

CARR LAKE PARK PROJECT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "**MOU**") is entered into by and between CITY OF SALINAS, a California charter city and municipal corporation ("**City**"), and BIG SUR LAND TRUST, a California non-profit public benefit corporation ("**BSLT**") as of March 19, 2024 (the "**Effective Date**"), for the purpose of coordinating and memorializing the planning, ownership and long term management of the Carr Lake Park Project as described below. Each entity is sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. BSLT owns certain real property located in the City of Salinas, a part of the area commonly known as Carr Lake, consisting of approximately 73 acres, with 3 legal lots of record, and identified as APNs 003-212-016, 261-191-001, 261-191-007, 003-212-007, 003-212-015, and 003-821-033 (the "**Property**") more particularly described in Exhibit A. The Property is improved with two residential structures, one functioning water well, and one agricultural storage building. A 62.8-acre portion of the Property identified as "Agricultural Field" is currently leased for farming. The residential structures identified as "Front House" and "Back House" are currently leased for residential use at below market rate rents. The Property, existing improvements and other features are depicted on the Existing Infrastructure Map attached as Exhibit B.

B. BSLT is a 501(c)(3) nonprofit corporation and a nationally accredited Land Trust whose mission is to inspire love of land across generations, conservation of our unique Monterey County landscapes, and access to outdoor experiences for all.

C. In 2008, representatives of City reached out to BSLT to request assistance in exploring the feasibility of acquiring all or some portion of Carr Lake for public benefit. In 2009, City and BSLT signed an MOU, which formalized the mutual interest of the Parties to evaluate the constraints and opportunities associated with Carr Lake. This included BSLT conducting cordial meetings with the three property owners of Carr Lake to determine whether, acting together or separately, they were interested in selling some or all of their property. The MOU was extended until 2011, at which time BSLT provided a written report to City and indicated that the property owners elected not to move forward at that time.

D. In 2014, a real estate agent representing one of the Carr Lake property owners, Ikeda Farms Partnership, contacted BSLT to see if there was still interest in the acquisition of their 73-acre Carr Lake property. BSLT entered into a Purchase and Sale Agreement with the property owner in January 2016. BSLT raised public and private funding to purchase the property and assumed ownership in January 2017.

E. In 2016, BSLT established a core group to help guide BSLT during the acquisition process and to begin to plan future community engagement. The core group included BSLT staff and Board members, City of Salinas Department Directors from Public Works, Community Development and Library and Community Services, and representatives from Building Healthy Communities, the Monterey County Department of Health, CSUMB's Watershed Institute, and Community Housing Improvement Systems & Planning Association (CHISPA). In 2017, BSLT expanded the core planning team into a larger Carr Lake Partners Group, composed of City

staff as well as representatives from over a dozen Salinas-based organizations. A focus of the Carr Lake Partners Group in 2017 and early 2018 was to forge strong relationships, build understanding of the project and key parameters, and plan and implement some initial community engagement activities. By engaging with community partners early in the process, BSLT was able to develop key partnerships that allowed for a robust community engagement process in the following years.

F. In 2017 BSLT began a planning, design and resident engagement process with the objective of developing a multi-benefit community park and open space ("**Carr Lake Park Project**" or "**Park Project**") on the Property. Between 2018 and 2023, BSLT, working with community partners including Center for Community Advocacy, held nine (9) formal community meetings to engage residents in the iterative park design process, which included educating residents about Carr Lake, explaining the project, and soliciting resident ideas. In addition to the formal meetings, BSLT, Center for Community Advocacy and CSUMB's Habitat Stewardship Project also held dozens of site tours, school field trips, educational programs, and community stewardship workdays at the site to engage residents of all ages and collect input on the project design. Over 6,700 residents have participated in these project activities. The input collected was analyzed and considered by BSLT's design consultant team, and incorporated into the park design plan to the greatest extent feasible. As a result, the project design directly reflects this community input and guidance.

G. Implementation of the Carr Lake Park Project realizes a goal long held by City and its residents, as exemplified by its consistency with the following city plans and initiatives, dating back to 2002:

1. 2002 General Plan: Identifies the Carr Lake Land Use Designation as "Park."
2. A Vision Plan for Carr Lake Regional Park 2003: Commissioned by City, this plan states that "The location of Carr Lake at the city's center presents a unique opportunity for the creation of a park and natural area like none other, abundant with opportunities for recreation, habitat, education, and flood control."
3. 2014 General Plan Economic Development Element:
 - a. 2.2.1 Land Use, Circulation, and Infrastructure: Significant steps toward connecting the community and promoting economic development from within should include developing Carr Lake as a recreational "centerpiece" of the community.
 - b. Action LU-1.4.1: Utilizing and promoting the natural drainage in Carr Lake as an amenity and opportunity which should be incorporated as a primary feature of any specific plan developed for the area.
 - c. Action I-3.1.6: Utilize the vision and planning effort for Carr Lake to direct storm water for capture and reuse within the City or for surrounding communities for recharge or irrigation purposes.
 - d. Action QL-3.1.3: Increase City parkland by creating joint or shared use agreements with other public entities, partner with local non-profits to acquire and improve additional parkland, and creating a separate parkland fund that can accept donations, grants, dedications and other general funds.
4. 2018 Draft Guiding Principles for the upcoming General Plan Update
 - a. Healthy and Safe Community: 1. Ensure the protection and sustainable use of the City's air, water, land, and natural resources. 2. Promote equitable access to healthy food, parks, recreation and other desired amenities to encourage healthier lifestyle choices.
 - b. Livable and Sustainable Community: 1. Encourage vibrant and active community gathering spaces such as libraries, community facilities, open spaces, parks, and plazas.
5. Salinas City Council Strategic Plan 2016-2019

a. Key Strategies FY 2016-2017: 1. Explore Carr Lake Opportunities: Partnership with Big Sur Land Trust providing support for the acquisition of 72 acres should close in January 2017.

b. Objectives FY 2016-2017: 1. Join with Big Sur Land Trust to engage community about potential design and uses of Carr Lake. 2. Support conversation with additional property owners. 3. Include Carr Lake in Storm water development plans. 4. Undertake a visioning process which actively engages the Carr Lake landowners, community, and other stakeholders including federal, state, and regional agencies.

6. 2019 Parks, Rec & Libraries Master Plan: The Carr Lake area was specifically referenced as a location of a "parkland distribution gap" which this project can help address. This project also addresses the Plan's stated community priorities of building recreational walking/biking trails as well as offering more opportunities for bike riding, nature/wildlife watching and picnicking.

H. This project will deliver multiple environmental benefits to City, including climate change mitigation and improved water quality which will help prevent urban and agricultural contaminants from flowing into the Monterey Bay National Marine Sanctuary.

I. BSLT has fundraised for and received over \$27 million in public and private grant funding to support this project to date. In November 2022, City staff recommended and the Salinas City Council unanimously approved allocation of \$1 million from the fiscal year 2022 available fund balance to the Project. BSLT anticipates raising another \$12 million to complete both phases of the park construction. Several of the larger public grants include long-term requirements and restrictions pertaining to the use of the property. These grants and conditions are summarized in **Exhibit C**.

J. The City, as the CEQA lead agency, filed the Draft Initial Study/Mitigated Negative Declaration for the Carr Lake Restoration and Park Development (IS/MND) with the State Clearinghouse (SCH #2021050632) on May 28, 2021, with an end review date of June 28, 2021. The CEQA mitigated negative declaration was unanimously certified by the Salinas City Council on August 24, 2021. A Notice of Determination (NOD) was filed with the County of Monterey and the State of California Office of Planning and Research (OPR) on September 16, 2021.

K. All necessary regulatory permit applications were secured in 2022 and 2023, including a 401 application (for Discharges of Dredged or Fill Material to Waters of the State) to the State Water Resource Control Board, a Section 404 Nationwide Permit application to the Army Corps of Engineers, an Incidental Take Permit application and Lake and Streambed Alteration application to California Department of Fish and Wildlife. Permits and approvals for grading and building will also be secured from City; applications were submitted to City in Summer 2023. A summary of permit applications and restrictions can be found in **Exhibit D**.

L. The Parties anticipate that to consummate the vision and agreements described in this MOU the Parties will further negotiate the terms of (1) a Purchase & Sale Agreement covering reserved rights and two fee title escrow closings, and including a Grant Deed for the Neighborhood Park portion of the Property and a Grant Deed for the Restoration Area portion of the Property, and (2) a Restoration Area Habitat Management Agreement covering the period during which restoration work is being done in the Restoration Area including after the transfer of Restoration Area fee title to City. The Parties may also determine that other additional agreements or instruments are necessary or desirable.

M. City and BSLT desire to work together collaboratively to coordinate the Carr Lake Park Project planning and activities subject to their respective governing policies and processes and as set forth below.

N. In July 2019, the City produced a Parks, Rec & Libraries Master Plan ("Parks Master Plan") to create a vision for an innovative, inclusive, and interconnected system of parks and open spaces that promotes outdoor recreation, healthy living, and environmental conservation as integral elements of a thriving, livable Salinas. Among other things, through development of the Parks Master Plan the City learned that a majority of residents feel there are not enough parks and recreation/community centers in Salinas. The Project is consistent with the goals and the vision of the Parks Master Plan and helps the City fill the gap that exists in the parks and open space network.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the mutual covenants set forth herein, the Parties agree to work together collaboratively to coordinate the Park Project planning and activities, under the terms and conditions of this MOU, as follows:

1. PURPOSE AND SCOPE.

1.1 The purpose of this MOU is to coordinate and memorialize the planning and project activities for the Carr Lake Park Project. The scope of the Park Project is attached as **Exhibit E**.

1.2 Parties anticipate that there will be one or more additional separate written agreements between them concerning the conveyance of fee title to the Property, and the Parties' respective roles in the management and maintenance of the park following the conveyance(s).

2. TERM.

2.1 This MOU is effective as of the Effective Date and shall continue until terminated. Unless terminated sooner by the mutual agreement of the parties this MOU shall terminate one (1) year following the expiration of all the terms set forth in the Grants and Permits. **Exhibit C** identifies existing grant conditions. **Exhibit D** identifies permit conditions. The parties acknowledge that as new grant and permit conditions become effective, this MOU will be amended to reflect the updated information.

3. PROPERTY IS SUBJECT TO RIGHTS AND CONDITIONS.

3.1 Existing Third Party Rights in the Property.

The Parties acknowledge and agree that the Property is subject to certain existing easements and rights, including without limitation the Neighbor Road Easement depicted in **Exhibit F**. A list of the currently existing easements and third-party rights in the Property is set forth in the attached **Exhibit G**.

3.2 Grant Terms and Conditions.

The Parties acknowledge and agree that the Property is subject to certain grant agreement terms and conditions which are required to fund and build the Park Project, including without limitation the Opening Date(s) referenced in sections 5.6 and 6.4 below. The Parties acknowledge and agree that additional grant terms and conditions may be required when additional grant funding is secured. BSLT will coordinate and closely consult with City regarding additional grant funding and conditions thereof that would be binding on City after the Property

is transferred to City. A summary of the current grant terms and conditions is set forth in the attached **Exhibit C.**

3.3 Permit Terms and Conditions.

The Parties acknowledge and agree that the Property is or will be made subject to certain permit terms, restrictions and conditions which are required to fund and build the Park Project. City agrees to support and cooperate with BSLT on securing and implementing the permits required to build the Park Project, as needed. BSLT will coordinate and closely consult with City regarding additional permit conditions thereof that would be binding on City after the Property is transferred to City. A summary of the permit terms, restrictions and conditions is set forth in the attached **Exhibit D.**

3.4 BSLT Reserved Rights.

When BSLT transfers to City fee title to the Property, or portion thereof, the following rights and privileges will be reserved by BSLT, and such reservations shall be specifically set forth in the Purchase and Sale Agreements, Grant Deeds, Restoration Area Habitat Management Agreement, and/or other separate written agreement(s) negotiated by the Parties:

(a) **BSLT Access Easement.** Right(s) of way to access the entire Property ("BSLT Access Easement") for the purpose of exercising its reserved rights and doing the work that is necessary to complete grant and permit conditions, including without limitation a right of way through the Neighborhood Park (defined below) to allow for and facilitate the construction, habitat maintenance and related work within the Park Restoration and Open Space Area (defined below). BSLT Access Easement reserved in the Neighborhood Park Grant Deed to the City will be appurtenant to the Restoration Area. BSLT Access Easement reserved in the Restoration Area Grant Deed to the City will be in gross for BSLT activities in the Restoration Area to comply with grant terms.

(b) **Events.** The right to hold BSLT events up to 4 times per year upon coordination with and prior approval from the City.

(c) **Park Naming Rights.** Prior to conveyance of fee title to City, BSLT will apply a name to the park. BSLT will consult with City concerning naming and will include City staff in the community naming process, as BSLT and City deem appropriate. BSLT has worked with the community to develop a collaborative naming process that includes multiple community meetings, a Naming Committee with representatives from throughout City, and online public surveys for name suggestion submissions and preferences. Naming Committee reviewed name suggestion submissions and selected three top park name options. An additional online survey solicited feedback on these three names. BSLT and City conferred and agreed on the final park name after reviewing community feedback. On March 5, 2024, BSLT announced at a City Council meeting the new name for the park: Ensen Community Park. City agrees to retain the name of the park for a period of 25 years from the date of the initial fee transfer, and may then change the park name in accordance with City policy, which will include a community engagement process. The Parties agree to promptly meet and confer concerning an earlier or immediate name change in the event that circumstances arise under which the current or proposed name may result in public disrepute, contempt, scandal, ridicule or otherwise reflect unfavorably on BSLT or City, and in that case the name change is subject to the mutual agreement of the Parties. Specifics on naming rights will be incorporated into the Purchase & Sale Agreement.

(d) Other Naming Rights. Prior to conveyance of fee title to City, BSLT may apply names to certain trails, benches and other amenities and park features. BSLT will consult with City concerning naming. Some of these amenities may be named to recognize donors who provided funding for construction. The naming of park features or amenities not related to donors, will include a community process or ideas that arose through the park naming process, as BSLT and City deem appropriate. City agrees to retain the names of amenities for a period of 5-25 years, from the date of the initial fee title transfer. The 25-year time period would be appropriate for larger semi-permanent features such as the playground or amphitheater while the shorter time periods, 5-10 years, would be more appropriate for smaller items such as benches. Following the designated time period, the City may change names in accordance with City policy and in consultation with BSLT. The Parties agree to promptly meet and confer concerning an earlier or immediate name change in the event that circumstances arise under which the current or proposed name may result in public disrepute, contempt, scandal, ridicule or otherwise reflect unfavorably on BSLT or City, and in that case the name change is subject to the mutual agreement of the Parties. Specifics on naming rights will be incorporated into the Purchase & Sale Agreement.

(e) Art Installations. The right to install murals or art installations, including without limitation control over choice of artists, content and subject matter, and commissioning the painting of a mural(s) on one or more park buildings. BSLT will ensure City approval, including involvement of the Public Art Commission, of any proposed designs prior to installation. Specifics of rights concerning art installations will be included in the Purchase & Sale Agreement.

(f) Well and Well Water. There exists on the Property an agricultural irrigation well. For the purposes of this agreement, the well is assumed to be included in the Neighborhood Park parcel after the lot line adjustment (as referenced below in Section 4). The Neighborhood Park will be irrigated by municipal water, not well water, and the municipal irrigation infrastructure will be installed as part of the Neighborhood Park construction prior to transfer. In the future, City may choose to use utilize well water for irrigation of Neighborhood Park once Park Project is completed and in coordination with BSLT.

BSLT will retain an easement and use of the well for restoration work and farmland irrigation. The Neighborhood Park Area Grant Deed to City will be subject to BSLT's reserved easement right to take and use water from the existing well ("Water System Easement") for the following purposes: BSLT's irrigation of the Park Restoration and Open Space Area, irrigation for farming and agricultural use on the Property including on the Agricultural Field under the existing or a replacement BSLT agricultural lease, other uses on the Property necessary for BSLT's compliance with grant and permit terms and conditions, and other Park Project purposes. BSLT's Water System Easement reserved in the Neighborhood Park Area Grant Deed will be in gross and will allow BSLT to use whatever amount of water BSLT needs to maintain the Restoration Area under the grant terms and subject to any groundwater rules and regulations. BSLT will maintain ownership of the agricultural irrigation system, and appurtenances that are located within the Neighborhood Park Area, and will solely operate and maintain the well and agricultural irrigation system, until the Restoration Area is deeded to the City.

Following the conveyance of the Restoration Area to City maintenance and repair costs for the well and water system will be shared by BSLT and City in proportion to their respective use of well water. BSLT's use of well water will not be subject to any charge, except in the event that such use of well water is subject to state or local regulations that include a fee and then such charge will be shared by BSLT and City in proportion to their respective use of well water.

3.5 Subject to mutual approval of the specific language in the above contemplated agreements, deeds, and easements the Parties agree to comply with the easements, rights, obligations, and conditions referenced in 3.1 through 3.4 above.

3.6 The Parties acknowledge and agree that upon transfer of fee title to City the Property will remain subject to the easements, rights, agreements, terms, restrictions, and conditions referenced in 3.1 through 3.4 above.

4. **LOT LINE ADJUSTMENT.**

4.1 Lot Line Adjustment. The Property consists of 3 legal lots of record. A lot line adjustment will be undertaken by BSLT to redraw the existing parcel lines (no increase in number of parcels) prior to transfer of the Property to City in a manner that is beneficial to and will facilitate the Park Project. BSLT anticipates that parcel lines will be drawn between the Neighborhood Park Area and the Park Restoration and Open Space Area and the Front House. BSLT will consult with City in determining the configuration of parcel lines. City agrees to cooperate with BSLT on the lot line adjustment process.

5. **NEIGHBORHOOD PARK.**

5.1 6-Acre Neighborhood Park. One portion of the Property consisting of approximately 6 acres is referred to herein as the "Neighborhood Park" on which BSLT will construct traditional park structures and amenities such as bathrooms, picnic tables, a skate-spot, trails, parking lots, basketball court, gazebo and/or playground.

5.2 Construction of Neighborhood Park.

(a) BSLT anticipates that construction of the Neighborhood Park will start in spring 2024, and will include grading, construction, planting, irrigation, installation of equipment, signage, and other park facilities. BSLT will consult with City concerning design and construction so that City is kept apprised of plans and status.

5.3 Neighbor Road Easement.

(a) The neighboring property owner to the east¹ holds an existing road easement over and across a portion of the Neighborhood Park and a portion of the Park Restoration and Open Space Area. In a separate agreement the easement is being amended to facilitate construction of the park and continued road access through the park for the benefit of the neighboring property owner to the east¹ by relocating a portion of the road easement, installing two gates, and installing a crossing at Hospital Creek, all as depicted in **Exhibit F**.

(b) City acknowledges and agrees that after the Property, or portion thereof, is transferred to City, this existing easement, as amended, will be binding on City.

(c) City acknowledges and agrees that after the Property is transferred to City, the upkeep and maintenance of the Hospital Creek crossing and gates within the Park Restoration and Open Space Area will be City's responsibility.

5.4 BSLT-HACM Easement.

¹ Neighboring property owner to the east is currently the Higashi family.

(a) BSLT holds an existing easement over a portion of land owned by the Housing Authority of County of Monterey (HACM) in the vicinity of the Neighborhood Park parking area off La Posada Way as illustrated in **Exhibit F**. Said easement was amended on 5/6/2022, recorded as Document no. 2022021611 in the official records of Monterey County, to ensure that the easement area may be used for construction, operation and maintenance of the Park Project.

(b) City acknowledges and agrees that after the Property, or portion thereof, is transferred to City, this existing easement, as amended, will be binding on City.

5.5 Signage.

(a) Construction will include the installation of signage, including general traditional park signage, signage on fencing to discourage unauthorized access on the Property and across neighboring property, rules and regulatory signage, acknowledgement of BSLT, donors, funders and funding that have made the park possible. BSLT will consult with City about the design and content of all signage.

(b) City acknowledges and agrees that after the Property is transferred to City, the upkeep and maintenance of signage will be City's responsibility, except as otherwise provided in this MOU or other agreement of the parties. Following transfer of the Property BSLT shall have the right but not the obligation to replace signage installed by BSLT, as needed, in accordance with City signage policies and with prior approval from City.

5.6 Opening Date.

a) Certain grant funding conditions and expectations necessitate that the Neighborhood Park open to the public no later than June 1, 2025. The parties agree to meet and confer in the event that the grant funders make any change to delay the opening date timeline. BSLT agrees to complete the Lot Line Adjustment with cooperation from City, construction of the Neighborhood Park, and transfer of the Neighborhood Park to City in time to satisfy grant conditions. City agrees to accept fee title to the Neighborhood Park and to open the park to the public in time to satisfy this grant condition. The parties agree that the fee title transfer of the Neighborhood Park to City will be accomplished through escrow which will close at least 30 days prior to the opening date required by the grant. BSLT and City will meet and confer regularly concerning status of progress of Lot Line Adjustment and construction of the Neighborhood Park so that each party can prepare for the close of escrow and opening date. The parties will negotiate specific terms concerning the escrow and transfer of fee title in the Purchase and Sale Agreement.

b) State Parks grant funds for park construction are reimbursable and 20% of the grant amount, or approximately \$1.7 million, is retained by State Parks for the final reimbursement payment and will not be released to BSLT until all grant conditions are satisfied, including opening the park to the public. Therefore, it is critically important that the park be opened in a timely manner, ideally within 30 days of fee title transfer.

5.7 Transfer of Neighborhood Park Property to City.

(a) The Parties acknowledge and agree that the transfer of fee title ownership of the Neighborhood Park to City will be subject to all of the following conditions all of which will be incorporated into the Purchase and Sale Agreement:

(1) All rights, terms and conditions referenced in section 3 above.

(2) All the provisions set forth in sections 5.3 through 5.6 above.

(3) City acknowledges and agrees that after the Property is transferred to City, City will take over and assume responsibility and management for all operations and maintenance of Neighborhood Park subject to and in accordance with City's park policies and procedures, and BSLT will have no further obligations for operations and maintenance of the Neighborhood Park but will retain the reserved rights identified herein. BSLT will work with City and the community to investigate and develop funding mechanisms for long-term maintenance. BSLT will also work with City and community to explore potential public-private partnership models such as the development of a supporting community-based organization (e.g., a "Friends of Carr Lake") to assist with certain park maintenance and monitoring tasks or other activities as may be appropriate.

5.8 Leased Agricultural Field. BSLT may continue to lease to a third party the Agricultural Field portion of the Property adjacent to the Neighborhood Park (including use of well water for irrigation as described in section 3.4(f)) until the Park Restoration and Open Space Area construction commences. The agricultural lease rental income would continue to be channeled into a BSLT stewardship fund for the Park Restoration and Open Space Area.

6. PARK RESTORATION AND OPEN SPACE AREA.

6.1 67-Acre Park Restoration and Open Space Area. The balance of the Property consisting of approximately 67 acres is referred to herein as the "Park Restoration and Open Space Area", on which BSLT will do grading, construction, planting, irrigation, installation of perimeter fencing (see Section 6.5 below), trails, bridges, boardwalks, and signage, and related activities, including without limitation the activities described in this section.

6.2 Neighbor Road Easement.

(a) As stated above in section 5.3 the neighboring property owner to the east¹ holds an existing road easement over and across a portion of the Neighborhood Park and a portion of the Park Restoration Area and Open Space Area. In a separate agreement the easement is being amended to facilitate construction of the park and continued road access through the park for the benefit of the neighboring property to the east¹ by relocating a portion of the road easement, installing two gates, and installing a crossing at Hospital Creek, all as depicted in **Exhibit F.**

(b) City acknowledges and agrees that after the Property, or portion thereof, is transferred to City, this existing easement, as amended, will be binding on City.

(c) City acknowledges and agrees that after the Property is transferred to City, the upkeep and maintenance of the road, Hospital Creek crossing and gates within the Park Restoration and Open Space Area will be City's responsibility.

6.3 Signage

(a) Construction will include the installation of signage, including general traditional park signage, signage on fencing to discourage trespassing, acknowledgement of BSLT, donors, funders and funding that have made the park possible. BSLT will consult with City about the design and content of all signage.

(b) City acknowledges and agrees that after the Property is transferred to City, the upkeep and maintenance of signage will be City's responsibility, except as otherwise provided in this MOU or other agreement of the parties. Following transfer of the Property BSLT shall have the right to replace signage installed by BSLT, as needed, in accordance with City signage policies and with prior approval from City at BSLT's expense.

6.4 Construction and Opening Date.

(a) The Parties anticipate the Park Restoration and Open Space Area construction will start no sooner than Spring 2025 and will open to the public by a certain date which is unknown at this time but is anticipated to be no sooner than 2026. BSLT will consult with City about the date when the date or date range becomes known. BSLT will complete the Lot Line Adjustment with cooperation from City, construction of the Park Restoration and Open Space Area, and transfer of the Park Restoration and Open Space Area to City in time to satisfy any future grant conditions. City agrees to accept fee title to the Park Restoration and Open Space Area and to open it to the public in time to satisfy any grant conditions.

6.5 Fencing Plan.

(a) BSLT developed a Fencing Plan to satisfy CEQA mitigation measure AG-3, "A Fencing Management Plan was submitted for review and approval to the Community Development Department. The plan identifies the location and design of fencing appropriate for placement within a floodway. The plan also identifies the type and location of temporary wildlife exclusion fencing that is located along perimeters of the project site that abuts farmland during the dry season when active farming is occurring, as needed." A draft plan has been developed and reviewed by the adjacent farming families².

(b) The Fencing Plan identifies temporary wildlife exclusion fencing (i.e., food safety fencing) to be installed and maintained seasonally by BSLT in the locations as depicted in **Exhibit H** and in consultation with the farmers of the adjacent land.

(c) The Fencing Plan identifies perimeter fencing to be constructed in the locations depicted in **Exhibit H** in order to mark the boundary between the Property and the adjacent property and to discourage unauthorized access in either direction. Should this portion of the Fencing Plan be modified, with agreement of the adjacent farming families, BSLT will consult with City and submit revised plan.

(d) A copy of the detailed fencing design and plan satisfying CEQA Mitigation Measure MM-AG-3 has been provided to City.

(e) City acknowledges and agrees that after the Property is transferred to City, the upkeep and maintenance of the perimeter fencing will be City's responsibility.

6.6 Adaptive Management Plan

(a) BSLT developed an Adaptive Management Plan to satisfy Mitigation Measure AG-2 "A Long-Term Adaptive Management Plan for the park and restoration area shall be submitted for review and approval to the Community Development Department. The plan shall include vegetation management, insect and pest control, weed control, and sediment removal.

² Adjacent farming families include the Higashi family to the east and Hibino family to the west and south.

The plan shall also identify proposed funding sources and anticipated annual budget for proposed management activities."

(b) A draft plan was sent to the neighboring farming families² for their review and comment prior to submission to City in June 2023.

(c) The plan describes maintenance roles and responsibilities for City and BSLT. These responsibilities are further described in Section 6.8.

6.7 Ditches.

(a) BSLT is currently in discussions with Monterey County Water Resources Agency (MCWRA) concerning any modifications which may be made to the existing ditches on the Property in which the MCWRA holds certain easement rights and obligations. It is likely that MCWRA will quit claim their easements on the ditches that are to be removed by the Restoration and Open Space construction project. BSLT will coordinate and closely consult with City about any agreement which may be made with MCWRA which would be binding on City following transfer of title.

6.8 Transfer of Park Restoration and Open Space Area Property to City.

(a) The Parties agree that the transfer of fee title ownership of the Park Restoration and Open Space Area to City will be subject to all of the following conditions:

(1) All rights, terms and conditions referenced in section 3 above.

(2) All the provisions set forth in sections 6.2 through 6.7 above.

(3) City acknowledges and agrees that after the Property is transferred to City, City will take over and assume responsibility and management for all routine park operations and maintenance, of Park Restoration and Open Space Area, including general trash pickup, graffiti removal, patrols, pedestrian and maintenance bridges, crossings, boardwalks, trails maintenance, perimeter fencing, sediment removal, upkeep maintenance, mowing and weeding of plantings all subject to and in accordance with City parks policies, and BSLT will have no further obligations except as set forth in section 6.9 below, and except that BSLT will retain the reserved rights identified herein. BSLT will work with City and the community to investigate and develop funding mechanisms for long-term maintenance. BSLT will also work with City and community to explore potential public-private partnership models such as the development of a supporting community-based organization (e.g., a "Friends of Carr Lake") to assist with certain park maintenance and monitoring tasks or other activities as may be appropriate.

6.9 BSLT Continuing Obligations.

(a) BSLT is responsible for implementing vegetation and habitat management, including plantings and invasive plant removal, as required under grant agreements and permits to ensure that the restoration is successful, subject to local regulations. This includes collaboration with City on sediment removal.

(b) BSLT is responsible for all monitoring and reporting as required under grant agreements and permits, implement an adaptive management plan, and coordinate

compliance with timeframe requirements under permits and grant conditions in **Exhibits G and H.**

(c) BSLT is responsible for installing/maintaining temporary wildlife exclusion fencing (i.e., food safety fencing) each year, in coordination with farming neighbors.

(d) BSLT and City will coordinate on transfer of these management tasks in the Park Restoration and Open Space Area to City as appropriate and mutually agreed. This will be detailed in the Purchase and Sale Agreement and further in a Restoration Area Habitat Management Agreement.

7. HOUSES.

7.1 The Front House is located in the Neighborhood Park Area and the Back House is located in the Park Restoration and Open Space Area. City has indicated a desire to acquire and utilize the Front House for affordable housing pursuant to funder's requirements. Use of the Back House is restricted to specific park related uses that are compliant with the purpose of State grants awarded to acquire the property. The Back House will be transferred to City with the Park Restoration and Open Space Area.

8. WELL.

8.1 The Property contains one operational well as depicted in **Exhibit B**. The Well is part of the Neighborhood Park Area, as discussed in 3.4f, above. The water from the well is currently used for irrigation on the Property including use by the third-party lessee to irrigate the leased Agricultural Field. City acknowledges and agrees that after the Property, or portion thereof, is transferred to City BSLT will have the right to use well water under the Water System Easement as provided in section 3.4(f) above.

9. CONSTRUCTION COSTS.

9.1 The Parties intend that the construction of the Park Project will be fully funded by grants and donations secured by BSLT and the Parties shall not be obligated to fund any portion of the costs associated with the construction of the Park Project with their own general funds except as specifically provided herein or otherwise agreed. In the event grant or other fundraised proceeds are unavailable or exhausted, either Party may, at its sole discretion, elect to apply its own funds, and such additional funds as may become available, to proceed with the Park Project or it may elect to cease some work on the Park Project until such time as further grants are obtained and funded.

10. INDEMNITY.

10.1 Each Party agrees that it will be responsible for its own acts and the results thereof, and shall not be responsible for the acts of the other Parties hereto or the results thereof. Each Party ("Indemnifying Party") to this MOU shall indemnify, defend, and hold harmless the other Party, its officers, agents, and employees ("Indemnified Party"), from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this MOU, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out

of or connected with the Indemnifying Party's performance pursuant to this MOU, but only to the extent such claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) are caused by or result from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, employees, and agents. "Performance pursuant to this MOU" includes action or inaction of either the Indemnifying Party or the action or inaction of the Indemnifying Party's officers, employees, agents, contractors, and subcontractors. This indemnification provision is independent of and shall not in any way be limited by the insurance requirements of this MOU. A Party approving the insurance certificates, evidence, and contract policies required by this MOU does not in any way relieve an Indemnifying Party or indemnifying agent from liability under this section.

11. **INSURANCE.**

11.1 Each Party shall, at its sole cost, insure its activities and indemnification obligations in connection with this MOU from its inception and shall keep in force and maintain insurance or self-insurance as follows: Commercial General Liability with a combined single limit of not less than \$2,000,000.00 per occurrence; Business Automobile Liability with a combined single limit of not less than \$1,000,000.00 per occurrence including coverage for owned, hired and non-owned automobiles; Workers Compensation Insurance in accordance with the provisions of Section 3700 of the Labor Code, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease; and such other insurance as may be necessary to provide coverage for its performance under this MOU. Further, each Party shall require its agents, contractors, subcontractors and/or assignees in connection with this MOU and the Park Project (i) to hold harmless and indemnify all Parties to this MOU in respect to claims or liability which arise from the negligence or willful misconduct of said indemnifying agents, contractors, subcontractors and/or assignees and (ii) to carry insurance meeting the requirements of this section commensurate with the standards of the industry. The foregoing clause (i) does not pertain to design professionals as indemnification and insurance obligations required of design professionals shall comport with California Civil Code §2782.8.

12. **MISCELLANEOUS.**

12.1 Notices. Any notice or communication required by the MOU shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail, or confirmed facsimile transmission, addressed to the other Party at the address set forth below, or such other address as such Party hereto may hereafter specify in writing to the other Party:

Big Sur Land Trust
509 Hartnell Street Monterey CA
93940
Attn: Jeannette Tuitele-Lewis
(831) 625-5523

City of Salinas
City Hall
200 Lincoln Ave.
Salinas, CA 93901
Attn: Office of the City Manger
(831) 758-7201

12.2 Amendment. This MOU may only be amended or modified by written agreement signed by the Parties.

12.3 Governing Law. This MOU shall be governed by the laws of the State of California.

12.4 Headings and Captions. Headings and captions in this MOU are to facilitate reference only and do not form a part of this MOU, and shall not affect the interpretation hereof.

12.5 Authority. Each Party represents to the other that each has the full authority to perform its obligations under this MOU and that the person executing this MOU has the authority to bind it.

12.6 No Joint Venture or Partnership. The MOU is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise or other form of business relation. Neither of the Parties shall have, nor hold itself out as having, any right, power or authority to assume, create or incur any expenses, liability, or obligation on behalf of the other Parties, except as expressly set forth herein.

12.7 Attorney Fees. Each party shall bear its own attorneys' fees and expenses in the preparation and review of this MOU. In the event that any Party hereto institutes an action or proceeding for a declaration of the rights of the Parties under this MOU, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this MOU, or the transactions contemplated hereby, or in the event any Party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the nondefaulting Party or prevailing Party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

12.8 Assignment. This MOU will inure to the benefit of and be binding on the Parties to this MOU and their respective successors and assigns. Neither Party will have the right to assign any portion of its interest in this MOU without the consent of the other Party.

12.9 Entire Agreement. This MOU, together with all Exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes and replaces any and all prior understandings or agreements with respect thereto, including those understandings and agreements in letters, correspondence, memoranda or other expressions of intent from either Party hereto or its agents that are prior to or contemporaneous in time to this MOU.

12.10 Time. Time is of the essence in the performance of the Parties' respective obligations under this MOU.

12.11 No Third-Party Beneficiaries. Nothing in this MOU, express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the Parties to it and their respective permitted successors and assigns, nor is anything in this MOU intended to relieve or discharge any obligation of any third person to any Party to this MOU or give any third person any right of subrogation or action over against any Party to this MOU.

12.12 Exhibits. All exhibits referenced in this MOU, whether or not attached, are incorporated by reference.

Exhibit A	Legal Description of Property
Exhibit B	Existing Infrastructure Map

Exhibit C	Summary of Grant Terms and Conditions as of 2/16/24
Exhibit D	Summary of Permit Terms and Conditions as of 2/16/24
Exhibit E	Project Scope
Exhibit F	Existing and Future Easements Map
Exhibit G	Existing Third-Party Rights
Exhibit H	Future Park Fencing, Creek Crossing and Median Infrastructure Map
Exhibit I	CDFW ITP Permit
Exhibit J	CDFW LSAA Permit


12.13 Counterparts. This MOU may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Signatures appear on the next page.

IN WITNESS WHEREOF, this MOU is executed on the dates set forth below by the duly authorized representatives identified below:

BSLT:

BIG SUR LAND TRUST, a California nonprofit public benefit corporation

By:  DocuSigned by:
E08660066F204FA...

Name: Jeanette Tuitele-Lewis

Title: President/CEO

Date: 3/25/2024 | 6:28 PM PDT

City:

CITY OF SALINAS, a public entity

By:  DocuSigned by:
95AF7118EAC649A...

Name: Jim Pia

Title: Interim City Manager

Date: 3/25/2024 | 6:29 PM PDT

Exhibit A
Legal Description of Property
(attached)

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 003-212-016 (portion Parcel I), 003-212-015 (portion Parcel I), 003-212-007 (portion Parcel I), 261-191-001 (Parcel II), 261-191-007 (portion Parcel I) and 003-821-033 (Parcel III)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A portion of the Rancho El Sausal, Monterey County, Calif., being part of that certain 163.58 acre tract conveyed by Florence T. Dye and Clarkson Dye to Shizuo Ikeda and Mitsuo Ikeda, by deed dated December 24, 1928, recorded January 14, 1929 in [Volume 174 Official Records at page 468](#) therein, Monterey County Records, Calif, and further being a portion of Lot C as shown and so designated on map entitled, "Partition Map No. 2" showing portions of the Sausal and El Alisal Ranchos, belonging to the estate of Jessie D. Carr", surveyed by Lou G. Hare, 1905, 1906, a copy of which map was recorded in Map Book One of Surveyed at page 70 thereof in the office of the County Recorder of Monterey County, Calif., and being particularly described as follows, to-wit:

Commencing at a 4 x 4 survey post marked C,D,CR, HDP, standing in the center of the old Carr Diverting Canal, on the southeasterly side of the County Road, leading from Salinas to Natividad (sometimes called California Avenue) and from which point of beginning a 4 x 4 survey post marked 16,29, standing at the intersection of courses and distances 16 and 29, as the same are shown on said "Partition Map No. 2", bears N. 27° 42' E., 346.2 distant, thence following the southeasterly side of said 60 foot County Road, towards Salinas,

(1) S. 27° 42' W., 1446.3 feet, at 568.3 feet a 4 x 4 survey post marked City Limits, L.G.H., standing at the intersection of this line with the northern boundary of Salinas (course of said boundary line of Salinas being N. 80° 30' E.) 1446.3 feet to a 4 x 4 survey post marked LA, LB, HDP, and from which the most western corner of the said Ikeda 163.58 acre tract bears S. 27° 42' W., 1149.6 feet distant, thence leaving the southeastern side of California Avenue and running

(2) N. 85° 26' E., 1704.3 feet to station in a drainage canal, known as Gabilan Creek Lateral Drainage Canal, and 30 foot right of way for the same of Reclamation District No. 1665, thence along said Drainage Canal and Right of Way

(3) S. 14° 30' W., 550 feet to station in the southern boundary of the said Ikeda 163.58 acre tract, at corner of courses and distances Nos. 3 and 4 of the description thereof, thence along a drainage ditch known as Natividad Creek Lateral Drainage ditch, and its 30 foot right of way of Reclamation District No. 1665, and the southerly boundary of the said Ikeda 163.58 acre tract,

(4) N. 72° 27' E., 841.7 feet to station, thence leave said drainage canal, and right of way and southern boundary of Ikeda 163.58 acre tract, and running

(5) N. 5° 28' E., 1320.4 feet, at 10.7 feet a 4 x 4 survey post marked IC,LE,WP,HDP, standing on north side of drainage canal, at 660.2 feet a 4 x 4 survey post, standing on line, marked LC,,LD,LE,HDP, at 1304 feet a 4 x 4 survey post marked LC,LD,WP,HDP, standing on the southern side of Gabilan Creek Lateral Drainage Canal, 1320.4 feet to station in the center of the same and center of a 30 foot right of way for drainage purposes, of Reclamation District No. 1665, thence along the center of said Drainage Canal, and right of way, and along the division line between land of Ikeda and a 174.60 acre tract of Jessie R. Bryan et al,

(6) S. 71° 50' W., 301.7 feet to station, thence

(7) S. 73° 12' W., 260.7 feet to station, thence

(8) S. 25° 25' W., 155 feet to station, thence leaving the center of said Gabilan Creek Drainage Canal and along the center of a private drainage canal, and the division line between lands of Ikeda and Jessie R. Bryan et al, as aforesaid,

(9) N. 67° 32' W., 826.5 feet, at 772 feet the southeastern side of pumphouse and suction bay of Drainage Pumping Plant, at 782 feet the northwesterly side of said pumphouse, 826.5 feet to a 4 x 4 survey post marked D,D,HDP, standing on the southerly bank of the Old Carr Diverting Canal, thence,

EXHIBIT "A"

Legal Description

(10) N. 7° 19' W., 30 feet to a 4 x 4 post marked C,D,HDP, standing in the center of the same, and thence down the center of said Old Carr Diverting Canal, and still along the dividing line between lands of Ikeda and Jessie R. Bryan et al

(11) N. 80° 46' W., 452.9 feet to the place of beginning.

Excepting from the above described Parcel I all that portion conveyed to Salinas, a municipal corporation by deed dated October 31, 1972 and recorded November 15, 1972 on Reel [810 Official Records](#) at page 3.

PARCEL II:

A portion of the Rancho El Sausal, in Monterey County, California, and being a portion of that certain 174.60 acre tract conveyed by Albert C. Aiken et al to Jessie R. Bryan et al, by deed dated April 17, 1926, recorded April 27, 1926 in [Volume 84 Official Records at page 9](#) therein, Monterey County Records, California, and also a part of that certain 22.30 acre tract conveyed by Florida C. Cook and Sterling D. Carr, also known as Sterling Carr, to Toshi Hanazono, by deed dated February 4, 1939, recorded February 6, 1939, in [Volume 604 Official Records, at page 301](#) therein, Monterey County Records, California, and being particularly described as follows, to-wit:

Commencing at a 4 x 4 survey post marked C,H, standing in fence at the eastern corner of said 22.30 acre tract above referred to and on the southeast side of that certain 5.534 acre tract conveyed by Jessie R. Bryan et al to R. A. Stump and Maude J. Stump, by deed dated March 18, 1931, recorded March 27, 1931, in [Volume 287 Official Records at page 93](#) therein, Monterey County Records, California, and thence along the southeastern side of said Stump 5.534 acre tract, with the following two courses and distances,

(1) S. 52° 24' W., 176.3 feet to a 4 x 4 survey post marked L4,C,HDP, thence

(2) S. 34° 48' W., 135.1 feet to a 4 x 4 survey post marked L3,C,HDP, standing at the southwest corner of said Stump 5.534 acre tract, and at the most eastern corner of that certain 10.674 acre tract conveyed by Jessie R. Bryan et al to James Lunsford and Mary Lunsford by deed dated November 14, 1927, recorded December 9, 1927, in [Volume 136 Official Records at page 74](#) therein, Monterey County Records, California, thence leave said Stump 5.534 acre tract and along the exterior boundaries of said Lunsford 10.764 acre tract with the following four courses and distances,

(3) S. 35° 14' W., 180.8 feet to a 4 x 4 survey post marked L4C,HDP, thence

(4) S. 45° 46' W., 200.7 feet to a 4 x 4 survey post marked L5,C,HDP, thence

(5) S. 49° 35' W., 364.6 feet to a 4 x 4 survey post marked L6,C,HDP, thence

(6) S. 41° 19' W., 384.9 feet to a 4 x 4 survey post marked L7,C,HDP, at the southern corner of said 10.674 acre tract and the eastern corner of that certain 22,060 square feet parcel of land conveyed by Toshi Hanazono to Clyde Potter et ux, by deed dated April 21, 1941 and recorded December 20, 1943 in [Volume 815 Official Records at Page 373](#), Monterey County Records; thence, along the southeastern line of said Potter parcel of land,

(7) S. 41° 19' W., 50.23 feet to survey stake at the southern corner of said Potter parcel of land and in the boundary of that certain 3.1536 acre parcel of land conveyed by Toshi Hanazono to Salinas Valley Ice Company, Ltd., a corporation, by deed dated April 16, 1942 and recorded June 19, 1942 in [Volume 767 Official Records at page 391](#), Monterey County Records; thence, along the boundaries of said 3.1536 acre parcel of land with the following two courses and distances,

(8) S. 43° 12' E., 20.10 feet to survey stake; and

(9) S. 41° 27' W., 317.20 feet to survey stake in the boundary of said 22.30 acre parcel of land above referred to; thence along the boundaries of said 22.30 acre parcel of land, the following five courses and distances,

(10) S. 7° 19' E., 4.44 feet to a 4 x 4 survey post marked D,C,HDP, standing on the southerly bank of old Carr Diverting Canal, thence,

(11) S. 67° 32' E., at 54.5 feet old suction bay of Pump, and enter private drainage canal and along center of same, 826.5

EXHIBIT "A"

Legal Description

feet to center of Gabilan Lateral Drainage Canal of Reclamation District No. 1665, and its 30 foot right of way for the same, thence along the center of said Gabilan Lateral Drainage Canal, and 30 foot right of way of said Reclamation District,

(12) N. 25° 25' E., 155 feet to station, leave center of said Gabilan Creek Lateral Drainage Canal and Right of Way, and running

(13) N. 75° 5' W., 8.1 feet to station, thence along the center of a private drainage ditch

(14) N. 15° 3' E., 1553.1 feet, at 1386 feet angle in said private drainage ditch, to the right, and leave same, at 1401.1 feet to a 4 x 4 survey post marked C,H, standing on line, 1553.1 feet to the point of beginning.

PARCEL III:

A portion of Rancho El Sausal, in the City of Salinas, County of Monterey, State of California, being a portion of that certain parcel of land granted to The Housing Authority of the County of Monterey by individual Grant Deed recorded in Reel [1800, Official Records](#) of Monterey County, California at Page 745, described as follows:

Beginning at a Point on the Southerly boundary of said parcel of land, from which, the most Southerly corner of bears the following two courses: (a) S. 80° 46' 00" E., 281.19 feet and (b) S. 7° 19' 00" E., 25.56 feet, thence from said Point of Beginning and along said southerly boundary,

(1) N. 80° 46' 00" W., 151.68 feet to a point on the Easterly line of Sherwood Drive as widened by Deed recorded June 11, 1973, in Reel [852, Official Records](#) of Monterey County, at Page 422, thence along said line,

(2) N 27° 42' 00" E., 21.09 feet, thence

(3) S. 80° 46' 00" E., 145.00 feet, thence

(4) S. 9° 14' 00" W., 20.00 feet to the point of beginning.

PARCEL IV:

A right of way, 20 feet in width, for road purposes, for joint use, as described in the Grant Deed from Toshi Hanazano to Salinas Valley Ice Company, LTD., a corporation, recorded June 19, 1942 in [Volume 797, Page 391, Official Records](#) of Monterey County.

Exhibit B
Existing Infrastructure Map



Exhibit C
Summary of Public Grants and Conditions as of 2/15/24

	Agency	Grant Number, Grant Amount	Grant Contract Executed	Notes	Restriction Type	Date Recorded
1	State Coastal Conservancy (SCC)	15-128, \$2,500,000	11/22/2016	Funding for land acquisition. Conditions apply to entire property	Irrevocable offer to dedicate title in fee and declaration of restrictive covenants	1/25/2017
2	California Natural Resources Agency (CNRA) #1	R81790-0, \$500,000	11/22/2016	Funding for land acquisition. Conditions apply to two APNs: 003-212-007, 261-191-007	Memorandum of unrecorded grant agreement (MOUGA)	1/25/2017
3	California Department of Parks and Recreation (DPR)	SW-27-005, \$8,498,748	1/26/2022, amended 1/5/23	Funding for neighborhood park construction. Deed restriction applies to 6-acre Neighborhood Park. 30-year duration: 7/1/2020 – 6/30/2050	Deed restriction	5/6/2022
4	California Natural Resources Agency (CNRA) #2	UG2113-0, \$3,673,917	11/7/2023	Funding for restoration area construction.	See conditions summary below	
5	Department of Water Resources (DWR)	4600015506, \$2,500,000	12/13/23	Funding for restoration area construction.	See conditions summary below	

All information provided below constitutes summary information and not a complete list of conditions, and in the event of any inconsistency between the summary information and the grant contract(s) the grant contract(s) terms shall control. City has been provided with copies of the grant contract(s).

1. SCC Conditions Summary:

- a. The Real Property shall be used solely for the purposes of public access, open space protection, wildlife habitat and environmental restoration (collectively, the "Acquisition Purposes"). No use of the Real Property inconsistent with the Acquisition Purposes is permitted. Notwithstanding the foregoing, the Real Property may be used for agricultural activities for an interim period ending no later than 7 (seven) years from the date of recording of this Offer and Declaration, to allow for a community process to determine the long-term use of the Real Property. Following the interim period, a portion of the Real Property may be used for a small demonstration farm, as a permissible public access and open space use, subject to the prior written approval of the Conservancy, provided that such use remains consistent with and does not materially impair the other Acquisition Purposes. Any proceeds received by the Offeror from the agricultural use of the Real Property shall be deposited to and held in a dedicated stewardship fund for the Real Property and used solely to maintain or restore the Real Property. No development, as defined in California Public Resources Code section 30106, shall be undertaken on the Real Property except that development for and in furtherance of the Acquisition Purposes or for prudent and reasonable management and stewardship of the Property (such as development necessary to address hazards or to avoid injury, or other similar activities).
- b. The Real Property shall not be used as security for any debt without the written approval of the Executive Officer of the Conservancy.
- c. Any transfer of the Real Property, or portion of or interest in it, is subject to the prior written approval of the Executive Officer of the Conservancy. The transferee, including any party accepting title to the Real Property pursuant to paragraph 1, above, shall be subject to all provisions of this Offer and Declaration, including, without limitation, the Restrictions. If the Conservancy deems necessary, prior to the approval of any transfer of the Real Property, the transferee and the Conservancy shall enter into a new agreement sufficient to protect the interest of the people of California.
- d. The Real Property shall not be used for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) without the written permission of the Executive Officer. In providing permission, the Executive Officer may require that funds generated in connection with any authorized or allowable mitigation on the Real Property will be promptly remitted to the Conservancy.
- e. If the Real Property is under threat of condemnation or condemnation proceedings have been initiated, as defined above, the Offeror shall promptly notify the Conservancy in writing, shall assert any applicable presumption regarding the use of the Real Property for the Acquisition Purposes as the highest and best use under Public Resources Code §5542.5(a), Code of Civil Procedure § 1240.680 or any successor, subsequent or other legislation, and shall use its best efforts to obtain the maximum compensation possible. Upon receiving condemnation proceeds, the Offeror shall promptly pay to the Conservancy a percentage of the condemnation proceeds equivalent to the respective percentage of the total acquisition cost originally contributed by the Conservancy (_63.29114%).
- f. The Offeror shall regularly monitor the Real Property for compliance with the Acquisition Purposes, consistent with the written "Monitoring and Reporting Program" dated November 15, 2016, and approved by the Conservancy, a copy of which is on file at the office of the Conservancy and the Offeror. The Monitoring and Reporting Program may be revised and amended by written agreement of the Offeror and the Conservancy, as needed to ensure and document ongoing compliance with the Acquisition Purposes. The Offeror shall submit a periodic monitoring report to the

Conservancy, as required by the Monitoring and Reporting Program. On transfer of the Real Property, or any portion of or interest in the Real Property, under paragraph 2(c), above, the Offeror shall provide a copy of the Monitoring and Reporting Program to the transferee. On reasonable prior notice to the Offeror, the Conservancy shall have the right to inspect the Real Property to ascertain compliance with this Offer and Declaration.

- g. Offer and Declaration shall be deemed covenants and restrictions running with the land, shall be effective limitations on the use of the Real Property from the date of recordation of this document, and shall bind the Offeror and all its successors and assigns. This Offer and Declaration shall benefit the State of California.

2. CNRA (#1) Conditions Summary:

- a. The Real Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
- b. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
- c. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

3. DPR Conditions Summary:

- a. Irrevocable deed restriction with a term 5/6/2022 through 6/30/2050.
- b. DPR has right of entry at times acceptable to Owner to verify compliance.
- c. Restricts property use to those uses identified in Grant #SW-27-005 generally including customary parks and open space uses such as playground, basketball court, skate spot, natural amphitheater, gazebo, picnic areas, BBQ, trails, pathways, restrooms, parking lots with lighting, landscaping, and other open spaces.
- d. The property and its uses are subject to the terms of California Drought, Water, Parks, Climate, Coastal Protections, and Outdoor Access for All of 2018 Parks Bonds Act Statewide Park Development and Community Revitalization Program.
- e. Grant funds are reimbursable and 20% of the grant amount, or approximately \$1.7 million, is retained by DPR for the final reimbursement payment and will not be released to BSLT until all grant conditions are satisfied, including opening the park to the public.
- f. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
- g. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
- h. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
- i. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

- j. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
- k. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

4. CNRA (#2) Conditions Summary:

- a. The State is aware of and approves the conveyance of the property to the City of Salinas (City) after Project improvements are completed. Such approval is contingent, however, upon the submission of a signed authorizing resolution from the City's governing board and Grantee's execution of an Assignment and Assumption of River Parkways Grant #R81790-0 and Urban Greening Grant #UG2113-0 to the City concurrent with the transfer of the property. Grantee shall first obtain the State's approval of the form of the Assignments, which shall not be unreasonably withheld.
- b. Use of Facilities
 - i. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
 - ii. Grantee shall maintain, operate, and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of 25 years, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
 - iii. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
 - iv. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to: (1) the amount of the grant, (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
 - v. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.

- vi. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

5. DWR Conditions Summary:

- a. Post-Performance Reports: Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 3 years after the completed Project begins operation.
- b. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the Project in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 11, "Default Provisions."
- c. PROJECT MONITORING PLAN REQUIREMENTS. The Monitoring and Maintenance Plan shall outline the Grantee's plans for monitoring the restored site, assessing maintenance needs, and carrying out known and unanticipated maintenance actions necessary or required during and after completion of the Project in accordance with Exhibit A "Work Plan." The Grantee shall prepare a draft Monitoring and Maintenance Plan during the design phase of the Project and submit it to the State in accordance with Exhibit A "Work Plan." The Final Monitoring and Maintenance Plan must be approved by the State prior to disbursement of grant funds for construction or monitoring activities. The Monitoring and Maintenance Plan shall include the elements described in Exhibit D.
- d. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
 - i. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

- ii. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least 14 calendar days prior to the event.
 - iii. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - iv. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - v. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- e. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- f. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

Exhibit D
Summary of
Permits and Conditions as of 2/16/24

Agency, Permit/ Condition Type	Condition/Requirement	General Timing	Status
State Water Resources Control Board 401 Application	None.	n/a	Approved.
CDFW, Lake and Streambed Alteration (1602) Permit	Permit attached as Exhibit J.	n/a	Approved.
CDFW, Incidental Take Permit	Permit attached as Exhibit I.	n/a	Approved.
Army Corps of Engineers, 404 Permit	Condition 1: To remain exempt from the prohibitions of Section 9 of the Endangered Species Act, the non-discretionary Terms and Conditions for incidental take of federally-listed Species shall be fully implemented as stipulated in the Biological Opinions titled "Programmatic Biological Opinion for California Red-Legged Frog, California Tiger Salamander, and Santa Cruz Long-Toed Salamander on Issuance of Recovery Permits and Recovery Projects in Santa Cruz, Monterey, and San Benito Counties, California (08EVEN00-2017-F-0584)" (pages 30-31), dated November 9, 2018 (Enclosure 3) and "Endangered Species Act Section 7(a)(2) Biological Opinion, and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the Program for restoration projects within the NOAA Restoration Center's Central Coastal California Office jurisdictional area in California (WCR-2015-3755)" (pages 81-82). Project authorization under the NWP is conditional upon compliance with the mandatory terms and conditions associated with incidental take. Failure to comply with the terms and conditions for incidental take, where a take of a federally-listed species occurs, would constitute an unauthorized take and non-compliance with the NWP authorization for your project. The USFWS and NMFS are, however, the authoritative federal agencies for determining compliance with the incidental take statements and for initiating appropriate enforcement actions or penalties under the Endangered Species Act.	n/a	Approved.

Agency, Permit/ Condition Type	Condition/Requirement	General Timing	Status
Army Corps of Engineers, 404 Permit	Condition 2: Incidents where any individuals of salmonids listed by NOAA Fisheries under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States authorized by this NWP shall be reported to NOAA Fisheries, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the San Francisco District of the U.S. Army Corps of Engineers at (415) 503- 6795. The finder should leave the plant or animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure, or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries, Office of Protected Resources, to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.		
Army Corps of Engineers, 404 Permit	Condition 3: Restoration performance standards shall be adhered to as per the "Carr Lake Restoration and Park Development Project Concept Restoration Plan Report," dated April 30, 2020, and monitoring reports shall be submitted to the Corps by December 31 for five years following the completion of construction, then in years 7 and 10. This report shall include dated photographs of the project area. If performance standards are not being met, a brief explanation of the difficulties and potential remedial actions shall be provided.		
Army Corps of Engineers, 404 Permit	Condition 4: All work shall be confined to the dry season (March 15-October 15). If there is no significant rain event (0.5 inch within 24 hours) predicted in the two-week forecast, the permittee may request permission to extend the work window beyond October 15. The permittee must receive authorization from the Corps in writing before continuing work beyond October 15.		
Army Corps of Engineers, 404 Permit	Condition 5: All staging, maintenance, and storage of heavy machinery shall be conducted in such a location and manner that no fuel, oil, or other petroleum products may run off or be washed by rainfall into the water.		
Army Corps of Engineers, 404 Permit	Condition 6: The permittee will conduct cultural resource training for all construction personnel, and archaeological and tribal monitoring for ground-disturbing work as proposed in the report, titled "Cultural Resource Assessment: Carr Lake Project at 618 Sherwood Drive in Salinas, Monterey County, California," dated February 2021.		

Agency, Permit/ Condition Type	Condition/Requirement	General Timing	Status
Army Corps of Engineers, 404 Permit	Condition 7: A post construction report shall be submitted 45 days after the conclusion of construction activities. The report shall document construction activities and contain as-built drawings (if different from drawings submitted with application) and include before and after photographs.		
CEQA Requirements			
City, CEQA	AES-1 Aesthetics: A photometric lighting plan shall be submitted for review and approval to the Community Development Department demonstrating compliance with City Standards with regards to light and glare.	Prior to construction	Submitted to City in summer 2023.
City, CEQA	AG-1 Agricultural Resources: A Notice of Right to Farm Agreement shall be recorded on the project site. Recordation of the Notice of Right to Farm Agreement shall be coordinated with the Public Works Department (200 Lincoln Avenue, 831-758-7241).	Prior to construction	Finalized and recorded 8/22/23.
City, CEQA	AG-2 Agricultural Resources: A Long-Term Adaptive Management Plan for the park and restoration area shall be submitted for review and approval to the Community Development Department. The plan shall include vegetation management, insect and pest control, weed control, and sediment removal. The plan shall also identify proposed funding sources and anticipated annual budget for proposed management activities.	Prior to construction	Plan prepared and submitted to City summer 2023.
City, CEQA	AG-3 Agricultural Resources: A Fencing Management Plan shall be submitted for review and approval to the Community Development Department. The plan shall identify the location and design of fencing appropriate for placement within a floodway. The plan shall also identify the type and location of temporary wildlife exclusion fencing that is located along perimeters of the project site that abuts farmland during the dry season when active farming is occurring, as needed.	Prior to construction	Plan prepared and submitted to City summer 2023.
City, CEQA	AQ-1 Air Quality: During construction, the applicant or successor in interest shall: a) Limit grading to 8.1 acres per day, and limit grading and excavation to 2.2 acres per day. b) Provide watering trucks on site to maintain adequate soil moisture during grading and water graded/excavated areas at least twice daily, thus minimizing dust generation. In addition, the water trucks shall be used to wash down trucks and tractors, including earth loads, prior to entering public roadways. c) Prohibit all grading activities during periods of high wind.	During construction.	

Agency, Permit/ Condition Type	Condition/Requirement	General Timing	Status
	d) Maintain a minimum of two feet for freeboard for all haul trucks. e) Cover all trucks hauling dirt, sand, or loose materials. f) Cover inactive storage piles. g) Enforce a 15-mph speed limit for all unpaved surfaces when visible dust clouds are formed by vehicle movement. h) Place gravel base near site entrances to clean tires prior to entering public roadways.		
City, CEQA	AQ-2 Air Quality: Consult with the Monterey Bay Air Resources District regarding the potential need for a diesel health risk assessment and shall mitigate diesel impacts to a less than significant level in accordance with the Air District requirements.	During construction.	
City, CEQA	AQ-3 Air Quality: All applicable permits from the Monterey Bay Air Resources District shall be obtained for building demolition and construction.	During construction.	
City, CEQA	BIO-1 Biological Resources: The following measures shall be implemented to protect adjacent retained herbaceous riparian/ wetlands and downstream waters from inadvertent impacts during construction and to mitigate for impacts to on-site wetland and riparian resources temporarily impacted by the project. a. Prior to construction, obtain all necessary permits from regulating agencies, such as the US Army Corps of Engineers (USACE), California Department of Fish and Game (CDFW), Regional Water Quality Control Board (RWQCB), and City of Salinas; b. Install temporary construction fencing at the edge of the construction area to prevent inadvertent impacts to herbaceous riparian/wetlands located outside the project area. This fencing should remain in-place until all project construction is complete; c. Install erosion control measures/construction Best Management Practices (BMP's) during construction to prevent any inadvertent impacts to downstream sections of Gabilan Creek, Hospital Ditch, or nearby Natividad Creek. Such measures shall include use of silt fencing, straw wattles, and seeding/revegetation of disturbed area with a native erosion control seed mix prior to the onset of the winter rainy season; d. Implement features of the Restoration Plan that pertain to the restored creeks, including erosion control seeding, planting of native wetland species, and allowing recruitment of other native wetland and riparian plant species. Monitor plan implementation and success of revegetation for a five (5) year period after construction;	Prior to and during construction.	Permit applications approved.

Agency, Permit/ Condition Type	Condition/Requirement	General Timing	Status
	<p>e. Control occurrences of invasive, non-native plant species. Monitor removal and control measures for a five (5) year period after construction;</p> <p>f. All refueling, maintenance, and staging of equipment and vehicles will occur at least 100-feet from any riparian habitat or water body, unless protective spill measures are implemented;</p> <p>g. The number of access routes, number and size of staging areas, and the total area of the activity shall be limited to the minimum necessary to achieve the project goal. These areas shall be outside of the riparian/wetland areas;</p> <p>h. To control erosion during and after project implementation, the Applicant or successor-in-interest shall implement BMP's, as may be identified by the RWQCB; and</p> <p>i. Restore areas of temporary impacts with an appropriate assemblage of native riparian, wetland, and upland vegetation suitable for the areas of temporary impacts.</p>		
City, CEQA	<p>BIO-2 Biological Resources: To avoid impacts to migratory birds and raptors that may be present in the project area, it is preferable that ground disturbance (including stripping, vegetation removal, grading, and excavation) shall be scheduled for the period of September 1 to February 1 of any given year.</p> <p>If project activities during the nesting season (February 1 through September 1) of protected raptors and other avian species are unavoidable and are scheduled during the nesting season, a focused survey for active nests of such birds shall be conducted by qualified biologist within three (3) days prior to the beginning of project activities. Surveys shall be conducted in all suitable habitat located at project work sites, in staging, storage and soil stockpile areas, and along transportation routes. The minimum survey radii surrounding the work area shall be the following: i) 250 feet for passerines; ii) 500 feet for other small raptor such as accipiter's; and iii) 1,000 feet for larger raptors such as buteos. Surveys shall be conducted at the appropriate times of day, and during appropriate nesting times and shall concentrate on areas of suitable habitat. If a lapse in project activities of seven (7) days or longer occurs, another focused nesting bird survey will be required before project activities can be reinitiated. If nesting birds are identified during pre-construction surveys, an appropriate buffer shall be imposed within which no construction</p>	Prior to construction.	

Agency, Permit/ Condition Type	Condition/Requirement	General Timing	Status
	activities or disturbance will take place (generally 300 feet in all directions). A qualified biologist shall be on-site during work re-initiation in the vicinity of the nest offset to ensure that the buffer is adequate and that the nest is not stressed or abandoned to comply with the Fish and Game Code (FGC) of California and the federal Migratory Bird Treaty Act (MBTA) of 1918. No work shall proceed in the vicinity of an active nest until such time as all young are fledged, as determined by the qualified biologist, or until after September 1 (when young are assumed fledged).		
City, CEQA	<p>BIO-3 Biological Resources: The following measures shall be implemented to avoid, minimize and mitigate for impacts to special status wildlife species during project construction:</p> <ol style="list-style-type: none"> Prior to construction, obtain all necessary permits and authorizations from CDFW, Service and NMFS. Implement all avoidance, minimization and mitigation measures as outlined by regulating agencies; The following measures shall be implemented to avoid, minimize and mitigate potential impacts to listed California red-legged frog and California tiger-salamander (listed species): <ol style="list-style-type: none"> At least 30 days prior to the onset of activities, the Applicant or Project Proponent shall submit the name(s) and credentials of qualified biologists to the United States Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW). The Applicant or Project Proponent shall submit the name(s) and credentials of the biologists who would conduct activities specified in the following measures. No project activities shall begin until proponents have received written approval from the USFWS and CDFW that the biologist(s) is qualified to conduct the work. A USFWS and CDFW-approved biologist shall survey the work site no more than 48-hours before the onset of activities. If species are found, the approved biologist shall relocate the animals to any area of suitable habitat either upstream or downstream and well away from the project work area. Only USFWS and CDFW-approved biologists shall participate in activities associated with the capture, handling, and moving of listed species. Before any activities begin on a project, a USFWS and CDFW-approved biologist shall conduct a training session for all construction personnel. At a 	Prior to and during construction phase, as applicable.	Permit applications approved.

Agency, Permit/ Condition Type	Condition/Requirement	General Timing	Status
	<p>minimum, the training shall include a description of listed species and its habitat, the importance of the species and its habitat, general measures that are being implemented to conserve the species as they relate to the project, and the boundaries within which the project may be accomplished. Brochures, books, and briefings may be used in the training session, provided that a qualified person is on hand to answer any questions.</p> <p>4.A USFWS and CDFW-approved biologist shall be present at the work site until such time as all removal of the listed species, instruction of workers, and habitat disturbance have been completed. After this time, the contractor or permittee shall designate a person to monitor on-site compliance with all minimization measures. The USFWS and CDFW-approved biologist shall ensure that this individual receives training outlined in above No. 3 of Mitigation Measure BIO-3 and in the identification of California red-legged frogs and California tiger salamander. The monitor and the USFWS and CDFW-approved biologist shall have the authority to halt any action that might result in impacts that exceed the levels anticipated by the United States Army Corps of Engineers (USACE) and USFWS during review of the proposed action. If work is stopped, the USACE and USFWS shall be notified immediately by the USFWS and CDFW-approved biologist or on-site biological monitor.</p> <p>5.During project activities, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.</p> <p>6.All refueling, maintenance, and staging of equipment and vehicles shall occur at least 20 meters from any riparian habitat or water body. The permittee shall ensure contamination of habitat does not occur during such operations. Prior to the onset of work, the permittee shall prepare a plan to allow a prompt and effective response to any accidental spills. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.</p> <p>7.A USFWS and CDFW-approved biologist shall ensure that the spread or introduction of invasive exotic plant species shall be avoided to the maximum extent possible. When practicable,</p>		

Agency, Permit/ Condition Type	Condition/Requirement	General Timing	Status
	<p>invasive exotic plants in the project areas shall be removed.</p> <p>8. Project sites shall be revegetated with an appropriate assemblage of native riparian, wetland, and upland vegetation suitable for the area. A species list and restoration and monitoring plan shall be included with the project proposal for review and approval by the USFWS and USACE. Such a plan must include, but not be limited to, location of the restoration, species to be used, restoration techniques, time of the year the work will be done, identifiable success criteria for completion, and remedial actions if the success criteria are not achieved.</p> <p>9. The number of access routes, number and size of staging areas, and the total area of the activity shall be limited to the minimum necessary to achieve the project goal. Routes and boundaries shall be clearly demarcated, and these areas shall be outside of riparian and wetland areas.</p> <p>10. Work activities shall occur during periods specified by above listed permitting agencies.</p> <p>11. To control erosion during and after project implementation, the Applicant shall implement best management practices, as may be identified by RWQCB.</p> <p>12. Where the work site is to be temporarily dewatered by pumping, intakes shall be completely screened with wire mesh not larger than five (5) millimeters (mm) to prevent the listed species from entering the pump system. Water shall be released or pumped downstream at an appropriate rate to maintain downstream flows during construction. Upon completion of construction activities, any barriers to flow shall be removed in a manner that would allow flow to resume with the least disturbance to the substrate.</p> <p>d. The following measures shall be implemented to avoid and minimize potential impacts to steelhead and chinook salmon (listed species):</p> <p>1. During construction, a USFWS or National Marine Fisheries Service (NMFS)-approved biologist shall remove from within the project area, any individuals of exotic species, such as bullfrogs, crayfish, and centrarchid fishes that are encountered.</p> <p>2. A dewatering structure shall be installed and water will be directed away from the instream work area through a minimum 10-inch diameter pipe. Water will</p>		

Agency, Permit/ Condition Type	Condition/Requirement	General Timing	Status
	<p>be diverted downstream into a reach of creek below the work area. The project's engineering plans will identify the diversion structure, cross-section diagram, diversion pipe location, and dewatering plan details.</p> <p>3. Dewatering activities may require the temporary relocation of fish and larval or neotonic salamanders. In case any fish are found on the project site, the following measures will be implemented to minimize potential fish mortality during relocation activities:</p> <ul style="list-style-type: none"> a. Block nets will be placed at the upper and lower extent of the diversions to ensure that salmonids upstream and downstream do not enter the areas proposed for dewatering. Keep the intake/inlet screened for the duration of construction to prevent fish passage into the diversion pipe. b. If electrofishing techniques are utilized during fish relocation activities, activities will comply with NMFS' Backpack Electrofishing Guidelines (June 2000) available at http://www.fwspubs.org/doi/suppl/10.3996/112016-JFWM-083/suppl_file/fwma-08-01-30_reference+s02.pdf. c. Field supervisors and crew members must have appropriate training and experience with electrofishing techniques. Training for field supervisors can be acquired from programs such as those offered from the U.S. Fish and Wildlife Service – National Conservation Training Center (Principles and Techniques of Electrofishing course). d. A crew leader having at least 100 hours of electrofishing experience in the field using similar equipment must train the crew. The crew leader's experience must be documented and available for confirmation; such documentation may be in the form of a logbook. e. Electrofishing may not be performed if water temperatures exceed 18-Celsius, or could reasonably be expected to rise above this temperature during the activities. f. At least one (1) assistant shall aid the biologist during the electrofishing by netting stunned fish and other aquatic vertebrates. g. Each electrofishing session must start with all equipment settings (voltage, pulse width, and pulse rate) set to the minimums needed to capture 		

Agency, Permit/ Condition Type	Condition/Requirement	General Timing	Status
	<p>fish. These setting should be gradually increased only to the point where fish are immobilized and captured, and not allowed to exceed the specified maxima: Voltage = 100V (Initial) – 400V (Max); Pulse width = 500 mS (Initial) – 5 mS (Max); Pulse rate = 30 Hz (Initial) – 70 Hz (Max).</p> <p>h. A minimum of three (3) passes with the electrofisher will be utilized to ensure maximum capture probability of salmonids within the area proposed for dewatering, unless the number of fish captured in the second pass is less than 10-percnt of the first pass. In that case, two (2) passes are adequate. If fish are present on any pass, a minimum of 20 minutes will separate the beginning of each pass through the project reach to allow time for fish that are not captured to become susceptible to the electrofishing again.</p> <p>i. All captured fish will be held in water with temperatures not greater than ambient in-stream temperatures. If cooling is uses, water temperatures will be maintained not more than three (3) degrees Celsius less than ambient in-stream temperatures. All captured fish will be held in well-oxygenated water, with a dissolved oxygen level of not less than seven (7) parts per million.</p> <p>j. Prior to release, the following information shall be recorded: 1) list fish species, 2) visual determination of age, 3) describe injuries and fatalities by age class, 4) document successfully relocated fish by age class for each relocation site, and 5) document date and time of release of fish to each relocation site.</p> <p>k. Fish shall be subject to the minimum handling and holding times required. All captured fish will be allowed to recover from electrofishing and other capture gear before being returned to the stream. All captured fish will be processed and released prior to any subsequent electrofishing pass or netting effort.</p> <p>l. All captured fish will be released in the best available habitat in closest proximity to the work area, preferably upstream of the block nets to facilitate redistribution into dewatered areas following construction activities.</p>		
City, CEQA	CU-1 Cultural Resources and TCR-1 Tribal and Cultural Resources: In the event that cultural materials are encountered during grading/construction, all work shall cease until the find has been evaluated and mitigation	During construction.	

Agency, Permit/Condition Type	Condition/Requirement	General Timing	Status
	measures put in place for the disposition and protection of any find pursuant to Public Resources Code Section 21083.2.		
City, CEQA	CU-2 Cultural Resources and TCR-2 Tribal and Cultural Resources: A qualified archaeologist and a representative from an applicable Tribal Cultural Nation shall monitor initial ground-disturbing activities associated with project elements located in the traditional park area (the historic lake shoreline) in a manner outlined in the Archaeology Monitoring Plan to be developed prior to construction. The cost of all related monitoring shall be covered by the Applicant or successor-in-interest.	During construction.	Archaeology Monitoring Plan complete.
City, CEQA	<p>TR-1 Transportation: The proposed project is required to install a raised median on Sherwood Drive as shown in the "Road Alignment and Driveway Study for Carr Lake Restoration and Park Development in Salinas, CA" (Road Alignment Study) from Hexagon Transportations Consultants Incorporated dated September 11, 2020. The project includes two new driveways onto Sherwood Drive which could create substantial hazards. The project is required to install a raised median, otherwise the impact would be significant and unavoidable.</p> <p>To maintain consistency with the existing General Plan, no structures can be built within the proposed alternative alignment of Bernal Road Extension, as shown in the Road Alignment Study. To maintain consistency with the existing General Plan and to allow for the analysis of whether future development of the Bernal Road Extension is needed a "No-Build Agreement" shall be recorded on the project site which will prohibit the construction of permanent structures or facilities (e.g., structures or parking lots) within the area of the proposed alternative alignment. The "No-Build Agreement" will be entered into by the City and the Applicant, or its successor in interest, prior to the issuance of grading or building permit from the City.</p>	<p>During construction.</p> <p>Prior to construction.</p>	<p>Median included in design.</p> <p>No build agreement finalized and recorded 8/18/23.</p>

Exhibit E Project Scope

The Carr Lake Park Project includes activities throughout the 73-acre property, divided between two major areas: the "Neighborhood Park" area and the "Park Restoration and Open Space Area". Planned activities and general project timelines are as follows:

Neighborhood Park:

1. Size: ~6 acres
2. Project plans: This project includes grading of land and demolition of existing metal storage building structures. The two houses will remain and no improvements are planned. Construction will include two parking lots: one off Sherwood Drive and one off La Posada Way. Other park amenities to be constructed may include playgrounds, BBQ areas, amphitheater, dog park, skate park, basketball and multi-use sport court, restrooms, and pathways between the amenities and to the corner of Sherwood Drive and Sherwood Place. Landscaping will be installed as well as irrigation systems to maintain the park plantings. The existing well infrastructure will be moved away from the parking area and protected via fencing. Fencing will be constructed around most of the park perimeter. A median will be installed on Sherwood Drive, as required by City.
3. Timeline: Construction is expected to start in spring 2024 and continue through spring/early summer 2025.

Park Restoration and Open Space Area:

1. Size: ~67 acres
2. Project plans: The restoration project aims to restore and enhance 67-acres of land to improve riparian fish and wildlife habitat, improve water quality through enhancement of natural physical and biological processes and constructed stormwater treatment green infrastructure, reduce greenhouse gas emissions and enhance carbon sequestration in vegetated areas and offer public access to a large natural area with trails, boardwalks, interpretive signs, and educational opportunities. The area will be extensively graded to recreate creek channels and wetland habitat. After project completion, restored habitats will include up to 26 acres of riparian habitat and up to 40 acres of diverse upland grassland habitat. Newly constructed creek channels and a large inset floodplain will encourage infiltration, capture floodwaters, and filter sediment. Seasonal and treatment wetlands along the newly created Hospital Creek corridor will filter pollutants. Amenities to accommodate public access will include trails, bridges and boardwalks, as well as signage, trash cans and fencing.
3. Timeline: BSLT is currently fundraising for this portion of the project and so an exact construction schedule has not yet been determined. It is anticipated that construction could occur no sooner than spring 2025 and this portion of the park could open to the public in 2026.

Exhibit F
Existing and Future Easements Map



Exhibit G
Existing Third-Party Rights

Exception No.	All data is from First American Title Report order #2714-6914768, dated 10/10/2022
1-6	General and special taxes and assessments
7	The Land lies within the boundaries of proposed community facilities District No. 2014-1, as disclosed by a map filed MARCH 18, 2016 in BOOK 5, PAGE 15 of maps of assessment and community facilities districts.
8	The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
9	Any unpaid amounts for due or delinquent utilities owed to, or resultant liens in favor of Monterey One Water. Contact Monterey One Water at phone number 831-645-4631 or fax number 831-372-6178.
10	An easement for CANAL OR DITCH and incidental purposes, recorded MARCH 02, 1918 in Book 156 of Deeds, Page 211. In Favor of: RECLAMATION DISTRICT NUMBER 1665 Affects: AS DESCRIBED THEREIN.
11	The terms and provisions contained in the document entitled AGREEMENT recorded APRIL 27, 1926 as BOOK 84, PAGE 42 of Official Records.
12	An easement for POLES, WIRE LINES and incidental purposes, recorded MAY 10, 1926 as BOOK 84, PAGE 132 of Official Records. In Favor of: SIERRA AND SAN FRANCISCO POWER COMPANY Affects: PARCEL ONE, AS DESCRIBED THEREIN
13	An easement for ROAD and incidental purposes, recorded FEBRUARY 06, 1939 as BOOK 606, PAGE 20 of Official Records. In Favor of: STERLING D. CARR ET AL Affects: PARCEL ONE, AS DESCRIBED THEREIN
14	An easement for RIGHT OF WAY FOR ROAD and incidental purposes, recorded JUNE 19, 1942 as BOOK 767, PAGE 391 of Official Records. In Favor of: TOSHI HANAZONO Affects: PARCEL THREE, AS DESCRIBED THEREIN
15	An easement for ROAD and incidental purposes, recorded AUGUST 04, 1961 as BOOK 2171, PAGE 51 of Official Records. In Favor of: ATSUKO OBATA ET AL Affects: PARCEL ONE, AS DESCRIBED THEREIN
16	An easement for PERPETUAL EASEMENT FOR ROADWAY SLOPE and incidental purposes, recorded NOVEMBER 15, 1972 as BOOK 810, PAGE 3 of Official Records. In Favor of: SALINAS, A MUNICIPAL CORPORATION Affects: PARCEL ONE, AS DESCRIBED THEREIN
17	An easement for PUBLIC UTILITIES and incidental purposes, recorded JANUARY 16, 1987 as BOOK 2051, PAGE 922 of Official Records. In Favor of: PACIFIC BELL, A CORPORATION Affects: PARCEL THREE, AS DESCRIBED THEREIN
18	An easement for PUBLIC UTILITIES and incidental purposes, recorded FEBRUARY 01, 1988 as BOOK 2193, PAGE 1126 of Official Records. In Favor of: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION Affects: PARCEL ONE, AS DESCRIBED THEREIN

19	An easement for PUBLIC UTILITIES and incidental purposes, recorded MARCH 24, 1988 as BOOK 2209, PAGE 887 of Official Records. In Favor of: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION Affects: PARCEL THREE, AS DESCRIBED THEREIN
20	An easement for PRIVATE RIGHT OF WAY FOR INGRESS AND EGRESS, 20 FEET WIDE and incidental purposes, recorded APRIL 30, 1997 as BOOK 3512, PAGE 540 of Official Records. In Favor of: GEORGE A. COMEAU AND LUCILLE D. COMEAU Affects: PARCEL THREE, AS DESCRIBED THEREIN
21	The terms and provisions contained in the document entitled IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE AND DECLARATION OF RESTRICTIVE COVENANTS recorded JANUARY 25, 2017 as INSTRUMENT NO. 2017004454 of Official Records.
22	The terms and provisions contained in the document entitled MEMORANDUM OF UNRECORDED GRANT AGREEMENT recorded JANUARY 25, 2017 as INSTRUMENT NO. 2017004455 of Official Records. (Affects PORTION OF PARCEL ONE)
23	The terms and provisions contained in the document entitled DEED RESTRICTION recorded MAY 06, 2022 as INSTRUMENT NO. 2022021610 of Official Records. (Affects PORTION OF PARCEL ONE)
24	The Terms, Provisions and Easement(s) contained in the document entitled AMENDED EASEMENT DEED AND AGREEMENT recorded MAY 06, 2022 as INSTRUMENT NO. 2022021611 of Official Records.
25	Intentionally omitted
26	Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws. Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.
27	Intentionally omitted
28	Rights of the public in and to that portion of the land lying within ANY STREET, ROAD, ALLEY AND/OR HIGHWAY.
29	Water rights, claims or title to water, whether or not shown by the Public Records.
30	Intentionally omitted
31	Rights of parties in possession.
32	The terms and provisions contained in the document entitled NO-BUILD AREA RESTRICTION AND AGREEMENT recorded AUGUST 18, 2023 as INSTRUMENT NO. 2023025750 of Official Records.
33	The terms and provisions contained in the document entitled NOTICE OF RIGHT TO FARM recorded AUGUST 22, 2023 as INSTRUMENT NO. 2023026114 of Official Records.
	Lot line adjustment related documentation – not yet of record; TBD
	Amendment to neighbor's (Higashi) existing road easement - not yet of record; TBD

Exhibit H
Future Park Fencing, Creek Crossing and Median Infrastructure Map



Exhibit I
CDFW ITP Permit
(attached)



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Central Region
1234 East Shaw Avenue
Fresno, California 93710
(559) 243-4005
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



April 28, 2023

Rachel Saunders, Director of Conservation
Big Sur Land Trust
509 Hartnell Street
Monterey, California 93940

Subject: Incidental Take Permit for Carr Lake Restoration and Park Development Project (2081-2022-027-04)

Dear Rachel Saunders:

Enclosed you will find an electronic copy of the incidental take permit for the above referenced Project, which has been digitally signed by the California Department of Fish and Wildlife (CDFW). Please read the permit carefully, sign the acknowledgement, and return the original **no later than 30 days from CDFW signature**, and prior to initiation of ground-disturbing activities. You may return a hard copy of the permit via mail to:

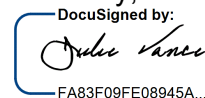
California Department of Fish and Wildlife
Habitat Conservation Planning Branch, CESA Permitting
Post Office Box 944209
Sacramento, California 94244-2090

Alternatively, you may return an electronic copy of the permit with digital signature to CESA@wildlife.ca.gov. Digital signatures shall comply with Government Code section 16.5. Digital signatures facilitated by CDFW will be automatically returned.

You are advised to keep the 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 CDFW staff when requested.

The permit will not take effect until the signed acknowledgement is received by CDFW. If you wish to discuss these instructions or have questions regarding the permit, please contact Stephanie Manzo, Environmental Scientist, at Stephanie.Manzo@wildlife.ca.gov.

Sincerely,

DocuSigned by:

FA83F09FE08945A...

Julie A. Vance, Regional Manager
Central Region
California Department of Fish and Wildlife

Enclosure

Conserving California's Wildlife Since 1870



**California Department of Fish and Wildlife
Central Region
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710**

California Endangered Species Act
Incidental Take Permit No. 2081-2022-027-04

CARR LAKE RESTORATION AND PARK DEVELOPMENT PROJECT

I. Authority:

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

Permittee:	Big Sur Land Trust
Principal Officer:	Rachel Saunders, Director of Conservation
Contact Person:	Rachel Saunders, 831-625-5523
Mailing Address:	509 Hartnell Street Monterey, California 93940

II. Effective Date and Expiration Date of this ITP:

This ITP shall become effective when signed by all parties and received by CDFW as described in the Notices section of this ITP. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **December 31, 2035**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 7.11 of this ITP.

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

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

III. Project Location:

The Carr Lake Restoration and Park Development Project (Project) is located in the northwestern portion of the historic Carr lakebed in the City of Salinas, Monterey County (Figure 1). The Project is located approximately 1.3 miles northeast of downtown Salinas at 36.689589, -121.640236. The Project site is located within the United States Geological Survey Salinas 7.5-minute quadrangle. Most of the Project site is bounded by agricultural parcels to the north, east, south, and west. A residential area is located adjacent to a portion of the northern Project boundary and Salinas Union High School is located adjacent to the southern Project boundary.

IV. Project Description:

The Project includes the development of 73.1 acres of agricultural land (former Carr Lake basin) into public open space. The Project includes a 6.4-acre Neighborhood Park, a 58.5-acre Restoration Area, and 2.8 acres of multi-use trails and bridges (Figure 2). Construction of the entire Project will occur in two phases. The first phase will comprise construction of the Neighborhood Park, and will occur over the span of 12 months, beginning in the summer of 2023 through the spring of 2024. The second phase will comprise construction of the Restoration Area, and will occur over the span of five months, beginning in the spring of 2024 through the fall of 2024. Upon completion of initial restoration activities within the Restoration Area, a 10-year, post-construction vegetation maintenance and monitoring period will follow.

The existing agricultural fields within the Project site will remain actively farmed until initiation of construction for each phase (Figure 3). Field 1 along with a 50-foot buffer in Field 2 will be taken out of production for construction of the Neighborhood Park (Phase 1). While Phase 1 is being constructed, farming will continue in the remaining fields until the construction of the Restoration Area (Phase 2). At that time, the remaining fields will be removed from production and graded.

Neighborhood Park (Phase 1)

The Neighborhood Park will be constructed on the higher elevation area in the northwestern portion of the Project site, just east of Sherwood Drive. The Neighborhood Park will include an amphitheater, skate park, dog park, multipurpose court, basketball court, play area, a community center/classroom, restrooms, a gazebo, picnic areas, turfgrass, ornamental landscape trees and plantings, walking pathways, and parking lots (Figure 2). Within the 6.4-acre Neighborhood Park, 4.9 acres of undeveloped land will be permanently removed through the construction of structures and impervious surfaces; the remaining 1.5 acres are currently developed. Equipment and materials will be staged within the 5.46-acre Phase 1 Staging Area depicted in Figure 4.

Project Activities

Project activities during Phase 1 will include: construction mobilization and staging; demolition of existing agricultural buildings, structures, and pavements; grading to include 15,000 cubic yards of cut and fill; trench digging for the installation of sanitary sewer, storm

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drain, water, electrical, and irrigation mainline; construction of concrete foundations, walls, and structures; construction of parking lots, curbs, and gutters; installation of bathrooms, trash enclosures, a gazebo, and picnic shelters; construction of permeable and impervious pathways and slabs; installation of irrigation system; installation of site furnishings and amenities; installation of 1,358 linear feet of concrete rail perimeter fencing; installation of plantings in landscape and bioswales.

Restoration Area (Phase 2)

The 58.5-acre Restoration Area will create 28.6 acres of upland grassland, 18.3 acres of freshwater emergent wetland, 4.9 acres of riparian tree groves, a 4.5-acre seasonal wetland/depression, 1.1 acres of freshwater forested/shrub wetland, and 1.1 acres of seasonal wetland grass depressions (Figure 2). Equipment and materials will be staged within the 5.38-acre Phase 2 Staging Area depicted in Figure 4.

Gabilan Creek

Gabilan Creek will be transformed into a dynamic, multi-thread stream that will flow across an inset floodplain. The channel gradient of the enhanced stream will match the existing gradient of Gabilan Creek throughout the Project site. The inset floodplain will create a corridor within which Gabilan Creek can inundate and migrate within over time. A portion of the channel threads will be discontinuous or dissipate into multiple distributary channels.

Hospital Creek

Hospital Creek will mimic a freshwater marsh ecosystem. Backwater channels will be created to increase the residence time of water and allow water to infiltrate into the soil. A treatment wetland water quality feature will be created at the upstream end of the restored Hospital Creek reach within the Project site. The treatment wetland will have two in-stream pools, separated by a vegetated high-marsh area. The treatment wetland will transition into the restored, sinuous portion of Hospital Creek. An approximately 40-foot-wide by 8-foot-long concrete apron outlet control structure will be installed at this transition, directly under a pedestrian bridge crossing, to prevent downcutting and maintain depths appropriate for water quality treatment. At the mouth of the channel, flow will disperse across a delta as it enters the seasonal wetland depression.

Seasonal Wetland Depression

The Project includes creation of a 4.5-acre seasonal wetland depression at the end of the Hospital Creek stream system that will receive water from the upstream freshwater marsh ecosystem. The feature is not designed to maintain a specific hydroperiod and there will not be a liner or outlet control structure to regulate the hydroperiod. The proposed seasonal wetland depression will provide 28.8 acre-feet of storage. When full, the seasonal wetland will drain to the Reclamation Ditch downstream of the confluence with Natividad Creek at the end of the Project reach.

Existing Agricultural Ditches

To provide drainage for runoff from the adjacent agricultural fields located outside of the Project site, the existing Hospital and Gabilan Creeks will remain in their current alignment to

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drain agricultural runoff. The ditches will be separated from the enhanced stream channels by soil fill plugs at the upstream end. Downstream of the soil fill plugs, water will be directed to the existing ditches as surface runoff and through existing tile drains from the adjacent fields. Water will then flow in the ditches towards the confluence of the Hospital and Gabilan ditches, and ultimately to the seasonal wetland.

Diversion and Dewatering

A total of approximately 4,040 linear feet of existing channel in Hospital Creek, Gabilan Creek, and Natividad Creek will be temporarily diverted and dewatered using cofferdams, pumps, and piping. Diversions will only be active during the final tie-in grading between the existing channels and the proposed channels. Therefore, most of the excavation work associated with the proposed Hospital and Gabilan Creeks and floodplains will occur with no active diversion. Excavation work to create the new channels in the proposed floodplain will not involve diverting or dewatering the existing channels until the final tie-in grading between the existing channels and the new channels is performed.

Trails, Access Road, and Bridges

Approximately 8,291 linear feet (99,493 sq ft) of trail will be constructed as part of the Restoration Area. Trail construction will require the use of approximately 1,400 cubic yards of aggregate. Trails will be 8 feet wide with a 2-foot-wide shoulder on each side for an overall width of 12 feet. The 8-foot-wide portion of the trail will be a compacted aggregate. The 2-foot-wide shoulders will be a compacted native dirt material. A box culvert and permanent vehicle crossing will be installed over Hospital Creek, upstream of the proposed treatment wetland. An access road will be constructed along the western Project boundary between the site entrance near La Posada Drive and the Hospital Creek vehicle crossing. Four bridges suitable for foot traffic and light vehicles will be installed over new channels within the Restoration Area, including a raised boardwalk and observation deck over the new seasonal wetland depression.

Project Activities

Project activities during Phase 2 will include: construction mobilization and staging; temporary diversion and dewatering of a total of approximately 4,040 linear feet of channel in Hospital Creek, Gabilan Creek, and Natividad Creek; grading to include 180,000 cubic yards of cut and 34,000 cubic yards of fill to create new seasonal wetlands, reroute Hospital and Gabilan Creeks into new meandering channels, create a treatment wetland at the upstream section of Hospital Creek, create a seasonal wetland depression, and create areas of undulating upland topography; handling and temporary stockpiling of excess soil generated by grading; installation of a box culvert and permanent vehicle crossing over Hospital Creek; installation of a 40-foot-wide concrete apron outlet control structure; installation of foundational piers and anchors at raised boardwalk and observation deck; installation of bridge abutments and foundation walls; preparation and compaction of subgrade for access road and walking paths; installation of irrigation mainline; installation of 6,075 linear feet of concrete split rail fencing; installation of an aggregate base and surface along access road; construction of walking paths with aggregate base and aggregate surface over new channels; installation of

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prefabricated bridge structures on top of constructed abutments and foundation walls over new channels; construction of a raised boardwalk and observation deck on top of constructed piers and anchors over the new seasonal wetland depression.

Vegetation, Maintenance, and Monitoring

Following the completion of Phase 2, the 58.5-acre Restoration Area will be vegetated with native plants comprising a mosaic of freshwater emergent wetland, forested/shrub wetland, upland grassland, and a mixture of riparian and upland trees. Vegetation activities will include hydroseeding with a native seed mix and live plantings of native plants, shrubs, and trees. The establishment, maintenance, and monitoring period will occur for 10 years following the completion of initial restoration activities in the Restoration Area (Phase 2).

Project Activities

Project activities during the vegetation, maintenance, and monitoring period will include: vegetation of approximately 58.5 acres, including hydroseeding during Year 1 and installation of live plants and trees throughout Years 2 and 3; installation, monitoring, and maintenance of raptor perches, raptor nesting boxes, and songbird nest boxes; invasive plant species removal, plant maintenance and replacement, mowing, browse protection, and irrigation (overhead spray); spot spraying with herbicide; periodic sediment removal from drainage channels, restored channels, and the seasonal wetland depression using heavy equipment.

Access, Staging, Equipment, and Grading

Construction access will be at the northwestern entrance to the Project site at La Posada Drive. Construction staging for heavy equipment and temporary stockpiling will be located as shown on Figure 4. Equipment will include excavators, loaders, bulldozers, vibratory compactors, scrapers, dump trucks, utility vehicles, pickup trucks, as well as water pumps and piping for diversion of creeks during construction. Grading within the Project site will generate approximately 143,000 cubic yards of material that will be removed from the site and re-purposed, recycled, or disposed of.

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

This ITP covers the following species:

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

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

VI. Impacts of the Taking on Covered Species:

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

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

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

associated with heavy equipment staging and operations; demolition of buildings, structures, and pavement; crop removal; grading, compaction, and paving; excavation; construction of concrete foundations, walls, and structures; installation of utilities and irrigation systems; landscaping; temporary diversion and dewatering of channels; rerouting channels; grading to create seasonal wetlands and channels; materials stockpiling, transport, and laydown; installation of a box culvert; construction of raised boardwalk and observation deck; installation of concrete split rail fencing; vegetation management, maintenance, and monitoring; sediment removal from the seasonal wetland depressions and channels; and other related activities described in the Project Description section of this ITP (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality ("kill") may occur as a result of Covered Activities such as construction vehicle/equipment strikes; crushing or suffocation by trampling, heavy equipment, and materials; and entrapment and desiccation within trenches, open pipelines, and uncovered excavations. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so, of the Covered Species from capture of individuals when individuals of the Covered Species are salvaged, collected, and relocated or translocated out of harm's way as required by this ITP. Take of the Covered Species is only authorized and expected to occur in the Project site and only as a result of Covered Activities. The areas where authorized take of the Covered Species is expected to occur include: the 73.1-acre Project site, (collectively, the Project Area).

The Project is expected to cause the permanent loss of 7.99 acres of dispersal habitat for the Covered Species, and temporary loss of 63.61 acres of dispersal habitat for the Covered Species (Figure 4). Approximately 1.5 acres of the Project Area are currently developed and will remain developed upon completion of the Project. Dispersal habitat within the Project Area is comprised of irrigated row crop agriculture. Covered Species may disperse across the Project Area, however site surveys indicate there are no refugia opportunities (e.g., burrows) given current agricultural land practices and surrounding developments. The Project Area is greater than 630 meters of known or potential Covered Species breeding habitat, thus incidental take would likely occur during dispersal. Impacts of the authorized taking include adverse impacts to the Covered Species related to temporal losses and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include: introduction or spread of invasive species; stress resulting from noise, vibrations, capture, and relocation; mortality due to project related vehicle and/or heavy equipment strikes; increased competition for food and space; and increased vulnerability to predation.

VII. Incidental Take Authorization of Covered Species:

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from

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activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species except for capture and relocation of Covered Species as authorized by this ITP.

VIII. Conditions of Approval:

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

- 1. Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
- 2. California Environmental Quality Act (CEQA) Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Carr Lake Restoration and Park Development Mitigated Negative Declaration Report (SCH No.: 2021050632) adopted by the City of Salinas on September 14, 2021 as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
- 3. Lake and Streambed Alteration (LSA) Agreement Compliance:** Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the LSA Agreement (Notification No. MON-25589-R4) for the Project executed by CDFW pursuant to Fish and Game Code section 1600 et seq.
- 4. Endangered Species Act Compliance:** Permittee shall implement and adhere to the terms and conditions related to the Covered Species in the Programmatic Biological Opinion for California Red-Legged Frog, California Tiger Salamander, and Santa Cruz Long-Toed Salamander on Issuance of Recovery Permits and Recovery Projects in Santa Cruz, Monterey, and San Benito Counties, California (2017-F-0584) for the Project pursuant to the Federal Endangered Species Act (ESA). For purposes of this ITP, where the terms and conditions for the Covered Species in the federal authorization are less protective of the Covered Species or otherwise conflict with this ITP, the conditions of approval set forth in this ITP shall control.
- 5. 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.

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6. General Provisions:

- 6.1. Designated Representative.** Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
- 6.2. Designated Biologist(s) and/or Designated Monitor(s).** Permittee shall submit to CDFW in writing the name, qualifications, business address, contact information, and references with contact information of Designated Biologist(s) and Designated Monitor(s) using the Biologist Resume Example (Attachment 2) or another format containing the same information. This information shall be submitted for CDFW review and approval at least 30 days before starting Covered Activities. The Designated Biologist(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of the Covered Species and to minimize disturbance of Covered Species habitat. The Designated Monitor(s) shall assist the Designated Biologist(s) in compliance monitoring under direction/supervision of the Designated Biologist(s). Designated Monitor responsibilities will be restricted to a specific set of Conditions of Approval, specified by the Permittee or Designated Representative at the time their qualifications are submitted for review. Permittee shall ensure that the Designated Biologist(s) and Designated Monitor(s) are knowledgeable and experienced in the Covered Species' biology, natural history, collecting and handling, as well as monitoring construction activities following the Conditions of Approval of an ITP for the Covered Species. Permittee shall obtain CDFW approval of the Designated Biologist(s) and Designated Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Designated Monitor(s) must be changed.
- 6.3. Designated Biologist/Designated Monitor Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist and/or Designated Monitor shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Area and otherwise facilitate the Designated Biologist and/or Designated Monitor in the performance of his/her duties. If the Designated Biologist and/or Designated Monitor is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW,

including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.

- 6.4. Education Program.** Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before they can perform any work within the Project Area. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.
- 6.5. Construction Monitoring Documentation.** The Designated Biologist(s) and Designated Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.
- 6.6. Trash Abatement.** Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 6.7. Dust Control.** Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 6.8. Erosion Control Materials.** Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament

netting (erosion control matting) or similar material, in potential Covered Species habitat.

- 6.9. Delineation of Property Boundaries.** Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.
- 6.10. Delineation of Habitat.** Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species habitat. Permittee shall maintain all signs, stakes, flags, rope, cord, and fencing until the completion of Covered Activities in that area, at which time they should be removed.
- 6.11. Project Access.** Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description, and shall not cross Covered Species habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 6.12. Staging Areas.** Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species habitat outside of the marked Project Area unless provided for as described in Condition of Approval 6.11 of this ITP.
- 6.13. Hazardous Waste.** Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 6.14. CDFW Access.** Permittee shall provide CDFW staff with reasonable access to the Project Area and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.

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

7. Monitoring, Notification and Reporting Provisions:

- 7.1. Notification Before Commencement.** The Designated Representative shall notify CDFW and provide documentation of compliance with all pre-Project Conditions of Approval at least 14 calendar days before starting Covered Activities within the Project Area.
- 7.2. Notification of Non-compliance.** The Designated Representative or the Designated Biologist shall immediately notify CDFW via email if the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative or Designated Biologist shall follow notification with a written report to CDFW within 24 hours describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.
- 7.3. Covered Species Mortality Reduction and Relocation Plan.** The Designated Biologist shall prepare a Covered Species Mortality Reduction and Relocation Plan and submit it to CDFW for review and approval a minimum of 30 days prior to the beginning of Covered Activities. The Covered Species Mortality Reduction and Relocation Plan shall include, but not be limited to, a discussion and map of the portion of the Project Area which represents potential upland habitat; identification of the area within 1.3 miles of known or potential breeding habitat for Covered Species; detailed survey, capture, handling, and relocation methods; identification of relocation areas; and identification of a wildlife rehabilitation center or veterinary facility capable of treating injured animals. Covered Activities may not proceed until the Covered Species Mortality Reduction and Relocation Plan is approved in writing by CDFW. Designated Monitors are prohibited from capturing and handling the Covered Species unless specifically approved in writing by CDFW and under the direct supervision of the Designated Biologist(s). Any proposed changes to the CDFW-approved Covered Species Mortality Reduction and Relocation Plan shall be submitted in writing to CDFW and approved by CDFW in writing prior to implementation of any proposed Covered Species Mortality Reduction and Relocation Plan modifications.
- 7.4. Restoration and Maintenance Plan.** Before starting Covered Activities within the Restoration Area (Phase 2), Permittee shall provide CDFW with the final detailed Restoration and Maintenance Plan to facilitate vegetation and maintenance of the

58.5-acre Restoration Area. At a minimum, the Plan shall include the following information:

- 7.4.1. Vegetation Restoration: (1) a map that identifies the location of the areas to be vegetated; (2) a California native plant palette and seed sources; (3) a planting plan, including seed application method; (4) an annual nonnative, invasive plant species removal plan; (5) monitoring and maintenance measures and a timeline when these will occur; (6) avoidance and minimization measures; and (7) success standards and contingency measures if the first application is unsuccessful.
- 7.4.2. Installation of Raptor Perches & Nesting Boxes: (1) avoidance and minimization measures; and (2) a map that identifies the locations of the raptor perches and raptor nesting boxes.
- 7.4.3. Sediment Removal: (1) a map that identifies the location of the areas where sediment removal will occur; (2) avoidance and minimization measures; (3) a maintenance timeline limiting sediment removal to the period from July 15 to October 15 of each year (Dry Season); and (4) a description of sediment removal methods and equipment needed within each location.
- 7.5. Geographic Information Systems Data Files. Before starting Covered Activities, the Permittee shall provide CDFW with separate Geographic Information Systems (GIS) data files for the temporary and permanent habitat impact areas authorized under this ITP for the Covered Species for the Project Area. If habitat for the Covered Species will be both temporarily and permanently impacted, the Permittee shall provide one set of GIS data files for each impact type. The Permittee shall provide any additional GIS data files for the Project or related Covered Species features within 30 days of CDFW's request. All GIS data files shall be provided in a format acceptable to CDFW.
- 7.6. Compliance Monitoring. The Designated Biologist shall be on site for the duration of the day when Covered Activities occur and conduct at least daily compliance inspections. The Designated Biologist shall conduct compliance inspections a minimum of weekly during periods of inactivity and after clearing, grubbing, and grading are completed. The Designated Biologist shall conduct compliance inspections to:
 - (1) minimize incidental take of the Covered Species;
 - (2) prevent unlawful take of species;
 - (3) check for compliance with all measures of this ITP;
 - (4) check all exclusion zones; and

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

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

- 7.7. Record of Covered Species Relocation.** The Designated Biologist shall maintain a record of Covered Species handled and all documented observations of Covered Species. This information shall include for each animal: (1) date, time, and location (Global Positioning System (GPS) coordinates and maps) and capture and/or observation as well as release, if applicable; (2) the name of the party that identified the Covered Species; (3) circumstances of the incident; (3) the general condition and health, noting all visible conditions including gait and behavior, ectoparasites, injuries, etc.; (4) any diagnostic markings, sex, age (juvenile or adult); (5) actions undertaken; (6) habitat description; and (7) ambient temperature when handled and released or observed. The Designated Biologist shall also submit this information to the California Natural Diversity Database as per Condition of Approval 7.10 below. The Designated Biologist shall prepare a Relocation Summary and include it in the Quarterly Compliance and Annual Status Reports described in Conditions of Approval 7.8 and 7.9, respectively, below.
- 7.8. Quarterly Compliance Report.** The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Conditions of Approval 7.6 and 7.7 into a Quarterly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Quarterly Compliance Reports shall also include an accounting of the number of acres that have been permanently and temporarily disturbed by the Project within the Project Area, both for the prior quarter, and the total since ITP issuance, if applicable; the number of acres of habitat disturbance anticipated to occur in the Project Area during the coming quarter, if applicable; a summary of all pre-activity surveys and compliance monitoring conducted during the previous quarter; and the activities authorized under the Covered Activities which occurred during the previous quarter. Quarterly Compliance Reports shall be due by January 15, April 15, July 15, and October 15 via email to CDFW's Regional Representative, Regional CESA Program, and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Stephanie Manzo (Stephanie.Manzo@wildlife.ca.gov), Regional CESA Program email is R4CESA@wildlife.ca.gov, and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW

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determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.

- 7.9. Annual Status Report.** Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year identified in Condition of Approval 7.8; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing, and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; and (6) information about other Project impacts on the Covered Species. ASRs shall be submitted to CDFW following the directions provided in Condition of Approval 7.8 above.
- 7.10. California Natural Diversity Database Observations.** The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDB) within 30 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Quarterly Compliance Report or ASR, whichever is submitted first relative to the observation.
- 7.11. Final Mitigation Report.** No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report following the directions provided in Condition of Approval 7.8 above. The Designated Representative or Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Quarterly 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.
- 7.12. Notification of Take or Injury.** Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial

notification to CDFW by calling the Regional Office at (559) 243-4005 and by email to the CDFW Regional Representative. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, an explanation as to cause of take or injury, photograph(s), if possible, and any other pertinent information.

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

- 8.1. Pre-Activity Clearance Survey and Reporting.** No more than 14 calendar days prior to initiating Covered Activities within the Project Area, the Designated Biologist shall survey the construction and staging areas within the Project Area prior to construction of Phase 1, and prior to construction of Phase 2. These surveys shall provide 100 percent visual coverage (including burrow and crevice openings) at the Project Area, as well as a 50-foot buffer zone around the active portion of the Project Area during Phase 1 and Phase 2, respectively. If individuals of the Covered Species are found, the Designated Biologist(s) shall relocate them in accordance with the CDFW-approved Covered Species Mortality Reduction and Relocation Plan (Condition of Approval 7.3). Permittee shall provide the survey results to CDFW in a written report prior to the beginning of Covered Activities.
- 8.2. Fieldwork Code of Practice.** To ensure the Designated Biologist(s) or Designated Monitors(s) do not convey disease between the Project Area and areas outside the Project Area, the Fieldwork Code of Practice developed by the Declining Amphibian Populations Task Force (see Attachment 3) shall be followed at all times. The Designated Biologist(s) or Designated Monitor(s) may substitute a bleach solution (0.5 to 1.0 cup of bleach to 1.0 gallon of water) for the ethanol solution. Care shall be taken so that all traces of the disinfectant are removed before entering the next aquatic habitat.
- 8.3. Rain Forecast.** The Designated Biologist and Permittee shall monitor the National Weather Service 72-hour forecast for the Project Area. During rainfall events and/or when a 50 percent or greater chance of rainfall is predicted within 72 hours, the Permittee shall cease all Covered Activities in the Project Area where initial ground disturbance (vegetation removal, grading, grubbing, and excavation) has yet to occur until the rainfall ceases and a zero percent chance of rain is forecast.
- 8.4. Soil and Materials Stockpiles.** Permittee shall ensure that soil stockpiles are placed where soil will not pass into potential Covered Species breeding habitat, or into any other "Waters of the State," in accordance with Fish and Game Code section 5650.

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The Permittee shall appropriately protect stockpiles to prevent soil erosion. The Permittee shall stockpile and stage all materials and equipment in a manner that discourages Covered Species use. In all locations, Permittee shall not place bundled or loose materials directly on the ground. These materials shall be elevated to discourage use by Covered Species.

- 8.5. Open Excavations.** Designated Biologist(s) shall inspect all open holes, sumps, and trenches within the Project Area at the beginning and end of each workday (including once daily on non-workdays) for trapped Covered Species. To prevent inadvertent entrapment of Covered Species, all open trenches, holes, sumps, and other excavations with sidewalls steeper than a 1:1 (45 degree) slope shall have an escape ramp of earth or a non-slip material with a less than 1:1 (45 degree) slope, and the worker(s) shall oversee the covering of all excavated, trenches, holes, sumps, or other excavations with a greater than 1:1 (45 degree) slope of any depth with barrier material (such as hardware cloth) at the close of each working day such that animals are unable to dig or squeeze under the barrier and become entrapped. The outer two feet of excavation cover shall conform to solid ground so that gaps do not occur between the cover and the ground, and the excavation cover shall be secured with soil staples or by similar means to prevent gaps. Worker(s) shall thoroughly inspect all trenches, holes, sumps, or other excavations for Covered Species (or other wildlife) before they are back-filled. If any worker discovers that Covered Species have become trapped, Permittee shall cease all Covered Activities in the vicinity and notify the Designated Biologist(s) immediately. Project workers and the Designated Biologist(s) shall allow Covered Species to escape unimpeded, if possible, before Covered Activities are allowed to continue, or the Designated Biologist(s) may capture and relocate the Covered Species as per the Covered Species Mortality Reduction and Relocation Plan required in Condition of Approval 7.3 above.
- 8.6. Vehicle and Equipment Inspection.** Within the Project Area, workers shall inspect under vehicles and equipment for Covered Species before the vehicles and equipment are moved. If a Covered Species is present, the worker shall notify the Designated Biologist(s) and wait for the Covered Species to move unimpeded to a safe location. Alternatively, the Designated Biologist(s) may move the Covered Species out of harm's way outside of the Project Area in compliance with the approved Covered Species Mortality Reduction and Relocation Plan required in Condition of Approval 7.3.
- 8.7. Pipes and other Structures Entrapment Prevention.** Permittee shall ensure that all pipes, hoses, conduit, culverts, or similar materials stockpiled or installed in the Project Area are capped or otherwise enclosed at the ends to prevent entry by Covered Species. Workers shall thoroughly inspect all construction pipe, culverts, or other similar structures with a diameter of one inch or greater that are stored for one or more overnight periods for the Covered Species before the object is

subsequently moved, buried, or capped. If an individual of the Covered Species is discovered inside a pipe, culvert, or similar structure during inspection, the worker shall notify the Designated Biologist(s) and wait for the Covered Species to move unimpeded to a safe location. Alternatively, the Designated Biologist(s) may move Covered Species out of harm's way outside of the Project Area in compliance with the approved Covered Species Mortality Reduction and Relocation Plan required in Condition of Approval 7.3.

- 8.8. Covered Species Observations.** During all Covered Activities within the Project Area, all workers shall inform the Designated Biologist(s) if a Covered Species is observed within or near the Project Area. All work in the vicinity of the observed Covered Species, which could injure or kill the animal, shall cease immediately until it moves from the Project Area of its own accord or the Designated Biologist(s) relocates the Covered Species following the CDFW-approved Covered Species Mortality Reduction and Relocation Plan specified in Condition of Approval 7.3 above.
- 8.9. Covered Species Injury.** If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW-approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition of Approval 7.12. Notification shall include the name of the facility where the animal was taken.
- 8.10. Herbicide Use.** Permittee shall ensure that all herbicide use (mixing, application, and clean-up) is done by a licensed or certified applicator in accordance with all applicable state, federal, and local regulations. Permittee shall only apply herbicide sprays via ground application when wind speed measures less than 3 miles per hour. Permittee shall ensure that great care is taken to avoid herbicide use outside the boundaries of the Project Area. Permittee shall ensure that any herbicide used where there is the possibility that the herbicide could come into direct contact with water is approved for use in an aquatic environment.

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

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To meet this requirement, the Permittee shall purchase 0.5 acres of upland habitat Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 9.1 below. Purchase of Covered Species credits must be complete before starting Covered Activities.

- 9.1. Covered Species Credits.** Permittee shall purchase 0.5 acres of upland habitat Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities. Prior to purchase of Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittee shall submit to CDFW a copy of the Bill of Sale(s) and Payment Receipt prior to initiating Covered Activities.

IX. Amendment:

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

X. Stop-Work Order:

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

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

XI. Compliance with Other Laws:

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

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XII. Notices:

The Permittee shall sign and return this ITP to CDFW. A manual or digital signature is acceptable, provided a digital signature complies with Government Code section 16.5. Digital signatures facilitated by CDFW will be automatically returned. Manual (wet) signatures on duplicate original paper copies shall be returned by the Permittee via registered first-class mail or overnight delivery to the following address:

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

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2022-027-04) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Julie A. Vance, Regional Manager
California Department of Fish and Wildlife
1234 East Shaw Avenue
Fresno, California 93710
Telephone (559) 243-4005
R4CESA@wildlife.ca.gov

and a copy to:

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

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

Stephanie Manzo
California Department of Fish and Wildlife
1234 East Shaw Avenue
Fresno, California 93710
(559) 578-0409
Stephanie.Manzo@wildlife.ca.gov

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XIII. Compliance with the CEQA:

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, City of Salinas. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Carr Lake Restoration and Park Development Mitigated Negative Declaration Report and Initial Study, (SCH No.: 2021050632) dated May 28, 2021 that the City of Salinas adopted for Carr Lake Restoration and Park Development on September 14, 2021. At the time the lead agency adopted the Mitigated Negative Declaration and approved the Project, it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

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

XIV. Findings Pursuant to CESA:

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

CDFW finds based on substantial evidence in the ITP application and the Carr Lake Restoration and Park Development Mitigated Negative Declaration and Initial Study, the results of consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection through the purchase of Covered Species credits from a CDFW approved mitigation or conservation bank; (2) establishment of avoidance zones; (3) worker education; and (4) Quarterly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities

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will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the purchase of 0.5 acres of upland habitat Covered Species credits from a CDFW-approved mitigation or conservation bank in advance of initiating Covered Activities, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;

- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee's objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

XV. Attachments:

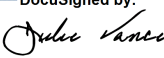
FIGURE 1	Project Location Map
FIGURE 2	Concept Sketch
FIGURE 3	Farming During Phase 1
FIGURE 4	Impact Areas and Staging Areas
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Resume Form
ATTACHMENT 3	Fieldwork Code of Practice

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ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

ON 5/1/2023

DocuSigned by:

FA83F09FE08945A...

Julie A. Vance, Regional Manager
CENTRAL REGION

ACKNOWLEDGMENT

The undersigned: (1) warrants that they are 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.

By:  Date: 5/9/2023
0EE4C2524FFA41E...

Printed Name: Rachel Saunders Title: Director of Conservation

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US 101 South, take exit 330 from US 101 South to West Laurel Dr
Turn right on North Main St.
Turn left on East Bernal Dr.
At intersection of East Bernal Dr. and Sherwood Drive, continue through
the traffic light onto La Posada Way. Site is east of La Posada Way.

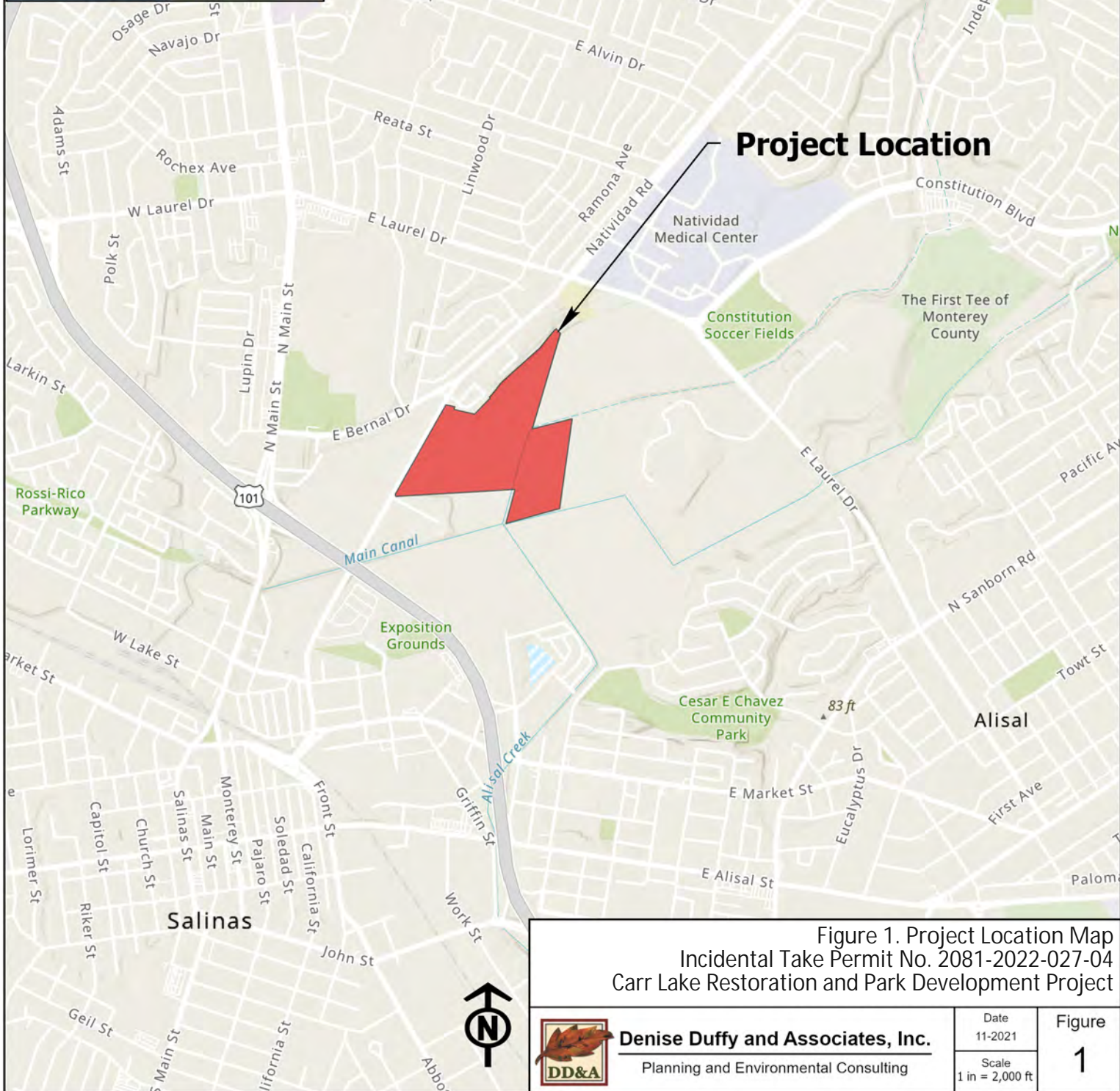


Figure 1. Project Location Map
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Carr Lake Restoration and Park Development Project



Denise Duffy and Associates, Inc.

Planning and Environmental Consulting

Date
11-2021

Scale
1 in = 2,000 ft

Figure

1



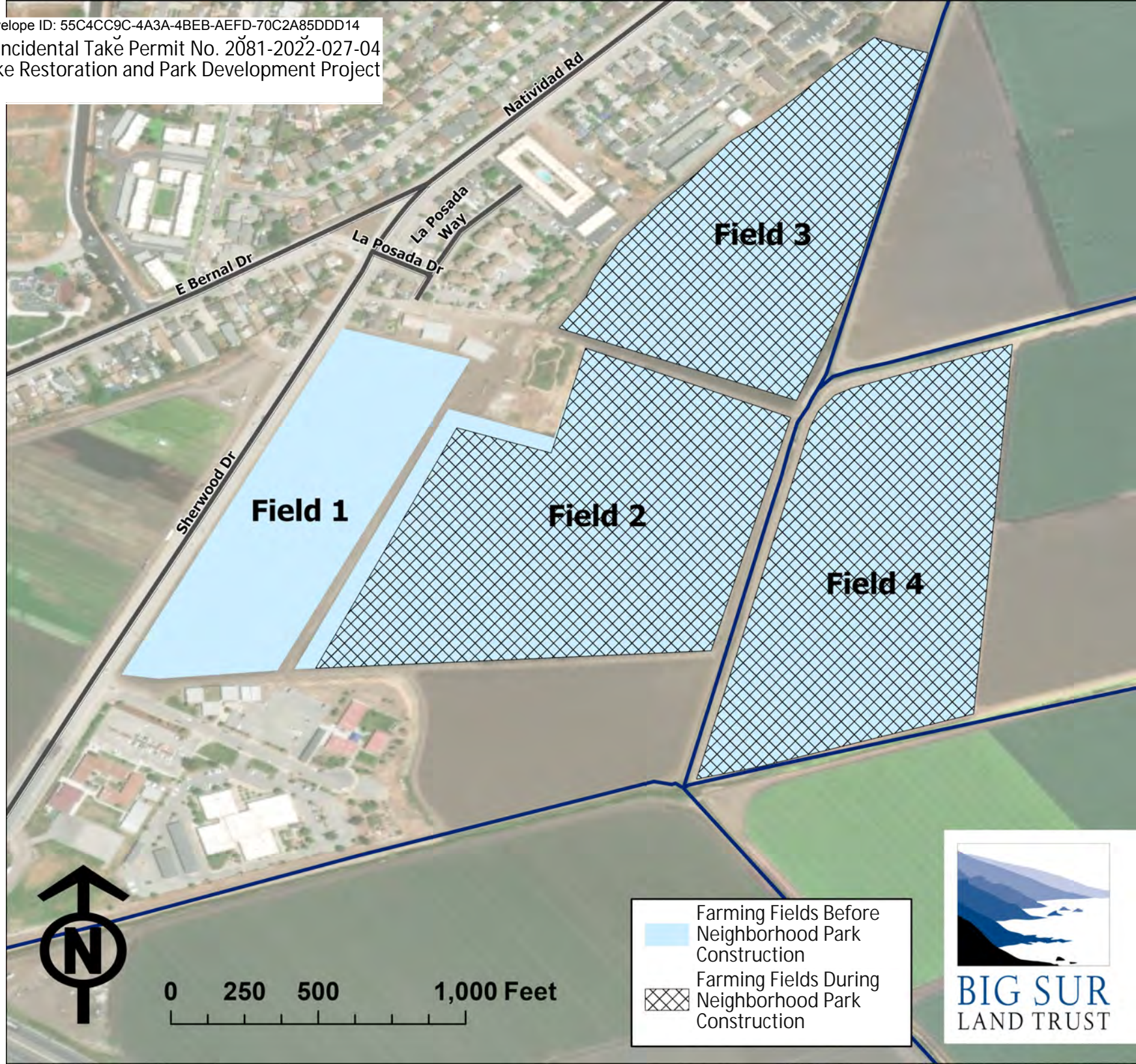
Figure 2. Concept Sketch
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Carr Lake Restoration and Park Development Project



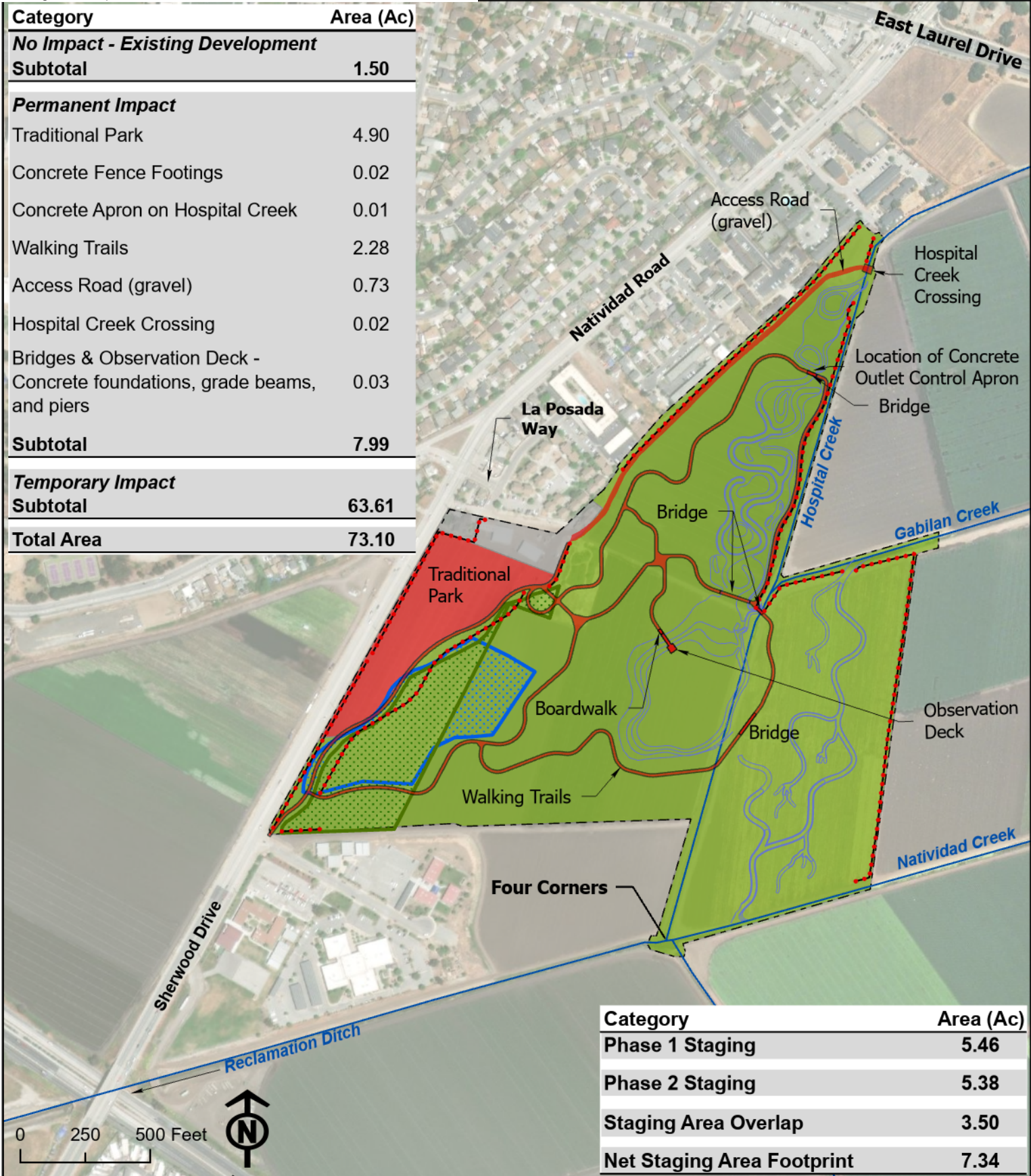
Denise Duffy and Associates, Inc.
Planning and Environmental Consulting

Date
11-2021
Scale

Figure
2



Category	Area (Ac)
No Impact - Existing Development	
Subtotal	1.50
Permanent Impact	
Traditional Park	4.90
Concrete Fence Footings	0.02
Concrete Apron on Hospital Creek	0.01
Walking Trails	2.28
Access Road (gravel)	0.73
Hospital Creek Crossing	0.02
Bridges & Observation Deck - Concrete foundations, grade beams, and piers	0.03
Subtotal	7.99
Temporary Impact	
Subtotal	63.61
Total Area	73.10



[---] Limits of Work	[---] Concrete Rail Fencing
Impact Areas	[---] Phase 1 Staging
[] No Impact	[] Phase 2 Staging
[] Permanent Impact	
[] Temporary Impact	

Figure 4. Impact Areas and Staging Areas
Incidental Take Permit No. 2081-2022-027-04
Carr Lake Restoration and Park Development Project



Denise Duffy and Associates, Inc.
Planning and Environmental Consulting

Date
12-2022
Scale
1 in = 500 ft

Attachment 1

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

INCIDENTAL TAKE PERMIT NO. 2081-2022-027-04

PERMITTEE: Big Sur Land Trust

PROJECT: Carr Lake Restoration and Park Development

PURPOSE OF THE MMRP

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

OBLIGATIONS OF PERMITTEE

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

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

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

TABLE OF MITIGATION MEASURES

The following items are identified for each mitigation measure: Mitigation Measure, Source, Implementation Schedule, Responsible Party, and Status/Date/Initials. The Mitigation Measure column summarizes the mitigation requirements of the ITP. The Source column identifies the ITP condition that sets forth the mitigation measure. The Implementation Schedule column shows the date or phase when each mitigation measure will be implemented. The Responsible Party column identifies the person or agency that is primarily responsible for implementing the mitigation measure. The Status/Date/Initials column shall be completed by the Permittee during preparation of each Status Report and the Final Mitigation Report, and must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining the status.

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
BEFORE DISTURBING SOIL OR VEGETATION					
1	<u>Designated Representative.</u> Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with the ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.	ITP Condition # 6.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	<u>Designated Biologist(s) and/or Designated Monitor(s).</u> Permittee shall submit to CDFW in writing the name, qualifications, business address, contact information, and references with contact information of Designated Biologist(s) and Designated Monitor(s) using the Biologist Resume Example (Attachment 2) or another format containing the same information. This information shall be submitted for CDFW review and approval at least 30 days before starting Covered Activities. The Designated Biologist(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of the Covered Species and to minimize disturbance of Covered Species habitat. The Designated Monitor(s) shall assist the Designated Biologist(s) in compliance monitoring under direction/supervision of the Designated Biologist(s). Designated Monitor responsibilities will be restricted to a specific set of Conditions of Approval, specified by the Permittee or Designated Representative at the time their qualifications are submitted for review. Permittee shall ensure that the Designated Biologist(s) and Designated Monitor(s) are knowledgeable and experienced in the Covered Species' biology, natural history, collecting and handling, as well as monitoring construction activities following the Conditions of Approval of an ITP for the Covered Species. Permittee shall obtain CDFW approval of the Designated Biologist(s) and Designated Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Designated Monitor(s) must be changed.	ITP Condition # 6.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
3	<u>Education Program.</u> Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before they can perform any work within the Project Area. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in the ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.	ITP Condition # 6.4	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
4	<u>Trash Abatement.</u> Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition # 6.6	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
5	<u>Dust Control.</u> Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.	ITP Condition # 6.7	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
6	<u>Delineation of Property Boundaries.</u> Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.	ITP Condition # 6.9	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
7	<u>Delineation of Habitat.</u> Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species habitat. Permittee shall maintain all signs, stakes, flags, rope, cord, and fencing until the completion of Covered Activities in that area, at which time they should be removed.	ITP Condition # 6.10	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
8	<u>Notification Before Commencement.</u> The Designated Representative shall notify CDFW and provide documentation of compliance with all pre-Project Conditions of Approval at least 14 calendar days before starting Covered Activities within the Project Area.	ITP Condition # 7.1	Before commencing ground- or vegetation-disturbing activities	Permittee	
9	<u>Covered Species Mortality Reduction and Relocation Plan.</u> The Designated Biologist shall prepare a Covered Species Mortality Reduction and Relocation Plan and submit it to CDFW for review and approval a minimum of 30 days prior to the beginning of Covered Activities. The Covered Species Mortality Reduction and Relocation Plan shall include, but not be limited to, a discussion and map of the portion of the Project Area which represents potential upland habitat; identification of the area within 1.3 miles of known or potential breeding habitat for Covered Species; detailed survey, capture, handling, and relocation methods; identification of relocation areas; and identification of a wildlife rehabilitation center or veterinary facility capable of treating injured animals. Covered Activities may not proceed until the Covered Species Mortality Reduction and Relocation Plan is approved in writing by CDFW. Designated Monitors are prohibited from capturing and handling the Covered Species unless specifically approved in writing by CDFW and under the direct supervision of the Designated Biologist(s). Any proposed changes to the CDFW-approved Covered Species Mortality Reduction and Relocation Plan shall be submitted in writing to CDFW and approved by CDFW in writing prior to implementation of any proposed Covered Species Mortality Reduction and Relocation Plan modifications.	ITP Condition # 7.3	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
10	<p><u>Restoration and Maintenance Plan.</u> Before starting Covered Activities within the Restoration Area (Phase 2), Permittee shall provide CDFW with the final detailed Restoration and Maintenance Plan to facilitate vegetation and maintenance of the 58.5-acre Restoration Area. At a minimum, the Plan shall include the following information:</p> <p>7.4.1. Vegetation Restoration: (1) a map that identifies the location of the areas to be vegetated; (2) a California native plant palette and seed sources; (3) a planting plan, including seed application method; (4) an annual nonnative, invasive plant species removal plan; (5) monitoring and maintenance measures and a timeline when these will occur; (6) avoidance and minimization measures; and (7) success standards and contingency measures if the first application is unsuccessful.</p> <p>7.4.2. Installation of Raptor Perches & Nesting Boxes: (1) avoidance and minimization measures; and (2) a map that identifies the locations of the raptor perches and raptor nesting boxes.</p> <p>7.4.3. Sediment Removal: (1) a map that identifies the location of the areas where sediment removal will occur; (2) avoidance and minimization measures; (3) a maintenance timeline limiting sediment removal to the period from July 15 to October 15 of each year (Dry Season); and (4) a description of sediment removal methods and equipment needed within each location.</p>	ITP Condition # 7.4	Before commencing ground- or vegetation-disturbing activities within the Restoration Area (Phase 2)	Permittee	
11	<p><u>Geographic Information Systems Data Files.</u> Before starting Covered Activities, the Permittee shall provide CDFW with separate Geographic Information Systems (GIS) data files for the temporary and permanent habitat impact areas authorized under the ITP for the Covered Species for the Project Area. If habitat for the Covered Species will be both temporarily and permanently impacted, the Permittee shall provide one set of GIS data files for each impact type. The Permittee shall provide any additional GIS data files for the Project or related Covered Species features within 30 days of CDFW's request. All GIS data files shall be provided in a format acceptable to CDFW.</p>	ITP Condition # 7.5	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
12	<p><u>Record of Covered Species Relocation.</u> The Designated Biologist shall maintain a record of Covered Species handled and all documented observations of Covered Species. This information shall include for each animal: (1) date, time, and location (Global Positioning System (GPS) coordinates and maps) and capture and/or observation as well as release, if applicable; (2) the name of the party that identified the Covered Species; (3) circumstances of the incident; (3) the general condition and health, noting all visible conditions including gait and behavior, ectoparasites, injuries, etc.; (4) any diagnostic markings, sex, age (juvenile or adult); (5) actions undertaken; (6) habitat description; and (7) ambient temperature when handled and released or observed. The Designated Biologist shall also submit this information to the California Natural Diversity Database as per Condition of Approval 7.10 below. The Designated Biologist shall prepare a Relocation Summary and include it in the Quarterly Compliance and Annual Status Reports described in Conditions of Approval 7.8 and 7.9, respectively, below.</p>	ITP Condition # 7.7	Before commencing ground- or vegetation-disturbing activities / Entire Project	Designated Biologist	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
13	<u>Pre-Activity Clearance Survey and Reporting.</u> No more than 14 calendar days prior to initiating Covered Activities within the Project Area, the Designated Biologist shall survey the construction and staging areas within the Project Area prior to construction of Phase 1, and prior to construction of Phase 2. These surveys shall provide 100 percent visual coverage (including burrow and crevice openings) at the Project Area, as well as a 50-foot buffer zone around the active portion of the Project Area during Phase 1 and Phase 2, respectively. If individuals of the Covered Species are found, the Designated Biologists(s) shall relocate them in accordance with the CDFW-approved Covered Species Mortality Reduction and Relocation Plan (Condition of Approval 7.3). Permittee shall provide the survey results to CDFW in a written report prior to the beginning of Covered Activities.	ITP Condition # 8.1	Before commencing ground- or vegetation-disturbing activities / Entire Project	Designated Biologist	
14	<u>Covered Species Credits.</u> Permittee shall purchase 0.5 acres of upland habitat Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities. Prior to purchase of Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittee shall submit to CDFW a copy of the Bill of Sale(s) and Payment Receipt prior to initiating Covered Activities.	ITP Condition #9.1	Before commencing ground- or vegetation-disturbing activities	Permittee	
DURING CONSTRUCTION					
15	<u>Designated Biologist/Designated Monitor Authority.</u> To ensure compliance with the Conditions of Approval of the ITP, the Designated Biologist and/or Designated Monitor shall immediately stop any activity that does not comply with the ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Area and otherwise facilitate the Designated Biologist and/or Designated Monitor in the performance of his/her duties. If the Designated Biologist and/or Designated Monitor is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of the ITP.	ITP Condition # 6.3	Entire Project	Designated Biologist / Permittee	
16	<u>Construction Monitoring Documentation.</u> The Designated Biologist(s) and Designated Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of the ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.	ITP Condition # 6.5	Entire Project	Designated Biologist / Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
17	<p><u>Compliance Monitoring.</u> The Designated Biologist shall be on site for the duration of the day when Covered Activities occur and conduct at least daily compliance inspections. The Designated Biologist shall conduct compliance inspections a minimum of weekly during periods of inactivity and after clearing, grubbing, and grading are completed. The Designated Biologist shall conduct compliance inspections to:</p> <p>(1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of the ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area.</p> <p>The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by the ITP.</p>	ITP Condition # 7.6	Entire Project	Designated Biologist	
18	<p><u>Notification of Non-compliance.</u> The Designated Representative or the Designated Biologist shall immediately notify CDFW via email if the Permittee is not in compliance with any Condition of Approval of the ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in the ITP and/or this MMRP. The Designated Representative or Designated Biologist shall follow notification with a written report to CDFW within 24 hours describing, in detail, any non-compliance with the ITP and suggested measures to remedy the situation.</p>	ITP Condition # 7.2	Entire Project	Designated Biologist / Permittee	
19	<p><u>Quarterly Compliance Report.</u> The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Conditions of Approval 7.6 and 7.7 into a Quarterly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Quarterly Compliance Reports shall also include an accounting of the number of acres that have been permanently and temporarily disturbed by the Project within the Project Area, both for the prior quarter, and the total since ITP issuance, if applicable; the number of acres of habitat disturbance anticipated to occur in the Project Area during the coming quarter, if applicable; a summary of all pre-activity surveys and compliance monitoring conducted during the previous quarter; and the activities authorized under the Covered Activities which occurred during the previous quarter. Quarterly Compliance Reports shall be due by January 15, April 15, July 15, and October 15 via email to CDFW's Regional Representative, Regional CESA Program, and Headquarters CESA Program. At the time of the ITP's approval, the CDFW Regional Representative is Stephanie Manzo (Stephanie.Manzo@wildlife.ca.gov), Regional CESA Program email is R4CESA@wildlife.ca.gov, and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.</p>	ITP Condition # 7.8	Entire Project	Designated Biologist / Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
20	<u>Annual Status Report.</u> Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of the ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year identified in Condition of Approval 7.8; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in 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; (5) all available information about Project-related incidental take of the Covered Species; and (6) information about other Project impacts on the Covered Species. ASRs shall be submitted to CDFW following the directions provided in Condition of Approval 7.8 above.	ITP Condition # 7.9	Entire Project	Permittee	
21	<u>California Natural Diversity Database Observations.</u> The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 30 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Quarterly Compliance Report or ASR, whichever is submitted first relative to the observation.	ITP Condition # 7.10	Entire Project	Designated Biologist / Permittee	
22	<u>Notification of Take or Injury.</u> Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (559) 243-4005 and by email to the CDFW Regional Representative. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, an explanation as to cause of take or injury, photograph(s), if possible, and any other pertinent information.	ITP Condition # 7.12	Entire Project	Designated Biologist / Permittee	
23	<u>Erosion Control Materials.</u> Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species habitat.	ITP Condition # 6.8	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
24	<u>Project Access.</u> Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description, and shall not cross Covered Species habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to the ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.	ITP Condition # 6.11	Entire Project	Permittee	
25	<u>Staging Areas.</u> Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species habitat outside of the marked Project Area unless provided for as described in Condition of Approval 6.11 of the ITP.	ITP Condition # 6.12	Entire Project	Permittee	
26	<u>Hazardous Waste.</u> Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 6.13	Entire Project	Permittee	
27	<u>Fieldwork Code of Practice.</u> To ensure the Designated Biologist(s) or Designated Monitors(s) do not convey disease between the Project Area and areas outside the Project Area, the Fieldwork Code of Practice developed by the Declining Amphibian Populations Task Force (see Attachment 3) shall be followed at all times. The Designated Biologist(s) or Designated Monitor(s) may substitute a bleach solution (0.5 to 1.0 cup of bleach to 1.0 gallon of water) for the ethanol solution. Care shall be taken so that all traces of the disinfectant are removed before entering the next aquatic habitat.	ITP Condition # 8.2	Entire Project	Designated Biologist / Permittee	
28	<u>Rain Forecast.</u> The Designated Biologist and Permittee shall monitor the National Weather Service 72-hour forecast for the Project Area. During rainfall events and/or when a 50 percent or greater chance of rainfall is predicted within 72 hours, the Permittee shall cease all Covered Activities in the Project Area where initial ground disturbance (vegetation removal, grading, grubbing, and excavation) has yet to occur until the rainfall ceases and a zero percent chance of rain is forecast.	ITP Condition # 8.3	Entire Project	Designated Biologist / Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
29	<u>Soil and Materials Stockpiles.</u> Permittee shall ensure that soil stockpiles are placed where soil will not pass into potential Covered Species breeding habitat, or into any other "Waters of the State," in accordance with Fish and Game Code section 5650. The Permittee shall appropriately protect stockpiles to prevent soil erosion. The Permittee shall stockpile and stage all materials and equipment in a manner that discourages Covered Species use. In all locations, Permittee shall not place bundled or loose materials directly on the ground. These materials shall be elevated to discourage use by Covered Species.	ITP Condition # 8.4	Entire Project	Permittee	
30	<u>Open Excavations.</u> Designated Biologist(s) shall inspect all open holes, sumps, and trenches within the Project Area at the beginning and end of each workday (including once daily on non-workdays) for trapped Covered Species. To prevent inadvertent entrapment of Covered Species, all open trenches, holes, sumps, and other excavations with sidewalls steeper than a 1:1 (45 degree) slope shall have an escape ramp of earth or a non-slip material with a less than 1:1 (45 degree) slope, and the worker(s) shall oversee the covering of all excavated, trenches, holes, sumps, or other excavations with a greater than 1:1 (45 degree) slope of any depth with barrier material (such as hardware cloth) at the close of each working day such that animals are unable to dig or squeeze under the barrier and become entrapped. The outer two feet of excavation cover shall conform to solid ground so that gaps do not occur between the cover and the ground, and the excavation cover shall be secured with soil staples or by similar means to prevent gaps. Worker(s) shall thoroughly inspect all trenches, holes, sumps, or other excavations for Covered Species (or other wildlife) before they are back-filled. If any worker discovers that Covered Species have become trapped, Permittee shall cease all Covered Activities in the vicinity and notify the Designated Biologist(s) immediately. Project workers and the Designated Biologist(s) shall allow Covered Species to escape unimpeded, if possible, before Covered Activities are allowed to continue, or the Designated Biologist(s) may capture and relocate the Covered Species as per the Covered Species Mortality Reduction and Relocation Plan required in Condition of Approval 7.3 above.	ITP Condition # 8.5	Entire Project	Designated Biologist / Permittee	
31	<u>Vehicle and Equipment Inspection.</u> Within the Project Area, workers shall inspect under vehicles and equipment for Covered Species before the vehicles and equipment are moved. If a Covered Species is present, the worker shall notify the Designated Biologist(s) and wait for the Covered Species to move unimpeded to a safe location. Alternatively, the Designated Biologist(s) may move the Covered Species out of harm's way outside of the Project Area in compliance with the approved Covered Species Mortality Reduction and Relocation Plan required in Condition of Approval 7.3.	ITP Condition # 8.6	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
32	<u>Pipes and other Structures Entrapment Prevention.</u> Permittee shall ensure that all pipes, hoses, conduit, culverts, or similar materials stockpiled or installed in the Project Area are capped or otherwise enclosed at the ends to prevent entry by Covered Species. Workers shall thoroughly inspect all construction pipe, culverts, or other similar structures with a diameter of one inch or greater that are stored for one or more overnight periods for the Covered Species before the object is subsequently moved, buried, or capped. If an individual of the Covered Species is discovered inside a pipe, culvert, or similar structure during inspection, the worker shall notify the Designated Biologist(s) and wait for the Covered Species to move unimpeded to a safe location. Alternatively, the Designated Biologist(s) may move Covered Species out of harm's way outside of the Project Area in compliance with the approved Covered Species Mortality Reduction and Relocation Plan required in Condition of Approval 7.3.	ITP Condition # 8.7	Entire Project	Permittee	
33	<u>Covered Species Observations.</u> During all Covered Activities within the Project Area, all workers shall inform the Designated Biologist(s) if a Covered Species is observed within or near the Project Area. All work in the vicinity of the observed Covered Species, which could injure or kill the animal, shall cease immediately until it moves from the Project Area of its own accord or the Designated Biologist(s) relocates the Covered Species following the CDFW-approved Covered Species Mortality Reduction and Relocation Plan specified in Condition of Approval 7.3 above.	ITP Condition # 8.8	Entire Project	Permittee	
34	<u>Covered Species Injury.</u> If a Covered Species is injured as a result of Project related activities, the Designated Biologist shall immediately take it to a CDFW-approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition of Approval 7.12. Notification shall include the name of the facility where the animal was taken.	ITP Condition # 8.9	Entire Project	Permittee	
35	<u>Herbicide Use.</u> Permittee shall ensure that all herbicide use (mixing, application, and clean-up) is done by a licensed or certified applicator in accordance with all applicable state, federal, and local regulations. Permittee shall only apply herbicide sprays via ground application when wind speed measures less than 3 miles per hour. Permittee shall ensure that great care is taken to avoid herbicide use outside the boundaries of the Project Area. Permittee shall ensure that any herbicide used where there is the possibility that the herbicide could come into direct contact with water is approved for use in an aquatic environment.	ITP Condition # 8.10	Entire Project	Permittee	
36	<u>CDFW Access.</u> Permittee shall provide CDFW staff with reasonable access to the Project Area and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in the ITP.	ITP Condition # 6.14	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
POST-CONSTRUCTION					
37	<u>Refuse Removal</u> . Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, exclusionary fencing, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.	ITP Condition # 6.15	Post-construction	Permittee	
38	<u>Final Mitigation Report</u> . No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report following the directions provided in Condition of Approval 7.8 above. The Designated Representative or Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Quarterly 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.	ITP Condition # 7.11	Post-construction and after completion of mitigation	Permittee	
39	CDFW accepts the Final Mitigation Report as complete.	ITP Condition # 7.11	Post-construction	CDFW	

***** Please Note: While use of this form is not mandatory, CDFW strongly recommends completing this form as it will ensure the receipt of adequate information and expedite CDFW review of biologist's qualifications. *****

Name of Biologist & Contact Information

Education: (include year graduated)

Training/Workshops: (be prepared to provide copies of certificates upon request; these should be related to the Covered Species (or similar species) in the Incidental Take Permit)

Certifications: (please provide any copies of a CDFW Scientific Collecting Permit, MOU, or USFWS 10(a)(1)(A)) permit; these should be related to the Covered Species (or similar species) in the Incidental Take Permit)

Species Name #1: (Example: California Tiger Salamander)

Project Name #1 (list the information below for all projects (separately) where biologist worked with this species; projects may be listed more than once under each separate species and please only include projects on the resume that demonstrate experience with the Covered Species (or similar species) in the ITP)

Location:

Project date completed: To and from date (month and year)

Incidental Take Permit (ITP) # (and Other Agency Permits):

Lead biologist Information: Name and contact information (phone number and email address)

Reference: Name and contact information, if different from above (phone number and email address)

Work description:

Estimated Survey Hours:

Estimated Monitoring Hours:

Individuals Observed: # of adults and # of juveniles

Individuals Handled: # of adults and # of juveniles

Burrows excavated:

Project Name #2

Location:

Project date completed: To and from date

Incidental Take Permit # (and Other Agency Permits):

Lead biologist Information: Name and contact information (phone number and email address)

Reference: Name and contact information, if different from above (phone number and email address)

Work description:

Estimated Survey Hours:

Estimated Monitoring Hours:

Individuals Observed: # of adults and # of juveniles

Individuals Handled: # of adults and # of juveniles

Burrows excavated:

Project Name #3 ...

Species Name #2: (Example: Similar or related species to CTS)

Project Name #1 (list the information below for all projects (separately) where the biologist worked with this species)

Location:

Project date completed: To and from date

Incidental Take Permit # (and Other Agency Permits):

Lead biologist Information: Name and contact information (phone number and email address)

Reference: Name and contact information, if different from above (phone number and email address)

Work description:

Estimated Survey Hours:

Estimated Monitoring Hours:

Individuals Observed: # of adults and # of juveniles

Individuals Handled: # of adults and # of juveniles

Burrows excavated:

Project Name #2

Location:

Project date completed: To and from date

Incidental Take Permit # (and Other Agency Permits):

Lead biologist Information: Name and contact information (phone number and email address)

Reference: Name and contact information, if different from above (phone number and email address)

Work description:

Estimated Survey Hours:

Estimated Monitoring Hours:

Individuals Observed: # of adults and # of juveniles

Individuals Handled: # of adults and # of juveniles

Burrows excavated:

Project Name #3 ...

Include any other relevant information to the Covered Species or implementation of Conditions of Approval in the ITP

The Declining Amphibian Task Force Fieldwork Code of Practice

A code of practice, prepared by the Declining Amphibian Task Force (DAPTF) to provide guidelines for use by anyone conducting field work at amphibian breeding sites or in other aquatic habitats. Observations of diseased and parasite-infected amphibians are now being frequently reported from sites all over the world. This has given rise to concerns that releasing amphibians following a period of captivity, during which time they can pick up unapparent infections of novel disease agents, may cause an increased risk of mortality in wild populations. Amphibian pathogens and parasites can also be carried in a variety of ways between habitats on the hands, footwear, or equipment of fieldworkers, which can spread them to novel localities containing species which have had little or no prior contact with such pathogens or parasites. Such occurrences may be implicated in some instances where amphibian populations have declined. Therefore, it is vitally important for those involved in amphibian research (and other wetland/pond studies including those on fish, invertebrates and plants) to take steps to minimize the spread of disease and parasites between study sites.

1. Remove mud, snails, algae, and other debris from nets, traps, boots, vehicle tires and all other surfaces. Rinse cleaned items with sterilized (e.g. boiled or treated) water before leaving each study site.
2. Boots, nets, traps, etc., should then be scrubbed with 70% ethanol solution (or sodium hypochlorite 3 to 6%) and rinsed clean with sterilized water between study sites. Avoid cleaning equipment in the immediate vicinity of a pond or wetland.
3. In remote locations, clean all equipment as described above upon return to the lab or "base camp". Elsewhere, when washing machine facilities are available, remove nets from poles and wash with bleach on a "delicates" cycle, contained in a protective mesh laundry bag.
4. When working at sites with known or suspected disease problems, or when sampling populations of rare or isolates species, wear disposable gloves and change them between handling each animal. Dedicate sets of nets, boots, traps, and other equipment to each site being visited. Clean and store them separately and the end of each field day.
5. When amphibians are collected, ensure the separation of animals from different sites and take great care to avoid indirect contact between them (e.g. via handling, reuse of containers) or with other captive animals. Isolation from un-sterilized plants or soils which have been taken from other sites is also essential. Always use disinfected/disposable husbandry equipment.
6. Examine collected amphibians for the presence of diseases and parasites soon after capture. Prior to their release or the release of any progeny, amphibians should be quarantined for a period and thoroughly screened for the presence of any potential disease agents.
7. Used cleaning materials (liquids, etc.) should be disposed of safely and if necessary taken back to the lab for proper disposal. Used disposable gloves should be retained for safe disposal in sealed bags.

Exhibit J
CDFW LSAA Permit
(attached)

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
CENTRAL REGION
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. EPIMS-MON-25589-R4
CARR LAKE – MONTEREY COUNTY

BETH FEBUS
THE BIG SUR LAND TRUST
509 HARTNELL STREET
MONTEREY, CALIFORNIA 93940

CARR LAKE RESTORATION AND PARK DEVELOPMENT PROJECT (PROJECT)

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and The Big Sur Land Trust (Permittee) as represented by Beth Febus.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on April 2, 2022, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The Project is located at the confluence of Natividad, Alisal, Hospital, and Gabilan Creeks (Carr Lake), centered within the city of Salinas, in the County of Monterey, California; Latitude 36°41'22.5198"N, Longitude -121°38'24.8496"W; or Section 00, Township 14 South, Range 3 East, U.S. Geological Survey (USGS) map Salinas; Assessor's Parcel Numbers 261-191-001-000, 003-212-007-000, 003-212-016-000, 003-212-015-000, 261-191-007-000.

PROJECT DESCRIPTION

The Project includes activities related to the conversion of agricultural plots and channelized ditches into approximately 28.6 acres of upland grassland, 18.3 acres of freshwater emergent wetland, 4.9 acres of riparian tree groves, a 4.5-acre seasonal wetland, 1.1 acres of freshwater shrub wetland, and 1.1 acres of seasonal wetland grass depressions.

Staging and Stockpiling

Staging, sorting, and stockpiling of materials and debris will only occur within a designated 5.38 acre staging area. Up to 27,000 cubic yards (CY) of onsite-extracted material will be sorted and temporarily stockpiled to be used as needed for on-site fill. Approximately 143,000 CY of cut material will be permanently stockpiled at neighboring plots or hauled off-site and disposed of in a legal manner.

Dewatering

A total of approximately 4,040 linear feet of channel in Hospital Creek, Gabilan Creek, and Natividad Creek will be temporarily diverted and dewatered. The following diversions will be active when the final tie-in grading between the existing channels and the enhanced channels is performed, allowing flows to enter their final configuration:

Hospital Creek Diversion: Gravel contained in polypropylene bags will be placed by hand or with the aid of an excavator across the channel at two locations to a maximum height of 5 feet, forming two 25 CY gravel bag cofferdams each with an approximate area of 150 square feet. A debris screen, composed of three 6-foot by 10-foot prefabricated chain link fence panels with 2-inch aperture will be placed by hand or with the aid of an excavator, held in place by t-posts driven into the ground or gravel bags placed on the bed surface. A pump will be placed in a gravel-filled plastic barrel located between the gravel bag cofferdam and debris screen and held in place by t-posts driven into the ground or gravel bags placed on the bed surface. The diverted water from Hospital Creek outfalls approximately 300 feet downstream in Hospital Creek.

Natividad Creek Diversion: Gravel contained within polypropylene bags will be placed by hand or with the aid of an excavator across the channel in two locations to a maximum height of 7 feet, forming two 40 CY gravel bag cofferdams each with an approximate area of 240 square feet. A pump will be placed in a gravel-filled plastic barrel ahead of the upstream gravel bag cofferdam, held in place by t-posts driven into the ground or by gravel bags placed on the bed surface. The diverted water outfalls into Natividad creek approximately 650 feet downstream at the confluence of Natividad and Alisal.

Gabilan Creek Diversion: Gravel contained within polypropylene bags will be placed by hand or with excavator across channel at a maximum height of 7 feet, forming a 35 CY gravel bag cofferdam with an approximate area of 210 square

feet. A fish screen constructed of lumber, gravel bags, and an aluminum screen with aperture of 3/32 inch will be placed by hand or with an excavator, held in place by t-posts driven into the ground or gravel bags placed on the bed surface. The fish screen will span Gabilan Creek with an approximate length of 30 feet and height of 7 feet. A pump will be placed in a gravel-filled plastic barrel between the gravel bag cofferdam and fish screen, held in place by t-posts driven into the ground or gravel bags placed on the bed surface. The diverted water from Gabilan Creek will outfall into the newly graded Gabilan Creek alignment.

Hospital Creek Diversion (Downstream): Gravel contained within polypropylene bags will be placed by hand or with an excavator across the channel to a maximum height of 7 feet, forming a 25 CY gravel bag cofferdam with an approximate area of 150 square feet. A pump will be placed in a gravel-filled plastic barrel upstream of the gravel bag cofferdam, held in place using t-posts driven into the ground or by gravel bags placed on the bed surface. The diverted water will outfall into the newly graded Gabilan Creek alignment.

Large Scale Earth Movement

The Project will generate a dynamic, multi-thread stream with discontinuous channel threads, expected to migrate over time. Flow from Hospital Creek will feed into a water treatment wetland delta, which includes two intermittent pools and a high marsh area, before water drains into a 4.5-acre seasonal wetland. Flow from Gabilan Creek will drain directly into the seasonal wetland feature. Overflow of the seasonal wetland will join meandering channels, which will ultimately drain into the Reclamation Ditch just downstream of the confluence with Natividad Creek.

Hospital and Gabilan Creeks will remain in their current alignment, whereby flow will be permanently directed into enhanced channels by compacted native soil fill plugs, sourced onsite during grading activities. The soil fill plug on Hospital Creek will be composed of 210 CY of material; the soil fill plug on Gabilan Creek will be composed of 60 CY of material.

Infrastructure Development

An existing culvert vehicle crossing over Gabilan Creek, composed of soil and high-density polyethylene pipe (HDPE) 25-feet-long by 20-feet-wide, will be removed.

A temporary crossing composed of 800 square feet of filter fabric, 35 linear feet of a 30-inch diameter HDPE pipe, and approximately 60 cubic yards of rock fill may be constructed to provide access to a neighboring spoils placement site.

A permanent crossing will be constructed where Hospital Creek enters the Project site, composed of two four-foot by eight-foot pre-cast concrete box culverts, with five-foot by ten-foot pre-cast concrete wingwalls, 25 CY of gravel, and up to three CY of either dirt, gravel, or cast-in-place concrete to form roadbed material.

A 40-foot by 8-foot-wide flashboard outlet control structure will be constructed under a pedestrian bridge within the treatment wetland, composed of one-foot-thick cast-in-place concrete. The feature will not impound water, obstruct flow, or create a pond or reservoir.

Approximately 8,291 linear feet (99,493 sq ft) of trails will be constructed throughout the Project site. Trails will be 8 feet wide with a 2-foot-wide shoulder on each side for an overall width of 12 feet. The 8-foot-wide portion of the trail will be composed of approximately 1,400 CY compacted aggregate total. The 2-foot-wide shoulders will be composed of a compacted native dirt material.

Four prefabricated bridges will be installed over new channels within the Project area, as well as a raised wooden boardwalk and observation deck over the new seasonal wetland depression. All bridges will be 16-feet wide with a length of 30 feet, 40 feet, 100 feet and 120 feet. Bridges will be constructed of either steel or wood frame structures, with cast-in-place concrete abutments on each side of the bridge. Bridges of 100 feet or 120 feet in length will have concrete slab abutments that are approximately 8 feet wide by 22 feet long each, up to 4 feet thick and anchored with 8 helical anchors each. Bridges of 30 or 40 feet in length will have concrete grade beam abutments that are approximately 1.5 feet wide by 28 feet long, up to 4 feet thick and anchored with 4 helical anchors each. Bridge decking will consist of either cast-in-place concrete, asphalt, or wood, and railings will consist of either steel or wood. The wooden observation deck and boardwalk will have a length of approximately 80 feet, extending into the seasonal wetland from the northeast direction. The wooden observation deck and boardwalk will be composed of cast-in-place concrete slab foundations, a concrete grade beam, and four wooden posts secured to each of the foundations, stabilized by steel diagonal braces and anchored with helical piers. The cast-in-place concrete slab foundation that supports the deck will be 10 feet wide by 10 feet long and 2 feet thick, anchored with four helical anchors. The cast-in-place concrete slab foundation that supports the observation deck will be 16 feet wide by 16 feet long and two feet thick, anchored with four helical anchors. The wooden boardwalk and observation deck will be placed on a cast-in-place concrete grade beam that is 1.5 feet wide by 18 feet long and up to four feet deep, anchored with four helical anchors.

Approximately 6,075 linear feet of four-foot-tall permanent pre-cast concrete rail perimeter fencing will be installed around the Project site, with concrete posts set in concrete footings approximately two-feet, three-inches deep and one foot wide.

Revegetation

The Project area will be vegetated with native plants comprising a mosaic of freshwater emergent wetland, forested/shrub wetland, upland grassland, and a mixture of riparian and upland trees. Vegetation activities will include hydroseeding with a native seed mix and live plantings of native plants, shrubs, and trees.

Equipment to be used in restoration activities includes, but is not limited to, excavators, loaders, bulldozers, vibratory compactors, scrapers, dump trucks, utility vehicles, haul trucks, and diversion pumps, piping, and screens.

PROJECT IMPACTS

The Project includes direct impacts from invasive vegetation removal; herbicide spraying; large-scale grading to create seasonal wetlands and channels; temporary diversion and dewatering of channels; rerouting channels; materials stockpiling, transport, and laydown; vegetation management, maintenance, and monitoring; all associated with the development of 58.5 acres within the Carr Lake basin to a more natural hydrological state. Other potential impacts related to disturbance during Project implementation include but are not limited to, those resulting from noise and vibration, trampling/crushing of vegetation and habitat features, impacts to nesting or foraging animals; and pollution resulting from equipment operation.

The Project will temporarily impact approximately 1.13 acres and 3,051 linear feet of streams, with permanent impacts to approximately 0.42 acres and 1,134 linear feet of streams. There will be permanent impacts to approximately 0.91 acres or 3,530 linear feet of ruderal herbaceous vegetation along existing channels and removal of approximately 67.72 acres of agricultural row crops.

This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the Project area. Absent implementation of protective measures required by this Agreement, the species in Table A below as well as other birds, mammals, fish, reptile, amphibian, and invertebrate species and plants that compose the local ecosystem could potentially be impacted.

Table A: Special status species with the potential to occur in the Project area			
Common Name	Scientific Name	Listing or Status	
		Federal	State
Amphibians			
California tiger salamander	<i>Ambystoma californiense</i>	T	T
California red-legged frog	<i>Rana draytonii</i>	T	SSC
Reptiles			
Western pond turtle	<i>Emys marmorata</i>	-	SSC
Fish			
Monterey hitch	<i>Lavinia exilicauda harengus</i>	-	SSC
Central CA coast steelhead	<i>Oncorhynchus mykiss irideus</i>	T	-
CA Coastal chinook salmon	<i>Oncorhynchus tshawytscha</i>	T	-
Invertebrates			
Crotch bumble bee	<i>Bombus crotchii</i>	-	CE
Western bumble bee	<i>Bombus occidentalis</i>	-	CE
Birds			
Burrowing owl	<i>Athene cunicularia</i>	-	SSC
Plants			
Congdon's tarplant	<i>Centromadia parryi ssp. congdonii</i>	-	1B.1

* Threatened (T), Candidate Endangered (CE), Species of Special Concern (SSC), California Rare Plant Rank 1B.1

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Legal Obligations. This Agreement does not exempt Permittee from complying with all other applicable local, State, and Federal law, or other legal obligations.
- 1.6 Unauthorized Take.
 - (a) This Agreement does not authorize the "take" (defined in Fish and Game Code section 86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State or federally listed candidate, threatened, or endangered species. Any such take shall require separate permitting. Liability for any take of such listed species remains the separate responsibility of Permittee for the duration of the Project.
 - (b) Permittee shall take prudent measures to ensure that all take of threatened and endangered species is avoided. Permittee acknowledges and fully understands that it does not have State incidental take authority. Permittee shall immediately notify CDFW of the discovery of any such threatened or endangered species prior to and during Project implementation.
- 1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities that require Permittee to enter on another

owner's property, they are agreed to with the understanding that Permittee possesses the legal right to so enter.

- 1.8 Work Schedule. Permittee shall submit a work schedule to CDFW prior to beginning any activities covered by this Agreement. Permittee shall also notify CDFW upon the completion of the activities covered by this Agreement.
- 1.9 Training. Prior to starting Project Activities, all employees, contractors, and visitors who will be present during Project Activities shall receive training from a qualified individual on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance. A training sign-in sheet for the employees and contractors, including the date of the training and who gave the training shall be submitted to CDFW within one week of completing the training.
- 1.10 Approved Biologist. Permittee shall submit to CDFW in writing the qualifications of all biologists proposed to conduct the necessary biological surveys and monitoring included as Avoidance and Minimization Measures in this Agreement. Permittee shall obtain written CDFW approval of the Approved Biologists at least 14 days prior to conducting the required survey or monitoring work.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Construction/Work Hours. All work activities shall be confined to daylight hours. For purposes of this Agreement, "daylight hours" are defined as that daytime period between sunrise and sunset.
- 2.2 Flagging. Prior to the commencement of Project activity, Permittee shall identify the limits of the Project area. These "work area" limits shall be identified with brightly-colored flagging. Flagging shall be maintained in good repair for the duration of the Project. All streams and other sensitive aquatic habitat areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas and shall not be disturbed.
- 2.3 Listed and Other Special Status Species.
 - (a) Pre-activity surveys for potential rare, listed, or other sensitive species shall be conducted by a qualified biologist within two weeks prior to the start of Project activity. Surveys shall be conducted within the work area and all access routes to avoid and minimize incidental take, confirm previous observations, identify any areas occupied by listed or sensitive species, and clearly mark all resources to be avoided by Project activities. Permittee shall provide survey reporting to CDFW within 10 days following surveys. If any State- or Federally-listed threatened or endangered species are found or could be impacted by Project, Permittee shall notify CDFW of the discovery

prior to the start of Project activity. An amended Agreement and/or a State Incidental Take Permit may be necessary and a new CEQA analysis may need to be conducted before work can begin.

- (b) California tiger salamander (CTS). Permittee has applied for an Incidental Take Permit (No. 2081-2022-027-R4) to authorize take of CTS related to Project activities addressed in this Agreement. If the Incidental Take Permit for California tiger salamander has not been issued prior to Project initiation, Permittee shall implement the following: Within the work area and a 50-foot buffer of the work area, a qualified biologist shall flag all rodent burrow entrances and submit a map of the burrows to CDFW prior to commencing Project activity at each site of work for each work season. All mapped burrows shall be avoided during Project activity by a minimum 50-foot no disturbance buffer. In addition, no exclusion fencing shall be installed if it would encircle any burrow entrances and therefore potentially entrap any California tiger salamanders within the fenced area, until the Incidental Take Permit is executed. A qualified biologist shall be present during ground disturbing activity that occurs during the active season of the species (November through May) and shall halt Project activities if a California tiger salamander is detected in or within 50 feet of the Project area, until the Incidental Take Permit is executed.
- (c) California red-legged frog (CRLF). Permittee shall comply with the terms of the Programmatic Biological Opinion (2017-F-0584) issued by the United States Fish and Wildlife Service (USFWS) addressing take of California red-legged frog resulting from Project activity.
- (d) Western pond turtle (WPT): Any WPT discovered within the work area during Project activities shall be allowed to move out of the work area of their own volition. If this is not feasible, they shall be captured by a qualified biologist and relocated out of harm's way to the nearest suitable habitat at least 100 feet upstream or downstream from the Project site.
- (e) Crotch bumble bee and Western bumble bee: A qualified wildlife biologist shall survey the Project work area prior to the commencement of Project activities to identify whether over-wintering, nesting, or foraging habitats of the Crotch bumble bee or Western bumble bee are present on or within 100 feet of the Project work area. If suitable habitat is identified, a qualified biologist shall conduct visual surveys of the work area within 30 days prior to starting Project activities. Permittee shall survey results to CDFW at least one (1) week prior to commencing work. If any individual is observed, Project activities shall not occur until the animal has left the work area of its own volition. If a nest is observed, no Project activities shall occur until a plan to protect Crotch bumble bee and Western bumble bee, including over-wintering queens, has been approved by writing by CDFW.

- (f) Special Status Fish Species. Project activities that will occur within the wetted stream, including implementation of stream diversion, shall be limited to the period of May 15 through October 31. Also see relocation and handling requirements in Avoidance and Minimization Measure 2.13.
- (g) Burrowing owl. A qualified biologist shall perform surveys for burrowing owl within the Project site and a 500-foot radius, within 30 days prior to initiating Project activities at each location. Permittee shall provide survey reporting to CDFW at least one (1) week prior to the start of work. If any active burrowing owl burrows are observed, these burrows shall be protected and monitored by a qualified biologist during Project activities. A minimum 500-foot avoidance buffer shall be established and maintained around each owl burrow during the nesting season (February 1 through August 31). If active burrowing owl burrows are observed outside of the nesting season, a minimum 150-foot no disturbance buffer shall be established around each burrow.
- (h) Special Status Plants. Special status plant species have the potential to occur; therefore, Permittee shall conduct surveys for these plants and natural communities in advance of Project activities, using the CDFW 2018 Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>). Permittee shall provide survey results to CDFW at least one (1) week prior to the start of Project activities. If special status plant species are identified, Permittee shall identify them with flagging and avoid with a 25 foot no disturbance buffer during Project activities. If avoidance is not feasible, Permittee shall consult with CDFW to determine whether alternate avoidance measures for non-listed species are possible, such as salvaging topsoil after annual plants have senesced to reapply following ground disturbing activity. Permittee shall not encroach on the 25-foot buffer unless CDFW provides advance, written approval to do so.
- (i) Reporting Observations to CNDDDB. If detections of any listed or other special status species are made during required surveys or during Project implementation, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms to the CNDDDB via the online field survey form system (<https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data#44524419-online-field-survey-form>) for all detections and provide copies of the CNDDDB forms in the Annual Report.

2.4 Fish and Wildlife.

- (a) If any fish or wildlife is encountered during the course of Project activities, said fish or wildlife shall be allowed to leave the Project work area unharmed.

- (b) For excavations with slopes greater than 45 degrees, Permittee shall place in the excavation at least one stable escape ramp constructed of earthen fill or wooden boards sloped no steeper than 30 degrees.
- (c) Pursuant to Fish and Game Code sections 3503 and 3503.5, it is unlawful to take, possess, or destroy the nest or eggs of any bird or bird-of-prey. To protect nesting birds, no Project activity shall occur from February 15 through August 31 unless the following Avian Nesting Surveys are completed in advance by a qualified wildlife biologist each year of work. Permittee shall submit survey reporting to CDFW within 10 days following survey completion. CDFW may consider variances from the no-disturbance buffers described below when there is a compelling biological or ecological reason to do so.
Due to its special status designation and specific ecology, separate survey and avoidance requirements are listed above for Burrowing owl (Avoidance and Minimization Measure 2.3(f)).
 - i. Birds of Prey: Survey for nesting activity of birds of prey within the Project work area and a 500-foot radius within one (1) week prior to the start of any Project activities at each location. If any active nests are observed, these nests shall be protected by a minimum 500-foot avoidance buffer until the breeding season has ended or until a qualified biologist has determined that the young have fledged and are no longer reliant upon the nest site for survival.
 - ii. Other Avian Species: Survey for nesting activity within the Project work area and a 250-foot radius within one (1) week prior to the start of any Project activities at each location. If any nesting activity is found, Permittee shall protect nests and nest substrate (trees, shrubs, ground, or burrows) with a minimum 250-foot buffer until the young have fledged and are no longer reliant upon the nest site for survival.

CDFW may consider variances from these avoidance buffers when there is a compelling biological or ecological reason to do so, such as when the Project work area would be concealed from a nest site by topography.

2.5 Vegetation.

- (a) No trees with a diameter at breast height of 4 inches or more shall be removed, cut, or otherwise disturbed during Project activity.
- (b) The disturbance or removal of other vegetation (i.e., grasses and forbs) shall not exceed the minimum necessary to complete operations and shall only occur within the defined work area. Precautions shall be taken to avoid other damage to vegetation by people or equipment.
- (c) Any other nonnative plant species containing seeds, rhizomes, or stems capable of vegetative reproduction that are broken or disturbed by Project

activities shall be removed from the work area. This plant material shall be bagged or contained and disposed of at an appropriate and legal off-site location where the material cannot enter the stream channel or floodplain.

- (d) All herbicides, surfactants, and other pesticides utilized within or adjacent to streams and other sensitive aquatic habitat areas shall be registered for aquatic use by the California Department of Pesticide Regulation (CDPR).
- (e) Permittee shall ensure that herbicide spraying does not occur when wind speeds exceed 10 miles per hour (mph). All sprays shall contain a dye (registered for aquatic use by CDPR) to identify overspray.
- (f) Permittee shall apply and use herbicides in a manner consistent with label instructions. Permittee shall ensure compliance with all local, State, and Federal regulations, and ensure that workers applying herbicides possess the appropriate licenses.

2.6 Vehicles and Equipment.

- (a) Vehicles, equipment (hand tools, mechanical devices, etc.), and other machinery shall be inspected for the presence of undesirable species and cleaned prior to entering the work area, to reduce the risk of introducing nonnative plant or animal species, fungi, their propagules, and other biotic agents.
- (b) Vehicles and heavy equipment shall only be operated within the Project work area during naturally dry conditions. Vehicle access shall be limited to predetermined ingress and egress corridors on existing roads. All other stream areas shall remain off limits.
- (c) All equipment and vehicles shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (d) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the channel. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the streams, shall be positioned over drip-pans. Vehicles shall be moved out of streams and their associated floodplains prior to refueling and lubrication.

2.7 Fill/Spoil.

- (a) Rock, gravel, and/or other materials shall not be imported into or moved within the bed or banks of the stream, except as otherwise addressed in this Agreement.

- (b) All excavated material shall only be temporarily stockpiled in the stream or banks. Spoil storage sites shall not be located within the stream, where spoil will be washed into the stream, or where it could cover aquatic or riparian vegetation.

2.8 Erosion Prevention.

- (a) No work shall occur during rain or within 24 hours following significant rainfall event of ¼ inch or more of rain in a 24-hour period.
- (b) All disturbed soils within the Project work area shall be stabilized to reduce erosion potential during and following Project activities. Temporary erosion control devices, such as straw bales, silt fencing, and sand bags, may be used, as appropriate, to prevent siltation of the stream during Project implementation. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials. Permittee shall not use “photodegradable” or other plastic erosion control materials.
- (c) If the Project creates unvegetated areas on the streambanks or other slopes, these areas shall be seeded (with weed-free straw or mulch) with a blend of a minimum of three locally native grass species. One or two sterile non-native perennial grass species may be added to the seed mix provided that amount does not exceed 25% of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix.
- (d) Permittee shall submit a Seed Mix to CDFW for written approval prior to application. The seeding shall be completed as soon as possible, but no later than November 15 of the year Project activity ends, unless otherwise agreed to in advance by CDFW. At the discretion of CDFW, all exposed areas where seeding is considered unsuccessful after 90 days shall receive appropriate soil preparation and a second application of seeding, straw, or mulch as soon as is practical on a date mutually agreed upon.

2.9 Pollution.

- (a) Permittee and all contractors shall be subject to the water pollution regulations found in Fish and Game Code sections 5650, 5652, and 12015.
- (b) Raw cement, concrete or washings thereof, asphalt, equipment fluids or lubricants, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to fish or wildlife resulting from or disturbed by Project-related activities, shall be prevented from contaminating the soil and/or entering the “Waters of the State”.

- (c) The cleanup of all spilled materials shall begin immediately. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures.
- (d) Permittee shall not dump litter or debris within the stream or areas where such waste could wash into the stream. All such debris and waste shall be picked up daily and disposed of in a legal manner.
- (e) A Spill Response Plan shall be prepared and submitted to CDFW for written approval prior to the start of Project activities and kept on-site during all phases of the Project. The Plan shall identify actions that shall be taken in the event of a spill of petroleum products, concrete, drilling fluids or lubricants, contaminated soil, or other material harmful to fish, plants, or aquatic life. Emergency response materials shall be kept at the site and readily available to allow rapid containment and cleanup of spilled material. In the event that a spill occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. CDFW shall be notified immediately by Permittee of all spills.

2.10 Structures and Installed Features.

- (a) Permittee confirms that all structures shall be properly aligned and otherwise engineered and installed to assure resistance to washout and to erosion of the stream bed, stream banks and/or fill, and that they will not cause long-term changes in water flows that adversely modify the existing upstream or downstream stream bed/bank contours or increase sediment deposition. Structures shall be engineered to withstand high (i.e., 100-year) flows without failure.
- (b) Permittee shall submit final design plans to CDFW for approval at least two weeks prior to the start of Project activity. The plans must include dimensions of all structural components of Project, including but not limited to components of the outlet control structure, culvert crossings, each bridge, and observation platform.

2.11 Concrete.

- (a) Permittee shall install backup containment structures outside of any concrete forms to capture all wet concrete which could escape the forms and prevent it from entering the stream outside of those structures;
- (b) No concrete shall be poured if the five-day weather forecast indicates any chance of rain;
- (c) At all times when the Permittee is pouring or working with wet concrete there shall be a designated monitor to inspect the containment structures;

- (d) Poured concrete shall be isolated from surface waters and allowed to cure for a minimum of the time according to the following table:

Cement Type	Minimum Curing Time
ASTM C 150 Type III	3 days
ASTM C 150 Type I	7 days
ASTM C 150 Type II	10 days
ASTM C 150 Type IV or V	14 days

or until 70% of the specified compressive or flexural strength is attained, whichever is **longer**. Cold temperatures or other factors may contribute to a curing time longer than indicated in the table to pass the strength test;

- (e) Forms shall not be removed until after the end of the minimum curing period; and;
- (f) Rain and/or surface water that encounters the curing concrete structures as well as deliberately applied water for moist curing shall be contained and isolated from surface water. The water shall be pH tested and removed from the site and disposed of lawfully if the pH exceeds 9.5.

2.12 Dewatering. Stream dewatering method shall be limited to the methods as described in the Project Description, to create dry work area conditions.

- (a) Check dams, cofferdams, and other barriers shall not be made of silt, sand and gravel, or other substances subject to erosion unless first enclosed by non-erodible material. The enclosure and supportive material shall be removed when the work is completed and removal shall normally proceed from the downstream most point in an upstream direction.
- (b) If it is necessary to dewater the work area, either by pump or by gravity flow, the suction end of the intake pipe shall be fitted with fish screens meeting CDFW and National Marine Fisheries Service (NMFS) criteria to prevent entrainment or impingement of small fish (https://media.fisheries.noaa.gov/dam-migration/southwest_region_1997_fish_screen_design_criteria.pdf).
- (c) Temporary diversion structures used to isolate the work area shall be constructed in a manner that prevents seepage into the work area. The structure, including all fill, enclosure material, and trapped sediments, shall be removed when the Project is completed.

2.13 Fish Rescue.

- (a) A Fish Removal and Rescue Plan shall be prepared and submitted to CDFW for approval prior to the start of Project activities and kept on-site during all

phases of the Project. The plan shall be prepared and implemented by a qualified fisheries biologist with all necessary State and Federal permits. Rescued fish shall be moved to the nearest appropriate site outside the work area. A record shall be maintained of all fish rescued and moved. The record shall include, at a minimum, the date of capture and relocation, the method of capture, location of relocation in relation to the Project site, and the number and type of fish captured and relocated. The record shall be provided to CDFW within two weeks of completing each fish rescue activity.

- (b) Electrofishing shall be conducted only by properly trained personnel following NOAA *Guidelines for Electrofishing Waters Containing Salmonids Listed under the Endangered Species Act*, June 2000.
- (c) Handling of salmonids shall be minimized. When handling is necessary, the fisheries biologist shall wet hands or nets prior to touching fish.
- (d) The fisheries biologist shall temporarily hold fish in cool, shaded, aerated water in a container with a lid, provide aeration with a battery-powered external bubbler, and protect fish from jostling and noise. Fish shall not be removed from this container until the time of release. Air and water temperatures shall be measured periodically. If water temperature reaches or exceeds 18°C, fish shall be released and rescue operations ceased.
- (e) Overcrowding in containers shall be avoided by having at least two containers and segregating young-of-year fish from larger age-classes to avoid predation. Larger amphibians shall be placed in the container with larger fish. If fish are abundant, the capturing of fish and amphibians shall cease periodically and shall be released at the predetermined locations.
- (f) If mortality during relocation exceeds three percent, capturing efforts shall be stopped and Permittee shall contact CDFW immediately.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Final Planting Plan: Permittee shall submit a Final Planting Plan to CDFW for written approval at least 14 days prior to the proposed start of Project activity. The Final Planting Plan shall specifically identify all plantings to be installed and show the locations of proposed plantings. Any changes to the Planting Plan shall be requested in writing and given approval by CDFW prior to implementation.
- 3.2 Supplemental Water: Permittee shall provide supplemental water for no more than three years after planting, to meet the success criterion of the successful establishment of a minimum of 75 percent of trees planted after five years.

3.3 Annual Monitoring Reports

- (a) For a minimum of five years following planting, Permittee shall submit Annual Monitoring Reports to CDFW by December 31 of each year, documenting the success of plantings in becoming established, including photo documentation.
- (b) Reports shall describe any remedial actions required to meet the success criterion, such as subsequent plantings.
- (c) Any subsequent remedial plantings shall start a new five-year monitoring and reporting period to document the successful establishment of those plantings.

4. **Reporting Measures**

Permittee shall meet each reporting requirement described below.

4.1 Obligations of Permittee.

- (a) Permittee shall have primary responsibility for monitoring compliance with all Protective Measures in this Agreement. Protective Measures must be implemented within the time periods indicated in this Agreement and the reporting program described below.
- (b) Permittee shall ensure the implementation of the Protective Measures of this Agreement and shall monitor the effectiveness of the Protective Measures.

4.2 Reports. Permittee shall submit the following Reports to CDFW:

- (a) Work schedule, submitted to CDFW prior to the start of Project activities, and within one (1) week following any delays or changes to the schedule (Administrative Measure 1.8).
- (b) Training documentation, submitted to CDFW within one (1) week of training completion (Administrative Measure 1.9).
- (c) Qualifications of all Project biologists submitted to CDFW so that written approval may be obtained at least 14 days prior to survey or monitoring activities (Administrative Measure 1.10).
- (d) Pre-activity survey reporting, submitted to CDFW within 10 days of completion of each survey (Avoidance and Minimization Measure 2.3(a)).
- (e) A flagged burrow map, submitted to CDFW prior to commencing Project activity, if an ITP for CTS has not been issued prior to Project initiation (Avoidance and Minimization Measure 2.3(b)).

- (f) Reporting of survey results for Crotch bumble bee and Western bumble bee, submitted to CDFW at least one (1) week prior to commencing any Project work each year (Avoidance and Minimization Measure 2.3(e)).
- (g) Reporting of surveys for burrowing owl, submitted to CDFW at least one (1) week prior to the commencement of Project activity (Avoidance and Minimization Measure 2.3(g)).
- (h) Reporting of surveys for special status plant species, submitted to CDFW at least one (1) week prior to the start of Project activities each year (Avoidance and Minimization Measure 2.3(h)).
- (i) Reporting of surveys for nesting birds if Project activities occur during the avian nesting season, submitted to CDFW within 10 days following each survey completion (Avoidance and Minimization Measure 2.4(c)i and ii).
- (j) A seed mix to be used to control erosion, submitted to CDFW for written approval prior to application (Avoidance and Minimization Measure 2.8(d)).
- (k) A Spill Response Plan, submitted to CDFW for approval prior to commencing Project activity (Avoidance and Minimization Measure 2.9(e)).
- (l) Final design plans, submitted to CDFW so that written approval may be obtained at least 14 days prior to the commencement of Project activities (Avoidance and Minimization Measure 2.10(b)).
- (m) A fish removal and rescue plan, submitted to CDFW for approval prior to the commencement of Project activities (Avoidance and Minimization Measure 2.13(a)).
- (n) A fish rescue record, submitted to CDFW within two weeks of completing fish rescue activity (2.13(a)).
- (o) A Final Planting Plan, submitted to CDFW for approval at least 14 days prior to the commencement of Project activities (Compensatory measure 3.1).
- (p) Annual Reports, submitted by January 31 for work done each year, for the remainder of work. Each Annual Report shall summarize the Project activity and summarize the implementation of each Protective Measure included in this Agreement. Each Annual Report shall document the success of plantings in becoming established and describe any remedial actions or subsequent plantings (Compensatory Measure 3.3). Each Project Report shall also include documentation of animals observed or moved out of harm's way. Before, during, and after photo documentation of each Project activity shall be included in the report. Copies of CNDDDB forms shall also be included in the Report (Avoidance and Minimization Measure 2.3(i)).

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CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail or email. Project reporting and other Agreement requirements may be submitted to CDFW through EPIMS or sent by email to the contact below (or subsequent contact person) in addition to R4LSA@wildlife.ca.gov.

To Permittee:

Beth Febus
The Big Sur Land Trust
509 Hartnell Street
Monterey, California 93940
Notification No. EPIMS-MON-25589-R4
(831) 625-5523
bfebus@bigsurlandtrust.org

To CDFW:

California Department of Fish and Wildlife
Central Region
1234 East Shaw Avenue
Fresno, California 93710
Attn: Cutting the Green Tape Program – Megan Rooney
Notification No. EPIMS-MON-25589-R4
Phone: (559) 203-2792
Megan.Rooney@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

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Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

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Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall remain in effect for five (5) years beginning on the date signed by CDFW, unless it is terminated or extended before then. All provisions in the Agreement

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shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

In approving this Agreement, CDFW is independently required to assess the applicability of CEQA. The features of this Agreement shall be considered as part of the overall Project description.

Permittee's concurrence signature on this Agreement serves as confirmation to CDFW that the activities conducted under the terms of this Agreement are consistent with the Project as described in the Mitigated Negative Declaration (MND) prepared by the City of Salinas Community Development Department as lead agency for the Carr Lake Restoration and Park Development Project (State Clearinghouse No. 2021050632) certified on September 14, 2021. Copies of the Initial Study, MND, and Notice of Determination were provided to CDFW by Permittee.

CDFW, as a CEQA Responsible Agency, shall submit a Notice of Determination to the State Clearinghouse upon signing this Agreement.

EXHIBITS

The document listed below is included as an exhibit to this Agreement and is incorporated herein by reference.

Figure 1 – Project Location Map

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

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AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Figure 1

