CITY OF OAKLAND

AGENDA REPORT

TO: HENRY L. GARDNER
INTERIM CITY ADMINISTRATOR

FROM: Rachel Flynn

SUBJECT: Oakland Zoo Conservation Easement

DATE: October 24, 2014

City Administrator Approval

Date 10-29-14

COUNCIL DISTRICT: #7

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and upon conclusion consider adopting the following:

An Ordinance, Which was Considered by the Parks & Recreation Advisory Commission, (a) Granting a 53-acre Conservation Easement in Knowland Park, located at 9777 Golf Links Road, to Protect the Alameda Whipsnake, Which Further Implements the June 2011 California Exhibit Project Approvals, Conditions of Approval and Mitigation Measures and (b) Authorizing the City Administrator to Take Any and All Actions Necessary to Implement the Conservation Easement Without Returning to Council (CEQA Determination: Reliance on Previously Approved 2011 Subsequent Mitigated Negative Declaration/Addendum).

EXECUTIVE SUMMARY

In 2011 the City Council approved an amendment to the Oakland Zoo Master Plan involving the expansion of the Zoo and construction of a new California Exhibit (Project) which included the potential for a conservation easement in Knowland Park of approximately 45 acres (approximately 30 acres within the required Zoo perimeter fence and approximately 15 acres outside the perimeter fence) to protect the Alameda whipsnake. The 30 acres within the perimeter fence would not be open to the public, regardless of whether the City grants the Conservation Easement, since those 30 acres would be within the confines of the Zoo property. The Zoo is now seeking City Council approval of the proposed 53-acre conservation easement in Knowland Park, which further implements the June 2011 Project approvals, conditions of approval, and mitigation measures for the Project. During the negotiations with state and federal resource agencies, the Zoo was required to increase the compensatory ratios for impacts to whipsnake habitat thereby increasing the conservation easement area from approximately 45 acres to approximately 53 acres (an increase of approximately eight acres). Although the compensatory ratios have increased, the

area of impacted habitat has actually ***decreased.***

The broader policy decision of whether to approve the Zoo's California Exhibit Project is **not** before the City Council as the Council already made that decision in June 2011 when it approved the amendment to the Project's Master Plan. Rather, the relatively narrow issue is an implementation action – the conservation easement – that was fully and completely considered in June 2011, but which could not be formally approved at that time because the exact mitigation acreage ratios and location required by the federal and state resource agencies were not known at that time.

Staff recommends approval of the proposed conservation easement. The conservation easement implements the previous City Council approvals and maintains the appropriate balance between protection of sensitive natural resources and public use of park land because (a) the conservation easement area has been determined to be the area with the highest quality whipsnake habitat and is threatened by existing conditions, (b) the proposed conservation easement area outside the Zoo's perimeter fence already is generally inaccessible because of steep terrain and dense vegetation and the area within the perimeter fence also has restricted access, and (c) approximately 319 acres of open space in Knowland Park would be available for public access.

OUTCOME

Adoption of the proposed ordinance would grant a conservation easement of approximately 53 acres in Knowland Park and authorize the City Administrator or designee to negotiate and execute the conservation easement and take any and all other actions necessary to implement the conservation easement without returning to Council. Granting and executing the conservation easement would implement a portion of the June 2011 approvals, conditions of approval, and mitigation measures for the Project.

BACKGROUND/LEGISLATIVE HISTORY

The Oakland Zoo and Knowland Park are owned by the City and managed by the East Bay Zoological Society (Society) pursuant to a management agreement between the City and the Society. The management agreement was last amended in December 2011, but has existed in some form since 1982.

The City Council originally approved a Master Plan to expand the Oakland Zoo in 1998. In 2009 the Zoo submitted a request to amend the Master Plan to, among other things, reduce the size of the expansion area from approximately 62 acres to approximately 56 acres, replace the previously approved shuttle bus system with a new aerial gondola system, reconfigure visitor amenities and animal exhibits, introduce a new veterinary hospital, and add a new overnight camping area. The revisions to the Master Plan were reviewed and recommended for approval

by the Parks and Recreation Advisory Commission and the City Planning Commission. In June 2011 the City Council unanimously approved the amended Master Plan determining, in part, that the Project would improve the 1998 Master Plan, would further enhance a City-owned facility by providing a unique and valuable recreational and educational opportunity for visitors, is consistent with applicable General Plan policies and zoning regulations, would not result in new significant environmental impacts or a substantial increase in previously identified significant impacts, and would continue to allow public access to a substantial amount of open space in Knowland Park and the surrounding area.

In accordance with the California Environmental Quality Act (CEQA), the City prepared a Mitigated Negative Declaration (MND) for the Project in 1998, and a Subsequent Mitigated Negative Declaration/Addendum (SMNDA) in 2011. Both the 1998 MND and the 2011 SMNDA identified impacts to habitat for the Alameda whipsnake and identified mitigation measures to reduce such impacts to less than significant levels. The 2011 mitigation measures required, in part, either a conservation easement in Knowland Park and/or purchase of mitigation bank credits. At the time, it was estimated that approximately 45 acres would be necessary to mitigate the impacts to whipsnake habitat, subject to state and federal resource agencies' review, revisions (including increasing mitigation requirements), and approval.

Over the past three years, the Zoo has taken steps to implement the approved Master Plan, including constructing the new Veterinary Hospital (now complete), submitting various applications to regional, state, and federal resource agencies to obtain their approvals, responding to questions/concerns from those agencies, and coordinating with City staff.

Previous City Approval of Conservation Easement Concept

The City Council already considered and provided for the conservation easement in 1998 when it approved the Zoo Master Plan and again on June 21, 2011, with approval of the amendment to the Zoo Master Plan. The City Council's approval of the California Exhibit includes mitigation measure 14(c) requiring the Zoo to obtain permits from the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS) for the potential impacts to the Alameda whipsnake, including compensatory mitigation for impacts to whipsnake habitat.

The June 2011 City Council imposed mitigation measure 14(c) states in part:

> The project applicant shall provide compensatory mitigation of impacts to Alameda Whipsnake habitat. Such mitigation shall be provided at a ratio of no less than 1:1 (at least one acre for every acre of impact), ***subject to any increase in this ratio that may be required by the resource agencies***. There is adequate area within Knowland Park to achieve this mitigation ratio. Subject to approval of the resource agencies, mitigation shall be achieved through habitat restoration and enhancement within the California Exhibit boundaries, the Ecological Recovery Zone, and other locations within Knowland Park, at another restoration

> location with an Alameda Whipsnake habitat restoration plan area approved by the U.S. Fish and Wildlife Service and the California Department of Fish and Game, through the purchase of mitigation credits at a mitigation bank within the East Bay region or some combination of these options. [emphasis added]

Thus, the City Council mandated the location options for the compensatory mitigation required by the state and federal resource agencies, including Knowland Park within the California Exhibit boundaries and in other areas of the Park. Additionally, the June 20, 2011, City Council Agenda Report acknowledged that the Draft Mitigation and Monitoring Plan (Draft MMP) prepared by Swaim Biological included a proposed conservation easement in Knowland Park, including use restrictions.

The June 2011 City Council Agenda Report states in relevant part:

> If a conservation easement is created in Knowland Park, the Draft MMP identifies a potential ***45 acre area*** that would be suitable for the easement with approximately ***30 acres located within the undeveloped area of the proposed Zoo perimeter fence*** and ***approximately 15 acres located outside of the perimeter fence*** to the north in an area of steep slopes and dense vegetation, ***plus other suitable acreage in other areas of Knowland Park***. As required by the state and federal agencies, no new roads, trails or structures would be allowed within the easement area and EBZS would be required to establish an endowment to fund ongoing habitat management in the easement area. Since the City owns the Zoo and Knowland Park, it would need to grant, through an ordinance adopted by the City Council in a separately noticed action at a later date, the conservation easement if that option is pursued. [emphasis added]

ANALYSIS

The Zoo is seeking City approval of a conservation easement in Knowland Park to mitigate impacts to the Alameda whipsnake in accordance with the requirements of CDFW, USFWS, and the approved Master Plan. During the negotiations with state and federal resource agencies, CDFW and USFWS required the Zoo to increase the compensatory ratios for impacts to whipsnake habitat thereby increasing the conservation easement area from approximately 45 acres to approximately 53 acres (an increase of approximately eight acres). Although the compensatory ratios have increased, the area of impacted habitat has actually ***decreased***. ***Attachment A*** shows the impacted area and required conservation area comparing the 1998 Master Plan, 2011 Amended Master Plan, and current proposal.

The conservation easement would impose requirements to conserve, protect, and enhance whipsnake habitat. Long-term monitoring and management of the habitat funded by an endowment would be required ensuring that the habitat would be protected in accordance with

the state and federal permit conditions. Additionally, conservation easements are binding covenants that run with the land and are enforceable by injunction. Key elements of the proposed conservation easement are contained in ***Attachment B***.

The location of the proposed conservation easement is shown in ***Attachment C***. Approximately 30 acres would be located within the approved perimeter fence of the Zoo expansion, similar to what was estimated in 2011. These 30 acres would not be open to the public, regardless of whether the City grants the conservation easement, since the 30 acres would be within the confines of the Zoo property. Approximately 22 acres would be located outside the perimeter fence in Knowland Park, compared to approximately 15 acres estimated in 2011 (for a difference of approximately eight acres). Public access to the conservation area outside the perimeter fence would be restricted, although the area would not be fenced; signage would be installed informing the public of the presence of the conservation area and the access restrictions.

Attachment D contains a draft of the proposed conservation easement and ***Attachment E*** contains photos of the proposed conservation easement area.

As documented by the Zoo's biological consultants in the state and federal permit applications, whipsnake habitat in Knowland Park is threatened by the rapid spread of invasive species and the encroachment of native sapling coast live oaks and California bay trees due to fire suppression efforts, which shade existing shrubs and contribute to the succession to woodland habitat. The mitigation requirements for the Project, including the conservation easement, would reverse these threats and provide for the long-term protection of whipsnake habitat.

Designating areas for the protection of sensitive biological resources is a common park purpose and these types of conservation areas successfully coexist with recreation uses. For example, the California State Parks Strategic Action Plan 2014-2014 mission statement exemplifies this idea: "The mission of the California State Parks is to provide for the health, inspiration, and education of the people of California by helping to preserve the State's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation." In a letter to the Zoo dated September 8, 2014, the California Department of Parks and Recreation determined that the proposed conservation easement does not violate the "public park purposes" clause in the 1975 state deed granting Knowland Park to the City of Oakland.

Planning and Zoning Considerations

In approving the Zoo Project in 1998 and 2011, the Planning Commission and City Council determined that the Project is consistent with the Oakland General Plan and zoning regulations.

Knowland Park is encompassed by two different land use classifications in the Land Use and Transportation Element of the General Plan. The west-central portion of the park where the existing Zoo, the existing Arboretum, and the proposed California Exhibit are located is

designated as Urban Open Space. According to the General Plan, areas designated as Urban Open Space should be primarily used for active or passive recreation. The areas of Knowland Park located outside of the existing Zoo, the existing Arboretum, and the proposed California exhibit, in the far western portion of the park between Interstate 580 and the Zoo and in the eastern portion of the park to the east of the proposed California Exhibit area, are designated as Resource Conversation areas in the General Plan. According to the General Plan, Resource Conversation areas are places where natural resources should be conserved.

Knowland Park is divided into two different zoning districts roughly equivalent to the two General Plan land use classifications for the park. The western portion of the park where the existing Zoo, the existing Arboretum, and the proposed California exhibit are located is in the OS-SU (Open Space – Special Use) zone. The portion of Knowland Park located east of the existing Zoo and the proposed California Exhibit is in the OS-RCA (Open Space – Resource Conservation Area) zone.

The property proposed for the conservation easement is located in both the Special Use and Resource Conservation Area designations of the General Plan and zoning. Of the conservation easement area's 53 acres, about 48 acres are located in the Special Use area and 5 acres are located in the Resource Conservation area. These designations, however, do not impose requirements for the preservation, protection, enhancement, or maintenance of whipsnake habitat. In fact, many different types of uses that could be inconsistent with the protection of whipsnake habitat are currently allowed in these open space areas under the General Plan and Planning Code. Consequently, the whipsnake habitat is not currently protected merely because it is located in a City park.

For example, the Oakland Planning Code allows a variety of uses as either conditional or permitted uses in the 48 acre OS-SU zone, including: (a) caretaker's quarters; (b) botanical gardens; (c) trails and paths; (d) electric gas and telephone distribution lines and poles; (e) water, storm drainage, and sewer lines; (f) park, recreational and civic uses consistent with a Master Plan; (g) child care centers; (h) 25 different types of community assembly civic activities including, among others, athletic fields, basketball courts, tennis courts, clubhouses, dog play areas, food service, gyms, horseback riding, playgrounds, and recreation centers; (i) cultural civic activities such as conservatories, historic residences, museums and planetariums; (j) park offices; (k)15 different types of extensive impact activities such as auditoriums, campsites, driving ranges, golf courses, amphitheaters, stadiums and arenas, and zoos; (l) horse stables; (m) restaurants; (n) nurseries; and (o) accessory activities and buildings, including, among other uses, street furniture, fences, walls, kiosks, irrigation systems, maintenance sheds, and rest rooms.

In the five-acre OS-RCA zone, the Oakland Planning Code allows the following uses, among others, either as conditional or permitted uses: (a) trails and paths; (b) utility lines; (c) park, recreational, and civic uses consistent with a Master Plan whether or not the uses are listed in the Planning Code table of conditional and permitted uses; (d) horseback riding; (e) picnic areas; (f) playgrounds; (g) unimproved campsites; (h) reservoirs and water supply tanks; (i) wildlife

preserve; (j) community gardens; and (k) accessory activities and buildings, including, among other uses, street furniture, fences, walls, kiosks, irrigation systems, maintenance sheds, and rest rooms.

The proposed conservation easement conditions will identify the permitted and prohibited uses in the easement area. These provisions will ensure that this high quality whipsnake habitat will be protected by removing the potential for inconsistent development and habitat modification that could occur under the existing General Plan and zoning designations.

Moreover, in the absence of a conservation easement the zoning and General Plan designations could be changed at any time by the City Council after following the appropriate procedural requirements, including review by the Parks and Recreation Advisory Commission and the Planning Commission. In contrast, a conservation easement restricts the use of land in perpetuity and cannot be amended unilaterally by the City.

Public Access

In approving the Zoo Master Plan in 1998 and 2011 the City Council made a policy decision that it is in the City's interest for the Zoo to expand into Knowland Park. The area inside the perimeter fence (approximately 56 acres) even without the conservation easement would already prevent access to areas of Knowland Park currently enjoyed by the public. Public access to the conservation easement area would also be restricted in order to further the conversation goals of the easement. It is anticipated that the area would not be fenced, but rather contain signage indicating that a conservation area exists and public access is restricted.

Planning staff does not believe that the public's enjoyment of Knowland Park will be substantially impacted by the proposed conservation easement because the majority of the easement area will be located within the already-restricted perimeter fence and the easement area outside the perimeter fence consists of steep and rugged terrain with dense vegetation making it virtually inaccessible to most park users. Of the 490 acres in Knowland Park, the public would still have access to approximately 319 acres (or approximately 65 percent).

Parks and Recreation Advisory Commission Review

Although the City is not legally required to again seek the recommendation of the Parks and Recreation Advisory Commission (PRAC) on the conservation easement since that policy matter was already considered in 2011 when the City Council approved the Project, based upon recommendations from the PRAC and the Planning Commission, it nevertheless did so in the interests of greater public participation and transparency.

On October 22, 2014, the PRAC conducted a duly noticed public hearing to consider the proposed conservation easement. The PRAC heard from over 50 public speakers who expressed views both supporting and opposing the approval of the conservation easement, including

presentations by the Zoo and the California Native Plant Society. Key issues raised by the speakers are addressed in this report. A motion was made to recommend approval of the conservation easement to the City Council but the motion failed because the vote (5-2) did not achieve the required six affirmative votes for adoption.[1] Therefore, the PRAC was unable to forward a recommendation to the City Council.

The five commissioners supporting the conservation easement expressed the following opinions: (1) the Zoo Project would provide more access and educational programs to children; (2) the actual amount of impacted whipsnake acreage has decreased from 1998 to 2011 to now; (3) habitat in Knowland Park is currently threatened by invasive species under existing conditions; (4) the conservation easement would protect the whipsnake as it would restrict access to sensitive habitat and require habitat enhancement; (5) the federal and state resource agencies have acknowledged that the conservation easement in Knowland Park would adequately and appropriately protect whipsnake habitat; (6) State Parks has acknowledged the conservation easement is consistent with park purposes; and (7) restricting public access to the conservation easement is consistent with the purposes of open space and would prevent the public from impacting sensitive habitat.

The two commissioners not supporting the conservation easement expressed concerns about: (1) restricting public access to open space and wildlife, which is needed in Oakland; (2) needing more information; and (3) the possible violation of the State deed requiring Knowland Park to be used for park purposes if the conservation easement was granted.

All the commissioners acknowledged that the conservation easement is an important issue that should be carefully and fully considered by the City Council.

POLICY ALTERNATIVES

The Zoo is proposing a conservation easement in Knowland Park to meet its mitigation requirements because it believes it is the most feasible option for securing the necessary state and federal approvals for the approved Project. The Zoo has explored purchasing mitigation bank credits and establishing a conservation easement at an off-site location (see ***Attachment F***). Key reasons for rejecting these alternatives include the following:

1. Mitigation Bank Credits: There are no existing or planned mitigation banks with a known date for use serving the Project area.

[1] The PRAC consists of 11 members; a quorum is six members and six affirmative votes are required to adopt/pass any motion. At the October 22nd hearing there were seven members present. Although the motion to approve the conservation easement received five out of seven votes, it did not receive at least six affirmative votes required to adopt/pass a motion so the motion failed. Although the motion failed, the vote on the motion is being forwarded to the City Council in accordance with the Brown Act which requires that the vote on any action be publicly reported.

2. Off-Site Conservation Easement: State and federal resource agencies prefer on-site conservation easements because they are located closest to the area of impact. In the case of Knowland Park, an individual Alameda whipsnake was discovered during the review of the 2011 amendment of the Master Plan. One of the primary goals of the conservation easement is to protect that individual (and others if they exist in the park). Off-site mitigation would not protect the area of the known individual. The Zoo researched the possibility of buying land at another location in Oakland to establish an off-site conversation easement and did not find a suitable location. Off-site locations must support an existing whipsnake population (in addition to habitat) verified through surveys and must be contiguous with area supporting other populations so that they aren't isolated pockets of land.

PUBLIC OUTREACH/INTEREST

There has been substantial public interest in the Zoo Master Plan, both support and opposition to the Plan, since it was first approved in 1998. ***Attachment G*** contains arguments made by the primary opponents to the Project, the Friends of Knowland Park and the California Native Plant Society, and staff's responses.

Recently, the California Native Plant Society submitted comments specifically regarding the proposed conservation easement (see ***Attachment H***). These concerns are summarized below with staff's response to each argument.

1. Conservation Easement and Public Access Restrictions Not Adequately Discussed in 2011: CNPS argues that the conservation easement and public access restrictions were not thoroughly reviewed in 2011 because they did not appear in Project-related documents until two weeks before the City Council vote on the Project and were located in the middle of 250+ pages of a staff report.

   Staff Response: The conservation easement was thoroughly discussed throughout the review of the project in 2011 and the concerns raised about the conservation easement recently were also raised by Project opponents in 2011. The Biology Section of the 2011 SMNDA (section 3.3 pages 3.3-34 to 3.3-36 and pages 3.3-38 to 3.3-39) thoroughly discussed the Project's impacts on Alameda whipsnake habitat and the compensatory mitigation requirements, including a conservation easement. Specifically, mitigation measure 14(c) provided, in relevant part, that mitigation of at least 1:1 be provided and there was adequate acreage in Knowland Park, both within and outside the Project's boundaries (the Zoo perimeter fence), to accomplish this. The SMNDA was presented to the PRAC in March 2011 when they reviewed, considered, and recommended approval of the Project. Thus, the PRAC recommended approval of the Project with the understanding of the potential need for a conservation easement.

In response to the SMNDA, the Friends of Knowland Park (Friends) submitted comments dated March 14, 2011, wherein they expressed the same concerns they are expressing today – that existing open space/park land should not be used to mitigate for the loss of whipsnake habitat caused by the Project. Also, the attorneys for the Friends (Shute, Mihaly & Weinberger) in a separate March 14, 2011, letter to the City requested a conservation easement be established, ostensibly in Knowland Park. Similarly, in an April 27, 2011, letter to the City, the Friends also requested legally binding and enforceable mitigation measures to protect the Alameda whipsnake. The proposed conservation easement would be legally binding and enforceable.

The April 27, 2011, City Planning Commission Staff Report responded to the above concerns by expressly referencing the SMNDA discussions in section 3.3 and mitigation measure 14c (see Attachment C, Response to Public Comments, page 6, Item #8).[2] Thus, the Planning Commission approved the Project with the understanding of the potential need for a conservation easement and the objections raised by Project opponents.

In direct response to the Friends' and their attorneys' requests, additional information was provided in the June 21, 2011, City Council Agenda Related Materials about the whipsnake mitigation measures. Specifically, there is a detailed discussion on pages 11-13 of the City Council Agenda Report (see excerpts above), including express references to Attachments I and L. Attachment I is the May 31, 2011, Draft Whipsnake Mitigation & Monitoring Plan, prepared by recognized whipsnake expert Karen Swaim, which discusses a conservation easement in Knowland Park and the accompanying public access restrictions and includes a map showing the potential location of the conservation easement. Attachment L is a June 2, 2011, WRA letter report which addresses the relative costs of a conservation easement versus use of a mitigation bank.[3]

In separate June 21, 2011, letters to the City, the Friends, CNPS, and their attorneys all raised similar objections to the proposed conservation easement that they are now raising.

In sum, the PRAC, Planning Commission, and City Council were all fully aware of the potential need for a conservation easement and objections to such back in 2011 when the Project was approved.

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[2] The April 27, 2011, City Planning Commission Staff Report is available on the City's website at http://www2.oaklandnet.com/Government/o/PBN/OurOrganization/PlanningZoning/OAK029904.

[3] The June 2, 2011, City Council Agenda Report is available on the City's website at https://oakland.legistar.com/LegislationDetail.aspx?ID=907468&GUID=472A967B-B1D8-4A5E-ADA9-E27CF8F53781&Options=&Search=.

2. Conservation Easement Area Not Equal Value to Impacted Habitat: CNPS argues that the Zoo expansion destroys the best habitat in Knowland Park and that the habitat value of the proposed conservation easement area is not of equal quality.

   Staff Response: The habitat in the proposed conservation easement is high-quality core chaparral habitat for the Alameda whipsnake. Swaim Biological, a recognized Alameda whipsnake expert retained by the Zoo, has determined that the habitat within the proposed conservation easement area is the highest quality whipsnake habitat in Knowland Park.

3. Alternative Zoo Expansion: CNPS argues that virtually no mitigation requirements would apply if the Zoo expansion is moved off the ridgeline and relocated to within or closer to the existing Zoo.

   Staff Response: In 2011 the Friends of Knowland Park developed an alternative concept for the expansion of the Zoo that located the proposed California Exhibit closer to the existing Zoo. The Zoo reviewed the alternative concept and concluded that the concept would contribute to degradation of sensitive landscape features such as stream corridors and oak groves, contribute to erosion of exceptionally steep slopes, create inappropriate and non-animal-friendly exhibits, diminish accessibility to a wide range of visitors including people with disabilities, and increase capital costs by more than $10 million. For these reasons, the Planning Commission rejected the alternative concept, as did the City Council when it previously approved the Project.

4. Zoo's Financial Capability: CNPS argues that there is no evidence that the Zoo will have sufficient funding to build and operate the project.

   Staff Response: As further explained below, it appears the Zoo has adequate funding to construct the Project. Regarding funding for ongoing habitat conservation efforts, the proposed conservation easement would include an endowment to ensure that funds are available for the long-term management and monitoring of the conservation easement area. In addition, the Project's conditions of approval require an annual Implementation Plan to demonstrate that adequate funding exists for required habitat enhancement activities the Zoo will be responsible for in Knowland Park. In response to concerns about the Zoo's financial capabilities to implement the Project, the Zoo has submitted additional financial information (see ***Attachment I***).

COORDINATION

Staff from the Planning and Building Department is coordinating the review of the Project and the proposed conservation easement with relevant City departments including Public Works, Parks and Recreation, Fire, and the City Attorney's Office. City staff is also coordinating the

review of the Project and the proposed conservation easement with outside agencies, including CDFW, USFWS, U.S. Army Corps of Engineers, and San Francisco Bay Regional Water Quality Control Board. In addition, the Budget Office has reviewed this report.

COST SUMMARY/IMPLICATIONS

Pursuant to the management agreement between the City and the Zoo, the City provides an annual subsidy of at least $172,414 to the Zoo for operating the Zoo and managing Knowland Park. The agreement allows the Zoo to request additional funding from the City with approval from the City Council. This additional subsidy has varied year-to-year.

The cost of the California Exhibit Project is approximately $61 million. According to the Zoo, to date it has raised nearly $51 million (83 percent) for the Project. Major public and private funders of the Project include: (1) $15 million grant from the Wayne and Gladys Valley Foundation; (2) $12 million from City of Oakland Measure G; (3) $7 million grant from the California Department of Parks and Recreation's Nature Education Facilities Fund; (4) $4 million grant from the Bechtel Foundation; and (5) $3.5 million from the East Bay Regional Park District's Measure WW. The balance of funds raised has come from private individuals and foundations. All funds received are maintained in a restricted account. In addition, the Zoo has secured a $10 million bank line of credit to bridge expenses during construction.

Costs associated with implementing the conservation easement are included in the Zoo's budget for the project. Included as part of the conservation easement would be a financial endowment to guarantee funds are available for activities associated with managing the conservation easement. Therefore, neither the Project nor the conservation easement would result in a direct negative fiscal impact to the City beyond the annual City subsidy to the Zoo.

SUSTAINABLE OPPORTUNITIES

Economic: Approval of the conservation easement would partially implement the approved Master Plan. Implementation of the overall approved Master Plan is an approximately $72 million project. A study by the East Bay Economic Development Alliance estimated that the Project's total economic benefit (both direct and indirect) to the region would be approximately $111 million. In addition to temporary construction jobs, the project is also expected to create 30 new permanent jobs.

Environmental: The CEQA analysis for the Project found that the project would not result in a significant impact on the environment with the incorporation of the City's standard conditions of approval and identified mitigation measures.

Social Equity: The Oakland Zoo is a major cultural institution in East Oakland. Approval of the conservation easement would partially implement the approved Master Plan. Implementation of the approved Master Plan would provide additional recreational, educational, and economic opportunities for Oakland youth and adults. The Project would introduce substantial numbers of people to the natural areas of Knowland Park, provide a convenient opportunity for Oakland and East Bay residents to learn about conservation in California and experience overnight camping in a natural setting, and would provide employment opportunities for Oakland residents.

CEQA

In accordance with CEQA a thorough environmental analysis has been done for the Project including a Mitigated Negative Declaration in 1998 and a Subsequent Mitigated Negative Declaration/Addendum (SMNDA) in 2011.[4] An Alameda County Superior Court rejected a lawsuit filed by the Friends of Knowland Park and the California Native Plant Society after the 2011 approval alleging violations of CEQA and planning law. An appeal was not filed; the Court's judgment is final.

On the basis of substantial evidence in the record, none of the circumstances necessitating preparation of additional CEQA review as specified in CEQA and the CEQA Guidelines, including without limitation Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15163, are present in that (1) there are no substantial changes to the Project that would result in new significant environmental impacts or a substantial increase in the severity of significant impacts already identified; (2) there are no substantial changes in circumstances that would result in new significant environmental impacts or a substantial increase in the severity of significant impacts already identified; and (3) there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 MND and 2011 SMNDA were adopted/approved, which is expected to result in (a) new significant environmental effects or a substantial increase in the severity of significant environmental effects already identified or (b) mitigation measures which were previously determined not to be feasible would in fact be feasible, or which are considerably different from those recommended previously, and which would substantially reduce significant effects of the project, but the Project applicant declines to adopt them.

The details of the proposed conservation easement do not constitute new information resulting in new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts requiring preparation of an EIR because the conservation easement

[4] The approved SMNDA was previously provided to the City Council. The document is available for review at the Department of Planning and Building, 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, California, 94612. The SMNDA is also available on the City's website at http://www2.oaklandnet.com/Government/o/PBN/OurServices/Application/DOWD009158.

and its potential to change in size was previously identified, as explained above, and the conservation easement would result in an environmental benefit. Thus, in considering approval of the conservation easement, the City can rely on the previous CEQA review; no further environmental review is required for the proposed conservation easement.

CONCLUSION

Staff recommends approval of the proposed conservation easement. The conservation easement implements the previous City Council approvals and maintains the appropriate balance between protection of sensitive natural resources and public use of park land because (a) the conservation easement area has been determined to be the area with the highest quality whipsnake habitat and is threatened by existing conditions, (b) the proposed conservation easement area outside the Zoo's perimeter fence already is generally inaccessible because of steep terrain and dense vegetation and the area within the perimeter fence also has restricted access, and (c) approximately 319 acres of open space in Knowland Park would be available for public access.

For questions regarding this report, please contact Darin Ranelletti, Deputy Director, at (510) 238-3663.

Respectfully submitted,

RACHEL FLYNN
Director of Planning and Building

Prepared by:
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ATTACHMENTS:

A. Comparison Chart of Whipsnake Impacts/Mitigation Measures
B. Key Elements of Conservation Easement
C. Map of Conservation Easement Area& Perimeter Fence
D. Draft Conservation Easement
E. Photos/Vantage Points of Easement Area Outside Perimeter Fence
F. Memorandum from Environmental Collaborative (dated September 17, 2014) & Letter from WRA (dated October 13, 2014)
G. Planning Staff Reponses to Arguments Raised by Project Opponents
H. Letter from California Native Plant Society (dated October 7, 2014)
I. Letter from Zoo (dated October 10, 2014)

ATTACHMENT A

Comparison of Alameda Whipsnake Potential Impacts/Mitigation for California Exhibit Project in Knowland Park

October 22, 2014

Estimates	Approved 1998 Master Plan	Approved 2011 Amended Master Plan	2014 Project Implementation
Acreage of Potential Impact[1]	36.3 Direct Effects 58Enclosed by Shuttle Road **94.3** Total Acreage[2]	19.70 Permanent Effects 3.07 Temporary Effects **22.77** Total Acreage[3]	16.07 Permanent Effects 4.36 Temporary Effects **20.43** Total Acreage[4]
Required Ratio	If the 1998 approval had been pursued, it would be subject to agency requirements: 1:1 for temporary effects; 3:1 for permanent effects.	2011 Draft Mitigation Monitoring Plan: 1:1 for temporary affects; 2:1 for low disturbance permanent effects in animal exhibit areas; 3:1 for permanent effects; s*ubject to revision by agencies.* 2011 City conditions and mitigation measures required compliance with state and federal requirements and **acknowledged Knowland Park could be used for the conservation easement**.	State and federal agencies required 1:1 for temporary effects and 3:1 for all permanent effects.
Acreage of Required Conservation Easement	**108.9** acres for direct effects; Additional acreage would be required for temporary impacts and could be required for shuttle road enclosure impacts.	30.02 Within Perimeter Fence 14.92 Outside Perimeter Fence **44.94** Total Proposed Acreage Subject to revision by agencies.	30.16 Within Perimeter Fence 22.41 Outside Perimeter Fence **52.57** Total Acreage

[1] Includes potential impacts to grassland, coyote brush scrub, chaparral, oak woodland, Diablan sage scrub, non-native cover and barren areas.
[2]Determined from Table 3.3-1 in SMND/A.
[3]Determined from Table 3.3-1 in SMND/A removing 1.33 acres of impact from Veterinary Hospital in totals.
[4]Determined from revised Table 2 in CDFW submittal of March 19, 2014.Refinement to project plans were made in response to resource agency direction and to avoid sensitive resources as required by City conditions of approval/mitigation measures. Temporary impacts increased since the 2011 estimate (based on conceptual plans) after preparation of detailed site mapping and constructions drawings for project implementation.

ATTACHMENT B

Summary of Key Terms of the Proposed Conservation Easement for the Oakland Zoo California Trail Exhibit

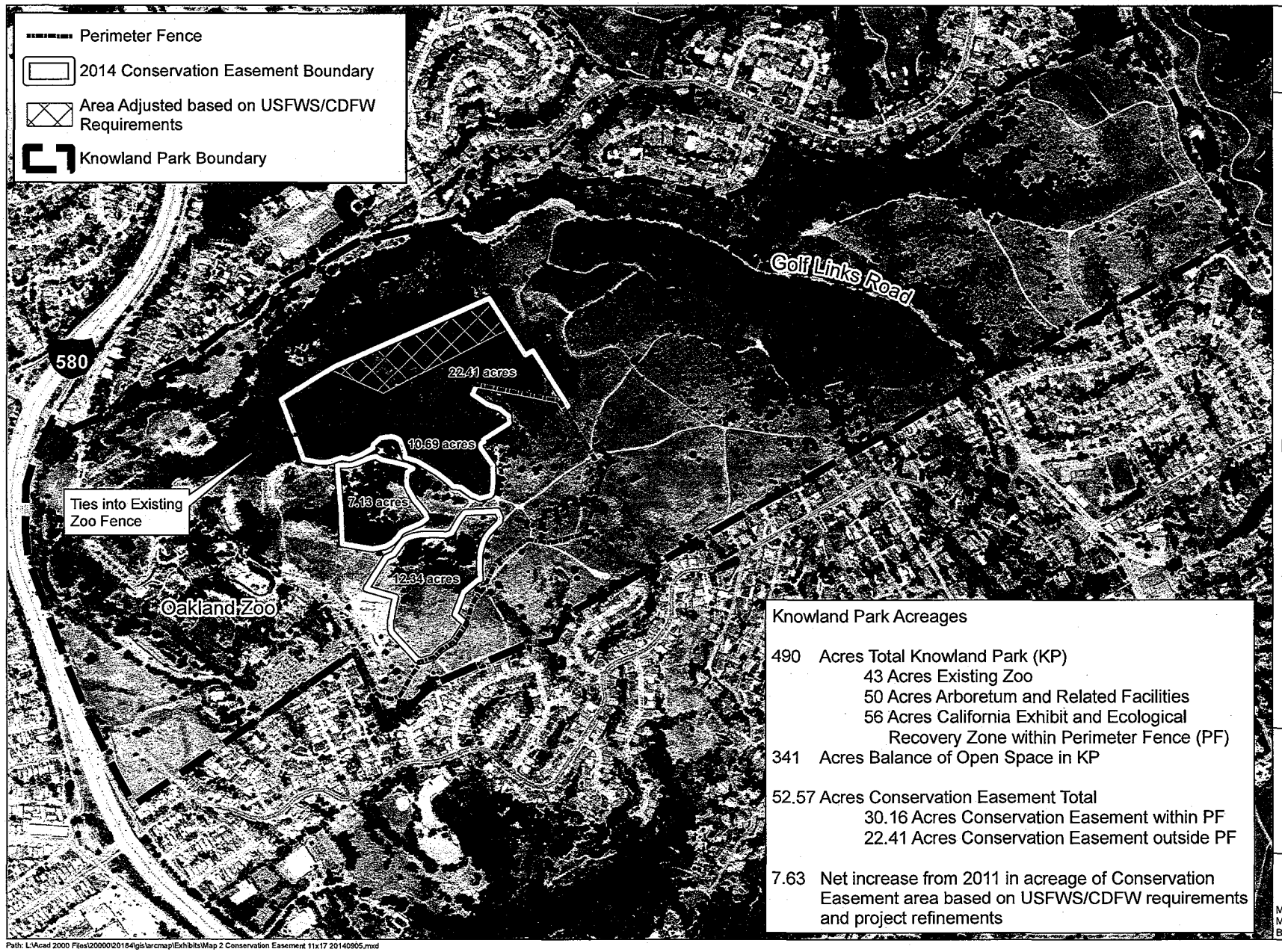
TERM	SUMMARY	CITE
Parties	Grantor: City of Oakland Grantee: Wildlife Heritage Foundation Permittee: East Bay Zoological Society Third-Party Beneficiaries/ Signatory Agencies: CDFW and USFWS	
Easement Area	52.57 acres in Knowland Park.	Recital A
Easement Purposes	Retain the Easement Area in a natural, restored, or enhanced condition in perpetuity. Protect Conservation Values, which are wildlife and habitat, including Alameda whipsnake, native and non-native grasslands, northern coyote brush scrub, Diablan sage scrub, chamise chaparral, and coast live oak woodland.	Recital B § 1
Prohibited Uses in the Easement Area	Any activity inconsistent with the Easement purposes. The following activities, unless specifically allowed in the Permits and Management Plan: • Commercial, industrial, residential, and institutional uses • Agriculture, except grazing for vegetation management • Recreational activities, except non-commercial ones by Grantor, Permittee, and Third-Party Beneficiaries • Construction or development • Subdivision • Removing vegetation, except for fire breaks, trail/road maintenance, or disease • Use of motorized vehicles, except on existing roads • Depositing or accumulating any materials, including soil, trash, ashes, etc. • Introducing non-native plants or animals • Disrupting the surface or subsurface, such as	§ 3

	by filling, dumping, excavating, etc. • Altering the surface or general topography, including any alterations to habitat • Altering natural water bodies or degrading water quality • Separating mineral, air, or water rights, except with Grantee's consent • Unlawful activities • Unseasonable watering, application of chemicals, weed abatement, and fire protection	
Grantee's Rights	Preserve and protect Conservation Values. Access the Easement Area for monitoring and enforcement of Easement, Permits, and Management Plan. Prevent inconsistent activities and require restoration of damage. Retain mineral, air, and water rights and put them to beneficial use for the Easement. Terminate and extinguish all development rights. Enforce Easement	§ 2 § 7(b)
Grantee's Duties	Comply with obligations of the Permits and Management Plan. Perform at least annual compliance monitoring inspections. Prepare and submit reports on compliance monitoring inspections.	§ 4
Grantor's Reserved Rights	All rights of ownership that are not inconsistent with the Easement.	§ 6
Grantor's Duties	Grant and convey rights to Grantee Prohibit uses inconsistent with Easement	§2 §3
Permittee's Duties	Prevent trespass that may harm Conservation Values or violate Easement. Protect and defend Grantee's rights. Comply with obligations of the Permits and Management Plan.	§ 5

Permittee's Financial Duties	Bear sole responsibility and costs for ownership, operation, and maintenance of Easement Area. Bear sole responsibility for obtaining any permits or approvals required for the Easement. Pay taxes and keep free of liens. Indemnify Grantee, Grantor and Third-Party Beneficiaries for claims arising under the Conservation Easement. Bear all costs of enforcement by Grantee, if Grantee prevails in enforcement action.	§ 9 § 7(a)
Third-Party Beneficiaries' Rights	Access the Easement Area. Enforce the Easement.	§ 14(m)
Grantee's Remedies	If violation occurs, Grantee must give written notice to Permittee and demand it be cured. If Permittee fails to cure within 30 days, Grantee may bring legal action for damages and enforcement. In emergency circumstances, Grantee may pursue remedies without giving notice or demanding cure.	§ 7
Transfer	Grantee may transfer or assign Easement after giving 60 days' notice to, and receiving approval from, Permittee, Grantor, and Signatory Agencies. Grantor and Permittee must obtain consent of Grantee and Signatory Agencies before granting any interest in the Easement Area. Grantor and Permittee must incorporate Easement by reference in any legal instrument conveying any interest in the Easement Area.	§ 10
Binding on Successors	The Easement runs with the land in perpetuity and is binding upon, and inures to the benefit, of successor parties.	§ 14(f)
Reversion	If Grantee fails to properly hold Conservation Easement, then it will revert to the State or to another qualified holder.	§ 7(f)
Extinguishment	If the Easement Purposes become impossible to accomplish, the Easement can only be terminated or extinguished by a court.	§ 9(c)
Public Access	Easement does not convey a general right of access to the public.	§ 8

Environmental Liability	Permittee agrees it has no knowledge of Hazardous Materials in the Easement Area and will indemnify Grantee, Grantor and Third Party Beneficiaries for claims relating to Hazardous Materials.	§ 14(i)
Funding	Endowment funding (responsibility of the Permittee under the terms of the Permit) for the perpetual management, maintenance, and monitoring of the Easement Area is specified and governed by the Permits and Management Plan.	§ 14(n)

ATTACHMENT C



Knowland Park Acreages

490 Acres Total Knowland Park (KP)
- 43 Acres Existing Zoo
- 50 Acres Arboretum and Related Facilities
- 56 Acres California Exhibit and Ecological Recovery Zone within Perimeter Fence (PF)

341 Acres Balance of Open Space in KP

52.57 Acres Conservation Easement Total
- 30.16 Acres Conservation Easement within PF
- 22.41 Acres Conservation Easement outside PF

7.63 Net increase from 2011 in acreage of Conservation Easement area based on USFWS/CDFW requirements and project refinements

Oakland Zoo
Oakland
Alameda County
California

Attachment C

Conservation Easement Lands for the Oakland Zoo California Exhibit Project in Knowland Park

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0 650 1,300
Feet

Map Date: August 2014
Map By: Chris Zumwalt
Base Source: USGS January 2013

Path: L:\Acad 2000 Files\20000\20184\gis\arcmap\Exhibits\Map 2 Conservation Easement 11x17 20140905.mxd

ATTACHMENT D

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Wildlife Heritage Foundation
563 Second Street, Suite 120
Lincoln, California 95648
Attn: Patrick Shea, Executive Director

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of the _____ day of _____, 20____, by CITY OF OAKLAND ("Grantor"), in favor of WILDLIFE HERITAGE FOUNDATION, a public-non-profit land trust under section 501 (c)(3) of the Internal Revenue Code ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately [_____] acres, located in the City of Oakland, County of Alameda, State of California, and designated Assessor's Parcel Number(s) 048-5655-003, 048-6162-001-08, 048-6162-001-09, 048-6162-001-10, 048-6162-007, 048-6402-005-01, 048-6402-002-01, 048-6405-001-02, 048-6407-003-01, 048-6408-002-01, 048-6409-001, 048-6410-003-01, 048-6411-001, 048-6411-002, 048-6413-003-30 (the "Property"). The Property is legally described and depicted in **Exhibit A** attached to this Conservation Easement and incorporated in it by this reference. Grantor intends to grant a conservation easement over a **52.57** acre portion of the Property (the "Easement Area"). [CITY STAFF TO REVIEW AND CONFIRM LEGAL DESCRIPTION]. The Easement Area is legally described and depicted in Exhibit B attached to this Conservation Easement and incorporated in it by this reference. [CITY STAFF TO REVIEW AND CONFIRM LEGAL DESCRIPTION].

B. The Easement Area possesses wildlife and habitat values of great importance to Grantee, the people of the State of California and the people of the United States. The Easement Area will provide high quality natural, restored and/or enhanced habitat for Alameda whipsnake (also known as Alameda striped racer) (*Masticophis lateralis*) and contain native and non-native grasslands, northern coyote brush scrub, Diablan sage scrub, chamise chaparral, and coast live oak woodland. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Easement Area.

C. The California Department of Fish and Wildlife ("CDFW") has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of these species pursuant to California Fish and Game Code Section 1802. CDFW is authorized to hold easements for these purposes

pursuant to California Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

D. The United States Fish and Wildlife Service (the "USFWS"), an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the federal Endangered Species Act, 16 U.S.C. Section 1531, *et seq.*, the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f), *et seq.*, and other provisions of federal law.

E. Grantee is authorized to hold this conservation easement pursuant to California Civil Code Section 815.3 and Government Code Section 65965. Specifically, Grantee is (i) a tax-exempt nonprofit organization qualified under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California; (ii) a "qualified organization" as defined in section 170(h)(3) of the Internal Revenue Code; and (iii) an organization which has as its primary and principal purpose and activity the protection and preservation of natural lands or resources in its natural, scenic, agricultural, forested, or open space condition or use.

F. The East Bay Zoological Society ("EBZS"), a California nonprofit public interest corporation which operates and manages the Oakland Zoo and Knowland Park pursuant to an Agreement between the EBZS and City of Oakland, is the Permittee for the California Endangered Species Act Incidental Take Permit No. 2081-2013-038-03 dated [insert date] and the Biological Opinion [insert tracking no.] dated [insert date] more fully described below in Recital G.

G. This Conservation Easement is granted pursuant to the California Endangered Species Act Incidental Take Permit No. 2081-20130038-03, dated [insert date] by and between EBZS and the Bay Delta Region of CDFW, and the Biological Opinion [***insert tracking number***], dated [insert date], by and between East Bay Zoological Society and the Sacramento Field Office of the USFWS (collectively the "Permits"). The Permits provide mitigation for certain impacts of the Oakland Zoo California Exhibit Expansion Project (the "Project"), located in the City of Oakland, County of Alameda, State of California and each requires implementation of a final Long-Term Management Plan (the "Management Plan") created thereunder . CDFW, and USFWS are together referred to in this Conservation Easement as the "Signatory Agencies".

A final, approved copy of the Permits and Management Plan, and any amendments thereto approved by the Signatory Agencies, shall be kept on file at the respective offices of the Signatory Agencies. If Grantor or Permittee, or any successor or assign, requires an official copy of the Permits and Management Plan, it should request a copy from one of the Signatory Agencies at its address for notices listed in Section 12 of this Conservation Easement.

The Permits and Management Plan are incorporated by this reference into this Conservation Easement as if fully set forth herein.

H. All section numbers referred to in this Conservation Easement are references to

sections within this Conservation Easement, unless otherwise indicated.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the United States and the State of California, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Easement Area.

1. Purposes.

The purposes of this Conservation Easement are to ensure that the Easement Area will be retained forever in its natural, restored, or enhanced condition as contemplated by the Permits and the Management Plan, and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area. Grantor and Permittee intend that this Conservation Easement will confine the use of the Easement Area to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats implemented in accordance with the Permits and the Management Plan.

2. Grantee's Rights.

To accomplish the purposes of this Conservation Easement, Grantor **and Permittee** hereby grant and convey the following rights to Grantee:

(a) To preserve and protect the Conservation Values of the Easement Area.

(b) To enter the Easement Area at reasonable times, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, the Permits and the Management Plan and to implement at Grantee's sole discretion Permit and Management Plan activities that have not been implemented, provided that Grantee shall not unreasonably interfere with Grantor's or Permittee's authorized use and quiet enjoyment of the Easement Area.

(c) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.

(d) To require that all mineral, air and water rights as Grantee deems necessary to preserve and protect the biological resources and Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement.

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

3. Prohibited Uses.

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

(a) Unseasonable watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may impair or interfere with the purposes of this Conservation Easement, except as specifically provided in the Permits or Management Plan.

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, except as specifically provided in the Permits or Management Plan.

(c) Agricultural activity of any kind except grazing for vegetation management as specifically provided in the Permits or Management Plan.

(d) Recreational activities, including, but not limited to, horseback riding, biking, hunting, or fishing, except for non-commercial, recreational activities of the Grantor, Permittee, or third parties, so long as such activities are consistent with the purposes of this Conservation Easement and specifically provided for in the Management Plan.

(e) Commercial, industrial, residential, or institutional uses.

(f) Any legal or de facto division, subdivision or partitioning of the Easement Area.

(g) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind, except as specifically provided in the Permits or Management Plan.

(h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.

(i) Planting, introduction or dispersal of non-native or exotic plant or animal species.

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Easement Area, or granting or authorizing surface entry for any of these purposes.

(k) Altering the surface or general topography of the Easement Area, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Easement Area with concrete, asphalt or any other impervious material except for those habitat management activities specified in the Permits or Management Plan.

(l) Removing, destroying, or cutting of trees, shrubs or other vegetation,

except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease; except as specifically provided in the Permits or Management Plan.

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Easement Area, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except as specifically provided in the Permits or Management Plan.

(n) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights for the Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (iv) any water from wells that are in existence or may be constructed in the future on the Easement Area.

(o) Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor and/or Permittee, the Easement Area, or the use or activity in question.

4. Grantee's Duties.

(a) To ensure that the purposes of this Conservation Easement as described in Section 1 are being accomplished, Grantee and its successors and assigns shall:

(1) Observe and carry out the obligations of Grantee pursuant to the Permits and Management Plan;

(2) Perform, at a minimum on an annual basis, compliance monitoring inspections of the Easement Area; and

(3) Prepare reports on the results of the compliance monitoring inspections, and provide these reports to the Signatory Agencies on an annual basis.

(b) In the event that the Grantee's interest in this easement is held by, reverts to, or is transferred to the State of California, Section 4(a) shall not apply.

5. Permittee's Duties.

Permittee shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Easement Area or that are otherwise inconsistent with this Conservation Easement. In addition, Permittee shall undertake all necessary actions to perfect and defend Grantee's rights under Section 2 of this Conservation Easement, and to observe and carry out the obligations of

Permittee under the Permits and the Management Plan.

6. Reserved Rights.

Grantor reserves to itself and Permittee, and to their successors and assigns, all rights accruing from Grantor's ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

7. Grantee's Remedies.

If Grantee determines that a violation of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Permittee of such violation and demand in writing the cure of such violation ("Notice of Violation"). If Permittee fails to cure the violation within thirty (30) days after receipt of a Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Permittee fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Area; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Permittee, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

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

Permittee agrees that Grantee's remedies at law for any violation of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to the remedies set forth in California Civil Code Section 815, *et seq.* The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

(a) Costs of Enforcement.

All costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Permittee, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by

negligence or breach of this Conservation Easement, shall be borne by Permittee.

(b) Grantee's Discretion.

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

(c) Acts Beyond Grantor's and Permittee's Control.

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

(d) Enforcement; Standing.

All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the Third-Party Beneficiaries (as defined in Section 14(m)). These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Permits or the Management Plan. If at any time in the future Grantor or Permittee uses, allows the use, or threatens to use or allow use of, the Easement Area for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and the Third-Party Beneficiaries each has standing as an interested party in any proceeding affecting this Conservation Easement.

(e) Notice of Conflict.

If Permittee receives a Notice of Violation from Grantee or a Third-Party Beneficiary with which it is impossible for Permittee to comply consistent with any prior uncured Notice(s) of Violation, Permittee shall give written notice of the conflict (hereinafter "Notice of Conflict") to the Grantee and Third-Party Beneficiaries. In order to be valid, a Notice of Conflict shall be given within fifteen (15) days of the date Permittee receives a conflicting Notice of Violation, shall include copies of the conflicting Notices of Violation, and shall describe the conflict with specificity, including how the conflict makes compliance with the uncured Notice(s) of Violation impossible. Upon issuing a valid Notice of Conflict, Permittee shall not be required to comply with the conflicting Notices of Violation until such time as the entity or entities issuing said conflicting Notices of Violation issue(s) revised Notice(s) of Violation that resolve the conflict. Upon receipt of a revised Notice of Violation, Permittee shall comply with such notice within the time period(s) described in the first grammatical paragraph of this Section. The failure of Permittee to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall constitute a waiver of Permittee's ability to

claim a conflict.

(f) Reversion.

If the Signatory Agencies determine that Grantee is not holding, monitoring or managing this Conservation Easement for conservation purposes in the manner specified in this Conservation Easement or in the Permits or the Management Plan then, pursuant to California Government Code Section 65965(c), this Conservation Easement shall revert to the State of California, or to another public agency or nonprofit organization qualified pursuant to Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable) and approved by the Signatory Agencies.

8. Access.

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

9. Costs and Liabilities.

Permittee retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Area. Permittee agrees that neither Grantor nor Grantee nor Third-Party Beneficiaries shall have any duty or responsibility for the operation, upkeep or maintenance of the Easement Area, the monitoring of hazardous conditions on it, or the protection of Permittee, the public or any third parties from risks relating to conditions on the Easement Area. Permittee remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency laws, statutes, ordinances, rules, regulations, orders and requirements.

(a) Taxes; No Liens.

Permittee shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Permittee shall keep the Easement Area free from any liens (other than a security interest that is expressly subordinated to this Conservation Easement, as provided in Section 14(k)), including those arising out of any obligations incurred by Permittee for any labor or materials furnished or alleged to have been furnished to or for Permittee at or for use on the Easement Area.

(b) Hold Harmless.

(1) Permittee shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and collectively, "Grantee's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of

any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantee or any of its employees; (ii) the obligations specified in Sections 5, 9 and 9(a); and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Permittee shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee's Indemnified Party.

(2) Permittee shall hold harmless, protect and indemnify Third-Party Beneficiaries and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Third-Party Beneficiary Indemnified Party" and collectively, "Third-Party Beneficiary Indemnified Parties") and shall hold harmless, protect and indemnify Grantor and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantor Indemnified Party" and collectively, "Grantor's Indemnified Parties") from and against any and all Claims arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause and (ii) the existence or administration of this Conservation Easement. *Provided, however,* that the indemnification in this Section 9 (b) (2) shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due solely to the negligence of that Third-Party Beneficiary Indemnified Party or any of its employees. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties or Grantor's Indemnified Parties by reason of any Claim to which the indemnification in this Section 9 (b) (2) applies, then at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party or the Grantor Indemnified Party, as applicable, Permittee shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or Grantor Indemnified Party, as applicable, or reimburse the Third-Party Beneficiary Indemnified Party or Grantor Indemnified Party, as applicable, for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(c) Extinguishment.

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

(d) Condemnation.

The purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined at California Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

10. Transfer of Conservation Easement or Easement Area.

(a) Conservation Easement.

This Conservation Easement may be assigned or transferred by Grantee upon written approval of the Signatory Agencies, which approval shall not be unreasonably withheld or delayed, but Grantee shall give Permittee, Grantor and the Signatory Agencies at least sixty (60) days prior written notice of the proposed assignment or transfer. Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable), or the laws of the United States; and (ii) otherwise reasonably acceptable to the Signatory Agencies. Grantee shall require the assignee to record the assignment in the county where the Easement Area is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 11.

(b) Easement Area.

Grantor and Permittee agree to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor or Permittee divests itself of any interest in all or any portion of the Easement Area, including, without limitation, a leasehold interest. Grantor and Permittee agree that the deed or other legal instrument shall also incorporate by reference the Permits, the Management Plan, and any amendment(s) to those documents. Grantor and Permittee further agrees to give written notice to Grantee and the Signatory Agencies of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee or the Signatory Agencies shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor or the Permittee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this section is subject to the requirements of Section 11.

11. Merger.

The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Easement Area become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Permittee, Grantor, Grantee, and the Signatory Agencies otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Easement Area.

12. Notices.

Any notice, demand, request, consent, approval, or other communication that Permittee, Grantor or Grantee desires or is required to give to the other shall be in writing, with a copy to each of the Signatory Agencies, and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To Permitee:	East Bay Zoological Society Post Office Box 5238 Oakland, CA 94605 Attn: CEO/President
To Grantor:	City of Oakland 250 Frank Ogawa Plaza Planning and Zoning Department Attn: Darren Ranelletti
To Grantee:	Wildlife Heritage Foundation 563 Second Street, Suite 120 Lincoln, CA 95648 Attn: Patrick Shea, Executive Director
To CDFW:	Department of Fish and Wildlife Bay Delta Region 7329 Silverado Trail Napa, CA 94558 Attn: Regional Manager
With a copy to:	Department of Fish and Wildlife Office of General Counsel 1416 Ninth Street, 12th Floor Sacramento, CA 95814-2090 Attn: General Counsel
To USFWS:	United States Fish and Wildlife Service Sacramento Field Office 2800 Cottage Way, W-2605 Sacramento, CA 95826-1846 Attn: Field Supervisor

or to such other address a party or a Signatory Agency shall designate by written notice to Permittee, Grantor, Grantee and the Signatory Agencies. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

13. Amendment.

This Conservation Easement may be amended only by mutual written agreement of Permittee, Grantor and Grantee and written approval of the Signatory Agencies, which

approval shall not be unreasonably withheld or delayed. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the county in which the Easement Area is located, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Permittee, Grantor and the Signatory Agencies.

14. Additional Provisions.

(a) Controlling Law.

The interpretation and performance of this Conservation Easement shall be governed by the laws of the United States and the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction.

Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement and the policy and purpose of California Civil Code Section 815, *et seq.* and Government Code Section 65965. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability.

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

(d) Entire Agreement.

This document (including its exhibits and the Permits and Management Plan incorporated by reference in this document) sets forth the entire agreement of the parties and the Signatory Agencies with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 13.

(e) No Forfeiture.

Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors.

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

(g) Termination of Rights and Obligations.

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

(h) Captions.

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

(i) No Hazardous Materials Liability.

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

(2) Without limiting the obligations of Permittee under Section 9 (b), Permittee hereby releases and agrees to indemnify, protect and hold harmless the Grantee's Indemnified Parties (defined in Section 9 (b) (1)) from and against any and all Claims (defined in Section 9 (b)(1)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Easement Area at any time, except any Hazardous Materials placed, disposed or released by Grantee or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Permittee shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

(3) Without limiting the obligations of Permittee under Section 9 (b), Permittee hereby releases and agrees to indemnify, protect and hold harmless the Third-Party Beneficiary Indemnified Parties and Grantor's Indemnified Parties (defined in Section 9 (b)(2)) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Easement Area at any time, except that this release and indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party and/or Grantor Indemnified Party, as applicable, with respect to any Hazardous Materials placed, disposed or released by that Third-Party Beneficiary Indemnified Party and/or Grantor Indemnified Party, as applicable, or any of their employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation of alleged violation of, or other failure to comply with, any Environmental Laws. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties or Grantor's Indemnified Parties, as applicable, by reason of any such Claim, Permittee shall, at the

election or and upon written notice from the applicable Third-Party Beneficiary Indemnified Party or Grantor Indemnfied Party, defend such action or proceeding by counsel reasonably acceptable to the Third-Party Beneficiary Indemnified Party or Grantor Indemnified Party, as applicable, for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

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

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

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

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

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

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

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

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

(j) Warranty.

Grantor represents and warrants that Grantor is the sole owner of the Easement Area. Permittee represents and warrants that, except as specifically disclosed to and approved by the Signatory Agencies pursuant to the Easement Area Assessment and Warranty signed by Permittee and attached as an exhibit to the Permits and the Management Plan, there are no outstanding mortgages, liens, encumbrances or other interests in the Easement Area (including, without limitation, mineral interests) which may conflict or are inconsistent with this Conservation Easement ***or*** the holder of any outstanding mortgage, lien, encumbrance or other interest in the Easement Area (including, without limitation, mineral interest) which conflicts or is inconsistent with this Conservation Easement has expressly subordinated such interest to this Conservation Easement by a recorded Subordination Agreement approved by Grantee and the Signatory Agencies.

(k) Additional Interests.

Grantor and Permittee shall not grant any additional easements, rights of way or other interests in the Easement Area (other than a security interest that is expressly subordinated to this Conservation Easement), nor shall Grantor and Permittee grant, transfer, abandon or relinquish (each a "Transfer") any mineral, air, or water right or any water associated with the Easement Area, without first obtaining the written consent of Grantee and the Signatory Agencies. Such consent may be withheld if Grantee or the Signatory Agencies determine(s) that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Easement Area. This Section 14(k) shall not limit the provisions of Section 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Easement Area that is subject to this Conservation Easement and complies with Section 10. Grantor and Permittee shall provide a copy of any recorded or unrecorded grant or Transfer document to the Grantee and Signatory Agencies.

(l) Recording.

Grantee shall record this Conservation Easement in the Official Records of the County in which the Easement Area is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) Third-Party Beneficiary.

Grantor, Permittee and Grantee acknowledge that the CDFW, and USFWS (the "Third-Party Beneficiaries") are third party beneficiaries of this Conservation Easement with the right of access to the Easement Area and the right to enforce all of the obligations of Grantor including, but not limited to, Grantor's obligations under Section 14, and all other rights and remedies of the Grantee under this Conservation Easement.

(n) Funding.

Endowment funding for the perpetual management, maintenance and monitoring of the Easement Area is specified in and governed by the Permits and the Management Plan.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the

day and year first above written.

GRANTOR:

BY:_____

NAME:_____

TITLE:_____

DATE: _____

Approved as to form:

General Counsel
State of California
Department of Fish and Game

BY:_____
[*Insert General Counsel Representative*]
General Counsel

PERMITTEE

BY:_____

NAME:_____

TITLE:_____

DATE:_____

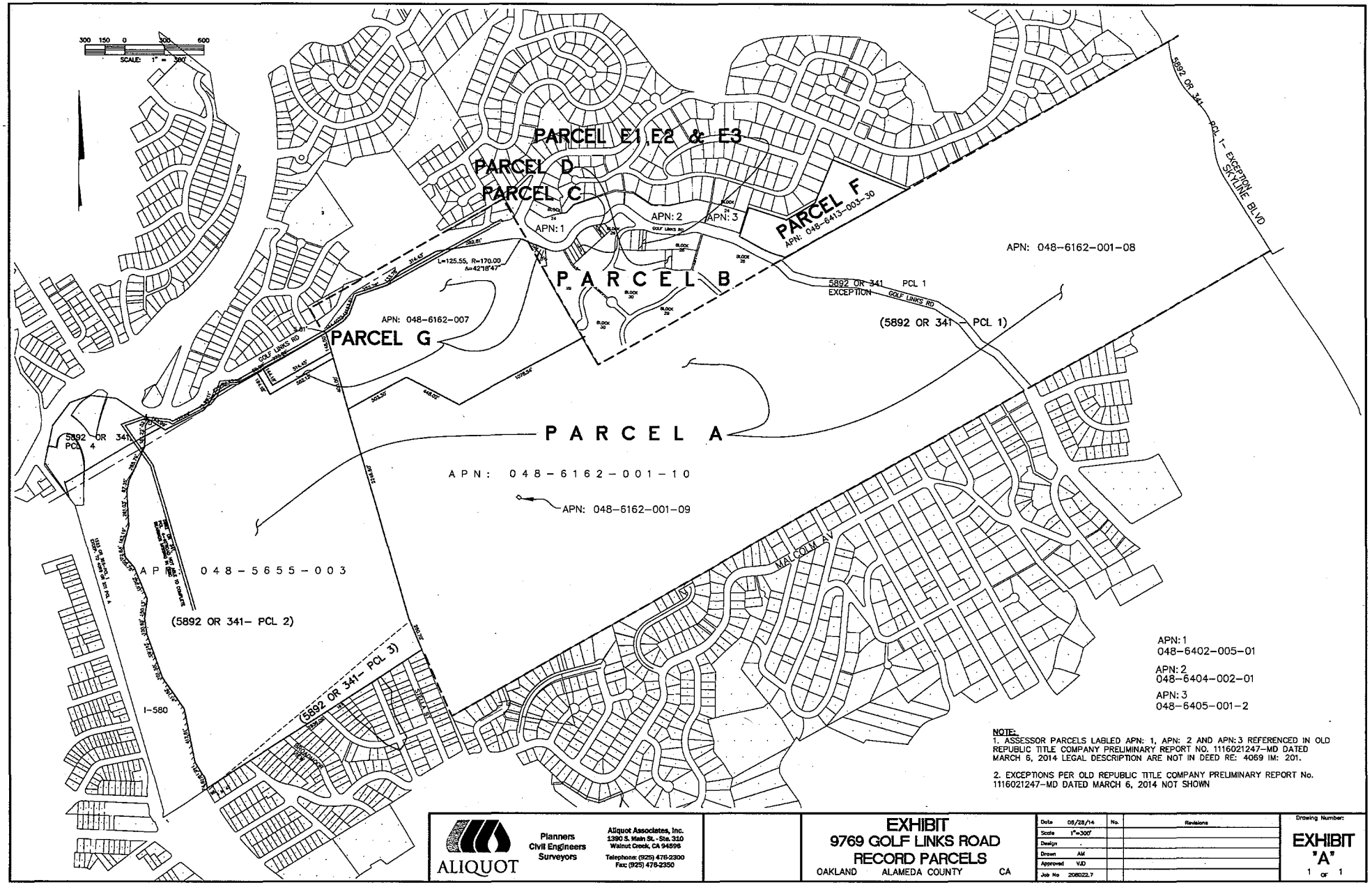
Approved as to form:

BY:_____

Signature:_____

Agency: United States Fish and Wildlife Service

Date:_____



NOTE:

1. ASSESSOR PARCELS LABLED APN: 1, APN: 2 AND APN: 3 REFERENCED IN OLD REPUBLIC TITLE COMPANY PRELIMINARY REPORT NO. 1116021247-MD DATED MARCH 6, 2014 LEGAL DESCRIPTION ARE NOT IN DEED RE: 4069 IM: 201.

2. EXCEPTIONS PER OLD REPUBLIC TITLE COMPANY PRELIMINARY REPORT No. 1116021247-MD DATED MARCH 6, 2014 NOT SHOWN

ALIQUOT
Planners
Civil Engineers
Surveyors
Aliquot Associates, Inc.
1390 S. Main St. - Ste. 310
Walnut Creek, CA 94596
Telephone: (925) 476-2300
Fax: (925) 476-2350

EXHIBIT
9769 GOLF LINKS ROAD
RECORD PARCELS

OAKLAND ALAMEDA COUNTY CA

Date	08/28/14	No.	Revisions
Scale	1"=300'		
Design	-		
Drawn	AM		
Approved	VJD		
Job No	208022.7		

Drawing Number:

EXHIBIT "A"

1 OF 1

EXHIBIT "B"

LEGAL DESCRIPTION
CONSERVATION EASEMENT

REAL PROPERTY SITUATED IN THE CITY OF OAKLAND ,COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE AGREEMENT AND QUITCLAIM DEED BETWEEN THE STATE OF CALIFORNIA TO THE CITY OF OAKLAND, DATED MARCH 4, 1875 AND RECORDED AUGUST 18, IN REEL 4069, IMAGE 201, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

A PORTION OF PARCEL A AND G AS DESCRIBED IN SAID AGREEMENT AND QUITCLAIM DEED BETWEEN THE STATE OF CALIFORNIA TO THE CITY OF OAKLAND (RE: 4069, IM: 201) **COMMENCING** AT THE CITY MONUMENT "ZOO" HAVING ***CCS83, ZONE 3*** COORDINATES: NORTH Y- COORDINATE 2,100,111.58 FEET, EAST X- COORDINATE 6,087,878.80 FEET, AS IS SHOWN ON THAT CERTAIN SUBDIVISION MAP ENTITLED "TRACT 1812", FILED SEPTEMBER 18, 1958, IN BOOK 39 OF MAPS, AT PAGE 9, OFFICIAL RECORDS OF ALAMEDA COUNTY; THENCE NORTH 13° 38'47" EAST 1,009.64 FEET TO A POINT, SAID POINT HAVING ***CCS83, ZONE 3*** COORDINATES: WHOSE NORTHING Y- COORDINATE 2,101,092.71 FEET, AND WHOSE EASTING X- COORDINATE 6,088,117.00 FEET ALSO BEING THE **TRUE POINT OF BEGINNING**; THE FOLLOWING SIXTY-EIGHT(68) COURSES:

1) NORTH 31° 41' 52" WEST 72.60 FEET;
2) NORTH 81° 07' 21" WEST 90.54 FEET;
3) NORTH 79° 12' 27" WEST 504.75 FEET;
4) SOUTH 28° 51' 12" WEST 74.96 FEET;
5) SOUTH 55° 54' 30" EAST 128.93 FEET;
6) SOUTH 62° 49' 24" EAST 102.57 FEET;
7) SOUTH 61° 59' 03" EAST 50.27 FEET;
8) SOUTH 60° 15' 16" EAST 27.59 FEET;
9) SOUTH 06° 27' 28" EAST 7.99 FEET;
10) SOUTH 10° 20' 11" EAST 42.17 FEET;
11) SOUTH 56° 07' 19" WEST 225.18 FEET;
12) SOUTH 34° 05' 19" EAST 11.91 FEET;
13) SOUTH 55° 54' 35" WEST 18.64 FEET;
14)THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 30.75 THROUGH A CENTRAL ANGLE OF 90° 52' 35", 48.78 FEET;
15)S 34°05' 25" EAST 138.75 FEET;
16)THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 214.00 THROUGH A CENTRAL ANGLE OF 06° 44' 28", 25.18 FEET;
17)THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 86.00 THROUGH A CENTRAL ANGLE OF 04° 03' 57", 6.10 FEET;
18) SOUTH 03°25' 46" WEST 94.01 FEET;
19)THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 86.83 THROUGH A CENTRAL

ANGLE OF 05° 08' 51", 7.80 FEET;
20) SOUTH 08° 34' 36" WEST 81.82 FEET;
21) SOUTH 63° 23' 16" WEST 19.99 FEET;
22) SOUTH 78° 29' 43" WEST 69.27 FEET;
23) SOUTH 81° 13' 24" WEST 27.01 FEET;
24) NORTH 80° 09' 24" WEST 28.21 FEET;
25) NORTH 59° 30' 00" WEST 48.36 FEET;
26) NORTH 52° 17' 44" WEST 82.98 FEET;
27) NORTH 51° 01' 41" WEST 36.42 FEET;
28) NORTH 50° 06' 22" WEST 36.58 FEET;
29) NORTH 51° 01' 50" WEST 21.11 FEET;
30) NORTH 52° 18' 30" WEST 21.12 FEET;
31) NORTH 53° 35' 19" WEST 21.10 FEET;
32) NORTH 54° 52' 20" WEST 21.08 FEET;
33) NORTH 56° 11' 41" WEST 29.50 FEET;
34) NORTH 57° 25' 31" WEST 29.47 FEET;
35) NORTH 58° 39' 28" WEST 29.45 FEET;
36) NORTH 59° 53' 32" WEST 29.02 FEET;
37) NORTH 56° 33' 23" WEST 13.87 FEET;
38) NORTH 58° 54' 05" WEST 14.38 FEET;
39) NORTH 61° 14' 37" WEST 14.38 FEET;
40) NORTH 63° 34' 58" WEST 14.39 FEET;
41) NORTH 65° 55' 08" WEST 14.56 FEET;
42) NORTH 70° 07' 06" WEST 40.86 FEET;
43) NORTH 76° 44' 46" WEST 36.46 FEET;
44) NORTH 01° 56' 43" EAST 18.96 FEET;
45) NORTH 18° 46' 43" WEST 26.11 FEET;
46) NORTH 21° 40' 21" WEST 81.52 FEET;
47) NORTH 54° 24' 05" WEST 27.26 FEET;
48) NORTH 70° 52' 09" WEST 42.23 FEET;
49) SOUTH 88° 06' 10" WEST 20.75 FEET;
50) SOUTH 80° 16' 36" WEST 49.54 FEET;
51) SOUTH 64° 53' 37" WEST 23.30 FEET;
52) SOUTH 46° 08' 49" WEST 57.32 FEET;
53) SOUTH 06° 12' 32" EAST 19.94 FEET;
54) SOUTH 61° 56' 18" WEST 108.22 FEET;
55) SOUTH 69° 34' 06" WEST 87.42 FEET;
56) NORTH 79° 01' 56" WEST 58.14 FEET;
57) SOUTH 72° 09' 49" WEST 35.98 FEET;
58) SOUTH 69° 45' 21" WEST 54.91 FEET;
59) SOUTH 89° 23' 53" WEST 78.90 FEET;
60) NORTH 79° 30' 44" WEST 110.62 FEET;
61) NORTH 20° 34' 33" WEST 188.63 FEET;
62) NORTH 20° 59' 11" WEST 267.07 FEET;
63) NORTH 57° 42' 19" EAST 456.74 FEET;
64) NORTH 66° 16' 26" EAST 1219.06 FEET;
65) SOUTH 32° 06' 43" EAST 486.35 FEET;

66) NORTH 58° 57' 59" EAST 63.14 FEET;
67) SOUTH 32° 55' 30" EAST 476.34 FEET;
68) SOUTH 59° 04' 49" WEST 41.39 FEET **TO THE POINT OF BEGINNING.**

CONTAINING 33.10 ACRES OF LAND, MORE OR LESS.

BEING A PORTION OF APN'S 048-6162-001-10 AND 048-6162-007

PARCEL 2

A PORTION OF PARCEL A AS DESCRIBED IN SAID AGREEMENT AND QUITCLAIM DEED BETWEEN THE STATE OF CALIFORNIA TO THE CITY OF OAKLAND (RE: 4069, IM: 201) COMMENCING AT THE CITY MONUMENT "ZOO" HAVING ***CCS83, ZONE 3*** COORDINATES: NORTH Y- COORDINATE 2,100,111.58 FEET, EAST X- COORDINATE 6,087,878.80 FEET, AS IS SHOWN ON THAT CERTAIN SUBDIVISION MAP ENTITLED "TRACT 1812", FILED SEPTEMBER 18, 1958, IN BOOK 39 OF MAPS, AT PAGE 9, OFFICIAL RECORDS OF ALAMEDA COUNTY; THENCE NORTH 69° 02'02" WEST 1,492.09 FEET TO A POINT, SAID POINT HAVING CCS83, ZONE 3 COORDINATES: WHOSE NORTHING Y- COORDINATE 2,100,645.47 FEET, AND WHOSE EASTING X- COORDINATE 6,086,485.49_FEET ALSO BEING THE **TRUE POINT OF BEGINNING**; THE FOLLOWING THIRTY-ONE (31) COURSES:

1) NORTH 0° 07' 15" EAST 41.71 FEET;
2) NORTH 87° 43' 46" EAST 93.75 FEET;
3) NORTH 74° 24' 34" EAST 50.21 FEET;
4) NORTH 66° 35' 25" EAST 82.05 FEET;
5) NORTH 76° 23' 57" EAST 59.28 FEET;
6) SOUTH 61° 52' 34" EAST 51.62 FEET;
7) SOUTH 77° 28' 00" EAST 174.00 FEET;
8) SOUTH 63° 22' 21" EAST 103.64 FEET;
9) SOUTH 61° 39' 36" EAST 12.28 FEET;
10) SOUTH 43° 22' 24" WEST 140.75 FEET;
11) SOUTH 24° 39' 14" EAST 34.10 FEET;
12) SOUTH 30° 25' 19" EAST 46.85 FEET;
13) SOUTH 26° 34' 45" EAST 28.41 FEET;
14) SOUTH 38° 15' 51" EAST 23.99 FEET;
15) SOUTH 45° 45' 01" EAST 16.97 FEET;
16) SOUTH 36° 30' 10" EAST 72.92 FEET;
17) SOUTH 34° 32' 42" EAST 19.24 FEET;
18) SOUTH 20° 17' 12" EAST 32.86 FEET;
19) SOUTH 51° 11' 14" WEST 20.71 FEET;
20) SOUTH 52° 26' 54" WEST 37.02 FEET;
21) SOUTH 67° 44' 57" WEST 75.91 FEET;
22) SOUTH 69° 16' 60" WEST 42.94 FEET;
23) SOUTH 58° 50' 39" WEST 38.93 FEET;
24) SOUTH 34° 13' 55" WEST 36.80 FEET;

25) SOUTH 61° 13' 06" WEST 49.53 FEET;
26) SOUTH 64° 16' 32" WEST 100.00 FEET;
27) SOUTH 69° 55' 23" WEST 56.14 FEET;
28) NORTH 79° 31' 31" WEST 214.85 FEET;
29) NORTH 00° 14' 48" EAST 25.69 FEET;
30) NORTH 02° 37' 05" WEST 224.08 FEET;
31) NORTH 04° 50' 20" WEST 272.91 FEET **TO THE POINT OF BEGINNING.**

CONTAINING 7.13 ACRES OF LAND, MORE OR LESS.

BEING A PORTION OF APN 048-6162-001-10

PARCEL 3

A PORTION OF PARCEL A AS DESCRIBED IN SAID AGREEMENT AND QUITCLAIM DEED BETWEEN THE STATE OF CALIFORNIA TO THE CITY OF OAKLAND (RE: 4069, IM: 201) **COMMENCING** AT THE CITY MONUMENT "ZOO" HAVING ***CCS83, ZONE 3*** COORDINATES: NORTH Y- COORDINATE 2,100,111.58 FEET, EAST X- COORDINATE 6,087,878.80 FEET, AS IS SHOWN ON THAT CERTAIN SUBDIVISION MAP ENTITLED "TRACT 1812", FILED SEPTEMBER 18, 1958, IN BOOK 39 OF MAPS, AT PAGE 9, OFFICIAL RECORDS OF ALAMEDA COUNTY; THENCE SOUTH 54° 49'55" WEST 436.07 FEET TO A POINT, SAID POINT HAVING CCS83, ZONE 3 COORDINATES: WHOSE NORTHING Y- COORDINATE 2,099,860.41 FEET, AND WHOSE EASTING X- COORDINATE 6,087,522.32 FEET ALSO BEING THE **TRUE POINT OF BEGINNING**; THE FOLLOWING FOURTY-SIX (46) COURSES:

1) SOUTH 77° 37' 0" WEST 31.52 FEET;
2) SOUTH 49° 56' 07" WEST 129.63 FEET;
3) SOUTH 27° 18' 00" WEST 80.64 FEET;
4) SOUTH 18° 39' 33" EAST 160.88 FEET;
5) SOUTH 22° 16' 21" WEST 4.00 FEET;
6) SOUTH 33° 23' 38" WEST 158.27 FEET;
7) SOUTH 56° 58' 16" WEST 113.69 FEET;
8) SOUTH 43° 00' 53" WEST 48.21 FEET;
9) SOUTH 39° 35' 31" WEST 23.02 FEET;
10) SOUTH 72° 06' 35" WEST 26.80 FEET;
11) SOUTH 72° 06' 3" WEST 82.41 FEET;
12)THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 72.35 THROUGH A CENTRAL ANGLE OF 06° 27' 14", 8.15 FEET;
13)THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 88.000 THROUGH A CENTRAL ANGLE OF 29° 08' 43", 44.76 FEET;
14)THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1733.00 THROUGH A CENTRAL ANGLE OF 04° 45' 23", 143.87 FEET;
15) NORTH 39° 37' 24" WEST 85.00

16)THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 865.84 THROUGH A CENTRAL ANGLE OF 02° 01' 35", 30.62 FEET;

17) NORTH 08° 08' 06" WEST 78.88 FEET;
18) NORTH 25° 03' 23" EAST 43.98 FEET;
19) NORTH 23° 58' 35" EAST 46.74 FEET;
20) NORTH 10° 40' 47" EAST 95.82 FEET;
21) NORTH 73° 58' 10" WEST 230.19 FEET;
22) NORTH 35° 49' 37" EAST 218.4

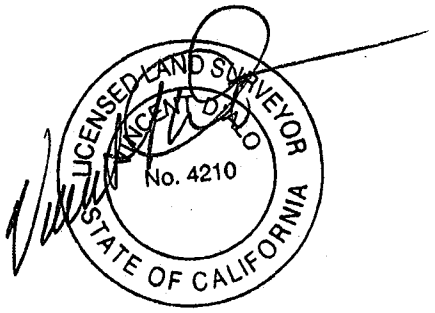
23) NORTH 64° 44' 54" EAST 131.19 FEET;
24) NORTH 3° 4' 41" EAST 61.51 FEET;
25) NORTH 36° 56' 05" EAST 51.28 FEET;
26) NORTH 56° 39' 26" EAST 36.62 FEET;
27) NORTH 71° 49' 57" EAST 49.83 FEET;
28) NORTH 82° 18' 31" EAST 53.03 FEET;
29) NORTH 88° 54' 46" EAST 112.90 FEET;
30) SOUTH 87° 6' 38" EAST 71.46 FEET;
31) NORTH 71° 10' 42" EAST 38.46 FEET;
32) NORTH 29° 47' 42" EAST 116.39 FEET;
33) NORTH 38° 05' 32" EAST 66.93 FEET;
34) NORTH 88° 20' 40" EAST 180.18 FEET;
35) NORTH 85° 11' 22" EAST 54.74 FEET;
36) SOUTH 29° 32' 36" EAST 24.25 FEET;
37)THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 THROUGH A CENTRAL ANGLE OF 88° 42' 22", 108.37 FEET;
38)THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 117.000 THROUGH A CENTRAL ANGLE OF 15° 38' 52", 31.95 FEET;
39) SOUTH 49° 08' 08" WEST 47.98 FEET;
40)THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 410.53 THROUGH A CENTRAL ANGLE OF 23° 19' 30", 167.13 FEET;
41)THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 220.67 THROUGH A CENTRAL ANGLE OF 13° 11' 13", 50.79 FEET;
42) SOUTH 06° 08' 03" EAST 25.10 FEET;
43)THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 130.67 THROUGH A CENTRAL ANGLE OF 10° 22' 10", 23.65 FEET;
44)THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 321.00 THROUGH A CENTRAL ANGLE OF 05° 11' 06", 29.05 FEET;
45)THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 81.00 THROUGH A CENTRAL ANGLE OF 15° 52' 33", 22.44 FEET;
46)THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 340.67 THROUGH A CENTRAL ANGLE OF 03° 36' 09", 21.42 FEET **TO THE POINT OF BEGINNING.**

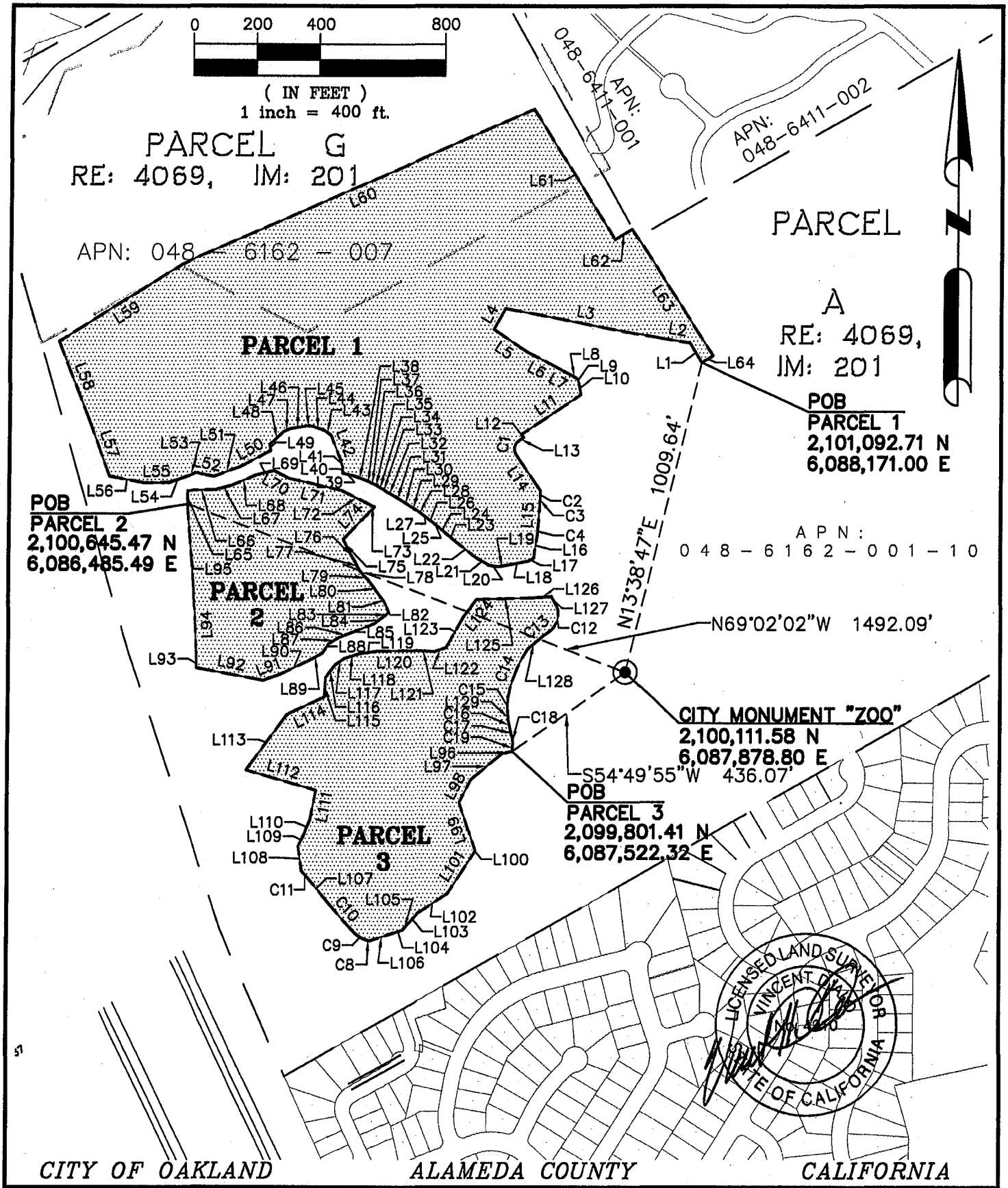
CONTAINING 12.33 ACRES OF LAND, MORE OR LESS.

BEING A PORTION OF APN 048-6162-001-10

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS ***CCS83, ZONE 3 (2010).*** ALL BEARINGS AND DISTANCES ARE GRID AND U.S. SURVEY FEET.

SEE PLAT SHEET 1, 2, AND 3 TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF, FOR REFERENCE ONLY.





ALIQUOT

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Subject CONSERVATION EASEMENT
Job No. 208022.5 Scale 1"=400'
By AM Date 10/20/14 Chkd. VJD
SHEET 1 OF 3

PARCEL 1

Parcel Line Table		
Line #	Length	Direction
L1	72.60	N31° 41' 52"W
L2	90.54	N81° 07' 21"W
L3	504.75	N79° 12' 27"W
L4	74.96	S28° 51' 12"W
L5	128.93	S55° 54' 29"E
L6	102.57	S62° 49' 24"E
L7	50.27	S61° 59' 03"E
L8	27.59	S60° 15' 16"E
L9	7.99	S6° 27' 28"E
L10	42.17	S10° 20' 11"E
L11	225.18	S56° 07' 19"W
L12	11.91	S34° 05' 19"E
L13	18.64	S55° 54' 35"W
L14	138.75	S34° 05' 25"E
L15	94.01	S3° 25' 46"W
L16	81.82	S8° 34' 36"W
L17	19.99	S63° 23' 16"W
L18	69.27	S78° 29' 43"W
L19	27.01	S81° 13' 24"W
L20	28.21	N80° 09' 24"W
L21	48.36	N59° 30' 00"W
L22	82.98	N52° 17' 44"W
L23	36.42	N51° 01' 41"W
L24	36.58	N50° 06' 22"W
L25	21.11	N51° 01' 50"W

Parcel Line Table		
Line #	Length	Direction
L26	21.12	N52° 18' 30"W
L27	21.10	N53° 35' 19"W
L28	21.08	N54° 52' 20"W
L29	29.50	N56° 11' 41"W
L30	29.47	N57° 25' 31"W
L31	29.45	N58° 39' 28"W
L32	29.02	N59° 53' 32"W
L33	13.87	N56° 33' 23"W
L34	14.38	N58° 54' 05"W
L35	14.38	N61° 14' 37"W
L36	14.39	N63° 34' 58"W
L37	14.56	N65° 55' 08"W
L38	40.86	N70° 07' 06"W
L39	36.46	N76° 44' 46"W
L40	18.96	N1° 56' 43"E
L41	26.12	N18° 46' 43"W
L42	81.52	N21° 40' 21"W
L43	27.26	N54° 24' 05"W
L44	42.23	N70° 52' 09"W
L45	20.75	S88° 06' 10"W
L46	49.54	S80° 16' 36"W
L47	23.30	S64° 53' 37"W
L48	57.32	S46° 08' 49"W
L49	19.94	S6° 12' 32"E
L50	108.22	S61° 56' 18"W

Parcel Line Table		
Line #	Length	Direction
L51	87.42	S69° 34' 06"W
L52	58.14	N79° 01' 56"W
L53	35.98	S72° 09' 49"W
L54	54.91	S69° 45' 21"W
L55	78.90	S89° 23' 53"W
L56	110.62	N79° 30' 44"W
L57	188.63	N20° 34' 33"W
L58	267.07	N20° 59' 11"W
L59	456.74	N57° 42' 19"E
L60	1219.06	N66° 16' 26"E
L61	486.35	S32° 06' 43"E
L62	63.14	N58° 57' 59"E
L63	476.34	S32° 55' 30"E
L64	41.39	S59° 04' 49"W

Curve Table			
Curve #	Length	Radius	Delta
C1	48.78	30.75	90° 52' 35"
C2	25.18	214.00	6° 44' 28"
C3	6.10	86.00	4° 03' 57"
C4	7.80	86.83	5° 08' 51"

THE BASIS OF BEARINGS FOR THIS PLAT IS CCS83, ZONE 3 (2010). ALL BEARINGS AND DISTANCES ARE GRID AND U.S. SURVEY FEET.

THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE ACCOMPANYING LAND DESCRIPTION FOR CONTROLLING BOUNDARY INFORMATION.

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Subject CONSERVATION EASEMENT
Job No. 208022.5 Scale
By AM Date 10/20/14 Chkd. VJD
SHEET 2 OF 3

Y:\208022\survey\Plats\Conservatin Easement\CE Plat.dwg

PARCEL 2

Parcel Line Table		
Line #	Length	Direction
L65	41.71	N0° 07' 15"E
L66	93.75	N87° 43' 46"E
L67	50.21	N74° 24' 34"E
L68	82.05	N66° 35' 25"E
L69	59.28	N76° 23' 57"E
L70	51.62	S61° 52' 34"E
L71	174.00	S77° 28' 00"E
L72	103.64	S63° 22' 21"E
L73	12.28	S61° 39' 35"E
L74	140.75	S43° 22' 24"W
L75	34.10	S24° 39' 14"E
L76	46.85	S30° 25' 19"E
L77	28.41	S26° 34' 45"E
L78	23.99	S38° 15' 51"E
L79	16.97	S45° 45' 01"E
L80	72.92	S36° 30' 10"E
L81	19.24	S34° 32' 42"E
L82	32.86	S20° 17' 12"E
L83	20.71	S51° 11' 14"W
L84	37.02	S52° 26' 54"W
L85	75.91	S67° 44' 57"W
L86	42.94	S69° 17' 00"W
L87	38.93	S58° 50' 39"W
L88	36.80	S34° 13' 55"W
L89	49.53	S61° 13' 06"W
L90	100.00	S64° 16' 32"W
L91	56.14	S69° 55' 23"W
L92	214.85	N79° 31' 31"W
L93	25.69	N0° 14' 48"E
L94	224.08	N2° 37' 05"W
L95	272.91	N4° 50' 20"W

PARCEL 3

Parcel Line Table		
Line #	Length	Direction
L96	31.52	S77° 37' 02"W
L97	129.63	S49° 56' 07"W
L98	80.64	S27° 18' 00"W
L99	160.88	S18° 39' 33"E
L100	4.01	S22° 16' 21"W
L101	158.27	S33° 23' 38"W
L102	113.69	S56° 58' 16"W
L103	48.21	S43° 00' 53"W
L104	26.80	S72° 06' 35"W
L105	23.02	S39° 35' 31"W
L106	82.41	S72° 06' 35"W
L107	85.00	N39° 37' 24"W
L108	78.88	N8° 08' 06"W
L109	43.98	N25° 03' 23"E
L110	46.74	N23° 58' 35"E
L111	95.82	N10° 40' 47"E
L112	230.19	N73° 58' 10"W

Parcel Line Table		
Line #	Length	Direction
L113	218.42	N35° 49' 37"E
L114	131.19	N64° 44' 54"E
L115	61.51	N3° 04' 41"E
L116	51.28	N36° 56' 05"E
L117	36.62	N56° 39' 26"E
L118	49.83	N71° 49' 57"E
L119	53.03	N82° 18' 31"E
L120	112.90	N88° 54' 46"E
L121	71.46	S87° 06' 38"E
L122	38.46	N71° 10' 42"E
L123	116.39	N29° 47' 42"E
L124	66.93	N38° 05' 32"E
L125	180.18	N88° 20' 40"E
L126	54.74	N85° 11' 22"E
L127	24.25	S29° 32' 36"E
L128	47.98	S49° 08' 08"W
L129	25.10	S6° 08' 04"E

Curve Table			
Curve #	Length	Radius	Delta
C8	8.15	72.35	6° 27' 14"
C9	44.76	88.00	29° 08' 43"
C10	143.87	1733.00	4° 45' 23"
C11	30.62	865.84	2° 01' 35"
C12	108.37	70.00	88° 42' 22"
C13	31.95	117.00	15° 38' 52"
C14	167.13	410.53	23° 19' 30"
C15	50.79	220.67	13° 11' 13"
C16	23.65	130.67	10° 22' 10"
C17	29.05	321.00	5° 11' 06"
C18	22.44	81.00	15° 52' 33"
C19	21.42	340.67	3° 36' 09"

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Subject CONSERVATION EASEMENT
Job No. 208022.5 Scale
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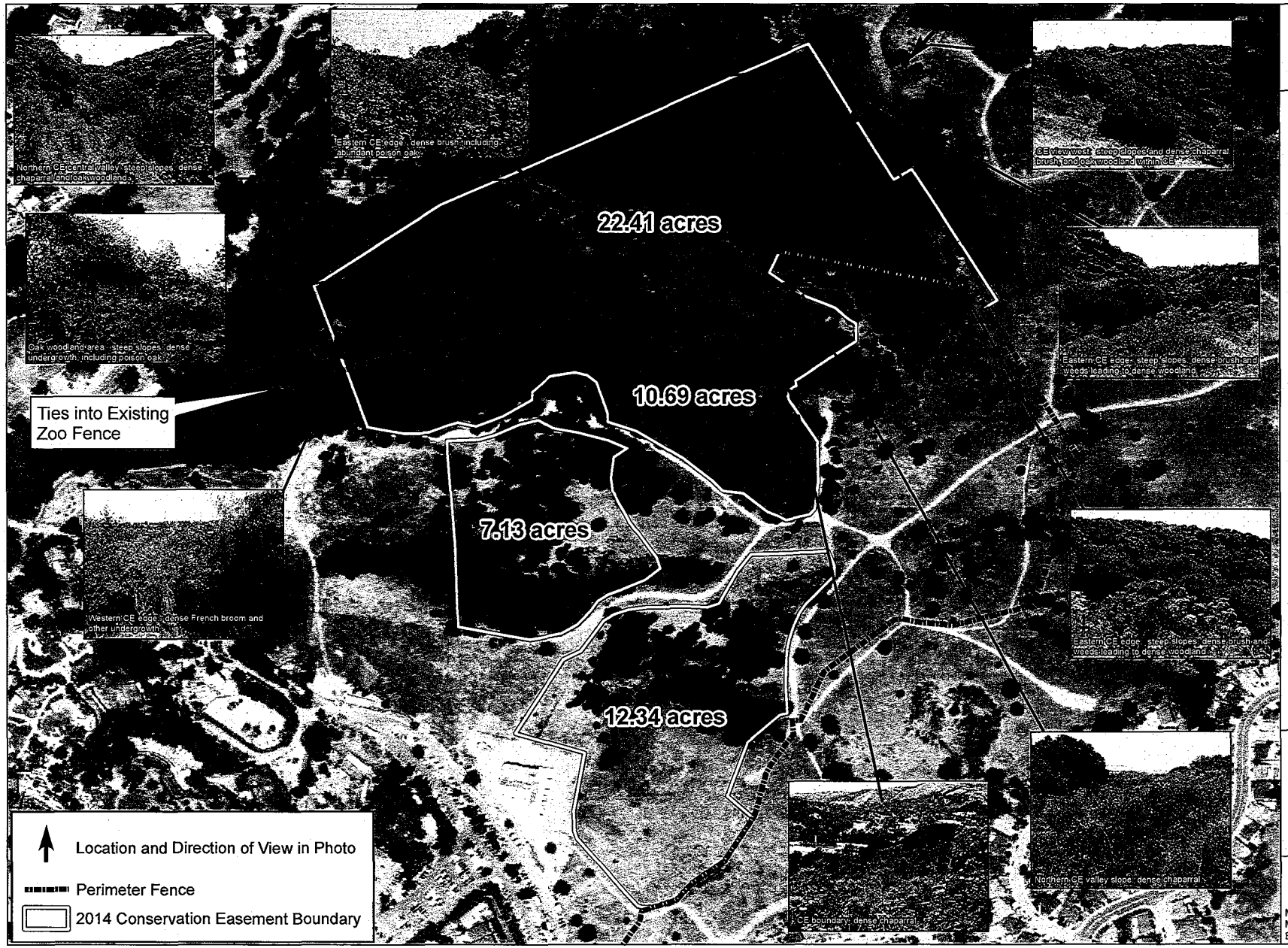
SHEET 3 OF 3

ATTACHMENT E



Oakland Zoo
Oakland
Alameda County
California

Attachment E

Representative Images of Conservation Easement Area Outside the Perimeter Fence

N
W E
S

0 275 550
Feet

Map Date: August 2014
Map By: Chris Zumwalt
Base Source: USDA NAIP 2012

Path: L:\Acad 2000 Files\20000\20184\gis\arcmap\Exhibits\Map 1 Photos 11x17 20140902.mxd

ATTACHMENT F

ENVIRONMENTAL COLLABORATIVE

Consultation • Documentation • Restoration
1268 64th Street • Emeryville, CA 94608
Phone 510/654-4444 • FAX 510/655-4444

MEMORANDUM

TO: Nik Dehejia
East Bay Zoological Society
PO Box 5238
Oakland, California 94605

DATE: 17 September 2014

FROM: Jim Martin
ENVIRONMENTAL COLLABORATIVE

SUBJECT: Lack of Approved Alameda Whipsnake Mitigation Banks Serving the City of City of Oakland Vicinity

You asked me to summarize the possibility of utilizing an approved mitigation bank as an option to address potential effects of the California Exhibit Project on the State and federally-threatened Alameda whipsnake (*Masticophis lateralis euryxanthus*) in Knowland Park. I have discussed this as an option numerous times with Karen Swaim, the lead herpetologist on the project, as well as representatives of the U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife. Unfortunately, this option is not available to use in addressing potential impacts of the California Exhibit Project because there are no approved mitigation banks for Alameda whipsnake that would service the Oakland vicinity, including Knowland Park and none are expected to become available any time soon.

At the time of the project review and approval in 2011 WRA prepared a letter that was submitted to the City (dated 2 June 2011) regarding mitigation feasibility and cost estimates for the *Alameda Whipsnake Mitigation and Monitoring Plan* prepared by Swaim Biological Inc. for the Zoo's proposed expansion into Knowland (dated May 31, 2011). The 2011 WRA letter to the City references a "Pinole Valley Mitigation Bank/Oursan Ridge Conservation Bank" and that preliminary correspondence indicated "...that credits may be available later in 2011 and that credits would sell for approximately $18-22,000 an acre." This proposed mitigation bank has been proposed on East Bay Municipal District watershed lands along Oursan Ridge east of Pinole. However, it still has not been approved by the resource agencies for use as a mitigation bank for Alameda whipshake or any other species, and it remains uncertain when it would eventually become available, and whether the service area would extend as far south as Oakland.

For background information, mitigation banking is sometimes used as an option to address potential impacts of a project on regulated resources, including species listed under the California Endangered Species Act and/or the federal Endangered Species Act as well as jurisdictional wetlands. Under a resource-agency approved mitigation bank, land is permanently

dedicated and conserved, typically habitat is created and/or enhanced to improve suitability for the targeted resource, and the mitigation bank is managed in perpetuity under agreements with the regulatory agencies. Once established the mitigation bank is then allowed to sell "credits" to applicants with development projects affecting regulated habitat within the approved service area of the mitigation bank. And the number of credits available at each mitigation bank is dependent on the value of created and enhanced conditions for the target resource(s) as determined by the resource agencies with jurisdiction over the target resource(s).

This is a lengthy and expensive process of securing the conservation lands, negotiating and securing the agreements with the resource agencies that basically "approve" the use of the mitigation bank for a predetermined service area. Service areas are generally limited to specific regions to address cumulative trends in habitat loss and other factors of concern to the resource agencies. Again, there are no mitigation banks for Alameda whipsnake with an approved service area that includes the Knowland Park area of Oakland, so this is not an option that is available for the California Exhibit Project in Knowland Park.

Please let me know if you have any other questions related to mitigation banks and their applicability to the California Exhibit Project.

wra
ENVIRONMENTAL CONSULTANTS

Nik Dehejia
Chief Financial Officer
East Bay Zoological Society
P.O. Box 5238
Oakland, CA 94605

Ben Guillon
WRA
Director - Mitigation Banking
999 18th Street, Suite 3000
Denver, CO 80202

October 13, 2014

Dear Nik,

The East Bay Zoological Society ("EBZS") requested WRA to provide an evaluation of the feasibility of purchasing land in Oakland for the purpose of providing mitigation for Alameda whipsnake (AWS) for the Oakland Zoo Expansion Project. EBZS requested that WRA specifically analyze the Leona Heights and Panoramic Hill areas of Oakland. Additionally, we have listed several issues associated with pursuing the option of purchasing land outside of Oakland in the Alameda whipsnake range and challenges with attempting to secure alternative compensatory mitigation than the proposed conservation easement in Knowland Park.

Based on our review, we do not believe that the Leona Heights or Panoramic Hill areas would be viable options as mitigation lands for the Zoo Project. Additionally, several fundamental challenges would impede securing approval of alternative compensatory mitigation lands as a substitute for all or a portion of the proposed conservation easement in Knowland Park.

Leona Heights and Panoramic Hill Areas

WRA evaluated the quality of the habitat for AWS in both areas as well as the availability of parcels large enough to accommodate EBZS needs.

WRA retrieved price information available for vacant lots located in these two areas and that are either currently for sale or have been sold within the past year. In order to provide additional color on the market, we also provided price information on recent home sales in these areas and vacant lot sales in neighboring areas.

The Leona Heights area presents some of the characteristics of AWS habitat. However the area is separated from other AWS habitat areas by residential development and there are no confirmed records of AWS on or adjacent to the property. Without documented presence or adjacency to known occupied habitat, it is unlikely that this or other off-site locations would be

acceptable to the Resource Agencies for compensatory mitigation purposes. In addition, an old mine in the area is a major environmental hazard. Dr. Mbanugo, who owns the parcel containing the mine, has been in legal battle with the California environmental agencies for years. For these reasons, we don't believe that California Department of Fish and Wildlife (CDFW) would look favorably upon an easement located in this area.

From a real estate transaction standpoint, the ownership is highly fragmented and no large parcel could be purchased. Given the risks and costs of a transaction involving multiple landowners, we don't believe this option is viable.

Our research shows only one recent vacant lot sale. The price per acre was $200,000. Two houses have sold in the past 90 days in this area for $501,000 and $590,000. The average lot size was 0.2 acres.

Address	Price	Size in acres	Price per acre	Development	Status
4142 Mountain View Ave, Oakland,	$501,000	0.16	$ 3,185,921	Built	Sold on 08/19/14
4217 Mountain View Ave, Oakland,	$590,000	0.24	$ 2,432,828	Built	Sold on 09/03/14
6301 Leona St, Oakland	$400,000	2.0	$ 200,000	undeveloped	Sold on 12/24/13

Portions of the Panoramic Hill Area present strong characteristics of AWS habitat and likely connectivity with other AWS habitat areas. However, most of the AWS habitat in this area is included either in the Claremont Canyon Regional Preserve or is under ownership by the University of California – Berkeley campus. Private land in the area contains little characteristics of AWS habitat. In addition, the area has been subdivided and many of the lots could be developed in the future. For these reasons, we believe that it would be difficult to find parcels that meet CDFW's requirements for suitable mitigation, even for smaller-sized parcels.

From a real estate transaction standpoint, the ownership is highly fragmented and no large parcel could be purchased. Given the risk and costs of a transaction involving multiple landowners, we don't believe this option is viable.

Our research shows only one vacant lot for sale in the area. The listing price per acre was $636,445. Two houses have sold in the past year in this area for $1,185,000 to $3,300,000. The average lot size was 0.35 acres. We found a 3 acre vacant lot currently offered for sale directly east of the Panoramic Hill area for $233,333 per acre.

Address	Price	Size in acres	Price per acre	Development	Status
837 Panoramic Way, Oakland	$70,000	0.11	$ 636,445	undeveloped	for sale
27 Tanglewood Rd, Berkeley	$3,300,000	0.3	$ 12,692,308	Built	Sold on 04/25/14
285 Stonewall Rd, Berkeley	$1,185,000	0.4	$ 2,890,244	Built	Sold on 11/20/13
38 Dos Osos, Orinda,	$700,000	3.0	$ 233,333	undeveloped	for sale

<u>Issues Associated with Acquiring Property in the AWS range:</u>

If the EBZS were required by the City to pursue acquiring property outside of Oakland and in the AWS range to substitute for the current proposal to establish a conservation easement in Knowland Park, which has been reviewed by the CDFW and the U.S. Fish and Wildlife Service (the Resource Agencies), we caution that this proposal will meet with the following difficulties:

- **Unsuitability of Off-Site Mitigation Lands to Address Project Impacts** - Based on our experience, the Resource Agencies are unlikely to accept mitigation outside of the Oakland Hills area because: (1) the Resource Agencies have a policy of requiring impacts to be mitigated as close as possible to the impacted area; (2) the Resource Agencies consider the AWS habitat in the Oakland hills to be the most threatened

habitat for AWS; (3) the conservation easement in Knowland Park includes the highest quality core habitat for the AWS in Knowland Park; (4) the conservation easement includes the habitat where the snake was trapped during the protocol surveys and thus is the best habitat available to mitigate any impacts to AWS on the site; (5) given that the impact to habitat will occur in Knowland Park and that there is suitable habitat directly adjacent to the impacted area, the proposed conservation easement will provide the best quality mitigation land and lands outside of Knowland Park would not be comparable in terms of mitigation value for the AWS population on site. Consequently, a conservation easement in Knowland Park, which includes the core AWS habitat as currently proposed by the EBZS, would be the most favored location by the Resource Agencies because of its immediate proximity to the impacted area.

- **Limited Availability and Complications in Off-Site Mitigation Lands in Oakland -** The area close to the City has been subdivided and zoned for residential use. Residential lots are usually $100,000s per acre, even for the lots that are currently not buildable (please see price points above). The cost of the mitigation would be prohibitive, particularly given that suitable mitigation land is available in Knowland Park and has been negotiated with the Resource Agencies over the past three years. In addition, assembling a large land area (i.e. from 8 to 52 acres) would require conducting negotiations with most likely multiple landowners and would take many months, or possibly longer, would likely be costly, and would have an uncertain outcome.

- **Complications in Securing Agency Authorizations -** Finally, if EBZS were required to adjust all or even just some of the compensatory mitigation from Knowland Park to another off-site property, the Biological Opinion from the USFWS would require complete revision and this is equivalent to restarting the regulatory process. The new property would need to be reviewed and evaluated by the Resource Agencies and they would need to determine that it is suitable and serves as adequate mitigation for the project impacts in Knowland Park. Obtaining the current approvals from the Resource Agencies has taken over three years of on-going submittals and consultation. We expect that a change requiring off-site mitigation lands would create a substantial delay for the project, possibly years in identifying the approved off-site location, preparing a revised Biological Assessment and other required supporting documents, and obtaining agency authorizations.

Please let me know if you have any questions.

Best regards,

Ben Guillon

Attachment: Supporting documentation

Supporting Documentation

Zillow

4142 Mountain View Ave, Oakland, CA 94605

3 beds, 2 baths, 1,084 sqft

Wonderful bungalow fresh & ready to be your new home! Convenient single level floor plan w/attached garage, updated kitchen, which opens to family rm & has access to back yard. Big level lawn & interesting 2nd structure, currently used as a coveted patio. Easy access to major freeways. Open Sun 7/27

Sold: $501,000

Sold on 08/19/14

Zestimate®: $428,877

Est. Mortgage:
$1,941/mo

Views

If this home is listed on Zillow, it will reach the largest real estate network on the web.*

964 all-time views
of this home ()

320 forecasted views of this home
in the first 7 days after listing for sale
(117 views if listed for rent)

Interested in selling this home?
Post your home as , , , or .

Facts

Lot: 6,850 sqft
Single Family
Built in 1964

Heating: Forced air
Last sold: Aug 2014 for $501,000
Price/sqft: $462

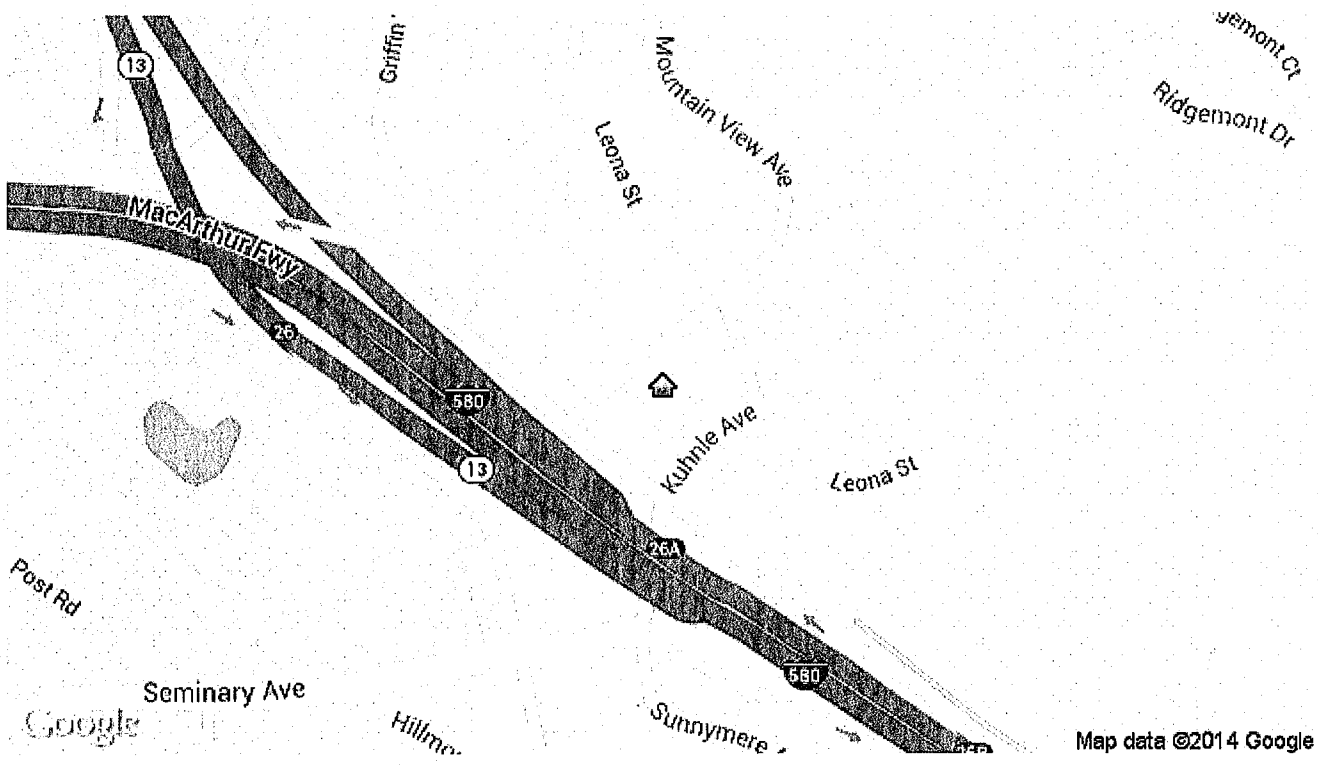
Features

Flooring: Hardwood, Linoleum / Vinyl

Parking: Garage - Attached, 1 space

▾ More

Map



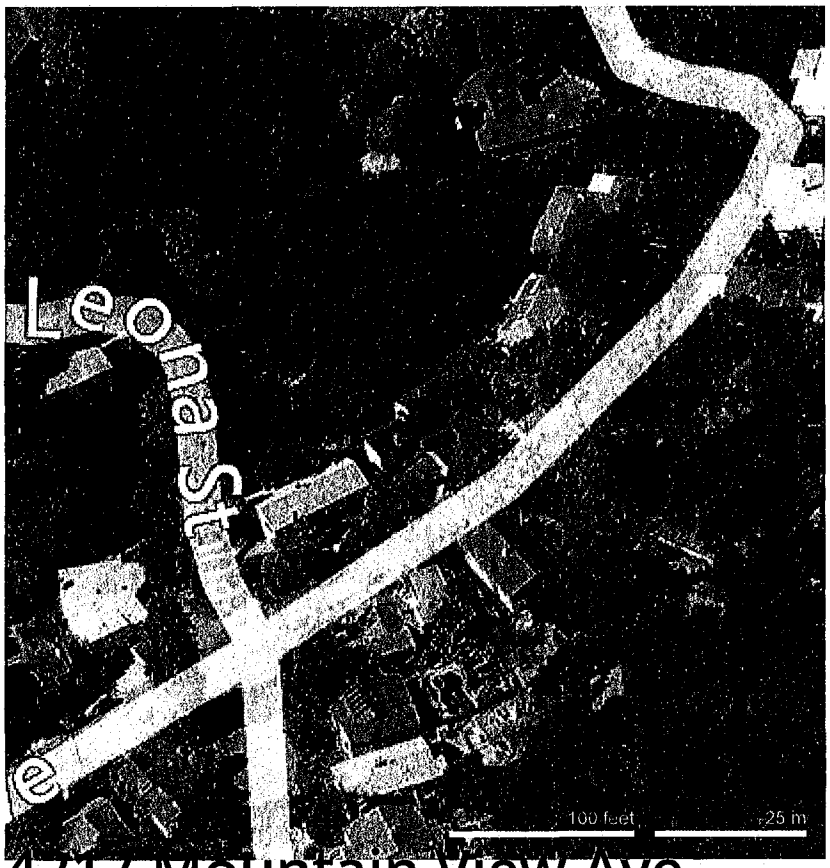
Home Values

Zestimate
$428,877
-$813 Last 30 days
$369K $485K
Zestimate range

Rent Zestimate
$2,278/mo
+$31 Last 30 days
$1.9K $2.7K
Zestimate range

Zestimate forecast
To see Zestimate forecast
0
One year

Zillow



4217 Mountain View Ave, Oakland, CA 94605

3 beds, 3 baths, 2,067 sqft

This 2067 square foot single family home has 3 bedrooms and 3.0 bathrooms. It is located at 4217 Mountain View Ave Oakland, California.

Sold: $590,000

Sold on 09/03/14

Zestimate®: $598,762

Est. Mortgage:
$2,285/mo

Views

If this home is listed on Zillow, it will reach the largest real estate network on the web.*

848 all-time views
of this home ()

406 forecasted views of this home
in the first 7 days after listing for sale
(246 views if listed for rent)

Interested in selling this home?
Post your home as , , , or .

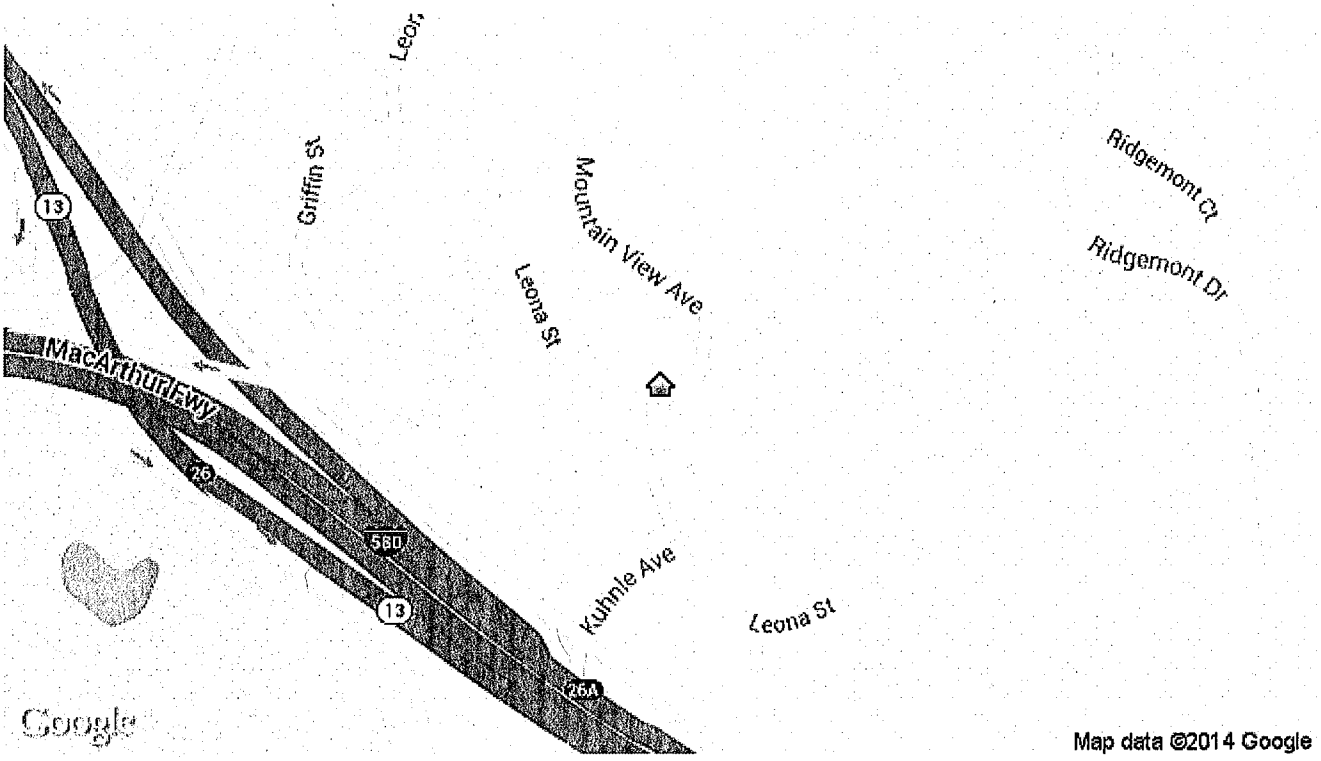
Facts

Lot: 10,564 sqft
Single Family
Built in 1940

Last sold: Sep 2014 for $590,000
Price/sqft: $285

▾ More

Map



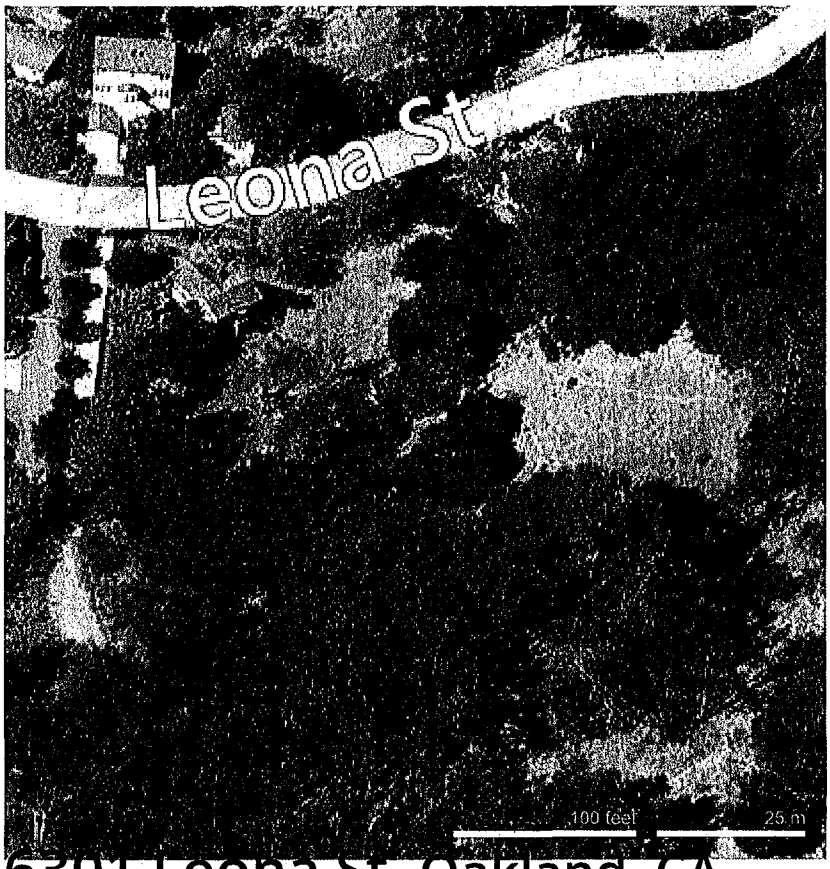
Home Values

Zestimate
$598,762
-$10,587 Last 30 days
$515K $695K
Zestimate range

Rent Zestimate
$2,870/mo
-$23 Last 30 days
$2.4K $3.5K
Zestimate range

Zestimate forecast
To see Zestimate forecast
0
One year

Zillow



6301 Leona St, Oakland, CA 94605

2 acres

Potential abounds in this natural beautiful 2 acres lot * Incredible opprtnty 2 build ur dream home * Bring ur contractors, builders and those w/a vision * Excellent loc minutes 2 FWY 13 and 580, colleges, regional parks, Oakland Zoo, schools, Chabot Space and Science Cntr * Amazing views @ top of hill *..

Sold: $400,000

Sold on 12/24/13

Est. Mortgage:
$1,550/mo

Views

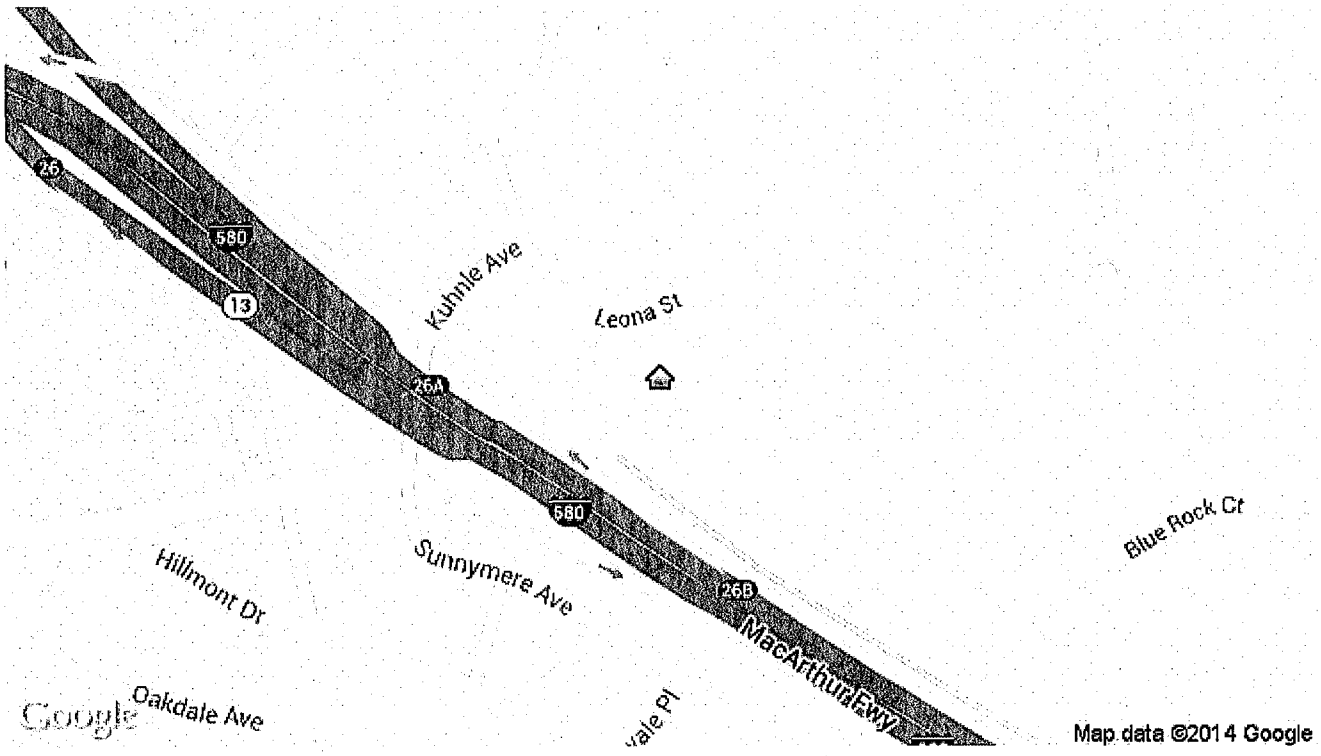
1,167 all-time views
of this home ()

Facts

Last sold: Dec 2013 for $400,000

▾ More

Map



Home Values

Rent Zestimate

$1,892/mo

+$99 Last 30 days

$1.5K $2.8K

Zestimate range

Zillow

837 Panoramic Way, Berkeley, CA 94704

4,791 sqft

Lot/Land
$70,000
Price cut: -$5,000 (7/9)

Est. Mortgage:
$271/mo

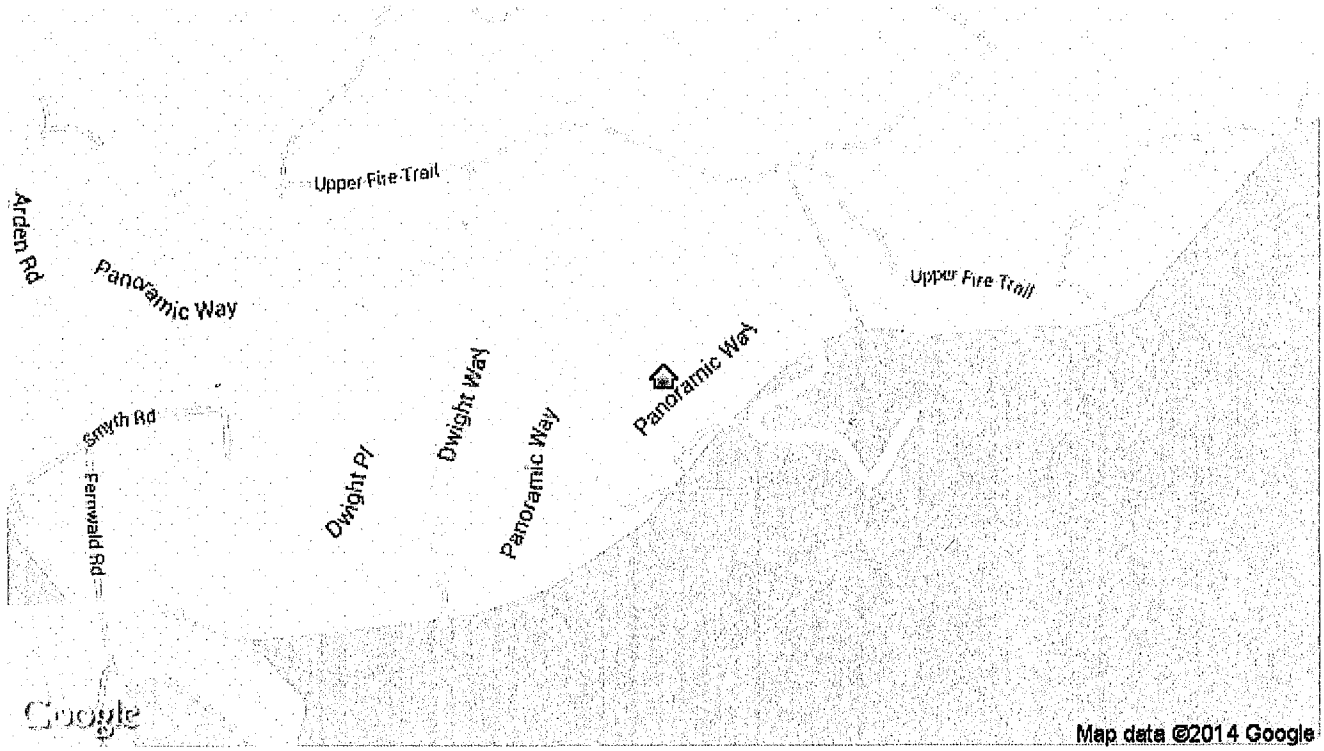
Amazing views of the Bay, rural feel, minutes to downtown Berkeley. The lot feels larger than 5,000 sf because of vertical height. Steep slope. Oakland zoning and planning, Berkeley utilities. Needs new ROAD and environmental impact assessment. No septic. Sewer still no access. Long-term investment.

Facts

140 days on Zillow MLS #: 40656975

▾ More

Map



Home Values

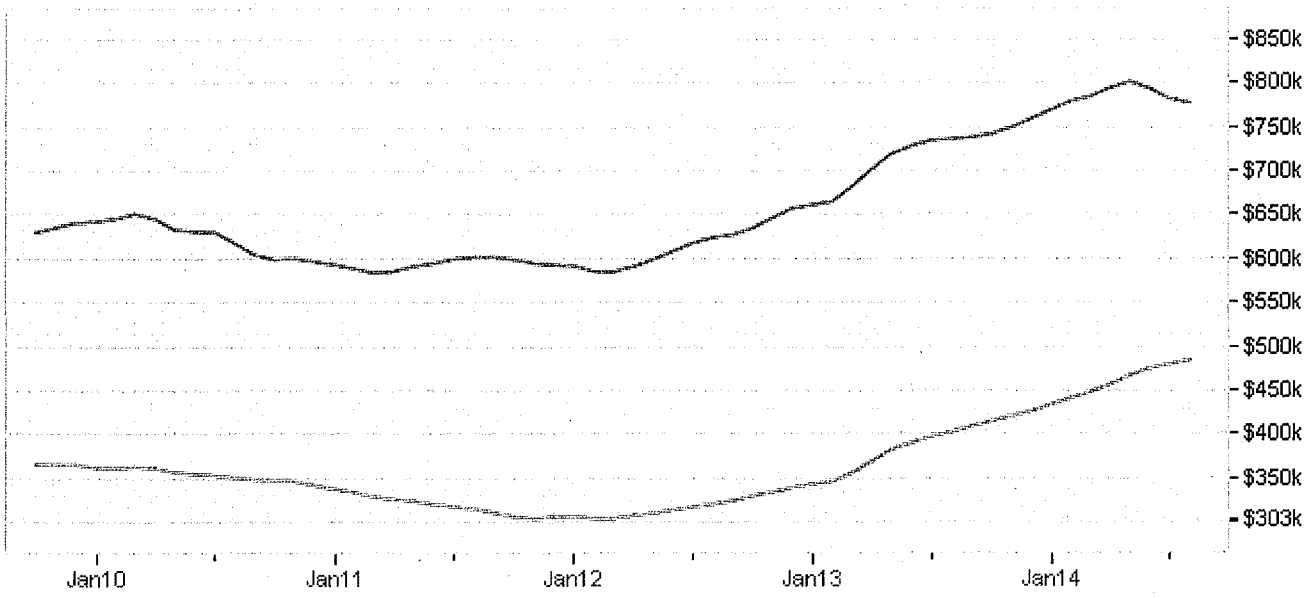
Rent Zestimate

$1,752/mo

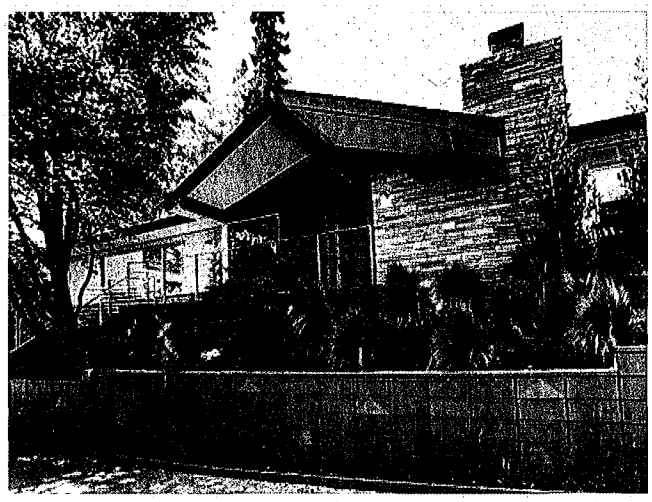
-$61 Last 30 days

$1.5K $2.3K

Zestimate range



Zillow



27 Tanglewood Rd, Berkeley, CA 94705

4 beds, 3 baths, 4,236 sqft

Exquisite modern renovation by architect Charles Debbas. Spacious and bright living /dining /kitchen /family room with maple floors, fireplace and wall of folding glass doors. Four bedrooms including two master suites. Three and one-half stylish baths. Superb details. Newly landscaped garden. Two-car attached garage. Private cul-de-sac in peaceful and desirable Claremont neighborhood.

Sold: $3,300,000

Sold on 04/25/14

Zestimate®: $2,146,344

Est. Mortgage:
$12,782/mo

Views

If this home is listed on Zillow, it will reach the largest real estate network on the web.*

2,866 all-time views
of this home ()

217 forecasted views of this home
in the first 7 days after listing for sale

Interested in selling this home?
Post your home as , , , or .

Facts

Lot: 0.26 acres
Single Family
Built in 1960

Heating: Forced air
Last sold: Apr 2014 for $3,300,000
Price/sqft: $779

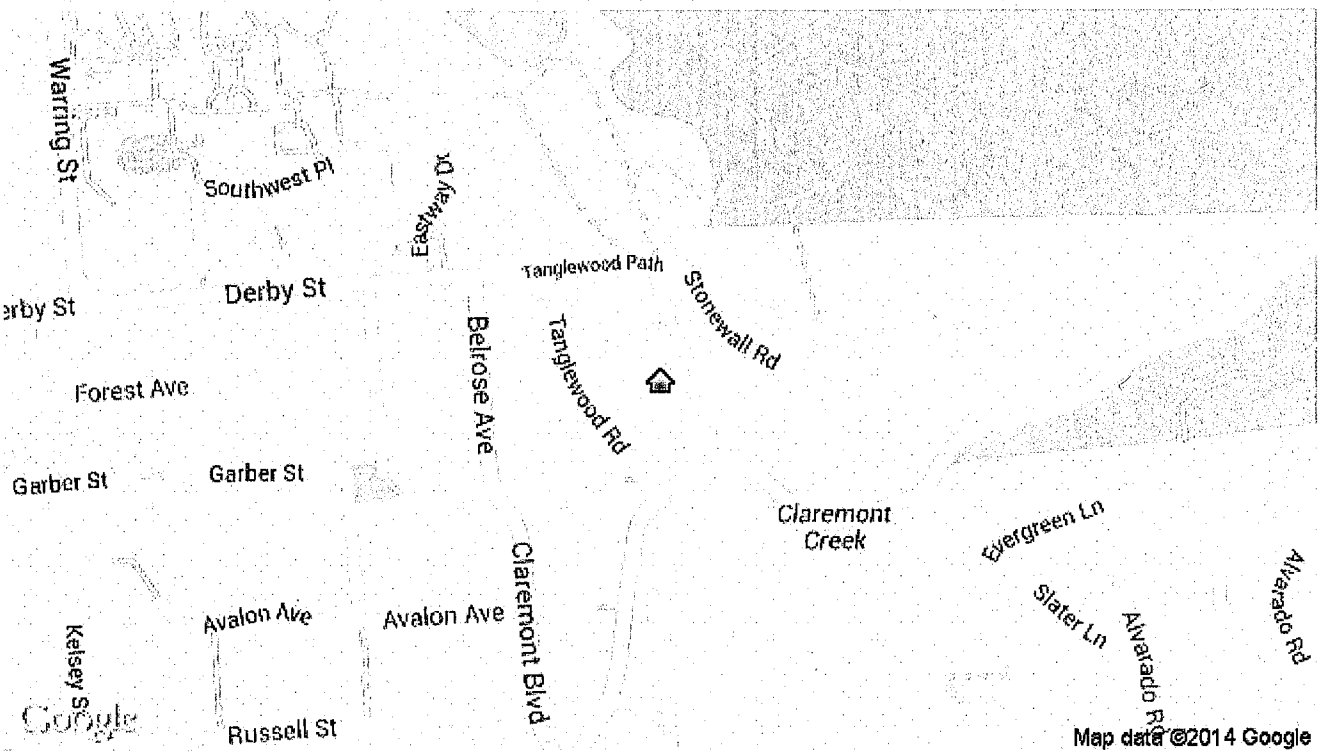
Features

Flooring: Hardwood, Tile

Parking: Garage - Attached, Off street, 2 spaces

▾ More

Map



Home Values

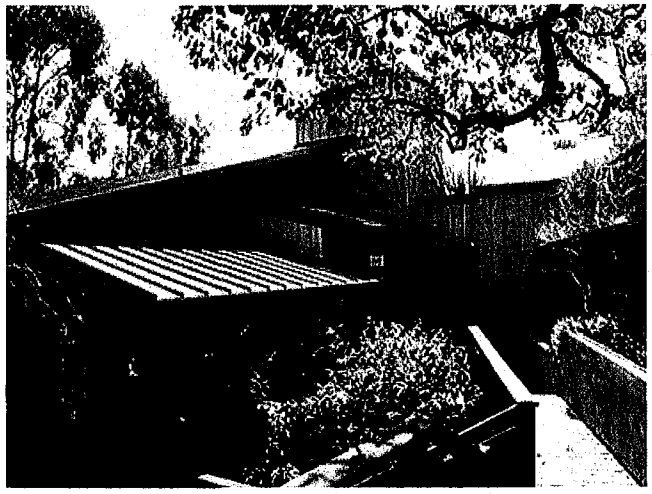
Zestimate
$2,146,344
-$339,163 Last 30d

Zestimate range
$1.91M $2.32M

Rent Zestimate
$5,982/mo
-$127 Last 30d

Zestimate range
$4.8K $8.1K

Zillow



285 Stonewall Rd, Berkeley, CA 94705

4 beds, 3.5 baths, 2,711 sqft

A special location, up a private road. Very dramatic design with wood ceiling in "great room", terrific separation of space, office on lower level. 2 master suites, 2 more bedrooms and outdoor shower. Wood deck off master enclosed with netting, sleep outdoors, it's quiet up here. Spa area a great surprise

Sold: $1,185,000

Sold on 11/20/13

Zestimate®: $1,475,481

Est. Mortgage:
$4,590/mo

Views

3,598 all-time views
of this home ()

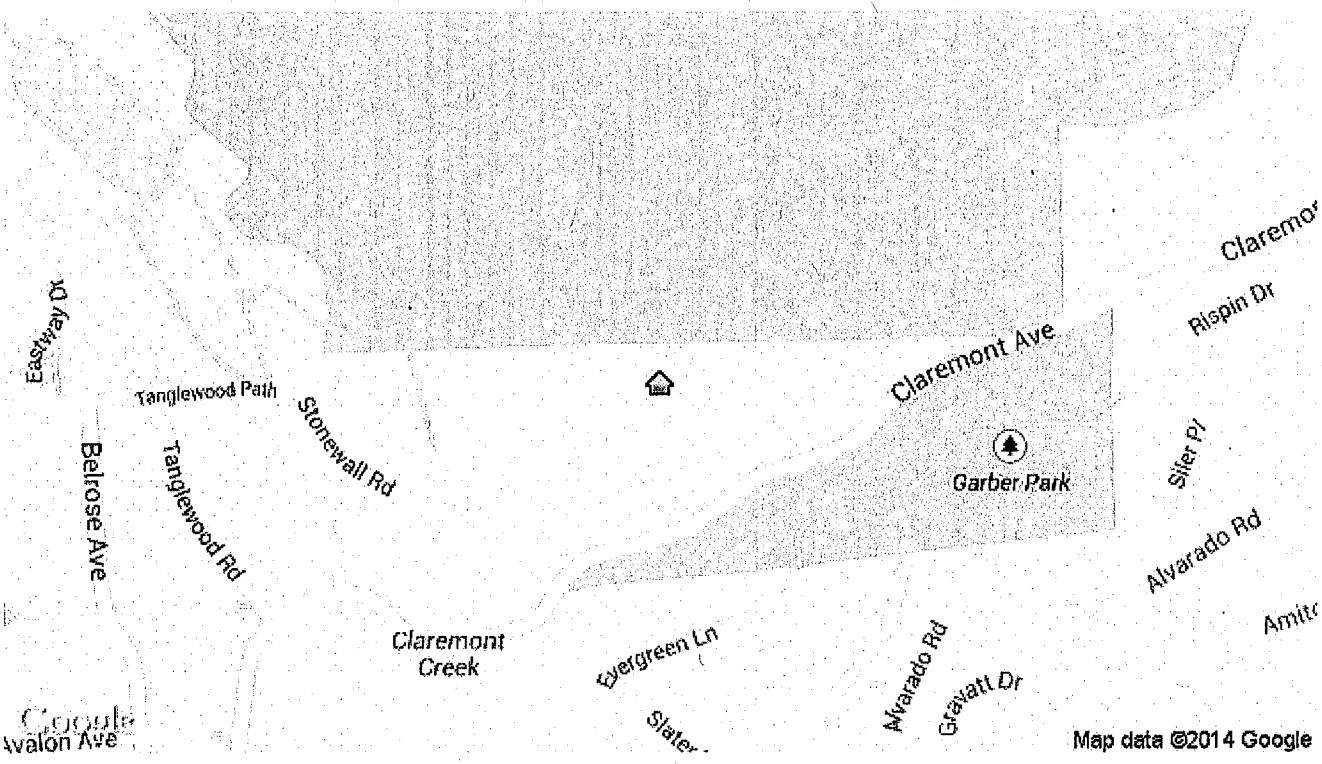
Facts

Lot: 0.41 acres
Single Family
Built in 1984

Cooling: None
Last sold: Nov 2013 for $1,185,000
Price/sqft: $437

▾ More

Map



Home Values

Zestimate

$1,475,481

-$160,342 Last 30 days

$1.31M $1.68M

Zestimate range

Rent Zestimate

$5,009/mo

-$105 Last 30 days

$4.0K $6.3K

Zestimate range

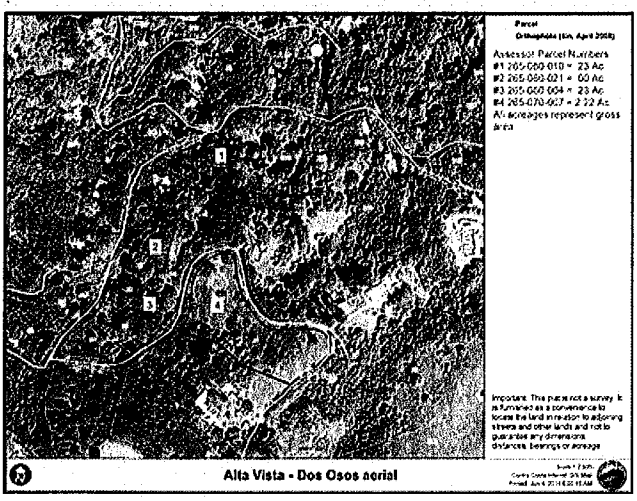
Zestimate forecast

To see Zestimate forecast

0

One year

Zillow



38 Dos Osos, Orinda, CA 94563

3 acres

Lot/Land
$700,000

Est. Mortgage:
$2,711/mo

4 PARCELS TOTAL - 1 PRICE. WONDERFUL BUILDING SITES THAT HAVE LANGUISHED IN SEPARATE OWNERSHIP, NOW AVAILABLE AS CURRENT VIABLE PROJECT, ONLY SOLD TOGETHER. SEWER EXTENSION NEEDED. NO ESTIMATES AVAILABLE. SEPTIC MORATORIUM IN PLACE CURRENTLY. YOU ARE IN THE "TRADES", A CONTRACTOR, ENGINEER, BUILDER, DEVELOPER, OR YOU WANT TO "LAND-BANK" FOR POSSIBLE FUTURE UPSIDE. *FABULOUS WEATHER-TOP RATED SCHOOLS-GREAT SERVICES. APPROX 2000 FOOT SEWER EXT NEEDED. SEWER DISTRICT IN FAVOR. NO SEPTIC ALLOWED CURRENTLY. SEE ASSOC DOCS FOR PLOT MAPS ETC. 3 SELLERS ARE LICENSED REAL ESTATE AGENTS. NO SIGNS @ PROPERTY. CALL FOR MORE INFO. NO RESPONSE TO INQUIRIES UNLESS PHONE NUMBER IS INCLUDED. (address for location proximity only)

Facts

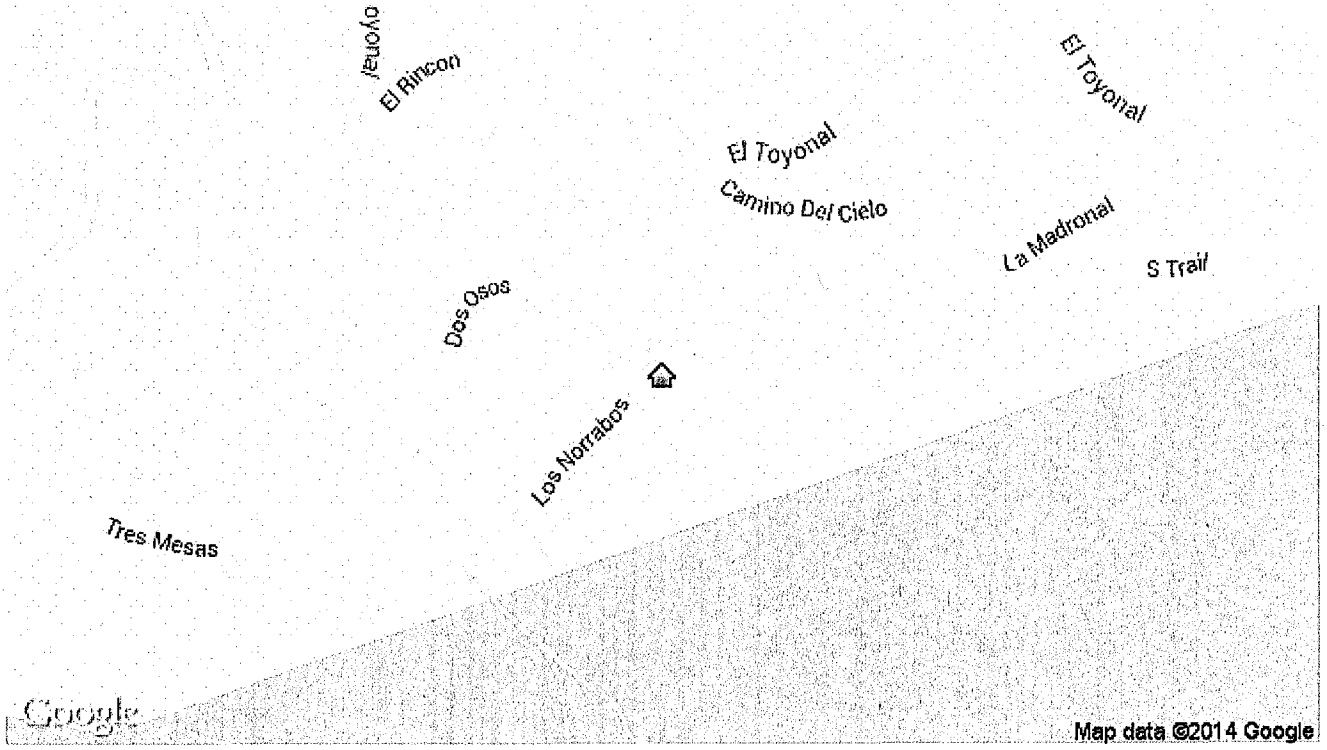
16 days on Zillow

Features

Transportation

▾ More

Map



Home Values

Rent Zestimate

$1,650/mo

+$0 Last 30 days

$1.4K $2.3K

Zestimate range

ATTACHMENT G

PLANNING STAFF'S REPONSES TO ARGUMENTS RAISED BY ZOO PROJECT OPPONENTS

Below in italics are arguments raised by the California Native Plant Society and Friends of Knowland Park and their lawyers (Project Opponents) concerning the Zoo expansion and the proposed conservation easement along with Planning staff's response to each argument.

1. *The California Trail Exhibit will be located on Knowland Park's most sensitive open space areas, where it will damage and destroy rare plant resources and habitat for threatened species, including the Alameda whipsnake.*

Response:

- Less than 3 acres of the landscape will be occupied by permanent improvements.

  The majority of the 56.6 acres within the approved perimeter fence of the California Trail exhibit will be retained as natural habitat, with an estimated 30.16 acres permanently protected as conservation easement lands. The majority of the remaining 26 acres will be contained within in large animal exhibits where native vegetation removal will be minimized and disturbed areas revegetated except where occupied by new structures, service road, and pathways which will occupy a total of less than 3 acres, or less than 0.6% of Knowland Park. The existing fire roads in the area will serve as the major vehicle access ways to minimize disturbance to existing habitat, and any grading required for widening to meet City fire safety and circulation standards will be restored to native grassland habitat.

- Opposition's claims rejected by the court and City's expert analysis upheld.

  The City Council originally approved the California Exhibit as part of the 1998 Oakland Zoo Master Plan. On June 21, 2011, the City Council approved the amended Master Plan and, based on the factual, expert analysis in the Subsequent Mitigated Negative Declaration/Addendum (SMND/A), considered and rejected these same arguments. These arguments were also rejected by the Alameda Superior Court in the opposition's unsuccessful lawsuit challenging the City's SMND/A.

- Opposition's claims rejected by the state and federal agencies.

  Both the U.S. Fish and Wildlife Service in its Biological Opinion (BO) for the Project and the California Department of Fish and Wildlife in its Draft Incidental Take Permit (ITP) have effectively rejected these claims by the opponents. Both the BO and ITP include mandatory conservation measures to minimize the potential for inadvertent injury or loss of individual Alameda whipsnake, and provide for compensatory mitigation for the permanent and temporary effects of the Project on potential habitat for this species. Compensatory mitigation involves creating 52.57 acres of conservation easement lands adjacent to the Project. The resource

agencies would not issue the authorizations for the Project if there was a threat to the survival of this species or if the rigorous mitigation was not adequate to fully compensate for any impacts.

- Project sited to avoid most sensitive areas.

  The Project improvements have been sited to largely avoid sensitive habitats, including stands of chaparral, the occurrence of bristly leptosiphon, and woodland habitat. As required by the City's conditions of approval/mitigation measures, the proposed amphitheater has been removed from the Project and the Interpretive and Visitor Centers have been relocated to avoid sensitive chaparral habitat.

- Comprehensive mitigation program to address all habitat impacts.

The Project includes a comprehensive mitigation program – the Habitat Enhancement Plan (HEP) – to address the limited areas of potential impact. The HEP includes one of the most rigorous compensatory mitigation program ever undertaken to address potential impacts on stands of native grasslands and includes habitat management activities within the Project's Ecological Recovery Zones. Additionally, the HEP will protect, restore, and enhance natural habitat in all of Knowland Park. The primary focus of the HEP is to provide for on-going removal and control of invasive species such as French broom and blue gum eucalyptus that are severely compromising natural habitat values in Knowland Park. Where the invasive species have crowded out and replaced native vegetation, on-going programs will include revegetation of these areas with native cover to improve their long-term habitat value. The HEP requires that preconstruction surveys be performed in advance of any management activities to avoid any rare plant occurrences and other sensitive biological resources.

- Most valuable habitat protected by the conservation easement.

The permanent conservation easement required by the agencies will include an endowment and on-going monitoring and maintenance to protect and enhance the most valuable Alameda whipsnake habitat in Knowland Park.

- Approved 2011 Project Reduced Impact of 1998 approved Project.

The Project modifications approved by the City Council in 2011 substantially reduce impacts from the 1998 approved design, eliminating a loop road system and replacing it with an aerial gondola that avoids sensitive habitat, eliminating a proposed amphitheater and woodland exhibit area that would have extended into chaparral habitat, relocating the Interpretive Center and Visitor Center to completely avoid direct impacts on chaparral habitat, and reducing the overall size of the expansion.

- Preserving natural habitat is a component of the Project.

Construction will be carefully controlled to minimize disturbance of natural habitat that will become part of the visitor experience in the California Trail exhibit. The intent of the expansion is to share the natural habitats of Knowland Park with thousands of visitors who otherwise would not have access to this area, and do it in a carefully controlled way that protects the important habitats that characterized California before European settlement.

- Construction mitigation measures will protect habitat.

The footprint of construction has been mapped in detail, disturbance outside this zone will be prohibited, all construction workers will be trained about the sensitivity of the area and protocols to follow at all times, and all construction work will be monitored by qualified biologists to prevent inadvertent take of Alameda whipsnake or damage and loss to natural habitat to be retained.

2. *Better alternatives exist to the approved California Trail project, but the Zoo will not move the project. The Zoo omits mention of the rare maritime chaparral plant community at the site as well as the extent of the destruction of whipsnake habitat if the project were approved.*

Response:

- Alternatives considered during 2011 Project approval.

The Zoo has gone through over 15 years of planning and review in developing the refined Project design, carefully considered all alternatives, and selected the final design because it minimizes potential adverse impacts and still meets the constraint and facility needs for future visitors to the site, including ADA access requirements. The Planning Commission and City Council considered the opposition's arguments, including alternative designs proposed by the opposition, and approved the modified California Trail project in 2011.

- Impediments to the opposition's alternative.

Steep slopes, dense woodlands, and stands of high quality native grassland prevent options to locate the expansion on the hillside adjacent to the existing Zoo, as has been suggested as an alternative by the opposition. These conditions are immediately apparent to anyone visiting the existing Zoo. There is nowhere to expand on the hillside immediately adjacent to the existing zoo exhibits without significant grading and loss of existing habitat.

- 2011 approved Project reduced impacts.

Modifications to the Master Plan approved by the City in 2011 reduced all potential adverse impacts on biological resources to less than those identified for the 1998 plan as reviewed in detail in the SNMD/A. This includes a reduction in anticipated impacts on suitable habitat for Alameda whipsnake, chaparral habitat, oak woodland habitat, native grassland habitat, and reduction in number of trees removed or in proximity to proposed grading and improvements.

- Chaparral acknowledged in state permit application.

The determination by the CDFW that the chaparral habitat on the site qualifies as maritime chaparral, a high inventory sensitive natural community, is acknowledged in the 2081 Permit Application to the CDFW. The State classification system of natural community types, and the State regulations related to their protection, are not federal issues and were therefore not addressed in the Biological Assessment submitted to the Corps and USFWS for use in the Section 7 consultation process.

- Project will protect and conserve chaparral on the site.

The Project has no adverse impacts on chaparral habitat, and in fact will enhance its existing senescent condition. Chaparral is a fire-dependent natural community, and the suppression of fire has led to the conversion of much of the original footprint to oak-bay woodland. Unless controlled, sapling oaks and bays will continue to spread through the stands of chaparral and eventually shade out the remaining shrubs. This includes shrubs of the brittle-leaf manzanita that characterize maritime chaparral in the East Bay Hills. Habitat enhancement in the chaparral will include the removal of invasive French broom, blue gum eucalyptus and other invasive, and the selective removal of sapling oaks and bays where they would eventually shade out chaparral vegetation. Careful controls will be implemented to avoid individual shrubs of brittle-leaf manzanita a characteristic species of Maritime chaparral, and to prevent inadvertent take and disturbance to Alameda whipsnake.

- CDFW staff agreed that the Project will have minimal impacts, will benefit chaparral, and will improve existing conditions.

During a field visit to the site in February 2013, representatives of the CDFW concurred that the Project plans would have minimal impacts on chaparral habitat and that the vegetation management proposed as part of the Project will greatly benefit the chaparral habitat. CDFW representatives concurred that the continued spread of invasive species like French broom and succession to oak-bay woodland are major threats to the chaparral habitat, and that the long-term maintenance and management of the conservation easement area provided under the obligations of the Project authorization would greatly improve existing habitat conditions.

3. *Because the project site is characterized by high fire danger, the Zoo will need to remove rare vegetation and whipsnake habitat in an attempt to reduce fire danger. The most recent research has shown that the Alameda whipsnake population at Knowland Park may hold the key to the snake's genetic diversity and is thus instrumental in its recovery; therefore, its habitat should be protected, not reduced or damaged.*

Response:

- No removal of chaparral for fire protection.

The Project will not require removal of any chaparral habitat and will in fact improve the existing senescent condition and prevent further loss and conversion to oak-bay woodland which has greatly reduced the extent of this natural community in area.

Fire fuels management practices would affect only a very small area of chaparral and scrub cover on the site, involving a narrow band of 10 feet from roadways and 30 feet from structures, but this would not severely degrade even the affected vegetation. Invasive species, which now dominate much of this zone, would be removed and native shrubs pruned back by hand no more than once a year and retaining at least 25 percent of the existing cover, **not** complete removal of native shrubs.

Most of the chaparral would be retained intact and permanently protected within the conservation easement area where the only vegetation management activities would involve invasive species

removal and selective removal of oaks and bays saplings and branches where they would otherwise shade out an eliminate chaparral shrub species.

Estimates from the resource agency submittals indicate that approximately 0.17 acre of chaparral habitat will be affected by fire fuel management practices - not removed but managed as defined above. This is in contrast to the over 6.32 acres of chaparral habitat that will be retained and enhanced for Alameda whipsnake in the conservation easement area, ensuring long-term protection and viability of this sensitive natural community type.

- No designated critical habitat in Knowland Park.

Knowland Park is not located within any designated critical habitat for Alameda whipsnake and there are strong indications that the single snake encountered on the site may not be part of a viable population. When high quality habitat is present and Alameda whipsnake are detected, they are usually relatively abundant and the dominant snake species, which is not the case on the site.

Regardless of the status of the Alameda whipsnake population on the site, compensatory mitigation will be provided that will serve to fully address any potential take of this species and its habitat in Knowland Park. The authorizations by the USFWS and CDFW will ensure that adequate avoidance measures, careful controls during construction and long-term operation, and appropriate mitigation are provided as part of the Project.

Knowland Park and the Project vicinity are not within Unit 2 of the designated Critical Habitat for Alameda whipsnake, and no genetic testing was performed on the one male whipsnake trapped during the extensive protocol trapping surveys performed by consulting biologists to the EBZS.

4. *The Zoo's expansion would degrade and destroy pristine stands of maritime chaparral and native grasses, destroy over 50 mature trees including heritage oaks, and fence out wildlife that depends on this land to survive.*

Response:

- No removal of chaparral habitat and improvements to protect and enhance existing chaparral;

The Project has been designed to minimize adverse impacts on existing native vegetation cover, utilizing existing fire roads for vehicle and equipment access, and siting structures and the new service road and pedestrian pathway to avoid chaparral completely and minimize tree removal. Areas disturbed by carefully controlled grading will be restored to native cover where not occupied by structures and paved roadways/pedestrian pathway, or where limited landscaping with trees and shrubs is needed for effective screening.

The Project will not require removal of any chaparral habitat and will in fact improve the existing senescent condition and prevent further loss and conversion to oak-bay woodland which has greatly reduced the extent of this natural community in area, as detailed above. Approximately 0.17 acre of chaparral habitat would be routinely maintained as part of fire fuel management practices - not removed but managed as defined above. And 6.32 acres of chaparral habitat that would be retained

and enhanced for Alameda whipsnake in the conservation easement area, ensuring long-term protection and viability of this sensitive natural community type.

- Project includes a permeable fence for wildlife.

The perimeter fence that was approved by the City Council as part of the Master Plan Amendment in 2011 will be permeable (allow movement through) to most terrestrial wildlife with specially-designed wildlife access under the fence approximately every 300 feet along the entire length of the perimeter fence.

- Entire Project area will accommodate native wildlife.

The entire Project area will be permeable to native wildlife, which will continue to disperse through the exhibits and utilize habitat within these areas, including trees, shrubs and groundcover vegetation that has been retained and restored.

- Fence will protect wildlife from dogs.

Public access within the perimeter fence will be carefully controlled to avoid damage to sensitive resources. The dog walking that currently occurs in Knowland Park poses a threat to wildlife in the area and installation of the approved perimeter fence will prevent the harassment and loss of wildlife within the California Exhibit area that can occur in much of Knowland Park.

- Project fuel management will protect wildlife habitat values.

Fire fuel management within the approved perimeter fence will be carefully regulated to prevent the complete denuding of grassland and scrub cover as part of the goat grazing practices utilized by the Oakland Fire Department, greatly improving existing wildlife habitat values within the perimeter fence and setting a model for effective treatment in the remainder of Knowland Park.

- Tree Ordinance will mitigate any necessary removal and over 185 trees will be planted.

Potential impacts on trees will be fully mitigated by compliance with the City's Tree Preservation Ordinance. Over 185 native trees will be planted. As noted above, the Project includes a comprehensive program to avoid grasslands and to compensate for the limited areas of impact (less than 2 acres of permanent impact).

5. *The City's long-term secrecy around the existence of Knowland Park and Zoo expansion plans has excluded the public and many government officials from a meaningful chance to understand the issues and oppose the give-away of public parkland to the Zoo. The Zoo has stated that there is nothing worth protecting on this site, and provided only vague descriptions of the project until very late in the permit process, hoping to avoid full review of the habitat destruction involved.*

Response:

- Extensive public agency review.

The Project has gone through an extensive City, state and federal review and approval process, and claims of the "City's long-term secrecy around the existence of Knowland Park and Zoo expansion plans" are untrue and unfounded. The Oakland Zoo is located in Knowland Park, and has been part of Knowland Park since 1939, and is one of the most well-publicized and appreciated destinations in Oakland.

The Project is a carefully reviewed and thoroughly vetted addition that will greatly expand the public visitor experience, protect sensitive resources and provide adequate mitigation where avoidance is infeasible, and serve to enhance all of Knowland Park as part of the coordinated Habitat Enhancement Plan.

- Opponents have fully participated in the process.

The opponents' concerns were carefully considered by the City as part of the exhaustive public review and input process in 2011, and no new substantive issues have been raised over the past few years as the Project has gone through the regulatory review and authorization process, which is finally nearing completion. Additionally, the opposition has fully participated in the state and federal agency review of the Project plans: they have been in regular contact with agency staff, have written numerous letters to the agencies, and have taken agency staff on site visits.

6. *The Zoo expansion must be located within or near the existing Zoo footprint, and legitimate stewardship must be established to preserve the park's natural resources.*

Response:

- Opponents proposal would have significant environmental impacts.

Steep slopes, dense woodlands, and stands of high quality native grassland prevent options to locate the expansion on the hillside adjacent to the existing Zoo. Attempting to move the animal exhibits and guest facility components of the Project closer to the existing Zoo would result in greater impacts to natural habitat and negatively impact the Project in the following ways:

- Resulting in greater environmental impacts as a result of road, trail and exhibit construction on steep slopes. The hillside between the existing Zoo and the proposed Project consists of slopes ranging from 16 to over 40 degrees. The vicinity of the proposed Project was selected because it is relatively level terrain with slopes of from 0 to16 degrees. This level terrain allows for greater mobility of the exhibit animals, and reduces direct and indirect impacts that would occur on steeper slopes.
- Attempting to accommodate the Project on the steeper slopes adjacent to the existing Zoo would result in increased: (a) disturbance of overall footprint, (b) removal of native trees and other vegetation, (c) increased limits and extent of grading, (d) more

impervious surfaces and retaining walls, and (e) potential for increased soil erosion and sedimentation.

- Require substantially smaller and less appropriate animal exhibit spaces due to the lack of suitable terrain; and
- Severe reduction in visitor access and viewing opportunities of animal exhibits, especially for people with mobility disabilities due to challenging terrain and slopes.

- Project includes comprehensive habitat conservation.

Conditions of Approval from the City, conservation measures required as part of the resource agency authorizations, and commitment to implement the Habitat Enhancement Plan for all of Knowland Park provides for "legitimate stewardship" of the natural resources the Project will serve to celebrate with the public. Qualified biologists will be required to implement and monitor all of the habitat conservation measures.

7.*The proposed conservation easement violates the state deed granting certain areas of Knowland Park to the City to be used for "public park purposes."*

Response:

The California State Parks department has issued a letter confirming that the proposed conservation easement is consistent with the deed restriction.

Conservation is a recognized public park purpose. Conservation areas with restricted access are common in public parks and essential for protecting sensitive natural resources. The state has at least 19 conservation easements in the state park system. The East Bay Regional Park system has 17 conservation easements in its park system.
The proposed conservation easement will include 30.16 acres within the approved perimeter fence for the California Exhibit and 22.41 adjacent acres outside the perimeter fence.

The conservation easement area will be maintained as natural habitat to enhance and permanently preserve its value for Alameda whipsnake and other native plant and animal species.

8. *The conservation easement will cut off public access to this area of the park outside the approved perimeter fence.*

Response:

The conservation easement area outside the perimeter fence is steep, rugged terrain with dense vegetation and is generally inaccessible to park users. It serves as an important part of the visual experience to park users, which will continued unaltered by the project.

The conservation easement area outside the perimeter fence has no established trails or fire roads.

Project opponents have been accessing this area using a narrow (barely 2-feet wide) footpath that was previously used by biologists for the Alameda whipsnake protocol trapping surveys. Access to this footpath begins within the approved perimeter fence area and will not be available once the fence is installed.

Unsupervised use of this footpath threatens to damage sensitive native plants including bristly leptosiphon, the Oakland star tulip, and chaparral and prevents the regrowth of the chaparral across the path.

Approximately 340 acres of Knowland Park (outside of the Zoo and the conservation easement area) with well-established trails and fire roads will remain accessible to the public.

9. *An EIR is required because of a "new" sensitive plant community.*

Response:

- Presence of brittleleaf manzanita on the site documented many years ago.

The presence of brittleleaf manzanita alliance on the site has been known and documented for nearly two decades. The California Department of Fish and Wildlife biologist who determined that this alliance qualifies the chaparral to be characterized "maritime chaparral" acknowledged that he surveyed the chaparral on site in 2010 before the City published the SMND/A. This is not new information requiring an EIR.

- All chaparral on site covered by the SMND/A and Project mitigation.

The SMND/A treated all the chaparral present on the site as a sensitive natural community, and acknowledged the chaparral contained alliances recognized as sensitive plant communities. The characterization of the chaparral as "maritime chaparral" is covered by the analysis and mitigation measures in the SMND/A.

- Chaparral avoided by the Project and permanently protected by the conservation easement.

The California Exhibit will not have a significant impact on the chaparral plant communities, including the maritime chaparral, because it largely avoids disturbing chaparral. The proposed conservation easement will permanently protect and enhance almost all of the chaparral on the site.

10. *An EIR is required because the state and federal agencies required an additional approximately7.63acres of conservation easement land.*

The conservation easement area outside the perimeter fence has no established trails or fire roads.

Project opponents have been accessing this area using a narrow (barely 2-feet wide) footpath that was previously used by biologists for the Alameda whipsnake protocol trapping surveys. Access to this footpath begins within the approved perimeter fence area and will not be available once the fence is installed.

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10. *An EIR is required because the state and federal agencies required an additional approximately7.63acres of conservation easement land.*

Response:

The approximately 7.63-acre increase in the conservation easement area over the draft conservation easement area referenced in the 2011 City Council approval of the amended Master Plan does not require an EIR.

The conservation easement will provide a substantial, permanent environmental benefit by protecting the highest quality Alameda whipsnake habitat in Knowland Park.

The City's 2011 approval conditions and mitigation measures acknowledged that the conservation easement acreage may be increased by the state and federal agencies and required the Zoo to comply with these requirements.

11. *The Zoo does not have the financial resources for the project.*

Response:

According to the Zoo, the EBZS has always generated sufficient revenues to cover its costs while investing in its future and has achieved this without any debt. The Zoo has been largely self-sufficient, generating approximately 91% of its operating revenues through its own programs, such as admissions, concessions, camps, and special events. The City of Oakland provides an annual subsidy for the Zoo of $172,414 in accordance with the EBZS/City management agreement and an additional discretionary subsidy that varies annually. Last year, the City subsidy represented less than 5% of the Zoo's $14M annual operating budget.

According to the Zoo, over the past 29 years the EBZS has raised nearly $100M from public and private sources for capital improvements in the Zoo and Knowland Park. In the past eight years, the EBZS has raised approximately $1M for Knowland Park management and enhancement, including the Arroyo Viejo Creek project and broom removal.

According to the Zoo, it has raised nearly $51M (83%) towards the fundraising goal of $61.4M for the CA Trail Project. Major public and private funders of the Project include: (1) $15M grant from the Wayne and Gladys Valley Foundation; (2) $12M from City of Oakland Measure G; (3) $7M grant from the California Department of Parks and Recreation's Nature Education Facilities Fund; (4) $4M grant from the Bechtel Foundation; (5) $3.5M from the East Bay Regional Park District's Measure WW. The balance of funds raised has come from private individuals and foundations. All funds received are maintained in a restricted account. In addition, the Zoo has secured a $10M bank line of credit to bridge expenses during construction.

The City's 2011 conditions of approval (no. 31) include a requirement to provide the City with an Implementation Plan for the Habitat Enhancement Plan that includes estimated costs and a funding plan. This Implementation Plan must be updated every five years and must be approved by the Planning Director in order to continue with the Project implementation.

12. *The Zoo is proposing to add 21 acres in Knowland Park to the project.*

Response:

The conservation easement area outside the approved perimeter fence would not be part of the Zoo expansion area.

This area is part of the conservation easement to permanently protect and enhance sensitive habitat for the Alameda whipsnake. No development will be allowed in the conservation easement area.

The City's project approval conditions and mitigation measures require the Zoo to obtain the permits and authorizations from the state and federal agencies and fully anticipated that there would be a conservation easement over Knowland Park lands within and outside the perimeter fence.

At the time of the City Council project approval, the Zoo's consulting herpetologist estimated that the conservation easement would encompass approximately 45 acres. The City's standard conditions of approval require the Zoo to obtain permits from the state and federal agencies and requires that the Zoo "shall comply with all conditions issued by applicable agencies." In this case, the agencies have required a conservation easement for 52.57 acres.

The increase in acreage for the conservation easement is **not** due to an increase in Project permanent impacts as claimed by the opposition. The increase was requested by the agencies to conservatively compensate for the impacts in certain low impact areas at a higher 3:1 ratio used for areas of permanent impact.

13. *The Zoo has not been transparent and does not have appropriate City oversight.*

Response:

All of the Zoo's submittals to the City, the California Department of Fish and Wildlife, the U.S. Army Corps of Engineers, the U. S. Fish and Wildlife Service, and the Regional Water Quality Control Board are public documents open to public review.

The Project has received some of the most intense scrutiny of any recent project in Oakland.

The Project is subject to hundreds of conditions of approval overseen by City and other agency staff.

The public has had access to information concerning the Project and has participated thoroughly in the public review process. Some of the activities by project opponents which demonstrate the extraordinary high level of public scrutiny given to the Project and the Zoo throughout the process of obtaining the project approvals include:

- The project opponents have made systematic and multiple public record act requests to the agencies and have had access to every submittal made by the Zoo related to the project.

- The project opponents have contacted the agencies on multiple occasions and conducted multiple site visits with agency personnel and other organizations.

- The project opponents have attended every public hearing (PRAC hearing on March 14, 2011, Planning Commission hearings on March 16 and April 27, 2011, and City Council hearing on June 21,2011) on the project and sent numerous documents to the agencies objecting the project

- The project opponents brought an unsuccessful lawsuit against the City's environmental review document and unsuccessfully sought a restraining order against the construction of the veterinary hospital.

- The project opponents have retained three separate law firms to assist them in their efforts to stop the project.

- According to the Zoo, the project opponents have attended Zoo Board meetings.

- According to the Zoo, the project opponents have contacted the Zoo's major funders, including State Parks, in an unsuccessful effort to have funders withdraw support for the project.

- The project opponents have attended the City Ethics Commission hearing to speak on the Zoo.

- The project opponents have sought and obtained numerous media opportunities to oppose the project.

14. *The conservation easement will have little or no habitat or conservation value.*

Response:

The Zoo's consulting herpetologist has confirmed that the conservation easement lands contain the highest value quality habitat for Alameda whipsnake in Knowland Park.

The consulting herpetologist has found that the habitat proposed for conservation is of far higher quality and value to the Alameda whipsnake than the habitat affected by the Project.

Alameda whipsnake is known to utilize all the habitat types found in the conservation easement area and the mosaic of vegetation cover provides for a combination of foraging, resting, and dispersal activity.

The expanded conservation easement area contains the major stand of chaparral in Knowland Park, and the woodland, scrub, and grasslands that border and buffer the chaparral.

Permanent protection of this area will ensure that any occupying Alameda whipsnakes will be protected from harassment or take.

Without the protection of the conservation easement in the area outside of the approved perimeter fence, incompatible uses, such as large trails, fire roads, allowable structures, and increased use by humans and dogs, could threaten the Alameda whipsnake and the sensitive habitat.

15. *The conservation easement area outside the approved perimeter fence is easily accessible and frequently used by the opposition for tours of the area. Public access will be lost with the conservation easement.*

Response:

The attached map and photographs (Attachment E) show that the conservation easement area outside of the approved perimeter fence is covered with thick vegetation and includes rugged, steep terrain that is inaccessible to the general public.

The opponents are using a narrow – barely two-foot wide – footpath that ends in dense chaparral requiring the opponents to turn back along the same path. This is not an established trail or fire road. It was used by the biologists for the Alameda whipsnake protocol survey trappings. The access to this footpath is within the approved perimeter fence and will not be available to the public once the fence is installed.

Use of this narrow footpath risks severe damage to the bristly leptosiphon and Oakland star tulip and prevent the chaparral from regrowing and covering the footpath.

The conservation easement is needed to prevent the unsupervised access to this important habitat area and to institute a long-term management plan that will preserve, protect, and enhance this habitat for the animals and plants that depend on it.

Over 340 acres in Knowland Park will remain available to the opponents and the public for hiking, biking, dog walking, and other recreational activities.

Over 600,000 people visit the Zoo each year and the Project will expand public access to the expansion area.

ATTACHMENT H

CALIFORNIA
NATIVE PLANT SOCIETY

East Bay Chapter, www.ebcnps.org
PO Box 5597, Elmwood Station, Berkeley, CA 94705

October 7, 2014

Council President Pat Kernighan
Councilmembers Dan Kalb, Lynette McElhaney, Libby Schaaf, Noel Gallo, Desley Brooks, Larry Reid, and Rebecca Kaplan

Dear Council President Kernighan and City Council Members:

In the past few weeks, as we've visited with City Council members, we have encountered a number of questions from council members about basic facts with respect to the Oakland Zoo's expansion project.

That isn't surprising given that some City Council members were not on the Council during the CEQA hearings for the project in 2011 and the issue of expansion itself is tremendously complex, having developed over 18 years with thousands of pages of supporting documents.

More importantly, the project has changed significantly: the topic of mitigation for impacts to Alameda whipsnake (AWS) was barely touched upon during the hearings. Yet now nearly 4 years later the City Council will be faced with the unprecedented decision of whether to close 52+ acres of Knowland Park permanently to public access as part of the mitigation for the projects impacts to AWS.

We believe that it is key for you to have completely accurate information as you undertake deliberations about this critical decision. The information that we are relaying to you is based on documents, statements and promises made by key individuals during the hearings, and information that we have gained through Public Record Act and Freedom of Information Act requests. It is also based on identifying gaps in information important to your decision.

CONSERVATION EASEMENT

1. When did city planning staff, zoo management, and the city attorney first know that land outside the proposed 56-acre site might be needed to mitigate for the project's impacts to Alameda whipsnake (AWS) associated with the Zoo's selected

site?

A. As early as November 2010 a private meeting took place months before the environmental review document was released in February, 2011. The meeting concerned mitigation strategies for impacts to AWS. Present were zoo management, zoo attorneys, city planning staff, city attorney staff, the zoo's environmental consultants, and a representative from the US Fish and Wildlife Service. At that meeting, various mitigation strategies were discussed, including using park land outside the perimeter fence. The AWS consultant for the zoo handed out a map that showed how an additional 14+ acres could be used for this purpose.

2. When and where did the map of the proposed conservation easement appear in a public document for the first time? Was this map included in the environmental review document (the Subsequent MItigated Negative Declaration/Addendum or SMND/A)?

A. The map of the proposed conservation easement did not appear anywhere in the two-volume environmental document that was hundreds if not 1000 pages in length and was released in February 2011. (Not in the required Project Description, in any discussion of biological impacts and mitigation, or in the Notice of Determination). It was never discussed by any staff in public presentations to the City Council, the Planning Commission, or the Parks and Recreation Advisory Commission. Two weeks before the City Council was scheduled to vote on approval of the project in June, it appeared buried in the middle of another 250+ pages of a staff report and 15 attachments as Attachment I ("I" stands for impossible to find). (see attachment)

KEY QUESTION: Why was this document withheld from the City Council and the public until literally the very last moment?

3. How were the City Council and public informed that needing to take extra park land into an easement and excluding public access from the easement area were likely possibilities?

A. They weren't. Even if they had managed to find and read this document, the easement is presented only as an option, not as the one and only way to mitigate.

4. Why would City staff not highlight this information so crucial to City Council members being able to make an informed decision?

A. For two main reasons--one legal, the other political. (1) The City Attorney had built a legal case that the 2011 plan was environmentally superior to the already approved 1998 plan because it would be 6 acres smaller. Obviously if an additional 14+ acres were to be encumbered, the new project would actually be larger than the 1998 plan. The actual additional acreage being considered today

is 22+ acres, making the total size of the project 77 acres, clearly a contradiction of that legal argument.

The second legal argument that the City Attorney was building is that the project only required the lower level of environmental review found in a Mitigated Negative Declaration, specifically the MND from the 1998 approved project, arguing that it was the same project. A full Environmental Environmental Impact Report requires an analysis of alternatives so that the best possible and least environmentally damaging site can be selected. By hiding the obvious contradictions and manipulating CEQA, the City Attorney was able to present the case that the new project was environmentally superior by using a form of alternatives analysis only between these two plans that served the purpose of promoting the project and to avoid the real alternatives analysis which clearly would have uncovered major flaws. The problems inherent in such a legal distortion are obvious today. The City Council is now being asked to wrestle with the consequences of these legal gyrations, never envisioned in 2011.

(2) From a political standpoint, to open the topic of additional loss of park land to the project and the possibility of further loss of public access would have clearly endangered the approval of the project. Instead, the strategy was to veil that possibility and hold it until the very end as it is doing today when the hope is that the project will be seen as "a done deal." Holding a session closed to the public on the easement is simply another tactic in that strategy since the public cannot hear what the City staff are telling the City Council.

IS A CONSERVATION EASEMENT REALLY CONSERVATION?

5. Why would environmental organizations like the California Native Plant Society and the Sierra Club oppose closing off park land to protect a listed species?

A. We support authentic efforts to protect listed plant and animal species. The proposed project site is the single most sensitive site in all of Knowland Park. The zoo's plan damages and destroys the best habitat which is why mitigation is being required. The habitat within the proposed conservation easement is not of equal quality to what is being destroyed, and in fact the mitigation proposal results in a net loss to the species. The simple and obvious way to reduce impacts is not to build on the best habitat in the first place.

6. Why would the regulatory agencies issue permits for the project if there are still significant impacts?

A. Wildlife agencies don't stop projects and they do their best to work with local lead agencies like the City. When a project applicant ignores the agencies' suggestions to reduce impacts as the zoo did in this case, the only stick that they have left is to impose mitigation requirements. In this case, for a project whose built footprint is about 20+ acres, the amount of land being set aside for mitigation (52+

acres) is 2.5 times the size of the footprint. The conservation easement is a poor solution to a major problem and in fact is a problem itself.

THE QUESTION OF PUBLIC ACCESS

7. During the CEQA process what did the City and Zoo say about the important questions of public access to the Park?

A. Joel Parrott, CEO of the Zoo, announced to the City Council that park visitors would have all the rest of the park outside the project area. City Planning Staff presented a significantly reduced public access trail to the ridgeline, now accessing only one knoll, rather than the originally promised two. Portions of the trail are so steep that the local name for it is Heart Attack hill and it's only hiked by people who are very fit--most hikers today use the less steep alternative route which would be closed by the project.

In discussing the land that would be closed, Zoo management has attempted to portray the land as in accessible and of poor quality for hiking. Our personal experience is that it's lovely shaded oak woodland that is not inaccessible to hikers and is a good place to hike in the hot summer months.

8. Was the closure of public access to park land ever discussed during the CEQA hearings.

A. Never. Even today, documents we've gotten through PRA requests show that the zoo's attorneys have been seeking ways to define public access as a way around the fact that the public wouldn't be able to set foot on land that they formerly hiked for free. The decision is to try to define public access as being able to see the land from 60 feet up in the zoo's proposed aerial gondola. In fact, it might be a topic of discussion in the closed session. **KEY QUESTION: Ask staff where in the documents it describes public access as being able to see park land from a gondola or viewing tower as a substitute for actually being able to walk on the land?**

IS THERE AN ALTERNATIVE TO THIS BAD PLAN?

9. What would be the mitigation requirements from the agencies if the zoo were to move its project to its existing footprint or in the vicinity of the Vet Hospital?

A. Almost certainly nothing since those areas aren't prime AWS habitat. In fact, the Vet Hospital was built with no AWS mitigation requirements for that reason.

In point of fact, all the major problems go away if the Zoo moves its project off of the ridgeline. Using the ridge sets up a domino effect: the ridge is where the best AWS habitat lies which requires mitigation which in turn requires the loss of public access. Move off the ridgeline and these problems disappear.

FINANCIAL QUESTIONS

10. Some City Council members have expressed the opinion that the zoo's project will be privately funded--a promise made by CEO Parrott in front of the City Council during the CEQA hearings.

A. In point of fact, there is no evidence to expect that there will be sufficient private funding to build and operate the project because Zoo management will not release a capital spending plan or feasibility report, as required by its Management Agreement with the City. The Zoo operator lost its Measure A1 parcel tax in 2012 in part because it was written with "legally permissible" language, which is code for being able to use the money any way that they wanted, including for the expansion. They've taken out a $10 M bridge loan which was not approved by the City Council, as required by the Management Agreement. Since A1 was presented to voters as a plea to help pay for needed repairs to the zoo infrastructure, the obvious question is, where will the money be found to construct and operate the project if there are already insufficient funds to operate the existing zoo?

One important clarification: the $7 M grant from State Parks for the Stephen .D. Bechtel Jr. Interpretive Center can be used to build the one-story center in any location, including the existing zoo footprint. It is not a requirement of the grant that it be built on the ridge, and they certainly haven't cut the funding when the zoo changed its fundamental design. The Office of Grants and Local Services gives a one-year grace period past the 5-year deadline (just as they waved on some early requirements in the grant). The grant was awarded in 2011 so the project would not need to be completed until 2017.

11. Finally, it is impossible not to notice that the most important financial questions regarding the $62 M project--who will pay for it and where is there financial proof--is being sidestepped in the closed session by the comparatively insignificant question of the fee to the easement holder. We ask the key question: why would the City Council need to meet in closed session to discuss the far less expensive fee and terms to the easement holder when the over-riding issue of financial costs have never been discussed in closed or regular sessions? That is the $62 million question.

CONCLUSION

We believe that the City Council should reject outright the notion of a conservation easement on Knowland Park land as a way to mitigate for the enormous impacts of the proposed project. The easement is not a solution--it is a problem disguised as a solution to another problem. There are far better ways to ensure both a zoo expansion and protection of Knowland Park. We encourage the City Council to insist upon a win-win for Oakland.

Please don't hesitate to call us if you have further questions (510-849-1409).

Sincerely,

Laura Baker
East Bay Chapter of the California Native Plant Society

cc: Barbara Parker, City Attorney
Rachel Flynn, Director of Planning and Building Department
Darin Ranelletti, Deputy Director, Planning and Building Department
Jean Quan, Mayor

From Attachment I to Staff Report - June 7, 2011
2 weeks before City Council Decision

Conservation Easement Options:

On-Site Conservation Easement:

If the on-site conservation easement is selected, collectively, up to of 44.94 acres will be preserved on-site and managed for AWS habitat under the conservation easement, addressing both permanent and temporary impacts of the project (Figure 4). The total estimated available habitat near the California Exhibit is about 77.5 acres, which is more than enough to satisfy even the upper range of the mhigation ratios which totaled 44.94 acres. Habitat within the area proposed for conservation is the highest quality AWS habitat in Knowiand Park and includes a large stand of open canopy chamise chaparral, where thin rocky soits and southerly aspects are expected to deter succession of the habitat to woodland. Habitat proposed for the conservation easement is located primarily within the perimeter fence (30.02 acres) and lo the north of the perimeter fence in rugged terrain away from the developed areas and areas where future trails may be feasible (14.92 acres). The Easement will be in accordance with Standard Conditions of Conservation Easements authorized by USFWS and CDFG and may contain the foltowing elements:

- The easement is located wilhin Knowiand Park north of the Califomia Exhibit (Figure 4).
- No new roads or trails will be constructed in the conservation easement area
- No new structures will be place in the Conservation Easement,
- The easement witl be managed for the benetit of the AWS.
- Access to the most of the easement by the general public will be prevented by the new perimeter fence, the remainder will be restricted by signage, tack of trail access, and steep terrain. Access for interpretive programs associated wilh the Overnight Experience will be onty wilh trained Zoo personnel at limited times and only the existing trail to the camp area.
- The resource agencies will have access to the easement for inspection of habitat conditions and compliance with easement provisions and restrictions.
- An endowment for the managemenl of the easement will be established.
- Timing and methods for invasive species removal, controls on herbicide application, and worker training programs are detailed in the Habitat Enhancement Ptan (Environmental Collaborative 2011) are and will be incorporated in the Easement Provisions.

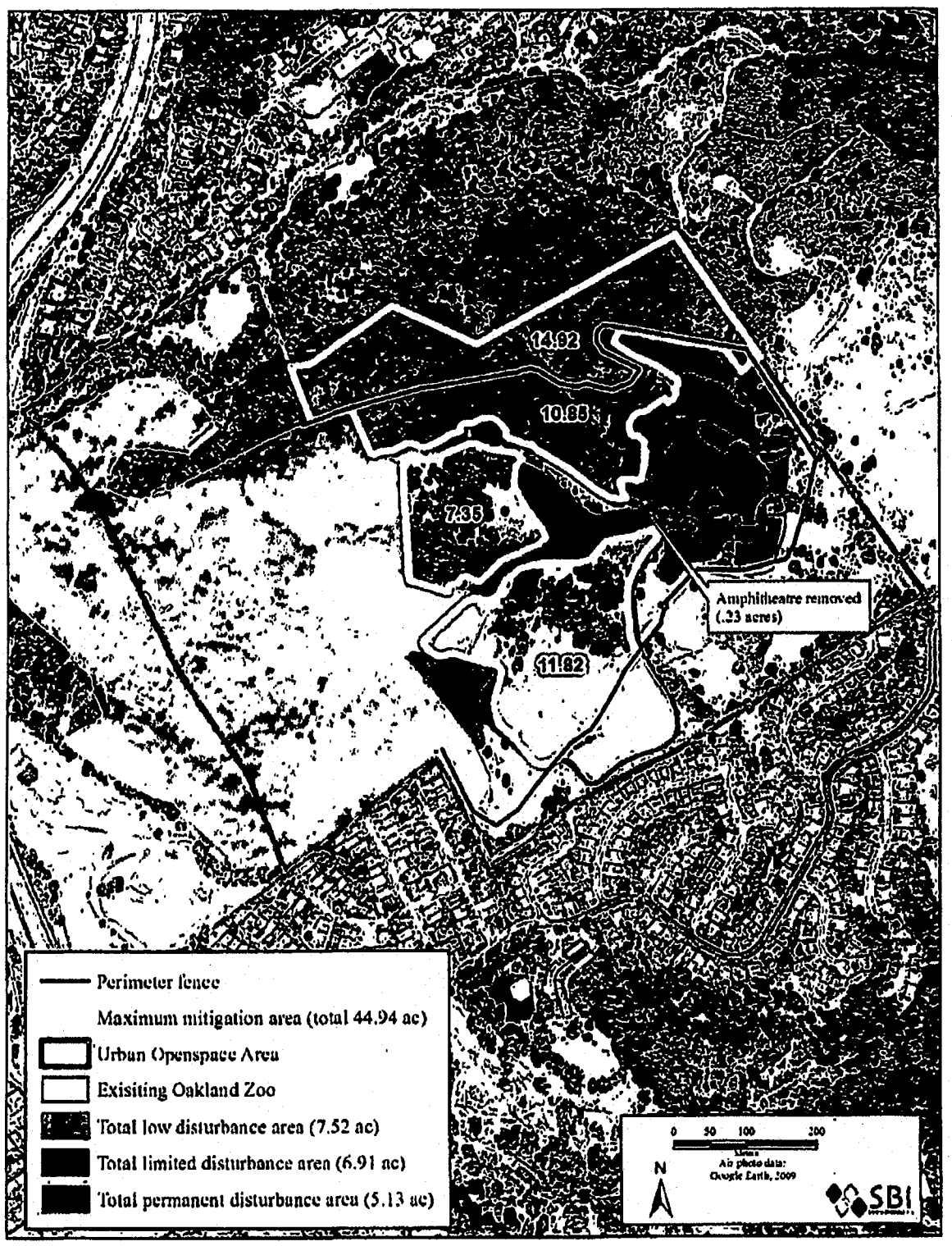

Figure 4. Maximum Mitigation Area Needed (On-Site Easement Option).

- Habitat restoration within the easement wilt be through control of non-natives that are detrimental to AWS habitat quality. These efforts are detailed in the Habitat Enhancement Plan (Environmental Collaborative 2011) are and will be incorporated in the Easement Provisions. This will result in an increased function and value of the area for AWS.

  If natural disturbances (fire, slumps) occur within the easement that require efforts to restore cover, only native species of local area vegetation will be used and the same community type will be restored. Surveys for AWS will be conducted immediately prior to restoration, and during restoration work that couid result in take of AWS.

- Success Criteria: Continual reduction of the distribution of several not native shrubs and trees that negatively impact the quality of vegetative cover for the AWS will be the primary criteria for success of the mitigation. As indicated in the HEP, initial efforts for control of invasive plants/communities will focus in the Ecological Recovery Area (within the perimeter fence) and portions of Knowiand Park west of Golf Links Road. Monitoring of the progress of invasive plant control and reduction will be accomplished through field mapping, photo monitoring stations that record results over time. Areas not currently invaded by broom and other invasive non-native shrubs will also be monitored to ensure they remain free of these invasive plants.

Off-Site Habitat Preservation Option:

As noted above, as an alternative to the on-site conservation, the project may do off-site restoration or preservation at a location approved by the USFWS and CDFG, or Ihrough the purchase of mhigation credits at a mitigation bank within the East Bay region or some combination of these options. The acreage to be restored/purchased off-site would be equal to the on-site requirements.

Additional Conservation Measures

Regardless of whether the easement is on or off-site the project area and the Urban Open Space Area and Knowiand Park west of Golf Links Road will also be subject to the Habitat Enhancement Plan (Environmental Collaborative 2011).

3.1.3 Direct Mortality

In order to avoid and minimize the potential for direct injury or mortality, standard take avoidance measures appropriate to this project have been included (See Appendix B).

ATTACHMENT I

CONSERVATION & EDUCATION
OAKLAND ZOO

POST OFFICE BOX 5238
OAKLAND . CA . 94605

T (510) 632-9525
F (510) 635-5719

SENT VIA EMAIL

To: Darin Ranelletti, Deputy Planning Director, City of Oakland

From: Nik Dehejia, Chief Financial Officer, East Bay Zoological Society

Date: October 10, 2014

Re: Oakland Zoo's Financial Capability To Implement The California Trail Exhibit

We understand that some community members have raised questions about the Zoo's financial capacity to construct and operate the California Trail Exhibit. We provided information about the Zoo's financial success and capability to build and operate capital projects in our June 20, 2011 memo to Oakland City Council (attached). This memo provides additional information on the Zoo's financial capabilities.

The Oakland Zoo continues to be a financially strong institution. Our operating budget has grown from $12M in 2011 to more than $14M in 2014. While City support for the Zoo has been reduced from 2011 to 2014 (currently $485K from the City general fund), the Zoo has been able to bridge the gap with increased attendance driven by new exhibits, leading conservation programs, impactful marketing, and high levels of customer service and retention.

The Oakland Zoo has been successful in raising capital funds for the construction of the California Trail Exhibit. Some of the grants received are structured as reimbursable expenses for which the funds are held by the respective granting agency (e.g, California Department of Parks and Recreation $7M grant). The funds received to date by the Zoo are all placed in a restricted "CA Trail" account and separated from all other operating funds. The budget to implement the California Trail Project is $61,400,000.

To date, the Zoo has raised the following:

REVENUE	TO DATE (8/31/2014)
Grants and Corporate	$ 23,930,000
Individuals	$ 3,686,470
Public Funding	$ 22,028,717
Other (includes $1M anonymous gift)	$ 1,300,000
Construction Line of Credit	$ 10,000,000
TOTAL	**$ 60,945,187**

Given the Zoo's substantial fundraising success, we expect to raise the remainder of the funds during the 2-3 year construction period of the project. A number of foundation proposals are being developed, corporate sponsorship opportunities are being identified, and a new Major Gifts and Legacy Giving Officer has been hired to identify and solicit individuals.

The $10M construction line of credit is intended to serve as a loan bridge and to smooth out construction cash flow, a standard operating procedure for large scale construction projects.

CONSERVATION & EDUCATION
OAKLAND ZOO
East Bay Zoological Society
75
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Celebrating 75 Years of Animal Care Conservation & Community

POST OFFICE BOX 5238
OAKLAND . CA . 94605

T (510) 632-9525
F (510) 635-5719

SENT VIA EMAIL

To: Oakland City Council Members: Larry Reid, President; Desley Brooks; Jane Brunner; Ignacio De La Fuente; Rebecca Kaplan; Pat Kernighan; Nancy Nadel; Libby Schaaf

Oakland City Clerk: LaTonda Simmons

Oakland Department of Planning and Zoning, CEDA: Darin Ranelletti

From: Dr. Joel Parrott, Executive Director, East Bay Zoological Society; Nik Dehejia, Director Strategic Initiatives, East Bay Zoological Society; Carl Nichols, Chief Financial Officer, East Bay Zoological Society; Emma Lee Twitchell, Director of Development, East Bay Zoological Society

Date: June 20, 2011

Re: Oakland Zoo's Financial Capability To Implement The Amended Master Plan And Other Issues

A. Introduction

We understand that some community members have raised questions about the Zoo's financial capacity to undertake the Veterinary Medical Hospital and the California Trail projects as proposed by the amendments to the Oakland Zoo Master Plan and about the local public funding of the Zoo. The Oakland Zoo submits this memorandum to respond to these concerns and to provide accurate information about the public funds that support the Zoo.[1] This memorandum describes the Zoo's general financial capabilities including income sources, the successful efforts of the East Bay Zoological Society (EBZS) to grow and manage the Zoo over the past 29 years, the successful fundraising for the Veterinary Medical Hospital and the California Trail project to date, and the plans for future fundraising success. Under the management of the EBZS, the Zoo has been one of the City's most successful cultural and educational institutions. This memorandum will demonstrate that the Zoo exemplifies the hallmarks of a financially sound non-profit institution with the full capability to implement the amended Master Plan. Additionally, this memorandum explains the funding that the Zoo receives from the City and from several voter-approved bond measures.

We also attach four documents that address recently raised issues related to native grasslands and traffic:

1. A June 20, 2011 letter from WRA Environmental Consultants responds to concerns of some members of the public that Knowland Park is one of the few places in the East Bay with large stands of intact native grasslands and that the project will have a significant impact. WRA found that there are approximately 73 acres of native grasslands in all of Knowland Park, with large stands of high quality (at least 40% cover) in upper Knowland Park above Golf Links road. The California Trail exhibit area contains approximately 17.2 acres of native grasslands and the project has the potential to permanently affect only 4.4 acres of native grasslands (about 6% of the total in Knowland Park), which would be mitigated through the Habitat Enhancement Plan requirements. (Attachment 1)

[1] The Zoo submitted a memorandum on June 3, 2011 to Darin Ranelletti in the City's Planning and Zoning Division that addressed a number of issues raised by groups that oppose the California Trail project, including financial issues. The June 3, 2011 memorandum is attached(Attachment M) to the June 21, 2011 Agenda Report prepared for the City Council's consideration of the appeal of Master Plan amendment. This memorandum focuses on financial issues and addresses issues that have come to our attention after we submitted the June 3, 2011 memorandum.

2. A June 20, 2011 memorandum from Jim Martin, Environmental Collaborative documenting that the amended Master Plan will reduce the potential permanent impacts to native grasslands from 5.5 acres under the 1998 approved Master Plan to 4.4 acres.(Attachment 2)

3. A June 17, 2011 memorandum from Bill Burton, AECOM, responding to materials from the Friends of Knowland Park showing a backup from cars entering the Zoo on Sunday of Memorial Day weekend and confirming that these materials do not change the analysis or conclusions in the Subsequent Mitigated Negative Declaration/Addendum and that this backup can be effectively handled by the Zoo's policy when backups occur to permit cars to enter without payment at the entry kiosk. (Attachment 3)

4. A June 20, 2011 memorandum from Bob Westfall, Director of Park Services, Oakland Zoo outlining an Oakland Zoo policy to manage traffic flow from the City streets into the Zoo. The Zoo's traffic relieving protocol ensures that guest vehicles are waved through the Parking Fee Gate without having to stop or be charged the regular Zoo parking fee, thereby clearing back-ups on City streets. (Attachment 4)

B. The Oakland Zoo Is A Financially Strong Institution

1. Long History of Financially Sound Management

For the past 29 years, the EBZS has managed the Zoo in a fiscally responsible manner and has guided the substantial growth of the Zoo through numerous successful capital projects. The key elements of our financial success in the management and growth of the Zoo include:

a. Since assuming management of the Zoo, the EBZS has generated sufficient revenues to cover its costs while investing in its future and has achieved this without any debt.

b. The Board of Directors maintains an active finance committee that oversees the Zoo's budget and financial management. This Committee meets monthly to carefully review and advise the Executive Director and senior leadership on the Zoo's financial well-being. The committee is led by an Executive Vice President from Wells Fargo.

c. The East Bay Zoological Society is governed by a 25-member volunteer Board of Trustees that provides oversight of the organization's mission and policies including active involvement in annual and longer term capital fundraising efforts. The Society also has a volunteer Foundation Board, which together with the Board of Trustees, is composed of senior leaders from Fortune 500 companies, established non-profits, and educational institutions.

d. The Zoo maintains a professional finance staff. The current CFO, Carl Nichols, is a Harvard MBA with 25 years of financial expertise at Fortune 500, non-profit, and entrepreneurial institutions. The staff also includes a controller who is a certified public accountant.

e. The Zoo obtains an independent auditor's report every year prepared by certified public accountants to review the accuracy of the Zoo's financial position. The audits are conducted in accordance with generally accepted auditing standards in the United States. This year, as in prior years, our auditors have found our financial management processes impeccable and issued an unqualified opinion.

2. Highly Successful Fundraising Organization

The EBZS has been consistently successful in major fundraising efforts for the Zoo.

a. Over the past 29 years, the EBZS has raised approximately $78,000,000 from public and private sources for capital improvements in the Zoo and Knowland Park. Improvements include the Maddie's Center for Science and Environmental Education, one of the largest education centers at a zoo in California, the Wayne and Gladys Valley Children's Zoo, and additional visitor amenities.

b. The Zoo's Executive Director for the past 27 years, Joel J. Parrott, along with a five-person development office (with over 100 years of combined experience in fundraising including capital campaigns, and research, program and major gifts) successfully lead the Zoo's fundraising plans. Our Development Director, Emma Lee Twitchell, has thirty years of fundraising experience and has been responsible for more than a dozen capital projects that have raised in excess of $250 million.

c. The Society's volunteer Board of Trustees and Foundation Board members actively support the Zoo's planning and fundraising efforts both for its annual fund and longer-term capital projects. All volunteer members have committed significant time and financial resources to grow the Zoo.

d. As a result of the Zoo's qualified staff and volunteer leadership, the Zoo enjoys support from a wide range of public and private funding partners, including but not limited to: Wayne and Gladys Valley Foundation, Lakeside Foundation, DMARLOU Foundation, Hedco Foundation, Thomas J. Long Foundation, J.M. Long Foundation, Thelma Doelger Trust for Animals, Oakland Rotary, Clorox Company Foundation, Fremont Bank Foundation, Wells Fargo Foundation, Koret Foundation, Maddie's Fund, S.D. Bechtel, Jr. Foundation, Silicon Valley Community Foundation, University of Phoenix Foundation, The Men's Wearhouse, Richard & Rhoda Goldman Fund, Pacific Gas & Electric, East Bay Community Foundation, California Cultural and Historic Endowment, California Cultural and Historic Endowment 4, East Bay Regional Park District Bond Measure WW, California Office of Parks and Recreation, -Nature Education Facilities Program, CALFIRE, Creative Works Fund, and The Rogers Family Foundation.

e. In addition to the support of private funders, the City of Oakland voters have supported the Zoo through local finance measures. In 2002, the voters of Oakland approved Measure G, a City general obligation bond measure that allocated more than $26M to the Oakland Zoo, more than $11M of which is restricted for the California Trail exhibit.

f. The Zoo's annual fund raised more than $300,000 in 2010 as compared with $110,000 in 2001 – growing nearly 175% in the past 9 years.

g. The Zoo also receives income from memberships, which have grown from 1,800 households in 1985 to 26,000 households (with approximately 90,000 individual members) in 2011.

3. Highly Successful Operational Institution

The Oakland Zoo is an extremely appealing cultural and visitor attraction in the San Francisco Bay Area. As a result, it has been able to financially thrive over the years.

a. Our current annual operating budget of $12 million has expanded from $2 million in 1991, growing an average of 9% per year.

b. Unlike most zoos, the Zoo has been largely self-sufficient, generating approximately 90% of its operating revenues through its own programs, such as admissions, concessions, camps, rental facilities, memberships and contributions, and special events.

c. The Zoo enjoys the strong support of the local and regional community as demonstrated by an attendance increase from approximately 470,000 in 2004 to more than 600,000 in 2010.

d. The City of Oakland provides a modest annual operating subsidy for the Zoo of $172,414 in accordance with the EBZS/City management agreement and an additional discretionary subsidy that varies annually. Last year, the City subsidy represented less than 5% of the Zoo's annual operating budget.

e. In addition to the City's operational subsidy, the Zoo has the fortune of additional operating support as approved by voters. This includes the Transient Occupancy Tax ("Hotel Tax") that was approved by Oakland City voters in June 2009 and the East Bay Regional Park District property tax revenue, of which the Zoo receives a portion of funds.

4. Veterinary Medical Hospital and California Trail Exhibit Planning and Fundraising

The California Trail exhibit has been part of the Oakland Zoo's long range master plan for more than 15 years. Together, the new Veterinary Medical Hospital and the California Trail exhibit, represent the final phase of the Master Plan implementation.

a. Our fundraising has been and will continue to be successful because we have in place the three most important elements to reach our goal: a strong and proven case for support, fundraising prospects with financial capacity and interest in the project, and capable leadership.

b. The Veterinary Medical Hospital and the California Trail exhibit are vital to the ongoing success and vitality of the Oakland Zoo and to meet the needs and expectations of the communities we serve.

c. The EBZS has raised more than $35,000,000 to date for the Veterinary Medical Hospital and the California Trail exhibit. With this level of financial support, the Zoo can fully build and operate the Veterinary Medical Hospital and can build and operate a substantial portion of the California Trail exhibit.

d. As the California Trail exhibit will be developed in phases over a number of years, our fundraising strategy necessarily mirrors the phasing schedule as some funders will only commit to fund when approvals or permits are granted, some funders commit to fund when construction starts, some funders commit late in the process in order to be the "last in", and still other funders have a variety of requirements that can only be met as the project proceeds.

5. Public Funding

We understand that some members of the public have expressed concern that the buildout of the amended Master Plan will require additional public funding and that public funding of the Zoo has and would occur without public scrutiny. To clarify the existing sources of public support, we have prepared the attached chart (Attachment 5) showing funds that the Zoo received based on City Council approval and voter approval. The chart shows:

a. Per the City/EBZS Management Agreement, the Zoo receives an annual subsidy of $172,414 and a City Zookeeper (equivalent of an additional $40,000). This Agreement was approved by the City Council at a public hearing.

b. The City Council through its budgeting process may approve additional discretionary funding to the Zoo. The current budget (2010/2011) commitment is for $462,461. The City's budget is approved by the City Council at a public hearing.

c. In fiscal year 2010/2011, the Zoo will receive an estimated $264,000 from the City's transient occupancy tax. This tax was approved by the voters of Oakland on June 2, 2009.

d. In fiscal year 2010/2011, the Zoo will receive an estimated $522,405 from the East Bay Regional Park District property tax, which was approved by the East Bay Regional Park District voters.

e. The Zoo will receive a total of $23,600,000 from Measure G, a general obligation bond approved by the voters of Oakland in March 2002 for capital projects. Measure G specifically approved use of the bond funds for the California Exhibit. As of June 2011, $11,400,000 remains to be allocated to the California Exhibit.

f. The Zoo was allocated a total of $4,000,000 for capital projects, such as the Veterinary Medical Hospital, as part of the East Bay Regional Park District Measure WW approved by the voters on November 4, 2008.

Consequently, all of the public funding of the Zoo is subject to full public scrutiny whether the funding is approved by the City Council or the voters. In fact, through numerous voter approved measures, the public has supported the Zoo and specifically, through Measure G, the development of the California Exhibit.

wra
ENVIRONMENTAL CONSULTANTS

June 20, 2011

Nik Haas-Dehejia
Director, Strategic Initiatives
Oakland Zoo
9777 Golf Links Road
Oakland, California 94605

Re: Knowland Park Native Grasslands

Dear Nik,

In response to your request for more information concerning the amount of native grasslands in Knowland Park, on June 16, 2011, I conducted a reconnaissance level native grassland mapping exercise in Knowland Park outside of the existing zoo.

Using the methodology for defining native grasslands employed by biologist Jim Martin, Environmental Collaborative, and documented in his April 13, 2011 memorandum to Patricia Jeffery (included as Exhibit A to the April 27, 2011 Planning Commission Staff Report), I determined that (1) Knowland Park supports at least 73.25 acres of native grasslands with at least 10% native grass cover; (2) there are large stands of native grasslands in Upper Knowland Park above Golf Links road with extensive stands of purple needle grass, with some in excess of 40% cover; and (3) these native grasslands are at least equal to the quality of native grasslands within the California Trail Exhibit. Furthermore, the native grassland in the California Trail Exhibit have larger and more threatening infestations of invasive weed species such as French broom.

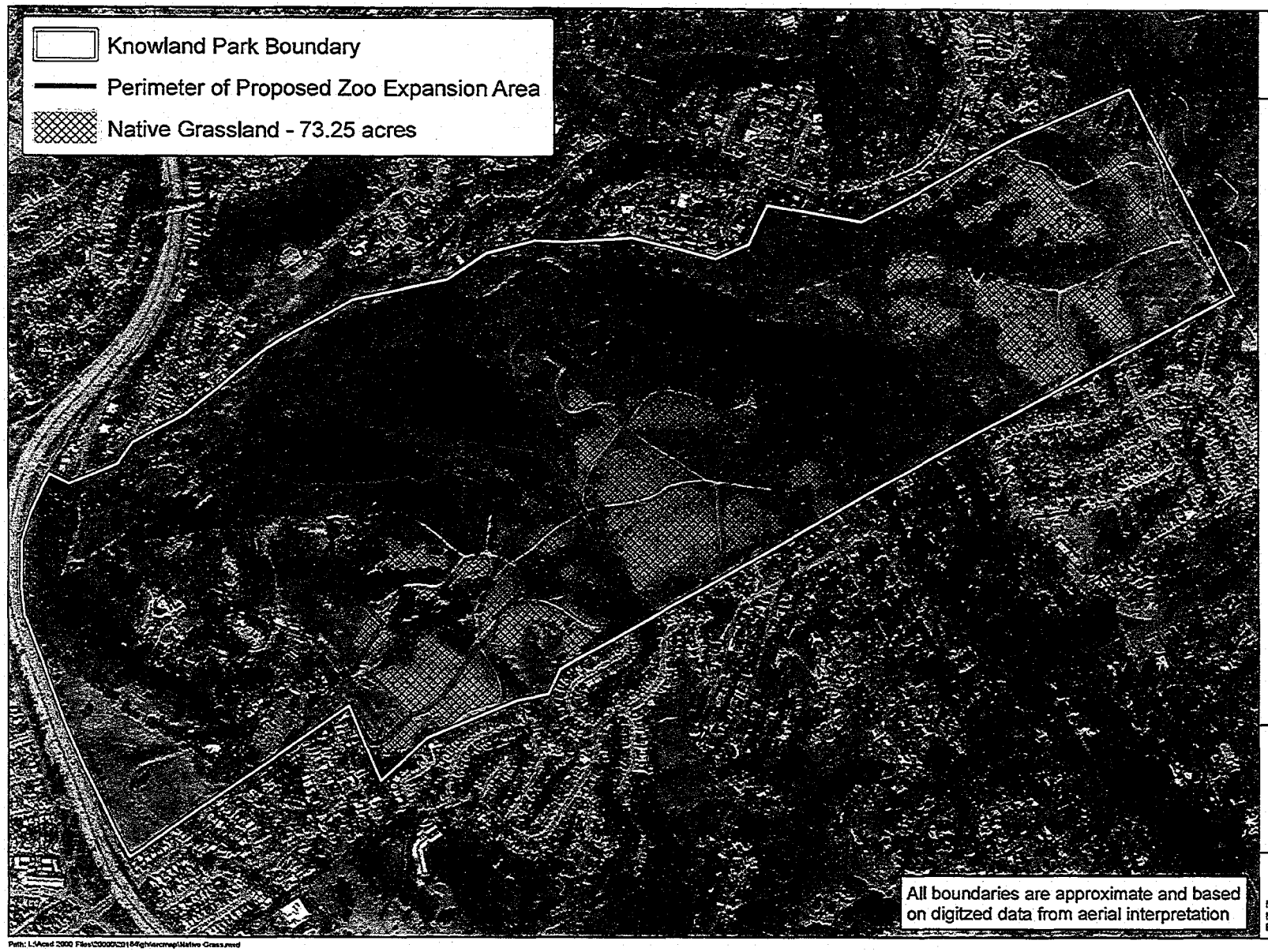
The attached map shows the extent of native grassland observed in Knowland Park during reconnaissance level mapping on June 16, 2011. Note that a few outlying grassland stands were not surveyed and may contain additional areas of native grassland than shown here.

In summary: (1) there are approximately 73.25 acres of native grasslands in Knowland Park; (2) approximately 17.2 of the 73.25 acres are located within the proposed perimeter fence; (3) the California Trail exhibit would potentially affect approximately 4.4 acres of native grasslands. Given the requirements of the Habitat Enhancement Plan, the impacts to native grasslands from the buildout of the Master Plan will be less than significant.

Sincerely,

Geoff Smick
Associate Principal Ecologist

2169-G East Francisco Blvd., San Rafael, CA 94901 (415) 454-8868 tel (415) 454-0129 fax info@wra-ca.com www.wra-ca.com



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ENVIRONMENTAL CONSULTANTS

Knowland Park
Alameda County,
California

Native Grassland

N
W E
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0 200 400 800
Feet

Map Date: June 2011
Map By: Michael Rochelle
Base Source: ESRI Bing Maps

Path: L:\Acad 2000 Files\20000\20184\gis\mxd\Native Grass.mxd

ENVIRONMENTAL COLLABORATIVE

Consultation • Documentation • Restoration
1268 64th Street • Emeryville, CA 94608
Phone 510/654-4444 • FAX 510/655-4444

MEMORANDUM

TO: Patricia Jeffery
Placemakers
1500 Park Avenue, Loft 310
Emeryville, CA 94608

CC: Nik Dehejia, Director Strategic Initiatives, East Bay Zoological Society

DATE: 20 June 2011

FROM: Jim Martin
ENVIRONMENTAL COLLABORATIVE

SUBJECT: Further Quantification of Potential Impacts on Native Grasslands Associated with the Approved 1998 Master Plan Oakland Zoo Master Plan in Knowland Park

The Zoo asked Environmental Collaborative to provide an estimate of the acreage of native grasslands that would have been impacted as a result of the 1998 approved Master Plan in order to provide a comparison to the impacts of the proposed amended master plan. As detailed below, 5.57 acres of what was then mapped as native grasslands would have been affected as a result of the approved 1998 Master Plan.

Vegetation on the site was mapped in 1996 as part of the *Biological Resource Survey* (BRS)[1] conducted for the approved Master Plan. This included mapping stands of native grasslands, areas of non-native grasslands, thickets of French broom, and cover dominated by native scrub, chaparral and woodland. A hard copy of the 1996 vegetation map was scanned by Aliquot Engineers and the stands of native grasslands digitized into an electronic file for use in Autocad application. Aliquot Engineers also prepared an estimate of the likely limits of grading under the 1998 Master Plan where cut and fills could affect grassland cover, particularly along the loop road through the eastern portion of the site.

The attached Figure 1 shows the approved 1998 Master Plan and the assumed limits of grading in relation to the stands of native grassland as mapped in 1996. As was done with the worst-case estimate for the amended Master Plan, the limits of buildings, roadways, exhibits and limits of grading were all assumed to affect any native grasslands within their footprints. Figure 2-20 on page 2-45 of the Draft SMND/A was used to confirm the footprint of the various exhibit and

1 Cheung Environmental Consulting. 1996. *Biotic Resources Survey at Knowland Park/The Oakland Zoo*, prepared for East Bay Zoological Society, November.

use areas in the approved 1998 Master Plan, which included what was then existing bison/tule elk exhibit areas, as well as the California Interpretive Center, Off-site Breeding Area, and the Canyon Exhibit, River Exhibit, Woodland Exhibit, and Grizzly Bear Exhibit. Aliqout Engineers then calculated the areas of intersect (shown as dotted areas on Figure 1) between the assumed development footprint and the stands of native grassland, with polylines drawn in Autocad around the limits of each polygon.

Based on the intersect data shown in Figure 1 and conditions on the site in 1996, an estimated 5.57 acres of what was then mapped as native grasslands would have been affected as a result of the approved 1998 Master Plan. This is over one acre more than the worst case estimate of 4.44 acres of potentially affected native grasslands for the amended Master Plan, based on current field conditions. The majority of this considerable difference is due to the eastern portion of the loop road that would have passed through one of the largest stands of native grasslands on the site, which is still intact today. The eastern portion of the footprint to the River Exhibit also would intersect with this same stand of native grassland, and contributes to the larger estimate of potentially affected native grasslands associated with the approved 1998 Master Plan.

Figure 1

Native Grassland Disturbance for 1998 Master Plan

ALIQUOT
PLANNING
CIVIL ENGINEERING
SURVEYING
NATIVE GRASSLAND DISTURBANCE
FOR 1998 MASTER PLAN
KNOWLAND PARK-OAKLAND ZOO
OAKLAND
ALAMEDA COUNTY
CALIFORNIA
LEGEND
EXHIBIT BOUNDARY
LIMIT OF GRADING
NATIVE GRASS 1998=5.57 ACRES
SCALE IN FEET
Oakland Zoo Perimeter Fence
Grizzly Bear Exhibit
California Native Exhibit
River Exhibit
Canyon Exhibit
LIMIT OF GRADING
Main Entrance
Main Parking
Picnic Area
Lo Creek

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510 622 6600 tel
510 834 5220 fax

Memorandum – Attachment 3

To	Nik Haas-Dehejia, Oakland Zoo	Page	1
Subject	Oakland Zoo – Memorial Day Traffic Conditions		
From	Bill Burton		
Date	June 17, 2011		

Per your request, we have reviewed the photographs and videos posted at the Save Knowland Park website taken on May 29, 2011, which was the Sunday of Memorial Day weekend (http://www.saveknowland.org/TrafficCongestionAtTheZooPage/index.html). The photographs and videos show traffic queues generated by vehicles waiting to enter the Zoo at the entry payment kiosk. These queues extend through the Golf Links Road/Mountain Boulevard and Golf Links Road/I-580 Westbound Ramps intersections.

In our opinion, the unusually busy conditions at the Zoo were the result of the holiday weekend when there was sunny weather the day after a rainy Saturday (and, after an unusually wet winter and wet spring). Also, the Zoo is celebrating the recent birth of river otter pups and a wallaroo joey. Births at zoos tend to correlate with a short-lived attendance increase as explained in the Analysis of Oakland Zoo Attendance prepared by Hausrath Economics Group (November 2010). Because of these circumstances, Zoo traffic was abnormally high. Attendance records show that on May 29, 2011, the Zoo had its highest recorded attendance in the past 12 months (i.e. this was the busiest day in the past year). Indeed, attendance on Sunday May 29, 2011 was 31 percent higher than the highest attended Sunday in all of summer 2010 (June, July, August). Past attendance records show that the Zoo typically experiences two to three days a year of unusually high attendance.

The traffic conditions observed on May 29, 2011, do not alter the analysis or conclusions of the transportation impact analysis conducted for the proposed amendment to the Oakland Zoo Master Plan. In accordance with generally accepted transportation impact methodology, the analysis for the Zoo project assumed an average weekend condition during the summer season when Zoo traffic is at its peak and, thus, represents a conservative analysis. It is **not** accepted practice, nor warranted, to assume that abnormally high traffic conditions represent a typical condition that must be analyzed.

We understand that the Zoo has a policy of waving vehicles in without charging payments during periods when vehicular queues extend from the entry kiosk onto Golf Links Road. When implemented, this measure should eliminate off-site queuing conditions during short periods of peak attendance arrivals on extremely busy summer weekend days.

MEMORANDUM – ATTACHMENT 4

TO: DR. JOEL J. PARROTT, EXECUTIVE DIRECTOR, EAST BAY ZOOLOGICAL SOCIETY
NIK DEHEJIA, DIRECTOR, STRATEGIC INITIATIVES, EAST BAY ZOOLOGICAL SOCIETY

FROM: BOB WESTFALL, DIRECTOR, PARK SERVICES, EAST BAY ZOOLOGICAL SOCIETY

SUBJECT: OAKLAND ZOO POLICY REGARDING TRAFFIC BACK-UPS AT ZOO ENTRANCE

DATE: 6/20/2011

As the Director of Park Services and Chief of Public Safety and Security for the Oakland Zoo during the past 30 years, it was brought to my attention that some members of the public have raised concerns about traffic back-ups at the Zoo. I have reviewed the photographs and videos from the Friends of Knowland Park website concerning traffic back-ups on Sunday, May 29, 2011 – Memorial Day Weekend.

Traffic control and management has always been a primary focus of the park services and public safety staff, both to ensure visitor satisfaction and to provide orderly and safe traffic flow both at the entrance and exits for the Zoo. Traffic back-ups, such as those visually documented over Sunday, May 29 of Memorial Day Weekend, are typically restricted to a handful of days during the year. In fact, the particular Sunday in question was the highest traffic day at the Oakland Zoo in the past twelve months.

When these traffic back-ups occur at the entrance to the Zoo from the Golf Links Road and Mountain Boulevard intersection and/or the Highway 580 off ramps, the park services and public safety staff immediately implements a traffic relieving protocol to resolve these concerns. This traffic relieving protocol ensures that guest vehicles are waved through the Parking Fee Gate without having to stop or be charged the regular Zoo parking fee. Our personnel are trained to begin and apply this protocol until such time as traffic is clear of the intersection and off-ramps.

Although I was not at the Zoo on May 29, I have confirmed that the staff did not implement the policy. This was a one-time mistake and is not representative of our protocol or usual practice. I have spoken with all staff again to ensure awareness of this protocol and confirmed with staff that they have the authority to implement this protocol independent of my presence at the Zoo. I will be monitoring the upcoming July 4th weekend, which could have some high traffic times, to ensure that, if necessary, this protocol is implemented smoothly.

Attachment 5

East Bay Zoological Society / Oakland Zoo

A. CITY OF OAKLAND GENERAL FUND OPERATING SUPPORT TO EAST BAY ZOOLOGICAL SOCIETY			
SUPPORT TYPE	**FY 2010-11 COMMITMENT**	**DISCUSSION**	**APPROVED BY**
Operating Support	$ 634,875	$634,875 received by East Bay Zoological Society on 10/01/10. Of this amount, $172,414 is city subsidy + 1 City Zookeeper (equivalent of $40,000) as detailed in section 14 of the EBZS-City May 2005 management agreement. Remaining funds are provided at discretion of City of Oakland	City of Oakland City Council per 5/23/05 Management Agreement with EBZS
B. VOTER APPROVED FUNDS FOR EAST BAY ZOOLOGICAL SOCIETY			
SUPPORT TYPE	**FY 2010-11 ESTIMATED**	**DISCUSSION**	**APPROVED BY**
Transient Occupancy Tax (TOT)	$ 264,000	A 2% "Hotel Tax" surcharge to existing City of Oakland tax provides an equal 25% share of incremental funds to the Oakland Zoo, Oakland Museum of California, Chabot Space and Science Center, and City of Oakland Cultural Arts Programming	Voters of Oakland on June 2, 2009
Property Tax	$ 522,405	East Bay Regional Park District tax of which a portion is allocated to the Oakland Zoo	East Bay Regional Park District voters
TOTAL (TOT + Prop. Tax)	$ 786,405		
SUPPORT TYPE	**TOTAL COMMITMENT**	**DISCUSSION**	**APPROVED BY**
Measure G	$ 23,600,000	$59M general obligation bond for the Oakland Zoo, Oakland Museum of California, and Chabot Space and Science Center. Oakland Zoo was allocated $23.6M for the California Trail exhibit, Children's Zoo, and other related infrastructure improvements. As of June 2011, $11.4M remains to be allocated to the California Trail exhibit	Voters of Oakland in March 5, 2002
Measure WW	$ 4,000,000	Oakland Zoo was allocated a total of $4,000,000 as part of the East Bay Regional Park District Measure WW. These funds can be used to support any capital improvements at the Oakland Zoo, including the Veterinary Medical Hospital and California Trail exhibit	Voters of East Bay Regional Park District Bond Measure November 4, 2008

APPROVED AS TO FORM AND LEGALITY
Mark P. Wall
DEPUTY CITY ATTORNEY

OAKLAND CITY COUNCIL

ORDINANCE NO. _____C.M.S.

AN ORDINANCE, WHICH WAS CONSIDERED BY THE PARKS AND RECREATION ADVISORY COMMISSION, GRANTING A 53-ACRE CONSERVATION EASEMENT IN KNOWLAND PARK, LOCATED AT 9777 GOLF LINKS ROAD, TO PROTECT THE ALAMEDA WHIPSNAKE, WHICH FURTHER IMPLEMENTS THE JUNE 2011 CALIFORNIA TRAIL EXHIBIT PROJECT APPROVALS, CONDITIONS OF APPROVAL AND MITIGATION MEASURES AND AUTHORIZING THE CITY ADMINISTRATOR TO TAKE ANY AND ALL ACTIONS NECESSARY TO IMPLEMENT THE CONSERVATION EASEMENT WITHOUT RETURNING TO COUNCIL (CEQA DETERMINATION: RELIANCE ON PREVIOUSLY APPROVED 2011 SUBSEQUENT MITIGATED NEGATIVE DECLARATION/ADDENDUM)

WHEREAS, a Master Plan for the Oakland Zoo ("Zoo") was prepared in 1990 ("1990 Master Plan"); and

WHEREAS, the City Council adopted the Open Space, Conservation, and Recreation ("OSCAR") Element of the General Plan in 1996; and

WHEREAS, the OSCAR acknowledges the 1990 Master Plan; and

WHEREAS, the City Council adopted a Mitigated Negative Declaration ("MND") pursuant to the California Environmental Quality Act ("CEQA") in 1998 ("1998 MND") and approved a Master Plan for the Zoo in 1998 ("1998 Master Plan"); and

WHEREAS, the 1998 Master Plan is similar to the 1990 Master Plan and is consistent with OSCAR; and

WHEREAS, the 1998 MND and 1998 Master Plan approval were not legally challenged and thus are presumed valid; and

WHEREAS, CEQA Guidelines sections 15162 and 15164 preclude the preparation of an environmental impact report, when a previously adopted CEQA document was not legally challenged, except under certain specific circumstances not applicable here; and

WHEREAS, the City Council adopted Uniformly Applied Development Standards pursuant to CEQA Guidelines section 15183, applied as Standard Conditions of Approval, on November 3, 2008, via Ordinance No. 12899 C.M.S., finding, in relevant part, that the Standard Conditions of Approval are designed to and will mitigate environmental impacts of future projects, and this ordinance was not legally challenged; and

WHEREAS, the East Bay Zoological Society ("Applicant") filed applications for a major conditional use permit and creek protection permit ("Development Permits") to amend the 1998 Master Plan ("Project") on April 20, 2009; and

WHEREAS, the City, commencing in 2009, began preparing a combined CEQA document (an Addendum together with a Subsequent Mitigated Negative Declaration, hereafter referred to as a "SMND/A"), which independently and collectively satisfy the City's obligations under CEQA, and issued a Notice of Intent to Adopt a SMND/A for the Project, in accordance with CEQA, on February 11, 2011; and

WHEREAS, on June 21, 2011, the City Council adopted the SMND/A and approved the Project, which included a conservation easement in Knowland Park ("Conservation Easement"), as well as mitigation measure 14 (c) (requiring the Zoo to obtain permits from the federal and state resource agencies and provide compensatory mitigation for impacts to whipsnake habitat) and the City's Standard Condition of Approval BIO-10 (likewise requiring the Zoo to obtain the permits from the state and federal resource agencies and also requiring the Zoo to "comply with all conditions issued by applicable agencies"), after hearings before the Parks and Recreation Advisory Commission ("PRAC") and City Planning Commission; and

WHEREAS, the City Council found, in part, that the Project would improve the 1998 Master Plan, would further enhance a City-owned facility by providing a unique and valuable recreational and educational opportunity for visitors, is consistent with applicable General Plan policies and zoning regulations, would not result in new significant environmental impacts or the substantial increase in previously identified significant impacts, and would continue to allow public access to a substantial amount of open space in Knowland Park and the surrounding area; and

WHEREAS, the Friends of Knowland Park and California Native Plant Society filed a lawsuit challenging the Project approvals on CEQA and other grounds, which was eventually rejected by the Alameda Superior Court and no appeal was taken, thus upholding/validating the City's June 2011 Project approvals; and

WHEREAS, over the past three years, the Zoo has taken steps to implement the approved Project, including constructing the new Veterinary Hospital (now complete), submitting various applications to regional, state, and federal resource agencies, including the Regional Water Quality Control Board, California Department of Fish & Wildlife ("CDFW") and United States Fish and Wildlife Service ("USFWS"), to obtain their approvals, responding to questions/concerns from those agencies, and coordinating with City staff; and

WHEREAS, the Zoo has submitted a Draft Conservation Easement to the City and intends to also submit such to CDFW and USFWS; and

WHEREAS, the CDFW has issued a Draft Incidental Take Permit and is about to issue a Final Incidental Take Permit and the USFWS has issued a Biological Opinion, which includes conservation measures for construction and operation of the Project designed to protect whipsnake habitat, including requirements for a Conservation Easement, endowment, and long-term management plan; and

WHEREAS, on October 22, 2014, the PRAC conducted a duly noticed public hearing to consider the grant of the Conservation Easement but was unable to provide a recommendation to the City Council because the motion recommending the Conservation Easement failed, with a 5-2 vote, to achieve the requisite six (6) affirmative votes for adoption; and

WHEREAS, on November 12, 2014, the City Council's Community and Economic Development Committee held a duly noticed public meeting to consider the grant of the Conservation Easement and recommended approval of such to the City Council; and

WHEREAS, on November 18, 2014, the City Council conducted a duly noticed public hearing to consider the grant of the Conservation Easement; and

WHEREAS, all interested parties were given the opportunity to participate in the public hearing by submittal of oral and written comments; and

WHEREAS, the public hearing was closed by the City Council on November 18, 2014;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

Section 1. The City Council, having independently heard, considered and weighed all the evidence in the record presented on behalf of all parties and being fully informed of the Project, Conservation Easement and PRAC consideration of the matter, hereby grants a Conservation Easement of approximately 53 acres to any approved and qualified, third-party easement holder, as determined by the City Administrator or designee, which currently is contemplated to be the Wildlife Heritage Foundation, and authorizes the City Administrator or designee to negotiate and execute the Conservation Easement, in substantial conformity with Attachment D to the November 12, 2014, City Council Community and Economic Development Committee Agenda Report, and any and all necessary and related documents, without returning to the City Council, for the reasons stated in the November 12, 2014, City Council Community and Economic Development Committee Agenda Report, attachments thereto, any Agenda-Related Materials and elsewhere in the record (which are hereby incorporated by reference as if fully set forth herein).

Section 2. a. The City Council independently finds and determines that it can rely on the previously adopted 2011 SDMND/A and that no further environmental review is required because there are (i) no significant changes to the project, (ii) no significant new information (which was not known or could not have been known at the time of the June 2011 approvals) and/or (iii) no significant changes in circumstances, which results in new significant impacts or a

substantial increase in the severity of previously identified significant impacts for the reasons stated in the November 12, 2014, City Council Community and Economic Development Committee Agenda Report, attachments thereto, any Agenda-Related Materials and elsewhere in the record (which are hereby incorporated by reference as if fully set forth herein).

b. The City Council further independently finds and determines that there are no feasible mitigation measures available to mitigate the impacts to the Alameda whipsnake and its habitat, other than the Conservation Easement, for the reasons stated in the November 12, 2014, City Council Community and Economic Development Committee Agenda Report, attachments thereto, any Agenda-Related Materials and elsewhere in the record (which are hereby incorporated by reference as if fully set forth herein).

Section 3. The City Administrator, or designee, is hereby authorized to take any and all steps necessary to implement and/or effectuate this Ordinance, including without limitation, negotiating and executing agreements with State and federal Resource Agencies, third party easement holders, determining and requiring appropriate financial assurances, and the like, which are consistent with the basic purposes and intent of this Ordinance without returning to the City Council; provided, however, any legal agreements shall be subject to the review and approval of the Office of the City Attorney.

Section 4. The City Council finds and determines that this Ordinance complies with CEQA and the Environmental Review Officer is directed to cause to be filed a Notice of Determination with the appropriate agencies.

Section 5. The record before this Council relating to this Ordinance includes, without limitation, the following:

1. the Conservation Easement, including all accompanying maps and papers;

2. all plans submitted by the Applicant and its representatives;

3. all staff reports, decision letters, and other documentation and information produced by or on behalf of the City, including without limitation the SMND/A and supporting technical studies, all related and/or supporting materials, and all notices relating to the Applications and attendant hearings;

4. all oral and written evidence received by City staff, the PRAC, and the City Council before and during the public hearings, including without limitation communications between the Applicant and the federal and state resource agencies; and

5. all matters of common knowledge and all official enactments and acts of the City, such as (a) the General Plan; (b) the Oakland Municipal Code; (c) the Oakland Planning Code; (d) other applicable City policies and regulations; and (e) all applicable State and federal laws, rules and regulations.

Section 6. The custodians and locations of the documents or other materials which constitute the record of proceedings upon which the City Council's decision is based are (a) the Department of

Planning & Building, Bureau of Planning, 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, California; and (b) the Office of the City Clerk, 1 Frank H. Ogawa Plaza, 1st floor, Oakland, California.

Section 7. The recitals contained in this Ordinance are true and correct and are an integral part of the City Council's decision.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2014

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT KERNIGHAN

NOES-

ABSENT-

ABSTENTION-

ATTEST:_____
LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California

_____
Date of Attestation

LEGAL NOTICE: This action of the City Council is final and is not administratively appealable. Any party seeking to challenge such decision in court must do so within ninety (90) days of the date the decision was announced, unless a different date applies.

MRW

NOTICE AND DIGEST

An Ordinance, Which was Considered by the Parks & Recreation Advisory Commission, (a) Granting a 53-acre Conservation Easement in Knowland Park, located at 9777 Golf Links Road, to Protect the Alameda Whipsnake, Which Further Implements the June 2011 California Exhibit Project Approvals, Conditions of Approval and Mitigation Measures and (b) Authorizing the City Administrator to Take Any and All Actions Necessary to Implement the Conservation Easement Without Returning to Council (CEQA Determination: Reliance on Previously Approved 2011 Subsequent Mitigated Negative Declaration/Addendum).

Adoption of the proposed ordinance would grant a conservation easement of approximately 53 acres in Knowland Park for the protection of the Alameda whipsnake and authorize the City Administrator or designee to negotiate and execute the conservation easement and take any and all other actions necessary to implement the conservation easement without returning to City Council. Granting and executing the conservation easement would implement a portion of the June 2011 approvals, conditions of approval, and mitigation measures for the Oakland Zoo California Exhibit Project.