



**California Department of Fish and Wildlife
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA, 94534**

California Endangered Species Act
Incidental Take Permit No. 2081-2021-040-03

NORTH DELTA (LIBERTY ISLAND II) FISH AND CONSERVATION BANK 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: Liberty Island Holdings II, LLC

Principal Officer: Timothy DeGraff, Vice President, Region Manager, West

Contact Person: Timothy DeGaff, (415) 259-9793

Mailing Address: 2125 19th Street, Suite 200, Sacramento, CA 95818
tdgraff@res.us

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 **December 31, 2030**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval [7.6] 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 North Delta (Liberty Island II) Fish and Conservation Bank Project (Project) is located on the northern tip of Liberty Island, approximately five miles west of the unincorporated Community of Courtland, Yolo County, approximately 10 miles north of the City of Rio Vista within the southern portion of the Yolo Bypass which flows into the northwest Sacramento-San Joaquin Delta (Delta) (Figure 1). The Project encompasses approximately 811 acres and is bounded by a levee and Shag Slough to the west, a levee and Prospect Slough to the north, a levee and Liberty Cut to the east, and Liberty Island Ecological Reserve to the south, and is located within portions of Sections 29, 30, 31, and 32, Township 6 North, Range 3 East on the Liberty Island U.S. Geological Survey (USGS) 7.5-minute quadrangle (Figure 2).

The Project encompasses land owned by the Reclamation District 2093 (RD 2093) and The Trust for Public Lands (TPL) and is comprised of six contiguous Assessor Parcel Numbers (APNs): 033-270-007, 033-280-014, and 033-280-015 (owned by RD 2093); and 033-280-001, 033-280-005, and 033-280-016 (owned by TPL).

IV. Project Description:

The Project is limited to the following activities: removal of two existing levee sections and excavation of tidal channels, floodplain lowering, vegetation removal for tidal marsh creation/restoration, and revegetation of native tidal marsh and riparian habitat. The construction of each site is organized into the following stages: 1) mobilization, 2) site preparation, 3) levee removal, 4) excavating tidal channels, 5) floodplain lowering, 6) removal of an existing non-functioning water control structure and culvert, 7) vegetation removal/revegetation, and 8) demobilization and clean up (Figure 3).

Background

The project was previously named the Liberty Island II Fish Conservation Bank to denote it as the second phase of the Liberty Island Conservation Bank (LICB). The LICB was constructed in 2010 on 186 acres northeast of and contiguous with this project. This project is now named the North Delta Fish Conservation Bank.

The 10-square-mile Liberty Island was created with a series of private levees to support irrigated agriculture production and grazing sometime between 1910-1930. The land was used for this purpose with occasional levee failures and replacement until 1997 when high flows from high intensity winter storms caused massive failures to the levee system and the land was abandoned for agriculture. Agriculture is still present on some surrounding properties by means of a maintained levee and irrigation system.

Mobilization

Turbidity curtain(s) will be used when in-water work occurs and additional construction Best Management Practices (BMPs) will be installed according to the Project-specific storm water pollution prevention plan (SWPPP) to prevent the mobilization of sediment into waters.

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Construction will require the use of a river boat, a mechanized landing craft (Model LCM-8 or similar), dry bulk cargo barges, scrapers, graders, excavators, dump trucks, and/or other heavy equipment. Construction access to the project area will be by barge via the Sacramento River, to Prospect Slough, and then Liberty Cut (Figure 4). Sediment and other excess materials will be offloaded from the site using the same waterways. Construction personnel will access the Project via a boat or barge daily during construction. No new access routes will be constructed to implement the Project. All construction equipment and material will be staged on-site within designated staging areas. All staging and storage areas for vehicles, equipment, fuel, lubricants, and solvents and maintenance items will be on the barge. Staging areas will also be used for sediment storage, materials sorting/screening, and to load sediment onto barges. They will be located in uplands within the active areas of construction within the 32.0-acre construction footprint (Figure 3). Approximately 20 staging areas are proposed dispersed along the existing southern levees (L1, L2) forming the 'stair-step' and in the ruderal/disturbed and upland areas along the northern and western boundaries of Prospect Slough (FP1-3) (Figure 3).

Site Preparation

Each site will be cleared and grubbed to prepare for construction. Vegetation clearing includes removal of submerged instream woody debris and fallen trees on levee slopes. A turbidity curtain will be installed before in-water work, including clearing of in-water vegetation. Where necessary, existing vegetation in the project footprint will be removed during project construction. Remaining trees will be protected from damage by box protection or other methods. All riparian vegetation that is to be preserved will be demarcated in the field prior to the start of construction.

Levee Removal/Excavating Tidal Channels

Approximately 4,335 linear feet (~10.78 acres) of two east-west levees (Figure 3: L1 and L2) along the northern edge of the bank will be lowered/degraded to approximately five feet (NAVD88) to enhance the existing tidal exchange removing approximately 18,000 cubic yards (cy) of rock, and 75,800 cy of concrete and soil will be removed. Three subtidal channels (Figure 3: SC1, SC2, and SC3) will be excavated within the same area resulting in 6,300 cy of material removed. The combined construction footprint for activities associated with levee removal and excavation of subtidal channels is approximately 12.09 acres.

Excavated materials are anticipated to consist of rock, concrete debris, stumps, levee soils, and roots. The removed material will either be placed directly on a barge and transported out of the Project Area or placed into a dump truck and transported to the nearest designated staging area where it will then be screened and sorted prior to offloading to a barge for transport to an existing permitted facility.

Floodplain Lowering

On the northern boundary, three floodplain areas along the north and east sides of Prospect Slough (Figure 3: FP1, FP2, and FP3) will be lowered to five feet (NAVD88) for development

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of tidal emergent marsh. Approximately 61,000 cy of soil, rock, stumps, and roots will be removed. The construction footprint associated with the lowering of floodplain is approximately 20.4 acres.

Water Control Structure Removal

One existing non-functioning water control structure and associated 85-foot culvert pipe located in a channel along the eastern edge of one of the irrigation berms will be removed to allow for unrestricted flow through this portion of the channel (Figure 5 and Figure 6). This area will not be back-filled, and no other structures will be installed in order to allow for full tidal access. The total construction footprint associated with this activity is approximately 0.10 acres.

Vegetation Removal/Revegetation

Project activities include removal, trimming/pruning/limbing, compaction of critical root zones, undercutting roots of retained trees due to changes in hydrodynamic regime, and unintentional damage (damaged trunk, excess trimming resulting in shock, infection with disease or pest, etc.).

Portions of the Project along the interface with Prospect Slough, within the lowered floodplains, and areas where levees will be removed will be revegetated with native freshwater marsh vegetation. Native grasses will be planted on the landside slope for erosion protection as well as to provide habitat for wildlife. Soil preparation, seeding, mowing, and monitoring and maintenance will be conducted following the Delta Levees Habitat Program Guide to Planting Native Grassland Habitat on a Reconstructed Landside Levee Slope (CDFW and Department of Water Resources (DWR), unpublished memo, Attachment 1), or other similar methods approved by CDFW. The native grass seed mix will be appropriate to soil conditions and seeds will be sourced from a reputable nursery; prior to use, the nursery shall be submitted to CDFW for review and approval. The native grass seed mix will include at least four of the following species; blue wildrye (*Elymus glaucus*), creeping wildrye (*Leymus triticoides*), slender wheatgrass (*Elymus trachycaulus*), meadow barley (*Hordeum brachyantherum*), purple needlegrass (*Nassella pulchra*), California oniongrass (*Melica californica*) and one-sided bluegrass (*Poa secunda*). The seed mixture will include a combination of milkweed such as narrow leaf milkweed (*Asclepias fascicularis*), showy milkweed (*Asclepias speciosa*), or woolypod milkweed (*Asclepias eriocarpa*), along with nectar species similar to common yarrow (*Achillea millefolium*) or gumweed (*Grindelia camporum*) including hardstem bulrush (*Schoenoplectus acutus* var. *occidentalis*) and California bulrush (*Scirpus californicus*), to create tidal emergent marsh. Brome species will not be included in the seed mix. The construction footprint associated with revegetation activities for tidal marsh and uplands is approximately 24.80 acres.

An additional 10 acres of riparian restoration/enhancement will occur to offset impacts to existing riparian habitat (e.g., riparian forest and riparian scrub shrub) slated for conversion to tidal marsh (Figure 3: R1-R4). All cuttings for plantings will be sourced in situ within the Project boundary and include a mix of Fremont's cottonwood (*Populus fremontii*), Oregon ash

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(*Fraxinus latifolia*), Sandbar willow (*Salix exigua*), Pacific willow (*Salix lasiandra*), and Gooding’s willow (*Salix gooddingii*). Species selection will depend on site-specific conditions and will be spaced between 10-40 plantings/acre for a total of 246 plantings. Riparian restoration planting will be done by hand or with the use of mechanized equipment such as an auger or excavator bucket where accessible.

Beneficial Reuse of Sediment

The Project will result in approximately 161,000 cy of excavated material. All excavated material from the Project will be hauled off-site via barge and disposed of at an off-site licensed facility.

Demobilization, Restoration, and Clean Up

Following construction, all equipment and materials will be removed from the construction sites and excess materials will be disposed of off-site. Unless otherwise addressed during revegetation, all staging areas, temporary access roads (if constructed), and exposed ground of restored surfaces will be hydroseeded with an appropriate native grass and herbaceous plant seed mix to promote revegetation and minimize soil erosion. All areas will be cleared of construction debris and rubbish.

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. Giant garter snake (<i>Thamnophis gigas</i>)	Threatened ⁴
2. Swainson’s hawk (<i>Buteo swainsoni</i>)	Threatened ⁵

These species and only these species are 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 expected to result in incidental take of individuals of the Covered Species include mobilization, site preparation, levee removal and tidal channels excavation, floodplain lowering, removal of water control structure, vegetation removal and revegetation, on-site reuse of sediment, demobilization, and restoration and clean up (Covered Activities).

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

⁴See Cal. Code Regs. tit. 14 § 670.5, subd. (b)(4)(E).

⁵See Cal. Code Regs. tit. 14 § 670.5, subd. (b)(5)(A)

Incidental take of individuals of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities such as removal and trimming of potential nesting trees, nest abandonment from construction activities, loss of foraging habitat and nesting trees; excavating tidal channels that could crush or entomb Covered Species; destruction of small mammal burrows and other soil crevices that the Covered Species may inhabit; by being crushed by moving vehicles and equipment; increased bank erosion, and from disturbance by Project activities. Equipment noise, vibration, and increased human activity may interfere with normal behaviors. These behaviors include feeding, sheltering, movement between refugia and foraging grounds, and other essential behaviors of the Covered Species. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so of the Covered Species. The areas where authorized take of the Covered Species is expected to occur include: Project’s levees, the wetlands, canals, ditches, ponds, uplands, and riparian habitats within the Project’s boundaries, the tidal water habitat adjacent to Project’s exterior levees, haul routes, and all Project stockpiling and staging areas (collectively, the Project Area).

The Project is expected to cause the permanent and temporary impact to approximately 46.74 acres of suitable and marginal terrestrial and aquatic habitat for giant garter snake (GGS). This includes 2.16 acres of suitable habitat that will be temporarily impacted and approximately 9.57 acres that will be permanently impacted. Additionally, 3.49 acres of marginal habitat comprised of seasonal wetlands, willow shrubland, tidal channels (open water), and tidal emergent marsh will be temporarily impacted, and 31.52 acres will be permanently impacted. In addition, a total of 38.60 acres of Swainson’s hawk (SWHA) foraging habitat will be impacted, including 5.42 acres of temporary impacts and 33.18 acres of permanent impacts. SWHA nesting/breeding habitat will also be impacted, totaling 0.74 acre (0.26 acre temporary and 0.48 acre permanent). See Table 1 and 2 for detailed breakdown. 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: stress resulting from noise and vibrations from tunneling and capture and relocation, and long-term effects due to increased pollution, displacement from preferred habitat, increased competition for food and space, and increased vulnerability to predation.

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Table 1. Giant Garter Snake Habitat Impacts Acreage.

Habitat	Marginal Habitat				Suitable Habitat			
	Temporary Impacts		Permanent Habitats		Temporary Impacts		Permanent Impacts	
	Acres*	Linear Ft	Acres*	Linear Ft	Acres*	Linear Ft	Acres*	Linear Ft
Alder Woodland Complex	-	-	-	-	-	-	-	-
Cottonwood Woodland Complex	-	-	-	-	-	-	-	-
Tidal Channels (Open Water)	0.009	N/A	1.857	N/A	-	-	-	-
Seasonal Wetland	3.261	N/A	23.612	N/A	-	-	-	-
Ruderal and Disturbed	-	-	-	-	2.156	935	9.565	5,403
Shaded Riverine Aquatic (SRA) Cover	-	-	-	-	-	-	-	-
Tidal Emergent Marsh Complex	0.090	N/A	5.195	N/A	-	-	-	-
Willow Shrubland	0.134	578	32.52	2,553	-	-	-	-
Total	3.49	578	31.52	2,553	2.16	935	9.57	5,403

Source: Project applicant's ITP application dated February 06, 2025.

*Acreages are calculated to six significant figures and subsequently rounded to two significant figures. Total acreage is based on the sum of these amounts at two significant figures.

Table 2. Swainson's Hawk Habitat Impacts Acreage

Habitat	Potential Foraging Habitat				Potential Nesting/ Breeding Habitat			
	Temporary Impacts		Permanent Habitats		Temporary Impacts		Permanent Impacts	
	Acres*	Linear Ft	Acres*	Linear Ft	Acres*	Linear Ft	Acres*	Linear Ft
Alder Woodland Complex	-	-	-	-	0.041	199	0.243	709
Cottonwood Woodland Complex	-	-	-	-	0.221	721	0.239	671
Tidal Channels (Open Water)	-	-	-	-	-	-	-	-
Seasonal Wetland	3.261	N/A	23.612	N/A	-	-	-	-
Ruderal and Disturbed	2.156	935	9.565	5,403	-	-	-	-
Shaded Riverine Aquatic (SRA) Cover	-	-	-	-	-	-	-	-
Tidal Emergent Marsh Complex	-	-	-	-	-	-	-	-
Willow Shrubland	-	-	-	-	-	-	-	-
Total	5.42	935	33.18	5,403	0.26	920	0.48	1,380

Source: Project applicant's ITP application dated February 06, 2025.

*Acreages are calculated to six significant figures and subsequently rounded to two significant figures. Total acreage is based on the sum of these amounts at two significant figures.

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 the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the

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Project Area, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species.

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 noise and vibration generating activities that may/will cause take. CDFW's issuance of this ITP and Permittee's authorization to take the Covered Species are subject to Permittee's compliance with and implementation of the following Conditions of Approval:

- 1. Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
- 2. CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Initial Study/Mitigated Negative Declaration (SCH No.: 2010122078) certified by Reclamation District 2093 (RD 2093) on February 10, 2011 as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
- 3. LSA Agreement Compliance:** Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration Agreement (LSAA) (Notification No. EPIMS-YOL-41090-R3 for the Project executed by CDFW pursuant to Fish and Game Code section 1600 et seq.
- 4. ESA Compliance:** Permittee shall implement and adhere to the terms and conditions related to the Covered Species in the Reinitiation of Consultation for the North Delta Fisheries Enhancement Project, Sacramento, Yolo County, California (Service File No. 08FBDT00-2012-I-0002, U.S Army Corps of Engineers Fine No. SPK-2010-00755) for the Project pursuant to the Federal Endangered Species Act (ESA). For purposes of this ITP, where the terms and conditions for the Covered Species in the federal authorization are less protective of the Covered Species or otherwise conflict with this ITP, the conditions of approval set forth in this ITP shall control.
- 5. 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 2 to this ITP.
- 6. General Provisions:**
 - 6.1. 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

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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.

- 6.2. Designated Biologist(s), Biological Monitor(s).** Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) and Biological Monitor(s) using the Biologist Resume Form (Attachment 3) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. The Designated Biologist(s) and Biological Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist(s) and Biological Monitor(s) in writing before starting Covered Activities and shall also obtain approval at least 14 days in advance, in writing, if the Designated Biologist(s) or Biological Monitor(s) must be changed.
- 6.3. Designated Biologist Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist 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 Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist 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 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.
- 6.4. Education Program.** Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking

workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.

- 6.5. Construction Monitoring Documentation.** The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction 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.
- 6.6. Trash Abatement.** Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 6.7. Dust Control.** Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 6.8. 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.
- 6.9. Delineation of Property Boundaries.** Before starting Covered Activities along each part of the route in active construction, 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 in that area.
- 6.10. Delineation of Habitat.** Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 6.11. Project Access.** Project-related personnel shall access the Project Area using existing routes, and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not

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exceed 20 miles per hour to avoid Covered Species on or traversing the roads. 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.

- 6.12. Staging Areas.** Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 6.11 of this ITP.
- 6.13. Hazardous Waste.** Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 6.14. CDFW Access.** Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 6.15. 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.

7. Monitoring, Notification and Reporting Provisions:

- 7.1. Notification Before Commencement.** The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.
- 7.2. Notification of Non-Compliance.** The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall 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.

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7.3. Compliance Monitoring. The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections to:

- (1) minimize incidental take of the Covered Species;
- (2) prevent unlawful take of species;
- (3) check for compliance with all measures of this ITP;
- (4) check all exclusion zones; and
- (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area.

The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.

7.4. Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 7.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Tara Kerss (Tara.Kerss@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.

7.5. Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year, beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 7.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of

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the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.

- 7.6. CNDDDB Observations.** The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.
- 7.7. Final Mitigation Report.** No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.
- 7.8. Notification of Take or Injury.** Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (707) 428-2002 and emailing the CDFW Regional Representative. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured 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 animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.
- 8. 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:

 - 8.1. Covered Species Daily Work Restriction.** Permittee shall terminate all Covered Activities at sunset and shall not resume Covered Activities until sunrise. Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory

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Astronomical Applications Department for the geographic area (<https://www.esrl.noaa.gov/gmd/grad/solcalc/sunrise.html>). Maintenance dewatering activities may be conducted after sunset. Vehicle fueling and maintenance activities may be conducted occasionally at night for up to 6 hours a week, between sunset and sunrise, within CDFW-approved designated staging areas or at the overnight parked locations of tracked heavy equipment.

- 8.2. Precipitation Work Limit.** Permittee shall restrict work activities on exterior levees to periods of low rainfall (less than 1/10th of an inch per 24-hour period) and periods of dry weather (with less than a 30% chance of rain). Permittee shall initiate all erosion control measures prior to all storm events. Permittee shall monitor the National Weather Service (<http://www.nws.noaa.gov>) 72-hr forecast for the Project site. No work shall occur during a dry-out period of 24 hours after the above-referenced wet weather. Weather forecasts shall be documented upon request by CDFW.
- 8.3. Stockpiles.** Permittee shall not stockpile or store construction material where it could wash into the waterway or where it would cover Covered Species habitat.
- 8.4. Vehicle/Equipment Cleaning and Maintenance.** Prior to the entry of any vehicle or equipment into the Project Area including the staging area, Permittee shall ensure equipment and vehicles are clean of vegetation and not leaking fluids. Any equipment or vehicles driven and/or operated in proximity of sloughs and wetlands shall be maintained in good working order to prevent the release of contaminants that if introduced to water could be deleterious to aquatic life, wildlife, or riparian habitat. If a vehicle is found to be leaking fluids of any kind, Permittee shall take immediate measures to stop and/or contain the leak and then remove the vehicle to an off-site location until properly repaired.
- 8.5. Invasive Species.** Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one project site and/or waterbody to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>.
- 8.5.1.** Permittee shall not introduce any removed invasive aquatic plant species or part thereof into waters of the State. Permittee may bury or dispose of invasive aquatic plant material onto dry upland habitats as long as the disposal site does not drain towards any nearby pond, ditch, waterway, wetland or proposed wetland. Permittee shall not dispose of invasive aquatic plant species on any waterside levee. If no suitable upland disposal site is located in the Project Area, Permittee shall haul away the plant material and dispose of it at an appropriate off-site location.

- 8.5.2. Permittee shall properly dispose of invasive nonnative terrestrial plants and parts thereof that are physically removed during Covered Activities. Permittee may burn, bury, or haul away the invasive plant material and dispose of it at an appropriate offsite location to prevent their spread in and around the Project Area.
- 8.6. Nursery Stock. Permittee shall provide the name, location, and qualifications of the proposed nursery to CDFW for review and written approval. Permittee shall not acquire or use any plant or seed mix from the nursery until CDFW has provided written approval confirming the nursery is acceptable.
- 8.7. SWPPP Preparation. Prior to initiating Covered Activities, Permittee shall submit to CDFW a Stormwater Pollution Prevention Plan (SWPPP) to address Best Management Practices (BMPs) utilized to prevent erosion, sediment loss, and potential pollution within the Project site for CDFW review and approval.
- 8.8. Covered Species Injury. If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition of Approval 7.8. Notification shall include the name of the facility where the animal was taken.

Additional Minimization Measures for Giant Garter Snake

- 8.9. Environmental Sensitive Area. Permittee shall establish Environmentally Sensitive Areas (ESAs) in the Project Area to minimize the disturbance of GGS habitat from construction-related activities. Permittee shall erect temporary ESA signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary and as directed by the Designated Biologist or Biological Monitor, 200 feet from the edge of potential aquatic GGS habitat. In addition, all potential GGS habitat that can be reasonably avoided during construction activities shall be identified as ESAs and shall be marked by the Designated Biologist or Biological Monitor. Once all construction activities are completed in an area that has an ESA and there are no further threats to the ESA as determined by the Designated Biologist or Biological Monitor, Permittee may remove the temporary ESA signage and associated delineation material (stakes, flags, rope, fencing).
- 8.10. Rescue and Relocation Plan. Permittee shall submit for approval 30 days prior to construction a relocation plan that describes the circumstances under which a GGS would be relocated to the GGS Temporary Relocation Area, and the procedures for doing so. GGS may be relocated to other suitable habitat, including ESAs, with CDFW approval.

8.11. Capture and Handling. Only a GGS Qualified Biologist (a pre-approved Designated Biologist or Biological Monitor with a combination of academic training and professional experience, as determined by CDFW, in the surveying, monitoring, capturing, handling, and/or relocation of GGS) may capture and handle GGS. The GGS Qualified Biologist shall only relocate GGS if the animal is directly threatened by immediate Covered Activities and the animal is unable to move to a safe area on its own. The GGS Qualified Biologist shall only relocate GGS to areas identified in the CDFW-approved Rescue and Relocation Plan. The GGS Qualified Biologist shall minimize capture and handling to the extent feasible as most reptiles experience stress in response to capture and short-term confinement. Captured animals shall be released immediately.

The Designated Representative shall notify CDFW of the capture and handling incident immediately or no later than noon on the next business day if the incident occurs outside of normal business hours. Notification to CDFW shall be via telephone or email, followed by a written incident report. Notification shall include the date, time, location, and circumstances of the incident.

8.12. Giant Garter Snake Surveys. In any construction area that has GGS habitat, a GGS Qualified Biologist shall conduct a survey for GGS no more than 48 hours prior to initiating ground-disturbing or vegetation disturbing/removal activities in or within 200 feet of suitable aquatic and upland habitat. If a GGS is encountered during one of these surveys, Permittee shall not begin ground-disturbing or vegetation-disturbing/removal activities until the snake has left the active work area on its own volition or is captured (see Condition of Approval 8.10 for conditions under which a GGS may be captured) and relocated, by a GGS Qualified Biologist, to suitable habitat identified in the CDFW-approved Rescue and Relocation Plan.

8.13. Giant Garter Snake Seasonal Work Restriction. Permittee shall limit construction activities within 200 feet of GGS aquatic habitat to the work window of May 1 to October 1. Permittee shall consult with CDFW and the U.S. Fish and Wildlife Service to determine if additional measures are necessary to minimize and avoid take for work between October 1 and May 1. Permittee may conduct work between October 2 and October 31, or April 1 and April 30 on days when the daily ambient air temperature is forecasted to exceed 75 degrees Fahrenheit (F) and maximum daily air temperatures are to have exceeded 75 degrees F for at least three consecutive days immediately preceding work. CDFW may consider requests to work outside of this temperature window during April and October on an activity-by-activity basis. The Permittee shall submit these requests in writing for review and approval by CDFW. Requests shall include a justification for the request and any additional information CDFW deems necessary.

8.14. Giant Garter Snake Observation. If a snake species of any kind is observed within or near the active work site, then all nearby Project activities shall stop and work shall not continue until the snake species is identified by the Designated Biologist or

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Biological Monitor. If the Designated Biologist or Biological Monitor cannot locate the snake, work may continue as long as the Designated Biologist or Biological Monitor is present and looking out for the snake. If a GGS is discovered at any time within the active work site and staging areas, then all nearby Project activities shall halt until the snake leaves the active work site on its own or is captured (see Condition of Approval 8.10 for conditions under which a GGS may be captured) and relocated, by a GGS Qualified Biologist, to suitable habitat identified in the CDFW-approved Rescue and Relocation Plan.

- 8.15. Giant Garter Snake Daily Inspections.** When working in or within 200 feet GGS habitat, both aquatic and upland, the Designated Biologist or Biological Monitor shall inspect the work site and areas adjacent to the work site for GGS prior to the start of construction activities each day. If the Designated Biologist or Biological Monitor determines the work site does not contain GGS, construction may be initiated and continue under the observation of the Designated Biologist or Biological Monitor.
- 8.16. Daily Equipment Inspections.** Workers shall inspect under and in equipment and vehicles for snakes before equipment or vehicles are started or moved. If a snake is present, the worker shall immediately notify the Designated Biologist or Biological Monitor and work shall not commence until the snake leaves the area, as determined by the Designated Biologist or Biological Monitor, or is relocated by a GGS Qualified Biologist. If a GGS is found under or in a tracked equipment parked overnight outside a staging area, Permittee shall immediately consult with CDFW and shall subsequently implement any new measures related to overnight equipment storage that CDFW may require to protect GGS.
- 8.17. Construction Monitoring in Suitable Habitat.** The Designated Biologist or a Biological Monitor shall monitor construction activities in or within 200 feet of suitable GGS aquatic or upland habitat. The Designated Biologist or Biological Monitors shall be present and visually monitor any active ground-disturbing, ground-clearing, or rip rap removal activities for the presence of snakes. The Designated Biologist shall submit GGS habitat mapping for the past month in the Monthly Compliance Report (Condition of Approval 7.4). The Monthly Compliance Report shall also include maps documenting the expected GGS habitat for the next month and expected construction activities in GGS habitat.
- 8.18. Unearthed Giant Garter Snake.** If Permittee unearths or uncovers a GGS while conducting ground-disturbing activities, Permittee shall immediately stop work within all GGS habitat and notify CDFW. Permittee may continue work in the area only after consulting with CDFW and implementing any new measures that CDFW may require to protect Covered Species.
- 8.19. Exclusion Fencing.** Permittee shall install exclusion fencing around all staging areas (both temporary and mobile) and temporary stockpiles, and any other area identified by CDFW. Permittee shall not install exclusion fencing between GGS upland and

aquatic habitat until May 1 of each construction phase and no later than October 1. Fencing in between GGS upland and aquatic habitat shall be placed when GGSs are less likely to use upland habitats and be cut off from aquatic habitat. Fencing shall be checked daily for holes and damage. Permittee shall maintain and repair the barrier immediately to ensure that it is functional and without defects, that fencing material is taught, and that the bottom edge of the fencing material remains buried.

- 8.20. Entrapment in Pipes or other Structures.** Permittee shall store all construction pipes, culvert, or similar structures in a fenced staging area until ready for use. Workers shall thoroughly inspect all construction pipe and similar structures with a diameter of 0.25 inches or greater that are stored for one or more overnight periods for GGS before the pipe is subsequently moved, buried, or capped. If a GGS is detected during inspection, workers shall notify the Designated Biologist or Biological Monitor and allow the animal to safely escape that section of pipe before moving and utilizing the pipe.
- 8.21. Open Trenches and Holes.** Permittee shall fence or cover open trenches or holes within 200 feet of GGS aquatic habitat when workers are not in the immediate area. Covers shall be constructed such that snakes cannot get under the trench cover or hole cover. If a trench or hole cover is placed on uneven or bumpy ground, Permittee shall ensure that all gaps between the cover and ground are filled with soil such that a snake cannot slither under the cover. Permittee shall ensure all excavated trenches and holes, that are not enclosed by exclusion fencing, are provided with one or more escape ramps to prevent inadvertent entrapment of GGS. The ramps shall be constructed of earth fill or wooden planks.
- 8.22. Open Trenches and Holes Daily Inspections.** The Designated Biologist or Biological Monitor shall check all excavated open holes, pumps, and trenches for GGS at the beginning, middle, and end of each day for trapped animals, and immediately prior to filling the hole or trench. If there is a GGS trapped in these features, a GGS Qualified Biologist shall remove and relocate the animal(s) to a safe location within suitable habitat identified in the CDFW-approved Rescue and Relocation Plan.
- 8.23. Covered Species Mortality.** If a GGS is killed during Project-related activities, a GGS Qualified Biologist shall collect and preserve the carcass and immediately notify CDFW as described in Condition of Approval 7.8.
- 8.24. Water Pumps in Giant Garter Snake Habitat.** Permittee shall consult with CDFW prior to operating any pumps for controlling internal water levels that operate during daylight hours, from April 1 through October 14, in or within 200 feet of or in GGS habitat. CDFW may require screens or other devices to prevent snake entrainment into pump intakes.
- 8.25. Cross Levee Road Use in the Giant Garter Snake Relocation Area.** When the GGS Temporary Relocation Area is in active use, the Designated Biologist or Biological Monitor shall check for GGSs on the Cross Levee road immediately prior to vehicles

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driving on Cross Levee road within the GGS Temporary Relocation Area. Permittee shall install signage on both sides of the GGS Temporary Relocation Area to alert drivers of the additional sensitive habitat and requirement for the Designated Biologist or Biological Monitor clearance of the road.

Additional Measures for Swainson's Hawk

- 8.26. Pre-Construction Surveys.** Prior to initiating Covered Activities, the Designated Biologist(s) shall conduct reconnaissance surveys to identify all potential nesting habitat within 0.25 miles of the Project Area and identify any potential SWHA active nests. Surveys shall follow methods outlined in the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (<https://www.wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds>). The survey shall include all staging areas, storage areas, stockpile areas, and vehicle access routes. All results shall be submitted to CDFW for review a minimum of 7 days prior to initiating Covered Activities.
- 8.27. Daily Construction Surveys.** A Designated Biologist(s) shall be on-site daily for all Covered Activities occurring during the SWHA breeding season from March 15 to September 15. If a SWHA nest within 0.25 miles of the Project Area is active beyond the nesting season, monitoring shall continue each day until the young have fledged.
- 8.28. Additional Surveys.** If a lapse in Covered Activities of 7 days or longer occurs, additional surveys shall be performed prior to resuming Covered Activities during the nesting season (March 15 to September 15) and the results sent to CDFW 48 hours prior to the re-initiation of work. All daily construction survey results should be submitted weekly to CDFW when an active nest is present and monthly when no active nest is present.
- 8.29. Active Nest Buffer Zones.** If active SWHA nests are found, no Covered Activities shall occur within 0.25 miles of an active nest unless a smaller buffer is established in consultation with CDFW. If SWHA do not exhibit signs of disturbance, as specified in Condition of Approval 8.29, the buffer distance can be incrementally reduced based on monitoring the response of Covered Species to Covered Activities. With written approval from CDFW, the Designated Biologist(s) may increase, reduce or remove the buffer based on the monitoring responses of SWHA. If more than one (1) nest site is found within 0.25 miles of the Project Area an amendment to this ITP is required to address changed biological circumstances.

The Permittee shall clearly delineate the buffer zone around an active nest within the Project Area with posted signs demarcating the area to avoid and using stakes, fencing, flags, and/or rope or cord to minimize the disturbance of Covered Species nesting behaviors. All construction personnel shall be notified of the existence and location of the known active Covered Species nest site and any active Covered Species nest sites detected during pre-construction surveys. Construction Personnel shall be instructed to minimize disturbances to these sites to the maximum extent

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feasible during nesting season. Trees or other features containing active nests shall be flagged or otherwise marked in the field. The marking should be readily visible at a distance of at least 100 feet. If a nest is located on an off-site property, signage and/or flagging shall be placed at the property boundary near where the nest is located. The sign shall indicate the direction and approximate distance of the nest from the property line.

8.30. Stop Work for Abnormal Nesting Behavior. A Designated Biologist(s), who is experienced in raptor behavior and approved by CDFW, shall be assigned to monitor the behavior of actively nesting SWHA. The Designated Biologist(s) shall have the authority to stop all Covered Activity determined to cause abnormal nesting behavior which may cause nest abandonment and loss of eggs/young. Abnormal nesting behaviors include, but are not limited to, swooping/stooping excessive vocalization (distress calls), agitation, standing up from a brooding position, failure to remain on the nest, and failure to deliver prey items for an extended time-period. Project activities resulting in abnormal nesting behavior shall not resume until the Designated Biologist(s) has consulted with CDFW and both the Designated Biologist and CDFW confirm that the bird's behavior has normalized, or the young have left the nest. On a weekly basis, the Designated Biologist shall report directly to CDFW the status of each Covered Species active nest. Reports shall include observations of abnormal nesting behaviors and any significant changes in ambient conditions due to Covered Activities. Significant changes would include noise levels and visual conditions such as an increase in the number of personnel walking around the Project Area or mobilization of large equipment into the Project Area.

8.31. Nest Abandonment and Hacking. If the Project results in nest abandonment and nestling(s) are still alive, the Designated Biologist(s) shall recover the hatchling(s) or egg(s) and immediately take it to a CDFW-approved wildlife rehabilitation or veterinary facility. Permittee shall bear any cost associated with recovery of nestling(s) and hacking (controlled release of captive reared young) of the nestling(s).

8.32. Swainson's Hawk Nest Tree Protection. Trees known or suspected to contain active SWHA nests shall not be removed.

9. Habitat Management Land Acquisition and Restoration:

Giant Garter Snake

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.

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To meet this requirement, the Permittee shall either purchase 21.30 acres of GGS suitable habitat credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 9.3 below OR shall provide for both the permanent protection and management of 21.30 acres of Habitat Management (HM) lands pursuant to Condition of Approval 9.4 below and the calculation and deposit of the management funds pursuant to Condition of Approval 9.5 below. Purchase of GGS suitable habitat credits OR permanent protection and funding for perpetual management of HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 10 below for all uncompleted obligations. The Permittee shall also establish on-site 35.01 acres of GGS habitat pursuant to Condition of Approval 9.7 below.

Swainson's Hawk

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 either purchase 38.60 acres of SWHA foraging habitat credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 9.3 below OR shall provide for both the permanent protection and management of 38.60 acres of Habitat Management (HM) lands pursuant to Condition of Approval 9.4 below and the calculation and deposit of the management funds pursuant to Condition of Approval 9.5 below. Purchase of SWHA foraging habitat credits OR permanent protection and funding for perpetual management of HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 10 below for all uncompleted obligations. The Permittee shall also restore on-site 2.22 acres of temporarily and permanently impacted SWHA potential nesting/breeding habitat pursuant to Condition of Approval 9.7 below.

- 9.1. Cost Estimates For GGS.** For the purposes of determining the Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to complete acquisition, protection, and perpetual management of the HM lands and restoration of temporarily and permanent disturbed GGS marginal habitat as follows:

- 9.1.1. Land acquisition costs for HM lands identified in Condition of Approval 9.4 below, estimated at \$20,000.00/acre for 21.30 acres: **\$426,000.00**. Land acquisitions costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements.

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- 9.1.2. All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in Condition of Approval 9.4.1 and 9.4.2 below: **\$10,000.00.**
- 9.1.3. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 9.4.5 below, estimated at **\$5,538.00**; including;
- 9.1.4. Interim management period funding as described in Condition of Approval 9.4.6 below, estimated at **\$7,390.00.**
- 9.1.5. Long-term management funding as described in Condition of Approval 9.4 below, estimated at \$7,235.00/acre for 21.30 acres: **\$154,107.00.** Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.
- 9.1.6. 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 Condition of Approval 9.6, estimated at **\$3,000.00.**
- 9.1.7. Establishment of on-site temporary and permanent effects to GGS marginal habitat as described in Condition of Approval 9.7, calculated at \$5,857.00/acre for 35.01 acres: **\$205,050.00.**
- 9.1.8. 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 and restoration of temporarily disturbed habitat. 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 **\$55,000.00.**

9.2. Cost Estimates For SWHA. For the purpose of determining the Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to complete acquisition, protection, and perpetual management of the HM lands and restoration of temporarily disturbed habitat as follows.

- 9.2.1. Land acquisition costs for HM lands identified in Condition of Approval 9.4 below, estimated at \$20,000.00/acre for 38.60 acres: **\$772,000.00.** Land acquisitions costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements;
- 9.2.2. All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in Condition of Approval 9.4.1 and 9.4.2 below: **\$10,000.00**;

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- 9.2.3. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 9.4.5 below, estimated at **\$10,036.00**; including.
- 9.2.4. Interim management period funding as described in Condition of Approval 9.4.6 below, estimated at **\$12,580.00**;
- 9.2.5. Long-term management funding as described in Condition of Approval 9.5 below, estimated at \$6,393.00/acre for 38.60 acres: **\$246,786.00**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.
- 9.2.6. 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 Condition of Approval 9.6, estimated at **\$3,000.00**.
- 9.2.7. Restoration of on-site temporary and permanent effects to SWHA potential nesting and breeding habitat as described in Condition of Approval 9.7, calculated at \$18,514.00/acre for 2.22 acres: **\$41,100.00**.
- 9.2.8. 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 and restoration of temporarily disturbed habitat. 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 **\$55,000.00**.
- 9.3. Covered Species Credits. If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 21.30 acres of GGS credits and 38.60 acres of SWHA foraging habitat credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of this ITP if Security is provided pursuant to Condition of Approval 10 below. Prior to purchase of Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittee shall submit to CDFW a copy of the Bill of Sale(s) and Payment Receipt prior to initiating Covered Activities or within 18 months from issuance of this ITP if Security is provided.
- 9.4. Habitat Management Lands Acquisition and Protection. If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall:

- 9.4.1. 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.
- 9.4.2. 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.
- 9.4.3. 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.
- 9.4.4. 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.
- 9.4.5. 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.

9.4.6. Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see optional management plan template at <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736>) (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage.

9.4.7. Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management.

Permittee shall either (1) provide 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.

9.5. Endowment Fund. If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual

management, maintenance, monitoring, and other activities on the HM lands consistent with this ITP, the conservation easement, and the management plan required by Condition of Approval 9.4.5. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

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

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

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

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

- 9.5.2. 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.

9.5.2.1. 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.

9.5.2.2. 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:

9.5.2.2.1. 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.

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

9.5.2.2.3. 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.

9.5.3. 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.

9.5.4. 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.

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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.

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

9.7. Habitat Restoration/Establishment. Permittee shall establish on-site 35.01 acres of GGS habitat; and additionally restore 2.22 acres of riparian habitat that will be temporarily disturbed during construction to pre-project or better conditions. Within 12 months of issuance of this ITP, the Permittee shall prepare and submit Habitat Restoration and Monitoring Plan (HRMP) to CDFW for written approval. The HRMP shall describe: 1) actions that will be undertaken to remove and control invasive species in the restoration area(s), 2) effectiveness monitoring that will be conducted at the sites to ensure that the restored habitat maintains suitable habitat for GGS and riparian habitat, 3) success criteria, and 4) any other activities necessary to create and restore desired habitats.

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

10.1. Security Amount. The Security shall be in the amount of **\$2,016,587.00** or in the amount identified in 9.1 and 9.2 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 9.1 and 9.2 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.

10.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 4) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.

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

10.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.

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10.5. Security Transmittal. Permittee shall transmit security to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.

10.6. 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.

10.7. Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:

- Written documentation of the acquisition of the HM lands;
- Copies of all executed and recorded conservation easements;
- Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and
- Timely submission of all required reports.

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

IX. Amendment:

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

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

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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. Liability:

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

XII. Compliance with Other Laws:

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

XIII. Notices:

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2021-040-03) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Erin Chappell, Regional Manager
California Department of Fish and Wildlife – Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
Telephone (707) 428-2002
Erin.Chappell@wildlife.ca.gov and R3CESA@wildlife.ca.gov

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and a copy to:

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

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

Tara Kerss
California Department of Fish and Wildlife – Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
Telephone (707) 372-2484
Tara.Kerss@wildlife.ca.gov

XIV. Compliance with the California Environmental Quality Act:

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, Reclamation District 2093. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Northern Liberty Island Fish Conservation Bank Final Initial Study/Mitigated Negative Declaration (SCH No.: 2010122078) dated February 10, 2011 that the Reclamation District 2093 certified for North Delta (Liberty island II) Fish and Conservation Bank Project on February 10, 2011 certified. At the time the lead agency certified the Final Initial Study/Mitigated Negative Declaration 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 Final Initial Study/Mitigated Negative Declaration for the Project and the environmental effects related to issuance of this ITP (CEQA Guidelines, § 15096, subd. (f)). CDFW finds that issuance of this ITP will not result in any previously undisclosed potentially significant effects on the environment or a substantial increase in the severity of any potentially significant environmental effects previously disclosed by the lead agency. Furthermore, to the extent the potential for such effects exists, CDFW finds adherence to and implementation of the Conditions of Project Approval adopted by the lead agency, and that adherence to and implementation of the Conditions of Approval imposed by CDFW through the issuance of this ITP, will avoid or reduce to below a level of significance any such potential effects. CDFW consequently finds that issuance of this ITP will not result in any significant, adverse impacts on the environment.

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XV. Findings Pursuant to CESA:

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

CDFW finds based on substantial evidence in the ITP application, Northern Liberty Island Fish Conservation Bank Final Initial Study/Mitigated Negative Declaration (SCH No. 2010122078 dated February 10, 2011, Reinitiation of Consultation for the North Delta Fisheries Enhancement Project, Sacramento, Yolo County, California (Service File No. 08FBDT00-2012-I-0002, U.S Army Corps of Engineers Fine No. SPK-2010-00755 dated September 19, 2023), 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; (2) establishment of avoidance zones; (3) worker education; and (4) Monthly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 21.30 acres of GGS suitable and 38.60 acres of SWHA foraging habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, and the establishment of on-site 35.01 acres of GGS marginal habitat and 2.22 acres of riparian habitat, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;
- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee's objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this

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ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and

- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

XVI. Attachments:

FIGURE 1	Project Vicinity Map prepared by RES, LLC dated June 13, 2024
FIGURE 2	Project Location Map prepared by RES, LLC dated January 16, 2025
FIGURE 3	Proposed Project Map prepared by RES, LLC dated January 16, 2025
FIGURE 4	Proposed Access Route and Disposal Site prepared by RES, LLC dated January 08, 2025
FIGURE 5	Water Control Structure prepared by RES, LLC dated December 23, 2024
FIGURE 6	Soils Map prepared by RES, LLC, dated May 29, 2025
ATTACHMENT 1	Delta Levees Habitat Program Guide to Planting Native Grassland Habitat on a Reconstructed Landside Levee Slope (CDFW and DWR, unpublished memo)
ATTACHMENT 2	Mitigation Monitoring and Reporting Program
ATTACHMENT 3	Biologist Resume Form
ATTACHMENT 4	Letter of Credit Form

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

on 8/27/2025.

DocuSigned by:

Craig Weightman

7988F6C4FDC24F2...

Erin Chappell, Regional Manager
Bay Delta Region

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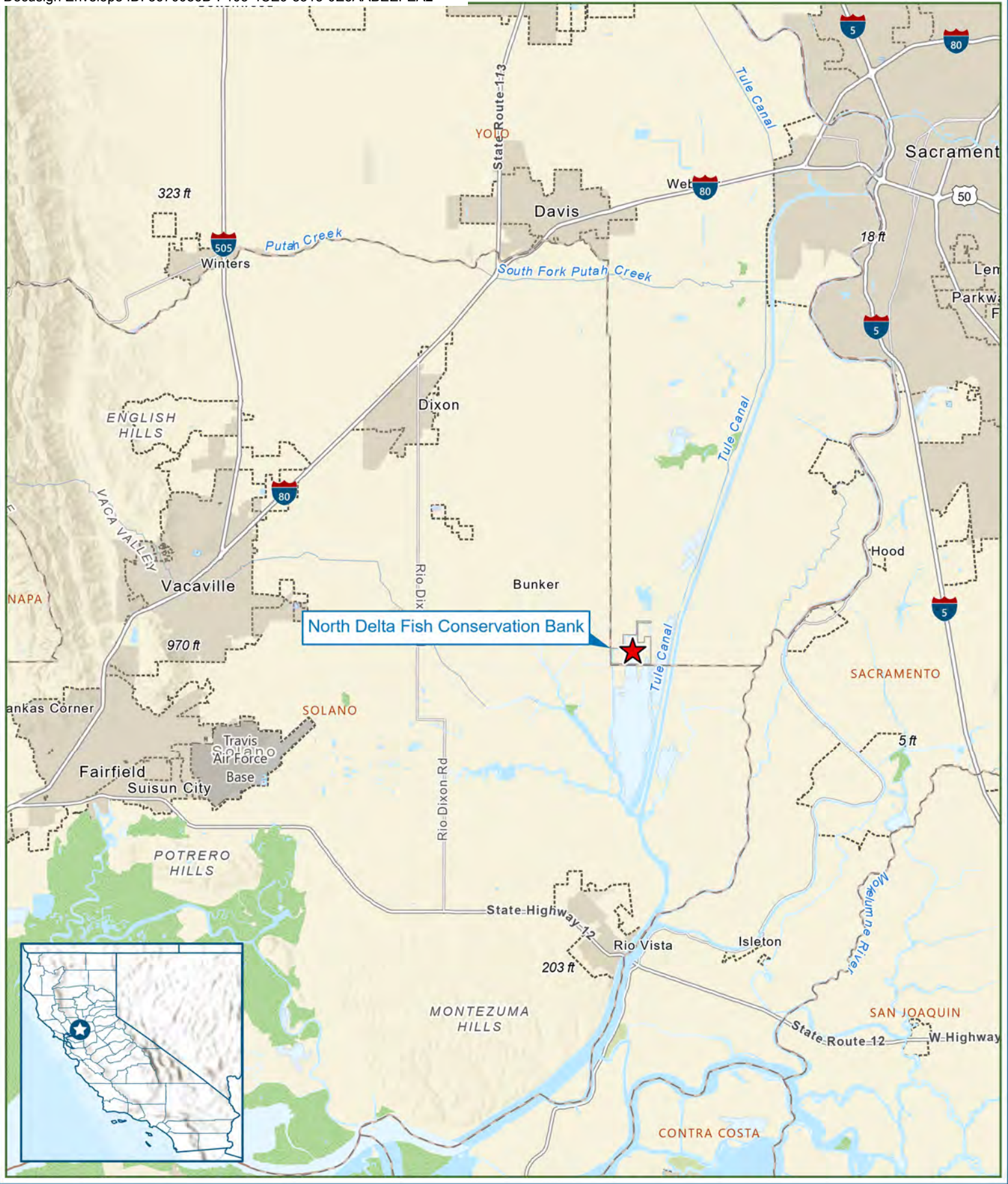


Figure 1
Project Vicinity

North Delta Fish Conservation Bank
Yolo County, California
121.7657°W 38.3532°N



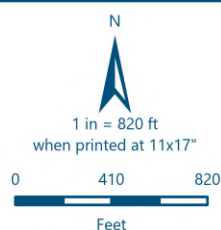
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Date Exported: 6/13/2024
Project Number: 109833





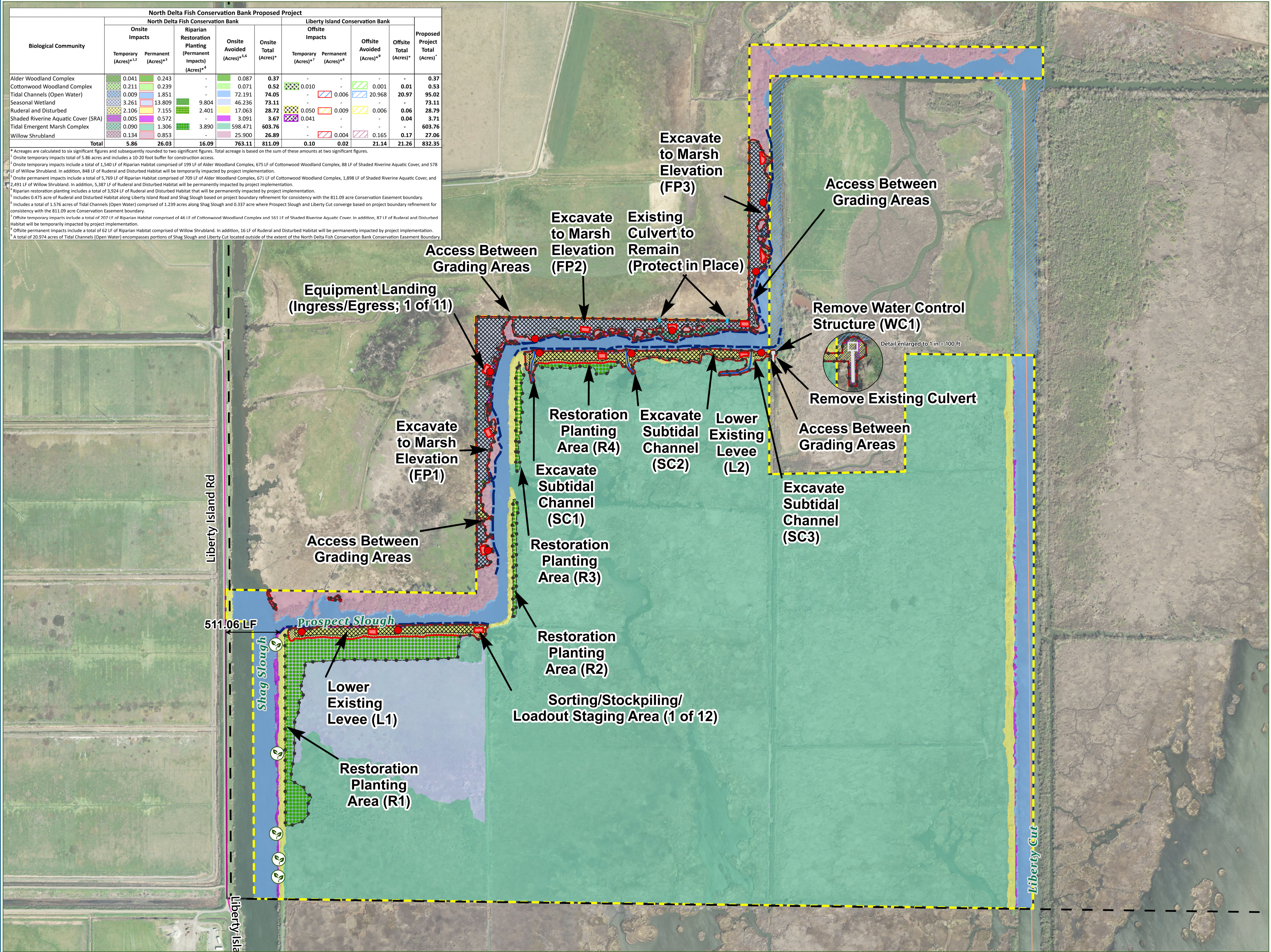
North Delta Fish Conservation Bank

Yolo County, California
121.6802°W 38.324°N



Data Source: Imagery (Google Earth), 03/18/2022
Yolo County, Maxar, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, USGS
Spatial Reference:
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Date Exported: 1/8/2025
Project Number: 105961



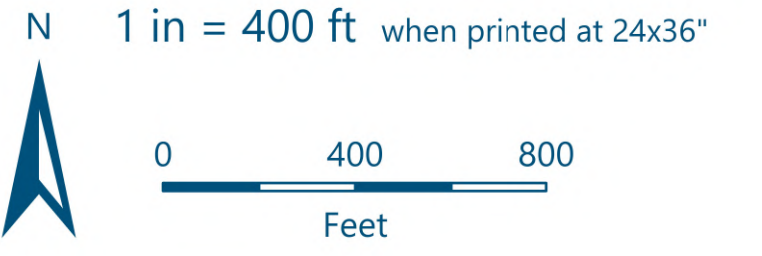


Biological Community	North Delta Fish Conservation Bank Proposed Project										
	North Delta Fish Conservation Bank					Liberty Island Conservation Bank					Proposed Project Total (Acres) ⁺
	Onsite Impacts		Riparian Restoration Planting (Permanent Impacts) (Acres) ⁺ 4	Onsite Avoided (Acres) ⁺ 5,6	Onsite Total (Acres) ⁺	Offsite Impacts		Offsite Avoided (Acres) ⁺ 9	Offsite Total (Acres) ⁺		
	Temporary (Acres) ⁺ 1,2	Permanent (Acres) ⁺ 3				Temporary (Acres) ⁺ 7	Permanent (Acres) ⁺ 8				
Alder Woodland Complex	0.041	0.243	-	0.087	0.37	-	-	-	-	0.37	
Cottonwood Woodland Complex	0.211	0.239	-	0.071	0.52	0.010	-	0.001	0.01	0.53	
Tidal Channels (Open Water)	0.009	1.851	-	72.191	74.05	-	0.006	20.968	20.97	95.02	
Seasonal Wetland	3.261	13.809	9.804	46.236	73.11	-	-	-	-	73.11	
Ruderal and Disturbed	2.106	7.155	2.401	17.063	28.72	0.050	0.009	0.006	0.06	28.79	
Shaded Riverine Aquatic Cover (SRA)	0.005	0.572	-	3.091	3.67	0.041	-	-	0.04	3.71	
Tidal Emergent Marsh Complex	0.090	1.306	3.890	598.471	603.76	-	-	-	-	603.76	
Willow Shrubland	0.134	0.853	-	25.900	26.89	-	0.004	0.165	0.17	27.06	
Total	5.86	26.03	16.09	763.11	811.09	0.10	0.02	21.14	21.26	832.35	

* Acreages are calculated to six significant figures and subsequently rounded to two significant figures. Total acreage is based on the sum of these amounts at two significant figures.
1 Onsite temporary impacts total of 5.86 acres and includes a 10-20 foot buffer for construction access.
2 Onsite temporary impacts include a total of 1,540 LF of Riparian Habitat comprised of 199 LF of Alder Woodland Complex, 675 LF of Cottonwood Woodland Complex, 88 LF of Shaded Riverine Aquatic Cover, and 578 LF of Willow Shrubland. In addition, 848 LF of Ruderal and Disturbed Habitat will be temporarily impacted by project implementation.
3 Onsite permanent impacts include a total of 5,769 LF of Riparian Habitat comprised of 709 LF of Alder Woodland Complex, 671 LF of Cottonwood Woodland Complex, 1,898 LF of Shaded Riverine Aquatic Cover, and 2,491 LF of Willow Shrubland. In addition, 5,387 LF of Ruderal and Disturbed Habitat will be permanently impacted by project implementation.
4 Riparian restoration planting includes a total of 3,924 LF of Ruderal and Disturbed Habitat that will be permanently impacted by project implementation.
5 Includes 0.475 acre of Ruderal and Disturbed Habitat along Liberty Island Road and Shag Slough based on project boundary refinement for consistency with the 811.09 acre Conservation Easement boundary.
6 Includes a total of 1,576 acres of Tidal Channels (Open Water) comprised of 1,239 acres along Shag Slough and 0.337 acre where Prospect Slough and Liberty Cut converge based on project boundary refinement for consistency with the 811.09 acre Conservation Easement boundary.
7 Offsite temporary impacts include a total of 707 LF of Riparian Habitat comprised of 46 LF of Cottonwood Woodland Complex and 161 LF of Shaded Riverine Aquatic Cover. In addition, 87 LF of Ruderal and Disturbed Habitat will be temporarily impacted by project implementation.
8 Offsite permanent impacts include a total of 62 LF of Riparian Habitat comprised of Willow Shrubland. In addition, 16 LF of Ruderal and Disturbed Habitat will be permanently impacted by project implementation.
9 A total of 20,974 acres of Tidal Channels (Open Water) encompasses portions of Shag Slough and Liberty Cut located outside of the extent of the North Delta Fish Conservation Bank Conservation Easement Boundary.

Figure 3
Proposed Project
North Delta Fish Conservation Bank
Yolo County, California
121.6803°W 38.3255°N

- Conservation Easement (±811.09 Ac.)
- Limits of Construction (±32.00 Ac.)
- Property Boundary (±826.95 Ac.)
- County Boundaries
- Existing Culverts to Remain (2 Total)
- USACE - Sacramento District Federal Levee
- Distance between L1 and USACE Levee
- 511.06 Linear Feet
- Special-Status Plants
- Mason's Lilaeopsis - Avoided
- Proposed Elements**
- Tidal Emergent Marsh Complex - Created (±24.80 Ac.)
- Tidal Channels - Created (±0.36 Ac./1,013 Linear Ft.)
- Riparian Restoration Planting Areas (±16.09 Ac.)
- Barge Route
- Water Control Structure & Culvert to be Removed
- Environmentally Sensitive Area (ESA) Fencing
- Turbidity Curtain
- Sorting/Stockpiling/Loadout Staging Area
- Equipment Landing (Ingress/Egress)



Data Source: Imagery 03/18/2022; USDA;Yolo County, Maxar, Yolo County, Maxar, Microsoft; Levee: National Levee Database (USACE)
Spatial Reference: NAD 1983 StatePlane California II FIPS 0402 Feet
Date: 1/16/2025
Project Number: 105961





Figure 5
Proposed Access Route and Disposal Sites

North Delta Fish Conservation Bank
Yolo County, California
121.6906°W 38.2151°N

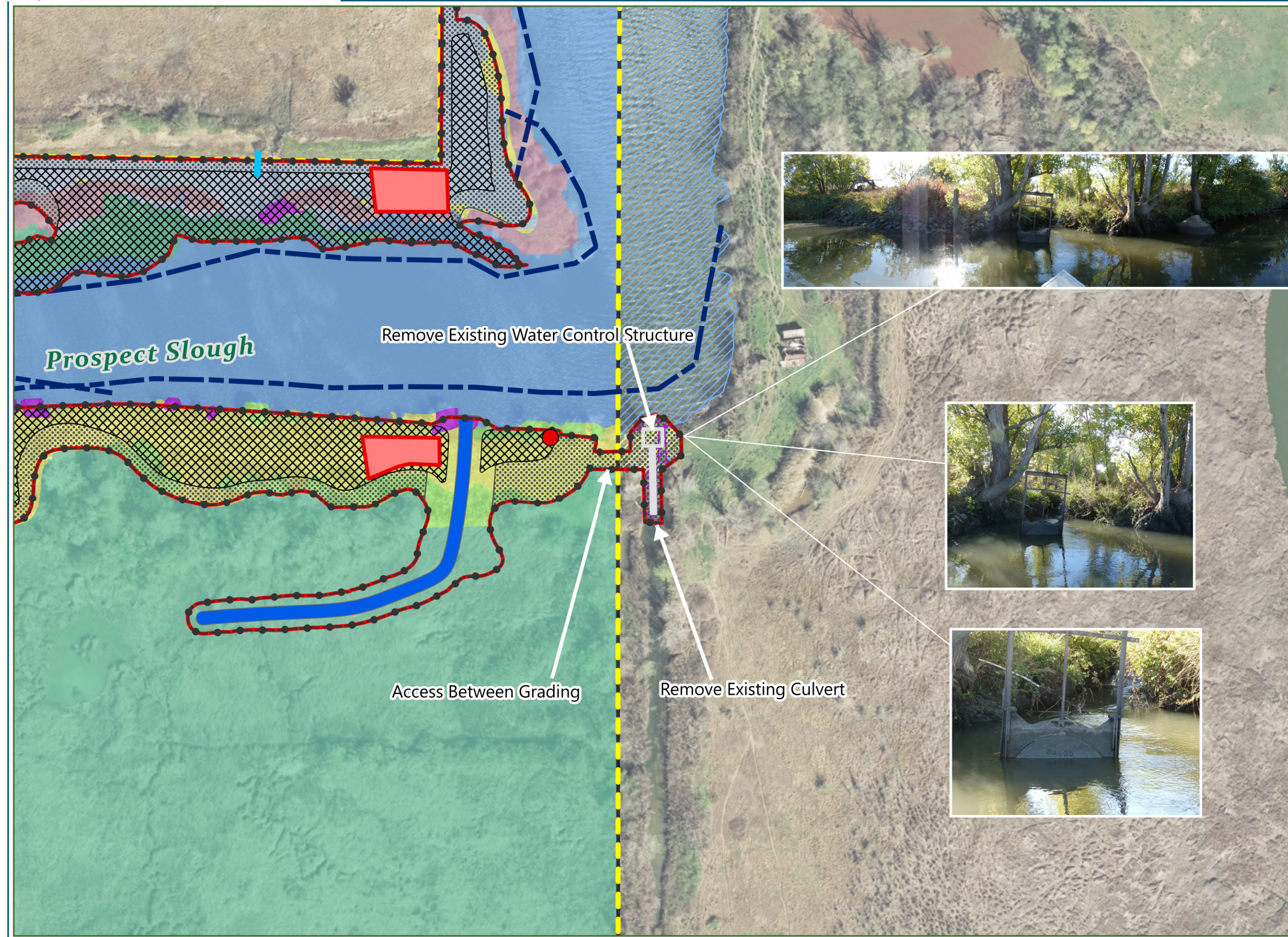


Figure 4
Water Control Structure

North Delta Fish Conservation Bank

Yolo County, California
121.6757°W 38.3286°N

- Conservation Easement (±811.09 Ac.)
- Limits of Construction (±32.00 Ac.)
- Property Boundary (±826.95 Ac.)
- County Boundaries
- Existing Culverts to Remain (2 Total)

Proposed Elements

- Tidal Emergent Marsh Complex - Created (±24.80 Ac.)
- Tidal Channels - Created (±0.36 Ac./1,013 Linear Ft.)
- Water Control Structure & Culvert to be Removed
- Environmentally Sensitive Area (ESA) Fencing
- Turbidity Curtain
- Sorting/Stockpiling/Loadout Staging Area
- Equipment Landing (Ingress/Egress)

N 1 in = 100 ft when printed at 11x17"

0 50 100
Feet

Data Source: Imagery from 03/18/2022, Yolo County, Maxar, Microsoft.
Spatial Reference: NAD 1983 StatePlane California II FIPS 0402 Feet
Date: 12/23/2024
Project Number: 105961

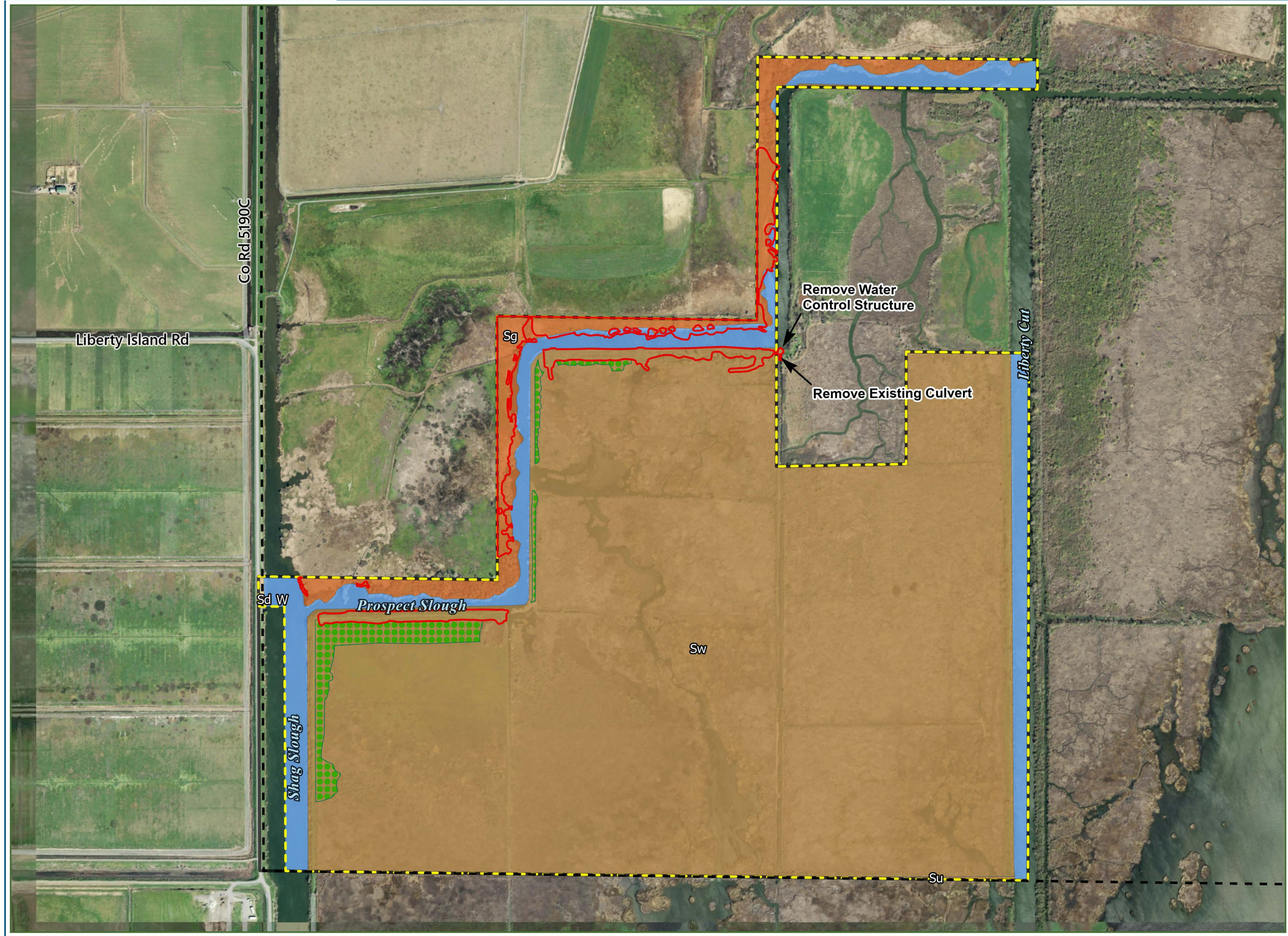


Figure 5
Soils

North Delta Fish Conservation Bank

Yolo County, California
121.6803°W 38.3255°N

- Conservation Easement (±811.09 Ac.)
- Limits of Construction (±32.00 Ac.)
- Property Boundary (±826.95 Ac.)
- County Boundaries
- Riparian Restoration Planting Areas (±16.09 Ac.)

Soils

- (Sd) - Sacramento Clay, Drained (±0.41 Ac.)
- (Sg) - Sacramento Soils, Flooded (±44.47 Ac.)
- (Sw) - Sycamore Complex, Flooded (±692.88 Ac.)
- (Su) - Sycamore Complex, Occasionally Flooded (±0.95 Ac.)
- (W) - Water (±72.50 Ac.)



Data Source: Imagery 03/18/2022; USDA; Natural Resource Conservation Service Soils Yolo County, Maxar
Spatial Reference: NAD 1983 StatePlane California II FIPS 0402 Feet
Date: 5/29/2025
Project Number: 105961

**Delta Levees Habitat Program
Guide to Planting Native Grassland Habitat on a
Reconstructed Landside Levee Slope
(CDFW and DWR, unpublished memo)**

Delta Levees Habitat Program Guide to Planting Native Grassland Habitat On a Reconstructed Landside Levee Slope



The Delta Levees Program habitat enhancement mission is to “restore and enhance sustainable and diverse habitats (particularly shaded riverine aquatic, channel margin, wetlands, riparian forest, scrub-shrub, and uplands) in a mosaic that benefits the overall ecological health of the region and its native species.” Levee slopes can meet these objectives by supporting upland native grassland habitat. Native grasslands can be a challenge to establish and maintain; however, a basic understanding of the life cycle and ecology of grasses can help us deliver a lush, weed-resistant native grass and forb cover that provides habitat for wildlife and pollinators on levees. We recommend the following steps:

Soil Preparation

- Choose native seed appropriate to the soil conditions. See recommended seed mixes in attached seed tables.
- Roots need good soil structure that allows water and oxygen to infiltrate the porous spaces. To remedy compaction, shallow chisel (1-2.5 feet deep) and then disc the soil surface or add 6 – 8” of clean, uncompacted top soil to the levee slope.

Grass-Seeding Methods

- Seed in the rainy season (late October through November), but possibly as late as mid-January depending on seed mix and irrigation options. Avoid seeding ahead of a dry spell, when a single rain may germinate and subsequent dry spells may kill shallow-rooted seedlings.
- Drill seed the grass mix on the 4:1 and flatter slopes to a depth of $\frac{1}{4}$ - $\frac{1}{2}$ inch using a no-till range drill such as a Truax drill that can handle the long awns of native grass seed. Drill-seeding requires less seed than other methods and can be more effective for establishment.
- On the 2:1 slope, broadcast grass seed mix and then using a straw blower apply rice straw at 50 bales per acre. Coverage should be 90 percent at 2 inches deep. Incorporate straw into the soil using a tracklayer pulling a bladed crimper lengthwise along the slope. The rice straw will provide erosion control to help prevent the uneven distribution of the soil and seeds.

- Fertilizer is not advised unless the top soil is lacking in basic nutrients. Nitrogen (N) fertilizer tends to benefit non-native species over native species. For more details on successful seeding of native grasses see John Anderson's "Direct Seeding of California Native Grasses in the Sacramento Valley and Foothills":
<http://www.hedgerowfarms.com/pdfs/DirectSeedingofCaliforniaNativeGrasses.pdf>

Forb-Seeding Methods (after grass establishment and control of broadleaf weeds)

- Broadcast forb seed mix into the native grasses during the fall rainy season after three years of weed control. Alternatively, any bare ground patches can be seeded with forbs by broadcasting seed and then light tilling or harrowing. See Table 2 for forb seed recommendations.
- Once the site has been seeded with forbs, herbicide use must be limited to spot spraying for invasive weeds.

Monitoring and Maintenance

Native grasses are slower to germinate and grow, needing help against fast-growing, tall weeds that can out-compete for sun and nutrients. Once native grasses and forbs take root, regular maintenance, primarily weed control such as well-timed mowing and herbicide application, will be necessary to ensure their permanency. By slightly adjusting existing levee maintenance activities, the District can ensure the development and maintenance of valuable habitat with little additional time and effort.

Year One Management Activities:

- Monitor bi-weekly during early months to assess seedling germination success, and less regularly over the year to monitor weeds. Areas can be reseeded as late as January, if germination was unsuccessful, depending on rain outlook for spring.
- Plan to use supplemental watering if dry periods develop during the typical rainy season (October-April). Use truck broadcast irrigation if soil infiltration occurs relatively quickly. Use sprinkler irrigation if water infiltration is slow and runoff would occur if a truck broadcast irrigation was used.
- Mow with the blade(s) set for a minimum of 8 inches off the ground in early spring (typically end of April) to target non-native, annual grasses (such as ripgut brome, barley, wild oats, etc.). This frees the native grasses from shade and will reduce non-native, annual grass seed production. This timing is suggested to occur just before the weedy grass seed is fully-developed and able to germinate. In order to determine viability, seed can be opened (squeezed between fingernails) and checked for a clear liquid, which indicates that the timing is right to mow. If the clear liquid has transformed into a white liquid, then the seed is near viability and mowing may be too late to reduce the seed bank for next year's growth.

- Mow again in summer and/or fall, as necessary, to target weed seed production. If broadleaf weeds are competing with native grass seedlings, spray an appropriate selective herbicide at the appropriate time for best control. Special attention is needed to head off development of invasive weed seeds. See the 2013 reference book “Weed Control in Natural Areas in the Western United States” by the UC Davis Weed Research and Information Center for control recommendations of various species.

Years Two-Three Management Activities:

- Monitor the site in early spring (February/March) and again in the fall to determine the appropriate time to mow or plan for herbicide applications. Spray invasive weeds with a selective herbicide during the appropriate time of the year.
- Mow (8-inch minimum blade height) in early April (typically) to target non-native, annual grass seed production and to manage weed seed production as necessary during early to late summer. Avoid mowing in late May-early June to protect native grass seed production.

Long-Term Management Activities:

- Monitor the site in the early spring and in the fall to determine the appropriate time to mow or control for weeds using herbicide.
- Continue to mow (8-inch minimum blade height) in early April to avoid non-native grass seed production. Additional mowing of invasive broad-leaf weeds is sometimes necessary in summer or fall.
- Spot spray invasive weeds with a selective, broad-leaf herbicide to prevent their spread, since boom-spraying of these herbicides will kill desired seeded forbs.

Table 1: Grass seed mix recommendation.

<i>Species name</i>	Common name	Pounds	Pure Live Seed (PLS) per LB (average)
<i>Elymus triticoides</i>	Creeping wildrye	3	130,000
<i>Elymus glaucus</i>	Blue wildrye	6	125,000
<i>Distichlis spicata</i>	Salt grass	4	500,000
<i>Hordeum brachyantherum ssp. Californicum</i>	California barley	4	130,000
<i>Muhlenbergia rigens</i>	Deergrass	1	500,000
<i>Stipa pulchra</i>	Purple needlegrass	2	58,000
	Total	20 lbs	

Table 2: Forb seed mix recommendation.

<i>Forb Species</i>	Common name	Flowering time	Pounds	PLS per LB (average)
<i>Croton setigerus</i>	Dove weed	May-Oct	3	18,000
<i>Asclepias</i> spp.	Milkweed	April-July	3	64,000 (<i>A. fascicularis</i>)
<i>Grindelia camporum</i>	Gumplant	May-Oct	4	80,000
<i>Calindrinia ciliata</i>	Redmaids	Feb-May	1	900,000
<i>Acmispon glaber</i>	Deerweed	May-August	3	158,000
<i>Eriogonum</i> spp.	Buckwheat	May-August	2	Varies
		Total	16 lbs	

The Xerces Society's web site provides details on forb seed mixes appropriate to California and other informational resources such as suppliers and seeding strategies.

<http://www.xerces.org/pollinators-california-region/>

California Native Plant Link Exchange <http://www.cnplx.info/index.html> provides supplier and horticulture information.

For more information on this guidance document, please contact either Alec Strachan of CDFW at Alexander.Strachan@wildlife.ca.gov 209-234-3454 or Molly Ferrell of DWR's Delta Ecosystem Enhancement section at Molly.Ferrell@water.ca.gov 916-651-0853.

Attachment 1

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

INCIDENTAL TAKE PERMIT NO. 2081-2021-040-030

PERMITTEE: Liberty Island Holdings II, LLC

PROJECT: North Delta (Liberty Island II) Fish and Conservation Bank 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	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.	ITP Condition # 6.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) and Biological Monitor(s) using the Biologist Resume Form (Attachment 3) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. The Designated Biologist(s) and Biological Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist(s) and Biological Monitor(s) in writing before starting Covered Activities and shall also obtain approval at least 14 days in advance, in writing, if the Designated Biologist(s) or Biological Monitor(s) must be changed.	ITP Condition # 6.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
3	Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.	ITP Condition # 6.4	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
4	The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction 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.	ITP Condition # 6.5	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
5	Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition # 6.6	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
6	Before starting Covered Activities along each part of the route in active construction, 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 in that area.	ITP Condition # 6.9	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
7	Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.	ITP Condition # 6.10	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
8	The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.	ITP Condition # 7.1	Before commencing ground- or vegetation-disturbing activities	Permittee	
9	Prior to initiating Covered Activities, Permittee shall submit to CDFW a Stormwater Pollution Prevention Plan (SWPPP) to address Best Management Practices (BMPs) utilized to prevent erosion, sediment loss, and potential pollution within the Project site for CDFW review and approval.	ITP Condition # 8.7	Before commencing ground- or vegetation-disturbing activities	Permittee	
10	Permittee shall establish Environmentally Sensitive Areas (ESAs) in the Project Area to minimize the disturbance of GGS habitat from construction-related activities. Permittee shall erect temporary ESA signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary and as directed by the Designated Biologist or Biological Monitor, 200 feet from the edge of potential aquatic GGS habitat. In addition, all potential GGS habitat that can be reasonably avoided during construction activities shall be identified as ESAs and shall be marked by the Designated Biologist or Biological Monitor. Once all construction activities are completed in an area that has an ESA and there are no further threats to the ESA as determined by the Designated Biologist or Biological Monitor, Permittee may remove the temporary ESA signage and associated delineation material (stakes, flags, rope, fencing).	ITP Condition # 8.9	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
11	Permittee shall submit for approval 30 days prior to construction a relocation plan that describes the circumstances under which a GGS would be relocated to the GGS Temporary Relocation Area, and the procedures for doing so. GGS may be relocated to other suitable habitat, including ESAs, with CDFW approval.	ITP Condition # 8.10	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
12	In any construction area that has GGS habitat, a GGS Qualified Biologist shall conduct a survey for GGS no more than 48 hours prior to initiating ground-disturbing or vegetation disturbing/removal activities in or within 200 feet of suitable aquatic and upland habitat. If a GGS is encountered during one of these surveys, Permittee shall not begin ground-disturbing or vegetation-disturbing/removal activities until the snake has left the active work area on its own volition or is captured (see Condition of Approval 8.10 for conditions under which a GGS may be captured) and relocated, by a GGS Qualified Biologist, to suitable habitat identified in the CDFW-approved Rescue and Relocation Plan	ITP Condition # 8.12	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
13	Permittee shall install exclusion fencing around all staging areas (both temporary and mobile) and temporary stockpiles, and any other area identified by CDFW. Permittee shall not install exclusion fencing between GGS upland and aquatic habitat until May 1 of each construction phase and no later than October 1. Fencing in between GGS upland and aquatic habitat shall be placed when GGSs are less likely to use upland habitats and be cut off from aquatic habitat. Fencing shall be checked daily for holes and damage. Permittee shall maintain and repair the barrier immediately to ensure that it is functional and without defects, that fencing material is taut, and that the bottom edge of the fencing material remains buried.	ITP Condition # 8.19	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
14	Prior to initiating Covered Activities, the Designated Biologist(s) shall conduct reconnaissance surveys to identify all potential nesting habitat within 0.25 miles of the Project Area and identify any potential SWHA active nests. Surveys shall follow methods outlined in the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (https://www.wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds). The survey shall include all staging areas, storage areas, stockpile areas, and vehicle access routes. All results shall be submitted to CDFW for review a minimum of 7 days prior to initiating Covered Activities.	ITP Condition # 8.26	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
15	Trees known or suspected to contain active SWHA nests shall not be removed.	ITP Condition # 8.32	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
16	Permittee shall either purchase 21.30 acres of GGS suitable habitat credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 9.3 below OR shall provide for both the permanent protection and management of 21.30 acres of Habitat Management (HM) lands pursuant to Condition of Approval 9.4 below and the calculation and deposit of the management funds pursuant to Condition of Approval 9.5 below. Purchase of GGS suitable habitat credits OR permanent protection and funding for perpetual management of HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 10 below for all uncompleted obligations. The Permittee shall also establish on-site 35.01 acres of GGS habitat pursuant to Condition of Approval 9.7 below.	ITP Condition # 9	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
17	Permittee shall either purchase 38.60 acres of SWHA foraging habitat credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 9.3 below OR shall provide for both the permanent protection and management of 38.60 acres of Habitat Management (HM) lands pursuant to Condition of Approval 9.4 below and the calculation and deposit of the management funds pursuant to Condition of Approval 9.5 below. Purchase of SWHA foraging habitat credits OR permanent protection and funding for perpetual management of HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 10 below for all uncompleted obligations. The Permittee shall also restore on-site 2.22 acres of temporarily and permanently impacted SWHA potential nesting/breeding habitat pursuant to Condition of Approval 9.7 below.	ITP Condition # 9	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
18	If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 21.30 acres of GGS credits and 38.60 acres of SWHA foraging habitat credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of this ITP if Security is provided pursuant to Condition of Approval 10 below	ITP Condition # 9.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

19	<p>If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall:</p> <p>9.4.1. 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.</p> <p>9.4.2. 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.</p> <p>9.4.3. 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.</p> <p>9.4.4. 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.</p> <p>9.4.5. 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.</p> <p>9.4.6. 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</p>	ITP Condition # 9.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
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	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	<p>CDFW approval (see optional management plan template at https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736) (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage.</p> <p>9.4.7. Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management.</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>				

20	<p>If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with this ITP, the conservation easement, and the management plan required by Condition of Approval 9.4.5. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.</p> <p>9.5.1. 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.</p> <p>Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e).</p> <p>Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3).</p> <p>9.5.2. 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</p>	ITP Condition # 9.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
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<p>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> <p>9.5.2.1. 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.</p> <p>9.5.2.2. 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:</p> <p>9.5.2.2.1. 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>9.5.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.</p> <p>9.5.2.2.3. 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> <p>9.5.3. 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.</p> <p>9.5.4. 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.</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>				
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21	<p>The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 9 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <p>10.1. Security Amount. The Security shall be in the amount of \$2,016,587.00 or in the amount identified in 9.1 and 9.2 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 9.1 and 9.2 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.</p> <p>10.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 4) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.</p> <p>10.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.</p> <p>10.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.</p> <p>10.5. Security Transmittal. Permittee shall transmit security to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.</p> <p>10.6. 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.</p> <p>10.7. 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 of the acquisition of the HM lands; • Copies of all executed and recorded conservation easements; • Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and • Timely submission of all required reports. <p>Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.</p>	ITP Condition # 10	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
DURING CONSTRUCTION					
22	To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist 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 Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist 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 that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.	ITP Condition # 6.3	Entire Project	Permittee	
23	Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.	ITP Condition # 6.7	Entire Project	Permittee	
24	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 # 6.8	Entire Project	Permittee	
25	Project-related personnel shall access the Project Area using existing routes, and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. 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.	ITP Condition # 6.11	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
26	Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 6.11 of this ITP.	ITP Condition # 6.12	Entire Project	Permittee	
27	Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 6.13	Entire Project	Permittee	
28	Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.	ITP Condition # 6.14	Entire Project	Permittee	
29	The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall 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.	ITP Condition # 7.2	Entire Project	Permittee	
30	<p>The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist 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 this ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. <p>The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.</p>	ITP Condition # 7.3	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
31	The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 7.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Tara Kerss (Tara.Kerss@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov . CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition # 7.4	Entire Project	Permittee	
32	Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year, beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 7.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.	ITP Condition # 7.5	Entire Project	Permittee	
33	The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.	ITP Condition # 7.6	Entire Project	Permittee	
34	Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (707) 428-2002 and emailing the CDFW Regional Representative. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured 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 animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.	ITP Condition # 7.8	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
35	Permittee shall terminate all Covered Activities at sunset and shall not resume Covered Activities until sunrise. Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department for the geographic area (https://www.esrl.noaa.gov/gmd/grad/solcalc/sunrise.html). Maintenance dewatering activities may be conducted after sunset. Vehicle fueling and maintenance activities may be conducted occasionally at night for up to 6 hours a week, between sunset and sunrise, within CDFW-approved designated staging areas or at the overnight parked locations of tracked heavy equipment.	ITP Condition # 8.1	Entire Project	Permittee	
36	Permittee shall restrict work activities on exterior levees to periods of low rainfall (less than 1/10th of an inch per 24-hour period) and periods of dry weather (with less than a 30% chance of rain). Permittee shall initiate all erosion control measures prior to all storm events. Permittee shall monitor the National Weather Service (http://www.nws.noaa.gov) 72-hr forecast for the Project site. No work shall occur during a dry-out period of 24 hours after the above-referenced wet weather. Weather forecasts shall be documented upon request by CDFW.	ITP Condition # 8.2	Entire Project	Permittee	
37	Permittee shall not stockpile or store construction material where it could wash into the waterway or where it would cover Covered Species habitat.	ITP Condition # 8.3	Entire Project	Permittee	
38	Prior to the entry of any vehicle or equipment into the Project Area including the staging area, Permittee shall ensure equipment and vehicles are clean of vegetation and not leaking fluids. Any equipment or vehicles driven and/or operated in proximity of sloughs and wetlands shall be maintained in good working order to prevent the release of contaminants that if introduced to water could be deleterious to aquatic life, wildlife, or riparian habitat. If a vehicle is found to be leaking fluids of any kind, Permittee shall take immediate measures to stop and/or contain the leak and then remove the vehicle to an off-site location until properly repaired.	ITP Condition # 8.4	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
39	<p>Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one project site and/or waterbody to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: http://www.cal-ipc.org/ip/prevention/index.php and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: http://www.protectyourwaters.net/.</p> <p>8.5.1. Permittee shall not introduce any removed invasive aquatic plant species or part thereof into waters of the State. Permittee may bury or dispose of invasive aquatic plant material onto dry upland habitats as long as the disposal site does not drain towards any nearby pond, ditch, waterway, wetland or proposed wetland. Permittee shall not dispose of invasive aquatic plant species on any waterside levee. If no suitable upland disposal site is located in the Project Area, Permittee shall haul away the plant material and dispose of it at an appropriate off-site location.</p> <p>8.5.2. Permittee shall properly dispose of invasive nonnative terrestrial plants and parts thereof that are physically removed during Covered Activities. Permittee may burn, bury, or haul away the invasive plant material and dispose of it at an appropriate offsite location to prevent their spread in and around the Project Area.</p>	ITP Condition # 8.5	Entire Project	Permittee	
40	Permittee shall provide the name, location, and qualifications of the proposed nurse to CDFW for review and written approval. Permittee shall not acquire or use any plant or seed mix from the nursery until CDFW has provided written approval confirming the nursery is acceptable.	ITP Condition # 8.6	Entire Project	Permittee	
41	If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition of Approval 7.8. Notification shall include the name of the facility where the animal was taken.	ITP Condition # 8.8	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
42	<p>Only a GGS Qualified Biologist (a pre-approved Designated Biologist or Biological Monitor with a combination of academic training and professional experience, as determined by CDFW, in the surveying, monitoring, capturing, handling, and/or relocation of GGS) may capture and handle GGS. The GGS Qualified Biologist shall only relocate GGS if the animal is directly threatened by immediate Covered Activities and the animal is unable to move to a safe area on its own. The GGS Qualified Biologist shall only relocate GGS to areas identified in the CDFW-approved Rescue and Relocation Plan. The GGS Qualified Biologist shall minimize capture and handling to the extent feasible as most reptiles experience stress in response to capture and short-term confinement. Captured animals shall be released immediately.</p> <p>The Designated Representative shall notify CDFW of the capture and handling incident immediately or no later than noon on the next business day if the incident occurs outside of normal business hours. Notification to CDFW shall be via telephone or email, followed by a written incident report. Notification shall include the date, time, location, and circumstances of the incident.</p>	ITP Condition # 8.11	Entire Project	Permittee	
43	<p>Permittee shall limit construction activities within 200 feet of GGS aquatic habitat to the work window of May 1 to October 1. Permittee shall consult with CDFW and the U.S. Fish and Wildlife Service to determine if additional measures are necessary to minimize and avoid take for work between October 1 and May 1. Permittee may conduct work between October 2 and October 31, or April 1 and April 30 on days when the daily ambient air temperature is forecasted to exceed 75 degrees Fahrenheit (F) and maximum daily air temperatures are to have exceeded 75 degrees F for at least three consecutive days immediately preceding work. CDFW may consider requests to work outside of this temperature window during April and October on an activity-by-activity basis. The Permittee shall submit these requests in writing for review and approval by CDFW. Requests shall include a justification for the request and any additional information CDFW deems necessary.</p>	ITP Condition # 8.13	Entire Project	Permittee	
44	<p>If a snake species of any kind is observed within or near the active work site, then all nearby Project activities shall stop and work shall not continue until the snake species is identified by the Designated Biologist or Biological Monitor. If the Designated Biologist or Biological Monitor cannot locate the snake, work may continue as long as the Designated Biologist or Biological Monitor is present and looking out for the snake. If a GGS is discovered at any time within the active work site and staging areas, then all nearby Project activities shall halt until the snake leaves the active work site on its own or is captured (see Condition of Approval 8.10 for conditions under which a GGS may be captured) and relocated, by a GGS Qualified Biologist, to suitable habitat identified in the CDFW-approved Rescue and Relocation Plan</p>	ITP Condition # 8.14	Entire Project	Permittee	
45	<p>When working in or within 200 feet GGS habitat, both aquatic and upland, the Designated Biologist or Biological Monitor shall inspect the work site and areas adjacent to the work site for GGS prior to the start of construction activities each day. If the Designated Biologist or Biological Monitor determines the work site does not contain GGS, construction may be initiated and continue under the observation of the Designated Biologist or Biological Monitor.</p>	ITP Condition # 8.15	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
46	Workers shall inspect under and in equipment and vehicles for snakes before equipment or vehicles are started or moved. If a snake is present, the worker shall immediately notify the Designated Biologist or Biological Monitor and work shall not commence until the snake leaves the area, as determined by the Designated Biologist or Biological Monitor, or is relocated by a GGS Qualified Biologist. If a GGS is found under or in a tracked equipment parked overnight outside a staging area, Permittee shall immediately consult with CDFW and shall subsequently implement any new measures related to overnight equipment storage that CDFW may require to protect GGS.	ITP Condition # 8.16	Entire Project	Permittee	
47	The Designated Biologist or a Biological Monitor shall monitor construction activities in or within 200 feet of suitable GGS aquatic or upland habitat. The Designated Biologist or Biological Monitors shall be present and visually monitor any active ground-disturbing, ground-clearing, or rip rap removal activities for the presence of snakes. The Designated Biologist shall submit GGS habitat mapping for the past month in the Monthly Compliance Report (Condition of Approval 7.4). The Monthly Compliance Report shall also include maps documenting the expected GGS habitat for the next month and expected construction activities in GGS habitat.	ITP Condition # 8.17	Entire Project	Permittee	
48	If Permittee unearths or uncovers a GGS while conducting ground-disturbing activities, Permittee shall immediately stop work within all GGS habitat and notify CDFW. Permittee may continue work in the area only after consulting with CDFW and implementing any new measures that CDFW may require to protect Covered Species.	ITP Condition # 8.18	Entire Project	Permittee	
49	Permittee shall store all construction pipes, culvert, or similar structures in a fenced staging area until ready for use. Workers shall thoroughly inspect all construction pipe and similar structures with a diameter of 0.25 inches or greater that are stored for one or more overnight periods for GGS before the pipe is subsequently moved, buried, or capped. If a GGS is detected during inspection, workers shall notify the Designated Biologist or Biological Monitor and allow the animal to safely escape that section of pipe before moving and utilizing the pipe.	ITP Condition # 8.20	Entire Project	Permittee	
50	Permittee shall fence or cover open trenches or holes within 200 feet of GGS aquatic habitat when workers are not in the immediate area. Covers shall be constructed such that snakes cannot get under the trench cover or hole cover. If a trench or hole cover is placed on uneven or bumpy ground, Permittee shall ensure that all gaps between the cover and ground are filled with soil such that a snake cannot slither under the cover. Permittee shall ensure all excavated trenches and holes, that are not enclosed by exclusion fencing, are provided with one or more escape ramps to prevent inadvertent entrapment of GGS. The ramps shall be constructed of earth fill or wooden planks.	ITP Condition # 8.21	Entire Project	Permittee	
51	The Designated Biologist or Biological Monitor shall check all excavated open holes, pumps, and trenches for GGS at the beginning, middle, and end of each day for trapped animals, and immediately prior to filling the hole or trench. If there is a GGS trapped in these features, a GGS Qualified Biologist shall remove and relocate the animal(s) to a safe location within suitable habitat identified in the CDFW-approved Rescue and Relocation Plan.	ITP Condition # 8.22	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
52	If a GGS is killed during Project-related activities, a GGS Qualified Biologist shall collect and preserve the carcass and immediately notify CDFW as described in Condition of Approval 7.8.	ITP Condition # 8.23	Entire Project	Permittee	
53	Permittee shall consult with CDFW prior to operating any pumps for controlling internal water levels that operate during daylight hours, from April 1 through October 14, in or within 200 feet of or in GGS habitat. CDFW may require screens or other devices to prevent snake entrapment into pump intakes.	ITP Condition # 8.24	Entire Project	Permittee	
54	When the GGS Temporary Relocation Area is in active use, the Designated Biologist or Biological Monitor shall check for GGSs on the Cross Levee road immediately prior to vehicles driving on Cross Levee road within the GGS Temporary Relocation Area. Permittee shall install signage on both sides of the GGS Temporary Relocation Area to alert drivers of the additional sensitive habitat and requirement for the Designated Biologist or Biological Monitor clearance of the road.	ITP Condition # 8.25	Entire Project	Permittee	
55	A Designated Biologist(s) shall be on-site daily for all Covered Activities occurring during the SWHA breeding season from March 15 to September 15. If a SWHA nest within 0.25 miles of the Project Area is active beyond the nesting season, monitoring shall continue each day until the young have fledged.	ITP Condition # 8.27	Entire Project	Permittee	
56	If a lapse in Covered Activities of 7 days or longer occurs, additional surveys shall be performed prior to resuming Covered Activities during the nesting season (March 15 to September 15) and the results sent to CDFW 48 hours prior to the re-initiation of work. All daily construction survey results should be submitted weekly to CDFW when an active nest is present and monthly when no active nest is present.	ITP Condition # 8.28	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
57	<p>If active SWHA nests are found, no Covered Activities shall occur within 0.25 miles of an active nest unless a smaller buffer is established in consultation with CDFW. If SWHA do not exhibit signs of disturbance, as specified in Condition of Approval 8.29, the buffer distance can be incrementally reduced based on monitoring the response of Covered Species to Covered Activities. With written approval from CDFW, the Designated Biologist(s) may increase, reduce or remove the buffer based on the monitoring responses of SWHA. If more than one (1) nest site is found within 0.25 miles of the Project Area an amendment to this ITP is required to address changed biological circumstances.</p> <p>The Permittee shall clearly delineate the buffer zone around an active nest within the Project Area with posted signs demarcating the area to avoid and using stakes, fencing, flags, and/or rope or cord to minimize the disturbance of Covered Species nesting behaviors. All construction personnel shall be notified of the existence and location of the known active Covered Species nest site and any active Covered Species nest sites detected during pre-construction surveys. Construction Personnel shall be instructed to minimize disturbances to these sites to the maximum extent feasible during nesting season. Trees or other features containing active nests shall be flagged or otherwise marked in the field. The marking should be readily visible at a distance of at least 100 feet. If a nest is located on an off-site property, signage and/or flagging shall be placed at the property boundary near where the nest is located. The sign shall indicate the direction and approximate distance of the nest from the property line.</p>	ITP Condition # 8.29	Entire Project	Permittee	
58	<p>A Designated Biologist(s), who is experienced in raptor behavior and approved by CDFW, shall be assigned to monitor the behavior of actively nesting SWHA. The Designated Biologist(s) shall have the authority to stop all Covered Activity determined to cause abnormal nesting behavior which may cause nest abandonment and loss of eggs/young. Abnormal nesting behaviors include, but are not limited to, swooping/stooping excessive vocalization (distress calls), agitation, standing up from a brooding position, failure to remain on the nest, and failure to deliver prey items for an extended time-period. Project activities resulting in abnormal nesting behavior shall not resume until the Designated Biologist(s) has consulted with CDFW and both the Designated Biologist and CDFW confirm that the bird's behavior has normalized, or the young have left the nest. On a weekly basis, the Designated Biologist shall report directly to CDFW the status of each Covered Species active nest. Reports shall include observations of abnormal nesting behaviors and any significant changes in ambient conditions due to Covered Activities. Significant changes would include noise levels and visual conditions such as an increase in the number of personnel walking around the Project Area or mobilization of large equipment into the Project Area.</p>	ITP Condition # 8.30	Entire Project	Permittee	
59	<p>If the Project results in nest abandonment and nestling(s) are still alive, the Designated Biologist(s) shall recover the hatchling(s) or egg(s) and immediately take it to a CDFW-approved wildlife rehabilitation or veterinary facility. Permittee shall bear any cost associated with recovery of nestling(s) and hacking (controlled release of captive reared young) of the nestling(s).</p>	ITP Condition # 8.31	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
POST-CONSTRUCTION					
60	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 # 6.15	Post-construction	Permittee	
61	No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.	ITP Condition # 7.7	Post-construction and after completion of mitigation	Permittee	
62	Permittee shall establish on-site 35.01 acres of GGS habitat; and additionally restore 2.22 acres of riparian habitat that will be temporarily disturbed during construction to pre-project or better conditions. Within 12 months of issuance of this ITP, the Permittee shall prepare and submit Habitat Restoration and Monitoring Plan (HRMP) to CDFW for written approval. The HRMP shall describe: 1) actions that will be undertaken to remove and control invasive species in the restoration area(s), 2) effectiveness monitoring that will be conducted at the sites to ensure that the restored habitat maintains suitable habitat for GGS and riparian habitat, 3) success criteria, and 4) any other activities necessary to create and restore desired habitats.	ITP Condition # 9.7	Post-construction	Permittee	

**BIOLOGIST RESUME**

Project Name: Click or tap here to enter text.

LSA Agreement/ITP Number(s): Click or tap here to enter text.

COVER SHEET

SUBMIT EACH RESUME AS A SEPARATE DOCUMENT

Name	Requested Role(s) ¹	Species/Resource(s)

This form requests information about the qualifications of the Qualified Biologist, Designated Biologist and Biological Monitor specified in California Endangered Species Act Incidental Take Permits (ITP) and Lake or Streambed Alteration (LSA) Agreements issued by California Department of Fish and Wildlife (CDFW). **Completing this form will ensure the receipt of adequate information and expedite CDFW review of qualifications.**

¹ Requested roles correspond to the biological staffing requirements indicated in the Lake and Streambed Alteration (LSA) Agreement or California Endangered Species Act Incidental Take Permit (ITP). Roles may include a "Qualified Biologist" or "Designated Biologist" with the necessary experience to survey for special status species, or a "Biological Monitor" with the necessary experience to monitor construction activities for special status species. An individual may request more than one role.



BIOLOGIST RESUME

Project Name: Click or tap here to enter text.

LSA Agreement/ITP Number(s): Click or tap here to enter text.

SECTION I. NAME AND CONTACT INFORMATION

Name:	Title:
Company Name & Address:	
Phone:	Email:

SECTION II. EDUCATION

College/University, Degree Name and Type Related to Natural Resource Science (e.g., BS in ecology), and Dates of Attendance:
Other Relevant Workshops & Training:

SECTION III. ROLE(S) AND PERMIT REQUIREMENTS

Requested Role(s):
Relevant LSA Agreement Measures or ITP Conditions²:

SECTION IV. SPECIES AND RESOURCE EXPERIENCE – SUMMARY

This section summarizes experience by special status species and other resource. Use one row for each species or other resource where surveys or special protections are required in the CESA ITP or LSA Agreement for which biologist approval is requested.³ If more space is needed, add rows to this table. Provide details in Section V.

Species or Resource	Number of Field Seasons & Hours, Life Stages Observed Provide project details in Section 5	Life History Knowledge Describe formal workshops & training with dates, or informal training details	CDFW SCP, MOU, & USFWS 10a1a Authorization Number & Authorized Activities This form does not fulfill SCP, MOU, & USFWS 10a1a reporting requirements
Insert Species or Resource 1	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:
Insert Species or Resource 2	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:
Insert Species or Resource 3	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:

² List all measures and conditions from the LSA Agreement or ITP requiring biological staff (i.e., Qualified Biologist, Designated Biologist, or Biological Monitor).

³ Often LSA Agreements/ITPs require surveys and other protections for multiple species and other resources. Include only those for which the biologist has experience and is requesting approval.

**BIOLOGIST RESUME**

Project Name: Click or tap here to enter text.

LSA Agreement/ITP Number(s): Click or tap here to enter text.

SECTION V. SPECIES AND RESOURCE EXPERIENCE – DETAILS

This section details experience from the three most recent and relevant projects for each species and resource identified in Section IV. If more space is needed, attach additional pages in the same table format (i.e., copy/paste format).

SPECIES OR RESOURCE 1:**Project 1 Name & Location:****Project Start Date:****Project End Date:****LSA Agreement, ITP, or Other Agency Permit Number:****Role(s)⁴:****Survey Type(s)⁵:****Construction Monitoring⁶****Days:****Activities:****Species Life Stages Observed & Handled, Number of Each****Life Stage:****Number Observed:****Number Handled:****Reported to****CNDDB⁷ (Y/N):****Company Name, Professional Reference Name, Phone, Email:****If not reported to CNDDB, why:****CDFW and Other Agency Email:****Project 2 Name & Location:****Project Start Date:****Project End Date:****LSA Agreement, ITP, or Other Agency Permit Number:****Role(s):****Survey Type(s):****Construction Monitoring:****Days:****Activities:****Species Life Stages Observed & Handled, Number of Each****Life Stage:****Number Observed:****Number Handled:****Reported to****CNDDB (Y/N):****Company Name, Professional Reference Name, Phone, Email:**

⁴ Insert the role as described in the associated LSA Agreement, ITP or other agency permit. If these permits were not issued, describe the role based on the duties, e.g., "lead biologist with handling authorization" or "biological monitor."

⁵ For example, pre-construction survey or description of the protocol or guideline followed.

⁶ Include the number of days and describe the types of activities monitored (e.g., heavy equipment operation).

⁷ CNDDB is the abbreviation for California Natural Diversity Database.



BIOLOGIST RESUME

Project Name: [Click or tap here to enter text.](#)

LSA Agreement/ITP Number(s): [Click or tap here to enter text.](#)

If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	
Project 3 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	
Additional Information:	
SPECIES OR RESOURCE 2:	
Project 1 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	



BIOLOGIST RESUME

Project Name: [Click or tap here to enter text.](#)

LSA Agreement/ITP Number(s): [Click or tap here to enter text.](#)

Project 2 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDB, why:	
CDFW and Other Agency Email:	
Project 3 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDB, why:	
CDFW and Other Agency Email:	
SPECIES OR RESOURCE 3:	
Project 1 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	

**BIOLOGIST RESUME**

Project Name: Click or tap here to enter text.

LSA Agreement/ITP Number(s): Click or tap here to enter text.

Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	
Project 2 Name & Location:	
Project Start Date:	End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	
Project 3 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring:	



BIOLOGIST RESUME

Project Name: [Click or tap here to enter text.](#)

LSA Agreement/ITP Number(s): [Click or tap here to enter text.](#)

Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	

[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 laws 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"]