

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

CENTRAL REGION

1234 EAST SHAW AVENUE

FRESNO, CALIFORNIA, 93710



AMENDMENT NO. 7

(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 (ITP) No. 2081-2014-060-04 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 posting 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.

On December 15, 2022, CDFW issued Major Amendment No. 6 (Amendment No. 6), which added Northern Orchard Solar PV, LLC as a co-permittee, extended the ITP expiration date, added battery energy storage systems within the existing Project area, added the option to use a performance security, and identified 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, for the Bitterwater Switching Station construction mitigation.

In issuing the ITP, Amendment Nos. 1, No. 2, No. 3, No. 4 (subsequently rescinded), No. 5, and No. 6 (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 October 18, 2023, Permittee requested the ITP be further amended. The amendment requested to add information on the construction of the Hill Crossing and C&A Farms Crossing underground electrical connections to the Project Description, include the Hill Crossing as part of the Covered Area identified in the ITP and to clarify that the Hill Crossing area is not subject to the requirement to place any portion of Assessor’s Parcel Number (APN 220-110-13) under a springing conservation easement following decommissioning. The amendment also requested clarification that construction of the C&A Farms Crossing does not constitute solar development of Solar Site 7-S such that it would trigger the springing conservation easement obligation for any portion of 7-S.

This Major Amendment No. 7 (Amendment No. 7) makes the following changes to the existing ITP:

First, Amendment No. 7 adds the Hill Crossing and C&A Farms Crossing construction activities within the Project Description.

Second, Amendment No. 7 clarifies that the 1.0-acre Hill Crossing will not be subject to a springing conservation easement requirement and that the 1.2-acre C&A Farms Crossing will not be subject to a springing conservation easement requirement unless and until site 7-S is developed with solar photovoltaic panels and associated infrastructure.

Third, Amendment No. 7 modifies the off-site HM lands requirement by allowing the deduction of 2.2 acres from the current 252.8 acres of excess HM lands and requiring the conservation of an additional 2.2 acres of HM lands in the Phase 5 development.

Fourth, Amendment No. 7 adds Figure 3 to detail the Hill Crossing and C&A Farms Crossing locations within APN 220-110-13 and Site 7-S and document the inclusion of the Hill Crossing location within the Project Area for this ITP.

AMENDMENT

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

1. The “Construction Activities” description within the “Project Description” section of the ITP, as amended, shall be further amended to read:

Construction Activities

Construction activities are those activities necessary for the development of the Solar Sites and include the following:

- Installation of perimeter security fencing (up to 204,874 linear feet). Security fencing will be 6-foot-tall chain link fencing with 2 feet of barbed wire on the top. The bottom of the fence will be raised 4-6 inches above the ground with the fencing material wrapped back or knuckled under;
- Installation of movement corridor fencing, which will consist of 3- or 4-wire cattle fencing;
- Installation of species avoidance fencing (to be determined as needed), which will consist of silt fencing, wire mesh fencing, or other material that will be visible to construction workers;
- Installation of barrier fencing (up to 38,443 linear feet), which will be constructed of 36-inch tall metal flashing buried 6 inches below grade. The barrier fencing will be supported on one side (on the construction side of

the fence) by stakes, posts of reinforcing bar, or T-posts. The fencing will be affixed to the supports in a manner that will not allow Covered Species to climb the fence (e.g., bolts or fasteners must be a minimum of 18 inches apart);

- Installation of 50,000-gallon, fire suppression, water tanks;
- Construction of temporary parking areas that will transition into paved permanent staging and parking areas;
- Paving of access roads and driveway approaches;
- Installation of signs such as caution, warning, speed limit, stop, no-trespassing, and Environmentally Sensitive Area;
- Construction of O&M buildings no greater than 1,800 square feet in size for each solar development site;
- 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 a 640-foot-long (1-acre area) underground collector line (“Hill Crossing”) using jack-and-bore methods with 430 square-foot receiving and sending pits, to connect site 2-S to site 6-S at the southwest corner of APN 220-110-13. The Hill Crossing will also include up to four 45 square-foot utility junction boxes (Figure 3);**
- **Construction of a 820-foot-long (1.2-acre area) underground collector line (“C&A Crossing”) using jack-and-bore methods with 300 square-foot receiving and sending pits, to connect site 6-S to site 3-S at the northwest corner of site 7-S. The C&A Crossing will also include up to three 45 square-foot utility junction boxes (Figure 3);**
- 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 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 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.

2. The final paragraph of the Project Description section of the ITP, as amended, shall be further amended to read:

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 onsite 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 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 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. ***Pertaining specifically to the 1.0-acre Hill Crossing within APN 220-110-13, Permittee will decommission these facilities but will not place the affected lands within APN 220-110-13 under a springing conservation easement. Pertaining specifically to the 1.2-acre C&A Farms Crossing within Site 7-S, Permittee will decommission these facilities, but lands within the C&A Farms Crossing site will not be placed under a springing conservation easement unless and until site 7-S is developed under a future solar development phase and subsequently decommissioned. Permittee will permanently preserve an additional 2.2 acres of off-site HM lands corresponding to the acreage occupied by these crossings.*** The total HM land acreage for all six Phases shall not exceed the overall amount of required HM lands (1,920.6 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.

3. Tables 1 and 2, of the ITP, as amended, shall be further 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	640	616	356.8	616	356.8	3,158.2	4,561.6 1,563.8
2	640	640	420	1,256	776.8	2,518.2	4,141.6 1,143.8
2	2.2	0	0	1,256	776.8	2,518.2	1,143.8
3	640	640	380 382.2	1,896	1,156.8 1,159.0	1,878.2	761.6 761.6
4	640	640	380	2,536	1,536.8 1,539.0	1,238.2	381.6 381.6
5	640	640	357.6	3,176	1,894.4 1,896.6	598.2	24
5	0	0	24	3,176	1,918.4 1,920.6	-	0
6	598.2 596	598.2	0	3,774.2	0	0	0

Note: Total off-site HM lands = 1,918.4**1,920.6** acres; Total on-site HM lands = 3,774.2 acres; Total HM lands = 5,692.6**5,694.8** acres

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
1-C	656.6	2 (420 ac), 3 (236.6 ac)
17-C	647.7	3 (443.4 145.6 ac), 4 (380 ac), 5 (124.3 ac 122.1 ac)
3-C	80.4	5
3-C2	152.9	5
10-C addition	24.0 26.2	5
Total	1,920.6	

4. Condition of Approval 8 on page 23 of the ITP as amended, shall be further amended to read:

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

To meet this requirement, Permittee shall provide for both the permanent protection and management of ~~5,692.6~~ **5,694.8** acres of Habitat Management (HM) lands, assuming full build-out, pursuant to Condition of Approval 8.2 and the calculation and deposit of the management funds pursuant to Condition of Approval 8.1. The mitigation sites proposed by Permittee to be used as HM lands for the Project are depicted in Figure 2 and shall comprise the ~~5,692.6~~ **5,694.8** acres of CDFW-approved HM lands. The majority of the ~~1,894.4~~ **1,920.6** acres off-site HM lands are in similar condition to the Project Area in that the lands are being routinely disked and individuals of Covered Species are likely currently absent based on previously conducted biological surveys. Approximately 884 acres of off-site HM lands have not been routinely disked in the recent past and have reverted back to a more natural state. TKR have been trapped on 1-C and 9-C. This plus

the conservation of the ~~3,798.23~~**3,774.2** acres of on-site HM lands that will be managed for the Covered Species upon decommissioning of the Solar Sites or before the expiration of this ITP will provide sufficient habitat and linkage corridors for Covered Species to mitigate for the Project-related taking of Covered Species.

5. Condition of Approval 8.1 on page 25 of the ITP as amended, shall be further amended to read:

Cost Estimates. CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands as follows. The cost estimates are based on 2014 evaluations; therefore, beginning January 1, 2015, the start-up costs, interim management funding, and long-term management funding shall be adjusted and increased annually for each development Phase in accordance with Condition of Approval 8.3.2.

Land acquisition costs for HM lands identified in Condition of Approval 8.2, estimated at \$4,300.00/acre for ~~5,692.65~~**5,694.8** acres:

~~\$24,478,180.00~~**\$24,487,640.00**. Land acquisition costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements;

Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 8.2.5, estimated at **\$665,440.00**;

Interim management period funding as described in Condition of Approval 8.2.6, estimated at **\$12,338,480.00**;

Long-term management funding as described in Condition of Approval 8.3, estimated at \$455.42/acre for ~~5,692.65~~**5,694.8** acres: ~~\$2,592,503.06~~**\$2,593,525.82**. 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 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.

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/Phase: **\$72,000.00**.

6. Condition of Approval 9 on page 31 of the ITP as amended, shall be further amended to read:

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

Land Type (Funding Source)	Phase	Maximum Disturbance Acreage	Minimum HM Lands Preservation Acreage	Minimum Security Funding	Total Security Per Phase
Conservation Site (Endowment)	1	0	356.8	824,074.74	
Solar Site (Supplemental)	1	640	640	138,758.40	
Cons+Solar (Interim)	1		996.8	2,277,045.19	
Land Cost	1			4,286,240.00	
Account Set-up	1			12,000.00	
				Total Phase 1	\$7,538,118.33
Conservation Site	2	0	420	203,015.31	
Solar Site (Supplemental)	2	640 642.2	640	138,758.40	
Cons+Solar (Interim)	2		1,060	2,421,416.43	
Land Cost	2			4,558,000.00	
Account Set-up	2			12,000.00	
				Total Phase 2	\$7,333,190.14
Conservation Site (Endowment)	3	0	380 382.2	223,052.94 \$233,535.67	
Solar Site (Supplemental)	3	640	640	138,758.40	
Cons+Solar (Interim)	3		4,020 1,022.2	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 \$7,100,336.3
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	

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Land Type (Funding Source)	Phase	Maximum Disturbance Acreage	Minimum HM Lands Preservation Acreage	Minimum Security Funding	Total Security Per Phase
				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 \$40,157,085.81

7. Condition of Approval 9.1 on page 32 of the ITP as amended, shall be further amended to read:

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~~ **\$40,157,085.81** (\$7,048.55/acre) in 2014 dollars, which shall increase annually as per the GDP until either the time 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.

8. The Attachments list of the ITP, adds Figure 3 and shall be amended to read:

FIGURE 1	Project Location
FIGURE 2	HM Lands Map (On-Site and Off Site)
FIGURE 3	Hill Crossing and C&A Farms Crossing Locations
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2A	Proposed Lands for Acquisition Form
ATTACHMENT 2B	Habitat Management Lands Checklist
ATTACHMENT 4	Mitigation Payment Transmittal Form

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Maricopa Sun Solar Complex

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. 7 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. 7 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. 7 makes four specific changes to the ITP, as amended.

First, Amendment No. 7 adds the Hill Crossing and C&A Farms Crossing construction activities within the Project Description.

Second, Amendment No. 7 clarifies that the Hill Crossing will not be subject to a springing conservation easement requirement and that the C&A Farms Crossing will not be subject to a springing conservation easement requirement unless and until site 7-S is developed for future solar development and subsequently decommissioned.

Third, Amendment No. 7 modifies the off-site HM lands requirement by adding 2.2 acres to the off-site mitigation obligation and allowing the use of those 2.2 acres of the current 252.8 acres of excess HM lands and requiring the conservation of an additional 2.2 acres of HM lands in the Phase 5 development.

Fourth, Amendment No. 7 adds Figure 3 to detail the Hill Crossing and C&A Farms Crossing locations within APN 220-110-13 and Site 7-S and document the inclusion of the Hill Crossing location within the Project Area for this ITP.

CDFW has determined that the Amendment No. 7 changes will not significantly increase the amount of take or the severity of other impacts of the taking of the Covered Species. CDFW believes that the changes to the Conditions of Approval of the ITP, as amended, and described in Amendment No. 7 will not significantly increase impacts to the Covered Species. Amendment No. 7 increases the acreage of off-site HM lands that will be placed under a conservation easement.

Issuance of Amendment No. 7 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), No. 5, and No. 6 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. 7 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. 7. adds the Hill Crossing and C&A Farms Crossing construction activities within the Project Description, clarifies that the Hill Crossing will not be subject to a springing conservation easement requirement and that the C&A Farms Crossing will not be subject to a springing conservation easement requirement unless and until site 7-S is developed for future solar development and subsequently decommissioned, modifies the off-site HM lands requirement by adding 2.2 acres to the off-site mitigation obligation and allowing the use of those 2.2 acres of the current 252.8 acres of excess HM lands and requiring the conservation of an additional 2.2 acres of HM lands in the Phase 3 development, and adds Figure 3 to detail the Hill Crossing and C&A Farms Crossing locations within APN 220-110-13 and Site 7-S and documents the inclusion of the Hill Crossing location within the Project Area for this ITP. 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. 7.

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), Amendment No. 5 in December 2019, and Amendment No. 6 in December 2022 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. 7 represents a major change in the Project as originally approved. However, for the reasons explained above, CDFW concludes that Amendment No. 7 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 issuance of Amendment No. 7 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 the ITP, as amended, will avoid or reduce to below a level of significance any such potential effects. CDFW consequently finds that issuance of the ITP, as amended, will not result in any significant, adverse impacts on the environment.

CDFW finds that Amendment No. 7 is a Major Amendment, as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(5).

Discussion: Amendment No. 7 makes four changes to the ITP as amended: First, Amendment No. 7 adds the Hill Crossing and C&A Farms Crossing construction activities within the Project Description. Second, Amendment No. 7 clarifies that the Hill Crossing will not be subject to a springing conservation easement requirement and that the C&A Farms Crossing will not be subject to a springing conservation easement requirement unless and until site 7-S is developed for future solar development and subsequently decommissioned. Third, Amendment No. 7 modifies the off-site HM lands requirement by adding 2.2 acres to the off-site mitigation obligation and allowing the use of those 2.2 acres of the current 252.8 acres of excess HM lands and requiring the conservation of an additional 2.2 acres of HM lands in the Phase 3 development. Fourth, Amendment No. 7 adds Figure 3 to detail the Hill Crossing and C&A Farms Crossing locations within APN 220-110-13 and Site 7-S and documents the inclusion of the Hill Crossing location within the Project Area for this ITP.

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).

Attachments:

ATTACHMENT 1 Hill Crossing and C&A Farms Crossing Locations

APPROVED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

on 5/14/2024

DocuSigned by:

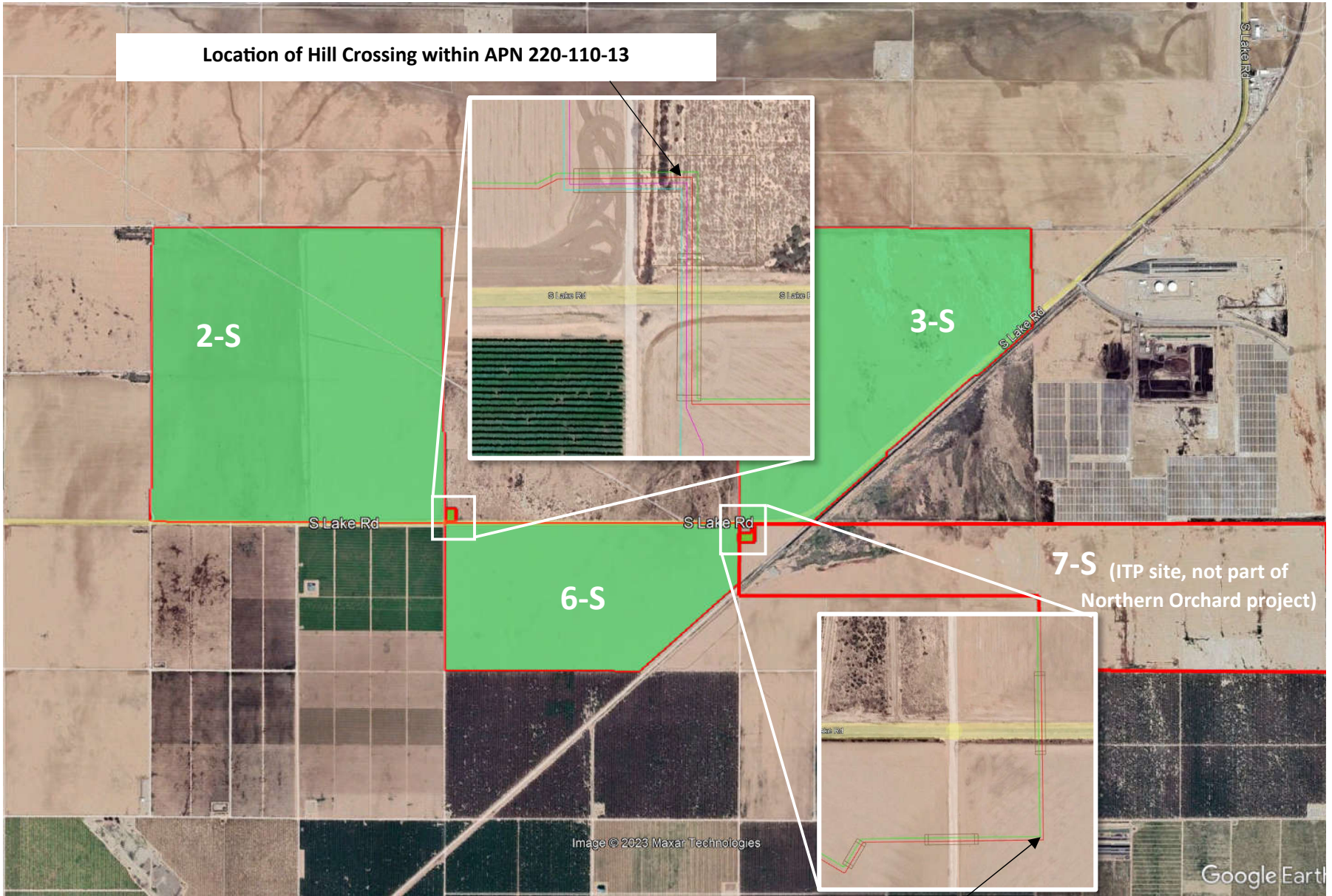
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Julie A. Vance
Regional Manager
Central Region

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MARICOPA SUN, LLC
Maricopa Sun Solar Complex

ATTACHMENTS

Attachment 1: Figure 3- Hill Crossing and C&A Farms Crossing Locations



Location of Hill Crossing within APN 220-110-13

Location of C&A Farms Crossing within Site 7-S