

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

CENTRAL REGION
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA, 93710



AMENDMENT NO. 6
(A Major Amendment)
California Endangered Species Act
Incidental Take Permit No. 2081-2014-060-04
Maricopa Sun, LLC
Northern Orchard Solar PV, LLC
Maricopa Sun Solar Complex in Kern County

INTRODUCTION

On December 15, 2014, the California Department of Fish and Wildlife (CDFW) issued Incidental Take Permit No. 2081-2014-060-04 (ITP) to Maricopa Sun, LLC (Permittee), authorizing take of San Joaquin kit fox (*Vulpes macrotis mutica*), San Joaquin antelope squirrel (*Ammospermophilus nelsoni*), and Tipton kangaroo rat (*Dipodomys nitratooides nitratooides*) (collectively, Covered Species) associated with and incidental to the Maricopa Sun Solar Complex in Kern County, California (Project). The Project as described in the ITP as originally issued by CDFW includes 3,856.1 total acres, identified as Solar Sites and Movement Corridors (3,798.2 acres) and Easements (57.9 acres), for the development of a solar photovoltaic (PV) energy facility.

On February 19, 2015, CDFW issued Minor Amendment No. 1 (Amendment No. 1), which added Maricopa West Solar PV, LLC as a co-permittee (Co-Permittee Maricopa West Solar PV, LLC) on the ITP with respect to the portion of the Project Area described in Attachment 1 and depicted in Attachment 2 of Amendment No. 1.

On February 19, 2015, CDFW issued Minor Amendment No. 2 (Amendment No. 2), which added Maricopa East Solar PV, LLC as a co-permittee (Co-Permittee Maricopa East Solar PV, LLC) on the ITP with respect to the portion of the Project Area described in Attachment 1 and depicted in Attachment 2 of Amendment No. 2.

On March 5, 2015, CDFW issued Minor Amendment No. 3 (Amendment No. 3), which allowed Permittees to implement the required on-site mitigation by recordation of conservation easements only on Solar Site acreage being proposed for individual solar development, prior to starting each individual solar development and eliminated the option for putting up a Performance Security to be consistent with federal take authorization for the Project and because the ITP requires recordation of off-site conservation easements in advance of each Project phase and on-site conservation easements in advance of each individual solar development.

On December 8, 2016, CDFW issued Minor Amendment No. 4 (Amendment No. 4), which changed the order in which off-site mitigation lands would be conserved. Minor Amendment No. 4 was not executed, and in an email dated May 24, 2018, Permittee indicated Amendment No. 4 was no longer desired. The order in which the off-site mitigation lands are to be conserved remains the same.

On May 7, 2018, CDFW issued Major Amendment No. 5 (Amendment No. 5), which allowed 24 acres of land to be removed from the obligation of placing a “springing” conservation easement over the individual development area that will hold the Bitterwater Switching Station and its associated easements because this area will be deeded over to the Pacific Gas and Electric Company.

In issuing the ITP, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 (subsequently rescinded), and Amendment No. 5 (collectively, the ITP, as amended), CDFW found, among other things, that Permittees’ compliance with the Conditions of Approval of the ITP, as amended, would fully mitigate Project impacts of the taking on the Covered Species and that issuance of the ITP, as amended, would not jeopardize the continued existence of the Covered Species.

On January 15, 2022, Permittee requested the ITP be further amended. The amendment requested to add Northern Orchard Solar PV, LLC as a co-permittee (Co-Permittee Northern Orchard Solar PV, LLC), extend the ITP expiration date, add battery energy storage systems within the existing Project area, add the option to use a performance security, and to identify the use of (or, credit of) 24 acres of the 276.8 acres of excess HM lands within the already-recorded conservation easement areas 9-C and 10-C, required for the Bitterwater Switching Station construction mitigation. The Permittee previously recorded conservation easements over 356.8 acres of offsite Habitat Management lands, identified as Conservation Sites 9-C and 10-C in the ITP as amended, meeting the mitigation requirements for the 160 acres of solar development to date, leaving 276.8 acres currently available for Phase 1 development mitigation.

This Major Amendment No. 6 (Amendment No. 6) makes the following changes to the existing ITP:

First, Amendment No. 6 adds Northern Orchard Solar PV, LLC as a co-permittee.

Second, Amendment No. 6 extends the expiration date by five years and three months and modifies all references throughout of the 35-year ITP term to 40 years.

Third, Amendment No. 6 adds battery energy storage systems into the Project Description.

Fourth, Amendment No. 6 clarifies that there will be no coverage under this ITP at the Bitterwater Switching Station following initial construction activities.

Fifth, Amendment No. 6 expands the pre-construction submittals identified in the Project Description to include a table that identifies the development areas and conserved areas for each development site, tracking the use of the current 276.8 acres of excess HM lands.

Sixth, Amendment No. 6 removes the requirement that the 24-acres of HM lands for the Bitterwater Switching Station be preserved prior to its construction, instead, allowing the use of 24 acres of the current 276.8 acres of excess HM lands to mitigate for the 24-acre switching station construction and requiring the conservation of an additional 24 acres of HM lands in the Phase 5 development.

Seventh, Amendment No. 6 clarifies the notification of commencement requirements to include the four pre-construction submittals identified in the Project Description.

Eighth, Amendment No. 7 adds a Performance Security option into the ITP, which had been removed in a previous amendment.

AMENDMENT

The ITP is amended as follows (amended language in ***bold italics***; deleted language in ~~strike through~~):

1. Page 1 of the ITP is amended to add the following contact information for Co-Permittee Northern Orchard Solar PV, LLC immediately below the contact information for Permittee:

Co-Permittee: Northern Orchard Solar PV, LLC

Principal Officer: Patrick McCoyd, (312) 206-9599
patrick.mccoyd@rwe.com

Contact Person: Patrick McCarthy, (716) 560-9443
patrick.mccarthy@rwe.com

Mailing Address: 353 North Clark Street, 30th Floor
Chicago, Illinois 60654

2. The Effective Date and Expiration Date on page 1 of the ITP, shall be amended to read:

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MARICOPA SUN, LLC
Maricopa Sun Solar Complex

This ITP shall be executed in duplicate original form and shall become effective once a duplicate original is acknowledged by signature of Permittee on the last page of this ITP and returned to CDFW's Habitat Conservation and Planning Branch at the address listed in the Notices section of this ITP. Each individual solar developer that subsequently leases or purchases a portion of the Project site for development will become a Co-Permittee by means of an amendment to this ITP. Unless renewed by CDFW, this ITP's authorization to take the Covered Species shall expire on ~~October 30, 2049~~ **January 31, 2055**.

3. The Project Description on page 2 of the ITP as amended, shall be amended to read:

The project described in the Maricopa Sun Solar Complex Environmental Impact Report (EIR), certified by Kern County on March 29, 2011, consisted of 8,255 acres for the development of a 960megawatt (MW) solar photovoltaic (PV) energy facility; 6,046 acres for immediate development of a 700-MW facility and 2,209 acres for future development of a 260-MW facility. The Project covered in this ITP is smaller than what was described in the EIR; the Project in this ITP is limited to the 3,856.1 acres identified as Solar Sites and Movement Corridors (3,798.2 acres), and Easements (81.9 acres) (Figure 2). The Project consists of formerly cultivated lands that have been routinely disked for the past several years. The Project periods include pre-construction, construction, operation and maintenance (O&M), and decommissioning of the solar panel arrays, each of which periods includes activities relating to gathering power lines, switchyards, a substation (Bitterwater Switching Station), access roads, O&M buildings, temporary staging/storage areas and concrete batch plants, **battery energy storage systems**, and generation tieline to convey electricity to an existing Pacific Gas and Electric transmission line. Permittee initially owned all of the 3,856.1acre Project and is in the process of selling or leasing portions to individual project developers. The Solar Sites of the Project will be developed for up to 15 years as individual solar developers either purchase or lease Project lands and become Co-Permittees on this ITP, through the ITP amendment process, and become jointly and severally liable with Permittee for satisfaction of the ITP terms and conditions with regard to the portion of the overall Project Area they lease or purchase and then develop. Impacts on the 33.8 acres of Movement Corridors will be limited to vehicle and equipment movement, fencing installation activities, and habitat enhancement activities as described below. Impacts on the 81.9 acres of Easements will be limited to vehicle and equipment movement, except for the 24 acres that will be developed for the Bitterwater Switching Station. Up to twenty-four (24) acres of Easements will be provided to PG&E for the operation and maintenance of the Bitterwater Switching Station and associated electrical network upgrades. Permittee will develop the Bitterwater Switching Station then PG&E will

be responsible for the operation and maintenance which, ***at such time take coverage under this ITP will no longer apply to the Bitterwater Switching Station Footprint.*** The 81.9 acres identified as Easements will not be subject to decommissioning or springing conservation easement requirements included in this ITP. The entirety of the 3,798.2-acre Solar Sites will be impacted by the following activities for up to the ~~35~~ **40**-year life of the Project.

4. The Project Description on page 2 of the ITP is amended to add the following after the first full paragraph:

Co-Permittee Northern Orchard Solar PV, LLC has leased and/or purchased and will develop the portion of the Project described in Attachment 1 and depicted in Attachment 2. Pursuant to Condition of Approval 5.1 in this ITP, Permittee and Co-Permittee shall be jointly and severally liable for the performance of all terms, conditions, and obligations of this ITP with respect to Co-Permittee's portion of the Project. While Co-Permittee Northern Orchard Solar PV, LLC is liable only for the performance of all terms, conditions, and obligations of this ITP with respect to its portion of the Project, Permittee remains liable for the performance of all terms, conditions, and obligations of this ITP with respect to the entire Project. Throughout the ITP, with respect to Co-Permittee Northern Orchard Solar PV, LLC's portion of the Project, all references to "Permittee" shall be construed to refer to both Permittee and Co-Permittee Northern Orchard Solar PV, LLC.

5. Construction Activities of the Project Description listed, as continued, on page 4 of the ITP as amended, shall be amended to read:

- Installation of septic systems and leach fields not to exceed 300 feet in length at each solar development site;
- Installation of a maximum of two meteorological monitoring stations per solar development site on concrete pads not to exceed 400 square feet each;
- Installation of solar modules, tracker systems, and support mounts;
- Installation of inverters on concrete pads;
- Trenching for and installation of electrical conduits and wires;
- Construction of overhead transmission lines, which may include the use of trucks, cranes, drills, other heavy line equipment, and helicopters within the Project;
- Construction of switchyards;

- Construction of a single substation (Bitterwater Switching Station, see Figure 3), including microwave tower, storm water retention pond, lighting and security cameras, breakers and other electrical structures for a maximum disturbance of seven (7) acres and associated network upgrades including overhead transmission lines, poles, auxiliary overhead power lines, security lighting and cameras, access roads and fencing for a maximum disturbance of up to an additional 17 acres; for a total of 24 acres identified as Easement after construction work is completed;
- **Construction of a battery energy storage system (BESS) that includes approximately 300 45-foot by 25-foot BESS enclosures that include batteries, controllers, and DC/AC converters constructed at each development site. The BESS components will be constructed over concrete foundations or may be placed on steel piles. Electrical and communication cables will be placed either above ground or below ground, similar to that used for the PV panel connections. The BESS at each development site will cover approximately 5 acres, either centrally located adjacent to the switchyards or be distributed throughout the development site.**
- Landscaping a 20-foot wide strip with native, drought-tolerant plants along the security fencing along public roadways;
- Enhancement of Movement Corridors through berm creation, den construction, and perching post installation; and
- Treatment of disturbed soils for dust suppression purposes by 1) seeding with native plant species and watered until growth is apparent; or 2) watering twice daily until a crust has formed.

6. The last two paragraphs of the Project Description on page 5 of the ITP as amended, shall be amended to read:

Total build-out will occur in six Project Phases (Phase) over a 15-year period. Each Phase is 640 acres in size, except Phase 6, which is 598.2 acres. Phases are based on size (acreage) and are not confined to a specific footprint within the Project. This means that development for Phase 1 can occur anywhere within the Solar Sites, on up to 640 acres. Phase 2 will start when acre 641 is proposed for development. The development and construction of the Phases will occur sequentially (Phase 1, then Phase 2, and so on), although Phases may be constructed concurrently. Each Phase has a corresponding land mitigation obligation; off-site Conservation Sites and on-site Solar Sites and Movement Corridors, collectively referred to as Habitat Management (HM) lands. Before starting activities in each Phase, Permittee will record or cause to be recorded

conservation easements on the identified HM lands for that Phase. Prior to commencing a particular Phase, Permittee will provide CDFW with **(1)** a map clearly delineating all areas in which development of that Phase will occur, **(2)** the total number of acres to be impacted during that Phase, ~~and **(3)**~~ a map clearly delineating the corresponding HM lands on which conservation easements will be recorded for that Phase, **and (4) an associated table tracking the impacted and conserved acreages.**

To fully mitigate the impacts of the Project, Permittee will permanently preserve off-site HM lands that equal no less than half the size of each Phase for Phases 1-5 (Phase 6 does not have an off-site mitigation requirement as it is fulfilled at Phase 5), plus on-site HM lands that equal the size of each individual development, both according to Table 1. A conservation easement will be recorded on the off-site HM lands for each Phase prior to starting activities in the corresponding Phase. Within each Phase, a conservation easement will be recorded on the on-site HM lands for each individual solar development prior to starting activities in the corresponding individual solar development, but on-site HM lands shall not be managed exclusively for the benefit of the species addressed in this ITP until after the Solar Sites are decommissioned at year ~~35~~ **40** and prior to the end of the term of this ITP. Pertaining specifically to the Bitterwater Switching Station, Permittee will permanently preserve 24 acres of off-site mitigation land, ~~prior to starting construction and as part of Phase 4~~ which will result in a corresponding reduction in acreage of on-site HM lands as the Bitterwater Switching Station will be deeded to PG&E for O&M and converted to Easement with no requirement to decommission or be placed under a springing conservation easement. The total HM land acreage for all six Phases shall not exceed the overall amount of required HM lands (1,918.4 off-site acres and 3,774.2 on-site acres) for the Project. Activities may not proceed for any given Phase until Permittee has permanently preserved, and fully funded the management of, the corresponding HM lands associated with that Phase in accordance with the above description, Tables 1 and 2, and Condition of Approval 8.

7. Condition of Approval 6.1 on Page 14 of the ITP, shall be amended to read:

Notification before Commencement. The Designated Representative shall notify CDFW 14 days before starting Covered Activities in each Phase and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities in each Phase. ***This notice shall include the maps, table, and information identified as items (1), (2), (3), and (4) in the Project Description, submitted for written approval prior to beginning work.***

8. Tables 1 and 2, page 6, shall be amended to read:

Table 1
Phasing Plan for On-Site and Off-Site HM Lands

Phase	Developed	Required Compensation Per Phase		Total Conserved Lands (cumulative)		Remaining Lands to be Conserved	
		On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site
1	616	616	356.8	616	356.8	3,158.2	1,561.6
4	24	0	24	646	380.8	3,134.2	1,537.6
2	640	640	420	1,256	800.8	2,494.2	1,117.6
3	640	640	380	1,896	1,180.8	1,854.2	737.6
4	640	640	380	2,536	1,560.8	1,214.2	357.6
5	640	640	357.6	3,176	1,918.4	554.2	0
5	0	0	24	3,176	1,918.4	-	0
6	598.2	598.2	0	3,774.2*	0	0	0

Note: Total off-site HM lands = 1,918.4 acres; Total on-site HM lands = 3,774.2 acres*; Total HM lands = 5,692.6 acres

* On-site HM lands consist of the 3,856.1 Permit Area minus the 81.9 acres of existing public Easements and the Bitterwater Switching Station Easement once it is deeded to PG&E after construction

Permittee will protect off-site HM lands in the following order and as mapped in Figure 2:

Table 2
Off-Site HM Lands Required Per Phase

Property	Acreage	Phase
9-C	180.6	1
10-C	176.2	1
10-C addition	24.0	4
1-C	656.6	2 (420 ac), 3 (236.6 ac)
17-C	647.7	3 (143.4 ac), 4 (380 ac), 5 (124.3 ac)
3-C	80.4	5
3-C2	152.9	5
10-C addition	24.0	5
Total	1,918.4	

Note: 10-C addition shall be completed prior to starting work associated with the Bitterwater Switching Station

9. Condition of Approval 5.1 on page 10 of the ITP as amended, shall be amended to read:

Joint and Several Liability. All terms and conditions of this ITP, including those set forth in the attached MMRP, shall be binding upon Permittee and upon each Co-

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Permittee that constructs and/or operates a portion of the Project. Notwithstanding California Civil Code section 1431 or any other provision of law, for each of the six Phases of the Project, Permittee, and the Co-Permittee constructing and/or operating a particular portion of the Project shall be 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, with respect to that particular portion of the Project Area. Any failure by Permittee, or the Co-Permittee for a particular portion of the Project to comply with any term, condition, or obligation set forth in this ITP relating to that portion of the Project shall be deemed a failure to comply by both Permittee and the Co-Permittee

10. Condition of Approval 8 on page 24 of the ITP as amended, shall be amended to read:

Phasing of Mitigation

For each of the six Phases of the Project, prior to initiating ground- or vegetation-disturbing activities or other Covered Activities for that Phase, Permittee shall **either: (1)** permanently preserve (e.g., transfer title or record conservation easements), as described in Tables 1 and 2 and Condition of Approval 8.2, at least 320 acres of off-site HM lands and on-site HM lands that correspond to the acreage of each individual solar development and deposit with a qualified endowment holder sufficient endowment funds to immediately manage the off-site HM lands and supplemental endowment funds to manage the on-site HM lands starting after decommissioning, but before expiration of this ITP, with the required endowment amount determined by a Property Analysis Record (PAR) or PAR-equivalent analysis prepared by Permittee and approved by CDFW for that mitigation Phase and each individual solar development, as specified in Condition of Approval 8.1-; **or (2) provide CDFW with Performance Security in the form of an irrevocable letter of credit or another form of security approved in advance in writing by CDFW's Office of General Counsel (as identified in Conditions of Approval 8.1 and 9) to offset impacts for that particular Phase.** At no time may the cumulative acreage disturbed by the Project, or any given Phase of the Project, exceed what has already been proportionally mitigated for **or secured** in advance as described above.

If the Performance Security option is used, Permittee shall complete the permanent protection and funding for perpetual management of HM lands within 24 months of the effective date of CDFW receiving the Performance Security for Phase 1 and every other Phase shall proceed in this manner.

11. Condition of Approval 8.1.4, pages 25 and 26, shall be amended to read:

Long-term management funding as described in Condition of Approval 8.3, estimated at \$455.42/acre for 5,692.6 acres: \$2,592,503.06. This amount includes \$823,487.75 for pre-funding the Supplemental account that will be used for the management and monitoring of on-site HM lands after the ~~35~~ **40**-year interim management period has ended. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management

12. Condition of Approval 8.2.6, page 27 of the ITP as amended, shall be amended to read:

Interim Management (Initial and Capital). Provide for the interim management of the HM lands. Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plans and conservation easements approved by CDFW. The interim management period shall be ~~35~~ **40** years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected annual management following start-up activities. Interim management period activities described in the final management plans shall include initial fence installation, enhancement activities, fence repair, continuing trash removal, site monitoring, vegetation and invasive species management, species surveys, and potentially grazing management, depending on site conditions. Permittee shall either: (1) provide a security to CDFW for a minimum of three years of capital improvements and interim management per Phase for the duration of the ~~35~~ **40**-year Interim Habitat Management Plan (IHMP) that the landowner, Permittee, or land manager agrees to manage and pay for at their own expense. If security is provided for a continuous three-year period over the ~~35~~ **40**-year life of the IHMP, the security amount shall be adjusted annually to account for inflation and changes in management activities; (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance; or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager

13. Condition of Approval 8.3, page 28 of the ITP as amended, shall be amended to read:

Endowment Fund. Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP and the final management plans and conservation easements approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide

long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with the management plans required by Condition of Approval 8.2.6. The Endowment will be set up initially for the benefit of the off-site HM lands on a per Phase basis. Supplemental funding for on-site HM lands on an individual solar development basis will be provided in a separate account, which will grow to provide the necessary endowment for the on-site HM lands at year ~~35~~ **40**. At year ~~35~~ **40**, the Supplemental funding will be added to the Endowment. 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.

14. Condition of Approval 8.3.2, page 29 of the ITP as amended, shall be amended to read:

Calculate the Endowment/Supplemental Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plans, and Endowment Manager for each Phase, Permittee shall prepare for each Phase a PAR or PAR-like equivalent analysis to calculate the amount of funding necessary to ensure the long-term management for each Phase of the off-site HM lands (Endowment Deposit Amount). Permittee shall submit to CDFW for review and approval the results of each PAR before transferring funds for each Phase to the Endowment Manager. The cost estimates in the PAR are based on evaluations at the time the analysis is completed. To consider the interim lapse between Phases and the subsequent deposit of the endowment funds, the endowment costs for each Phase shall be adjusted annually based on the most recent Gross Domestic Product (GDP) Deflator as published by the United States Bureau of Economic Analysis. All calculations used to derive the newly adjusted endowment amount shall be submitted to CDFW Regional Representative no more than 30 days prior to deposit into the Endowment Fund. Similarly, a PAR and annual adjustments shall be made to calculate the Supplemental funds to be deposited as on-site HM lands are recorded that will provide long-term management for each individual solar development at the end of the ~~35~~ **40**-year term of this ITP.

15. Condition of Approval 8.3.3, page 30 of the ITP as amended, shall be amended to read:

Transfer Long-term Endowment Funds. Permittee shall transfer the long-term Endowment Funds for each Phase to the Endowment Manager upon CDFW

approval of the Endowment Deposit Amount identified above. The Supplemental funds for the on-site HM lands shall be kept in a separate account not to be drawn upon for the first 35 ~~35~~ **40** years. At year 35 ~~35~~ **40**, the Supplemental funds shall be added to the Endowment Fund account. 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. If Permittee elects to deposit endowment funds in phases, the Endowment Fund Manager shall place all deposits into a single 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.

16. Condition of Approval 9, pages 31 through 33, previously deleted in its entirety, shall be reinstated as follows:

Performance Security

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

Table 3. Security Amounts Required in 2014 Dollars

<i>Land Type (Funding Source)</i>	<i>Phase</i>	<i>Maximum Disturbance Acreage</i>	<i>Minimum HM Lands Preservation Acreage</i>	<i>Minimum Security Funding</i>	<i>Total Security Per Phase</i>
<i>Conservation Site (Endowment)</i>	<i>1</i>	<i>0</i>	<i>356.8</i>	<i>824,074.74</i>	
<i>Solar Site (Supplemental)</i>	<i>1</i>	<i>640</i>	<i>640</i>	<i>138,758.40</i>	
<i>Cons+Solar (Interim)</i>	<i>1</i>		<i>996.8</i>	<i>2,277,045.19</i>	
<i>Land Cost</i>	<i>1</i>			<i>4,286,240.00</i>	
<i>Account Set-up</i>	<i>1</i>			<i>12,000.00</i>	
				<i>Total Phase 1</i>	<i>\$7,538,118.33</i>
<i>Conservation Site</i>	<i>2</i>	<i>0</i>	<i>420</i>	<i>203,015.31</i>	
<i>Solar Site (Supplemental)</i>	<i>2</i>	<i>640</i>	<i>640</i>	<i>138,758.40</i>	
<i>Cons+Solar (Interim)</i>	<i>2</i>		<i>1,060</i>	<i>2,421,416.43</i>	
<i>Land Cost</i>	<i>2</i>			<i>4,558,000.00</i>	
<i>Account Set-up</i>	<i>2</i>			<i>12,000.00</i>	
				<i>Total Phase 2</i>	<i>\$7,333,190.14</i>

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Land Type (Funding Source)	Phase	Maximum Disturbance Acreage	Minimum HM Lands Preservation Acreage	Minimum Security Funding	Total Security Per Phase
Conservation Site (Endowment)	3	0	380	223,052.91	
Solar Site (Supplemental)	3	640	640	138,758.40	
Cons+Solar (Interim)	3		1,020	2,330,042.23	
Land Cost	3			4,386,000.00	
Account Set-up	3			12,000.00	
				Total Phase 3	\$7,089,853.54
Conservation Site (Endowment)	4	0	380	199,687.06	
Solar Site (Supplemental)	4	640	640	138,758.40	
Cons+Solar (Interim)	4		1,020	2,330,042.23	
Land Cost	4			4,386,000.00	
Account Set-up	4			12,000.00	
				Total Phase 4	\$7,066,487.69
Conservation Site (Endowment)	5	0	357.6	319,185.29	
Solar Site (Supplemental)	5	640	640	138,758.40	
Cons+Solar (Interim)	5		997.6	2,278,872.67	
Land Cost	5			4,289,680.00	
Account Set-up	5			12,000.00	
				Total Phase 5	\$7,038,496.36
Conservation Site (Endowment)	6	0	0	0.00	
Solar Site (Supplemental)	6	598.2	598.2	129,695.75	
Cons+Solar (Interim)	6		598.2	1,366,501.24	
Land Cost	6			2,572,260.00	
Account Set-up	6			12,000.00	
				Total Phase 6	\$4,080,456.99
				Total Security	\$40,146,603.05

Security Amount. The total Security for the Project as a whole (5,692.6 acres of HM lands) shall be in the amount of \$40,146,603.05 (\$7,048.55/acre) in 2014 dollars, which shall increase annually as per the GDP until either the time

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Permittee posts the total Security as approved by CDFW or at the times Permittee posts pro-rated Security for each of the six Phases as described in Condition of Approval 8 and shown in Table 3. This amount is based on the cost estimates identified in Condition of Approval 8.1.

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.

Security Timeline. The total Security for the Project as a whole, as set forth in Condition of Approval 9.1, shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first or separate Security for each phase shall be provided to CDFW before Covered Activities begin for each Phase as described in Condition of Approval 8 and shown in Table 3.

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

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

Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that Permittee has failed to comply with the Conditions of Approval of this ITP.

Security Release. The Security (or any portion of the Security then remaining) shall be released to Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:

- **Written documentation of the acquisition of the HM lands;**
- **copies of all executed and recorded conservation easements;**
- **written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and**
- **timely submission of all required reports.**

Even if Security is provided, Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 24 months from the effective date of

this ITP. CDFW may require Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if Permittee does not complete these requirements within the specified timeframe.

The MMRP has been amended to reflect the changes above and is included as Attachment 3 to this Amendment No. 6.

All terms and conditions of the ITP and MMRP that are not expressly amended herein remain in effect and must be implemented and adhered to by the Permittee.

FINDINGS

Issuance of Amendment No. 6 will not increase the amount of take of the Covered Species compared to the Project as originally approved and it is not expected that Amendment No. 6 will increase Project impacts on these species (i.e., "impacts of taking" as used in Fish and Game Code Section 2081, subd. (b)(2)).

Discussion: Amendment No. 6 add a co-permittee, extends the expiration date of the ITP by five years, clarifies that battery energy storage systems will be constructed within the original Project footprint, identifies existing HM lands as mitigation to be applied to the construction of the Bitterwater Switching Station, and adds the option to provide a performance security. Amendment No. 6 does not increase the amount of take or the severity of other impacts of the taking of Covered Species. The Project area and methods of take remain unchanged.

Issuance of Amendment No. 6 does not affect CDFW's previous determination that issuance of the ITP, as amended, meets and is otherwise consistent with the permitting criteria set forth in Fish and Game Code section 2081, subdivisions (b) and (c).

Discussion: CDFW previously determined in December 2014 that the Project, as approved, met the standards for issuance of an ITP under CESA. CDFW determined twice in February 2015, March 2015, December 2016, and December 2019 that Amendment No. 1, No. 2, No. 3, No. 4 (later rescinded), and No. 5 to the ITP, respectively, met the standards for issuance of an ITP under CESA. This determination included findings that, among other things, the impacts of the taking would be minimized and fully mitigated and that the Project would not jeopardize the continued existence of the Covered Species. Those findings are unchanged with respect to Amendment No. 6 because the Project and ITP as amended: (1) will have no effect on the amount or severity of Project impacts on the Covered Species, as discussed above, and (2) does not substantively alter the measures that will be undertaken to minimize and mitigate previously authorized impacts on the Covered Species. Amendment No. 6 adds a co-

permittee, extends the expiration date of the ITP by five years, clarifies that battery energy storage systems will be constructed within the original Project footprint, identifies existing HM lands as mitigation to be applied to the construction of the Bitterwater Switching Station, and adds the option to provide a performance security. Permittee's continued adherence to and implementation of the avoidance and minimization measures set forth in the Conditions of Approval and MMRP of the ITP, as amended, will minimize and fully mitigate impacts of the taking on the Covered Species.

None of the factors that would trigger the need for subsequent or supplemental environmental analysis of the Project under Public Resources Code section 21166 or California Code of Regulations, title 14, sections 15162 and 15163, exist as a result of Amendment No. 6.

Discussion: CDFW issued the ITP in December 2014, Amendment No. 1 in February 2015, Amendment No. 2 in February 2015, Amendment No. 3 in March 2015, Amendment No. 4 in December 2016 (later rescinded), and Amendment No. 5 in December 2019 as a responsible agency under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) after, among other things, considering the environmental impact report certified by Kern County as the lead agency for the Project. As explained in the findings below, CDFW finds for purposes of CESA that Amendment No. 6 represents a major change in the Project as originally approved. However, for the reasons explained above, CDFW concludes that Amendment No. 6 is not a change in the Project that has the potential to create a new significant effect not previously analyzed, a substantial change in the circumstances under which the Project is being undertaken requiring major revisions to previous CEQA documents, or new information of substantial importance. As a result, CDFW finds that no additional subsequent or supplemental environmental review is required by CEQA as part of CDFW's approval of this Amendment.

CDFW finds that Amendment No. 6 is a Major Amendment, as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(5).

Discussion: Amendment No. 6 makes seven changes to the ITP as amended: First, Amendment No. 6 extends the expiration date by five years and three months and modifies all references of the 35-year ITP term to 40 years. Second, Amendment No. 6 adds battery energy storage systems into the Project Description. Third, Amendment No. 6 clarifies that there will be no coverage under this ITP at the Bitterwater Switching Station following initial construction activities. Fourth, Amendment No. 6 expands the pre-construction submittals identified in the Project Description to include a table that identifies the development areas and conserved areas for each development site, tracking the use of the current 276.8 acres of excess HM lands development. Fifth, Amendment No. 6 removes the requirement that the 24-acres of HM lands for the

Bitterwater Switching Station be preserved prior to its construction, instead, allowing the use of 24 acres of the current 276.8 acres of excess HM lands to mitigate for the 24-acre switching station construction and requiring the conservation of an additional 24 acres of HM lands in the Phase 5 development. Sixth, Amendment No. 6 clarifies the notification of commencement requirements to include the four pre-construction submittals identified in the Project Description. Seventh, Amendment No. 7 adds a Performance Security option into the ITP, which had been removed in a previous amendment.

As described above, these changes will not increase the level of take or increase the amount of habitat impacted by the Project but will significantly change the scope or nature of the how and when mitigation is applied. Therefore, this Amendment will significantly modify the minimization, mitigation, or monitoring measures in the ITP, as amended. CDFW has determined that the change to the ITP, as amended, constitutes a Major Amendment as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(5).

The authorization provided by Amendment No. 6 is not valid until Permittees sign and date the acknowledgement below, and returns one of the duplicate originals of Amendment No. 6 by registered first class mail to CDFW at:

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

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


Attachments:

- ATTACHMENT 1 Location Description, Northern Orchard Solar PV, LLC
- ATTACHMENT 2 Location Map, Northern Orchard Solar PV, LLC
- ATTACHMENT 3 Mitigation Monitoring and Reporting Program

Major Amendment No. 6
Incidental Take Permit 2081-2014-060-04
MARICOPA SUN, LLC
Maricopa Sun Solar Complex

APPROVED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

on 12/15/2022

DocuSigned by:

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Julie A. Vance
Regional Manager
Central Region

ACKNOWLEDGMENT

The undersigned: (1) warrants that they are acting as a duly authorized representative of the Permittees, (2) acknowledges receipt of the original ITP, as amended, and Amendment No. 6, and (3) agrees on behalf of the Permittees to comply with all terms and conditions of the ITP, as amended.

Maricopa Sun, LLC

By:  Date: 12/20/2022

Printed Name: Farid Assemi Title: Manager

Northern Orchard Solar PV, LLC

By:  Date: 12/19/2022

Printed Name: Patrick McCoyd Title: EVP -Head of Solar Const & Eng

Major Amendment No. 6
Incidental Take Permit 2081-2014-060-04
MARICOPA SUN, LLC
Maricopa Sun Solar Complex