

Real Estate License Agreement (No. BP 15-034)

IRREVOCABLE LICENSE AGREEMENT
FOR GEN-TIE LINE
Springbok Solar Farm 3 Project

This IRREVOCABLE LICENSE AGREEMENT FOR GEN-TIE LINE (this "License Agreement") is entered into as of _____, 2016 (for identification purposes) between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its DEPARTMENT OF WATER AND POWER ("Licensor", and sometimes hereinafter referred to as "LADWP"), and 64KT 8ME LLC, a Delaware liability company, whose address is 111 Woodmere Rd., Suite 250, Folsom, CA 95630 ("Licensee"), and its successors and assigns.

Licensor hereby grants to Licensee, for the License Term (as defined below), the non-exclusive right to use the following real property (the "Licensed Area"):

The real property more particularly described on Exhibit A (the "Licensed Area") for certain transmission line facilities consisting of one 230kv line upon, over, under, across, and along the Licensed Area, for the following rights and uses: the right to develop, construct, erect, install, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add to, improve, relocate, and remove, in, upon, under, across, and within the Licensed Area, at any time and from time to time, above-ground electric, telecommunication and data lines, consisting of one or more pole lines and electric lines, wires, cables, and communication circuits, with necessary and convenient foundations, conduits, pullboxes, guy wires and anchors, insulators, cross arms, and other underground and above-ground fixtures, appliances, and appurtenances connected therewith (collectively, the "Facilities"), necessary or convenient for the construction, operation, regulation, control, grounding, and maintenance of electric lines and communication circuits, for the purpose of transmitting electric energy to the LADWP's Beacon Switching Station for distribution in accordance with the Large Generator Interconnection Agreement to be entered by and between Licensor and Licensee.

The Licensed Area is shown on the drawings marked Exhibit A attached hereto and made a part hereof. An initial plan for the Facilities is shown on Exhibit B attached hereto and made a part hereof. The installation of any Facilities shall be subject to the prior written consent of the LADWP.

The Licensed Area is owned by the City of Los Angeles and is under the jurisdiction and control of LADWP. The license rights granted under this License Agreement includes such non-exclusive rights of access and rights of way, as Licensee may reasonably require and as Licensor shall have the right to reasonably designate to access and use the Licensed Area for the purposes set forth herein.

The gross area of the Facilities Licensed Area is approximately 866,723 square feet. LADWP finds that: (1) the Licensed Area is not presently needed for LADWP purposes; and (2) the grant of this License Agreement for non-

exclusive use will not interfere with LADWP purposes. The parties may, from time to time upon mutual agreement in writing (and prior to the completion of the installation of the Facilities, modify the legal description of the Licensed Area attached hereto for their convenience.

This License Agreement is entered into in partial consideration of the Licensor's purchase of electric energy from a solar photovoltaic facility owned by Licensee ("Generating Facility") through the Power Purchase Agreement by and between the Southern California Public Power Authority ("SCPPA") and Licensee, dated as of December 17, 2015, (as amended, modified or supplemented from time to time, the "PPA"), which electric energy is passed through to Licensor in accordance with that certain Solar Project Power Sales Agreement between LADWP and SCPPA, date as of December 17, 2015, LADWP No. BP 15-032 (as amended, modified or supplemented from time to time, the "PSA"). Capitalized terms not defined in this License Agreement shall have the meanings set forth in the PSA.

THE FOREGOING GRANT is given upon and subject to the following terms and conditions:

1. Licensee Rights Subordinate. The rights granted to Licensee pursuant to this License Agreement are subordinate to the prior and paramount right of Licensor (including without limitation its third party lessee(s), permittee(s) and licensee(s)) to use the Licensed Area (and any additional real property owned by Licensor surrounding the Licensed Area) for the public purposes to which it now is and may, at the option of Licensor, be devoted, provided such uses do not conflict in any material and adverse manner with the rights granted to Licensee hereunder. Licensee undertakes and agrees to use the Licensed Area and to exercise its rights granted under this License Agreement jointly with Licensor and other third parties authorized by Licensor, and will at all times exercise the rights herein granted in such manner as will not interfere with the full use and enjoyment of the Licensed Area by Licensor. Licensor shall use the Licensed Area and exercise its rights with respect to the Licensed Area jointly with Licensee, and will at all times use the Licensed Area and exercise its rights with respect thereto in such manner as will not interfere with the full use and enjoyment of the Licensed Area by Licensee, except as otherwise provided in this License Agreement. Licensee expressly acknowledges that, pursuant to that certain Real Estate License Agreement No. BP-14-016 (as may be amended or modified from time to time), Licensor has also licensed the use of the Licensed Area for the Facilities to 62SK 8ME LLC for the particular purposes set forth therein. Licensee also expressly acknowledges that, pursuant to that certain Real Estate License Agreement No. BP-15-010 (as may be amended or modified from time to time), Licensor has also licensed the use of the Licensed Area for the Facilities to 63SU 8ME LLC for the particular purposes set forth therein.

2. Licensor Title. Licensee hereby acknowledges title in the City of Los Angeles, a municipal corporation, and said LADWP in said real property, and agrees never to assail or resist the same, and further agrees that Licensee's use and occupancy of said Licensed Area shall be referable solely to the permission herein given.

3. Term, License to Construct and Option to Extend.

a. **Construction Period.** Commencing on the Effective Date of the PSA and ending on the earlier of (i) eighteen (18) months later or (ii) the Commercial Operation Date as defined in the PPA (the "**Construction Period**"), Licensee shall be permitted at Licensee's sole cost, expense and risk to construct the Facilities. Licensee acknowledges and agrees that regardless of the manner or duration of use of the Licensed Area by Licensee during the Construction Period, and regardless of the permanent character of any improvements, works or structures constructed or installed therein or thereon by Licensee, if the License Term has not begun by December 31, 2016, Licensor in its sole and absolute discretion may terminate this License Agreement and may at Licensor's election take possession of any improvements made by Licensee on the Licensed Area or require Licensee to remove all improvements made by Licensee and restore the Licensed Area to the condition it was in as of the date of this License Agreement in accordance with Section 8 below.

b. **License Term.** The term of this License Agreement shall commence on the Commercial Operation Date as defined in the PPA (the "**Commencement Date**") and shall end on the date that is Thirty (30) years after the Commencement Date (the "**License Term**"). Licensee may terminate this License Agreement at any time before the Commencement Date by providing Licensor with prior written notice thereof.

c. **Option to Extend.** Provided Licensee is in compliance with and is not in default (beyond any applicable cure period) under this License Agreement and this License Agreement has not been terminated due to a default under this License Agreement, Licensor hereby grants to Licensee one (1) option ("**Option**") to extend the License Term of this License Agreement for an additional period of time that will make the total term (including both the License Term and the Option Term under this License Agreement) equal to Thirty-five (35) years (the "**Option Term**"). For purposes of clarification, the Option Term shall end no later than 35 years after the Commencement Date. The Option must be exercised, if at all, by written notice (the "**Option Notice**") delivered by Licensee to Licensor not later than nine (9) months prior to the end of the License Term. Further, this Option shall not be deemed to be properly exercised if, as of the date of the Option Notice or at the end of the initial License Term, Licensee is in default (beyond all applicable cure periods) under this License Agreement. Provided Licensee has properly and timely exercised the Option, the initial License Term shall be extended by the Option Term, and all terms, covenants and conditions of this License Agreement shall remain unmodified and in full force and effect, except that the License Fee shall be modified as set forth in Section 4.b. below.

4. **License Fees.** Licensee shall pay to Licensor the following fees as further consideration for the licenses and related rights granted hereunder (the "**License Fee**")

a. **License Fee During Construction Period and License Term.** This License Agreement is entered into in partial consideration of and to facilitate the Licensor's purchase of electric energy from Licensee through the PPA and the PSA. As such, the License Fee payable hereunder during the License Term is included in the consideration from time to time paid by Licensee under the PPA and the PSA and no further consideration is payable

hereunder. Notwithstanding the foregoing, (a) every five (5) years during the License Term, Licensor and Licensee shall discuss potential adjustments to the License Fee, provided that the License Fee shall be adjusted only if the economic terms of the PPA, the PSA and this License Agreement have materially changed since the date of the last discussion of potential adjustments or the Commencement Date (if there have been no prior potential adjustment meetings) and (b) if the PSA and PPA are terminated during the License Term, the License Fee shall be adjusted in accordance with Section 4(b) below. The License Fee, if any, payable pursuant to this Section 4(a) shall be paid in equal quarterly installments, in advance, on or before the fifth (5th) day of each calendar quarter during the License Term and shall be prorated for any partial calendar quarter based upon the actual number of days in such quarter.

b. **License Fee Following Termination of the PSA and PPA.** If the PSA and PPA terminate during the License Term, the License Fee shall be adjusted, effective as of the first calendar quarter following the month during which such termination occurred (the "Termination Month") to an amount equal to the then-prevailing Fair Market License Value of the Licensed Area as determined in accordance with Section 4(d). Thereafter, for the duration of the License Term, the License Fee shall be recalculated effective as of the first day of each five (5) year period of the License Term to equal the then-prevailing Fair Market License Value as determined in accordance with Section 4(d). Within thirty (30) days following the date on which the parties agree upon the amount of the License Fee, Licensee shall pay to Licensor the License Fee accrued during the period commencing on the first day of the month following the Termination Month and ending on the last day of the calendar quarter in which the License Fee is determined. Thereafter, Licensee shall pay to Licensor the License Fee payable under this Section 4(b) in equal quarterly installments, in advance, on or before the fifth (5th) day of each calendar quarter during the License Term. The License Fee payable in any partial calendar quarter shall be prorated based upon the actual number of days in such calendar quarter.

c. **License Fee During the Option Term.** The License Fee shall be adjusted, effective as of the first day of the Option Term, to the then-prevailing Fair Market License Value of the Licensed Area as determined in accordance with Section 4(d). Thereafter, for the duration of the Option Term, the License Fee shall be recalculated effective as of the first day of each five (5) year period of the Option Term to equal the then-prevailing Fair Market License Value of the Licensed Area at such time in accordance with Section 4(d). The License Fee payable pursuant to this Section 4(c) shall be paid in equal quarterly installments, in advance, on or before the fifth (5th) day of each calendar quarter commencing in the calendar quarter in which the first month of the Option Term occurs. The License Fee payable in any partial calendar quarter shall be prorated based upon the actual number of days in such calendar quarter.

d. **Calculation of License Fee Following Termination of the PSA or During the Option Term.** As used herein, "Fair Market License Value" shall mean the projected prevailing license rate as of the date of calculation specified in Section 4(b) or 4(c), as applicable, for a similar use to the uses of the Licensed Area permitted hereunder of real property situated in a similar location to the Licensed Area under similar circumstances, including, among others, a non-exclusive right shared among multiple users to use the Facilities on the Licensed Area. Licensor shall use commercially reasonable efforts to provide written notice of such amount not later than (a) six (6)

months prior to the expiration of the initial License Term or the applicable five (5) year period of the Option Term, as applicable or (b) six (6) months after the expiration of the PSA, if the PSA expires during the License Term. Licensee shall have fifteen (15) days ("Licensee's Review Period") after receipt of Licensor's notice of the Fair Market License Value to accept Licensor's determination of the Fair Market License Value or to reasonably object thereto in writing. In the event Licensee objects to the Fair Market License Value submitted by Licensor, Licensor and Licensee shall attempt in good faith to agree upon such Fair Market License Value using their best good faith efforts.

If Licensor and Licensee fail to reach agreement on such Fair License Value within thirty (30) days following Licensee's Review Period (the "Outside Agreement Date"), then each party's determination shall be submitted for decision as follows:

(i) Licensor and Licensee shall each appoint one California Certified General Real Estate appraiser. The determination of the appraisers shall be limited solely to the issue of whether Licensor's or Licensee's submitted Fair Market License Value for the Licensed Area is closer to the actual Fair Market License Value for the Licensed Area determined by the appraisers, taking into account the requirements of this Section. Each such appraiser shall be appointed within thirty (30) days after the Outside Agreement Date.

(ii) The two appraisers so appointed shall within fifteen (15) days of the date of the appointment of the last appointed appraiser agree upon and appoint a third appraiser who shall be qualified under the same criteria as set forth hereinabove for qualification of the initial two appraisers.

(iii) The three appraisers shall within thirty (30) days of the appointment of the third appraiser reach a decision as to whether the parties shall use Licensor's or Licensee's submitted Fair Market License Value or some other Fair Market License Value in between the Fair Market License Value submitted by Licensor and the Fair Market License Value submitted by Licensee, and shall notify Licensor and Licensee thereof.

(iv) The decision of the majority of the three appraisers shall be binding upon Licensor and Licensee. The cost of the three appraisers shall be paid by Licensor and Licensee equally.

5. Payments.

a. All payments due under this License Agreement, shall reference DWP File BP 15-034, and be sent to the following address:

Department of Water and Power
Attention General Accounting, I.C. Section
P. O. Box 51212 - Room 434
Los Angeles, California 90051-0100

b. If Licensee fails to pay any amount due under this License Agreement in full within thirty (30) days after Licensee receives notice of

delinquency, Licensee is in default and Licensor may terminate this License Agreement. In such event, Licensee shall pay Licensor a late charge of 10 percent of the amount due under this License Agreement, plus interest on all overdue amounts at a rate of 10 percent per annum. By this provision, Licensor does not waive the right to insist on payment of any amount due under this License Agreement in full on the day it is due.

c. If any check offered by Licensee in payment of any amount due under this License Agreement is returned for any reason other than that caused by Licensor's negligence, Licensee shall pay to Licensor a check-return processing charge in the amount of \$50.

6. Notices. Except as otherwise expressly provided in this License Agreement, all notices pursuant to this License Agreement shall be in writing and shall be sent or delivered to the following:

To Licensor:

Los Angeles Department of Water and Power
Real Estate Section
P.O. Box 51111, Room 1031
Los Angeles, California 90051-0100

with a copy to:

Los Angeles Department of Water and Power
P.O. Box 51111, Room 968
Los Angeles, California 90051-0100
Attention: Randolph Krager

To Licensee:

64KT 8ME LLC
c/o 8minutenergy Renewables
111 Woodmere Rd., Suite 250
Folsom, CA 95630

Any notice or demand required shall be given (a) personally, (b) by certified, registered mail, postage prepaid; or return receipt requested, (c) by confirmed fax, or (d) by reliable messenger or overnight courier to the address of the respective parties set forth above. Any notice served personally shall be deemed delivered on the date of receipt as shown on the received facsimile, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) working days after deposit in the United States Mail. Licensor and/or Licensee may from time to time designate any other address or addressee or additional addresses for this purpose by written notice to the other party.

7. Irrevocable License. This License Agreement and the rights granted to Licensee herein are not revocable by Licensor during the License Term and may only be terminated as provided in this License Agreement.

8. Expiration or Termination. Upon the expiration or earlier termination of this License Agreement, Licensee shall peaceably and quietly leave, surrender, and return the Licensed Area to Licensor. Licensee agrees and hereby covenants to dismantle and remove all Facilities during the Decommissioning Period (defined below), and shall restore the Licensed Area to a condition, to the extent practical, and generally consistent with the conditions that existed immediately prior to the commencement of construction of the Facilities (including, without limitation, Licensee shall remove all Facilities, restore all compacted soil to the condition in which it existed immediately prior to the commencement of construction of the Facilities, except any improvements that have been publicly dedicated and/or accepted by Licensor in its sole and absolute discretion; and Licensee shall have a continuing license to enter the Licensed Area for such purposes during the Decommissioning Period. As used herein, the "Decommissioning Period" means that later of (i) six (6) months after the date of expiration or termination of this License Agreement, or (ii) six (6) months after the date of expiration or termination of any other license agreement between Licensor and a licensee with an electric generating facility using the same Facilities as Licensee on the Licensed Area. This obligation shall survive the termination of this License Agreement.

Upon expiration of the Decommissioning Period, Licensor will expeditiously conduct an inspection of the Licensed Area to determine (in Licensor's reasonable discretion) if restoration has been completed by Licensee. If Licensor determines (in Licensor's reasonable discretion) that restoration has not been completed upon expiration of the License Term or other termination of this License Agreement, Licensor may restore the Licensed Area to substantially the same condition as existed immediately prior to Licensee's use thereof, entirely at the risk and expense of the Licensee. Licensor will bill the Licensee and Licensee shall promptly pay Licensor for the restoration costs.

9. No Holding Over. In the event Licensee continues using or accessing the Licensed Area after the Decommissioning Period, whether with the consent of the Licensor or without the consent of the Licensor, Licensee shall become a licensee from month to month only and Licensee shall pay to Licensor the Fair Market License Value for so long as such month to month license shall continue and such month to month license shall be subject to every other provision contained herein and such license shall continue unless terminated by Licensor or Licensee giving the other at last thirty (30) days' prior written notice of the intention to terminate such access or use by Licensee. The foregoing provisions of this Section are in addition to and do not affect the right of re-entry or any right of Licensor hereunder or as otherwise provided by law, and in no way shall such provision affect any right which the Licensor may have to recover damages from Licensee for loss or liability incurred by Licensor resulting from such failure or refusal of Licensee to surrender and vacate the Licensed Area. Nothing contained in this Section shall be construed as consent by Licensor to any holding over by Licensee and Licensor expressly reserves the right to prohibit access and use of the Licensed Area by Licensee as provided in this License Agreement upon the expiration or other termination of this License Agreement. In all other respects, the use and access shall be governed by the provisions of this License Agreement.

10. Compliance with Law. All work completed pursuant to the terms of this License Agreement shall be completed in accordance with the terms and conditions specified in any ordinances, statutes, permits, and regulations

governing such instances; and the provisions of such ordinances, statutes, permits, and regulations are, by reference, made a part hereof as though incorporated verbatim herein.

11. Indemnification.

a. Licensee has inspected the Licensed Area, knows the condition thereof, and on behalf of itself and its successors, assigns, and sub-licensees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and, at the option of the Licensor, defend by counsel satisfactory to the Licensor, the Indemnitees from and against any and all liens and claims of liens, suits, causes of action, claims, administrative proceedings, charges, damages (including but not limited to indirect, consequential, and incidental damages), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees for death, bodily injury or personal injury to any person, including but not limited to Licensee's employees, customers, invitees and agents, or persons who enter onto the premises, or damage or destruction of any property of either party hereto, or third persons in any manner arising by reason of, incidental to, or connected in any manner to: 1) this License Agreement; 2) the Licensed Area; or 3) the acts or omissions of Licensee or its employees, contractors, agents, or invitees, covered under this License Agreement; provided, however, that this indemnity will not apply to the extent of any active negligence or willful misconduct of any Indemnitee or any third party lessee(s), permittee(s) or licensee(s) of any Indemnitee. This indemnity shall apply whether occurring during the term of this License Agreement and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this License Agreement.

Notwithstanding the foregoing, Licensee shall have no liability for any damages (whether actual, indirect, consequential, incidental or otherwise) to Licensor or Licensor's licensee(s) and/or lessee(s) arising solely from the physical location of the Facilities (such as shadows cast by poles and the like) within the Licensed Area or, if relocation of the Facilities is required pursuant to Section 24, in any other location designated by Licensor.

b. Licensee on behalf of itself and its successors, assigns, and sub-Licensees further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Licensor, defend by counsel satisfactory to the Licensor, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, administrative proceedings, charges, damages, demands, judgments, civil fines, penalties, (including but not limited to costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted

against the Indemnitees, for death, bodily injury or personal injury to any person, including Licensee employees and agents, or damage or destruction of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Licensee of any term and/or condition of this contract, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Licensee or its personnel with respect to the Licensed Area/property covered under this License Agreement, on the part of the Licensee, or the Licensee officers, agents, invitees, employees, or sub-Licensee of any tier; provided, however, that this indemnity will not apply to the extent of any active negligence or willful misconduct of any Indemnitee or any third party lessee(s), permittee(s) or licensee(s) of any Indemnitee. This indemnity shall apply whether occurring during the term of this contract and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this License Agreement.

12. Assumption of Risk. To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property arising out of Licensee's use of the Licensed Area. Licensee's assumption of risk shall not include loss or damage caused by the active negligence or willful misconduct by Licensor or any third party lessee(s), permittee(s) or licensee(s) of Licensor and except therefore, shall include, without limitation, loss or damage caused by any condition of Licensor's property, including without limitation electrical transmission lines and associated structures and equipment, accident or fire or other casualty on the Licensed Area, or electrical discharge, on or near the Licensed Area. Licensee, as a material part of the consideration for this License Agreement, hereby waives all claims and demands against Licensor for any such loss, damage or injury of Licensee and/or its Personnel, except if caused by the active negligence or willful misconduct of Licensor. In that connection, Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this Section shall survive the termination of this License Agreement.

13. Facilities; Work on Licensed Area.

a. The installation and maintenance of any and all Facilities shall be at Licensee's sole cost and expense. Licensee shall retain title and responsibility for all Facilities during the Construction Period and License Term. All Facilities must be at all times in compliance with all applicable laws. Licensee shall neither hold Licensor liable for nor seek indemnity from Licensor for any damage to the Facilities due to future construction or reconstruction resulting from the activities of any third party (other than a third party acting on behalf of Licensor). Licensor shall reimburse Licensee for any damage to the Facilities due to activities of Licensor. Licensor shall exercise due care in any such construction or reconstruction and shall

not materially interfere with Licensee's use of, or otherwise prevent Licensee from using the Facilities in the ordinary course of business, as provided in Section 24 below. Licensor shall notify Licensee of any pending construction by Licensor, its Lessee(s) licensee(s) and/or permittee(s) at least thirty (30) days prior to commencement of such construction to enable Licensee to protect its equipment and/or improvements.

b. Licensee shall pay for all materials placed upon, joined, or affixed to said Licensed Area by or at the instance of Licensee, shall pay in full all persons who perform labor upon said Licensed Area, at the instance of Licensee, and shall not cause or permit any liens of any kind or nature to be levied against said Licensed Area for any work completed or materials furnished thereon at the instance or request of Licensee. Licensee shall provide Licensor notice in writing of any liens levied against the Licensed Area. Licensee shall have 30 days to cause the removal of any such liens and if such liens are not removed, Licensor may pay any amount owed and cause their removal. Licensor shall bill the Licensee for the amount paid out by Licensor in removing such liens. Licensee shall have 30 days to repay the funds expended by Licensor necessary to remove such lien. Subject to the cure periods set forth in Section 32 hereof, failure to comply with the requirements of this section shall be considered a default and Licensor shall have the right but not the obligation to terminate this License Agreement. The exercise by Licensor of its right to terminate under this section shall not be construed as a waiver of any of its right to any other remedy or lawful action to recover funds paid by Licensor.

14. Assignment.

a. Except as hereinafter provided, this License Agreement shall not be assignable by Licensee, nor shall Licensee allow any other party to use the Licensed Area, without the prior written consent of Licensor, which consent may be given in Licensor's sole and absolute discretion.

b. Notwithstanding the foregoing, each of the following events (whether occurring in a single transaction or series of transactions) shall be deemed an assignment of this License Agreement and shall require Licensor's prior written consent, which consent shall not be unreasonably withheld or delayed: (1) any sale, assignment, issuance, transfer or change of fifty percent (50%) or more of the equity interests (whether stock, partnership interests, membership interests or otherwise) in Licensee or Upstream Equity Owner as defined in the PPA, or (2) any change in the power to direct the operations of Licensee or Upstream Equity Owner as defined in the PPA (including, without limitation, by a change in equity ownership, by contract, or by consolidation, merger, acquisition or reorganization).

c. In addition, notwithstanding the foregoing, Licensee shall be expressly permitted to assign or pledge this License Agreement without the prior written consent of Licensor (but upon ten (10) days' prior written notice to Licensor), to any party if the assignment or pledge of the PPA to such party is permitted or has been approved or consented to by SCPPA under the PPA and Licensor under the PSA. In the event Licensee has collaterally assigned or pledged this License Agreement to a lender or investor for purposes of financing the Facilities, then such lender or investor shall have the right, but not the obligation at its option, to cure or remedy any breach or default under this License Agreement in accordance with and within the times permitted in this License Agreement. Licensor further agrees to

execute commercially reasonable estoppel certificates(s) disclosing the status of this License Agreement to such lenders or investors. Licensor shall provide any Notices under this License Agreement to any such lenders or investors (provided Licensee has given Licensor the address for Notices to such lender or investor), shall accept any cure of any default of Licensee hereunder tendered by such lenders or investors, and shall recognize any lender or investor as "Licensee" hereunder who succeeds to the interest of Licensee.

d. The rights of Licensee hereunder shall inure to the benefit of Licensee and its successors, assigns, permittees, and licensees permitted hereunder (each, a "Permitted Successor and Assign" and, collectively, "Permitted Successors and Assigns"). The burdens of the rights contained in this License Agreement shall run with and against the Licensed Area during the License Term and shall be a charge and burden thereon for the duration of the License Term and shall be binding upon and against Licensor and its successors, assigns, permittees, licensees, lessees, employees, and agents. Neither an assignment or use of the Licensed Area by any person other than Licensee, nor the collection of rent by Licensor from any person other than Licensee, shall be deemed a waiver of any of the provisions of this Section or release Licensee from its obligation to comply with the provisions of this License Agreement.

e. No permitted assignment by Licensee shall be effective until there has been delivered to Licensor a fully executed counterpart of the assignment which expressly provides that the Permitted Successor and Assign will comply with all of the provisions of this License Agreement, and Licensor may enforce this License Agreement directly against such Permitted Successor and Assign. Any assignment in violation of this Section shall be void.

15. Prevailing Wages. For any construction, maintenance or decommissioning work on the Licensed Area:

a. To the extent applicable Licensee shall pay or cause to be paid to all workers employed in connection with any construction or maintenance of improvements on the Licensed Area, not less than the prevailing rates of wages, as provided in the statutes applicable to City public work contracts, including without limitation Sections 33423-33426 of the California Health and Safety Code and Sections 1770-1780 of the California Labor Code.

b. Licensee shall comply with or cause its general contractor and all subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et. seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010). In the event both State Prevailing wages and Davis-Bacon Act wages will be required, all works shall be paid at the higher of the two wages.

c. Prior to the commencement of construction of any improvements, and as soon as practicable in accordance with the applicable schedule of performance, Licensee shall contact Licensor to schedule a preconstruction orientation meeting with Licensee and with the general contractor to explain such matters as the specific rates of wages to be paid

to workers in connection with the construction of the improvements, preconstruction conference requirements, record keeping and reporting requirements necessary for the evaluation of Licensee's compliance with this Section.

d. Licensee shall monitor and enforce any applicable prevailing wage requirements imposed on its contractors and subcontractors, including withholding payments to those contractors or subcontractors who violate these requirements. In the event that Licensee fails to monitor or enforce these requirements against any contractor or subcontractor, Licensee shall be liable for the full amount of any underpayment of wages, plus costs and reasonable attorney's fees, as if Licensee was the actual employer, and Licensor or the State Department of Industrial Relations may withhold monies owed to Licensee, may impose penalties on Licensee in the amounts specified herein, may take action directly against the contractor or subcontractor as permitted by law, and/or may declare Licensee in default of this License Agreement and thereafter pursue any of the remedies available under this License Agreement.

e. Licensee agrees to include, or cause to be included, the above provisions in all bid specifications for work covered under this License Agreement.

f. Licensee shall indemnify, hold harmless and defend (with counsel reasonably acceptable to Licensor) Licensor against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Licensee, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq. and implementing regulations or comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the Facilities or any other work undertaken or in connection with the Licensed Area.

16. Insurance.

a. **Additional Insured Status Required.** Licensee shall procure at its own expense, and keep in effect at all times during the term of this Agreement, either self-insurance or the types and amounts of insurance specified on the attached Contract Insurance Requirement page, attached as Exhibit E hereto. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies be in a form acceptable to the LADWP Risk Manager and the Office of the City Attorney, include and insure City, its Department of Water and Power, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as additional insureds (except for Professional Liability and Workers' Compensation), against the area of risk described herein as respects Licensee's acts or omissions in its performance under this License Agreement, use and occupancy of the Licensed Area or other related functions performed by or on behalf of Licensee. Acceptance of the submitted evidence of insurance shall not be unreasonably withheld, conditioned or delayed. Such insurance shall not limit or qualify the liabilities and obligations of the Licensee assumed under the contract.

b. Severability of Interests and Cross Liability Required.

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverages) shall contain a Severability of Interest and Cross Liability clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Liability Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

c. Primary and Non-Contributory Insurance Required.

All such insurance shall be Primary and Noncontributing with any other insurance held by City's Department where liability arises out of or results from the acts or omissions of Licensee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Licensee. Any insurance carried by the Department which may be applicable shall be deemed to be excess insurance and the Licensee's insurance is primary for all purposes despite any conflicting provision in the Licensee's policies to the contrary.

d. Deductibles Subject to Department's Discretion.

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the Department (hereinafter referred to as "Risk Manager"). The Department shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department of Water and Power, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Licensee in its operations.

e. Proof of Insurance for Renewal or Extension Required.

At least ten (10) days prior to the expiration date of any of the policies required on the attached Contract Requirement page, documentation showing that the insurance coverage has been renewed or extended shall be filed with the Department. If such coverage is canceled or reduced in coverage, Licensee shall, within fifteen (15) days of such cancellation or reduction of coverage, file with the Department evidence that the required insurance has been reinstated or provided through another insurance company or companies.

f. Submission of Acceptable Proof of Insurance and Notice of Cancellation.

Licensee shall provide proof to the Department's Risk Manager of all specified insurance and related requirements either by production of the actual insurance policy(ies), by use of Department's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. Acceptance of the submitted evidence of insurance shall not be unreasonably withheld, conditioned or delayed. The documents evidencing all specified coverages shall be filed with the Department prior to Licensee beginning operations or occupying the premises hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Department of Water and Power, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) calendar days prior to the effective date

thereof. Licensee may provide the required notice consistent with the time frame specified herein. The notification shall be sent by registered mail to: Risk Management Section - Department of Water and Power, Post Office Box 51111, JFB Room 465, Los Angeles, California 90051-0100.

g. **Claims-Made Insurance Conditions.** Should any portion of the required insurance be on a "Claims Made" policy, the Licensee shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended three (3) years discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

h. **Failure to Maintain and Provide Proof as Cause for Termination.** Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the Department may immediately terminate or suspend the agreement if Licensee fails to deliver evidence that such insurance has been obtained within thirty (30) days following receipt of written notice of such deficiency.

i. **Sub-Contractor Compliance.** The Licensee shall be responsible for all Sub-Licensee's compliance with the insurance requirements.

j. **Periodic Right to Review/Update Insurance Requirements.** The Department and Licensee agree that the insurance policy limits specified on the attached Contract requirement page may be reviewed for adequacy annually throughout the term of this Agreement by the Risk Manager, who may thereafter require Licensee to adjust the amounts and types of insurance coverage however the Risk Manager deems to be adequate and necessary. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

k. **Specific Insurance Requirements.** See Exhibit E, "Contract Insurance Requirements."

17. **Possessory Interest Tax Disclosure.** Licensee, by executing this License Agreement and accepting the benefits hereof, understands that a property right pursuant to applicable ordinances and codes under tax law, may be created known as "possessory interest" and may be subject to property taxation. Licensee will be responsible for payment of any property taxes upon such right. Licensee herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided.

For information about a specific Possessory Interest assessment, please contact the Kern County Assessor's Office, 1115 Truxtun Avenue, Bakersfield, CA 93301, 661-868-3485.

18. **Non-exclusive License.** Licensee hereby acknowledges that this License Agreement grants a non-exclusive license right only. Licensee is hereby notified that facilities of Licensor or other lessees or licensees of Licensor may exist on the Licensed Area. Licensee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all such installations. Licensor and its licensees and lessees will take

reasonable precautions and actions to avoid infringement, interference, or damage to the Facilities.

19. Licensee Responsible for Personnel. Licensee shall be responsible for the training of its personnel and contractors under all applicable laws including, but not limited to, training with regard to the operation of equipment, and the handling and disposal of hazardous materials and wastes in connection with the permission herein given.

20. Hazardous Materials. During the Term of and upon termination of this License Agreement for whatever reason, Licensee shall be responsible, to the extent caused by or introduced onto the Licensed Area as a result of the use of the Licensed Area by Licensee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and reasonable attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all applicable federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Licensed Area, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 USCS §§9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 [42 USCS §§6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 USCS §§1251 et. seq.]; the Toxic Substances Control Act [15 USCS §§2601 et. seq.]; the Hazardous Materials Transportation Act [49 USCS §§1801 et. seq.]; the Federal Insecticide, Fungicide, and Rodenticide Act [7 USCS §§136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§6901 et. seq.]; the Clean Air Act [42 USCS §§7401 et. seq.]; the Safe Drinking Water Act [42 USCS §§300f et. seq.]; the Solid Waste Disposal Act [42 USCS §§6901 et. seq.]; the Surface Mining Control and Reclamation Act (30 USCS §§1201 et. seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et. seq.); the Occupational Safety and Health Act [29 USCS §§655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et. seq.]; the California Hazardous Substances Account Act (H&SC §§25300 et. seq.); the California Hazardous Waste Control Act [H&SC §§25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et. seq.); the Porter-Cologne Water Quality Act (Wat. C. §§13000 et. seq.) together with any amendments of, or regulations promulgated under the statutes cited above, and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Licensed Area, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of Licensor and to the extent required by any governmental body having jurisdiction thereover.

21. Facilities, Plans and Construction.

a. Exhibit B sets forth the tentative plans for the Facilities. Construction of the Facilities shall not commence until final design plans have been reviewed and approved in writing by Licensor's Civil Engineering Group, such approval not to be unreasonably withheld, conditioned, or delayed.

b. "As Constructed" drawings showing all plans and profiles of the Facilities shall be furnished to the Los Angeles Department of Water and Power, Attention: Manager of Real Estate, P.O. Box 51111, Room 1031, Los Angeles, California 90051-0100, within five days after completion of the Facilities.

c. Licensee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in Licensee's use of the Licensed Area.

d. At Licensee's expense, Licensee shall be responsible for obtaining all use permits and environmental impact reports required to develop and use the Licensed Area.

e. Exhibit F-1 sets forth the "Beacon Landform Structure Sensitivity Map" and Exhibit F-2 sets forth the Mitigation Measure Monitoring Program mitigation measures.

22. No Use of Licensed Area to Satisfy Entitlement Conditions.
Licensee shall not use the Licensed Area to satisfy any zoning demands, zoning variances, open space or parking requirements, and any other governmentally imposed conditions for building plans and permits.

23. Use, Operation and Maintenance.

a. Licensee shall be responsible for the operation and maintenance of the Facilities and any improvements placed by Licensee in, on or under the Licensed Area and is responsible for any operation and maintenance requirement, if any, related to the Facilities established by the PPA, the PSA, or the LGIA.

b. Licensee shall take all necessary measures to minimize disturbances to neighboring businesses or nearby residences and shall assume the responsibility of resolving any complaints/disputes from adjacent property owners or the public, arising out of Licensee's use and enjoyment of the Licensed Area. Any inquiries or complaints brought to the attention of Licensor shall be directed to Licensee.

c. Licensee must post and maintain on site the required signage, which includes but not limited to the following information, at a designated location approved by Licensor:

(i) Licensee's 24-hour contact name;

(ii) Licensee's 24-hour phone number; and

(iii) License Agreement Number.

d. Licensee shall not place any improvements within the Licensed Area except for those approved in writing by Licensor (such approval not to be unreasonably withheld, conditioned, or delayed) or shown on Exhibit B. Licensee shall obtain written approvals (such approvals not to be unreasonably withheld, conditioned, or delayed) for changes or additions to said Facilities prior to the construction of such changes or additions. Detailed drawings showing the proposed changes shall be submitted to LADWP's Real Estate Section within 60 days of the written approval. Licensor shall

sign and date the drawings, which will then become a part of the License. Unapproved equipment or improvements found on the Licensed Area may be considered a breach of the License and subject to corrective actions.

e. During construction of the Facilities, access across LADWP property to the Licensed Area shall be between the hours of 7:00 a.m. through 7:00 p.m., Monday through Friday and 8:00 a.m. through 5:00 p.m. on Saturdays.

f. During the term of this License Agreement, Licensee shall comply with Los Angeles Municipal Code Section 121, relating to water conservation as to the Licensed Area.

24. Relocation of Facilities. Licensor shall have a one-time right to require Licensee to relocate the Facilities if such relocation is determined by Licensor, in its commercially reasonable discretion, to be necessary to accommodate its operations or the operations of other licensees or lessees. If such relocation is required by Licensor solely to accommodate its own operations, Licensee shall be responsible to pay Licensor up to One Million Five Hundred Thousand Dollars (\$1,500,000) of the actual costs incurred in connection with the design, relocation and/or re-construction of the Facilities (the "Relocation Costs"), provided, however, in the event that there are multiple electric generating facilities using the Facilities on the Licensed Area pursuant to one or more license agreements or leases with Licensor, then the Relocation Costs shall be allocated equally among Licensee and such other such licensees or lessees. Licensor shall pay or reimburse Licensee (and any other such licensees or lessees) for all Relocation Costs in excess of \$1,500,000 within 30 days following delivery of an invoice or receipt evidencing such expense or expenditure by Licensee or such other licensees or lessees. If such relocation is required by Licensor to accommodate the operations of another licensee or a lessee, Licensee shall not be responsible for any portion of the Relocation Costs, and Licensor shall pay or reimburse Licensee for the Relocation Costs within 30 days following delivery of invoice or receipt evidencing such expense or expenditure. In addition to the one-time right retained by Licensor to require a relocation of the Facilities specified in this Section, Licensor shall have the right to require Licensee to relocate the Facilities if such relocation is required by any governmental agency or governmental entity other than Licensor, and Licensee shall be solely responsible for all Relocation Costs in connection with such relocation. In connection with any relocation required under this Section, Licensor shall (a) cooperate with Licensee in good faith to identify and designate any alternate real property to which the Facilities will be relocated, (b) for relocation(s) requested by Licensor, be responsible for obtaining all use permits and performing any environmental reviews required to relocate the Facilities to the alternate real property designated by Licensor and (c) make commercially reasonable efforts to minimize any disruption to Licensee's use of the Facilities.

25. Access Procedures. Licensee shall access LADWP facilities by conforming to LADWP security and operational procedures and shall take reasonable precautions to prevent unauthorized ingress and egress to LADWP property. There is expressly reserved unto LADWP and unto all authorized employees of said LADWP the right of continuous access.

26. Recordation of Memorandum. The parties hereto may enter into a memorandum of this License Agreement for recordation, at Licensee's sole cost

and expense, in the official records of the county in which the Licensed Area is located. The parties consent and agree to execute and deliver the form of memorandum attached hereto as Exhibit G and any amendments thereto as may be necessary to correct the legal descriptions of the Licensed Area.

27. Governing Law and Venue. This License Agreement shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States, as applicable, as if executed and to be performed wholly in the State of California. Venue shall lie in the County of Los Angeles.

28. Construction, Maintenance and Operations. Guidelines for Operations, as shown on Exhibit D, are incorporated as terms of this License Agreement and, unless otherwise specified herein, Licensee shall comply with the Guidelines for Operations.

29. No Third Party Beneficiaries. Licensor and Licensee do not intend to create rights in or grant remedies to any third party as a beneficiary of this License Agreement or of any duty, covenant, obligation, or undertaking established under this License Agreement.

30. Waivers. Any waiver at any time by either party hereto of its rights with respect to a default under this License Agreement, or with respect to any other matter arising in connection with this License Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay in assessing or enforcing any right, shall not be deemed to be a waiver of such right, provided that all applicable statutory periods of limitation shall apply.

31. Headings. The titles or headings to sections shall have no effect on interpretation of provisions.

32. Default. If any one or more of the following events (herein sometimes called "Events of Default") shall happen:

a. if a default shall be made in the due and punctual payment of any License Fee or amount due under this License Agreement within thirty (30) days after notice thereof to Licensee, or

b. if default shall be made by Licensee in the performance of or compliance with any of the covenants and agreements of this License Agreement other than those referred to in the foregoing subsection a, the effect of which is not cured within thirty (30) days after written notice thereof from Licensor to Licensee (provided, that if Licensee proceeds with due diligence during such thirty (30) day period to cure such default and is unable by reason of the nature of the work involved to cure the same within the said thirty (30) days, such thirty (30) day period shall be extended by the time reasonably necessary to cure the same); or

c. Inaccuracy in any material respect at the time made or deemed to be made of any representation made by Licensee herein; or

d. the voluntary bankruptcy of Licensee;

e. the filing of an involuntary bankruptcy proceeding against Licensee that remains undismissed or unstayed for a period of sixty (60) days following the filing thereof; or

f. Licensee shall vacate or abandon the Licensed Area or Facilities (for purposes of this License Agreement, Licensee shall be deemed to have "vacated" or "abandoned" the Licensed Area or Facilities if no development, construction, installation, operation, use or maintenance activities with respect to the Facilities have occurred at the Licensed Area for a period of six (6) consecutive months), provided such vacation or abandonment is not the result of Force Majeure (as defined in Section 34 hereof);

Then, and in any such event, if such Event of Default is with respect to a material obligation hereunder, Licensor at any time thereafter may give written notice to Licensee specifying such Event of Default and stating that this License Agreement and the License Term shall expire and terminate on the date specified in such notice, which expiration and termination date shall be at least ten (10) Business Days after the giving of such notice, and upon the date specified in such notice, this License Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof, but Licensee shall continue to be liable to Licensor for decommissioning and as herein provided in this License Agreement.

33. EMF Disclosures. Licensee hereby acknowledges receipt of an information package consisting of:

a. Understanding EMF - Electric Magnetic Fields, Exhibit C.

b. Additional Information pertaining to EMF can be obtained via the Internet at: <http://www.ladwp.com/ladwp/cms/ladwp004154.jsp>.

Licensee undertakes and agrees to distribute all the information in said package to all personnel working under Licensee's direction and control.

34. Entire Agreement; Amendments. This License Agreement constitutes the entire agreement between Licensor and Licensee respecting the subject matter hereof.

35. Force Majeure. The term "Force Majeure" means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, terrorism, storm or flood, fire or explosion or any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities (i) which prevents one party hereto from performing any of its obligations under this Agreement, (ii) which could not reasonably be anticipated as of the date of this Agreement, (iii) which is not within the reasonable control of, or the result of negligence, willful misconduct, breach of contract, intentional act or omission or wrongdoing on the part of such party (or any subcontractor or Affiliate (as defined in the PPA) of such party, or any Person as defined in the PPA) under the control of such party or any of its subcontractors or Affiliates, or any Person for whose acts such Affiliate or subcontractor is responsible), and (iv) which by the exercise of due diligence, such party is unable to overcome or avoid or cause to be avoided; provided nothing in this clause (iv) shall be construed so as to require either party to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or labor dispute in which it may

be involved. Any party hereto that is rendered unable to fulfill any of its obligations by reason of a Force Majeure shall exercise reasonable efforts to remove such inability with reasonable dispatch within a reasonable time period and mitigate the effects of the Force Majeure. The relief from performance shall be of no greater scope and of no longer duration than is required by the Force Majeure. Without limiting the generality of the foregoing, a Force Majeure does not include any of the following (each an "Unexcused Cause"): (1) the failure by Licensor to construct, operate or maintain the Facilities in accordance with this Agreement, except to the extent such failure was itself caused by an event of Force Majeure; (2) any increase of any kind in any cost; (3) delays in or inability of a party to obtain financing or other economic hardship of any kind; (4) failure of third parties to provide goods and services essential to a party's performance, unless such failure was itself caused by an event of Force Majeure; (5) Facilities or related equipment failure of any kind, unless such failure was itself caused by an event of Force Majeure; or (6) any changes in the financial condition of Licensee, Licensor, the Facility Lender (as defined in the PPA) or any subcontractor or supplier affecting the affected party's ability to perform its obligations under this Agreement.

[signatures on following pages]

Dated _____, 2016

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES

APPROVED:

MICHAEL WEBSTER
Senior Assistant General Manager
Power System

By _____
MARCIE EDWARDS
General Manager

LICENSOR

[signatures continue on following page]

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

DEC 10 2015

BY _____
TIMOTHY J. CHONG
DEPUTY CITY ATTORNEY

Signature Page to Real Estate License Agreement (No. BP 15-034)

IRREVOCABLE LICENSE AGREEMENT
FOR GEN-TIE LINE
Springbok Solar Farm 3 Project

64KT SME LLC, a Delaware limited
liability company

By: _____
Name: Martin Hermann
Title: Co-President

By: _____
Name: Thomas Buttgenbach
Title: Co-President

LICENSEE

Signature Page to Real Estate License Agreement (No. BP 15-034)

IRREVOCABLE LICENSE AGREEMENT
FOR GEN-TIE LINE
Springbok Solar Farm 3 Project

Legal Description
for
"Springbok 230 kv Line"

"Exhibit A"

That portion of the Northeast quarter of Section 8, and of the North half of Section 9, of Township 31 South, Range 37 East, Mount Diablo Base and Meridian, in the County of Kern, State of California, according to the official plat thereof, more particularly described as follows;

Commencing for reference at the Northeast corner of said Section 9;

Thence, South 0°10'12" West, along the East line of said Section 9, a distance of 272.05 feet, to the TRUE POINT OF BEGINNING of the portion to be described;

Thence, continuing South 0°10'12" West, 150.00 feet;

Thence, North 90°00'00" West, 5645.19 feet;

Thence, South 88°12'24" West, 131.06 feet;

Thence, North 0°00'00" East, 150.02 feet;

Thence, North 88°12'24" East, 130.28 feet;

Thence, North 90°00'00" East, 5646.41 feet, to the TRUE POINT OF BEGINNING.

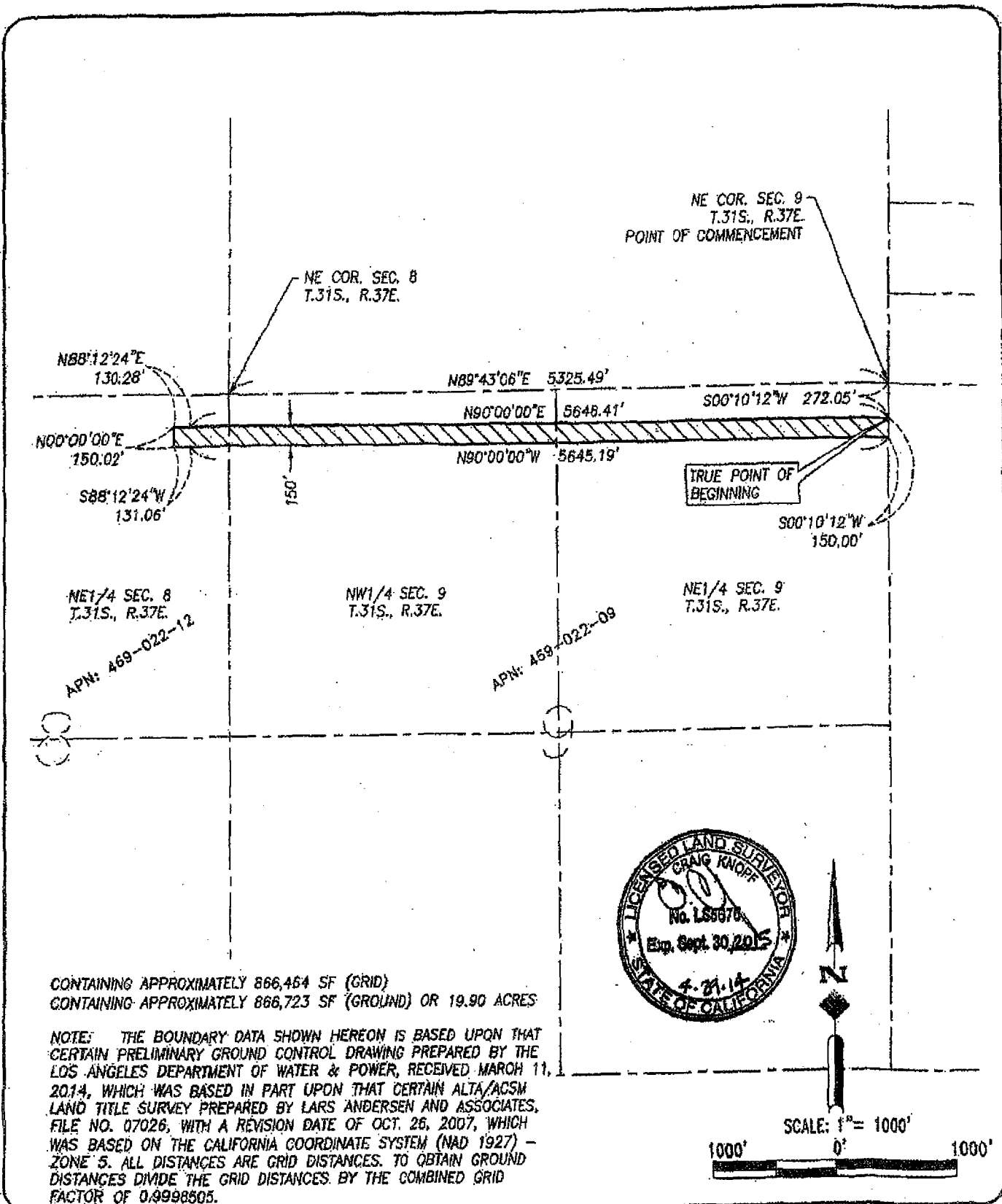
Containing approximately 866,464 SF (Grid)

Containing approximately 866,723 SF (Ground) or 19.90 Acres

Note: The boundary data shown hereon is based upon that certain preliminary ground control drawing prepared by the Los Angeles Department of Water & Power, received March 11, 2014, which was based in part upon that certain ALTA/ACSM Land Title Survey prepared by Lars Andersen and Associates, File No. 07026, with a revision date of Oct. 26, 2007, which was based on the California Coordinate System (NAD 1927) - Zone 5. All distances are Grid distances. To obtain ground distances divide the Grid distances by the combined Grid factor of 0.9998505.

Page 1 of 1






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PLOT DATE: Apr-29-2014 03:44PM JOB NO. 120123
DWG. NAME: 120123-230 kv Route Rev SCALE: 4-29-14.dwg 1" = 1000'
SHEET NO.: 1 OF 1

**"EXHIBIT B"
SPRINGBOK**

230 kv ROUTE

PREPARED BY:



Quad Knopf

810 W. CYPRESS AVE.
P.O. BOX 5888
YRALLIA, CA 93278
TEL: (562) 753-0440
FAX: (562) 753-7821

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DRW BY: K.SANTIAGO | CHK BY: C.KNOPF

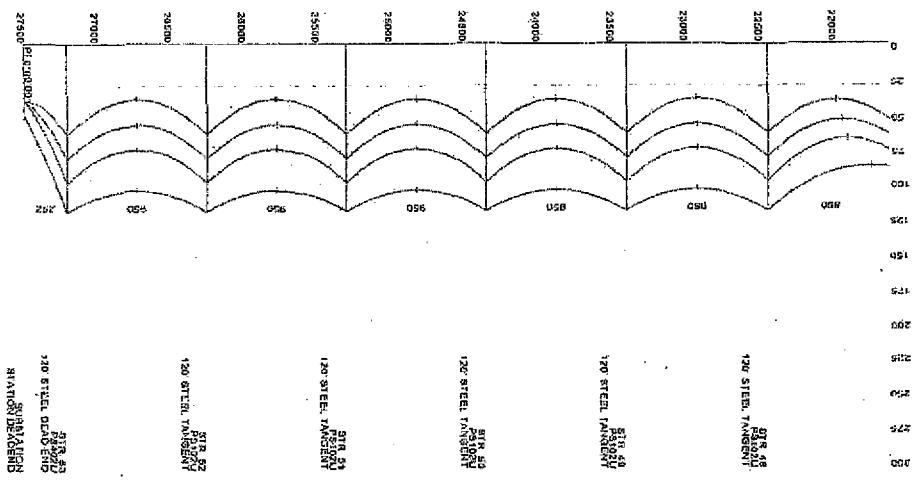
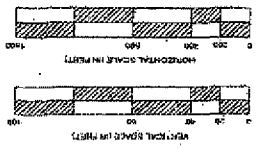
EXHIBIT B
FACILITIES INITIAL PLAN

[Attached]

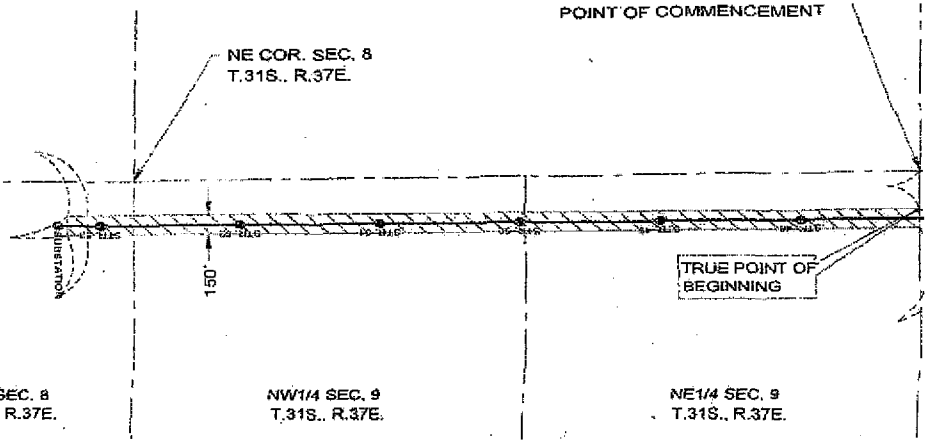
THIS DRAWING IS THE PROPERTY OF DASHIELL ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DASHIELL ENGINEERING, INC.

Preliminary - Subject to change

DATE	12/15/2016
PROJECT	8 MINUTE ENERGY - SPRINGBOK 230KV TRANSMISSION LINE ROW AT BEACON SUBSTATION
DRAWN BY	ASHLEY
CHECKED BY	ASHLEY
DATE	12/15/2016
PROJECT	8 MINUTE ENERGY - SPRINGBOK 230KV TRANSMISSION LINE ROW AT BEACON SUBSTATION
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PROJECT	8 MINUTE ENERGY - SPRINGBOK 230KV TRANSMISSION LINE ROW AT BEACON SUBSTATION
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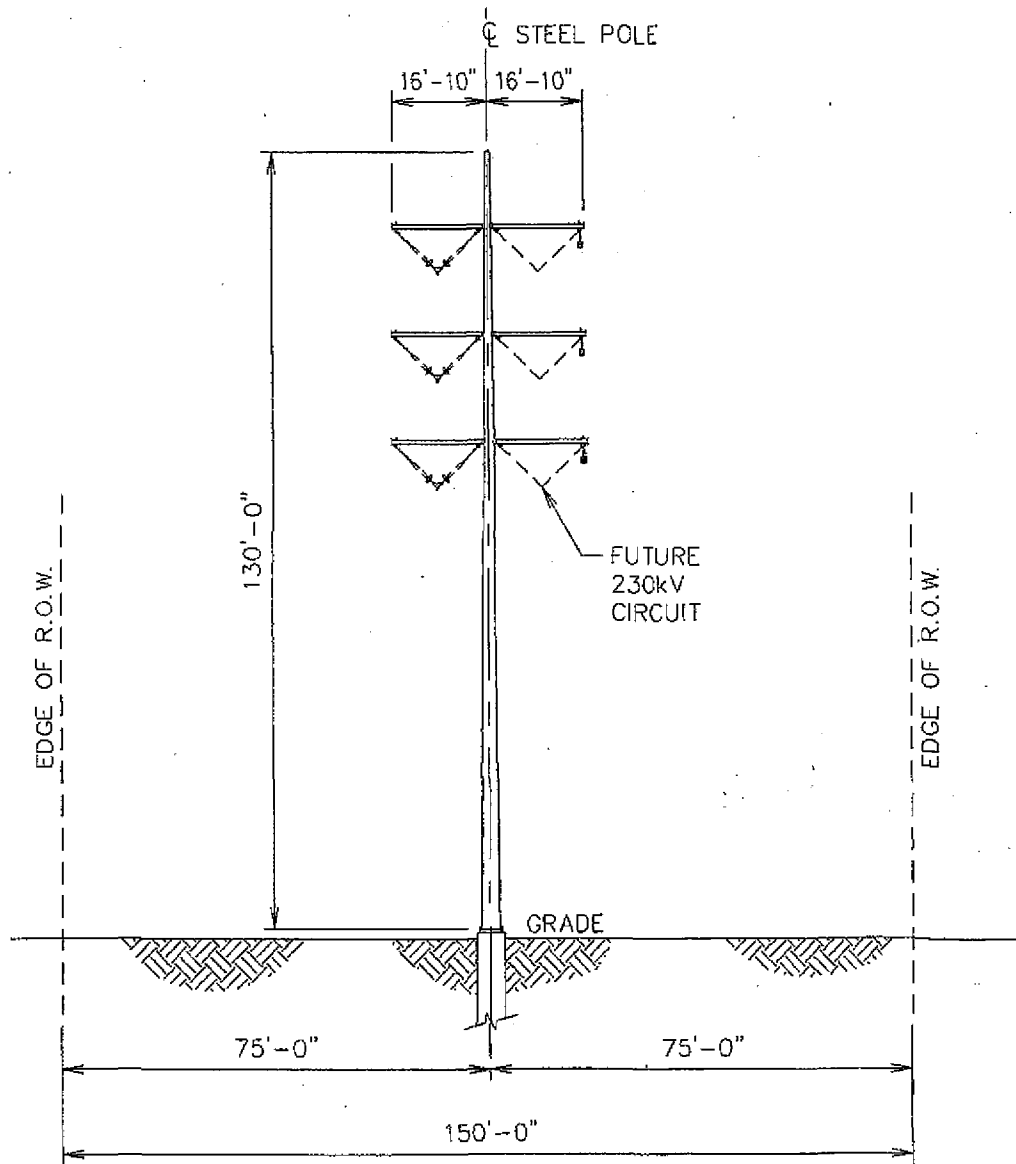
REFERENCE DRAWINGS
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NE 1/4 SEC. 8
T.31S., R.37E.

NW 1/4 SEC. 9
T.31S., R.37E.

NE 1/4 SEC. 9
T.31S., R.37E.



[A] ISSUED FOR INFORMATION 05-02-14

DASHIELL ENGINEERS
CONSTRUCTORS
www.dashnell.com

EIGHT MINUTE ENERGY - SPRINGBOK
150' RIGHT OF WAY
TO BEACON SUBSTATION.

Preliminary - Subject to Change

DATE	02 MAY 2014	DWG NO.	800616T-DT7-75007	REV	A
DRAWN	S. FROST	SCALE	1"=30'-0"	SHEET No. 1 of 1	
ENG.	A. WIDMER				

EXHIBIT C

UNDERSTANDING EMF - ELECTRIC MAGNETIC FIELDS

During recent years, questions have been raised about the possible health effects of 60-hertz (power frequency) electric and magnetic fields (EMF), which are found wherever you have electricity. This webpage contains easy-to-read information that will help you understand the EMF issue, plus practical tips you can use if you want to reduce your exposure at home and at work.

Can EMF Harm Your Health?

Electric and magnetic fields (EMF) are present wherever electricity flows - around appliances, power lines, in offices, schools and homes. Many researchers believe that if there is a risk of adverse health effects from EMF, it is probably low but warrants further investigation. Most, but not all, childhood studies have reported a weak association between estimates, but not direct measures, of residential magnetic field exposure and certain types of childhood cancer. Worker studies have shown mixed results. Laboratory experiments have shown that magnetic fields can cause changes in living cells. It is not clear whether these changes suggest any risk to human health.

Given the uncertainty of the issue, the medical and scientific communities have been unable to determine that EMF causes health effects or to establish any standard or level of exposure that is known to be either safe or harmful.

The Two Types of Fields

60-HERTZ MAGNETIC FIELDS	60-HERTZ ELECTRIC FIELDS
Can pass through most objects.	Can be blocked or partially shielded.
Get weaker with distance.	Get weaker with distance.
Are created by the current - or flow of electricity - through a wire, such as when an appliance is turned on.	Are produced by the voltage - or electrical "pressure" - in a wire, such as when an appliance is plugged in (but not turned on).

Magnetic Field Measurements

Magnetic Fields in the Home Measurements are in milligauss (mG)

Home Appliances at	1.2" away	12" away	39" away
Microwave Oven	750 to 4,000 mG	40 to 80 mG	3 to 8 mG
Clothes Washer	8 to 400 mG	2 to 30 mG	0.1 to 2 mG
Electric Range	60 to 2,000 mG	4 to 40 mG	0.1 to 1 mG
Fluorescent Lamp	400 to 4,000 mG	5 to 20 mG	0.1 to 0.3 mG
Hair Dryer	60 to 20,000 mG	1 to 70 mG	0.1 to 3 mG
Television	25 to 500 mG	0.4 to 20 mG	0.1 to 2 mG

Source: Adapted from Gauger 1985

Magnetic Fields Outside (Maximum range in California utilities will vary.)

Distribution Lines	1 to 80 milligauss under the line
Transmission Lines	1 to 300 milligauss edge of right-of-way

Research Is Ongoing

A number of research studies are now under way to determine if magnetic fields do pose any health risk and, if so, what aspect of the fields might be harmful. For example, at this time, no one knows whether the length of time in a field, the field strength, going "in and out" of a field, or combinations of these with other factors might be relevant.

What Is Being Done About EMF in California?

As a result of a 1993 decision by the California Public Utilities Commission, an EMF research and information program has been established. This program is managed by the California Department of Health Services (CDHS) and funded by utility rate payers. The purpose of the program is to perform research and policy analysis, and provide education and technical assistance to benefit Californians. Input to the CDHS is provided by a Stakeholders Advisory Consultant Group (SAC), consisting of representatives of the public, consumer groups, health and scientific experts, and labor and utility representatives. Additional input can be provided by state agencies, consultants, and special interest groups during the open forum discussion periods at the SAC meetings. These meetings are open to the general public. Financial support by utilities of the \$65-million federal program is continuing.

What You Can Do?

Studies of EMF have not shown that people need to change the way they use electric appliances or equipment. But if you feel reducing your exposure would be beneficial, you can increase your distance from electric appliances and/or limit the amount of time you use appliances at home or at work.

For instance:

- You can place telephone answering machines and electric clocks away from the head of your bed.
- You can increase your distance from appliances such as televisions, computer monitors and microwave ovens.
- You can also reduce your EMF exposure by limiting the time you spend using personal appliances such as hair dryers, electric razors, heating pads and electric blankets.
- You can limit the time you spend using electric cooking appliances.
- You can locate sources of EMF in your work environment and spend break time in lower-field areas.

It is not known whether such actions will have any impact on your health.

"To Summarize..."

- EMF exists wherever there is electricity; in homes, in workplaces and near power lines. Electric fields exist whenever equipment is plugged in, but magnetic fields exist only when equipment is turned on. Both types of fields get weaker with distance from their source.
- Until more is known, your best strategy is to stay informed and, if you think it's necessary, to limit your exposure. You may be able to reduce your exposure by identifying EMF sources, changing the way you use electric appliances and increasing your distance from EMF sources.

For More Information Call or Write Us:

- Call: LADWP EMF Inquiry Line @ (213) 367 - 2616
- Bill.Jones@Ladwp.com or Chuck.Holloway@Ladwp.com
- U.S. Mail:
Los Angeles Department of Water and Power
EMF Research and Education Team
Room 1044
111 North Hope St.
Los Angeles, Ca 90012-2694

Links to other related sites

- EMF Rapid Program: www.niehs.nih.gov/emfrapid/home.htm
- California Department of Health Services:
www.dhs.ca.gov/ps/deodc/ehib/emf/
- The BioElectro Magnetism Society: www.bioelectromagnetics.org/index.php
- More Links EMF Issue Sites: www.bioelectromagnetics.org/resources.php

EXHIBIT D

STANDARD CONDITIONS FOR CONSTRUCTION

1. Energized transmission lines can produce electrical effects including, but not limited to, induced voltages and currents in persons and objects. Licensee hereby acknowledges a duty to conduct activities in such manner that will not expose persons to injury or property to damage from such effects.
2. LADWP personnel shall have access to the right of way at all times.
3. Unauthorized parking of vehicles or equipment shall not be allowed on the right of way at any time.
4. Unauthorized storage of equipment or material shall not be allowed on the right of way at any time.
5. Fueling of vehicles or equipment shall not be allowed on the right of way at any time.
6. Patrol roads and/or the ground surfaces of the right of way shall be restored by the Licensee to original conditions, or better.
7. All trash, debris, waste, and excess earth shall be removed from the right of way upon completion of the project, or the LADWP may do so at the sole risk and expense of the Licensee.
8. All cut and fill slopes within the right of way shall contain adequate berms, benches, and interceptor terraces. Revegetation measures shall also be provided for dust and erosion control protection of the right of way.
9. All paving, driveways, bridges, crossings, and substructures located within the right of way shall be designed in accordance with the American Association of State Highway and Transportation Officials H20-44 (M18) wheel loadings.
10. General Grounding Condition

All aboveground metal structures including, but not limited to, pipes, drainage devices, fences, and bridge structures located within or adjoining the right of way shall be properly grounded, and shall be insulated from any fencing or other conductive materials located outside of the right of way. For safety of personnel and equipment, all equipment and structures shall be grounded in accordance with State of California Code of Regulations, Title 8, Section 2941, and National Electric Code, Article 250.
11. Licensee shall neither hold the LADWP liable for nor seek indemnity from the LADWP for any damage to the Licensee's project due to future construction or reconstruction by the LADWP within the right of way.

12. Fires and burning of materials is not allowed on the right of way.
13. Licensee shall control dust by dust-abatement procedures approved by the LADWP, such as the application of a dust palliative or water.
14. The right of way contains high-voltage electrical conductors; therefore, the Licensee shall utilize only such equipment, material, and construction techniques that are permitted under applicable safety ordinances and statutes, including the following: State of California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 5, Electrical Safety Orders; and California Public Utilities Commission, General Order No. 95, Rules for Overhead Electric Line Construction.
15. Detailed plans for any grading, paving, and construction work within the right of way shall be submitted for approval to the Real Estate Business Group, LADWP, P.O. Box 51111, Room 1031, Los Angeles, California 90051-0100, no later than 45 days prior to the start of any grading, paving, or construction work. Notwithstanding any other notices given by Licensee required herein, Licensee shall notify the LADWP's Transmission Construction and Maintenance Business Group at (818) 771-5060, or (818) 771-5076, no earlier than 14 days and no later than two days prior to the start of any grading, paving, or construction work.
16. "As Constructed" drawings showing all plans and profiles of the Licensee's project shall be furnished to the Real Estate Business Group, LADWP, P. O. Box 51111, Room 1031, Los Angeles, California 90051-0100, within five days after completion of Licensee's project.
17. In the event that construction within the right of way is determined upon inspection by the LADWP to be unsafe or hazardous to LADWP facilities, the LADWP may assign a line patrol mechanic at the Licensee's expense.
18. If the LADWP determines at any time during construction that the Licensee's efforts are hazardous or detrimental to LADWP facilities, the LADWP shall have the right to immediately terminate said construction.
19. All concentrated surface water which is draining away from the permitted activity shall be directed to an approved storm drain system where accessible, or otherwise restored to sheet flow before being released within or from the right of way.
20. Ponding or flooding conditions within the right of way shall not be allowed. All drainage shall flow off of the right of way.
21. Licensee shall comply with all Kern County Municipal Storm Water Permit and Standard Urban Storm Water Mitigation Plan requirements.

22. Fills, including backfills, shall be in horizontal, uniform layers not to exceed six inches in thickness before compaction, then compacted to 90 percent relative compaction in accordance with the American Society for Testing and Materials D1557.
23. Licensee shall provide the LADWP with one copy each of the compaction report and a Certificate of Compacted Fill, for clean fill compaction within the LADWP's right of way in accordance with the American Society for Testing and Materials D1557, approved by a geotechnical engineer licensed in the State of California.
24. A surety bond in an amount equal to the removal cost of the Facilities, minus the salvage value thereof, shall be supplied by the Licensee on or before the sixtieth (60th) day of the Option Term to assure restoration of the LADWP's right of way and facilities, and compliance with all conditions herein. The removal cost of the Facilities shall be determined LADWP and Licensee, acting reasonably and in good faith, or, if the parties are unable to agree upon such cost, by an independent engineer experienced in the calculation of such costs reasonably acceptable to each of LADWP and Licensee.
25. The Licensee shall obtain and pay for all permits and licenses required for performance of the work and shall comply with all laws, ordinances, rules, orders, or regulations including, but not limited to, those of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover.
26. Remote-controlled gates, or lock boxes containing the device or key for opening the remote-controlled gates, shall be capable of being interlocked with an LADWP padlock to allow access to the right of way by the LADWP. Licensee shall contact the Right of Way Supervisor at (818) 771-5048 to coordinate the installation of a LADWP padlock.
27. Licensee shall provide and maintain a minimum 16-foot wide driveway and gate at all locations where the (road/street) crosses the LADWP's patrol roads. The designed gates must be capable of being interlocked with an LADWP padlock to allow access to the right of way by the LADWP.
28. Licensee shall post a sign on the entrance gate to the right of way, or in a visible location inside the entrance gate, identifying the contact person's name and telephone number for the prompt moving of (vehicles/trucks/trailers/containers) at times of LADWP maintenance or emergency activities, or any other event that (vehicles/trucks/trailers/containers) must be moved. In emergency conditions, the LADWP reserves all rights at any time to move or tow (vehicles/trucks/trailers/containers) out of specific areas for any transmission operation or maintenance purposes.
29. Licensee shall comply with all Kern County Mitigation Measures, including #45 (landform map) and #47 (paleontological

monitoring).

GUIDELINES FOR CONSTRUCTION STAGING
(Transmission Line Rights-of-Way).

CONSTRUCTION STAGING POLICY

The Los Angeles Department of Water and Power (LADWP) recognizes the need to consider the multiple uses of transmission line rights-of-way to maximize the benefits resulting from compatible multiple land uses. One of these uses is Construction Staging. LADWP will allow Construction Staging within its transmission line rights-of-way to parties submitting a viable plan for the use of the transmission line rights-of-way.

This Construction Staging policy, however, is contingent upon LADWP's ability to maintain strict control of its transmission line rights-of-way without adversely interfering with the essential and primary function of transmitting electrical power safely and reliably. In the event that the Construction Staging improvements or activities interfere with LADWP's ability to efficiently operate and maintain the transmission system, then such allowance for Construction Staging will be withdrawn for modification or termination. Any request for Construction Staging within the transmission line rights-of-way must comply with these guidelines.

TERMINOLOGY AND OVERVIEW

"Construction Staging," as used in these Guidelines, refers to the use of transmission line rights-of-way for general construction activities including material storage, construction vehicle parking, and staging for construction activities. The use of the transmission line rights-of-way is generally of limited duration (less than one year).

Construction Staging on a transmission line rights-of-way where LADWP has an easement will require consent from LADWP regarding the proposed use and the inclusion of LADWP conditions in the License Agreement (License) with the underlying fee owner; Construction Staging on a transmission line rights-of-way where LADWP has fee ownership will require a License. The consent or License will be collectively referred to herein as the "Agreement." The individual or company that obtains the Agreement for use of the property is referred to herein as "User."

The Real Estate Section (Real Estate) will review each request for Construction Staging within the transmission line rights-of-way and determine the adequacy of such proposed plan and its compatibility with LADWP's requirements listed under "Guidelines" and the uses by surrounding property owners. The Power System Engineering Division (PSED), Legal Division, and Wastewater Quality and Compliance Group within Environmental Affairs Division will review and report its findings and recommendations to Real Estate for

processing. Final approval of any plans and documents, including the decision to allow such uses, is the responsibility of PSED.

Each request for Construction Staging will be reviewed on its own merits and must comply with the attached conditions described under "Guidelines." LADWP reserves the right to impose additional conditions and requirements deemed appropriate and necessary for the specific request under review. These conditions and requirements shall be strictly enforced; any violation of such shall be grounds for termination of the Agreement. The decision whether to allow such use is within the sole and absolute discretion of LADWP.

GENERAL GUIDELINES FOR ALL SECONDARY LAND USE PROGRAMS
(Transmission Line Rights-of-Way)

1. User acknowledges and recognizes that power transmission line rights-of-way are integral component of the transmission line system which provide electric power to the City of Los Angeles and other local communities. Their use is regulated under the jurisdiction of the Federal Energy Regulatory Commission (FERC) and North American Electric Reliability Corporation (NERC). Safety and protection of critical facilities are the primary factors used to evaluate secondary land use proposals. The transmission line rights-of way serve as platforms for access, construction, operation, maintenance, facility expansion and emergency operations. Therefore the User's possessory rights may from time to time be subject to temporary or permanent disruption caused by such operations or rules/regulations issued by FERC/NERC.
2. To comply with NERC Standard FAC-003-1, LADWP's Transmission Vegetation Management Program (as last revised) defines parameters restricting where trees are allowed on transmission line rights-of-way. Existing trees may be removed by LADWP. User shall not plant trees within the transmission line rights-of-way. Unauthorized trees planted by User shall be removed upon demand by LADWP and at the expense of the User.
3. Agreement term of all secondary land uses shall be five years or less, unless otherwise stated on the Agreement.
4. LADWP reserves the right to license/lease/permit other uses within the transmission line right-of-way which would not conflict with the proposed secondary land use, or conflict with User's use of the transmission line right-of-way.
5. Upon initial application, the User shall provide, if required, a preliminary design of proposed improvements for LADWP review. Prior to construction or occupancy, User shall provide a detailed layout plan for review and approval of LADWP. The layout plan will include, but not be limited to, location of towers, transmission line rights-of-way boundaries, paved area(s), location of a required patrol road, distances between the towers and the conductor drip lines, landscaping areas, a drainage plan, all above-ground metal structures including but not limited to, pipes, fencing, lighting supports, and a lighting scheme, if required.
6. The granting of an Agreement for secondary land use will apply to transmission line rights-of-way that are rated up to 500 kV.

Induction forces emanating from transmission lines may cause inconvenience and discomfort associated with static discharges. User must post a prominently displayed "shock or hazard warning" sign. Some secondary land uses may not be allowed under transmission line rights-of-way that are rated 345 kV and above. See specific secondary land use guidelines for allowable uses.

7. The area governed by any Agreement cannot segment the transmission line rights-of-way in such a manner that the remaining area is rendered useless for other secondary land use activities. LADWP may require the User to license/lease the entire segment of the transmission line right-of-way. Furthermore, the area selected must not create a security problem for LADWP.
8. Use of the transmission line rights-of-way may be subject to existing easements or Agreements. Real Estate will provide general information regarding the existing uses and associated improvements. User shall be responsible for the identification and protection of the existing facilities during construction of approved improvements. User shall provide reasonable access to any other Users or easement holders.
9. The Agreement will require that, during the Option Term, a surety bond will be provided by the User, which bond shall be in an amount equal to the removal cost of the Facilities minus the salvage value thereof. The removal cost of the Facilities shall be determined LADWP and the User, acting reasonably and in good faith, or, if the parties are unable to agree upon such cost, by an independent engineer experienced in the calculation of such costs reasonably acceptable to each of LADWP and Licensee.
10. The latest Risk Management insurance requirements, liability conditions, and indemnification shall apply.
11. At User's expense, User shall be responsible for obtaining all conditional use permits, all environmental documents such as California Environmental Quality Act documents, if applicable, all environmental permits, and use the licensed area for secondary land use activities only. Furthermore, User shall comply with all current and future applicable laws, ordinances, rules, orders, or regulations including, but not limited to, those of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover.
12. All Federal, State, local permits, and related governmental requirements to develop the licensed area (building permits,

conditional use permits, environmental impact reports, public hearing, USA underground service alert, etc.) will be the responsibility of the User.

13. User shall be required to comply with all applicable City, County, State, and Federal Storm Water Permit and Standard Urban Storm Water Mitigation requirements.
14. User will be required to comply with existing regulations, but not limited to Federal, State and local laws, regulations, permits and requirements, regarding the use and disposal of pollutants, contaminants and hazardous wastes or substances on the licensed/leased/permitted area. User will be responsible for clean-up of any spills, leakage or discharges of such substances on the licensed/leased/permitted area.
15. The transmission line right-of-way may contain low-voltage and high-voltage electrical conductors and above and below ground structures; therefore, the User shall utilize only such equipment, material, and construction techniques that are permitted under applicable safety ordinances and statutes including, but not limited to the following: State of California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 5, Electrical Safety Orders; NEC, and California Public Utilities Commission, General Order No. 95, Rules for Overhead Electric Line Construction, and General Order 128, Rules for Underground Electric Line Construction.
16. Because of overhead electrical conductors, User shall use only such equipment as is consistent with the terms of safety ordinances or statutes, and generally accepted safety practice.
17. All above ground metal structures including, but not limited to, pipes, drainage devices, fences, bridge structures, and lighting supports located within or adjoining the transmission line rights-of-way shall be properly grounded, in accordance with the California Code of Regulations, Title 8, Section 2941, and/or National Electrical Code (NEC), Article 250, and local applicable codes.
18. Overhead telephone and power cables shall be permitted only at the edge of the transmission line rights-of-way. Communications and electric power crossings of LADWP's transmission line rights-of-way shall be underground and must be approved by LADWP's Transmission Construction and Maintenance Group prior to installation.

19. Unless written authorization from LADWP is obtained, no above-ground temporary or permanent structures are allowed in the transmission line rights-of-way.
20. All grading, storm drains, structural, and developmental drawings (site plans) must be approved by LADWP prior to any development/improvement.
21. LADWP may access the facilities at any time with no notice for an emergency purpose, for routine maintenance, site inspection, and with up to 180 days' notice for capital projects and construction purposes. The License Fee will not be abated for disruption of business or loss of use due to routine maintenance functions lasting no more than twenty-four hours. Rent shall be abated on a pro-rata basis for loss of use during emergency conditions, construction or routine maintenance functions lasting in excess of twenty-four hours.
22. When required for emergency restoration work or normal maintenance operation on the transmission system, User shall be required to cooperate promptly and diligently with LADWP's effort to move vehicles, materials, and or equipment out of specific areas required to perform routine or emergency work or operations. Under emergency conditions, LADWP reserves all rights at any time to move or tow vehicles, materials, and or equipment out of specific areas for any transmission operation or maintenance purposes at the expense of User.
23. Cross fencing will generally not be permitted except at natural boundaries, roadways, and existing railroad crossings. At those locations, gates adequate to allow access by LADWP vehicles will normally be required. All improvements, including fencing, on LADWP transmission line rights-of-way are subject to the written approval of LADWP. Requests for cross fencing and other exceptions will be reviewed on a case-by-case basis. If additional fencing is approved, it shall be installed at the User's expense. Such fencing shall become the property of LADWP should the Agreement be terminated. If LADWP requires the fence to be removed, it will be done at User's expense.
24. A suitable access to the transmission line rights-of-way through 20-foot-wide gates with the ability to have multiple interlocking bail-type padlocks must be provided to permit entrance of LADWP vehicles. User shall contact the Right of Way Group at (213) 367-2972 to coordinate the installation of a LADWP padlock on the gates.

25. A permanent, unobstructed, 20-foot patrol road, accessible at all times by LADWP maintenance personnel shall be provided and maintained. A wider patrol road width will be required on curved segments. The patrol road must remain open and unobstructed, excluded from any watering, and kept as dry as possible at all times. The patrol road shall be located in the center of the transmission line right-of-way unless specified elsewhere by the Agreement.
26. The designated patrol road must be designed to withstand a combined weight of 40,000 pounds in accordance with the American Association of State Highway and Transportation Officials H20-44 wheel loadings. There must also be a sufficient turning radius at all patrol road junctures to allow large LADWP maintenance vehicles to maneuver. The minimum turning radius on all patrol roads and intersections is 80 feet. Areas outside of the designated patrol roads may be designed to a lesser standard if User holds LADWP harmless for any damages incurred as a result of LADWP operations.
27. No ponding shall be allowed within the transmission line rights-of-way. Grading shall be designed so as to eliminate all ponding conditions within the transmission line rights-of-way.
28. An area at least 50 feet around the base of each tower, measured from the outermost surfaces of the footings, must remain open and unobstructed for necessary maintenance, including periodic washing of insulators by high-pressure water spray. Clearances of 100 feet may be required under circumstances where access is limited.
29. In the vicinity of the towers (not within patrol roads), decomposed granite or other non-organic materials, which vehicles can drive on and intended to discourage pedestrian traffic from being in the area, may be required.
30. Protective barriers may be required to protect towers. Acceptable barriers include, but are not limited to, curbs, removable bollards, and k-rails.
31. No benches, boulders, ornamental structures are allowed in the transmission line rights-of-way.
32. No improvements of any kind may be installed in the transmission line rights-of-way without the written permission of LADWP.

33. No vehicles may be inhabited while parked on the transmission line rights-of-way.
34. No unleashed animals (six foot leash maximum) are allowed underneath the transmission line rights-of-way. Further, no animals shall be utilized for security measures or be housed on the transmission line rights-of-way, unless otherwise approved by LADWP in writing.
35. Storage of hazardous waste and flammable materials is not permitted within the transmission line rights-of-way area.
36. User shall be responsible for maintenance of the entire transmission line rights-of-way within the limits of the Agreement in a neat, clean, and weed-free condition, including landscaping and parkways between fences and public streets.
37. User shall be required to post a sign on site containing the contact person and a telephone number in the event that vehicles must be moved.
38. Vehicles parked under the transmission line rights-of-way may be subject to water spotting from occasional transmission line insulator washing operations. User must post a prominently displayed sign stating, "This area may be subject to water spotting at any time from transmission line insulator washing operations".
39. Vehicles carrying any flammable, explosive, or corrosive loads, including hazardous materials or hazardous wastes, or "placarded loads" (defined as those which are required by law or regulation to carry signs defining its contents for public safety) shall not be allowed within the transmission line rights-of-way area at any time.
40. User shall take all reasonable measures to minimize disturbances to neighboring businesses or residences, including but not limited to control of dust from their activities and noise, and shall be responsible for resolving any complaints/disputes from adjacent property owners or the public to the satisfaction of LADWP.
41. Temporary advertising banners/signage, if allowed, may only be attached to the transmission line right-of-way fencing. The banners/signage may not be larger in size than the fencing, must be of flame retardant material, must be mounted with grommets and metal fasteners every 24 inches around the perimeter, and must meet any local advertising ordinances. Free standing signs shall

be subject to the written approval of LADWP.

42. Any lighting proposals shall be submitted to and approved by LADWP's Transmission Construction and Maintenance Division prior to installation.

Exhibit E

Contract Insurance Requirements

Coverage	Per Occurrence Limits
Workers' Compensation (Stat. Limits)/Employer's Liability (Broad Form All States Endorsement; Waiver of Subrogation)	\$1,000,000
Automobile Liability (owned autos; hired autos)	\$1,000,000
General Liability (broad form property damage; contractual liability; personal injury; premises and operations; products/completed ops; independent contractors; fire legal liability)	\$10,000,000

Exhibit F-2

Mitigation Measure Monitoring Program - Beacon Photovoltaic Project

Attached.

Mitigation Measure Monitoring Program - Beacon Photovoltaic Project					
Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
4.1	Aesthetics				
#1	MM 4.1-1: The project operator shall clear debris from the project area at least twice per year; this can be done in conjunction with regular panel washing and site maintenance activities. The project operator shall erect signs with contact information for the project operator's maintenance staff at regular intervals along the site boundary, as required by the Kern County Planning and Community Development Department. Maintenance staff shall respond within two weeks to resident requests for additional cleanup of debris.	Prior to final occupancy approval and during on-going facility operation	Planning and Community Development Department		
		Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall post signs with contact information within 30 days of operation of a solar facility, as outlined in mitigation. C. The project operator shall respond to requests for cleanup within two weeks. D. A logbook recording clean-up requests received and the date of the responses shall be maintained. Copies of the logbook shall be provided to the Planning and Community Development Department annually.			
#2	MM 4.1-2: The project operator shall install metal fence slats or similar view-screening materials as approved by the Kern County Planning and Community Development Department in all on-site perimeter fencing adjacent to parcels zoned for residential use (E [Estate Residential], R-1 [Low-Density Residential], R-2 [Medium-Density Residential], R-3 [High-Density Residential] or PL (Platted Lands) zoning), unless the adjacent property is owned by the project operator (to be verified by the Kern County Planning and Community Development Department) or a public or private agency that has submitted correspondence to the Planning and Community Development Department requesting this requirement be waived. Should the project operator sell the adjacent property, slat fencing or similar view-screening materials shall be installed prior to the sale.	Prior to site plan approvals and issuance of grading permits	Planning and Community Development Department		
		Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall implement fencing as outlined in mitigation. C. Kern County Engineering, Surveying, and Permit Services Department will verify in the field during the construction period.			
#3	MM 4.1-3: a) Drought-tolerant plants, species to be determined through consultation with landscape experts with local knowledge and approved by	During project operations	Planning and Community Development Department		

Mitigation Measure Monitoring Program - Beacon Photovoltaic Project					
Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials

4.1	<p>Aesthetics</p> <p>the Kern County Planning and Community Development Department, shall be planted along the fence line at 500-foot intervals where the adjoining property is zoned for residential use (E [Estate Residential], R-1 [Low-Density Residential], R-2 [Medium-Density Residential], R-3 [High-Density Residential] or PL (Platted Lands) zoning), unless the adjacent property is owned by the project operator (to be verified by the Kern County Planning and Community Development Department) or a public or private agency that has submitted correspondence to the Kern County Planning and Community Development Department requesting this requirement be waived. Should the project operator or agency sell the adjacent property, drought-tolerant shall be planted prior to the sale. Landscaping must be continuously maintained on the project site(s) by the project operator in accordance with Section 19.86 (Landscaping Standards) of the Kern County Zoning Ordinance.</p> <p>b) Prior to the commencement of operations, the project operator must submit a landscape re-vegetation and restoration plan for the project site. Ground cover shall include native seed mix and shall be spread where earthmoving activities have taken place as needed to establish re-vegetation. Seed mix shall be determined through consultation with local experts and shall be approved by the Kern County Planning and Community Development Director prior to planting. The plan must include the approved native seed mix, a timeline for seeding the site, percentage of the site to be covered, detail the consultation efforts completed and the methods and schedule for installation of fencing that complies with wildlife agency regulations, and prohibition on the use of rodenticides. Ground cover must be continuously maintained on the project site by the project operator. The re-vegetation and restoration of the site shall be monitored annually for a three-year period with an annual evaluation report submitted to the Kern County Planning and Community Development Director for the three-year period. The three-year monitoring program is intended to ensure the site naturally achieves native plant diversity, consistent with site conditions prior to implementation of the project.</p>	<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall implement landscaping practices as outlined in mitigation. C. Project operator shall submit a landscape re-vegetation and restoration plan to the Planning and Community Development Department for approval.
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Mitigation Measure Monitoring Program - Beacon Photovoltaic Project					
Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
4.1	Aesthetics				
#4	MM 4.1-4: Project facility lighting shall comply with "Dark Sky" lighting guidelines, and shall be designed to provide the minimum illumination needed to achieve safety and security objectives. All lighting shall be directed downward and shielded to focus illumination on the desired areas only and avoid light trespass into adjacent areas. Lenses and bulbs shall not extend below the shields.	Prior to site plan approvals and issuance of building permits	Planning and Community Development Department; Kern County Building Inspection Department		
		Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall ensure all outdoor lighting meet the minimum requirements for safety and security standards as well as provide the minimum illumination needed to achieve safety and security objectives as outlined in mitigation. C. The Building Inspection Department shall verify compliance in the field.			
#5	MM 4.1-5: Where appropriate, proposed on-site buildings shall use non-reflective materials as approved by the Kern County Planning and Community Development Department.	Prior to site plan approvals and issuance of building permits	Planning and Community Development Department; Kern County Building Inspection Department		
		Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The Kern County Building Inspection Department shall verify compliance in the field.			
#6	MM 4.1-6: Solar panels and hardware shall be designed to minimize glare and spectral highlighting. To the extent feasible, emerging technologies shall be utilized that introduce diffusion coatings and nanotechnological innovations that will effectively reduce the refractive index of the solar cells and protective glass. These technological advancements are intended to make the solar panels more efficient at converting incident sunlight into electrical power, but have the tertiary effect of reducing the amount of light that escapes into the atmosphere in the form of reflected light, which would be the potential source of glare and spectral highlighting.	Prior to site plan approvals and issuance of building permits	Planning and Community Development Department; Kern County Building Inspection Department		
		Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall ensure that all panels and hardware utilizes advanced technologies utilized to the extent possible to minimize glare and			

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Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
4.1	Aesthetics				
		spectral highlighting as outlined in mitigation.			
Justification: Changes or alterations to the project have been required to substantially reduce the potentially significant environmental effects identified in the final EIR to the extent feasible.					

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4.2	Air Quality				
#7	<p>MM 4.2-1: The project operator shall ensure that construction and operation of the proposed project shall be conducted in compliance with applicable rules and regulations set forth by the Eastern Kern Air Pollution Control District. Dust control measures outlined below shall be implemented where they are applicable and feasible. The list shall not be considered all-inclusive and any other measures to reduce fugitive dust emissions not listed shall be encouraged:</p> <p>a) <u>Land Preparation, Excavation and/or Demolition.</u> The following dust control measures shall be implemented:</p> <ol style="list-style-type: none"> i. All soil excavated or graded shall be sufficiently watered to prevent excessive dust. Watering shall occur as needed with complete coverage of disturbed soil areas. Watering shall take place a minimum of three times daily on disturbed soil areas with active operations, unless dust is otherwise controlled by rainfall or use of a dust palliative. ii. All disturbed areas on the project site and proposed transmission corridor shall be watered as frequently as necessary during grading; and after active construction activities shall be stabilized with a non-toxic soil stabilizer or soil weighting agent, or alternative approved soil stabilizing methods. The frequency of watering can be reduced or eliminated during period of precipitation. iii. All unpaved construction and operation/maintenance site roads, as they are being constructed, shall be stabilized with a non-toxic soil stabilizer or soil weighting agent. iv. All clearing, grading, earth moving, and excavation activities shall cease during periods of winds greater than 20 miles per hour (averaged over one hour), or when dust plumes of 20 percent or greater opacity impact public roads, occupied structures or neighboring property, or as identified in a plan approved by the Eastern Kern Air Pollution Control District. v. All trucks entering or leaving the project site shall cover all loads of soils, sands, and other loose materials, or be thoroughly wetted with a minimum freeboard height of six inches. 	During grading and construction	Planning and Community Development Department Kern County Engineering, Surveying, and Permit Services Department Eastern Kern Air Pollution Control District		
		<p>Steps to Compliance:</p> <ol style="list-style-type: none"> A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall submit evidence of implementation of dust control practices as outlined in mitigation. C. The project operator shall provide the Planning and Community Development Department with a landscape re-vegetation and restoration D. The Kern County Building Inspection Department shall verify in the field. 			

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4.2.	<p>Air Quality</p> <ul style="list-style-type: none"> vi. Areas disturbed by clearing, earth moving, or excavation activities shall be minimized at all times. vi. Stockpiles of soil or other fine loose material shall be stabilized by watering or other appropriate method to prevent wind-blown fugitive dust. vii. All soil storage piles and disturbed areas that remain inactive for longer than 10 days shall be covered, or shall be treated with appropriate dust suppressant compounds. viii. Prior to construction, wind breaks (such as chain-link fencing including a wind barrier) shall be installed where appropriate. ix. Where acceptable to the Kern County Fire Department, weed control shall be accomplished by mowing instead of discing, thereby, leaving the ground undisturbed and with a mulch covering. <p>b) <u>Site Construction</u>. After clearing, grading, earth moving and/or excavating is completed within any portion of the project site, the following dust control practices shall be implemented:</p> <ul style="list-style-type: none"> i. Once initial leveling has ceased, all inactive soil areas within the construction site shall be immediately treated with a dust palliative. ii. Dependent on specific site conditions (season and wind conditions), revegetation shall occur in those areas so planned as soon as practical after installation of the solar panels. iii. All unpaved road areas shall be treated with a dust palliative or graveled to prevent excessive dust. <p>c) <u>Vehicular Activities</u>. During all phases of construction, the following vehicular control measures shall be implemented:</p> <ul style="list-style-type: none"> i. No vehicle shall exceed 10 miles per hour on unpaved areas within the project site, with the exception that vehicles may travel up to 25 miles per hour on stabilized unpaved roads as long as such speeds do not create visible dust emissions. ii. Visible speed limit signs shall be posted at the project site entrance(s). iii. All areas with vehicle traffic, especially the main entrance 				
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4.2 Air Quality

	<p>roadway to the project site, shall be graveled or treated with dust palliatives so as to prevent track-out onto public roadways.</p> <p>iv. All vehicles that are used to transport solid bulk material on public roadways and that have potential to cause visible emissions shall be provided with a cover, or the materials shall be sufficiently wetted and loaded onto the trucks in a manner to provide at least one foot of freeboard.</p> <p>v. Streets adjacent to the project site shall be kept clean and project related accumulated silt shall be removed on a regular basis. The use of either dry rotary brushes (unless prior wetting) or blower devices is prohibited.</p> <p>vi. Access to the project site shall be by means of an apron into the facility site from adjoining surfaced roadways. The apron shall be surfaced or treated with dust palliatives. If operating on soils that cling to the wheels of vehicles, a grizzly, wheel washer, or other such device shall be used on the road exiting the facility site, immediately prior to the pavement, in order to remove most of the soil material from vehicle tires.</p>				
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#8	<p>MM 4.2-2: The project operator and/or its contractor(s) shall implement the following measures during construction of the proposed project on the project site:</p> <p>a) All equipment shall be maintained in accordance with the manufacture's specifications.</p> <p>b) Equipment shall be shut down when not in use for extended periods of time.</p> <p>c) No individual piece of construction equipment shall operate no longer than eight cumulative hours per day.</p> <p>d) Electric equipment shall be used whenever feasible in lieu of diesel- or gasoline-powered equipment.</p> <p>e) All construction vehicles shall be equipped with proper emissions</p>	<p>During grading and construction</p>	<p>Kern County Building Inspection Department</p>		<p>Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall submit evidence of implementation of compliance with practices as outlined in mitigation. C. The Kern Comty Building Inspection Department shall verify in the field during the construction phase of the project.</p>
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Mitigation Measure Monitoring Program – Beacon Photovoltaic Project					
Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
4.2	Air Quality control equipment and kept in good and proper running order to substantially reduce NOx emissions. f) On-road and off-road diesel equipment shall use diesel particulate filters if permitted under manufacturer's guidelines.				
#9	MM 4.2-3: The project operator shall continuously comply with the following measures during construction and operation to control NOX emissions from on-road heavy-duty diesel haul vehicles that are contracted on a continuing basis for use to haul equipment and materials for the proposed project: a) 2006 engines or pre-2006 engines with California Air Resources Board certified Level 3 diesel emission controls will be used to the extent possible. b) All on-road construction vehicles, except those meeting the 2006/California Air Resources Board certified Level 3 diesel emissions controls, shall meet all applicable California on-road emission standards and shall be licensed in the State of California. This does not apply to worker personal vehicles. c) The construction contractor shall ensure that all on-road construction vehicles are properly tuned and maintained in accordance with the manufacture's specifications.	Prior to issuance of a grading or building permit	Planning and Community Development Department		
		Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall submit evidence of implementation of compliance with practices as outlined in mitigation.			
#10	MM 4.2-4: The project operator shall continuously comply with the following during operation to control fugitive dust emissions: a) The unpaved main access road for employees and deliveries to the maintenance complex shall be paved or effectively stabilized using soil stabilizers that can be determined to be as efficient as or more efficient for fugitive dust control than California Air Resources Board approved soil stabilizers, and that shall not increase any other environmental impacts including loss of vegetation b) The other unpaved roads at the project site shall be stabilized using water or soil stabilizers so that vehicle travel on these roads does not cause visible dust plumes.	During Construction activities	Planning and Community Development Department		
		Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall submit evidence of implementation of compliance with practices as outlined in mitigation. C. The project operator shall submit evidence of implementation of compliance with practices as outlined in mitigation. D. The Kern County Building Inspection Department shall verify in the field			

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4.2	Air Quality:				
	c) Traffic speeds on unpaved roads shall be limited to no more than 10 miles per hour, with the exception that vehicles may travel up to 25 miles per hour on stabilized unpaved roads as long as such speeds do not create visible dust emissions. Traffic speed signs shall be displayed prominently at all site entrances and at egress point(s) from the central maintenance complex.	during the construction phase of the project.			
#11	MM 4.2-5: The project operator shall a) educate construction personnel on the health effects of exposure to criteria pollutant emissions; and b) provide construction workers with information regarding Valley Fever and personal protective equipment such as respiratory equipment (masks), if requested by the worker, to reduce exposure to pollutants and facilitate recognition of symptoms and earlier treatment of Valley Fever.	During construction	Planning and Community Development Department Kern County Engineering, Surveying, and Permit Services Department		
		Steps to Compliance: A. During construction activities the project operator shall submit evidence of compliance of the use of construction equipment to the Kern County Planning and Community Development Department. B. Kern County Engineering, Surveying, and Permit Services Department will verify in the field during the construction period.			

Justification: Changes or alterations to the project have been required to substantially reduce the potentially significant environmental effects identified in the final EIR to the extent feasible.

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4.4 Biological Resources					
#12	<p>MM 4.3-1: Prior to the issuance of grading or building permits, the project operator shall provide evidence to the Kern County Planning and Community Development Department that a Section 2081 Incidental Take Permit from California Department of Fish and Game (CDFG) for Desert Tortoise and/or Mohave Ground Squirrel has been obtained. If it is determined that such a permit is not required, the project operator shall provide a letter describing the consultation process and wildlife agency determination, indicating that a permit is not required. The letter shall also identify the CDFG point of contact and contact information.</p>	<p>Prior to issuing of grading and building permits</p>	<p>Planning and Community Development Department Qualified Biologist U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Game, (CDFG) if necessary</p>		
<p>Steps to Compliance:</p> <p>A. If required by California Department of Fish and Game, a copy of the Section 2081 permit for incidental take shall be submitted to the Kern County Planning and Community Development Department. If a Section 2081 permit is not required, the project operator shall submit a statement verifying the determination of the California Department of Fish and Game.</p> <p>B. Copies of all surveys and communications with the appropriate wildlife agencies shall be submitted to the Kern County Planning and Community Development Department.</p>					
#13	<p>MM 4.3-2: Prior to the issuance of grading or building permits, the project operator shall retain a Lead Biologist who meets the qualifications of an Authorized Biologist as defined by United States Fish and Wildlife Service to oversee compliance with the protection measures for desert tortoise and other special species. The project Lead Biologist shall be onsite during all fencing and ground disturbance activities throughout the construction phase. The project Lead Biologist shall have the right to halt all activities that are in violation of the desert tortoise or other special species protection measures. Work shall proceed only after hazards to desert tortoise or other special species are removed and the species is no longer at risk. The project biologist shall have in her/his possession a copy of all the compliance measures while work is being conducted onsite.</p>	<p>Prior to issuance of grading permits</p>	<p>Planning and Community Development Department; U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Game (CDFG), if necessary</p>		
<p>Steps to Compliance:</p> <p>A. The project operator shall conduct a pre-construction survey that is performed by a qualified biologist for the presence of desert tortoises.</p> <p>B. The project operator shall submit copies of the survey results to the Kern County Planning and Community Development Department.</p> <p>C. If desert tortoises are present on site, a qualified biologist shall develop a plan for desert tortoise translocation and monitoring prior to project construction as described in MM 4.4-2</p>					

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4.4	Biological Resources				
					<p>D. If desert tortoises are discovered, the Kern County Building Inspection Department shall verify in the field the compliance and implementation of the mitigation set forth in MM 4.4-2</p> <p>E. The operator shall conduct annual biological monitoring. The applicant shall submit results of monitoring to the Kern County Planning and Community Development Department and the appropriate wildlife agencies for review and verification of compliance.</p>
#14	MM 4.3-3: Prior to the issuance of grading or building permits, and for the duration of construction activities, within one week of employment all new construction workers at the project site, laydown area and/or transmission routes shall attend a Construction Worker Environmental Awareness Training and Education Program, developed and presented by a qualified Lead Biologist.	Prior to issuance of grading or building permits	Planning and Community Development Department		
		<p>Steps to Compliance:</p> <p>A. Project operator shall submit copies of the training transcript and/or training video, as well as a list of the names of all personnel who attended the training and copies of the signed acknowledgement forms.</p>			
#15	MM 4.3-4: The program shall be presented by the Lead Biologist and shall include information on the life history of the desert tortoise, as well as other wildlife and plant species that may be encountered during construction activities, their legal protections, the definition of "take" under the Endangered Species Act, measures the project operator is implementing to protect the desert tortoise and other species, reporting requirements, specific measures that each worker shall employ to avoid take of the desert tortoise and other wildlife species, and penalties for violation of the Act. Identification and information regarding sensitive plants such as the Alkali mariposa lily, Charlotte's phacelia and creamy blazing star or other special status plant species shall also be provided to construction personnel. <ul style="list-style-type: none"> i. An acknowledgement form signed by each worker indicating that environmental training has been completed. ii. A sticker that shall be placed on hard hats indicating that the worker has completed the environmental training. Construction workers shall not be permitted to operate equipment within the construction 	Prior to issuance of grading and building permits and during construction	Planning and Community Development Department; Kern County Engineering, Surveying, and Permit Services Department		
		<p>Steps to Compliance:</p> <p>A. Project operator shall submit copies of the training transcript and/or training video, as well as a list of the names of all personnel who attended the training and copies of the signed acknowledgement forms.</p> <p>B. Kern County Engineering, Surveying, and Permit Services Department will verify in the field during the construction period.</p>			

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4.4 Biological Resources

	<p>area unless they have attended the training and are wearing hard hats with the required sticker;</p> <p>iii. A copy of the training transcript and/or training video, as well as a list of the names of all personnel who attended the training and copies of the signed acknowledgement forms shall be submitted to the Kern County Planning and Community Development Department.</p> <p>iv. The construction crews and contractor(s) shall be responsible for unauthorized impacts from construction activities to sensitive biological resources that are outside the areas defined as subject to impacts by project permits.</p>				
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#16	<p>MM 4.3-5: The anticipated impact zones, including staging areas, equipment access, and disposal or temporary placement of spoils, shall be delineated with stakes and flagging prior to construction to avoid natural resources where possible. Construction-related activities outside of the impact zone shall be avoided.</p>	<p>Prior to issuance of grading permits</p>	<p>Planning and Community Development Department; Kern County Engineering, Surveying, and Permit Services Department</p>		
<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.</p> <p>B. Kern County Engineering, Surveying, and Permit Services Department will verify in the field during the construction period.</p>					

#17	<p>MM 4.3-6: New and existing roads that are planned for either construction or widening shall not extend beyond the planned impact area. All vehicles passing or turning around shall do so within the planned impact area or in previously disturbed areas. Where new access is required outside of existing roads or the construction zone, the route shall be clearly marked (i.e., flagged and/or staked) prior to the onset of construction.</p>	<p>During construction</p>	<p>Planning and Community Development Department Kern County Engineering, Surveying, and Permit Services Department</p>		
<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for</p>					

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Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
4.4	Biological Resources				
		any site plan review. B. Kern County Engineering, Surveying, and Permit Services Department will verify in the field during the construction period.			
#18	MM 4.3-7: Spoils shall be stockpiled in disturbed areas presently lacking native vegetation. Stockpile areas shall be marked to define the limits where stockpiling can occur. Standard best management practices shall be employed to prevent loss of habitat due to erosion caused by project related impacts (i.e., grading or clearing for new roads). All detected erosion shall be remedied within two days of discovery.	During construction	Planning and Community Development Department Kern County Engineering, Surveying, and Permit Services Department		
		Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall mark stockpile areas to define the limits where stockpiling can occur. C. Kern County Engineering, Surveying, and Permit Services Department will verify in the field during the construction period.			
#19	MM 4.3-8: Fueling of equipment shall take place within existing paved roads, and not within or adjacent to drainages or native desert habitats. Contractor equipment shall be checked for leaks prior to operation and repaired as necessary.	Prior to issuance of grading and building permits	Planning and Community Development Department Kern County Engineering, Surveying, and Permit Services Department		
		Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. Kern County Building Inspectors shall verify in the field prior to and during the construction period.			
#20	MM 4.3-9: Construction activity shall be monitored by the qualified Lead Biologist or by biological monitors under the Lead Biologist's supervision to ensure compliance with avoidance and minimization measures.	During construction	Planning and Community Development Department; Kern County Engineering, Surveying, and Permit Services Department		

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4.4	Biological Resources	<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.</p> <p>B. Kern County Engineering, Surveying, and Permit Services Department will verify in the field during the construction period.</p>			
#21	MM 4.3-10: The introduction of exotic plant species shall be avoided and controlled wherever possible, and may be achieved through physical or chemical removal and prevention. Preventing exotic plants from entering the site via vehicular sources shall include measures such as implementing Track-clean or other method of vehicle cleaning for vehicles coming and going from the site. Earth-moving equipment shall be cleaned prior to transport to the project area. Weed-free rice straw or other certified weed-free straw shall be used for erosion control. Weed populations introduced into the site during construction shall be eliminated by chemical and/or mechanical means approved by California Department of Fish and Game and the United States Fish and Wildlife Service.	During construction	Planning and Community Development Department; Kern County Engineering, Surveying, and Permit Services Department		
		<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.</p> <p>B. Kern County Engineering, Surveying, and Permit Services Department will verify in the field during the construction period.</p>			
#22	MM 4.3-11: Implement the following measures: In the event ground disturbance does not commence on the transmission line corridor within two (2) years of the last rare plant surveys (May 2011), project operator and/or contractor shall conduct transmission line preconstruction rare plant survey(s) during the appropriate blooming period in accordance with the guidelines established by California Department of Fish and Game (2009), for Alkali mariposa lily, Charlotte's phacelia and creamy blazing star or other special status plant species. If no special-status plant species are observed during the focused surveys, no further actions would be required. If any of these plant species are found during the preconstruction surveys, project operator and/or contractor shall delay ground disturbance activities and contact CDFG for consultation. If required, in consultation with CDFG, a Habitat Mitigation Plan shall be prepared that includes, at a minimum, the	During construction and operations	Planning and Community Development Department; Kern County Engineering, Surveying, and Permit Services Department		
		<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.</p> <p>B. If necessary, implement site-specific recommendations under the guidance of a qualified biologist, including preparation of a Habitat Mitigation Plan.</p> <p>C. A copy of the Habitat Mitigation Plan shall be submitted to the Planning and Community Development Department</p> <p>D. Kern County Engineering, Surveying, and Permit Services Department will</p>			

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4.4	<p>Biological Resources</p> <p>following:</p> <p>a) If Alkali mariposa lily, Charlotte’s phacelia and creamy blazing star or other special status plant species are observed within the proposed project footprint, the proposed project shall be designed by the Lead Biologist, to reduce impacts to the species through the establishment of preservation areas and buffers. If avoidance or minimization measures are implemented onsite, a Habitat Mitigation Plan shall be developed to ensure adequate management and conservation of botanical resources on-site over the long term. A copy of the Habitat Mitigation Plan shall be submitted to the Kern County Planning and Community Development Department.</p> <p>b) If the proposed project would eliminate more than 10 percent of the local population of Alkali mariposa lily, Charlotte’s phacelia and creamy blazing star or other special status plant species, the Habitat Mitigation Plan would also include the following:</p> <ul style="list-style-type: none"> i. The area of occupied habitat to be preserved and removed; ii. Identification of on-site or off-site preservation, restoration, or enhancement location(s); iii. Methods for preservation, restoration, enhancement, and/or population translocation; iv. A replacement ratio and success standard of 1:1 for occupied habitat lost; v. A five year monitoring program to ensure mitigation success; vi. Adaptive management and remedial measures in the event that performance standards are not achieved; vii. Financial assurances and a mechanism for conservation of any mitigation lands required in perpetuity <p>c) Prior to the commencement of ground disturbance activities, a final set of focused botanical surveys for Alkali mariposa lily, Charlotte’s</p>	<p>verify in the field during the construction period.</p>
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4.4 Biological Resources

	<p>phacelia and creamy blazing star or other special status plant species, shall be conducted The surveys shall be conducted within potentially suitable habitat along the transmission line alignment that would be directly affected by the proposed project. Copies of all surveys and communications with the appropriate wildlife agencies shall be submitted to the Kern County Planning and Community Development Department.</p>				
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#23	<p>MM 4.3-12: The project operator and /or contractor shall implement the following:</p> <ul style="list-style-type: none"> i. Prior to issuance of grading or building permits but after obtaining a project Section 2081 permit for incidental take, if required by California Department of Fish and Game, the entire solar facility site (east of SR 14) shall be fenced with a permanent desert tortoise exclusion fence to keep any desert tortoise that may be using habitat adjacent to the facility from entering during construction, operations and maintenance, and dismantling and restoration (decommissioning) phases. The fencing type shall follow current fence specifications established by U.S. Fish and Wildlife Service. Desert tortoise-proof gates shall be established at all photovoltaic solar facility entry points. Workers installing the exclusion fencing shall have undergone the worker training program mandated in Mitigation Measure 4.3-3 and a biological monitor under the authority of the project Lead Biologist will be present during exclusion fencing installation. ii. The fencing shall be inspected monthly and immediately after all major rainfall events. Any damage to the fencing shall be repaired immediately or no later than two days of the observation. iii. Following the construction of Tortoise exclusion fencing, around the solar facility perimeter (east of SR 14), clearance surveys shall be conducted by the Lead Biologist to ensure that no desert tortoises or other listed wildlife are trapped within the fenced area. 	<p>Prior to issuing building and grading permits</p>	<p>Planning and Community Development Department; Lead biologist; Kern County Engineering, Surveying, and Permit Services Department</p>		
		<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. Kern County Engineering, Surveying, and Permit Services Department will verify in the field during the construction period. C. If necessary, implement site-specific recommendations under the guidance of a qualified biologist 			

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4.4 Biological Resources

	<p>The Lead Biologist may be assisted by biological monitors under the supervision of the Lead Biologist. Clearance surveys shall adhere to the current United States Fish and Wildlife Service clearance survey protocols described in the Desert Tortoise Field Manual, including a minimum of two clearance passes to be completed after desert tortoise-proof fencing is installed, which shall coincide with heightened desert tortoise activity from late March through May and September through October.</p> <p>iv. If a desert tortoise is found on the site during project construction or operations, active construction or operations shall cease in the vicinity of the animal and the desert tortoise shall be passively restricted to the area encompassing its observed position on the construction site and its point of entry shall be determined if possible. The Lead Biologist shall install a temporary tortoise-proof fence around this area. Concurrent with this effort, United States Fish and Wildlife Service and California Department of Fish and Game shall be consulted regarding any additional avoidance, minimization, or mitigation measures that may be necessary. Once the desert tortoise is observed leaving the site, work in the area can resume. A report shall be prepared by the Lead Biologist to document the activities of the desert tortoise within the site; all fence construction, modification, and repair efforts; and movements of the desert tortoise once again outside the permanent tortoise-proof fence. This report shall be submitted to wildlife and resource agency representatives and the Kern County Planning and Community Development Department.</p> <p>v. Outside permanently fenced desert tortoise exclusion areas, the project operator shall limit the areas of disturbance in desert tortoise habitat. Parking areas; new roads; pulling sites; and staging, storage, excavation, and disposal site locations shall be confined to the smallest areas possible. These areas shall be flagged and disturbance activities, vehicles, and equipment shall be confined to</p>				
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4.4	<p>Biological Resources</p> <p>these flagged areas.</p> <p>vi. The Lead Biologist or biological monitor will monitor any ground-disturbance activities that occur outside the desert tortoise exclusion fencing. Work outside areas with desert tortoise exclusion fencing shall only occur during daylight hours. Prior to conducting brushing or grading activities in desert tortoise habitat outside the permanently fenced area, a Lead Biologist or biological monitor under the supervision of a Lead Biologist shall survey the area immediately prior to conducting these activities to ensure that no desert tortoises are present.</p> <p>vii. At the end of each work day, the Lead Biologist shall ensure that all trenches, bores, and other excavations outside the permanently fenced area have been inspected for the presence of desert tortoise and backfilled, if no tortoise is present. If backfilling is not feasible, these excavations shall be modified to ensure that they cannot potentially entrap desert tortoises (e.g., equipped with desert tortoise escape ramps, covered to prevent desert tortoise access, enclosed with a desert tortoise exclusion fence).</p> <p>viii. Any construction pipe, culvert, or similar structure stored within desert tortoise habitat (i.e., outside areas with desert tortoise exclusion fencing) shall be inspected for desert tortoise before the material is moved, buried, or installed.</p> <p>ix. Water used for dust abatement shall be minimized, as allowed by Kern County, to prevent the formation of puddles that could attract common ravens and other desert tortoise predators to the site and nearby.</p> <p>x. No vehicle or equipment parked outside the fenced areas shall be moved prior to inspecting the ground beneath the vehicle or equipment for the presence of desert tortoise. If present, the desert tortoise shall be left to move on its own.</p> <p>xi. Vehicular traffic to and from the project site shall use existing</p>				
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4.4	<p>Biological Resources</p> <p>routes of travel (e.g., SR 14). Cross country vehicle and equipment use outside designated work areas shall be prohibited. Vehicle speeds within the project site shall not exceed 25 miles per hour on roads within desert tortoise habitat (e.g., west of SR 14).</p> <p>xii. All vehicles and equipment shall be in proper working condition to ensure that there is no potential for fugitive emissions of motor oil, antifreeze, hydraulic fluid, grease, or other hazardous materials. The Lead Biologist shall be informed of any hazardous spills within 24 hours. Hazardous spills shall be immediately cleaned up and the contaminated soil shall be properly disposed of at a licensed facility.</p> <p>xiii. A long-term trash abatement program shall be established for construction, operations, and decommissioning. Trash and food items shall be contained in closed containers and removed daily to reduce the attractiveness to opportunistic predators such as common ravens, coyotes, and feral dogs.</p> <p>xiv. Workers shall be prohibited from bringing pets and firearms to the project area and from feeding wildlife.</p> <p>xv. Intentional killing or collection of either plant or wildlife species, including listed species such as desert tortoise, in the survey area and surrounding areas shall be prohibited. The Lead Biologist, wildlife and resource agency representatives and Kern County Planning and Community Development Department shall be notified of any such occurrences within 24 hours.</p> <p>xvi. Ongoing monitoring shall be conducted by either the Lead Biologist or by biological monitors under the Lead Biologist's supervision. The biological monitors shall have experience in monitoring for desert tortoise.</p> <p>xvii. During construction daily monitoring reports shall be prepared by the monitoring biologists. The Lead Biologist shall prepare a summary monitoring report for the wildlife and resource agencies</p>				
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4.4	<p>Biological Resources</p> <p>and Kern County Planning and Community Development Department on a monthly basis, documenting the effectiveness and practicality of the protection measures that are in place and making recommendations for modifying the measures to enhance species protection, as needed. The report would also provide information on the overall biological-resources-related activities conducted, including the worker awareness training, clearance/preactivity surveys, monitoring activities, and any observed desert tortoise or other special-status species, including injuries and fatalities.</p> <p>xviii. The project operator shall develop a site-specific Common Raven Management Plan in accordance with United States Fish and Wildlife Service guidelines and shall implement management measures for ravens in the project area. These measures may include but is not limited to designing structures to eliminate perches, waste management, roadkill management, management of ponded water during construction and operations, and nest removal on structures within the photovoltaic facility site and along the transmission line.</p>				
#24	<p>MM 4.3-13: The project operator and /or contractor shall implement the following during Operation and Maintenance:</p> <p>i. Desert tortoise exclusion fencing and gates shall be maintained on a regular basis.</p> <p>ii. A 25 miles per hour speed limit shall be applied for travel during maintenance activities. Travel shall be confined to existing roads and previously disturbed areas.</p> <p>iii. Desert tortoise-proof secure gates shall be installed where access roads leave State Route 14 and enter the photovoltaic solar facility; no access roads outside of the photovoltaic solar facility shall be fenced. Roads west of SR 14 that access transmission lines on project property shall be gated to deter unauthorized vehicle use.</p>	<p>During project operations</p>	<p>Planning and Community Development Department; Kern County Engineering, Surveying, and Permit Services Department</p>		
		<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.</p> <p>B. Kern County Engineering, Surveying, and Permit Services Department will verify in the field during project operation.</p>			

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4.4 Biological Resources

	iv. Work occurring outside areas with desert tortoise exclusion fencing shall only occur during daylight hours.				
#25	<p>MM 4.3-14: The project operator and /or contractor shall implement the following during project decommissioning:</p> <p>i. All applicable construction phase general protection measures shall be implemented during decommissioning.</p> <p>ii. A 25-mile-per-hour speed limit on paved or stabilized unpaved roads shall be applied for travel during decommissioning activities. Travel shall be confined to existing roads and previously disturbed areas.</p> <p>iii. If a desert tortoise is detected in the work area during decommissioning activities, no work shall be conducted until the desert tortoise moves on its own outside of the work area.</p> <p>iv. Work outside areas with desert tortoise exclusion fencing shall only occur during daylight hours.</p>	<p>During project decommissioning</p>	<p>Planning and Community Development Department; Kern County Engineering, Surveying, and Permit Services Department</p>		
		<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.</p> <p>B. Kern County Engineering, Surveying, and Permit Services Department will verify in the field during the construction period.</p>			
#26	<p>MM 4.3-15: The following measures shall be implemented during project construction, operations, and decommissioning activities with respect to western burrowing owls.</p> <p>a) A project Lead Biologist shall be onsite during all construction activities in potential burrowing owl habitat. A qualified wildlife biologist (i.e., a wildlife biologist with previous burrowing owl survey experience) shall conduct pre-construction surveys of the permanent and temporary impact areas to locate active breeding or wintering burrowing owl burrows no less than 14 days prior to construction and/or prior to desert tortoise exclusion fencing installation. The survey methodology shall be consistent with the methods outlined in the California Department of Fish and Game Staff Report (March 2012), and shall consist of walking parallel transects 7 to 20 meters apart, adjusting for vegetation height and density as needed, and noting any potential burrows with fresh burrowing owl sign or presence of burrowing owls (and may be combined with desert</p>	<p>During construction</p>	<p>Planning and Community Development Department Qualified Biologist</p>		
		<p>Steps to Compliance:</p> <p>A. Contract a qualified biologist to perform pre-construction survey for burrowing owl with 30 days prior to the start of ground disturbing activities.</p> <p>B. If nests or burrowing owls are found, contract a qualified biologist to prepare site-specific recommendations.</p> <p>C. If necessary, implement site-specific recommendations under the guidance of a qualified biologist.</p> <p>D. Prior to issuance of grading permits, the applicant shall provide Kern County Planning and Community Development Department a biological report prepared by a qualified biologist as proof of pre-construction survey and, if necessary, successful completion of site-specific recommendations.</p>			

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4.4

Biological Resources

tortoise pre-construction surveys). As burrows are searched, biologists shall also look for signs of American badger and desert kit fox. Copies of the survey results shall be submitted to California Department of Fish and Game and the Kern County Planning and Community Development Department.

- b) If no burrowing owls are detected, no further mitigation is necessary. If burrowing owls are detected, no ground-disturbing activities, such as road construction or installation of solar arrays or ancillary facilities, shall be permitted within the distances specified in Table 2 of the CDFG Staff Report (see below) from an active burrow during the nesting and fledging seasons (April 1 to August 15 and August 16 to October 15, respectively), unless otherwise authorized by California Department of Fish and Game. The specified buffer distance ranges from 656 feet to 1,640 feet, according to the time of year and the level of disturbance. Buffers shall be established in accordance with Table 2 (see below) of the Staff Report and occupied burrows shall not be disturbed during the nesting season unless a qualified biologist approved by California Department of Fish and Game, verifies through noninvasive methods that either: (1) the birds have not begun egg-laying and incubation; or (2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. Burrowing owls shall not be moved or excluded from burrows during the breeding season (April 1 to October 15).

Table 2: Burrowing Owl Burrow Buffers (CDFG Staff report)

Location	Time of year	Level of disturbance		
		Low	Medium	High
Nesting sites	April 1-Aug 15	656 ft	1640 ft	1640 ft
Nesting sites	Aug 16-Oct 15	656 ft	656 ft	1640 ft
Any occupied burrow	Oct 16-Mar 31	164 ft	328 ft	1640 ft

- c) During the nonbreeding (winter) season (October 16 to March 31),

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4.4	<p>Biological Resources</p> <p>consistent with Table 2 (see above) of the Staff Report, ground-disturbing work shall maintain a distance ranging from 164 feet to 1,640 feet from any active burrows depending on the level of disturbance. If active winter burrows are found that would be directly affected by ground-disturbing activities, owls can be displaced from winter burrows according to recommendations made in the Burrowing Owl Mitigation Staff Report (2012).</p> <p>d) Burrowing owls should not be excluded from burrows unless or until a Burrowing Owl Exclusion Plan is developed by the Lead Biologist and approved by the applicable local California Department of Fish and Game office and submitted to the Kern County Planning and Community Development Department. The plan shall include, at a minimum:</p> <ul style="list-style-type: none"> i. Confirm by site surveillance that the burrow(s) is empty of burrowing owls and other species preceding burrow scoping; ii. Type of scope and appropriate timing of scoping to avoid impacts; iii. Occupancy factors to look for and what shall guide determination of vacancy and excavation timing (one-way doors should be left in place 48 hours to ensure burrowing owls have left the burrow before excavation, visited twice daily and monitored for evidence that owls are inside and can't escape i.e., look for sign immediately inside the door). iv. How the burrow(s) shall be excavated. Excavation using hand tools with refilling to prevent reoccupation is preferable whenever possible (may include using piping to stabilize the burrow to prevent collapsing until the entire burrow has been excavated and it can be determined that no owls reside inside the burrow); 				
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4.4	<p>Biological Resources</p> <ul style="list-style-type: none"> v. Removal of other potential owl burrow surrogates or refugia onsite; vi. Photographing the excavation and closure of the burrow to demonstrate success and sufficiency; vii. Monitoring of the site to evaluate success and, if needed, to implement remedial measures to prevent subsequent owl use to avoid take; viii. How the impacted site shall continually be made inhospitable to burrowing owls and fossorial mammals (e.g., by allowing vegetation to grow tall, heavy disking, or immediate and continuous grading) until development is complete. e) Site monitoring is conducted prior to, during, and after exclusion of burrowing owls from their burrows sufficient to ensure take is avoided. Conduct daily monitoring for one week to confirm young of the year have fledged if the exclusion shall occur immediately after the end of the breeding season. f) Excluded burrowing owls are documented using artificial or natural burrows on an adjoining mitigation site (if able to confirm by band re-sight). g) In accordance with the Burrowing Owl Exclusion Plan a qualified wildlife biologist shall excavate burrows using hand tools. Sections of flexible plastic pipe or burlap bag shall be inserted into the tunnels during excavation to maintain an escape route for any animals inside the burrow. One-way doors shall be installed at the entrance to the active burrow and other potentially active burrows within 160 feet of the active burrow. Forty-eight hours after the installation of the one-way doors, the doors can be removed, and ground-disturbing activities can proceed. Alternatively, burrows can be filled to prevent reoccupation. 				
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4.4 Biological Resources

	<p>h) During construction activities, monthly and final compliance reports shall be provided to California Department of Fish and Game, the Kern County Planning and Community Development Department, and other applicable resource agencies documenting the effectiveness of mitigation measures and the level of burrowing owl take associated with the proposed project.</p>				
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#27	<p>MM 4.3-16: a) Should burrowing owls be found on-site, compensatory mitigation for lost breeding and/or wintering habitat shall be implemented onsite or off-site in accordance with burrowing owl Staff Report guidance and in consultation with California Department of Fish and Game. At a minimum, the following recommendations shall be implemented:</p> <ul style="list-style-type: none"> i. Temporarily disturbed habitat shall be restored, if feasible, to pre-project conditions, including decompacting soil and revegetating. ii. Permanent impacts to nesting, occupied and satellite burrows and/or burrowing owl habitat shall be mitigated such that the habitat acreage, number of burrows and burrowing owl impacted are replaced based on a site-specific analysis and shall include: <ul style="list-style-type: none"> a) Permanent conservation of similar vegetation communities (grassland, scrublands, desert, urban, and agriculture) to provide for burrowing owl nesting, foraging, wintering, and dispersal (i.e., during breeding and non-breeding seasons) comparable to or better than that of the impact area, and with sufficiently large acreage, and presence of fossorial mammals. iii. Permanently protect mitigation land through a conservation easement deeded to a nonprofit conservation organization or public agency with a conservation mission. If the project is located within the service area of a California Department of 	<p>During construction</p>	<p>Planning and Community Development Department Qualified Biologist</p>		
<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. Contract a qualified biologist to perform pre-construction survey for burrowing owl with 30 days prior to the start of ground disturbing activities. B. If nests or burrowing owls are found, contract a qualified biologist to prepare site-specific recommendations. C. If necessary, implement site-specific recommendations under the guidance of a qualified biologist. D. Prior to issuance of grading permits, the applicant shall provide Kern County Planning and Community Development Department a biological report prepared by a qualified biologist as proof of pre-construction survey and, if necessary, successful completion of site-specific recommendations. 					

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4.4	<p>Biological Resources</p> <p>Fish and Game approved burrowing owl conservation bank, the project operator may purchase available burrowing owl conservation bank credits.</p> <p>b) Develop and implement a mitigation land management plan in accordance with burrowing owl Staff Report guidelines to address long-term ecological sustainability and maintenance of the site for burrowing owls.</p> <ul style="list-style-type: none"> i. Fund the maintenance and management of mitigation land through the establishment of a long-term funding mechanism such as an endowment. ii. Habitat shall not be altered or destroyed, and burrowing owls shall not be excluded from burrows, until mitigation lands have been legally secured, are managed for the benefit of burrowing owls according to California Department of Fish and Game-approved management, monitoring and reporting plans, and the endowment or other long-term funding mechanism is in place or security is provided until these measures are completed. iii. Mitigation lands should be on, adjacent or proximate to the impact site where possible and where habitat is sufficient to support burrowing owls present. iv. Consult with the California Department of Fish and Game when determining off-site mitigation acreages. 				
#28	<p>MM 4.3-17: Prior to issuance of grading or building permits the project operator shall:</p> <p>a) Either a) purchase a minimum of 9.9 acres of suitable habitat as compensatory mitigation for permanent impacts to desert tortoise and Mohave ground squirrel habitat west of State Route 14, as well as an additional 100 acres of suitable habitat to compensate for the incidental take of 2 individual Mohave grounds squirrel east of SR 14</p>	<p>Prior to site plan approvals and issuance of grading or building permits</p>	<p>Planning and Community Development Department Qualified Biologist USFWS and CDFG (if necessary)</p>		
<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval</p>					

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4.4	<p>Biological Resources</p> <p>("compensatory lands"), or b) or evidence of other arrangements deemed acceptable to California Department of Fish and Game, to cover the costs of acquisition, maintenance and enhancement of the compensation lands. Compensatory mitigation acreage for permanent impacts to western burrowing owl nesting, occupied, and satellite burrows and/or western burrowing owl habitat shall be determined and acquired as required by the wildlife or resource agency. If possible compensatory mitigation lands purchased shall provide habitat for all three species, as well as rare plants and State Waters. Verification of compliance shall be submitted to the Kern County Planning and Development Department.</p> <p>c) Prepare a Habitat Mitigation and Monitoring Plan that outlines all project compensatory mitigation for desert tortoise, western burrowing owl and Mohave ground squirrel, in coordination with California Department of Fish and Game, and the Regional Water Quality Control Board.</p> <ol style="list-style-type: none"> i. Compensatory lands shall be of similar or better quality than habitat lost and preferably be located in the vicinity of the site. ii. Compensatory lands shall be permanently preserved through a conservation easement. iii. The Plan shall identify conservation actions to ensure that the compensatory lands are managed to ensure the continued existence of the species. iv. The Plan shall identify an approach for funding assurance for the long term management of the conserved land. 	for any site plan review.			
#29	<p>MM 4.3-18: Prior to the issuance of grading or building permit the following shall be implemented:</p> <ol style="list-style-type: none"> i. Not more than 14 days prior to site clearing, a qualified biologist 	Prior to site plan approvals and issuance of grading permits	Planning and Community Development Department Qualified Biologist		

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4.4 Biological Resources					
	<p>shall conduct a preconstruction avian nesting survey. Copies of the completed surveys shall be submitted to Kern County Planning and Community Development Department.</p> <p>ii. Surveys shall not be conducted for the entire project site at one time; they shall be phased so that surveys occur shortly before that portion of the site is disturbed. The surveying biologist must be qualified to determine the species, status, and nesting stage without causing intrusive disturbance. The survey shall cover all reasonably potential nesting locations on and within 250 feet of the project site—this includes ground nesting species.</p> <p>iii. If construction is scheduled to occur during the non-nesting season (August 2 to January 31), no preconstruction surveys or additional measures are required.</p> <p>iv. If construction begins in the non-breeding season and proceeds continuously into the breeding season, no surveys are required. However, if there is a break of 14 days or more in construction activities during the breeding season, a new nesting bird survey shall be conducted before construction begins again.</p> <p>v. If active nests are found a 250-foot, no-disturbance buffer (or as otherwise determined in consultation with California Department of Fish and Game) shall be created around the active nests. If the nest(s) are found in an area where ground disturbance is scheduled to occur, the project operator shall avoid the area either by delaying ground disturbance in the area until a qualified wildlife biologist has determined that the birds have fledged or by re-locating the project component(s) to avoid the area.</p> <p>vi. All vertical tubes used in project construction, such as solar mounts and chain link fencing poles shall be temporarily or permanently capped at the time they are installed to avoid the entrapment and death of special-status birds.</p>		USFWS and CDFG (if necessary)		
		<p>Steps to Compliance:</p> <p>A. The project operator shall ensure that a pre-construction survey is conducted by a qualified biologist, or provide evidence of a waiver issued by USFWS and CDFG.</p> <p>B. If active nests are found, a qualified biologist shall implement site specific recommendations.</p> <p>C. The project operator shall submit a copy of the report to the Kern County Planning and Community Development Department for review and verification of compliance.</p>			

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4.4	Biological Resources				
#30	<p>MIM 4.3-19: Prior to the issuance of grading or building permit the following shall be implemented:</p> <ul style="list-style-type: none"> i. Preconstruction surveys shall be conducted by a qualified biologist for the presence of American badger or desert kit fox dens prior to installation of desert tortoise exclusion fencing. Copies of the completed surveys shall be submitted to Kern County Planning and Community Development Department. ii. The survey shall be conducted in areas of suitable habitat for American badger and desert kit fox, which includes fallow agricultural land and scrub habitats. If no potential American badger or desert kit fox dens are present, no further mitigation is required. iii. If potential dens are observed, the following measures are required to avoid potential adverse effects to American badger and desert kit fox: <ul style="list-style-type: none"> a. If the qualified biologist determines that potential dens are inactive, the biologist shall excavate these dens by hand with a shovel to prevent badgers or foxes from re-use during construction. b. Passive relocation shall be prohibited during the pupping season, which is February 15 to June 1 for both species. If the qualified biologist determines that potential dens outside the breeding season may be active, the biologist shall notify the California Department of Fish and Game. Entrances to the dens shall be blocked with one-way doors or soil, sticks, and debris for three to five days to discourage use of these dens prior to project disturbance. The den entrances shall be blocked to an incrementally greater degree over the three- to five-day period. After the qualified biologist determines that badgers and foxes have stopped using active dens within the project boundary, the dens shall be hand-excavated with a shovel to prevent re-use 	<p>Prior to site plan approvals and issuance of grading permits</p>	<p>Planning and Community Development Department Qualified Biologist USFWS and CDFG (if necessary)</p>		
<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. Contract a qualified biologist to perform pre-construction survey for kit fox and American badger. B. Copies of the completed surveys shall be submitted to Kern County Planning and Community Development Department. C. If dens are found, contract a qualified biologist to monitor and excavate dens and notify wildlife agencies to discuss and develop relocation options. D. If necessary, implement relocation options under the guidance of a qualified biologist. E. Prior to issuance of grading permits, provide Kern County Planning a biological report prepared by a qualified biologist as proof of pre-construction survey and, if necessary, monitoring, excavating, and kit fox relocation. F. Kern County Engineering, Surveying, and Permit Services Department will verify escape ramps, capping, and presence of closed containers in the field during the construction period. 					

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4.4	<p>Biological Resources</p> <p>during construction. The collapsing of active desert kit fox dens shall not occur without prior consultation with the California Department of Fish and Game. A biologist shall remain on-call throughout construction in the event a badger or desert kit fox wanders onto the site.</p> <p>c. Construction activities shall not occur within 50 feet of active badger dens. The project operator shall contact California Department of Fish and Game immediately if natal badger dens are detected to determine suitable buffers and other measures to avoid take.</p> <p>d. Construction activities shall not occur within 100 feet of active kit fox dens. The project operator shall contact California Department of Fish and Game immediately if natal kit fox dens are detected to determine suitable buffers and other measures to avoid take.</p>				
#31	<p>MM 4.3-20: Prior to the issuance of a final certificate of occupancy, a Raven Management Plan shall be developed for the project site in consultation with the US Fish and Wildlife Service and CA Department of Fish and Game. This plan shall include but is not limited to:</p> <p>i. Identification of all raven nests within the project area during construction;</p> <p>ii. Weekly inspection under all nests in the project area for evidence of desert tortoise predation (scutes, shells, etc.), and, if evidence of predation is noted, submit a report to California Department of Fish and Game, US Fish and Wildlife Service, and Kern County Planning and Community Development Department within five calendar days; and</p> <p>iii. Provisions for the management of trash that could attract common ravens during the construction and operation phases of the project.</p>	<p>Prior to site plan approvals and issuance of grading permits</p>	<p>Planning and Community Development Department Qualified Biologist USFWS and CDFG (if necessary)</p>		
		<p>Steps to Compliance:</p> <p>A. The project operator shall submit copies of the plan to the Kern County Planning and Community Development Department.</p> <p>B. The operator shall conduct weekly inspections and submit results of monitoring to the Kern County Planning and Community Development Department and the appropriate wildlife agencies for review and verification of compliance.</p>			

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4.4	Biological Resources				
	iv. Should the US Fish and Wildlife Services determine it is necessary for the proposed project to participate in the regional comprehensive raven management plan, to address biological resources; the project operator shall be subject to compensation through the payment of fees not to exceed \$150 per disturbed acre. Evidence of the US Fish and Wildlife Service and/or CA Department of Fish and Game determination and payment of any required fees shall be submitted to the Kern County Planning and Community Development Department.				
#32	MM 4.3-21: Prior to the issuance of grading or building permits, the project operator shall provide evidence to the Kern County Planning and Community Development Department that a Section 1600 Streambed Alteration Agreement has been obtained from California Department of Fish and Game (CDFG).	Prior to site plan approvals and issuance of grading permits	Planning and Community Development Department		
		Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall submit a copy of the Section 1600 Streambed Alteration Agreement to the Kern County Planning and Community Development Department verification of compliance.			
#33	MM 4.3-22: The following measures shall be implemented within the project area to ensure that direct or indirect effects to riparian habitat and jurisdictional waters are minimized: 1. To the extent feasible, the following avoidance/minimization measures shall be implemented: a. Any laydown areas and/or material and spoils from project activities shall be located away from jurisdictional areas or sensitive habitat and protected from stormwater run-off using temporary perimeter sediment barriers such as berms, silt fences, fiber rolls, covers, sand/gravel bags, and straw bale barriers, as appropriate. b. Materials shall be stored on impervious surfaces or plastic ground covers to prevent any spills or leakage from contaminating the	Prior to the issuance of building and grading permits	Planning and Community Development Department U.S. Army Corps of Engineers		
		A. The project operator shall receive verification from the U.S. Army Corps of Engineers is recommended to confirm that if drainages are present that they do not constitute waters of U.S. B. The project operator shall submit a copy of the report to the Kern County Planning and Community Development Department for review and verification of compliance. C. The project operator shall submit a copy of the Habitat Mitigation and Monitoring Plan to the Kern County Planning and Community Development Department. D. Copies of correspondences and determinations by the Regional Water			

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4.4	<p>Biological Resources</p> <p>ground and generally at least 50 feet from the top of bank.</p> <p>c. Any spillage of material shall be stopped if it can be done safely. The contaminated area shall be cleaned and any contaminated materials properly disposed of. For all spills the project foreman or designated environmental representative shall be notified.</p> <p>2. All work within the washes shall be conducted to avoid periods of flowing water. Construction shall be timed to occur during the dry season (generally April 15 – October 15) and shall avoid periods in the summer when convective thunderstorms are predicted.</p> <p>3. Compensatory mitigation for the Arizona-style crossings shall occur either on-site or offsite, and would occur at a ratio no less than 1:1 for the impact to jurisdictional waters. As outlined in Mitigation Measure MM 4.3-17, a Habitat Mitigation and Monitoring Plan shall be prepared that outlines the compensatory mitigation in coordination with the Regional Water Quality Control Board and California Department of Fish and Game.</p> <p>If on-site mitigation is proposed, the Habitat Mitigation and Monitoring Plan shall identify those portions of the site that contain suitable characteristics (e.g., hydrology) for restoration or enhancement of desert wash scale broom scrub habitat. Determination of mitigation adequacy shall be based on comparison of the restored or enhanced habitat with similar, undisturbed habitat in the site vicinity (such as up or downstream of the site). If mitigation is implemented offsite, mitigation lands shall be comprised of similar or more well-developed desert wash and preferably be located in the vicinity of the site or watershed. Off-site land shall be preserved through a conservation easement and the Plan shall identify an approach for funding assurance for the long-term management of the conserved land.</p> <p>Copies of correspondences and determinations by the Regional Water Quality Control Board and California Department of Fish and Game shall be submitted to the Kern County Planning and Community Development Department. It is noted that the final mitigation ratio</p>		Quality Control Board and California Department of Fish and Game shall be submitted to the Kern County Planning and Community Development Department		
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4.4	Biological Resources				
	required by the Regional Water Quality Control Board and California Department of Fish and Game for acquisition of regulatory permits may differ from that proposed in this environmental impact report.				
#34	<p>MM 4.3-23: Prior to issuance of a grading or building permit, the project operator shall provide evidence that the following measures will be implemented with respect to the construction and installation of power lines:</p> <p>a) Construct all power transmission lines to the 2006 Avian Power Line Interaction Committee Guidelines specifications to protect birds from electrocution and collision. Appropriate notes regarding these specifications shall be included on any grading permit, building permit or final map.</p> <p>b) Submit written documentation to the Kern County Planning and Community Development Department verifying that all power lines are constructed to Avian Power Line Interaction Committee Guidelines. The project operator shall conform to the latest practices (as outlined in the 2006 Avian Power Line Interaction Committee Guidelines document) to protect birds from electrocution and collision.</p> <p>c) Install power collection and transmission facilities utilizing Avian Power Line Interaction Committee standards for collision reducing techniques as outlined in Suggested Practices for Raptor Protection on Power Lines: The State of the Art in 2006 (Avian Power Line Interaction Committee, 2006).</p>	Prior to issuing of grading and building permits and during construction	<p>Planning and Community Development Department</p> <p>Kern County Building Inspection Department</p>		
		<p>Steps to Compliance:</p> <p>A. The project operator shall submit written documentation to the Kern County Planning and Community Development Department showing that all power lines are constructed to 2006 Avian Power Line Interaction Committee Guidelines.</p> <p>B. The project operator shall install power collection and transmission facilities utilizing Avian Power Line Interaction Committee standards for collision reducing techniques.</p> <p>C. The Kern County Building Inspection Department will verify in the field during construction.</p>			
<p>Justification: Changes or alterations to the project have been required to substantially reduce the potentially significant environmental effects identified in the final EIR to the extent feasible.</p>					

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4.5	Cultural Resources				
#35	<p>MM 4.4-1: Prior to issuance of grading permits, the project operator shall:</p> <ul style="list-style-type: none"> a) Retain a qualified archaeologist, defined as an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards as published in Title 36, Code of Federal Regulations, part 61 (36 CFR Part 61) to carry out all mitigation measures related to archaeological and historical resources. b) The services of a qualified archaeological monitor and Native American monitor shall be retained by the project operator to monitor all ground-disturbing activities associated with the construction of the proposed project. The Native American monitor shall be selected from a list of Native American contacts with traditional ties to the project area, provided by the Native American Heritage Commission and/or consultation with Native American tribal groups who may have interest in the project area. The archaeological monitor shall work under the supervision of the qualified archaeologist. c) The qualified archaeologist, archaeological monitor and Native American monitor shall be provided all project documentation related to cultural resources prior to commencement of ground disturbance activities. Project documentation shall include but not be limited to previous cultural studies, surveys, maps, drawings, etc. Any modifications or updates to project documentation, including construction plans and schedules, shall immediately be provided to the qualified archaeologist, archaeological monitor and Native American monitor. 	<p>Prior to issuance of grading permits and during construction</p>	<p>Planning and Community Development Department</p>		
		<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. Documentation that a qualified archaeological monitor and Native American monitor have been retained by the project operator to monitor initial ground-disturbing activities shall be submitted to the Planning and Community Development Department. B. If cultural materials or artifacts are discovered, halt all work and contact a qualified archaeologist and Native American monitor to assess finds and recommend procedures. C. If necessary, implement recommended procedures in consultation with qualified archaeologist and Native American monitor. D. Prior to final tract or parcel map recordation, provide Kern County Planning and Community Development Department a report of the findings prepared by a qualified archaeologist as proof of pre-construction survey and, if necessary, successful completion of site-specific recommendations. 			
#36	MM 4.4-2: Prior to issuance of grading permits and in coordination with the qualified archaeologist, the construction zone shall be narrowed or	Prior to issuance of grading permits	Planning and Community Development Department		

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4.5	<p>Cultural Resources</p> <p>otherwise altered to avoid CA-KER-8156. If avoidance is feasible, the area within 50 feet of CA-KER-8156 shall be designated Environmentally Sensitive Area and marked with exclusion markers to ensure avoidance. Protective fencing shall not identify the protected area as a cultural resource area in order to discourage unauthorized disturbance or collection of artifacts.</p> <p>If avoidance of CA-KER-8156 is feasible, prior to issuance of grading permits, a long-term cultural resources management plan shall be developed for this resource or portion(s) of the resource that can be avoided during project construction, in order to minimize future impacts during project operation and maintenance. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department.</p> <p>If avoidance of 50 feet of CA-KER-8156 is not feasible, prior to the issuance of any grading or building permits a detailed Cultural Resources Treatment Plan shall be prepared and implemented by a qualified archaeologist. The Cultural Resources Treatment Plan shall include a research design and a scope of work for data recovery of the portion(s) of this resource to be impacted by the project.</p> <p>Treatment shall consist of (but would not be limited to): a sufficient avoidance buffer to protect the resource until data recovery and/or removal is completed; sample excavation; surface artifact collection; site documentation; and historical research, with the aim to target the recovery of important scientific data contained in the portion of the significant resource to be impacted by the project. The Cultural Resources Treatment Plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, and curation of artifacts and data at an approved facility. The reports documenting the implementation of the Cultural Resources Treatment Plan shall be submitted to and approved by the Kern County Planning and Community Development Director prior</p>		<ul style="list-style-type: none"> A. A qualified archaeological monitor and Native American monitor shall be retained by the project operator to monitor initial ground-disturbing activities. B. If cultural materials or artifacts are discovered, halt all work and contact a qualified archaeologist and Native American monitor to assess finds and recommend procedures. C. If necessary, implement recommended procedures in consultation with qualified archaeologist and Native American monitor. D. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department. E. Prior to final tract or parcel map recordation, provide Kern County Planning and Community Development Department a report of the findings prepared by a qualified archaeologist as proof of pre-construction survey and, if necessary, successful completion of site-specific recommendations. 		
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45 Cultural Resources

	<p>to the issuance of a grading permit, and shall also be submitted to the Southern San Joaquin Valley Information Center at California State University, Bakersfield.</p> <p>If project phasing allows, multiple resources can be included in a single treatment plan document.</p>				
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#37	<p>MM 4.4-3: Prior to issuance of grading permits and in coordination with the qualified archaeologist, the construction zone shall be narrowed or otherwise altered to avoid CA-KER-7853. If avoidance is feasible, the area within 50 feet of CA-KER-7853 shall be designated Environmentally Sensitive Area and marked with exclusion markers to ensure avoidance. Protective fencing shall not identify the protected area as a cultural resource area in order to discourage unauthorized disturbance or collection of artifacts.</p> <p>If avoidance of CA-KER-7853 is feasible, prior to issuance of grading permits, a long-term cultural resources management plan shall be developed for this resource or portion(s) of the resource that can be avoided during project construction, in order to minimize future impacts during project operation and maintenance. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department.</p> <p>If avoidance of 50 feet of CA-KER-7853 is not feasible, a detailed Cultural Resources Treatment Plan shall be prepared and implemented by a qualified archaeologist. The Cultural Resources Treatment Plan shall include a research design and a scope of work for data recovery of the portion(s) of this resource to be impacted by the project.</p> <p>Treatment shall consist of (but would not be limited to): a sufficient avoidance buffer to protect the resource until data recovery and/or removal is completed; sample excavation; surface artifact collection; site documentation; and historical research, with the aim to target the recovery</p>	<p>Prior to issuance of grading permits</p>	<p>Planning and Community Development Department</p>		<ul style="list-style-type: none"> A. A qualified archaeological monitor and Native American monitor shall be retained by the project operator to monitor initial ground-disturbing activities. B. If cultural materials or artifacts are discovered, halt all work and contact a qualified archaeologist and Native American monitor to assess finds and recommend procedures. C. If necessary, implement recommended procedures in consultation with qualified archaeologist and Native American monitor. D. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department. E. Prior to final tract or parcel map recordation, provide Kern County Planning and Community Development Department a report of the findings prepared by a qualified archaeologist as proof of pre-construction survey and, if necessary, successful completion of site-specific recommendations.
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4.5	Cultural Resources				
	<p>of important scientific data contained in the portion of the significant resource to be impacted by the project. The Cultural Resources Treatment Plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, and curation of artifacts and data at an approved facility. The reports documenting the implementation of the Cultural Resources Treatment Plan shall be submitted to and approved by the Kern County Planning and Community Development Director prior to the issuance of a grading permit, and shall also be submitted to the Southern San Joaquin Valley Information Center at California State University, Bakersfield.</p> <p>If project phasing allows, multiple resources can be included in a single treatment plan document.</p>				
#38	<p>MM 4.4-4: Prior to issuance of grading permits and in coordination with the qualified archaeologist, the construction zone shall be narrowed or otherwise altered to avoid CA-KER-7854. If avoidance is feasible, the area within 50 feet of CA-KER-7854 shall be designated Environmentally Sensitive Area and marked with exclusion markers to ensure avoidance. Protective fencing shall not identify the protected area as a cultural resource area in order to discourage unauthorized disturbance or collection of artifacts.</p> <p>If avoidance of CA-KER-7854 is feasible, prior to issuance of grading permits, a long-term cultural resources management plan shall be developed for this resource or portion(s) of the resource that can be avoided during project construction, in order to minimize future impacts during project operation and maintenance. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department.</p> <p>If avoidance of 50 feet of CA-KER-7854 is not feasible, a detailed Cultural Resources Treatment Plan shall be prepared and implemented by a qualified archaeologist. The Cultural Resources Treatment Plan shall include a</p>	<p>Prior to issuance of grading permits</p>	<p>Planning and Community Development Department</p>		<ul style="list-style-type: none"> A. A qualified archaeological monitor and Native American monitor shall be retained by the project operator to monitor initial ground-disturbing activities. B. If cultural materials or artifacts are discovered, halt all work and contact a qualified archaeologist and Native American monitor to assess finds and recommend procedures. C. If necessary, implement recommended procedures in consultation with qualified archaeologist and Native American monitor. D. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department. E. Prior to final tract or parcel map recordation, provide Kern County Planning and Community Development Department a report of the findings prepared by a qualified archaeologist as proof of pre-construction survey and, if necessary, successful completion of site-specific recommendations.

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4.5 Cultural Resources

	<p>research design and a scope of work for data recovery of the portion(s) of this resource to be impacted by the project.</p> <p>Treatment shall consist of (but would not be limited to): a sufficient avoidance buffer to protect the resource until data recovery and/or removal is completed; sample excavation; surface artifact collection; site documentation; and historical research, with the aim to target the recovery of important scientific data contained in the portion of the significant resource to be impacted by the project. The Cultural Resources Treatment Plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, and curation of artifacts and data at an approved facility. The reports documenting the implementation of the Cultural Resources Treatment Plan shall be submitted to and approved by the Kern County Planning and Community Development Director prior to the issuance of a grading permit, and shall also be submitted to the Southern San Joaquin Valley Information Center at California State University, Bakersfield.</p> <p>If project phasing allows, multiple resources can be included in a single treatment plan document.</p>				
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#39	<p>MM 4.4-5: Prior to issuance of grading permits and in coordination with the qualified archaeologist, the construction zone shall be narrowed or otherwise altered to avoid CA-KER-7855. If avoidance is feasible, the area within 50 feet of CA-KER-7855 shall be designated Environmentally Sensitive Area and marked with exclusion markers to ensure avoidance. Protective fencing shall not identify the protected area as a cultural resource area in order to discourage unauthorized disturbance or collection of artifacts.</p> <p>If avoidance of CA-KER-7855 is feasible, prior to issuance of grading permits, a long-term cultural resources management plan shall be developed for this resource or portion(s) of the resource that can be avoided during project construction, in order to minimize future impacts during project</p>	<p>Prior to issuance of grading permits</p>	<p>Planning and Community Development Department</p>		<p>A. A qualified archaeological monitor and Native American monitor shall be retained by the project operator to monitor initial ground-disturbing activities.</p> <p>B. If cultural materials or artifacts are discovered, halt all work and contact a qualified archaeologist and Native American monitor to assess finds and recommend procedures.</p> <p>C. If necessary, implement recommended procedures in consultation with qualified archaeologist and Native American monitor.</p> <p>D. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department.</p>
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4.5	<p>Cultural Resources</p> <p>operation and maintenance. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department.</p> <p>If avoidance of 50 feet of CA-KER-7855 is not feasible, a detailed Cultural Resources Treatment Plan shall be prepared and implemented by a qualified archaeologist. The Cultural Resources Treatment Plan shall include a research design and a scope of work for data recovery of the portion(s) of this resource to be impacted by the project.</p> <p>Treatment shall consist of (but would not be limited to): a sufficient avoidance buffer to protect the resource until data recovery and/or removal is completed; sample excavation; surface artifact collection; site documentation; and historical research, with the aim to target the recovery of important scientific data contained in the portion of the significant resource to be impacted by the project. The Cultural Resources Treatment Plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, and curation of artifacts and data at an approved facility. The reports documenting the implementation of the Cultural Resources Treatment Plan shall be submitted to and approved by the Kern County Planning and Community Development Director prior to the issuance of a grading permit, and shall also be submitted to the Southern San Joaquin Valley Information Center at California State University, Bakersfield.</p> <p>If project phasing allows, multiple resources can be included in a single treatment plan document.</p>		E. Prior to final tract or parcel map recordation, provide Kern County Planning and Community Development Department a report of the findings prepared by a qualified archaeologist as proof of pre-construction survey and, if necessary, successful completion of site-specific recommendations.		
#40	MM 4.4-6: Prior to issuance of grading permits and in coordination with the qualified archaeologist, the construction zone shall be narrowed or otherwise altered to avoid CA-KER-7848. If avoidance is feasible, the area within 50 feet of CA-KER-7848 shall be designated Environmentally Sensitive Area and marked with exclusion markers to ensure avoidance.	Prior to issuance of grading permits	Planning and Community Development Department		
		A. A qualified archaeological monitor and Native American monitor shall be retained by the project operator to monitor initial ground-disturbing activities.			

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4.5	<p>Cultural Resources</p> <p>Protective fencing shall not identify the protected area as a cultural resource area in order to discourage unauthorized disturbance or collection of artifacts.</p> <p>If avoidance of CA-KER-7848 is feasible, prior to issuance of grading permits, a long-term cultural resources management plan shall be developed for this resource or portion(s) of the resource that can be avoided during project construction, in order to minimize future impacts during project operation and maintenance. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department.</p> <p>If avoidance of 50 feet of CA-KER-7848 is not feasible, a detailed Cultural Resources Treatment Plan shall be prepared and implemented by a qualified archaeologist. The Cultural Resources Treatment Plan shall include a research design and a scope of work for data recovery of the portion(s) of this resource to be impacted by the project.</p> <p>Treatment shall consist of (but would not be limited to): a sufficient avoidance buffer to protect the resource until data recovery and/or removal is completed; sample excavation; surface artifact collection; site documentation; and historical research, with the aim to target the recovery of important scientific data contained in the portion of the significant resource to be impacted by the project. The Cultural Resources Treatment Plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, and curation of artifacts and data at an approved facility. The reports documenting the implementation of the Cultural Resources Treatment Plan shall be submitted to and approved by the Kern County Planning and Community Development Director prior to the issuance of a grading permit, and shall also be submitted to the Southern San Joaquin Valley Information Center at California State University, Bakersfield.</p> <p>If project phasing allows, multiple resources can be included in a single</p>		<p>B. If cultural materials or artifacts are discovered, halt all work and contact a qualified archaeologist and Native American monitor to assess finds and recommend procedures.</p> <p>C. If necessary, implement recommended procedures in consultation with qualified archaeologist and Native American monitor.</p> <p>D. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department.</p> <p>E. Prior to final tract or parcel map recordation, provide Kern County Planning and Community Development Department a report of the findings prepared by a qualified archaeologist as proof of pre-construction survey and, if necessary, successful completion of site-specific recommendations.</p>		
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4.5	<p>Cultural Resources treatment plan document.</p>				
#41	<p>MM 4.4-7: Prior to issuance of grading permits and in coordination with the qualified archaeologist, the construction zone shall be narrowed or otherwise altered to avoid CA-KER-3366H. Avoidance of CA-KER-3366H shall be documented on construction plans</p> <p>If avoidance of CA-KER-3366H is feasible, prior to issuance of grading permits, a long-term cultural resources management plan shall be developed for this resource or portion(s) of the resource that can be avoided during project construction, in order to minimize future impacts during project operation and maintenance. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department.</p> <p>If avoidance of 50 feet of CA-KER-3366H is not feasible, prior to the issuance of any grading or building permits, a detailed Cultural Resources Treatment Plan shall be prepared and implemented by a qualified archaeologist. The Cultural Resources Treatment Plan shall include a research design and a scope of work for data recovery of the portion(s) of this resource to be impacted by the project.</p> <p>Treatment shall consist of (but would not be limited to): a sufficient avoidance buffer to protect the resource until data recovery and/or removal is completed; sample excavation; surface artifact collection; site documentation; and historical research, with the aim to target the recovery of important scientific data contained in the portion of the significant resource to be impacted by the project. The Cultural Resources Treatment Plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, and curation of artifacts and data at an approved facility. The reports documenting the implementation of the Cultural Resources Treatment Plan shall be submitted to and approved by the Kern County Planning and Community Development Director prior</p>	<p>Prior to issuance of grading permits</p>	<p>Planning and Community Development Department</p>		<p>A. A qualified archaeological monitor and Native American monitor shall be retained by the project operator to monitor initial ground-disturbing activities.</p> <p>B. If cultural materials or artifacts are discovered, halt all work and contact a qualified archaeologist and Native American monitor to assess finds and recommend procedures.</p> <p>C. If necessary, implement recommended procedures in consultation with qualified archaeologist and Native American monitor.</p> <p>D. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department.</p> <p>E. Prior to final tract or parcel map recordation, provide Kern County Planning and Community Development Department a report of the findings prepared by a qualified archaeologist as proof of pre-construction survey and, if necessary, successful completion of site-specific recommendations.</p>

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4.5	<p>Cultural Resources</p> <p>to the issuance of a grading permit, and shall also be submitted to the Southern San Joaquin Valley Information Center at California State University, Bakersfield.</p> <p>If project phasing allows, multiple resources can be included in a single treatment plan document.</p>				
#42	<p>MM 4.4-8: Prior to issuance of grading permits and in coordination with the qualified archaeologist, the construction zone shall be narrowed or otherwise altered to avoid CA-KER-7852/H. If avoidance is feasible, the area within 50 feet of CA-KER-7852/H shall be designated Environmentally Sensitive Area and marked with exclusion markers to ensure avoidance. Protective fencing shall not identify the protected area as a cultural resource area in order to discourage unauthorized disturbance or collection of artifacts.</p> <p>If avoidance of CA-KER-7852/H is feasible, prior to issuance of grading permits, a long-term cultural resources management plan shall be developed for this resource or portion(s) of the resource that can be avoided during project construction, in order to minimize future impacts during project operation and maintenance. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department.</p> <p>If avoidance within 50 feet of CA-KER-7852/H is not feasible, a detailed Cultural Resources Treatment Plan shall be prepared and implemented by a qualified archaeologist. The Cultural Resources Treatment Plan shall include a research design and a scope of work for data recovery of the portion(s) of this resource to be impacted by the project.</p> <p>Treatment shall consist of (but would not be limited to): a sufficient avoidance buffer to protect the resource until data recovery and/or removal is completed; sample excavation; surface artifact collection; site documentation; and historical research, with the aim to target the recovery</p>	<p>Prior to issuance of grading permits</p>	<p>Planning and Community Development Department</p>		<ul style="list-style-type: none"> A. A qualified archaeological monitor and Native American monitor shall be retained by the project operator to monitor initial ground-disturbing activities. B. If cultural materials or artifacts are discovered, halt all work and contact a qualified archaeologist and Native American monitor to assess finds and recommend procedures. C. If necessary, implement recommended procedures in consultation with qualified archaeologist and Native American monitor. D. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department. E. Prior to final tract or parcel map recordation, provide Kern County Planning and Community Development Department a report of the findings prepared by a qualified archaeologist as proof of pre-construction survey and, if necessary, successful completion of site-specific recommendations.

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4.5	<p>Cultural Resources</p>				
	<p>of important scientific data contained in the portion of the significant resource to be impacted by the project. The Cultural Resources Treatment Plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, and curation of artifacts and data at an approved facility. The reports documenting the implementation of the Cultural Resources Treatment Plan shall be submitted to and approved by the Kern County Planning and Community Development Director prior to the issuance of a grading permit, and shall also be submitted to the Southern San Joaquin Valley Information Center at California State University, Bakersfield.</p> <p>If project phasing allows, multiple resources can be included in a single treatment plan document.</p>				
#43	<p>MMI 4.4-9: Prior to issuance of grading permits and in coordination with the qualified archaeologist, the construction zone shall be narrowed or otherwise altered to avoid CA-KER-8286. If avoidance is feasible, the area within 50 feet of CA-KER-8286 shall be designated Environmentally Sensitive Area and marked with exclusion markers to ensure avoidance. Protective fencing shall not identify the protected area as a cultural resource area in order to discourage unauthorized disturbance or collection of artifacts.</p> <p>If avoidance of CA-KER-8286 is feasible, prior to issuance of grading permits, a long-term cultural resources management plan shall be developed for this resource or portion(s) of the resource that can be avoided during project construction, in order to minimize future impacts during project operation and maintenance. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department.</p> <p>If avoidance of 50 feet of CA-KER-8286 is not feasible, a detailed Cultural Resources Treatment Plan shall be prepared and implemented by a qualified archaeologist. The Cultural Resources Treatment Plan shall include a</p>	Prior to issuance of grading permits	Planning and Community Development Department		
		<ul style="list-style-type: none"> A. A qualified archaeological monitor and Native American monitor shall be retained by the project operator to monitor initial ground-disturbing activities. B. If cultural materials or artifacts are discovered, halt all work and contact a qualified archaeologist and Native American monitor to assess finds and recommend procedures. C. If necessary, implement recommended procedures in consultation with qualified archaeologist and Native American monitor. D. A copy of the cultural resources management plan shall be submitted to the Kern County Planning and Community Development Department. E. Prior to final tract or parcel map recordation, provide Kern County Planning and Community Development Department a report of the findings prepared by a qualified archaeologist as proof of pre-construction survey and, if necessary, successful completion of site-specific recommendations. 			

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45	<p>Cultural Resources</p> <p>research design and a scope of work for data recovery of the portion(s) of this resource to be impacted by the project.</p> <p>Treatment shall consist of (but would not be limited to): a sufficient avoidance buffer to protect the resource until data recovery and/or removal is completed; sample excavation; surface artifact collection; site documentation; and historical research, with the aim to target the recovery of important scientific data contained in the portion of the significant resource to be impacted by the project. The Cultural Resources Treatment Plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, and curation of artifacts and data at an approved facility. The reports documenting the implementation of the Cultural Resources Treatment Plan shall be submitted to and approved by the Kern County Planning and Community Development Director prior to the issuance of a grading permit, and shall also be submitted to the Southern San Joaquin Valley Information Center at California State University, Bakersfield.</p> <p>If project phasing allows, multiple resources can be included in a single treatment plan document.</p>				
#44	<p>MM 4.4-10: Prior to the issuance of grading or building permits, and for the duration of construction activities, a Construction Worker Environmental and Cultural Awareness Training Program shall be provided to all new construction workers within one week of employment at the project site, laydown area and/or transmission routes. The training shall be prepared and conducted by the qualified archaeologist and may include participation of the Native American Monitor. The training may be in the form of a video. The qualified archaeologist shall be available to answer questions posed by employees. The training may be discontinued when ground disturbance is completed or suspended, but must resume when construction activities resume. The training shall include, but not be limited to:</p> <p>i. A discussion of applicable cultural resources statutes, regulations</p>	<p>Prior to issuance of grading or building permits</p>	<p>Planning and Community Development Department</p>		
					<p>A. A qualified archaeological monitor and Native American monitor shall be retained by the project operator to conduct training.</p> <p>B. A copy of the Construction Worker Environmental and Cultural Awareness Training Program and the acknowledgement form signed by each worker indicating that environmental/ cultural training has been completed shall be submitted to the Planning and Community Development Department</p>

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4.5	<p>Cultural Resources</p> <p>and related enforcement provisions;</p> <ul style="list-style-type: none"> ii. An overview of the prehistoric and historic environmental setting and context, as well as current cultural information regarding local tribal groups, provided by the Native American Monitor or tribal leader; iii. A summary of the effects of the proposed project on cultural resources; iv. Samples or visuals of artifacts that might be found in the project area; v. A discussion of what such artifacts may look like when partially or totally buried and then freshly exposed; vi. A discussion of what prehistoric and historic archaeological deposits look like at the surface and when exposed during construction; vii. Instruction that in the event cultural resources are unearthed during ground-disturbing activities, the qualified archaeologist, the archaeological monitor and/or Native American monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the site until the qualified archaeologist has evaluated the find, determined whether the find is culturally sensitive, and designs an appropriate short-term and long term treatment plan. The qualified archaeologist, in consultation with the Planning and Community Development Department and Native American Monitor shall establish an appropriate protocols and procedures for minimizing impacts during construction and future impacts during project operation and maintenance; viii. An informational guide that identifies the reporting procedures in the event of a discovery; 				
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4.5 Cultural Resources

	<ul style="list-style-type: none"> ix. Other information as deemed necessary by the qualified archaeologist or Native American Monitor; x. An acknowledgement form signed by each worker indicating that environmental/ cultural training has been completed. xi. A sticker that shall be placed on hard hats indicating that the worker has completed the environmental/ cultural training. Construction workers shall not be permitted to operate equipment within the construction area unless they have attended the training and are wearing hard hats with the required sticker; xii. A copy of the training transcript and/or training video, as well as a list of the names of all personnel who attended the training and copies of the signed acknowledgement forms shall be submitted to the Kern County Planning and Community Development Department. 				
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#45	<p>MM 4.4-11: Prior to issuance of a grading permit, a qualified archaeological monitor and Native American monitor shall be retained by the project operator to monitor ground-disturbing activities including, but not limited to, brush clearance and grubbing, grading, trenching, excavation, installation of panel support structures, and the construction of fencing and access roads. Monitoring shall include, at a minimum, all ground-disturbing activities, as defined above, within landforms Hf1, Hf1d, Hf2, and Hf4 (as defined in the geoarchaeological report prepared for the project, Landform Structure and Archaeological Sensitivity in the Beacon Solar Energy project Area. [Far Western. May 2009]) and within unknown landforms; and within 100 feet of all significant or unevaluated historical resources (CA-KER-8156, CA-KER-7853, CA-KER-7854, CA-KER-7855, CA-KER-7848, CA-KER-7852/H, and CA-KER-8286) except CA-KER-3366H (Union Pacific Railroad, Jawbone Branch). The duration and timing of monitoring shall be determined by the qualified archaeologist in consultation with the lead</p>	<p>Prior to issuance of grading permits and during construction</p>	<p>Planning and Community Development Department</p>		
		<ul style="list-style-type: none"> A. A qualified archaeological monitor and Native American monitor shall be retained by the project operator to monitor initial ground-disturbing activities. B. Project operator shall provide a copy of the Landform Structure and Archaeological Sensitivity in the Beacon Solar Energy project Area report (Far Western. May 2009). C. If cultural materials or artifacts are discovered, halt all work and contact a qualified archaeologist and Native American monitor to assess finds and recommend procedures. D. If necessary, implement recommended procedures in consultation with qualified archaeologist and Native American monitor. 			

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4.5	<p>Cultural Resources</p> <p>agency and based on the grading plans.</p> <p>In the event cultural resources are unearthed during ground-disturbing activities, the qualified archaeologist, the archaeological monitor and/or Native American monitor shall be empowered to halt or redirect ground-disturbing activities away from the vicinity of the site until the qualified archaeologist has evaluated the find, determined whether the find is culturally sensitive, and designs an appropriate short-term and long term treatment plan. The qualified Archaeologist, in consultation with the Planning and Community Development Department and Native American Monitor shall establish an appropriate protocols and procedures for minimizing impacts during construction and future impacts during project operation and maintenance. The archaeological monitor shall keep daily logs and shall submit quarterly written updates to the Kern County Planning and Community Development Department. After monitoring has been completed, the qualified archaeologist shall prepare a monitoring report that details the results of monitoring, which shall be submitted to the Planning and Community Development Department and to the Southern San Joaquin Valley Information Center at California State University, Bakersfield.</p>	<p>E. Prior to final tract or parcel map recordation, provide Kern County Planning and Community Development Department a report of the findings prepared by a qualified archaeologist as proof of pre-construction survey and, if necessary, successful completion of site-specific recommendations.</p>			
#46	<p>MM 4.4-12: If cultural resources are encountered during the course of ground disturbing activities, the project operator shall cease any ground disturbing activities within 100 feet of the find until it can be evaluated by the qualified archaeologist. Cultural resource materials may include, but are not limited to, prehistoric lithic artifacts, groundstone, fire-affected rock, midden (culturally-modified soil), historic-era household debris, ceramics, industrial materials, glass, metal, wood, brick, or structural remnants. If the qualified archaeologist determines that the resources may be significant, he or she shall notify the Planning and Community Development Department and shall develop an appropriate treatment plan for the resources. Treatment measures may include avoidance, preservation, removal, data recovery, protection, or other measures developed in consultation with the Planning and Community Development Department. Avoidance or preservation in place shall be the preferred means of mitigating impacts to cultural</p>	During grading and construction	Planning and Community Development Department		
		<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.</p> <p>B. The project operator shall retain a qualified archaeologist to monitor grading and other earth-disturbing activities and, if activities uncover historical resources, to assess finds and recommended procedures.</p> <p>C. The Planning and Community Development Department shall review and approve all reports, correspondence, and determinations regarding historical resources prepared by the qualified archaeologist.</p> <p>D. Kern County Building Inspectors will verify compliance in the field prior to</p>			

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4.5	Cultural Resources				
	resources. The Planning and Community Development Department shall consult with appropriate Native American representatives in determining appropriate treatment for unearthed cultural resources if the resources are prehistoric or Native American in nature. Archaeological materials recovered during any investigation shall be curated at an accredited curational facility, if curation is deemed appropriate. A curation agreement between the project operator and accredited curational facility shall be executed prior to the issuance of a grading permit.	and during the construction period			
#47	<p>MM 4.4-13: Prior to the issuance of grading permits, a qualified paleontologist shall be retained to monitor all ground-disturbing activity that occurs at a depth of five feet or deeper below ground surface. The duration and timing of monitoring shall be determined by the qualified paleontologist in consultation with the Kern County Planning and Community Development Department, and be based on the grading plans. Initially, all ground-disturbing activities deeper than five feet shall be monitored. However, during the course of monitoring, if the paleontologist can demonstrate that the level of monitoring should be reduced, the paleontologist, in consultation with the Kern County Planning and Community Development Department, may adjust the level of monitoring to circumstances, as warranted.</p> <p>Paleontological monitoring shall include inspection of exposed rock units during active excavations within sensitive geologic sediments. The qualified paleontologist shall have authority to temporarily divert excavation operations away from exposed fossils to collect associated data and recover the fossil specimens if deemed necessary. At each fossil locality, field data forms shall be used to record pertinent geologic data, stratigraphic sections shall be measured, and appropriate sediment samples shall be collected and submitted for analysis.</p> <p>Following the completion of the above tasks, the paleontologist shall prepare a report documenting the absence or discovery of fossil resources on-site. If fossils are found, the report shall summarize the results of the inspection program, identify those fossils encountered, recovery and</p>	Prior to issuance of grading permits and during construction	Planning and Community Development Department		
		<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.</p> <p>B. If necessary, the project operator shall retain a qualified paleontologist to assess finds and recommended procedures.</p> <p>C. If necessary, additional avoidance, testing, and evaluation or data recovery excavations shall occur by a qualified paleontologist.</p> <p>D. The Planning and Community Development Department shall review and approve all reports, correspondence, and determinations.</p>			

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45	Cultural Resources				
	curation efforts, and the methods used in these efforts, as well as describe the fossils collected and their significance. A copy of the report shall be provided to the Kern County Planning and Community Development Department and to the Natural History Museum of Los Angeles County.				
#48	MM 4.4-14: If human remains are uncovered during project construction, the project operator shall immediately halt work, contact the Kern County Coroner to evaluate the remains, and follow the procedures and protocols set forth in Section 15064.5 (e)(1) of the CEQA Guidelines. The Kern County Planning and Community Development Department shall also be notified of the discovery. If the County Coroner determines that the remains are Native American, the project operator shall contact the Native American Heritage Commission, in accordance with Health and Safety Code Section 7050.5, subdivision (c), and Public Resources Code 5097.98 (as amended by AB 2641). Per Public Resources Code 5097.98, the project operator shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this section (PRC 5097.98), with the most likely descendent regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.	During construction and operations	Planning and Community Development Department		
		Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. If required, the project operator shall contact the County Coroner to assess the find. C. If required, the County Coroner shall contact the Native American Heritage Commission to assess the find. D. The Planning and Community Development Department shall verify compliance with the mitigation measure.			
Justification: Changes or alterations to the project have been required to substantially reduce the potentially significant environmental effects identified in the final EIR to the extent feasible.					

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4.5 Geology and Soils

<p>#49</p>	<p>MM 4.5-1: Prior to the issuance of grading permits, the project operator shall retain a qualified geotechnical engineer to design the project facilities to withstand probable seismically induced ground shaking at the sites. All grading and construction on site shall adhere to the specifications, procedures, and site conditions contained in the final design plans, which shall be fully compliant with the seismic recommendations of the California-registered professional engineer. The procedures and site conditions shall encompass site preparation, foundation specifications, and protection measures for buried metal. The final structural design shall be subject to approval and follow-up inspection by the Kern County Building Inspection Department. Final design requirements shall be provided to the onsite construction supervisor and the Kern County Building Inspector to ensure compliance. A copy of the approved design shall be submitted to the Kern County Planning and Community Development Department.</p>	<p>Prior to issuing building and grading permits, and during grading and construction</p>	<p>Kern County Planning and Community Development Department Kern County Building Inspection Department Kern County Engineering, Surveying, and Permit Services Department</p>		
		<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. Provide Kern County Building Inspection Department a copy of the geotechnical report prior to issuance of building and grading permits. B. Provide the construction supervisor and building inspector with the geotechnical report and adhere to all specifications and procedures and site conditions in the geotechnical report or, if more stringent, the California Building Code. C. If the project is altered from what is described in the report, contact a qualified soils engineer to review and reevaluate the changes. D. If the building inspector finds site preparation or construction activities out of compliance with the geotechnical report or the California Building Code, contact a qualified special investigator to review all grading, construction, and changes and verify that all changes are in accordance with approved grading plan, the geotechnical report, and recognized principles and practices. E. If necessary, provide site investigative reports prepared by the applicant's engineer of record, the geotechnical engineer, and the special investigator for review by Kern County Engineering, Surveying, and Permit Services Department. F. If necessary, provide Kern County Planning and Community Development Department, Kern County Building Inspection Department, and Kern County Engineering, Surveying, and Permit Services Department with evidence of compliance with the soils engineer's review and reevaluation 			

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4.5 Geology and Soils

		and/or the special investigator's review.			
#50	MM 4.5-2: The project operator shall limit grading to the minimum area necessary for construction. The operator shall retain a California registered professional engineer to review the final grading earthwork and foundation plans prior to construction.	Prior to approval of grading and building plans and during grading	Planning and Community Development Department; Kern County Engineering, Surveying and Permit Services Department		
		<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.</p> <p>B. The project operator shall limit grading in the grading plans as outlined in the mitigation.</p> <p>C. The project operator shall have a California registered professional engineer review final grading earthwork and foundation plans prior to construction as outlined in mitigation.</p> <p>D. The Kern County Building Inspection Department, Engineering Surveying and Permit Services, and Planning and Community Development Department shall review and approve prior to issuing building and grading permits.</p> <p>E. The project operator shall provide copies of the final grading earthwork and foundation plans to the Planning and Community Development Department for verification and compliance.</p>			
#51	MM 4.5-3: The project operator shall prepare a Soil Erosion and Sedimentation Control Plan to mitigate potential loss of soil and erosion. The plan shall be prepared by a California registered civil engineer or other professional and submitted for review and approval by the Kern County Engineering, Surveying and Permit Services Department. The plan shall include, but is not limited to, the following: <ul style="list-style-type: none"> i. Best Management Practices to minimize soil erosion consistent with Kern County grading requirements and the California Regional Water Quality Control Board requirements pertaining to the preparation and approval of a Stormwater Pollution Prevention Plan (Best Management Practices recommended by the Kern County Engineering, Surveying and Permit Services Department 	Prior to approval of grading and building plans and during grading	Planning and Community Development Department; Kern County Engineering, Surveying and Permit Services Department		
		<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.</p> <p>B. The project operator shall have a California registered professional engineer review final grading earthwork and foundation plans prior to construction as outlined in mitigation.</p>			

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4.5 Geology and Soils

	<p>shall be reviewed for applicability);</p> <ul style="list-style-type: none"> ii. Provisions to maintain flow in washes, should it occur, throughout construction; iii. Provisions for site revegetation using native plants; iv. Sediment collection facilities as may be required by the Kern County Engineering and Survey Services Department; v. A timetable for full implementation, estimated costs, and a surety bond or other security as approved by the County; and vi. Other measures required by the County during permitting, including long-term monitoring (post-construction) of erosion control measures until site stabilization is achieved. 	<p>C. The Kern County Building Inspection Department, Engineering Surveying and Permit Services, and Planning and Community Development Department shall review and approve prior to issuing building and grading permits.</p>			
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#52	<p>MM 4.5-4: The project operator shall conduct grading activities pursuant to Kern County Grading Ordinance, Chapter 17.28 and as follows:</p> <ul style="list-style-type: none"> i. Grade sites near slopes and embankments in a way that would prevent or minimize erosion damage to the slope; ii. Seed or otherwise revegetate complete slopes; iii. On steeper slopes, including wash embankments as necessary, use mulching or biodegradable erosion control blankets as appropriate to stabilize the topsoil until vegetation can be reestablished; and iv. On slopes where unusual flow conditions (e.g., flooding) are expected, employ more substantial erosion protection measures such as grouted cobble slope facings or manufactured slope protection. 	<p>During grading and construction</p>	<p>Planning and Community Development Department; Kern County Engineering, Surveying and Permit Services Department</p>		
		<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall limit grading in the grading plans as outlined in the mitigation. C. The project operator shall have a California registered professional engineer review final grading earthwork and foundation plans prior to construction as outlined in mitigation. D. The project operator shall provide copies of the final grading earthwork and foundation plans to the Planning and Community Development Department for verification and compliance. E. Kern County Engineering, Surveying, and Permit Services Department will verify in the field during the construction period 			

#53	<p>MM 4.5-5: Prior to the issuance of any building permit for the operation and</p>	<p>Prior to issuing of</p>	<p>Planning and Community</p>		
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4.5	Geology and Soils maintenance facility, the project operator shall obtain all required permits and approvals from Kern County Environmental Health Services Division, and shall implement all required conditions regarding the design and siting of the septic system and leach fields.	building and grading permits and during operation and construction.	Development Department Kern County Environmental Health Services Division		
		Steps to Compliance: A. Plans for septic system shall be submitted to the Kern County Environmental Health Services Division for approval. B. Project operator shall submit final approved plans and permits for the septic system to the Kern County Planning and Community Development Department			
Justification: Changes or alterations to the project have been required to substantially reduce the potentially significant environmental effects identified in the final EIR to the extent feasible.					

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4.6	Greenhouse Gas Emissions				
	No Mitigation required.				

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4.7	Hazards and Hazardous Materials				
#54	<p>MM 4.7-1: The project operator shall prepare a hazardous materials business plan and submit it to the Kern County Environmental Health Services Division/Hazardous Materials Section for review and approval. The hazardous materials business plan shall delineate hazardous material and hazardous waste storage areas; describe proper handling, storage, transport, and disposal techniques; describe methods to be used to avoid spills and minimize impacts in the event of a spill; describe procedures for handling and disposing of unanticipated hazardous materials encountered during construction; and establish public and agency notification procedures for spills and other emergencies including fires. The project operator shall provide the hazardous materials business plan to all contractors working on the project and shall ensure that one copy is available at the project site at all times. A copy of the approved hazardous materials business plan shall be submitted to the Kern County Planning and Community Development Department.</p>	<p>Prior to issuing building and grading permits, during operation</p>	<p>Kern County Planning and Community Development Department Kern County Environmental Health Services Division/Hazardous Materials Section</p>		
<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. Submit final hazardous material business plan to the Kern County Environmental Health Services Department/Hazardous Materials Section for review and approval. B. The project operator shall provide the hazardous materials business plan to all contractors working on the project and shall ensure that one copy is available at the project site at all times. 					
#55	<p>MM 4.7-2: The contractor or project personnel shall use herbicides that are approved by the California Department of Fish and Game and U.S Fish and Wildlife Service. Personnel applying herbicides shall have all appropriate state and local herbicide applicator licenses and comply with all state and local regulations regarding herbicide use. Herbicides shall be mixed and applied in conformance with the manufacturer's directions. The herbicide applicator shall be equipped with splash protection clothing and gear, chemical resistant gloves, chemical spill/splash wash supplies, and material safety data sheets for all hazardous materials to be used. To minimize harm to wildlife, vegetation, and water bodies, herbicides shall not be applied directly to wildlife; products identified as non-toxic to birds and small mammals shall be used if nests or dens are observed; and herbicides shall not be applied if it is raining at the site, rain is imminent, or the target area has puddles or standing water. Herbicides shall not be applied when wind velocity exceeds 10 miles per hour. If spray is observed to be drifting to a non-target location, spraying shall be discontinued until conditions causing the drift have abated.</p>	<p>Prior to construction</p>	<p>Kern County Planning and Community Development Department; Kern County Environmental Health Services Division</p>		
<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall use herbicides as described in mitigation during construction and operations. C. The Kern County Environmental Health Services Division shall verify compliance and licenses. D. Evidence of compliance shall be submitted to the Kern County Planning and Community Development Department. 					

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4.7 Hazards and Hazardous Materials

#56	<p>MM 4.7-3: In the event that suspect asbestos-containing materials are uncovered during project construction, work at the project sites shall immediately halt and a qualified hazardous materials professional shall be contacted and brought to the project sites to make a proper assessment of the suspect materials. All potentially friable asbestos-containing materials shall be removed in accordance with Federal, State, and local laws and the National Emissions Standards for Hazardous Air Pollutants guidelines prior to ground disturbance that may disturb such materials. All demolition activities shall be undertaken in accordance with California Occupational Safety and Health Administration standards, as contained in Title 8 of the California Code of Regulations, Section 1529, to protect workers from exposure to asbestos. Materials containing more than 1% asbestos shall also be subject to South Coast Air Quality Management District regulations. Demolition shall be performed in conformance with Federal, state, and local laws and regulations so that construction workers and/or the public avoid significant exposure to asbestos-containing materials.</p>	Prior to construction	Kern County Planning and Community Development Department; Kern County Environmental Health Services Division		
<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.</p> <p>B. If necessary, the project operator shall retain a hazardous materials professional to assess potential asbestos-containing materials.</p> <p>C. Evidence of compliance shall be submitted to the Kern County Planning and Community Development Department.</p>					

Justification: Changes or alterations to the project have been required to substantially reduce the potentially significant environmental effects identified in the final EIR to the extent feasible.

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4.8	Hydrology and Water Quality				
#57	<p>MM 4.8-1: Prior to issuance of a grading permit, the project operator shall submit a Stormwater Pollution Prevention Plan and applicable permits shall be obtained from the Lahontan Regional Water Quality Control Board (RWQCB) for the project to the Kern County Planning and Community Development Department that specifies best management practices to prevent all construction pollutants from contacting stormwater, with the intent of keeping sedimentation or any other pollutants from moving off-site and into receiving waters. The requirements of the Stormwater Pollution Prevention Plan shall be incorporated into design specifications and construction contracts. Recommended best management practices for the construction phase may include the following:</p> <ul style="list-style-type: none"> a) Stockpiling and disposing of demolition debris, concrete, and soil properly; b) Installation of a stabilized construction entrance/exit and stabilization of disturbed areas; c) Implementing erosion controls; d) Properly managing construction materials; e) Proper protections for fueling and maintenance of equipment and vehicles; and f) Managing waste, aggressively controlling litter, and implementing sediment controls. 	Prior to issuance of building and grading permits	Planning and Community Development Department; Engineering, Surveying and Permit Services Department		
<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall submit a Stormwater Pollution Prevention Plan (SWPPP) that specifies Best Management Practices. C. The Engineering, Surveying and Permit Services Division shall review and approve the Stormwater Pollution Prevention Plan. D. Copies of approval SWPPP shall be submitted to Kern County Planning and Community Development Department. 					
#58	<p>MM 4.8-2: Prior to issuance of a grading permit, the project operator shall prepare a drainage plan that is designed to minimize runoff and surface water pollution and will include engineering recommendations to minimize the potential for impeding or redirecting 100-year flood flows. The final design of the solar arrays shall include one-foot of freeboard clearance between the bottom of the solar panel and the calculated maximum flood depths. Site grading shall be designed to prevent increasing the existing 100-year water surface elevations more than one foot or as required by Kern</p>	Prior to issuance of grading permits	Kern County Engineering, Surveying and Permitting Services, Floodplain Management Section; Planning and Community Development Department		
<p>Steps to Compliance:</p>					

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4.8	Hydrology and Water Quality				
	County's Floodplain Ordinance. The drainage plan shall be prepared in accordance with the Kern County Grading Code, Kern County Hydrology Manual and policies related thereto and approved by the Kern County Engineering, Surveying and Permit Services Department.				
			<ul style="list-style-type: none"> A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall provide drainage plans to the Kern County Engineering, Surveying and Permitting Services, Floodplain Management Section for review and approval. C. A copy of the approved drainage plan shall be submitted to the Kern County Planning and Community Development Department. 		
Justification: Changes or alterations to the project have been required to substantially reduce the potentially significant environmental effects identified in the final EIR to the extent feasible.					

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4.9	Land Use and Planning				
#59	<p>MM 4.9-1: Prior to issuance of any building permit, the project operator shall provide for review and approval by the Kern County Engineering, Surveying, and Permit Services Department or a County-contracted consulting firm at a cost to be borne by the project operator. The Decommission Plan shall factor in the cost to remove the solar panels and support structures, replacement of any disturbed soil from removal of support structures, and control of fugitive dust on the remaining undeveloped land. Salvage value for the solar panels and support structures shall be included in the financial assurance calculations. The assumption, when preparing the estimate, is that the project operator is incapable of performing the work or has abandoned the solar facility, thereby requiring Kern County to hire an independent contractor to perform the decommissioning work. In addition to submitting a Decommission Plan, the project operator shall post or establish and maintain financial assurances with Kern County related to the deconstruction of the site as identified on the approved Decommission Plan in the event that at any point in time the project operator determines it is not in the company's best interest to operate the facility.</p> <p>The financial assurance required prior to issuance of any building permit shall be established using one of the following:</p> <ul style="list-style-type: none"> a) An irrevocable letter of credit; b) A surety bond; c) A trust fund in accordance with the approved financial assurances to guarantee the deconstruction work will be completed in accordance with the approved decommission plan; or d) Other financial assurances as reviewed and approved by the respective County administrative offices, in consultation with the Kern County Planning and Community Development Department. <p>The financial institution or Surety Company shall give the County at least</p>	Prior to issuance of building permits	Planning and Community Development Department, Kern County Engineering, Surveying and Permit Services Department		
<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall prepare a decommissioning plan and submit the appropriate financial assurances to the Planning and Community Development Department. 					

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4.9 Land Use and Planning

	<p>120 days notice of intent to terminate the letter of credit or bond. Financial assurances shall be reviewed annually by the Kern County Engineering, Surveying, and Permit Services Department or County-contracted consulting firm(s) at a cost to be borne by the project operator to substantiate those adequate funds exist to ensure deconstruction of all solar panels and support structures identified on the approved Decommission Plan. Should the project operator deconstruct the site on their own, the County will not pursue forfeiture of the financial assurance. Once deconstruction has occurred, financial assurance for that portion of the site will no longer be required and any financial assurance posted shall be adjusted or returned accordingly. Any funds not utilized through decommission of the site by the County shall be returned to the project operator.</p> <p>Should any portion of the solar field not be in operational condition for a consecutive period of twelve 12 months that portion of the site shall be deemed abandoned and shall be removed within sixty (60) days from the date a written notice is sent to the property owner and solar field owner, as well as the project operator, by the County. Within this sixty (60) day period, the property owner, solar field owner, or project operator may provide the director of the Kern County Planning and Community Development Department a written request and justification for an extension for an additional twelve (12) months. The Kern County Planning and Community Development Director shall consider any such request at a Director's Hearing as provided for in Section 19.102.070 of the Kern County Zoning Ordinance. In no case shall a solar field that has been deemed abandoned be permitted to remain in place for more than forty-eight (48) months from the date, the solar facility was first deemed abandoned.</p>				
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#60	<p>MM 4.9-2: Prior to the operation of the solar facility, the operator shall consult with the Department of Defense to identify the appropriate Frequency Management Office officials to coordinate the use of telemetry to avoid potential frequency conflicts with military operations.</p>	<p>Prior to project operations</p>	<p>Planning and Community Development Department</p>		
<p>Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for</p>					

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Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
4.9	Land Use and Planning				
			<ul style="list-style-type: none"> any site plan review. B. The project operator shall consult with the Department of Defense FMO to coordinate frequency deconfliction. C. The project operator shall submit a copy of the determination by the appropriate FMO to the Planning and Community Development Department to verify compliance. 		
<p>Justification: Changes or alterations to the project have been required to substantially reduce the potentially significant environmental effects identified in the final EIR to the extent feasible.</p>					

Mitigation Measure Monitoring Program – Beacon Photovoltaic Project

Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
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4.10	Mineral Resources:				
#61	<p>MM 4.10-1: Prior to issuance of building permits, if a mineral rights holder submits written documentation of their legal right of surface entry to the Planning and Community Development Department, the following shall apply:</p> <ul style="list-style-type: none"> a) The project operator or its successor-in-interest (project operator) shall provide evidence of 1) the mineral owner’s written agreement with the project operator as to the location of the drilling area and the easements or 2) other documents confirming the mineral owner’s interest in the drilling area and right of access to the drill area, as well as sufficient pipeline and power line corridors from the drill site to a point exiting the property and right of access to the drill area, shall be submitted by project operator to the Kern County Planning and Community Development Department for verification and approval. The drilling areas shall be located in such a manner as to allow complete and efficient access to, and the exploration and/or extraction of, underlying oil reserves or other minerals. b) The project operator shall record or cause to be recorded easements or other documents confirming the mineral owner’s interest in the drilling area and its right of ingress and egress to the drill area. c) Should an alternative agreement to part a) and/or b) above, be reached between the mineral owner and the project operator, written documentation shall be submitted to the Kern County Planning and Community Development Department for verification prior to final site plan approval and the issuance of any grading or building permits for the development of solar facilities on the project sites. 	Prior to issuance of building and grading permits	Planning and Community Development Department		
		<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall consult with the known mineral rights holder and come to a written agreement as to the location of the drilling area, right of access, and corridors. C. The project operator shall record or cause to be recorded easements, offer documentation confirming the mineral owner’s interest, and/or develop an alternative agreement to the satisfaction of the mineral rights holder. D. In the documentation developed by the project operator, assurance to the compliance with applicable plans shall be included. E. The project operator shall submit the written agreement, recorded easements, documentation confirming the mineral owner’s interest, and/or alternative agreement to the Planning and Community Development Department in order to verify compliance with the mitigation measure. 			

Justification: Changes or alterations to the project have been required to substantially reduce the potentially significant environmental effects identified in the final EIR to the extent feasible.

Mitigation Measure Monitoring Program - Beacon Photovoltaic Project

Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
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4.11	Noise				
#62	<p>MM 4.11-1: To reduce temporary construction related noise impacts, the following shall be implemented by the project operator during on site construction activities that would occur within 0.5 miles of any residence:</p> <ul style="list-style-type: none"> a) To the extent practicable, the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site. b) To the extent practicable, the construction contractor shall locate the pile driver such that the rear of the machine faces toward the noise sensitive receptors when the vibratory pile driver is being utilized. c) A "noise disturbance coordinator" shall be established. The disturbance coordinator shall be responsible for responding to any local complaints about construction noise. The disturbance coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall be required to implement reasonable measures such that the complaint is resolved. d) The construction contractor shall ensure proper maintenance and working order of equipment and vehicles, and that all construction equipment is equipped with manufacturers approved mufflers and baffles. e) The construction contractor shall install and/or maintain sound-control devices in all construction and impact equipment, no less effective than those provided on the original equipment. f) Construction contracts shall specify that notices shall be sent out to all residences immediately adjacent to the construction areas at least 15 days prior to commencements of construction. The notices shall include the constructions schedule and a telephone number where complaints can be registered with the noise disturbance coordinator. A sign legible at a distance of 50 feet shall also be 	During grading and construction	Planning and Community Development Department Kern County Building Inspection Department		
		<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. Adhere to hour limits as described in MM 4.11-1. B. Copies of construction notices shall be submitted to the Kern County Planning and Community Development Department. C. Kern County Building Inspection Department will verify in the field during the construction period. 			

Mitigation Measure Monitoring Program – Beacon Photovoltaic Project					
Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
4.11	Noise				
	posted at the construction site throughout construction, which includes the same details as the notices.				
#63	MM 4.11-2: Project construction hours shall comply with the Kern County Noise Ordinance (Municipal Ordinance Code 8.36.020).	During construction	Kern County Building Inspection Department		
		Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The Kern County Building Inspection Department shall verify compliance.			
Justification: Changes or alterations to the project have been required to substantially reduce the potentially significant environmental effects identified in the final EIR to the extent feasible.					

Mitigation Measure Monitoring Program - Beacon Photovoltaic Project

Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
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4.12 Public Services

#64	<p>MM 4.12-1: In order to reduce impacts to public services including police and fire protection, the following shall be implemented:</p> <ul style="list-style-type: none"> a) The project operator shall pay for impacts to countywide public protection, sheriff patrol and investigation, and fire services at a rate of \$28.84 per 1,000 square feet of panel-covered ground for the facility operation for the entire covered area of the project. The total amount shall be divided by the number of years of operation and paid on a yearly basis. The annual amount will be based on the square footage of ground covered by April 30 of each year, if completed in phases. The amount will be paid for each and all years of operation. The fee will be paid to the Kern County Auditor/Controller by April 30 of each calendar year. b) Written verification of ownership of the project shall be submitted to the Kern County Planning and Community Department by April 15 of each calendar year. If the project is sold to a city, county, or utility company that pays assessed taxes that equal less than \$1,000 per megawatt per year, than they will pay those taxes plus an amount necessary to equal the equivalent of \$1,000 per megawatt. The amount shall be paid for all years of operation. The fee shall be paid to the Kern County Auditor/Controller by April 30 of each calendar year. c) The project operator shall work with County staff to determine how the receipt of sales and use taxes related to the construction of the project will be maximized. This process shall include, but is not necessarily limited to, the project operator: obtaining a street address within the unincorporated portion of Kern County for acquisition, purchasing and billing purposes, registering this address with the State Board of Equalization, using this address for acquisition, purchasing and billing purposes associated with the 	Prior to issuing building and grading permits	Planning and Community Development Department		
<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. The project operator shall pay fees to countywide public protection, sheriff patrol and investigation, and fire services. B. The project operator shall provide Kern County Planning and Community Development Department written verification of ownership of the project. C. Work with County staff to determine how the receipt of sales and use taxes related to the construction of the project will be maximized as described in MM 4.12-1(c). 					

Mitigation Measure Monitoring Program – Beacon Photovoltaic Project

Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
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4.12	Public Services				
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	proposed project. The project operator shall allow the County to use this sales tax information publicly for reporting purposes.				
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#65	<p>MM 4.12-2: The project operator shall develop and implement a fire safety plan for use during construction and operation. The project operator will submit the plan, along with maps of the project site and access roads, to the Kern County Fire Department for review and approval prior to the issuance of any building permit or grading permits. The fire safety plan will contain notification procedures and emergency fire precautions including, but not limited to, the following:</p>	Prior to issuance of building and grading permits and during construction and operation	Kern County Fire Department		
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- a) All internal combustion engines, stationary and mobile, will be equipped with spark arresters. Spark arresters will be in good working order.
- b) Light trucks and cars with factory-installed (type) mufflers will be used only on roads where the roadway is cleared of vegetation. These vehicle types will maintain their factory-installed (type) muffler in good condition.
- c) Fire rules will be posted on the project bulletin board at the contractor's field office and areas visible to employees.
- d) Equipment parking areas and small stationary engine sites will be cleared of all extraneous flammable materials.
- e) Personnel shall be trained in the practices of the fire safety plan relevant to their duties. Construction and maintenance personnel shall be trained and equipped to extinguish small fires to prevent them from growing into more serious threats.
- f) The project operator shall make an effort to restrict the use of chainsaws, chippers, vegetation masticators, grinders, drill rigs, tractors, torches, and explosives to periods outside of the official fire season. When the above tools are used, water tanks equipped with hoses, fire rakes, and axes shall be easily accessible to

- Steps to Compliance:**
- A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.
 - B. The project operator shall submit a fire safety plan to the Kern County Fire Department for review and approval.
 - C. An approved fire safety plan shall be submitted to the Kern County Planning and Community Development Department.
 - D. The Kern County Building Inspection Department shall verify compliance in the field.

Mitigation Measure Monitoring Program – Beacon Photovoltaic Project

Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
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4.12	Public Services				
	personnel.				

Justification: Changes or alterations to the project have been required to substantially reduce the potentially significant environmental effects identified in the final EIR to the extent feasible.

Mitigation Measure Monitoring Program -- Beacon Photovoltaic Project

Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
4.13	Traffic and Transportation				
#66	<p>MM 4.13-1: Prior to the issuance of construction or building permits, the project operator shall:</p> <p>a) Prepare and submit a Construction Traffic Control Plan to Kern County Roads Department and the California Department of Transportation District 9 office for approval. The Construction Traffic Control Plan must be prepared in accordance with both the California Department of Transportation Manual on Uniform Traffic Control Devices and Work Area Traffic Control Handbook and must include, but not be limited to, the following issues:</p> <ul style="list-style-type: none"> i. Timing of deliveries of heavy equipment and building materials; ii. Directing construction traffic with a flag person; iii. Placing temporary signing, lighting, and traffic control devices if required, including, but not limited to, appropriate signage along access routes to indicate the presence of heavy vehicles and construction traffic; iv. Ensuring access for emergency vehicles to the project site; v. Temporarily closing travel lanes or delaying traffic during materials delivery, transmission line stringing activities, or any other utility connections; vi. Maintaining access to adjacent property; vii. Specifying both construction-related vehicle travel and oversize load haul routes, minimizing construction traffic during the a.m. and p.m. peak hour, distributing construction traffic flow across alternative routes to access the project site, and avoiding residential neighborhoods to the maximum extent feasible; <p>b) Obtain all necessary permits for the work within the road right of way or use of oversized/overweight vehicles that will utilize county maintained roads, which may require California Highway Patrol or</p>	<p>Prior to issuance of building or grading permits and after construction</p>	<p>Planning and Community Development Department; Kern County Roads Department; California Department of Transportation</p>		
<p>Steps to Compliance:</p> <ul style="list-style-type: none"> A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. The project operator shall submit a traffic control plan to the Kern County Roads Department for review and approval. C. The project operator shall obtain necessary encroachment permits from Kern County Roads Department and California Department of Transportation, if necessary. D. The project operator shall provide the Planning and Community Development Department with a copy of an approved traffic control plan, encroachment permits and executed secured agreements, which includes identification of roads to be used during construction. E. The project operator shall submit preconstruction and post-construction videos documenting repairs to roads used during construction, as outlined in mitigation. F. The Planning and Community Development Department shall review videos and documentation and verify compliance. 					

Mitigation Measure Monitoring Program – Beacon Photovoltaic Project					
Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
4.13	<p>Traffic and Transportation</p> <p>a pilot car escort. Copies of the approved traffic plan and issued permits shall be submitted to the Kern County Planning and Community Development Department.</p> <p>c) Enter into a secured agreement with Kern County to ensure that any county roads that are demonstrably damaged by project-related activities are promptly repaired and, if necessary, paved, slurry-sealed, or reconstructed as per requirements of the State and/or Kern County.</p> <p>Copies of the approved traffic plan and issued permits shall be submitted to the Kern County Planning and Community Development Department and the Kern County Roads Department.</p> <p>d) Submit documentation that identifies the roads to be used during construction. The project operator shall be responsible for repairing any damage to non-county maintained roads that may result from construction activities. The project operator shall submit a preconstruction video log and inspection report regarding roadway conditions for roads used during construction to the Kern County Roads Department and the Planning and Community Development Department.</p> <p>e) Subsequent to completion of construction, submit a post-construction video log and inspection report to the County. This information shall be submitted in DVD format. The county, in consultation with the project operator's engineer, shall determine the extent of remediation required, if any.</p>				
#67	<p>MM 4.13-2: The project operator shall consult with Caltrans- District 9, and construct a southbound acceleration lane that meets state highway standards, along the identified portion of SR 14, as required by Caltrans. Work shall be performed prior to or in conjunction with initial site grading work. Work must be completed prior to installation of any permanent buildings, equipment, or solar collector structures. Evidence of compliance shall be submitted to the Kern County Planning and Community Development Department.</p>	Prior to grading activities	Planning and Community Development Department Caltrans District 9		
		<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.</p> <p>B. Evidence of compliance shall be submitted to the Kern County Planning and</p>			

Mitigation Measure Monitoring Program - Beacon Photovoltaic Project					
Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
4.13	Traffic and Transportation	Community Development Department.			
#68	MM 4.13-3: Prior to the issuance of grading or building permits, the project operator shall obtain the necessary permits and approvals from the Union Pacific Railroad for the construction of a crossing arm, or other crossing improvements to the Lone Pine Branch rail line. Copies of all permits and approvals shall be submitted to the Kern County Planning and Community Development Department.	Prior to issuance of building or grading permits	Planning and Community Development Department Union Pacific Railroad		
		Steps to Compliance: A. This mitigation measure shall be incorporated as a condition of approval for any site plan review. B. Copies of all permits and approvals shall be submitted to the Kern County Planning and Community Development Department.			
Justification: Changes or alterations to the project have been required to substantially reduce the potentially significant environmental effects identified in the final EIR to the extent feasible.					

Mitigation Measure Monitoring Program - Beacon Photovoltaic Project

Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials
4.14	Utilities and Service Systems				
#69	<p>MM 4.14-1:</p> <p>a) The project operator shall submit to the Kern County Environmental Health Services Division a revised site plan illustrating the location of all water wells on the project site, and a 10-foot no-build area radius around each known well. Copies of the site plan shall be submitted to the Kern County Planning and Community Development Department.</p> <p>b) Prior to issuance of grading or building permits, the project operator shall obtain reactivated well permits from the Kern County Environmental Health Services Division for those wells that will be used to monitor groundwater and provide water supply to the project. Copies of the issued permits for the reactivated well shall be submitted to the Kern County Planning and Community Development Department.</p>	Prior to issuing of building permits	Planning and Community Development Department Kern County Environmental Health Services Division		
		<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.</p> <p>B. Provide the revised site plan to the Kern County Environmental Health Services Division .</p> <p>C. Provide a copy of the revised site plan to the Kern County Planning and Community Development Department.</p> <p>D. Copies of the issued permits for the reactivated wells shall be submitted to the Kern County Planning and Community Development Department.</p>			
#70	<p>MM 4.14-2: During construction, operation, and decommissioning, debris and waste generated shall be recycled to the extent feasible. An on-site recycling coordinator shall be designated by the project operator to facilitate recycling of all construction waste through coordination with contractors, local waste haulers, and/or other facilities that recycle construction/demolition wastes. The on-site recycling coordinator shall also be responsible for ensuring that wastes requiring special disposal are handled according to state and County regulations that are in effect at the time of disposal. The name and phone number of the coordinator shall be provided to the Kern County Waste Management Department prior to issuance of building permits.</p>	Prior to issuing building and grading permits During grading, construction, and decommissioning	Planning and Community Development Department Kern County Waste Management Department		
		<p>Steps to Compliance:</p> <p>A. This mitigation measure shall be incorporated as a condition of approval for any site plan review.</p> <p>B. Prior to issuance of building permits, designate onsite-recycling coordinator, provide name, and phone number to Kern County Waste Management Department.</p> <p>C. Recycle construction waste to the extent feasible.</p> <p>D. Provide Kern County Planning and Community Development Department and Kern County Waste Management Department with copies of hauling receipts.</p>			

Mitigation Measure Monitoring Program - Beacon Photovoltaic Project					
Impact	Mitigation Measure	Time Frame for Implementation	Responsible Monitoring Agency	Date	Initials

4.14	Utilities and Service Systems				
Justification: Changes or alterations to the project have been required to substantially reduce the potentially significant environmental effects identified in the final EIR to the extent feasible.					

Planning Commission Resolution

BEFORE THE PLANNING COMMISSION
COUNTY OF KERN, STATE OF CALIFORNIA

In the matter of:

RESOLUTION NO. 71-12

APPLICATION FOR CONDITIONAL USE PERMIT CASE NO. 11, MAP NO. 152

Four miles from California City, 15 miles north of the unincorporated town of Mojave, and less than one mile southwest of the unincorporated town of Cantil/Rancho Seco. In southeastern Kern County
Beacon Solar LLC (NextEra Energy Resources) (PP12213)

FINDINGS AND DETERMINATION

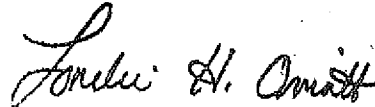
I, Lorelei H. Oviatt, Secretary of the Planning Commission of the County of Kern, State of California, do hereby certify that the following resolution, proposed by Mr. Belluomini, seconded by Mr. Edwards, was duly passed and adopted by said Planning Commission at an official meeting hereof this 27th day of September, 2012, by the following vote, to wit:

AYES: Mr. Belluomini, Mr. Edwards, Mr. Martin

NOES:

ABSTAINED: Mr. Babcock

ABSENT: Mr. Sprague



SECRETARY OF THE PLANNING COMMISSION
COUNTY OF KERN, STATE OF CALIFORNIA

RESOLUTION

SECTION 1. WHEREAS:

(a) Pursuant to the California Government Code, Title 7, Section 65000, et seq. (known as the Planning and Zoning Law), the Kern County Board of Supervisors has adopted the Official Land Use and Zoning Ordinance for the County of Kern (Ordinance Code of Kern County, Chapter 19.02, et seq.), herein called the Zoning Ordinance; and

(b) The Zoning Ordinance establishes various classes of zones, prescribes land uses and regulations for the various zones, and adopts zoning maps for the purposes of dividing the County into zones and showing the zone boundaries; and

(c) The Zoning Ordinance regulates the use of buildings, structures, and land, as between agriculture, industry, business, residence, and other purposes, and other uses more specifically set forth in Section 65850 of said Government Code; and

(d) The Kern County Planning and Community Development Department has received an application pertaining to a parcel of real property which is located within that portion of the unincorporated area of the County for which an official Zoning Map has been adopted under Section 7297.206 of said Ordinance Code and for which precise land use and zoning regulations are in effect; and

(e) Said parcel of real property is described as follows:

APN: Various

Section 4, 7, 8, 9, T31S, R37E, MDB&M, County of Kern, State of California (A complete legal description is on file with the Kern County Planning and Community Development Department); and

(f) Said application has been made pursuant to provisions of Chapter 19.104 of said Ordinance Code, and requests a conditional use permit as provided in Section 19.12.030.G and 19.14.030.G, insofar as said requirements are applicable to the aforescribed parcel of real property, and more particularly a Conditional Use Permit to allow for the construction and operation of a 250 MW solar electrical generating facility within the A (Exclusive Agriculture), A GH (Exclusive Agriculture - Geologic Hazard Combining), A GH FPS (Exclusive Agriculture - Geologic Hazard Combining - Floodplain Secondary Combining), and A-1 (Limited Agriculture) Districts; and

(g) Said application has been made in the form and in the manner prescribed by said Zoning Ordinance and is on file with the Secretary of this Commission, designated as above, and reference is hereby made thereto for further particulars; and

(h) The Secretary of this Commission has caused notice to be duly given of a public hearing in this matter in accordance with law, as evidenced by the affidavit of publication and the affidavit of mailing on file with the Secretary of this Commission; and

(i) Said notice of hearing stated that an Environmental Impact Report has been prepared for this project; and

(j) Said public hearing has been duly and timely conducted, during which the proposal was explained by a representative of the Planning and Community Development Department and all persons so desiring were duly heard; and

(k) Before making any findings on said Environmental Impact Report or any consideration of the proposal on its merits, this Commission called for any objections or comments on said Environmental Impact Report; and

The Director of the Planning and Community Development Department has furnished to this Commission, and the Commission has incorporated into the record of this matter, a document setting forth the significant environmental effects identified in said Environmental Impact Report, with proposed findings and consideration by this Commission in relation to said significant effects for the purposes of Section 21081 of the Public Resources Code and Section 15091 of the State CEQA Guidelines, and setting forth evidence in support of the proposed findings; and a member of the Planning and Community Development Department Staff appeared before the Commission and gave additional testimony in support of the proposed findings; and

During said hearing, this Commission duly considered the adequacy and scope of said Environmental Impact Report and thereafter reviewed and considered the information therein contained with respect to the merits of the matters under consideration; and

(l) This Commission has considered the recommendation of the Planning and Community Development Department and all the testimony presented during said public hearing, after which said public hearing was concluded.

SECTION 2. NOW, THEREFORE, BE IT HEREBY RESOLVED by the Planning Commission of the County of Kern, as follows:

(a) This Commission finds that the facts recited above are true and that this Commission has jurisdiction to consider the subject of this resolution; and

(b) This Commission has fully reviewed and considered the information in said Environmental Impact Report and Mitigation Measure Monitoring Program and hereby recommends it to be certified in relation to the subject of this resolution and, after careful consideration of all facts and evidence as presented at said hearing, it is the decision of the Planning Commission that the application herein described be, and hereby, **CERTIFY** said Environmental Impact Report and **ADOPT** Mitigation Measure Monitoring Program and **APPROVE**, as recommended by Staff, the application for the reasons specified in this Resolution with development to be in substantial conformity with the approved plan, and the approved plan shall be revised to include the following conditions of approval:

- (1) Conditional Use Permit No. 11, Map No. 152 authorizes the construction and operation of a 250 megawatts solar photovoltaic (PV) power generation facilities and accessory infrastructure on the 2,301 acres. Additional on-site development or expansion activities on any project-level parcel that are deemed to be more intensive by the Director of the Kern County Planning and Community Development Department shall be subject to review and approval and may entail further environmental review. Approval of such development or expansion activities may also require modification of these conditional use permits or the approval of a new conditional use permit at the discretion of the Director of the Kern County Planning and Community Development Department.
- (2) Development shall be in substantial conformity with the approved plan, and the approved plan shall be revised to include the following conditions of approval.
- (3) All necessary building permits must be obtained.
- (4) **Prior to the issuance of building or grading permits, the applicant shall submit documentation of the following:**
 - (a) The project operator shall provide to the Planning and Community Development Department unit an executed copy of the Memorandum of Understanding/Agreement signed by the Chairman of the Kern County Board of Supervisors.
 - (b) The method of water supply and sewage disposal shall be as required and approved by the Kern County Public Health Services Department/Environmental Health Division.
 - (c) Fire flows, fire protection facilities, and access ways shall be as required and approved by the Kern County Fire Department.
 - (d) A plan for the disposal of drainage waters originating on-site and from adjacent road rights-of-way shall be approved by the Kern County Engineering, Surveying, and Permit Services Department/ Floodplain Management, if required. Easements or grant deeds shall be given to the County of Kern for drainage purposes or access thereto, as necessary.

- (e) The project operator shall develop and implement an on-site pest management plan specifically related to rodent vectors. The plan shall be submitted to the Kern County Planning and Community Development Department for approval.
 - (f) The project operator shall encourage all contractors for the project to hire at least 25% of their workers from the local Kern County communities. The project operator shall provide to the contractors a list of training programs that provide skilled solar workers and shall require the contractor to advertise locally for available jobs, notify the training programs of job availability, all in conjunction with normal hiring practices of the contractor. The project operator shall submit a letter detailing the hiring efforts prior to commencement of construction.
 - (g) The owner/operators of permitted uses that involve equipment or activities that store, use, or generate hydrocarbons, particulate matter, toxic chemicals, nuisance odors, or other air contaminants subject to air pollution control requirements, shall consult with, and be subject to the requirements of, the applicable Air Pollution Control District. If requested by the applicable Air Pollution Control District, the Building Official may withhold final inspection or issuance of a Certificate of Compliance for any structure on property containing a business which is in noncompliance with the requirements of that District until such time as the deficiencies are corrected.
- (5) **Prior to the issuance of building permits, the applicant shall submit documentation of the following:**
- (a) Solar panel support/foundation structures shall be constructed in such way as to minimize the potential to entrap animals. Detailed schematic drawings depicting the solar panel support/foundation structures to be used on site shall be submitted for approval by the Kern County Planning and Community Development Director.
 - (b) If an Operations and Maintenance building is proposed, the applicant shall submit a revised plot plan with the parking and maneuvering areas clearly delineated. Parking spaces shall be a minimum of 9 feet by 20 feet in size and shall function independently of one another.
- (6) **Prior to final occupancy approval, the following conditions shall be verified by the building inspector and shall be continuously maintained while this permit is active:**
- (a) All easements shall be kept open, clear, and free from buildings and structures of any kind pursuant to Chapters 18.50 and 18.55 of the Kern County Land Division Ordinance. All obstructions, including utility poles and lines, trees, pole signs, or similar obstructions, shall be removed from the ultimate road rights-of-way in accordance with Section 18.55.030 of the Land Division Ordinance. Compliance with this requirement is the responsibility of the applicant and may result in significant financial expenditures.
 - (b) A minimum of ten on-site parking spaces shall be provided. Handicap accessible parking spaces shall be provided in accordance with the requirements of Title 24 of the California Administrative Code.
 - (c) Parking shall be provided as illustrated on the approved plan.

- (d) All access drives, parking areas, and vehicle maneuvering areas shall be surfaced with a minimum of two (2) inches of asphaltic concrete paving constructed over a minimum of three inches of compacted base material or material of higher quality. Where the project site does not have direct access to a County-maintained road, a paved access drive shall connect to the closest County-maintained road, and a paved tie-in shall be provided under encroachment permit from the Kern County Roads Department. The paved access drive shall be continuously maintained in good condition.
 - (e) All vehicle parking and maneuvering areas shall be treated in a manner to continuously prevent blowing dust.
 - (f) Vehicle parking spaces shall be 9 feet by 20 feet or larger in size and shall be designated by white painted stripes, except as provided in Sections 19.82.030 and 19.82.040 of the Zoning Ordinance.
 - (g) All signs shall be approved by the Director of the Kern County Planning and Community Development Department prior to installation.
 - (h) Areas and containers shall be provided for the collection of recyclable materials consisting of plastic and aluminum beverage containers for the benefit of employees and customers. The collection site may be included in the required solid waste disposal area(s) or in a separate area meeting the enclosure requirements of Section 19.80.030.K of the Kern County Zoning Ordinance. The collection area(s) shall be maintained in good condition, and recyclable materials stored therein shall be collected regularly with a frequency that ensures that the collection site does not become a visual nuisance and does not result in the creation of health, safety, or vector problems.
 - (i) The areas devoted to outside storage shall be treated with a dust binder or other dust control measure, as approved by the Director of the Kern County Planning and Community Development Department.
- (7) **The property owner shall continuously comply with the following conditions of approval during implementation of this permit:**
- (a) The development shall comply with any requirements of the Mojave Desert Air Pollution District.
 - (b) All exterior lighting shall be directed away from adjacent properties and roads. When lighting will be visible from a residential district or adjacent public roads, the lighting fixtures shall be equipped with glare shields or baffles to reduce light trespass onto adjacent properties and shall not exceed 25 feet in height above grade. Light fixtures shall be maintained in sound operating.
 - (c) All signs shall comply with the signage regulations of the applicable base zone district and with Chapter 19.84 and Chapter 19.81.040(h) of the Zoning Ordinance.
 - (d) During all on-site grading and construction activities, adequate measures shall be implemented to control fugitive dust.

- (e) Trash pickup shall occur a minimum of once each week. All trash and recyclable receptacles shall be enclosed within a six- (6-) foot-high, three-sided masonry enclosure with securable iron gate and shall be installed on an impervious surface at a location that is outside the required front-yard setback and convenient for refuse haulers and which does not interfere with on-site or off-site parking or circulation. For all commercial and industrial uses with five (5) or more employees, adequate space shall be provided for the collection and loading of recyclable materials.
- (f) Should a conflict occur between the statistical data shown on the plan and the conditions of approval, the conditions of approval shall prevail.
- (g) All used oil (as defined in Section 25250.1 of the California Health and Safety Code) shall be disposed of in accordance with all local, State, and federal regulations following consultation with the Kern County Public Health Services Department/Environmental Health Division/Hazardous Materials Section, State of California Department of Health Services, and the Environmental Protection Agency. All used oil and other wastes shall be transported by a registered waste hauler.
- (8) This permit shall become null and void if the use authorized has not been activated within a five-year period of time of the approval of said permit, unless an extension of time has been granted by the decision-making authority, upon written request before expiration of the five- (5-) year period.
- (9) Noncompliance with the adopted conditions of approval may cause permit revocation proceedings in accordance with Section 19.102.020 of the Ordinance Code.
- (10) At the time building permits are applied for, a filing fee of \$130 may be imposed to ensure that final plans are consistent with adopted conditions of approval. This fee may serve as an initial deposit for particularly complex cases, in which case a cost recovery agreement will be required and charges will be billed at \$100 per hour.
- * (11) All mitigation measures included in the adopted Mitigation Measure Monitoring Program for the Beacon Photovoltaic Project by Beacon Solar, LLC (Conditional Use Permit No. 11, Map No. 152, included as Exhibit C of this Resolution, are hereby incorporated as Conditions of Approval; and

*** DENOTES MITIGATION MEASURES**

(c) Noncompliance with the adopted conditions of approval may cause permit revocation proceedings in accordance with Section 19.102.020 of said Ordinance Code; and

(d) The findings of this Commission upon which its decision is based are as follows:

- (1) The applicable provisions of the California Environmental Quality Act, the State CEQA Guidelines, and the Kern County Guidelines have been duly observed in conjunction with said hearing in the consideration of this matter and all of the previous proceedings relating thereto.
- (2) This project is recommended for approval despite the existence of certain significant environmental effects identified in said Environmental Impact Report, and this Commission

recommends the Board of Supervisors make and adopt the findings with respect to each thereof set forth in Exhibit A, appended hereto and made a part hereof by reference, pursuant to Section 15091 of the State CEQA Guidelines (Title 14, Administrative Code) and Section 21081 of the Public Resources Code and declares that it considered the evidence described in connection with each such finding in Exhibit A and that such evidence is substantial and supports such finding.

This Commission acknowledges that approval of this project will produce certain environmental impacts which cannot be mitigated and, in accordance with Section 15093 of the State CEQA Guidelines (Title 14, Administrative Code) hereby recommends the Board of Supervisors adopt a Statement of Overriding Considerations set forth in Exhibit B, appended hereto, and made a part hereof, which summarizes the reasons why this project, despite certain environmental impacts, has been approved.

Said Environmental Impact Report is complete and adequate in scope and has been completed in compliance with the California Environmental Quality Act and with the State CEQA Guidelines and the Kern County Guidelines for implementation thereof.

- (3) The effect upon the environment of such project and the activities and improvements which may be carried out thereunder will not interfere with maintenance of a high-quality environment now or in the future. Mitigation measures have been incorporated from the Environmental Impact Report as conditions of approval, and the adopted Mitigation Measure Monitoring Program specifies the required steps to satisfy each mitigation measure.
- (4) The proposed use is consistent with the goals and policies of the General Plan.
- (5) The proposed use is consistent with the purpose of the applicable district or districts.
- (6) The proposed use is listed as a use subject to a conditional use permit in the applicable zoning district or districts or a use determined to be similar to a listed conditional use in accordance with the procedures set out in Section 19.08.060.
- (7) The proposed use meets the minimum requirements of this title applicable to the use and complies with all other applicable laws, ordinances, and regulations of the County of Kern and the State of California.
- (8) The proposed use will not be materially detrimental to the health, safety, and welfare of the public or to property and residents in the vicinity.
- (9) Approval of this request is consistent with past Commission/Board action for similar requests in the area.
- (10) Approval of this project shall not be considered operative, vested, or final until such time as the required verification from the Office of the County Clerk is submitted, attesting that payment of fees for the filing of a "Notice of Determination" for the benefit of the California Department of Fish and Game, as required by AB 3158 (Section 10005 Public Resources Code) has been made.
- (11) In accordance with CEQA, the Lead Agency may conclude that certain mitigation measures identified are infeasible or otherwise ineffective during public review. In those circumstances, the Lead Agency, may delete those mitigation measures and substitute for them other mitigation measures the Lead Agency finds are equivalent or more effective in mitigating significant effects

so long as they do not cause potentially significant effects. It is the Lead Agency's determination that clarification to proposed mitigation are considered more effective in mitigating significant effects and are not considered new significant information requiring the recirculation of the Final EIR under CEQA and do not create new significant effects on the environment; and

(e) The Secretary of this Commission shall cause a Notice of Determination to be filed with the County Clerk; and

(f) The Secretary of this Commission shall cause copies of this resolution to be transmitted to the following:

Beacon Solar LLC (NextEra Energy Resources) (PP12213) (applicant) (1)
Various (owner) (1)
Kern County Assessor/Chief, Realty Division (1)
Kern County Public Health Services Department/Environmental Health Division (1)
Kern County Fire Department (1)
Kern County Engineering, Surveying, and Permit Services Department/ Floodplain Management
Kern County Roads Department (1)
San Joaquin Valley Air Pollution Control District (1)
File (3)

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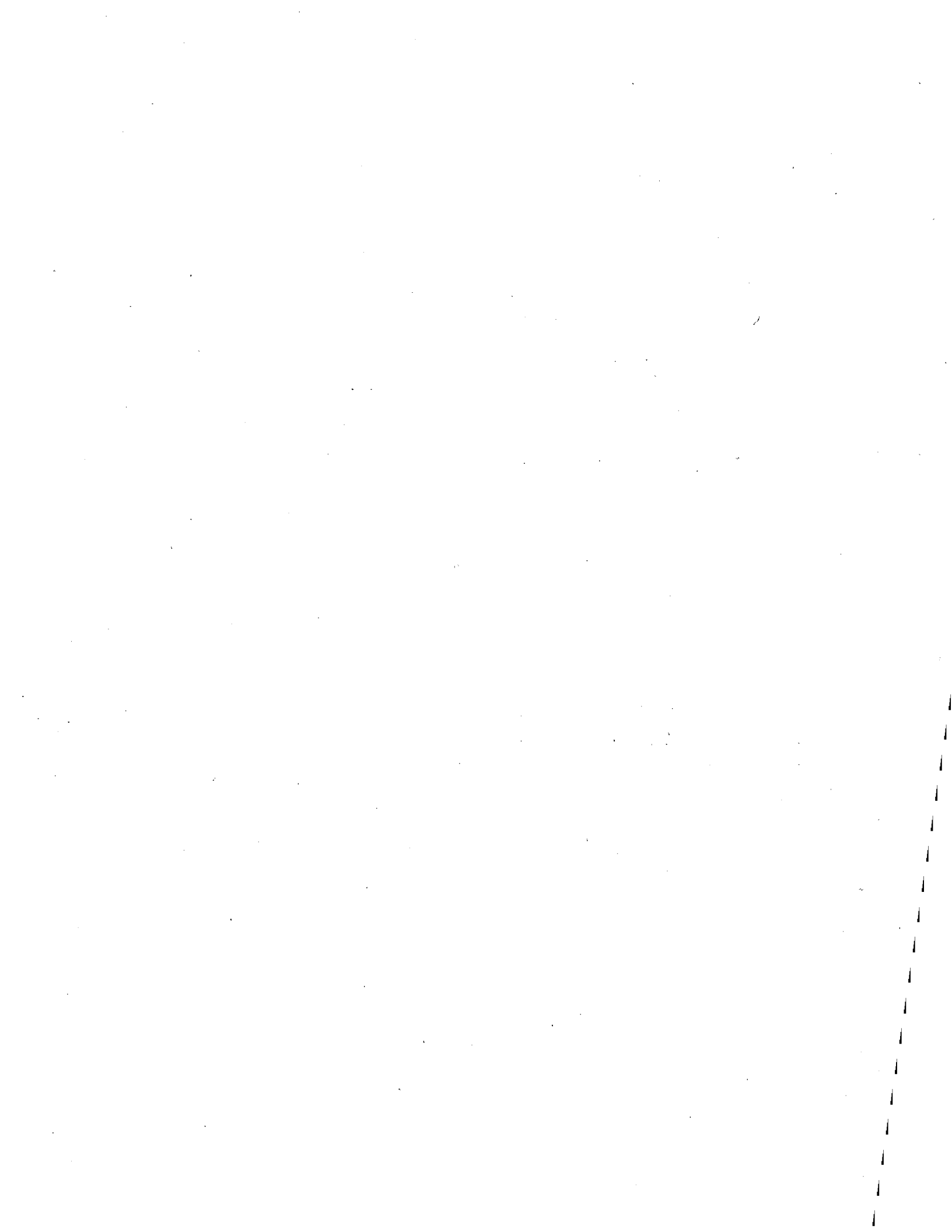


EXHIBIT G

FORM OF MEMORANDUM OF IRREVOCABLE REAL ESTATE LICENSE AGREEMENT NO. BP 15-034

Attached.

Recording Requested By And)
When Recorded Mail to:)
)
64KT 8ME LLC)
c/o 8minutenergy Renewables LLC)
111 Woodmere Rd., Suite 250)
Folsom, California 95630)
Attn: Tom Buttgenbach)
)
)
)

(Space above this line for Recorder's Use)

Kern County, California
APNS: 469-022-09 and 469-022-12

DOCUMENT TRANSFER TAX IS: \$0, because there is no transfer

SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX

MEMORANDUM OF
IRREVOCABLE LICENSE AGREEMENT FOR GEN-TIE LINE
(Springbok Solar Farm 3 Project; Real Estate License Agreement No. BP 15-034)

THIS MEMORANDUM OF IRREVOCABLE LICENSE AGREEMENT FOR GEN-TIE LINE ("*Memorandum*") is entered into as of _____, 2016, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its DEPARTMENT OF WATER AND POWER (together with its successors and assigns, "*Licensor*" or "*LADWP*"), and 64KT 8ME LLC, a Delaware limited liability company (together with its successors and assigns, "*Licensee*").

1. **License Agreement.** This Memorandum is a memorandum of that certain Irrevocable License Agreement for Gen-Tie Line, executed as of _____, 2016 (as amended, restated, supplemented and otherwise modified from time to time, the "*License Agreement*"), between Licensor and Licensee. Licensor and Licensee have agreed to record this Memorandum to give notice of the License Agreement and the significant provisions thereof.

2. **License; Licensed Area.** Pursuant to the License Agreement, Licensor granted to Licensee, and Licensee accepted from Licensor, a non-exclusive right to use the real property more particularly described on Exhibit A (the "*Licensed Area*") for certain transmission line facilities consisting of one 230kv line upon, over, under, across, and along the Licensed Area, for the following rights and uses: the right to develop, construct, erect, install, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add to, improve, relocate, and remove,

in, upon, under, across, and within the Licensed Area, at any time and from time to time, above-ground electric, telecommunication and data lines, consisting of one or more pole lines and electric lines, wires, cables, and communication circuits, with necessary and convenient foundations, conduits, pullboxes, guy wires and anchors, insulators, cross arms, and other underground and above-ground fixtures, appliances, and appurtenances connected therewith (collectively, the "*Facilities*"), necessary or convenient for the construction, operation, regulation, control, grounding, and maintenance of electric lines and communication circuits, for the purpose of transmitting electric energy to the LADWP's Beacon Switching Station for distribution in accordance with the Large Generator Interconnection Agreement entered by and between Licensor and Licensee.

The Licensed Area is owned by the City of Los Angeles and is under the jurisdiction and control of LADWP. The license rights granted under the License Agreement include such non-exclusive rights of access and rights of way as Licensee may reasonably require and as Licensor shall have the right to reasonably designate to access and use the Licensed Area for the purposes set forth herein.

3. Construction Period; License Term and Extension; Decommissioning Period.

a. *Construction Period.* Commencing on the Effective Date under and as defined in that certain Solar Project Power Sales Agreement by and between Licensor and Southern California Public Power Authority, LADWP No. BP 15-032, and ending on the earlier of (i) eighteen (18) months thereafter or (ii) the Commercial Operation Date as defined in that certain Power Purchase Agreement by and between Southern California Public Power Authority and Licensee (as amended, modified or supplemented from time to time, the "*PPA*") (the foregoing period, the "*Construction Period*"), Licensee shall be permitted at Licensee's sole cost, expense and risk to construct the Facilities. Licensee acknowledges and agrees that regardless of the manner or duration of use of the Licensed Area by Licensee during the Construction Period, and regardless of the permanent character of any improvements, works, or structure constructed or installed therein or thereon by Licensee, if the License Term (as defined below) has not begun by December 31, 2016, Licensor in its sole and absolute discretion may terminate the License Agreement and may at Licensor's election take possession of any improvements made by Licensee on the Licensed Area or require Licensee to remove all improvements made by Licensee and restore the Licensed Area to the condition it was in as of the date of the License Agreement in accordance with Section 8 of the License Agreement.

b. *License Term; Option Term.* The term of the License Agreement will commence on the Commercial Operation Date (as defined in the PPA, as defined above), and shall end on the date that is thirty (30) years thereafter (the "*License Term*"). Provided Licensee is in compliance with and is not in default (beyond any applicable cure period) under the License Agreement, and the License Agreement has not been terminated due to a default under the License Agreement, Licensee may extend the License Term for an additional period of time that will make the total term (including both the License Term and the Option Term) equal to Thirty-five (35) years (the "*Option Term*").

c. *Decommissioning Period.* Upon the expiration or earlier termination of the License Agreement, Licensee shall peaceably and quietly leave, surrender, and return the

Licensed Area to Licensor. Licensee shall dismantle and remove all Facilities during the Decommissioning Period (defined below), and shall restore the Licensed Area to a condition, to the extent practical, and generally consistent with the conditions that existed immediately prior to the commencement of construction of the Facilities (including, without limitation, Licensee shall remove all Facilities, restore all compacted soil to the condition in which it existed immediately prior to the commencement of construction of the Facilities, except any improvements that have been publicly dedicated and/or accepted by Licensor in its sole and absolute discretion); and Licensee shall have a continuing license to enter the Licensed Area for such purposes during the Decommissioning Period. As used herein, the "*Decommissioning Period*" means that later of (i) six (6) months after the date of expiration or termination of the License Agreement, or (ii) six (6) months after the date of expiration or termination of any other license agreement between Licensor and a licensee with an electric generating facility using the same Facilities as Licensee on the Licensed Area. This obligation shall survive the termination of the License Agreement.

4. Ownership of Facilities. The installation and maintenance of any and all Facilities shall be at Licensee's sole cost and expense. Licensee shall retain title and responsibility for all Facilities during the Construction Period and License Term. All Facilities must be at all times in compliance with all applicable laws.

5. Notices. Except as otherwise expressly provided in the License Agreement, all notices pursuant to the License Agreement shall be in writing and shall be sent or delivered to the following:

To Licensor:

Los Angeles Department of Water and Power
Real Estate Section
P.O. Box 51111, Room 1031
Los Angeles, California 90051-0100

with a copy to:

Los Angeles Department of Water and Power
P.O. Box 51111, Room 968
Los Angeles, California 90051-0100
Attention: Randolph Krager

To Licensee:

64KT 8ME LLC
c/o 8minutenergy Renewables
111 Woodmere Rd., Suite 250
Folsom, CA 95630

Any notice or demand required under the License Agreement shall be given (a) personally, (b) by certified, registered mail, postage prepaid; or return receipt requested, (c) by confirmed fax, or

(d) by reliable messenger or overnight courier to the address of the respective parties set forth above. Any notice served personally shall be deemed delivered on the date of receipt as shown on the received facsimile, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) working days after deposit in the United States Mail. Licensor and/or Licensee may from time to time designate any other address or addressee or additional addresses for this purpose by written notice to the other party.

6. Licensee Rights Subordinate. The rights granted to Licensee pursuant to the License Agreement are subordinate to the prior and paramount right of Licensor (including without limitation its third party lessee(s), permittee(s) and licensee(s)) to use the Licensed Area (and any additional real property owned by Licensor surrounding the Licensed Area) for the public purposes to which it now is and may, at the option of Licensor, be devoted, provided such uses do not conflict in any material and adverse manner with the rights granted to Licensee hereunder. Licensee undertakes and agrees to use the Licensed Area and to exercise its rights granted under the License Agreement jointly with Licensor and other third parties authorized by Licensor, and will at all times exercise the rights herein granted in such manner as will not interfere with the full use and enjoyment of the Licensed Area by Licensor. Licensor shall use the Licensed Area and exercise its rights with respect to the Licensed Area jointly with Licensee, and will at all times use the Licensed Area and exercise its rights with respect thereto in such manner as will not interfere with the full use and enjoyment of the Licensed Area by Licensee, except as otherwise provided in the License Agreement. Licensee expressly acknowledges that, pursuant to that certain Real Estate License Agreement No. BP-14-016 (as may be amended or modified from time to time), Licensor has also licensed the use of the Licensed Area for the Facilities to 62SK 8ME LLC for the particular purposes set forth therein. Licensee also expressly acknowledges that, pursuant to that certain Real Estate License Agreement No. BP-15-010 (as may be amended or modified from time to time), Licensor has also licensed the use of the Licensed Area for the Facilities to 63SU 8ME LLC for the particular purposes set forth therein.

7. Licensor Title. Licensee hereby acknowledges title in the City of Los Angeles, a municipal corporation, and LADWP in the Licensed Area, and agrees never to assail or resist the same, and further agrees that Licensee's use and occupancy of said Licensed Area shall be referable solely to the permission given pursuant to the License Agreement.

8. Miscellaneous. If the terms of this Memorandum are inconsistent with the terms of the License Agreement, the terms of the License Agreement shall prevail. This Memorandum may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Capitalized terms in this Memorandum have the meanings given them in the License Agreement. This Memorandum (and, for avoidance of doubt, the License Agreement) shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States, as applicable, as if executed and to be performed wholly in the State of California. Venue shall lie in the County of Los Angeles.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

“LICENSOR”:

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES

By _____
MICHAEL WEBSTER
Senior Assistant General Manager
Power System

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Los Angeles)

On _____ before me, _____
(insert name and title of the officer), personally appeared MICHAEL WEBSTER who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

[Remainder of Page Intentionally Blank; Signature Pages Continue]

“LICENSEE”:

64KT 8ME LLC, a Delaware limited liability
company

By: _____
Name: Martin Hermann
Title: Co-President

By: _____
Name: Thomas Buttgenbach
Title: Co-President

[Remainder of Page Intentionally Blank; Acknowledgments Follow]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____ before me, _____ (insert name and title of the officer), personally appeared MARTIN HERMANN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____ before me, _____ (insert name and title of the officer), personally appeared THOMAS BUTTGENBACH who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description of Licensed Area

The land referred to herein is situated in the State of California, County of Kern Unincorporated and described as follows:

[Attached]