

Attachment 1
BP Consent Decree

Priority Projects

The Governments' currently plan to carry out the following four Restoration projects:

I. Improvement of the South Jetty at North Island, San Diego (Zuniga Point Jetty)

Like many waterbirds, the California Brown Pelican has been impacted by intensive human uses of the Southern California coastline. Roosting by pelicans in coastal wetlands, estuaries, spits, river mouths, and sand bars has been precluded in many areas by housing and commercial development, marinas, boating, aircraft, domestic animals, and other activities.

Pelicans require open, disturbance-free roosting sites where they can rest and preen between foraging forays and during the night.

The Zuniga Point Jetty in San Diego County is presently a submerged jetty forming the southern border of the mouth of San Diego Bay. The approximately 2286-meter long rock jetty, when above water, is an excellent roost site for pelicans and other birds. Over 700 pelicans have been counted roosting on the jetty at low tide. At high tide, however, water covers much of the jetty to a depth of between three and ten feet, eliminating most of the structure as a roost. In particular, the water level at high tide prevents birds from using the jetty as a night roost, the scarcest and most important kind of roost for pelicans and other birds during the non-breeding season.

To create sufficient roost capacity for pelicans and other birds, the governments plan to repair and build up three, 100-meter long sections of the jetty at the three outermost lighted markers on the jetty (stations 68+50, 54, and 40). These three built-up sections will provide sufficient roosting capacity at high tides for the numbers of pelicans that have tried to use the jetty as a roost. The outer stations will be built up to minimize the chance that humans or predators will reach the built-up areas from shore.

II. Creation or Maintenance of Artificial Floating Roost

The governments plan to create permanent floating roosts for pelicans and other birds at locations along the southern California coast where the lack of natural roosts and suitable artificial roost sites has prevented pelicans from roosting and created overcrowded conditions on the limited space available.

In the Agua Hedionda Lagoon, in San Diego county, pelicans now roost on floating artificial structures in the lagoon, but in crowded conditions causing severe competition for space. Similarly, in the outer harbor of the Santa Barbara harbor, over 1300 pelicans have been seen roosting on one private barge, but no permanent, publicly managed roost exists. The governments plan to place permanent and secure floating roost sites at these locations.

III. Jetty Security Projects

In addition to islands and breakwaters, pelicans and other birds roost on the tips of peninsulas, sand spits, and artificial jetties. ("Breakwater" here refers to structures not attached to land and "jetty" refers to structures attached to land.) In southern California, pelicans are attempting to use the tips of jetties as roosts, but are frequently flushed by human disturbances. The governments plan to fence and post the tips of jetties to create secure roosting space while minimizing the amount of the jetty restricted from human access. Signs in English and Spanish will designate the areas as closed wildlife areas and explain the purpose of the closure.

The following areas have been selected for jetty security projects: (1) Oceanside Harbor Jetty, (2) Dana Point Harbor Jetty, (3) King Harbor Jetty, (4) Marina del Rey Breakwater, (5) Channel Islands Harbor Breakwater, and (6) Ventura Harbor Breakwater.

IV. Predator Control Projects

The elimination of introduced predators such as rats is one of the most effective restoration measures for enhancing seabird habitat. Early in this century, European rats were introduced to Anacapa Island and quickly became well established in the absence of rat predators such as raccoons, skunks, or foxes. There is evidence of rat predation on Brown Pelican eggs and the rats have probably eliminated other bird species. There is also evidence of rat activity on smaller San Clemente and Santa Catalina Islands in the Southern California Bight. The governments plan to control introduced predators on Anacapa, San Clemente, and Santa Catalina Islands with an intensive trapping program.

Alternative Projects

If one or more of the above projects becomes infeasible or impracticable, the Governments currently plan to carry out one or more of the following projects:

V. Moss Landing Wildlife Salt Ponds

The Moss Landing Wildlife Area by the Elkhorn Slough in Monterey County is owned and managed by the California Department of Fish and Game. The western-most portion of the property near the mouth of the slough was once covered by large numbers of abandoned salt evaporation ponds. This artificial habitat served as a night roost for very large numbers of brown pelicans. Recently, however, as the salt pond levee system deteriorated and as the ponds drained, the pelicans abandoned the roost.

The California Department of Fish and Game has constructed artificial habitat where some of the salt ponds were located. This habitat includes a pond with an island to serve as a pelican night roost. The governments propose to fence the pelican habitat area in the Moss Landing Wildlife Area to keep red foxes out of the habitat and to reduce the disturbances caused by people.

VI. Elkhorn Slough National Estuarine Research Reserve

Pelicans have attempted to roost at an island in the Elkhorn Slough National Estuarine Research Reserve. The island is, however, experiencing tidal erosion and is close enough to shore to make incursions from predators possible. The governments propose to improve the island habitat by creating a wider and deeper channel between the island and the mainland, increase the surface area of the island, and stabilize the island against tidal erosion.

VII. Acquisition of Wetland Habitat

The acquisition or restoration of wetland habitat would assist in the restoration, replacement, or acquisition of the equivalent of the natural resources damaged by the Oil Spill by restoring or replacing damaged wetland habitat, providing habitat for black skimmers killed by the spill, and providing habitat for other birds. Shoreline wetlands provide important habitat for a variety of marine life and roosting habitat for brown pelicans and other birds. The governments plan to acquire and/or restore former wetland acreage to expand existing reserves.

Attachment 2
BP Consent Decree

Settlement Agreement

Between BP and the State and Local Governments

(22 Pages)

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by the State of California ex rel. the California Department of Fish and Game, the Department of Parks and Recreation, the Regional Water Quality Control Board, Santa Ana Region, the State Coastal Conservancy, the State Lands Commission ("State Agencies"), the City of Huntington Beach, the City of Newport Beach, the Orange County Flood Control District, and the County of Orange ("Local Governments") on the one hand, and BP America, Inc., BP Oil Supply Company, and BP Oil Shipping Company, USA (collectively, referred to as "BP" or "BP Companies"), on the other hand.

DEFINITIONS

1. Whenever the following terms are used in this Agreement, they shall have the following meanings:

(a) "Claims Against BP for Contribution means claims or causes of action, originating under state, federal, or maritime law, now or in the future, by Non-Settling Parties against any of the BP Companies for equitable comparative contribution; partial, comparative, or total indemnity; contribution; or equitable indemnity which arise from or are related to the Governments' claims for damages caused by the Oil Spill, except that claims based upon a written express indemnity agreement are not included within the scope of this definition.

b. "Final Approval" means the earliest date on which all of the following have occurred:

1. The Superior Court has found that this Agreement was made in "good faith" as that term is used in section 377.6 of the California Code of Civil Procedure, and determined that all Claims Against BP for Contribution asserted or capable of assertion in state court are barred as a result of this Agreement and all applicable appeal periods have expired without an appeal being filed, or, if an appeal is taken, the Superior Court's judgment has been upheld on appeal and either the time for further appeal has expired without the filing of a further appeal or no further appeal is allowed; and,

(2) All Claims Against BP for Contribution in pending suits in state court have been dismissed with prejudice and all applicable appeal periods have expired without an appeal being filed, or, if an appeal is taken from the dismissal, the judgment has been upheld on appeal and either the time for further appeal has expired without the filing of a further appeal or no further appeal is

allowed (it is understood that the term "appeal" is meant to include any applications for a writ from an appellate court); and,

(3) The United States District Court for the Central District of California has entered the Consent Decree attached to this Agreement as Attachment 2 ("Consent Decree").

(c) "Natural Resource" or "Natural Resources" mean land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson Fishery Conservation and Management Act of 1976, 16 U.S.C. §§ 1801 et seq.) and the State of California and its agencies.

(d) "Natural Resources Damages" means civil compensatory and remedial relief recoverable by the Governments on behalf of the public for injury to, destruction of, or loss of Natural Resources resulting from the Oil Spill, including any and all (1) costs of damage assessment, including related enforcement costs, (2) compensation for loss, injury, impairment, damage or destruction of Natural Resources, whether temporary or permanent, or for loss of use value (active and passive), consumer surplus, economic rent, or any other similar value of Natural Resources, and (3) costs of restoration, rehabilitation or replacement of injured Natural Resources or the acquisition of equivalent resources.

(e) "Non-Settling Parties" means all persons and entities who are not Parties to this Agreement or the Consent Decree, including but not limited to (i) defendants in United States District Court for the Central District of California Case No. CV 91-3363 or any case consolidated with that action, and/or (ii) defendants in Orange County Superior Court Case No. 64-63-39 or any case consolidated with that action.

(f) "Oil Spill" means the grounding of the steam tanker, AMERICAN TRADER, on February 7, 1990 at the Golden West Marine Terminal and the resulting oil spill and response activity.

(g) "Party" or "Parties" mean the BP Companies, and each of them, the State Agencies and the Local Governments, and each of them.

(h) "Restore" or "Restoration" mean any action to restore to its pre-spill condition any Natural Resource injured, lost, or destroyed as a result of the Oil Spill and the services provided by that Natural Resource, or which restores, replaces, rehabilitates, or acquires the equivalent of, the injured, lost or destroyed Natural Resource and affected services.

(i) "Response and/or Cleanup Costs" mean response and/or cleanup costs incurred by the Governments in responding to the Oil Spill, including but not limited to actions taken to remove and clean up the spilled oil.

(j) "Superior Court" means the Superior Court for the County of Orange.

INTRODUCTION

2. On February 7, 1990, the steam tanker AMERICAN TRADER ran aground on one of its anchors at the Golden West Marine Terminal, causing Alaska north slope crude oil to spill from the ship's tanks into or upon waters, beaches, and other Natural Resources near Huntington Beach, California, and requiring cleanup of the spilled oil. The State Agencies and Local Governments assert that the oil covered approximately sixty square miles of ocean and washed ashore along approximately fourteen miles of beaches, injuring birds and fisheries and other Natural Resources.

3. AMERICAN TRADER was owned by American Trading Transportation Company ("Attransco") on the day of the spill, and had Mooring Master John Keon aboard for the purpose of bringing the tanker into the offshore terminal which was leased and operated by Golden West Refining Company ("Golden West"). Golden West hired Robert Brandenburger of Brandenburger Marine, Inc. to assign mooring masters to particular mooring jobs at the offshore terminal.

4. AMERICAN TRADER's crude oil cargo was to be delivered to Golden West pursuant to a crude oil sales contract between Golden West and BP Oil Supply Company. BP alleges that at the time of the Oil Spill, BP Oil Supply Company was the title owner of the oil aboard the AMERICAN TRADER.

5. BP Oil Shipping Company, USA was the time charterer of the AMERICAN TRADER on February 7, 1990.

6. BP America, Inc. represents that it is an indirect parent of BP Oil Supply Company and BP Oil Shipping Company, USA.

7. The State Agencies and Local Governments have filed an action in Superior Court against Golden West, Attransco, BP, and

Brandenburger Marine, Inc., seeking, inter alia, Natural Resources Damages and Response Costs. People of the State of California, et al., v. BP AMERICA, Inc. et al., Orange County Superior Court Case No. 64-63-39.

8. The United States, on behalf of the United States Department of Commerce, the United States Department of the Interior, the United States Navy, the United States Coast Guard, and all interested federal governmental agencies has filed an action in federal district court against the steam tanker AMERICAN TRADER, in rem; Attransco; Golden West; Brandenburger Marine, Inc.; the Assuanceforeninger Gard, the AMERICAN TRADER's liability insurer; and the Trans-Alaska Pipeline Liability Fund, created by the Trans-Alaska Pipeline Authorization Act, 43 U.S.C. §§ 1651, et seq. ("TAPAA"). The United States' action seeks, under the Clean Water Act, 33 U.S.C §§ 1251, et seq. ("Clean Water Act"), TAPAA, and other federal statutory and maritime law, inter alia, Natural Resources Damages and Response Costs. United States v. The Steam Tanker, AMERICAN TRADER et al., United States District Court for the Central District of California Case No. CV 91-3363.

9. The State Agencies and the Local Governments have also filed an action in federal district court against the Trans-Alaska Pipeline Liability Fund under TAPAA for, inter alia, Natural Resources Damages and Response Costs. People of the State of California, et al., v. Trans-Alaska Pipeline Liability Fund, United States District Court for the Central District of California Case No. CV 92-0837.

10. The United States of America, the State Agencies, and the Local Governments (collectively, the "Governments") have proposed certain Restoration projects to Restore Natural Resources injured as a direct result of the Oil Spill. The Governments deem the proposed projects reasonable and necessary measures to Restore these Natural Resources.

11. The Parties desire to avoid the costs and risks of further litigation and believe that resolution of this dispute, without protracted litigation to be in the best interests of the public.

12. To settle all of the pending litigation between the BP Companies and the Governments, the State Agencies, Local Governments, and BP Companies have entered into this Settlement Agreement and the United States and the BP Companies have entered into the Consent Decree.

SETTLEMENT PAYMENT BY BP

13. In consideration of the covenants contained herein, BP shall pay to the Governments the sum of \$3,894,246 (the

"Settlement Amount") in the manner set forth in paragraphs 14, 15, and 16 of this Agreement.

14. Within thirty (30) days of the date of notice to BP that all signatories have executed this Agreement and the Consent Decree (attached as Attachment 2), BP shall pay the Settlement Amount into the BP Settlement Escrow Account as prescribed in paragraph 15 of this Agreement.

**ESTABLISHMENT OF SETTLEMENT ESCROW ACCOUNT AND
SETTLEMENT DISTRIBUTION FUND**

15. BP shall establish or cause to be established an escrow account at a federally-chartered bank (the "BP Settlement Escrow Account") to receive and hold the Settlement Amount and all interest accumulated on the Settlement Amount pending final approval or termination of this Agreement. The BP Settlement Escrow Account shall earn a rate of interest not less than the rate on 90-day Treasury Bills, and all interest earned thereon shall be for the benefit of and paid to the Governments, except that if the Settlement Amount is returned to BP as a result of termination of this Agreement, all interest thereon shall be for the benefit of and paid to BP.

16. Governments shall establish or cause to be established a separate escrow or court registry account (the "BP Settlement Fund") to receive and distribute the Settlement Amount and all interest accumulated on the Settlement Amount. Within fifteen (15) days after Final Approval, BP shall instruct the escrow holder holding the BP Settlement Escrow Account to irrevocably transfer the Settlement Amount plus all accrued interest on the Settlement Amount to the BP Settlement Fund created under this paragraph. After deposit of the Settlement Amount, plus all interest accumulated on this sum, to the BP Settlement Fund, the Governments shall allocate and disburse the Settlement Amount, plus all interest accumulated on this sum, as follows:

(a) The sum of \$2,484,567 plus all interest accumulated on this sum shall be deposited into natural resources damages account and shall be used to Restore bird-related Natural Resources impacted by the Oil Spill. The Governments currently plan to use the funds deposited into the Natural Resources Damages Account as follows:

- (1) For the improvement of the South Jetty at North Island, San Diego, to restore day and night roosting habitat for the Brown Pelican and other marine birds, as more fully described in Attachment 1 ;
- (2) For a multi-year Brown Pelican and marine bird predator control project or projects for

Southern California islands within the national boundaries of the United States, as more fully described in Attachment 1;

(3) For the purchase and installation of structures to serve as artificial islands or other roosts for Brown Pelicans and other marine birds, as more fully described in Attachment 1;

(4) For jetty security projects for Brown Pelicans and other marine birds, as more fully described in Attachment 1;

(b) The sum of \$400,000.00 plus all interest accrued on this sum for a fish hatchery program at Aqua Hedionda Lagoon to rear white seabass for replacement of those impacted by the Oil Spill;

(c) The sum of \$300,000.00 plus all interest accrued on this sum for ocean and coastal pollution mitigation and monitoring projects to be administered by the Southern California Coastal Water Research Project;

(d) The sum of \$79,680 plus all interest accrued on this sum for certain revenue losses incurred by the California Department of Parks and Recreation;

(e) The sum of \$630,000 plus all interest accrued on this sum for certain Response Costs of the State Agencies and Local Governments.

18. The Governments commit to the expenditure of the funds set forth in paragraph 16 (a) and (b) above, for the design, implementation, permitting, and monitoring of Restoration projects. If one or more of the projects listed in paragraph 16 (a) is not carried out for any reason, the Governments currently plan to carry out one or more of the alternate projects described in Attachment 1. Nonetheless, the Governments retain the ultimate authority and responsibility to determine the use of funds received for Natural Resources Damages in accordance with the provisions of the Clean Water Act, other relevant federal or state law, and the regulations governing use of recoveries for Natural Resources Damages. If, in applying the provisions of the Clean Water Act and other applicable federal and state law including the aforementioned regulations, and examining the scientific and engineering objectives of the planned Restoration projects, and taking into account the available funds, the Governments determine to expend funds in a manner different from that described in paragraph 16 (a) or (b) or in Attachment 1, the Governments will provide an explanation of their decision to BP and proceed with other Restoration projects that the Governments

deem to be reasonable and necessary to restore Natural Resources directly impacted by the Oil Spill. Following commencement of the Restoration projects, the Governments shall advise BP, upon reasonable request, regarding the status of the projects.

RELEASES AND COVENANTS NOT TO SUE

18. Effective upon Final Approval and BP's payment of the Settlement Amount in the manner prescribed in paragraph 14, 15, and 16 of this Agreement, the State Agencies and Local Governments release BP from, and covenant not to sue or take any other civil or administrative action against BP for, any and all civil claims (whether of a compensatory, restitutionary, remedial, or punitive nature) that arise from or are based on, the Oil Spill. For the purposes of this paragraph, "BP" includes present and former directors, officers, shareholders, and employees of the BP Companies.

19. Effective upon Final Approval, BP releases each of the State Agencies and Local Governments from, and covenants not to sue or to take any other civil or administrative action against the State Agencies and Local Governments, or any of them, for any and all civil claims that arise from, or are based on, the Oil Spill. For the purposes of this paragraph, "State Agencies and Local Governments" includes present and former employees of the State Agencies and the Local Governments.

20. The Parties recognize that this Agreement is an accord and satisfaction of a contested matter and that neither the payment nor the acceptance of any consideration represents an admission of liability or responsibility on the part of any Party.

21. The State Agencies and Local Governments, and each of them, expressly waive all rights under Section 1542 of the Civil Code of California which provides as follows:

"Section 1542. Certain Claims Not Affected by General Release. A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

DISMISSAL OF ACTIONS AND CLAIMS

22. Not later than fifteen (15) days after both Final Approval and payment of the Settlement Amount in the manner prescribed in paragraph 14, 15, and 16 of this Agreement, the claims arising from the Oil Spill and asserted by the State Agencies and Local Governments against the BP shall be dismissed

with prejudice and without an award of costs or attorney's fees to any Party. The Parties shall enter into, and execute all stipulations of dismissal, with prejudice, in whatever form necessary to implement the provisions of this paragraph.

GOOD FAITH SETTLEMENT

23. The State Agencies and Local Governments agree to support any motions or pleadings that BP might file in state court seeking a determination under section 877.6 of the California Code of Civil Procedure that this settlement was made in good faith.

THIRD PARTY LITIGATION

24. The Parties agree that they will not tender each other to any third party as direct defendants in any action relating to or arising from the Oil Spill pursuant to Rule 14(c) of the Federal Rules of Civil Procedure.

RESERVATION OF RIGHTS

25. Except as expressly stated in this Agreement, each Party reserves against all Non-Settling Parties all rights, claims, or defenses available to it arising from or based upon the Oil Spill. Without limiting the generality of the foregoing, the BP Companies have not compensated the State Agencies and Local Governments for a number of kinds of damages, including without limitation, damages for loss of use of beaches, damage assessment costs, and attorneys fees, and the State Agencies and Local Governments expressly reserve their rights to pursue those claims against Non-Settling Parties. Similarly, this Decree is not intended to prejudice BP's rights to recover from Non-Settling Parties for its losses related to the Oil Spill.

26. Nothing in this Agreement creates, nor shall it be construed as creating, any claim in favor of any person not a party to this Agreement.

27. The covenants not to sue in paragraph 18 of this Agreement shall apply only to matters in said paragraph 18 and shall not apply to claims based on a failure to satisfy the requirements of this Agreement.

28. Nothing in this Agreement shall affect the subrogation rights, if any, of the Trans-Alaska Pipeline Liability Fund against any Non-Party or Party to this Agreement. Neither the existence or non-existence of such subrogation rights shall affect or preclude Final Approval as defined in this Agreement.

NOTICES AND SUBMITTALS

29. Whenever, under the terms of this Agreement, written notice is required to be given by one Party to another, it shall be directed to the individuals and addresses specified below, unless the individuals specified or their successors give notice, in writing, to the other Parties that notice should be directed to a different individual or address.

Notice to the State Agencies:

Sylvia C. Hale
Deputy Attorney General
Office of the California
Attorney General
300 South Spring Street, 5th Floor
Los Angeles, CA 90013

Notice to the Local Governments:

City of Huntington Beach:

James H. Ackerman
Special Counsel
One World Trade Center, Suite 1440
Long Beach, CA 90831-1440

City of Newport Beach:

Robin Flory
Asst. City Attorney
City of Newport Beach
P.O. Box 1768
3300 Newport Blvd.
Newport Beach, CA 92659-1768

County of Orange and Orange County Flood Control District:

Nicholas S. Chrisos
Deputy County Counsel
10 Civil Center Plaza, 4th Floor
Santa Ana, CA 92702

Notice to BP:

General Counsel
BP America, Inc.
200 Public Square
Cleveland, Ohio 44114

ELECTION TO TERMINATE

30. Any Party may elect to terminate this Agreement if, prior to Final Approval, (i) a final judicial determination is made by any court of competent jurisdiction that this Agreement will not be approved in state court as a good faith settlement under Section 877.6 of the California Code of Civil Procedure or, (ii) a final judicial determination is made by any such court that Claims Against BP for Contribution asserted or assertable in state court are not barred by this settlement, or (iii) the United States District Court for the Central District of California makes a final determination that the Consent Decree will not be entered as an order of the Court. A Party electing to terminate must do so within fifteen (15) days after the judicial determination specified in the preceding sentence and shall immediately notify the other Parties (and the parties to the Consent Decree) of such election in writing by hand delivery, facsimile, or overnight mail. Termination of this Agreement by one Party shall effect termination as to all Parties. For purposes of this paragraph, "termination" and "terminate" shall mean the cessation, as of the date of notice of such termination, of any and all rights, obligations, releases, and covenants under this Agreement.

REPRESENTATIVES

31. Each undersigned representative of a Party certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Party to this Agreement. The State Agencies, who are parties to this Agreement, represent that they are the sole State agencies authorized to make claims for Natural Resources Damages caused by the Oil Spill, and the Local Governments who are Parties to this Agreement represent that they are the proper and authorized parties to bring this action.

INTEGRATION CLAUSE

32. This document (including its attachments) encompasses the entire agreement of the Parties with respect to the subject matter hereof and totally supersedes all prior agreements or understandings, whether oral or in writing.

MODIFICATION

33. Minor modifications not materially altering this Agreement may be effected by the written agreement of the Parties. No other modifications of this Agreement may be made unless the Parties agree in writing to the modification and the Superior Court approves of the requested modification. Nothing in this paragraph shall be deemed to limit the Court's power to supervise or modify this Agreement.

SIGNATURES:

CALIFORNIA DEPARTMENT OF FISH AND GAME

P. Bontadelli

7 April 1994

By:

P. Bontadelli

Date:

25 Feb, 1994

Pete Bontadelli, Administrator
Office of Oil Spill Prevention
and Response
Department of Fish and Game

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

By: Donald W. Murphy
Donald W. Murphy, Director
Department of Parks and Recreation

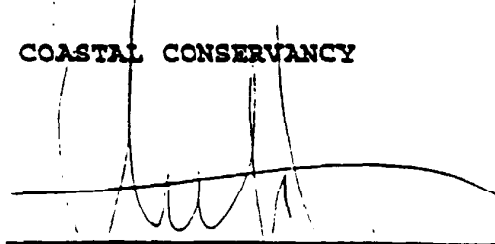
Date: 2/25/94

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, SANTA ANA REGION

By: *G. J. Thibeault* Date: *3/1/94*
Gerald J. Thibeault
Executive Officer
Regional Water Quality Control
Board, Santa Ana Region

STATE COASTAL CONSERVANCY

By:



~~Peter Grenell~~
Executive Officer
State Coastal Conservancy

Michael L. Fiszler

Date:

3/21/84

STATE LANDS COMMISSION

By: Charles Warren
Charles Warren
Executive Officer
State Lands Commission

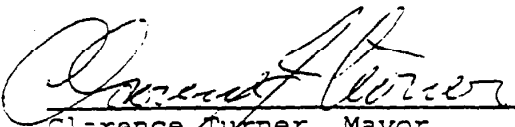
Date: April 6, 1994

CITY OF HUNTINGTON BEACH

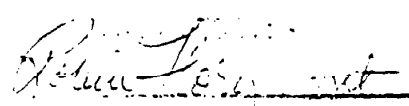
By: James H. Ackerman
Jim Ackerman, Special Counsel
City of Huntington Beach

Date: May 2, 1984

BP SETTLEMENT AGREEMENT
CITY OF NEWPORT BEACH

By 
Clarence Turner, Mayor
City of Newport Beach

Date: 4-11-94



COUNTY OF ORANGE and ORANGE COUNTY FLOOD CONTROL DISTRICT


DATED: April 2, 1994

TERRY C. ANDRUS, COUNTY COUNSEL
and NICHOLAS S. CHRISOS, DEPUTY

By Nicholas S. Chrisos, Deputy

Attorneys for County of Orange

THE BP COMPANIES

By:  Date: 2/11/14
Roger Gale
BP America, Inc.
BP Oil Supply Company
BP Oil Shipping Company USA

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The Governments currently plan to carry out the following four Restoration projects:

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Pelicans require open, disturbance-free roosting sites where they can rest and preen between foraging forays and during the night.

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To create sufficient roost capacity for pelicans and other birds, the governments plan to repair and build up three, 100-meter long sections of the jetty at the three outermost lighted markers on the jetty (stations 68+50, 54, and 40). These three built-up sections will provide sufficient roosting capacity at high tides for the numbers of pelicans that have tried to use the jetty as a roost. The outer stations will be built up to minimize the chance that humans or predators will reach the built-up areas from shore.

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The following areas have been selected for jetty security projects: (1) Oceanside Harbor Jetty, (2) Dana Point Harbor Jetty, (3) King Harbor Jetty, (4) Marina del Rey Breakwater, (5) Channel Islands Harbor Breakwater, and (6) Ventura Harbor Breakwater.

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The elimination of introduced predators such as rats is one of the most effective restoration measures for enhancing seabird habitat. Early in this century, European rats were introduced to Anacapa Island and quickly became well established in the absence of rat predators such as raccoons, skunks, or foxes. There is evidence of rat predation on Brown Pelican eggs and the rats have probably eliminated other bird species. There is also evidence of rat activity on smaller San Clemente and Santa Catalina Islands in the Southern California Bight. The governments plan to control introduced predators on Anacapa, San Clemente, and Santa Catalina Islands with an intensive trapping program.

Alternative Projects

If one or more of the above projects becomes infeasible or impracticable, the Governments currently plan to carry out one or more of the following projects:

V. Moss Landing Wildlife Salt Ponds

The Moss Landing Wildlife Area by the Elkhorn Slough in Monterey County is owned and managed by the California Department of Fish and Game. The western-most portion of the property near the mouth of the slough was once covered by large numbers of abandoned salt evaporation ponds. This artificial habitat served as a night roost for very large numbers of brown pelicans. Recently, however, as the salt pond levee system deteriorated and as the ponds drained, the pelicans abandoned the roost.

The California Department of Fish and Game has constructed artificial habitat where some of the salt ponds were located. This habitat includes a pond with an island to serve as a pelican night roost. The governments propose to fence the pelican habitat area in the Moss Landing Wildlife Area to keep red foxes out of the habitat and to reduce the disturbances caused by people.

VI. Elkhorn Slough National Estuarine Research Reserve

Pelicans have attempted to roost at an island in the Elkhorn Slough National Estuarine Research Reserve. The island is, however, experiencing tidal erosion and is close enough to shore to make incursions from predators possible. The governments propose to improve the island habitat by creating a wider and deeper channel between the island and the mainland, increase the surface area of the island, and stabilize the island against tidal erosion.

VII. Acquisition of Wetland Habitat

The acquisition or restoration of wetland habitat would assist in the restoration, replacement, or acquisition of the equivalent of the natural resources damaged by the Oil Spill by restoring or replacing damaged wetland habitat, providing habitat for black skimmers killed by the spill, and providing habitat for other birds. Shoreline wetlands provide important habitat for a variety of marine life and roosting habitat for brown pelicans and other birds. The governments plan to acquire and/or restore former wetland acreage to expand existing reserves.