Area F BEI Ammendment - Response to IRT Comments

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

Tracked Comment #	Comment Round	Agency	Document	Section	Page
1	1	USACE	A-2.2; EL Property	NA	NA
2	1	CDFW	BEI Amendment	Email	NA
3	1	USACE	BEI Amendment	Recitals	NA
4	1	USACE	BEI Amendment	Recitals	NA
5	1	USACE	BEI Amendment	H	NA
6	1	USACE	BEI Amendment	H	NA
7	1	USACE	BEI Amendment	I 2	NA
8	1	USACE	BEI Amendment	Agreement	NA

es discussion with IRT;

Comment Date
5/10/2022
5/6/2021
9/14/2021
9/14/2021
9/14/2021
9/14/2021

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.

CDFW Responses to resonses

CDFW agrees with the resonse. Area needs to be inlcuded on maps showing easements.

okay

CDFW agrees with addressing this change in the next amendment

CDFW agrees with addressing this change in the next amendment

okay

okay

agree

agree

WRA's Responses

9	1	USACE	BEI Amendment	Agreement	NA
10	1	USACE	BEI Amendment	Agreement 3	NA
11	1	USACE	BEI Amendment	Agreement 6	NA
12	1	USACE	BEI Amendment	Agreement 7	NA
13	1	USACE	BEI Amendment	Agreement 8	NA
14	1	USACE	BEI Amendment	Agreement 8	NA
15	1	CDFW	C-1; Development Plan	Email	NA
16	1	CDFW	C-1; Development Plan	Email	NA
17	1	CDFW	C-1; Development Plan	Email	NA
18	1	USACE	C-1; Development Plan	Cover Page	NA
19	1	USACE	C-1; Development Plan	Cover Page	NA

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(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?

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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

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

There are several inconsistencies in acreages between the Tables in Exhibit F-1.1 and Table 2 of Exhibit C-1. Example Ephemeral stream 5.6 in Ex F-1.1 vs 5.59 Ex C-1; Freshwater marsh 8.55 vs 8.56. Please double check all. Table 44 of Ex C-1 does not match up with numbers in Ex F-1.1. Cannot determine how numbers in F-1.1 relate to those in Figuree 63 of Ex C-1. Bare ground in Table 6 F1-1 is .30 while it is .70 in Figure 65 of Ex C-1.

okay

okay

Don't see new exhibits E and F in this submittal. CDFW legal provided comments on the subordination agreement.
F-1.2 and F-1.3 do not appear to have been included with the May 2022 submittal.

okay, if that was the point of the comment.

need Ex K-15 but with acreages for Area F only.

okay

okay

The 0.01 discrepancy between Exhibit C-1 and and Exhibit F-1.1 is a result of rounding to the second decimal place. When rounding to two significant figures the values can fluctuate by 0.01. Table 44 in Exh C-1 does not match Exhibit F-1.1 because Table 44 is showing the potential credits outside of the proposed restoration areas in Area F (i.e. excluding the Frakes Canyon, Edgewater Canyon, Turkey Tail, and Joey Stream Restoration Sites) where Exhibit F-1.1 is showing all credits within Area F. Figure 63 can not directly be compared to Table 1 in Exhibit F-1 because the figure is showing acre amount where Exhibit F-1 is showing the converted credit amounts. We will be revising Exhibit K-15 to include Area F specific tables which will help clarify this. Lastly, the legend in Figure 65 was corrected and is now consistent with Exhibit F-1

Exhibit E-4.6 will include the revised subordination agreement. Per USACE comment (5/10/2022), There's no reason to append Newhall's easement agreement or Introduction Plan to the Bank CE. (see comment 80)
F-1.2 and F-1.3 were included in the assembled PDF of the May 2022 submittal

Exhibit K-15 was revised to include tables showing Area F only

20	1	USACE	C-1; Development Plan	Footer	14
21	1	USACE	C-1; Development Plan	2.7.1	19
22	1	USACE	C-1; Development Plan	2.7.1	20
23	1	USACE	C-1; Development Plan	4.4	27
24	1	USACE	C-1; Development Plan	4.4	27
25	1	USACE	C-1; Development Plan	5.1	29
26	1	USACE	C-1; Development Plan	5.1	30
27	1	USACE	C-1; Development Plan	5.1	30
28	1	USACE	C-1; Development Plan	5.1	31
29	1	USACE	C-1; Development Plan	5.1	31
30	1	USACE	C-1; Development Plan	6	35
31	1	USACE	C-1; Development Plan	14	46
32	1	USACE	C-1; Development Plan	VII; 1	84
33	1	USACE	C-1; Development Plan	VII; 2.1	84
34	1	USACE	C-1; Development Plan	VII; 2.4	86
35	1	USACE	C-1; Development Plan	VII; 2.4	87
36	1	USACE	C-1; Development Plan	VII; 3.4	89
37	1	USACE	C-1; Development Plan	VII; 3.4	90

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(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
(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

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.
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.

okay

agree

made suggested edit

38	1	USACE	C-1; Development Plan	VII; 4.5	94
39	1	USACE	C-1; Development Plan	VII; 5.5	100
40	1	USACE	C-1; Development Plan	VII;6.3	103
41	1	USACE	C-1; Development Plan	VII;6.3	104
42	1	USACE	C-1; Development Plan	Appendix A	Figure 2
43	1	USACE	C-1; Development Plan	Appendix A	Figure 6
44	1	USACE	C-1; Development Plan	Appendix A	Figure 8
45	1	USACE	C-1; Development Plan	Appendix A	Figure 12
46	1	USACE	C-1; Development Plan	Appendix A	Figure 15
47	1	USACE	C-1; Development Plan	Appendix A	Figure 53
48	1	USACE	C-1; Development Plan	Appendix A	Figure 63
49	1	USACE	C-1; Development Plan	Appendix A	Figure 63
50	1	USACE	C-1; Development Plan	Appendix A	Figure 64
51	1	USACE	C-1; Development Plan	Appendix A	Figure 65
52	1	USACE	C-1; Development Plan	Appendix A	Figure 66
54	1	CDFW	D-5; LTMP	1.2	1

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(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
(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.

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.
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

okay

55	1	CDFW	D-5; LTMP	1.2	1
56	1	CDFW	D-5; LTMP	1.2	1
53	1	USACE	D-5; LTMP	Cover page	NA
57	1	USACE	D-5; LTMP	1.2	1
58	1	USACE	D-5; LTMP	2.1	2
59	1	USACE	D-5; LTMP	2.1	2
60	1	USACE	D-5; LTMP	4	20
61	1	USACE	D-5; LTMP	4	20
62	1	USACE	D-5; LTMP	4	21
63	1	USACE	D-5; LTMP	4	21
64	1	USACE	D-5; LTMP	4.6	24

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(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

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

(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
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".

okay

okay
thank you

okay

65	1	USACE	D-5; LTMP	10	31
66	1	USACE	D-5; LTMP	10.1	31
67	1	USACE	D-5; LTMP	2.1.6	4
68	1	USACE	D-5; LTMP	2.1.6	4
69	1	USACE	D-5; LTMP	2.1.6	4
70	1	USACE	D-5; LTMP	2.1.6	4
71	1	CDFW	D-5; LTMP	2.1.6	4
72	1	USACE	D-5; LTMP	2.1.6	4
73	1	CDFW	D-5; LTMP	3.1.6	12
74	1	USACE	D-5; LTMP	3.1.6	12
75	1	CDFW	D-5; LTMP	3.2.3	13
76	1	USACE	D-5; LTMP	3.2.3	13
77	1	CDFW	D-5; LTMP	Email	NA
78	1	USACE	D-5; LTMP; App B	Cattle Exclusion Areas	6
79	1	USACE	D-5; LTMP; App B	Cattle Exclusion Areas	6
80	1	USACE	D-5; LTMP; App B	Cattle Exclusion Areas	7
81	1	CDFW	D-5; LTMP; App B	Cattle Exclusion Areas	7
82	1	CDFW	D-5; LTMP; App B	Cattle Exclusion Areas	7
83	1	USACE	D-5; LTMP; App B	Cattle Exclusion Areas	7
84	1	CDFW	D-5; LTMP; App B	Petersen Ranch Bank Property	1
85	1	CDFW	D-5; LTMP; App B	Grazing Carying Capacity	Table 1; page 4
86	1	CDFW	D-5; LTMP; App B	Email	NA

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5/10/2022
5/10/2022
6/1/2021
10/3/2018
5/10/2022
6/29/2021
6/29/2021
7/21/2021

(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?
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

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
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.

okay

okay

okay with completing upon recordation of CE for Area F

okay with completing upon recordation of CE for Area F

okay

okay

okay

okay

Figure?

I still don't see the figures for the LTMP

did the comment mean to refer to the LTMP?

okay+I84

okay

okay

okay

okay

Figures not included with May 2022 LTMP submittal.

revised figure was included in the assembled PDF of the document submitted in May 2022
revised figure was included in the assembled PDF of the document submitted in May 2022

This comment was made on text in the LTMP App B. The text text being commented on was "Exhibit E-4.6 Appendix A". In the last round of revisions the Introduction Plan and Easement Agreement were removed as appendices/exhibits to the Exhibit E-4.6

revised figures were included in the assembled PDF of the document submitted in May 2022

87	1	CDFW	E-2.1; PAW	Email	NA
88	1	CDFW	E-4.6; Conservation Easement EL Area F	Recital H	3
89	1	USACE	E-4.6; Conservation Easement EL Area F	Recital H	3
90	1	CDFW	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 1.	4
91	1	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 3(p)	6
92	1	CDFW	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 3(q)	7
93	1	CDFW	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 3(r)	7
94	1	CDFW	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 5	8
95	1	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 6(c)	8
96	1	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 6(c)	8

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4/22/2022
4/25/2022
5/29/2021
4/25/2022
5/29/2021
5/29/2021
5/29/2021
4/25/2022
4/27/2022

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.

(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

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.
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.

agree

okay

okay

okay

okay

See version with CDFW and USACE comments.

okay

agree in the interest of time.

agree in the interest of time.

97	1	CDFW	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 6(c)	8
98	1	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 6(c)	8
99	1	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 12	14
100	1	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restricstion; 14(n)	19
101	1	CDFW	Easement Agreement	Email	NA
102	1	USACE	F-1.1; Credit Evaluation	1	1
103	1	USACE	F-1.1; Credit Evaluation	1	1
104	1	CDFW	F-1.1; Credit Evaluation	1	1
105	1	USACE	F-1.1; Credit Evaluation	1	1
106	1	CDFW	F-1.1; Credit Evaluation	1	1
107	1	CDFW	F-1.1; Credit Evaluation	1	1
108	1	CDFW	F-1.1; Credit Evaluation	1	1
109	1	CDFW	F-1.1; Credit Evaluation	2.1	Table 1; page 3

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9/16/2021
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9/16/2021
5/6/2021
5/10/2022
5/10/2022
5/11/2022
5/10/2022
6/10/2021
6/10/2021
6/10/2021
6/10/2021

(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.

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

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.
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.

okay

okay

okay

per the description of the access easement in the easement agreement. Since the access route is being management per the LTMP and is part of the crediting, not mentioning the acreage is okay.

okay

agree

Should be part of the next BEI amendment then.

okay

okay

okay

okay

okay

no change was made to credits or tables for this amendment/round of revisions, this edit was only meant to clarify the detailed acreage of the SCE site.

110	1	USACE	F-1.1; Credit Evaluation	2.1	Table 1; page 3
111	1	USACE	F-1.1; Credit Evaluation	2.1	Table 2; page 4
112	1	CDFW	F-1.1; Credit Evaluation	2.2	Table 3; page 5
113	1	CDFW	F-1.1; Credit Evaluation	2.4	Table 6; page7
114	1	CDFW	F-1.1; Credit Evaluation	Email	NA
115	1	CDFW	F-1.2; Credit Evaluation	Email	NA
116	1	CDFW	F-1; Credit Evaluation	Email	NA
117	1	USACE	Subordination Agreement	NA	1
118	1	USACE	Subordination Agreement	NA	2
119	1	USACE	Subordination Agreement	NA	2
120	1	USACE	Subordination Agreement	NA	2
121	1	CDFW	Subordination Agreement	Email	NA

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5/10/2022
6/10/2021
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7/21/2021
7/21/2021
5/11/2022
5/11/2022
5/11/2022
5/11/2022
5/12/2022

(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?
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.

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.
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.
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.
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.
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.

okay

okay

okay

Still do not understand why CEQA credits are short .01 acre.

Yes, that is exactly what I was looking for but need same thing for Area F only.

Totals in Tables in Ex F-1.1 differ from totals in Ex K by .01 acres per occurance. Do not see a revised F-1.2 in the May 2022 submittal.

Where can I find these?

Edits will need to be incorporated per recommendation of CDFW and USACE legal.

Edits will need to be incorporated per recommendation of CDFW and USACE legal. IRT needs to approved before being signed. Legal description of the property inlcuded as an exhibit (Exhibit A) to the subordination agreement (Exhibit D) differs from the legal description included in the CE for Area F (also Exhibit A).

Edits will need to be incorporated per recommendation of CDFW and USACE legal. IRT needs to approved before being signed. Legal description of the property inlcuded as an exhibit (Exhibit A) to the subordination agreement (Exhibit D) differs from the legal description included in the CE for Area F (also Exhibit A).

Edits will need to be incorporated per recommendation of CDFW and USACE legal. IRT needs to approved before being signed. Legal description of the property inlcuded as an exhibit (Exhibit A) to the subordination agreement (Exhibit D) differs from the legal description included in the CE for Area F (also Exhibit A).

The 0.01 discrepancy is a result of rounding to the second decimal place. See Exhibit K-15 for tables showing Area F only

Tables for Area F only have been added to Exhinit K-15
The 0.01 discrepancy is a result of rounding to the second decimal place. A revised F-1.2 was included in the assembled PDF of Exhibit F-1 in the May 2022 submittal
revised figures were included in the assembled PDF of Exhibit F-1 submitted in May 2022

Response in document by James Rusk copied here: "The specific language here is required by Civil Code 2953.3. While the applicability of the language is debatable, as Newhall does not hold a security interest, since we're including it I'd suggest we retain the statutory language."

The IRT revised Subordination Agreement will replace the Subordination Agreement in the Amendment Package

The IRT revised Subordination Agreement will replace the Subordination Agreement in the Amendment Package. For the legal descriptions, Exhibit A from Exhibit E-4.6 is for the Property subject to the Conservation Easement in Area F. This is the correct legal description and we will replace Exhibit A to the Subordination Agreement (Exhibit D) with it so they are consistent.

See response above

See response above

122	1	CDFW	Email	Email	NA
123	1	CDFW	Email	Email	NA
124	1	CDFW	Email	Email	NA
125	1	USACE	Email	Email	NA
126	1	USACE	Email	Email	NA
127	1	USACE	Email	Email	NA
128	1	USACE	Email	Email	NA
129	2	CDFW	IRT added to Matrix Re. Att D_Ex E-4.6 CE	matrix	Ex A and Ex D
130	2	CDFW	IRT added to Matrix Re. BEI Amendment	Item 6 of the Agreement	4
131	2	CDFW	IRT added to Matrix Re. LTMP	Figures	Figures
132	2	CDFW	IRT added to Matrix Re. Development Plan	Figure 17	
133	2	USACE	C-1; Development Plan	Executive Summary	NA
134	2	USACE	C-1; Development Plan	2.1	3
135	2	USACE	C-1; Development Plan	16	39

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7/21/2021
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2/18/2021
5/25/2022
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5/31/2022
5/24/2022

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?
Legal description of the property inlcuded as an exhibit (Exhibit A) to the subordination agreement (Exhibit D) differs from the legal description included in the CE for Area F (also Exhibit A).
Added "A new" to the beginning of the sentence and a period at the end.
Need updated figures that are referenced here as having been included in the May 2022 submittal.
Other easements should be depicted on this map.
(text being commented on: The Bank Properties will be established in multiple phases comprised of six geographic areas (Area A – Area F) through implementation of this Development Plan and Bank Enabling Instrument (BEI), which will define the establishment/re-establishment, rehabilitation, preservation, and enhancement activities, monitoring methods, and the recordation of a conservation easement over the entirety of the Bank Properties (deleted text) areas of the Bank within established phases will be held under Conservation Easement into perpetuity (text that replaced delted text).) There will be more than 1 CE. Suggest revising for consistency with section 14 herein.
(text being commented on is an in-text reference to Figures 1-3 regarding bank locations) Figure 2 still needs boundary of Spineflower Intro Area added (as done with SCE parcel on Fig 3)
(Text being commented on: The Bank will be protected through the recordation of a conservation easement (deleted text) The areas of the Bank within established phases will be held under Conservation Easement into perpetuity. (revised text)) There will be more than 1 CE. Suggest revising for consistency with Section 14 herein.

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.
Exhibit A from Exhibit E-4.6 is for the Property subject to the Conservation Easement in Area F. This is the correct legal description and we will replace Exhibit A to the Subordination Agreement (Exhibit D) with it so they are consistent.
"a new" added in front of "Exhibit K-15"
These figures were included in the assembled PDF version of the document. We will provide a separate PDF of just figures for targeted review
Figure revised and will be included in June 2022 subittal
Edit made by USACE in text
Figure revised and will be included in June 2022 subittal
Edit made by USACE in text

Exhibt K does this nicely although totals differ from those in Ex F-1.1

Exhibt K does this nicely although totals differ from those in Ex F-1.1

okay
okay

agree
agree

The 0.01 discrepancy is a result of rounding to the second decimal place. See Exhibit K-15 for tables showing Area F only

See response above

136	2	USACE	D-5; LTMP	1.1	1
137	2	USACE	D-5; LTMP	2.1.5	4
138	2	USACE	D-5; LTMP	5	25
139	2	USACE	E-4.6; Conservation Easement EL Area F	Recitals H	3
140	2	USACE	E-4.6; Conservation Easement EL Area F	Recitals H	3
141	2	USACE	E-4.6; Conservation Easement EL Area F	Recitals I	3
142	2	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restriction; 2(b) Grantee's Rights	4

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(text being commented on is an in-text reference to Figures 2 EL Bank Property) Spineflower Intro Area needs to be on this figure, as done with SCE parcel on Fig 3
(text being commented on: Credits will not be requested for the Petersen Ranch Mitigation Bank for land located under the Introduction Area) This does not seem relevant for the LTMP.
(Regarding spacing between section 4.6.6 and section 5.0 heading) Edit spacing
(text being commented on was April date in sentence: A Memorandum of Easement setting forth certain terms of the Spineflower Easement was recorded on April 19, 2018 in the official records of Los Angeles, California, as Instrument No. 20180378070) Suggest revising for internal consistency.
(text being commented on, specifally regarding Exhibit D: Immediately following recordation of this Conservation Easement, the Grantor will record a subordination agreement, substantially in the form attached hereto at Exhibit "D," subordinating the Spineflower Easement and Memorandum of Easement to this Conservation Easement.) Paragraph 4b of the Easement Agreement states "if at the time of recordation of this Agreement, the Conservation Easement referred to in Section 7a has not been recorded ... then as a condition to the recordation of this Agreement, a subordination agreement approved for signature and recordation by the IRT, must have been signed and acknowledged by an authorized signatory of Grantee..." Newhall should not have signed before receiving approval for signature by the IRT per the Easement Agreement. The subordination agreement needs to incorporate the CDFW and USACE edits.
(text being commented on: So long as the Spineflower Easement remains in effect, the Introduction Area will be managed in accordance with that certain San Fernando Valley Spineflower Introduction Plan ("Introduction Plan") dated as of August 2017 prepared by Dudek, which is incorporated herein by reference and is on file at the respective offices of the members of the IRT, and the remainder of the Property will be managed in accordance with the Interim Management Plan and Long-term Management Plan) Revised recital to be consistent with Development Plan and LTMP.
(Text being comment on: (b) To enter the Property at reasonable times and with twenty four (24) hours' notice to Grantor, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and as applicable, the BEI, the Development Plan, the Interim Management Plan, the Introduction Plan and the Long-term Management Plan and, where appropriate, to implement at Grantee's sole discretion the Development Plan, Interim Management Plan, and Long-term Management Plan and (if applicable) Introduction Plan (deleted text) activities that have not been implemented, provided that Grantee shall not unreasonably interfere with Grantor's authorized use, and quiet enjoyment of the Property. SRMA as grantee would not be doing the work, but SRMA as Newhall's land manager. We need to keep the roles separate.

Figure revised and will be included in June 2022 subittal
Edit made by USACE in text
edit incorporated
Edit made by USACE in text
The IRT revised Subordination Agreement will be included in the Area F CE as part of the Amendment Package
Edit made by USACE in text
Edit made by USACE in text

143	2	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restriction; 6 €	8
144	2	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restrictions; 14.i.6.n Funding	17
145	2	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restrictions; 14.i.6.n Funding	17
146	2	USACE	E-4.6; Conservation Easement EL Area F	Covenants, Terms, Conditions and Restrictions; 14.i.6.n Funding	17
147	2	USACE	F-1.1; Credit Evaluation	Introduction	1
148	2	USACE	F-1.1; Credit Evaluation	Introduction	1
149	2	USACE	F-1.1; Credit Evaluation	Credit Methodology	1

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(Deleted text: Notwithstandng any other provision of this Conservation Easement, Newhall, its agents and assigns shall be permitted to carry out all Permitted Activities, as that term is defined in the Spineflower Easement, so long as the Spineflower Easement remains in effect. Nothing in this Conservation Easement is intended or shall be deemed to prohibit any of the Permitted Activities or to limit the rights granted to Newhall under the Spineflower Easement.)

This section relates to rights reserved by the Grantor and is not written from that standpoint. In addition, this is already provided for in the subordination agreement as revised by CDFW and USACE.

(Comment made on "Funding" header)

The comment re. whether the EMA needs to be revised to provide funding to address Introduction Plan compliance by Grantee has not been addressed.

(Deleted text: Upon the Success Finding, as that term is defined in the Spineflower Easement, Spineflower Long-Term Management activities within the Introduction Area will be funded by Newhall through a separate endowment)

This does not appear applicable to this CE because SRMA as grantee would not be using such endowment.

(text being commented on: Separate endowment funding for Grantee's duties is specified in and governed by the same Endowment Management Agreement attached hereto as Exhibit E.)

Why was this deleted? This is here to inform successor grantee's that there is funding for the grantee duties specified herein, and this funding is separate and apart from the Spineflower endowment.

In addition, the comment re. whether the grantee duties endowment funding needed to be revised to provide funding to address Introduction Plan compliance with the terms and conditions of this CE by Grantee has not been addressed. Compliance monitoring funding by grantee is paid for via this separate endowment and this CE adds an additional compliance element by grantee. It's not clear if grantee has sufficient monies via the grantee duties endowment or whether it needs to be revised to provide additional monies. We would like SRMA to weigh in on this issue.

(comment on use of "Conservation Easemens" in text: An additional 187.25 acres are subject to easements that do not prevent or conflict with the terms of Conservation Easements (revised text) purpose of the Bank (deleted text) and have been included in the Crediting determinations.)

Suggest changing to be consistent with PAW

(Commenting on use of term "Credit" - changes to capitilize the word in this paragraph were made)

Use of defined terms in the BEI should be capitalized in this document.

(Comment on use of "Properties" in "Bank Properties" - see below)

Should this just say the Bank?

Edit made by USACE in text
WRA is coordinating with SRMA and Newhall on the outstanding question related to the easement compliance funding
Edit made by USACE in text
WRA is coordinating with SRMA and Newhall on the outstanding question related to the easement compliance funding
Edit made by USACE in text
Edit made by USACE in text
(Pt 1 of 2 comments on the same line of text) revision made in text

150	2	CDFW	F-1.1; Credit Evaluation	Credit Methodology	1
151	2	CDFW	F-1.1; Credit Evaluation	2.1 Table 1	3
152	2	CDFW	F-1.1; Credit Evaluation	2.1 Table 1	3
153	2	CDFW	F-1.1; Credit Evaluation	2.1 Table 1	3
154	2	CDFW	F-1.1; Credit Evaluation	2.1 Table 1	3
155	2	CDFW	F-1.1; Credit Evaluation	2.1 Table 1	3
156	2	CDFW	K-15	Table 1	2

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(Regarding comment above) Yes.
(Table 1. 404 Uniform Re-Establishment Credits - Ephemeral Stream, Area F, 2.00) Total 5.6 differs from 5.59 in corresponding Development Plan table.
(Table 1. 404 Uniform Re-Establishment Credits - Freshmater Marsh, Area F, 8.14) Total 8.55 differs from 8.56 in corresponding Development Plan table.
(Table 1. 404 Uniform Re-Establishment Credits - Seasonal Weltand, Area D, 2.78) Total 38.67 differs from 38.66 in corresponding Development Plan table.
(Regarding comment above) Slight inconsistencies occur throughout these tables. Please make sure all numbers are consistent between documents.
(Regarding comment above) Recommend adding a total columns so that this can easily be compared to totals in Development Plan
(Comment made on table header: "Table 1. Potential 404 Uniform Re-Establishment Credits in the Elizabeth Lake Bank Property") These numbers correspond to the ones in Tables 2-8 of the Development Plan, which appear to be for the entire Bank, not just Elizabeth Lake area or Area F. CDFW would like to see these numbers specific to Area F.

(Pt 2 of 2 comments on the same line of text) revision made in text
The 0.01 discrepancy between Exhibit C-1 and Exhibit F-1.1 is a result of rounding to the second decimal place. When rounding to two significant figures the values can fluctuate by 0.01.
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The tables in the Ex C-1 and F-1 can go up or down by 0.01 due to rounding to the second decimal place.
That is correct, these tables are for the entire bank. We will add tables showing numbers specific to Area F.