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HABITAT CONSERVATION
PLANNING BRANCH

California Department of Fish and Wildlife
Inland Deserts Region
3602 INLAND EMPIRE BLVD SUITE C-220
ONTARIO, CA 91764
California Endangered Species Act
Incidental Take Permit No. 2081-2019-043-06

ATHOS PROJECT

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

Permittee: IP Athos, LLC
Principal Officer: Marisa Mitchell, Principal
Contact Person: Marisa Mitchell, (415) 846-0730
Mailing Address: 2 Embarcadero Center, 7th Floor,
San Francisco, CA 94111.
marisa@intersectpower.com

Effective Date and Expiration Date of this ITP:

This ITP shall be executed in duplicate original form and shall become effective once a duplicate original is acknowledged by signature of the Permittee on the last page of this ITP and returned to CDFW's Habitat Conservation Planning Branch at the address listed in the Notices section of this ITP. Unless renewed by CDFW, this ITP's authorization to take the Covered Species shall expire on January 31, 2025.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 7.10 of this ITP.

Project Location:

The Athos Project (Project) is located on approximately 3,224 acres across 7 groups of non-

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

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

contiguous parcels in Riverside County, north of I-10 and approximately 4 miles east and northeast of the town of Desert Center, California. The project consists of 19 parcels on private land for the solar facility, and 16 parcels located on BLM-administered and private land for the gen-tie lines. The Project site is on three 7.5-Minute U.S. Geological Survey topographic quadrangles (Table 1 and 2): East of Victory Pass, Corn Springs, and Sidewinder Well.

Table 1. Athos Project Solar Facility Parcels Legal Descriptions

Property Owner	APNs	Section(s)	Township & Range	USGS Quad	Latitude ¹	Longitude ¹
Ann R. Angelo, Claire Naples Eisinger, Raymond and Vincent M. Paglia	811-170-002	16NW ¼ NW ¼	T.5S, R.16E	Corn Springs	33.74098	-115.328
	811-180-001	17NE ¼ NE ¼			33.74179	-115.324
Cocopah Nurseries	810-110-001	19SE¼	T.5S, R.17E	Sidewinder Well	33.71676	-115.243
	810-110-006	30N½ NE¼ 29NW¼	T.5S, R.17E		33.71128	-115.235
Conrado and Carmencita Castro	811-108-014	16NW¼SW¼ NE¼	T.5S, R.16E	Corn Spring	33.73946	-115.317
CP Land Holdings, LLC	811-180-013	16N½ NE ¼	T.5S, R.16E	East of Victory Pass; Corn Spring	33.74219	-115.314
David Caspers	811-180-024	16NW ¼ SE ¼	T.5S, R.16E	Corn Spring	33.7349	-115.316
Holcomb / Lawrence Powell	811-190-001 ²	21S½	T.5S, R.16E	Corn Spring	33.7188	-115.319
North Star Capital Development	811-142-005 (part)	7NE¼	T.5S, R.16E	East of Victory Pass	33.7539	-115.348
Philip Hu, Catherine Hu Zangrilli, & Vivian Hu Shen	811-180-002	16SW¼ NW¼	T.5S, R.16E	Corn Spring	33.73853	-115.325
	811-180-003	16SE¼ NW¼			33.73853	-115.325
	811-180-004	16SW¼			33.73364	-115.322
	811-180-005	16SW¼ SW¼			33.73044	-115.325
Raul Lopez	811-170-013 ²	18N½	T.5S, R.16E	Corn Spring	33.74025	-115.353
Rltheary Chea	811-150-001	9SE½	T.5S, R.16E	Corn Spring	33.74577	-115.314
Robert Freedlander	811-170-009 ³	17W½ SW¼ ¹	T.4S, R.16E ²	Corn Spring ²	33.73551	-115.341
	811-170-007 ³				33.73302	-115.342
	811-170-008 ³				33.73052	-115.342
Southwest Conservancy III, LLC	811-122-001	6SE ¼ SE ¼	T.5S, R.16E	East of Victory Pass	33.69314	-115.318

1. Latitude/Longitude taken from center of APN in decimal degrees, UTM WGS84.

2. Applies to all APNs in the parcel group.

3. Gen-tie also located on this parcel.

Table 2. Athos Project Gen-Tie Parcels Legal Descriptions

Segment	APNs	Section(s)	Township & Range	USGS Quad	Latitude ¹	Longitude ¹
Athos Project Gen-tie Line						
Gen-Tie 3	810-110-001 (private) ² 810-110-014 (BLM) 811-190-012 (BLM) 811-190-011 (BLM) 811-190-010 (BLM) 811-211-002 (BLM) 811-211-001 (BLM) 811-190-001 (private) ²	21SE¼, 22S½, 23S½, 24S½, 19SW¼	T.5S, R.16E.; T.5S, R.17E.	Corn Spring Sidewinder Well	33.7153	-115.281
Shared Athos / Athos II Gen-tie Facilities						
Gen-Tie 1c	811-170-011 (BLM)	17NW¼	T.5S, R.16E.	Corn Spring	33.7378	-115.343
Gen-Tie 2a	811-170-011 (BLM)	17N½	T.5S, R.16E.	Corn Spring	33.737	-115.336
Gen-Tie 2b	811-190-008 (BLM)	21NW¼	T.5S, R.16E.	Corn Spring	33.7258	-115.327
Gen-Tie 2c	811-180-025 (private) 811-150-005 (private)	9SW¼	T.5S, R.16E.	Corn Spring	33.7447	-115.322
Gen-Tie 4	811-190-001 (private) ² 811-211-001 (I-10 ROW) 811-212-001 (BLM) 811-221-001 (BLM) ³	28, 33N½	T.5S, R.16E.	Corn Spring	33.7069	-115.317

1. Latitude/Longitude taken from center of Gen-Tie Line APN in decimal degrees, UTM WGS84.

2. Solar Facility also located on this parcel.

3. Dependent on route into SCE's Red Bluff Substation.

Project Description:

The Project consists of the construction of a 500-megawatt (MW) photo voltaic facility located on 3,224 acres of land within 7 groups of non-contiguous parcels (Figure 1). The power would be conveyed to the power grid via an overhead 220 kilovolt (kV) generation tie transmission line (gen-tie) interconnecting to the Southern California Edison (SCE) Red bluff Substation. The Project will have the following construction features:

Solar fields

The solar facility (i.e., all facilities inside of the perimeter fence) would consist of construction of multiple blocks of solar PV panels mounted on fixed tilt or tracking systems and associated equipment, up to four Project substations (fenced), a switchyard, an energy storage system, an O&M building, a Supervisory Control and Data Acquisition (SCADA) system and telecommunications facilities, and lighting.

The PV panels will be arranged in solar arrays with a minimum of 4 feet between each row. Steel piles will support the PV modules and will be driven into the soil using pneumatic

techniques. The total height of the panel system would be up to 12 feet. Underground cables would be installed to convey electricity from the panels, via combiner boxes located throughout the PV arrays, to inverter-transformer stations. From there, the 34.5 kV level collection cables would either be buried underground or installed overhead on wood poles. Up to four substations would be located within the proposed solar sites. Each substation would be 150 feet by 250 feet and surrounded by an up-to 6-foot-high chain link fence with barbed wire. Solar field ingress/egress would be via locked gates located at multiple points. The boundaries of the Project sites would be secured by up-to 6-foot-high chain-link perimeter fences, topped with one foot of three-strand barbed wire. A desert tortoise exclusion fence will be installed during construction.

The Project could include a battery or flywheel storage system to store up to 500 MW of electricity. If installed, it would consist of battery or flywheel banks housed in electrical enclosures and buried electrical conduit. Up to 3,000 electrical enclosures measuring 40 feet by 8 feet by 8.5 feet high would be installed on concrete foundations designed for secondary containment. Battery systems are operationally silent, and flywheel systems have a noise rating of 45 dBA. A permanent meteorological (met) data collection system of approximately 15 met stations will be placed throughout the different parcels.

Gen-tie line

The gen-tie will be located within a 100-foot right-of-way (ROW) and consist of either monopoles or wooden H-frame poles. They will be an average of 110 feet tall with structure foundations excavated to a depth of approximately 35 feet. A total of up to 120 gen-tie structures will be built and will include a 3-phase 20 kV conductor, ground wire, and fiber optic cable. Based on crossing arrangements with existing ROWs, portions of the Athos gen-tie may be constructed underground either at 34.5 kV and/or at 220 kV. If underground construction of the collector gen-tie lines occurs, the lines would be buried within existing access roads to utilize disturbance areas. If possible, gen-tie segment #3 will be co-located with the previously approved Palen Solar Project.

Access

Access to the majority of the sites will be via State Route 77. A new east-west access road from SR-177 to Parcel Group A would be constructed, along with shorter new access road segments, as needed, in order to provide primary and some secondary access to Parcel Groups B through G. In some cases, access would be via improved existing BLM open routes and agricultural roads, rather than new route construction.

All new and improved access roads on private land would be 24 feet wide with a two-foot-wide shoulder on each side, for a total width of approximately 30 feet. The roadways on BLM-administered land would be up to 24 feet wide with an anticipated soil spillover of 2 feet on each shoulder during construction to accommodate large equipment access. They would be

restored to pre-project conditions or as 12-foot wide double-track roads at the conclusion of construction.

Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

Name	CESA Status
1. Agassiz's Desert Tortoise (<i>Gopherus agassizii</i>)	Threatened ³

This species and only these species are the "Covered Species" for the purposes of this ITP.

Impacts of the Taking on Covered Species:

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above expected to result in incidental take of individuals of the Covered Species include: vegetation clearing; grading, leveling, and compaction; excavation; installation of fencing or barriers; installation and/or construction of temporary Project facilities and structures; general operation of vehicles and heavy equipment; noise, vibration, and dust generating activities; and capture and relocation activities (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality ("kill") may occur as a result of Covered Activities such as: collision with, or crushing by, vehicles or heavy equipment; crushing or burial of individuals or eggs in burrows; destruction of burrows and refugia; and increased predation. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so of the Covered Species as well as, capture and relocation activities.

The Project is expected to cause the permanent loss of 282.5 acres of habitat for the Covered Species. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include: stress resulting from noise and vibrations, displacement from preferred habitat, increased competition for food and space, and increased vulnerability to predation.

Incidental Take Authorization of Covered Species:

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the

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

Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from any violation of this ITP, or intentional take of Covered Species except for capture and relocation of Covered Species as authorized by this ITP.

Conditions of Approval:

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

- 1. Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
- 2. CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Environmental Impact Report (SCH No.: 2018021021) adopted by the County of Riverside on June 18, 2019 as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
- 3. LSA Agreement Compliance:** Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration Agreement (LSAA) for the Project (1600-2019-0208-06), including a notification that serves as an LSAA by operation of law pursuant to Section 1602(a)(4)(D), pursuant to Fish and Game Code section 1600 et seq.
- 4. FESA Compliance:** Permittee shall implement and adhere to the terms and conditions related to the Covered Species in the Biological Opinion, as issued August 28, 2019 (FWS-ERIV-18B0223-19F0998) pursuant to the Federal Endangered Species Act (FESA), that encompasses the Project. For purposes of this ITP, where the terms and conditions for the Covered Species in the federal authorization are less protective of the Covered Species or otherwise conflict with this ITP, the conditions of approval set forth in this ITP shall control.
- 5. ITP Time Frame Compliance:** Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.
- 6. General Provisions:**

- 6.1. Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing a minimum of 60 Calendar days before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
- 6.2. Biological Monitor(s). Permittee shall designate Biological Monitor(s) (Biological Monitor(s)) knowledgeable and experienced in the biology and natural history of the Covered Species. The Biological Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat.
- 6.3. Authorized Biologist. Permittee shall designate Authorized Biologist(s) (Authorized Biologist(s)) knowledgeable in the biology and natural history of the Covered Species. The Authorized Biologist(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate and avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Additionally, the Authorized Biologist shall have experience with excavating burrows, handling and temporarily holding the Covered Species, relocating/translocating the Covered Species, reconstructing Covered Species burrows, unearthing and relocating Covered Species eggs, locating, identifying, and recording all forms of Covered Species signs, collecting Covered Species blood samples, conducting Covered Species health assessments, conducting Covered Species protocol level surveys, and attaching and removing transmitters to and from the Covered Species.
- 6.4. Biologists and Veterinarians Approvals. Permittee shall obtain CDFW approval of the Authorized Biologist(s), Biological Monitor(s), and if needed veterinarian(s), in writing before starting Covered Activities, and shall also obtain advance written approval if any of these entities are changed. For approval, the Designated Representative shall submit Attachment 2, or information similar to what is required in Attachment 2 in another format, to demonstrate the Authorized Biologist(s), Biological Monitor(s), and veterinarian(s) qualifications and an Excel spreadsheet listing in alphabetical order the names of the proposed Authorized Biologist(s), Biological Monitor(s), and veterinarian(s) to CDFW a minimum of 45 calendar days before starting Covered Activities or before any changes are made to these personnel. For each proposed Authorized Biologist(s) and Biological Monitor(s), the Excel spreadsheet shall include the activities outlined in this ITP and associated Desert Tortoise Translocation Plan (DTTP) that the Permittee is requesting approval for that individual to carry out.

- 6.5. Authorized Biologist(s) and Biological Monitor(s) Authority. To ensure compliance with the Conditions of Approval of the ITP, the Biological Monitor(s) and/or Authorized Biologist(s) shall have authority and take necessary steps to immediately stop work if any activity does not comply with this ITP and/or Authorized Biologist(s) shall order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. If a Biological Monitor or Authorized Biologist stops work, work shall not resume until an Authorized Biologist determines that all activities are in compliance with the ITP and communicates that determination to the onsite manager. Permittee shall inform all persons employed or otherwise working in the Project Area that the Biological Monitor(s) and Authorized Biologist(s) have the authority described in this subsection.
- 6.6. Education Program. Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Authorized Biologist(s) or Biological Monitor(s) that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually until this ITP expires. If the training program is presented as a prerecorded presentation, it shall be accompanied by a formal process that allows submission of questions that shall be answered by the Authorized Biologist(s) within 24 hours of submission.
- 6.7. Daily Construction Journal. The Biologist Monitor(s) and Authorized Biologist(s) shall maintain a construction-monitoring notebook on-site throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring notebook is available for review at the Project site upon request by CDFW.
- 6.8. Ongoing Trash Removal. Permittee shall ensure that all food and trash that could attract predators will be properly disposed of in self-closing, sealable containers, with lids that latch to prevent wind, common ravens (*Corvus corax*), and other scavengers from opening the containers. Permittee shall ensure all trash receptacles are regularly

inspected, emptied, and removed from the Project Area at least once a week to prevent spillage and maintain sanitary conditions.

- 6.9. Dust Control. Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Biological Monitor(s) and/or Authorized Biologist(s). Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles. Tackifier and soil stabilizers may be used only if approved by CDFW prior to the start of Covered Activities.
- 6.10. Erosion Control Materials. Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 6.11. General Habitat and Species Avoidance. Permittee shall, to the greatest extent feasible, avoid impacts/disturbances to sensitive plants, plant communities, and animals within the Project Area. In addition, Permittee shall avoid, to the maximum extent practicable, impacts/disturbance to perennial, native vegetation within the Project Area. To the maximum extent practicable, Permittee shall limit access-related Covered Activities to "drive and crush" rather than vegetation removal or grubbing.
- 6.12. Firearms and Dogs. Permittee shall prohibit Project personnel and any other individuals associated with the Project from bringing any firearms or dogs on the Project Area during Covered Activities, except those in the possession of authorized security personnel or local, state, or federal law enforcement officials, dogs that may be used to aid in official and approved monitoring procedures/protocols, or service dogs under Title II and Title III of the American with Disabilities Act.
- 6.13. Delineation of Project Boundaries. Before starting Covered Activities along each part of the route in active construction, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.
- 6.14. Delineation of Habitat. Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 6.15. Vehicular Traffic Restrictions. Permittee shall restrict Project-related vehicle traffic to established roads and the delineated Project Area; cross-country (off-road) vehicle travel shall be prohibited unless specifically accounted for as a Covered Activity.

Project-related vehicle traffic shall not exceed 25 miles per hour, except in Covered Species habitat where vehicle speed shall not exceed 15 miles per hour. If a Covered Species is encountered, drivers shall stop, wait for the Covered Species to move off the road, and immediately notify the Biological Monitor(s) and/or Authorized Biologist of the Covered Species location. If handling of a Covered Species is required, the Biological Monitor(s) shall halt Project-related activities and immediately notify the Authorized Biologist(s). Project activities may not resume until the Covered Species has moved, on its own accord, out of harm's way, or until the Authorized Biologist(s) has relocated the Covered Species.

- 6.16. CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 6.17. Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 6.18. Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, hardened concrete, and boxes.
- 6.19. Concrete Washout. Permittee shall not conduct concrete washout within the Project Area.
- 6.20. Staging Areas. Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area.

7. Notification, Monitoring, and Reporting Provisions:

Notification Requirements

- 7.1. Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document

compliance with all pre-Project Conditions of Approval before starting Covered Activities.

- 7.2. Notification of Non-compliance. The Designated Representative shall immediately notify CDFW if it determines that the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall report any non-compliance with this ITP to CDFW within 24 hours or as soon as email is available.
- 7.3. Notification of Take or Injury. Permittee shall immediately notify the Biological Monitor(s) and/or Authorized Biologist(s) if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Biological Monitor(s), Authorized Biologist(s), or Designated Representative shall provide initial notification to CDFW by following Condition of Approval 7.5. Following initial notification, Permittee shall send CDFW a written report within three calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.
- 7.4. Future Take or Injury Prevention. The Permittee shall develop and include measures that will be implemented to prevent or minimize future take or injury of Covered Species in all reports provided under Section 7.3 above.
- 7.5. Notifying Procedures. The Permittee or the Designated Representative shall provide all required notifications in this ITP by sending an email to the CDFW Regional Representative Magdalena Rodriguez (Magdalena.Rodriguez@wildlife.ca.gov) and as described in the Notices section of this ITP. All notifications shall be submitted via email to the Regional Representative and shall include the following information: ITP Number, the ITP Condition number that the notification is addressing, any necessary photos or attachments, and the name and phone numbers of the Biological Monitor(s) and/or Authorized Biologist(s) (if applicable).

Monitoring Requirements

- 7.6. Compliance Monitoring. The Biological Monitor(s) and/or Authorized Biologist(s) shall be on-site daily when Covered Activities occur. The Biological Monitor(s) and/or Authorized Biologist(s) shall conduct compliance inspections to (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of this ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative, Biological Monitor(s),

and/or Authorized Biologist(s) shall each prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP. The Authorized Biologist(s) and/or Biological Monitor shall conduct compliance inspections a minimum of three times a day (once during the onset of the day's work, once mid-day, and once at the conclusion of that day's work).

Reporting Requirements

- 7.7. Quarterly Compliance Report. The Designated Representative, Biological Monitor(s), and/or Authorized Biologist(s) shall compile the observation and inspection records identified in Condition of Approval 7.6 and 7.3 into a Quarterly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Quarterly Compliance Reports shall be submitted to CDFW as identified in Condition of Approval 7.5 and via e-mail to the Headquarters CESA Program. Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.
- 7.8. Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year as identified in Condition of Approval 7.7; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.
- 7.9. CNDDDB Observations. The Designated Representative shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Representative shall include copies of the submitted forms with the next Quarterly Compliance Report or ASR,

whichever is submitted first relative to the observation. More information is available at <https://www.wildlife.ca.gov/Data/CNDDB>.

- 7.10. Final Mitigation Report. No later than 45 calendar days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Compliance Report. The Biological Monitor(s) and/or Authorized Biologist(s) shall prepare the Final Compliance Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) a final calculation of Covered Species habitat impacts, including geographic information system (GIS) shapefiles in the format specified in Attachment 3 of this ITP; (7) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (8) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (9) any other pertinent information.

8. Take Minimization Measures:

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

- 8.1. Herbicides. Permittee shall only use herbicides containing a harmless dye and registered with the California Department of Pesticide Regulation (DPR). All herbicides shall be applied in accordance with regulations set by DPR. All herbicides shall be used according to labeled instructions. Labeled instructions for the herbicide used shall be made available to CDFW upon request. No herbicide application when winds are greater than five (5) miles per hour.
- 8.2. Rodenticides and Insecticides. Permittee shall not use rodenticides and/or insecticides on the Project Area without prior written permission from CDFW. Permittee shall not use any second-generation anticoagulant rodenticide (brodifacoum, bromadiolone, difethialone, and difenacoum) on the Project Area. Permittee shall not use any first-generation anticoagulant rodenticide (diphacinone, chlorophacinone, and warfarin) on the Project Area without prior written permission from CDFW.
- 8.3. Removal of Debris. Permittee shall remove all hardened concrete and other loose debris in areas that need to be cleared by slowly removing stored material starting from the top and working down to ground level, rather than scooping from the ground

up. This method will minimize the possibility of harming a Covered Species using the debris as shelter and will allow them to escape.

- 8.4. Entrapment Inspections. Any pipes, culverts, or similar structures with a diameter greater than 3 inches and less than 8 inches aboveground shall be inspected by the Authorized Biologist(s) and/or Biological Monitor(s) for Covered Species' before the material is moved, buried, or capped. The Authorized Biologist(s) and/or Biological Monitor(s) shall inspect all open holes and trenches within Covered Species habitat at a minimum of twice a day and just prior to backfilling. At the end of each work day, Permittee shall place an escape ramp at each end of trenches to allow any animals that may have become trapped in the trench to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees. If any worker discovers that Covered Species have become trapped, they shall halt Covered Activities and notify the Biological Monitor(s) and/or Authorized Biologist(s) immediately. Project workers and the Biological Monitor(s) and/or Authorized Biologist(s) shall allow the Covered Species to escape unimpeded if possible, or an Authorized Biologist(s) approved under Condition of Approval 6.4 of this ITP shall move the Covered Species out of harm's way before allowing work to continue.
- 8.5. Pre-Construction Clearance Surveys. No more than 30 calendar days prior to start of Covered Activities, the Authorized Biologist(s) and/or Biological Monitor(s) approved under this ITP shall conduct pre-construction clearance surveys for Covered Species, using the methods described in the most recent United States Fish and Wildlife Service (USFWS) Desert Tortoise (Mojave Population) Field Manual (hereinafter referred to as USFWS Field Manual). In addition to the guidance provided in the USFWS Field Manual, CDFW provides the following requirement(s):
- 8.5.1. Pre-construction clearance surveys shall be completed using perpendicular survey routes within the Project Area. Pre-construction clearance surveys cannot be combined with other clearance surveys conducted for other species while using the same personnel. Covered Activities cannot start until two (2) negative results from consecutive surveys using perpendicular survey routes for the Covered Species are documented.
- 8.5.2. These surveys shall cover 100 percent of the Project Area and a 50-foot buffer zone around the Project Area. The Biological Monitor(s) and/or Authorized Biologist(s) shall record all potential Covered Species and burrows within the pre-construction clearance survey area, using high-accuracy (< 1 meter) global positioning system (GPS) technology. The Biological Monitor(s) and/or Authorized Biologist(s) shall provide the results of the pre-construction clearance survey (using the USFWS Protocol data sheet) to CDFW within 10 Calendar days of completing the surveys. The use of specialized equipment

(e.g., fiber optics) may be necessary to thoroughly inspect all burrows in preparation for collapsing them.

8.5.3. Twenty-Four (24) hours prior to the start of Covered Activities, the Biological Monitor(s) and/or Authorized Biologist(s) shall conduct a final clearance survey of the Project Area. The use of specialized equipment (e.g., fiber optics) may be necessary to thoroughly inspect all burrows in preparation for collapsing them.

- 8.6. Construction Monitoring. Biological Monitor(s) and/or Authorized Biologist(s) shall monitor and be present at all time during Covered Activities outside desert tortoise exclusionary fenced areas. Within desert tortoise fenced areas the Biological Monitor(s) or Authorized Biologist(s) shall be available and/or on call to monitor Covered Activities.
- 8.7. Covered Species Observations. If a Covered Species is observed during Covered Activities all work within 300 feet of the Covered Species shall immediately stop and the observation shall be immediately reported to the Authorized Biologist(s). Covered Activities shall not resume until the Authorized Biologist(s) and/or Biological Monitor(s) has verified the Covered Species has left the Project Area OR an Authorized Biologist(s) approved under Condition of Approval 6 of this ITP relocates the Covered Species as described in this ITP and Desert Tortoise Translocation Plan. The Designated Representative shall immediately notify CDFW of any Covered Species observations within the Project Area. Notification shall occur as described in Condition of Approval 7.5 within 24 hours. Notification and the written report shall include the date, location, and circumstances of the observation, the name of the Authorized Biologist(s) that relocated the individual, pictures, map and shapefiles with the location (including GPS coordinates) where the individual was moved as specified in the DTTP.
- 8.8. Excavating Burrows. Only Authorized Biologist(s) and Biological Monitor(s) approved by CDFW under Condition of Approval 6.4 of this ITP are authorized to conduct burrow excavation. Excavation of burrows shall follow the methods described the USFWS Field Manual.
- 8.9. Covered Species Translocation. Regardless of the number of Covered Species estimated to be translocated the Permittee shall prepare a Desert Tortoise Translocation Plan (DTTP) 60 Calendar days prior to start of Covered Activities and submit it according to condition of approval 7.5 of this ITP. Covered Activities are not authorized to start until the DTTP is approved in writing by CDFW. The DTTP shall follow the most current guidelines provided by USFWS and CDFW regarding Covered Species translocation. Where guidance differs between USFWS and CDFW, verbal and/or written direction provided by CDFW always controls.

The list of items below are the most common examples of the differences between CDFW and USFWS guidelines. These shall be included in the DTTP along with the most recent USFWS translocation guidelines:

- Health Assessments shall start after May 15th or earlier with written approval from CDFW.^{4 5 6}Any blood results that come back suspect or inconclusive shall be retested.
- Ambient air temperature guidelines shall be followed as specified in Condition of Approval 8.10 of this ITP.
- Tortoises <100 millimeters (mm) midline carapace length (MCL) shall be released immediately without being held, transmittered, nasal flush performed, or blood drawn for disease testing as long as the temperature requirements in Condition of Approval 8.10 of this ITP above are met.
- CDFW does not authorize the release of tortoises that test positive for disease even if it does not show outward signs of the disease. If a tortoise tests positive for disease it is the responsibility of the Permittee to locate a CDFW approved facility to place the tortoise in.
- Linear Facilities: Tortoises >100 mm MCL that are moved due to their burrow being collapsed shall be transmittered (duration of monitoring shall be determined on an individual project basis and shall be included in the DTTP) and disease tested.
- Disease testing shall not be done between November 1 and May 14. If a tortoise >100 mm MCL is found between November 1 and May 14 (or earlier with written approval from CDFW) the tortoise shall be held in quarantine facilities and shall remain in quarantine until tested twice (once in the spring and once in the fall). If the tortoise tests negative for disease it can be released in accordance to the approved DTTP. Blood draw samples for *Mycoplasma agassizii* and *Mycoplasma testudineum* shall determine if a tortoise is negative or positive for disease. A combination of results from blood testing and visual inspection will be used to determine the health of a tortoise. Blood draw samples will be sent to: Dr. Mary Brown, University of Florida Mycoplasma Laboratory, 2015 SW Archer Road, Room V2-234, Gainesville Florida 32608, or other facility approved by CDFW. CDFW uses enzyme-linked immune assay (ELISA) test results to determine if a

⁴ Elliott R. Jacobson, Mary B. Brown, Lori Wendland, Daniel R. Brown, Paul A. Klein, Mary M. Christopher, Kristin H. Berry, Mycoplasmosis and upper respiratory tract disease of tortoises: A review and update, The Veterinary Journal (2014), <http://dx.doi.org/doi:10.1016/j.tvjl.2014.05.039>.

⁵ Henen, B.T., Peterson, C.C., Wallis, I.R., Berry, K.H., and Nagy, K.A., 1998, Effects of climatic variation on field metabolism and water relations of desert tortoises: *Oecologia*, v. 117, p. 365–373.

⁶ Peterson, C.C., 1996, Anhomeostasis: seasonal water and solute relations in two populations of the desert tortoise (*Gopherus agassizii*) during chronic drought: *Physiological Zoology*, v. 69, p. 1,324–1,358.

tortoise is positive for disease. The ELISA tests will be used to test for exposure to herpes virus (*Mycoplasma agassizii* and *Mycoplasma testudineum*). If a tortoise tests positive or suspect for disease, then the tortoise will be tested twice for disease (once in the spring after May 15 to and once in the fall). To determine results of blood testing use the most current guidelines provided by the University of Florida Mycoplasma Laboratory Department of Infectious Diseases and Pathology. The University of Florida Mycoplasma Laboratory Department of Infectious Diseases & Pathology 2013 criteria for classifying *Mycoplasma agassizii* and *Mycoplasma testudineum* is a titer <32 is negative, a titer > 64 is positive, and a titer of 32 is suspect (retesting in 6 weeks) or most current guidelines. All sample forms shall come from the University of Florida's guidance.

- The DTTP shall include a requirement that all translocated tortoises regardless of size be included in the translocation numbers and all reports.
- The DTTP shall propose one recipient site. Recipient sites shall have the vegetative structure to support all life stages of desert tortoises. In addition to the USFWS Field Manual guidelines the DTTP shall also include identifying the known threats or potential causes of population decline, how potential threats have been or would be addressed, complete physical examination and health assessments with sample collection, age-structure and sex ratios, protocol level surveys, vegetation classification and quality of habitat. The DTTP shall detail which characteristic are to be used to decide if a recipient site is similar enough to a project area including burrow aspects, and recovery needs such as habitat restoration and/or predator control.
- All tortoises >100 mm MCL removed off the Project Area shall be transmittered and monitored for 5 years post translocation.
- Recipient sites shall be a minimum of 4 miles⁷ (6.5 kilometers) away from highway/road right-of-way that does not include Covered Species fencing.
- All tortoise burrows within the Project Area shall be excavated following procedures outlined in the U. S. Fish and Wildlife Service Desert Tortoise Field Manual.
- Translocation of tortoises and eggs shall only occur on land(s), when written authorization to bury the eggs and/or relocate the tortoises has been obtained from the landowner prior to the start of Covered Activities. The written permission from the landowner will be included in the DTTP. If translocation is proposed to take place on private lands then in addition to written approval required above, some

⁷ U.S. Fish and Wildlife Service. 2018. Translocation of Mojave Desert Tortoises from Project Sites: Plan Development Guidance. U.S. Fish and Wildlife Service, Las Vegas, Nevada.

form of protection for the land such as a conservation easement shall be in place prior to translocation occurring.

- Cleaning and Disinfection Protocol. Trifectant and Rescue Ready to Use One Step Disinfectant Cleaner are the only products authorized under this ITP and its associated DTTP to be used as a disinfectant. These products are not authorized to be applied using a spray bottle or other spray methods.

Cleaning and Disinfection Protocol shall include the following:⁸

- Remove all grossly visible debris.
- Wash the area or item with water and mild detergent.
- Thoroughly rinse the cleaned area to remove any detergent residue.
- Allow the area to dry completely
- Apply disinfectant mixture.
- Allow the full disinfectant product recommended contact time.
- Thoroughly rinse away any residual disinfectant and allow the area or item to air dry.

8.10. Ambient Air Temperature: During all handling procedures, Covered Species shall be treated in a manner to ensure that they do not overheat or exhibit signs of overheating (e.g., gaping, foaming at the mouth, etc.), or are placed in a situation where they cannot maintain surface and core temperatures necessary to their well-being. Covered Species shall be kept shaded at all times until it is safe to release them. For the purposes of this permit, ambient air temperature shall be measured in the shade, protected from wind, at a height of 5 centimeters above the ground surface. For all Covered Activities no Covered Species shall be captured, moved, transported, released, or purposefully caused to leave its burrow for whatever reason when the ambient air temperature is above 95° Fahrenheit (F) (35° Celsius (C)). No Covered Species shall be captured if the ambient air temperature is anticipated to exceed 95° F (35° C) before handling or processing can be completed. If the ambient air temperature exceeds 95° F (35° C) during handling or processing, Covered Species shall be kept shaded in an environment that does not exceed 95° F (35° C), and not released until ambient air temperature declines to below 95°F (35°C). Covered Species moved during less periods shall be monitored by the Authorized Biologist(s) for at least two days after placement in the new burrows to ensure their safety. During relocation, the Authorized Biologist(s) may hold a captured Covered Species overnight and move them the following morning within these temperature constraints.

8.11. Covered Species Rehydration. If a Covered Species voids its bladder as a result of being handled, the Authorized Biologist(s) shall rehydrate the animal(s). The

⁸ Brown, Mary. Cleaning and Disinfection Protocol. Department of Infectious Diseases and Pathology, College of Veterinary Medicine, Gainesville FL.

Authorized Biologist(s) shall rehydrate the Covered Species at the location where the animal(s) was or were captured, or the location where the animal(s) is or will be released. The Authorized Biologist(s) shall rehydrate the Covered Species by placing it in a tub with a clean plastic disposable liner. The Authorized Biologist(s) shall add water to the lined tub while ensuring that the water level is not higher than the lower jaw of the Covered Species. The Authorized Biologist(s) shall rehydrate each Covered Species individually for a minimum of 10 to 20 minutes. The Authorized Biologist(s) shall place the lined tub in a quiet protected area during rehydration.

- 8.12. Covered Species Handling Records. The Authorized Biologist(s) and/or Biological Monitor(s) shall maintain a record of all Covered Species handled. This information shall include: (a) the locations (narrative and maps) and dates of observation, including whether the individual(s) was found above ground or in a burrow; (b) ambient temperature when handled and released; (c) general condition and health of the individual(s), including injuries, state of healing, and whether the individual(s) voided its bladders; (d) identified diagnostic markings (i.e., identification numbers or marked lateral scutes); (e) location moved from and location moved to (using GPS technology), including information on any burrow (natural or artificial) utilized; (f) whether any eggs were discovered and relocated; (g) digital photographs of any Covered Species and eggs handled; and (h) results of ongoing monitoring. The Designated Representative(s) shall provide CDFW with the information listed above submitted in the monthly reports.
- 8.13. Covered Species Guards. The design of Covered Species guards shall include exit ramps and cleanout. The design shall be approved by CDFW 30 Calendar days prior to starting Covered Activities.
- 8.14. Covered Species Fencing. Desert Tortoise exclusion fencing shall be installed during construction. This fencing shall be installed around the perimeter of the array fields, operation and maintenance facilities, warehouses, substations, switchyard and interconnection facilities. The permanent desert tortoise exclusion fencing shall be attached to the permanent security fencing. Construction of the desert tortoise fence shall be according to USFWS Field Manual.
- 8.15. Covered Species Fence Maintenance Inspection. The Biological Monitor(s) and/or Authorized Biologist(s) shall inspect the Covered Species fencing during the Covered Activities, at the end of each workday, and during major rainfall events and within 24 hours to ensure Covered Species is prohibited from entering the Project Area. If the fence is compromised, repairs shall be completed immediately, and clearance protocol level surveys shall be conducted as described in Condition of Approval 8.5.
- 8.16. Vehicle Inspection. Workers shall inspect for Covered Species under vehicles and equipment before the vehicles and equipment are moved. If a Covered Species is

present, the worker shall contact the Biological Monitor(s) or Authorized Biologists(s) and wait for the Covered Species to move unimpeded to a safe location or the Authorized Biologist(s) shall relocate the Covered Species as described in Condition of Approval 8.9 before moving vehicles and equipment.

- 8.17. Staging Area and Parking Area. The Permittee shall enclose all staging areas and parking areas with Covered Species exclusion fencing. All parked vehicles and equipment shall be inspected prior to being moved. If a Covered Species is found within a staging or parking area the worker shall immediately contact a Biological Monitor(s) and/or Authorized Biologist(s) approved in Condition of Approval 6 of this ITP. A biologist approved in Condition of Approval 6 of this ITP shall relocate the Covered Species in accordance with Condition of Approval 8.9 of this ITP and the DTTTP.
- 8.18. Raven Management. The Permittee shall prepare a Raven Management Plan to minimize the potential to attract common ravens to the site and submit it to CDFW for review and approval. In addition, the Permittee shall provide funds to the Renewable Energy Action Team (REAT) account established with the National Fish and Wildlife Foundation (NFWF) to contribute to a region-wide raven control plan to help address raven predation on the tortoise. This contribution shall be used to address raven predation on a regional basis and shall be calculated as a one-time payment of \$105 per acre of project disturbance. Based on this calculation the Permittee shall provide a one-time payment at \$105.00 for **282.5 acres** for a total of **\$29,662.50** to the REAT account established with NFWF's Raven Management Plan fund. A minimum of 30 days prior to the start of Covered Activities these funds shall be provided to NFWF using appropriate deposit document (Attachment 4) and proof of paying this fee shall be provided to CDFW within 24 hours after the funds have been provided to NFWF.

9. Habitat Management Land Acquisition:

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

To meet this requirement, the Permittee shall either purchase **565.00 acres** of Covered Species credits from a CDFW-approved mitigation or conservation bank (Condition of Approval 9.2) OR shall provide for both the permanent protection and management of **565.00 acres** of Habitat Management (HM) lands pursuant to Condition of Approval 9.3 below and the calculation and deposit of the management funds pursuant to Condition of

Approval 9.4 below. Permanent protection and funding for perpetual management of compensatory habitat must be complete before starting Covered Activities, or within **18 months** of the effective date of this ITP if Security is provided pursuant to Condition of Approval 10.1 below for all uncompleted obligations.

- 9.1. Cost Estimates. CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands as follows:

9.1.1. *Land acquisition*. Land acquisition costs for HM lands identified in Condition of Approval 9.3 below, estimated at \$1,800.00/acre for **565.00 acres**:

\$1,017,000.00. Land acquisitions costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements;

9.1.2. *Start-up costs*. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 9.3.5 below, estimated at \$300.00/acre for **565.00 acres**: **\$169,500.00**:

9.1.3. *Interim management*. Interim management period funding as described in Condition of Approval 9.3.6 below, estimated at \$300.00/acre for **565.00 acres**: **\$169,500.00**;

9.1.4. *Long-term management*. Long-term management funding as described in Condition of Approval 9.4 below, estimated at \$1,450.00/acre for **565.00 acres**: **\$819,250.00**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.

9.1.5. Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 9.5, estimated at **\$3,000.00**.

- 9.2. Covered Species Credits. Permittee shall purchase **565.00 acres** of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than **18 months** from the issuance of this ITP if Security is provided pursuant to Condition of Approval 10.1 below.

OR:

- 9.3. Habitat Acquisition and Protection. To provide for the acquisition and perpetual protection and management of the HM lands, the Permittee shall:

- 9.3.1. Fee Title/Conservation Easement. Transfer fee title to the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended. If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW does not hold the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e);
- 9.3.2. HM Lands Approval. Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, a formal Proposed Lands for Acquisition Form (PLFAF, Attachment 5a) identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species;
- 9.3.3. HM Lands Documentation. Provide a recent preliminary title report, initial hazardous materials survey report, and other necessary documents (see Attachment 5b). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services;
- 9.3.4. Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 Calendar days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified.

9.3.5. Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see <http://www.dfg.ca.gov/habcon/conplan/mitbank/>); (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage;

9.3.6. Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management. Permittee shall either (1) provide a security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.

9.4. Endowment Fund. If the Permittee will permanently protect and perpetually manage compensatory habitat as described in Condition of Approval 9.3, the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with the management plan(s) required by Condition of Approval 9.3.5. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.

9.4.1. Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended. Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(4) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(4).;

9.4.2 Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare a Property Analysis Record (PAR) [or PAR-equivalent analysis] (hereinafter "PAR") to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). The Permittee shall submit to CDFW for review and approval the results of the PAR before transferring funds to the Endowment Manager.

9.4.2.1 Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the PAR and adjust for any additional administrative, periodic, or annual fees.

9.4.2.2 Endowment Buffers/Assumptions. Permittee shall include in PAR assumptions the following buffers for endowment establishment and use

that will substantially ensure long-term viability and security of the Endowment:

9.4.2.2.1. 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.

9.4.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.

9.4.2.2.3. Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.

9.4.3 Transfer Long-term Endowment Funds. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

9.5. Reimburse CDFW. Permittee shall reimburse CDFW for all reasonable expenses incurred by CDFW such as transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.

10. Performance Security

The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 9 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

10.1. Security Amount. The Security shall be in the amount of **\$2,178,250.00**. This amount is based on the cost estimates identified in Condition of Approval 9.1 above.

10.2. Security Form. The Security shall be in the form of an irrevocable letter of credit

(see Attachment 6) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.

- 10.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 Calendar days after the effective date of this ITP, whichever occurs first.
- 10.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 10.5. Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 7) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other.
- 10.6. Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.
- 10.7. Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:
- Written documentation of the acquisition of the HM lands;
 - Copies of all executed and recorded conservation easements;
 - Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and
 - Timely submission of all required reports.

Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than **18 months** from the effective date of this ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

Amendment:

This ITP may be amended as provided by California Code of Regulations, Title 14, section 783.6, subdivision (c), and other applicable law. This ITP may be amended without the concurrence of the Permittee as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species or where Project changes or changed biological

conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

Stop-Work Order:

CDFW may issue Permittee a written stop-work order requiring Permittee to suspend any Covered Activity for an initial period of up to 25 Calendar days to prevent or remedy a violation of this ITP, including but not limited to the failure to comply with reporting or monitoring obligations, or to prevent the unauthorized take of any CESA endangered, threatened, or candidate species. Permittee shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittee, CDFW may extend any stop-work order issued to Permittee for a period not to exceed 25 additional days. Suspension and revocation of this ITP shall be governed by California Code of Regulations, Title 14, section 783.7, and any other applicable law. Neither the Authorized Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

Compliance with Other Laws:

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

Notices:

The Permittee shall deliver a fully executed duplicate original ITP by registered first class mail or overnight delivery to the following address:

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

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee and by electronic mail at the following address. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2019-043-06) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Leslie MacNair, Regional Manager
California Department of Fish and Wildlife
3602 Inland Empire Boulevard, Suite C-220
Ontario, CA 91764
Telephone (909) 484-0167

Incidental Take Permit
No. 2081-2019-043-06
IP ATHOS, LLC

Fax (909) 941-7364

and a copy to:

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

and a copy to:

Magdalena.Rodriguez@wildlife.ca.gov

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

Magdalena Rodriguez
3602 Inland Empire Boulevard, Suite C-220
Ontario, CA 91764
Telephone (909) 844-2520

Compliance with CEQA:

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, Riverside County. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Athos Project (SCH No.: 2018021021) Environmental Impact Report that Riverside County adopted for Athos on June 18, 2019. At the time the lead agency adopted the EIR and approved the Project it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

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

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any such potential effects. CDFW consequently finds that issuance of this ITP will not result in any significant, adverse impacts on the environment.

Findings Pursuant to CESA:

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

CDFW finds based on substantial evidence in the ITP application, Athos Project Environmental Impact Report, and the results of site visits and consultations that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of avoidance zones; (3) worker education; and (4) Quarterly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of **565 acres** of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;
- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee's objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this

ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and

- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

Attachments:

FIGURE 1	Map of Project
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Qualifications Form
ATTACHMENT 3	GIS Data Collection Requirements
ATTACHMENT 4	Raven Management Renewable Deposit Document
ATTACHMENT 5a	Proposed Lands for Acquisition Form
ATTACHMENT 5b	HMLA Lands Checklist
ATTACHMENT 6	Irrevocable Letter of Credit
ATTACHMENT 7	Mitigation Payment Transmittal Form

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

on 1/30/2020



Leslie MacNair, Regional Manager
INLAND DESERTS REGION

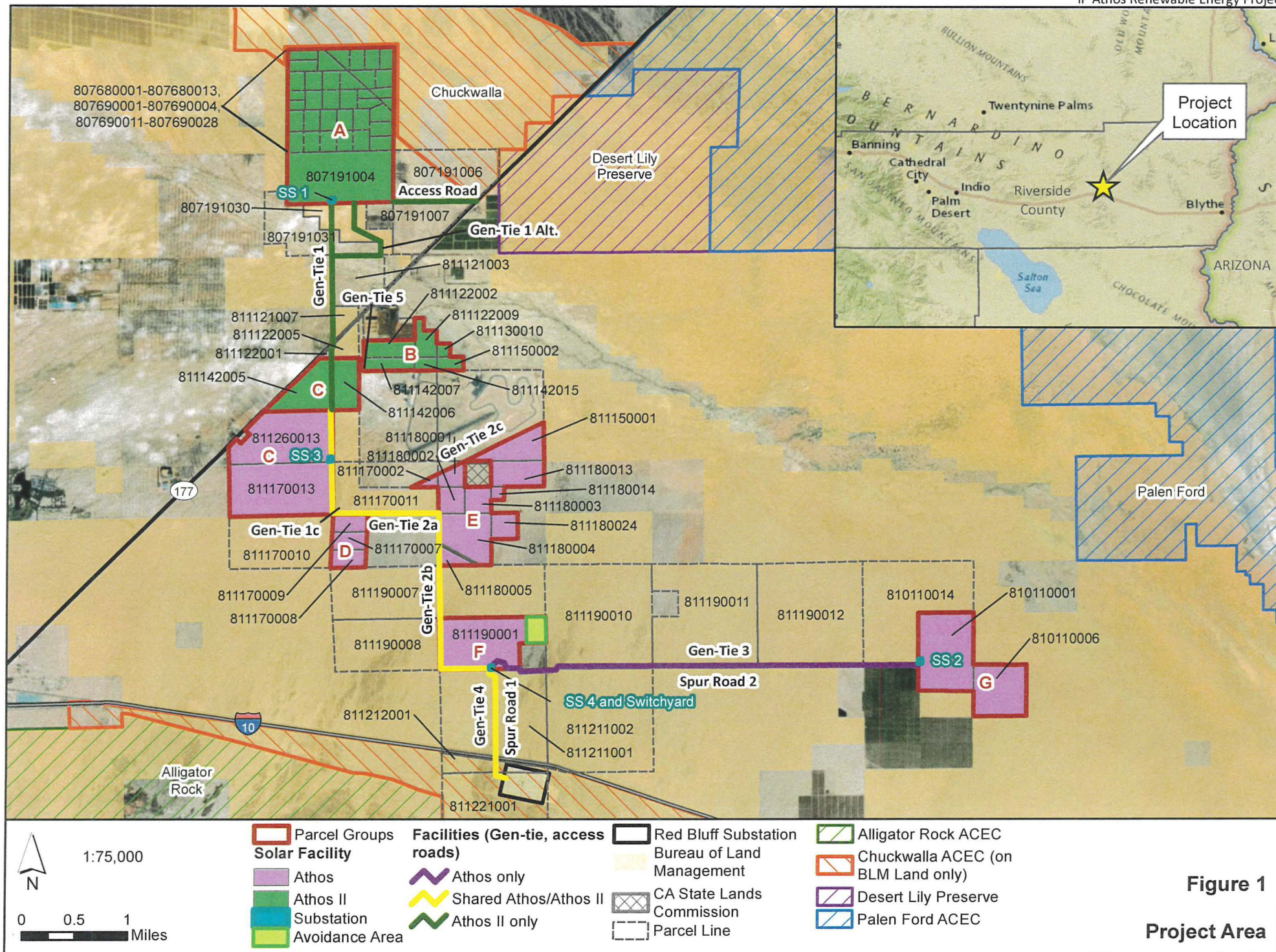
ACKNOWLEDGMENT

The undersigned: (1) warrants that he or she is acting as a duly authorized representative of the Permittee, (2) acknowledges receipt of this ITP, and (3) agrees on behalf of the Permittee to comply with all terms and conditions

By:  Date: 2-13-20

Printed Name: ABHIJEET SATHE Title: PRESIDENT

Incidental Take Permit
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IP ATHOS, LLC



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

INCIDENTAL TAKE PERMIT NO. 2081-2019-043-06

PERMITTEE: IP Athos, LLC

PROJECT: Athos Project

PURPOSE OF THE MMRP

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

OBLIGATIONS OF PERMITTEE

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

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

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

TABLE OF MITIGATION MEASURES

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

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
1	<u>Designated Representative.</u> Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing a minimum of 60 Calendar days before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.	ITP Condition # 6.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	<u>Biologists and Veterinarians Approvals.</u> Permittee shall obtain CDFW approval of the Authorized Biologist(s), Biological Monitor(s), and if needed veterinarian(s), in writing before starting Covered Activities, and shall also obtain advance written approval if any of these entities are changed. For approval, the Designated Representative shall submit Attachment 2, or information similar to what is required in Attachment 2 in another format, to demonstrate the Authorized Biologist(s), Biological Monitor(s), and veterinarian(s) qualifications and an Excel spreadsheet listing in alphabetical order the names of the proposed Authorized Biologist(s), Biological Monitor(s), and veterinarian(s) to CDFW a minimum of 45 calendar days before starting Covered Activities or before any changes are made to these personnel. For each proposed Authorized Biologist(s) and Biological Monitor(s), the Excel spreadsheet shall include the activities outlined in this ITP and associated Desert Tortoise Translocation Plan (DTTP) that the Permittee is requesting approval for that individual to carry out.	ITP Condition #6.4	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
3	<u>Education Program.</u> Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Authorized Biologist(s) or Biological Monitor(s) that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually until this ITP expires. If the training program is presented as a prerecorded presentation, it shall be accompanied by a formal process that allows submission of questions that shall be answered by the Authorized Biologist(s) within 24 hours of submission.	ITP Condition # 6.6	Before commencing ground- or vegetation-disturbing activities	Permittee	
4	<u>Delineation of Project Boundaries.</u> Before starting Covered Activities along each part of the route in active construction, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.	ITP Condition # 6.13	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
5	<u>Delineation of Habitat.</u> Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.	ITP Condition # 6.14	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
6	<u>Notification Before Commencement.</u> The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.	ITP Condition # 7.1	Before commencing ground- or vegetation-disturbing activities	Permittee	
7	<u>Covered Species Translocation.</u> Regardless of the number of Covered Species estimated to be translocated the Permittee shall prepare a Desert Tortoise Translocation Plan (DTTP) 60 Calendar days prior to start of Covered Activities and submit it according to condition of approval 7.5 of this ITP. Covered Activities are not authorized to start until the DTTP is approved in writing by CDFW. The DTTP shall follow the most current guidelines provided by USFWS and CDFW regarding Covered Species translocation. Where guidance differs between USFWS and CDFW, verbal and/or written direction provided by CDFW always controls.	ITP Condition # 8.9	Submit to CDFW for approval at least 60 days prior to start of Covered Activities Entire Project	Permittee	
8	<u>Covered Species Guards.</u> The design of Covered Species guards shall include exit ramps and cleanout. The design shall be approved by CDFW 30 Calendar days prior to starting Covered Activities.	ITP Condition 8.13	Before commencing ground- or vegetation-disturbing activities	Permittee	
9	<u>Covered Species Fencing.</u> Desert Tortoise exclusion fencing shall be installed during construction. This fencing shall be installed around the perimeter of the array fields, operation and maintenance facilities, warehouses, substations, switchyard and interconnection facilities. The permanent desert tortoise exclusion fencing shall be attached to the permanent security fencing. Construction of the desert tortoise fence shall be according to USFWS Field Manual.	ITP Condition # 8.14	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
10	<u>Staging Area and Parking Area.</u> The Permittee shall enclose all staging areas and parking areas with Covered Species exclusion fencing. All parked vehicles and equipment shall be inspected prior to being moved. If a Covered Species is found within a staging or parking area the worker shall immediately contact a Biological Monitor(s) and/or Authorized Biologist(s) approved in Condition of Approval 6 of this ITP. A biologist approved in Condition of Approval 6 of this ITP shall relocate the Covered Species in accordance with Condition of Approval 8.9 of this ITP and the DTTP.	ITP Condition # 8.17	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
11	<u>Daily Construction Journal</u> . The Biologist Monitor(s) and Authorized Biologist(s) shall maintain a construction-monitoring notebook on-site throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring notebook is available for review at the Project site upon request by CDFW.	ITP Condition # 6.7	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
12	<u>Dust Control</u> . Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Biological Monitor(s) and/or Authorized Biologist(s). Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles. Tackifier and soil stabilizers may be used only if approved by CDFW prior to the start of Covered Activities.	ITP Condition # 6.9	Entire Project	Permittee	
13	<u>Erosion Control Materials</u> . Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.	ITP Condition # 6.10	Entire Project	Permittee	
14	<u>General Habitat and Species Avoidance</u> . Permittee shall, to the greatest extent feasible, avoid impacts/disturbances to sensitive plants, plant communities, and animals within the Project Area. In addition, Permittee shall avoid, to the maximum extent practicable, impacts/disturbance to perennial, native vegetation within the Project Area. To the maximum extent practicable, Permittee shall limit access-related Covered Activities to "drive and crush" rather than vegetation removal or grubbing.	ITP Condition # 6.11	Entire Project	Permittee	
15	<u>Firearms and Dogs</u> . Permittee shall prohibit Project personnel and any other individuals associated with the Project from bringing any firearms or dogs on the Project Area during Covered Activities, except those in the possession of authorized security personnel or local, state, or federal law enforcement officials, dogs that may be used to aid in official and approved monitoring procedures/protocols, or service dogs under Title II and Title III of the American with Disabilities Act.	ITP Condition # 6.12	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
16	<u>Vehicular Traffic Restrictions</u> . Permittee shall restrict Project-related vehicle traffic to established roads and the delineated Project Area; cross-country (off-road) vehicle travel shall be prohibited unless specifically accounted for as a Covered Activity. Project-related vehicle traffic shall not exceed 25 miles per hour, except in Covered Species habitat where vehicle speed shall not exceed 15 miles per hour. If a Covered Species is encountered, drivers shall stop, wait for the Covered Species to move off the road, and immediately notify the Biological Monitor(s) and/or Authorized Biologist of the Covered Species location. If handling of a Covered Species is required, the Biological Monitor(s) shall halt Project-related activities and immediately notify the Authorized Biologist(s). Project activities may not resume until the Covered Species has moved, on its own accord, out of harm's way, or until the Authorized Biologist(s) has relocated the Covered Species.	ITP Condition # 7.1	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
17	<u>CDFW Access</u> . Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.	ITP Condition # 6.16	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
18	<u>Hazardous Waste</u> . Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 6.17	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
19	<u>Refuse Removal</u> . Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, hardened concrete, and boxes.	ITP Condition # 6.18	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
20	<u>Concrete Washout</u> . Permittee shall not conduct concrete washout within the Project Area	ITP Condition # 6.19	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
21	<u>Staging Areas</u> . Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area.	ITP Condition # 6.20	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
22	<u>Herbicides</u> . Permittee shall only use herbicides containing a harmless dye and registered with the California Department of Pesticide Regulation (DPR). All herbicides shall be applied in accordance with regulations set by DPR. All herbicides shall be used according to labeled instructions. Labeled instructions for the herbicide used shall be made available to CDFW upon request. No herbicide application when winds are greater than five (5) miles per hour.	ITP Condition # 8.1	Entire Project	Permittee	
23	<u>Rodenticides and Insecticides</u> . Permittee shall not use rodenticides and/or insecticides on the Project Area without prior written permission from CDFW. Permittee shall not use any second-generation anticoagulant rodenticide (brodifacoum, bromadiolone, difethialone, and difenacoum) on the Project Area. Permittee shall not use any first-generation anticoagulant rodenticide (diphacinone, chlorophacinone, and warfarin) on the Project Area without prior written permission from CDFW.	ITP Condition # 8.2	Entire Project	Permittee	
24	<u>Removal of Debris</u> . Permittee shall remove all hardened concrete and other loose debris in areas that need to be cleared by slowly removing stored material starting from the top and working down to ground level, rather than scooping from the ground up. This method will minimize the possibility of harming a Covered Species using the debris as shelter and will allow them to escape.	ITP Condition # 8.3	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
25	<p><u>Entrapment Inspections.</u> Any pipes, culverts, or similar structures with a diameter greater than 3 inches and less than 8 inches aboveground shall be inspected by the Authorized Biologist(s) and/or Biological Monitor(s) for Covered Species' before the material is moved, buried, or capped. The Authorized Biologist(s) and/or Biological Monitor(s) shall inspect all open holes and trenches within Covered Species habitat at a minimum of twice a day and just prior to backfilling. At the end of each work day, Permittee shall place an escape ramp at each end of trenches to allow any animals that may have become trapped in the trench to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees. If any worker discovers that Covered Species have become trapped, they shall halt Covered Activities and notify the Biological Monitor(s) and/or Authorized Biologist(s) immediately. Project workers and the Biological Monitor(s) and/or Authorized Biologist(s) shall allow the Covered Species to escape unimpeded if possible, or an Authorized Biologist(s) approved under Condition of Approval 6.4 of this ITP shall move the Covered Species out of harm's way before allowing work to continue.</p>	ITP Condition # 8.4	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
26	<p><u>Pre-Construction Clearance Surveys.</u> No more than 30 calendar days prior to start of Covered Activities, the Authorized Biologist(s) and/or Biological Monitor(s) approved under this ITP shall conduct pre-construction clearance surveys for Covered Species, using the methods described in the most recent United States Fish and Wildlife Service (USFWS) Desert Tortoise (Mojave Population) Field Manual (hereinafter referred to as USFWS Field Manual). In addition to the guidance provided in the USFWS Field Manual, CDFW provides the following requirement(s):</p> <p>Pre-construction clearance surveys shall be completed using perpendicular survey routes within the Project Area. Pre-construction clearance surveys cannot be combined with other clearance surveys conducted for other species while using the same personnel. Covered Activities cannot start until two (2) negative results from consecutive surveys using perpendicular survey routes for the Covered Species are documented.</p> <p>These surveys shall cover 100 percent of the Project Area and a 50-foot buffer zone around the Project Area. The Biological Monitor(s) and/or Authorized Biologist(s) shall record all potential Covered Species and burrows within the pre-construction clearance survey area, using high-accuracy (< 1 meter) global positioning system (GPS) technology. The Biological Monitor(s) and/or Authorized Biologist(s) shall provide the results of the pre-construction clearance survey (using the USFWS Protocol data sheet) to CDFW within 10 Calendar days of completing the surveys. The use of specialized equipment (e.g., fiber optics) may be necessary to thoroughly inspect all burrows in preparation for collapsing them.</p> <p>Twenty-Four (24) hours prior to the start of Covered Activities, the Biological Monitor(s) and/or Authorized Biologist(s) shall conduct a final clearance survey of the Project Area. The use of specialized equipment (e.g., fiber optics) may be necessary to thoroughly inspect all burrows in preparation for collapsing them.</p>	ITP Condition # 8.5, 8.5.1., 8.5.2., 8.5.3	Entire Project	Permittee	
27	<p><u>Construction Monitoring.</u> Biological Monitor(s) and/or Authorized Biologist(s) shall monitor and be present at all time during Covered Activities. Activities outside desert tortoise exclusionary fenced areas. Within desert tortoise fenced areas the Biological Monitor(s) or Authorized Biologist(s) shall be available and/or on call to monitor Covered Activities.</p>	ITP Condition # 8.6	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
28	<u>Covered Species Observations.</u> If a Covered Species is observed during Covered Activities all work within 300 feet of the Covered Species shall immediately stop and the observation shall be immediately reported to the Authorized Biologist(s). Covered Activities shall not resume until the Authorized Biologist(s) and/or Biological Monitor(s) has verified the Covered Species has left the Project Area OR an Authorized Biologist(s) approved under Condition of Approval 6 of this ITP relocates the Covered Species as described in this ITP and Desert Tortoise Translocation Plan. The Designated Representative shall immediately notify CDFW of any Covered Species observations within the Project Area. Notification shall occur as described in Condition of Approval 7.5 within 24 hours. Notification and the written report shall include the date, location, and circumstances of the observation, the name of the Authorized Biologist(s) that relocated the individual, pictures, map and shapefiles with the location (including GPS coordinates) where the individual was moved as specified in the DTTP.	ITP Condition # 8.7	Entire Project	Permittee	
29	<u>Excavating Burrows.</u> Only Authorized Biologist(s) and Biological Monitor(s) approved by CDFW under Condition of Approval 6 of this ITP are authorized to conduct burrow excavation. Excavation of burrows shall follow the methods described the USFWS Field Manual.	ITP Condition # 8.8	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
30	<u>Covered Species Fence Maintenance Inspection.</u> The Biological Monitor(s) and/or Authorized Biologist(s) shall inspect the Covered Species fencing during the Covered Activities, at the end of each workday, and during major rainfall events and within 24 hours to ensure Covered Species is prohibited from entering the Project Area. If the fence is compromised, repairs shall be completed immediately, and clearance protocol level surveys shall be conducted as described in Condition of Approval 8.5.	ITP Condition # 8.15	Entire Project	Permittee	
31	<u>Vehicle Inspection.</u> Workers shall inspect for Covered Species under vehicles and equipment before the vehicles and equipment are moved. If a Covered Species is present, the worker shall contact the Biological Monitor(s) or Authorized Biologists(s) and wait for the Covered Species to move unimpeded to a safe location or the Authorized Biologist(s) shall relocate the Covered Species as described in Condition of Approval 8.9 before moving vehicles and equipment.	ITP Condition # 8.16	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
32	<u>Raven Management.</u> The Permittee shall prepare a Raven Management Plan to minimize the potential to attract common ravens to the site and submit it to CDFW for review and approval. In addition, the Permittee shall provide funds to the Renewable Energy Action Team (REAT) account established with the National Fish and Wildlife Foundation (NFWF) to contribute to a region-wide raven control plan to help address raven predation on the tortoise. This contribution shall be used to address raven predation on a regional basis and shall be calculated as a one-time payment of \$105 per acre of project disturbance. Based on this calculation the Permittee shall provide a one-time payment at \$105.00 for 282.5 acres for a total of \$29,662.50 to the REAT account established with NFWF's Raven Management Plan fund. A minimum of 30 days prior to the start of Covered Activities these funds shall be provided to NFWF using appropriate deposit document (Attachment 4) and proof of paying this fee shall be provided to CDFW within 24 hours after the funds have been provided to NFWF.	ITP Condition # 8.18	30 days prior to the start of Covered Activities and provide proof of payment to CDFW within 24 hours after funds have been provided to NFWF	Permittee	
33	<u>Notification of Non-compliance.</u> The Designated Representative shall immediately notify CDFW if it determines that the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall report any non-compliance with this ITP to CDFW within 24 hours or as soon as email is available.	ITP Condition # 7.2	Entire Project	Permittee	
34	<u>Notification of Take or Injury.</u> Permittee shall immediately notify the Biological Monitor(s) and/or Authorized Biologist(s) if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Biological Monitor(s), Authorized Biologist(s), or Designated Representative shall provide initial notification to CDFW by following Condition of Approval 7.5. Following initial notification, Permittee shall send CDFW a written report within three calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.	ITP Condition #7.3	Entire Project	Permittee	
35	<u>Future Take or Injury Prevention.</u> The Permittee shall develop and include measures that will be implemented to prevent or minimize future take or injury of Covered Species in all reports provided under Section 7.3 above.	ITP Condition # 7.4	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
36	<u>Notifying Procedures.</u> The Permittee or the Designated Representative shall provide all required notifications in this ITP by sending an email to the CDFW Regional Representative Magdalena Rodriguez (Magdalena.Rodriguez@wildlife.ca.gov) and as described in the Notices section of this ITP. All notifications shall be submitted via email to the Regional Representative and shall include the following information: ITP Number, the ITP Condition number that the notification is addressing, any necessary photos or attachments, and the name and phone numbers of the Biological Monitor(s) and/or Authorized Biologist(s) (if applicable).	ITP Condition # 7.5	Entire Project	Permittee	
37	<u>Compliance Monitoring.</u> The Biological Monitor(s) and/or Authorized Biologist(s) shall be on-site daily when Covered Activities occur. The Biological Monitor(s) and/or Authorized Biologist(s) shall conduct compliance inspections to (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of this ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative, Biological Monitor(s), and/or Authorized Biologist(s) shall each prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP. The Authorized Biologist(s) and/or Biological Monitor shall conduct compliance inspections a minimum of three times a day (once during the onset of the day's work, once mid-day, and once at the conclusion of that day's work).	ITP Condition # 7.6	Entire Project	Permittee	
38	<u>Quarterly Compliance Report.</u> The Designated Representative, Biological Monitor(s), and/or Authorized Biologist(s) shall compile the observation and inspection records identified in Condition of Approval 7.6 and 7.3 into a Quarterly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Quarterly Compliance Reports shall be submitted to CDFW as identified in Condition of Approval 7.5 and via e-mail to the Headquarters CESA Program. Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition # 7.7	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
39	<u>Annual Status Report.</u> Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year as identified in Condition of Approval 7.7; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.	ITP Condition # 7.8	Entire Project	Permittee	
40	<u>CNDDB Observations.</u> The Designated Representative shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDB) within 60 calendar days of the observation and the Designated Representative shall include copies of the submitted forms with the next Quarterly Compliance Report or ASR, whichever is submitted first relative to the observation. More information is available at https://www.wildlife.ca.gov/Data/CNDDB .	ITP Condition # 7.9	Entire Project	Permittee	
41	<u>Final Mitigation Report.</u> No later than 45 calendar days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Compliance Report. The Biological Monitor(s) and/or Authorized Biologist(s) shall prepare the Final Compliance Report which shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) a final calculation of Covered Species habitat impacts, including geographic information system (GIS) shapefiles in the format specified in Attachment 3 of this ITP; (7) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (8) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (9) any other pertinent information.	ITP Condition # 7.10	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
42	<p>CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result with implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation.</p> <p>To meet this requirement, the Permittee shall either purchase 565 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank (Condition of Approval 9.2) OR shall provide for both the permanent protection and management of 741 acres of Habitat Management (HM) lands pursuant to Condition of Approval 9.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 9.4 below. Permanent protection and funding for perpetual management of compensatory habitat must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 10.1 below for all uncompleted obligations.</p> <p><u>Cost Estimates.</u> CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands as follows:</p> <p><i>Land acquisition.</i> Land acquisition costs for HM lands identified in Condition of Approval 9.3 below, estimated at \$1,800.00/acre for 565.00 acres: \$1,017,000.00. Land acquisitions costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements;</p> <p><i>Start-up costs.</i> Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 9.3.5 below, estimated at \$300.00/acre for 565.00 acres: \$169,500.00;</p> <p><i>Interim management.</i> Interim management period funding as described in Condition of Approval 9.3.6 below, estimated at \$300.00/acre for 565.00 acres: \$169,500.00.</p> <p><i>Long-term management.</i> Long-term management funding as described in Condition of Approval 9.4 below, estimated at \$1,450.00/acre for 565.00 acres: \$819,250.00. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.</p> <p>Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 9.5, estimated at \$3,000.00.</p>	ITP Condition # 9.0., 9.1., 9.1.1., 9.1.2., 9.1.3., 9.1.4., 9.1.5	Before commencing ground- or vegetation- disturbing activities or no later than 18 months from the issuance of this ITP if Security is provided.	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
43	<u>HM Lands Approval</u> . Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, a formal Proposed Lands for Acquisition Form (PLFAF, Attachment 5a) identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species;	ITP Condition # 9.3.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
44	<u>Land Manager</u> . Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 Calendar days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified.	ITP Condition # 9.3.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
45	<u>Start-up Activities</u> . Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see http://www.dfg.ca.gov/habcon/conplan/mitbank/); (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage;	ITP Condition # 9.3.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
46	<u>Interim Management (Initial and Capital)</u> . Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management. Permittee shall either (1) provide a security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.	ITP Condition # 9.3.6	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
47	<p><u>Endowment Fund.</u> If the Permittee will permanently protect and perpetually manage compensatory habitat as described in Condition of Approval 9.3, the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with the management plan(s) required by Condition of Approval 9.3.5. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.</p>	ITP Condition # 9.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
48	<p><u>Identify an Endowment Manager.</u> The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended. Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(4) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(4).;</p>	ITP Condition # 9.4.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
49	<p><u>Calculate the Endowment Funds Deposit.</u> After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare a Property Analysis Record (PAR) [or PAR-equivalent analysis] (hereinafter "PAR") to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). The Permittee shall submit to CDFW for review and approval the results of the PAR before transferring funds to the Endowment Manager.</p> <p><u>Capitalization Rate and Fees.</u> Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the PAR and adjust for any additional administrative, periodic, or annual fees.</p> <p><u>Endowment Buffers/Assumptions.</u> Permittee shall include in PAR assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:</p> <p><u>10 Percent Contingency.</u> A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.</p> <p><u>Three Years Delayed Spending.</u> The endowment shall be established assuming spending will not occur for the first three years after full funding.</p> <p><u>Non-annualized Expenses.</u> For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.</p>	ITP Condition # 9.4.2., 9.4.2.1., 9.4.2.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
50	<p><u>Transfer Long-term Endowment Funds.</u> Permittee shall transfer the long-term endowment funds to the Endowment Fund Manager upon CDFW approval of the Endowment Deposit Amount identified above. The approved Endowment Fund Manager may pool the Endowment Fund with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment Fund.</p>	ITP Conditions #9.4.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
51	Reimburse CDFW. Permittee shall reimburse CDFW for all reasonable expenses incurred by CDFW such as transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM Lands to CDFW.	ITP Conditions #9.5	Before commencing ground- or vegetation-disturbing activities (or within 186 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
52	<p>The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition 9 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <ol style="list-style-type: none"> <u>Security Amount</u>. The Security shall be in the amount of \$2,178,250.00. This amount is based on the cost estimates identified in Condition 9.1 above; <u>Security Form</u>. The Security shall be in the form of an irrevocable letter of credit (see Attachment 6) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel; <u>Security Timeline</u>. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of the ITP, whichever occurs first; <u>Security Holder</u>. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW; <u>Security Transmittal</u>. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 7) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other; <u>Security Drawing</u>. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of the ITP; <u>Security Release</u>. The Security (or any portion of the Security then remaining) shall be released to the Permittee after all secured requirements have been met as evidenced by: <ul style="list-style-type: none"> Timely submission of all required reports; An on-site inspection by CDFW; and Written approval from CDFW. <p>Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of the ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.</p>	ITP Condition # 10	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
53					

**DESERT TORTOISE MONITOR AND BIOLOGIST
RESPONSIBILITIES AND QUALIFICATIONS**

DESERT TORTOISE MONITOR -- Approved by the Fish and Wildlife Service to monitor project activities within desert tortoise habitat, ensure proper implementation of protective measures, and record and report desert tortoise and sign observations in accordance with approved protocol, report incidents of noncompliance in accordance with a biological opinion or permit, move desert tortoises from harm's way when desert tortoises enter project sites and place these animals in "safe areas" pre-selected by Authorized Biologists or maintain the desert tortoises in their immediate possession until an Authorized Biologist assumes care of the animal. Monitors assist Authorized Biologists during surveys and often serve as "apprentices" to acquire experience. Monitors are not authorized to conduct presence/absence or clearance surveys unless directly supervised by an Authorized Biologist; "directly supervised" means the Authorized Biologist is direct voice and sight contact with the Monitor.

AUTHORIZED BIOLOGIST -- Approved by the Fish and Wildlife Service to conduct all activities described in the previous section for Desert Tortoise Monitors, and to locate desert tortoises and their sign (i.e., conduct presence/absence and clearance surveys) and ensure that the effects of the project on the desert tortoise and its habitat are minimized in accordance with a biological opinion incidental take permit. Authorized Biologists must keep current with the latest information on U.S. Fish and Wildlife Service protocols and guidelines. An Authorized Biologist must have thorough and current knowledge of desert tortoise behavior, natural history, and ecology, physiology, and demonstrated substantial field experience and training to safely and successfully:

- handle and temporarily hold desert tortoises
- excavate burrows to locate desert tortoise or eggs
- relocate/translocate desert tortoises
- reconstruct desert tortoise burrows
- unearth and relocate desert tortoise eggs
- locate, identify, and record all forms of desert tortoise sign

GENERAL DESERT TORTOISE BIOLOGIST/MONITOR QUALIFICATIONS STATEMENT

This form should be used to provide your qualifications to agency officials if you intend to handle or survey desert tortoises during construction or other projects authorized under Sections 7 or 10 (HCPs) of the Endangered Species Act. If you seek approval to attach/remove/insert any devices or equipment to/into desert tortoises, withdraw blood, or conduct other procedures on desert tortoises, a recovery permit or similar authorization may be required.

Application for a recovery permit requires completion of Form 3-200-55, which can be downloaded at <http://www.fws.gov/forms/3-200-55.pdf>. Supplemental information for the recovery permit application should be provided with the form, *Statement of Skills and Experience with Specialized Desert Tortoise Procedures*, which is available from a U.S. Fish and Wildlife Service Field Office.

1. Contact Information:

Name	
Address	
City, State, Zip Code	
Phone Number(s)	
Email Address	

2. Date of Statement:

3. Requesting Approval as: ☐ Desert Tortoise Monitor ☐ Authorized Biologist

4. States in which authorization is requested (check all that apply):

☐ California ☐ Nevada ☐ Utah ☐ Arizona

5. Please provide information on the project:

USFWS BO or HCP Number		Date:
Project Name		
Federal Agency		
Proponent or Contractor		

6. Specify project and/or activities anticipated that require authorization (e.g. capture/release, weigh, measure, attach and remove telemetry devices and other hardware, etc.). Specifically reference the relevant document and page numbers with authorizing statements (e.g., BO, page 19, terms and conditions 6, 7, and 8):

7. If you hold, or have held, any relevant state or federal wildlife permits, provide the following:

Species	Dates	State (specify) or Federal Permit Number	Authorized Activities

8. Education (provide up to three, listing most recent first):

Institution	Dates attended	Major/Minor	Degree received
1.			
2.			
3.			

9. Desert Tortoise Training. Include numbers of animals handled under the Experience section (No. 10 below).

Name/Type of Training	Dates (From/To)	Location	Instructor/Sponsor
1.			
2.			
3.			
4.			

10. Experience – Complete for each position held, attach additional sheets as necessary. Include only those positions relevant to the requested work with desert tortoises. Distinguish between Mojave desert tortoise and other experience. Include only your experience, not information for the project you worked on (e.g. if 100 tortoises were handled on a project and you handled 5 of those tortoises, include only those 5). List most recent experience first.

General Field Experience:

Project Name, Biological Opinion, or Permit No. & Job Title	Dates (From/To)	Job Duties & Responsibilities/ Skills Used or Acquired
1.		
2.		
3.		
4.		

Specific Desert Tortoise Field Experience:

a. Number of hours or 8-hour days (specify) conducting desert tortoise-related activities (referenced above):					
b. Number of miles/kilometers walked conducting survey transects:					
c. Number of wild, free-ranging desert tortoises you encountered: <100 mm carapace length:					
>=100 mm carapace length:					
d. Number of <u>wild, free-ranging</u> desert tortoises you personally handled (circle one for each size category).					
<100 mm: Zero	<10	10-50	50-100	100-200	>200
>=100 mm: Zero	<10	10-50	50-100	100-200	>200
e. Number of <u>captive</u> desert tortoises you personally handled (circle one for each size category).					
<100 mm: Zero	<10	10-50	50-100	100-200	>200
>=100 mm: Zero	<10	10-50	50-100	100-200	>200

f. Number of transmitters or other devices (specify) you personally attached to or removed from wild, free-ranging desert tortoises (circle one for each size category).

Attached:

<100 mm: Zero <10 10-50 50-100 100-200 >200

≥100 mm: Zero <10 10-50 50-100 100-200 >200

Removed:

<100 mm: Zero <10 10-50 50-100 100-200 >200

≥100 mm: Zero <10 10-50 50-100 100-200 >200

g. Number of transmitters or other devices (specify) you personally attached to or removed from other relevant species or captive desert tortoises (circle one for each size category).

Specify species or if captive desert tortoises:

Attached:

<100 mm: Zero <10 10-50 50-100 100-200 >200

≥100 mm: Zero <10 10-50 50-100 100-200 >200

Removed:

<100 mm: Zero <10 10-50 50-100 100-200 >200

≥100 mm: Zero <10 10-50 50-100 100-200 >200

h. Number of blood samples that you personally collected from wild, free-ranging desert tortoises (circle one for each size category).

<100 mm: Zero <10 10-50 50-100 100-200 >200

≥100 mm: Zero <10 10-50 50-100 100-200 >200

i. Number of blood samples that you personally collected from other relevant species or captive desert tortoises (circle one for each size category).

Specify species or if captive desert tortoises:

Specify type of procedure:

<100 mm: Zero <10 10-50 50-100 100-200 >200

≥100 mm: Zero <10 10-50 50-100 100-200 >200

j. Experience conducting other procedures on wild, free-ranging desert tortoises (circle one for each size category).

Specify type of procedure:

<100 mm: Zero <10 10-50 50-100 100-200 >200

≥100 mm: Zero <10 10-50 50-100 100-200 >200

k. Experience conducting other procedures on other relevant species or captive desert tortoises (circle one for each size category).

Specify species or if captive desert tortoises:

Specify type of procedure:

<100 mm: Zero	<10	10-50	50-100	100-200	>200
≥100 mm: Zero	<10	10-50	50-100	100-200	>200

l. Prior authorizations for desert tortoise under Biological Opinions or Habitat Conservation Plans (specify number, date, project name and location). Do not reiterate "general field experience" information:

11. Provide at least 3 references that can verify your field qualifications and skills:

Name	Employer/Position	Address/Location	Phone Number	Email
1.				
2.				
3.				

I certify that the information submitted in this form is complete and accurate to the best of my knowledge and belief. I understand that any false statement herein may subject me to the criminal penalties of 18 U.S.C. Ch.47, Sec. 1001.

Signed: _____

Date: _____

Attachment 3
2081-2019-043-R6

GIS data collection condition for mitigation sites.

Provide CDFW with GIS Shapefiles. Collect data in WGS84 reference coordinate system in decimal degrees (DD). Provide shapefiles of the following information:

Project Information- County project is in, Project Name, Accessors Parcel Number, Lat, Long, acres, and permit number.

HM Land Information – County HM Lands are located in, Accessors Parcel Number, Lat, Long, acres, and name of mitigation package.

GIS data collection condition for translocation sites.

Provide CDFW with GIS Shapefiles. Collect data in WGS84 reference coordinate system in decimal degrees (DD). Provide shapefiles of the following information:

Project Information- County project is in, Project Name, Accessors Parcel Number, Lat, Long, acres, and permit number.

Desert Tortoise Translocation- County recipient site is located, Recipient Site, Recipient Site Accessor Parcel Number, Lat, Long, Acres of recipient site, desert tortoise release location within recipient site, age translocatee, sex of translocatee, date of translocation, and disease test results of each translocatee.

**RENEWABLE ENERGY ACTION TEAM
DEPOSIT DOCUMENT**

Detailed instructions for properly completing this document begin on page 7. REAT agencies are responsible for completing this form and submitting it to NFWF when a project proponent will be depositing funds with NFWF, but the deposits identified in the document will be made by the project proponent. Once the deposit document is completed the applicable REAT agency should submit a copy to NFWF and the project proponent. The project proponent should include a copy with the deposit.

Project Name: _____

Project Phase: *(if applicable)* _____

Project Location: *(i.e. County, Township, Range, Section, Base and Meridian)*

Land Ownership of Project Site: *(if publicly owned, identify the applicable government entity)*

Project Proponent: _____

Permittee/Grantee: *(and, if applicable, the parent company)*

Permitting Agency (check if applicable) and Decision Documents:
(identify by name, date, and permit #)

☐ **Bureau of Land Management**
☐ Decision Document Attached
Project Identification or Tracking #: _____

☐ **California Department of Fish and Wildlife**
☐ Decision Document Attached
Project Identification or Tracking #: _____
☐ SB 34 Funds _____

☐ **California Energy Commission**
☐ Decision Document Attached
Project Identification or Tracking #: _____

☐ **U.S. Fish and Wildlife Service**
☐ Decision Document Attached
Project Identification or Tracking #: _____

Monies Required for Deposit into Sub-Accounts:

Check the appropriate box(es) below and specify the dollar amount(s) for deposit.

<input type="checkbox"/>	1. Land Acquisition Deposit	\$ _____
	RFP Fee (\$30,000) (consult NFWF if needed)	\$ _____
	NFWF Deposit Fee (\$3,000)	\$ _____
<input type="checkbox"/>	2. Initial Enhancement Deposit	\$ _____
	NFWF Deposit Fee (\$3,000)	\$ _____
<input type="checkbox"/>	3. Restoration & Habitat Management Deposit	\$ _____
	NFWF Deposit Fee (\$3,000)	\$ _____
<input type="checkbox"/>	4. Initial & Capital Management & Maintenance Deposit	\$ _____
	NFWF Deposit Fee (\$3,000)	\$ _____
<input type="checkbox"/>	5. Long-Term Management & Maintenance Deposit	\$ _____
	NFWF Deposit Fee (\$3,000)	\$ _____
<input type="checkbox"/>	6. Raven Management Deposit	\$ _____
<input type="checkbox"/>	7. Bald & Golden Eagle Deposit	\$ _____
<input type="checkbox"/>	8. Condor Deposit	\$ _____
	NFWF Deposit Fee (\$3,000 to be paid by initial depositor)	\$ _____
<input type="checkbox"/>	9. Mitigation Effectiveness Monitoring Deposit	\$ _____
	NFWF Deposit Fee (\$3,000)	\$ _____
	TOTAL DEPOSIT for Project (or Project Phase)	\$ _____

Deposit Document Prepared & Submitted by and Date:

Name of Agency Contact Person/Representative

Date

<input type="checkbox"/>	Prior Deposit Document(s) submitted for previous deposit(s): <i>(check and complete, if applicable)</i>	
	Project Phase: _____	Deposit: \$ _____
	Project Phase: _____	Deposit: \$ _____
	Project Phase: _____	Deposit: \$ _____

Sub-Account and Required Mitigation Activities¹:

Check the appropriate box below of the Sub-Account that is to receive monies and provide the required information in the numbered sub-sections that follow. If more than one Sub-Account is to receive monies, for each additional Sub-Account check multiple boxes and provide the required information.

☐ **1. Land Acquisition Sub-Account**

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s)
(these documents must be provided to NFWF at time of submission of Deposit Document):
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

☐ **2. Initial Enhancement Sub-Account**

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s)
(these documents must be provided to NFWF at time of submission of Deposit Document):
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

☐ **3. Restoration & Habitat Management Sub-Account**

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s)
(these documents must be provided to NFWF at time of submission of Deposit Document):

¹ The term "Mitigation Activities" for purposes of this Deposit Document means "any biological mitigation or conservation actions required as conditions of Project approval, and other actions agreed to by the Proponent in the Project description, as identified in a Decision Document. Mitigation Activities include, but may not be limited to, the acquisition, protection, and long-term management of compensatory habitat; the restoration, enhancement, or protection of other habitat; actions to protect or manage sensitive species; related monitoring and reporting; and other associated actions, including but not limited to land appraisals and inspections, title searches, and special studies."

- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

☐ **4. Initial & Capital Management & Maintenance Sub-Account**

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s)
(these documents must be provided to NFWF at time of submission of Deposit Document):
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

☐ **5. Long-Term Management & Maintenance Sub-Account**

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s)
(these documents must be provided to NFWF at time of submission of Deposit Document):
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

☐ **6. Raven Management Sub-Account**

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s)
(these documents must be provided to NFWF at time of submission of Deposit Document):

- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

☐ **7. Bald & Golden Eagle Sub-Account**

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s)
(these documents must be provided to NFWF at time of submission of Deposit Document):
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

☐ **8. Condor Sub-Account**

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s)
(these documents must be provided to NFWF at time of submission of Deposit Document):
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

☐ **9. Mitigation Effectiveness Monitoring Sub-Account**

Insert information about the "NFWF Annual Fee" and "Investment Policy Statement" below after discussing these items with NFWF in advance.

NFWF Annual Fee:

Investment Policy Statement:

- a. Description of Mitigation Activity (including acreage totals):

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- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s)
(these documents must be provided to NFWF at time of submission of Deposit Document):
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

DEPOSIT DOCUMENT INFORMATION & INSTRUCTIONS

The Deposit Document is for use by the Renewable Energy Action Team Agencies (USFWS, BLM, DFW, and CEC) and the National Fish and Wildlife Foundation (NFWF). The Deposit Document is not itself a Decision Document. The Deposit Document is to be filled out by the appropriate REAT Agency(ies) staff, as determined by the REAT Agencies. The REAT Agency staff who takes the lead in preparing the Deposit Document shall coordinate with the other applicable REAT Agency staff, non-REAT Agency staff if the lead permitting agency is not a REAT Agency, and NFWF staff prior to finalizing the Deposit Document. REAT agencies are responsible for completing this form and submitting it to NFWF when a project proponent will be depositing funds with NFWF, but the deposits identified in the document will be made by the project proponent. Once the deposit document is completed the applicable REAT agency should submit a copy to NFWF and the project proponent. The project proponent should include a copy with the project proponent's deposit.

The REAT Agency to take the lead in preparing the Deposit Document shall be as follows:

- The CEC if the CEC is a permitting agency regardless of whether the project is on public or private lands
- The BLM if the CEC is not a permitting agency and the project is on public lands
- The DFW if the CEC is not a permitting agency, the project is on private lands, and the DFW issues a permit under Fish and Wildlife Code section 2081(b)
- The USFWS if the CEC is not a permitting agency, the project is on private lands, and the DFW makes a consistency determination under Fish and Wildlife Code section 2080.1

A. Project Name:

- Identify the name of the permitted project.

B. Project Phase:

- If the project has been permitted in phases, specify the phase(s) to which this Deposit Document applies.

C. Project Location:

- Identify the county in which the project is located.
- Provide available information as to township, range, section, and base and meridian.

D. Land Ownership of Project Site:

- Indicate whether the land on which the permitted project or project phase(s) is located is privately or publicly owned.
- If it is publicly owned, identify the applicable governmental entity.

E. Permittee/Grantee:

- Identify the name of the permittee/grantee, which also may be known as the project proponent or responsible party.
- If the permittee/grantee is a company that is owned by another company, identify the name of the parent company.

F. Permitting Agency and Decision Documents:

- Check the box of each permitting agency. This is an agency that has issued a decision document (permit or other authorization) for the project or project phase(s).
- Under the applicable permitting agency, identify the decision document by (1) name; (2) date; (3) permit identification number.
- Submit with the Deposit Document, a CD or hard copy of each decision document, and indicate by checking the box that the decision document is attached.
- Under the applicable permitting agency, identify the project identification or tracking number. For example, for BLM, this is the “CACA” number. For DFW, this may be an “ITP”, “SAA”, “SCH”, or other number. For the CEC, this is the “Decision” number. For the USFWS, this is the “Permit” or “File” number. For DFW, if any funds collected by DFW pursuant to SB 34 are being deposited, check the box indicating this fact and specify in the “Required Measure Details” of the deposit document which of the measures are to be paid for using such funds.

G. Monies Required for Deposit:

- There are the following potential Sub-Accounts for each Project established under the NFWF REAT Mitigation Account. For each Sub-Account there is a one-time \$3000 Deposit Fee, and an Annual Fee. The potential Sub-Accounts and the associated NFWF fees to be paid by the project proponent are as follows:
 1. Land Acquisition Sub-Account
 - a. NFWF Deposit Fee (\$3000 one-time)
 - b. NFWF Annual Fee (greater of 3% or \$1000 annual)
 2. Initial Enhancement Sub-Account
 - a. NFWF Deposit Fee (\$3000 one-time)
 - b. NFWF Annual Fee (greater of 3% or \$1000 annual)
 3. Restoration & Habitat Management Sub-Account
 - a. NFWF Deposit Fee (\$3000 one-time)
 - b. NFWF Annual Fee (greater of 3% or \$1000 annual)
 4. Long-Term Management & Maintenance Sub-Account
 - a. NFWF Deposit Fee (\$3000 one-time)
 - b. NFWF Annual Fee (1%)
 5. Initial & Capital Management & Maintenance Sub-Account
 - a. NFWF Deposit Fee (\$3000 one-time)
 - b. NFWF Annual Fee (greater of 1% or \$1000 annual)
 6. Raven Management Sub-Account
 - a. NFWF Deposit Fee (\$3000 one-time, paid by the initial depositor)
 - b. NFWF Annual Fee (greater of 2% or \$1000 annual)
 7. Bald & Golden Eagle Sub-Account
 - a. NFWF Deposit Fee (\$3000 one-time, paid by the initial depositor)
 - b. NFWF Annual Fee (greater of 2% or \$1000 annual)
 8. Condor Sub-Account
 - a. NFWF Deposit Fee (\$3000 one-time, paid by the initial depositor)
 - b. NFWF Annual Fee (greater of 2% or \$1000 annual)
 9. Mitigation Effectiveness Monitoring Sub-Account
 - a. NFWF Deposit Fee (\$3000)
 - b. NFWF Annual Fee (to be determined on a sub-account specific basis and set forth in Section 9 of Sub-Account and Required Mitigation Activities of the Deposit Document)

- Check the box next to each Sub-Account that is to receive monies for required measures for the permitted project or project phase(s).
- See Section J below for instructions on entering dollar amounts for the applicable Sub-Account.
- To calculate the “**TOTAL DEPOSIT for Project (or Project Phase),**” add together all of the amounts indicated in the spaces provided to be deposited into each of the sub-accounts for the required Mitigation Activities cost estimates.
- Please note that all costs are best estimates. In addition, with respect to any Mitigation Activities, including Land Acquisition Mitigation Activities, that are based on the REAT Cost Table, the costs are the REAT’s best estimates as of July 23, 2010. Actual costs will be determined at the time of the transactions and may change the funding needed to implement the required Mitigation Activities. Regardless of the estimates, the Project proponent is responsible for providing adequate funding to implement the required Mitigation Activities.

H. Deposit Document Prepared & Submitted by and Date:

- The REAT Agency staff who takes the lead in preparing the Deposit Document shall identify his/her name, contact information, and Agency, and date. This information is helpful for NFWF staff if there are questions about the Deposit Document.

I. Prior Deposit Documents:

- Check the box if a prior deposit document was submitted for the project. If the box is checked, identify the phase of the project and the total dollar figure of the deposit for which the prior deposit document was submitted. There is space to identify up to five (5) prior deposit documents.

J. Specific Sub-Account Information

1. Land Acquisition Sub-Account:

- a. A Land Acquisition Sub-Account is for land acquisitions for compensatory mitigation.
- b. The amount of money to be deposited for the Land Acquisition Sub-Account can be found in the “Total – Land Acquisition” line-item on the applicable REAT Cost Table. This amount includes the estimated cost of all land acquisition measures (which may involve multiple habitat types), the NFWF Annual Management Fee, the NFWF Deposit Fee for the Land Acquisition Sub-Account establishment). The applicable REAT Agencies may also indicate an RFP fee when they anticipate the need for an RFP associated with a Mitigation Activity.
- c. All NFWF fees for the Land Acquisition Sub-Account are calculated per sub-account, not per habitat type.
- d. NFWF’s prevailing Investment Policy Statement Governing Cash Management governs the investment of funds in this sub-account.
- e. In the “**Monies Required for Deposit into Sub-Accounts**” section of the Deposit Document:
 - In the space provided for the Land Acquisition Deposit line-item, specify the amount of money to be deposited into the Land Acquisition Sub-Account for the land acquisition, including the NFWF Annual Management Fee.
 - In the space provided for the RFP Fee line-item, if the applicable REAT Agencies indicate the need for an RFP associated with the land acquisition and the depositor is

including the RFP Fee in its deposit, specify the amount of money to be deposited into the Land Acquisition Sub-Account for the anticipated RFP.

- In the space provided for the NFWF Deposit Fee line-item, specify the amount of money to be deposited into the Land Acquisition Sub-Account for the NFWF Deposit Fee to establish the sub-account.

2. Initial Enhancement Sub-Account:

- a. An Initial Enhancement Sub-Account is for initial actions to enhance the habitat on the acquired compensatory mitigation lands.
- b. The amount of money to be deposited for the Initial Enhancement Sub-Account can be found in the “Total – Initial Enhancement” line-item on the applicable REAT Cost Table. This amount includes the estimated cost of initial enhancement measures, the NFWF Annual Management Fee, and the NFWF Deposit Fee for the Initial Enhancement Sub-Account establishment.
- c. All NFWF fees for the Initial Enhancement Sub-Account are calculated per sub-account.
- d. NFWF’s prevailing Investment Policy Statement Governing Cash Management governs the investment of funds in this sub-account.
- e. In the “**Monies Required for Deposit into Sub-Accounts**” section of the Deposit Document:
 - In the space provided for the Initial Enhancement Deposit line-item, specify the amount of money to be deposited into the Initial Enhancement Sub-Account for initial enhancement activities, including the NFWF Annual Management Fee.
 - In the space provided for the NFWF Deposit Fee line-item, specify the amount of money to be deposited into the Initial Enhancement Sub-Account for the NFWF Deposit Fee to establish the sub-account.

3. Restoration & Habitat Management Sub-Account:

- a. A Restoration & Habitat Management Sub-Account is for actions to mitigate impacts by restoring and/or managing habitats on existing public or private lands, or on acquired compensatory mitigation lands.
- b. The amount of money to be deposited for the Restoration & Habitat Management Sub-Account can be found in the “Total – Restoration & Habitat Management” line-item on the applicable REAT Cost Table. This amount includes the estimated cost of restoration and habitat management measures, the NFWF Annual Management Fee, and the NFWF Deposit Fee for the Restoration & Habitat Management Sub-Account establishment.
- c. All NFWF fees for the Restoration & Habitat Management Sub-Account are calculated per sub-account.
- d. NFWF’s prevailing Investment Policy Statement Governing Cash Management governs the investment of funds in this sub-account.
- e. In the “**Monies Required for Deposit into Sub-Accounts**” section of the Deposit Document:
 - In the space provided for the Restoration & Habitat Management Deposit line-item, specify the amount of money to be deposited into the Restoration & Habitat Management Sub-Account for restoration and habitat management activities, including the NFWF Annual Management Fee.

- In the space provided for the NFWF Deposit Fee line-item, specify the amount of money to be deposited into the Restoration & Habitat Management Sub-Account for the NFWF Deposit Fee to establish the sub-account.

4. Initial & Capital Management & Maintenance Sub-Account:

- a. An Initial & Capital Management & Maintenance Sub-Account is for actions required to manage and maintain lands acquired for compensatory mitigation in the first three years or other initial period of management and maintenance.
- b. The amount of money to be deposited for the Initial & Capital Management & Maintenance Sub-Account can be found in the “Total – Initial & Capital Management & Maintenance” line-item on the applicable REAT Cost Table. This amount includes the estimated cost of initial and capital management and maintenance measures, the NFWF Annual Management Fee, and the NFWF Deposit Fee for the Initial & Capital Management & Maintenance Sub-Account establishment.
- c. All NFWF fees for the Initial & Capital Management & Maintenance Sub-Account are calculated per sub-account.
- d. NFWF’s prevailing Investment Policy Statement Governing Cash Management governs the investment of funds in this sub-account.
- e. In the “**Monies Required for Deposit into Sub-Accounts**” section of the Deposit Document:
 - In the space provided for the Initial & Capital Management & Maintenance Deposit line-item, specify the amount of money to be deposited into the Initial & Capital Management & Maintenance Sub-Account for initial and capital management and maintenance activities, including the NFWF Annual Management Fee.
 - In the space provided for the NFWF Deposit Fee line-item, specify the amount of money to be deposited into the Initial & Capital Management & Maintenance Sub-Account for the NFWF Deposit Fee to establish the sub-account.

5. Long-Term Management & Maintenance Sub-Account:

- a. A Long-Term Management & Maintenance Sub-Account is for actions required for the long-term management and maintenance of lands acquired for compensatory mitigation following the initial period of management and maintenance.
- b. If the project is at the initial stage where the developer is securing the performance of the requirement to set aside funds for the long-term management and maintenance of compensatory mitigation lands that have yet to be acquired, then the dollar figure in the “Total – Long-Term Management & Maintenance” line-item on the applicable REAT Cost Table represents the amount of the security for performance to be deposited or placed with the applicable REAT Agencies. This amount is an estimate based on a formula specified by the REAT Agencies.
- i. The space provided for the Long-Term Management & Maintenance line-item on the Deposit Document should be left blank because the security for performance is not deposited with NFWF.
- f. If the project is at the phase where the compensatory mitigation lands have been approved by the applicable REAT Agencies for acquisition or CE protection, and 1) the amount of money required to be set aside for the long-term management and maintenance of the mitigation lands has been calculated and approved by the applicable REAT Agencies in accordance with a Property Record Analysis (PAR) or other property

analysis methodology; and 2) NFWF is to be the holder of the Long-Term Management & Maintenance funds, then in the **“Monies Required for Deposit into Sub-Accounts”** section of the Deposit Document:

- ii. In the space provided for the Long-Term Management & Maintenance Deposit line-item, specify the amount of money to be deposited into the Long-Term Management & Maintenance Sub-Account for the long-term management and maintenance of the compensatory mitigation lands. This should be the amount identified in the PAR or other property analysis methodology for long-term management and maintenance activities (which incorporates into its calculation the NFWF Annual Management Fee).
- iii. In the space provided for the NFWF Deposit Fee line-item, specify the amount of money to be deposited into the Long-Term Management & Maintenance Sub-Account for the NFWF Deposit Fee to establish the sub-account.
- c. All NFWF fees for the Long-Term Management & Maintenance Sub-Account are calculated per sub-account.
- d. The REAT’s prevailing Investment Policy Statement for Mitigation Endowment Accounts Held by the National Fish and Wildlife Foundation (As of July 2018) governs the investment of funds in this sub-account.
- e. Other special provisions as set forth below on pages 16-17 apply to this sub-account.

6. Raven Management Sub-Account:

- a. The Raven Management Sub-Account is a single comingled sub-account for actions to manage ravens in order to minimize and mitigate impacts to desert tortoise, as identified by the Raven Management Work Group and approved by the REAT Agency Managers following the elements outlined in Mitigation for Common Raven Predation on the Desert Tortoise (http://dmg.gov/documents/20101130_RPT_Common_Raven_Predation_on_DT_USFW_S.pdf) and analyzed in the Environmental Assessment to Implement a Desert Tortoise Recovery Plan Task: Reduce Common Raven Predation on the Desert Tortoise (USFWS et. al 2008).
- b. The amount of money to be deposited into the Raven Management Sub-Account is the estimated cost of raven management measures, as determined by the applicable REAT Agencies, including the NFWF Annual Management Fee, and, if applicable, the NFWF Deposit Fee for the Raven Management Sub-Account establishment.
- c. NFWF’s prevailing Investment Policy Statement Governing Cash Management governs the investment of funds in this sub-account.
- d. In the **“Monies Required for Deposit into Sub-Accounts”** section of the Deposit Document:
 - o In the space provided for the Raven Management Deposit line-item, specify the amount of money to be deposited into the Raven Management Sub-Account for raven management activities, including the NFWF Annual Management Fee.

7. Bald & Golden Eagle Sub-Account:

- a. The Bald & Golden Eagle Sub-Account is a single, comingled sub-account actions to conserve bald and golden eagles and minimize impacts from development.
- b. The amount of money to be deposited into the Bald & Golden Eagle Account is the estimated cost of bald and golden eagle Mitigation Activities, as determined by the

- applicable REAT Agencies, including the NFWF Annual Management Fee, and if applicable, the NFWF Deposit Fee for Bald & Golden Eagle Sub-Account establishment.
- c. NFWF's prevailing Investment Policy Statement Governing Cash Management governs the investment of funds in this sub-account.
 - d. In the **"Monies Required for Deposit into Sub-Accounts"** section of the Deposit Document:
 - o In the space provided for the Bald & Golden Eagle Deposit line-item, specify the amount of money to be deposited into the Bald & Golden Eagle Sub-Account for bald and golden eagle activities, including the NFWF Annual Management Fee.

8. Condor Sub-Account:

- a. The Condor Sub-Account is a single, comingled sub-account for actions to conserve and manage condors.
- b. The amount of money to be deposited into the Condor Sub-Account is the estimated cost of Condor Activities, as determined by the applicable REAT Agencies, including the NFWF Annual Management Fee, and if applicable, the NFWF Deposit Fee for the Condor Sub-Account establishment.
- c. NFWF's prevailing Investment Policy Statement Governing Cash Management governs the investment of funds in this sub-account.
- d. In the **"Monies Required for Deposit into Sub-Accounts"** section of the Deposit Document:
 - o In the space provided for the Condor Deposit line-item, specify the amount of money to be deposited into the Condor Sub-Account for condor activities, including the NFWF Annual Management Fee.
 - o As to the initial deposit, in the space provided for the NFWF Deposit Fee line-item on the Deposit Document, specify the amount of money to be deposited into the Condor Sub-Account for the NFWF Deposit Fee to establish the sub-account.

9. Mitigation Effectiveness Monitoring Sub-Account:

- a. The Mitigation Effectiveness Monitoring Sub-Account is for identified mitigation effectiveness monitoring, as specified by the applicable REAT Agencies.
- b. The amount of money to be deposited into the Mitigation Effectiveness Monitoring Sub-Account is the estimated cost of Mitigation Effectiveness Monitoring Activities, as determined by the applicable REAT Agencies, including the NFWF Annual Management Fee, and if applicable, the NFWF Deposit Fee for the Mitigation Effectiveness Monitoring Sub-Account establishment.
- c. All NFWF fees for the Mitigation Effectiveness Monitoring Sub-Account are calculated per sub-account. The NFWF Annual Management Fee for this sub-account is to be determined on a sub-account specific basis and set forth in Section 9 of Sub-Account and Required Mitigation Activities of the Deposit Document.
- d. The applicable prevailing NFWF Investment Policy Statement to govern the investment of funds in this sub-account is to be determined on a sub-account specific basis and set forth in Section 9 of Sub-Account and Required Mitigation Activities of the Deposit Document.
- e. In the **"Monies Required for Deposit into Sub-Accounts"** section of the Deposit Document:

- In the space provided for the Mitigation Effectiveness Monitoring Deposit line-item, specify the amount of money to be deposited into the Initial Enhancement Sub-Account for mitigation effectiveness monitoring activities, including the NFWF Annual Management Fee.
- In the space provided for the NFWF Deposit Fee line-item, specify the amount of money to be deposited into the Mitigation Effectiveness Monitoring Sub-Account for the NFWF Deposit Fee to establish the sub-account.

K. Sub-Account and Required Mitigation Activities² Details:

- The following are the Mitigation Activities by Sub-Account:
 1. **Land Acquisition:** These are land acquisitions for compensatory mitigation.
 2. **Initial Enhancement:** These are initial actions to enhance the habitat on the acquired compensatory mitigation lands.
 3. **Restoration & Habitat Management:** These are actions to mitigate impacts by restoring and/or managing habitats on existing public or private lands, or on acquired compensatory mitigation lands.
 4. **Initial & Capital Management & Maintenance:** These are actions required to manage and maintain lands acquired for compensatory mitigation in the first three years or other initial period of management and maintenance.
 5. **Long-term Management & Maintenance:** These are actions required for the long-term management and maintenance of lands acquired for compensatory mitigation following the initial period of management and maintenance.
 6. **Raven Management:** These are actions to manage ravens in order to minimize and mitigate impacts to desert tortoise, as identified by the Raven Management Work Group and approved by the REAT Agency Managers following the elements outlined in Mitigation for Common Raven Predation on the Desert Tortoise (http://dmg.gov/documents/20101130_RPT_Common_Raven_Predation_on_DT_USFW_S.pdf) and analyzed in the Environmental Assessment to Implement a Desert Tortoise Recovery Plan Task: Reduce Common Raven Predation on the Desert Tortoise (USFWS et. al 2008).
 7. **Bald & Golden Eagle:** These are actions to conserve bald and golden eagles and minimize impacts from development.
 8. **Condor:** These are actions to conserve and manage condors.
 9. **Mitigation Effectiveness Monitoring:** These are actions for identified mitigation effectiveness monitoring, as specified by the applicable REAT Agencies.
- Make a list of the required Mitigation Activities to be funded with monies deposited into the applicable Sub-Account.
- For each Mitigation Activity, please provide the specific information in subsections a-d, as follows:
 - Subsection a.: Description of the Mitigation Activity
 - Subsection b.: Citation(s) to the applicable Decision Document(s) requiring the Mitigation Activity, such as the page, section, and condition number. Please provide

² See Footnote 1 for the definition of the term "Mitigation Activities."

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copies of the Decision Document(s) to NFWF at the time of submission of the Deposit Document.

- Subsection c: Determination of the start date, performance period, and due date and determination method for satisfaction of Mitigation Activity
- Subsection d.: Identification of the applicable REAT Agency(ies) with authority over implementation of the Mitigation Activity, the name of the agency contact person/representative for the sub-account, and the contact information for the such person, including phone number and email address.
- For DFW, indicate which Mitigation Activity, if any, are to be paid for using deposited SB 34 funds, the use of which is limited to mitigation.

SPECIAL PROVISIONS FOR LONG-TERM MANAGEMENT & MAINTENANCE SUB-ACCOUNTS

The REAT Agencies and NFWF have agreed to the following provisions and procedures for Long-Term Management & Maintenance Sub-Accounts established within the REAT Account. To the extent these provisions and procedures pertain to disbursements of monies from such sub-accounts, such provisions and procedures will be included in Recipient Agreements that NFWF signs with entities or individuals that receive monies from Long-Term Management & Maintenance Sub-Accounts (Recipients).

- A. The applicable REAT Agency(ies) are responsible for approving the Property Analysis Record, or equivalent endowment assessment methodology (in either case the “Endowment Assessment”) that calculates the amount of money necessary to provide a source of long-term or perpetual funding for the long-term management and maintenance of the applicable compensatory mitigation lands required by or incorporated as agreed to in the applicable Decision Document(s), and shall approve an associated payment schedule for disbursements from a Long-Term Management & Maintenance Sub-Account.
- B. The REAT Agencies may elect to meet with NFWF at intervals as requested by the REAT Agencies (but no more frequently than annually) to review, in consultation with NFWF’s investment advisors, the financial status of any Long-Term Management & Maintenance Sub-Accounts for the purpose of assessing whether actual investment performance to date, prevailing economic conditions, or other factors pose a material risk of depletion with respect to such Long-Term Management & Maintenance Sub-Accounts. If NFWF and the applicable REAT Agencies determine, in consultation with NFWF’s investment advisors, that there exists a material risk of depletion with respect to any Long-Term Management & Maintenance Sub-Accounts, NFWF and the applicable REAT Agencies will jointly develop one or more options that may be employed by the applicable REAT Agency(ies) to mitigate such risk. Options include, but are not necessarily limited to, a determination and directive by the applicable REAT Agency(ies) to suspend or reduce disbursements from one or more Long-Term Management & Maintenance Sub-Accounts for a period of time until the risk of depletion has receded to acceptable levels. The determination to implement any such risk mitigation options shall be made by the applicable REAT Agency(ies) acting in their sole discretion, in writing, to NFWF. To the greatest extent feasible, the applicable REAT Agency(ies) will exercise their discretion in a manner that does not adversely affect the ability to achieve the biological minimization and mitigation objectives under the applicable REAT Agency’s(ies’) respective Decision Documents. NFWF will implement risk mitigation options as directed in writing by the applicable REAT Agency(ies).
- C. To the extent authorized by applicable Decision Documents, law or regulation, the applicable REAT Agency(ies) may suspend or reduce disbursements from a Long-Term Management & Maintenance Sub-Account for reasons related to the Recipient’s performance of long-term land management and maintenance activities on the applicable compensatory mitigation lands. In the event any applicable REAT Agency exercises such authority, it will provide written notice and direction to NFWF to suspend or reduce disbursements. NFWF will suspend or reduce disbursements from a Long-Term Management & Maintenance Sub-Account as directed by the applicable REAT Agency(ies) in writing.

- D. To the extent authorized by applicable Decision Documents, law or regulation, the applicable REAT Agency(ies) may authorize or direct NFWF in writing to make disbursements from a Long-Term Management & Maintenance Sub-Account to fund a project or activity that was not accounted for in the applicable Endowment Assessment, including but not necessarily limited to activities in response to a catastrophic event, e.g., recovery after a fire. NFWF will make such disbursements, as directed by the applicable REAT Agency(ies) in writing. The applicable REAT Agency(ies) acknowledge that such disbursements may impair the viability of the applicable Long-Term Management & Maintenance Sub-Account as a source of perpetual funding for long-term management and maintenance activities for the applicable compensatory mitigation lands.
- E. NFWF shall not be liable in any respect to the REAT Agencies or any Recipient, or to any other person or entity, for:
1. any errors, omissions, inaccuracies, or other elements of any Endowment Assessment approved by the applicable REAT Agency(ies) for compensatory mitigation lands required by or incorporated into a Decision Document;
 2. any decision, direction, or instruction by the applicable REAT Agency(ies) that suspends or reduces disbursements of funding from any Long-Term Management & Maintenance Sub-Account; or
 3. any decision, direction, or instruction by the applicable REAT Agency(ies) that directly or indirectly impairs the viability of any Long-Term Management & Maintenance Sub-Account as a source of perpetual funding for the long-term management and maintenance activities for the applicable compensatory mitigation lands.

SUBMITTING THE DEPOSIT DOCUMENT AND FUNDS FOR DEPOSIT

The Deposit Document may be submitted to NFWF by a REAT Agency separately from, but concurrent with, the Project Proponent's payment of funds for deposit, or the Deposit Document may be submitted to NFWF by the Project Proponent together with the payment of funds for deposit. The funds for deposit may be paid by check or wire:

All deposits must include a notation identifying the name of the project for which the deposit is being made.

Deposits by check shall be sent to:

National Fish and Wildlife Foundation
1133 15th Street, NW, Suite 1000
Washington, D.C. 20005
Attn: Chief Financial Officer

Deposits by wire shall be sent to:

For depositors desiring to send funds to NFWF via electronic funds transfer, the deposit will be made in accordance with wire instructions provided by NFWF in writing at the time of deposit.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
PROPOSED LANDS FOR ACQUISITION FORM ("PLFAF")

Date: _____

TO: Regional Representative

Facsimile:

FROM: _____

Applicant proposes that the following parcel(s) of land be considered for approval by the California Department of Fish and Wildlife as suitable for purposes of habitat management lands to compensate the adverse environmental impacts of the Project:

<u>Section(s)</u>	<u>Township</u>	<u>Range</u>	<u>County</u>	<u>Acres</u>
-------------------	-----------------	--------------	---------------	--------------

_____	_____	_____	_____	_____
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Current Legal Owner(s), of the surface and mineral estates, include Assessor's Parcel Number(s):

General Description of Location of Parcel(s):

Land Value: \$

For Region Use Only

APPROVED ____

By: _____
Regional Manager's Signature

DATE: _____

REJECTED ____

Region: _____

Explanation: _____

DEPARTMENT OF FISH AND WILDLIFE
HABITAT MANAGEMENT LAND ACQUISITION PACKAGE CHECKLIST FOR PROJECT APPLICANTS

The following checklist is provided to inform you of what documents are necessary to expedite the Department of Fish and Wildlife (CDFW) processing of your Habitat Management Land acquisition proposal. Any land acquisition processing requests which are incomplete when received, will be returned. The Region contact will review and approve the document package and forward it to the Habitat Conservation Planning Branch Senior Land Agent with a request to process the land acquisition for formal acceptance.

To: _____
Regional Manager, Region Name

From: _____
Project Applicant

Phone: _____

Tracking #: _____
CDFW assigned permit or agreement #

Project Name: _____

Enclosed is the complete package for the ☐ Conservation Easement OR ☐ Grant Deed

Documents in this package include:

- ☐ Fully executed, approved as to form Conservation Easement Deed or Grant Deed with legal description stamped by a licensed surveyor. Date executed: _____
- ☐ Proposed Lands for Acquisition Form (PLFAF)
- ☐ Phase I Environmental Site Assessment Report Date on report: _____
(An existing report may be used, but it must be less than two years old.)
- ☐ Preliminary Title Report(s) for subject property is enclosed and has been reviewed for Encumbrances, including severed mineral estates, and other easements. The title report must be less than six months old when final processing is conducted.
 - Included are additional documents:
 - ☐ document(s) to support title exceptions
 - ☐ document(s) to explain title encumbrances
 - ☐ a plot or map of easements/encumbrances on the property
- ☐ Policy of Title Insurance (an existing title policy is not acceptable)
- ☐ County Assessor Parcel Map(s) for subject property
- ☐ Site Location Map (Site location with property boundaries outline on a USGS 1:24,000 scale topo)
- ☐ Final Permit or Agreement (or other appropriate instrument)
 - Type of agreement: ☐ Bank Agreement ☐ Mitigation Agreement
 - ☐ Permit _____ Other: _____
(write in type of permit)
- ☐ Final Management Plan (if required prior to finalizing permit or agreement or if this package is for a Grant Deed)
- ☐ Biological Resources Report
- ☐ Draft Summary of Transactions ☐ hard copy ☐ electronic copy (both are required)

IRREVOCABLE STANDBY LETTER OF CREDIT
NO. **[Number issued by financial institution]**

Issue Date: **[date]**

Beneficiary:

Department of Fish and Wildlife
1416 Ninth Street, 12th Floor
Sacramento, CA 95814
Attn: HCPB Mitigation Account Coordinator

Amount: U.S. \$**[dollar number]** **[(dollar amount)]**

Expiry: **[Date]** at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, **[name of applicant]** ("Applicant"), we, **[Name of financial institution]** ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife ("Department"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. \$**[dollar number]** **[(dollar amount)]** ("Principal Sum").
2. We are informed this Credit is and has been established for the benefit of the Department pursuant to the terms of the incidental take permit for the Soda Mountain Solar Project issued by the Department to the Applicant on **[date]** (No. 2081-2016-062-06) ("Permit").
3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements, as set forth in Conditions 9 and 10 in the Permit ("Mitigation Requirements").
4. We are finally informed that this Credit is intended by the Department and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. The Department shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A, which is attached hereto, at our office located at **[name and address of financial institution]**.

6. The Certificate shall be completed and signed by an "Authorized Representative" of the Department as defined in paragraph 12 below. Presentation by the Department of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.
7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to the Department, or to the account of the Department, in immediately available funds, as the Department shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give the Department prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, the Department may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to the Department an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of the Department, as defined in paragraph 12 below.
12. An "Authorized Representative" shall mean either the Director of the Department of Fish and Wildlife, the General Counsel of the Department of Fish and Wildlife, or a Regional Manager of the Department of Fish and Wildlife.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify the Department in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at **[name and address of financial institution]**, specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for the Department: Department of Fish and Wildlife, Habitat Conservation Planning Branch, 1416 Ninth Street, 12th Floor, Sacramento, California 95814-2090 Attn: HCPB Mitigation Account Coordinator; and (ii) for the Applicant: **[name and address of applicant]**.

15. This Credit may not be transferred.
16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.
17. This Credit shall, if not canceled, expire on [**expiration date**], or any extended expiration date.
18. We hereby agree with the Department that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.
19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

[Name of financial institution]

By: _____
Name: _____
Title: _____

ATTACHMENT A

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [***Number issued by financial institution***]
CERTIFICATE FOR DRAWING

To:

[Name and address of financial institution]

Re: Incidental Take Permit No. [***permit number***]

The undersigned, a duly Authorized Representative of the Department of Fish and Wildlife ("DEPARTMENT"), as defined in paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. [***Insert one of the following statements:*** "In the opinion of the DEPARTMENT, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." ***or*** "As set forth in paragraph 13, the Issuer has informed the DEPARTMENT that the Credit will not be extended and the Applicant has not provided the DEPARTMENT with an equivalent security approved by the DEPARTMENT to replace the Credit."]
2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.
3. The DEPARTMENT is therefore making a drawing under the Credit in amount of U.S. \$_____.
4. The amount demanded does not exceed the Principal Sum of the Credit.

Therefore, the DEPARTMENT has executed and delivered this Certificate as of the ____ day of _____, _____.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____

[Insert one of the following: "DIRECTOR" or "GENERAL COUNSEL" or "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]"

ATTACHMENT B

IRREVOCABLE LETTER OF CREDIT NO. [***Number issued by financial institution***]
CERTIFICATE FOR CANCELLATION

To:

[Name of financial institution and address]

Re: Incidental Take Permit No. [***permit number***]

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("DEPARTMENT"), as defined in the paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. [***Insert one of the following statements:*** "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." ***or*** "The natural expiration of this Credit has occurred."]
2. The DEPARTMENT therefore requests the cancellation of the Credit.

Therefore, the DEPARTMENT has executed and delivered this Certificate for Cancellation as of the ____ day of _____, _____.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____

[Insert one of the following: "DIRECTOR" or "GENERAL COUNSEL" or "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]"

State of California - Department of Fish and Wildlife
MITIGATION PAYMENT TRANSMITTAL FORM
DFW 1057 (NEW 07/28/17)

Project Applicant Instructions: Please fill out and attach this form to payment. For conservation banks, also attach the Bill(s) of Sale for credits sold. One form may be used for multiple transactions, **BUT YOU MUST USE A SEPARATE FORM FOR EACH CHECK YOU TRANSMIT.** Make sure to include Project Name, Project Tracking Number, and ASB Mitigation Tracking Number (if available) on the attached payment type.

1. DATE: _____ TO: _____ Regional Manager _____ Region Office Address	2. FROM: _____ Name _____ Mailing Address _____ City, State, Zip _____ Telephone Number/FAX Number
3. RE: _____ Project Name as appears on permit/agreement	

4. AGREEMENT/ACCOUNT INFORMATION: (check the applicable type) <input type="checkbox"/> 2081 Permit <input type="checkbox"/> Conservation Bank <input type="checkbox"/> 2835 NCCP <input type="checkbox"/> 1802 Agreement <input type="checkbox"/> 1600 Agreement <input type="checkbox"/> Other _____ _____ Project Tracking Number

5. PAYMENT TYPE (One check per form only): The following funds are being remitted in connection with the above referenced project:

Check information:

Total \$ _____ Check No. _____

Account No. _____ Bank Routing No. _____

a. Endowment: for Long-Term Management Subtotal \$ _____

b. Habitat Enhancement Subtotal \$ _____

c. Security:

1. Cash Refundable Security Deposit Subtotal \$ _____

2. Letter of Credit Subtotal \$ _____

1. Financial Institution: _____

2. Letter of Credit Number: _____

3. Date of Expiration: _____

ACCOUNTING OFFICE USE ONLY	
Description	FI\$Cal Coding
Speedchart (Project, Program, Reference, Fund)	
Reporting Structure	
Category	
Date Established: _____ By: _____	