



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

California Endangered Species Act
Amended Incidental Take Permit No. 2081-2021-015-06
(Amendment No. 4)

CRIMSON SOLAR PROJECT

Authority: This California Endangered Species Act (CESA) incidental take permit (ITP) is issued by the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, Title 14, section 783.0 et seq. CESA prohibits the take¹ of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.² CDFW may authorize the take of any such species by permit if the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c) are met. (See Cal. Code Regs., tit. 14, § 783.4).

Permittee: Sonoran West Solar Holdings, LLC
Principal Officer: Michael Arndt, Authorized Signatory
Contact Person: Chinedu Oputa, (915) 504-1071
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Permittee: Sonoran West Solar Holdings 2, LLC
Principal Officer: Michael Arndt, Authorized Signatory
Contact Person: Chinedu Oputa, (915) 504-1071
Mailing Address: 98 San Jacinto Blvd., Ste 750
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Permittee: RE Cobalt, LLC
Principal Officer: Michael Arndt, President
Contact Person: Chinedu Oputa, (915) 504-1071

¹Pursuant to Fish and Game Code section 86, "take" means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." (See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 [for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), "take" ... means to catch, capture or kill].)

²The definition of an endangered, threatened, and candidate species for purposes of CESA are found in Fish and Game Code sections 2062, 2067, and 2068, respectively.

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Amended ITP³ Background:

On March 9, 2021, Permittee submitted a CESA ITP application to 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. Permittee sought take coverage authorization for a CESA listed species associated with project-related impacts from the Crimson Solar Project (Project) in Riverside County, California.

On June 21, 2021, CDFW issued ITP No. 2081-2021-015-06 to Sonoran West Solar Holdings, LLC authorizing take of Agassiz's Desert Tortoise (*Gopherus agassizii*; Covered Species) associated with and incidental to the Project. The Project as described in the ITP as originally issued by CDFW includes construction of a Battery Energy Storage System (BESS) and Photovoltaic (PV) solar facilities and associated infrastructure. The first phase consists of a BESS that would store up to 1400 megawatts of electricity located on 77 acres. The second phase consists of a PV solar facility that would generate up to 150 megawatts of electricity located on 1,228.1 acres. The third phase consists of a PV solar facility that would generate up to 250 megawatts of electricity located on 679.0 acres. In issuing the ITP, CDFW found, among other things, that Permittee's compliance with the Conditions of Approval of the ITP would fully mitigate Project impacts of the taking of the Covered Species and that issuance of the ITP would not jeopardize the continued existence of the Covered Species.

Amendment No. 1

On August 6, 2021, the Permittee requested an amendment to their original ITP, as described above. The Minor Amendment No. 1 was issued on November 16, 2021, and made the following changes to the original ITP:

- (1) The Amendment added two additional Permittees and changed the original Permittee to only cover Phase 1A. The new Permittees are: Sonoran West Solar Holdings, LLC (Phase 1A), Sonoran West Solar Holdings 2, LLC (Phase 1B), and RE Cobalt LLC (Phases 2 and 3). Figure 2 was revised to show the amended Project phasing.
- (2) The Amendment reduced the acreage for Phase 1 from 77 acres to 76.5 acres and split Phase 1 into two subphases, Phase 1A and Phase 1B. Phase 1A and Phase 1B share the overlapping footprints of the access roads, gen-tie line, operation and maintenance area, and onsite substation. The remainder acreage is split between the two subphases. Table 1 was also modified to reflect the split of Phase 1 and the additional Permittees.
- (3) The Amendment specified that the operation and maintenance building will be

³ When this incidental take permit and attachments refer to the "ITP", it means the "Amended ITP" unless the context dictates otherwise.

shared by Phase 1A and Phase 1B.

- (4) The Amendment revised the first paragraph in the Condition of Approval section to note that each Permittee is responsible for complying with the conditions of approval and other requirement in the ITP applicable only to their individual phase for the Project.
- (5) The Amendment changed the Raven fee to match the adjusted acreage for Phase 1A and Phase 1B.
- (6) The Amendment modified Table 2 to show the changes to compensation for each phase.
- (7) The Amendment changed the language of Condition of Approval 9.2 to specify that Covered Species credits will match Table 2 compensation acres for each phase and that they can be purchased prior to the start of construction for each phase.
- (8) The Amendment changed Condition of Approval 10.1, so Security is split for Phase 1. The security amount for Phase 1A is \$1,500 and Phase 1B is \$1,500.
- (9) The Amendment changed section 10.3 to specify the Security will be paid within 30 calendar days before Covered Activities for that Phase and not within 30 days before the effective date of the original ITP.

Amendment No. 2

On July 25, 2023, Permittees submitted a request for an amendment to Amended ITP No. 2081-2021-015-06 (Amendment No.1) (See Cal. Code Regs., § 783.6(c)(4)). Permittees requested modifications to language within Condition of Approval 7. Notification, Monitoring, and Reporting Provisions, and Condition of Approval 8. Take Minimization Measures to clarify and differentiate the requirements of certain conditions during construction, operation and maintenance, and decommissioning due to the varied potential for take during the Covered Activities associated with each Project period. The Minor Amendment No. 2 was issued on February 23, 2024, and made the following changes to the Amended ITP:

- (1) The on-site daily compliance monitoring requirements per Condition of Approval 7.6 was reduced during the operation and maintenance period of the Project to be once a month when occurring within desert tortoise exclusionary fencing.
- (2) Condition of Approval 8.6 was amended to clarify the condition is only for construction monitoring and excludes the operation and maintenance period of the Project.
- (3) The Covered Species exclusionary fencing requirements in Condition of Approval 8.14 was amended to allow detached sections of fencing for the Phase 1 surrounding the BESS to bring the Permittee into compliance. The Covered Species exclusion fencing was not attached to the perimeter security fencing as required. Due to the altered design, the requirement of maintaining the detached fence is added.
- (4) Modifications to Condition of Approval 8.15 to specify the frequency of Covered Species fence maintenance inspections during construction, operation and maintenance, and decommissioning- related Covered Activities were added.
- (5) Vehicle inspections per Condition of Approval 8.16 were clarified to be required unless the vehicle is surrounded by intact Covered Species exclusion fencing.
- (6) Staging and parking area requirements per Condition of Approval 8.17 were clarified

that inspections underneath vehicles must occur if they are not within an area enclosed by Covered Species exclusionary fencing.

- (7) Full time monitoring requirements per Condition of Approval 8.24 were amended to specify an Authorized Biologist can be on-call during operation and maintenance Covered Activities that are within Covered Species exclusion fence, or if outside the exclusion fence, are not ground-disturbing Covered Activities.
- (8) The timeline to complete the permanent protection and funding for perpetual management of compensatory habitat per Condition of Approval 9 was amended from 18 months to 28 months from the start of ground disturbance for each Phase if Security is provided per Condition of Approval 10.
- (9) The total acreage of the Project was corrected in the Project Description and Table 1 from 1,983.7 acres to 1,983.6 acres.
- (10) The acreage of the Project area and Covered Species habitat in the Impacts of the Taking on Covered Species section on Page 9 was corrected from 1,984 acres to 1,983.6 acres.
- (11) The acreage of Phase 2 was corrected in the Project Description from 1,228 acres to 1,228.1 acres.
- (12) The acreage of compensatory habitat was corrected in the Findings Pursuant to CESA Section on Page 36.

Amendment No. 3

On October 25th, 2024, Permittees submitted a request for an amendment to 2081-2021-015-06 (Amendment No. 2) (See Cal. Code Regs., § 783.6(c)(4)). Permittees requested changes to the Project Description regarding Project phasing and associated fencing alignments, as well as reallocation of impact acreage occurring within each Project phase. Permittees also requested modifications within Conditions of Approval 8.14 and 8.18 Take Minimization Measures, and Condition of Approval 9 Habitat Management Land Acquisition to reflect the changes in the acreage associated with each Project Phase and to specify language regarding use of temporary exclusion fencing for the Covered Species, and use of gates in-lieu of guards to exclude the Covered Species at facility entrances. The Minor Amendment No. 3 was issued on February 14, 2025, and made the following changes to the Amended ITP:

1. Phase 2 and its impact acreage were expanded and split into subphases: Phase 2A and Phase 2B. Phase 2A contains the former Phase 2 area, and Phase 2B contains the Solar Facility previously associated with Phase 3 (see Amended Figure 2). The acreage impacted in Phase 2A is 1,195.1, and the acreage impacted in Phase 2B is 679.0.
2. The mega-wattage produced by the Phase 2 Solar Facility was increased from 150MW to 250MW, while the megawatt-hours stored by the BESS decreased from 1,400MWh to 1,000MWh.
3. Phase 3 no longer contains the Solar Facility and was moved to the north of the Project Area, thus reducing its impact acreage to 33.0 for the BESS. Perimeter fencing was added around the BESS.

4. Modification to Condition of Approval 8.13 included adding language to allow use of automatic V-track gates in lieu of desert tortoise guards.
5. Modification to Condition of Approval 8.14 included adding language regarding the use of Covered Species temporary exclusion fencing during construction, as well as the removal of the temporary exclusion fencing when construction is completed.
6. Modifications to Condition of Approval 8.18 were made to reflect the cost paid toward the Renewable Energy Action Team (REAT) for raven management per Phase based on the reallocation of impact acreage.
7. Table 2 of Condition of Approval 9 Habitat Management Land Acquisition was amended to reflect the separation of Phase 2 into two subphases (Phase 2A and Phase 2B) and reallocation of compensatory mitigation acreage. The compensation for Phase 2A impacts was identified as 710.9 acres. The compensation for Phase 2B impacts was identified as 2,037.0 acres. The compensation for Phase 3 impacts was identified as 19.6 acres.
8. Condition of Approval 10 Performance Security was modified to adjust the security costs based on the reallocation of impact acreage and required compensatory mitigation. Phase 2 security amount has been adjusted from \$8,546,850.00 to \$32,283,225.00, and Phase 3 has been adjusted from \$23,832,900.00 to \$96,525.00.

Amendment No. 4

On October 25, 2024, western burrowing owl (*Athene cunicularia hypugaea*) (BUOW) became a candidate species under the California Endangered Species Act (CESA). On August 8, 2025, Permittees submitted a request for an amendment to 2081-2021-015-06 (Amendment No. 3) (See Cal. Code Regs., § 783.6(c)(5)) and paid the appropriate fees. The amendment includes BUOW as a Covered Species, and associated avoidance, minimization, and mitigation measures. CDFW amends the following information:

1. The CESA Status of Agassiz's desert tortoise has been uplisted from Threatened to Endangered, and reference updated to Cal. Code Regs. tit 14 § 670.5(a)(4)(E).
2. Clarifying language was added to multiple Condition of Approvals to differentiate how the Permittee will comply with the measure for each Covered Species.
3. Table 2 of Condition of Approval 9 Habitat Management Land Acquisition has been amended to reflect the required Compensatory Acreage for the addition of BUOW. The resulting changes will add the following BUOW compensation habitat acreage by phase: Phase 2A at 2,036.02 acres, Phase 2B at 852.4 acres, and Phase 3 at 49.5 acres, with a cumulative project requirement of 2,937.92 acres of compensatory habitat.
4. Condition of Approval 10 Performance Security has been modified to adjust the security costs based on the addition of BUOW compensatory habitat. The total amount of security due has been adjusted from \$32,382,750.00 to \$34,376,664.00.

CDFW finds that this Amendment is a Major Amendment, as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(5).

Issuance of this Amendment will increase the number of Covered Species subject to take authorization compared to the Project as originally approved, however, by implementing additional western burrowing owl-specific take minimization measures, it is not expected that this Amendment will increase Project impacts on Covered Species (i.e., “impacts of taking” as used in Fish and Game Code Section 2081, subd. (b)(2)).

Issuance of this Amendment does not affect CDFW’s previous determination that issuance of the ITP meets and is otherwise consistent with the permitting criteria set forth in Fish and Game Code section 2081, subdivisions (b) and (c).

CDFW now reissues this ITP including the revised provisions in this Major Amendment (Collectively, the Amended ITP). The Amended ITP includes all of the operative provisions as of the effective date of this Amended ITP. Attachment 10 to this Amended ITP shows the specific red-line changes made to the ITP as a result of this Major Amendment.

Effective Date and Expiration Date of this ITP:

The original ITP was executed in duplicate original form and became effective when a duplicate original was acknowledged by signature of the Permittee on the last page of the original ITP and returned to CDFW’s Habitat Conservation Planning Branch at the address listed in the Notices section of this ITP. The original ITP’s effective date was June 21, 2021. This remains the effective date for the original take authorization. The Amended ITP shall be executed when signed by CDFW. Unless renewed by CDFW, this Amended ITP’s authorization to take the Covered Species shall expire on **July 1, 2061**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee’s obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee’s Final Mitigation Report required by Condition of Approval 7.10 of this ITP.

Project Location:

The proposed site consists of approximately 1,984 acres of Bureau of Land Management (BLM) administered land, approximately 13 miles west of the City of Blythe, California, and approximately 10 miles northwest of Palo Verde. The site is located immediately south of Interstate 10 (I-10) and approximately 9 miles west of State Route (SR) 78 (Figure 1). The site is located in a portion of Section 33 within Township 6 South, Range 20 East; portions of Sections 1, 2, 4, 11, 12, 13, 24, and 25 within Township 7 South, Range 20 East; and portions of Sections 6, 7, 8, 16, 17, and 18 within Township 7 South, Range 21 East, San Bernardino Meridian, California.

Project Description:

The Project would be constructed in three phases on a total of 1,983.6 acres (Amended Figure 2) (Table 1). The first phase (Phase 1) would cover a total of 76.5 acres. It would consist of a shared access road, gen-tie line, O&M area, and substation located on 47.6 acres and a Battery Energy Storage System (BESS) that would include up to 1,400

megawatt-hours (MWh) of integrated energy storage capacity on located on 28.9 acres. Phase 1A will include responsibility for the shared facilities (access road, gen-tie line, O&M area, and substation) along with its individual BESS location (of 11.9 acres) for a total of 59.5 acres and Phase 1B also will include responsibility for the shared facilities (access road, gen-tie line, O&M area, and substation) along with its individual BESS location (of 17.0 acres) for a total of 64.6 acres. Phase 2 would be a Solar Facility which would generate up to 250 megawatts (MWs) of renewable energy using photovoltaic (PV) technology and a BESS of up to 1,000MWh on 1,874.1 acres. Phase 3 would be a BESS of up to 1,400MWh on approximately 33.0 acres. Access to the Project and each phase would be provided from I-10 along the existing paved Wiley’s Well and Powerline roads to the Colorado River Substation (CRS).

Table 1 - Project Phases

Phases	Permittee	Area (acres)
Phase 1 – up to 1,400 MWh BESS		
Phase 1A and Phase 1B shared facilities	Sonoran West Solar Holdings, LLC & Sonoran West Solar Holdings 2, LLC	47.6
Phase 1A BESS – up to 800MWh BESS	Sonoran West Solar Holdings, LLC	11.9
Phase 1B BESS – up to 600 MWh BESS	Sonoran West Solar Holdings 2, LLC	17.0
Phase 2 – up to 250MW PV and 1,000MWh BESS		
Phase 2A	RE Cobalt, LLC	1,195.1
Phase 2B	RE Cobalt, LLC	679.0
Phase 3 – up to 1,400MWh BESS	RE Cobalt, LLC	33.0
Total		1,983.6

Battery Energy Storage System (BESS)

Phase 1A and 1B would consist of the BESS, fenced Substation, Switchyard, and O&M area, and the generation tie (Gen-tie) and Gen-tie corridor. Phases 2 and 3 would each include a BESS, fenced on-site Substation, Switchyard, and O&M area. Each BESS would consist of battery banks housed in enclosures and buried electrical conduit. The Project could use any commercially available battery technology, including but not limited to, lithium ion, lead acid, sodium sulfur, or sodium or nickel hydride. Each BESS would be located at the northern end of the site near the site access gate and proposed substations.

Substation and Gen-Tie Line

Up to four substations would collect consolidated intermediate voltage cables from the PV and BESS collector systems and transform the collection voltage from 34.5 kV to a transmission voltage of 230 kV. Each substation and associated equipment would have a footprint of approximately 150 feet by 200 feet and would be located within the fenced Project Area, near the CRS. The proposed gen-tie connecting to CRS would be up to 4,200 feet long and would be constructed with either monopoles, lattice steel structures, or wooden H-frame poles, for a total of up to 7 support structures. The up to 200-foot-wide corridor would comprise up to 23 acres including pull sites. For the overhead gen-tie line, structure foundations would be excavated to a depth of 20 feet or more and include concrete supports. Gen-tie structures would be up to 150 feet tall. The gen-tie line would consist of a three-phase 230 kV conductor, a ground wire, and a buried telecommunications fiber optic cable. The operation and maintenance (O&M) building(s) would be located near the proposed substations.

Solar Array Fields

The vegetation treatment in the module field would consist of mechanically mowing the vegetation and occasional grubbing of individual plants that may interfere with installation of specific components. About 5 percent of the module field acreage would be cut and filled (mass grading) to level the ground surface. Site ingress/egress would be accessed via locked gates located at multiple points around the solar plant site perimeter. Each unit would have at least one point of access. The boundary around each unit would be secured by an 8-foot-high chain-link perimeter fence, topped with 1 foot of three-strand barbed wire. The security fence would be co-located with a permanent desert tortoise exclusion fence. The on-site roadway system would include a perimeter road approximate 12 feet on both sides of the fencing around each solar array field, as well as access roads and internal roads.

Modules would be arranged on the site in arrays consisting of multiple rows. For single-axis tracking systems, the length of each row would be approximately 350 feet along the north-south axis. For fixed-tilt systems, a row consists of multiple tables (4 modules high by 10 modules wide, depending on design), each table approximately 65 feet along the east-west axis, with up to 1-foot spacing between each table. Spacing between each row would be a minimum of 4 feet. Structures supporting the PV modules would consist of steel piles (e.g., cylindrical pipes, H beams, or similar), which would be driven into the soil using pneumatic techniques, such as a hydraulic rock hammer attachment on the boom of a rubber-tired backhoe excavator. The total height of the module system measured from the ground surface would be up to 12 feet, and piles would be driven up to 12 feet below the ground surface. For fixed-tilt systems, the modules would be fixed at a 20- to 60-degree angle or as otherwise determined necessary during final design.

Operation and Maintenance

The O&M building(s) would be located near the proposed substations. The O&M building(s) would be approximately 2,000 square feet in size (approximately 40 feet by 50 feet, and 15 feet high at its tallest point), which would accommodate operation and maintenance staff. Two equipment storage containers each measuring 40 feet by 8 feet, and 9 feet high also would be located at each substation area. The O&M building(s) would be constructed on a concrete foundation.

The Project site will operate during daylight hours 7 days a week, 365 days a year. Routine operational and maintenance activities would include solar module repairs and washing; maintenance of support structures, transformers, inverters, energy storage systems, electrical collection systems, gen-tie lines and other electrical equipment as needed; road and fence repairs and maintenance; drainage control structure repairs and maintenance, vegetation, weed, and pest management performed in accordance with an approved Weed Management Plan and Pesticide Use Plan; security; responding to automated electronic alerts based on monitored data; and communicating with customers, transmission system operators, and other entities involved in facility operations.

The maximum number of staff on-site at any time would be 50 (40 temporary staff and 10 permanent staff). Approximately 7.3 million gallons of water (22 acre-feet) would be used annually, principally to wash modules and also for other uses such as substation restrooms. Any water supplied by an off-site source would be trucked to the site. Restrooms would consist of one or two above-ground, self-contained portable restrooms with built-in holding tanks, and would remain on-site for the duration of the project.

Decommissioning

The Project is anticipated to operate for a 40-year service life. In the event the Project ceases operation, the facilities would be decommissioned and dismantled, and the site restored to the original conditions described in the environmental setting. The Project phases may be decommissioned at different times depending upon commercial contracts and service life of the relevant facilities. It is estimated that decommissioning activities for the full Project would require 10,000 truck trips and a workforce of 320 workers and would take 17 months to complete. Upon decommissioning, the site could be converted to other uses in accordance with applicable land use regulations in effect at that time.

Above-ground structures and equipment and any underground equipment would be removed, including module posts and support structures; gen-tie poles that are not shared with third parties; the overhead collection system within the solar plant site; inverters, transformers, electrical wiring, equipment on the inverter pads, and related equipment and concrete pads; and any O&M facilities and related equipment and infrastructure. The substation would be removed unless otherwise arranged in accordance with permits, agreements, and ROW grant, e.g., if another entity were to assume ownership of the substation.

Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

Name	CESA Status
1. Agassiz's Desert Tortoise (<i>Gopherus agassizii</i>)	Endangered ⁴
2. Western burrowing owl (<i>Athene cunicularia hypugaea</i>)	Candidate ⁵

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

Impacts of the Taking on Covered Species:

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above expected to result in incidental take of individuals of the Covered Species include: vegetation clearing; grading, leveling, and compaction; excavation; installation of fencing or barriers; installation and/or construction of temporary Project facilities and structures; general operation of vehicles and heavy equipment; noise, vibration, and dust generating activities; 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; crushing or burial of individuals or eggs in burrows; destruction of burrows and refugia; and increased predation. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so of the Covered Species as well as, capture and relocation activities. More specifically, relocation of Covered Species out of harm's way may disrupt the behavior and social structure of resident individuals. The areas where authorized take of the Covered Species is expected to occur is within the 1,983.6-acre area for the Project site.

The Project is expected to cause the permanent loss of 1,983.6 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 noise and vibrations, displacement from preferred habitat, increased competition for food and space, and increased vulnerability to predation.

Incidental Take Authorization of Covered Species:

⁴ See Cal. Code Regs. tit. 14 § 670.5, subd. (a)(4)(E).

⁵ The species' status may change following the decision of the Fish and Game Commission to designate the species as threatened or endangered but if there is such a designation, the species will remain a Covered Species. See 2024 Cal. Reg. Notice Register, No. 43-Z, p. 1400 (October 25, 2024).

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from any violation of this ITP, or intentional take of Covered Species except for capture and relocation of Covered Species as authorized by this ITP.

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 with regard to each individual Permittees' respective Phase of the Project. Each Permittee shall be responsible for complying with the Conditions of Approval and other requirements and obligations of this ITP applicable to the activities undertaken for its individual phase of the Project.

- 1. Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
- 2. CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Environmental Impact Report (SCH No.: 2018031027) certified by the California Department of Fish and Wildlife on June 11, 2021, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
- 3. LSA Agreement Compliance:** Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration Agreements (LSAA) (Notification Nos. EPIMS-RIV-17451-R6 and EPIMS-RIV-42640-R6) for the Project executed by CDFW pursuant to Fish and Game Code §1600 et seq.
- 4. FESA Compliance:** Permittee shall implement and adhere to the terms and conditions related to the Covered Species in the Biological Opinion, as issued February 19, 2020 (13B0074-20F0113) pursuant to the Federal Endangered Species Act (FESA), that encompasses the Project. For purposes of this ITP, where the terms and conditions for the Covered Species in the federal authorization are less protective of the Covered Species or otherwise conflict with this ITP, the conditions of approval set forth in this ITP shall control.

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

6. General Provisions:

- 6.1. Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing a minimum of 60 Calendar days 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.
- 6.2. Biological Monitor(s). Permittee shall designate Biological Monitor(s) (Biological Monitor(s)) knowledgeable and experienced in the biology and natural history of the Covered Species. The 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.
- 6.3. Authorized Biologist. Permittee shall designate Authorized Biologist(s) (Authorized Biologist(s)) knowledgeable in the biology and natural history of the Covered Species. The Authorized Biologist(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate and avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Additionally, the Authorized Biologist(s) shall have experience with all activities that will be carried out for the Project including, but not limited to, excluding, blocking, and/or excavating burrows, handling and temporarily holding the Covered Species, relocating/translocating the Covered Species, reconstructing Covered Species burrows, unearthing and relocating Covered Species eggs, locating, identifying, and recording all forms of Covered Species signs, collecting Covered Species blood samples, conducting Covered Species health assessments, conducting Covered Species protocol level surveys, and/or attaching and removing transmitters to and from the Covered Species.
- 6.4. Biologists and Veterinarians Approvals. Permittee shall obtain CDFW approval of the Authorized Biologist(s), Biological Monitor(s), and veterinarian(s), in writing before starting Covered Activities, and shall also obtain advance written approval if any of these entities are changed. For approval, the Designated Representative shall submit Attachment 2 of this ITP and an Excel spreadsheet listing in alphabetical order the names of the proposed Authorized Biologist(s), Biological Monitor(s), and

veterinarian(s) to CDFW a minimum of 30 calendar days before starting Covered Activities or before any changes are made to these personnel. For each proposed Authorized Biologist(s) and Biological Monitor(s), the Excel spreadsheet shall include the activities outlined in this ITP and associated Desert Tortoise Translocation Plan (DTTP) and BUOW Mortality Reduction Plan that the Permittee is requesting approval for that individual to carry out.

- 6.5. Authorized Biologist(s) and Biological Monitor(s) Authority. To ensure compliance with the Conditions of Approval of the ITP, the Biological Monitor(s) and/or Authorized Biologist(s) shall have authority and take necessary steps to immediately stop work if any activity does not comply with this ITP and/or Authorized Biologist(s) shall order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. If a Biological Monitor or Authorized Biologist stops work, work shall not resume until an Authorized Biologist determines that all activities are in compliance with the ITP and communicates that determination to the onsite manager. Permittee shall inform all persons employed or otherwise working in the Project Area that the Biological Monitor(s) and Authorized Biologist(s) have the authority described in this subsection.
- 6.6. Education Program. Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Authorized Biologist(s) or Biological Monitor(s) that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall 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. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry 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. If the training program is presented as a prerecorded presentation, it shall be accompanied by a formal process that allows submission of questions that shall be answered by the Authorized Biologist(s) within 24 hours of submission.
- 6.7. Daily Construction Journal. The Biological Monitor(s) and Authorized Biologist(s) shall maintain a construction-monitoring notebook on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed

the education program. Permittee shall ensure a copy of the construction-monitoring notebook is available for review at the Project site upon request by CDFW.

- 6.8. Ongoing Trash Removal. Permittee shall ensure that all food and trash that could attract predators will be properly disposed of in self-closing, sealable containers, with lids that latch to prevent wind, common ravens (*Corvus corax*), and other scavengers from opening the containers. Permittee shall ensure all trash receptacles are regularly inspected, emptied, and removed from the Project Area at least once a week to prevent spillage and maintain sanitary conditions.
- 6.9. Dust Control. Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Biological Monitor(s) and/or Authorized Biologist(s). Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles. Tackifier and soil stabilizers may be used only if approved by CDFW prior to the start of Covered Activities.
- 6.10. Erosion Control Materials. Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 6.11. General Habitat and Species Avoidance. Permittee shall, to the greatest extent feasible, avoid impacts/disturbances to sensitive plants, plant communities, and animals within the Project Area. In addition, Permittee shall avoid, to the maximum extent practicable, impacts/disturbance to perennial, native vegetation within the Project Area. To the maximum extent practicable, Permittee shall limit access-related Covered Activities to "drive and crush" rather than vegetation removal or grubbing.
- 6.12. Firearms and Dogs. Permittee shall prohibit Project personnel, and any other individuals associated with the Project from bringing any firearms or dogs on the Project Area during Covered Activities, except those in the possession of authorized security personnel or local, state, or federal law enforcement officials, dogs that may be used to aid in official and approved monitoring procedures/protocols, or service dogs under Title II and Title III of the American with Disabilities Act.
- 6.13. Delineation of Project Boundaries. Before starting Covered Activities along each part of the route in active construction, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.

- 6.14. Delineation of Habitat. Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 6.15. Vehicular Traffic Restrictions. Permittee shall restrict Project-related vehicle traffic to established roads and the delineated Project Area; cross-country (off-road) vehicle travel shall be prohibited unless specifically accounted for as a Covered Activity. Project-related vehicle traffic shall not exceed 25 miles per hour, except in Covered Species habitat where vehicle speed shall not exceed 15 miles per hour. If a Covered Species is encountered, drivers shall stop, wait for the Covered Species to move off the road, and immediately notify the Biological Monitor(s) and/or Authorized Biologist of the Covered Species location. If handling of a Covered Species is required (desert tortoise only), the Biological Monitor(s) shall halt Project-related activities and immediately notify the Authorized Biologist(s). Project activities may not resume until the Covered Species has moved, on its own accord, out of harm's way, or until the Authorized Biologist(s) has relocated the Covered Species.
- 6.16. CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 6.17. Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 6.18. Refuse Removal. Upon completion of Covered Activities, Permittee 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, hardened concrete, and boxes.
- 6.19. Concrete Washout. Permittee shall not conduct concrete washout within the Project Area.
- 6.20. Staging Areas. Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally,

Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area.

7. Notification, Monitoring, and Reporting Provisions:

Notification Requirements

- 7.1. 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.
- 7.2. Notification of Non-compliance. The Designated Representative shall immediately notify CDFW if it determines that the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall report any non-compliance with this ITP to CDFW within 24 hours or as soon as email is available.
- 7.3. Notification of Take or Injury. Permittee shall immediately notify the Biological Monitor(s) and/or Authorized Biologist(s) if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Biological Monitor(s), Authorized Biologist(s), or Designated Representative shall provide initial notification to CDFW by following Condition of Approval 7.5. Following initial notification, Permittee shall send CDFW a written report within three calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.
- 7.4. Future Take or Injury Prevention. The Permittee 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 7.3 above.
- 7.5. Notifying Procedures. The Permittee or the Designated Representative shall provide all required notifications in this ITP by sending an email to the CDFW Regional Representative Marlee Poff (Marlee.Poff@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 addressing, any necessary photos or attachments, and the name and phone numbers of the Biological Monitor(s) and/or Authorized Biologist(s) (if applicable).

Monitoring Requirements

- 7.6. Compliance Monitoring. The Biological Monitor(s) and/or Authorized Biologist(s) shall be on-site daily when construction and decommissioning-related Covered Activities occur. The Biological Monitor(s) and/or Authorized Biologist(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. The Designated Representative, Biological Monitor(s), and/or Authorized Biologist(s) shall each 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. The Authorized Biologist(s) and/or Biological Monitor shall conduct compliance inspections a minimum of three times a day (once during the onset of the day's work, once mid-day, and once at the conclusion of that day's work). When all construction-related Covered Activities have been completed and the Project enters the operation and maintenance period, an Authorized Biologist(s) shall be on-site daily to monitor any ground-disturbing operation and maintenance-related Covered Activities being performed outside of the exclusionary fencing OR within 500 feet of any occupied BUOW burrow, and to conduct monthly compliance inspections within the exclusionary fencing for the term of this ITP and/or until Project decommissioning commences.

Reporting Requirements

- 7.7. Quarterly Compliance Report. The Designated Representative, Biological Monitor(s), and/or Authorized Biologist(s) shall compile the observation and inspection records identified in Condition of Approval 7.6 and 7.3 into a Quarterly Compliance Report and submit it by the 15th of March, June, September, and December of each year 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 CDFW as identified in Condition of Approval 7.5 and via e-mail to the Headquarters CESA Program. Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.
- 7.8. Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR

shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year as identified in Condition of Approval 7.7; (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 and permanent disturbance, both for the prior calendar year, and a total since ITP issuance.

- 7.9. CNDDDB Observations. The Designated Representative 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 Representative shall include copies of the submitted forms with the next Quarterly Compliance Report or ASR, whichever is submitted first relative to the observation. More information is available at <https://www.wildlife.ca.gov/Data/CNDDDB>.
- 7.10. Final Mitigation Report. No later than 45 calendar days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Compliance Report. The Biological Monitor(s) and/or Authorized Biologist(s) shall prepare the Final Compliance 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) a final calculation of Covered Species habitat impacts, including geographic information system (GIS) shapefiles in the format specified in Attachment 3 of this ITP; (7) 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; (8) 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 (9) any other pertinent information.

8. Take Minimization Measures:

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

- 8.1. Herbicides. Permittee shall only use herbicides containing a harmless dye and registered with the California Department of Pesticide Regulation (DPR). All herbicides shall be applied in accordance with regulations set by DPR. All herbicides

shall be used according to labeled instructions. Labeled instructions for the herbicide used shall be made available to CDFW upon request. No herbicide application when winds are greater than five (5) miles per hour.

- 8.2. Rodenticides and Insecticides. Permittee shall not use rodenticides and/or insecticides on the Project Area without prior written permission from CDFW. Permittee shall not use any second-generation anticoagulant rodenticide (brodifacoum, bromadiolone, difethialone, and difenacoum) on the Project Area. Permittee shall not use any first-generation anticoagulant rodenticide (diphacinone, chlorophacinone, and warfarin) on the Project Area without prior written permission from CDFW.
- 8.3. Removal of Debris. Permittee shall remove all hardened concrete and other loose debris in areas that need to be cleared by slowly removing stored material starting from the top and working down to ground level, rather than scooping from the ground up. This method will minimize the possibility of harming a Covered Species using the debris as shelter and will allow them to escape.
- 8.4. Entrapment Inspections. Any pipes, culverts, or similar structures with a diameter greater than 3 inches and less than 8 inches aboveground shall be inspected by the Authorized Biologist(s) and/or Biological Monitor(s) for Covered Species' before the material is moved, buried, or capped. The Authorized Biologist(s) and/or Biological Monitor(s) shall inspect all open holes and trenches within Covered Species habitat at a minimum of twice a day and just prior to backfilling. At the end of each work day, Permittee shall place an escape ramp at each end of trenches to allow any animals that may have become trapped in the trench to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees. If any worker discovers that Covered Species have become trapped, they shall halt Covered Activities and notify the Biological Monitor(s) and/or Authorized Biologist(s) immediately. Project workers and the Biological Monitor(s) and/or Authorized Biologist(s) shall allow the Covered Species to escape unimpeded if possible, or an Authorized Biologist(s) approved under Condition of Approval 6.4 of this ITP shall move the Covered Species out of harm's way before allowing work to continue.
- 8.5. Pre-Construction Clearance Surveys (Desert Tortoise). No later than **30 days** prior to start of Covered Activities for each phase of the Project, the Authorized Biologist(s) and/or Biological Monitor(s) approved under this ITP shall conduct pre-construction clearance surveys for Covered Species for the applicable phase(s), using the methods described in the most recent United States Fish and Wildlife Service (USFWS) Desert Tortoise (Mojave Population) Field Manual (hereinafter referred to as USFWS Field Manual). In addition to the guidance provided in the USFWS Field Manual, CDFW provides the following requirement(s):

- 8.5.1. Pre-construction clearance surveys shall be completed using perpendicular survey routes within the relevant phase of the Project Area. Pre-construction clearance surveys cannot be combined with other clearance surveys conducted for other species while using the same personnel. Covered Activities cannot start until two (2) negative results from consecutive surveys using perpendicular survey routes for the Covered Species are documented.
- 8.5.2. These surveys shall cover 100 percent of the relevant phase of the Project Area and a 50-foot buffer zone around the phase area. The Biological Monitor(s) and/or Authorized Biologist(s) shall record all potential Covered Species and burrows within the pre-construction clearance survey area, using global positioning system (GPS) technology. The Biological Monitor(s) and/or Authorized Biologist(s) shall provide the results of the pre-construction clearance survey (including all information of the USFWS Protocol data sheet) to CDFW within 10 Calendar days of completing the surveys. The use of specialized equipment (e.g., fiber optics) may be necessary to thoroughly inspect all burrows in preparation for collapsing them.
- 8.5.3. Twenty-Four (24) hours prior to the start of Covered Activities, except for areas already cleared inside the permanent desert tortoise exclusion fencing (Condition of Approval 8.14), the Biological Monitor(s) and/or Authorized Biologist(s) shall conduct a final clearance survey of the relevant phase of the Project Area. The use of specialized equipment (e.g., fiber optics) may be necessary to thoroughly inspect all burrows in preparation for collapsing them.
- 8.6. Construction Monitoring. Biological Monitor(s) and/or Authorized Biologist(s) shall monitor and be present at all times during construction-related Covered Activities.
- 8.7. 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 Authorized Biologist(s). Covered Activities shall not resume until the Authorized Biologist(s) and/or Biological Monitor(s) has verified the Covered Species has left the Project Area OR an Authorized Biologist(s) approved under Condition of Approval 6 of this ITP relocates the Covered Species as described in this ITP and the DTTP or avoids and buffers, or excludes and excavates the burrow per Conditions of Approval 8.26.5 and 8.26.6 in this ITP and the BUOW Mortality Reduction Plan. The Designated Representative shall immediately notify CDFW of any Covered Species observations, except for Covered Species that are transmittered, within the Project Area. Notification shall occur as described in Condition of Approval 7.5 within 24 hours. Notification and the written report shall include the date, location, and circumstances of the observation, the name of the

Authorized Biologist(s) that relocated the desert tortoise individual, pictures, map and shapefiles with the location (including GPS coordinates) where the individual was moved as specified in the DTTP. Notification and the written report for BUOW shall include but not be limited to the requirements of Condition of Approval 8.26.3.

- 8.8. Excavating Burrows. Only Authorized Biologist(s) and Biological Monitor(s) approved by CDFW under Condition of Approval 6.4 of this ITP are authorized to conduct burrow excavation. Excavation of burrows shall follow the methods described the USFWS Field Manual for desert tortoise burrows and Condition of Approval 8.26.6 for BUOW burrows.
- 8.9. Covered Species Translocation (Desert Tortoise). Regardless of the number of Covered Species estimated to be translocated the Permittee shall prepare a Desert Tortoise Translocation Plan (DTTP) 60 Calendar days prior to start of Covered Activities and submit it according to condition of approval 7.5 of this ITP. Covered Activities are not authorized to start until the DTTP is approved in writing by CDFW. The DTTP shall follow the most current guidelines provided by USFWS and CDFW regarding Covered Species translocation. Where guidance differs between USFWS and CDFW, verbal and/or written direction provided by CDFW always controls.

The list of items below are the most common examples of the differences between CDFW and USFWS guidelines. These shall be included in the DTTP along with the most recent USFWS translocation guidelines:

- Translocated tortoise are tortoises removed from the Project Area and/or have a radio transmitter attached.
- The Authorized Biologist shall determine when the creation of artificial burrows is needed.
- Health Assessments shall start after May 15th or earlier with written approval from CDFW.^{6 7 8}Any blood ELISA test results that come back suspect or inconclusive shall require the tortoise be resampled and the blood/plasma aliquot be retested.
- Ambient air temperature guidelines shall be followed as specified in Condition of Approval 8.10 of this ITP.

⁶ Elliott R. Jacobson, Mary B. Brown, Lori Wendland, Daniel R. Brown, Paul A. Klein, Mary M. Christopher, Kristin H. Berry, Mycoplasmosis and upper respiratory tract disease of tortoises: A review and update, The Veterinary Journal (2014), <http://dx.doi.org/doi:10.1016/j.tvjl.2014.05.039>.

⁷ Hemen, B.T., Peterson, C.C., Wallis, I.R., Berry, K.H., and Nagy, K.A., 1998, Effects of climatic variation on field metabolism and water relations of desert tortoises: *Oecologia*, v. 117, p. 365–373.

⁸ Peterson, C.C., 1996, Anhomeostasis: seasonal water and solute relations in two populations of the desert tortoise (*Gopherus agassizii*) during chronic drought: *Physiological Zoology*, v. 69, p. 1,324–1,358.

- Tortoises <100 millimeters (mm) midline carapace length (MCL) shall be released immediately without being held, transmittered, or blood drawn for disease testing as long as the temperature requirements in Condition of Approval 8.10 of this ITP above are met.
- CDFW does not authorize the release of tortoises that test positive for disease even if it does not show outward signs of the disease. If a tortoise tests positive for disease it is the responsibility of the Permittee to locate a CDFW approved facility to place the tortoise in. Any exception to this determination will need to be approved in writing by CDFW on a case-by-case basis.
- Linear Facilities: Tortoises >100 mm MCL that are moved due to their burrow being collapsed shall be transmittered (duration of monitoring shall be determined on an individual project basis and shall be included in the DTTP) and disease tested.
- Disease testing shall not be done between November 1 and May 14. If a tortoise >100 mm MCL is found between November 1 and May 14 or earlier with written approval from CDFW the tortoise shall be held in quarantine facilities and shall remain in quarantine until tested twice (once in the spring and once in the fall). If the tortoise tests negative for disease it can be released in accordance with the approved DTTP. Blood draw samples for *Mycoplasma agassizii* and *Mycoplasma testudineum* shall determine if a tortoise is negative or positive for disease. A combination of results from blood testing and visual inspection will be used to determine the health of a tortoise. Blood draw samples will be sent to: Dr. Mary Brown, University of Florida Mycoplasma Laboratory, 2015 SW Archer Road, Room V2-234, Gainesville Florida 32608, or other facility approved by CDFW. CDFW uses enzyme-linked immune assay (ELISA) test results to determine if a tortoise is positive for disease. The ELISA tests will be used to test for exposure to herpes virus (*Mycoplasma agassizii* and *Mycoplasma testudineum*). If a tortoise tests positive or suspect for disease, then the tortoise will be tested twice for disease (once in the spring after May 15 to and once in the fall). To determine results of blood testing use the most current guidelines provided by the University of Florida Mycoplasma Laboratory Department of Infectious Diseases and Pathology. The University of Florida Mycoplasma Laboratory Department of Infectious Diseases & Pathology 2013 criteria for classifying *Mycoplasma agassizii* and *Mycoplasma testudineum* is a titer <32 is negative, a titer > 64 is positive, and a titer of 32 is suspect (retesting in 6 weeks) or most current guidelines. All sample forms shall come from the University of Florida's guidance.
- The DTTP shall include a requirement that all translocated tortoises regardless of size be included in the translocation numbers and all reports.

- The DTTP shall propose a minimum of one recipient site. Recipient sites shall have the vegetative structure to support all life stages of desert tortoises. In addition to the USFWS Field Manual guidelines the DTTP shall also include identifying the known threats or potential causes of population decline, how potential threats have been or would be addressed, complete physical examination and health assessments with sample collection, age-structure and sex ratios, protocol level surveys, vegetation classification and quality of habitat. The DTTP shall detail which characteristics are to be used to decide if a recipient site is similar enough to a Project Area including burrow aspects, and recovery needs such as habitat restoration and/or predator control.
- All tortoises >100 mm MCL removed off the Project Area shall be transmitterd and monitored for 5 years post translocation.
- Recipient sites shall be a minimum of 4 miles⁹ (6.5 kilometers) away from highway/road right-of-way that does not include Covered Species fencing.
- All tortoise burrows within the Project Area shall be excavated following procedures outlined in the U. S. Fish and Wildlife Service Desert Tortoise Field Manual.
- Creation of artificial burrows, as well as translocation of tortoises and eggs shall only occur on land(s) (including Bureau of Land Management), when written authorization has been obtained from the landowner prior to the start of Covered Activities. The written permission from the landowner shall be included in the DTTP and the DTTP shall not be approved by CDFW until authorization is provide in writing. If creation of artificial burrows or translocation of tortoise or eggs is proposed to take place on private lands then in addition to written approval required above, some form of protection for the land such as a conservation easement shall be in place prior to translocation occurring.
- Cleaning and Disinfection Protocol. Trifectant and Rescue Ready to Use One Step Disinfectant Cleaner are the only products authorized under this ITP and its associated DTTP to be used as a disinfectant. These products are not authorized to be applied using a spray bottle or other spray methods.

Cleaning and Disinfection Protocol shall include the following:¹⁰

- Remove all grossly visible debris.

⁹ U.S. Fish and Wildlife Service. 2018. Translocation of Mojave Desert Tortoises from Project Sites: Plan Development Guidance. U.S. Fish and Wildlife Service, Las Vegas, Nevada.

¹⁰ Brown, Mary. Cleaning and Disinfection Protocol. Department of Infectious Diseases and Pathology, College of Veterinary Medicine, Gainesville FL.

- Wash the area or item with water and mild detergent.
- Thoroughly rinse the cleaned area to remove any detergent residue.
- Allow the area to dry completely
- Apply disinfectant mixture.
- Allow the full disinfectant product recommended contact time.
- Thoroughly rinse away any residual disinfectant and allow the area or item to air dry.

8.10. Ambient Air Temperature (Desert Tortoise). During all handling procedures, Covered Species shall be treated in a manner to ensure that they do not overheat or exhibit signs of overheating (e.g., gaping, foaming at the mouth, etc.), or are placed in a situation where they cannot maintain surface and core temperatures necessary to their well-being. Covered Species shall be kept shaded at all times until it is safe to release them. For the purposes of this permit, ambient air temperature shall be measured in the shade, protected from wind, at a height of 5 centimeters above the ground surface. For all Covered Activities no Covered Species shall be captured, moved, transported, released, or purposefully caused to leave its burrow for whatever reason when the ambient air temperature is above 95° Fahrenheit (F) (35° Celsius (C)). No Covered Species shall be captured if the ambient air temperature is anticipated to exceed 95° F (35° C) before handling or processing can be completed. If the ambient air temperature exceeds 95° F (35° C) during handling or processing, Covered Species shall be kept shaded in an environment that does not exceed 95° F (35° C), and not released until ambient air temperature declines to below 95°F (35°C). Covered Species moved during the less active season (June 1 to August 31 and November 1 to March 31) shall be monitored by the Authorized Biologist(s) for at least two days after placement in the new burrows to ensure their safety. During relocation, the Authorized Biologist(s) may hold a captured Covered Species overnight and move them the following morning within these temperature constraints.

8.11. Covered Species Rehydration (Desert Tortoise). If a Covered Species voids its bladder as a result of being handled, the Authorized Biologist(s) shall rehydrate the animal(s). The Authorized Biologist(s) shall rehydrate the Covered Species at the location where the animal(s) was or were captured, or the location where the animal(s) is or will be released. The Authorized Biologist(s) shall rehydrate the Covered Species by placing it in a tub with a clean plastic disposable liner. The Authorized Biologist(s) shall add water to the lined tub while ensuring that the water level is not higher than the lower jaw of the Covered Species. The Authorized Biologist(s) shall rehydrate each Covered Species individually for a minimum of 10 to 20 minutes. The Authorized Biologist(s) shall place the lined tub in a quiet protected area during rehydration. Authorized Biologist(s) who have appropriate training and approval to rehydrate Covered Species via epicoelomic injection may do so following the methods in the USFWS Field Manual or more recent guidelines.

- 8.12. Covered Species Handling Records (Desert Tortoise). The Authorized Biologist(s) and/or Biological Monitor(s) shall maintain a record of all Covered Species handled. This information shall include: (a) the locations (narrative and maps) and dates of observation, including whether the individual(s) was found above ground or in a burrow; (b) ambient temperature when handled and released; (c) general condition and health of the individual(s), including injuries, state of healing, and whether the individual(s) voided its bladders; (d) identified diagnostic markings (i.e., identification numbers or marked marginal scutes); (e) location moved from and location moved to (using GPS technology), including information on any burrow (natural or artificial) utilized; (f) whether any eggs were discovered and relocated; (g) digital photographs of any Covered Species and eggs handled; and (h) results of ongoing monitoring. The Designated Representative(s) shall provide CDFW with the information listed above submitted in the quarterly reports.
- 8.13. Covered Species Guards and Gates (Desert Tortoise). Guard or gate locations and design for the purpose of excluding Covered Species shall be provided to CDFW and shall be approved by CDFW in writing prior to starting Covered Activities. The design of Covered Species guards shall include exit ramps and cleanout. The design of gates in lieu of guards shall ensure full exclusion of Covered Species. Gates shall be automatic and programmed to open and close for each vehicle ingress and egress. The gate shall never be left open by workers, which would allow Covered Species to enter the site. Should non-compliance of this measure occur and gates be left open by workers, all work within the facility shall immediately cease and a clearance survey shall be performed by the Authorized Biologist following the methodology described in Condition of Approval 8.5. Gate design shall follow USFWS guidance, which specifies a V-track gate with exclusion fencing attached to decrease the clearance between the bottom of the gate and ground to less than one inch. Guards or gates shall be installed along the Existing Right-of-Way fence where Bureau of Land Management (BLM) designated roads enter the Right-of-Way. Gates shall be regularly maintained to ensure proper function (e.g. track shall be checked regularly for sand or any other substance that may hinder its ability to close properly). Guard locations and design shall be provided to CDFW and shall be approved by CDFW in writing prior to starting Covered Activities.
- 8.14 Permanent Security Fencing with Attached Desert Tortoise Fencing. The permanent desert tortoise exclusion fencing shall be attached to the 8-foot-high standard chain link security fencing associated with Phase 2 and 3 of the Project. This fencing shall be installed around the array fields, BESSs, operation and maintenance facilities, warehouses, switchyard, and interconnection facilities.

For Phase 1, the permanent desert tortoise exclusion fencing shall be detached from the north side of the 8-foot-high standard chain link security fencing of the substation

and BESS facility. The permanent desert tortoise exclusionary fencing shall be installed on the north side of the access road with permanent desert tortoise guards within the access road where there is a gap for vehicle passage (Figure 3). The desert tortoise exclusionary fencing shall be attached to the 8-foot-high standard chain link security fencing on the east, south, and west sides of the substation and BESS facility.

The Permittee shall construct the desert tortoise fence according to Chapter 8 of the USFWS Field Manual, but if any tortoises ≤ 100 mm MCL are translocated within 500 meters of the Project site, tortoise fencing shall be 16 gauge or heavier galvanized after welded wire with mesh opening of $\frac{1}{2}$ inch horizontal by $\frac{1}{2}$ inch vertical.

Temporary desert tortoise exclusion fencing may be installed within the authorized Project area during construction (e.g., along access roads). Use of temporary desert tortoise exclusionary fencing shall require notification to CDFW via e-mail prior to installation. The notification shall include a map of where the fencing shall be installed and method for installation for CDFW review and approval. All temporary desert tortoise exclusion fencing shall be removed following construction.

- 8.15. Covered Species Fence Maintenance Inspection (Desert Tortoise). The Biological Monitor(s) and/or Authorized Biologist(s) shall inspect the Covered Species fencing during construction and decommissioning-related Covered Activities, at the end of each workday, and within 24 hours of major rainfall and high wind events to ensure Covered Species is prohibited from entering the relevant phase of the Project Area. Fence inspections shall be performed a minimum of twice per day in areas where known home ranges overlap the fence alignment following installation and until the end of the subsequent Covered Species active season. Once all Project phases are in operation and maintenance, the permanent desert tortoise exclusion fencing shall be inspected by the Biological Monitor(s) and/or Authorized Biologist(s) at least once monthly and within 24 hours of major rainfall and high wind events. Permittee shall inspect and maintain the detached exclusionary fence and permanent desert tortoise guards for Phase 1 daily. If the fence is compromised, repairs shall be completed immediately, and clearance protocol level surveys shall be conducted as described in Condition of Approval 8.5. Should a Covered Species become entrapped in the desert tortoise guard, an Authorized Biologist shall be immediately notified.
- 8.16. Vehicle Inspection. Workers shall inspect for Covered Species under vehicles and equipment before the vehicles and equipment are moved. If a Covered Species is present, the worker shall contact the Biological Monitor(s) or Authorized Biologist(s) and wait for the Covered Species to move unimpeded to a safe location or the Authorized Biologist(s) shall relocate desert tortoise as described in Condition of Approval 8.9 before moving vehicles and equipment. For BUOW, the Authorized Biologist shall determine if avoidance or exclusion per Conditions of Approval 8.26.5 and 8.26.6 in this ITP and the BUOW Mortality Reduction Plan is necessary.

- 8.17. Staging Area and Parking Area. During construction and decommissioning-related Covered Activities, the Permittee shall enclose all staging areas and parking areas with Covered Species exclusion fencing. All parked vehicles and equipment within an unfenced area of the Project (e.g. gen-tie line) during the operation and maintenance period shall be inspected underneath for Covered Species presence prior to being moved per Condition of Approval 8.16. If a Covered Species is found within a staging or parking area the worker shall immediately contact a Biological Monitor(s) and/or Authorized Biologist(s) approved in Condition of Approval 6.4 of this ITP. An Authorized Biologist approved in Condition of Approval 6.4 of this ITP shall relocate desert tortoise in accordance with Condition of Approval 8.9 of this ITP and the DTTP. For BUOW, the Authorized Biologist shall determine if avoidance or exclusion per Conditions of Approval 8.26.5 and 8.26.6 in this ITP and the BUOW Mortality Reduction Plan is necessary.
- 8.18. Raven Management. The Permittee shall prepare a Raven Management Plan to minimize the potential to attract common ravens to the site and submit it to CDFW for review and approval. In addition, the Permittee shall provide funds to the Renewable Energy Action Team (REAT) account established with the National Fish and Wildlife Foundation (NFWF) to contribute to a region-wide raven control plan to help address raven predation on the tortoise. This contribution shall be used to address raven predation on a regional basis and shall be calculated as a one-time payment of \$105 per acre of project disturbance. Based on this calculation the Permittee shall provide a one-time payment for each phase at \$105.00/acre (Phase 1 76.5 acres at \$8,032.50 (Phase 1A \$3,748.50 and Phase 1B \$4,284.00), Phase 2 1,874.1 acres at \$196,780.50, and Phase 3 33.0 acres at \$3,465.00) to the REAT account established with NFWF's Raven Management Plan fund. A minimum of **30 days** prior to the start of Covered Activities for each phase these funds shall be provided to NFWF using appropriate deposit document (Attachment 4) and proof of paying this fee shall be provided to CDFW within 24 hours after the funds have been provided to NFWF.
- 8.19. Borrow Pit. Removal of material from borrow pits or dumping of construction material into borrow pits is not covered by this ITP.
- 8.20. Erosion Control Materials – Monofilament Netting. To minimize the risk of ensnaring and strangling Covered Species, Permittee shall not utilize erosion control materials containing synthetic (e.g., plastic or nylon) monofilament netting. Geotextiles, fiber rolls, and other erosion control measures shall be made of loose-weave mesh, such as jute, coconut (coir) fiber, or other products without welded weaves.
- 8.21. Natural and Biodegradable Erosion Control Materials. Permittee shall utilize erosion control materials composed entirely of natural-fiber biodegradable materials. Permittee shall not use plastic "photodegradable" erosion control materials.

8.22. Invasive Plant Management Plan. Permittee shall develop an Invasive Plant Management Plan focused on controlling or eradicating existing invasive plants within the project site and preventing the introduction of new nonnative and invasive plants into the project site. The Plan shall include a list of plant species targeted for control or eradication, a description of the methods that will be used for control or eradication, a list of BMPs to prevent the introduction and spread of invasive plant species into and out of the project site, monitoring requirement, success criteria, and a rapid response plan in the event that a new plant species invades the project site. The Plan shall be implemented during Covered Activities and monitored for the time specified in the Plan. The Plan shall be submitted to CDFW for review and approval no later than 60 days prior to the commencement of Covered Activities.

8.24. Full time monitoring. An Authorized Biologist(s) shall be present on-site during all construction and decommissioning-related Covered Activities. An Authorized Biologist(s) and/or Biological Monitor(s) shall be present at all times while ground-disturbing Covered Activities occur outside a permanent fenced area or within 500 feet of an occupied BUOW burrow. During the operation and maintenance period of the Project, an Authorized Biologist shall be on-call to address any compliance related issues.

8.25. Revegetation. Plantings and seed mix shall be approved by CDFW prior to application. Plantings and seed mix shall be comprised of only native plant material from the same geographic range as the Project.

8.26 Burrowing Owl-Specific Take Minimization Measures

8.26.1 Burrowing Owl Mortality Reduction Plan. Permittee shall submit a BUOW Mortality Reduction Plan prepared by an approved BUOW Authorized Biologist to CDFW at least 30 days prior to beginning Covered Activities. Burrow exclusion, burrow excavation, artificial burrow construction, and other relocation activities shall not proceed until this plan has been approved in writing by CDFW. The BUOW Mortality Reduction Plan shall include, but not be limited to: detailed description of survey methodology; detailed burrow exclusion and excavation methods; methods for monitoring BUOW post-exclusion; proposed avoidance buffers based on project activity and disturbance level; proposed Covered Activities that may occur within a reduced buffer request; identification of a wildlife rehabilitation center or veterinary facility capable of and willing to treat injured BUOW or care for at-risk BUOW, BUOW eggs, and/or BUOW chicks; and procedure for collection and storage of BUOW carcasses. The plan should also include a section describing burrow replacement according to Condition of Approval 8.26.2. Only CDFW-approved BUOW Authorized Biologists or personnel following directions from and under the supervision of the Authorized Biologist, shall handle and transport injured BUOW for treatment or impacted BUOW eggs for salvage. All other BUOW handling is

prohibited.

Once the BUOW Mortality Reduction Plan is approved in writing by CDFW, it shall be used for the duration of this ITP unless updated to reflect best available science in which case CDFW will contact the Permittee to discuss needed updates. Any Permittee proposed changes to the BUOW Mortality Plan shall be submitted, in writing, to CDFW and approved in writing prior to the implementation of any proposed modifications.

- 8.26.2 Burrowing Owl Burrow Replacement. Permittee shall replace each known BUOW burrow (as defined in Condition of Approval 8.26.5) that cannot be avoided within the Project Area with an artificial burrow to compensate for the loss of important shelter used by BUOW for protection, reproduction, and escape from predators. The BUOW Burrow Replacement section within the BUOW Mortality Reduction Plan shall include, but not be limited to: a discussion and map of potential artificial burrow replacement locations; description of the replacement burrow design and dimensions (e.g., depth and width of burrow, width of burrow entrance, orientation of burrow entrance, number and placement of entrances to natal burrows); artificial burrow installation methods; and long-term artificial burrow protection and maintenance methods; and timing of artificial burrow installation/construction.
- 8.26.3 Burrowing Owl Pre-Construction Surveys and Reporting. The BUOW Authorized Biologist(s) shall conduct surveys to identify, flag, and map all potential, known, and/or nesting burrows (as defined in Condition of Approval 8.26.4) within 30 calendar days prior to beginning Covered Activities in each work area or phase within the Project Area. Surveys shall include the work area or phase and 500 feet beyond the limits of the work area or phase, unless otherwise approved in advance and in writing by CDFW. If the BUOW Authorized Biologist identifies any potential, known, or nesting BUOW burrows, the burrow(s) shall be monitored following the Conditions of Approval 8.26.6 and 8.26.7 unless avoided per Condition of Approval 8.26.5. Permittee shall provide the preconstruction survey results with a Burrow Map of that work area or phase (see Condition of Approval 8.26.4) in a written report to CDFW's Regional Representative at least five calendar days prior to the beginning of Covered Activities in that work area or phase. 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 previously surveyed, Permittee shall contact the CDFW Regional Representative by email and may be required to conduct additional BUOW burrow surveys and Burrow Map before work may be reinitiated in that part of the Project Area.
- 8.26.4 Burrow Map. The BUOW Authorized Biologist shall provide a KMZ map to CDFW of all BUOW burrows found during the surveys performed per Condition of

Approval 8.25.3. The map shall show details and locations of all BUOW sightings and potential, known, and nesting BUOW burrows as defined in Condition of Approval 8.26.5. The map shall include an outline of the Project Area and a title, north arrow, scale bar, and legend.

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

- If a known BUOW burrow (a burrow that shows evidence of current or past use within the last 3 years or is known based on Project observations to have been used in the past) or an “atypical” burrow (e.g., a pipe, culvert, buckled concrete, etc.) showing signs of occupancy (e.g., BUOW presence, whitewash, pellets, prey remains, etc.) is discovered, Permittee shall establish a minimum no-distance buffer. A no-disturbance buffer as described in the Mortality Reduction Plan be established around known BUOW burrows.
- If a BUOW burrow used for nesting (e.g., known BUOW burrow with indications of the presence of eggs, chicks, dependent young, and/or brooding or egg incubation) is discovered within or immediately adjacent to the Project Area, the Permittee shall follow procedures outlined in the Mortality Reduction Plan.
- If BUOW burrows cannot be avoided as described above, then the Permittee shall follow ITP Condition of Approval 8.26.1, 8.26.6, and 8.26.7 as appropriate. If BUOW are visibly stressed by the Covered Activities or workers in the vicinity after these no-disturbance buffers are established, all work in the vicinity shall immediately cease and increased no-disturbance buffers shall be determined by the BUOW Authorized Biologist(s) based on their behavioral observations of the affected BUOW. The Authorized Biologist(s) shall report to CDFW any buffers that were increased due to behavioral observations for evaluations and determination of buffer effectiveness.

8.26.6 Burrowing Owl Burrow Exclusion and Excavation. The BUOW Authorized Biologist(s), or Biological Monitor(s) under direct supervision of the Authorized Biologist, shall exclude then excavate known or potential burrows that exhibit signs of current or past BUOW use or characteristics suggestive of BUOW burrow (including burrows in natural substrate and in/under man-made structures) that cannot be avoided per the Condition of Approval 8.26.5 and that are within the footprint of ground-disturbing activities. Exclusion shall occur outside the breeding season unless otherwise approved by CDFW in advance in writing. Burrows to be destroyed shall be fully excavated, filled with dirt, and compacted to ensure that BUOW cannot reenter or use the burrow during the period that Covered Activities

occur in the Project Area. An established BUOW burrow no-disturbance buffer may be removed once the burrow is collapsed and the BUOW(s) is/are no longer using the burrow.

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

8.26.7 Burrowing Owl Burrow Blockage. If an unoccupied BUOW burrow can be avoided by construction and does not need to be collapsed, but is within a distance of construction to cause significant stress to the BUOW, the Permittee shall block rather than destroy the burrow. The blocked burrow will be unblocked and made available for use after construction is complete. Burrows (including burrows in natural substrate and in/under man-made structures) be blocked only immediately after the BUOW Authorized Biologist(s) has conducted four consecutive 24-hour periods of monitoring with infrared camera and determined that BUOW is not currently present. Burrow blockage should be done in a manner that prevents burrowing animals from digging back into the burrow. All blocked burrows shall be monitored by the BUOW Authorized Biologist(s) or Biological Monitor(s) at least once a week to ensure that the exclusion material is still intact. If BUOW gains access to the burrow, the Permittee shall contact CDFW immediately and obtain written guidance regarding how to proceed. All blocked burrows shall be unblocked within 48 hours of completion of construction Covered Activities within the prescribed buffer distance.

8.26.8 Burrowing Owl Injury. If a BUOW is injured or found dead within the vicinity of the

Project Area, the Permittee shall notify CDFW of the injury or mortality of the BUOW immediately by email as described in Condition of Approval 7.3. The BUOW Authorized Biologist(s) shall follow the BUOW Mortality Reduction Plan to either immediately transport injured individuals to a CDFW-approved wildlife rehabilitation center or veterinary facility or follow approved collection and storage procedures for deceased animals. Both options shall be identified per Condition of Approval 8.26.1. Permittee shall bear any cost associated with care and recovery of any injured BUOW adults, nesting(s), or egg(s) and hacking (controlled release of captive reared young).

9. Habitat Management Land Acquisition:

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

To meet this requirement, the Permittee shall either purchase **2,767.5** desert tortoise credits and **2,937.92** western burrowing owl credits from a CDFW-approved mitigation or conservation bank (Condition of Approval 9.2) that correspond to their respective Phases in Table 2 OR shall provide for both the permanent protection and management of Habitat Management (HM) lands pursuant to Condition of Approval 9.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 9.4 below that correspond to their respective Phases in Table 2. Permanent protection and funding for perpetual management of compensatory habitat must be complete before starting Covered Activities within each phase, or within **28 months** from the start of ground disturbance for each Phase if Security is provided pursuant to Condition of Approval 10.1 below for all uncompleted obligations.

Table 2 – Compensation Acreage by Phase

Phase	Desert Tortoise Compensation (acres)	Western Burrowing Owl Compensation (acres)
Phase 1A	0.0	0.0
Phase 1B	0.0	0.0
Phase 2A	722.25	2036.02
Phase 2B	2,037.0	852.4
Phase 3	8.25	49.5
Total	2,767.5	2,937.92

9.1. Cost Estimates. CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands as follows:

9.1.1. *Land acquisition*. Land acquisition costs for HM lands identified in Condition of Approval 9.3 below, estimated at \$4,000.00/acre for **2,937.92 acres: \$11,751,680.00**. Land acquisitions costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements, and all other costs necessary to review and acquire the land in fee title and record a conservation easement.

9.1.2. *Start-up costs*. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 9.3.5 below, estimated at \$4,000.00/acre for **2,937.92 acres: \$11,751,680.00**.

9.1.3. *Interim management*. Interim management period funding as described in Condition of Approval 9.3.6 below, estimated at \$600.00/acre for **2,937.92 acres: \$1,762,752.00**.

9.1.4. *Long-term management*. Long-term management funding as described in Condition of Approval 9.4 below, estimated at \$3,100.00/acre for **2,937.92 acres: \$9,107,552.00**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.

9.1.5. 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 9.5, estimated at **\$3,000.00**.

9.2. Covered Species Credits. Permittee shall purchase 2,767.5 desert tortoise credits and 2,937.92 western burrowing owl credits in the amounts according to Table 2 from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities within each Phase, or no later than **28 months** from the start of Covered Activities within each Phase if Security is provided pursuant to Condition of Approval 10.1 below.

OR:

9.3. Habitat Acquisition and Protection. To provide for the acquisition and perpetual protection and management of the HM lands, the Permittee shall:

- 9.3.1. Fee Title/Conservation Easement. Transfer fee title to 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. 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 does not hold the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e);
- 9.3.2. 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, a formal Proposed Lands for Acquisition Form (PLFAF, Attachment 6a/6b) identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species;
- 9.3.3. HM Lands Documentation. Provide a recent preliminary title report, initial hazardous materials survey report, and other necessary documents (see Attachment 6b). 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;
- 9.3.4. Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 Calendar 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.

9.3.5. 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 <http://www.dfg.ca.gov/habcon/conplan/mitbank/>); (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;

9.3.6. Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management. Permittee shall either (1) provide a security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.

9.4. Endowment Fund. If the Permittee will permanently protect and perpetually manage compensatory habitat as described in Condition of Approval 9.3, the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with the management plan(s) required by Condition of Approval 9.3.5. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

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

9.4.1. Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended. Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(4) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(4).

9.4.2 Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare a Property Analysis Record (PAR) [or PAR-equivalent analysis] (hereinafter "PAR") to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). The Permittee shall submit to CDFW for review and approval the results of the PAR before transferring funds to the Endowment Manager.

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

9.4.2.2 Endowment Buffers/Assumptions. Permittee shall include in PAR assumptions the following buffers for endowment establishment and use

that will substantially ensure long-term viability and security of the Endowment:

9.4.2.2.1. 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.

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

9.4.2.2.3. 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.

9.4.3 Transfer Long-term Endowment Funds. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

9.5. Reimburse CDFW. Permittee shall reimburse CDFW for all reasonable expenses incurred by CDFW such as transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.

10. Performance Security

The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 9 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

10.1. Security Amount. The total Security shall be in the amount of **\$34,376,664.00**. This amount is based on the cost estimates identified in Condition of Approval 9.1 above. The Permittee shall provide security in Phases prior to ground disturbance occurring for that phase based on the acreage in Table 1. Phase 1A will be in the amount of

\$1,500.00, Phase1B will be in the amount of **\$1,500.00**, Phase 2 will be in the amount of **\$33,794,514.00** and Phase 3 will be in the amount of **\$579,150.00**.

- 10.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 7) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
- 10.3. Security Timeline. The Security by Phase shall be provided to CDFW within 30 Calendar Days before Covered Activities begin for that Phase.
- 10.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 10.5. Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 8) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other.
- 10.6. Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.
- 10.7. Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:
 - 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 Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than **28 months** from the effective date of this ITP or within **28 months** of start of ground disturbance for each phase. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

Amendment:

This ITP may be amended as provided by California Code of Regulations, Title 14, section 783.6, subdivision (c), and other applicable law. This ITP may be amended without the concurrence of the Permittee as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species or where Project changes or changed biological conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

Stop-Work Order:

CDFW may issue Permittee a written stop-work order requiring Permittee to suspend any Covered Activity for an initial period of up to 25 Calendar days 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. Permittee shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittee, CDFW may extend any stop-work order issued to Permittee for a period not to exceed 25 additional days. 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 Authorized Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

Compliance with Other Laws:

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

Notices:

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee and by electronic mail at the following address. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2021-015-06) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Heidi Calvert, Regional Manager
California Department of Fish and Wildlife
3602 Inland Empire Boulevard, Suite C-220
Ontario, CA 91764
Telephone (909) 484-0167
Fax (909) 941-7364
R6CESA@wildlife.ca.gov

and a copy to:

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

and a copy to:

Marlee.Poff@wildlife.ca.gov

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

Marlee Poff
3602 Inland Empire Boulevard, Suite C-220
Ontario, CA 91764
Telephone (909) 544-2531
Marlee.Poff@wildlife.ca.gov

Compliance with CEQA:

CDFW's issuance of this ITP constitutes the approval of a discretionary project subject to CEQA. (Pub. Resources Code, § 21080, subd. (a).) CDFW complied with CEQA prior to approving the ITP as a lead agency, with preparation and certification of an environmental impact report (EIR) (SCH No. 2018031027). (*Id.*, § 21067; CEQA Guidelines, § 15367; see also Cal. Code Regs., tit. 14, §§ 783.3, subd. (b), 783.5, subd. (d).)¹¹ CDFW prepared the EIR as a joint environmental impact statement (EIS) with BLM serving as federal co-lead agency under the National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.). (BLM Case File No. CACA-51967.) BLM approved the Project May 3, 2021, with an amendment to the California Desert Conservation Area Plan, a right-of-way authorization, and other action under federal law. (See 86 Fed. Reg. 24663 (May 7, 2021).) The Project is located entirely on federal land.

CDFW approved the Project as CEQA lead agency June 11, 2021. CDFW certified the Final EIR as part of that approval and adopted Findings of Fact (Findings) and a Mitigation Monitoring and Reporting Program (MMRP) as required by CEQA. (Pub. Resources Code, §§ 21081, 21081.6; CEQA Guidelines, §§ 15090-15092.) CDFW also approved the Project under CEQA with the adoption of a Statement of Overriding Considerations (Override). (Pub.

¹¹ The "CEQA Guidelines" are found in Title 14 of the California Code of Regulations, commencing with section 15000.

Resources Code, § 21081, subds. (a)(3), (b); CEQA Guidelines, §§ 15092, subd. (b)(2)(B), 15093.) With approval, CDFW filed a Notice of Determination (NOD) with the State Clearinghouse at the Governor's Office of Planning and Research (OPR), including with a receipt from the Permittee documenting payment of the CEQA environmental filing fee required by Fish and Game Code section 711.4. (Pub. Resources Code, § 21108, subd. (a); CEQA Guidelines, § 15094; Cal. Code Regs., tit. 14, § 783.5, subd. (d)(6); see also Pub. Resources Code, § 21089, subd. (b).) The Final EIR and CDFW's Findings, Override, MMRP, NOD, and other documents related to the Project are available to the public at the CDFW Inland Deserts Regional Office.

None of the factors that would trigger the need for subsequent or supplemental environmental analysis of the Project under Public Resources Code section 21166 or California Code of Regulations, title 14, sections 15162 and 15163, exist as a result of this Amendment.

Findings Pursuant to CESA:

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in CESA and related regulations. (Fish & G. Code § 2081, subs. (b)-(c); Cal. Code Regs., tit. 14, §§ 783.4, subds, (a)-(b), 783.5, subd. (c)(2).)

CDFW finds based on substantial evidence in the ITP application, Crimson Solar Project Environmental Impact Report, the results of consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (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 **2,937.92 acres** of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;

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

Attachments:

FIGURE 1	Map of Project
FIGURE 2	Amended Map of Phases
FIGURE 3	Substation & BESS Facility Detail
ATTACHMENT 1	Amended Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Qualifications Form
ATTACHMENT 3	GIS Data Collection Requirements
ATTACHMENT 4	Amended Raven Management Renewable Deposit Document
ATTACHMENT 5	Exclusion Fence
ATTACHMENT 6a	HMLA Lands Checklist
ATTACHMENT 6b	Proposed Lands for Acquisition Form
ATTACHMENT 7	Amended Irrevocable Letter of Credit
ATTACHMENT 8	Minor Amendment No. 2 with Track Changes
ATTACHMENT 9	Minor Amendment No. 3 with Track Changes

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ON 09/19/2025

Heidi Calvert, Regional Manager
Inland Deserts Region



Ironwood
Consulting



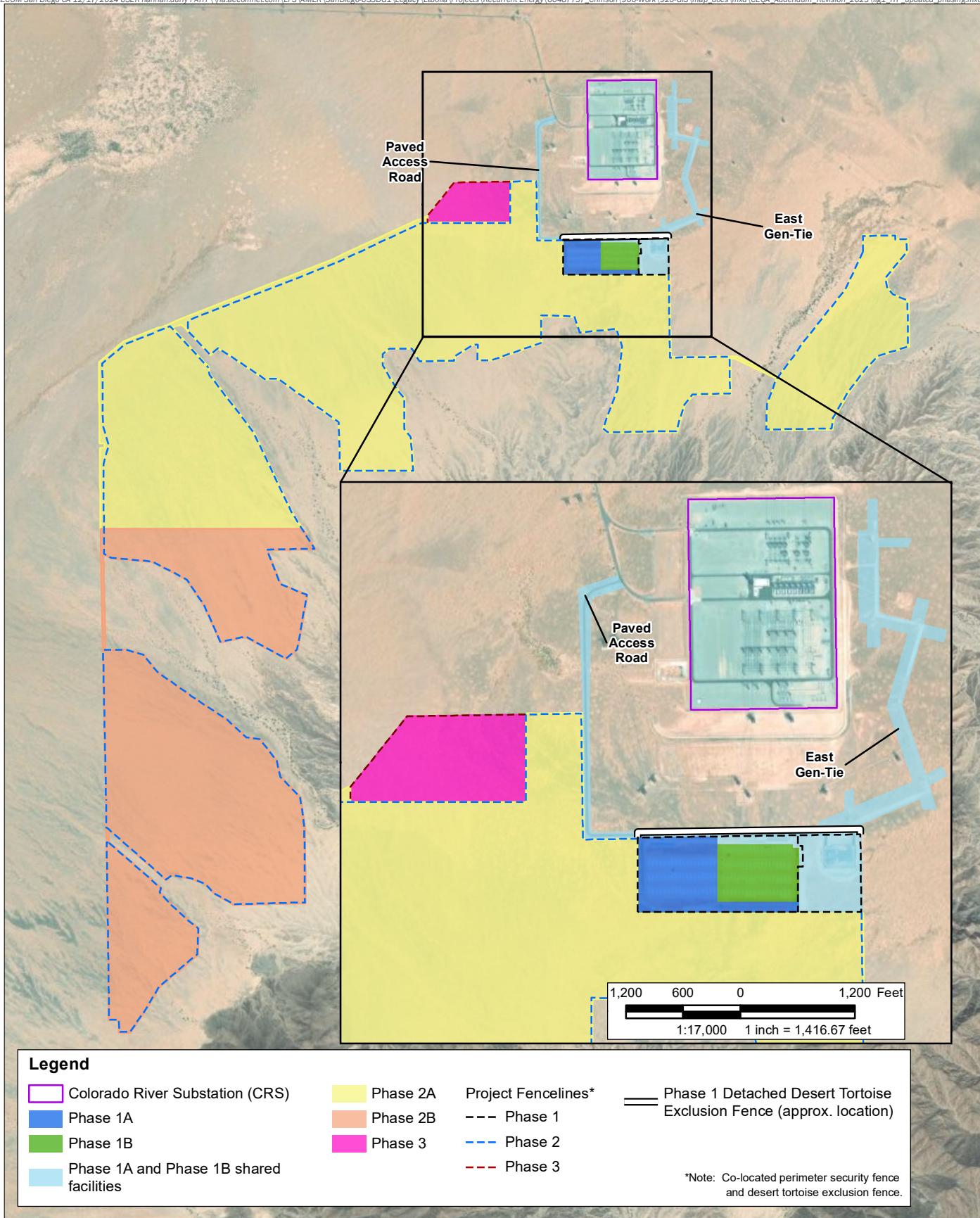
0 2 4
Kilometers

FIGURE 1

Site Location

Riverside County, CA

CRIMSON SOLAR PROJECT



Source: ESRI, Maxar 2018; AECOM.

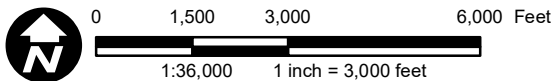
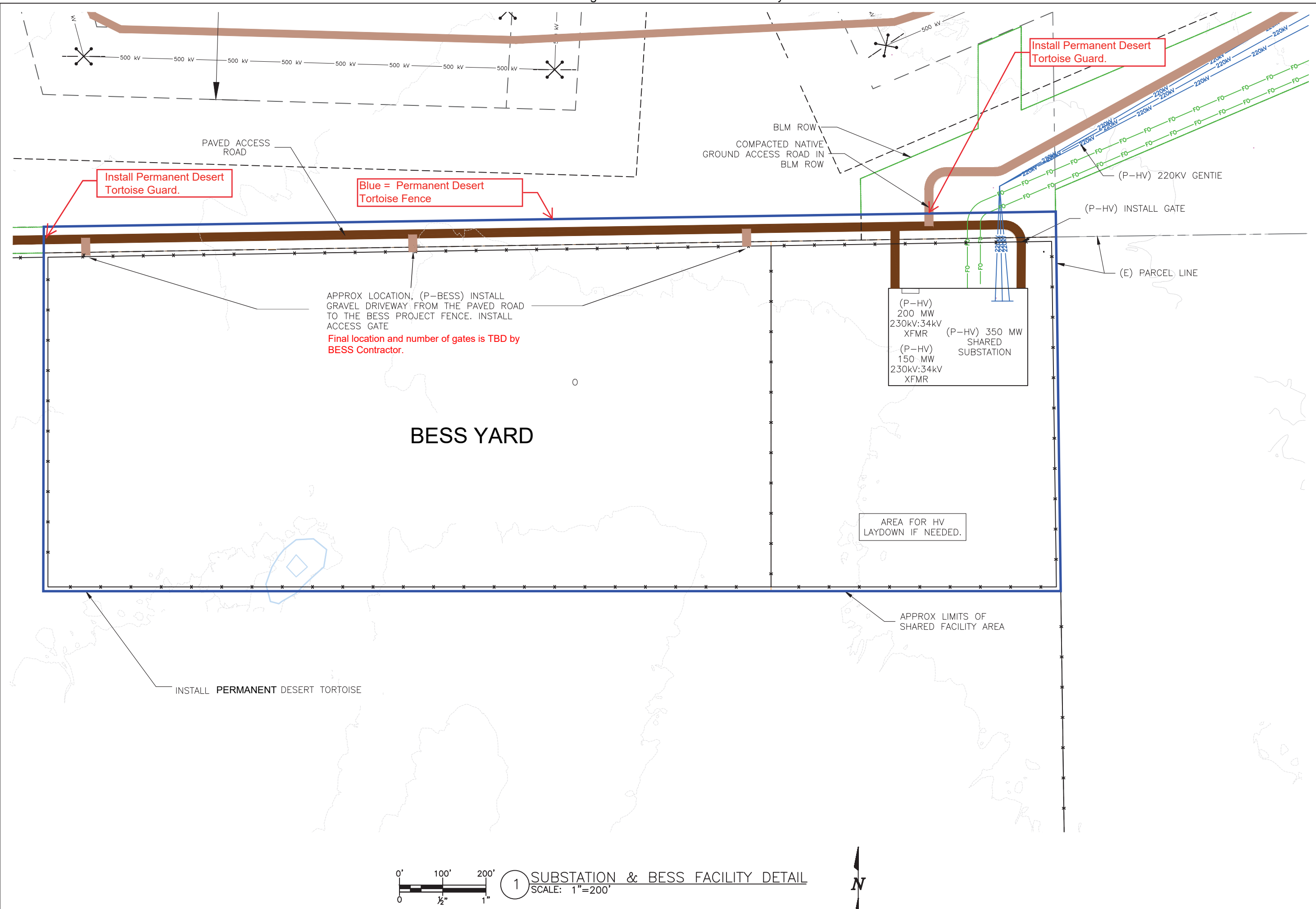


Figure 2
Updated Project Fencelines and Phasing

Figure 3. Substation & BESS Facility Detail



CONCEPTUAL
NOT FOR
CONSTRUCTION

ENGINEER'S STAMP

PROPOSED BESS SYSTEM
RE CRIMSON LLC

POWERLINE ROAD,
DESERT CENTER, CA RIVERSIDE COUNTY

SUBSTATION & BESS
FACILITY DETAIL

REV	DATE	ISSUED FOR
3.0	06/03/21	CB CB
2.0	03/24/21	CB CB
1.0	01/22/21	CB CB
		CKD APPD

DESIGN START	06/02/2015
DEV. ENG.	C. BAILEY
<p>IF BAR IS NOT ONE INCH, DRAWING IS NOT TO SCALE</p>	
SHEET	
C2.0	

1 SUBSTATION & BESS FACILITY DETAIL
SCALE: 1"=200'

Attachment 1

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

**AMENDED INCIDENTAL TAKE PERMIT NO. 2081-2021-015-06
(AMENDMENT NO. 4)**

**PERMITTEES: Sonoran West Solar Holdings, LLC
Sonoran West Solar Holdings 2, LLC
RE Cobalt, LLC**

PROJECT: Crimson Solar 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 Permittees of the obligation to ensure the requirement is performed.

OBLIGATIONS OF PERMITTEES

Mitigation measures must be implemented within the time periods indicated in the table that appears below. Permittees have 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. Each Permittee is responsible for the measures in the MMRP for their respective Phases. Phase 1A belongs to Sonoran West Solar Holdings, Phase 1B belongs to Sonoran West Solar Holdings 2, LLC, while Phase 2 and Phase 3 belong to RE Cobalt, LLC.

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 Permittees during preparation of each Status Report and the Final Mitigation Report and must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining the status.

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
BEFORE DISTURBING SOIL OR VEGETATION					
1	Before starting Covered Activities, Permittee shall designate a representative responsible for communications with CDFW and overseeing compliance with the ITP. Permittee shall notify CDFW in writing a minimum of 30 days 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 # 6.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	Permittee shall submit to CDFW in writing the name, qualifications, business address, office and mobile phone numbers, and email address of Authorized Biologist(s), Biological Monitor(s), and if needed veterinarian(s) at least 30 days prior to starting Covered Activities or with change of personnel at least 30 days before starting Covered Activities. Permittee shall ensure that the Authorized Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology and natural history of the Covered Species. The Authorized Biologist(s) and Biological Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval in writing a minimum of 30 days before starting Covered Activities and shall also obtain approval in advance in writing if the Authorized Biologists(s), Biological Monitor(s), or veterinarian(s) must be changed. Only Authorized Biologist(s) can handle desert tortoise.	ITP Condition # 6.2,6.3, and 6.4	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
3	Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Authorized Biologist(s) or Biological Monitor(s) that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in the ITP. Permittee shall 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. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry 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. If the training program is presented as a prerecorded presentation, it shall be accompanied by a formal process that allows submission of questions that shall be answered by the Authorized Biologist(s) within 24 hours of submission.	ITP Condition # 6.6	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
4	Permittee shall ensure that all food and trash that could attract predators will be properly disposed of in self-closing, sealable containers, with lids that latch to prevent wind, common ravens (<i>Corvus corax</i>), and other scavengers from opening the containers. Permittee shall ensure all trash receptacles are regularly inspected, emptied, and removed from the Project Area at least once a week to prevent spillage and maintain sanitary conditions.	ITP Condition # 6.8	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
5	Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Biological Monitor(s) and/or Authorized Biologist(s). Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles. Tackifier and soil stabilizers may be used only if approved by CDFW prior to the start of Covered Activities.	ITP Condition # 6.9	During project construction activities. Entire Project	Permittee	
6	Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes or flags. Permittee shall restrict all Covered Activities to within the fenced, staked or flagged areas. Permittee shall maintain all fencing, stakes and flags until the completion of Covered Activities in that area.	ITP Condition # 6.13	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
7	Permittee shall restrict Project-related vehicle traffic to established roads and the delineated Project Area; cross-country (off-road) vehicle travel shall be prohibited unless specifically accounted for as a Covered Activity. Project-related vehicle traffic shall not exceed 25 miles per hour, except in Covered Species habitat where vehicle speed shall not exceed 15 miles per hour. If a Covered Species is encountered, drivers shall stop, wait for the Covered Species to move off the road, and immediately notify the Biological Monitor(s) and/or Authorized Biologist of the Covered Species location. If handling of a Covered Species is required (<u>desert tortoise only</u>), the Biological Monitor(s) shall halt Project-related activities and immediately notify the Authorized Biologist(s). Project activities may not resume until the Covered Species has moved on its own accord, out of harm's way, or until the Authorized Biologist(s) has relocated the Covered Species.	ITP Condition # 6.15	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
8	Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area.	ITP Condition # 6.20	Before commencing ground- or vegetation-disturbing activities	Permittee	
9	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 #7.1	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
10	The Permittee shall prepare a Raven Management Plan to minimize the potential to attract common ravens to the site and submit it to CDFW for review and approval. In addition, the Permittee shall provide funds to the Renewable Energy Action Team (REAT) account established with the National Fish and Wildlife Foundation (NFWF) to contribute to a region-wide raven control plan to help address raven predation on the tortoise. This contribution shall be used to address raven predation on a regional basis and shall be calculated as a one-time payment of \$105 per acre of project disturbance. Based on this calculation the Permittee shall provide a one-time payment for each phase at \$105.00/acre (Phase 1 76.5.0 acres at \$8,032.5.00 (Phase 1A \$3,748.5 and Phase 1B \$4,284.00), Phase 2 1,874.1acres at\$196,780.50, and Phase 3 33.0acres at \$3,465.00) to the REAT account established with NFWF's Raven Management Plan fund. A minimum of 30 days prior to the start of Covered Activities for each phase these funds shall be provided to NFWF using appropriate deposit document (Attachment 4) and proof of paying this fee shall be provided to CDFW within 24 hours after the funds have been provided to NFWF.	ITP Condition # 8.18	Before commencing ground- or vegetation-disturbing activities for each Phase	Permittee	
11	<u>Permittee shall submit a BUOW Mortality Reduction Plan prepared by an approved BUOW Authorized Biologist to CDFW at least 30 days prior to beginning Covered Activities. Burrow exclusion, burrow excavation, artificial burrow construction, and other relocation activities shall not proceed until this plan has been approved in writing by CDFW. The BUOW Mortality Reduction Plan shall include, but not be limited to: detailed description of survey methodology; detailed burrow exclusion and excavation methods; methods for monitoring BUOW post-exclusion; proposed avoidance buffers based on project activity and disturbance level; proposed Covered Activities that may occur within a reduced buffer request; identification of a wildlife rehabilitation center or veterinary facility capable of and willing to treat injured BUOW or care for at-risk BUOW, BUOW eggs, and/or BUOW chicks; and procedure for collection and storage of BUOW carcasses. The plan should also include a section describing burrow replacement according to Condition of Approval 8.26.2. Only CDFW-approved BUOW Authorized Biologists or personnel following directions from and under the supervision of the Authorized Biologist, shall handle and transport injured BUOW for treatment or impacted BUOW eggs for salvage. All other BUOW handling is prohibited.</u> <u>Once the BUOW Mortality Reduction Plan is approved in writing by CDFW, it shall be used for the duration of the ITP unless updated to reflect best available science in which case CDFW will contact the Permittee to discuss needed updates. Any Permittee proposed changes to the BUOW Mortality Plan shall be submitted, in writing, to CDFW and approved in writing prior to the implementation of any proposed modifications.</u>	ITP Condition #8.26.1	Before commencing ground- or vegetation-disturbing activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
12	<u>Permittee shall replace each known BUOW burrow (as defined in Condition of Approval 8.26.5) that cannot be avoided within the Project Area with an artificial burrow to compensate for the loss of important shelter used by BUOW for protection, reproduction, and escape from predators. The BUOW Burrow Replacement section within the BUOW Mortality Reduction Plan shall include, but not be limited to: a discussion and map of potential artificial burrow replacement locations; description of the replacement burrow design and dimensions (e.g., depth and width of burrow, width of burrow entrance, orientation of burrow entrance, number and placement of entrances to natal burrows); artificial burrow installation methods; and long-term artificial burrow protection and maintenance methods; and timing of artificial burrow installation/construction.</u>	<u>ITP Condition #8.26.2</u>	<u>Before commencing ground- or vegetation-disturbing activities for each Phase</u>	<u>Permittee</u>	
13	<u>The BUOW Authorized Biologist(s) shall conduct surveys to identify, flag, and map all potential, known, and/or nesting burrows (as defined in Condition of Approval 8.26.4) within 30 calendar days prior to beginning Covered Activities in each work area or phase within the Project Area. Surveys shall include the work area or phase and 500 feet beyond the limits of the work area or phase, unless otherwise approved in advance and in writing by CDFW. If the BUOW Authorized Biologist identifies any potential, known, or nesting BUOW burrows, the burrow(s) shall be monitored following the Conditions of Approval 8.26.6 and 8.26.7 unless avoided per Condition of Approval 8.26.5. Permittee shall provide the preconstruction survey results with a Burrow Map of that work area or phase (see Condition of Approval 8.26.4) in a written report to CDFW's Regional Representative at least five calendar days prior to the beginning of Covered Activities in that work area or phase. 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 previously surveyed, Permittee shall contact the CDFW Regional Representative by email and may be required to conduct additional BUOW burrow surveys and Burrow Map before work may be reinitiated in that part of the Project Area.</u>	<u>ITP Condition #8.26.3</u>	<u>Before commencing ground- or vegetation-disturbing activities for each Phase/ Entire Project</u>	<u>Permittee</u>	
14	<u>The BUOW Authorized Biologist shall provide a KMZ map to CDFW of all BUOW burrows found during the surveys performed per Condition of Approval 8.25.3. The map shall show details and locations of all BUOW sightings and potential, known, and nesting BUOW burrows as defined in Condition of Approval 8.26.5. The map shall include an outline of the Project Area and a title, north arrow, scale bar, and legend.</u>	<u>ITP Condition #8.26.4</u>	<u>Before commencing ground- or vegetation-disturbing activities for each Phase/ Entire Project</u>	<u>Permittee</u>	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
15	<p><u>The Permittee shall establish no-disturbance buffer zones around known and nesting BUOW burrows according to the following guidelines:</u></p> <ul style="list-style-type: none"> <u>If a known BUOW burrow (a burrow that shows evidence of current or past use within the last 3 years or is known based on Project observations to have been used in the past) or an "atypical" burrow (e.g., a pipe, culvert, buckled concrete, etc.) showing signs of occupancy (e.g., BUOW presence, whitewash, pellets, prey remains, etc.) is discovered, Permittee shall establish a minimum no-distance buffer. A no-disturbance buffer as described in the Mortality Reduction Plan be established around known BUOW burrows.</u> <u>If a BUOW burrow used for nesting (e.g., known BUOW burrow with indications of the presence of eggs, chicks, dependent young, and/or brooding or egg incubation) is discovered within or immediately adjacent to the Project Area, the Permittee shall follow procedures outlined in the Mortality Reduction Plan.</u> <u>If BUOW burrows cannot be avoided as described above, then the Permittee shall follow ITP Condition of Approval 8.26.1, 8.26.6, and 8.26.7 as appropriate. If BUOW are visibly stressed by the Covered Activities or workers in the vicinity after these no-disturbance buffers are established, all work in the vicinity shall immediately cease and increased no-disturbance buffers shall be determined by the BUOW Authorized Biologist(s) based on their behavioral observations of the affected BUOW. The Authorized Biologist(s) shall report to CDFW any buffers that were increased due to behavioral observations for evaluations and determination of buffer effectiveness.</u> 	<p><u>ITP Condition #8.26.5</u></p>	<p><u>Before commencing ground- or vegetation-disturbing activities for each Phase/ Entire Project</u></p>	<p><u>Permittee</u></p>	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
16	<p>The BUOW Authorized Biologist(s), or Biological Monitor(s) under direct supervision of the Authorized Biologist, shall exclude then excavate known or potential burrows that exhibit signs of current or past BUOW use or characteristics suggestive of BUOW burrow (including burrows in natural substrate and in/under man-made structures) that cannot be avoided per the Condition of Approval 8.26.5 and that are within the footprint of ground-disturbing activities. Exclusion shall occur outside the breeding season unless otherwise approved by CDFW in advance in writing. Burrows to be destroyed shall be fully excavated, filled with dirt, and compacted to ensure that BUOW cannot reenter or use the burrow during the period that Covered Activities occur in the Project Area. An established BUOW burrow no-disturbance buffer may be removed once the burrow is collapsed and the BUOW(s) is/are no longer using the burrow.</p> <ul style="list-style-type: none"> • Potential BUOW burrows (any subterranean hole three inches or larger for which no evidence is present to conclude that the burrow is being used or had been used by a BUOW) without any signs of BUOW use or characteristics suggesting it is a BUOW burrow may be excavated immediately by a BUOW Authorized Biologist, or a Biological Monitor under the direct supervision of the BUOW Authorized Biologist without prior camera monitoring. • Excavation of known BUOW burrows shall only occur after the Authorized Biologist(s) has determined that BUOW is not currently present after 4 consecutive 24-hour periods of monitoring with infrared cameras. BUOW burrows shall be carefully excavated with hand tools, or by mechanical means if a specific methodology is approved in writing by CDFW, until it is clear no individuals of BUOW are inside. If during the excavation process evidence of current use by BUOW is discovered, then burrow excavation shall cease immediately, and camera monitoring as described above shall be conducted/resumed. CDFW will be notified immediately. • BUOW burrows used for nesting shall not be excavated until biological and camera monitoring confirm that the chicks have fledged and are no longer dependent on the nest and then only after written concurrence from CDFW. 	ITP Condition #8.26.6	Before commencing ground- or vegetation-disturbing activities for each Phase/ Entire Project	Permittee	
17	<p>If an unoccupied BUOW burrow can be avoided by construction and does not need to be collapsed, but is within a distance of construction to cause significant stress to the BUOW, the Permittee shall block rather than destroy the burrow. The blocked burrow will be unblocked and made available for use after construction is complete. Burrows (including burrows in natural substrate and in/under man-made structures) be blocked only immediately after the BUOW Authorized Biologist(s) has conducted four consecutive 24-hour periods of monitoring with infrared camera and determined that BUOW is not currently present. Burrow blockage should be done in a manner that prevents burrowing animals from digging back into the burrow. All blocked burrows shall be monitored by the BUOW Authorized Biologist(s) or Biological Monitor(s) at least once a week to ensure that the exclusion material is still intact. If BUOW gains access to the burrow, the Permittee shall contact CDFW immediately and obtain written guidance regarding how to proceed. All blocked burrows shall be unblocked within 48 hours of completion of construction Covered Activities within the prescribed buffer distance.</p>	ITP Condition #8.26.7	Before commencing ground- or vegetation-disturbing activities for each Phase/ Entire Project/ Post-Construction	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
18	<p>Permittees' shall either purchase 2,767.5 desert tortoise credits and 2,937.92 western burrowing owl acres of Covered Species credits from a CDFW-approved mitigation or conservation bank (Condition of Approval 9.2) that correspond to their respective Phases in Table 2 OR shall provide for both the permanent protection and management of Habitat Management (HM) lands pursuant to Condition of Approval 9.3 and the calculation and deposit of the management funds pursuant to Condition of Approval 9.4 that correspond to their respective Phases in Table 2. Permanent protection and funding for perpetual management of compensatory habitat must be complete before starting Covered Activities within each phase, or within 28 months of the effective date of the ITP, or within 28 months from the start of ground disturbance for each Phase if Security is provided pursuant to Condition of Approval 10.1 for all uncompleted obligations.</p>	ITP Condition # 9	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	
19	<p>CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands as follows:</p> <p>9.1.1. Land acquisition. Land acquisition costs for HM lands identified in Condition of Approval 9.3 below, estimated at \$4,000.00/acre for 2,767.5 2,937.92 acres: \$11,070,000.00 11,751,680.00. Land acquisitions costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements, and all other costs necessary to review and acquire the land in fee title and record a conservation easement.</p> <p>9.1.2. Start-up costs. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 9.3.5 below, estimated at \$4,000.00/acre for 2,937.92 2,767.5 acres: \$11,751,680.00 11,070,000.00.</p> <p>9.1.3. Interim management. Interim management period funding as described in Condition of Approval 9.3.6 below, estimated at \$600.00/acre for 2,937.92 2,767.5 acres: \$1,762,752,660,500.00.</p> <p>9.1.4. Long-term management. Long-term management funding as described in Condition of Approval 9.4 below, estimated at \$3,100.00/acre for 2,937.92 2,767.5 acres: \$9,107,552,008,579,250.00. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.</p> <p>9.1.5. 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 9.5, estimated at \$3,000.00.</p>	ITP Condition #9.1	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
20	<p>Permittee shall purchase <u>2,767.5 desert tortoise credits and 2,937.92 western burrowing owl Covered Species</u> credits in the amounts according to Table 2 from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities for each phase or no later than 28 months from the initiation of Covered Activities within each Phase if Security is provided pursuant to Condition of Approval 10.1.</p> <p>OR:</p>	ITP Condition #9.2	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	
21	<p>To provide for the acquisition and protection of the HM lands, the Permittee shall transfer fee title to 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. 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 does not hold the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Alternatively, CDFW in its sole discretion may accept, in lieu of a portion of the required HM lands, appropriate mitigation on federal public lands administered by the United States Bureau of Land Management (BLM) without a conservation easement if CDFW and BLM reach written agreement on provisions regarding the durability of the enhancement, management, and conservation of those federal public lands pursuant to the 2012 MOU and the 2015 agreement between BLM and CDFW;</p>	ITP Condition #9.3.1	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	
22	<p>Permittee shall submit to CDFW a Proposed Lands for Acquisition Form (PLFAF, Attachment 6A/6B) identifying the HM land(s) the Permittee proposes to meet the HM lands requirement in Condition 9 of the ITP. The Permittee shall submit the PLFAF to CDFW within 6 months before acquisition and/or transfer of the land. CDFW signature to the PLFAF does not guarantee the proposed HM lands are accepted by CDFW. Once the Final Habitat Management Land Acquisition (HMLA) package is submitted to CDFW for review, CDFW will determine the suitability of the proposed HM lands to meet the mitigation requirements outlined in the ITP.</p>	ITP Condition #9.3.2	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
23	Permittee shall provide a recent preliminary title report, initial hazardous materials survey report, and other necessary documents. 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	ITP Condition #9.3.3	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	
24	Permittee shall designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW in writing 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.	ITP Condition #9.3.4	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	
25	Permittee shall 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 http://www.dfg.ca.gov/habcon/conplan/mitbank/); (2) conducting a baseline biological assessment and land survey report within 4 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 (8) establishing corner survey markers for each parcel.	ITP Condition #9.3.5	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	
26	Permittee shall Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management. Permittee shall either (1) provide a security to CDFW for the minimum of three years of interim management that the landowner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.	ITP Condition #9.3.6	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
27	If the Permittee will permanently protect and perpetually manage compensatory habitat as described above in this Condition of Approval 9.3. The Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in the ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with the management plan(s). 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.	ITP Condition #9.4	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	
28	The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended. Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(4) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(4).	ITP Conditions #9.4.1	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	
29	After obtaining CDFW approval of the HM lands, long-term management plan, and Endowment Fund Manager, Permittee shall prepare a Property Analysis Record (PAR) or PAR-equivalent analysis (hereinafter "PAR") to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). The Permittee shall submit to CDFW for review and approval the results of the PAR before transferring funds to the Endowment Fund Manager.	ITP Conditions #9.4.2	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
30	Permittee shall obtain the capitalization rate from the selected Endowment Fund Manager for use in calculating the PAR and adjust for any additional administrative, periodic, or annual fees.	ITP Conditions #9.4.2.1	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	
31	Permittee shall include in PAR assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment Fund: <ul style="list-style-type: none"> • A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events. • The endowment shall be established assuming spending will not occur for the first three years after full funding. • 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 Fund Manager and CDFW. 	ITP Conditions #9.4.2.2	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	
32	Permittee shall transfer the long-term endowment funds to the Endowment Fund Manager upon CDFW approval of the Endowment Deposit Amount identified above. The approved Endowment Fund Manager may pool the Endowment Fund 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 Fund. 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.	ITP Conditions #9.4.3	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	
33	Permittee shall reimburse CDFW for all reasonable expenses incurred by CDFW such as transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM Lands to CDFW.	ITP Conditions #9.5	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
34	<p>The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 9 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <p>10.1. <u>Security Amount.</u> The total Security shall be in the amount of \$32,382,750.00 \$34,376,664.00. This amount is based on the cost estimates identified in Condition of Approval 9.1 above. The Permittee shall provide security in Phases prior to ground disturbance occurring for that phase based on the acreage in Table 1. Phase 1A will be in the amount of \$1,500.00, Phase 1B will be in the amount of \$1,500.00, Phase 2 will be in the amount of \$32,283,225.00 \$33,794,514.00 and Phase 3 will be in the amount of \$96,525.00 \$79,150.00.</p> <p>10.2. <u>Security Form.</u> The Security shall be in the form of an irrevocable letter of credit (see Attachment 7) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.</p> <p>10.3. <u>Security Timeline.</u> <i>The Security by Phase shall be provided to CDFW within 30 Calendar Days before Covered Activities begin for that Phase. or within 30 Calendar days after the effective date of the ITP.</i></p> <p>10.4. <u>Security Holder.</u> The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.</p> <p>10.5. <u>Security Transmittal.</u> If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 8) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other.</p> <p>10.6. <u>Security Drawing.</u> The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of the ITP.</p> <p>10.7. <u>Security Release.</u> The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:</p> <ul style="list-style-type: none"> • 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. 	ITP Condition # 10	Before commencing ground- or vegetation-disturbing activities (or within 28 months from initiation of Covered Activities for each Phase if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 28 months from the effective date of the ITP or within 28 months of start of ground disturbance for each phase. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.				
	DURING CONSTRUCTION				
35	<u>Compliance Monitoring.</u> The Biological Monitor(s) and/or Authorized Biologist(s) shall be on-site daily when construction and, decommissioning-related Covered Activities occur. The Biological Monitor(s) and/or Authorized Biologist(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 the ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative, Biological Monitor(s), and/or Authorized Biologist(s) shall each 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. The Authorized Biologist(s) and/or Biological Monitor shall conduct compliance inspections a minimum of three times a day (once during the onset of the day's work, once mid-day, and once at the conclusion of that day's work). When all construction-related Covered Activities have been completed and the Project enters the operation and maintenance period, an Authorized Biologist(s) shall be on-site daily to monitor any ground-disturbing operation and maintenance-related Covered Activities being performed outside of the exclusionary fencing <u>OR within 500 feet of any occupied BUOW burrow</u> , and to conduct monthly compliance inspections within the exclusionary fencing for the term of the ITP and/or until Project decommissioning commences.	ITP Condition # 7.6	Entire Project	Permittee	
36	<u>Quarterly Compliance Report.</u> The Designated Representative, Biological Monitor(s), and/or Authorized Biologist(s) shall compile the observation and inspection records identified in Condition of Approval 7.6 and 7.3 into a Quarterly Compliance Report and submit it by the 15 th of March, June, September, and December of each year 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 CDFW as identified in Condition of Approval 7.5 and via e-mail to the Headquarters CESA Program. Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition # 7.7	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
37	Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of the ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year identified in Condition of Approval 7.5; (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 permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.	ITP Condition # 7.8	Entire Project	Permittee	
38	The Designated Representative 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 Representative shall include copies of the submitted forms with the next Quarterly Compliance Report or ASR, whichever is submitted first relative to the observation. https://www.wildlife.ca.gov/Data/CNDDDB	ITP Condition # 7.9	Entire Project	Permittee	
39	The Authorized Biologist(s) and Biological Monitor(s) shall maintain a construction-monitoring notebook in either hard copy or digital format on-site throughout the construction period which shall include a copy of the ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring notebook is available for review at the Project site upon request by CDFW.	ITP Condition # 6.7	Entire Project	Permittee	
40	Permittee shall prohibit Project personnel and any other individuals associated with the Project from bringing any firearms or dogs on the Project Area during Covered Activities, except those in the possession of authorized security personnel or local, state, or federal law enforcement officials, dogs that may be used to aid in official and approved monitoring procedures/protocols, or service dogs under Title II and Title III of the American with Disabilities Act.	ITP Condition # 6.12	Entire Project	Permittee	
41	Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in the ITP.	ITP Condition # 6.16	Entire Project	Permittee	
42	Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 6.17	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
43	The Designated Representative shall immediately notify CDFW if it determines that the Permittee is not in compliance with any Condition of Approval of the ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in the ITP and/or this MMRP. The Designated Representative shall report any non-compliance with the ITP to CDFW within 24 hours or as soon as email is available.	ITP Condition # 7.2	Entire Project	Permittee	
44	<p>No later than 30 days prior to start of Covered Activities for each phase of the Project, the Authorized Biologist(s) and/or Biological Monitor(s) approved under the ITP shall conduct pre-construction clearance surveys for Covered Species for the applicable phase(s), using the methods described in the most recent United States Fish and Wildlife Service (USFWS) Desert Tortoise (Mojave Population) Field Manual (hereinafter referred to as USFWS Field Manual). In addition to the guidance provided in the USFWS Field Manual, CDFW provides the following requirement(s):</p> <ul style="list-style-type: none"> a) Preconstruction clearance surveys will be completed using perpendicular survey routes within the relevant phase of the Project Site. Preconstruction clearance surveys cannot be combined with other clearance surveys conducted for other species while using the same personnel. Covered Activities cannot start until two (2) negative result separate consecutive surveys using perpendicular survey routes have been done for the Covered Species. b) These surveys shall cover 100 percent of the relevant phase of the Project Area and a 50-foot buffer zone around the phase area. The Biological Monitor(s) or Authorized Biologist(s) shall record all potential Covered Species burrows within the pre-construction survey area, using high-accuracy global positioning system (GPS) technology. The Biological Monitor(s) or Authorized Biologist(s) shall provide the results of the pre-construction survey (including all information of the USFWS Protocol data sheet) to CDFW within 10 days of completing the surveys. c) Twenty-Four (24) hours prior to the start of Covered Activities, except for areas already cleared inside the permanent desert tortoise exclusion fencing (Condition of Approval 8.14), the Biological Monitor(s) and/or Authorized Biologist(s) shall conduct a final clearance survey of the relevant phase of the Project Area. The use of specialized equipment (e.g., fiber optics) may be necessary to thoroughly inspect all burrows in preparation for collapsing them. 	ITP Condition # 8.5	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
45	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 Authorized Biologist(s). Covered Activities shall not resume until the Authorized Biologist(s) and/or Biological Monitor(s) has verified the Covered Species has left the Project Area OR an Authorized Biologist(s) approved under Condition of Approval 6 of the ITP relocates the Covered Species as described in the ITP and <u>the DTTP or avoids and buffers, or excludes and excavates the burrow per Conditions of Approval 8.26.5 and 8.26.6 in the ITP and the BUOW Mortality Reduction Plan, Desert Tortoise Translocation Plan</u> . The Designated Representative shall immediately notify CDFW of any Covered Species observations, except for Covered Species that are transmittered, within the Project Area that require translocation and/or show signs of distress. Notification shall occur as described in Condition of Approval 7.5 within 24 hours. Notification and the written report shall include the date, location, and circumstances of the observation, the name of the Authorized Biologist(s) that relocated the <u>desert tortoise</u> individual, pictures, map and shapefiles with the location (including GPS coordinates) where the individual was moved as specified in the DTTP. <u>Notification and the written report for BUOW shall include but not be limited to the requirements of Condition of Approval 8.26.3.</u>	ITP Condition #8.7	Project Site	Permittee	
46	Regardless of the number of Covered Species estimated to be relocated the Permittee shall prepare a Desert Tortoise Relocation Plan (DTRP) 30 Calendar days prior to start of Covered Activities and submit it according to condition of approval 7.5 of the ITP. Covered Activities are not authorized to start until the DTRP is approved in writing by CDFW. The DTRP shall follow the most current guidelines provided by USFWS and CDFW regarding Covered Species translocation. Where guidance differs between USFWS and CDFW, verbal and/or written direction provided by CDFW always controls	ITP Condition #8.9	Project Site	Permittee	
47	Any pipes, culverts, or similar structures with a diameter greater than 3 inches and less than 8 inches aboveground shall be inspected by the Authorized Biologist(s) and/or Biological Monitor(s) for Covered Species' before the material is moved, buried, or capped. The Authorized Biologist(s) and/or Biological Monitor(s) shall inspect all open holes and trenches within Covered Species habitat at a minimum of twice a day and just prior to backfilling. At the end of each work day, Permittee shall place an escape ramp at each end of trenches to allow any animals that may have become trapped in the trench to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees. If any worker discovers that Covered Species have become trapped, they shall halt Covered Activities and notify the Biological Monitor(s) and/or Authorized Biologist(s) immediately. Project workers and the Biological Monitor(s) and/or Authorized Biologist(s) shall allow the Covered Species to escape unimpeded if possible, or an Authorized Biologist(s) approved under Condition of Approval 6.4 of the ITP shall move the Covered Species out of harm's way before allowing work to continue.	ITP Condition #8.4	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
48	If a desert tortoise voids its bladder as a result of being handled, the Authorized Biologist(s) shall rehydrate the individual(s). The Authorized Biologist(s) shall rehydrate the desert tortoise at the location where the individual(s) was or were captured, or the location where the individual(s) is or will be relocated. The Authorized Biologist(s) shall rehydrate the desert tortoise by placing it in a tub with a clean plastic disposable liner. The Authorized Biologist(s) shall add water to the lined tub while ensuring that the water level is not higher than the lower jaw of the desert tortoise. The Authorized Biologist(s) shall rehydrate each desert tortoise individually for a minimum of 10 to 20 minutes. The Authorized Biologist(s) shall place the lined tub in a quiet protected area during rehydration. After each tortoise is rehydrated the water shall be emptied and a new plastic disposable liner placed in the tub. Authorized Biologist(s) who have appropriate training and approval to rehydrate Covered Species via epiceolomic injection may do so following the methods in the USFWS Field Manual or more recent guidelines.	ITP Condition #8.11	Entire Project	Permittee	
49	The Authorized Biologist(s) and/or Biological Monitor(s) shall maintain a record of all Covered Species handled. This information shall include: (a) the locations (narrative and maps) and dates of observation, including whether the individual(s) was found above ground or in a burrow; (b) ambient temperature when handled and released; (c) general condition and health of the individual(s), including injuries, state of healing, and whether the individual(s) voided its bladders; (d) identified diagnostic markings (i.e., identification numbers or marked marginal scutes); (e) location moved from and location moved to (using GPS technology), including information on any burrow (natural or artificial) utilized; (f) whether any eggs were discovered and relocated; (g) digital photographs of any Covered Species and eggs handled; and (h) results of ongoing monitoring. The Designated Representative(s) shall provide CDFW with the information listed above submitted in the quarterly reports.	ITP Condition #8.12	Entire Project	Permittee	
50	Permittee shall immediately notify the Biological Monitor(s) and/or Authorized Biologist(s) if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Biological Monitor(s), Authorized Biologist(s), or Designated Representative shall provide initial notification to CDFW by following Condition of Approval 7.5. Following initial notification, Permittee shall send CDFW a written report within three calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.	ITP Condition #7.3	Entire Project	Permittee	
51	<u>If a BUOW is injured or found dead within the vicinity of the Project Area, the Permittee shall notify CDFW of the injury or mortality of the BUOW immediately by email as described in Condition of Approval 7.3. The BUOW Authorized Biologist(s) shall follow the BUOW Mortality Reduction Plan to either immediately transport injured individuals to a CDFW-approved wildlife rehabilitation center or veterinary facility or follow approved collection and storage procedures for deceased animals. Both options shall be identified per Condition of Approval 8.26.1. Permittee shall bear any cost associated with care and recovery of any injured BUOW adults, nesting(s), or egg(s) and hacking (controlled release of captive reared young).</u>	<u>ITP Condition #8.26.8</u>	<u>Entire Project</u>	<u>Permittee</u>	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
52	No later than 45 calendar days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Compliance Report. The Biological Monitor(s) and/or Authorized Biologist(s) shall prepare the Final Compliance 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) a final calculation of Covered Species habitat impacts, including geographic information system (GIS) shapefiles in the format specified in Attachment 3 of the ITP; (7) 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; (8) 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 (9) any other pertinent information.	ITP Condition # 7.10	Post-construction and after completion of mitigation	Permittee	

**DESERT TORTOISE MONITOR AND BIOLOGIST
RESPONSIBILITIES AND QUALIFICATIONS**

DESERT TORTOISE MONITOR -- Approved by the Fish and Wildlife Service to monitor project activities within desert tortoise habitat, ensure proper implementation of protective measures, and record and report desert tortoise and sign observations in accordance with approved protocol, report incidents of noncompliance in accordance with a biological opinion or permit, move desert tortoises from harm's way when desert tortoises enter project sites and place these animals in "safe areas" pre-selected by Authorized Biologists or maintain the desert tortoises in their immediate possession until an Authorized Biologist assumes care of the animal. Monitors assist Authorized Biologists during surveys and often serve as "apprentices" to acquire experience. Monitors are not authorized to conduct presence/absence or clearance surveys unless directly supervised by an Authorized Biologist; "directly supervised" means the Authorized Biologist is direct voice and sight contact with the Monitor.

AUTHORIZED BIOLOGIST – Approved by the Fish and Wildlife Service to conduct all activities described in the previous section for Desert Tortoise Monitors, and to locate desert tortoises and their sign (i.e., conduct presence/absence and clearance surveys) and ensure that the effects of the project on the desert tortoise and its habitat are minimized in accordance with a biological opinion incidental take permit. Authorized Biologists must keep current with the latest information on U.S. Fish and Wildlife Service protocols and guidelines. An Authorized Biologist must have thorough and current knowledge of desert tortoise behavior, natural history, and ecology, physiology, and demonstrated substantial field experience and training to safely and successfully:

- handle and temporarily hold desert tortoises
- excavate burrows to locate desert tortoise or eggs
- relocate/translocate desert tortoises
- reconstruct desert tortoise burrows
- unearth and relocate desert tortoise eggs
- locate, identify, and record all forms of desert tortoise sign

GENERAL DESERT TORTOISE BIOLOGIST/MONITOR QUALIFICATIONS STATEMENT

This form should be used to provide your qualifications to agency officials if you intend to handle or survey desert tortoises during construction or other projects authorized under Sections 7 or 10 (HCPs) of the Endangered Species Act. If you seek approval to attach/remove/insert any devices or equipment to/into desert tortoises, withdraw blood, or conduct other procedures on desert tortoises, a recovery permit or similar authorization may be required.

Application for a recovery permit requires completion of Form 3-200-55, which can be downloaded at <http://www.fws.gov/forms/3-200-55.pdf>. Supplemental information for the recovery permit application should be provided with the form, *Statement of Skills and Experience with Specialized Desert Tortoise Procedures*, which is available from a U.S. Fish and Wildlife Service Field Office.

1. Contact Information:

Name	
Address	
City, State, Zip Code	
Phone Number(s)	
Email Address	

2. Date of Statement:

3. Requesting Approval as: Desert Tortoise Monitor Authorized Biologist

4. States in which authorization is requested (check all that apply):

California Nevada Utah Arizona

5. Please provide information on the project:

USFWS BO or HCP Number		Date:
Project Name		
Federal Agency		
Proponent or Contractor		

6. Specify project and/or activities anticipated that require authorization (e.g. capture/release, weigh, measure, attach and remove telemetry devices and other hardware, etc.). Specifically reference the relevant document and page numbers with authorizing statements (e.g., BO, page 19, terms and conditions 6, 7, and 8):

7. If you hold, or have held, any relevant state or federal wildlife permits, provide the following:

Species	Dates	State (specify) or Federal Permit Number	Authorized Activities

8. Education (provide up to three, listing most recent first):

Institution	Dates attended	Major/Minor	Degree received
1.			
2.			
3.			

9. Desert Tortoise Training. Include numbers of animals handled under the Experience section (No. 10 below).

Name/Type of Training	Dates (From/To)	Location	Instructor/Sponsor
1.			
2.			
3.			
4.			

10. Experience – Complete for each position held, attach additional sheets as necessary. Include only those positions relevant to the requested work with desert tortoises. Distinguish between Mojave desert tortoise and other experience. Include only your experience, not information for the project you worked on (e.g. if 100 tortoises were handled on a project and you handled 5 of those tortoises, include only those 5). List most recent experience first.

General Field Experience:

Project Name, Biological Opinion, or Permit No. & Job Title	Dates (From/To)	Job Duties & Responsibilities/ Skills Used or Acquired
1.		
2.		
3.		
4.		

Specific Desert Tortoise Field Experience:

<p>a. Number of hours or 8-hour days (specify) conducting desert tortoise-related activities (referenced above):</p>					
<p>b. Number of miles/kilometers walked conducting survey transects:</p>					
<p>c. Number of wild, free-ranging desert tortoises you encountered: <100 mm carapace length: ≥100 mm carapace length:</p>					
<p>d. Number of <u>wild, free-ranging</u> desert tortoises you personally handled (circle one for each size category).</p>					
<100 mm: Zero	<10	10-50	50-100	100-200	>200
≥100 mm: Zero	<10	10-50	50-100	100-200	>200
<p>e. Number of <u>captive</u> desert tortoises you personally handled (circle one for each size category).</p>					
<100 mm: Zero	<10	10-50	50-100	100-200	>200
≥100 mm: Zero	<10	10-50	50-100	100-200	>200

f. Number of transmitters or other devices (specify) you personally attached to or removed from wild, free-ranging desert tortoises (circle one for each size category).

Attached:

<100 mm: Zero <10 10-50 50-100 100-200 >200

≥100 mm: Zero <10 10-50 50-100 100-200 >200

Removed:

<100 mm: Zero <10 10-50 50-100 100-200 >200

≥100 mm: Zero <10 10-50 50-100 100-200 >200

g. Number of transmitters or other devices (specify) you personally attached to or removed from other relevant species or captive desert tortoises (circle one for each size category).

Specify species or if captive desert tortoises:

Attached:

<100 mm: Zero <10 10-50 50-100 100-200 >200

≥100 mm: Zero <10 10-50 50-100 100-200 >200

Removed:

<100 mm: Zero <10 10-50 50-100 100-200 >200

≥100 mm: Zero <10 10-50 50-100 100-200 >200

h. Number of blood samples that you personally collected from wild, free-ranging desert tortoises (circle one for each size category).

<100 mm: Zero <10 10-50 50-100 100-200 >200

≥100 mm: Zero <10 10-50 50-100 100-200 >200

i. Number of blood samples that you personally collected from other relevant species or captive desert tortoises (circle one for each size category).

Specify species or if captive desert tortoises:

Specify type of procedure:

<100 mm: Zero <10 10-50 50-100 100-200 >200

≥100 mm: Zero <10 10-50 50-100 100-200 >200

j. Experience conducting other procedures on wild, free-ranging desert tortoises (circle one for each size category).

Specify type of procedure:

<100 mm: Zero <10 10-50 50-100 100-200 >200

≥100 mm: Zero <10 10-50 50-100 100-200 >200

k. Experience conducting other procedures on other relevant species or captive desert tortoises (circle one for each size category).

Specify species or if captive desert tortoises:
Specify type of procedure:

<100 mm: Zero	<10	10-50	50-100	100-200	>200
≥100 mm: Zero	<10	10-50	50-100	100-200	>200

l. Prior authorizations for desert tortoise under Biological Opinions or Habitat Conservation Plans (specify number, date, project name and location). Do not reiterate “general field experience” information:

11. Provide at least 3 references that can verify your field qualifications and skills:

Name	Employer/Position	Address/Location	Phone Number	Email
1.				
2.				
3.				

I certify that the information submitted in this form is complete and accurate to the best of my knowledge and belief. I understand that any false statement herein may subject me to the criminal penalties of 18 U.S.C. Ch.47, Sec. 1001.

Signed: _____

Date: _____

Attachment 3

GIS data collection condition for mitigation sites.

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

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

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

GIS data collection condition for translocation sites.

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

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

Desert Tortoise Translocation- County recipient site is located, Recipient Site, Recipient Site Accessor Parcel Number, Lat, Long, Acres of recipient site, desert tortoise release location within recipient site, age translocatee, sex of translocatee, date of translocation, and disease test results of each translocatee.

**RENEWABLE ENERGY ACTION TEAM
DEPOSIT DOCUMENT**

Detailed instructions for properly completing this document begin on page 7. REAT agencies are responsible for completing this form and submitting it to NFWF when a project proponent will be depositing funds with NFWF, but the deposits identified in the document will be made by the project proponent. Once the deposit document is completed the applicable REAT agency should submit a copy to NFWF and the project proponent. The project proponent should include a copy with the deposit.

Project Name: _____

Project Phase: *(if applicable)* _____

Project Location: *(i.e. County, Township, Range, Section, Base and Meridian)*

Land Ownership of Project Site: *(if publicly owned, identify the applicable government entity)*

Project Proponent: _____

Permittee/Grantee: *(and, if applicable, the parent company)*

Permitting Agency (check if applicable) and Decision Documents:
(identify by name, date, and permit #)

Bureau of Land Management
 Decision Document Attached
Project Identification or Tracking #: _____

California Department of Fish and Wildlife
 Decision Document Attached
Project Identification or Tracking #: _____
 SB 34 Funds

California Energy Commission
 Decision Document Attached
Project Identification or Tracking #: _____

U.S. Fish and Wildlife Service
 Decision Document Attached
Project Identification or Tracking #: _____

Monies Required for Deposit into Sub-Accounts:

Check the appropriate box(es) below and specify the dollar amount(s) for deposit.

<input type="checkbox"/>	1. Land Acquisition Deposit	\$ _____
	RFP Fee (\$30,000) (consult NFWF if needed)	\$ _____
	NFWF Deposit Fee (\$3,400)	\$ _____
<input type="checkbox"/>	2. Initial Enhancement Deposit	\$ _____
	NFWF Deposit Fee (\$3,400)	\$ _____
<input type="checkbox"/>	3. Restoration & Habitat Management Deposit	\$ _____
	NFWF Deposit Fee (\$3,400)	\$ _____
<input type="checkbox"/>	4. Initial & Capital Management & Maintenance Deposit	\$ _____
	NFWF Deposit Fee (\$3,400)	\$ _____
<input type="checkbox"/>	5. Long-Term Management & Maintenance Deposit	\$ _____
	NFWF Deposit Fee (\$3,400)	\$ _____
<input type="checkbox"/>	6. Raven Management Deposit	\$ _____
<input type="checkbox"/>	7. Bald & Golden Eagle Deposit	\$ _____
<input type="checkbox"/>	8. Condor Deposit	\$ _____
	NFWF Deposit Fee	\$ _____
<input type="checkbox"/>	9. Mitigation Effectiveness Monitoring Deposit	\$ _____
	NFWF Deposit Fee (\$3,400)	\$ _____
	TOTAL DEPOSIT for Project (or Project Phase)	\$ _____

Deposit Document Prepared & Submitted by and Date:

_____	_____
Name of Agency Contact Person/Representative	Date

Prior Deposit Document(s) submitted for previous deposit(s):
(check and complete, if applicable)

Project Phase: _____	Deposit: \$ _____
Project Phase: _____	Deposit: \$ _____
Project Phase: _____	Deposit: \$ _____

Sub-Account and Required Mitigation Activities¹:

Check the appropriate box below of the Sub-Account that is to receive monies and provide the required information in the numbered sub-sections that follow. If more than one Sub-Account is to receive monies, for each additional Sub-Account check multiple boxes and provide the required information.

1. Land Acquisition Sub-Account

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s) *(these documents must be provided to NFWF at time of submission of Deposit Document):*
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

2. Initial Enhancement Sub-Account

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s) *(these documents must be provided to NFWF at time of submission of Deposit Document):*
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

3. Restoration & Habitat Management Sub-Account

- a. Description of Mitigation Activity (including acreage totals):

¹ The term "Mitigation Activities" for purposes of this Deposit Document means "any biological mitigation or conservation actions required as conditions of Project approval, and other actions agreed to by the Proponent in the Project description, as identified in a Decision Document. Mitigation Activities include, but may not be limited to, the acquisition, protection, and long-term management of compensatory habitat; the restoration, enhancement, or protection of other habitat; actions to protect or manage sensitive species; related monitoring and reporting; and other associated actions, including but not limited to land appraisals and inspections, title searches, and special studies."

Attachment 4

- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s) *(these documents must be provided to NFWF at time of submission of Deposit Document)*:
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

4. Initial & Capital Management & Maintenance Sub-Account

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s) *(these documents must be provided to NFWF at time of submission of Deposit Document)*:
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

5. Long-Term Management & Maintenance Sub-Account

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s) *(these documents must be provided to NFWF at time of submission of Deposit Document)*:
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

6. Raven Management Sub-Account

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s) *(these documents must be provided to NFWF at time of submission of Deposit Document)*:

-
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
 - d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

7. Bald & Golden Eagle Sub-Account

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s) *(these documents must be provided to NFWF at time of submission of Deposit Document)*:
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

8. Condor Sub-Account

- a. Description of Mitigation Activity (including acreage totals):
- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s) *(these documents must be provided to NFWF at time of submission of Deposit Document)*:
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

9. Mitigation Effectiveness Monitoring Sub-Account

Insert information about the "NFWF Annual Fee" and "Investment Policy Statement" below after discussing these items with NFWF in advance.

NFWF Annual Fee:

Investment Policy Statement:

- a. Description of Mitigation Activity (including acreage totals):

Attachment 4

- b. Citation (e.g., page, section, condition number) to Applicable Decision Document(s) *(these documents must be provided to NFWF at time of submission of Deposit Document)*:
- c. Implementation Schedule (including determination of start date, performance period, and due date and determination method for satisfaction of the required Mitigation Activity):
- d. Applicable REAT Agency(ies) with Authority over Implementation of the Mitigation Activity and Contact Information:

DEPOSIT DOCUMENT INFORMATION & INSTRUCTIONS

The Deposit Document is for use by the Renewable Energy Action Team Agencies (USFWS, BLM, DFW, and CEC) and the National Fish and Wildlife Foundation (NFWF). The Deposit Document is not itself a Decision Document. The Deposit Document is to be filled out by the appropriate REAT Agency(ies) staff, as determined by the REAT Agencies. The REAT Agency staff who takes the lead in preparing the Deposit Document shall coordinate with the other applicable REAT Agency staff, non-REAT Agency staff if the lead permitting agency is not a REAT Agency, and NFWF staff prior to finalizing the Deposit Document. REAT agencies are responsible for completing this form and submitting it to NFWF when a project proponent will be depositing funds with NFWF, but the deposits identified in the document will be made by the project proponent. Once the deposit document is completed the applicable REAT agency should submit a copy to NFWF and the project proponent. The project proponent should include a copy with the project proponent's deposit.

The REAT Agency to take the lead in preparing the Deposit Document shall be as follows:

- The CEC if the CEC is a permitting agency regardless of whether the project is on public or private lands
- The BLM if the CEC is not a permitting agency and the project is on public lands
- The DFW if the CEC is not a permitting agency, the project is on private lands, and the DFW issues a permit under Fish and Wildlife Code section 2081(b)
- The USFWS if the CEC is not a permitting agency, the project is on private lands, and the DFW makes a consistency determination under Fish and Wildlife Code section 2080.1

A. Project Name:

- Identify the name of the permitted project.

B. Project Phase:

- If the project has been permitted in phases, specify the phase(s) to which this Deposit Document applies.

C. Project Location:

- Identify the county in which the project is located.
- Provide available information as to township, range, section, and base and meridian.

D. Land Ownership of Project Site:

- Indicate whether the land on which the permitted project or project phase(s) is located is privately or publicly owned.
- If it is publicly owned, identify the applicable governmental entity.

E. Permittee/Grantee:

- Identify the name of the permittee/grantee, which also may be known as the project proponent or responsible party.
- If the permittee/grantee is a company that is owned by another company, identify the name of the parent company.

F. Permitting Agency and Decision Documents:

Attachment 4

- Check the box of each permitting agency. This is an agency that has issued a decision document (permit or other authorization) for the project or project phase(s).
- Under the applicable permitting agency, identify the decision document by (1) name; (2) date; (3) permit identification number.
- Submit with the Deposit Document, a CD or hard copy of each decision document, and indicate by checking the box that the decision document is attached.
- Under the applicable permitting agency, identify the project identification or tracking number. For example, for BLM, this is the “CACA” number. For DFW, this may be an “ITP”, “SAA”, “SCH”, or other number. For the CEC, this is the “Decision” number. For the USFWS, this is the “Permit” or “File” number. For DFW, if any funds collected by DFW pursuant to SB 34 are being deposited, check the box indicating this fact and specify in the “Required Measure Details” of the deposit document which of the measures are to be paid for using such funds.

G. Monies Required for Deposit:

- There are the following potential new and already established Sub-Accounts for each Project established under the NFWF REAT Mitigation Account. For each new Sub-Account there is a one-time \$3400 Deposit Fee, and an Annual Fee. The Sub-Accounts and the associated NFWF fees to be paid by the project proponent are as follows:
 1. Land Acquisition Sub-Account
 - a. NFWF Deposit Fee (\$3400 one-time)
 - b. NFWF Annual Fee (greater of 3% or \$1000 annual)
 2. Initial Enhancement Sub-Account
 - a. NFWF Deposit Fee (\$3400 one-time)
 - b. NFWF Annual Fee (greater of 3% or \$1000 annual)
 3. Restoration & Habitat Management Sub-Account
 - a. NFWF Deposit Fee (\$3400 one-time)
 - b. NFWF Annual Fee (greater of 3% or \$1000 annual)
 4. Long-Term Management & Maintenance Sub-Account
 - a. NFWF Deposit Fee (\$3400 one-time)
 - b. NFWF Annual Fee (1%)
 5. Initial & Capital Management & Maintenance Sub-Account
 - a. NFWF Deposit Fee (\$3400 one-time)
 - b. NFWF Annual Fee (greater of 1% or \$1000 annual)
 6. Raven Management Sub-Account
 - a. NFWF Deposit Fee (already established and paid by the initial depositor)
 - b. NFWF Annual Fee (greater of 2% or \$1000 annual)
 7. Bald & Golden Eagle Sub-Account
 - a. NFWF Deposit Fee (already established and paid by the initial depositor)
 - b. NFWF Annual Fee (greater of 2% or \$1000 annual)
 8. Condor Sub-Account
 - a. NFWF Deposit Fee (already established and paid by the initial depositor)
 - b. NFWF Annual Fee (greater of 2% or \$1000 annual)
 9. Mitigation Effectiveness Monitoring Sub-Account
 - a. NFWF Deposit Fee (\$3400 one-time)
 - b. NFWF Annual Fee (to be determined on a sub-account specific basis and set forth in Section 9 of Sub-Account and Required Mitigation Activities of the Deposit Document)

- Check the box next to each Sub-Account that is to receive monies for required measures for the permitted project or project phase(s).
- See Section J below for instructions on entering dollar amounts for the applicable Sub-Account.
- To calculate the “**TOTAL DEPOSIT for Project (or Project Phase)**,” add together all of the amounts indicated in the spaces provided to be deposited into each of the sub-accounts for the required Mitigation Activities cost estimates.

- Please note that all costs are best estimates. In addition, with respect to any Mitigation Activities, including Land Acquisition Mitigation Activities, that are based on the REAT Cost Table, the costs are the REAT’s best estimates as of July 23, 2010. Actual costs will be determined at the time of the transactions and may change the funding needed to implement the required Mitigation Activities. Regardless of the estimates, the Project proponent is responsible for providing adequate funding to implement the required Mitigation Activities.

H. Deposit Document Prepared & Submitted by and Date:

- The REAT Agency staff who takes the lead in preparing the Deposit Document shall identify his/her name, contact information, and Agency, and date. This information is helpful for NFWF staff if there are questions about the Deposit Document.

I. Prior Deposit Documents:

- Check the box if a prior deposit document was submitted for the project. If the box is checked, identify the phase of the project and the total dollar figure of the deposit for which the prior deposit document was submitted. There is space to identify up to five (5) prior deposit documents.

J. Specific Sub-Account Information

1. Land Acquisition Sub-Account:

- a. A Land Acquisition Sub-Account is for land acquisitions for compensatory mitigation.
- b. The amount of money to be deposited for the Land Acquisition Sub-Account can be found in the “Total – Land Acquisition” line-item on the applicable REAT Cost Table. This amount includes the estimated cost of all land acquisition measures (which may involve multiple habitat types), the NFWF Annual Management Fee, the NFWF Deposit Fee for the Land Acquisition Sub-Account establishment). The applicable REAT Agencies may also indicate an RFP fee when they anticipate the need for an RFP associated with a Mitigation Activity.
- c. All NFWF fees for the Land Acquisition Sub-Account are calculated per sub-account, not per habitat type.
- d. NFWF’s prevailing Investment Policy Statement Governing Cash Management governs the investment of funds in this sub-account.
- e. In the “**Monies Required for Deposit into Sub-Accounts**” section of the Deposit Document:
 - In the space provided for the Land Acquisition Deposit line-item, specify the amount of money to be deposited into the Land Acquisition Sub-Account for the land acquisition, including the NFWF Annual Management Fee.
 - In the space provided for the RFP Fee line-item, if the applicable REAT Agencies indicate the need for an RFP associated with the land acquisition and the depositor is

including the RFP Fee in its deposit, specify the amount of money to be deposited into the Land Acquisition Sub-Account for the anticipated RFP.

- In the space provided for the NFWF Deposit Fee line-item, specify the amount of money to be deposited into the Land Acquisition Sub-Account for the NFWF Deposit Fee to establish the sub-account.

2. Initial Enhancement Sub-Account:

- a. An Initial Enhancement Sub-Account is for initial actions to enhance the habitat on the acquired compensatory mitigation lands.
- b. The amount of money to be deposited for the Initial Enhancement Sub-Account can be found in the “Total – Initial Enhancement” line-item on the applicable REAT Cost Table. This amount includes the estimated cost of initial enhancement measures, the NFWF Annual Management Fee, and the NFWF Deposit Fee for the Initial Enhancement Sub-Account establishment.
- c. All NFWF fees for the Initial Enhancement Sub-Account are calculated per sub-account.
- d. NFWF’s prevailing Investment Policy Statement Governing Cash Management governs the investment of funds in this sub-account.
- e. In the “**Monies Required for Deposit into Sub-Accounts**” section of the Deposit Document:
 - In the space provided for the Initial Enhancement Deposit line-item, specify the amount of money to be deposited into the Initial Enhancement Sub-Account for initial enhancement activities, including the NFWF Annual Management Fee.
 - In the space provided for the NFWF Deposit Fee line-item, specify the amount of money to be deposited into the Initial Enhancement Sub-Account for the NFWF Deposit Fee to establish the sub-account.

3. Restoration & Habitat Management Sub-Account:

- a. A Restoration & Habitat Management Sub-Account is for actions to mitigate impacts by restoring and/or managing habitats on existing public or private lands, or on acquired compensatory mitigation lands.
- b. The amount of money to be deposited for the Restoration & Habitat Management Sub-Account can be found in the “Total – Restoration & Habitat Management” line-item on the applicable REAT Cost Table. This amount includes the estimated cost of restoration and habitat management measures, the NFWF Annual Management Fee, and the NFWF Deposit Fee for the Restoration & Habitat Management Sub-Account establishment.
- c. All NFWF fees for the Restoration & Habitat Management Sub-Account are calculated per sub-account.
- d. NFWF’s prevailing Investment Policy Statement Governing Cash Management governs the investment of funds in this sub-account.
- e. In the “**Monies Required for Deposit into Sub-Accounts**” section of the Deposit Document:
 - In the space provided for the Restoration & Habitat Management Deposit line-item, specify the amount of money to be deposited into the Restoration & Habitat Management Sub-Account for restoration and habitat management activities, including the NFWF Annual Management Fee.

- In the space provided for the NFWF Deposit Fee line-item, specify the amount of money to be deposited into the Restoration & Habitat Management Sub-Account for the NFWF Deposit Fee to establish the sub-account.

4. Initial & Capital Management & Maintenance Sub-Account:

- a. An Initial & Capital Management & Maintenance Sub-Account is for actions required to manage and maintain lands acquired for compensatory mitigation in the first three years or other initial period of management and maintenance.
- b. The amount of money to be deposited for the Initial & Capital Management & Maintenance Sub-Account can be found in the “Total – Initial & Capital Management & Maintenance” line-item on the applicable REAT Cost Table. This amount includes the estimated cost of initial and capital management and maintenance measures, the NFWF Annual Management Fee, and the NFWF Deposit Fee for the Initial & Capital Management & Maintenance Sub-Account establishment.
- c. All NFWF fees for the Initial & Capital Management & Maintenance Sub-Account are calculated per sub-account.
- d. NFWF’s prevailing Investment Policy Statement Governing Cash Management governs the investment of funds in this sub-account.
- e. In the “**Monies Required for Deposit into Sub-Accounts**” section of the Deposit Document:
 - In the space provided for the Initial & Capital Management & Maintenance Deposit line-item, specify the amount of money to be deposited into the Initial & Capital Management & Maintenance Sub-Account for initial and capital management and maintenance activities, including the NFWF Annual Management Fee.
 - In the space provided for the NFWF Deposit Fee line-item, specify the amount of money to be deposited into the Initial & Capital Management & Maintenance Sub-Account for the NFWF Deposit Fee to establish the sub-account.

5. Long-Term Management & Maintenance Sub-Account:

- a. A Long-Term Management & Maintenance Sub-Account is for actions required for the long-term management and maintenance of lands acquired for compensatory mitigation following the initial period of management and maintenance.
- b. If the project is at the initial stage where the developer is securing the performance of the requirement to set aside funds for the long-term management and maintenance of compensatory mitigation lands that have yet to be acquired, then the dollar figure in the “Total – Long-Term Management & Maintenance” line-item on the applicable REAT Cost Table represents the amount of the security for performance to be deposited or placed with the applicable REAT Agencies. This amount is an estimate based on a formula specified by the REAT Agencies.
 - i. The space provided for the Long-Term Management & Maintenance line-item on the Deposit Document should be left blank because the security for performance is not deposited with NFWF.
- f. If the project is at the phase where the compensatory mitigation lands have been approved by the applicable REAT Agencies for acquisition or CE protection, and 1) the amount of money required to be set aside for the long-term management and maintenance of the mitigation lands has been calculated and approved by the applicable REAT Agencies in accordance with a Property Record Analysis (PAR) or other property

analysis methodology; and 2) NFWF is to be the holder of the Long-Term Management & Maintenance funds, then in the “**Monies Required for Deposit into Sub-Accounts**” section of the Deposit Document:

- ii. In the space provided for the Long-Term Management & Maintenance Deposit line-item, specify the amount of money to be deposited into the Long-Term Management & Maintenance Sub-Account for the long-term management and maintenance of the compensatory mitigation lands. This should be the amount identified in the PAR or other property analysis methodology for long-term management and maintenance activities (which incorporates into its calculation the NFWF Annual Management Fee).
- iii. In the space provided for the NFWF Deposit Fee line-item, specify the amount of money to be deposited into the Long-Term Management & Maintenance Sub-Account for the NFWF Deposit Fee to establish the sub-account.
- c. All NFWF fees for the Long-Term Management & Maintenance Sub-Account are calculated per sub-account.
- d. The REAT’s prevailing Investment Policy Statement for Mitigation Endowment Accounts Held by the National Fish and Wildlife Foundation (As of July 2018) governs the investment of funds in this sub-account.
- e. Other special provisions as set forth below on pages 16-17 apply to this sub-account.

6. Raven Management Sub-Account:

- a. The Raven Management Sub-Account is a single comingled sub-account for actions to manage ravens in order to minimize and mitigate impacts to desert tortoise, as identified by the Raven Management Work Group and approved by the REAT Agency Managers following the elements outlined in Mitigation for Common Raven Predation on the Desert Tortoise (http://dmg.gov/documents/20101130_RPT_Common_Raven_Predation_on_DT_USFW_S.pdf) and analyzed in the Environmental Assessment to Implement a Desert Tortoise Recovery Plan Task: Reduce Common Raven Predation on the Desert Tortoise (USFWS et. al 2008).
- b. The amount of money to be deposited into the Raven Management Sub-Account is the estimated cost of raven management measures, as determined by the applicable REAT Agencies, including the NFWF Annual Management Fee, and, if applicable, the NFWF Deposit Fee for the Raven Management Sub-Account establishment.
- c. NFWF’s prevailing Investment Policy Statement Governing Cash Management governs the investment of funds in this sub-account.
- d. In the “**Monies Required for Deposit into Sub-Accounts**” section of the Deposit Document:
 - o In the space provided for the Raven Management Deposit line-item, specify the amount of money to be deposited into the Raven Management Sub-Account for raven management activities, including the NFWF Annual Management Fee.

7. Bald & Golden Eagle Sub-Account:

- a. The Bald & Golden Eagle Sub-Account is a single, comingled sub-account actions to conserve bald and golden eagles and minimize impacts from development.
- b. The amount of money to be deposited into the Bald & Golden Eagle Account is the estimated cost of bald and golden eagle Mitigation Activities, as determined by the

- applicable REAT Agencies, including the NFWF Annual Management Fee, and if applicable, the NFWF Deposit Fee for Bald & Golden Eagle Sub-Account establishment.
- c. NFWF's prevailing Investment Policy Statement Governing Cash Management governs the investment of funds in this sub-account.
 - d. In the **"Monies Required for Deposit into Sub-Accounts"** section of the Deposit Document:
 - o In the space provided for the Bald & Golden Eagle Deposit line-item, specify the amount of money to be deposited into the Bald & Golden Eagle Sub-Account for bald and golden eagle activities, including the NFWF Annual Management Fee.

8. Condor Sub-Account:

- a. The Condor Sub-Account is a single, comingled sub-account for actions to conserve and manage condors.
- b. The amount of money to be deposited into the Condor Sub-Account is the estimated cost of Condor Activities, as determined by the applicable REAT Agencies, including the NFWF Annual Management Fee, and if applicable, the NFWF Deposit Fee for the Condor Sub-Account establishment.
- c. NFWF's prevailing Investment Policy Statement Governing Cash Management governs the investment of funds in this sub-account.
- d. In the **"Monies Required for Deposit into Sub-Accounts"** section of the Deposit Document:
 - o In the space provided for the Condor Deposit line-item, specify the amount of money to be deposited into the Condor Sub-Account for condor activities, including the NFWF Annual Management Fee.
 - o As to the initial deposit, in the space provided for the NFWF Deposit Fee line-item on the Deposit Document, specify the amount of money to be deposited into the Condor Sub-Account for the NFWF Deposit Fee to establish the sub-account.

9. Mitigation Effectiveness Monitoring Sub-Account:

- a. The Mitigation Effectiveness Monitoring Sub-Account is for identified mitigation effectiveness monitoring, as specified by the applicable REAT Agencies.
- b. The amount of money to be deposited into the Mitigation Effectiveness Monitoring Sub-Account is the estimated cost of Mitigation Effectiveness Monitoring Activities, as determined by the applicable REAT Agencies, including the NFWF Annual Management Fee, and if applicable, the NFWF Deposit Fee for the Mitigation Effectiveness Monitoring Sub-Account establishment.
- c. All NFWF fees for the Mitigation Effectiveness Monitoring Sub-Account are calculated per sub-account. The NFWF Annual Management Fee for this sub-account is to be determined on a sub-account specific basis and set forth in Section 9 of Sub-Account and Required Mitigation Activities of the Deposit Document.
- d. The applicable prevailing NFWF Investment Policy Statement to govern the investment of funds in this sub-account is to be determined on a sub-account specific basis and set forth in Section 9 of Sub-Account and Required Mitigation Activities of the Deposit Document.
- e. In the **"Monies Required for Deposit into Sub-Accounts"** section of the Deposit Document:

- In the space provided for the Mitigation Effectiveness Monitoring Deposit line-item, specify the amount of money to be deposited into the Initial Enhancement Sub-Account for mitigation effectiveness monitoring activities, including the NFWF Annual Management Fee.
- In the space provided for the NFWF Deposit Fee line-item, specify the amount of money to be deposited into the Mitigation Effectiveness Monitoring Sub-Account for the NFWF Deposit Fee to establish the sub-account.

K. Sub-Account and Required Mitigation Activities² Details:

- The following are the Mitigation Activities by Sub-Account:
 1. **Land Acquisition:** These are land acquisitions for compensatory mitigation.
 2. **Initial Enhancement:** These are initial actions to enhance the habitat on the acquired compensatory mitigation lands.
 3. **Restoration & Habitat Management:** These are actions to mitigate impacts by restoring and/or managing habitats on existing public or private lands, or on acquired compensatory mitigation lands.
 4. **Initial & Capital Management & Maintenance:** These are actions required to manage and maintain lands acquired for compensatory mitigation in the first three years or other initial period of management and maintenance.
 5. **Long-term Management & Maintenance:** These are actions required for the long-term management and maintenance of lands acquired for compensatory mitigation following the initial period of management and maintenance.
 6. **Raven Management:** These are actions to manage ravens in order to minimize and mitigate impacts to desert tortoise, as identified by the Raven Management Work Group and approved by the REAT Agency Managers following the elements outlined in Mitigation for Common Raven Predation on the Desert Tortoise (http://dmg.gov/documents/20101130_RPT_Common_Raven_Predation_on_DT_USFW_S.pdf) and analyzed in the Environmental Assessment to Implement a Desert Tortoise Recovery Plan Task: Reduce Common Raven Predation on the Desert Tortoise (USFWS et. al 2008).
 7. **Bald & Golden Eagle:** These are actions to conserve bald and golden eagles and minimize impacts from development.
 8. **Condor:** These are actions to conserve and manage condors.
 9. **Mitigation Effectiveness Monitoring:** These are actions for identified mitigation effectiveness monitoring, as specified by the applicable REAT Agencies.
- Make a list of the required Mitigation Activities to be funded with monies deposited into the applicable Sub-Account.
- For each Mitigation Activity, please provide the specific information in subsections a-d, as follows:
 - Subsection a.: Description of the Mitigation Activity
 - Subsection b.: Citation(s) to the applicable Decision Document(s) requiring the Mitigation Activity, such as the page, section, and condition number. Please provide

² See Footnote 1 for the definition of the term “Mitigation Activities.”

Attachment 4

- copies of the Decision Document(s) to NFWF at the time of submission of the Deposit Document.
- Subsection c: Determination of the start date, performance period, and due date and determination method for satisfaction of Mitigation Activity
 - Subsection d.: Identification of the applicable REAT Agency(ies) with authority over implementation of the Mitigation Activity, the name of the agency contact person/representative for the sub-account, and the contact information for the such person, including phone number and email address.
 - For DFW, indicate which Mitigation Activity, if any, are to be paid for using deposited SB 34 funds, the use of which is limited to mitigation.

SPECIAL PROVISIONS FOR LONG-TERM MANAGEMENT & MAINTENANCE SUB-ACCOUNTS

The REAT Agencies and NFWF have agreed to the following provisions and procedures for Long-Term Management & Maintenance Sub-Accounts established within the REAT Account. To the extent these provisions and procedures pertain to disbursements of monies from such sub-accounts, such provisions and procedures will be included in Recipient Agreements that NFWF signs with entities or individuals that receive monies from Long-Term Management & Maintenance Sub-Accounts (Recipients).

- A. The applicable REAT Agency(ies) are responsible for approving the Property Analysis Record, or equivalent endowment assessment methodology (in either case the “Endowment Assessment”) that calculates the amount of money necessary to provide a source of long-term or perpetual funding for the long-term management and maintenance of the applicable compensatory mitigation lands required by or incorporated as agreed to in the applicable Decision Document(s), and shall approve an associated payment schedule for disbursements from a Long-Term Management & Maintenance Sub-Account.

- B. The REAT Agencies may elect to meet with NFWF at intervals as requested by the REAT Agencies (but no more frequently than annually) to review, in consultation with NFWF’s investment advisors, the financial status of any Long-Term Management & Maintenance Sub-Accounts for the purpose of assessing whether actual investment performance to date, prevailing economic conditions, or other factors pose a material risk of depletion with respect to such Long-Term Management & Maintenance Sub-Accounts. If NFWF and the applicable REAT Agencies determine, in consultation with NFWF’s investment advisors, that there exists a material risk of depletion with respect to any Long-Term Management & Maintenance Sub-Accounts, NFWF and the applicable REAT Agencies will jointly develop one or more options that may be employed by the applicable REAT Agency(ies) to mitigate such risk. Options include, but are not necessarily limited to, a determination and directive by the applicable REAT Agency(ies) to suspend or reduce disbursements from one or more Long-Term Management & Maintenance Sub-Accounts for a period of time until the risk of depletion has receded to acceptable levels. The determination to implement any such risk mitigation options shall be made by the applicable REAT Agency(ies) acting in their sole discretion, in writing, to NFWF. To the greatest extent feasible, the applicable REAT Agency(ies) will exercise their discretion in a manner that does not adversely affect the ability to achieve the biological minimization and mitigation objectives under the applicable REAT Agency’s(ies’) respective Decision Documents. NFWF will implement risk mitigation options as directed in writing by the applicable REAT Agency(ies).

- C. To the extent authorized by applicable Decision Documents, law or regulation, the applicable REAT Agency(ies) may suspend or reduce disbursements from a Long-Term Management & Maintenance Sub-Account for reasons related to the Recipient’s performance of long-term land management and maintenance activities on the applicable compensatory mitigation lands. In the event any applicable REAT Agency exercises such authority, it will provide written notice and direction to NFWF to suspend or reduce disbursements. NFWF will suspend or reduce disbursements from a Long-Term Management & Maintenance Sub-Account as directed by the applicable REAT Agency(ies) in writing.

Attachment 4

- D. To the extent authorized by applicable Decision Documents, law or regulation, the applicable REAT Agency(ies) may authorize or direct NFWF in writing to make disbursements from a Long-Term Management & Maintenance Sub-Account to fund a project or activity that was not accounted for in the applicable Endowment Assessment, including but not necessarily limited to activities in response to a catastrophic event, e.g., recovery after a fire. NFWF will make such disbursements, as directed by the applicable REAT Agency(ies) in writing. The applicable REAT Agency(ies) acknowledge that such disbursements may impair the viability of the applicable Long-Term Management & Maintenance Sub-Account as a source of perpetual funding for long-term management and maintenance activities for the applicable compensatory mitigation lands.
- E. NFWF shall not be liable in any respect to the REAT Agencies or any Recipient, or to any other person or entity, for:
1. any errors, omissions, inaccuracies, or other elements of any Endowment Assessment approved by the applicable REAT Agency(ies) for compensatory mitigation lands required by or incorporated into a Decision Document;
 2. any decision, direction, or instruction by the applicable REAT Agency(ies) that suspends or reduces disbursements of funding from any Long-Term Management & Maintenance Sub-Account; or
 3. any decision, direction, or instruction by the applicable REAT Agency(ies) that directly or indirectly impairs the viability of any Long-Term Management & Maintenance Sub-Account as a source of perpetual funding for the long-term management and maintenance activities for the applicable compensatory mitigation lands.

SUBMITTING THE DEPOSIT DOCUMENT AND FUNDS FOR DEPOSIT

The Deposit Document may be submitted to NFWF by a REAT Agency separately from, but concurrent with, the Project Proponent's payment of funds for deposit, or the Deposit Document may be submitted to NFWF by the Project Proponent together with the payment of funds for deposit. The funds for deposit may be paid by check or wire:

All deposits must include a notation identifying the name of the project for which the deposit is being made.

Deposits by check shall be sent to:

National Fish and Wildlife Foundation
1625 Eye Street NW, FL 3
Washington, DC 20006
Attn: Chief Financial Officer

Deposits by wire shall be sent to:

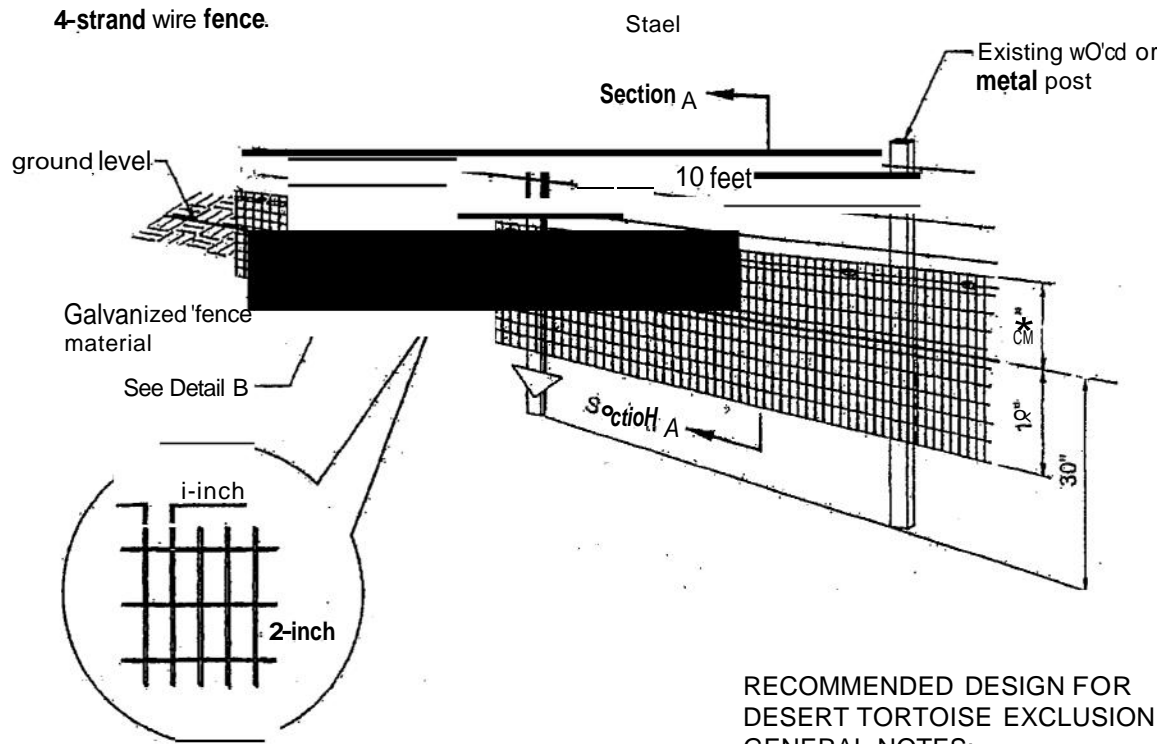
For depositors desiring to send funds to NFWF via electronic funds transfer, the deposit will be made in accordance with wire instructions provided by NFWF in writing at the time of deposit.

Attachment 5

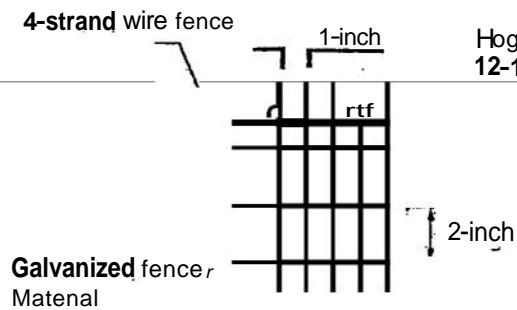
APPENDIX C

Recommended Specifications for Desert Tortoise Exclusion Fencing and Tortoise Guard

DESERT TORTOISE EXCLUSION FENCE (2005)



DETAIL A

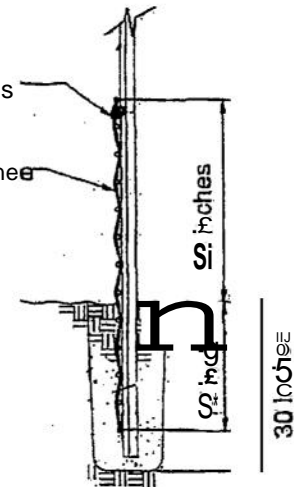


DETAIL B

4-strand wire fence

Hog rings
12-18" intervals
See Detail B

Galvanized fence
Material



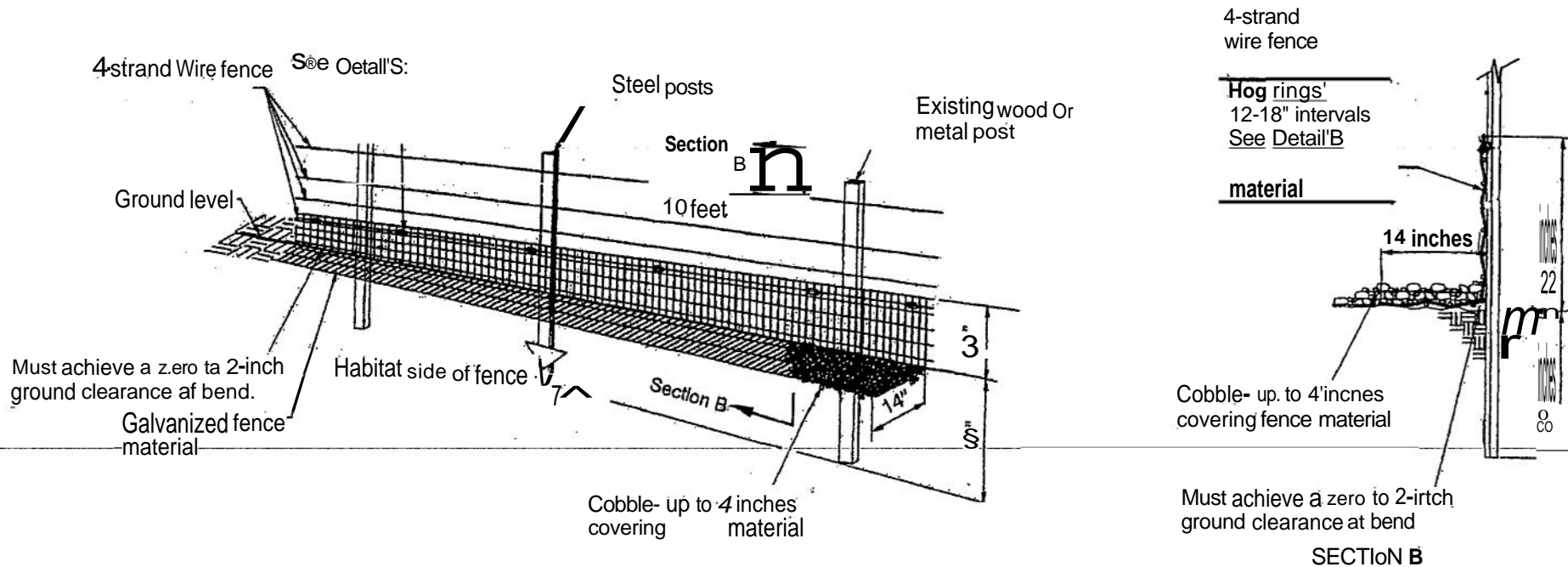
SECTION A

RECOMMENDED DESIGN FOR
DESERT TORTOISE EXCLUSION FENCE
GENERAL NOTES:

1. Ensure that fence posts and materials conform to the standards approved by the U.S. Fish and Wildlife Service.
2. Ensure that the height above ground level is no less than 18 inches and no higher than 24 inches.
3. Ensure that the depth of fence material below ground level is about 12 inches but no less than 6 inches. (See SECTION A above)
4. Install additional steel posts when distance between existing fence posts exceed 10 feet.
5. Attach fence material to existing fence or wire using hog rings at 12-inch intervals.
6. Fasten fence material to posts with 3 tie wires with a wire near the top, bottom and center of the fence material.
7. Backfill trenches with excavated material and compact the material.
8. Attach fence material to all gates. Ensure that clearance at base of gate achieves zero ground clearance.
9. Substitute smooth wire for barbed wire if additional support wires are necessary.
10. The number and placement of support wires may be modified to allow sheep and deer to pass safely.
11. Erosion at the edge of the fence material where the fence crosses washes may occur and requires appropriate and timely monitoring and repair.
12. Tie the fence into existing culverts and cattleguards when determined necessary to allow desert tortoise passage underneath roadways.

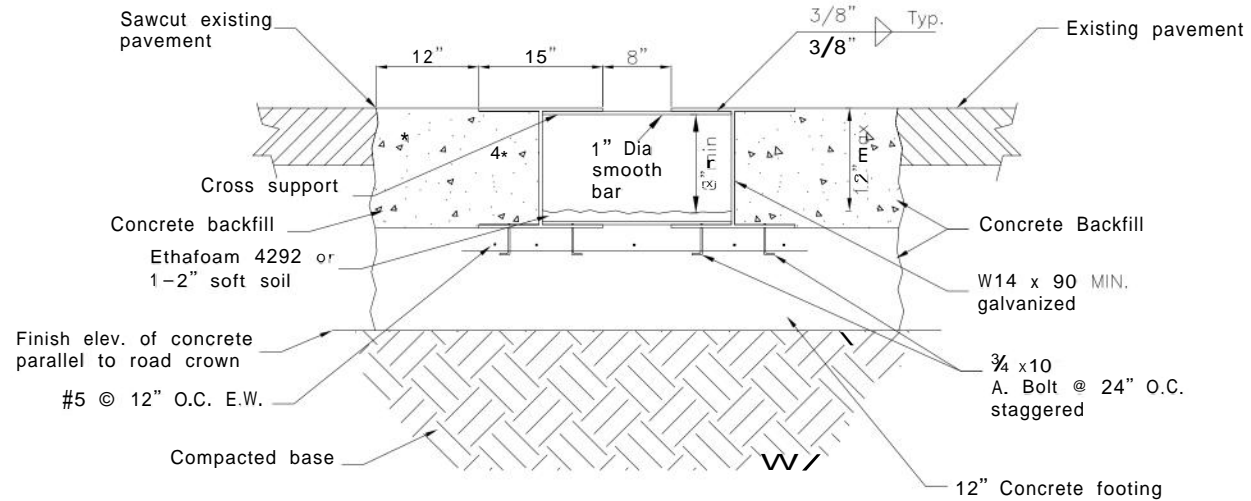
FOR BEDROCK OR CALICHE SUBSTRATE

1. Use this fence design (see below) only for that portion of the fence where fence material cannot be placed 6 inches below existing ground level due to presence of bedrock, large rocks or caliche substrate.
2. Ensure that the fence height above ground level is no less than 22 inches.
3. Ensure that there is a zero to 2-inch ground clearance at the bend.
4. Ensure that the bent portion of the fence is lying on the ground and pointed in the direction of desert tortoise habitat.
5. Cover the portion of the fence that is flush with the ground with cobble (rocks placed on top of the fence material to a vertical thickness up to 4 inches).
6. When substrate no longer is composed of bedrock or caliche, install fence using design shown above.

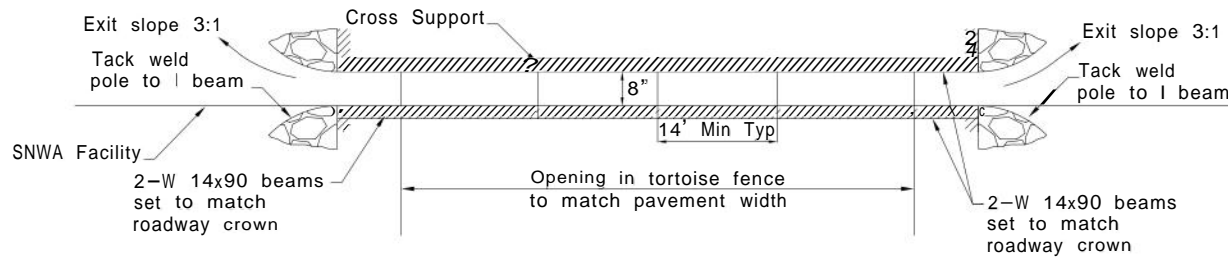


PERMANENT TORTOISE GUARD

CROSS SECTION



TOP VIEW



NOTE:
All metal should be galvanized per spec 05500, paragraph 3.3

ATTACHMENT 6A
DEPARTMENT OF FISH AND WILDLIFE
HABITAT MANAGEMENT LAND ACQUISITION PACKAGE CHECKLIST FOR PROJECT APPLICANTS

The following checklist is provided to inform you of what documents are necessary to expedite the Department of Fish and Wildlife (CDFW) processing of your Habitat Management Land acquisition proposal. Any land acquisition processing requests which are incomplete when received, will be returned. The Region contact will review and approve the document package and forward it to the Habitat Conservation Planning Branch Senior Land Agent with a request to process the land acquisition for formal acceptance.

To: _____
Regional Manager, Region Name

From: _____
Project Applicant

Phone: _____

Tracking #: _____
CDFW assigned permit or agreement #

Project Name: _____

Enclosed is the complete package for the Conservation Easement OR Grant Deed

Documents in this package include:

Fully executed, approved as to form Conservation Easement Deed or Grant Deed with legal description stamped by a licensed surveyor. Date executed: _____

Proposed Lands for Acquisition Form (PLFAF)

Phase I Environmental Site Assessment Report Date on report: _____
(An existing report may be used, but it must be less than two years old.)

Preliminary Title Report(s) for subject property is enclosed and has been reviewed for Encumbrances, including severed mineral estates, and other easements. The title report must be less than six months old when final processing is conducted.

Included are additional documents:

document(s) to support title exceptions

document(s) to explain title encumbrances

a plot or map of easements/encumbrances on the property

Policy of Title Insurance (an existing title policy is not acceptable)

County Assessor Parcel Map(s) for subject property

Site Location Map (Site location with property boundaries outline on a USGS 1:24,000 scale topo)

Final Permit or Agreement (or other appropriate instrument)

Type of agreement: Bank Agreement Mitigation Agreement

Permit _____ Other: _____
(write in type of permit)

Final Management Plan (if required prior to finalizing permit or agreement or if this package is for a Grant Deed)

Biological Resources Report

Draft Summary of Transactions hard copy electronic copy (both are required)



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
PROPOSED LANDS FOR ACQUISITION FORM ("PLFAF")

Date: _____

TO: Regional Representative

Facsimile:

FROM: _____

Applicant proposes that the following parcel(s) of land be considered for approval by the California Department of Fish and Wildlife as suitable for purposes of habitat management lands to compensate the adverse environmental impacts of the Project:

<u>Section(s)</u>	<u>Township</u>	<u>Range</u>	<u>County</u>	<u>Acres</u>
_____	_____	_____	_____	_____

Current Legal Owner(s), of the surface and mineral estates, include Assessor's Parcel Number(s):

General Description of Location of Parcel(s):

Land Value: \$

For Region Use Only

APPROVED ___ By: _____ DATE: _____
Regional Manager's Signature

REJECTED ___ Region: _____

Explanation: _____

Attachment 7

[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"]

Attachment 8

Minor Amendment No. 2 with Track Changes
for Amended Incidental Take Permit No. 2081-2021-015-06
Crimson Solar Project

1. The Authority section has been amended as follows:

* * *

Permittee: Sonoran West Solar Holdings, LLC
Principal Officer: Michael Arndt, ~~President~~ Authorized Signatory
Contact Person: ~~Scott Dawson~~ Chinedu Oputa
Mailing Address: ~~3000 Oak Road, 98 San Jacinto Blvd., Ste. 400 750~~
~~Walnut Creek, CA 94583~~
~~scott.dawson@recurrentenergy.com~~
Austin, TX 78701
Chinedu.Oputa@recurrentenergy.com

Permittee: Sonoran West Solar Holdings 2, LLC
Principal Officer: Michael Arndt, ~~President~~ Authorized Signatory
Contact Person: ~~Scott Dawson~~ Chinedu Oputa
Mailing Address: ~~3000 Oak Road, 98 San Jacinto Blvd., Ste. 400 750~~
~~Walnut Creek, CA 94583~~
~~scott.dawson@recurrentenergy.com~~
Austin, TX 78701
Chinedu.Oputa@recurrentenergy.com

Permittee: RE Cobalt, LLC
Principal Officer: Michael Arndt, President
Contact Person: ~~Scott Dawson~~ Chinedu Oputa
Mailing Address: ~~3000 Oak Road, 98 San Jacinto Blvd., Ste. 400 750~~
~~Walnut Creek, CA 94583~~
~~scott.dawson@recurrentenergy.com~~
Austin, TX 78701
Chinedu.Oputa@recurrentenergy.com

2. The Amended ITP Background section has been inserted preceding the Effective Date and Expiration section and describes Amendment No. 2 as follows:

* * *

Amendment No. 2

On July 25, 2023, Permittees submitted a request for an amendment to Amended ITP No. 2081-2021-015-06 (Amendment No.1) (See Cal. Code Regs., § 783.6(c)(5)). Permittees requested modifications to language within Condition of Approval 7. Notification, Monitoring, and Reporting Provisions, and Condition of Approval 8. Take Minimization Measures to clarify and differentiate the requirements of certain conditions during construction, operation and maintenance, and decommissioning due to the varied potential for take during the Covered Activities associated with each Project period. Specifically, the changes will include the following:

- (1) The on-site daily compliance monitoring requirements per Condition of Approval 7.6 are reduced during the operation and maintenance period of the Project to be once a month when occurring within desert tortoise exclusionary fencing.
- (2) Condition of Approval 8.6 is amended to clarify the condition is only for construction monitoring and excludes the operation and maintenance period of the Project.
- (3) The Covered Species exclusionary fencing requirements in Condition of Approval 8.14 is amended to allow detached sections of fencing for the Phase 1 surrounding the BESS to bring the Permittee into compliance. The Covered Species exclusion fencing was not attached to the perimeter security fencing as required. Due to the altered design, the requirement of maintaining the detached fence is added.
- (4) Modifications to Condition of Approval 8.15 to specify the frequency of Covered Species fence maintenance inspections during construction, operation and maintenance, and decommissioning- related Covered Activities are added.
- (5) Vehicle inspections per Condition of Approval 8.16 are clarified to be required unless the vehicle is surrounded by intact Covered Species exclusion fencing.
- (6) Staging and parking area requirements per Condition of Approval 8.17 clarify that inspections underneath vehicles must occur if they are not within an area enclosed by Covered Species exclusionary fencing.
- (7) Full time monitoring requirements per Condition of Approval 8.24 is amended to specify an Authorized Biologist can be on-call during operation and maintenance Covered Activities that are within Covered Species exclusion fence, or if outside the exclusion fence, are not ground-disturbing Covered Activities.
- (8) The timeline to complete the permanent protection and funding for perpetual management of compensatory habitat per Condition of Approval 9 is amended from 18 months to 28 months from the start of ground disturbance for each Phase if Security is provided per Condition of Approval 10.
- (9) The total acreage of the Project is corrected in the Project Description and Table 1 from 1,983.7 acres to 1,983.6 acres.
- (10) The acreage of the Project area and Covered Species habitat in the Impacts of the Taking on Covered Species section on Page 9 of this Amended ITP is corrected from 1,984 acres to 1,983.6 acres.
- (11) The acreage of the BESS is corrected in the Project Description from 1,228 acres to 1,228.1 acres.

(12) The acreage of compensatory habitat was corrected in the Findings Pursuant to CESA Section on Page 35 of this Amended ITP.

CDFW finds that this Amendment is a Minor Amendment, as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(4).

Issuance of this Amendment will not increase the amount of take of the Covered Species compared to the Project as originally approved, nor will this Amendment increase other Project impacts on the Covered Species (i.e., “impacts of taking” as used in Fish and Game Code Section 2081, subd. (b)(2)).

Issuance of this Amendment does not affect CDFW’s previous determination that issuance of the ITP meets and is otherwise consistent with the permitting criteria set forth in Fish and Game Code section 2081, subdivisions (b) and (c).

CDFW now reissues this ITP including the revised provisions in this second Minor Amendment (Collectively, the Amended ITP). The Amended ITP includes all of the operative provisions as of the effective date of this Amended ITP. Attachment 9 to this Amended ITP shows the specific red-line changes made to the ITP as a result of this Minor Amendment.

3. The Effective Date and Expiration Date of this ITP section has been amended as follows:

This Amended ITP supersedes and replaces the version issued on November 29, 2023. ThisThe original ITP shall be executed in duplicate original form and ~~shall become~~became effective ~~once~~when a duplicate original ~~is~~was acknowledged by signature of the Permittee on the last page of ~~this~~the original ITP and returned to CDFW’s Habitat Conservation Planning Branch at the address listed in the Notices section of this ITP. ~~Unless renewed by CDFW, this~~The original ITP’s effective date was June 21, 2021. This remains the effective date for the original take authorization. The Amended ITP shall be executed in the same manner and shall become effective when signed by all parties and received by CDFW as described in the Notices section of this Amended ITP. Unless renewed by CDFW, this Amended ITP’s authorization to take the Covered Species shall expire on **July 1, 2061.**

* * *

4. The Project Description section has been amended as follows:

The Project would be constructed in three phases on a total of 1,983.~~76~~ acres (Figure 2) (Table 1). The first phase would cover a total of 76.5 acres. It would consist of a shared access road, gen-tie line, O&M area, and substation located on 47.6 acres and a Battery Energy Storage System (BESS) that would include up to 1,400 megawatt-hours (MWh) of integrated energy storage capacity on located on 28.9 acres. Phase 1A will include responsibility for the shared facilities (access road, gen-tie line, O&M

area, and substation) along with its individual BESS location totaling 59.5 acres and Phase 1B, will include responsibility for the shared facilities (access road, gen-tie line, O&M area, and substation) along with its individual BESS location totaling 64.6 acres. Phase 2 would be a Solar Facility which would generate up to 150 megawatts (MWs) of renewable energy using photovoltaic (PV) technology and an optional BESS of up to 1,400MWh on 1,228.1 acres. Phase 3 would be a Solar Facility which would generate up to 250 MWs of additional renewable energy using PV technology and an optional BESS of up to 1,400MWh on approximately 679 acres. Access to the Project and each phase would be provided from I-10 along the existing paved Wiley's Well and Powerline roads to the Colorado River Substation (CRS).

Table 1 - Project Phases

Phases	Permittee	Area (acres)
Phase 1A and Phase 1B shared facilities	Sonoran West Solar Holdings, LLC & Sonoran West Solar Holdings 2, LLC	47.6
Phase 1A BESS – up to 800MWh BESS	Sonoran West Solar Holdings, LLC	11.9
Phase 1B BESS – up to 600 MWh BESS	Sonoran West Solar Holdings 2, LLC	17.0
Phase 2 – up to 150MW PV and 1,400MWh BESS	RE Cobalt, LLC	1,228.1
Phase 3 – up to 250MW PV and 1,400MWh BESS	RE Cobalt, LLC	679.0
Total		1,983.76

* * *

5. The Impacts of the Taking on Covered Species section has been amended as follows:

* * *

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; crushing or burial of individuals or eggs in burrows; destruction of burrows and refugia; and increased predation. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so of the Covered Species as well as, capture and relocation activities. More specifically, relocation of Covered Species out of harm’s way may disrupt the behavior and social structure of resident individuals. The areas where authorized take of the Covered Species is expected to occur is within the 1,984,983.6-acre area for the Project site.

The Project is expected to cause the permanent loss of 1,984,983.6 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 noise and vibrations, displacement from preferred habitat, increased competition for food and space, and increased vulnerability to predation.

6. Condition of Approval 7. Notification, Monitoring, and Reporting Provisions has been amended as follows:

* * *

7.5. Notifying Procedures. The Permittee or the Designated Representative shall provide all required notifications in this ITP by sending an email to the CDFW Regional Representative ~~Magdalena Rodriguez~~ ~~(Magdalena.Rodriguez@wildlife.ca.gov)~~ Ashley Rosales ~~(Ashley.Rosales@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 addressing, any necessary photos or attachments, and the name and phone numbers of the Biological Monitor(s) and/or Authorized Biologist(s) (if applicable).

* * *

7.6. Compliance Monitoring. The Biological Monitor(s) and/or Authorized Biologist(s) shall be on-site daily when construction and decommissioning-related Covered Activities occur. The Biological Monitor(s) and/or Authorized Biologist(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. The Designated Representative, Biological Monitor(s), and/or Authorized Biologist(s) shall each 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. The Authorized Biologist(s) and/or Biological Monitor shall conduct compliance inspections a minimum of three times a day (once during the onset of the day's work, once mid-day, and once at the conclusion of that day's work). When all construction-related Covered Activities have been completed and the Project enters the operation and maintenance period, an Authorized Biologist(s) shall be on-site daily to monitor any ground-disturbing operation and maintenance-related Covered Activities being performed outside of the exclusionary fencing, and to conduct monthly compliance inspections within the exclusionary fencing for the term of this ITP and/or until Project decommissioning commences.

* * *

7. Condition of Approval 8. Take Minimization Measures has been amended as follows:

* * *

- 8.6. Construction Monitoring. Biological Monitor(s) and/or Authorized Biologist(s) shall monitor and be present at all times during construction-related Covered Activities.

* * *

- 8.14. Permanent Security Fencing with Attached Desert Tortoise Fencing. The permanent desert tortoise exclusion fencing shall be attached to the 8-foot-high standard chain link security fencing associated with ~~each phase~~ Phase 2 and 3 of the Project. This fencing shall be installed around the array fields, operation and maintenance facilities, warehouses, ~~substations, switchyard, and interconnection facilities.~~ substations, switchyard, and interconnection facilities. The permanent desert tortoise exclusion fencing shall be detached from the north side of the 8-foot-high standard chain link security fencing of the substation and BESS facility. The permanent desert tortoise exclusionary fencing shall be installed on the north side of the access road with permanent desert tortoise guards within the access road where there is a gap for vehicle passage (Figure 3). The desert tortoise exclusionary fencing shall be attached to the security fencing on the east, south, and west sides of the substation and BESS facility. The Permittee shall construct the desert tortoise fence according to Chapter 8 of the USFWS Field Manual, but if any tortoises ≤ 100 mm MCL are translocated within 500 meters of the Project site, tortoise fencing shall be 16 gauge or heavier galvanized after welded wire with mesh opening of ½ inch horizontal by ½ inch vertical.
- 8.15. Covered Species Fence Maintenance Inspection. The Biological Monitor(s) and/or Authorized Biologist(s) shall inspect the Covered Species fencing during ~~the construction and decommissioning-related~~ Covered Activities, at the end of each workday, and ~~during major rainfall events and~~ within 24 hours of major rainfall and high wind events to ensure Covered Species is prohibited from entering the relevant phase of the Project Area. Fence inspections shall be performed a minimum of twice per day in areas where known home ranges overlap the fence alignment following installation and until the end of the subsequent Covered Species active season. Once all Project phases are in operation and maintenance, the permanent desert tortoise exclusion fencing shall be inspected by the Biological Monitor(s) and/or Authorized Biologist(s) at least once monthly and within 24 hours of major rainfall and high wind events. Permittee shall inspect and maintain the detached exclusionary fence and permanent desert tortoise guards for Phase 1 daily. If the fence is compromised,

repairs shall be completed immediately, and clearance protocol level surveys shall be conducted as described in Condition of Approval 8.5. ~~Fence inspections shall be performed a minimum of twice per day in areas where known home ranges overlap the fence alignment. Should a Covered Species become entrapped in the desert tortoise guard, an Authorized Biologist shall be immediately notified.~~

8.16. Vehicle Inspection. Workers shall inspect for Covered Species under vehicles and equipment before the vehicles and equipment are moved, unless surrounded by intact Covered Species exclusionary fencing. If a Covered Species is present, the worker shall contact the Biological Monitor(s) or Authorized Biologists(s) and wait for the Covered Species to move unimpeded to a safe location or the Authorized Biologist(s) shall relocate the Covered Species as described in Condition of Approval 8.9 before moving vehicles and equipment.

8.17. Staging Area and Parking Area. ~~The~~During construction and decommissioning-related Covered Activities, the Permittee shall enclose all staging areas and parking areas with Covered Species exclusion fencing. All parked vehicles and equipment within an unfenced area of the Project (e.g. gen-tie line) during the operation and maintenance period shall be inspected underneath for Covered Species presence prior to being moved per Condition of Approval 8.16. If a Covered Species is found within a staging or parking area the worker shall immediately contact a Biological Monitor(s) and/or Authorized Biologist(s) approved in Condition of Approval 6 of this ITP. A biologist approved in Condition of Approval 6 of this ITP shall relocate the Covered Species in accordance with Condition of Approval 8.9 of this ITP and the DTTP.

* * *

8.24. Full time monitoring. An Authorized Biologist(s) shall be present on-site during all construction and decommissioning-related Covered Activities. An Authorized Biologist(s) and/or Biological Monitor(s) shall be present at all times while ground-disturbing Covered Activities occur outside a permanent fenced area. During the operation and maintenance period of the Project, an Authorized Biologist shall be on-call to address any compliance related issues.

* * *

8. The Habitat Management Land Acquisition section has been amended as follows:

* * *

To meet this requirement, the Permittee shall either purchase 2,767.5 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank

(Condition of Approval 9.2) that correspond to their respective Phases in Table 2 OR shall provide for both the permanent protection and management of Habitat Management (HM) lands pursuant to Condition of Approval 9.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 9.4 below that correspond to their respective Phases in Table 2. Permanent protection and funding for perpetual management of compensatory habitat must be complete before starting Covered Activities within each phase, or within **1828 months** from the start of ground disturbance for each Phase if Security is provided pursuant to Condition of Approval 10.1 below for all uncompleted obligations.

* * *

9.2. Covered Species Credits. Permittee shall purchase Covered Species credits in the amounts according to Table 2 from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities within each Phase, or no later than **1828 months** from the start of Covered Activities within each Phase if Security is provided pursuant to Condition of Approval 10.1 below.

* * *

9. The Performance Security section has been amended as follows:

* * *

Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than **1828 months** from the effective date of this ITP or within **1828 months** of start of ground disturbance for each phase. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

10. The Notices section has been amended as follows:

* * *

Leslie MacNair Heidi Calvert, Regional Manager
California Department of Fish and Wildlife
3602 Inland Empire Boulevard, Suite C-220
Ontario, CA 91764
Telephone (909) 484-0167
Fax (909) 941-7364

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

and a copy to:

Magdalena.Rodriguez_Ashley.Rosales@wildlife.ca.gov

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

[Magdalena Rodriguez](#)
[Ashley Rosales](#)
 3602 Inland Empire Boulevard, Suite C-220
 Ontario, CA 91764
 Telephone (~~909~~-844-2520/760) 219-9452

11. The Compliance with CEQA section has been amended as follows:

* * *

None of the factors that would trigger the need for subsequent or supplemental environmental analysis of the Project under Public Resources Code section 21166 or California Code of Regulations, title 14, sections 15162 and 15163, exist as a result of this Amendment.

12. The Findings Pursuant to CESA section has been amended as follows:

* * *

(1) 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 **1,984.02,767.5 acres** of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;

* * *

13. The Attachments section has been amended as follows:**Attachments:**

FIGURE 1	Map of Project
FIGURE 2	Map of Phases
<u>FIGURE 3</u>	<u>Substation & BESS Facility Detail</u>
ATTACHMENT 1	<u>Amended</u> Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Qualifications Form
ATTACHMENT 3	GIS Data Collection Requirements
ATTACHMENT 4	Raven Management Renewable Deposit Document
ATTACHMENT 5	Exclusion Fence
ATTACHMENT 6a	Proposed Lands for Acquisition Form
ATTACHMENT 6b	HMLA Lands Checklist
ATTACHMENT 7	Irrevocable Letter of Credit
ATTACHMENT 8	Mitigation Payment Transmittal Form
<u>ATTACHMENT 9</u>	<u>Minor Amendment No. 2 with Track Changes</u>

Attachment 9

Minor Amendment No. 3 with Track Changes
for Amended Incidental Take Permit No. 2081-2021-015-06
Crimson Solar Project

1. The Authority section has been amended as follows:

* * *

Permittee: Sonoran West Solar Holdings, LLC
Principal Officer: Michael Arndt, Authorized Signatory
Contact Person: Chinedu Oputa, (915) 504-1071(~~xxx~~)xxx-xxx
Mailing Address: 98 San Jacinto Blvd., Ste 750
Austin, TX 78701
Chinedu.Oputa@recurrentenergy.com

Permittee: Sonoran West Solar Holdings 2, LLC
Principal Officer: Michael Arndt, Authorized Signatory
Contact Person: Chinedu Oputa, (915) 504-1071(~~xxx~~)xxx-xxx
Mailing Address: 98 San Jacinto Blvd., Ste 750
Austin, TX 78701
Chinedu.Oputa@recurrentenergy.com

Permittee: RE Cobalt, LLC
Principal Officer: Michael Arndt, President
Contact Person: Chinedu Oputa, (915) 504) 1071(~~xxx~~)xxx-xxx
Mailing Address: 98 San Jacinto Blvd., Ste 750
Austin, TX 78701
Chinedu.Oputa@recurrentenergy.com

2. The Amended ITP Background section has been amended as follows:

* * *

Amendment No. 1

On August 6, 2021, the Permittee requested an amendment to their original ITP, as described above. The Minor Amendment No. 1 was issued on November 16, 2021, and made the following changes to the original ITP:

- (1) The Amendment added two additional Permittees and changeschanged the original Permittee to only cover Phase 1A. The new Permittees are: Sonoran West Solar

Holdings, LLC (Phase 1A), Sonoran West Solar Holdings 2, LLC (Phase 1B), and RE

Cobalt LLC (Phases 2 and 3). Figure 2 ~~is~~was revised to show the amended Project phasing.

- (2) The Amendment ~~reduces~~reduced the acreage for Phase 1 from 77 acres to 76.5 acres and ~~splits~~split Phase 1 into two subphases, Phase 1A and Phase 1B. Phase 1A and Phase 1B share the overlapping footprints of the access roads, gen-tie line, operation and maintenance area, and onsite substation. The remainder acreage is split between the two subphases. Table 1 ~~is~~was also modified to reflect the split of Phase 1 and the additional Permittees.
- (3) The Amendment ~~specifies~~specified that the operation and maintenance building will be shared by Phase 1A and Phase 1B.
- (4) The Amendment ~~revises~~revised the first paragraph in the Condition of Approval section to note that each Permittee is responsible for complying with the conditions of approval and other requirement in the ITP applicable only to their individual phase for the Project.
- (5) The Amendment ~~changes~~changed the Raven fee to match the adjusted acreage for Phase 1A and Phase 1B.
- (6) The Amendment ~~modifies~~modified Table 2 to show the changes to compensation for each phase.
- (7) The Amendment ~~changes~~changed the language of Condition of Approval 9.2 to specify that Covered Species credits will match Table 2 compensation acres for each phase and that they can be purchased prior to the start of construction for each phase.
- (8) The Amendment ~~changes~~changed Condition of Approval 10.1 so Security is split for Phase 1. The security amount for Phase 1A is \$1,500 and Phase 1B is \$1,500.
- (9) The Amendment ~~changes~~changed section 10.3 to specify the Security will be paid within 30 calendar days before Covered Activities for that Phase and not within 30 days before the effective date of the original ITP.

Amendment No. 2

On July 25, 2023, Permittees submitted a request for an amendment to Amended ITP No. 2081-2021-015-06 (Amendment No.1) (See Cal. Code Regs., § 783.6(c)(5)). Permittees requested modifications to language within Condition of Approval 7. Notification, Monitoring, and Reporting Provisions, and Condition of Approval 8. Take Minimization Measures to clarify and differentiate the requirements of certain conditions during construction, operation and maintenance, and decommissioning due to the varied potential for take during the Covered Activities associated with each

Project period. ~~Specifically, the changes will include the following~~The Minor Amendment No. 2 was issued on February 23, 2024 and made the following changes to the Amended ITP:

- (1) The on-site daily compliance monitoring requirements per Condition of Approval 7.6 ~~are~~was reduced during the operation and maintenance period of the Project to be once a month when occurring within desert tortoise exclusionary fencing.
- (2) Condition of Approval 8.6 ~~is~~was amended to clarify the condition is only for construction monitoring and excludes the operation and maintenance period of the Project.
- (3) The Covered Species exclusionary fencing requirements in Condition of Approval 8.14 ~~is~~was amended to allow detached sections of fencing for the Phase 1 surrounding the BESS to bring the Permittee into compliance. The Covered Species exclusion fencing was not attached to the perimeter security fencing as required. Due to the altered design, the requirement of maintaining the detached fence is added.
- (4) Modifications to Condition of Approval 8.15 to specify the frequency of Covered Species fence maintenance inspections during construction, operation and maintenance, and decommissioning- related Covered Activities ~~are~~were added.
- (5) Vehicle inspections per Condition of Approval 8.16 ~~are~~were clarified to be required unless the vehicle is surrounded by intact Covered Species exclusion fencing.
- (6) Staging and parking area requirements per Condition of Approval 8.17 ~~clarify~~were clarified that inspections underneath vehicles must occur if they are not within an area enclosed by Covered Species exclusionary fencing.
- (7) Full time monitoring requirements per Condition of Approval 8.24 ~~is~~were amended to specify an Authorized Biologist can be on-call during operation and maintenance Covered Activities that are within Covered Species exclusion fence, or if outside the exclusion fence, are not ground-disturbing Covered Activities.
- (8) The timeline to complete the permanent protection and funding for perpetual management of compensatory habitat per Condition of Approval 9 ~~is~~was amended from 18 months to 28 months from the start of ground disturbance for each Phase if Security is provided per Condition of Approval 10.
- (9) The total acreage of the Project ~~is~~was corrected in the Project Description and Table 1 from 1,983.7 acres to 1,983.6 acres.
- (10) The acreage of the Project area and Covered Species habitat in the Impacts of the Taking on Covered Species section on Page 9 ~~of this Amended ITP~~ ~~is~~was corrected from 1,984 acres to 1,983.6 acres.
- (11) The acreage of ~~the BESS~~ ~~is~~Phase 2 was corrected in the Project Description from 1,228 acres to 1,228.1 acres.
- (12) The acreage of compensatory habitat was corrected in the Findings Pursuant to CESA Section on Page ~~35 of this Amended ITP~~36.

Amendment No. 3

On October 25th, 2024, Permittees submitted a request for an amendment to 2081-

2021-015-06 (Amendment No. 2) (See Cal. Code Regs., § 783.6(c)(5)). Permittees requested changes to the Project Description regarding Project phasing and associated fencing alignments, as well as reallocation of impact acreage occurring within each Project phase. Permittees also requested modifications within Conditions of Approval 8.14 and 8.18 Take Minimization Measures, and Condition of Approval 9 Habitat Management Land Acquisition to reflect the changes in the acreage associated with each Project Phase and to specify language regarding use of temporary exclusion fencing for the Covered Species, and use of gates in-lieu of guards to exclude the Covered Species at facility entrances. Specifically, the changes will include the following:

- (1) Phase 2 and its impact acreage has been expanded and split into subphases: Phase 2A and Phase 2B. Phase 2A contains the former Phase 2 area, and Phase 2B now contains the Solar Facility previously associated with Phase 3 (see Amended Figure 2). The acreage impacted in Phase 2A is 1,195.1, and the acreage impacted in Phase 2B is 679.0.
- (2) The mega-wattage produced by the Phase 2 Solar Facility has been increased from 150MW to 250MW, while the megawatt-hours stored by the BESS decreased from 1,400MWh to 1,000MWh.
- (3) Phase 3 no longer contains the Solar Facility and has moved to the north of the Project Area, thus reducing its impact acreage to 33.0 for the BESS. Perimeter fencing is added around the BESS.
- (4) Modification to Condition of Approval 8.13 includes adding language to allow use of automatic V-track gates in lieu of desert tortoise guards.
- (5) Modification to Condition of Approval 8.14 includes adding language regarding the use of Covered Species temporary exclusion fencing during construction, as well as the removal of the temporary exclusion fencing when construction is completed.
- (6) Modifications to Condition of Approval 8.18 are made to reflect the cost paid toward the Renewable Energy Action Team (REAT) for raven management per Phase based on the reallocation of impact acreage.
- (7) Table 2 of Condition of Approval 9 Habitat Management Land Acquisition has been amended to reflect the separation of Phase 2 into two subphases (Phase 2A and Phase 2B) and reallocation of compensatory mitigation acreage. The compensation for Phase 2A impacts is identified as 710.9 acres. The compensation for Phase 2B impacts is identified as 2,037.0 acres. The compensation for Phase 3 impacts is identified as 19.6 acres.
- (8) Condition of Approval 10 Performance Security has been modified to adjust the security costs based on the reallocation of impact acreage and required compensatory mitigation. Phase 2 security amount has been adjusted from \$8,546,850.00 to \$32,283,225.00, and Phase 3 has been adjusted from \$23,832,900.00 to \$96,525,000.

* * *

CDFW now reissues this ITP including the revised provisions in this second Minor

Amendment (Collectively, the Amended ITP). The Amended ITP includes all of the operative provisions as of the effective date of this Amended ITP. Attachment 9 to this Amended ITP shows the specific red-line changes made to the ITP as a result of this Minor Amendment.

3. The Effective Date and Expiration Date of this ITP section has been amended as follows:

~~This Amended ITP supersedes and replaces the version issued on November 29, 2023.~~ The original ITP was executed in duplicate original form and became effective when a duplicate original was acknowledged by signature of the Permittee on the last page of the original ITP and returned to CDFW's Habitat Conservation Planning Branch at the address listed in the Notices section of this ITP. The original ITP's effective date was June 21, 2021. This remains the effective date for the original take authorization. The Amended ITP shall be executed ~~in the same manner and shall become effective~~ when signed by ~~all parties and received by~~ CDFW ~~as described in the Notices section of this Amended ITP.~~ Unless renewed by CDFW, this Amended ITP's authorization to take the Covered Species shall expire on **July 1, 2061.**

* * *

4. The Project Description section has been amended as follows:

The Project would be constructed in three phases on a total of 1,983.6 acres (~~Amended~~ Figure 2) (Table 1). The first phase (Phase 1) would cover a total of 76.5 acres. It would consist of a shared access road, gen-tie line, O&M area, and substation located on 47.6 acres and a Battery Energy Storage System (BESS) that would include up to 1,400 megawatt-hours (MWh) of integrated energy storage capacity on located on 28.9 acres. Phase 1A will include responsibility for the shared facilities (access road, gen-tie line, O&M area, and substation) along with its individual BESS location ~~totaling (of 11.9 acres) for a total of~~ 59.5 acres and Phase 1B, also will include responsibility for the shared facilities (access road, gen-tie line, O&M area, and substation) along with its individual BESS location ~~totaling (of 17.0 acres) for a total of~~ 64.6 acres. Phase 2 would be a Solar Facility which would generate up to ~~150~~250 megawatts (MWs) of renewable energy using photovoltaic (PV) technology and ~~an optional~~ a BESS of up to 1,400 MWh ~~000 MWh~~ on 1, ~~228~~874.1 acres. Phase 3 would be a ~~Solar Facility which would generate up to 250 MWs of additional renewable energy using PV technology and an optional BESS of up to 1,400 MWh~~ BESS of up to 1,400 MWh on approximately ~~679~~33.0 acres. Access to the Project and each phase would be provided from I-10 along the existing paved Wiley's Well and Powerline roads to the Colorado River Substation (CRS).

Table 1 - Project Phases

Phases	Permittee	Area (acres)
<u>Phase 1 – up to 1,400 MWh BESS</u>		

Phase 1A and Phase 1B shared facilities	Sonoran West Solar Holdings, LLC & Sonoran West Solar Holdings 2, LLC	47.6
Phase 1A BESS – up to 800MWh BESS	Sonoran West Solar Holdings, LLC	11.9
Phase 1B BESS – up to 600 MWh BESS	Sonoran West Solar Holdings 2, LLC	17.0
Phase 2 – up to 150MW <u>250MW</u> PV and 1,400MWh <u>000MWh</u> BESS	RE Cobalt, LLC	1,228.1
<u>Phase 2A</u>	<u>RE Cobalt, LLC</u>	<u>1,195.1</u>
<u>Phase 2B</u>	<u>RE Cobalt, LLC</u>	<u>679.0</u>
Phase 3 – up to 250MW PV and 1,400MWh BESS	RE Cobalt, LLC	679 <u>33.0</u>
Total		1,983.6

Battery Energy Storage System (BESS)

Phase 1A and 1B would consist of the BESS, fenced Substation, Switchyard, and O&M area, and the generation tie (Gen-tie) and Gen-tie corridor. ~~The BESS would be capable of storing up to 1,400 MWh of electricity. The Phases 2 and 3 would each include a BESS, fenced on-site Substation, Switchyard, and O&M area. Each~~ BESS would consist of battery banks housed in enclosures and buried electrical conduit. The Project could use any commercially available battery technology, including but not limited to, lithium ion, lead acid, sodium sulfur, or sodium or nickel hydride. ~~The Each~~ BESS would be located at the northern end of the site near the site access gate and proposed substations.

Substation and Gen-Tie Line

Up to four substations would collect consolidated intermediate voltage cables from the PV and BESS collector systems and transform the collection voltage from 34.5 kV to a transmission voltage of 230 kV. Each substation and associated equipment would have a footprint of approximately 150 feet by 200 feet and would be located within the fenced Project Area, near the CRS. The proposed gen-tie connecting to CRS would be up to 4,200 feet long and would be constructed with either monopoles, lattice steel structures, or wooden H-frame poles, for a total of up to 7 support structures. The up to 200-foot-wide corridor would comprise up to 23 acres including pull sites. For the overhead gen-tie line, structure foundations would be excavated to a depth of 20 feet or more and include concrete supports. Gen-tie structures would be up to 150 feet tall. The gen-tie line would consist of a three-phase 230 kV conductor, a ground wire, and a buried telecommunications fiber optic cable. ~~An The~~ operation and maintenance (O&M) building (s) would be located near ~~one of~~ the proposed substations.

* * *

Operation and Maintenance

~~An operation and maintenance (The O&M) building(s) would be located near one of the proposed substations and would be shared by Phases 1A and 1B.~~ The O&M building(s) would be approximately 2,000 square feet in size (approximately 40 feet by 50 feet, and 15 feet high at its tallest point), which would accommodate operation and maintenance staff. Two equipment storage containers each measuring 40 feet by 8 feet, and 9 feet high also would be located at ~~the~~each substation area. The O&M building(s) would be constructed on a concrete foundation.

* * *

5. The Covered Species Subject to Take Authorization Provided by this ITP section has been amended as follows:

This ITP covers the following species:

Name	CESA Status
1. Agassiz’s Desert Tortoise (<i>Gopherus agassizii</i>)	Threatened ^{1a} Candidate Endangered ^{4b}

This species and only ~~these~~this species ~~are~~is the “Covered Species” for the purposes of this ITP.

6. The Condition of Approval section has been amended as follows:

* * *

3. LSA Agreement Compliance: Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration ~~Agreement~~Agreements (LSAA) (Notification ~~No.~~Nos. EPIMS-RIV-17451-R6 and EPIMS-RIV-42640-R6) for the Project executed by CDFW pursuant to Fish and Game Code §1600 et seq.

* * *

~~6.21 Delineation of Project Site. Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Site with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.~~

* * *

- 7.5. Notifying Procedures. The Permittee or the Designated Representative shall provide all required notifications in this ITP by sending an email to the CDFW Regional Representative ~~Ashley Rosales~~ Marlee Poff (~~Ashley.Rosales@wildlife.ca.gov~~) Marlee.Poff@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 addressing, any necessary photos or attachments, and the name and phone numbers of the Biological Monitor(s) and/or Authorized Biologist(s) (if applicable).

* * *

- 8.13. Covered Species Guards- and Gates. Guard or gate locations and design for the purpose of excluding Covered Species shall be provided to CDFW and shall be approved by CDFW in writing prior to starting Covered Activities. The design of Covered Species guards shall include exit ramps and cleanout. The design of gates in lieu of guards shall ensure full exclusion of Covered Species. Gates shall be automatic and programmed to open and close for each vehicle ingress and egress. The gate shall never be left open by workers, which would allow Covered Species to enter the site. Should non-compliance of this measure occur and gates be left open by workers, all work within the facility shall immediately cease and a clearance survey shall be performed by the Authorized Biologist following the methodology described in Condition of Approval 8.5. Gate design shall follow USFWS guidance, which specifies a V-track gate with exclusion fencing attached to decrease the clearance between the bottom of the gate and ground to less than one inch. Guards or gates shall be installed along the Existing Right-of-Way fence ~~where~~ Bureau of Land Management (BLM) designated roads enter the Right-of-Way. Gates shall be regularly maintained to ensure proper function (e.g. track shall be checked regularly for sand or any other substance that may hinder its ability to close properly). Guard locations and design shall be provided to CDFW and shall be approved by CDFW in writing prior to starting Covered Activities.
- 8.14. Permanent Security Fencing with Attached Desert Tortoise Fencing. The permanent desert tortoise exclusion fencing shall be attached to the 8-foot-high standard chain link security fencing associated with Phase 2 and 3 of the Project. This fencing shall be installed around the array fields, BESSs, operation and maintenance facilities, warehouses, switchyard, and interconnection facilities. ~~The~~
- For Phase 1, the permanent desert tortoise exclusion fencing shall be detached from the north side of the 8-foot-high standard chain link security fencing of the

substation and BESS facility. The permanent desert tortoise exclusionary fencing shall be installed on the north side of the access road with permanent desert tortoise guards within the access road where there is a gap for vehicle passage (Figure 3). The desert tortoise exclusionary fencing shall be attached to the 8-foot-high standard chain link security fencing on the east, south, and west sides of the substation and BESS facility.

The Permittee shall construct the desert tortoise fence according to Chapter 8 of the USFWS Field Manual, but if any tortoises ≤ 100 mm MCL are translocated within 500 meters of the Project site, tortoise fencing shall be 16 gauge or heavier galvanized after welded wire with mesh opening of 1/2 inch horizontal by 1/2 inch vertical. Temporary desert tortoise exclusion fencing may be installed within the authorized Project area during construction (e.g., along access roads). Use of temporary desert tortoise exclusionary fencing shall require notification to CDFW via e-mail prior to installation. The notification shall include a map of where the fencing shall be installed and method for installation for CDFW review and approval. All temporary desert tortoise exclusion fencing shall be removed following construction.

* * *

8.18. Raven Management. The Permittee shall prepare a Raven Management Plan to minimize the potential to attract common ravens to the site and submit it to CDFW for review and approval. In addition, the Permittee shall provide funds to the Renewable Energy Action Team (REAT) account established with the National Fish and Wildlife Foundation (NFWF) to contribute to a region-wide raven control plan to help address raven predation on the tortoise. This contribution shall be used to address raven predation on a regional basis and shall be calculated as a one-time payment of \$105 per acre of project disturbance. Based on this calculation the Permittee shall provide a one-time payment for each phase at \$105.00/acre (Phase 1 76.5 acres at \$8,032.50 (Phase 1A, \$3,748.50 and Phase 1B \$4,284.00), Phase 2 1, ~~228,0874.1~~ acres at ~~\$128,940.00~~ 196,780.50, and Phase 3 ~~67933.0~~ acres at ~~\$71,2953,465.00~~) to the REAT account established with NFWF's Raven Management Plan fund. A minimum of **30 days** prior to the start of Covered Activities for each phase these funds shall be provided to NFWF using appropriate deposit document (Attachment 4) and proof of paying this fee shall be provided to CDFW within 24 hours after the funds have been provided to NFWF.

* * *

Table 2 – Compensation Acreage by Phase

Phase	Compensation (acres)
Phase 1A	0.0
Phase 1B	0.0

Phase 22A	730.5722.25
Phase 32B	2,037.0
Phase 3	<u>8.25</u>
Total	2,767.5

* * *

- 10.1. Security Amount. The total Security shall be in the amount of **\$32,382,750.00**. This amount is based on the cost estimates identified in Condition of Approval 9.1 above. The Permittee shall provide security in Phases prior to ground disturbance occurring for that phase based on the acreage in Table 1. Phase 1A will be in the amount of **\$1,500.00**, Phase 1B will be in the amount of **\$1,500.00**, Phase 2 will be in the amount of **~~\$8,546,850~~32,283,225.00** and Phase 3 will be in the amount of **~~\$23,832,900~~496,525.00**.

* * *

7. The Notices section has been amended as follows:

~~The Permittee shall sign and return this ITP to CDFW. Digital signatures facilitated by CDFW will be automatically returned and shall comply with Government Code section 16.5. Wet signatures on duplicate original paper copies shall be returned by the Permittee via registered first class mail or overnight delivery to the following address:-~~

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

* * *

Original cover with attachment(s) to:

Heidi Calvert, Regional Manager
California Department of Fish and Wildlife
3602 Inland Empire Boulevard, Suite C-220
Ontario, CA 91764
Telephone (909) 484-0167
Fax (909) 941-7364
R6CESA@wildlife.ca.gov

and a copy to:

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

and a copy to:

~~_____~~ Ashley.Rosales@wildlife.ca.gov
 _____ Marlee.Poff@wildlife.ca.gov

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

~~Ashley Rosales~~
~~Marlee Poff~~
 3602 Inland Empire Boulevard, Suite C-220
 Ontario, CA 91764
 Telephone ~~(760) 219-9452909~~ 544-2531
Marlee.Poff@wildlife.ca.gov

8. Attachments section has been amended as follows:

FIGURE 1	Map of Project
FIGURE 2	Amended Map of Phases
FIGURE 3	Substation & BESS Facility Detail
ATTACHMENT 1	Amended Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Qualifications Form
ATTACHMENT 3	GIS Data Collection Requirements
ATTACHMENT 4	Raven Management Renewable Deposit Document
ATTACHMENT 5	Exclusion Fence
ATTACHMENT 6a	Proposed Lands for Acquisition Form
ATTACHMENT 6b	HMLA Lands Checklist
ATTACHMENT 7	Irrevocable Letter of Credit
ATTACHMENT 8	Mitigation Payment Transmittal Form
ATTACHMENT 8 <u>9</u>	Minor Amendment No. 2 with Track Changes
<u>ATTACHMENT 9</u>	<u>Minor Amendment No. 3 with Track Changes</u>

9. The Issuance section has been amended as follows:

* * *

SONORAN WEST SOLAR HOLDINGS, LLC ACKNOWLEDGMENT

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

By: _____ Date:

Printed Name: _____ Title:

SONORAN WEST SOLAR HOLDINGS 2, LLC ACKNOWLEDGMENT

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

By: _____ Date:

Printed Name: _____ Title:

RE COBALT, LLC ACKNOWLEDGMENT

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

By: _____ Date:

Printed Name: _____ Title:

Attachment 10

Major Amendment No. 4 with Track Changes for Amended Incidental Take Permit No. 2081-2021-015-06 Crimson Solar Project

1. The Amendment ITP Background section has been amended as follows:

* * *

Amendment No. 3

On October 25th, 2024, Permittees submitted a request for an amendment to 2081-2021-015-06 (Amendment No. 2) (See Cal. Code Regs., § 783.6(c)(~~54~~)). Permittees requested changes to the Project Description regarding Project phasing and associated fencing alignments, as well as reallocation of impact acreage occurring within each Project phase. Permittees also requested modifications within Conditions of Approval 8.14 and 8.18 Take Minimization Measures, and Condition of Approval 9 Habitat Management Land Acquisition to reflect the changes in the acreage associated with each Project Phase and to specify language regarding use of temporary exclusion fencing for the Covered Species, and use of gates in-lieu of guards to exclude the Covered Species at facility entrances. The Minor Amendment No. 3 was issued on February 14, 2025, and made the following changes to the Amended ITP: Specifically, the changes will include the following:

1. Phase 2 and its impact acreage ~~werehas been~~ expanded and split into subphases: Phase 2A and Phase 2B. Phase 2A contains the former Phase 2 area, and Phase 2B ~~now~~ contains the Solar Facility previously associated with Phase 3 (see Amended Figure 2). The acreage impacted in Phase 2A is 1,195.1, and the acreage impacted in Phase 2B is 679.0.
2. The mega-wattage produced by the Phase 2 Solar Facility ~~has beenwas~~ increased from 150MW to 250MW, while the megawatt-hours stored by the BESS decreased from 1,400MWh to 1,000MWh.
3. Phase 3 no longer contains the Solar Facility and ~~has was~~ moved to the north of the Project Area, thus reducing its impact acreage to 33.0 for the BESS. Perimeter fencing ~~is was~~ added around the BESS.
4. Modification to Condition of Approval 8.13 included~~s~~ adding language to allow use of automatic V-track gates in lieu of desert tortoise guards.
5. Modification to Condition of Approval 8.14 include~~d~~s adding language regarding the use of Covered Species temporary exclusion fencing during construction, as well as the removal of the temporary exclusion fencing when construction is completed.
6. Modifications to Condition of Approval 8.18 ~~wereare~~ made to reflect the cost paid toward the Renewable Energy Action Team (REAT) for raven management per Phase based on the reallocation of impact acreage.
7. Table 2 of Condition of Approval 9 Habitat Management Land Acquisition ~~has beenwas~~ amended to reflect the separation of Phase 2 into two subphases (Phase 2A and Phase 2B) and reallocation of compensatory mitigation acreage. The compensation for Phase 2A impacts ~~wasis~~ identified as 710.9 acres. The compensation for Phase 2B impacts ~~wasis~~ identified as 2,037.0 acres. The

- compensation for Phase 3 impacts ~~wasis~~ identified as 19.6 acres.
8. Condition of Approval 10 Performance Security ~~has been~~was modified to adjust the security costs based on the reallocation of impact acreage and required compensatory mitigation. Phase 2 security amount has been adjusted from \$8,546,850.00 to \$32,283,225.00, and Phase 3 has been adjusted from \$23,832,900.00 to \$96,525.00.

Amendment No. 4

On October 25, 2024, western burrowing owl (*Athene cunicularia hypugaea*) (BUOW) became a candidate species under the California Endangered Species Act (CESA). On August 8, 2025, Permittees submitted a request for an amendment to 2081-2021-015-06 (Amendment No. 3) (See Cal. Code Regs., § 783.6(c)(5)) and paid the appropriate fees. The amendment includes BUOW as a Covered Species, and associated avoidance, minimization, and mitigation measures. CDFW amends the following information:

1. The CESA Status of Agassiz's desert tortoise has been uplisted from Threatened to Endangered, and reference updated to Cal. Code Regs. tit 14 § 670.5(a)(4)(E).
2. Clarifying language was added to multiple Condition of Approvals to differentiate how the Permittee will comply with the measure for each Covered Species.
3. Table 2 of Condition of Approval 9 Habitat Management Land Acquisition has been amended to reflect the required Compensatory Acreage for the addition of BUOW. The resulting changes will add the following BUOW compensation habitat acreage by phase: Phase 2A at 2,036.02 acres, Phase 2B at 852.4 acres, and Phase 3 at 49.5 acres, with a cumulative Project requirement of 2,937.92 acres of compensatory habitat.
4. Condition of Approval 10 Performance Security has been modified to adjust the security costs based on the addition of BUOW compensatory habitat. The total amount of security due has been adjusted from \$32,382,750.00 to \$34,376,664.00.

CDFW finds that this Amendment is a ~~Minor~~Major Amendment, as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(~~4~~5).

Issuance of this Amendment will ~~not~~ increase the ~~amount~~number of ~~take of the~~ Covered Species subject to take authorization compared to the Project as originally approved, ~~nor will however, by implementing additional western burrowing owl-specific take minimization measures, it is not expected that~~ this Amendment will increase ~~other~~

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(Amendment No. 4)
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Project impacts on ~~the~~ Covered Species (i.e., “impacts of taking” as used in Fish and Game Code Section 2081, subd. (b)(2)).

Issuance of this Amendment does not affect CDFW’s previous determination that issuance of the ITP meets and is otherwise consistent with the permitting criteria set forth in Fish and Game Code section 2081, subdivisions (b) and (c).

CDFW now reissues this ITP including the revised provisions in this ~~second~~ ~~Minor~~~~Major~~ Amendment (Collectively, the Amended ITP). The Amended ITP includes all of the operative provisions as of the effective date of this Amended ITP. Attachment 10 to this Amended ITP shows the specific red-line changes made to the ITP as a result of this ~~Minor~~~~Major~~ Amendment.

2. The Covered Species Subject to Take Authorization Provided by this ITP section has been amended as follows:

Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

Name	CESA Status
1. Agassiz’s Desert Tortoise (<i>Gopherus agassizii</i>)	Threatened ^{4a} Endangered ⁴ Candidate Endangered ^{4b}
<u>2. Western burrowing owl (<i>Athene cunicularia hypugaea</i>) Candidate</u> ²	

~~These~~is species and only ~~this~~~~these~~ species ~~is~~~~are~~ the “Covered Species” for the purposes of this ITP.

3. Condition of Approval 6 General Provisions has been amended as follows:

* * *

^{4a}See Cal. Code Regs. tit. 14 § 670.5, subd. (ab)(4)(EA).

^{4b}~~See 2020 Cal. Reg. Notice Register, No. 44-Z, pp. 1445-1446 (October 30, 2020).~~

² The species’ status may change following the decision of the Fish and Game Commission to designate the species as threatened or endangered but if there is such a designation, the species will remain a Covered Species. See 2024 Cal. Reg. Notice Register, No. 43-Z, p, 1400 (October 25, 2024).

- 6.3. Authorized Biologist. Permittee shall designate Authorized Biologist(s) (Authorized Biologist(s)) knowledgeable in the biology and natural history of the Covered Species. The Authorized Biologist(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate and avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Additionally, the Authorized Biologist(s) shall have experience with all activities that will be carried out for the Project including, but not limited to, excluding, blocking, and/or excavating burrows, handling and temporarily holding the Covered Species, relocating/translocating the Covered Species, reconstructing Covered Species burrows, unearthing and relocating Covered Species eggs, locating, identifying, and recording all forms of Covered Species signs, collecting Covered Species blood samples, conducting Covered Species health assessments, conducting Covered Species protocol level surveys, and/or attaching and removing transmitters to and from the Covered Species.
- 6.4. Biologists and Veterinarians Approvals. Permittee shall obtain CDFW approval of the Authorized Biologist(s), Biological Monitor(s), and if needed-veterinarian(s), in writing before starting Covered Activities, and shall also obtain advance written approval if any of these entities are changed. For approval, the Designated Representative shall submit Attachment 2 of this ITP and an Excel spreadsheet listing in alphabetical order the names of the proposed Authorized Biologist(s), Biological Monitor(s), and veterinarian(s) to CDFW a minimum of 30 calendar days before starting Covered Activities or before any changes are made to these personnel. For each proposed Authorized Biologist(s) and Biological Monitor(s), the Excel spreadsheet shall include the activities outlined in this ITP and associated Desert Tortoise Translocation Plan (DTTP) and BUOW Mortality Reduction Plan that the Permittee is requesting approval for that individual to carry out.

* * *

- 6.15 Vehicular Traffic Restrictions. Permittee shall restrict Project-related vehicle traffic to established roads and the delineated Project Area; cross-country (off-road) vehicle travel shall be prohibited unless specifically accounted for as a Covered Activity. Project-related vehicle traffic shall not exceed 25 miles per hour, except in Covered Species habitat where vehicle speed shall not exceed 15 miles per hour. If a Covered Species is encountered, drivers shall stop, wait for the Covered Species to move off the road, and immediately notify the Biological Monitor(s) and/or Authorized Biologist of the Covered Species location. If handling of a Covered Species is required (desert tortoise only), the Biological Monitor(s) shall halt Project-

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ATTACHMENT 10

related activities and immediately notify the Authorized Biologist(s). Project activities may not resume until the Covered Species has moved, on its own accord, out of harm's way, or until the Authorized Biologist(s) has relocated the Covered Species.

4. Condition of Approval 7 Notification, Monitoring, and Reporting Provisions has been amended as follows:

* * *

7.6. Compliance Monitoring. The Biological Monitor(s) and/or Authorized Biologist(s) shall be on-site daily when construction and decommissioning-related Covered Activities occur. The Biological Monitor(s) and/or Authorized Biologist(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. The Designated Representative, Biological Monitor(s), and/or Authorized Biologist(s) shall each 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. The Authorized Biologist(s) and/or Biological Monitor shall conduct compliance inspections a minimum of three times a day (once during the onset of the day's work, once mid-day, and once at the conclusion of that day's work). When all construction-related Covered Activities have been completed and the Project enters the operation and maintenance period, an Authorized Biologist(s) shall be on-site daily to monitor any ground-disturbing operation and maintenance-related Covered Activities being performed outside of the exclusionary fencing OR within 500 feet of any occupied BUOW burrow, and to conduct monthly compliance inspections within the exclusionary fencing for the term of this ITP and/or until Project decommissioning commences.

* * *

5. Condition of Approval 8 Take Minimization Measures has been amended as follows:

* * *

8.5. Pre-Construction Clearance Surveys- (Desert Tortoise). No later than **30 days** prior to start of Covered Activities for each phase of the Project, the Authorized Biologist(s)

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and/or Biological Monitor(s) approved under this ITP shall conduct pre-construction clearance surveys for Covered Species for the applicable phase(s), using the methods described in the most recent United States Fish and Wildlife Service (USFWS) Desert Tortoise (Mojave Population) Field Manual (hereinafter referred to as USFWS Field Manual). In addition to the guidance provided in the USFWS Field Manual, CDFW provides the following requirement(s):

* * *

- 8.7. 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 Authorized Biologist(s). Covered Activities shall not resume until the Authorized Biologist(s) and/or Biological Monitor(s) has verified the Covered Species has left the Project Area OR an Authorized Biologist(s) approved under Condition of Approval 6 of this ITP relocates the Covered Species as described in this ITP and Desert Tortoise Translocation Plan, the DTTP or avoids and buffers, or excludes and excavates the burrow per Conditions of Approval 8.26.5 and 8.26.6 in this ITP and the BUOW Mortality Reduction Plan. The Designated Representative shall immediately notify CDFW of any Covered Species observations, except for Covered Species that are transmittered, within the Project Area. Notification shall occur as described in Condition of Approval 7.5 within 24 hours. Notification and the written report shall include the date, location, and circumstances of the observation, the name of the Authorized Biologist(s) that relocated the desert tortoise individual, pictures, map and shapefiles with the location (including GPS coordinates) where the individual was moved as specified in the DTTP. Notification and the written report for BUOW shall include but not be limited to the requirements of Condition of Approval 8.26.3.
- 8.8. Excavating Burrows. Only Authorized Biologist(s) and Biological Monitor(s) approved by CDFW under Condition of Approval 6.4 of this ITP are authorized to conduct burrow excavation. Excavation of burrows shall follow the methods described the USFWS Field Manual for desert tortoise burrows and Condition of Approval 8.26.6 for BUOW burrows.
- 8.9. Covered Species Translocation- (Desert Tortoise). Regardless of the number of Covered Species estimated to be translocated the Permittee shall prepare a Desert Tortoise Translocation Plan (DTTP) 60 Calendar days prior to start of Covered Activities and submit it according to condition of approval 7.5 of this ITP. Covered Activities are not authorized to start until the DTTP is approved in writing by CDFW.

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The DTTP shall follow the most current guidelines provided by USFWS and CDFW regarding Covered Species translocation. Where guidance differs between USFWS and CDFW, verbal and/or written direction provided by CDFW always controls.

* * *

8.10. Ambient Air Temperature- (Desert Tortoise). During all handling procedures, Covered Species shall be treated in a manner to ensure that they do not overheat or exhibit signs of overheating (e.g., gaping, foaming at the mouth, etc.), or are placed in a situation where they cannot maintain surface and core temperatures necessary to their well-being. Covered Species shall be kept shaded at all times until it is safe to release them. For the purposes of this permit, ambient air temperature shall be measured in the shade, protected from wind, at a height of 5 centimeters above the ground surface. For all Covered Activities no Covered Species shall be captured, moved, transported, released, or purposefully caused to leave its burrow for whatever reason when the ambient air temperature is above 95° Fahrenheit (F) (35° Celsius (C)). No Covered Species shall be captured if the ambient air temperature is anticipated to exceed 95° F (35° C) before handling or processing can be completed. If the ambient air temperature exceeds 95° F (35° C) during handling or processing, Covered Species shall be kept shaded in an environment that does not exceed 95° F (35° C), and not released until ambient air temperature declines to below 95°F (35° C). Covered Species moved during the less active season (June 1 to August 31 and November 1 to March 31) shall be monitored by the Authorized Biologist(s) for at least two days after placement in the new burrows to ensure their safety. During relocation, the Authorized Biologist(s) may hold a captured Covered Species overnight and move them the following morning within these temperature constraints.

* * *

8.11. Covered Species Rehydration- (Desert Tortoise). If a Covered Species voids its bladder as a result of being handled, the Authorized Biologist(s) shall rehydrate the animal(s). The Authorized Biologist(s) shall rehydrate the Covered Species at the location where the animal(s) was or were captured, or the location where the animal(s) is or will be released. The Authorized Biologist(s) shall rehydrate the Covered Species by placing it in a tub with a clean plastic disposable liner. The Authorized Biologist(s) shall add water to the lined tub while ensuring that the water level is not higher than the lower jaw of the Covered Species. The Authorized Biologist(s) shall rehydrate each Covered Species individually for a minimum of 10 to 20 minutes. The Authorized Biologist(s) shall place the lined tub in a quiet protected

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area during rehydration. Authorized Biologist(s) who have appropriate training and approval to rehydrate Covered Species via epicoelomic injection may do so following the methods in the USFWS Field Manual or more recent guidelines.

- 8.12. Covered Species Handling Records- (Desert Tortoise). The Authorized Biologist(s) and/or Biological Monitor(s) shall maintain a record of all Covered Species handled. This information shall include: (a) the locations (narrative and maps) and dates of observation, including whether the individual(s) was found above ground or in a burrow; (b) ambient temperature when handled and released; (c) general condition and health of the individual(s), including injuries, state of healing, and whether the individual(s) voided its bladders; (d) identified diagnostic markings (i.e., identification numbers or marked marginal scutes); (e) location moved from and location moved to (using GPS technology), including information on any burrow (natural or artificial) utilized; (f) whether any eggs were discovered and relocated; (g) digital photographs of any Covered Species and eggs handled; and (h) results of ongoing monitoring. The Designated Representative(s) shall provide CDFW with the information listed above submitted in the quarterly reports.
- 8.13. Covered Species Guards and Gates- (Desert Tortoise). Guard or gate locations and design for the purpose of excluding Covered Species shall be provided to CDFW and shall be approved by CDFW in writing prior to starting Covered Activities. The design of Covered Species guards shall include exit ramps and cleanout. The design of gates in lieu of guards shall ensure full exclusion of Covered Species. Gates shall be automatic and programmed to open and close for each vehicle ingress and egress. The gate shall never be left open by workers, which would allow Covered Species to enter the site. Should non-compliance of this measure occur and gates be left open by workers, all work within the facility shall immediately cease and a clearance survey shall be performed by the Authorized Biologist following the methodology described in Condition of Approval 8.5. Gate design shall follow USFWS guidance, which specifies a V-track gate with exclusion fencing attached to decrease the clearance between the bottom of the gate and ground to less than one inch. Guards or gates shall be installed along the Existing Right-of-Way fence where Bureau of Land Management (BLM) designated roads enter the Right-of-Way. Gates shall be regularly maintained to ensure proper function (e.g. track shall be checked regularly for sand or any other substance that may hinder its ability to close properly). Guard locations and design shall be provided to CDFW and shall be approved by CDFW in writing prior to starting Covered Activities.

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- 8.15. Covered Species Fence Maintenance Inspection- (Desert Tortoise). The Biological Monitor(s) and/or Authorized Biologist(s) shall inspect the Covered Species fencing during construction and decommissioning-related Covered Activities, at the end of each workday, and within 24 hours of major rainfall and high wind events to ensure Covered Species is prohibited from entering the relevant phase of the Project Area. Fence inspections shall be performed a minimum of twice per day in areas where known home ranges overlap the fence alignment following installation and until the end of the subsequent Covered Species active season. Once all Project phases are in operation and maintenance, the permanent desert tortoise exclusion fencing shall be inspected by the Biological Monitor(s) and/or Authorized Biologist(s) at least once monthly and within 24 hours of major rainfall and high wind events. Permittee shall inspect and maintain the detached exclusionary fence and permanent desert tortoise guards for Phase 1 daily. If the fence is compromised, repairs shall be completed immediately, and clearance protocol level surveys shall be conducted as described in Condition of Approval 8.5. Should a Covered Species become entrapped in the desert tortoise guard, an Authorized Biologist shall be immediately notified.
- 8.16. Vehicle Inspection. Workers shall inspect for Covered Species under vehicles and equipment before the vehicles and equipment are moved ~~unless surrounded by intact Covered Species exclusionary fencing~~. If a Covered Species is present, the worker shall contact the Biological Monitor(s) or Authorized Biologists(s) and wait for the Covered Species to move unimpeded to a safe location or the Authorized Biologist(s) shall relocate ~~the Covered Species~~desert tortoise as described in Condition of Approval 8.9 before moving vehicles and equipment. For BUOW, the Authorized Biologist shall determine if avoidance or exclusion per Conditions of Approval 8.26.5 and 8.26.6 in this ITP and the BUOW Mortality Reduction Plan is necessary.
- 8.17. Staging Area and Parking Area. During construction and decommissioning-related Covered Activities, the Permittee shall enclose all staging areas and parking areas with Covered Species exclusion fencing. All parked vehicles and equipment within an unfenced area of the Project (e.g. gen-tie line) during the operation and maintenance period shall be inspected underneath for Covered Species presence prior to being moved per Condition of Approval 8.16. If a Covered Species is found within a staging or parking area the worker shall immediately contact a Biological Monitor(s) and/or Authorized Biologist(s) approved in Condition of Approval 6.4 of this ITP. ~~A biologist~~An Authorized Biologist approved in Condition of Approval 6.4 of this ITP shall relocate ~~the Covered Species~~desert tortoise in accordance with Condition of Approval 8.9 of this ITP and the DTTP. For BUOW, the Authorized Biologist shall

determine if avoidance or exclusion per Conditions of Approval 8.26.5 and 8.26.6 in this ITP and the BUOW Mortality Reduction Plan is necessary.

* * *

8.24. Full time monitoring. An Authorized Biologist(s) shall be present on-site during all construction and decommissioning-related Covered Activities. An Authorized Biologist(s) and/or Biological Monitor(s) shall be present at all times while ground-disturbing Covered Activities occur outside a permanent fenced area. or within 500 feet of an occupied BUOW burrow. During the operation and maintenance period of the Project, an Authorized Biologist shall be on-call to address any compliance related issues.

* * *

8.26 Burrowing Owl-Specific Take Minimization Measures

8.26.1 Burrowing Owl Mortality Reduction Plan. Permittee shall submit a BUOW Mortality Reduction Plan prepared by an approved BUOW Authorized Biologist to CDFW at least 30 days prior to beginning Covered Activities. Burrow exclusion, burrow excavation, artificial burrow construction, and other relocation activities shall not proceed until this plan has been approved in writing by CDFW. The BUOW Mortality Reduction Plan shall include, but not be limited to: detailed description of survey methodology; detailed burrow exclusion and excavation methods; methods for monitoring BUOW post-exclusion; proposed avoidance buffers based on project activity and disturbance level; proposed Covered Activities that may occur within a reduced buffer request; identification of a wildlife rehabilitation center or veterinary facility capable of and willing to treat injured BUOW or care for at-risk BUOW, BUOW eggs, and/or BUOW chicks; and procedure for collection and storage of BUOW carcasses. The plan should also include a section describing burrow replacement according to Condition of Approval 8.26.2. Only CDFW-approved BUOW Authorized Biologists or personnel following directions from and under the supervision of the Authorized Biologist, shall handle and transport injured BUOW for treatment or impacted BUOW eggs for salvage. All other BUOW handling is prohibited.

Once the BUOW Mortality Reduction Plan is approved in writing by CDFW, it shall be used for the duration of this ITP unless updated to reflect best available science in which case CDFW will contact the Permittee to discuss needed updates. Any Permittee proposed changes to the BUOW Mortality Plan shall be submitted, in

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writing, to CDFW and approved in writing prior to the implementation of any proposed modifications.

8.26.2 Burrowing Owl Burrow Replacement. Permittee shall replace each known BUOW burrow (as defined in Condition of Approval 8.26.5) that cannot be avoided within the Project Area with an artificial burrow to compensate for the loss of important shelter used by BUOW for protection, reproduction, and escape from predators. The BUOW Burrow Replacement section within the BUOW Mortality Reduction Plan shall include, but not be limited to: a discussion and map of potential artificial burrow replacement locations; description of the replacement burrow design and dimensions (e.g., depth and width of burrow, width of burrow entrance, orientation of burrow entrance, number and placement of entrances to natal burrows); artificial burrow installation methods; and long-term artificial burrow protection and maintenance methods; and timing of artificial burrow installation/construction.

8.26.3 Burrowing Owl Pre-Construction Surveys and Reporting. The BUOW Authorized Biologist(s) shall conduct surveys to identify, flag, and map all potential, known, and/or nesting burrows (as defined in Condition of Approval 8.26.4) within 30 calendar days prior to beginning Covered Activities in each work area or phase within the Project Area. Surveys shall include the work area or phase and 500 feet beyond the limits of the work area or phase, unless otherwise approved in advance and in writing by CDFW. If the BUOW Authorized Biologist identifies any potential, known, or nesting BUOW burrows, the burrow(s) shall be monitored following the Conditions of Approval 8.26.6 and 8.26.7 unless avoided per Condition of Approval 8.26.5. Permittee shall provide the preconstruction survey results with a Burrow Map of that work area or phase (see Condition of Approval 8.26.4) in a written report to CDFW's Regional Representative at least five calendar days prior to the beginning of Covered Activities in that work area or phase. 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 previously surveyed, Permittee shall contact the CDFW Regional Representative by email and may be required to conduct additional BUOW burrow surveys and Burrow Map before work may be reinitiated in that part of the Project Area.

8.26.4 Burrow Map. The BUOW Authorized Biologist shall provide a KMZ map to CDFW of all BUOW burrows found during the surveys performed per Condition of Approval 8.25.3. The map shall show details and locations of all BUOW sightings and potential, known, and nesting BUOW burrows as defined in Condition of Approval 8.26.5. The map shall include an outline of the Project Area and a title,

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north arrow, scale bar, and legend.

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

- If a known BUOW burrow (a burrow that shows evidence of current or past use within the last 3 years or is known based on Project observations to have been used in the past) or an “atypical” burrow (e.g., a pipe, culvert, buckled concrete, etc.) showing signs of occupancy (e.g., BUOW presence, whitewash, pellets, prey remains, etc.) is discovered, Permittee shall establish a minimum no-distance buffer. A no-disturbance buffer as described in the Mortality Reduction Plan be established around known BUOW burrows.
- If a BUOW burrow used for nesting (e.g., known BUOW burrow with indications of the presence of eggs, chicks, dependent young, and/or brooding or egg incubation) is discovered within or immediately adjacent to the Project Area, the Permittee shall follow procedures outlined in the Mortality Reduction Plan.
- If BUOW burrows cannot be avoided as described above, then the Permittee shall follow ITP Condition of Approval 8.26.1, 8.26.6, and 8.26.7 as appropriate. If BUOW are visibly stressed by the Covered Activities or workers in the vicinity after these no-disturbance buffers are established, all work in the vicinity shall immediately cease and increased no-disturbance buffers shall be determined by the BUOW Authorized Biologist(s) based on their behavioral observations of the affected BUOW. The Authorized Biologist(s) shall report to CDFW any buffers that were increased due to behavioral observations for evaluations and determination of buffer effectiveness.

8.26.6 Burrowing Owl Burrow Exclusion and Excavation. The BUOW Authorized Biologist(s), or Biological Monitor(s) under direct supervision of the Authorized Biologist, shall exclude then excavate known or potential burrows that exhibit signs of current or past BUOW use or characteristics suggestive of BUOW burrow (including burrows in natural substrate and in/under man-made structures) that cannot be avoided per the Condition of Approval 8.26.5 and that are within the footprint of ground-disturbing activities. Exclusion shall occur outside the breeding season unless otherwise approved by CDFW in advance in writing. Burrows to be destroyed shall be fully excavated, filled with dirt, and compacted to ensure that BUOW cannot reenter or use the burrow during the period that Covered Activities

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occur in the Project Area. An established BUOW burrow no-disturbance buffer may be removed once the burrow is collapsed and the BUOW(s) is/are no longer using the burrow.

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

8.26.7 Burrowing Owl Burrow Blockage. If an unoccupied BUOW burrow can be avoided by construction and does not need to be collapsed, but is within a distance of construction to cause significant stress to the BUOW, the Permittee shall block rather than destroy the burrow. The blocked burrow will be unblocked and made available for use after construction is complete. Burrows (including burrows in natural substrate and in/under man-made structures) be blocked only immediately after the BUOW Authorized Biologist(s) has conducted four consecutive 24-hour periods of monitoring with infrared camera and determined that BUOW is not currently present. Burrow blockage should be done in a manner that prevents burrowing animals from digging back into the burrow. All blocked burrows shall be monitored by the BUOW Authorized Biologist(s) or Biological Monitor(s) at least once a week to ensure that the exclusion material is still intact. If BUOW gains access to the burrow, the Permittee shall contact CDFW immediately and obtain written guidance regarding how to proceed. All blocked burrows shall be unblocked within 48 hours of completion of construction Covered Activities within the

prescribed buffer distance.

8.26.8 Burrowing Owl Injury. If a BUOW is injured or found dead within the vicinity of the Project Area, the Permittee shall notify CDFW of the injury or mortality of the BUOW immediately by email as described in Condition of Approval 7.3. The BUOW Authorized Biologist(s) shall follow the BUOW Mortality Reduction Plan to either immediately transport injured individuals to a CDFW-approved wildlife rehabilitation center or veterinary facility or follow approved collection and storage procedures for deceased animals. Both options shall be identified per Condition of Approval 8.26.1. Permittee shall bear any cost associated with care and recovery of any injured BUOW adults, nesting(s), or egg(s) and hacking (controlled release of captive reared young).

6. Condition of Approval 9 Habitat Management Land Acquisition has been amended as follows:

* * *

To meet this requirement, the Permittee shall either purchase **2,767.5 acres of Covered Species desert tortoise credits and 2,937.92 western burrowing owl** credits from a CDFW-approved mitigation or conservation bank (Condition of Approval 9.2) that correspond to their respective Phases in Table 2 OR shall provide for both the permanent protection and management of Habitat Management (HM) lands pursuant to Condition of Approval 9.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 9.4 below that correspond to their respective Phases in Table 2. Permanent protection and funding for perpetual management of compensatory habitat must be complete before starting Covered Activities within each phase, or within **28 months** from the start of ground disturbance for each Phase if Security is provided pursuant to Condition of Approval 10.1 below for all uncompleted obligations.

Table 2 – Compensation Acreage by Phase

Phase	Desert Tortoise Compensation (acres)	Western Burrowing Owl Compensation (acres)
Phase 1A	0.0	0.0
Phase 1B	0.0	0.0
Phase 2A	722.25	2036.02
Phase 2B	2,037.0	852.4
Phase 3	8.25	49.5

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Total	2,767.5	2,937.92
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9.1. Cost Estimates. CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands as follows:

9.1.1. *Land acquisition*. Land acquisition costs for HM lands identified in Condition of Approval 9.3 below, estimated at \$4,000.00/acre for ~~2,767.52~~ **2,937.92 acres: \$11,070,000**~~11,751,680.00~~. Land acquisitions costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements, and all other costs necessary to review and acquire the land in fee title and record a conservation easement.

9.1.2. *Start-up costs*. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 9.3.5 below, estimated at \$4,000.00/acre for ~~2,767.5~~ **2,937.92 acres: \$11,070,000**~~751,680.00~~.

9.1.3. *Interim management*. Interim management period funding as described in Condition of Approval 9.3.6 below, estimated at \$600.00/acre for ~~2,767.5~~ **2,937.92 acres: \$1,660,500**~~762,752.00~~.

9.1.4. *Long-term management*. Long-term management funding as described in Condition of Approval 9.4 below, estimated at \$3,100.00/acre for ~~2,767.5~~ **2,937.92 acres: \$8,579,250**~~9,107,552.00~~. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.

9.1.5. 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 9.5, estimated at **\$3,000.00**.

9.2. Covered Species Credits. Permittee shall purchase ~~Covered Species~~ **2,767.5 desert tortoise credits and 2,937.92 western burrowing owl** credits in the amounts according to Table 2 from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities within each Phase, or no later than **28 months** from the start of Covered Activities within each Phase if Security is provided pursuant to Condition of Approval 10.1 below.

* * *

7. Condition of Approval 10 Performance Security has been amended as follows:

* * *

- 10.1. Security Amount. The total Security shall be in the amount of **\$32,382,75034,376,664.00**. This amount is based on the cost estimates identified in Condition of Approval 9.1 above. The Permittee shall provide security in Phases prior to ground disturbance occurring for that phase based on the acreage in Table 1. Phase 1A will be in the amount of **\$1,500.00**, Phase1B will be in the amount of **\$1,500.00**, Phase 2 will be in the amount of **\$32,283,225.00** and **33,794,514.00** and Phase 3 will be in the amount of **\$96,525579,150.00**.

* * *

8. The Findings Pursuant to CESA section has been amended as follows:

* * *

- (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 **2,767.52,937.92 acres** of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;

* * *

9. The Attachments section has been amended as follows:

FIGURE 1	Map of Project
FIGURE 2	Amended Map of Phases

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FIGURE 3	Substation & BESS Facility Detail
ATTACHMENT 1	Amended Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Qualifications Form
ATTACHMENT 3	GIS Data Collection Requirements
ATTACHMENT 4	<u>Amended</u> Raven Management Renewable Deposit Document
ATTACHMENT 5	Exclusion Fence
ATTACHMENT 6a	Proposed Lands for Acquisition Form <u>HMLA Lands Checklist</u>
ATTACHMENT 6b	HMLA Lands Checklist <u>Proposed Lands for Acquisition Form</u>
ATTACHMENT 7	<u>Amended</u> Irrevocable Letter of Credit
ATTACHMENT 8	Minor Amendment No. 2 with Track Changes
ATTACHMENT 9	Minor Amendment No. 3 with Track Changes
<u>ATTACHMENT 10</u>	<u>Major Amendment No. 4 with Track Changes</u>