



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

California Endangered Species Act  
Incidental Take Permit No. 2081-2014-077-04  
(Amendment No. 2)

**CLARKSFIELD DEVELOPMENT PROJECT WITHIN MILLERTON NEW TOWN**

**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 take<sup>1</sup> of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.<sup>2</sup> However, CDFW may authorize the take of any such species by permit if the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c) are met. (See Cal. Code Regs., tit. 14, § 783.4).

|                           |  |
|---------------------------|--|
| <b>Permittee 1:</b>       | <b>The Clarksfield Company, Inc.</b>   |
| <b>Principal Officer:</b> | <b>A. Ben Ewell, Jr., President</b>  |
| <b>Contact Person:</b>    | <b>Austin B. Ewell III</b>   |
| <b>Mailing Address:</b>   | <b>735 West Alluvial Avenue<br/>Fresno, California 93711<br/>(559) 437-1990</b>            |
| <b>Permittee 2:</b>       | <b>104 Investments LLC, a California limited liability<br/>company</b>                     |
| <b>Principal Officer:</b> | <b>Farid Assemi, Manager</b>   |
| <b>Contact Person:</b>    | <b>John Bezmalinovic, Attorney</b>   |
| <b>Mailing Address:</b>   | <b>1396 West Herndon Avenue, Suite 110<br/>Fresno, California 93711<br/>(559) 440-8328</b> |

**II. Amended ITP<sup>3</sup> Background:**

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

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

<sup>3</sup>When this incidental take permit and attachments refer to the "ITP", it means the "Amended ITP" unless the context dictates otherwise.

On December 18, 2015, the California Department of Fish and Wildlife (CDFW) issued the original ITP No. 2081-2014-077-04 to The Clarkfield Company, Inc. (Permittee) for take of California tiger salamander (*Ambystoma californiense*) associated with the Clarkfield Development Project within Millerton New Town (Project) in Fresno County, California. The Project as described in the original ITP includes a 369.5-acre Project site, a portion of which includes the phased development of a 249.9-acre planned community consisting of 181.6 acres of residential and commercial development with connecting roadways and utility/stormwater infrastructure; a 7-acre cemetery; and 61.3 acres of landscaped and treated wastewater application areas including one stock pond ("northernmost stock pond"). The remaining 119.6 acres of the Project site, comprised of a 44.3-acre corridor along White Fox Creek and 75.3 acres of non-native grassland including one stock pond ("southernmost stock pond"), will be set aside as dedicated open space and protected under conservation easement. The Project will occur in phases over 20 years with the construction of individual phases occurring either sequentially or concurrently as individual tentative tract and parcel maps are approved by Fresno County. To mitigate for the Project impacts, the Permittee will permanently protect and perpetually manage a 531-acre portion of the Point Millerton Ranch (Habitat Management (HM) lands) owned by the Permittee, which has been conceptually approved by CDFW as appropriate for Project mitigation. Permanent protection and funding for perpetual management of all 531 acres was to be completed prior to the start of Covered Activities or within 18 months of the effective date of the ITP if Security was provided.

On September 16, 2022, CDFW issued Minor Amendment No. 1 to add 104 Investments LLC as a jointly liable co-permittee and to specify the principal officer, contact person, and contact information for 104 Investments LLC. In addition, Amendment No. 1 modified Condition of Approval Terms and Conditions (formerly Condition of Approval ITP Time Frame Compliance) to include joint and several liability language. Changes were made throughout the ITP to replace the term "Permittee" with "Permittees"; "Permittee's" with "Permittees"; "the Permittee is" with "the Permittees are"; and "Permittee does" with "Permittees do". The Permittee's original Amendment No. 1 request also included a request to allow for the Project development and impacts to occur in defined phases and allow for the phasing of HM lands and Security requirements to be reflective of and consistent with the phasing of the Project. Following multiple email correspondence and meetings with the Permittee, the Permittee requested that the scope of Minor Amendment No. 1 be limited only to adding 104 Investments LLC as a co-permittee.

In issuing the original ITP and Minor Amendment No. 1, CDFW found, among other things, that the Permittees' compliance with the Conditions of Approval as well as permanent protection and perpetual management of compensatory habitat as required by Fish and Game Code section 2081(b)(2) will fully mitigate impacts to the Covered Species and will not jeopardize the continued existence of the Covered Species.

On March 20, 2025, CDFW received an application and on March 21, 2025, received the corresponding application fee from the Permittees, requesting a major amendment to the ITP.

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The Permittees requested to modify the Project Description to explicitly allow for the Project to occur in two defined phases (Phase 1 and 2) instead of 'phases', more generally, and to allow the Permittees to provide HM lands, interim management funding, and long-term management funding in two phases. The Permittees proposed to develop 31 acres and conserve 92 acres of HM lands prior to Phase 1 and to develop 219 acres and conserve 439 acres of HM lands prior to Phase 2. The total development footprint and HM lands acreage of 249.9 acres and 531 acres, respectively, remains the same as the original ITP. CDFW finds that this amendment (Major Amendment No. 2) is a Major Amendment, as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(5). Issuance of Major Amendment No. 2 will not increase the amount of impacts to the Covered Species compared to the Project as originally approved (i.e., "impacts of taking" as used in Fish and Game Code Section 2081, subd. (b)(2)) and does not affect CDFW's previous determination that issuance of the ITP meets and is otherwise consistent with the permitting criteria set forth in Fish and Game Code section 2081, subdivisions (b) and (c).

CDFW now reissues this ITP including the revised provisions in Minor Amendment No. 1 and Major Amendment No. 2 (collectively, the Amended ITP). The Amended ITP includes all the operative provisions as the effective date of this Amended ITP. Attachments 3A, 3B, and 5 to the original ITP were removed because those documents became obsolete following updates to CDFW's incidental take permit and HM lands processes since the original ITP was issued. Attachment 2 to this Amended ITP was added and is an optional form that the Permittees may use to implement Condition of Approval Designated Biologist(s)/Designated Monitor(s). Attachment 5 to this Amended ITP shows the specific red-line changes made to the ITP as a result of Major Amendment No. 2. Figures 3 through 6 were added to this Amended ITP to show the two Project phases and proposed HM lands at the 531-acre Point Millerton Ranch Preserve.

### **III. Effective Date and Expiration Date of this ITP:**

The original ITP's effective date was December 18, 2025. This remains the effective date for the original take authorization. This Amended ITP is effective as of the date signed by CDFW below. Unless renewed by CDFW, this ITP's authorization to take the Covered Species shall expire on **December 31, 2035**.

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

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**IV. Project Location:**

The 369.5-acre Clarksfield Development Project within Millerton New Town (Project) site is located within the 1,273-acre Millerton New Town Specific Plan Area, generally south of Millerton Lake and east of the community of Friant in Fresno County (see Figure 1). More specifically, the Project site, which includes three discontinuous parts within the specific plan area (see Figure 2), is located south of Millerton Road and east of the Brighton Crest Golf & Country Club and encompasses portions of Sections 10, 15, and 16, Township 11 South, Range 21 East, Mount Diablo Baseline and Meridian; and includes the following Fresno County Assessor Parcel Numbers:

Phase 1

- 300-340-79
- 300-340-80
- 300-350-81
- 300-350-33 (portion)

Phase 2

- 300-542-019
- 300-542-022
- 300-542-023
- 300-542-025
- 300-542-026
- 300-542-027
- 300-542-035

The balance of the Millerton New Town Specific Plan Area includes areas which have already been developed (Bonadelle Homes, Inc., Tract 4870 Development Project) or are slated for development by Bonadelle Neighborhoods, Inc., and Granville Homes, Inc. These other areas are not addressed nor included in this ITP.

**V. Project Description:**

In general, most of the 369.5-acre Project site will be developed as a planned community while the balance will be set aside as dedicated open space and protected under conservation easement (see Figure 2). Specifically, the **249.9-acre development envelope** will include 181.6 acres of residential and commercial development with connecting roadways and utility/stormwater infrastructure; a 7-acre cemetery; and 61.3 acres of what will be installed landscaping and treated wastewater application areas encompassing the northernmost of the two man-made stock ponds. The remaining **119.6 acres** includes the 44.3-acre White Fox Creek corridor and 75.3 acres of non-native grasslands encompassing the southernmost of the two man-made stock ponds. The White Fox Creek riparian corridor will be enhanced with restoration plantings and the 75.3 acres of non-native grasslands will be completely avoided. The entire 119.6 acres will be permanently protected as open space under a conservation easement.

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The Project will be developed in two phases over 20 years. Phase 1 will develop 31 acres just south of Millerton Road and Phase 2 will develop 219 acres for a total development footprint of no more than 249.9 acres (see Figures 3 through 5). The phased development will occur sequentially and could proceed concurrently. Development of Phase 1 and Phase 2 will include construction of all infrastructure, services, facilities, and amenities needed to serve the uses within that phase on a successional phase by phase basis. Accordingly, the entire 249.9-acre Project site will not be prepared for development at the start of the Project. Each Project phase will be clearly bounded such that all areas within the boundaries will be considered as development and no habitat fragmentation will result that is not part of the specific Project phase.

During development, Project activities will include the operation of heavy equipment to accomplish: construction, grading, cut-and-fill, scraping, contouring, vegetation-clearing, grubbing, tree removal, excavating, trenching, stockpiling, backfilling, compacting, paving, and drilling in association with road construction; and the installation of underground utilities, landscaping, fencing, wastewater conveyance/application systems, stormwater management systems, potable water systems, and the riparian corridor plantings. Additionally, Project activities will include concrete pouring and washout, blasting, materials and equipment transport and laydown, and equipment staging associated with Project build-out of 249.9 acres. The heavy equipment which may be used to perform the above listed activities include bulldozers, backhoes, motorgraders, shovel scrapers, water trucks, front-end loaders, pavers, rollers, trenching and concrete mixing/pouring equipment, and haul trucks.

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

This ITP covers the following species:

| <u>Name</u>  | <u>CESA Status<sup>4</sup></u> |
|--|--------------------------------|
| California tiger salamander ( <i>Ambystoma californiense</i> ) (CTS) | Threatened <sup>5</sup>        |

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

**VII. Impacts of the Taking on Covered Species:**

The Project activities which may result in take of the Covered Species are collectively referred to as the **Covered Activities**, and include the operation of heavy equipment to accomplish construction, grading, cut-and-fill, scraping, contouring, vegetation-clearing, grubbing, tree removal, excavating, trenching, stockpiling, backfilling, compacting, paving, and drilling in association with road construction; and the installation of underground utilities, landscaping, fencing, the wastewater conveyance/application systems, the stormwater

<sup>4</sup>Under CESA, a species may be on the list of endangered species, the list of threatened species, or the list of candidate species.

<sup>5</sup>See Cal. Code Regs. tit. 14 § 670.5, subd. (b)(3)(G).

management systems, the potable water systems, and the riparian corridor plantings. Take may also result from activities associated with concrete pouring and washout, blasting, materials and equipment transport and laydown, and equipment staging, all associated with Project build-out. Under this ITP, the Covered Activities will impact no more than 249.9 acres within the development envelope. Phase 1 will develop approximately 31 acres of Covered Species upland habitat. Phase 2 will develop approximately 217 acres of Covered Species upland habitat and 2.4 acres of Covered Species breeding habitat consisting of the northernmost stock pond. The 2.4-acre stock pond has sufficient depth and duration to support Covered Species breeding, however the stock pond is perennial and supports invasive species such as bullfrogs and mosquito fish. The areas where authorized take of the Covered Species is expected to occur is the 249.9-acre Project site (hereafter, "Project Site"). The remaining 119.6 acres consist of 75.3 acres of grassland encompassing a smaller, southernmost stock pond which will be avoided, protected, and perpetually managed as suitable upland refugia habitat for the Covered Species, and 44.3 acres which are considered lowlands within the White Fox Creek riparian corridor and do not constitute suitable upland or breeding habitat for the Covered Species (see Figure 2). This ITP does not authorize Covered Activities to occur within the remaining 75.3 acres of grassland and only authorizes take incidental to the enhancement of the 44.3-acre White Fox Creek riparian corridor with restoration plantings.

Incidental take of individuals of the Covered Species in the form of mortality ("kill") may occur as a result of Covered Activities. This mortality could occur as a result of: construction vehicle/equipment strikes and burrow collapse associated with earthwork, vegetation removal, road construction; crushing or suffocation by heavy equipment or laydown of equipment and materials; entrapment and desiccation within trenches, open pipelines, and uncovered excavations; entombment from deposition of stockpiled soil over occupied burrows, and during vegetation removal and earthwork associated with development of roadbeds, building pads, and other infrastructure.

Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursuit or capture through: entrapment in holes or trenches; uncovering individuals during salvage excavation of burrow systems; capture of individuals in confined areas when exclusion fencing is constructed around portions of the Project Site, and when individuals of the Covered Species are salvaged, collected, and relocated or translocated out of harm's way as required by this ITP.

The Project is expected to cause the permanent loss of: 247.5 acres of upland refugia habitat for the Covered Species, and a 2.4-acre stock pond which represents potential breeding habitat for the Covered Species. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include: introduction or spread of invasive species; changes in drainage patterns that favors different vegetative growth; stress resulting from noise and

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vibrations from earthwork, equipment operation, and traffic; temporary displacement; increased competition for food and space; increased vulnerability to predation, exposure, or stress through disorientation; loss of foraging opportunities; and loss of breeding and burrowing habitat used for shelter, reproduction, and escape cover. Individuals displaced due to habitat loss and degradation may be unable to survive in adjacent areas if these areas are at carrying capacity or are unsuitable for colonization.

The Project will result in permanent habitat loss for the Covered Species including the permanent loss of one potential breeding pond. These impacts on the Covered Species will occur within U.S. Fish and Wildlife Service designated Critical Habitat for the Covered Species. The Project's impact on the Covered Species as a result of permanent habitat loss, indirect impacts to upland and breeding habitat, and incremental effects on the Covered Species (cumulative impact) necessitates permanent protection and perpetual management of compensatory habitat to provide for the conservation of the Covered Species within their range (see Condition of Approval Habitat Management Land Acquisition).

**VIII. 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 Permittees, 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 Site, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species except for capture and relocation of Covered Species as authorized by this ITP.

**IX. Conditions of Approval:**

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

1. **Legal Compliance:** Permittees shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
2. **CEQA Compliance:** Permittees shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the 1984 *Environmental Impact Report (EIR) Millerton New Town Specific Plan* (SCH No. 84051409), the 1999 amendment to the EIR, and the 2004 amendment to the EIR. The original EIR and both amendments were certified 1984, 1999, and 2004,

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respectively, by the County of Fresno as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).

3. **LSA Agreement Compliance:** Permittees shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration Agreement (Notification No. 1600-2012-0144-R4) for the Project executed by CDFW pursuant to Fish and Game Code section 1600 et seq.
4. **ESA Compliance:** Permittees shall implement and adhere to the terms and conditions related to the Covered Species in the *Formal Consultation on Three Water Transfers to the County of Fresno and Delivery of Water to the Millerton New Town Development, Fresno County, California* (Biological Opinion No. 08ESMF00-2009-F-0873) for the Project pursuant to the Federal Endangered Species Act (ESA). For purposes of this ITP, where the terms and conditions for the Covered Species in the federal authorization are less protective of the Covered Species or otherwise conflict with this ITP, the conditions of approval set forth in this ITP shall control.
5. **Terms and Conditions:** Permittees shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.
6. **General Provisions:**
  - 6.1. Designated Representative. Before starting Covered Activities, Permittees shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittees shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
  - 6.2. Designated Biologist(s) and/or Designated Monitor(s). Permittees shall submit to CDFW in writing the name, qualifications, business address, and contact information of proposed Designated Biologist(s) and/or Designated Monitor(s) at least 30 days before starting Covered Activities using the Biologist Resume Form (Attachment 2) or another format containing the same information. Permittees shall review qualifications before submission and ensure that the Designated Biologist(s) and Designated Monitor(s) are knowledgeable and experienced in the biology, natural history, collection and handling of the Covered Species, excavating burrow and crevices to minimize mortality of the Covered Species, and monitoring construction activities following the Conditions of Approval of an ITP for the Covered Species.

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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 Conditions of Approval, specified by the Permittees or Designated Representative at the time their qualifications are submitted for review. Designated Monitor(s) and their specific activities shall be approved in advance and in writing by CDFW. 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. Permittees shall obtain CDFW approval of the Designated Biologist(s) and Designated Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance in writing if the Designated Biologist(s) or Designated Monitor(s) must be changed.

- 6.3.** Designated Biologist and/or Designated Monitor Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist(s) and/or Designated Monitor(s) shall have authority to immediately stop any activity that does not comply with this ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittees shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist(s) and/or Designated Monitor(s) in the performance of their duties. If the Designated Biologist(s) and/or Designated Monitor(s) are unable to comply with the ITP, then the Designated Biologist(s) and/or Designated Monitor(s) shall notify the CDFW Regional Representative (detailed in the Notices section below) immediately. Permittees shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist(s)/Designated Monitor(s) that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.
- 6.4.** Education Program. Permittees shall conduct an education program for all persons employed or otherwise working in the Project Site before performing any work. The program shall consist of a presentation prepared by the Designated Biologist that includes the following: (1) a discussion of the biology and general behavior of the Covered Species; (2) information about the distribution and habitat needs of the Covered Species; (3) sensitivity of the Covered Species to human activities; (4) its status pursuant to CESA including

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legal protection, definition of 'take', recovery efforts, penalties for violations; and (5) Project-specific protective measures described in this ITP. Permittees shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Site. Permittees shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Site. 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 Site.

- 6.5.** Construction Monitoring Documentation. The Designated Biologist(s) and Designated Monitor(s) shall maintain a construction monitoring documentation on site throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittees shall ensure a copy of the construction monitoring documentation is available for review on-site upon request by CDFW.
- 6.6.** Trash Abatement. Permittees shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of Covered Activities. Permittees shall ensure that trash and food items are contained in closed (animal-proof) containers and removed regularly (at least once a week) to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 6.7.** Dust Control. Permittees shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist(s) and/or Designated Monitor(s). Permittees shall keep the amount of water used to the minimum amount needed, and shall not allow water to form puddles. Dust palliatives shall not be used in the Project Site without prior review of the chemical composition and written approval for use by CDFW.
- 6.8.** Erosion Control Materials. Permittees 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 that portion of the Project Site which represents habitat for the Covered Species. This includes photodegradable or biodegradable synthetic netting. Permittees shall use erosion control fabric/mats, blankets, and/or fiber rolls consisting of only natural fibers such as jute, coconut, twine, or other similar fibers.

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- 6.9. Delineation of Work Area Boundaries.** Before starting Covered Activities at each phase of development, the Permittees shall clearly delineate the boundaries of the active Work Area where the Covered Activities will occur for that development phase with fencing, stakes, or flags. A Work Area is defined as the discrete zone(s) within the Project Site where Covered Activities will actively occur for that development phase. Permittees shall restrict all Covered Activities during that development phase to within the fenced, staked, or flagged Work Area. Permittees shall maintain all fencing, stakes, and flags in effective condition until the completion of Covered Activities in that Work Area.
- 6.10. Delineation of Habitat.** Before starting Covered Activities at each phase of development, the Permittees shall clearly delineate habitat of the Covered Species within the Work Area where Covered Activities are planned to occur in the immediate future for that development phase with posted signs, fencing, stakes, flags, and/or rope or cord visible to Project workers, and place fencing as necessary to minimize the disturbance of Covered Species' habitat. Permittees shall maintain all signs, fencing, stakes, and flags in effective condition until the completion of Covered Activities.
- 6.11. Project Access.** Project-related personnel shall access the Project Site using existing routes, or new routes constructed as part of the Project, and shall not cross Covered Species habitat outside of or en route to the Project Site. Permittees shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittees shall ensure that vehicle speeds do not exceed 20 miles per hour (mph) to avoid Covered Species on or traversing the roads. If Permittees determines construction of routes for travel are necessary outside of the Project Site, 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 or Covered Species habitat impacts will occur as a result of the Project modification.
- 6.12. Staging Areas.** Permittees shall confine all Project-related parking, materials and equipment storage areas, laydown sites, and any other surface-disturbing activities to the active Work Area within each development phase using, to the extent possible, previously disturbed areas. Additionally, Permittees shall not use or cross Covered Species habitat outside of the marked Work Area unless provided for as described in Condition of Approval Project Access.
- 6.13. Hazardous Waste.** Permittees shall properly maintain all machinery to prevent spills and leaks. Permittees shall immediately stop and, pursuant to pertinent State and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of

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occurrence, or as soon as it is safe to do so. Permittees shall exclude the storage and handling of hazardous materials from the Project Site and shall properly contain and dispose of any unused or leftover hazardous products off-Site.

- 6.14. CDFW Access.** Permittees shall provide CDFW staff with reasonable access to the Project Site and the associated Habitat Management lands, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or the effectiveness of the minimization and/or mitigation measures set forth in this ITP.
- 6.15. Refuse Removal.** Upon completion of Covered Activities, Permittees shall remove from the Work 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.
- 6.16. Fire Prevention.** Permittees shall implement fire prevention measures during Covered Activities including but not limited to: (1) equipping all motorized vehicles with spark arrestors when working in designated State Responsibility Areas; (2) ensuring water-filled backpack pumps, shovels, shields, and fire-resistant mats and/or windscreens are available on site during grinding and welding operations; (3) prohibiting welding operations during "red flag" conditions as determined by the California Department of Forestry and Fire Protection; (4) equipping all fuel trucks with an appropriate fire extinguisher; and (5) ensuring that flammable materials are cleared from parking and storage areas.

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

- 7.1. Notification Before Commencement.** The Designated Representative shall notify CDFW at least 14 calendar days before starting Covered Activities at each development phase and in advance of beginning the riparian enhancement work within the White Fox Creek corridor. The Designated Representative shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities at each development phase.
- 7.2. Notification of Non-Compliance.** The Designated Representative shall immediately notify CDFW in writing if he/she determines that the Permittees are 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 and/or Designated Biologist(s) shall follow up within 24 hours

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with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.

**7.3. Compliance Monitoring.** The Designated Biologist(s) shall be on-site daily at each Work Area for implementation of Conditions of Approval Pre-Activity Clearance Surveys, Small Mammal Burrow Surveys and Excavation, Covered Species Exclusion Fencing, Covered Species Exclusion Fence Installation, and on-site daily for initial grading activities and vegetation clearing for that specific Work Area. The Designated Biologist(s) shall conduct compliance inspections to:

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

In addition to daily compliance inspections required by this Condition of Approval, the Designated Representative and Designated Biologist(s) shall ensure that all other inspections required by this ITP are conducted at the frequencies (i.e., interval, time(s) of day, following specified weather events) required by other specific Conditions of Approval. The Designated Representative or Designated Biologist(s) shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP. After completion of initial grading activities and vegetation clearing and during periods of inactivity, the Designated Biologist(s) shall conduct compliance inspections minimum of once a week.

**7.4. As-Built Development Plans.** Permittees shall submit as-built development plans to CDFW within sixty (60) days of completing each development phase. The as-built plan sheets shall delineate and quantify the extent of permanent Project features, including roads, trails, lots, public and commercial buildings, single family dwellings, infrastructure, and all other facilities and features associated with that phase of the Project. The as-built plans shall include an estimate of the permanent disturbance during construction by highlighting the estimated disturbance areas on the as-built plan sheets. The plan scale shall be 1":250' (one inch to 250 feet) or smaller. Plans shall be derived from survey data acquired after phase construction and shall be verified by the Designated

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Biologist(s). Permittees shall submit the plans in Portable Document Format (PDF) or a similar electronic format.

- 7.5. Quarterly Compliance Report.** Permittees shall provide CDFW with Quarterly Compliance Reports (QCR) no more than 10 days after the end of each quarter. The Designated Representative or Designated Biologist(s) shall compile the observation and inspection records identified in Condition of Approval Compliance Monitoring into a single 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. QCRs shall also include: (1) an accounting of the number of acres that have been permanently disturbed within the Project Site, both for the quarter and a total since ITP issuance, if applicable; (2) estimate of the number of acres of habitat disturbance anticipated to occur in the successive quarter; (3) a summary of all Pre-Activity Clearance Surveys and compliance monitoring conducted during the quarter; and (4) the number of building pads, utility installations, pipelines, roads, and other ground-disturbing activities authorized under the Covered Activities within the Project Site which occurred during the quarter. Quarterly Compliance Reports shall be submitted to CDFW's Regional Office, Regional Representative, and Headquarters CESA Program. At the time of this ITP's approval, the CDFW's Regional Office e-mail is [R4CESA@wildlife.ca.gov](mailto:R4CESA@wildlife.ca.gov) with a copy to CDFW's Regional Representative Shaelyn Latronica ([Shaelyn.Latronica@wildlife.ca.gov](mailto:Shaelyn.Latronica@wildlife.ca.gov)) and Headquarters CESA Program ([CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov)). CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittees in writing of the new reporting schedule.
- 7.6. Annual Status Report.** Permittees 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 QCRs for that year; (2) a general description of the status of the Project and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing, and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to permanent disturbance, both for the prior calendar year, and a total since ITP issuance; (7) the number of acres of permanent habitat disturbance anticipated to occur in Work Area(s) where Covered Activities have begun or are anticipated to begin during the coming

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year; (8) the APN of the parcels for which conservation easements were recorded during the year and cumulatively, and the acreage for such easement(s); (9) a summary of all Pre-Activity Clearance Surveys conducted and the annual and cumulative number of building pads, utilities installations, pipelines, roads, and other Covered Activities which occurred during the reporting year; and (10) information about other Project impacts on the Covered Species. Permittees shall submit ASRs to CDFW's Regional Office, Regional Representative, and Headquarters CESA Program.

**7.7. 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(s) shall include copies of the submitted forms with the next QCR or ASR, whichever is submitted first relative to the observation.

**7.8. Final Mitigation Report.** No later than 45 days after completion of all mitigation measures, Permittees shall provide CDFW with a Final Mitigation Report. The Designated Biologist(s) shall prepare a single Final Mitigation Report which shall include, at a minimum: (1) a summary of all QCRs and 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; (8) GIS data files depicting the total extent of permanent disturbance and temporary disturbance (if applicable) associated with the Project, the location and status of restoration areas for temporary disturbance in the Project Site (if applicable), and restoration areas within the White Fox Creek corridor; and (9) any other pertinent information. Permittees shall submit the Final Mitigation Report to CDFW's Regional Office, Regional Representative, and Headquarters CESA Program.

**7.9. Notification of Take or Injury.** Permittees shall immediately notify the Designated Biologist(s) 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(s) or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (559) 243-4005 and by email to CDFW's Regional Office ([R4CESA@wildlife.ca.gov](mailto:R4CESA@wildlife.ca.gov)) and CDFW Representative ([Shaelyn.Latronica@wildlife.ca.gov](mailto:Shaelyn.Latronica@wildlife.ca.gov)). The initial notification to CDFW shall

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include information regarding the location, species, and number of animals taken or injured, name of the CDFW-approved facility where the animal was taken, and this ITP Number. Following initial notification, Permittees shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.

**8. Take Minimization Measures:** The following requirements are intended to ensure the minimization of incidental take of Covered Species at the Project Site during Covered Activities. Permittees shall implement and adhere to the following conditions to minimize take of Covered Species:

**8.1. California Tiger Salamander (CTS) Mortality Reduction and Relocation Plan.** Permittees shall prepare a CTS Mortality Reduction and Relocation Plan and submit it to CDFW for approval before starting Covered Activities. The CTS Mortality Reduction and Relocation Plan shall include, but not be limited to the following: (1) discussion and map of locations within the Project Site which represents upland habitat for the Covered Species; (2) discussion and map of locations within the Project Site within 0.25 mile of known or potential aquatic breeding habitat for the Covered Species; (3) detailed survey, hand excavation, capture, handling, and relocation methods; (4) cover board check frequencies or removal based on seasonality and environmental conditions to ensure any cover boards that remain in use during the dry season (or dry periods) don't lead to Covered Species desiccation risk; (5) identification of where salvaged individuals will be relocated and a discussion of the biological suitability of proposed relocation site(s); and (6) identification of a wildlife rehabilitation center or veterinary facility capable of and willing to treat injured individuals of the Covered Species. The CTS Mortality and Reduction and Relocation Plan must specify that (1) only approved Designated Biologist(s) are authorized to capture and handle the Covered Species and (2) approved Designated Monitor(s) are prohibited from capturing and handling the Covered Species unless specifically approved in writing by CDFW and under the direct supervision of the Designated Biologist(s). Covered Activities may not proceed until a CTS Mortality Reduction and Relocation Plan is approved in writing by CDFW. Once the CTS Covered Species Mortality Reduction and Relocation Plan is approved, it shall be used for the duration of this ITP. Any proposed changes shall be submitted in writing to CDFW and approved by CDFW in writing prior to implementation of any proposed CTS Covered Species Mortality Reduction and Relocation Plan modifications.

**8.2. CTS Exclusion Fencing Plan.** If Covered Activities will be initiated, conducted during, or extend into the Covered Species breeding season (December

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through May) in any Work Area, Permittees shall prepare a CTS Exclusion Fencing Plan and submit it to CDFW for review and written approval a minimum of 30 days prior to starting Covered Activities, implementing Conditions of Approval (see additional details below), and installing exclusion fencing. The CTS Exclusion Fencing Plan shall include, but not be limited to, the following details: (1) area(s) to be fenced (including maps); (2) fence materials; (3) fence design (e.g., height), layout (including maps), and installation methods; (4) cover boards along both sides of the fence to provide refuge areas for Covered Species (include number of cover boards/spacing, material of cover boards, and size of individual cover boards); (5) access gate design(s) and locations, if applicable; (6) specification of the maximum continuous linear length of fencing to be installed at any given time; and (7) inspection, maintenance, repair, and replacement methods and intervals. Permittees shall have a CDFW-approved CTS Exclusion Fencing Plan before implementing Conditions of Approval Pre-Activity Clearance Surveys, Flag Burrows/Crevices, Small Mammal Burrow and Crevice Excavation, and Covered Species Exclusion Fence Installation, below.

- 8.3.** Pre-Activity Clearance Surveys. No more than 14 days prior to any vegetation- or ground-disturbing activities at each Work Area, the Designated Biologist shall survey that part of the Work Area which represents potential habitat for the Covered Species (upland refugia outside the White Fox Creek riparian corridor) and a 50-foot buffer zone around each Work Area if access allows. These surveys shall provide 100 percent visual coverage of the potential habitat (including burrow openings and crevices) in each Work Area and a 50-foot buffer zone around each Work Area. If individuals of the Covered Species are found, the Designated Biologist(s) shall relocate them from the Work Area in accordance with the CDFW-approved CTS Mortality Reduction and Relocation Plan. Designated Monitor(s) are prohibited from capturing and handling the Covered Species unless specifically approved in writing by CDFW and under the direct supervision of the Designated Biologist(s). The Permittees shall provide the survey results to CDFW in a written report prior to the beginning of Covered Activities within Work Areas. Thereafter, the Designated Biologist(s) shall survey each Work Area for the Covered Species at the beginning of each workday prior to starting Covered Activities during initial grading and vegetation clearing.
- 8.4.** Delineation of Ingress and Egress Routes. Prior to any vegetation- or ground-disturbing activities at each Work Area, Permittees shall flag all access roads within the active Work Area and limit vehicle operation to these designated ingress and egress routes.

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- 8.5. Flag Burrows/Crevices.** Prior to any vegetation- or ground-disturbing activities at each Work Area, the Designated Biologist shall flag all potential small mammal burrows and crevices identified during the Pre-Activity Clearance Survey to alert work crews to their presence. Where feasible, an avoidance buffer of 50 feet or greater around small mammal burrows shall be maintained regardless if the burrow is in the Work Area or solely within the Work Area's 50-foot buffer zone.
- 8.6. Small Mammal Burrow and Crevice Excavation.** Prior to any vegetation- or ground-disturbing activities at each Work Area, those small mammal burrows and crevices identified during the Pre-Activity Clearance Survey and flagged per Condition of Approval Flag Burrows within 0.25 mile of known or potential Covered Species aquatic breeding habitat as identified in the CDFW-approved CTS Mortality Reduction and Relocation Plan, and which cannot be fully avoided by at least 50 feet, shall be fully excavated under the direct supervision of the Designated Biologist(s). This excavation requirement applies regardless if the burrow is located within the Work Area or within 50 feet of the Work Area except for when a burrows/crevice is located in areas outside of the Permittees' access and/or control. Excavation shall occur **no more than 14 days after** the completion of Conditions of Approval Pre-Activity Clearance Surveys and Flag Burrows/Crevices. The Designated Biologist(s) shall relocate any live Covered Species discovered during burrow excavation in accordance with the CDFW-approved CTS Mortality Reduction and Relocation Plan. Designated Monitor(s) are prohibited from capturing and handling the Covered Species unless specifically approved in writing by CDFW and under the direct supervision of the Designated Biologist(s).
- 8.7. Covered Species Exclusion Fence Installation.** After surveying, flagging, and excavating small mammal burrows and crevices in accordance with Conditions of Approval Pre-Activity Clearance Surveys, Flag Burrows/Crevices, and Small Mammal Burrow and Crevice Excavation, and after CDFW has approved in writing the exclusion fencing plan in accordance with Condition of Approval CTS Exclusion Fencing Plan, Permittees shall install exclusion fencing around the perimeter of the Work Area to prevent Covered Species from migrating into the cleared Work Area if Covered Activities will be initiated, conducted during, or extend into the Covered Species breeding season (December through May) in any Work Area. The exclusion fence shall be installed **no later than 48 hours after** all small mammal burrows/crevices inside the Work Area are excavated under the direct supervision of the Designated Biologist(s) in accordance with Condition of Approval Small Mammal Burrow and Crevice Excavation to prevent entrapment of Covered Species within the active Work Area. The Designated Biologist(s) shall accompany the exclusion fence construction crew to ensure that Covered Species are not killed or injured during exclusion fence

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installation. Permittees shall also avoid small mammal burrows to the maximum extent possible during the installation of the exclusion fencing. When small mammal burrows cannot be avoided by a 50-foot no-disturbance buffer from the exclusion fence line, they shall be excavated as described in Condition of Approval Small Mammal Burrow and Crevice Excavation prior to commencing exclusion fence installation. The exclusion fence shall be supported sufficiently to maintain the fence in effective condition under all conditions such as wind and heavy rain for the duration of the Covered Activities in the Work Area being fenced.

- 8.8. Exclusion Fence Inspection and Repair.** Permittees and/or Designated Biologist(s) shall check the exclusion fence and refuge areas (e.g. cover boards) daily when Covered Activities occur at the beginning of each workday, daily following rain events both when Covered Activities are occurring and during periods of inactivity, a minimum of once a week during periods of inactivity during the wet season, and frequencies in accordance with the CDFW-approved CTS Mortality Reduction and Relocation Plan for exclusion fence and refuge checks during the dry season. If Covered Species are found within the interior fence or refuge areas, the Designated Biologist(s) shall relocate them in accordance with the CDFW-approved CTS Mortality Reduction and Relocation Plan. Permittees shall maintain/repair the exclusion fence when necessary. Exclusion fencing shall be removed immediately upon completion of Covered Activities in each fenced Work Area.
- 8.9. Covered Species Observations.** During all Covered Activities, all Project workers shall inform the Designated Biologist(s) if a Covered Species is seen within or near the Project Site. All work in the vicinity of the observed Covered Species, which could injure or kill the animal, shall cease immediately until it moves from the Work Area of its own accord or the Designated Biologist(s) can relocate the Covered Species following the CDFW-approved Covered Species Mortality Reduction and Relocation Plan.
- 8.10. Covered Species Record of Handling.** The Designated Biologist(s) shall maintain a record of all CTS handled and relocated. All records of Covered Species captures, relocations, and observations by the Designated Biologist(s) shall include the following documented information: (1) the date, time, and location of each occurrence using Global Positioning System (GPS) coordinates and maps of capture and/or observation as well as release, if applicable; (2) the name of the party that actually identified the Covered Species; (3) circumstances of the incident; the general condition and health of each individual noting all visible conditions including gait and behavior, ectoparasites, injuries, etc.; (5) any diagnostic markings, sex, age (juvenile or adult); (6) actions undertaken; (7) habitat description; and (8) ambient temperature

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when handled, released, and/or observed. Permittees shall also submit this information to CDFW's CNDDDB as per Condition of Approval CNDDDB Observations. This information shall also be included in the required QCRs and ASRs.

- 8.11. Covered Species Injury.** If a Covered Species is injured as a result of Project-related activities, the Designated Biologist(s) shall immediately take it to the CDFW-approved wildlife rehabilitation or veterinary facility per the CDFW-approved CTS Mortality Reduction and Relocation Plan. Permittees shall bear any costs associated with the care or treatment of such injured Covered Species. The Designated Biologist(s) or Designated Representative shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report required by Condition of Approval Notification of Take or Injury.
- 8.12. Rain Forecast.** The Designated Biologist(s) and Permittees shall monitor the National Weather Service 72-hour forecast for the Project Site. If a 50 percent or greater chance of rainfall is predicted within 72 hours, Permittees shall cease all Covered Activities in all Work Areas where initial ground disturbance (vegetation removal, grading, excavation, etc.) has yet to finish. Work may continue 24 hours after the rain ceases and there is a zero percent chance of precipitation in the 72-hour forecast. Covered Activities may be performed during rainfall events within Work Areas that have been cleared of Covered Species and enclosed with Covered Species exclusion fencing that is in effective condition and being properly maintained in accordance with Conditions of Approval Covered Species Exclusion Fence Installation and Exclusion Fence Inspection and Repair.
- 8.13. Night Work.** Permittees shall strictly prohibit any Covered Activities from occurring between sunset and sunrise (i.e., night work) when a 50 percent or greater chance of rainfall is predicted within the 72-hour forecast. Night work may occur 24 hours after the rain ceases and there is a zero percent chance of precipitation in the 72-hour forecast. Covered Activities may be performed between sunset and sunrise during rainfall events within Work Areas that have been cleared of Covered Species and enclosed with Covered Species exclusion fencing that is in effective condition and being properly maintained in accordance with Conditions of Approval Covered Species Exclusion Fence Installation and Exclusion Fence Inspection and Repair.
- 8.14. Soil Stockpiles.** Permittees shall ensure that soil stockpiles are placed where soil will not pass into known or potential Covered Species breeding ponds at or near the Project Site, or into any other "Waters of the State". Permittees shall

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protect stockpiles to prevent soil erosion. Permittees shall not place materials outside of the Project Site.

- 8.15. Barriers to Covered Species Movement.** Roadways shall be constructed without steep curbs, berms, or dikes which prevent the Covered Species from exiting the roadway. If curbs are necessary for safety and/or surface runoff, Permittees shall design and construct them as rounded or gently sloping structure so as to allow the Covered Species to walk over them. If steep dikes are required, design shall include over-side drains or curb/dike breaks spaces at 25-foot intervals to allow Covered Species passage.
- 8.16. Fieldwork Code of Practice.** To ensure that disease is not conveyed between Work Areas by the Designated Biologist(s) or Designated Monitor(s), the fieldwork code of practice developed by the Declining Amphibian Populations Task Force Fieldwork Code of Practice (see Attachment 3) shall be followed at all times. The Designated Biologist(s) or Designated Monitor(s) may substitute a bleach solution (0.5 to 1.0 cup of bleach to 1.0 gallon of water) for the ethanol solution. Care shall be taken so that all traces of the disinfectant are removed before entering the next aquatic habitat.
- 8.17. Open Excavations.** The Designated Biologist(s) and Project worker(s) shall inspect all open holes, sumps, and trenches within each active Work Area at the beginning, middle, and end of each day for trapped Covered Species. If any Project worker discovers that Covered Species have become trapped, Project workers shall cease all Covered Activities in the vicinity which could cause further entrapment, or injure or kill the Covered Species, and notify the Designated Biologist(s) immediately. Project workers and the Designated Biologist(s) shall allow Covered Species to escape unimpeded if possible before Covered Activities are allowed to continue, or the Designated Biologist(s) shall capture and relocate the Covered Species as per the CDFW-approved Covered Species Mortality Reduction and Relocation Plan. The Designated Biologist(s) and worker(s) shall thoroughly inspect all trenches, holes, sumps, or other excavations for Covered Species (or other wildlife) immediately before they are back-filled.
- 8.18. Covers and Ramps.** Permittees shall ensure that all open holes, sumps, trenches, and other excavations are covered or escape ramps are provided to prevent inadvertent entrapment of Covered Species. At the end of the workday **after** thorough inspection, worker(s) shall oversee the covering of all trenches, holes, sumps, or other excavations with a greater than 1:1 (45 degree) slope of any depth with barrier material (e.g., plywood or other hard material) at the close of each working day such that animals are unable to dig or squeeze under the barrier and become entrapped. The outer two feet of the excavation cover

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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. Permittee shall not leave any holes, sumps, trenches, and other excavations open overnight or during periods of inactivity.

If any open holes, sumps, trenches, and other excavations cannot be covered, Permittees, in consultation with Designated Biologist(s) shall provide at least one escape ramp constructed of earthen fill or a non-slip wooden plank with a less than 1:1 (45 degree) slope for each open hole, sump, trench, or other excavation. Permittees and/or Designated Biologist(s) shall inspect ramped holes, sumps, trenches, and other excavations daily when Covered Activities occur at the beginning of each workday, daily following rain events both when Covered Activities are occurring and during periods of inactivity, and a minimum of once a week during periods of inactivity during the wet season for any Covered Species that may be trapped and to ensure that covers and ramps are in effective condition, secured, and with no gaps.

**8.19. Vehicle and Equipment Inspection.** Project workers shall inspect for Covered Species under vehicles and equipment before the vehicles and equipment are moved. If a Covered Species is present, the worker shall notify the Designated Biologist. Project workers and the Designated Biologist(s) shall allow Covered Species to move unimpeded to a safe location, if possible, before Covered Activities are allowed to continue. Alternatively, especially if the animal is inside the fenced Work Area, the Designated Biologist(s) shall move the Covered Species out of harm's way outside of the Project Site and in compliance with the CDFW-approved Covered Species Mortality Reduction and Relocation Plan.

**8.20. Pipes and Other Structures Entrapment Prevention.** Permittees shall ensure that all pipes, hoses, conduit, culverts, or similar materials stockpiled or installed in the Project Site be capped or otherwise enclosed at the ends to prevent entry by Covered Species. Project 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 overnight periods for the Covered Species before the object is subsequently moved, buried, or capped. If during inspection, an individual of the Covered Species is discovered inside a pipe, culvert, or similar structure, the Project worker shall immediately cease all Covered Activities in the vicinity which could injure or kill the Covered Species and notify the Designated Biologist(s). Covered Species shall be allowed to escape unimpeded to a safe location, if possible, before Covered Activities are allowed to continue. Alternatively, the Designated Biologist shall move the Covered Species out of harm's way outside of the Project Site and in

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compliance with the CDFW-approved Covered Species Mortality Reduction and Relocation Plan.

- 8.21. Covered Species Injury.** If a Covered Species is injured as a result of Covered Activities, the Designated Biologist(s) shall immediately take it to a CDFW-approved wildlife rehabilitation or veterinary facility capable of and willing to treat injured individuals of the Covered Species. As required in Condition of Approval Covered Species Mortality Reduction and Relocation Plan, Permittees shall identify the wildlife rehabilitation or veterinary facility prior to the start of Covered Activities. Permittees shall bear any costs associated with the care or treatment of such injured Covered Species. Permittees shall notify CDFW of the injury to the Covered Species immediately unless the incident occurs outside of normal business hours. In that event, CDFW shall be notified no later than the next business day. Notification to CDFW shall be via telephone or e-mail, followed by a written incident report. Notification shall include the date, time, location, and circumstances of the incident and the name of the facility where the animal was taken.
- 8.22. Herbicide Use.** Permittees shall ensure that all herbicide use (mixing, application, and clean-up) is done by a licensed applicator in accordance with all applicable State, federal, and local regulations. Permittees shall only apply herbicide sprays via ground application when wind speed measures less than 3 mph. Permittees shall ensure that great care is taken to avoid herbicide use outside the boundaries of the Project Site and avoid herbicide contact with any native vegetation. Permittees shall ensure that any herbicide used within and adjacent to identified habitat features suitable for the Covered Species contain a dye (registered for aquatic use by the California Department of Pesticide Regulation, if warranted) to prevent overspray. Herbicides shall not be applied during rainfall events and/or within 24-hours of forecasted rain.
- 8.23. Avoid Introduction of Herbicides into Waters.** Permittees shall ensure herbicide mixing sites are only located in areas devoid of vegetation, and where there is no potential of a spill reaching a vegetated area or a stream. Permittees shall ensure that any herbicide used where there is the possibility that the herbicide could come into direct contact with water is approved for use in an aquatic environment.
- 8.24. HM Lands.** Prior to initiating Covered Activities, Permittees shall: protect from trespass (install fencing and signage); preserve (under conservation easement); and fund the perpetual management of the HM lands being set aside to mitigate the Project-related impacts to the Covered Species, pursuant to Condition of Approval Habitat Management Land Acquisition below.

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- 9. 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 the Project-related impacts of the taking on the Covered Species that will result with implementation of the Covered Activities at the Project Site. This determination is based on factors including an assessment of the importance of the habitat at the Project Site, the extent to which the Covered Activities will impact that habitat, and CDFW's estimate of the acreage required to provide for adequate compensation.

To meet this requirement, the Permittees shall provide for both the permanent protection and management of 531 acres of Habitat Management (HM) lands pursuant to Condition of Approval Habitat Management Lands Acquisition and Protection below, and the calculation and deposit of the management funds pursuant to Condition of Approval Endowment Fund below, on a portion of what is commonly known as Point Millerton Ranch Preserve (see Figure 6). Point Millerton Ranch Preserve located in Madera County encompasses 796 acres and has been acquired by the Permittees. A 200-acre portion of the Point Millerton Ranch Preserve was set aside under conservation easement in 2012 to mitigate impacts associated with Bonadelle Homes, Inc.'s, Tract 4870 Development Project under Incidental Take Permit No. 2081-2011-001-04. An additional 531 acres of the Point Millerton Ranch Preserve will be set aside under conservation easement to mitigate the impacts associated with this Project. The Project and Bonadelle's Tract 4870 Development Project are located adjacent to each other and impact the same species (CTS) and habitat types. To maximize the conservation values, the Permittees and Bonadelle Homes, Inc., seek to manage the HM lands for the Project and the Tract 4870 Development Project in an integrated and consistent manner by merging the management plans and endowments for these two separate permit obligations. CDFW agrees that Point Millerton Ranch Preserve should be managed in an integrated and coordinated manner if possible. The Permittees and Bonadelle Homes, Inc., shall adopt a comprehensive management plan for the Point Millerton Ranch Preserve and CDFW agrees the endowments which will fund the perpetual management of both parts may be merged for all purposes, including management, investment, expenditures, and reporting. CDFW will construe the Point Millerton Ranch Preserve to be a single property for which both sets of endowment funds were set aside; for that reason, Government Code sections 65965(a) and 65966(b)(1) will not preclude the merger of endowments.

All of the conditions of this ITP and ITP No. 2081-2011-001-04 that apply to the HM lands, including those set forth in the MMRP, shall be binding upon both the Permittees and Bonadelle Homes, Inc. Notwithstanding California Civil Code section 1431 or any other provision of law, Permittees and Bonadelle Homes, Inc., are jointly and severally liable for providing and maintaining security in accordance with HM land requirements of this ITP and ITP No. 2081-2011-001-04 and for performance of all other HM lands terms, conditions, and obligations of this ITP and ITP

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No. 2081-2011-001-04, including, but not limited to, those set forth in the attached MMRP. Any failure by the Permittees or Bonadelle Homes, Inc., to comply with any term, condition, or obligation applicable to the HM lands requirement of this ITP and ITP No. 2081-2011-001-04 shall be deemed a failure to comply by both the Permittees and Bonadelle Homes, Inc.

CDFW has conceptually agreed to the appropriateness of the additional 531 acres of the Point Millerton Ranch Preserve as they appear to: be comprised of high-quality grassland refugia surrounding known Covered Species breeding habitat; and represent superior functional quality habitat relative to the habitat being permanently impacted by the Project (grassland with potential habitat impacts). Permanent protection and funding for perpetual management of 531 acres of Point Millerton Ranch Preserve will be completed in two phases before starting Covered Activities coincident to Phase 1 and Phase 2 (see *Phasing of Mitigation* below) or within 18 months of the effective date of CDFW receiving the Security for that phase if Permittees elect to provide Security pursuant to Condition of Approval Security below, for all uncompleted obligations prior to starting Covered Activities coincident to Phase 1 and Phase 2. At no time may Phase 1 or Phase 2 begin until one of the following have been satisfied: (1) the permanent protection and funding for perpetual management of the HM lands for the development phase is complete or (2) Security is provided to CDFW.

Phasing of Mitigation

Permittees shall provide for both the permanent protection and management of 531 acres of HM lands at the Point Millerton Ranch Preserve. Permittees shall provide HM lands in two phases before starting Covered Activities coincident to Phase 1 and Phase 2 pursuant to Condition of Approval Habitat Management Lands Acquisition and Protection and the calculation and deposit of the management funds pursuant to Condition of Approval Endowment Fund as follows:

- Before starting Covered Activities coincident to Phase 1, Permittees shall provide for the permanent protection and management of a minimum of **97 acres** of HM lands for the Covered Species, which includes a 5 percent contingency acreage<sup>6</sup>.

AND

- Before starting Covered Activities coincident to Phase 2, Permittees shall provide for the permanent protection and management of a minimum of

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<sup>6</sup> Phasing of mitigation requires the Permittees to acquire and permanently preserve additional HM lands in an amount equal to 5 percent of the amount required for that phase. For example, if a development phase would require 100 acres to fully mitigate its impacts if mitigation were not phased, the phased HM lands requirement would be to acquire a minimum of 105 acres (100 x 1.05) prior to ground disturbance.

**434 acres** of HM lands for the Covered Species, or the remainder of the proposed 531-acre Point Millerton Ranch Preserve.

Permittees must provide for the permanent protection and management of a minimum of **97 acres** of HM lands before starting Covered Activities coincident to Phase 1 and a minimum of **434 acres** of HM lands or the remainder of the proposed 531-acre Point Millerton Ranch Preserve before starting Covered Activities coincident to Phase 2 or within 18 months of CDFW receiving the Security for that phase if Permittees provide Security pursuant to Condition of Approval Security below for all uncompleted obligations prior to starting Covered Activities coincident to Phase 1 and Phase 2. If the Permittees elect to provide Security, Permittees shall provide the Minimum Security amount listed in Table 1 below based on 2025 cost estimates. Because the Project will be phased, beginning January 1, 2026, the Minimum Security amount shall be adjusted and increased annually based on the most recent Gross Domestic Product Price Deflator (GDPPD), as published by the United States Bureau of Economic Analysis, until the time of Security posting as approved by CDFW in accordance with Conditions of Approval Calculate the Endowment Funds Deposit and Security. Permittees shall obtain CDFW approval of the adjusted and increased Minimum Security amount before providing Security.

**Table 1.** Security funding schedule.

| <b>Project Development Phase</b> | <b>Acreage of Impact<sup>1</sup></b> | <b>Minimum HM lands Preservation Acreage</b> | <b>Minimum Security<sup>3</sup></b> |
|----------------------------------|--------------------------------------|--|-------------------------------------|
| Phase 1                          | 31 acres                             | 97 acres <sup>2</sup>                        | \$2,675,959 <sup>4</sup>            |
| Phase 2                          | 219 acres                            | 434 acres                                    | \$10,645,762                        |
| <b>Total</b>                     | <b>250 acres</b>                     | <b>531 acres</b>                             | <b>\$13,321,721</b>                 |

<sup>1</sup>The total acreage to be developed/impacted during each phase shall not impact a greater amount of acreage than summarized in Table 1, for a maximum cumulative Project impact of 250 acres.

<sup>2</sup>Total includes a 5 percent contingency acreage.

<sup>3</sup>Minimum Security amount is pro-rated based on estimated cost per acre of Security for 531 acres of HM lands including land acquisition, start-up, interim, and long-term management costs as identified in Condition of Approval Cost Estimates. Minimum Security estimate is based on 2025 cost estimates. Beginning January 1, 2026, the Minimum Security amount shall be adjusted and increased annually to an amount approved by CDFW before Permittees provide Security.

<sup>4</sup>Phase 1 includes a one-time account set up fee, transaction fee, and costs for CDFW to engage an outside contractor identified in Condition of Approval Cost Estimates.

**9.1. Cost Estimates.** For the purposes of determining the Minimum Security amount for uncompleted obligations, CDFW has estimated the cost sufficient for CDFW or its contractors to complete acquisition, protection, and perpetual management of 531 acres of HM lands. These amounts are based on 2025 cost estimates. Beginning January 1, 2026, the costs below (i.e., Minimum

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Security amount) shall be adjusted and increased annually for each development phase based on the most recent GDPPD until the time of Security posting as approved by CDFW in accordance with Conditions of Approval Calculate the Endowment Funds Deposit and Security.

- 9.1.1. Land acquisition costs for HM lands identified in Condition of Approval Habitat Management Lands Acquisition and Protection below, estimated in 2025 dollars at **\$14,900/acre** for 531 acres: **\$7,911,900**;
- 9.1.2. All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in Conditions of Approval Fee Title and Conservation Easement below, estimated in 2025 dollars: **\$250,000**;
- 9.1.3. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval Start-up Activities below, estimated in 2025 dollars, at **\$444,101** for 531 acres;
- 9.1.4. Interim management period funding as described in Condition of Approval Interim Management (Initial and Capital) below, estimated in 2025 dollars, at \$739/acre for a total of **\$392,549**;
- 9.1.5. Long-term management funding as described in Condition of Approval Endowment Fund below, estimated in 2025 dollars at \$8,033/acre for 531 acres: **\$4,264,571**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.
- 9.1.6. Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other State agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval Reimburse CDFW estimated in 2025 dollars: **\$15,000**.
- 9.1.7. All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to acquisition, protection, and perpetual funding and management of the HM lands and restoration of temporarily disturbed habitat. These costs include but are not limited to the cost of issuing a request for proposals, transaction costs, contract administration costs, and costs associated with monitoring the contractor's work estimated in 2025 dollars: **\$43,600**.

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**9.2. Habitat Management Lands Acquisition and Protection.** To provide for the perpetual protection and management of the HM lands, the Permittees shall:

9.2.1. Fee Title. Transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.

9.2.2. Conservation Easement. If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for the conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittees shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended, and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the “doctrine of merger” could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement.

9.2.3. HM Lands Approval. Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project’s impacts on Covered Species.

9.2.4. HM Lands Documentation. Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services.

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- 9.2.5. Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittees shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.
- 9.2.6. Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see optional management plan template at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736>); the management plan should recognize anticipated phasing of the acquisition, protection, and perpetual management of HM lands, provide interim management objectives and tasks (including monitoring), and provide long term management objectives and tasks (including monitoring) for each projected mitigation phase, in which no mitigation phase's management relies on aspects of management of future phases; (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing of each mitigation phase; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable, of each mitigation phase; and (7) installing signage for each mitigation phase.
- 9.2.7. Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittees shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence

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repair, continuing trash removal, site monitoring, and vegetation and invasive species management.

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

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

After the interim management period, Permittees shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment. For this ITP, which anticipates that the Endowment will be funded in phases, the interim management period for each mitigation phase is three years after deposit of that phase's funds; and funds will be available for long-term management and monitoring for each mitigation phase three years after that phase's funds were deposited.

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

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

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

Once an Endowment Manager has been identified, the endowment amount has been calculated per Condition of Approval Calculate the Endowment Funds Deposit, and funds deposited per Condition of Approval Transfer Long-term Endowment Funds for the first mitigation phase, changes in the Endowment Manager for subsequent mitigation phases shall be allowed only with a revised endowment fund amount approved in writing by CDFW, calculated per Condition of Approval Calculate the Endowment Funds Deposit.

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

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the endowment assessment before transferring funds to the Endowment Manager.

A separate endowment assessment shall be prepared for the HM lands approved by CDFW per Condition of Approval Fee Title for each mitigation phase. The cost estimates in the endowment assessment are based on evaluations at the time the analysis is completed. In order to take into consideration the time lapse and inflationary influences between development of the endowment assessment and the subsequent deposit of the endowment funds for each mitigation phase, the endowment costs for each mitigation phase shall be adjusted annually based on the most recent GDPPD. Permittees shall submit to CDFW for review and approval the results of each endowment assessment before transferring funds to the Endowment Manager.

- 9.3.2.1. Capitalization Rate and Fees. Permittees shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.
- 9.3.2.2. Endowment Buffers/Assumptions. Permittees shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:
  - 9.3.2.2.1. 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.
  - 9.3.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding for each mitigation phase.
  - 9.3.2.2.3. Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.

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9.3.2.2.4. Apportioning Costs Between Phases. The endowment assessment shall identify costs for each mitigation phase, and not simply pro-rate costs by acre. Certain costs may need to be allocated to the first mitigation phase, such as equipment purchasing/leasing, or to specific properties according to features of the property. The endowment assessment for each mitigation phase shall be estimated such that stand-alone management, monitoring and reporting may occur.

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

9.3.4. Management of the Endowment. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

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

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

**9.4.** Reimburse CDFW. Permittees shall reimburse CDFW for all reasonable expenses incurred by CDFW related to issuance and monitoring of this ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, costs

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incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.

- 10. Security:** The Permittees may proceed with Covered Activities coincident to Phase 1 and Phase 2 only after the Permittees have ensured funding (Security) to complete any activity required by Condition of Approval Habitat Management Land Acquisition that has not been completed before Covered Activities begin. Permittees shall provide Security as follows:
  - 10.1. Security Amount.** The total Security for the Project as a whole (531 acres of HM lands) shall be in the amount of \$13,321,721 in 2025 dollars. Because the Project is phased, Permittees may deposit separate Security before Covered Activities begin coincident with each development phase. The Minimum Security shall be in the amount of **\$2,675,959** prior to starting Phase 1 and **\$10,645,762** prior to starting Phase 2. These amounts are based on 2025 cost estimates identified in Condition of Approval Cost Estimates above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, start-up costs, initial management, long-term management, and monitoring. Because the Project will be phased, beginning January 1, 2026, the Minimum Security amount shall be adjusted and increased annually based on the most recent GDPPD until the time of Security posting. Permittees shall obtain CDFW approval of the adjusted and increased Minimum Security amount before providing Security.
  - 10.2. Security Form.** The Security shall be in the form of an irrevocable letter of credit (see Attachment 4) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
  - 10.3. Security Timeline.** The Security shall be provided in draft form to CDFW's Regional Representative for review and approval prior to execution. Permittees shall execute the CDFW-approved Security before Covered Activities begin for each development phase.
  - 10.4. Security Holder.** The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
  - 10.5. Security Transmittal.** Permittees shall transmit Security to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.
  - 10.6. Security Drawing.** The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittees have failed to comply with the Conditions of Approval of this ITP.

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

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

Even if Security is provided, the Permittees must complete the required acquisition, protection and transfer of all HM lands and record required conservation easements no later than 18 months of CDFW receiving the Security for that phase. CDFW may require the Permittees to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittees do not complete these requirements within the specified timeframe.

**X. Amendment:**

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

**XI. Stop-Work Order:**

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

If Permittees fail to remedy the violation or to comply with a stop-work order, CDFW may proceed with suspension and revocation of this ITP. Suspension and revocation of this ITP shall be governed by California Code of Regulations, Title 14, section 783.7, and any other

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applicable law. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

**XII. 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.

**XIII. Compliance with Other Laws:**

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

**XIV. Notices:**

Written notices, reports, and other communications relating to this ITP shall be delivered to CDFW by registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittees. Notices, reports, and other communications shall reference the Project name, Permittees, and ITP Number (2081-2014-077-04) 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, CA 93710  
Telephone (559) 243-4005  
[R4CESA@wildlife.ca.gov](mailto: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, CA 94244-2090  
[CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov)

Incidental Take Permit  
No. 2081-2014-077-04  
(Amendment No. 2)

THE CLARKSFIELD COMPANY, INC AND 104 INVESTMENTS LLC  
CLARKSFIELD DEVELOPMENT PROJECT WITHIN MILLERTON NEW TOWN

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

Shaelyn Latronica  
 California Department of Fish and Wildlife  
 1130 East Shaw Avenue, Suite 206  
 Fresno, CA 93710  
 (559) 243-4005  
[Shaelyn.Latronica@wildlife.ca.gov](mailto:Shaelyn.Latronica@wildlife.ca.gov)

**XV. Compliance with CEQA:**

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, County of Fresno. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the *Millerton New Town Specific Plan Environmental Impact Report* (SCH. No.84051409) dated May 1984 that the County of Fresno certified for the Millerton New Town Specific Plan on December 18, 1984. The EIR was amended in 1999 and again in 2004 to accommodate the expansion of the specific area acreage. At the time the lead agency certified both amendments, it also adopted a Mitigation Measures and Monitoring Program Matrix as a condition 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.

**XVI. Findings Pursuant to CESA:**

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

CDFW finds based on substantial evidence in the ITP application, the Millerton New Town Specific Plan EIR and as it was amended in 1999 and 2004, the results of a site visit and consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

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- (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 protection and perpetual management of 531 acres of Point Millerton Ranch Preserve; (2) the salvage and exclusion of individuals of the Covered Species from the Work Area; (3) worker education; and (4) Quarterly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat at the Project Site, 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 531 acres of compensatory habitat that is contiguous with other protected Covered Species habitat and is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP, minimizes and fully mitigates the impacts of the taking caused by the Project;
- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittees objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittees have ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittees as necessary to avoid jeopardy and as required by law.

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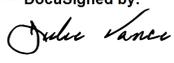
THE CLARKSFIELD COMPANY, INC AND 104 INVESTMENTS LLC  
CLARKSFIELD DEVELOPMENT PROJECT WITHIN MILLERTON NEW TOWN

**XVII. Attachments:**

|              |   |
|--------------|---|
| FIGURE 1     | Project Vicinity Map  |
| FIGURE 2     | Project Site within Millerton New Town Specific Plan Area             |
| FIGURE 3     | Project Phase 1 (West of Marina Drive)                                |
| FIGURE 4     | Project Phase 1 (East of Marina Drive)                                |
| FIGURE 5     | Project Phase 2   |
| FIGURE 6     | 531-acre Point Millerton Ranch Preserve                               |
| ATTACHMENT 1 | Mitigation Monitoring and Reporting Program                           |
| ATTACHMENT 2 | Biologist Resume Form   |
| ATTACHMENT 3 | Declining Amphibian Populations Task Force Fieldwork Code of Practice |
| ATTACHMENT 4 | Letter of Credit Form for CESA ITP Security                           |
| ATTACHMENT 5 | Amendment No. 2 with Track Changes                                    |

**ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

on 1/28/2026

DocuSigned by:  
  
FA83F09FE08945A...  
Julie A. Vance, Regional Manager  
Central Region

Incidental Take Permit  
No. 2081-2014-077-04  
(Amendment No. 2)

**THE CLARKSFIELD COMPANY, INC AND 104 INVESTMENTS LLC  
CLARKSFIELD DEVELOPMENT PROJECT WITHIN MILLERTON NEW TOWN**

# PROJECT VICINITY MAP

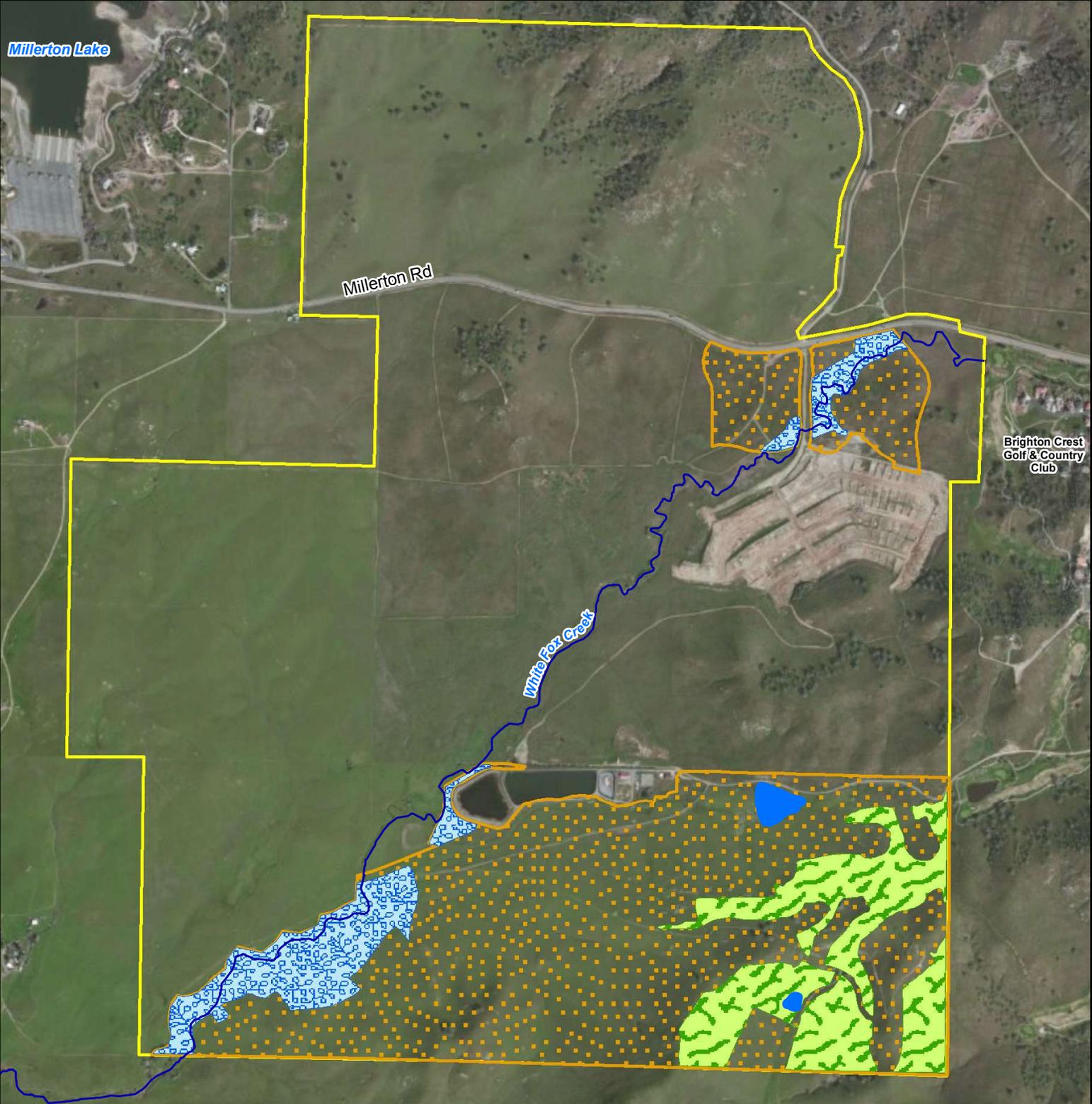
## Figure 1





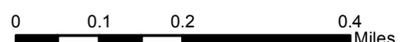
# PROJECT SITE WITHIN MILLERTON NEW TOWN SPECIFIC PLAN AREA

## Figure 2



### Legend

- Millerton New Town Specific Plan Area
- Project Site
- Riparian Corridor (Conservation Easement) 44.3 ac
- Open Space (Conservation Easement) 75.3 ac
- Man-made stock pond

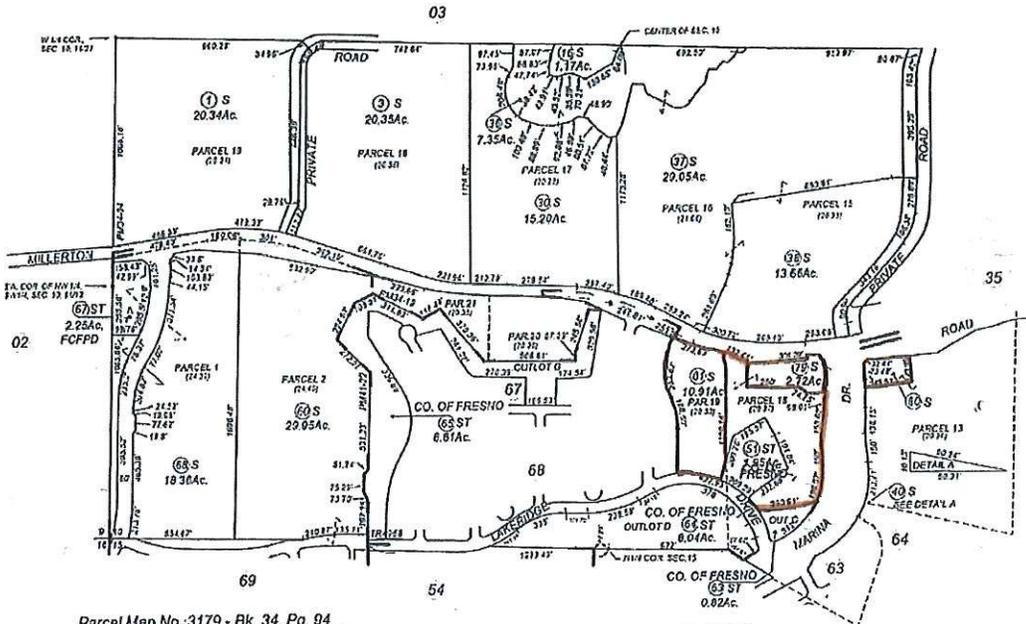


# Figure 3

SUBDIVIDED LAND IN POR. SEC. 10, T. 11 S., R. 21 E., M.D.B. & M.

Tax Rate Area **300-34**  
76-094  
76-095  
199-014

**NOTE:**  
This map is for Assessment purposes only.  
It is not to be construed as proof of legal  
ownership or divisions of land for purposes  
of zoning or subdivision law.



Parcel Map No. 3179 - Bk. 34, Pg. 94  
Parcel Map No. 5349 - Bk. 34, Pg. 19 & 20  
Parcel Map No. 5988 - Bk. 41, Pg. 22  
Tract No. 4968 - Plat Bk. 88, Pgs. 1-8

FCFPD - FRESNO COUNTY FIRE PREVENTION DISTRICT

Assessor's Map Bk. 300 - Pg. 34  
County of Fresno, Calif.

9/11/2024 BD

Note - Assessor's Block Numbers Shown in Ellipses

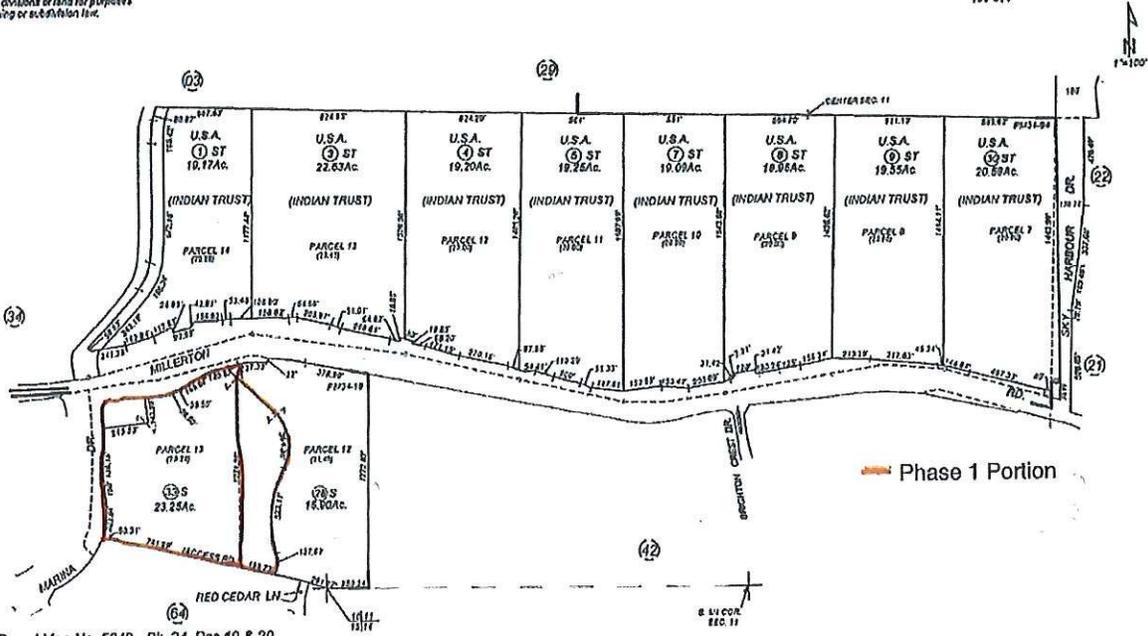
Phase 1 Portion

# Figure 4

**-NOTE-**  
This map is for Assessment purposes only.  
It is not to be construed as portraying legal  
ownership or divisions of land for purposes  
of zoning or subdivision law.

SUBDIVIDED LAND IN POR. SEC'S. 10 & 11, T. 11 S., R. 21 E., M.D.B. & M.

Tax Rate Area **300-35**  
016-094  
078-028  
199-014



Parcel Map No. 5349 - Bk. 34, Pgs. 19 & 20  
Parcel Map No. 3179 (Amended) - Bk. 34, Pg. 94

Assessor's Map Bk. 300 - Pg. 35  
County of Fresno, Calif.

Note - Assessor's Block Numbers Shown in Squares  
Assessor's Parcel Numbers Shown in Circles

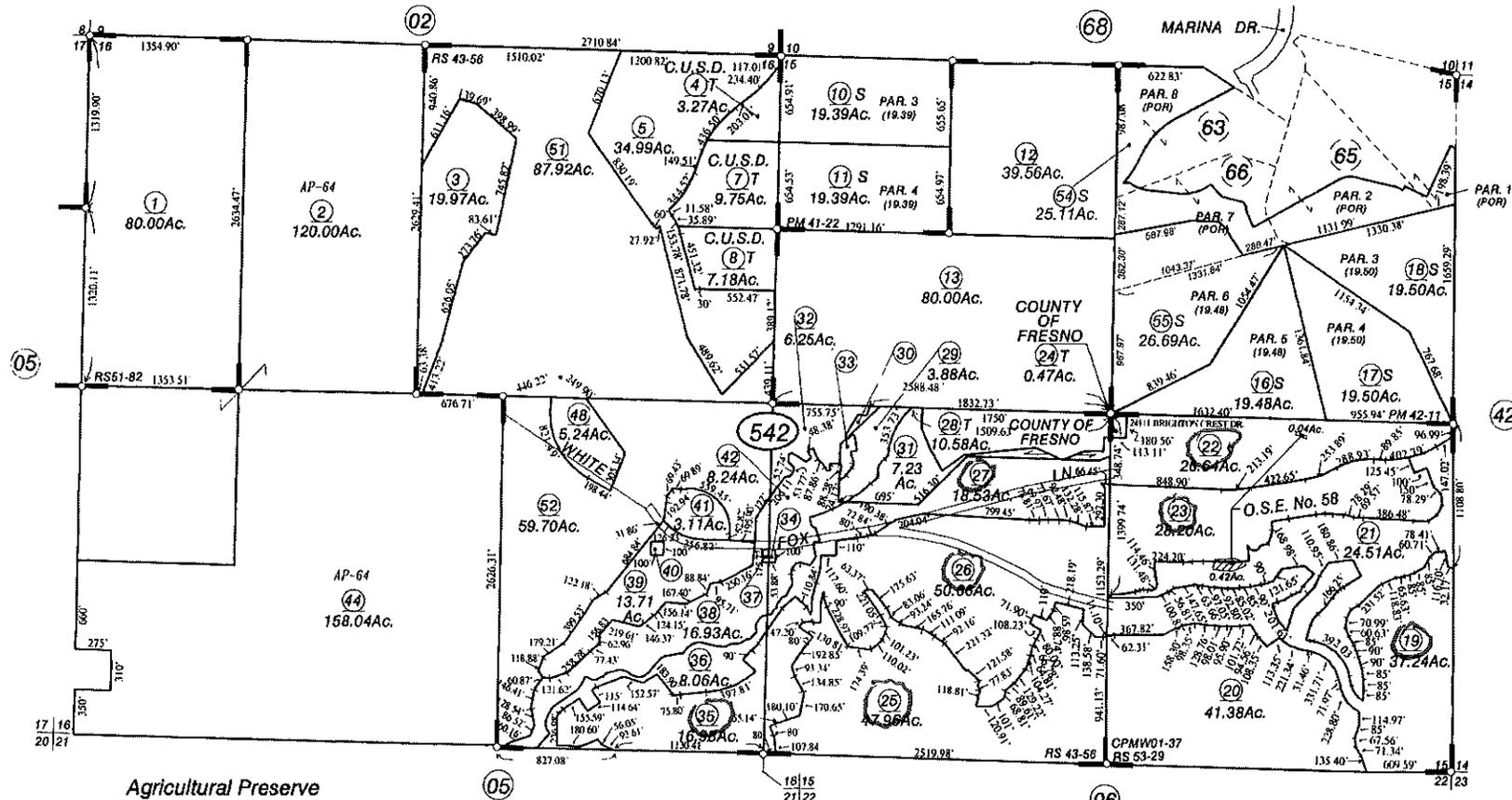
# Figure 5

--- NOTE ---  
 This map is for Assessment purposes only.  
 It is not to be construed as portraying  
 legal ownership or divisions of land for  
 purposes of zoning or subdivision law.

POR. SEC.'S 10, 15 & 16, T.11 S., R. 21 E., M. D. B. & M.

Tax Rate Area  
 76-068 76-096  
 76-073 76-097  
 76-094 199-002

300-54



Agricultural Preserve  
 Certificate of Parcel Map Waiver No. 01-37, Doc. 15915, 2-4-08  
 Parcel Map No. 5988 - Bk. 41, Pg. 22  
 Parcel Map No. 5768 - Bk. 42, Pg. 11

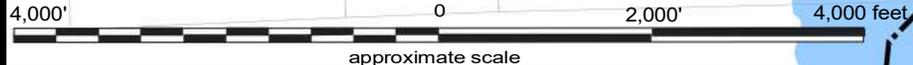
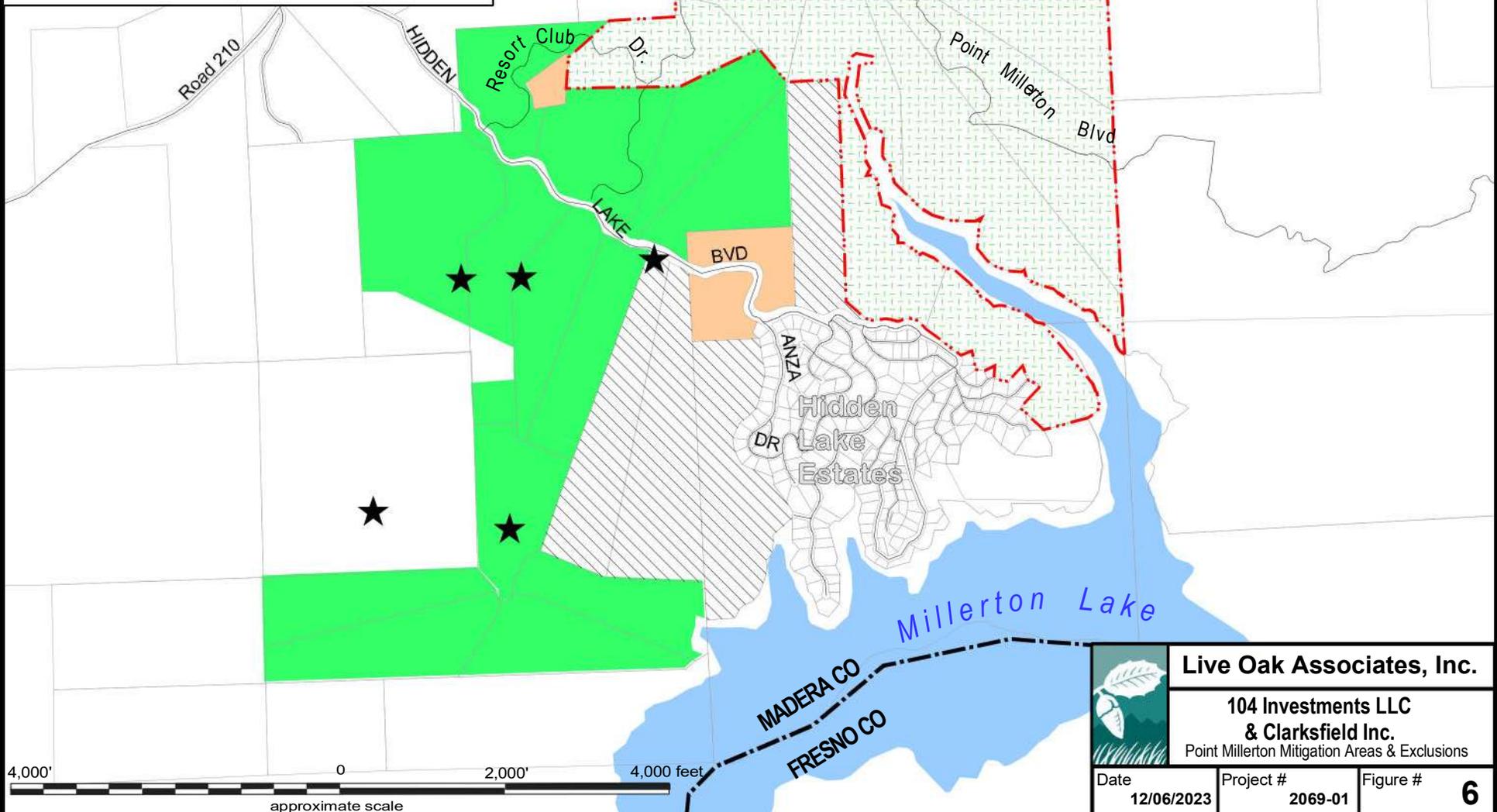
Record of Survey - Bk. 43, Pgs. 56  
 Record of Survey - Bk. 51, Pgs. 82-88  
 Record of Survey - Bk. 53, Pg. 29

Assessor's Map Bk. 300 - Pg. 54  
 County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.  
 Assessor's Parcel Numbers Shown in Circles.

### LEGEND

-  **Conservation Areas - PMR II**  
(Total of 531± Acres for 250± Acres of Impacts at Millerton New Town Clarksfield Co. Inc. Properties)
-  **Existing Point Millerton - PMR I Conservation Easement**
-  **Fine Gold Creek Preserve**
-  **Stock Ponds**
-  **Excluded From 531 Acre Conservation Easement**  
(Not a Part / 3rd Party Owned)



|   |   |          |  |
|---|---|----------|--|
|  | <b>Live Oak Associates, Inc.</b>  |          |  |
|   | 104 Investments LLC & Clarksfield Inc.<br>Point Millerton Mitigation Areas & Exclusions |          |  |
| Date  | Project #   | Figure # |  |
| 12/06/2023  | 2069-01   | 6        |  |

**Attachment 1**

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

**AMENDED INCIDENTAL TAKE PERMIT NO. 2081-2014-077-04  
(Amendment No. 2)**

**PERMITTEE 1:      The Clarksfield Company, Inc.**

**PERMITTEE 2:      104 Investments LLC, a California limited liability  
company**

**PROJECT:           Clarksfield Development Project Within Millerton  
New Town**

**PURPOSE OF THE MMRP**

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

**OBLIGATIONS OF PERMITTEES**

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

**VERIFICATION OF COMPLIANCE, EFFECTIVENESS**

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

## **TABLE OF MITIGATION MEASURES**

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

| <b>BEFORE DISTURBING SOIL OR VEGETATION</b> |   |  |   |                          |                                 |
|---|---|--|---|--------------------------|---------------------------------|
|   | <b>Mitigation Measure</b>   | <b>Source</b>  | <b>Implementation Schedule</b>  | <b>Responsible Party</b> | <b>Status / Date / Initials</b> |
| 1   | <p>Before starting Covered Activities, Permittees shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with the ITP. Permittees shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of the ITP.</p>   | <p>ITP Condition of Approval – <u>Designated Representative</u></p>                            | <p>Before commencing ground- or vegetation-disturbing activities</p> <p>Entire Project</p> <p>Notify CDFW if/when a substitute Designated Representative is selected or identified</p>                  | <p>Permittees</p>        |                                 |
| 2   | <p>Permittees shall submit to CDFW in writing the name, qualifications, business address, and contact information of proposed Designated Biologist(s) and/or Designated Monitor(s) at least 30 days before starting Covered Activities using the Biologist Resume Form (Attachment 2) or another format containing the same information. Permittees shall review qualifications before submission and ensure that the Designated Biologist(s) and Designated Monitor(s) are knowledgeable and experienced in the biology, natural history, collection and handling of the Covered Species, excavating burrow and crevices to minimize mortality of the Covered Species, and monitoring construction activities following the Conditions of Approval of an ITP for the Covered Species.</p> <p>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 Conditions of Approval, specified by the Permittees or Designated Representative at the time their qualifications are submitted for review. Designated Monitor(s) and their specific activities shall be approved in advance and in writing by CDFW. 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. Permittees shall obtain CDFW approval of the Designated Biologist(s) and Designated Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance in writing if the Designated Biologist(s) or Designated Monitor(s) must be changed.</p> | <p>ITP Condition of Approval - <u>Designated Biologist(s) and/or Designated Monitor(s)</u></p> | <p>At least 30 days before commencing ground- or vegetation-disturbing activities</p> <p>Entire Project</p> <p>Notify CDFW if/when Designated Biologist(s) or Designated Monitor(s) must be changed</p> | <p>Permittees</p>        |                                 |

|   | <b>Mitigation Measure</b>   | <b>Source</b>  | <b>Implementation Schedule</b>   | <b>Responsible Party</b>               | <b>Status / Date / Initials</b> |
|---|---|--|--|--|---------------------------------|
| 3 | Permittees shall conduct an education program for all persons employed or otherwise working in the Project Site before performing any work. The program shall consist of a presentation prepared by the Designated Biologist that includes the following: (1) a discussion of the biology and general behavior of the Covered Species; (2) information about the distribution and habitat needs of the Covered Species; (3) sensitivity of the Covered Species to human activities; (4) its status pursuant to CESA including legal protection, definition of 'take', recovery efforts, penalties for violations; and (5) Project-specific protective measures described in the ITP. Permittees shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Site. Permittees shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Site. 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 Site. | ITP Condition of Approval - <u>Education Program</u>                   | Before workers/new workers can perform any work within the Project Site<br><br>Entire Project<br><br>Repeat training at least once annually              | Permittees<br><br>Designated Biologist |                                 |
| 4 | Permittees shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of Covered Activities. Permittees shall ensure that trash and food items are contained in closed (animal-proof) containers and removed regularly (at least once a week) to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.   | ITP Condition of Approval - <u>Trash Abatement</u>                     | Before commencing ground- or vegetation-disturbing activities<br><br>Entire Project<br><br>Remove trash at daily intervals or at least once a week       | Permittees                             |                                 |
| 5 | Before starting Covered Activities at each phase of development, the Permittees shall clearly delineate the boundaries of the active Work Area where the Covered Activities will occur for that development phase with fencing, stakes, or flags. A Work Area is defined as the discrete zone(s) within the Project Site where Covered Activities will actively occur for that development phase. Permittees shall restrict all Covered Activities during that development phase to within the fenced, staked, or flagged Work Area. Permittees shall maintain all fencing, stakes, and flags in effective condition until the completion of Covered Activities in that Work Area.  | ITP Condition of Approval - <u>Delineation of Work Area Boundaries</u> | Before commencing ground- or vegetation-disturbing activities in a Work Area<br><br>Entire Project<br><br>Maintain all signs, fencing, stakes, and flags | Permittees                             |                                 |
| 6 | Before starting Covered Activities at each phase of development, the Permittees shall clearly delineate habitat of the Covered Species within the Work Area where Covered Activities are planned to occur in the immediate future for that development phase with posted signs, fencing, stakes, flags, and/or rope or cord visible to Project workers, and place fencing as necessary to minimize the disturbance of Covered Species' habitat. Permittees shall maintain all signs, fencing, stakes, and flags in effective condition until the completion of Covered Activities.  | ITP Condition of Approval - <u>Delineation of Habitat</u>              | Before commencing ground- or vegetation-disturbing activities in a Work Area<br><br>Entire Project<br><br>Maintain all signs, fencing, stakes, and flags | Permittees                             |                                 |

|   | <b>Mitigation Measure</b>  | <b>Source</b>  | <b>Implementation Schedule</b>  | <b>Responsible Party</b>                    | <b>Status / Date / Initials</b> |
|---|--|--|---|---|---------------------------------|
| 7 | The Designated Representative shall notify CDFW at least 14 calendar days before starting Covered Activities at each development phase and in advance of beginning the riparian enhancement work within the White Fox Creek corridor. The Designated Representative shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities at each development phase.  | ITP Condition of Approval - <u>Notification Before Commencement</u>  | 14 days before commencing ground- or vegetation-disturbing activities at each development phase   | Permittees<br><br>Designated Representative |                                 |
| 8 | Permittees shall prepare a CTS Mortality Reduction and Relocation Plan and submit it to CDFW for approval before starting Covered Activities. The CTS Mortality Reduction and Relocation Plan shall include, but not be limited to the following: (1) discussion and map of locations within the Project Site which represents upland habitat for the Covered Species; (2) discussion and map of locations within the Project Site within 0.25 mile of known or potential aquatic breeding habitat for the Covered Species; (3) detailed survey, hand excavation, capture, handling, and relocation methods; (4) cover board check frequencies or removal based on seasonality and environmental conditions to ensure any cover boards that remain in use during the dry season (or dry periods) don't lead to Covered Species desiccation risk; (5) identification of where salvaged individuals will be relocated and a discussion of the biological suitability of proposed relocation site(s); and 6) identification of a wildlife rehabilitation center or veterinary facility capable of and willing to treat injured individuals of the Covered Species. The CTS Mortality and Reduction and Relocation Plan must specify that (1) only approved Designated Biologist(s) are authorized to capture and handle the Covered Species and (2) approved Designated Monitor(s) are prohibited from capturing and handling the Covered Species unless specifically approved in writing by CDFW and under the direct supervision of the Designated Biologist(s). Covered Activities may not proceed until a CTS Mortality Reduction and Relocation Plan is approved in writing by CDFW. Once the CTS Covered Species Mortality Reduction and Relocation Plan is approved, it shall be used for the duration of the ITP. Any proposed changes shall be submitted in writing to CDFW and approved by CDFW in writing prior to implementation of any proposed CTS Covered Species Mortality Reduction and Relocation Plan modifications. | ITP Condition of Approval - <u>California Tiger Salamander (CTS) Mortality Reduction and Relocation Plan</u> | Before commencing ground- or vegetation-disturbing activities   | Permittees                                  |                                 |
| 9 | If Covered Activities will be initiated, conducted during, or extend into the Covered Species breeding season (December through May) in any Work Area, Permittees shall prepare a CTS Exclusion Fencing Plan and submit it to CDFW for review and written approval a minimum of 30 days prior to starting Covered Activities, implementing Conditions of Approval (see additional details below), and installing exclusion fencing. The CTS Exclusion Fencing Plan shall include, but not be limited to, the following details: (1) area(s) to be fenced (including maps); (2) fence materials; (3) fence design (e.g., height), layout (including maps), and installation methods; (4) cover boards along both sides of the fence to provide refuge areas for Covered Species (include number of cover boards/spacing, material of cover boards, and size of individual cover boards); (5) access gate design(s) and locations, if applicable; (6) specification of the maximum continuous linear length of fencing to be installed at any given time; and (7) inspection, maintenance, repair, and replacement methods and intervals. Permittees shall have a CDFW-approved CTS Exclusion Fencing Plan before implementing Conditions of Approval <u>Pre-Activity Clearance Surveys, Flag Burrows/Crevice, Small Mammal Burrow and Crevice Excavation, and Covered Species Exclusion Fence Installation</u> , below.   | ITP Condition of Approval - <u>CTS Exclusion Fencing Plan</u>  | A minimum of 30 days prior to starting Covered Activities, implementing Conditions of Approval, and before installing exclusion fencing | Permittees                                  |                                 |

|    | Mitigation Measure  | Source   | Implementation Schedule  | Responsible Party                             | Status / Date / Initials |
|----|---|--|--|---|--------------------------|
| 10 | <p>No more than 14 days prior to any vegetation- or ground-disturbing activities at each Work Area, the Designated Biologist shall survey that part of the Work Area which represents potential habitat for the Covered Species (upland refugia outside the White Fox Creek riparian corridor) and a 50-foot buffer zone around each Work Area if access allows. These surveys shall provide 100 percent visual coverage of the potential habitat (including burrow openings and crevices) in each Work Area and a 50-foot buffer zone around each Work Area. If individuals of the Covered Species are found, the Designated Biologist(s) shall relocate them from the Work Area in accordance with the CDFW-approved <u>CTS Mortality Reduction and Relocation Plan</u>. Designated Monitor(s) are prohibited from capturing and handling the Covered Species unless specifically approved in writing by CDFW <u>and</u> under the direct supervision of the Designated Biologist(s). The Permittees shall provide the survey results to CDFW in a written report prior to the beginning of Covered Activities within Work Areas. Thereafter, the Designated Biologist(s) shall survey each Work Area for the Covered Species at the beginning of each workday prior to starting Covered Activities during initial grading and vegetation clearing.</p>   | <p>ITP Condition of Approval - <u>CTS Pre-Activity Clearance Surveys and Reporting</u></p> | <p>No more than 14 days before commencing any vegetation- or ground-disturbing activities in a Work Area</p> <p>Provide survey results to CDFW before commencing ground- or vegetation-disturbing activities</p> <p>Entire Project</p> | <p>Permittees</p> <p>Designated Biologist</p> |                          |
| 11 | <p>Prior to any vegetation- or ground-disturbing activities at each Work Area, Permittees shall flag all access roads within the active Work Area and limit vehicle operation to these designated ingress and egress routes.</p>  | <p>ITP Condition of Approval – <u>Delineation of Ingress and Egress Routes</u></p>         | <p>Before commencing any vegetation- or ground-disturbing activities in a Work Area</p>  | <p>Permittees</p>                             |                          |
| 12 | <p>Prior to any vegetation- or ground-disturbing activities at each Work Area, the Designated Biologist shall flag all potential small mammal burrows and crevices identified during the <u>Pre-Activity Clearance Survey</u> to alert work crews to their presence. Where feasible, an avoidance buffer of 50 feet or greater around small mammal burrows shall be maintained regardless if the burrow is in the Work Area or solely within the Work Area's 50-foot buffer zone.</p>   | <p>ITP Condition of Approval - <u>Flag Burrows/ Crevices</u></p>                           | <p>Before commencing any vegetation- or ground-disturbing activities in a Work Area</p> <p>Entire Project</p>  | <p>Permittees</p> <p>Designated Biologist</p> |                          |
| 13 | <p>Prior to any vegetation- or ground-disturbing activities at each Work Area, those small mammal burrows and crevices identified during the <u>Pre-Activity Clearance Survey</u> and flagged per Condition of Approval <u>Flag Burrows</u> within 0.25 mile of known or potential Covered Species aquatic breeding habitat as identified in the CDFW-approved <u>CTS Mortality Reduction and Relocation Plan</u>, and which cannot be fully avoided by at least 50 feet, shall be fully excavated under the direct supervision of the Designated Biologist(s). This excavation requirement applies regardless if the burrow is located within the Work Area or within 50 feet of the Work Area except for when a burrows/crevice is located in areas outside of the Permittees' access and/or control. Excavation shall occur <b>no more than 14 days</b> after the completion of Conditions of Approval <u>Pre-Activity Clearance Surveys</u> and <u>Flag Burrows/Crevices</u>. The Designated Biologist(s) shall relocate any live Covered Species discovered during burrow excavation in accordance with the CDFW-approved <u>CTS Mortality Reduction and Relocation Plan</u>. Designated Monitor(s) are prohibited from capturing and handling the Covered Species unless specifically approved in writing by CDFW <u>and</u> under the direct supervision of the Designated Biologist(s).</p> | <p>ITP Condition of Approval – <u>Small Mammal Burrow and Crevice Excavation</u></p>       | <p>Before commencing any vegetation- or ground-disturbing activities in a Work Area</p> <p>Excavation shall occur no more than 14 days after the completion of the CTS Pre-Activity Clearance Surveys</p> <p>Entire Project</p>        | <p>Permittees</p> <p>Designated Biologist</p> |                          |

|    | <b>Mitigation Measure</b>  | <b>Source</b>  | <b>Implementation Schedule</b>   | <b>Responsible Party</b> | <b>Status / Date / Initials</b> |
|----|--|--|--|--------------------------|---------------------------------|
| 14 | <p>After surveying, flagging, and excavating small mammal burrows and crevices in accordance with Conditions of Approval <u>Pre-Activity Clearance Surveys, Flag Burrows/Crevices, and Small Mammal Burrow and Crevice Excavation</u>, and after CDFW has approved in writing the exclusion fencing plan in accordance with Condition of Approval <u>CTS Exclusion Fencing Plan</u>, Permittees shall install exclusion fencing around the perimeter of the Work Area to prevent Covered Species from migrating into the cleared Work Area if Covered Activities will be initiated, conducted during, or extend into the Covered Species breeding season (December through May) in any Work Area. The exclusion fence shall be installed <b>no later than 48 hours</b> after all small mammal burrows/crevices inside the Work Area are excavated under the direct supervision of the Designated Biologist(s) in accordance with Condition of Approval <u>Small Mammal Burrow and Crevice Excavation</u> to prevent entrapment of Covered Species within the active Work Area. The Designated Biologist(s) shall accompany the exclusion fence construction crew to ensure that Covered Species are not killed or injured during exclusion fence installation. Permittees shall also avoid small mammal burrows to the maximum extent possible during the installation of the exclusion fencing. When small mammal burrows cannot be avoided by a 50-foot no-disturbance buffer from the exclusion fence line, they shall be excavated as described in Condition of Approval <u>Small Mammal Burrow and Crevice Excavation</u> prior to commencing exclusion fence installation. The exclusion fence shall be supported sufficiently to maintain the fence in effective condition under all conditions such as wind and heavy rain for the duration of the Covered Activities in the Work Area being fenced.</p> | <p>ITP Condition of Approval - <u>Covered Species Exclusion Fence Installation</u></p> | <p>Before commencing any vegetation- or ground-disturbing activities</p> <p>After implementing Conditions of Approval and CDFW's approval of a <u>CTS Exclusion Fencing Plan</u></p> <p>Entire Project</p> | <p>Permittees</p>        |                                 |
| 15 | <p>Prior to initiating Covered Activities, Permittees shall: protect from trespass (install fencing and signage); preserve (under conservation easement); and fund the perpetual management of the HM lands being set aside to mitigate the Project-related impacts to the Covered Species, pursuant to Condition of Approval <u>Habitat Management Land Acquisition</u> below.</p>  | <p>ITP Condition of Approval – <u>HM Lands</u></p>                                     | <p>Before starting Covered Activities coincident to Phase 1 and Phase 2 <b>or</b> within 18 months of the effective date of CDFW receiving the Security for that phase</p>                                 | <p>Permittees</p>        |                                 |

|                           | Mitigation Measure   | Source                                | Implementation Schedule        | Responsible Party                     | Status / Date / Initials      |         |          |                       |                          |         |           |           |              |              |                  |                  |                     |  |   |            |  |
|---------------------------|--|---------------------------------------|--------------------------------|---------------------------------------|-------------------------------|---------|----------|-----------------------|--------------------------|---------|-----------|-----------|--------------|--------------|------------------|------------------|---------------------|--|---|------------|--|
| 16                        | <p>Permittees shall provide for both the permanent protection and management of 531 acres of HM lands at the Point Millerton Ranch Preserve. Permittees shall provide HM lands in two phases before starting Covered Activities coincident to Phase 1 and Phase 2 pursuant to Condition of Approval <u>Habitat Management Lands Acquisition and Protection</u> and the calculation and deposit of the management funds pursuant to Condition of Approval <u>Endowment Fund</u> as follows:</p> <ul style="list-style-type: none"> <li>Before starting Covered Activities coincident to Phase 1, Permittees shall provide for the permanent protection and management of a minimum of <b>97 acres</b> of HM lands for the Covered Species, which includes a 5 percent contingency acreage.</li> </ul> <p><u>AND</u></p> <ul style="list-style-type: none"> <li>Before starting Covered Activities coincident to Phase 2, Permittees shall provide for the permanent protection and management of a minimum of <b>434 acres</b> of HM lands for the Covered Species, or the remainder of the proposed 531-acre Point Millerton Ranch Preserve.</li> </ul> <p>Permittees must provide for the permanent protection and management of a minimum of <b>97 acres</b> of HM lands before starting Covered Activities coincident to Phase 1 and a minimum of <b>434 acres</b> of HM lands or the remainder of the proposed 531-acre Point Millerton Ranch Preserve before starting Covered Activities coincident to Phase 2 <u>or</u> within 18 months of CDFW receiving the Security for that phase if Permittees provide Security pursuant to Condition of Approval <u>Security</u> below for all uncompleted obligations prior to starting Covered Activities coincident to Phase 1 and Phase 2. If the Permittees elect to provide Security, Permittees shall provide the Minimum Security amount listed in Table 1 below based on 2025 cost estimates. Because the Project will be phased, beginning January 1, 2026, the Minimum Security amount shall be adjusted and increased annually based on the most recent Gross Domestic Product Price Deflator (GDPPD), as published by the United States Bureau of Economic Analysis, until the time of Security posting as approved by CDFW in accordance with Conditions of Approval <u>Calculate the Endowment Funds Deposit</u> and <u>Security</u>. Permittees shall obtain CDFW approval of the adjusted and increased Minimum Security amount before providing Security.</p> <p><b>Table 1.</b> Security funding schedule.</p> <table border="1" data-bbox="184 959 957 1239"> <thead> <tr> <th>Project Development Phase</th> <th>Acreage of Impact<sup>1</sup></th> <th>Minimum HM lands Preservation Acreage</th> <th>Minimum Security<sup>3</sup></th> </tr> </thead> <tbody> <tr> <td>Phase 1</td> <td>31 acres</td> <td>97 acres<sup>2</sup></td> <td>\$2,675,959<sup>4</sup></td> </tr> <tr> <td>Phase 2</td> <td>219 acres</td> <td>434 acres</td> <td>\$10,645,762</td> </tr> <tr> <td><b>Total</b></td> <td><b>250 acres</b></td> <td><b>531 acres</b></td> <td><b>\$13,321,721</b></td> </tr> </tbody> </table> <p><sup>1</sup>:The total acreage to be developed/impacted during each phase shall not impact a greater amount of acreage than summarized in Table 1, for a maximum cumulative Project impact of 250 acres.<br/> <sup>2</sup>:Total includes a 5 percent contingency acreage.<br/> <sup>3</sup>:Minimum Security amount is pro-rated based on estimated cost per acre of Security for 531 acres of HM lands including land acquisition, start-up, interim, and long-term management costs as identified in Condition of Approval Cost Estimates. Minimum Security estimate is based on 2025 cost estimates. Beginning January 1, 2026, the Minimum Security amount shall be adjusted and increased annually to an amount approved by CDFW before Permittees provide Security.<br/> <sup>4</sup>:Phase 1 includes a one-time account set up fee, transaction fee, and costs for CDFW to engage an outside contractor identified in Condition of Approval Cost Estimates.</p> | Project Development Phase             | Acreage of Impact <sup>1</sup> | Minimum HM lands Preservation Acreage | Minimum Security <sup>3</sup> | Phase 1 | 31 acres | 97 acres <sup>2</sup> | \$2,675,959 <sup>4</sup> | Phase 2 | 219 acres | 434 acres | \$10,645,762 | <b>Total</b> | <b>250 acres</b> | <b>531 acres</b> | <b>\$13,321,721</b> | ITP Condition of Approval – <u>Habitat Management Land Acquisition</u> | <p>Before starting Covered Activities coincident to Phase 1 and Phase 2 <u>or</u> within 18 months of the effective date of the Security for that phase</p> <p>Permittee shall obtain CDFW approval of the adjusted and increased Minimum Security amount before providing Security</p> | Permittees |  |
| Project Development Phase | Acreage of Impact <sup>1</sup>   | Minimum HM lands Preservation Acreage | Minimum Security <sup>3</sup>  |                                       |                               |         |          |                       |                          |         |           |           |              |              |                  |                  |                     |  |   |            |  |
| Phase 1                   | 31 acres   | 97 acres <sup>2</sup>                 | \$2,675,959 <sup>4</sup>       |                                       |                               |         |          |                       |                          |         |           |           |              |              |                  |                  |                     |  |   |            |  |
| Phase 2                   | 219 acres  | 434 acres                             | \$10,645,762                   |                                       |                               |         |          |                       |                          |         |           |           |              |              |                  |                  |                     |  |   |            |  |
| <b>Total</b>              | <b>250 acres</b>   | <b>531 acres</b>                      | <b>\$13,321,721</b>            |                                       |                               |         |          |                       |                          |         |           |           |              |              |                  |                  |                     |  |   |            |  |

|    | <b>Mitigation Measure</b>   | <b>Source</b>   | <b>Implementation Schedule</b>  | <b>Responsible Party</b> | <b>Status / Date / Initials</b> |
|----|---|---|---|--------------------------|---------------------------------|
| 17 | Transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.  | ITP Condition of Approval - <u>Habitat Acquisition and Protection; Fee Title</u>              | Before starting Covered Activities coincident to Phase 1 and Phase 2 <b>or</b> within 18 months of the effective date of CDFW receiving the Security for that phase | Permittees               |                                 |
| 18 | If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for the conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittees shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended, and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the "doctrine of merger" could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement. | ITP Condition of Approval - <u>Habitat Acquisition and Protection; Conservation Easement</u>  | Before starting Covered Activities coincident to Phase 1 and Phase 2 <b>or</b> within 18 months of the effective date of CDFW receiving the Security for that phase | Permittees               |                                 |
| 19 | Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species.   | ITP Condition of Approval - <u>Habitat Acquisition and Protection; HM Lands Approval</u>      | Before starting Covered Activities coincident to Phase 1 and Phase 2 <b>or</b> within 18 months of the effective date of CDFW receiving the Security for that phase | Permittees               |                                 |
| 20 | Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services.   | ITP Condition of Approval - <u>Habitat Acquisition and Protection; HM Lands Documentation</u> | Before starting Covered Activities coincident to Phase 1 and Phase 2 <b>or</b> within 18 months of the effective date of CDFW receiving the Security for that phase | Permittees               |                                 |

|    | Mitigation Measure   | Source   | Implementation Schedule  | Responsible Party | Status / Date / Initials |
|----|--|--|--|-------------------|--------------------------|
| 21 | <p>Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers shall identify both the interim and long-term land managers. Permittees shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.</p>  | <p>ITP Condition of Approval - <u>Habitat Acquisition and Protection; Land Manager</u></p>                             | <p>Before starting Covered Activities coincident to Phase 1 and Phase 2 <b>or</b> within 18 months of the effective date of CDFW receiving the Security for that phase</p> | <p>Permittees</p> |                          |
| 22 | <p>Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see optional management plan template at: <a href="https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736">https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736</a>); the management plan should recognize anticipated phasing of the acquisition, protection, and perpetual management of HM lands, provide interim management objectives and tasks (including monitoring), and provide long term management objectives and tasks (including monitoring) for each projected mitigation phase, in which no mitigation phase's management relies on aspects of management of future phases; (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing of each mitigation phase; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable, of each mitigation phase; and (7) installing signage for each mitigation phase.</p> | <p>ITP Condition of Approval - <u>Habitat Acquisition and Protection; Start-up Activities</u></p>                      | <p>Before starting Covered Activities coincident to Phase 1 and Phase 2 <b>or</b> within 18 months of the effective date of CDFW receiving the Security for that phase</p> | <p>Permittees</p> |                          |
| 23 | <p>Provide for the interim management of the HM lands. The Permittees shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management.</p> <p>Permittees shall either (1) provide a Security to CDFW for the minimum of three years of interim management that the land owner, Permittees, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.</p>  | <p>ITP Condition of Approval - <u>Habitat Acquisition and Protection; Interim Management (Initial and Capital)</u></p> | <p>Before starting Covered Activities coincident to Phase 1 and Phase 2 <b>or</b> within 18 months of the effective date of CDFW receiving the Security for that phase</p> | <p>Permittees</p> |                          |

|    | <b>Mitigation Measure</b>   | <b>Source</b>   | <b>Implementation Schedule</b>   | <b>Responsible Party</b> | <b>Status / Date / Initials</b> |
|----|---|---|--|--------------------------|---------------------------------|
| 24 | <p>The Permittees shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in the ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittees shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with the ITP, the conservation easement, and the management plan required by Condition of Approval <u>Start-Up Activities</u>. Endowment as used in the ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by the ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>After the interim management period, Permittees shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with the ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment. For the ITP, which anticipates that the Endowment will be funded in phases, the interim management period for each mitigation phase is three years after deposit of that phase's funds; and funds will be available for long-term management and monitoring for each mitigation phase three years after that phase's funds were deposited.</p> | <p>ITP Condition of Approval - <u>Habitat Acquisition and Protection</u>; <u>Endowment Fund</u></p> | <p>Before starting Covered Activities coincident to Phase 1 and Phase 2 <u>or</u> within 18 months of the effective date of CDFW receiving the Security for that phase</p> | <p>Permittees</p>        |                                 |

|    | <b>Mitigation Measure</b>   | <b>Source</b>   | <b>Implementation Schedule</b>   | <b>Responsible Party</b> | <b>Status / Date / Initials</b> |
|----|---|---|--|--------------------------|---------------------------------|
| 25 | <p>The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended.</p> <p>Permittees shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for its conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e).</p> <p>Within thirty days of CDFW's receipt of Permittees written proposal, CDFW shall inform Permittees in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall provide Permittees with a written explanation of the reasons for its determination. If CDFW does not provide Permittees with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3).</p> <p>Once an Endowment Manager has been identified, the endowment amount has been calculated per Condition of Approval <u>Calculate the Endowment Funds Deposit</u>, and funds deposited per Condition of Approval <u>Transfer Long-term Endowment Funds</u> for the first mitigation phase, changes in the Endowment Manager for subsequent mitigation phases shall be allowed only with a revised endowment fund amount approved in writing by CDFW, calculated per Condition of Approval <u>Calculate the Endowment Funds Deposit</u>.</p> | <p>ITP Condition of Approval - <u>Habitat Acquisition and Protection; Identify an Endowment Manager</u></p>         | <p>Before starting Covered Activities coincident to Phase 1 and Phase 2 <b>or</b> within 18 months of the effective date of CDFW receiving the Security for that phase</p> | <p>Permittees</p>        |                                 |
| 26 | <p>After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittees shall prepare an endowment assessment (equivalent to a Property Analysis Record (PAR)) to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). Note that the endowment for the easement holder should not be included in this calculation. The Permittees shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the Endowment Manager.</p> <p>A separate endowment assessment shall be prepared for the HM lands approved by CDFW per Condition of Approval <u>Fee Title</u> for each mitigation phase. The cost estimates in the endowment assessment are based on evaluations at the time the analysis is completed. In order to take into consideration the time lapse and inflationary influences between development of the endowment assessment and the subsequent deposit of the endowment funds for each mitigation phase, the endowment costs for each mitigation phase shall be adjusted annually based on the most recent GDPPD. Permittees shall submit to CDFW for review and approval the results of each endowment assessment before transferring funds to the Endowment Manager.</p>   | <p>ITP Condition of Approval - <u>Habitat Acquisition and Protection; Calculate the Endowment Funds Deposit</u></p> | <p>Before starting Covered Activities coincident to Phase 1 and Phase 2 <b>or</b> within 18 months of the effective date of CDFW receiving the Security for that phase</p> | <p>Permittees</p>        |                                 |

|    | <b>Mitigation Measure</b>   | <b>Source</b>  | <b>Implementation Schedule</b>   | <b>Responsible Party</b> | <b>Status / Date / Initials</b> |
|----|---|--|--|--------------------------|---------------------------------|
| 27 | <p>Permittees shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.</p>  | <p>ITP Condition of Approval - <u>Habitat Acquisition and Protection; Capitalization Rate and Fees</u></p>       | <p>Before starting Covered Activities coincident to Phase 1 and Phase 2 <b>or</b> within 18 months of the effective date of CDFW receiving the Security for that phase</p> | <p>Permittees</p>        |                                 |
| 28 | <p>Permittees shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:</p> <ul style="list-style-type: none"> <li>• <u>10 Percent Contingency</u>. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.</li> <li>• <u>Three Years Delayed Spending</u>. The endowment shall be established assuming spending will not occur for the first three years after full funding for each mitigation phase.</li> <li>• <u>Non-annualized Expenses</u>. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.</li> <li>• <u>Apportioning Costs Between Phases</u>. The endowment assessment shall identify costs for each mitigation phase, and not simply pro-rate costs by acre. Certain costs may need to be allocated to the first mitigation phase, such as equipment purchasing/leasing, or to specific properties according to features of the property. The endowment assessment for each mitigation phase shall be estimated such that stand-alone management, monitoring and reporting may occur.</li> </ul> | <p>ITP Condition of Approval - <u>Habitat Acquisition and Protection; Endowment Buffers/ Assumptions</u></p>     | <p>Before starting Covered Activities coincident to Phase 1 and Phase 2 <b>or</b> within 18 months of the effective date of CDFW receiving the Security for that phase</p> | <p>Permittees</p>        |                                 |
| 29 | <p>Permittees shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.</p>  | <p>ITP Condition of Approval - <u>Habitat Acquisition and Protection; Transfer Long-term Endowment Funds</u></p> | <p>Before starting Covered Activities coincident to Phase 1 and Phase 2 <b>or</b> within 18 months of the effective date of CDFW receiving the Security for that phase</p> | <p>Permittees</p>        |                                 |

|    | <b>Mitigation Measure</b>   | <b>Source</b>   | <b>Implementation Schedule</b>   | <b>Responsible Party</b> | <b>Status / Date / Initials</b> |
|----|---|---|--|--------------------------|---------------------------------|
| 30 | <p>The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with the ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>Notwithstanding Probate Code sections 18501-18510, the Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittees shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds.</p> <p>Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the Endowment to preserve the conservation values of the HM lands, the Endowment Manager shall process that expenditure in accordance with directions from CDFW. The Endowment Manager shall not be liable for any shortfall in the Endowment resulting from CDFW's decision to make such an expenditure.</p> | <p>ITP Condition of Approval - <u>Habitat Acquisition and Protection; Management of the Endowment</u></p> | <p>Before starting Covered Activities coincident to Phase 1 and Phase 2 <b>or</b> within 18 months of the effective date of CDFW receiving the Security for that phase</p> | <p>Permittees</p>        |                                 |
| 31 | <p>Permittees shall reimburse CDFW for all reasonable expenses incurred by CDFW related to issuance and monitoring of the ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, costs incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.</p>   | <p>ITP Condition of Approval - <u>Reimburse CDFW</u></p>  |  | <p>Permittees</p>        |                                 |

|    | Mitigation Measure  | Source                                      | Implementation Schedule   | Responsible Party | Status / Date / Initials |
|----|---|---|---|-------------------|--------------------------|
| 32 | <p>The Permittees may proceed with Covered Activities coincident to Phase 1 and Phase 2 only after the Permittees have ensured funding (Security) to complete any activity required by Condition of Approval <u>Habitat Management Land Acquisition</u> that has not been completed before Covered Activities begin. Permittees shall provide Security as follows:</p> <ul style="list-style-type: none"> <li>• <u>Security Amount</u>. The total Security for the Project as a whole (531 acres of HM lands) shall be in the amount of \$13,321,721 in 2025 dollars. Because the Project is phased, Permittees may deposit separate Security before Covered Activities begin coincident with each development phase. The Minimum Security shall be in the amount of <b>\$2,675,959</b> prior to starting Phase 1 and <b>\$10,645,762</b> prior to starting Phase 2. These amounts are based on 2025 cost estimates identified in Condition of Approval <u>Cost Estimates</u> above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, start-up costs, initial management, long-term management, and monitoring. Because the Project will be phased, beginning January 1, 2026, the Minimum Security amount shall be adjusted and increased annually based on the most recent GDPPD until the time of Security posting. Permittees shall obtain CDFW approval of the adjusted and increased Minimum Security amount before providing Security.</li> <li>• <u>Security Form</u>. The Security shall be in the form of an irrevocable letter of credit (see Attachment 4) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.</li> <li>• <u>Security Timeline</u>. The Security shall be provided in draft form to CDFW's Regional Representative for review and approval prior to execution. Permittees shall execute the CDFW-approved Security before Covered Activities begin for each development phase.</li> <li>• <u>Security Holder</u>. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.</li> <li>• <u>Security Transmittal</u>. Permittees shall transmit Security to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.</li> <li>• <u>Security Drawing</u>. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittees have failed to comply with the Conditions of Approval of the ITP.</li> </ul> <p>Even if Security is provided, the Permittees must complete the required acquisition, protection and transfer of all HM lands and record required conservation easements no later than 18 months of CDFW receiving the Security for that phase. CDFW may require the Permittees to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittees do not complete these requirements within the specified timeframe.</p> | ITP Condition of Approval - <u>Security</u> | <p>Before starting Covered Activities coincident to Phase 1 and Phase 2 if Security is to be provided</p> <p>Permittees shall obtain CDFW approval of the adjusted and increased Minimum Security amount before providing Security</p> <p>Complete required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months of CDFW receiving the Security for that phase</p> | Permittees        |                          |

| <b>DURING CONSTRUCTION</b> |   |   |                                |  |                                 |
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|                            | <b>Mitigation Measure</b>   | <b>Source</b>   | <b>Implementation Schedule</b> | <b>Responsible Party</b>               | <b>Status / Date / Initials</b> |
| 33                         | To ensure compliance with the Conditions of Approval of the ITP, the Designated Biologist(s) and/or Designated Monitor(s) shall have authority to immediately stop any activity that does not comply with the ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittees shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist(s) and/or Designated Monitor(s) in the performance of their duties. If the Designated Biologist(s) and/or Designated Monitor(s) are unable to comply with the ITP, then the Designated Biologist(s) and/or Designated Monitor(s) shall notify the CDFW Regional Representative (detailed in the Notices section below) immediately. Permittees shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist(s)/Designated Monitor(s) that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of the ITP. | ITP Condition of Approval - <u>Designated Biologist and/or Designated Monitor Authority</u> | Entire Project                 | Permittees<br><br>Designated Biologist |                                 |
| 34                         | The Designated Biologist(s) and Designated Monitor(s) shall maintain a construction monitoring documentation on site throughout the construction period, which shall include a copy of the ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittees shall ensure a copy of the construction monitoring documentation is available for review on-site upon request by CDFW.  | ITP Condition of Approval - <u>Construction Monitoring Documentation</u>                    | Entire Project                 | Permittees<br><br>Designated Biologist |                                 |
| 35                         | Permittees shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist(s) and/or Designated Monitor(s). Permittees shall keep the amount of water used to the minimum amount needed, and shall not allow water to form puddles. Dust palliatives shall not be used in the Project Site without prior review of the chemical composition and written approval for use by CDFW.  | ITP Condition of Approval - <u>Dust Control</u>   | Entire Project                 | Permittees                             |                                 |
| 36                         | Permittees 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 that portion of the Project Site which represents habitat for the Covered Species. This includes photodegradable or biodegradable synthetic netting. Permittees shall use erosion control fabric/mats, blankets, and/or fiber rolls consisting of only natural fibers such as jute, coconut, twine, or other similar fibers.  | ITP Condition of Approval - <u>Erosion Control Materials</u>                                | Entire Project                 | Permittees                             |                                 |
| 37                         | Project-related personnel shall access the Project Site using existing routes, or new routes constructed as part of the Project, and shall not cross Covered Species habitat outside of or en route to the Project Site. Permittees shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittees shall ensure that vehicle speeds do not exceed 20 miles per hour (mph) to avoid Covered Species on or traversing the roads. If Permittees determines construction of routes for travel are necessary outside of the Project Site, 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 or Covered Species habitat impacts will occur as a result of the Project modification.   | ITP Condition of Approval - <u>Project Access</u>   | Entire Project                 | Permittees                             |                                 |

|    | <b>Mitigation Measure</b>  | <b>Source</b>   | <b>Implementation Schedule</b>   | <b>Responsible Party</b>  | <b>Status / Date / Initials</b> |
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| 38 | Permittees shall confine all Project-related parking, materials and equipment storage areas, laydown sites, and any other surface-disturbing activities to the active Work Area within each development phase using, to the extent possible, previously disturbed areas. Additionally, Permittees shall not use or cross Covered Species habitat outside of the marked Work Area unless provided for as described in Condition of Approval <u>Project Access</u> .   | ITP Condition of Approval - <u>Staging Areas</u>                  | Entire Project   | Permittees  |                                 |
| 39 | Permittees shall properly maintain all machinery to prevent spills and leaks. Permittees shall immediately stop and, pursuant to pertinent State and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittees shall exclude the storage and handling of hazardous materials from the Project Site and shall properly contain and dispose of any unused or leftover hazardous products off-Site.  | ITP Condition of Approval - <u>Hazardous Waste</u>                | Entire Project   | Permittees  |                                 |
| 40 | Permittees shall provide CDFW staff with reasonable access to the Project Site and the associated Habitat Management lands, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or the effectiveness of the minimization and/or mitigation measures set forth in the ITP.  | ITP Condition of Approval - <u>CDFW Access</u>                    | Entire Project   | Permittee   |                                 |
| 41 | Permittees shall implement fire prevention measures during Covered Activities including but not limited to: (1) equipping all motorized vehicles with spark arrestors when working in designated State Responsibility Areas; (2) ensuring water-filled backpack pumps, shovels, shields, and fire-resistant mats and/or windscreens are available on site during grinding and welding operations; (3) prohibiting welding operations during "red flag" conditions as determined by the California Department of Forestry and Fire Protection; (4) equipping all fuel trucks with an appropriate fire extinguisher; and (5) ensuring that flammable materials are cleared from parking and storage areas. | ITP Condition of Approval - <u>Fire Prevention</u>                | Entire Project   | Permittee   |                                 |
| 42 | The Designated Representative shall immediately notify CDFW in writing if he/she determines that the Permittees are not in compliance with any Condition of Approval of the ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in the ITP and/or the MMRP. The Designated Representative and/or Designated Biologist(s) 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 of Approval - <u>Notification of Non-compliance</u> | Entire Project<br><br>Notify CDFW immediately; follow up within 24 hrs with a written report to CDFW | Permittees<br><br>Designated Representative<br><br>Designated Biologist |                                 |

|    | <b>Mitigation Measure</b>  | <b>Source</b>   | <b>Implementation Schedule</b>   | <b>Responsible Party</b>   | <b>Status / Date / Initials</b> |
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| 43 | <p>The Designated Biologist(s) shall be on-site daily at each Work Area for implementation of Conditions of Approval Pre-Activity Clearance Surveys, Small Mammal Burrow Surveys and Excavation, Covered Species Exclusion Fencing, Covered Species Exclusion Fence Installation, and on-site daily for initial grading activities and vegetation clearing for that specific Work Area. The Designated Biologist(s) shall conduct compliance inspections to:</p> <ol style="list-style-type: none"> <li>(1) minimize incidental take of the Covered Species;</li> <li>(2) prevent unlawful take of species;</li> <li>(3) check for compliance with all measures of the ITP;</li> <li>(4) check all exclusion zones; and</li> <li>(5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Site.</li> </ol> <p>In addition to daily compliance inspections required by this Condition of Approval, the Designated Representative and Designated Biologist(s) shall ensure that all other inspections required by the ITP are conducted at the frequencies (i.e., interval, time(s) of day, following specified weather events) required by other specific Conditions of Approval. The Designated Representative or Designated Biologist(s) shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by the ITP. After completion of initial grading activities and vegetation clearing and during periods of inactivity, the Designated Biologist(s) shall conduct compliance inspections minimum of once a week.</p> | ITP Condition of Approval - <u>Compliance Monitoring</u>      | <p>On-site daily for initial grading activities and vegetation clearing for that specific Work Area</p> <p>A minimum of once a week after completion of initial grading activities and vegetation clearing</p> <p>Entire Project</p> | <p>Permittees</p> <p>Designated Representative</p> <p>Designated Biologist</p> |                                 |
| 44 | <p>Permittees shall submit as-built development plans to CDFW within sixty (60) days of completing each development phase. The as built plan sheets shall delineate and quantify the extent of permanent Project features, including roads, trails, lots, public and commercial buildings, single family dwellings, infrastructure, and all other facilities and features associated with that phase of the Project. The as-built plans shall include an estimate of the permanent disturbance during construction by highlighting the estimated disturbance areas on the as-built plan sheets. The plan scale shall be 1":250' (one inch to 250 feet) or smaller. Plans shall be derived from survey data acquired after phase construction and shall be verified by the Designated Biologist(s). Permittees shall submit the plans in Portable Document Format (PDF) or a similar electronic format.</p>   | ITP Condition of Approval – <u>As-Built Development Plans</u> | Within sixty (60) days of completing each development phase  | Permittees   |                                 |

|    | <b>Mitigation Measure</b>  | <b>Source</b>   | <b>Implementation Schedule</b>  | <b>Responsible Party</b>   | <b>Status / Date / Initials</b> |
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| 45 | <p>Permittees shall provide CDFW with Quarterly Compliance Reports (QCR) no more than 10 days after the end of each quarter. The Designated Representative or Designated Biologist(s) shall compile the observation and inspection records identified in Condition of Approval <u>Compliance Monitoring</u> into a single 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. QCRs shall also include: (1) an accounting of the number of acres that have been permanently disturbed within the Project Site, both for the quarter and a total since ITP issuance, if applicable; (2) estimate of the number of acres of habitat disturbance anticipated to occur in the successive quarter; (3) a summary of all Pre-Activity Clearance Surveys and compliance monitoring conducted during the quarter; and (4) the number of building pads, utility installations, pipelines, roads, and other ground-disturbing activities authorized under the Covered Activities within the Project Site which occurred during the quarter. Quarterly Compliance Reports shall be submitted to CDFW's Regional Office, Regional Representative, and Headquarters CESA Program. At the time of the ITP's approval, the CDFW's Regional Office e-mail is <a href="mailto:R4CESA@wildlife.ca.gov">R4CESA@wildlife.ca.gov</a> with a copy to CDFW's Regional Representative Shaelyn Latronica (<a href="mailto:Shaelyn.Latronica@wildlife.ca.gov">Shaelyn.Latronica@wildlife.ca.gov</a>) and Headquarters CESA Program (<a href="mailto:CESA@wildlife.ca.gov">CESA@wildlife.ca.gov</a>). CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittees in writing of the new reporting schedule.</p> | <p>ITP Condition of Approval - <u>Quarterly Compliance Report</u></p> | <p>No more than 10 days after the end of each quarter<br/><br/>Entire Project</p> | <p>Permittees<br/><br/>Designated Representative<br/><br/>Designated Biologist</p> |                                 |
| 46 | <p>Permittees 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 <u>Final Mitigation Report</u> identified below. Each ASR shall include at a minimum: (1) a summary of all <u>QCRs</u> for that year; (2) a general description of the status of the Project and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing, and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to permanent disturbance, both for the prior calendar year, and a total since ITP issuance; (7) the number of acres of permanent habitat disturbance anticipated to occur in Work Area(s) where Covered Activities have begun or are anticipated to begin during the coming year; (8) the APN of the parcels for which conservation easements were recorded during the year and cumulatively, and the acreage for such easement(s); (9) a summary of all Pre-Activity Clearance Surveys conducted and the annual and cumulative number of building pads, utilities installations, pipelines, roads, and other Covered Activities which occurred during the reporting year; and (10) information about other Project impacts on the Covered Species. Permittees shall submit ASRs to CDFW's Regional Office, Regional Representative, and Headquarters CESA Program.</p>   | <p>ITP Condition of Approval - <u>Annual Status Report</u></p>        | <p>No later than January 31 of every year<br/><br/>Entire Project</p>             | <p>Permittees</p>  |                                 |
| 47 | <p>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(s) shall include copies of the submitted forms with the next <u>QCR</u> or <u>ASR</u>, whichever is submitted first relative to the observation.</p>   | <p>ITP Condition of Approval - <u>CNDDDB Observations</u></p>         | <p>Within 60 calendar days of the observation<br/><br/>Entire Project</p>         | <p>Permittees<br/><br/>Designated Biologist</p>                                    |                                 |

|    | <b>Mitigation Measure</b>  | <b>Source</b>   | <b>Implementation Schedule</b>  | <b>Responsible Party</b>   | <b>Status / Date / Initials</b> |
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| 48 | <p>Permittees shall immediately notify the Designated Biologist(s) 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(s) or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (559) 243-4005 and by email to CDFW's Regional Office (<a href="mailto:R4CESA@wildlife.ca.gov">R4CESA@wildlife.ca.gov</a>) and CDFW Representative (<a href="mailto:Shaelyn.Latronica@wildlife.ca.gov">Shaelyn.Latronica@wildlife.ca.gov</a>). The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured, name of the CDFW-approved facility where the animal was taken, and the ITP Number. Following initial notification, Permittees shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.</p> | <p>ITP Condition of Approval - <u>Notification of Take or Injury</u></p>        | <p>Entire Project</p>   | <p>Permittees<br/><br/>Designated Representative<br/><br/>Designated Biologist</p> |                                 |
| 49 | <p>Permittees and/or Designated Biologist(s) shall check the exclusion fence and refuge areas (e.g. cover boards) daily when Covered Activities occur at the beginning of each workday, daily following rain events both when Covered Activities are occurring and during periods of inactivity, a minimum of once a week during periods of inactivity during the wet season, and frequencies in accordance with the CDFW-approved <u>CTS Mortality Reduction and Relocation Plan</u> for exclusion fence and refuge checks during the dry season. If Covered Species are found within the interior fence or refuge areas, the Designated Biologist(s) shall relocate them in accordance with the CDFW-approved <u>CTS Mortality Reduction and Relocation Plan</u>. Permittees shall maintain/repair the exclusion fence when necessary. Exclusion fencing shall be removed immediately upon completion of Covered Activities in each fenced Work Area.</p>  | <p>ITP Condition of Approval - <u>Exclusion Fence Inspection and Repair</u></p> | <p>Entire Project</p> <p>Daily when Covered Activities occur during initial grading activities and vegetation clearing</p> <p>Daily following rain events both when Covered Activities are occurring and during periods of inactivity</p> <p>Once a week during periods of inactivity during the wet season</p> | <p>Permittees<br/><br/>Designated Biologist</p>                                    |                                 |
| 50 | <p>During all Covered Activities, all Project workers shall inform the Designated Biologist(s) if a Covered Species is seen within or near the Project Site. All work in the vicinity of the observed Covered Species, which could injure or kill the animal, shall cease immediately until it moves from the Work Area of its own accord or the Designated Biologist(s) can relocate the Covered Species following the CDFW-approved <u>Covered Species Mortality Reduction and Relocation Plan</u>.</p>  | <p>ITP Condition of Approval - <u>Covered Species Observations</u></p>          | <p>Entire Project</p>   | <p>Permittees<br/><br/>Designated Biologist</p>                                    |                                 |

|    | <b>Mitigation Measure</b>  | <b>Source</b>   | <b>Implementation Schedule</b> | <b>Responsible Party</b>               | <b>Status / Date / Initials</b> |
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| 51 | The Designated Biologist(s) shall maintain a record of all CTS handled and relocated. All records of Covered Species captures, relocations, and observations by the Designated Biologist(s) shall include the following documented information: (1) the date, time, and location of each occurrence using Global Positioning System (GPS) coordinates and maps of capture and/or observation as well as release, if applicable; (2) the name of the party that actually identified the Covered Species; (3) circumstances of the incident; the general condition and health of each individual noting all visible conditions including gait and behavior, ectoparasites, injuries, etc.; (5) any diagnostic markings, sex, age (juvenile or adult); (6) actions undertaken; (7) habitat description; and (8) ambient temperature when handled, released, and/or observed. Permittees shall also submit this information to CDFW's CNDDDB as per Condition of Approval <u>CNDDDB Observations</u> . This information shall also be included in the required <u>QCRs</u> and <u>ASRs</u> . | ITP Condition of Approval - <u>Covered Species Record of Handling</u>   | Entire Project                 | Permittees                             |                                 |
| 52 | If a Covered Species is injured as a result of Project-related activities, the Designated Biologist(s) shall immediately take it to the CDFW-approved wildlife rehabilitation or veterinary facility per the CDFW-approved <u>CTS Mortality Reduction and Relocation Plan</u> . Permittees shall bear any costs associated with the care or treatment of such injured Covered Species. The Designated Biologist(s) or Designated Representative shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report required by Condition of Approval <u>Notification of Take or Injury</u> .   | ITP Condition of Approval - <u>Covered Species Injury</u>               | Entire Project                 | Permittees<br><br>Designated Biologist |                                 |
| 53 | The Designated Biologist(s) and Permittees shall monitor the National Weather Service 72-hour forecast for the Project Site. If a 50 percent or greater chance of rainfall is predicted within 72 hours, Permittees shall cease all Covered Activities in all Work Areas where initial ground disturbance (vegetation removal, grading, excavation, etc.) has yet to finish. Work may continue 24 hours after the rain ceases and there is a zero percent chance of precipitation in the 72-hour forecast. Covered Activities may be performed during rainfall events within Work Areas that have been cleared of Covered Species and enclosed with Covered Species exclusion fencing that is in effective condition and being properly maintained in accordance with Conditions of Approval <u>Covered Species Exclusion Fence Installation</u> and <u>Exclusion Fence Inspection and Repair</u> .  | ITP Condition of Approval – <u>Rain Forecast</u>                        | Entire Project                 | Permittees                             |                                 |
| 54 | Permittees shall strictly prohibit any Covered Activities from occurring between sunset and sunrise (i.e., night work) when a 50 percent or greater chance of rainfall is predicted within the 72-hour forecast. Night work may occur 24 hours after the rain ceases and there is a zero percent chance of precipitation in the 72-hour forecast. Covered Activities may be performed between sunset and sunrise during rainfall events within Work Areas that have been cleared of Covered Species and enclosed with Covered Species exclusion fencing that is in effective condition and being properly maintained in accordance with Conditions of Approval <u>Covered Species Exclusion Fence Installation</u> and <u>Exclusion Fence Inspection and Repair</u> .  | ITP Condition of Approval – <u>Night Work</u>                           | Entire Project                 | Permittees                             |                                 |
| 55 | Permittees shall ensure that soil stockpiles are placed where soil will not pass into known or potential Covered Species breeding ponds at or near the Project Site, or into any other "Waters of the State". Permittees shall protect stockpiles to prevent soil erosion. Permittees shall not place materials outside of the Project Site.   | ITP Condition of Approval – <u>Soil Stockpiles</u>                      | Entire Project                 | Permittees<br><br>Designated Biologist |                                 |
| 56 | Roadways shall be constructed without steep curbs, berms, or dikes which prevent the Covered Species from exiting the roadway. If curbs are necessary for safety and/or surface runoff, Permittees shall design and construct them as rounded or gently sloping structure so as to allow the Covered Species to walk over them. If steep dikes are required, design shall include over-side drains or curb/dike breaks spaces at 25-foot intervals to allow Covered Species passage.   | ITP Condition of Approval – <u>Barriers to Covered Species Movement</u> | Entire Project                 | Permittees                             |                                 |

|    | <b>Mitigation Measure</b>  | <b>Source</b>   | <b>Implementation Schedule</b>   | <b>Responsible Party</b>               | <b>Status / Date / Initials</b> |
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| 57 | To ensure that disease is not conveyed between Work Areas by the Designated Biologist(s) or Designated Monitor(s), the fieldwork code of practice developed by the Declining Amphibian Populations Task Force Fieldwork Code of Practice (see Attachment 3) shall be followed at all times. The Designated Biologist(s) or Designated Monitor(s) may substitute a bleach solution (0.5 to 1.0 cup of bleach to 1.0 gallon of water) for the ethanol solution. Care shall be taken so that all traces of the disinfectant are removed before entering the next aquatic habitat.   | ITP Condition of Approval – <u>Fieldwork Code of Practice</u>       | Entire Project   | Permittees                             |                                 |
| 58 | The Designated Biologist(s) and Project worker(s) shall inspect all open holes, sumps, and trenches within each active Work Area at the beginning, middle, and end of each day for trapped Covered Species. If any Project worker discovers that Covered Species have become trapped, Project workers shall cease all Covered Activities in the vicinity which could cause further entrapment, or injure or kill the Covered Species, and notify the Designated Biologist(s) immediately. Project workers and the Designated Biologist(s) shall allow Covered Species to escape unimpeded if possible before Covered Activities are allowed to continue, or the Designated Biologist(s) shall capture and relocate the Covered Species as per the CDFW-approved <u>Covered Species Mortality Reduction and Relocation Plan</u> . The Designated Biologist(s) and worker(s) shall thoroughly inspect all trenches, holes, sumps, or other excavations for Covered Species (or other wildlife) immediately before they are back-filled.  | ITP Condition of Approval – <u>Open Excavations</u>                 | Entire Project<br><br>Beginning, middle, and end of each day   | Permittees                             |                                 |
| 59 | Permittees shall ensure that all open holes, sumps, trenches, and other excavations are covered or escape ramps are provided to prevent inadvertent entrapment of Covered Species. At the end of the workday <b>after</b> thorough inspection, worker(s) shall oversee the covering of all trenches, holes, sumps, or other excavations with a greater than 1:1 (45 degree) slope of any depth with barrier material (e.g., plywood or other hard material) at the close of each working day 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. Permittee shall not leave any holes, sumps, trenches, and other excavations open overnight or during periods of inactivity. If any open holes, sumps, trenches, and other excavations cannot be covered, Permittees, in consultation with Designated Biologist(s) shall provide at least one escape ramp constructed of earthen fill or a non-slip wooden plank with a less than 1:1 (45 degree) slope for each open hole, sump, trench, or other excavation. Permittees and/or Designated Biologist(s) shall inspect ramped holes, sumps, trenches, and other excavations daily when Covered Activities occur at the beginning of each workday, daily following rain events both when Covered Activities are occurring and during periods of inactivity, and a minimum of once a week during periods of inactivity during the wet season for any Covered Species that may be trapped and to ensure that covers and ramps are in effective condition, secured, and with no gaps. | ITP Condition of Approval - <u>Covers and Ramps</u>                 | Entire Project<br><br>Daily when Covered Activities occur during initial grading activities and vegetation clearing<br><br>Daily following rain events both when Covered Activities are occurring and during periods of inactivity<br><br>Once a week during periods of inactivity during the wet season | Permittees<br><br>Designated Biologist |                                 |
| 60 | Project workers shall inspect for Covered Species under vehicles and equipment before the vehicles and equipment are moved. If a Covered Species is present, the worker shall notify the Designated Biologist. Project workers and the Designated Biologist(s) shall allow Covered Species to move unimpeded to a safe location, if possible, before Covered Activities are allowed to continue. Alternatively, especially if the animal is inside the fenced Work Area, the Designated Biologist(s) shall move the Covered Species out of harm's way outside of the Project Site and in compliance with the CDFW-approved <u>Covered Species Mortality Reduction and Relocation Plan</u> .  | ITP Condition of Approval - <u>Vehicle and Equipment Inspection</u> | Entire Project<br><br>Before vehicles and equipment are moved  | Permittees<br><br>Designated Biologist |                                 |

|    | <b>Mitigation Measure</b>  | <b>Source</b>   | <b>Implementation Schedule</b>  | <b>Responsible Party</b>               | <b>Status / Date / Initials</b> |
|----|--|---|---|--|---------------------------------|
| 61 | Permittees shall ensure that all pipes, hoses, conduit, culverts, or similar materials stockpiled or installed in the Project Site be capped or otherwise enclosed at the ends to prevent entry by Covered Species. Project 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 overnight periods for the Covered Species before the object is subsequently moved, buried, or capped. If during inspection, an individual of the Covered Species is discovered inside a pipe, culvert, or similar structure, the Project worker shall immediately cease all Covered Activities in the vicinity which could injure or kill the Covered Species and notify the Designated Biologist(s). Covered Species shall be allowed to escape unimpeded to a safe location, if possible, before Covered Activities are allowed to continue. Alternatively, the Designated Biologist shall move the Covered Species out of harm's way outside of the Project Site and in compliance with the CDFW-approved <u>Covered Species Mortality Reduction and Relocation Plan</u> . | ITP Condition of Approval - <u>Pipes and Other Structures Entrapment Prevention</u> | Entire Project<br><br>Inspect construction pipe, culverts, or other similar structures stored for one or more overnight periods before the object is moved, buried, or capped | Permittees<br><br>Designated Biologist |                                 |
| 62 | If a Covered Species is injured as a result of Covered Activities, the Designated Biologist(s) shall immediately take it to a CDFW-approved wildlife rehabilitation or veterinary facility capable of and willing to treat injured individuals of the Covered Species. As required in Condition of Approval <u>Covered Species Mortality Reduction and Relocation Plan</u> , Permittees shall identify the wildlife rehabilitation or veterinary facility prior to the start of Covered Activities. Permittees shall bear any costs associated with the care or treatment of such injured Covered Species. Permittees shall notify CDFW of the injury to the Covered Species immediately unless the incident occurs outside of normal business hours. In that event, CDFW shall be notified no later than the next business day. Notification to CDFW shall be via telephone or e-mail, followed by a written incident report. Notification shall include the date, time, location, and circumstances of the incident and the name of the facility where the animal was taken.   | ITP Condition of Approval - <u>Covered Species Injury</u>                           | Entire Project  | Permittees<br><br>Designated Biologist |                                 |
| 63 | Permittees shall ensure that all herbicide use (mixing, application, and clean-up) is done by a licensed applicator in accordance with all applicable State, federal, and local regulations. Permittees shall only apply herbicide sprays via ground application when wind speed measures less than 3 mph. Permittees shall ensure that great care is taken to avoid herbicide use outside the boundaries of the Project Site and avoid herbicide contact with any native vegetation. Permittees shall ensure that any herbicide used within and adjacent to identified habitat features suitable for the Covered Species contain a dye (registered for aquatic use by the California Department of Pesticide Regulation, if warranted) to prevent overspray. Herbicides shall not be applied during rainfall events and/or within 24-hours of forecasted rain.  | ITP Condition of Approval - <u>Herbicide Use</u>                                    | Entire Project  | Permittees                             |                                 |
| 64 | Permittees shall ensure herbicide mixing sites are only located in areas devoid of vegetation, and where there is no potential of a spill reaching a vegetated area or a stream. Permittees shall ensure that any herbicide used where there is the possibility that the herbicide could come into direct contact with water is approved for use in an aquatic environment.  | ITP Condition of Approval - <u>Avoid Introduction of Herbicides into Waters</u>     | Entire Project  | Permittees                             |                                 |

| POST-CONSTRUCTION |   |   |  |                    |                          |
|-------------------|---|---|--|--------------------|--------------------------|
|                   | Mitigation Measure  | Source  | Implementation Schedule  | Responsible Party  | Status / Date / Initials |
| 65                | Upon completion of Covered Activities, Permittees shall remove from the Work 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 of Approval - <u>Refuse Removal</u>             | Upon completion of Covered Activities  | Permittees         |                          |
| 66                | No later than 45 days after completion of all mitigation measures, Permittees shall provide CDFW with a Final Mitigation Report. The Designated Biologist(s) shall prepare a single Final Mitigation Report which shall include, at a minimum: (1) a summary of all <u>QCRs</u> and <u>ASRs</u> ; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of 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; (8) GIS data files depicting the total extent of permanent disturbance and temporary disturbance (if applicable) associated with the Project, the location and status of restoration areas for temporary disturbance in the Project Site (if applicable), and restoration areas within the White Fox Creek corridor; and (9) any other pertinent information. Permittees shall submit the <u>Final Mitigation Report</u> to CDFW's Regional Office, Regional Representative, and Headquarters CESA Program | ITP Condition of Approval - <u>Final Mitigation Report</u>    | No later than 45 days after completion of all mitigation measures  | Permittees         |                          |
| 67                | The Security (or any portion of the Security then remaining) shall be released to the Permittees after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by: <ul style="list-style-type: none"> <li>• Written documentation of the acquisition of the HM lands;</li> <li>• Copies of all executed and recorded conservation easements;</li> <li>• Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and</li> <li>• Timely submission of all required reports.</li> </ul>  | ITP Condition of Approval – <u>Security; Security Release</u> | After CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied | Permittees<br>CDFW |                          |
| 68                | CDFW accepts the <u>Final Mitigation Report</u> as complete.  |   | Upon completion of Covered Activities  | CDFW               |                          |

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

**Reviewed and submitted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Permittee or Designated Representative

<sup>1</sup> 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.

<sup>2</sup> 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: California Tiger Salamander)**

Project Name #1 (list the information below for all projects (separately) where biologist worked with this species; projects may be listed more than once under each separate species and please only include projects on the resume that demonstrate experience with the Covered Species (or similar species) in the ITP)

Location:

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

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

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

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

Work description:

Estimated Survey Hours:

Estimated Monitoring Hours:

Individuals Observed: # 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 # (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

Burrows Excavated:

**Species Name #2: (Example: Similar or related species to CTS)**

Project Name #1 (list the information below for all projects (separately) where biologist worked with this species; projects may be listed more than once under each separate species and please only include projects on the resume that demonstrate experience with the Covered Species (or similar species) in the ITP)

Location:

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

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

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

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

Work description:

Estimated Survey Hours:

Estimated Monitoring Hours:

Individuals Observed: # of adults and # of juveniles

Individuals Handled: # of adults and # of juveniles

Burrows Excavated:

Include any other relevant experience with the Covered Species (or related species) or implementation of Conditions of Approval in the ITP (for example: species relocation, etc.)

## Attachment 3

## The Declining Amphibian Task Force Fieldwork Code of Practice

A code of practice, prepared by the Declining Amphibian Task Force (DAPTF) to provide guidelines for use by anyone conducting field work at amphibian breeding sites or in other aquatic habitats. Observations of diseased and parasite-infected amphibians are now being frequently reported from sites all over the world. This has given rise to concerns that releasing amphibians following a period of captivity, during which time they can pick up unapparent infections of novel disease agents, may cause an increased risk of mortality in wild populations. Amphibian pathogens and parasites can also be carried in a variety of ways between habitats on the hands, footwear, or equipment of fieldworkers, which can spread them to novel localities containing species which have had little or no prior contact with such pathogens or parasites. Such occurrences may be implicated in some instances where amphibian populations have declined. Therefore, it is vitally important for those involved in amphibian research (and other wetland/pond studies including those on fish, invertebrates and plants) to take steps to minimize the spread of disease and parasites between study sites.

1. Remove mud, snails, algae, and other debris from nets, traps, boots, vehicle tires and all other surfaces. Rinse cleaned items with sterilized (e.g. boiled or treated) water before leaving each study site.
2. Boots, nets, traps, etc., should then be scrubbed with 70% ethanol solution (or sodium hypochlorite 3 to 6%) and rinsed clean with sterilized water between study sites. Avoid cleaning equipment in the immediate vicinity of a pond or wetland.
3. In remote locations, clean all equipment as described above upon return to the lab or "base camp". Elsewhere, when washing machine facilities are available, remove nets from poles and wash with bleach on a "delicates" cycle, contained in a protective mesh laundry bag.
4. When working at sites with known or suspected disease problems, or when sampling populations of rare or isolates species, wear disposable gloves and change them between handling each animal. Dedicate sets of nets, boots, traps, and other equipment to each site being visited. Clean and store them separately and the end of each field day.
5. When amphibians are collected, ensure the separation of animals from different sites and take great care to avoid indirect contact between them (e.g. via handling, reuse of containers) or with other captive animals. Isolation from un-sterilized plants or soils which have been taken from other sites is also essential. Always use disinfected/disposable husbandry equipment.
6. Examine collected amphibians for the presence of diseases and parasites soon after capture. Prior to their release or the release of any progeny, amphibians should be quarantined for a period and thoroughly screened for the presence of any potential disease agents.
7. Used cleaning materials (liquids, etc.) should be disposed of safely and if necessary taken back to the lab for proper disposal. Used disposable gloves should be retained for safe disposal in sealed bags.

**[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 laws of the State of California.
17. This Credit shall, if not canceled, expire on **[expiration date]**, or any extended expiration date.
18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.
19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

**[Name of financial institution]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_

ATTACHMENT A

CERTIFICATE FOR DRAWING

**[CDFW Letterhead]**

**[Date]**

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

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

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in paragraph 12 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 5**  
Incidental Take Permit No. 2081-2014-077-04  
(Amendment No. 2)

Clarksfield Development Project Within Millerton New Town

**1. An Amended ITP Background section has been added as follows:**

On December 18, 2015, the California Department of Fish and Wildlife (CDFW) issued the original ITP No. 2081-2014-077-04 to The Clarkfield Company, Inc. (Permittee) for take of California tiger salamander (*Ambystoma californiense*) associated with the Clarksfield Development Project within Millerton New Town (Project) in Fresno County, California. The Project as described in the original ITP includes a 369.5-acre Project site, a portion of which includes the phased development of a 249.9-acre planned community consisting of 181.6 acres of residential and commercial development with connecting roadways and utility/stormwater infrastructure; a 7-acre cemetery; and 61.3 acres of landscaped and treated wastewater application areas including one stock pond ("northernmost stock pond"). The remaining 119.6 acres of the Project site, comprised of a 44.3-acre corridor along White Fox Creek and 75.3 acres of non-native grassland including one stock pond ("southernmost stock pond"), will be set aside as dedicated open space and protected under conservation easement. The Project will occur in phases over 20 years with the construction of individual phases occurring either sequentially or concurrently as individual tentative tract and parcel maps are approved by Fresno County. To mitigate for the Project impacts, the Permittee will permanently protect and perpetually manage a 531-acre portion of the Point Millerton Ranch (Habitat Management (HM) lands) owned by the Permittee, which has been conceptually approved by CDFW as appropriate for Project mitigation. Permanent protection and funding for perpetual management of all 531 acres was to be completed prior to the start of Covered Activities or within 18 months of the effective date of the ITP if Security was provided.

On September 16, 2022, CDFW issued Minor Amendment No. 1 to add 104 Investments LLC as a jointly liable co-permittee and to specify the principal officer, contact person, and contact information for 104 Investments LLC. In addition, Amendment No. 1 modified Condition of Approval Terms and Conditions (formerly Condition of Approval ITP Time Frame Compliance) to include joint and several liability language. Changes were made throughout the ITP to replace the term "Permittee" with "Permittees"; "Permittee's" with "Permittees"; "the Permittee is" with "the Permittees are"; and "Permittee does" with "Permittees do". The Permittee's original Amendment No. 1 request also included a request to allow for the Project development and impacts to occur in defined phases and allow for the phasing of HM lands and Security requirements to be reflective of and consistent with the phasing of the Project. Following multiple email correspondence and meetings with the Permittee, the Permittee requested that the scope of Minor Amendment No. 1 be limited only to adding 104 Investments LLC as a co-permittee.

In issuing the original ITP and Minor Amendment No. 1, CDFW found, among other things, that the Permittees' compliance with the Conditions of Approval as well as permanent protection and perpetual management of compensatory habitat as required by Fish and Game Code section 2081(b)(2) will fully mitigate impacts to the Covered Species and will not jeopardize the continued existence of the Covered Species.

On March 20, 2025, CDFW received an application and on March 21, 2025, received the corresponding application fee from the Permittees, requesting a major amendment to the ITP. The Permittees requested to modify the Project Description to explicitly allow for the Project to occur in two defined phases (Phase 1 and 2) instead of 'phases', more generally, and to allow the Permittees to provide HM lands, interim management funding, and long-term management funding in two phases. The Permittees proposed to develop 31 acres and conserve 92 acres of HM lands prior to Phase 1 and to develop 219 acres and conserve 439 acres of HM lands prior to Phase 2. The total development footprint and HM lands acreage of 249.9 acres and 531 acres, respectively, remains the same as the original ITP. CDFW finds that this amendment (Major Amendment No. 2) is a Major Amendment, as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(5). Issuance of Major Amendment No. 2 will not increase the amount of impacts to the Covered Species compared to the Project as originally approved (i.e., "impacts of taking" as used in Fish and Game Code Section 2081, subd. (b)(2)) and does not affect CDFW's previous determination that issuance of the ITP meets and is otherwise consistent with the permitting criteria set forth in Fish and Game Code section 2081, subdivisions (b) and (c).

CDFW now reissues this ITP including the revised provisions in Minor Amendment No. 1 and Major Amendment No. 2 (collectively, the Amended ITP). The Amended ITP includes all the operative provisions as the effective date of this Amended ITP. Attachments 3A, 3B, and 5 to the original ITP were removed because those documents became obsolete following updates to CDFW's incidental take permit and HM lands processes since the original ITP was issued. Attachment 2 to this Amended ITP was added and is an optional form that the Permittees may use to implement Condition of Approval Designated Biologist(s)/Designated Monitor(s). Attachment 5 to this Amended ITP shows the specific red-line changes made to the ITP as a result of Major Amendment No. 2. Figures 3 through 6 were added to this Amended ITP to show the two Project phases and proposed HM lands at the 531-acre Point Millerton Ranch Preserve.

## **2. The Effective Date and Expiration Date section has been amended as follows:**

This ITP shall be executed in duplicate original form and shall become effective once a duplicate original is acknowledged by signature of the Permittees on the last page of this ITP and returned to CDFW's Habitat Conservation Planning Branch at the address listed in the Notices section of this ITP. The original ITP's effective date was December 18, 2025. This remains the effective date for the original take authorization. This Amended ITP is effective as of the date signed by CDFW below. Unless renewed by

CDFW, this ITP's authorization to take the Covered Species shall expire on **December 31, 2035**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittees obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittees Final Mitigation Report required by ~~Condition of Approval 7.9~~ of this ITP.

**3. The Project Location section has been amended as follows:**

The 369.5-acre Clarksfield Development Project within Millerton New Town (Project) ~~Site~~ is located within the 1,273--acre Millerton New Town Specific Plan Area, generally south of Millerton Lake and east of the community of Friant, in Fresno County (see Figure 1). More specifically, the Project ~~Site~~, which includes three discontinuous parts within the specific plan area (see Figure 2)), is located south of Millerton Road and east of the Brighton Crest Golf & Country Club and encompasses portions of Sections 10, 15, and 16, Township 11 South, Range 21 East, Mount Diablo Baseline and Meridian; and includes the following Fresno County Assessor Parcel Numbers:

~~County parcels:~~

Phase 1

300-340-~~024~~;79

300-340-~~027~~;80

~~300-340-028~~;

300-350-81

300-350-~~027~~;33 (portion)

Phase 2

300-542-019;

~~300-542-020~~;

~~300-542-021~~;

300-542-022;

300-542-023;

~~300-542-024~~;

300-542-025;

300-542-026;

300-542-027;

~~300-542-028~~;

~~300-542-029~~;

~~300-542-030~~;

~~300-542-031~~;

~~300-542-033~~;

~~300-542-034~~;

300-542-035;

~~300-542-036~~;

~~300-542-037;~~  
~~300-542-038; and~~  
~~300-542-042.~~

The balance of the Millerton New Town Specific Plan Area includes areas which have already been developed (Bonadelle Homes, Inc., Tract 4870 Development Project) or are slated for development by Bonadelle Neighborhoods, Inc., and Granville Homes, Inc. These other areas are not addressed nor included in this ITP.

#### **4. The Project Description section has been amended as follows:**

In general, most of the 369.5-acre Project Sitesite will be developed as a planned community while the balance (~~consisting of riparian corridor along White Fox Creek and non-native grasslands encompassing a man-made stock pond~~) will be set aside as dedicated open space and protected under conservation easement. (see Figure 2). Specifically, the **249.9-acre development envelope** will include 181.6 acres of residential and commercial development with connecting roadways and utility/stormwater infrastructure; a ~~seven~~7-acre cemetery; and 61.3 acres of what will be installed landscaping and treated wastewater application areas encompassing the northernmost of the two man-made stock ponds. The remaining **119.6 acres** includes the 44.3-acre White Fox Creek corridor and 75.3 acres of non-native grasslands encompassing the southernmost of the two man-made stock ponds. The White Fox Creek riparian corridor will be enhanced with restoration plantings and the 75.3 acres of non-native grasslands will be completely avoided ~~and the~~. The entire 119.6 acres will be permanently protected as open space under a conservation easement.

The Project will be developed in two phases over 20 years. Phase 1 will develop 31 acres just south of Millerton Road and Phase 2 will develop 219 acres for a total development footprint of no more than 249.9 acres (see Figures 3 through 5). The phased development will occur sequentially and could proceed concurrently. ~~The exact footprint and acreage of each of the phases will be determined as individual tentative tract and parcel maps are approved by Fresno County, though the overall development footprint will not exceed 249.9 acres.~~ Development of ~~each phase~~Phase 1 and Phase 2 will include construction of all infrastructure, services, facilities, and amenities needed to serve the uses within that phase on a successional phase by phase basis. Accordingly, the entire 249.9-acre Project site will not be prepared for development at the start of the Project. Each Project phase must will be clearly bounded such that all areas within the boundaries will be considered as development and no habitat fragmentation will result that is not part of the specific Project phase.

During development, Project activities will include the operation of heavy equipment to accomplish: construction, [...] and equipment staging associated with Project build-out-of 249.9 acres. [...].

\* \* \*

**5. The Impacts of the Taking on Covered Species section has been amended as follows:**

The Project activities which may result in take of the Covered Species are collectively referred to as the **Covered Activities**, and include the operation of heavy equipment to accomplish construction, [...]. Under this ITP, the Covered Activities will impact no more than 249.9 acres within the development envelope ~~including 247.5. Phase 1 will develop approximately 31 acres which represent suitable of Covered Species upland refugia habitat for. Phase 2 will develop approximately 217 acres of Covered Species upland habitat and 2.4 acres of Covered Species breeding habitat consisting of the Covered Species and a 2 northernmost stock pond. The 2.4-acre stock pond representing potential breeding habitat for~~ has sufficient depth and duration to support Covered Species breeding, however the Covered Species stock pond is perennial and supports invasive species such as bullfrogs and mosquito fish. The areas where authorized take of the Covered Species is expected to occur is the 249.9-acre Project site (hereafter, "Project Site"). The remaining 119.6 acres consist of 75.3 acres of grassland ~~(encompassing a smaller stock pond), southernmost stock pond~~ which will be avoided, protected, and perpetually managed as suitable upland refugia habitat for the Covered Species, and 44.3- acres which are considered lowlands within the White Fox Creek riparian corridor and do not constitute suitable upland or breeding habitat for the Covered Species- (see Figure 2). This ITP does not authorize Covered Activities to occur within the remaining 75.3 acres of grassland and only ~~allows for~~ authorizes take incidental to the enhancement of the 44.3-acre White Fox Creek riparian corridor ~~to be enhanced~~ with restoration plantings.

\* \* \*

The Project is expected to cause the permanent loss of: 247.5 acres of upland refugia habitat for the Covered Species, and a 2.4-acre ~~man-made stock pond~~ stock pond which represents potential breeding habitat for the Covered Species. [...]

The Project will result in permanent habitat loss for the Covered Species including the permanent loss of one potential breeding pond. These impacts on the Covered Species will occur within U.S. Fish and Wildlife Service designated Critical Habitat for the Covered Species. The Project's impact on the Covered Species as a result of permanent habitat loss, indirect impacts to upland and breeding habitat, and incremental effects on the Covered Species (cumulative impact) necessitates permanent protection and perpetual management of compensatory habitat to provide for the conservation of the Covered Species within their range (see Condition of Approval Habitat Management Land Acquisition).

\* \* \*

**6. The Conditions of Approval section has been amended as follows:**

\* \* \*

- 5. Terms and Conditions:** Permittees shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP. ~~All terms and conditions of this ITP, including those set forth in the attached MMRP, shall be binding upon each of the two (2) Permittees. Notwithstanding California Civil Code section 1431 or any other provision of law, each Permittee is jointly and severally liable for providing and maintaining security in accordance with this ITP and for performance of all other terms, conditions, and obligations of this ITP, including but not limited to those set forth in the attached MMRP. Any failure by one or more Permittees to comply with any term, condition, or obligation set forth in this ITP shall be deemed a failure to comply by both of the two Permittees.~~

\* \* \*

- 6.2. Designated Biologist(s) and/or Designated Monitor(s).** Permittees shall submit to CDFW in writing the name, qualifications, business address, and contact information of ~~a biological monitor (proposed~~ Designated Biologist(s) and/or Designated Monitor(s) at least 30 days before starting Covered Activities. ~~using the Biologist Resume Form (Attachment 2) or another format containing the same information.~~ Permittees shall review qualifications before submission and ensure that the Designated Biologist is(s) and Designated Monitor(s) are knowledgeable and experienced in the biology, natural history, and collection and handling of the Covered Species. ~~The Designated Biologist, excavating burrow and crevices to minimize mortality of the Covered Species, and monitoring construction activities following the Conditions of Approval of an ITP for the Covered Species.~~

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 Conditions of Approval, specified by the Permittees or Designated Representative at the time their qualifications are submitted for review. Designated Monitor(s) and their specific activities shall be approved in advance and in writing by CDFW. 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. Permittees shall obtain CDFW approval of the Designated Biologist(s) and Designated Monitor(s) in writing before starting Covered Activities, and shall also obtain approval in advance in writing if the Designated Biologist(s) or Designated Monitor(s) must be changed. ~~The Designated Biologist(s) may be assisted by approved biologists identified as Designated Monitors that may not meet the qualifications to be a Designated Biologist. Designated Monitors and their activities shall be approved in advance and in writing by CDFW.~~

- 6.3. Designated Biologist and/or Designated Monitor Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist(s) and/or Designated Monitor(s) shall have authority to immediately stop any activity that does not comply with this ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittees shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist(s) and/or Designated Monitor(s) in the performance of their duties. If the Designated Biologist(s) and/or Designated Monitor(s) are unable to comply with the ITP, then the Designated Biologist(s) and/or Designated Monitor(s) shall notify the CDFW Regional Representative (detailed in the Notices section below) immediately. Permittees shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist(s)/Designated Monitor(s) that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.
- 6.4. Education Program.** Permittees shall conduct an education program for all persons employed or otherwise working in the Project Site before performing any work. The program shall consist of a presentation prepared by the Designated Biologist that includes the following: (1) a discussion of the biology and general behavior of the Covered Species; (2) information about the distribution and habitat needs of the Covered Species; (3) sensitivity of the Covered Species to human activities; (4) its status pursuant to CESA including legal protection, definition of 'take', recovery efforts, penalties for violations; and (5) Project-specific protective measures described in this ITP. [...].
- 6.5. Construction Monitoring Notebook Documentation.** The Designated Biologist(s) and Designated Monitor(s) shall maintain a construction-monitoring notebook documentation on-site throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittees

shall ensure a copy of the construction-~~monitoring~~ notebook documentation is available for review on-site upon request by CDFW.

- 6.6. Trash Abatement. Permittees shall initiate a trash abatement program before starting Covered Activities and shall continue the program ~~throughfor~~ the construction period duration of Covered Activities. [...].
- 6.7. Dust Control. Permittees shall implement dust control measures during Covered Activities to facilitate visibility [...]. Dust palliatives shall not be used in the Project Site without prior review of the chemical composition and written approval for use by CDFW.
- 6.8. Erosion Control Materials. Permittees shall prohibit use of erosion control materials potentially harmful to Covered Species [...]. This includes photodegradable or biodegradable synthetic netting. Permittees shall use erosion control fabric/mats, blankets, and/or fiber rolls consisting of only natural fibers such as jute, coconut, twine, or other similar fibers.
- 6.9. Delineation of Work Area Boundaries. Before starting Covered Activities at each phase of development, the Permittees shall clearly [...]. Permittees shall maintain all fencing, stakes, and flags in effective condition until the completion of Covered Activities in that Work Area.
- 6.10. Delineation of Habitat. Before starting Covered Activities at each phase of development, the Permittees shall clearly delineate habitat of the Covered Species within the Work Area where Covered Activities are planned to occur in the immediate future for that development phase with posted signs, fencing, stakes, flags, and/or rope or cord visible to Project workers, and place fencing as necessary to minimize the disturbance of Covered Species' habitat. Permittees shall maintain all signs, fencing, stakes, and flags in effective condition until the completion of Covered Activities.
- 6.11. Project Access. Project-related personnel shall access the Project Site using existing routes, or new routes constructed as part of the Project, and shall not cross Covered Species habitat outside of or en route to the Project Site. [...]. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species or Covered Species habitat impacts will occur as a result of the Project modification.
- 6.12. Staging Areas. Permittees shall confine all Project-related parking, materials and equipment storage areas, laydown sites, [...]. Additionally, Permittees shall not use or cross Covered Species habitat outside of the marked Work Area unless provided for as described in Condition of Approval ~~6.10 of this ITP~~ Project Access.

6.13. Hazardous Waste. Permittees shall properly maintain all machinery to prevent spills and leaks. Permittees shall immediately stop and, pursuant to pertinent ~~state~~State and federal statutes and regulations, arrange for repair and clean up [...].

\* \* \*

6.16. Fire Prevention. Permittees shall implement fire prevention measures during Covered Activities including but not limited to: (1) equipping all motorized vehicles with spark arrestors when working in designated State Responsibility Areas; (2) ensuring water-filled backpack pumps, shovels, shields, and fire-resistant mats and/or windscreens are available on site during grinding and welding operations; (3) prohibiting welding operations during "red flag" conditions as determined by the California Department of Forestry and Fire Protection; (4) equipping all fuel trucks with an appropriate fire extinguisher; and (5) ensuring that flammable materials are cleared from parking and storage areas.

7.1. Notification Before Commencement. The Designated Representative shall notify CDFW at least 14 calendar days before [...]. The Designated Representative shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities at each development phase.

7.2. Notification of Non-~~compliance~~Compliance. The Designated Representative shall immediately notify CDFW in writing if he/she determines that the Permittees is~~are~~ not in compliance with any Condition of Approval of this ITP, [...]. The Designated Representative and/or Designated Biologist(s) shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP to CDFW within 24 hours and suggested measures to remedy the situation.

7.3. Compliance Monitoring. The Designated Biologist(s) shall be on-site daily at each Work Area ~~until: the pre-activity clearance surveys (Condition for implementation of Approval 8.1), the salvage and relocation (Condition of Approval 8.4), the exclusion fence installation (Conditions of Approval 8.5~~Pre-Activity Clearance Surveys, Small Mammal Burrow Surveys and Excavation, Covered Species Exclusion Fencing, Covered Species Exclusion Fence Installation, and 8.6), and the on-site daily for initial grading activities are complete and vegetation clearing for that specific Work Area. The Designated Biologist(s) shall conduct compliance inspections to ~~(1)~~:

(1) minimize incidental take of the Covered Species; ~~(2)~~

(2) prevent unlawful take of species; ~~(3)~~

(3) check for compliance with all measures of this ITP; ~~(4)~~

~~(4)~~ check all exclusion zones; and ~~(5)~~

~~(5)~~ ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Site.

In addition to daily compliance inspections required by this Condition of Approval, the Designated Representative and Designated Biologist(s) shall ensure that all other inspections required by this ITP are conducted at the frequencies (i.e., interval, time(s) of day, following specified weather events) required by other specific Conditions of Approval. The Designated Representative or Designated Biologist(s) shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP. ~~The~~After completion of initial grading activities and vegetation clearing and during periods of inactivity, the Designated Biologist(s) shall conduct compliance inspections ~~a minimum of quarterly during periods of inactivity and annually after the construction period is complete once a week.~~

~~7.3. Covered Species Mortality Reduction and Relocation Plan. In advance of any ground-disturbing at the Project Site, the Designated Biologist(s) shall prepare, and submit to CDFW for written approval, a Covered Species Mortality Reduction and Relocation Plan. It shall include, but not be limited to, a description (with maps) of the portion of the Project Site which represents upland habitat; the portion of the Project Site which exists within 0.25 mile of known or potential breeding habitat for the Covered Species; a discussion of the survey, hand excavation, capture, handling, and relocation methods; identification of where the salvaged individuals will be relocated to; and identification of a wildlife rehabilitation center or veterinary facility where injured individuals of the Covered Species will be taken. The Covered Species Mortality Reduction and Relocation Plan must indicate that only the approved Designated Biologist(s) is/are authorized to capture and handle individuals of the Covered Species.~~

\* \* \*

7.5. Quarterly Compliance Report. Permittees shall provide CDFW with Quarterly Compliance Reports (QCR) no more than 10 days after the end of each quarter. The Designated Representative or Designated Biologist(s) shall compile the observation and inspection records identified in Condition of Approval ~~7.3 Compliance Monitoring~~ into a single 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 QCRs shall also include: (1) an accounting of the number of acres that have been permanently disturbed within the Project Site, both for the ~~prior~~ quarter, and a total since ITP issuance ~~and, if applicable; (2) estimate of~~

the ~~expected~~ number of acres of habitat disturbance anticipated to be disturbed occur in the successive quarter; (3) a summary of all ~~pre-activity surveys~~ Pre-Activity Clearance Surveys and compliance monitoring conducted during the quarter; and (4) the number of building pads, utility installations, pipelines, roads, and other ground-disturbing activities authorized under the Covered Activities within the Project Site which occurred during the ~~previous~~ quarter. Quarterly Compliance Reports shall be submitted to ~~the CDFW offices listed in the Notices section of this ITP~~ CDFW's Regional Office, Regional Representative, and via e-mail to CDFW's Regional Representative-Headquarters CESA Program. At the time of this ITP's approval, the ~~CDFW~~ CDFW's Regional Representative Office e-mail is Steven Hulbert (Steven.Hulbert@wildlife.ca.gov), R4CESA@wildlife.ca.gov with a copy to CDFW's Regional Representative Shaelyn Latronica (Shaelyn.Latronica@wildlife.ca.gov) and Headquarters CESA Program (CESA@wildlife.ca.gov). [...].

- 7.6. Annual Status Report. Permittees 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~~ QCRs for that year ~~identified in Condition of Approval 7.6~~; (2) a general description of the status of the Project and Covered Activities, including actual or projected completion dates, if known; [...]; (9) a summary of all ~~pre-activity surveys~~ Pre-Activity Clearance Surveys conducted and the annual and cumulative number of building pads, utilities installations, pipelines, roads, and other Covered Activities which occurred during the reporting year; and (10) information about other Project impacts on the Covered Species. Permittees shall submit ASRs to CDFW's Regional Office, Regional Representative, and Headquarters CESA Program.
- 7.7. CNDDDB Observations. [...] copies of the submitted forms with the next ~~Quarterly Compliance Report~~ QCR or ASR, whichever is submitted first relative to the observation.
- 7.8. Final Mitigation Report. No later than 45 days after completion of all mitigation measures, Permittees shall provide CDFW with a Final Mitigation Report. The Designated Biologist(s) shall prepare a single Final Mitigation Report which shall include, at a minimum: (1) a summary of all ~~Quarterly Compliance Reports and~~ QCRs and ASRs; [...]; (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.~~ 8) GIS data files depicting the total extent of permanent disturbance and temporary disturbance (if applicable) associated with the Project, the location and status of restoration areas for temporary disturbance in the Project Site (if applicable), and restoration areas within the White Fox Creek corridor; and

(9) any other pertinent information. Permittees shall submit the Final Mitigation Report to CDFW's Regional Office, Regional Representative, and Headquarters CESA Program.

- 7.9.** Notification of Take or Injury. [...]. The Designated Biologist(s) or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (559) 243-4005, and by email to CDFW's Regional Office (R4CESA@wildlife.ca.gov) and CDFW Representative (Shaelyn.Latronica@wildlife.ca.gov). The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured, name of the CDFW-approved facility where the animal was taken, and this ITP Number. [...].

\* \* \*

- 8.1.** California Tiger Salamander (CTS) Mortality Reduction and Relocation Plan. Permittees shall prepare a CTS Mortality Reduction and Relocation Plan and submit it to CDFW for approval before starting Covered Activities. The CTS Mortality Reduction and Relocation Plan shall include, but not be limited to the following: (1) discussion and map of locations within the Project Site which represents upland habitat for the Covered Species; (2) discussion and map of locations within the Project Site within 0.25 mile of known or potential aquatic breeding habitat for the Covered Species; (3) detailed survey, hand excavation, capture, handling, and relocation methods; (4) cover board check frequencies or removal based on seasonality and environmental conditions to ensure any cover boards that remain in use during the dry season (or dry periods) don't lead to Covered Species desiccation risk; (5) identification of where salvaged individuals will be relocated and a discussion of the biological suitability of proposed relocation site(s); and (6) identification of a wildlife rehabilitation center or veterinary facility capable of and willing to treat injured individuals of the Covered Species. The CTS Mortality and Reduction and Relocation Plan must specify that (1) only approved Designated Biologist(s) are authorized to capture and handle the Covered Species and (2) approved Designated Monitor(s) are prohibited from capturing and handling the Covered Species unless specifically approved in writing by CDFW and under the direct supervision of the Designated Biologist(s). Covered Activities may not proceed until a CTS Mortality Reduction and Relocation Plan is approved in writing by CDFW. Once the CTS Covered Species Mortality Reduction and Relocation Plan is approved, it shall be used for the duration of this ITP. Any proposed changes shall be submitted in writing to CDFW and approved by CDFW in writing prior to implementation of any proposed CTS Covered Species Mortality Reduction and Relocation Plan modifications.
- 8.2.** CTS Exclusion Fencing Plan. If Covered Activities will be initiated, conducted during, or extend into the Covered Species breeding season (December through

May) in any Work Area, Permittees shall prepare a CTS Exclusion Fencing Plan and submit it to CDFW for review and written approval a minimum of 30 days prior to starting Covered Activities, implementing Conditions of Approval (see additional details below), and installing exclusion fencing. The CTS Exclusion Fencing Plan shall include, but not be limited to, the following details: (1) area(s) to be fenced (including maps); (2) fence materials; (3) fence design (e.g., height), layout (including maps), and installation methods; (4) cover boards along both sides of the fence to provide refuge areas for Covered Species (include number of cover boards/spacing, material of cover boards, and size of individual cover boards); (5) access gate design(s) and locations, if applicable; (6) specification of the maximum continuous linear length of fencing to be installed at any given time; and (7) inspection, maintenance, repair, and replacement methods and intervals. Permittees shall have a CDFW-approved CTS Exclusion Fencing Plan before implementing Conditions of Approval Pre-Activity Clearance Surveys, Flag Burrows/Crevices, Small Mammal Burrow and Crevice Excavation, and Covered Species Exclusion Fence Installation, below.

- 8.3. Pre-Activity Clearance Surveys.** No more than 14 days prior to any vegetation- or ground-disturbing activities at each Work Area, the Designated Biologist shall survey that part of the Work Area which represents potential habitat for the Covered Species (upland refugia outside the White Fox Creek riparian corridor~~).~~ and a 50-foot buffer zone around each Work Area if access allows. These surveys shall provide 100 percent visual coverage of the potential habitat (including burrow openings and crevices) in each Work Area and a 50-foot buffer zone around each Work Area. If individuals of the Covered Species are found, the Designated Biologist(s) shall relocate them from the Work Area in accordance with the CDFW-approved Covered Species CTS Mortality Reduction and Relocation Plan ~~(Condition. Designated Monitor(s) are prohibited from capturing and handling the Covered Species unless specifically approved in writing by CDFW and under the direct supervision of Approval 7.4the Designated Biologist(s)).~~ The Permittees shall provide the survey results to CDFW in a written report prior to the beginning of Covered Activities within Work Areas. Thereafter, the Designated Biologist(s) shall survey each Work Area for the Covered Species at the beginning of each workday prior to starting Covered Activities during initial grading and vegetation clearing.
- 8.4. Delineation of Ingress and Egress Routes.** ~~All~~ Prior to any vegetation- or ground-disturbing activities at each Work Area, Permittees shall flag all access roads within the active Work Area ~~shall be flagged~~ and limit vehicle operation ~~shall be limited by the Permittees~~ to these designated ingress and egress routes.
- 8.5. Flag Burrows/Crevices.** Prior to any vegetation- or ground-disturbing activities at each Work Area, the Designated Biologist shall flag all potential small mammal burrows and crevices identified during the Pre-Activity Clearance Survey ~~(Condition of Approval 8.1)~~ to alert work crews to their presence. [...].

- 8.6. Small Mammal Burrow Surveys and Crevice Excavation.** Prior to any vegetation- or ground-disturbing activities at each Work Area, those small mammal burrows and crevices identified during the Pre-Activity Clearance ~~(Survey and flagged per Condition of Approval 8.1) and flagged (Condition of Approval 8.3)~~ Flag Burrows within 0.25 mile of known or potential Covered Species aquatic breeding habitat as identified in ~~a Covered Species~~ the CDFW-approved CTS Mortality Reduction and Relocation Plan ~~(Condition of Approval 7.4),~~ and which cannot be fully avoided by at least 50 feet, shall be fully excavated under the direct supervision of the Designated Biologist(s). This excavation requirement applies regardless if the burrow is located within the Work Area or within 50 feet of the Work Area. ~~except for when a burrows/crevice is located in areas outside of the Permittees' access and/or control.~~ Excavation shall occur no more than 14 days after the completion of Conditions of Approval Pre-Activity Clearance Surveys and Flag Burrows/Crevices. The Designated Biologist(s) shall relocate any live Covered Species discovered during burrow excavation in accordance with the ~~Covered Species~~ CDFW-approved CTS Mortality Reduction and Relocation Plan. ~~Excavation shall occur no more than 14 days after~~ Designated Monitor(s) are prohibited from capturing and handling the completion Covered Species unless specifically approved in writing by CDFW and under the direct supervision of the Pre-Activity Clearance Surveys as described in Condition of Approval 8.1 above. Designated Biologist(s).
- 8.7. Covered Species Exclusion Fence Installation.** After surveying, flagging, and excavating small mammal burrows and crevices in accordance with Conditions of Approval Pre-Activity Clearance Surveys, Flag Burrows/Crevices, and Small Mammal Burrow and Crevice Excavation, and after CDFW has approved in writing the exclusion fencing plan in accordance with Condition of Approval CTS Exclusion Fencing. ~~If Plan,~~ Permittees shall install exclusion fencing around the perimeter of the Work Area to prevent Covered Species from migrating into the cleared Work Area if Covered Activities are will be initiated, conducted during, or extend into the Covered Species breeding season (December through May) in any Work Area. ~~exclusion fencing shall be installed to prevent breeding adults from moving into the active Work Area(s).~~ Covered Species exclusion fencing shall be installed around the perimeter of the cleared Work Area. Fencing material and design shall be reviewed and approved in writing by CDFW before exclusion fencing installation. The exclusion fence shall be installed **no later than 48 hours** after all small mammal burrows/crevices inside the Work Area are excavated under the direct supervision of the Designated Biologist(s) in accordance with Condition of Approval ~~8.4 above~~ Small Mammal Burrow and Crevice Excavation to prevent entrapment of Covered Species within the active Work Area. ~~The~~ The Designated Biologist(s) shall accompany the exclusion fence construction crew to ensure that Covered Species are not killed or injured during exclusion fence installation. Permittees shall also avoid small mammal burrows to the maximum extent possible during the installation of the exclusion

fencing. When small mammal burrows cannot be avoided by a 50-foot no-disturbance buffer from the exclusion fence line, they shall be excavated as described in Condition of Approval ~~8.4 above~~ Small Mammal Burrow and Crevice Excavation prior to commencing exclusion fence installation.

~~Covered Species Exclusion Fence Installation. The Designated Biologist(s) shall accompany the exclusion fence construction crew to ensure that Covered Species are not killed or injured during fence installation. The exclusion fence shall be supported sufficiently to maintain its integrity~~ the fence in effective condition under all conditions such as wind and heavy rain for the duration of the Covered Activities in the Work Area being fenced. ~~Permittees shall check the exclusion fence at least once weekly and maintain/repair the fence when necessary. Exclusion fence shall be removed immediately upon completion of Covered Activities in each fenced Work Area.~~

**8.8. Exclusion Fence Inspection and Repair.** Permittees and/or Designated Biologist(s) shall check the exclusion fence and refuge areas (e.g. cover boards) daily when Covered Activities occur at the beginning of each workday, daily following rain events both when Covered Activities are occurring and during periods of inactivity, a minimum of once a week during periods of inactivity during the wet season, and frequencies in accordance with the CDFW-approved CTS Mortality Reduction and Relocation Plan for exclusion fence and refuge checks during the dry season. If Covered Species are found within the interior fence or refuge areas, the Designated Biologist(s) shall relocate them in accordance with the CDFW-approved CTS Mortality Reduction and Relocation Plan. Permittees shall maintain/repair the exclusion fence when necessary. Exclusion fencing shall be removed immediately upon completion of Covered Activities in each fenced Work Area.

**8.9. Covered Species Observations.** [...] the Designated Biologist(s) can relocate the Covered Species following the CDFW-approved Covered Species Mortality Reduction and Relocation Plan ~~specified in Condition of Approval 7.4 above.~~

**8.10. Covered Species Record of Handling.** ~~All~~ The Designated Biologist(s) shall maintain a record of all CTS handled and relocated. All records of Covered Species captures, relocations, and observations by the Designated Biologist(s) shall include the following documented information: (1) the date, time, and location of each occurrence using Global Positioning System (GPS) technology; coordinates and maps of capture and/or observation as well as release, if applicable; (2) the name of the party that actually identified the Covered Species; (3) circumstances of the incident; the general condition and health of each individual; noting all visible conditions including gait and behavior, ectoparasites, injuries, etc.; (5) any diagnostic markings, sex, age (juvenile or adult); (6) actions undertaken; and (7) habitat description; and (8) ambient temperature when handled, released, and/or observed. Permittees shall also submit this information to ~~the~~ CDFW's CNDDDB as per Condition of Approval

~~7.8. CNDDDB Observations.~~ This information ~~should~~shall also be included in the ~~Quarterly Compliance and Annual Status Reports~~required QCRs and ASRs.

- 8.11. Covered Species Injury.** If a Covered Species is injured as a result of Project-related activities, the Designated Biologist(s) shall immediately take it to the CDFW-approved wildlife rehabilitation or veterinary facility per the CDFW-approved CTS Mortality Reduction and Relocation Plan. Permittees shall bear any costs associated with the care or treatment of such injured Covered Species. The Designated Biologist(s) or Designated Representative shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report required by Condition of Approval Notification of Take or Injury.
- 8.12. Rain Forecast.** The Designated Biologist(s) and Permittees shall monitor the National Weather Service 72-hour forecast for the Project Site. If a ~~70~~50 percent or greater chance of rainfall is predicted within 72 hours, Permittees shall cease all Covered Activities in all Work Areas where initial ground disturbance (vegetation removal, grading, excavation, etc.) has yet to finish ~~until a zero percent chance of rain is forecast.~~ Work may continue 24 hours after the rain ceases and there is a zero percent chance of precipitation in the 72-hour forecast. Covered Activities may ~~continue~~be performed during rainfall events within Work Areas that have been cleared of Covered Species and enclosed with Covered Species exclusion fencing, ~~that is in effective condition and being properly maintained~~ in accordance with Conditions of Approval ~~8.5 and 8.6 above~~Covered Species Exclusion Fence Installation and Exclusion Fence Inspection and Repair.
- 8.13. Night Work.** Permittees shall strictly prohibit any ~~work~~Covered Activities from occurring between sunset and sunrise (i.e., night work) when a ~~70~~50 percent or greater chance of rainfall is predicted within ~~72~~the 72-hour forecast. Night work may occur 24 hours of Covered Activities until after the rain ceases and there is a zero percent chance of rain is precipitation in the 72-hour forecast. Covered Activities may ~~occur~~be performed between sunset and sunrise during rainfall events within Work Areas that have been cleared of Covered Species and enclosed with Covered Species exclusion fencing, ~~that is in effective condition and being properly maintained~~ in accordance with Conditions of Approval ~~8.5 and 8.6 above~~Covered Species Exclusion Fence Installation and Exclusion Fence Inspection and Repair.
- 8.14. Soil Stockpiles.** Permittees shall ensure that soil stockpiles are placed where soil will not pass into known or potential Covered Species breeding ponds at or near the Project Site, or into any other “Waters of the State,” ~~in accordance with Fish and Game Code 5650.~~ Permittees shall ~~appropriately~~ protect stockpiles to prevent soil erosion. Permittees shall not place materials outside of the Project Site.

\* \* \*

- 8.16.** Fieldwork Code of Practice. [...] Declining Amphibian Populations Task Force Fieldwork Code of Practice (see Attachment 23) shall be followed at all times. The Designated Biologist(s) or Designated Monitor(s) may substitute [...].
- 8.17.** Open Excavations. ~~Worker~~The Designated Biologist(s) and Project worker(s) shall inspect all open holes, sumps, and trenches within each active Work Area at the beginning, middle, and end of each day ~~(including weekends and any other non-work days)~~ for trapped Covered Species. ~~If any Project worker discovers that Covered Species have become trapped, Project workers shall cease all Covered Activities in the vicinity which could cause further entrapment, or injure or kill the Covered Species, and notify the Designated Biologist(s) immediately. Project workers and the Designated Biologist(s) shall allow Covered Species to escape unimpeded if possible before Covered Activities are allowed to continue, or the Designated Biologist(s) shall capture and relocate the Covered Species as per the CDFW-approved Covered Species Mortality Reduction and Relocation Plan. The Designated Biologist(s) and worker(s) shall thoroughly inspect all trenches, holes, sumps, or other excavations for Covered Species (or other wildlife) immediately before they are back-filled.~~
- 8.18.** Covers and Ramps. Permittees shall ensure that all open holes, sumps, trenches, and other excavations are covered or escape ramps are provided 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 have an escape ramp. At the end of earth or a non-slip material with a less than 1:1 (45-degree) slope, and the~~the workday after thorough inspection, worker(s) 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, g., plywood or other hard material)~~ at the close of each working day 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 back-filled. If any worker discovers that Covered Species have become trapped, Permittees shall cease all Covered Activities in the vicinity and notify the Designated Biologist(s) immediately. Project workers and the Designated Biologist(s) shall allow Covered Species to escape unimpeded if possible before Covered Activities are allowed to continue, or the Designated Biologist(s) shall capture and relocate the Covered Species as per the Covered Species Mortality Reduction and Relocation Plan required in Condition of Approval 7.4 above. Permittee shall not leave any holes, sumps, trenches, and other excavations open overnight or during periods of inactivity.~~

If any open holes, sumps, trenches, and other excavations cannot be covered, Permittees, in consultation with Designated Biologist(s) shall provide at least one escape ramp constructed of earthen fill or a non-slip wooden plank with a less than 1:1 (45 degree) slope for each open hole, sump, trench, or other excavation. Permittees and/or Designated Biologist(s) shall inspect ramped holes, sumps, trenches, and other excavations daily when Covered Activities occur at the beginning of each workday, daily following rain events both when Covered Activities are occurring and during periods of inactivity, and a minimum of once a week during periods of inactivity during the wet season for any Covered Species that may be trapped and to ensure that covers and ramps are in effective condition, secured, and with no gaps.

- 8.19.** Vehicle and Equipment Inspection. ~~Workers~~Project workers shall inspect for Covered Species under vehicles and equipment before the vehicles and equipment are moved. If a Covered Species is present, the worker shall notify the Designated Biologist. Project workers and ~~wait for the~~the Designated Biologist(s) shall allow Covered Species to move unimpeded to a safe location, if possible, before Covered Activities are allowed to continue. Alternatively, especially if the animal is inside the fenced Work Area, the Designated Biologist(s) shall move the Covered Species out of harm's way outside of the Project Site and in compliance with the CDFW-approved Covered Species Mortality Reduction and Relocation Plan ~~required in Condition of Approval 7.4.~~
- 8.20.** ~~Materials Inspection.~~Pipes and Other Structures Entrapment Prevention. Permittees shall ensure that all pipes, hoses, conduit, culverts, or similar materials stockpiled or installed in the Project Site be capped or otherwise enclosed at the ends to prevent entry by Covered Species. Project 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 overnight periods for the Covered Species before the object is subsequently moved, buried, or capped. If during inspection, an individual of the Covered Species is discovered inside a pipe, culvert, or similar structure, the Project worker shall immediately cease all Covered Activities in the vicinity which could injure or kill the Covered Species and notify the Designated Biologist(s). Covered Species shall be allowed to escape unimpeded to a safe location, if possible, before Covered Activities are allowed to continue. Alternatively, the Designated Biologist shall move the Covered Species out of harm's way outside of the Project Site and in compliance with the CDFW-approved Covered Species Mortality Reduction and Relocation Plan ~~required in Condition of Approval 7.4.~~
- 8.21.** Covered Species Injury. If a Covered Species is injured as a result of Covered Activities, the Designated Biologist(s) shall immediately take it to a CDFW-approved wildlife rehabilitation or veterinary facility ~~that routinely evaluates capable of~~ and ~~treats amphibians willing to treat injured individuals of the Covered Species.~~ As required in Condition of Approval 7.4 Covered Species

Mortality Reduction and Relocation Plan, Permittees shall identify the wildlife rehabilitation or veterinary facility prior to the start of Covered Activities. [...].

- 8.22. Herbicide Use.** Permittees shall ensure that all herbicide use (mixing, application, and clean-up) is done by a licensed applicator in accordance with all applicable ~~state~~State, federal, and local regulations. Permittees shall only apply herbicide sprays via ground application when wind speed measures less than 3 mph. Permittees shall ensure that great care is taken to avoid herbicide use outside the boundaries of the Project Site and avoid herbicide contact with any native vegetation ~~and all~~. Permittees shall ensure that any herbicide ~~sprays utilized~~used within and adjacent to identified habitat features suitable for the Covered Species contain a dye (registered for aquatic use by the California Department of Pesticide Regulation, if warranted) to prevent overspray. Herbicides shall not be applied during rainfall events and/or within 24-hours of forecasted rain.

\* \* \*

- 8.24. HM Lands.** Prior to initiating Covered Activities, Permittees shall: protect from trespass (install fencing and signage); preserve (under conservation easement); and fund the perpetual management of the HM lands being set aside to mitigate the Project-related impacts to the Covered Species, pursuant to Condition of Approval ~~9,~~Habitat Management Land Acquisition below.

**7. The Habitat Management Land Acquisition section has been amended as follows:**

[...] To meet this requirement, the Permittees shall provide for both the permanent protection and management of 531 acres of Habitat Management (HM) lands pursuant to Condition of Approval ~~9-2~~Habitat Management Lands Acquisition and Protection below, and the calculation and deposit of the management funds pursuant to Condition of Approval ~~9-3~~Endowment Fund below, on a portion of what is commonly known as Point Millerton Ranch Preserve. ~~(see Figure 6)~~. Point Millerton Ranch Preserve located in Madera County encompasses 796 acres and has been acquired by the Permittees. [...]. To maximize the conservation values, the Permittees and Bondelle Homes, Inc., seek to manage the ~~Habitat Management (HM)~~HM lands for the Project and the Tract 4870 Development Project in an integrated and consistent manner by merging the management plans and endowments for these two separate permit obligations. [...].

CDFW has conceptually agreed to the appropriateness of the additional 531 acres of the Point Millerton Ranch Preserve as they appear to: be comprised of high-quality grassland refugia surrounding known Covered Species breeding habitat; and represent superior functional quality habitat relative to the habitat being permanently impacted by the Project (grassland with potential habitat impacts). Permanent protection and funding for perpetual management of ~~this~~ 531 acres of Point Millerton

Ranch Preserve will be completed in two phases before starting Covered Activities coincident to Phase 1 and Phase 2 (see *Phasing of Mitigation* below) or within 18 months of the effective date of ~~this ITP~~ CDFW receiving the Security for that phase if Permittees elect to provide Security ~~is provided~~ pursuant to Condition of Approval ~~40~~ Security below, for all uncompleted obligations ~~–~~ prior to starting Covered Activities coincident to Phase 1 and Phase 2. At no time may Phase 1 or Phase 2 begin until one of the following have been satisfied: (1) the permanent protection and funding for perpetual management of the HM lands for the development phase is complete or (2) Security is provided to CDFW.

#### Cost Estimates. The Phasing of Mitigation

~~Permittees owns the HM lands, which shall be protected from trespass (fenced) and placed under provide for both the permanent conservation easement prior to initiating protection and management of 531 acres of HM lands at the Point Millerton Ranch Preserve. Permittees shall provide HM lands in two phases before starting Covered Activities coincident to Phase 1 and Phase 2 pursuant to Condition of Approval Habitat Management Lands Acquisition and Protection and the calculation and deposit of the management funds pursuant to Condition of Approval Endowment Fund as follows:~~

- Before starting Covered Activities coincident to Phase 1, Permittees shall provide for the permanent protection and management of a minimum of **97 acres** of HM lands for the Covered Species, which includes a 5 percent contingency acreage<sup>6</sup>.

#### AND

- Before starting Covered Activities coincident to Phase 2, Permittees shall provide for the permanent protection and management of a minimum of **434 acres** of HM lands for the Covered Species, or the remainder of the proposed 531-acre Point Millerton Ranch Preserve.

Permittees must provide for the permanent protection and management of a minimum of **97 acres** of HM lands before starting Covered Activities coincident to Phase 1 and a minimum of **434 acres** of HM lands or the remainder of the proposed 531-acre Point Millerton Ranch Preserve before starting Covered Activities coincident to Phase 2 or within 18 months of CDFW receiving the Security for that phase if Permittees provide Security pursuant to Condition of Approval Security below for all uncompleted obligations prior to starting Covered Activities coincident to Phase 1 and Phase 2. If the Permittees elect to provide Security, Permittees shall provide the Minimum Security amount listed in Table 1 below based on 2025 cost

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<sup>6</sup> Phasing of mitigation requires the Permittees to acquire and permanently preserve additional HM lands in an amount equal to 5 percent of the amount required for that phase. For example, if a development phase would require 100 acres to fully mitigate its impacts if mitigation were not phased, the phased HM lands requirement would be to acquire a minimum of 105 acres (100 x 1.05) prior to ground disturbance.

estimates. Because the Project will be phased, beginning January 1, 2026, the Minimum Security amount shall be adjusted and increased annually based on the most recent Gross Domestic Product Price Deflator (GDPPD), as published by the United States Bureau of Economic Analysis, until the time of Security posting as approved by CDFW in accordance with Conditions of Approval Calculate the Endowment Funds Deposit and Security. Permittees shall obtain CDFW approval of the adjusted and increased Minimum Security amount before providing Security.

**Table 1. Security funding schedule.**

| <u>Project Development Phase</u> | <u>Acreage of Impact<sup>1</sup></u> | <u>Minimum HM lands Preservation Acreage</u> | <u>Minimum Security<sup>3</sup></u> |
|----------------------------------|--------------------------------------|--|-------------------------------------|
| <u>Phase 1</u>                   | <u>31 acres</u>                      | <u>97 acres<sup>2</sup></u>                  | <u>\$2,675,959<sup>4</sup></u>      |
| <u>Phase 2</u>                   | <u>219 acres</u>                     | <u>434 acres</u>                             | <u>\$10,645,762</u>                 |
| <u>Total</u>                     | <u>250 acres</u>                     | <u>531 acres</u>                             | <u>\$13,321,721</u>                 |

<sup>1</sup>The total acreage to be developed/impacted during each phase shall not impact a greater amount of acreage than summarized in Table 1, for a maximum cumulative Project impact of 250 acres.

<sup>2</sup>Total includes a 5 percent contingency acreage.

<sup>3</sup>Minimum Security amount is pro-rated based on estimated cost per acre of Security for 531 acres of HM lands including land acquisition, start-up, interim, and long-term management costs as identified in Condition of Approval Cost Estimates. Minimum Security estimate is based on 2025 cost estimates. Beginning January 1, 2026, the Minimum Security amount shall be adjusted and increased annually to an amount approved by CDFW before Permittees provide Security.

<sup>4</sup>Phase 1 includes a one-time account set up fee, transaction fee, and costs for CDFW to engage an outside contractor identified in Condition of Approval Cost Estimates.

**9.1. Cost Estimates.** For the purposes of determining the Minimum Security amount for uncompleted obligations, CDFW has estimated the cost of the sufficient for CDFW or its contractors to complete acquisition, protection, and perpetual management of the HM lands, including those costs associated with transaction fees, an interim management period, and long-term management in perpetuity: 531 acres of HM lands. These amounts are based on 2025 cost estimates. Beginning January 1, 2026, the costs below (i.e., Minimum Security amount) shall be adjusted and increased annually for each development phase based on the most recent GDPPD until the time of Security posting as approved by CDFW in accordance with Conditions of Approval Calculate the Endowment Funds Deposit and Security.

**9.1.1. Land acquisition costs for HM lands identified in Condition of Approval Habitat Management Lands Acquisition and Protection below, estimated in 2025 dollars at \$14,900/acre for 531 acres: \$7,911,900;**

9.1.2. All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in Conditions of Approval Fee Title and Conservation Easement below, estimated in 2025 dollars: **\$250,000**;

9.1.3. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval Start-up Activities below, estimated in 2025 dollars, at **\$444,101** for 531 acres;

9.1.1.9.1.4. Interim management period funding as described in Condition of Approval ~~9.2.5~~Interim Management (Initial and Capital) below, estimated in 2025 dollars, at **\$287,954.04**739/acre for a total of **\$392,549**;

9.1.2.9.1.5. Long-term management funding as described in Condition of Approval ~~9.3~~Endowment Fund below, estimated in 2025 dollars at **\$3,957.868,033**/acre for 531 acres: **\$2,101,622.664,264,571**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.

9.1.3.9.1.6. Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other ~~state~~State agency reviews, and overhead related to transfer of HM lands to CDFW, as described in Condition of Approval Reimburse CDFW estimated at ~~\$12~~in 2025 dollars: **\$15,000**.

9.1.7. All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to acquisition, protection, and perpetual funding and management of the HM lands and restoration of temporarily disturbed habitat. These costs include but are not limited to the cost of issuing a request for proposals, transaction costs, contract administration costs, and costs associated with monitoring the contractor's work estimated in 2025 dollars: **\$43,600**.

**9.2. Habitat Management Lands Acquisition and Protection.** To provide for the perpetual protection and management of the HM lands, the Permittees shall:

9.2.1. Fee Title. Transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special

district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.

9.2.1-9.2.2. Conservation Easement. If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for the conservation easement over the HM lands ~~and will or shall,~~ in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittees shall obtain CDFW written approval of ~~the any~~ conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended, and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e);. Because the “doctrine of merger” could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement.

9.2.2-9.2.3. HM Lands Approval. Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting ~~a formal Proposed Lands for Acquisition Form (see Attachment 3A),~~ at least three months before acquisition and/or transfer of the HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project’s impacts on Covered Species;.

9.2.3-9.2.4. HM Lands Documentation. Provide a recent preliminary title report, ~~initial hazardous materials survey report~~ Phase I Environmental Site Assessment, and other necessary documents (~~see Attachment 3B~~ please contact CDFW for document list). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services;.

9.2.4-9.2.5. Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party.

Documents related to land management shall identify both the interim and long-term land managers. Permittees shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.

9.2.6. Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see optional management plan template at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736>); the management plan should recognize anticipated phasing of the acquisition, protection, and perpetual management of HM lands, provide interim management objectives and tasks (including monitoring), and provide long term management objectives and tasks (including monitoring) for each projected mitigation phase, in which no mitigation phase's management relies on aspects of management of future phases; (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing of each mitigation phase; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable, of each mitigation phase; and (7) installing signage for each mitigation phase.

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

Permittees shall either (1) provide a ~~security~~Security to CDFW for

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

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

After the interim management period, Permittees shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment. For this ITP, which anticipates that the Endowment will be funded in phases, the interim management period for each mitigation phase is three years after deposit of that phase's funds; and funds will be available for long-term management and monitoring for each mitigation phase three years after that phase's funds were deposited.

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

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

Within thirty days of CDFW's receipt of Permittees written proposal, CDFW shall inform Permittees in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(4~~3~~) and, if so, shall provide Permittees with a written explanation of the reasons for its determination. If CDFW does not provide Permittees with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(4~~);:3~~).

Once an Endowment Manager has been identified, the endowment amount has been calculated per Condition of Approval Calculate the Endowment Funds Deposit, and funds deposited per Condition of Approval Transfer Long-term Endowment Funds for the first mitigation phase, changes in the Endowment Manager for subsequent mitigation phases shall be allowed only with a revised endowment fund amount approved in writing by CDFW, calculated per Condition of Approval Calculate the Endowment Funds Deposit.

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

A separate endowment assessment shall be prepared for the HM lands approved by CDFW per Condition of Approval Fee Title for

each mitigation phase. The cost estimates in the endowment assessment are based on evaluations at the time the analysis is completed. In order to take into consideration the time lapse and inflationary influences between development of the endowment assessment and the subsequent deposit of the endowment funds for each mitigation phase, the endowment costs for each mitigation phase shall be adjusted annually based on the most recent GDPPD. Permittees shall submit to CDFW for review and approval the results of each endowment assessment before transferring funds to the Endowment Manager.

~~9.3.1.1.~~9.3.2.1. Capitalization Rate and Fees. Permittees shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the PAR~~endowment assessment~~ and adjust for any additional administrative, periodic, or annual fees.

~~9.3.1.2.~~9.3.2.2. Endowment Buffers/Assumptions. Permittees shall include in PAR~~the endowment assessment~~ assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:

~~9.3.1.2.1.~~9.3.2.2.1. 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.

~~9.3.1.2.2.~~9.3.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding- for each mitigation phase.

~~9.3.1.2.3.~~9.3.2.2.3. Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.

9.3.2.2.4. Apportioning Costs Between Phases. The endowment assessment shall identify costs for each mitigation phase, and not simply pro-rate

costs by acre. Certain costs may need to be allocated to the first mitigation phase, such as equipment purchasing/leasing, or to specific properties according to features of the property. The endowment assessment for each mitigation phase shall be estimated such that stand-alone management, monitoring and reporting may occur.

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

**9.3.2-9.3.4. Management of the Endowment.** The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

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

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

**9.4. Reimburse CDFW.** Permittees shall reimburse CDFW for all reasonable expenses incurred by CDFW ~~such as~~ related to issuance and monitoring of this ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, title and documentation review and related title

transactions, ~~expenses~~costs incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.

**10. The Security section has been amended as follows:**

The Permittees may proceed with Covered Activities coincident to Phase 1 and Phase 2 only after the Permittees have ensured funding (Security) to complete any activity required by Condition of Approval ~~9~~Habitat Management Land Acquisition that has not been completed before Covered Activities begin. Permittees shall provide Security as follows:

**10.1. Security Amount.** ~~The Security shall be in the amount of \$2,401,576.70. This amount is based on the cost estimates identified in Condition of Approval 9.1 above.~~ The total Security for the Project as a whole (531 acres of HM lands) shall be in the amount of \$13,321,721 in 2025 dollars. Because the Project is phased, Permittees may deposit separate Security before Covered Activities begin coincident with each development phase. The Minimum Security shall be in the amount of \$2,675,959 prior to starting Phase 1 and \$10,645,762 prior to starting Phase 2. These amounts are based on 2025 cost estimates identified in Condition of Approval Cost Estimates above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, start-up costs, initial management, long-term management, and monitoring. Because the Project will be phased, beginning January 1, 2026, the Minimum Security amount shall be adjusted and increased annually based on the most recent GDPPD until the time of Security posting. Permittees shall obtain CDFW approval of the adjusted and increased Minimum Security amount before providing Security.

\* \* \*

**10.3. Security Timeline.** ~~The Security shall be provided in draft form to CDFW's Regional Representative for review and approval prior to execution. Permittees shall execute the CDFW-approved Security before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first~~ for each development phase.

\* \* \*

**10.5. Security Transmittal.** ~~If CDFW holds the Security,~~ Permittees shall transmit ~~it~~ Security to CDFW ~~with a completed Mitigation Payment Transmittal Form (see Attachment 5) or~~ by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.

\* \* \*

Even if Security is provided, the Permittees must ~~record the required conservation easement and~~ complete the ~~measures to protect the HM lands against trespass (install fencing/signage)~~required acquisition, protection and transfer of all HM lands and record required conservation easements no later than 18 months ~~from the effective date of this ITP~~CDFW receiving the Security for that phase. CDFW may require the Permittees to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittees do not complete these requirements within the specified timeframe.

\* \* \*

**8. The Stop-Work Order section has been amended as follows:**

If CDFW determines Permittees have violated any term or condition of this ITP or has engaged in unlawful take, CDFW may issue Permittees a written stop-work order requiring instructing the Permittees to suspend any Covered Activity for an initial period of up to 2530 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. Permittees shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittees, CDFW may extend any stop-work order issued to Permittees for a period not to exceed ~~25 additional days.~~30 additional days.

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

**9. A Liability section has been added as follows:**

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.

\* \* \*

**10. The Notices section has been amended as follows:**

~~The Permittees shall deliver a fully executed duplicate original ITP by registered first class mail or overnight delivery to the following address:~~

~~Habitat Conservation Planning Branch  
California Department of Fish and Wildlife  
Attention: CESA Permitting Program  
1416 Ninth Street, Suite 1266  
Sacramento, California 95814~~

\* \* \*

Original cover with attachment(s) to:

Julie A. Vance, Regional Manager  
California Department of Fish and Wildlife  
1234 East Shaw Avenue  
Fresno, ~~California-CA~~ 93710  
Telephone (559) 243-4005  
~~Telephone (559) 243-4005~~  
Fax (559) 243-4022  
R4CESA@wildlife.ca.gov

and a copy to:

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

~~Habitat Conservation Planning Branch  
California Department of Fish and Wildlife  
Attention: CESA Permitting Program  
1416 Ninth Street, Suite 1266  
Post Office Box 944209  
Sacramento, California 95814~~ CA 94244-2090  
CESA@wildlife.ca.gov

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

~~Steven Hulbert~~  
Shaelyn Latronica  
California Department of Fish and Wildlife  
1130 East Shaw Avenue, Suite 206  
Fresno, ~~California-CA~~ 93710

~~Telephone (559) 243-4014, extension 2894005~~  
~~Fax (559) 243-4022~~  
~~Electronic mail: [steven.hulbert@wildlife.ca.gov](mailto:steven.hulbert@wildlife.ca.gov)~~  
~~[Shaelyn.Latronica@wildlife.ca.gov](mailto:Shaelyn.Latronica@wildlife.ca.gov)~~

\* \* \*

**11. The Findings Pursuant to CESA section has been amended as follows:**

\* \* \*

CDFW finds based on substantial evidence in the ITP application, the ~~EIR~~ Millerton New Town Specific Plan ~~EIR and~~ as it was amended in 1999 and 2004, the results of a site visit and consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

\* \* \*

- (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 protection and perpetual management of 531 acres of Point Millerton Ranch Preserve; (2) the salvage and exclusion of individuals of the Covered Species from the Work Area; [...]

\* \* \*

**12. The Attachments section has been amended as follows:**

|                              |  |
|------------------------------|--|
| FIGURE 1                     | Project Vicinity Map   |
| FIGURE 2                     | Project Site within Millerton New Town Specific Plan Area                                |
| <u>FIGURE 3</u>              | <u>Project Phase 1 (West of Marina Drive)</u>  |
| <u>FIGURE 4</u>              | <u>Project Phase 1 (East of Marina Drive)</u>  |
| <u>FIGURE 5</u>              | <u>Project Phase 2</u>   |
| <u>FIGURE 6</u>              | <u>531-acre Point Millerton Ranch Preserve</u>   |
| ATTACHMENT 1                 | Mitigation Monitoring and Reporting Program  |
| ATTACHMENT 2                 | <u>Biologist Resume Form</u>   |
| <u>ATTACHMENT 3</u>          | Declining Amphibian Populations Task Force Fieldwork Code of Practice                    |
| <del>ATTACHMENT 3A, 3B</del> | <del>Proposed Lands for Acquisition Form; Habitat Management Lands Checklist</del>       |
| ATTACHMENT 4                 | Letter of Credit Form <u>for CESA ITP Security</u>                                       |
| ATTACHMENT 5                 | <del>Mitigation Payment Transmittal Form</del> <u>Amendment No. 2 with Track Changes</u> |

**13. The Acknowledgement section has been removed:**

**ACKNOWLEDGMENT**

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

~~By: \_\_\_\_\_ Date: \_\_\_\_\_~~

~~Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_~~