



California Natural Resources Agency  
DEPARTMENT OF FISH AND GAME

ARNOLD SCHWARZENEGGER, Governor

JOHN MCCAMMAN, Director



South Coast Region  
4949 Viewridge Avenue  
San Diego, CA 92123  
(858) 467-4201  
<http://www.dfg.ca.gov>

December 15, 2010

Donald E. Haines  
8315 Century Park Court, CP21G  
San Diego, CA 92123-1548

**Subject: California Incidental Take Permit for Sunrise Powerlink Project  
(Incidental Take Permit No. 2081-2010-022-05)**

Dear Donald E. Haines

Enclosed you will find two originals of the incidental take permit for the above referenced Project, which have been signed by the Department. Please read the permit carefully, sign the acknowledgement on both copies of the permit, and return one original **no later than 30 days from Department signature**, and prior to initiation of ground-disturbing activities, to:

Department of Fish and Game  
Habitat Conservation Branch, CESA Permitting  
1416 Ninth Street, 12<sup>th</sup> Floor  
Sacramento, CA 95814

You are advised to keep the other original signature permit in a secure location and distribute copies to appropriate project staff responsible for ensuring compliance with the conditions of approval of the permit. Note that you are required to comply with certain conditions of approval prior to initiation of ground-disturbing activities. Additionally, a copy of the permit must be maintained at the project work site and made available for inspection by Department staff when requested.

The permit will not take effect until the signed acknowledgement is received by the Department. If you wish to discuss these instructions or have questions regarding the permit, please contact David Kiene, Staff Counsel, at the Sacramento address provided above or by telephone at (916) 654-3805.

Sincerely,

Edmund Pert  
Regional Manager  
South Coast Region

Enclosures (2)

*Conserving California's Wildlife Since 1870*



**California Department of Fish and Game  
South Coast Region  
4949 VIEWRIDGE AVENUE  
SAN DIEGO, CALIFORNIA 92123**

**Inland Deserts Region  
4665 LAMPSON AVENUE J  
LOS ALAMITOS, CALIFORNIA 90720**

California Endangered Species Act  
Incidental Take Permit No. 2081-2010-022-05

**SUNRISE POWERLINK PROJECT**

**Authority:** This California Endangered Species Act (CESA) Incidental Take Permit (ITP) is issued by Department of Fish and Game (DFG) 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<sup>1</sup> of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.<sup>2</sup> DFG, however, may authorize the take of such species by permit if the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c) are met (See also Cal. Code Regs., tit. 14, § 783.4).

**Permittee:** San Diego Gas & Electric Company

**Principal Officer:** Pam Fair, Vice President Environmental Safety & Support Services

**Contact Person:** Donald E. Haines, Telephone (858) 637-3708

**Mailing Address:** 8315 Century Park Court, CP21G  
San Diego, Ca 92123-1548

**Effective Date and Expiration Date of the ITP:**

This ITP shall be executed in duplicate original form and shall become effective once a duplicate original is acknowledged by signature of the Permittee on the last page of the ITP and returned to DFG's Habitat Conservation Planning Branch at the address listed in the

---

<sup>1</sup>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."

<sup>2</sup>"Candidate species" are species of wildlife that have not yet been placed on the list of endangered species or the list of threatened species, but which are under formal consideration for listing pursuant to Fish and Game Code section 2074.2.

---

Incidental Take ITP  
No. 2081-2010-022-05  
SAN DIEGO GAS & ELECTRIC COMPANY  
SUNRISE POWERLINK PROJECT

Notices section of this ITP. Unless renewed by DFG, this ITP's authorization to take the Covered Species shall expire on **December 31, 2040**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until DFG accepts as complete the Permittee's Final Mitigation Report required by Condition 6.6 of this ITP.

**Project Location:**

Sunrise Powerlink extends for approximately 117 miles between an existing San Diego Gas & Electric Company substation south of El Centro in Imperial County and an existing San Diego Gas & Electric Company substation on the northeast edge of Miramar Marine Air Station in San Diego County (See Figure 1).

**Project Description:**

The 117 mile Sunrise Powerlink will be a new 500 kilovolt (kV) and 230kV transmission line that Permittee will build, operate, and maintain in San Diego and Imperial counties. Construction is projected to begin in the fall of 2010 and continue for approximately 30 months. The construction phase of the Project will entail the establishment of 443 towers and poles, a new substation (where the line converts from 500kV to 230kV), permanent access roads, maintenance areas at structure sites, and permanent tower staging access areas for helicopters. The construction phase also has several temporary components (e.g., construction yards, work areas at structure sites, wire stringing areas, guard areas, and some temporary access roads) (See Figure 2). Construction and development of the Project will result in permanent facilities on 298.42 acres and additional ground disturbance to 685.13 acres, for a total of 983.55 acres.

Operation and maintenance activities will include routine line patrols, wood pole test and treat, insulator washing and replacement, cross arm replacement, anchor and guy replacement, pole and tower repair and replacement, restringing corridors, road maintenance, tree trimming, bush and weed abatement, and herbicide and pesticide use. Operations and maintenance activities will be limited to areas that are considered permanently disturbed or have no vegetation or ground disturbance. Operations and maintenance activities will not involve new structures or facilities, or emergency repairs outside of permanently disturbed areas.

**Covered Species Subject to Take Authorization Provided by this ITP:**

This ITP covers the following species:

<b>Name</b>	<b>CESA Status<sup>3</sup></b>
Barefoot-banded gecko, ( <i>Coleonyx switaki</i> )	Threatened (Cal. Code Regs., tit. 14, § 670.5, subd. (b)(4)(B).)

This species and only this species, is hereinafter referred to as the “Covered Species.”

**Impacts of the Taking on Covered Species:**

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above that are expected to result in incidental take of individuals of the Covered Species include construction activities such as tower site preparations, new road construction and other ground-disturbing activities; restoration activities; operation and maintenance activities; collapsing and excavating of refugia sites; and relocation activities (Covered Activities). Incidental take of individuals of the Covered Species may occur in the form of mortality (“kill”) from construction activities and Project-caused habitat losses. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of catch or capture of the Covered Species during relocation as described in condition 7.10 of this ITP. Take of the Covered Species could occur along a five mile segment of the Project between Mileposts 23 and 28 (Between Structures EP290 to EP836B-2) (See Figure 2) which contains suitable habitat for the Covered Species (Project Area). Within the five mile segment, 3,357.33 acres of Covered Species habitat has been identified. The Project will result in 7.21 acres of permanent impacts and 1.41 acres of temporary impacts to Covered Species habitat within the Project Area.

Impacts of the authorized taking also include adverse impacts to Covered Species related to increased habitat fragmentation and edge effects, disturbance during operation and maintenance of the facilities, and the Project’s incremental contribution to cumulative impacts. Road and tower pad construction will fragment blocks of Covered Species habitat and facilitate an increased probability of vehicles striking individual Covered Species.

**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, DFG 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

<sup>3</sup>Under CESA, a species may be on the list of endangered species, the list of threatened species, or the list of candidate species. All other species are “unlisted.”

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.

**Conditions of Approval:**

Unless specified otherwise, the following measures shall pertain to all Covered Activities within the Project Area, including areas used for ingress and egress, helicopter access, and staging and parking areas. DFG'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 state, federal, and local laws in existence on the effective date of this ITP or adopted thereafter.
2. CEQA Compliance. Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Environmental Impact Report (State Clearinghouse No. 200609171) certified by the California Public Utilities Commission (CPUC) as the lead agency for the Project under the California Environmental Quality Act (CEQA)(Pub. Resources Code, § 21000 et seq.) on December 18, 2008.
3. LSA Agreement Compliance. Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Streambed Alteration Agreement (notification number 1600-2009-0365-R5) for the Project pursuant to Fish and Game Code section 1602 et seq.
4. ITP Time Frame Compliance. Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.

**5. General Provisions:**

- 5.1. Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with DFG and overseeing compliance with this ITP. The Permittee shall notify DFG in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify DFG in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
- 5.2. Designated Biologist. Permittee shall submit to DFG in writing the name, qualifications, business address, and contact information of at least one biological monitor (Designated Biologist(s)) at least 30 days before starting Covered Activities.

Permittee shall ensure that the Designated Biologist(s) are knowledgeable and experienced in the biology and natural history 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 DFG approval of the Designated Biologist(s) before starting Covered Activities.

- 5.3. Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist(s) shall have authority to immediately stop any activity that is not in compliance with this ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species, or a species not covered by this ITP.
- 5.4. Education Program. Permittee shall conduct a worker education program for all persons before they perform any work in the Project Area . The program shall consist of a presentation from the Designated Biologist(s) that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, restrictions, conditions of the area, what persons should do when encountering Covered Species, checking under vehicles, trash and litter management, Covered Species identification, techniques to avoid impacts to Covered Species, reporting procedures, penalties for violations, and other Project-specific protective measures described in this ITP.

The Designated Biologist(s) shall submit the text of the worker education program to DFG at least 10 working days prior to the initiation of Covered Activities. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided for any new workers before their performing any work in the Project Area. Permittee shall maintain copies of this ITP at the worksite. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing important Covered Species information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand and will comply with all protection measures.

The Designated Biologist(s) shall maintain a construction-monitoring notebook on-site 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 worker education program. Permittee shall maintain a copy of the construction-monitoring notebook that is available for review upon request by DFG.

Workers shall receive and be required to visibly display a hardhat sticker or certificate that they have completed the training. After initial Project construction

and for the life of this ITP, the Designated Biologist(s) shall repeat the training annually for operation and maintenance employees.

- 5.5. Vehicular Traffic. Project-related personnel shall access the Project site using existing routes and shall not cross Covered Species' habitat outside of or en route to the Project site. Permittee shall ensure that vehicle speeds do not exceed 15 miles per hour to avoid Covered Species on or traversing the roads in the Project Area. Permittee shall secure construction roads and service roads from dusk to dawn to prevent unauthorized use. If any routes for travel outside of the Project Area must be constructed, Permittee shall contact DFG. DFG may require an amendment to this ITP if additional take of Covered Species will result from Project modification.
- 5.6. Delineation of Property Boundaries. Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes or flags. Permittee shall restrict all Covered Activities to within the fenced, staked or flagged areas. Permittee shall maintain all fencing, stakes and flags until the completion of Covered Activities.
- 5.7. Delineation of Habitat. Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 5.8. Staging Areas. Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project site 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 specifically permitted as described in Condition 5.5 of this ITP.
- 5.9. Hazardous Material Clean Up. Permittee shall immediately stop and following pertinent State and federal statutes and regulations arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 5.10. DFG Access. Permittee shall provide DFG staff with reasonable access to the Project, and shall otherwise fully cooperate with DFG efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 5.11. Site Clean-up. 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.

## **6. Monitoring, Notification and Reporting Provisions:**

- 6.1. Notification Before Commencement. The Designated Representative shall notify DFG 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities. At the time of this ITP's approval, the DFG Regional Representative is Erinn Wilson (ewilson@dfg.ca.gov), 18627 Brookhurst Street, #559, Fountain Valley California, 92708, Telephone (714) 968-0953.
- 6.2. Notification of Non-compliance. The Designated Biologist(s) shall immediately notify DFG in writing if it is determined that the Permittee it is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement minimization and mitigation measures within the time periods indicated in this ITP and/or the MMRP. The Designated Biologist(s) shall report any non-compliance with this ITP to DFG within 24 hours.
- 6.3. Daily Construction Monitoring. The Designated Biologist(s) shall be on-site daily when Covered Activities occur. The Designated Biologist(s) shall conduct compliance inspections to: (1) minimize incidental take of the Covered Species; (2) check for compliance with all mitigation and avoidance measures; (3) check all exclusion zones; and (4) 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(s) shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP. If any worker discovers a Covered Species within the Project Area, the Designated Biologist(s) shall be notified immediately.
- 6.4. Monthly Compliance Report. The Designated Biologist(s) or Designated Representative shall compile the observation and inspection records identified in Condition 6.3 into a Monthly Compliance Report and submit it to DFG 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 DFG's Regional Office at the address listed in the Notices section of this ITP and via e-mail to DFG's Regional Representative. DFG 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 DFG determines the reporting schedule must be changed, DFG will notify Permittee in writing of the new reporting schedule.

- 6.5. Annual Status Report. Permittee shall provide DFG with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until DFG accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports identified in Condition 6.4; (2) a general description 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 on Covered Species; (5) all available information about Project-related incidental take of the Covered Species; and (6) information about other Project impacts on the Covered Species.
- 6.6. Final Mitigation Report. No later than 45 days after completion of all mitigation measures, Permittee shall provide DFG with a Final Mitigation Report. The Designated Biologist(s) shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.
- 6.7. CNDDDB Observations. The Designated Biologist(s) shall submit all observations of Covered Species to DFG's California Natural Diversity Database (CNDDDB) and copies of the submitted forms shall be included in the next Monthly Compliance Report and ASR.
- 6.8. Notification of Injury or Mortality. Permittee shall immediately notify the Designated Biologist(s) if a Covered Species is taken or injured during Covered Activities, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project Area. The Designated Biologist(s) or Designated Representative shall provide initial notification to DFG within 24 hours by calling the DFG Regional Office at (714) 968-0953 and sending an e-mail to the DFG Regional Representative. The initial notification to DFG shall include information regarding the location, species, number of animals injured or killed, and the ITP Number. Following initial notification, Permittee shall send DFG a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the carcass or animal, location where injured Covered Species were taken for treatment, a digital photograph, explanation as to cause of death, and any other pertinent information.

- 6.9. Collection of Individuals. Any Covered Species killed by Covered Activities shall be preserved and made available to the San Diego Natural History Museum. The current curator of Herpetology is Bradford Hollingsworth (bhollingsworth@sdnhm.org), Telephone (619) 255-0277.

**7. Take Minimization Measures:**

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

- 7.1. Time of Day Construction Constraints. Permittee shall conduct all Covered Activities within daylight hours. Permittee shall prohibit access to the Project Area before dawn and after dusk unless required by emergency response personnel.
- 7.2. Secure all Stored Equipment and Material. Permittee shall fence all stored material, parked vehicles left overnight, equipment, and storage sites for the duration of Covered Activities. Stored material will be fenced using silt fencing keyed into the ground to avoid the possibility of Covered Species seeking cover within the stored material.
- 7.3. Avoid/Minimize Entrapment. Permittee shall cover or have exclusion fencing installed around all steep-walled trenches or excavation sites used during Covered Activities to prevent entrapment of Covered Species. Permittee shall securely cover all steep-walled trenches or excavation sites left open over night. Permittee shall also slope excavations at one end to provide an escape route for any Covered Species trapped within.
- 7.4. Daily Trench Inspections. The Designated Biologist(s) shall inspect all trenches and excavation sites each morning before Covered Activities begin. A Designated Biologist shall be present during the creation of all excavation and trench sites.
- 7.5. Daily Inspections of Equipment. A Designated Biologist shall inspect all stored vehicles, materials, and equipment for Covered Species each day before Covered Activities begin.
- 7.6. Discovery of Covered Species. All workers shall immediately inform a Designated Biologist if a Covered Species is seen within or near the Project Area. All Covered Activities in the vicinity of the Covered Species shall cease until appropriate action has been taken by the Designated Biologist(s).
- 7.7. Covered Species Relocation. The Designated Biologist(s) shall allow any Covered Species found within the Project Area to move out of the Project Area by itself. If necessary, the Designated Biologist(s) may relocate the Covered Species to

suitable, undisturbed off-site habitat a minimum of 1,000 yards from the Project Area, or to an alternate location approved by DFG.

- 7.8. Record Keeping of Relocation. The Designated Biologist(s) shall maintain a record of all Covered Species handled. This information shall include: (1) a narrative description of and map of locations; (2) dates and times; (3) general condition and health of the animals including injuries and state of healing; (4) locations that the individual Covered Species were moved to and from using GPS technology; (5) ambient temperature when the Covered Species was handled and released; and (6) a digital photograph of each handled Covered Species. Records shall be submitted to DFG in the next Monthly Compliance Reports and ASR.
- 7.9. Pre-activity Surveys and Exclusion Fencing. Prior to beginning Covered Activities, the Designated Biologist(s) shall survey the Project Area for Covered Species to minimize the potential for take at each location where Covered Activities will occur. Once a location where Covered Activities will occur has been surveyed and cleared, the Permittee shall install temporary silt fence (exclusion fence) around the perimeter of the location. Temporary fencing shall not be installed until after the pre-activity survey is complete at each location, and the fencing shall be removed immediately upon completion of Covered Activities at that location. With prior written approval from DFG the Permittee may conduct some limited duration Covered Activities without installing temporary exclusion fencing if a Designated Biologist is present at all times to monitor activities and ensure impacts to Covered Species are minimized. Permittee shall propose specific exceptions to DFG in writing.
- 7.10. Exclusion Fencing Crew Monitoring. A Designated Biologist shall accompany the exclusion fence construction crew(s) to ensure that Covered Species are not killed or injured during fence installation. The exclusion fence shall be supported sufficiently to maintain its integrity under all conditions such as wind and heavy rain for the duration of the Covered Activities in that location. A Designated Biologist shall check the exclusion fence at least once weekly and the Permittee shall maintain/repair the fence when necessary.
- 7.11. Injured Covered Species. If a Covered Species is injured as a result of Project-related activities, the Designated Biologist(s) shall immediately take it to a DFG approved wildlife rehabilitation or veterinary facility. Permittee shall identify and obtain DFG approval of the facility prior to the start of Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species.
- 7.12. Site Revegetation. Permittee shall restore, revegetate and monitor all areas of Covered Species habitat within the Project Area that were temporarily disturbed as a result of Covered Activities, after completion of Project Activities in that area,

including areas impacted as a result of ground-disturbing operation and maintenance activities of less than 500 square feet. Permittee shall restore, revegetate, and monitor the areas as described in the "Habitat Restoration Plan for Sensitive Species" dated October 26, 2010 and provided to DFG, or in a subsequent revision of the plan approved in advance in writing by DFG.

- 7.13. Operation and Maintenance Activity Surveys. The Designated Biologist shall perform pre-activity surveys for Covered Species no more than 30 days prior to start of operation and maintenance activities with less than 500 square feet of impact to habitat. The Designated Biologist(s) shall remain on-site during operation and maintenance Covered Activities if pre-activity surveys indicate the presence of Covered Species in the vicinity. The pre-activity surveys shall cover all access routes and the proposed maintenance right-of-way with a minimum 50-foot buffer zone. A report documenting the results of the operation and maintenance pre-activity surveys shall be submitted to DFG in the next Monthly Compliance Report and ASR.
- 7.14. Operation and Maintenance Activities Not Covered Under this Permit. Impacts from ground-disturbing operation and maintenance activities that may result in an impact to habitat (e.g., not on existing roads, etc.) greater than 500 square feet are not authorized by this ITP. Permittee shall request an ITP amendment if operation and maintenance impacts of greater than 500 square feet to Covered Species habitat are anticipated, and shall not conduct such activities until an ITP amendment is issued by DFG.

#### **8. Habitat Management Land Acquisition:**

DFG 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 Covered Species that will result with 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 which the Covered Activities will impact the habitat, suitability of the habitat being provided for compensation, quality of the impacted habitat, and DFG's estimate of the acreage required to provide for adequate compensation.

SDG&E has offered to provide the 199.39 acre multi-parcel Suckle property as Habitat Mitigation Lands (HM Lands) to fully mitigate the impacts of the taking. The Suckle property contains 93.35 acres of covered species habitat (12.28 acres high quality habitat; 75.52 acres moderate quality habitat; and 5.55 acres low quality habitat). Because the landowner will only sell the parcel in its entirety and alternative sources of suitable, available mitigation habitat is limited, SDF&E has offered to provide the entire Suckle property.

To meet the above stated requirements, and to ensure that the entire property can be acquired, the Permittee shall provide for the permanent protection and management of the HM Lands by completing the transfer of fee title, the recordation of a conservation easement, and calculation and deposit of management funds before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition 9 below.

8.1. Cost Estimates. DFG has estimated the cost of acquisition, protection, and management of the HM Lands, and the restoration and revegetation of areas to be temporarily disturbed as follows:

8.1.1. Land acquisition costs for HM Lands identified in Condition 8.2 below, estimated at \$3,500.00/acre for 199.39 acres: **\$697,865**. Land acquisitions costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements;

8.1.2. Start-up costs for HM Lands, including initial site protection and enhancement costs as described in Condition 8.2.4 below, and interim management period funding for the first 5 years as described in Condition 8.2.5 below, together estimated at **\$148,922**;

8.1.3. Long-term management funding as described in Condition 8.3 below, estimated at **\$970,596** based on the preliminary PAR analyses conducted by the Permittee and submitted with the ITP Application. The long-term management endowment fund is estimated initially for the purpose of providing Security to ensure implementation of HM land management.

8.1.4. Site restoration, revegetation, and monitoring as described in Condition 7.12, estimated at **\$38,000**.

8.2. Habitat Acquisition and Protection. To provide for the acquisition and protection of the HM Lands, the Permittee shall:

8.2.1. Fee Title/Conservation Easement. Transfer fee title to the HM Lands to DFG pursuant to terms approved by DFG. Alternatively, a DFG-approved non-profit organization qualified pursuant to California Government Code section 65965 or a DFG-approved public agency ("approved entity") may hold fee title or act as grantee for a conservation easement over the HM Lands. If an approved entity holds fee title, Permittee shall record a conservation easement in favor of DFG as grantee. If an approved entity holds a conservation easement, DFG shall be a named third-party beneficiary. The Permittee shall obtain DFG approval of any conservation easement before its recordation;

- 8.2.2. HM Lands Approval. Obtain DFG 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, a formal Proposed Lands for Acquisition Form (see Attachment 2B) identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species;
- 8.2.3. HM Lands Documentation. Provide a recent preliminary title report, initial hazardous materials survey report, and other necessary documents (see Attachment 2A). All documents conveying the HM Lands and all conditions of title are subject to the approval of DFG, and if applicable, the Wildlife Conservation Board and the Department of General Services;
- 8.2.4. Start-up Activities. Provide for the implementation of the start-up activities, including the initial site protection and enhancement of HM Lands, once the HM Lands have been approved by DFG. Start-up activities include, at a minimum: (1) preparing an interim and/or long-term management plan for DFG approval; (2) conducting a baseline biological assessment and land survey report within 4 months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage;
- 8.2.5. Interim Management. Provide for the interim management of the HM Lands for the first 5 years including first year management obligations and more frequent species and habitat monitoring conducted to establish stability and trends on the mitigation site. Interim management period activities include fence repair, continuing trash removal, site monitoring, and vegetation management.
- 8.3. Endowment Fund. The Permittee shall provide long-term management funding for the in-perpetuity management of the HM Lands by establishing a long-term management fund (Endowment Fund). The Endowment Fund is a sum of money, held in a DFG-authorized fund that provides funds for the perpetual management, maintenance, monitoring, and other activities on the HM Lands consistent with the management plan(s) required by Condition 8.2.4. Endowment Fund as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. As part of this condition, the Permittee shall:
- 8.3.1. Identify an Endowment Fund Manager. The Endowment Fund shall be held by a qualified entity approved in advance in writing by DFG to hold Endowment Fund;
- 8.3.2. Calculate the Endowment Fund Deposit. After obtaining DFG approval of the HM Lands, interim and/or long-term management plan, and Endowment Fund

Manager, Permittee shall prepare a revised Property Analysis Record (PAR) or PAR-equivalent analysis to calculate the amount of funding necessary to ensure the long-term management of the HM Lands (Endowment Deposit Amount). The Permittee shall submit to DFG for review and approval the results of the PAR or PAR-equivalent analysis before transferring funds to the Endowment Fund Manager. Portions from the Endowment Fund shall be available for reinvestment in the principal, administrative fees, conservation easement monitoring and defense, land protection enforcement measures, and the long-term management, maintenance, monitoring and protection of the HM Lands pursuant to the management plan;

8.3.3. Transfer Long-term Endowment Fund. Permittee shall transfer the long-term Endowment Fund to the Endowment Fund Manager upon DFG approval of the Endowment Deposit Amount identified above. The approved Endowment Fund Manager may pool the Endowment Fund 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 Fund.

8.4. Reimburse DFG. Permittee shall reimburse DFG for all reasonable expenses incurred during title and documentation review, expenses incurred from other state agency reviews, and overhead related to transfer of HM Lands to DFG.

## 9. Performance Security

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

9.1. Security Amount. The Security shall be in the amount of **\$1,855,383**. This amount is based on the cost estimates identified in Condition 8.1 above;

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

9.3. Security Holder. The Security shall be held by DFG or in a manner approved in advance in writing by DFG;

9.4. Security Transmittal. The Security shall be transmitted to DFG with a completed Mitigation Payment Transmittal Form (see Attachment 4).

9.5. Security Drawing. The Security shall allow DFG to draw on the principal sum if DFG, in its sole discretion, determines that the Permittee has failed to comply with the

Conditions of Approval of this ITP;

9.6. Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after all secured requirements have been met as evidenced by:

- Timely submission of all required reports;
- An on-site inspection by DFG; and
- Written approval from DFG.

Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM Lands and record any required conservation easements no later than 18 months after the start of Covered Activities. DFG 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.

**Amendment:**

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

**Stop-Work Order:**

DFG may issue Permittee a written stop-work order to suspend any activity covered by this ITP for an initial period of up to 25 days to prevent or remedy a violation of any ITP condition(s) (including but not limited to failure to comply with reporting, monitoring, or habitat acquisition obligations) or to prevent the illegal take of an endangered, threatened, or candidate species. Permittee shall comply with the stop-work order immediately upon receipt thereof. DFG may extend a stop-work order under this provision for a period not to exceed 25 additional days, upon written notice to the Permittee. DFG may commence the formal suspension process pursuant to California Code of Regulations, Title 14, section 783.7 within five working days of issuing a stop-work order. Neither the Designated Biologist nor DFG shall be liable for any costs incurred in complying with stop-work orders.

**Compliance with Other Laws:**

This ITP contains DFG's requirements for 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 State, federal, and local laws.

Incidental Take Permit  
No. 2081-2010-022-05  
SAN DIEGO GAS & ELECTRIC COMPANY  
SUNRISE POWELINK PROJECT

**Notices:**

The Permittee shall deliver a fully executed duplicate original ITP by registered first class mail or overnight delivery to the following address:

Habitat Conservation Planning Branch  
California Department of Fish and Game  
Attention: CESA Permitting Program  
1416 Ninth Street, Suite 1260  
Sacramento, California 95814

Written notices, reports and other communications relating to this ITP shall be delivered to DFG by first class mail at the following addresses, or at addresses DFG may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2010-022-05) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Edmund J. Pert., Regional Manager  
California Department of Fish and Game - South Coast Region  
4949 Viewridge Avenue  
San Diego, California 92123  
Telephone (858) 467-4210  
Fax (858) 467-4239

Copy of cover without attachment(s) to:

Kimberly Nicol, Regional Manager  
California Department of Fish and Game - Inland Deserts Region  
4665 Lampson Avenue Suite J  
Los Alamitos, CA 90720  
Telephone (562) 596-4212  
Fax: (562) 799-8427

Office of the General Counsel  
California Department of Fish and Game  
1416 Ninth Street, 12th Floor  
Sacramento, California 95814

And:

Habitat Conservation Planning Branch  
California Department of Fish and Game  
1416 Ninth Street, Suite 1260  
Sacramento, California 95814

Incidental Take Permit  
No. 2081-2010-022-05  
SAN DIEGO GAS & ELECTRIC COMPANY  
SUNRISE POWELINK PROJECT

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

Erinn Wilson, Staff Environmental Scientist  
California Department of Fish and Game - South Coast Region  
18627 Brookhurst Street, # 559  
Fountain Valley, California 92708  
Telephone (714) 968-0953

**Compliance with CEQA:**

DFG's issuance of this ITP is subject to CEQA. DFG is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, CPUC. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the EIR that CPUC certified for the Project on December 18, 2008 (SCH No. 2006091071). At the time the lead agency certified the EIR and approved the Project it also adopted all mitigation measures described in the EIR as conditions of Project approval.

In fulfilling its obligations as a responsible agency, DFG's obligations pursuant to CEQA are more limited than the lead agency. DFG, in particular, is responsible for considering only the effects of those Project activities that it is required by law to carry out or approve, and mitigating or avoiding only the direct or indirect environmental effects of those parts of the Project that it decides to carry out, finance, or approve (Pub. Resources Code, § 21002.1, subd. (d); CEQA Guidelines, §§ 15041, subd. (b), 15096, subds. (f)-(g).)<sup>4</sup> Accordingly, because DFG's exercise of discretion is limited to issuance of this ITP, DFG is responsible for considering only the environmental effects that fall within its permitting authority pursuant to CESA.

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

---

<sup>4</sup> The "CEQA Guidelines" are found in Title 14 of the California Code of Regulations, commencing with section 15000.

**Findings Pursuant to CESA:**

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

DFG finds that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs under 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. DFG evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which Covered Activities will impact the habitat, and DFG's estimate of the acreage required to provide adequate compensation. Based on this evaluation, DFG determined that the protection and management in perpetuity of 199.39 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 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 shall ensure 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, DFG's finding is based, in part, on DFG'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.

**Figures:**

FIGURE 1	Project Boundaries
FIGURE 2	Project Facilities

**Attachments:**

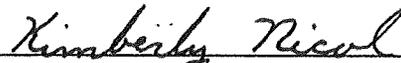
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2A, 2B	Habitat Management Lands Checklist; PLFAF Form
ATTACHMENT 3	Letter of Credit Form
ATTACHMENT 4	Mitigation Payment Transmittal Form

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND GAME

on 12-15-10

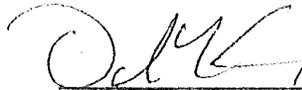


Edmund Pert, Regional Manager  
REGION 5, SOUTH COAST REGION



Kimberly Nicol, Regional Manager  
REGION 6, INLAND DESERTS REGION

APPROVED AS TO FORM:



David Kiene  
Staff Counsel

**ACKNOWLEDGMENT**

The undersigned: (1) warrants that he or she is acting as a duly authorized representative of the Permittee, (2) acknowledges receipt of this ITP, and (3) agrees on behalf of the Permittee to comply with all terms and conditions of this ITP.

By: Donald S. Haines

Date: Dec. 20, 2010

Printed Name: Donald S. Haines

Title: Mitigation Manager

Incidental Take Permit  
No. 2081-2010-022-05  
SAN DIEGO GAS & ELECTRIC COMPANY  
SUNRISE POWELINK PROJECT

Figure 1: Project Boundaries

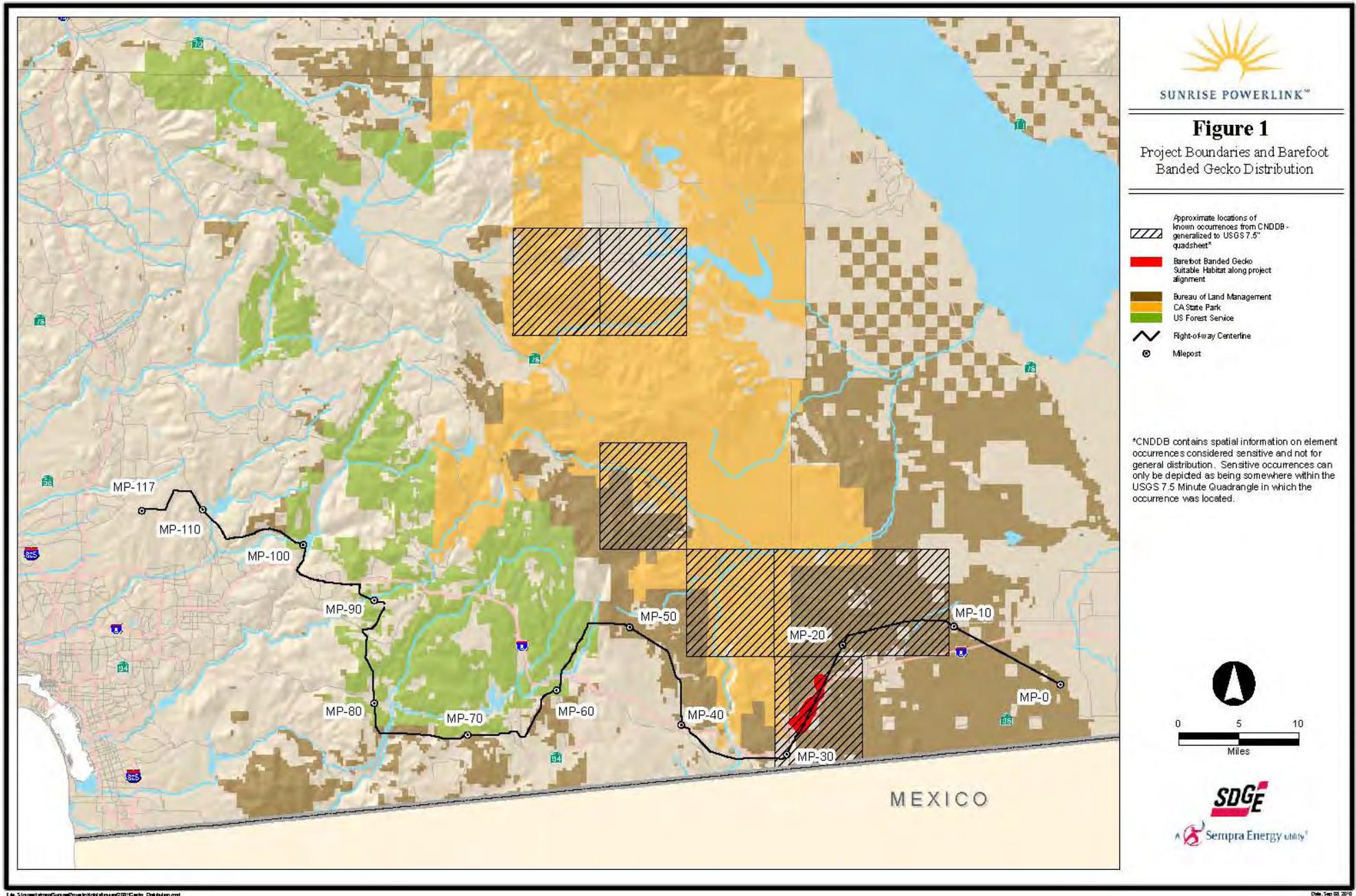
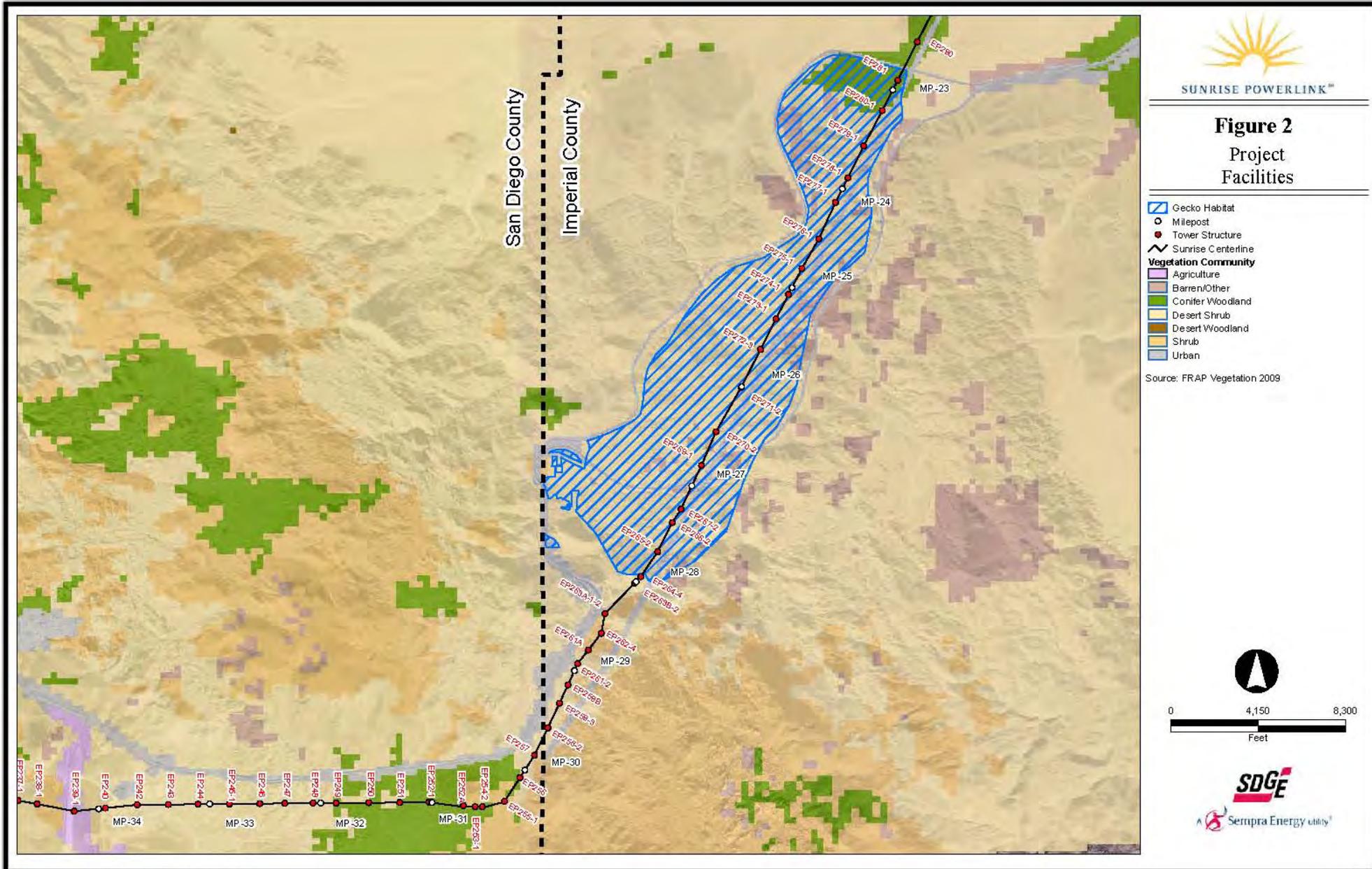




Figure 2. Project Facilities



**Figure 2**  
Project  
Facilities

Source: FRAP Vegetation 2009



0 4,150 8,300  
Feet



Figure 2 Project Facilities - Sunrise Powerlink (EP2001 to EP2657) - Gecko Habitat and Related Habitat.mxd



**Attachment 1**

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

**INCIDENTAL TAKE PERMIT NO. 2081-2010-022-05**

**PERMITTEE: San Diego Gas & Electric Company**

**PROJECT: Sunrise Powerlink Project**

**PURPOSE OF THE MMRP**

The purpose of this MMRP is to ensure that the impact minimization and mitigation measures required by the Department of Fish and Game (Department) 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 DFG 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 an ITP 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 DFG 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**

DFG 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
<b>BEFORE DISTURBING SOIL OR VEGETATION</b>					
	<p>Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with DFG and overseeing compliance with the ITP. The Permittee shall notify DFG in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify DFG in writing if a substitute Designated Representative is selected or identified at any time during the term of the ITP.</p>	ITP Condition # 5.1	Before starting Covered Activities	Permittee	
	<p>Permittee shall submit to DFG in writing the name, qualifications, business address, and contact information of at least one biological monitor (Designated Biologist(s)) at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist(s) are knowledgeable and experienced in the biology and natural history 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 DFG approval of the Designated Biologist(s) before starting Covered Activities.</p>	ITP Condition # 5.2	Before starting Covered Activities	Permittee	
	<p>Permittee shall conduct a worker education program for all persons before they perform any work in the Project Area . The program shall consist of a presentation from the Designated Biologist(s) that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, restrictions, conditions of the area, what persons should do when encountering Covered Species, checking under vehicles, trash and litter management, Covered Species identification, techniques to avoid impacts to Covered Species, reporting procedures, penalties for violations, and other Project-specific protective measures described in this ITP.</p> <p>The Designated Biologist(s) shall submit the text of the worker education program to DFG at least 10 working days prior to the initiation of Covered Activities. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided for any new workers before their performing any work in the Project Area. Permittee shall maintain copies of this ITP at the worksite. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing important Covered Species information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand and will comply with all protection measures.</p> <p>The Designated Biologist(s) shall maintain a construction-monitoring notebook on-site 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 worker education program. Permittee shall maintain a copy of the construction-monitoring notebook that is available for review upon request by DFG.</p> <p>Workers shall receive and be required to visibly display a hardhat sticker or certificate that they have completed the training. After initial Project construction and for the life of this ITP, the Designated Biologist(s) shall repeat the training annually for operation and maintenance employees.</p>	ITP Condition # 5.4	Before starting Covered Activities and during the entire Project	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
	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 # 5.6	Before starting Covered Activities	Permittee	
	Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.	ITP Condition # 5.7	Before starting Covered Activities and during the entire Project	Permittee	
	The Designated Representative shall notify DFG 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities. At the time of the ITP's approval, the DFG Regional Representative is Erinn Wilson (ewilson@dfg.ca.gov), 18627 Brookhurst Street, #559, Fountain Valley California, 92708, Telephone (714) 968-0953.	ITP Condition # 6.1	Before starting Covered Activities	Permittee	
	Prior to beginning Covered Activities, the Designated Biologist(s) shall survey the Project Area for Covered Species to minimize the potential for take at each location where Covered Activities will occur. Once a location where Covered Activities will occur has been surveyed and cleared, the Permittee shall install temporary silt fence (exclusion fence) around the perimeter of the location. Temporary fencing shall not be installed until after the pre-activity survey is complete at each location, and the fencing shall be removed immediately upon completion of Covered Activities at that location. With prior written approval from DFG the Permittee may conduct some limited duration Covered Activities without installing temporary exclusion fencing if a Designated Biologist is present at all times to monitor activities and ensure impacts to Covered Species are minimized. Permittee shall propose specific exceptions to DFG in writing.	ITP Condition #7.9	Before starting Covered Activities and during the entire Project	Permittee	
	A Designated Biologist shall accompany the exclusion fence construction crew(s) to ensure that Covered Species are not killed or injured during fence installation. The exclusion fence shall be supported sufficiently to maintain its integrity under all conditions such as wind and heavy rain for the duration of the Covered Activities in that location. A Designated Biologist shall check the exclusion fence at least once weekly and the Permittee shall maintain/repair the fence when necessary.	ITP Condition #7.10	Before starting Covered Activities and during the entire Project	Permittee	
	<p>Permittee has offered to provide the 199.39 acre multi-parcel Suckle property as Habitat Mitigation Lands (HM Lands) to fully mitigate the impacts of the taking. The Suckle property contains 93.35 acres of covered species habitat (12.28 acres high quality habitat; 75.52 acres moderate quality habitat; and 5.55 acres low quality habitat). Because the landowner will only sell the parcel in its entirety and alternative sources of suitable, available mitigation habitat is limited, SDF&amp;E has offered to provide the entire Suckle property.</p> <p>To meet the above stated requirements, and to ensure that the entire property can be acquired, the Permittee shall provide for the permanent protection and management of the HM Lands by completing the transfer of fee title, the recordation of a conservation easement, and calculation and deposit of management funds before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition 9 below.</p>	ITP Condition #8	Before starting Covered Activities, or within 18 months of the effective date of the ITP.	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	<p>DFG has estimated the cost of acquisition, protection, and management of the HM Lands, and the restoration and revegetation of areas to be temporarily disturbed as follows: Land acquisition costs for HM Lands identified in Condition 8.2 below, estimated at \$3,500.00/acre for 199.39 acres: \$697,865. Land acquisitions costs are estimated using local fair market current value 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 8.2.4 below, and interim management period funding for the first 5 years as described in Condition 8.2.5 below, together estimated at \$148,922; Long-term management funding as described in Condition 8.3 below, estimated at \$970,596 based on the preliminary PAR analyses conducted by the Permittee and submitted with the ITP Application. The long-term management endowment fund is estimated initially for the purpose of providing Security to ensure implementation of HM Lands management; Site restoration and revegetation as described in Condition 7.12, estimated at \$38,000.</p>	ITP Condition # 8.1.	Before proceeding with Covered Activities	Permittee	
	<p>Permittee shall Transfer fee title to the HM Lands to DFG pursuant to terms approved by DFG. Alternatively, a DFG-approved non-profit organization qualified pursuant to California Government Code section 65965 or a DFG-approved public agency ("approved entity") may hold fee title or act as grantee for a conservation easement over the HM Lands. If an approved entity holds fee title, Permittee shall record a conservation easement in favor of DFG as grantee. If an approved entity holds a conservation easement, DFG shall be a named third-party beneficiary. The Permittee shall obtain DFG approval of any conservation easement before its recordation.</p>	ITP Condition #8.2.1	Before starting Covered Activities, or within 18 months of the effective date of the ITP if Security is provided.	Permittee	
	<p>Permittee shall obtain DFG 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, a formal Proposed Lands for Acquisition Form (see Attachment 2B) identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species;</p>	ITP Condition #8.2.2	Before starting Covered Activities, or within 18 months of the effective date of the ITP if Security is provided.	Permittee	
	<p>Permittee shall provide a recent preliminary title report, initial hazardous materials survey report, and other necessary documents (see Attachment 2A). All documents conveying the HM Lands and all conditions of title are subject to the approval of DFG, and if applicable, the Wildlife Conservation Board and the Department of General Services;</p>	ITP Condition #8.2.3	Before starting Covered Activities, or within 18 months of the effective date of the ITP if Security is provided.	Permittee	
	<p>Permittee shall provide for the implementation of the start-up activities, including the initial site protection and enhancement of HM Lands, once the HM Lands have been approved by DFG. Start-up activities include, at a minimum: (1) preparing an interim and/or long-term management plan for DFG approval; (2) conducting a baseline biological assessment and land survey report within 4 months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage;</p>	ITP Condition #8.2.4	Before starting Covered Activities, or within 18 months of the effective date of the ITP if Security is provided.	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
	Permittee shall provide for the interim management of the HM Lands for the first 5 years including first year management obligations and more frequent species and habitat monitoring conducted to establish stability and trends on the mitigation site. Interim management period activities include fence repair, continuing trash removal, site monitoring, and vegetation management.	ITP Condition #8.2.5	Before starting Covered Activities, or within 18 months of the effective date of the ITP if Security is provided.	Permittee	
	The Permittee shall provide long-term management funding for the in-perpetuity management of the HM Lands by establishing a long-term management fund (Endowment Fund). The Endowment Fund is a sum of money, held in a DFG-authorized trust fund that provides funds for the perpetual management, maintenance, monitoring, and other activities on the HM Lands consistent with the management plan(s) required by Condition 8.2.4. Endowment Fund as used in the ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon.	ITP Condition #8.3	Before starting Covered Activities, or within 18 months of the effective date of the ITP if Security is provided.	Permittee	
	Permittee shall identify an Endowment Fund Manager. The Endowment Fund shall be held by the California Wildlife Foundation, DFG, or another entity approved in advance in writing by DFG to hold Endowment Fund.	ITP Condition #8.3.1	Before starting Covered Activities, or within 18 months of the effective date of the ITP if Security is provided.	Permittee	
	Permittee shall calculate the Endowment Fund deposit. After obtaining DFG approval of the HM Lands, interim and/or long-term management plan, and Endowment Fund Manager, Permittee shall prepare a revised Property Analysis Record (PAR) or PAR-equivalent analysis to calculate the amount of funding necessary to ensure the long-term management of the HM Lands (Endowment Deposit Amount). The Permittee shall submit to DFG for review and approval the results of the PAR or PAR-equivalent analysis before transferring funds to the Endowment Fund Manager. Portions from the Endowment Fund shall be available for reinvestment in the principal, administrative fees, conservation easement monitoring and defense, land protection enforcement measures, and the long-term management, maintenance, monitoring and protection of the HM Lands pursuant to the management plan;	ITP Condition #8.3.2	Before starting Covered Activities, or within 18 months of the effective date of the ITP if Security is provided.	Permittee	
	Permittee shall transfer long-term Endowment Fund. Permittee shall transfer the long-term Endowment Fund to the Endowment Fund Manager upon DFG approval of the Endowment Deposit Amount identified above. The approved Endowment Fund Manager may pool the Endowment Fund 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 Fund.	ITP Condition #8.3.3	Before starting Covered Activities, or within 18 months of the effective date of the ITP if Security is provided.	Permittee	
	Permittee shall reimburse DFG for all reasonable expenses incurred during title and documentation review, expenses incurred from other state agency reviews, and overhead related to transfer of HM Lands to DFG.	ITP Condition #8.4	Before starting Covered Activities, or within 18 months of the effective date of the ITP if Security is provided.	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	<p>The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition 8 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <p>Security Amount. The Security shall be in the amount of \$1,855,383. This amount is based on the cost estimates identified in Condition 8.1 above;</p> <p>Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by DFG's Office of the General Counsel;</p> <p>Security Holder. The Security shall be held by DFG or in a manner approved in advance in writing by DFG;</p> <p>Security Transmittal. The Security shall be transmitted to DFG with a completed Mitigation Payment Transmittal Form (see Attachment 4).</p> <p>Security Drawing. The Security shall allow DFG to draw on the principal sum if DFG, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of the ITP;</p> <p>Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after all secured requirements have been met as evidenced by:</p> <ul style="list-style-type: none"> <li>•Timely submission of all required reports;</li> <li>•An on-site inspection by DFG; and</li> <li>•Written approval from DFG.</li> </ul> <p>Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM Lands and record any required conservation easements no later than 18 months after the start of Covered Activities. DFG may require the Permittee to provide additional HM Lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.</p>	ITP Condition #9	Before starting Covered Activities.	Permittee	

<b>DURING CONSTRUCTION</b>					
	To ensure compliance with the Conditions of Approval of the ITP, the Designated Biologist(s) shall have authority to immediately stop any activity that is not in compliance with the ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species, or a species not covered by the ITP.	ITP Condition #5.3	Entire Project	Permittee	
	Project-related personnel shall access the Project site using existing routes and shall not cross Covered Species' habitat outside of or en route to the Project site. Permittee shall ensure that vehicle speeds do not exceed 15 miles per hour to avoid Covered Species on or traversing the roads in the Project Area. Permittee shall secure construction roads and service roads from dusk to dawn to prevent unauthorized use. If any routes for travel outside of the Project Area must be constructed, Permittee shall contact DFG. DFG may require an amendment to this ITP if additional take of Covered Species will result from Project modification.	ITP Condition # 5.5	Entire Project	Permittee	
	Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project site 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 specifically permitted as described in Condition 5.5 of the ITP.	ITP Condition #5.8	Entire Project	Permittee	
	Permittee shall immediately stop and following pertinent State and federal statutes and regulations arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition #5.9	Entire Project	Permittee	
	Permittee shall provide DFG staff with reasonable access to the Project, and shall otherwise fully cooperate with DFG efforts to verify compliance with or effectiveness of mitigation measures set forth in the ITP.	ITP Condition #5.10	Entire Project	Permittee	
	The Designated Biologist(s) shall immediately notify DFG in writing if it is determined that the Permittee it is not in compliance with any Condition of Approval of the ITP, including but not limited to any actual or anticipated failure to implement minimization and mitigation measures within the time periods indicated in the ITP and/or this MMRP. The Designated Biologist(s) shall report any non compliance with the ITP to DFG within 24 hours.	ITP Condition #6.2	Entire Project	Permittee	
	The Designated Biologist(s) shall be on-site daily when Covered Activities occur. The Designated Biologist(s) shall conduct compliance inspections to: (1) minimize incidental take of the Covered Species; (2) check for compliance with all mitigation and avoidance measures; (3) check all exclusion zones; and (4) 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(s) shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by the ITP. If any worker discovers a Covered Species within the Project Area, the Designated Biologist(s) shall be notified immediately.	ITP Condition #6.3	Entire Project	Permittee	

<p>The Designated Biologist(s) or Designated Representative shall compile the observation and inspection records identified in Condition 6.3 into a Monthly Compliance Report and submit it to DFG along with a copy of this MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to DFG's Regional Office at the address listed in the Notices section of the ITP and via e-mail to DFG's Regional Representative. DFG 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 DFG determines the reporting schedule must be changed, DFG will notify Permittee in writing of the new reporting schedule.</p>	<p>ITP Condition #6.4</p>	<p>Entire Project</p>	<p>Permittee</p>	
<p>Permittee shall provide DFG with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of the ITP and continuing until DFG accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports identified in Condition 6.4; (2) a general description of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in this 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 on Covered Species; (5) all available information about Project-related incidental take of the Covered Species; and (6) information about other Project impacts on the Covered Species.</p>	<p>ITP Condition #6.5</p>	<p>Entire Project</p>	<p>Permittee</p>	
<p>CNDDDB Observations. The Designated Biologist(s) shall submit all observations of Covered Species to DFG's California Natural Diversity Database (CNDDDB) and copies of the submitted forms shall be included in the next Monthly Compliance Report and ASR.</p>	<p>ITP Condition #6.7</p>	<p>Entire Project</p>	<p>Permittee</p>	
<p>Permittee shall immediately notify the Designated Biologist(s) if a Covered Species is taken or injured during Covered Activities, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project Area. The Designated Biologist(s) or Designated Representative shall provide initial notification to DFG within 24 hours by calling the DFG Regional Office at (714) 968-0953 and sending an e-mail to the DFG Regional Representative. The initial notification to DFG shall include information regarding the location, species, number of animals injured or killed, and the ITP Number. Following initial notification, Permittee shall send DFG a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the carcass or animal, location where injured Covered Species were taken for treatment, a digital photograph, explanation as to cause of death, and any other pertinent information.</p>	<p>ITP Condition #6.8</p>	<p>Entire Project</p>	<p>Permittee</p>	
<p>Collection of Individuals. Any Covered Species killed by Covered Activities shall be preserved and made available to the San Diego Natural History Museum. The current curator of Herpetology is Bradford Hollingsworth (bhollingsworth@sdnhm.org), Telephone (619) 255-0277.</p>	<p>ITP Condition #6.9</p>	<p>Entire Project</p>	<p>Permittee</p>	
<p>Permittee shall conduct all Covered Activities within daylight hours. Permittee shall prohibit access to the Project Area before dawn and after dusk unless required by emergency response personnel.</p>	<p>ITP Condition #7.1</p>	<p>Entire Project</p>	<p>Permittee</p>	
<p>Permittee shall fence all stored material, parked vehicles left overnight, equipment, and storage sites for the duration of Covered Activities. Stored material will be fenced using silt fencing keyed into the ground to avoid the possibility of Covered Species seeking cover within the stored material.</p>	<p>ITP Condition #7.2</p>	<p>Entire Project</p>	<p>Permittee</p>	

	Permittee shall cover or have exclusion fencing installed around all steep-walled trenches or excavation sites used during Covered Activities to prevent entrapment of Covered Species. Permittee shall securely cover all steep-walled trenches or excavation sites left open over night. Permittee shall also slope excavations at one end to provide an escape route for any Covered Species trapped within.	ITP Condition #7.3	Entire Project	Permittee	
	The Designated Biologist(s) shall inspect all trenches and excavation sites each morning before Covered Activities begin. A Designated Biologist shall be present during the creation of all excavation and trench sites	ITP Condition #7.4	Entire Project	Permittee	
	A Designated Biologist shall inspect all stored vehicles, materials, and equipment for Covered Species each day before Covered Activities begin.	ITP Condition #7.5	Entire Project	Permittee	
	All workers shall immediately inform a Designated Biologist if a Covered Species is seen within or near the Project Area. All Covered Activities in the vicinity of the Covered Species shall cease until appropriate action has been taken by the Designated Biologist(s).	ITP Condition #7.6	Entire Project	Permittee	
	The Designated Biologist(s) shall allow any Covered Species found within the Project Area to move out of the Project Area by itself. If necessary, the Designated Biologist(s) may relocate the Covered Species to suitable, undisturbed off-site habitat a minimum of 1,000 yards from the Project Area, or to an alternate location approved by DFG.	ITP Condition #7.7	Entire Project	Permittee	
	The Designated Biologist(s) shall maintain a record of all Covered Species handled. This information shall include: (1) a narrative description of and map of locations; (2) dates and times; (3) general condition and health of the animals including injuries and state of healing; (4) locations that the individual Covered Species were moved to and from using GPS technology; (5) ambient temperature when the Covered Species was handled and released; and (6) a digital photograph of each handled Covered Species. Records shall be submitted to DFG in the next Monthly Compliance Reports and ASR.	ITP Condition #7.8	Entire Project	Permittee	
	If a Covered Species is injured as a result of Project-related activities, the Designated Biologist(s) shall immediately take it to a DFG approved wildlife rehabilitation or veterinary facility. Permittee shall identify and obtain DFG approval of the facility prior to the start of Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species.	ITP Condition #7.11	Entire Project	Permittee	
<b>POST-CONSTRUCTION</b>					
	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 #5.11	After Construction Activities	Permittee	

	<p>No later than 45 days after completion of all mitigation measures, Permittee shall provide DFG with a Final Mitigation Report. The Designated Biologist(s) shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in this 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 the 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.</p>	<p>ITP Condition #6.6</p>	<p>After Construction</p>	<p>Permittee</p>	
	<p>Permittee shall restore, revegetate and monitor all areas of Covered Species habitat within the Project Area that were temporarily disturbed as a result of Covered Activities, after completion of Project Activities in that area, including areas impacted as a result of ground-disturbing operation and maintenance activities of less than 500 square feet. Permittee shall restore, revegetate, and monitor the areas as described in the "Habitat Restoration Plan for Sensitive Species" dated October 26, 2010 and provided to DFG, or in a subsequent revision of the plan approved in advance in writing by DFG.</p>	<p>ITP Condition #7.12</p>	<p>After Completion of Covered Activities in that Area.</p>	<p>Permittee</p>	
	<p>The Designated Biologist shall perform pre-activity surveys for Covered Species no more than 30 days prior to start of operation and maintenance activities with less than 500 square feet of impact to habitat. The Designated Biologist(s) shall remain on-site during operation and maintenance Covered Activities if pre-activity surveys indicate the presence of Covered Species in the vicinity. The pre-activity surveys shall cover all access routes and the proposed maintenance right-of-way with a minimum 50-foot buffer zone. A report documenting the results of the operation and maintenance pre-activity surveys shall be submitted to DFG in the next Monthly Compliance Report and ASR.</p>	<p>ITP Condition #7.13</p>	<p>Before Operation and Maintenance Activities.</p>	<p>Permittee</p>	
	<p>Impacts from ground-disturbing operation and maintenance activities that may result in an impact to habitat (e.g., not on existing roads, etc.) greater than 500 square feet are not authorized by the ITP. Permittee shall request an ITP amendment if operation and maintenance impacts of greater than 500 square feet to Covered Species habitat are anticipated, and shall not conduct such activities until an ITP amendment is issued by DFG.</p>	<p>ITP Condition #7.14</p>	<p>After Construction</p>	<p>Permittee</p>	



ATTACHMENT 2A  
DEPARTMENT OF FISH AND GAME

HABITAT MANAGEMENT LAND ACQUISITION PACKAGE CHECKLIST FOR PROJECT APPLICANTS  
The following checklist is provided to inform you of what documents are necessary to expedite Department processing of your Habitat Management Land acquisition proposal. Any land acquisition processing requests which are incomplete when received, will be returned. The Region contact will review and approve the document package and forward it to the Habitat Conservation Planning Branch Senior Land Agent with a request to process the land acquisition for formal acceptance.

To: \_\_\_\_\_  
Regional Manager, Region Name

From: \_\_\_\_\_  
Project Applicant

Phone: \_\_\_\_\_

Tracking #: \_\_\_\_\_  
CDFG assigned permit or agreement #

Project Name: \_\_\_\_\_

Enclosed is the complete package for the  Conservation Easement OR  Grant Deed

Documents in this package include:

Fully executed, approved as to form Conservation Easement Deed or Grant Deed.

Date executed: \_\_\_\_\_

Proposed Lands for Acquisition Form (PLFAF)

Phase I Environmental Site Assessment Report Date on report: \_\_\_\_\_

(An existing report may be used, but it must be less than two years old.)

Preliminary Title Report(s) for subject property is enclosed and has been reviewed for encumbrances and other easements. The title report must be less than six months old when final processing is conducted.

Included are additional documents:

document(s) to support title exceptions

document(s) to explain title encumbrances

a plot or map of easements/encumbrances on the property

Policy of Title Insurance (an existing title policy is not acceptable)

County Assessor Parcel Map(s) for subject property

Site Location Map (Site location with property boundaries outline on a USGS 1:24,000 scale topo)

Final Permit or Agreement (or other appropriate instrument)

Type of agreement:  Bank Agreement  Mitigation Agreement

Permit \_\_\_\_\_ Other: \_\_\_\_\_

(write in type of permit)

Final Management Plan (if required prior to finalizing permit or agreement or if this package is for a Grant Deed)

Biological Resources Report

Draft Summary of Transactions  hard copy  electronic copy (both are required)

PROPOSED LANDS FOR ACQUISITION FORM ("PLFAF")

Date: \_\_\_\_\_

TO: Regional Representative

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile:

FROM: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant proposes that the following parcel of land be considered for approval by the Department as suitable for purposes of habitat management lands to replace the adverse environmental impacts of the Project:

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Number of Acres</u>
----------------	-----------------	--------------	------------------------

_____	_____	_____	_____
-------	-------	-------	-------

Current Legal Owner(s), include Parcel Number(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location of Parcel:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED \_\_\_\_  
REJECTED \_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Region

DATE: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT 3

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [number]

Issue Date: [date]

Beneficiary:

Department of Fish and Game  
1416 Ninth Street, 12<sup>th</sup> Floor  
Sacramento, CA 95814  
Attn: Office of the General Counsel

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 bank] (“Issuer”), hereby establish in favor of the beneficiary, the California Department of Fish and Game (“Department”), 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 the Department pursuant to the terms of the incidental take permit for the [name of project] issued by the Department 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 the Department and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. The Department 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 bank].
6. The Certificate shall be completed and signed by an “Authorized Representative” of the Department as defined in paragraph 12 below. Presentation by the Department 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 the Department, or to the account of the Department, in immediately available funds, as the Department shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give the Department 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, the Department 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 the Department 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 the Department, as defined in paragraph 12 below.
12. An "Authorized Representative" shall mean either the Director of the Department of Fish and Game, the General Counsel of the Department of Fish and Game, or a Regional Manager of the Department of Fish and Game.
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 the Department 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 bank***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for the Department: Department of Fish and Game, Office of the General Counsel, 1416 Ninth Street, 12th Floor, Sacramento, California 95814-2090 Attn: General Counsel; and (ii) for the Applicant: [***name and address of Applicant***].
15. This Credit may not be transferred.

16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.

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

18. We hereby agree with the Department 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 bank]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT A

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [*number*]  
CERTIFICATE FOR DRAWING

To:

[*Name and address of bank*]

Re: Incidental Take Permit No. [*permit number*]

The undersigned, a duly Authorized Representative of the Department of Fish and Game ("Department"), as defined in 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:* "In the opinion of the Department, 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 the Department that the Credit will not be extended and the Applicant has not provided the Department with an equivalent security approved by the Department 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. The Department 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, the Department has executed and delivered this Certificate as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY: \_\_\_\_\_

[*Insert one of the following:* "DIRECTOR" *or* "GENERAL COUNSEL" *or* "REGIONAL MANAGER, [*NAME OF REGIONAL OFFICE*"]]

ATTACHMENT B

IRREVOCABLE LETTER OF CREDIT NO. [*number*]  
CERTIFICATE FOR CANCELLATION

To:

**[Name of bank and address]**

Re: Incidental Take Permit No. [*permit number*]

The undersigned, a duly Authorized Representative of the California Department of Fish and Game ("Department"), 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 natural expiration of this Credit has occurred."]
2. The Department therefore requests the cancellation of the Credit.

Therefore, the Department has executed and delivered this Certificate for Cancellation as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY: \_\_\_\_\_

**[Insert one of the following: "DIRECTOR" or "GENERAL COUNSEL" or "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]"**



