



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

California Endangered Species Act
 Incidental Take Permit No. 2081-2022-074-
 05, Amendment 01

**PALMDALE WAREHOUSE PROJECT MAJOR
 AMENDMENT 1**

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) are met. (See Cal. Code Regs., tit. 14, § 783.4).

Permittee:	Trader Joes Company
Principal Officer:	Robert Camarena
Contact Person:	Robert Camarena, (626) 599-3760
Mailing Address:	800 S. Shamrock Ave. Monrovia, CA 91016
Email:	rcamarena@traderjoes.com

II. Amended ITP³ Background

On October 23, 2024, the Trader Joes Company submitted a CESA ITP amendment application pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, Title 14, section 783.0 et seq. This amendment will allow for western Joshua tree seed collection to occur through the permit expiry date. Additionally, there are formatting changes, the removal of the counter signature, and additional provisions to require fencing of the on-site areas containing western Joshua trees, for compliance monitoring, and to release the Project's Security. Fees for the request were received on October 28, 2024.

III. Effective Date and Expiration Date of this ITP:

The original ITP became effective when signed by all parties and received by CDFW as described in the Notices section of this ITP. This amended ITP shall become effective when signed by CDFW as described in the Notices section of this amended ITP. Unless renewed by CDFW, this amended ITP and its authorization to take the Covered Species shall expire

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.

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

on **December 31, 2028.**

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 the original ITP.

IV. Project Location:

The Palmdale Warehouse Project (Project) is located within the City of Palmdale, Los Angeles County (Figure 1). The Project is located near the northeast border of the City of Palmdale and southern border of the City of Lancaster, 0.3 miles east of State Route 14 (i.e., the Antelope Valley Freeway) at approximately 34°38'33.50"N, 118°8'37.08"W. Locally, the Project is located at the southeast corner of the intersection of West Avenue M and 10th Street West. The Project Area is bounded by existing open space on the south; 10th Street West on the west; West Avenue M on the north, and Amargosa Creek on the east.

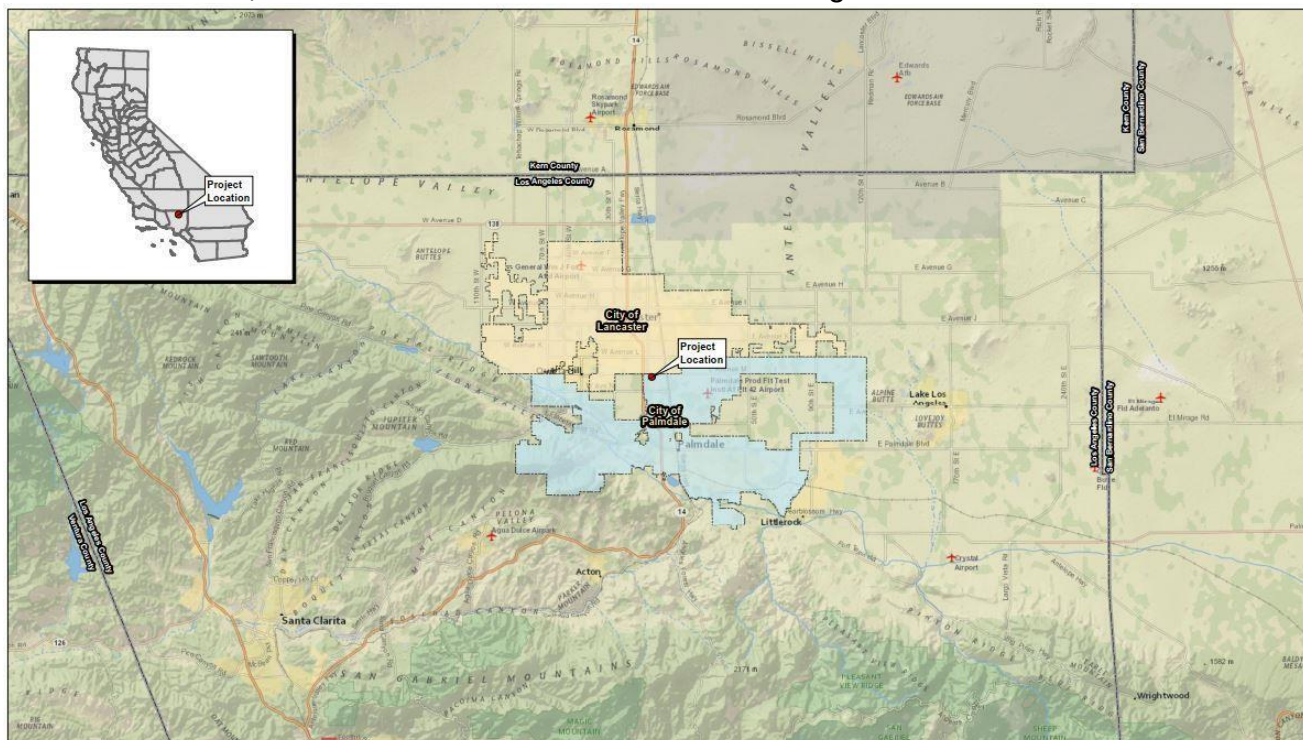


Figure 1. Project I relative to the Los Angeles County portion of Antelope Valley. The City of Lancaster is indicated by the light orange polygon and the City of Palmdale by the light blue polygon.

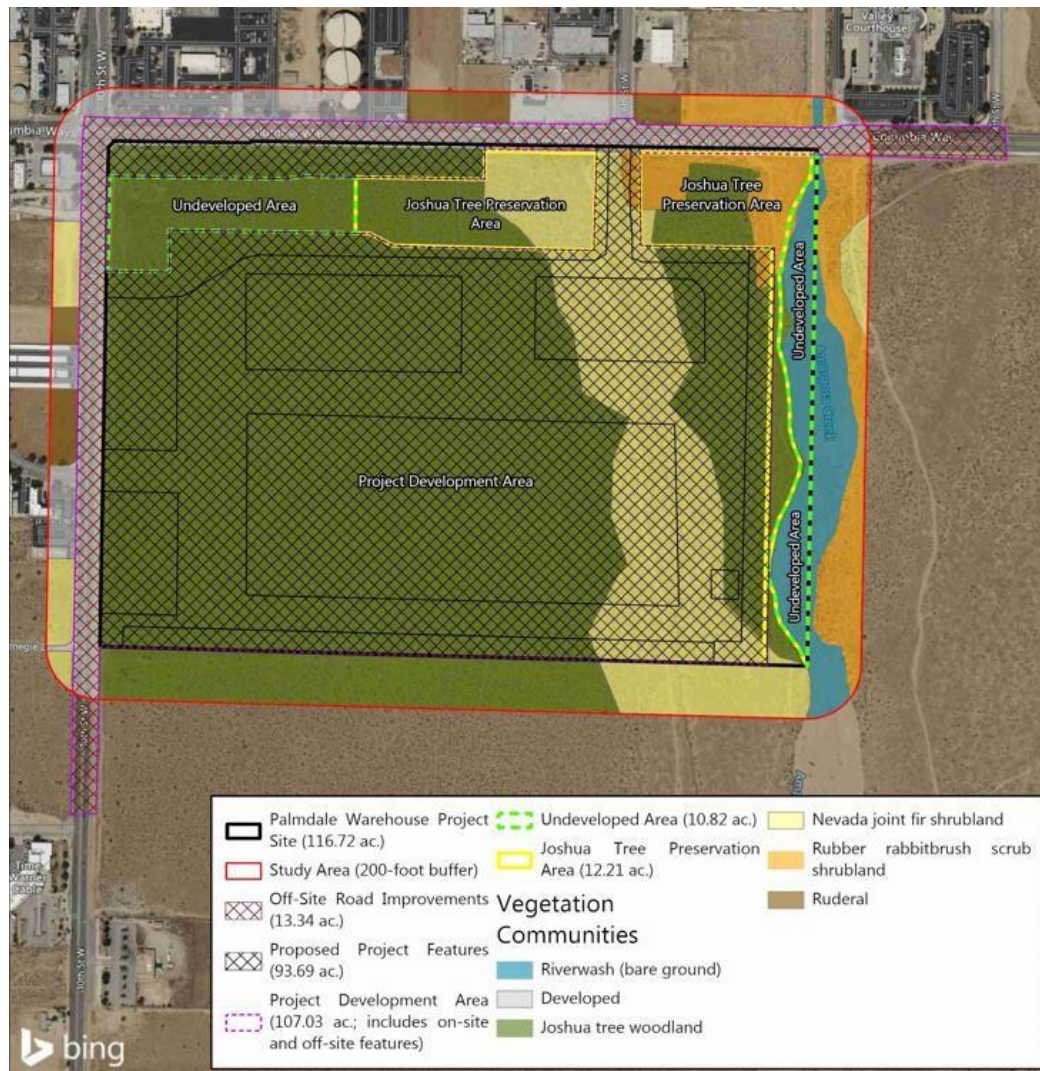


Figure 2. Detailed map of Project Area, including footprints of the proposed development and vegetation communities on site.

V. Project Description:

The Project Area encompasses 130.06 acres, which includes partial development of the 116.72-acre Project site into industrial buildings with additional infrastructure and 13.34 acres of off-site road improvements (Figure 2). Of the 116.72 acres, 12.21 acres will be set aside as the On-site Joshua Tree Preservation Area; 10.82 acres will be set aside as the Undeveloped Area; and 93.69 acres will be graded for the Project features described below (Figure 3).

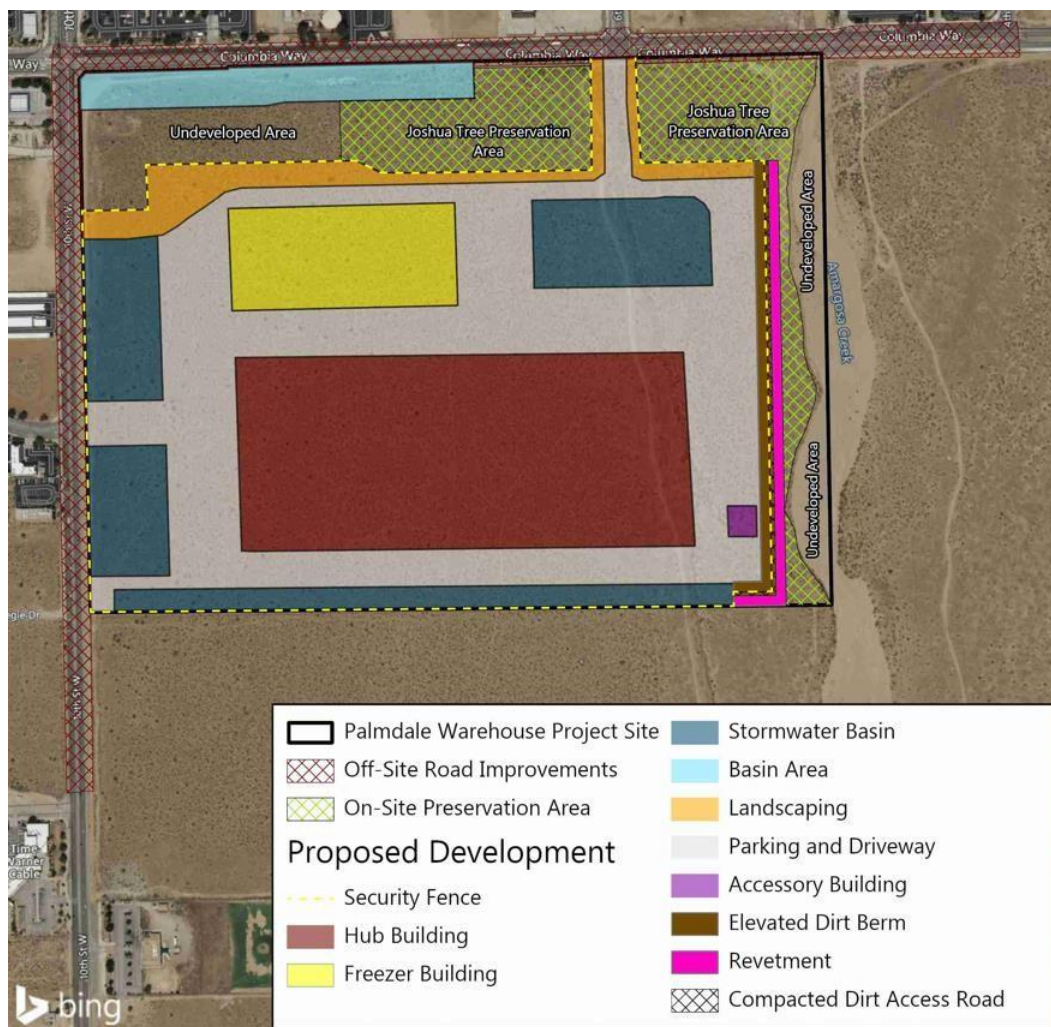


Figure 3. Project features of the proposed development, including the On-Site Preservation Area for western Joshua tree.

Buildings

The Project will consist of three buildings with a total footprint of 32.09 acres. The Hub Building will cover approximately 25.17 acres, have a 36-foot interior clear height, and a warehouse footprint of 815,517 square feet. The Freezer Building will cover approximately 6.67 acres, have a 40-foot interior clear height, and a warehouse footprint of 211,077 square feet. The Freezer Building will be constructed with an insulated metal panel with a metal roof deck over a steel bar joist. An Accessory Building will cover 0.25 acre, have a 28-foot interior clear height, and a warehouse footprint of 6,099 square feet. The Hub Building will be constructed towards the center of the property surrounded by pavement on all four sides for roads, parking lots, bays, and walkways. The Accessory Building will be constructed to the east of the Hub Building and the Freezer Building will be constructed north of the Hub Building.

Site Access, Circulation and Parking

Fencing and Barriers: The security fence will consist of an 8-foot tall wrought-iron fence with 11-gauge steel posts, concrete footings, and cinderblock pilaster columns. The security fence will surround the perimeter of the Project site, the Project-facing boundaries of the On-site Joshua Tree Preservation Area, and the stormwater basins. A lofted cable and post vehicle barrier will be installed along the eastern boundary of the On-Site Joshua Tree Preservation Area to prevent access to the area by vehicles from Amargosa Creek. Additionally, a concrete screen wall will be constructed south of the southern parking area between the lot and two southern stormwater basins.

Vehicular Access: Vehicles will access the site via three driveways along 10th Street West and one 78-foot-wide driveway on West Avenue M at the intersection of 6th Street West. The three driveways along 10th Street West include a 72-foot-wide driveway opposite of West Avenue M-4, a 30-foot-wide driveway roughly 650 feet north of the 72-foot-wide driveway, and a second 30-foot-wide driveway roughly 465 feet south of the 72-foot-wide driveway. Additionally, the 78-foot-wide driveway on West Avenue M will include a 435-foot-long deceleration lane. Moreover, the 72-foot-wide driveway on 10th Street West will include a 430-foot-long deceleration lane. A second 430-foot-long deceleration lane will be constructed at the northern 30-foot-wide driveway on 10th Street West. Delivery trucks and trailers will access/exit the site via West Avenue M at the signalized intersection at 6th Street West. A separate driveway along 10th Street West will serve as an entry and exit point for peak-hour overflow of the line haul trucks. Automobiles, motorcycles, and bicycles will access and exit via shared driveway located at the intersection of West Avenue M-4 and 10th Street West.

Parking: Approximately 524 automobile stalls will be constructed within the Project site. An additional 409 stalls will be constructed for trailer/truck parking. Parking stalls will be constructed in several areas throughout the Project site. The following areas include to the west of the Hub and Freezer Buildings and east of Basins 1 and 2; on the north, south, and east sides of the Hub Building; on the south and east sides of the Freezer Building; on the south and west sides of Basin 3; and in the area between the Hub Building to the south and the Freezer Building and Basin 3 to the north.

Stormwater Basins

On-site stormwater treatment will comprise of four infiltration basins. Basins 1 through 4 will be constructed within the Project site and encompass 15.01 acres. Basins 5 and 6 are off-site stormwater basins that will cover 4.27 acres and are collectively called the Off-site Basin Area. These basins are designed for single storm events up to the 100-year event without overtopping onto 10th Street West, West Avenue M, or Amargosa Creek.

On-site Infiltration Basins: Stormwater generated on site will be collected by on-site storm drains and directed into stormwater inlets throughout the site that will discharge into Basins 1 through 4. Basin 1 will be located on the west side of the facility, between the auto parking area and 10th Street West. Basin 1 will be approximately 478 feet in length, 189 feet in width, and will have a capacity of 17.01 acre-feet. Basin 2 will be located north of Basin 1. Basin 2 will be approximately 585 feet in length, and 190 feet in width, and will have a capacity of

12.57 acre-feet. Basin 3 will be located northeast of the hub building south of the West Avenue M entrance. Basin 3 will be approximately 1,893 feet in length, 228 feet in width, and will have a capacity of 49.87 acre-feet. Basin 4 will be located along the southern perimeter of the hub building. Basin 4 will be approximately 2,348 feet in length, 54 feet in width, and will have a capacity of 6.47 acre-feet. These basins will be designed to infiltrate stormwater into the soil.

Drainage 1: Drainage 1 will be partially filled by construction of the Project. Remaining water from the Undeveloped Area of Drainage 1 will be directed north into the Project site and captured by Basin 4 via a single confluence point.

Off-site Infiltration Basins (Off-site Basin Area): Basin 5 and 6 will be constructed along the northern perimeter of the facility, split by the driveway on West Avenue M at the intersection of 6th Street West. The basins will connect to a planned network of storm drains. The inlets along the West Avenue M frontage will collect stormwater and discharge it into the off-site basins. The water captured by these basins will infiltrate the soil and will not overtop into West Avenue M or Amargosa Creek.

Storm Drains: The Project will construct a mainline storm drain along West 10th Street and West Avenue M. The storm drain improvement will consist of curb inlets, storm drainpipes, and headwalls to capture and convey stormwater runoff within the public right-of-way.

Off-site Road Improvements

The Project will include 16.34 acres of off-site improvements to West Avenue M and 10th Street West. The improvements consist of constructing pavement, curb and gutter, median improvements, sidewalk, parkway, storm drain improvements, signing and marking, and streetlights. Utility improvements for water and sewer will be for service extensions and fire hydrants. Additionally, a traffic signal will be installed at the intersection of 10th Street West and West Avenue M-4. The existing traffic signals at the intersection of 10th Street West and West Avenue M and the intersection of West Avenue M and 6th Street will be modified as part of the construction of the proposed driveways.

On-site Joshua Tree Preservation Area

Portions of the Project site along West Avenue M and Amargosa Creek will be left as open space for a 12.21-acre On-Site Joshua Tree Preservation Area. In-situ western Joshua trees will not be removed from this area. This area will be surrounded by a security fence around most boundaries, with the exception of the boundary with Amargosa Creek, where a post and cable barrier will be installed to prevent entry by vehicles from Amargosa Creek. Placards will be placed at various locations surrounding the On-Site Joshua Tree Preservation Area to identify western Joshua trees and present information concerning the importance of their conservation.

Exterior Lighting

The entrances, exits, driveways, general parking, and truck parking areas will be installed with light-emitting diode (LED) lights. All pole-mounted lighting fixtures will not exceed a total height of 30 feet. LED lighting will be attached to the exterior walls of the warehouse and to the

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perimeter of the wall surrounding the facility. Exterior lighting standards and fixtures will be located and designed to confine light spread within the Project site. Additionally, lights will be shielded so that light is directed toward the building and does not illuminate the On-site Western Joshua Tree Preservation Area or adjacent areas that support western Joshua trees.

Revetment Wall

A revetment wall will be constructed along the eastern boundary of the Project area. The southeast corner of the revetment wall will be going east to west for approximately 186 feet and ending at the edge of Basin 4 (Figure 3). In addition to the revetment wall, an elevated dirt berm will be constructed on the west side of the revetment wall. The surface soil on the top of the dirt berm will be compacted and used for limited access for maintenance and security vehicles. Spoils and materials will be staged in the proposed pavement of the Project Site, east of the Hub Building and west of the dirt berm. The revetment wall will be constructed higher than the existing grade. Solider pile shoring will be utilized during construction of the revetment wall and will be removed following construction. Once the excavated area is leveled and compacted, geotextile and bedding will be installed. The revetment wall will be constructed using $\frac{1}{4}$ ton rock to anchor the slope of the revetment as well as bedding stone and armor stone. After the revetment wall is installed, the remaining area will be backfilled and compacted.

Site Preparation

The staging areas will occur within the Project Site and will avoid the Undeveloped Area and On-Site Joshua Tree Preservation Area. The On-site Joshua Tree Preservation Area and Undeveloped Area will be surrounded by orange construction fencing and silt fencing to prevent entry by construction equipment, personnel, and erosion. Root barriers will be installed around planned landscaped areas to prevent irrigation water from entering the On-site Joshua Tree Preservation Area.

To prepare the area for proposed Project features, general site clearing will include the removal of vegetation and any existing structural remains, rubble, trash, and rubbish. Removal of these materials will result in ground disturbance to a depth of two to four inches, or until all organic materials more than three percent by volume is removed. Deeper stripping and soil disturbance may be required in localized areas.

Portions of the Project Site will contain a buried fill containing asphalt, concrete, sand, and other soils. These areas will be excavated five feet deeper than the maximum depth of the fill and backfilled with engineered fill. Other areas containing relatively clean sands that lack cohesion necessary to stand vertically will be over-excavated and mixed. The portion of the Project Site supporting structures will be graded to a depth of three feet to remove subsurface roots and debris and compacted to a minimum of 95 percent to provide uniform foundation support.

Areas planned for exterior pavement (e.g., roads, sidewalks, and parking) will be graded to a depth of 12 inches prior to compaction of soils. Sandy fill soils will be imported to provide additional grade in areas planned for slab-on-grade and exterior flatwork. The ground surface will be shaped to slope away from the building pad and pavement areas toward appropriate drop inlets or other surface draining devices. Drainage gradients will be maintained to carry all surface water to drainage basins constructed on-site. Trenching will be performed at

various locations on-site to install utilities. Sloped trench sidewalls may be needed in areas of relatively clean sand. Aggregate base may be overlain on the Project surface during the construction phase if soils become unstable.

Construction and Installation

After the Project site preparation is completed, the building's foundation will be poured with concrete and framing of the buildings will begin. The final stage of construction will involve interior furnishings, detail work, and completion of common areas and outside landscaping. Construction activities will include grading, improvements to utilities, construction of infrastructure, erection of barricades prior to demolition work, and maintenance of safe access for personnel during demolition and construction activities.

Project Schedule

Site preparation is expected to take roughly 24 weeks to complete. Grading activities is expected to occur within approximately 20 days. On-site construction is anticipated to commence in January 2024 and end in December 2025. Off-site improvements is anticipated to commence in October 2023 for a duration of 180 days. The Project is expected to be operational in the fourth quarter of 2024.

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

This ITP covers the following species:

<u>Name</u>	<u>CESA Status</u> ⁴
1) Western Joshua tree (<i>Yucca brevifolia</i>)	Candidate ⁵
2) Mohave ground squirrel (<i>Spermophilus mohavensis</i>)	Threatened ⁶

These species and only these species are the “Covered Species” for the purposes of this ITP.

VII. 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. Authorized take of the Covered Species is only expected to occur in the 130.06-acre Project Area and mitigation lands.

Western Joshua tree: The activities described above expected to result in incidental take of western Joshua trees and associated seedbank include the removal of individuals and roots; vegetation clearing; grading; general operation of vehicles and heavy equipment; backfilling of excavations and compacting backfill materials; construction of infrastructure; construction of buildings; increase in vehicle traffic; construction and use of staging areas; construction of new access and perimeter roads; trenching for subsurface cables and wires; backfilling of excavations and compacting backfill materials; excavation for concrete footings for light and fencing posts; development of stormwater basins; maintenance and management (i.e., startup, interim, and long term) of habitat management (HM) lands may result in potential take of individuals of western Joshua trees and associated seedbank (Covered Activities).

Incidental take of western Joshua trees in the form of mortality (“kill”) may occur as a result of Covered Activities such as: crushing and/or burying living seeds in the soil, rendering living seeds inviable and/or causing them to be killed. Incidental take of western Joshua trees and seedbank may also occur from the Covered Activities such as:

- 1) Increasing likelihood of mortality or vulnerability to competition or disease, or reducing fecundity by:
 - a. encroaching onto or disturbing the root zone;
 - b. reducing photosynthesis and evapotranspiration efficiency as a result of Project-related fugitive dust coating individuals;

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

⁵The species status may change following the decision of the Fish and Game Commission to designate the species as threatened or endangered but if there is such a designation, the species will remain a Covered Species.

⁶See Cal. Code Regs. tit. 14 § 670.5, subd. (b)(6)(A).

- c. introducing and facilitating spread of invasive plants resulting in competition and increased fire risk; and,
 - d. changing habitat supporting individuals, including vegetation characteristics, soil characteristics, and microclimate (temperature, humidity); and,
- 2) Reducing number of individuals of western Joshua trees recruited from seed by:
- a. changing microclimate conditions necessary to support the mutualistic relationship between western Joshua trees and its obligate pollinator; and
 - b. altering seed dispersal mechanisms.

The Project is expected to cause the permanent loss of no more than 111.84 acres of habitat supporting western Joshua tree individuals and seedbank. Approximately 82.11 acres of habitat is associated with direct impacts on western Joshua tree individuals and seedbank and approximately 29.73 acres of indirect impacts on individuals and seedbank (Figure 5). Within the Project Area, there are 418 western Joshua trees. The Project is expected to directly impact 353 individual western Joshua trees (310 mature western Joshua trees and 43 juvenile western Joshua trees) and indirectly impact 65 individual western Joshua trees.

Impacts of the authorized taking also include adverse impacts to western Joshua trees and seedbank related to increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). Potential indirect impacts to western Joshua trees and seedbank include short-term effects of construction activities associated with implementation of Covered Activities. These impacts include long-term effects due to increased pollution, increased competition for, operation and management related noise and lighting; ground vibration; fugitive dust; habitat loss and modification; introduction and spread of invasive species that outcompete native plant species resulting in the loss of nursery plants.

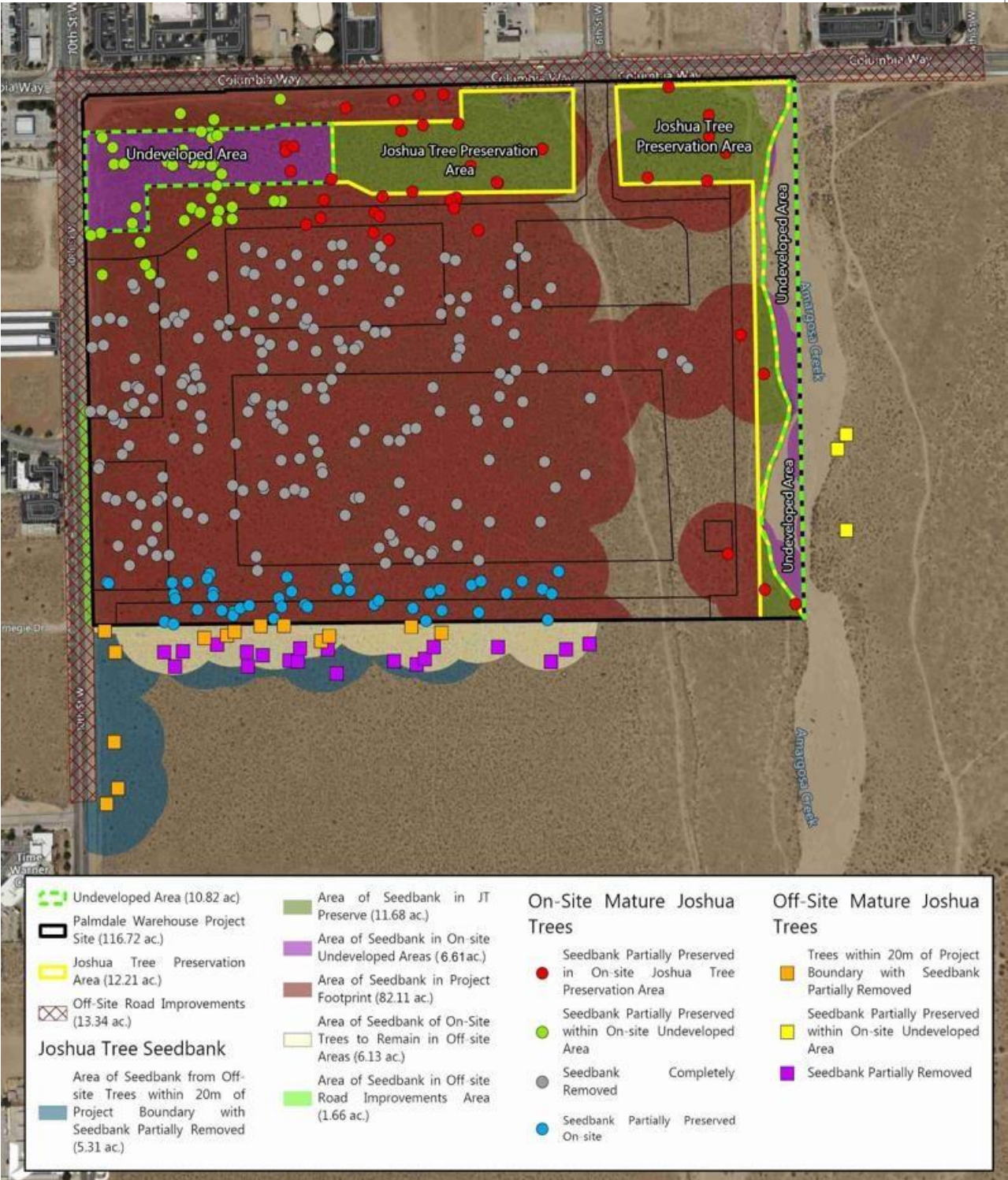


Figure 4: Impacts of the Project’s taking on western Joshua tree, including those western Joshua tree to be directly taken, those that will be indirectly affected through impacts to their seedbanks, and those that will be preserved on site.

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Mohave ground squirrel: The activities described above expected to result in incidental take of individual Mohave ground squirrels (MGS) include vegetation clearing; grading; general operation of vehicles and heavy equipment; backfilling of excavations and compacting backfill materials; excavating burrows during relocation and salvage activities; construction of infrastructure; construction of buildings; increase in vehicle traffic; construction and use of staging areas; construction of new access and perimeter roads; trenching for subsurface cables and wires; backfilling of excavations and compacting backfill materials; excavation for concrete footings for light and fencing posts; development of stormwater basins; and pile driving or vibrating piles or posts. Maintenance and management (i.e., startup, interim, and long term) of habitat management lands may result in potential take of individual MGS (Covered Activities).

Incidental take of individuals of MGS in the form of mortality ("kill") may occur as a result of Covered Activities such as: vehicle strikes; crushing by heavy equipment; collapse or excavation of burrows; entombment of individuals during earthwork; noise and ground vibration that could cause MGS to leave burrows at inappropriate times increasing stress, increasing opportunity for overheating and increasing exposure to predation; eliminating and modifying habitat.

The Project is expected to cause the permanent loss of no more than 116.72 acres of habitat supporting MGS. Approximately 93.69 acres of habitat loss is associated with direct impacts to MGS and approximately 23.03 acres is associated with indirect impacts to MGS (Figure 5).

Impacts of the authorized taking also include adverse impacts to MGS related to increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). Potential indirect impacts to MGS and their habitat include short-term effects of construction activities associated with implementation of Covered Activities. These impacts include: stress resulting from noise and vibrations and capture and relocation, and long-term effects due to increased pollution, displacement from preferred habitat, increased competition for food and space, and increased vulnerability to predation; construction, and operation and management related noise and lighting; ground vibration; fugitive dust; habitat loss and modification; introduction and spread of invasive species that outcompete native plant species resulting in lower nutritional value for the MGS; habitat modification or changes in vegetation that could result in a change in preferred forage; and altered behavior resulting from Project disturbance in occupied habitat including physiological and behavioral disruptions that could interfere with denning, foraging and reproduction. Potential long-term indirect impacts associated with Covered Activities include disease introduction, foraging habitat loss, fragmentation, and degradation, including that caused by the spread or introduction of invasive species, increased light, increased vehicle traffic, and increased noise.



Figure 5. Impacts of the Project's taking on Mohave ground squirrel, including the proposed development features and mapped Mohave ground squirrel habitat on site.

VIII. Incidental Take Authorization of Covered Species:

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the 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.

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IX. Conditions of Approval:

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

1. **Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
2. **CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Environmental Impact Report (SCH No.: 1990011110) certified by City of Palmdale on June 11, 1992, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 *et seq.*). The City of Palmdale certified an Addendum on January 27, 2022. The Addendum includes the presence of western Joshua trees as a candidate species, defined by Section 2068 of the Fish and Game Code, and is fully protected under CESA effective October 9, 2020.
3. **LSA Agreement Compliance:** Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration Agreement (EPIMS-LAN-34662-R5) for the Project executed by CDFW pursuant to Fish and Game Code section 1600 *et seq.*
4. **ITP Time Frame Compliance:** Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.
5. **General Provisions:**
 - 5.1. Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
 - 5.2. Designated Biologist(s). Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological Designated Biologist(s) using the Biologist Resume Form (Attachment 2) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist(s) are knowledgeable and experienced in the biology and natural history, collecting and handling of the

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Covered Species. The Designated Biologist(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) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) must be changed.

- 5.3. Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist(s) 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. The Permittee may resume covered activities after the Designated Biologist has determined that corrective actions have been taken to reestablish compliance with ITP conditions. Permittee shall provide unfettered access to the Project Area and otherwise facilitate the Designated Biologist(s) in the performance of his/her duties. If the Designated Biologist(s) is unable to comply with the ITP, then the Designated Biologist(s) 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(s) that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.
- 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(s) 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.
- 5.5. Construction Monitoring Documentation. The Designated Biologist(s) shall maintain daily 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 in 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. Dogs. Permittees shall prohibit domestic dogs from the Project Area and site access routes during Covered Activities, except those in the possession of authorized security personnel or federal, state, or local law enforcement officials.
- 5.8. Dust Control. Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist(s). Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 5.9. Erosion Control Materials. Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 5.10. Delineation of Property Boundaries. Before starting Covered Activities, Permittee, in consultation with the Designated Biologist(s), shall clearly delineate the boundaries of the Project Area (including off-site road improvements) with fencing. Permittee shall restrict all Covered Activities to within the fenced areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.
- 5.11. Delineation of Habitat. Permittee, in consultation with the Designated Biologist(s), shall clearly delineate individuals of the Covered Species and habitat preserved within the Project Area and any Covered Species within 25 feet of the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing to minimize the disturbance of individuals of the Covered Species and habitat.
- 5.12. Project Access. Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description. Personnel shall not enter or access Covered Species' habitat outside of the Project Area or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the

Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.

- 5.13. 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 5.12 of this ITP.
- 5.14. 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 may resume covered activities after the Designated Biologist has determined that equipment has been repaired and/or leaks or spills have been cleaned. 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.
- 5.15. 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.
- 5.16. 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.
- 5.17. Lighting. All outdoor lighting shall be aimed at the ground, shielded to prevent light from shining skyward, of minimum wattage necessary for safety and activity, and of motion-sensor type to prevent continuous nighttime lighting.

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

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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(s) shall be on site daily when Covered Activities occur until exclusion fencing is completely installed as identified in General Provisions 5.10 and 5.11. If the exclusion fencing is removed or no longer in place, the Designated Biologist shall be on site daily. The Designated Biologist(s) shall conduct compliance inspections a minimum of every 14 days during periods of inactivity and after exclusion fencing is installed and until clearing, grubbing, and grading are completed. The Designated Biologist(s) shall conduct compliance inspections to:

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

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

6.4. Monthly Compliance Report. The Designated Representative or Designated Biologist(s) 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 Victoria Tang (R5CESA@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.

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 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(s) shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist(s) shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to 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(s) 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/Damage. Permittee shall immediately notify the Designated Biologist(s) if a Covered Species is taken or injured/damaged by a Project-related activity, or if a Covered Species is otherwise found dead or injured/damaged within the vicinity of the Project. The Designated Biologist(s) or Designated Representative shall provide initial notification to CDFW by email to Victoria Tang (R5CESA@wildlife.ca.gov). The initial notification to CDFW shall include information regarding the location, species, and number of animals/plants taken or injured/damaged and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal/plant

or carcass, and if possible, provide a photograph, explanation as to cause of take or injury/damage, and any other pertinent information.

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

7.1. General Provisions

7.1.1. Integrated Pest Management Plan. Permittee, in consultation with the Designated Biologist(s), shall submit to CDFW for its review and approval an Integrated Pest Management Plan (IPM Plan) before starting Covered Activities. Permittee shall also resolve all CDFW comments and concerns regarding IPM Plan before starting Covered Activities. The IPM Plan shall include measures to ensure that novel non-native invasive weed species and Argentine Ants (collectively, pests) are not introduced into the Project Area, nor spread into adjacent open space or into the On-Site Western Joshua Tree Area, nor proliferate as a result of Covered Activities. The IPM Plan shall address pests that include, but are not limited to, those species within and surrounding the Project Area; those posing a threat to the Covered Species and desert plant communities; and those on the California Invasive Plant Council's (Cal-IPC) [Invasive Plant Inventory](#) labeled High or Moderate. The IPM Plan shall address sources of pest introduction and establishment; measures to minimize the potential for pests to enter and/or proliferate in the Project Area; identification/Early Detection Rapid Response; methods to eradicate weeds prior to seed set; and Best Management Practices to avoid and minimize adverse effects of control methods on the natural environment (see [Preventing the Spread of Invasive Plants: Best Management Practices for Land Managers](#), Cal-IPC). Permittee shall not use pesticides and herbicides. If pesticides and herbicides must be used, Permittee shall consult with CDFW and obtain written approval from CDFW before using any pesticides and/or herbicides. Rodenticides shall not be used in the Project Area at any time.

7.1.2. IPM - Implementation. Permittee shall provide a summary of IPM activities in the ASR when those activities occur. Activities shall follow a CDFW-approved IPM Plan as identified under Condition of Approval 7.1.1. Documentation shall include pest species controlled, growth state (e.g., vegetative, flowering, seed), a map of the infestation(s), methods used to eradicate pests, identification of the source, and methods to prevent new infestations and introductions of the pest species detected.

7.1.3. Fencing. To allow the passage of MGS and wildlife serving as seed dispersal agents for western Joshua trees, Permittee shall raise all permanent fencing six inches above the grade. All permanent fencing as required by Condition of Approval 7.2.5 shall be installed no later than 60 days after the issuance of this amendment.

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- 7.1.4. Cut Vegetation. Vegetation removed in the Project Area shall be distributed away from where individuals of the Covered Species will remain.
- 7.1.5. Concrete Wash Out. When pouring or working with wet concrete and washing materials/equipment that came in contact with the concrete, the Designated Biologist(s) shall ensure that concrete is contained locally in the wash out and does not contaminate soils within 50 feet of protected areas and/or enter protected areas identified in Condition of Approval 7.2.1.
- 7.1.6. Designated Areas for Stockpiling Materials. Permittee shall ensure that fill brought into the Project Area is placed only in designated staging areas to avoid impacts on the Covered Species.
- 7.1.7. Check Equipment for Leaks. Permittee shall ensure that construction equipment and vehicles operated in the Project Area are checked and maintained daily to prevent leaks of fuel, lubricants, solvents, or other fluids that could contaminate soils of protected areas and/or enter protected areas identified in Condition of Approval 7.2.1.
- 7.1.8. Spill Cleanup. Permittee shall immediately cleanup all spills within the Project Area. The Designated Biologist(s) or Designated Representative shall notify CDFW immediately of any spills that may have contaminated the root system and/or habitat of the Covered Species.
- 7.1.9. Hazardous Substances. Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances resulting from Covered Activities, shall be prevented from contaminating soils within 50 feet of protected areas and/or entering protected areas identified in Condition of Approval 7.2.1. Any of these materials, placed within or where they may impact individuals of the Covered Species, by any party working under the Permittee, or with the permission of Permittee, shall be removed immediately.
- 7.1.10. Night Work. Permittees shall conduct all Covered Activities during daylight hours (sunrise to sunset) only except for the following activities: (1) planned and unplanned maintenance activities, repair and replacement activities, wiring, and testing that must occur after dark (2) interior construction of the Warehouse building once it is erected; (3) unanticipated emergencies (defined by an imminent threat to life or a significant property interest) including forced outages and non-routine maintenance or repair requiring immediate attention; or (4) security patrols. Permittees shall ensure: (1) that any vehicle traffic necessary during nighttime hours associated with these activities are conducted with extra caution to minimize impacts to Covered Species; (2) the speed limit during allowable night work is reduced to 10 mph for non-emergency activities; and (3) that CDFW is notified as soon as possible and no later than 24 hours after commencement of any emergency nighttime activities, except those occurring inside the warehouse

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building. Permittee shall use sunrise and sunset times established by the United States Naval Observatory Astronomical Applications Department for determining when Covered Activities shall terminate and resume.

- 7.1.11. Fire. Permittee shall ensure workers conducting activities with the potential to inadvertently cause a fire (e.g., excavating) are be equipped with an appropriate level of fire prevention and suppression equipment, such as fire extinguishers, backpack pumps filled with water, shovels, welding tents, shields, and/or fire-resistant mats in order to avoid impacts on individuals of the Covered Species and/or habitat of the Covered Species as a result of fire.

7.2. **Western Joshua Tree**

- 7.2.1. Avoidance and Protection Plan. Permittee shall protect all individuals and areas of the western Joshua trees in the Project Area that will be preserved. Permittee, in consultation with the Designated Biologist(s), shall submit to CDFW for its review and approval an Avoidance and Protection Plan at least 30 days before starting Covered Activities. Permittee shall also resolve all CDFW comments and concerns regarding its Avoidance and Protection Plan before starting Covered Activities. The Avoidance and Protection Plan shall clearly show which individual western Joshua trees shall be avoided and protected. Permittee shall notify CDFW via email documenting that the actions described in the Avoidance and Protection Plan have been implemented before starting Covered Activities that may impact individuals to be preserved. Where individual western Joshua trees are not protected from Covered Activities by fencing delineating the property boundary and habitat as identified in General Provisions 5.10 and 5.11, a buffer shall be established to protect the dripline plus no less than 5 feet from the dripline. Permittee shall use temporary signs, stakes, fencing and other demarcations to avoid impacts on those individuals and the exclusion zone (collectively, protected area) for the duration of the Project. Permittee shall maintain and/or replace those temporary protection measures as needed during construction. After construction is complete, Permittee may only remove those temporary protective materials after consulting and receiving written approval from CDFW that temporary protective materials may be removed.
- 7.2.2. Seed Collection. Prior to take of the western Joshua trees, the Designated Biologist(s) shall search during the appropriate time of the year for fruits and/or seeds from individual western Joshua trees that will be removed. The Permittee shall coordinate with a facility that holds seeds for conservation purposes to determine the appropriate number of seeds that will be collected from the impacted area. The Designated Biologist(s) shall notify CDFW via email of findings at least five days before taking of western Joshua trees. If the Designated

Biologist(s) determines there are fruits and/or seeds, Permittee shall coordinate with CDFW prior to undertaking conservation-related seed collection. Seeds shall be collected and entered as a permanent, maternal line collection for species conservation at a facility with the expertise and equipment necessary to ensure proper seed storage without genetic contamination, following the Center for Plant Conservation's Guidelines (<https://saveplants.org/best-practices/importance-representing-genetic-diversity-plant-conservation-collections/>), which include guidelines addressing: Conventional Seed Banking to Support Species Survival in the Wild; Genetic Guidelines for Acquiring, Maintaining, and Using a Conservation Collection; Rare Plant Reintroduction and Other Conservation Translocations; and Documentation and Data Sharing. Permittee shall notify CDFW via email documenting and demonstrating that seeds have been collected before taking those individual western Joshua trees with seeds. Permittee shall provide documentation of seeds collected and seeds entered no more than 14 days after seeds are entered as a permanent collection.

7.2.3. Conservation Seed Collection Plan. If seeds are not collected or not enough seeds are collected from taken individuals and entered as a permanent, maternal line collection per Condition of Approval 7.2.2, the Permittee shall collect seeds from individual western Joshua trees preserved within the Project Area. Within 6 months of ITP issuance, the Permittee shall submit to CDFW for its review and approval a Conservation Seed Collection Plan. The Conservation Seed Collection Plan shall be consistent with those provisions identified in Condition of Approval 7.2.2. The Conservation Seed Collection Plan shall be effective until enough seed (as defined in the Conservation Seed Collection Plan) has been collected from individual western Joshua trees preserved within the Project Area, and those seeds are entered as a permanent, maternal line collection for species conservation. The Permittee shall submit documentation via email to CDFW demonstrating that seeds have been entered and stored as a permanent, maternal line collection. The Permittee shall only be released from obligations pertaining to Condition of Approval 7.2.3 after receiving written approval from CDFW. A summary of seed collection activities shall be provided in the annual report.

7.2.4. Trenching. No trenching activities shall take place within 50 feet of the Covered Species during a storm event as soils around the root zone of individual western Joshua trees may be more susceptible to erosion. Work within 50 feet of the Covered Species shall only occur during periods of dry weather (with less than a 40 percent chance of rain). No work within 50 feet of the Covered Species shall occur during a precipitation event. Within at least 12 hours prior to the onset of precipitation, trenching shall cease, all associated erosion control measures shall be in place, and all motorized equipment and fueling materials shall be removed from areas where runoff from these items can be reasonably foreseen to come into contact with Covered Species. Trenching halted due to precipitation may

resume when precipitation ceases and after a dry-out period of 48 hours for rain events. The Designated Biologist(s) shall monitor the National Weather Service 72-hour forecast for the Project Area. Weather forecasts shall be documented and provided upon request by CDFW. Trenching/excavation spoils and materials shall be placed away from the protected areas identified in Condition of Approval 7.2.1.

- 7.2.5. On-site Western Joshua Tree Preservation Area Maintenance Plan. Within 6 months of execution of this ITP and prior to starting maintenance activities, the Permittee shall submit to CDFW for its review and approval of a Maintenance Plan. The Maintenance Plan shall provide measures to avoid and minimize impacts on individual western Joshua trees preserved in the Project Area. The Maintenance Plan shall address site access; Best Management Practices; and waste disposal. A Designated Biologist(s) shall be on site to conduct compliance monitoring every six months for the life of the Project. Permittee shall document operation and maintenance activities performed in the On-site Western Joshua Tree Preservation Area and Undeveloped Area for the first 5 years of the Project's operations and maintenance phase, then documented every other year for the next 10 years.

7.3. Mohave Ground Squirrel

- 7.3.1. Mohave Ground Squirrel Observations. During all phases of Project implementation, all workers shall inform the Designated Biologist(s) if a MGS is seen within or near the Project Area. All work in the vicinity of the MGS, which could injure or kill the animal, shall cease until the MGS is relocated by the Designated Biologist(s) in accordance with Conditions of Approval 7.3.2 and 7.3.7 or it moves from the construction area on its own accord.
- 7.3.2. Mohave Ground Squirrel Mortality Reduction and Translocation Plan. Permittee shall submit an MGS Mortality Reduction and Translocation Plan to CDFW for review and approval at least 30 days prior to initiating Covered Activities. The MGS Mortality Reduction and Translocation Plan shall include, but not be limited to, trapping methodology; timing; description of the burrow excavation methods; release location(s); release methods (i.e., soft release, hard release, or some other method); and identification of a wildlife rehabilitation center or veterinary facility for injured animals. The MGS Mortality Reduction and Translocation Plan shall also restrict MGS relocation to only after young of the year are observed above ground and during the main activity period for the species (April 1 to September 1). The Permittee may request a 7-day extension to the relocation period if daytime temperatures (sunrise to sunset) are predicted by the National Weather Service to remain within the temperature criterion of 68-86 degrees Fahrenheit with no prediction of inclement weather (e.g., a predicted 40 percent or greater chance of precipitation). Subsequent 7-day extensions (through no later than November 1) may be requested and approved by CDFW so long as weather

conditions are predicted by the National Weather Service to remain within the above temperature criterion. The relocation extension request(s) shall be approved in advance and in writing by CDFW (email will suffice). Mortality reduction and translocation activities shall not proceed until the MGS Mortality Reduction and Translocation Plan has been approved in writing by CDFW. Once the MGS Mortality Reduction and Translocation Plan is approved by CDFW, it may be used for all MGS mortality reduction and translocation activities for the duration of this ITP. Any proposed changes to the MGS Mortality Reduction and Translocation Plan shall be submitted in writing to CDFW and approved by CDFW in writing prior to implementation of any proposed MGS Mortality Reduction and Translocation Plan modifications.

7.3.3. Pre-Activity Surveys for Mohave Ground Squirrel. No more than 30 days prior to ground disturbing activities, including any disturbance to vegetation, the Designated Biologist(s) shall perform pre-activity visual surveys for MGS covering the entire Project Area. All known or suspected MGS burrows within each work area shall be flagged to alert biological and work crews to their presence. A report documenting the results of the pre-activity surveys shall be submitted to CDFW within 30 days after performing them. Suspected MGS burrows are any burrow of sufficient size to allow an adult or juvenile MGS to enter.

7.3.4. Pipe Inspection. Workers shall thoroughly inspect for MGS in all construction pipe, culverts, conduit, or similar structures with a diameter of 3.8 centimeters (1.5 inches) or greater that are stored for one or more overnight periods before the pipe is subsequently moved, buried, or capped. If a MGS is discovered inside a pipe during inspection, that section of pipe shall not be moved until the animal has escaped on its own accord or is relocated as described in the MGS Mortality Reduction and Relocation Plan required by Conditions of Approval 7.3.2.

7.3.5. Rodenticide Prohibition. Permittees shall prohibit the use of rodenticides within the Project Area.

7.3.6. Preventing Entrapment in Excavations. To prevent the inadvertent entrapment of MGS, the Designated Biologist(s) shall:

- a. Inspect all excavations (covered or open) for entrapped animals at the beginning, middle, and end of each day until the excavation is backfilled, including weekends and any other non-work days;
- b. Inspect all excavated holes and trenches for animals immediately before the excavation is backfilled;
- c. Ensure all trenches, holes, and other excavations with sidewalls steeper than a 45 degree slope shall be covered when workers or equipment are not actively

working in the excavation or shall have an escape ramp of earth or a non-slip material with a less than 45 degree slope, at least 12-feet wide, and secured to the top of the trench, hole, or other excavation at the end of each work day;

- d. Ensure the outer two feet of excavation covers shall conform to solid ground so that gaps do not occur between the cover and the ground. Covering such gaps with dirt or laying covers on excavated soil will not satisfy this requirement. The outer two feet of cover material shall be semi-rigid and secured to the ground to preclude animals from lifting the edge (hardware cloth shall be used unless another material is approved by CDFW). The edges of the covers shall be secured with re-bar, minimum 10-inch soil staples, or similar means every 12 inches to prevent animals from lifting the edges; and
- e. If at any time a trapped or injured animal is discovered, the Designated Biologist(s) shall notify CDFW within 24 hours of the incident.

7.3.7. Mohave Ground Squirrel Mortality Reduction. Any burrows present within the Project Area suspected or known to be occupied by MGS that cannot be avoided by 50 feet shall be fully excavated by hand by the Designated Biologist(s) in accordance with the CDFW approved MGS Mortality Reduction and Relocation Plan (Condition of Approval 7.3.2). Any MGS encountered in the excavated burrows during their active period shall be allowed to escape out of harm's way. MGS encountered during their dormant period shall be collected and moved immediately to an artificial relocation burrow to the nearest area of suitable habitat 300 feet or more from the ground disturbing footprint per the CDFW approved MGS Mortality Reduction and Relocation Plan (Condition of Approval 7.3.2). MGS shall only be relocated by the Designated Biologist(s).

7.3.8. Mohave Ground Squirrel Handling Records. The Designated Biologist(s) shall maintain a record of all MGS(s) handled. This information shall include for each MGS individual: (a) the locations (narrative and maps) and dates of observation; (b) general condition and health, including injuries and state of healing; (c) location moved from and location moved to (using GPS technology); (d) diagnostic markings where applicable; (e) ambient temperature when handled and released; and (f) digital photograph of each MGS handled.

7.3.9. Mohave Ground Squirrel Injury. If a MGS is injured as a result of Project-related activities, the Designated Biologist(s) shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such MGS. The Permittee shall notify CDFW of the injury to the MGS immediately by telephone and e-mail followed by a written incident report as described in Condition 7.3.8. Notification shall include the name of the facility where the animal was taken.

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

To meet this requirement, the Permittee shall fulfill one of the following options to implement for compensatory mitigation:

Option 1: purchase 358 acres of western Joshua tree credits and 327 acres of MGS credits at a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 8.3; OR

Option 2: provide for the permanent protection and management of 358 acres of HM lands that includes western Joshua tree and 327 acres of HM lands that includes known presence of MGS and pursuant to Condition of Approval 8.4; OR

Option 3: purchase 358 acres of western Joshua tree credits pursuant to Condition of Approval 8.3 and provide for the permanent protection and management of 327 acres of HM lands that includes known presence of MGS pursuant to Condition of Approval 8.4; OR

Option 4: provide for the permanent protection and management of 358 acres of HM lands that includes western Joshua tree pursuant to Condition of Approval 8.4 and purchase 327 acres of MGS credits pursuant to Condition of Approval 8.3.

Purchase of Covered Species credits AND/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. Western Joshua Tree 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 western Joshua tree HM lands as follows:

- 8.1.1. Land acquisition costs for HM lands identified in Condition of Approval 8.4 below, estimated at \$8,200.00/acre for 358 acres: **\$2,935,600.00**. Land acquisitions costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements;

- 8.1.2. All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in Condition of Approval 8.4.1 and 8.4.2 below; **\$17,440.00**;
- 8.1.3. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 8.4.6 below, estimated at **\$325,830.00**;
- 8.1.4. Interim management period funding as described in Condition of Approval 8.4.7 below, estimated at **\$180,552.00**;
- 8.1.5. Long-term management funding as described in Condition of Approval 8.5 below, estimated at \$3,968.96/acre for 358 acres: **\$1,420,887.00**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.
- 8.1.6. Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 8.6, estimated at **\$15,000.00**.
- 8.1.7. All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to acquisition, protection, and perpetual funding and management of the HM lands and restoration of temporarily disturbed habitat. These costs include but are not limited to the cost of issuing a request for proposals, transaction costs, contract administration costs, and costs associated with monitoring the contractor's work, estimated at **\$75,000.00**.
- 8.2. Mohave Ground Squirrel 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 MGS HM lands as follows:
 - 8.2.1. Land acquisition costs for HM lands identified in Condition of Approval 8.4 below, estimated at \$8,200.00/acre for 327 acres: **\$2,681,400.00**. Land acquisitions costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements;
 - 8.2.2. All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in Conditional of Approval 8.4.1 and 8.4.2 below: **\$17,440.00**;

- 8.2.3. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 8.4.6 below, estimated at **\$412,616.00**;
- 8.2.4. Interim management period funding as described in Condition of Approval 8.4.7 below, estimated at **\$204,482.00**;
- 8.2.5. Long-term management funding as described in Condition of Approval 8.5 below, estimated at \$4,131.03/acre for 327 acres: **\$1,350,848.00**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.
- 8.2.6. Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 8.6, estimated at **\$15,000.00**.
- 8.2.7. All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to acquisition, protection, and perpetual funding and management of the HM lands and restoration of temporarily disturbed habitat. These costs include but are not limited to the cost of issuing a request for proposals, transaction costs, contract administration costs, and costs associated with monitoring the contractor's work, estimated at **\$75,000.00**.
- 8.3. Covered Species Credits. If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 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.
- 8.4. 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:
 - 8.4.1. 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.

- 8.4.2. 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.
- 8.4.3. 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;
- 8.4.4. 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;
- 8.4.5. 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.

8.4.6. 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 <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;

8.4.7. 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, and monitoring of the Covered Species.

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.

8.5. 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 8.4.6. 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.

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

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

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

- 8.5.2. 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.

- 8.5.2.1. 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.
- 8.5.2.2. 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:
 - 8.5.2.2.1. 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.
 - 8.5.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.
 - 8.5.2.2.3. 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.
- 8.5.3. 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.
- 8.5.4. 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.

- 8.6. 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 **\$9,727,095.00** or in the amount identified in Condition of Approval 8 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 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 3), or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
 - 9.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.
 - 9.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
 - 9.5. Security Transmittal. Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 4) or 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 the completion of construction, the meeting of obligations under the Seed Collection Plan as described in Condition of approval 7.2.3, an on-site inspection by CDFW, and CDFW confirmation that all secured requirements have been satisfied, as evidenced by:

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Credit Purchase

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

Habitat Management Land Acquisition (HMLA)

- 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.

X. Amendment:

This ITP may be amended as provided by California Code of Regulations, Title 14, section 783.6, subdivision (c), and other applicable law. This ITP may be amended without the concurrence of the 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.

XI. 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. Permittee may resume covered activities after CDFW has issued a written notice stating that corrective actions have been taken to reestablish compliance with ITP conditions.

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(s) nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

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 (2081-2022-074-05) in a cover letter and on any other associated documents.

Amended ITP cover with attachment(s) to:

Erinn Wilson-Olgin, Regional Manager
California Department of Fish and Wildlife
3883 Ruffin Road
San Diego, CA 92123
(858) 467-4210

and a copy to:

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

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

Steve Gibson
California Department of Fish and Wildlife
3030 Old Ranch Parkway Suite 400
Seal Beach, CA 90740
(562) 252-2362
R5CESA@wildlife.ca.gov

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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 Palmdale. (See generally Pub. Resources Code, §§ 21067, 21069) The lead agency's prior environmental review of the Project is set forth in the Environmental Impact Report for Antelope Valley Business Park Site Specific Plan (SCH No.: 1990011110) certified by the City of Palmdale on July 11, 1992, for the Project as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.). The City of Palmdale certified an Addendum on January 27, 2022, to include the presence of western Joshua trees as a candidate species, defined by Section 2068 of the Fish and Game Code, and is fully protected under CESA effective October 9, 2020. At the time the lead agency certified the Environmental Impact Report 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 Environmental Impact Report 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 certified by the lead agency, and that adherence to and implementation of the Conditions of Approval imposed by CDFW through the issuance of this ITP, will avoid or reduce to below a level of significance any such potential effects. CDFW consequently finds that issuance of this ITP will not result in any significant, adverse impacts on the environment.

XV. Findings Pursuant to CESA:

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in CESA and related regulations. (Fish & G. Code § 2081, 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 Environmental Impact Report for Antelope Valley Business Park Site Specific Plan, Addendum, the result of site visits, 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

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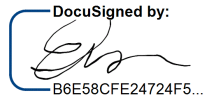
evaluation, CDFW determined that the protection and management in perpetuity of compensatory habitat and/or required mitigation credits pursuant to Condition of Approval 8 that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the 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:

ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Resume Form
ATTACHMENT 3	Letter of Credit Form
ATTACHMENT 4	Mitigation Payment Transmittal Form
ATTACHMENT 6	Major Amendment No. 1 with Track Changes

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ON 06/23/2026

DocuSigned by:

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Erinn Wilson-Olgin, Regional Manager
 South Coast Region

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