



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. 2081-2024-009-03

RIGHETTI PROPERTY DEVELOPMENT PROJECT

I. Authority:

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

Permittee:	Righetti Partners, L.P.
Principal Officer and Contact Person:	Matthew Righetti, (415) 983-0900 Matt@righettilaw.com
Mailing Address:	Post Office Box 11429 Zephyr Cove, NV 89448

II. Effective Date and Expiration Date of this ITP:

This ITP is effective as of the date signed by CDFW below. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **December 31, 2031**.

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

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

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

III. Project Location:

The Righetti Property Development Project (Project) is located north of Interstate 580 (I-580) between Croak Road and Doolan Road in eastern City of Dublin, Alameda County (center point approximately 37.705556°, -121.837506°; Figure 1). The Project footprint includes all of Assessor's Parcel Number (APN) 905-1-5-2 and is bounded by the East Ranch Residential Development Project to the north, by undeveloped private lands to the west and east, and by I-580 to the south. The future Dublin Boulevard Extension (DBE) Project bisects the Project site.

The Project is expected to include an off-site mitigation property and an amendment to this ITP may be required to provide take coverage if impacts to the Covered Species will occur on the mitigation property. The location of the mitigation property will be determined upon CDFW approval of proposed mitigation lands.

IV. Project Description:

The Project includes the development of approximately 48.35 acres of undeveloped California annual grassland into a mixed-use development.

Construction activities associated with the DBE Project (between proposed Parcels 3 and 4) are not part of this Project and are not covered by this ITP. However, Project construction in Parcels 3 and 4 is dependent upon site access and utilities that will be provided by the extension of Dublin Boulevard. Construction of the DBE Project is expected to take place between April 2028 through April 2030.

Grading

Approximately 48.48 acres of the Project site will be graded in a single phase for development. Following this single phase of rough grading, the residential, industrial, and commercial areas will potentially be developed at different points in time. The site is a hillside development and generally slopes downward from the northeast corner of the Project site to southward to the I-580 right-of-way. The Project is proposing bulk grading to flatten the Project site where necessary to allow for intended future uses. The grading proposed for the Project will take into consideration the hilly terrain and will be designed to avoid excessive cuts and fills. The grading plan (Figure 2), provides detail regarding the proposed grading, including the locations of keyways and temporary sediment basins that will be constructed during grading. A geotechnical keyway will be constructed at the toe of a large slope between the two northernmost development parcels, and several minor keyways will be graded at the toes of smaller slopes in other locations, as indicated on Figure 2. Three sediment basins, one along the southern edge of the northern development parcel, one in the west-central part of the site, and the third along the southern edge

of the site, will be constructed to capture runoff during grading. The three detention basins will become part of the Stormwater Management Plan, discussed below, however the west-central basin will be reduced in size after construction.

The proposed location and dimensions of the permanent bioretention basins, or stormwater quality (SWQ) basins are shown in the Stormwater Management Plan of the Project, dated December 26, 2025 (Figure 3). SWQ Basin 1, on the southern edge of the north Project area covers approximately 0.26 acres and will be approximately 623.5 feet length and 7.8 feet in width; SWQ Basin 2, located just north of the future Dublin Boulevard, covers approximately 0.57 acres and will be approximately 283.8 feet in length and 87 feet in width, and SWQ Basin 3, at the southern end of the Project area covers approximately 0.74 acres and will be approximately 323.7 feet at maximum length and 113.3 feet at maximum width. The bioretention basins will have minimum ponding depths of six inches and minimum infiltration rates of five inches per hour.

The Project activities include site preparation and equipment staging; import and export of materials; operation of vehicles and heavy equipment; vegetation clearing and maintenance; grading, recontouring, and compaction of soil; cut and fill, trench digging, and other excavation; construction of roads, walkways, parking lots, fences, buildings, light fixtures, and other structures; installation of landscaping and irrigation; installation of utility infrastructure (water, wastewater, stormwater, gas, and electricity); operation and maintenance of sediment and bioretention basins; and other activities.

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

This ITP covers the following species:

<u>Name</u>	<u>CESA Status</u> ³
1. California tiger salamander (<i>Ambystoma californiense</i>)	Threatened ⁴

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

VI. Impacts of the Taking on Covered Species:

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above expected to result in incidental take of individuals of the Covered Species include initial site

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

⁴ See Cal. Code Regs. tit. 14 § 670.5, subd. (b)(3)(G).

preparation and equipment staging; import and export of materials; operation of vehicles and heavy equipment; clearing and maintenance of vegetation (grubbing, mowing, and disking), grading, recontouring, and compaction of soil; excavation, trenching and backfilling; construction and demolition of structures and equipment, including utility infrastructure; construction of roads and walkways; handling of stockpiles and stored materials; operation and maintenance of sediment and bioretention basins; as well as other development and CDFW-approved mitigation land management and Covered Species monitoring activities related to the Project (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 vehicle/equipment strikes and/or materials placement (crushing); burrow collapse associated with earthwork, vegetation removal and/or vehicle passage (entombment, crushing, and/or suffocation); equipment laydown, trenching, other excavations, grading, pile driving, laying of foundations, and landscaping installation (direct contact with sharp objects and/or blunt-force trauma); placement of spoils and/or fill materials (entombment, crushing, and/or suffocation); detention basin design, operation, and maintenance (desiccation of eggs, entrapment, direct contact with maintenance equipment, and/or chemical poisoning); exposure to contaminated water or soils from dust control, irrigation activities, or other point source pollution resulting from construction (chemical poisoning); and entanglement in erosion control materials and/or exclusion fencing (strangulation and/or immobility). 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 when individuals of the Covered Species are salvaged and/or relocated out of harm's way as required by this ITP. Covered Activities could also cause loss of individual Covered Species during habitat enhancement, maintenance, and monitoring on the Project's mitigation property. The areas where authorized take of the Covered Species is expected to occur include the entire Project site and the Project's mitigation property (collectively, the Project Area).

The Project is expected to cause the permanent loss of 48.35 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 and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include stress resulting from noise and vibrations from ground disturbance, equipment operation, and traffic; stress resulting from capture and relocation; increased exposure or stress from artificial lighting or other sources of disorientation; introduction or spread of invasive species; loss of burrowing habitat used for shelter, reproduction, and escape cover; increased vulnerability to predation; exposure to contaminants through introduction of contaminated water,

contaminated substrates, hazardous materials, and/or vehicle and equipment fuels and fluids; exposure to pathogens through introduction of contaminated water; and long-term effects due to displacement from preferred habitat, barriers to movement to and increased travel distance to breeding habitat (decreased reproductive output, energetic expenses, exposure to predation and elements), changes in drainage patterns that favor different vegetative growth, and/or increased pollution. Lastly, fire sparking as a result of equipment operation could result in burning or loss of habitat (change in vegetation composition) and food supply (change in prey resources). Individuals displaced due to habitat loss and degradation may be unable to survive in adjacent areas if these areas are at carrying capacity or are unsuitable for colonization.

VII. Incidental Take Authorization of Covered Species:

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

VIII. Conditions of Approval:

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for vehicular ingress and egress, staging and parking, and noise and vibration generating activities that may 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 sections of the *Eastern Dublin General Plan Amendment and Specific Plan Environmental Impact Report* (EIR) (SCH No.: 91103064) certified by the City of Dublin City Council on May 10, 1993 with addendums dated May 4, 1993 including Statement of Overriding Considerations (Resolution Nos. 51-93 and 53-93) and August 22, 1994 (collectively the *Eastern Dublin EIR; EDEIR*); the *East Dublin Properties Stage 1*

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RIGHETTI PROPERTY DEVELOPMENT PROJECT

Development Plan and Annexation Final Revised Supplemental EIR (SCH No.: 2001052114; *Stage 1 EIR*) certified by City of Dublin City Council on April 2, 2002 including Statement of Overriding Considerations (Resolution No. 40-02) and related *Resource Management Plan for the East Dublin Properties* accepted by the City of Dublin City Council and dated July 2, 2004; the *Fallon Village Supplemental EIR* (SCH No. 2005062010; *Fallon EIR*) certified by the City of Dublin City Council on December 6, 2005 with Statement of Overriding Considerations (Resolution No. 222-05); and the *Righetti Property Stage 2 Planned Development CEQA Addendum* and related Initial Study when adopted by City of Dublin. The City of Dublin is lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).

- 3. ESA Compliance:** Permittee shall implement and adhere to the terms and conditions related to the Covered Species in the *Programmatic Biological Opinion for U.S. Army Corps of Engineers (Corps) Permitted Projects Utilizing the East Alameda County Conservation Strategy that May Affect Federally Listed Species in East Alameda County, California (Corps File Number 2011-00230S)* (USFWS Reference Nos. 08ESMF00-2012-F-0092-1 and 2022-0001667) for the Project pursuant to the Federal Endangered Species Act (ESA). For purposes of this ITP, where the terms and conditions for the Covered Species in the federal authorization are less protective of the Covered Species or otherwise conflict with this ITP, the conditions of approval set forth in this ITP shall control.
- 4. ITP Time Frame Compliance:** Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.
- 5. General Provisions:**
 - 5.1. Designated Representative.** Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
 - 5.2. Designated Biologist(s) and Biological Monitor(s).** Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) 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.

- 5.3. Designated Biologist Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Area and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.
- 5.4. Education Program.** Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the

program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.

- 5.5. Construction Monitoring Documentation.** The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project Area upon request by CDFW.
- 5.6. Trash Abatement.** Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 5.7. Dust Control.** Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 5.8. Erosion Control Materials.** Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat. Acceptable substitutes include coconut coir matting. To limit introduction of invasive plant species, if erosion control materials include straw, Permittee shall ensure that it is rice straw and/or weed-free straw (and that use of hay is avoided). Permittee shall ensure that erosion control materials will not create a barrier to movement of California tiger salamander.
- 5.9. Delineation of Property Boundaries.** Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.

- 5.10. Delineation of Habitat.** Permittee shall clearly delineate habitat of the Covered Species within the Project Area that will **not** be directly impacted by grading or construction with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 5.11. Project Access.** Project-related personnel shall access the Project Area using existing routes or routes identified in the Project Description, and shall not cross Covered Species' habitat outside of, or en route to, the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 15 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 5.12. Staging Areas.** Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 5.11 of this ITP.
- 5.13. Hazardous Waste.** Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 5.14. CDFW Access.** Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 5.15. Additional Impacts to Habitat.** No take beyond the permanent loss of 48.35 acres of upland habitat for the Covered Species shall occur unless this ITP is amended by CDFW prior to additional impacts.

Invasive Species

5.16. Prevention of Spread of Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (for example algae, fungi, parasites, and bacteria) from one Project Area and/or waterbody to another. Prevention best management practices (BMPs) and guidelines for invasive plants can be found on the Cal-IPC's website. and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website. Permittee shall incorporate BMPs to minimize risk of introduction and/or spread of *Phytophthora* spp. within the Project Area.

General and Construction

5.17. Construction Schedule. Permittee shall submit a final construction schedule to CDFW at least 15 calendar days prior to the start of Project construction activities. The construction schedule shall identify the approximate beginning and completion date of each phase of the Project and for each Project activity within those phases. During the Project construction period, Permittee shall notify CDFW of any major changes in the construction schedule at least seven days prior to the change being implemented.

5.18. Emergency Response Plan. Before the onset of work, Permittee shall prepare an Emergency Response Plan describing actions that will be taken in case of a fire or other natural disaster or in case of a human-generated disaster, such as a spill or release of hazardous materials. An emergency phone tree, including contact information for all appropriate disaster management agencies and natural resources agencies, shall be included in the plan and should be posted on-site in a visible location. The Emergency Response Plan shall specify containment procedures for hazardous substances, with emphasis on avoidance of the aquatic features in the Project Area.

5.19. Artificial Lighting. To the maximum extent feasible, Permittee shall ensure that work after sunset is avoided. If night-time work cannot be avoided, it will be limited in extent, duration, and brightness to the maximum extent feasible. No earthmoving activities or overland travel shall take place during night-time work. All night-time work and construction-related traffic shall be suspended during rain events. Lighting shall be faced downward and shall only be used in the immediate workspace. Permittee shall provide notification to CDFW at least 24 hours prior to conducting night-time activities.

5.20. Firearms and Dogs. Permittee shall prohibit firearms and domestic dogs from the Project Area and Project Area access routes during Covered Activities,

except those in the possession of authorized security personnel or local, State, or federal law enforcement officials.

- 5.21. Wildfire Prevention.** If the Project Area is within a high or very high Fire Hazard Severity Zone (refer to <https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones>) or the risk of fire danger is high based on seven-day predictions from CDFW-approved forecasts, Permittee shall mow access pathways, staging areas and work areas before allowing heavy equipment and vehicles to access the site. Non-living vegetative debris shall be cleared from around the immediate work footprint, and basic fire suppression supplies shall be kept on-site at all times.
- 5.22. 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.
- 5.23. V-Ditches.** V-ditches shall be designed so that their walls do not form an angle greater than 45° with the substrate, and shall have velocity breaks at regular intervals that will allow for refuge and volitional escape by the Covered Species. V-ditches shall not direct or lead the Covered Species into hazardous or terminal (dead-end) areas.

6. Monitoring, Notification and Reporting Provisions:

- 6.1. Notification Before Commencement.** The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.
- 6.2. Notification of Non-Compliance.** The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.
- 6.3. Compliance Monitoring.** The Designated Biologist or Biological Monitor shall be on-site daily when Covered Activities occur, including the Covered Activities on the disturbed 1.26 acres on the north end of the property. The Designated Biologist or Biological Monitor shall conduct compliance

inspections a minimum of once a week during periods of inactivity and after clearing, grubbing, and grading are completed. The Designated Biologist shall conduct compliance inspections to:

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

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

- 6.4. Monthly Compliance Report.** The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 6.3 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 Karen Taylor (Karen.Taylor@wildlife.ca.gov), Headquarters CESA Program email is CESA@wildlife.ca.gov, and the Regional CESA email is R3CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.
- 6.5. Annual Status Report.** Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall be prepared by the Designated Biologist and shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 6.4; (2) a general description of the status of the Project Area and Covered Activities, including

actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.

- 6.6. CNDDDB Observations.** The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 30 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. The monthly reports shall include the cumulative number of Covered Species observations within the month and to date since the start of Covered Activities, a map of the Project area showing locations of all Covered Species observations, and a map of the Project area showing locations of monthly Covered Species observations. The Designated Biologist shall submit the observation to notification of Covered Species observation (including species name, date of observation, GPS location [including datum and horizontal error in feet], and labeled photographs of the Covered Species and its observed location) by email to CDFW Regional Representative Karen Taylor (Karen.Taylor@wildlife.ca.gov) within 24 hours of the observation.
- 6.7. Final Mitigation Report.** No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.

6.8. Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken (including for relocation) or injured/damaged 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 the CDFW Regional Representative via email at Karen.Taylor@wildlife.ca.gov, or R3CESA@wildlife.ca.gov, and by calling the Regional Office at (707) 428-2002 and the CDFW Representative at (707) 287-2144 by the end of the business day. 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, GPS location (including GPS error estimated in feet and datum) of the Covered Species, and labeled photographs of the Covered Species and its observation location, explanation as to cause of take or injury, and any other pertinent information.

6.8.1. California Tiger Salamander Salvage. If a Covered Species is found recently deceased, a ½-inch portion of the tail tip shall be removed and placed in a labeled tissue tube with 95 percent ethanol. The remaining carcass, if salvageable, shall be immediately bagged, labeled, and preserved in a freezer. The labels shall include a unique identifier (collection number), species name, time and date of collection, collection location, GPS location (including datum and horizontal error in feet), circumstances surrounding death (if known), collector name and contact information (phone number or email), and ITP tracking number. Tail specimens shall be delivered to:

CDFW Bay Delta Region
Attention: Karen Taylor
2825 Cordelia Road, Suite 100
Fairfield, CA 94534

The remaining carcasses shall be delivered to the following address within two calendar days of the discovery:

CDFW Wildlife Investigations Lab
Attention: Deana Clifford
1701 Nimbus Road, Suite D
Rancho Cordova, CA 95670

7. Take Minimization Measures: The following requirements are intended to ensure the minimization of incidental take of Covered Species in the Project Area during

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Covered Activities. Permittee shall implement and adhere to the following conditions to minimize take of Covered Species:

- 7.1. Covered Species Relocation.** The Designated Biologist shall relocate any Covered Species found within the Project Area to be impacted to an active rodent burrow system as specified in the CDFW-approved Covered Species Relocation Plan (see Condition of Approval 7.2) unless otherwise approved by CDFW in writing. The Designated Biologist shall document both the capture and relocation areas by photographs and GPS positions (including horizontal error in feet and datum). Covered Species shall be photographed and measured in millimeters (snout-vent) for identification purposes prior to relocation. The Designated Biologist shall provide all documentation to the CDFW within 24 hours of Covered Species relocation.
- 7.2. Covered Species Relocation Plan.** The Designated Biologist shall prepare a Covered Species Relocation Plan (Relocation Plan). The Relocation Plan shall include, but not be limited to, an identification of the survey, hand excavation, capture, handling, and relocation methods, and identification of relocation site where the captured Covered Species will be relocated to. The relocation site identified in the Relocation Plan shall be based on the best suitable habitat available and time of year and approved by CDFW prior to the start of Covered Activities. The relocation site shall not be on the development site or at adjacent properties targeted for or in proximity to planned development. In the Relocation Plan, relocation areas within the relocation site shall be identified by the Designated Biologist based upon best suitable habitat available and time of year. The Relocation Plan shall be submitted to CDFW 60 days prior to the beginning of Covered Activities for CDFW approval. Covered Activities may not proceed until the Relocation Plan is approved in writing by CDFW. Only the approved Designated Biologist(s) are authorized to capture and handle the Covered Species.
- 7.3. Temporary Covered Species Barrier.** Prior to commencing any other Covered Activities, Permittee shall install a temporary barrier to prevent the Covered Species from dispersing into the Project Area. The temporary barrier shall be designed to allow Covered Species to leave the Project Area using a one-way funnel or other method approved by CDFW. The temporary barrier shall remain in place and be maintained by Permittee until the Permanent Covered Species Barrier (Condition of Approval 7.4) is installed and approved by CDFW. The Designated Biologist shall inspect the temporary barrier daily when Covered Activities occur, and during and after storm events. The Designated Biologist or other trained staff shall inspect the temporary barrier at least weekly during dry weather when no Covered Activities occur. After

each temporary barrier check, any damage to the barrier shall be repaired within 24 hours. Permittee shall repair damage to the temporary barrier within 48 hours of receiving that report. Permittee shall provide refuge opportunities, such as coverboards (3-foot x 3-foot plywood) or straw wattles, every 100 feet along the temporary barrier on both sides of the temporary barrier. Permittee shall submit to CDFW for approval the location and design of the temporary barrier and refuge opportunities no less than 30 days prior to the proposed start of Covered Activities. The Designated Biologist shall inspect refuge areas each morning during and after rain events. The Designated Biologist shall relocate Covered Species found on either side of the temporary barrier as described in the Relocation Plan (Condition of Approval 7.2). The Permittee shall remove the temporary barrier within 30 days after completion of construction of the Permanent Covered Species Barrier (Condition of Approval 7.4).

- 7.4. Permanent Covered Species Barrier.** Permittee shall install a permanent 12-inch-high, impenetrable barrier along the entire west and north perimeter of the Project Area, after grading and stabilizing activities have been completed and prior to other construction activities unless otherwise approved in writing by CDFW. Permittee shall design the permanent barrier to prevent Covered Species from climbing over it or under it through burrows or cracks. Permittee shall provide refuge opportunities every 100 feet along the outside perimeter of the permanent barrier. Permittee shall submit the permanent barrier design and location to CDFW for approval, in writing, no less than 30 days prior to the proposed start of Covered Activities. Permittee shall ensure the permanent barrier is monitored and maintained in perpetuity **(although the barrier may be removed, or would no longer need to be monitored or maintained, if lands adjacent to the barrier become developed in the future so that the Covered Species can no longer reach the Project Area)**. The Designated Biologist shall inspect the permanent barrier annually prior to October 1 during all phases of the project and shall report type and location of damage to Permittee (Permanent Barrier Inspection Report) within 24 hours of the annual permanent barrier check. Permittee shall repair all damages to the permanent barrier within 5 days of receiving Permanent Barrier Inspection Report. Permittee shall provide funding for perpetual maintenance and monitoring of the permanent barrier through a method approved in writing by CDFW.
- 7.5. Covered Species Barrier Monitoring and Surveys.** The Designated Biologist, or other trained staff during dry weather when no Covered Activities occur, shall inspect all of the temporary barriers at least weekly. The barriers shall be monitored until the permanent barrier is completely installed and approved

by CDFW, and until all ground disturbing activities are completed (as described in Conditions of Approval 7.3 and 7.4). The Designated Biologist shall relocate Covered Species found on either side of the temporary barrier as described in the Relocation Plan (Condition of Approval 7.2). The Designated Biologist shall survey the Project Area for the Covered Species during and after all evening/nighttime storm events that occur prior to completion of grading, scraping, and other vegetation removal. Survey methodology shall be provided to CDFW for approval prior to conducting surveys.

- 7.6. Inspection of Pipes and Culverts.** Permittee shall ensure that all construction pipes or similar structures with a diameter of two inches or greater (including any hollow openings of battery storage containers) and are stored in the Project Area for one or more overnight periods shall be either securely capped prior to storage or thoroughly inspected by the Designated Biologist and/or Biological Monitor for Covered Species or other animals before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If a Covered Species is found, the Designated Biologist shall relocate the individual as described in Conditions of Approval 7.2.
- 7.7. Open Trenches and Keyways.** To prevent inadvertent entrapment of the Covered Species during construction, the Designated Biologist shall check all excavated open holes, sumps, trenches, and keyways for Covered Species no later than 0900 each day and during and after storm events for trapped animals. If a Covered Species is trapped in these features, the Designated Biologist shall remove and relocate the animal(s) to a safe location within suitable habitat (see Condition of Approval 7.2) prior to the start of work activities at that site. At the close of each working day, the Designated Biologist shall ensure all excavated, steep-walled holes or trenches more than six inches deep are provided with one or more escape ramps constructed of earthen fill or wooden planks with a slope of 3:1 (run: rise). Before Permittee fills trenches or holes, the Designated Biologist shall thoroughly inspect them for trapped Covered Species. If a Covered Species is discovered by the Designated Biologist or anyone else, the Designated Biologist shall move the individual as required by Condition of Approval 7.2.
- 7.7.1.** If the open holes, sumps, trenches or excavations cannot be covered, Permittee shall ensure that a temporary barrier shall be installed around any trenches, holes, sumps, or other excavations to prevent Covered Species from becoming trapped. Permittee shall provide refuge opportunities, such as coverboards (3-foot x 3-foot plywood) or straw wattles shall be provided on the outside perimeter of the barrier.

- 7.8. Augering and Excavation.** The Designated Biologist shall inspect all augering and excavation soils material for Covered Species. The Permittee shall ensure auger bits are cleaned by shaking the soil loose and not cleaned by spinning. Permittee shall ensure excavation is coordinated with the Designated Biologist to allow sufficient time to survey the excavated soil.
- 7.9. Detention Basins.** Permittee shall install barriers to minimize potential for California tiger salamander movement into any Detention Basins, if those basins are needed in the project area. If Detention Basins are used, Permittee shall submit a Detention Basin Barrier and Barrier Removal Plan to CDFW no later than 30 days prior to the start of Covered Activities.
- 7.10. Pre-Activity Surveys.** The Designated Biologist shall inspect all ruts and holes near root structures, etc., for Covered Species immediately prior to and during excavation or removal. A Designated biologist shall survey the open areas adjacent to ongoing construction. Multiple biologists may be necessary to survey the area appropriately. If a Covered Species is discovered by the Designated Biologist or anyone else, the Designated Biologist shall move the animal to a safe location per Condition of Approval 7.2 and monitor it until it is determined that it is not imperiled by predators or other dangers.
- 7.11. Daily Work Window.** Permittee shall terminate all Covered Activities 30 minutes before sunset and shall not resume Covered Activities until 30 minutes after sunrise during California tiger salamander migration/active season from November 1 to June 15. Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department or other CDFW-approved source for the geographic area where the Project is located to determine when Covered Activities shall terminate and resume.
- 7.12. Seasonal Work Window.** Permittee shall limit ground-disturbing Covered Activities involving heavy equipment use (including but not limited to excavation, grading, contouring, trenching, road construction and repair, or disking) from May 1 to October 31 (Dry Season, "seasonal work window"), except as otherwise approved in writing by CDFW.
- 7.13. Seasonal Work Window Extension.** Covered Activities involving ground-disturbing and heavy equipment use (including but not limited to excavation, grading, contouring, trenching, road construction and repair, or disking) during the wet season (November 1 to April 30), shall be subject to approval of CDFW. Permittee shall submit requests for extension to the CDFW Regional Representative at least 14 days prior to the desired wet-season start date of Covered Activity.

If CDFW approves wet season work, Permittee shall monitor a CDFW-approved 48-hour hourly forecast for the Project Area and shall ensure that Covered Activities involving ground-disturbing activities and heavy equipment cease 24 hours prior to a 40-percent or greater forecast of precipitation. Covered Activities may resume 24 hours after the precipitation ceases if there is less than a 40 percent change of precipitation in the 24-hour forecast for the Project Area. If CDFW approves wet-season work, the Designated Biologist shall survey the Project area each day precipitation is forecast and the morning after all precipitation events.

Construction activity that is limited to non-ground-disturbing activities (such as above-ground electrical work, or limited driving on improved accessways within the Project Area) is not prohibited during the wet season.

7.14. Project Phasing. If initial site grading is not completed over the entire Project Area prior to November 1, then a temporary covered species barrier (Condition of Approval 7.3) shall be installed between any ungraded portions of the Project Area and the graded portions of the Project Area. The temporary barrier may be adjusted as Covered Activities continue if approved by CDFW.

7.15. California Tiger Salamander Handling and Injury. California tiger salamanders shall be handled and assessed according to the Restraint and Handling of Live Amphibians USGS, National Wildlife Health Center (D. Earl Greene, ARMI SOP NO. 100; 16 February 2001) (Attachment 3). If an injured California tiger salamander is found during the Project term, the individual shall be evaluated by the Designated Biologist who shall then immediately contact the CDFW Regional Representative, via email and telephone, to discuss the next steps. If the CDFW Regional Representative cannot be contacted immediately, the injured California tiger salamander shall be placed in a shaded container and kept moist. If the CDFW Regional Representative is not available or has not responded within 15 minutes of initial attempts then the following steps shall be taken by the Designated Biologist:

7.15.1. If the injury is minor or healing and the California tiger salamander is likely to survive, the Designated Biologist shall immediately release the Covered Species in accordance with the Condition of Approval 7.2.

7.15.2. If it is determined that the California tiger salamander has major or serious injuries as a result of Project-related activities, the Designated Biologist shall immediately take it to the Lindsay Wildlife Experience or another CDFW-approved facility. If taken into captivity, the California tiger salamander shall remain in captivity and not be released into the

wild unless it has been kept in quarantine and the release is authorized by CDFW and the U.S. Fish and Wildlife Service. Permittee shall bear any costs associated with the care or treatment of such injured California tiger salamander. The Designated Biologist shall document the circumstances of the injury, the procedure followed, and the final disposition of the injured animal in a written incident report as described in Condition of Approval 6.8.

7.16. Notification of Non-Native Tiger Salamanders or Hybrids. The Designated Biologist shall immediately notify CDFW if a non-native barred tiger salamander (*Ambystoma tigrinum mavortium*) or Covered Species hybrid is found or suspected within the Project Area within 24 hours by calling CDFW's Regional Representative. The Designated Biologist shall not release any non-native or hybrid salamanders back to the wild until directed to do so by CDFW. The Designated Biologist shall follow the Covered Species Handling and Injury measures outlined in this ITP (Condition of Approval 7.15).

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

To meet this requirement, the Permittee shall either purchase 145.05 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 8.2, below, within the East Alameda County Conservation Strategy (EACCS) CTS north mitigation area (Chapter 3, Figure 3-10, dated October 2010) OR shall provide for both the permanent protection and management of 145.05 acres of Habitat Management (HM) lands pursuant to Condition of Approval 8.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 8.4 below.

Permittee shall provide compensatory habitat consistent with the conservation priorities and mitigation ratios described in EACCS for the Covered Species as confirmed by CDFW.

Additional credits may be required if the CDFW-approved conservation bank site is outside the EACCS CTS North mitigation area. Additional credits may also be required if the Project is not within the Service Area of the CDFW-approved conservation bank. Permittee shall provide CDFW with a copy of the credit

purchase agreement for the required credits prior to commencing Covered Activities.

Purchase of Covered Species credits OR permanent protection and funding for perpetual management of HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 9 below for all uncompleted obligations.

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

- 8.1.1.** Land acquisition costs for HM lands identified in Condition of Approval 8.3 below, estimated at \$20,000.00 per acre for 145.05 acres: **\$2,901,000.00.** Land acquisitions costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements;
- 8.1.2.** Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 8.3.5 below, estimated at **\$233,220.00;**
- 8.1.3.** Interim management period funding as described in Condition of Approval 8.3.6 below, estimated at **\$145,050.00;**
- 8.1.4.** Long-term management funding as described in Condition of Approval 8.4 below, estimated at \$4,800.00 per acre for 145.05 acres: **\$696,240.00.** Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.
- 8.1.5.** Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 8.5, estimated at **\$3,000.00.**
- 8.1.6.** 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 **\$40,000.00**.

- 8.2. Covered Species Credits.** If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 148.83 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 9 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.
- 8.3. 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:
- 8.3.1. 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.
- 8.3.2. 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, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement.

- 8.3.3. 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. HM lands shall meet the minimum habitat requirements for the Covered Species including, but not limited to, (i) one or more aquatic features on-site which have been documented to support successful Covered Species breeding in an average or below average rainfall year (abundance and distribution), or adjacent to aquatic features which have been documented to support successful Covered Species breeding in an average or below average rainfall year (abundance and distribution) and already conserved and managed to the satisfaction of CDFW for the Covered Species, and (ii) no less than 100 acres of suitable upland habitat or adjacent to suitable upland habitat already conserved and managed for Covered Species.
- 8.3.4. 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.
- 8.3.5. 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.

8.3.6. 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://wildlife.ca.gov/Conservation/Planning/Banking/Templates>); (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.

8.3.6.1. The final management plan shall include:

8.3.6.1.1. Repair of one or two stock ponds suitable for Covered Species breeding in non-drought years at mitigation property and restoration and enhancement of adjacent upland habitat during Start-up (if applicable).

8.3.6.1.2. Implementation of grazing management that targets the maintenance of suitable dispersal and upland habitat for the Covered Species.

8.3.6.1.3. Prohibition of pesticides, including but not limited to herbicides and rodent control, unless approved in advance in writing by CDFW.

8.3.7. 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.

- 8.4. 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 8.3.6. 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 monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.

- 8.4.1. 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 30 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 30-day period, the proposal shall be deemed consistent with Section 2081(b)(3).

8.4.2. 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.

8.4.2.1. 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.

8.4.2.2. 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:

8.4.2.2.1. 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.

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

8.4.2.2.3. 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.

8.4.3. 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.

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

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

8.5. 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.

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

- 9.1. Security Amount.** The Security shall be in the amount of **\$4,018,510.00** or in the amount identified in 8.1 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 8.1 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.
- 9.2. Security Form.** The Security shall be in the form of an irrevocable letter of credit (see Attachment 4) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
- 9.3. Security Timeline.** The Security shall be provided to CDFW before Covered Activities begin.
- 9.4. Security Holder.** The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 9.5. Security Transmittal.** Permittee shall transmit security to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.
- 9.6. Security Drawing.** The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.
- 9.7. Security Release.** The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:
 - 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.

OR

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

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

IX. Amendment:

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

X. Stop-Work Order:

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

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

XI. Liability:

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

XII. Compliance with Other Laws:

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

XIII. Notices:

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2024-009-03) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

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

and a copy to:

Habitat Conservation Planning Branch

Incidental Take Permit
No. 2081-2024-009-03
RIGHETTI PARTNERS, L.P.

RIGHETTI PROPERTY DEVELOPMENT PROJECT

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:

Karen Taylor, Senior Environmental Scientist (Specialist)
Bay Delta Region
California Department of Fish and Wildlife
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
(707) 287-2144
Karen.Taylor@wildlife.ca.gov

XIV. Compliance with the California Environmental Quality Act:

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, City of Dublin. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the EIRs and related CEQA documents identified in Condition of Approval 2 of this ITP that the City of Dublin adopted and/or certified as described in Condition of Approval 2 of this ITP. At the time the lead agency adopted and/or certified the EIRs and related CEQA documents identified in Condition of Approval 2 of this ITP 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 EIRs 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.

Incidental Take Permit
No. 2081-2024-009-03
RIGHETTI PARTNERS, L.P.

RIGHETTI PROPERTY DEVELOPMENT PROJECT

XV. Findings Pursuant to CESA:

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

CDFW finds based on substantial evidence in the ITP application, CEQA Analysis, Eastern Dublin General Plan Amendment and Specific Plan, the results of site visits and consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of avoidance zones; (3) worker education; and (4) Monthly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 148.83 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.

XVI. Attachments:

FIGURE 1	Project Location with Site Plan
FIGURE 2	Grading Plan, Application Figure 4
FIGURE 3	Stormwater Management Plan, Application Figure 5
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Resume Form
ATTACHMENT 3	Restraint and Handling of Amphibians
ATTACHMENT 4	Letter of Credit Form

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

ON 6/10/2026.

DocuSigned by:
Erin Chappell
B77E9A6211EF486...
Erin Chappell, Regional Manager
Bay Delta Region

Incidental Take Permit
No. 2081-2024-009-03
RIGHETTI PARTNERS, L.P.
RIGHETTI PROPERTY DEVELOPMENT PROJECT



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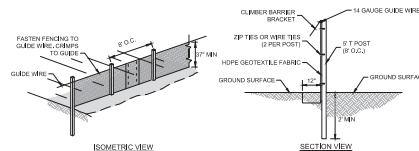
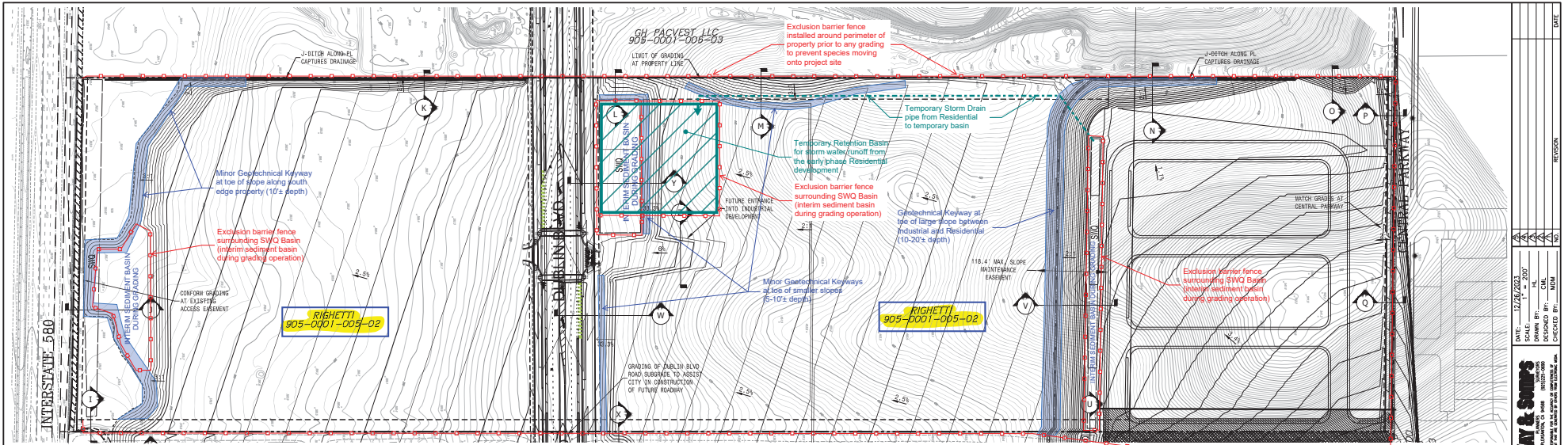


H. T. HARVEY & ASSOCIATES

Ecological Consultants

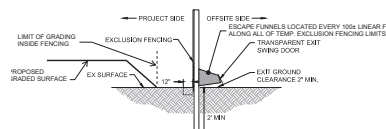
Figure 1. Proposed Project Location

Righetti Property Development Project
Incidental Take Permit Application (2480-03)
August 2024



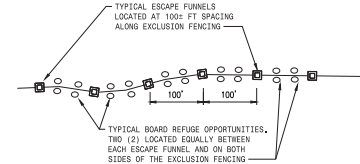
- NOTES**
1. EXCLUSION FENCING SHALL HAVE A 3" CLIMBER BARRIER BRACKET AT THE TOP.
 2. ATTACH THE EXCLUSION FENCING TO STAKES WITH 14 GAUGE GUIDE WIRE.
 3. BROTHERLY SIDE WITH EXCLUSION FENCING FIRST TO PUSH IT AGAINST THE STAKES.
 4. INSTALL THE EXCLUSION FENCING WITH GUIDE WIRES, PLASTIC TIES, WIRE CRIMPS, AND OTHER ITEMS PER MANUFACTURER'S REQUIREMENTS.

3 WILDLIFE EXCLUSION FENCING

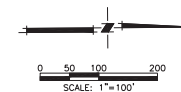


- NOTES**
1. PANEL DIMENSIONS SHALL BE THE FOLLOWING:
1.1. ENTRANCE: 8'X8"
1.2. EXIT: 2'X2'
 2. ATTACH FUNNEL WITH 8" BLACK UV STABLE PLASTIC TIES AND CLOSE ALL GAPS.
 3. FUNNEL ENTRANCE AT EXISTING GRADE LEVEL.

2 WILDLIFE OPENING (ONE-WAY)



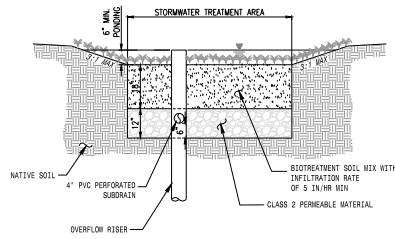
TYPICAL DETAIL - ESCAPE FUNNEL AND REFUGE OPPORTUNITY SPACING ALONG EXCLUSION FENCING
N.T.S.



**Figure 4
Grading Plan**

DATE: 12/24/2023	SCALE: 1" = 200'	DESIGNED BY: J. COLE	REVISIONS:	DATE:
DRAWN BY: J. COLE	CHECKED BY: J. COLE	DATE: 12/24/2023		
PROJECT NO. 19218.0	PROJECT NAME: RIGHETTI 905-0001-005-02	PROJECT LOCATION: DUBLIN, CALIFORNIA		
SHEET 4 OF 9				

DMA	IMPERVIOUS AREA (SF)	TOTAL AREA (SF)	TREATMENT AREA REQUIRED (SF)	TREATMENT AREA PROVIDED (SF)
1	279,003	429,236	11,180	11,226
2	511,812	639,705	20,472	24,693
3	484,968	606,211	19,399	20,650



TYPICAL BIO-RETENTION BASIN SECTION
NTS

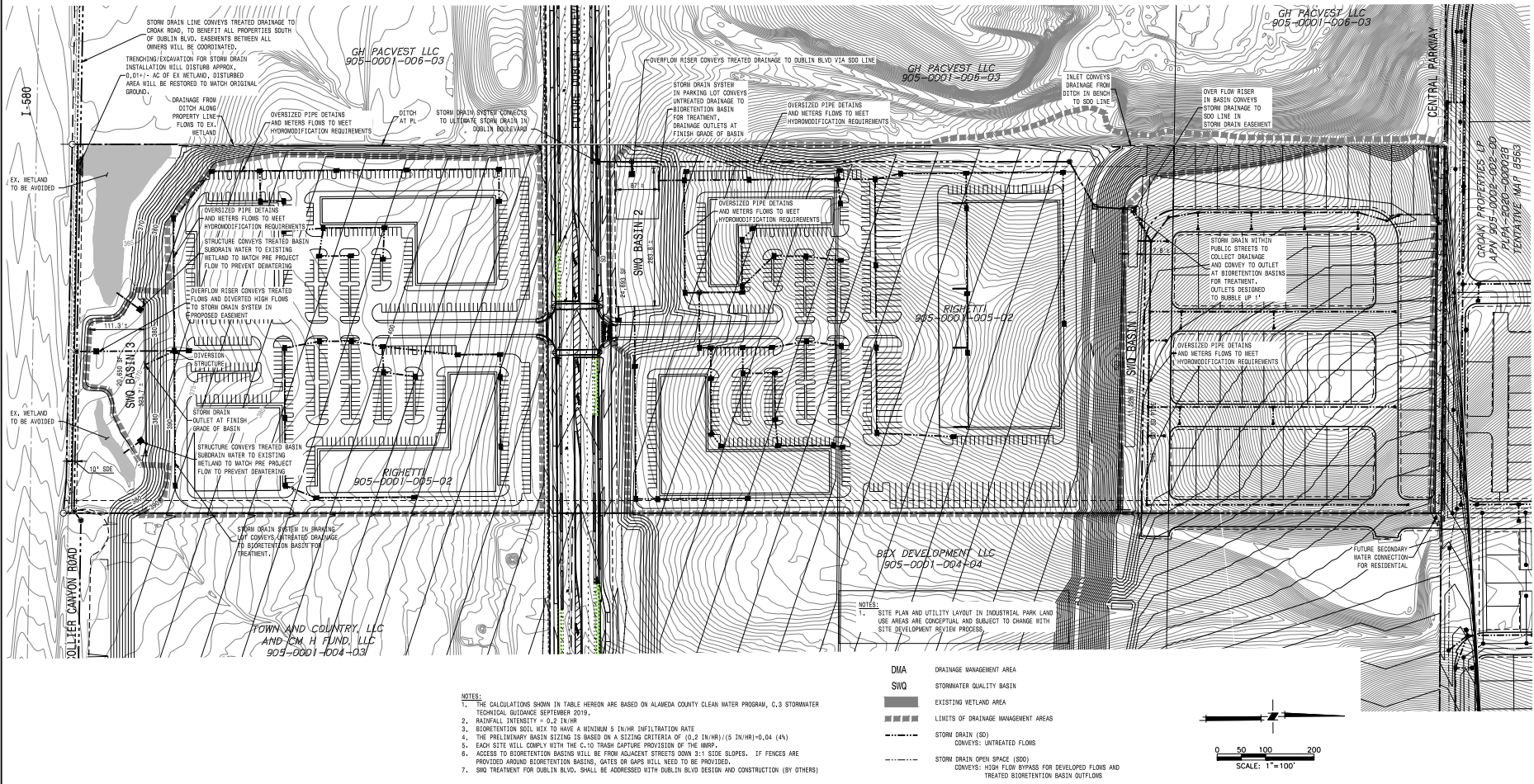


Figure 5. Stormwater Management Plan

DATE: 12/26/2023	SCALE: AS NOTED	DESIGNED BY: CML	CHECKED BY: CML	DATE: 12/26/2023
DRAWN BY: CML	SCALE: 1"=100'	DESIGNED BY: CML	CHECKED BY: CML	DATE: 12/26/2023
Black & Sons 1000 S. 10TH AVE. SUITE 100 SAN ANTONIO, TEXAS 78204 TEL: 214.591.1111 FAX: 214.591.1112 WWW.BLACKANDSONS.COM				
PLANS PREPARED UNDER THE DIRECTION OF: MARK D. WELLS, INC. REC #0487 CALIFORNIA PROJECT NO. 19218.0 CITY OF DUBLIN STORM WATER MANAGEMENT				
RIGHTTTI PROPERTY VESTING TENTATIVE PARCEL MAP NO.8305 PROJECT NO. 19218.0 SHT 8 OF 9				

Attachment 1

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
CALIFORNIA ENDANGERED SPECIES ACT
INCIDENTAL TAKE PERMIT NO. 2081-2024-009-03**

PERMITTEE: **Matthew Righetti**

PROJECT: **Righetti Property Development 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 # 5.1	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 # 5.2	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 # 5.4	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	

	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 # 5.6	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
5	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 # 5.7	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
6	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 # 5.9	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
7	Delineation of Habitat. Permittee shall clearly delineate habitat of the Covered Species within the Project Area that will not be directly impacted by grading or construction with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.	ITP Condition # 5.10	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
8	Construction Schedule. Permittee shall submit a final construction schedule to CDFW at least 15 calendar days prior to the start of Project construction activities. The construction schedule shall identify the approximate beginning and completion date of each phase of the Project and for each Project activity within those phases. During the Project construction period, Permittee shall notify CDFW of any major changes in the construction schedule at least seven days prior to the change being implemented.	ITP Condition # 5.17	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
9	Emergency Response Plan. Before the onset of work, Permittee shall prepare an Emergency Response Plan describing actions that will be taken in case of a fire or other natural disaster or in case of a human-generated disaster, such as a spill or release of hazardous materials. An emergency phone tree, including contact information for all appropriate disaster management agencies and natural resources agencies, shall be included in the plan and should be posted on-site in a visible location. The Emergency Response Plan shall specify containment procedures for hazardous substances, with emphasis on avoidance of the aquatic features in the Project Area.	ITP Condition # 5.18	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
10	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 # 6.1	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
11	Covered Species Relocation Plan. The Designated Biologist shall prepare a Covered Species Relocation Plan (Relocation Plan). The Relocation Plan shall include, but not be limited to, an identification of the survey, hand excavation, capture, handling, and relocation methods, and identification of relocation site where the captured Covered Species will be relocated to. The relocation site identified in the Relocation Plan shall be based on the best suitable habitat available and time of year and approved by CDFW prior to the start of Covered Activities. The relocation site shall not be on the development site or at adjacent properties targeted for or in proximity to planned development. In the Relocation Plan, relocation areas within the relocation site shall be identified by the Designated Biologist based upon best suitable habitat available and time of year. The Relocation Plan shall be submitted to CDFW 60 days prior to the beginning of Covered Activities for CDFW approval. Covered Activities may not proceed until the Relocation Plan is approved in writing by CDFW. Only the approved Designated Biologist(s) are authorized to capture and handle the Covered Species.	ITP Condition # 7.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
12	Temporary Covered Species Barrier. Prior to commencing any other Covered Activities, Permittee shall install a temporary barrier to prevent the Covered Species from dispersing into the Project Area. The temporary barrier shall be designed to allow Covered Species to leave the Project Area using a one-way funnel or other method approved by CDFW. The temporary barrier shall remain in place and be maintained by Permittee until the Permanent Covered Species Barrier (Condition of Approval 7.4) is installed and approved by CDFW. The Designated Biologist shall inspect the temporary barrier daily when Covered Activities occur, and during and after storm events. The Designated Biologist or other trained staff shall inspect the temporary barrier at least weekly during dry weather when no Covered Activities occur. After each temporary barrier check, any damage to the barrier shall be repaired within 24 hours. Permittee shall repair damage to the temporary barrier within 48 hours of receiving that report. Permittee shall provide refuge opportunities, such as coverboards (3-foot x 3-foot plywood) or straw wattles, every 100 feet along the temporary barrier on both sides of the temporary barrier. Permittee shall submit to CDFW for approval the location and design of the temporary barrier and refuge opportunities no less than 30 days prior to the proposed start of Covered Activities. The Designated Biologist shall inspect refuge areas each morning during and after rain events. The Designated Biologist shall relocate Covered Species found on either side of the temporary barrier as described in the Relocation Plan (Condition of Approval 7.2). The Permittee shall remove the temporary barrier within 30 days after completion of construction of the Permanent Covered Species Barrier (Condition of Approval 7.4).	ITP Condition # 7.3	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
13	Pre-Activity Surveys. The Designated Biologist shall inspect all ruts and holes near root structures, etc., for Covered Species immediately prior to and during excavation or removal. A Designated biologist shall survey the open areas adjacent to ongoing construction. Multiple biologists may be necessary to survey the area appropriately. If a Covered Species is discovered by the Designated Biologist or anyone else, the Designated Biologist shall move the animal to a safe location per Condition of Approval 7.2 and monitor it until it is determined that it is not imperiled by predators or other dangers.	ITP Condition # 7.10	Before commencing ground- or vegetation-disturbing activities	Permittee	
14	Permittee shall either purchase 145.05 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 8.2, below, within the East Alameda County Conservation Strategy (EACCS) CTS north mitigation area (Chapter 3, Figure 3-10, dated October 2010) OR shall provide for both the permanent protection and management of 145.05 acres of Habitat Management (HM) lands pursuant to Condition of Approval 8.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 8.4 below. Permittee shall provide compensatory habitat consistent with the conservation priorities and mitigation ratios described in EACCS for the Covered Species as confirmed by CDFW. Additional credits may be required if the CDFW-approved conservation bank site is outside the EACCS CTS North mitigation area. Additional credits may also be required if the Project is not within the Service Area of the CDFW-approved conservation bank. Permittee shall provide CDFW with a copy of the credit purchase agreement for the required credits prior to commencing Covered Activities. Purchase of Covered Species credits OR permanent protection and funding for perpetual management of HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 9 below for all uncompleted obligations.	ITP Condition # 8	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
15	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 and restoration of temporarily disturbed habitat at the mitigation property as follows: Land acquisition costs for HM lands identified in Condition of Approval 8.3 below, estimated at \$20,000.00 per acre for 145.05 acres: \$2,901,000.00. Land acquisitions costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements; Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 8.3.5 below, estimated at \$233,220.00; Interim management period funding as described in Condition of Approval 8.3.6 below, estimated at \$145,050.00; Long-term management funding as described in Condition of Approval 8.4 below, estimated at \$4,800.00 per acre for 145.05 acres: \$696,240.00. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management. Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 8.5, estimated at \$3,000.00. 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 \$40,000.00.	ITP Condition # 8.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
16	Covered Species Credits. If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 148.83 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 9 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.	ITP Condition # 8.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
17	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.	ITP Condition # 8.3.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
18	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.	ITP Condition # 8.3.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
19	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. HM lands shall meet the minimum habitat requirements for the Covered Species including, but not limited to, (i) one or more aquatic features on-site which have been documented to support successful Covered Species breeding in an average or below average rainfall year (abundance and distribution), or adjacent to aquatic features which have been documented to support successful Covered Species breeding in an average or below average rainfall year (abundance and distribution) and already conserved and managed to the satisfaction of CDFW for the Covered Species, and (ii) no less than 100 acres of suitable upland habitat or adjacent to suitable upland habitat already conserved and managed for Covered Species.	ITP Condition # 8.3.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
20	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.	ITP Condition # 8.3.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
21	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.	ITP Condition # 8.3.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
22	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://wildlife.ca.gov/Conservation/Planning/Banking/Templates); (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. The final management plan shall include: Repair of one or two stock ponds suitable for Covered Species breeding in non-drought years at mitigation property and restoration and enhancement of adjacent upland habitat during Start-up (if applicable). Implementation of grazing management that targets the maintenance of suitable dispersal and upland habitat for the Covered Species. Prohibition of pesticides, including but not limited to herbicides and rodent control, unless approved in advance in writing by CDFW.	ITP Condition # 8.3.6	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
23	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.	ITP Condition # 8.3.7	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
24	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 8.3.6. 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 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.	ITP Condition # 8.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
25	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 30 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 30-day period, the proposal shall be deemed consistent with Section 2081(b)(3).	ITP Conditions # 8.4.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
26	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.	ITP Conditions # 8.4.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
27	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.	ITP Conditions # 8.4.2.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
28	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: 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. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding. 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.	ITP Conditions # 8.4.2.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
29	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.	ITP Conditions # 8.4.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
30	Management of the Endowment. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended. Notwithstanding Probate Code sections 18501-18510, the Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds. Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the Endowment to preserve the conservation values of the HM lands, the Endowment Manager shall process that expenditure in accordance with directions from CDFW. The Endowment Manager shall not be liable for any shortfall in the Endowment resulting from CDFW's decision to make such an expenditure.	ITP Conditions # 8.4.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
31	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.	ITP Conditions # 8.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
32	Security: The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 8 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows: Security Amount. The Security shall be in the amount of \$4,018,510.00 or in the amount identified in 8.1 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 8.1 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring. Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 4) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW. 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. 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. 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.	ITP Condition # 9	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	OR Written documentation of the acquisition of the HM lands; Copies of all executed and recorded conservation easements; Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and Timely submission of all required reports. Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.				
DURING CONSTRUCTION					
33	Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Area and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.	ITP Condition # 5.3	Entire Project	Permittee	
34	Construction Monitoring Documentation. The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project Area upon request by CDFW.	ITP Condition # 5.5	Entire Project	Designated Biologist	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
35	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. Acceptable substitutes include coconut coir matting. To limit introduction of invasive plant species, if erosion control materials include straw, Permittee shall ensure that it is rice straw and/or weed-free straw (and that use of hay is avoided). Permittee shall ensure that erosion control materials will not create a barrier to movement of California tiger salamander.	ITP Condition # 5.8	Entire Project	Permittee	
36	Project Access. Project-related personnel shall access the Project Area using existing routes or routes identified in the Project Description, and shall not cross Covered Species' habitat outside of, or en route to, the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 15 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 # 5.11	Entire Project	Permittee	
37	Staging Areas. Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 5.11 of this ITP.	ITP Condition # 5.12	Entire Project	Permittee	
38	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 # 5.13	Entire Project	Permittee	
39	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 # 5.14	Entire Project	Permittee	
40	Additional Impacts to Habitat. No take beyond the permanent loss of 48.35 acres of upland habitat for the Covered Species shall occur unless this ITP is amended by CDFW prior to additional impacts.	ITP Condition # 5.15	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
41	Prevention of Spread of Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (for example algae, fungi, parasites, and bacteria) from one Project Area and/or waterbody to another. Prevention best management practices (BMPs) and guidelines for invasive plants can be found on the Cal-IPC's website. and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website. Permittee shall incorporate BMPs to minimize risk of introduction and/or spread of Phytophthora spp. within the Project Area.	ITP Condition # 5.16	Entire Project	Permittee	
42	Artificial Lighting. To the maximum extent feasible, Permittee shall ensure that work after sunset is avoided. If night-time work cannot be avoided, it will be limited in extent, duration, and brightness to the maximum extent feasible. No earthmoving activities or overland travel shall take place during night-time work. All night-time work and construction-related traffic shall be suspended during rain events. Lighting shall be faced downward and shall only be used in the immediate workspace. Permittee shall provide notification to CDFW at least 24 hours prior to conducting night-time activities.	ITP Condition # 5.19	Entire Project	Permittee	
43	Firearms and Dogs. Permittee shall prohibit firearms and domestic dogs from the Project Area and Project Area access routes during Covered Activities, except those in the possession of authorized security personnel or local, State, or federal law enforcement officials.	ITP Condition # 5.20	Entire Project	Permittee	
44	Wildfire Prevention. If the Project Area is within a high or very high Fire Hazard Severity Zone (refer to https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones) or the risk of fire danger is high based on seven-day predictions from CDFW-approved forecasts, Permittee shall mow access pathways, staging areas and work areas before allowing heavy equipment and vehicles to access the site. Non-living vegetative debris shall be cleared from around the immediate work footprint, and basic fire suppression supplies shall be kept on-site at all times.	ITP Condition # 5.21	Entire Project	Permittee	
45	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 # 5.22	Entire Project	Permittee	
46	V-Ditches. V-ditches shall be designed so that their walls do not form an angle greater than 45° with the substrate, and shall have velocity breaks at regular intervals that will allow for refuge and volitional escape by the Covered Species. V-ditches shall not direct or lead the Covered Species into hazardous or terminal (dead-end) areas.	ITP Condition # 5.23	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
47	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 # 6.2	Entire Project	Designated Representative	
48	Compliance Monitoring. The Designated Biologist or Biological Monitor shall be on-site daily when Covered Activities occur, including the Covered Activities on the disturbed 1.26 acres on the north end of the property. The Designated Biologist or Biological Monitor shall conduct compliance inspections a minimum of once a week during periods of inactivity and after clearing, grubbing, and grading are completed. The Designated Biologist shall conduct compliance inspections to: (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of this ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.	ITP Condition # 6.3	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
49	Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 6.3 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 Karen Taylor (Karen.Taylor@wildlife.ca.gov), Headquarters CESA Program email is CESA@wildlife.ca.gov, and the Regional CESA email is R3CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition # 6.4	Entire Project	Permittee	
50	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 be prepared by the Designated Biologist and shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 6.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.	ITP Condition # 6.5	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
51	CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 30 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. The monthly reports shall include the cumulative number of Covered Species observations within the month and to date since the start of Covered Activities, a map of the Project area showing locations of all Covered Species observations, and a map of the Project area showing locations of monthly Covered Species observations. The Designated Biologist shall submit the observation to notification of Covered Species observation (including species name, date of observation, GPS location [including datum and horizontal error in feet], and labeled photographs of the Covered Species and its observed location) by email to CDFW Regional Representative Karen Taylor (Karen.Taylor@wildlife.ca.gov) within 24 hours of the observation.	ITP Condition # 6.6	Entire Project	Permittee	
52	Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken (including for relocation) or injured/damaged 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 the CDFW Regional Representative via email at Karen.Taylor@wildlife.ca.gov, or R3CESA@wildlife.ca.gov, and by calling the Regional Office at (707) 428-2002 and the CDFW Representative at (707) 287-2144 by the end of the business day. 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, GPS location (including GPS error estimated in feet and datum) of the Covered Species, and labeled photographs of the Covered Species and its observation location, explanation as to cause of take or injury, and any other pertinent information. California Tiger Salamander Salvage. If a Covered Species is found recently deceased, a ½-inch portion of the tail tip shall be removed and placed in a labeled tissue tube with 95 percent ethanol. The remaining carcass, if salvageable, shall be immediately bagged, labeled, and preserved in a freezer. The labels shall include a unique identifier (collection number), species name, time and date of collection, collection location, GPS location (including datum and horizontal error in feet), circumstances surrounding death (if known), collector name and contact information (phone number or email), and ITP tracking number. Tail specimens shall be delivered to: CDFW Bay Delta Region, Attention: Karen Taylor, 2825 Cordelia Road, Suite 100, Fairfield, CA 94534 The remaining carcasses shall be delivered to the following address within two calendar days of the discovery: CDFW Wildlife Investigations Lab, Attention: Deana Clifford, 1701 Nimbus Road, Suite D, Rancho Cordova, CA 95670	ITP Condition # 6.8	Entire Project	Permittee, Designated Biologist	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
53	Covered Species Relocation. The Designated Biologist shall relocate any Covered Species found within the Project Area to be impacted to an active rodent burrow system as specified in the CDFW-approved Covered Species Relocation Plan (see Condition of Approval 7.2) unless otherwise approved by CDFW in writing. The Designated Biologist shall document both the capture and relocation areas by photographs and GPS positions (including horizontal error in feet and datum). Covered Species shall be photographed and measured in millimeters (snout-vent) for identification purposes prior to relocation. The Designated Biologist shall provide all documentation to the CDFW within 24 hours of Covered Species relocation.	ITP Condition # 7.1	Entire Project	Designated Biologist	
54	Permanent Covered Species Barrier. Permittee shall install a permanent 12-inch-high, impenetrable barrier along the entire west and north perimeter of the Project Area, after grading and stabilizing activities have been completed and prior to other construction activities unless otherwise approved in writing by CDFW. Permittee shall design the permanent barrier to prevent Covered Species from climbing over it or under it through burrows or cracks. Permittee shall provide refuge opportunities every 100 feet along the outside perimeter of the permanent barrier. Permittee shall submit the permanent barrier design and location to CDFW for approval, in writing, no less than 30 days prior to the proposed start of Covered Activities. Permittee shall ensure the permanent barrier is monitored and maintained in perpetuity (although the barrier may be removed, or would no longer need to be monitored or maintained, if lands adjacent to the barrier become developed in the future so that the Covered Species can no longer reach the Project Area). The Designated Biologist shall inspect the permanent barrier annually prior to October 1 during all phases of the project and shall report type and location of damage to Permittee (Permanent Barrier Inspection Report) within 24 hours of the annual permanent barrier check. Permittee shall repair all damages to the permanent barrier within 5 days of receiving Permanent Barrier Inspection Report. Permittee shall provide funding for perpetual maintenance and monitoring of the permanent barrier through a method approved in writing by CDFW.	ITP Condition # 7.4	Entire Project	Permittee	
55	Covered Species Barrier Monitoring and Surveys. The Designated Biologist, or other trained staff during dry weather when no Covered Activities occur, shall inspect all of the temporary barriers at least weekly. The barriers shall be monitored until the permanent barrier is completely installed and approved by CDFW, and until all ground disturbing activities are completed (as described in Conditions of Approval 7.3 and 7.4). The Designated Biologist shall relocate Covered Species found on either side of the temporary barrier as described in the Relocation Plan (Condition of Approval 7.2). The Designated Biologist shall survey the Project Area for the Covered Species during and after all evening/nighttime storm events that occur prior to completion of grading, scraping, and other vegetation removal. Survey methodology shall be provided to CDFW for approval prior to conducting surveys.	ITP Condition # 7.5	Entire Project	Designated Biologist	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
56	Inspection of Pipes and Culverts. Permittee shall ensure that all construction pipes or similar structures with a diameter of two inches or greater (including any hollow openings of battery storage containers) and are stored in the Project Area for one or more overnight periods shall be either securely capped prior to storage or thoroughly inspected by the Designated Biologist and/or Biological Monitor for Covered Species or other animals before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If a Covered Species is found, the Designated Biologist shall relocate the individual as described in Conditions of Approval 7.2.	ITP Condition # 7.6	Entire Project	Permittee	
57	Open Trenches and Keyways. To prevent inadvertent entrapment of the Covered Species during construction, the Designated Biologist shall check all excavated open holes, sumps, trenches, and keyways for Covered Species no later than 0900 each day and during and after storm events for trapped animals. If a Covered Species is trapped in these features, the Designated Biologist shall remove and relocate the animal(s) to a safe location within suitable habitat (see Condition of Approval 7.2) prior to the start of work activities at that site. At the close of each working day, the Designated Biologist shall ensure all excavated, steep-walled holes or trenches more than six inches deep are provided with one or more escape ramps constructed of earthen fill or wooden planks with a slope of 3:1 (run: rise). Before Permittee fills trenches or holes, the Designated Biologist shall thoroughly inspect them for trapped Covered Species. If a Covered Species is discovered by the Designated Biologist or anyone else, the Designated Biologist shall move the individual as required by Condition of Approval 7.2. If the open holes, sumps, trenches or excavations cannot be covered, Permittee shall ensure that a temporary barrier shall be installed around any trenches, holes, sumps, or other excavations to prevent Covered Species from becoming trapped. Permittee shall provide refuge opportunities, such as coverboards (3-foot x 3-foot plywood) or straw wattles shall be provided on the outside perimeter of the barrier.	ITP Condition # 7.7	Entire Project	Designated Biologist	
58	Augering and Excavation. The Designated Biologist shall inspect all augering and excavation soils material for Covered Species. The Permittee shall ensure auger bits are cleaned by shaking the soil loose and not cleaned by spinning. Permittee shall ensure excavation is coordinated with the Designated Biologist to allow sufficient time to survey the excavated soil.	ITP Condition # 7.8	Entire Project	Designated Biologist	
59	Detention Basins. Permittee shall install barriers to minimize potential for California tiger salamander movement into any Detention Basins, if those basins are needed in the project area. If Detention Basins are used, Permittee shall submit a Detention Basin Barrier and Barrier Removal Plan to CDFW no later than 30 days prior to the start of Covered Activities.	ITP Condition # 7.9	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
60	Daily Work Window. Permittee shall terminate all Covered Activities 30 minutes before sunset and shall not resume Covered Activities until 30 minutes after sunrise during California tiger salamander migration/active season from November 1 to June 15. Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department or other CDFW-approved source for the geographic area where the Project is located to determine when Covered Activities shall terminate and resume.	ITP Condition # 7.11	Entire Project	Permittee	
61	Seasonal Work Window. Permittee shall limit ground-disturbing Covered Activities involving heavy equipment use (including but not limited to excavation, grading, contouring, trenching, road construction and repair, or disking) from May 1 to October 31 (Dry Season, "seasonal work window"), except as otherwise approved in writing by CDFW.	ITP Condition # 7.12	Entire Project	Permittee	
62	Seasonal Work Window Extension. Covered Activities involving ground-disturbing and heavy equipment use (including but not limited to excavation, grading, contouring, trenching, road construction and repair, or disking) during the wet season (November 1 to April 30), shall be subject to approval of CDFW. Permittee shall submit requests for extension to the CDFW Regional Representative at least 14 days prior to the desired wet-season start date of Covered Activity. If CDFW approves wet season work, Permittee shall monitor a CDFW-approved 48-hour hourly forecast for the Project Area and shall ensure that Covered Activities involving ground-disturbing activities and heavy equipment cease 24 hours prior to a 40-percent or greater forecast of precipitation. Covered Activities may resume 24 hours after the precipitation ceases if there is less than a 40 percent change of precipitation in the 24-hour forecast for the Project Area. If CDFW approves wet-season work, the Designated Biologist shall survey the Project area each day precipitation is forecast and the morning after all precipitation events. Construction activity that is limited to non-ground-disturbing activities (such as above-ground electrical work, or limited driving on improved accessways within the Project Area) is not prohibited during the wet season.	ITP Condition # 7.13	Entire Project	Permittee	
63	Project Phasing. If initial site grading is not completed over the entire Project Area prior to November 1, then a temporary covered species barrier (Condition of Approval 7.3) shall be installed between any ungraded portions of the Project Area and the graded portions of the Project Area. The temporary barrier may be adjusted as Covered Activities continue if approved by CDFW.	ITP Condition # 7.14	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
64	California Tiger Salamander Handling and Injury. California tiger salamanders shall be handled and assessed according to the Restraint and Handling of Live Amphibians USGS, National Wildlife Health Center (D. Earl Greene, ARMI SOP NO. 100; 16 February 2001) (Attachment 3). If an injured California tiger salamander is found during the Project term, the individual shall be evaluated by the Designated Biologist who shall then immediately contact the CDFW Regional Representative, via email and telephone, to discuss the next steps. If the CDFW Regional Representative cannot be contacted immediately, the injured California tiger salamander shall be placed in a shaded container and kept moist. If the CDFW Regional Representative is not available or has not responded within 15 minutes of initial attempts then the following steps shall be taken by the Designated Biologist: If the injury is minor or healing and the California tiger salamander is likely to survive, the Designated Biologist shall immediately release the Covered Species in accordance with the Condition of Approval 7.2. If it is determined that the California tiger salamander has major or serious injuries as a result of Project-related activities, the Designated Biologist shall immediately take it to the Lindsay Wildlife Experience or another CDFW-approved facility. If taken into captivity, the California tiger salamander shall remain in captivity and not be released into the wild unless it has been kept in quarantine and the release is authorized by CDFW and the U.S. Fish and Wildlife Service. Permittee shall bear any costs associated with the care or treatment of such injured California tiger salamander. The Designated Biologist shall document the circumstances of the injury, the procedure followed, and the final disposition of the injured animal in a written incident report as described in Condition of Approval 6.8.	ITP Condition # 7.15	Entire Project	Designated Biologist	
65	Notification of Non-Native Tiger Salamanders or Hybrids. The Designated Biologist shall immediately notify CDFW if a non-native barred tiger salamander (<i>Ambystoma tigrinum mavortium</i>) or Covered Species hybrid is found or suspected within the Project Area within 24 hours by calling CDFW's Regional Representative. The Designated Biologist shall not release any non-native or hybrid salamanders back to the wild until directed to do so by CDFW. The Designated Biologist shall follow the Covered Species Handling and Injury measures outlined in this ITP (Condition of Approval 7.15).	ITP Condition # 7.16	Entire Project	Designated Biologist	

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

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



Department of Fish and Wildlife

BIOLOGIST RESUME COVER SHEET

SUBMIT EACH RESUME AS A SEPARATE DOCUMENT

Number of Resumes Included in Transmittal: _____

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

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

**BIOLOGIST RESUME FORM**

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

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

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

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:			

Attachment 3

http://www.nwhc.usgs.gov/publications/amphibian_research_procedures/handling_and_restraint.jsp

Restraint and Handling of Live Amphibians

STANDARD OPERATING PROCEDURE

ARMI SOP No. 100

Revised, 16 February 2001

- I. PURPOSE: Provide guidelines for humane handling of amphibians so that injury and distress to the amphibian are minimized.
- II. SCOPE: These guidelines apply to larvae and tadpoles, as well as adult frogs, toads, salamanders and neotenes. Because of their anatomically different and very delicate skin, tadpoles and larvae must be handled differently than post-metamorphic amphibians.
- III. EQUIPMENT and SUPPLIES.
 - A. Standard capture equipment (seine nets, dip nets, minnow traps)
 - B. Clear plastic bags (half liter or full liter size)
- IV. BACKGROUND: There are three main hazards associated with handling live amphibians: two to the amphibian and one to the handler. To amphibians, the main dangers of being handled are skin damage that could result in secondary skin infections, and bone and muscle injuries caused by struggling when being held. For the handler, the main danger comes from toxic skin secretions produced by some amphibians (in the USA, this is mostly newts and the introduced giant/marine toad). Tadpoles and larvae have thin delicate skin that is very easily damaged by the slightest handling. The skin of larvae lacks keratin and has fewer cell layers than adult amphibian skin. Therefore, direct contact handling of tadpoles and larvae is to be avoided; instead, these amphibian stages are examined through clear flexible plastic bags containing water. Although the skin of adult (post-metamorphic) amphibians has keratin and is less delicate than larval skin, their skin is still much more delicate than the skin of reptiles, birds and mammals. Rough handling of adult amphibians can easily result in skin abrasions, small tears, punctures, erosions and ulcers; normally, minor skin wounds heal quickly, but if contaminants, sewage or high levels of microorganisms are present in the pond or other environment, then wound infections are possible.
Frogs and Toads. All amphibians can be expected to struggle following capture. For anurans, there is a danger that vigorous kicking with the hindlimbs can cause joint dislocations or a broken (fractured) back; broken backs are a well-documented and major problem in another species that moves by hopping---rabbits. Therefore, proper

restraint of anurans, first and foremost involves inhibiting their ability to kick. Salamanders. For salamanders, there are three major dangers associated with handling: 1) loss (automizing) of the tail, 2) damage to the very delicate external gills (in neotenes), and 3) back injury during whip-like thrashing movements.

V. METHODS OF PHYSICAL RESTRAINT:

- A. Anurans. Medium and large size frogs and toads (those about 5 grams and larger) should be grasped around the waist with the hindlimbs fully extended. The animal should not be allowed to bend (flex) its hip and knee joints, since this would allow it to kick.
- B. Caudates. Medium and large size salamanders (those about 5 grams and larger) should be grasped in the middle of the body between the forelimbs and hindlimbs. Larval and neotenic salamanders should never be grasped around the head or neck, because the gills can be easily damaged. Under no circumstances should salamanders be grasped by the tail or picked up by the tail.
- C. Larvae. All larvae (including tadpoles) should be handled with nets or scoops. For examinations, the larvae should be placed in a clear plastic bag with a mild amount of water. Alternatively, larvae may be sedated with an anesthetic and examined in a dish or bowl of water. As much as possible, larvae should be examined only while they are in water. Larvae should not be grasped with bare hands.

VI. MISHAPS.

- A. Skin wounds: If an amphibian suffers a skin wound during handling, it is recommended that the wound be sprayed with the over-the-counter product, Bactine® (See the SOP on Toe Clipping of Frogs and Toads, NWHC ACUC Protocol 2001-004). All other topical antiseptics and disinfectants (sprays and ointments) are CONTRAINDICATED in amphibians. If possible, the animal should then be released on land rather than into water, since the antiseptic spray would be quickly washed off in water.
- B. Broken back: If a frog or toads suffers a broken back during capture or handling, it should be promptly euthanized. It would be inhumane to release such a crippled animal. An animal with a broken back will have serious damage to the spinal cord and should show almost immediate paralysis of the hindlimbs and tail. Recommended methods of humane euthanasia include (see NWHC ACUC Protocol 1999-009, Methods of Euthanasia):
 - 1. Pithing
 - 2. Overdosing in anesthetic solutions of MS222 or benzocaine

3. Application of a benzocaine-based topical ointment (as used by humans to relieve tooth-aches) to the top of the head and dorsum of the body.
-
- C. Broken leg: If a major bone of a limb is broken during capture or handling, the animal should be euthanized or taken to a wildlife rehabilitation center or veterinarian for treatment. A broken leg bone typically is recognized as an abnormal bend in the leg where there is no joint; other signs of a broken leg bone are protrusion of a bone fragment through the skin, inability of the animal to move a limb or position a leg in its normal resting posture. After treatment, amphibians with broken bones might be given to a zoo or placed in a captive breeding program. Only if the injured amphibian is kept isolated from all other fish, amphibians and reptiles (eg, in a separate cage) during treatment, can it later be considered for release at the point of capture. Injuries to digits (toes and fingers) generally are not life-threatening; if the skin of the injured toe also is wounded, then treatment with Bactine® prior to immediate release is acceptable. If a toe bone is broken and protruding through the skin, the affected toe may be amputated just proximal to the site of the fracture, the stump should be sprayed with Bactine®, and the animal may be released.
 - D. Automized tail: If a salamander automizes (detaches) its tail during capture or handling, the stump should be treated (sprayed) with Bactine®; the salamander can then be promptly released.
 - E. Crushing injuries to head and body. Amphibians that have serious injuries to skin, muscles and bones should be promptly euthanized. Crushing injuries that are limited to a limb or tail will require treatment at a wildlife rehabilitation center or a veterinary clinic; alternatively, the animal may be euthanized, but it would be inhumane to release a seriously injured amphibian.
 - F. Snout abrasions. Amphibians that are held in glass or clear plastic containers may jump head-first into the glass, or may rub their snout against the container in attempts to burrow out. If amphibians are held for more than an hour in a clear container (bottle, aquarium, etc), they should be examined for evidence of skin injury at the tip of the snout and elsewhere around the head prior to release. If abrasions are detected, they should be sprayed with Bactine® prior to release.
 - G. Toxic skin secretions. All amphibians have glands in their skin that secrete a vast number of chemicals; some of which are merely noxious and repellant-like, while others may cause skin or eye irritation, and some may actually kill. The poison-dart frogs of Central America are an example of a frog with toxic secretions that can kill a human. Among the native amphibians of the United

States, the two amphibians of greatest concern are giant toads (also called cane toads, marine toads, aka toads; *Bufo marinus*) and western newts of the genus, *Taricha*.

Giant toads secrete a potent white mucoid substance from their parotid glands (large warts just behind the eyes) that affects the heart, but it is not absorbed through the intact human skin; however, the toxin is readily absorbed through the eyes and mouth. Hence, the best way to prevent poisoning is to carefully avoid rubbing the eyes or putting fingers in the mouth after handling a giant toad. If skin secretions of giant toads contact the eye or mouth, then flush promptly with generous amounts of clean fresh water or contact lens wetting solution, and then seek emergency care at a clinic or hospital if stinging or numbness of the eye or mouth develops.

Newts of the genus, *Taricha*, also secrete toxins from their skin; it is presumed that the entire body of these newts secretes toxins (newts and other salamanders do not have parotid glands). Their skin secretions are very irritating to the eyes and mouth. Temporary blindness (lasting about 24 hrs) has been reported by field biologists that handled newts and then rubbed their eyes. If sensations of blurred vision, or burning or stinging of the eyes occur after handling any genus or species of newt, wash the eyes with copious amounts of fresh clean water (or contact lens wetting solutions) and promptly seek medical care. Persons with newt skin secretions in their eyes are advised not to drive a vehicle or operate other dangerous or heavy equipment.

Finally, it is possible that other amphibian species in the USA besides giant toads and newts, could produce skin secretions that are irritants to the eyes. Furthermore, amphibians may carry some bacteria in their intestines and feces that are human pathogens, such as the bacteria, *Salmonella* and *Leptospira*. Hence, it is always best to practice good personal hygiene after handling any amphibian (namely, thoroughly wash your hands with soap and water).

VII. CITED LITERATURE:

1. MARTIN, D., and H. HONG. 1991. The use of Bactine® in the treatment of open wounds and other lesions in captive anurans. *Herpetol Rev* 22: 21.

[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"]