



California Department of Fish and Wildlife
South Coast Region 5
3883 RUFFIN ROAD
SAN DIEGO, CA 92123

California Endangered Species Act
 Incidental Take Permit No. 2081-2021-012-05

SITE PLAN REVIEW 20-009 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:	Lockheed Martin Aeronautics
Principal Officer:	Guillermo Bermudez, Project Manager
Contact Person:	Guillermo Bermudez, (661) 572-2051
Mailing Address:	1011 Lockheed Way Palmdale, California 93599

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 **August 19, 2042**.

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 6.7 of this ITP.

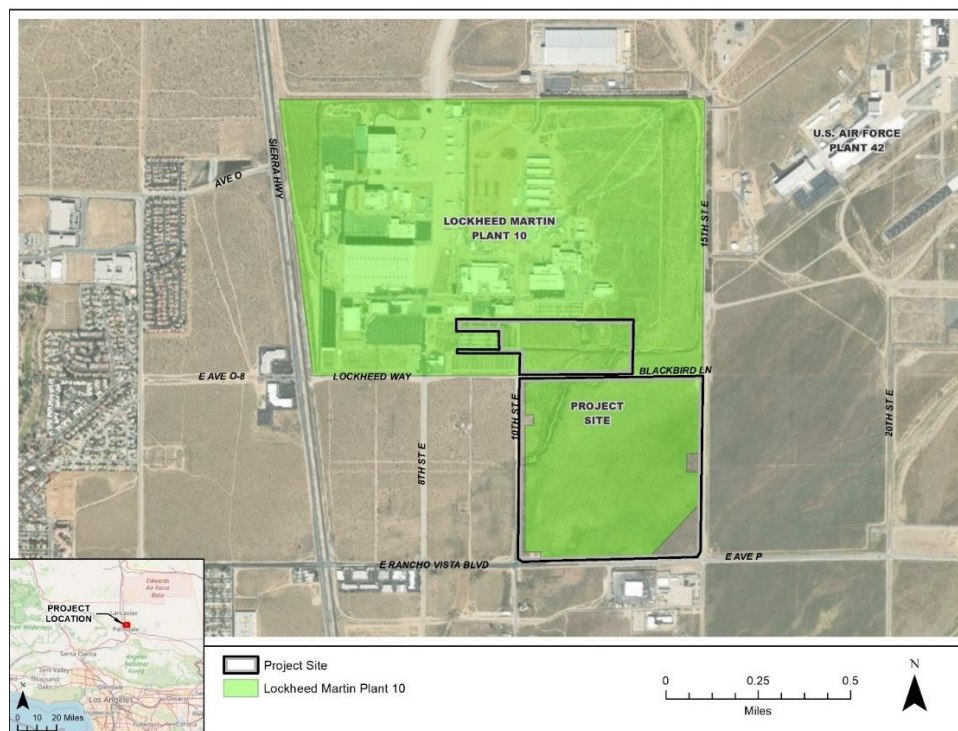
¹Pursuant to Fish and Game Code section 86, "'take' means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." (See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 [for purposes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

²The 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.

Project Location:

The Site Plan Review 20-009 Project (Project) is located in the City of Palmdale, Los Angeles County (See Figure 1). The Project is located within Lockheed Martin's Plant 10 at 1011 Lockheed Way, Palmdale, California. The Project site is approximately 192 acres, located on Assessor Parcel Numbers 3022-027-016 and 3022-027-017, bounded by 10th Street East, 15th Street East, Blackbird Lane, and East Avenue P; as well as on Assessor Parcel Number 3022-035-009 located north of Blackbird Lane. The Project site is bounded by the U.S. Air Force Plant 42 to the north and east, undeveloped land to the west, and industrial development to the south. The Project site lies within the Palmdale U.S. Geological Survey 7.5-minute quadrangle at latitude 34° 36' 20" N and longitude 118° 6' 27" W; Township 6 North, Range 12 West, Section 13.

Figure 1. Site Plan Review 20-009 Project Location and Site



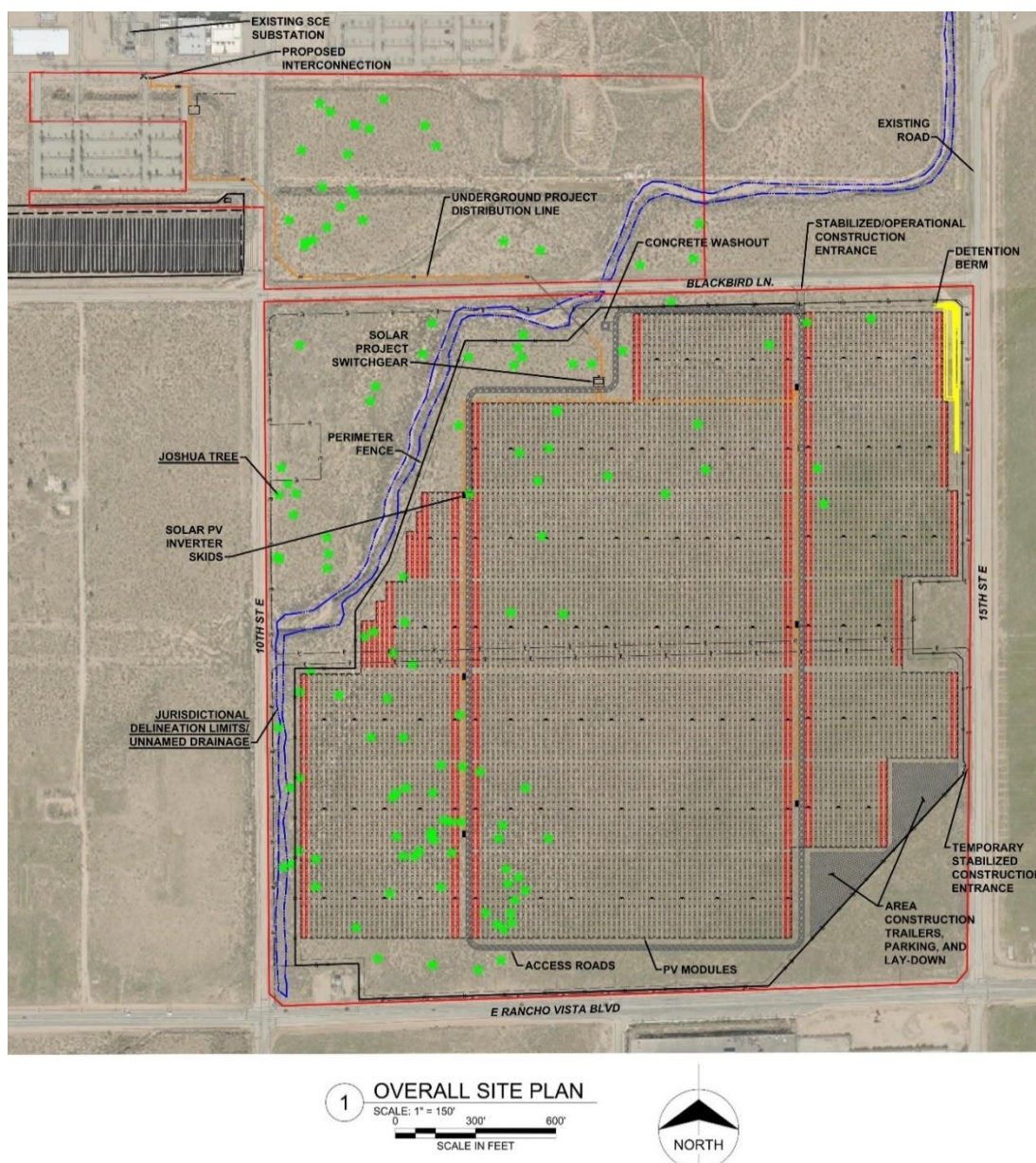
The Project site is undeveloped except for where the Project site is adjacent to the existing Southern California Edison (SCE) grid north of Blackbird Lane and west of 10th Street East (See Figure 2). An unnamed drainage trending northeast to southwest in the northwestern corner bisects the Project site south of Blackbird Lane. The vegetation in the Project site consists of shrubs, trees, and annual herbs found in Mojave Desert habitat.

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Project Description:

The Project includes installation and operation of a solar power generating facility. The solar power generating facility and its related components will be constructed in approximately 123 acres south of Blackbird Lane (See Figure 2). The Project also includes trenching

Figure 2. Site Plan Review 20-009 Project Plan



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approximately 2,000 linear feet to install an underground distribution line that will connect the solar power generating facility with an existing SCE substation located north of Blackbird Lane within Lockheed Martin's Plant 10. The Project has four phases: 1) site preparation (vegetation removal, grading and placement of fill); 2) construction and installation (pile driving, road construction, pouring concrete, trench digging); 3) operation and maintenance over the estimated 20-year lifespan of the Project; and 4) permanent management and conservation of mitigation lands.

Phase 1) Site Preparation

Preparation of the Project site will occur south of Blackbird Lane for the 140-acre solar power generating facility. A brush hog (or similar) will be used to cut vegetation to a maximum height of six inches above ground to retain root structures and minimize impacts on native soil. Cut vegetation will be mulched on site and dispersed locally. The ground surface will be scarified (breaking up soil prior to compaction) in the footprint of paved and unpaved access roads. The Project will include minimal grading. No grading will be performed where PV solar panels will be installed. Grading and placement of fill will primarily occur on the northeastern corner of the Project site at the location of the detention berm. A concrete washout will be located on site during construction to wash and remove excess concrete from materials and equipment. A stabilized staging area of approximately 5 acres will be created on the southeast corner of the Project site. The staging area will be set with gravel. The staging area will provide space to store materials, vehicles, and waste (e.g., steel, conduit, pallets), and provide space for parking. Two stabilized construction site entrances will be provided, one located adjacent to Blackbird Lane and the other adjacent to 15th Street East. No preparation as described will occur north of Blackbird Lane.

Phase 2) Construction and Installation

Solar Power Generating Facility

The 24-megawatt solar power generating facility will include 54,545 First Solar, Series 6 photovoltaic (PV) solar panels. PV solar panels will be on a single-axis tracker system that will arc east to west to track the sun. PV solar panels will be elevated above ground and supported on W6x9 steel vertical posts. A total of 8,515 posts will be installed. A pile driver will be used to drive the steel posts between five and 12 feet below ground. There will be no excavation or concrete foundations associated with installing the PV solar panels.

The solar power generating facility will include internal paved and unpaved access roads. Unpaved access roads will consist of compacted dirt with an aggregate base cap. Switchgear and inverters will be installed on concrete pads fed from below-grade conduit stub-ups. The total impervious area within the solar power generating facility will be approximately 2,100 square feet. The remainder of the solar power generating facility will remain pervious consisting of the native soil on site. The perimeter of the solar power generating facility will be

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surrounded by a 7-foot-high chain link perimeter security fence and temporary silt fence during construction.

A detention berm will be constructed in the northeast corner of the Project site to manage on-site stormwater flow and sheet flow. The detention berm was designed to reduce the peak discharge flow rate to no more than 85 percent of the pre-construction flows. The detention berm will be constructed from soil imported from stockpiles stored within Lockheed Martin's Plant 10. The detention berm will provide 1.14 acre-feet of water storage and 2 feet of storage depth. Water that is detained will seep into the ground locally. A 225-foot riprap spill way will be installed to control discharge from the detention berm if capacity is exceeded.

Underground Distribution Line

The underground distribution line will comprise of three conduits, ranging from four to eight inches in diameter, and will run approximately 2,000 linear feet. Approximately 1,200 linear feet of the underground distribution line trenching will be located on previously undeveloped land north of Blackbird Lane. Horizontal directional drilling will be used to trench approximately 600 linear feet where the distribution line crosses the unnamed drainage, Blackbird Lane, and Horizon Way. At the unnamed drainage, the drill will bore to a depth of 6.9 feet. The trench will be approximately 2 feet wide (one foot on either side of the distribution line) for a total area of approximately 0.1 acres. The AC (alternating current) and DC (direct current) cables will be buried five to six feet below the PV solar panels. The cables will be encased in a concrete ductbank for the length of the distribution line north of Blackbird Lane.

Phase 3) Operation and Maintenance

The estimated lifespan of the Project is 20 years. The solar power generating facility will be monitored remotely. Normal preventative maintenance and routine inspections will occur on a monthly or semi-monthly basis. The PV solar panels will be power washed with small amounts of water approximately four to six times a year, or as needed, by Lockheed Martin employees or by Lockheed Martin's contractor. PV solar panels will be washed using a self-propelled powered mechanical system (e.g., MultiOne Solar Panel Washer) or a portable pressure washer towed by a pick-up truck driving on access roads. Water from the periodic washing will run off the PV solar panels to evaporate in place or infiltrate into the ground near the PV solar panels. Grading and drainage of the access roads will be maintained on an as-needed basis (i.e., scarify and compact). Vegetation will be trimmed to a height of no less than six inches on an as-needed basis, likely every six months, under the PV solar panels to prevent shading of the PV solar panels or interference with the single-axis tracker system. Hedge trimmers (or similar) will be used to trim vegetation. Pesticides and herbicides will not be used. The solar power generating facility will be inspected for signs of deterioration or repair needs on an annual basis. Emergency maintenance and repairs will occur immediately after a failure occurs.

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Phase 4) Permanent Management and Conservation of Mitigation Lands

Permittee will provide for both the permanent protection and perpetual management of compensatory habitat (See Condition of Approval 8). Permittee will place a conservation easement over those mitigation lands and establish an endowment to ensure that long-term management and monitoring occurs. The endowment will pay for management actions that will maintain the functions and services of those mitigation lands in perpetuity.

Timeframe

The timeframe for Phase 1 Site Preparation is anticipated to start August 2021. The timeframe for Phase 2 Construction and Installation is anticipated to take approximately seven months and be completed in the fourth quarter of 2021. The timeframe for Phase 3 Operation and Maintenance of the solar power generating facility is anticipated to start December 2021.

Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

Name	CESA Status
Western Joshua tree (<i>Yucca brevifolia</i>)	Candidate ³

This species and only this species is 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 removal of individuals and roots; clearing vegetation; grading and placing of fill; compacting dirt and pouring concrete foundations; building a security fence; pile driving; digging and trenching; operating a 24-Megawatt solar power generating facility; and maintaining and monitoring mitigation lands (Covered Activities). Covered Activities expected to result in incidental take of individuals of the Covered Species during maintenance and monitoring of mitigation lands include controlling non-native vegetation; reducing fuel load; creating fire breaks; restoring habitat; and implementing adaptive management activities aimed at establishing individuals of the Covered Species and/or increasing seedling or juvenile survivorship.

³The species status may change following the decision of the Fish and Game Commission to designate the species as threatened or endangered but if there is such a designation, the species will remain a Covered Species.

Incidental take of individuals of the Covered Species in the form of mortality ("kill") may occur as a result of Covered Activities such as removing mature and emergent individuals; eliminating and modifying habitat; and crushing and/or burying living seeds in the soil, rendering living seeds inviable and/or causing them to be killed. Incidental take of individuals of the Covered Species may also occur from the Covered Activities such as:

- 1) Increasing likelihood of mortality or vulnerability to competition or disease, or reducing fecundity by:
 - a. encroaching onto or disturbing the root zone;
 - b. reducing photosynthesis and evapotranspiration efficiency as a result of Project-related fugitive dust coating individuals of the Covered Species;
 - c. introducing and facilitating spread of invasive plants resulting in competition and increased fire risk; and,
 - d. changing habitat supporting individuals of the Covered Species, including vegetation characteristics, soil characteristics, and microclimate (temperature, humidity); and
- 2) Reducing number of individuals of the Covered Species recruited from seed by:
 - a. changing microclimate conditions necessary to support the mutualistic relationship between the Covered Species and its obligate pollinator; and,
 - b. altering seed dispersal mechanisms.

The areas where authorized take of the Covered Species is expected to occur include: 1) the entire 156-acre area bounded by 10th Street East, 15th Street East, Blackbird Lane, and East Avenue P, and 2) the 36 acres north of Blackbird Lane (collectively, the Project Area). Authorized take of the Covered Species is also expected to occur in the mitigation lands (See Condition of Approval 8). Within the Project Area, there are 131 individuals of the Covered Species. The Project is expected to take 86 individuals of the Covered Species (See Table 1 and Figure 3). The Project is expected to cause the permanent loss of no more than 67.5 acres of habitat supporting individuals and seedbank of the Covered Species⁴ (See Figure 3). Approximately 64.3 acres of habitat is associated with direct impacts on individuals of the Covered Species and approximately 3.2 acres of indirect impacts on individuals and seedbank.

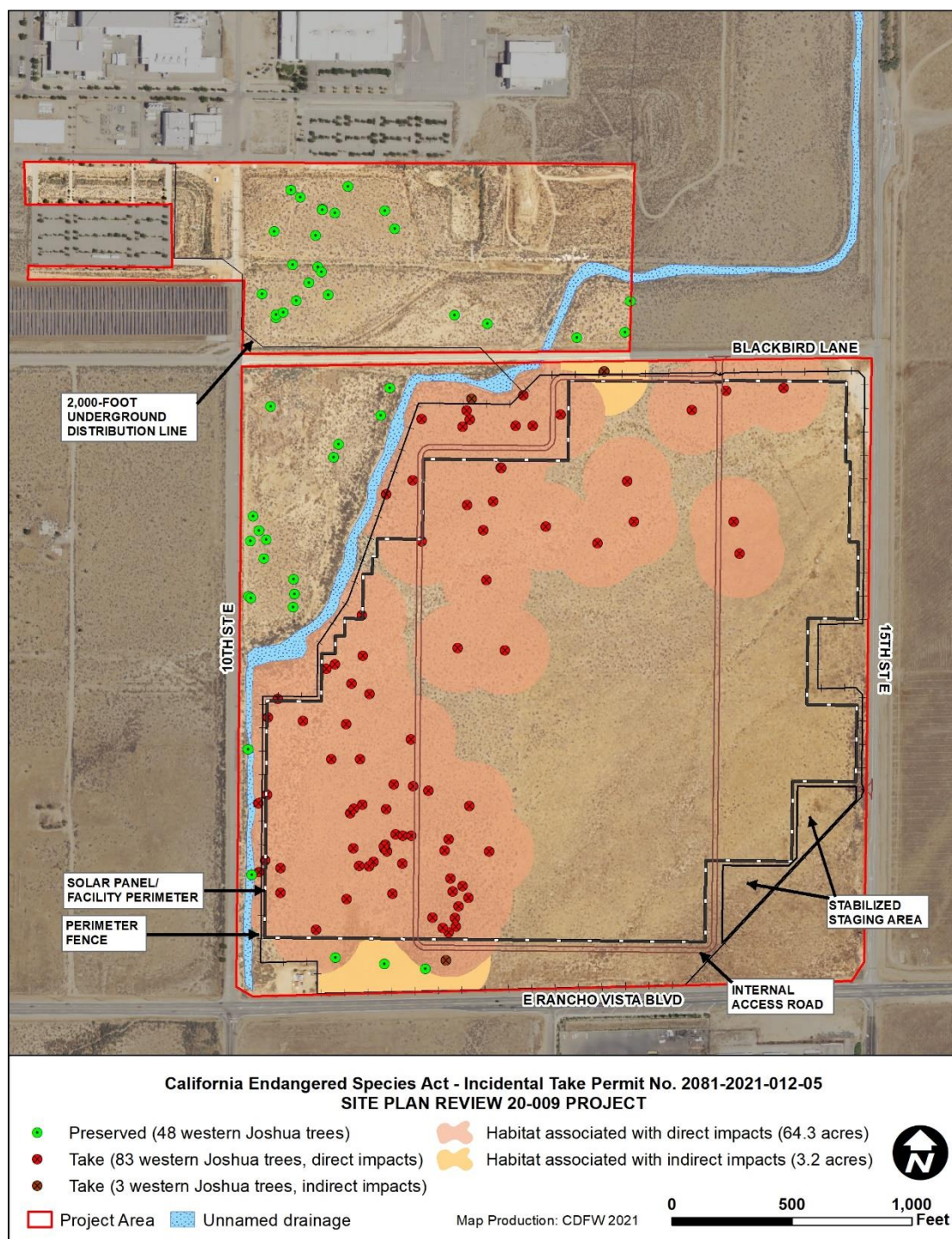
⁴ This assessment was based on best available scientific information on western Joshua tree seed dispersal (Vander Wall et al., 2006). Impacts were assessed within a 186-foot radius around each western Joshua tree impacted by Covered Activities.

Table 1. Impacts of Taking on Individuals of the Covered Species in the Project Area

Age Class/Height of Covered Species	Take (Direct Impacts)			Take (Indirect Impacts)	
	nonclonal	clonal	unknown	nonclonal	clonal
Seedling (< 2 feet, nonclonal)	0	0	1	0	0
Immature (2 to 8 feet, no signs of having flowered)	4	3	1	0	0
Mature	37	35	0	2	1
Overmature (senescent)	2	0	0	0	0
Total	43	38	2	2	1
Grand Total # of Take (Direct and Indirect Impacts)	86				

Impacts of the authorized taking also include adverse impacts on 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 increased competition from non-native invasive plants; increased fire risk; increased vulnerability to disease; and stress or injury to individuals of the Covered Species due to changes to habitat.

Figure 3. Impacts of Taking on the Covered Species in the Project Area



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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 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 and mitigation lands, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species.

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. 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 Initial Study/Mitigated Negative Declaration (SCH No.: 2021010230) adopted/certified by the City of Palmdale on May 18, 2021, 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) (LAN-17671-R5) for the Project executed by CDFW pursuant to Fish and Game Code section 1600 et seq.
4. **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 2] to this ITP.
5. **General Provisions:**
 - 5.1. 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 before starting Covered Activities of the Designated

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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.

- 5.2. Designated Botanist. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Botanist) at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Botanist is knowledgeable and experienced in the biology and natural history of the Covered Species. The Designated Botanist 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. Permittee shall obtain CDFW approval of the Designated Botanist in writing before starting Covered Activities and shall also obtain approval in advance in writing if the Designated Botanist must be changed.
- 5.3. Designated Botanist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Botanist shall have authority to immediately stop any activity that does not comply with this ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species.
- 5.4. Education Program. Permittee shall conduct an education program (Worker Environmental Awareness Program – WEAP) for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Botanist that includes a discussion of the biology 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 include information about stopping the introduction and/or spread of non-native invasive plants. 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 for long-term and/or permanent employees that will be conducting work in the Project Area.
- 5.5. Construction Monitoring Notebook. The Designated Botanist 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.

- 5.6. Trash Abatement. Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 5.7. Dust Control. Permittee shall implement dust control measures during Covered Activities to minimize construction-related fugitive dust. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 5.8. 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.
- 5.9. Delineation of Property Boundaries. Before starting Covered Activities, Permittee, in consultation with the Designated Botanist, 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.
- 5.10. Delineation of Habitat. Permittee, in consultation with the Designated Botanist, shall clearly delineate individuals of the Covered Species and habitat preserved 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 individuals of the Covered Species and habitat.
- 5.11. Project Access. Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description, and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.

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- 5.12. 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 unless provided for as described in Condition of Approval 5.11 of this ITP.
- 5.13. 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.
- 5.14. CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project Area 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.
- 5.15. 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, and boxes.

6. Monitoring, Notification and Reporting Provisions:

- 6.1. 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.
- 6.2. Notification of Non-compliance. The Designated Representative shall immediately notify CDFW in writing 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.
- 6.3. Compliance Monitoring. The Designated Botanist shall be on site daily when Covered Activities occur. The Designated Botanist 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 or Designated Botanist shall 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.

6.4. Monthly Compliance Report. The Designated Representative or Designated Botanist shall compile the observation and inspection records identified in Condition of Approval 6.3 into a Monthly 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 identified in Condition of Approval 7.1. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Ruby Kwan-Davis (Ruby.Kwan-Davis@wildlife.ca.gov) and 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.

6.5. 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 identified in Condition of Approval 6.4; (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 identified in Condition of Approval 7.2; (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.

6.6. CNDDDB Observations. The Designated Botanist 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 Botanist shall include copies

of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.

6.7. Final Mitigation Report. No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Botanist shall prepare the Final Mitigation 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) 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; (7) 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 (8) any other pertinent information.

6.8. Notification of Take or Damage. Permittee shall immediately notify the Designated Botanist if an individual or individuals of the Covered Species is taken or damaged by a Project-related activity beyond the taking authorized by this ITP. Likewise, the Permittee shall immediately notify the Designated Botanist if a Covered Species is otherwise found dead or damaged within the vicinity of the Project. The Designated Botanist or Designated Representative shall provide initial notification to CDFW by email to Ruby Kwan-Davis (Ruby.Kwan-Davis@wildlife.ca.gov) and Headquarters CESA Program (CESA@wildlife.ca.gov). The initial notification to CDFW shall include information regarding the location, species, and number of individuals taken or damaged and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of taken or damaged individual(s), and if possible, provide a photograph, explanation as to cause of take or damage, and any other pertinent information.

7. 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. The following minimization measures are required during Site Preparation, Construction and Installation (Condition of Approval 7.1) or Operations and Maintenance (Condition of Approval 7.2) phases of the Project. Permittee shall implement and adhere to the following conditions to minimize take of Covered Species:

7.1. Site Preparation, Construction and Installation

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7.1.1. Avoidance and Protection Plan. Permittee shall protect all individuals of the Covered Species in the Project Area that will be preserved. Permittee, in consultation with the Designated Botanist, shall submit to CDFW for its review and approval an Avoidance and Protection Plan before starting Covered Activities. Permittee shall also resolve all CDFW comments and concerns regarding its Avoidance and Protection Plan before starting Covered Activities. The Avoidance and Protection Plan shall clearly show which individuals of the Covered Species shall be avoided and protected. Permittee shall notify CDFW via email documenting that the actions described in the Avoidance and Protection Plan have been implemented at least 14 days before starting Covered Activities that may impact individuals to be preserved. Where individuals of the Covered Species are not protected from Covered Activities by fencing, flagging, or stakes delineating the property boundary and habitat as identified in General Provisions 5.9 and 5.10, a buffer shall be established to protect the dripline plus no less than 5 feet from the dripline. Permittee shall use temporary signs, stakes, fencing and other demarcations to avoid impacts on those individuals and the exclusion zone (collectively, protected area) for the duration of the Project. Permittee shall maintain and/or replace those temporary protection measures as needed during construction. After construction is complete, Permittee may only remove those temporary protective materials after consulting and receiving written approval from CDFW that temporary protective materials may be removed.

7.1.2. Seed Collection. Prior to take of the Covered Species, the Designated Botanist shall search for fruits and/or seeds from individuals of the Covered Species that will be removed. The Designated Botanist shall notify CDFW via email of findings at least five days before taking of the Covered Species. If the Designated Botanist determines there are fruits and/or seeds, Permittee shall coordinate with CDFW prior to undertaking conservation-related seed collection. Seeds shall be collected and entered as a permanent, maternal line collection for species conservation at a facility with the expertise and equipment necessary to ensure proper seed storage without genetic contamination, following the Center for Plant Conservation's Guidelines⁵, which include guidelines addressing: Conventional Seed Banking to Support Species Survival in the Wild; Genetic Guidelines for Acquiring, Maintaining, and Using a Conservation Collection; Rare Plant Reintroduction and Other Conservation Translocations; and Documentation and Data Sharing. Permittee shall notify CDFW via email documenting and demonstrating that seeds have been collected before taking those individuals of the Covered Species with

⁵ <https://saveplants.org/best-practices/importance-representing-genetic-diversity-plant-conservation-collections/>

seeds. Permittee shall provide documentation of seeds collected and seeds entered no more than 14 days after seeds are entered as a permanent collection.

- 7.1.3. Transplanting. Permittee, in consultation with the Designated Botanist, shall transplant the following individuals of the Covered Species: at least one individual of seedling age class (Tag #3469), at least one individual of immature age class (Tag #1614); and at least two individuals of mature age class (Tags #1630 and #1636). Permittee shall transplant individuals to suitable native plant habitat to support the Covered Species where transplanted individuals can remain in perpetuity. Permittee shall select locations that fully avoid impacts on existing individuals of the Covered Species and their root zones. Permittee shall submit to CDFW for review and approval a map, description, and justification of chosen recipient site(s) to support the Covered Species and fully avoids impacts on existing individuals of the Covered Species, and methodology that will be used before undertaking transplanting activities. Permittee shall also resolve all CDFW comments and concerns before undertaking transplanting activities. Permittee shall notify CDFW via email at least 7 days before scheduled transplanting activities. Permittee shall transplant individuals immediately after they are removed from the ground. Permittee shall not hold individuals for transplanting at a later time or day. The Monthly Compliance Report shall provide a list of individuals transplanted; a map of the recipient site(s); methodology; and photographs of the transplanted individuals at the receiver site(s).
- 7.1.4. Integrated Pest Management Plan. Permittee shall submit to CDFW for its review and approval an Integrated Pest Management Plan (IPM Plan) before starting Covered Activities. Permittee shall also resolve all CDFW comments and concerns regarding IPM Plan before starting Covered Activities. The IPM Plan shall include measures to ensure that novel non-native invasive weed species and Argentine Ants (collectively, pests) are not introduced into the Project Area or proliferate as a result of Covered Activities, which shall include activities during the operation and maintenance phase. The IPM Plan shall address pests that include, but are not limited to, those species within and surrounding the Project Area; those posing a threat to the Covered Species and desert plant communities; and those in the California Invasive Plant Council Invasive Plant Inventory (Cal-IPC Inventory). The IPM Plan shall address sources of pest introduction and establishment; measures to minimize the potential for pests to enter and/or proliferate in the Project Area; identification/Early Detection Rapid Response; methods to eradicate weeds prior to seed set; and Best Management Practices to avoid and minimize adverse effects of control methods on the natural environment. Permittee shall not use pesticides and herbicides. If pesticides and herbicides must be used, Permittee shall consult with CDFW and obtain written

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approval from CDFW before using any pesticides and/or herbicides. Rodenticides shall not be used in the Project Area at any time.

- 7.1.5. Fencing. To allow the passage of wildlife serving as seed dispersal agents for the Covered Species, Permittee shall raise the chain link perimeter security fence six inches above grade.
- 7.1.6. Cut Vegetation. Vegetation removed in the Project Area shall only be distributed locally and away from protected areas identified in Condition of Approval 7.1.1.
- 7.1.7. Trenching. No trenching activities shall take place during a storm event as soils around the root zone of individuals of the Covered Species may be more susceptible to erosion. Work shall only occur during periods of dry weather (with less than a 40 percent chance of rain). No work shall occur during a precipitation event. Within at least 12 hours prior to the onset of precipitation, trenching shall cease, all associated erosion control measures shall be in place, and all motorized equipment and fueling materials shall be removed from areas where runoff from these items can be reasonably foreseen to come into contact with Covered Species. Trenching halted due to precipitation may resume when precipitation ceases and after a dry-out period of 48 hours for rain events. Permittee shall monitor the National Weather Service 72-hour forecast for the Project Area. Weather forecasts shall be documented and provided upon request by CDFW. Trenching/excavation spoils and materials shall be placed away from the protected areas identified in Condition of Approval 7.1.1.
- 7.1.8. Concrete Wash Out. When pouring or working with wet concrete and washing materials/equipment that came in contact with the concrete, the Designated Botanist or Designated Representative shall ensure that concrete is contained locally in the wash out and does not contaminate soils within 10 feet of protected areas and/or enter protected areas identified in Condition of Approval 7.1.1.
- 7.1.9. Designated Areas for Stockpiling Materials. Permittee shall ensure that fill brought into the Project Area is placed only in designated staging areas (See Figure 2) to avoid impacts on the Covered Species.
- 7.1.10. Check Equipment for Leaks. Permittee shall ensure that construction equipment and vehicles operated in the Project Area are checked and maintained daily to prevent leaks of fuel, lubricants, solvents or other fluids that could contaminate soils within 10 feet of protected areas and/or enter protected areas identified in Condition of Approval 7.1.1.

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7.1.11. Hazardous Substances. Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances resulting from Covered Activities, shall be prevented from contaminating soils within 10 feet of protected areas protected areas and/or entering protected areas identified in Condition of Approval 7.1.1. Any of these materials, placed within or where they may impact individuals of the Covered Species, by any party working under the Permittee, or with the permission of Permittee, shall be removed immediately.

7.1.12. Fire. To avoid impacts on the Covered Species as a result of fire, workers conducting activities with the potential to inadvertently cause a fire (e.g., excavating) shall be equipped with an appropriate level of fire prevention and suppression equipment, such as fire extinguishers, backpack pumps filled with water, shovels, welding tents, shields, and/or fire-resistant mats.

7.2. Operation and Maintenance

7.2.1. Maintenance Plan. Within 6 months of execution of this ITP and prior to starting maintenance activities, Permittee shall submit to CDFW for its review and approval a Maintenance Plan. The Maintenance Plan shall provide measures to avoid and minimize impacts on individuals of the Covered Species preserved in the Project Area. The Maintenance Plan shall address site access; Best Management Practices for trimming vegetation; washing PV solar panels; and waste disposal. A Designated Botanist shall be on site to conduct compliance monitoring during both the first times the PV solar panels are washed and vegetation is trimmed. Permittee shall document operation and maintenance activities performed in the ASR for the first 5 years of the Project's operations and maintenance phase, then documented every other year for the next 15 years.

7.2.2. Transplanted Individuals. Permittee, in consultation with the Designated Botanist, shall monitor the health and status of transplanted individual(s) every other year for 20 years. Yearly monitoring shall be performed for the first two years after a disturbance event such as fire occurs within the receiver site(s). Permittee shall provide information (at a minimum) on height, branching, flower production, seed pod development, clonal growth, insect infestations, bark stripping, and overall health and appearance. Permittee shall provide an assessment of the health and status of transplanted individuals(s) in the ASR.

7.2.3. Microclimate, Habitat and Soils Monitoring Plan. Within 6 months of execution of this ITP and prior to starting operation activities, Permittee shall submit to CDFW for its review and approval a Microclimate, Habitat and Soils Monitoring

Plan (MHSMP). Permittee shall propose individuals of the Covered Species preserved in the Project Area that will be monitored and propose individuals that would serve as reference or baseline. Permittee shall monitor those CDFW-approved individuals of the Covered Species preserved in the Project Area (e.g., branching, flower production, seed pod development, overall health); compare those individuals of the Covered Species against reference/baseline individuals; monitor abiotic variables (ambient air temperature, humidity, and dew point); monitor soils (biological soil crusts, composition, moisture, temperature); and document native and non-native species. This monitoring shall be designed as a study with baselines, controls, methods, data management, and analysis so that study methods are repeatable. This data shall be used to identify potential deleterious effects of Project operations on individuals of the Covered Species preserved in the Project Area, and ways to minimize/mitigate for those potential effects. This monitoring shall occur every other year for 20 years. Yearly monitoring shall be performed for the first two years after a disturbance event (e.g., fire, flooding) occurs within the receiver site(s). A report documenting monitoring results, analysis, and discussion shall be provided in the ASR.

7.2.4. Conservation Seed Collection Plan. If seeds are not collected or not enough seeds are collected from taken individuals and entered as a permanent, maternal line collection per Condition of Approval 7.1.2, the Permittee shall collect seeds from individuals of the Covered Species preserved within the Project Area. Within 6 months of ITP issuance, the Permittee shall submit to CDFW for its review and approval a Conservation Seed Collection Plan. The Conservation Seed Collection Plan shall be consistent with those provisions identified in Condition of Approval 7.1.2. The Conservation Seed Collection Plan shall be effective until enough seed (as defined in the Conservation Seed Collection Plan) has been collected from individuals of the Covered Species preserved within the Project Area, and those seeds are entered as a permanent, maternal line collection for species conservation. The Permittee shall submit documentation via email to CDFW demonstrating that seeds have been entered and stored as a permanent, maternal line collection. The Permittee shall only be released from obligations pertaining to Condition of Approval 7.2.4 after receiving written approval from CDFW. A summary of seed collection activities shall be provided in the ASR when those activities occur.

7.2.5. IPM - Implementation. Permittee shall provide a summary of IPM activities in the ASR when those activities occur. Activities shall follow a CDFW-approved IPM Plan as identified under Condition of Approval 7.1.4. Documentation shall include pest species controlled, growth state (e.g., vegetative, flowering, seed), a map of the infestation(s), methods used to eradicate pests, identification of the source,

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and methods to prevent new infestations and introductions of the pest species detected.

- 8. Habitat Management Land Acquisition and Restoration:** 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.

Mitigation was calculated using the following impacts (See Impacts of the Taking on Covered Species, Figure 3):

- Take of 86 individuals of the Covered Species; and,
- Permanent loss of 67.5 acres of habitat supporting individuals and seedbank of the Covered Species.

To meet this requirement, the Permittee shall provide for both the permanent protection and management of Habitat Management (HM) lands pursuant to Condition of Approval 8.2 below and the calculation and deposit of the management funds pursuant to Condition of Approval 8.3 below. The Permittee has proposed two separate sites for the permanent protection and management of HM lands: McNeil Site or Lin Site (See Attachments 1A and 1B). Based on the habitat value at the two sites proposed, the Permittee shall provide **198 acres** of HM lands if mitigation will occur at the McNeil Site or, the Permittee shall provide **317 acres** of HM lands if mitigation will occur at the Lin Site. If the Permittee is unable to provide HM lands at the McNeil Site or Lin Site, the Permittee shall provide **460 acres** of HM lands at a site to be determined. Regardless of the location of the HM lands, the HM lands shall provide **421 individuals** of the Covered Species of a near equal number of individuals of clonal and nonclonal growth forms. HM lands shall provide 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 9 below for all uncompleted obligations.

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

- 8.1.1.** Land acquisition costs for HM lands identified in Condition of Approval 8.2 below, estimated at \$4,677.22/acre for 460 acres at **\$2,152,000**. Land

acquisitions costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements;

- 8.1.2. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 8.2.5 below, estimated at **\$390,000**;
 - 8.1.3. Interim management period funding as described in Condition of Approval 8.2.6 below, estimated at **\$251,000**;
 - 8.1.4. Long-term management funding as described in Condition of Approval 8.3 below, estimated at \$3,943/acre at **\$1,814,000**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management; and,
 - 8.1.5. 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 8.4, estimated at **\$15,000**.
- 8.2. Habitat Acquisition and Protection. To provide for the acquisition and perpetual protection and management of the HM lands, the Permittee shall:
- 8.2.1. 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);

- 8.2.2. 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 (please contact CDFW for document list) identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species;
- 8.2.3. HM Lands Documentation. Provide a recent preliminary title report, Phase I Environmental Site Assessment and other necessary documents (please contact CDFW for document list). 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;
- 8.2.4. 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 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;
- 8.2.5. 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 <https://www.wildlife.ca.gov/Conservation/Planning/Banking/Templates>) (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; and,
- 8.2.6. 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, sign

repair and replacement, continuing trash removal, site monitoring, vegetation and invasive species management, and monitoring of the Covered Species. 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.

8.3. Endowment Fund. 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 8.2.5. 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.

8.3.1. 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).

- 8.3.2. 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) (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.
- 8.3.2.1. 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.
- 8.3.2.2. 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:
- 8.3.2.2.1. 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.
- 8.3.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.
- 8.3.2.2.3. 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.

8.3.3. 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.

8.4. 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.

9. Performance: The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 8 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

9.1. Security Amount. The Security shall be in the amount of **\$4,622,000**. This amount is based on the cost estimates identified in Condition of Approval 8.1 above.

9.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see [Attachment 3]) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.

9.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.

9.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.

9.5. Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see [Attachment 4]) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other.

9.6. 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.

9.7. 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 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 Designated Botanist 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

Alternatively, the Permittee shall email the digitally signed ITP to CESA@wildlife.ca.gov. Digital signatures shall comply with Government Code section 16.5.

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2021-012-05) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Ed Pert, Regional Manager
California Department of Fish and Wildlife
3883 Ruffin Road
San Diego, CA 92123
(858) 467-4210

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
CESA@wildlife.ca.gov

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

Ruby Kwan-Davis
 Senior Environmental Scientist (Specialist)
 Habitat Conservation Planning - Central
 South Coast Region – Los Angeles County Area
 4665 Lampson Avenue
 Los Alamitos, CA 90720
 (562) 619-2230
Ruby.Kwan-Davis@wildlife.ca.gov

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, City of Palmdale (See generally Pub. Resources Code, §§ 21067, 21069). The lead agency's prior environmental review of the Project is set forth in the Site Plan Review 20-009 Mitigated Negative Declaration and Initial Study (SCH No.: 2021010230) dated December 2020 that the City of Palmdale adopted for Site Plan Review 20-009 on May 18, 2021. At the time the lead agency adopted the Mitigated Negative Declaration 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 Mitigated Negative Declaration 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 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).)

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CDFW finds based on substantial evidence in the ITP application, Site Plan Review 20-009 Mitigated Negative Declaration and Initial Study, the results of site visits to the Project Area, and the administrative record of proceedings, 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) Monthly 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 a minimum of 198 acres and up to 460 acres (depending on the location of the HM lands) 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,

Incidental Take Permit
No. 2081-2021-012-05
LOCKHEED MARTIN AERONAUTICS
SITE PLAN REVIEW 20-009

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:

ATTACHMENT 1A, 1B	Proposed HM Lands (McNeil Site and Lin Site)
ATTACHMENT 2	Mitigation Monitoring and Reporting Program
ATTACHMENT 3	Letter of Credit Form
ATTACHMENT 4	Mitigation Payment Transmittal Form

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

On 08/06/2021

DocuSigned by:

Ed Pert

A87GE002DB67470...

Ed Pert, Regional Manager

South Coast Region

Incidental Take Permit
No. 2081-2021-012-05
LOCKHEED MARTIN AERONAUTICS
SITE PLAN REVIEW 20-009

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

DocuSigned by:
By: Guillermo V Bermudez Date: 9/7/2021
08EEC5AA85854EE
Printed Name: Guillermo V Bermudez Title: Facilities Engineer, Sr. Stf.

Incidental Take Permit
No. 2081-2021-012-05
LOCKHEED MARTIN AERONAUTICS
SITE PLAN REVIEW 20-009

Attachment 1A

Confidential - Not For Distribution

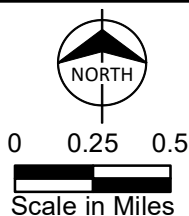
**US Bureau
of Land
Management**



**Payne Wildlife
Sanctuary**

**Mescal Wildlife
Sanctuary**

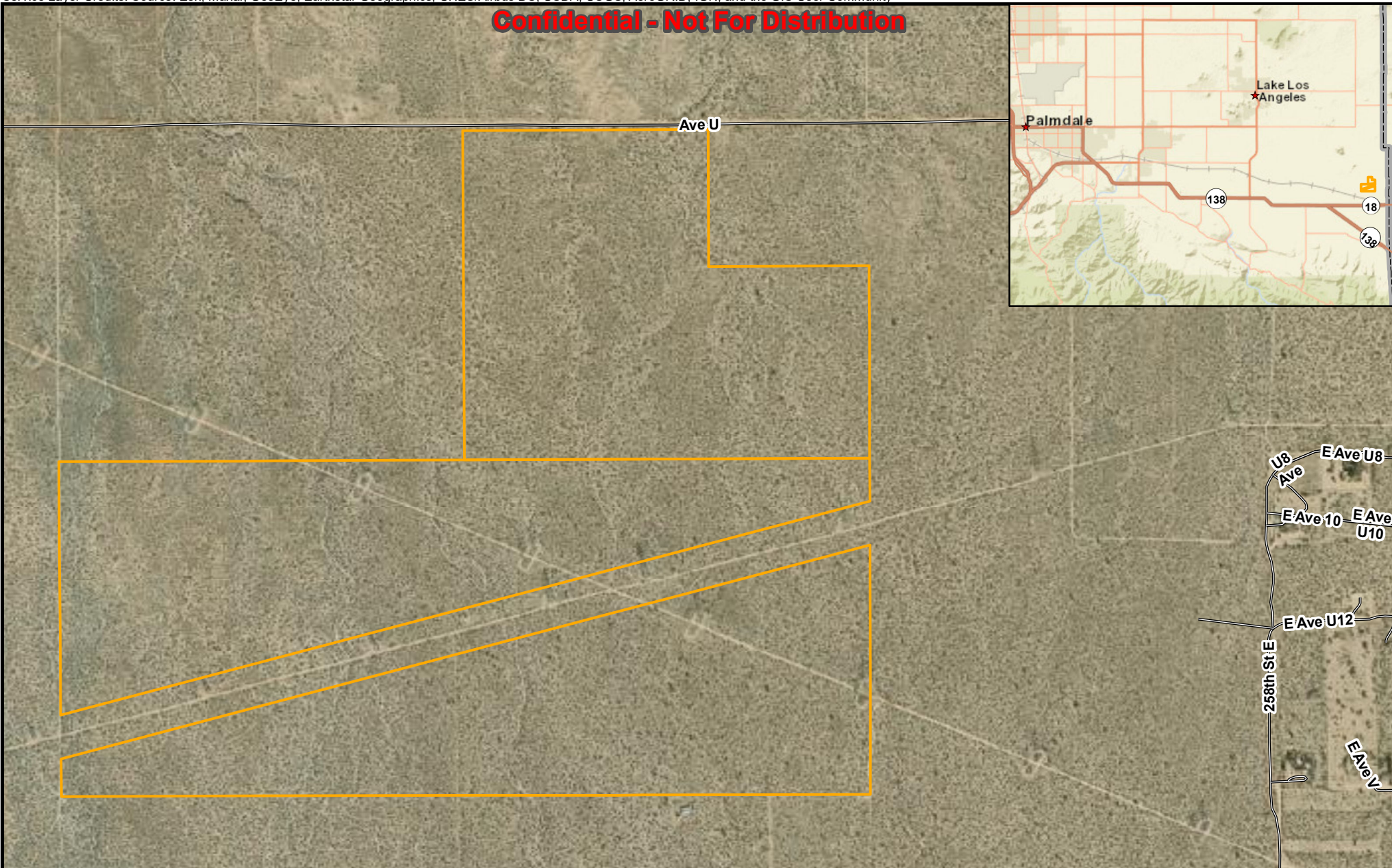
- Survey Area
- County Boundary
- Wildlife Sanctuaries & Preserves
- Mojave Vegetation for DRECP (CDFW)



Nature Conservation Areas
Macneil Site
Joshua Tree Conservation
Los Angeles, California

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Confidential - Not For Distribution



Survey Area

Roadways

County Line



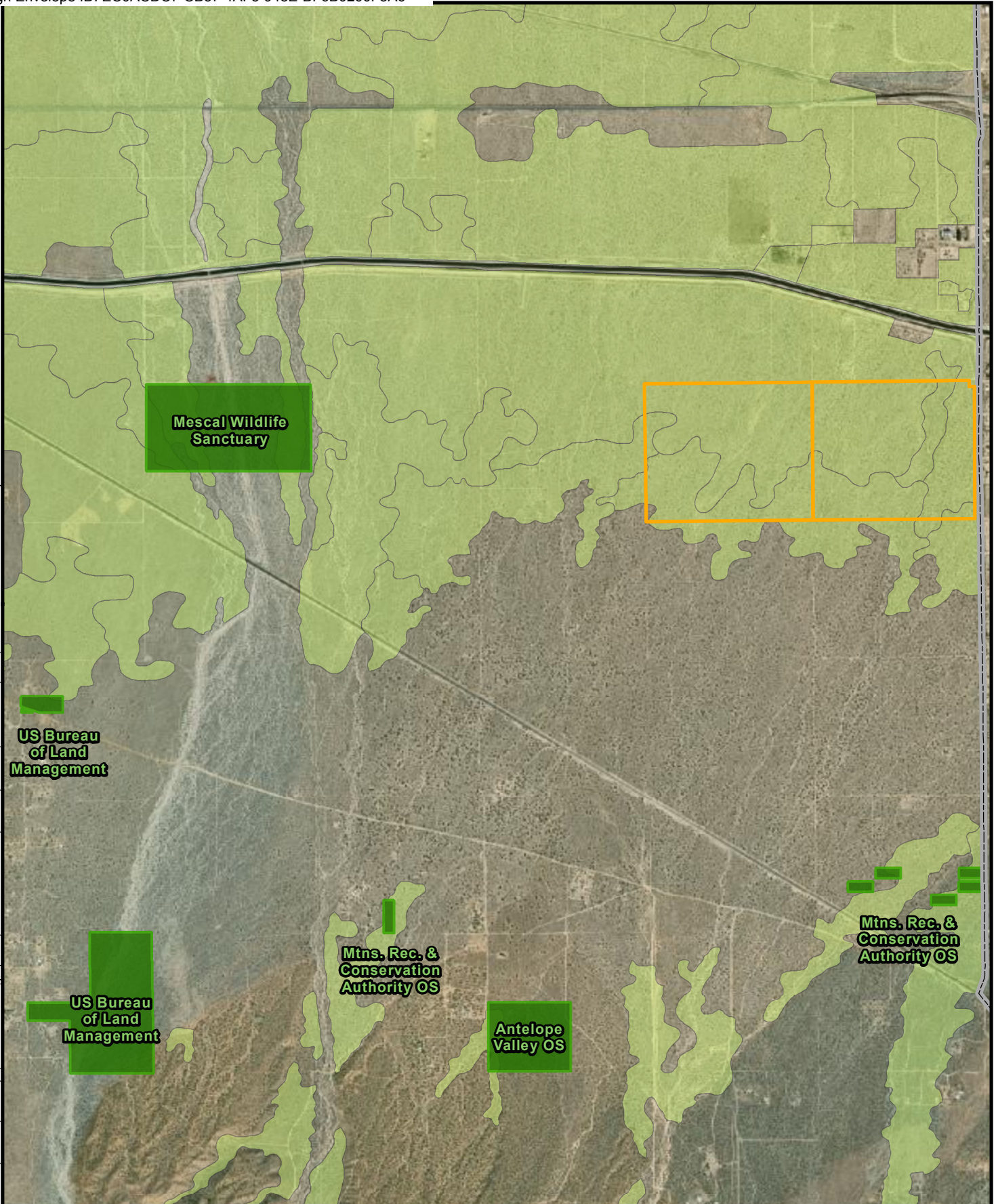
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Scale in Miles

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Vicinity Map
Macneil Site
Joshua Tree Conservation
Los Angeles, California

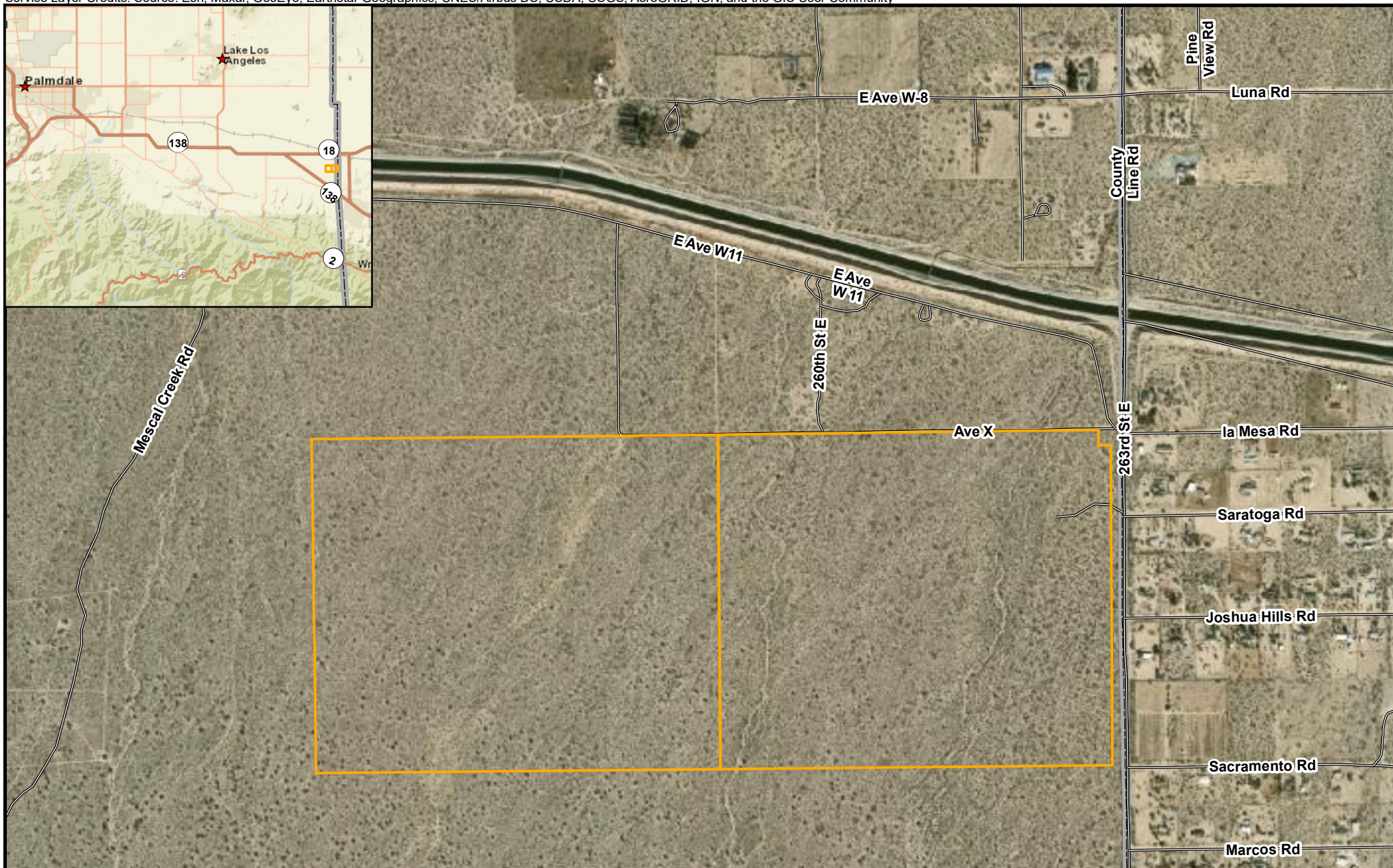
Attachment 1B

Path: \\bmcd\dfs\General\KCM\ESPI\Marketing\Bus_Dev\Marketing\California\KCM\Joshua_tree\DataFiles\ArcDocs\Lin_JTC_NatRes_Map.mxd snag 3/26/2021
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 Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



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Natural Resources Map
 Lin Site
 Joshua Tree Conservation
 Los Angeles, California



Survey Area

Roadways

County Line



0 0.5
Scale in Miles

BURNS
MCDONNELL

Vicinity Map
Lin Site
Joshua Tree Conservation
Los Angeles, California

Attachment 2

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

INCIDENTAL TAKE PERMIT NO. 2081-2021-012-05

PERMITTEE: Lockheed Martin Aeronautics

PROJECT: Site Plan Review 20-009

PURPOSE OF THIS MMRP

The purpose of this 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
BEFORE SITE PREPARATION, CONSTRUCTION AND INSTALLATION					
1	Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with the ITP. Permittee shall notify CDFW in writing 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 the ITP.	ITP Condition #5.1	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
2	Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Botanist) at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Botanist is knowledgeable and experienced in the biology and natural history of the Covered Species. The Designated Botanist 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. Permittee shall obtain CDFW approval of the Designated Botanist in writing before starting Covered Activities and shall also obtain approval in advance in writing if the Designated Botanist must be changed.	ITP Condition #5.2	At least 30 days before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
3	Permittee shall conduct an education program (Worker Environmental Awareness Program – WEAP) for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Botanist that includes a discussion of the biology 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 the ITP. Permittee shall include information about stopping the introduction and/or spread of non-native invasive plants. 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 for long-term and/or permanent employees that will be conducting work in the Project Area.	ITP Condition #5.4	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee Designated Botanist	
4	Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition #5.6	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
5	Before starting Covered Activities, Permittee, in consultation with the Designated Botanist, 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 #5.9	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
6	Permittee, in consultation with the Designated Botanist, shall clearly delineate individuals of the Covered Species and habitat preserved 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 individuals of the Covered Species and habitat.	ITP Condition #5.10	Before commencing ground- or vegetation-disturbing activities	Permittee	
7	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 #6.1	14 days before commencing ground- or vegetation-disturbing activities	Designated Representative	
8	Permittee shall protect all individuals of the Covered Species in the Project Area that will be preserved. Permittee, in consultation with the Designated Botanist, shall submit to CDFW for its review and approval an Avoidance and Protection Plan before starting Covered Activities. Permittee shall also resolve all CDFW comments and concerns regarding its Avoidance and Protection Plan before starting Covered Activities. The Avoidance and Protection Plan shall clearly show which individuals of the Covered Species shall be avoided and protected. Permittee shall notify CDFW via email documenting that the actions described in the Avoidance and Protection Plan have been implemented at least 14 days before starting Covered Activities that may impact individuals to be preserved. Where individuals of the Covered Species are not protected from Covered Activities by fencing, flagging, or stakes delineating the property boundary and habitat as identified in Conditions of Approval 5.9 and 5.10, a buffer shall be established to protect the dripline plus no less than 5 feet from the dripline. Permittee shall use temporary signs, stakes, fencing and other demarcations to avoid impacts on those individuals and the exclusion zone (collectively, protected area) for the duration of the Project. Permittee shall maintain and/or replace those temporary protection measures as needed during construction. After construction is complete, Permittee may only remove those temporary protective materials after consulting and receiving written approval from CDFW that temporary protective materials may be removed.	ITP Condition #7.1.1	At least 14 days before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
9	Prior to take of the Covered Species, the Designated Botanist shall search for fruits and/or seeds from individuals of the Covered Species that will be removed. The Designated Botanist shall notify CDFW via email of findings at least five days before taking of the Covered Species. If the Designated Botanist determines there are fruits and/or seeds, Permittee shall coordinate with CDFW prior to undertaking conservation-related seed collection. Seeds shall be collected and entered as a permanent, maternal line collection for species conservation at a facility with the expertise and equipment necessary to ensure proper seed storage without genetic contamination, following the Center for Plant Conservation's Guidelines , which include guidelines addressing: Conventional Seed Banking to Support Species Survival in the Wild; Genetic Guidelines for Acquiring, Maintaining, and Using a Conservation Collection; Rare Plant Reintroduction and Other Conservation Translocations; and Documentation and Data Sharing. Permittee shall notify CDFW via email documenting and demonstrating that seeds have been collected before taking those individuals of the Covered Species with seeds. Permittee shall provide documentation of seeds collected and seeds entered no more than 14 days after seeds are entered as a permanent collection.	ITP Condition #7.1.2	Before removing individuals of the Covered Species Provide documentation no more than 14 days after seeds are entered as a permanent collection	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
10	Permittee, in consultation with the Designated Botanist, shall transplant the following individuals of the Covered Species: at least one individual of seedling age class (Tag #3469), at least one individual of immature age class (Tag #1614); and at least two individuals of mature age class (Tags #1630 and #1636). Permittee shall transplant individuals to suitable native plant habitat to support the Covered Species where transplanted individuals can remain in perpetuity. Permittee shall select locations that fully avoid impacts on existing individuals of the Covered Species and their root zones. Permittee shall submit to CDFW for review and approval a map, description, and justification of chosen recipient site(s) to support the Covered Species and fully avoids impacts on existing individuals of the Covered Species, and methodology that will be used before undertaking transplanting activities. Permittee shall also resolve all CDFW comments and concerns before undertaking transplanting activities. Permittee shall notify CDFW via email at least 7 days before scheduled transplanting activities. Permittee shall transplant individuals immediately after they are removed from the ground. Permittee shall not hold individuals for transplanting at a later time or day. The Monthly Compliance Report shall provide a list of individuals transplanted; a map of the recipient site(s); methodology; and photographs of the transplanted individuals at the receiver site(s).	ITP Condition #7.1.3	Provide plan before undertaking transplanting activities Notify CDFW at least 7 days before undertaking transplanting activities	Permittee	
11	Permittee shall submit to CDFW for its review and approval an Integrated Pest Management Plan (IPM Plan) before starting Covered Activities. Permittee shall also resolve all CDFW comments and concerns regarding IPM Plan before starting Covered Activities. The IPM Plan shall include measures to ensure that novel non-native invasive weed species and Argentine Ants (collectively, pests) are not introduced into the Project Area or proliferate as a result of Covered Activities, which shall include activities during the operation and maintenance phase. The IPM Plan shall address pests that include, but are not limited to, those species within and surrounding the Project Area; those posing a threat to the Covered Species and desert plant communities; and those in the California Invasive Plant Council Invasive Plant Inventory (Cal-IPC Inventory). The IPM Plan shall address sources of pest introduction and establishment; measures to minimize the potential for pests to enter and/or proliferate in the Project Area; identification/Early Detection Rapid Response; methods to eradicate weeds prior to seed set; and Best Management Practices to avoid and minimize adverse effects of control methods on the natural environment. Permittee shall not use pesticides and herbicides. If pesticides and herbicides must be used, Permittee shall consult with CDFW and obtain written approval from CDFW before using any pesticides and/or herbicides. Rodenticides shall not be used in the Project Area at any time.	ITP Condition #7.1.4	Before commencing ground- or vegetation-disturbing activities	Permittee	
12	The Permittee shall provide 198 acres of Habitat Management (HM) lands if mitigation will occur at the McNeil Site or, the Permittee shall provide 317 acres of HM lands if mitigation will occur at the Lin Site. If the Permittee is unable to provide HM lands at the McNeil Site or Lin Site, the Permittee shall provide 460 acres of HM lands at a site to be determined. Regardless of the location of the HM lands, the HM lands shall provide 421 individuals of the Covered Species of a near equal number of individuals of clonal and nonclonal growth forms. HM lands shall provide 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 the ITP if Security is provided pursuant to Condition of Approval 9.	ITP Condition #8	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
13	<p>CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands as follows:</p> <ul style="list-style-type: none"> i) Land acquisition costs for HM lands estimated at \$4,677.22/acre for 460 acres at \$2,152,000; ii) Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 8.2.5, estimated at \$390,000; iii) Interim management period funding as described in Condition of Approval 8.2.6, estimated at \$251,000; iv) Long-term management funding as described in Condition of Approval 8.3, estimated at \$3,943/acre at \$1,814,000; and, v) 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 8.4, estimated at \$15,000. 	ITP Condition #8.1, 8.1.1, 8.1.2, 8.1.3, 8.1.4, and 8.1.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
14	To provide for the acquisition and perpetual protection and management of the HM lands, the Permittee shall transfer fee title to the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW 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. 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. 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.	ITP Condition #8.2.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
15	Permittee shall 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 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 #8.2.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
16	Permittee shall provide a recent preliminary title report, Phase I Environmental Site Assessment and other necessary documents.	ITP Condition #8.2.3	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
17	Permittee shall 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 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 #8.2.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
18	Permittee shall 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; (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 #8.2.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
19	Permittee shall 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 (see Condition of Approval 8.3) and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, sign repair and replacement, continuing trash removal, site monitoring, vegetation and invasive species management, and monitoring of the Covered Species. 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 #8.2.6	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
20	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 8.2.5. Endowment as used in the ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon.	ITP Condition #8.3	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
21	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).	ITP Condition #8.3.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
22	After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare a Property Analysis Record (PAR) (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.	ITP Condition #8.3.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
23	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.	ITP Condition #8.3.2.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
24	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: i) A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events. ii) The endowment shall be established assuming spending will not occur for the first three years after full funding. iii) 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.	ITP Condition #8.3.2.2, 8.3.2.2.1, 8.3.2.2.2, and 8.3.2.2.3	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
25	Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified in Condition of Approval 8.3.2.2. 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.	ITP Condition #8.3.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
26	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 Condition #8.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
27	<p>The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 8 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <ul style="list-style-type: none"> i) <u>Security Amount</u>. The Security shall be in the amount of \$4,622,000. This amount is based on the cost estimates identified in Condition of Approval 8. ii) <u>Security Form</u>. The Security shall be in the form of an irrevocable letter of credit or another form of Security approved in advance in writing by CDFW's Office of the General Counsel. iii) <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. iv) <u>Security Holder</u>. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW. v) <u>Security Transmittal</u>. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form or by way of an approved instrument such as escrow, irrevocable letter of credit, or other. vi) <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. <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 #9, 9.1, 9.2, 9.3, 9.4, 9.5, and 9.6	Before commencing ground- or vegetation-disturbing activities or within 30 days after the effective date of the ITP (whichever occurs first)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
28	<p>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:</p> <ul style="list-style-type: none"> • 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. 	ITP Condition #9, 9.7	After CDFW conducts an on-site inspection and receives confirmation that all secured requirements have been satisfied	Permittee	
DURING SITE PREPARATION, CONSTRUCTION AND INSTALLATION					
29	To ensure compliance with the Conditions of Approval of the ITP, the Designated Botanist shall have authority to immediately stop any activity that does not comply with the ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species.	ITP Condition #5.3	Entire Project	Designated Botanist	
30	The Designated Botanist shall maintain a construction-monitoring notebook on site throughout the construction period, which shall include a copy of the 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 #5.5	Entire Project	Designated Botanist/Permittee	
31	Permittee shall implement dust control measures during Covered Activities to minimize construction-related fugitive dust. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.	ITP Condition #5.7	Entire Project	Permittee	
32	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 #5.8	Entire Project	Permittee	
33	Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description, and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to the ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.	ITP Condition #5.11	Entire Project	Permittee	
34	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 unless provided for as described in Condition of Approval 5.11.	ITP Condition #5.12	Entire Project	Permittee	
35	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 #5.13	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
36	Permittee shall provide CDFW staff with reasonable access to the Project Area 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 the ITP.	ITP Condition #5.14	Entire Project	Permittee	
37	The Designated Representative shall immediately notify CDFW in writing if it determines that the Permittee is not in compliance with any Condition of Approval of the ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in the ITP and/or this MMRP. The Designated Representative shall report any non-compliance with the ITP to CDFW within 24 hours.	ITP Condition #6.2	Within 24 hours of non-compliance Entire Project	Designated Representative	
38	The Designated Botanist shall be on site daily when Covered Activities occur. The Designated Botanist 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 the 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 or Designated Botanist shall 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 the ITP.	ITP Condition #6.3	Entire Project	Designated Botanist/ Designated Representative	
39	The Designated Representative or Designated Botanist shall compile the observation and inspection records identified in Condition of Approval 6.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of this MMRP table with notes showing the current implementation status of each mitigation measure identified in Condition of Approval 7.1. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of the ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of the ITP's approval, the CDFW Regional Representative is Ruby Kwan-Davis (Ruby.Kwan-Davis@wildlife.ca.gov) and 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 #6.4	Monthly Entire Project	Designated Representative/ Designated Botanist	
40	Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of the ITP and continuing until CDFW accepts the Final Mitigation Report identified in Condition of Approval 6.7. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 6.4; (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 this MMRP with notes showing the current implementation status of each mitigation measure identified in Condition of Approval 7.2; (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 #6.5	January 31 of every year Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
41	The Designated Botanist 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 Botanist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.	ITP Condition #6.6	Within 60 calendar days of the observation Entire Project	Designated Botanist	
42	Permittee shall immediately notify the Designated Botanist if an individual or individuals of the Covered Species is taken or damaged by a Project-related activity beyond the taking authorized by the ITP. Likewise, the Permittee shall immediately notify the Designated Botanist if a Covered Species is otherwise found dead or damaged within the vicinity of the Project. The Designated Botanist or Designated Representative shall provide initial notification to CDFW by email to Ruby Kwan-Davis (Ruby.Kwan-Davis@wildlife.ca.gov) and Headquarters CESA Program (CESA@wildlife.ca.gov). The initial notification to CDFW shall include information regarding the location, species, and number of individuals taken or damaged and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of taken or damaged individual(s), and if possible, provide a photograph, explanation as to cause of take or damage, and any other pertinent information.	ITP Condition #6.8	Notify immediately and provide written report within two calendar days Entire Project	Permittee/ Designated Botanist	
43	To allow the passage of wildlife serving as seed dispersal agents for the Covered Species, Permittee shall raise the chain link perimeter security fence six inches above grade.	ITP Condition #7.1.5	Entire Project	Permittee	
44	Vegetation removed in the Project Area shall only be distributed locally and away from protected areas identified in Condition of Approval 7.1.1.	ITP Condition #7.1.6	Entire Project	Permittee	
45	No trenching activities shall take place during a storm event as soils around the root zone of individuals of the Covered Species may be more susceptible to erosion. Work shall only occur during periods of dry weather (with less than a 40 percent chance of rain). No work shall occur during a precipitation event. Within at least 12 hours prior to the onset of precipitation, trenching shall cease, all associated erosion control measures shall be in place, and all motorized equipment and fueling materials shall be removed from areas where runoff from these items can be reasonably foreseen to come into contact with Covered Species. Trenching halted due to precipitation may resume when precipitation ceases and after a dry-out period of 48 hours for rain events. Permittee shall monitor the National Weather Service 72-hour forecast for the Project Area. Weather forecasts shall be documented and provided upon request by CDFW. Trenching/excavation spoils and materials shall be placed away from the protected areas identified in Condition of Approval 7.1.1.	ITP Condition #7.1.7	Entire Project	Permittee	
46	When pouring or working with wet concrete and washing materials/equipment that came in contact with the concrete, the Designated Botanist or Designated Representative shall ensure that concrete is contained locally in the wash out and does not contaminate soils within 10 feet of protected areas and/or enter protected areas identified in Condition of Approval 7.1.1.	ITP Condition #7.1.8	Entire Project	Permittee	
47	Permittee shall ensure that fill brought into the Project Area is placed only in designated staging areas to avoid impacts on the Covered Species.	ITP Condition #7.1.9	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
48	Permittee shall ensure that construction equipment and vehicles operated in the Project Area are checked and maintained daily to prevent leaks of fuel, lubricants, solvents or other fluids that could contaminate soils within 10 feet of protected areas and/or enter protected areas identified in Condition of Approval 7.1.1.	ITP Condition #7.1.10	Entire Project	Permittee	
49	Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances resulting from Covered Activities, shall be prevented from contaminating soils within 10 feet of protected areas protected areas and/or entering protected areas identified in Condition of Approval 7.1.1. Any of these materials, placed within or where they may impact individuals of the Covered Species, by any party working under the Permittee, or with the permission of Permittee, shall be removed immediately.	ITP Condition #7.1.11	Entire Project	Permittee	
50	To avoid impacts on the Covered Species as a result of fire, workers conducting activities with the potential to inadvertently cause a fire (e.g., excavating) shall be equipped with an appropriate level of fire prevention and suppression equipment, such as fire extinguishers, backpack pumps filled with water, shovels, welding tents, shields, and/or fire-resistant mats.	ITP Condition #7.1.12	Entire Project	Permittee	
POST-SITE PREPARATION, CONSTRUCTION, AND INSTALLATION					
51	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, and boxes.	ITP Condition #5.15	Post-site preparation, construction and installation	Permittee	
52	Within 6 months of execution of the ITP and prior to starting maintenance activities, Permittee shall submit to CDFW for its review and approval a Maintenance Plan. The Maintenance Plan shall provide measures to avoid and minimize impacts on individuals of the Covered Species preserved in the Project Area. The Maintenance Plan shall address site access; Best Management Practices for trimming vegetation; washing PV solar panels; and waste disposal. A Designated Botanist shall be on site to conduct compliance monitoring during both the first times the PV solar panels are washed and vegetation is trimmed. Permittee shall document operation and maintenance activities performed in the ASR for the first 5 years of the Project's operations and maintenance phase, then documented every other year for the next 15 years.	ITP Condition #7.2.1	Within 6 months of execution of ITP and before commencing maintenance activities During Operation and Maintenance Phases. Reporting for the first 5 years, then every other year for the next 15 years	Permittee	
53	Permittee, in consultation with the Designated Botanist, shall monitor the health and status of transplanted individual(s) every other year for 20 years. Yearly monitoring shall be performed for the first two years after a disturbance event such as fire occurs within the receiver site(s). Permittee shall provide information (at a minimum) on height, branching, flower production, seed pod development, clonal growth, insect infestations, bark stripping, and overall health and appearance. Permittee shall provide an assessment of the health and status of transplanted individuals(s) in the ASR.	ITP Condition #7.2.2	Every other year for 20 years (yearly for the first two years after a disturbance event) During Operation and Maintenance Phases	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
54	Within 6 months of execution of the ITP and prior to starting operation activities, Permittee shall submit to CDFW for its review and approval a Microclimate, Habitat and Soils Monitoring Plan (MHSMP). Permittee shall propose individuals of the Covered Species preserved in the Project Area that will be monitored and propose individuals that would serve as reference or baseline. Permittee shall monitor those CDFW-approved individuals of the Covered Species preserved in the Project Area (e.g., branching, flower production, seed pod development, overall health); compare those individuals of the Covered Species against reference/baseline individuals; monitor abiotic variables (ambient air temperature, humidity, and dew point); monitor soils (biological soil crusts, composition, moisture, temperature); and document native and non-native species. This monitoring shall be designed as a study with baselines, controls, methods, data management, and analysis so that study methods are repeatable. This data shall be used to identify potential deleterious effects of Project operations on individuals of the Covered Species preserved in the Project Area, and ways to minimize/mitigate for those potential effects. This monitoring shall occur every other year for 20 years. Yearly monitoring shall be performed for the first two years after a disturbance event (e.g., fire, flooding) occurs within the receiver site(s). A report documenting monitoring results, analysis, and discussion shall be provided in the ASR.	ITP Condition #7.2.3	Within 6 months of execution of ITP and before commencing operation activities During Operation and Maintenance Phases Every other year for 20 years (yearly for the first two years after a disturbance event)	Permittee	
55	If seeds are not collected or not enough seeds are collected from taken individuals and entered as a permanent, maternal line collection per Condition of Approval 7.1.2, the Permittee shall collect seeds from individuals of the Covered Species preserved within the Project Area. Within 6 months of ITP issuance, the Permittee shall submit to CDFW for its review and approval a Conservation Seed Collection Plan. The Conservation Seed Collection Plan shall be consistent with those provisions identified in Condition of Approval 7.1.2. The Conservation Seed Collection Plan shall be effective until enough seed (as defined in the Conservation Seed Collection Plan) has been collected from individuals of the Covered Species preserved within the Project Area, and those seeds are entered as a permanent, maternal line collection for species conservation. The Permittee shall submit documentation via email to CDFW demonstrating that seeds have been entered and stored as a permanent, maternal line collection. The Permittee shall only be released from obligations pertaining to Condition of Approval 7.2.4 after receiving written approval from CDFW. A summary of seed collection activities shall be provided in the ASR when those activities occur.	ITP Condition #7.2.4	Within 6 months of execution of ITP During Operation and Maintenance Phases until CDFW provides written approval releasing Permittee from obligations under Condition 7.2.4	Permittee	
56	Permittee shall provide a summary of IPM activities in the ASR when those activities occur. Activities shall follow a CDFW-approved IPM Plan as identified under Condition of Approval 7.1.4. Documentation shall include pest species controlled, growth state (e.g., vegetative, flowering, seed), a map of the infestation(s), methods used to eradicate pests, identification of the source, and methods to prevent new infestations and introductions of the pest species detected.	ITP Condition #7.2.5	During Operation and Maintenance Phases when IPM activities occur	Permittee	

POST-PROJECT					
57	Final Mitigation Report: No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Botanist shall prepare the Final Mitigation 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 this 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) an assessment of the effectiveness of the ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) 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 (8) any other pertinent information.	ITP Condition #6.7	No later than 45 days after completion of mitigation	Permittee	

[Financial institution letterhead]

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

Issue Date: **[date]**

Beneficiary:

California Department of Fish and Wildlife
Habitat Conservation Planning Branch
Post Office Box 944209
Sacramento, CA 94244-2090
Attn: HCPB Contract 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 ("CDFW"), 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 CDFW pursuant to the terms of the incidental take permit for the **[name of project]** issued by CDFW to the Applicant on **[date]** (No. **[number]**) ("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 **[numbers]** in the Permit ("Mitigation Requirements").
4. We are finally informed that this Credit is intended by CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. CDFW 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 CDFW as defined in paragraph 12 below. Presentation by CDFW 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 CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW 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, CDFW 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 CDFW 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 CDFW, as defined in paragraph 12 below.
12. An “Authorized Representative” shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Chief of CDFW’s Habitat Conservation Planning Branch.
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 CDFW 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 CDFW: Department of Fish and Wildlife, Habitat

Conservation Planning Branch, Post Office Box 944209, Sacramento, CA 94244-2090, Attn: HCPB Contract 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 CDFW 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: _____
Telephone: _____

ATTACHMENT A

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

To:

[Name and address of financial institution]

Re: [***Insert:*** "Lake" **or** "Streambed"] Alteration Agreement (No. [***permit number***])

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), 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 CDFW, 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 CDFW that the Credit will not be extended and the Applicant has not provided CDFW with an equivalent security approved by CDFW 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. CDFW 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, CDFW has executed and delivered this Certificate as of the ____day of [***month***], [***year***].

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____

[Insert one of the following: "DIRECTOR" **or** "GENERAL COUNSEL" **or** "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" **or** "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]

ATTACHMENT B

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

To:

[***Name of financial institution and address***]

Re: [***Insert: "Lake" or "Streambed"***] Alteration Agreement (No. [***permit number***])

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), 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 Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. CDFW therefore requests the cancellation of the Credit.

Therefore, CDFW has executed and delivered this Certificate for Cancellation as of the ____ day of [***month***], [***year***].

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____

[***Insert one of the following:*** "DIRECTOR" ***or*** "GENERAL COUNSEL" ***or*** "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" ***or*** "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]

State of California - Department of Fish and Wildlife

MITIGATION PAYMENT TRANSMITTAL FORM

DFW 1057 (REV.05/18/21)

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)
☐ 2081 Permit ☐ Conservation Bank ☐ 2835 NCCP ☐ 1802 Agreement ☐ 1600 Agreement ☐ 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: _____	

Please send this form to asbmitigation@wildlife.ca.gov

Notice of Determination**- 1 -****To:**

☒ Office of Planning and Research
 For U.S. Mail:
 P.O. Box 3044
 Sacramento, CA 95812-3044

Street Address:

1400 Tenth Street
 Sacramento, CA 95814

From:

California Department of Fish and Wildlife (CDFW)
 South Coast Region
 3883 Ruffin Road, San Diego, CA 92123
 Contact: Ruby Kwan-Davis
 Phone: (562) 619-2230

Lead Agency
 City of Palmdale
 Planning Division
 Contact: Justin Sauder
 Phone: (661) 267-5372

SUBJECT: *Filing of Notice of Determination pursuant to Public Resources Code § 21108*

State Clearinghouse Number: 2021010230

Project Title: Site Plan Review 20-009 Project (California Endangered Species Act Incidental Take Permit No. 2081-2081-2021-012-05 (ITP))

Project Location (include county): The Site Plan Review 20-009 Project (Project) is located at 1011 Lockheed Way, City of Palmdale, Los Angeles County..

Project Description: This Project involves the installation and operation of a 140-acre 24-megawatt solar power generating facility. This Project has four phases: site preparation; construction and installation; operation and maintenance; and permanent management and conservation of mitigation lands. Site preparation will include removing vegetation; grading; placing fill; and establishing staging areas and construction site entrances. Construction and installation will include 54,545 First Solar, Series 6 photovoltaic (PV) solar panels on a single-axis tracker system; perimeter security fence; internal access roads; a detention berm; and 2,000 linear feet of underground distribution line to connect the solar power generating facility with an existing Southern California Edison substation located north of Blackbird Lane. Normal preventative maintenance and routine inspections will occur over the Project's estimated 20-year lifespan including washing and trimming vegetation under the solar panels. This Project includes the permanent protection and perpetual management of compensatory habitat.

This is to advise that CDFW, acting as [☐ the lead agency / ☒ a responsible agency] approved the above-described project on 8/6/2021 and made the following determinations regarding the above described project:

1. The project [☐ will / ☒ will not] have a significant effect on the environment (This determination is limited to effects within CDFW's permitting jurisdiction as a responsible agency).
2. [☐ An environmental impact report / ☒ A negative declaration] was prepared by the lead agency for the original project.
3. Additional mitigation measures [☒ were / ☐ were not] made a condition of CDFW's approval of the project.
4. A mitigation reporting or monitoring plan [☒ was / ☐ was not] adopted by CDFW for this project.
5. A Statement of Overriding Considerations [☐ was / ☒ was not] adopted by CDFW for this project.
6. Findings [☐ were / ☒ were not] made by CDFW pursuant to Public Resources Code § 21081(a).
7. Compliance with the environmental filing fee requirement at Fish and Game Code § 711.4 (check one):

☐ Payment is submitted with this notice.

☒ A copy of a receipt showing prior payment was submitted to CDFW.

☒ Responsible Agency statement: The Negative Declaration prepared by the lead agency for the Project is available to the general public at the office location listed above for the lead agency. CDFW's administrative record of proceedings related to the incidental take permit is available to the public for review at CDFW's regional office.

DocuSigned by:

Ed Pert

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8/6/2021

Signature

Ed Pert, Regional Manager

Date:

Date Received for filing at OPR: _____