



California Department of Fish and Wildlife
Central Region
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710

Native Plant Protection Act
Incidental Take Permit No. 2081-2024-002-04

TRIPLE R RANCH EROSION CONTROL AND STABILIZATION PROJECT

I. Authority:

This Native Plant Protection Act (NPPA) incidental take permit (ITP) is issued by the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 1907 and 2081, subdivisions (b) and (c), and California Code of Regulations, title 14, sections 786.9 and 783.0 et seq. The NPPA prohibits the take¹ of any native plant designated by the California Fish and Game Commission as endangered or rare species.² CDFW may authorize the take of any such species by permit. (Fish and Game Code, § 1907, subdivision (b); Cal. Code Regs., tit. 14, § 786.9)

Permittees:	Darin and Carolyn Kruse (818) 903-6192 Post Office Box 3506 Pismo Beach, California 93449 darin.kruse@geo-fusion.com
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II. Effective Date and Expiration Date of this ITP:

This ITP is effective as of the date signed by CDFW below. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **February 1, 2025**.

¹ 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".])

² The definitions of an endangered and rare species for purposes of NPPA are found in Fish and Game Code section 1901.

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

III. Project Location:

The Triple R Ranch Erosion Control and Stabilization Project (Project) is located within an approximately 156.15-acre parcel, at 1007 Old Oak Park Road, Pismo Beach, 93449 (Assessor's Parcel Number (APN) 079-261-011), San Luis Obispo County, California (Figure 1). The Project is located approximately 1 mile north/northeast of the intersection of U.S. Highway 101 and North Oak Park Boulevard, at approximately latitude 35.144054°, longitude -120.601053° and within the United States Geological Survey (USGS) Arroyo Grande 7.5-minute quadrangle, Section 13, Township 3 North, Range 15 East MDB&M. The Project is comprised of six erosion control repair work areas (Work Areas): (1) Erosion Control Repair Work Area 1 (Work Area 1); (2) Erosion Control Repair Work Area 2 (Work Area 2); and (3) Erosion Control Repair Work Area 3, consisting of four sub-Work Areas (3-A, 3-B, 3-D (Channel), and 3-D (Slope)) (Figures 2-7).

The three Work Areas (1, 2, and 3) are located within the suitable Pismo clarkia (*Clarkia speciosa* ssp. *immaculata*) habitat area in the northern portion of the property at the following locations:

- Work Area 1 is located in the northeastern portion of the property at generally 35.1459, -120.6027 (northern extent) and 35.1445, -120.6015 (southern extent) (Figure 2).
- Work Area 2 is located in the western portion of the property at generally 35.14377, -120.6061 (northern extent) and 35.14264, -120.6038 (southern extent) (Figure 3).
- Work Area 3 is located within four general areas (3-A, 3-B, 3-D (Channel), and 3-D (Slope)) in the southern portion of the property (Figures 4-7).
 - Work Area 3-A is located at generally 35.14412, -120.6022 (northern extent) and 35.14298, -120.603 (southern extent) (Figure 4);
 - Work Area 3-B is located at generally 35.14456, -120.6012 (northern extent) and 35.14261, -120.601 (southern extent) (Figure 5);
 - Work Area 3-D (Channel) is located at generally 35.14274, -120.6014 (northern extent) and 35.14194, -120.6015 (southern extent) (Figure 6); and
 - Work Area 3-D (Slope) is located at generally 35.14274, -120.6012 (northern extent) and 35.1424, -120.6011 (southern extent) (Figure 7).

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Two staging and stockpile areas will be located within Work Area 3-B and 3-D (Slope) within the following locations:

- Staging/Stockpile Area within Work Area 3-B: is located at generally 35.14567, -120.6031
- Existing Stockpile/Staging Area within Work Area 3-D (Slope): is located at generally 35.14272, -120.6011

IV. Project Description:

The purpose of the Project is to repair erosion, rill erosion, and sedimentation that occurred at six Work Areas (1, 2, 3-A, 3-B, 3-D (Channel), and 3-D (Slope)) on the property during the 2022 and 2023 atmospheric river storms and associated flooding events. The Project will include the installation of erosion control measures that will include the construction of best management practices adjacent to the roadway (BMP-AR); construction of best management practices along the roadway interior (BMP-RI); installation of erosion control devices and materials; installation of biodegradable coir mats; broadcast and hydroseeding with native seed mix; installation of orange exclusionary/protection fencing; and maintenance of erosion control measures.

These repairs are needed to prevent further loss of property and impacts to both surrounding properties as well as water quality. The heavy storms of the 2022 and 2023 wet seasons resulted in major erosion and sedimentation runoff from the property. This included a significant amount of material that temporarily blocked Old Oak Park Road that prevented the County of San Luis Obispo Public Works Department's ability to respond to this specific area in a timely manner. Each of the repair areas contribute to the downslope flow of water exiting the property at Old Oak Park Road. These repairs are needed to prevent further damage, including loss of property and threat to life, such as the blocked public roadway preventing emergency vehicles and first responders from reaching residents on and above Old Oak Park Road.

Access and Staging and Stockpiling Areas

The Work Areas will be accessed using the existing access roads and two main access roads on to the property, one from Old Oak Park Road and one from Oak Park Boulevard (Figure 1). No new improvements or modifications to the access roads will be necessary to complete the Project except for the placement of a Class 3 Non-Spec aggregate wearing surface along the existing access roads within Work Areas 3-B and 3-D (Channel Repair) (see below).

Staging and stockpiling areas will occur within two Work Areas, including one proposed within a 458 square foot (0.01-acre) area within Work Area 3-B and one existing stockpile area within a 1,744 square foot (0.04-acre) area within Work Area 3D (Slope), for a total 0.05-acres. A description of the removal of the 0.04-acre stockpile area is included in the Repair of Slope and Removal of Earth Stockpiles section below. This area will also be used as a staging area once the stockpile is removed.

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Erosion Control Activities

The Project will include erosion control activities at six Work Areas: Work Areas 1, 2, 3-A, 3-B, 3-D (Channel), and 3-D (Slope) (Figures 2-7). These activities include the installation of BMP-AR in Work Areas 2 and 3-A; installation of BMP-RI in Work Areas 3-B and 3-D (Channel); repair of slope and removal of earth stockpiles within Work Area 3-D (Slope); installation of erosion control devices in all Work Areas; broadcast and hydroseeding with native seed mix within Work Area 3-D (Slope); installation of biodegradable coir mats within Work Area 3-D (Slope); and installation of orange mesh exclusionary fencing within Work Areas 2 and 3A. Activity dimensions and quantities for all sites are listed in Table 1 in the Project Impacts section below.

Best Management Practice Adjacent to Roadway (BMP-AR) (V-ditch/Swale)

BMP-AR activities will include the repair of existing erosive channels adjacent to the roadway within Work Areas 2 and 3-A. The repair of erosive channels will include moisture conditioning and compacting the existing eroded channel and surrounding 2 feet on each side of the eroded area, and constructing an approximate 6-foot-wide by 18-inch-deep rock swale or V-ditch adjacent to the roadway. The moisture conditioning and compaction of the soil will be conducted with the use of a small, tracked excavator equipped with a 2- to 3-foot-wide bucket and teeth of the bucket. The construction of the rock swale and V-ditch will be conducted using a compaction wheel on the same machine, fine grading the swale with the use of a rubber tracked skid steer, and the placement of geosynthetic fabric and approximately 25 pounds of a rock slope protection along the swale to a depth of 6-inches that will result in a 1 foot deep, rock armored swale or V-ditch. The BMP-AR Erosion Control Activities for each Work Area are described as follows:

- Work Area 2 will include the repair of an approximately 150-foot-long by 6-foot-wide (0.02-acre) swale adjacent to and along the north side of the roadway. The estimated area of disturbance includes the 22-foot-wide access road alongside the swale, which would be used to construct the swale, for a total 150-foot-long by 28-foot-wide (0.09 acre) impact area.
- Work Area 3-A will include the construction of an approximately 220-foot-long by 4-foot-wide by 18-inch deep (0.02-acre) swale or V-ditch adjacent to the roadway. The estimated area of disturbance includes the existing approximately 22-foot-wide access road alongside the swale, which would be used to construct the swale, for a total 220-foot-long by-26 foot-wide (0.13 acre) impact area.

Best Management Practice Roadway Interior (BMP-RI) (Eroded Channel within Roadway)

BMP-RI activities will include the repair of eroded channels within the roadway at Work Area 3-D (Channel) and placement of a Class 3 Non-Spec aggregate wearing surface along the existing access roads within Work Areas 3-B and 3-D. The repair of eroded channels within the roadway will include clearing any organics; scarifying and compacting the roadway channel subgrade; and placing and compacting the earthen fill in 12-inch lifts until the roadway profile is reestablished. Fill soils will be properly moisture conditioned and

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compacted to a minimum 90% relative compaction. The Class 3 Non-Spec aggregate wearing surface is an open graded aggregate that is permeable in nature and is commonly used as an all-weather surface for access roads. Placement of the wearing surface will be performed by dumping a 2-foot by 2-foot continuous row of the aggregate from a single bottom semi-truck and trailer along the center of the roadway which will then be spread within the roadway width utilizing a skip and drag. Compaction of the aggregate will be aided by the addition of water utilizing a water truck and proof rolling with a rubber tired 950 loader. The BMP-AR activities for each Work Area are described as follows:

- Work Area 3-B will include the repair of an approximately 95 to 30-foot-wide by 300-foot-long (0.569-acre) eroded area within the existing channel. Work Area 3-B will also include the placement of an approximately 3-inch compacted Class 3 Non-Spec base aggregate wearing surface over the approximately 100-foot long by 12-foot-wide (0.03-acre) area within the existing access road using the method and equipment described above.
- Work Area 3-D (Channel) will include repair of an approximately 2-foot-wide by 230-foot-long by 1.5-foot to 5.5-foot deep (0.165-acre) eroded area running down the center of the existing Road 2, easterly most alignment. Earthen fill will be placed in the eroded area to original finish grade and compacted in place by moisture conditioning, mixing, and compacting the soil utilizing a tracked excavator equipped with a bucket and compaction wheel. The Work Area will then be fine graded to restore the roadway profile using a rubber-tired skip loader equipped with a gannon. An approximately 3-inch compacted Class 3 Non-Spec base aggregate wearing surface will then be placed over an approximately 600-foot long by 12-foot-wide (0.165-acre) area within the existing access road using the method and equipment described above.

Repair of Slope and Removal of Earth Stockpiles

The repair of an eroded downhill slope and removal of two plastic lined earthen stockpiles will occur below Road 3 within Work Area 3 -D (Slope). Repair of an approximately 25-foot-wide by 35-foot-long by 2-foot-deep (0.02-acre) eroded downhill slope area below Road 3 will occur by placing and compacting of approximately 65 cubic yards of earthen fill in 12-inch lifts until a 3.5:1-slope profile grade is reestablished. Removal of earthen lined stockpiles will occur at two locations within an approximately 25-foot-wide by 72-foot-long by 5-foot-tall (0.04-acre) area below Road 3 within Work Area 3-D (Slope). Equipment to be used during repairs of the slope and removal of the stockpiles will include a tracked excavator, skip and drag, semi-truck and trailer, water truck, skid steer, dump truck, and/or rubber-tire loader.

Erosion Control Devices and Materials

Erosion control devices (ECDs) and materials, such as fiber rolls, gravel or sandbag check dams, and/or silt fencing, will be placed and installed within all Work Areas as depicted on Figures 2-7. Fiber rolls and gravel or sandbag check dams will be installed at each location using an 8-foot level to determine proper alignment to the existing grade. Fiber rolls will be secured in place with the use of wooden stakes and a 3-pound hammer to drive the stakes into the ground. Gravel or sandbag check dams will be placed on top of the soil. Silt fencing

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will be installed with the use of a hand trenching tool or 4-inch-wide powered trenching tool to create an initial slot followed by driving wood stakes into the ground with a 3-pound hammer. The trench will then be backfilled and compacted by hand.

Broadcast and Hydroseeding of Native Seed Mix

Broadcast and hydroseeding of native seed mix on all non-vehicular disturbed areas will occur on the Project site once all erosion control activities are complete Work Area 3-D (Slope). Hydroseeding will include putting native seed mix into a large tank with agitators, adding water, wood fiber mulch, ecology m-control binder, and Biosol 7-2-1 organic fertilizer. The contents will be mixed until uniform, then immediately sprayed, with caution used to not extend into areas beyond the Work Areas. Pick-up trucks will be used to bring materials to the site and a hydroseed vehicle will be used for the application of mixture. Broadcast of native seed mix by hand may also be used to supplement and fill in areas that may have been missed by hydroseeding. Broadcast of native seed mix will be placed at the recommended rate per area, lightly raking the soil to loosen it, and covering with a light mulch or straw. If straw is used, it will be crimped by hand, a shovel, or similar hand tool.

Biodegradable Coir Mats

Biodegradable coir mats will be installed in areas with slopes greater than 8% within Work Areas 3-D (Slope) to help stabilize the soil. Work Area 3-D (Slope) will include the installation of coir mats within a 550 foot long by 10-foot-wide area (0.126 acre) along the uphill side of Roadway 2. Coir mats consist of 100% natural coconut fibers that are designed to provide superior soil stabilization, reduce the amount of erosion present, allow foliage and plant root growth, and biodegrade into the ground after 2 to 3 years. The coir mats will be delivered to the area using a pickup truck or skid steer with forks and then rolled out and secured by hand.

Clearing of Vegetation (Grass only) and Weed Control

Clearing of grass only that has grown within the Work Areas will occur during erosion control activities by hand with shovels or with equipment as described in each work area description. No woody vegetation will be removed during erosion control activities. The control of weeds will also occur in early spring to prevent and reduce weeds from setting seed and will continue as needed through the duration of the ITP within the Work Areas. Weed control will be conducted by hand or with the use of a weed whip, or with herbicide application if other methods are not successful.

Orange Mesh Exclusionary Fencing

Approximately 569 linear feet of 4-foot-tall polypropylene open-webbed exclusionary fencing will be installed along the inside perimeter of the Access Roads along Work Areas 2 and 3A to avoid removal of vegetation and additional areas of Pismo clarkia suitable habitat. No vegetation or clearing or removal activity will occur during fence installation activity. Fencing materials will be delivered by a flatbed truck and stored in the upland areas adjacent to each site. The orange mesh fencing will be secured to approximately 4- to 6-foot-tall metal tee-posts, spaced 10 feet apart on center, driven into the ground using a hand sledge or fence post driver, and secured to the t-posts using wire ties or zip ties. Construction

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equipment and materials will consist of hand tools (shovels), fence posts, flatbed truck, crew trucks, and water trucks.

Maintenance

Maintenance activities will include the reinstallation of silt fences, wattles, and/or fiber rolls that may be overwhelmed by sediment using the methods, equipment, and materials and within the Work Areas described above and as depicted on Figures 2-7.

The erosion control repair work will take approximately 30 days to complete. Maintenance activities will occur until the expiration date of this ITP to ensure that the erosion control remains in good condition for future storms until longer term approval from San Luis Obispo County and CDFW can be acquired. Equipment to be used will include the use of a tracked excavator with bucket and compaction wheel, skip and drag, water truck, rubber tracked skid steer, dump truck, semi-truck and trailer, rubber tired 950 loader, Caterpillar CP 563 Compactor, hand-operated mechanical compactor, weed whip, hand operated power tamper, mechanically powered rammer, small powered trencher, flatbed truck, crew trucks, and hand tools.

V. Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

<u>Name</u>	<u>NPPA Status</u> ³
1. Pismo clarkia (<i>Clarkia speciosa</i> ssp. <i>immaculata</i>)	Rare ⁴

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

VI. Impacts of the Taking on Covered Species:

Project activities and their resulting impacts are expected to result in the incidental take of individuals and seed bank of the Covered Species. The activities described above expected to result in incidental take of individuals and seed bank of the Covered Species include: clearing; grubbing; removing vegetation; excavating; grading; moisture conditioning and compaction; site recontouring; stockpiling soil; fence construction; removal of existing stockpile soil; repairing eroded areas of roadway; construction of swales adjacent to roadway; installation of aggregate wearing surface on repaired portion of road; heavy equipment operation; installation of erosion control materials (fiber roll wattles, gravel or sand bag check dams, and silt fencing); placement of biodegradable erosion control mats; hydroseeding; weed removal; materials and equipment laydown and storage; transporting construction materials and other Project-related traffic; staging of equipment and materials; stockpiling of soils; and other activities described in the Project Description section of this ITP (Covered Activities).

Incidental take of individuals and seed bank of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities such as habitat loss and modification;

³ Under the NPPA, a plant species may be designated as endangered or rare.

⁴ See Cal. Code Regs. tit. 14 § 670.2, subd. (c) (16) (A).

crushing of individuals and seedbank; burying of individuals; removal of soil that render parts of the seed bank for the Covered Species inviable or causes seedbank to be lost; erosion of substrates supporting individuals which could cause uprooting and burying of germinated individuals or seed and/or could make substrates unsuitable for germination or growth of the Covered Species. The areas where authorized take of the Covered Species is expected to occur include the erosion control repair areas, including staging, parking, stockpiling areas; and use of existing access roads in the Work Areas as defined in the Project Location and Project Description section (collectively, the Project Area).

Take of the Covered Species outside of these Work Areas as defined in the Project Description is not authorized. The erosion control repair activities defined in the Project Description section of this ITP do not cover any of the initial impacts to the Project site, including creation of access roads, pads, and other disturbance areas.

During construction Covered Activities, CDFW estimates that the Project will result in the permanent loss of 1.09 acres of Covered Species habitat. Maintenance Covered Activities are not expected to result in any additional impacts to Covered Species habitat since the Maintenance Covered Activities described in the Project Description section of this ITP will occur within the erosion control Covered Activity areas as described in the Project Description and Project Location sections of this ITP.

The Project lies within a portion of an extant California Natural Diversity Database (CNDDDB) occurrence (Occurrence # 14) of the Covered Species, which documented, during a 1995 census conducted on the property, approximately 3,000 individuals occurring within an approximately 60-acre contiguous stand of grassland, chapparal, oak woodland, and coastal scrub habitat (*Pismo clarkia* suitable habitat area) on the property. During a June 2023 focused survey conducted within the suitable habitat area, and after substantial grading and disturbance activities occurred on the property, approximately 5,430 individuals were documented to occur within the suitable habitat area on the property, though not all of these individuals were detected within the Project Area (CDFW 2024).

The United States Fish and Wildlife Service (USFWS) 2023 5-Year Review for the Covered Species reported 26 CNDDDB occurrences and two additional locations. Of the 26 CNDDDB occurrences, 2 were considered extirpated; 6 are considered likely extirpated; at least some portions of 4 *Pismo clarkia* CNDDDB occurrences are known to be extant; and the remaining 14 are presumed extant. Two other locations, one for Dana Reserve Specific Plan and another identified from a Southern California Gas Company project and not yet included in CNDDDB, are considered extant (USFWS 2023). All CNDDDB and the two other referenced locations not yet included in the CNDDDB are located within southwestern San Luis Obispo County. This number increased by three new occurrences since the 2009 5-Year Review (USFWS 2023) within an approximate taxon's range of 40,359 hectares or 99,730 acres. Known threats to *Pismo clarkia* are habitat destruction; residential development; road maintenance activities; competition from nonnative, invasive species; overgrazing; and stochastic extinction. However, the taxon is able to sustain some level of grazing (USFWS 1998 and USFWS 2023).

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CDFW estimates that the Project will result in permanent loss of 1.09 acres of Covered Species habitat. Although the Project intersects one well documented Covered Species CNDDDB occurrence, habitat quality varies within the Project site due to previous disturbances that occurred on the property, and CDFW's assessment includes CNDDDB occurrences, Project-specific Covered Species survey results provided by the Permittees, and previous Covered Species habitat assessments conducted in the vicinity by other projects. CDFW's impact analysis of the authorized taking also includes 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: introduction or spread of invasive species; erosion and sedimentation; construction-related fugitive dust that can coat individuals and reduce photosynthesis and evapotranspiration efficiency; increased edge effects; increased competition; and habitat degradation. In addition, individuals or seed bank displaced due to habitat loss, degradation, or translocation may be unable to survive in adjacent areas if these areas are already at carrying capacity or are otherwise unsuitable for dispersal. Disturbance areas and other quantities for covered activities and the total work areas are itemized in Table 1 below.

Table 1 – Project Impacts by Location

Activities and Work Areas	Covered Activity Work Area (square feet)	Covered Activity Work Area (acres)	Cut/Fill Volume (cubic yards)
ECD 1	914.76	0.021	--
Work Area 1 Total	914.76	0.021	--
BMP-AR 2	900.00	0.021	4/4
F-2	130.68	0.003	--
ECD 2	566.28	0.013	--
Work Area 2 Total	1,596.96	0.037	4/4
BMP-AR 3-A	880.00	0.02	12/12
F-3	174.24	0.004	--
ECD 3-A	740.24	0.017	--
Work Area 3-A Total	1,794.48	0.041	12/12
BMP-RI 3-B	24,800.00	0.569	82/82
ECD 3-B	2,221.56	0.051	--
S3-B	458.00	0.011	
Work Area 3-B Total	27,479.56	0.631	82/82
BMP-RI 3-D (Channel)	7,200.00	0.165	188/188
ECD 3-D (Channel)	304.92	0.007	--
Work Area 3-D (Channel) Total	7,504.92	0.172	188/188
3-D (Slope)	875.00	0.02	0/2
S 3-D (Slope)	1,800.00	0.041	0/0

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Activities and Work Areas	Covered Activity Work Area (square feet)	Covered Activity Work Area (acres)	Cut/Fill Volume (cubic yards)
Coir Mats 3-D (Slope)	5,500.00	0.126	
ECD 3-D (Slope)	87.12	0.002	--
Work Area 3-D (Slope) Total	8,262.12	0.189	0/2
Project Total	47,552.80	1.09	286/288

Key: BMP-AR: Best Management Practice Adjacent to Roadway; BMP-RI: Best Management Practice Roadway Interior; 3-D (Channel): Channel repair; 3-D (Slope): Slope repair; ECD: Erosion Control Device; S: Staging and Stockpile; Coir Mats: Biodegradable Coir Mats; F: Fencing

VII. Incidental Take Authorization of Covered Species:

This ITP authorizes incidental take of the Covered Species and only the Covered Species as defined by the erosion control repair activities defined in the Project Description section of this ITP, which includes topsoil collection, storage, management, and redistribution (see Topsoil Collection and Stockpiling Condition of Approval). Take of the Covered Species outside of these Work Areas as defined in the Project Description is not authorized. The erosion control repair activities defined in the Project Description section of this ITP do not cover any of the initial impacts to the project site, including creation of access roads, pads, and other disturbance areas. With respect to incidental take of the Covered Species, CDFW authorizes the Permittees, their employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, as defined by the erosion control repair activities defined in the Project Description section of this ITP, 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, including the collection of seed and/or translocation of Covered Species other than as specified in the Topsoil Collection and Stockpiling Condition of Approval.

VIII. 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, as well as staging, stockpiling, and parking; swale adjacent to the roadway construction; roadway repair and placement of wearing surface; slope stabilization; channel repair; erosion control device installation; and maintenance repair activities that may/will cause take. CDFW's issuance of this ITP and Permittees' authorization to take the Covered Species are subject to Permittees' compliance with and implementation of the following Conditions of Approval:

- 1. Legal Compliance:** Permittees shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
- 2. ITP Time Frame Compliance:** Permittees shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the

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Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.

3. General Provisions:

- 3.1. Designated Representative.** Before starting Covered Activities, Permittees shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittees 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.
- 3.2. Designated Biologist(s) and/or Biological Monitor(s).** Permittees shall submit to CDFW in writing the name, qualifications, business address, contact information, and references with contact information of the Designated Biologist(s) and Biological Monitor(s) using the Biologist Resume Form (Attachment 2) or another format containing the same information. This information shall be submitted for CDFW review and approval before starting Covered Activities. The Designated Biologist(s) and Designated Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of the Covered Species and to minimize disturbance of Covered Species' habitat. The Designated Monitor(s) shall assist the Designated Biologist(s) in compliance monitoring under direction/supervision of the Designated Biologist(s). Designated Monitor responsibilities will be restricted to specific Conditions of Approval, specified by the Permittees or Designated Representative at the time their qualifications are submitted for review. Permittees shall ensure that the Designated Biologist(s) and Designated Monitor(s) are knowledgeable and experienced in the biology and natural history of the Covered Species, as well as monitoring construction activities following Conditions of Approval of an ITP. The Designated Biologist(s) and Designated Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual and seed bank of Covered Species and to minimize disturbance of Covered Species' habitat. Permittees shall obtain CDFW approval of the Designated Biologist(s) and Designated Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Designated Monitor(s) must be changed.
- 3.3. Designated Biologist(s)/Designated Monitor(s) Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist(s)/Designated Monitor(s) shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual and seed bank of the Covered Species. Permittees shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist(s)/Designated Monitor(s) in the performance of his/her duties. If the

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Designated Biologist is unable to comply with the ITP, then the Designated Biologist(s)/Designated Monitor(s) shall notify the CDFW Representative immediately. Permittees shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist(s)/Designated Monitor(s) that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.

- 3.4. Education Program.** Permittees shall conduct an education program for all persons employed or otherwise working in the Project Area before they may perform any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and natural history of the Covered Species, information about the distribution and habitat needs of the Covered Species, area of suitable habitat of the Covered Species on the property, sensitivity of the Covered Species to human activities, and its status pursuant to NPPA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittees shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittees 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. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. Permittees shall provide CDFW with a copy of the education program materials before starting Covered Activities and copies of the signed acknowledgment forms with the Monthly Compliance Reports.
- 3.5. Construction Monitoring Documentation.** The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction and monitoring 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. Permittees shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.
- 3.6. Trash Abatement.** Permittees shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittees shall ensure that trash and food items are contained and removed, ideally at daily intervals but at least once a week.

- 3.7. Dust Control.** Permittees shall implement dust control measures during Covered Activities to: (1) facilitate visibility for monitoring of the Covered Species by the Designated Biologist and (2) minimize off-site impacts to the Covered Species from fugitive dust. Permittees shall not use any substance (e.g., dust palliatives) other than water for dust control. Permittees shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 3.8. Erosion Control Materials.** Permittees shall prohibit use of synthetic based erosion control materials that will not biodegrade quickly and erosion control materials potentially harmful to Covered Species and other species, such as, in potential Covered Species' habitat.
- 3.9. Delineation of Property Boundaries.** Before starting Covered Activities, Permittees shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittees shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittees shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.
- 3.10. Delineation of Work Area Boundaries.** Before starting Covered Activities, the Permittees shall clearly delineate the boundaries of an active Work Area where the Covered Activities will occur with fencing, stakes, or flags. A Work Area is defined as the discrete zone(s) within the active Project Area where Covered Activities will occur. Permittees shall restrict all Covered Activities to within the fenced, staked, or flagged Work Area. Permittees shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that Work Area.
- 3.11. Delineation of Habitat.** Permittees shall clearly delineate habitat 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.
- 3.12. Project Access.** Project-related personnel shall access the Project Area using existing access routes only, and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittees shall ensure that vehicle speeds do not exceed 15 miles per hour to avoid Covered Species on or traversing the roads. Permittees shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. If Permittees determine 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.
- 3.13. Staging Areas.** Permittees shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally,

Permittees shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Project Access of this ITP.

- 3.14. Hazardous Waste. Permittees 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. Permittees 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.
- 3.15. CDFW Access. Permittees shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittees control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 3.16. Refuse Removal. Upon completion of Covered Activities, Permittees 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.

4. Monitoring, Notification and Reporting Provisions:

- 4.1. Notification Before Commencement. The Designated Representative shall notify CDFW before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.
- 4.2. Notification of Non-Compliance. The Designated Representative and/or Designated Biologist shall immediately notify CDFW if the Permittees are 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 and/or Designated Biologist shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with the ITP and suggested measures to remedy the situation.
- 4.3. Geographic Information Systems Data Files. Before starting Covered Activities, the Permittees shall provide CDFW with Geographic Information Systems (GIS) data files for the temporary and permanent habitat impact areas authorized under this ITP for the Covered Species. If habitat for a Covered Species will be both temporarily and permanently impacted, the Permittees shall provide one set of GIS data files for each impact type. The Permittees shall provide any additional GIS data files for the Project or related Covered Species features within 30 days of CDFW's request. All GIS data files shall be provided in a format acceptable to CDFW.

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4.4. Compliance Monitoring. The Designated Biologist shall be on-site daily for the duration of the day when Covered Activities occur. The Designated Biologist shall conduct compliance inspections a minimum of weekly during periods of inactivity and after clearing, grubbing, grading, and exclusion fencing are completed. 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 Biologist 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.

4.5. Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Compliance Monitoring 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 and the education program signed acknowledgement forms as described in Compliance Monitoring above. Monthly Compliance Reports shall also include an accounting of the number of acres that have been permanently and temporarily disturbed by the Project within each Work Area, both for the prior month, and the total since ITP issuance, if applicable; the number of acres of habitat disturbance anticipated to occur in the Project Area and each Work Area during the coming month, if applicable; a summary of compliance monitoring conducted during the previous month; and the activities authorized under the Covered Activities which occurred during the previous month and since the start of Covered 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, CDFW's Regional Office, and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Heather Rodriguez (Heather.Rodriguez@wildlife.ca.gov), the CDFW Regional Office e-mail is R4CESA@wildlife.ca.gov, and Headquarters CESA Program email is CESA@wildlife.ca.gov. 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 Permittees in writing of the new reporting schedule.

- 4.6.** CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 15 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report.
- 4.7.** Final Mitigation Report. No later than 30 days after completion of all mitigation measures, Permittees shall provide CDFW with a Final Mitigation Report via email as described in Monthly Compliance Reports above. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports; (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.
- 4.8.** Notification of Take or Damage. Permittees shall immediately notify the Designated Biologist if a Covered Species is taken or damaged by a Project-related activity, or if a Covered Species is otherwise found dead or damaged within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (559) 243-4005. The initial notification to CDFW shall include information regarding the location, species, and number of plants taken or damaged and the ITP Number. Following initial notification, Permittees 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 the plant(s), provide a photograph(s) and explanation as to cause of take or damage, and any other pertinent information.
- 4.9.** As-Built Development Plans. Permittees shall submit as-built plans and GPS files (shapefiles) to CDFW within thirty (30) days of completing Project construction. The as-built plan sheets and GPS files (shapefiles) shall delineate and quantify the extent of all Covered Activities within each Work Area and Covered Activity, including any vegetation removal, excavation, grading, and compaction; site recontouring; fence construction; removal of existing stockpile soil; repair of eroded areas; construction of swales adjacent to roadway; placement of aggregate wearing surface on repaired portion of road; heavy equipment operation; installation of ECDs (fiber roll wattles, gravel bag check dams, and silt fencing); placement of biodegradable erosion control mats; hydroseeding; materials; weed removal; and equipment laydown and storage; transporting construction materials; staging of equipment and materials, stockpiling of soils, and parking; all areas impacted within the suitable habitat for the Covered Species; and all other features

associated with the Project. The as-built plans shall include an estimate of the permanent disturbance during construction by highlighting the estimated disturbance areas on the as-built plan sheets. The plan scale shall be 1":250' (one inch to 250 feet) or smaller. Plans shall be derived from survey data acquired after Project construction and shall be verified by the Designated Biologist(s). The plans shall be submitted in Portable Document Format (PDF) or a similar electronic format.

- 5. 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. Permittees shall implement and adhere to the following conditions to minimize take of Covered Species:
- 5.1. Herbicides Use.** Permittees shall limit herbicide use to treat and control invasive plant species only and shall only apply herbicide after hand or mechanical efforts (i.e., weed whip) have been ineffective. Permittees shall ensure that all application of herbicide is done by a licensed applicator in accordance with all applicable federal, state, and local laws and regulations. Herbicide sprays shall be use only when wind speeds are less than 10 miles per hour and all sprays shall contain a dye to prevent overspray. If herbicides must be used, Permittees shall consult with CDFW and obtain written approval from CDFW prior to application.
 - 5.2. Designated Biologist/Designated Monitor On Site.** The Designated Biologist or Designated Monitor shall be on site for the duration of the day during all Covered Activities that may result in the take of Covered Species as described in the Project Description section of this ITP.
 - 5.3. Topsoil Collection and Stockpiling.** To preserve any seedbank of the Covered Species, Permittees shall develop and submit for CDFW review and approval, a *Topsoil Collection and Stockpiling Plan*. The *Topsoil Collection and Stockpiling Plan* shall require collection of topsoil within areas of known occurrence of the Covered Species within the Project Area, as determined by the Designated Biologist. The plan shall detail: (1) location of topsoil collection areas; (2) current species composition of topsoil collection areas; (3) depth of topsoil collection; (4) how topsoil will be stored and managed; (5) locations where topsoil will be stored; and (6) locations where topsoil will be distributed following Covered Activities.
 - 5.4. Delineation of Ingress and Egress Routes.** Permittees shall flag all access roads in the field from the paved road and vehicle operation shall be limited to these designated ingress and egress routes. Access routes should be sited in accordance with Project Access.
 - 5.5. Equipment Fueling.** Permittees shall ensure that sufficient spill containment and cleanup equipment shall be present at all fueling locations and conduct any fueling

at least 150 feet away from streams and 50 feet away from suitable Covered Species habitat areas.

- 5.6. Vehicle Parking, Staging, and Stockpiling.** Permittees shall not allow vehicles parking, staging, and stockpiling to occur within suitable Covered Species habitat areas on the property, except within designated staging and stockpiling and access road areas described in the Project Description.
- 5.7. Soil Stockpiles.** Permittees shall ensure that soil stockpiles are placed where soil will not pass into any other "Waters of the State," in accordance with Fish and Game Code Section 5650. Permittees shall protect stockpiles to prevent soil erosion.
- 5.8. Vegetation Removal.** In areas where mechanical vegetation removal will take place, Permittees shall ensure vegetation is not broadcast, otherwise distributed, or left in place to cover undeveloped native soil within or adjacent to the Project Area. Permittees shall require any chipped material be chipped directly into a containment vessel (e.g., chip truck) during removal activities, hauled offsite, and properly disposed of following removal activities. Permittees shall not broadcast or otherwise use chipped material as mulch or ground cover within the Project Area or adjacent to it. Permittees shall prohibit use of masticators or other mechanical vegetation removal equipment that broadcasts woody debris or otherwise covers undeveloped native soil within or adjacent to the Project Area.
- 5.9. Invasive Plant Species Removal.** Permittees shall ensure all invasive exotic plant species, identified in the California Invasive Plant Council Inventory (<https://www.cal-ipc.org/plants/inventory/>), that are disturbed by the Project are removed from the Project Area. Permittees shall ensure invasive exotic plant species are bagged and disposed of in a manner that avoids the risk of introduction or spreading of exotic species in or around the Project Area. Permittees shall ensure invasive exotic species are not used in mulching, composting, or otherwise placed in or around the Project Area. Permittees shall not stockpile cut invasive plant material within the Project Area at any time.
- 5.10. Heavy equipment.** Permittees shall ensure heavy equipment used in implementation of Covered Activities is thoroughly washed and inspected prior to its use on site to prevent introduction of invasive, exotic plant material (seeds, etc.) from being introduced to the Project Area or adjacent Covered Species habitat.

6. 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 from implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project

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Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the protected acreage required to provide for adequate compensation.

To meet this requirement, the Permittees shall provide for both the permanent protection and management of 3.27 acres of Habitat Management (HM) lands pursuant to Habitat Management Lands Acquisition and Protection Condition of Approval below and the calculation and deposit of the management funds pursuant to Endowment Fund Condition of Approval below. 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 Security Condition of Approval below.

- 6.1. 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:
- 6.1.1. Land acquisition costs for HM lands identified in Habitat Management Lands Acquisition and Protection Condition of Approval, estimated at \$18,979.00/acre for 3.27 acres: **\$62,061.33**. Land acquisition costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements;
 - 6.1.2. All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in the Fee Title and Conservation Easement Condition of Approval estimated at: **\$250,000.00**;
 - 6.1.3. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Start-up Activities Condition of Approval, estimated at: **\$20,752.16**;
 - 6.1.4. Interim management period funding as described in Interim Management (Initial and Capital) Condition of Approval, estimated at: **\$73,370.00**;
 - 6.1.5. Long-term management funding as described in the Endowment Fund Condition of Approval, estimated at \$76,295.51/acre for 3.27 acres: **\$249,486.32**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management;
 - 6.1.6. 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 the Reimburse CDFW Condition of Approval, estimated at: **\$12,000.00**;

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6.1.7. All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to acquisition, protection, and perpetual funding and management of the HM lands. These costs include but are not limited to the cost of issuing a request for proposals, transaction costs, contract administration costs, and costs associated with monitoring the contractor's work **\$42,000.00**.

6.2. Habitat Management Lands Acquisition and Protection. To provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, the Permittees shall:

6.2.1. 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.

6.2.2. 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 Permittees 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.

6.2.3. 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;

6.2.4. 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

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applicable, the Wildlife Conservation Board and the Department of General Services;

- 6.2.5. 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. Permittees 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.
- 6.2.6. 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://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=137386&inline>) (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; and (6) installing signage.
- 6.2.7. Interim Management (Initial and Capital). Permittees shall provide for the interim management of the HM lands. The Permittees 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.

Permittees shall either (1) provide Security to CDFW for the minimum of three years of interim management that the land owner, Permittees, 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.

- 6.3. Endowment Fund. To provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation

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obligations, then the Permittees 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, Permittees 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 Start-up Activities Condition of Approval. 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, Permittees 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.

6.3.1. 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.

Permittees 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, subdivision (b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968, subdivision (b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968, subdivision (e).

Within thirty days of CDFW's receipt of Permittees' written proposal, CDFW shall inform Permittees in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081,

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subdivision (b)(3) and, if so, shall provide Permittees with a written explanation of the reasons for its determination. If CDFW does not provide Permittees with a written determination within the thirty-day period, the proposal shall be deemed consistent with section 2081, subdivision (b)(3).

6.3.2. Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittees 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 Permittees shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the Endowment Manager.

6.3.2.1. Capitalization Rate and Fees. Permittees 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.

6.3.2.2. Endowment Buffers/Assumptions. Permittees 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:

6.3.2.2.1. 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.

6.3.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.

6.3.2.2.3. 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.

6.3.3. Transfer Long-term Endowment Funds. Permittees shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.

6.3.4. 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. Permittees 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.

6.4. Reimburse CDFW. Permittees 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.

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

7.1. Security Amount. The Security shall be in the amount of **\$715,386.28** or in the amount identified in the Cost Estimates Condition of Approval specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Cost Estimates Condition of Approval, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.

- 7.2. Security Form.** The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
- 7.3. 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.
- 7.4. Security Holder.** The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 7.5. Security Transmittal.** Permittees shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 4) or by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.
- 7.6. Security Drawing.** The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittees have failed to comply with the Conditions of Approval of this ITP.
- 7.7. Security Release.** The Security (or any portion of the Security then remaining) shall be released to the Permittees 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.

Even if Security is provided, the Permittees 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 Permittees 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 Permittees do 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 Permittees 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.

X. Stop-Work Order:

If CDFW determines the Permittees have violated any term or condition of this ITP or has engaged in unlawful take, CDFW may issue Permittees a written stop-work order instructing the Permittees 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 or NPPA endangered, rare, or candidate species, regardless of whether that species is a Covered Species under this ITP. Permittees shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittees, CDFW may extend any stop-work order issued to Permittees for a period not to exceed 30 additional days.

If Permittees fail to remedy the violation or to 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 Permittees to implement the Project pursuant to NPPA. This ITP does not necessarily create an entitlement to proceed with the Project. Permittees are responsible for complying with all other applicable federal, state, and local law.

XIII. Notices:

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 Permittees. Notices, reports, and other communications shall reference the Project name, Permittees, and ITP Number (2081-2024-002-04) in a cover letter and on any other associated documents.

Incidental Take Permit
No. 2081-2024-002-04
DARIN AND CAROLYN KRUSE
TRIPLE R RANCH EROSION CONTROL AND STABILIZATION PROJECT

Original cover with attachment(s) to:

Julie A. Vance, Regional Manager
California Department of Fish and Wildlife
1234 East Shaw Avenue
Fresno, California 93710
Telephone (559) 243-4005
R4CESA@wildlife.ca.gov

and a copy to:

Habitat Conservation Planning Branch
California Department of Fish and Wildlife
CESA@wildlife.ca.gov

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

Heather Rodriguez
California Department of Fish and Wildlife
1234 East Shaw Avenue
Fresno, California 93710
Telephone (559) 578-0836
Heather.Rodriguez@wildlife.ca.gov

XIV. Compliance with the California Environmental Quality Act:

As the "public agency which has the principal responsibility of approving the Project," (Pub. Resources Code, § 21067), CDFW is the lead agency for the Project for purposes of complying with the California Environmental Quality Act (CEQA, Pub. Resources Code, § 21000 *et seq.*). CDFW has determined that this Project is exempt from CEQA because it is an action "necessary to prevent or mitigate an emergency" (Pub. Resources Code, §21080, subd. (b)(4).) and "necessary to maintain service essential to the public health, safety or welfare, including those that require a reasonable amount of planning to address an anticipated emergency" (Cal. Code Regs., tit. 14, §15269, subd. (b).) CDFW has filed a Notice of Exemption for the Project.

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. Furthermore, to the extent the potential for such effects exists, CDFW finds 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.

Incidental Take Permit
No. 2081-2024-002-04
DARIN AND CAROLYN KRUSE

TRIPLE R RANCH EROSION CONTROL AND STABILIZATION PROJECT

XV. Findings Pursuant to CESA:

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in the NPPA, CESA, and related regulations. (Fish & G. Code § 1907, 2081, subs. (b)-(c); Cal. Code Regs., tit. 14, §§ 786.9 subs. (b), 783.4, subs. (a)-(b), 783.5, subd. (c)(2))

CDFW finds based on the CEQA statutory exemption and substantial evidence in the ITP application 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 NPPA:

- (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, 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 3.33 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 Permittees' 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) Permittees have 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,

Incidental Take Permit
No. 2081-2024-002-04
DARIN AND CAROLYN KRUSE

TRIPLE R RANCH EROSION CONTROL AND STABILIZATION PROJECT

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 Permittees as necessary to avoid jeopardy and as required by law.

XVI. Attachments:

- FIGURE 1 Project Vicinity Map
- FIGURE 2 Map of Work Area 1
- FIGURE 3 Map of Work Area 2
- FIGURE 4 Map of Work Area 3-A
- FIGURE 5 Map of Work Area 3-B
- FIGURE 6 Map of Work Area 3-D (Channel)
- FIGURE 7 Map of Work Area 3-D (Slope)
- ATTACHMENT 1 Mitigation Monitoring and Reporting Program (MMRP)
- ATTACHMENT 2 Biologist Resume Form
- ATTACHMENT 3 Letter of Credit
- ATTACHMENT 4 Mitigation Payment Transmittal Form

References:

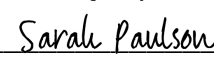
California Department of Fish and Wildlife (CDFW). 2023. Biogeographic Information and Observation System (BIOS). <https://www.wildlife.ca.gov/Data/BIOS>.

United States Fish and Wildlife Service (USFWS). 2023. *Clarkia speciosa* ssp. *immaculata* (Pismo clarkia) 5-Year Review: Summary and Evaluation. Ventura Fish and Wildlife Office. Ventura, California.

USFWS. 1998. Recovery Plan for the Morro Shoulderband Snail and Four Plants from Western San Luis Obispo County, California. U.S. Fish and Wildlife Service. Portland, Oregon.

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

ON 5/16/2024

DocuSigned by:

 E9964E60293D40A...
 for Julie A. Vance, Regional Manager
 Central Region

Incidental Take Permit
 No. 2081-2024-002-04
DARIN AND CAROLYN KRUSE
TRIPLE R RANCH EROSION CONTROL AND STABILIZATION PROJECT

Triple R Ranch Pismo Clarkia Survey Report

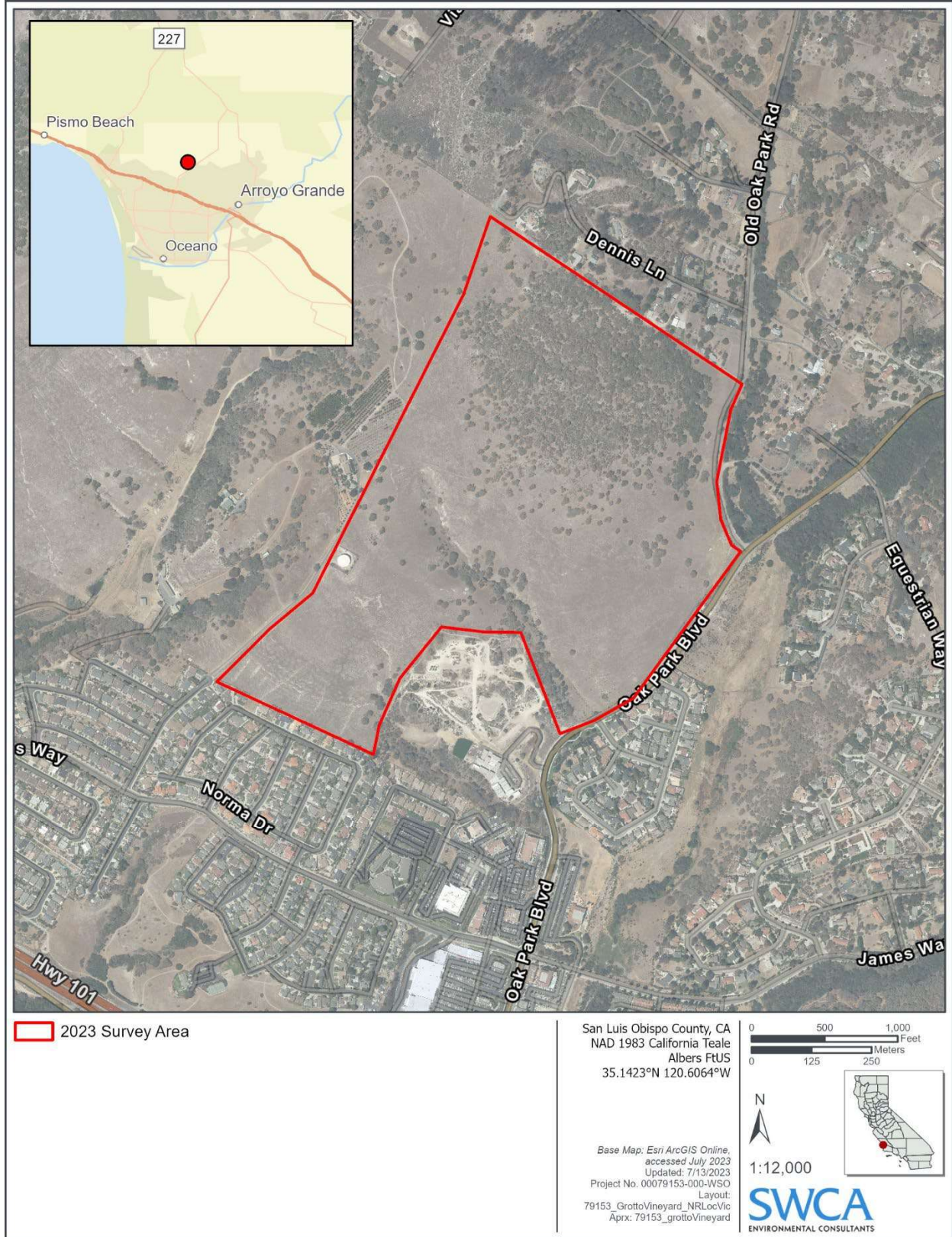


Figure 1. Project Location and Vicinity
Triple R Ranch Erosion Control and Stabilization Project
1007 Old Oak Park Road, Pismo Beach
San Luis Obispo County, California
Assessor Parcel Number: 079-261-011



Figure 2. Work Area #1.

Legend

- SWCA Suitable Habitat Boundary
- Covered Activity Linear Feet = 914.76
- Existing Access Roads



0 50 100
 Feet

- CDFW Suitable Habitat Boundary
- CDFW Suitable Habitat Plus 50-Foot Buffer



**QUEST
 PLANNING**

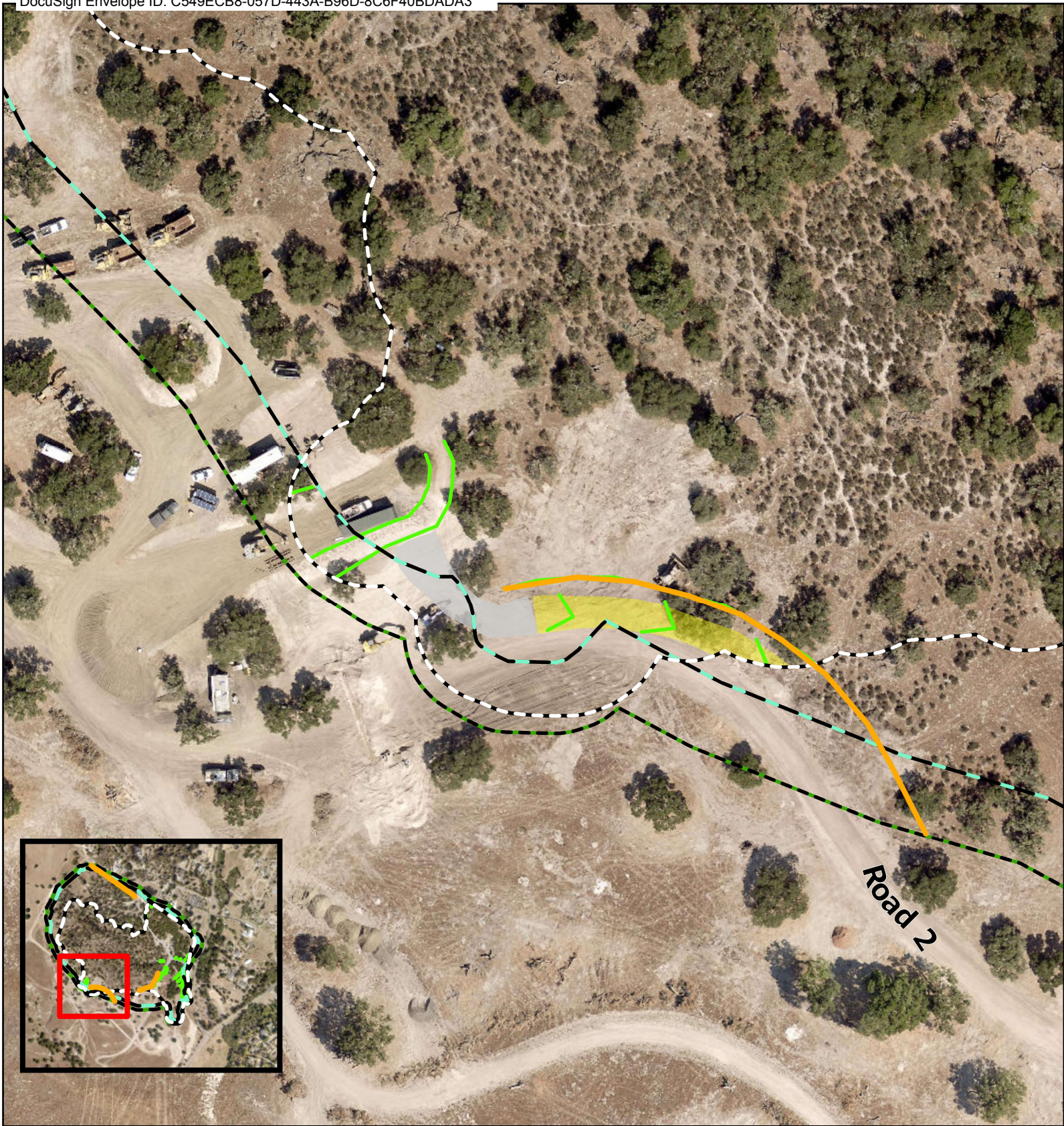
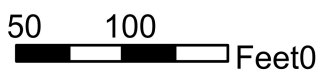


Figure 3. Work Area #2.

Legend

- SWCA Suitable Habitat Boundary
- Covered Activity Area: 0.037 ac
- Covered Activity Linear Feet: 624 LF
- Exclusionary Fencing
- Existing Access Roads



- CDFW Suitable Habitat Boundary
- CDFW Suitable Habitat Plus 50-Foot Buffer Area



**QUEST
PLANNING**

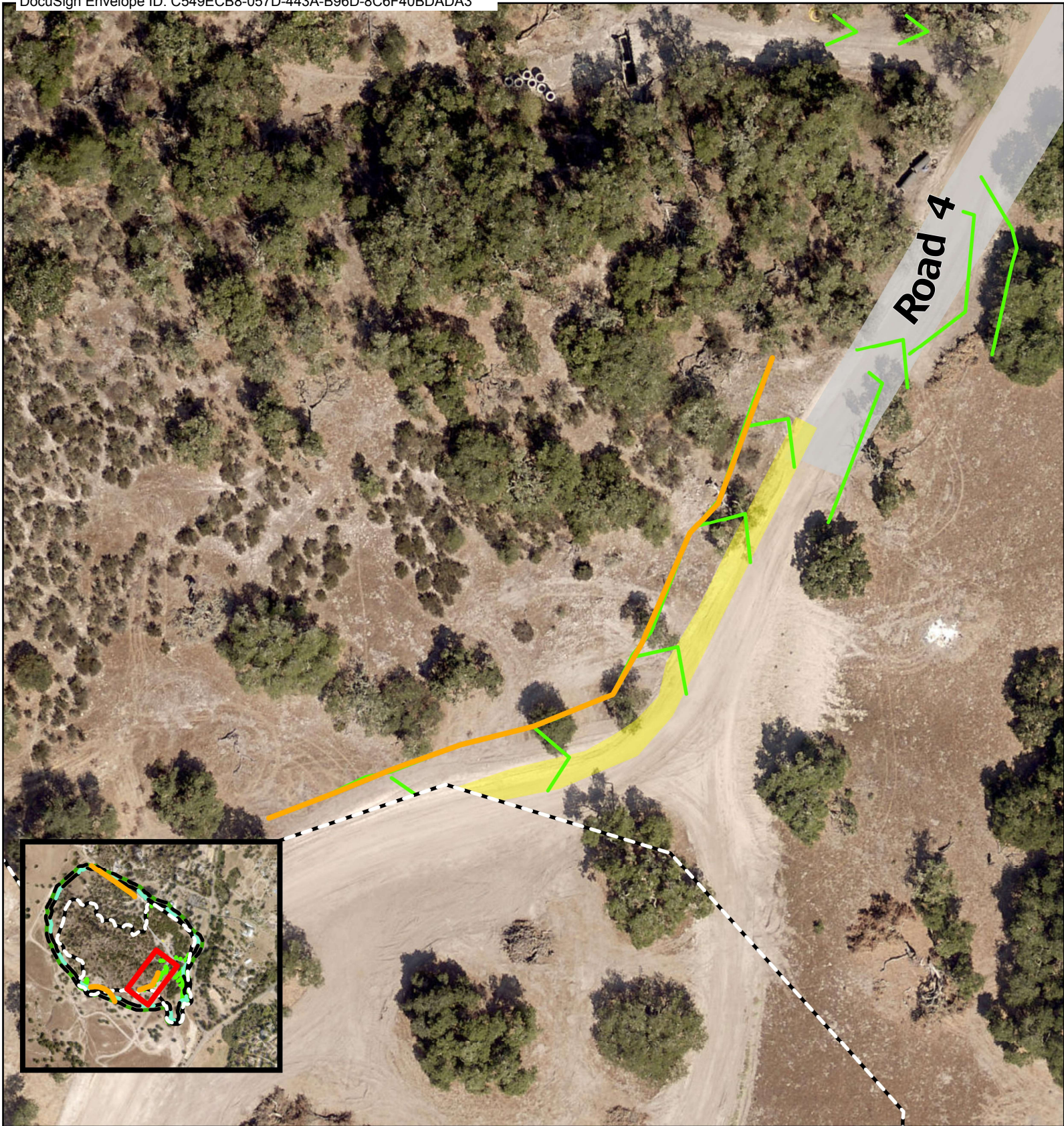





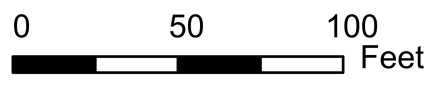




Figure 4. Work Area #3-A.

Legend

-  SWCA Suitable Habitat Boundary
-  Covered Activity Area = 0.041 ac
-  Covered Activity Linear Feet = 848 LF
-  Exclusionary Fencing
-  Existing Access Roads



-  CDFW Suitable Habitat Boundary
-  CDFW Suitable Habitat Plus 50-Foot Buffer



QUEST
PLANNING



Figure 5. Work Area #3-B.

Legend

- SWCA Suitable Habitat Boundary
- Covered Activity Area = 0.631 ac
- Covered Activity Linear Feet = 1,533 LF
- Stockpile and Staging Area = 0.011 ac
- Exclusionary Fencing

N

0 50 100
Fee

- CDFW Suitable Habitat Boundary
- CDFW Suitable Habitat Plus 50-Foot Buffer
- Existing Access Roads



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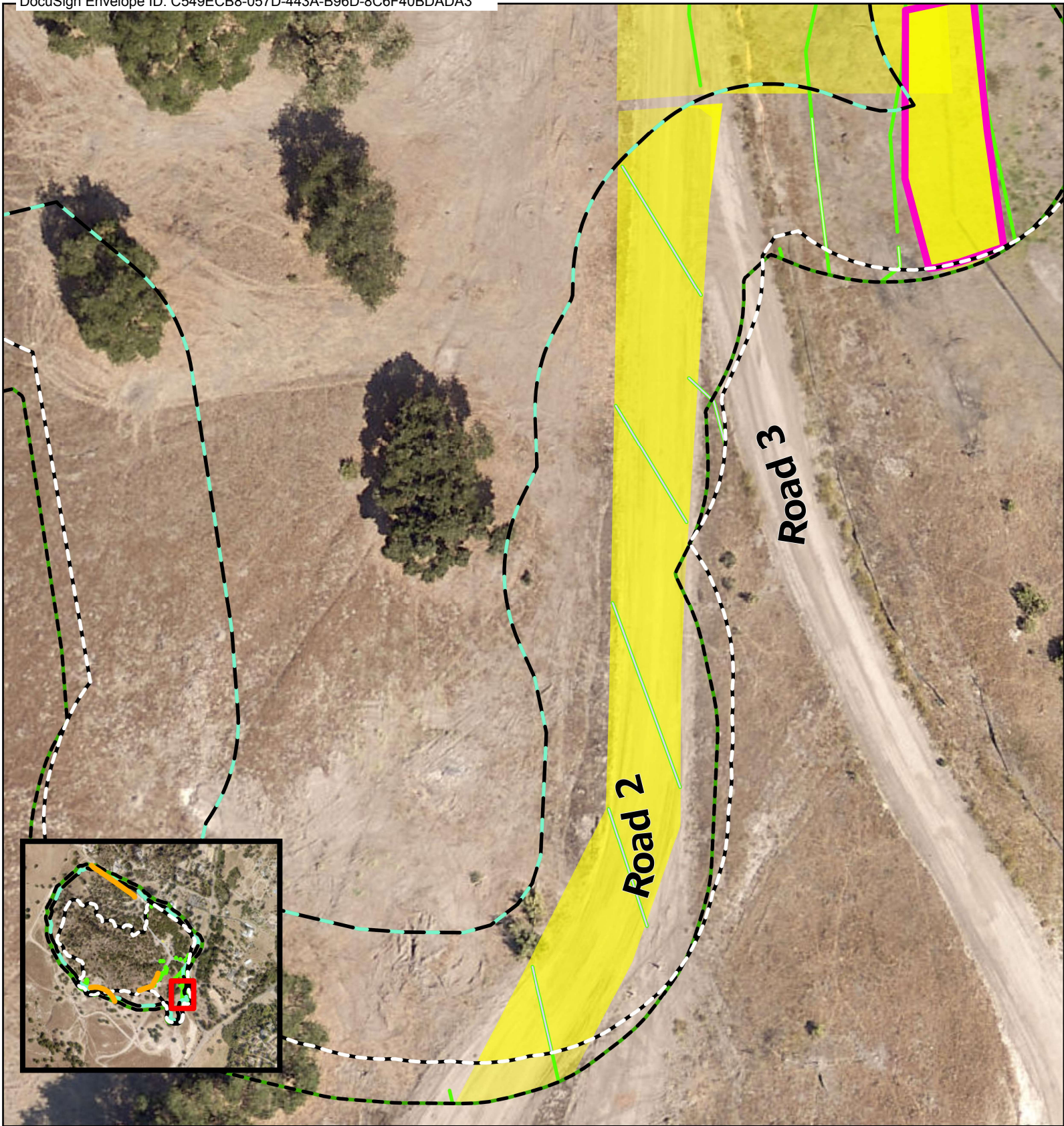


Figure 6. Work Area #3-D (Channel Repair).

Legend

- SWCA Suitable Habitat Boundary
- Covered Activity Area = 0.172 ac
- Covered Activity Linear Feet = 226 LF
- Stockpile and Staging Area = 0.041 ac (3-D (Slope))
- CDFW Suitable Habitat Boundary
- CDFW Suitable Habitat Plus 50-Foot Buffer
- Existing Access Roads

N

0 10 20 40 Feet



**QUEST
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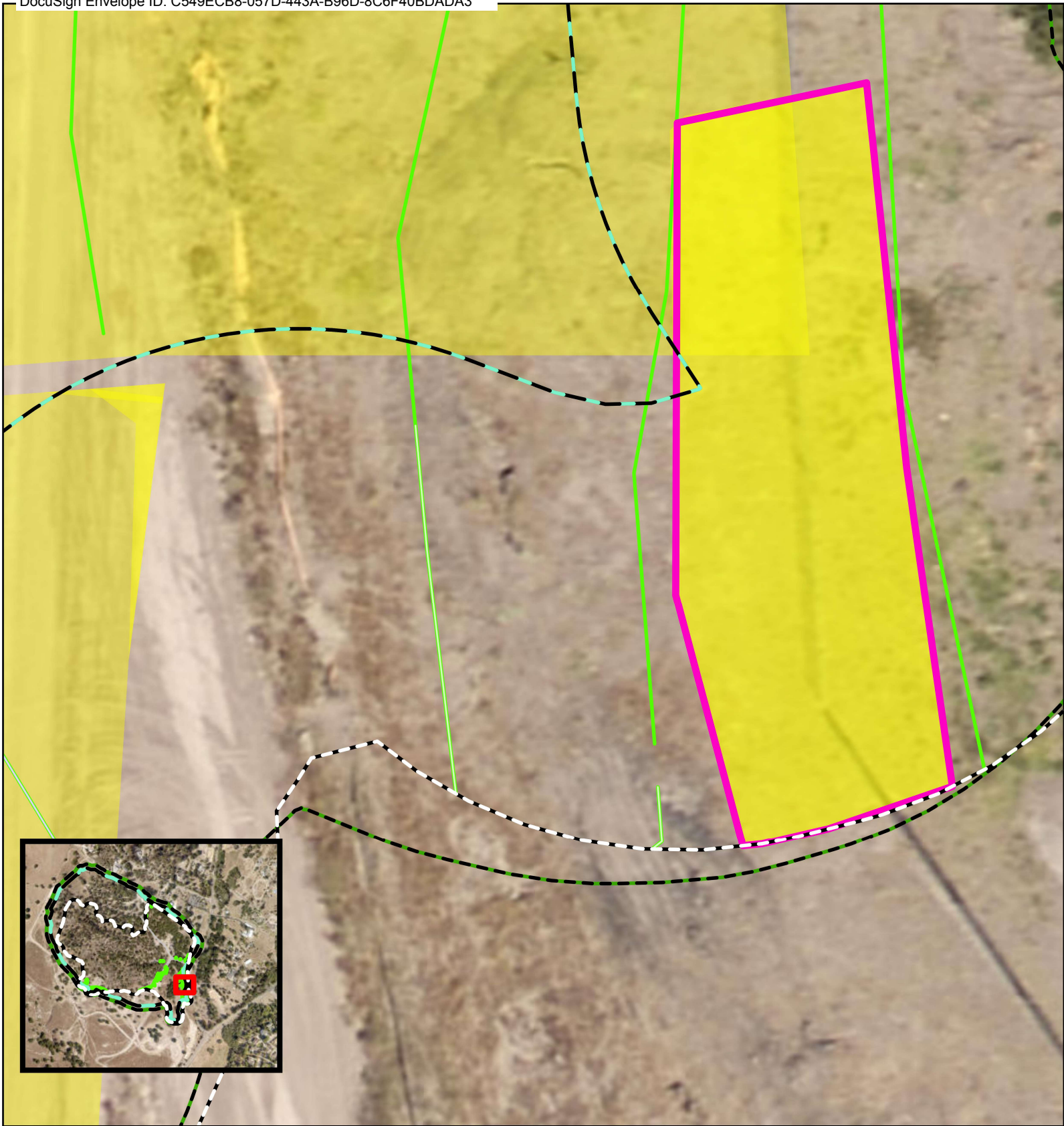
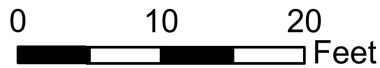


Figure 7. Work Area #3-D (Slope Repair).

Legend

- SWCA Suitable Habitat Boundary
- Covered Activity Area = 0.189 ac
- Covered Activity Linear Feet = 45 LF
- Stockpile and Staging Area = 0.041 ac



- CDFW Suitable Habitat Boundary
- CDFW Suitable Habitat Plus 50-Foot Buffer
- Existing Access Roads



QUEST
PLANNING

Attachment 1

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
NATIVE PLANT PROTECTION ACT**

INCIDENTAL TAKE PERMIT NO. 2081-2024-002-04

PERMITTEES: Darin and Caryolyn Kruse

PROJECT: Triple R Ranch Erosion Control and Stabilization Project

PURPOSE OF THE MMRP

The purpose of the 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 Permittees of the obligation to ensure the requirement is performed.

OBLIGATIONS OF PERMITTEES

Mitigation measures must be implemented within the time periods indicated in the table that appears below. Permittees have 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 Permittees 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
BEFORE DISTURBING SOIL OR VEGETATION					
1	<u>Designated Representative</u> . Before starting Covered Activities, Permittees shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittees 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.	ITP Condition # 3.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittees	
2	<u>Designated Biologist(s) and/or Designated Monitor(s)</u> . Permittees shall submit to CDFW in writing the name, qualifications, business address, contact information, and references with contact information of the Designated Biologist(s) and Biological Monitor(s) using the Biologist Resume Form (Attachment 2) or another format containing the same information. This information shall be submitted for CDFW review and approval before starting Covered Activities. The Designated Biologist(s) and Designated Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of the Covered Species and to minimize disturbance of Covered Species' habitat. The Designated Monitor(s) shall assist the Designated Biologist(s) in compliance monitoring under direction/supervision of the Designated Biologist(s). Designated Monitor responsibilities will be restricted to specific Conditions of Approval, specified by the Permittees or Designated Representative at the time their qualifications are submitted for review. Permittees shall ensure that the Designated Biologist(s) and Designated Monitor(s) are knowledgeable and experienced in the biology and natural history of the Covered Species, as well as monitoring construction activities following Conditions of Approval of an ITP. The Designated Biologist(s) and Designated Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual and seed bank of Covered Species and to minimize disturbance of Covered Species' habitat. Permittees shall obtain CDFW approval of the Designated Biologist(s) and Designated Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Designated Monitor(s) must be changed.	ITP Condition # 3.2	Before commencing ground- or vegetation-disturbing activities	Permittees	
3	<u>Education Program</u> . Permittees shall conduct an education program for all persons employed or otherwise working in the Project Area before they may perform any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and natural history of the Covered Species, information about the distribution and habitat needs of the Covered Species, area of suitable habitat of the Covered Species on the property, sensitivity of the Covered Species to human activities, and its status pursuant to NPPA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittees shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittees 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. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. Permittees shall provide CDFW with a copy of the education program materials before starting Covered Activities and copies of the signed acknowledgment forms with the <u>Monthly Compliance Reports</u> .	ITP Condition # 3.4	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittees	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
4	<u>Trash Abatement</u> . Permittees shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittees shall ensure that trash and food items are contained and removed, ideally at daily intervals but at least once a week.	ITP Condition # 3.6	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittees	
5	<u>Dust Control</u> . Permittees shall implement dust control measures during Covered Activities to: (1) facilitate visibility for monitoring of the Covered Species by the Designated Biologist and (2) minimize off-site impacts to the Covered Species from fugitive dust. Permittees shall not use any substance (e.g., dust palliatives) other than water for dust control. Permittees shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.	ITP Condition # 3.7	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittees	
6	<u>Delineation of Property Boundaries</u> . Before starting Covered Activities, Permittees shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittees shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittees shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.	ITP Condition # 3.9	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittees	
7	<u>Delineation of Work Area Boundaries</u> . Before starting Covered Activities, the Permittees shall clearly delineate the boundaries of an active Work Area where the Covered Activities will occur with fencing, stakes, or flags. A Work Area is defined as the discrete zone(s) within the active Project Area where Covered Activities will occur. Permittees shall restrict all Covered Activities to within the fenced, staked, or flagged Work Area. Permittees shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that Work Area.	ITP Condition # 3.10	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittees	
8	<u>Delineation of Habitat</u> . Permittees shall clearly delineate habitat 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 # 3.11	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittees	
9	<u>Notification Before Commencement</u> . The Designated Representative shall notify CDFW before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.	ITP Condition # 4.1	Before commencing ground- or vegetation-disturbing activities	Permittees	
10	<u>Geographic Information Systems Data Files</u> . Before starting Covered Activities, the Permittees shall provide CDFW with Geographic Information Systems (GIS) data files for the temporary and permanent habitat impact areas authorized under this ITP for the Covered Species. If habitat for a Covered Species will be both temporarily and permanently impacted, the Permittees shall provide one set of GIS data files for each impact type. The Permittees shall provide any additional GIS data files for the Project or related Covered Species features within 30 days of CDFW's request. All GIS data files shall be provided in a format acceptable to CDFW.	ITP Condition # 4.3	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittees	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
11	<u>Habitat Management Land Acquisition</u> . Permittees shall provide for both the permanent protection and management of 3.27 acres of Habitat Management (HM) lands pursuant to <u>Habitat Management Lands Acquisition and Protection</u> Condition of Approval below and the calculation and deposit of the management funds pursuant to <u>Endowment Fund</u> Condition of Approval below. 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 <u>Security</u> Condition of Approval below.	ITP Condition # 6	Before commencing ground- or vegetation-disturbing activities	Permittees	
12	<u>Fee Title</u> . 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.	ITP Condition #6.2.1	Before commencing ground- or vegetation-disturbing activities	Permittees	
13	<u>Conservation Easement</u> . 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 Permittees 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.	ITP Condition #6.2.2	Before commencing ground- or vegetation-disturbing activities	Permittees	
14	<u>HM Lands Approval</u> . 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 #6.2.3	Before commencing ground- or vegetation-disturbing activities	Permittees	
15	<u>HM Lands Documentation</u> . 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 #6.2.4	Before commencing ground- or vegetation-disturbing activities	Permittees	
16	<u>Land Manager</u> . 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. Permittees 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 #6.2.5	Before commencing ground- or vegetation-disturbing activities	Permittees	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
17	<u>Start-up Activities</u> . 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://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=137386&inline) (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; and (6) installing signage.	ITP Condition #6.2.6	Before commencing ground- or vegetation-disturbing activities	Permittees	
18	<u>Interim Management (Initial and Capital)</u> . Permittees shall provide for the interim management of the HM lands. The Permittees 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. Permittees shall either (1) provide Security to CDFW for the minimum of three years of interim management that the land owner, Permittees, 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 #6.2.7	Before commencing ground- or vegetation-disturbing activities	Permittees	
19	<u>Endowment Fund</u> . To provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittees 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, Permittees 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 <u>Start-up Activities</u> Condition of Approval. 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, Permittees 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.	ITP Condition #6.3	Before commencing ground- or vegetation-disturbing activities	Permittees	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
20	<p><u>Identify an Endowment Manager.</u> 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>Permittees 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, subdivision (b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968, subdivision (b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968, subdivision (e).</p> <p>Within thirty days of CDFW's receipt of Permittees' written proposal, CDFW shall inform Permittees in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081, subdivision (b)(3) and, if so, shall provide Permittees with a written explanation of the reasons for its determination. If CDFW does not provide Permittees with a written determination within the thirty-day period, the proposal shall be deemed consistent with section 2081, subdivision (b)(3).</p>	ITP Condition #6.3.1	Before commencing ground- or vegetation-disturbing activities	Permittees	
21	<p><u>Calculate the Endowment Funds Deposit.</u> After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittees 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 Permittees shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the Endowment Manager.</p>	ITP Condition #6.3.2	Before commencing ground- or vegetation-disturbing activities	Permittees	
22	<p><u>Capitalization Rate and Fees.</u> Permittees 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.</p>	ITP Condition #6.3.2.1	Before commencing ground- or vegetation-disturbing activities	Permittees	
23	<p><u>Endowment Buffers/Assumptions.</u> Permittees 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:</p> <ul style="list-style-type: none"> • <u>10 Percent Contingency.</u> A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events. • <u>Three Years Delayed Spending.</u> The endowment shall be established assuming spending will not occur for the first three years after full funding. • <u>Non-annualized Expenses.</u> 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. 	ITP Conditions #6.3.2.2	Before commencing ground- or vegetation-disturbing activities	Permittees	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
24	<u>Transfer Long-term Endowment Funds.</u> Permittees shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.	ITP Condition #6.3.3	Before commencing ground- or vegetation-disturbing activities	Permittees	
25	<u>Management of the Endowment.</u> 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. Permittees 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.	ITP Condition #6.3.4	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittees	
26	<u>Reimburse CDFW.</u> Permittees 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 Conditions #6.4	Before commencing ground- or vegetation-disturbing activities	Permittees	
DURING CONSTRUCTION					
27	<u>Compliance Monitoring.</u> The Designated Biologist shall be on-site daily for the duration of the day when Covered Activities occur. The Designated Biologist shall conduct compliance inspections a minimum of weekly during periods of inactivity and after clearing, grubbing, grading, and exclusion fencing are completed. The Designated Biologist shall conduct compliance inspections to: <ol style="list-style-type: none"> (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. <p>The Designated Representative or Designated Biologist 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.</p>	ITP Condition #4.4	Entire Project	Permittees	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
28	<u>Monthly Compliance Report.</u> The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in <u>Compliance Monitoring</u> 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 and the education program signed acknowledgement forms as described in <u>Compliance Monitoring</u> above. Monthly Compliance Reports shall also include an accounting of the number of acres that have been permanently and temporarily disturbed by the Project within each Work Area, both for the prior month, and the total since ITP issuance, if applicable; the number of acres of habitat disturbance anticipated to occur in the Project Area and each Work Area during the coming month, if applicable; a summary of compliance monitoring conducted during the previous month; and the activities authorized under the Covered Activities which occurred during the previous month and since the start of Covered 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, CDFW's Regional Office, and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Heather Rodriguez (Heather.Rodriguez@wildlife.ca.gov), the CDFW Regional Office e-mail is R4CESA@wildlife.ca.gov , and Headquarters CESA Program email is CESA@wildlife.ca.gov . 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 Permittees in writing of the new reporting schedule.	ITP Condition # 4.5	Entire Project	Permittees	
29	<u>CNDDDB Observations.</u> The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 15 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report.	ITP Condition # 4.6	Entire Project	Permittees	
30	<u>Notification of Non-Compliance.</u> The Designated Representative and/or Designated Biologist shall immediately notify CDFW if the Permittees are 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 and/or Designated Biologist shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with the ITP and suggested measures to remedy the situation.	ITP Condition #4.2	Entire Project	Permittees	
31	<u>Construction Monitoring Documentation.</u> The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction and monitoring 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. Permittees shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.	ITP Condition # 3.5	Entire Project	Permittees	
32	<u>Dust Control.</u> Permittees shall implement dust control measures during Covered Activities to: (1) facilitate visibility for monitoring of the Covered Species by the Designated Biologist and (2) minimize off-site impacts to the Covered Species from fugitive dust. Permittees shall not use any substance (e.g., dust palliatives) other than water for dust control. Permittees shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.	ITP Condition # 3.7	Entire Project	Permittees	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
33	<u>Erosion Control Materials.</u> Permittees shall prohibit use of synthetic based erosion control materials that will not biodegrade quickly and erosion control materials potentially harmful to Covered Species and other species, such as, in potential Covered Species' habitat.	ITP Condition # 3.8	Entire Project	Permittees	
34	<u>Project Access.</u> Project-related personnel shall access the Project Area using existing access routes only, and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittees shall ensure that vehicle speeds do not exceed 15 miles per hour to avoid Covered Species on or traversing the roads. Permittees shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. If Permittees determine 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.	ITP Condition # 3.12	Entire Project	Permittees	
35	<u>Staging Areas.</u> Permittees shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittees shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in <u>Project Access</u> of this ITP.	ITP Condition # 3.13	Entire Project	Permittees	
36	<u>Hazardous Waste.</u> Permittees 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. Permittees 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 # 3.14	Entire Project	Permittees	
37	<u>CDFW Access.</u> Permittees shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittees control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.	ITP Condition # 3.15	Entire Project	Permittees	
38	<u>Herbicide Use.</u> Permittees shall limit herbicide use to treat and control invasive plant species only and shall only apply herbicide after hand or mechanical efforts (i.e., weed whip) have been ineffective. Permittees shall ensure that all application of herbicide is done by a licensed applicator in accordance with all applicable federal, state, and local laws and regulations. Herbicide sprays shall be use only when wind speeds are less than 10 miles per hour and all sprays shall contain a dye to prevent overspray. If herbicides must be used, Permittees shall consult with CDFW and obtain written approval from CDFW prior to application.	ITP Condition # 5.1	Entire Project	Permittees	
39	<u>Designated Biologist/Biological Monitor.</u> The Designated Biologist or Designated Monitor shall be on site for the duration of the day during all Covered Activities that may result in the take of Covered Species as described in the Project Description section of this ITP.	ITP Condition # 5.2	Entire Project	Permittees	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
40	<u>Topsoil Collection and Stockpiling.</u> To preserve any seedbank of the Covered Species, Permittees shall develop and submit for CDFW review and approval, a <i>Topsoil Collection and Stockpiling Plan</i> . The <i>Topsoil Collection and Stockpiling Plan</i> shall require collection of topsoil within areas of known occurrence of the Covered Species within the Project Area, as determined by the Designated Biologist. The plan shall detail: (1) location of topsoil collection areas; (2) current species composition of topsoil collection areas; (3) depth of topsoil collection; (4) how topsoil will be stored and managed; (5) locations where topsoil will be stored; and (6) locations where topsoil will be distributed following Covered Activities.	ITP Condition # 5.3	Entire Project	Permittees	
41	<u>Delineation of Ingress and Egress Routes.</u> Permittees shall flag all access roads in the field from the paved road and vehicle operation shall be limited to these designated ingress and egress routes. Access routes should be sited in accordance with Project Access.	ITP Condition # 5.4	Entire Project	Permittees	
42	<u>Equipment fueling.</u> Permittees shall ensure that sufficient spill containment and cleanup equipment shall be present at all fueling locations and conduct any fueling at least 150 feet away from streams and 50 feet away from suitable Covered Species habitat areas.	ITP Condition # 5.5	Entire Project	Permittees	
43	<u>Vehicle Parking, Staging, and Stockpiling.</u> Permittees shall not allow vehicles parking, staging, and stockpiling to occur within suitable Covered Species habitat areas on the property, except within designated staging and stockpiling and access road areas described in the Project Description.	ITP Condition # 5.6	Entire Project	Permittees	
44	<u>Soil Stockpiles.</u> Permittees shall ensure that soil stockpiles are placed where soil will not pass into any other "Waters of the State," in accordance with Fish and Game Code Section 5650. Permittees shall protect stockpiles to prevent soil erosion.	ITP Condition # 5.7	Entire Project	Permittees	
45	<u>Vegetation Removal.</u> In areas where mechanical vegetation removal will take place, Permittees shall ensure vegetation is not broadcast, otherwise distributed, or left in place to cover undeveloped native soil within or adjacent to the Project Area. Permittees shall require any chipped material be chipped directly into a containment vessel (e.g., chip truck) during removal activities, hauled offsite, and properly disposed of following removal activities. Permittees shall not broadcast or otherwise use chipped material as mulch or ground cover within the Project Area or adjacent to it. Permittees shall prohibit use of masticators or other mechanical vegetation removal equipment that broadcasts woody debris or otherwise covers undeveloped native soil within or adjacent to the Project Area.	ITP Condition # 5.8	Entire Project	Permittees	
46	<u>Invasive Plant Species Removal.</u> Permittees shall ensure all invasive exotic plant species, identified in the California Invasive Plant Council Inventory (https://www.cal-ipc.org/plants/inventory/), that are disturbed by the Project are removed from the Project Area. Permittees shall ensure invasive exotic plant species are bagged and disposed of in a manner that avoids the risk of introduction or spreading of exotic species in or around the Project Area. Permittees shall ensure invasive exotic species are not used in mulching, composting, or otherwise placed in or around the Project Area. Permittees shall not stockpile cut invasive plant material within the Project Area at any time.	ITP Condition # 5.9	Entire Project	Permittees	
47	<u>Heavy Equipment.</u> Permittees shall ensure heavy equipment used in implementation of Covered Activities is thoroughly washed and inspected prior to its use on site to prevent introduction of invasive, exotic plant material (seeds, etc.) from being introduced to the Project Area or adjacent Covered Species habitat.	ITP Condition # 5.10	Entire Project	Permittees	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
48	<u>Notification of Take or Damage.</u> Permittees shall immediately notify the Designated Biologist if a Covered Species is taken or damaged by a Project-related activity, or if a Covered Species is otherwise found dead or damaged within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (559) 243-4005. The initial notification to CDFW shall include information regarding the location, species, and number of plants taken or damaged and the ITP Number. Following initial notification, Permittees 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 the plant(s), provide a photograph(s) and explanation as to cause of take or damage, and any other pertinent information.	ITP Condition #4.8	Entire Project	Permittees	
49	<u>Designated Biologist(s)/Designated Monitor(s) Authority.</u> To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist(s)/Designated Monitor(s) shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual and seed bank of the Covered Species. Permittees shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist(s)/Designated Monitor(s) in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist(s)/Designated Monitor(s) shall notify the CDFW Representative immediately. Permittees shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist(s)/Designated Monitor(s) that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.	ITP Condition # 3.3	Entire Project	CDFW	
POST-CONSTRUCTION					
50	<u>Refuse Removal.</u> Upon completion of Covered Activities, Permittees 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 # 3.16	Post-construction	Permittees	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
51	<u>As-Built Development Plans</u> . Permittees shall submit as-built plans and GPS files (shapefiles) to CDFW within thirty (30) days of completing Project construction. The as-built plan sheets and GPS files (shapefiles) shall delineate and quantify the extent of all Covered Activities within each Work Area and Covered Activity, including any vegetation removal, excavation, grading, and compaction; site recontouring; fence construction; removal of existing stockpile soil; repair of eroded areas; construction of swales adjacent to roadway; placement of aggregate wearing surface on repaired portion of road; heavy equipment operation; installation of ECDs (fiber roll wattles, gravel bag check dams, and silt fencing); placement of biodegradable erosion control mats; hydroseeding; materials; weed removal; and equipment laydown and storage; transporting construction materials; staging of equipment and materials, stockpiling of soils, and parking; all areas impacted within the suitable habitat for the Covered Species; and all other features associated with the Project. The as-built plans shall include an estimate of the permanent disturbance during construction by highlighting the estimated disturbance areas on the as-built plan sheets. The plan scale shall be 1":250' (one inch to 250 feet) or smaller. Plans shall be derived from survey data acquired after Project construction and shall be verified by the Designated Biologist(s). The plans shall be submitted in Portable Document Format (PDF) or a similar electronic format.	ITP Condition # 4.9	Post-construction	Permittees	
52	<u>Final Mitigation Report</u> . No later than 30 days after completion of all mitigation measures, Permittees shall provide CDFW with a Final Mitigation Report via email as described in <u>Monthly Compliance Reports</u> above. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all <u>Monthly Compliance Reports</u> ; (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.	ITP Condition # 4.7	Post-construction and after completion of mitigation	Permittees	
53	CDFW accepts the Final Mitigation Report as complete.	ITP Condition # 4.7	Post-construction	CDFW	

ATTACHMENT 2

PLEASE NOTE: While use of this form is not mandatory, CDFW strongly recommends completing this form as it will ensure the receipt of adequate information and expedite CDFW review of biologist qualifications.

Name of Biologist & Contact Information

Education: (include year graduated)

Training/Workshops: (please be prepared to provide copies of certificates upon request; these should be related to the Covered Species (or similar species) in the Incidental Take Permit)

Certifications: (please provide any copies of a CDFW Scientific Collecting Permit, MOU, or USFWS 10(a)(1)(A)) permit; these should be related to the Covered Species (or similar species) in the Incidental Take Permit)

Species Name #1 (Example: Pismo clarkia)

Project Name #1 (list the information below for all projects (separately) where biologist worked with this species; please only include projects on the resume that demonstrate experience with the Covered Species (or similar species) in the ITP)

Location:

Project date completed: To and from date (month and year)

Incidental Take Permit (ITP) # (and Other Agency Permits):

Lead biologist Information: Name and contact information (phone number and email address)

Reference: Name and contact information, if different from above (phone number and email address)

Work description:

Estimated Survey Hours:

Estimated Monitoring Hours:

Individuals Observed:

Individuals Handled:

Project Name #2

Location:

Project date completed: To and from date (month and year)

Incidental Take Permit (ITP) # (and Other Agency Permits):

Lead biologist Information: Name and contact information (phone number and email address)

Reference: Name and contact information, if different from above (phone number and email address)

Work description:

Estimated Survey Hours:

Estimated Monitoring Hours:

Individuals Observed:

Individuals Handled:

Project Name #3 ...

Species Name #3 (Example: Similar or related species to Pismo clarkia)

Project Name #1 (list the information below for all projects (separately) where the biologist worked with this species)

Location:

Project date completed: To and from date (month and year)

Incidental Take Permit (ITP) # (and Other Agency Permits):

Lead biologist Information: Name and contact information (phone number and email address)

Reference: Name and contact information, if different from above (phone number and email address)

Work description:

Estimated Survey Hours:

Estimated Monitoring Hours:

Individuals Observed:

Individuals Handled:

Project Name #2

Location:

Project date completed: To and from date (month and year)

Incidental Take Permit (ITP) # (and Other Agency Permits):

Lead biologist Information: Name and contact information (phone number and email address)

Reference: Name and contact information, if different from above (phone number and email address)

Work description:

Estimated Survey Hours:

Estimated Monitoring Hours:

Individuals Observed:

Individuals Handled:

Project Name #3 ...

Include any other relevant information to the Covered Species or implementation of Conditions of Approval in the ITP

Attachment 3

[Financial institution letterhead]

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

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

[*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.

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

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: _____

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

Please send this form to asbmitigation@wildlife.ca.gov