



State of California –The Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
3602 Inland Empire Boulevard, Suite C-220
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



September 07, 2022

Kevin Martin, Senior Biologist and Director of Environmental Permitting
11455 El Camino Real, Suite 160
San Diego, CA 92130
kmartin@terra-gen.com

Subject: Incidental Take Permit for Lockhart Solar PV II (2081-2021-091-06)

Dear Mr. Martin:

Enclosed you will find an electronic copy of the incidental take permit for the above referenced Project, which has been digitally signed by the California Department of Fish and Wildlife (CDFW). Please read the permit carefully and sign the acknowledgement **no later than 30 days from CDFW signature**, and prior to initiation of ground-disturbing activities.

You are advised to keep the permit in a secure location and distribute copies to appropriate project staff responsible for ensuring compliance with the conditions of approval of the permit. Note that you are required to comply with certain conditions of approval prior to initiation of ground-disturbing activities. Additionally, a copy of the permit must be maintained at the project work site and made available for inspection by CDFW staff when requested.

The permit will not take effect until the signed acknowledgement is received by CDFW. If you wish to discuss these instructions or have questions regarding the permit, please contact Rose Banks, Senior Environmental Scientist (Specialist) at Rose.Banks@wildlife.ca.gov.

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads "Heidi Calvert".
CAEE4779B63E4A3...

Heidi Calvert
Regional Manager



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

California Endangered Species Act
 Incidental Take Permit No. 2081-2021-091-06

LOCKHART SOLAR PV II PROJECT

I. Authority:

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

Permittee:	Lockhart Solar PV II, LLC
Principal Officer:	Kevin Butler, Vice President of Development
Contact Person:	Kevin Martin, (619) 852-5314
Mailing Address:	11455 El Camino Real Suite 160 San Diego, CA 92130 kmartin@terra-gen.com

II. Effective Date and Expiration Date of this ITP:

This ITP shall become effective when signed by all parties and received by CDFW as described in the Notices section of this ITP. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **September 6, 2027**.

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 5.7 of this ITP.

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.

III. Project Location:

The Lockhart Solar PV II Project (Project) is located in unincorporated Hinkley, California in San Bernardino County, approximately seven miles north of the intersection of Harper Lake Road and Mojave-Barstow Highway 58, east of Hoffman Road and west of Harper Lake Road (see Figure 1 and Figure 2). The Project site comprises Assessor Parcel Numbers (APNs) 0490-101-54, 0490-101-56, and 0490-223-33, located in the Lockhart U.S. Geological Survey 7.5-minute quadrangle in Township 11 North, Range 4 West, portions of Sections 18 and 19, and Township 11 North, Range 5 West, portions of Sections 13 and 24, San Bernardino Mountain Meridian. It is bordered on the south by the existing Solar Energy Generating System (SEGS) VIII and IX Solar Thermal Power Plants.

IV. Project Description:

The Project includes the development of a utility-scale, solar photovoltaic (PV) electricity generation and energy storage facility that would produce up to 150 megawatts (MW) of solar power and include up to four gigawatt hours (GWh) of energy storage capacity rate in a battery energy storage system (BESS). It is located within an approximately 612-acre site, previously approved by the California Energy Commission (CEC) in 1990 for development of SEGS X, a solar thermal power facility which was never fully constructed. The Project site has been subject to near-complete surface disturbance associated with past agricultural use, vegetation clearing, grading, and compaction during partial construction of SEGS X. As part of initial SEGS X construction, the entire perimeter of the SEGS X site was enclosed with a 6-foot-tall chain link fence equipped with desert tortoise exclusionary barrier.

The Project would share existing operations and maintenance (O&M) facilities with the Lockhart Solar I Facility, water and septic systems, switchyard and electrical transmission infrastructure, and a new collector substation within the approximately 110-acre "Shared Facilities Area" to connect the Project to the existing transmission line which runs to the Southern California Edison (SCE)-owned substation at Kramer Junction.

The Project consists of the following components:

Solar PV Generating Facilities and Solar Modules: will be located within the fenced area of the approximately 612-acre Project Site. The energy is to be generated via PV modules made of thin film or polycrystalline silicon material covered by glass, mounted on a single-axis tracking system and connected to inverters and to the BESS.

Electrical Collector System and Inverters: overhead and underground collection systems will be built throughout the Project Site.

Shared Gen-Tie Power Line and Interconnection with the Statewide Grid: a 220 kV on-site gen-tie line will connect the power generated from the Project to the existing switchyard located at the

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southern edge of the Shared Facilities Area. From there, an existing 13.8-mile gen-tie transmission line will be used to transmit the power to the existing SCE-owned substation at Kramer Junction.

Telecommunication Facilities: Telecommunication equipment, including underground and overhead fiber optics, microwave, meteorological data collection systems, and supervisory control and data acquisition would be installed on the Project site to connect the Project to remote monitoring locations and ultimately to the SCE substation at Kramer Junction via the existing transmission gen-tie.

Site Access, Security, and Lighting. Existing security fencing and electronic gates will be used for the Project. Interior access roads would be located throughout the Project Site. All interior access roads would be a minimum of 20 feet wide up to a maximum width of 26 feet. A 26-foot-wide interior perimeter access road would be constructed along the Project fence line. Vehicular access to the Project Site will be provided via two existing primary and secondary access points:

Primary: existing access gates off of Hoffman Road at the southern end of the Shared Facilities Area;

Secondary: an existing access gate off of the existing unnamed paved road along the southern property boundary of the SEGS IX site, traveling along the existing SEGS IX interior perimeter access road to a new gate at the southeastern corner of the Project site.

Project construction is anticipated to be completed over a period of up to 14 months. Project construction activities generally fall into three main categories: 1) site preparation; 2) system installation; and 3) testing, commissioning, and cleanup.

Site grading and earthwork activities are expected to include clearing and grubbing, excavation, and piledriving.

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

This ITP covers the following species:

<u>Name</u>	<u>CESA Status</u> ³
1. Mohave ground squirrel (<i>Xerospermophilus mohavensis</i>)	Threatened ⁴

This species and only this species is the "Covered Species" for the purposes of this ITP.

VI. Impacts of the Taking on Covered Species:

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above expected to result in incidental take of individuals of the Covered Species include vegetation removal, grading, excavation, piledriving,

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

⁴See Cal. Code Regs. tit. 14 § 670.5, subd. (b)(6)(A).

installation of PV facilities, construction of interior access roads, and other activities outlined in the Project Description section of this ITP (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 vegetation removal, clearing and grubbing; excavation and piledriving; vehicle strikes and accidental crushing of Covered Species or burrows by construction equipment; walking through the Project area and unintentionally collapsing burrows, resulting in crushing or suffocation; entombment of individuals from deposition of stockpiled material or spoils over occupied burrows. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so of the Covered Species from capture or entrapment in holes, trenches, or equipment, uncovering Covered Species through the excavation of burrows, and relocation of Covered Species when required by this ITP. The area where authorized take of the Covered Species is expected to occur is within the previously fenced 612-acre site (Project Area).

The Project is expected to cause the permanent loss of approximately 612 acres of previously disturbed land, 308 acres of which is potentially suitable habitat to support 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 from tunneling and capture and relocation, and long-term effects due to increased pollution, displacement from preferred habitat, increased competition for food and space, removal and/or damage of vegetation, and increased vulnerability to predation.

VII. Incidental Take Authorization of Covered Species:

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

VIII. Conditions of Approval:

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

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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.: 2021070070) certified by San Bernardino County on June 28, 2022 as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
3. **ITP Time Frame Compliance:** Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.
4. **General Provisions:**
 - 4.1. Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
 - 4.2. Designated Biologist(s) and Biological Monitor(s). Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) and Biological Monitor(s) using the Biologist Resume Form (Attachment 2) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. The Designated Biologist(s) and Biological Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist(s) and Biological Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Biological Monitor(s) must be changed.
 - 4.3. Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist

shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.

- 4.4. Education Program.** Prior to the initiation of ground-disturbing activities, Permittee and construction manager shall conduct a Worker Education Awareness Program (WEAP) to provide construction contractors and all on-site personnel with information to encourage awareness and preservation of the desert ecosystem and the key species and resources with potential to occur on the Project Site and that are found in the western Mojave Desert. The WEAP shall also educate and instruct on-site personnel to avoid harassment and disturbance of wildlife, especially during reproductive activities (e.g., courtship and nesting) during construction. At a minimum, the program shall contain information on physical characteristics, distribution, behavior, ecology, sensitivity to human activities, legal protection, penalties for violations, reporting requirements, and protective measures associated with the listed species that potentially occur within or adjacent to the Project Site. The program shall be administered to all onsite personnel including employees, contractors, contractors' employees, supervisors, inspectors, and subcontractors. The program shall be administered by a qualified biologist. It shall include an oral presentation, video/PowerPoint, and/or written materials. Each Project employee, as well as employees of contractors and subcontractors, who participate in the environmental awareness program shall sign an affidavit declaring that the individual understands and will adhere to the guidelines set forth in the program material. Documentation shall be retained demonstrating that construction personnel attended the training.
- 4.5. Construction Monitoring Documentation.** The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.
- 4.6. Trash Abatement.** To discourage attraction by predators to the Project Site, all food-related trash items, such as wrappers, cans, bottles, and food scraps, shall be disposed of in solid, closed containers (trash cans) on a daily basis. Onsite trash receptacles shall be emptied as necessary (for example, weekly) to prevent overflow of trash. Trash removed from

the receptacles shall be hauled to an offsite waste disposal facility. Workers shall not feed wildlife or bring pets to the Project Site.

- 4.7. Dust Control.** Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 4.8. Erosion Control Materials.** Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 4.9. Delineation of Property Boundaries.** Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.
- 4.10. Delineation of Habitat.** Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 4.11. Project Access.** Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Off-road travel shall be prohibited in all native habitats adjacent to the Project Site during construction and operation. Such areas shall be posted prior to initiation of construction. Speed limits on the Project Site shall be posted and will be limited to 15 miles per hour. to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 4.12. Staging Areas.** Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Parking areas for the construction crews shall be designated and clearly marked. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 4.11 of this ITP.

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

5. Monitoring, Notification and Reporting Provisions:

- 5.1. Notification Before Commencement.** The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.
- 5.2. Notification of Non-compliance.** The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.
- 5.3. Compliance Monitoring.** The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections to:
- (1) minimize incidental take of the Covered Species;
 - (2) prevent unlawful take of species;
 - (3) check for compliance with all measures of this ITP;
 - (4) check all exclusion zones; and
 - (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area.

The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.

- 5.4. Quarterly Compliance Report.** The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 5.3 into a Quarterly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Rose Banks (Rose.Banks@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.
- 5.5. Annual Status Report.** Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 5.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to 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.
- 5.6. CNDDDB Observations.** The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.
- 5.7. Final Mitigation Report.** No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes

showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.

5.8. Notification of Take or Injury Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by following Condition of Approval 5.9. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.

5.9. 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 Rose Banks (Rose.Banks@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).

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

6.1. Herbicides Permittee shall only use herbicides containing a harmless dye and registered with the California Department of Pesticide Regulation (DPR). All herbicides shall be applied in accordance with regulations set by DPR. All herbicides shall be used according to labeled instructions. Labeled instructions for the herbicide used shall be made available to CDFW upon request. No herbicide application when winds are greater than five (5) miles per hour.

6.2. Rodenticides and Insecticides Permittee shall not use rodenticides and/or insecticides on the Project Area without prior written permission from CDFW. Permittee shall not use any second-generation anticoagulant rodenticide (brodifacoum, bromadiolone, difethialone,

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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.

- 6.3. Removal of Debris.** Permittee shall remove all hardened concrete and other loose debris in areas that need to be cleared by slowly removing stored material starting from the top and working down to ground level, rather than scooping from the ground up. This method will minimize the possibility of harming a Covered Species using the debris as shelter and will allow them to escape.
- 6.4. Entrapment Inspections.** Any pipes, culverts, or similar structures with a diameter greater than 3 inches and less than 8 inches aboveground shall be inspected by the Designated Biologist(s) and/or Biological Monitor(s) for Covered Species before the material is moved, buried, or capped. The Designated Biologist(s) and/or Biological Monitor(s) shall inspect all open holes and trenches within Covered Species habitat at a minimum of twice a day and just prior to backfilling. At the end of each 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 Designated Biologist(s) immediately. Project workers and the Biological Monitor(s) and/or Designated Biologist(s) shall allow the Covered Species to escape unimpeded if possible, or a Designated Biologist(s) approved under Condition of Approval 4.2 of this ITP shall move the Covered Species out of harm's way before allowing work to continue.
- 6.5. Pre-Construction Surveys.** No more than 30 calendar days prior to the start of ground disturbing activities the Authorized Biologist(s)/Biological Monitor(s) shall be present onsite to perform a pre-construction survey for the Covered Species. These surveys shall cover the Project Area and a 50-foot buffer zone. All known or suspected Covered Species burrows within the work areas shall be flagged to alert biological and work crews to their presence. A report documenting the results of the pre-construction surveys shall be submitted to CDFW within 30 calendar days after performing them.
- 6.6. Burrow Excavation.** The Designated Biologist(s) shall fully excavate by hand all burrows OR scope each burrow within the Project Area that are suspected or known to be occupied by Mohave ground squirrels. The Designated Biologist(s) shall allow Mohave ground squirrels encountered in the excavated burrows during their active period (March 15 – July 15) to escape out of harm's way. During the Mohave ground squirrel dormant period (September 1 – January 31), the Designated Biologist(s) shall collect and immediately relocate the individuals to an artificial burrow in the following preferential order: 1.) relocate to the nearest public lands with suitable habitat from where the squirrel was originally captured;

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2.) relocate outside of right-of-way, within existing parcel on private property. Mohave ground squirrels may not be relocated to private property unless the Permittee obtains written permission from the property owner prior to Covered Activities. The Mohave ground squirrel may only be relocated by the Designated Biologist(s). The Designated Biologist(s) shall prepare relocation burrows in the following manner: (1) A hole of at least two feet deep shall be dug; (2) Install a nine-inch diameter non-collapsible plastic container, which shall be connected to a three-inch diameter non-collapsible plastic pipe that runs to the ground surface at a 45-degree angle; (3) The Authorized Biologist(s) shall place the Mohave ground squirrel in the artificial burrow and lightly plug the burrow mouth with soil in a manner that is similar to a natural Mohave ground squirrel burrow.

6.7. Covered Species Injury. If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition 5.8. Notification shall include the name of the facility where the animal was taken.

7. Habitat Management Land Acquisition: The Project is sited on land that was previously approved by the California Energy Commission (CEC) for development of SEGS X, which was initiated with full grading of the site and security fence installation but was never fully constructed. Due to the prior mitigation and endowment for project impacts for SEGS X, as described below, no additional compensatory mitigation will be required to mitigate Project-related impacts to the Covered Species that will result from implementation of the Covered Activities.

7.1. Prior Mitigation. Previous mitigation requirements implemented for the SEGS X Facility include the acquisition and transfer of 1,680 acres of mitigation lands to CDFW for the purpose of enhancement, and management of suitable desert tortoise and Mohave ground squirrel habitat in perpetuity and to compensate for habitat that would be eliminated or subject to long-term disturbance as a result of construction of SEGS IX and X and any ancillary facilities (see Attachment 3). On December 7, 1990, the developer of SEGS X, the Luz Development and Finance Corporation ("Luz"), conveyed approximately 3,192.34 acres of land to what is now CDFW, "for conservation purposes related to mitigation of adverse impacts identified as part of the Luz Project. This land is conveyed subject to such covenants and restrictions on transfer and use contained in the Habitat Mitigation and Acquisition Agreement and the Habitat Mitigation Plan by and between [Luz] and the Department of Fish and Game of the State of California ("CDFG"), dated May 23, 1988, which is intended to bind grantee, CDFG and all subsequent grantees." (Luz had acquired these lands from Santa Fe Pacific Properties and immediately conveyed them to CDFG). As explained in a letter from CDFG dated March 23, 1993 documenting the status of

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acquisition of habitat mitigation for the SEGS projects, 1,680 of these acres (identified as coming from Santa Fe Pacific) “satisfies SEGS IX/X mitigation requirement.” The subject lands are located within the County of San Bernardino and include Sections 1, 3, 5 and 11, Township 11 North, Range 6 West and Section 7, Township 11 North, Range 5 West, San Bernardino Base and Meridian. The habitat was dedicated to the purpose of supporting Mohave ground squirrel, desert tortoise, and other native wildlife and plants in perpetuity. As a result of this prior conveyance, any potential impacts on desert tortoise and Mojave ground squirrel has been previously mitigated through the prior SEGS X project that was never fully developed.

- 7.2. Prior Endowment.** Per the March 23, 1993 letter from CEC described above, a \$150,000 endowment was provided for management of the mitigation lands. CDFW has confirmed that it currently holds that endowment funding with accrued interest and enhancements in a mitigation account.

IX. Amendment:

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

X. Stop-Work Order:

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

If Permittee fails to remedy the violation or to comply with a stop-work order, CDFW may proceed with suspension and revocation of this ITP. Suspension and revocation of this ITP shall be governed by California Code of Regulations, Title 14, section 783.7, and any other applicable law. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

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XI. Compliance with Other Laws:

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

XII. Notices:

The Permittee shall sign and return this ITP to CDFW. A manual or digital signature is acceptable, provided a digital signature complies with Government Code section 16.5. Digital signatures facilitated by CDFW will be automatically returned. Manual (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

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2021-091-06) 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
AskRegion6@wildlife.ca.gov

and a copy to:

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

Unless Permittee is notified otherwise, CDFW's Regional Representative for purposes of addressing

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issues that arise during implementation of this ITP is:

Rose Banks, Senior Environmental Scientist (Specialist)
California Department of Fish and Wildlife
Inland Deserts Region
787 North Main Street, Suite 220
Bishop, CA 93514
Telephone (760) 218-0022
Rose.Banks@wildlife.ca.gov

XIII. Compliance with the California Environmental Quality Act:

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, San Bernardino County. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Lockhart Solar PV II Project Environmental Impact Report ("EIR"), (SCH No.: 2021070070) dated April 2022 that San Bernardino County certified for the Project on June 28, 2022. At the time the lead agency certified the EIR and approved the Project it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

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

XIV. Findings Pursuant to CESA:

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

CDFW finds based on substantial evidence in the ITP application, the Lockhart Solar PV II Project EIR, evidence of mitigation completed for previous site disturbance permitted for SEGS IX/X, consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

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- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) preconstruction surveys; (2) entrapment inspections; (3) worker education; and (4) Monthly 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 acquisition and transfer of 1,680 acres to CDFW that was completed as mitigation for the previously approved SEGS IX/X project, along with the minimization, monitoring, and reporting, 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.

XV. Attachments:

FIGURE 1

Project Location

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FIGURE 2
ATTACHMENT 1
ATTACHMENT 2
ATTACHMENT 3

Project Site
Mitigation Monitoring and Reporting Program
Biologist Resume Form
SEGS IX/X mitigation documents

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ON 09/7/2022

DocuSigned by:

Heidi Calvert

CAEE4779B63E4A3...

Heidi Calvert, Regional Manager
Inland Deserts Region

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.

DocuSigned by:

Kevin Martin

D6604ADCD00744A...

By: _____ Date: 9/7/2022

Printed Name: Kevin Martin Title: Sr Director of Env Permitting

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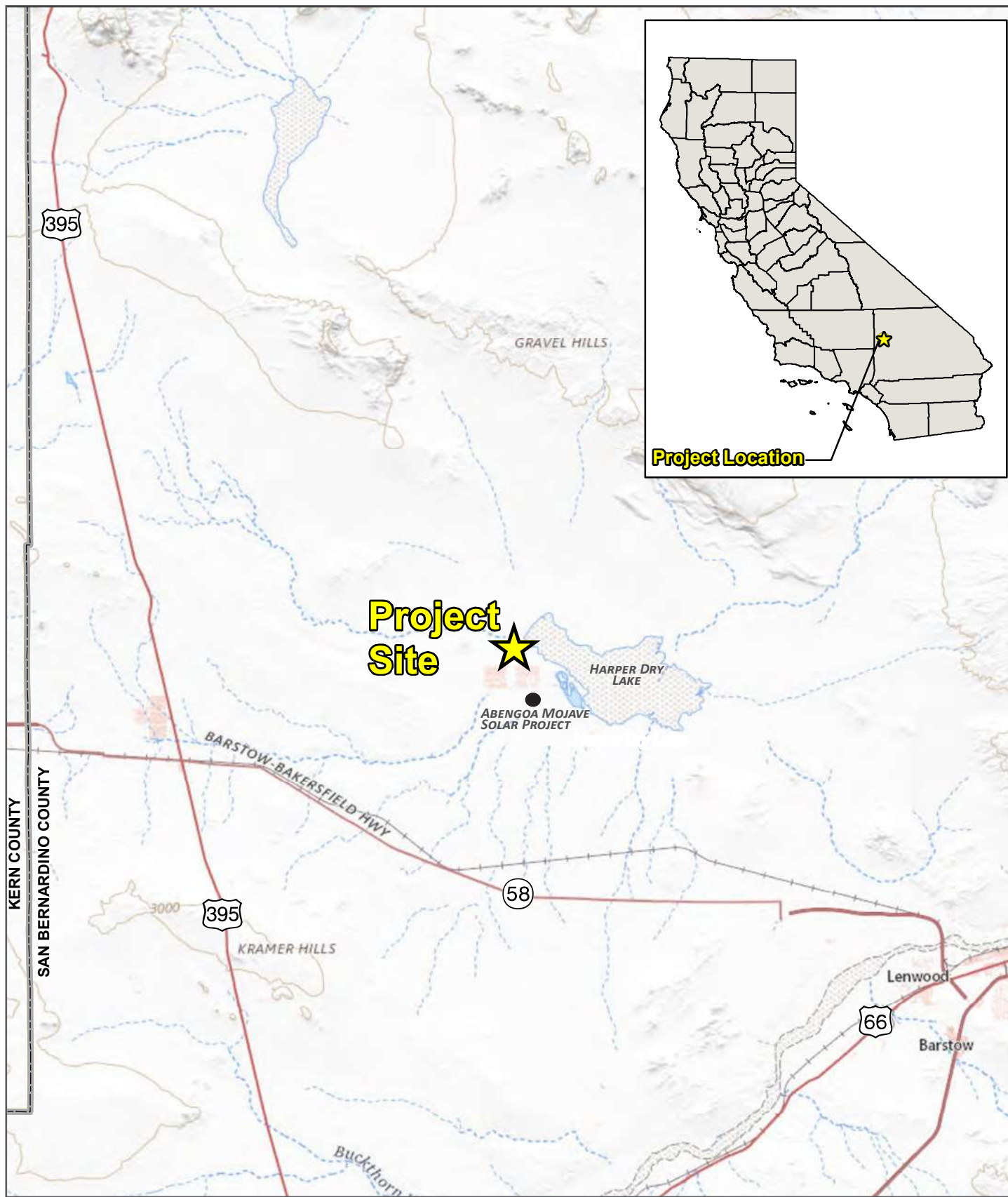
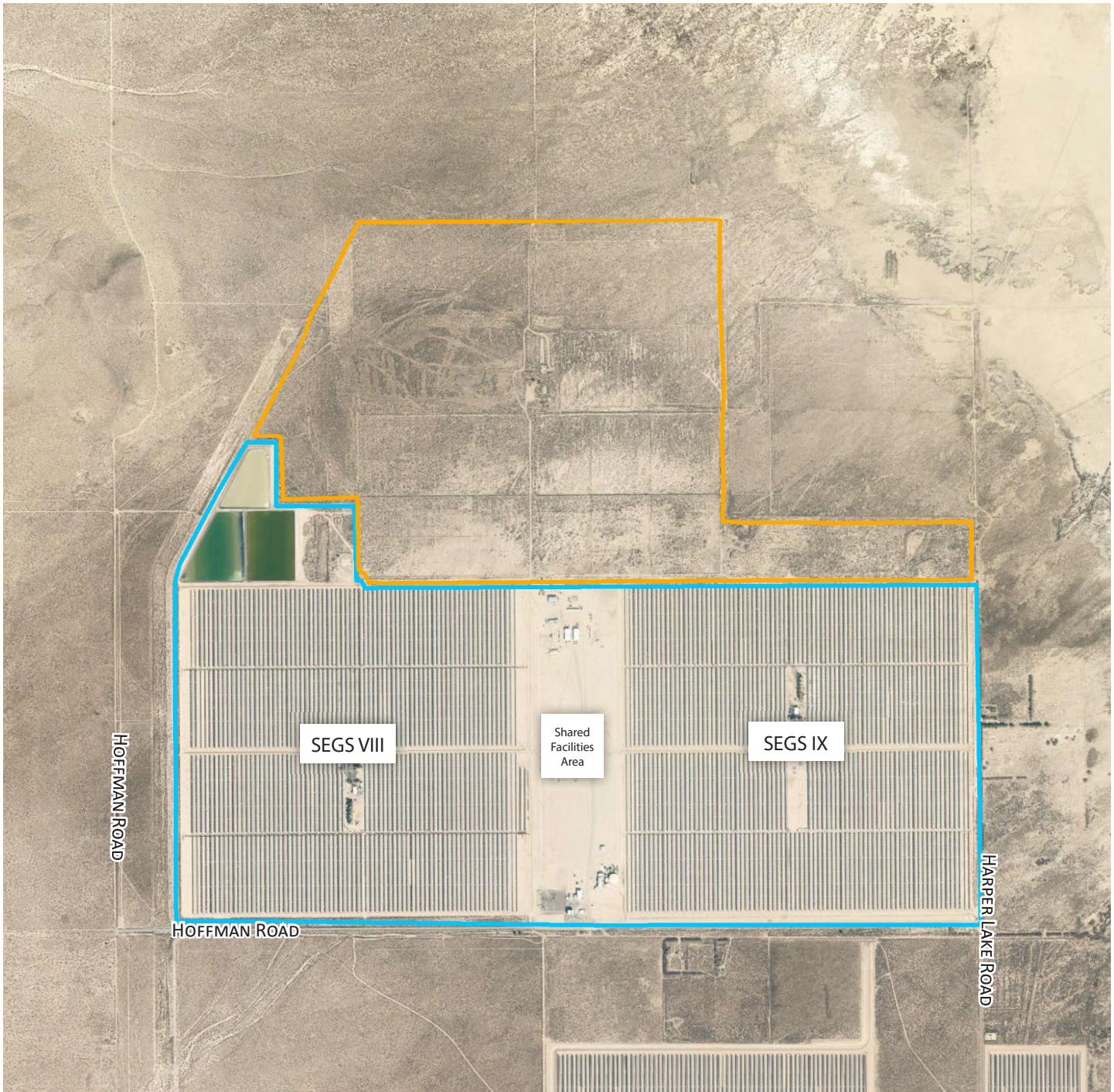


FIGURE 1: REGIONAL VICINITY

LOCKHART SOLAR PV II PROJECT
INCIDENTAL TAKE PERMIT



SOURCE: Esri, 2020

LEGEND

Project Site - ITP Coverage Area

Lockhart PV I Solar Facility Site



FIGURE 2: PROJECT SITE AERIAL - ITP COVERAGE MAP

LOCKHART SOLAR PV II PROJECT
INCIDENTAL TAKE PERMIT

Attachment 1

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

INCIDENTAL TAKE PERMIT NO. 2081-2021-091-06

PERMITTEE: Lockhart Solar PV II, LLC

PROJECT: Lockhart Solar PV II

PURPOSE OF THE MMRP

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

OBLIGATIONS OF PERMITTEE

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

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

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

TABLE OF MITIGATION MEASURES

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

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
BEFORE DISTURBING SOIL OR VEGETATION					
1	Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with the ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of the ITP.	ITP Condition # 4.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) and Biological Monitor(s) using the Biologist Resume Form (Attachment 2) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. The Designated Biologist(s) and Biological Monitor(s) shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist(s) and Biological Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Biological Monitor(s) must be changed.	ITP Condition # 4.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
3	Prior to the initiation of ground-disturbing activities, Permittee and construction manager shall conduct a Worker Education Awareness Program (WEAP) to provide construction contractors and all on-site personnel with information to encourage awareness and preservation of the desert ecosystem and the key species and resources with potential to occur on the Project Site and that are found in the western Mojave Desert. The WEAP shall also educate and instruct on-site personnel to avoid harassment and disturbance of wildlife, especially during reproductive activities (e.g., courtship and nesting) during construction. At a minimum, the program shall contain information on physical characteristics, distribution, behavior, ecology, sensitivity to human activities, legal protection, penalties for violations, reporting requirements, and protective measures associated with the listed species that potentially occur within or adjacent to the Project Site. The program shall be administered to all onsite personnel including employees, contractors, contractors' employees, supervisors, inspectors, and subcontractors. The program shall be administered by a qualified biologist. It shall include an oral presentation, video/PowerPoint, and/or written materials. Each Project employee, as well as employees of contractors and subcontractors, who participate in the environmental awareness program shall sign an affidavit declaring that the individual understands and will adhere to the guidelines set forth in the program material. Documentation shall be retained demonstrating that construction personnel attended the training.	ITP Condition # 4.4	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
4	To discourage attraction by predators to the Project Site, all food-related trash items, such as wrappers, cans, bottles, and food scraps, shall be disposed of in solid, closed containers (trash cans) on a daily basis. Onsite trash receptacles shall be emptied as necessary (for example, weekly) to prevent overflow of trash. Trash removed from the receptacles shall be hauled to an offsite waste disposal facility. Workers shall not feed wildlife or bring pets to the Project Site.	ITP Condition # 4.6	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 Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.	ITP Condition # 4.7	Before commencing ground- or vegetation-disturbing 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 # 4.9	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
7	Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.	ITP Condition # 4.10	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
8	The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.	ITP Condition # 5.1	Before commencing ground- or vegetation-disturbing activities	Permittee	
9	No more than 30 calendar days prior to the start of ground disturbing activities the Authorized Biologist(s)/Biological Monitor(s) shall be present onsite to perform a pre-construction survey for the Covered Species. These surveys shall cover the Project Area and a 50-foot buffer zone. All known or suspected Covered Species burrows within the work areas shall be flagged to alert biological and work crews to their presence. A report documenting the results of the pre-construction surveys shall be submitted to CDFW within 30 calendar days after performing them.	ITP Condition #6.5	Before commencing ground- or vegetation-disturbing activities	Permittee	

DURING CONSTRUCTION

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
10	The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections to (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of the ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by the ITP. The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by the ITP.	ITP Condition # 5.3	Entire Project	Permittee	
11	The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 5.3 into a Quarterly Compliance Report and submit it to CDFW along with a copy of this MMRP table with notes showing the current implementation status of each mitigation measure. Quarterly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of the ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of the ITP's approval, the CDFW Regional Representative is Rose Banks (Rose.Banks@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition # 5.4	Entire Project	Permittee	
12	Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of the ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year identified in Condition of Approval 5.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in this MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (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 # 5.5	Entire Project	Permittee	
13	The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) and the Designated Biologist shall include copies of the submitted forms with the next Quarterly Compliance Report or ASR, whichever is submitted first relative to the observation.	ITP Condition # 5.6	Entire Project	Permittee	
14	The Designated Representative shall immediately notify CDFW in writing 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.	ITP Condition # 5.2	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
15	The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of the ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.	ITP Condition # 4.5	Entire Project	Permittee	
16	Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as mono-filament netting (erosion control matting) or similar material, in potential Covered Species' habitat.	ITP Condition # 4.8	Entire Project	Permittee	
17	Project-related personnel shall access the Project Area using existing routes, or routes identified in the Project Description and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Off-road travel shall be prohibited in all native habitats adjacent to the Project Site during construction and operation. Such areas shall be posted prior to initiation of construction. Speed limits on the Project Site shall be posted and will be limited to 15 miles per hour. to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to the ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.	ITP Condition # 4.11	Entire Project	Permittee	
18	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. Parking areas for the construction crews shall be designated and clearly marked. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 4.11 of the ITP.	ITP Condition # 4.12	Entire Project	Permittee	
19	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. Contaminated soil shall be properly handled or disposed of at a licensed facility. Servicing of construction equipment shall take place only at a designated staging area.	ITP Condition # 4.13	Entire Project	Permittee	
20	Permittee shall provide CDFW staff with reasonable access to the Project and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in the ITP.	ITP Condition # 4.14	Entire Project	Permittee	
21	Permittee shall only use herbicides containing a harmless dye and registered with the California Department of Pesticide Regulation (DPR). All herbicides shall be applied in accordance with regulations set by DPR. All herbicides shall be used according to labeled instructions. Labeled instructions for the herbicide used shall be made available to CDFW upon request. No herbicide application when winds are greater than five (5) miles per hour.	ITP Condition # 6.1	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
22	Permittee shall not use rodenticides and/or insecticides on the Project Area without prior written permission from CDFW. Permittee shall not use any second-generation anticoagulant rodenticide (brodifacoum, bromadiolone, difethialone, and difenacoum) on the Project Area. Permittee shall not use any first-generation anticoagulant rodenticide (diphacinone, chlorophacinone, and warfarin) on the Project Area without prior written permission from CDFW.	ITP Condition # 6.2	Entire Project	Permittee	
23	Permittee shall remove all hardened concrete and other loose debris in areas that need to be cleared by slowly removing stored material starting from the top and working down to ground level, rather than scooping from the ground up. This method will minimize the possibility of harming a Covered Species using the debris as shelter and will allow them to escape.	ITP Condition #6.3	Entire Project	Permittee	
24	Any pipes, culverts, or similar structures with a diameter greater than 3 inches and less than 8 inches aboveground shall be inspected by the Designated Biologist(s) and/or Biological Monitor(s) for Covered Species before the material is moved, buried, or capped. The Designated Biologist(s) and/or Biological Monitor(s) shall inspect all open holes and trenches within Covered Species habitat at a minimum of twice a day and just prior to backfilling. At the end of each 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 Designated Biologist(s) immediately. Project workers and the Biological Monitor(s) and/or Designated Biologist(s) shall allow the Covered Species to escape unimpeded if possible, or a Designated Biologist(s) approved under Condition of Approval 4.2 of the ITP shall move the Covered Species out of harm's way before allowing work to continue.	ITP Condition #6.4			
25	The Designated Biologist(s) shall fully excavate by hand all burrows OR scope each burrow within the Project Area that are suspected or known to be occupied by Mohave ground squirrels. The Designated Biologist(s) shall allow Mohave ground squirrels encountered in the excavated burrows during their active period (March 15 – July 15) to escape out of harm's way. During the Mohave ground squirrel dormant period (September 1 – January 31), the Designated Biologist(s) shall collect and immediately relocate the individuals to an artificial burrow in the following preferential order: 1.) relocate to the nearest public lands with suitable habitat from where the squirrel was originally captured; 2.) relocate outside of right-of-way, within existing parcel on private property. Mohave ground squirrels may not be relocated to private property unless the Permittee obtains written permission from the property owner prior to Covered Activities. The Mohave ground squirrel may only be relocated by the Designated Biologist(s). The Designated Biologist(s) shall prepare relocation burrows in the following manner: (1) A hole of at least two feet deep shall be dug; (2) Install a nine-inch diameter non-collapsible plastic container, which shall be connected to a three-inch diameter non-collapsible plastic pipe that runs to the ground surface at a 45-degree angle; (3) The Authorized Biologist(s) shall place the Mohave ground squirrel in the artificial burrow and lightly plug the burrow mouth with soil in a manner that is similar to a natural Mohave ground squirrel burrow.	ITP Condition #6.6			

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
26	If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition 5.8 of the ITP. Notification shall include the name of the facility where the animal was taken.	ITP Condition # 6.7	Entire Project	Permittee	
27	To ensure compliance with the Conditions of Approval of the ITP, the Designated Biologist shall immediately stop any activity that does not comply with the ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of the ITP.	ITP Condition # 4.3	Entire Project	CDFW	
POST-CONSTRUCTION					
28	Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.	ITP Condition # 4.15	Post-construction	Permittee	
29	No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports and all ASRs; (2) a copy of the table in this MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of the ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.	ITP Condition # 5.7	Post-construction and after completion of mitigation	Permittee	



Department of Fish and Wildlife

BIOLOGIST RESUME COVER SHEET

SUBMIT EACH RESUME AS A SEPARATE DOCUMENT**Number of Resumes Included in Transmittal:** _____

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

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



Department of Fish and Wildlife

BIOLOGIST RESUME FORM

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

Completing this form will ensure the receipt of adequate information and expedite CDFW review of qualifications.

SECTION I. NAME AND CONTACT INFORMATION

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

SECTION II. EDUCATION

College/University & Degree Type Related to Natural Resource Science:	
Other Relevant Workshops & Training:	

SECTION III. ROLE(S) AND PERMIT REQUIREMENTS

Requested Role(s):	
Relevant LSA Agreement Measures or ITP Conditions ² :	

SECTION IV. SPECIES AND RESOURCE EXPERIENCE – SUMMARY

This section summarizes experience by special status species and other resource. Use one row for each species or other resource where surveys or special protections are required in the CESA ITP or LSA Agreement for which biologist approval is requested.³ If more space is needed, add rows to this table. Provide details in Section 5.

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

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

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

SECTION V. SPECIES AND RESOURCE EXPERIENCE – DETAILS

This section details experience from the three most recent and relevant projects for each species and resource identified in Section 4. If more space is needed, attach additional pages in the same table format (i.e., copy/paste format).

A. Species or Resource:			
Project 1 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s) ⁴ :	
Survey Type(s) ⁵ :		Construction Monitoring ⁶ :	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB ⁷ (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 2 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 3 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:

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

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

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

⁷ CNDDDB is the abbreviation for California Natural Diversity Database.

Project Name:
LSA Agreement/ITP Number(s):

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

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

Project Name:
LSA Agreement/ITP Number(s):

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

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

Project Name:**LSA Agreement/ITP Number(s):**

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

CALIFORNIA ENERGY COMMISSION

1516 NINTH STREET
SACRAMENTO, CA 95814-5512



March 23, 1993

SEGS VIII/IX
88-AFC-1C, 89-AFC-1C

Ms. June Clark
Grattan, Gersick, Karp and Miller
1029 J Street, Suite 300
Sacramento, CA 95814

STATUS OF HABITAT MITIGATION FOR HARPER LAKE SEGS PROJECTS

Dear Ms. Clark:

As you requested, I have put together a summary of the current status of habitat mitigation required by Biology Condition 1 for the SEGS VIII and IX projects. To provide a clear picture of the situation, it was necessary to include information related to the SEGS III-VII project.

I have not included in the attached summary a discussion of the \$2 million performance guarantee cash fund established by Luz in a joint account with the California Department of Fish and Game (CDFG). As described in the Acceleration Agreement between CDFG and Luz, Luz received CDFG approval to use \$1,819,000 to purchase the Santa Fe Pacific land, and \$180,000 was used to establish the endowment account for the SEGS VIII-X projects.

If you have any questions, please call me at (916) 654-3929.

Sincerely,

A handwritten signature in cursive script that reads "Dale Edwards".

DALE EDWARDS
Compliance Project Manager
Energy Facilities Siting and
Environmental Protection Division

Attachment

cc: David Rib, KJCOC
Robert Orcutt, CDFG
Marc Sasaki, CEC

HABITAT MITIGATION SUMMARY FOR THE SEGS III-IX PROJECTS
MARCH 23, 1993

Habitat Mitigation Required by Biology Condition 1

5120.0	Acres for SEGS III-VII
25.47	Acres for SEGS III-VII (per 5/22/91 CDFG letter to Luz)
347.4	Acres for SEGS VIII
<u>1680.0</u>	Acres for SEGS IX/X
7172.87	Total acres required for all SEGS projects

Habitat Mitigation Completed To Date

3192.34	Acres transferred to CDFG from Santa Fe Pacific
- <u>1680.0</u>	Acres satisfies SEGS IX/X mitigation requirement
1512.34	Acres transferred to CDFG for SEGS III-VII

Outstanding Habitat Mitigation To Date

SEGS III-VII

5120	Total acres owed
- <u>1512.34</u>	Acres remaining from Santa Fe Pacific
3607.66	Subtotal
+ <u>25.47</u>	Additional acres per 5/22/91 CDFG letter
3633.13	Total acres yet to be provided to satisfy Biology Condition 1

SEGS VIII

347.42	Total acres yet to be provided to satisfy Biology Condition 1
--------	---

NOTE: The Stollman Property was previously set to cover the SEGS VIII liability as follows:

503.7	Acres
- <u>347.42</u>	Acres to satisfy SEGS VIII

156.32 Acres available to transfer to SEGS III-VII

Fencing Security Accounts
(FUNDS YET TO BE ESTABLISHED)

SEGS III-VII	\$192,000
SEGS VIII	12,000
SEGS IX/X	<u>72,000</u>
Total	\$276,000

Endowment Accounts
(FUNDS ESTABLISHED)

SEGS III-VII	\$200,000
SEGS VIII	30,000
SEGS IX/X	<u>150,000</u>
Total	\$380,000

RECORDING REQUESTED BY
RECORDED AT THE REQUEST OF
TICOR TITLE INSURANCE COMPANY
AND WHEN RECORDED MAIL TO

Name FRANK G. GIORDANO
Street Department of Fish and Game
Address WILDLIFE CONSERVATION BOARD
City & 1416 Ninth Street
State Sacramento, CA 95814

MAIL TAX STATEMENTS TO

Name
Street
Address
City &
State

N.A.

1FEE	2MSYS	3FCGR	4LNNT
Q			
5 SVY	5 DTT	602	
		N	

90-483689

RECORDED IN
OFFICIAL RECORDS
1990 DEC -7 PM 3:17
SAN BERNARDINO
CO., CALIF.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CAT. NO. NN00578
TO 1921 CA (6-86)

Corporation Grant Deed

THIS FORM FURNISHED BY TICOR TITLE INSURERS

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ -0-

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

(X) Unincorporated area: () City of , and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Luz Development and Finance Corporation

a corporation organized under the laws of the State of
to the State of California

California

hereby GRANTS

the following described real property in the
County of San Bernardino

, State of California:

See Legal Description on Exhibit "A" attached hereto and by this reference made
a part thereof.

The lands described in the deed of record have been conveyed to the CDFG or its
successor for conservation purposes related to mitigation of adverse impacts
identified as part of the LUZ Project. This land is conveyed subject to such covenants
and restrictions on transfer and use contained in the Habitat Mitigation and
Acquisition Agreement and the Habitat Mitigation Plan by and between Luz
Development and Finance Corporation, a California corporation (jointly and
severally "LUZ"), and the Department of Fish and Game of the State of
California ("CDFG") dated May 23, 1988 which is intended to bind grantee, CDFG
and all subsequent grantees. The grantee shall cause this Statement to be
recorded with the deed of any subsequent transfer.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this
instrument to be executed by its President and Vice President
thereunto duly authorized.

Dated November 29, 1990

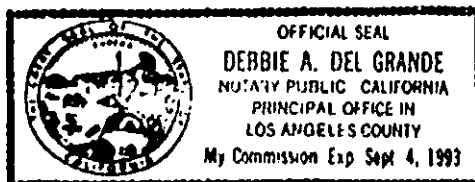
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES) SS

On November 29, 1990, before me, the
undersigned, a Notary Public in and for said State, personally
appeared James E. Weehy
personally known to me or proved to me on the basis of satis-
factory evidence to be the person who executed the within
instrument as the President, and
Eric Willis personally known to
me or proved to me on the basis of satisfactory evidence to be
the person who executed the within instrument as the Vice
President Secretary of the Corporation that executed
the within instrument and acknowledged to me that such
corporation executed the within instrument pursuant to its
by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

LUZ DEVELOPMENT AND FINANCE CORPORATION
a California corporation

By [Signature] President

By [Signature] Secretary



Signature [Signature]

(This area for official notarial seal)

Title Order No. 928563 J.G. Escrow or Loan No. 928563-TN

EXHIBIT "A"

90-483689

LEGAL DESCRIPTION

The Property referred to herein is situated in the County of San Bernardino, State of California, and is described as follows:

Sections 1, 3, 5, and 11, Township 11 North, Range 6 West and Section 7, Township 11 North, Range 5 West, San Bernardino Base and Meridian.

90-483689

Desert Tortoise Mitigation
Luz/Department of Fish & Game
Phase II
San Bernardino County

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed
by the deed or grant, dated November 29, 1990, from
Luz Development & Finance Corp. to the STATE OF CALIFORNIA, is
hereby accepted by the undersigned officer on behalf of the State of
California, pursuant to authority conferred by authorization of the
Fish and Game Commission, Department of Fish and Game, Resources
Agency, State of California, adopted on March 3, 1989, and the
grantee consents to the recordation thereof by its duly authorized
officer.

STATE OF CALIFORNIA
Resources Agency
Department of Fish and Game

By John Schmitt
Executive Director

Date November 30, 1990

APPROVED
Department of General Services
Philip J. Salany
By
Assistant Chief
Office of Real Estate and Design Services
T1296 165-A

LIST OF EXHIBITS TO HABITAT MITIGATION AND ACQUISITION AGREEMENT

SEGS IX AND X

- EXHIBIT 1 - Biological opinion
- EXHIBIT 2 - Habitat Mitigation and Acquisition Plan
- EXHIBIT 3 - Direction to Disburse For SEGS X Escrow

1680 Ac

Schedule A

<u>Priority</u>	<u>Section</u>	<u>Portion</u>
1	35 T12N, R6W	Entire
2	5 T11N, R6W	Entire
3	3 T11N, R6W	Entire
4	11 T11N, R6W	Entire
5	21 T11N, R6W	Entire
6	35 T11N, R6W	Entire
7	36 T11N, R6W	Entire
8	25 T11N, R6W	Entire
9	1 T11N, R6W	Entire
10	7 T11N, R5W	Entire
11	5 T11N, R5W	Entire
12	31 T12N, R5W	Entire

Schedule B

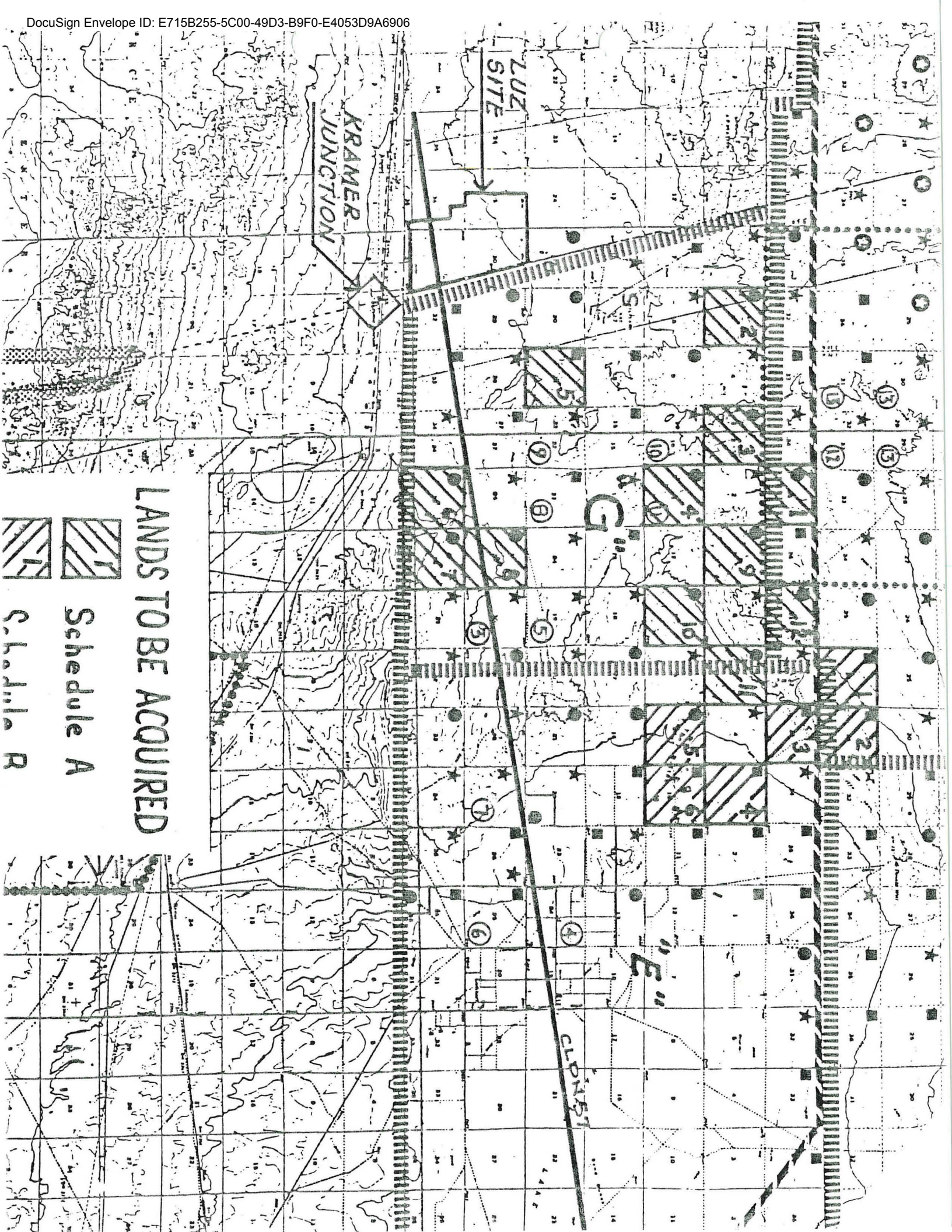
<u>Priority</u>	<u>Section</u>	<u>Portion</u>
1	36 T32S, R42E	Entire
2	31 T32S, R43E	Entire
3	33 T12N, R5W	Entire
4	3 T11N, R5W	Entire
5	9 T11N, R5W	Entire
6	10 T11N, R5W	Entire

d. If ^{it is impracticable} ~~Luz is unable~~ to acquire lands from either Schedule A or Schedule B, Luz may acquire other lands suitable under the terms of this Agreement. Additionally, Luz must submit, along with delivery of the PLFAF, the reasons ^{why it is impracticable} ~~for Luz's inability~~ to acquire lands from either schedule. CDFG shall have a reasonable time to determine the suitability of these substitute lands.

e. Luz agrees to prepare the title documents for submission to CDFG, and CDFG reserves the right to approve title of all lands prior to transfer to CDFG. Any third party retention of mineral rights, such that the conservation purposes of this Agreement may in CDFG's opinion be impaired, is sufficient grounds to reject such lands or withhold approval until such title deficiency is cured.

f. Upon approval ^{of the PLFAF} by CDFG, Luz shall enter into a contract for sale to purchase such lands and effectuate their transfer to CDFG.

g. All transactional costs of land purchases and property surveys shall be borne by Luz, including but not limited to, title policy costs, and the administrative costs of the Office of Real Estate and Design Services.



LANDS TO BE ACQUIRED

Schedule A

Schedule B

HABITAT MITIGATION AND ACQUISITION AGREEMENT

SEGS IX and X

This Habitat Mitigation and Acquisition Agreement is entered into as of this 5th day of December, 1990, by and between Luz Development and Finance Corporation, a California corporation, ("Luz"), and the Department of Fish and Game of the State of California ("CDFG").

RECITALS

A. On February 14, 1990, Luz's Application for Certification ("AFC") for Solar Electric Generating System (SEGS) IX and X (hereinafter, Project) to be located on approximately 800 acres of land (approximately 400 acres per project) at Harper Lake, San Bernardino County was granted by the California Energy Commission (CEC). The conditions of that certification are set forth in the CEC's decision in the COMMISSION DECISION, LUZ SEGS IX AND X PROJECTS (HARPER LAKE), Docket No. 89-AFC-1 (COMMISSION DECISION).

B. The CEC, as lead state agency for the Project, has consulted with CDFG pursuant to duties under the California Endangered Species Act ("CESA") and those consultations have resulted in a Biological Opinion, dated January 18, 1990, attached hereto as Exhibit 1. Among other things the project is expected to result in permanent elimination of Mohave Ground Squirrel and/or desert tortoise habitat and may cause temporary disturbance of additional habitat during construction of the Project. In

addition, the Project will adversely impact other sensitive species as discussed in the Biological Opinion. Specific conditions imposed upon Luz to mitigate adverse environmental and biological effects have been incorporated into the COMMISSION DECISION at pages 139 through 147.

C. This Agreement is intended to fulfill CEC condition number 1 on pages 139-140 of the COMMISSION DECISION, and the conditions of the Biological Opinion.

D. CESA requires management efforts to reduce project impacts to acceptable levels and provide long term protection of the listed species. To satisfy that requirement, Luz agrees to perform certain mitigation efforts as described in this Agreement. Among other things, Luz shall provide for the purchase, enhancement and management of lands suitable to mitigate for the adverse environmental impacts of the Project. Such land shall be acquired and transferred to the State of California Department of Fish and Game in conformance with the Habitat Mitigation and Acquisition Plan SEGS IX and X (HMA Plan) attached hereto as Exhibit 2.

E. The parties agree that Luz, upon compliance with this Agreement, will have satisfied any and all biological and habitat mitigation requirements which are to be imposed by CESA, the Biological Opinion and condition number 1 on pages 139-140 of the COMMISSION DECISION.

NOW THEREFORE, the parties agree as follows:

1. HABITAT MITIGATION AND ACQUISITION PLAN.

Attached as Exhibit 2 is the Habitat Mitigation and Acquisition plan (the "HMA Plan"), which has been reviewed and approved by CDFG.

2. LUZ'S OBLIGATION TO PERFORM HMA PLAN.

a. Luz hereby covenants and agrees to perform, or guarantee the performance of, the HMA Plan as and when required under its terms.

b. Without limiting the generality of the foregoing and without restricting the terms of the HMA Plan, Luz agrees to obtain fee title or conservation interests in 1,680 acres of real property so as to ensure the ongoing restoration and preservation of the lands containing species adversely affected by the Project. Such interests shall be of a nature approved by the CDFG.

c. Luz will convey those lands to the CDFG or an agent designated by the CDFG within the time required for performance of the HMA Plan.

d. Luz shall fully perform the HMA Plan within eighteen (18 months) of the signing of this Agreement. No extension of time shall be granted without the written consent of CDFG.

3. ENDOWMENT

a. Luz agrees to establish an endowment of not less than one hundred fifty thousand (\$150,000) at the time of the signing of this Agreement.

b. The principal of such endowment shall be held for the purposes of conservation, preservation, restoration and maintenance of the acquired lands and those species adversely affected by the Project. Income from such endowment shall be available to CDFG on an annual basis for the above purposes. The principal shall not be drawn down or expended unless CDFG finds on the basis of scientific evidence that the continued existence of the species will be threatened without expenditure of the principal amount.

c. To establish the endowment, Luz shall deliver such funds to:

Accounting Officer
Department of Fish and Game
Fiscal and Administration Services Branch
1416 9th Street, 12th Floor
Sacramento, California 95814

In making such delivery of funds, Luz shall identify the funds for deposit into the Special Deposit Fund Trust Account, entitled Habitat Mitigation Endowment Account.

4. BEST EFFORTS. Luz further agrees to use its best efforts to perform the obligations set forth in paragraph 1 in accordance with

the HMA Plan. Notwithstanding Luz's promise to use its best efforts in the implementation of the HMA Plan, Luz covenants to strictly perform its promise to acquire 1,680 acres of real property which in the opinion of CDFG are adequate to mitigate adverse biological impacts associated with the Project.

5. FENCING SECURITY

a. The Property shall be fenced and posted by Luz (or its subcontractors) according to the HMA Plan.

b. Luz shall establish a Fencing Security Account in the amount of seventy-two thousand dollars (\$72,000) for the purpose of securing the construction of fencing. Such funds shall be transferred to CDFG upon the close of financing of Luz's SEGS X project according to the escrow instructions attached herein as Exhibit 3.

c. To establish the Fencing Security Account, Luz shall deliver such funds to:

Accounting Officer
Department of Fish and Game
Fiscal Administration Services Branch
1416 9th Street, 12th Floor
Sacramento, California 95814

In making such delivery of funds, Luz shall identify the funds for deposit into the Special Deposit Fund Trust Account, entitled Fencing Security Account-Luz SEGS IX and X.

d. Upon completion of the fencing, Luz shall provide CDFG with a written request for the release of the security. CDFG shall release the funds to Luz within 30 days of such request.

e. As additional security, for the performance of its obligations under this Agreement, Luz shall not request the release of CDFG's interest in the Collateral described in paragraph 4a of the Habitat Mitigation And Acquisition Agreement by and between Luz Development and Finance Corporation, a California corporation, and Luz Industries Israel Ltd., an Israeli corporation and CDFG dated May 23, 1988 ("Collateral") until all of the following events have been completed:

- a.) All the 1,680 acres under this Agreement are acquired;
- b.) The maintenance of the Endowment is funded as provided in paragraph 3a; and
- c.) The Fencing Security account is funded as provided in paragraph 5b.

Upon the establishment of the Endowment account, the Fencing account and acquisition of all 1,680 acres required under this Agreement, the Collateral shall be released to Luz.

6. EVENT OF DEFAULT.

Upon information and belief that a default has occurred, CDFG shall notify Luz that a default has occurred, and give the reason therefor. Luz shall have fifteen (15) days to cure such default

before CDFG acts pursuant to paragraph 7. At the option of CDFG, the following shall constitute an Event of Default under this Agreement:

a. Luz or its agent has not acquired or conveyed real property interests acceptable to CDFG of 1,680 acres of habitat mitigation lands under the terms of the HMA Plan within eighteen (18) months after the date of this Agreement; or,

b. Luz or its agent has not established a fencing security account for the fencing of those 1,680 acres of real property as required in paragraph 5b; or,

c. Luz has not established an endowment account for the maintenance of the Property as required in paragraph 3a; or,

d. Luz has not complied with the terms of the Biological Opinion.

7. REMEDIES UPON DEFAULT.

Upon LUZ's failure to cure default declared under paragraph 6 within fifteen (15) days, CDFG shall have all rights with respect to the Collateral and fencing security and all remedies available at law or in equity.

8. CDFG COVENANTS, REPRESENTATIONS AND WARRANTIES.

CDFG hereby covenants, warrants and represents as follows:

a. This Agreement (which incorporates the CEC conditions of certification) reflects all of the environmental and habitat mitigation efforts for the Project to mitigate environmental impacts to rare or endangered species and CDFG has determined that such mitigation efforts are adequate; and,

b. CDFG or its designee shall hold title to and protect all lands conveyed under this Agreement solely for the purposes of conservation, preservation, restoration and maintenance of those species adversely impacted by the Project. This covenant shall run with the land and no use of such land shall be permitted by CDFG or any subsequent titleholder or assignee which is in conflict with the stated conservation purposes of this Agreement. If at any time in the future CDFG or any subsequent transferee uses or threatens to use lands for purposes not in conformance with the stated conservation purposes contained herein, the CEC, California Attorney General or third-party entities organized for conservation purposes have standing as interested parties in any proceeding affecting this Agreement.

c. CDFG shall record on each deed a statement that the lands described in the deed of record have been conveyed to the CDFG or its successor for conservation purposes related to mitigation of adverse impacts identified as part of the Project. Such land is conveyed subject to such covenants and restrictions or transfer and

use contained in this Agreement and the HMA Plan which is intended to bind grantee, CDFG and all subsequent grantees. The grantee shall cause this statement to be recorded with the deed of any subsequent transfer.

9. FORCE MAJEURE.

Luz will not be responsible for any delays, defaults or other violations or breaches caused by circumstances outside the contemplation of the parties hereto, including, without limitation, acts of God and acts of public agencies and their agents and employees.

10. NOTICES.

All notices and other communications required or permitted to be given or delivered pursuant to this Agreement shall be in writing, shall be delivered personally, by courier or telecopy or sent by certified mail, postage prepaid and return receipt requested, directed to the party at the address next to its signature hereon or such other address as may be designated by such party in accordance with this paragraph. All such notices or transmittals shall be deemed delivered upon the earlier of actual receipt or three days after posting by certified mail.

11. ENTIRE AGREEMENT.

This Agreement incorporates the CEC's conditions of certification and this Agreement together with the exhibits hereto constitute the entire agreement and understanding between the CDFG

and Luz concerning the mitigation efforts required of Luz for the Project. This Agreement supersedes all prior and contemporaneous agreements, representations or understandings of the parties, if any, whether oral or written. This Agreement cannot be amended or modified in any way except by a written instrument duly executed by Luz and CDFG.

12. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the State of California.

13. BENEFIT OF AGREEMENT.

This Agreement is solely for the benefit of the people of the State of California by and through CDFG or its designated representative and for no other person, firm, entity or third party.

14. FURTHER ACTIONS.

From time to time hereafter, Luz and CDFG shall execute such instruments and other documents and take such other actions, upon the request of the other, as may be necessary to carry out the intent of this Agreement.

15. EFFECTIVE DATE.

This Agreement shall be immediately effective upon execution by both Luz and CDFG.

DEPARTMENT OF FISH AND GAME
OF THE STATE OF CALIFORNIA

Address: 1416 Ninth Street
Sacramento, CA 95814

By: A E Naylor
Title: Asst. Director, Authorized Representative
Date: 12-5-90

LUZ DEVELOPMENT AND FINANCE CORPORATION

Address: 924 Westwood Boulevard, Suite 1000
Los Angeles, CA 90024

By: Wey Summit
Title: VICE-PRESIDENT, Authorized Representative
Date: 12-5-90

Approved as to form:

Eugene V. Toffoli
Eugene V. Toffoli
Legal Advisor

ldfns\ns123

Exhibit 2

HABITAT MITIGATION AND ACQUISITION PLAN

SEGS IX AND X

(HMA Plan)

1. INCORPORATION OF CEC CONDITIONS.

This HMA Plan expressly incorporates the conditions of certification which apply to the Project as set forth at pages 139-147 of the COMMISSION DECISION, Luz SEGS IX & X PROJECTS (HARPER LAKE), Docket No. 89-AFC-1.

2. LAND ACQUISITION AND TRANSFER

a. Luz covenants and agrees to acquire and transfer to the State of California one thousand six hundred eighty (1,680) acres of land for the purposes expressed in this Agreement.

b. Prior to completing the purchase and sale of lands under this Agreement Luz shall obtain approval from the CDFG. Specifically, Luz shall complete and deliver to CDFG a Proposed Land For Acquisition Form (PLFAF). The PLFAF is attached hereto as Attachment A. It may be photocopied as needed and sent by facsimile or first -class mail to the following person, or his/her designee:

Land Energy Project Coordinator (LEPC)

Environmental Services Division

Department of Fish and Game

1416 9th Street

Sacramento, California 95814

Facsimile: (916) 324-8553

Upon receipt of a PLFAF, the LEPC shall ensure that the lands proposed for acquisition meet the requirements for this Agreement and the CEC conditions of certification. He shall promptly notify Luz's authorized representative whether or not such lands meet required conditions by returning the PLFAF as "APPROVED" or "REJECTED"(along with the reasons therefor) via facsimile or first class mail, but no later than thirty (30) working days after receipt of the PLFAF from Luz.

c. Luz covenants and agrees to acquire and transfer 1,680 acres from the sections of land shown on Attachment B according to the priority indicated in each schedule. Luz must use best efforts to acquire lands from Schedule A first. If Luz demonstrates to the reasonable satisfaction of CDFG that such acquisition is impracticable, Luz may instead acquire land from Schedule B. Acquisition from these schedules is presumed acceptable to CDFG, but CDFG reserves the right to reject lands from either schedule if subsequent events render such lands unsuitable for the purposes of this Agreement.

d. If Luz is unable to acquire lands from either Schedule A or Schedule B, Luz may acquire other lands suitable under the terms of this Agreement. Additionally, Luz must submit, along with delivery of the PLFAF, the reasons for Luz's inability to acquire lands from either schedule. CDFG shall notify Luz of the suitability of these

substitute lands within thirty (30) days of Luz's submittal.

e. Luz agrees to prepare the title documents for submission to CDFG, and CDFG reserves the right to approve title of all lands prior to transfer to CDFG. Any third party retention of mineral rights, such that the conservation purposes of this Agreement may in CDFG's opinion be impaired, is sufficient grounds to reject such lands or withhold approval until such title deficiency is cured.

f. Upon approval by the CDFG, Luz shall complete the purchase and sale of such lands and effectuate their transfer to CDFG.

g. All transactional costs of the land purchases and property surveys shall be borne by Luz, including but not limited to, title policy costs, and the administrative costs of the Office of Real Estate and Design Services.

3.FENCING REQUIREMENT

Lands under the HMA Plan shall be fenced and posted according to CDFG specifications.

a. Luz covenants and agrees to fence and post, or to subcontract for the fencing and posting of the 1,680 acres of land to be acquired under the HMA Plan, or at the agreement by both Luz and CDFG to provide and install twelve (12) miles (63,360 linear feet) of fencing.

b. Fencing and posting shall be completed to the satisfaction of CDFG's authorized representative.

c. To the extent practicable, lands acquired under this Agreement must be fenced within six (6) months of acquisition, unless extended in writing by the CDFG representative.

Attachment A to EXHIBIT 1PROPOSED LANDS FOR ACQUISITION FORM (PLFAF)
Luz SEGS IX & X

Date: _____

TO: Land Energy Project Coordinator (LEPC)
 Environmental Services Division
 Department of Fish and Game
 1416 9th Street
 Sacramento, California 95814
 Facsimile: (916) 324-8553

FROM: _____

Facsimile: _____

Luz proposes that the following parcel of land be considered for approval by DFG as suitable for purposes of mitigation of the adverse environmental impacts of the Project:

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Number of Acres</u>
_____	_____	_____	_____

Current Legal Owner(s)

Please check one:

This parcel is listed on Schedule A _____

This parcel is listed on Schedule B _____

This parcel is not listed on either schedule _____

Explanation: _____

APPROVED _____ By: _____ DATE: _____

REJECTED _____

Region 5

Explanation: _____

APPROVED _____ By: _____ DATE: _____

REJECTED _____

Environmental Services Division, Sacramento

Explanation: _____

ATTACHMENT B TO EXHIBIT 1Schedule A

<u>Priority</u>	<u>Section</u>	<u>Portion</u>
1	35 T12N, R6W	Entire
2	5 T11N, R6W	Entire
3	3 T11N, R6W	Entire
4	11 T11N, R6W	Entire
5	21 T11N, R6W	Entire
6	35 T11N, R6W	Entire
7	36 T11N, R6W	Entire
8	25 T11N, R6W	Entire
9	1 T11N, R6W	Entire
10	7 T11N, R5W	Entire
11	5 T11N, R5W	Entire
12	31 T12N, R5W	Entire

Schedule B

<u>Priority</u>	<u>Section</u>	<u>Portion</u>
1	36 T32S, R42E	Entire
2	31 T32S, R43E	Entire
3	33 T12N, R5W	Entire
4	3 T11N, R5W	Entire
5	9 T11N, R5W	Entire
6	10 T11N, R5W	Entire

EXHIBIT 3

12-05-90 03:14 PM FROM CA DEPT. FISH/GAME

P03

DISBURSEMENT DIRECTIONS

TO: Manufacturers Hanover Trust Company of California
50 California Street, 10th Floor
San Francisco, California 94111

SUBJECT: Disbursement of Funds from SEGS X Escrow (the "Escrow")

1. The undersigned, Luz Development and Finance Corporation ("LDF"), a California corporation, is entitled to disbursement of funds from the above-referenced Escrow according to the Escrow Agreement. Such funds are to be disbursed periodically upon occurrence of certain events. You are hereby directed to pay in full to the party specified below an amount not to exceed \$276,000 from the first disbursement of funds payable to LDF under the Escrow agreement upon close of permanent financing.

Notify: Maria Reed, Accounting Officer

Name of Party: Department of Fish and Game of the
State of California, Fiscal and Administration
(CDFG)
1416 Ninth Street, 12th Floor
Sacramento, California 95814

Wire Transfer: Bank of America - Main Office/Sacramento

ABA #: 121000358

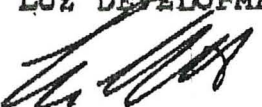
Account #: 04182-80005

Re: Funding Account - SEGS III - X

2. The balance of any disbursements to which LDF is entitled contemporaneous with or after the disbursements made by you referred to in Paragraph 1 above are to be disbursed to LDF as appropriate, pursuant to separate instructions.
3. This direction is irrevocable without the consent of CDFG executed by any one of the authorized signatories designated by CDFG in writing to you.

Dated: December 5, 1990

LUZ DEVELOPMENT AND FINANCE CORPORATION


Eric Wills
Vice President

Certificate Of Completion

Envelope Id: E715B2555C0049D3B9F0E4053D9A6906

Status: Completed

Subject: Please DocuSign: 2081-2021-091-06_Execution_Letter.docx.pdf, 2081-2021-091-06 Figure 1.pdf, 208...

Use Case ID:

Source Envelope:

Document Pages: 60

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Katrina Banda

AutoNav: Enabled

1700 9th Street

Envelope Stamping: Enabled

12th Floor

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Sacramento, CA 95811

Katrina.Banda@wildlife.ca.gov

IP Address: 208.87.233.201

Record Tracking

Status: Original

Holder: Katrina Banda

Location: DocuSign

9/7/2022 1:04:35 PM

Katrina.Banda@wildlife.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: California Department of Fish and Wildlife

Location: DocuSign

Signer Events

Kevin Martin

kmartin@terra-gen.com

Sr Director of Env Permitting

Terra Gen Development Company

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



D5694ADC03741A...

Signature Adoption: Pre-selected Style

Using IP Address: 216.147.122.110

Timestamp

Sent: 9/7/2022 1:13:08 PM

Viewed: 9/7/2022 1:28:12 PM

Signed: 9/7/2022 3:08:23 PM

Electronic Record and Signature Disclosure:

Accepted: 9/7/2022 1:28:12 PM

ID: e6873899-055f-4326-8e58-2662a28503ca

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/7/2022 1:13:08 PM

Certified Delivered

Security Checked

9/7/2022 1:28:12 PM

Signing Complete

Security Checked

9/7/2022 3:08:23 PM

Completed

Security Checked

9/7/2022 3:08:23 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, California Department of Fish and Wildlife (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact California Department of Fish and Wildlife:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: privacy@wildlife.ca.gov

To advise California Department of Fish and Wildlife of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at privacy@wildlife.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from California Department of Fish and Wildlife

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to privacy@wildlife.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with California Department of Fish and Wildlife

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to privacy@wildlife.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify California Department of Fish and Wildlife as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by California Department of Fish and Wildlife during the course of your relationship with California Department of Fish and Wildlife.