Area F BEI Ammendment - Response to IRT Comments

Color Key: Green: Comment addressed; Red: IRT/PDT issue; Yellow: Requires further action by WRA; Purple: Require

Tracked Comment #	Agency	Document	Section	Page	Comment Date
1	USACE	A-2.2; EL Property	NA	NA	5/10/2022
2	CDFW	BEI Amendment	Email	NA	5/6/2021
3	USACE	BEI Amendment	Recitals	NA	
4	USACE	BEI Amendment	Recitals	NA	
5	USACE	BEI Amendment	H	NA	9/14/2021
6	USACE	BEI Amendment	H	NA	9/14/2021
7	USACE	BEI Amendment	I 2	NA	9/14/2021
8	USACE	BEI Amendment	Agreement	NA	9/14/2021

s discussion with IRT; Light Blue: Edit not Made.

Comment

Parentheses include paraphrased language/explanation. Other content is the verbatim comments.

(A-2.2 EL Property) This figure should call out the boundary of the excluded Spineflower Intro Area

[I]t does not appear that the access acreage is being addressed in the amendment. Is that because the access route is already an established road with no credits associated with it?

We still need to amend the BEI to remove (correct?) Area D from the BEI in light of permittee responsible mitigation occuring in this Area for the Devil's Gate project. Is the plan to address that in an amendment no. 3 to the BEI or can we add to this amendment so that we do not need to draft yet another amendment?

Reply to comment: There will be another future amendment regardless in the somewhat near future, so in the interests of moving the current amendment forward we should add this to the next one

(text being commented on: In addition, the Bank Sponsor has requested the infrastructure maps shown in Figures 8 and 9 of the Long-term Management Plan in Exhibit D-5 of the BEI be updated to identify additional existing infrastructure that was not shown on these maps. The Parties also desire to modify Exhibit D-2 (Endowment Fund Analysis and Schedule) of the BEI to clarify Endowment Amount payments as they relate to Credit Releases.)

This was specifically requested by Bank Sponsor in its amendment request in 2018.

(text being commented on: The Parties also desire to modify Exhibit D-2 (Endowment Fund Analysis and Schedule) of the BEI to clarify Endowment Amount payments as they relate to Credit Releases.)

Placeholder

(text being commented on: On [date], USACE notified the IRT that it intended to approve this Amendment No. 2. USEPA, Lahontan Regional Water Board, and CDFW did/did not object to this Amendment No. 2 within 15 days of receipt of the notification or the dispute resolution process was initiated in accordance with 33 CFR 332.8(e) and concluded on DATE.)

This would need to be revised to fit what applies here.

(To the Agreement)

Made format changes to mirror the approach taken with the first amendment.

Response to Comment
This area is being treated as an exisiting, non-creditable, easement. It is not being exluded from the Bank Property, or the CE. No edits made.
Addressed by N. Bello, 7/16/2021 via email: The easement agreement, conservation easement, and LTMP, all describe the introduction area and access language describing " a perpetual easement for pedestrian access (but not vehicular access) from Lake Elizabeth Road to the Introduction Area." Pedestrian only access was a requirement of the Bank Sponsor to be sure the bank habitats outside of the introduction area would not be adversely affected. Per Newhall's Spineflower Introduction Plan, access is limited to the "Project Biologist, Landscape Contractor, Newhall Land or its designee, ...and Land Veritas staff or their designee" as well as the easement holder and resource agencies. This pedestrian only access is not considered by us to be inconsistent with conservation goals, and the level of potential impact is anticipated to be similar to that of the monitoring and maintenance activities, and annual IRT site visits that are anticipated to occur within the Bank under the existing BEI. Furthermore these areas will be managed as habitat according to the Bank documents including the LTMP. For these reasons, we have not excluded the pedestrian access to the spineflower introduction area from the bank's creditable areas, but we have included language discussing the access in the easement agreement, and in the revised CE and LTMP. This was previously discussed during an IRT meeting. No edits made.
(pt 1 of 2 comments on the same line of text.) to be done in future amendment, no edits required.
Agreed. See response to comment #3, no edits made.
At this time we propose to only address the changes to Area F as it relates to the Spineflower Intorduction Area. No changes to infrastructure maps in other parts of the mitigation bank will be made at this time. Any change to infrastructure mapping and endowment fund analysis for other areas will be done in a later amendment as needed. Recital deleted.
See Response to Comment #5. Recital deleted.
USACE added new recital language to this section with dates to be filled in upon USACE notification to IRT. Edits accepted.
USACE edits accepted.

9	USACE	BEI Amendment	Agreement	NA	9/14/2021
10	USACE	BEI Amendment	Agreement 3	NA	9/14/2021
11	USACE	BEI Amendment	Agreement 6	NA	9/14/2021
12	USACE	BEI Amendment	Agreement 7	NA	9/14/2021
13	USACE	BEI Amendment	Agreement 8	NA	9/14/2021
14	USACE	BEI Amendment	Agreement 8	NA	9/14/2021
15	CDFW	C-1; Development Plan	Email	NA	7/21/2021
16	CDFW	C-1; Development Plan	Email	NA	7/21/2021
17	CDFW	C-1; Development Plan	Email	NA	7/21/2021
18	USACE	C-1; Development Plan	Cover Page	NA	5/10/2022
19	USACE	C-1; Development Plan	Cover Page	NA	5/10/2022
20	USACE	C-1; Development Plan	Footer	14	5/10/2022
21	USACE	C-1; Development Plan	2.7.1	19	5/10/2022
22	USACE	C-1; Development Plan	2.7.1	20	5/10/2022

(text being commented on: Exhibit C-1 to the BEI, titled "Development Plan," replaced in its entirety with Attachment A attached hereto and incorporated herein by this reference)

I suggest the entire plan be switched out. It's easier to follow what's considered the currently approved plan. Further, more than the figures in Appendix A appear to be in need of updating. For example, shouldn't section 2.7 be updated to mention the easement to Newhall for the introduction of spineflower? Do Tables 2 and 3 need to be corrected? Under special status species, shouldn't the plan indicate that in Area F Newhall plans for the introduction of San Fernando Valley spineflower within the Introduction Area, as per the Spineflower Introduction Plan? Does Part VII Area F discussion need to be revised, in particular the amount of credits indicated in the tables?

text added by USACE and being commented on: 2.Exhibit D-2 of the BEI, titled "Endowment Fund Analysis and Schedule," is replaced in its entirety with Attachment B attached hereto and incorporated herein by reference. 3.Exhibit D-3 of the BEI, titled "Agreements, Instructions, and Forms for Submission or Disbursement of Endowment Funds," is replaced in its entirety with Attachment C attached hereto and incorporated herein by reference.)

Placeholder. Will the Area F endowment agreement address both the bank endowments and the Newhall Endowment? If so, shouldn't this document address this in the "template" the signatories agreed to in Exhibit D-3? Or add an Area F "template" as Exhibit D-3a?

(text being commented on: Exhibit E-3.1 to the BEI, titled "Elizabeth Lake Easements ,", is replaced in its entirety with Attachment F attached hereto and incorporated herein by this reference.)

This exhibit plots what is on the title report in the PAW as well as Exhibit E-1.1.1. If the easement to Newhall is not yet recorded (need to confirm) there will not be recording information. That being the case, does this get updated now? If so, how do we want it noted on this exhibit?

(text being commented on: 7.Exhibit E-4.6 to the BEI, titled "Elizabeth Lake Conservation Easement Area F," is replaced in its entirety with Attachment G attached hereto and incorporated herein by reference .

This would include the new exhibits D (spineflower easement agreement, E (subordination agreement) and F (Introduction Plan) to this approved as to form CE.

It would appear that all of F-1 (1.1, 1.2 and 1.3) needs to be updated.

(text being commented on: Exhibit F-1)

This is the name used in the BEI itself for this exhibit F-1

Appendix A – Figures, have been updated with new figures 63-66. However, those show some easements, but not all of them and they do not identify the spineflower introduction area as an easement. All easements should be depicted the same according to the map legend.

Figures 6, 8, 10, and 12 need to be updated with the easement delineated like the easement legend shows and the habitat acreages decreased. It would be good to know which easements area being credited and which are not based on the exhibit maps. I would think the ones shown on the maps currently are the ones that are not getting credits, but that is not clear from the figures and legends.

Figures 17 and 56 have a monitoring point within? the easement area. The introductory area easement needs to be delineated on these maps as well. The bank sponsor will need to confirm if the monitoring point is within the easement and if so, whether it's an appropriate location for a monitoring point.

(contact information on cover sheet) update

(date on cover sheet) update

(date) update date in footer

This section 2.7.1 should describe/include the Spineflower Intro Area

(text being commented on: Property Assessment and Warranty)

I believe we've agreed with CDFW to update this later (not right now), but this will need to include the Spineflower Intro Area

These comments have been incorporated and addressed in the revised C-1 Development Plan Relevant crediting tables and figure have been updated to exclude the Introduction Area from crediting and a discussion of the Introduction area has been added to the relevant sections.
Spineflower Introduction Endowment will be separate from and have no influence on the Bank's Endowment Fund. See Section 7c.1 of the Easement Agreement. All LTM requirements to maintain the spineflower introduction area are the responsibility of Newhall and are funded through a separate endowment, including fencing. The PRMB Area F endowment fund and agreement is not being modified as a result of the Spineflower Introduction. The Bank endowment will cover all bank LTMP activities as approved in the original BEI. In the event the Spineflower Introduction is not successful and does not require LTM, the original endowment amount will be sufficient to cover all activities in Area F as described in the LTMP. No edits made.
This figure has been updated to show the Intro Area Easement Area however per prior discussions with the IRT the update to the PAW and Title report will be made at a later time but before implementation of Area F of the PRMB.
USACE edits to Exhibit E-4.6 have been made.
Exhibit F-1 (including 1.1, 1.2, and 1.3) have been updated as requested to exclude the Introduction Area from crediting
Exhibit F has been provided in its entirety updated as requested by USACE.
Updated figures 63-66 to show all easements including the spineflower introduction area
Updated Figures 6,8,10,12 with the spineflower introduction area delineated as an easement. All easements depicted in these figures are not credited as is depicted in the legend.
Updated Figures 17 and 56 with the spineflower introduction area delineated as an easement. There is no monitoring point within the spineflower easement area, however there is one directly above it as can be seen in the revised figure.
updated with current contact
added date of update
date on cover page and footer updated
Added section describing the Spineflower Introduction Area
Agreed, update to PAW and Title report to be made at a later time but before implementation of the Introduction area. Section 2.7.1 revised to include intro area narrative.

23	USACE	C-1; Development Plan	4.4	27	5/10/2022
24	USACE	C-1; Development Plan	4.4	27	5/10/2022
25	USACE	C-1; Development Plan	5.1	29	5/10/2022
26	USACE	C-1; Development Plan	5.1	30	5/10/2022
27	USACE	C-1; Development Plan	5.1	30	5/10/2022
28	USACE	C-1; Development Plan	5.1	31	5/10/2022
29	USACE	C-1; Development Plan	5.1	31	5/10/2022
30	USACE	C-1; Development Plan	6	35	5/10/2022
31	USACE	C-1; Development Plan	14	46	5/10/2022
32	USACE	C-1; Development Plan	VII; 1	84	5/10/2022
33	USACE	C-1; Development Plan	VII; 2.1	84	5/10/2022
34	USACE	C-1; Development Plan	VII; 2.4	86	5/10/2022
35	USACE	C-1; Development Plan	VII; 2.4	87	5/10/2022
36	USACE	C-1; Development Plan	VII; 3.4	89	5/10/2022
37	USACE	C-1; Development Plan	VII; 3.4	90	5/10/2022
38	USACE	C-1; Development Plan	VII; 4.5	94	5/10/2022
39	USACE	C-1; Development Plan	VII; 5.5	100	5/10/2022

(text being comment on:(Figures 6 and7), 1600 credits (Figures 8 and 9), CEQA credits (Figures 10 and 11), Swainson's hawk credits(Figures 12 and 13) These will all need to be updated with noting the Spineflower Intro area (and excluding that from crediting areas)
(text being commented on: Tables 2-8) Same comment as above, these will need to be updated as appropriate
(Table 2 Potential 404 Uniform Re-Establishment Credits in the Bank Properties) Update to exclude credits overlapping with Spineflower Intro Area
(Table 3 Potential 404 Preservation Credits in the Bank Properties) Update to exclude credits overlapping with Spineflower Intro Area
(Table 4 Potential CEQA Credits in the Bank Properties) Update to exclude credits overlapping with Spineflower Intro Area
(Table 5 Potential 1600 Credits in the Bank Properties) Update to exclude credits overlapping with Spineflower Intro Area
(Table 6 Potential CESA Credits in the Bank Properties) Update to exclude credits overlapping with Spineflower Intro Area
(Section 6.0 Perfromance Monitoring and Standards) Please confirm the Spineflower Intro Area does not overlap with any existing AA or transect monitoring areas. (or otherwise affect them)
(text being commented on: Exhibit D-6) Correct this Exhibit reference for LTMP
(Part VII. Section 1.0 Existing Conditions) As the Spineflower Intro Area will take place before this Area F phase of the bank, please include the Intro Area in the appropriate subsection of this section
(Section 2.1 Existing Conditions in Frakes Canyon Restoration Site) similar to above comment, please include info in this section on spinefower intro area that will pre-date this phase of the bank
(Section 2.4 Credits Generated in Frankes Canon Restoration Site) Please update for the Spineflower Intro Area, as appropriate
(Table 31 Potential Credits in the Frakes Canyon Restoration Site) Please update for the Spineflower Intro Area, as appropriate
(Section 3.4 Credits Generate in the Edgewater Canyon Restoration Site) Please update for the Spineflower Intro Area, as appropriate
(Table 34 Potential Credits in the Edgewater Canyon Restoration Site) Please update for the Spineflower Intro Area, as appropriate
(Table 37 Potential Credits in the Turkey Tail Floodplain Restoration Site) Please update for the Spineflower Intro Area, as appropriate
(Table 41 Potential Credits in the Joey Stream Restoration Site) Please update for the Spineflower Intro Area, as appropriate

The EL property crediting figures have been updated to exclude the Spineflower Introduction Area and note the easement area
Tables 2, 4, 5, and 6 have been updated
Table updated to exclude credits overlapping with spineflower introduction area
No adjustment needed, no overlap with preservation credits
Table updated to exclude credits overlapping with spineflower introduction area
Table updated to exclude credits overlapping with spineflower introduction area
Table updated to exclude credits overlapping with spineflower introduction area
There is no monitoring point within the spineflower easement area, however there is one directly above it. No edits made.
Revision made in text
Revision made in text
Introduction Area does not overlap with the Frakes Canyon Restoration Site which is the subject of this section. No edits made.
Introduction Area does not overlap with the Frakes Canyon Restoration Site which is the subject of this section. No edits made.
Introduction Area does not overlap with the Frakes Canyon Restoration Site which is the subject of this section. No edits made.
Introduction Area does not overlap with the Edgewater Canyon Restoration Site which is the subject of this section. No edits made.
Introduction Area does not overlap with the Edgewater Canyon Restoration Site which is the subject of this section. No edits made.
Introduction area does not overlap with the Turkey Tail Restoration Site which is the subject of this section. No edits made.
Introduction area does not overlap with the Joey Stream Restoration Site which is the subject of this section. No edits made.

40	USACE	C-1; Development Plan	VII;6.3	103	5/10/2022
41	USACE	C-1; Development Plan	VII;6.3	104	5/10/2022
42	USACE	C-1; Development Plan	Appendix A	Figure 2	5/10/2022
43	USACE	C-1; Development Plan	Appendix A	Figure 6	5/10/2022
44	USACE	C-1; Development Plan	Appendix A	Figure 8	5/10/2022
45	USACE	C-1; Development Plan	Appendix A	Figure 12	5/10/2022
46	USACE	C-1; Development Plan	Appendix A	Figure 15	5/10/2022
47	USACE	C-1; Development Plan	Appendix A	Figure 53	5/10/2022
48	USACE	C-1; Development Plan	Appendix A	Figure 63	5/10/2022
49	USACE	C-1; Development Plan	Appendix A	Figure 63	5/10/2022
50	USACE	C-1; Development Plan	Appendix A	Figure 64	5/10/2022
51	USACE	C-1; Development Plan	Appendix A	Figure 65	5/10/2022
52	USACE	C-1; Development Plan	Appendix A	Figure 66	5/10/2022
54	CDFW	D-5; LTMP	1.2	1	6/9/2021
55	CDFW	D-5; LTMP	1.2	1	6/11/2021
56	CDFW	D-5; LTMP	1.2	1	6/29/2021

(text being commented on: Credits generated in Area F of the Elizabeth Lake Bank Property outside of the restoration areas are summarized in Table 44 and shown in Figures 63-66). Please update for the Spineflower Intro Area, as appropriate
(Table 44 Potential Credits Outside Restoration Areas) Please update for the Spineflower Intro Area, as appropriate
(Figure 2. EL Bank Property Map) Please denote Spineflower Intro Area and acreage that's excluded (similar to Fig 3 and the SCE parcel)
(Figure 6. Summary of Section 404 Mitigation Types in the EL Bank Property) update to include easement area for Spineflower Intro Area
(Figure 8. Summary of Section 1600 Credits in the EL Bank Property) same comment as above
(Figure 12. Summary of Swainson's Hawk Foraging Habita Credits in the EL Bank Property) same comment as above
(Figure 15. Overview of the Mitigation Activites Planned in the EL Bank Property) include the Spineflower Intro Area and the fencing for that
(Figure 53. Area F - Location of the Restoration Sites in Area F). figure needs to include spineflower intro area cattle fencing
(Figure 63. Area F - 404 Mitigation Types) figure needs to include Spineflower Intro Area shaded as not credited area (under easement)
(Figure 63. Area F - 404 Mitigation Types) Updated table as appropriate
(Figure 64. Area F - 64 Mitigation Types) figure needs to include Spineflower Intro Area shaded as not credited area (under easement)
(Figure 65. Area F - 65 Mitigation Types) figure needs to include Spineflower Intro Area shaded as not credited area (under easement)
(Figure 66. Area F - Swainson's Hawk Mitigation Types) figure needs to include Spineflower Intro Area shaded as not credited area (under easement)
(text being commented on: For the purposes of this Long-term Management Plan “Bank Properties” refers to only those Areas for which the CEs have been recorded). This means that none of the spineflower language needs to be added here. It will be discussed in the LTMP and attachments at the time the CE is recorded.
(text being commented on: For the purposes of this Long-term Management Plan “Bank Properties” refers to only those Areas for which the CEs have been recorded). Think this means the different phases will be subject to this plan once the CEs have been recorded, so yes, update.
(text being commented on: For the purposes of this Long-term Management Plan “Bank Properties” refers to only those Areas for which the CEs have been recorded). Needs clarification

Table 44 updated.
Table 44 updated.
This area is being treated as an exisiting, non-creditable, easement. It is not being exluded from the Bank Property, or the CE. No edits made.
Figures have been updated to remove the Introduction Area
Figures have been updated to remove the Introduction Area
Figures have been updated to remove the Introduction Area
Figure is showing mitigation activies planned at EL to generate credits. Spineflower Introduction area fencing is not a credit generating mitigation activity. No edits made.
Figure is showing locations of restoration sites in Area F that generate credits. Spineflower introduction ara is not a credit generating restoration area. No edits made.
Figures have been updated to remove the Introduction Area
No adjustments to table is needed, Introduction Area is outside of these areas.
Figures have been updated to remove the Introduction Area
Figures have been updated to remove the Introduction Area
Figures have been updated to remove the Introduction Area
(pt 1 of 4 comments on the same line of text.) Added language to clarify that new phases of the bank will be subject to the LTMP only once a CE is recorded
(pt 2 of 4 comments on the same line of text.) Added language to clarify that new phases of the bank will be subject to the LTMP only once a CE is recorded
(pt 3 of 4 comments on the same line of text.) Added language to clarify that new phases of the bank will be subject to the LTMP only once a CE is recorded

53	USACE	D-5; LTMP	Cover page	NA	5/10/2022
57	USACE	D-5; LTMP	1.2	1	5/10/2022
58	USACE	D-5; LTMP	2.1	2	5/10/2022
59	USACE	D-5; LTMP	2.1	2	5/10/2022
60	USACE	D-5; LTMP	4	20	5/10/2022
61	USACE	D-5; LTMP	4	20	10/29/2018
62	USACE	D-5; LTMP	4	21	5/10/2022
63	USACE	D-5; LTMP	4	21	5/10/2022
64	USACE	D-5; LTMP	4.6	24	5/10/2022
65	USACE	D-5; LTMP	10	31	5/10/2022
66	USACE	D-5; LTMP	10.1	31	5/10/2022
67	USACE	D-5; LTMP	2.1.6	4	5/10/2022
68	USACE	D-5; LTMP	2.1.6	4	5/10/2022
69	USACE	D-5; LTMP	2.1.6	4	5/10/2022

Please update date, when all comments addressed; and version date in footer
(text being commented on: For the purposes of this Long-term Management Plan "Bank Properties" refers to only those Areas for which the CEs have been recorded). Iagree this needs clarification
(Section 1.3 Land Manager and Responsibilities. The Land Manager will be determined by the Property Owners, LV Lake Elizabeth, LLC (Elizabeth Lake Bank Property) and LV-BP Investors Ranch, LLC (Petersen Ranch Bank Property). The Land Manager, and subsequent Land Managers upon transfer, shall implement this Long-term Management Plan, managing and monitoring the Bank Property in perpetuity to preserve its habitat and conservation values in accordance with the BEI, and the conservation easement. Long-term management tasks shall be funded through the Endowment Fund. The Land Manager shall be responsible for providing an annual report to the IRT detailing the time period covered, an itemized account of the management tasks and total amount expended) There is no Land Manager in the BEI. The Property Owner or its successors or assigns are responsible for implementing this plan
(Section 2.1 Property Desctiption) Add footnote of legal description vs BEI docs
(Text being commented on: Responsibility for the management and maintenance of the Introduction Area, as defined in the Agreement and the Spineflower Introduction Plan, will rest with Newhall. Unless and until that Agreement is terminated. Added suggested sentence below. (Added text: In the event that the Agreement is terminated for any reason, the Introduction Area will revert to management by the Property Owner consistent with this Long-term Management Plan.)
(text being commented on: In the event that the Agreement is terminated for any reason, the Introduction Area will revert to management by the Property Owner consistent with this Long-term Management Plan.) What happens to this separate endowment, if it ended up being paid,in the event of termination? Shouldn't we add that the fencing, equipment, etc. will be removed by Newhall per the terms of the Agreement?
(in response to comment above) I agree
(text being commented on: Replaced Land Manager with Property Owner). Under the BEI, there is no Land Manager. The Property Owner is responsible for carrying out this Plan.
(text being commented on: strike out "Not a Part" areas) Not clear why this language is being removed from tasks
(Section 10.0 Funding and Task Prioritization) What happens to such endowment in the event the agreement is terminated? What funds maintenance of the cattle exclusion fencing if it remains in the event the easement agreement is terminated?
(text being commented on: 10.1 Funding). This section should state there is a separate endowment for the Introduction Area
add that the cost of the LTM by Newhall will be funded via a separate endowment?
(In response to comment above) This may be best
What happens to this separate endowment, assuming there was a Success Finding and it was paid, in the event of termination?

date on cover page and footer updated
(pt 4 of 4 comments on the same line of text.) Added language to clarify that new phases of the bank will be subject to the LTMP only once a CE is recorded
Edits accepted.
Footnote added to 2.1.6
Edit made by USACE in text
(part 1 or 2 comments on the same line of text) The Easement Agreement does not specify what happens to the separate endowment assuming a success finding, payment, and the even of termination. However, at that point, condemnation and default of the agreement are the only events that allow termination. In any respect the fate of the endowment will be between newall and their endowment holder and does not impact the mitigation bank. The mitigation bank's endowment is separate and unaffected. See response to comment #10 Sentence added to this section citing section in easement agreement that requires removal of all fencing, equipment, etc... in the event of termination.
See Response to comment #61
Edit made by USACE in text
Edit accepted. Implication is that areas surrounding introduction area will be monitored for impacts to bank habitats, similar to areas depicted as "Not a Part".
In the event that the Agreement is terminated for any reason, the Introduction Area will revert to management by the Property Owner consistent with the bank's Long-term Management Plan. The Spineflower LTM activities including maintenance of the spineflower fencing will not need to be maintained by the bank sponsor. The fate of the endowment will be between Newhall and their endowment holder and will not affect the mitigation bank. No edits made.
revision made in text
(pt 1 of 2 comments on the same line of text.) Made revision in text
(pt 2 of 2 comments on the same line of text.) Made revision in text
See response to comment #61

70	USACE	D-5; LTMP	2.1.6	4	5/10/2022
71	CDFW	D-5; LTMP	2.1.6	4	6/29/2021
72	USACE	D-5; LTMP	2.1.6	4	5/10/2022
73	CDFW	D-5; LTMP	3.1.6	12	6/9/2021
74	USACE	D-5; LTMP	3.1.6	12	5/10/2022
75	CDFW	D-5; LTMP	3.2.3	13	6/9/2021
76	USACE	D-5; LTMP	3.2.3	13	5/10/2022
77	CDFW	D-5; LTMP	Email	NA	7/21/2021
78	USACE	D-5; LTMP; App B	Cattle Exclusion Areas	6	5/10/2022
79	USACE	D-5; LTMP; App B	Cattle Exclusion Areas	6	5/10/2022
80	USACE	D-5; LTMP; App B	Cattle Exclusion Areas	7	5/10/2022
81	CDFW	D-5; LTMP; App B	Cattle Exclusion Areas	7	6/1/2021
82	CDFW	D-5; LTMP; App B	Cattle Exclusion Areas	7	10/3/2018
83	USACE	D-5; LTMP; App B	Cattle Exclusion Areas	7	5/10/2022
84	CDFW	D-5; LTMP; App B	Petersen Ranch Bank Property	1	6/29/2021
85	CDFW	D-5; LTMP; App B	Grazing Carying Capacity	Table 1; page 4	6/29/2021
86	CDFW	D-5; LTMP; App B	Email	NA	7/21/2021
87	CDFW	E-2.1; PAW	Email	NA	7/21/2021
88	CDFW	E-4.6; Conservation Easement EL Area F	Recital H	3	4/22/2022
89	USACE	E-4.6; Conservation Easement EL Area F	Recital H	3	4/25/2022
90	CDFW	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 1.	4	5/29/2021
91	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 3(p)	6	4/25/2022

The PAW when updated should show the Intriduction Area, as it does with everything else in this subsection
(text being commented on: Property Assessment and Warranty (Exhibit E-2 of the BEI).) This document will need to be updated to describe the new easements
(In response to comment above) As I understand, this will be done at a later time
Add description of spineflower introduction area (and pedestrian easement?) not being creditable area of the bank.
(In response to comment above) Would be best to add this to the above section addressing E.L.
mention spineflower reintroduction and potential to occur outside easement area?
(In response to comment above) Would be best in the E.L. section
Figure 4 and Figure 4 (not sure why these are the same figure number with different items on them) need to be updated to show the Newhall easements.
(text being commented on: Figure 2) I don't see that this figure has been provided. If not, please provide.
The proposed rule was withdrawn in March 2018
There's no reason to append Newhall's easement agreement or Introduction Plan to the Bank CE.
Newhall is responsible for all monitoring and management, including any grazing, within the enclosure as well, correct?
(text being commented on: this Long-term Management Plan) Shouldn't this mention that the fencing, equipment etc would be removed for the Introduction Area by Newhall?
(In response to comment above) Yes
(text being commented on: The Petersen Ranch Bank Property consists of seven pastures totaling 3,689 acres that are available for grazing (Figure 1, Figure 2).) This doesn't match Table 1
See comment above. Differs from site description. Acreage and number of pastures.
the amendment states that Figures 2, 5, 6, 9, 10 and 12 have been updated to remove introduction acreage from grazing areas/calculations. CDFW is not finding these figures in our files or RIBITS
PAW is not included in the amendment package in our file or RIBITS and will need to be updated.
The Spineflower Easement legal description describes the Introduction Area as 6.722 more or less. Please clarify the size of this area.
(In response to CDFWS comment on Recital H) The BEI amendment 2 cites 6.76 and adds a footnote. I have added below for consistency.
(text being commented on: This Conservation Easement will also allow for the maintenance and management of the Introduction Area by Newhall in accordance with the Introduction Plan, and as agreed upon in the Agreement). This Spineflower Easment allows for this, not this CE. This CE is a prohibitory document that restricts what can be done on the Property.
This will need to be a current title report when the bank sponsor seeks to add Area F into the bank.

comment noted.
(Pt 1 of 2 comments on the same line of text) Update to PAW and Title report to be made at a later time but before implementation of the Introduction area
(Pt 2 of 2 comments on the same line of text) Update to PAW and Title report to be made at a later time but before implementation of the Introduction area
(pt 1 of 2 comments on the same line of text).This section 3.1.6 addresses the Petersen Ranch Property, Revision made under Section 2.1.6 in above EL section.
(pt 2 of 2 comments on the same line of text).This section 3.1.6 addresses the Petersen Ranch Property, Revision made under Section 2.1.6 in above EL section.
(pt 1 of 2 comments on the same line of text) This section 3.2.3 addresses the Petersen Ranch Property, Revision made under section 2.2.3 which addresses the EL property.
(pt 2 of 2 comments on the same line of text) This section 3.2.3 addresses the Petersen Ranch Property, Revision made under section 2.2.3 which addresses the EL property.
Figure 4 dated March 2016 is the correct figure and matches the figure in the Elizabeth Lake PAW. This figure has been revised to show the Newhall easement.
Revised figure included in this submittal
comment noted and edit made in text by USACE
comment noted and edit made in text by USACE
yes, that is correct per Section 7b of the Easement Agreement. No edits made.
(pt 1 of 2 comments on the same line of text) added language from the Easement Agreement explaining this into the text
(pt 2 of 2 comments on the same line of text) added language from the Easement Agreement explaining this into the text
Table 1 includes pastures for both PR and EL Properties. Revised text to be consistent with Table 1
Updated site description and table 1 to be consistent and reflect updated information
Figure 2,5,6,9,10,12 in the LTMP App B have been updated to remove the spineflower introduction area from the acreas/calculations within these figures.
Per IRT conversations, this does not need to be updated at this time, but will need to be updated when Area F is implemented. No edit made.
(Pt 1 of 2 comments on the same line of text) edit made by USACE in text
(Pt 1 of 2 comments on the same line of text) edit made by USACE in text
edit made by CDFW in text
comment noted.

92	CDFW	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 3(q)	7	5/29/2021
93	CDFW	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 3(r)	7	5/29/2021
94	CDFW	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 5	8	5/29/2021
95	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 6(c)	8	4/25/2022
96	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 6(c)	8	4/27/2022
97	CDFW	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 6(c)	8	5/29/2021
98	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 6(c)	8	9/16/2021
99	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 12	14	9/16/2021
100	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 14(n)	19	9/16/2021

(text being commented on: Cause or consent to the release, or any action that threatens to cause the release, of any Hazardous Materials in, on, under, from, or in the immediate vicinity of the Introduction Area (changed in text to: Property) or cause or consent to the storage, use, disposal, deposit, treatment or abandonment of any underground storage tanks in, on, under, from or in the immediate vicinity of the (changed in text to: Property)

Why is this limited to the Introduction Area?

CDFW added this language to the CE under prohibited uses: *(r)Any activity on or use of the Introduction Area that interferes with or is otherwise inconsistent with the preservation and persistence of Spineflower is prohibited.*

(text being commented on: The Introduction Area shall be perpetually maintained, managed, and preserved in a natural condition and in conformance with the Introduction Plan. Implementation of the Introduction Plan will be the responsibility of Newhall, and not the Grantor. Grantor shall permit Newhall pedestrian access to carry out the Permitted Activities as defined in the Agreement to maintain and manage the Introduction Area. The balance of the Property, excluding the Introduction Area, shall be conserved, maintained and managed in perpetuity consistent with the IRT-approved Interim Management Plan and Long-term Management Plan.. In accordance with certain sections from the Agreement, including but not limited to Section 7.c.2., Section 11, Section 15, or Section 16, if Newhall becomes unable to perform agreed upon duties, Newhall's rights, as described in the Agreement shall terminate. In such case, Grantor is released from duties previously executed by Newhall within the Introduction Area, and the Grantor will be responsible for managing the Introduction Area according to the Long-term Management Plan.)

This is beyond the scope of this CE. The CE is a prohibitory document that restricts what can be done on the property--it does not govern management responsibilities. Grantor and Newhall are free to enter into a side agreement regarding management, but that is beyond the scope of this document.

(text being commented on: The infrastructure currently existing on the Property as depicted in the Long-term Management Plan includes, but is not limited to, storage tanks, ponds and a pipeline (largely located within existing roadways) for water extraction, storage and delivery; livestock structures; agricultural equipment; and safety equipment (fire and general).)

As part of the BEI amendment requested by the bank sponsor, the bank sponsor requested the infrastructure mapping be corrected in the LTMP. Any concern with statements here if the BEI graphics in the LTMP are not updated as part of the current BEI amendment 2?

(text being commented on: The infrastructure currently existing on the Property as depicted in the Long-term Management Plan includes, but is not limited to, storage tanks, ponds and a pipeline (largely located within existing roadways)

LTMP graphics should be updated

(text being commented on: Infrastructure that currently exists on the Property may continue to be used, replaced and maintained by Grantor and/or Newhall (removed and/or Newhall) as described in the Long-Term Management Plan, and any amendments there to)

Newhall is an assigned through the Spineflower Easement, so this is unnecessary.

Does the Introduction Plan provide for the property owner to use, replace, and maintain said Infrastructure?

(text being comented on: Attn: Steve Anderson)

Should this be updated to Shaye?

Does the EMA need to be revised to providr funding to address the Introduction Plan compliance by Grantee? If so, this will need to be a document included in the BEI amendment 2.

edit made by CDFW in text
Edit accepted, with modification to specify that "So long as the Spineflower Easement is in place, any activity or use. ..." this is needed to allow for potential for Spineflower Introduction to be unsuccessful, or terminated.
Edit accepted.
At this time we propose to only address the changes to Area F as it relates to the Spineflower Intorduction Area. No changes to infrastructure maps in other parts of the mitigation bank will be made at this time. Any change to infrastructure mapping and endowment fund analysis for other areas will be done in a later amendment as needed. No edits made.
At this time we propose to only address the changes to Area F as it relates to the Spineflower Intorduction Area. No changes to infrastructure maps in other parts of the mitigation bank will be made at this time. Any change to infrastructure mapping and endowment fund analysis for other areas will be done in a later amendment as needed. No edits made.
edit made in text by CDFW
Comment was resolved. Edits accepted.
I believe this should be Steve Anderson. This is the contact listed for Best Best & Krieger LLP in the DG CE document
Long-term management of the Introduction Area will be funded by Newhall via a separate endowment. No edits made.

101	CDFW	Easement Agreement	Email	NA	5/6/2021
102	USACE	F-1.1; Credit Evaluation	1	1	5/10/2022
103	USACE	F-1.1; Credit Evaluation	1	1	5/10/2022
104	CDFW	F-1.1; Credit Evaluation	1	1	5/11/2022
105	USACE	F-1.1; Credit Evaluation	1	1	5/10/2022
106	CDFW	F-1.1; Credit Evaluation	1	1	6/10/2021
107	CDFW	F-1.1; Credit Evaluation	1	1	6/10/2021
108	CDFW	F-1.1; Credit Evaluation	1	1	6/10/2021
109	CDFW	F-1.1; Credit Evaluation	2.1	Table 1; page 3	6/10/2021
110	USACE	F-1.1; Credit Evaluation	2.1	Table 1; page 3	5/10/2022
111	USACE	F-1.1; Credit Evaluation	2.1	Table 2; page 4	5/10/2022
112	CDFW	F-1.1; Credit Evaluation	2.2	Table 3; page 5	6/10/2021
113	CDFW	F-1.1; Credit Evaluation	2.4	Table 6; page7	6/28/2021

My concern is the exhibits contained in the Easement Agreement describe the introduction area as being 6.722 acres with an additional 1.9 acres for the access to the introduction area. It is unclear why there is a discrepancy in the acreage, 6.76 versus 6.722 plus 1.9 [...]

Update document version date in footer

(text being commented on: Comment by Nate Bello: 4,102.72 or 4,103?)
Prefer 4,103 as that is what the BEI numbers add up to.

(text being commented on: . An additional 319.92 acres have been dedicated to Southern California Edison (SCE) as a stand-alone sale of mitigation through a separate conservation easement)

The BEI says 320. Numbers below will change if this number is used.

(text being commented on: and 6.76 acres have been dedicated to The Newhall Land and Farming Company LLP for the introduction of the San Fernando Valley spineflower (Chorizanthe parryi var. fernandina), a State of California-listed endangered plant)

The proposed listing of this plan was withdrawn by the USFWS in March 2018.

(text being commented on: An additional 187.25 acres are subject to easements that do not conflict with the purposes of the Bank and have been included in the crediting determinations).

Does this include the 1.4? acres for the pedestrian access easement for Newhall?

(text being commented on: No more than 3,697.24 total credits can be transferred from the Bank from across all credit categories.)

Why does this number differ from the creditable acreage identified in the above paragraph?

(text being commented on: The resulting creditable acreage across the Bank Properties is 3,690.48).

3,690.76?

(Table 1: 404 Uniform Re-establishment Credits)

.83 credits removed

(text being commented on: 17.23) Wouldn't this total be 11.3 acres, with the removal of the 6.76 acres? (and the subtotals also adjusted accordindingl7)

(text being commented on: 9.22)

Any adjustment??

(Table 3: 1600 Credits)

.41 credits removed

(Table 6: CEQA Credits)

6.75 acres removed, not 6.76?

Addressed by N. Bello, 7/16/2021 via email: Regarding 6.76 v.s. 6.72 acres: It is common for there to be slight discrepancies between surveyor acreage calculations and GIS acreage calculations. The explanation is complicated (at least for me since I don't do surveying or GIS) but it has to do with ground measurements vs the projections used in the State Plane Coordinate System for GIS spatial analysis. Since we use GIS to do spatial analysis to calculate acreages and credits across the property, we have used the GIS acreage (6.76 acres) throughout the language of the easement agreement, and in all of the amendended BEI documents. This is consistent with all of the habitat mapping,delineations, etc... which were all done in GIS. The only place you will see " 6.722 acres more or less " is on the legal description that is attached to the easement agreement and was prepared by Newhall's surveyor. [Regarding 1.9 acres for access] We do not include an access acreage anywhere in the easement agreement or amendment package, so I am not clear where the 1.9 acre number is coming from.
footer updated
Thank you, comment noted
319.92 is the detailed acreage of the SCE and is already incorporated in the tables. Text edited for clarity.
comment noted and edit made by USACE in text
No, See response to comment #2. Pedestrian access only similar traffic to bank monitoring and management activities. No edit made.
I think this number was accidentally not update and should be 3,690.48 to match the above paragraph. Revised text to reflect this.
3,690.48 comes from 3,697.24 – 6.78. This acreage was adjusted to remove the 6.76 acres of the spineflower Introduction Area from the creditable acreage. No edits.
Correct. Consistent with crosswalk table Nate Bello emailed to CDFW on 7/16/2021. No edits.
These are uniform re-establishment credits, as opposed to acres. So the acres of (primarily buffer) have been converted to credits using the credit ratios in the BEI to determine appropriate debits. No edits.
No adjustment needed, no overlap with open water preservation
Correct. Consistent with crosswalk table Nate Bello emailed to CDFW on 7/16/2021. No edits made.
The total of 6.75 in this table is due to summing the above values which are rounded to two decimal places. See spineflower debits document Attachment F; Exhibit K-15 for details.

114	CDFW	F-1.1; Credit Evaluation	Email	NA	7/21/2021
115	CDFW	F-1.2; Credit Evaluation	Email	NA	7/21/2021
116	CDFW	F-1; Credit Evaluation	Email	NA	7/21/2021
117	USACE	Subordination Agreement	NA	1	5/11/2022
118	USACE	Subordination Agreement	NA	2	5/11/2022
119	USACE	Subordination Agreement	NA	2	5/11/2022
120	USACE	Subordination Agreement	NA	2	5/11/2022
121	CDFW	Subordination Agreement	Email	NA	5/12/2022
122	CDFW	Email	Email	NA	5/6/2021
123	CDFW	Email	Email	NA	5/6/2021
124	CDFW	Email	Email	NA	7/21/2021
125	USACE	Email	Email	NA	2/18/2021
126	USACE	Email	Email	NA	2/18/2021
127	USACE	Email	Email	NA	2/18/2021
128	USACE	Email	Email	NA	2/18/2021

I would still like a breakdown of how much of each credit type is being subtracted so it can more easily been determined if additional maps need modification or to verify the modified maps that were submitted. I know some of the credit maps, I think they are figures 63-66 show credits totals that have been reduced by 6.75 acres instead of 6.76.
Credit Crosswalk is also not included in our file or RIBITS and will need to be updated.
The amendment requests says that exhibits F-1.3.1, F-1.3.3, F-1.3.5 and F-1.3.7 have been updated with the reduced acreages; however, CDFW is not finding these in our file or RIBITS either.
(The Newhall Land and Farming Company) Added for clarity
(text being commented on: SRMA) Not mentioned in this document again so no need to introduce shorthand.
(text being commented on: WHEREAS, OWNER and NEWHALL agree that nothing herein contained shall alter the terms of the Agreement and the Memorandum herein described.) This reads like a term, not a recital. Moved.
Per the recitals, the Conservation Easement would have already been recorded, therefore, there is nothing to consent to.
The subordination agreement and the CE both need to have all the referenced Exhibits included in them to make a complete document.
You'll need to establish the exact acreage you are requesting be removed from the crediting before CDFW can really determine which documents need to be modified. Once the acreage is finalized, I would like to request that you provide a list of the Covered Species/Habitat credit types that will be affected by the removal of the introduction acreage and by how much for each credit type.
As I mentioned above, once we get the exact differences for each credit type affected, CDFW can more readily determine which exhibits need to be modified throughout the banking documents.
I am interested in hearing from the IRT about whether or not the access easement is a creditable area of the bank once the spineflower easement is in place.
(Provide) Tracked changes version of all documents
(Provide) .kmz file for the spineflower area, as well as for all figures to clearly depict/outline the spineflower area
Confirmation if any credits had been sold or not for the spineflower area
Is there a specific date by which the Sponsor needs to complete the amendment?

See spineflower debits document Attachment F; Exhibit K-15 for details.
Credit crosswalk showing number of the credits from within the introduction area that have been removed from the creditable area of the bank was sent by N. Bello on 7/16/21 via email. A revised F-1.2 is included in the resubmittal
Figures F-1.3.1, F-1.3.3, F-1.3.5 and F-1.3.7 have been updated with the reduced acreage from the spineflower introducation area
Newhall informed us that the subordination agreement has already been signed and is being held in the Spineflower Introduction escrow account.
Newhall informed us that the subordination agreement has already been signed and is being held in the Spineflower Introduction escrow account. They have asked if these edits are absolutely required, or if the subordination agreement can remain as-is. If it needs to be edited to reflect USACE edits, then Newhall Legal will have some additional edits.
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Newhall informed us that the subordination agreement has already been signed and is being held in the Spineflower Introduction escrow account. They have asked if these edits are absolutely required, or if the subordination agreement can remain as-is. If it needs to be edited to reflect USACE edits, then Newhall Legal will have some additional edits.
Exhibit F has been edited to reflect this and an additional document provided to clearly identify which credits have been deducted from potential acreage.
Comment superseded with more recent CDFW comments above.
yes, this area will creditable area. See response to comment #2. No edits made.
Previously addressed.
Previously Addressed by M. Tyner-Valencourt, 2/23/2021 via email: I will follow up with the kmz of the spineflower area asap. In the meantime, the figures in the amendment package show updated credit maps for Area F. All the figures show a blank area that represents the spineflower area being cut out of the credit map, as this area will no longer be able to generate credits for the mitigation bank to sell. Can you confirm that the IRT would like all the mitigation bank credit maps in this amendment package to be updated to include the boundary of the spineflower area as a feature and legend item?
Previously Addressed by M. Tyner-Valencourt, 2/23/2021 via email: The spineflower area is located in Area F, which has not yet been incorporated into the operational Petersen Ranch Mitigation Bank - there is no easement over Area F and it is not generating credits because it has not been established. Therefore no credits have been released or sold from Area F or the spineflower area.
Addressed by CDFW. June deadline. No edits needed.