



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

California Endangered Species Act
Incidental Take Permit No. 2081-2018-084-04

SEA HAVEN PROJECT

I. Authority:

This California Endangered Species Act (CESA) incidental take permit (ITP) is issued by the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, Title 14, section 783.0 et seq. CESA prohibits the take¹ of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.² However, CDFW may authorize the take of any such species by permit pursuant to the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c). (See Cal. Code Regs., tit. 14, § 783.4).

Permittee:	Marina Developers, Inc.
Principal Officer:	Joshua Peterson
Contact Person:	Adrienne Burns, 559-779-3971
Mailing Address:	Marina Developers, Inc. 2505 Alluvial Avenue Clovis, California 93611

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 **July 31, 2034**.

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

¹Pursuant 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".])

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

III. Project Location:

The Sea Haven Project (Project) is located within the former Fort Ord Military Reservation, specifically within the northwestern quadrant at the intersection of California Avenue and Imjin Parkway, within the City of Marina, Monterey County (Figure 1). The Project site is a subsection of a 25-acre parcel known as "Phase 5b" within Monterey County Assessor's Parcel Number (APN) 031-271-019 (Figure 2). There is an isolated inholding parcel (APN 031-271-010) within the boundaries of Phase 5b that is owned by the City of Marina; this isolated parcel is not part of the Project nor is it afforded take coverage by this ITP. Phase 5b is at approximately 36.667 longitude, -121.794 latitude, and is bounded by Marina Heights Drive to the northeast, California Avenue to the northwest, and Imjin Parkway to the southwest. Generally, Phase 5b is within the United States Geological Survey 7.5-Minute Marina quadrangle map, within Township 14S, Range 2E, Section N/A, Mount Diablo Base and Meridian.

IV. Project Description:

The Project is a portion of Phase 5b, which is one component of a larger 248-acre and partially developed 1,050-unit residential subdivision: the master planned community of "Sea Haven." The larger subdivision was previously under management by Cypress Marina Heights, L.P. A separate ITP (No. 2081-2005-029-03) was issued under the project name "Marina Heights" and expired June 30, 2010. The previous developer demolished and removed remnant military buildings, completed horizontal improvements (e.g., vegetation removal, grading, cutting roads, installing utilities, and paving roads, sidewalks, and gutters), and vertical improvements (e.g., housing units, parks, landscaping, lighting, parking areas) on the majority of the larger residential subdivision. Since then, Permittee acquired the property in April of 2018 and has continued construction within other phases of the residential subdivision.

Phase 5b is a remaining 25-acre parcel within the larger 248-acre residential subdivision and is the last phase of the residential project; other phases of the larger residential project are currently under construction. The proposed Project activities involve the development of Phase 5b; however, only a 2.9-acre undeveloped habitat portion of Phase 5b is included in this ITP's take authorization (Figure 2).

Project activities include vegetation removal, grading, excavating, utility installation, paving, landscaping, and the construction of residential units. Ground-disturbing activities will include trenching to facilitate utility removal and replacement within the site. After utility removal and replacement, new roadways will be constructed, followed by construction of residences. Construction equipment will include chippers, excavators, backhoes, graders, pavers, rollers, bulldozers, concrete trucks, flatbed trucks, forklifts, dump trucks, and water trucks. The existing roads of California Avenue, Marina Heights Drive, Abrams Drive, and Imjin Parkway will provide access to Phase 5b. Staging areas for equipment and supplies will occur within Phase 5b.

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

This ITP covers the following species:

<u>Name</u>	<u>CESA Status</u> ³
1. Monterey gilia (<i>Gilia tenuiflora</i> ssp. <i>arenaria</i>)	Threatened 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 of the Covered Species. The activities described above are expected to result in incidental take of individuals of the Covered Species include foot traffic, vehicle traffic, vegetation removal, grading, excavating, trenching, utility installation, paving, landscaping, the construction of residential units, and seed collection and habitat restoration and enhancement activities associated with restoration efforts required by this ITP at the Habitat Management Lands (Covered Activities). Please note that once landscaping is installed, routine landscape maintenance is not a Covered Activity, and is thus not included in the take authorization of this ITP. In addition, development activities occurring outside of the 2.9-acre undeveloped habitat portion of Phase 5b depicted in Figure 2 or on APN 031-271-010 (owned by the City of Marina at the time of ITP issuance) are not Covered Activities under this ITP.

Incidental take of individuals of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities such as habitat loss and modification; trampling by construction personnel and/or earthmoving equipment; removal of soil that render parts of the seed bank for the Covered Species inviable or causes the seed bank 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 growth; and failed attempts at translocation of the Covered Species. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of capture if individuals and/or seed are salvaged, collected, and/or translocated from the 2.9-acre portion of Phase 5b shown in Figure 2. The areas where authorized take of the Covered Species is expected to occur is restricted to the 2.9-acre portion of Phase 5b shown in Figure 2 and the Habitat Management Lands within APN 031-271-008 (collectively, the Project Area).

The Project Area lies within the western portion of the United States Department of the Army’s former Fort Ord and overlaps with portions of an extant California Natural Diversity Database (CNDDDB) occurrence (Occurrence # 31) of the Covered Species which historically was reported to have contained 698 individuals, though not all of these individuals were detected within the Project Area (CDFW 2024). The United States Fish and Wildlife Service (USFWS 2008) 5-Year Review for the Covered Species reported this occurrence as being among known records surrounding the City of Marina which contain high quality habitat and a

³ Under CESA, a species may be on the list of endangered species, the list of threatened species, or the list of candidate species.

⁴ See Cal. Code Regs. tit. 14 § 670.2, subd. (b)(12)(A).

high density of individuals of the Covered Species. That report also stated that development of lands along the western edge of the former Fort Ord, specifically containing this occurrence record will “constitute the loss of some of the most productive and high density occupied inland habitat known” for the Covered Species and cites transfer of lands from the former Fort Ord to other agencies as being “one of the largest factors affecting the long-term persistence of” the Covered Species (USFWS 2008). Project-specific Covered Species surveys conducted between 2018 and 2024 resulted in detections ranging from a minimum of 17 individuals observed in 2018 to a maximum of 160 individuals observed in 2023 (Figure 2).

The Project will result in the permanent loss of 2.9 acres of Covered Species habitat. Although the Project intersects a well-documented Covered Species CNDDDB occurrence, habitat quality varies within the Project Area, and CDFW’s assessment includes CNDDDB occurrences, Project-specific Covered Species survey results provided by the Permittee, and previous Covered Species habitat assessments conducted in the vicinity by other Projects. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project’s incremental contribution to cumulative impacts (indirect impacts). These impacts include introduction or spread of invasive species; construction-related fugitive dust that can coat individuals and reduce photosynthesis and evapotranspiration efficiency; increased edge effects; and habitat degradation. In addition, individuals 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.

VII. Incidental Take Authorization of Covered Species:

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

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, staging and parking, and ground-disturbing activities that may/will cause take. CDFW’s issuance of this ITP and Permittee’s authorization to take the Covered Species are subject to Permittee’s compliance with and implementation of the following Conditions of Approval:

- 1. Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.

2. California Environmental Quality Act (CEQA) Compliance: Permittee shall implement and adhere to the mitigation measure related to the Covered Species in the Biological Resources section of the Environmental Impact Report (SCH No.: 2003021012) certified by the City of Marina on March 3, 2004, as lead agency for the Project pursuant to CEQA (Pub. Resources Code, § 21000 et seq.).

3. ITP Time Frame Compliance: Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.

4. General Provisions:

4.1. Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.

4.2. Designated Biologist(s) and/or Designated Monitor(s). Permittee shall submit to CDFW in writing the name, qualifications, business address, contact information, and references with contact information of Designated Biologist(s) and Designated Monitor(s) using the Biologist Resume Example (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 a specific set of Conditions of Approval, specified by the Permittee or Designated Representative at the time their qualifications are submitted for review. Permittee shall ensure that the Designated Biologist(s) and Designated Monitor(s) are knowledgeable and experienced in the Covered Species' biology, natural history, as well as monitoring construction activities following Conditions of Approval of an ITP. Permittee 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.

4.3. Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist(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 of the Covered Species. Permittee shall provide unfettered access to the Project Area and otherwise facilitate the Designated Biologist(s) in the performance of their duties. If the Designated Biologist(s) is/are unable to comply with the ITP, then the Designated Biologist(s) shall notify the CDFW Representative immediately. Permittee 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) 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.

- 4.4. Education Program.** Permittee shall conduct an education program for all persons employed or otherwise working within the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist(s) 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; sensitivity of the Covered Species to human activities; its status pursuant to CESA including legal protection, recovery efforts, penalties for violations; Project-specific protective measures described in this ITP; and the areas where authorized take of the Covered Species is expected to occur and is restricted to (the 2.9-acre Project Area). Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry within the Project Area. Permittee shall provide interpretation and translation services for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work within the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work within the Project Area.
- 4.5. Construction Monitoring Documentation.** The Designated Biologist(s) and Designated Monitor(s) shall maintain construction-monitoring documentation onsite in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.
- 4.6. Trash Abatement.** Permittee shall initiate a trash abatement program before starting Covered Activities (except for seed collection) and shall continue the program for the duration of Covered Activities. Permittee shall ensure that trash

and food items are contained and removed, ideally at daily intervals but at least once a week.

- 4.7. Dust Control. Permittee shall implement dust control measures during Covered Activities to: (1) facilitate visibility for monitoring of the Covered Species by the Designated Biologist(s) and (2) minimize offsite impacts to the Covered Species from fugitive dust. Permittee shall not use any substance (e.g., dust palliatives) other than water for dust control. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 4.8. Erosion Control Materials. Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 4.9. Delineation of Property Boundaries. Before starting Covered Activities, including seed collection, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities.
- 4.10. Delineation of Habitat. Permittee shall clearly delineate habitat of the Covered Species within the 2.9-acre 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 prior to the start of Covered Activities, including seed collection.
- 4.11. Project Access. Project-related personnel shall access the Project Area using existing routes, as identified in the Project Description, and shall not cross Covered Species' habitat outside of the 2.9-acre Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 4.12. Staging Areas. Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked 2.9-acre Project Area unless provided for as described in the Project Access Condition of Approval of this ITP.

- 4.13. Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products offsite.
- 4.14. CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project Area and mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 4.15. Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

5. Monitoring, Notification, and Reporting Provisions:

- 5.1. 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.
- 5.2. Notification of Non-compliance. The Designated Representative and/or Designated Biologist(s) shall immediately notify CDFW if Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.
- 5.3. Geographic Information Systems Data Files. Before starting Covered Activities, the Permittee shall provide CDFW with Geographic Information Systems (GIS) data files for the permanent habitat impact areas authorized under this ITP for the Covered Species. Permittee shall provide any additional GIS data files (e.g., for Habitat Management Lands as required in the Start-up Activities Condition of Approval below) 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.
- 5.4. Compliance Monitoring. The Designated Biologist(s) shall be onsite daily when Covered Activities occur and conduct at least daily compliance inspections. The Designated Biologist shall conduct compliance inspections a minimum of monthly during periods of inactivity and after vegetation removal, grading, excavating, utility

installation, and paving, are completed (i.e. during building of residential units). The Designated Biologist(s) 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 authorized take of the Covered Species is restricted to the 2.9-acre Project Area.

The Designated Representative or Designated Biologist(s) 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.

5.5. Quarterly Compliance Report. The Designated Representative or Designated Biologist(s) shall compile the observation and inspection records identified in the Compliance Monitoring Condition of Approval into a Quarterly 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. Quarterly Compliance Reports shall also include an accounting of the number of acres that have been permanently disturbed by the Project, both for the prior quarter and the total since ITP issuance; the number of acres of habitat disturbance anticipated to occur in the Project Area during the coming quarter, if applicable; a summary of all pre-activity surveys and compliance monitoring conducted during the previous quarter; and the Covered Activities which occurred during the previous quarter. Quarterly Compliance Reports shall be due by January 15, April 15, July 15, and October 15. Quarterly Compliance Reports shall be submitted via email to the CDFW Regional and Headquarters offices and personnel listed in the Notices section of this ITP. CDFW may at any time adjust the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.

5.6. Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year identified in the Quarterly Compliance Report Condition of Approval; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each

completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.

- 5.7. CNDDDB Observations.** The Designated Biologist(s) shall submit all observations of Covered Species to CDFW's CNDDDB within 60 calendar days of the observation and the Designated Biologist(s) shall include copies of the submitted forms with the next Quarterly Compliance Report or ASR, whichever is submitted first relative to the observation.
- 5.8. Final Mitigation Report.** No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist(s) shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.
- 5.9. Notification of Take or Damage.** Permittee shall immediately notify the Designated Biologist(s) 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(s) or Designated Representative shall provide initial notification by email to CDFW at R4CESA@wildlife.ca.gov. 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, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the plant or carcass, and if possible, provide a photograph, explanation as to cause of take or damage, and any other pertinent information.
- 5.10. As-Built Development Plans.** Permittee shall submit as-built development plans to CDFW within sixty (60) days of completing Project construction. The as-built plan sheets shall delineate and quantify the extent of permanent Project features, including roads, utilities, landscaping, infrastructure, and all other facilities and 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.

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

- 6.1. Pesticide Use.** Permittee shall prohibit the use and/or application of pesticides/herbicides within the Project Area.
- 6.2. Landscaping.** Prior to implementation of Covered Activities (except seed collection and activities listed in the Habitat Restoration and Enhancement Plan), Permittee shall submit a *Landscaping Plan* to CDFW for review and approval. The Plan shall include detailed specifications for all initial landscaping installation activities (including erosion control and slope stabilization activities), such as species composition of seed mixes, seed application or planting methods, plant palettes, planting substrates (e.g., weed free straw or mulch), description and specifications of landscaping materials and their sources, and location of landscaping activities. The Plan shall: (1) include a list of species that will be used in landscaping; (2) limit landscaping to plant species that are non-invasive and not identified in the California Invasive Plant Council Inventory (<https://www.cal-ipc.org/plants/inventory/>); and (3) describe herbicide/pesticide-free methods (e.g., hand-pulling, etc.) for weed management. Because maintenance of landscaping is not a Covered Activity, the Plan shall describe clear criteria for when initial landscaping is considered complete, along with a reporting requirement to CDFW to memorialize that initial landscaping has been completed. This reporting requirement can be an element of Quarterly Compliance Reporting, as described in the Quarterly Compliance Report Condition of Approval. The Plan shall also include requirements for implementation of an open space buffer, in accordance with the Open Space Buffer Condition of Approval below, in portions of the Project Area that border (1) the isolated parcel within the Project Area (APN 031-271-010) and (2) other adjacent intact Covered Species habitat, as determined by the Designated Biologist(s) in consultation with CDFW.
- 6.3. Open Space Buffer.** Edge effects resulting from landscaping, landscaping management, and soil stabilization practices implemented within the Project Area have the potential to affect areas adjacent to the Project Area which may support potential Covered Species habitat. To prevent such edge effects, prior to initiation of Covered Activities (except seed collection and activities listed in the Habitat Restoration and Enhancement Plan) the Permittee shall submit, as an element of the *Landscaping Plan* required in the Landscaping Condition of Approval, a

requirement for implementation of an open space buffer of suitable width. The open space buffer width and areas of implementation shall be clearly described within the Landscaping Plan. In addition, the following shall be prohibited within the open space buffer: (a) use of non-manual methods of plant removal; (b) hydroseeding; (c) installation of native tree and shrub species which have the potential to encroach on sandy openings the Covered Species requires; and (d) irrigation. The *Landscaping Plan* shall also clearly describe any activities planned within the open space buffer.

- 6.4. **Vegetation Removal.** In areas where mechanical vegetation removal will take place, vegetation shall not be broadcast, otherwise distributed, or left in place to cover undeveloped native soil within or adjacent to the Project Area. Permittee 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. No chipped material shall be broadcast or otherwise used as mulch or ground cover within the Project Area or adjacent to it. Permittee 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.
- 6.5. **Invasive Exotic Plant Species Removal.** 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 shall be removed from the Project Area. Invasive exotic plant species shall be bagged and appropriately disposed of in a manner that avoids the risk of introduction or spreading of exotic species in or around the Project Area. Exotic species shall not be used in mulching, composting, or otherwise placed in or around the Project Area. Permittee shall not stockpile cut invasive plant material within the Project Area at any time.
- 6.6. **Heavy Equipment.** Heavy equipment used in implementation of Covered Activities shall be thoroughly washed and inspected prior to its use onsite to prevent introduction of invasive, exotic plant material (seeds, etc.) from being introduced to the Project Area or adjacent potential Covered Species habitat.
- 6.7. **Delineation of Ingress and Egress Routes.** Permittee 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 the Project Access Condition of Approval.

7. **Habitat Management Land Acquisition and Restoration:** 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 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 Permittee shall provide for both the permanent protection and management of 5 acres of Habitat Management (HM) lands within APN 031-271-008 pursuant to the Habitat Management Lands Acquisition and Protection Condition of Approval below and the calculation and deposit of the management funds pursuant to the Endowment Fund Condition of Approval below. Permanent protection and funding for perpetual management of HM lands must be completed, as determined in writing by CDFW, before starting Covered Activities (except for seed collection and activities listed in the Habitat Restoration and Enhancement Plan). The Permittee shall also conduct Covered Species habitat restoration and enhancement within the proposed HM Lands in accordance with the Habitat Restoration and Enhancement Condition of Approval below. Before starting Covered Activities (except for seed collection and activities listed in the Habitat Restoration and Enhancement Plan), Permittee shall also provide Security pursuant to the Security Condition of Approval for supplemental HM lands in the event that performance standards and success criteria required in Habitat Restoration and Enhancement Plan Condition of Approval are not attained to ensure full mitigation of Project-related impacts of the taking on the Covered Species.

- 7.1. 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 supplemental HM lands as follows:
- 7.1.1. Land acquisition costs for supplemental HM lands (if performance standards and success criteria in the Habitat Restoration and Enhancement Plan are unsuccessful) identified in the Habitat Management Lands Acquisition and Protection Condition of Approval below, estimated at \$851,606.00/acre for 3.2 acres: **\$2,725,139.20**. Land acquisition costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements;
 - 7.1.2. 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 Conditions of Approval estimated at: **\$450,000.00**;
 - 7.1.3. Start-up costs for HM lands, including initial site protection and enhancement costs as described in the Start-up Activities Condition of Approval, estimated at: **\$87,306.59**;
 - 7.1.4. Interim management period funding as described in the Interim Management (Initial and Capital) Condition of Approval, estimated at: **\$119,695.94**;

- 7.1.5. Long-term management funding as described in the Endowment Fund Condition of Approval, estimated at \$267,726.22/acre for 3.2 acres: **\$856,723.90**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.
- 7.1.6. 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**;
- 7.1.7. 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, estimated at: **\$42,000.00**.

7.2. 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 Permittee shall:

- 7.2.1. 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.
- 7.2.2. 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 Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the "doctrine of merger" could invalidate

the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement.

- 7.2.3. 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;
- 7.2.4. 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 applicable, the Wildlife Conservation Board and the Department of General Services;
- 7.2.5. 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. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.
- 7.2.6. 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; (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 identifying the boundaries of the conservation easement; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration and/or enhancement, if applicable; and (7) installing signage;
- 7.2.7. Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full

funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, initial habitat restoration and/or enhancement activities, and vegetation and invasive species management.

Permittee shall either (1) provide Security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.

- 7.3. Endowment Fund.** The Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with this ITP, the conservation easement, and the management plan required by the 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, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.

- 7.3.1. 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.

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

Within 30 days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the 30-day period, the proposal shall be deemed consistent with Section 2081(b)(3).

7.3.2. Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a Property Analysis Record [PAR]) to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). Note that the endowment for the easement holder should not be included in this calculation. The Permittee shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the Endowment Manager.

7.3.2.1. Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.

7.3.2.2. Endowment Buffers/Assumptions. Permittee shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:

7.3.2.2.1. 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.

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

7.3.2.2.3. 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.

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

7.3.4. 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. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds.

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

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

- 7.5. Habitat Restoration and Enhancement.** The proposed HM lands currently support maritime chaparral dominated by shrubs within Baywood sand soils. In addition, the proposed HM lands do contain a portion of CNDDDB Occurrence # 20 for the Covered Species, which is presumed extant and is described as containing high quality habitat and a high density of individuals of the Covered Species (USFWS 2008, CDFW 2024). Based on survey data submitted with the ITP application, review of aerial imagery, and a site visit conducted on May 8, 2023, the proposed HM lands generally are not comprised of a large areal extent of open substrates the Covered Species requires and contain limited areas with high densities of the Covered Species. However, site-specific surveys identified suitable habitat for the Covered Species. Surveys conducted at the site between 2022 and 2024 resulted in detections ranging from 14 individuals observed in 2022 to 303 individuals observed in 2023. Permittee shall restore and enhance the proposed HM lands to achieve ecological lift for the Covered Species. Before starting Covered Activities (except for seed collection), Permittee shall prepare a Habitat Restoration and Enhancement Plan in accordance with the Habitat Restoration and Enhancement Plan Condition of Approval below, describing restoration, enhancement, and management activities and required funding that will improve conditions for the Covered Species within the proposed HM lands.
- 7.6. Habitat Restoration and Enhancement Plan.** Before starting Covered Activities (except for seed collection), the Designated Biologist(s) shall prepare a Habitat Restoration and Enhancement Plan for the Covered Species detailing planned restoration and enhancement activities within the proposed HM Lands. At a minimum, the plan shall include the following information: (1) a discussion and map of a) the areas which represent intact Covered Species habitat and b) the areas proposed for restoration and/or enhancement; (2) a description of the existing physical and biological conditions of the restoration and enhancement areas prior to commencement of any restoration or enhancement activities; (3) a plan for the initial manual removal of non-native plant species and/or successional plant species, as applicable, trash, and debris; (4) a Covered Species planting plan including methods and timing; (5) pesticide-free procedures to ensure that non-native plants are not introduced or allowed to sustain; (6) a plan for continued manual control of non-native plant species and successional plant species; (7) land management practices that will result in ecological lift for the Covered Species; (8) monitoring, maintenance, and reporting measures and a timeline; (9) performance standards and success criteria; (10) contingency measures if restoration and/or enhancement fall below the performance standards; (11) funding required to implement restoration and enhancement activities; and (12) a specific list of activities that can be conducted at the HM Lands prior to the permanent protection and management of HM lands or funding Security. The Habitat Restoration and Enhancement Plan shall be submitted to CDFW for review and approval before starting Covered Activities (except for seed collection). Only the

approved Designated Biologist(s) is/are authorized to salvage, handle, and translocate individuals and/or seed of the Covered Species.

8. Security: The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) necessary to acquire land in the event the Permittee fails to complete the Habitat Restoration and Enhancement Condition of Approval, including performance standards and success criteria specified in the Habitat Restoration and Enhancement Plan. Seed collection and activities listed in the Habitat Restoration and Enhancement Plan may proceed prior to providing Security. Permittee shall provide Security as follows:

- 8.1. Security Amount.** The Security shall be in the amount of **\$4,292,865.63** 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 the 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.
- 8.2. Security Form.** The Security shall be in the form of an irrevocable letter of credit (Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
- 8.3. Security Timeline.** The Security shall be provided to CDFW before Covered Activities (except for seed collection and activities listed in the Habitat Restoration and Enhancement Plan) begin or within 12 months after the effective date of this ITP, whichever occurs first.
- 8.4. Security Holder.** The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 8.5. Security Transmittal.** Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (Attachment 4) or by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.
- 8.6. Security Drawing.** The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.
- 8.7. Security Release.** The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:

- Written documentation that the success criteria for the proposed HM Lands have been met pursuant to the Habitat Restoration and Enhancement Plan as described in the Habitat Restoration and Enhancement Plan Condition of Approval.

In addition to providing Security, the Permittee must complete the required acquisition, protection and transfer of the 5 acres of HM lands within APN 031-271-008, including recordation of a conservation easement before starting Covered Activities (except for seed collection and activities listed in the Habitat Restoration and Enhancement Plan). CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

IX. Amendment:

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

X. Stop-Work Order:

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

If Permittee fails to remedy the violation or 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. Compliance with Other Laws:

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

XII. 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 Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2018-084-04) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Julie A. Vance, Regional Manager
California Department of Fish and Wildlife
1234 East Shaw Avenue
Fresno, California 93710
R4CESA@wildlife.ca.gov

and a copy to:

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

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

Stephanie Manzo, Environmental Scientist
California Department of Fish and Wildlife
1234 East Shaw Avenue
Fresno, California 93710
Telephone (559) 578-0409
Stephanie.Manzo@wildlife.ca.gov

XIII. Compliance with CEQA:

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, the City of Marina. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Marina Heights Specific Plan/Abrams "B" Housing Project Final Environmental Impact Report (FEIR), (SCH No.: 2003021012) dated September 2003 that the City of Marina certified for Marina Heights Specific Plan/Abrams "B" Housing Project on March 3, 2004. At the time the lead agency certified the EIR and approved the Project, it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

This ITP, along with CDFW's related CEQA findings, which are available as a separate document, provide evidence of CDFW's consideration of the lead agency's EIR for the Project and the environmental effects related to issuance of this ITP (CEQA Guidelines,

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MARINA DEVELOPERS, INC.
SEA HAVEN PROJECT

§ 15096, subd. (f)). CDFW finds that issuance of this ITP will not result in any previously undisclosed potentially significant effects on the environment or a substantial increase in the severity of any potentially significant environmental effects previously disclosed by the lead agency. Furthermore, to the extent the potential for such effects exists, CDFW finds adherence to and implementation of the Conditions of Project Approval adopted by the lead agency, and that adherence to and implementation of the Conditions of Approval imposed by CDFW through the issuance of this ITP, will avoid or reduce to below a level of significance any such potential effects. CDFW consequently finds that issuance of this ITP will not result in any significant, adverse impacts on the environment.

XIV. Findings Pursuant to CESA:

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

CDFW finds based on substantial evidence in the ITP application, Marina Heights Specific Plan/Abrams “B” Housing Project FEIR, the results of site visits and consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection and restoration actions; (2) establishment of avoidance zones; (3) worker education; and (4) Quarterly 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 5 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 restoration, minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;
- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee’s objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;

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

XV. Attachments:

FIGURE 1	Sea Haven Project Vicinity Map
FIGURE 2	Phase 5b Project Site
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Resume Form
ATTACHMENT 3	Letter of Credit Form
ATTACHMENT 4	Mitigation Payment Transmittal Form

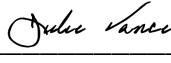
XVI. References:

California Department of Fish and Wildlife (CDFW), 2024. Biogeographic Information and Observation System (BIOS). <https://www.wildlife.ca.gov/Data/BIOS>.

United States Fish and Wildlife Service (USFWS), 2008. Monterey Gilia (*Gilia tenuiflora* ssp. *arenaria*) – 5-Year Review: Summary and Evaluation.


ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE


ON 9/13/2024

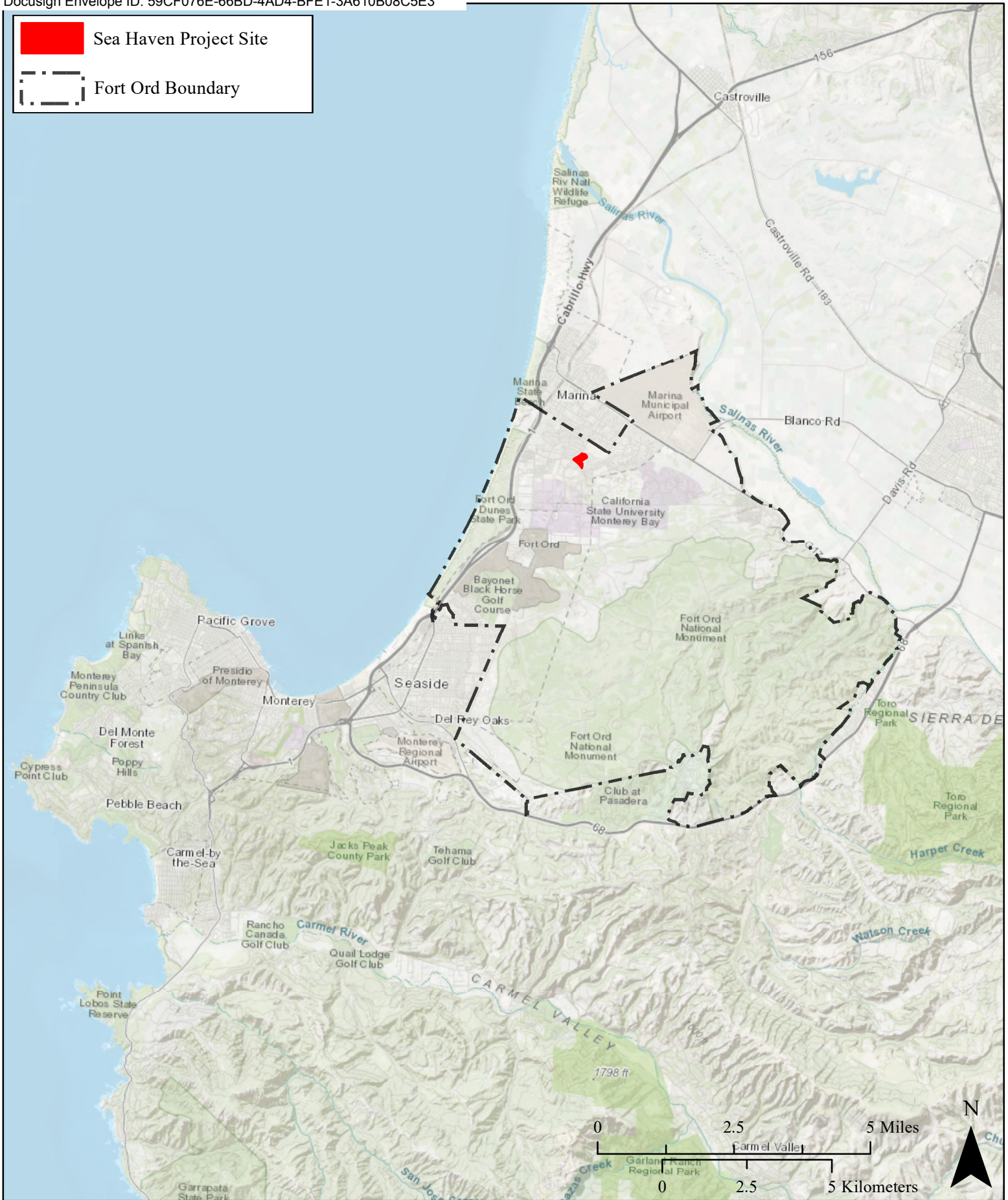
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Julie A. Vance, Regional Manager
Central Region

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SEA HAVEN PROJECT

 Sea Haven Project Site

 Fort Ord Boundary



Sea Haven Project Vicinity Map

Date: 1/10/2023






Scale: 1 in = 2 mi

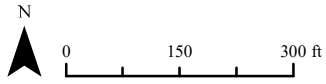
Project: 2018-39








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Figure
1



-  Phase 5b Project Site (25.0 ac)
-  Incidental Take Permit Area (2.9 ac)
- Historic Survey Results**
-  1992 Jones & Stokes Survey Results (Low Density) (1.7 ac)
-  1993-2009 CNDDDB Occurrence Reports (0.6 ac)
-  2003 Zander Survey Results (2.8 ac)





Current Survey Results (0.17 ac)¹

- 2024 Monterey Gilia Survey Results**
-  Monterey Gilia Individuals (39 Plants)
- 2023 Monterey Gilia Survey Results**
-  Monterey Gilia Individuals (32 Plants)
-  Monterey Gilia Populations (128 Plants in 0.01 ac)
- 2022 Monterey Gilia Survey Results**
-  Monterey Gilia Individuals (17 Plants)
-  Monterey Gilia Populations (11 Plants in 0.001 ac)



2020 Monterey Gilia Survey Results

-  Monterey Gilia Individuals (29 Plants)
-  Monterey Gilia Populations (126 Plants in 0.007 ac)

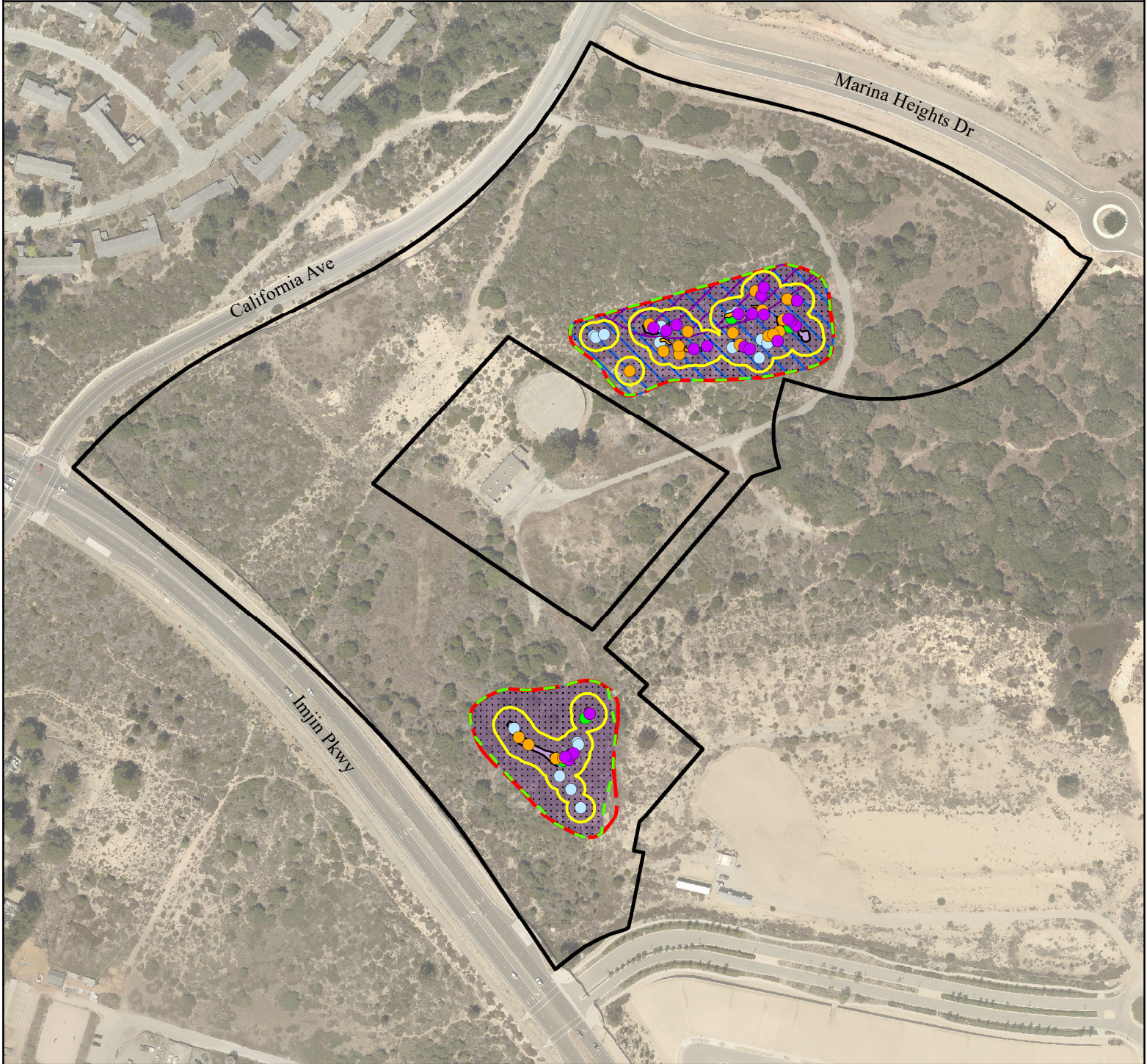
2018 Monterey Gilia Survey Results

-  Monterey Gilia Populations (17 Plants in 0.07 ac)
-  25 ft Buffer of Current Survey Results (1.4 ac)

Historic + Current Survey Results

-  J&S + CNDDDB + Zander + 25 ft Buffer of Current Survey Results (2.8 ac)
-  CNDDDB + Zander + 25 ft Buffer of Current Survey Results (2.8 ac)

¹Acreage was determined by applying a 5-foot buffer around gilia points and merging the buffer area with gilia polygons. This acreage excludes all areas of overlap.



Document Path: D:\GIS\GIS Projects\2018-39 Sea Haven\Final\Exhibit A - 2024 Monterey Gilia in Revised Permit Area.mxd

Phase 5b Project Site

Date: 4/18/2024
 Scale: 1 in = 300 ft
 Project: 2018-39



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Figure
2

Attachment 1

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

INCIDENTAL TAKE PERMIT NO. 2081-2018-084-04

PERMITTEE: Marina Developers, Inc.

PROJECT: Sea Haven 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 Permittee of the obligation to ensure the requirement is performed.

OBLIGATIONS OF PERMITTEE

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

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

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

TABLE OF MITIGATION MEASURES

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

each Status Report and the Final Mitigation Report and must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining the status.

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
BEFORE DISTURBING SOIL OR VEGETATION					
1	<u>Designated Representative</u> . Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with the ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of the ITP.	ITP Condition # 4.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	<u>Designated Biologist(s) and/or Designated Monitor(s)</u> . Permittee shall submit to CDFW in writing the name, qualifications, business address, contact information, and references with contact information of Designated Biologist(s) and Designated Monitor(s) using the Biologist Resume Example (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 a specific set of Conditions of Approval, specified by the Permittee or Designated Representative at the time their qualifications are submitted for review. Permittee shall ensure that the Designated Biologist(s) and Designated Monitor(s) are knowledgeable and experienced in the Covered Species' biology, natural history, as well as monitoring construction activities following Conditions of Approval of an ITP. Permittee 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 # 4.2	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
3	<u>Education Program</u> . Permittee shall conduct an education program for all persons employed or otherwise working within the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist(s) 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; sensitivity of the Covered Species to human activities; its status pursuant to CESA including legal protection, recovery efforts, penalties for violations; Project-specific protective measures described in the ITP; and the areas where authorized take of the Covered Species is expected to occur and is restricted to (the 2.9-acre Project Area). Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry within the Project Area. Permittee shall provide interpretation and translation services for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work within the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work within the Project Area.	ITP Condition # 4.4	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
4	<u>Trash Abatement</u> . Permittee shall initiate a trash abatement program before starting Covered Activities (except for seed collection) and shall continue the program for the duration of Covered Activities. Permittee shall ensure that trash and food items are contained and removed, ideally at daily intervals but at least once a week.	ITP Condition # 4.6	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
5	<u>Dust Control</u> . Permittee shall implement dust control measures during Covered Activities to: (1) facilitate visibility for monitoring of the Covered Species by the Designated Biologist(s) and (2) minimize offsite impacts to the Covered Species from fugitive dust. Permittee shall not use any substance (e.g., dust palliatives) other than water for dust control. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.	ITP Condition # 4.7	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
6	<u>Delineation of Property Boundaries</u> . Before starting Covered Activities, including seed collection, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities.	ITP Condition # 4.9	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
7	<u>Delineation of Habitat</u> . Permittee shall clearly delineate habitat of the Covered Species within the 2.9-acre 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 prior to the start of Covered Activities, including seed collection.	ITP Condition # 4.10	Before commencing ground- or vegetation-disturbing activities	Permittee	
8	<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 # 5.1	Before commencing ground- or vegetation-disturbing activities	Permittee	
9	<u>Geographic Information Systems Data Files</u> . Before starting Covered Activities, the Permittee shall provide CDFW with Geographic Information Systems (GIS) data files for the permanent habitat impact areas authorized under the ITP for the Covered Species. Permittee shall provide any additional GIS data files (e.g., for Habitat Management Lands as required in the <u>Start-up Activities</u> Condition of Approval below) 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 # 5.3	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
10	<p><u>Landscaping</u>. Prior to implementation of Covered Activities (except seed collection and activities listed in the <u>Habitat Restoration and Enhancement Plan</u>), Permittee shall submit a Landscaping Plan to CDFW for review and approval. The Plan shall include detailed specifications for all initial landscaping installation activities (including erosion control and slope stabilization activities), such as species composition of seed mixes, seed application or planting methods, plant palettes, planting substrates (e.g., weed free straw or mulch), description and specifications of landscaping materials and their sources, and location of landscaping activities. The Plan shall: (1) include a list of species that will be used in landscaping; (2) limit landscaping to plant species that are non-invasive and not identified in the California Invasive Plant Council Inventory (https://www.cal-ipc.org/plants/inventory/); and (3) describe herbicide/pesticide-free methods (e.g., hand-pulling, etc.) for weed management. Because maintenance of landscaping is not a Covered Activity, the Plan shall describe clear criteria for when initial landscaping is considered complete, along with a reporting requirement to CDFW to memorialize that initial landscaping has been completed. This reporting requirement can be an element of Quarterly Compliance Reporting, as described in the <u>Quarterly Compliance Report</u> Condition of Approval. The Plan shall also include requirements for implementation of an open space buffer, in accordance with the <u>Open Space Buffer</u> Condition of Approval below, in portions of the Project Area that border (1) the isolated parcel within the Project Area (APN 031-271-010) and (2) other adjacent intact Covered Species habitat, as determined by the Designated Biologist(s) in consultation with CDFW.</p>	ITP Condition # 6.2	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
11	<p><u>Open Space Buffer</u>. Edge effects resulting from landscaping, landscaping management, and soil stabilization practices implemented within the Project Area have the potential to affect areas adjacent to the Project Area which may support potential Covered Species habitat. To prevent such edge effects, prior to initiation of Covered Activities (except seed collection and activities listed in the <u>Habitat Restoration and Enhancement Plan</u>) the Permittee shall submit, as an element of the Landscaping Plan required in the <u>Landscaping</u> Condition of Approval, a requirement for implementation of an open space buffer of suitable width. The open space buffer width and areas of implementation shall be clearly described within the Landscaping Plan. In addition, the following shall be prohibited within the open space buffer: (a) use of non-manual methods of plant removal; (b) hydroseeding; (c) installation of native tree and shrub species which have the potential to encroach on sandy openings the Covered Species requires; and (d) irrigation. The Landscaping Plan shall also clearly describe any activities planned within the open space buffer.</p>	ITP Condition # 6.3	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
12	<p><u>Habitat Management Land Acquisition and Restoration</u>. 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 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.</p> <p>To meet this requirement, the Permittee shall provide for both the permanent protection and management of 5 acres of Habitat Management (HM) lands within APN 031-271-008 pursuant to the <u>Habitat Management Lands Acquisition and Protection</u> Condition of Approval below and the calculation and deposit of the management funds pursuant to the <u>Endowment Fund</u> Condition of Approval below. Permanent protection and funding for perpetual management of HM lands must be completed, as determined in writing by CDFW, before starting Covered Activities (except for seed collection and activities listed in the <u>Habitat Restoration and Enhancement Plan</u>). The Permittee shall also conduct Covered Species habitat restoration and enhancement within the proposed HM Lands in accordance with the <u>Habitat Restoration and Enhancement</u> Condition of Approval below. Before starting Covered Activities (except for seed collection and activities listed in the <u>Habitat Restoration and Enhancement Plan</u>), Permittee shall also provide Security pursuant to the <u>Security</u> Condition of Approval for supplemental HM lands in the event that performance standards and success criteria required in <u>Habitat Restoration and Enhancement Plan</u> Condition of Approval are not attained to ensure full mitigation of Project-related impacts of the taking on the Covered Species.</p>	ITP Condition # 7	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
13	<p><u>Cost Estimates.</u> 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 supplemental HM lands as follows:</p> <p>7.1.1. Land acquisition costs for supplemental HM lands (if performance standards and success criteria in the <u>Habitat Restoration and Enhancement Plan</u> are unsuccessful) identified in the <u>Habitat Management Lands Acquisition and Protection</u> Condition of Approval below, estimated at \$851,606.00/acre for 3.2 acres: \$2,725,139.20. Land acquisition costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements;</p> <p>7.1.2. All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in the <u>Fee Title</u> and <u>Conservation Easement</u> Conditions of Approval estimated at: \$450,000.00;</p> <p>7.1.3. Start-up costs for HM lands, including initial site protection and enhancement costs as described in the <u>Start-up Activities</u> Condition of Approval, estimated at: \$87,306.59;</p> <p>7.1.4. Interim management period funding as described in the <u>Interim Management (Initial and Capital)</u> Condition of Approval, estimated at: \$119,695.94;</p> <p>7.1.5. Long-term management funding as described in the <u>Endowment Fund</u> Condition of Approval, estimated at \$267,726.22/acre for 3.2 acres: \$856,723.90. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.</p> <p>7.1.6. 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 <u>Reimburse CDFW</u> Condition of Approval, estimated at: \$12,000.00;</p> <p>7.1.7. 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, estimated at: \$42,000.00.</p>	ITP Condition # 7.1	Before commencing ground- or vegetation-disturbing activities	Permittee	
14	<p><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.</p>	ITP Condition # 7.2.1	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
15	<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 Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the "doctrine of merger" could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement.	ITP Condition # 7.2.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
16	<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 # 7.2.3	Before commencing ground- or vegetation-disturbing activities	Permittee	
17	<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 # 7.2.4	Before commencing ground- or vegetation-disturbing activities	Permittee	
18	<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. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.	ITP Condition # 7.2.5	Before commencing ground- or vegetation-disturbing activities	Permittee	
19	<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; (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 identifying the boundaries of the conservation easement; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration and/or enhancement, if applicable; and (7) installing signage;	ITP Conditions # 7.2.6	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
20	<p><u>Interim Management (Initial and Capital)</u>. Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, initial habitat restoration and/or enhancement activities, and vegetation and invasive species management.</p> <p>Permittee shall either (1) provide Security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.</p>	ITP Conditions # 7.2.7	Before commencing ground- or vegetation-disturbing activities	Permittee	
21	<p><u>Endowment Fund</u>. The Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in the ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with the ITP, the conservation easement, and the management plan required by the <u>Start-up Activities</u> Condition of Approval. Endowment as used in the ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by the ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with the ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.</p>	ITP Conditions # 7.3	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
22	<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>Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e).</p> <p>Within 30 days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the 30-day period, the proposal shall be deemed consistent with Section 2081(b)(3).</p>	ITP Conditions # 7.3.1	Before commencing ground- or vegetation-disturbing activities	Permittee	
23	<p><u>Calculate the Endowment Funds Deposit.</u> After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a Property Analysis Record [PAR]) to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). Note that the endowment for the easement holder should not be included in this calculation. The Permittee shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the Endowment Manager.</p>	ITP Conditions # 7.3.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
24	<p><u>Capitalization Rate and Fees.</u> Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.</p>	ITP Conditions # 7.3.2.1	Before commencing ground- or vegetation-disturbing activities	Permittee	
25	<p><u>Endowment Buffers/Assumptions.</u> Permittee shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:</p> <p>7.3.2.2.1. 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.</p> <p>7.3.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.</p> <p>7.3.2.2.3. 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.</p>	ITP Conditions # 7.3.2.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
26	<p><u>Transfer Long-term Endowment Funds.</u> Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.</p>	ITP Condition # 7.3.3	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
27	<p><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 the ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>Notwithstanding Probate Code sections 18501-18510, the Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds.</p> <p>Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the Endowment to preserve the conservation values of the HM lands, the Endowment Manager shall process that expenditure in accordance with directions from CDFW. The Endowment Manager shall not be liable for any shortfall in the Endowment resulting from CDFW's decision to make such an expenditure.</p>	ITP Condition # 7.3.4	Before commencing ground- or vegetation-disturbing activities	Permittee	
28	<p><u>Reimburse CDFW.</u> Permittee shall reimburse CDFW for all reasonable costs incurred by CDFW related to issuance and monitoring of the 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.</p>	ITP Condition # 7.4	Before commencing ground- or vegetation-disturbing activities	Permittee	
29	<p><u>Habitat Restoration and Enhancement.</u> The proposed HM lands currently support maritime chaparral dominated by shrubs within Baywood sand soils. In addition, the proposed HM lands do contain a portion of CNDDDB Occurrence # 20 for the Covered Species, which is presumed extant and is described as containing high quality habitat and a high density of individuals of the Covered Species (USFWS 2008, CDFW 2024). Based on survey data submitted with the ITP application, review of aerial imagery, and a site visit conducted on May 8, 2023, the proposed HM lands generally are not comprised of a large areal extent of open substrates the Covered Species requires and contain limited areas with high densities of the Covered Species. However, site-specific surveys identified suitable habitat for the Covered Species. Surveys conducted at the site between 2022 and 2024 resulted in detections ranging from 14 individuals observed in 2022 to 303 individuals observed in 2023. Permittee shall restore and enhance the proposed HM lands to achieve ecological lift for the Covered Species. Before starting Covered Activities (except for seed collection), Permittee shall prepare a Habitat Restoration and Enhancement Plan in accordance with the <u>Habitat Restoration and Enhancement Plan</u> Condition of Approval below, describing restoration, enhancement, and management activities and required funding that will improve conditions for the Covered Species within the proposed HM lands.</p>	ITP Condition # 7.5	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
30	<p>Habitat Restoration and Enhancement Plan. Before starting Covered Activities (except for seed collection), the Designated Biologist(s) shall prepare a Habitat Restoration and Enhancement Plan for the Covered Species detailing planned restoration and enhancement activities within the proposed HM Lands. At a minimum, the plan shall include the following information: (1) a discussion and map of a) the areas which represent intact Covered Species habitat and b) the areas proposed for restoration and/or enhancement; (2) a description of the existing physical and biological conditions of the restoration and enhancement areas prior to commencement of any restoration or enhancement activities; (3) a plan for the initial manual removal of non-native plant species and/or successional plant species, as applicable, trash, and debris; (4) a Covered Species planting plan including methods and timing; (5) pesticide-free procedures to ensure that non-native plants are not introduced or allowed to sustain; (6) a plan for continued manual control of non-native plant species and successional plant species; (7) land management practices that will result in ecological lift for the Covered Species; (8) monitoring, maintenance, and reporting measures and a timeline; (9) performance standards and success criteria; (10) contingency measures if restoration and/or enhancement fall below the performance standards; (11) funding required to implement restoration and enhancement activities; and (12) a specific list of activities that can be conducted at the HM Lands prior to the permanent protection and management of HM lands or funding <u>Security</u>. The Habitat Restoration and Enhancement Plan shall be submitted to CDFW for review and approval before starting Covered Activities (except for seed collection). Only the approved Designated Biologist(s) is/are authorized to salvage, handle, and translocate individuals and/or seed of the Covered Species.</p>	ITP Condition # 7.6	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
31	<p>Security. The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) necessary to acquire land in the event the Permittee fails to complete the <u>Habitat Restoration and Enhancement</u> Condition of Approval, including performance standards and success criteria specified in the <u>Habitat Restoration and Enhancement Plan</u>. Seed collection and activities listed in the <u>Habitat Restoration and Enhancement Plan</u> may proceed prior to providing Security. Permittee shall provide Security as follows:</p> <p>8.1. Security Amount. The Security shall be in the amount of \$4,292,865.63 or in the amount identified in the <u>Cost Estimates</u> 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 the <u>Cost Estimates</u> Condition of Approval, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.</p> <p>8.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.</p> <p>8.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities (except for seed collection and activities listed in the <u>Habitat Restoration and Enhancement Plan</u>) begin or within 12 months after the effective date of the ITP, whichever occurs first.</p> <p>8.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.</p> <p>8.5. Security Transmittal. Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (Attachment 4) or by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.</p> <p>8.6. Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of the ITP.</p> <p>8.7. Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:</p> <ul style="list-style-type: none"> • Written documentation that the success criteria for the proposed HM Lands have been met pursuant to the <u>Habitat Restoration and Enhancement Plan</u> as described in the <u>Habitat Restoration and Enhancement Plan</u> Condition of Approval. <p>In addition to providing Security, the Permittee must complete the required acquisition, protection and transfer of the 5 acres of HM lands within APN 031-271-008, including recordation of a conservation easement before starting Covered Activities (except for seed collection and activities listed in the <u>Habitat Restoration and Enhancement Plan</u>). CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.</p>	ITP Condition # 8	Before commencing ground- or vegetation-disturbing activities (or within 12 months after ITP effective date, whichever comes first)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
DURING CONSTRUCTION					
32	<p><u>Compliance Monitoring.</u> The Designated Biologist(s) shall be onsite daily when Covered Activities occur and conduct at least daily compliance inspections. The Designated Biologist shall conduct compliance inspections a minimum of monthly during periods of inactivity and after vegetation removal, grading, excavating, utility installation, and paving, are completed (i.e. during building of residential units). The Designated Biologist(s) shall conduct compliance inspections to:</p> <ul 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 the ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that authorized take of the Covered Species is restricted to the 2.9-acre Project Area. <p>The Designated Representative or Designated Biologist(s) shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by the ITP.</p>	ITP Condition # 5.4	Entire Project	Permittee	
33	<p><u>Quarterly Compliance Report.</u> The Designated Representative or Designated Biologist(s) shall compile the observation and inspection records identified in the <u>Compliance Monitoring</u> Condition of Approval into a Quarterly Compliance Report and submit it to CDFW along with a copy of this MMRP table with notes showing the current implementation status of each mitigation measure. Quarterly Compliance Reports shall also include an accounting of the number of acres that have been permanently disturbed by the Project, both for the prior quarter and the total since ITP issuance; the number of acres of habitat disturbance anticipated to occur in the Project Area during the coming quarter, if applicable; a summary of all pre-activity surveys and compliance monitoring conducted during the previous quarter; and the Covered Activities which occurred during the previous quarter. Quarterly Compliance Reports shall be due by January 15, April 15, July 15, and October 15. Quarterly Compliance Reports shall be submitted via email to the CDFW Regional and Headquarters offices and personnel listed in the Notices section of the ITP. CDFW may at any time adjust the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.</p>	ITP Condition # 5.5	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
34	<u>Annual Status Report.</u> Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of the ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all <u>Quarterly Compliance Reports</u> for that year identified in the Quarterly Compliance Report Condition of Approval; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in this MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.	ITP Condition # 5.6	Entire Project	Permittee	
35	<u>CNDDDB Observations.</u> The Designated Biologist(s) shall submit all observations of Covered Species to CDFW's CNDDDB within 60 calendar days of the observation and the Designated Biologist(s) shall include copies of the submitted forms with the next Quarterly Compliance Report or ASR, whichever is submitted first relative to the observation.	ITP Condition # 5.7	Entire Project	Permittee	
36	<u>Notification of Non-compliance.</u> The Designated Representative and/or Designated Biologist(s) shall immediately notify CDFW if Permittee is not in compliance with any Condition of Approval of the ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in the ITP and/or this MMRP. The Designated Representative shall 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 # 5.2	Entire Project	Permittee	
37	<u>Construction Monitoring Documentation.</u> The Designated Biologist(s) and Designated Monitor(s) shall maintain construction-monitoring documentation onsite in either hard copy or digital format throughout the construction period, which shall include a copy of the ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.	ITP Condition # 4.5	Entire Project	Permittee	
38	<u>Erosion Control Materials.</u> Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.	ITP Condition # 4.8	Entire Project	Permittee	
39	<u>Project Access.</u> Project-related personnel shall access the Project Area using existing routes, as identified in the Project Description, and shall not cross Covered Species' habitat outside of the 2.9-acre Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to the ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.	ITP Condition # 4.11	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
40	<u>Staging Areas</u> . Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked 2.9-acre Project Area unless provided for as described in the <u>Project Access</u> Condition of Approval of the ITP.	ITP Condition # 4.12	Entire Project	Permittee	
41	<u>Hazardous Waste</u> . Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products offsite.	ITP Condition # 4.13	Entire Project	Permittee	
42	<u>CDFW Access</u> . Permittee shall provide CDFW staff with reasonable access to the Project Area and mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in the ITP.	ITP Condition # 4.14	Entire Project	Permittee	
43	<u>Pesticide Use</u> . Permittee shall prohibit the use and/or application of pesticides/herbicides within the Project Area.	ITP Condition # 6.1	Entire Project	Permittee	
44	<u>Vegetation Removal</u> . In areas where mechanical vegetation removal will take place, vegetation shall not be broadcast, otherwise distributed, or left in place to cover undeveloped native soil within or adjacent to the Project Area. Permittee 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. No chipped material shall be broadcast or otherwise used as mulch or ground cover within the Project Area or adjacent to it. Permittee 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 # 6.4	Entire Project	Permittee	
45	<u>Invasive Exotic Plant Species Removal</u> . 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 shall be removed from the Project Area. Invasive exotic plant species shall be bagged and appropriately disposed of in a manner that avoids the risk of introduction or spreading of exotic species in or around the Project Area. Exotic species shall not be used in mulching, composting, or otherwise placed in or around the Project Area. Permittee shall not stockpile cut invasive plant material within the Project Area at any time.	ITP Condition # 6.5	Entire Project	Permittee	
46	<u>Heavy Equipment</u> . Heavy equipment used in implementation of Covered Activities shall be thoroughly washed and inspected prior to its use onsite to prevent introduction of invasive, exotic plant material (seeds, etc.) from being introduced to the Project Area or adjacent potential Covered Species habitat.	ITP Condition # 6.6	Entire Project	Permittee	
47	<u>Delineation of Ingress and Egress Routes</u> . Permittee 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 the <u>Project Access</u> Condition of Approval.	ITP Condition # 6.7	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
48	<u>Notification of Take or Damage.</u> Permittee shall immediately notify the Designated Biologist(s) 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(s) or Designated Representative shall provide initial notification by email to CDFW at R4CESA@wildlife.ca.gov. 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, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the plant or carcass, and if possible, provide a photograph, explanation as to cause of take or damage, and any other pertinent information.	ITP Condition # 5.9	Entire Project	Permittee	
49	<u>Designated Biologist Authority.</u> To ensure compliance with the Conditions of Approval of the ITP, the Designated Biologist(s) shall immediately stop any activity that does not comply with the ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Area and otherwise facilitate the Designated Biologist(s) in the performance of their duties. If the Designated Biologist(s) is/are unable to comply with the ITP, then the Designated Biologist(s) shall notify the CDFW Representative immediately. Permittee 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) 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 the ITP.	ITP Condition # 4.3	Entire Project	Permittee	
POST-CONSTRUCTION					
50	<u>Refuse Removal.</u> Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.	ITP Condition # 4.15	Post-construction	Permittee	
51	<u>As-Built Development Plans.</u> Permittee shall submit as-built development plans to CDFW within sixty (60) days of completing Project construction. The as-built plan sheets shall delineate and quantify the extent of permanent Project features, including roads, utilities, landscaping, infrastructure, and all other facilities and 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 # 5.10	Post-construction	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
52	<u>Final Mitigation Report</u> . No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist(s) shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports and all ASRs; (2) a copy of the table in this MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of the ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.	ITP Condition # 5.8	Post-construction and after completion of mitigation	Permittee	
53	CDFW accepts the Final Mitigation Report as complete.	ITP Condition # 5.8	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: Monterey gilia)

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 Monterey gilia)

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
960 Riverside Parkway, Suite 90
West Sacramento, CA 95605
Attn: HCPB Mitigation Funds

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, as set forth in conditions **[numbers]** 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 or the Principal Sum will be reduced upon receipt by us of Certificate of Cancellation/Reduction, 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 Manager 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, 960 Riverside Parkway, Suite 90, West Sacramento, CA 95605, Attn: HCPB Mitigation Funds; 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 of 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** "Branch Manager, Habitat Conservation Planning Branch"]

ATTACHMENT B

CERTIFICATE FOR CANCELLATION/REDUCTION

[*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 presented documentary evidence of compliance with the following Mitigation Requirement[(s)] referenced in paragraph 3 of the Credit: [*insert brief description of requirement(s) or requirement number(s) completed*].” **or** “The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit.”]
2. [*Insert one of the following statements:* “CDFW therefore requests the cancellation of the Credit.” **or** “CDFW therefore requests a reduction in the Principal Sum in the amount of \$_____, thereby making the new Principal Sum \$_____.”]

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** “Branch Manager, 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