



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

California Endangered Species Act  
Incidental Take Permit No. 2081-2025-047-06

**DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE 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 take<sup>1</sup> of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.<sup>2</sup> 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:** Heber Field Company  
**Principal Officer:** Elizabeth Helms, Corporate Secretary  
**Contact Person:** Elizabeth Helms, (775) 356-9029 x32368  
**Mailing Address:** 947 Dogwood Road  
Heber, CA 92249  
[ehelms@ormat.com](mailto:ehelms@ormat.com)

**Permittee:** Second Imperial Geothermal Company  
**Principal Officer:** Elizabeth Helms, Corporate Secretary  
**Contact Person:** Elizabeth Helms, (775) 356-9029 x32368  
**Mailing Address:** 855 Dogwood Road  
Heber, CA 92249  
[ehelms@ormat.com](mailto:ehelms@ormat.com)

<sup>1</sup>Pursuant 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”].)

<sup>2</sup>The 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.

**Permittee:** OrHeber 3 LLC  
**Principal Officer:** Elizabeth Helms, Corporate Secretary  
**Contact Person:** Elizabeth Helms, (775) 356-9029 x32368  
**Mailing Address:** 855 Dogwood Road  
Heber, CA 92249  
[ehelms@ormat.com](mailto:ehelms@ormat.com)

**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 **December 31, 2028**, for Covered Activities associated with the construction of the Project, or upon completion of construction, whichever comes first; and **January 1, 2059**, for Covered Activities associated with the operations and maintenance of the Project.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittees' obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittees' Final Mitigation Report required by Condition of Approval 5.9 of this ITP.

**III. Project Location:**

The Dogwood Geothermal Energy Project, Heber 2 Parasitic Solar Energy Project, and Heber Field Company Geothermal Wells and Pipeline Project (collectively, Project) are located on assessor parcel numbers (APNs) 054-250-031, 059-020-001, and 054-250-017 within Imperial County. The Project is located approximately 1 mile south of the City of Heber jurisdictional limit and approximately 0.5 miles west from the City of Calexico jurisdictional limit (Figure 1). The approximate center coordinates of the Project are 32.70716, -115.52953.

**IV. Project Description:**

The Project includes the construction, operations, and maintenance of a geothermal energy production unit, isopentane storage tanks, cooling tower, substation, parasitic solar photovoltaic (PV) facilities, medium voltage (MV) interconnection line, three geothermal production wells, one injection well, and a geothermal fluid pipeline (Figure 2). The Project will develop approximately 120 acres of land; approximately 6.08 acres is within the existing Heber 2 Geothermal Energy Complex and approximately 113.7 acres is outside of the existing Heber 2 Geothermal Energy Complex.

Project activities included as Covered Activities in this ITP:

Incidental Take Permit  
No. 2081-2025-047-06  
HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

Parasitic Solar PV Facilities

A 7 MW solar PV facility will provide supplemental/auxiliary energy directly to the Dogwood geothermal energy production unit. A 15 MW solar PV facility will provide supplemental/auxiliary energy directly to the existing Heber 2 geothermal energy production unit. The energy produced by both solar PV facilities will not enter the transmission grid; they are classified as “behind-the-meter.” The solar PV facilities will effectively reduce the margin between gross and net geothermal energy generation, allowing for the more efficient generation of geothermal energy and allowing more geothermal energy to enter the grid. The energy generated by the solar PV facility will be collected by an on-site XMD and switch and transmitted along an MV interconnection cable line (approximately 0.3 mile) along APN 059-020-001.

Site preparation for the proposed solar PV facilities will include clearing, earthwork, sloping to remove residual water, and grading. Clearing will include the removal of organic material, stumps, brush, and slash, which will either be removed and taken to a dump site or left on the Project site. Topsoil will be stripped to a depth of 18 inches and salvaged, as feasible. Salvaged topsoil (and cleared organic material, stumps, brush, and slash, if saved) will be stockpiled for use during final reclamation of disturbed areas. Minor excavation and compaction activities will be required. Soil that has been stockpiled on the Project site during excavation and is free of debris and deleterious matter will be used as backfill material.

Medium Voltage Interconnection Line

The energy generated by the solar PV facilities will be collected at an on-site XMD and switch on the western edge of the solar PV facilities adjacent to South Dogwood Road. The energy will be transmitted along an underground MV interconnection cable line running north approximately 0.3 miles along the western edge of APN 059-020-001 and over the Central Main Canal via an existing canal pipeline crossing. To cross Dogwood Road, the line will either be buried under the road or spanned on two wood monopoles overhead.

Site preparation for the MV interconnection line clearing and grading. If the MV interconnection line is strung, the monopoles will require holes to be augured on both sides of Dogwood Road and reinforced with concrete. A truck-mounted drill rig and crane will then install the monopoles. After the line is strung overhead, no additional earthwork will be required to connect the line to the existing geothermal pipeline or cross the canal into the existing Heber 2 Geothermal Energy Complex.

If the MV interconnection line is buried under Dogwood Road, directional boring is required to create the underground conduit. This will require a truck-mounted drilling vehicle, a small excavator, and trucks. Once the line is buried, it will surface on the western side of Dogwood Road where it will be attached to an existing geothermal pipeline that runs to the existing Heber 2 Geothermal Energy Complex.

Incidental Take Permit  
No. 2081-2025-047-06

**HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT**

### Geothermal Production Wells

Three geothermal production wells will be constructed within APNs 059-020-001 and 054-250-017. As the geothermal production wells flow geothermal fluid to the surface, the injection well will inject geothermal fluid from the geothermal energy production unit back into the geothermal reservoir.

During the construction of the geothermal production wells, well pads will be constructed to accommodate a drilling rig, support equipment, portable bathroom, baker tanks, and vehicles. Each well pad will require a 200-foot by 200-foot (40,000 square feet) area to be cleared and fenced with chain-link security fencing. Clearing will include the removal of organic material, stumps, brush, and slash, which will either be removed and taken to a dump site or left on the Project site. Topsoil will be stripped to a depth of 18 inches and salvaged during the construction of the well pads, as feasible. Salvaged topsoil (and cleared organic material, stumps, brush, and slash, if saved) will be stockpiled on the well pads for use during final reclamation of disturbed areas. Minor excavation and compaction activities will be required to ensure stable and level surfaces for the drill rig and support equipment. Soil that has been stockpiled on the Project site during excavation and is free of debris and deleterious matter will be used as backfill material. Stormwater runoff from the undisturbed areas around the well pads will be directed into ditches surrounding the well pad and back onto undisturbed ground. The well pad sites will be graded to prevent fugitive stormwater runoff off the well pads and will withstand a 100-year storm event.

Each geothermal production well will be drilled with a rotary drill rig. The geothermal production wells will each be drilled and cased to a depth of approximately 5,000 feet. Following the cementing of the surface casing, blowout prevention equipment will be installed. During drilling operations, a minimum of 10,000 gallons of cool water and 12,000 pounds of inert, non-toxic barite (barium sulfate) will be stored at each well pad for use in preventing uncontrolled well flow, as necessary.

Once the geothermal production wells are completed, a well head will be installed and connected to the pipeline network to convey geothermal fluids. A motor control building will be installed next to the well head to provide system controls, sensors, and treatment systems.

### Geothermal Fluid Pipeline

Approximately 4,500 feet (0.85 miles) of geothermal fluid production pipeline will be installed on APN 059-020-001. This new segment of pipeline will connect to an existing pipeline collection point that will deliver the geothermal brine to the proposed Dogwood geothermal energy production unit. The geothermal production well on APN 054-250-017 will connect to the existing pipeline segment adjacent to the proposed well pad. The geothermal fluid pipeline will be used to transport geothermal fluid from the production wells to the power plants.

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

Construction of the geothermal fluid pipeline network will begin by vertically auguring 24-inch diameter holes about three to five feet deep, at approximately 30-foot intervals along the proposed geothermal fluid pipeline route. Two holes for pipeline supports will be drilled at each anchor point. Material removed from the holes will be cast on the ground adjacent to each hole. Steel pipe sleepers will be placed in the holes and concrete will fill the hole slightly above the ground surface. After the anchor points are installed, approximately 30-foot-long steel pipe sections will be placed along the proposed geothermal fluid pipeline corridor. A small crane will lift the pipe sections onto the pipe supports and temporary pipe jacks where the pipe sections will be welded together into a continuous pipeline. Once welded and the welds tested, the pipe will be jacketed with insulation and an aluminum sheath that will be appropriately colored to blend with the surroundings.

When completed, the top of the new geothermal fluid pipeline will average three to four feet above the ground surface. Electrical power and instrumentation cables for the geothermal production wells will then either be installed in steel conduit constructed along the new geothermal fluid pipeline or hung by cable from pipe along the new geothermal fluid pipeline route.

Operations and Maintenance

Once the solar PV facilities, geothermal production and injection wells, geothermal fluid pipeline, and MV interconnection line are constructed, no full-time employees will be located on the Project site. The entire geothermal energy facilities will be monitored and controlled remotely, and maintenance will be performed as needed. Up to 1-2 workers will be on the Project site every two weeks, or two vehicle trips per month, to clean, check the security, and maintain the solar PV facilities, geothermal production and injection wells, geothermal fluid pipeline, and MV interconnection line. Vegetation management, such as weed trimming, will occur, but no ground disturbing activities will occur as a part of any routine operations or maintenance activities. Cleaning and maintenance will occur bi-weekly.

Project activities not included as Covered Activities in this ITP:

Geothermal Energy Production Unit (within existing Heber 2 Geothermal Energy Complex)

The Dogwood geothermal energy production unit proposed for the Project is the ORMAT Energy Converter (OEC) unit, which is a two-turbine combined cycle binary unit that operates on a subcritical Rankine cycle, with isopentane as the motive fluid. The OEC system consists of a generator, turbines, a vaporizer, air cooled condensers, preheaters and recuperators, and an evacuation skid/vapor recovery maintenance unit for purging and maintenance events. The design capacity for the unit is 25 megawatts (MW) (net).

The proposed Dogwood geothermal energy production unit will be located within the existing Heber 2 Geothermal Energy Complex fence line. The Heber 2 Geothermal Energy Complex is an active power

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

generation station. Minimal earthwork will be required to develop the components within the Heber 2 Geothermal Energy Complex fenceline. Site preparation activities will be limited to laying gravel, rolling/compacting, and light excavation.

Isopentane Storage Tanks (within existing Heber 2 Geothermal Energy Complex)

Two double-walled 20,000-gallon above-ground storage tanks will be installed for motive fluid (isopentane) storage. Safety and fire prevention measures will be installed on/near the storage tanks, including the following actions:

- Concrete foundations with blast walls separating the tank from the OEC.
- An automated water suppression system.
- Concrete containment areas.
- Two flame detectors, which will immediately detect any fire and immediately trigger the automatic fire suppression system.
- A gas detector, which will immediately detect any isopentane leak and notify the control room, which will be manned 24 hours a day, 7 days a week.

The proposed isopentane storage tanks will be located within the existing Heber 2 Geothermal Energy Complex fenceline. Site preparation activities will be limited to minimal earthwork, such as laying gravel, rolling/compacting, and light excavation.

Cooling Tower (within existing Heber 2 Geothermal Energy Complex)

A cooling tower array will perform air-cooling operations of the geothermal fluid. The cooling tower will include a series of heat-absorbing evaporators and condensers to capture and transfer heat stored in the geothermal fluid. No water is necessary.

The proposed cooling tower will be located within the existing Heber 2 Geothermal Energy Complex fenceline. Site preparation activities will be limited to minimal earthwork, such as laying gravel, rolling/compacting, and light excavation.

Substation (within existing Heber 2 Geothermal Energy Complex)

A new substation is required to step up the low voltage electrical energy generated at the proposed geothermal energy production unit to the higher voltage required for commercial transmission. The new substation will connect directly to the existing point of interconnection with the Imperial Irrigation District controlled grid; no upgrades to off-site transmission facilities are necessary. The substation will include a 13.8 kilovolt (kV) circuit breaker to protect the electric generator, a minimum of 80 megavolt ampere 13.8 kV/115 kV transformer, and 115 kV potential and current transformers for metering and system protection. A main control building will contain instrumentation and telecommunications equipment located within the Heber 2 Geothermal Energy Complex. The substation footprint will measure up to 145 feet by 66 feet and will be surrounded by

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

an eight-foot-tall chain link fence with vehicle and personnel access gates. The surface of the substation will be covered by gravel, and the substation equipment will be placed onto concrete foundations.

The proposed substation will be located within the existing Heber 2 Geothermal Energy Complex fenceline. Site preparation activities will be limited to minimal earthwork, such as laying gravel, rolling/compacting, and light excavation.

**Geothermal Injection Well (within existing Heber 2 Geothermal Energy Complex)**

The injection well will be installed within the existing Heber 2 Geothermal Energy Complex fenceline, immediately next to the proposed Dogwood geothermal energy production unit. Site preparation activities limited to minimal earthwork, such as laying gravel, rolling/compacting, light excavation, and drilling.

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

This ITP covers the following species:

<u>Name</u>	<u>CESA Status</u> <sup>3</sup>
1. Western burrowing owl ( <i>Athene cunicularia hypugaea</i> )	Candidate <sup>4</sup>

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 construction of temporary and permanent Project facilities and structures; vegetation clearing and grubbing; grading, leveling, and compaction; drilling, trenching, and/or excavation; fencing installation; pile driving; operation of vehicles and heavy equipment; noise, vibration, and dust generating activities; operations and maintenance activities, such as vegetation management, equipment repairs/replacement, and cleaning of Project components; 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; collision with lines, fencing, or other structures; crushing or burial of individuals or eggs in burrows; destruction of burrows; and nest abandonment caused by increased construction-related or

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

<sup>4</sup>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 (Fish & G. Code, § 2050 et seq.; California Regulatory Notice Register 2024, No. 43-Z, p. 1400; Fish & Game Code, § 2074.2.).

operations and maintenance-related disturbances. 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 areas where authorized take of the Covered Species is expected to occur include: the solar energy facilities, medium voltage interconnection line, geothermal production well pads and wells, and geothermal fluid pipeline (collectively, the Project Area). This ITP does not authorize take of Covered Species inside the existing Heber 2 Geothermal Energy Complex, including the activities related to the geothermal energy production unit, isopentane storage tanks, cooling tower, substation, and injection well.

The Project is expected to cause the permanent loss of 113.7 acres of habitat for the Covered Species. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include stress resulting from relocation activities and noise and vibrations from ground-disturbing activities and heavy machinery; long-term effects due to increased light, noise, pollution, and human disturbance; displacement from preferred habitat; increased competition for food and space; reduced prey availability; 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 Permittees, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species except for capture and relocation of Covered Species as authorized by this ITP.

**VIII. Conditions of Approval:**

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

- 1. Legal Compliance:** Permittees shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
- 2. CEQA Compliance:** Permittees shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Environmental Impact Report (SCH

Incidental Take Permit  
No. 2081-2025-047-06  
HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

No.: 2024010510) certified by County of Imperial on August 5, 2025, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).

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

**4. General Provisions:**

**4.1. Designated Representative.** Before starting Covered Activities, Permittees shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittees shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.

**4.2. Designated Biologist(s) and Biological Monitor(s).** Permittees 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. Permittees shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history, and identification of Covered Species signs. Additionally, the Designated Biologist(s) shall have experience with all tasks required to be completed by the Designated Biologist for the Covered Species in this ITP and associated Burrowing Owl Mortality Reduction Plan. 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. Permittees 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. Permittees shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittees shall not enter into any

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

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.

- 4.4. Veterinarian(s) and Wildlife Rehabilitation Facility.** Permittees shall identify veterinarian(s) and a wildlife rehabilitation facility for the Covered Species. Permittees shall obtain written confirmation from the veterinarian(s) and wildlife rehabilitation facility that they will accept injured Covered Species for treatment. Written confirmation shall also contain the veterinarian’s and wildlife rehabilitation facility’s contact information and location. Permittees shall provide a copy to CDFW before starting Covered Activities. The contact information and location of the veterinarian(s) and wildlife rehabilitation facility shall be on site for the Authorized Biologist(s) during Covered Activities.
- 4.5. Education Program.** Permittees shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittees shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittees shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually until this ITP expires for long-term and/or permanent employees that will be conducting work in the Project Area.
- 4.6. Biological Monitoring Documentation.** The Designated Biologist(s) and Biological Monitor(s) shall maintain construction and operations and maintenance-monitoring documentation on-site in either hard copy or digital format throughout the term of this ITP, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittees shall ensure a copy of the biological monitoring documentation is available for review at the Project site upon request by CDFW.

Incidental Take Permit  
No. 2081-2025-047-06

**HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT**

- 4.7. Trash Abatement.** Permittees shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittees shall ensure that trash and food items are contained in animal-proof containers and removed daily intervals to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 4.8. Dust Control.** Permittees shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittees shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 4.9. Erosion Control Materials.** Permittees 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.
- 4.10. Delineation of Property Boundaries.** Before starting Covered Activities, Permittees shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittees shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittees shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area. Materials used shall not encourage raptor perching near Covered Species burrows.
- 4.11. Delineation of Habitat.** Before starting Covered Activities, Permittees 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.
- 4.12. Project Access.** Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittees shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittees shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittees determine construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 4.13. Staging Areas.** Permittees shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

using, to the extent possible, previously disturbed areas. Additionally, Permittees shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 4.12 of this ITP.

- 4.14. Hazardous Waste.** Permittees shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittees shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 4.15. CDFW Access.** Permittees shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittees' control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 4.16. Refuse Removal.** Upon completion of Covered Activities, Permittees shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

**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 Permittees are not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative 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. Notifying Procedures.** The Permittees or the Designated Representative shall provide all required notifications in this ITP by sending an email to the CDFW Regional Representative, Lily Mu ([Lily.Mu@wildlife.ca.gov](mailto:Lily.Mu@wildlife.ca.gov)), and as described in the Notices section of this ITP. All notifications shall be submitted via email to the Regional Representative and shall include the following information: ITP Number, the ITP Condition number that the notification is

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

addressing, any necessary photos or attachments, and the name and phone number of the Designated Biologist(s) and/or Biological Monitor(s) (if applicable).

**5.4. Compliance Monitoring During Construction.** The Designated Biologist(s) shall be on-site daily when Covered Activities related to construction occur. The Designated Biologist(s) shall conduct compliance inspections a minimum of three times per day (once during the onset of the day's work, once midday, and once at the conclusion of that day's work) or as otherwise specified by this ITP and associated Covered Species plans. 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.

The Designated Representative or Designated Biologist(s) 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.

**5.5. Compliance Monitoring During Operations and Maintenance.** During the operations and maintenance period, the Designated Biologist(s) and/or Biological Monitor(s) shall be on-site daily when ground or vegetation disturbing Covered Activities occur and for quarterly monitoring of occupied Covered Species burrows. The Designated Biologist(s) and/or Biological Monitor(s) shall conduct compliance inspections of ground and vegetation-disturbing Covered Activities a minimum of once per day or as otherwise specified by this ITP and associated Covered Species plans. The Designated Biologist(s) and/or Biological Monitor(s) 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 Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

**5.6. Quarterly Compliance Report.** The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 5.4 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 Lily Mu ([Lily.Mu@wildlife.ca.gov](mailto:Lily.Mu@wildlife.ca.gov)) and Headquarters CESA Program email is [CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov). CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittees in writing of the new reporting schedule.

**5.7. Annual Status Report.** Permittees shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year identified in Condition of Approval 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; (6) an accounting of the number of acres subject to both temporary, if any, and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; (7) information about other Project impacts on the Covered Species; and (8) Covered Species monitoring results as required by the Burrowing Owl Mortality Reduction Plan.

During the operations and maintenance period, each ASR shall also include the type and location of ground disturbing activities from repairs and/or maintenance, including vegetation management, if any.

**5.8. CNDDDB Observations.** The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Quarterly Compliance Report or ASR, whichever is submitted first relative to the observation.

**5.9. Final Mitigation Report.** No later than 45 days after completion of all mitigation measures, Permittees shall provide CDFW with a Final Mitigation Report. The Designated Biologist

Incidental Take Permit  
No. 2081-2025-047-06  
HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

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.

- 5.10. Notification of Take, Injury, or Nest Abandonment.** Permittees shall immediately notify the Designated Biologist(s) if a Covered Species is taken or injured by a Covered Activity or Project-related activity, if a Covered Species is found dead or injured within the vicinity of the Project Area, or if eggs or nestlings are found in a nest that has been abandoned as a result of Covered Activities or Project-related activities within the vicinity of the Project Area. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (909) 484-0167. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittees shall send CDFW a written report within two calendar days. The report shall include the common and scientific name, the date and time of the finding or incident, observer name and contact information, geo-referenced location of the animal or carcass (Project name, ITP number, County, GPS location, and GPS datum), sex (if known), life stage/age class (if known), a photograph (if possible), explanation as to cause of take or injury, and any other pertinent information.
- 5.11. Status of Injured Individual(s).** If a Covered Species is discovered injured by a Covered Activity or Project-related activity within the vicinity of the Project Area, the Designated Biologist(s) or Designated Representative shall provide CDFW weekly updates on the status of the veterinarian's and/or wildlife rehabilitation facility's treatment of the individual(s).
- 5.12. Future Take or Injury Prevention.** The Permittees shall develop and include measures that will be implemented to prevent or minimize future take or injury of Covered Species in all reports provided under Condition of Approval 5.10.

**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. For the purposes of the Conditions of Approvals below, Covered Species burrows are defined as:

Incidental Take Permit  
No. 2081-2025-047-06

**HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT**

**Known Burrow:** A known Covered Species burrow is a burrow that shows evidence of current or past use within the last three years or is known based on Project observations to have been used in the past which includes natural and “atypical” burrows (e.g., a pipe, culvert, buckled concrete, etc.).

**Potential Burrow:** Any subterranean hole 8cm or larger for which no evidence is present to conclude that the burrow is being used or has been used by a Covered Species.

**Nesting Burrow:** A nesting Covered Species burrow is a known burrow with indications of the presence of eggs, chicks, dependent young, and/or evidence of adult courtship behavior, brooding or egg incubation.

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

- 6.1. Burrowing Owl Mortality Reduction Plan.** The Permittees shall submit a Burrowing Owl Mortality Reduction Plan prepared by approved Designated Biologist(s) to CDFW at least 30 days prior to beginning Covered Activities. Burrow scoping, burrow exclusion, burrow excavation, burrow collapsing, artificial burrow construction, and other relocation activities shall not proceed until this plan has been approved in writing by CDFW. The Burrowing Owl Mortality Reduction Plan shall include, but not be limited to: detailed description of survey methodology, including the time and date of survey(s), survey area with buffer, and statuses of previously identified suitable burrows; detailed burrow exclusion and excavation methods; methods for monitoring Covered Species pre- and post-exclusion; proposed avoidance buffers based on Covered Activities and disturbance level; proposed Covered Activities that may occur within a buffer reduction request; identification of a wildlife rehabilitation facility or veterinary facility capable of and willing to treat injured Covered Species or care for at-risk Covered Species, Covered Species eggs, and/or Covered Species chicks per Condition of Approval 4.4; and procedure for collection and storage of Covered Species carcasses. The plan should also include 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 artificial burrow installation/construction. Only CDFW-approved Designated Biologist(s) or personnel following directions from and under the supervision of Designated Biologist(s), shall handle and transport injured Covered Species for treatment or impacted Covered Species eggs for salvage. All other Covered Species handling is prohibited.

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

Once the Burrowing Owl 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 Permittees to discuss needed updates. Any changes proposed by the Permittees to the Burrowing Owl Mortality Reduction Plan shall be submitted, in writing, to CDFW and approved in writing prior to the implementation of any proposed modifications.

**6.2. Burrow Replacement.** The Permittees shall replace each known Covered Species burrow (as defined above) that cannot be avoided within the Project Area with an artificial burrow to compensate for the loss of important shelter used by Covered Species for protection, reproduction, nesting, and escape from predators. Artificial burrows shall be constructed prior to any burrow exclusion activities.

**6.3. Pre-Construction Surveys and Reporting.** The Designated Biologist(s) shall conduct pre-construction surveys in the entire Project Area to identify, flag, and map all potential, known, and/or nesting Covered Species burrows (as defined above) within 45 calendar days prior to beginning Covered Activities. 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. Surveys shall be conducted as detailed within Appendix D of the Staff Report on Burrowing Owl Mitigation (CDFG 2012). Pre-construction surveys shall be completed using 7 meter transects, or less when adjusting for vegetation height and density. If the Designated Biologist(s) identifies any potential, known, or nesting Covered Species burrow(s), the burrow(s) shall be monitored following Conditions of Approval 6.6 and 6.7, unless avoided per Condition of Approval 6.5.

If the Designated Biologist(s) identifies any potential, known, or nesting Covered Species burrows, no-disturbance buffer zones shall be established per Condition of Approval 6.5. Permittees shall provide the pre-construction survey results with a Burrow Complex Map (Condition of Approval 6.4) 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, the Permittees shall contact the CDFW Regional Representative by email and may be required to conduct additional surveys before work can be reinitiated in that part of the Project Area.

**6.4. Burrow Complex Map.** The Designated Biologist(s) shall provide a KMZ map to CDFW of all burrows found during the pre-construction surveys performed per Condition of Approval

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

6.3. The map shall be at a scale of 1:24,000 or finer to show details and shall show locations of all Covered Species sightings and labeled if sightings were known burrows, nesting burrows, potential burrows, occupied burrows, satellite burrows, areas of concentrated burrows, and Covered Species sign. Locations documented by use of GPS coordinates must be collected in NAD83 datum. The map shall include an outline of the Project Area and a title, north arrow, scale bar, and legend.

If a lapse in Project-related work of 14 calendar days or longer occurs, the Permittees shall contact the CDFW Regional Representative by email and may be required to provide an updated Burrow Complex Map before work may be reinitiated.

**6.5. Burrow Avoidance.** For any potential Covered Species burrows that remain onsite, the Permittees shall establish no-disturbance buffer zones as described in the Burrowing Owl Mortality Reduction Plan around known (including roosting and satellite burrows) and nesting Covered Species burrows according to the following guidelines:

- 6.5.1. If a known Covered Species burrow is discovered, the Permittees shall establish a minimum no-disturbance buffer as described in the Burrowing Owl Mortality Reduction Plan.
- 6.5.2. If a nesting Covered Species burrow is discovered within or immediately adjacent to the Project Area, the Permittees shall follow procedures outlined in the Burrowing Owl Mortality Reduction Plan.
- 6.5.3. If Covered Species burrows cannot be avoided as described above, the Permittees shall implement procedures outlined in the Burrowing Owl Mortality Reduction Plan and Conditions of Approval 6.6, and 6.7 as appropriate. Covered Species burrows that cannot be avoided shall be replaced with artificial burrows per Condition of Approval 6.2.
- 6.5.4. If Covered Species individuals 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 Designated Biologist(s) based on their behavioral observations of the affected Covered Species. The Designated Biologist(s) shall report to CDFW any buffers that were increased due to behavioral observations for evaluation and determination of buffer effectiveness.
- 6.5.5. The Permittees shall change the method of marking the no disturbance buffer if corvids, raptors, or other predators are observed perching on marking materials. The

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

Permittees shall limit the materials necessary to mark the no-disturbance buffer to that which is necessary for identification of the site. The Permittees shall delineate the no-disturbance buffer with different materials than those used to delineate the Project Area.

6.5.6. The buffers prescribed above shall not be reduced or otherwise modified below the minimum distance as described in the Burrowing Owl Mortality Reduction Plan without the prior written approval of CDFW. If the Designated Biologist(s) determine(s) that specific Covered Activities are not likely to affect Covered Species individuals using known or nesting Covered Species burrows due to the nature of the specific Covered Activities and/or due to objects or topography that might reduce potential noise disturbance or obstruct view of the Covered Activities from the nest, then the Designated Biologist(s) may email a written request to CDFW to reduce the buffer distance, along with documented observational data for a buffer reduction request. CDFW will review each buffer reduction request on a case-by-case basis and provide a determination in response to each buffer reduction request in writing. CDFW may request additional and/or ongoing biological monitoring prior to approving a buffer reduction request. Written approval from CDFW is required before a buffer distance may be reduced to allow for Covered Activities to occur.

**6.6. Burrow Exclusion and Excavation.** Permittees shall avoid excluding or destroying any known or potential Covered Species burrows unless they are in an area of direct development and ground disturbance (e.g., grading areas, excavation areas) or their location poses a risk of direct harm to Covered Species individuals. Exclusion shall follow the procedures of the Burrowing Owl Mortality Reduction Plan. Burrows that are outside of direct impact areas shall not be excluded or destroyed to avoid the buffer requirements described in this ITP or Burrowing Owl Mortality Reduction Plan. Exclusion shall occur outside the breeding season unless otherwise approved by CDFW in advance in writing.

After exclusion, the Designated Biologist(s), assisted by an additional Designated Biologist or Biological Monitor(s), under direct supervision of the Designated Biologist(s), shall excavate known or potential Covered Species burrows that exhibit signs or current or past use or characteristics suggestive of a Covered Species burrow (including burrows in natural substrate and in/under man-made structures) that cannot be avoided per the Condition of Approval 6.5 and are within the footprint of ground-disturbing activities. Burrows shall be carefully hand excavated with hand tools, until it is certain no individuals of Covered Species are inside. Each burrow excavation shall require two biologists (two Designated Biologists or an Authorized Biologist assisted by a Biological Monitor). The Designated Biologist shall scope the burrow to determine the depth and structure, then excavate the burrow while periodically stopping to scope, while the second biologist maintains constant

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

line of site in the burrow. The Designated Biologist(s) shall use piping to stabilize the burrow to prevent collapsing until the entire burrow has been excavated and it can be determined that no Covered Species are occupying the burrow. Burrows to be destroyed shall be fully excavated to the end of the chamber and any tunnels, filled with dirt or soil, and compacted to ensure that Covered Species cannot reenter or use the burrow during the period that Covered Activities occur in the Project Area. An established no-disturbance buffer around a burrow may be removed once the burrow is collapsed and the Covered Species(s) is/are no longer using the burrow. A period of at least 7 days is required after the collapse of burrows before Covered Activities in the area can begin.

- 6.6.1. Potential Covered Species burrows without any signs of Covered Species use or characteristics suggesting it is a Covered Species burrow may be scoped and excavated immediately without prior camera monitoring.
  - 6.6.2. Excavation of known Covered Species burrows shall only occur after the Designated Biologist(s) has determined that the Covered Species is not currently present after four consecutive 24-hour periods of monitoring with infrared cameras. If during the excavation process, evidence of current use by Covered Species is discovered, then burrow excavation shall cease immediately, entrance stabilized, and camera monitoring as described above shall be conducted/resumed. CDFW shall be notified immediately.
  - 6.6.3. Covered Species burrows used for nesting shall not be excavated until biological and camera monitoring confirm that the chicks have fledged, are foraging independently, and are no longer dependent on the nest, and then only after written concurrence from CDFW.
- 6.7. Burrow Blockage.** If an unoccupied Covered Species 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 Covered Species, the Permittees may request to block rather than destroy the burrow, with written approval from CDFW. The blocked burrow will be unblocked and made available for use after construction is complete. 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 Designated Biologist(s) or Biological Monitor(s) at least once daily to ensure that the exclusionary material is still intact. If Covered Species gains access to the burrow, the Designated Biologist(s) or Designated Representative shall contact CDFW immediately and obtain written guidance regarding how to proceed. All blocked burrows shall be unblocked within 48 hours of completion of Covered Activities within the prescribed buffer distance.

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

**6.8. Entrapment Inspections.** Any pipes or similar structures with a diameter greater than 8 centimeters shall be stored horizontally and inspected for Covered Species individuals and eggs by the Designated Biologist(s) and/or Biological Monitor(s) 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. If any worker discovers that a Covered Species individual has become trapped, they shall halt Covered Activities and notify the Designated Biologist(s) and/or Biological Monitor(s) immediately. Project workers and the Designated Biologist(s) and/or Biological Monitor(s) shall allow the Covered Species to escape unimpeded if possible, or the Designated Biologist(s) approved under Condition of Approval 4.2 shall move the Covered Species out of harm's way before allowing work to continue.

**6.9. Artificial Nighttime Lighting.** Throughout construction and the lifetime operations of the Project, Permittees shall eliminate all nonessential lighting throughout the Project Area and avoid or limit the use of artificial light at night during the hours of dawn and dusk when many wildlife species are most active. Permittees shall ensure that all lighting for the Project is fully shielded, cast downward and directed away from surrounding open-space, burrows or Covered Species habitat, and agricultural areas, reduced in intensity to the greatest extent possible, and does not result in lighting trespass, including glare, into surrounding areas or upward into the night sky (see the International Dark-Sky Association standards at <http://darksky.org/>). Permittees shall ensure use of lighting with a correlated color temperature of 3,000 Kelvins or less.

**6.10. Covered Species Injury and Nest Abandonment.** If a Covered Species is injured or found dead or nestling(s) or egg(s) are found in a nest that has been abandoned as a result of Covered Activities or Project-related activities within the vicinity of the Project Area, the Designated Biologist(s) shall immediately notify the CDFW Regional Representative. If a Covered Species individual is found injured, the Designated Biologist(s) shall immediately transport the injured individual to a CDFW-approved wildlife rehabilitation facility or veterinary facility. The Permittees shall identify the facility before starting Covered Activities.

If nestling(s) or egg(s) are abandoned, the Designated Biologist(s) shall recover the nestling(s) or egg(s) and immediately take them to a CDFW-approved wildlife rehabilitation facility or veterinary facility.

The initial notification to CDFW shall include information regarding the location, species, number of animals taken injured, or abandoned and, if injured, the facility to which the individual was transported. Following initial notification, the Permittees shall send the CDFW Regional Representative a written report within two calendar days per Condition of

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

Approval 5.10. Status updates on the treatment of the injured Covered Species individual shall be provided to CDFW per Condition of Approval 5.11.

Permittees shall bear any costs associated with the care, treatment, and recovery of any injured Covered Species adults, abandoned nestling(s) or egg(s), and release and hacking (controlled release of captive reared young). Release and/or hacking location(s) shall be approved by CDFW prior to release of the Covered Species.

- 6.11. Covered Species Observations.** If a Covered Species is observed during Covered Activities, all work within 300 feet of the Covered Species shall immediately stop and the observation shall be immediately reported to the Designated Biologist(s) and/or Biological Monitor(s). Covered Activities shall not resume until the Designated Biologist(s) and/or Biological Monitor(s) has verified the Covered Species has left the Project Area, a Designated Biologist(s) approved under the Condition of Approval 4.2 of this ITP establishes a buffer for the Covered Species, or a Designated Biologist(s) approved under the Condition of Approval 4.2 of this ITP relocates the Covered Species as described in this ITP and Burrowing Owl Mortality Reduction Plan, OR the Designated Biologist(s) can observe the Covered Species to ensure take or disturbance to the individual will not occur as a result of Covered Activities. 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 24 hours. Notification and the written report shall include the date, location, and circumstances of the observation, the name of the Designated Biologist(s), action taken for the individual, pictures, maps, and shapefiles with the location (including GPS coordinates) as specified in the Burrowing Owl Mortality Reduction Plan.
- 6.12. Herbicides.** Permittees shall not use herbicides on the Project Area without prior written permission from CDFW. If approved by CDFW, Permittees 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 shall occur when winds are greater than five (5) miles per hour.
- 6.13. Rodenticides and Insecticides.** Permittees shall not use rodenticides and/or insecticides on the Project Area.
- 6.14. Anti-perching Devices or Perch Deterrents.** If the MV interconnection line is strung on monopoles, anti-perching devices or perch deterrents shall be installed on the monopoles to prevent raptor or corvid perching. Anti-perching devices or perch deterrents typically

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

consist of triangle-shaped, cone-shaped, or spike-type structures mounted on pole tops or horizontal beams.

**6.15. Removal of Clearing Debris.** To prevent raptor or corvid perching, debris from clearing activities (organic material, stumps, brush, and slash) shall be removed from the Project Area within 24 hours of clearing activities. Salvaged topsoil and other organic material stockpiled for final reclamation of disturbed areas shall be kept away from ditches, canals, and potential or known Covered Species burrows.

**7. Habitat Management Land Acquisition and Restoration:** CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result 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 Permittees shall either purchase 225.42 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 225.42 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 \$16,000.00/acre for 225.42 acres: **\$3,606,720**. 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;**

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

- 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 225.42 acres: **\$450,840**;
  - 7.1.4. Interim management period funding as described in Condition of Approval 9.3.7 below, estimated at **\$600.00/acre** for 225.42 acres: **\$135,252**;
  - 7.1.5. Long-term management funding as described in Condition of Approval 7.4 below, estimated at \$3,100.00/acre for 225.42 acres: **\$698,802**. 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 Permittees elect to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittees shall purchase 225.42 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 10 below. Prior to purchase of Covered Species credits, Permittees shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittees 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 Permittees elect to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittees shall:

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

- 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 Permittees 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. Permittees 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

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

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 Permittees 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, vegetation and invasive species management signage replacement, and monitoring the population of the Covered Species.

Permittees shall either (1) provide Security to CDFW for the minimum of three years of interim management that the land owner, Permittees, 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 Permittees elect to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittees 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, Permittees shall provide long-term management funding

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

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, Permittees 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.

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

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

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

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

**8.1. Security Amount.** The Security shall be in the amount of **\$4,990,054** or in the amount identified in Condition of Approval 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 (Attachment 3) 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.

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

- 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. Permittees 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 Permittees have 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 Permittees after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:

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.

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.

Even if Security is provided, the Permittees 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 Permittees 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 Permittees do 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 Permittees as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

or where Project changes or changed biological conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

**X. Stop-Work Order:**

If CDFW determines the Permittees have violated any term or condition of this ITP or has engaged in unlawful take, CDFW may issue Permittees a written stop-work order instructing the Permittees to suspend any Covered Activity for an initial period of up to 30 days or risk suspension or revocation of this ITP. CDFW can issue a stop-work order to prevent or remedy a violation of this ITP, including but not limited to the failure to comply with reporting or monitoring obligations, or to prevent the unauthorized take of any CESA endangered, threatened, or candidate species, regardless of whether that species is a Covered Species under this ITP. Permittees shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittees, CDFW may extend any stop-work order issued to Permittees for a period not to exceed 30 additional days.

If Permittees fail 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. Liability:**

All terms and conditions of this ITP shall be binding upon each Permittee. Notwithstanding California Civil Code section 1431 or any other provision of law, each Permittee shall be jointly and severally liable for performance of all terms, conditions, and obligations of this ITP and shall be jointly and severally liable for any unauthorized take or other violations of this ITP, whether committed by Permittees or any person acting on behalf of one or more Permittees, including their officers, employees, representatives, agents or contractors and subcontractors. Any failure by one or more Permittees to comply with any term, condition, or obligation herein shall be deemed a failure to comply by all Permittees.

**XII. Compliance with Other Laws:**

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

**XIII. Notices:**

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently

Incidental Take Permit  
No. 2081-2025-047-06  
HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

provide the Permittees. Notices, reports, and other communications shall reference the Project name, Permittees, and ITP Number (2081-2025-047-06) 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 Blvd, Suite C-220  
Ontario, CA 91764  
Telephone (760) 614-5098  
[Heidi.Calvert@wildlife.ca.gov](mailto:Heidi.Calvert@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](mailto:CESA@wildlife.ca.gov)

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

Lily Mu, Senior Environmental Scientist (Specialist)  
3602 Inland Empire Blvd, Suite C-220  
Ontario, CA 91764  
Telephone (909) 544-2521  
[Lily.Mu@wildlife.ca.gov](mailto:Lily.Mu@wildlife.ca.gov)

**XIV. Compliance with the CEQA:**

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, County of Imperial. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Final Environmental Impact Report Dogwood Geothermal Energy Project: Dogwood Geothermal Energy Project (CUP No. 23-0020), Heber 2 Solar Energy Project (CUP No. 23-0021), Heber Field Company Geothermal Wells & Pipeline Project (CUP No.23-0022) (SCH No.: 2024010510) dated May 2025 that the County of Imperial certified for Dogwood Geothermal Energy Project, Heber 2 Parasitic Solar Energy Project, and Heber Field

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

Company Geothermal Wells and Pipeline Project on August 5, 2025. At the time the lead agency certified the EIR and approved the Project it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

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

**XV. 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, subs. (a)-(b), 783.5, subd. (c)(2).)

CDFW finds based on substantial evidence in the ITP application, Final Environmental Impact Report Dogwood Geothermal Energy Project: Dogwood Geothermal Energy Project (CUP No. 23-0020), Heber 2 Solar Energy Project (CUP No. 23-0021), Heber Field Company Geothermal Wells & Pipeline Project (CUP No.23-0022), the consultations on February 27, 2025, April 3, 2025, and October 3, 2025, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of avoidance zones; (3) worker education; and (4) 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 225.42 acres of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the

Incidental Take Permit  
No. 2081-2025-047-06

**HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT**

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 Permittees' objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittees have ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittees as necessary to avoid jeopardy and as required by law.

**XVI. Attachments:**

FIGURE 1	Project Location
FIGURE 2	Project Components
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Resume Form
ATTACHMENT 3	Letter of Credit Form

Incidental Take Permit  
No. 2081-2025-047-06

HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT

**ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ON 02/20/2026.**

DocuSigned by:

*Heidi Calvert*

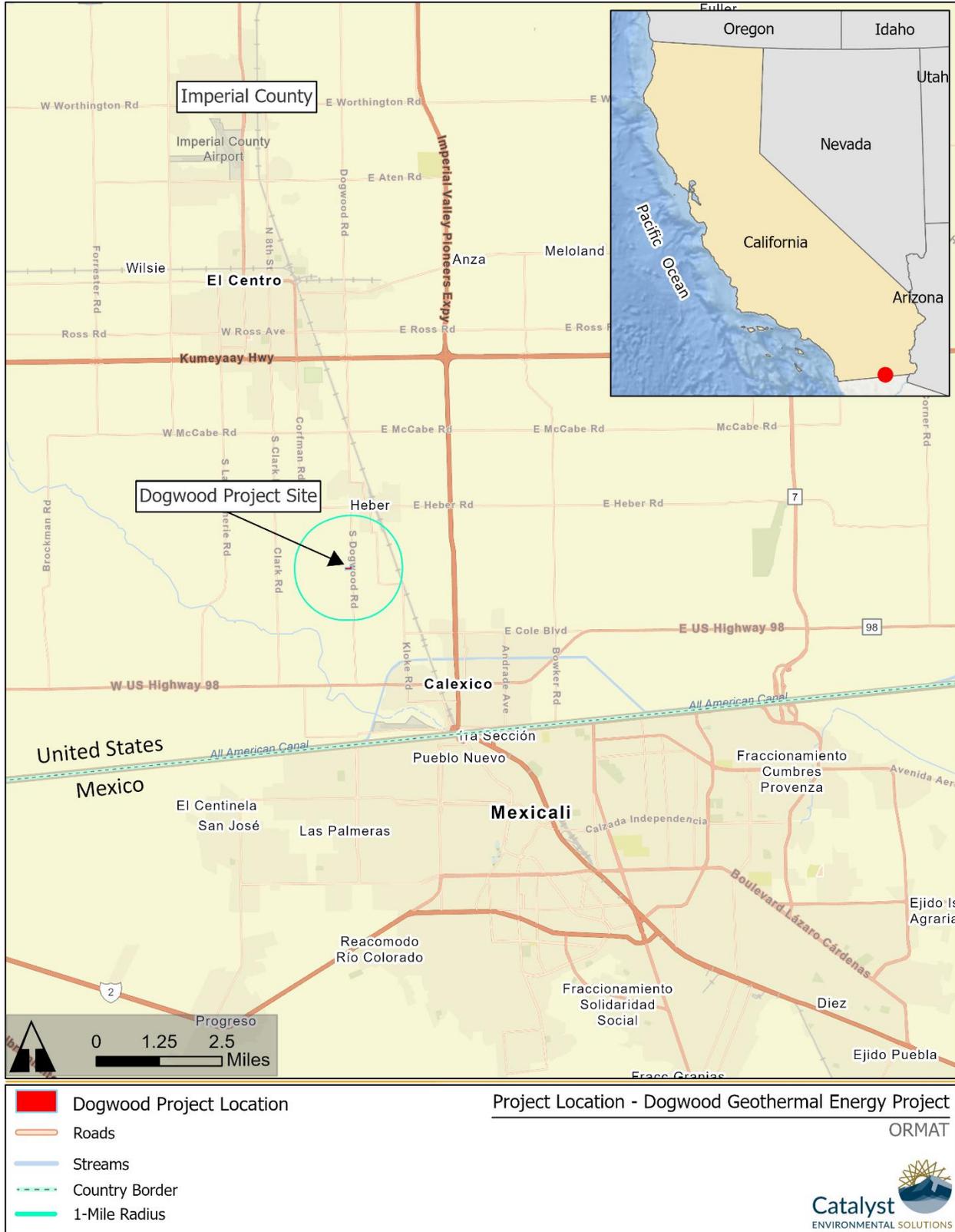
CAEE4779B63E4A3...

Heidi Calvert, Regional Manager  
Inland Deserts Region

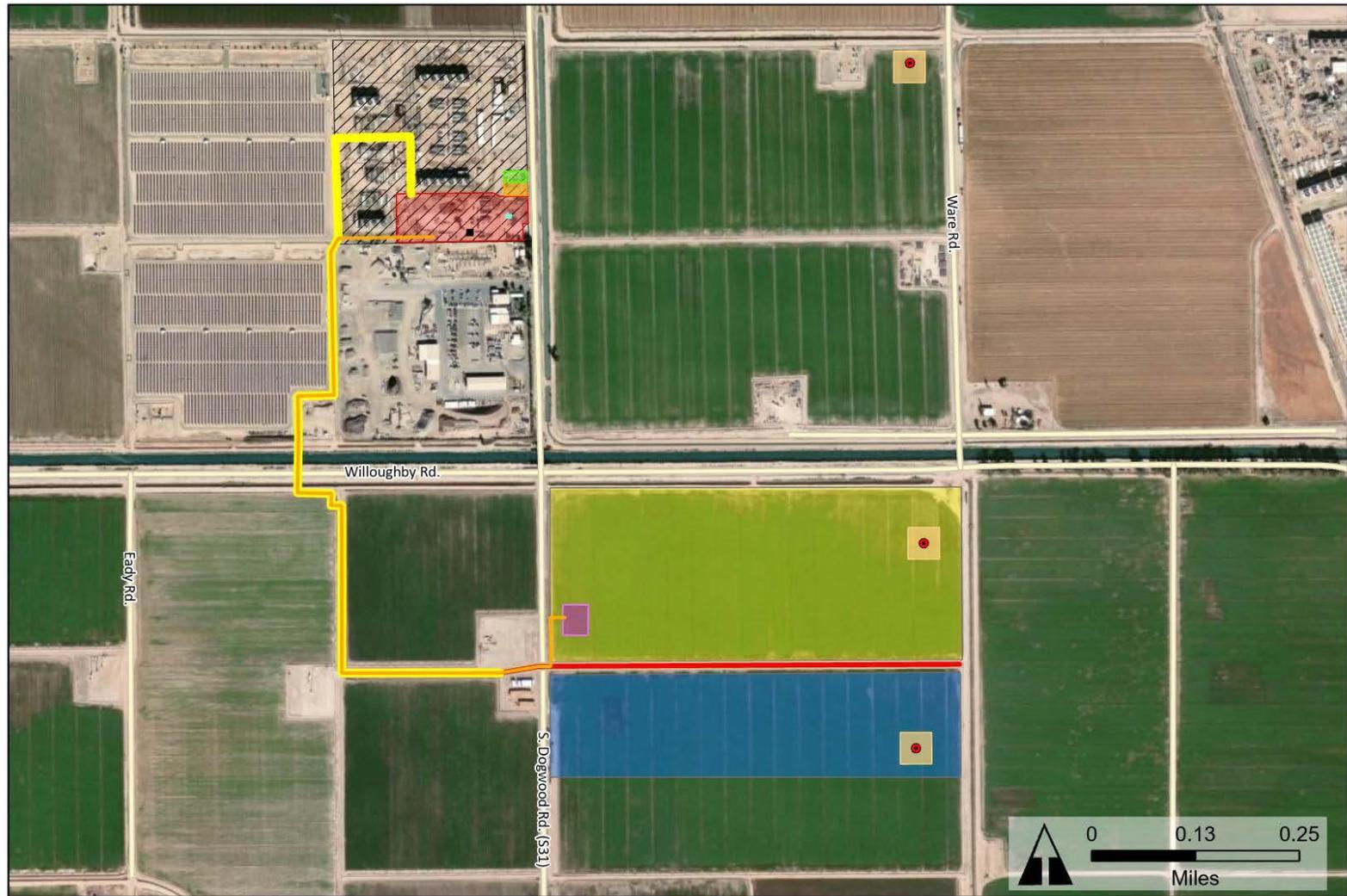
Incidental Take Permit  
No. 2081-2025-047-06

**HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT**

**FIGURE 1. Project Location**

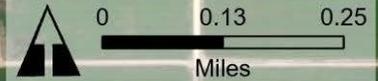


**FIGURE 2. Project Components**



Legend		
	Dogwood Geothermal Plant	
	Dogwood Parasitic Solar Energy Facilities	
	Heber 2 Parasitic Solar Facilities	
	Approximate Well Pad	
	Existing Heber Substation	
	New Dogwood Substation	
	XMR and Switch	
	Heber Geothermal Energy Complex	
	Isopentane Storage Tanks (25,000-gal)	
	Medium Voltage Cable	

EXISTING FACILITIES AND PROPOSED DOGWOOD AND SOLAR ENERGY FACILITY



Incidental Take Permit  
No. 2081-2025-047-06

**HEBER FIELD COMPANY, SECOND IMPERIAL GEOTHERMAL COMPANY, AND ORHEBER 3 LLC  
DOGWOOD GEOTHERMAL ENERGY PROJECT,  
HEBER 2 PARASITIC SOLAR ENERGY PROJECT,  
AND HEBER FIELD COMPANY GEOTHERMAL WELLS AND PIPELINE PROJECT  
FIGURE 2**

**Attachment 1**

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

**INCIDENTAL TAKE PERMIT NO. 2081-2025-047-06**

**PERMITTEE: Heber Field Company, Second Imperial  
Geothermal Company, OrHeber 3 LLC**

**PROJECT: Dogwood Geothermal Energy Project, Heber 2  
Parasitic Solar Energy Project, and Heber Field  
Company Geothermal Wells and Pipeline Project**

**PURPOSE OF THE MMRP**

The purpose of the 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
<b>BEFORE DISTURBING SOIL OR VEGETATION</b>					
1	<u>Designated Representative</u> . Before starting Covered Activities, Permittees shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with the ITP. Permittees shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of the ITP.	ITP Condition # 4.1	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
2	<u>Designated Biologist(s) and Biological Monitor(s)</u> . Permittees 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. Permittees shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history, and identification of Covered Species signs. Additionally, the Designated Biologist(s) shall have experience with all tasks required to be completed by the Designated Biologist for the Covered Species in the ITP and associated Burrowing Owl Mortality Reduction Plan. 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. Permittees 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	30 days before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
3	<u>Designated Biologist Authority</u> . 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. Permittees shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittees shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of the ITP.	ITP Condition # 4.3	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee/ Designated Biologist(s)	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
4	<u>Veterinarian(s) and Wildlife Rehabilitation Facility.</u> Permittees shall identify veterinarian(s) and a wildlife rehabilitation facility for the Covered Species. Permittees shall obtain written confirmation from the veterinarian(s) and wildlife rehabilitation facility that they will accept injured Covered Species for treatment. Written confirmation shall also contain the veterinarian's and wildlife rehabilitation facility's contact information and location. Permittees shall provide a copy to CDFW before starting Covered Activities. The contact information and location of the veterinarian(s) and wildlife rehabilitation facility shall be on site for the Authorized Biologist(s) during Covered Activities.	ITP Condition # 4.4	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
5	<u>Education Program.</u> Permittees shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in the ITP. Permittees shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittees shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually until the ITP expires for long-term and/or permanent employees that will be conducting work in the Project Area.	ITP Condition # 4.5	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
6	<u>Trash Abatement.</u> Permittees shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittees shall ensure that trash and food items are contained in animal-proof containers and removed daily intervals to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition # 4.7	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
7	<u>Delineation of Property Boundaries.</u> Before starting Covered Activities, Permittees shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittees shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittees shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area. Materials used shall not encourage raptor perching near Covered Species burrows.	ITP Condition # 4.10	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
8	<u>Delineation of Habitat.</u> Before starting Covered Activities, Permittees 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 # 4.11	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
9	<u>Notification Before Commencement.</u> 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	14 days before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee/Designated Representative	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
10	<p><u>Burrowing Owl Mortality Reduction Plan.</u> The Permittees shall submit a Burrowing Owl Mortality Reduction Plan prepared by approved Designated Biologist(s) to CDFW at least 30 days prior to beginning Covered Activities. Burrow scoping, burrow exclusion, burrow excavation, burrow collapsing, artificial burrow construction, and other relocation activities shall not proceed until this plan has been approved in writing by CDFW. The Burrowing Owl Mortality Reduction Plan shall include, but not be limited to: detailed description of survey methodology, including the time and date of survey(s), survey area with buffer, and statuses of previously identified suitable burrows; detailed burrow exclusion and excavation methods; methods for monitoring Covered Species pre- and post-exclusion; proposed avoidance buffers based on Covered Activities and disturbance level; proposed Covered Activities that may occur within a buffer reduction request; identification of a wildlife rehabilitation facility or veterinary facility capable of and willing to treat injured Covered Species or care for at-risk Covered Species, Covered Species eggs, and/or Covered Species chicks per Condition of Approval 4.4; and procedure for collection and storage of Covered Species carcasses. The plan should also include 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 artificial burrow installation/construction. Only CDFW-approved Designated Biologist(s) or personnel following directions from and under the supervision of Designated Biologist(s), shall handle and transport injured Covered Species for treatment or impacted Covered Species eggs for salvage. All other Covered Species handling is prohibited.</p> <p>Once the Burrowing Owl 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 Permittees to discuss needed updates. Any changes proposed by the Permittees to the Burrowing Owl Mortality Reduction Plan shall be submitted, in writing, to CDFW and approved in writing prior to the implementation of any proposed modifications.</p>	ITP Condition # 6.1	30 days before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
11	<p><u>Burrow Replacement.</u> The Permittees shall replace each known Covered Species burrow (as defined above) that cannot be avoided within the Project Area with an artificial burrow to compensate for the loss of important shelter used by Covered Species for protection, reproduction, nesting, and escape from predators. Artificial burrows shall be constructed prior to any burrow exclusion activities.</p>	ITP Condition # 6.2	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
12	<p><u>Pre-Construction Surveys and Reporting.</u> The Designated Biologist(s) shall conduct pre-construction surveys in the entire Project Area to identify, flag, and map all potential, known, and/or nesting Covered Species burrows (as defined above) within 45 calendar days prior to beginning Covered Activities. 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. Surveys shall be conducted as detailed within Appendix D of the Staff Report on Burrowing Owl Mitigation (CDFG 2012). Pre-construction surveys shall be completed using 7 meter transects, or less when adjusting for vegetation height and density. If the Designated Biologist(s) identifies any potential, known, or nesting Covered Species burrow(s), the burrow(s) shall be monitored following Conditions of Approval 6.6 and 6.7, unless avoided per Condition of Approval 6.5.</p> <p>If the Designated Biologist(s) identifies any potential, known, or nesting Covered Species burrows, no-disturbance buffer zones shall be established per Condition of Approval 6.5. Permittees shall provide the pre-construction survey results with a Burrow Complex Map (Condition of Approval 6.4) 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).</p> <p>If a lapse in Project-related work of 14 calendar days or longer occurs in any part of the Project Area, the Permittees shall contact the CDFW Regional Representative by email and may be required to conduct additional surveys before work can be reinitiated in that part of the Project Area.</p>	ITP Condition # 6.3	45 days before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee/ Designated Biologist(s)	
13	<p><u>Burrow Complex Map.</u> The Designated Biologist(s) shall provide a KMZ map to CDFW of all burrows found during the pre-construction surveys performed per Condition of Approval 6.3. The map shall be at a scale of 1:24,000 or finer to show details and shall show locations of all Covered Species sightings and labeled if sightings were known burrows, nesting burrows, potential burrows, occupied burrows, satellite burrows, areas of concentrated burrows, and Covered Species sign. Locations documented by use of GPS coordinates must be collected in NAD83 datum. The map shall include an outline of the Project Area and a title, north arrow, scale bar, and legend.</p> <p>If a lapse in Project-related work of 14 calendar days or longer occurs, the Permittees shall contact the CDFW Regional Representative by email and may be required to provide an updated Burrow Complex Map before work may be reinitiated.</p>	ITP Condition # 6.4	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee/ Designated Biologist(s)	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
14	<p><u>Cost Estimates.</u> 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:</p> <ul style="list-style-type: none"> <li>7.1.1. Land acquisition costs for HM lands identified in Condition of Approval 7.3 below, estimated at \$16,000.00/acre for 225.42 acres: \$3,606,720. Land acquisitions costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements;</li> <li>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;</li> <li>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 225.42 acres: \$450,840;</li> <li>7.1.4. Interim management period funding as described in Condition of Approval 9.3.7 below, estimated at \$600.00/acre for 225.42 acres: \$135,252;</li> <li>7.1.5. Long-term management funding as described in Condition of Approval 7.4 below, estimated at \$3,100.00/acre for 225.42 acres: \$698,802. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.</li> <li>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;</li> <li>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.</li> </ul>	ITP Condition # 7.1	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
15	<p><u>Covered Species Credits.</u> If the Permittees elect to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittees shall purchase 225.42 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 10 below. Prior to purchase of Covered Species credits, Permittees shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittees 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.</p>	ITP Condition # 7.2	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	

<p>16</p>	<p><u>Habitat Management Lands Acquisition and Protection.</u> If the Permittees elect to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittees shall:</p> <p>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.</p> <p>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 Permittees 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.</p> <p>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;</p> <p>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;</p> <p>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. Permittees 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.</p> <p>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</p>	<p>ITP Condition # 7.3</p>	<p>Before commencing ground- or vegetation-disturbing activities/Covered Activities</p>	<p>Permittee</p>	
-----------	---	----------------------------	---	------------------	--

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	<p><a href="https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736">https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=227736</a>) (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;</p> <p>7.3.7. Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittees 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, vegetation and invasive species management signage replacement, and monitoring the population of the Covered Species.</p> <p>Permittees shall either (1) provide Security to CDFW for the minimum of three years of interim management that the land owner, Permittees, 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.</p>				

<p>17</p>	<p><u>Endowment Fund.</u> If the Permittees elect to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittees 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, Permittees 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, Permittees 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.</p> <p>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. Permittees shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). Within thirty days of CDFW's receipt of Permittees' written proposal, CDFW shall inform Permittees in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall provide Permittees with a written explanation of the reasons for its determination. If CDFW does not provide Permittees with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3).</p> <p>7.4.2. Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittees 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 Permittees shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the Endowment Manager.</p>	<p>ITP Condition # 7.4</p>	<p>Before commencing ground- or vegetation-disturbing activities/Covered Activities</p>	<p>Permittee</p>	
-----------	---	----------------------------	---	------------------	--

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
	<p>7.4.2.1. Capitalization Rate and Fees. Permittees 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.</p> <p>7.4.2.2. Endowment Buffers/Assumptions. Permittees 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:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>7.4.3. Transfer Long-term Endowment Funds. Permittees shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.</p> <p>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. Permittees 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.</p> <p>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.</p>				
18	<p><u>Reimburse CDFW.</u> Permittees 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.</p>	ITP Conditions # 7.5	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
19	<u>Security Amount</u> . The Security shall be in the amount of \$4,990,054 or in the amount identified in Condition of Approval 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 Conditions # 8.1	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
20	<u>Security Form</u> . The Security shall be in the form of an irrevocable letter of credit (Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.	ITP Conditions # 8.2	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
21	<u>Security Timeline</u> . The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of the ITP, whichever occurs first.	ITP Conditions # 8.3	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
22	<u>Security Holder</u> . The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.	ITP Conditions # 8.4	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
23	<u>Security Transmittal</u> . Permittees shall transmit security to CDFW by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.	ITP Conditions # 8.5	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
24	<u>Security Drawing</u> . The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittees have failed to comply with the Conditions of Approval of the ITP.	ITP Conditions # 8.6	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
25	<p>Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittees after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:</p> <p>Credit Purchase</p> <ul style="list-style-type: none"> <li>• Copy of Bill of Sale(s) and Payment Receipt(s) or Credit Transfer Agreement for the purchase of Covered Species credits; and</li> <li>• Timely submission of all required reports.</li> </ul> <p>Habitat Management Land Acquisition (HMLA)</p> <ul style="list-style-type: none"> <li>• Written documentation of the acquisition of the HM lands;</li> <li>• Copies of all executed and recorded conservation easements;</li> <li>• Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and</li> <li>• Timely submission of all required reports.</li> </ul> <p>Even if Security is provided, the Permittees 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 Permittees 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 Permittees do not complete these requirements within the specified timeframe.</p>	ITP Condition # 8.7	Before commencing ground- or vegetation-disturbing activities/Covered Activities	Permittee	
<b>DURING CONSTRUCTION</b>					
26	<p><u>Biological Monitoring Documentation.</u> The Designated Biologist(s) and Biological Monitor(s) shall maintain construction and operations and maintenance-monitoring documentation on-site in either hard copy or digital format throughout the term of the ITP, 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. Permittees shall ensure a copy of the biological monitoring documentation is available for review at the Project site upon request by CDFW.</p>	ITP Condition # 4.6	Covered Activities	Permittee/ Designated Biologist(s) and/or Biological Monitor(s)	
27	<p><u>Dust Control.</u> Permittees shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittees shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.</p>	ITP Condition # 4.8	Covered Activities	Permittee	
28	<p><u>Erosion Control Materials.</u> Permittees 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.</p>	ITP Condition # 4.9	Covered Activities	Permittee	
29	<p><u>Project Access.</u> Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittees shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittees shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittees determine construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to the ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.</p>	ITP Condition # 4.12	Covered Activities	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
30	<u>Staging Areas</u> . Permittees shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittees shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 4.12 of the ITP.	ITP Condition # 4.13	Covered Activities	Permittee	
31	<u>Hazardous Waste</u> . Permittees shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittees shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 4.14	Covered Activities	Permittee	
32	<u>CDFW Access</u> . Permittees shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittees' control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in the ITP.	ITP Condition # 4.15	Covered Activities	Permittee	
33	<u>Refuse Removal</u> . Upon completion of Covered Activities, Permittees shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.	ITP Condition # 4.16	Covered Activities	Permittee	
34	<u>Notification of Non-compliance</u> . The Designated Representative shall immediately notify CDFW if the Permittees are 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	Covered Activities	Permittee/ Designated Representative	
35	<u>Notifying Procedures</u> . The Permittees or the Designated Representative shall provide all required notifications in the ITP by sending an email to the CDFW Regional Representative, Lily Mu (Lily.Mu@wildlife.ca.gov), and as described in the Notices section of the ITP. All notifications shall be submitted via email to the Regional Representative and shall include the following information: ITP Number, the ITP Condition number that the notification is addressing, any necessary photos or attachments, and the name and phone number of the Designated Biologist(s) and/or Biological Monitor(s) (if applicable).	ITP Condition # 5.3	Covered Activities	Permittee/ Designated Representative	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
36	<p><u>Compliance Monitoring During Construction.</u> The Designated Biologist(s) shall be on-site daily when Covered Activities related to construction occur. The Designated Biologist(s) shall conduct compliance inspections a minimum of three times per day (once during the onset of the day's work, once midday, and once at the conclusion of that day's work) or as otherwise specified by the ITP and associated Covered Species plans. The Designated Biologist shall conduct compliance inspections to:</p> <ol style="list-style-type: none"> <li>(1) minimize incidental take of the Covered Species;</li> <li>(2) prevent unlawful take of species;</li> <li>(3) check for compliance with all measures of the ITP;</li> <li>(4) check all exclusion zones; and</li> <li>(5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area.</li> </ol> <p>The Designated Representative or Designated Biologist(s) 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.</p>	ITP Condition # 5.4	Covered Activities	Permittee/ Designated Biologist(s)	
37	<p><u>Quarterly Compliance Report.</u> The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 5.4 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 Lily Mu (<a href="mailto:Lily.Mu@wildlife.ca.gov">Lily.Mu@wildlife.ca.gov</a>) and Headquarters CESA Program email is <a href="mailto:CESA@wildlife.ca.gov">CESA@wildlife.ca.gov</a>. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittees in writing of the new reporting schedule.</p>	ITP Condition # 5.6	Covered Activities	Permittee/ Designated Biologist(s) and/or Designated Representative	
38	<p><u>CNDDDB Observations.</u> 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.</p>	ITP Condition # 5.8	Covered Activities	Permittee/ Designated Biologist(s)	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
39	<u>Notification of Take, Injury, or Nest Abandonment.</u> Permittees shall immediately notify the Designated Biologist(s) if a Covered Species is taken or injured by a Covered Activity or Project-related activity, if a Covered Species is found dead or injured within the vicinity of the Project Area, or if eggs or nestlings are found in a nest that has been abandoned as a result of Covered Activities or Project-related activities within the vicinity of the Project Area. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (909) 484-0167. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittees shall send CDFW a written report within two calendar days. The report shall include the common and scientific name, the date and time of the finding or incident, observer name and contact information, geo-referenced location of the animal or carcass (Project name, ITP number, County, GPS location, and GPS datum), sex (if known), life stage/age class (if known), a photograph (if possible), explanation as to cause of take or injury, and any other pertinent information.	ITP Condition # 5.10	Covered Activities	Permittee/ Designated Biologist(s) and/or Biological Monitor(s)	
40	<u>Status of Injured Individual(s).</u> If a Covered Species is discovered injured by a Covered Activity or Project-related activity within the vicinity of the Project Area, the Designated Biologist(s) or Designated Representative shall provide CDFW weekly updates on the status of the veterinarian's and/or wildlife rehabilitation facility's treatment of the individual(s).	ITP Condition # 5.11	Covered Activities	Permittee/ Designated Biologist(s) and/or Designated Representative	
41	<u>Future Take or Injury Prevention.</u> The Permittees shall develop and include measures that will be implemented to prevent or minimize future take or injury of Covered Species in all reports provided under Condition of Approval 5.10.	ITP Condition # 5.12	Covered Activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
42	<p><b>Burrow Avoidance.</b> For any potential Covered Species burrows that remain onsite, the Permittees shall establish no-disturbance buffer zones as described in the Burrowing Owl Mortality Reduction Plan around known (including roosting and satellite burrows) and nesting Covered Species burrows according to the following guidelines:</p> <p>6.5.1. If a known Covered Species burrow is discovered, the Permittees shall establish a minimum no-disturbance buffer as described in the Burrowing Owl Mortality Reduction Plan.</p> <p>6.5.2. If a nesting Covered Species burrow is discovered within or immediately adjacent to the Project Area, the Permittees shall follow procedures outlined in the Burrowing Owl Mortality Reduction Plan.</p> <p>6.5.3. If Covered Species burrows cannot be avoided as described above, the Permittees shall implement procedures outlined in the Burrowing Owl Mortality Reduction Plan and Conditions of Approval 6.6, and 6.7 as appropriate. Covered Species burrows that cannot be avoided shall be replaced with artificial burrows per Condition of Approval 6.2.</p> <p>6.5.4. If Covered Species individuals 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 Designated Biologist(s) based on their behavioral observations of the affected Covered Species. The Designated Biologist(s) shall report to CDFW any buffers that were increased due to behavioral observations for evaluation and determination of buffer effectiveness.</p> <p>6.5.5. The Permittees shall change the method of marking the no disturbance buffer if corvids, raptors, or other predators are observed perching on marking materials. The Permittees shall limit the materials necessary to mark the no-disturbance buffer to that which is necessary for identification of the site. The Permittees shall delineate the no-disturbance buffer with different materials than those used to delineate the Project Area.</p> <p>6.5.6. The buffers prescribed above shall not be reduced or otherwise modified below the minimum distance as described in the Burrowing Owl Mortality Reduction Plan without the prior written approval of CDFW. If the Designated Biologist(s) determine(s) that specific Covered Activities are not likely to affect Covered Species individuals using known or nesting Covered Species burrows due to the nature of the specific Covered Activities and/or due to objects or topography that might reduce potential noise disturbance or obstruct view of the Covered Activities from the nest, then the Designated Biologist(s) may email a written request to CDFW to reduce the buffer distance, along with documented observational data for a buffer reduction request. CDFW will review each buffer reduction request on a case-by-case basis and provide a determination in response to each buffer reduction request in writing. CDFW may request additional and/or ongoing biological monitoring prior to approving a buffer reduction request. Written approval from CDFW is required before a buffer distance may be reduced to allow for Covered Activities to occur.</p>	ITP Condition # 6.5	Covered Activities	Permittee/ Designated Biologist(s) and/or Biological Monitor(s)	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
43	<p><b>Burrow Exclusion and Excavation.</b> Permittees shall avoid excluding or destroying any known or potential Covered Species burrows unless they are in an area of direct development and ground disturbance (e.g., grading areas, excavation areas) or their location poses a risk of direct harm to Covered Species individuals. Exclusion shall follow the procedures of the Burrowing Owl Mortality Reduction Plan. Burrows that are outside of direct impact areas shall not be excluded or destroyed to avoid the buffer requirements described in the ITP or Burrowing Owl Mortality Reduction Plan. Exclusion shall occur outside the breeding season unless otherwise approved by CDFW in advance in writing.</p> <p>After exclusion, the Designated Biologist(s), assisted by an additional Designated Biologist or Biological Monitor(s), under direct supervision of the Designated Biologist(s), shall excavate known or potential Covered Species burrows that exhibit signs or current or past use or characteristics suggestive of a Covered Species burrow (including burrows in natural substrate and in/under man-made structures) that cannot be avoided per the Condition of Approval 6.5 and are within the footprint of ground-disturbing activities. Burrows shall be carefully hand excavated with hand tools, until it is certain no individuals of Covered Species are inside. Each burrow excavation shall require two biologists (two Designated Biologists or an Authorized Biologist assisted by a Biological Monitor). The Designated Biologist shall scope the burrow to determine the depth and structure, then excavate the burrow while periodically stopping to scope, while the second biologist maintains constant line of site in the burrow. The Designated Biologist(s) shall use piping to stabilize the burrow to prevent collapsing until the entire burrow has been excavated and it can be determined that no Covered Species are occupying the burrow. Burrows to be destroyed shall be fully excavated to the end of the chamber and any tunnels, filled with dirt or soil, and compacted to ensure that Covered Species cannot reenter or use the burrow during the period that Covered Activities occur in the Project Area. An established no-disturbance buffer around a burrow may be removed once the burrow is collapsed and the Covered Species(s) is/are no longer using the burrow. A period of at least 7 days is required after the collapse of burrows before Covered Activities in the area can begin.</p> <p>6.6.1. Potential Covered Species burrows without any signs of Covered Species use or characteristics suggesting it is a Covered Species burrow may be scoped and excavated immediately without prior camera monitoring.</p> <p>6.6.2. Excavation of known Covered Species burrows shall only occur after the Designated Biologist(s) has determined that the Covered Species is not currently present after four consecutive 24-hour periods of monitoring with infrared cameras. If during the excavation process, evidence of current use by Covered Species is discovered, then burrow excavation shall cease immediately, entrance stabilized, and camera monitoring as described above shall be conducted/resumed. CDFW shall be notified immediately.</p> <p>6.6.3. Covered Species burrows used for nesting shall not be excavated until biological and camera monitoring confirm that the chicks have fledged, are foraging independently, and are no longer dependent on the nest, and then only after written concurrence from CDFW.</p>	ITP Condition # 6.6	Covered Activities	Permittee/ Designated Biologist(s) and/or Biological Monitor(s)	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
44	<u>Burrow Blockage</u> . If an unoccupied Covered Species 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 Covered Species, the Permittees may request to block rather than destroy the burrow, with written approval from CDFW. The blocked burrow will be unblocked and made available for use after construction is complete. 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 Designated Biologist(s) or Biological Monitor(s) at least once daily to ensure that the exclusionary material is still intact. If Covered Species gains access to the burrow, the Designated Biologist(s) or Designated Representative shall contact CDFW immediately and obtain written guidance regarding how to proceed. All blocked burrows shall be unblocked within 48 hours of completion of Covered Activities within the prescribed buffer distance.	ITP Condition # 6.7	Covered Activities	Permittee/ Designated Biologist(s) and/or Biological Monitor(s)	
45	<u>Entrapment Inspections</u> . Any pipes or similar structures with a diameter greater than 8 centimeters shall be stored horizontally and inspected for Covered Species individuals and eggs by the Designated Biologist(s) and/or Biological Monitor(s) 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. If any worker discovers that a Covered Species individual has become trapped, they shall halt Covered Activities and notify the Designated Biologist(s) and/or Biological Monitor(s) immediately. Project workers and the Designated Biologist(s) and/or Biological Monitor(s) shall allow the Covered Species to escape unimpeded if possible, or the Designated Biologist(s) approved under Condition of Approval 4.2 shall move the Covered Species out of harm's way before allowing work to continue.	ITP Condition # 6.8	Covered Activities	Permittee/ Designated Biologist(s) and/or Biological Monitor(s)	
46	<u>Artificial Nighttime Lighting</u> . Throughout construction and the lifetime operations of the Project, Permittees shall eliminate all nonessential lighting throughout the Project Area and avoid or limit the use of artificial light at night during the hours of dawn and dusk when many wildlife species are most active. Permittees shall ensure that all lighting for the Project is fully shielded, cast downward and directed away from surrounding open-space, burrows or Covered Species habitat, and agricultural areas, reduced in intensity to the greatest extent possible, and does not result in lighting trespass, including glare, into surrounding areas or upward into the night sky (see the International Dark-Sky Association standards at <a href="http://darksky.org/">http://darksky.org/</a> ). Permittees shall ensure use of lighting with a correlated color temperature of 3,000 Kelvins or less.	ITP Condition # 6.9	Covered Activities	Permittees	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
47	<p><u>Covered Species Injury and Nest Abandonment.</u> If a Covered Species is injured or found dead or nestling(s) or egg(s) are found in a nest that has been abandoned as a result of Covered Activities or Project-related activities within the vicinity of the Project Area, the Designated Biologist(s) shall immediately notify the CDFW Regional Representative. If a Covered Species individual is found injured, the Designated Biologist(s) shall immediately transport the injured individual to a CDFW-approved wildlife rehabilitation facility or veterinary facility. The Permittees shall identify the facility before starting Covered Activities.</p> <p>If nestling(s) or egg(s) are abandoned, the Designated Biologist(s) shall recover the nestling(s) or egg(s) and immediately take them to a CDFW-approved wildlife rehabilitation facility or veterinary facility.</p> <p>The initial notification to CDFW shall include information regarding the location, species, number of animals taken injured, or abandoned and, if injured, the facility to which the individual was transported. Following initial notification, the Permittees shall send the CDFW Regional Representative a written report within two calendar days per Condition of Approval 5.10. Status updates on the treatment of the injured Covered Species individual shall be provided to CDFW per Condition of Approval 5.11.</p> <p>Permittees shall bear any costs associated with the care, treatment, and recovery of any injured Covered Species adults, abandoned nestling(s) or egg(s), and release and hacking (controlled release of captive reared young). Release and/or hacking location(s) shall be approved by CDFW prior to release of the Covered Species.</p>	ITP Condition # 6.10	Covered Activities	Permittee/ Designated Biologist(s)	
48	<p><u>Covered Species Observations.</u> If a Covered Species is observed during Covered Activities, all work within 300 feet of the Covered Species shall immediately stop and the observation shall be immediately reported to the Designated Biologist(s) and/or Biological Monitor(s). Covered Activities shall not resume until the Designated Biologist(s) and/or Biological Monitor(s) has verified the Covered Species has left the Project Area, a Designated Biologist(s) approved under the Condition of Approval 4.2 of the ITP establishes a buffer for the Covered Species, or a Designated Biologist(s) approved under the Condition of Approval 4.2 of the ITP relocates the Covered Species as described in the ITP and Burrowing Owl Mortality Reduction Plan, OR the Designated Biologist(s) can observe the Covered Species to ensure take or disturbance to the individual will not occur as a result of Covered Activities. 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 24 hours. Notification and the written report shall include the date, location, and circumstances of the observation, the name of the Designated Biologist(s), action taken for the individual, pictures, maps, and shapefiles with the location (including GPS coordinates) as specified in the Burrowing Owl Mortality Reduction Plan.</p>	ITP Condition # 6.11	Covered Activities	Permittee/ Designated Biologist(s) and/or Biological Monitor(s)	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
49	<u>Herbicides</u> . Permittees shall not use herbicides on the Project Area without prior written permission from CDFW. If approved by CDFW, Permittees 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 shall occur when winds are greater than five (5) miles per hour.	ITP Condition # 6.12	Covered Activities	Permittee	
50	<u>Rodenticides and Insecticides</u> . Permittees shall not use rodenticides and/or insecticides on the Project Area.	ITP Condition # 6.13	Covered Activities	Permittee	
51	<u>Anti-perching Devices or Perch Deterrents</u> . If the MV interconnection line is strung on monopoles, anti-perching devices or perch deterrents shall be installed on the monopoles to prevent raptor or corvid perching. Anti-perching devices or perch deterrents typically consist of triangle-shaped, cone-shaped, or spike-type structures mounted on pole tops or horizontal beams.	ITP Condition # 6.14	Covered Activities	Permittee	
52	<u>Removal of Clearing Debris</u> . To prevent raptor or corvid perching, debris from clearing activities (organic material, stumps, brush, and slash) shall be removed from the Project Area within 24 hours of clearing activities. Salvaged topsoil and other organic material stockpiled for final reclamation of disturbed areas shall be kept away from ditches, canals, and potential or known Covered Species burrows.	ITP Condition # 6.15	Covered Activities	Permittee	
53	<u>Annual Status Report</u> . Permittees 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; (6) an accounting of the number of acres subject to both temporary, if any, and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; (7) information about other Project impacts on the Covered Species; and (8) Covered Species monitoring results as required by the Burrowing Owl Mortality Reduction Plan.  During the operations and maintenance period, each ASR shall also include the type and location of ground disturbing activities from repairs and/or maintenance, including vegetation management, if any.	ITP Condition # 5.7	Covered Activities, Post-construction and after completion of mitigation	Permittee	
<b>POST-CONSTRUCTION</b>					

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
54	<p><b>Compliance Monitoring During Operations and Maintenance.</b> During the operations and maintenance period, the Designated Biologist(s) and/or Biological Monitor(s) shall be on-site daily when ground or vegetation disturbing Covered Activities occur and for quarterly monitoring of occupied Covered Species burrows. The Designated Biologist(s) and/or Biological Monitor(s) shall conduct compliance inspections of ground and vegetation-disturbing Covered Activities a minimum of once per day or as otherwise specified by the ITP and associated Covered Species plans. The Designated Biologist(s) and/or Biological Monitor(s) shall conduct compliance inspections to:</p> <ul style="list-style-type: none"> <li>(1) minimize incidental take of the Covered Species;</li> <li>(2) prevent unlawful take of species;</li> <li>(3) check for compliance with all measures of the ITP;</li> <li>(4) check all exclusion zones; and</li> <li>(5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area.</li> </ul>	ITP Condition # 5.5	Post-construction	Permittee/ Designated Biologist(s) and/or Biological Monitor(s)	
55	<p><b>Final Mitigation Report.</b> No later than 45 days after completion of all mitigation measures, Permittees shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports and all ASRs; (2) a copy of the table in 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.</p>	ITP Condition # 5.9	Post-construction and after completion of mitigation	Permittee/ Designated Biologist(s)	





Project Name: Dogwood Geothermal Energy  
 Project, Heber 2 Parasitic Solar Energy  
 Project, and Heber Field Company  
 Geothermal Wells and Pipeline Project

LSA Agreement/ITP Number(s): 2081-2025-047-06

**SECTION I. NAME AND CONTACT INFORMATION**

<b>Name:</b>	<b>Title:</b>
<b>Company Name &amp; Address:</b>	
<b>Phone:</b>	<b>Email:</b>

**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 Conditions<sup>2</sup>:**

**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.<sup>3</sup> If more space is needed, add rows to this table. Provide details in Section V.*

<b>Species or Resource</b>	<b>Number of Field Seasons &amp; Hours, Life Stages Observed</b> Provide project details in Section 5	<b>Life History Knowledge</b> Describe formal workshops & training with dates, or informal training details	<b>CDFW SCP, MOU, &amp; USFWS 10a1a Authorization Number &amp; Authorized Activities</b> 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:

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

<sup>3</sup> 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.



**ATTACHMENT 2**

Project Name: Dogwood Geothermal Energy  
Project, Heber 2 Parasitic Solar Energy  
Project, and Heber Field Company  
Geothermal Wells and Pipeline Project

LSA Agreement/ITP Number(s): 2081-2025-047-06



Project Name: Dogwood Geothermal Energy  
 Project, Heber 2 Parasitic Solar Energy  
 Project, and Heber Field Company  
 Geothermal Wells and Pipeline Project

LSA Agreement/ITP Number(s): 2081-2025-047-06

<b>SECTION V. SPECIES AND RESOURCE EXPERIENCE – <u>DETAILS</u></b>	
<i>This section details experience from the <u>three</u> 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).</i>	
<b>SPECIES OR RESOURCE 1:</b>	
<b>Project 1 Name &amp; Location:</b>	
<b>Project Start Date:</b>	<b>Project End Date:</b>
<b>LSA Agreement, ITP, or Other Agency Permit Number:</b>	
<b>Role(s)<sup>4</sup>:</b>	
<b>Survey Type(s)<sup>5</sup>:</b>	
<b>Construction Monitoring<sup>6</sup></b> <b>Days:</b> <b>Activities:</b>	
<b>Species Life Stages Observed &amp; Handled, Number of Each</b>  <b>Life Stage:</b> <b>Number Observed:</b> <b>Number Handled:</b> <b>Reported to CNDDDB<sup>7</sup> (Y/N):</b>	<b>Company Name, Professional Reference Name, Phone, Email:</b>
<b>If <u>not</u> reported to CNDDDB, why:</b>	
<b>CDFW and Other Agency Email:</b>	
<b>Project 2 Name &amp; Location:</b>	
<b>Project Start Date:</b>	<b>Project End Date:</b>
<b>LSA Agreement, ITP, or Other Agency Permit Number:</b>	
<b>Role(s):</b>	
<b>Survey Type(s):</b>	
<b>Construction Monitoring:</b> <b>Days:</b> <b>Activities:</b>	
<b>Species Life Stages Observed &amp; Handled, Number of Each</b>  <b>Life Stage:</b> <b>Number Observed:</b>	<b>Company Name, Professional Reference Name, Phone, Email:</b>

<sup>4</sup> 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."

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

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

<sup>7</sup> CNDDDB is the abbreviation for California Natural Diversity Database.



**BIOLOGIST RESUME**

**ATTACHMENT 2**

Project Name: Dogwood Geothermal Energy  
 Project, Heber 2 Parasitic Solar Energy  
 Project, and Heber Field Company  
 Geothermal Wells and Pipeline Project

LSA Agreement/ITP Number(s): 2081-2025-047-06

Number Handled: Reported to CNDDDB (Y/N):		
If <u>not</u> reported to CNDDDB, why:		
CDFW and Other Agency Email:		
<b>Project 3 Name &amp; Location:</b>		
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:		
<b>SPECIES OR RESOURCE 2:</b>		
<b>Project 1 Name &amp; Location:</b>		
Project Start Date:		Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:		
Role(s):		
Survey Type(s):		
Construction Monitoring Days: Activities:		



**ATTACHMENT 2**

Project Name: Dogwood Geothermal Energy  
 Project, Heber 2 Parasitic Solar Energy  
 Project, and Heber Field Company  
 Geothermal Wells and Pipeline Project

LSA Agreement/ITP Number(s): 2081-2025-047-06

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



**ATTACHMENT 2**

Project Name: Dogwood Geothermal Energy  
 Project, Heber 2 Parasitic Solar Energy  
 Project, and Heber Field Company  
 Geothermal Wells and Pipeline Project

LSA Agreement/ITP Number(s): 2081-2025-047-06

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



Project Name: Dogwood Geothermal Energy  
 Project, Heber 2 Parasitic Solar Energy  
 Project, and Heber Field Company  
 Geothermal Wells and Pipeline Project

LSA Agreement/ITP Number(s): 2081-2025-047-06

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

**[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  
960 Riverside Parkway, Suite 90  
West Sacramento, CA 95605  
Attn: HCPB Mitigation Funds

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 Manager 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, 960 Riverside Parkway, Suite 90, West

Sacramento, CA 95605, Attn: HCPB Mitigation Funds; 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 laws 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** “Branch Manager, 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** “Branch Manager, Habitat Conservation Planning Branch”]