



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
South Coast Region  
3883 Ruffin Road  
San Diego, CA 92123  
(858) 467-4201  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

**GAVIN NEWSOM, Governor**  
**CHARLTON H. BONHAM, Director**



January 19, 2022

Kevin Harbison  
Maison's Palmdale 170, LP  
211 Village Commons, Suite 11  
Camarillo, CA 93012  
[Kevin@ravelloholdings.com](mailto:Kevin@ravelloholdings.com)

**Subject: Incidental Take Permit Application for TTM 73068 Development Project  
(ITP #2081-2021-070-05)**

Dear Mr. Harbison:

Enclosed you will find two originals of the incidental take permit for the above referenced Project, which have been signed by the Department. Please read the permit carefully, sign the acknowledgement on both copies of the permit, and return one original **no later than 30 days from Department signature**, and prior to initiation of ground-disturbing activities. You may return a hard copy of the permit via mail to:

Department of Fish and Wildlife  
Habitat Conservation Planning Branch, CESA Permitting  
Post Office Box 944209  
Sacramento, CA 94244-2090

Alternatively, you may return an electronic copy of the permit with scanned hardcopy signature or digital signature to [CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov). Digital signatures shall comply with Government Code section 16.5.

You are advised to keep the other original signature permit in a secure location and distribute copies to appropriate project staff responsible for ensuring compliance with the conditions of approval of the permit. Note that you are required to comply with certain conditions of approval prior to initiation of ground-disturbing activities. Additionally, a copy of the permit must be maintained at the project work site and made available for inspection by Department staff when requested.

The permit will not take effect until the signed acknowledgement is received by the Department. If you wish to discuss these instructions or have questions regarding the permit, please contact Thompson Banez, Environmental Scientist, at [Thompson.Banez@wildlife.ca.gov](mailto:Thompson.Banez@wildlife.ca.gov).

Sincerely,

DocuSigned by:

*Ed Pert*

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Edmund Pert  
Regional Manager  
South Coast Region

*Conserving California's Wildlife Since 1870*

Kevin Harbison  
Maison's Palmdale 170, LP  
January 19, 2022  
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cc: CDFW  
Erinn Wilson-Olgin, Los Alamitos – [Erinn.Wilson-Olgin@wildlife.ca.gov](mailto:Erinn.Wilson-Olgin@wildlife.ca.gov)  
Victoria Tang, Los Alamitos – [Victoria.Tang@wildlife.ca.gov](mailto:Victoria.Tang@wildlife.ca.gov)  
Julisa Portugal, Los Alamitos – [Julisa.Portugal@wildlife.ca.gov](mailto:Julisa.Portugal@wildlife.ca.gov)  
Madeleine Wieland, Sacramento – [Madeleine.Wieland@wildlife.ca.gov](mailto:Madeleine.Wieland@wildlife.ca.gov)  
Wildlife CESA – [CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov)

Maison's Palmdale 170, LP  
Kevin Harbison – [Kevin@ravelloholdings.com](mailto:Kevin@ravelloholdings.com)

Rincon Consultants, Inc.  
Craig Lawrence – [CLawrence@rinconconsultants.com](mailto:CLawrence@rinconconsultants.com)

**Notice of Determination****- 1 -****To:**

☒ Office of Planning and Research  
 For U.S. Mail:  
 P.O. Box 3044  
 Sacramento, CA 95812-3044

*Street Address:*

1400 Tenth Street  
 Sacramento, CA 95814

**From:**

California Department of Fish and Wildlife (CDFW)  
 South Coast Region  
 4665 Lampson Ave, Suite C  
 Los Alamitos, CA 90720  
 Contact: Julisa Portugal  
 Phone: (562) 330-7563

Lead Agency  
 City of Palmdale  
 Planning Division  
 Contact: Megan Taggart  
 Phone: (661) 267-5213

**SUBJECT: *Filing of Notice of Determination pursuant to Public Resources Code § 21108***

State Clearinghouse Number: N/A

Project Title: TTM 73068 Development Project (California Endangered Species Act Incidental Take Permit No. 2081-2021-070-05 (ITP))

Project Location (include county): TTM 73068 Development Project (Project) is located approximately 4.7 miles east of the intersection of East Palmdale Boulevard and Sierra Highway, City of Palmdale, Los Angeles County. The Project encompasses approximately 24.02 acres located on Assessor Parcel Number 3023-002-016.

Project Description: The Project includes the development of 168 new single family housing units with community amenities on 21.15 acres of the 24.02-acre Project Area. In addition, infrastructure improvements will be constructed and installed throughout the 21.15 acres. Site preparation will include removing vegetation; grading the entire site; placing fill; and establishing staging areas and construction site entrances. Full build-out of the Project will include 168 residential apartment units; community amenities; internal water and sewage system; internal gates/walls; improvements to existing roads; and internal access roads. The Project includes the permanent protection and perpetual management of compensatory habitat.

This is to advise that CDFW, acting as [☐ the lead agency / ☒ a responsible agency] approved the above-described project on \_\_\_\_\_ and made the following determinations regarding the above described project:

1. The project [☐ will / ☒ will not] have a significant effect on the environment (This determination is limited to effects within CDFW's permitting jurisdiction as a responsible agency).
  2. [☐ An environmental impact report / ☒ A mitigated negative declaration] was prepared by the lead agency for the original project.
  3. Additional mitigation measures [☒ were / ☐ were not] made a condition of CDFW's approval of the project.
  4. A mitigation reporting or monitoring plan [☒ was / ☐ was not] adopted by CDFW for this project.
  5. A Statement of Overriding Considerations [☐ was / ☒ was not] adopted by CDFW for this project.
  6. Findings [☐ were / ☒ were not] made by CDFW pursuant to Public Resources Code § 21081(a). CDFW did, however, adopt findings to document its compliance with CEQA.
  7. Compliance with the environmental filing fee requirement at Fish and Game Code § 711.4 (check one):  
☐ Payment is submitted with this notice.  
☒ A copy of a receipt showing prior payment was submitted to CDFW.
- ☒ Responsible Agency statement: The Mitigated Negative Declaration prepared by the lead agency for the Project is available to the general public at the office location listed above for the lead agency. CDFW's administrative record of proceedings related to the incidental take permit is available to the public for review at CDFW's regional office.

DocuSigned by:

*Ed Pert*

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1/19/2022

SignatureEdmund Pert, Regional ManagerDate:

Date Received for filing at OPR: \_\_\_\_\_



California Department of Fish and Wildlife  
South Coast Region 5  
3883 RUFFIN ROAD  
SAN DIEGO, CA 92123

California Endangered Species Act  
Incidental Take Permit No. 2081-2021-070-05

**TENTATIVE TRACT MAP 73068 DEVELOPMENT PROJECT**

**Authority:**

This California Endangered Species Act (CESA) incidental take permit (ITP) is issued by the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, Title 14, section 783.0 et seq. CESA prohibits the take<sup>1</sup> of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.<sup>2</sup> CDFW may authorize the take of any such species by permit if the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c) are met. (See Cal. Code Regs., tit. 14, § 783.4).

<b>Permittee:</b>	<b>Maison's Palmdale 170, LP</b>
<b>Principal Officer:</b>	<b>Kevin Harbison</b>
<b>Contact Person:</b>	<b>Kevin Harbison, (310) 926-6363</b>
<b>Mailing Address:</b>	<b>211 Village Commons, Suite 11 Camarillo, California 93012</b>

**Effective Date and Expiration Date of this ITP:**

This ITP shall be executed in duplicate original form and shall become effective once a duplicate original is acknowledged by signature of the Permittee on the last page of this ITP and returned to CDFW's Habitat Conservation Planning Branch at the address listed in the Notices section of this ITP. Unless renewed by CDFW, this ITP's authorization to take the Covered Species shall expire on **December 31, 2024**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 6.7 of this ITP.

<sup>1</sup>Pursuant to Fish and Game Code section 86, "'take' means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." (See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 [for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), "'take' ... means to catch, capture or kill".])

<sup>2</sup>The definition of an endangered, threatened, and candidate species for purposes of CESA are found in Fish and Game Code sections 2062, 2067, and 2068, respectively.

## Project Location:

The Tentative Tract Map (TTM) 73068 Development Project (Project) is located within the City of Palmdale, Los Angeles County. The Project is located approximately 4.7 miles east of the intersection of Palmdale Boulevard and Sierra Highway. The Project Area is approximately 24.02 acres, located on Assessor's Parcel Number 3023-002-016; bounded by Palmdale Boulevard to the north, residential development to the east and south, and an undeveloped vacant lot to the west (See Figure 1). The Project Area lies within the Palmdale, California U.S. Geological Survey 7.5-minute topographic quadrangle at latitude  $34.577947^{\circ}$  N and longitude  $-118.034886^{\circ}$  W; Township 6 North, Range 11 West, Section 27.

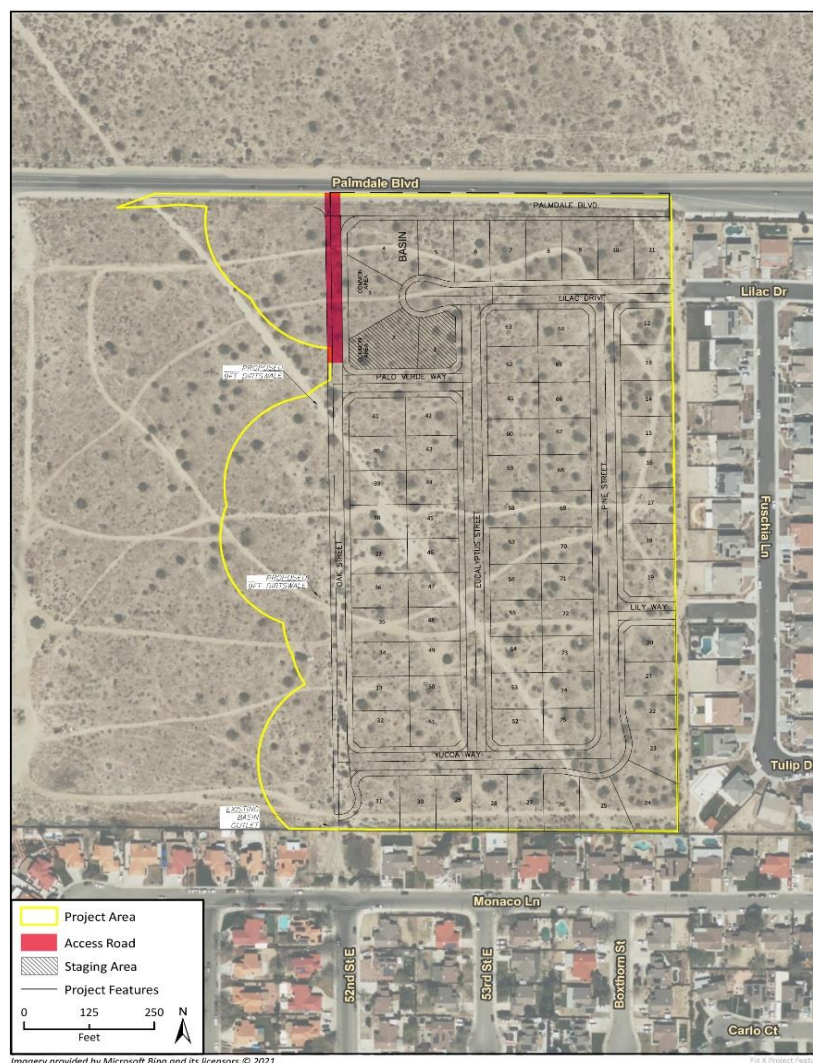


Figure 1. Project Area and Development Layout

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**TTM 73068 DEVELOPMENT PROJECT**

**Project Description:**

The Project will include the development of 168 new single family housing units with community amenities on 21.15 acres (development area) of the 24.02-acre Project Area. In addition, infrastructure improvements will need to be constructed and installed throughout 21.15 acres of the Project Area. (See Figure 1).

**Site Preparation**

Prior to construction activities, clearing, brushing, and grubbing of vegetation and trees will occur throughout the development area (See Figure 1). Following vegetation removal, the development area will be graded. Concrete will be laid down to set the foundation for housing units, buildings, and roads. A concrete washout will be set up north of Palo Verde Way in the northwest corner of the development area during construction to wash and remove excess concrete from materials and equipment. An approximately 0.52-acre construction staging area will be located in the northwest corner of the development area within development lots 1 and 2 (See Figure 1). Access to the staging area will be provided by the existing road, Palmdale Boulevard via Oak Street or Palo Verde Way. The staging area will provide space to store materials, vehicles, waste, and for parking. Standard construction equipment for residential development will be utilized. Grading equipment will consist of scrapers, dozers, backhoes, excavators, dump trucks, and water trucks. Equipment to install wet and dry utilities will include front end loaders, excavators, and backhoes. Street equipment will consist of a curb and gutter machine, an asphalt machine, and a skip loader. Materials will be delivered by back dumps or belly dumps.

**Construction and Installation*****Housing Units***

The Project will construct 168 new single-family housing units. The housing units will be built as detached structures and will feature single-story units with one, two, or three bedrooms. In addition, certain housing units will have accessory dwelling units and/or junior accessory dwelling units. Within each lot, the primary housing unit and accessory dwelling unit will be separated via a 6-foot vinyl fence and 42-inch vinyl fence. The entire residential development will be enclosed by a 6-foot decorative block wall except where existing and newly constructed streets will occur.

***Community Amenities***

In addition to the housing units, community amenities will be constructed in the northwest corner of the development area at the cul de sac of Lilac Drive. Indoor community amenities that will be constructed include a community building with a tenant lounge, office spaces, and a fitness center. Outdoor amenities that will be constructed include a pool, spa, grill area, pocket community park, and a parking lot. All amenities (e.g., pool, fitness center) will be separated from the detention basin by a 6-foot decorative block wall. The pocket community park will be located north of Palo Verde Way and will feature benches, picnic tables, a grill area, and a tot lot. Signage for the community park will be installed near the intersection of

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Palo Verde Way and Oak Street. A 4-foot steel fence will be installed along Oak Street, Palo Verde Way, and the parking lot to enclose the community park. A parking lot will also be constructed north of Palo Verde Way and adjacent to the community park. The parking lot will consist of six parking spaces. Access to the parking lot will be provided by Lilac Drive and Palo Verde Way.

### *Circulation*

The Project will construct Palo Verde Way, Eucalyptus Street, Pine Street, Yucca Way, and Oak Street throughout the development area. All streets will be 60 feet wide except for Oak Street. Oak Street will be 64 feet wide north of Palo Verde Way and 60 feet wide south of Palo Verde Way. The width of each street will account for the road, sidewalks, curbs, and gutters. Curb ramps, appropriate street signage, fire hydrants, and streetlights will also be installed for each street.

Lilac Drive and Lily Way are two existing streets that were developed with the residential development east of the Project Area. These two existing streets will be extended into the development area. Lilac Drive will run in an east west direction along the entire northern portion of the development area. Lilac Drive will end in a cul de sac formation on the northwestern corner of the development area. Lily Way will be extended to intersect with the newly constructed Pine Street.

Oak Street will be constructed along the western boundary between the development area and the adjacent vacant lot. Oak Street will intersect with Palmdale Boulevard, Palo Verde Way, and Yucca Way. In addition, a 9-foot-wide dirt swale will also be constructed along the western side of Oak Street. Water from the existing basin outlet located in the southwest corner Project Area will be channeled and released into a natural water course south of Palo Verde Way (see Figure 1).

Yucca Way will be located in the southern portion of the development area and will intersect with Oak Street, Eucalyptus Street, and Pine Street. Palo Verde Way will be located south of the community amenities and will intersect with Oak Street and Eucalyptus Street. Eucalyptus Street and Pine Street will run parallel to each other in a north south direction throughout the development area. Eucalyptus Street will intersect with Palo Verde Way and Lilac Drive in the north and Yucca Way in the south. Pine Street will intersect with Lilac Drive in the north, Lily Way, and Yucca Way in the south.

Improvements to Palmdale Boulevard will include tapering, removing existing asphalt concrete pavement, placing new asphalt concrete pavement, and installing appropriate traffic signage. The construction of sidewalks, curbs, gutters, and a Parkway drain will also occur. Along the side of the development area, streetlights, curb ramps, and a fire hydrant will also be installed. A standard proto II wall will be constructed along Palmdale Boulevard.

### *Storm Drains, Catch Basins, and Detention Basin*

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A detention basin will be developed in the top northwest corner of the development area, south of Palmdale Boulevard, and east of Oak Street. The detention basin will be separated from community amenities and housing units by a retaining wall with a 6-foot proto II wall on top of the retaining wall. A 6-foot tubular steel fence and gate will be installed to enclose the portion of the detention basin that abuts Palmdale Boulevard and Oak Street. Within the detention basin, two concrete headwalls and one inlet structure will be constructed. In addition, rip rap, polyvinyl chloride (PVC) pipes, and a Barnes pump will be installed within the detention basin.

Three storm drain lines (Line A, Line B, and Line C) and two catch basins will be installed within the development area. The installed storm drain lines will collect water from the residential development, roads, and other paved surfaces. The collected water will flow through the pipes and into the catch basins. Each storm drain line will be constructed with a 24-inch reinforced concrete pipe. One catch basin will be constructed at the cul de sac of Lilac Drive, and the second catch basin will be constructed at Oak Street. The pipe for Line A will start from the concrete headwall within the detention basin and end where the catch basin will be located at the end of the cul de sac of Lilac Drive. The pipe for Line B will begin at the Barnes pump and end at the inlet structure within the detention basin. The Barnes pump will be located within the detention basin and connect to the Parkway drain via PVC pipes. The pipe for Line C will begin at the second headwall within the detention basin and end where the catch basin will be located on Oak Street. In addition to the basins and storm drain lines, water and sewer lines will be installed throughout the development area per the City of Palmdale approved sewer plan and water plan.

#### Project Schedule

The Project is anticipated to commence February 2022 and last approximately 18 months.

#### **Covered Species Subject to Take Authorization Provided by this ITP:**

This ITP covers the following species:

<b>Name</b>	<b>CESA Status</b>
Western Joshua Tree ( <i>Yucca brevifolia</i> )	Candidate <sup>3</sup>

This species and only this species is the “Covered Species” for the purposes of this ITP.

#### **Impacts of the Taking on Covered Species:**

Project activities and their resulting impacts are expected to result in the incidental take of

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<sup>3</sup>The species status may change following the decision of the Fish and Game Commission to designate the species as threatened or endangered but if there is such a designation, the species will remain a Covered Species. See 2020 Cal. Reg. Notice Register, No. 41-Z, pp.1349 (October 9,2020).



individuals of the Covered Species (See Figure 2). The activities described above are expected to result in incidental take of individuals of the Covered Species include removal of individual and roots; vegetation clearing; grading; compacting dirt and pouring concrete foundations; operation of vehicles and heavy equipment; construction of infrastructure; infrastructure improvements; and construction of housing units. Maintenance and management (startup, interim, and long term) of habitat management lands may result in potential take of individuals of the Covered Species (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality ("kill") may occur as a result of Covered Activities such as grading, staging areas, removal of mature and emergent individuals, eliminating habitat, crushing and/or burying living seeds in the soil, rendering living seeds inviable and/or causing them to be killed. Incidental take of individuals of the Covered Species may also occur from the Covered Activities such as:

- 1) Increasing likelihood of mortality or vulnerability to competition or disease, or reducing fecundity by:
  - a. encroaching onto or disturbing the root zone;
  - b. reducing photosynthesis and evapotranspiration efficiency as a result of Project-related fugitive dust coating individuals of the Covered Species;
  - c. introducing and facilitating spread of invasive plants resulting in competition and increased fire risk; and,
  - d. changing habitat supporting individuals of the Covered Species, including vegetation characteristics, soil characteristics, and microclimate (temperature, humidity); and,
- 2) Reducing number of individuals of the Covered Species recruited from seed by:
  - a. changing conditions necessary to support the mutualistic relationship between the Covered Species and its obligate pollinator; and,
  - b. altering seed dispersal mechanisms.

Authorized take of the Covered Species is expected within the 21.15-acre development area and 2.02 acres of the adjacent undeveloped lot (See Figure 2). Within the development area, there are 54 mature individuals and 41 seedling or juvenile individuals, for a total of 95 individuals of the Covered Species. The Project is expected to take all 95 Covered Species individuals due to clearing and grading activities in the development area. The Project will result in 22.32 acres of direct impacts to Covered Species individuals, their seedbank, and 0.85 acres of indirect impacts to individuals and seedbank on the adjacent property.

Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include increased competition from non-native invasive impacts; increased fire risk; increased vulnerability to disease; stress resulting from vibrations from grading; and reduction in seed bank.

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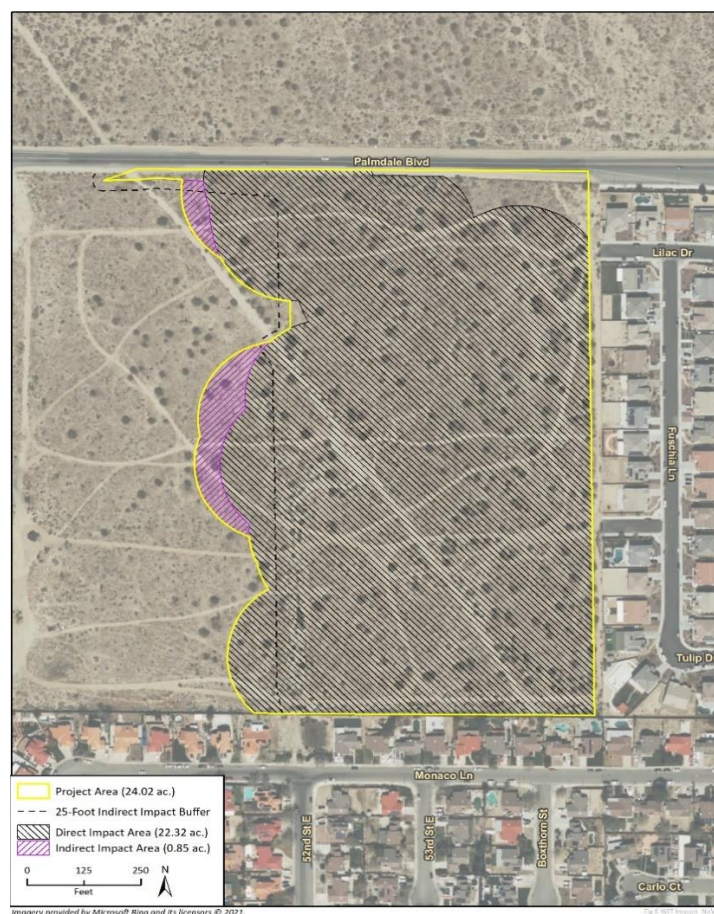


Figure 2. Project Impacts on Covered Species

### Incidental Take Authorization of Covered Species:

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species.

### Conditions of Approval:

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for vehicular ingress and egress, staging and parking, and noise and vibration generating activities that may/will cause take. CDFW's issuance of this ITP and Permittee's authorization to take the Covered Species are subject to Permittee's compliance with and implementation of the following Conditions of Approval:

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1. **Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
2. **CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Mitigated Negative Declaration adopted by the City of Palmdale on January 14, 2016, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.). The City of Palmdale adopted an Addendum on January 13, 2022. The Addendum includes the presence of western Joshua trees as a candidate species, defined by Section 2068 of the Fish and Game Code, and is fully protected under CESA effective October 9, 2020.
3. **LSA Agreement Compliance:** Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration Agreement (LSAA) (EPIMS LAN-23730) for the Project executed by CDFW pursuant to Fish and Game Code section 1600 et seq.
4. **ITP Time Frame Compliance:** Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.
5. **General Provisions:**
  - 5.1. Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
  - 5.2. Designated Botanist. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Botanist) at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Botanist is knowledgeable and experienced in the biology, natural history, collecting, and handling of the Covered Species. The Designated Botanist shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Botanist in writing before starting Covered Activities and shall also obtain approval in advance in writing if the Designated Botanist must be changed.

- 5.3. Designated Botanist Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Botanist shall have authority to immediately stop any activity that does not comply with this ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species.
- 5.4. Education Program.** Permittee shall conduct an education program (Worker Environmental Awareness Program – WEAP) for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Botanist that includes a discussion of the biology of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall include information about stopping the introduction and/or spread of non-native invasive plants. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.
- 5.5. Construction Monitoring Notebook.** The Designated Botanist shall maintain a construction-monitoring notebook on-site throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring notebook is available for review at the Project Area upon request by CDFW.
- 5.6. Trash Abatement.** Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 5.7. Dust Control.** Permittee shall implement dust control measures during Covered Activities to minimize construction-related fugitive dust. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 5.8. Erosion Control Materials.** Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament

netting (erosion control matting) or similar material, in potential Covered Species' habitat.

- 5.9. Delineation of Property Boundaries.** Before starting Covered Activities, Permittee, in consultation with the Designated Botanist, shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.
- 5.10. Delineation of Habitat.** Permittee, in consultation with the Designated Botanist, shall clearly delineate individuals of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 5.11. Project Access.** Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 5.12. Staging Areas.** Permittee shall confine all Project-related parking, storage areas, laydown sites, and equipment storage to the staging area defined in the Project Description as shown in Figure 2. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 5.11 of this ITP.
- 5.13. Hazardous Waste.** Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 5.14. CDFW Access.** Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 5.15. Refuse Removal.** Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction

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refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

## **6. Monitoring, Notification and Reporting Provisions:**

- 6.1. Notification Before Commencement.** The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.
- 6.2. Notification of Non-compliance.** The Designated Representative shall immediately notify CDFW in writing if it determines that the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall report any non-compliance with this ITP to CDFW within 24 hours.
- 6.3. Compliance Monitoring.** The Designated Botanist shall be on-site daily until all Covered Species and seed bank have been removed from the development area and the Avoidance and Protection Plan described in Condition of Approval 7.1 has been implemented. The Designated Biologist shall conduct compliance inspections to (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of this ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative or Designated Botanist shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP. The Designated Botanist shall conduct compliance inspections during site preparation, grading activities, construction activities, and periods of inactivity.
- 6.4. Monthly Compliance Report.** The Designated Representative or Designated Botanist shall compile the observation and inspection records identified in Condition of Approval 6.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted on the tenth day of each month following the notice of start of construction to the end of Project activities. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Thompson Banez ([Thompson.Banez@wildlife.ca.gov](mailto:Thompson.Banez@wildlife.ca.gov)) and Headquarters CESA Program email is [CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov). CDFW may at any

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time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.

- 6.5. Annual Status Report.** Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 6.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.
- 6.6. CNDDDB Observations.** The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.
- 6.7. Final Mitigation Report.** No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Botanist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.
- 6.8. Notification of Take or Damage.** Permittee shall immediately notify the Designated Botanist if an individual or individuals of the Covered Species is taken or damaged by a Project-related activity beyond the taking authorized by this ITP. Likewise, the



Permittee shall immediately notify the Designated Botanist if a Covered Species is otherwise founded or damaged within the vicinity of the Project. The Designated Botanist or Designated Representative shall provide initial notification to CDFW by email to [Thompson.Banez@wildlife.ca.gov](mailto:Thompson.Banez@wildlife.ca.gov) and Headquarters CESA Program ([CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov)). The initial notification to CDFW shall include information regarding the location, species, and number of individuals taken or damaged and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of taken or damaged individual(s), and if possible, provide a photograph, explanation as to cause of take or damage, and any other pertinent information.

**7. Take Minimization Measures:** The following requirements are intended to ensure the minimization of incidental take of Covered Species in the Project Area during Covered Activities. Permittee shall implement and adhere to the following conditions to minimize take of Covered Species:

**7.1. Avoidance and Protection Plan.** Permittee shall protect all individuals of the Covered Species outside of the development area that will not be removed from the Project Area. Permittee, in consultation with the Designated Botanist, shall submit to CDFW for its review and approval an Avoidance and Protection Plan before starting Covered Activities. Permittee shall also resolve all CDFW comments and concerns regarding its Avoidance and Protection Plan before starting Covered Activities. The Avoidance and Protection Plan shall clearly show which individuals of the Covered Species shall be avoided and protected. Permittee shall notify CDFW via email documenting that the actions described in the Avoidance and Protection Plan have been implemented at least 14 days before starting Covered Activities that may impact individuals to be preserved. Where individuals of the Covered Species are not from Covered Activities by fencing, flagging, or stakes delineating the property boundary and habitat as identified in General Provisions 5.9 and 5.10. Permittee shall use temporary signs, stakes, fencing, and other demarcations to avoid impacts on those individuals and the exclusion zone (collectively, protected area) for the duration of the Project. Permittee shall maintain and/or replace those temporary protection measures as needed during construction. After construction is complete, Permittee may only remove those temporary protective materials after consulting and receiving written approval from CDFW that temporary protective materials may be removed.

**7.2. Integrated Pest Management Plan.** Permittee shall submit to CDFW for its review and approval an Integrated Pest Management Plan (IPM Plan) before starting Covered Activities. Permittee shall also resolve all CDFW comments and concerns regarding IPM Plan before starting Covered Activities. The IPM Plan shall include measures to ensure that novel non-native invasive weed species and Argentine Ants (collectively, pests) are not introduced into the Project Area or

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proliferate as a result of Covered Activities, which shall include activities during the operation and maintenance phase. The IPM Plan shall address pests that include, but are not limited to, those species within and surrounding the Project Area; those posing a threat to the Covered Species and desert plant communities; and those in the California Invasive Plant Council Invasive Plant Inventory (CallIPC Inventory). The IPM Plan shall address sources of pest introduction and establishment; measures to minimize the potential for pests to enter and/or proliferate in the Project Area; identification/Early Detection Rapid Response; methods to eradicate weeds prior to seed set; and Best Management Practices to avoid and minimize adverse effects of control methods on the natural environment. Permittee shall not use pesticides and herbicides. If pesticides and herbicides must be used, Permittee shall consult with CDFW and obtain written approval from CDFW before using any pesticides and/or herbicides. Rodenticides shall not be used in the Project Area at any time. Permittee shall provide a summary of IPM activities in the ASR when those activities occur. Documentation shall include pest species controlled, growth state (e.g., vegetative, flowering, seed), a map of the infestation(s), methods used to eradicate pests, identification of the source, and methods to prevent new infestation and introduction of the pest species detected.

**7.3. Cut Vegetation.** Vegetation removed in the Project Area shall only be distributed off-site. Vegetation removed in the Project Area shall not be placed in the adjacent vacant lot and protected areas identified in Condition of Approval 7.1.

**7.4. Excavation.** No excavation activities shall take place during a storm event as soils around the root zone of individuals of the Covered Species may be more susceptible to erosion. Work shall only occur during periods of dry weather (with less than a 40 percent chance of rain). No work shall occur during a precipitation event. Within at least 12 hours prior to the onset of precipitation, excavation shall cease, all associated erosion control measures shall be in place, and all motorized equipment and fueling materials shall be removed from areas where runoff from these items can be reasonably foreseen to come into contact with Covered Species. Excavating halted due to precipitation may resume when precipitation ceases and after a dry-out period of 48 hours for rain events. Permittee shall monitor the National Weather Service 72-hour forecast for the Project Area. Weather forecasts shall be documented and provided upon request by CDFW. Excavation spoils and materials shall be placed away from the protected areas identified in Condition of Approval 7.1.

**7.5. Concrete Wash Out.** When pouring or working with wet concrete and washing materials/equipment that came in contact with the concrete, the Designated Botanist shall ensure the concrete is contained locally in the wash out and does not contaminate soils within 10 feet of protected areas and/or enter protected areas identified in Condition of Approval 7.1.

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**7.6. Designated Areas for Stockpiling Materials.** Permittee shall ensure that fill brought into the Project Area is placed only in designated staging areas (See Figure 2) to avoid impacts on the Covered Species.

**7.7. Check Equipment for Leaks.** Permittee shall ensure that construction equipment and vehicles operated in the Project Area are checked and maintained daily to prevent leaks of fuel, lubricants, solvents or other fluids that could contaminate soils within 10 feet of protected areas and/or enter protected areas identified in Condition of Approval 7.1.

**7.8. Hazardous Substances.** Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances resulting from Covered Activities, shall be prevented from contaminating soils within 10 feet of protected areas protected areas and/or entering protected areas identified in Condition of Approval 7.1. Any of these materials, placed within or where they may impact individuals of the Covered Species, by any party working under the Permittee, or with the permission of Permittee, shall be removed immediately.

**7.9. Fire.** To avoid impacts on the Covered Species as a result of fire, workers conducting activities with the potential to inadvertently cause a fire (e.g., excavating) shall be equipped with an appropriate level of fire prevention and suppression equipment, such as fire extinguishers, backpack pumps filled with water, shovels, welding tents, shields, and/or fire-resistant mats.

**8. Habitat Management Land Acquisition:** CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result with implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation.

Mitigation was calculated using the following impacts (See Impacts on Covered Species, Figure 3):

- Take of 95 individuals of the Covered Species;
- Direct impact to 22.32 acres of habitat supporting individuals and seedbank of the Covered Species; and,
- Indirect impact of 0.85 acre of habitat supporting individuals and seedbank of the Covered Species.

To meet this requirement, the Permittee shall either purchase 56.65 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to

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Condition of Approval 8.2 OR shall provide for both the permanent protection and management of 56.65 acres of Habitat Management (HM) lands pursuant to Condition of Approval 8.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 8.4 below. Purchase of Covered Species credits OR permanent protection and funding for perpetual management of HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 9 below for all uncompleted obligations.

**8.1. Cost Estimates.** For the purposes of determining the Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to complete acquisition, protection, and perpetual management of the HM lands as follows:

- 8.1.1. Land acquisition costs for HM lands identified in Condition of Approval 8.3 below, estimated at \$11,000/acre for 56.65 acres: **\$623,150.00**. Land acquisitions costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements;
- 8.1.2. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 8.3.6 below, estimated at \$ 3,177.41/acre for 56.65 acres: **\$180,000.00**
- 8.1.3. Interim management period funding as described in Condition of Approval 8.3.7 below, estimated at \$3,795.23/acre for 56.65 acres: **\$215,000.00**.
- 8.1.4. Long-term management funding as described in Condition of Approval 8.4 below, estimated at \$26,884.38/acre for 56.65 acres: **\$1,523,000.00**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.
- 8.1.5. Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 8.5, estimated at **\$15,000**.

**8.2. Covered Species Credits.** If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase **56.65 acres** of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than **18 months** from the issuance of this ITP if Security is provided pursuant to Condition of Approval 9 below. Prior to purchase of Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittee shall submit to CDFW a copy of the Bill of Sale(s)

and Payment Receipt prior to initiating Covered Activities or within 18 months from issuance of this ITP if Security is provided.

**8.3. Habitat Management Lands Acquisition and Protection.** If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall:

- 8.3.1. **Fee Title.** Transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.
- 8.3.2. **Conservation Easement.** If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the “doctrine of merger” could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement.
- 8.3.3. **HM Lands Approval.** Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project’s impacts on Covered Species;
- 8.3.4. **HM Lands Documentation.** Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services;

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- 8.3.5. Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.
- 8.3.6. Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see <https://www.wildlife.ca.gov/Conservation/Planning/Banking/Templates>) (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage;
- 8.3.7. Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management. Permittee shall either (1) provide a security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.
- 8.4. Endowment Fund. If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as

described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with this ITP, the conservation easement, and the management plan required by Condition of Approval 8.3.5. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions, and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.

- 8.4.1. Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended.

Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e).

Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the



thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3).

- 8.4.2. Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a Property Analysis Record (PAR)) to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). Note that the endowment for the easement holder should not be included in this calculation. The Permittee shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the Endowment Manager.
  - 8.4.2.1. Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.
  - 8.4.2.2. Endowment Buffers/Assumptions. Permittee shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:
    - 8.4.2.2.1. 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.
    - 8.4.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.
    - 8.4.2.2.3. Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.
- 8.4.3. Transfer Long-term Endowment Funds. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.
- 8.4.4. Management of the Endowment. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall

maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

Notwithstanding Probate Code sections 18501-18510, the Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds.

Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the Endowment to preserve the conservation values of the HM lands, the Endowment Manager shall process that expenditure in accordance with directions from CDFW. The Endowment Manager shall not be liable for any shortfall in the Endowment resulting from CDFW's decision to make such an expenditure.

**8.5. Reimburse CDFW.** Permittee shall reimburse CDFW for all reasonable costs incurred by CDFW related to issuance and monitoring of this ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, costs incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.

**9. Security:** The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 8 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

**9.1. Security Amount.** The Security shall be in the amount of **\$2,541,150.000** or in the amount identified in 8.1 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 8.1 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.

**9.2. Security Form.** The Security shall be in the form of an irrevocable letter of credit (see Attachment 2) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.

**9.3. Security Timeline.** The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.

- 9.4. Security Holder.** The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 9.5. Security Transmittal.** Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 3) or by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.
- 9.6. Security Drawing.** The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.
- 9.7. Security Release.** The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:
- Written documentation of the acquisition of the HM lands;
  - Copies of all executed and recorded conservation easements;
  - Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and
  - Timely submission of all required reports.

OR

- Copy of Bill of Sale(s) and Payment Receipt(s) or Credit Transfer Agreement for the purchase of Covered Species credits; and
- Timely submission of all required reports.

Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

#### **IX. Amendment:**

This ITP may be amended as provided by California Code of Regulations, Title 14, section 783.6, subdivision (c), and other applicable law. This ITP may be amended without the concurrence of the Permittee as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species or where Project changes or changed biological conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

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**X. Stop-Work Order:**

If CDFW determines the Permittee has violated any term or condition of this ITP or has engaged in unlawful take, CDFW may issue Permittee a written stop-work order instructing the Permittee to suspend any Covered Activity for an initial period of up to 30 days or risk suspension or revocation of this ITP. CDFW can issue a stop-work order to prevent or remedy a violation of this ITP, including but not limited to the failure to comply with reporting or monitoring obligations, or to prevent the unauthorized take of any CESA endangered, threatened, or candidate species, regardless of whether that species is a Covered Species under this ITP. Permittee shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittee, CDFW may extend any stop-work order issued to Permittee for a period not to exceed 30 additional days.

If Permittee fails to remedy the violation or comply with a stop-work order, CDFW may proceed with suspension and revocation of this ITP. Suspension and revocation of this ITP shall be governed by California Code of Regulations, Title 14, section 783.7, and any other applicable law. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

**XI. Liability:**

All terms and conditions of this ITP shall be binding upon each Permittee. Notwithstanding California Civil Code section 1431 or any other provision of law, each Permittee shall be jointly and severally liable for performance of all terms, conditions, and obligations of this ITP and shall be jointly and severally liable for any unauthorized take or other violations of this ITP, whether committed by Permittees or any person acting on behalf of one or more Permittees, including their officers, employees, representatives, agents or contractors and subcontractors. Any failure by one or more Permittees to comply with any term, condition, or obligation herein shall be deemed a failure to comply by all Permittees.

**XII. Compliance with Other Laws:**

This ITP sets forth CDFW's requirements for the Permittee to implement the Project pursuant to CESA. This ITP does not necessarily create an entitlement to proceed with the Project. Permittee is responsible for complying with all other applicable federal, state, and local law.

**XIII. Notices:**

The Permittee shall sign and return this ITP to CDFW. A manual or digital signature is acceptable, provided a digital signature complies with Government Code section 16.5. Digital signatures facilitated by CDFW will be automatically returned. Manual (wet) signatures on duplicate original paper copies shall be returned by the Permittee via registered first-class mail or overnight delivery to the following address:

Habitat Conservation Planning Branch  
California Department of Fish and Wildlife  
Attention: CESA Permitting Program

Incidental Take Permit  
No. 2081-2021-070-05  
MAISON'S PALMDALE BOULEVARD 170, LP  
TTM 73068 DEVELOPMENT PROJECT

Post Office Box 944209  
Sacramento, CA 94244-2090

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2021-070-05) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Ed Pert, Regional Manager  
California Department of Fish and Wildlife  
3883 Ruffin Road  
San Diego, CA 92123  
(858) 467-4210

and a copy to:

Habitat Conservation Planning Branch  
California Department of Fish and Wildlife  
Attention: CESA Permitting Program  
Post Office Box 944209  
Sacramento, CA 94244-2090  
[CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov)

Unless Permittee is notified otherwise, CDFW's Regional Representative for purposes of addressing issues that arise during implementation of this ITP is:

Thompson Banez  
Environmental Scientist  
Habitat Conservation Planning – Central  
South Coast Region  
4665 Lampson Avenue  
Los Alamitos, CA 90720  
(562) 430-5082  
[Thompson.Banez@wildlife.ca.gov](mailto:Thompson.Banez@wildlife.ca.gov)

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**TTM 73068 DEVELOPMENT PROJECT**

#### **XIV. Compliance with California Environmental Quality Act:**

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, City of Palmdale (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Tentative Tract Map (TTM) 73068 Mitigated Negative Declaration and Initial Study dated January 29, 2015 that the City of Palmdale approved adopted for TTM 73068 on January 14, 2016. At the time the lead agency adopted the Mitigated Negative Declaration and approved the Project it also adopted various mitigation measures for the Covered Species as conditions of Project approval. On January 13, 2022, an addendum was approved by the lead agency that discussed the Project's impact to the Covered Species.

This ITP, along with CDFW's related CEQA findings, which are available as a separate document, provide evidence of CDFW's consideration of the lead agency's Mitigated Negative Declaration for the Project and the environmental effects related to issuance of this ITP (CEQA Guidelines, § 15096, subd. (f)). CDFW finds that issuance of this ITP will not result in any previously undisclosed potentially significant effects on the environment or a substantial increase in the severity of any potentially significant environmental effects previously disclosed by the lead agency. Furthermore, to the extent the potential for such effects exists, CDFW finds adherence to and implementation of the Conditions of Project Approval adopted by the lead agency, and that adherence to and implementation of the Conditions of Approval imposed by CDFW through the issuance of this ITP, will avoid or reduce to below a level of significance any such potential effects. CDFW consequently finds that issuance of this ITP will not result in any significant, adverse impacts on the environment.

#### **XV. Findings Pursuant to CESA:**

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in CESA and related regulations. (Fish & G. Code § 2081, subs. (b)-(c); Cal. Code Regs., tit. 14, §§ 783.4, subds, (a)-(b), 783.5, subd. (c)(2).)

CDFW finds based on substantial evidence in the ITP application, TTM 73068 Mitigated Negative Declaration and Initial Study, list of any other relevant documents in the administrative record, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of avoidance zones; (3) worker education; and (4) Monthly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area,

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the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 56.65 acres of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;

- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee's objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

#### **XVI. Attachments:**

ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Letter of Credit Form
ATTACHMENT 3	Mitigation Payment Transmittal Form

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**TTM 73068 DEVELOPMENT PROJECT**



**ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
**On January 19, 2022**

DocuSigned by:  
*Ed Pert*  
A87CE992DB57479...

Ed Pert, Regional Manager  
South Coast Region

**ACKNOWLEDGMENT**

The undersigned: (1) warrants that he or she is acting as a duly authorized representative of the Permittee, (2) acknowledges receipt of this ITP, and (3) agrees on behalf of the Permittee to comply with all terms and conditions

By: Kevin Harbison Date: 2/17/2022  
320E915938C9479...  
Printed Name: Kevin Harbison Title: Project Manager

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**Attachment 1**

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)  
CALIFORNIA ENDANGERED SPECIES ACT**

**INCIDENTAL TAKE PERMIT NO. 2081-2021-070-05**

**PERMITTEE: Maison's Palmdale 170, LP**

**PROJECT: TTM 73068 Development Project**

**PURPOSE OF THIS MMRP**

The purpose of this MMRP is to ensure that the impact minimization and mitigation measures required by the Department of Fish and Wildlife (CDFW) for the above-referenced Project are properly implemented, and thereby to ensure compliance with section 2081(b) of the Fish and Game Code and section 21081.6 of the Public Resources Code. A table summarizing the mitigation measures required by CDFW is attached. This table is a tool for use in monitoring and reporting on implementation of mitigation measures, but the descriptions in the table do not supersede the mitigation measures set forth in the California Incidental Take Permit (ITP) and in attachments to the ITP, and the omission of a permit requirement from the attached table does not relieve the Permittee of the obligation to ensure the requirement is performed.

**OBLIGATIONS OF PERMITTEE**

Mitigation measures must be implemented within the time periods indicated in the table that appears below. Permittee has the primary responsibility for monitoring compliance with all mitigation measures and for reporting to CDFW on the progress in implementing those measures. These monitoring and reporting requirements are set forth in the ITP itself and are summarized at the front of the attached table.

**VERIFICATION OF COMPLIANCE, EFFECTIVENESS**

CDFW may, at its sole discretion, verify compliance with any mitigation measure or independently assess the effectiveness of any mitigation measure.

## TABLE OF MITIGATION MEASURES

The following items are identified for each mitigation measure: Mitigation Measure, Source, Implementation Schedule, Responsible Party, and Status/Date/Initials. The Mitigation Measure column summarizes the mitigation requirements of the ITP. The Source column identifies the ITP condition that sets forth the mitigation measure. The Implementation Schedule column shows the date or phase when each mitigation measure will be implemented. The Responsible Party column identifies the person or agency that is primarily responsible for implementing the mitigation measure. The Status/Date/Initials column shall be completed by the Permittee during preparation of each Status Report and the Final Mitigation Report and must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining the status.

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
<b>BEFORE SITE PREPARATION, CONSTRUCTION AND INSTALLATION</b>					
1	Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with the ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of the ITP.	ITP Condition #5.1	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
2	Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Botanist) at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Botanist is knowledgeable and experienced in the biology, natural history, and handling of the Covered Species. The Designated Botanist shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Botanist in writing before starting Covered Activities and shall also obtain approval in advance in writing if the Designated Botanist must be changed.	ITP Condition #5.2	At least 30 days before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
3	Permittee shall conduct an education program (Worker Environmental Awareness Program – WEAP) for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Botanist that includes a discussion of the biology of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in the ITP. Permittee shall include information about stopping the introduction and/or spread of non-native invasive plants. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.	ITP Condition #5.4	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee Designated Botanist	
4	Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition #5.6	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
5	Before starting Covered Activities, Permittee, in consultation with the Designated Botanist, shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.	ITP Condition #5.9	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status/ Date/ Initials</b>
6	Permittee, in consultation with the Designated Botanist, shall clearly delineate individuals of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.	ITP Condition #5.10	Before commencing ground- or vegetation-disturbing activities	Permittee	
7	The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.	ITP Condition #6.1	14 days before commencing ground- or vegetation-disturbing activities	Designated Representative	
8	Permittee shall protect all individuals of the Cover Species outside of the development area that will not be removed from the Project Area. Permittee, in consultation with the Designated Botanist, shall submit to CDFW for its review and approval an Avoidance and Protection Plan before starting Covered Activities. Permittee shall also resolve all CDFW comments and concerns regarding its Avoidance and Protection Plan before starting Covered Activities. The Avoidance and Protection Plan shall clearly show which individuals of the Covered Species shall be avoided and protected. Permittee shall notify CDFW via email documenting that the actions described in the Avoidance and Protection Plan have been implemented at least 14 days before starting Covered Activities that may impact individuals to be preserved. Where individuals of the Covered species are not from Covered Activities by fencing, flagging, or stakes delineating the property boundary and habitat as identified in General Provisions 5.9 and 5.10, a buffer shall be established to protect the dripline plus no less than 5 feet from the dripline. Permittee shall use temporary signs, stakes, fencing, and other demarcations to avoid impacts on those individuals and the exclusion zone (collectively, protected area) for the duration of the Project. Permittee shall maintain and/or replace those temporary protection measures as needed during construction. After construction is complete, Permittee may only remove those temporary protective materials after consulting and receiving written approval from CDFW that temporary protective materials may be removed.	ITP Condition #7.1	Provide plan before commencing ground- or vegetation disturbing activities  Notify CDFW at least 14 days before Covered Activities that the plan has been implemented	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status/ Date/ Initials</b>
9	<p>Permittee shall submit to CDFW for its review and approval an Integrated Pest Management Plan (IPM Plan) before starting Covered Activities. Permittee shall also resolve all CDFW comments and concerns regarding IPM Plan before starting Covered Activities. The IPM Plan shall include measures to ensure that novel non-native invasive weed species and Argentine Ants (collectively, pests) are not introduced into the Project Area or proliferate as a result of Covered Activities, which shall include activities during the operation and maintenance phase. The IPM Plan shall address pests that include, but are not limited to, those species within and surrounding the Project Area; those posing a threat to the Covered Species and desert plant communities; and those in the California Invasive Plant Council Invasive Plant Inventory (CalIPC Inventory). The IPM Plan shall address sources of pest introduction and establishment; measures to minimize the potential for pests to enter and/or proliferate in the Project Area; identification/Early Detection Rapid Response; methods to eradicate weeds prior to seed set; and Best Management Practices to avoid and minimize adverse effects of control methods on the natural environment. Permittee shall not use pesticides and herbicides. If pesticides and herbicides must be used, Permittee shall consult with CDFW and obtain written approval from CDFW before using any pesticides and/or herbicides. Rodenticides shall not be used in the Project Area at any time. Permittee shall provide a summary of IPM activities in the ASR when those activities occur. Documentation shall include pest species controlled, growth state (e.g., vegetative, flowering, seed), a map of the infestation(s), methods used to eradicate pests, identification of the source, and methods to prevent new infestation and introduction of the pest species detected.</p>	ITP Condition #7.2	Provide plan before commencing ground- or vegetation disturbing activities	Permittee	
10	<p>Permittee shall either purchase 56.65 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 8.2 OR shall provide for both the permanent protection and management of 56.65 acres of Habitat Management (HM) lands pursuant to Condition of Approval 8.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 8.4 below. Purchase of Covered Species credits OR permanent protection and funding for perpetual management of HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 9 below for all uncompleted obligations.</p>	ITP Condition #8	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
11	<p>CDFW has estimated the cost sufficient for CDFW or its contractors to complete acquisition, protection, and perpetual management of the HM lands as follows:</p> <ul style="list-style-type: none"> <li>i) Land acquisition costs for HM lands identified in Condition of Approval 8.3, estimated at \$11,000/acre for 56.65 acres: <b>\$623,150.00</b>. Land acquisition costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements</li> <li>ii) Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 8.3.6, estimated at \$3,177.41/acre for 56.65 acres: <b>\$180,000.00</b></li> <li>iii) Interim management period funding as described in Condition of Approval 8.3.7, estimated at \$3,795.23/acre for 56.65 acres: <b>\$215,000.00</b></li> <li>iv) Long-term management funding as described in Condition of Approval 8.4, estimated at \$26,884.38/acre for 56.65 acres: <b>\$1,1523,000.00</b>. Long term management funding is estimated initially for the purpose of providing Security to ensure implementation for HM lands management.</li> <li>v) Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 8.5, estimated at <b>\$15,000.</b></li> </ul>	ITP Condition #8.1, 8.1.1, 8.1.2, 8.1.3, 8.1.4, and 8.1.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
12	<p>If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase <b>56.65 acres</b> of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than <b>18 months</b> from the issuance of this ITP if Security is provided pursuant to Condition of Approval 9 below. Prior to purchase of Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittee shall submit to CDFW a copy of the Bill of Sale(s) and Payment Receipt prior to initiating Covered Activities or within 18 months from issuance of this ITP if Security is provided.</p>	ITP Condition #8.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	



	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status/ Date/ Initials</b>
13	<p>If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall:</p> <p>Transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.</p> <p>If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the "doctrine of merger" could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement.</p>	ITP Condition #8.3; 8.3.1 and 8.3.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
14	Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species.	ITP Condition #8.3.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
15	Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services.	ITP Condition #8.3.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status/ Date/ Initials</b>
16	Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.	ITP Condition #8.3.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
17	Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see <a href="https://www.wildlife.ca.gov/Conservation/Planning/Banking/Templates">https://www.wildlife.ca.gov/Conservation/Planning/Banking/Templates</a> ) (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage.	ITP Condition #8.3.6	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
18	Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management. Permittee shall either (1) provide Security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.	ITP Condition #8.3.7	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status/ Date/ Initials</b>
19	<p>If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with this ITP, the conservation easement, and the management plan required by Condition of Approval 8.3.5. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions, and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.</p>	ITP Condition #8.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
20	<p>The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended.</p> <p>Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e).</p> <p>Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3).</p>	ITP Condition #8.4.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status/ Date/ Initials</b>
21	After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a Property Analysis Record (PAR)) to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). Note that the endowment for the easement holder should not be included in this calculation. The Permittee shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the Endowment Manager.	ITP Condition #8.4.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
22	Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.	ITP Condition #8.4.2.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
23	Permittee shall include in endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment: <ul style="list-style-type: none"> <li>i) A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.</li> <li>ii) The endowment shall be established assuming spending will not occur for the first three years after full funding.</li> <li>iii) For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.</li> </ul>	ITP Condition #8.4.2.2, 8.4.2.2.1, 8.4.2.2.2, and 8.4.2.2.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
24	Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.	ITP Condition #8.4.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status/ Date/ Initials</b>
25	<p>The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>Notwithstanding Probate Code sections 18501-18510, the Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds.</p> <p>Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the Endowment to preserve the conservation values of the HM lands, the Endowment Manager shall process that expenditure in accordance with directions from CDFW. The Endowment Manager shall not be liable for any shortfall in the Endowment resulting from CDFW's decision to make such an expenditure.</p>	ITP Condition #8.4.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
26	Permittee shall reimburse CDFW for all reasonable costs incurred by CDFW related to issuance and monitoring of this ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, costs incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.	ITP Condition #8.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
27	<p>The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 8 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <ul style="list-style-type: none"> <li>i) <u>Security Amount</u>. The Security shall be in the amount of <b>\$2,541,150.00</b>. This amount is based on the cost estimates identified in Condition of Approval 8.1 specific to the obligation that has not been completed.</li> <li>ii) <u>Security Form</u>. The Security shall be in the form of an irrevocable letter of credit or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.</li> <li>iii) <u>Security Timeline</u>. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of the ITP, whichever occurs first.</li> <li>iv) <u>Security Holder</u>. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.</li> <li>v) <u>Security Transmittal</u>. Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form or by way of an approved instrument such as escrow agreement, irrevocable letter of credit, or other.</li> <li>vi) <u>Security Drawing</u>. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of the ITP.</li> </ul> <p>Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than <b>18 months</b> from the effective date of the ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.</p>	ITP Condition #9, 9.1, 9.2, 9.3, 9.4, 9.5, and 9.6.	Before commencing ground- or vegetation-disturbing activities or within 30 days after the effective date of the ITP (whichever occurs first)	Permittee	
28	<p>The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:</p> <ul style="list-style-type: none"> <li>• Written documentation of the acquisition of the HM lands;</li> <li>• Copies of all executed and recorded conservation easements;</li> <li>• Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and,</li> <li>• Timely submission of all required reports.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Copy of Bill of Sale(s) and Payment Receipt(s) or Credit Transfer Agreement for the purchase of Covered Species credits; and,</li> <li>• Timely submission of all required reports.</li> </ul>	ITP Condition # 9.7	After CDFW conducts an on-site inspection and receives confirmation that all secured requirements have been satisfied	Permittee	
<b>DURING SITE PREPARATION, CONSTRUCTION AND INSTALLATION</b>					

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status/ Date/ Initials</b>
29	To ensure compliance with the Conditions of Approval of the ITP, the Designated Botanist shall have authority to immediately stop any activity that does not comply with the ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species.	ITP Condition #5.3	Entire Project	Designated Botanist	
30	The Designated Botanist shall maintain a construction-monitoring notebook on-site throughout the construction period, which shall include a copy of the ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring notebook is available for review at the Project site upon request by CDFW.	ITP Condition #5.5	Entire Project	Designated Botanist/Permittee	
31	Permittee shall implement dust control measures during Covered Activities to minimize construction-related fugitive dust. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.	ITP Condition #5.7	Entire Project	Permittee	
32	Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.	ITP Condition #5.8	Entire Project	Permittee	
33	Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to the ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.	ITP Condition #5.11	Entire Project	Permittee	
34	Permittee shall confine all Project-related parking, storage areas, laydown sites, and equipment storage to the staging area defined in the Project Description as shown in Figure 2. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 5.11 of this ITP.	ITP Condition #5.12	Entire Project	Permittee	
35	Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition #5.13	Entire Project	Permittee	
36	Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in the ITP.	ITP Condition #5.14	Entire Project	Permittee	
37	The Designated Representative shall immediately notify CDFW in writing if it determines that the Permittee is not in compliance with any Condition of Approval of the ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in the ITP and/or this MMRP. The Designated Representative shall report any non-compliance with the ITP to CDFW within 24 hours.	ITP Condition #6.2	Within 24 hours of non-compliance Entire Project	Designated Representative	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status/ Date/ Initials</b>
38	The Designated Botanist shall be on-site daily until all Covered Species and seed bank have been removed from the development area and the Avoidance and Protection Plan described in Condition of Approval 7.1 has been implemented. The Designated Biologist shall conduct compliance inspections to (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of the ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative or Designated Botanist shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by the ITP. The Designated Botanist shall conduct compliance inspections during site preparation, grading activities, construction activities, and periods of inactivity.	ITP Condition #6.3	Entire Project	Designated Botanist/ Designated Representative	
39	The Designated Representative or Designated Botanist shall compile the observation and inspection records identified in Condition of Approval 6.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of this MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted on the tenth day of each month following the notice of start of construction to the end of Project activities. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of the ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of the ITP's approval, the CDFW Regional Representative is Thompson Banez ( <a href="mailto:Thompson.Banez@wildlife.ca.gov">Thompson.Banez@wildlife.ca.gov</a> ) and Headquarters CESA Program email is <a href="mailto:CESA@wildlife.ca.gov">CESA@wildlife.ca.gov</a> . CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition #6.4	Monthly Entire Project	Designated Representative/ Designated Botanist	
40	Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of the ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 5.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in this MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.	ITP Condition #6.5	January 31 of every year Entire Project	Permittee	
41	The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.	ITP Condition #6.6	Within 60 calendar days of the observation Entire Project	Designated Botanist	



	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
42	Permittee shall immediately notify the Designated Botanist if an individual or individuals of the Covered Species is taken or damaged by a Project-related activity beyond the taking authorized by the ITP. Likewise, the Permittee shall immediately notify the Designated Botanist if a Covered Species is otherwise founded or damaged within the vicinity of the Project. The Designated Botanist or Designated Representative shall provide initial notification to CDFW by email to ( <a href="mailto:Thompson.Banez@wildlife.ca.gov">Thompson.Banez@wildlife.ca.gov</a> ) and Headquarters CESA Program ( <a href="mailto:CESA@wildlife.ca.gov">CESA@wildlife.ca.gov</a> ). The initial notification to CDFW shall include information regarding the location, species, and number of individuals taken or damaged and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of taken or damaged individual(s), and if possible, provide a photograph, explanation as to cause of take or damage, and any other pertinent information.	ITP Condition #6.8	Notify immediately and provide written report within two calendar days Entire Project	Permittee/ Designated Botanist	
43	Vegetation removed in the Project Area shall only be distributed off-site. Vegetation removed in the Project Area shall not be placed in the adjacent vacant lot and protected areas identified in Condition of Approval 7.1.	ITP Condition #7.3	Entire Project	Permittee	
44	No excavation activities shall take place during a storm event as soils around the root zone of individuals of the Covered Species may be more susceptible to erosion. Work shall only occur during periods of dry weather (with less than a 40 percent chance of rain). No work shall occur during a precipitation event. Within at least 12 hours prior to the onset of precipitation, excavation shall cease, all associated erosion control measures shall be in place, and all motorized equipment and fueling materials shall be removed from areas where runoff from these items can be reasonably foreseen to come into contact with Covered Species. Excavating halted due to precipitation may resume when precipitation ceases and after a dry-out period of 48 hours for rain events. Permittee shall monitor the National Weather Service 72-hour forecast for the Project Area. Weather forecasts shall be documented and provided upon request by CDFW. Excavation spoils and materials shall be placed away from the protected areas identified in Condition of Approval 7.1.	ITP Condition #7.4	Entire Project	Permittee	
45	When pouring or working with wet concrete and washing materials/equipment that came in contact with the concrete, the Designated Botanist shall ensure the concrete is contained locally in the wash out and does not contaminate soils within 10 feet of protected areas and/or enter protected areas identified in Condition of Approval 7.1.	ITP Condition #7.5	Entire Project	Permittee	
46	Permittee shall ensure that fill brought into the Project Area is placed only in designated staging areas (See Figure 2) to avoid impacts on the Covered Species.	ITP Condition #7.6	Entire Project	Permittee	
47	Permittee shall ensure that construction equipment and vehicles operated in the Project Area are checked and maintained daily to prevent leaks of fuel, lubricants, solvents or other fluids that could contaminate soils within 10 feet of protected areas and/or enter protected areas identified in Condition of Approval 7.1.	ITP Condition #7.7	Entire Project	Permittee	
48	Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances resulting from Covered Activities, shall be prevented from contaminating soils within 10 feet of protected areas protected areas and/or entering protected areas identified in Condition of Approval 7.1. Any of these materials, placed within or where they may impact individuals of the Covered Species, by any party working under the Permittee, or with the permission of Permittee, shall be removed immediately.	ITP Condition #7.8	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
49	To avoid impacts on the Covered Species as a result of fire, workers conducting activities with the potential to inadvertently cause a fire (e.g., excavating) shall be equipped with an appropriate level of fire prevention and suppression equipment, such as fire extinguishers, backpack pumps filled with water, shovels, welding tents, shields, and/or fire-resistant mats.	ITP Condition #7.9	Entire Project	Permittee	
<b>POST-SITE PREPARATION, CONSTRUCTION, AND INSTALLATION</b>					
50	Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.	ITP Condition #5.15	Post-site preparation, construction, and installation	Permittee	

POST-PROJECT				
51	No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Botanist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in this MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of the ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.	ITP Condition #6.7	No later than 45 days after completion of mitigation	Permittee

**[Financial institution letterhead]**

IRREVOCABLE STANDBY LETTER OF CREDIT  
NO. **[number issued by financial institution]**

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Issue Date: **[date]**

Beneficiary:

California Department of Fish and Wildlife  
Habitat Conservation Planning Branch  
Post Office Box 944209  
Sacramento, CA 94244-2090  
Attn: HCPB Contract Coordinator

Amount: U.S. \$**[dollar number]** **[(dollar amount)]**

Expiry: **[Date]** at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, **[name of applicant]** ("Applicant"), we, **[name of financial institution]** ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife ("CDFW"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. \$**[dollar number]** **[(dollar amount)]** ("Principal Sum").
2. We are informed this Credit is and has been established for the benefit of CDFW pursuant to the terms of the incidental take permit for the **[name of project]** issued by CDFW to the Applicant on **[date]** (No. **[number]**) ("Permit").
3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements in the Permit ("Mitigation Requirements").
4. We are finally informed that this Credit is intended by CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A, which is attached hereto, at our office located at **[name and address of financial institution]**.

6. The Certificate shall be completed and signed by an Authorized Representative of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.
7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.
12. An Authorized Representative shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Chief of CDFW's Habitat Conservation Planning Branch.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat Conservation Planning Branch, Post Office Box 944209, Sacramento, CA 94244-2090, Attn: HCPB Contract Coordinator; and (ii) for the Applicant: [***name and address of applicant***].

15. This Credit may not be transferred.

16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.

17. This Credit shall, if not canceled, expire on [**expiration date**], or any extended expiration date.

18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.

19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

**[Name of financial institution]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

ATTACHMENT A

CERTIFICATE FOR DRAWING

**[CDFW Letterhead]**

**[Date]**

**[Name and address of financial institution]**

Re: Irrevocable Standby Letter of Credit No. **[number issued by financial institution]**

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in paragraph 12 in the above-referenced standby letter of credit ("Credit"), hereby certifies to the Issuer that:

1. **[Insert one of the following statements:** "In the opinion of CDFW, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "As set forth in paragraph 13, the Issuer has informed CDFW that the Credit will not be extended and the Applicant has not provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.
3. CDFW is therefore making a drawing under the Credit in amount of U.S. \$\_\_\_\_\_.
4. The amount demanded does not exceed the Principal Sum of the Credit.

Therefore, CDFW has executed and delivered this Certificate as of this \_\_\_\_ day of **[month]**, **[year]**.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

\_\_\_\_\_  
**[Insert one of the following:** "Director" **or** "General Counsel" **or** "Regional Manager, [Name of Regional Office]" **or** "Chief, Habitat Conservation Planning Branch"]

ATTACHMENT B

CERTIFICATE FOR CANCELLATION

[**CDFW Letterhead**]

[**Date**]

[**Name and address of financial institution**]

Re: Irrevocable Standby Letter of Credit No. [**number issued by financial institution**]

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in the paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. [**Insert one of the following statements:** "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. CDFW therefore requests the cancellation of the Credit.

Therefore, CDFW has executed and delivered this Certificate for Cancellation as of this \_\_\_\_ day of [**month**], [**year**].

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

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[**Insert one of the following:** "Director" **or** "General Counsel" **or** "Regional Manager, [**Name of Regional Office**]" **or** "Chief, Habitat Conservation Planning Branch"]



State of California - Department of Fish and Wildlife

**MITIGATION PAYMENT TRANSMITTAL FORM**

DFW 1057 (REV.05/18/21)

**Project Applicant Instructions:** Please fill out and attach this form to payment. For conservation banks, also attach the Bill(s) of Sale for credits sold. One form may be used for multiple transactions, **BUT YOU MUST USE A SEPARATE FORM FOR EACH CHECK YOU TRANSMIT.** Make sure to include Project Name, Project Tracking Number, and ASB Mitigation Tracking Number (if available) on the attached payment type.

<b>1. DATE:</b> _____  <b>TO:</b> _____ Regional Manager  _____ Region Office Address	<b>2. FROM:</b> _____ Name  _____ Mailing Address  _____ City, State, Zip  _____ Telephone Number/FAX Number
<b>3. RE:</b> _____ Project Name as appears on permit/agreement	

**4. AGREEMENT/ACCOUNT INFORMATION:** (check the applicable type)
☐ 2081 Permit    ☐ Conservation Bank    ☐ 2835 NCCP    ☐ 1802 Agreement    ☐ 1600 Agreement    ☐ Other \_\_\_\_\_

 \_\_\_\_\_  
 Project Tracking Number
**5. PAYMENT TYPE** (One check per form only): The following funds are being remitted in connection with the above referenced project:Check information:

Total \$ \_\_\_\_\_ Check No. \_\_\_\_\_

Account No. \_\_\_\_\_ Bank Routing No. \_\_\_\_\_

a. Endowment: for Long-Term Management Subtotal \$ \_\_\_\_\_

b. Habitat Enhancement Subtotal \$ \_\_\_\_\_

c. Security:

1. Cash Refundable Security Deposit Subtotal \$ \_\_\_\_\_

2. Letter of Credit Subtotal \$ \_\_\_\_\_

1. Financial Institution: \_\_\_\_\_

2. Letter of Credit Number: \_\_\_\_\_

3. Date of Expiration: \_\_\_\_\_

<b>ACCOUNTING OFFICE USE ONLY</b>	
Description	FI\$Cal Coding
Speedchart (Project, Program, Reference, Fund)	
Reporting Structure	
Category	
Date Established: _____ By: _____	

Please send this form to [asbmitigation@wildlife.ca.gov](mailto:asbmitigation@wildlife.ca.gov)