



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Central Region
1234 East Shaw Avenue
Fresno, California 93710
(559) 243-4005
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



August 18, 2022

50LW 8me LLC
Thomas Buttgenbach, Ph.D.
250 Sutter Street, Suite 600
San Francisco, California 94108

Subject: Incidental Take Permit for Bellefield Solar Farm Project ()

Dear Mr. Buttgenbach:

Enclosed you will find an electronic copy of the incidental take permit for the above referenced Project, which has been digitally signed by the California Department of Fish and Wildlife (CDFW). Please read the permit carefully, sign the acknowledgement, and return the original **no later than 30 days from CDFW signature**, and prior to initiation of ground-disturbing activities. You may return a hard copy of the permit via mail to:

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

Alternatively, you may return an electronic copy of the permit with digital signature to CESA@wildlife.ca.gov. Digital signatures shall comply with Government Code section 16.5.

You are advised to keep the permit in a secure location and distribute copies to appropriate project staff responsible for ensuring compliance with the conditions of approval of the permit. Note that you are required to comply with certain conditions of approval prior to initiation of ground-disturbing activities. Additionally, a copy of the permit must be maintained at the project work site and made available for inspection by CDFW staff when requested.

The permit will not take effect until the signed acknowledgement is received by CDFW. If you wish to discuss these instructions or have questions regarding the permit, please contact Carrie Swanberg, Senior Environmental Scientist (Specialist), at (559) 538-4110 or carrie.swanberg@wildlife.ca.gov.

Sincerely,

A handwritten signature in cursive script that reads 'Julie A. Vance'.

Julie A. Vance, Regional Manager
Central Region
California Department of Fish and Wildlife

Enclosure



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**California Department of Fish and Wildlife
Central Region
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710**

California Endangered Species Act
Incidental Take Permit No. 2081-2021-037-04

BELLEFIELD SOLAR PROJECT

I. 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 However, CDFW may authorize the take of any such species by permit pursuant to the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c). (See Cal. Code Regs., tit. 14, § 783.4).

Permittees:	50LW 8me LLC, 26SB 8me LLC, 51LV 8me LLC, and 59TC 8me LLC
Principal Officer:	Thomas Buttgenbach, Ph.D.
Contact Person:	Erec DeVost, (415) 404-0256 edevost@8minute.com
Mailing Address:	50LW 8me LLC 250 Sutter Street, Suite 600 San Francisco, California 94108

II. Effective Date and Expiration Date of this ITP:

This ITP shall become effective when signed by all parties and received by CDFW as described in the Notices section of this ITP. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **May 1, 2056**.

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 6.9 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.

III. Project Location:

The Bellefield Solar Project (Project) is located partially within the limits of California City and partially within unincorporated areas in the southern Fremont Valley, Kern County, California, north and south of State Route 58 and east and west of State Route 14. The Project is specifically located in Township 11N, Range 11W all or portions of Sections 5, 6, 7, 17 through 22, 25 through 35 and Township 11N, Range 12W, portions of Sections 1 and 2 (Figures 1 through 3). Specific Assessor's Parcel Numbers are provided in Figures 4 and 5.

IV. Project Description:

The Project includes the construction, operation, maintenance, and ultimate decommissioning of a utility-scale solar farm that will include solar arrays, collector lines, energy storage systems, substation, ancillary facilities, associated electrical infrastructure, and a 14.5-mile generation tie-in (gen-tie) transmission line (Figures (Map Books) 6 and 7). The gen-tie line will transmit power generated from the Project to the Southern California Edison Windhub Substation. The solar array and associated collector lines and infrastructure will be developed over 8,371 acres and the gen-tie line and associated staging/storage areas will span 405.5 acres.

Construction is anticipated to begin in 2022 and will last 18 to 24 months. Operation and maintenance (O&M) is anticipated to continue for 30 years after construction is complete and the site will be decommissioned at that time. Project activities are presented below as initial *Construction*, ongoing *O&M* following construction, and ultimate *Decommissioning* of the site.

Construction

The following are individual Project features of the initial construction:

- **Geotechnical Drilling.** Subsurface drilling for soil borings, excavation of test pits, and field resistivity testing will be conducted as needed prior to construction to inform final design specifications. Test pits may be 2 feet wide by 7 feet long by 8 feet deep. Approximately 15 gallons of subsurface material would be collected and the test pit would be immediately backfilled.
- **Initial Vegetation Removal.** In preparation for construction, large-format mowing equipment will be used to crush and mow grasses and vegetation, leaving 2 to 6 inches of plant material above grade. Western Joshua trees (*Yucca brevifolia*) and large woody debris will be removed at ground level, chipping the material and broadcasting the material back over the site. The grasses and herbaceous vegetation will be allowed to regrow following initial construction. At the time of issuance of this ITP, western Joshua tree is a State Candidate species for listing as threatened under the California Endangered Species Act. Take of western Joshua tree for the Project was authorized on April 21, 2021 through emergency regulations adopted under Fish and Game Code section 2084 and after verification that all the conditions of the emergency regulations were fulfilled.

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BELLEFIELD SOLAR PROJECT

- Earthwork. Spoils generated during construction of the solar array area will be used to balance and level other portions of the Project area and will not be exported from the site. Spoils generated during construction of the gen-tie line will be spread across the Oliver staging area (described below). Spoils generated from construction of the railroad spur into the Mojave Air Space Port will be removed from that site and broadcast across adjacent portions of the Project area.
- Staging and laydown areas. Laydown areas will be established in each work area within the solar array development area for the staging of equipment and materials. These areas will be developed with solar array and/or associated infrastructure when the staging and storage is no longer needed in that construction area. Three laydown areas will be established along the gen-tie corridor: the 9-acre Benton Road staging area, the 16-acre Oliver staging area (intersection of Holt Street and Oak Creek Road), and the 5.3-acre Oak Creek staging area (adjacent to the Windhub Substation). Initial vegetation will be removed as described above followed by perimeter security fence installation and grading/cut/fill and compaction earthwork to level the sites. Aggregate will be spread across the Oliver staging area and asphalt slurry may be used at the Oak Creek staging area.
- Solar Panels. Photovoltaic (PV) modules, arranged in groups called “blocks”, will be installed on either fixed-tilt or tracker mount systems typically standing 6 to 8 feet tall but may be up to 20 feet high. The foundations for the mounting structures would extend up to 10 feet below ground and may be encased in concrete, depending on soil conditions and wind loads. Vertical mounting supports will be set in an excavated hole or directly pile-driven into the ground. The vertical supports will be connected by horizontal supports (racking system) for the solar module installation. Trenches will be excavated 2 feet wide by 2 feet deep of electrical connectors that connect the solar modules and carry direct current energy to inverter stations. Electrical connectors will be bundled with connectors from adjacent solar module racks and placed in trenches 4 feet wide by 4 feet deep as they approach the inverter stations. When needed, electrical connectors will be routed overhead.
- Inverter Stations. An inverter station will be constructed on a 10-foot by 20-foot by 4-foot-deep foundation within each block of PV solar modules to convert the direct current that the solar panels produce to alternating current. An inverter station is comprised of inverter modules, a unit transformer, and voltage switch gear which are housed in steel enclosures or canopies and cabinets on skid or concrete-mounted pads.
- Access and Fire Roads. A system of graded access roads will be constructed around each block of PV solar modules. Twenty-foot-wide fire roads will be constructed around the perimeter of the Project, inside the security fence (described below). The roads will be mowed, graded, and compacted for the life of the Project. Some roads may have dust palliatives or aggregate applied. Arizona crossings will be constructed where roads cross ephemeral drainages.
- Collector Lines. Output from the inverter stations would be transferred through above-and below-ground electrical conduits and conductor wires (connectors) to a substation. The collectors will be bundled together as they approach the substation. Trenches will be excavated up to 4 feet wide by 4 feet deep for the underground connectors.

- **Energy Storage System.** One or more energy storage system (ESS) will be constructed and will be comprised of modular and scalable battery packs and control systems constructed within 40-foot shipping containers or similar building structures, up to approximately 25 feet tall, and collectively may extend 50 acres throughout the project area. Each battery pack and shipping container will be constructed over its own separate 3-foot-deep foundation, and each will be separated by dirt or gravel road. Each ESS area will be secured with perimeter security fencing (described below).
- **Substation.** One or more 5-acre substations (switchyards) will be constructed on-site to receive output from the inverter stations through electrical conduits and conductor wires. A substation is comprised of auxiliary power transformers, distribution cabinets, revenue metering systems, voltage switch gear, microwave transmission tower, circuit breakers, disconnect switches, surge arrestors, and a prefabricated concrete or steel control building. Each feature will be constructed on separate concrete pads (the main power transformers on 30-foot by 50-foot by 8-foot-deep foundations). Each substation will be enclosed with chain-link fence, separate from the perimeter security fencing that encloses the overall Project. Following installation of all components, the site would be covered in aggregate.
- **Gen-tie Line.** Power generated by the Project would be delivered from the on-site substations to the Southern California Edison Windhub Substation by (up to) 230-kilovolt overhead and underground electrical transmission lines.
 - Construction of the 14.5-mile gen-tie line will occur throughout a 150-foot-wide corridor (263 acres) beginning with vegetation removal and grading for the placement of approximately 136 pole structures. Foundations for the pole structures will be constructed about 6 feet wide and up to 20 feet deep. Lastly, the transmission structures will be assembled and placed and the conductors, communication, and protective lines will be strung from one structure to the next.
 - Vegetation removal and grading will also occur at areas where the gen-tie line is placed underground followed by excavation of a trench 6 feet wide by up to 20 feet deep. Excavated material will be temporarily stored adjacent to the trench and ultimately relocated to the Oliver staging area and used to level that site. Following placement of the conduit, the trench will be backfilled with thermal material and native soils. This work will be done at night.
 - The existing 8-foot-wide Benton Road will be widened to 14 feet for construction of the gen-tie line along this corridor approximately from Treescape Road to State Route 58 (2.3 miles but about 1 mile of that is in the solar module impact area).
- **O&M Buildings.** Up to four 10,000 square-foot O&M buildings will be constructed with steel framing and metal siding and roof panels. Grading and compaction and will occur and a 20-foot by 50-foot by 5-foot-deep concrete foundation will be poured prior to construction of these areas. Each O&M building may include an office, a repair building and parts storage area, a control room, a restroom, a septic tank and leach field, and a parking area.
- **Water Storage Tanks.** One or more above-ground water storage tanks with 50,000-gallon capacity will be placed near the O&M buildings for fire suppression.

- Site Security and Fencing. Eight-foot chain link fence with barbed wire will be constructed around the perimeter of the Project area (except the gen-tie line). The fencing will have an intrusion alarm system integrated, including intrusion detection cabinets placed approximately every 1,500 feet along the perimeter. Other security systems will be constructed including controlled access points, security alarms, security camera systems, and lighting. Low voltage fencing as a security measure will not be used.
- Desert Tortoise Fencing. In conjunction with the installation of security fencing, mowing, grading, and the excavation of a two-foot-deep trench will occur for the integration of temporary desert tortoise exclusion fencing.

The general progression of initial construction work will commence as follows: site preparation, grading, and earthwork; concrete foundations; structural steel work; electrical instrumentation work; collector line installation; and architecture and landscaping. Construction may be phased over four discreet mobilizations, each phase having its own substation and ESS. The gen-tie line will be constructed as part of the first phase/mobilization.

Operation and Maintenance

The following are activities that will occur on an on-going basis following the initial construction to support the year-round operation of the facility:

- Cleaning of PV panels. Solar panels will be washed once per year, using up to 50 acre-feet of water per year obtained from an existing on-site well.
- Monitoring electricity generation. Personnel visiting the site and driving along established access roads.
- Providing Site Security. Security guard vehicle patrols.
- Facility Maintenance. Facility maintenance may include the replacing or repairing of inverters, wiring, PV modules, or other facility infrastructure. Road repair will occur including the placement or replacement of gravel, erosion repair, and reconstruction of Arizona crossings. Up to 20 full-time personnel may work at the site, driving pick-up trucks or operating specialized maintenance equipment. Routine line patrols and insulator washing, pole and tower repair or replacement, insulator replacement, cross arm replacement, anchor and guy replacement, restringing corridors, and road maintenance may occur along the transmission line.
- Vegetation Control. Vegetation within the PV modules will be maintained to less than six inches in height using hand tools, mechanical equipment, or herbicides. Herbicide will be used when invasive plants can't be controlled with hand or mechanical removal. The access and perimeter roads will be maintained devoid of vegetation for access and fire safety purposes.

Decommissioning

At the end of the solar facility's operational life, the site will be decommissioned. This activity will include the collection and recycling of PV solar arrays, the crushing and recycling of concrete equipment pads, the removal of underground conduit and wires, the removal of transmission/gen-tie line poles, and the removal and salvage of collection lines and structures. The topsoil will be restored and revegetated following decommissioning activities.

V. Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

<u>Name</u>	<u>CESA Status</u> ³
1. Desert tortoise (<i>Gopherus agassizii</i>)	Threatened ⁴
2. Mohave ground squirrel (<i>Spermophilus mohavensis</i>)	Endangered ⁵

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

VI. 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 initial construction activities described above expected to result in incidental take of individuals of the Covered Species include: clearing, grubbing, and grading; removing vegetation; leveling (cut/fill); soil compaction; backfilling and compacting; pouring concrete; operation of motorized heavy equipment; drilling, pile driving, vibrating piles or posts; construction and use of temporary staging and storage areas; construction of new access and perimeter roads; trenching and excavation; construction of O&M buildings, substations, BESS, inverters, and transformers; installation of solar panel support and mount systems; installation of gen-tie and collection lines and poles; transporting construction materials and other Project-related traffic; and other Project-related activities described in the Project Description section of this ITP. The O&M activities described above expected to result in take of individuals of the covered Species include: operation of vehicles and equipment; repair or replacement of cables, piles, fencing, or other infrastructure; vegetation management; and washing of solar panels. Removal of all infrastructure during decommissioning activities is also expected to result in take of the Covered Species (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality ("kill") may occur as a result of Covered Activities such as vehicle strikes; crushing by heavy equipment, soil, or materials; collapse or excavation of burrows; entombment of individuals during earthwork; and noise and ground vibration that could cause individuals to leave burrows at inappropriate times increasing stress, overheating, and exposure to predation. Incidental take of individuals of the Covered Species

³ Under CESA, a species may be on the list of endangered species, the list of threatened species, or the list of candidate species.

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

⁵See *Id.*, subd. (b)(6)(A).

may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so of the Covered Species with entrapment of fallen individuals into trenches or excavations, with corralling by installation of species exclusion fencing, during implementation of take minimization measures required by this ITP including live trapping of Covered Species, with burrow excavation, and with relocation or translocation Covered Species. The areas where authorized take of the Covered Species is expected to occur include the solar arrays, inverters, substations, collector lines, access road systems, energy storage systems, gen-tie poles, and all constructed facilities within the security fencing boundary (collectively, the Project Area).

Incidental take of the Covered Species is expected throughout the entire 8,776.5-acre Project Area. Of this, portions of the gen-tie corridor and collector line corridor comprise 264 acres and 161.43 acres respectively. In addition, two staging areas for the gen-tie corridor are expected to encompass 21.5 acres. Therefore, the Project itself is expected to cause the permanent loss of 8,776.5 acres of habitat for the Covered Species, of which a maximum of 405.5 acres will be associated with gen-tie and collector line corridor installation. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These indirect impacts include: stress resulting from noise and vibrations; increased exposure or stress from disorientation; stress resulting from capture, and relocation; introduction or spread of invasive species; and long-term effects due to increased pollution, displacement from preferred habitat, increased competition for food and space, increased vulnerability to predation and disease; on-going O&M-related noise and lighting; changes in drainage patterns that favor different vegetative growth; loss of burrowing habitat used for shelter and reproduction; and competition between displaced individuals into unsuitable areas or areas at carrying capacity.

VII. 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 Permittees, 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, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species except for capture and relocation of Covered Species as authorized by this ITP.

VIII. Conditions of Approval:

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

- 1. Legal Compliance:** Permittees 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:** Permittees shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Environmental Impact Report (SCH No.: 2021010168 adopted by Kern County on December 14, 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:** Permittees shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration Agreement (LSAA) (Notification No. EPIMS-KER-24500) for the Project when executed by CDFW pursuant to Fish and Game Code section 1600 et seq.
- 4. ITP Time Frame Compliance:** Permittees shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as ATTACHMENT 1 to this ITP.
- 5. General Provisions:**
 - 5.1. Terms and Conditions.** All terms and conditions of this ITP, including those set forth in the attached MMRP, shall be binding upon each of the four (4) Permittees. Notwithstanding California Civil Code section 1431 or any other provision of law, each Permittees is jointly and severally liable for providing and maintaining security in accordance with this ITP and for performance of all other terms, conditions, and obligations of this ITP, including but not limited to those set forth in the attached MMRP. Any failure by one or more Permittees to comply with any term, condition, or obligation set forth in this ITP shall be deemed a failure to comply by all four of the Permittees.
 - 5.2. Designated Representative.** Before starting Covered Activities, Permittees shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittees 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 this ITP.
 - 5.3. Designated Biologist(s) and Designated Monitor(s).** Permittees shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) and Designated Monitor(s) using the Biologist Resume Form (ATTACHMENT 2) or another format containing the same information at least 30 days before starting Covered Activities. The Designated Monitor may assist the Designated Biologist in compliance monitoring under the direct supervision of the Designated Biologist.

Permittees shall ensure that the Designated Biologist is knowledgeable and experienced in the biology, natural history, trapping, handling, and relocating of the Covered Species. Permittees shall also ensure that the Designated Biologist is experienced in the excavation of burrows actively used by the Covered Species and in the monitoring of construction activities under an ITP for the Covered Species. Permittees shall ensure that the Designated Monitor is knowledgeable and experienced in the biology and natural history of the Covered Species. The Designated Biologist and Designated Monitor 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. Permittees shall obtain CDFW approval of the Designated Biologist and Designated Monitor in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist or Designated Monitor must be changed.

- 5.4. Designated Biologist and Designated Monitor Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist and Designated Monitor shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittees shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittees shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.
- 5.5. Education Program.** Permittees shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittees shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittees 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. 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.

- 5.6. Construction Monitoring Documentation.** The Designated Biologist and Designated Monitor shall maintain construction-monitoring documentation on-site in either hard copy or digital format 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. Permittees shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.
- 5.7. Trash Abatement.** Permittees shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittees shall ensure that trash and food items are contained in animal-proof containers and removed, daily when possible but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 5.8. Dust Control.** Permittees shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittees shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles. Dust palliatives or other chemical soil stabilizers shall not be used during construction, O&M, or decommissioning activities without specific prior written approval by CDFW.
- 5.9. Erosion Control Materials.** Permittees shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting, photodegradable mesh (erosion control matting) or similar material. Permittees shall only deploy erosion control mats, blankets, or coir rolls that consist of natural-fiber, biodegradable materials. Rock used for road improvement or other purposes shall be no greater than 4 inches in diameter unless the interstitial spaces are filled with 2-inch or smaller diameter rock to establish a passable surface for adult and juvenile desert tortoise.
- 5.10. Dogs.** Permittees shall prohibit domestic and working dogs from the Project Area and site access routes during Covered Activities, except those in the possession of authorized security personnel or federal, state, or local law enforcement officials.
- 5.11. Wildfire Avoidance.** Permittees or Permittee's contractors shall minimize the potential for human-caused wildfires by carrying water or fire extinguishers and shovels in all Project-related vehicles and equipment. The use of shields, protective mats, or use of other fire preventative methods shall be used during grinding and welding to minimize the potential for fire. Personnel shall be trained regarding the fire hazard for wildlife as part of the worker education program described in Condition of Approval 5.5.

- 5.12. Delineation of Property Boundaries.** Permittees shall clearly delineate the discrete boundaries of each area in active construction within the Project Area, where the Covered Activities will occur (Work Area), with fencing, stakes, or flags before starting Covered Activities. Permittees shall restrict all Covered Activities to within the fenced, staked, or flagged Work Area. Permittees shall maintain all fencing, stakes, and flags until the completion of Covered Activities in each Work Area.
- 5.13. 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. Permittees shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittees shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittees determine 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.
- 5.14. Staging Areas.** Permittees 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, Permittees shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 5.13 of this ITP.
- 5.15. Hazardous Waste.** Permittees 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. Permittees 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.
- Permittees shall ensure that all fueling, or maintenance of vehicles or equipment shall occur within established O&M buildings or designated staging areas and shall not occur within 200 feet of Covered Species burrows, unless approved in advance in writing by CDFW.
- 5.16. CDFW Access.** Permittees shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittees control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 5.17. Refuse Removal.** Upon completion of Covered Activities, Permittees 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. Refuse resulting from the Operation and Maintenance of the Project shall be removed and properly disposed of on a weekly basis and maintained per Condition of Approval 5.7 above.

- 5.18. Lighting.** All temporary and permanent outdoor lighting shall be aimed at the ground, shielded to prevent light from shining skyward, of minimum wattage necessary for safety and activity, and of motion-sensor type to prevent continuous nighttime lighting.
- 5.19. Rodenticide Prohibition.** Permittees shall prohibit the use of rodenticides in the Project Area.
- 5.20. Herbicide Use.** Permittees shall limit herbicide use to treat and control invasive plant species only and shall only apply herbicide after hand or mechanical efforts have been ineffective. Permittees shall ensure that all application of herbicide is done by a licensed applicator in accordance with all applicable federal, State, and local laws and regulations. Herbicide sprays shall be used only when wind speed are less than 10 miles per hour and all sprays shall contain a dye to prevent overspray.
- 5.21. Non-native materials removal.** All non-native fill materials used during construction of trenches, such as thermal material for conduit protection, shall be excavated, removed, and disposed of at an appropriate landfill offsite during decommissioning of the project site.

6. Monitoring, Notification and Reporting Provisions:

- 6.1. Notification Before Commencement.** The Designated Representative shall notify CDFW a minimum of 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 or Designated Biologist shall immediately notify CDFW via e-mail if the Permittees are 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 or Designated Biologist shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.
- 6.3. Compliance Monitoring.** The Designated Biologist shall be on-site daily, for the duration of the day, when Covered Activities occur during the entire construction and decommissioning periods and on site daily, for the duration of the day, when ground- or vegetation-disturbing Covered Activities occur during the O&M period, unless exclusion fencing has been installed and properly maintained, in accordance with Conditions of Approval 7.13 and 7.14 below. Ground- and vegetation-disturbing activities include any action that

modifies the existing ground or vegetated surface. Examples include the use of string trimmers, mowing, application of herbicide, washing of solar panels, trenching, grading, etc. Operation of vehicles on established roads that have been properly maintained is not considered ground- or vegetation-disturbing activity. The Designated Biologist or Designated Monitor shall otherwise be on-site during the construction and decommissioning periods a minimum of once every 14 days during periods of inactivity and after clearing, grubbing, and grading are completed. The Designated Biologist 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;
- (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area;
- (6) maintain an on-going account of the number of acres that are permanently and temporarily disturbed by the Project; and
- (7) document the Covered Activities that occurred.

The Designated Representative, Designated Biologist, or Designated Monitor 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. Quarterly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 6.3 into a Quarterly Compliance Report during the construction and decommissioning periods, and into an Annual Compliance Report (Condition of Approval 6.5) during the O&M period and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Quarterly Compliance Reports shall be submitted via e-mail to CDFW's Regional Representative, Regional Office, and Headquarters CESA Program no later than the 15th day of the month following the reporting period. At the time of this ITP's approval, the CDFW Regional Representative is Carrie Swanberg (carrie.swanberg@wildlife.ca.gov), the Regional Office e-mail is R4CESA@wildlife.ca.gov, and the Headquarters CESA Program e-mail 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 Permittees in writing of the new reporting schedule.

- 6.5. Annual Status Report.** Permittees shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year identified in Condition of Approval 6.4; (2) a record the Education Program training sessions provided over the reporting year (Condition of Approval 5.5); (3) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (4) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (5) a summary of findings from all pre-activity surveys conducted, including but not limited to, the number of times a Covered Species or their burrow was encountered, location, if avoidance was achieved, and if not, what measures were implemented; (6) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (7) all available information about Project-related incidental take of the Covered Species; (8) a written and mapped 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 (9) information about other Project impacts on the Covered Species. The ASR shall be submitted via e-mail to the entities identified in Condition of Approval 6.4 above.
- 6.6. CNDDDB Observations.** The Designated Biologist 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 Biologist shall include copies of the submitted forms with the next Quarterly Compliance Report or ASR, whichever is submitted first relative to the observation.
- 6.7. Construction Phase Conditions of Approval Evaluation Report.** No later than 45 days after completion of all construction activities for the solar site and gen-tie line, Permittees shall provide CDFW with a Conditions of Approval Evaluation Report. The Designated Biologist shall prepare the Conditions of Approval Evaluation Report which shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports and all ASRs; (2) beginning and ending dates of covered activities for the construction phase; (3) a copy of the table in the MMRP with notes showing when each of the construction phase conditions were implemented and an assessment of the effectiveness of each of this ITP's Conditions of Approval associated with the construction of the Project in minimizing and mitigating Project impacts on Covered Species; (4) recommendations on how the conditions might be changed to more effectively minimize take and mitigate the impact of future projects on Covered Species; and (5) any other pertinent information. The Initial Construction Phase Conditions of Approval Evaluation Report shall be submitted via e-mail to the entities identified in Condition of Approval 6.4 above.

- 6.8. Operations and Maintenance Phase Conditions of Approval Evaluation Report.** No later than 45 days after completion of all O&M phase activities for the project, Permittees shall provide CDFW with a Conditions of Approval Evaluation Report. The Designated Biologist shall prepare the Conditions of Approval Evaluation Report which shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports and all ASRs; (2) beginning and ending dates of covered activities for the operations and maintenance phase; (3) a copy of the table in the MMRP with notes showing when each of the conditions were implemented during operations and maintenance of the facility and an assessment of the effectiveness of each of this ITP's Conditions of Approval associated with the operations and maintenance of the Project in minimizing and mitigating Project impacts on Covered Species; (4) recommendations on how the conditions might be changed to more effectively minimize take and mitigate the impact of future projects on Covered Species; and (5) any other pertinent information. The O&M Phase Conditions of Approval Evaluation Report shall be submitted via e-mail to the entities identified in Condition of Approval 6.4 above.
- 6.9. Final Mitigation Report.** No later than 45 days after completion of all mitigation measures, Permittees shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) 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. The Final Mitigation Report shall be submitted via e-mail to the entities identified in Condition of Approval 6.4 above.
- 6.10. As-Built Development Plans.** No later than 45 days after completion of all construction activities, Permittees shall submit as-built development plans. The as-built plan sheets shall delineate and quantify the extent of permanent Project features, including roads, utilities and all other facilities and features associated with the Project. The as-built plans shall include an estimate of the permanent disturbance during construction by highlighting the estimated disturbance areas on the as-built plan sheets. The plan scale shall be 1":250' (one inch to 250 feet) or smaller. As-built plans shall be derived from survey data acquired after Project construction has been completed and shall be verified by the Designated Biologist. The as-built plans shall be submitted in electronic format (e-mail or other available document repository/share site) to the entities identified in Condition of Approval 6.4 above.

- 6.11. Desert Tortoise Mortality Reduction and Relocation Plan.** Permittees shall provide CDFW with a Desert Tortoise Mortality Reduction and Relocation Plan, prepared by the Designated Biologist, for CDFW review and written approval prior to the start of Covered Activities. The relocation plan shall include at a minimum: (1) avoidance and minimization measures including the option to work within the established protective buffer of a burrow; (2) the proposed capture methods; (3) implementation timing; (4) burrow excavation methods (Condition of Approval 7.16 below); (5) measures to be taken when a nest is encountered; (6) release methods (i.e., soft release, hard release, or some other method); (7) artificial burrow design and installation methods; (8) a map and legal description of the proposed receiver sites; (9) a comparison of the proposed receiver site's and source site's soil, plant communities, and topography to demonstrate that the site is suitable; (10) a description of the existing desert tortoise (pre-Project) status on the proposed receiver site (including density and distribution); (11) a proposed one-year monitoring plan of the receiver site; and (12) identification of a wildlife rehabilitation center or veterinary facility where injured animals will be cared for. Once the Desert Tortoise Mortality Reduction and Relocation Plan is approved by CDFW, it may be used for all desert tortoise relocation activities for the duration of this ITP. Any proposed changes to the CDFW-approved Desert Tortoise Mortality Reduction and Relocation Plan shall be submitted in writing to CDFW and approved by CDFW in writing prior to implementation of any proposed modifications. The Draft Desert Tortoise Mortality Reduction and Relocation Plan shall be submitted via e-mail at least 30 days before starting Covered Activities to the Regional Representative and Regional Office identified in Condition of Approval 6.4 above.
- 6.12. Mohave Ground Squirrel Mortality Reduction and Relocation Plan.** Permittees shall submit a Mohave Ground Squirrel (MGS) Mortality Reduction and Relocation Plan, prepared by the Designated Biologist, for CDFW review and written approval prior to the start of Covered Activities. The MGS Mortality Reduction and Relocation Plan shall include, but not be limited to: (1) avoidance and minimization measures including the option to work within an established protective buffer of a burrow; (2) trapping methodology (Condition of Approval 7.21 below); (3) implementation timing; (4) burrow identification and excavation methods (Condition of Approval 7.21 below); (5) measures to be taken when a nest is encountered; (6) release methods (i.e., soft release, hard release, or some other method); (7) artificial burrow design and installation methods; (8) a map and legal description of the proposed receiver sites; (9) a comparison of the proposed receiver site's and source site's soil, plant communities, and topography to demonstrate that the site is suitable; (10) a description of existing MGS (pre-Project) status on the proposed receiver site (including density and distribution); (11) a proposed one-year monitoring plan of the receiver site; and (12) identification of a wildlife rehabilitation center or veterinary facility where injured animals will be cared for. The MGS Mortality Reduction and Relocation Plan shall restrict MGS relocation to only after young of the year are observed above ground and during the main activity period for the species (April 1 to September 1). The Permittees may request a 7-day

extension to the relocation period if daytime temperatures (sunrise to sunset) are predicted by the National Weather Service to remain within the temperature criterion of 68 – 86 degrees Fahrenheit with no prediction of inclement weather (e.g., a predicted 40 percent or greater chance of precipitation). Subsequent 7-day extensions (through no later than November 1) may be requested and approved by CDFW so long as weather conditions are predicted by the National Weather Service to remain within the above temperature criterion. The relocation extension request(s) shall be approved in advance and in writing by CDFW (email will suffice). Once the MGS Mortality Reduction and Relocation Plan is approved by CDFW, it may be used for all MGS mortality reduction and relocation activities for the duration of this ITP. Any proposed changes to the MGS Mortality Reduction and Relocation Plan shall be submitted in writing to CDFW and approved by CDFW in writing prior to implementation of any proposed modifications. The Draft MGS Mortality Reduction and Relocation Plan shall be submitted via e-mail at least 30 days before starting Covered Activities to the Regional Representative and Regional Office identified in Condition of Approval 6.4 above.

6.13. Raven Management Plan. Permittees shall prepare a Project-specific Raven Management Plan to minimize the potential for ravens to occupy the Project Area and for raven predation on desert tortoise. The plan shall address the construction, O&M, and decommissioning phases and shall include at a minimum: (1) baseline survey and results; (2) a plan for reduction of food, water, sheltering and nesting sites; (3) an evaluation of effectiveness and adaptive management strategies; and (4) an education and outreach program. The Raven Management Plan shall be submitted via e-mail for written approval at least 30 days before starting Covered Activities to the Regional Representative and Regional Office identified in Condition of Approval 6.4 above.

6.14. Notification of Take or Injury. Permittees shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW via email to the Regional Office at R4CESA@wildlife.ca.gov. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittees 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 the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information. The written report shall be submitted via e-mail to the Regional Representative and Regional Office identified in Condition of Approval 6.4 above.

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.

Permittees shall implement and adhere to the following conditions to minimize take of Covered Species:

- 7.1. Designated Biologist On Site.** The Designated Biologist shall be on site during all activities that may result in the take of Covered Species and in accordance with Condition of Approval 6.3 above.

- 7.2. Work Hours.** Permittees shall conduct all Covered Activities during daylight hours (sunrise to sunset) except for the following activities as necessary: (1) planned and unplanned maintenance activities, repair and replacement, wiring, testing, and commissioning that must occur after dark to ensure PV arrays are not energized; (2) interior use of the O&M facility; (3) unanticipated emergencies (in accordance with Section 21060.3 of the Public Resources Code), including forced outages and non-routine maintenance or repair requiring immediate attention; or (4) security patrols.

Permittees shall ensure: (1) that any vehicle traffic necessary during nighttime hours associated with these activities are conducted with caution to minimize impacts to Covered Species; (2) the speed limit during allowable night work is reduced to 10 mph for non-emergency activities; and (3) that CDFW is notified as soon as possible and no later than 24 hours after commencement of any emergency nighttime O&M activities, except those occurring inside the O&M facility.

- 7.3. Delineation of Ingress and Egress Routes.** Permittees shall flag or otherwise clearly mark all access roads in the field from the paved road and vehicle operation shall be limited to these designated ingress and egress routes.

- 7.4. Vehicle Parking.** Permittees shall not allow vehicles to park on top of Covered Species burrows, except within designated staging areas for which burrows have been excavated per Conditions of Approval 7.16 and 7.21. Vehicles left overnight shall be located at least 50 feet from of all Covered Species dens or burrows.

- 7.5. Vehicle and Equipment Inspection.** Workers shall inspect for Covered Species under vehicles and equipment every time before the vehicles and equipment are moved. If a Covered Species is present, the worker shall notify the Designated Biologist and wait for the Covered Species to move unimpeded to a safe location. Alternatively, the Designated Biologist shall move the Covered Species out of harm's way outside of the Project Area and in compliance with the approved Covered Species Mortality Reduction and Relocation Plans required in Conditions of Approval 6.11 and 6.12 above.

- 7.6. Pipe and Materials Inspection.** Workers shall thoroughly inspect all construction pipe, culverts, or other similar structures with a diameter of one inch or greater that are stored for one or more overnight periods for the Covered Species before the structure is

subsequently moved, buried, or capped. If during inspection, a Covered Species is discovered inside a pipe, culvert, or similar structure, workers shall notify the Designated Biologist and wait for the Covered Species to move unimpeded to a safe location before moving and utilizing the structure. Alternatively, the Designated Biologist shall move the Covered Species out of harm's way outside of the Project Area and in compliance with the approved Covered Species Mortality Reduction and Relocation Plans required in Conditions of Approval 6.11 and 6.12 above.

- 7.7. Geotechnical Investigation.** In areas where exclusion fencing has not been installed (Conditions of Approval 7.13 and 7.14), the Designated Biologist shall survey geotechnical investigation access routes and work areas, as well as a 50-foot buffer, and flag any potential MGS and/or DT burrows before the geotechnical drilling may proceed. If an access route does not have burrows within 50 feet, then the Designated Biologist shall guide the equipment operator to the drill locations at a walking pace. The Designated Biologist shall remain on site at all times while drilling work is done and shall guide the operator from the geotechnical drilling areas when exiting the work area. However, if burrows are found within the area to be disturbed during either access to or at the work area where drilling will occur, temporary exclusion fencing shall be installed and burrows shall be excavated in accordance with Conditions of Approval 6.11, 6.12, 7.13, 7.14, 7.16, and 7.21. If both an auger drill system and a self-casing rotary wash wire-line drill system are used, both shall be on drill trucks so that if a change in drill systems is needed, it will not require an additional exit and entrance through Covered Species habitat.
- 7.8. Excavation Inspection.** The Designated Biologist or Designated Monitor shall inspect all trenches, open holes, sumps, and other excavations within the Project Area at the beginning and end of each day for trapped animals. All trenches, holes, sumps, and other excavations with sidewalls steeper than a 1:1 (45 degree) slope shall be covered when workers or equipment are not actively working in the excavation, which includes cessation of work overnight, or shall have an escape ramp of earth or a non-slip material with a less than 1:1 (45 degree) slope. To prevent inadvertent entrapment of the Covered Species, the Designated Biologist or Designated Monitor shall oversee the covering of all such excavations with barrier material (such as hardware cloth) at the close of each working day such that animals are unable to dig or squeeze under the barrier and become entrapped. The outer two feet of excavation cover shall conform to solid ground so that gaps do not occur between the cover and the ground and shall be secured with soil staples or similar means to prevent gaps. Each morning, end of each day (including weekends and any other non-workdays), and immediately before trenches, holes, sumps, or other excavations are back filled, the Designated Biologist or Designated Monitor shall thoroughly inspect them for Covered Species. The Designated Biologist or Designated Monitor shall also thoroughly inspect any trenches, holes, sumps, or other excavations that are covered long term at the beginning of each working day to ensure inadvertent entrapment has not occurred and shall make any necessary repairs to the cover. If any worker discovers a Covered Species

has become trapped, Permittees shall cease all Covered Activities in the vicinity and notify the Designated Biologist immediately. Project workers and the Designated Biologist shall allow the Covered Species to escape unimpeded if possible before Covered Activities are allowed to continue. Alternatively, the Designated Biologist shall move the Covered Species out of harm's way outside of the Project Area and in compliance with the approved Covered Species Mortality Reduction and Relocation Plans required in Conditions of Approval 6.11 and 6.12 above.

7.9. Covered Species Injury. If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to the CDFW approved wildlife rehabilitation or veterinary facility identified in the Covered Species Mortality Reduction and Relocation Plans required in Conditions of Approval 6.11 and 6.12. Permittees shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittees shall notify CDFW of the injury to the Covered Species according to Condition of Approval 6.14. Notification shall include the name of the facility where the animal was taken. If a Covered Species is found deceased, the Designated Biologist shall immediately collect, bag, and freeze the carcass and consult with CDFW to determine if submittal of the carcass to a laboratory is warranted.

7.10. Covered Species Observations and Notification. All workers shall inform the Designated Biologist if the Covered Species is seen within or near the Project Area during implementation of any Covered Activity. All work in the vicinity of the Covered Species, which could harm the animal, shall cease until the Covered Species moves from the Project Area of its own accord or the Designated Biologist moves the Covered Species out of harm's way outside of the Project Area and in compliance with the approved Covered Species Mortality Reduction and Relocation Plans required in Conditions of Approval 6.11 and 6.12 above.

Permittees shall notify CDFW within 24 hours of discovery of a Covered Species within the Project Area via e-mail to the Regional Representative and Regional Office identified in Condition of Approval 6.4 above. The notification shall include the name of the Covered Species, the name of the individual who discovered the species, a map showing where the Covered Species was found, and photographs if possible.

7.11. Covered Species Burrow Mapping. Permittees shall provide the pre-activity surveys results and burrow map in a written report via email to CDFW's Regional Representative and Regional Office identified in Condition of Approval 6.4 above at least 5 days prior to beginning Covered Activities in the Project Area. The Pre-Activity Survey report shall include, but not be limited to, methodology, date and time of survey, results, discussion, and map of the locations of each potential Covered Species burrow.

Desert Tortoise-Specific Take Minimization Measures to be Implemented During Construction, O&M, and Decommissioning:

- 7.12. Pre-Activity Surveys for Desert Tortoise.** No more than 30 days prior to conducting ground-disturbing activities (including vegetation modification) associated with construction, O&M, or decommissioning, the Designated Biologist(s) shall perform pre-activity surveys for desert tortoise and shall remain onsite daily until the construction period ends or exclusion fencing has been installed to preclude desert tortoises from entering the work area (Conditions of Approval 7.14 and 7.15; as applicable) and subsequent clearance surveys have been completed (Condition of Approval 7.16). Pre-activity surveys should also be conducted within 30 days of ground-disturbing O&M activities (including vegetation modification) unless permanent exclusion fencing surrounds the work area and has been properly maintained in accordance with Conditions of Approval 7.14 and 7.15. These surveys shall cover the access routes (both existing and new), the solar sites, the substation, the collector line corridor, and the gen-tie corridor (as applicable), the proposed construction right-of-way (ROW), and an additional 50-foot buffer zone. The Designated Biologist shall flag all potential desert tortoise burrows within each Work Area to alert biological and work crews to their presence. A report documenting the results of the pre-activity surveys along with the burrow map (required by Condition of Approval 7.11 above) shall be submitted to CDFW within 30 days after performing them.
- 7.13. Desert Tortoise Burrow Avoidance.** The Designated Biologist shall establish a no-disturbance buffer of 50 feet or greater around suspected or known to be occupied desert tortoise burrows in the Work Area within the Project Area. If the 50-foot no-disturbance buffer cannot be established, an approved reduced buffer shall be imposed according to the CDFW approved Desert Tortoise Mortality Reduction and Relocation Plan (Condition of Approval 6.11). If an approved buffer reduction cannot be established, temporary exclusion fencing installation, live trapping, relocation, and burrow excavation shall occur in accordance with the Desert Tortoise Mortality Reduction and Relocation Plan.
- 7.14. Desert Tortoise Temporary Exclusion Fencing.** Permittees shall install temporary desert tortoise-proof exclusion fencing (Temporary Exclusion Fencing) around the perimeter of the Project Area immediately following surveys to flag all potential burrows in accordance with Condition of Approval 7.11 above and immediately prior to commencing burrow excavation in accordance with Condition of Approval 7.16 below. Temporary Exclusion Fencing may also be installed around segments of Work Areas within the Project Area and may be installed and removed in a sequential manner along the gen-tie corridor to minimize fragmentation of habitat. Permittees shall submit an Exclusion Fencing Plan to CDFW for review and written approval. The Exclusion Fencing Plan shall include, but not be limited to, the fencing materials, design, installation methods, installation locations, removal locations, and post-construction augmentation plans for permeability prior to installing fencing. Temporary Exclusion Fencing may be designed and installed in conjunction with the design

and installation of permanent Project security fencing. The Exclusion Fencing Plan should also address, if applicable, the varying fence materials, design, etc. that will be used in different work areas (gen-tie line work or O&M work) and for different Project work activities. Prior to the installation of the Temporary Exclusion Fencing, shrubs shall be removed by cutting/clipping them at the base under the supervision of Designated Biologist with the use of hand tools to encourage Covered Species to move out of the area. Temporary Exclusion Fencing shall be removed or modified (e.g., knuckled under and with gaps specified for permanent fencing, below) immediately upon completion of all construction Covered Activities within the fenced area to minimize habitat fragmentation and diminished connectivity caused by fencing. All permanent fencing around the solar panel “blocks” and the Project Area as a whole (excluding the O&M building(s) and substation(s)), shall be lifted or knuckled under to allow a gap from the ground to the bottom of the fence of at least 5 inches to allow for desert tortoise permeability through and use of the Project Area site (except the areas excluded, above) once initial construction activities are completed. The Exclusion Fencing Plan shall be submitted via e-mail at least 14 days before starting Covered Activities to the Regional Representative and Regional Office identified in Condition of Approval 6.4 above.

- 7.15. Desert Tortoise Temporary Exclusion Fencing Installation, Augmentation, and Removal.** The Designated Biologist shall accompany the exclusion fence installation, repair, augmentation, and removal (if applicable) crews to ensure that Covered Species are not killed or injured during these activities. The Designated Biologist shall ensure all burrow entrances are avoided (i.e., not covered) by fencing material during fence installation. The Designated Biologist shall ensure the Temporary Exclusion Fencing is sufficiently supported to maintain its integrity under all conditions such as wind and heavy rain for the duration of the Covered Activities in the Project Area. The Designated Biologist or Designated Monitor shall check the Temporary Exclusion Fence daily for fence-walking or pacing tortoise’s and shall maintain/repair the fence when necessary. Temporary Exclusion Fencing shall be removed or augmented to allow permeability, as approved in the Exclusion Fencing Plan (Condition of Approval 7.13) immediately upon completion of Covered Activities within a fenced area to minimize habitat fragmentation caused by fencing.
- 7.16. Desert Tortoise Clearance Surveys.** After the installation of the Temporary Exclusion Fencing (Conditions of Approval 7.13 and 7.14) and prior to any ground disturbance within the fenced areas, the Designated Biologist shall examine the area within the fence for desert tortoises and desert tortoise burrows. The survey shall provide 100 percent coverage of the area within the exclusion fence and the area immediately outside of the exclusion fence. The use of specialized equipment (e.g., fiber optics) may be necessary to thoroughly inspect all burrows. The Designated Biologist, using the methods described in the United State Fish and Wildlife Service’s *Desert Tortoise Field Manual* (ATTACHMENT 3) shall capture, collect measurement and identification data, permanently mark, and relocate any

desert tortoises found within the fenced area in accordance with Desert Tortoise Mortality Reduction and Relocation Plan (Condition of Approval 6.11).

- 7.17. Desert Tortoise Burrow Excavation.** All potential desert tortoise burrows identified during pre-activity surveys (Condition of Approval 7.11) and clearance surveys (Condition of Approval 7.15) located within Temporary Exclusion Fencing or which cannot be avoided in work areas without Temporary Exclusion Fence, shall be fully excavated by hand under the direct supervision of the Designated Biologist in accordance with the Desert Tortoise Mortality Reduction and Relocation Plan (Condition of Approval 6.11).
- 7.18. Desert Tortoise Relocation.** The Designated Biologist shall relocate any desert tortoise found within the Project Area that cannot be avoided. Relocation methods shall be in accordance with the Desert Tortoise Mortality Reduction and Relocation Plan (Condition of Approval 6.11). If a desert tortoise is found above ground, it shall be released above ground in the shade. Any desert tortoise removed from a burrow shall be relocated to an unoccupied burrow of similar size. If no such burrows are available for relocating, an artificial burrow shall be constructed that is approximately the same size, depth, and orientation as the original burrow. Protocols found in the *Desert Tortoise Field Manual* (ATTACHMENT 3) shall be followed for the construction of artificial burrows. The location of all tortoise burrows, tortoises, and relocation sites shall be recorded using Global Positioning System (GPS) technology. All potential or known desert tortoise burrows present within the permanent exclusion fence will be collapsed after establishing that they are not currently occupied by desert tortoise, to prevent re-occupancy. Burrows within the gen-tie corridor or access routes shall be left intact if ground-disturbing activities can avoid the burrows.
- 7.19. Desert Tortoise Handling Procedures.** The Designated Biologist shall follow handling procedures described in the *Guidelines for Handling Desert Tortoises – Mojave Population and their Eggs*, contained in the *Desert Tortoise Field Manual* (see ATTACHMENT 3).
- 7.20. Relocated Desert Tortoise Monitoring.** The Designated Biologist shall monitor desert tortoise's that are relocated just outside of the Temporary Exclusion Fencing, three (3) times daily for two (2) weeks, along the entire length of the fence to prevent mortality due to exhaustion from "fence walking" or pacing. If temperatures are anticipated to reach 109 degrees Fahrenheit or greater, the Designated Biologist shall survey the entire length of all exclusion fence one hour before reaching said temperature to prevent mortality due to overexposure. If the Designated Biologist encounters desert tortoise fence-walking during temperatures of 109 degrees Fahrenheit or greater, the Designated Biologist shall move the desert tortoise to an alternate location in accordance with Desert Tortoise Mortality Reduction and Relocation Plan (Condition of Approval 6.11).

7.21. Desert Tortoise Handling Records. The Designated Biologist shall maintain a record of all desert tortoises handled and include the record in Quarterly and Annual Reports (Conditions of Approval 6.4 and 6.5). This information shall include for each tortoise: (1) the locations (narrative and maps) and dates of observation; (2) general condition and health, including injuries, state of healing and whether desert tortoise voided their bladders; (3) location moved from and location moved to (using GPS technology); (4) diagnostic markings (i.e., identification numbers or marked lateral scutes); (5) ambient temperature when handled and released; and (6) digital photograph of each handled desert tortoise as described below. Desert tortoise moved from within the Project Area shall be marked for future identification. An identification number using the acrylic paint/epoxy covering technique shall be placed on the fourth left costal scute as described in the *Guidelines for Handling Desert Tortoises – Mojave Population and their Eggs* contained in the *Desert Tortoise Field Manual* (ATTACHMENT 3). Digital photographs of the carapace, plastron and fourth costal scute shall be taken. Notching of scutes shall not occur.

Mohave Ground Squirrel-Specific Take Minimization Measures to be Implemented During Construction, O&M, and Decommissioning:

7.22. Pre-Activity Surveys for MGS. No more than 30 days prior to conducting ground-disturbing activities (including vegetation modification) associated with construction, O&M, or decommissioning, the Designated Biologist(s) shall perform pre-activity surveys for MGS in each work area. These surveys shall cover the existing access routes, new access routes, the proposed construction right-of-way (ROW), the solar sites, the gen-tie corridor, and collector line corridor, and an additional 50-foot buffer zone. All known or suspected MGS burrows within each work area shall be flagged to alert biological and work crews to their presence. A report documenting the results of the pre-activity surveys and the burrow map (Condition of Approval 7.11) shall be submitted to CDFW within 30 days after performing them. Suspected MGS burrows are any burrow of sufficient size to allow an adult or juvenile MGS to enter.

7.23. MGS Burrow Avoidance. During all ground-disturbing activities (including vegetation modification) associated with construction, O&M, or decommissioning, any burrows present within the work area(s) that are suspected or known to be occupied by MGS and that cannot be avoided by a 50-foot avoidance buffer, shall be live trapped by the Designated Biologist in accordance with a CDFW-approved Mohave Ground Squirrel Mortality Reduction and Relocation Plan (Condition of Approval 6.12). The Designated Biologist shall relocate any captured MGS to the CDFW-approved receiver site in accordance with the CDFW approved Mohave Ground Squirrel Mortality Reduction and Relocation Plan.

7.24. Mohave Ground Squirrel Live Trapping, Burrow Excavation, and Relocation. Burrows suspected or known to be occupied by Mohave ground squirrel that cannot be avoided

shall be live trapped, fully excavated by hand, or both. After the installation of the Temporary Exclusion Fencing for desert tortoise (Conditions of Approval 7.13 and 7.14) and prior to any ground disturbance within the fenced areas, the Designated Biologist shall proceed with live trapping and/or burrow excavation in accordance with the Mohave Ground Squirrel Mortality Reduction and Relocation Plan (Condition of Approval 6.12). The Designated Biologist shall fully excavate by hand any potential Mohave ground squirrel burrows present within the fenced area within the Project Area. Any Mohave ground squirrels encountered during burrow excavation shall be relocated to the approved release site identified in the Mohave Ground Squirrel Mortality Reduction and Relocation Plan by the Designated Biologist. Any dormant, lactating female, or dependent juvenile Mohave ground squirrels encountered shall be collected by the Designated Biologist and relocated to an artificial burrow installed at the approved release site.

- 7.25. Mohave Ground Squirrel Handling Records.** The Designated Biologist shall maintain a record of all MGS handled and include the record in Quarterly and Annual Reports (Conditions of Approval 6.4 and 6.5). This information shall include for each Mohave ground squirrel individual: (1) the location (narrative and maps) and date of observation; (2) general condition and health, including injuries and state of healing; (3) location moved from and location moved to (using GPS technology); (4) diagnostic markings where applicable; (5) ambient temperature when handled and released; and (6) digital photograph of each Mohave ground squirrel handled.

8. Habitat Management Land Acquisition:

Compensatory mitigation for Project impacts will occur on a portion of what is commonly known as Onyx Ranch. Onyx Ranch encompasses 215,000 acres of BLM-administered lands in the Mojave Desert and adjacent mountainous areas in eastern Kern County (FIGURE 8). This land is comprised of eight pastures of a former grazing lease within the BLM's Rudnick Common Allotment #05008 and lease authorization #0403872. Permittees purchased the grazing lease to permanently retire grazing on the entire 215,000 acres. Within these 215,000 acres, 82,275 acres are protected by federal Wilderness and California Desert National Conservation Lands System designations. In addition to serving as Project-level mitigation for this Project, the 82,275-acre Conservation Area is intended serve as project-level mitigation to count toward fulfillment of compensatory mitigation obligations required for one previous solar development project (Eland), the current Project, and two other forthcoming solar development projects: Kudu and Aratina.

- 8.1.** Permittees' compensatory mitigation obligation for this ITP shall be satisfied through:
- (1) the previously purchased and retired grazing lease and the concurrent allocation of the forage to wildlife use pursuant to BLM's Instruction Memorandum No. 2008-204;
 - (2) execution and implementation of a long-term co-management agreement (or comparable agreement) between BLM and CDFW that will identify and describe specific long-term management actions for the benefit of the Covered Species including, but not

limited to, prohibition of trespass by Off Highway Vehicles (OHVs), vertical mulching, vehicle barriers, and species surveys; and (3) funding for a portion of the enhancement, monitoring, and long-term management of 3,542 acres of the Onyx Ranch 82,275-acre Conservation Area, as detailed in Section 8.2 below. CDFW has determined that acreage at Onyx Ranch in its current state and through the enhancement of the functional quality of the habitat as a result of the retirement of grazing and the funding and implementation of certain long-term management actions is sufficient to fully mitigate impacts of this Project.

Furthermore, CDFW has determined that the habitat protections afforded to the 82,275 acres protected by the federal Wilderness and California Desert National Conservation Lands System designations are sufficient such that the habitat values of these lands will not be compromised by incidental incompatible use. Therefore, for the purposes of this ITP alone, no HM lands replacement cost will be factored into the Cost Estimates in Condition of Approval 8.1 below. If the co-management agreement with BLM is not executed within 18 months of issuance of this ITP, CDFW will require supplementary mitigation for any other forthcoming solar development projects (Kudu and Aratina), and that supplementary mitigation may include, but is not limited to, the acquisition of additional HM lands.

8.2. Cost Estimates. CDFW has estimated the cost of protection and perpetual management of the HM lands required to fully mitigate the Project as follows. The estimated costs below will fund installation and maintenance of 3 miles of fencing, vertical mulching, installation of vehicle barriers, and species and vegetation monitoring for 13,164 acres in some portion of the 82,275-acre Conservation Area, located within the 215,000-acre Onyx Ranch as contemplated in Draft BLM Environmental Assessment (EA) DOI-BLM-CA-D05000-2015-039, subject to BLM approval. In the event this particular set of enhancement actions are not approved by BLM or not otherwise feasible, a new set of enhancement actions that accomplish comparable wildlife benefits shall be implemented in accordance with Condition of Approval 8.4 below:

- 8.2.1. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 8.3.1 below, estimated at **\$193,726.19**;
- 8.2.2. Interim management period funding as described in Condition of Approval 8.3.1 below, estimated at **\$310,310.00**;
- 8.2.3. Long-term management funding as described in Condition of Approval 8.3.1 below, estimated at \$429.04/acre for 13,164.75 acres: **\$5,648,200.34**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management;

8.2.4. 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 **\$12,000.00**;

8.3. Onyx Ranch Habitat Enhancement and Monitoring. To provide for the enhancement, monitoring, and perpetual management of the 215,000-acre Onyx Ranch, by no later than January 31, 2023, Permittees shall submit to CDFW for review and written approval an Enhancement and Monitoring Plan. The enhancement, monitoring, and management actions detailed in the Enhancement and Monitoring Plan shall be determined in consultation with CDFW and BLM. The Permittees shall provide for the enhancement actions as described in the CDFW approved Enhancement and Monitoring Plan and shall provide for implementation of start-up activities, interim monitoring, and management activities, and long-term monitoring and management activities. The CDFW approved Enhancement and Monitoring Plan shall be used for fulfillment of compensatory mitigation obligations and management actions required for one previous project (Eland), the current Project, and two other forthcoming solar development projects (Kudu and Aratina) and the enhancement, monitoring, and management actions shall be funded such that the actions will be implemented in accordance with the Plan on the entirety of the 215,000-acre Onyx Ranch. At the time of ITP issuance for each of the forthcoming additional solar projects, CDFW will determine what specific actions outlined in the Enhancement and Monitoring Plan shall be funded for each of the forthcoming solar projects to satisfy the enhancement mitigation requirements.

8.3.1. Endowment Fund. The Permittees shall ensure that the HM lands are perpetually managed, maintained, and monitored in accordance with the Enhancement and Monitoring Plan approved by CDFW. The Permittees shall provide start-up, interim, and long-term management funding for the perpetual management of a 13,164.75-acre portion of the 215,000-acre Onyx Ranch lands (e.g., some portion of the 82,275-acre Conservation Area Enhancement Actions) 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 a portion of the 215,000-acre Onyx Ranch consistent with the Enhancement and Monitoring Plan required by Condition of Approval 8.3. 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.

8.3.2. 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. Permittees 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 Permittees' written proposal, CDFW shall inform Permittees 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 Permittees with a written explanation of the reasons for its determination. If CDFW does not provide Permittees with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(4).

- 8.3.3. Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the Enhancement and Monitoring Plan and Endowment Manager, Permittees shall prepare a Property Analysis Record (PAR) or PAR-equivalent analysis (hereinafter "PAR") to calculate the amount of funding necessary to ensure the start-up, interim, and long-term management on a portion (e.g., Robbers Roost Enhancement Actions) of the 215,000-acre Onyx Ranch lands (Endowment Deposit Amount). The Permittees shall submit to CDFW for review and approval the results of the PAR before transferring funds to the Endowment Manager.
- 8.3.3.1. Capitalization Rate and Fees. Permittees 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.
- 8.3.3.2. Endowment Buffers/Assumptions. Permittees 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:
- 8.3.3.2.1. 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.
- 8.3.3.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.

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

8.3.4. Transfer Long-term Endowment Funds. Permittees 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. Permittees 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 Security:** The Permittees may proceed with Covered Activities only after the Permittees have ensured funding (Security) to complete any activity required by Condition of Approval 8 that has not been completed before Covered Activities begin. Permittees shall provide Security as follows:

9.1. Security Amount. The Security shall be in the amount of **\$6,164,236.54**. 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. Permittees shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see ATTACHMENT 4) or by way of an approved instrument such as an escrow agreement, 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 Permittees 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 Permittees 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 Co-Management Agreement;
- A final, CDFW approved Enhancement and Monitoring Plan;
- 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 Co-Management Agreement must be executed no later than 18 months from the effective date of this ITP. If the co-management agreement is not completed in this timeframe or prior to ITP issuance for any of the two forthcoming solar development projects (Kudu and Aratina), CDFW may require the Permittees to provide additional HM lands and/or additional funding for these forthcoming solar development projects if they propose to mitigate using Onyx Ranch. This additional funding could be necessary to ensure the impacts of the taking from those projects are minimized and fully mitigated, as required by law.

IX. 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 Permittees 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.

X. Stop-Work Order:

If CDFW determines the Permittees has violated any term or condition of this ITP or has engaged in unlawful take, CDFW may issue Permittees a written stop-work order instructing the Permittees to suspend any Covered Activity for an initial period of up to 30 days or risk suspension or revocation of this ITP. CDFW can issue a stop-work order 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, regardless of whether that species is a Covered Species under this ITP. Permittees shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittees, CDFW may extend any stop-work order issued to Permittees for a period not to exceed 30 additional days.

If Permittees fails to remedy the violation or to comply with a stop-work order, CDFW may proceed with suspension and revocation of this ITP. 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 Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

XI. Compliance with Other Laws:

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

XII. Notices:

The Permittees shall sign and return this ITP to CDFW. A manual or digital signature is acceptable, provided a digital signature complies with Government Code section 16.5. Digital signatures facilitated by CDFW will be automatically returned. Manual (wet) signatures on duplicate original paper copies shall be returned by the Permittees via registered first-class mail or overnight delivery to the following address:

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

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittees. Notices, reports, and other communications shall reference the Project name, Permittees, and ITP Number (2081-2020-001-04) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Julie A. Vance, Regional Manager
California Department of Fish and Wildlife
1234 East Shaw Avenue
Fresno, California 93710
Telephone (559) 243-4005
R4CESA@wildlife.ca.gov

and a copy to:

Habitat Conservation Planning Branch
California Department of Fish and Wildlife

Incidental Take Permit
No. 2081-2021-037-04
50LW 8ME LLC, 26SB 8ME LLC, 51LV 8ME LLC, AND 59TC 8ME LLC
BELLEFIELD SOLAR PROJECT

Attention: CESA Permitting Program
Post Office Box 944209
Sacramento, CA 94244-2090
CESA@wildlife.ca.gov

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

Carrie Swanberg
California Department of Fish and Wildlife
1234 East Shaw Avenue
Fresno, California 93710
Telephone (559) 243-4005
Carrie.Swanberg@wildlife.ca.gov

XIII. 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, Kern County Planning and Natural Resources Department. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Bellefield Solar Project Environmental Impact Report (EIR), (SCH No. 2021010168) dated September 2021 that the Kern County Planning and Natural Resources Department certified on December 14, 2021. At the time the lead agency certified the EIR and approved the Project it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

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

XIV. 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).)

Incidental Take Permit
No. 2081-2021-037-04
50LW 8ME LLC, 26SB 8ME LLC, 51LV 8ME LLC, AND 59TC 8ME LLC
BELLEFIELD SOLAR PROJECT

CDFW finds based on substantial evidence in the ITP application, Bellefield Solar Project EIR, consultations, 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 retirement of grazing on a 215,000-acre portion of Onyx Ranch, of which 82.275 acres is within a Conservation Area protected by Federal Wilderness and California Desert National Conservation Lands System designations; (2) funding for the installation and maintenance of 3 miles of fencing and a perpetual endowment to fund vertical mulching, installation of vehicle barriers, and species and vegetation monitoring on 13,164 acres of Onyx Ranch; 3) establishment of avoidance zones; (4) worker education; and (5) Quarterly and Annual 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 permanent retirement of grazing on the 215,000-acre Onyx Ranch coupled with implementation of management actions to achieve additional ecological lift for the Covered Species, 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) Permittees has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of

the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW’s finding is based, in part, on CDFW’s express authority to amend the terms and conditions of this ITP without concurrence of the Permittees as necessary to avoid jeopardy and as required by law.

XV. Attachments:

- FIGURE 1 Project Vicinity Map
- FIGURE 2 Project Area Topo Map
- FIGURE 3 Project Area Aerial Map
- FIGURE 4 Solar Array Area APN’s
- FIGURE 5 Gen-Tie Line Area APN’s
- FIGURE 6 Solar Array Area Map Book
- FIGURE 7 Gen-Tie Line Area Map Book
- FIGURE 8 Onyx Ranch Map
- ATTACHMENT 1 Mitigation Monitoring and Reporting Program
- ATTACHMENT 2 Biologist Resume Form
- ATTACHMENT 3 Desert Tortoise (Mojave Population) Field Manual
- ATTACHMENT 4 Letter of Credit Form
- ATTACHMENT 5 Mitigation Payment Transmittal Form

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ON 8/18/2022

Julie Vance

Julie A. Vance, Regional Manager
Central Region

ACKNOWLEDGMENT

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

DocuSigned by:
Thomas Buttgenbach
By: 45638ED963BE4D9... Date: 8/24/2022

Printed Name: Thomas Buttgenbach Title: President

Incidental Take Permit
No. 2081-2021-037-04
50LW 8ME LLC, 26SB 8ME LLC, 51LV 8ME LLC, AND 59TC 8ME LLC
BELLEFIELD SOLAR PROJECT

Certificate Of Completion

Envelope Id: 7280D15B8D5A450FBAE1F388B58D335C	Status: Completed
Subject: Please DocuSign: 2081-2021-037-04 - Bellefield Solar ITP	
Use Case ID: 2021-037-04	
Source Envelope:	
Document Pages: 35	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Veronica Salazar
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1700 9th Street
	12th Floor
	Sacramento, CA 95811
	Veronica.Salazar@wildlife.ca.gov
	IP Address: 134.186.51.126

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Thomas Buttgenbach
tom@8minute.com
President
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Signature

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Carrie Swanberg
Carrie.Swanberg@wildlife.ca.gov
California Department of Fish and Wildlife
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Annee Ferranti
Annee.Ferranti@wildlife.ca.gov
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	8/24/2022 2:12:03 PM
Completed	Security Checked	8/24/2022 2:12:05 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact California Department of Fish and Wildlife:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: privacy@wildlife.ca.gov

To advise California Department of Fish and Wildlife of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at privacy@wildlife.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from California Department of Fish and Wildlife

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to privacy@wildlife.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with California Department of Fish and Wildlife

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to privacy@wildlife.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify California Department of Fish and Wildlife as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by California Department of Fish and Wildlife during the course of your relationship with California Department of Fish and Wildlife.