



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

California Endangered Species Act
Incidental Take Permit No. 2081-2025-011-03

7TH ST GRADE SEPARATION EAST 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). (See Cal. Code Regs., tit. 14, § 783.4.)

Permittee:	Alameda County Transportation Commission
Principal Officer:	Jhay Delos Reyes, PE, Director of Project Delivery and Construction
Contact Person:	Jhay Delos Reyes, (510) 208.7400
Mailing Address:	1111 Broadway, Suite 800, Oakland, CA 94607

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 **October 1, 2030.**

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 5.7 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.

II. Project Location:

The 7th St Grade Separation East Project (Project) is located on 7th Street between Interstate 880 and Maritime Street within the City of West Oakland, Alameda County (See Figure 1). East of the tracks is another yard associated with Pacific Transload Systems, another set of railroad tracks, and Interstate 880 further east. The coordinates of the burrow location are latitude 37.810528 and longitude -122.307933.

III. Project Description:

The Alameda County Transportation Commission, in partnership with the City of Oakland and the Port of Oakland, is implementing the Alameda County 7th Street Grade Separation East Project (Project), to realign and reconstruct the existing substandard railroad underpass on 7th Street between Interstate 880 and Maritime Street in West Oakland.

Reconstruction of the existing railroad underpass on 7th Street will increase clearance for trucks, upgrade the underpass structure to meet current geometric and seismic standards, and improve the shared pedestrian/bicycle pathway.

The Project includes construction of a new depressed grade separation for 7th Street between Maritime Street and Bay Street in Oakland on 17.3 acres, 7.3 acres of which will be used for staging. The majority of the Project area is paved and includes roads, parking areas, storage for trucks and large containers. Small patches of bare soil, gravel, and ruderal grassland exist in the center portion of the Project.

Project activities include deep soil mixing walls, retaining walls, a pump station, the Kinder Morgan Gas Line utility bridge, railroad bridge, seal slab, and waterproofing.

Schedule

Construction is expected to commence immediately following issuance of the ITP. The project is anticipated to end on October 1, 2030.

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

This ITP covers the following species:

Name

CESA Status³

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

1. Western burrowing owl (*Athene cunicularia hypugaea*) Candidate⁴

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

V. Impacts of the Taking on Covered Species:

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above that are expected to result in incidental take of individuals of the Covered Species include: vehicle and foot traffic; storage and handling of construction materials and equipment on-site; deep soil mixing rig and excavation activities; heavy equipment operation; ground-disturbing activities including grading, excavation, trenching, augering, backfilling, and compacting; installation, and/or removal of structures and equipment; and relocation activities prescribed by this ITP (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality ("kill") may occur as a result of Covered Activities such as burrows being crushed by heavy equipment; direct mortality if the owl is present during any excavation required for the project; being injured or killed if passive exclusion is not conducted properly and absence of the owl is not properly confirmed prior to the destruction of the burrow; not inhabiting either of the two mitigation burrows proposed in the project Burrowing Owl Relocation Plan; being exposed to chemicals or other hazardous substances through dermal contact or direct ingestion (for example, through pesticide application, or storage or improper disposal of hazardous materials onsite); and being entangled in erosion control materials and/or exclusion fencing.

Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so of the Covered Species from owl abandonment from disturbance due to the Project; from surveying and relocating operations; from noise caused by deep soil mixing (90 dB), excavators, concrete pumps and trucks; vibration related to construction caused by the deep soil mixing rig and excavation activities; construction lighting for night work during which concrete pouring and off-hauling soil will occur. The areas where authorized take of the Covered Species is expected to occur include the entire project area of 17.3 acres, 7.3 acres of which will be used for staging (collectively, the Project Area).

The Project is expected to cause the permanent loss of 0.174 acres of habitat for the Covered Species. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation

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.

and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include stress resulting from noise, light and vibrations from excavation, augering and capture and relocation, and long-term effects due to increased pollution, displacement from preferred habitat, increased competition for food and space, increased vulnerability to predation, and from capture and relocation.

VI. Incidental Take Authorization of Covered Species:

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

VII. Conditions of Approval:

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

- 1. Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
- 2. CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Environmental Impact Report (SCH No. 2001082058) adopted by Port of Oakland on November 30, 2021 as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
- 3. ITP Time Frame Compliance:** Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.

4. General Provisions:

- 4.1. Designated Representative.** Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
- 4.2. Designated Biologist(s) and Biological Monitor(s).** Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) and Biological Monitor(s) using the Biologist Resume Form (Attachment 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.
- 4.3. Designated Biologist Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.

- 4.4. Education Program.** Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.
- 4.5. Construction Monitoring Documentation.** The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.
- 4.6. Trash Abatement.** Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 4.7. 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.
- 4.8. Erosion Control Materials.** Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.

- 4.9. Delineation of Property Boundaries.** Before starting Covered Activities, 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.
- 4.10. Delineation of Habitat.** Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 4.11. Project Access.** Project-related personnel shall access the Project Area using existing routes, and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 4.12. Staging Areas.** Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the 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 4.11 of this ITP.
- 4.13. Hazardous Waste.** Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 4.14. CDFW Access.** Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.

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

5. Monitoring, Notification and Reporting Provisions:

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

5.2. Notification of Non-Compliance. The Designated Representative 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.

5.3. Compliance Monitoring. The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections a minimum of once per week periods of inactivity and after clearing, grubbing, excavation, and grading are completed. The Designated Biologist shall conduct compliance inspections to:

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

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

- 5.4. Monthly Compliance Report.** The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 5.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Marcus Griswold (Marcus.Griswold@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.
- 5.5. Annual Status Report.** Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 5.4; (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.
- 5.6. CNDDDB Observations.** The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.
- 5.7. Final Mitigation Report.** No later than 45 calendar days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing

when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.

5.8. 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's Regional Representative by email at Marcus.Griswold@wildlife.ca.gov and by phone at (707) 815-6451. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.

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

6.1. Protocol-Level Surveys. Prior to starting construction-related Covered Activities, the Designated Biologist shall complete protocol-level overwintering and nesting surveys following the methodology described in the Staff Report on Burrowing Owl Mitigation, Appendix D (2012), found at <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843&inline>. Surveys shall include a minimum of four visits and shall consist of walking line transects spaced 23 feet to 66 feet (7 to 20 meters) apart, or as close to this method as the terrain allows. The four survey visits shall include at least one survey between February 15 and April 15, and a minimum of three surveys at least three weeks apart between April 15 and July 15 with at least one survey after June 15. If construction is scheduled to commence by April 15, 2025 then the Designated Biologist shall conduct a minimum of one survey prior to the start of construction. If construction is scheduled to commence after April 15, 2025, the Designated Biologist shall conduct a sufficient number of surveys based

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on the date of the start of construction in consultation with the CDFW Representative. The Designated Biologist shall submit the results of the survey to CDFW at least 15 calendar days prior to beginning construction-related Covered Activities or other timeframe approved by CDFW, or within 24 hours prior to beginning construction-related Covered Activities if surveys overlap with the pre-construction avoidance surveys.

- 6.2. Pre-Construction Avoidance Surveys.** No more than 14 calendar days prior to beginning construction-related Covered Activities, the Designated Biologist shall conduct at least two surveys using the methods described in the CDFW Staff Report on Burrowing Owl Mitigation, Appendix D (2012) (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843&inline>) or other appropriate method if agreed upon in writing by CDFW, at least seven days apart, with the final survey conducted no more than 48 hours prior to beginning Covered Activities. Pre-construction surveys may be conducted as part of the protocol-level surveys. The Designated Biologist shall submit the results of the survey to CDFW within 24 hours prior to beginning Covered Activities. If changes in burrowing owl presence are detected (e.g., burrowing owl have moved onsite or changed burrow use), the Designated Biologist shall contact the CDFW Representative by phone or email within 24 hours of the observation to consult on appropriate measures to avoid or minimize impacts of the Project to burrowing owl. If a lapse in project-related work of 14 calendar days or longer occurs, Permittee shall contact the CDFW Representative by phone or email and may be required to conduct additional surveys before work may be reinitiated.
- 6.3. Covered Activity Seasonal Restrictions.** Permittee shall not conduct Covered Activities during the breeding season, beginning February 1 to August 31, within 656 feet (200 meters) of any occupied burrows until young have dispersed and are fledged, independently foraging, and no longer using the burrows or burrow complex, and/or the adults are no longer nesting.
- 6.4. No-Disturbance Buffers.** Permittee shall clearly delineate a no-disturbance buffer of 656 feet (200 meters) or more for high-disturbance activities, including but not limited to, use of heavy equipment such as cranes, excavators, and similar activities, around all known occupied or potential burrowing owl nesting, roosting, and satellite burrows within and adjacent to 656 feet (200 meters) of the Project Area with posted markers demarking the area to avoid, using stakes, flags, and/or rope or cord to minimize the disturbance of burrowing owl habitat. The nesting season for western burrowing owl is defined as February 1 to August 31. During the non-nesting season from September 1 to January 31, Permittee shall delineate a no-disturbance buffer of at least 164 feet (50 meters) around all known occupied

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or potential burrowing owl burrows. The Designated Biologist may reduce the buffer distances based on the behavior of the owls and with prior approval by the CDFW Representative. The Designated Biologist may also reduce the buffer distances for low to moderate-impact activities, such as vehicle traffic and use of staging areas. CDFW approval for reduced buffers shall be determined by construction type, activity, and duration; individual behavior; stage of reproductive cycle; and site conditions at each specific nesting burrow. Permittee shall change the method of marking the no-disturbance buffers if corvids, raptors, or other predators are observed perching on marking materials. Permittee shall delineate the no-disturbance buffer with different materials than those used to delineate the Project Area. Permittee shall remove and properly dispose of all materials used for delineation immediately upon completion of the Project.

- 6.5. Daily Monitoring.** The Designated Biologist(s) shall be present at all times during Covered Activities to monitor the behavior of any burrowing owl at or within at least 656 feet (200 meters) of the Covered Activities and at least once daily. The Designated Biologist(s) shall have the authority to stop work and increase the buffers if the owls exhibit distress and/or abnormal behavior (e.g., excessive vocalizations, defensive flights at intruders, flushing frequently, or otherwise displaying agitated behavior) from Covered Activities. Permittee shall not resume Covered Activities until the Designated Biologist has consulted CDFW and both the Designated Biologist and CDFW confirm that the burrowing owl's behavior has normalized. Daily monitoring may cease when the burrow is vacant because the nest is abandoned; young have dispersed and are fledged, independently foraging, and no longer using the burrows or burrow complex; and/or the adults are no longer nesting at determined by the Designated Biologist.
- 6.6. No-Disturbance Buffer Reduction.** The Permittee may submit a no-disturbance buffer reduction request in writing to the CDFW Representative to allow for burrow preservation where impacts can be reasonably avoided, and for burrows to be available to burrowing owls post-construction. Such requests should include visual burrow identification (e.g., flagging) and continued monitoring until Covered Activities are complete. The buffer reduction request shall include at a minimum a monitoring report from the Designated Biologist that documents the burrows for 60 minutes per day for 14 consecutive days to determine if the birds have not displayed any courtship behavior and are not in the process of egg-laying or incubation, or all juveniles from the occupied burrows have fledged and moved out of the Project Area.

- 6.7. Burrowing Owl Observation.** Permittee shall ensure all workers inform the Designated Biologist if they encounter a burrowing owl at or within 656 feet (200 meters) of any future or currently active construction work site within the Project Area. All Covered Activities with potential to take the burrowing owl as determined by the Designated Biologist shall cease until the animal moves away from activities on its own. The Designated Biologist or Representative shall contact the CDFW Regional Representative by phone or email within 24 hours of the observation. The Designated Biologist shall make every effort to locate the active burrow(s) and set up and maintain a no-disturbance buffer as specified in this ITP. If an occupied nest (with eggs or young) is observed within a future or currently active construction site, and a previously approved no-disturbance buffer cannot be feasibly implemented, the Designated Biologist shall immediately contact the CDFW Representative for consultation. If a burrowing owl is found injured or an occupied nest (with eggs or young) is confirmed to be abandoned, Permittee shall follow requirements described in Condition of Approval 5.8 and the CDFW-approved Burrow Exclusion, Excavation and Monitoring Plan.
- 6.8. Entrapment Inspections.** The Designated Biologist shall visually inspect any pipes, debris piles, culverts, pallet stacks, burrow exclusion installations, or similar structures with a diameter greater than 4.3 inches (11 centimeters) for burrowing owl before the material is moved, buried, or capped. The Designated Biologist shall inspect all open holes and trenches within the Project Area at a minimum of twice a day and immediately prior to backfilling. If any worker discovers that burrowing owl have become trapped, they shall halt Covered Activities and notify the Designated Biologist immediately. Project workers and the Designated Biologist shall allow the burrowing owl to escape unimpeded if possible, or a Designated Biologist shall move the burrowing owl out of harm's way before allowing work to resume.
- 6.9. Detering Predator Attraction.** Permittee shall avoid attracting burrowing owl predators to the Project Area. To the greatest extent feasible, Permittee shall modify Project-related tall structures, fences, or other materials that could be used as perches for ravens, great horned owls, hawks and eagles to discourage perching. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs. Permittee shall ensure all trash be removed from the Project Area or firmly secured daily. Large equipment that is not in use for multiple days shall be covered or stored away from burrowing owl complexes to prevent avian predators from using large equipment as perches.

- 6.10. Domestic Animals.** Permittee shall prohibit domestic and working animals from the Project Area and site access routes during Covered Activities, except for those that are possessed by authorized security personnel or federal, state, or local law enforcement officials, dogs used in official and CDFW approved monitoring procedures/protocols, or service dogs under Title II and Title III of the American with Disabilities Act. Permittee shall prohibit all domestic dogs from entering the no-disturbance buffers. Permittee shall prohibit any form of domestic birds from entering the Project Area to reduce the risk of transferring avian influenza, sticktight fleas, or other disease or pests to burrowing owls.
- 6.11. Use of Rodenticide and Poison.** At no time during the life of the Project shall rodenticides or other poisons used in the control of burrowing animals be used by Permittee in the Project Area or within mitigation lands. Permittee may only use pesticides registered with the California Department of Pesticide Regulation (CDPR). Any dyes included in the pesticides must be EPA-registered dyes approved for use in California. All pesticides shall be applied in accordance with labeled instructions and regulations set by CDPR. Labeled instructions for the pesticide(s) used shall be made available to CDFW upon request. No pesticides shall be applied when wind speeds exceed 5 miles per hour.
- 6.12. Lighting.** Throughout construction and the lifetime operations of the Project, Permittee shall eliminate all nonessential lighting throughout the Project Area and avoid or limit the use of artificial light at night during the hours of dawn and dusk when many wildlife species are most active. Permittee shall ensure that all lighting for the Project is fully shielded, cast downward and directed away from surrounding open-space, burrows or burrowing owl habitat, reduced in intensity to the greatest extent possible, and does not result in lighting trespass, including glare, into surrounding areas or upward into the night sky (see the International Dark-Sky Association standards at <http://darksky.org/>). Permittee shall ensure use of LED lighting with a correlated color temperature of 2,700 Kelvins or less.
- 6.13. Light Pole Modification and Shielding.** All light poles or sources of illumination, including new or replacement installations, shall be installed with the appropriate shielding to avoid excessive light pollution into natural landscapes or aquatic habitat within the project corridor in coordination with CDFW. In addition, the light pole arm length and mast heights should be modified to site-specific conditions to reduce excessive light spillage into natural landscapes or aquatic habitat within the project corridor. In areas with sensitive natural landscapes or aquatic habitat, the project should also analyze and determine if placing the light poles at non-standard intervals

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and decreasing the number of light output sources has the potential to further reduce excessive light pollution in sensitive areas.

- 6.14. Excavation of Refuge Habitat.** All excavation of potential refuge features, including small-mammal burrows, individual rocks and rock piles, and other accessible features with an entrance diameter of greater than or equal to 2 inches shall be carried out by hand by the Designated Biologist. Tool use for excavation shall be limited to a hand trowel or garden spade. Burrows shall be excavated to the terminus of each branch or until the burrow diameter is less than 1 inch.
- 6.15. Burrow Exclusion, Excavation and Monitoring Plan.** Permittee shall avoid disturbing any known or potential burrowing owl burrows unless they are in an area of direct ground disturbance (e.g., grading areas, excavation areas) or the burrow location poses a risk of direct harm to burrowing owl individuals. Permittee shall ensure suitable habitat is present within approximately 350 feet of the original burrow prior to exclusion. Prior to any burrowing owl exclusion or burrow excavation, Permittee shall submit an Exclusion, Excavation and Monitoring Plan (Exclusion Plan) to CDFW for written approval 15 calendar days, or other timeframe approved by CDFW, prior to any burrowing owl exclusion. The Exclusion Plan shall identify all known burrows including those that are occupied, unoccupied, and of unknown status. All burrows that cannot be avoided shall be clearly identified. The Exclusion Plan shall describe the methods by which the Permittee will exclude owls and excavate burrows.

In addition, the Exclusion Plan shall include the following measures:

- Permittee shall not exclude paired burrowing owl from burrows where there is evidence of activity (sign is present, burrow contains eggs and/or young, or owls have been seen at the entrance or carrying prey) during the nesting season (generally February 1 to August 31).
- If naturally occurring suitable burrows are absent or in numbers insufficient to support owls within dispersal distance, artificial burrows may be installed. If artificial burrows will be used, the Exclusion Plan shall describe construction and installation methods and specific locations.
- Burrows that are outside the areas of direct ground disturbance but close enough to the work area that they may be dangerous for burrowing owls to inhabit shall remain intact and the Designated Biologist shall first monitor to determine vacancy, then block the entrance by installing an object (e.g., sandbags) approved in advance, in writing by

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CDFW, to prevent burrowing owl from entering and using the burrow during Covered Activities. The Designated Biologist shall remove the object immediately after Covered Activities are completed in that work area when the Designated Biologist has determined that potential resumed use of the burrow will not result in harm to burrowing owl. Permittee shall not destroy or modify burrows or exclude burrowing owl from burrows that are beyond the direct footprint of ground disturbance to preempt their use and burrow no-disturbance buffer establishment.

- Exclusionary installations (such as one-way doors) shall be inspected daily by the designated biologist to ensure they are functioning properly.
- Permittee shall not excavate active burrowing owl burrows until the nestlings are fully fledged, are independently foraging, and are no longer dependent on the adults or burrow complex.
- The Designated Biologist shall excavate potential or known burrowing owl burrows that cannot be avoided according to the Exclusion Plan only after the Designated Biologist has determined that a burrowing owl is not currently present following eviction/exclusion after at least two consecutive days of monitoring with tracking medium or an infra-red camera(s). Burrow excavation shall be accomplished by careful hand excavation of the entire length of the burrow, until it is certain no individuals are inside. Burrows shall then be filled with soil, and compacted to ensure that burrowing owl cannot reenter or use the burrow during Covered Activities. If the excavation process reveals burrowing owl eggs, young, or adults, then burrow excavation shall cease immediately and monitoring as described above shall be conducted/resumed. Permittee shall contact the CDFW Regional Representative by phone or email within 24 hours of the observation and get written guidance prior to proceeding with burrow filling if an individual burrowing owl does not vacate the partially excavated burrow within a reasonable timeframe.

6.16. Artificial Burrows. If destruction of occupied burrows cannot be avoided and the Designated Biologist cannot determine that suitable unoccupied burrows exist outside of the impact area but close enough to be useful to excluded owls, Permittee shall install artificial burrows within approximately 350 and up to 800 feet of the original burrow prior to eviction of the burrows that will be excavated (or further if necessary, with written concurrence from CDFW). Permittee shall ensure that at least two suitable alternate burrows are available for each burrowing owl to be evicted. Permittee shall provide detailed plans for the location, construction, installation and maintenance of

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any artificial burrows in the Exclusion Plan (see Condition of Approval 6.15). In addition, the artificial burrows should incorporate the following protective measures:

- A buffer zone should be established around the burrows and markers or signs indicating the presence of the burrows and buffer should be placed. Educational signage also can be posted to reduce the probability of disturbance. Care should be taken to place signage in a manner that maintains visibility for burrowing owls and is far enough away for people to read the sign without approaching too close to the burrow.
- Do not use a backhoe to backfill the soil because it can easily displace the chamber position and other crush other components. Backfill by hand and tamp soil firmly over the pipe and around the main chamber. This will prevent the soil from settling and leaving a divot.
- Place rocks around the entrance to prevent coyotes and dogs from digging.
- Support each side of the pipe entrance with rocks. This will prevent damage to the pipe by large top rocks.
- Pre-relocation monitoring: The site should be monitored to establish baseline conditions related to burrowing owl use of the site and factors associated with disturbance of the selected burrow locations (e.g. foot or vehicle traffic, presence of predators).
- Post relocation monitoring: The qualified biologist must conduct surveys prior to, during, and after exclusion of owls for a sufficient period of time to ensure that take is avoided. The project area should be monitored daily for one week following relocation to determine if there is owl use of the artificial burrows before excavation of burrows in the immediate impact zone. Occasional monitoring of the artificial burrows will be conducted during the breeding and non-breeding seasons over the three years following installation to determine if owls are using the artificial burrows. The results of the monitoring will be documented and reported to CDFW. The reports will include:
 - The date and time of visit(s) including weather and visibility conditions; methods of survey.
 - Report and map the location of all BUOW and signs of owls including prey remains, feathers, pellets, white-wash.

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- Report the behavior of the owl(s) observed and whether it is an adult or juvenile.
- Any pertinent information regarding the artificial burrows.
- Photographs of observed owls and artificial burrows.
- The artificial burrows must be cleaned and inspected for structural soundness on an annual basis for a period of three years, after it has been confirmed that the burrows are not in use, between September and October. Burrows may become clogged with soil or vegetation. A qualified biologist must be present during cleaning and maintenance. CDFW will review the three-year monitoring reports, and after the three-year report is submitted, may at their discretion request that the Permittee continue to maintain and monitor the artificial burrows based on the condition of the artificial burrows and compliance with required maintenance.
 - Annual maintenance should begin with an inspection.
 - Blocked burrows should be dug out and damaged burrows (such as burrows partially dug out by coyotes or other predators) need to be excavated and repaired.
 - Maintenance activities should also occur after seasonal rains have subsided (when possible) to ensure that erosion does not compromise the artificial burrow structures.
 - Part of annual maintenance should include an evaluation of the burrow entrance topography to lessen the chances of erosion-related deterioration of the artificial burrows.
 - The entrance should not contain any areas where water could pool, and the apron of the burrow should slope away from the entrance so that water cannot run into the burrow.
 - Care should be taken not to trim vegetation too close to the ground, which can lead to erosion into the burrow entrance during rainstorm.
 - Surrounding foraging habitat on-site should be kept low and open to provide burrowing owls with an unobstructed view of potential predators.

6.17. Covered Species Injury. If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition 5.8. Notification shall include the name of the facility where the animal was taken.

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

To meet this requirement, the Permittee shall purchase 0.4 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 7.2 below. Purchase of Covered Species credits must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 8 below for all uncompleted obligations.

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

- 7.1.1. Purchase of 0.4 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank is estimated at **\$20,000.00**.
- 7.1.2. Restoration of on-site temporary effects to Covered Species habitat as described in Condition of Approval 6.16, includes establishment and protection of two artificial burrows at a total cost of **\$6,400.00**.
- 7.1.3. 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 at a total cost of **\$40,000.00**.

- 7.2. Covered Species Credits.** If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 0.4 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of this ITP if Security is provided pursuant to Condition of Approval 8 below. Prior to purchase of Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittee shall submit to CDFW a copy of the Bill of Sale(s) and Payment Receipt prior to initiating Covered Activities or within 18 months from issuance of this ITP if Security is provided.
- 7.3. Habitat Management Lands Acquisition and Protection.** If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall:
- 7.3.1. Fee Title. Transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.
- 7.3.2. 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,

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

- 7.3.3. HM Lands Approval. Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species;
- 7.3.4. HM Lands Documentation. Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services;
- 7.3.5. Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.
- 7.3.6. Start-Up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see optional management plan template at <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736>) (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage;

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

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

7.4. Endowment Fund. If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with this ITP, the conservation easement, and the management plan required by Condition of Approval 7.3.6. 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.

After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and

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

- 7.4.1. 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).

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

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

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

7.4.2.2.1. 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.

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

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

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

7.4.4. 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

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kind governing the holding, investment, management, and/or disbursement of the Endowment funds.

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

7.5. 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.

8. 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 7 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

8.1. Security Amount. The Security shall be in the amount of **\$66,400.00** or in the amount identified in 7.1 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 7.1 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.

8.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.

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

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

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

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8.6. Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.

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

- Copy of Bill of Sale(s) and Payment Receipt(s) or Credit Transfer Agreement for the purchase of Covered Species credits; and
- Timely submission of all required reports.

Even if Security is provided, the Permittee must complete the 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.

VIII. 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.

IX. 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

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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.

X. 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.

XI. 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 (2081-2025-011-03) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Erin Chappell, Regional Manager
California Department of Fish and Wildlife – Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
R3CESA@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:

Marcus Griswold
California Department of Fish and Wildlife – Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
Marcus.Griswold@wildlife.ca.gov

XII. 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, Port of Oakland. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Biological Resources section of the Environmental Impact Report (SCH No. 2001082058) dated 2002 and 2012 addendum that the Port of Oakland on adopted for 2002 Oakland Army Base Redevelopment on November 30, 2021. At the time the lead agency adopted the EIR and approved the Project it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

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

XIII. 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 Port of Oakland 2002 Oakland Army Base Redevelopment EIR, and consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

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- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of avoidance zones; (3) worker education; (4) Monthly Compliance Reports; (5) artificial burrow installation. 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 0.4 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 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.

XIV. Attachments:

- FIGURE 1 Project Location
- 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 5/6/2026 _____.

DocuSigned by:

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 Erin Chappell, Regional Manager
 Bay Delta Region



SOURCE: © OpenStreetMap (and) contributors, CC-BY-SA, Maxar

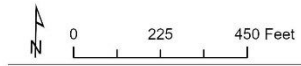


FIGURE 1
Project Elements and BUOW Burrows
7th Street Grade Separation East Project

Attachment 1

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
CALIFORNIA ENDANGERED SPECIES ACT
INCIDENTAL TAKE PERMIT NO. 2081-2025-011-03**

PERMITTEE: Alameda County Transportation Commission

PROJECT: 7th St Grade Separation East Project

PURPOSE OF THE MMRP

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

OBLIGATIONS OF PERMITTEE

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

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

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

TABLE OF MITIGATION MEASURES

The following items are identified for each mitigation measure: Mitigation Measure, Source, Implementation Schedule, Responsible Party, and Status/Date/Initials. The Mitigation Measure column summarizes the mitigation requirements of the ITP. The Source column identifies the ITP condition that sets forth the mitigation measure. The Implementation Schedule column shows the date or phase when each mitigation measure will be implemented. The

Responsible Party column identifies the person or agency that is primarily responsible for implementing the mitigation measure. The Status/Date/Initials column shall be completed by the Permittee during preparation of each Status Report and the Final Mitigation Report, and must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining the status.

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	BEFORE DISTURBING SOIL OR VEGETATION				
1	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.	ITP Condition # 4.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
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) and Biological Monitor(s) using the Biologist Resume Form (Attachment 2) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall 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 # 4.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
3	Education Program. Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.	ITP Condition # 4.4	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee and Designated Biologist	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
4	Trash Abatement. Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition # 4.6	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
5	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.	ITP Condition # 4.9	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
6	Delineation of Habitat. Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.	ITP Condition # 4.10	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
7	CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.	ITP Condition # 4.14	Before commencing ground- or vegetation-disturbing activities/ Entire Project/Post-Project	Permittee	
8	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.	ITP Condition # 5.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Designated Representative	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
9	<p>Protocol-Level Surveys. Prior to starting construction-related Covered Activities, the Designated Biologist shall complete protocol-level overwintering and nesting surveys following the methodology described in the Staff Report on Burrowing Owl Mitigation, Appendix D (2012), found at https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843&inline. Surveys shall include a minimum of four visits and shall consist of walking line transects spaced 23 feet to 66 feet (7 to 20 meters) apart, or as close to this method as the terrain allows. The four survey visits shall include at least one survey between February 15 and April 15, and a minimum of three surveys at least three weeks apart between April 15 and July 15 with at least one survey after June 15. If construction is scheduled to commence by April 15, 2025 then the Designated Biologist shall conduct a minimum of one survey prior to the start of construction. If construction is scheduled to commence after April 15, 2025, the Designated Biologist shall conduct a sufficient number of surveys based on the date of the start of construction in consultation with the CDFW Representative. The Designated Biologist shall submit the results of the survey to CDFW at least 15 calendar days prior to beginning construction-related Covered Activities or other timeframe approved by CDFW, or within 24 hours prior to beginning construction-related Covered Activities if surveys overlap with the pre-construction avoidance surveys.</p>	ITP Condition # 6.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Designated Biologist	
10	<p>Pre-Construction Avoidance Surveys. No more than 14 calendar days prior to beginning construction-related Covered Activities, the Designated Biologist shall conduct at least two surveys using the methods described in the CDFW Staff Report on Burrowing Owl Mitigation, Appendix D (2012) (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843&inline) or other appropriate method if agreed upon in writing by CDFW, at least seven days apart, with the final survey conducted no more than 48 hours prior to beginning Covered Activities. Pre-construction surveys may be conducted as part of the protocol-level surveys. The Designated Biologist shall submit the results of the survey to CDFW within 24 hours prior to beginning Covered Activities. If changes in burrowing owl presence are detected (e.g., burrowing owl have moved onsite or changed burrow use), the Designated Biologist shall contact the CDFW Representative by phone or email within 24 hours of the observation to consult on appropriate measures to avoid or minimize impacts of the Project to burrowing owl. If a lapse in project-related work of 14 calendar days or longer occurs, Permittee shall contact the CDFW Representative by phone or email and may be required to conduct additional surveys before work may be reinitiated.</p>	ITP Condition # 6.2	14 days before commencing ground- or vegetation-disturbing activities	Designated Biologist	
11	<p>Covered Activity Seasonal Restrictions. Permittee shall not conduct Covered Activities during the breeding season, beginning February 1 to August 31, within 656 feet (200 meters) of any occupied burrows until young have dispersed and are fledged, independently foraging, and no longer using the burrows or burrow complex, and/or the adults are no longer nesting.</p>	ITP Condition # 6.3	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
12	<p>No-Disturbance Buffers. Permittee shall clearly delineate a no-disturbance buffer of 656 feet (200 meters) or more for high-disturbance activities, including but not limited to, use of heavy equipment such as cranes, excavators, and similar activities, around all known occupied or potential burrowing owl nesting, roosting, and satellite burrows within and adjacent to 656 feet (200 meters) of the Project Area with posted markers demarking the area to avoid, using stakes, flags, and/or rope or cord to minimize the disturbance of burrowing owl habitat. The nesting season for western burrowing owl is defined as February 1 to August 31. During the non-nesting season from September 1 to January 31, Permittee shall delineate a no-disturbance buffer of at least 164 feet (50 meters) around all known occupied or potential burrowing owl burrows. The Designated Biologist may reduce the buffer distances based on the behavior of the owls and with prior approval by the CDFW Representative. The Designated Biologist may also reduce the buffer distances for low to moderate-impact activities, such as vehicle traffic and use of staging areas. CDFW approval for reduced buffers shall be determined by construction type, activity, and duration; individual behavior; stage of reproductive cycle; and site conditions at each specific nesting burrow. Permittee shall change the method of marking the no-disturbance buffers if corvids, raptors, or other predators are observed perching on marking materials. Permittee shall delineate the no-disturbance buffer with different materials than those used to delineate the Project Area. Permittee shall remove and properly dispose of all materials used for delineation immediately upon completion of the Project.</p>	ITP Condition # 6.4	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
13	<p>Daily Monitoring. The Designated Biologist(s) shall be present at all times during Covered Activities to monitor the behavior of any burrowing owl at or within at least 656 feet (200 meters) of the Covered Activities and at least once daily. The Designated Biologist(s) shall have the authority to stop work and increase the buffers if the owls exhibit distress and/or abnormal behavior (e.g., excessive vocalizations, defensive flights at intruders, flushing frequently, or otherwise displaying agitated behavior) from Covered Activities. Permittee shall not resume Covered Activities until the Designated Biologist has consulted CDFW and both the Designated Biologist and CDFW confirm that the burrowing owl's behavior has normalized. Daily monitoring may cease when the burrow is vacant because the nest is abandoned; young have dispersed and are fledged, independently foraging, and no longer using the burrows or burrow complex; and/or the adults are no longer nesting at determined by the Designated Biologist.</p>	ITP Condition # 6.5	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Designated Biologist(s)	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
14	<p>No-Disturbance Buffer Reduction. The Permittee may submit a no-disturbance buffer reduction request in writing to the CDFW Representative to allow for burrow preservation where impacts can be reasonably avoided, and for burrows to be available to burrowing owls post-construction. Such requests should include visual burrow identification (e.g., flagging) and continued monitoring until Covered Activities are complete. The buffer reduction request shall include at a minimum a monitoring report from the Designated Biologist that documents the burrows for 60 minutes per day for 14 consecutive days to determine if the birds have not displayed any courtship behavior and are not in the process of egg-laying or incubation, or all juveniles from the occupied burrows have fledged and moved out of the Project Area.</p>	ITP Condition # 6.6	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee or Designated Biologist(s)	
15	<p>Burrowing Owl Observation. Permittee shall ensure all workers inform the Designated Biologist if they encounter a burrowing owl at or within 656 feet (200 meters) of any future or currently active construction work site within the Project Area. All Covered Activities with potential to take the burrowing owl as determined by the Designated Biologist shall cease until the animal moves away from activities on its own. The Designated Biologist or Representative shall contact the CDFW Regional Representative by phone or email within 24 hours of the observation. The Designated Biologist shall make every effort to locate the active burrow(s) and set up and maintain a no-disturbance buffer as specified in this ITP. If an occupied nest (with eggs or young) is observed within a future or currently active construction site, and a previously approved no-disturbance buffer cannot be feasibly implemented, the Designated Biologist shall immediately contact the CDFW Representative for consultation. If a burrowing owl is found injured or an occupied nest (with eggs or young) is confirmed to be abandoned, Permittee shall follow requirements described in Condition of Approval 5.8 and the CDFW-approved Burrow Exclusion, Excavation and Monitoring Plan.</p>	ITP Condition # 6.7	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Designated Biologist(s)	
16	<p>Permittee shall purchase 0.4 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 7.2 below. Purchase of Covered Species credits must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 8 below for all uncompleted obligations.</p>	ITP Condition # 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
17	<p>Cost Estimates. For the purposes of determining the Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to complete acquisition, protection, and perpetual management of the HM lands as follows:</p> <p>Purchase of 0.4 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank is estimated at \$20,000.00.</p> <p>Restoration of on-site temporary effects to Covered Species habitat as described in Condition of Approval 6.16, includes establishment and protection of two artificial burrows at a total cost of \$6,400.00.</p> <p>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 at a total cost of \$40,000.00.</p>	ITP Condition # 7.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
18	<p>Covered Species Credits. If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 0.4 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of this ITP if Security is provided pursuant to Condition of Approval 8 below. Prior to purchase of Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittee shall submit to CDFW a copy of the Bill of Sale(s) and Payment Receipt prior to initiating Covered Activities or within 18 months from issuance of this ITP if Security is provided.</p>	ITP Condition # 7.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

<p>19</p>	<p>Habitat Management Lands Acquisition and Protection. If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall:</p> <p>Fee Title. Transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.</p> <p>Conservation Easement. If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the "doctrine of merger" could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement.</p> <p>HM Lands Approval. Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species;</p> <p>HM Lands Documentation. Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services;</p> <p>Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise</p>	<p>ITP Condition # 7.3</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	
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	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	<p>specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.</p> <p>Start-Up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see optional management plan template at https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736) (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage;</p> <p>Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management.</p> <p>Permittee shall either (1) provide Security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.</p>				

<p>20</p>	<p>Endowment Fund. If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with this ITP, the conservation easement, and the management plan required by Condition of Approval 7.3.6. 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.</p> <p>After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.</p> <p>Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended.</p> <p>Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e).</p> <p>Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081 (b)(3) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081 (b)(3).</p>	<p>ITP Condition # 7.4</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	
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<p>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.</p> <p>Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.</p> <p>Endowment Buffers/Assumptions. Permittee shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:</p> <p>10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.</p> <p>Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.</p> <p>Non-Annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.</p> <p>Transfer Long-Term Endowment Funds. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.</p> <p>Management of the Endowment. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>Notwithstanding Probate Code sections 18501-18510, the Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any</p>				
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	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	<p>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>				
21	<p>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.</p>	<p>ITP Condition # 7.5</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	

<p>22</p>	<p>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 7 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <p>Security Amount. The Security shall be in the amount of \$66,400.00 or in the amount identified in 7.1 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 7.1 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.</p> <p>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.</p> <p>Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.</p> <p>Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.</p> <p>Security Transmittal. Permittee shall transmit security to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.</p> <p>Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.</p> <p>Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:</p> <p>Copy of Bill of Sale(s) and Payment Receipt(s) or Credit Transfer Agreement for the purchase of Covered Species credits; and</p> <p>Timely submission of all required reports.</p> <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,</p>	<p>ITP Condition # 8</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	
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	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	if the Permittee does not complete these requirements within the specified timeframe.				
DURING CONSTRUCTION					
23	Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.	ITP Condition # 4.3	Entire Project	Permittee, Designated Biologist	
24	Construction Monitoring Documentation. The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.	ITP Condition # 4.5	Entire Project	Permittee, Designated Biologist	
25	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.	ITP Condition # 4.7	Entire Project	Permittee	
26	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.	ITP Condition # 4.8	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
27	Project Access. Project-related personnel shall access the Project Area using existing routes, and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.	ITP Condition # 4.11	Entire Project	Permittee	
28	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 4.11 of this ITP.	ITP Condition # 4.12	Entire Project	Permittee	
29	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.	ITP Condition # 4.13	Entire Project	Permittee	
30	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.	ITP Condition # 5.2	Entire Project	Designated Representative	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
31	<p>Compliance Monitoring. The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections a minimum of once per week periods of inactivity and after clearing, grubbing, excavation, and grading are completed. The Designated Biologist shall conduct compliance inspections to:</p> <p>(1) minimize incidental take of the Covered Species;</p> <p>(2) prevent unlawful take of species;</p> <p>(3) check for compliance with all measures of this ITP;</p> <p>(4) check all exclusion zones; and</p> <p>(5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area.</p> <p>The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.</p>	ITP Condition # 5.3	Entire Project	Designated Representative or Designated Biologist	
32	<p>Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 5.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Marcus Griswold (Marcus.Griswold@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.</p>	ITP Condition # 5.4	Entire Project	Designated Representative or Designated Biologist	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
33	Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 5.4; (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 # 5.5	Entire Project	Permittee	
34	CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.	ITP Condition # 5.6	Entire Project	Designated Biologist	
35	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's Regional Representative by email at Marcus.Griswold@wildlife.ca.gov and by phone at (707) 815-6451. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.	ITP Condition # 5.8	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
36	<p>Entrapment Inspections. The Designated Biologist shall visually inspect any pipes, debris piles, culverts, pallet stacks, burrow exclusion installations, or similar structures with a diameter greater than 4.3 inches (11 centimeters) for burrowing owl before the material is moved, buried, or capped. The Designated Biologist shall inspect all open holes and trenches within the Project Area at a minimum of twice a day and immediately prior to backfilling. If any worker discovers that burrowing owl have become trapped, they shall halt Covered Activities and notify the Designated Biologist immediately. Project workers and the Designated Biologist shall allow the burrowing owl to escape unimpeded if possible, or a Designated Biologist shall move the burrowing owl out of harm's way before allowing work to resume.</p>	ITP Condition # 6.8	Entire Project	Designated Biologist(s)	
37	<p>Detering Predator Attraction. Permittee shall avoid attracting burrowing owl predators to the Project Area. To the greatest extent feasible, Permittee shall modify Project-related tall structures, fences, or other materials that could be used as perches for ravens, great horned owls, hawks and eagles to discourage perching. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs. Permittee shall ensure all trash be removed from the Project Area or firmly secured daily. Large equipment that is not in use for multiple days shall be covered or stored away from burrowing owl complexes to prevent avian predators from using large equipment as perches.</p>	ITP Condition # 6.9	Entire Project	Permittee	
38	<p>Domestic Animals. Permittee shall prohibit domestic and working animals from the Project Area and site access routes during Covered Activities, except for those that are possessed by authorized security personnel or federal, state, or local law enforcement officials, dogs used in official and CDFW approved monitoring procedures/protocols, or service dogs under Title II and Title III of the American with Disabilities Act. Permittee shall prohibit all domestic dogs from entering the no-disturbance buffers. Permittee shall prohibit any form of domestic birds from entering the Project Area to reduce the risk of transferring avian influenza, sticktight fleas, or other disease or pests to burrowing owls.</p>	ITP Condition #6.10	Entire Project	Permittee	
39	<p>Use of Rodenticide and Poison. At no time during the life of the Project shall rodenticides or other poisons used in the control of burrowing animals be used by Permittee in the Project Area or within mitigation lands. Permittee may only use pesticides registered with the California Department of Pesticide Regulation (CDPR). Any dyes included in the pesticides must be EPA-registered dyes approved for use in California. All pesticides shall be applied in accordance with labeled instructions and regulations set by CDPR. Labeled instructions for the pesticide(s) used shall be made available to CDFW upon request. No pesticides shall be applied when wind speeds exceed 5 miles per hour.</p>	ITP Condition # 6.11	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
40	Lighting. Throughout construction and the lifetime operations of the Project, Permittee shall eliminate all nonessential lighting throughout the Project Area and avoid or limit the use of artificial light at night during the hours of dawn and dusk when many wildlife species are most active. Permittee shall ensure that all lighting for the Project is fully shielded, cast downward and directed away from surrounding open-space, burrows or burrowing owl habitat, reduced in intensity to the greatest extent possible, and does not result in lighting trespass, including glare, into surrounding areas or upward into the night sky (see the International Dark-Sky Association standards at http://darksky.org/). Permittee shall ensure use of LED lighting with a correlated color temperature of 2,700 Kelvins or less.	ITP Condition # 6.12	Entire Project	Permittee	
41	Light Pole Modification and Shielding. All light poles or sources of illumination, including new or replacement installations, shall be installed with the appropriate shielding to avoid excessive light pollution into natural landscapes or aquatic habitat within the project corridor in coordination with CDFW. In addition, the light pole arm length and mast heights should be modified to site-specific conditions to reduce excessive light spillage into natural landscapes or aquatic habitat within the project corridor. In areas with sensitive natural landscapes or aquatic habitat, the project should also analyze and determine if placing the light poles at non-standard intervals and decreasing the number of light output sources has the potential to further reduce excessive light pollution in sensitive areas.	ITP Condition # 6.13	Entire Project	Permittee	
42	Excavation of Refuge Habitat. All excavation of potential refuge features, including small-mammal burrows, individual rocks and rock piles, and other accessible features with an entrance diameter of greater than or equal to 2 inches shall be carried out by hand by the Designated Biologist. Tool use for excavation shall be limited to a hand trowel or garden spade. Burrows shall be excavated to the terminus of each branch or until the burrow diameter is less than 1 inch.	ITP Condition # 6.14	Entire Project	Designated Biologist(s)	

<p>43</p>	<p>Burrow Exclusion, Excavation and Monitoring Plan. Permittee shall avoid disturbing any known or potential burrowing owl burrows unless they are in an area of direct ground disturbance (e.g., grading areas, excavation areas) or the burrow location poses a risk of direct harm to burrowing owl individuals. Permittee shall ensure suitable habitat is present within approximately 350 feet of the original burrow prior to exclusion. Prior to any burrowing owl exclusion or burrow excavation, Permittee shall submit an Exclusion, Excavation and Monitoring Plan (Exclusion Plan) to CDFW for written approval 15 calendar days, or other timeframe approved by CDFW, prior to any burrowing owl exclusion. The Exclusion Plan shall identify all known burrows including those that are occupied, unoccupied, and of unknown status. All burrows that cannot be avoided shall be clearly identified. The Exclusion Plan shall describe the methods by which the Permittee will exclude owls and excavate burrows.</p> <p>In addition, the Exclusion Plan shall include the following measures:</p> <ul style="list-style-type: none"> • Permittee shall not exclude paired burrowing owl from burrows where there is evidence of activity (sign is present, burrow contains eggs and/or young, or owls have been seen at the entrance or carrying prey) during the nesting season (generally February 1 to August 31). • If naturally occurring suitable burrows are absent or in numbers insufficient to support owls within dispersal distance, artificial burrows may be installed. If artificial burrows will be used, the Exclusion Plan shall describe construction and installation methods and specific locations. • Burrows that are outside the areas of direct ground disturbance but close enough to the work area that they may be dangerous for burrowing owls to inhabit shall remain intact and the Designated Biologist shall first monitor to determine vacancy, then block the entrance by installing an object (e.g., sandbags) approved in advance, in writing by CDFW, to prevent burrowing owl from entering and using the burrow during Covered Activities. The Designated Biologist shall remove the object immediately after Covered Activities are completed in that work area when the Designated Biologist has determined that potential resumed use of the burrow will not result in harm to burrowing owl. Permittee shall not destroy or modify burrows or exclude burrowing owl from burrows that are beyond the direct footprint of ground disturbance to preempt their use and burrow no-disturbance buffer establishment. • Exclusionary installations (such as one-way doors) shall be inspected daily by the designated biologist to ensure they are functioning properly. • Permittee shall not excavate active burrowing owl burrows until the nestlings are fully fledged, are independently foraging, and are no longer dependent on the adults or burrow complex. 	<p>ITP Condition # 6.15</p>	<p>Entire Project</p>	<p>Permittee</p>	
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	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	<ul style="list-style-type: none"> The Designated Biologist shall excavate potential or known burrowing owl burrows that cannot be avoided according to the Exclusion Plan only after the Designated Biologist has determined that a burrowing owl is not currently present following eviction/exclusion after at least two consecutive days of monitoring with tracking medium or an infra-red camera(s). Burrow excavation shall be accomplished by careful hand excavation of the entire length of the burrow, until it is certain no individuals are inside. Burrows shall then be filled with soil, and compacted to ensure that burrowing owl cannot reenter or use the burrow during Covered Activities. If the excavation process reveals burrowing owl eggs, young, or adults, then burrow excavation shall cease immediately and monitoring as described above shall be conducted/resumed. Permittee shall contact the CDFW Regional Representative by phone or email within 24 hours of the observation and get written guidance prior to proceeding with burrow filling if an individual burrowing owl does not vacate the partially excavated burrow within a reasonable timeframe. 				

<p>40</p>	<p>Artificial Burrows. If destruction of occupied burrows cannot be avoided and the Designated Biologist cannot determine that suitable unoccupied burrows exist outside of the impact area but close enough to be useful to excluded owls, Permittee shall install artificial burrows within approximately 350 and up to 800 feet of the original burrow prior to eviction of the burrows that will be excavated (or further if necessary, with written concurrence from CDFW). Permittee shall ensure that at least two suitable alternate burrows are available for each burrowing owl to be evicted. Permittee shall provide detailed plans for the location, construction, installation and maintenance of any artificial burrows in the Exclusion Plan (see Condition of Approval 6.15). In addition, the artificial burrows should incorporate the following protective measures:</p> <ul style="list-style-type: none"> • A buffer zone should be established around the burrows and markers or signs indicating the presence of the burrows and buffer should be placed. Educational signage also can be posted to reduce the probability of disturbance. Care should be taken to place signage in a manner that maintains visibility for burrowing owls and is far enough away for people to read the sign without approaching too close to the burrow. • Do not use a backhoe to backfill the soil because it can easily displace the chamber position and other crush other components. Backfill by hand and tamp soil firmly over the pipe and around the main chamber. This will prevent the soil from settling and leaving a divot. • Place rocks around the entrance to prevent coyotes and dogs from digging. • Support each side of the pipe entrance with rocks. This will prevent damage to the pipe by large top rocks. • Pre-relocation monitoring: The site should be monitored to establish baseline conditions related to burrowing owl use of the site and factors associated with disturbance of the selected burrow locations (e.g. foot or vehicle traffic, presence of predators). • Post relocation monitoring: The qualified biologist must conduct surveys prior to, during, and after exclusion of owls for a sufficient period of time to ensure that take is avoided. The project area should be monitored daily for one week following relocation to determine if there is owl use of the artificial burrows before excavation of burrows in the immediate impact zone. Occasional monitoring of the artificial burrows will be conducted during the breeding and non-breeding seasons over the three years following installation to determine if owls are using the artificial burrows. The results of the monitoring will be documented and reported to CDFW. The reports will include: <ul style="list-style-type: none"> o The date and time of visit(s) including weather and visibility conditions; methods of survey. 	<p>ITP Condition # 6.16</p>	<p>Entire Project</p>	<p>Designated Biologist(s)</p>	
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Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
<ul style="list-style-type: none"> o Report and map the location of all BUOW and signs of owls including prey remains, feathers, pellets, white-wash. o Report the behavior of the owl(s) observed and whether it is an adult or juvenile. o Any pertinent information regarding the artificial burrows. o Photographs of observed owls and artificial burrows. • The artificial burrows must be cleaned and inspected for structural soundness on an annual basis for a period of three years, after it has been confirmed that the burrows are not in use, between September and October. Burrows may become clogged with soil or vegetation. A qualified biologist must be present during cleaning and maintenance. CDFW will review the three-year monitoring reports, and after the three-year report is submitted, may at their discretion request that the Permittee continue to maintain and monitor the artificial burrows based on the condition of the artificial burrows and compliance with required maintenance. o Annual maintenance should begin with an inspection. o Blocked burrows should be dug out and damaged burrows (such as burrows partially dug out by coyotes or other predators) need to be excavated and repaired. o Maintenance activities should also occur after seasonal rains have subsided (when possible) to ensure that erosion does not compromise the artificial burrow structures. o Part of annual maintenance should include an evaluation of the burrow entrance topography to lessen the chances of erosion-related deterioration of the artificial burrows. o The entrance should not contain any areas where water could pool, and the apron of the burrow should slope away from the entrance so that water cannot run into the burrow. o Care should be taken not to trim vegetation too close to the ground, which can lead to erosion into the burrow entrance during rainstorm. o Surrounding foraging habitat on-site should be kept low and open to provide burrowing owls with an unobstructed view of potential predators. 				

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
41	Covered Species Injury. If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition 5.8. Notification shall include the name of the facility where the animal was taken.	ITP Condition # 6.17	Entire Project	Designated Biologist(s)	
POST-CONSTRUCTION					
42	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.	ITP Condition # 4.15	Post-construction/ Entire Project	Permittee	
43	Final Mitigation Report. No later than 45 calendar days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.	ITP Condition # 5.7	Within 45 days of completion of all mitigation measures / Entire Project	Designated Biologist	



Department of Fish and Wildlife

BIOLOGIST RESUME FORM

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

Completing this form will ensure the receipt of adequate information and expedite CDFW review of qualifications.

SECTION I. NAME AND CONTACT INFORMATION

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

SECTION II. EDUCATION

College/University & Degree Type Related to Natural Resource Science:	
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

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 5.

Species or Resource	Number of Field Seasons & Hours, Life Stages Observed <i>Provide project details in Section 5</i>	Life History Knowledge <i>Describe formal workshops & training with dates, or informal training details</i>	CDFW SCP, MOU, & USFWS 10a1a Authorization Number & Authorized Activities <i>This form does not fulfill SCP, MOU, & USFWS 10a1a reporting requirements</i>
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.

SECTION V. SPECIES AND RESOURCE EXPERIENCE – DETAILS

This section details experience from the three most recent and relevant projects for each species and resource identified in Section 4. If more space is needed, attach additional pages in the same table format (i.e., copy/paste format).

A. Species or Resource:			
Project 1 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s) ⁴ :	
Survey Type(s) ⁵ :		Construction Monitoring ⁶ :	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB ⁷ (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 & End Dates:	
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 & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:

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.

**Project Name:
LSA Agreement/ITP Number(s):**

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:			

B. Species or Resource:			
Project 1 Name & Location:		Project Start & End Dates:	
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 2 Name & Location:		Project Start & End Dates:	
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 & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:

**Project Name:
LSA Agreement/ITP Number(s):**

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:			

C. Species or Resource:			
Project 1 Name & Location:		Project Start & End Dates:	
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 2 Name & Location:		Project Start & End Dates:	
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 & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:

Project Name:
LSA Agreement/ITP Number(s):

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:			

[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
Post Office Box 944209
Sacramento, CA 94244-2090
Attn: HCPB Contract Coordinator

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 Chief 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, Post Office Box 944209, Sacramento, CA 94244-2090, Attn: HCPB Contract Coordinator; and (ii) for the Applicant: [***name and address of applicant***].

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

[Name of financial institution]

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

ATTACHMENT A

CERTIFICATE FOR DRAWING

[CDFW Letterhead]

[Date]

[Name and address of financial institution]

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

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

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

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

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

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