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

California Endangered Species Act
Incidental Take Permit No. 2081-2024-005-03

NORTHPOINT PARKWAY COMMERCE CENTER

I. Authority:

This California Endangered Species Act (CESA) incidental take permit (ITP) is issued by the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, title 14, section 783.0 et seq. CESA prohibits the take[1] of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.[2] However, CDFW may authorize the take of any such species by permit pursuant to the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c). (See Cal. Code Regs., tit. 14, § 783.4.)

Permittee:	**SR 2019 Giffen LLC**
Principal Officer:	**Kevin Carinalli, (707) 696-8588, kcar@sonic.net**
Contact Person:	**Dana Riggs, (707) 241-7718, driggs@solecology.com**
Mailing Address:	**422 Larkfield Center #102** **Santa Rosa, CA 95403**

II. Effective Date and Expiration Date of this ITP:

This ITP is effective as of the date signed by CDFW below. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **December 31, 2030**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 5.11 of this ITP.

---

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

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

III. Project Location:

The Northpoint Parkway Commerce Center (Project) is located southeast of the intersection of Northpoint Parkway and Thunderbolt Way within the City of Santa Rosa, Sonoma County at approximately 38.415451°N, 122.745947°W (Figure 1). The Project site is bounded by developed land to the north, west, and east, and Roseland Creek and the Santa Rosa Plain Vernal Pool Ecological Reserve beyond Roseland Creek to the southwest. The Project footprint is 8.02 acres and located on Assessor's Parcel Numbers 035-530-057, 035-530-023, 035-530-024, and 035-530-025 within Township 7N, Range 8W, Section 33 of the Santa Rosa U.S. Geological Survey 7.5-minute quadrangle map.

IV. Project Description:

The Project includes the development of 6.98 acres, of which 3.54 acres is undeveloped land, into a commercial/industrial building, paved driveways, parking areas, stormwater retention, and landscaping. Two existing paved areas on Thunderbolt Way and Kingfisher Way totaling 1.04 acres will also be used for staging and construction access, therefore the total Project footprint will be 8.02 acres. Project activities include using heavy equipment to grub and grade the entire Project site, utility trench digging, paving, landscaping, and other activities.

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

This ITP covers the following species:

Name	CESA Status[3]
California tiger salamander (*Ambystoma californiense*)	Threatened[4]

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

VI. Impacts of the Taking on Covered Species:

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above expected to result in incidental take of individuals of the Covered Species include preparing the construction work areas; grading and contouring; excavating; trenching; installation of subsurface improvements; stockpiling of soil and materials; spoils disposal; constructing temporary access routes; preparing staging areas; operating heavy equipment; removing vegetation; constructing a parking lot and commercial

[3] Under CESA, a species may be on the list of endangered species, the list of threatened species, or the list of candidate species.
[4] See Cal. Code Regs. tit. 14, § 670.5, subd. (b)(3)(G).

buildings; vehicular movement; installing and maintaining Covered Species barrier fencing; capturing, handling, and relocating the Covered Species; and surveying for Covered Species (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality ("kill") may occur as a result of Covered Activities such as crushing and entombing of individuals during construction; cut and fill grading; vehicular access; installing vegetation; collapsing of burrows; and entrapment in excavated pits, trenches, storm drains, or within construction materials. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so of the Covered Species surveying and relocating operations. The areas where authorized take of the Covered Species is expected to occur include: 3.54 acres of undeveloped land within the 8.02-acre Project site as shown in Figure 1 (collectively, the Project Area).

The Project is expected to cause the permanent loss of 3.54 acres of upland habitat for the Covered Species. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include: stress resulting from noise and vibrations from tunneling 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.

VII. Incidental Take Authorization of Covered Species:

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

VIII. Conditions of Approval:

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

1. **Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.

2. **CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Environmental Impact Report (SCH No.: 2008092114) certified by the City of Santa Rosa on November 3, 2009 as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).

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

4. **General Provisions:**

4.1. Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.

4.2. Designated Biologist(s). Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) using the Biologist Resume Form (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=202869) 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, natural history, collecting and handling of the 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.

4.3. Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Site and

otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.

4.4. Education Program. Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.

4.5. Construction Monitoring Documentation. The Designated Biologist(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.

4.6. Trash Abatement. Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least

once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.

4.7. Dust Control. Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.

4.8. Erosion Control Materials. Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.

4.9. Delineation of Property Boundaries. Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities.

4.10. Delineation of Habitat. Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.

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

4.12. Staging Areas. Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 4.11 of this ITP. Project activities within the 1.04-acre "Staging & Access" areas shown on Figure 1 shall be confined to existing paved areas.

4.13. Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.

4.14. CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.

4.15. Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all 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.

4.16. Prevention of Spread of Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one project site and/or waterbody to another. Prevention Best Management Practices (BMPs) and guidelines for invasive plants can be found on the California Invasive Plant Council's (Cal-IPC) website at: https://www.cal-ipc.org/solutions/prevention/ and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: https://stopaquatichitchhikers.org/.

5. Monitoring, Notification and Reporting Provisions:

5.1. Geographic Information Systems Data Files. Before starting Covered Activities, the Permittee shall provide CDFW with Geographic Information Systems (GIS) data files for permanent habitat impact areas authorized under this ITP for the Covered Species. The Permittee shall provide any additional GIS data files for the Project or related Covered Species features within 30 days of CDFW's request. All GIS data files shall be provided in a format acceptable to CDFW.

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

5.3. Notification of Non-Compliance. The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any

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

5.4. Compliance Monitoring. The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall also conduct compliance inspections and check Covered Species temporary barriers and refuge areas a minimum of once per week during periods of inactivity, and shall check Covered Species temporary barriers and refuge areas before, during, and following storm events pursuant to Condition of Approval 6.5, unless otherwise approved in writing by CDFW. The Designated Biologist shall conduct compliance inspections to:

(1) minimize incidental take of the Covered Species;

(2) prevent unlawful take of species;

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

(4) check all exclusion zones; and

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

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

5.5. Reporting of Habitat Impacts. Permittee shall monitor, calculate, and record in an electronic ledger the total amount of permanent impacts to Covered Species habitat and shall at a minimum account for these impacts based upon grassland and seasonal wetland habitat type.

5.6. Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (707) 428-2002 and the CDFW Regional Representative, Melanie Day (Melanie.Day@wildlife.ca.gov). The initial notification to CDFW shall include information regarding the location, species, and number of

animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.

5.7. Notification of Non-Native Salamanders or Hybrids. The Designated Biologist shall immediately notify CDFW if a suspected barred tiger salamander (*Ambystoma tigrinum mavortium*) or California tiger salamander and non-native salamander hybrid is found within the Project Area within 24 hours by calling the Regional Office at (707) 428-2002 and the CDFW Regional Representative, Melanie Day (Melanie.Day@wildlife.ca.gov). Permittee shall consult with CDFW to determine measures to address non-native or hybrid populations.

5.8. Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Conditions of Approval 5.3, 5.4, 5.5, and 5.6 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 Melanie Day (Melanie.Day@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.

5.9. Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 5.8; (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 permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.

5.10. CNDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.

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

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

6.1. Seasonal Work Period. Permittee shall limit ground disturbing activities involving construction and heavy equipment use (such as excavation, grading, contouring, trenching, road construction and repair, or disking) to the work period from June 15 to October 15 (Dry Season), except as otherwise described below for limited ground disturbing activities.

For limited ground disturbing activities outside of the above work period (such as minor excavation or contouring), Permittee shall submit requests for the activities to CDFW at least 14 days prior to the desired October 16 to June 14 (Wet Season) activity start date and obtain a separate written approval from CDFW prior to the activities.

Construction activity that is limited to non-ground disturbing activities (such as above-ground electrical or building construction work) is not limited to June 15 to October 15.

6.2. Work Restriction and Preparation for All Rain Events. Permittee or the Designated Biologist shall consult the 72-hour weather forecast from the National Weather Service (NWS) prior to the start of all ground disturbing activities involving construction and heavy equipment use. For a weekly forecast see https://forecast.weather.gov/MapClick.php?lat=38.4381&lon=-122.7125 and for a 48-hour percent precipitation forecast see https://graphical.weather.gov/sectors/northcalifornia.php and click on QPF in Amount of Precipitation row then toggle +/- 12 hours. Ground disturbing activities shall not begin unless a 72-hour no precipitation forecast is obtained covering the entire Project Area and necessary erosion control measures are implemented. The Designated Biologist shall keep precipitation records on-site, and these records shall be subject to CDFW inspection.

- If a 40 percent or greater chance of rain is forecasted, then ground disturbing activities shall cease at least 24 hours prior to the forecasted rain and the Designated Biologist shall confirm with the Permittee that all necessary erosion control measures have been implemented prior to the onset of precipitation, unless otherwise approved in writing by CDFW.

- If ground-disturbing activities are approved by CDFW as described above, the Designated Biologist shall survey the work area before construction begins each day rain is forecast. If rain exceeds 0.25 inches during a 24-hour period, ground-disturbing activities shall cease.

- Twenty-four hours after the rain ceases and once there is less than a 40 percent chance of precipitation in the 24-hour forecast, ground disturbing activities may continue.

6.3. Time of Day Work Restriction. Permittee shall terminate all Covered Activities 30 minutes before sunset and shall not resume Covered Activities until 30 minutes after sunrise, unless otherwise approved in writing by CDFW. The Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department for determining when Covered Activities shall terminate and resume.

6.4. Personnel Restriction. Permittee shall ensure that all construction activities and personnel, including subcontractors, are restricted to the active construction area surrounded by the CTS temporary barrier and public roads.

6.5. Covered Species Temporary Barrier. Permittee shall provide a Covered Species Temporary Barrier Plan (Plan) a minimum of 30 days prior to commencing Covered Activities to CDFW for review and obtain CDFW's written approval of the Plan. Prior to any ground disturbing Covered Activities and under the direct supervision of the Designated Biologist, Permittee shall install a temporary barrier to prevent the Covered Species from dispersing into the Project Area pursuant to the CDFW-approved Plan. The barrier shall be designed to allow Covered Species to leave the Project Area using a one-way funnel at 100-foot intervals along the barrier where suitable habitat for the Covered Species occurs on the other side of the temporary barrier, unless otherwise approved by CDFW in writing. Permittee shall provide refuge opportunities, such as coverboards (2-foot x 2-foot plywood), along both sides of the temporary barrier at 100-foot intervals on each side, and a climbing barrier at the top of the temporary barrier, unless otherwise approved by CDFW in writing. The temporary barrier shall remain in place until Covered Activities are completed, including during periods of inactivity. The Permittee shall maintain and repair the temporary barrier immediately to ensure that it is functional and without defects. The Designated Biologist shall check Covered Species temporary barriers and refuge areas daily during Covered Activities and before, during, and following storm events, and weekly once habitat is completely removed from the Project Area and during periods of inactivity. Animals found within the interior of the barrier shall be relocated outside of the barrier as described in the Covered Species Relocation Plan (see Condition of Approval 6.7).

6.6. Covered Species Permanent Barrier. Permittee shall provide a Covered Species Permanent Barrier Plan (Plan) a minimum of 30 days prior to commencing Covered Activities to CDFW for review and obtain CDFW's written approval of the Plan, unless otherwise approved in writing by CDFW. The Permittee shall install a permanent 12-inch-high impenetrable barrier between the impacted area and adjacent Covered Species habitat pursuant to the CDFW-approved Plan. The permanent barrier shall be installed after grading and stabilizing activities have been completed and prior to construction of building or other development, unless otherwise approved in writing by CDFW. Permittee shall design the barrier to prevent Covered Species from climbing over it or under it through burrows or cracks. The Permittee shall ensure the permanent barrier is monitored and maintained. The barrier shall be inspected annually prior to October 1 and all damages to the barrier shall be repaired immediately. Permittee shall ensure that permanent barriers installed between fully developed areas and Covered Species habitat are maintained in perpetuity.

6.7. Covered Species Relocation Plan. Permittee shall provide a Covered Species Relocation Plan (Relocation Plan) a minimum of 30 days prior to the commencement of Covered Activities to CDFW for review and obtain CDFW's written approval of the Relocation Plan. The Designated Biologist shall implement the CDFW-approved Relocation Plan to install the Covered Species temporary barrier (see Condition of Approval 6.5); install any pitfall traps, cover boards, and drift fence arrays; check any pitfall traps and cover boards according to the rainfall-dependent schedule; and relocate captured Covered Species adults, juveniles, and larva to a suitable site.

6.8. Covered Species Handling and Injury. Covered Species shall be handled and assessed according to the Restraint and Handling of Live Amphibians USGS, National Wildlife Health Center (D. Earl Greene, ARMI SOP NO. 100; 16 February 2001) (Attachment 2). If an injured Covered Species is found during the Project term, the individual shall be evaluated by the Designated Biologist who shall then immediately contact the CDFW Regional Representative, via email and telephone, to discuss the next steps pursuant to Condition of Approval 5.6. If the CDFW Regional Representative cannot be contacted immediately, the injured Covered Species shall be placed in a shaded container and kept moist. If the CDFW Regional Representative is not available or has not responded within 2 hours of initial attempts, then the following steps shall be taken by the Designated Biologist:

6.8.1. If the injury is minor or healing and the Covered Species is likely to survive, the Covered Species shall be released immediately in accordance with the Condition of Approval 6.7.

6.8.2. If it is determined that the Covered Species has major or serious injuries as a result of Project-related activities the Designated Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. If taken into captivity the individual shall remain in captivity and not be released into the wild unless it has been kept in quarantine and the release is authorized by the CDFW and U.S. Fish and Wildlife Service. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The circumstances of the injury, the procedure followed, and the final disposition of the injured animal shall be documented in a written incident report as described in Condition of Approval 5.6.

6.9. Atypical Dens and Burrows. Permittee shall ensure that all construction pipes, culverts, or similar structures that are stored in the Project Area for one or more overnight periods are either securely capped prior to storage or thoroughly inspected by the Designated Biologist before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If a

Covered Species is discovered inside a pipe by the Designated Biologist or anyone else, the Designated Biologist shall move the animal to a safe nearby location per the Relocation Plan described in Condition of Approval 6.7.

6.10. Pre-Construction Surveys. The Designated Biologist shall complete walking surveys of the Project Area prior to any initial ground disturbing activity and shall follow earthmoving equipment to look for Covered Species during initial site grading and other ground disturbing activities. Areas to be surveyed shall include suitable habitat features for the Covered Species such as aquatic and upland areas as well as under woody or other debris. Pre-construction surveys shall be conducted in conjunction with Covered Species temporary barrier installation. If a Covered Species is discovered, the Designated Biologist shall move the animal to a safe nearby location (e.g., mouth of small mammal burrow outside of the construction area) and monitor it until it is determined that the animal is not imperiled by predators or other dangers (see Condition of Approval 6.7).

6.11. Trench Escape and Inspection. The Designated Biologist shall inspect all open holes, sumps, and trenches within the Project Area at the beginning of each working day for trapped animals. To prevent inadvertent entrapment of Covered Species, the Designated Biologist shall oversee the covering of all trenches, holes, sumps, or other excavations with a greater than 1:1 (45 degree) slope of any depth with barrier material at the close of each working day such that Covered Species are unable to dig or squeeze under the barrier and become entrapped. The outer two feet of excavation cover shall conform to solid ground so that gaps do not occur between the cover and the ground and secured with soil staples or similar means to prevent gaps.

Each morning prior to beginning Covered Activities and immediately before trenches, holes, sumps, or other excavations are back-filled, the Designated Biologist shall thoroughly inspect them for Covered Species. Trenches, holes, sumps, or other excavations that are covered long-term shall be inspected at the beginning of each working day to ensure inadvertent entrapment has not occurred. Permittee shall cease all Covered Activities in the vicinity and notify the Designated Biologist immediately if any worker discovers that Covered Species have become trapped. If at any time a trapped Covered Species is discovered by the Designated Biologist or anyone else, the Designated Biologist shall capture and relocate the animal to a safe nearby location per the Relocation Plan described in Condition of Approval 6.7.

6.11.1. If the open holes, sumps, trenches, or excavations cannot be covered, then a Covered Species temporary barrier shall be installed around any trenches, holes, sumps, or other excavations to prevent Covered Species

from becoming trapped. Refuge opportunities, such as coverboards shall be provided on the outside perimeter of the barrier.

6.12. Burrow Protection. The Designated Biologist shall mark for avoidance all small mammal burrows with flagging at the limits of access areas, including vehicle routes, and staging areas.

6.13. Erosion Control. All erosion and sediment control measures shall be installed prior to earth-moving Covered Activities. Permittee shall utilize erosion control measures throughout the Project where sediment runoff from exposed soils could leave the Project Area. The Designated Biologist(s) shall monitor erosion control measures before, during, and after each storm event and Permittee shall repair and/or replace ineffective measures immediately.

6.14. Spoil Pile Stabilization. Soil stockpiles shall be placed where soil cannot erode or wash outside of the Project Area. Permittee shall stabilize active and non-active spoil piles with native grass hydro-seed, erosion control fabric, straw, or other biodegradable material by October 15 of each year of the Project. Plastic and other synthetic materials shall not be used. Fiber rolls and a Covered Species temporary barrier shall be placed around the perimeter of non-active spoil piles, and slope breaks shall be utilized on the slopes of non-active spoil piles. Active spoil piles shall be covered/stabilized adequately when rainy conditions are evident (see Condition of Approval 6.2) or at any time when spoil material could enter Covered Species terrestrial or aquatic habitat.

6.15. Pesticides Prohibited. Permittee shall ensure that rodenticides or other poisons used in the control of fossorial (burrow-dwelling) mammals, and herbicides, are not used within the Project Area during the term of this ITP unless otherwise approved in writing by CDFW.

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

To meet this requirement, the Permittee shall either purchase 7.08 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 7.2 below OR shall provide for both the

permanent protection and management of 7.08 acres of Habitat Management (HM) lands pursuant to Condition of Approval 7.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 7.4 below. Purchase of Covered Species credits OR permanent protection and funding for perpetual management of HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 8 below for all uncompleted obligations.

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

7.1.1. Land acquisition costs for HM lands identified in Condition of Approval 7.3 below, estimated at $105,026/acre for 7.08 acres: **$743,584**. Land acquisitions costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements;

7.1.2. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 7.3.6 below, estimated at **$96,267**;

7.1.3. Contingency Security. Contingency security funding as described in Condition of Approval 7.3.7 below estimated at **$9,627.**

7.1.4. Interim management period funding as described in Condition of Approval 7.3.8 below, estimated at **$34,448**;

7.1.5. Long-term management funding as described in Condition of Approval 7.4 below, estimated at $100,718/acre for 7.08 acres: **$713,086**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.

7.1.6. 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 7.5, estimated at **$3,000**.

7.1.7. All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to Covered Species credits or acquisition, protection, and perpetual funding and management of the HM lands or purchase of Covered Species credits. These costs include but are not limited to the cost of issuing a request for

proposals, transaction costs, contract administration costs, and costs associated with monitoring the contractor's work **$40,000**.

7.2. Covered Species Credits. If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 7.08 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of this ITP if Security is provided pursuant to Condition of Approval 8 below. Prior to purchase of Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittee shall submit to CDFW a copy of the Bill of Sale(s) and Payment Receipt(s) and obtain CDFW's written approval of the purchased credits as appropriate compensation for the impacts of the Project prior to initiating Covered Activities or within 18 months from issuance of this ITP if Security is provided.

7.3. Habitat Management Lands Acquisition and Protection. If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall:

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

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

the "doctrine of merger" could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement.

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

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

7.3.5. Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.

7.3.6. Start-Up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing and implementing a Development and Restoration Plan approved by CDFW in writing; (2) preparing an Interim Management Plan, including the costs of interim management activities, approved by CDFW in writing; (3) preparing a Long-Term Management Plan, including the endowment assessment (see Condition of Approval 7.4.2), approved by CDFW in writing (see https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736); (4) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (5) developing and transferring Geographic Information Systems (GIS) data if applicable; (6)

establishing initial fencing; (7) conducting litter removal; (8) conducting initial habitat restoration or enhancement, if applicable; and (9) installing signage.

7.3.7. Contingency. Provide for any necessary remedial action and guarantee that the performance measures as described in the development and restoration plan and interim management plan described in Conditions of Approval 7.3.6 and 7.3.8 have been achieved.

7.3.8. 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 Interim 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 Interim Management Plan shall include but not be limited to fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management.

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

7.4. Endowment Fund. If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the Long-Term 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 Long-Term Management Plan required by Condition of

Approval 7.3.6. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the Long-Term 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 Long-Term Management Plan. Such activities shall be funded through the Endowment.

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

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

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

7.4.2. Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands 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) and include the endowment assessment in the Long-Term Management Plan. Note that the endowment for the easement holder is a separate cost from the Endowment Deposit Amount and should not be included in this calculation. The Permittee shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the Endowment Manager.

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

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

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

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

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

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

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

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

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

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

8. Security: The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 7 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

8.1. Security Amount. The Security shall be in the amount of **$1,640,012** or in the amount identified in Condition of Approval 7.1 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 7.1 above, sufficient for CDFW or its contractors to complete purchase of Covered Species credits or land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.

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

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

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

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

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

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

For Covered Species credits

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

OR for the permanent protection and management of HM Lands

- An on-site inspection conducted by CDFW;
- 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 purchase of Covered Species credits or acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

IX. Amendment:

This ITP may be amended as provided by California Code of Regulations, title 14,

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

X. Stop-Work Order:

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

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

XI. Liability:

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

XII. Compliance with Other Laws:

This ITP sets forth CDFW's requirements for the Permittee to implement the Project pursuant to CESA. This ITP does not necessarily create an entitlement to proceed with

the Project. Permittee is responsible for complying with all other applicable federal, state, and local law.

XIII. Notices:

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2024-005-03) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

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

and a copy to:

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

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

Melanie Day, Senior Environmental Scientist (Supervisory)
California Department of Fish and Wildlife – Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
Telephone: (707) 428-2075
Melanie.Day@wildlife.ca.gov

XIV. Compliance with the California Environmental Quality Act:

CDFW is a responsible agency pursuant to CEQA with respect to this ITP. (See generally Pub. Resources Code, § 21069.) The City of Santa Rosa is the CEQA lead agency for the Project. (See generally Pub. Resources Code, § 21067.) The lead agency determined that the Project is exempt from CEQA as set forth in the Notice of Exemption that the City of Santa Rosa filed for the Northpoint Commerce Center on

February 12, 2024. Pursuant to Public Resources Code section 21080.1, subdivision (a), the lead agency is responsible for determining whether a project is exempt from CEQA and that determination "shall be final and conclusive on all persons, including responsible agencies." For this reason, CDFW is bound by the City of Santa Rosa's determination that the project is exempt from CEQA review.

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, Santa Rosa General 2035 Plan Final EIR, the results of site visits and consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

(1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;

(2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of avoidance zones; (3) worker education; and (4) Monthly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 7.08 acres of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;

(3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;

(4) The measures required by this ITP maintain Permittee's objectives to the greatest extent possible;

(5) All required measures are capable of successful implementation;

(6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;

(7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and

(8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

XVI. Attachments:

FIGURE 1	Location of Project Area and CTS Habitat Impacts
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Restraint and Handling of Live Amphibians
ATTACHMENT 3	Letter of Credit Form

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

on 11/6/2026.

DocuSigned by:
Erin Chappell
B77E9A6211EF486...

Erin Chappell, Regional Manager
Bay Delta Region

Figure 1. Location of Project Area and CTS Habitat Impacts
Northpoint Commerce Center, Northpoint Parkway, Santa Rosa, CA 95407



Project Site (8.02 ac)
Staging & Access (1.04 ac)
Hardscape / Gravel (3.44 ac)
Permanent Impacts to CTS Upland Habitat (3.54 ac)
Parcel Boundary
Streams
Streets

Date: 3-13-2025
Data: Sol Ecology Inc., Sonoma Co. , USGS
Base: Sonoma Ortho (2021)

Proj: NAD_1983_2011_StatePlane_California_II_FIPS_0402_Ft_US
GIS: AG2216 fig1 loc 2

SOL ECOLOGY

Attachment 1

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

INCIDENTAL TAKE PERMIT NO. 2081-2025-005-03

PERMITTEE: **SR 2019 Giffen LLC**

PROJECT: **Northpoint Parkway Commerce Center**

PURPOSE OF THE MMRP

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

OBLIGATIONS OF PERMITTEE

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

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

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

TABLE OF MITIGATION MEASURES

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

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

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	BEFORE DISTURBING SOIL OR VEGETATION				
1	Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.	ITP Condition # 4.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	Designated Biologist(s). Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) using the Biologist Resume Form (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=202869) 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, natural history, collecting and handling of the 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.	ITP Condition # 4.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
3	Education Program. Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.	ITP Condition # 4.4	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
4	Trash Abatement. Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition # 4.6	Before commencing ground- or vegetation-disturbing activities	Permittee	
5	Delineation of Property Boundaries. Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities.	ITP Condition # 4.9	Before commencing ground- or vegetation-disturbing activities	Permittee	
6	Delineation of Habitat. Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.	ITP Condition # 4.10	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
7	Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 4.13	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
8	CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.	ITP Condition # 4.14	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
9	Geographic Information Systems Data Files. Before starting Covered Activities, the Permittee shall provide CDFW with Geographic Information Systems (GIS) data files for permanent habitat impact areas authorized under this ITP for the Covered Species. The Permittee shall provide any additional GIS data files for the Project or related Covered Species features within 30 days of CDFW's request. All GIS data files shall be provided in a format acceptable to CDFW.	ITP Condition # 5.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
10	Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.	ITP Condition # 5.2	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
11	Seasonal Work Period. Permittee shall limit ground disturbing activities involving construction and heavy equipment use (such as excavation, grading, contouring, trenching, road construction and repair, or disking) to the work period from June 15 to October 15 (Dry Season), except as otherwise described below for limited ground disturbing activities. For limited ground disturbing activities outside of the above work period (such as minor excavation or contouring), Permittee shall submit requests for the activities to CDFW at least 14 days prior to the desired October 16 to June 14 (Wet Season) activity start date and obtain a separate written approval from CDFW prior to the activities. Construction activity that is limited to non-ground disturbing activities (such as above-ground electrical or building construction work) is not limited to June 15 to October 15.	ITP Condition # 6.1	Before commencing ground- or vegetation-disturbing activities	Permittee	
12	Work Restriction and Preparation for All Rain Events. Permittee or the Designated Biologist shall consult the 72-hour weather forecast from the National Weather Service (NWS) prior to the start of all ground disturbing activities involving construction and heavy equipment use. For a weekly forecast see https://forecast.weather.gov/MapClick.php?lat=38.4381&lon=-122.7125 and for a 48-hour percent precipitation forecast see https://graphical.weather.gov/sectors/northcalifornia.php and click on QPF in Amount of Precipitation row then toggle +/- 12 hours. Ground disturbing activities shall not begin unless a 72-hour no precipitation forecast is obtained covering the entire Project Area and necessary erosion control measures are implemented. The Designated Biologist shall keep precipitation records on-site, and these records shall be subject to CDFW inspection. • If a 40 percent or greater chance of rain is forecasted, then ground disturbing activities shall cease at least 24 hours prior to the forecasted rain and the Designated Biologist shall confirm with the Permittee that all necessary erosion control measures have been implemented prior to the onset of precipitation, unless otherwise approved in writing by CDFW. • If ground-disturbing activities are approved by CDFW as described above, the Designated Biologist shall survey the work area before construction begins each day rain is forecast. If rain exceeds 0.25 inches during a 24-hour period, ground-disturbing activities shall cease. • Twenty-four hours after the rain ceases and once there is less than a 40 percent chance of precipitation in the 24-hour forecast, ground disturbing activities may continue.	ITP Condition # 6.2	Before commencing ground- or vegetation-disturbing activities	Permittee/Designated Biologist	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
13	Covered Species Temporary Barrier. Permittee shall provide a Covered Species Temporary Barrier Plan (Plan) a minimum of 30 days prior to commencing Covered Activities to CDFW for review and obtain CDFW's written approval of the Plan. Prior to any ground disturbing Covered Activities and under the direct supervision of the Designated Biologist, Permittee shall install a temporary barrier to prevent the Covered Species from dispersing into the Project Area pursuant to the CDFW-approved Plan. The barrier shall be designed to allow Covered Species to leave the Project Area using a one-way funnel at 100-foot intervals along the barrier where suitable habitat for the Covered Species occurs on the other side of the temporary barrier, unless otherwise approved by CDFW in writing. Permittee shall provide refuge opportunities, such as coverboards (2-foot x 2-foot plywood), along both sides of the temporary barrier at 100-foot intervals on each side, and a climbing barrier at the top of the temporary barrier, unless otherwise approved by CDFW in writing. The temporary barrier shall remain in place until Covered Activities are completed, including during periods of inactivity. The Permittee shall maintain and repair the temporary barrier immediately to ensure that it is functional and without defects. The Designated Biologist shall check Covered Species temporary barriers and refuge areas daily during Covered Activities and before, during, and following storm events, and weekly once habitat is completely removed from the Project Area and during periods of inactivity. Animals found within the interior of the barrier shall be relocated outside of the barrier as described in the Covered Species Relocation Plan (see Condition of Approval 6.7).	ITP Condition # 6.5	Before commencing ground- or vegetation-disturbing activities	Permittee	
14	Covered Species Permanent Barrier. Permittee shall provide a Covered Species Permanent Barrier Plan (Plan) a minimum of 30 days prior to commencing Covered Activities to CDFW for review and obtain CDFW's written approval of the Plan, unless otherwise approved in writing by CDFW. The Permittee shall install a permanent 12-inch-high impenetrable barrier between the impacted area and adjacent Covered Species habitat pursuant to the CDFW-approved Plan. The permanent barrier shall be installed after grading and stabilizing activities have been completed and prior to construction of building or other development, unless otherwise approved in writing by CDFW. Permittee shall design the barrier to prevent Covered Species from climbing over it or under it through burrows or cracks. The Permittee shall ensure the permanent barrier is monitored and maintained. The barrier shall be inspected annually prior to October 1 and all damages to the barrier shall be repaired immediately. Permittee shall ensure that permanent barriers installed between fully developed areas and Covered Species habitat are maintained in perpetuity.	ITP Condition # 6.6	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
15	Covered Species Relocation Plan. Permittee shall provide a Covered Species Relocation Plan (Relocation Plan) a minimum of 30 days prior to the commencement of Covered Activities to CDFW for review and obtain CDFW's written approval of the Relocation Plan. The Designated Biologist shall implement the CDFW-approved Relocation Plan to install the Covered Species temporary barrier (see Condition of Approval 6.5); install any pitfall traps, cover boards, and drift fence arrays; check any pitfall traps and cover boards according to the rainfall-dependent schedule; and relocate captured Covered Species adults, juveniles, and larva to a suitable site.	ITP Condition # 6.7	Before commencing ground- or vegetation-disturbing activities	Permittee	
16	Pre-Construction Surveys. The Designated Biologist shall complete walking surveys of the Project Area prior to any initial ground disturbing activity and shall follow earthmoving equipment to look for Covered Species during initial site grading and other ground disturbing activities. Areas to be surveyed shall include suitable habitat features for the Covered Species such as aquatic and upland areas as well as under woody or other debris. Pre-construction surveys shall be conducted in conjunction with Covered Species temporary barrier installation. If a Covered Species is discovered, the Designated Biologist shall move the animal to a safe nearby location (e.g., mouth of small mammal burrow outside of the construction area) and monitor it until it is determined that the animal is not imperiled by predators or other dangers (see Condition of Approval 6.7).	ITP Condition # 6.10	Before commencing ground- or vegetation-disturbing activities	Designated Biologist	
17	Burrow Protection. The Designated Biologist shall mark for avoidance all small mammal burrows with flagging at the limits of access areas, including vehicle routes, and staging areas.	ITP Condition # 6.12	Before commencing ground- or vegetation-disturbing activities	Designated Biologist	
18	Erosion Control. All erosion and sediment control measures shall be installed prior to earth-moving Covered Activities. Permittee shall utilize erosion control measures throughout the Project where sediment runoff from exposed soils could leave the Project Area. The Designated Biologist(s) shall monitor erosion control measures before, during, and after each storm event and Permittee shall repair and/or replace ineffective measures immediately.	ITP Condition # 6.13	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
19	Covered Species Credits or Habitat Management Land Acquisition: CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result from implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the protected acreage required to provide for adequate compensation. To meet this requirement, the Permittee shall either purchase 7.08 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 7.2 below OR shall provide for both the permanent protection and management of 7.08 acres of Habitat Management (HM) lands pursuant to Condition of Approval 7.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 7.4 below. Purchase of Covered Species credits OR permanent protection and funding for perpetual management of HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 8 below for all uncompleted obligations.	ITP Condition # 7	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
20	Cost Estimates. For the purposes of determining the Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to complete purchase of Covered Species credits or acquisition, protection, and perpetual management of the HM lands as follows: Land acquisition costs for HM lands identified in Condition of Approval 7.3 below, estimated at $105,026/acre for 7.08 acres: $743,584. Land acquisitions costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements; Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 7.3.6 below, estimated at $96,267; Contingency Security. Contingency security funding as described in Condition of Approval 7.3.7 below estimated at $9,627. Interim management period funding as described in Condition of Approval 7.3.8 below, estimated at $34,448; Long-term management funding as described in Condition of Approval 7.4 below, estimated at $100,718/acre for 7.08 acres: $713,086. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management. Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 7.5, estimated at $3,000. All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to Covered Species credits or acquisition, protection, and perpetual funding and management of the HM lands or purchase of Covered Species credits. These costs include but are not limited to the cost of issuing a request for proposals, transaction costs, contract administration costs, and costs associated with monitoring the contractor's work $40,000.	ITP Condition # 7.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
21	Covered Species Credits. If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 7.08 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of this ITP if Security is provided pursuant to Condition of Approval 8 below. Prior to purchase of Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittee shall submit to CDFW a copy of the Bill of Sale(s) and Payment Receipt(s) and obtain CDFW's written approval of the purchased credits as appropriate compensation for the impacts of the Project prior to initiating Covered Activities or within 18 months from issuance of this ITP if Security is provided.	ITP Condition # 7.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
22	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: 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. Conservation Easement. If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the "doctrine of merger" could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement.	ITP Conditions # 7.3, 7.3.1, 7.3.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
23	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;	ITP Condition # 7.3.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
24	HM Lands Documentation. Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services;	ITP Condition # 7.3.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
25	Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.	ITP Condition # 7.3.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
26	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 and implementing a Development and Restoration Plan approved by CDFW in writing; (2) preparing an Interim Management Plan, including the costs of interim management activities, approved by CDFW in writing; (3) preparing a Long-Term Management Plan, including the endowment assessment (see Condition of Approval 7.4.2), approved by CDFW in writing (see https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736); (4) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (5) developing and transferring Geographic Information Systems (GIS) data if applicable; (6) establishing initial fencing; (7) conducting litter removal; (8) conducting initial habitat restoration or enhancement, if applicable; and (9) installing signage.	ITP Condition # 7.3.6	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
27	Contingency. Provide for any necessary remedial action and guarantee that the performance measures as described in the development and restoration plan and interim management plan described in Conditions of Approval 7.3.6 and 7.3.8 have been achieved.	ITP Condition # 7.3.7	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
28	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 Interim 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 Interim Management Plan shall include but not be limited to fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management. Permittee shall either (1) provide Security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.	ITP Condition # 7.3.8	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
29	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 Long-Term 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 Long-Term Management Plan required by Condition of Approval 7.3.6. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended. After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the Long-Term 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 Long-Term Management Plan. Such activities shall be funded through the Endowment.	ITP Condition # 7.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
30	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).	ITP Condition # 7.4.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
31	Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands 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) and include the endowment assessment in the Long-Term Management Plan. Note that the endowment for the easement holder is a separate cost from the Endowment Deposit Amount and 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. 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. Endowment Buffers/Assumptions. Permittee shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment: 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding. Non-Annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.	ITP Condition # 7.4.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
32	Transfer Long-Term Endowment Funds. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.	ITP Condition # 7.4.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
33	Management of the Endowment. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended. Notwithstanding Probate Code sections 18501-18510, the Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds. Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the Endowment to preserve the conservation values of the HM lands, the Endowment Manager shall process that expenditure in accordance with directions from CDFW. The Endowment Manager shall not be liable for any shortfall in the Endowment resulting from CDFW's decision to make such an expenditure.	ITP Condition # 7.4.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
34	Reimburse CDFW. Permittee shall reimburse CDFW for all reasonable costs incurred by CDFW related to issuance and monitoring of this ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, costs incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.	ITP Condition # 7.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
35	Security: The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 7 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows: Security Amount. The Security shall be in the amount of $1,640,012 or in the amount identified in Condition of Approval 7.1 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 7.1 above, sufficient for CDFW or its contractors to complete purchase of Covered Species credits or land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring. Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW. Security Transmittal. Permittee shall transmit security to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.	ITP Condition # 8, 8.1 to 8.5	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	DURING CONSTRUCTION				
36	Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.	ITP Condition # 4.3	Entire Project	Permittee	
37	Construction Monitoring Documentation. The Designated Biologist(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.	ITP Condition # 4.5	Entire Project	Designated Biologist	
38	Dust Control. Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.	ITP Condition # 4.7	Entire Project	Designated Biologist	
39	Erosion Control Materials. Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.	ITP Condition # 4.8	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
40	Project Access. Project-related personnel shall access the Project Area using existing routes, and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.	ITP Condition # 4.11	Entire Project	Permittee	
41	Staging Areas. Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 4.11 of this ITP. Project activities within the 1.04-acre "Staging & Access" areas shown on Figure 1 shall be confined to existing paved areas.	ITP Condition # 4.12	Entire Project	Permittee	
42	Prevention of Spread of Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one project site and/or waterbody to another. Prevention Best Management Practices (BMPs) and guidelines for invasive plants can be found on the California Invasive Plant Council's (Cal-IPC) website at: https://www.cal-ipc.org/solutions/prevention/ and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: https://stopaquatichitchhikers.org/.	ITP Condition # 4.16	Entire Project	Permittee	
43	Notification of Non-Compliance. The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.	ITP Condition # 5.3	Entire Project	Designated Representative	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
44	Compliance Monitoring. The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall also conduct compliance inspections and check Covered Species temporary barriers and refuge areas a minimum of once per week during periods of inactivity, and shall check Covered Species temporary barriers and refuge areas before, during, and following storm events pursuant to Condition of Approval 6.5, unless otherwise approved in writing by CDFW. The Designated Biologist shall conduct compliance inspections to: (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of this ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.	ITP Condition # 5.4	Entire Project	Designated Biologist	
45	Reporting of Habitat Impacts. Permittee shall monitor, calculate, and record in an electronic ledger the total amount of permanent impacts to Covered Species habitat and shall at a minimum account for these impacts based upon grassland and seasonal wetland habitat type.	ITP Condition # 5.5	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
46	Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (707) 428-2002 and the CDFW Regional Representative, Melanie Day (Melanie.Day@wildlife.ca.gov). The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.	ITP Condition # 5.6	Entire Project	Permittee	
47	Notification of Non-Native Salamanders or Hybrids. The Designated Biologist shall immediately notify CDFW if a suspected barred tiger salamander (Ambystoma tigrinum mavortium) or California tiger salamander and non-native salamander hybrid is found within the Project Area within 24 hours by calling the Regional Office at (707) 428-2002 and the CDFW Regional Representative, Melanie Day (Melanie.Day@wildlife.ca.gov). Permittee shall consult with CDFW to determine measures to address non-native or hybrid populations.	ITP Condition # 5.7	Entire Project	Designated Biologist	
48	Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Conditions of Approval 5.3, 5.4, 5.5, and 5.6 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 Melanie Day (Melanie.Day@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition # 5.8	Entire Project	Designated Biologist	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
49	Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 5.8; (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 permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.	ITP Condition # 5.9	Entire Project	Permittee	
50	CNDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.	ITP Condition # 5.10	Entire Project	Permittee	
51	Time of Day Work Restriction. Permittee shall terminate all Covered Activities 30 minutes before sunset and shall not resume Covered Activities until 30 minutes after sunrise, unless otherwise approved in writing by CDFW. The Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department for determining when Covered Activities shall terminate and resume.	ITP Condition # 6.3	Entire Project	Permittee	
52	Personnel Restriction. Permittee shall ensure that all construction activities and personnel, including subcontractors, are restricted to the active construction area surrounded by the CTS temporary barrier and public roads.	ITP Condition # 6.4	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
53	Covered Species Handling and Injury. Covered Species shall be handled and assessed according to the Restraint and Handling of Live Amphibians USGS, National Wildlife Health Center (D. Earl Greene, ARMI SOP NO. 100; 16 February 2001) (Attachment 2). If an injured Covered Species is found during the Project term, the individual shall be evaluated by the Designated Biologist who shall then immediately contact the CDFW Regional Representative, via email and telephone, to discuss the next steps pursuant to Condition of Approval 5.6. If the CDFW Regional Representative cannot be contacted immediately, the injured Covered Species shall be placed in a shaded container and kept moist. If the CDFW Regional Representative is not available or has not responded within 2 hours of initial attempts, then the following steps shall be taken by the Designated Biologist: If the injury is minor or healing and the Covered Species is likely to survive, the Covered Species shall be released immediately in accordance with the Condition of Approval 6.7. If it is determined that the Covered Species has major or serious injuries as a result of Project-related activities the Designated Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. If taken into captivity the individual shall remain in captivity and not be released into the wild unless it has been kept in quarantine and the release is authorized by the CDFW and U.S. Fish and Wildlife Service. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The circumstances of the injury, the procedure followed, and the final disposition of the injured animal shall be documented in a written incident report as described in Condition of Approval 5.6.	ITP Condition # 6.8	Entire Project	Designated Biologist	
54	Atypical Dens and Burrows. Permittee shall ensure that all construction pipes, culverts, or similar structures that are stored in the Project Area for one or more overnight periods are either securely capped prior to storage or thoroughly inspected by the Designated Biologist before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If a Covered Species is discovered inside a pipe by the Designated Biologist or anyone else, the Designated Biologist shall move the animal to a safe nearby location per the Relocation Plan described in Condition of Approval 6.7.	ITP Condition # 6.9	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
55	Trench Escape and Inspection. The Designated Biologist shall inspect all open holes, sumps, and trenches within the Project Area at the beginning of each working day for trapped animals. To prevent inadvertent entrapment of Covered Species, the Designated Biologist shall oversee the covering of all trenches, holes, sumps, or other excavations with a greater than 1:1 (45 degree) slope of any depth with barrier material at the close of each working day such that Covered Species are unable to dig or squeeze under the barrier and become entrapped. The outer two feet of excavation cover shall conform to solid ground so that gaps do not occur between the cover and the ground and secured with soil staples or similar means to prevent gaps. Each morning prior to beginning Covered Activities and immediately before trenches, holes, sumps, or other excavations are back-filled, the Designated Biologist shall thoroughly inspect them for Covered Species. Trenches, holes, sumps, or other excavations that are covered long-term shall be inspected at the beginning of each working day to ensure inadvertent entrapment has not occurred. Permittee shall cease all Covered Activities in the vicinity and notify the Designated Biologist immediately if any worker discovers that Covered Species have become trapped. If at any time a trapped Covered Species is discovered by the Designated Biologist or anyone else, the Designated Biologist shall capture and relocate the animal to a safe nearby location per the Relocation Plan described in Condition of Approval 6.7. If the open holes, sumps, trenches, or excavations cannot be covered, then a Covered Species temporary barrier shall be installed around any trenches, holes, sumps, or other excavations to prevent Covered Species from becoming trapped. Refuge opportunities, such as coverboards shall be provided on the outside perimeter of the barrier.	ITP Condition # 6.11	Entire Project	Designated Biologist	
56	Spoil Pile Stabilization. Soil stockpiles shall be placed where soil cannot erode or wash outside of the Project Area. Permittee shall stabilize active and non-active spoil piles with native grass hydro-seed, erosion control fabric, straw, or other biodegradable material by October 15 of each year of the Project. Plastic and other synthetic materials shall not be used. Fiber rolls and a Covered Species temporary barrier shall be placed around the perimeter of non-active spoil piles, and slope breaks shall be utilized on the slopes of non-active spoil piles. Active spoil piles shall be covered/stabilized adequately when rainy conditions are evident (see Condition of Approval 6.2) or at any time when spoil material could enter Covered Species terrestrial or aquatic habitat.	ITP Condition # 6.14	Entire Project	Permittee	
57	Pesticides Prohibited. Permittee shall ensure that rodenticides or other poisons used in the control of fossorial (burrow-dwelling) mammals, and herbicides, are not used within the Project Area during the term of this ITP unless otherwise approved in writing by CDFW.	ITP Condition # 6.15	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	POST-CONSTRUCTION				
58	Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.	ITP Condition # 4.15	Post-construction	Permittee	
59	Final Mitigation Report. No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.	ITP Condition # 5.11	Post-construction and after completion of mitigation	Permittee	

Attachment 2

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

Restraint and Handling of Live Amphibians

STANDARD OPERATING PROCEDURE ARMI
SOP No. 100

Revised, 16 February 2001

I. PURPOSE: Provide guidelines for humane handling of amphibians so that injury and distress to the amphibian are minimized.

II. SCOPE: These guidelines apply to larvae and tadpoles, as well as adult frogs, toads, salamanders and neotenes. Because of their anatomically different and very delicate skin, tadpoles and larvae must be handled differently than post-metamorphic amphibians.

III. EQUIPMENT and SUPPLIES.

A. Standard capture equipment (seine nets, dip nets, minnow traps)

B. Clear plastic bags (half liter or full liter size)

IV. BACKGROUND: There are three main hazards associated with handling live amphibians: two to the amphibian and one to the handler. To amphibians, the main dangers of being handled are skin damage that could result in secondary skin infections, and bone and muscle injuries caused by struggling when being held. For the handler, the main danger comes from toxic skin secretions produced by some amphibians (in the USA, this is mostly newts and the introduced giant/marine toad). Tadpoles and larvae have thin delicate skin that is very easily damaged by the slightest handling. The skin of larvae lacks keratin and has fewer cell layers than adult amphibian skin. Therefore, direct contact handling of tadpoles and larvae is to be avoided; instead, these amphibian stages are examined through clear flexible plastic bags containing water. Although the skin of adult (post-metamorphic) amphibians has keratin and is less delicate than larval skin, their skin is still much more delicate than the skin of reptiles, birds and mammals. Rough handling of adult amphibians can easily result in skin abrasions, small tears, punctures, erosions and ulcers; normally, minor skin wounds heal quickly, but if contaminants, sewage or high levels of microorganisms are present in the pond or other environment, then wound infections are possible.

Frogs and Toads. All amphibians can be expected to struggle following capture. For anurans, there is a danger that vigorous kicking with the hindlimbs can cause joint dislocations or a broken (fractured) back; broken backs are a well-

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

V. METHODS OF PHYSICAL RESTRAINT:

A. Anurans. Medium and large size frogs and toads (those about 5 grams and larger) should be grasped around the waist with the hindlimbs fully extended. The animal should not be allowed to bend (flex) its hip and knee joints, since this would allow it to kick.

B. Caudates. Medium and large size salamanders (those about 5 grams and larger) should be grasped in the middle of the body between the forelimbs and hindlimbs. Larval and neotenic salamanders should never be grasped around the head or neck, because the gills can be easily damaged. Under no circumstances should salamanders be grasped by the tail or picked up by the tail.

C. Larvae. All larvae (including tadpoles) should be handled with nets or scoops. For examinations, the larvae should be placed in a clear plastic bag with a mild amount of water. Alternatively, larvae may be sedated with an anesthetic and examined in a dish or bowl of water. As much as possible, larvae should be examined only while they are in water. Larvae should not be grasped with bare hands.

VI. MISHAPS.

A. Skin wounds: If an amphibian suffers a skin wound during handling, it is recommended that the wound be sprayed with the over-the-counter product, Bactine® (See the SOP on Toe Clipping of Frogs and Toads, NWHC ACUC Protocol 2001-004). All other topical antiseptics and disinfectants (sprays and ointments) are CONTRAINDICATED in amphibians. If possible, the animal should then be released on land rather than into water, since the antiseptic spray would be quickly washed off in water.

B. Broken back: If a frog or toads suffers a broken back during capture or handling, it should be promptly euthanized. It would be inhumane to release such a crippled animal. An animal with a broken back will have serious damage to the spinal cord and should show almost immediate paralysis of the hindlimbs and tail. Recommended methods of humane euthanasia include (see NWHC ACUC Protocol 1999-009, Methods of Euthanasia):

1. Pithing

2. Overdosing in anesthetic solutions of MS222 or benzocaine.

3. Application of a benzocaine-based topical ointment (as used by humans to relieve tooth-aches) to the top or the head and dorsum of the body.

C. Broken leg: If a major bone of a limb is broken during capture or handling, the animal should be euthanized or taken to a wildlife rehabilitation center or veterinarian for treatment. A broken leg bone typically is recognized as an abnormal bend in the leg where there is no joint; other signs of a broken leg bone are protrusion of a bone fragment through the skin, inability of the animal to move a limb or position a leg in its normal resting posture. After treatment, amphibians with broken bones might be given to a zoo or placed in a captive breeding program. Only if the injured amphibian is kept isolated from all other fish, amphibians and reptiles (eg, in a separate cage) during treatment, can it later be considered for release at the point of capture. Injuries to digits (toes and fingers) generally are not life-threatening; if the skin of the injured toe also is wounded, then treatment with Bactine® prior to immediate release is acceptable. If a toe bone is broken and protruding through the skin, the affected toe may be amputated just proximal to the site of the fracture, the stump should be sprayed with Bactine®, and the animal may be released.

D. Automized tail: If a salamander automizes (detaches) its tail during capture or handling, the stump should be treated (sprayed) with Bactine®; the salamander can then be promptly released.

E. Crushing injuries to head and body. Amphibians that have serious injuries to skin, muscles and bones should be promptly euthanized. Crushing injuries that are limited to a limb or tail will require treatment at a wildlife rehabilitation center or a veterinary clinic; alternatively, the animal may be euthanized, but it would be inhumane to release a seriously injured amphibian.

F. Snout abrasions. Amphibians that are held in glass or clear plastic containers may jump head-first into the glass, or may rub their snout against the container in attempts to burrow out. If amphibians are held for more than an hour in a clear container (bottle, aquarium, etc), they should be examined for evidence of skin injury at the tip of the snout and elsewhere around the head prior to release. If abrasions are detected, they should be sprayed with Bactine® prior to release.

G. Toxic skin secretions. All amphibians have glands in their skin that secrete a vast number of chemicals; some of which are merely noxious and repellant- like, while others may cause skin or eye irritation, and some may actually kill. The poison-dart frogs of Central America are an example of a frog with toxic secretions that can kill a human. Among the native

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

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

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

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

VII. CITED LITERATURE:

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

[***Financial institution letterhead***]

IRREVOCABLE STANDBY LETTER OF CREDIT

NO. [***number issued by financial institution***]

Issue Date: [***date***]

Beneficiary:

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

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

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

Dear Sirs:

1. At the request and on the instruction of our customer, [***name of applicant***] ("Applicant"), we, [***name of financial institution***] ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife ("CDFW"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. $[***dollar number***] [(***dollar amount***)] ("Principal Sum").

2. We are informed this Credit is and has been established for the benefit of CDFW pursuant to the terms of the incidental take permit for the [***name of project***] issued by CDFW to the Applicant on [***date***] (No. [***number***]) ("Permit").

3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements, as set forth in conditions [***numbers***] in the Permit ("Mitigation Requirements").

4. We are finally informed that this Credit is intended by CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.

5. CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A, which is attached hereto, at our office located at [***name and address of financial institution***].

6. The Certificate shall be completed and signed by an Authorized Representative of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.

7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.

8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.

9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.

10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.

11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.

12. An Authorized Representative shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Manager of CDFW's Habitat Conservation Planning Branch.

13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.

14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat Conservation Planning Branch, 960 Riverside

Parkway, Suite 90, West Sacramento, CA 95605, Attn: HCPB Mitigation Funds; and (ii) for the Applicant: [***name and address of applicant***].

15. This Credit may not be transferred.

16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the laws of the State of California.

17. This Credit shall, if not canceled, expire on [***expiration date***], or any extended expiration date.

18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.

19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

[***Name of financial institution***]

By: _____

Name: _____

Title: _____

Telephone: _____

ATTACHMENT A

CERTIFICATE FOR DRAWING

[***CDFW Letterhead***]

[***Date***]

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

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

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

1. [***Insert one of the following statements:*** "In the opinion of CDFW, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." ***or*** "As set forth in paragraph 13, the Issuer has informed CDFW that the Credit will not be extended and the Applicant has not provided CDFW with an equivalent security approved by CDFW to replace the Credit."]

2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.

3. CDFW is therefore making a drawing under the Credit in amount of U.S. $_____.

4. The amount demanded does not exceed the Principal Sum of the Credit.

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

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

_____

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

ATTACHMENT B

CERTIFICATE FOR CANCELLATION

[***CDFW Letterhead***]

[***Date***]

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

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

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

1. [***Insert one of the following statements:*** "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." ***or*** "The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit."]

2. CDFW therefore requests the cancellation of the Credit.

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

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

_____

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