



California Department of Fish and Wildlife
South Coast Region 5
3883 RUFFIN ROAD
SAN DIEGO, CA 92123

California Endangered Species Act

Incidental Take Permit No. 2081-2024-041-05

CANYON HILLS PROJECT

I. Authority:

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

Permittee:	California Whitebird Inc. c/o Sheppard, Mullin, Richter & Hampton LLP
Principal Officer:	Richard Percell and Keith Garner
Contact Person:	Richard Percell
Mailing Address:	333 S. Hope Street, 43rd Floor Los Angeles, California 90071-1422

II. Effective Date and Expiration Date of this ITP:

This ITP is effective as of the date signed by CDFW below. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **December 30, 2031**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 6.7 of this ITP.

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

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

III. Project Location:

The Canyon Hills Project (Project) encompasses approximately 300 acres of undeveloped land located at 7000 La Tuna Canyon Road in the City of Los Angeles, Los Angeles County (Development Site) (See Appendix A: Figure 1). The Development Site is located near the northeast corner of the Verdugo Hills, north of Verdugo Mountains Park and La Tuna Canyon Park.

Development Site

The Development Site is located on the north side of Interstate 210 and south of a prominent ridgeline. The Development Site is generally bounded by Interstate 210 on the south, existing development and undeveloped land to the east, a ridgeline to the north, and a portion of the undeveloped Open Space Mitigation Area (as defined below) to the west. The Development Site includes the following Assessor Parcel Numbers: 2562-008-009; 2562-004-009; 2562-004-001, 005, 012, 015; 2562-006-003, 006; 2562-007-001; 2562-004-005, 012; 2562-004-015; 2562-006-003, 006; 2562-007-01; 2572-028-025, 026; 2572-028-027; 2562-003-005; 2563-025-006; 2562-003-018; 2563-025-009; 2563-026-006; and 2562-008-002.

Open Space Mitigation Area

The Permittee previously agreed to set aside 579.18 acres of open space (Open Space Mitigation Area) located on both the north and south side of Interstate 210. The Open Space Mitigation Area is bisected by Interstate 210 and generally bound by a ridgeline to the north, the Development Site to the east, undeveloped land to the west, and La Tuna Canyon Road to the south. A Conservation Easement between Whitebird Real Estate Holdings LLC (WREH) and the Mountains Recreation and Conservation Authority was placed over the Open Space Mitigation Area and recorded on January 3, 2011. WREH subsequently transferred fee title to the Desert and Mountain Conservation Authority (DCMA) pursuant to two grant deeds recorded on December 29, 2011, and August 1, 2013.

IV. Project Description:

The Project includes the construction of 221 single-family homes on 166.72 acres of the 300-acre Development Site. The 166.72-acre grading footprint includes 13.61 acres of off-site grading and 153.11 acres of on-site grading (Appendix B: Figure 2). Project Activities include vegetation clearing, grading, excavation, trenching and backfilling, pile driving, road construction, repair and resurfacing, tree removal, and fuel modification. Prior to vegetation removal, the boundaries of the 166.72-acre impacted portion of the Development Site will be demarcated and clearing/grading activities limited to the demarcated boundaries. The outer boundary of Fuel Modification Zone B and C will be similarly delineated and fuel modification activities limited to the bounds of the demarcated area. Throughout the Development site, 90.34 acres of undeveloped land will be demarcated for avoidance from all Project Activities. The site will be cleared using standard dozers and front-end loaders. Once vegetation is removed, rough grading and excavation for on-site infrastructure and utilities will begin. Equipment that will be used for the initial rough grading and excavation includes scrapers, dozers, loaders, graders, excavators, water trucks, and rollers. Following initial grading, foundation pads and

streets will be constructed. Mass grading for the Project will result in the filling of canyons and the lowering of hill forms to create the flat foundation pads.

In addition to construction of residences, seven water quality basins will be constructed within the grading footprint of the Project site. Moreover, a small tot-lot/pocket park will cover 1.49 acres in the southwest corner of the Development Site. The park will be landscaped with turf and non-invasive ornamental plantings. A single trail will be constructed to extend to a hilltop within a single area of the Development Site. No trails will be constructed beyond the 166.72-acre grading footprint.

Road Extensions, Access, Fill Areas, Borrow Areas, Staging Areas and Stockpile Areas

Initial access will occur off Inspiration Way via a Canyon Hills emergency access road in the northeast corner of the Development Site. Once construction water and access to La Tuna Canyon is established, a primary access point will occur off La Tuna Canyon Road in the southeast corner of the Development Site (Appendix B: Figure 2). After access has been established, vegetation clearing will then proceed. Following vegetation removal, grading activities will continuously occur within the grading envelope for the Development Site. Equipment staging areas will be established throughout the site and will move with construction activities as they progress through the Development Site. Additionally, all fill, borrow, and stockpile areas necessary to establish final grades for building pads, streets, and installation of infrastructure will be contained within the grading envelope of the Development Site. No staging and stockpile areas will be established within Fuel Modification Zone B or C or the avoidance areas.

Off-site Project Activities

Off-site Project Activities will impact a total of 13.61 acres. Of this total, approximately 5.90 acres are necessary for La Tuna Canyon Road and associated grading, and 7.62 acres are necessary for constructing interior roads and associated grading. The remaining 0.10-acre is necessary for minor areas of grading related to three storm drain installations, a rip-rap pad, a trapezoidal channel, two graded slopes, and two minor areas for emergency access roads. Standard earth moving equipment such as motor graders, bulldozers, excavators, and scrapers will be utilized for these activities

Fuel Modification

Fuel modification activities will extend beyond the limits of grading and total 64.66 acres (see Figure 2). Fuel Modification Zones B and C are located beyond the grading footprint whereas Zone A is located within the grading footprint. Zone B will consist of a 100-foot irrigated zone of low-growing species and will result in a total impact. Zone C is the thinning zone where a minimum of 50 percent of vegetation is removed. For Fuel Modification Zone B and C, clearing will be conducted in accordance with construction of residential units by phase. Fuel modification activities will be conducted using hand tools such as chain saws and other hand tools. For Fuel Modification Zone B and Zone C, clearing will be conducted in accordance with construction of residential units by phase. Vegetation clearing in Fuel Modification Zone B and thinning in Fuel Modification Zone C will occur prior to or concurrent with initiation of residential construction in each phase. Brush clearing and

thinning will occur between October and December to avoid Covered Species flight seasons. This permit does not authorize impact to or take of Covered Species by fuel modification activities past the expiration date of this permit.

On-Site Mitigation Restoration – Mitigation Sites 4A, 4B, 4C, and 4D

Specific Project Activities within Drainage 4 pertain to on-site mitigation requirements pursuant to EPIMS-LAN-62534. Drainage 4 is a tributary to La Tuna Canyon Wash and will be graded in the lower reach of the stream to construct a basin for flood-control for the post-Project condition. Following grading, the basin will be planted with a mix of southern willow scrub and southern mixed riparian forest. Grading of Drainage 4 and creation of the basin is located within the grading envelope of the Development Site.

Open Space Mitigation Area

The open space mitigation area will remain under a conservation easement. As part of the Project, the current conservation easement will be amended, and an endowment will be provided for long-term management of 579.18 acres. Mitigation Activities related to the long-term management actions may occur within the open space mitigation area.

Construction Schedule

Project construction will occur in three overlapping phases. Phase 1 is anticipated to commence between April - June 2026 and be completed between October - December 2029. Phase 2 is anticipated to commence in April - June 2028 and be completed between October - December 2030. Phase 3 is anticipated to commence between January – March 2028 and be completed between April – June 2031. The proposed timeframe for Project Activities such as vegetation removal, rough grading, utilities installation, street improvements, construction of residential units, and fuel modification activities will be ongoing and will vary in each phase.

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

This ITP covers the following species:

<u>Name</u>	<u>CESA Status</u> ³
1. Crotch’s bumble bee (<i>Bombus crotchii</i>)	Candidate ⁴

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

VI. Impacts of the Taking on Covered Species:

Project Activities and their resulting impacts are expected to result in the incidental take of

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

⁴ The species status may change following the decision of the Fish and Game Commission to designate the species as threatened or endangered but if there is such a designation, the species will remain a Covered Species.

individuals of the Covered Species. The activities described above expected to result in incidental take of individuals of the Covered Species include site preparation, construction of residences; clearing vegetation; grading; excavating; stockpiling; compacting soils; trenching; backfilling; standing and operating heavy equipment; paving roads; pouring concrete; vehicle and foot traffic; access road construction; repair and resurfacing; vegetation maintenance (i.e., mowing and grubbing); landscape installation; and habitat restoration, enhancement, and monitoring (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities such as striking, burying, suffocating, crushing, entombing, and destroying individuals of the Covered Species, including nesting colonies and overwintering queens, during vegetation removal and earth work (e.g., grading, excavating, placing spoils and/or fill materials); and striking individuals of the Covered Species during operation of power tools (direct contact with sharp objects and/or blunt-force trauma). Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of degrading, removing, or burning (as a result of fire sparked by operating machinery) nesting or foraging habitat; pursuing, catching, capturing, or attempting to do so when individuals of the Covered Species from are collected for identification or relocated out of harm’s way; and disturbing habitat while conducting habitat enhancement, maintenance, and monitoring activities. The areas where authorized take of the Covered Species is expected to occur include the Project’s Development Site consisting of approximately 166.72 acres of on-site and off-site grading and the fuel modification zones consisting of approximately 64.66 acres for a total of 231.38 acres (collectively, the Project Area). Additionally, 579.18 acres of the Open Space Mitigation Area supports suitable habitat for Covered Species.

The Project is expected to cause the permanent loss of **228.52 acres** of habitat for the Covered Species (Appendix C: Figure 3). Vegetation within the Development Site subject to grading comprise of 2.13 acres of coast live oak woodland, 0.98 acre California sycamore-coast live oak woodland, 0.70 acres of hoary leaf ceanothus chapparal; 12.68 acres of bush poppy scrub, 0.84 acre of Toyon chapparal, 0.28 acre of chamise chapparal, 0.27 acre of scrub oak chaparral, 123.80 acres of laurel sumac scrub, 8.95 acres of deerweed scrub, 0.14 acre of California sagebrush scrub, 10.03 acres of California buckwheat scrub, and 3.83 acres of yerba santa scrub.

Vegetation within the fuel modification zones subject to fuel modification activities include 4.72 acres of deerweed scrub, 0.09 acre of California sagebrush scrub, 0.97 acre of hoary leaf ceanothus chaparral, 3.72 acres of bush poppy scrub, 6.32 acres of California buckwheat scrub, 1.97 acres of Toyon chaparral, 43.71 acres of laurel sumac scrub, 2.34 acres of California sycamore-coast live oak woodland, and 0.05 acre of coast live oak woodland.

Impacts of the authorized take 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: causing stress and disorientation to individuals of the Covered Species resulting from noise, ground vibrations, capture and relocation, and dust; loss or decline of foraging, nesting, and overwintering habitat resulting from

introduction or spread of invasive species; decreased food supply through changes in composition of floral nectar resources or abundance (starvation); increased vulnerability to predation; exposure to contaminants and hazardous materials (herbicides, pesticides, vehicle and equipment fuels and fluids); exposure to pathogens through introduction of contaminated water; and long-term effects due to displacement from preferred habitat, barriers and increased travel distance to foraging, nesting, and overwintering habitat (i.e., decreased reproductive output, energetic expenses, exposure to predation and elements), changes in drainage patterns that favor different vegetative growth, increased pollution, and increased competition for food and space. Individuals of the Covered Species displaced from the Project Area 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.

VII. Incidental Take Authorization of Covered Species:

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

VIII. Conditions of Approval:

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

- 1. Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
- 2. CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures applicable to the Covered Species in the Biological Resources section of the Environmental Impact Report (SCH No.: 2002091018) certified by the City of Los Angeles on October 19, 2005, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.). Additionally, Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Supplemental Environmental Impact Report (SCH No.: 2002091018) certified by CDFW as a responsible agency for the Project pursuant to CEQA.
- 3. LSA Agreement Compliance:** Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration (LSA)

Incidental Take Permit
No. 2081-2024-041-05
CALIFORNIA WHITEBIRD INC
CANYON HILLS DEVELOPMENT PROJECT

Agreement Notification (No. EPIMS-LAN-62534-R5) for the Project executed by CDFW pursuant to Fish and Game Code section 1600 et seq.

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

5. General Provisions:

- 5.1. Designated Representative.** Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
- 5.2. Designated Biologist(s) and Biological Monitor(s).** Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) using the Biologist Resume Form (Attachment 2) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. The Designated Biologist(s) and Biological Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist(s) and Biological Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Biological Monitor(s) must be changed.
- 5.3. Designated Biologist Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Area and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a

Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.

- 5.4. Education Program.** Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, general identification and how to distinguish bumble bee versus other flying insects, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.
- 5.5. Construction Monitoring Documentation.** The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project Area upon request by CDFW.
- 5.6. Trash Abatement.** Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as, but not limited to, mice and other rodents, badgers, and skunks.
- 5.7. Dust Control.** Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.

- 5.8. Erosion Control Materials.** Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 5.9. Delineation of Property Boundaries.** Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.
- 5.10. Delineation of Habitat.** Permittee shall clearly delineate habitat of the Covered Species that will be completely avoided from Covered Activities and areas subject to Covered Activities within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 5.11. Project Access.** Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 5.12. Staging Areas.** Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 5.11 of this ITP.
- 5.13. Hazardous Waste.** Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 5.14. CDFW Access.** Permittee shall provide CDFW staff with reasonable access to the Project and any mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.

5.15. Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes into fully covered trash receptacles with secure lids.

6. Monitoring, Notification, and Reporting Provisions:

6.1. Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.

6.2. Notification of Non-compliance. The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.

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

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

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

During the periods of inactivity or after vegetation clearing and grading have been completed, compliance inspections by the Designated Biologist may be reduced to a minimum of one day per week only after Permittee obtains written approval from CDFW. Permittee shall immediately resume daily compliance inspections if the Designated Biologist or CDFW finds the Permittee is out of compliance with any Conditions of Approval of this ITP, upon written notification from CDFW, and/or if the Covered Species, including nests or overwintering queens, are suspected or confirmed in the Project Area.

- 6.4. Monthly Compliance Report.** The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 6.3 in a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Steve Gibson (Steve.Gibson@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.
- 6.5. Annual Status Report.** Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of each year beginning with the issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 6.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.
- 6.6. CNDDDB Observations.** The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation. The Designated Biologist shall include copies of the CNDDDB forms with the subsequent Monthly Compliance Report or ASR, whichever is submitted first relative to the CNDDDB observation. The Designated Biologist(s) shall submit a notification of observation (including the ITP number, species name, date of observation, and GPS coordinates) by email to CDFW's Regional Representative within 24 hours of observation.
- 6.7. Final Mitigation Report.** No later than 45 days after the completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4)

information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.

6.8. Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by emailing the Regional Representative (Steve.Gibson@wildlife.ca.gov and copy R5CESA@wildlife.ca.gov). The initial notification to CDFW shall include information regarding the location, species, and number of Covered Species taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, GPS location (including GPS error estimated in feet and datum) of the Covered Species, photographs of the location, the Covered Species, explanation as to cause of take or injury, and any other pertinent information. The Designated Biologist shall submit all observations of taken or injured Covered Species to CDFW's CNDDDB within 60 calendar days of the observation.

6.9. Covered Species Salvage. If a Covered Species is taken or otherwise found deceased, the Designated Biologist shall salvage, photograph, and place the carcass in a labeled, clean Ziplock bag or vial and store it in a freezer. The label shall include a unique identifier (collection number), species name, time and date of collection, collection location, GPS location (including datum and horizontal error in feet), circumstances surrounding death (if known), collector name and contact information (phone number or email), and ITP Number 2081-2024-041-05. The Designated Biologist shall send the carcass (on dry ice if possible) to the following address and notify CDFW's Regional Representative at the time of shipping:

CDFW Wildlife Genetics Research Unit (Wildlife Health Lab)
 Attention: Michael Buchalski
 1415 North Market Blvd., Suite
 Sacramento, CA 95834

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

Incidental Take Permit
 No. 2081-2024-041-05
CALIFORNIA WHITEBIRD INC
CANYON HILLS DEVELOPMENT PROJECT

- 7.1. Timing of Vegetation Removal.** Permittee shall remove vegetation after plants in the Project Area have stopped blooming in the fall and outside of the Colony Active Period (February 1 through August 31), to the maximum extent feasible.
- 7.2. Work Area Coverage.** Permittee shall ensure that each work area within the Project Area is adequately covered on a daily basis by a Designated Biologist. Permittee shall proceed with Covered Activities in a systematic manner to facilitate the Designated Biologist in performing surveys required by Condition 7.4, 7.7, 7.10, and 7.11. If there are multiple, separate work areas on a given workday, Permittee shall provide a Designated Biologist for each separate work area.
- 7.3. Immediately Stop Covered Activities.** The Permittee shall stop all Covered Activities and notify CDFW's Designated Representative if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured (see Condition of Approval 6.8 and 6.9).
- 7.4. Overwintering Season.** If ground-disturbing Covered Activities must occur during the Overwintering Season (November 1 through January 31), the Designated Biologist shall search the designated work areas prior to Covered Activities for potential hibernacula such as leaf litter, thatched grasses, brush piles, rock piles, building rubble, logs, and rodent burrows no more than three (3) days prior to starting Covered Activities. During Covered Activities, the Designated Biologist shall closely monitor Covered Activities at potential hibernacula. Permittee shall place equipment and stockpiles away from potential hibernacula.
- 7.5. Overwintering Site Buffer.** If an overwintering Covered Species is uncovered or found during Covered Activities, the Permittee, in consultation with the Designated Biologist shall immediately stop and prohibit all Covered Activities within 50 feet of the queen Covered Species individual and hibernaculum. Designated Biologist shall delineate the 50-foot buffer and notify all workers not to enter the environmentally sensitive area. If an overwintering queen is exposed, the Designated Biologist shall cover and protect the queen bumble bee by the substrate it was found in/under and return any materials removed during surveys (e.g., grass, vegetation, bark, and debris) to re-create pre-disturbed conditions. The Designated Representative or Designated Biologist shall contact CDFW's Regional Representative within 24 hours for further consultation. The Designated Biologist shall record the queen's location with a GPS (including datum and horizontal accuracy in feet) and include photographs and a map of the queen's location as part of notification to CDFW's Regional Representative. Permittee shall increase the size and/or modify the environmentally sensitive area buffer upon notice from CDFW. Permittee shall maintain buffers until further instructions from CDFW's Regional Representative.

- 7.6. Timing of Fuel Modification Activities (Vegetation Removal).** Permittee shall conduct fuel modification activities after plants in the Project Area have stopped blooming in the fall and outside of both the Queen Flight Season (February 1 through March 31) and Colony Active Period (February 1 through August 31) to the maximum extent feasible. Permittee shall confine vegetation removal associated with fuel modification activities to above-ground and leave root structures in place to avoid ground and soil disturbance. For fuel modification activities covered in this ITP, the Permittee shall set mower blade heights no lower than four (4) inches, unless otherwise approved by CDFW in writing.
- 7.7. Nesting Season – Pre-Construction Surveys.** Prior to Covered Activities occurring during the Colony Active Period (February 1 through August 31), the Designated Biologist shall search for the Covered Species throughout the Project Area planned for Covered Activities. The Designated Biologist shall perform two (2) visual surveys no more than 10 days prior to the commencement of Covered Activities. The Designated Biologist shall conduct surveys at least four (4) days apart with the second survey occurring within two (2) days prior to starting Covered Activities. The Designated Biologist shall focus attention on areas with blooming native and non-native nectar and pollen resources for the Covered Species. The survey duration shall be appropriate to the size of the area planned for Covered Activities plus 50 feet based on the metric of a minimum of one (1) person-hour of searching per three (3) acres of suitable habitat. The Designated Biologist shall conduct surveys between 8:00 AM and 4:00 PM (Pacific Standard Time) on sunny days between 55- and 90-degrees Fahrenheit with sustained wind speeds measuring less than 10 miles per hour. If the Covered Species is detected or suspected during surveys, the Designated Biologist shall flag the area where the observation was made and closely monitor the areas that were flagged during Covered Activities to further minimize take of Covered Species.
- 7.8. Locating Nests.** The Designated Biologist shall make every effort to locate nests if the Covered Species is suspected or confirmed within the Project Area. The Designated Biologist shall observe any ground animal burrow entrances for signs of the Covered Species. To confirm a suspected Covered Species nest⁵, the Designated Biologist may block/cover any burrow entrance with a jar/vial (or similar) of appropriate size for no more than 30 minutes or until a bumble bee is detected. The Designated Biologist shall also observe bunch grasses, thatched annual grasses, brush piles, old bird nests, dead trees, or hollow logs to determine if a potential nest could be present. The Designated Biologist shall identify the species of bumble bee if a bumble bee is detected.
- 7.9. Nest Buffer.** If a Covered Species nest is detected or suspected, the Permittee, in consultation with the Designated Biologist, shall prohibit or immediately stop all Covered Activities within 50 feet of the nest. Designated Biologist shall delineate the 50-foot buffer

⁵ Because worker bees are actively foraging, they should arrive and exit an active nest site with frequency during the active period, such that their presence would be apparent after a few minutes of observation much like other bee, wasp, or hornet species.

and notify all workers not to enter the environmentally sensitive area. The Designated Representative or Designated Biologist shall contact CDFW's Regional Representative within 24 hours for further consultation (see Condition of Approval 6.4). The Designated Biologist shall record the nest location with a GPS (including datum and horizontal accuracy in feet) and include photographs and a map of the nest location as part of notification to CDFW's Regional Representative. Permittee shall increase the size and/or modify the environmentally sensitive area buffer upon notice from CDFW. Permittee shall maintain buffers until further instructions from CDFW's Regional Representative.

- 7.10. Nesting Season - Repeat Surveys Following Periods of Inactivity.** If Covered Activities are suspended for longer than three (3) days during the Colony Active Period (February 1 through August 31), the Designated Biologist shall perform one visual survey when survey conditions are met (see Condition of Approval 7.7) prior to re-starting Covered Activities.
- 7.11. Nesting Season - Daily Visual Sweeps.** During the Colony Active Period (February 1 - August 31), the Designated Biologist shall conduct daily visual sweeps of the designated work areas for Covered Species at the start of and throughout the workday. The Designated Biologist shall intermittently repeat visual sweeps throughout the daily work window because the Covered Species is unlikely to be active before the start of daily Covered Activities that initiate prior to 8:00 AM. If the Covered Species is detected or suspected, the Designated Biologist shall follow requirements under Condition of Approval 6.3, 6.6, 7.8, and 7.9. After initial vegetation clearing has been completed, the frequency of daily visual sweeps may be modified after Permittee consults with and obtains written approval from CDFW.
- 7.12. Pesticides.** Permittee shall not use pesticides such as herbicides, insecticides, or rodenticides within the Project Area. If pesticides must be used, including for habitat restoration and enhancement, Permittee shall consult with CDFW and may only use pesticides upon CDFW's written approval (see Condition of Approval 7.13).
- 7.13. Pesticides Use Plan.** If pesticide use is approved by CDFW, Permittee shall submit to CDFW for its review and approval a Pesticide Use Plan to Avoid and Minimize Impacts to Crotch's Bumble Bee (Pesticide Use Plan). The Pesticide Use Plan shall describe Best Management Practices to avoid and minimize adverse effects of pesticide use on individuals of the Covered Species and Covered Species habitat adjacent to the Project Area.

Permittee shall incorporate the following (at a minimum) into the Pesticide Use Plan: (1) follow best management practices described by Xerces Society's Guidance to Protect Habitat from Pesticide Contamination, California Department of Pesticide Regulation, and the University of California's Division of Agriculture and Natural Resources Statewide Integrated Pest Management Program's Best Management Practices to protect bees from pesticides; (2) avoid mixtures with adjuvants containing alkylphenol ethoxylates, (3) avoid

use of soil fumigants, which penetrate the soil and can poison ground nesting bees; (4) avoid spraying herbicides, especially on plants that are in bloom to minimize direct or indirect contact the Covered Species; (5) use targeted methods only; (6) pesticide application shall be conducted when the Covered Species is overwintering (i.e., outside of the Colony Active Period) to the maximum extent practicable; (7) avoid the use of pesticides marked with the U.S. Environmental Protection Agency's bee hazard icon; and (8) preferentially use chemicals that are rated green/III in the University of California Integrated Pest Management Bee Precaution Database and chemicals of the least toxic products at the least concentrated application when possible.

7.14. Weed Management Plan. Permittee shall submit to CDFW for its review and approval a Weed Management Plan (WMP Plan) before starting Covered Activities. The WMP Plan shall include measures to ensure that non-native invasive plant species do not become established within or adjacent to the Project Area or proliferate as a result of Covered Activities. The WMP Plan shall address non-native plants within and adjacent to the Project Area during construction and post-construction. The WMP shall also address Covered Species habitat. The WMP shall prohibit the establishment of any plant listed on the California Invasive Plant Council's (Cal-IPC) [Invasive Plant Inventory](#) (High, Moderate, Limited, and Watch lists). The WMP Plan shall address sources of non-native plant introduction and establishment; measures to minimize the potential of non-native plant spread and/or proliferate in the Project Area and adjacent to the Project Area; management of stockpiles; identification/Early Detection Rapid Response; and methods to eradicate nonnative plants prior to seed set. Prevention Best Management Practices and guidelines for invasive plants can be found on Cal-IPC's [Prevention](#) webpage and Cal-IPC's [Preventing the Spread of Invasive Plants: Best Management Practices for Land Managers](#).

8. Habitat Management: CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result from implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the protected acreage required to provide for adequate compensation.

To meet this requirement, the Permittee shall provide for both the permanent protection and management of 579.18 acres of Habitat Management (HM) lands pursuant to Condition of Approval 8.2 below and the calculation and deposit of the management funds pursuant to Condition of Approval 8.3 below. The HM lands has been identified as the Open Space Mitigation Area used to satisfy the mitigation obligations through the CEQA process set forth in the original EIR. A conservation easement was placed over the Open Space Mitigation Area and an amendment will be appropriate for use as HM lands. Permanent protection and funding for perpetual management of HM lands must be complete before starting Covered Activities, or

within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 9 below for all uncompleted obligations.

8.1. Cost Estimates. For the purposes of determining the Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to complete protection, and perpetual management of the HM lands as follows:

8.1.1. All costs necessary to review and record a conservation easement as described in Condition of Approval 8.2.2 below: **\$17,440**;

8.1.2. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 8.2.5 below, estimated at **\$53,797**; including.

8.1.3. Long-term management funding as described in Condition of Approval 8.3 below, estimated at \$1,627/acre for 579.18 acres: **\$942,154**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.

8.1.4. 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 8.4, estimated at **\$6,000**.

8.1.5. All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to 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 at **\$75,000**.

8.2. Habitat Management Protection. For the permanent protection and perpetual management of HM lands to complete compensatory mitigation obligations the Permittee shall:

8.2.1. 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.

8.2.2. Conservation Easement. If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole

discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the "doctrine of merger" could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement. An amendment to the existing conservation easement over the Open Space Mitigation Area is intended to fulfill the requirements of this Condition of Approval. CDFW anticipates the Permittee securing an amendment to the existing conservation easement over the Open Space Mitigation Area to fulfill this Condition of Approval.

- 8.2.3. HM Lands Approval.** If Permittee elects to not secure an amendment to the existing conservation easement over the Open Space Mitigation Area, Permittee shall 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.
- 8.2.4. HM Lands Documentation.** If Permittee elects to not secure an amendment to the existing conservation easement over the Open Space Mitigation Area, Permittee shall 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.
- 8.2.5. Land Manager.** Designate a long-term land manager approved by CDFW. The long-term land manager may, but need not, be the same. The long-term land managers may be the landowner or another party. Documents related to land management shall identify long-term land manager. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as the long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the long-term manager without the express written authorization of CDFW in its sole

discretion. CDFW anticipates the Mountains Recreation Conservation Authority to act as the long-term manager over the Open Space Mitigation Area.

- 8.2.6. 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 an Open Space Mitigation Area Long-Term Management Plan within six (6) months of issuance of this ITP for review and written approval as described in Condition 8.2.7; (2) establishing initial fencing; and (3) installing signage.
- 8.2.7. Open Space Mitigation Area Long-Term Management Plan.** Permittee shall consult with CDFW for [Long Term Management Plan](#)⁶ (LTMP or Management Plan) requirements, and a CDFW approved long-term manager shall be responsible for implementing the LTMP. At a minimum, the LTMP shall include:
- 8.2.7.1. Site Description.** A description of the physical conditions and vegetation communities of the Open Space Mitigation Area, including water resources and habitat types, and a map that identifies the location of the site(s).
- 8.2.7.2. Management Goals.** A description of management goals related to sustaining habitat quality, Covered Species usage, and overall function of the Open Space Mitigation Area.
- 8.2.7.3. Management Activities.** At a minimum, the LTMP shall include detailed activity descriptions and plans for the following: fence repair, signage repair, continuing trash removal, site monitoring, and vegetation and invasive species management, floral resource protection and monitoring, overwintering/nesting monitoring, potential remedial measures and costs, Covered Species surveys (i.e., at least three times per year during the Colony Active Period), and trespass management.
- 8.2.7.4. Reporting.** A description of the reporting procedures including a Management Report, which shall be completed every five (5) years documenting, at a minimum:

Management activities completed within the previous five-year term, including (1) any remedial measures completed; (2) details of non-native and invasive species management such as (a) species and location where they were treated and/or removed, (b) the amount and frequency of removal, and (c) the techniques used; (3) fencing information; (4) floral resource and nest site monitoring; (5) adaptive management strategies developed and how they were

⁶ <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=137386&inline>

implemented; and (6) enforcement activity necessary. The Management Report shall include photos documenting the management activities.

An assessment of overall habitat quality within the Open Space Mitigation Area, including: (1) any changes to native and non-native vegetation cover; (2) any shifts in habitat type; (3) any loss of floral resources; (4) any loss of overwintering/nesting habitat cover; and (5) any new invasive species observed. An evaluation of the success or failure of the management strategies implemented and any changes to management strategies proposed in response to the success or failures.

8.3. Endowment Fund. The Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with this ITP, the conservation easement, and the management plan required by Condition of Approval 8.2.6. 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.

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

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

Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required

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

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

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

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

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

8.3.2.2.1. 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.

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

8.3.2.2.3. 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.

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

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

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

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

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

9. Security: The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 8 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

9.1. Security Amount. The Security shall be in the amount of **\$1,094,351** or in the amount identified in 8.1 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 8.1 above, sufficient for CDFW or its contractors to complete property enhancement, startup costs, initial management, long-term management, and monitoring.

9.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see

Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.

- 9.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.
- 9.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 9.5. Security Transmittal. Permittee shall transmit security to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.
- 9.6. Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.
- 9.7. Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:
 - Copies of all executed and recorded conservation easements;
 - Long-term management plan;
 - Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and
 - Timely submission of all required reports.

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

IX. Amendment:

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

X. Stop-Work Order:

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

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

XI. Liability:

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

XII. Compliance with Other Laws:

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

XIII. Notices:

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2024-041-05) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Incidental Take Permit
No. 2081-2024-041-05
CALIFORNIA WHITEBIRD INC
CANYON HILLS DEVELOPMENT PROJECT

Erinn Wilson-Olgin, Regional Manager
California Department of Fish and Wildlife
South Coast Region 5
Attn: CESA Permitting Program
3883 Ruffin Road
San Diego, CA 92123
R5CESA@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

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

Steve Gibson
3030 Old Ranch Parkway Suite 400
Seal Beach, CA 90740
Steve.Gibson@wildlife.ca.gov

XIV. Compliance with the California Environmental Quality Act:

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, City of Los Angeles. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Final EIR for the Canyon Hills Project, (SCH No.: 2002091018) dated September 7, 2004 (EIR), and that the City of Los Angeles certified on October 19, 2005. CDFW prepared a supplement to the EIR that analyzes the Project's effect on the Covered Species associated with implementation of the Project (SEIR).

This ITP, the lead agency's EIR, CDFW's SEIR, along with CDFW's related CEQA findings, which are available as a separate document, provide evidence of CDFW's consideration of the environmental effects related to issuance of this ITP. CDFW finds that 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 potential effects on the Covered Species. CDFW consequently finds that issuance of this ITP will not result in any significant, adverse impacts on the Covered Species.

Incidental Take Permit
No. 2081-2024-041-05
CALIFORNIA WHITEBIRD INC
CANYON HILLS DEVELOPMENT PROJECT

XV. Findings Pursuant to CESA:

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

CDFW finds based on substantial evidence in the ITP application, the lead agency’s EIR, CDFW’s SEIR, 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:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of avoidance zones; (3) worker education; and (4) Monthly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW’s estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 579.18 acres of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;
- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee’s objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based

Incidental Take Permit
 No. 2081-2024-041-05
CALIFORNIA WHITEBIRD INC
CANYON HILLS DEVELOPMENT PROJECT

on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

XVI. Attachments:

FIGURE 1	Project Location
FIGURE 2	Project Components Map
FIGURE 3	Vegetation Impacts Map
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Resume Form
ATTACHMENT 3	Letter of Credit Form

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ON 03/02/2026

DocuSigned by:

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Erinn Olgin-Wilson, Regional Manager

South Coast Region

Incidental Take Permit
No. 2081-2024-041-05
CALIFORNIA WHITEBIRD INC
CANYON HILLS DEVELOPMENT PROJECT

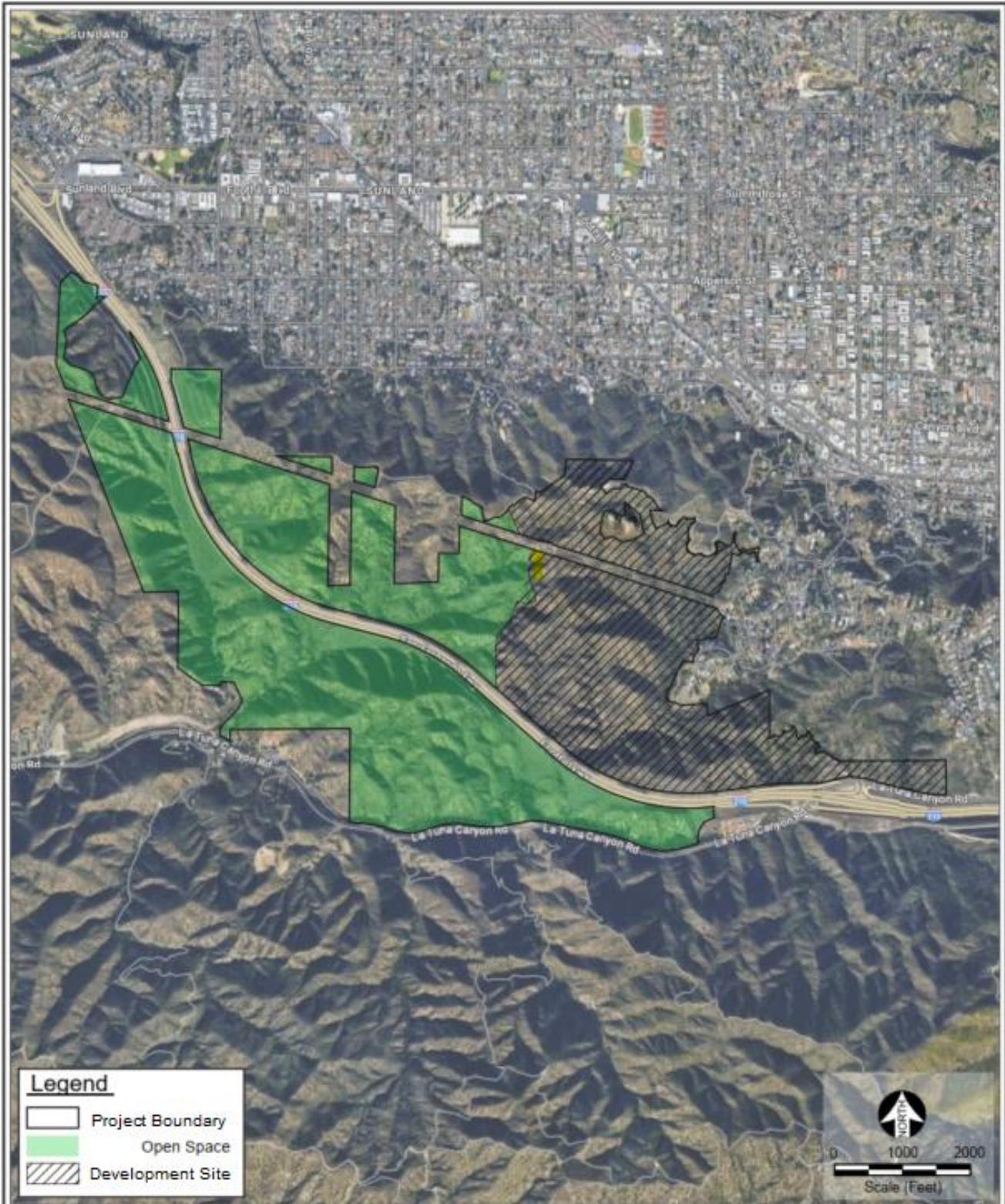
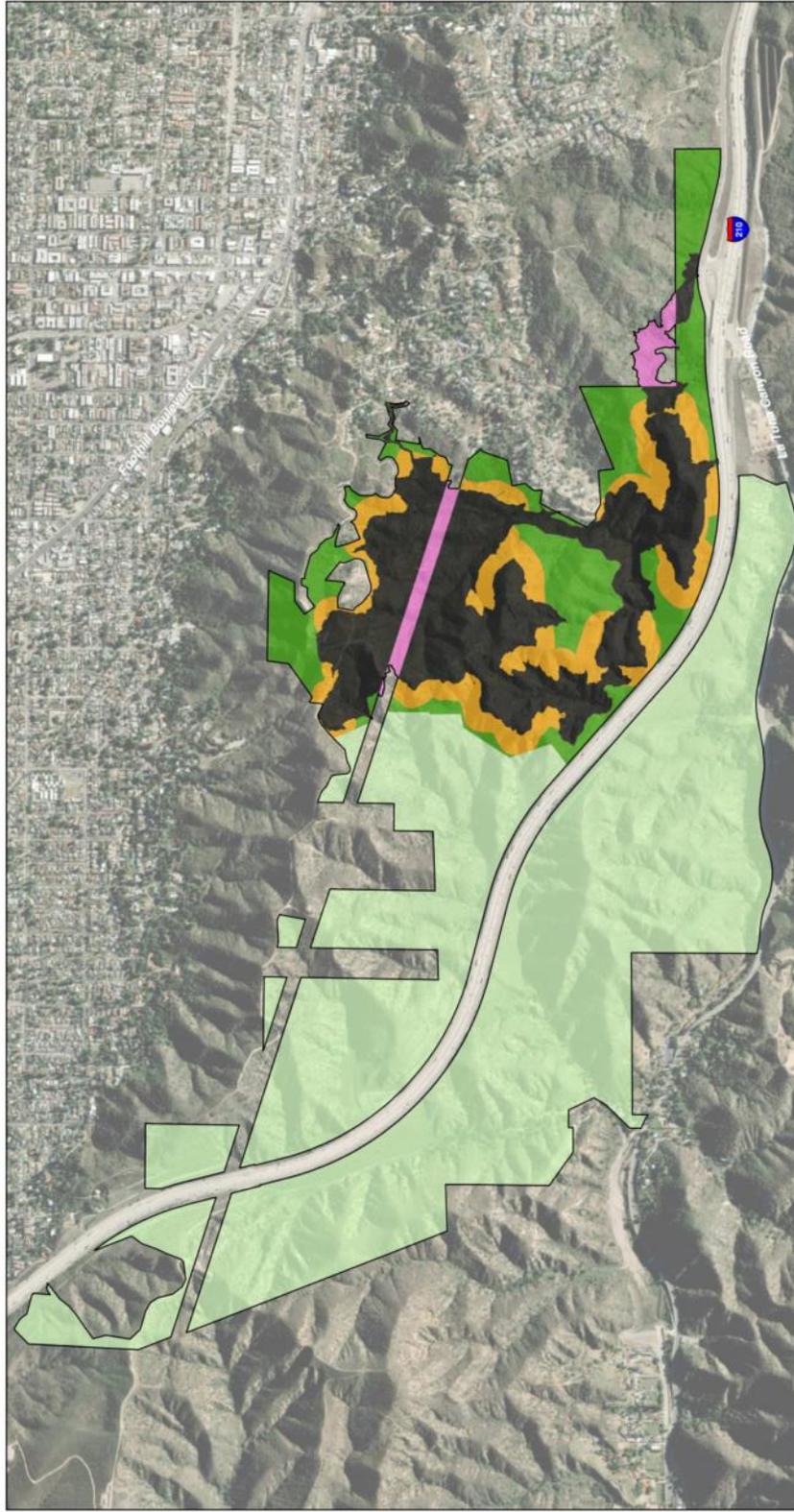


Figure 1
Project Location



CANYON HILLS
Project Components Map

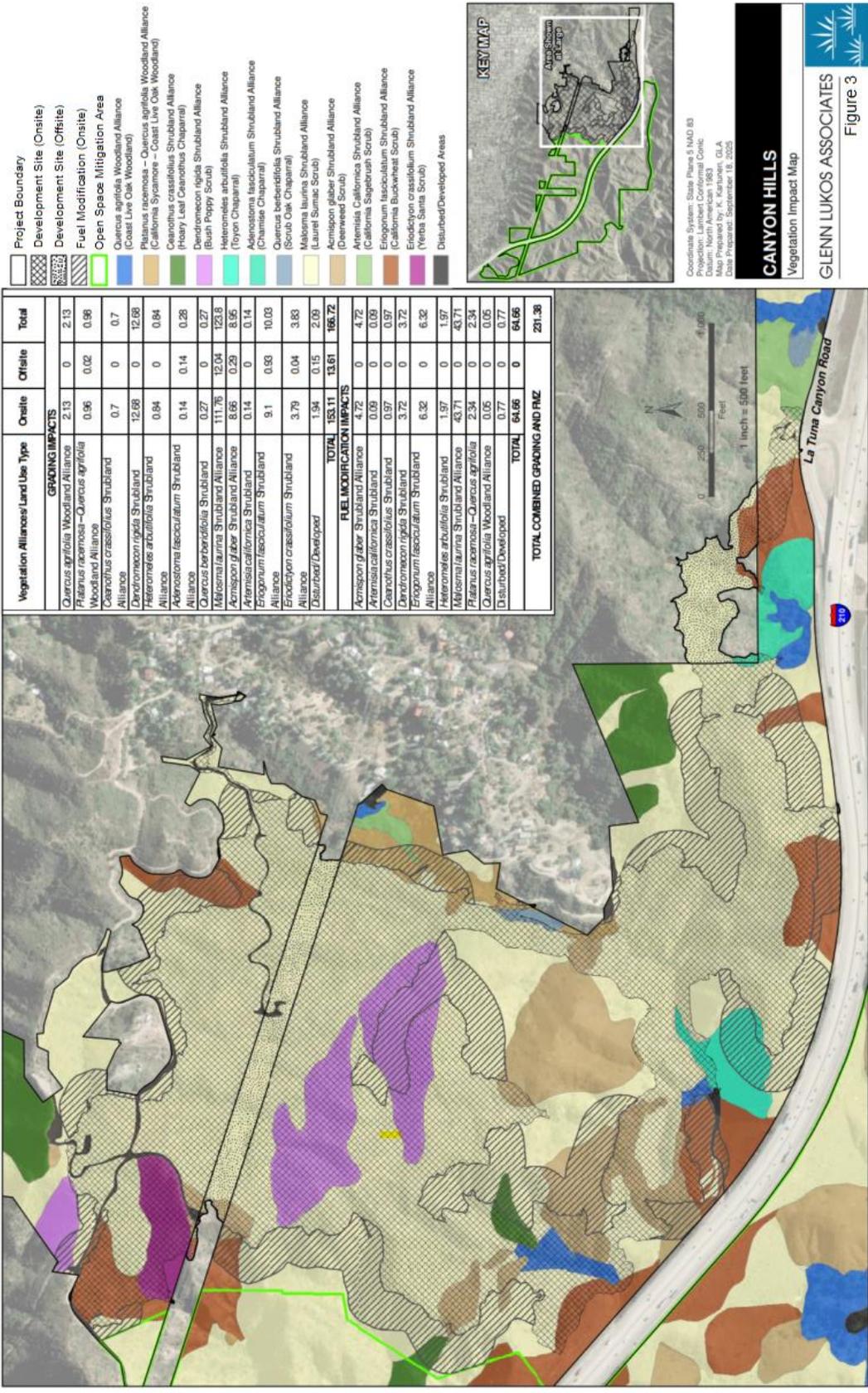
GLENN LUKOS ASSOCIATES
Figure 2

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Project Boundary - 900.90 ac.
Development Site (Onsite) - 153.11 ac.
Development Site (Offsite) - 13.61 ac.

Fuel Modification (Onsite) - 64.66 ac.
Avoidance (Onsite) - 90.34 ac.
Open Space Mitigation Area - 579.18 ac.

Total project acreage reporting varies from 900.90 acres to 900.95 acres due to rounding from different analyses.



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Attachment 1

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

INCIDENTAL TAKE PERMIT NO. 2081-2024-041-05

**PERMITTEE: California Whitebird Inc. c/o Sheppard, Mullin, Richter &
Hampton LLP**

PROJECT: Canyon Hills Project

PURPOSE OF THE MMRP

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

OBLIGATIONS OF PERMITTEE

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

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

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

TABLE OF MITIGATION MEASURES

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

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
BEFORE DISTURBING SOIL OR VEGETATION					
1	Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.	ITP Condition # 5.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) using the Biologist Resume Form (Attachment 2) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. The Designated Biologist(s) and Biological Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist(s) and Biological Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Biological Monitor(s) must be changed.	ITP Condition # 5.2	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
3	Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, general identification and how to distinguish bumble bee versus other flying insects, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.	ITP Condition # 5.4	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
4	Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as, but not limited to, mice and other rodents, badgers, and skunks.	ITP Condition # 5.6	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
5	Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.	ITP Condition # 5.7	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
6	Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.	ITP Condition # 5.9	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
7	Permittee shall clearly delineate habitat of the Covered Species that will be completely avoided from Covered Activities and areas subject to Covered Activities within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.	ITP Condition # 5.10	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
8	The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.	ITP Condition # 6.1	Before commencing ground- or vegetation-disturbing activities	Permittee	
9	Permittee shall submit to CDFW for its review and approval a Weed Management Plan (WMP Plan) before starting Covered Activities. The WMP Plan shall include measures to ensure that non-native invasive plant species do not become established within or adjacent to the Project Area or proliferate as a result of Covered Activities. The WMP Plan shall address non-native plants within and adjacent to the Project Area during construction and post-construction. The WMP shall also address Covered Species habitat. The WMP shall prohibit the establishment of any plant listed on the California Invasive Plant Council's (Cal-IPC) Invasive Plant Inventory (High, Moderate, Limited, and Watch lists). The WMP Plan shall address sources of non-native plant introduction and establishment; measures to minimize the potential of non-native plant spread and/or proliferate in the Project Area and adjacent to the Project Area; management of stockpiles; identification/Early Detection Rapid Response; and methods to eradicate nonnative plants prior to seed set. Prevention Best Management Practices and guidelines for invasive plants can be found on Cal-IPC's Prevention webpage and Cal-IPC's Preventing the Spread of Invasive Plants: Best Management Practices for Land Managers.	ITP Condition # 7.14	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
10	<p>The Permittee shall provide for both the permanent protection and management of 579.18 acres of Habitat Management (HM) lands pursuant to Condition of Approval 8.2 below and the calculation and deposit of the management funds pursuant to Condition of Approval 8.3 below. The HM lands has been identified as the Open Space Mitigation Area used to satisfy the mitigation obligations through the CEQA process set forth in the original EIR. A conservation easement was placed over the Open Space Mitigation Area and an amendment will be appropriate for use as HM lands.</p>	ITP Condition # 8	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
11	<p>CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands as follows:</p> <ul style="list-style-type: none"> i) All costs necessary to review and record a conservation easement as described in Condition of Approval 8.2.2 below: \$17,440; ii) Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 8.2.5 below, estimated at \$53,797; iii) Long-term management funding as described in Condition of Approval 8.3 below, estimated at \$1,627/acre for 579.18 acres: \$942,154. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management. iv) 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 7.4 below, estimated at \$6,000. v) 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 \$75,000. 	ITP Condition #8.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
12	<p>Transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.</p>	ITP Condition #8.2.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
13	<p>If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the "doctrine of merger" could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement. An amendment to the existing conservation easement over the Open Space Mitigation Area is intended to fulfill the requirements of this Condition of Approval. CDFW anticipates the Permittee securing an amendment to the existing conservation easement over the Open Space Mitigation Area to fulfill this Condition of Approval.</p>	ITP Condition #8.2.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
14	<p>If Permittee elects to not secure an amendment to the existing conservation easement over the Open Space Mitigation Area, Permittee shall obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species.</p>	ITP Condition #8.2.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
15	<p>If Permittee elects to not secure an amendment to the existing conservation easement over the Open Space Mitigation Area, Permittee shall provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services.</p>	ITP Condition #8.2.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
16	<p>Designate a long-term land manager approved by CDFW. The long-term land manager may, but need not, be the same. The long-term land managers may be the landowner or another party. Documents related to land management shall identify long-term land manager. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as the long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the long-term manager without the express written authorization of CDFW in its sole discretion. CDFW anticipates the Mountains Recreation Conservation Authority to act as the long-term manager over the Open Space Mitigation Area.</p>	ITP Condition #8.2.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
17	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 an Open Space Mitigation Area Long-Term Management Plan within six (6) months of issuance of this ITP for review and written approval as described in Condition 8.2.7; (2) establishing initial fencing; and (3) installing signage.	ITP Condition #8.2.6	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
18	<p>Permittee shall consult with CDFW for Long Term Management Plan (LTMP or Management Plan) requirements, and a CDFW approved long-term manager shall be responsible for implementing the LTMP. At a minimum, the LTMP shall include:</p> <ul style="list-style-type: none"> • <u>Site Description</u>. A description of the physical conditions and vegetation communities of the Open Space Mitigation Area, including water resources and habitat types, and a map that identifies the location of the site(s). • <u>Management Goals</u>. A description of management goals related to sustaining habitat quality, Covered Species usage, and overall function of the Open Space Mitigation Area. • <u>Management Activities</u>. At a minimum, the LTMP shall include detailed activity descriptions and plans for the following: fence repair, signage repair, continuing trash removal, site monitoring, and vegetation and invasive species management, floral resource protection and monitoring, overwintering/nesting monitoring, potential remedial measures and costs, Covered Species surveys (i.e., at least three times per year during the Colony Active Period), and trespass management. • <u>Reporting</u>. A description of the reporting procedures including a Management Report, which shall be completed every five (5) years documenting, at a minimum: <ul style="list-style-type: none"> Management activities completed within the previous five-year term, including (1) any remedial measures completed; (2) details of non-native and invasive species management such as (a) species and location where they were treated and/or removed, (b) the amount and frequency of removal, and (c) the techniques used; (3) fencing information; (4) floral resource and nest site monitoring; (5) adaptive management strategies developed and how they were implemented; and (6) enforcement activity necessary. The Management Report shall include photos documenting the management activities. An assessment of overall habitat quality within the Open Space Mitigation Area, including: (1) any changes to native and non-native vegetation cover; (2) any shifts in habitat type; (3) any loss of floral resources; (4) any loss of overwintering/nesting habitat cover; and (5) any new invasive species observed. An evaluation of the success or failure of the management strategies implemented and any changes to management strategies proposed in response to the success or failures. 	ITP Condition #8.2.7	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
19	<p>The Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with this ITP, the conservation easement, and the management plan required by Condition of Approval 8.2.6. 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. Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.</p>	ITP Condition #8.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
20	<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>Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e).</p> <p>Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3).</p>	ITP Conditions #8.3.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
21	After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a Property Analysis Record (PAR)) to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). Note that the endowment for the easement holder should not be included in this calculation. The Permittee shall submit to CDFW for review and approval of the results of the endowment assessment before transferring funds to the Endowment Manager.	ITP Conditions #8.3.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
21	Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.	ITP Conditions #8.3.2.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
23	Permittee shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment: <ul style="list-style-type: none"> • A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events. • The endowment shall be established assuming spending will not occur for the first three years after full funding. • 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 Fund Manager and CDFW. 	ITP Conditions #8.3.2.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
24	Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.	ITP Conditions #8.3.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
25	<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 this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>Notwithstanding Probate Code sections 18501-18510, the Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds.</p> <p>Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the Endowment to preserve the conservation values of the HM lands, the Endowment Manager shall process that expenditure in accordance with directions from CDFW. The Endowment Manager shall not be liable for any shortfall in the Endowment resulting from CDFW's decision to make such an expenditure.</p>	ITP Conditions #8.3.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
26	<p>Permittee shall reimburse CDFW for all reasonable expenses incurred by CDFW such as transaction fees, 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.</p>	ITP Conditions #8.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
27	<p>The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition 8 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <ol style="list-style-type: none"> a) <u>Security Amount</u>. The Security shall be in the amount of \$1,094,351. This amount is based on the cost estimates identified in Condition 8.1 above; b) <u>Security Form</u>. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel; c) <u>Security Timeline</u>. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of the ITP, whichever occurs first; d) <u>Security Holder</u>. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW; e) <u>Security Transmittal</u>. Permittee shall transmit security to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other. f) <u>Security Drawing</u>. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of the ITP; g) <u>Security Release</u>. The Security (or any portion of the Security then remaining) shall be released to the Permittee after all secured requirements have been met as evidenced by: <ul style="list-style-type: none"> • Written documentation of the acquisition of the HM lands; • Copies of all executed and recorded conservation easements; • Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; • Satisfactory demonstration of completion of performance standards for restoration and enhancement areas; and • Timely submission of all required reports. <p>Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.</p>	ITP Condition # 9- 9.7	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
DURING CONSTRUCTION					

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
28	To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Area and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.	ITP Condition #5.3	Entire Project	Permittee	
29	The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project Area upon request by CDFW.	ITP Condition # 5.5	Entire Project	Permittee	
30	Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.	ITP Condition # 5.8	Entire Project	Permittee	
31	Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.	ITP Condition # 5.11	Entire Project	Permittee	
32	Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 5.11 of this ITP.	ITP Condition # 5.12	Entire Project	Permittee	
33	Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 5.13	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
34	Permittee shall provide CDFW staff with reasonable access to the Project and any mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.	ITP Condition # 5.14	Entire Project	Permittee	
35	The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.	ITP Condition # 6.2	Entire Project	Permittee	
36	<p>The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections to:</p> <ol style="list-style-type: none"> (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of this ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. <p>The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.</p> <p>During the periods of inactivity or after vegetation clearing and grading have been completed, compliance inspections by the Designated Biologist may be reduced to a minimum of one day per week only after Permittee obtains written approval from CDFW. Permittee shall immediately resume daily compliance inspections if the Designated Biologist or CDFW finds the Permittee is out of compliance with any Conditions of Approval of this ITP, upon written notification from CDFW, and/or if the Covered Species, including nests or overwintering queens, are suspected or confirmed in the Project Area.</p>	ITP Condition # 6.3	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
37	The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 6.3 in a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Steve Gibson (Steve.Gibson@wildlife.ca.gov and copy R5CESA@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition # 6.4	Entire Project	Permittee	
38	Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of each year beginning with the issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 6.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.	ITP Condition # 6.5	Entire Project/ no later than January 31 of each year	Permittee	
39	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. The Designated Biologist shall include copies of the CNDDDB forms with the subsequent Monthly Compliance Report or ASR, whichever is submitted first relative to the CNDDDB observation. The Designated Biologist(s) shall submit a notification of observation (including the ITP number, species name, date of observation, and GPS coordinates) by email to CDFW's Regional Representative within 24 hours of observation.	ITP Condition # 6.6	Entire Project/ within 60 calendar days of the observation	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
40	<p>Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by emailing the Regional Representative (Steve.Gibson@wildlife.ca.gov and copy R5CESA@wildlife.ca.gov). The initial notification to CDFW shall include information regarding the location, species, and number of Covered Species taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, GPS location (including GPS error estimated in feet and datum) of the Covered Species, photographs of the location, the Covered Species, explanation as to cause of take or injury, and any other pertinent information. The Designated Biologist shall submit all observations of taken or injured Covered Species to CDFW's CNDDDB within 60 calendar days of the observation.</p>	ITP Condition # 6.8	Entire Project	Permittee	
41	<p>If a Covered Species is taken or otherwise found deceased, the Designated Biologist shall salvage, photograph, and place the carcass in a labeled, clean Ziplock bag or vial and store it in a freezer. The label shall include a unique identifier (collection number), species name, time and date of collection, collection location, GPS location (including datum and horizontal error in feet), circumstances surrounding death (if known), collector name and contact information (phone number or email), and ITP Number 2081-2024-041-05. The Designated Biologist shall send the carcass (on dry ice if possible) to the following address and notify CDFW's Regional Representative at the time of shipping:</p> <p>CDFW Wildlife Genetics Research Unit (Wildlife Health Lab) Attention: Michael Buchalski 1415 North Market Blvd., Suite Sacramento, CA 95834</p>	ITP Condition # 6.9	Entire Project	Permittee	
42	<p>Permittee shall remove vegetation after plants in the Project Area have stopped blooming in the fall and outside of the Colony Active Period (February 1 through August 31), to the maximum extent feasible.</p>	ITP Condition # 7.1	Entire Project	Permittee	
43	<p>Permittee shall ensure that each work area within the Project Area is adequately covered on a daily basis by a Designated Biologist. Permittee shall proceed with Covered Activities in a systematic manner to facilitate the Designated Biologist in performing surveys required by Condition 7.4, 7.7, 7.10, and 7.11. If there are multiple, separate work areas on a given workday, Permittee shall provide a Designated Biologist for each separate work area.</p>	ITP Condition # 7.2	Entire Project	Permittee	
44	<p>The Permittee shall stop all Covered Activities and notify CDFW's Designated Representative if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured (see Condition of Approval 6.8 and 6.9).</p>	ITP Condition # 7.3	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
45	If ground-disturbing Covered Activities must occur during the Overwintering Season (November 1 through January 31), the Designated Biologist shall search the designated work areas prior to Covered Activities for potential hibernacula such as leaf litter, thatched grasses, brush piles, rock piles, building rubble, logs, and rodent burrows no more than three (3) days prior to starting Covered Activities. During Covered Activities, the Designated Biologist shall closely monitor Covered Activities at potential hibernacula. Permittee shall place equipment and stockpiles away from potential hibernacula.	ITP Condition # 7.4	Entire Project	Permittee	
46	If an overwintering Covered Species is uncovered or found during Covered Activities, the Permittee, in consultation with the Designated Biologist shall immediately stop and prohibit all Covered Activities within 50 feet of the queen Covered Species individual and hibernaculum. Designated Biologist shall delineate the 50-foot buffer and notify all workers not to enter the environmentally sensitive area. If an overwintering queen is exposed, the Designated Biologist shall cover and protect the queen bumble bee by the substrate it was found in/under and return any materials removed during surveys (e.g., grass, vegetation, bark, and debris) to re-create pre-disturbed conditions. The Designated Representative or Designated Biologist shall contact CDFW's Regional Representative within 24 hours for further consultation. The Designated Biologist shall record the queen's location with a GPS (including datum and horizontal accuracy in feet) and include photographs and a map of the queen's location as part of notification to CDFW's Regional Representative. Permittee shall increase the size and/or modify the environmentally sensitive area buffer upon notice from CDFW. Permittee shall maintain buffers until further instructions from CDFW's Regional Representative.	ITP Condition # 7.5	Entire Project	Permittee	
47	Permittee shall conduct fuel modification activities after plants in the Project Area have stopped blooming in the fall and outside of both the Queen Flight Season (February 1 through March 31) and Colony Active Period (February 1 through August 31) to the maximum extent feasible. Permittee shall confine vegetation removal associated with fuel modification activities to above-ground and leave root structures in place to avoid ground and soil disturbance. For fuel modification activities covered in this ITP, the Permittee shall set mower blade heights no lower than four (4) inches, unless otherwise approved by CDFW in writing.	ITP Condition # 7.6	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
48	Prior to Covered Activities occurring during the Colony Active Period (February 1 through August 31), the Designated Biologist shall search for the Covered Species throughout the Project Area planned for Covered Activities. The Designated Biologist shall perform two (2) visual surveys no more than 10 days prior to the commencement of Covered Activities. The Designated Biologist shall conduct surveys at least four (4) days apart with the second survey occurring within two (2) days prior to starting Covered Activities. The Designated Biologist shall focus attention on areas with blooming native and non-native nectar and pollen resources for the Covered Species. The survey duration shall be appropriate to the size of the area planned for Covered Activities plus 50 feet based on the metric of a minimum of one (1) person-hour of searching per three (3) acres of suitable habitat. The Designated Biologist shall conduct surveys between 8:00 AM and 4:00 PM (Pacific Standard Time) on sunny days between 55- and 90-degrees Fahrenheit with sustained wind speeds measuring less than 10 miles per hour. If the Covered Species is detected or suspected during surveys, the Designated Biologist shall flag the area where the observation was made and closely monitor the areas that were flagged during Covered Activities to further minimize take of Covered Species.	ITP Condition # 7.7	Entire Project	Permittee	
49	The Designated Biologist shall make every effort to locate nests if the Covered Species is suspected or confirmed within the Project Area. The Designated Biologist shall observe any ground animal burrow entrances for signs of the Covered Species. To confirm a suspected Covered Species nest, the Designated Biologist may block/cover any burrow entrance with a jar/vial (or similar) of appropriate size for no more than 30 minutes or until a bumble bee is detected. The Designated Biologist shall also observe bunch grasses, thatched annual grasses, brush piles, old bird nests, dead trees, or hollow logs to determine if a potential nest could be present. The Designated Biologist shall identify the species of bumble bee if a bumble bee is detected.	ITP Condition # 7.8	Entire Project	Permittee	
50	If a Covered Species nest is detected or suspected, the Permittee, in consultation with the Designated Biologist, shall prohibit or immediately stop all Covered Activities within 50 feet of the nest. Designated Biologist shall delineate the 50-foot buffer and notify all workers not to enter the environmentally sensitive area. The Designated Representative or Designated Biologist shall contact CDFW's Regional Representative within 24 hours for further consultation (see Condition of Approval 6.4). The Designated Biologist shall record the nest location with a GPS (including datum and horizontal accuracy in feet) and include photographs and a map of the nest location as part of notification to CDFW's Regional Representative. Permittee shall increase the size and/or modify the environmentally sensitive area buffer upon notice from CDFW. Permittee shall maintain buffers until further instructions from CDFW's Regional Representative.	ITP Condition # 7.9	Entire Project	Permittee	
51	If Covered Activities are suspended for longer than three (3) days during the Colony Active Period (February 1 through August 31), the Designated Biologist shall perform one visual survey when survey conditions are met (see Condition of Approval 7.7) prior to re-starting Covered Activities.	ITP Condition # 7.10	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
52	During the Colony Active Period (February 1 - August 31), the Designated Biologist shall conduct daily visual sweeps of the designated work areas for Covered Species at the start of and throughout the workday. The Designated Biologist shall intermittently repeat visual sweeps throughout the daily work window because the Covered Species is unlikely to be active before the start of daily Covered Activities that initiate prior to 8:00 AM. If the Covered Species is detected or suspected, the Designated Biologist shall follow requirements under Condition of Approval 6.3, 6.6, 7.8, and 7.9. After initial vegetation clearing has been completed, the frequency of daily visual sweeps may be modified after Permittee consults with and obtains written approval from CDFW.	ITP Condition #7.11	Entire Project	Permittee	
53	Permittee shall not use pesticides such as herbicides, insecticides, or rodenticides within the Project Area. If pesticides must be used, including for habitat restoration and enhancement, Permittee shall consult with CDFW and may only use pesticides upon CDFW's written approval (see Condition of Approval 7.13).	ITP Condition #7.12	Entire Project	Permittee	
54	<p>If pesticide use is approved by CDFW, Permittee shall submit to CDFW for its review and approval a Pesticide Use Plan to Avoid and Minimize Impacts to Crotch's Bumble Bee (Pesticide Use Plan). The Pesticide Use Plan shall describe Best Management Practices to avoid and minimize adverse effects of pesticide use on individuals of the Covered Species and Covered Species habitat adjacent to the Project Area.</p> <p>Permittee shall incorporate the following (at a minimum) into the Pesticide Use Plan: (1) follow best management practices described by Xerces Society's Guidance to Protect Habitat from Pesticide Contamination, California Department of Pesticide Regulation, and the University of California's Division of Agriculture and Natural Resources Statewide Integrated Pest Management Program's Best Management Practices to protect bees from pesticides; (2) avoid mixtures with adjuvants containing alkylphenol ethoxylates, (3) avoid use of soil fumigants, which penetrate the soil and can poison ground nesting bees; (4) avoid spraying herbicides, especially on plants that are in bloom to minimize direct or indirect contact the Covered Species; (5) use targeted methods only; (6) pesticide application shall be conducted when the Covered Species is overwintering (i.e., outside of the Colony Active Period) to the maximum extent practicable; (7) avoid the use of pesticides marked with the U.S. Environmental Protection Agency's bee hazard icon; and (8) preferentially use chemicals that are rated green/III in the University of California Integrated Pest Management Bee Precaution Database and chemicals of the least toxic products at the least concentrated application when possible.</p>	ITP Condition #7.13	Entire Project	Permittee	
POST CONSTRUCTION					
55	Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes into fully covered trash receptacles with secure lids.	ITP Condition #5.15	Completion of Covered Activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
56	No later than 45 days after the completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.	ITP Condition #6.7	No later than 45 days after completion of all mitigation measures	Permittee	



BIOLOGIST RESUME

Project Name: Click or tap here to enter text.

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

SECTION I. NAME AND CONTACT INFORMATION	
Name:	Title:
Company Name & Address:	
Phone:	Email:

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

SECTION III. ROLE(S) AND PERMIT REQUIREMENTS
Requested Role(s):
Relevant LSA Agreement Measures or ITP Conditions ² :

SECTION IV. SPECIES AND RESOURCE EXPERIENCE – SUMMARY			
<i>This section summarizes experience by special status species and other resource. Use one row for each species or other resource where surveys or special protections are required in the CESA ITP or LSA Agreement for which biologist approval is requested.³ If more space is needed, add rows to this table. Provide details in Section V.</i>			
Species or Resource	Number of Field Seasons & Hours, Life Stages Observed <small>Provide project details in Section 5</small>	Life History Knowledge <small>Describe formal workshops & training with dates, or informal training details</small>	CDFW SCP, MOU, & USFWS 10a1a Authorization Number & Authorized Activities <small>This form does not fulfill SCP, MOU, & USFWS 10a1a reporting requirements</small>
Insert Species or Resource 1	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:
Insert Species or Resource 2	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:
Insert Species or Resource 3	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:

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

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



Project Name: Click or tap here to enter text.

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

SECTION V. SPECIES AND RESOURCE EXPERIENCE – DETAILS	
<i>This section details experience from the <u>three</u> most recent and relevant projects for each species and resource identified in Section IV. If more space is needed, attach additional pages in the same table format (i.e., copy/paste format).</i>	
SPECIES OR RESOURCE 1:	
Project 1 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s)⁴:	
Survey Type(s)⁵:	
Construction Monitoring⁶ Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDB⁷ (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDB, why:	
CDFW and Other Agency Email:	
Project 2 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring: Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:

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

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

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

⁷ CNDDDB is the abbreviation for California Natural Diversity Database.



**State of California - Department of Fish and Wildlife
BIOLOGIST RESUME**

Project Name: Click or tap here to enter text.

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

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



Project Name: Click or tap here to enter text.

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

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



Project Name: Click or tap here to enter text.

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

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



BIOLOGIST RESUME

Project Name: Click or tap here to enter text.

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

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

[Financial institution letterhead]

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

Issue Date: **[date]**

Beneficiary:

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

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

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

Dear Sirs:

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

6. The Certificate shall be completed and signed by an Authorized Representative of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.
7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled or the Principal Sum will be reduced upon receipt by us of Certificate of Cancellation/Reduction, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.
12. An Authorized Representative shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Manager of CDFW's Habitat Conservation Planning Branch.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat Conservation Planning Branch, 960 Riverside Parkway, Suite 90, West Sacramento, CA 95605, Attn: HCPB Mitigation Funds; and (ii) for the Applicant: [***name and address of applicant***].

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

[Name of financial institution]

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

ATTACHMENT A

CERTIFICATE FOR DRAWING

[CDFW Letterhead]

[Date]

[Name and address of financial institution]

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

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

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

Therefore, CDFW has executed and delivered this certificate as of this ___day of **[month]**, **[year]**.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

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

ATTACHMENT B

CERTIFICATE FOR CANCELLATION/REDUCTION

[*CDFW Letterhead*]

[*Date*]

[*Name and address of financial institution*]

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

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

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

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

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

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