



California Department of Fish and Wildlife
Inland Deserts Region
3602 INLAND EMPIRE BOULEVARD, SUITE C-220
ONTARIO, CA 91764

California Endangered Species Act
 Incidental Take Permit No. 2081-2025-005-06

IMPERIAL SUN 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.)

Permittee:	Imperial Sun Solar, LLC
Principal Officer:	Frederick Redell, Vice President North America
Contact Person:	Kris Alberts, Blackhawk Environmental
Mailing Address:	1720 Midvale Drive San Diego, CA 92105

II. Effective Date and Expiration Date of this ITP:

This ITP is effective as of the date signed by CDFW below. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **September 5, 2055**.

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 Construction Mitigation Report required by Condition of Approval 5.7 of this ITP.

III. Project Location:

The Imperial Sun Solar Project (Project) is located on approximately 338 acres of privately-owned land between the U.S./Mexico international border and the All-American Canal near Holtville, in the southernmost portion of Imperial County, California (Figure 1) approximately 10 miles east of the City of Calexico in Sections 10, 11, 14, 15, and 16 within Township 17 South, and Range 16 East of the San Bernardino Base and Meridian of the Bonds Corner United States Geological Survey (USGS) topographic 7.5-minute quadrangle. The Project site is bound by both

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.

undeveloped land and previously disturbed land to the west and east, the All-American Canal running southwesterly on the northern border of the Project site, and the U.S./Mexico international border to the south.

IV. Project Description:

The Project consists of construction and operation and maintenance (O&M) of a 100-megawatt (MW) alternating current (AC) photovoltaic (PV) solar energy generation facility and battery energy storage system (BESS) and associated infrastructure facilities on approximately 338 acres of private land within an overall 450-acre area; the remaining 112 acres would not be directly impacted. This ITP *does not* include the Gen-tie line or Roads described below.

Project Components

Photovoltaic Panels/Solar Arrays

The project proposes to utilize either thin film or crystalline solar photovoltaic (PV) technology modules mounted on fixed frames or horizontal single-axis tracker (HSAT) systems. The fixed frame PV module arrays will be mounted on racks supported by driven piles at a depth dependent on the recommendations of the geotechnical report prepared for the project. Fixed-frame racks will be secured at a fixed tilt of 20-30 degrees from horizontal facing a southerly direction. Individual PV modules will be mounted two high on a fixed frame with a two-foot ground clearance resulting in the tops of the panels approximately 7.5 feet above the ground. The fixed PV modules will be arranged in arrays spaced approximately 15 to 25 feet apart (pile-to-pile) and will be separated from each other and the perimeter security fence by up to 30-foot-wide interior roads.

If HSAT technology is used, PV modules will rotate around the north-south HSAT axis and will reach their maximum height (up to 9 feet above ground) at both sunrise and sunset. At noon, the nominal height will be about 6 feet above ground when the HSAT system is rotated so that the PV modules are horizontal.

The individual PV systems will be arranged in large arrays by placing them in columns spaced approximately 10 feet apart. Individual HSAT PV modules, each approximately two feet wide by four feet long (depending on the specific PV technology selected), will be mounted on a frame attached to an HSAT system. HSAT arrays will be separated from each other and the perimeter security fence by up to 30-foot-wide roads.

Electrical Power System

Electricity generated by the PV modules will be collected by a direct current (DC) collection system routed underground in trenches. This DC power will be delivered to one of the pad-mounted inverters in weatherproof enclosures located within the arrays. The inverters will convert the DC power to three-phase alternating current (AC). The inverters could be connected to AC interconnection facilities which, if needed, would raise the voltage to 34.5 kilovolt (kV), or the

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interconnection voltage selected by the project. Underground or overhead 12.5 kV or 34.5 kV collection lines will transmit the electricity to the new project substation.

Interconnection Facilities

A new substation will be constructed on approximately two acres on the north-central portion of the Project site. The substation will take the 34.5 kV power from the project and increase the voltage of the electricity to 92 kV, where it will feed into the interconnection switching station for metering and delivery to the IID 92 kV "P" Line. The substation will include a transformer, circuit breakers, disconnect switches, and microwave or other communication facilities.

A new interconnection switching station will be constructed on the north-central portion of the project site, immediately adjacent to the substation and will include circuit breakers, switches, overhead bus work, protective relay equipment and an electrical control building. The switching station will operate at 92 kV and be equipped with two circuit breakers, allowing for looping in of the IID 92 kV "P" transmission line as well as connection to the project's gen-tie line. The substation and switching station would be connected via a single overhead 92 kV line. The switching station would be enclosed within its own fence.

To connect the project's interconnection facilities, the medium voltage power produced by the project will be conveyed underground, or above ground where necessary, to cross over any sensitive site features.

Battery Energy Storage System (BESS)

The proposed BESS is proposed on approximately two acres on the northeast portion of the project site and will have a storage capacity of 100 MW (not exceed 200 MW). The BESS will consist of either lithium ion or flow batteries housed in storage containers or buildings fitted with HVAC and fire suppression systems as necessary. The batteries will be placed on racks, the orientation of which depends on the type of housing. Underground trenches with conduits will be used to connect the batteries to the control and monitoring systems, and inverters to convert the PV produced DC power to AC power.

Construction

Construction is anticipated to take approximately 18 months. Construction activities will be divided into three main phases: (1) Site Preparation; (2) System Installation; and (3) Facility Commissioning. Construction will primarily occur during daylight hours, Monday through Saturday with the number of on-site construction workers not expected to exceed 150 workers at any one time.

Site preparation activities will include preconstruction, existing conditions surveys, sediment and erosion control measures, the installation of fencing, gates, communications and security systems, a stabilized construction entrance and exit, and the grading and compaction of an internal access road.

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Minimal surface smoothing and grading by wheeled or tracked scrapers and graders will be performed, and water trucks will be utilized for dust control purposes. The locations of all foundations, trenches, roads, fences, and equipment will be surveyed and marked prior to construction.

System Installation activities will include trenching for placement of underground electrical and communications lines, and may include the use of trenchers, backhoes, excavators, haul vehicles, compaction equipment and water trucks. Vibratory or hydraulic press-in methods will be used to drive steel beam/tube foundations ("posts") into the soil. Following installation, horizontal cross-members and other hardware/equipment associated with the fixed frame or single-axle tracking structural system will be placed and secured. Electrical equipment will be mounted in place and interconnected to IID's electrical distribution system. The PV modules will be mechanically attached to support structure and electrically interconnected to inverters. Mass grading will not be conducted on the Project site. The substation, BESS, O&M facility, laydown yards, pre-fabrication areas, and internal and external road locations will require mowing, grubbing, grading, and compaction. Inverter station locations will require light grubbing. The solar array areas will require mowing and grubbing to a height of 12 inches. Woody vegetation will typically be chipped onsite and left in place to assist with revegetation and dust control.

Facility commissioning will include final inspections testing, start-up and certification. The facility would be brought on-line in stages starting at low power levels and methodically increasing the capacity until the facility is operating at full power.

Operation and Maintenance

The facility will be remotely operated, controlled and monitored. Up to two to three people will be contracted (part-time) to perform all routine and emergency operational and maintenance activities including inspections, equipment servicing, site and landscape clearing, and periodic washing of the PV modules if needed (up to two times per year). The amount of water needed for solar panel washing is estimated at approximately five acre-feet (AF) per washing, with up to two washings per year, or a total of up to 10 AF per year. Vegetation growing on the solar energy facility site would periodically (approximately every three months, at most) be removed manually and/or treated with herbicides. Security personnel may conduct unscheduled security rounds and will be dispatched to the Project site in response to a fence breach or other alarms.

Activities not included within this ITP

Roads

Workers will utilize an existing driveway off State Route 98, park their vehicles in a designated staging/parking area north of the All-American Canal, and then walk across the All-American Canal at an existing crossing east of the project site. Designated shuttles will pick up workers at the south end

of the crossing, and then travel west for approximately one mile along an existing dirt road to the project site.

Vendors and heavy construction equipment will exit south from Interstate 8 onto Gordon Wells Road approximately 20 miles east of the project site, then travel west along an existing dirt road paralleling the U.S./Mexico Border.

Internal access roads, up to 30-foot wide, will be constructed along the perimeter fence and solar panels to facilitate vehicle access and maneuverability for emergency unit vehicles. These components is *not* covered by this ITP.

Gen-tie Line

A 92 kV generation-tie (gen-tie) line will extend across the All-American Canal from the proposed project substation to the existing IID 92 kV “P” Line located immediately north of the canal. The height of the proposed gen-tie transmission structures would be 60 feet. The A-3 zone allows a maximum height limit of 120 feet for non-residential structures. This component is *not* covered by this ITP.

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. Western burrowing owl (<i>Athene cunicularia hypugaea</i>)	Candidate ⁴

This species and only this species is 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 activities described above expected to result in incidental take of individuals of the Covered Species include vegetation clearing; grading, leveling, and compaction; excavation; installation of fencing or barriers; installation and/or construction of temporary Project facilities and structures; general operation of vehicles and heavy equipment; noise, vibration, and dust generating activities; maintenance of the facility, operations of the facility, and capture and relocation activities (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities such as collision with, or crushing by, vehicles or heavy equipment;

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

⁴ The species’ status may change following the decision of the Fish and Game Commission to designate the species as threatened or endangered but if there is such a designation, the species will remain a covered species. See 2024 Ca. Reg. Notice Register, No. 43-Z, p. 1400 (October 25, 2024).

crushing or burial of individuals or eggs in burrows; destruction of burrows and refugia; and increased predation. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so of the Covered Species from capture and relocation activities. The area where authorized take of the Covered Species is expected to occur is within the 388-acre area for the Project site and indirect impacts to the surrounding area (collectively, the Project Area).

The Project is expected to cause the permanent loss of 338 acres of occupied burrowing owl habitat. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, loss of foraging habitat, loss of burrow surrogates, loss of overwintering and nesting sites, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include stress resulting from noise and vibrations displacement from preferred habitat, increased competition for food and space, and increased vulnerability to predation.

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 Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, 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 ingress and egress, staging and parking, and noise and vibration generating activities that may cause take. CDFW's issuance of this ITP and Permittee's authorization to take the Covered Species are subject to Permittee's compliance with and implementation of the following Conditions of Approval:

- 1. Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
- 2. CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Draft Environmental Impact Report (SCH No.: 2021050018) certified by Imperial County on October 24, 2023, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).

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3. ITP Time Frame Compliance: Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.

4. General Provisions:

- 4.1. Designated Representative.** Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated 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.
- 4.2. Designated Biologist(s), Biological Monitor(s), and/or Veterinarian(s).** Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) and Biological Monitor(s) using the Biologist Resume Form (Attachment 2) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history, and passive exclusion of the Covered Species. The Designated Biologist(s) and Biological Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist(s) and Biological Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Biological Monitor(s) must be changed.
- 4.3. Designated Biologist Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist 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. Permittee 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. Permittee 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.

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- 4.4. Education Program.** Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the 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. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. 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.
- 4.5. Construction Monitoring Documentation.** The Designated Biologist(s) and Biological Monitor(s) 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. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.
- 4.6. Trash Abatement.** Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 4.7. Dust Control.** Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 4.8. Erosion Control Materials.** Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 4.9. Delineation of Property Boundaries.** Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities.

- 4.10. Delineation of Habitat.** Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 4.11. Project Access.** Project-related personnel shall access the Project Area using existing routes, and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 4.12. Staging Areas.** Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 4.11 of this ITP.
- 4.13. Hazardous Waste.** Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 4.14. CDFW Access.** Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 4.15. Refuse Removal.** Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all 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.
- 4.16. General Habitat and Species Avoidance.** Permittee shall, to the greatest extent feasible, avoid impacts/disturbances to sensitive plants, plant communities, and animals within the Project Area. In addition, Permittee shall avoid, to the maximum extent practicable, impacts/disturbance to perennial, native vegetation within the Project Area. To the maximum extent practicable, Permittee shall limit access-related Covered Activities to "drive and crush" rather than vegetation removal or grubbing.

4.17. Firearms and Dogs. Permittee shall prohibit Project personnel and any other individual associated with the Project from bringing any firearms or dogs on the Project Area during Covered Activities, except those in the possession of authorized security personnel or local, state, or federal law enforcement officials, dogs that may be used to aid in official and approved monitoring procedures/protocols, or service dogs under Title II and Title III of the Americans with Disabilities Act.

5. Monitoring, Notification and Reporting Provisions:

5.1. Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.

5.2. Notification of Non-compliance. The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall 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.

5.3. Compliance Monitoring. The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections a minimum of three times a day (once during the onset of the day's work, once mid-day, and once at the conclusion of that day's work), following periods of inactivity, until 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; and
- (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area.

Incidental Covered Species observations following the completion of clearing, grubbing, or grading shall be reported to CDFW within 48 hours to determine if subsequent compliance monitoring is warranted.

The Designated Representative or Designated Biologist 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.

- 5.3.1.1. Compliance Monitoring During O&M.** Compliance monitoring shall be performed in accordance with the CDFW-approved BUOW Mortality Reduction Plan identified in Condition of Approval 6.10.1. Once all construction is complete any ground disturbing work, vegetation removal, or vegetation trimming shall have a Designated Biologist(s) on-site to monitor those activities for the term of this ITP.
- 5.4. Quarterly Compliance Report.** The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 5.3 into a Quarterly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Quarterly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Eric Weiss (Eric.Weiss@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.
- 5.5. Annual Status Report.** Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year identified in Condition of Approval 5.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; and (6) information about other Project impacts on the Covered Species.
- 5.6. CNDDB Observations.** The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Quarterly Compliance Report or ASR, whichever is submitted first relative to the observation.
- 5.7. Final Construction Mitigation Report.** No later than 45 days after completion of all mitigation measures performed during the construction period, Permittee shall provide

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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.

5.8. Notification of Take or Injury Permittee 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 by emailing the CDFW Regional representative at Eric.Weiss@wildlife.ca.gov and R6CESA@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, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.

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

- 6.1. Herbicides.** Permittee shall only use herbicides containing a harmless dye and registered with the California Department of Pesticide Regulation (DPR). All herbicides shall be applied in accordance with regulations set by DPR. All herbicides shall be used according to labeled instructions. Labeled instructions for the herbicide used shall be made available to CDFW upon request. No herbicide application when winds are greater than five (5) miles per hour.
- 6.2. Rodenticides and Insecticides.** Permittee shall not use rodenticides and/or insecticides on the Project Area without prior written permission from CDFW. Permittee shall not use any second-generation anticoagulant rodenticide (brodifacoum, bromadiolone, difethialone, and difenacoum) on the Project Area. Permittee shall not use any first-generation anticoagulant rodenticide (diphacinone, chlorophacinone, and warfarin) on the Project Area without prior written permission from CDFW.

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- 6.3. Removal of Debris.** Permittee shall remove all hardened concrete and other loose debris in areas that need to be cleared by slowly removing stored material starting from the top and working down to ground level, rather than scooping from the ground up. This method will minimize the possibility of harming a Covered Species using the debris as shelter and will allow them to escape.
- 6.4. Entrapment Inspections.** The Designated Biologist shall inspect any pipes, culverts, or similar structures with a diameter greater than 3 inches and less than 8 inches aboveground for Covered Species before the material is moved, buried, or capped. The Designated Biologist(s) and/or Biological Monitor(s) shall inspect all open holes and trenches within Covered Species habitat at a minimum of twice a day and just prior to backfilling. At the end of each workday during construction, Permittee shall place an escape ramp at each end of trenches to allow any animals that may have become trapped in the trench to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees. If any worker discovers that Covered Species have become trapped, they shall halt Covered Activities and notify the Biological Monitor(s) and/or Designated Biologist(s) immediately. Project workers and the Biological Monitor(s) and/or Designated Biologist(s) shall allow the Covered Species to escape unimpeded if possible, or a Designated Biologist(s) approved under Condition of Approval 4.2 of this ITP shall move the Covered Species out of harm's way before allowing work to continue.
- 6.5. Covered Species Observations.** All work within 300 feet of the Covered Species shall immediately stop if burrowing owl is observed during Covered Activities, and the observation shall be immediately reported to the Authorized Biologist(s). Covered Activities shall not resume until the Authorized Biologist(s) and/or Biological Monitor(s) has verified the Covered Species has left the Project Area OR an Authorized Biologist(s) approved under Condition of Approval 4.2 of this ITP relocates the Covered Species as described in this ITP or passively relocates as described in the BUOW Mortality Reduction Plan. The Designated Representative shall notify CDFW of any Covered Species observations within the Project Area. Notification shall occur as described in Condition of Approval 5.3 within 48 hours. Notification and the written report shall include the date, location, and circumstances of the observation, the name of the Authorized Biologist(s) that relocated the individual, pictures, map and shapefiles with the location (including GPS coordinates) where the individual was moved.
- 6.6. Erosion Control Materials.** To minimize the risk of ensnaring and strangling Covered Species, Permittee shall not use erosion control materials containing synthetic (e.g., plastic or nylon) monofilament netting. Geotextiles, fiber rolls, and other erosion control measures shall be made of loose-weave mesh, such as jute, coconut (coir) fiber, or other products without welded weaves. Permittee shall use erosion control materials composed entirely of

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natural-fiber biodegradable materials. Permittee shall not use plastic “photodegradable” erosion control materials.

- 6.7. Invasive Plant Management Plan.** Permittee shall develop an Invasive Plant Management Plan focused on controlling or eradicating existing invasive plants within the project site and preventing the introduction of new nonnative and invasive plants into the project site. The Plan shall include a list of plant species targeted for control or eradication, a description of the methods that will be used for control or eradication, a list of Best Management Practices to prevent the introduction and spread of invasive plant species into and out of the project site, monitoring requirement, success criteria, and a rapid response plan in the event that a new plant species invades the project site. The Plan shall be implemented during Covered Activities and monitored for the time specified in the Plan. The Plan shall be submitted to CDFW for review and approval no later than 30 days prior to the commencement of Covered Activities.
- 6.8. Full-Time Monitoring.** A Designated Biologist(s) and/or Biological Monitor(s) shall be present during all Covered Activities that occur outside a permanent fenced area during the construction period. During the operations and maintenance period of the Project, an Authorized Biologist(s) shall be on-site to address any compliance-related issues.
- 6.9. Revegetation.** Plantings and seed mix shall be approved by CDFW prior to application. Plantings and seed mix shall be comprised of only native plant material from the same geographic range as the Project.
- 6.10. Burrowing Owl-Specific Take Minimization Measures**
- 6.10.1. Burrowing Owl Mortality Reduction Plan.** Permittee shall submit a Burrowing Owl (BUOW) Mortality Reduction Plan prepared by an approved BUOW Authorized Biologist to CDFW at least 30 days prior to beginning Covered Activities. Burrow exclusion, burrow excavation, artificial burrow construction, and other relocation activities shall not proceed until this plan has been approved in writing by CDFW. The BUOW Mortality Reduction Plan shall include, but not be limited to: detailed description of survey methodology; detailed burrow exclusion and excavation methods; methods for monitoring BUOW post-exclusion; proposed avoidance buffers based on project activity and disturbance level; proposed Covered Activities that may occur within a reduced buffer request; identification of a wildlife rehabilitation center or veterinary facility capable of and willing to treat injured BUOW or care for at-risk BUOW, BUOW eggs, and/or BUOW chicks; and procedure for collection and storage of BUOW carcasses. The plan should also include a section describing burrow replacement according to Condition of Approval 6.10.2. Only CDFW-approved BUOW Authorized Biologists or personnel following directions from and under the supervision of the BUOW Authorized Biologist,

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shall handle and transport injured BUOW for treatment or impacted BUOW eggs for salvage. All other BUOW handling is prohibited.

The BUOW Mortality Reduction Plan shall also include a separate Operations and Maintenance section that shall include, but not be limited to: a detailed description of survey methodology; a progressive avoidance strategy, passive relocation strategy (if necessary and appropriate), reporting requirements, lighting restrictions, an injured wildlife protocol, identification of a wildlife rehabilitation center or veterinary facility capable of and willing to treat injured BUOW or care for at-risk BUOW, BUOW eggs, and/or BUOW chicks; and procedure for collection and storage of BUOW carcasses.

Once the BUOW Mortality Reduction Plan is approved in writing by CDFW, it shall be used for the duration of this ITP unless updated to reflect best available science in which case CDFW will contact the Permittee to discuss needed updates. Every 5 years following execution of this ITP, the BUOW Mortality Reduction Plan shall be reviewed by the Permittee and CDFW. Permittee shall revise the BUOW Mortality Reduction Plan based on the best available science, and as CDFW deems appropriate. Any proposed changes to the BUOW Mortality Reduction Plan shall be submitted, in writing, to CDFW and approved in writing prior to the implementation of any proposed modifications.

6.10.2. Burrowing Owl Burrow Replacement. Permittee shall replace each known BUOW burrow (as defined in Condition of Approval 6.10.5) that cannot be avoided within the Project Area with an artificial burrow to compensate for the loss of important shelter used by BUOW for protection, reproduction, and escape from predators. The BUOW Burrow Replacement section within the BUOW Mortality Reduction Plan shall include, but not be limited to: a discussion and map of potential artificial burrow replacement locations; description of the replacement burrow design and dimensions (e.g., depth and width of burrow, width of burrow entrance, orientation of burrow entrance, number and placement of entrances to natal burrows); artificial burrow installation methods; and long-term artificial burrow protection and maintenance methods; and timing of BUOW installation/construction.

6.10.3. Burrowing Owl Pre-Construction Surveys and Reporting. The BUOW Designated Biologist(s) shall conduct surveys to identify, flag, and map all potential, known, and/or nesting burrows (as defined in Condition of Approval 6.10.3) within 30 calendar days prior to beginning Covered Activities in each work area or phase. Surveys shall include the Project Area and 500 feet (where feasible) beyond the limits of the Project Area, unless otherwise approved in advance and in writing by CDFW. If the BUOW Designated Biologist identifies any potential, known, or nesting BUOW burrows, the burrow(s) shall be monitored following the Conditions of Approval 6.10.6 and 6.10.7 unless avoided per Condition of Approval 6.10.5. Permittee shall provide the preconstruction survey results with a Burrow Map (see Condition of Approval 6.10.4) in a written report to CDFW's

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Regional Representative at least five calendar days prior to the beginning of Covered Activities. The report shall include, but not be limited to, methodology, survey date, and apparent status of each burrow (potential, known, or nesting). If a lapse in project-related work of 14 calendar days or longer occurs in any part of the Project Area, Permittee shall contact the CDFW Regional Representative by email and may be required to conduct additional BUOW burrow surveys and Burrow Map before work may be reinitiated in that part of the Project Area.

6.10.4. Burrow Map. The BUOW Designated Biologist shall provide a KMZ map, and GIS layer file (Attachment 3) to CDFW of all BUOW burrows found during the surveys performed per Condition of Approval 6.10.3. The map shall show details and locations of all BUOW sightings and potential, known, and nesting BUOW burrows as defined in Condition of Approval 6.10.5. The map shall include an outline of the Project Area and a title, north arrow, scale bar, and legend.

6.10.5. Burrowing Owl Burrow Avoidance. The Permittee shall establish no-disturbance buffer zones around known and nesting BUOW burrows according to the following guidelines:

- If a known BUOW burrow (a burrow that shows evidence of current or past use within the last 3 years or is known based on Project observations to have been used in the past) or an "atypical" burrow (e.g., a pipe, culvert, buckled concrete, etc.) showing signs of occupancy (e.g. BUOW presence, whitewash, pellets, prey remains, etc.) is discovered, Permittee shall establish a minimum no-disturbance buffer. A no-disturbance buffer as described in the Mortality Reduction Plan shall be established around known BUOW burrows.
- If a BUOW burrow used for nesting (e.g., known BUOW burrow with indications of the presence of eggs, chicks, dependent young, and/or brooding or egg incubation) is discovered within or immediately adjacent to the Project Area, the Permittee shall follow procedures outlined in the Mortality Reduction Plan.
- If BUOW burrows cannot be avoided as described above, then the Permittee shall follow ITP Conditions of Approval 6.10.1, 6.10.6, and 6.10.7 as appropriate. If BUOW are visibly stressed by the Covered Activities or workers in the vicinity after these no-disturbance buffers are established, all work in the vicinity shall immediately cease and increased no-disturbance buffers will be determined by the BUOW Designated Biologist(s) based on their behavioral observations of the affected BUOW. The Designated Biologist shall report to CDFW any buffers that were increased due to behavioral observations for evaluation and determination of buffer effectiveness.

6.10.6. Burrowing Owl Burrow Exclusion and Excavation. The BUOW Designated Biologist, or Biological Monitor under direct supervision of the Designated Biologist, shall excavate known or potential burrows that exhibit signs of current or past BUOW use or characteristics suggestive of BUOW burrow (including burrows in natural substrate and in/under man-made structures) that cannot be avoided per the Condition of Approval 6.10.5 and that are within the footprint of ground-disturbing activities. Exclusion shall occur outside the breeding season unless otherwise approved by CDFW in advance in writing. Burrows to be destroyed shall be fully excavated, filled with dirt, and compacted to ensure that BUOW cannot reenter or use the burrow during the period that Covered Activities occur in the Project Area. An established BUOW burrow no-disturbance buffer may be removed once the burrow is collapsed and the BUOW(s) is/are no longer using the burrow.

- Potential BUOW burrows (any subterranean hole three inches or larger for which no evidence is present to conclude that the burrow is being used or has been used by a BUOW) without any signs of BUOW use or characteristics suggesting it is a BUOW burrow may be excavated immediately under the direct supervision of the BUOW Designated Biologist without prior camera monitoring.
- Excavation of known BUOW burrows shall only occur after the BUOW Designated Biologist has determined that BUOW is not currently present after 4 consecutive 24-hour periods of monitoring with infrared cameras. BUOW burrows shall be carefully excavated with hand tools, or by mechanical means if a specific methodology is approved in writing by CDFW, until it is clear no individuals of BUOW are inside. If during the excavation process evidence of current use by BUOW is discovered, then burrow excavation shall cease immediately, and camera monitoring as described above shall be conducted/resumed. CDFW will be notified immediately.
- BUOW burrows used for nesting shall not be excavated until biological and camera monitoring confirm that the chicks have fledged and are no longer dependent on the nest and then only after written concurrence from CDFW.

6.10.7. Burrowing Owl Burrow Blockage. If an unoccupied BUOW burrow can be avoided by construction and does not need to be collapsed, but is within a distance of construction to cause significant stress to the BUOW, the Permittee shall block rather than destroy the burrow. The blocked burrow will be unblocked and made available for use after construction is complete. Burrows (including burrows in natural substrate and in/under man-made structures) may be blocked only immediately after the BUOW Designated(s) has conducted four consecutive 24-hour periods of monitoring with infrared camera and determined that BUOW is not currently present. Burrow blockage shall be done in a manner that prevents burrowing animals from digging back into the burrow. All blocked

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burrows shall be monitored by the BUOW Designated Biologist or Biological Monitor at least once a week to ensure that the exclusion material is still intact. If BUOW gains access to the burrow, the Permittee shall contact CDFW immediately and obtain written guidance regarding how to proceed. All blocked burrows shall be unblocked within 48 hours of completion of Construction Covered Activities within the prescribed buffer distance.

6.10.8. Burrowing Owl Injury. If a BUOW is injured or found dead within the vicinity of the Project Area, the Permittee shall notify CDFW of the injury or mortality to CDFW immediately by e-mail as described in Condition of Approval 5.3. The BUOW Authorized Biologist shall follow the BUOW Mortality Reduction Plan to either immediately: transport injured individuals to a CDFW-approved wildlife rehabilitation center or veterinary facility; or follow approved collection and storage procedures for deceased animals. Both options shall be identified per Condition of Approval 6.10.1. Permittee shall bear any cost associated with care and recovery of any injured BUOW adults, nestling(s) or egg(s) and hacking (controlled release of captive reared young).

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

To meet this requirement, the Permittee shall either purchase 597 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 7.2 below OR shall provide for both the permanent protection and management of 597 acres of Habitat Management (HM) lands pursuant to Condition of Approval 7.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 7.4 below. Purchase of Covered Species credits OR permanent protection and funding for perpetual management of HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 8 below for all uncompleted obligations.

7.1. Cost Estimates. For the purposes of determining the Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to complete acquisition, protection, and perpetual management of the HM lands as follows:

7.1.1. Land acquisition costs for HM lands identified in Condition of Approval 7.3 below, estimated at \$4,500.00/acre for 597 acres: **\$2,686,500.00**. Land acquisitions costs are

estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements;

7.1.2. All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in Condition of Approval 7.3.1 and 7.3.2 below: **\$17,440.00**;

7.1.3. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 7.3.6 below, estimated at \$2,000.00/acre for 597 acres: **\$1,194,000.00**; including.

7.1.4. Interim management period funding as described in Condition of Approval 7.3.7 below, estimated at \$600.00/acre for 597 acres: **\$358,200.00**;

7.1.5. Long-term management funding as described in Condition of Approval 7.4 below, estimated at \$1,500.00/acre for 597 acres: **\$895,500.00**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.

7.1.6. 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 7.5, estimated at **\$6,000.00**.

7.1.7. All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to acquisition, protection, and perpetual funding and management of the HM lands and restoration of temporarily disturbed habitat. These costs include but are not limited to the cost of issuing a request for proposals, transaction costs, contract administration costs, and costs associated with monitoring the contractor's work **\$75,000.00**.

7.2. Covered Species Credits. If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 597 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of this ITP if Security is provided pursuant to Condition of Approval 8 below. Prior to purchase of Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittee shall submit to CDFW a copy of the Bill of Sale(s) and Payment Receipt prior to initiating Covered Activities or within 18 months from issuance of this ITP if Security is provided.

7.3. Habitat Management Lands Acquisition and Protection. If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall:

7.3.1. **Fee Title.** Transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.

7.3.2. **Conservation Easement.** If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the “doctrine of merger” could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement.

7.3.3. **HM Lands Approval.** Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project’s impacts on Covered Species;

7.3.4. **HM Lands Documentation.** Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services;

7.3.5. **Land Manager.** Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term

land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.

7.3.6. Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see optional management plan template at <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736>) (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage;

7.3.7. Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management, Covered Species habitat maintenance, Covered Species burrow maintenance, Covered Species monitoring, and trespass control, trash abatement, and annual reporting.

Permittee shall either (1) provide Security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.

7.4. Endowment Fund. If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management

funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with this ITP, the conservation easement, and the management plan required by Condition of Approval 7.3.6. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

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

- 7.4.1. Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended.

Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e).

Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3).

- 7.4.2. Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a Property Analysis Record (PAR)) to

calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). Note that the endowment for the easement holder should not be included in this calculation. The Permittee shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the Endowment Manager.

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

7.4.2.2. Endowment Buffers/Assumptions. Permittee shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:

7.4.2.2.1. 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.

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

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

7.4.3. Transfer Long-term Endowment Funds. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.

7.4.4. Management of the Endowment. 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.

Notwithstanding Probate Code sections 18501-18510, the Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any

agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds.

Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the Endowment to preserve the conservation values of the HM lands, the Endowment Manager shall process that expenditure in accordance with directions from CDFW. The Endowment Manager shall not be liable for any shortfall in the Endowment resulting from CDFW's decision to make such an expenditure.

7.5. Reimburse CDFW. Permittee shall reimburse CDFW for all reasonable costs incurred by CDFW related to issuance and monitoring of this ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, costs incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.

8. Security: The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 7 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

8.1. Security Amount. The Security shall be in the amount of **\$5,232,640.00** or in the amount identified in 7.1 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 7.1 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.

8.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 4) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.

8.3. 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.

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

8.5. Security Transmittal. Permittee shall transmit security to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.

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

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

For Credit Purchase

- Copy of Bill of Sale(s) and Payment Receipt(s) or Credit Transfer Agreement for the purchase of Covered Species credits; and
- Timely submission of all required reports.

For Habitat Management Land Acquisition (HMLA)

- 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 and management plans.

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

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 Permittee as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species or where Project changes or changed biological conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

X. Stop-Work Order:

If CDFW determines the Permittee has violated any term or condition of this ITP or has engaged in unlawful take, CDFW may issue Permittee a written stop-work order instructing the Permittee 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. Permittee shall stop work immediately as directed by

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IMPERIAL SUN SOLAR PROJECT

CDFW upon receipt of any such stop-work order. Upon written notice to Permittee, CDFW may extend any stop-work order issued to Permittee for a period not to exceed 30 additional days.

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

XII. Notices:

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email to CDFW's Regional Representative or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2025-005-06) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Heidi Calvert, Regional Manager
California Department of Fish and Wildlife
3602 Inland Empire Boulevard, Suite C-220
Ontario, CA 91764
Telephone (909) 484-1067
R6CESA@wildlife.ca.gov

and a copy to:

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

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

Eric Weiss, Senior Environmental Scientist (Specialist)

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3602 Inland Empire Blvd. Suite C-220
 Ontario, CA 91764
 Telephone (909) 844-2769
Eric.Weiss@wildlife.ca.gov
R6RenewableEnergy@wildlife.ca.gov

XIII. Compliance with the California Environmental Quality Act:

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, Imperial County. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the VEGA SES 4 Solar Energy Project Environmental Impact Report (EIR), (SCH No.: 2021050018 dated November 2022 that the lead agency certified for the Project on October 24, 2023. At the time Imperial County 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.

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 this Amendment.

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).)

CDFW finds based on substantial evidence in the ITP application, Imperial Sun Solar LLC Renewable Energy Project Environmental Impact Report, the results of 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:

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- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of avoidance zones; (3) worker education; and (4) Quarterly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 597 acres of burrowing owl compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;
- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee's objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

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XV. Attachments:

FIGURE 1	Map of Project
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Resume Form
ATTACHMENT 3	GIS Data Collection Requirement
ATTACHMENT 4	Letter of Credit Form

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ON 09/17/2025

DocuSigned by:

Heidi Calvert

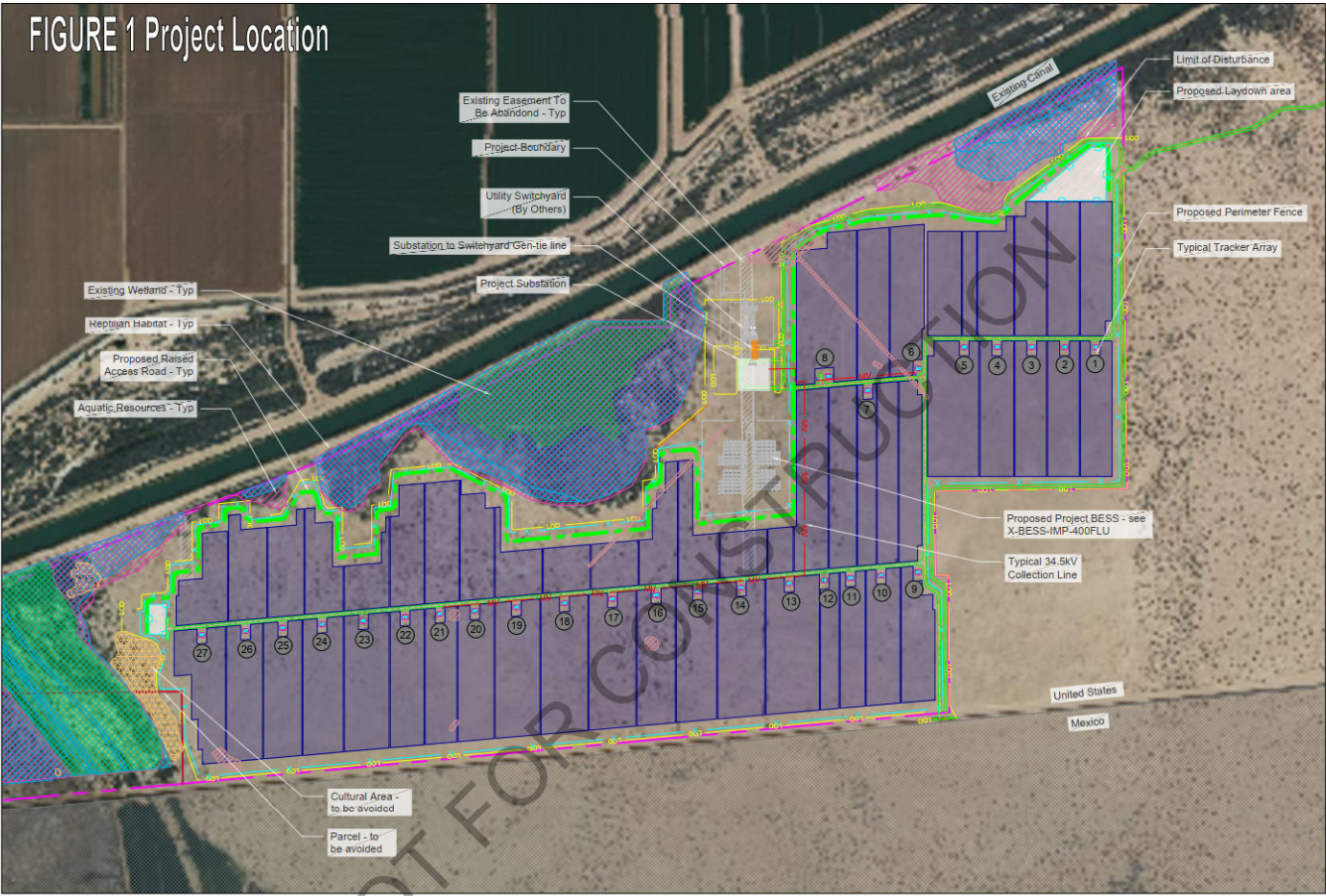
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Heidi Calvert, Regional Manager
Inland Deserts Region

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J:\Depcom Power Dev\CAD - PDE\Opportunities\Atlantic\CA100 Imperial Sun SP-100-S-T-IMP - 3/25/2025 11:11 AM

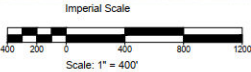
FIGURE 1 Project Location



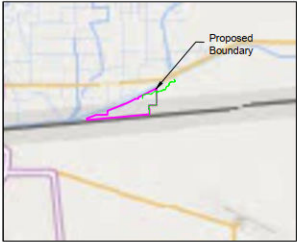
Information used to prepare this drawing		
Item	Source	Date, Revision
Project Boundary	ALTA CAD file provided by client: "06.04 cedar\ALTAs\Habitat\PCS\figr191124"	9/11/2024
CUP/SUP	None	N/A
Constraints	Constraint file provided by client: "2024.11.19_IMPSUN_PV_C_60pctChil_BM-CAD.dwg"	11/19/2024
Geotechnical Report	Geotech Report Prepared by Terracon: Project #: SN235027	10/23/2023
FEMA	Panel: 06025C1125C	9/26/2008
Topographic Survey	Topo file provided by client: "cedar\PROPs\Habitat\PCS\figr191124.dwg"	9/11/2024
Hydrology	None	N/A
Wetlands	National Wetland Database	N/A
POI Location	None	N/A
Aerial Imagery	Bing Map	N/A
ASHRAE	http://ashrae-metco.info/index.php	ASHRAE 2021
Wind Load Source	https://asce7hazardtool.online/	(ASCE 7-16)
Snow Load Source	https://asce7hazardtool.online/	(ASCE 7-16)
Seismic Load Source	https://asce7hazardtool.online/	(ASCE 7-16)
*Files are based on State Plane Coordinate System NAD83		
CAB3-VIF		

Site Plan

Scale: 1" = 400'



AC Capacity at Point of Interconnection: 100.0MWac



Key Map
Scale: 1" = 10,000'

CA100+400b4 Imperial Sun

Holtville, Imperial County, California

Owner/Developer:

Atlantica

Project Site Description:

Latitude: 32.6851°
Longitude: -115.2977°
Elevation: 0 ft min - 55 ft max
Total Site Area - Available: 520.81 ± Acres
Total Buildable Area: 270.57 ± Acres
Total Fenced Acres: 300.92 ± Acres
Total Array Footprint: 257.04 ± Acres

Annual Cooling Design Temp: 111.2° F
Extreme Annual Min DB MeanTemp: 33.3° F (ASHRAE 2021)
Soil Thermal Resistivity Value (Rho): TBD
Soil Max. Temperature: 41.7° C/ 107.0° F
Soil Min. Moisture Content: 2%

Wind Load: 92, Risk Category I
Snow Load: 0psf
Seismic Load: SS= 1.78g, S1= 0.62g

Interconnection Data:

Transmission Provider: IID
Interconnection Voltage: 92kV
Offtaker: IID
Point of Interconnection: 92kV via 250' gen-tie

Legend

- Property Line
- MV
- Underground AC Line
- Overhead AC Line
- OH
- Perimeter Fence
- Existing Overhead Line
- Existing Easement
- Wetlands
- 100-YR FEMA Flood Plain
- LOD Line
- Reptilian Habitat
- Aquatic Resources
- Proposed Raised Access Road
- U.S. - Mexico Border
- Proposed Laydown Area
- Cultural Area to be avoided
- Substation Access Road
- PV Solar Access Road
- Switchyard Access Road
- Arrays Number

Circuit	Number of Arrays	MWdc	MWac	dc/ac Ratio
1	7	28.658	26.487	1.0820
2	7	28.345	26.487	1.0701
3	7	28.407	26.487	1.0725
4	6	24.586	22.703	1.0830
Total Capacity	27	109.996	102.163	1.0767



9185 E PIMA CENTER PARKWAY #100
SCOTTSDALE, AZ 85258
PHONE: (480) 270-6910
WWW.DEPPOWER.COM



CA100+400b4 Imperial Sun
Holtville, Imperial County, California

THIS PRINT IS NOT TO BE USED FOR CONSTRUCTION UNLESS NOTED AND SIGNED "OK FOR CONSTRUCTION" ABOVE LAST REVISION

REV	DATE	DESCRIPTION	BY	CHK	APP
0	03/25/25	Released for Engineering design			

DEPCOM JOB NUMBER: XXXX
PROJECT CODE: IMP
PROJECT DIRECTOR: TBD
PROJECT MANAGER: TBD

SHEET TITLE:
Site Plan

CHECKED BY: DY
DRAWN BY: MA
SCALE: AS NOTED
DRAWING NUMBER:

SP-100-S-T

SHEET 1 OF 5

Attachment 1

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

INCIDENTAL TAKE PERMIT NO. 2081-2025-005-06

PERMITTEE: Imperial Sun Solar, LLC

PROJECT: Imperial Sun Solar Project

PURPOSE OF THIS MMRP

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

OBLIGATIONS OF PERMITTEE

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

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

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

TABLE OF MITIGATION MEASURES

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

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
BEFORE DISTURBING SOIL OR VEGETATION					
1	Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with the ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of the ITP.	ITP Condition # 4.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) and Biological Monitor(s) using the Biologist Resume Form (Attachment 2) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history, and passive exclusion of the Covered Species. The Designated Biologist(s) and Biological Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist(s) and Biological Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Biological Monitor(s) must be changed.	ITP Condition # 4.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
3	Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities.	ITP Condition # 4.9	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
4	Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.	ITP Condition # 4.10	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
5	The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.	ITP Condition # 5.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	

6	6.10.Burrowing Owl-Specific Take Minimization Measures 6.10.1. Burrowing Owl Mortality Reduction Plan. Permittee shall submit a Burrowing Owl (BUOW) Mortality Reduction Plan prepared by an approved BUOW Authorized Biologist to CDFW at least 30 days prior to beginning Covered Activities. Burrow exclusion, burrow excavation, artificial burrow construction, and other relocation activities shall not proceed until this plan has been approved in writing by CDFW. The BUOW Mortality Reduction Plan shall include, but not be limited to: detailed description of survey methodology; detailed burrow exclusion and excavation methods; methods for monitoring BUOW post-exclusion; proposed avoidance buffers based on project activity and disturbance level; proposed Covered Activities that may occur within a reduced buffer request; identification of a wildlife rehabilitation center or veterinary facility capable of and willing to treat injured BUOW or care for at-risk BUOW, BUOW eggs, and/or BUOW chicks; and procedure for collection and storage of BUOW carcasses. The plan should also include a section describing burrow replacement according to Condition of Approval 6.10.2. Only CDFW-approved BUOW Authorized Biologists or personnel following directions from and under the supervision of the BUOW Authorized Biologist, shall handle and transport injured BUOW for treatment or impacted BUOW eggs for salvage. All other BUOW handling is prohibited. The BUOW Mortality Reduction Plan shall also include a separate Operations and Maintenance section that shall include, but not be limited to: a detailed description of survey methodology; a progressive avoidance strategy, passive relocation strategy (if necessary and appropriate), reporting requirements, lighting restrictions, an injured wildlife protocol, identification of a wildlife rehabilitation center or veterinary facility capable of and willing to treat injured BUOW or care for at-risk BUOW, BUOW eggs, and/or BUOW chicks; and procedure for collection and storage of BUOW carcasses. Once the BUOW Mortality Reduction Plan is approved in writing by CDFW, it shall be used for the duration of the ITP unless updated to reflect best available science in which case CDFW will contact the Permittee to discuss needed updates. Every 5 years following execution of the ITP, the BUOW Mortality Reduction Plan shall be reviewed by the Permittee and CDFW. Permittee shall revise the BUOW Mortality Reduction Plan based on the best available science, and as CDFW deems appropriate. Any proposed changes to the BUOW Mortality Reduction Plan shall be submitted, in writing, to CDFW and approved in writing prior to the implementation of any proposed modifications. 6.10.2. Burrowing Owl Burrow Replacement. Permittee shall replace each known BUOW burrow (as defined in Condition of Approval 6.10.5) that cannot be avoided within the Project Area with an artificial burrow to compensate for the loss of important shelter used by BUOW for protection, reproduction, and escape from predators. The BUOW Burrow Replacement section within the BUOW Mortality Reduction Plan shall include, but not be limited to: a discussion and map of potential artificial burrow replacement locations; description of the replacement burrow design and dimensions (e.g., depth and width of burrow, width of burrow entrance, orientation of burrow entrance, number and placement of entrances to natal burrows); artificial burrow installation methods; and long-term artificial burrow protection and maintenance methods; and timing of BUOW installation/construction.	ITP Condition # 6.10	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
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	6.10.3. Burrowing Owl Pre-Construction Surveys and Reporting. The BUOW Designated Biologist(s) shall conduct surveys to identify, flag, and map all potential, known, and/or nesting burrows (as defined in Condition of Approval 6.10.3) within 30 calendar days prior to beginning Covered Activities in each work area or phase. Surveys shall include the Project Area and 500 feet (where feasible) beyond the limits of the Project Area, unless otherwise approved in advance and in writing by CDFW. If the BUOW Designated Biologist identifies any potential, known, or nesting BUOW burrows, the burrow(s) shall be monitored following the Conditions of Approval 6.10.6 and 6.10.7 unless avoided per Condition of Approval 6.10.5. Permittee shall provide the preconstruction survey results with a Burrow Map (see Condition of Approval 6.10.4) in a written report to CDFW's Regional Representative at least five calendar days prior to the beginning of Covered Activities. The report shall include, but not be limited to, methodology, survey date, and apparent status of each burrow (potential, known, or nesting). If a lapse in project-related work of 14 calendar days or longer occurs in any part of the Project Area, Permittee shall contact the CDFW Regional Representative by email and may be required to conduct additional BUOW burrow surveys and Burrow Map before work may be reinitiated in that part of the Project Area. 6.10.4. Burrow Map. The BUOW Designated Biologist shall provide a KMZ map, and GIS layer file (Attachment 3) to CDFW of all BUOW burrows found during the surveys performed per Condition of Approval 6.10.3. The map shall show details and locations of all BUOW sightings and potential, known, and nesting BUOW burrows as defined in Condition of Approval 6.10.5. The map shall include an outline of the Project Area and a title, north arrow, scale bar, and legend. 6.10.5. Burrowing Owl Burrow Avoidance. The Permittee shall establish no-disturbance buffer zones around known and nesting BUOW burrows according to the following guidelines: •If a known BUOW burrow (a burrow that shows evidence of current or past use within the last 3 years or is known based on Project observations to have been used in the past) or an "atypical" burrow (e.g., a pipe, culvert, buckled concrete, etc.) showing signs of occupancy (e.g. BUOW presence, whitewash, pellets, prey remains, etc.) is discovered, Permittee shall establish a minimum no-disturbance buffer. A no-disturbance buffer as described in the Mortality Reduction Plan shall be established around known BUOW burrows. •If a BUOW burrow used for nesting (e.g., known BUOW burrow with indications of the presence of eggs, chicks, dependent young, and/or brooding or egg incubation) is discovered within or immediately adjacent to the Project Area, the Permittee shall follow procedures outlined in the Mortality Reduction Plan. •If BUOW burrows cannot be avoided as described above, then the Permittee shall follow ITP Conditions of Approval 6.10.1, 6.10.6, and 6.10.7 as appropriate. If BUOW are visibly stressed by the Covered Activities or workers in the vicinity after these no-disturbance buffers are established, all work in the vicinity shall immediately cease and increased no-disturbance buffers will be determined by the BUOW Designated Biologist(s) based on their behavioral observations of the affected BUOW. The Designated Biologist shall report to CDFW any buffers that were increased due to behavioral observations for evaluation and determination of buffer effectiveness.				
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6.10.6. Burrowing Owl Burrow Exclusion and Excavation. The BUOW Designated Biologist, or Biological Monitor under direct supervision of the Designated Biologist, shall excavate known or potential burrows that exhibit signs of current or past BUOW use or characteristics suggestive of BUOW burrow (including burrows in natural substrate and in/under man-made structures) that cannot be avoided per the Condition of Approval 6.10.5 and that are within the footprint of ground-disturbing activities. Exclusion shall occur outside the breeding season unless otherwise approved by CDFW in advance in writing. Burrows to be destroyed shall be fully excavated, filled with dirt, and compacted to ensure that BUOW cannot reenter or use the burrow during the period that Covered Activities occur in the Project Area. An established BUOW burrow no-disturbance buffer may be removed once the burrow is collapsed and the BUOW(s) is/are no longer using the burrow. •Potential BUOW burrows (any subterranean hole three inches or larger for which no evidence is present to conclude that the burrow is being used or has been used by a BUOW) without any signs of BUOW use or characteristics suggesting it is a BUOW burrow may be excavated immediately under the direct supervision of the BUOW Designated Biologist without prior camera monitoring. •Excavation of known BUOW burrows shall only occur after the BUOW Designated Biologist has determined that BUOW is not currently present after 4 consecutive 24-hour periods of monitoring with infrared cameras. BUOW burrows shall be carefully excavated with hand tools, or by mechanical means if a specific methodology is approved in writing by CDFW, until it is clear no individuals of BUOW are inside. If during the excavation process evidence of current use by BUOW is discovered, then burrow excavation shall cease immediately, and camera monitoring as described above shall be conducted/resumed. CDFW will be notified immediately. •BUOW burrows used for nesting shall not be excavated until biological and camera monitoring confirm that the chicks have fledged and are no longer dependent on the nest and then only after written concurrence from CDFW. 6.10.7. Burrowing Owl Burrow Blockage. If an unoccupied BUOW burrow can be avoided by construction and does not need to be collapsed, but is within a distance of construction to cause significant stress to the BUOW, the Permittee shall block rather than destroy the burrow. The blocked burrow will be unblocked and made available for use after construction is complete. Burrows (including burrows in natural substrate and in/under man-made structures) may be blocked only immediately after the BUOW Designated(s) has conducted four consecutive 24-hour periods of monitoring with infrared camera and determined that BUOW is not currently present. Burrow blockage shall be done in a manner that prevents burrowing animals from digging back into the burrow. All blocked burrows shall be monitored by the BUOW Designated Biologist or Biological Monitor at least once a week to ensure that the exclusion material is still intact. If BUOW gains access to the burrow, the Permittee shall contact CDFW immediately and obtain written guidance regarding how to proceed. All blocked burrows shall be unblocked within 48 hours of completion of Construction Covered Activities within the prescribed buffer distance. 6.10.8. Burrowing Owl Injury. If a BUOW is injured or found dead within the vicinity of the Project Area, the Permittee shall notify CDFW of the injury or mortality to CDFW immediately by e-mail as described in Condition of Approval 5.3. The BUOW Authorized Biologist shall follow				
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	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	the BUOW Mortality Reduction Plan to either immediately: transport injured individuals to a CDFW-approved wildlife rehabilitation center or veterinary facility; or follow approved collection and storage procedures for deceased animals. Both options shall be identified per Condition of Approval 6.10.1. Permittee shall bear any cost associated with care and recovery of any injured BUOW adults, nestling(s) or egg(s) and hacking (controlled release of captive reared young).				

7	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 from implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the protected acreage required to provide for adequate compensation. To meet this requirement, the Permittee shall either purchase 597 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 7.2 below OR shall provide for both the permanent protection and management of 597 acres of Habitat Management (HM) lands pursuant to Condition of Approval 7.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 7.4 below. Purchase of Covered Species credits OR permanent protection and funding for perpetual management of HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of the ITP if Security is provided pursuant to Condition of Approval 8 below for all uncompleted obligations. 7.1. Cost Estimates. For the purposes of determining the Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to complete acquisition, protection, and perpetual management of the HM lands as follows: 7.1.1. Land acquisition costs for HM lands identified in Condition of Approval 7.3 below, estimated at \$4,500.00/acre for 597 acres: \$2,686,500.00. Land acquisitions costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements; 7.1.2. All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in Condition of Approval 7.3.1 and 7.3.2 below: \$17,440.00; 7.1.3. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 7.3.6 below, estimated at \$2,000.00/acre for 597 acres: \$1,194,000.00; including. 7.1.4. Interim management period funding as described in Condition of Approval 7.3.7 below, estimated at \$600.00/acre for 597 acres: \$358,200.00; 7.1.5. Long-term management funding as described in Condition of Approval 7.4 below, estimated at \$1,500.00/acre for 597 acres: \$895,500.00. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management. 7.1.6. 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	ITP Condition # 7.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
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	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 7.5, estimated at \$6,000.00. 7.1.7. All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to acquisition, protection, and perpetual funding and management of the HM lands and restoration of temporarily disturbed habitat. These costs include but are not limited to the cost of issuing a request for proposals, transaction costs, contract administration costs, and costs associated with monitoring the contractor's work \$75,000.00.				
8	If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 597 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of the ITP if Security is provided pursuant to Condition of Approval 8 below. Prior to purchase of Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittee shall submit to CDFW a copy of the Bill of Sale(s) and Payment Receipt prior to initiating Covered Activities or within 18 months from issuance of the ITP if Security is provided.	ITP Condition # 7.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

9	If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall: 7.3.1. Fee Title. Transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended. 7.3.2. Conservation Easement. If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the "doctrine of merger" could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement. 7.3.3. HM Lands Approval. Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species; 7.3.4. HM Lands Documentation. Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services; 7.3.5. Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.	ITP Condition # 7.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
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	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	7.3.6. Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see optional management plan template at https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736) (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage; 7.3.7. Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management, Covered Species habitat maintenance, Covered Species burrow maintenance, Covered Species monitoring, and trespass control, trash abatement, and annual reporting. Permittee shall either (1) provide Security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.				

10	If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in the ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with the ITP, the conservation easement, and the management plan required by Condition of Approval 7.3.6. Endowment as used in the ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by the ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended. After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with the ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment. 7.4.1. Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended. Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3). 7.4.2. Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a Property Analysis Record (PAR)) to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). Note that the endowment for the easement holder should not be	ITP Condition #7.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
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	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	included in this calculation. The Permittee shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the Endowment Manager. 7.4.2.1. Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees. 7.4.2.2. Endowment Buffers/Assumptions. Permittee shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment: 7.4.2.2.1. 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events. 7.4.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding. 7.4.2.2.3. Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW. 7.4.3. Transfer Long-term Endowment Funds. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above. 7.4.4. Management of the Endowment. 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 the ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended. Notwithstanding Probate Code sections 18501-18510, the Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds. Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the Endowment to preserve the conservation values of the HM lands, the Endowment Manager shall process that expenditure in accordance with directions from CDFW. The Endowment Manager shall not be liable for any shortfall in the Endowment resulting from CDFW's decision to make such an expenditure.				

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
11	Permittee shall reimburse CDFW for all reasonable costs incurred by CDFW related to issuance and monitoring of the ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, costs incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.	ITP Condition #7.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
12	The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 7 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:	ITP Condition #8	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
13	The Security shall be in the amount of \$5,232,640.00 or in the amount identified in 7.1 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 7.1 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.	ITP Condition #8.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
14	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.	ITP Condition #8.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
15	The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of the ITP, whichever occurs first.	ITP Condition #8.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
16	The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.	ITP Condition #8.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
17	Permittee shall transmit security to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.	ITP Condition #8.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
18	The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of the ITP.	ITP Condition #8.6	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
DURING CONSTRUCTION					
19	Legal Compliance: Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of the ITP or adopted thereafter.	ITP Condition # 1	Entire Project	Permittee	
20	Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Draft Environmental Impact Report (SCH No.: 2021050018) certified by Imperial County on October 24, 2023, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).	ITP Condition # 2	Entire Project	Permittee	
21	Permittee shall fully implement and adhere to the conditions of the ITP within the time frames set forth below and as set forth in this Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to the ITP.	ITP Condition # 3	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
22	To ensure compliance with the Conditions of Approval of the ITP, the Designated Biologist shall immediately stop any activity that does not comply with the ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee 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. Permittee 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 the ITP.	ITP Condition # 4.3	Entire Project	Permittee	
23	Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the 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 the ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.	ITP Condition # 4.4	Entire Project	Permittee	
24	The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of the ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.	ITP Condition # 4.5	Entire Project	Permittee	
25	Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition # 4.6	Entire Project	Permittee	
26	Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.	ITP Condition # 4.7	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
27	Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.	ITP Condition # 4.8	Entire Project	Permittee	
28	Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 4.11 of the ITP.	ITP Condition # 4.12	Entire Project	Permittee	
29	Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 4.13	Entire Project	Permittee	
30	Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in the ITP.	ITP Condition # 4.14	Entire Project	Permittee	
31	Permittee shall, to the greatest extent feasible, avoid impacts/disturbances to sensitive plants, plant communities, and animals within the Project Area. In addition, Permittee shall avoid, to the maximum extent practicable, impacts/disturbance to perennial, native vegetation within the Project Area. To the maximum extent practicable, Permittee shall limit access-related Covered Activities to "drive and crush" rather than vegetation removal or grubbing.	ITP Condition # 4.16	Entire Project	Permittee	
32	Permittee shall prohibit Project personnel and any other individual associated with the Project from bringing any firearms or dogs on the Project Area during Covered Activities, except those in the possession of authorized security personnel or local, state, or federal law enforcement officials, dogs that may be used to aid in official and approved monitoring procedures/protocols, or service dogs under Title II and Title III of the Americans with Disabilities Act.	ITP Condition # 4.17	Entire Project	Permittee	
33	The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of the ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in the ITP and/or this MMRP. The Designated Representative shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with the ITP and suggested measures to remedy the situation.	ITP Condition # 5.2	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
34	The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections a minimum of three times a day (once during the onset of the day's work, once mid-day, and once at the conclusion of that day's work), following periods of inactivity, until 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 the ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. Incidental Covered Species observations following the completion of clearing, grubbing, or grading shall be reported to CDFW within 48 hours to determine if subsequent compliance monitoring is warranted. The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by the ITP. 5.3.1.1. Compliance Monitoring During O&M. Compliance monitoring shall be performed in accordance with the CDFW-approved BUOW Mortality Reduction Plan identified in Condition of Approval 6.10.1. Once all construction is complete any ground disturbing work, vegetation removal, or vegetation trimming shall have a Designated Biologist(s) on-site to monitor those activities for the term of the ITP.	ITP Condition # 5.3	Entire Project	Permittee	
35	The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 5.3 into a Quarterly Compliance Report and submit it to CDFW along with a copy of this MMRP table with notes showing the current implementation status of each mitigation measure. Quarterly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of the ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of the ITP's approval, the CDFW Regional Representative is Eric Weiss (eric.weiss@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition # 5.4	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
36	Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of the ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year identified in Condition of Approval 5.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in this MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; and (6) information about other Project impacts on the Covered Species.	ITP Condition # 5.5	Entire Project	Permittee	
37	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.	ITP Condition # 5.6	Entire Project	Permittee	
38	Permittee 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 by emailing the CDFW Regional representative at eric.weiss@wildlife.ca.gov and R6CESA@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, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.	ITP Condition # 5.8	Entire Project	Permittee	
39	Permittee shall only use herbicides containing a harmless dye and registered with the California Department of Pesticide Regulation (DPR). All herbicides shall be applied in accordance with regulations set by DPR. All herbicides shall be used according to labeled instructions. Labeled instructions for the herbicide used shall be made available to CDFW upon request. No herbicide application when winds are greater than five (5) miles per hour.	ITP Condition # 6.1	Entire Project	Permittee	
40	Permittee shall not use rodenticides and/or insecticides on the Project Area without prior written permission from CDFW. Permittee shall not use any second-generation anticoagulant rodenticide (brodifacoum, bromadiolone, difethialone, and difenacoum) on the Project Area. Permittee shall not use any first-generation anticoagulant rodenticide (diphacinone, chlorophacinone, and warfarin) on the Project Area without prior written permission from CDFW.	ITP Condition # 6.2	Entire Project	Permittee	
41	Permittee shall remove all hardened concrete and other loose debris in areas that need to be cleared by slowly removing stored material starting from the top and working down to ground level, rather than scooping from the ground up. This method will minimize the possibility of harming a Covered Species using the debris as shelter and will allow them to escape.	ITP Condition # 6.3	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
42	The Designated Biologist shall inspect any pipes, culverts, or similar structures with a diameter greater than 3 inches and less than 8 inches aboveground for Covered Species before the material is moved, buried, or capped. The Designated Biologist(s) and/or Biological Monitor(s) shall inspect all open holes and trenches within Covered Species habitat at a minimum of twice a day and just prior to backfilling. At the end of each workday during construction, Permittee shall place an escape ramp at each end of trenches to allow any animals that may have become trapped in the trench to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees. If any worker discovers that Covered Species have become trapped, they shall halt Covered Activities and notify the Biological Monitor(s) and/or Designated Biologist(s) immediately. Project workers and the Biological Monitor(s) and/or Designated Biologist(s) shall allow the Covered Species to escape unimpeded if possible, or an Designated Biologist(s) approved under Condition of Approval 4.2 of the ITP shall move the Covered Species out of harm's way before allowing work to continue.	ITP Condition # 6.4	Entire Project	Permittee	
43	All work within 300 feet of the Covered Species shall immediately stop if burrowing owl is observed during Covered Activities, and the observation shall be immediately reported to the Authorized Biologist(s). Covered Activities shall not resume until the Authorized Biologist(s) and/or Biological Monitor(s) has verified the Covered Species has left the Project Area OR an Authorized Biologist(s) approved under Condition of Approval 4.2 of the ITP relocates the Covered Species as described in the ITP or passively relocates as described in the BUOW Mortality Reduction Plan. The Designated Representative shall notify CDFW of any Covered Species observations within the Project Area. Notification shall occur as described in Condition of Approval 5.3 within 48 hours. Notification and the written report shall include the date, location, and circumstances of the observation, the name of the Authorized Biologist(s) that relocated the individual, pictures, map and shapefiles with the location (including GPS coordinates) where the individual was moved.	ITP Condition # 6.5	Entire Project	Permittee	
44	To minimize the risk of ensnaring and strangling Covered Species, Permittee shall not use erosion control materials containing synthetic (e.g., plastic or nylon) monofilament netting. Geotextiles, fiber rolls, and other erosion control measures shall be made of loose-weave mesh, such as jute, coconut (coir) fiber, or other products without welded weaves. Permittee shall use erosion control materials composed entirely of natural-fiber biodegradable materials. Permittee shall not use plastic "photodegradable" erosion control materials.	ITP Condition # 6.6	Entire Project	Permittee	
45	A Designated Biologist(s) and/or Biological Monitor(s) shall be present during all Covered Activities that occur outside a permanent fenced area during the construction period. During the operations and maintenance period of the Project, an Authorized Biologist(s) shall be on-site to address any compliance-related issues.	ITP Condition # 6.8	Entire Project	Permittee	
POST-CONSTRUCTION					
46	Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.	ITP Condition # 4.15	Post-construction	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
47	No later than 45 days after completion of all mitigation measures performed during the construction period, Permittee 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 this MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of the ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.	ITP Condition # 5.7	Post-construction	Permittee	
48	Permittee shall develop an Invasive Plant Management Plan focused on controlling or eradicating existing invasive plants within the project site and preventing the introduction of new nonnative and invasive plants into the project site. The Plan shall include a list of plant species targeted for control or eradication, a description of the methods that will be used for control or eradication, a list of Best Management Practices to prevent the introduction and spread of invasive plant species into and out of the project site, monitoring requirement, success criteria, and a rapid response plan in the event that a new plant species invades the project site. The Plan shall be implemented during Covered Activities and monitored for the time specified in the Plan. The Plan shall be submitted to CDFW for review and approval no later than 30 days prior to the commencement of Covered Activities.	ITP Condition # 6.7	Post-construction	Permittee	
49	Plantings and seed mix shall be approved by CDFW prior to application. Plantings and seed mix shall be comprised of only native plant material from the same geographic range as the Project.	ITP Condition # 6.9	Post-construction	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
50	The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by: For Credit Purchase • Copy of Bill of Sale(s) and Payment Receipt(s) or Credit Transfer Agreement for the purchase of Covered Species credits; and • Timely submission of all required reports. For Habitat Management Land Acquisition (HMLA) • 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 and management plans. Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of the ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.	ITP Condition # 8.7	Post-mitigation fulfillment	CDFW	

**BIOLOGIST RESUME**

Project Name: Imperial Sun, LLC Solar Project
LSA Agreement/ITP Number(s): 2081-2025-025-06

COVER SHEET

SUBMIT EACH RESUME AS A SEPARATE DOCUMENT

Name	Requested Role(s) ¹	Species/Resource(s)

This form requests information about the qualifications of the Qualified Biologist, Designated Biologist and Biological Monitor specified in California Endangered Species Act Incidental Take Permits (ITP) and Lake or Streambed Alteration (LSA) Agreements issued by California Department of Fish and Wildlife (CDFW). **Completing this form will ensure the receipt of adequate information and expedite CDFW review of qualifications.**

¹ Requested roles correspond to the biological staffing requirements indicated in the Lake and Streambed Alteration (LSA) Agreement or California Endangered Species Act Incidental Take Permit (ITP). Roles may include a "Qualified Biologist" or "Designated Biologist" with the necessary experience to survey for special status species, or a "Biological Monitor" with the necessary experience to monitor construction activities for special status species. An individual may request more than one role.

**BIOLOGIST RESUME**

Project Name: Imperial Sun, LLC Solar Project
LSA Agreement/ITP Number(s): 2081-2025-025-06

SECTION I. NAME AND CONTACT INFORMATION

Name:	Title:
Company Name & Address:	
Phone:	Email:

SECTION II. EDUCATION

College/University, Degree Name and Type Related to Natural Resource Science (e.g., BS in ecology), and Dates of Attendance:

Other Relevant Workshops & Training:

SECTION III. ROLE(S) AND PERMIT REQUIREMENTS

Requested Role(s):

Relevant LSA Agreement Measures or ITP Conditions²:

SECTION IV. SPECIES AND RESOURCE EXPERIENCE – SUMMARY

This section summarizes experience by special status species and other resource. Use one row for each species or other resource where surveys or special protections are required in the CESA ITP or LSA Agreement for which biologist approval is requested.³ If more space is needed, add rows to this table. Provide details in Section V.

Species or Resource	Number of Field Seasons & Hours, Life Stages Observed Provide project details in Section 5	Life History Knowledge Describe formal workshops & training with dates, or informal training details	CDFW SCP, MOU, & USFWS 10a1a Authorization Number & Authorized Activities This form does not fulfill SCP, MOU, & USFWS 10a1a reporting requirements
Insert Species or Resource 1	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:
Insert Species or Resource 2	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:
Insert Species or Resource 3	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:

² List all measures and conditions from the LSA Agreement or ITP requiring biological staff (i.e., Qualified Biologist, Designated Biologist, or Biological Monitor).

³ Often LSA Agreements/ITPs require surveys and other protections for multiple species and other resources. Include only those for which the biologist has experience and is requesting approval.



BIOLOGIST RESUME

Project Name: Imperial Sun, LLC Solar Project
LSA Agreement/ITP Number(s): 2081-2025-025-06

SECTION V. SPECIES AND RESOURCE EXPERIENCE – DETAILS

This section details experience from the three most recent and relevant projects for each species and resource identified in Section IV. If more space is needed, attach additional pages in the same table format (i.e., copy/paste format).

SPECIES OR RESOURCE 1:

Project 1 Name & Location:

Project Start Date:

Project End Date:

LSA Agreement, ITP, or Other Agency Permit Number:

Role(s)⁴:

Survey Type(s)⁵:

Construction Monitoring⁶

Days:

Activities:

Species Life Stages Observed & Handled, Number of Each

Company Name, Professional Reference Name, Phone, Email:

Life Stage:

Number Observed:

Number Handled:

Reported to

CNDDB⁷ (Y/N):

If not reported to CNDDB, why:

CDFW and Other Agency Email:

Project 2 Name & Location:

Project Start Date:

Project End Date:

LSA Agreement, ITP, or Other Agency Permit Number:

Role(s):

Survey Type(s):

Construction Monitoring:

Days:

Activities:

Species Life Stages Observed & Handled, Number of Each

Company Name, Professional Reference Name, Phone, Email:

Life Stage:

Number Observed:

Number Handled:

Reported to

CNDDB (Y/N):

⁴ Insert the role as described in the associated LSA Agreement, ITP or other agency permit. If these permits were not issued, describe the role based on the duties, e.g., "lead biologist with handling authorization" or "biological monitor."

⁵ For example, pre-construction survey or description of the protocol or guideline followed.

⁶ Include the number of days and describe the types of activities monitored (e.g., heavy equipment operation).

⁷ CNDDB is the abbreviation for California Natural Diversity Database.



State of California - Department of Fish and Wildlife

BIOLOGIST RESUME

DFW 820 (NEW 07/21/22) Page 4 of 7

Project Name: Imperial Sun, LLC Solar Project
LSA Agreement/ITP Number(s): 2081-2025-025-06

If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	
Project 3 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	
Additional Information:	
SPECIES OR RESOURCE 2:	
Project 1 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	

**BIOLOGIST RESUME**

Project Name: Imperial Sun, LLC Solar Project
 LSA Agreement/ITP Number(s): 2081-2025-025-06

Project 2 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDB, why:	
CDFW and Other Agency Email:	
Project 3 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDB, why:	
CDFW and Other Agency Email:	
SPECIES OR RESOURCE 3:	
Project 1 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	

**BIOLOGIST RESUME**

Project Name: Imperial Sun, LLC Solar Project
 LSA Agreement/ITP Number(s): 2081-2025-025-06

Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	
Project 2 Name & Location:	
Project Start Date:	End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	
Project 3 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring:	

**BIOLOGIST RESUME**

DFW 820 (NEW 07/21/22) Page 7 of 7

Project Name: Imperial Sun, LLC Solar Project
LSA Agreement/ITP Number(s): 2081-2025-025-06

Days: Activities:	
Species Life Stages Observed & Handled, Number of Each Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDB, why:	
CDFW and Other Agency Email:	

GIS data collection condition for mitigation sites.

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

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

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

[Financial institution letterhead]

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

Issue Date: **[date]**

Beneficiary:

California Department of Fish and Wildlife
Habitat Conservation Planning Branch
Post Office Box 944209
Sacramento, CA 94244-2090
Attn: HCPB Contract Coordinator

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

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

Dear Sirs:

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

which is attached hereto, at our office located at [***name and address of financial institution***].

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

Conservation Planning Branch, Post Office Box 944209, Sacramento, CA 94244-2090, Attn: HCPB Contract Coordinator; and (ii) for the Applicant: [***name and address of applicant***].

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

[***Name of financial institution***]

By: _____
Name: _____
Title: _____
Telephone: _____

ATTACHMENT A

CERTIFICATE FOR DRAWING

[*CDFW Letterhead*]

[*Date*]

[*Name and address of financial institution*]

Re: Irrevocable Standby Letter of Credit No. [*number issued by financial institution*]

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

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

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

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

[*Insert one of the following:* "Director" **or** "General Counsel" **or** "Regional Manager, [*Name of Regional Office*]" **or** "Chief, Habitat Conservation Planning Branch"]

ATTACHMENT B

CERTIFICATE FOR CANCELLATION

[**CDFW Letterhead**]

[**Date**]

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

Re: Irrevocable Standby Letter of Credit No. [**number issued by financial institution**]

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

1. [**Insert one of the following statements:** "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. CDFW therefore requests the cancellation of the Credit.

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

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

[**Insert one of the following:** "Director" **or** "General Counsel" **or** "Regional Manager, [**Name of Regional Office**]" **or** "Chief, Habitat Conservation Planning Branch"]