



DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE

**FEDERAL FISH AND WILDLIFE PERMIT**

3-201  
(1/97)

2. AUTHORITY-STATUTES  
16 USC 1539(a)(1)(A)  
REGULATIONS (Attached)  
50 CFR §§ 13 & 17

3. NUMBER  
TE224081-0

4. RENEWABLE	5. MAY COPY
<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> YES
<input type="checkbox"/> NO	<input type="checkbox"/> NO

6. EFFECTIVE	7. EXPIRES 8/1/2038
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1. PERMITTEE

Vermejo Park Ranch  
1123 Research Drive  
Bozeman, Montana 59718  
Phone: 406-581-0007  
Alternate Phone: 406-556-8500  
e-mail: carter.kruse@retranches.com

8. NAME AND TITLE OF PRINCIPAL OFFICER (if #1 is a business)  
Russell L. Miller, Vice President

9. TYPE OF PERMIT  
Endangered Species – Incidental Take

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED

Within Colorado and New Mexico, perennial waters within this area include the #1 or Costilla Creek, #2 or Casias Creek, East Fork Costilla Creek, West Fork Costilla Creek, #1 Lake, #2 Lake, the Glacier Lakes, the Seven Lakes complex, Casias Lakes, Beaver Lake, Long Canyon Creek, Santistevan Creek, Costilla Reservoir, Costilla Creek immediately downstream of the reservoir, and their associated tributaries

11. CONDITIONS AND AUTHORIZATIONS:

- A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2, ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORDANCE WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.
- B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL OR OTHER FEDERAL LAW. THIS PERMIT DOES NOT WAIVE THE OBLIGATION TO ABIDE BY OTHER FOREIGN, STATE, LOCAL OR FEDERAL LAW IN CARRYING OUT AUTHORIZED ACTIVITIES.
- C. VALID FOR USE BY PERMITTEES NAMED ABOVE.

12. REPORTING REQUIREMENTS  
Annual reports are due March 1.

ISSUED BY:

TITLE  
Deputy Regional Director

DATE  
7/22/2013

- D. Acceptance of this permit serves as evidence that the Permittee(s) understand and agree to abide by the terms and conditions of this permit and all applicable sections of 50 CFR 13, 17, and 21 pertinent to issued FWS permits.
- E. The authorization granted by this permit is subject to:
1. Full and complete compliance with, and implementation of, the terms and conditions of the Rio Grande Cutthroat Trout Candidate Conservation Agreement with Assurances (CCAA) and all specific terms and conditions contained in this permit.
  2. These permit terms and conditions shall supersede and take precedence over any inconsistent provisions in the CCAA or other documents associated with this section 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 those conservation practices (as described within the CCAA pertaining to, but not limited to, wildlife, land use, water quality, air quality, local economy, and cultural resources.
  4. Compliance with all necessary and required permits and licenses applicable to the fulfillment of the CCAA.
- F. Vermejo Park Ranch will be responsible for implementing and administering the CCAA:
1. In cooperation with New Mexico Department of Game and Fish, (NMDGF), Vermejo Park Ranch will install temporary upstream migration barriers on their lands and waters to prevent the threat of upstream migration of nonnative fishes into restored stream sections and to facilitate nonnative removal efforts.
  2. Vermejo Park Ranch will purchase the piscicides needed to remove nonnative fish from waters on the covered lands and waters, excluding Costilla Reservoir.
  3. Vermejo Park Ranch will discontinue stocking of nonnative trout into the covered lands and waters.
  4. Vermejo Park Ranch will conduct land use activities in the covered lands and waters in a way that minimizes negative impacts on fish populations and habitats, including:
    - Using best management practices during land use activities;
    - Employing erosion and siltation control techniques when necessary during land management, infrastructure maintenance, or land use activities in or along stream corridors to maintain habitat quality;
    - Conducting riparian monitoring to assess impacts of domestic grazing, if present; and
    - Complying with NMDGF and Colorado Division of Parks and Wildlife (CDPW) angling restrictions on all waters within the covered area.

5. An annual meeting will be held to review field season activities, at which time preliminary annual reports on the previous year's operations are due from each Cooperator. A consolidated annual report will be prepared by NMDGF summarizing conservation activities that occurred during the calendar year and detailing any take of listed species that occurred, as well as activities planned for the following year and the anticipated level of take.
- G. The CCAA will have a duration of 25 years from the date the CCAA is signed and may be renewed before it expires. Vermejo Park Ranch will be covered from the effective date of the permit until the end of their participation in the CCAA, either through expiration or termination.
  - H. The CCAA is in effect upon approval of the Agreement. The Permit will become effective on the date a future listing decision becomes effective, should the Rio Grande cutthroat trout be listed as threatened or endangered under the Endangered Species Act (Act) by U.S. Fish and Wildlife Service (USFWS). The assurances and incidental take coverage in this permit will be valid upon the effective date, if the CCAA has been fully implemented since the Agreement was approved. The permit will be valid until the CCAA expires but may be renewed at the end of the permit period, should the Permittee(s) and the USFWS agree.
  - I. The USFWS's current CCAA policy provides that additional land, water, or resource restrictions or financial obligations above those agreed upon within the CCAA shall not be required of the Permittee, non-federal landowners or successors for the Rio Grande cutthroat trout on the properties covered under the CCAA beyond the level of conservation measures documented in the CCAA, including changed circumstances; if the permit and CCAA are fully and completely complied with and implemented.
  - J. **By February 15<sup>th</sup> following each year that the CCAA is in effect**, an annual report will be compiled, detailing conservation activities, take of Rio Grande cutthroat trout, and activities planned for the upcoming year. NMDGF will prepare the report, with Vermejo Park Ranch's input. Every year, the following information must be provided to the USFWS: the number and status of populations on Vermejo Park Ranch lands, and the level of observed harm, harassment, and mortality that has been observed on the enrolled properties prior to listing.
  - K. If, during the tenure of this permit, the project design and/or the extent of the habitat impact described in the CCAA is altered, such that there may be an increase in the anticipated take of the Rio Grande cutthroat trout, the Permittee is required to contact the USFWS and obtain authorization and/or amendment of the permit before commencing any activities that might result in incidental take beyond that described in this Permit.
  - L. Incidental take is authorized for the Rio Grande cutthroat trout, in the form of harassment, harm, and mortality of up to 2 percent of captured fish over the life of the CCAA. Incidental take of the Rio Grande cutthroat trout will be exceeded if Vermejo Park Ranch is not implementing their conservation commitments or the land use has changed such that the level

of effects on the conservation lands is not consistent with the level of effects under the CCAA. Incidental take will be exceeded if observed incidental take exceeds two percent of captured fish over the life of the CCAA. Ongoing land use activities (i.e., agriculture, recreational fishing) are not expected to affect the level of take estimated.

If harm, harassment, and mortality has been observed to be larger than anticipated through implementation of the CCAA, this information will be incorporated into the conversion of the Conference Opinion to a Biological Opinion on this permit.

These take authorizations are contingent upon adequate implementation of all commitments required by this CCAA.

- M.** In order to be exempt from the prohibitions of section 9 of the Act, Vermejo Park Ranch must comply with the following terms and conditions. These terms and conditions are non-discretionary.
1. Vermejo Park Ranch must be in full compliance with the terms and conditions of this permit and the CCAA.
  2. Vermejo Park Ranch shall minimize incidental take of all listed species addressed in the Incidental Take Statement of the Conference Opinion.
- N.** Terms and conditions of the permit shall be binding on, and for the benefit of, Vermejo Park Ranch and its successors and assigns. If the permit or associated documents require an amendment because of change of ownership, the USFWS will process that amendment without the requirement of Vermejo Park Ranch preparing any new documents over and above that required in the original permit, providing the new owner agrees to the terms and conditions of the original permit. The activities proposed or in progress under an original permit may not be interrupted provided the required terms and conditions of an issued permit are being followed. All amendments to documents will be made as follows:
- Amendments to the permit or CCAA may be proposed by Vermejo Park Ranch or the USFWS. If Vermejo Park Ranch agrees with amendments; as permit holder, they will submit written application to the USFWS Regional Office at the address listed in condition Q as a formal amendment request. Minor amendments include administrative changes will require no additional analysis in accordance with existing regulation. Major amendments will include changes to incidental take level, acres of habitat impacted, etc., may require additional analysis under NEPA and ESA. All amendments will be processed in accordance with 50 CFR 13 and 17.
- O.** If at any time during the duration of the permit the USFWS determines that the status of any listed species has declined to the point where the continuation of the permitted activity would be likely to result in jeopardy to that species, all agreement-related activities must cease and the USFWS may revoke the Permittee's Section 10(a)(1)(A) permit. However, the USFWS will pursue all appropriate options to avoid permit revocation.

- P.** For purposes of monitoring compliance and administration of the terms and conditions of this permit, the contact office for the USFWS is:

U.S. Fish and Wildlife Service  
New Mexico Ecological Services Field Office  
2105 Osuna Rd. NE  
Albuquerque, New Mexico 87113  
Telephone: 505-346-2525

- Q.** Annual reports, and any correspondence generated from implementation, modification, or administration of the permit, shall be provided by the Permittee(s) to the contact office in Condition S and:

U.S. Fish and Wildlife Service  
Endangered Species Division  
500 Gold Avenue SW, Room 4012  
Albuquerque, New Mexico 87102  
Telephone: 505/248-6920  
Facsimile: 505/248-6922

-----End of Permit Terms and Conditions for Permit # TE224081-----