



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

California Endangered Species Act
Incidental Take Permit No. 2081-2023-039-04

BAKERSFIELD GATEWAY HOSKING AND SOUTH H STREET 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:	Hosking Retail, LLC Hosking Industrial, LLC
Principal Officer:	Daniel Sachs, (312) 576-4291 Daniel.Sachs@Decaco.com
Contact Person:	Travis Duncan, (949) 433-3460 Travis.duncan@decaco.com
Mailing Address:	201 Spear Street #1100 San Francisco, California 94105

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 **January 31, 2031**.

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 Final Mitigation Report 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 Bakersfield Gateway Hosking and South H Street Project (Project) is located on a 90.58-acre area in the northeast quarter of Section 25, T30S, R27E, Mount Diablo Base and Meridian (M. D. B. & M), Bakersfield, California (Figure 1). Regional access to the Project is via Highway 99 to Hosking Road. The Project is located north of Hosking Road, lying between South H Street and Highway 99. The Project is directly adjacent to Highway 99 on the west, South H Street on the east, and Berkshire Road on the north. The Project is comprised of three phases: Phase 1, Phase 2, and Phase 3. Each Phase of construction, their corresponding Phase number, and Assessor's Parcel Number(s) are identified in the Table 1 below.

Table 1. Phase Location

Phase Number	Assessor's Parcel Number(s) (APN)
1	515-020-07-00-0, 515-020-08-00-3, 515-020-09-00-6, and 515-020-44-00-7
2	515-020-09-00-6 and 515-020-44-00-7
3	515-020-30-00-6

IV. Project Description:

The Project includes the phased development of 90.58 acres of undeveloped land into a distribution center, refrigerated warehouse, the installation of 2 water retention basins, 12 commercial buildings, and associated utility structures. Off-site improvements include the street widening of South H Street and Berkshire Road, utility improvements and connections for South H and Berkshire to the Project Site, and installation of traffic signals. Phase 1 includes the construction of the distribution center with refrigerated warehouse, and 2 water retention basins. Phase 2 includes the construction of 9 typical retail buildings, and Phase 3 includes the construction of 3 typical retail buildings.

For all three phases of construction, earthmoving activities include grading, over-excavation of soil, compaction of soil, utility trenching, concrete paving, and asphalt paving. All three phases of construction include vertical construction of wood framed walls, vertical construction of concrete tilt up walls, associated roof structure construction, construction of curbs, gutters, landscaping, and fencing. Earthmoving activities for Phase 1 are expected to take approximately 3-4 months to complete, while earthmoving for Phases 2 and 3 will take approximately 2-3 months for each phase (Table 2). Project Activities that are expected to occur in Phases 1, 2, and 3 are further described below (see Attachment 4 for Site Plan):

Phase 1: Distribution Center, Refrigerated Warehouse, Water Retention Basins, and Associated Structures

Phase 1 includes the construction of a split distribution center and refrigerated warehouse, 422 trailer stalls, 612 parking stalls, 353,234 square-feet of landscaping, a 70,341 square-foot water retention basin, and a 43,390 square-foot water retention basin. Construction activities

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for the split distribution center and refrigerated warehouse include the construction of a typical large tilt-up building, framing, curing, lifting of wall panels, roofing structures and roof installation, installation of utilities including mechanical, electrical, fire protection, and plumbing systems, site work, and building finishes. Concrete and asphalt pours will occur for the construction of trailer and parking stalls, roadways, walkways, and landscaping activities. Construction activities to install WRB 1 and WRB 2 include a 70,341 square-foot excavation and a 43,390 square-foot excavation at a depth ranging from 2-10 feet. Concrete will be poured into the excavated areas around the inner and outer perimeter of the excavations for slope stabilization. Phase 1 will occur on approximately 61.34 acres.

Phase 2: 9 Commercial Buildings and Associated Structures

Phase 2 includes the construction of 9 commercial buildings, 830 parking spaces and 121,211.45 square feet of landscape area. The remaining area is dedicated to roadways and walkways. Construction activities for the commercial buildings include the construction of a typical large tilt-up building, framing, curing and lifting of wall panels, roofing structures and roof installation; installation of utilities including mechanical, electrical, fire protection, plumbing systems; site work, and building finishes. Activities for the construction of trailer and parking stalls, roadways, and landscaping activities include concrete and asphalt pours. Phase 2 will occur on approximately 19.36 acres.

Phase 3: 3 Commercial Buildings and Associated Structures

Phase 3 consists of the construction of 3 commercial buildings, 394 parking spaces, and 43,313.62 square feet of landscape area. The remaining area is dedicated to roadways and walkways. Activities for the construction of the commercial buildings include the construction of a typical large tilt-up building, which includes the framing, curing and ultimately lifting of wall panels, roofing structures and roof installation; installation of utilities including mechanical, electrical, fire protection, and plumbing systems; site work, and building finishes. Concrete and asphalt pours are expected to occur for the construction of trailer and parking stalls, roadways, walkways, and landscaping activities. Phase 3 will occur on approximately 9.88 acres.

Staging for all three phases will occur on 2.5 acres located within the boundaries of Phase 1. Equipment in the Staging Area is expected to include temporary trailers used to house construction offices and Conex boxes to store tools and construction materials, such as wood, rebar, and conduit ranging from 0.5" to 60" diameter. Materials will be primarily stored on pallets for approximately one week before being used in construction. Heavy equipment to be used for the Project may include, but not be limited to, backhoes, scrapers, graders, compaction rollers, skid steers, front-end loaders, water trucks, dump trucks, all terrain forklifts, haul trucks, cranes, concrete trucks, and pavers. Earthmoving equipment such as backhoes, scrapers, graders, front-end loaders, and dump trucks will primarily be used during the initial site preparation and grading work. Post-grading, equipment will be used to transport materials around the site, perform various construction related activities and installation work. During vertical construction, mobile cranes will be needed to lift panels, set equipment, and construct the buildings.

Table 2. Anticipated Project Timeline Per Phase of Construction

Phase	Approximate Phase Commencement	Approximate Phase Completion	Expected Duration
Phase 1	2024	2026	24 months
Phase 2	2025	2027	24 months
Phase 3	2028	2030	24 months

For all three phases, the typical work week will be Monday through Friday from 6:00 AM to 5:00 PM. Work activities such as large concrete pours are expected to be performed outside of the typical work hours due to weather or other scheduling considerations. The Project is expected to have 60 days of non-continuous night work, where deployment of lighting is necessary to complete work in a safe manner and to deter potential theft.

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. San Joaquin kit fox (<i>Vulpes macrotis mutica</i>)	Threatened ⁴

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

VI. Impacts of the Taking on Covered Species:

Project Activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above expected to result in incidental take of individuals of the Covered Species include clearing and grubbing to removing vegetation; soil grading; leveling (cut or fill); compacting soil; excavating and trenching; pouring asphalt and concrete; temporarily storing materials, vehicles and equipment; transporting construction materials and other project-related traffic; trash and debris removal; seeding; other construction activities described in the Project Description above; and mortality reduction activities as specified in this ITP (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities such as construction crews or equipment running over, crushing, or entombing Covered Species situated either above or below ground during initial ground-breaking or during ongoing work. Incidental take of individuals may also occur from the Covered Activities in the form of pursuit, catch, capture or attempt to do so from entrapment in holes or open trenches; entrapment in exclusion fencing; corralling individuals into a confined area, and temporary loss of habitat. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch,

³Under 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)(6)(E).

capture, or attempt to do so of the Covered Species from Project's incremental contribution to cumulative impacts (indirect impacts) including exposure to chemical contamination from uncured concrete, concrete dust, drilling fluids, paint, and other construction chemicals; loss of breeding and denning habitat used for shelter, reproduction, and escape cover; long term effects due to increased pollution; displacement from preferred habitat; increased competition for food and space; introduction or spread of invasive species; changes in drainage patterns; and increased vulnerability to predation from construction activities and night lighting. The areas where authorized take of the Covered Species is expected to occur include: Phase 1, Phase 2, and Phase 3 (Figures 1 and 2).

Table 3. Expected Impacts to Covered Species Habitat Per Phase of Construction

Construction Phase	Impacts per Phase of Construction
Phase 1	Permanent Impacts to 61.34 acres
Phase 2	Permanent Impacts to 19.36 acres
Phase 3	Permanent Impacts to 9.88 acres
Total	Permanent Impacts to 90.58 acres

The dominant vegetative communities are ruderal grassland and non-native shrubs. The Project is expected to result in the removal of a total of 90.58 acres of denning and foraging habitat for the Covered Species (Covered Species habitat) (Figure 3; Table 3).

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 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 vehicle ingress and egress, staging and parking, and noise and vibration generating activities that may result in 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 Environmental Impact Report (SCH No.:2022030196) certified by City of Bakersfield on December 13, 2023, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
- 3. ESA Compliance:** Permittee shall implement and adhere to the terms and conditions related to the Covered Species of the United States Fish and Wildlife Service (USFWS) approval letter for the Project to purchase credits from the Kern Water Bank Conservation Bank as well as the terms and conditions set forth in the Kern Water Bank Conservation Bank Habitat Conservation Plan/Natural Community Conservation Plan pursuant to section 10(a)(1)(B) of the Federal Endangered Species Act (ESA) and Fish and Game Code section 2800, respectively. 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.
- 4. ITP Time Frame Compliance:** Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.

5. General Provisions:

- 5.1. Designated Representative.** Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
- 5.2. Designated Biologist(s) and Designated Monitor(s).** Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the proposed Designated Biologist(s) and Designated Monitor(s) using the Biologist Resume Form (Attachment 2) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall review qualifications before submission and ensure that the Designated Biologist(s) are knowledgeable and experienced in the biology and natural history of the Covered Species, and the applicable Conditions of Approval listed in this ITP. CDFW may approve Designated Monitor(s) not meeting the qualifications of a Designated Biologist to assist in compliance monitoring and/or implementation of Conditions of Approval as specified by CDFW. Designated Monitor responsibilities shall be restricted to specific ITP Conditions of Approval specified by the Permittee at the time their qualifications are submitted for review. Designated Monitors and

their specific activities shall be approved in advance and in writing by CDFW. The Designated Biologist(s) and Designated Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist(s) and Designated Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Designated Monitor(s) must be changed.

- 5.3. 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.
- 5.4. 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.
- 5.5. Construction Monitoring Documentation.** The Designated Biologist(s) and Designated 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.

- 5.6. Trash Abatement.** Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 5.7. Dust Control.** Permittee shall implement dust control measures during Covered Activities to 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.
- 5.8. Erosion Control Materials.** Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 5.9. Delineation of Property Boundaries.** Before starting Covered Activities along each part of the route in active construction, Permittee shall clearly delineate the boundaries of the Project Area and each active Phase with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.
- 5.10. Delineation of Habitat.** Permittee shall clearly delineate habitat of the Covered Species within the Project Area and each active Phase with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 5.11. Project Access.** Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. 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.

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

6. Monitoring, Notification and Reporting Provisions:

- 6.1. Notification Before Commencement.** The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.
- 6.2. Notification of Non-compliance.** The Designated Representative shall immediately notify CDFW 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.
- 6.3. Geographic Information Systems Data Files.** Before starting Covered Activities within any Phase, the Permittee shall provide CDFW with Geographic Information Systems (GIS) data files documenting the boundary of the upcoming Phase. The

Permittee shall provide any additional GIS data files for the Project or related Covered Species features within 30 days of CDFW's request. All GIS data files shall be provided in a format acceptable to CDFW.

- 6.4. Pre-Activity Survey Report.** At least 3 days prior to starting Covered Activities in each Phase, Permittee shall prepare and submit to CDFW the results of pre-activity surveys and maps of potential and known dens per Condition of Approval Pre-Activity Clearance Surveys.
- 6.5. Compliance Monitoring.** The Designated Biologist shall be on site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections a minimum of once a week during periods of inactivity and after clearing, grubbing, and grading are completed. The Designated Biologist shall conduct compliance inspections to:
- (1) minimize incidental take of the Covered Species;
 - (2) prevent unlawful take of species;
 - (3) check for compliance with all measures of this ITP;
 - (4) check all exclusion zones; and
 - (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area.

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

- 6.6. Quarterly Compliance Report.** The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval Compliance Monitoring into a Quarterly Compliance Report (QCR) and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Quarterly Compliance Reports shall 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. Quarterly Compliance Reports shall be submitted by January 15, April 15, July 15, and October 15 via email to CDFW's Regional Representative, Regional CESA Program, and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Shaelyn Latronica (Shaelyn.Latronica@wildlife.ca.gov), the CDFW Regional Office e-mail is R4CESA@wildlife.ca.gov, and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting

schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.

- 6.7. Annual Status Report.** Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year identified in Condition of Approval Quarterly Compliance Report; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.
- 6.8. 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 Quarterly Compliance Report or ASR, whichever is submitted first relative to the observation.
- 6.9. 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 Quarterly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.
- 6.10. 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 (559) 243-4005. 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.

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

- 7.1. Active Phase Boundary. Permittee shall restrict all Covered Activities, including staging and Project access to within the boundaries of any active Phases that have completed Condition of Approval Covered Species Credits or Condition of Approval Security below. The boundaries of active Phases are defined by the GIS file required in Condition of Approval Geographic Information Systems Data Files. The total area of an individual active Phase shall not exceed the acreage described in the Project Description. Phases do not need to proceed in numerical order.
- 7.2. Rodenticide Use. Permittee shall prohibit the use of rodenticides in the Project Area.
- 7.3. Lighting and Night Work. Permittee shall not use temporary, fixed, exterior lighting, including motion-triggered security lighting, that casts light on Covered Species habitat beyond the footprint of the Project Area between sunset and sunrise unless authorized in writing from CDFW. Temporary, exterior, fixed lighting in the Project Area shall be turned on only when people are present. Permittee shall not install new permanent or upgrade existing lighting in the Project Area, except as otherwise identified in the Project Description. The number of nights worked shall be documented in the QCR (Condition of Approval Quarterly Compliance Report). The documentation shall include the number of nights that work occurred for the quarter that the report covers and a cumulative tabulation of the total number of nights worked since Project initiation.
- 7.4. Equipment and Vehicle Fueling. Permittee shall ensure that all equipment and vehicle fueling and maintenance occur at least 100 feet from any potential or known Covered Species dens (including potential atypical dens and known atypical dens) unless otherwise approved in writing by CDFW. Permittee shall ensure that sufficient spill containment and cleanup equipment shall be present at all fueling locations.
- 7.5. Vehicle Parking. Permittee shall not allow vehicles to park on top of, or within 50 feet of Covered Species dens, except within designated staging areas (Condition of Approval Staging Areas) and in compliance with Conditions of Approval Delineation of Property Boundaries and Delineation of Habitat. Vehicles

left overnight shall be located at least 50 to 500 feet from Covered Species dens, depending on Covered Species activity (see Condition of Approval Covered Species Surveys).

- 7.6.** Pipes and other Structures Entrapment Prevention. Permittee shall ensure that all pipes, hoses, conduit, culverts, or similar materials stockpiled in the Project Area are capped or otherwise enclosed at the ends to prevent entry by Covered Species. Permittee shall not leave pipes, conduit, electrical cabinets, or similar materials or structures stockpiled for one or more work day or night periods where Covered Species may enter them and become trapped.
- 7.7.** Vehicle, Equipment, and Materials Inspection. Workers shall inspect under vehicles and equipment for Covered Species before the vehicles and equipment are moved. Workers shall thoroughly inspect all construction pipe, culverts, or other similar structures with a diameter of one inch or greater that are stored for one or more day or night periods for the Covered Species before the object is subsequently moved, buried, or capped. If a Covered Species is present, the worker shall notify a Designated Biologist and wait for the Covered Species to move unimpeded to a safe location or be moved by the Designated Biologist.
- 7.8.** Soil Stockpiles. Permittee shall ensure that soil stockpiles are placed where soil will not pass into any other "Waters of the State," in accordance with Fish and Game Code section 5650. Permittee shall protect stockpiles to prevent soil erosion.
- 7.9.** Barriers to Covered Species Movement. New roadways shall be constructed without steep curbs, berms, or dikes which prevent Covered Species from crossing the roadway. If curbs are necessary for safety and/or surface runoff, Permittee shall design and construct them as rounded or gently sloping structures as to allow Covered Species to walk over them. If steep dikes are required, design shall include over-site drains or curb/dike breaks spaced at intervals of 25 feet to allow Covered Species passage.
- 7.10.** Open Trenches and Excavations. The Designated Biologists and Designated Monitors shall inspect all open holes, sumps, and trenches within the Project Area at the beginning, middle, and end of each workday for trapped individuals of the Covered Species. To prevent inadvertent entrapment of Covered Species, all open trenches, holes, sumps, and other excavations with sidewalls steeper than a 1:1 (45 degree) slope shall either have an escape ramp of earth or a non-slip material with a less than 1:1 (45 degree) slope or shall be covered when workers or equipment are not actively working in the excavation, day or night. Escape ramps shall be at least 12 inches wide and erected every 15 feet. If a cover will be utilized, the Designated Biologist shall oversee the covering of all excavated, trenches, holes, sumps, or other excavations with a greater than 1:1 (45 degree) slope of any depth with barrier material (such as hardware cloth) at the close of each working day or night such that animals are unable to dig or squeeze under the barrier and

become entrapped. The outer two feet of the excavation cover shall conform to solid ground so that gaps do not occur between the cover and the ground, and the excavation cover shall be secured with soil staples or by similar means to prevent gaps. Worker(s) shall thoroughly inspect all trenches, holes, sumps, or other excavations for Covered Species (or other wildlife) before they are backfilled. If any Designated Biologists, Designated Monitors, or workers discovers that Covered Species have become trapped, Permittee shall cease all Covered Activities in the vicinity and notify a Designated Biologist immediately. Designated Monitors, Project workers and the Designated Biologists shall allow Covered Species to escape unimpeded if possible before Covered Activities are allowed to continue, or a Designated Biologist shall capture and relocate the Covered Species.

- 7.11. On-Site Retention Basin Entrapment Prevention.** Permittee shall ensure that final design of the on-site water retention basins have adequate elements to ensure that Covered Species can escape should one inadvertently enter the basin or elements designed to preclude entry. Permittee shall submit a Basin Design Plan with elements necessary for Covered Species escape and/or entry prevention for review and approval by CDFW prior to implementation of Covered Activities related to basin construction and/or installation.
- 7.12. Covered Species Observations.** All workers shall inform a Designated Biologist if the Covered Species is seen within or near the Project Area during implementation of any Covered Activity. All work in the vicinity of the Covered Species, which could injure or kill the animal, shall cease immediately until the Designated Biologist can relocate the Covered Species.
- 7.13. Pre-Activity Clearance Surveys.** No more than 14 days prior to initial Covered Activities or prior to resumption of work in any Phase if there has been a break in work at that Phase of more than 30 days, the Designated Biologist(s) shall perform pre-construction surveys for the Covered Species to identify potential, known and/or natal Covered Species dens. Pre-construction surveys shall evaluate the entire Project Area and a 50-foot buffer zone (where feasible) beyond the limits of the Project Area, unless otherwise approved in writing by CDFW. If the Designated Biologist identifies any potential, known, and/or natal Covered Species dens, including atypical dens (e.g., pipe or culvert), the den(s) shall be monitored following the Condition of Approval Covered Species Den Excavation unless avoided per Condition of Approval Covered Species Den Avoidance. Permittee shall provide the pre-construction survey results in a written report to CDFW's Regional Representative prior to the beginning of Covered Activities. The report shall include, but not be limited to, methodology, date, time of the survey, map of the potential, known, and/or natal Covered Species den locations, and discussion of each.
- 7.14. Covered Species Den Avoidance.** The Permittee shall notify CDFW's Regional Representative immediately via telephone or e-mail if any active Covered Species

dens are discovered within or immediately adjacent to the Project Area and shall establish no-disturbance buffer zones. No-disturbance buffers shall be established according the following criteria: 1) at least 50 feet for potential dens three inches or larger, for which no evidence is present to conclude that the den is being used or has been used by a SJKF); 2) at least 100 feet for known dens (one that shows evidence of current use or was used in the past); and 3) at least 200 feet for natal dens (den in which SJKF young are reared, typically with two or more openings); and 4) at least 500 feet for natal dens with pups. A reduced Covered Species den avoidance buffer may be authorized with written approval by CDFW. Buffer reduction requests shall be submitted by the Designated Biologist and describe why a reduced buffer will not impact the Covered Species. CDFW may add additional minimization measures as a condition of any buffer reduction approval and must be fully implemented by the Permittee.

- 7.15. Covered Species Detection on Construction Site.** Permittee shall notify CDFW within 24 hours in the event that the Covered Species is observed denning or utilizing structures or materials within any active construction Phase.
- 7.16. Covered Species Den Excavation.** Permittee shall avoid destroying any known or potential SJKF dens unless they are in an area of direct ground disturbance (e.g., grading areas, excavation areas) or their location poses a risk of direct harm to SJKF individuals and shall establish no-disturbance buffer zones. Dens in an area of temporary disturbance shall remain intact and the Designated Biologist shall block the entrance by installing an object approved in advance, in writing by CDFW to prevent SJKF from entering and utilizing the den during Covered Activities. The Designated Biologist shall remove the object immediately after Covered Activities are completed in that Project Phase when the Designated Biologist has determined that potential resumed use of the den will not result in harm to SJKF. Dens (including dens in natural substrate and in/beneath man-made structures) may be destroyed immediately after the Designated Biologist(s) or Designated Surveyor(s) has conducted four consecutive 24-hour periods of monitoring with tracking medium or wildlife camera and determined that Covered Species are not currently present. If the excavation process reveals evidence of current use by Covered Species, then den destruction shall cease immediately and tracking or camera monitoring as described above shall be conducted/resumed. Destruction of the den shall be accomplished by careful excavation, which may be assisted by mechanical means, until it is certain no individuals of the Covered Species are inside. Dens (atypical, known, natal, and potential natal dens) to be destroyed shall be fully excavated by the Designated Biologist(s) or by the Designated Monitor(s) under direct supervision of the Designated Biologist(s). Following excavation, dens shall be filled with dirt and compacted to ensure that Covered Species cannot reenter or use the den. If an individual Covered Species does not vacate a den within a reasonable timeframe, USFWS and CDFW shall be consulted, and Permittee shall obtain written guidance from both agencies prior to proceeding with den destruction. Natal dens shall not be excavated until the pups

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and adults have vacated the den and then only after written concurrence from USFWS and CDFW.

- 7.17. Covered Species Exclusion Fencing. At least 5 days prior to beginning Covered Activities within a Phase, Permittee install exclusion fencing around the perimeter of the active Phase(s). The exclusion fence shall be supported sufficiently to maintain its integrity under all conditions such as wind and heavy rain for the duration of the Covered Activities in the area being fenced. Permittee shall install exclusion fencing in a sequential manner that corresponds to the progression of Covered Activities within active Phases. For example, exclusion fencing is not required to be installed simultaneously at all Phases and shall be removed immediately upon completion of Covered Activities in any given Phase. If the Designated Biologist determines that exclusion fencing is not effective or unnecessary to minimize take of Covered Species, the Permittee may request to forego exclusion fence installation or propose an alternative exclusion fence boundary and/or duration for an active Phase. Any alternative exclusion fence plan boundary or duration shall be submitted to CDFW for written approval and shall be approved prior to modifications.
- 7.18. Covered Species Exclusion Fencing Monitoring and Inspections. The Designated Biologist shall inspect all fence materials prior to installation to ensure they adhere to the Conditions of Approval of this ITP. The Designated Biologist shall accompany the exclusion fence installation, repair, and removal. Permittee shall check the exclusion fence daily during active construction activities and at least once weekly during periods of inactivity and maintain and repair the fence as necessary to ensure its effectiveness and to help minimize any potential for entrapment hazards in the fencing material.
- 7.19. 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 Notification of Take or Injury. Notification shall include the name of the facility where the animal was taken.

8. **Habitat Management Land Acquisition:** CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result 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 purchase 272 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval Covered Species Credits below. Purchase of Covered Species credits 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 Security below for all uncompleted obligations.

Alternatively, the Permittee may purchase Covered Species Credits by phase. Purchase of Covered Species Credits must be complete prior to the start of Covered Activities within the coincident Phase, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval Security, in accordance with the Phase/Mitigation Schedule presented in Table 4, below.

Table 4. Phased Mitigation

Development Phase	Acreage of Impact	Conservation Bank Credit Purchase Amount	Security Amount
1	61.34	184	\$6,569,610.32
2	19.36	58	\$2,074,279.34
3	9.88	30	\$1,075,316.90
TOTAL	90.58	272	\$9,719,206.56

8.1. Cost Estimates. For the purposes of determining the Security amount, CDFW has estimated the cost sufficient for CDFW to purchase 272 Covered Species credits from Kern Water Bank Authority (KWBA) to fulfil the requirements outlined in Condition of Approval **Habitat Management Land Acquisition** as follows:

8.1.1. KWBA Cost Per Credit. The cost for 1 credit at KWBA is \$35,000.00

8.1.2. KWBA Transaction Fee. The associated fee payment per transaction to purchase credits from KWBA is \$5,000.00.

8.1.3. Endowment Cost Per Credit. The associated Endowment cost per credit purchased at KWBA is \$677.23.

8.2. Covered Species Credits. If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 272 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of this ITP if Security is provided pursuant to Condition of Approval **Security** 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. 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:

- 9.1. Security Amount.** The Security shall be in the amount of **\$9,719,206.56** or the amount identified in Condition of Approval Cost Estimates specific to the obligation/phase that has not been completed (see Table 4). This amount is determined by CDFW based on the cost estimates identified in Condition of Approval Cost Estimates above, sufficient for CDFW to purchase 272 Covered Species conservation bank credits (minimum purchase amount) from KWBA.
- 9.2. Security Form.** The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
- 9.3. Security Timeline.** The Security shall be provided in draft form to the CDFW Regional Representative for review and approval prior to execution. Permittee shall execute and provide the executed CDFW-approved Security to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.
- 9.4. Security Holder.** The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 9.5. Security Transmittal.** Permittee shall transmit it to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.
- 9.6. Security Drawing.** The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.
- 9.7. Security Release.** The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:

For Credit Purchase

- Copy of Bill of Sale(s) and Payment Receipt(s) or Credit Transfer Agreement for the purchase of Covered Species credits; and

- Timely submission of all required reports.

Even if Security is provided, the Permittee must complete the Covered Species credit purchase no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional Habitat Management lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

IX. Amendment:

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

X. Stop-Work Order:

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

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

XI. 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 (2081-2023-039-04) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

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

and a copy to:

Habitat Conservation Planning Branch
California Department of Fish and Wildlife
Attention: CESA Permitting Program
Post Office Box 944209
Sacramento, California 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:

Shaelyn Latronica, Environmental Scientist
California Department of Fish and Wildlife
1234 East Shaw Avenue
Fresno, California 93710
Telephone (559) 246-2584
Shaelyn.Latronica@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, City of Bakersfield. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Majestic

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Gateway Environmental Impact Report (EIR) (SCH No.: 2022030196) dated October 14, 2022, that the City of Bakersfield certified for Bakersfield Gateway Hosking and South H Street Project on November 15, 2022, and the addendum prepared for the Project on December 13, 2023. At the time the lead agency certified the EIR and approved the Project it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

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

XV. Findings Pursuant to CESA:

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in CESA and related regulations. (Fish & G. Code § 2081, subds. (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, Majestic Gateway Project EIR, Amendments and additional information to the EIR including the General Plan Amendment No. 21-0184; Vesting Tentative Parcel Map No. 12438; Zone Change No. 21-0184; and Site Plan Review No. 21-0185, the results of 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) Quarterly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 272 acres of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the

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Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;

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

XVI. Attachments:

FIGURE 1	Project Site Vicinity Aerial Image
FIGURE 2	Phase Map
FIGURE 3	2021 Biological Survey
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Resume Form
ATTACHMENT 3	Letter of Credit Form
ATTACHMENT 4	Site Plan

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ON 12/23/2025

DocuSigned by:

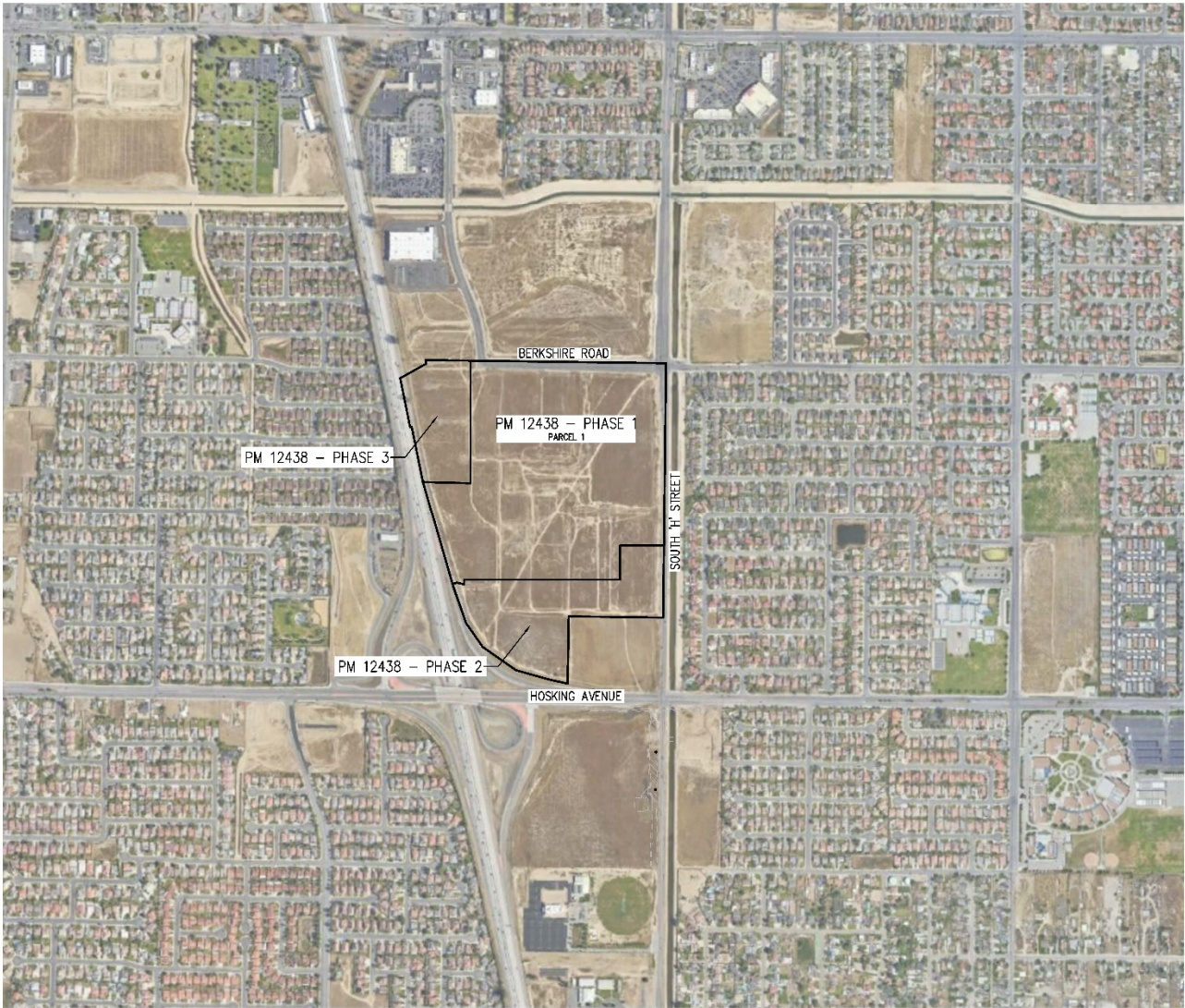
Krista Tomlinson

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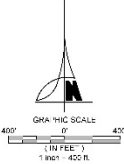
for Julie A. Vance, Regional Manager
Central Region

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HOSKING RETAIL, LLC, AND HOSKING INDUSTRIAL, LLC
BAKERSFIELD GATEWAY HOSKING AND SOUTH H STREET PROJECT

Figure 1: Project Site Vicinity Aerial Image



KEY MAP
PROJECT AREA



NO. DATE		REVISION	DATE

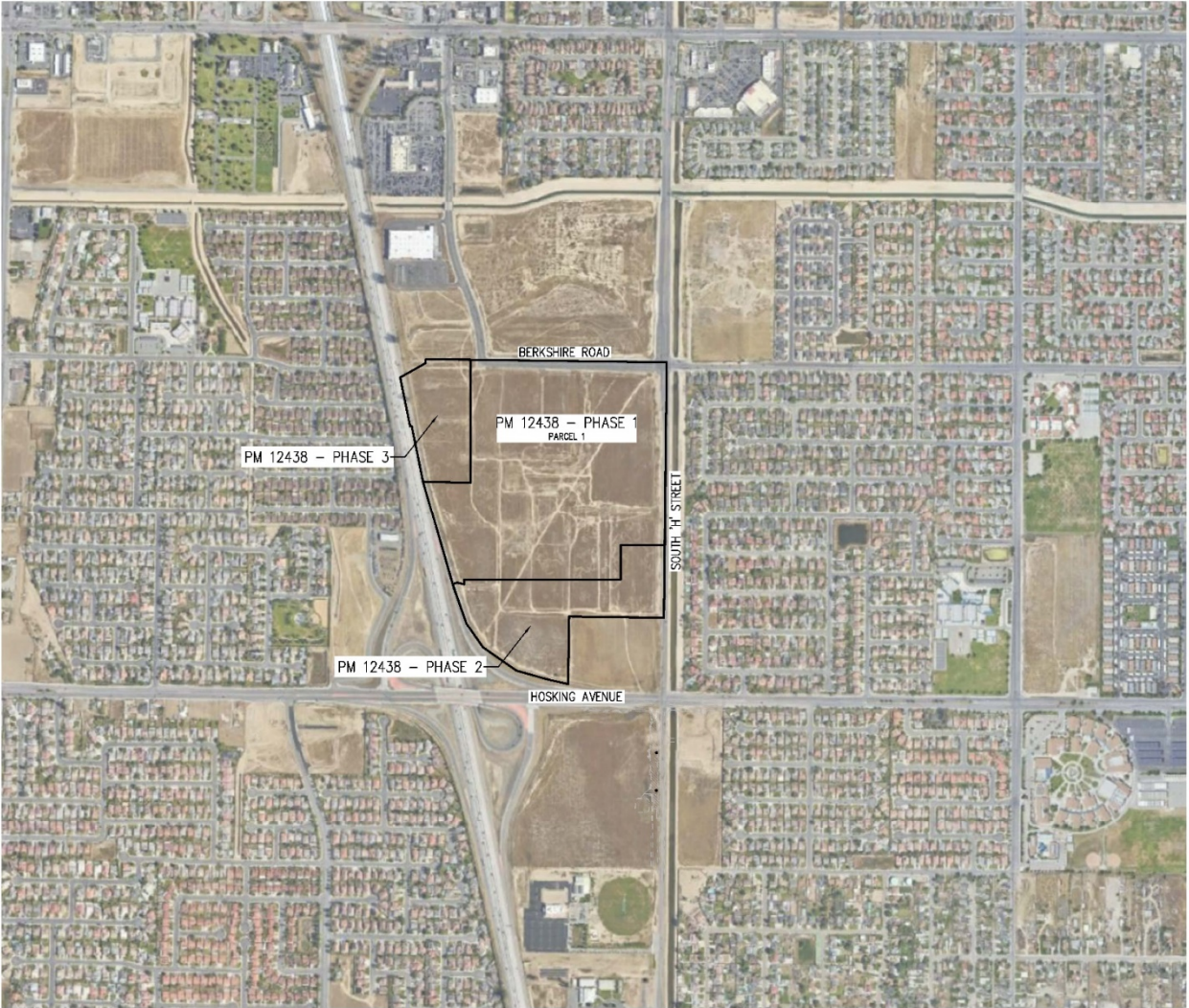
CORNERSTONE
ENGINEERING
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1500 YONG STREET, SUITE 100, ROSTER, CA 94071
TEL: (800) 555-5555 FAX: (415) 555-5555
www.cornerstoneeng.com

DEVELOPER: **HOSKING DC LLC**
207 SPAR STREET, SUITE 100
SAN FRANCISCO, CA 94105

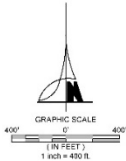
PM 12438 - PHASE 1 EXHIBIT
BERKSHIRE, S. H ST. AND HOSKING
SPR: 23-6000191
PM 12438 - VICINITY MAP

DESIGNER:	JAN
CHECKED BY:	CAR
DATE:	01/22/2024
DRAFTER:	RAC
SCALE:	AS SHOWN
COMP. NO. EXHIBIT EXHIBIT	
JOB NO.:	853-01-01
EX-3	SHEET 3 OF 3

Figure 2 Phase Map



KEY MAP
PROJECT AREA



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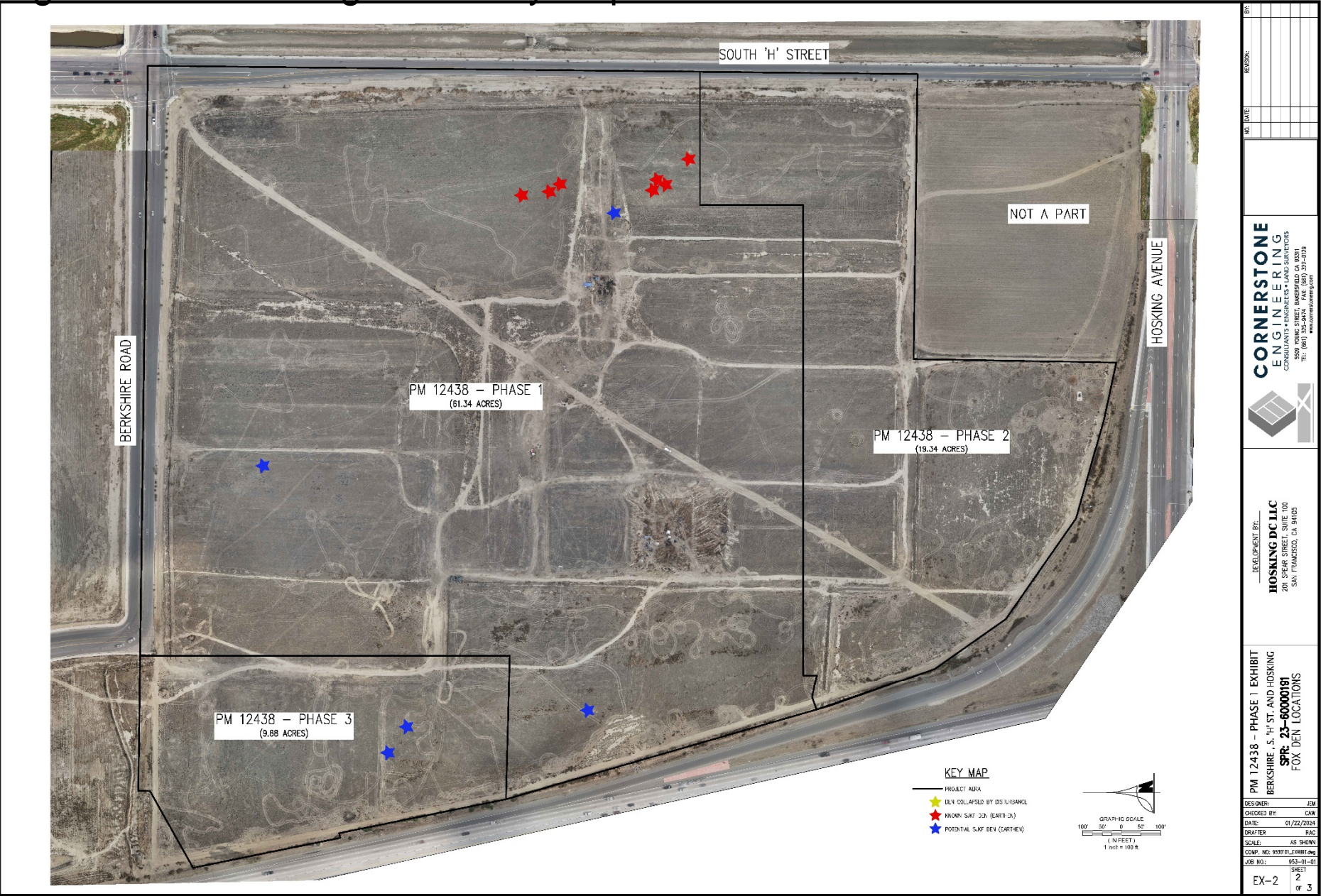
DEVELOPMENT BY:
HOSKING DC LLC
201 SPUR STREET, SUITE 100
SAN FRANCISCO, CA 94105

PM 12438 - PHASE 1 EXHIBIT
BERKSHIRE, S. H. ST. AND HOSKING
SPR: 23-80000191
PM 12438 - VICINITY MAP

DESIGNER: JVN
CHECKED BY: EAM
DATE: 01/22/2024
DRAFTER: RAC
SCALE: AS SHOWN
COMP. NO. 853M01-LE06181.dwg
JOB NO.: 853-01-01

EX-3
3
OF 3

Figure 3: 2021 Biological Survey Map



Attachment 1

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

INCIDENTAL TAKE PERMIT NO. 2081-2023-039-04

**PERMITTEE: Hosking Retail, LLC
 Hosking Industrial, LLC**

**PROJECT: Bakersfield Gateway Hosking
 and South H Street Project**

PURPOSE OF THE MMRP

The purpose of the MMRP is to ensure that the impact minimization and mitigation measures required by the California 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 the ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of the ITP.	ITP Condition # 5.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Biologist) at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology and natural history of the Covered Species. The Designated Biologist 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 in writing before starting Covered Activities, and shall also obtain approval in advance in writing if the Designated Biologist must be changed.	ITP Condition # 5.2	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 the ITP. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided for any new workers before their performing work in the Project Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures.	ITP Condition # 5.4	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
4	Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in (animal-proof) containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition # 5.6	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
5	Before starting Covered Activities along each part of the route in active construction, Permittee shall clearly delineate the boundaries of the Project Area and each active Phase with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.	ITP Condition # 5.9	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
6	The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.	ITP Condition # 6.1	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
7	Before starting Covered Activities within any Phase, the Permittee shall provide CDFW with Geographic Information Systems (GIS) data files documenting the boundary of the upcoming Phase. The Permittee shall provide any additional GIS data files for the Project or related Covered Species features within 30 days of CDFW's request. All GIS data files shall be provided in a format acceptable to CDFW.	ITP Condition # 6.3	Before commencing ground- or vegetation-disturbing activities	Permittee	
8	At least 3 days prior to starting Covered Activities in each Phase, Permittee shall prepare and submit to CDFW the results of pre-activity surveys and maps of potential and known dens per Condition of Approval Pre Activity Clearance Surveys.	ITP Condition # 6.4	Before commencing ground- or vegetation-disturbing activities	Permittee	
9	No more than 14 days prior to initial Covered Activities or prior to resumption of work in any Phase if there has been a break in work at that Phase of more than 30 days, the Designated Biologist(s) shall perform pre-construction surveys for the Covered Species to identify potential, known and/or natal Covered Species dens. Pre-construction surveys shall evaluate the entire Project Area and a 50-foot buffer zone (where feasible) beyond the limits of the Project Area, unless otherwise approved in writing by CDFW. If the Designated Biologist identifies any potential, known, and/or natal Covered Species dens, including atypical dens (e.g., pipe or culvert), the den(s) shall be monitored following the Condition of Approval Covered Species Den Excavation unless avoided per Condition of Approval Covered Species Den Avoidance. Permittee shall provide the pre-construction survey results in a written report to CDFW's Regional Representative prior to the beginning of Covered Activities. The report shall include, but not be limited to, methodology, date, time of the survey, map of the potential, known, and/or natal Covered Species den locations, and discussion of each.	ITP Condition # 7.13	Before commencing ground- or vegetation-disturbing activities	Permittee	
10	At least 5 days prior to beginning Covered Activities within a Phase, Permittee install exclusion fencing around the perimeter of the active Phase(s). The exclusion fence shall be supported sufficiently to maintain its integrity under all conditions such as wind and heavy rain for the duration of the Covered Activities in the area being fenced. Permittee shall install exclusion fencing in a sequential manner that corresponds to the progression of Covered Activities within active Phases. For example, exclusion fencing is not required to be installed simultaneously at all Phases and shall be removed immediately upon completion of Covered Activities in any given Phase. If the Designated Biologist determines that exclusion fencing is not effective or unnecessary to minimize take of Covered Species, the Permittee may request to forego exclusion fence installation or propose an alternative exclusion fence boundary and/or duration for an active Phase. Any alternative exclusion fence plan boundary or duration shall be submitted to CDFW for written approval and shall be approved prior to modifications.	ITP Condition # 7.17	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
11	<p>CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result from implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the protected acreage required to provide for adequate compensation.</p> <p>To meet this requirement, the Permittee shall purchase 272 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval Covered Species Credits below. Purchase of Covered Species credits must be complete before starting Covered Activities, or within 18 months of the effective date of the ITP if Security is provided pursuant to Condition of Approval Security below for all uncompleted obligations.</p> <p>Alternatively, the Permittee may purchase Covered Species Credits by phase. Purchase of Covered Species Credits must be complete prior to the start of Covered Activities within the coincident Phase, or within 18 months of the effective date of the ITP if Security is provided pursuant to Condition of Approval Security, in accordance with the Phase/Mitigation Schedule presented in Table 4 in the ITP.</p>	ITP Condition # 8	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
12	<p>For the purposes of determining the Security amount, CDFW has estimated the cost sufficient for CDFW to purchase 272 Covered Species credits from Kern Water Bank Authority (KWBA) to fulfil the requirements outlined in Condition of Approval Habitat Management Land Acquisition as follows:</p> <ul style="list-style-type: none"> a) KWBA Cost Per Credit. The cost for 1 credit at KWBA is \$35,000.00 b) KWBA Transaction Fee. The associated fee payment per transaction to purchase credits from KWBA is \$5,000.00. c) Endowment Cost Per Credit. The associated Endowment cost per credit purchased at KWBA is \$677.23. 	ITP Condition # 8.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
13	<p>If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 272 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of the ITP if Security is provided pursuant to Condition of Approval Security 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 the ITP if Security is provided.</p>	ITP Condition # 8.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
14	<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> <ol style="list-style-type: none"> The Security shall be in the amount of \$9,719,206.56 or the amount identified in Condition of Approval Cost Estimates specific to the obligation/phase that has not been completed (see Table 4). This amount is determined by CDFW based on the cost estimates identified in Condition of Approval Cost Estimates above, sufficient for CDFW to purchase 272 Covered Species conservation bank credits (minimum purchase amount) from KWBA. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel. The Security shall be provided in draft form to the CDFW Regional Representative for review and approval prior to execution. Permittee shall execute and provide the executed CDFW-approved Security to CDFW before Covered Activities begin or within 30 days after the effective date of the ITP, whichever occurs first. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW. Permittee shall transmit it to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of the ITP. 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: <ul style="list-style-type: none"> For Credit Purchase <ul style="list-style-type: none"> Copy of Bill of Sale(s) and Payment Receipt(s) or Credit Transfer Agreement for the purchase of Covered Species credits; and Timely submission of all required reports. <p>Even if Security is provided, the Permittee must complete the Covered Species credit purchase no later than 18 months from the effective date of the ITP. CDFW may require the Permittee to provide additional Habitat Management lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.</p>	ITP Condition # 9	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					
15	To ensure compliance with the Conditions of Approval of the ITP, the Designated Biologist shall immediately stop any activity that does not comply with the ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project 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 the ITP.	ITP Condition # 5.3	Entire Project	Permittee	
16	The Designated Biologist(s) and Designated 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 the ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project Site upon request by CDFW.	ITP Condition # 5.5	Entire Project	Permittee	
17	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 # 5.7	Entire Project	Permittee	
18	Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.	ITP Condition # 5.8	Entire Project	Permittee	
19	Permittee shall clearly delineate habitat of the Covered Species within the Project Area and each active Phase with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.	ITP Condition # 5.10	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
20	Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. 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 the ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.	ITP Condition # 5.11	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
21	Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area. 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 Project Access of the ITP.	ITP Condition # 5.12	Entire Project	Permittee	
22	Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off site.	ITP Condition # 5.13	Entire Project	Permittee	
23	Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in the ITP.	ITP Condition # 5.14	Entire Project	Permittee	
24	The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of the ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in the ITP and/or the MMRP. The Designated Representative shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with the ITP and suggested measures to remedy the situation.	ITP Condition # 6.2	Entire Project	Permittee	
25	<p>The Designated Biologist shall be on site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections a minimum of once a week during periods of inactivity and after clearing, grubbing, and grading are completed. 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 the ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. <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 the ITP.</p>	ITP Condition # 6.5	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
26	The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval Compliance Monitoring into a Quarterly Compliance Report (QCR) and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Quarterly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of the ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. Quarterly Compliance Reports shall be submitted by January 15, April 15, July 15, and October 15 via email to CDFW's Regional Representative, Regional CESA Program, and Headquarters CESA Program. At the time of the ITP's approval, the CDFW Regional Representative is Shaelyn Latronica (Shaelyn.Latronica@wildlife.ca.gov), the CDFW Regional Office e-mail is R4CESA@wildlife.ca.gov, and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition # 6.6	Entire Project	Permittee	
27	Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of the ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year identified in Condition of Approval Quarterly Compliance Report; (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 # 6.7	Entire Project	Permittee	
28	The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.	ITP Condition # 6.8	Entire Project	Permittee	
29	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 (559) 243-4005. 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 # 6.10	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
30	Permittee shall restrict all Covered Activities, including staging and Project access to within the boundaries of any active Phases that have completed Condition of Approval Covered Species Credits or Condition of Approval Security below. The boundaries of active Phases are defined by the GIS file required in Condition of Approval Geographic Information Systems Data Files. The total area of an individual active Phase shall not exceed the acreage described in the Project Description. Phases do not need to proceed in numerical order.	ITP Condition # 7.1	Entire Project	Permittee	
31	Permittee shall prohibit the use of rodenticides in the Project Area.	ITP Condition # 7.2	Entire Project	Permittee	
32	Permittee shall not use temporary, fixed, exterior lighting, including motion-triggered security lighting, that casts light on Covered Species habitat beyond the footprint of the Project Area between sunset and sunrise unless authorized in writing from CDFW. Temporary, exterior, fixed lighting in the Project Area shall be turned on only when people are present. Permittee shall not install new permanent or upgrade existing lighting in the Project Area, except as otherwise identified in the Project Description. The number of nights worked shall be documented in the QCR (Condition of Approval Quarterly Compliance Report). The documentation shall include the number of nights that work occurred for the quarter that the report covers and a cumulative tabulation of the total number of nights worked since Project initiation.	ITP Condition # 7.3	Entire Project	Permittee	
33	Permittee shall ensure that all equipment and vehicle fueling and maintenance occur at least 100 feet from any potential or known Covered Species dens (including potential atypical dens and known atypical dens) unless otherwise approved in writing by CDFW. Permittee shall ensure that sufficient spill containment and cleanup equipment shall be present at all fueling locations.	ITP Condition # 7.4	Entire Project	Permittee	
34	Permittee shall not allow vehicles to park on top of, or within 50 feet of Covered Species dens, except within designated staging areas (Condition of Approval Staging Areas) and in compliance with Conditions of Approval Delineation of Property Boundaries and Delineation of Habitat. Vehicles left overnight shall be located at least 50 to 500 feet from Covered Species dens, depending on Covered Species activity (see Condition of Approval Covered Species Surveys).	ITP Condition # 7.5	Entire Project	Permittee	
35	Permittee shall ensure that all pipes, hoses, conduit, culverts, or similar materials stockpiled in the Project Area are capped or otherwise enclosed at the ends to prevent entry by Covered Species. Permittee shall not leave pipes, conduit, electrical cabinets, or similar materials or structures stockpiled for one or more work day or night periods where Covered Species may enter them and become trapped.	ITP Condition # 7.6	Entire Project	Permittee	
36	Workers shall inspect under vehicles and equipment for Covered Species before the vehicles and equipment are moved. Workers shall thoroughly inspect all construction pipe, culverts, or other similar structures with a diameter of one inch or greater that are stored for one or more day or night periods for the Covered Species before the object is subsequently moved, buried, or capped. If a Covered Species is present, the worker shall notify a Designated Biologist and wait for the Covered Species to move unimpeded to a safe location or be moved by the Designated Biologist.	ITP Condition # 7.7	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
37	Permittee shall ensure that soil stockpiles are placed where soil will not pass into any other "Waters of the State," in accordance with Fish and Game Code section 5650. Permittee shall protect stockpiles to prevent soil erosion.	ITP Condition # 7.8	Entire Project	Permittee	
38	New roadways shall be constructed without steep curbs, berms, or dikes which prevent Covered Species from crossing the roadway. If curbs are necessary for safety and/or surface runoff, Permittee shall design and construct them as rounded or gently sloping structures as to allow Covered Species to walk over them. If steep dikes are required, design shall include over-site drains or curb/dike breaks spaced at intervals of 25 feet to allow Covered Species passage.	ITP Condition # 7.9	Entire Project	Permittee	
39	The Designated Biologists and Designated Monitors shall inspect all open holes, sumps, and trenches within the Project Area at the beginning, middle, and end of each workday for trapped individuals of the Covered Species. To prevent inadvertent entrapment of Covered Species, all open trenches, holes, sumps, and other excavations with sidewalls steeper than a 1:1 (45 degree) slope shall either have an escape ramp of earth or a non-slip material with a less than 1:1 (45 degree) slope or shall be covered when workers or equipment are not actively working in the excavation, day or night. Escape ramps shall be at least 12 inches wide and erected every 15 feet. If a cover will be utilized, the Designated Biologist shall oversee the covering of all excavated, trenches, holes, sumps, or other excavations with a greater than 1:1 (45 degree) slope of any depth with barrier material (such as hardware cloth) at the close of each working day or night such that animals are unable to dig or squeeze under the barrier and become entrapped. The outer two feet of the excavation cover shall conform to solid ground so that gaps do not occur between the cover and the ground, and the excavation cover shall be secured with soil staples or by similar means to prevent gaps. Worker(s) shall thoroughly inspect all trenches, holes, sumps, or other excavations for Covered Species (or other wildlife) before they are backfilled. If any Designated Biologists, Designated Monitors, or workers discovers that Covered Species have become trapped, Permittee shall cease all Covered Activities in the vicinity and notify a Designated Biologist immediately. Designated Monitors, Project workers and the Designated Biologists shall allow Covered Species to escape unimpeded if possible before Covered Activities are allowed to continue, or a Designated Biologist shall capture and relocate the Covered Species.	ITP Condition # 7.10	Entire Project	Permittee	
40	Permittee shall ensure that final design of the on-site water retention basins have adequate elements to ensure that Covered Species can escape should one inadvertently enter the basin or elements designed to preclude entry. Permittee shall submit a Basin Design Plan with elements necessary for Covered Species escape and/or entry prevention for review and approval by CDFW prior to implementation of Covered Activities related to basin construction and/or installation.	ITP Condition # 7.11	Entire Project	Permittee	
41	All workers shall inform a Designated Biologist if the Covered Species is seen within or near the Project Area during implementation of any Covered Activity. All work in the vicinity of the Covered Species, which could injure or kill the animal, shall cease immediately until the Designated Biologist can relocate the Covered Species.	ITP Condition # 7.12	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
42	The Permittee shall notify CDFW's Regional Representative immediately via telephone or e-mail if any active Covered Species dens are discovered within or immediately adjacent to the Project Area and shall establish no-disturbance buffer zones. No-disturbance buffers shall be established according to the following criteria: 1) at least 50 feet for potential dens three inches or larger, for which no evidence is present to conclude that the den is being used or has been used by a SJKF; 2) at least 100 feet for known dens (one that shows evidence of current use or was used in the past); and 3) at least 200 feet for natal dens (den in which SJKF young are reared, typically with two or more openings); and 4) at least 500 feet for natal dens with pups. A reduced Covered Species den avoidance buffer may be authorized with written approval by CDFW. Buffer reduction requests shall be submitted by the Designated Biologist and describe why a reduced buffer will not impact the Covered Species. CDFW may add additional minimization measures as a condition of any buffer reduction approval and must be fully implemented by the Permittee.	ITP Condition # 7.14	Entire Project	Permittee	
43	Permittee shall notify CDFW within 24 hours in the event that the Covered Species is observed denning or utilizing structures or materials within any active construction Phase.	ITP Condition # 7.15	Entire Project	Permittee	
44	Permittee shall avoid destroying any known or potential SJKF dens unless they are in an area of direct ground disturbance (e.g., grading areas, excavation areas) or their location poses a risk of direct harm to SJKF individuals and shall establish no-disturbance buffer zones. Dens in an area of temporary disturbance shall remain intact and the Designated Biologist shall block the entrance by installing an object approved in advance, in writing by CDFW to prevent SJKF from entering and utilizing the den during Covered Activities. The Designated Biologist shall remove the object immediately after Covered Activities are completed in that Project Phase when the Designated Biologist has determined that potential resumed use of the den will not result in harm to SJKF. Dens (including dens in natural substrate and in/beneath man-made structures) may be destroyed immediately after the Designated Biologist(s) or Designated Surveyor(s) has conducted four consecutive 24-hour periods of monitoring with tracking medium or wildlife camera and determined that Covered Species are not currently present. If the excavation process reveals evidence of current use by Covered Species, then den destruction shall cease immediately and tracking or camera monitoring as described above shall be conducted/resumed. Destruction of the den shall be accomplished by careful excavation, which may be assisted by mechanical means, until it is certain no individuals of the Covered Species are inside. Dens (atypical, known, natal, and potential natal dens) to be destroyed shall be fully excavated by the Designated Biologist(s) or by the Designated Monitor(s) under direct supervision of the Designated Biologist(s). Following excavation, dens shall be filled with dirt and compacted to ensure that Covered Species cannot reenter or use the den. If an individual Covered Species does not vacate a den within a reasonable timeframe, USFWS and CDFW shall be consulted, and Permittee shall obtain written guidance from both agencies prior to proceeding with den destruction. Natal dens shall not be excavated until the pups and adults have vacated the den and then only after written concurrence from USFWS and CDFW.	ITP Condition # 7.16	Entire Project	Permittee	
45	The Designated Biologist shall inspect all fence materials prior to installation to ensure they adhere to the Conditions of Approval of the ITP. The Designated Biologist shall accompany the exclusion fence installation, repair, and removal. Permittee shall check the exclusion fence daily during active construction activities and at least once weekly during periods of inactivity and maintain and repair the fence as necessary to ensure its effectiveness and to help minimize any potential for entrapment hazards in the fencing material.	ITP Condition # 7.18	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
46	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 Notification of Take or Injury. Notification shall include the name of the facility where the animal was taken.	ITP Condition # 7.19	Entire Project	Permittee	
POST-CONSTRUCTION					
47	Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.	ITP Condition # 5.15	Post-construction	Permittee	
48	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 Quarterly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of the ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.	ITP Condition # 6.9	Post-construction and after completion of mitigation	Permittee	

Biologist/Botanist Resume Submittal Cover Sheet

Project Name: _____

ITP Number: _____

****Please submit each resume as a separate file. Use of this cover sheet will expedite CDFW review.**

****Please provide the names of up to ten individuals in the order you would like CDFW to review for approval.**

Number of resumes included in Transmittal: _____

	Name	Requested Role ¹	Covered Species	COA #(s) to implement (Monitor only) ²
1		<input type="checkbox"/> Designated Biologist <input type="checkbox"/> Designated Monitor <input type="checkbox"/> Both		
2		<input type="checkbox"/> Designated Biologist <input type="checkbox"/> Designated Monitor <input type="checkbox"/> Both		
3		<input type="checkbox"/> Designated Biologist <input type="checkbox"/> Designated Monitor <input type="checkbox"/> Both		
4		<input type="checkbox"/> Designated Biologist <input type="checkbox"/> Designated Monitor <input type="checkbox"/> Both		
5		<input type="checkbox"/> Designated Biologist <input type="checkbox"/> Designated Monitor <input type="checkbox"/> Both		
6		<input type="checkbox"/> Designated Biologist <input type="checkbox"/> Designated Monitor <input type="checkbox"/> Both		
7		<input type="checkbox"/> Designated Biologist <input type="checkbox"/> Designated Monitor <input type="checkbox"/> Both		
8		<input type="checkbox"/> Designated Biologist <input type="checkbox"/> Designated Monitor <input type="checkbox"/> Both		
9		<input type="checkbox"/> Designated Biologist <input type="checkbox"/> Designated Monitor <input type="checkbox"/> Both		
10		<input type="checkbox"/> Designated Biologist <input type="checkbox"/> Designated Monitor <input type="checkbox"/> Both		

Reviewed and submitted by: _____ **Date:** _____
 Permittee or Designated Representative

¹ Requested roles correspond to the biological staffing requirements indicated in the Incidental Take Permit (ITP). Roles may include a "Designated Biologist" with the necessary experience to survey for special-status species or a "Designated Monitor" with the necessary experience to monitor construction activities for special-status species. More than one role may be requested for an individual.

² Please contact the Regional Representative specified in the ITP with any questions about the Condition of Approval numbers for Designated Monitors.

***** Please Note: While use of this form is not mandatory, CDFW strongly recommends completing this form as it will ensure the receipt of adequate information and expedite CDFW review of biologist's qualifications. By submitting your resume for review and approval, you are acknowledging that you have received a copy of the ITP, have read it, and understand the role of a Designated Biologist (DB) and Designated Monitor (DM) and the responsibilities of a DB or DM required by the ITP. *****

Name of Biologist & Contact Information

Education: (include year graduated)

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

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

Species Name #1: (Example: San Joaquin Kit Fox)

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

Location:

Project date completed: To and from date

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

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

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

Work description:

Estimated Survey Hours:

Estimated Monitoring Hours:

Individuals Observed: # of adults and # of juveniles

Individuals Handled: # of adults and # of juveniles (if applicable)

Dens observed (list all potential, known, and/or natal):

Dens excavated (list all potential, known, and/or natal):

Project Name #2:

Location:

Project date completed: To and from date

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

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

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

Work description:

Estimated Survey Hours:

Estimated Monitoring Hours:

Individuals Observed: # of adults and # of juveniles

Individuals Handled: # of adults and # of juveniles (if applicable)

Dens observed (list all potential, known, and/or natal):

Dens excavated (list all potential, known, and/or natal):

Project Name #3: ...

Species Name #2: (Example: Other Similar Species only. Example - other kit fox species)

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

Location:

Project date completed: To and from date

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

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

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

Work description:

Estimated Trapping Hours:

Estimated Monitoring Hours:

Precincts/Burrows Observed:

Individuals Observed: # of adults and # of juveniles

Individuals Handled: # of adults and # of juveniles

Burrows Excavated:

Project Name #2:

Location:

Project date completed: To and from date

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

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

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

Work description:

Estimated Trapping Hours:

Estimated Monitoring Hours:

Precincts/Burrows Observed:

Individuals Observed: # of adults and # of juveniles

Individuals Handled: # of adults and # of juveniles

Burrows Excavated:

Project Name #3: ...

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

Attachment 3

[Financial institution letterhead]

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

Issue Date: **[date]**

Beneficiary:

California Department of Fish and Wildlife
Habitat Conservation Planning Branch
960 Riverside Parkway, Suite 90
West Sacramento, CA 95605
Attn: HCPB Mitigation Funds

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

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

Dear Sirs:

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

which is attached hereto, at our office located at [***name and address of financial institution***].

6. The Certificate shall be completed and signed by an Authorized Representative of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.
7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.
12. An Authorized Representative shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Manager of CDFW's Habitat Conservation Planning Branch.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat Conservation Planning Branch, 960 Riverside Parkway, Suite 90, West

Sacramento, CA 95605, Attn: HCPB Mitigation Funds; and (ii) for the Applicant:
[name and address of applicant].

15. This Credit may not be transferred.
16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.
17. This Credit shall, if not canceled, expire on **[expiration date]**, or any extended expiration date.
18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.
19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

[Name of financial institution]

By: _____
Name: _____
Title: _____
Telephone: _____

ATTACHMENT A

CERTIFICATE FOR DRAWING

[CDFW Letterhead]

[Date]

[Name and address of financial institution]

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

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

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

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

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

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

ATTACHMENT B

CERTIFICATE FOR CANCELLATION

[CDFW Letterhead]

[Date]

[Name and address of financial institution]

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

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

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

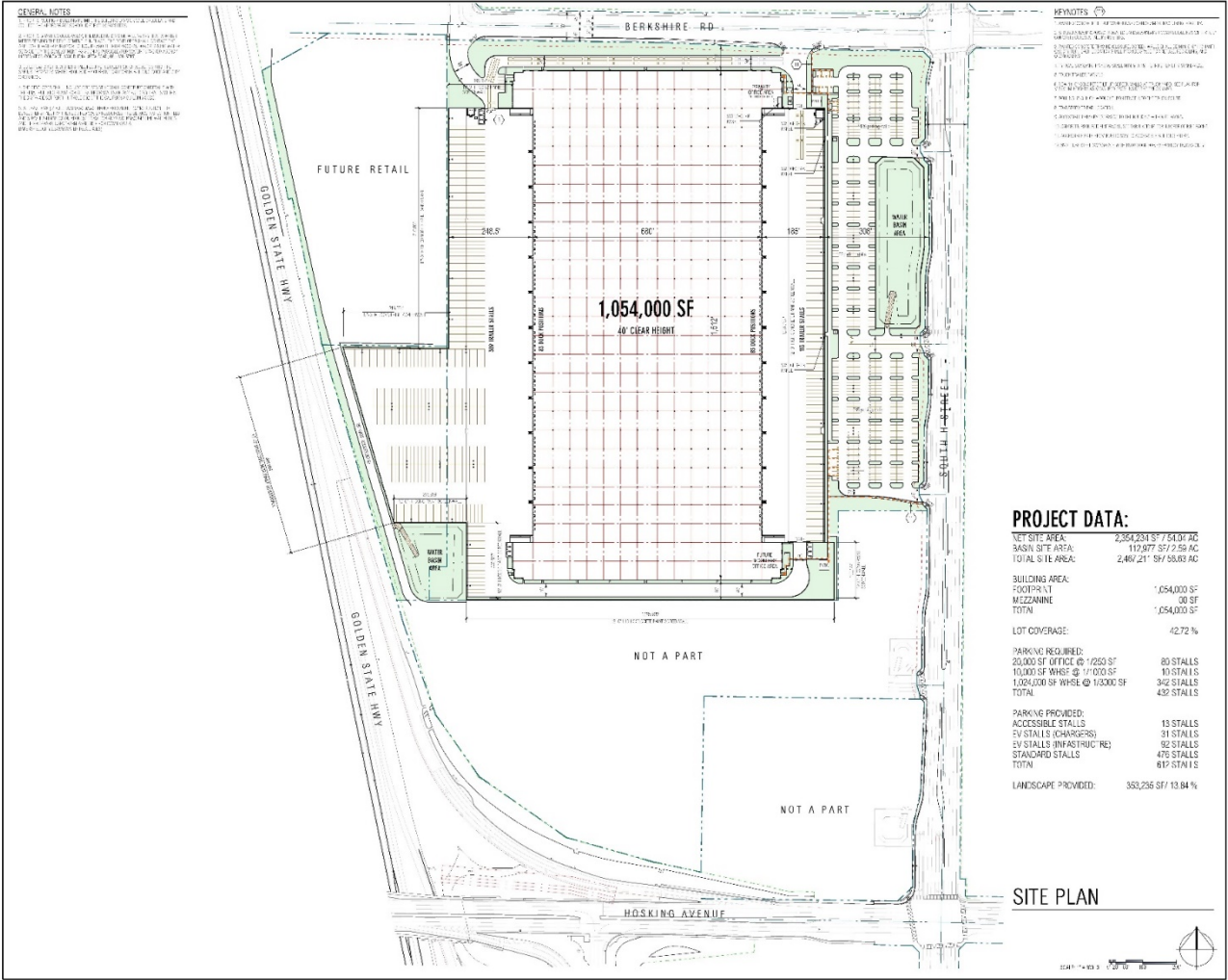
Therefore, CDFW has executed and delivered this Certificate for Cancellation as of this ____ day of **[month]**, **[year]**.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

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

Attachment 4:
Site Plan

PHASE 1:



RG

Office of Architectural Design

10200 Alameda Parkway, Suite 100
Folsom, CA 95630

PH: 916-911-0022
PR: 916-911-0022

BAKERSFIELD GATEWAY

CITY OF BAKERSFIELD,
CALIFORNIA

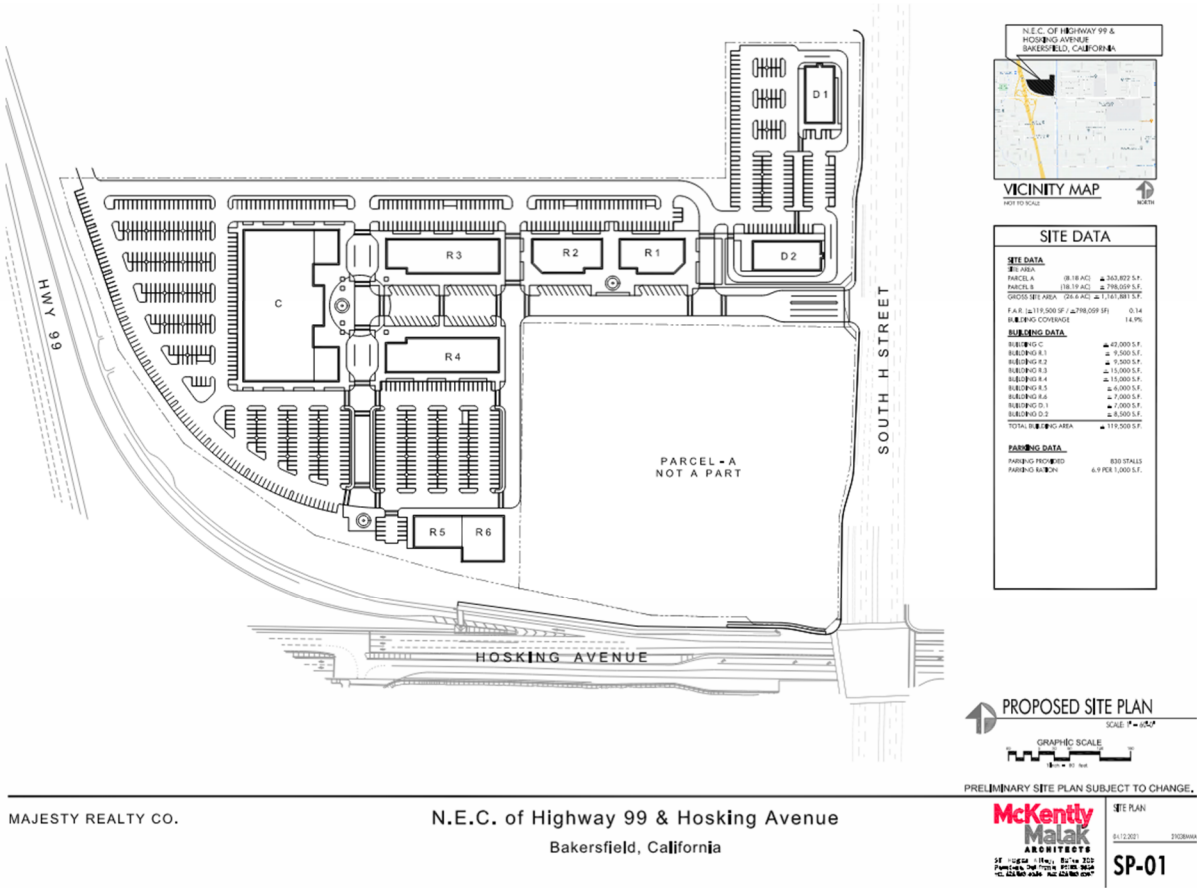
deca

1000 N. G STREET, SUITE 100
BAKERSFIELD, CA 93304
TEL: 805.338.1111
WWW.DECADesign.com

NO.	DATE	DESCRIPTION
1	10/1/2023	10/1/2023 - 10/1/2023
2	10/1/2023	10/1/2023 - 10/1/2023
3	10/1/2023	10/1/2023 - 10/1/2023
4	10/1/2023	10/1/2023 - 10/1/2023
5	10/1/2023	10/1/2023 - 10/1/2023
6	10/1/2023	10/1/2023 - 10/1/2023
7	10/1/2023	10/1/2023 - 10/1/2023
8	10/1/2023	10/1/2023 - 10/1/2023
9	10/1/2023	10/1/2023 - 10/1/2023
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97	10/1/2023	10/1/2023 - 10/1/2023
98	10/1/2023	10/1/2023 - 10/1/2023
99	10/1/2023	10/1/2023 - 10/1/2023
100	10/1/2023	10/1/2023 - 10/1/2023

1" = 100' - 1" = 100'

PHASE 2:



PHASE 3:

