

U.S. FISH AND WILDLIFE SERVICE  
SPECIAL TERMS AND CONDITIONS FOR PERMIT #TE72132B-0

- E. Acceptance of this permit serves as evidence that the permittee, Oregon Department of State Lands (DSL), and its authorized agents understand and agree to abide by the terms and conditions of this permit and all applicable sections of Title 50 Code of Federal Regulations, parts 13, 17, and 21 pertinent to FWS permits.
- F. The authorization granted by this permit is subject to:
1. Full and complete compliance with, and implementation of the Greater Sage-Grouse (*Centrocercus urophasianus*) Candidate Conservation Agreement with Assurances between the Oregon State Land Board, Oregon Department of State Lands, and the U.S. Fish and Wildlife Service (CCAA).
  2. These permit terms and conditions shall supersede and take precedence over any inconsistent provisions in the CCAA or other documents associated with this 10(a)(1)(A) enhancement of survival permit.
  3. Full and complete compliance with any applicable local, state, or Federal law, regulation, or restriction governing the site and the covered activities. This includes laws and regulations pertaining to but not limited to, wildlife, land use, water quality, air quality, local economy, and historic and archeological resources.
- G. The permittee will develop sage-grouse habitat assessments (SGHAs) consistent with the CCAA for each grazing parcel that they administer on behalf of the Oregon State Land Trust. Upon receiving a document of concurrence from the U.S. Fish and Wildlife Service (Service) approving the SGHA, permittee will enroll the parcel under the CCAA and implement the applicable conservation measures.
- H. The Service will implement all agreed upon responsibilities in *Section 9* of the CCAA, *Responsibilities of the Parties*, with the following additions/clarifications: The Service will approve an SGHA only after determining that it meets the CCAA standard which states: "*When evaluating a potential CCAA, the Service must determine that the benefits of conservation measures to be implemented by a property owner under a CCAA, when combined with those benefits that would be achieved if the conservation measures were also to be implemented on other necessary properties, would preclude or remove any need to list the covered species.*"
- I. If mitigation actions for offsite developments are proposed on parcels, permittee must notify the Service to ensure that the actions being implemented do not conflict with the agreed upon provisions in the SGHA and have applicable mitigation agreements in place.
- J. **Incidental Take Authorization:** Incidental take of greater sage-grouse is anticipated in the form of harm, harassment, and mortality. The amount of take authorized will be proportional to the number of acres of Preliminary Priority Habitat (PPH) and Preliminary General Habitat (PGH) in approved SGHAs. However, no take is authorized

unless at least 25% of the covered area has approved SGHAs. If all eligible lands are enrolled under the CCAA, the Service would exempt incidental take from covered activities of an average of 33 *sage-grouse* per year based on a rolling 5-year average, as specified in Section 12. *Authorized Take* of the CCAA. The Service will update the amount of authorized take and provide this information to the permittee in the document of concurrence as SGHAs are approved for parcels to be enrolled under the CCAA.

**K.** Upon locating any dead or injured sage-grouse, permittee shall immediately notify the appropriate Service or Oregon Department of Fish and Wildlife (ODFW) office (see item P below). Instructions for proper handling and disposition of such specimens shall be given by the appropriate Service or ODFW office. Care must be taken in handling sick or injured birds to promote effective treatment and in handling dead specimens to preserve biological material in the best possible state.

**L. Assurances:** The assurances provided for in the CCAA through this permit are those in 50 CFR 17.22(d)(5) or 17.32(d)(5), as applicable. These assurances apply to permittee provided that the CCAA is being implemented as agreed upon.

**M. Reporting Requirements:** The DSL will implement all agreed upon responsibilities in Section 9 of the CCAA, *Responsibilities of the Parties*, with the following additions/clarifications:

1. Annual reports for each SGHA must be completed and sent to the USFWS office indicated under item P by January 31<sup>st</sup> for the previous calendar year.
2. Annual reports will contain the following information:
  - i. Acres of habitat and quantification of acres that are designated as PPH or PGH.
  - ii. Current ecological state of parcel lands. (State A, B, etc. of the State and Transition models in *Appendix C of the CCAA*.)
  - iii. Conservation Measures (CMs) implemented in the reporting year for each SGHA (This is equivalent to compliance monitoring.).
  - iv. Effectiveness of CMs implemented and factors that influenced both positive and negative outcomes.
  - v. Summary of monitoring data collected for the year, including trend data, effectiveness monitoring and any other monitoring results.
    1. For each monitoring unit (pasture etc.) provide compiled results of trend data collected including: estimates of cover percentages of perennial species (sagebrush, forbs and grasses), density of perennial species (sagebrush, forbs and grasses), annual grass presence and general abundance.
    2. Compare trend data to initial baseline date and provide an indication of the direction the site is trending.
  - vi. Any adaptive management strategies that were implemented and any changes to agreed upon CMs in the original SGHA.
  - vii. Photos from all photo point monitoring.
  - viii. Annual Grazing and Habitat Summary Forms.

- ix. Changed circumstances that have occurred and CM's or CCCM's implemented to respond to the changed circumstance.
  - 3. A map on 8.5" X 11" paper showing: the county boundary, the covered area/allotment boundary, background NAIP imagery, lands designated as PPH/PGH, and monitoring units/parcels and ecological states of parcels.
- N. The CCAA is in effect upon approval of the agreement and will have a duration of 30 years from the date it is signed. The CCAA may be renewed before it expires. The CCAA will cover the permittee as long as they are fully implementing their conservation commitments under the CCAA and SGHAs, and the terms and conditions of the permit, from the date the CCAA is signed until the end of their participation in the CCAA either through expiration or termination.
- O. This permit will have a duration that is concurrent with the CCAA, and like the CCAA, it may be renewed prior to expiration. Incidental take authorization specified in this permit will become effective if and at such time that the greater sage-grouse (*Centrocercus urophasianus*) becomes listed as either threatened or endangered under the Endangered Species Act. The permit will cover the permittee as long as they are fully implementing their conservation commitments under the CCAA, their SGHA, and the terms and conditions of the permit, from the date the CCAA is signed until the end of their participation in the CCAA either through expiration or termination.
- P. Include Permit TE72132B-0 on reports and any other correspondence to the Service associated with implementation of the CCAA. The contact offices of the Service and the ODFW are as follows:

Field Supervisor  
U.S. Fish and Wildlife Service  
2600 SE 98<sup>th</sup> Ave, Suite 100  
Portland, OR 97206  
Tel: (503) 231-6179  
Fax: (503) 231-6195

District Biologist  
Oregon Department of Fish and Wildlife  
Bend Deschutes Watershed District Office  
61374 Parrell Rd.  
Bend, OR 97702;  
Tel: (541) 388-6363  
Fax: (541) 388-6281

**END**