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Docket Unit
California Energy Commission
715 P Street
Sacramento, CA 95814

Subject: Corby Battery Energy Storage System Project Staff Assessment Applicant Comments Errata

North Bay Interconnect, LLC and Corby Energy Storage, LLC (Applicant) are resubmitting comments on the Staff Assessment for the Corby Battery Energy Storage System Project. This errata to the version of the Applicant's comment letter submitted on September 14, 2026 removes a page inadvertently included in that filing. It is the same in all other respects to the September 14, 2026 submission that was posted to the docket and subsequently removed.

Thank you,

A handwritten signature in black ink, appearing to read 'D. Urry'.

Doug Urry
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Staff Assessment Applicant Comments

Corby Battery Energy Storage System Project

September 2026



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Acronyms and Abbreviations

°C	degree Celsius
AB	Assembly Bill
AEGL	Acute Exposure Guideline Level
AFB	Air Force Base
ALUC	Airport Land Use Commission
ALZ	Assault Landing Zone
APN	Assessor Parcel Number
Applicant	North Bay Interconnect, LLC and Corby Energy Storage, LLC
Application	Opt-in AB-205 Application
AQSP	Air Quality Sampling Plan
BESS	battery energy storage system
BRMIMP	Biological Resources Mitigation Implementation and Monitoring Plan
CAISO	California Independent System Operator
CAL-IPC	California Invasive Plant Inventory Database
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CDPH	California Department of Public Health
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CERS	California Environmental Reporting System
CESA	California Endangered Species Act
CFC	California Fire Code
CNDDB	California Natural Diversity Database
CO	carbon monoxide
COC	Condition of Certification
CPM	Compliance Project Manager
CRHR	California Register of Historical Resources
DESCP	Drainage, Erosion, and Sedimentation Control Plan
DFD	Dixon Fire Department
DFPD	Dixon Fire Protection District
DPM	diesel particulate matter

EMF	electric and magnetic field
EMS	Energy Management System
FACP	fire alarm control panel
FEMA	Federal Emergency Management Agency
FHSZ	fire hazard severity zone
FMMP	Farmland Mapping and Monitoring Program
FSS	fire safety system
gen-tie	generation tie
GHG	greenhouse gas
HDD	horizontal directional drilling
HF	hydrogen fluoride
HI	hazard index
HMBP	Hazardous Materials Business Plan
HMMP	Hazardous Materials Management Program
I-80	Interstate 80
IDLH	Immediately Dangerous to Life and Health
ILF	in-lieu fee
ITP	Incidental Take Permit
kV	kilovolt
L _{eq}	equivalent sound level
L _{max}	maximum sound level
LAMZ	Low Altitude Maneuvering Zone
LFP	lithium iron phosphate
LGIA	Large Generator Interconnection Agreement
LRA	Local Responsibility Zone
MW	megawatt
NBMP	Nesting Bird Management Plan
NFPA	National Fire Protection Association
NHD	National Hydrography Dataset
NO ₂	nitrogen dioxide
NWI	National Wetlands Inventory
O&M	operations and maintenance

OEHHA	Office of Environmental Health Hazard Assessment
PBFMMP	Post BESS Fire Monitoring and Management Plan
PG&E	Pacific Gas and Electric
POI	point of interconnection
PPA	power purchase agreement
PPE	personal protective equipment
PPV	peak particle vibration
Project or Corby BESS	Corby Battery Energy Storage System Project
REL	reference exposure level
ROW	right-of-way
SA	Staff Assessment
SAP	Sampling and Analysis Plan
SID	Solano Irrigation District
SLT	Solano Land Trust
SPCC	Spill Prevention, Control, and Countermeasures
SWPPP	Stormwater Pollution Prevention Plan
UL	Underwriters Laboratories
UPS	uninterruptible power supply
USFWS	U.S. Fish and Wildlife Service
VMT	vehicle mile traveled
WEAP	Worker Environmental Awareness Program

1.0 INTRODUCTION

Listed below, for California Energy Commission (CEC) staff's consideration, are initial comments from North Bay Interconnect, LLC and Corby Energy Storage, LLC (the Applicant) on the Staff Assessment (SA) for the Corby Battery Energy Storage System Project (Corby BESS or Project) Opt-In AB-205 Application (Application; 24-OPT-05). Proposed edits are provided in **bold underline**/~~strikeout~~ format. Explanatory text is included where appropriate. Comments on the proposed Conditions of Certification (COCs) are provided at the end of each section.

2.0 EXECUTIVE SUMMARY, INTRODUCTION, PROJECT DESCRIPTION

2.1 Executive Summary

Page 1-3, Section 1.2, 4th Paragraph: The length and voltage of the offsite generation tie (gen-tie) line is incorrect. Please update as follows: *"The project would construct a substation and **a 1.1-mile-long 230 kV** ~~a 2,884-foot-long 500 kV~~ generation tie line to connect to PG&E's existing Vaca-Dixon Substation."*

Page 1-3, Section 1.2, 4th Paragraph: Upgrades at Pacific Gas and Electric's (PG&E) Metcalf substation are not required. Please update text as follows: *"The mitigation measures mostly consist of the upgrades of the 500 kV and 230 kV breakers at PG&E's Tesla, ~~Metcalf~~, and Vaca-Dixon substations..."*

Page 1-13, Section 1.8: Section refers to known controversy with "use of batteries manufactured by Contemporary Amperex Technology Company". The proposed battery manufacturer for the Corby BESS Project is LG Energy Solutions. Please delete this text reference.

2.2 Introduction

The Applicant does not have any comments on this section of the SA.

2.3 Project Description

Pages 3-11 through 3-12, Section 3.6, Lot Line Adjustment: The SA should clarify that the Project's gen-tie route is exempt from the Subdivision Map Act. The SA describes a proposed lot line adjustment that would reshape existing Parcels 1 and 2 (Assessor Parcel Numbers [APNs] 0141-010-010/020 and 0141-010-030/0133-060-010/020) into newly formed Parcels "A" and "B" to conform with the Project's gen-tie line corridor. The Applicant wishes to clarify for the record that a lot line adjustment is not the only one mechanism available to secure the property rights needed for the gen-tie route. The Applicant may instead acquire an exclusive easement over the gen-tie corridor from the underlying landowner, which would provide the same operational rights necessary to construct, operate, and maintain the gen-tie line without requiring any adjustment to existing parcel boundaries.

To the extent that the Applicant proceeds in this manner, the grant of an exclusive easement for the gen-tie corridor would be exempt from the Subdivision Map Act. Government Code section 66412(n) provides that the Subdivision Map Act is inapplicable to "[t]he leasing of, or the granting of an easement to, a parcel of land or any portion or portions of the land in conjunction with an electrical generation or energy storage facility," provided the project is subject to discretionary action by the

advisory agency or legislative body. Here, the Project is subject to discretionary CEC certification under Assembly Bill (AB) 205, satisfying this requirement. Accordingly, an exclusive easement granted for the gen-tie corridor in conjunction with the Corby BESS Project would fall squarely within the section 66412(n) exemption and would not trigger any requirement for a subdivision map, parcel map, or lot line adjustment under the Subdivision Map Act.

The Applicant requests that the Staff Assessment be revised to acknowledge that the Applicant is not limited to a lot line adjustment for the gen-tie route and may alternatively secure an exclusive easement, which would be exempt from the Subdivision Map Act pursuant to Government Code section 66412(n). This revision would have the added benefit of clarifying that a lot line adjustment is not a prerequisite to construction of the gen-tie line, which Corby does not understand to be CEC's intent.

The Applicant requests that CEC Staff add the following additional text to page 3-12 (after Table 3-2) to reflect this optionality:

Alternatively, the project owner has indicated it may negotiate an exclusive easement with the current fee owner of the property shown in Figure 3-4 and not pursue a lot line adjustment. This would also be an acceptable means to maintain and operate the gen-tie line as exclusive easements for energy storage projects are exempt from the Subdivision Map Act pursuant to Government Code section 66412(n), when there is a discretionary action approving of the property in that way. The CEC's review and consideration of the project is such a discretionary action.

Page 3-15, Section 3.6-1, Ancillary Facilities, second paragraph: Text states access is “via three new 24-foot-wide connections” and later states “all roads would be designed to comply with the superseding fire codes, measuring at least 30 feet wide...”. The access road width was increased to 30 feet in Project Description Update #2 (TN# 268258); please edit text to reflect the current 30-foot width.

3.0 ENGINEERING EVALUATION

3.1 Facility Design

The Applicant does not have any comments on this section of the SA.

3.2 Facility Reliability

The Applicant does not have any comments on this section of the SA.

3.3 Transmission System Engineering

Page 4.3-1, Section 4.3.1, second paragraph. The SA states the Vaca-Dixon Substation is “to the northeast.” The Vaca-Dixon Substation is located to the northwest of the Project site.

3.4 Worker Safety and Fire Protection

Page 4.4-1, second paragraph: The SA references “three new 24-foot-wide gates,” which is incorrect. Additionally, language in this paragraph implies that the proposed access road width of 30 feet is required by fire codes; however, the proposed 30-foot width exceeds California Fire Code (CFC) and Dixon Fire Protection District (DFPD) requirements. Therefore, the following edits are requested. Similar edits are proposed below for WORKER SAFETY-7, which also incorrectly states or implies the proposed Project access road design meets the minimum code requirements for width and turning radii. The Project has been designed with 30-foot road widths and 58-foot inner turning radii to meet LG specifications, exceeding CFC and DFPD requirements.

Site access would be provided via three new ~~28~~24-foot-wide gates and road to Byrnes Road on the eastern project site boundary...

*All internal roads ~~have been~~ would be designed to comply with the superseding fire codes, measuring at least 30 feet wide with adequate turnarounds, graveled (or potentially asphalt paved depending upon final design), **exceeding fire code requirements.***

Page 4.4-10, Operations Health and Safety Program and Page 4.4-12, Fire Protection System Impairment Program:

The SA incorrectly references National Fire Protection Association (NFPA) standard 850 (Standard for Fire Protection for Electric Generating Plants and High-Voltage Direct Current [HVDC] Converter Stations) and states that the Project will comply with NFPA 850. NFPA 850 excludes stationary energy storage systems and also does not apply to the Project’s AC Substation. The Applicant provided a detailed explanation of why NFPA 850 is not applicable to the Project in Data Response Set #5 (TN# 269192). The Project including the associated AC Substation fall under NFPA 855. The references to NFPA 850 applicability are incorrect and should be removed from the SA. While NFPA 850 includes the requirement of a fire protection system impairment plan, NFPA 855 does not. As a result, WORKER SAFETY-2 should be revised to exclude item #8, a Fire Protection System Impairment Program.

Page 4.4-17, Health hazards, first paragraph: As discussed in Section 4.10, Public Health, of these SA comments, Solano County is not a moderate incidence region for Valley Fever as was stated in the SA. Solano County has equivalent per capita values to Alameda County where the Potentia-Viridi

project is located. As the per capita values are equivalent, the Project should also be considered low risk to remain consistent with previous findings. As a result, the following edits are suggested:

*There is also the **low** potential for a soil fungus to cause Valley Fever in exposed workers due to the increase in fungal growth caused by climate change. Valley Fever is a **low** risk in Solano County, and while this disease is primarily associated with the southern San Joaquin Valley, cases are on the rise in Northern California, including Solano County (MMWR 2020). The county is considered a **low moderate**-incidence region, ~~with cases occurring throughout the county, making it a risk for those who live or work there.~~ The fungus that causes Valley Fever (*Coccidioides immitis*) lives in the soil, and spores become airborne when the soil is disturbed by activities like construction, farming, or high winds. ~~Solano County has reported active cases, with 19 cases documented in the region as of September 2025 (CDPH 2025).~~ Scientists believe that climate change leading to decreased rainfall and potential extended periods of drought have contributed to this increase. ~~Workers involved in soil disturbances in Solano County should be aware of the disease, especially when dusty, hot, and dry conditions are present. To ensure that on-site workers during construction activities are protected, CEC staff recommends adoption of~~ **COC WORKER SAFETY-9** ~~which contains worker protections required by Cal OSHA (Cal OSHA 2024), the California Labor Code (CLC 2024) and recommendations by the California Department of Public Health (CDPH 2025).~~ **Implementation of fugitive dust control measures specified in COCs AQ-SC3, AQ-SC4, and MM AQ-1 in Section 5.1, Air Quality, would reduce any potential exposure to such spores.***

Page 4.4-19, final paragraph: “Each container, which holds three units **M-LINK enclosures**, will also have an additional smoke and gas detector in each.” A battery energy storage system (BESS) “unit” has been defined and depicted on Figure 4.4-1 as a full container comprised of three M-LINK enclosures.

Page 4.4-34, final paragraph: The final sentence of this paragraph is incorrect; the UL9540A module level test requires propagation to pass the rest. Please revise the text as follows: “*The event was confined to the module, **and it did meet propagation criterion, but due to the release of flammable gases unit level testing was required**; however, it did not meet UL 9540A’s non-propagation acceptance criterion at the module level.*”

Page 4.4-35, first paragraph: The fourth sentence is an incorrect statement. Unit level testing does not allow for the use of any active mitigation systems; this language refers to NFPA 69, not UL9540A. Please remove this sentence: “*The enclosure’s venting system successfully relieved pressure and expelled gases, maintaining concentrations below the lower explosive limit (LEL) and preventing deflagration.*”

Page 4.4-35, final paragraph: “Each of the three BESS units **M-LINK enclosures** within the container has an active gas ventilation system and fan that is activated by a gas detector located inside the ~~units~~ **enclosures** near the top of the wall (see Figure 4.4-1).”

Page 4.4-36, second paragraph: The SA states: “In further discussions with other vendors, staff has learned that in general, off-gassing of toxic fumes begins around 50° C (120° F) and thermal runaway begins around 120° C (248° F).” These temperature values are significantly different from the correct off-gassing and thermal runaway temperatures. A temperature of 50 degrees Celsius (°C) is within

typical warranty temperatures and therefore is within normal operating parameters. Data from UL9540A cell-level testing for the proposed LG JF2 cells shows an average off-gassing (venting) temperature of 128.9 °C and an average thermal runaway temp of 209.6 °C (Project Description Update #2, Appendix 2-C [TN# 268368]).

Page 4.4-36, third paragraph: The statements regarding backup power in this paragraph are not accurate. All the detection, activation, and notification devices are part of the fire alarm control panel (FACP) design, including uninterruptible power supply (UPS)/battery backup of the ventilation system. This information is addressed within the fire safety system (FSS)/FACP and NFPA 69 design and analysis provided in Project Description Update #2, Part 2, Appendix 3.9-D Explosion Prevention System Design Report (TN# 268433). Based on this information, please update the text as follows:

*Although the applicant provided a narrative description of each localized Fire Alarm Control Panel (FACP) having a battery backup of 24 hours (standby power) and 2 hours (alarm power), **the FACP design also incorporates the associated detection, activation, and notification devices. This includes the smoke and gas detection systems, external horn and strobe notification devices, and the controls associated with the intake damper and ventilation fan system. The ventilation system is also provided with UPS/battery backup power through the E-PANEL, as shown in the electrical drawings (TT 2026b, PDF p. 278). These backup-power provisions are addressed as part of the project's FSS/FACP design and NFPA 69 design and analysis.** no mention is made in the narrative about other systems' backup power. These systems are smoke detection and alarm notification devices, including external horn and strobe devices for fire and gas detection, and the intake damper and ventilation fan system, although the fan is provided with battery backup power located within the E-PANEL, as shown in the electrical drawings (TT 2026b, PDF p. 278 electrical drawing) but not discussed in the narrative.*

Page 4.4-38, fourth and fifth paragraph: Staff raised concerns about the adequacy of the proposed 24,000-gallon water tank. As discussed in the Application and subsequent filings (TN# 262554, 267605), in the event of a BESS fire, water should not be used for fire suppression on BESS equipment or to cool adjacent BESS containers. Firefighters are recommended to only use water outside of the BESS facility, should the need arise. Direct use of water on BESS equipment can cause electric equipment short-circuiting and malfunction, creating additional safety risks. The proposed BESS incorporates self-contained enclosures, automatic shutdowns, thermal management, and propagation-mitigation features designed to detect abnormal conditions, isolate affected equipment, and limit the spread of a thermal event. The water tank was proposed as a resource to Dixon Fire Department (DFD) or other responding agencies to provide additional water supply to be used at their discretion, whether the need relates to the Project site or other nearby properties. As discussed in the Proposed Revisions to Condition of Certification WORKER SAFETY-7 filed on November 18, 2025 (TN# 267605) and included here-in for convenience as Appendix 3.4-A, the Applicant previously coordinated with DFD to confirm fire protection system needs. Regardless, the Applicant will conduct additional outreach to revisit DFD needs and requirements as required by WORKER SAFETY-7. At a minimum, the Applicant is committed to providing the 24,000-gallon tank, hard suction hose, and compatible

connections as discussed with and confirmed by DFD in November 2026 (TN# 267605). Additional language has been proposed for inclusion in WORKER SAFETY-7, below, to ensure timely coordination.

Page 4.4-41, fifth bullet: The probabilities of earthquakes in the Vacaville area measuring magnitudes of 6.75, 7.05, and 7.55 within the next 30 years are incorrectly presented as 100 percent. The reference link cited provides the probabilities of earthquakes within the San Francisco region within the next 30 years, which are:

- 72% for an earthquake measuring magnitude 6.7
- 51% for an earthquake measuring magnitude 7.0
- 20% for an earthquake measuring magnitude 7.5

Page 4.4-51, COC WORKER SAFETY-2: Item #2 requires the Project Operations and Maintenance Safety and Health Program to include an Operations Weed Management Plan. This is already addressed in BIO-7 and does not require an additional plan. Item #6 requires a Hazardous Materials Management Program (HMMP). The Hazardous Materials Business Plan required under HAZ-1 incorporates the HMMP, and therefore a separate plan is not required.

Page 4.4-54, WORKER SAFETY-6: The COC includes the following language: *“The project owner shall interpret and adhere to all applicable NFPA 855 recommended provisions and actions stating “should” as “shall”, except when referring to fire departments.”* The Applicant filed comments addressing this issue on May 23, 2025 (TN# 263300), advising against a global change to the NFPA 855 language, on the basis that it confuses the applicable standard and fails to honor the intent of the experts who wrote the codes and standards and, with great deliberation, determined that the verbiage shall be “should” and not “shall.” In that filing, a few specific examples were provided that related to specific fire-department actions or requirements; however, an exhaustive analysis of NFPA 855 has not been conducted to see what other unintended consequences may arise by the global language change. The Applicant maintains that any wording changes the NFPA 855 standard should be specifically identified and independently justified rather than applying this broad-brush approach.

Page 4.4-54, WORKER SAFETY-7(k): Provision k effectively requires that a project owner representative equipped with a laptop computer with access to all telemetry data from each cell, module, and unit arrive onsite within 15 minutes of an activated rapid temperature rise warning. A 15-minute response time requirement is not feasible for local operations and maintenance (O&M) staff to meet given the practical preparation time required from receipt of notice to mobilization (i.e., gathering personal protective equipment [PPE], any required communications, etc.), O&M staff’s undetermined location of residence during off hours, and the potential for traffic delays during rush hours. A 15-minute response time would allow less than 5 minutes to prepare after the alarm signal and staff notification, followed by 10 minutes or less to mobilize to the site, which is simply not realistic or reasonable. Additionally, this requirement is not consistent with NFPA 72 Section 26.4.6.1.6.1, which requires *“dispatch of a runner or technician to the alarm location to arrive within 2 hours after receipt of a signal.”* Therefore, consistent with NFPA 72, the Applicant has proposed a response time of 120 minutes as noted in the proposed COC edits below.

Page 4.4-57, COC WORKER SAFETY-9: As discussed in Section 4.10 of our SA comments, Solano County has equivalent per capita values to Alameda County. The Potentia-Viridi project in Alameda County was identified as low risk. Since Potentia-Viridi and Corby BESS Project locations are equivalent (8.5 per 100,000 vs 8.7 per 100,000), both would be considered low risk, and therefore the mitigation requirements should be identical. Therefore, to remain consistent between the two projects, WORKER SAFETY-9, which requires the development of a Valley Fever Prevention and Response Plan, should be removed in its entirety.

Page 4.4-57, COC WORKER SAFETY-10: This COC requires the project owner to provide a drone capable of detecting toxic air contaminants including nitrogen dioxide (NO₂), carbon monoxide (CO), and hydrogen fluoride (HF). Proposed wording addition is provided below to clarify the drone contaminant detection technology would be limited to sensors that are commercially available. Additional wording changes have been requested to ensure DFD agrees with the feasibility of implementing drone technology and to allow for other contaminant detection solutions if preferred by DFD and approved by the CPM.

3.4.1 Worker Safety Condition of Certification Edits

WORKER SAFETY-2:

The project owner shall submit to the CPM a copy of the Project Operations and Maintenance Safety and Health Program containing the following items...

*~~2. An Operations Weed Management Plan that is consistent with COC **BIO-7** which requires: 1) an avoidance of the use of toxic substances; 2) the use of soil bonding and weighting agents which are non-toxic to wildlife and plants; 3) a prohibition on the use of anticoagulants for rodent control; 4) a prohibition on the use of pre-emergent and other herbicides with documented residual toxicity; and 5) a directive that herbicides shall be applied in conformance with federal, State, and~~*

~~6. A Hazardous Materials Management Program.~~

~~8. A Fire Protection System Impairment Program.~~

WORKER SAFETY-7 (b):

*b. Provide fire lanes down the length and width of the BESS units with a ~~30-ft~~ minimum width of all roads, and a **minimum** turning **radii** basin with a 58 ft inner radius, in alignment with applicable requirements of CFC Section 503 and DFD codes;*

*k. In consultation with the DFD when there is off-gassing or a fire from a BESS unit, establish a mobile Command and Control Center located at a safe distance from the BESS facility (upwind and not less than 330 feet) that provides monitors for BMS telemetry, remote fire or heat sensors, fire alarm monitoring and allows for first responders to contact the project owner immediately, or alternatively, ensure that a representative of the project owner is able to arrive on the site within ~~15~~ **120** minutes of a warning that a cell is undergoing rapid temperature rise and that this person would be equipped with a laptop computer with access to all telemetry data from each*

cell, module, and unit, and that all remote telemetry and CCTV viewing in a Command and Control Center complies with NERC CIP-011-1;

*n. **The project owner shall make good faith efforts to** consult with the DFD in preparing the fire protection system specifications and drawings to ensure that an adequate water supply (compliance with NFPA 1142 rural supply standards) and hydrant connection(s) are available for life safety fire suppression for the BESS facility as well as for ancillary structures and provide for any DFD-required infrastructure, including but not limited to, additional water tanks, hydrants, fittings, fire water monitors, water tenders. **In the event that DFD does not provide a substantive response within 30 days of outreach, the CPM and/or CBO shall determine final requirements, which at a minimum would include a 24,000-gallon fire water tank with hard suction hose and connections compatible with DFD equipment;** and...*

Verification: At least 60 days prior to the start of construction, the project owner shall provide all the information and or equipment required above (except for items k and l) to the DFD for review and comment, to the CPM for review and approval, and to the DCBO for plan check approval and construction inspection.

WORKER SAFETY-9:

WORKER SAFETY-9 The project owner shall develop and implement during construction a worker Valley Fever Prevention and Response Plan that includes an enhanced Dust Control Plan containing the requirements described in AQ-SC3 and additionally requires:

- 1. The mandatory on-site use of earth moving and excavating equipment with environmental cabs (with AC and HEPA filters);*
- 2. Mandatory site worker use of dust masks (NIOSH N-95 or better) in areas where active trenching occurs, even if dust is not visually detected present;*
- 3. Implementation of enhanced dust control methods, such as increased frequency of watering to no less than three (3) times each day at locations where active trenching is conducted and/or the use of dust suppression chemicals consistent with COC AQ-SC3 and AQ-SC4, immediately whenever visible dust comes from or onto the site;*
- 4. Specific training on Valley Fever as per Labor Code Section 6109 which requires that employers shall provide effective awareness training on Valley Fever to all employees before work begins and annually by that date thereafter;*
- 5. Medical referral protocol; and*
- 6. Reporting of medically diagnosed cases to the California Department of Public Health, Cal OSHA, and the CPM.*

Verification: At least 60 days prior to the commencement of site mobilization, the Valley Fever Prevention and Response Plan shall be provided to the CPM for review and approval.

WORKER SAFETY-10:

WORKER SAFETY-10 *The project owner shall purchase and give to the DFD a drone capable of detecting toxic air contaminants including NO₂, CO, and HF, using commercially available sensors, and having visual inspection capability, for use when suspected offgassing from a BESS unit occurs, and during a BESS fire. The project owner shall also provide the DFD with funds for updated software and routine maintenance, when necessary, and replacement if necessary for the life of the Corby project. If the DFD does not agree that available drone technology would be beneficial and feasible to use during an emergency response event, project owner and DFD will coordinate further to select and recommend similar and commercially available alternate contaminant detection equipment for DFD use.*

Verification: At least 60 days prior to the start of commissioning, the project owner shall provide the specifications of its proposed drone to the CPM for review and approval. In the event that DFD deems drone technology infeasible or impractical for use during emergency response, project owner shall provide documentation of DFD alternate recommendation to CPM for review and approval. Upon approval of drone or alternate monitoring technology, the project owner shall provide proof of purchase and delivery of the drone or alternate monitoring technology to the DFD prior to the start of commissioning.

4.0 ENVIRONMENTAL IMPACT ASSESSMENT

4.1 Air Quality

The Applicant does not have any comments on this section of the SA.

4.2 Biological Resources

Section 5.2 Biological Resources, COCs, global comment: Please update the following COCs to allow Biological Monitors to conduct specific tasks. The text currently specifies the Designated Biologist; however, as the onsite biologist, the Biological Monitor will ensure compliance onsite during preconstruction and construction. Recommend adding “the DB and/or Biological Monitor shall...” to be consistent with other Biological Resources COCs.

- BIO-7 General Impact Avoidance and Minimization Measures
- BIO-12 Nesting Bird Avoidance and Minimization Measures (for activities outside development of NBMP)
- BIO-14 Burrowing Owl Avoidance Measures
- BIO-15 Swainson’s Hawk Surveys and Nest Protection Buffers
- BIO-16 White-Tailed Kite Nesting Preconstruction Surveys and Nest Protection Buffers

Page 5.2-40, Table 5.2-5, last row – Burrowing Owl, last column: The SA states that the species is known to occur within the project study area. However, focused surveys did not document this species in the Project study area (Project site plus 500-foot buffer). One individual was incidentally observed approximately 0.5 miles away. Please therefore revise the text to read:

*“This species is known to occur within the **project region** ~~project study area~~, although no burrowing owls were observed within the project site during protocol-level surveys. One individual was incidentally observed in 2023 approximately 0.5 miles northeast of the project site....”*

Page 5.2-77, last paragraph, last full sentence: Text states that vegetation restoration shall occur within one year, whereas BIO-8 (Vegetation Restoration Plan), for example, in **Item #1e** states that seeding shall be completed prior to winter rains and no later than October 31 of the year of the impact (or by December 31 of the year of the impact with prior approval from the Compliance Project Manager [CPM], with reseeding to occur thereafter at the discretion of the CPM. The proposed edits below are necessary to harmonize the text with the language of BIO-8. Please revise text to read:

*“This restoration plan has been incorporated into CEC staff’s proposed COC **BIO-8** (Vegetation Restoration Plan) and requires the project owner to meet success criteria for ~~restore all temporarily disturbed areas to pre-project conditions within one year.~~*

Page 5.2-79, Non-Jurisdictional Project Components, 2nd sentence: Text states that there will be no removal of floral resources. However, HAZ-10 requires vegetation management for wildland fire safety. Please make the following edit to avoid conflicting requirements:

Operational activities associated with the project would not result in impacts to Crotch’s bumble bee. After construction is completed, operational activities would be limited to routine inspections, equipment monitoring, and periodic maintenance, none of which would involve ground disturbance or removal of floral resources, except as otherwise required for vegetation management for wildland fire protection as required by HAZ-10.

Page 5.2-84, White Tailed Kite, Swainson’s Hawk, Jurisdictional Project Components, third paragraph: Text states the Vaca-Dixon Substation is located with the City of Vacaville and that it is considered Swainson’s hawk foraging habitat. The substation is located outside of the City of Vacaville’s boundaries, and with the very congested utility corridor, the area would not be considered foraging habitat. Recommend change to text as follows:

Construction of the project would result in the permanent conversion of approximately 16.1 acres and temporary disturbance of approximately 24.4 acres of Swainson’s hawk and white-tailed kite foraging habitat. Permanent and temporary impacts would occur within the BESS site, which is located in unincorporated Solano County, ~~while temporary impacts would occur within both the BESS site and the PG&E Vaca-Dixon Substation area, which is located within the City of Vacaville.~~ Although removal of orchard trees within the gen-tie corridor may create more open ground that could improve foraging conditions for raptors, this change is incidental to project construction and is not considered mitigation.

Page 5.2-85, White Tailed Kite, Swainson’s Hawk, Jurisdictional Project Components, first paragraph: Text states that the California Department of Fish and Wildlife (CDFW) and CEC determined the Solano Land Trust (SLT) in-lieu fee proposal does not comply with the City of Vacaville Municipal Code 14.28; however, this code has no relevance because the foraging habitat loss will not occur within the City of Vacaville and it is therefore unclear why compliance is required or the

appropriate standard by which to evaluate the Project's mitigation obligation. According to the City's website, in-lieu fees collected by the City are transferred directly to SLT, which seems to indicate that the SLT program is compliant with the City's mitigation program. Furthermore, the gen-tie line, located within the City boundary, will provide new foraging habitat through removal of orchards. Since the Project does not remove foraging habitat within the City's boundaries, the mitigation requirements discussed in the following paragraphs for permanent habitat loss are not required and should be removed:

However, CEC staff, in coordination with CDFW, determined that the SLT in-lieu fee proposal would not satisfy the requirements of the City of Vacaville Municipal Code Chapter 14.28, which mandates that agricultural and avian foraging habitat mitigation fees be paid to the City of Vacaville, not directly to SLT, and the materials provided by SLT do not demonstrate compliance with the City's ordinance-based mitigation program. For these reasons, staff does not agree with the applicant's proposed mitigation strategy for Swainson's hawk foraging habitat.

The SA, on Page 5.2-85 and COC BIO-20, requires 16.1 acres of mitigation for permanent foraging habitat loss by either acquiring compensatory mitigation bank credits or establishment of conservation easement in accordance with CDFW's Habitat Management Lands acquisition and protection requirements. The requirements outlined in BIO-20 are customary for Section 2081 Incidental Take Permit (ITP) authorizations under the California Endangered Species Act (CESA), but are not necessary or appropriate in the context of California Environmental Quality Act (CEQA) mitigation for foraging habitat where incidental take will not occur. Additionally, each of these options has drawbacks as discussed below:

- Conservation Bank Credits: Currently, only approximately 10 acres of Swainson's hawk credits are available in service area, and these credits are layered with additional species. The preferred use for these credits would be for projects requiring ITP-level mitigation for multiple species. Additional credits are available in other regions outside of the service area (requiring a mitigation ration of 2:1); however, this approach does not provide any local habitat benefit for Swainson's hawk.
- Habitat Management Lands Conservation Easement Establishment: Developing a 16.1-acre conservation easement is not feasible. Based on discussions with SLT, landowners would not be interested in establishing such a small single easement as it would create inconsistent land management requirements on larger agricultural properties. Additionally, an isolated 16.1-acre conservation easement would offer less ecological value than a larger contiguous conservation project.

For the reasons stated above, the Applicant continues to assert that the in-lieu fee program offered by SLT presents the most appropriate, feasible, and ecologically beneficial compensatory mitigation approach for the Project. Because SLT manages the in-lieu fee (ILF) program for development projects within the City of Vacaville, the program is well established and proven. Additionally, SLT is accredited by the Land Trust Accreditation Commission (see Appendix 4.2-A).

SLT recently recorded an 84-acre conservation easement conserving Swainson's hawk and burrowing owl foraging habitat for the City of Vacaville ILF program; the recorded deed is included herein as

Appendix 4.2-B as a recent example of one of their ILF program conservation easements. SLT currently holds ILF program funding representing 110 acres of mitigation requirements, to which the Corby ILF funds can be added. SLT is currently in negotiations with two landowners to establish a conservation easement for these ILF projects.

SLT has prepared and provided template documents to demonstrate the rigor of their ILF program and documentation. Please note that these documents are not intended for CDFW HM Lands program review, rather to provide transparency on SLT's ILF program.

- Appendix 4.2-C includes a draft Mitigation Agreement between Corby Energy Storage, LLC and SLT. The agreement will be finalized, executed, and fees paid upon CEC certification of the Project. Note that provision 8 includes a requirement for SLT to record a conservation easement within 18 months of mitigation agreement and funding transfer. Additionally, provision 3.c. of the agreement requires coordination with CEC (in consultation with CDFW) in the unanticipated event that adequate land meeting the defined criteria cannot be acquired. Lastly, provision 9 requires return of ILF funds and notification to CEC in the event the agreement is terminated, in which case the Project owner would still be required to satisfy COC BIO-20 through one of the other two options.
- Appendix 4.2-D includes a draft Deed of Conservation Easement template that would be used as a starting point for the Conservation Easement that will include mitigation for the Corby BESS Project, combined with other SLT ILF projects.

SLT provided a memo documenting the basis for their 2026 ILF program rates (see Appendix 4.2-E), which are based on a 2026 study prepared for the City of Vacaville's ILF program. The required fees for the Corby ILF agreement would be \$12,832 per acre, or \$206,595 for 16.1 acres of impacts.

Based on all the information above, the Applicant is requesting the option to participate and engage with SLT through an SLT and Corby independent ILF action captured in the draft Mitigation Agreement to meet the Project's specific mitigation obligation under CEQA.

As such, the following edits are requested in the text on page 5.2-85:

*To address the permanent loss of Swainson's hawk foraging habitat and ensure consistency with applicable regulatory requirements and conservation strategies, staff, in coordination with CDFW, propose COC **BIO-20** (Swainson's Hawk Foraging Habitat Compensatory Mitigation). This condition would require compensatory mitigation for permanent habitat loss ~~through placement of a conservation easement and funding of an endowment to support long-term management of the proposed mitigation lands.~~*

*To comply with COC **BIO-20** and to ensure consistency with both the draft Solano HCP conservation strategy and the 1994 CDFW Staff Report, the project owner would be required to **complete one of the following options:***

1. ***Provide compensatory mitigation for the 16.1 acres of permanent habitat loss at a 1:1 ratio through placement of a conservation easement and funding of an endowment for long-term management of the mitigation site.***

2. *If the project owner proposes to satisfy COC **BIO-20** through purchase of conservation or mitigation bank credits, the project owner shall provide biological justification demonstrating that the selected bank provides appropriate habitat value and service area coverage. If credits are unavailable within Solano County or within the applicable bank service area, and the project owner seeks to purchase Swainson's hawk foraging habitat credits from a bank located outside the service area, compensatory mitigation shall be provided at a minimum 2:1 ratio for permanent impacts (based on 16.1 acres). The project owner shall be required to demonstrate that no suitable in-service area credits are available prior to approval of any out-of-service area purchase.*
3. **Provide 16.1-acres of compensatory mitigation through the Solano Land Trust in-lieu fee (ILF) process, ensuring that the ILF agreement results in 16.1 acres of conserved suitable Swainson's hawk foraging habitat.**

Page 5.2-90-91, Bald Eagle and Golden Eagle, Jurisdictional Project Components, first through third paragraph: In the first paragraph it is stated that there is “*limited, low-quality foraging habitat for bald and golden eagle*” as well as low likelihood of nesting in the vicinity. The last sentence further states that “*bald and golden eagle presence within the project site is expected to be limited to occasional flyovers.*” In the second paragraph, it is further stated that nesting in the immediate vicinity (within 1 mile) is “*considered unlikely.*” However, Staff concluded that impacts associated with project construction and operations would be “*Less than Significant with Mitigation Incorporated.*” Based on the documented limited low-quality foraging habitat and unlikely potential for nesting within one mile, the appropriate impact classification for both construction and operations would be “Less than Significant.”

Page 5.2-96, Burrowing Owl, Jurisdictional and Non-Jurisdictional Project Components, third sentence: Text states that operational activities would not involve vegetation removal. However, HAZ-10 requires vegetation management for wildland fire safety. Request changes to the text as follows:

*Direct and indirect impacts associated with operation and maintenance of the project would be substantially reduced relative to initial site mobilization and construction activities. Operational activities would be limited to infrequent site inspections, equipment monitoring, and routine maintenance conducted on existing improved or compacted surfaces. These activities would not involve ~~vegetation removal~~, ground disturbance, or any expansion of the operational footprint, or vegetation removal **except for wildland fire protection as required by HAZ-10.***

Page 5.2-103 through 5.2-106, Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?: The second paragraph of Page 5.2-103 states that impacts during construction would be “less than significant.” However, the text goes on to state that during construction impacts would be reduced to less than significant with implementation of multiple COCs. Based on this, the significance determination for construction should be modified to “less than significant with mitigation incorporated.” Conversely, the significance level for project operation is presented as “less

than significant with mitigation incorporated,” although the supporting discussion correctly explains there would be no adverse impacts during operations with no mention of mitigation. Therefore, recommend revising the significance determination for operation to “less than significant.”

Page 5.2-106 through 5.2-108, Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?: Staff concluded that impacts would be “less than significant” for construction, and “less than significant with mitigation incorporated” for operations, which is not consistent with the low level of operations activities. Therefore, recommend revising the significance determination for operation to “less than significant.”

Page 5.2-108 through 5.2-111, d. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?: In the second to last paragraph on page 5.2-108, Staff concluded that impacts would be “*less than significant*” for construction, but go on to state in the same paragraph that “*impacts would be less than significant with mitigation incorporated*” with the implementation of COCs. This is also stated in the second paragraph on page 5.2-110. Based on the analysis provided, the construction will not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites, regardless of the implementation of these COCs. Therefore, the text should be updated to consistently document “less than significant” impacts without referencing “with mitigation incorporated.”

On page 5.2-111, Staff state that impacts from project operation will be “*less than significant with mitigation incorporated*”; however, the subsequent analysis explains that “*operational activities would not substantially interfere with wildlife movement or nursery use.*” Therefore, the significance level for operations should be changed to “*less than significant.*”

Page 5.2-120, COC BIO-1, Verification: Please update submittal timing for Designated Biologist resumes from 75 days to 45 days. This is consistent with the precedent established by the Willow Rock Energy Storage Center Project (21-AFC-02).

Page 5.2-123, COC BIO-3, Verification: Please update submittal timing for Biological Monitor resumes from 45 days to 30 days. This is consistent with the precedent established by the Willow Rock Energy Storage Center Project (21-AFC-02).

Page 5.2-127, COC BIO-5, Verification, first paragraph: Text currently states the draft Worker Environmental Awareness Program (WEAP) be submitted 45 days prior to start of site mobilization and the final WEAP be provided within 15 days prior to site mobilization. WEAP verification language for both CUL-3 and PAL-4 requires the submittal of the draft WEAP 30 days prior to ground disturbance and submittal of the final WEAP 15 days prior to ground disturbance. Request a change to BIO-5 revising submittal of the draft WEAP to 30 days prior to ground disturbance and the final WEAP to be provided 15 days prior to ground disturbance to be consistent with other technical disciplines.

Page 5.2-128, COC BIO-6, description, item 8: Pre- and post-construction photograph submittal requirements and timing are addressed in the verification language and should be removed from the COC description.

Page 5.2-128, COC BIO-6, description, item 9: As written, the condition requires that a final accounting of the vegetation communities before and after construction be provided as an addendum within the Biological Resources Mitigation Implementation and Monitoring Plan (BRMIMP). As the BRMIMP is required to be approved before construction may start, this would result in a construction compliance document being revised at end of construction. Instead, we request that this accounting be included in the final construction termination report.

Page 5.2-128, COC BIO-6, description, item 15: Request change to text to remove the BRMIMP and WEAP as attachments to the BRMIMP. The BRMIMP is the entirety of the document, and the WEAP is a presentation/pamphlet/sticker and not a physical document.

Page 5.2-130, COC BIO-7, Item #3: Text states the speed limit shall not exceed 15 miles per hour on roads within the “project area”. Recommend clarifying project area to be specific to within the “project site” as area implies a much larger area including public roads. An additional edit is requested to remove the text “on access roads to the project site” as it is unclear what this is referring to.

Page 5.2-131, COC BIO-7, Item #5: Text states that all fencing, signposts, pipes or poles installed temporarily or permanently shall have the top capped, and the top three post holes covered or filled to prevent wildlife entrapment, especially raptors. As the top three hole locations will vary greatly between each of these posts/poles/pipes, additional clarification is needed to limit how many holes need to be filled. Raptor talons for species within this area are typically ½ inch to one inch in length and less than ½ inch in diameter. Therefore, additional text is proposed stating that only holes in the top 2 inches and less than ½ inch in diameter be filled.

Page 5.2-131, COC BIO-7, Item #6: Text states that any unexpected wildlife species are fully avoided during construction. Unexpected is not defined in this context, and therefore, request that this term be refined to “unexpected special-status wildlife species,” which is consistent with the Potentia-Viridi (24-OPT-04) COC BIO-7, item #6 requirement.

Page 5.2-133, COC BIO-7, Item #13: Text uses “project area” for handling and reporting of road-killed animals however a definition of what the project area encompasses is vague. Request revision to limit boundary to the project site, offsite facilities, and primary roads used for construction traffic immediately adjacent to the project site.

Page 5.2-135, COC BIO-7, Item #21, last paragraph: Text states “...The project owner shall ensure that pesticide use only occurs when Crotch’s bumble bees are dormant or when flowers are no longer in bloom...”. The term pesticide is inclusive of herbicides, insecticides, fungicides, or rodenticides and for Crotch’s bumble bees only herbicides and insecticides are appropriate. The use of “pesticides” implies that items such as rodenticides would only be usable during portions of the year versus throughout the year. Request revision to text to provide clarification on type of pesticides.

Page 5.2-135, COC BIO-7, Item #24, Invasive Species: The condition as written requires cleaning of all equipment before entering and leaving the site for the life of the Project. As the site will be graveled once vegetation has been cleared, requesting a hybrid approach where the cleaning of equipment before entering and leaving would only need to be completed prior to graveling. Once the site is graveled, no further equipment cleaning would be required.

Page 5.2-137, COC BIO-8, Discussion, Item #1f: Text states that no more than 15% of vegetation should consist of high or moderate invasive plants as identified in the California Invasive Plant Inventory Database (CAL-IPC). However, currently the project site consists of mostly CAL-IPC grasses. Request that success criteria be defined as meeting pre-project conditions and limiting “high” invasive plants only, or excludes annual grasses that are moderate invasive plants as identified in the CAL-IPC.

Page 5.2-137 COC BIO-8, Discussion, Item #2, second paragraph: Text includes the submittal timing for the annual restoration monitoring report which is already captured in the Verification language. Request deletion of text within the Discussion.

Page 5.2-138, COC BIO-8, Discussion, Item #4a and #4b: The condition appears to be similar to what was proposed for Potentia-Viridi. However, while Potentia-Viridi is a larger project (approximately 102 acres) within naturalized lands, the Corby BESS Project is smaller (approximately 65.9-acre disturbance area including gen-tie corridor) and is on agricultural land. Unlike Potentia-Viridi, the Corby BESS Project will not be restoring the project to the level of an ITP habitat restoration project nor are there mitigation requirements for temporary habitat impacts. Therefore, reduced photo requirements are proposed to reflect project-specific issues. As stated in the condition, a minimum of 10 photo monitoring stations are required, approximately 2,000 feet apart. Due to the small size of the Corby Project site and limited line of sight, achieving a field of vision of approximately 2,000 feet apart is likely not possible. Further, due to the size of the site and the nature of the habitat quality, pre- and post-construction photos would be more appropriate than monthly.

Page 5.2-139, COC BIO-9, Discussion: Condition states that if suitable habitat is present then protocol surveys for Crotch’s bumble bee must be performed. However, implementation of protocol level surveys between the habitat assessment and start of construction may be infeasible due to the number of surveys and survey spacing that must occur. Protocol surveys require at least three surveys that are spaced 2-4 weeks apart during the Colony Active Period for Crotch’s bumble bee, which is April through August. Construction mobilization is currently planned before April, so completion of these surveys is not feasible. Additionally, site surveys conducted this year have documented no floristic resources. Therefore, we are requesting that protocol-level surveys be changed to “pre-construction surveys.” In addition, Item #5 of the condition states that the project owner shall not use herbicides, insecticides, or rodenticides. Please remove “or rodenticides” for the reason discussed above.

Page 5.2-140, COC BIO-10, Discussion, last paragraph: The condition requires approval from the CPM to remove host plants even if no eggs, larvae, or pupa are found. If the surveys are negative for Monarch butterfly stages, requiring approval to remove plants is overly protective and burdensome

with little benefit. Further, this additional approval can delay work activities with no added protection or value. Request edit to text to remove CPM approval for host plant removal.

Page 5.2-142, COC BIO-12, Discussion, Item #2: The condition requires two pre-construction surveys within 14 days, separated by 10 days, with the final survey occurring within the 3-day period preceding site mobilization. Due to the number of surveys required as well as the limited time frame to conduct the survey, request language be updated to allow for a separation minimum of 48 hours between the two pre-construction surveys.

Page 5.2-143, COC BIO-12, Discussion, Item #4, Nest Detection, second full paragraph: Condition notes that the minimum default buffer distances are 500 feet for most raptors and 250 feet for most passerines. The Nesting Bird Management Plan (NBMP) and BRMIMP will establish the buffer distances that will be required. Request edit to remove buffer distances.

Page 5.2-145, COC BIO-12, Discussion, Item #8, Nest Start Removal, third full paragraph: The Condition requires that in the event of nest building, the biologist shall deter birds from nesting using “non-invasive” methods, however there is no guidance as to how this would be completed. Standard practice is to remove a nest start using physical means, which has been proposed in the revised COC language below.

Page 5.2-146, COC BIO-13, second paragraph: COC requires that protocol level survey methodologies should be provided to the CPM for review and approval. As the risk of eagle nesting near the site has been determined to be very low, request a change to the proposed COC language to “pre-construction survey.”

Page 5.2-158, COC BIO-20. The condition is written as an ITP-level habitat compensatory mitigation requirement. As discussed above, the SLT ILF process presents the most appropriate, feasible, and ecologically beneficial compensatory mitigation approach for the Project. Proposed edits to BIO-20 are provided below to incorporate the SLT ILF option with appropriate mitigation assurance language.

Page 5.2-165, COC BIO-21, Discussion, first paragraph. Language is repeated in both discussion and Verification that the draft Post BESS Fire Monitoring and Management Plan (PBFMMP) shall be provided to the CPM for review. Request that text be removed from the discussion section of the condition. In addition, text in first paragraph states in the discussion that no site mobilization or construction activities may occur prior to approval of the final plan. However, verification language states the draft plan does not need to be submitted until at least 90 days prior to start of delivery of any BESS battery components. Request the language in the discussion be removed to maintain consistent timeframes.

Page 5.2-165, COC BIO-21, Item #3. Requesting that additional text be added to clarify that testing will be for potential contamination as a result from a BESS fire and not other unrelated sources.

4.2.1 Biological Resources Condition of Certification Edits

COC BIO-1, Verification, first sentence:

Verification: *The project owner shall submit to the CPM resumes and any other relevant documentation for DB(s) approval at least ~~45~~ 75 days prior to the start of site mobilization*

and/or construction-related ground disturbance activities. No site mobilization or construction related activities shall commence until a DB has been approved by the CPM.

COC BIO-3, Verification, first sentence:

Verification: *The project owner shall submit the specified information to the CPM for review and approval at least ~~30~~ 45 days prior to the start of any site mobilization activities.*

COC BIO-5, Verification, first paragraph

*At least ~~30 days~~ 45 days prior to the start of **ground disturbance** ~~site mobilization~~ the project owner shall provide to the CPM for review and approval the draft WEAP and all supporting written materials and electronic media prepared or reviewed by the DB and a resume of the person(s) administering the program. At least ~~15~~ 10 days prior to **ground disturbance** ~~site mobilization~~ the project owner shall submit the approved final WEAP and implement the training for all workers.*

COC BIO-6, Discussion, Item #8:

8. ...Provide planned timing of aerial photography and a description of why times were chosen; ~~pre-construction aerial photographs shall be submitted to the CPM for review and approval, and to CDFW for review and comment, prior to any site mobilization. Post-construction aerial photographs shall be submitted to the CPM for review and approval, and to CDFW for review and comment, no later than 30 days after completion of construction.~~

COC BIO-6, Discussion, Item #9:

*9. Provide a final accounting of the whole acres of vegetation communities/cover types present before and after construction and a determination of whether more or less habitat compensation is necessary **and provided in the final construction termination report**, ~~as an addendum to the BRMIMP~~. Construction acreages shall be rounded to the nearest 0.10 acre, unless approved by the CPM. The geographic information systems (GIS) shapefiles of all pre- and post-disturbance areas shall be provided with the submittal.*

COC BIO-6, Discussion, Item #15:

15. All final versions of required plans including the ~~BRMIMP, WEAP~~, Revegetation Plan, Nesting Bird Management Plan, Wildlife Protection and Relocation Plan, American Badger Relocation Plan, Post BESS Fire Monitoring and Management Plan, Frac-out Contingency Plan, and all other individual biological mitigation and/or monitoring plans associated with the project shall be included as attachments;

COC BIO-6, Verification, second to last paragraph:

Verification: *...The project owner shall also provide a final accounting in whole acres of vegetation communities/cover types present before and after construction no later than 30 days after completion of construction **and provide within the final construction termination report...***

COC BIO-7, Discussion, Item #3, Minimize Traffic Impacts:

3. *Minimize Traffic Impacts.* Vehicular traffic during project site mobilization, construction and operation shall be confined to existing routes of travel to and from the project site, and cross-country vehicle and equipment use outside designated work areas shall be prohibited. The speed limit shall not exceed 15 miles per hour on paved or stabilized unpaved roads within the project ~~area~~ **site, or** on maintenance roads for linear facilities, ~~or on access roads to the project site.~~ Project vehicles shall abide by posted speed limits on paved public roads outside the project site.

COC BIO-7, Discussion, Item #5, Prevent Wildlife Entrapment:

...In addition, any fencing, signposts, pipes or poles installed temporarily or permanently throughout the course of the project shall have the top capped and/or ~~the top three post holes~~ **the first two inches from the top of the pole that are less than ½ inch in diameter be** covered or filled with screws or bolts prior to the end of the workday in which the installation occurs to prevent the entrapment of wildlife. No barbed wire shall be allowed where it may result in harm to birds and other wildlife.

COC BIO-7, Discussion, Item #6, Wildlife Encounters:

Wildlife Encounters. The DB shall ensure that any unexpected **special status** wildlife species are fully avoided during construction. Should an unexpected **special status** wildlife species be detected a non-disturbance buffer shall be implemented based on the species ecology or species-specific condition of certification, and work shall be suspended in that area until the animal leaves on its own volition. The DB or Biological Monitor may move individuals of non-CESA-listed species if they possess the appropriate state and/or federal handling permits. Any observations of unexpected **special status** wildlife should comply with notification requirements provided in **BIO-2**, Item 6.

COC BIO-7, Discussion, Item #13, Handling of Road-Killed Animals, second paragraph:

*During site mobilization and/or construction, injured or dead animals detected by personnel **within the Project site boundary, offsite linear features, and primary local roads immediately adjacent to the Project site boundary that are used for construction traffic** ~~in the project area~~ shall be reported immediately to the DB and/or Biological Monitor, who shall remove the carcass or injured animal promptly. During operations, the Environmental Compliance Manager, or equivalent position, for the project owner shall be notified and they shall contact the DB and/or Biological Monitor for further instructions.*

COC BIO-7, Discussion, Item #21, Herbicide and Pesticide Use, last paragraph:

*The project owner shall ensure that **herbicides and insecticides** ~~pesticide~~ use only occurs when Crotch's bumble bees are dormant or when flowers are no longer in bloom. Pesticides (including insecticides) may only be applied post construction in indoor areas where contact with wildlife and foraging Crotch's bumble bee could not occur.*

COC BIO-7, Discussion, Item #24, Invasive Species:

*Invasive Species. The project owner shall conduct project activities in a manner that prevents the introduction, transfer, and spread of terrestrial invasive species from one work site and/or water body to another. Prior to entering the project area, the project owner shall inspect equipment for invasive species, and, if any signs of invasive species are found, the equipment shall be cleaned to remove those species. All visible soil/mud, plant materials, and animal remnants on equipment shall be removed prior to entering and exiting the work site **until such time the project site has been graveled. Once the project site has been graveled, no further equipment cleaning will be required.***

COC BIO-8, Item #1f:

***The project site shall be revegetated to pre-project conditions.** No more than 15 percent of the vegetation shall consist of species designated as high ~~or moderate~~ invasive plants in the Cal-IPC California Invasive Plant Inventory Database (CAL-IPC). If the presence of invasive species exceeds this threshold, the project owner shall be responsible for conducting appropriate control activities in coordination with the CPM.*

COC BIO-8, Item #2, second paragraph:

~~...The project owner shall submit an annual restoration monitoring report to the CPM by January 31 of each year until all performance standards have been met. Each annual report shall include...~~

COC BIO-8, Item 4a and 4b:

4. Photo Monitoring. The DB shall establish no less than 10 photo monitoring stations to provide representative views of project construction and restoration activities. Photo monitoring station results shall contribute to the CPM's assessment of temporary impacts and restoration work; therefore, the DB should ensure that photo monitoring stations numbers and locations are sufficient to document temporary impacts and restoration success. Photo monitoring shall be done as follows:

*a. Stations should be located in areas that allow for unobstructed views and a field of vision of approximately **500 2,000 feet to the extent feasible.***

*b. At least one photograph shall be taken at all stations prior to ground disturbing activities, **upon construction completion, and quarterly** ~~each month thereafter until construction and initial restoration are complete. Photo documentation of restoration success shall occur every three months following initial restoration~~ until restoration success criteria are reached.*

COC BIO-9, multiple locations:

Crotch's Bumble Bee Avoidance Measures To avoid take of Crotch's bumble bee, the DB and/or Biological Monitor(s) shall conduct a habitat assessment to determine if the project site and the immediate surrounding vicinity (up to 50 feet) contain habitat suitable to support foraging, nesting, and/or overwintering resources for Crotch's bumble bee. Potential nesting and overwintering sites, including all small mammal burrows, perennial bunch grasses, thatched annual grasses, brush piles, old bird nests, dead trees, and hollow logs, shall be documented as

part of the assessment. All floral resources shall also be documented to identify potential foraging habitat.

*If potentially suitable habitat is identified, the DB and/or Biological Monitor shall conduct ~~focused (protocol level)~~ **pre-construction** surveys for Crotch's bumble bee and their requisite habitat features following the methodology outlined in the "Survey Considerations for California Endangered Species Act (CESA) Candidate Bumble Bee Species" (CDFW 2023) or more recent published guidelines and/or CDFW recommended methods.*

If Crotch's bumble bee is detected at any time during site mobilization and/or construction or operation:

- 1. No take is allowed. All project activities shall be implemented to fully avoid take of individuals, nests, or other habitat features.*
- 2. All small mammal burrows, thatched/bunch grasses, and suitable floristic resources shall be avoided by a minimum radius of 50-foot no-disturbance buffer.*
- 3. A minimum 50-foot avoidance buffer shall be established around any observed nests during both construction and operation.*
- 4. If ground disturbing activities will occur during the overwintering period (October through February), the project owner shall consult with the CPM prior to initiating work to determine how project activities shall be modified, delayed, or otherwise implemented to avoid take.*
- 5. The project owner shall not use substances such as herbicides, insecticides, or ~~rodenticides~~ except as allowed under BIO-7, Item 21: Herbicide and Pesticide Use.*

*The DB and/or Biological Monitor shall prepare a written report documenting the habitat assessment results and, if applicable, the results of the ~~protocol level~~ **pre-construction** surveys. The report shall describe survey methods, results, impact avoidance and minimization measures implemented, and the results of those measures. The DB and/or Biological Monitor shall ensure that appropriate CNDDDB records are filed (per BIO-6, Item 16). The DB shall report all sightings of this species on the project site to the CPM and CDFW within 24 hours.*

These measures shall be included in the BRMIMP and implemented.

COC BIO-10, Discussion, last paragraph:

If host plants are found, the DB shall survey all host plants for monarch eggs, larvae, and pupae. If no eggs, larvae, or pupae are found, plants may be removed within 2 days ~~with approval from the CPM~~. If eggs, larvae, or pupae are present, host plants shall be protected in place until the DB has determined that the breeding season has concluded, or coordination with the CPM and USFWS occurs. It is recommended, to the extent feasible, that milkweed removal should be avoided until after the plant has gone to seed.

COC BIO-12, Items #2, #4, and #8:

2. *Survey Schedules.* At least two pre-construction surveys shall be conducted, separated by a minimum **48-hour** ~~10-day~~ interval. Pre-construction surveys shall be conducted no more than 14 days prior to initiation of site mobilization and/or construction activity. One survey needs to be conducted within the 3-day period preceding initiation of site mobilization, brush clearing, ground disturbance, or construction activity.

4. *Nest Detection...* The plan shall include a table outlining minimum default buffer distances for specific avian groups during site mobilization and/or construction, detailing the avian groups, species potentially nesting within the project limits and survey area, and corresponding horizontal buffer distances based on disturbance level (DL) in feet, unless alternative table format is approved by the CPM. ~~Typical~~ Minimum default buffer distances ~~are 500 feet for most raptors and 250 feet for most passerines,~~ as well as other species or guild specific buffers **will be defined within the BRMIMP and NBMP.**

8. *Nest Start Removal...* In the event nest building is detected, the biologist shall **remove nest starts prior to the completion of nest lining** ~~deter birds from nesting using non-invasive methods to modify the circumstances.~~ In the event a nest is built, and eggs are laid, the nest shall be considered an active nest and shall be avoided. This may include placing a buffer around a piece of equipment or closing off a work area until the nest has fledged. This measure shall not be employed for state or federal special status species.

COC BIO-13, Discussion and Verification:

BIO-13 Bald and Golden Eagle and Nest Protection Buffers If project activities occur during the golden eagle nesting season (December 15 to August 31), the DB and/or Biological Monitor shall conduct pre-construction surveys no more than 30 days prior to the start of any site mobilization, construction, or other ground-disturbing activities, including heavy equipment use and staging...

Surveys shall be conducted by qualified biologists approved by the CPM pursuant to **BIO-1** and/or **BIO-3**. The DB shall submit **pre-construction** ~~protocol-level~~ survey methodologies to the CPM for review and approval prior to the start of surveys. These measures shall be included in the BRMIMP and implemented...

Verification: The project owner shall submit **pre-construction** ~~protocol-level~~ survey methodologies to the CPM for review and approval and to CDFW for review at least 30 days prior to the start of surveys. The project owner shall submit the results of the preconstruction survey to the CPM and CDFW no more than 7 days after the survey has been completed...

COC BIO-20, Discussion and Verification:

BIO-20 Swainson's Hawk Foraging Habitat Compensatory Mitigation The project owner shall fulfill the following requirements to mitigate impacts to Swainson's hawk foraging habitat.

The project owner shall **complete one of the following** ~~either:~~

1. Purchase 16.1 acres of Swainson's hawk foraging mitigation or conservation bank credits, at a location within Solano County approved in advance by the CPM, in consultation with CDFW;

2. ~~Shall~~**Provide** for both the permanent protection and management of 16.1 acres of Habitat Management (HM) lands pursuant to Item 3 (Habitat Management Land Acquisition and Protection) and the calculation and deposit of the management funds pursuant to Item 5 (Endowment Fund). The amount of mitigation required shall be calculated based on the project's final direct permanent and temporary loss of suitable Swainson's foraging habitat, as approved by the CPM, in consultation with CDFW.

3. Provide 16.1-acres of compensatory mitigation through the Solano Land Trust (SLT) in-lieu fee (ILF) process by completing the following:

- **Execute a Swainson's Hawk Mitigation Agreement with SLT and pay fees based on 2026 City of Vacaville Agricultural Land and Avian Species Foraging Habitat In-Lieu Fee Program, of which SLT was a partner agency in the establishment of the fee amount.**
- **Following SLT identification of a suitable mitigation project, provide documentation of the project location and habitat quality for approval by the CPM, in consultation with CDFW.**
- **Provide documentation of ILF Conservation Easement Deed recordation, for which the Project ILF fees were used, within 18 months from site mobilization.**

The purchase of mitigation or conservation bank credits, ~~or~~ permanent protection and funding for perpetual management of HM lands, **or execution of an in-lieu fee agreement and payment of fees to SLT,** must be complete before **site mobilization** starting project activities, or within 18 months of the date of the site mobilization, if Security is provided pursuant to Security (Item 11) below for all uncompleted obligations...

Verification: The project owner shall provide verification that the required **purchase of mitigation bank credits, execution and funding of an in-lieu fee agreement with SLT, or** acquisition, protection and transfer of all HM lands, and record any required conservation easements no later than 18 months from the date of start of site mobilization, even if a security is provided. If a Security is provided, it shall be provided no later than 30 days prior to the start of site mobilization.

If a project-specific HM lands conservation easement is developed, the following shall be provided:

The project owner shall submit to the CPM for review and approval, and to CDFW for review and comment, all HM lands due diligence...

COC BIO-21, Discussion and Item #3

BIO-21 Post BESS Fire Monitoring and Management Plan The project owner shall develop a Post BESS Fire Monitoring and Management Plan (PBFMMP), which is to be implemented in the event of a "BESS FIRE" defined as a confirmed thermal runaway within a battery module of the project that results in sustained combustion or open flame. ~~The project owner shall provide the~~

~~draft PBFMMP to the CPM for review and approval. No site mobilization or construction activities may occur prior to approval of the final PBFMMP by the CPM...~~

... 3. Post Fire Monitoring. Include post fire monitoring requirements including an initial assessment within 2-weeks of the fire and a program of quarterly testing of the same locations used for baseline data collection, for the first year if battery-related contaminants are detected above established baseline levels or toxicity threshold levels in water or sediment **and are determined to result from the BESS Fire and not from unrelated activities in the area...**

4.3 Climate Change and Greenhouse Gas Emissions

The Applicant does not have any comments on this section of the SA.

4.4 Cultural and Tribal Cultural Resources

Page 5.4-77, CUL-1, Verification, first paragraph. Please update submittal time frame for CRS qualifications from 75 days to 45 days. This is consistent with the precedent established by the Willow Rock Energy Storage Center Project (21-AFC-02) and allows sufficient time for Staff review and approval.

Page 5.4-80, CUL-2, Verification, second paragraph. Please update submittal time frame for the CTRMMP from 90 days to 45 days. This is consistent with the precedent established by the Willow Rock Energy Storage Center Project (21-AFC-02) and allows sufficient time for Staff review and approval.

Pages 5.4-45 to 5.4-50, 5.4-67 and 5.4-83, CUL-7. The SA at pages 5.4-48 to -49 concludes that the Catherine Kilkenny Residence is eligible for listing on the California Register of Historical Resources (CRHR) on the basis that it is historically significant because of its association with important persons (the Kilkenny family) and its architectural/artistic value (being associated with builder George Sharpe). This eligibility determination extends only to the Residence itself, and not to the larger 2.76-acre property surrounding it, including the non-historic outbuildings and non-historic landscaping and gardens on the property. (SA at 5.4-49.) The SA at page 5.4-67 then asserts that “The Catherine Kilkenny Residence would be temporarily visually impacted during construction and there is potential for long-term visual impacts. The construction activity and subsequent facility would be in direct line of sight of the [Catherine Kilkenny] historic residence further degrading the original setting. Implementation of COC CUL-7, which requires the development of a visual screening plan would reduce visual impacts to a less-than significant level.” COC CUL-7, in turn, requires the applicant to develop a plan to provide vegetative screening at the project site to “block sight lines from the Catherine Kilkenny Residence” and to bury “all electrical tie-lines running east-west parallel to Kilkenny Road in the vicinity of the Catherine Kilkenny Residence ... to avoid visual impacts.”

While the Applicant is open to providing landscaping on the side of the project site facing the Kilkenny Residence to the extent this measure would address a public concern, the SA should be updated to clarify that the ability of a resident or visitor to the Kilkenny Residence to see the Project site is not an impact on a cultural resource under CEQA.

The CEQA case law is clear that construction of a project in the vicinity of historical structures, or structures that are potentially historic, that does not damage or materially alter any of them is not a

substantial adverse change in the significance of a historical resource. (*Taxpayers for Accountable Sch. Bond Spending v. San Diego Unified Sch. Dist.* (2013) 215 Cal.App.4th 1013, 1045 [construction of stadium lighting adjacent to a historic neighborhood would not materially impair the neighborhood’s historical significance]; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357, 375 [project to install a play structure among historic homes would not impact these resources because it did not involve “any demolition of, or material alteration of, the physical characteristics of the identified historically significant structures”].) Similarly, actions that affect a historic resource but do not result in a tangible, perceptible change to the public at large are not environmental impacts subject to CEQA. (*Martin v. City & County of San Francisco* (2005) 135 Cal.App.4th 392, 404-05 [“proposed modifications . . . not perceptible to others [that are not inside a residence], lack the potential for causing a significant effect on the environment and are beyond the reach of CEQA”].)

Here, no physical change to the Catherine Kilkenny Residence or its immediate 2.67-acre property is proposed. Thus, the conclusion at page 5.4-67 that the Project would “further degrad[e] the original setting” is inapplicable as the historical resource at issue is the Residence, not the setting. (SA at 5.4-67.) The SA also makes clear that the Residence is only historically significant because of its association with important persons and its architectural/artistic value. The Project will not eliminate that association, nor demolish or materially alter the physical characteristics of the Residence that convey its historical significance (there is no physical alteration *at all*). (14 Cal. Code Regs., § 15064.5(b)(2)(C).) Likewise, the “significant effects” identified in the SA (construction and facility visible from the Residence) will not be perceived by the public, only by the owners of and visitors to the Catherine Kilkenny Residence from inside the home. (See *Taxpayers*, *supra*, 215 Cal.App.4th at 1042 [“the question is whether a project will affect the environment of persons in general, not whether a project will affect particular persons”].) As a result, there is no basis to conclude the Project will cause a significant effect on this historical resource, and the SA should be updated to clarify this point. For these reasons, the Applicant requests modifications to CUL-7, below, to provide greater clarity and specificity and to remove the reference to impacts that are “less than significant with mitigation incorporated.”

4.4.1 Cultural and Tribal Cultural Resources Condition of Certification Edits

CUL-1, Verification, first paragraph:

The project owner shall submit the prospective CRS’s and any Alternate CRS’s qualifications at least ~~45-75~~ days prior to the start of ground disturbance associated with site mobilization and construction.

CUL-2, Verification, second paragraph:

At least ~~45-90~~ days prior to the start of ground disturbance, the project owner shall submit the CTRMMP to the CPM for review and approval. The CPM must approve the CTRMMP before construction can begin.

CUL-7 Catherine Kilkenny Residence Visual Screening Plan

Prior to construction, the applicant shall develop a plan to visually screen the CRHR-eligible Catherine Kilkenny Residence, located at 5310 Kilkenny Road. The visual screening plan shall be

developed as part of the vegetative landscape screening plan outlined in COC VIS-2. In addition to the guidance from VIS-2 the plan shall include ~~screening to a height sufficient to block sight lines from the~~ **landscaping on the west side of the Project site to break up potential views of the Project from the** Catherine Kilkenny Residence. This will be aided by using already mature trees and bushes to avoid a lengthy growth period before the installed screening becomes effective. In addition, all electrical tie-lines running east-west parallel to Kilkenny Road in the vicinity of the Catherine Kilkenny Residence shall be buried to avoid visual impacts.

Verification: The project owner shall submit a vegetative landscape screening plan to the CPM for review and approval ninety (90) days prior to executing a contract to purchase landscaping-related improvements for the project as outlined in COC VIS-2. ~~The plan shall include the goal of reducing visual impacts on the CRHReligible Catherine Kilkenny Residence to a level that is less than significant with mitigation incorporated.~~ The project owner or applicant will provide documentation via a final report or photographs of the screening within 30 days of installation.

4.5 Efficiency and Energy Resources

The Applicant does not have any comments on this section of the SA.

4.6 Geology, Paleontology, and Minerals

Condition PAL-3 on page 5.6-63 currently does not specify where construction would be stopped in the event of a discovery and does not define which fossil materials should be curated. Proposed language additions consistent with COCs from previously approved projects are provided below.

4.6.1 Geology, Paleontology, and Minerals Condition of Certification Edits

PAL-3, Discussion, sixth bullet:

...A discussion of procedures to be followed: (a) in the event of a significant fossil discovery, (b) stopping construction **in the area of the discovery**, (c) resuming construction, and how notifications shall be performed...

PAL-3, Discussion, eighth bullet:

... Procedures to inventory, prepare, and deliver fossil materials **the PRS deems appropriate** for curation in a retrievable storage collection at a public repository or museum that meet the Society of Vertebrate Paleontology's standards and requirements for the curation of paleontological resources.

4.7 Hazards, Hazardous Materials/Waste, and Wildfire

Page 5.7-38, last paragraph: Text states that the project would secure encroachment permits for the temporary road closure. This text should be clarified as follows for consistency with Table 5.8-4 and COC LAND-3:

However, the project would **coordinate with the City of Vacaville Director of Public Works and obtain encroachment permit approval from the CBO and CPM** ~~secure the necessary encroachment permits to allow for this temporary road closure and would coordinate with~~

~~Solano County~~ to ensure that this temporary road closure would not impair emergency response or evacuation in the area.

Page 5.7-48, COC HAZ-1: The COC should be revised as shown below because the HMBP is submitted through the California Environmental Reporting System (CERS) and is maintained and updated by the project owner through the lifespan of the project. The Solano County Department of Resource Management, Environmental Health Services Division (CUPA) will review the plan as needed and use during inspections of the site. The Spill Prevention, Control, and Countermeasures (SPCC) Plan is not submitted through CERS but is maintained onsite and available upon request during inspections. A copy of the SPCC plan can be provided to the County CUPA for review but will not be approved by the CUPA.

Page 5.7-50, COC HAZ-5, 9 (D): The COC requires Owner emergency personnel to arrive onsite within 30 minutes or less. As discussed in earlier comments on WORKER SAFETY-7, NFPA 72 requires a 120-minute response time. The text should therefore be updated to conform with the requirement in NFPA 72.

Page 5.7-54, COC HAZ-9, last paragraph, last sentence: The text should be deleted as it is already included within the verification section of the condition.

Page 5.7-55, COC HAZ-11, Verification: The Applicant previously submitted a draft Sampling and Analysis Plan (SAP) to address the potential presence of agrichemicals in response to CEC Data Request DR WS-17 submitted with Data Request Response #2 (TN# 263281). Subsequently, the SAP was proactively implemented in 2025 to confirm elevated levels of agricultural contaminants are not present within the Project footprint. Since the SAP was already submitted for CEC Staff review in May 2025 and sampling was proactively completed, the Applicant requests modifications to the verification language provided below.

4.7.1 Hazards, Hazardous Materials/Waste, and Wildfire Condition of Certification Edits

HAZ-1, Discussion and Verification:

HAZ-1: *The project owner shall prepare a Hazardous Materials Business Plan (HMBP) ~~and a Spill Prevention Control and Countermeasure (SPCC) Plan~~ and provide these plans to the submit through the CERS online system (or other approved method) for review by the Solano County Department of Resource Management, Environmental Health Services Division (the CUPA for Solano County). A copy of the CERS online system submittal will be provided to the CPM for review and approval.*

A Spill Prevention, Control, and Countermeasures (SPCC) Plan will be prepared by the project owner and submitted to the Solano County Department of Resource Management, Environmental Health Services Division for review and comment and to the Compliance Project Manager (CPM) for review and approval prior to the start of operations.

Verification: *At least 60 days prior to the start of operation the project owner shall prepare and submit the HMBP ~~and SPCC Plan~~ to through the CERS online system (or other approved method) for review and comment by the Solano County Department of Resource Management,*

*Environmental Health Services Division ~~and~~. **A copy of this transmittal and the complete HMBP will be provided** to the CPM for review and approval. The project owner shall also provide the CPM with a copy of the transmittal letter to **the CUPA** requesting review and comment.*

***A copy of the SPCC Plan will be provided to the Solano County Department of Resource Management, Environmental Health Services Division for review and comment and to the CPM for review and approval. A copy of the final SPCC Plan shall be maintained onsite and be available upon request.** The HMBP and SPCC must both be approved before start of operation of the project.*

At least 30 days prior to the start of operation, the project owner shall provide copies of any comment letters received from the Solano County Department of Resource Management, Environmental Health Services Division along with any changes to the HMBP and SPCC plans for CPM review and approval. After CPM review and approval, the project owner shall provide ensure complete copies of the final HMBP and SPCC is uploaded into CERS the Solano County Department of Resource Management, Environmental Health Services Division sending the transmittal letter copies of the correspondence to the CPM.

HAZ-5, 9 (D):

*Continuous remote monitoring 24 hours per day, seven days per week, with local duty personnel on-call 24 hours per day, seven days per week and capable of coordinating emergency response actions with emergency personnel and of arriving on-site within **120 minutes** ~~30 minutes~~ or less.*

HAZ-9, Description, last sentence:

... the project owner shall notify the Central Valley Regional Water Quality Control Board (CVRWQCB) within 24 hours of that finding. Any opinion from the CVRWQCB shall be provided to the CPM within 24 hours of receipt. ~~The SAP shall be submitted to the CPM for review and approval, and to the California Department of Health (CDPH) and the local county Department of Public Health for review and comment.~~

HAZ-11, Verification:

*~~At least 90 days prior to the start of construction, t~~The project owner **previously submitted** the SAP to CEC Staff for review with Data Request Response #2 (TN# 263281). ~~the CPM for review and approval.~~ At least 45 days prior to the planned start of ground disturbing activities, the project owner shall submit the Phase II ESA to the CPM for review and approval.*

4.8 Land Use, Agriculture, and Forestry

Page 5.8-12, Regulatory, Solano County: The SA does not discuss Solano County's Measure T, which restricts the redesignation of agricultural land in the County, and at least one commenter has argued that because Public Resources Code section 25545.1 lacks explicit legislative intent to preempt voter-enacted initiatives, Measure T remains binding on the Project. The Applicant disagrees with that assessment for the following reasons.

First, as a threshold matter, the State Legislature enacted AB 205 to address statewide energy reliability and clean energy needs, which are matters of statewide concern that are at least as

compelling as the housing crisis that was recently held to justify preemption of local voter initiatives in *AIDS Healthcare Foundation v. Bonta* ((2024) 101 Cal.App.5th 73, 83; see also *Committee of Seven Thousand v. Superior Court* (1988) 45 Cal.3d 491, 506-07 [concluding that construction of highway corridors were a matter of statewide concern]). The State Legislature expressly found and declared that Public Resources Code section 25545.1 “addresses a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution.” (Pub. Res. Code, § 25545.1, subd. (c).) This matters because the State Legislature’s constitutional authority to restrict the local initiative power derives from “its power to enact general laws of statewide importance that override local legislation.” (*Voters for Responsible Retirement v. Board of Supervisors* (1994) 8 Cal.4th 765, 779; *Committee of Seven Thousand v. Superior Court* (1988) 45 Cal.3d 491, 511 [“In matters of statewide concern, the state may, if it chooses preempt the entire field to the exclusion of all local control.”].) The statewide concern is firmly established here under the plain language of section 25545.1.

Second, the cases cited by the commenter are distinguishable because they generally address a different structural question—namely, whether the State Legislature intended to restrict the local electorate’s initiative power vis-à-vis the local governing body. In other words, those cases generally involved situations where the State Legislature delegated authority to local bodies, which created a tension between the local legislative body and its own electorate. (See, e.g., *DeVita v. County of Napa* (1995) 9 Cal.4th 763; *AIDS Healthcare Foundation v. Bonta* (2024) 101 Cal.App.5th 73). Here, Public Resources Code section 25545.1 presents a different structure. It does not delegate authority to a local body to override its own voters, but rather vests exclusive certification authority in a state agency, the CEC, and provides that the CEC’s certificate “shall be in lieu of any permit, certificate, or similar document required by any state, local, or regional agency” and “shall supersede any applicable statute, ordinance, or regulation of any state, local, or regional agency.” (Pub. Res. Code, § 25545.1, subd. (b)(1).) The Legislature’s use of “any applicable statute, ordinance, or regulation” is maximally inclusive and draws no distinction based on the mechanism by which the local law was enacted (i.e., whether by the governing body or the electorate). Where, as here, the State Legislature has exercised its plenary authority over a matter of statewide concern by vesting exclusive certification authority in a state agency, the CEC acts with the full force of the state’s preemptive power. (See *Committee of Seven Thousand v. Superior Court* (1988) 45 Cal.3d 491, 511 [“In matters of statewide concern, the state may if it chooses preempt the entire field to the exclusion of all local control.”].)

Third, even applying the cases cited by the commenter, section 25545.1 would satisfy those standards. Indeed, it is well settled under California law that the local electorate’s initiative power is “generally co-extensive with the legislative power of the local governing body.” (*DeVita v. County of Napa* (1995) 9 Cal.4th 763, 775; *Mission Springs Water District v. Verjil* (2013) 218 Cal.App.4th 892, 920.) As a result, “if the state Legislature has restricted the legislative power of a local governing body, that restriction applies equally to the local electorate’s power of initiative.” (*Mission Springs Water District*, 218 Cal.App.4th at 920.) Measure T, which amends the County’s General Plan’s land use element, is a legislative act. (*DeVita*, 9 Cal.4th at 798-99.) Since Public Resources Code section 25545.1 restricts the Board of Supervisors’ authority by superseding conflicting local laws as applied to CEC-certified projects, the electorate’s initiative power cannot therefore exceed that authority. A contrary reading—

under which the CEC’s certificate supersedes ordinances enacted by the Board of Supervisors but not those enacted by the voters—would effectively elevate the initiative power above the governing body’s own legislative authority, which is unsupported under existing law. Ultimately, the breadth of the State Legislature’s preemptive intent is evidenced by the extraordinary scope of section 25545.1, which extends to not only local ordinances and regulations but other State laws as well. An interpretation that this comprehensive state permitting regime can override state law but is somehow thwarted by a local voter initiative would be internally inconsistent and would frustrate the State Legislature’s clear purpose. (See *AIDS Healthcare Foundation v. Bonta* (2024) 101 Cal.App.5th 73, 90-91 [“To the extent petitioners are asserting that the power of initiative that inheres in the voters can never be preempted, they are, again, wrong on the law.”].)

Page 5.8-30, Table 5.8-4, Conformance with Applicable LORS, first row: Table 5.8-4 references COC AG-2 which should be revised to COC LAND-2.

Page 5.8-30, Table 5.8-4, Conformance with Applicable LORS, first row: Table 5.8-4 states that Underground Route Option #1 would require an easement from Solano Irrigation District (SID), and that issuance of the easement across SID land for Underground Route Option #1 is outside CEC’s authority. The Staff Assessment therefore incorporates LAND-2 (referred to as AG-2 in the table, as noted above) into the Project, which requires the Project owner to obtain such an easement from SID prior to the start of construction activities. (Staff Assessment, p. 5.8-36). The Applicant disagrees with this conclusion and the incorporation of LAND-2, especially given SID has in essence taken the position that it will not grant such an easement (See TN # 272340).

As explained in the January 28, 2026, letter from Corby’s counsel to CEC’s counsel, CEC certification under AB 205 is “in lieu of any permit, certificate, or similar document required by any state, local or regional agency.” (Pub. Res. Code, § 25545.1(b)(1).) SID’s rules and regulations only require an encroachment permit—not an easement—to install non-SID facilities within SID’s rights-of-way, and CEC’s in-lieu certification authority therefore supersedes SID’s encroachment permitting authority just as it supersedes the City of Vacaville’s. (See Appendix 4.8-A, Jan. 28, 2026 BHFS Letter to CEC.) As a result, there is no basis to conclude the CEC’s certificate cannot issue the approvals necessary for Corby to construct Underground Option #1 or to construct the portion of the Project’s gen-tie line that crosses SID’s canal along Interstate 80 (I-80). The SA should be revised accordingly, with LAND-2 replaced with language mirroring LAND-3 (as edited further below).

Page 5.8-34, Table 5.8-4, Conformance with Applicable LORS, third row: As to Underground Route Option #2, the Staff Assessment concludes that issuance of the encroachment permit necessary to construct this route of the gen-tie line is within CEC’s authority under AB 205, and CEC’s certification for the project will allow for construction of this option. (Staff Assessment, p. 3-3.) The Applicant agrees with this conclusion. In *Bello v. ABA Energy Corp.* (2004) 121 Cal.App.4th 301, a case from Solano County, the Court confirmed that encroachment permits may be granted—despite objections from underlying landowners—to allow use of public rights-of-way for the transport or transmission of commodities in service of the public interest, so long as the use does not unduly endanger or interfere with the use of abutting property. (*Id.* at 316.) The *Bello* court found that a private company’s natural gas pipeline satisfied this standard. The Project’s gen-tie line satisfies it as well: the gen-tie line will allow transmission of electrical energy to and from the utility grid, and the CEC’s COCs will ensure that

it does not pose any danger to abutting property. To clarify this position, the Applicant recommends that the following edits be made to page 5.8-34 of the Staff Assessment:

*If the project receives a certification, the project owner would be authorized to place its transmission line in the Kilkenny Road ROW consistent with the City's public ROW construction requirements **and in accordance with Bello v. ABA Energy Corp. (2004) 121 Cal.App.4th 301. The CEC expressly finds that the Project's gen-tie line will serve the public interest through transmission of electrical energy to and from the utility grid and will not endanger any abutting properties as a result of compliance with the Conditions of Certification contained herein.***

Page 5.8-36, COC LAND-1, Description and Verification: The SLT is actively coordinating with landowners to secure an agricultural mitigation easement for the Project. One of SLT's current high-priority target areas for conservation projects is Dixon Ridge, which includes a large portion of the County's prime soils (see Appendix 4.8-B). SLT is currently in discussions with a landowner in Dixon Ridge that may result in an exceptional mitigation opportunity for the Project; therefore, we request adding this region to LAND-1 as noted below. Based on the uncertainty in the time required to complete the transaction and easement recordation process, the Applicant requests the ability to provide a financial Security similar to that outlined in COC BIO-20 to avoid potential construction delays. Proposed wording for the Security provision is provided below.

Page 5.8-36, COC LAND-3, Description, last sentence: The Applicant requests minor wording changes to reflect the CEC's permit granting authority for encroachment permitting.

Page 5.8-36, COC LAND-3, Verification, first sentence: The Applicant requests clarification that encroachment permit documentation is not due until 30 days before start of construction activities within the City's ROW.

4.8.1 Land Use, Agriculture, and Forestry Condition of Certification Edits

COC LAND-1:

~~LAND-1 Prior to any ground-disturbing activity, the project owner shall execute an agreement with Solano Land Trust (SLT) to establish an agricultural conservation easement for a minimum of 122.4 acres of Department of Conservation (DOC)-designated Important Farmland within Solano County. The 122.4-acre agricultural easement shall consist of DOC-designated Prime Farmland, Farmland of Statewide Importance, or Unique Farmland, or a combination of these Important Farmland types. The 122.4-acre agricultural easement shall not be stacked with other conservation mitigation requirements, such as Swainson's hawk mitigation, if the other conservation mitigation requirements would limit the types of crops permitted within the agricultural easement.~~

*The project owner's agreement with SLT shall identify a suitable location for the 122.4-acre agricultural easement within one of the following Solano County agricultural regions: **Dixon Ridge**, Elmira/Maine Prairie or Pleasants/Vaca/Lagoon Valleys. If SLT cannot secure a location for the easement in these regions, SLT shall locate the agricultural easement within the Jepson*

Prairie agricultural region or within designated Agricultural Reserve Overlay areas within Solano County.

In the event that landowner coordination and agricultural conservations easement execution requires additional time to complete, the project owner may proceed with project activities only after the project owner has ensured the funding (Security) to complete any activity required by the Item 3 (Habitat Management Land Acquisition and Protection) that has not been completed before project activities begin. Permittee shall provide Security as follows:

- a. **Security Amount.** The Security amount shall be based on a cost estimate for the proposed conservation easement prepared by SLT and approved by the CPM.
- b. **Security Form.** The Security shall be in the form of an irrevocable letter of credit or another form of Security approved in advance in writing by the CPM.
- c. **Security Timeline.** The Security shall be provided to the CPM before starting ground-disturbing activity.
- d. **Security Holder.** The Security shall be held by the CPM or in a manner approved in advance in writing by the CPM.
- e. **Security Transmittal.** The project owner shall transmit security to the CPM by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other form of security approved by the CPM.
- f. **Security Drawing.** The Security shall allow the CPM to draw on the principal sum if the CPM, in its sole discretion, determines that the project owner has failed to comply with this Condition of Certification.
- g. **Security Release.** The Security (or any portion of the Security then remaining) shall be released to the project owner after the CPM has received confirmation that all secured requirements have been satisfied, as evidenced by receipt of copies of the executed and recorded conservation easement.

Verification: At least 30 days prior to the start of ~~ground-disturbing construction~~ activities, the project owner shall provide **either: 1)** documentation that identifies the location, acreage, and recorded legal instruments establishing all required agricultural conservation easements to the compliance project manager (CPM), **or 2) documentation of a Security as outlined above.**

No ground-disturbing activities may commence until the CPM has been provided written confirmation that the agricultural mitigation **conservation easement has been recorded or a Security has been provided** ~~requirements have been met.~~

COC LAND-2:

LAND-2 Prior to the start of construction activities for the option #1 linear alignment within Solano Irrigation District's (SID) irrigation canal right-of-way (ROW), if selected, the project owner shall obtain an easement or similar property right as required from SID and shall comply with the terms of the easement during the construction and operations of the project. **Prior to any ground disturbance, improvements, or obstruction of traffic within the Solano Irrigation District's (SID) right-of-way (ROW), the project owner shall prepare an**

Improvement Plan for the proposed project work within the SID's ROW, consistent with the requirements identified in SID's rules and regulations. The project owner shall make good faith efforts to coordinate with the SID staff to determine the requirements and level of detail for the Improvement Plan that are necessary for SID's encroachment permit.

Verification: ~~At least 30 days prior to the start of construction activities within Solano Irrigation District's (SID) right-of-way (ROW), the project owner shall provide a copy of the approved SID easement to the compliance project manager (CPM) and to the Delegate Chief Building Official (DCBO). Prior to initiating any project related work within the SID ROW, the project owner shall also provide the CPM/DCBO with proof of any notice required in the terms of the easement.~~ **At least 30 days prior to the start of construction activities, the project owner shall provide encroachment permit documentation to the compliance project manager (CPM) and to the Delegate Chief Building Official (DCBO) to issue an encroachment permit for project work within Kilkenny Road. The encroachment permit documentation shall include an Improvement Plan and proof of the project owner's good faith effort to coordinate with SID staff to determine SID's requirements and level of detail for the Improvement Plan. The project owner shall be deemed to have established a good faith effort to coordinate with SID staff upon demonstrating any of the following: (1) SID has not provided a substantive response to the draft Improvement Plan within 30 days of its submittal or resubmittal; or (2) SID and project owner are unable to reach agreement on the requirements for the draft Improvement Plan following an in-person meeting between SID staff and the project owner to negotiate the draft Improvement Plan in good faith, which meeting shall take place within 30 days of any such request by the project owner. No project work may commence in the SID's ROW until the CPM/DCBO has approved the encroachment permit documentation.**

COC LAND-3, Description:

LAND-3 Prior to any ground disturbance, improvements, or obstruction of traffic within the City of Vacaville's right-of-way (ROW), the project owner shall prepare an Improvement Plan for the proposed project work within the City's ROW, consistent with the requirements identified in the City's Municipal Code Section 14.12.040.100 (Encroachment Permits). The project owner shall **make good faith efforts to** coordinate with the City's Director of Public Works to determine the requirements and level of detail for the Improvement Plan ~~that are necessary for the City's encroachment permit.~~

Verification: At least 30 days prior to the start of construction activities **within the City's ROW**, the project owner shall provide encroachment **coordination** ~~permit~~ documentation to the compliance project manager (CPM) and to the Delegate Chief Building Official (DCBO) to issue an encroachment permit for project work within Kilkenny Road. The encroachment permit documentation shall include an Improvement Plan and proof of the project owner's coordination with the City of Vacaville Director of Public Works to determine the City's requirements and level of detail for the Improvement Plan.

The project owner shall be deemed to have established a good faith effort to coordinate with the City's Director of Public Works upon demonstrating any of the following: (1) the

Director has not provided a substantive response to the draft Improvement Plan within 30 days of its submittal or resubmittal; or (2) the City and project owner are unable to reach agreement on the requirements for the draft Improvement Plan following an in-person meeting between the Director and the project owner to negotiate the draft Improvement Plan in good faith, which meeting shall take place within 30 days of any such request by the project owner. No project work may commence in the City's ROW until the CPM/DCBO has approved the encroachment permit documentation.

4.9 Noise and Vibration

Section 5.9 Noise and Vibration, subsection Direct and Indirect Impacts, global comment:

Although the equivalent sound level (L_{eq}) sound metric is an average, the use of "reach up to" implies that the L_{eq} is the max sound level (L_{max}). The Applicant recommends that instances of "reach up to" be replaced with "average up to" or a similar clarification.

Section 5.9 Noise and Vibration, global comment: Text states that the California Department of Transportation (Caltrans) Transportation and Construction Vibration Guidance Manual states the threshold of human response is a peak particle vibration (PPV) is 0.10 inch per second; however, the 2020 Caltrans manual, Table 20, shows threshold of human response is 0.01 PPV. Please revise this threshold on: Page 5.9-13 first full paragraph, Page 5.9-18 fourth full paragraph, Page 5.9-19 Table 5.9-5, and Page 5.9-19 first full paragraph.

Page 5.9-7, subsection Solano County Ordinance, Article III (28.70.10): Remove third bullet point as it does not relate to noise:

- Noise exceeding 65 dBA at any property line
- Dust, odors, or vibration detectable beyond the property boundary
- ~~Glint or glare detectable beyond the property line or by overflying aircraft~~

Page 5.9-12, first full paragraph: Text states, "There are no adopted thresholds for an increase in noise levels to be considered a significant impact for construction activities. Noise due to construction activities are considered to be less than significant if the construction activity is temporary and the use of heavy equipment and noisy activities is limited to daytime hours." Since the Solano County General Plan does have a threshold for construction noise, suggest rewording as follows:

~~There are no adopted thresholds for an increase in noise levels to be considered a significant impact for construction activities.~~ **Generally,** noise due to construction activities are considered to be less than significant if the construction activity is temporary and the use of heavy equipment and noisy activities is limited to daytime hours.

Page 5.9-12, second full paragraph: Text states, "Solano County does not have established noise level thresholds or noise limitations for construction-generated noise." The General Plan Policy HS.I-67 requires noise mitigation to reduce construction noise impacts as a condition of approval by applying the performance standards outlined in Table 5.9-2 [HS-5]. The General Plan also allows a construction noise level of up to 65 dB at outdoor activity areas, provided that all available exterior noise level reduction measures have been implemented. Request a change to the text as follows:

~~Solano County does not have established noise level thresholds or noise limitations for construction generated noise.~~ **The Solano County General Plan Policy HS.I-67 requires noise mitigation to reduce construction noise impacts as a condition of approval by applying the performance standards outlined in Table 5.9-2 [HS-5]. The General Plan also allows a construction noise level of up to 65 dB at outdoor activity areas, provided that all available exterior noise level reduction measures have been implemented.**

Page 5.9-15, last sentence of first full paragraph: The text states, “Pile drivers would be used for approximately 6 months for the construction of the BESS, project substation, and grid interconnection facilities (TT 2025a).” However, as described in this referenced document, pile driving will only be performed for BESS installation and not the substation or grid interconnection facilities. Additionally, the duration of pile driving is expected to last 3 to 4 months. Therefore, the following text update is recommended:

“Pile drivers would be used for approximately ~~4~~ 6 months for the construction of the BESS,; ~~project substation, and grid interconnection facilities~~ (TT 2025a).”

Page 5.9-15, fourth full paragraph: The SA states: “Unmitigated construction noise from gen-tie activities at Rec02 would reach up to 79 dBA Leq (Option 1) and up to 87 dBA Leq (Option 2) and would result in increases above ambient noise levels of approximately 18 dBA Leq (Option 1) and 26 dBA Leq (Option 2).” The SA does not elaborate on the basis for predicted noise levels at Rec02, including the equipment usage and location assumptions that applied to calculate the predicted sound levels. As explained in Section 3.3.2 of the Application (TN# 259872), construction of underground gen-tie Option 2, which is the currently anticipated route, will be performed using horizontal directional drilling (HDD) beneath the Kilkenny Road right-of-way. The HDD span will be approximately 1,300 feet in length, with construction equipment located in work areas at either end of the span. The HDD construction process will include excavation of entry and exit pits at either end within the work areas. The HDD work areas and entry/exit pit locations, based on the current design for Option 2, are shown in Figure 4.9-1. The east and west work areas are located approximately 550 feet and 730 feet from Rec02, respectively. Construction use is not anticipated within 300 feet of Rec02. Under Option 1, underground gen-tie construction may be performed using HDD or open trench construction if it is ultimately selected (not currently anticipated). The Option 1 alignment is approximately 300 feet from Rec02. Please update the gen-tie construction noise analysis and discussion (including but not limited to page 5.9-15 and Table 5.9-5) to reflect the HDD construction methodology for Option 2 using the anticipated construction equipment work areas and distances from Rec02.

Page 5.9-24, COC NOISE-4, third paragraph: Text is inconsistent between the COC description language and the COC Verification language. Description states noise surveys once a sustained output of 85 percent or greater of rated capacity is achieved. Verification uses the terminology “sustained output that produces the highest noise level.” Recommend removing reference to 85 percent or greater.

4.9.1 Noise Condition of Certification Edits

COC NOISE-4, Description, third paragraph.

*When the project first achieves a sustained output **that produces the highest noise level of 85 percent or greater of rated capacity**, the project owner shall conduct a 25-hour community noise survey at Rec01...*

4.10 Public Health

Page 5.10-3, Valley Fever, second complete paragraph: The SA states "The county is considered a moderate-incidence region, with cases occurring throughout the county, making it a risk for those who live or work there. Solano County has reported active cases, with 19 cases documented in the region as of September 2025 (CDPH 2025)". However, in reviewing the California Department of Public Health (CDPH) dashboard the 2024 results¹ for Solano County ([CDPH 2024 Final](#)) as shown in Table 4.10-1 below, 39 documented cases with a county incidence rate of 8.7 per 100,000 have been reported.

Further, in the recent Potentia-Viridi SA (page 4.4-13) it was stated "Since 2017, VF infections in Alameda County are relatively steady, with infection rates ranging from approximately 4 to 8 per 100,000 people (CDPH 2025). A high-risk county has VF infections greater than or equal to 20 per 100,000 people, and thus Alameda County is considered to have low risk". As shown in Table 4.10-1, the per capita rates for Valley Fever in both Alameda and Solano Counties are virtually identical, and both remain below the county incidence rate of 20 per 100,000 metric. Based on this comparison between the two counties for the same year, it is recommended that the risk level for the Corby project be reduced to low incidence.

Table 4.10-1. Valley Fever Incidence Comparison between Alameda and Solano County*

County	Documented Cases – 2024*	Per Capita (100,000)	Risk/Incidence Level from Staff Assessment
Alameda	124	8.5	Low
Solano	39	8.7	Moderate

* <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/ValleyFeverDashboard.aspx>

Please update text as follows:

*Valley Fever: Soils in some areas of California host the microscopic fungus that causes Valley Fever, known as *Coccidioides immitis*, which lives in the top two to 12 inches of soil in many parts of the state. When soil is disturbed by activities such as digging, driving, or high winds, fungal spores can become airborne and potentially be inhaled.*

~~*Valley Fever is a risk in Solano County, and while this disease is primarily associated with the southern San Joaquin Valley, cases are on the rise in Northern California, including Solano County (MMWR 2020). The county is considered a moderate incidence region, with cases occurring throughout the county, making it a risk for those who live or work there. Solano County has reported active cases, with 19 cases documented in the region as of September 2025 (CDPH 2025)*~~

¹ Results 2025 and beyond are preliminary and therefore are not included in this assessment (<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/ValleyFeverProvisionalDashboard.aspx>).

Workers in Solano County are at a relatively lower risk than in other areas of California (CDPF 2025). In addition, employers have a legal responsibility to provide workers with protection from health risks, including any risks due to Valley Fever (DIR 2022). The primary ways to reduce the risk of Valley Fever are to avoid exposure to dusty air or dust storms, prevent dirt or dust from becoming airborne, and, if working at a dusty site is unavoidable, wear respiratory protection with particulate filters rated as N95 or higher (DIR 2022).

Page 5.10-12, Section 5.10.1, Valley Fever, first complete paragraph. See comment above. As Solano County is below the county incidence rate of 20 per 100,000 metric, it is not considered high risk. Further, the Project per capita rates are equivalent with the Potentia-Viridi project (identified as low risk) and do not require a Valley Fever Prevention and Response Plan-as a COC. Please update text as follows and remove reference to WORKER SAFETY-9:

Valley Fever. The project site is in Solano County where the incidence rate is low.

*Construction activities, including ground-disturbing operations, could increase the potential for exposure to airborne spores among nearby residents and onsite workers if such spores are present. **Implementation of fugitive dust control measures specified in COCs AQ-SC3, AQ-SC4, and MM AQ-1 in Section 5.1, Air Quality, would reduce any potential exposure to such spores.***

It is the growth of these inhaled spores in the lungs that constitutes Valley Fever whose symptoms could be mild with influenza-like symptoms and rashes, or life-threatening from pneumonia, lung nodules, and meningitis. The risk of serious symptoms is highest for individuals with weakened immune systems such as pregnant women, and those with several types of pre-existing diseases. This infection risk is minimized through measures that require soil disturbance and dust generation work to be performed in a manner that limits and avoids dust generation to the extent reasonably possible. Implementation of fugitive dust control measures specified in COCs AQ-SC3, AQ-SC4, for jurisdictional project components and MM AQ-1 for non-jurisdictional project components in Section 5.1, Air Quality, would reduce any potential public exposure to such spores. In addition, staff recommend COC WORKER SAFETY-9 in Section 4.4, Worker Safety and Fire Protection, to ensure that exposure to Valley Fever among personnel and the public would be reduced to the greatest extent feasible.

Page 5.10-22, COC PH-2. Condition requires air sampling to begin within 2 hours after notification that a non-fire off-gassing is occurring. Potentia-Viridi HAZ-9 allows for within 4 hours after notification. Please update text to be consistent with previous projects.

Page 5.10-22, COC PH-2. Condition requires the development of an SAP specifically for air monitoring. COC HAZ-9 also requires an SAP. Please update the air monitoring SAP to an Air Quality Sampling Plan (AQSP) to reduce confusion.

4.10.1 Public Health Condition of Certification Edits

COC Public Health -2

PH-2 *The project owner shall contract with a third-party consultant who shall be on-call and prepared to conduct real-time air quality monitoring at the site upon notification by the project*

control room that a battery cell(s) have experienced a rise in temperature such that off-gassing could occur, a non-fire thermal runaway begins, a fire, or an explosion occurs. This consultant shall be properly equipped to conduct real-time sampling and analysis as soon as possible and shall be selected on the basis of an ability to begin no later than **four** ~~two~~ hours after notification that a non-fire off-gassing is occurring. Air monitoring shall continue until the BESS thermal runaway non-fire, fire, or explosion incident has stabilized. For incidents involving fire, monitoring shall continue not less than four hours after visible flames are no longer present. For non-fire incidents, monitoring shall continue until off-gassing or other visible emissions are no longer observed, or until the incident has been stabilized as determined by the responding fire agency, and at least four hours thereafter.

The project owner shall develop an **Air Quality Sampling Plan (AQSP)** ~~Sampling and Analysis Plan (SAP)~~ for air monitoring...

Verification: The project owner shall submit the proposed **AQSP** ~~SAP~~ to the CPM 120 days prior to proposed BESS operations for review and approval and to the CDPH, the local county DPH, and the YSAQMD for review and comment. The project owner shall submit a letter with comments, if any, from the CDPH, the local county DPH, and the YSAQMD along with responses to comments and any proposed revisions of the **AQSP** ~~SAP~~ to the CPM for review and approval.

4.11 Socioeconomics

Page 5.11-11, Socioeconomics Environmental Impacts table, Item c.(ii.): Police protection is identified as a “less than significant impact”; however, on pages 5.11-14 and 5.11-15, police protection is identified as “no impact” for construction and operations. Please update table as appropriate to align with the analysis.

4.12 Solid Waste Management

The Applicant does not have any comments on this section of the SA.

4.13 Transmission Line Safety and Nuisance

The Applicant does not have any comments on this section of the SA.

4.14 Transportation

Page 5.14-3, Kilkenny Road paragraph: The SA states that: “One project site access driveway is planned on Kilkenny Road approximately 0.6 miles west of Byrnes Road.” While it is accurate that a driveway is planned on Kilkenny Road, the purpose of that driveway is to provide ingress and egress to the gen-tie corridor, both for construction and operation. Project site access for construction and operation would be provided via three driveways on Byrnes Road. Please clarify this text to indicate that the driveway on Kilkenny Road is for the purpose of access to the gen-tie corridor and ensure this clarification is adopted consistently, as appropriate, throughout the analysis.

4.15 Visual Resources

Page 5.15-63, COC VIS-1, description Item 2: The COC includes the development of a color selection study to “identify suitable colors compatible with surrounding physical landscape” and “tested under

field conditions to confirm their effectiveness.” This study would be included as part of the “exterior surface coatings, colors, finishes, and materials plan”. Specifics are unclear as to what the study entails and it is unknown how this study differs from other requirements addressed within the COC. Further, the requirement was not included as part of the Potentia-Viridi BESS project (24-OPT-04) which, like the Corby BESS Project, was also found to have significant and unavoidable impacts to visual resources. Please update COC to remove Item 2 from the COC description language.

Alternately, if the proposed sound barrier is the reason for the requested color selection study, please specify that this requirement applies specifically to the sound barrier. In that case, please either remove the reference to testing under field conditions or clarify the requested approach. Note that no project components will be coated in the field. The proposed sound barrier system includes pre-cast panels that will be color-treated at the manufacturing facility.

4.15.1 Visual Resources Condition of Certification Edits

COC VIS-1, Description Item 2.

The project owner shall submit to the CPM for approval an exterior surface coatings, colors, finishes, and materials plan (plan) for project components that satisfies the above requirements and includes...

~~2. A color selection study shall be completed to identify suitable colors compatible with the surrounding physical landscape. Prior to large scale implementation, proposed color choices shall be tested under field conditions to confirm their effectiveness.~~

or

2. A color selection study shall be completed **for the sound barrier** to identify suitable colors compatible with the surrounding physical landscape. ~~Prior to large scale implementation, proposed color choices shall be tested under field conditions to confirm their effectiveness.~~

4.16 Water Resources

Page 5.16-4, last paragraph: In the discussion of compliance with Sustainable Groundwater Management Act and Executive Order N-7-22, the Project is stated as being in the Westland Subbasin, which is defined as a high priority groundwater basin. However, the Project is located in the Solano Subbasin, which is a medium-priority groundwater basin. Additionally, Executive Order N-7-22 is no longer in effect. The SA should be updated to reflect these changes. In the place of the discussion of Executive Order N-7-22, the SA could instead discuss the minimum setback requirements under Solano County Code section 13.10-14(a), which provides that wells should be set back a minimum of 25 feet from property lines, unless a variance is granted, and a minimum of 25 feet from streams, ditches, or drainage canals.

Page 5.16-10, last paragraph: In the discussion of the Project’s extraction of groundwater and its potential impacts on groundwater supplies, the SA does not mention that the Applicant undertook a groundwater supply feasibility study to assess whether the Project’s groundwater production could have any localized impacts on groundwater supplies. See TN# 259895. The Applicant recommends

that the SA be revised to incorporate this analysis, including the study's modeling simulation establishing that no material localized drawdown impacts are expected.

Page 5.16-19, COC WATER-3, Description, first sentence: Minor edits are requested below to clarify that a well may be needed for both construction and/or operations and the Project does not include an onsite O&M facility.

Page 5.16-20, COC WATER-4, Description, first sentence: Minor edit is requested for source of water supply to provide flexibility for contractor.

Page 5.16-20, COC WATER-5, Verification: Based on the references to WATER-5 on page 5.16-10 and 5.16-13, this new COC was developed to address concerns about potential release of hazardous materials in runoff associated with a BESS thermal runaway fire emergency. The Stormwater Pollution Prevention Plan (SWPPP; WATER-1), Drainage, Erosion, and Sedimentation Control Plan (DESCP; WATER-2), HMBP, and SPCC Plan (HAZ-1) all require best management practices related to non-fire event hazardous materials management and accidental releases. Therefore, WATER-5 should be focused to clarify it does not require duplication of the SWPPP (WATER-1), DESCP (WATER-2), HMBP, and SPCC Plan (HAZ-1) and to specifically address the concern described in the SA related to the potential release of hazardous materials in runoff associated with a BESS thermal runaway fire emergency. Below, the Applicant has proposed language to help focus this requirement. Additionally, because this COC was developed to address potential releases associated with a thermal runaway fire event, the Applicant requests that the submittal timeframe be adjusted to reflect when BESS components are delivered onsite.

4.16.1 Water Resources Condition of Certification Edits

COC WATER-3, Description, first sentence:

WATER-3 To utilize groundwater as ~~operational~~ water supply, a production well(s) shall be installed adjacent to the proposed ~~O&M~~ facility...

COC WATER-4, Description, first sentence:

WATER-4 Water supply for project construction and operation shall be ~~either~~ purchased water from SID, ~~or~~ groundwater beneath the project property, **or another temporary source approved by the CPM.**

COC WATER-5:

WATER-5 The project owner shall prepare a Water Quality Control Plan (WQCP) that identifies the potential impact and mitigation of an accidental discharge of materials that would violate water quality standards **as a result of a BESS FIRE (defined as a confirmed thermal runaway within a battery module of the project that results in sustained combustion or open flame).** The WQCP shall include best practice measures to prevent surface- and ground-water contamination in the event of any accidental release of contaminants ~~such as~~ **during a** battery runaway fire.

Verification: ~~No later than 30 days prior to start of project construction~~ **At least 90 days prior to delivery of any BESS components**, the project owner shall submit a (WQCP) to the CPM for review and approval.

5.0 ENVIRONMENTAL JUSTICE

The Applicant does not have any comments on this section of the SA.

6.0 PUBLIC BENEFITS

The Applicant does not have any comments on this section of the SA.

7.0 ALTERNATIVES

CEQA requires a Draft Environmental Impact Report (EIR) to describe “a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project and evaluate the comparative merits of the alternatives.” (CEQA Guidelines, § 15126.6(a).) The SA satisfied this standard by analyzing a no project alternative, the Lambie Industrial Park Alternative, and the Central Overhead Gen-tie Route Alternative. In its consideration of the project, the CEC must analyze whether the alternatives avoid or substantially lessen the significant environmental effects associated with the project identified in the final EIR and whether the alternatives are feasible. (Pub. Res. Code, sec. 21002, 21002.1; CEQA Guidelines, sec. 15091.) The SA correctly concludes that neither of the project alternatives would avoid or substantially lessen the project’s significant effects, such that the project is the “environmentally superior alternative.” (SA, p. 8-54.) To further support this conclusion, and bolster the SA’s analysis of the Lambie Industrial Park Alternative, the Applicant provides herein a more detailed analysis of the Lambie Industrial Park Alternative’s potential environmental impacts for the CEC’s consideration.

7.1 Proposed Project Site

The proposed Project site is situated on an approximately 40.3-acre parcel southeast of PG&E’s Vaca-Dixon Substation in Solano County. Existing zoning for the Project site is Exclusive Agriculture (A-40). The Project site is treeless and is located on a fallow agricultural field that is covered with annual grassland composed of typical non-native grassland species widely present throughout the region. The Project site has very little slope differential. There are no conserved lands, Federal Emergency Management Agency (FEMA)-mapped flood zones, potentially jurisdictional aquatic features, and no U.S. Fish and Wildlife Service (USFWS)-designated critical habitat. There is no existing development on the Project site; developed uses in the vicinity of the Project site include several rural residences, agricultural buildings, overhead electric transmission lines, and an SID canal.

The proposed Project would include a 1.1-mile gen-tie line to interconnect to the PG&E Vaca-Dixon Substation, utilizing an approximately 19.4-acre gen-tie corridor of varying widths for a combination of overhead and underground installation.

7.2 Lambie Industrial Park Alternative

The Lambie Industrial Park Alternative site is located at an existing approximately 1,500-acre industrial park about 12 miles southeast of PG&E’s Vaca-Dixon Substation, in unincorporated Solano County. The Lambie Industrial Park is zoned as MG-3 (Manufacturing General) and includes

approximately 26 parcels. The Lambie Industrial Park Alternative site is developed with various industrial uses, including three natural gas-fired peaking plants, a fertilizer company, a lumber company, and an explosives company (Google Earth 2026). The majority of the area within the park is undeveloped and is currently open space dominated by annual grasslands. The Lambie Industrial Park Alternative would be an approximately 25-acre area sited within the undeveloped portion of the industrial park. For the purposes of this analysis, the undeveloped areas of the Lambie Industrial Park “site” refers to undeveloped portions of the industrial park, rather than identifying an arbitrary 25-acre site.

The alternative site has very little slope differential. Approximately 116 acres of the alternative site occur within a FEMA 100-year floodplain. Nine potential jurisdictional aquatic features occur within the alternative site. California tiger salamander critical habitat exists just north of the alternative site, located within the gen-tie line study corridor. Approximately 7 miles of gas pipeline run through alternative site. The surrounding area includes approximately 5 rural residences within 1 mile of the Lambie Industrial Park Alternative site and the Delta Conservation Camp #8 that houses and trains incarcerated fire crews.

The Lambie Industrial Park Alternative required point of interconnection (POI) would be the PG&E Vaca-Dixon Substation. Corby is listed in the California Independent System Operator’s (CAISO’s) public queue as an active Cluster 9 storage project, with net 300 megawatts (MW) delivered to the grid at the PG&E Vaca-Dixon 230 kilovolt (kV) POI, with studies complete and an executed interconnection agreement. At this stage, CAISO’s process for changing the POI is very restrictive and thus supporting the Birds Landing or alternative POIs would not be viable.

CAISO’s Generator Management Business Practice Model (BPM) states that after Phase II study results, the customer must request CAISO to evaluate whether a modification is material, and CAISO must be able to approve the change without the need to undertake a re-study (CAISO 2026). If CAISO determines that a re-study is needed, the requested change is considered a Material Modification and is not permissible within the existing interconnection request.

According to CAISO tariff Appendix DD Section 6.7.2.2² as shown below, any change to the POI will constitute a Material Modification, and Corby would have to withdraw its cluster 9 queue position and submit a new Cluster 16 application in the upcoming cycle. The Cluster 16 study process will take at least two years, and Large Generator Interconnection Agreement (LGIA) execution timing would fall to the end of 2028³. According to the Cluster 15 report for Q2272 project, the required Reliability Network Upgrades to connect to the Birds Landing 230-kV substation would take approximately 54 months, meaning a newly submitted Cluster 16 project would not be able to go online until at least 2033. All Cluster 15 or 16 projects connecting at Birds Landing or Montezuma will have to wait until the Birds Landing 230-kV and/or Contra Costa 230-kV circuit breaker upgrades to be completed before they can go online. Both upgrades will take approximately 54 months to complete.

² <https://www.caiso.com/documents/appendix-dd-generator-interconnection-deliverability-allocation-procedures-as-of-dec-17-2024.pdf>

³ <https://www.caiso.com/documents/appendix-kk-resource-interconnection-standards-as-of-aug-05-2026.pdf>

For any modification other than these, the Interconnection Customer must first request that the CAISO evaluate whether such modification is a Material Modification. In response to the Interconnection Customer's request, the CAISO, in coordination with the affected Participating TO(s) and, if applicable, any Affected System Operator, shall evaluate the proposed modifications prior to making them and the CAISO shall inform the Interconnection Customer in writing of whether the modifications would constitute a Material Modification. The CAISO may engage the services of the applicable Participating TO to assess the modification. Costs incurred by the Participating TO and CAISO (if any) shall be borne by the party making the request under Section 6.7.2, and such costs shall be included in any CAISO invoice for modification assessment activities. Any change to the Point of Interconnection, except for that specified by the CAISO in an Interconnection Study or otherwise allowed under this Section, shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

There is an added commercial-viability restriction because the Corby BESS Project is a Cluster 9 project beyond the normal seven-year cluster time-in-queue benchmark. CAISO's Business Practice Manual states cluster projects generally cannot have a commercial operation date more than seven years from the interconnection request date, and full/partial/off-peak deliverability projects requesting changes when already beyond that window must demonstrate commercial viability to retain deliverability. The commercial-viability showing includes an executed power purchase agreement (PPA) matching the generator interconnection agreement on the POI, MW capacity, fuel type and technology, site location, and transmission planning deliverability status. A POI move would therefore create a direct PPA/LGIA alignment conflict.

Therefore, the Lambie Industrial Park Alternative would require a gen-tie line of approximately 13 miles or longer between the site location and Vaca-Dixon Substation, depending on the actual 25-acre location within the industrial park boundary and an appropriately sited transmission line route avoiding conflicts or constraints, minimizing impacts, and utilizing expanded existing transmission corridors where feasible. For the purposes of this analysis, a one-mile-wide straight-line study corridor was defined to be generally representative of land uses and resources present along a potential gen-tie route. The acreage of this straight-line study corridor, not including area within the Lambie Industrial Park boundary, is approximately 7,340 acres. Assuming a required 230-kV transmission line right-of-way (ROW) width of 175 feet, the acreage of a 13-mile ROW would be approximately 275 acres. Additionally, at least 80 transmission structures would be required based on an average 850-foot span length. The construction disturbance work area for each structure would be approximately 200 feet by 150 feet, in addition to access routes. The Lambie Industrial Park Alternative site and gen-tie study corridor are shown in Figure 7-1.

7.3 Environmental Analysis

The potential impacts associated with the proposed Project site and the Lambie Industrial Park Alternative site were comparatively analyzed according to 16 environmental resource areas listed below in Table 7-1, which includes a summary of the results. For the purposes of this supplemental analysis, impact significance determinations for the proposed Project are based on the conclusions presented in Section 1.3 of the CEC Staff Assessment (TN# 271468).

Table 7-1. Alternatives Impact Comparison

Resource Area	Project Impacts ¹	Lambie Industrial Park Alternative Impacts ^{2/}
Air Quality	Less than significant with mitigation incorporated	+
Biological Resources	Less than significant with mitigation incorporated	+
Climate Change and Greenhouse Gas Emissions	Less than significant	+
Cultural and Tribal Cultural Resources	Less than significant with mitigation incorporated	+
Efficiency and Energy Resources	Less than significant	+
Geology, Paleontology, and Minerals	Less than significant with mitigation incorporated	+
Hazards, Hazardous Materials and Wildfire	Less than significant with mitigation incorporated	=/+
Land Use and Agriculture	Less than significant with mitigation incorporated	=/+
Noise and Vibration	Less than significant with mitigation incorporated	=/+
Public Health	Less than significant with mitigation incorporated	+
Socioeconomics	Less than significant with mitigation incorporated	=
Solid Waste Management	Less than significant with mitigation incorporated	+
Transmission Line Safety and Nuisance	Less than significant with mitigation incorporated	+
Transportation	Less than significant with mitigation incorporated	+
Visual Resources	Significant and unavoidable	=
Water Resources	Less than significant with mitigation incorporated	+

1/ Project impact significance levels for each technical area are based on Section 1.3 of the Staff Assessment (TN# 271468)

2/ "-" = less than identified for the Project; "+" = greater than identified for the Project; "=" = similar to what is identified for the Project

7.3.1 Air Quality

Construction and operation of the Project would generate air contaminant emissions, including reactive organic gas, nitrogen oxides, particulate matter with a diameter between 2.5 and 10 micrometers, fine particulate matter with a diameter less than 2.5 micrometers, carbon monoxide, sulfur dioxide, and greenhouse gases (GHGs). The Project would also result in toxic air contaminant emissions during construction, such as diesel particulate matter, and minor odors. Air pollutant emissions associated with the Project would occur over the short term from construction-related activities, including equipment exhaust, vehicle travel on paved and unpaved roads, and fugitive dust from soil disturbance activities.

The BESS array and project substation components and equipment at the Lambie Industrial Park Alternative would be the same as the proposed Project. Site conditions and the construction disturbance footprint would be similar, with both sites having relatively flat topography and requiring

minimal site grading; however, the more remote location would result in additional vehicle miles traveled by construction workers and for deliveries. Therefore, construction air quality impacts associated with the BESS facility would be slightly greater for the Lambie Industrial Park Alternative as those identified for the Project.

Additionally, the Lambie Industrial Park Alternative would require an approximately 13-mile or longer gen-tie line to interconnect to the Vaca-Dixon Substation, causing substantially more ground-disturbing activities, heavy equipment use, and vehicle miles traveled during construction. The longer gen-tie line would also result in a longer construction schedule and increased use of construction machinery.

During operations, routine O&M activities for the BESS at the Lambie Industrial Park Alternative would be similar to the proposed Project; however, additional vehicle miles traveled would likely increase due to the more remote location and increased driving distance from I-80. Additionally, the 13-mile, or longer, transmission ROW would require additional periodic inspection and maintenance, adding to vehicle emissions. As a result, routine operational air quality impacts would be greater compared to the proposed Project with a shorter gen-tie line and more accessible location.

Overall, construction and operations air pollutant emissions would be greater under the Lambie Industrial Park Alternative compared to the proposed Project.

7.3.2 Biological Resources

The Lambie Industrial Park Alternative site and gen-tie study corridor primarily consist of grasslands and agricultural fields that support a wide range of foraging wildlife, including raptors, songbirds, pollinators, and small mammals. As the Lambie Industrial Park Alternative site is dominated by grasslands and generally less disturbed than the proposed Project site, the alternative site would likely include more sensitive wildlife. Similarly, the required gen-tie line ROW of at least 275 acres would be at least 14 times greater than the 19.4-acre gen-tie corridor associated with the proposed Project, requiring significantly more ground disturbance for construction and operations compared to the proposed Project gen-tie line.

A desktop review of the California Natural Diversity Database (CNDDDB) identified potential special status plants, natural communities, and wildlife that may occur within or near the Lambie Industrial Park Alternative. The special status species that have the potential to be present within the Lambie Industrial Park Alternative site and gen-tie study corridor are listed in Table 7-2, broken out by the Lambie Industrial Park site and gen-tie study corridor. The CNDDDB polygon acreage for each listed species is also included. Locations of the recorded occurrences and critical habitat are presented in confidential Figure 7-2⁴.

⁴ Figure 7-2 includes sensitive species location data and is subject to CDFW CNDDDB data use guideline restrictions for public documents.

Table 7-2. Potential Federally and State Listed Species with the Potential to Occur within the Lambie Industrial Park Alternative

Common Name	Scientific Name	Listing Status ^{1/}	Sum of Acreage
Lambie Industrial Park Alternative Site			
Bearded popcornflower	<i>Plagiobothrys hystriculus</i>	1B.1	1,500
California tiger salamander - central California DPS	<i>Ambystoma californiense</i> (pop. 1)	FT; ST	5.0
Carquinez goldenbush	<i>Isocoma arguta</i>	1B.1	2.3
Heartscale	<i>Atriplex cordulata</i> var. <i>cordulata</i>	1B.2	2.3
Keck's checkerbloom	<i>Sidalcea keckii</i>	FE; 1B.1	1.6
Mountain plover	<i>Anarhynchus montanus</i>	SSC	12.3
Northern Claypan Vernal Pool	Northern Claypan Vernal Pool	N/A	134
Pappose tarplant	<i>Centromadia parryi</i> ssp. <i>parryi</i>	1B.2	6.6
Swainson's hawk	<i>Buteo swainsoni</i>	ST	247
Valley Needlegrass Grassland	Valley Needlegrass Grassland	N/A	5.4
Vernal pool fairy shrimp	<i>Branchinecta lynchi</i>	FT	24.8
Gen-Tie Corridor			
Common Name	Scientific Name	Listing Status	
Alkali milk-vetch	<i>Astragalus tener</i> var. <i>tener</i>	1B.2	274
Baker's navarretia	<i>Navarretia leucocephala</i> ssp. <i>bakeri</i>	1B.1	8.5
Bearded popcornflower	<i>Plagiobothrys hystriculus</i>	1B.1	372
Brittlescale	<i>Atriplex depressa</i>	1B.2	26.4
Burrowing owl	<i>Athene cunicularia</i>	CE; SSC	284
California tiger salamander - central California DPS	<i>Ambystoma californiense</i>	FT; ST	334
Colusa grass	<i>Neostapfia colusana</i>	FT; SE; 1B.1	4.9
Conservancy fairy shrimp	<i>Branchinecta conservatio</i>	FE	62.5
Coulter's goldfields	<i>Lasthenia glabrata</i> ssp. <i>coulteri</i>	1B.1	678
Crampton's tuctoria or Solano grass	<i>Tuctoria mucronata</i>	FE; SE; 1B.1	2.5
Delta green ground beetle	<i>Elaphrus viridis</i>	FT	839
Dwarf downingia	<i>Downingia pusilla</i>	2B.2	20.0
Grasshopper sparrow	<i>Ammodramus savannarum</i>	SSC	157
Heckard's pepper-grass	<i>Lepidium latipes</i> var. <i>heckardii</i>	1B.2	7.7
Northern Claypan Vernal Pool	Northern Claypan Vernal Pool	N/A	8.2
Pappose tarplant	<i>Centromadia parryi</i> ssp. <i>parryi</i>	1B.2	69.6
Swainson's hawk	<i>Buteo swainsoni</i>	ST	69.1
Two-fork clover	<i>Trifolium amoenum</i>	FE; 1B.1	170
Valley Needlegrass Grassland	Valley Needlegrass Grassland	N/A	988
Vernal pool fairy shrimp	<i>Branchinecta lynchi</i>	FT	2,757
Vernal pool smallscale	<i>Atriplex persistens</i>	1B.2	560

Common Name	Scientific Name	Listing Status ^{1/}	Sum of Acreage
Vernal pool tadpole shrimp	<i>Lepidurus packardii</i>	FE	4.9

1/ Status designations are as follows:

Federal Designations:

(FE) Federally Endangered, (FT) Federally Threatened

State Designations:

(SE) State Endangered, (ST) State Threatened, (CE) Candidate Endangered, (SSC) Species of Special Concern

CNPS California Rare Plant Rank (CRPR):

(1B) Rare, threatened, or endangered in California and elsewhere

(2B) Rare, threatened, or endangered in California but common elsewhere

Threat Rank:

0.1 Seriously threatened in California (over 80% of occurrences threatened / high degree and immediacy of threat)

0.2 Moderately threatened in California (20-80% of occurrences threatened / moderate degree and immediacy of threat)

N/A – "Not Applicable" these groups are sensitive natural communities without a listing status

As shown in Table 7-2 and confidential Figure 7-2, the entirety of the 1,500-acre Lambie Industrial Park Alternative site comprises overlapping CNDDB polygons for numerous special status species and sensitive natural communities. Most notably, the site includes large areas of potential habitat for the following species or sensitive natural communities:

- Bearded popcornflower (1,500 acres)
- Swainson's hawk (247 acres)
- Northern Claypan Vernal Pool (134 acres)

Greater than 50 percent of the Lambie Industrial Park Alternative gen-tie study corridor is mapped with recorded sensitive species occurrences and potential habitat, including approximately 440 acres of California tiger salamander critical habitat located immediately north of the industrial park boundary.

Construction of a BESS at the Lambie Industrial Park Alternative site, requiring approximately 25 acres of disturbance, would result in greater habitat impacts for a larger number of sensitive species relative to the proposed Project. Additionally, the Lambie Industrial Park Alternative would require significantly more ground disturbance in potential sensitive species habitat due to the at least 13-mile, 275-acre gen-tie ROW, resulting in significantly greater habitat impacts than the proposed Project. The longer gen-tie line would also increase the potential for avian collision and mortality, particularly for special status species such as Swainson's hawk. The Lambie Industrial Park Alternative would require species-specific mitigation to reduce potentially significant impacts associated with the project site and gen-tie route. Overall, the Lambie Industrial Park Alternative would have greater biological impacts than the proposed Project.

7.3.3 Climate Change and Greenhouse Gas Emissions

The Project's major source of GHGs will be the combustion of fuel in off-road construction equipment, in vehicles used to haul equipment and materials, and in vehicles used by workers commuting to and from the site. GHG emissions during operations and maintenance would result from vehicles traveling to the site. GHG emissions are also associated with fugitive emissions of refrigerant leaks and sulfur hexafluoride from gas-insulated switchgear equipment, such as the high-voltage circuit breakers within the Project substation.

The BESS array and project substation components and equipment at the Lambie Industrial Park Alternative would be the same as the proposed Project. Site construction equipment use would be similar; however, the more remote location would result in additional vehicle miles traveled by workers and for deliveries. Therefore, construction GHG impacts associated with the BESS facility would be slightly greater for the Lambie Industrial Park Alternative as those identified for the Project.

The Lambie Industrial Park Alternative would require an approximately 13-mile or longer gen-tie line to interconnect to the Vaca-Dixon Substation, requiring substantially more construction equipment use and vehicle miles traveled during construction. The longer gen-tie line would also result in a longer construction schedule.

During operations, routine O&M activities for the BESS at the Lambie Industrial Park Alternative would be similar to the proposed Project; however, additional vehicle miles traveled would likely increase due to the more remote location and increased driving distance from I-80. Additionally, the 13-mile or greater transmission right-of-way would require additional periodic inspection and maintenance, adding to vehicle emissions. As a result, routine operational GHG impacts would be greater compared to the proposed Project with a shorter gen-tie line and more accessible location.

Overall, construction and operations GHG emissions would be greater under the Lambie Industrial Park Alternative compared to the Project.

7.3.4 Cultural and Tribal Cultural Resources

No cultural, archaeological, or architectural resources were identified at the Project site; however, ground-disturbing construction activities have the potential to result in inadvertent discovery of previously unidentified resources. The Lambie Industrial Park Alternative site is located approximately 12 miles south of the proposed Project and would require 13-mile or longer gen-tie line through agricultural and rural residential areas. Impacts to cultural and tribal cultural resources are unknown and would require new studies, including a records and literature search, archaeological and built-environment surveys, and updated Tribal engagement.

The Lambie Industrial Park Alternative would have a substantially larger potential impact area than the proposed Project because of the 13-mile or longer gen-tie required to connect the alternative site to the Vaca-Dixon Substation. The Lambie gen-tie would require an approximately 175-foot-wide ROW encompassing at least approximately 275 acres, compared with the approximately 1.1-mile gen-tie and 19.4-acre gen-tie corridor associated with the proposed Project. The substantially greater length and area of the Lambie gen-tie would increase the amount of ground disturbance and the geographic area in which previously unidentified archaeological, historical, or tribal cultural resources could occur and potentially be affected.

Because site-specific cultural resources studies have not been completed for the Lambie Industrial Park Alternative, the presence and significance of cultural and tribal cultural resources within the alternative site and gen-tie corridor are currently unknown. However, based on the substantially larger potential impact area and greater extent of ground disturbance, the potential for impacts to cultural and tribal cultural resources would be greater under the Lambie Industrial Park Alternative than under the proposed Project. Appropriate records research, surveys, and Tribal engagement

would be required to identify and address cultural and tribal cultural resources associated with the alternative.

7.3.5 Efficiency and Energy Resources

Project construction would require the use of diesel-powered equipment; however, during operation fuel consumption is anticipated to be very low as the Project facility will be unstaffed. Limited vehicle operations would be required for operations and maintenance activities. Because the Lambie Industrial Park Alternative would require a longer gen-tie line than the proposed Project, installation would require increased construction equipment use. Additionally, the more remote location would result in an increase to vehicle miles traveled for workers and deliveries. O&M impacts for the Lambie Industrial Park Alternative would similarly be higher than the proposed Project site due to increased O&M activities for the longer gen-tie line and increased vehicle miles traveled to access the site. Energy consumption by the BESS facility would be similar regardless of location, but round-trip energy losses would be higher for the Lambie Industrial Park site due to increased gen-tie line lengths and resulting increased transmission-related energy losses. In summary, impacts associated with efficiency and energy resources would be greater for the Lambie Industrial Park Alternative than for the proposed Project.

7.3.6 Geology, Paleontology and Minerals

Review of available geologic mapping indicates that the Lambie Industrial Park Alternative site and associated gen-tie corridor are underlain primarily by Quaternary and Plio-Pleistocene sedimentary deposits that are common throughout eastern Solano County and the surrounding project region (Jennings et al. 2010). While available mapping does not indicate substantially different geologic conditions from those associated with the proposed Project, the longer gen-tie corridor would increase the area subject to disturbance and, therefore, the potential for encountering localized geotechnical constraints requiring additional engineering measures. Likewise, because the Lambie Industrial Park Alternative would require construction of a 13-mile or longer gen-tie line across a larger area of previously undisturbed sediments, it would increase the potential for encountering previously unidentified paleontological resources compared to the proposed project. As shown on Figure 7-3, the Lambie Industrial Park Alternative site includes several gas well features and pipelines that could present constraints on BESS project siting and construction. Overall, because of the significantly longer gen-tie line required and the gas well and pipeline features located on the site, the Lambie Industrial Park Alternative would likely have increased impacts on geology, paleontology, and minerals relative to the proposed Project.

7.3.7 Hazards, Hazardous Materials, and Wildfire

Construction and operation of the proposed BESS facility at the Project site or at the Lambie Industrial Park Alternative site would involve the same construction and operation activities, including similar ground-disturbing activities and heavy equipment use, and the same types and quantities of hazardous materials. Impacts related to the transport, use, and disposal of hazardous materials and impacts related to any upset and accident conditions involving the release of hazardous materials, including a thermal runaway event, would be similar for the proposed Project and the Lambie Industrial Park Alternative. Both sites are close to limited residential sensitive receptors. Additionally,

neither site is located within one-quarter mile of an existing or planned school. Development of the proposed BESS facility would also not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan at either the proposed Project site nor the Lambie Industrial Park Alternative site. Therefore, impacts would be similar as related to these environmental impact thresholds regardless of the location being at the proposed Project site or at the Lambie Industrial Park Alternative site.

As related to hazardous materials sites, neither the Project site nor the Lambie Industrial Park Alternative site would create a significant hazard as neither are located on a site listed pursuant to Government Code, Section 65962.5. However, the Lambie Industrial Park Alternative would require a substantially longer gen-tie line (13 miles or longer) as opposed to the Project's approximately 1.1-mile gen-tie line. Development of the Lambie Industrial Park Alternative would therefore have a greater potential to encounter unknown contamination during ground disturbing activities associated with the longer gen-tie line, including residual agrichemical constituents as a significant portion of the Lambie gen-tie corridor is located on agricultural lands.

With regard to wildfire hazards, neither the Project site nor the Lambie Industrial Park Alternative site are located within a very high fire hazard severity zone (FHSZ). The Project site is located within an unzoned Local Responsibility Area (LRA). The Lambie Industrial Park Alternative site is also located within an LRA; however, the majority of Lambie Industrial Park is also located in a High FHSZ, as recommended by the State Fire Marshal in 2025 (Figure 7-4; CAL FIRE 2025). Additionally, a significant portion of the Lambie Alternative gen-tie ROW would also be located within this State Fire Marshal-recommended High FHSZ, and the Lambie Industrial Park Alternative would introduce more electrical infrastructure than the Project due to the substantially longer gen-tie line (13 miles or longer). Therefore, development at the Lambie Industrial Park Alternative would result in comparatively greater wildfire hazard impacts than the proposed Project due to the higher underlying FHSZs and increased electrical infrastructure.

With regard to the unlikely event of a BESS thermal runaway or fire, the Lambie Industrial Park Alternative site is also located proximate to rural residences, similar to the Project site. More specifically, there is one residence located approximately 0.2 miles east of Lambie Industrial Park, another residence located directly adjacent to the northeastern corner of Lambie Industrial Park, and Delta Conservation Camp #8, a joint California Department of Corrections and Rehabilitation/CAL FIRE facility, is also located directly south of Lambie Industrial Park. Although there is siting flexibility within Lambie Industrial Park, the BESS facility would be generally located near a few sensitive receptors as is the proposed Project site. The lack of land control within Lambie Industrial Park contributes to the uncertainty of where the Applicant could theoretically site the facility. Regardless, impacts related to an unlikely BESS thermal runaway or fire event would be contained to the immediate vicinity of the BESS facility at either location, and would not substantially affect offsite receptors. Additionally, as described below in Section 7.3.11, the closest fire station is located approximately 8 miles west of the alternative site, whereas the nearest fire station to the Project site is 2.25 miles. Therefore, potential offsite impacts related to thermal runaway and associated plume dispersion under the Lambie Industrial Park Alternative would be similar to, or potentially slightly less

than or greater than, potential impacts at the Project site, depending on where the BESS facility is located within Lambie Industrial Park and its proximity to sensitive receptors.

Overall, impacts related to Hazards, Hazardous Materials, and Wildfire would be similar to or greater under the Lambie Industrial Park Alternative than under the proposed Project for the reasons discussed above.

7.3.8 Land Use and Agriculture

The Lambie Industrial Park Alternative site is located in unincorporated Solano County and zoned as Manufacturing General (MG-3) (see Figure 7-5, Zoning). The BESS facility would be an allowed use within the MG-3 zoning district. The gen-tie study corridor is zoned primarily as Exclusive Agriculture (A-20, A-40, A-80, and A-160), which are established to promote and preserve agriculture within the County, including allowing agricultural-related support uses and excluding incompatible uses. The Solano County Zoning Ordinance lists transmission line as a permissible use under the A-20, A-40, A-80, and A-160 zoning districts. Portions of the gen-tie study corridor within the City of Vacaville are zoned as Business Park (BP), Public Facilities (PF), and Residential High Density (RH). The Lambie Industrial Park Alternative has the Solano County General Plan land use designation of Specific Project Area (SP). The gen-tie study corridor Solano County General Plan land use designations include Agriculture (A), Resource Conservation Overlay (RCO), and the Vacaville land use designations of Business Park, Residential High Density, and Public Institution (see Figure 7-6, General Plan Designations).

Agricultural Impacts

According to the California Department of Conservation Farmland Mapping and Monitoring Program (FMMP), the Lambie Industrial Park Alternative site is primarily classified as Grazing Land, with some land classified as Other and Urban and Built-Up Land (Figure 7-7; DOC 2026a). The gen-tie study corridor primarily consists of Grazing Land and Prime Farmland, with some land classified as Unique Farmland, Farmland of Statewide Importance, Urban and Built-Up Land, and Other. Table 7-3 provides a detailed acreage breakdown of each FMMP classification. Prime Farmland, Farmland of Statewide Importance, and Unique Farmland are classified as “Important Farmland” as these areas are the most suitable for agriculture and are considered especially important agricultural resources (DOC 2026b). Unlike the proposed Project site, the Lambie Industrial Park Alternative site would not require the conversion of Important Farmland into a non-agricultural land use. The Lambie gen-tie line corridor, however, does contain important farmland, including Prime Farmland, Unique Farmland, and Farmland of Statewide Importance. Removal of Important Farmland would occur if agricultural production cannot continue within the gen-tie line ROW, which would be at least 275 acres. Transmission structures, access roads, or any areas of extensive ground disturbance located within Important Farmlands would result in the removal of agricultural land.

Table 7-3. Farmland Classifications within the Lambie Industrial Park Alternative

Farmland Classification	Acres	Percent (%)
Lambie Industrial Park Alternative Site		
Grazing Land	1,391	93%
Other	103	7%
Urban and Built-Up Land	1	<.1%
Total	1,494	100%
Gen-Tie Corridor		
Grazing Land	3,661	50%
Prime Farmland	2,119	29%
Unique Farmland	765	10%
Farmland of Statewide Importance	351	5%
Urban and Built-up Land	226	3%
Other	214	3%
Total	7,336	100%

Source: DOC 2026

The Lambie Industrial Park Alternative would also cross land currently enrolled in Williamson Act contracts. Approximately 2,585 acres of the gen-tie corridor overlap with lands enrolled in Williamson Act contracts. According to Solano County, transmission lines within the ROW are considered a compatible use within agricultural preserves such as land enrolled in Williamson Act contracts (Solano County 2012).

The Lambie Industrial Park Alternative would not require the conversion of Important Farmland for development of the BESS facility at the Lambie Industrial Park; however, Important Farmland conversion would be required for the associated at least 13-mile gen-tie line. The classifications and acreage of the impacts would need to be evaluated based on the specific route and design of the gen-tie and required ROW use restrictions. Due to the significantly longer gen-tie, the overall impacts to agriculture for the Lambie Industrial Park Alternative would be similar to or potentially greater than the proposed Project.

Airport Land Use Compatibility

The Lambie Industrial Park Alternative site is not located within two miles of public or private airports. The closest public airport is the Rio Vista Municipal Airport, approximately eight miles southeast. Travis Air Force Base (AFB) is approximately 4.7 miles northwest of the Lambie Industrial Park Alternative site and the Lambie Industrial Park Alternative gen-tie corridor is approximately 0.5 miles west of Travis AFB.

The proposed Project site is located within Zone D of the Travis AFB Land Use Compatibility Plan (LUCP), which prohibits Hazards to Flights (such as tall objects) and requires Airport Land Use Commission (ALUC) review for objects greater than 200 feet. As shown in Figure 7-8, the Lambie Industrial Park Alternative site is located within Zone C, which includes Zone D restrictions, limits land uses that could expose people to aircraft overflight or accident risk, and requires ALUC review for objects greater than 100 feet. The BESS facility would not constitute such a use.

However, development of a BESS facility at the Lambie Industrial Park Alternative site would require a substantially longer gen-tie line (13 miles or longer) as opposed to the proposed Project's approximately 1.1-mile gen-tie line, and the Lambie gen-tie study corridor crosses Zones B1 and B2 (in addition to Zones C and D), which further restrict development and require ALUC review for objects greater than 35 feet and 50 feet, respectively. While the proposed gen-tie line would not be a prohibited use in these zones, ALUC review would be required.

Additionally, the majority of the 13-mile gen-tie study corridor is within the Low Altitude Maneuvering Zone (LAMZ) and Assault Landing Zone (ALZ) Training Overlay. According to the Travis AFB LUCP, the ALZ Training Overlay Zone was developed "to restrict tall structures that might interfere with tactical flight operations commencing approaches toward or departures from the ALZ." The LAMZ was developed to restrict tall structures and land uses that could impact or be impacted by training flights at low altitudes (below 1000 feet).

According to Table 1 of the Travis AFB LUCP (Solano County 2024), the prohibited uses within Zone C are children's schools, day care centers, libraries, hospitals, nursing homes and "Hazards to Flight", which includes physical (e.g., tall objects), visual, and electronic forms of interference with the safety of aircraft operations. The Project is also not anticipated to produce glare, attract birds, or otherwise interfere with the safety of aircraft operation within Zone C. Impacts from development of the BESS Facility would be similar at the Lambie Industrial Park Alternative site as the proposed Project.

As previously noted, the Lambie Industrial Park Alternative 13-mile gen-tie study corridor crosses the LAMZ and ALZ Training Overlay (Figure 7-8). Prohibited uses within the LAMZ and ALZ Training Overlay include the same as Zone C as well as structures greater than 200 feet above ground level in height. Siting a new transmission line within the LAMZ and ALZ Training Overlay would require additional review by the Department of Defense, which could result in additional height restrictions and/or changes to the route.

Based on the longer required gen-tie that would be routed through more restrictive Travis AFB zones, airport land use compatibility impacts associated with the Lambie Industrial Park Alternative would potentially be greater than those for the proposed Project.

Overall, impacts related to Land Use and Agriculture would be similar to or potentially greater under the Lambie Industrial Park Alternative than under the proposed Project for the reasons discussed above.

7.3.9 Noise and Vibration

The Lambie Industrial Park Alternative site would be located on an unspecified 25-acre portion of the 1,500-acre Lambie Industrial Park. Noise from construction and operation of the BESS facility could affect nearby rural residences. The closest residential receptors are located approximately 200 feet northeast of the Lambie Industrial Park across the intersection of Creed Road and Goosehaven Road, and another is located approximately 0.2 mile east of Goosehaven Road. Depending on the BESS facility location within the Lambie Industrial sPark, these sensitive receptors may be as close as 200 feet and 0.2 mile away from construction and operational activities, or as far as approximately 2.2

miles and 1.7 miles away at the farthest extent of the industrial park. Similar to the Project, the Lambie Industrial Park Alternative would be designed to meet Solano County ordinances and regulations, and could require mitigation such as temporary construction or permanent facility sound barrier or other noise mitigation to protect sensitive receptors.

The Lambie Industrial Park Alternative site would require a gen-tie line of at least 13 miles in length through agricultural and rural residential areas.

Approximately 121 sensitive receptors were identified within the Lambie Industrial Park Alternative gen-tie line corridor (Figure 7-9), meaning 121 residences would be within 0.5 miles of a straight-line gen-tie line route. Once routed and designed, the gen-tie line would likely be longer, not following a straight line. Therefore, the number of receptors in close proximity to the alternative gen-tie line would vary from this representative estimate, but would be far greater than the number of residents within close proximity to the proposed Project's gen-tie line. As a result, substantially more sensitive receptors could experience temporary construction-related noise and vibration impacts.

Overall, noise and vibration impacts of the Lambie Industrial Park Alternative would be similar to or possibly greater than the proposed Project due to the significant increase in the number of sensitive receptors potentially exposed to construction noise impacts.

7.3.10 Public Health

Both the Project and the Lambie Industrial Park Alternative would require the same construction and operation activities for the BESS facility, including similar construction activities and heavy equipment use and associated diesel particulate matter (DPM) emissions. However, the extended 13-mile or longer gen-tie line would require substantially more heavy equipment usage during construction. The longer gen-tie line would also increase periodic inspection and maintenance activities during operation of the Project. As a result, DPM emissions and resulting public health impacts from construction and operation activities would be greater for the Lambie Industrial Park Alternative compared to the proposed Project with a shorter gen-tie line, potentially increasing exposure to public health risks.

7.3.11 Socioeconomics

Both the Project site and the Lambie Industrial Park Alternative site are located within unincorporated Solano County. There would be no significant difference between the Project site and the Lambie Industrial Park Alternative site regarding population and housing as both sites would not increase or decrease the local population. However, the Lambie Industrial Park Alternative would require more workers for a longer period of time during the construction of the 13-mile, or longer, gen-tie line. This would add more vehicles to local roads within the County causing additional traffic to local rural residences. As discussed for the Project, a local workforce would likely be available to construct the Lambie Industrial Park Alternative, and therefore, construction would not directly or indirectly induce population growth.

Although there would be no expected changes in demand for police protection, fire protection, emergency medical responders, and public services, response times for such services would likely increase with the Lambie Industrial Park Alternative. No agencies were contacted for this analysis so it

is not confirmed who the responding agencies would be for the Lambie Industrial Park Alternative site. However, the closest fire station would be the Suisun City Fire Department, located in Suisun City approximately 8 miles west of the alternative site. First responders from either Vacaville or Dixon Fire Departments would require greater travel distances. Fire department first responding agencies for the Project site include the City of Vacaville Fire Department (2.25 miles from site) and DFD (6.3 miles from site). The Solano County Sheriff would be the responding police agency to the Lambie Industrial Park Alternative site, located approximately 10 miles west in the city of Fairfield. The nearest hospital with an emergency room is the NorthBay Health Medical Center in Fairfield, located approximately 10 miles west of the Lambie Industrial Park Alternative Site. Emergency response facilities are located at greater distances under the Lambie Industrial Park Alternative than under the Project. Therefore, the Lambie Industrial Park Alternative would likely result in longer emergency response times and potentially reduced access to emergency services.

The operations phase under this alternative would be the same as the proposed project and therefore would have similar effects on public services. With no displacement of existing people or housing, and no expected population growth, there would be no expected changes in demand for police protection, schools, parks, or recreational facilities that would cause new or physically altered facilities. Although the gen-tie construction workforce and emergency response times would be greater, impacts related to housing or public services and facilities associated with the Lambie Industrial Park Alternative would not be substantially different than the proposed Project.

7.3.12 Solid Waste Management

Both the Project site and the Lambie Industrial Park Alternative site would generate similar levels of waste, as the BESS facility would have the same equipment and footprint for both sites. However, the Lambie Industrial Park Alternative gen-tie would be at least 12 miles longer than the Project's gen-tie. The longer gen-tie line would generate more solid waste during the construction phase. Additionally, the gen-tie line would be traversing agricultural land and may require substantial vegetation removal with biomass disposal within the 175-foot wide ROW, which would require at least 275 acres of land compared to the 19.4-acre Project gen-tie corridor. Therefore, impacts associated with solid waste management would be greater under the Lambie Industrial Park Alternative compared to the Project due to the significantly longer gen-tie route.

7.3.13 Transmission Line Safety and Nuisance

The Lambie Industrial Park Alternative would require a 13-mile or longer 230-kV gen-tie line to interconnect with the Vaca-Dixon Substation, compared with the approximately 1.1-mile-long gen-tie associated with the proposed Project. The Lambie gen-tie would be designed, constructed, operated, and maintained in accordance with the same applicable transmission-line safety standards and requirements as the proposed Project gen-tie. However, its substantially greater length would require more transmission structures and electrical infrastructure, increasing the geographic extent of the transmission corridor and the number and variety of properties and potential receptors along the line.

The longer gen-tie would create greater opportunities for potential effects associated with aviation safety, radio-frequency interference, audible noise, fire hazards, hazardous shock, nuisance shock, and electric and magnetic fields (EMF). As discussed in Section 1.3.8, Land Use and Agriculture, the

Lambie gen-tie would cross the Travis AFB LAMZ and ALZ Training Overlay and may require additional aviation compatibility review and modifications to the final alignment or structure design. The longer corridor would increase the number of locations and receptors potentially exposed to radio-frequency interference, audible corona noise, and EMF; and the greater amount of electrical infrastructure would increase the geographic extent over which potential fire, hazardous-shock, and nuisance-shock conditions could occur. The longer corridor could also encounter more conductive objects, such as fences, gates, and other infrastructure, that may require appropriate grounding to prevent nuisance shocks.

The Lambie Industrial Park Alternative gen-tie line would be subject to applicable aviation, electrical safety, grounding, clearance, fire-safety, and transmission-line design and maintenance requirements. Accordingly, the substantially longer gen-tie line would result in greater overall potential Transmission Line Safety and Nuisance impacts under the Lambie Industrial Park Alternative than under the proposed Project.

7.3.14 Transportation

Construction and operation of the BESS facility under the Lambie Industrial Park Alternative would generate similar types and numbers of vehicle trips as the proposed Project, including construction worker trips, equipment and material deliveries, and periodic operations and maintenance trips. However, the proposed Project site is located approximately 1 mile by road from I-80, with access available via Weber Avenue and Byrnes Road. In comparison, access to the Lambie Industrial Park Alternative BESS facility would require at least approximately 12 miles of travel from I-80 on State Route 12 and local roads, depending on the final BESS facility location and access route. Construction traffic would therefore travel at least approximately 11 additional miles on state and local roads, increasing construction-related vehicle miles traveled (VMT) and heavy vehicle use of roads. Vehicle trips using Route 113 from Dixon would require at least 19 miles of travel from I-80 on state and local roads. Increased heavy truck and equipment traffic could also contribute to pavement wear or damage, particularly on rural or agricultural roads.

The Lambie Industrial Park Alternative would also require at least a 13-mile gen-tie compared with the approximately 1.1-mile gen-tie associated with the proposed Project. Construction of the substantially longer gen-tie line would require more transmission structures, worker trips, equipment and material deliveries, and a longer construction period. The proposed Project gen-tie would cross two principal public roadways, Kilkenny Road and I-80, whereas the Lambie Industrial Park Alternative gen-tie line would intersect approximately 12 public roadways, pending final design, and potentially impact up to 30 public roadways within the 1-mile-wide gen-tie corridor. Access to individual transmission structure locations would also likely be provided from multiple existing local and agricultural roads and temporary or permanent access roads. Because the final gen-tie alignment and structure locations have not been developed, specific construction access requirements and roadway improvements are currently unknown.

The substantially longer gen-tie and greater number of roadway crossings would increase construction traffic and the extent of the local roadway network potentially affected by construction. Depending on the final alignment, construction could require temporary traffic controls, lane or

roadway closures, and other measures that could temporarily affect local circulation, roadway conditions, agricultural traffic, and emergency access. During operation, BESS-related traffic would be similar under both sites; however, as with construction the miles traveled on local roadways would increase due to the more remote location of the Lambie Industrial Park Alternative. Additionally, the longer Lambie Industrial Park Alternative gen-tie line would require increased periodic inspection and maintenance activity.

Overall, the greater distance from I-80 and substantially longer gen-tie line would increase construction-related VMT, heavy vehicle use of state and local roads, and potential roadway and circulation effects under the Lambie Industrial Park Alternative. Transportation impacts under the Lambie Industrial Park Alternative would therefore be greater than those of the proposed Project.

7.3.15 Visual Resources

Impacts to visual resources associated with the Lambie Industrial Park Alternative would be comparable to those associated with the proposed Project. There would be potential for the Lambie Industrial Park Alternative to be highly visible in sustained, unobstructed views from adjacent and nearby properties and roadways. As such, and as assessed for the proposed Project, effects to the existing physical environment and observable land use character from the color, form, texture, scale, structure heights, and equipment proposed as part of the Lambie Industrial Park Alternative would potentially not be fully camouflaged or screened. In addition, the Lambie Industrial Park Alternative overhead 13-mile, or longer, gen-tie line would traverse at least an additional 12 miles across the landscape compared to the proposed Project.

Similar to the Project site, there are no scenic vistas, regional or local trails, or other scenic resources within the viewshed for the Lambie Industrial Park Alternative site. Additionally, this site is not visible from local scenic roads or designated and eligible state scenic highways (Caltrans 2026; NSBA 2026). The Lambie Industrial Park Alternative site and surrounding rural agricultural area are predominantly characterized by open grassland, whereas the proposed Project site and surrounding area include multiple parcels of tree orchards that would provide some natural visual screening. Differences in slope and elevation between the two sites are minimal; both areas are essentially flat terrain. Similar to the proposed Project, views from the Lambie Industrial Park area include high-voltage electric transmission infrastructure. Additionally, a small portion of the industrial park (approximately 130 acres, or less than 9 percent) has been developed with industrial uses including a few material processing facilities and three small electric generation peaking facilities. These facilities are dispersed throughout the industrial park and are partially screened with mature vegetation. Due to the open grassland landscape, the viewshed of the Lambie Industrial Park Alternative—the total area within which Project elements could potentially be visible—would be substantially larger than the viewshed of the proposed Project; it would likely be visible from greater distances compared with the proposed Project. The Lambie Industrial Park Alternative site is in the vicinity of a few widely dispersed rural residences with the closest two immediately adjacent to the industrial park. Visual resource impacts associated with a BESS facility at the Lambie Industrial Park Alternative site would be generally similar to those of the Project site, including the potential for substantial degradation of the existing visual character or quality of public views of the site.

The overhead gen-tie line for the Lambie Industrial Park Alternative would be substantially longer and run through agricultural lands and rural residential communities. Although the Lambie Industrial Park Alternative site may have fewer public viewers than the Project site, the associated overhead gen-tie line of at least 13 miles in length would be visible to local viewers over a considerably larger area. The overhead gen-tie line would pass through areas containing numerous rural residences. In addition, mitigation measures would be ineffective in adequately reducing the gen-tie line's visual impacts due to the height of the structures. Accordingly, the collective visual impacts associated with the Lambie Industrial Park Alternative, including the gen-tie line, would be equal to or greater than the proposed Project.

7.3.16 Water Resources

BESS facility construction and operations water usage would be similar for the Lambie Industrial Park Alternative and proposed Project. However, construction of the 13-mile, or greater, Lambie gen-tie line would require more water use for dust suppression during gen-tie construction activities.

The Lambie Industrial Park Alternative site overlies the Solano Subbasin, similar to the proposed Project site. Based on the SID District Boundary map available on the SID website⁵, the Lambie Industrial Park is several miles outside of SID's service boundary. No water purveyors serving the Lambie Industrial Park were identified based on preliminary research. Based on preliminary Therefore, water supply sources may be limited to an onsite groundwater well or trucking in water from an offsite source. At a regional level, groundwater impact to the Solano Subbasin would be similar or greater for the Lambie Industrial Park option due to increased gen-tie construction water needs. However, a site-specific groundwater feasibility study would need to be conducted to evaluate potential impacts to local groundwater wells, similar to that performed for the proposed Project. No jurisdictional wetland features have been identified within the Project site; however, eight wetland features have been mapped within the Lambie Industrial Park Alternative site (Figure 7-10). According to the National Hydrography Dataset (NHD) and National Wetlands Inventory (NWI), types of wetland features that occur within the Lambie Industrial Park Alternative site include freshwater emergent wetlands, riverine, and freshwater ponds. Additionally, 78 wetland features were mapped within the mile-wide gen-tie line corridor, along with two areas designated by FEMA as 100-year floodplains. A total of approximately 78,376 linear feet of NHD features are located within the Lambie Industrial Park Alternative site and the associated gen-tie study corridor. A wetland delineation would likely be required to determine if the mapped wetlands within the Lambie Industrial Park Alternative site and gen-tie corridor are jurisdictional. Likewise, a jurisdictional determination would need to be conducted for the NHD stream features.

The Lambie Industrial Park Alternative contains several mapped wetland and NHD features that could constrain facility siting. Depending on the final location and configuration of the BESS facility, some or all of these features may be avoided through careful siting. Complete avoidance of the numerous wetland and stream features throughout the gen-tie study corridor would likely not be feasible during construction, resulting in increased impacts relative to the proposed Project gen-tie line which completely avoids aquatic resource impacts. Additionally, the alternative gen-tie corridor includes

⁵ <https://www.sidwater.org/84/About-Us>

two substantial sections of mapped 100-year FEMA floodplain, requiring structure placement within the 100-year floodplain.

As a result of the issues discussed above, potential impacts to water resources would be greater under the Lambie Industrial Park Alternative than under the proposed Project.

7.3.17 Preferred Site Alternative

The Lambie Industrial Park Alternative would provide certain environmental and land use advantages compared to the proposed Project. The BESS facility under the Lambie Industrial Park Alternative would be located on land zoned Manufacturing General (MG-3), where a BESS facility is an allowed use, and on land primarily classified as Grazing Land rather than Important Farmland. However, these advantages are specific to the location of the BESS facility and do not account for the environmental effects associated with a 13-mile, or longer, gen-tie line that would also be required as part of the Lambie Industrial Park Alternative, compared with the approximately 1.1-mile-long gen-tie line required for the proposed Project. The substantially longer gen-tie would require considerably more transmission infrastructure and ground disturbance and would affect a much larger geographic area. As described in the preceding resource analyses, this would result in potentially greater potential impacts to several environmental resource areas, including air quality; biological resources; climate change and greenhouse gas emissions; cultural and tribal cultural resources; efficiency and energy resources; geology, paleontology, and minerals; hazards, hazardous materials and wildfire; land use and agriculture; noise and vibration; public health; solid waste management; transmission line safety and nuisance; transportation; visual resources; and water resources. The increases in impacts for these resources areas are comparative and would not necessarily change the ultimate significance determinations relative to the proposed Project.

The greater extent of the Lambie Industrial Park Alternative gen-tie line would also increase the potential to encounter sensitive environmental resources and other development constraints. The alternative gen-tie corridor includes mapped California tiger salamander critical habitat and areas with potential to support numerous special-status species and would require substantially more ground disturbance than the proposed Project gen-tie. The gen-tie would also traverse Important Farmland and parcels subject to Williamson Act contracts. In addition, numerous mapped wetland features and two FEMA-mapped 100-year floodplain areas occur within the Lambie Industrial Park Alternative and gen-tie corridor. The substantially larger potential impact area would also increase the potential to encounter previously unidentified cultural and tribal cultural resources, although additional studies would be required to determine whether such resources are present.

The Lambie Industrial Park Alternative gen-tie line would also traverse portions of the Travis AFB LAMZ and ALZ Training Overlay. As discussed in Section 7.3.8, Land Use and Agriculture, these areas include restrictions intended to protect low-altitude and tactical flight operations. Development of the gen-tie may therefore require additional aviation compatibility review and modifications to the final alignment or transmission structure design.

The importance of minimizing gen-tie line length is also consistent with the Applicant's original alternatives analysis. The preferred Project gen-tie line route was selected in part because it minimizes route length, the number of parcels encumbered, and existing transmission-line crossings

and parallels a portion of an existing transmission corridor. The original analysis similarly recognized that longer gen-tie routes can result in additional environmental impacts and development constraints.

Overall, the Lambie Industrial Park Alternative would result in greater impacts across several environmental resource areas, primarily because of the substantially longer gen-tie line required to interconnect with the Vaca-Dixon Substation, and would generally have equal impacts to visual resources, the one significant and unavoidable impact associated with the Project. The environmental advantages associated with locating the BESS facility at the Lambie Industrial Park would not offset the greater impacts and additional development constraints associated with the approximately 13-mile, or longer, gen-tie. Therefore, the Lambie Industrial Park Alternative would not substantially lessen the overall environmental impacts of the proposed Project, and the proposed Project site remains the preferred site alternative.

8.0 COMPLIANCE CONDITIONS AND COMPLIANCE MONITORING PLAN

Page 9-10, COM-3, second paragraph: Please update text to reflect either a cover letter or cover email for all submittals.

8.1 Compliance Conditions and Compliance Monitoring Plan

COM-3, second paragraph

COM-3 - Compliance Verification Submittals...*A cover letter or cover email from the project owner or an authorized agent is required for all compliance submittals and correspondence pertaining to compliance matters. The cover letter or email subject line shall identify the project by docket number, cite the appropriate condition of certification number(s), and give a brief description of the subject of the submittal. When submitting supplementary or corrected information, the project owner shall reference the date of the submittal and the condition(s) of certification applicable.*

9.0 MANDATORY OPT-IN REQUIREMENTS

The Applicant does not have any comments on this section of the SA.

10.0 APPENDIX D: PLUME FREQUENCY AND DISPERSION ANALYSIS

General Comments: The Staff analysis presented in Appendix D includes overly conservative input assumptions that are not physically credible and compounding layers of conservatism that result in an extreme screening result rather than a realistic worst-case scenario. The use of conservative assumptions is appropriate when evaluating low-probability safety events. However, Appendix D of the SA combines multiple adverse assumptions—several of which are inconsistent with project-specific testing—into a single modeled scenario. The cumulative effect is an extreme screening case rather than a reasonable worst-case event that remains physically plausible and reasonably foreseeable.

The non-fire scenario is a clear example of this extreme conservatism. CEC Staff assumes that a forklift could damage two complete battery racks and cause all 3,360 cells to off-gas over a 10-hour period. The SA acknowledges that project-specific UL 9540A testing produced off-gassing from only a few cells, yet the modeled event is expanded to two entire racks. This scenario requires several extreme conditions to occur simultaneously: the impact must damage essentially every cell in both racks, avoid creating an ignition source that would initiate a fire, and leave the enclosure sufficiently intact to release gases in the modeled manner. Appendix D does not demonstrate that this combination is physically credible or reasonably foreseeable.

The analysis further compounds this unusually large source term by assuming a release temperature of only 50 °C. That value was measured at an adjacent module during testing, not from gases released by cells undergoing thermal runaway. The same discussion identifies cell-surface temperatures above 200 °C. CEC staff expressly states that the lower temperature was selected because it reduces plume buoyancy and increases modeled ground-level concentrations. A conservative release temperature should still represent a plausible physical condition for the event being modeled.

A similar layering of overly conservative assumptions occurs in the fire scenario. CEC Staff assumes complete consumption of all six racks over 6 hours, even though the project-specific LG test consumed four of six racks over approximately 7.5 hours. The analysis also applies a mass-loss value near the upper end of the reviewed studies. Staff then uses a plume temperature of 499 K, substantially below the 1,223 K temperature identified from the LG fire test, specifically because the lower value produces less buoyancy and higher ground-level concentrations. Combining complete unit consumption, an elevated mass-loss assumption, a shortened release duration, and a substantially reduced plume temperature produces a result that is materially more conservative than any individual assumption considered independently.

The modeled impact distances are therefore mathematical consequences of compounded conservative inputs. For the non-fire case, AERMOD predicts a NO₂ Acute Exposure Guideline Level 1 (AEGL-1) distance of 2,029 feet. In contrast, the fire case does not predict an AEGL or Immediately Dangerous to Life and Health (IDLH) exceedance at the closest sensitive receptor. The apparent precision of these outputs does not validate the underlying scenario. A model may accurately calculate the consequences of its inputs while still materially overstating real-world impacts when those inputs do not represent a coherent and reasonably foreseeable event.

The frequency analysis further demonstrates how conditional the modeled outcome is. Only 301 hours during 5 years of meteorological data—approximately 0.7 percent of the period—would allow the non-fire AEGL-1 threshold to be exceeded at the closest receptor, assuming the modeled incident occurred during those specific conditions. Appendix D also estimates that an incident involving newer lithium iron phosphate (LFP) systems would occur approximately once every 11 to 67 years and concludes that no fire-case pollutant would exceed an AEGL or IDLH threshold at the closest receptor.

Appendix D should therefore be revised or supplemented using a physically coherent scenario grounded in project-specific LG JF2 and UL 9540A data. The analysis should apply a supported extent of propagation, a representative release temperature, and mass-loss and duration assumptions derived from a consistent test basis. Separate sensitivity cases should be used to demonstrate the effect of individual conservative assumptions rather than combining all adverse assumptions into a single scenario without showing that they can reasonably occur together.

Until those revisions are completed, the Appendix D results should be characterized as an extreme bounding or screening analysis, not as a realistic prediction of plume behavior, exposure distance, or offsite public-health risk. Reliance on the current results to support additional Conditions of Certification should be reconsidered unless the combined modeled assumptions are demonstrated to be physically plausible and reasonably foreseeable.

Use of HI vs AEGLs: It is noted that AEGL Level 2 has been identified as the significance criterion for individual compounds and the project impacts were noted to be insignificant (with mitigations applied). As staff has noted in Appendix D, the use of a cumulative total hazard index (HI) was also applied to assess the effects of multiple pollutants, using both AEGL level 1 and 2 as the reference exposure levels (RELs) to establish a combined pollutant ratio. The Applicant notes that RELs are designed for intermittent exposures, not for a once or twice in a lifetime exposure event.

The Health and Safety Code also requires the Office of Environmental Health Hazard Assessment (OEHHA) to use a margin of safety when estimating levels of exposure that may cause adverse health effects. This margin of safety must account for heterogeneity within human populations and uncertainty related to the applicability and completeness of the available data. To help meet the requirements of AB 2728 and Senate Bill 1731, OEHHA described and evaluated methodology to estimate acute RELs and derived such levels for specific chemicals. The acute RELs are designed for use in the Air Toxics “Hot Spots” Program and are not used in hazardous release analyses.

Because of that embedded margin of safety built into RELs, an HI above 1 does not mean adverse effects will occur. Rather, it is an indication of the decrease in the margin of safety that is built into all RELs. This is the basis for which air districts can adopt $HI \leq 1$ as a threshold of significance.

Although the analysis identified that the project impacts, using AEGL-2 and adjusted HIs, are insignificant, the use of HIs in this context is not appropriate. The HI framework is deterministic and built for routine, predictable, permitted releases: maximum hourly emissions paired with worst-case meteorology at the maximum exposed individual receptor, applicable to exposures occurring no more often than about every two weeks. AEGLs are derived from a “once-in-a-lifetime, or rare” exposure assumption for emergency planning and response. A one-time upset or accidental release is fundamentally a frequency-times-consequence problem—the domain of offsite consequence analysis

under the California Accidental Release Prevention program—not a screening HRA. An AEGL-based “HI” also has no regulatory standing: no district has adopted a significance threshold for it under AB 2588 or Rule 1401.

Capacity (battery power rating) vs. mass burn test data for derivation of emissions factors:

Appendix D appears to present the use of emission factors based on battery capacity when and where the specific LG testing data did not include certain compounds or toxics. While the CEC Staff does acknowledge the use of a variety of emission factors (tests, mass based, capacity based), the use of emission factors based on capacity is an overly conservative approach. For a typical and initial screening-level analysis, emissions from a potential BESS fire can be characterized using emission factors normalized to nominal energy storage capacity. Published fire testing data indicate HF generation in the range of 20 to 200 milligrams per watt-hour of nominal capacity and this approach has been widely adopted in regulatory fire impact assessments (Atkins 2021).

This capacity-based method is appropriate for screening purposes because nameplate energy capacity (kilowatt-hour or megawatt-hour) is defined early in project development, before detailed design information regarding cell mass, chemistry, or rack configuration is available. Application of the upper-bound emission factor to the full rated capacity of the facility implicitly assumes complete involvement of the system in a fire event, thereby providing a conservative, worst-case basis for the identification of potential impacts. However, this method carries substantial uncertainty: reported emission factors span approximately one order of magnitude depending on cell chemistry, state of charge, and cell format, and nominal electrical capacity is a surrogate parameter rather than the physical quantity governing pollutant formation.

The mass-based method for emission estimates provides a more representative characterization of emissions because actual fire events rarely consume the entire system. Module-scale fire testing has demonstrated mass burnup fractions of 37 to 82 percent of the cells involved (Kennedy et al. 2021), and fire impact assessments commonly assume that only 2 to 10 percent of cells are in thermal runaway at any given time. This approach is also consistent with standard combustion emission-factor practice (mass of pollutant per unit mass of fuel consumed) and yields more realistic, time-varying emission rates suitable for atmospheric dispersion modeling, as demonstrated in the plume analysis of the 2021 Morris, Illinois battery fire.

The capacity-based emission factor methodology is retained in this assessment as a conservative screening tool for evaluating whether a BESS fire scenario warrants further analysis. Where screening-level results indicate potential exceedances of applicable health-based thresholds, the mass-based methodology—which ties emission estimates to the quantity of battery material realistically expected to combust—is the more refined and the preferred representative emission rate calculation methodology for dispersion modeling.

11.0 REFERENCES

Atkins. 2021. Hazard Assessment of Battery Energy Storage Systems. Technical Note 45. Prepared by Ian Lines for Health and Safety Executive for Northern Ireland. March 20. Available online at:

<https://nsip-documents.planninginspectorate.gov.uk/published-documents/EN010106-004079-DL2%20-%20Edmund%20Fordham%20EF28.pdf>

CAISO (California ISO). 2026. Business Practice Manual Change Management. Available online at: <https://bpmcm.caiso.com/Pages/BPMDetails.aspx?BPM=Generator%20Management> (accessed September 2026).

CAL FIRE (California Department of Forestry and Fire Protection). 2025. Fire Hazard Severity Zone (FHSZ) Map Viewer. Available online at: <https://experience.arcgis.com/experience/5065c998b4b0462f9ec3c6c226c610a9> (accessed September 2026).

Caltrans (California Department of Transportation). 2026. Statewide Scenic Highway Interactive Map. Available online at: https://experience.arcgis.com/experience/47e2009986264718a5a13a2c81382774#data_s=id%3Awidget_22_output_config_default_geocode_0_0%3A0 (accessed September 2026).

CDPH (California Department of Public Health). 2024. Preliminary Year-to-Date Fever Case Counts in California. Available online at: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/ValleyFeverProvisionalDashboard.aspx> (accessed September 2026).

DOC (California Department of Conservation). 2026a. California Important Farmland Finder. Available online at: <https://maps.conservation.ca.gov/dlrp/ciff/app/> (accessed September 2026).

DOC. 2026b. Important Farmland Categories. Available online at: <https://www.conservation.ca.gov/dlrp/fmmp/Pages/Important-Farmland-Categories.aspx> (accessed September 2026).

Google Earth. 2026. Google Earth. Available online at: <https://earth.google.com/intl/en/> (accessed September 2026).

Jennings, C.W., et al. 2010. Geologic Map of California. Available online at: https://ngmdb.usgs.gov/Prodesc/proddesc_96750.htm (accessed September 2026).

Kennedy, R.W., K. C. Marr, and O. A. Ezekoye. 2021. Gas release rates and properties from Lithium Cobalt Oxide lithium ion battery arrays. *Journal of Power Sources* 487: 229388.

NSBA (National Scenic Byway Association). 2026. Byways in California. Available online at: <https://nsbfoundation.com/california/> (accessed September 2026).

Solano County. 2012. Solano County Uniform Rules and Procedures Governing Agricultural Preserves and Land Conservation Contracts. Revised May 22, 2012. Available online at: <https://www.solanocounty.gov/archival-document?document=https://content.solanocounty.gov/sites/default/files/2025-04/Williamson%20Act%20Rules%20and%20Regs%20Final%205-11-12.pdf&ad=aHR0cHM6Ly9jb250ZW50LnNvbGFub2NvdW50eS5nb3Yvc2l0ZXMvZGVmYXVsdC9mYWxlcy8yMDI1LTA0L1dpbGxpYW1zb24lMjBBY3QlMjBSdWxlcyUyMGFuZCUyMFJlZ3MlMjBGaW5>

[hbCUyMDUtMTetMTIucGRm&title=Solano%20County%20Uniform%20Rules%20Regarding%20Agricultural%20Preserves%20and%20Contracts](https://www.solanocounty.gov/sites/default/files/2025-05/Travis%20AFB%20LUCP%20(2024)_0.pdf&ad=aHR0cHM6Ly9jb250ZW50LnNvbGFub2NvdW50eS5nb3Yvc2l0ZXMvZGVmYXVsdC9maWxlcy8yMDI1LTA1L1RyYXZpcyUyMEFGQiUyMEVQ1AlMjAlMjgyMDI0JTl5XzAucGRm&title=Solano%20County%20Uniform%20Rules%20Regarding%20Agricultural%20Preserves%20and%20Contracts) (accessed September 2026).

Solano County. 2024. Travis AFB LUCP. Available online at: [https://www.solanocounty.gov/archival-document?document=https://content.solanocounty.gov/sites/default/files/2025-05/Travis%20AFB%20LUCP%20\(2024\)_0.pdf&ad=aHR0cHM6Ly9jb250ZW50LnNvbGFub2NvdW50eS5nb3Yvc2l0ZXMvZGVmYXVsdC9maWxlcy8yMDI1LTA1L1RyYXZpcyUyMEFGQiUyMEVQ1AlMjAlMjgyMDI0JTl5XzAucGRm&title=Archival%20document:%20ALUC%20-%20Travis%20AFB%20LUCP](https://www.solanocounty.gov/archival-document?document=https://content.solanocounty.gov/sites/default/files/2025-05/Travis%20AFB%20LUCP%20(2024)_0.pdf&ad=aHR0cHM6Ly9jb250ZW50LnNvbGFub2NvdW50eS5nb3Yvc2l0ZXMvZGVmYXVsdC9maWxlcy8yMDI1LTA1L1RyYXZpcyUyMEFGQiUyMEVQ1AlMjAlMjgyMDI0JTl5XzAucGRm&title=Archival%20document:%20ALUC%20-%20Travis%20AFB%20LUCP) (accessed September 2026).

Solano County. 2026. Solano County Planning Viewer. Available online at: <https://solanocountygis.com/portal/apps/webappviewer/index.html?id=d4090bcafe06473daa4db536cffac1cc> (accessed September 8, 2026).bn

FIGURES

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NextEra Energy Resources
Corby Battery Energy
Storage System Project

Figure 4.10-1:
Gen-tie Option 2
Work Locations

Solano County, CA

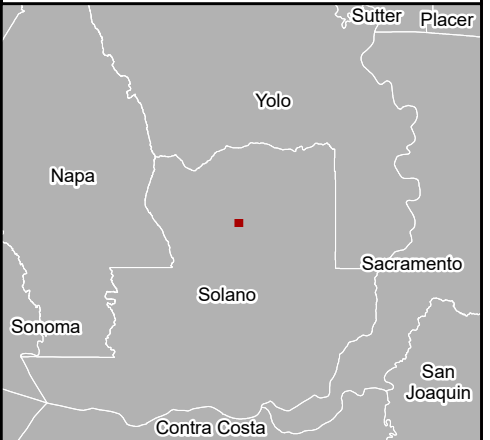
Proposed Features

- Proposed Pole
- Gen-tie (Overhead)
- Gen-tie (Underground; Option 1)
- Gen-tie (Underground; Option 2)
- Telecommunications Line
- Gen-tie Corridor (Option 1)
- Gen-tie Corridor (Option 2)
- Gen-tie Laydown Area
- HDD Entry and Exit Pits
- Horizontal Directional Drill Workspace



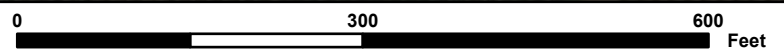
NOT FOR CONSTRUCTION

Reference Map

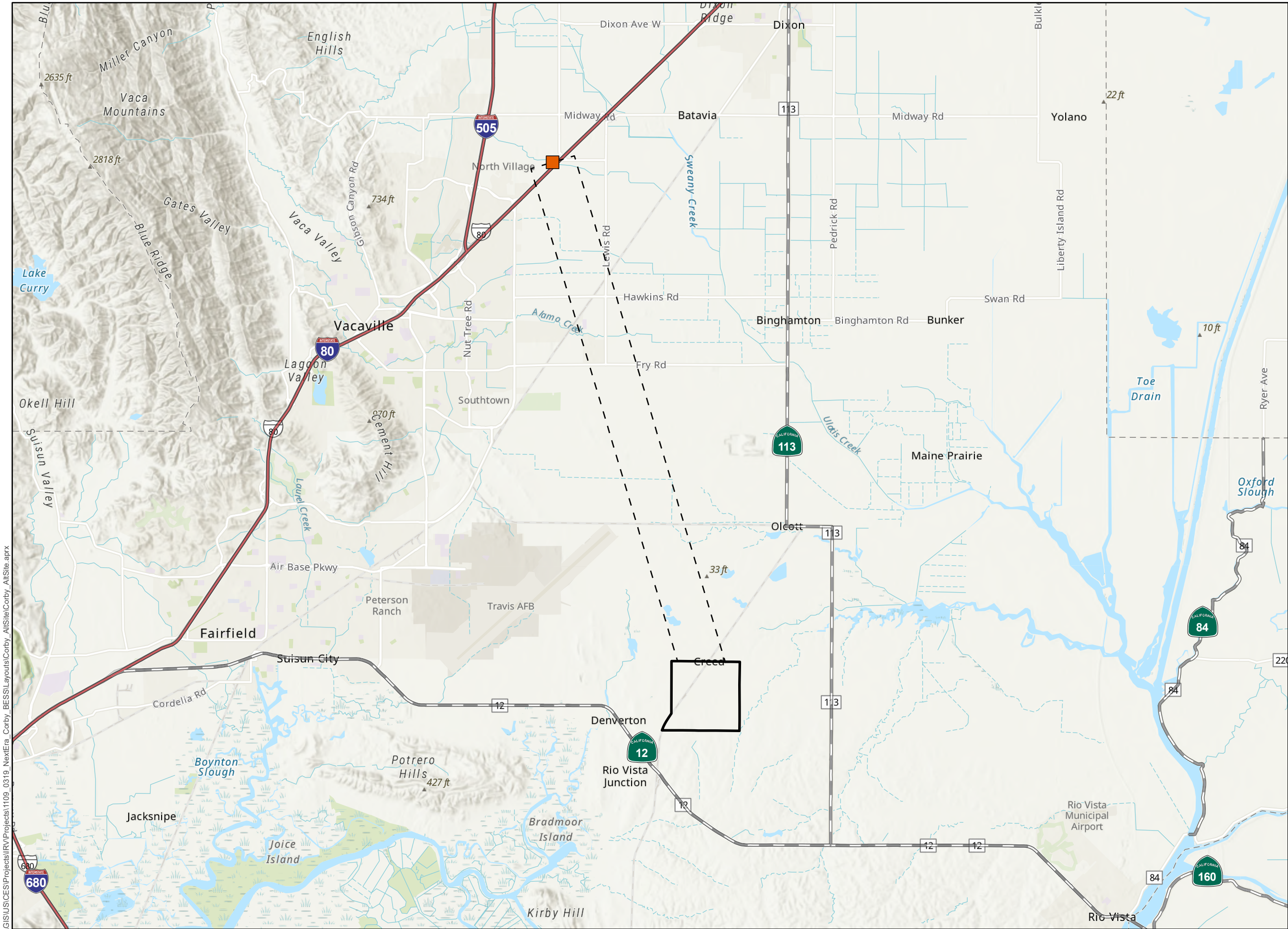


1:2,000

NAD 1983 StatePlane California II FIPS 0402 Feet



Source: ESRI, USDA NAIP, US CENSUS, BTS



**NextEra Energy
Corby Battery Energy
Storage System Project**

**Figure 7-1: Alternate Site
Location Map**

Solano County, CA

 Vaca-Dixon Substation

Proposed Features

 Alternative Site Gen-tie
Corridor (1-mile)

 Lambie Industrial Park

Transportation

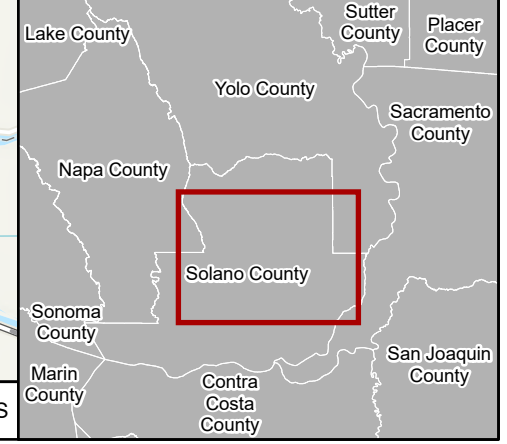
 Interstate Highway

 State Highway



NOT FOR CONSTRUCTION

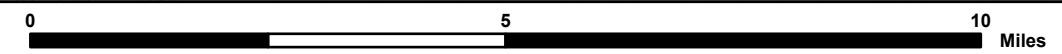
Reference Map



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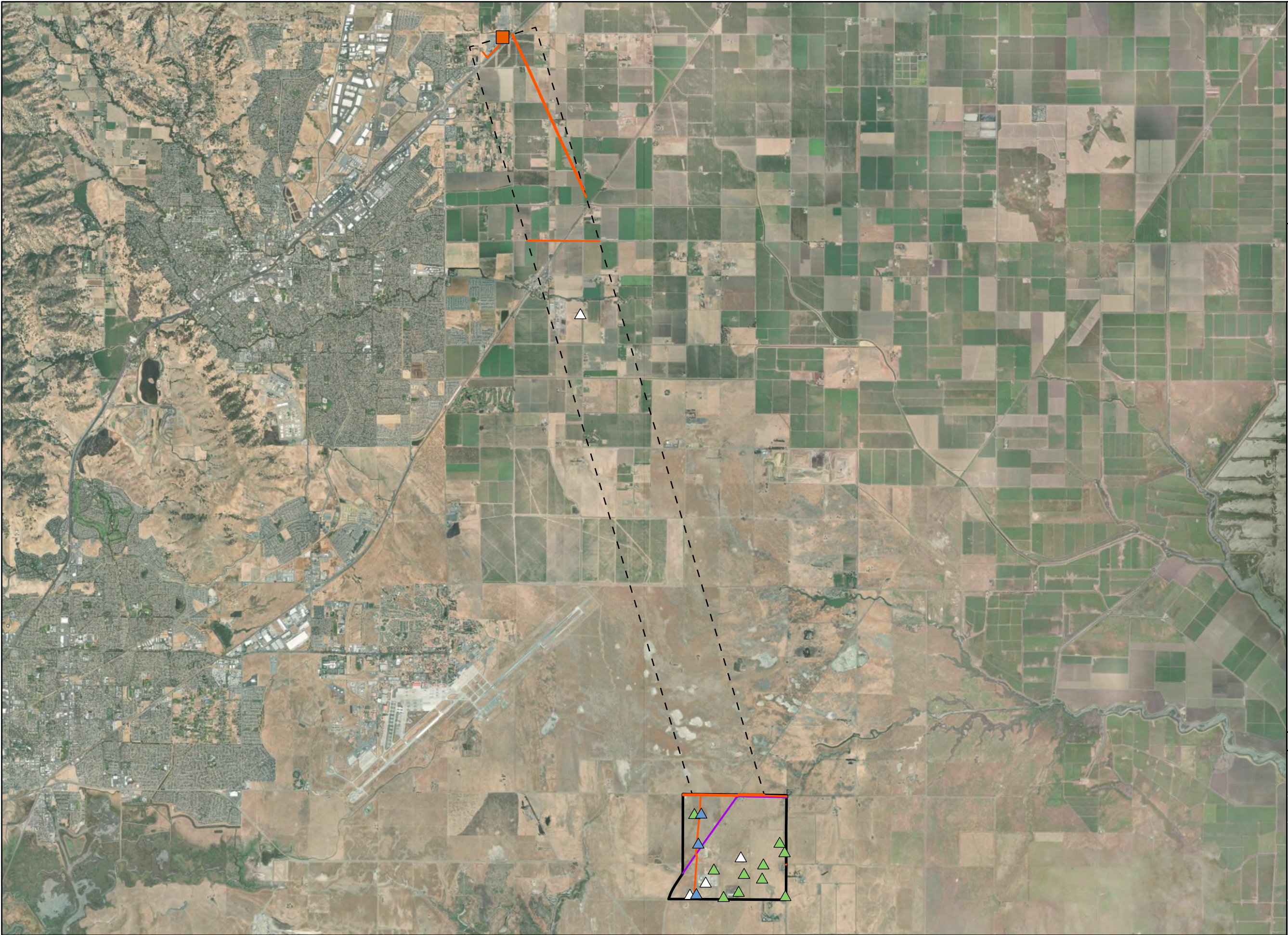
1:128,000 NAD 1983 StatePlane California II FIPS 0402 Feet



Source: ESRI, USDA NAIP, US CENSUS, BTS

Figure 7-2 has been filed confidentially per CNDDDB data confidentiality requirements.

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**NextEra Energy
Corby Battery Energy
Storage System Project**

**Figure 7-3:
Mineral Resources**

Solano County, CA

 Vaca-Dixon Substation

Proposed Features

 Alternative Site Gen-tie Corridor (1-mile)

 Lambie Industrial Park

CalGEM WellSTAR

 Dry Gas Well

 Dry Hole Well

 Gas Well

Natural Gas Pipeline

 CPN Pipeline Company

 Pacific Gas & Electric Company



NOT FOR CONSTRUCTION

Reference Map

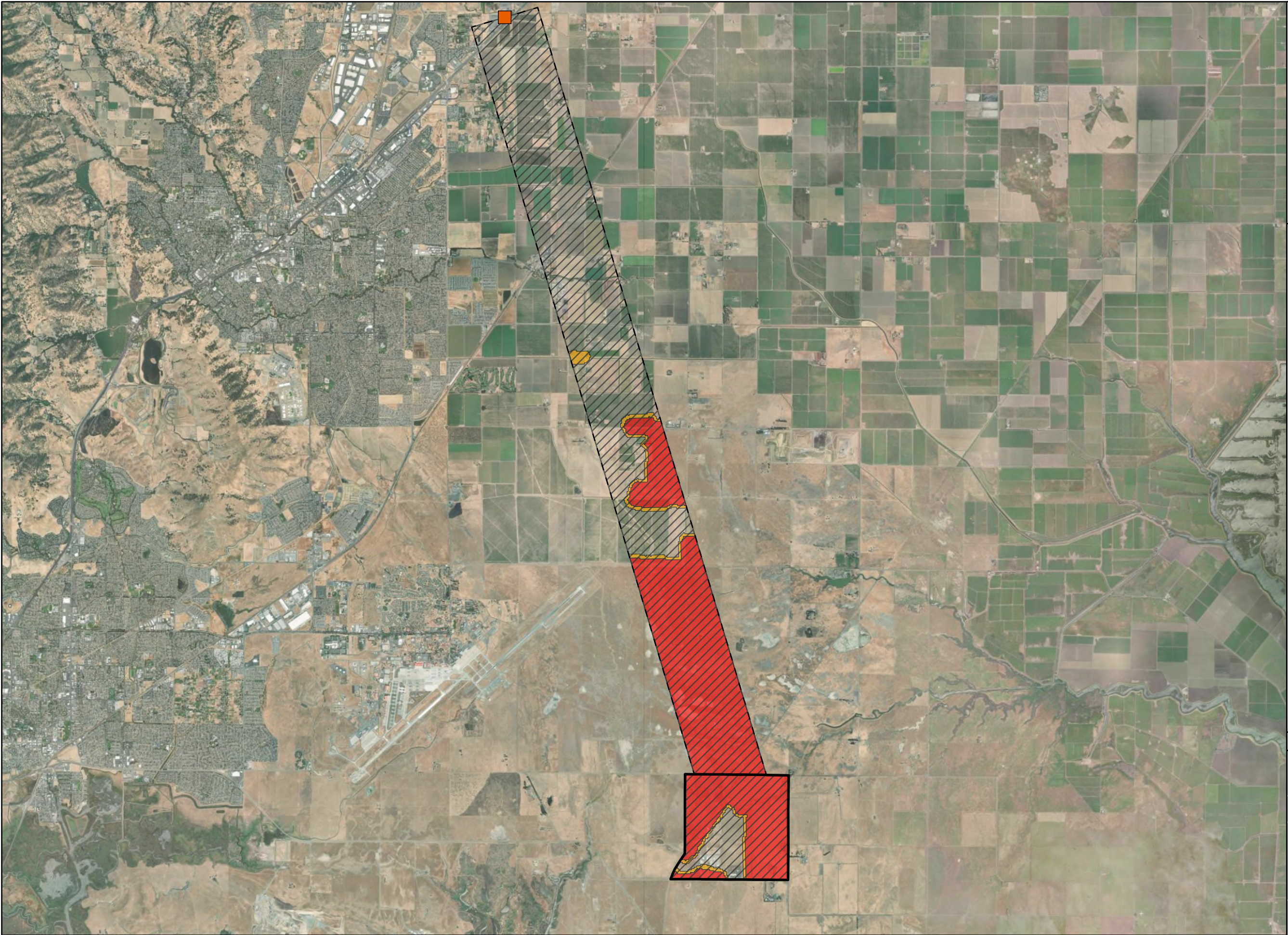


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0 3 6 Miles

Source: ESRI, USDA NAIP, US CENSUS, BTS

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**NextEra Energy
Corby Battery Energy
Storage System Project**

**Figure 7-4:
Fire Hazard Severity Zones**

Solano County, CA

 Vaca-Dixon Substation

Proposed Features

 Alternative Site Gen-tie Corridor (1-mile)

 Lambie Industrial Park

CALFire

 Local Responsibility Area (LRA)

**State Fire Marshal FHSZ
Recommendations**

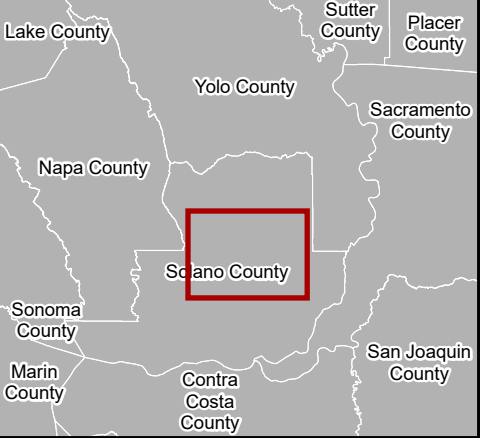
 High

 Moderate



NOT FOR CONSTRUCTION

Reference Map

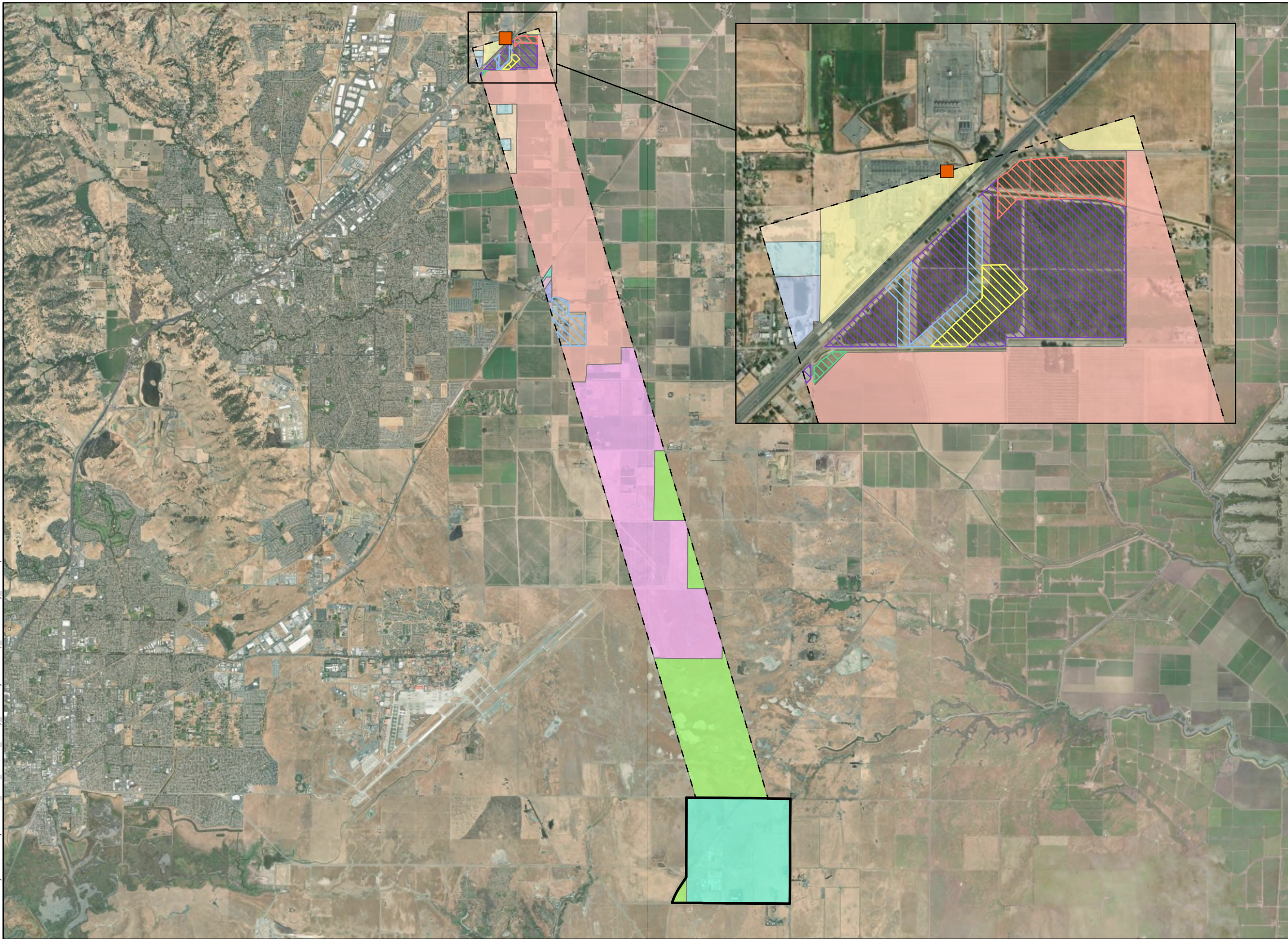


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Source: ESRI, USDA NAIP, US CENSUS, BTS

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**NextEra Energy
Corby Battery Energy
Storage System Project**

Figure 7-5: Zoning

Solano County, CA

 Vaca-Dixon Substation

Proposed Features

 Alternative Site Gen-tie Corridor (1-mile)

 Lambie Industrial Park

Solano County Zoning

 Commercial Service (CS)

 Exclusive Agriculture (A-20)

 Exclusive Agriculture (A-40)

 Exclusive Agriculture (A-80)

 Exclusive Agriculture (A-160)

 Manufacturing General (MG-3)

 Residential Traditional Community (RTC-1AC)

 Residential Traditional Community (RTC-20)

 Rural Residential (RR-2.5)

 Rural Residential (RR-5)

Vacaville_Zoning

 Agriculture (20 acres) (AG)

 Business Park (BP)

 Highway Commercial (CH)

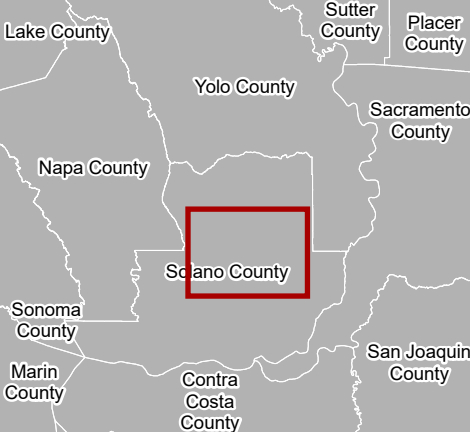
 Public Facilities (PF)

 Residential High Density (RH)



NOT FOR CONSTRUCTION

Reference Map

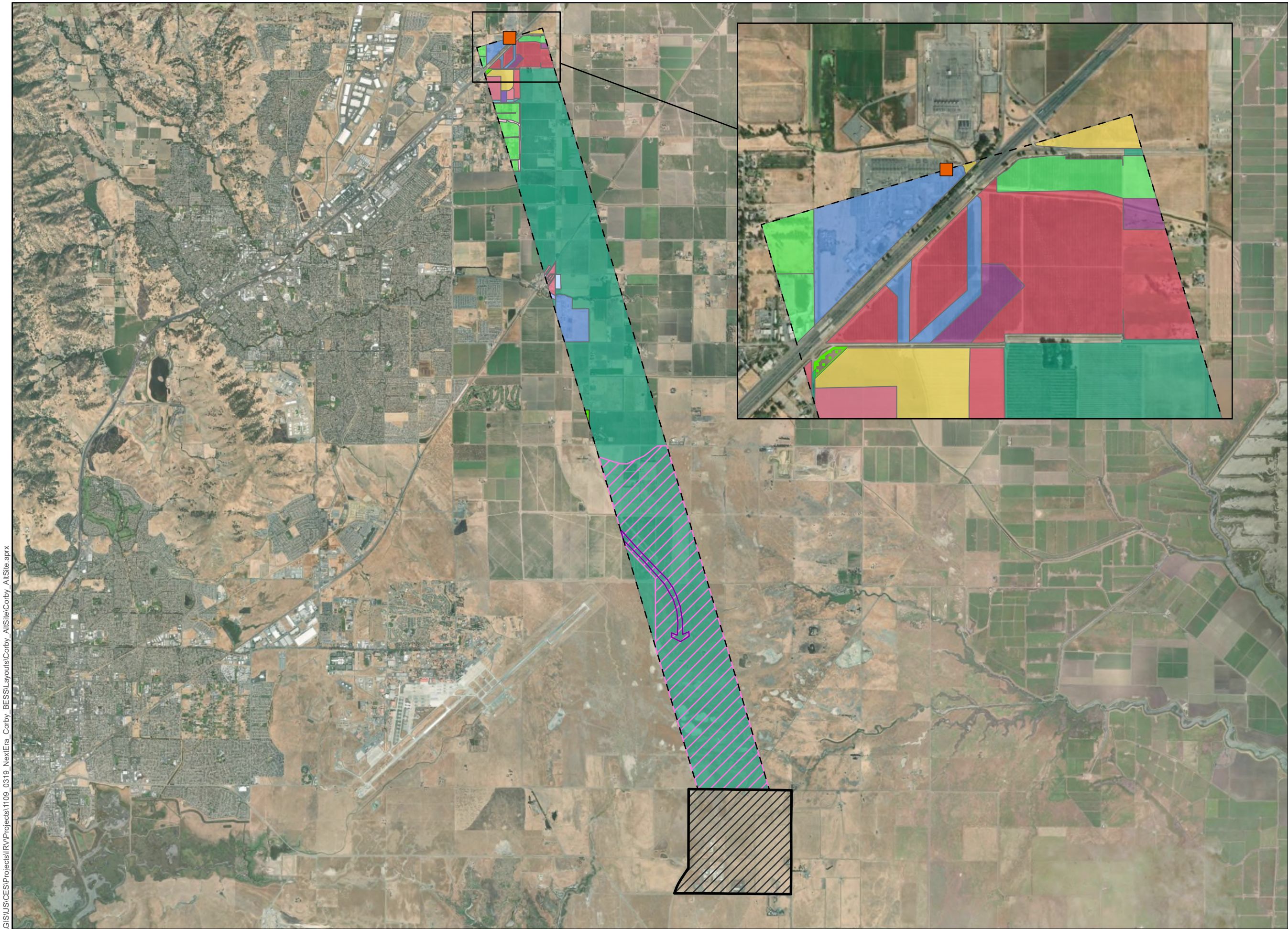


1:85,000 NAD 1983 StatePlane California II FIPS 0402 Feet

0 3 6 Miles

Source: ESRI, USDA NAIP, US CENSUS, BTS

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NextEra Energy Corby Battery Energy Storage System Project

Figure 7-6: General Plan
Designations

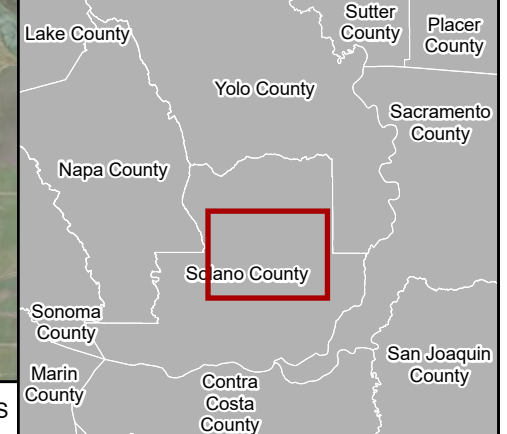
Solano County, CA

- Vaca-Dixon Substation
- Proposed Features**
 - Alternative Site Gen-tie Corridor (1-mile)
 - Lambie Industrial Park
- Solano County General Plan**
 - Agriculture (AG)
 - General Industrial (GI)
 - Public/Quasi-Public (PQP)
 - Rural Residential (RR)
 - Specific Project Area (SP)
 - Traditional Community - Mixed Use (TC-M)
 - Resource Conservation Overlay (RCO)
 - Vacaville-Fairfield-Solano Greenbelt (VFS)
 - VFS Fairfield Buffer
- City of Vacaville General Plan**
 - Agriculture
 - Business Park
 - Commercial General
 - Commercial Highway
 - Public Open Space
 - Public Park
 - Public/Institutional
 - Residential Estate
 - Residential High Density
 - Residential Low Density
 - Residential Rural
 - Schools



NOT FOR CONSTRUCTION

Reference Map

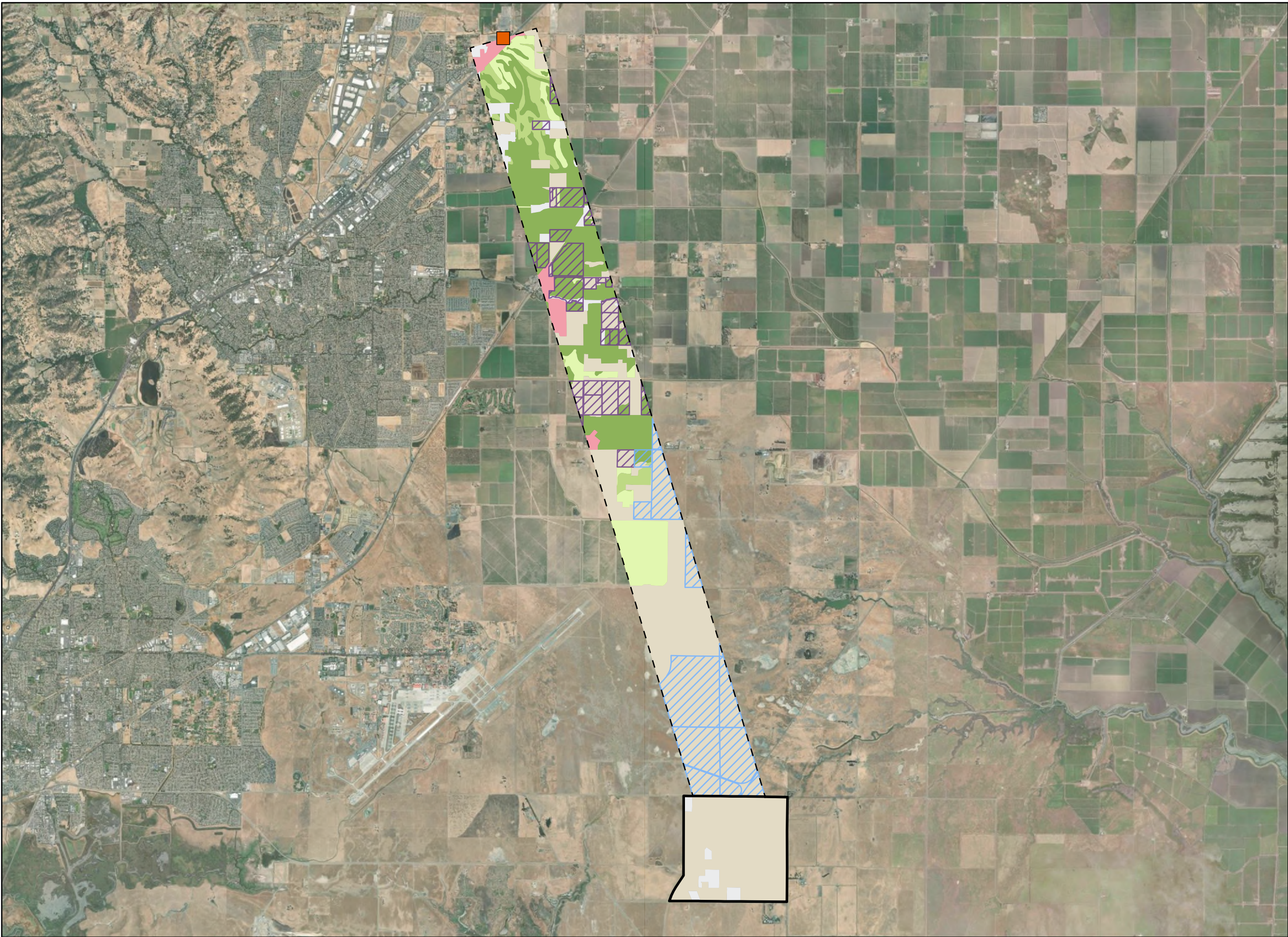


1:85,000 NAD 1983 StatePlane California II FIPS 0402 Feet

0 3 6 Miles

Source: ESRI, USDA NAIP, US CENSUS, BTS

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**NextEra Energy
Corby Battery Energy
Storage System Project**

**Figure 7-7: Williamson Act
and Important Farmland**

Solano County, CA

 Vaca-Dixon Substation

Proposed Features

 Alternative Site Gen-tie Corridor (1-mile)

 Lambie Industrial Park

Important Farmland

 Urban and Built-Up Land

 Grazing Land

 Prime Farmland

 Farmland of Statewide Importance

 Unique Farmland

 Other Land

Williamson Act Contract

 Prime Agriculture Land

 Nonprime Agriculture Land



NOT FOR CONSTRUCTION

Reference Map

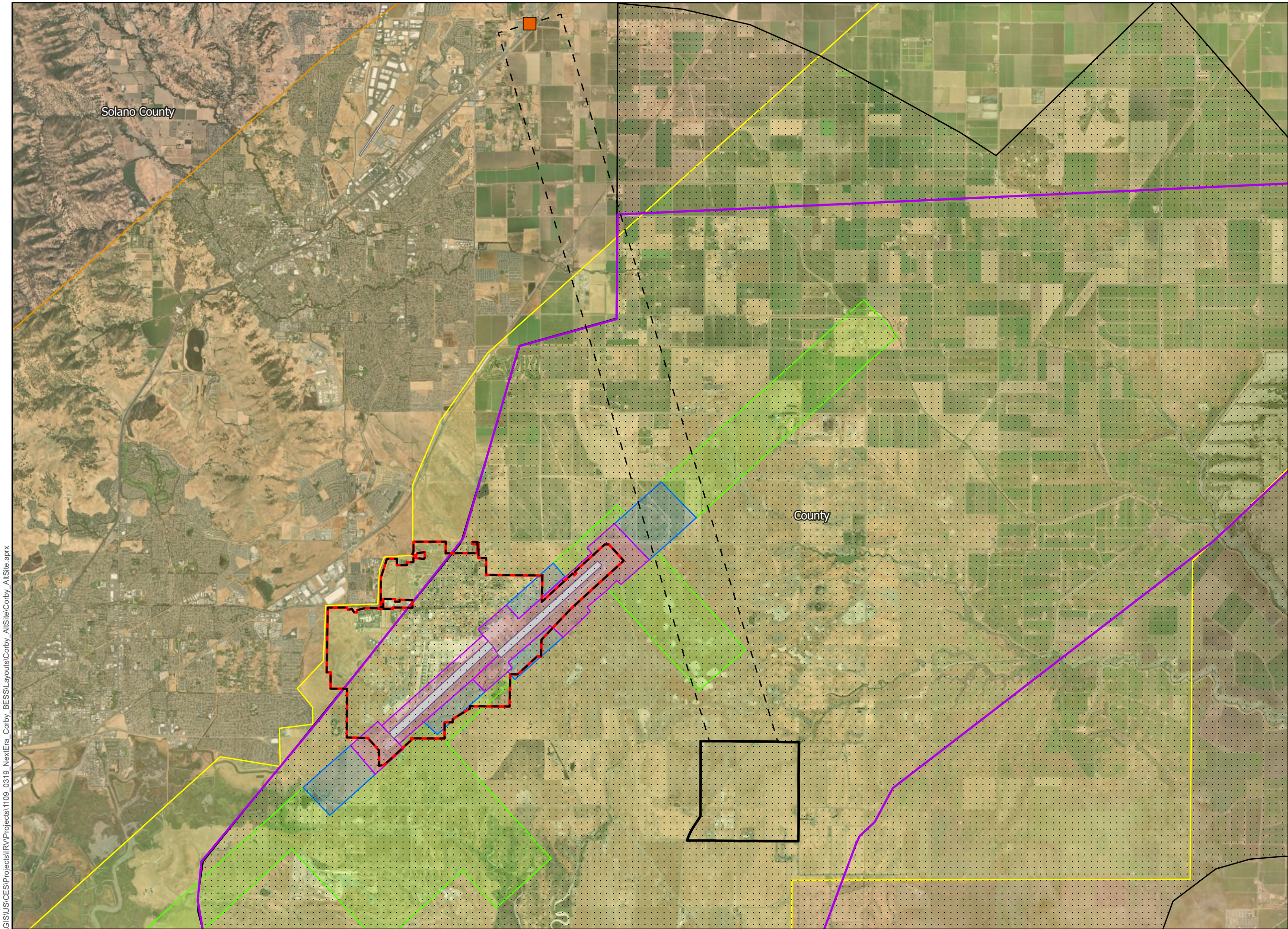


1:85,000 NAD 1983 StatePlane California II FIPS 0402 Feet

0 3 6 Miles

Source: ESRI, USDA NAIP, US CENSUS, BTS

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**NextEra Energy
Corby Battery Energy
Storage System Project**

**Figure 7-8: Airport
Land Use Compatibility**

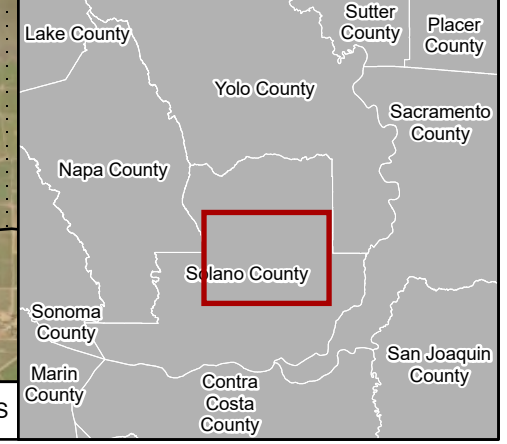
Solano County, CA

- Vaca-Dixon Substation
- Airport Runway
- Travis Air Force Base
- Low Altitude Maneuvering Zone
- Assault Landing Zone
- Proposed Features**
 - Alternative Site Gen-tie Corridor (1-mile)
 - Lambie Industrial Park
- Travis Air Force Base Compatibility Zones**
 - A
 - B1
 - B2
 - C
 - D
 - E

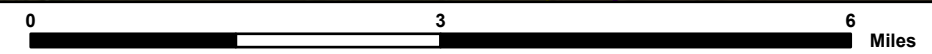


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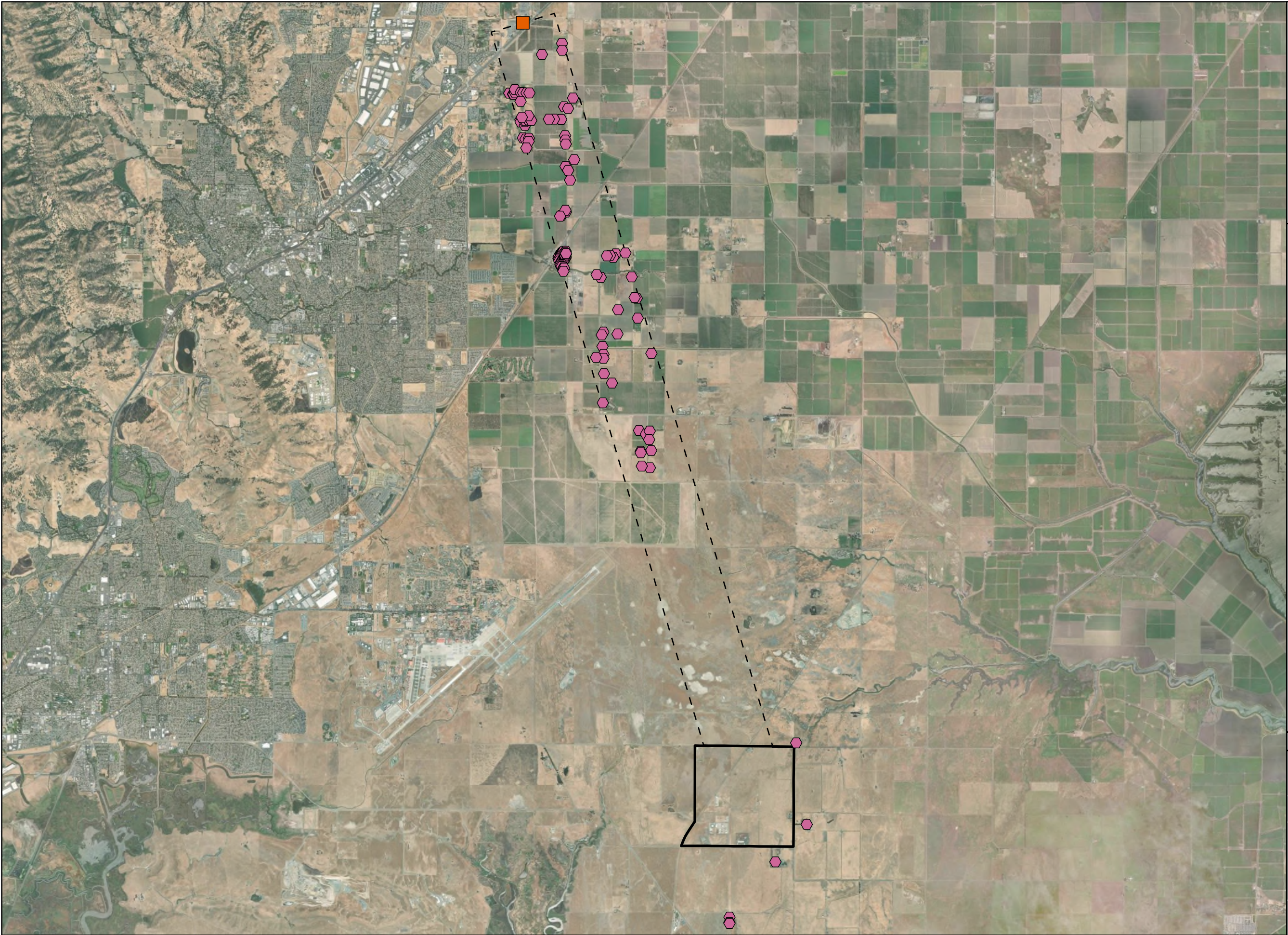


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Source: ESRI, USDA NAIP, US CENSUS, BTS

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**NextEra Energy
Corby Battery Energy
Storage System Project**

**Figure 7-9:
Sensitive Receptors**

Solano County, CA

-  Vaca-Dixon Substation
-  Sensitive Receptor

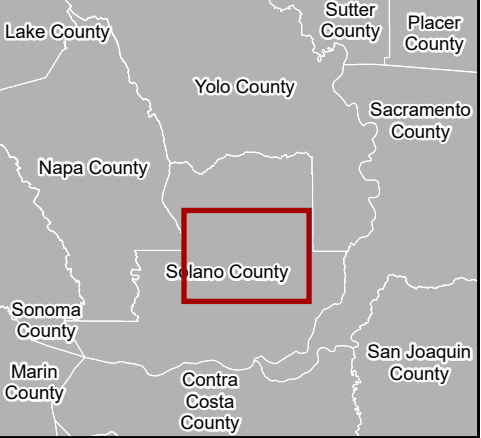
Proposed Features

-  Alternative Site Gen-tie Corridor (1-mile)
-  Lambie Industrial Park



NOT FOR CONSTRUCTION

Reference Map



1:89,000 NAD 1983 StatePlane California II FIPS 0402 Feet



Source: ESRI, USDA NAIP, US CENSUS, BTS

NextEra Energy
Corby Battery Energy
Storage System Project

Figure 7-10:
Aquatic Resources

Solano County, CA

■ Vaca-Dixon Substation

Proposed Features

— Alternative Site Gen-tie Corridor (1-mile)

▭ Lambie Industrial Park

National Hydrography Dataset

— Artificial Path

— Canal/Ditch

- - - Intermittent Stream/River

— Perennial Stream/River

National Wetland Inventory

■ Freshwater Emergent Wetland

■ Freshwater Forested/Shrub Wetland

■ Freshwater Pond

■ Riverine

FEMA Floodplain

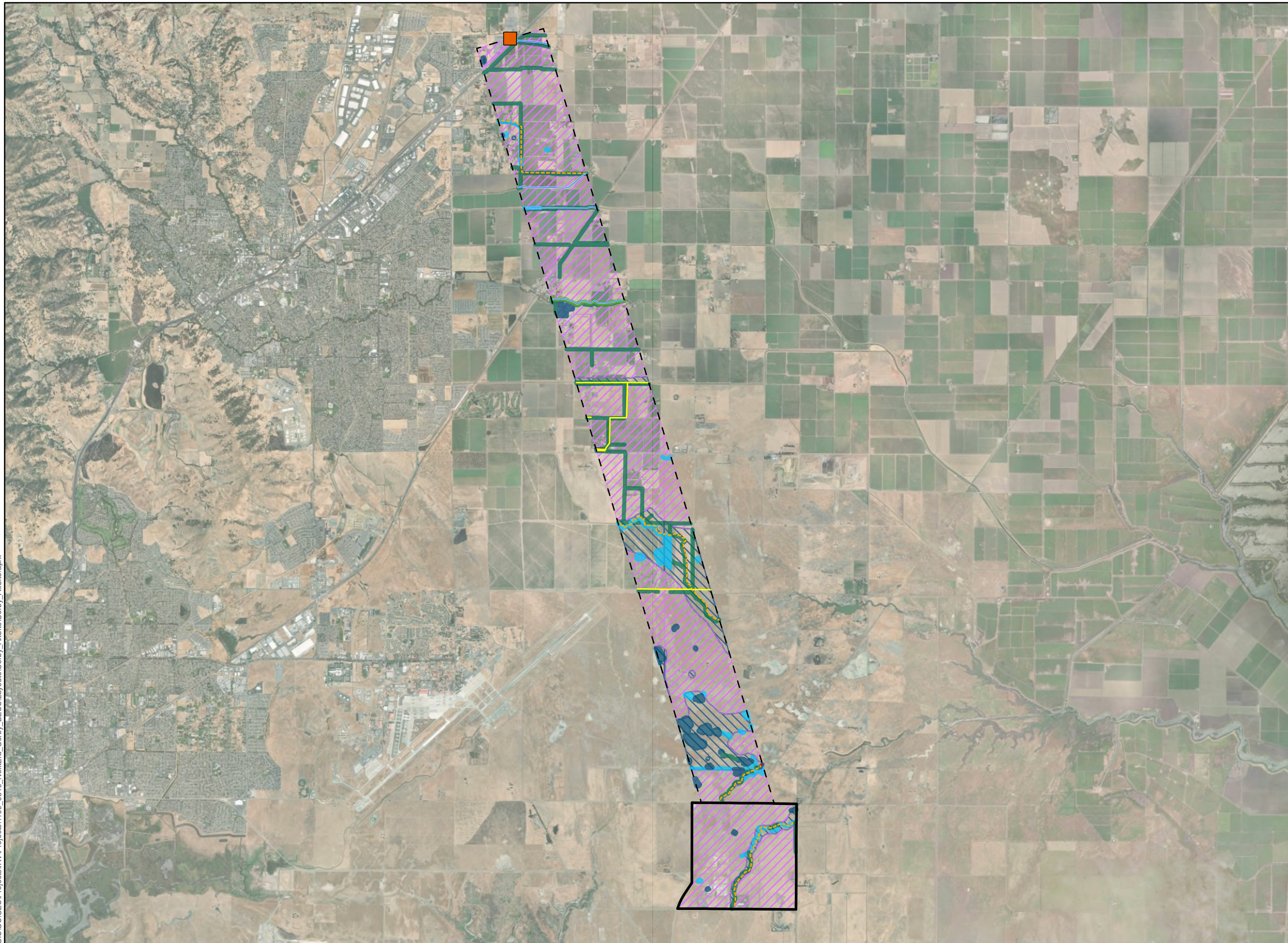
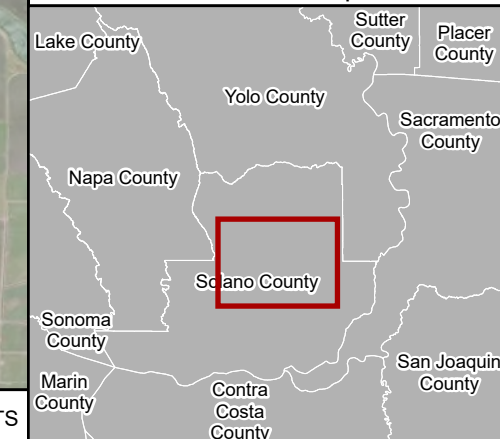
▨ 100-Year Floodplain

▨ 500-Year Floodplain



NOT FOR CONSTRUCTION

Reference Map



1:85,000 NAD 1983 StatePlane California II FIPS 0402 Feet

0 3 6 Miles

Source: ESRI, USDA NAIP, US CENSUS, BTS

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APPENDIX 3.4-A: DIXON FIRE DEPARTMENT COC WORKER SAFETY-7 COORDINATION

To: California Energy Commission
From: Doug Urry/Tetra Tech
Cc: Stephen Ahn/NextEra
Date: November 18, 2025
Subject: Corby Battery Energy Storage System Project Proposed Revisions to Condition of Certification Worker Safety-7

On May 23, 2025, North Bay Interconnect, LLC and Corby Energy Storage, LLC (Applicant) filed proposed revisions to Conditions of Certification WORKER SAFETY-7, 8 and 9 proposed by Staff in the Darden Clean Energy Project Revised Final Staff Assessment (TN 263053) (Darden Fire COCs). Subsequent to that filing, the Applicant has coordinated further with Dixon Fire Protection District (FPD) to discuss the proposed fire safety measures and has incorporated Dixon FPD input into the revised proposed Condition of Certification WORKER SAFETY-7 provided herein. The following items are attached:

- 1) Proposed revisions to WORKER SAFETY-7 (markups are relative to Darden WORKER SAFETY-7).
- 2) Email coordination with Dixon FPD confirming agreement with the proposed revisions to WORKER SAFETY-7, including attached information requested by Dixon FPD related to drone technology use for incident monitoring.
- 3) Meeting notes from a coordination call between the Applicant and Dixon FPD held on October 6, 2025.
- 4) Meeting notes from a coordination call between the Applicant and Dixon FPD held on September 18, 2025.

ATTACHMENTS

PROPOSED REVISIONS TO WORKER SAFETY-7

(Tracked edits shown are relative to the Darden COCs; further edits to the version filed on May 23, 2025 are included to incorporate feedback from Dixon Fire Protection District)

WORKER SAFETY-7 The project owner shall do the following at the BESS facility:

- a. Require that the lithium-ion batteries be shipped from the factory to the project site at a maximum of 30 percent State of Charge (SOC);
- b. Provide that fire lanes exist within the site down the length and width of the BESS units wide enough to allow for fire engine access in accordance with the more restrictive stringent of either California Fire Code Section 503 or Appendix D adopted by the Dixon Fire Protection District (FPD);
- c. Provide at least two gates into the BESS facility wide enough for emergency access, including Knox box access for DFPD and City of Vacaville Fire Department;
- d. Install remote fire or heat sensors at sufficient locations to cover the entire BESS facility (e.g., temperature sensors, thermal infrared, or other heat detection devices);
- e. Provide on-site hydrogen fluoride (HF) gas test strips at an approved location easily accessible to first responder personnel;
- ~~d.f.~~ Provide fire water tank with a capacity of 24,000 gallons and with fittings and connectors specified in accordance with NFPA 1142 to allow fire trucks to fill their tanks flow of at least 1,500 gallons per minute and coordinate with Dixon FPD to provide approved hard suction hose available at a location easily accessible to first responder personnel;
- e.g. Provide a method of video monitoring available to the Incident Commander in a Command and Control Center located at a safe distance from the BESS facility during an incident, utilizing technology with its own separate power supply and capable of operating in low-light conditions and providing coverage for the entire BESS facility (e.g. closed-circuit television [CCTV] cameras, remotely operated drone, or other approved method), so long as not inconsistent with or in

~~violation of FERC standards~~Install closed circuit television (CCTV) cameras with Pan, Tilt, Zoom (PTZ), and low-light capability that cover the entire area of the BESS and which would have their own separate power supply as long as not inconsistent or in violation of FERC standards;

~~f.h.~~Establish a Command and Control Protocol in accordance with the Emergency Response Plan for staff to perform emergency duties and responsibilities during the detection, initiation, and escalation of a BESS fire including access to the project owner's Renewable Operations Control Center 24/7 telephone number;

~~g.~~Establish remote telemetry and CCTV viewing available to the Incident Commander in a Command and Control Center located at a safe distance from the BESS facility for an Incident Commander to use, as long as not inconsistent or in violation of FERC standards;

~~h.i.~~Establish an annual joint training program with the Dixon FCFPD that includes table- top exercises for a BESS fire;

~~i.j.~~Within 10 business days of a fire-related safety incident at the BESS facility, the project owner shall provide copies to the Dixon FPD of any initial report provided to applicable regulatory agencies pursuant to CPUC GO 167-C related to the incident, with a follow-up report provided following completion of a root cause analysis; Provide copies of any information submitted to the CPUC pursuant to General Order 167 c Prepare and submit a Root Cause analysis of any incident at the BESS facility (including but not limited to fire, malfunction, leak, or thermal runaway of any cell, module, or unit) to the CPM;

~~j.k.~~Consult with the Dixon FCFPD in preparing the fire protection system specifications and drawings for the Control Enclosure Operations and Maintenance Building to ensure anadequate water supply for the fire suppression systems for the BESS facility as well as for occupied buildings; and

~~k.l.~~Implement the final provisions of CPUC GO 167-C.

Verification: At least 60 days prior to the start of construction, the project owner shall provide all the information required above (with the

exception of ~~jk~~) to the [Dixon FCFPD](#) for review and comment, to the [compliance project manager \(CPM\)](#) for review and approval, and to the [delegate chief building official \(DCBO\)](#) for plan check approval and construction inspection.

~~Within 10 days of an incident at the BESS facility (including but not limited to fire, malfunction, leak, or thermal runaway of any cell, module, or unit) the project owner shall notify the CPM of all compliance activities required by CPUC 167 c and provide any information submitted to the CPUC to the CPM that a Root Cause Analysis (RCA) is being prepared. The project owner shall work with the CPM to determine a submission date for the completed RCA. The RCA shall be submitted to the FCFPD for review and comment, and to the CPM for review and approval.~~

Explanations for the Proposed WS-7 COC Edits

(text edits below represent updates relative to the previous proposed revisions to WS-7 filed on May 23, 2025)

Section b, Fire Lanes

Section b. as currently written would require the Project to construct roads to each individual BESS unit wide enough to fit a fire engine. The site has been designed with fire access roads to permit overall safety and in accordance with [the more restrictive of either CFC Section 503 and Appendix D adopted by Dixon FPD. Dixon FPD confirmed during the 9/18/2025 and 10/6/2025 meetings that the proposed access road design meets the applicable code requirements.](#)

As discussed in more detail below, in practical application, during a thermal runaway incident, it is neither safe nor standard procedure for fire engines to approach a burning BESS unit. Instead, our emergency response plans advise allowing the BESS to burn and consume itself, while being monitored from a safe distance by first responders. This approach is recommended to ensure the safety of emergency personnel and is supported by established safety protocols.

For this reason, we have modified Section b. to require that the site roads comply with [the more stringent of CFC Section 503 or Appendix D adopted by the Dixon FPD.](#)

Section c, Emergency Access Gates

Based on discussion with Dixon FPD on 9/18/25, we are proposing to provide Knox box access to the facility for both Dixon FPD and City of Vacaville Fire Department, based on Dixon FPD's clarification that the City of Vacaville Fire Department currently has the station closest to the site and may respond to a future incident at the site under their mutual aid agreement.

Section d, Remote Heat Sensors

We agree that remote heat sensors in combination with other remote monitoring devices are an essential part of the fire prevention and response plans and consistent with NFPA 72. The purpose of the proposed modifications outlined above is to clarify that listing of thermal infrared in the condition does not mean that it is the only option for providing appropriate sensing devices.

The current design of the BESS includes a SCADA (Supervisory Control and Data Acquisition) System and BMS (Battery Management System) system. All detections are monitored continuously by our 24/7/365 remote operational control center. This setup guarantees real-time monitoring and immediate response to any fire or smoke incident, ensuring optimal safety and data available to the incident commander during an emergency event. In the event that the incident commander is not project owner personnel, the information will be provided to the incident commander by project owner personnel sufficiently trained to access the SCADA/BMS system remotely.

The BMS/SCADA: system includes the following features:

- Continuously monitors critical operating parameters such as voltage, current, and temperature.
- Detects anomalies providing early warning signs of potential battery failure.
- Rapidly disconnects any problematic battery to prevent escalation.
- Prior to operation, controls and monitoring mechanisms for all battery systems are established.
- Enables screening millions of data points per second to detect behavioral changes in batteries.
- Identifies slower changes that might suggest maintenance or replacement needs.

- It is equipped with combination smoke/fire and combustible gas monitoring tools to alert of events.
- Provides insights on risks before approaching any system with issues.

The systems also includes a human-machine interface (HMI) in the site control enclosure that provides significantly greater telemetry than would be obtained by a site fire panel, as it has access to the full fire alarm signaling as well as the status of the BESS, including voltage and temperatures. Each container is equipped with a horn and strobe that will activate in the event of smoke, fire, or gas detection, so it will be extremely easy to identify which container is experiencing the event and to monitor surrounding containers.

The CEC Staff cite as an example of the use of remote sensing devices by an incident commander in the response to the Elkhorn Tesla Megapack fire. An incident commander would be provided information by project owner personnel from the system through the control house or through a remote connection to the SCADA/BMS system and have real-time data available to respond to a fire at the Project.

Section e, Hydrogen Fluoride Test Strips

Based on discussion with Dixon FPD on 9/18/2025 and 10/6/2025, we are proposing to provide HF indicator test strips on site for emergency responder use, either within Knox boxes or another easily accessible location approved by Dixon FPD.

Section f, Fire Water Tank

We discussed the proposed 24,000-gallon fire water tank design and function with Dixon FPD on 9/18/2025 and 10/6/2025. Dixon FPD agreed with the design basis for the tank and advised that a 4.5-inch connection would need to be provided facing the street for fire department access and use. We are not proposing to provide pressurized tanks equipped with pumps providing active flow; the purpose of the tank would be for fire truck replenishment using on-board pumping to refill truck tankage. As discussed with Dixon FPD on 10/6/2025, the condition requires coordination with Dixon FPD to provide approved hard suction hose available at a location easily accessible to first responder personnel.

Sections ~~s~~ g and former section gi, CCTV and Remote Access

Applicant agrees to these requirements but has added language to the condition to provide a means of flexibility to achieve the intent of the requirements without prescribing the exact technology and method used to meet said requirements. Applicant's edits also combine the concepts previously identified in former Section g and ensure that ~~providing the CCTV and remote access~~the technologies and methods used would not be inconsistent with or violate FERC requirements ~~and that the information would be provided to an incident commander.~~

Section h, Command and Control Plan

This provision was modified to avoid confusion by ensuring that the Command and Control Plan is consistent with the Emergency Response Plan for the Project. The provision was further modified to reference NextEra's Remote Operations Command and Control Center (ROCC) based on discussions with Dixon FPD regarding first responder information access.

Sections jj and kl, Fire District Coordination

The modifications to these sections are ~~simply~~ to refer to the Dixon ~~FPD~~ire District instead of FCFPD and to refer to project-specific infrastructure (i.e., the control enclosure).

Sections j and ~~I-k~~, Root Cause Analysis

The ~~ese~~s sections ~~has~~ves been modified to be consistent with CPUC GO 167-~~Ce~~ to avoid any inconsistencies in reporting requirements. Section j was also modified to include a condition requiring the project owner to provide copies of fire-related safety reports prepared pursuant to CPUC GO 167-C to Dixon FPD.

Verification

The verification section was modified to be consistent with the modifications proposed to the requirements in the condition discussed above.

From: [Randy Shafer](#)
To: [Ahn, Stephen](#); [John Malone](#); [Adams, Josh](#); [Elizondo, Adrian](#); [Benson, Michael p](#); [Omercajic, Nadan](#); [Urry, Doug](#); [Harrison, Joe](#); [Esposito, Elisabeth L.](#); [Fire Marshal](#); [REDACTED]
Cc: [Andrew Reiwitch](#); [Leone, Christine](#)
Subject: Re: Corby BESS - Follow-up Call with Dixon Fire
Date: Thursday, November 6, 2025 4:14:09 PM
Attachments: [image001.png](#)
[Outlook-COLOR.png](#)

Some people who received this message don't often get email from rshafer@dixonfireca.gov. [Learn why this is important](#)

CAUTION: This email originated from an external sender. Verify the source before opening links or attachments.

No objections.

COLOR



RANDY SHAFER
DEPUTY FIRE CHIEF/
ACTING FIRE CHIEF
DIXON FIRE DEPARTMENT
205 Ford Way Dixon, CA 95620
[REDACTED]
[REDACTED]

From: Ahn, Stephen <[REDACTED]>
Sent: Tuesday, November 4, 2025 4:22 PM
To: John Malone <[REDACTED]>; Adams, Joshua <[REDACTED]>;
Elizondo ramirez, Adrian <[REDACTED]>; Benson, Michael
<[REDACTED]>; Omercajic, Nadan
<[REDACTED]>; Urry, Doug <[REDACTED]>; Harrison, Joe
<[REDACTED]>; Esposito, Elisabeth L. <[REDACTED]>; Randy Shafer
<[REDACTED]>; Fire Marshal <[REDACTED]>;
[REDACTED];
[REDACTED]; Morley, Ricardo
<[REDACTED]>
Cc: Andrew Reiwitch <[REDACTED]>; Leone, Christine
<[REDACTED]>
Subject: RE: Corby BESS - Follow-up Call with Dixon Fire

Thank you, Chief Shafer. If there are no objections, we will get these docketed.

Stephen Ahn | *Project Director*
NextEra Energy Resources

Mobile: + [REDACTED]

From: John Malone [REDACTED] >

Sent: Tuesday, November 4, 2025 6:35 PM

To: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Cc: Andrew Reiwitch [REDACTED]

Subject: Re: Corby BESS - Follow-up Call with Dixon Fire

Perfect. Thank you.

John Malone
Retired Annuitant
Fire Prevention
Dixon Fire Department

From: Adams, Joshua [REDACTED]

Sent: Tuesday, November 4, 2025 3:33 PM

To: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Subject: RE: Corby BESS - Follow-up Call with Dixon Fire

Good afternoon Chief Malone,

While there may not have been specific references to UL9540 or 9540A in the most recent materials provided, there are references to NFPA 855 and CFC elsewhere. Both NFPA 855 and CFC inherently include requirements/references for listing to UL9540 (855 §4.6.1 & CFC §1207.3.1) and testing to UL9540A (855 §9.1.5 & CFC §1207.1.5).

Thus, while perhaps not specifically referenced, there are most certainly requirements in place for UL9540 and UL9540A.

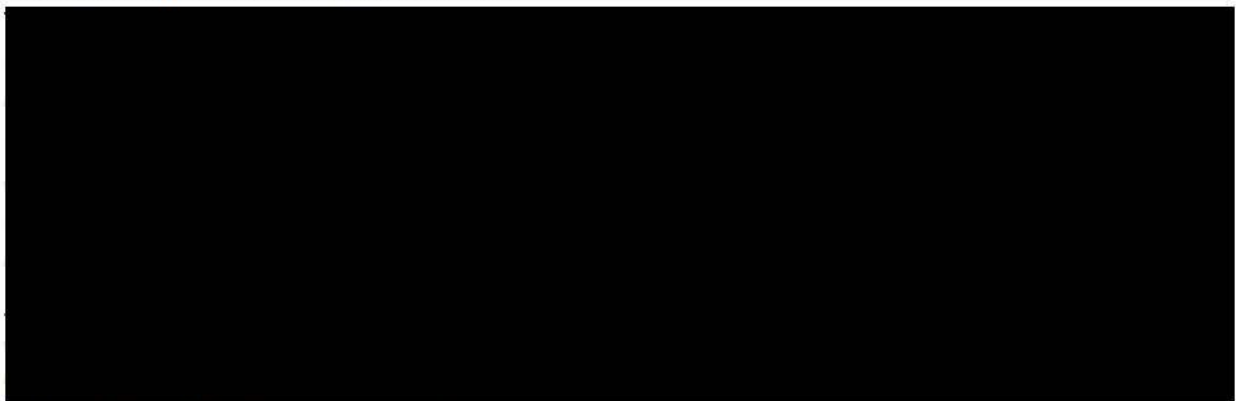
Best,

Josh Adams
ESS Engineering Manager



From: John Malone [REDACTED] >

Sent: Tuesday, November 4, 2025 2:06 PM



Subject: Re: Corby BESS - Follow-up Call with Dixon Fire

Good Afternoon,

I have a quick question regarding the materials. I may have overlooked it, but I'm not seeing any reference to UL 9540 or UL 9540A. Could you confirm if these requirements are included, or did I miss them?

Thank you,

John Malone
Retired Annuitant
Fire Prevention
Dixon Fire Department

From: Ahn, Stephen [REDACTED]

Sent: Tuesday, November 4, 2025 8:07 AM



[REDACTED]

Subject: RE: Corby BESS - Follow-up Call with Dixon Fire

Hi Chief Shafer,

I hope you had a pleasant conference last week. Please let me know if you have any comments or questions on the materials (reattached for your convenience). We are happy to schedule another call if you would like to discuss the changes or simply concur with the revisions to the COCs and the meeting notes.

Stephen Ahn | *Project Director*

NextEra Energy Resources

Mobile: [REDACTED]

From: Ahn, Stephen

Sent: Monday, October 27, 2025 3:22 PM

[REDACTED]

Subject: RE: Corby BESS - Follow-up Call with Dixon Fire

Hi Chief Shafer, Chief Malone, and Bureau Veritas team –

Thank you again for taking the time to meet with us on October 6th to provide further feedback on the conditions of certification (COCs) for the Corby project related to fire / worker safety.

Attached for your review are notes from our last meeting and revisions to the proposed COCs that respond to all the outstanding feedback you provided. I have also attached several helpful resources from the Skydio team regarding drone use in lieu of CCTV.

I would appreciate it if you could please let me know whether you concur with the revisions to the COCs and the notes, or whether you would like to schedule another call to go over them. Once the

COCs and notes accurately reflect our discussion, we will docket them with the CEC.

- X10 Drone Data Sheet
- Dock for X10 Data Sheet
- Dock for X10 Maintenance & Repair Services – Skydio provides end-to-end services for the dock solution (excluding piloting, which is handled by FPLAir).
- Short video of Dock for X10 - <https://www.skydio.com/dock>
- Skydio Resources (Utilities Filter): <https://www.skydio.com/resources>

If you would like to see the solution in action, we would be happy to help coordinate a live demonstration.

Stephen Ahn | *Project Director*

NextEra Energy Resources

Mobile: +1 [REDACTED]

-----Original Appointment-----

From: Ahn, Stephen

Sent: Thursday, September 18, 2025 5:33 PM

To: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Cc: Andrew Reiwitch

Subject: Corby BESS - Follow-up Call with Dixon Fire

When: Monday, October 6, 2025 12:30 PM-1:30 PM (UTC-05:00) Eastern Time (US & Canada).

Where: Microsoft Teams Meeting

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 250 647 800 149 6

Passcode: ZF6ui2cF

Dial in by phone

[+1 786-633-4199](tel:+1786-633-4199), [298600639#](tel:+1298-600-639) United States, Miami

[Find a local number](#)

Phone conference ID: 298 600 639#

Join on a video conferencing device



Breakthrough AI meets best-in-class data capture. All on a modular airframe that fits in a backpack.

You've never seen like this before.

Get the critical data you need wherever and whenever you need it with the groundbreaking Skydio X10. Featuring more megapixels and better optics than any drone its size, X10 offers unrivaled onboard computing power that enables you to automate complex data capturing missions—even in GPS-denied or high EMI environments. With the X10's class-leading cameras, you'll never miss another important detail again.

You've never flown like this before.

Piloting X10 is simple, thanks to its industry-leading autonomy, and advanced AI. And with Skydio NightSense mode, X10 can navigate autonomously in the dark. An industry first. You can also fly X10 from your browser, and hand over control to an offsite pilot any time with Skydio Remote Flight Deck.

40 min

Max flight time.

<40 sec

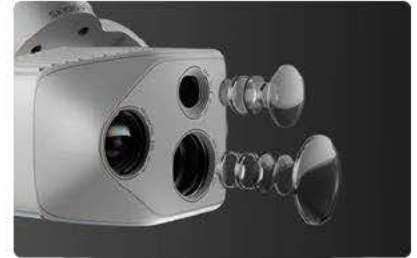
Deployment time.

IP55

Certified against dust and water.

45 mph

Max flight speed.



Visionary cameras.

- 64 MP narrow
- 48 MP telephoto
- 50 MP wide with LED flashlight
- Teledyne FLIR Boson+ thermal sensor



Onboard AI.

- Six custom 32MP navigation cameras
- NVIDIA Jetson Orin GPU
- 360-degree visibility
- Autonomous flight, day or night



Ready for anything, anytime, anywhere.

- Under 4.7 pounds
- Open, modular platform
- 5G cellular connectivity

Technical Specs

Aircraft



Startup Time	Under 40 seconds
Dimensions (unfolded, propellers)	31.1" x 25.6" x 5.7"
Dimensions (folded)	13.8" x 6.5" x 4.7"
Weight (including batteries)	Connect SL: 2.11 kg / 4.65 lbs Connect SL + 5G: 2.14 kg / 4.72 lbs
Max Hover Time	35 minutes
Max Flight Time	40 minutes
Processors	NVIDIA Jetson Orin SoC
Ingress Protection Rating	IP55
Operational Temperature Range	-20 °C to +45 °C / -4 °F to 113 °F
Wireless Range (no interference, line of sight operation)	Connect SL: 12 km / 7.5 miles Connect 5G: Unlimited (wherever cellular coverage is available)
Wireless Networking	Connect SL: WiFi6 Connect 5G: Cellular LTE/5G
Obstacle Avoidance Coverage	True °360



Controller

Controller Dimensions	10.5" x 5" x 3"
Screen	6.6" dynamic AMOLED touchscreen 120 Hz adaptive refresh rate Resolution: 2340 x 1080 pixels Brightness: 1750 nits (outdoor peak) Pixel density: 392 ppi
Weight	1.14 kg / 2.50 lbs
Max Range*	Connect SL: 12 km / 7.5 miles Connect 5G: Unlimited
Operating Frequency	Connect SL: 2400-2483.5 MHz / 5150-5850 MHz Connect 5G: 600 MHz-4400 MHz
Ingress Protection Rating	IP54
Wired Outputs	HDMI (type A) & USB-C
Wireless Networking	WiFi6, Cellular LTE/5G

Contact sales@skydio.com today to learn more about Skydio X10, Remote Ops and Regulatory Services.

Telephoto Camera

Sensor	Sony IMX586-K, 1/2", 48 MP, CMOS
Diagonal Field of View	13°
Focal Length	35 mm (190 mm equivalent)
Max Video Resolution	3840 x 2880
Aperture	f/2.2

Wide Camera

Sensor	Sony IMX989, 1", 50.3 MP, CMOS
Diagonal Field of View	93°
Focal Length	8 mm (20 mm equivalent)
Max Video Resolution	3840 x 2880
Aperture	f/1.95

Narrow Camera

Sensor	Sony IMX686, 1/1.7", 64 MP, CMOS
Diagonal Field of View	50°
Focal Length	10 mm (46 mm equivalent)
Max Video Resolution	3840 x 2880
Aperture	f/1.8

Thermal Camera

Thermal Imager	Teledyne FLIR Boson+ Uncooled VOx Microbolometer
Diagonal Field of View	41°
Focal Length	13.6 mm (60 mm equivalent)
Aperture	f/1.0
Thermal Sensitivity	<30 mK NEDT
Infrared Temperature Measurement Accuracy	larger of ± 5 °C or 5%
Max Video Resolution	640 x 512
Temperature Measurement Method	Spot Meter, Area Measurement
Palette	White Hot, Black Hot, Iron Bow, Rainbow

Dock for X10



Enter a new era of autonomous work.

Position docked drones where the work happens, remotely operate them from anywhere in the world, and get the data your teams need to act; from real-time situational awareness to pre-planned asset inspections.

Built for reliability in challenging environments.

Dock for X10 is built to withstand harsh weather related challenges like rain, snow, wind, scorching heat, and freezing cold. Your X10 drone will be ready to fly as soon as conditions allow.

20 sec

Time to get airborne.

24/7

Continuous operation,
day or night.

-4 to 122 F

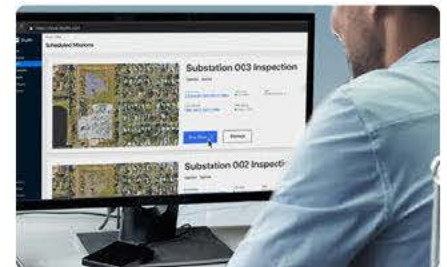
Safely operate in extreme
temperatures.

5G

Unlimited Flight Range.¹

Operate Beyond Visual Line of Sight (BVLOS).

Dock for X10's built-in weather sensors and ADS-B (aircraft position transmitter) combined with Skydio X10's world leading autonomy provide the Remote Pilot in Command (RPIC) with an accurate picture of both the airspace and conditions on the ground — even when nobody is onsite.²



Command your fleet.

Remotely operate entire fleets of drones with a detailed picture of the operating area.



Fly with unlimited range.

Skydio Connect Fusion lets drones instantly switch between a point-to-point connection to the dock and 5G connection for unlimited range.¹



Work safely.

Enterprise-grade safety features let you conduct pre-flight checks remotely, customize surround lighting, and set audible alerts.

Technical Specs

Dock for X10

Launch / Land Winds	Up to 12 m/s (27 mph)
Operational Temperature	-20° to 50 °C / -4° to 122 °F
Standby Temperature	-40° to 60 °C / -40° to 140 °F
Dock Dimensions	34.1" L x 37.7" W x 55.5" H (with base)
Dock Weight	240 lbs (with base)
Ingress Protection (Roof Open)	IP54
Ingress Protection (Roof Closed)	IP56
Battery Charge Time	15% to 95% within 35 minutes at 25 °C
Service Life	5 years with minor service conducted (Estimated at 3 flights/day avg)
Corrosion Resistance	Designed to operate in humid environments, outside of direct saltwater splash zone
Rain and Snow Limitations	X10 operational capability: 0.25"/hr (light-moderate), Dock Standby: 4"/hr (Heavy)
Input/Output	2x POE RJ45 (30W, 48V), 1x USB3.0 (5W, 5V)
220V Power Requirement	Recommended below 0 °C
Onboard Storage	512GB (Non-removable, for media sync purposes only)
Launch Time	Airborne in 20 seconds

X10 Aircraft

Dimensions (unfolded, propellers)	31.1" x 25.6" x 5.7"
Dimensions (folded)	13.8" x 6.5" x 4.7"
Weight (including batteries)	Connect SL: 2.11 kg / 4.65 lbs Connect SL + 5G: 2.14 kg / 4.72 lbs
Max Hover Time	35 minutes
Max Flight Time	40 minutes
Processors	NVIDIA Jetson Orin SoC
Ingress Protection Rating	IP55
Operational Temperature Range	-20 °C to 45 °C / -4 °F to 113 °F
Wireless Range (no interference, line of sight operation)	Urban: 1-2 km (0.6-1.2 miles) Suburban: 2-6 km (1.2-3.7 miles) Rural: 6-12 km (3.7-7.5 miles) Max: 12 km (7.5 miles) Connect 5G: Unlimited (wherever cellular coverage is available)
Wireless Networking (media offload)	Connect SL: WiFi6 Connect 5G: Cellular LTE/5G
Obstacle Avoidance Coverage	True °360



Meeting Notes

Date: 10/06/2025

Attendees:	Dixon Fire Protection District (DFPD) • Chief Randy Shafer • Andrew Reiwitch (Bureau Veritas (BV))	NextEra • Stephen Ahn • Josh Adams • Adrian Elizondo • Ricardo Morley • Nadan Omercajic • Elisabeth Esposito/Brownstein Hyatt Farber Schreck • Doug Urry/Tetra Tech • Joe Harrison/Tetra Tech
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Subject: *Corby Battery Energy Storage System Project Fire Protection Follow-up Discussion*

Elisabeth Esposito: Purpose of meeting is to discuss and obtain DFPD concurrence on revisions to proposed Conditions of Certification (COCs) related to fire/worker safety that were made based on the previous meeting with DFPD on 9/18/25 and after internal review by the NextEra team. Stephen Ahn forwarded these proposed edits to the attendees on 10/3/25.

WS-7a: No changes from prior version.

WS-7b: Chief Shafer and Andrew Reiwitch agreed with newly proposed language requiring fire lanes in accordance with California Fire Code (CFC) Section 503 or Appendix D adopted by DFPD, as long as the condition specifies that the requirement is compliance with the “more restrictive” of either Section 503 or Appendix D, given that Appendix D is more restrictive than CFC Section 503. Language is somewhat redundant, but clarifies that local more restrictive requirements are in addition to the general CFC Section 503 requirement. NextEra team agreed with and implemented the edit (adding “the more restrictive of either” to the condition).

WS-7c: NextEra proposed this new condition language per the prior 9/18/25 meeting. The condition now requires that Knox box access will be provided for both DFPD and City of Vacaville Fire Department (FD). DFPD agreed with the language.

WS-7d: No changes from prior version.

WS-7e: NextEra proposed this condition requiring that hydrogen fluoride (HF) gas test strips be provided at an on-site location easily accessible to first responder personnel per the 9/18/25 meeting. Chief Schafer confirmed the draft condition meets the intent of previous discussion. Andrew Reiwitch asked about the proposed location of storage. Josh Adams suggested the potential for storage in the Knox box. DFPD team explained that other agencies in addition to DFPD and City of Vacaville FD may respond to larger incidents; therefore, the parties may need to explore options for providing a sufficient quantity of strips for various responding agencies. DFPD agreed the details could be worked out later when they “approve” the HF test strip storage location. NextEra team agreed to edit the proposed condition to refer to “an approved” location for storage of the HF test strips.

WS-7f: As discussed on 9/18/25, the proposed updated language is intended to clarify tank capacity, with fittings and connectors in accordance with NFPA 1142. Andrew Reiwitch discussed need for hard suction lines to allow water to be drawn instead of being pressurized. DFPD carries hard suction lines, but City of Vacaville FD does not. Chief Shafer recommends keeping hard suction system on site for various responding agencies. Andrew Reiwitch recommends listing the hard suction requirement in the condition, but not prescribing detailed specifications (e.g., two metal sleeves of specific length with padlocks, etc.). NextEra agreed that it can provide hard suction hoses on site and will draft further proposed condition language for DFPD review.

WS-7g: NextEra has suggested edits to this condition based on internal discussion. NextEra recommends rewording based on the intent of the condition (ability to monitor the site during an incident). The prior language is very prescriptive (requiring a CCTV system), however there may be other approaches (e.g., drone use) that meet the intent of the condition and provide benefits as compared to CCTV. Andrew Reiwitch noted that drone monitoring is an active process (e.g., requiring personnel to launch and operate and could require waiting for availability). In contrast, CCTV would be passive, not requiring personnel actions during incident (e.g., cameras would provide real-time monitoring for visual observation from beginning of the event). Josh Adams explained that CCTV access will require personnel that are trained/authorized to access. Under the proposal to use a drone for monitoring, a drone would be staged on site and could be operated remotely providing real-time information during the initial stages of an event. Andrew Reiwitch asked for examples of where this has been employed, including any reports on drone O&M process, inspections, use reports, etc. to evaluate effectiveness. NextEra agreed to research and provide any available information from other sites with active on-site drone use for DFPD review.

WS-7 h and i: No changes from the previous call.

WS-7j: Changes were made to clarify that copies of fire-related safety incident reports would be provided to DFPD within 10 business days of the incident. Chief Shafer agreed that 10 business days is reasonable for complex reports. Andrew Reiwitch recommended language indicating that the “initial report” would be provided in 10 business days, and the follow up thorough root-cause analysis may take longer. NextEra agreed and edited condition to reflect that any “initial report” would be provided to DFPD within 10 business days, “with a follow-up report provided following completion of a root cause analysis.”

WS-7 k and l: No changes from the previous call.

Ricardo Morely: Provided introduction to DFPD team. Ricardo will be developing operational training curriculum for first responders, including DFPD. Ricardo will provide contact information to Chief Shafer to coordinate with DFPD (and other potential responding agencies) on training.

Andrew Reiwitch and Chief Shafer confirmed they don’t have additional questions or input. NextEra will update the language based on this call and provide for DFPD review, along with the requested drone use documentation. Once the language is agreed upon, NextEra will docket the revised COC language and meeting notes with CEC.

Meeting Notes

Date: 9/18/2025

Attendees:	Dixon Fire Protection District (DFPD) • Chief Randy Shafer • Chief John Malone • Andrew Reiwitch (Bureau Veritas (BV)) • Gregory Ledesma (BV)	NextEra • Stephen Ahn • Josh Adams • Adrian Elizondo • Michael Benson • Scott Galati/DayZen • Elisabeth Esposito/Brownstein Hyatt Farber Schreck • Doug Urry/Tetra Tech • Joe Harrison/Tetra Tech
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Subject: *Corby Battery Energy Storage System Project Fire Protection*

Scott Galati: The purpose of the meeting is to discuss and obtain DFPD concurrence on proposed conditions of certification (COCs) related to fire/worker safety. Proposed agenda/topics including: fire water tank, hydrogen fluoride (HF), first responder information/panel, site access.

Chief Shafer: Clarified that Chief Malone was the Fire Marshall at beginning of the Corby project discussions and is now back for few months to support. Bureau Veritas is now the contract Fire Marshall. DFPD agreed with the proposed agenda and didn't have any topics to add.

Fire Water Tank/Flow rate:

Josh Adams: Described proposed approach consists of 24,000-gal tank with compatible fittings to refill DFPD trucks. Clarified that proposal does not include pressurized tanks equipped with pumps providing active flow.

Chief Malone: Asked whether NextEra followed DFPD tank standards? These standards require a minimum tank size. Connection needs to be on street side. DFPD requires 4.5" connection.

Josh Adams: Confirmed that NextEra referenced the NFPA 1142 and 22 codes as the design basis (consistent with California Fire Code (CFC)).

Chief Malone: Confirmed the design basis is correct.

Hydrogen Fluoride (HF):

Scott Galati: Began conversation requesting clarification whether DFPD's request is to be equipped with personal protective equipment (PPE) for potential HF exposure.

Chief Malone: Stated that DFPD's request is not for additional PPE specifically for HF exposure. Rather, DFPD recommends that HF measurement strips (which can be affixed to existing PPE) be made available in the Knox box or at another easily accessible location for any emergency responders to have access to.

Josh Adams: Confirmed that test strips are the best available technical approach for measuring airborne HF and agreed that the relevant COC could be amended to reflect a requirement to provide HF test strips.

Chief Shafer: Currently Vacaville FD has the closest station to site. DFPD will have a new station that will be closest in future.

Chief Malone: Knox box access should be provided to both agencies (they use different keys).

Josh Adams: Confirmed that Knox box access can be provided to both DFPD and City of Vacaville FD.

Meeting Notes

Josh Adams: Highlighted the applicant's proposal to provide annual training to first responders.
Chiefs Shafer/Malone: Agreed with training proposal.

Light board/first responder information:

Scott Galati: Introduced topic – DFPD has requested a mechanism to enable first responders to quickly identify the container experiencing an issue, in the event of emergency response.

Josh Adams: The design includes two such mechanisms. First, once first responders are on site, a horn and strobe is located on each battery container to alert first responders to the location of the problem. Second, prior to arriving on site, first responders will have access to call NextEra's Renewable Operations Control Center (ROCC), which will provide first responders with real-time information on the incident. As further background, the system includes BESS containers, each with localized fire panel. Communicates with BMS, then EMS (in substation control house). The control House includes fire telemetry panel and BMS/EMS information, available through HMI. The HMI has access to all the BMS/EMS data well above that available in a central fire panel, including fire panel status/alarms, cell/module voltages, current, and temperatures. Offsite ROCC has all the data (and is manned by at least 10 people 24/7).

Chief Shafer: agreed this system meets DFPD requirements.

Access requirements/CFC Section 503:

Adrian Elizondo: NextEra reviewed Section 503 and the local (DFPD) amendment (adopting Appendix D). Project will have an all-weather surface w/hard packed road base and Terragrid stabilizing material capable of supporting 75,000 pounds. Minimum road width requirement is 20 feet; the project will have 24-ft roads. Designed turning radius meets standards. Project includes 2 site access points to BESS, plus 3rd for substation yard.

Andrew Reiwitch: He is not aware of any additional requirements, based on reviewing City of Dixon Code.

Scott: NextEra will update proposed COC to reference local code, in addition to CFC Section 503.

Chief Malone: Recommends adding "any local amendments to 503 or appendices" to capture all local requirements regardless of jurisdiction.

Scott Galati: Asked if there are any other issues or questions that DFPD would like to discuss.

Confirmed that next steps would be to provide DFPD with revised draft COCs consistent with today's discussion for DFPD's final concurrence.

Chief Shafer, Chief Malone, Andrew Reiwitch: each confirmed they had no additional discussion items.

APPENDIX 4.2-A: SLT LAND TRUST ACCREDITATION

LAND TRUST ACCREDITATION COMMISSION

An independent program of the Land Trust Alliance

June 23, 2025

Tracy Ellison
Solano Land Trust
198 Dobbins Street
Vacaville, CA 95688

Dear Ms. Ellison:

In response to your inquiry, I am pleased to confirm that Solano Land Trust received its accreditation in July 2013 and was awarded renewal accreditation in February 2019 and December 2024. Please note that Solano Land Trust will continue to be an accredited land trust during its next application cycle which is anticipated to be completed in 2030.

Please contact me at 518-587-3143 if any additional information is required.

Sincerely,



Jennifer Brady-Connor
Associate Program Director



The accreditation seal is awarded to land trusts meeting the highest national standards for excellence and conservation permanence.

36 Phila Street · Suite 2
Saratoga Springs, NY 12866-3302
518.587.3143 · www.landtrustaccreditation.org

**Solano Land Trust
Summary of Findings
12/11/2024**

Congratulations! Solano Land Trust has been awarded renewed accreditation by the Land Trust Accreditation Commission. Accreditation is a mark of distinction, recognizing land trusts that meet the national quality standards established by the land conservation community. Your new term of accreditation runs through 12/10/2029.

Commendations

Solano Land Trust has made an extraordinary commitment to excellence, trust, and permanence in land conservation. The Commission especially commends Solano Land Trust for its Project Selection Criteria and Public Benefit Determination* and would like to share them with the Land Trust Alliance for inclusion in its digital library, The Resource Center.

Our confidentiality policy prohibits us from sharing applicant information without permission. If you are willing to allow us to share the Project Selection Criteria and Public Benefit Determination, please sign the "Document Release for Publication" and send a blank template to Valerie Roof at vroof@landtrustaccreditation.org. We will not share the document unless we have your written permission and template document.

Document Release for Publication

The Land Trust Accreditation Commission has permission to share the commended document(s) with accredited land trusts and with the Land Trust Alliance for The Learning Center.

_Steve Pressley_____

Printed Name

Steve Pressley

Signature

Solano Land Trust

_Board President_____

Title

_12-18-202_____

Date

The *Requirements Manual*, Your Key to Continued Compliance and Improvement

Solano Land Trust must abide by the Accreditation Agreement it submitted with its application, which includes demonstrating continued compliance with the accreditation program requirements. The *Requirements Manual* is your key to understanding those requirements. Solano Land Trust has the responsibility to stay aware of and implement new requirements over its accredited term. The Commission staff members are a great resource if

you have any questions about the requirements or how they apply to a specific situation over your accredited term.

Expectations for Improvement

Solano Land Trust was awarded renewed accreditation with the expectation(s) for improvement below because the application materials did not show that the organization fully met one or more of the accreditation requirements. Solano Land Trust is expected to implement any expectation(s) for improvement as soon as possible and will need to document in its next renewal application how each applicable item was met. Completing your next renewal application will be easier if you start collecting the documentation now and refer to the *Requirements Manual*. If you have any questions about why Solano Land Trust received expectation(s) for improvement or how it can document it met each, please contact Commission staff.

 *Solano Land Trust must do the following over its entire accredited term.*

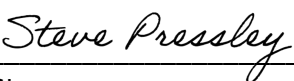
1. Strengthen recordkeeping systems to ensure that original records retained electronically are kept generally secure and protected from damage or loss (such as accidental deletion) ^[Element 9G3]

Solano Land Trust Acknowledgement

Please have your board chair (or equivalent officer) sign below acknowledging that the organization has received and understands this expectation for improvement and responsibilities for continued compliance.

_Steve Pressley_____

Printed Name

_____

Signature

Solano Land Trust

_Board President_____

Title

12-18-2024_____

Date

APPENDIX 4.2-B: SLT EXAMPLE RECORDED DEED OF CONSERVATION EASEMENT

Glenn Zook

9:53:53 AM

Assessor/Recorder

AR90

06

RECORDING REQUESTED BY:

eRecording Partners Network (ePN)
Placer Title Company
Branch Number: 501

ES-EPN

Doc # 202600024738



Titles: 1 Pages: 38

Fees \$124.00

Taxes \$663.30

SB2 Fee \$0.00

Other \$0.00

Paid \$787.30

WHEN RECORDED MAIL TO:

Solano Land Trust
Attn: Nicole Braddock, Executive Director
198 Dobbins Street, Ste. A
Vacaville, CA 95688

Order No: P-686997

APN: 0143-170-100 (portion)

Deed of Conservation Easement

(Please fill in document title(s) on this line)

- ☒ Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
- ☐ Exempt from fee per GC27388.1(a)(1) due to the maximum fees being paid on documents in this transaction, or,
- ☐ Partially exempt from fee per GC27388.1(a)(1). Only \$75.00 to be charged as \$150.00 in fees has been paid on documents recorded immediately prior hereto or,
- ☐ Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
- ☐ Exempt from the fee per GC27388.1(a) (1); Not related to real property, or,
- ☐ Exempt from fee under GC27388.1(a)(1) for the following reasons:

NOTE: The following exemptions may not be acceptable for use in all counties:

- ☐ Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on (date) as document number of Official Records, or,
- ☐ Exempt from fee per GC27388.a due to the maximum fees having been paid on documents in the transaction(s) recorded previously on (date) as document number(s) of Official Records, or,
- ☐ Partially exempt from fee per GC27388.1. Only \$75.00 to be charged as \$150.00 in fees having been paid on documents in this transaction(s) recorded previously on (date) as document number(s) of Official Records, or,
- ☐ Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on (date) as document number(s).

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION

(Additional recording fee applies)

RECORDING REQUESTED BY

Placer Title Company

WHEN RECORDED MAIL TO:

Solano Land Trust
Attn: Nicole Braddock, Executive Director
198 Dobbins Street, Ste. A
Vacaville, CA 95688

Order Number: P-686997

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE

Deed Of Conservation Easement

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$663.30 City Transfer Tax: \$0.00

(X) Unincorporated Area () City of

(X) Computed on full value of property conveyed, or

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

Recording requested by:

Solano Land Trust
Attn: Nicole Braddock, Executive Director
198 Dobbins St., Suite A
Vacaville, CA 95688

Solano County APN: 0143-170-100 (portion)

(Space above for Recorder's use only)

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement" or "Easement") is granted this 22nd day of May, 2026 ("Effective Date"), KEVIN SIMONIS AND CATIE SIMONIS, husband and wife as community property with right of survivorship (collectively, "Landowner"), to SOLANO LAND TRUST, a California nonprofit public benefit corporation ("Steward").

RECITALS

A. Landowner is the sole owner of the entire fee simple interest of certain real property in Solano County, California, legally described in Exhibit A, attached hereto and incorporated herein by this reference, which consists of approximately 94.28 acres of land, identified as Solano County APN 0143-170-100, together with certain roads and other improvements, and known commonly as "KC Farming property on Hwy 113 and Maine Prairie Road" (the "Entire Property"). Landowner intends to convey this Conservation Easement over an approximately 84-acre portion of the Entire Property, legally described in Exhibit A-1, attached hereto and incorporated herein by this reference (the "Easement Area"); the parties acknowledge and agree that the portion of the Entire Property outside the Easement Area is not subject to the terms of this Easement, except as otherwise expressly provided herein.

B. The Easement Area consists primarily of productive agricultural land. The Easement Area is well endowed with the characteristics required for productive agriculture, i.e., fertile soils, excellent climate, and a long growing season. Agricultural water is supplied by an agricultural well. There are no existing buildings or improvements on the Easement Area as of the date of this Easement other than a barn, agricultural well, and a fence encompassing the Easement Area, each as further described in the Baseline Report (as defined below) and depicted on the Easement Area map attached as Exhibit A-2, which is incorporated herein by this reference.

C. Landowner grants this Conservation Easement for valuable consideration to Steward for the purpose of ensuring that the Easement Area's soils, the potential for Swainson's hawk (*Buteo swainsoni*) and burrowing owl (*Athene cunicularia*) foraging habitat, and the open-space character of the Easement Area will be conserved and maintained forever, and that uses of the land that are inconsistent with these purposes will be prevented or corrected.

D. The grant of this Conservation Easement and the continued agricultural use of the Easement Area (subject to the terms of this Easement) will have significant public benefits and will also serve the following conservation purpose as that term is defined in section 170(h)(4)(A)(iii) of the Internal Revenue Code of 1986, as amended ("Internal Revenue Code"): the protection of open space, including farmland, pursuant to the following clearly delineated governmental conservation policies:

Sections 815.1 and 815.2 of the California Civil Code, which define perpetual conservation easements;

California Constitution Article XIII, section 8 and California Revenue and Taxation Code section 422.5, under which this agricultural conservation easement is an enforceable restriction, requiring that the Easement Area's tax valuation may be consistent with restriction of its use;

Section 51220 of the California Government Code, which declares a public interest in the preservation of agricultural lands;

The California General Plan law, section 65300 *et seq.*, and section 65400 *et seq.* of the California Government Code, which includes as one of its goals to protect all viable farmlands designated as prime, of statewide importance, unique, or of local importance from conversion to and encroachment of non-agricultural uses; and

Agriculture Policy No. 1 of the Solano County General Plan, as amended, which states that it is the County's objective and policy to preserve and maintain essential agricultural lands.

E. The Easement Area's ability to support agricultural activity, important foraging habitat for Swainson's hawk and burrowing owl, and open-space and scenic values are collectively referred to as the "Conservation Values" of the Easement Area. In particular, but not by way of limitation, the Easement Area's Conservation Values include its nearly 84 acres of high-quality soils, significant foraging habitat for Swainson's hawk and burrowing owl, and visibility from State Route 113.

F. This Easement is being granted to fulfill certain farmland mitigation requirements ("Mitigation Requirements") under the AGRICULTURAL LAND AND AVIAN SPECIES FORAGING HABITAT MITIGATION AGREEMENT, between Steward and the City of Vacaville, dated May 20, 2021, a copy of which is contained in the Baseline Report. In particular, this Easement is being granted to fulfill, in part, the required foraging habitat mitigation pursuant to the Mitigation Requirements by securing a conservation easement on lands viable for farming operations to mitigate in part for the loss of Prime Farmland and Swainson's hawk and burrowing owl foraging habitat (but not burrowing owl nesting habitat).

G. The agricultural, habitat, open space, and other characteristics of the Easement Area, its current use and state of improvement, are documented and described in a "Baseline Report," dated April 2026, and prepared by Solano Land Trust, which is incorporated herein by this reference. The Baseline Report, which consists of reports, maps, photographs, and other documentation, provides an accurate, though nonexclusive, representation of the Easement Area as of the date of this Conservation Easement. One of the purposes of the Baseline Report is to serve as a baseline for monitoring compliance with the terms of this Conservation Easement. As attested on the Baseline Report Acknowledgement, which is attached hereto as Exhibit B and incorporated herein by this reference, Landowner and Steward acknowledge that the Baseline Report is an accurate representation of the condition of the Easement Area as of the date of this Easement. Landowner and Steward shall retain duplicate originals of the Baseline Report. The Baseline Report may be used to establish that a change in the use or character of the Easement Area has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Easement Area as of the date of this Conservation Easement.

H. Steward is a California nonprofit organization within the meaning of California Civil Code section 815.3, is a tax-exempt and "qualified conservation organization" within the meaning of sections 501(c)(3) and 170(b)(1)(A)(vi) as defined by the United States Internal Revenue Code, and is qualified to hold conservation easements under the laws of the State of California. Steward, as certified by

a resolution of Steward's Board of Trustees, accepts the responsibility of enforcing the terms of this Easement and upholding its Conservation Purpose (as defined below) forever.

I. To effectuate the intentions of the parties, Landowner is granting to Steward a perpetual and irrevocable conservation easement in gross over the Easement Area in order to create certain restrictive covenants and to extinguish irrevocably and perpetually the right of Landowner to develop and use the Easement Area except as expressly permitted in this Conservation Easement.

J. By accepting this Conservation Easement, Steward is undertaking to uphold in perpetuity the Conservation Purpose (as defined below) of this Conservation Easement and to preserve and protect in perpetuity the Conservation Values of the Easement Area.

GRANT OF CONSERVATION EASEMENT

NOW, THEREFORE, for the reasons given above, and for valuable consideration, the receipt and legal sufficiency of which is acknowledged by the parties, as well as the mutual promises and covenants in this instrument, Landowner grants and Steward accepts a perpetual conservation easement as defined by sections 815.1 and 815.2 of the Civil Code of California, and of the nature and character described in this Conservation Easement.

1. Statement of Purpose

The primary purpose of this Conservation Easement is to enable the Easement Area to remain in agricultural use by preserving and protecting its high-quality soils, agricultural viability, utility, character, and values ("Primary Purpose"). It is also the purpose of this Conservation Easement to protect the habitat values of the Easement Area, and in particular foraging habitat for the Swainson's hawk and burrowing owl, to the extent that such protection is consistent with the Primary Purpose of this Conservation Easement ("Secondary Purpose"). To the extent that protection of the other Conservation Values referenced above (including the Easement Area's open-space and scenic values) is consistent with the Primary and Secondary Purposes of this Easement, it is also the purpose of this Easement to protect that or those additional Conservation Values ("Additional Purpose"). The Primary, Secondary, and Additional Purposes are collectively referred to herein as the "Conservation Purpose" of this Conservation Easement. No activity, use, or development of the Easement Area for any purpose or in any manner that significantly impairs, interferes with, or conflicts with the Conservation Purpose shall be permitted, except as specifically permitted by this Conservation Easement. As used in this Easement, the terms "significantly" and "significant," when used with "impair" and "impairment," respectively, mean a greater than negligible adverse impact for more than a transient period.

2. Rights and Interests Conveyed

To accomplish the Conservation Purpose of this Conservation Easement, subject to the terms and conditions of this Easement, the following rights and interests are conveyed by Landowner to Steward:

(a) To identify, to preserve, and to protect in perpetuity the Conservation Values of the Easement Area and to uphold the Conservation Purpose of this Easement.

(b) To enter upon (including over and through the Entire Property if necessary) and inspect, observe, and study the Easement Area for the purposes of (1) identifying the condition of, uses and practices occurring on the Easement Area; and (2) monitoring those uses and practices to determine whether they are consistent with the Conservation Purpose and other terms and conditions of this Conservation Easement. Except in cases where Steward determines, in its sole discretion, that immediate entry is required to investigate a use or condition on the Easement Area in order to prevent, terminate, or

mitigate a violation or potential violation of the terms of this Easement, entry is permitted with at least forty-eight (48) hours' prior notice to Landowner and shall be made in a manner that will not unreasonably interfere with Landowner's use and quiet enjoyment of the Entire Property. In the event Steward determines that immediate entry is required, if reasonably feasible under the circumstances, Steward shall attempt to provide telephonic or electronic (i.e., email) notice to Landowner in advance of such entry.

(c) To prevent any activity on or use of the Easement Area that is not permitted by the terms of this Easement or is otherwise inconsistent with the Conservation Purpose and other terms and conditions of this Conservation Easement, to require the restoration of areas or features of the Easement Area that may be damaged by any condition, activity, or use that is not permitted, and to otherwise enforce the terms of this Easement.

(d) Except as specifically reserved in this Conservation Easement, all development rights that were previously, are now, or hereafter allocated to, implied, reserved, appurtenant to, or inherent in the Easement Area are released, terminated, and extinguished, and may not be used on or transferred to any portion of the Entire Property as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Entire Property or any other property. This Easement shall not create any development rights.

(e) Subject to Landowner's consent, which shall not be unreasonably withheld, to erect and maintain a sign in a prominent location on the Easement Area, visible from nearby roads, if applicable, bearing information indicating that the Easement Area is subject to a Conservation Easement held by Steward. The wording of the information shall be determined by Steward after consultation with Landowner, but shall clearly indicate that the Easement Area is privately owned and not open to the public. Steward is responsible for the costs of erecting and maintaining the sign and obtaining necessary permits and approvals. Any such sign erected by Steward pursuant to this Section shall not be considered a sign for purposes of Landowner's reserved rights under Section 5(s) below.

3. *Changes in Technology and Other Factors May Affect Uses of Easement Area.* Landowner and Steward recognize that changes in economic conditions, in agricultural technologies, in accepted farm management practices, in Swainson's hawk and burrowing owl foraging habitat needs or the common understanding of those needs, and in the global climate may result in an evolution of uses of the Easement Area, provided such uses are consistent with the protection and preservation of the Conservation Values of the Easement Area and otherwise consistent with the terms of this Easement; and provided, further, that, notwithstanding the foregoing, any such changes shall not result in the restrictions contained in Section 5(a)(i)-(v) below to become more restrictive than what is expressly provided therein.

4. *Landowner's Reserved Rights; Landowner's Retained Responsibilities*

(a) *Landowner's Reserved Rights.* Landowner reserves the following rights: all the property rights in the Easement Area that are not extinguished, restricted, or limited by this Conservation Easement and the right to use the Easement Area in a manner that is not inconsistent with the Conservation Purpose and other terms and conditions of this Conservation Easement. Nothing in this Conservation Easement shall be construed as giving rise to any right or ability in Steward to exercise physical or management control over the day-to-day operations of the Easement Area, or any of Landowner's permitted activities on the Easement Area. Landowner agrees to exercise these reserved rights in a manner consistent with the terms of this Conservation Easement and, when required by this Conservation Easement, after following the procedures set forth in Section 7 below.

(b) *Landowner's Retained Responsibilities.* Landowner retains all rights and privileges of ownership that are not prohibited or restricted by this Conservation Easement and

Landowner retains all responsibilities of ownership. Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on Steward, or in any way to affect any obligations of Landowner as owner of the Entire Property, including, but not limited to, the following:

(1) *Taxes.* Landowner is solely responsible for payment of all taxes and assessments levied against the Entire Property; provided, that if Steward pays any taxes or assessments in order to protect Steward's interest in the Easement Area, Landowner shall reimburse Steward for the same, together with interest at the highest legal rate from the date of the payment by Steward.

(2) *Upkeep and Maintenance.* Landowner is solely responsible for the upkeep and maintenance of the Entire Property, to the extent required by law. Steward shall have no obligation for the upkeep or maintenance of the Entire Property, including but not limited to the Easement Area.

(3) *General Liability and Indemnification.* Landowner shall indemnify, hold harmless, and defend Steward, its officers, directors, members, legal representatives, agents, successors, assigns, employees, or contractors from and against any and all assessed or incurred liabilities, costs, losses, orders, liens, penalties, damages, claims, causes of action, demands, and/or judgments (each, a "Claim") arising from or related to any of Landowner's acts or omissions with respect to the Entire Property or management of the Entire Property, including but not limited to acts or omissions of Landowner's agents, successors, assigns, employees, contractors, or lessees, and including but not limited to any Claim arising from or related to a violation of this Conservation Easement; ownership or management of the Entire Property; any violation of any law and/or regulation which is or which may in the future become applicable, and including but not limited to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601 *et seq.*, the Toxic Substances Control Act, as amended 15 U.S.C. § 2601 *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. § 136 *et seq.*; the Safe Drinking Water Act, as amended, 42 U.S.C. § 300f *et seq.*; the Hazardous Waste Control Law (Cal. Health and Safety Code § 25100 *et seq.*), the Hazardous Substance Account Act (Cal. Health and Safety Code § 25300 *et seq.*), and in the regulations adopted and publications promulgated pursuant to them; and/or the presence, release, or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. Landowner shall at all times carry general liability insurance on the Entire Property and Steward shall be named as an additional insured thereon.

(c) *Compliance with Zoning Regulations, etc.* Nothing in this Conservation Easement relieves Landowner of any obligation with respect to the Entire Property or restriction on the use of the Entire Property imposed by law. For example, Landowner shall comply with all applicable zoning and building statutes, ordinances, and regulations, and all other applicable statutes, ordinances, and regulations. In no event shall this Conservation Easement be construed as granting any landowner rights not permitted by local land use and/or zoning regulations at the time of construction, demolition, occupation, etc.

5. *Permitted and Prohibited Uses and Actions*

Landowner shall confine its use of the Easement Area to such activities and uses that: (1) are consistent with the Conservation Purpose of this Easement; (2) do not impair the Conservation Values; and (3) are not expressly prohibited under the terms of this Easement. Without limiting the generality of the foregoing, the uses, practices, and activities described in this Section 5, though not an exhaustive list, are permitted, conditionally permitted, or prohibited on the Easement Area, as applicable. These uses,

practices, and activities also serve to provide Landowner and Steward with guidance in determining whether other activities and uses are inconsistent with the Conservation Purpose or might impair the Conservation Values. Notwithstanding the foregoing, any activities that are inconsistent with the Conservation Purpose of this Easement are prohibited.

(a) *Agricultural Activities.* Landowner retains the right to use the Easement Area for agricultural purposes in accordance with applicable law and subject to the restrictions of this Section 5(a), the Conservation Purpose and other terms and conditions of this Conservation Easement. Except as otherwise expressly provided herein, this Conservation Easement is not intended to limit Landowner's discretion to employ Landowner's choices of agricultural uses and management practices so long as those uses and practices are consistent with this Section 5(a), the Conservation Purpose and other terms and conditions of this Conservation Easement. Landowner also retains the right to use different or new farming techniques and to construct and maintain irrigation improvements necessary or desirable to irrigate the Easement Area for agricultural purposes. The parties acknowledge that preservation of the Conservation Values permits changes in farming techniques necessary or desirable to maintain economically viable farming operations. Accordingly, Landowner is not limited to those farming techniques currently known or foreseeable but rather may use new or different farming techniques that are consistent with this Section 5(a), the Conservation Purpose and other terms and conditions of this Conservation Easement.

Notwithstanding the foregoing, the following agricultural practices are deemed to be inconsistent with the preservation of the Easement Area's agricultural productive capacity, agricultural viability, scenic, or open-space character or other Conservation Values and are prohibited on the Easement Area, unless approved in advance by Steward, in its sole and absolute discretion: (i) production of horticultural specialties that result in the removal of soil from the Easement Area including, but not limited to, ball and burlap nursery, tree-farming, and sod farming; and (ii) commercial feed lots. For purposes of this Conservation Easement, a "commercial feedlot" is defined as a permanently constructed confined area or facility which is used and maintained for purposes of engaging in the business of feeding livestock and which is not grazed or cropped annually. For purposes of this Conservation Easement, a commercial feedlot shall not include the establishment, use or maintenance of corrals, holding pens, or pastures.

In addition, in order to ensure suitable foraging habitat for the Swainson's hawk and burrowing owl, the following agricultural activities are prohibited on the Easement Area unless otherwise specified below as being allowed in certain areas of the Easement Area:

- i. The planting and/or cultivation of the following crops: orchards, vineyards, artichokes, asparagus, cotton, and rice.
- ii. The importation of raw material(s) (commodities or livestock not produced as a result of the harvest of forage or agricultural crops on the Easement Area) onto the Easement Area for the purpose of fattening livestock for commercial slaughter (i.e., a concentrated animal feeding operation (CAFO) or feed lot); provided that normal grazing activities, including but not limited to the use of the Easement Area as irrigated pasture, are excluded from the definition of feed lot as are supplemental feeding areas, corrals, livestock working facilities, and other areas where grazing livestock may be temporarily confined incidental to grazing activities;
- iii. The cultivation of horticultural specialties, including sod, nursery stock, ornamental shrubs, ornamental trees, Christmas trees, or flowers;
- iv. The construction or placement of commercial greenhouses or plant nurseries; and
- v. Commercial aquaculture of aquatic plants, animals, and their by-products.

If changes in Swainson's hawk and burrowing owl foraging habitat needs or the common understanding of those needs as described in Section 3 above renders the restrictions contained in Section 5(a)(i)-(v) above to be more restrictive than necessary to provide adequate foraging habitat for such species (as determined by a licensed biologist or similarly qualified natural resource professional licensed by the State of California selected by Steward), those restrictions may be modified with Steward's and City's prior written approval, which may be granted or withheld in their respective sole and absolute discretion.

(b) *Storage of Agricultural Products and Equipment.* Storage of the following items is permitted as long as any such item has been produced, or is intended to be used, on the Easement Area: agricultural products, agricultural chemicals, agricultural byproducts, and agricultural equipment. The term "agricultural chemicals" includes herbicides, pesticides, fungicides, fertilizers, and other materials commonly used in farming operations even though they may be classified as hazardous materials. Any such storage must be in accordance with applicable laws and labeling requirements.

(c) *Subdivision.* The division, subdivision, de facto subdivision, or partition of the Easement Area, including transfer of development rights, whether by physical, legal, or any other process, is prohibited. The Easement Area is currently comprised of a portion of one (1) legal parcel. Landowner shall maintain the parcel comprising the Easement Area, and all interests therein, under common ownership, as a single parcel. Landowner asserts that no additional, separate legal parcels currently exist within the Easement Area that may be recognized by a certificate of compliance pursuant to California Government Code section 66499.35 based on previous patent deed or easement conveyances, subdivisions, or surveys of any kind. Landowner shall not apply for or otherwise seek recognition of additional legal parcels with the Easement Area based on certificates of compliance or any other authority.

(d) *Existing Structures and Improvements.* Landowner may maintain, repair, reasonably enlarge, and replace any of the Easement Area's existing structures and improvements, as more fully described in the Baseline Report, including but not limited to existing buildings, sheds, fences, utilities, roads, and other improvements, in their current locations, subject to Steward's prior written approval for any enlargement that is more than 150 percent of the square footage of the existing improvement as documented in the Baseline Report as of the Effective Date of the Easement and for any replacement that is not within the same general location or within the same general size and functionality of the replaced structure. Notwithstanding the foregoing, the single-family residence existing as of the Effective Date of this Easement shall not exceed 150% of its existing square footage as of the Effective Date of this Easement.

For purposes of this Section, "improvements" shall not refer to irrigation improvements necessary or desirable to irrigate the Easement Area for agricultural purposes, all of which may be made without providing notice to, or obtaining the approval of, Steward.

(e) *New Agricultural Structures and Improvements.* Unless otherwise expressly provided herein, no new buildings and other structures and improvements are permitted within the Easement Area unless prior written approval is obtained from Steward. All structures individually and collectively shall be consistent with the Conservation Purpose and other terms and conditions of this Easement and approved under local zoning and building codes.

(f) *New Agricultural Enterprise Structures.* Unless otherwise expressly provided herein, no new structures and improvements to be used for "Agricultural Enterprises" (as defined below) are permitted unless prior written approval is obtained from Steward. "Agricultural Enterprises" means otherwise lawful and customary agricultural rural enterprises, such as, but not limited to, processing, packaging, and marketing of farm products predominantly grown or raised on the Easement Area or on

other real property owned by Landowner that is located in the vicinity of the Easement Area and businesses providing agricultural-related goods and services to other farms and farmers in the vicinity of the Easement Area.

(g) *New Farm-Support Housing.* Unless otherwise expressly provided herein, no new dwellings or structures to be used to house farm tenants, farm employees, or others engaged in agricultural production on the Easement Area ("Farm-Support Housing") may be built on the Easement Area unless prior written approval is obtained from Steward

(h) *Recreational Uses. Recreational Improvements and Uses.* No recreational improvements (e.g., swimming pool, tennis court) are permitted within the Easement Area. Passive, non-motorized, recreation activities like hiking and bird-watching are permitted on the Easement Area.

(i) *Limitation on Impervious Surfaces.* All structures and improvements shall be subject to the impervious surface limitation described in this Section 5(i) (for those items that create or constitute an impervious surface). Impervious surfaces will not exceed three percent (3%) of the Easement Area. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Easement Area, including but is not limited to permitted residential buildings, agricultural buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with superior rights to those rights conveyed to Steward by this Conservation Easement.

(j) *Other Buildings, etc.* Except as expressly permitted herein, the construction or placement of any buildings, residential dwellings, camping accommodations, temporary living quarters of any sort, mobile homes, signs, billboards or other advertising materials, utility towers, or other structures is prohibited. Except as expressly permitted in this Easement, all other construction, erection, installation or placement of buildings, structures, or other improvements on the Easement Area is prohibited.

(k) *Utilities and Septic Systems.* Wires, lines, pipes, cables, or other facilities providing electrical, gas, water, sewer, communications, energy generation, or other utility services solely to serve the improvements permitted herein or to transmit power generated on the Easement Area may be installed, maintained, repaired, removed, relocated, and replaced. Landowner may grant rights-of-way over and under the Easement Area for such purposes with written notice to Steward and provided that they are not inconsistent with the Conservation Purpose and other terms and conditions of this Conservation Easement. No septic or other underground sanitary systems may be installed, maintained, repaired, replaced, relocated, or improved within the Easement Area. Commercial or noncommercial power generation, collection, or transmission facilities, including wind or solar farms, are prohibited. Landowner may not undertake any action or grant any right-of-way if the effect of such action or grant would significantly impair the Conservation Values of the Easement Area.

(l) *Fences.* Existing fences may be repaired and temporary or rotational fences may be placed on the Easement Area without prior written notice to, or approval of, Steward. With prior written notice to Steward, existing fences may be replaced and relocated, and new fences may be built, on the Easement Area for purposes of reasonable and customary management of livestock, wildlife, and farm produce; and the reasonable and customary security of the farm produce and the residences and other improvements on the Easement Area, including but not limited to the placement of a perimeter fence around all or a portion of the Easement Area to prevent trespass.

(m) *Roads and Trails.* The construction of new unpaved farm roads and dirt trails and any widening, improvement, or relocation of the existing unpaved farm roads and dirt trails that are reasonably necessary and incidental to carrying out the uses permitted on the Easement Area by this Conservation Easement are permitted with prior written notice to Steward. All roads and trails shall be located so as to limit impact to the soils protected by this Easement and shall be subject to the impervious

surface limitation described in Section 5(i) above. Except for any existing paved surfaces or a driveway, as provided above, no portion of the Easement Area shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, unless prior written approval is obtained from Steward. Acceptable reasons for use of paving material include that paving is required by a law or regulation related to air quality, fire safety, accessibility for disabled persons, or is otherwise required for activities permitted on the Easement Area.

Prior to the commencement of any construction or alteration of the land for these purposes, the new or adjusted location of the road or trail shall be proposed by Landowner pursuant to the terms of this Easement for review and prior written approval by Steward. New and relocated roads and trails shall be constructed and maintained so as to reasonably minimize erosion and sedimentation and ensure proper drainage, utilizing best management practices as recommended by NRCS or similar or successor entity, but this Section shall not be construed to require that existing roads be reconstructed to meet these standards. As a condition of road or trail removal or relocation, Steward may require the restoration of the removed or relocated road or trail.

(n) *Motorized Vehicle Use.* The use of motorized vehicles on the Easement Area is prohibited, except as reasonably necessary to conduct activities that are expressly permitted herein, including but not limited to residential use, farming and agritourism operations, property maintenance and security, and/or to monitor this Easement; provided that any such use shall not significantly impair the Easement Area's ability to support agricultural activity or the other Conservation Values of the Easement Area.

(o) *Subsequent Liens or Encumbrances on Property.* Landowner may use the Easement Area as collateral for borrowing after the Effective Date of this Easement, provided that any subsequent obligations secured by the Easement Area shall be subordinate to this Conservation Easement. Landowner shall provide Steward prior written notice in accordance with Section 17 at least thirty (30) days prior to pledging or using the Easement Area as collateral for subsequent borrowing.

(p) *Emergencies.* In an emergency, Landowner may take such limited and temporary actions as are reasonably necessary to protect physical safety of persons, property, and the Easement Area, including agricultural improvements and products, but only to the extent necessary for such protection and provided such actions are in compliance with applicable laws. Landowner shall provide Steward with prompt written notice of any emergency actions taken under this Section. If emergency actions taken in accordance with this Section continue for more than sixty (60) days, Landowner will seek Steward's approval to continue such emergency actions pursuant to Section 7 of this Conservation Easement and such approval shall not be unreasonably withheld.

(q) *Agritourism; Seasonal Sales Lot (with prior approval, including approval of Agritourism Management Plan).*

(1) *Agritourism.* Landowner may conduct activities or uses for the purpose of promoting "agricultural tourism" (or "agritourism"), which is defined as the act of visiting, as a function that is secondary to the primary purpose of active farming, a working farm or any working agricultural, horticultural or agribusiness operation for the purpose of enjoyment, education, or active involvement in the activities of the farm or operation; provided that any such activity or use (1) shall not involve the construction or placement of any structure or improvement, whether temporary or permanent (unless such structure or improvement is otherwise expressly permitted herein or approved in the Agritourism Management Plan (as defined below)); (2) shall not significantly impair the Easement Area's ability to support agricultural activity; and (3) shall otherwise be consistent with the Conservation Purpose and other terms and conditions of this Conservation Easement and all local, state, and federal laws. Agritourism may include, but is not limited to, farm tours, hayrides, sleigh rides, corn mazes, picnic

and party activities, and other similar uses as determined by local zoning regulations and the Agritourism Management Plan (as defined below in Subsection (4)); provided, however, that agritourism does not include commercial amusement and entertainment uses, such as dance halls, electronic game arcades, studios, theatrical productions, musical entertainment, bowling alleys, billiard and pool establishment, commercial sports such as arenas, rings, racetracks, public golf courses, miniature golf course, amusement parks, membership sports and recreation clubs, game parlors, gun clubs, circus and carnival operations, water parks, amusement parks, fairgrounds, expositions, amphitheater or theater entertainment facilities for the performance of concerts or other entertainment events.

(2) *Seasonal Sales Lot.* Landowner may also establish anywhere on the Easement Area one (1) "seasonal sales lot," which is defined as an area of the Easement Area that is dedicated to the sale of agriculturally related products grown at that site that are seasonal and/or tied to an annual holiday event, such as a pumpkin patch and other similar sales event; provided that Landowner may supplement its crop with the same crop grown offsite. In conjunction with such seasonal sales lot, Landowner may place on the Easement Area on a temporary basis a trailer or other temporary structure for the purpose of selling agricultural items grown predominantly on the Easement Area and refreshments and collecting money from customers; provided that any such temporary structure (i) shall not significantly impair the Easement Area's ability to support agricultural activity; (ii) shall comply with any applicable local, state, and federal law; and (iii) shall be removed and the area restored promptly at the end of the seasonal sales event to ensure the area's ability to support agricultural activity.

(3) *Parking.* Parking for public visitation of the seasonal sales lot shall not be located within the Easement Area (unless otherwise expressly approved in the Agritourism Management Plan).

(4) *Agritourism Management Plan.* Prior to the commencement of any activity, use, and/or development permitted under this Section 5(q), Landowner shall prepare and provide to Steward for Steward's review and approval in its sole and absolute discretion pursuant to Section 7(d) below an "Agritourism Management Plan," which shall describe the agritourism management prescriptions and plans, including but not limited to a detailed description of the agritourism and seasonal activity(ies), beginning and length of agritourism season(s), and any temporary improvements that may be needed for such operations. A template Agritourism Management Plan is attached hereto as Exhibit C and incorporated herein by this reference. The Agritourism Management Plan shall demonstrate that the activities Landowner proposes to undertake are consistent with the terms of the Easement; provided, however, that agritourism activities expressly permitted in the Agritourism Management Plan may deviate from the terms of the Conservation Easement, so long as such deviations are undertaken on a temporary basis, do not adversely affect the Conservation Values, and are approved by Steward, which approval may be granted or withheld in Steward's sole and absolute discretion. The Agritourism Management Plan and any subsequent updates to the Agritourism Management Plan will become effective only upon the mutual consent of Landowner and Steward pursuant to the process described in Section 7 herein. The Agritourism Management Plan shall be updated and adjusted as necessary to protect the Conservation Values, by mutual agreement of Landowner and Steward, and shall otherwise be reviewed at least once every five (5) years. Once approved, the Agritourism Management Plan shall become incorporated herein by reference and shall be subject to the remedies provisions contained in Section 8 of this Easement.

(r) *Other Commercial Use of the Easement Area.* Small-scale commercial uses consistent with agriculture and then-current County zoning are permitted with prior written notice to Steward, as long as such uses do not impair the Conservation Values of the Easement Area. The following limited commercial uses are also permitted on the Easement Area with Steward's prior written approval so long as they are consistent with the Conservation Purpose and applicable zoning and so long as they do not negatively affect the Conservation Values of the Easement Area: small-scale incidental and customary rural enterprises related, ancillary, and secondary to the agricultural uses, or small-scale

commercial enterprises compatible, ancillary, and secondary to agricultural uses. Except as expressly permitted in this Easement, all other industrial or commercial activities on the Easement Area are prohibited. Any such commercial uses on the Easement Area shall comply with all applicable law and the terms of this Conservation Easement.

(s) *Signs.* With Steward's prior written approval, signs may be placed on the Easement Area in accordance with applicable sections of the Solano County Zoning Ordinance, as it may be amended from time to time, and only for the purpose of advertising (1) the name of the farm and/or the owners of the Easement Area; (2) Agricultural Enterprises operating on the Easement Area; (3) a seasonal sales lot operating on the Easement Area; and/or (4) the sale or lease of the Easement Area, all in accordance with this Conservation Easement. However, the total surface area of all such signs shall not exceed 360 square feet and the top of each sign shall be no more than twenty (20) feet from the ground. A maximum of four (4) signs may be erected by Landowner with no single sign exceeding a surface area of 180 square feet.

(t) *Use of Property for Mitigation.* Entering into income-enhancement agreements (such as stewardship incentive programs) to engage in husbandry of natural resources of the Easement Area and to maintain, improve, enhance, and develop habitat and environmental values consistent with "agricultural activities," as defined in section 3482.5 of the Civil Code of California, is permitted with Steward's prior written approval, so long as: (1) such agreement is consistent with the terms of this Easement; (2) the subject rights have not already been conveyed or extinguished by this Easement; (3) such agreement will not significantly impair the Easement Area's soils and ability to support agricultural activity; (4) such agreement will not significantly impair the other Conservation Values; and (5) such agreement does not permanently restrict agricultural husbandry practices other than as provided herein.

(u) *Mining. Use of Soil, Sand, and Gravel.* Extraction and use on the Easement Area of limited quantities of soil, sand, and gravel from the Easement Area as appropriate for the conduct of the agricultural and other activities on the Easement Area permitted herein and conducted in a manner that does not significantly impair or interfere with the Conservation Values of the Easement Area are permitted with Steward's prior written approval, provided that such activities shall be carried out in full compliance with applicable laws, shall not involve more than one (1.0) acre in area, and shall include the prompt restoration of any affected area after extraction is complete. Except as expressly permitted above, mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited.

If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this Easement is executed, and their interests have not been subordinated to this Easement, Landowner must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted outside the Easement Area or, if absolutely necessary to occur within the Easement Area, that it is conducted in accordance with this Section 5(u).

(v) *Dumping and Trash.* No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, or waste shall be placed, stored, dumped, buried, or permitted to remain on the Easement Area; however, temporary storage of waste generated on the Easement Area for periodic removal off-site is permitted. Composting of organic materials of the Easement Area is also permitted.

(w) *Hunting or Trapping Predators and Other Wildlife.* Landowner shall carry out permitted activities on the Easement Area in a manner so as to avoid conflict with wild animals and to prevent depredation of livestock and pets by predators, such as mountain lions, coyotes, and bobcats. The control of problem animals or pests is permitted, upon prior written notice to Steward, using selective control techniques, which shall be limited in their effectiveness to specific animals that have caused damage or present an imminent threat to persons or property. All actions hereunder shall be in full

compliance with applicable law, including but not limited to Landowner's personal hunting on the Easement Area, and obtaining depredation permits, if applicable, and shall be consistent with the Conservation Purpose. Hunting of game species by Landowner and its guests and invitees is permitted; provided that the commercial hunting of game species and entering into agreements or leases with third parties to enable them to use the Easement Area for the commercial or non-commercial hunting of game species are permitted only with Steward's prior written approval.

(x) *Subsequent Easements that Restrict Agricultural Use.* The grant of any easement, other interest in land, or use restriction that might diminish or impair the Conservation Values of the Easement Area is prohibited. Landowner shall not grant any subsequent conservation easement on the Easement Area that restricts agricultural husbandry practices, interferes with the Conservation Purpose, diminishes the Conservation Values of the Easement Area, or otherwise interferes with any of the terms of this Conservation Easement, as reasonably determined by Steward. "Husbandry practices" means agricultural activities, such as those specified in section 3482.5(e) of the California Civil Code, conducted or maintained for commercial purposes in a manner consistent with proper accepted customs and standards, as established and followed by similar agricultural operations in the same locality.

(y) *Ecological Restoration and Vegetation Management.* With Steward's prior written approval, Landowner may conduct ecological restoration on the Easement Area. Ecological restoration includes, but is not limited to, planting native species, removing non-native or invasive species (using manual removal, use of herbicides, and/or other methods), installing erosion-control structures, installing fencing necessary for the re-establishment of native vegetation, and/or realigning the channels of creeks into more natural dimensions consistent with its current flow and reconnecting the creek with its floodplain; provided that such activities are consistent with the Conservation Purpose of this Easement. Except as otherwise expressly permitted in this Easement, the removal, cutting, or destruction of native vegetation or any other native habitat is prohibited, unless approved in advance by Steward.

(z) *Introduction of Non-Native or Exotic Species.* No seeding, planting, or introduction of non-native plant or animal species is permitted, except in response to a wildfire or other catastrophic occurrence with Steward's prior written approval.

6. Water

(a) *Water Rights.* Landowner retains and reserves all groundwater, appropriative, prescriptive, riparian, contractual, or other water rights appurtenant to the Easement Area. Landowner shall not permanently transfer, encumber, lease, sell, or otherwise sever such water rights from title to the Easement Area itself; but the preceding shall not restrict the right of Landowner to enter into sales, purchases, leases, exchanges, and other transactions in water rights (including without limitation water sharing and water well agreements) of limited term not to exceed two (2) years. All water shall be retained in Solano County for agricultural production only. Any such transfer of water shall not impair the Easement Area's ability to support agricultural activity, habitat values, or open-space character.

(b) *Maintenance and Enhancement of Water Sources.* Landowner maintains the right to use, maintain, establish, construct, and improve water sources, water courses, and water bodies within the Easement Area for the uses permitted by this Conservation Easement, provided that Landowner does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Easement Area or reduce the net farmable acreage. Landowner may alter the natural flow of water over the Easement Area in order to improve drainage of agricultural soils, reduce soil erosion, or improve the agricultural management potential of the Easement Area, provided such alteration does not harm the Conservation Values and is consistent with the Conservation Plan (as referenced and defined in Section 10), if applicable.

7. *Steward's Approval – Procedures and Standards for Approval*

(a) *Written Notice of Certain Actions.* In order to afford Steward an opportunity to monitor activities that could adversely affect the Conservation Values of the Easement Area and, further, to ensure that such activities are designed and carried out in a manner that is consistent with the Conservation Purpose of this Conservation Easement, Landowner shall give written notice to Steward in accordance with this Section and the provisions of Section 17 below prior to taking any action requiring written notice to Steward, or requiring Steward's approval, under Section 5 above or prior to taking any action which may have an adverse effect on the Conservation Values. The written notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to establish that the proposed use or activity will not impair or diminish the Conservation Values and to permit Steward to make an informed judgment as to its consistency with the terms of this Conservation Easement.

(b) *Procedure for Review of Proposed Actions*

(1) Where written notice by Landowner is required as provided herein, Steward shall review the notice and the information submitted with it and shall, within thirty (30) days after delivery of Landowner's written notice, notify Landowner that the notice was received and whether the information submitted by Landowner was sufficient to permit Steward to make an informed judgment as to the consistency of the proposed use or activity with the terms of this Conservation Easement. If the information submitted was insufficient, then Steward shall require that Landowner supply the additional information reasonably necessary to make such a judgment. For any use or activity that requires only prior written notice to (but not approval of) Steward pursuant to Section 5 above, if Steward fails to notify Landowner within such thirty-day period that the information submitted was insufficient or that the proposed activity is inconsistent with the terms of this Easement, Landowner may commence such use or activity so long as such use or activity is carried out as described in Landowner's notice and in a manner that is consistent with the Conservation Purpose and other terms and conditions of this Easement.

(2) Where Steward's approval is required as expressly provided herein, Steward shall have forty-five (45) days from the date Steward notifies Landowner that Landowner has submitted all the information reasonably required by Steward to review the proposed activity to notify Landowner (pursuant to Section 17 below) of its decision. If in the judgment of Steward, the proposed use or activity should not be permitted in the form set forth in Landowner's written notice, but that the proposed use or activity would be permitted if modified, then Steward's response may notify Landowner of suggested modification(s) and condition(s) that would allow Steward to approve the use or activity. Steward shall be deemed to have disapproved the proposed activity or use if Steward fails to give notice to Landowner of Steward's decision within said forty-five (45)-day period.

(c) *No Activity Pending Resolution.* Except as otherwise provided in Section 7(b)(1) above (regarding a use or activity that requires only prior written notice to (but not approval of) Steward), pending the determination by Steward, the use or activity may not be conducted. If Landowner disagrees with Steward's decision the parties may, by mutual agreement, mediate the disagreement. Pending resolution of the disagreement, Landowner agrees that the use or activity shall not be conducted.

(d) *Steward's Sole Discretion in Making Determination.* Steward's determination shall be based upon the likely effect of the proposed activities and uses upon the Conservation Values protected by this Easement. Except where Steward's approval is expressly stated herein to be in its reasonable discretion, approval or disapproval shall be at the sole discretion of Steward and may be granted upon conditions that further the Conservation Purpose of this Conservation Easement. No decision by Steward shall establish precedent for or commitment to the outcome of future decisions. Each

such request shall be considered and determined on its own and without following or establishing precedent.

8. *Enforcement*

(a) *Monitoring.* Steward shall manage its responsibilities for this Conservation Easement, including, but not limited to, annual monitoring, such additional monitoring as circumstances may require, record keeping, and enforcement, for the purposes of preserving the Conservation Values and upholding the Conservation Purpose in perpetuity. With at least forty-eight (48) hours' advance written notice (including, but not limited to, by use of electronic email ("email")), except in the event of an emergency or suspected emergency in which case at least reasonable verbal notice shall be given, if reasonably feasible, Steward has the right to enter upon, inspect, observe, and evaluate the Easement Area to identify the current condition of and uses and practices on the Easement Area to determine whether such condition, uses, and practices are consistent with this Easement. Failure of Steward to carry out these responsibilities shall not impair the validity of this Easement or limit its enforceability in any way.

(b) *Violations; Notice and Injunctive Relief*

(1) Except as permitted in Subsection (b)(2) below, if Steward determines that there is a violation of the terms of this Conservation Easement or that a violation is threatened, Steward shall give written notice to Landowner. The notice shall identify the violation or threatened violation, and, where known to Steward, any corrective action necessary to cure the violation. Where the violation involves injury to the Easement Area resulting from any use or activity that is inconsistent with the Conservation Purpose and other terms and conditions of this Conservation Easement the notice may demand restoration of the portion of the Easement Area so injured. If Landowner fails to cure the violation within thirty (30) days after Steward gives notice, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, if Landowner fails to begin curing the violation within the thirty (30)-day period, or if Landowner does not continue diligently to cure the violation until finally cured, or as otherwise provided in this Conservation Easement, Steward may bring an action at law or in equity to enforce the terms of this Conservation Easement.

(2) If Steward, in its sole discretion, determines that an ongoing or imminent violation could irreversibly diminish or impair the Easement Area's high-quality soils, ability to support agricultural activity, open-space character, habitat, or other Conservation Value, Steward may pursue its remedies under this Section without prior notice to Landowner or without waiting for the period provided for cure to expire, including but not limited to seeking *ex parte* judicial relief. Steward shall have the right to seek injunctive relief pursuant to this Section 8 if, in Steward's sole discretion, an injunction is required to prevent the irreversible or significant impairment of the Conservation Values or irreversible or significant interference with the Conservation Purpose or otherwise to enforce this Conservation Easement.

(c) *Damages.* Steward is entitled to recover damages for the violation of the terms of this Conservation Easement, including, without limitation, damages for the loss of agricultural, habitat, and open-space values and any other Conservation Value of the Easement Area. Without limiting Landowner's liability, Steward may apply any damages recovered to the cost of undertaking corrective action on the Easement Area.

(d) *Equitable Remedies.* Steward's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Landowner and Steward expressly agree that the Easement Area, by virtue of its Conservation Values, is unique and that a violation of this Conservation Easement, and the ensuing harm or alteration of the Easement Area, may result in damages that are irreparable and not subject to quantification. Landowner agrees that Steward's remedies at law for a violation of the terms of this Conservation Easement may be inadequate and that

Steward may seek the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Steward may be entitled, including specific performance of the terms of this Easement, without necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Steward's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereinafter existing at law or in equity, including but not limited to those remedies available under California Civil Code section 815.7. Equitable relief may include restoration of the Easement Area to the condition that existed prior to the injury.

(e) *Recovery of Costs.* If Steward prevails in any action to enforce the terms of this Easement, any and all costs incurred by Steward in enforcing the terms of this Conservation Easement against Landowner or against others where Landowner had the legal right and/or legal obligation to have acted in a manner that would have made such enforcement action unnecessary, including, without limitation, costs of suit and reasonable attorneys' fees, and any and all costs of restoration resulting from Landowner's violation of the terms of this Conservation Easement, shall be the responsibility of Landowner. If Landowner prevails in any action to enforce the terms of this Conservation Easement, any and all costs incurred by the parties, including, without limitation, costs of suit and reasonable attorneys' fees, shall be the responsibility of the respective party incurring such costs.

9. No Public Access

Nothing in this Conservation Easement shall be construed as a grant to the general public of any right to enter the Entire Property.

10. Conservation Plan

All agricultural operations on the Easement Area are encouraged to be conducted in a manner consistent with a conservation plan ("Conservation Plan") consistent with the terms of this Easement and prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, in cooperation with Landowner, and utilizing the standards and specifications of the NRCS Field Office Technical Guide pursuant to 7 CFR part 12.

11. Transfer of Conservation Easement by Steward

(a) *Voluntary Transfer.* Steward may transfer this Easement to either (1) a public agency authorized to hold interests in real property as provided in section 815.3(b) of the Civil Code of California; or (2) a private nonprofit organization, as defined in section 10221 of the California Public Resources Code, whose primary mission is to protect farmland, farmland soils, and farm viability, and which, at the time of transfer, is a "qualified organization" under section 170(h) of the Internal Revenue Code and under section 815.3(a) of the Civil Code of California or successor provision. Such a transfer may proceed only if the agency or organization expressly agrees to assume the responsibilities imposed on Steward by this Easement to uphold the Conservation Purpose pursuant to an assignment and assumption agreement, which shall be duly recorded in the official records of Solano County, California.

(b) *Transfer Upon Dissolution of Steward, etc.* If Steward, or its successor, ceases to exist or no longer qualifies to hold the Easement under applicable state law, a court of competent jurisdiction shall direct the transfer of Steward's interest in this Easement to another public agency or qualified organization having similar purposes that agrees to assume the responsibilities imposed on Steward by this Easement.

12. Transfer of Easement Area; Transfer Fee

(a) *Transfer Requirements.* Landowner may transfer the Easement Area or an interest therein, but each transferee shall take subject to, and be bound by, each and every term and

provision of this Conservation Easement. Landowner shall refer to this Conservation Easement by name, date, and official document recording identification number in any deed or other conveyance instrument in which the Easement Area or any interest therein is transferred, shall notify Steward in writing at least thirty (30) days before conveying the Easement Area or any part thereof or interest therein to any third party (or, if the closing of such conveyance is expedited, as soon as reasonably practicable prior to the closing), and shall provide to Steward the name and contact information of any transferee. Failure of Landowner to do so shall not impair the validity of this Conservation Easement, limit its enforceability in any way, or excuse the transferee from complying with the terms of this Conservation Easement.

(b) *Transfer Fee.* A transfer of the ownership of the Easement Area may result in an additional burden on the monitoring and enforcement responsibilities of Steward; therefore, each such transfer (except for Excluded Transfers, as defined below) of the Easement Area (or portion thereof) shall require the payment by Landowner of a transfer fee ("Transfer Fee"), which the parties acknowledge and agree, pursuant to California Civil Code section 1098.6, is imposed and shall be used for the direct benefit of the Easement Area and Steward's protection thereof, to Steward in the amount of the greater of (i) one percent (1%) of the fair market value of the land subject to the transfer (excluding the value of any structures, buildings, improvements, crops, or other appurtenances thereon/thereto) established by agreement of the parties; or (ii) if there is no agreement, the amount of Five Thousand and No/100 Dollars (\$5,000.00), adjusted for inflation every January 1st after the Effective Date of this Easement by three and one-half percent (3.5%). Steward may reduce or waive this Transfer Fee at its sole and absolute discretion.

No such Transfer Fee shall be due for any of the following transfers:

1. The first transfer of the Easement Area (that is not an Excluded Transfer) after the Effective Date of this Easement;
2. Any transfer to a "Related Party" (as defined below) of Landowner or its successor in interest. Related Party is defined as a spouse (including legally recognized domestic partner), issue, sibling, ancestor, or adopted child (if the adoption occurs before the child reaches the age of majority) of Landowner or a lineal descendant of a brother, sister, uncle, or aunt of Landowner or a combination thereof;
3. Any transfer by gift, donation, or bequest by Landowner or its successors in interest;
4. Any transfer into a revocable inter vivos trust or irrevocable trust for the benefit of the transferor, the transferor's heirs, successors, or assigns or from such trust to the original grantor thereof;
5. A transfer of a security interest to a *bona fide* lender by Landowner of the Easement Area (or any portion thereof) or a sale or transfer by such lender or trustee of any deed of trust pursuant to the power of sale provisions in any mortgage or deed of trust;
6. A sale, transfer, other conveyance or exchange to, between, or among any "Related Entity," which shall mean an entity which controls, is controlled by, or is under common control of the transferor (for purposes hereof, "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of an entity or possession of the right to vote more than fifty percent (50%) of the voting interest in the ordinary direction of the entity's affairs);
7. A lease, license, or easement for a total term, including any options to renew or extend, not exceeding thirty-five (35) years; or
8. Any transfer that does not result in a "change of ownership" as defined in California Revenue and Taxation Code section 60 *et seq.*

The Transfer Fee shall be paid by Landowner upon the closing or other consummation of the transfer of the Easement Area (or portion thereof) subject to such fee out of the closing escrow, if applicable, or, if not paid when due hereunder, shall be deemed a lien against the Easement Area (or portion

thereof) in accordance with California Civil Code section 2872 *et seq.* and shall be enforceable by court proceeding in accordance with California Code of Civil Procedure section 725a *et seq.* or non-judicially by power of sale pursuant to California Civil Code section 2924 *et seq.* Notwithstanding the foregoing, the lien created hereby shall at all times be deemed subordinate and junior to, and shall in no instance defeat, this Easement. In the event of non-payment of the Transfer Fee in accordance with this Section, the transferor and its successor-in-interest shall become jointly and severally liable therefor, and Steward shall have any right available at law or in equity to enforce this Transfer Fee provision, including the right to bring suit to recover the Transfer Fee, interest thereon at the rate of five percent (5%) per annum from the date due until the date paid plus its costs of suit, including reasonable attorneys' fees.

Concurrently with the recordation of this Easement, in compliance with California Civil Code section 1098.5, Steward and Landowner have executed and recorded a document entitled "PAYMENT OF TRANSFER FEE REQUIRED" in the form required by statute. The Transfer Fee shall be paid to Steward at the address listed for giving notices to Steward as set forth in Section 17.

13. *Amendment of Conservation Easement*

This Easement may be amended only with the written consent of Steward and Landowner. Any amendment shall be consistent with the Conservation Purpose, shall not result in the impairment of the Conservation Values, shall not affect its perpetual duration, and shall comply with section 815 of the Civil Code of California, section 501(c)(3) of the U.S. Internal Revenue Code, and Steward's amendment policies and procedures. Any amendment shall be duly recorded in the official records of Solano County.

14. *Extinguishment / Termination*

If circumstances arise in the future that render the Conservation Purpose of this Easement impossible or impracticable to accomplish, this Easement may only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction or as otherwise expressly provided herein, in accordance with the common and statutory laws of California. In the event a material change in the conditions of or surrounding the Easement Area makes impossible or impracticable its continued use for the purposes contemplated hereby or makes impossible or impracticable the protection of the Conservation Values protected by this Easement, resulting in an extinguishment or partial extinguishment of this Easement by a judicial proceeding or otherwise under the terms of this Easement, Landowner shall pay Steward the amount provided in Section 16 below at the time of the termination. This Easement shall not be deemed terminated, extinguished, or otherwise affected until Steward has received full payment.

Should this Conservation Easement be extinguished, condemned, or otherwise terminated on any portion of the Easement Area, the balance of the Easement Area shall remain subject to this Conservation Easement. In such event, this Conservation Easement shall be amended by the parties to reflect the modified easement area on the balance of the Easement Area and encumbrances junior to this Conservation Easement shall remain subordinate to the Conservation Easement as amended. Other than pursuant to eminent domain or purchase in lieu of eminent domain to acquire an interest in the Easement Area necessary for a public use by a public agency, corporation, or other entity or individual with the power of eminent domain ("Acquiring Entity"), no other voluntary or involuntary sale, exchange, conversion, transfer, assignment, lease, mortgage or other encumbrance, alienation, or conveyance of any kind of all or part of the Easement Area, or of any interest in it, shall limit, terminate, or extinguish the provisions of this Easement. No inaction or silence by Steward shall be construed as abandonment of the Easement, and the fact that the Easement Area is not in agricultural use is not reason for termination of this Conservation Easement.

15. Eminent Domain

Termination of the Conservation Easement through condemnation is subject to the requirements of section 10261 of the California Public Resources Code, the eminent domain laws of the State of California, federal law, and this Conservation Easement. The Easement Area may not be taken by eminent domain or purchase in lieu of eminent domain if the planned use is more than seven years in the future (California Code of Civil Procedure section 1240.220). Steward shall be paid by the condemnor at the time of the condemnation the value of the Conservation Easement, or portion thereof, taken (California Public Resources Code section 10261(a)(2)). Purchase in lieu of condemnation, or settlement of an eminent domain proceeding, shall occur pursuant to applicable laws and procedures, including but not limited to California Government Code sections 7267.1 and 7267.2, and shall require approval of Steward. If Landowner is provided the opportunity to accompany the appraiser for the condemning agency on any visit(s) to the Easement Area, then Steward shall have the opportunity to accompany the appraiser and Landowner on any such visit(s). In the event either party is notified of the initiation of any condemnation, such party shall promptly notify the other party, and the parties shall act cooperatively to ensure the least impact of such action on the Easement Area and its Conservation Values.

Should all or part of the Easement Area or any interest in it be proposed for acquisition for a necessary public use by an Acquiring Entity, Landowner, and Steward shall join in appropriate actions to recover the full value of the proposed acquisition and all incidental or direct damages resulting from the proposed acquisition as well as all other payments to which they may be entitled by law ("Compensation"). The Compensation of such proceeding of Landowner and Steward shall be divided in accordance with the proportionate values of Landowner's and Steward's interests as specified in Section 16 below, unless otherwise provided by applicable law. The Acquiring Entity shall pay Compensation directly to Landowner and Steward. Any costs incurred by the parties in such proceedings will be paid out of each party's respective share of the condemnation proceeds.

16. Proceeds from Sale or Other Disposition If and When Conservation Easement is Terminated

(a) The grant of this Conservation Easement gives rise to a property right immediately vested in Steward. For purposes of allocating proceeds from a sale or other disposition of the Easement Area at the time of termination, the fair market value of Steward's right and interest shall be the greater of: (i) the Easement's value determined by multiplying (I) the fair market value of the Easement Area unencumbered by this Easement by (II) the ratio of the value of this Easement as of the Effective Date of this Easement to the value of the Easement Area, unencumbered by this Easement, as of the Effective Date of this Easement; or (ii) the Easement's value equal to the difference between the fair market value of the Easement Area unencumbered by the Conservation Easement and the fair market value encumbered by the Conservation Easement as determined on or about the date of the termination. The values shall be determined by one or more qualified appraisals performed by an independent appraiser jointly selected by Landowner and Steward at the time of the termination. In the event Landowner and Steward are unable to select a single appraiser, then each party shall select an appraiser and the two selected appraisers shall be instructed by the parties to select a third qualified appraiser. Any appraisal(s) undertaken under this Section shall conform to the Uniform Standards of Professional Appraisal Practices and Treas. Reg. section 1.170A-13 and guidance of the Internal Revenue Service. The cost of the appraisal(s) shall be paid by Landowner. Nothing herein shall prevent Landowner and Steward from having an appraisal prepared at any party's individual expense. The value payable to Steward shall be paid at the time of termination; no final court order or other instrument terminating the Conservation Easement shall be recorded or will be effective unless Steward is first paid the value as provided above.

17. Notices

All notices required by this Easement must be written. Notices shall be delivered by hand; by certified U.S. mail, return receipt requested; or by overnight delivery by a reputable national courier service that provides automated delivery tracking; provided, however, that notices from Steward to Landowner to notify Landowner of the date and time of routine annual monitoring of the Easement Area pursuant to Section 2(b) above may be delivered by U.S. first-class mail or by electronic transmission (e.g., email or facsimile), provided that, in the latter case, the sender receives an acknowledgement of successful transmission or the recipient provides an acknowledgement of receipt. Notices to Landowner shall be addressed to Landowner's address as recited below or to such other address as Landowner may designate by notice in accordance with this Section. Notice to Steward shall be addressed to its principal office, recited below, marked for the attention of the Executive Director, or to such other address as Steward may designate by notice in accordance with this Section. Notice shall be deemed given and received as of the date of its actual delivery to the recipient.

To Landowner:	Kevin and Catie Simonis 6753 Maine Prairie Road Dixon, CA 95620 Telephone: (707) 514-5806 Email: emighcatie@gmail.com
To Steward:	Solano Land Trust Attn: Nicole Braddock, Executive Director 198 Dobbins St., Suite A Vacaville, CA 95688 Telephone: (707) 432-0150 Facsimile: (707) 240-4183 Email: nicole@solanolandtrust.org
With copy to:	Ellen A. Fred, Esq. Conservation Partners 5111 Telegraph Ave., No. 311 Oakland, CA 94609 Telephone: (510) 290-0165 Email: efred@conservationpartners.com

18. Landowner's Environmental Warranty

(a) Nothing in this Easement shall be construed as giving rise to any right or ability in Steward to exercise physical or management control over the day-to-day operations of the Entire Property, or any of Landowner's activities on the Entire Property, or otherwise to become an "owner" or "operator" or "responsible person" with respect to the Entire Property as those words are defined and used in environmental laws, including The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), or any corresponding state and local statute or ordinance.

(b) Landowner warrants that it has no actual knowledge of a release or threatened release of hazardous substances, wastes, or materials on the Entire Property or other adjacent property owned by Landowner, as such substances, wastes, and materials are defined by applicable law, or any violation of applicable environmental laws, and hereby promises to hold harmless, and defend and indemnify, Steward and its members, directors, officers, employees, legal representatives, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them, from and

against any and all loss, cost, claim (without regard to its merit), liability, or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste, material, or substance or violation of environmental laws, including but not limited to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; CERCLA; the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 *et seq.*; the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. § 136 *et seq.*; the Safe Drinking Water Act, as amended, 42 U.S.C. § 300f *et seq.*; California Health and Safety Code § 25100, and in the regulations adopted and publications promulgated pursuant to them. Notwithstanding the foregoing, Landowner's indemnity obligation set forth above shall not apply to any liabilities, costs, losses, orders, liens, penalties, damages, claims, causes of action, demands, and/or judgments arising from the active negligence or willful misconduct of Steward.

(c) If at any time after the Effective Date of this Easement there occurs a release, discharge, or other incident in, on, or about the Entire Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Landowner agrees to take all steps that are required of Landowner under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

19. Landowner's Title Warranty

Landowner represents and warrants that Landowner has fee simple title to the Easement Area and, to the best of Landowner's actual knowledge, has disclosed to Steward any off-record lease agreements, liens, and encumbrances affecting the Easement Area. Steward has obtained a preliminary title report for the Easement Area from Placer Title Company, dated December 30, 2025 ("Title Report"), that show prior encumbrances of record affecting the Easement Area. All financial liens or financial encumbrances shown on said preliminary reports existing as of the Effective Date of this Easement (excepting liens for property taxes which are not yet due and payable) have been subordinated to this Easement. Landowner promises to defend title to the Easement Area against all claims that may be made against it. If Landowner discovers at any time that any old or new interest in the land exists that is not disclosed in the Title Report, Landowner shall immediately notify Steward of the discovery and shall take all necessary steps to ensure that the interest is made subject to this Conservation Easement and that the existence of the interest or the exercise of any rights under it does not interfere with this Conservation Easement.

20. General Provisions

(a) *Interpretation.* This Conservation Easement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its Conservation Purpose. Except as otherwise provided, references to authorities in this Conservation Easement shall be to the statute, rule, regulation, ordinance, or other legal provision that is in effect at the time this Conservation Easement becomes effective. No provision of this Conservation Easement shall constitute governmental approval of any improvements, construction, or other activities that may be permitted under this Conservation Easement.

(b) *Successors.* Every provision of this Conservation Easement that applies to Landowner or Steward shall also apply to, and this Conservation Easement shall bind and inure to the benefit of, their respective agents, heirs, executors, administrators, assigns, and other successors in interest.

(c) *Severability.* If any term, provision, covenant, condition, or restriction of this Conservation Easement is held by a court of competent jurisdiction to be unlawful, invalid, void,

unenforceable, or otherwise not effective, the remainder of the Conservation Easement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

(d) *Perpetuation of Conservation Easement.* This Conservation Easement shall be of perpetual duration. No merger of title, estate, or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Easement Area, or any portion of the Easement Area. It is the express intent of the parties that this Conservation Easement not be extinguished by, or merged into, any other interest or estate in the Easement Area now or hereafter held by Steward or Steward's successor or assignee.

(e) *No Waiver.* Enforcement of the terms of this Conservation Easement is at the discretion of Steward. Any forbearance by Steward to exercise its rights under this Conservation Easement shall not be deemed or construed to be a waiver by Steward of such term or of any of Steward's rights under this Conservation Easement. No delay or omission by the Steward in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. No forbearance or waiver by Steward of any default or breach, whether intentional or not, shall be deemed to extend to any prior or subsequent defaults or breaches, nor shall it affect in any way any rights arising by virtue of any prior or subsequent occurrence.

(f) *Recording.* This Conservation Easement shall be recorded in the official records of the County of Solano, State of California.

(g) *Integration.* This Conservation Easement, together with the Baseline Report and Conservation Plan, if applicable, is the final and complete expression of the agreement between the parties with respect to this subject matter. Any and all prior or contemporaneous agreements with respect to this subject matter, written or oral, are merged into this written instrument.

(h) *Administrative Costs.* The administration of this Conservation Easement by Steward requires considerable time and expense. Steward shall bear all routine administrative expenses related to the Conservation Easement, including but not limited to the following activities: routine easement monitoring and reporting and review of written notices from Landowner. Landowner agrees to pay the reasonable administrative expenses, including but not limited to reasonable attorneys' and consultants' fees, for non-routine administration of the Conservation Easement including, but not limited to, any non-routine additional monitoring and reporting required to monitor the permitted agritourism activities and restoration required under Section 5(q) above, reviewing actions requiring Steward's approval under Section 7, enforcement of Easement violations, Steward's staff time related to Landowner's refinancing and/or sale of the Easement Area, and any amendment to this Easement requested or otherwise initiated by Landowner.

(i) *Estoppel Certificate.* In connection with a sale or financing of the Easement Area, Steward shall, upon not less than thirty 30 days' prior written notice from Landowner, execute and deliver to Landowner or any person designated by Landowner, an estoppel certificate in reasonable form, stating either (1) that Landowner is not in violation of this Conservation Easement or (2) if Landowner is in violation, the nature of the violation. Any such statement may be conclusively relied upon by the prospective purchaser, assignee, sublessee, lender, or other person or entity reasonably requesting the estoppel certificate.

(j) *Counterparts.* Landowner and Steward may execute this instrument in two or more counterparts; each counterpart shall be deemed an original instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(k) *Headings.* The headings, titles, and subtitles herein have been inserted solely for convenient reference and shall be ignored in its construction.

IN WITNESS WHEREOF, Landowner and Steward, intending to be legally bound, have set their hands on the date first above written. To Have and To Hold, this Conservation Easement unto the Steward, its successors, and assigns, forever.

LANDOWNER:

KEVIN SIMONIS AND CATIE SIMONIS, husband and wife as community property with right of survivorship

By:



Kevin Simonis

By:



Catie Simonis

STEWARD:

SOLANO LAND TRUST,
a California nonprofit public benefit corporation

Signed in Counterpart

By: Nicole Braddock

Its: Executive Director

IN WITNESS WHEREOF, Landowner and Steward, intending to be legally bound, have set their hands on the date first above written. To Have and To Hold, this Conservation Easement unto the Steward, its successors, and assigns, forever.

LANDOWNER:

KEVIN SIMONIS AND CATIE SIMONIS, husband and wife as community property with right of survivorship

By: **Signed in Counterpart**

Kevin Simonis

By: **Signed in Counterpart**

Catie Simonis

STEWARD:

SOLANO LAND TRUST,
a California nonprofit public benefit corporation

_____

By: Nicole Braddock
Its: Executive Director

ACKNOWLEDGMENT

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 Solano

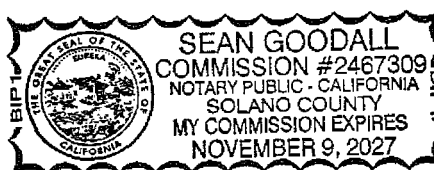
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On May 20, 2026, before me, Sean Goodall, Notary Public, personally appeared Kevin Kevin Simonis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged 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.

Sean Goodall (Seal)
Notary Public



ACKNOWLEDGMENT

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 Solano

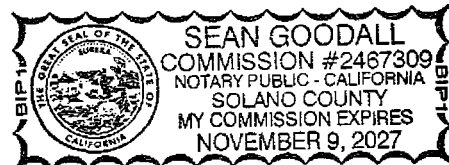
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On May 20, 2026, before me, Sean Goodall, Notary Public, personally appeared Catie Simonis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me 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.

Sean Goodall (Seal)
Notary Public



ACKNOWLEDGMENT

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 SOLANO

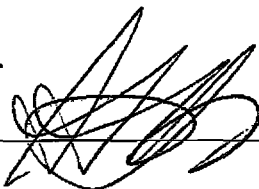
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On 5-21, 2026, before me, S.L. HOOTEN, Notary Public, personally appeared NICOLE BRADDOCK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that 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.

Notary Public



(Seal)



List of Exhibits

Exhibit A	Legal Description of the Entire Property
Exhibit A-1	Legal Description of the Easement Area
Exhibit A-2	Map of the Easement Area
Exhibit B	Baseline Report Acknowledgment
Exhibit C	Agritourism Management Plan Template

Exhibit A
Legal Description of the Entire Property

The land described herein is situated in the State of California, County of Solano, unincorporated area, described as follows:

Being a portion of the South one-half of Section 25, Township 6 North, Range 1 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Beginning at the most Southwesterly corner of said Section 25, said point being at the intersection of Highway 113 and Main Prairie Road; thence Easterly along the Southerly line of said Section 25, South 89° 55' 17" East, 1797.95 feet; thence leaving said Southerly line of Section 25, North 7° 04' 34" West, 2660.55 feet to a point on the North line of the South one-half of Section 25; thence Westerly along said North line, North 89° 55' 26" West, 1457.77 feet to the West quarter corner of said Section 25; thence Southerly along said West line of Section 25, South 0° 16' 12" West, 2639.79 feet to the point of beginning.

Excepting therefrom a 1/3 interest in and to all minerals, mineral deposits, oil, gas and other hydrocarbon substances of every kind and character contained in, under or upon the hereinabove described property as excepted in the Deed recorded November 15, 1994 as Instrument No. 1994-00099283, Solano County Records.

Also excepting therefrom that portion described in the Final Judgment in Condemnation, recorded August 13, 1992 as Instrument No. 1992-00072980, Solano County Records.

Also excepting therefrom that portion described in the Deed to the State of California, recorded September 12, 1994 as Instrument No. 1994-00082314, Solano County Records.

Note: The above described property is considered to be a "non-buildable site" due to excessive noise as identified in the comprehensive airport land use plan for Travis Air Force Base, as disclosed by Certificate of Compliance recorded September 29, 1994 as Instrument No. 1994-00087514.

APN: 0143-170-100

Exhibit A-1
Legal Description of the Easement Area

[Attached]

APN: 0143-170-100 (portion)

Exhibit "A-1"
Legal Description
Land Conservation Easement

All that real property situate in the County of Solano, State of California, being a portion of the parcel described in the Grant Deed to Kevin Simonis and Catie Simonis filed for record as Instrument No. 2025-15171, Solano County Records, said easement being a portion of the South 1/2 of Section 25, T.6N., R.1E., M.D.M. more particularly described as follows:

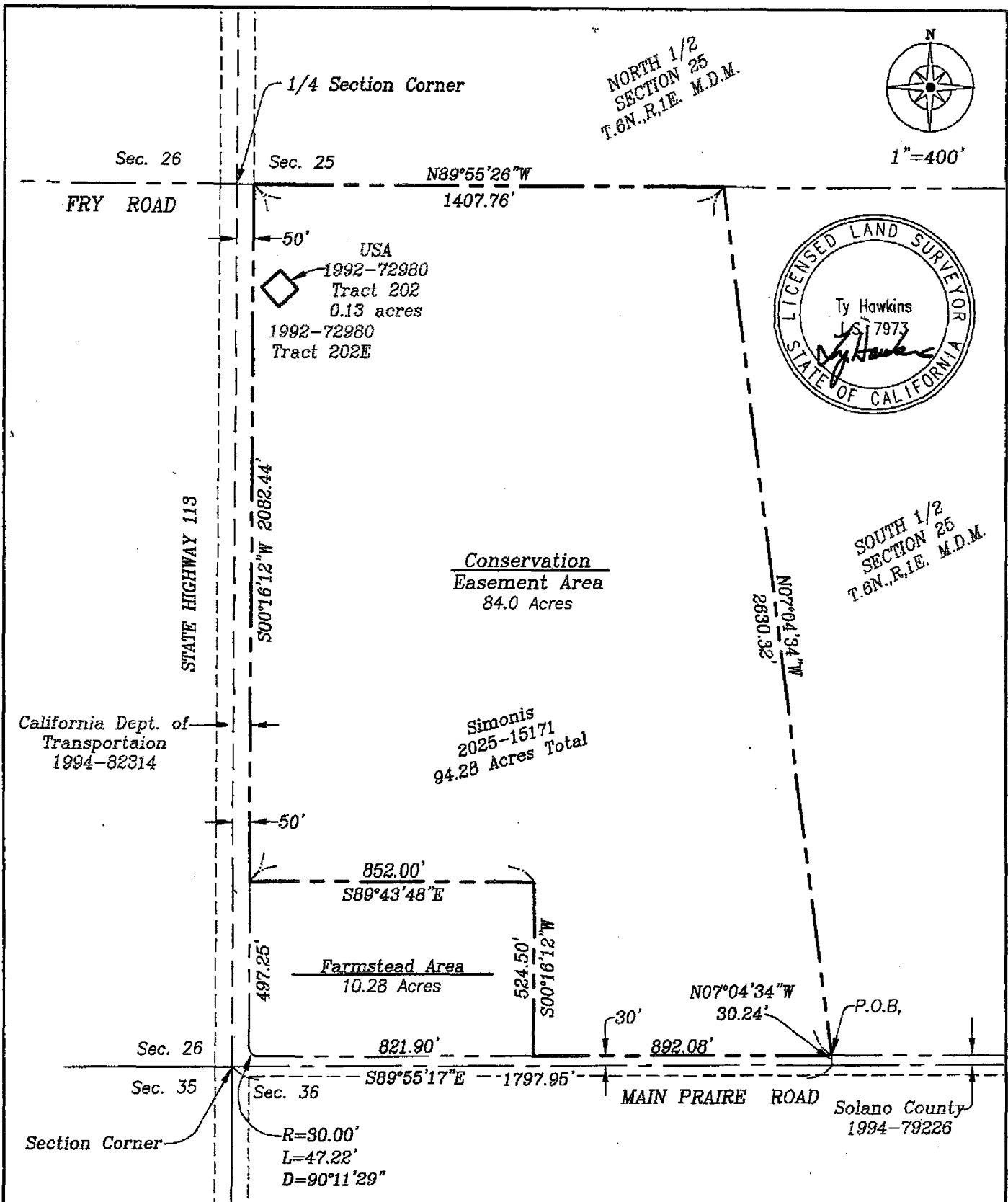
Beginning at the Southeasterly corner of said Simonis parcel, said point bears South $89^{\circ}55'17''$ East, 1797.95 feet and North $07^{\circ}04'34''$ West, 30.24 feet from the Southwest corner of said Section 25; thence along the Easterly line of said Simonis parcel North $07^{\circ}04'34''$ West, 2630.32 feet to a point on the North line of the South 1/2 of said Section 25; thence Westerly along said North line, North $89^{\circ}55'26''$ West, 1407.76 feet to the Northwest corner of said Simonis parcel; thence along the West line of said Simonis Parcel, South $00^{\circ}16'12''$ West, 2082.44 feet, thence leaving said West line South $89^{\circ}43'48''$ East, 852.00 feet; thence South $00^{\circ}16'12''$ West, 524.50 feet to the South line of said Simonis parcel; thence along said South line South $89^{\circ}55'17''$ East, 892.08 feet to the point of beginning.

Excepting therefrom that portion described in the Final Judgement of Condemnation filed for record August 13th 1992 as Instrument Number 1992-00072980, Solano County Records.

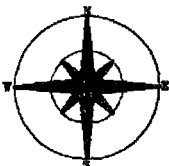
Containing 84.0 Acres.

Bearings shown hereon are based on the Record of Survey Map filed for record in Book 19 of Surveys, Page 78, Solano County Records.





Ty Hawkins LS 7973
3636 Oak Canyon Ln.
Vacaville CA. 95688
Ph. 707-974-9890



Plat to Accompany Legal Description
For A Land Conservation Easement
Over the Lands of Simonis
A Portion of the South 1/2
Section 25, T.6N., R.1E., M.D.M.
Solano County California

Date: 05/04/2026	Scale: 1"=400'
Job #: 25073	
	Sheet 1
	of 1

Exhibit A-2
Map of the Easement Area

[Attached]

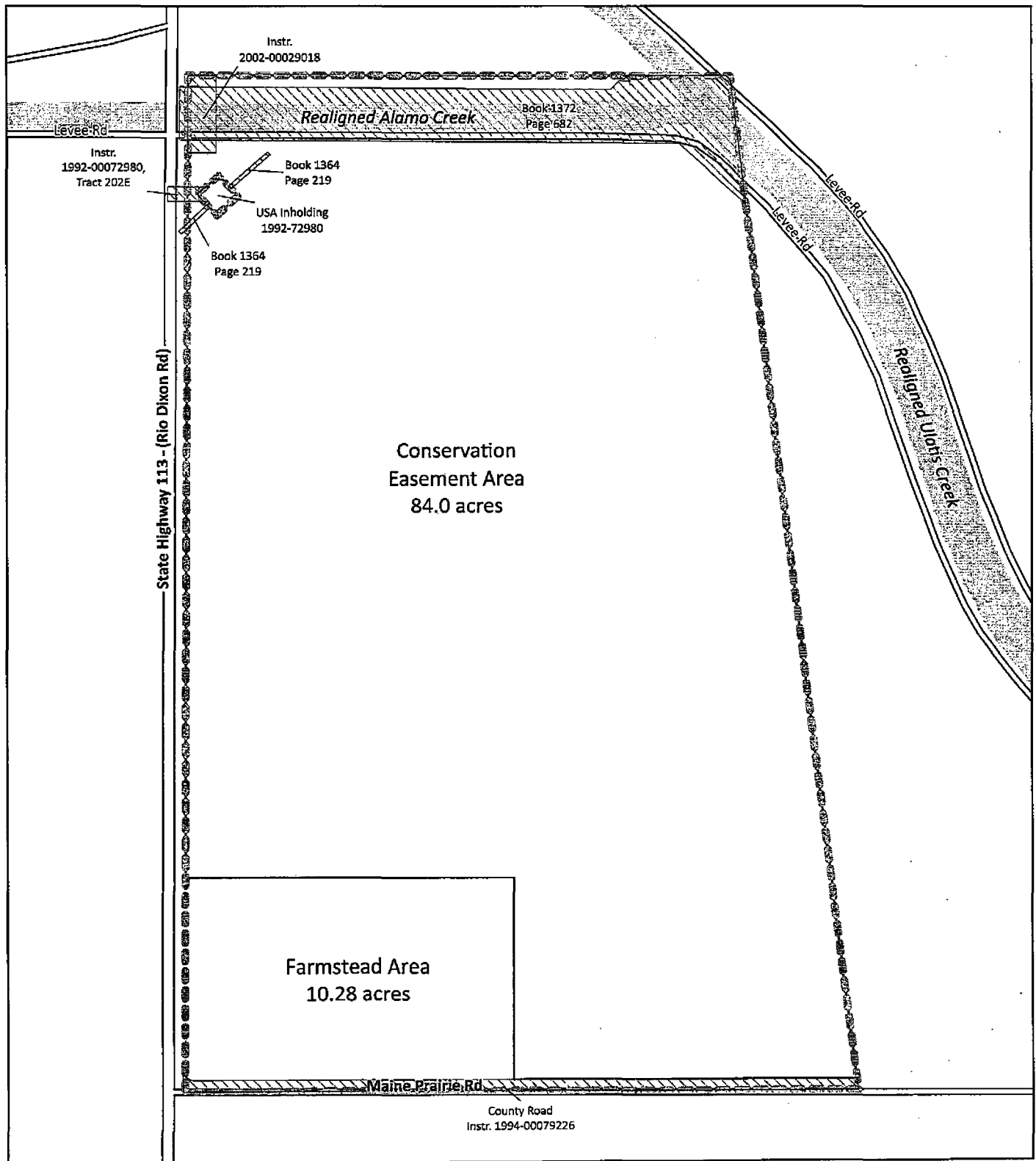


FIGURE 2

LSA



0 175 350
FEET

- | | | | |
|--|-------------------------------------|--|-----------------|
| | Parcel Boundary (APN: 0143-170-100) | | Highway |
| | Conservation Easement | | Local Road |
| | Exceptions from Title Report | | Realigned Creek |

KC Farming Property
Parcel and Conservation Easement Boundary

SOURCE: LSA (03/2026).

I:\2026\20262771.01\GIS\Pro\KC Farming Property\KC Farming Property.aprx (8W Fig 2 - Parcel and Conservation Easement Boundary)
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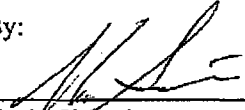
Exhibit B
Baseline Report Acknowledgment

Solano Land Trust ("Steward") and Kevin Simonis and Catie Simonis (collectively, "Landowner"), hereby acknowledge that they have received a copy of a Baseline Report dated April 2026, prepared by Solano Land Trust. By signing below, Landowner and Steward accept and acknowledge that the Baseline Report is an accurate representation of the condition of the Easement Area as of the date of the Conservation Easement. Landowner and Steward both agree to retain a copy of the Baseline Report in their respective files.

LANDOWNER:

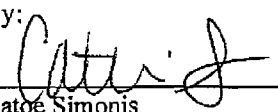
KEVIN SIMONIS AND CATIE SIMONIS, husband and wife as
community property with right of survivorship

By:



Kevin Simonis

By:



Catie Simonis

STEWARD:

SOLANO LAND TRUST,
a California nonprofit public benefit corporation



By: Nicole Braddock
Its: Executive Director

Exhibit C
Template of Management Plan for Seasonal Agritourism Activities
on the KC Farming LLC Property

This Management Plan for Seasonal Agritourism Activities on the _____ Farm ("Plan") dated _____, 20____, provides guidelines for the management of seasonal agritourism operations on the portions of the KC Farming LLC property subject to the Conservation Easement ("Property"), including, but not limited to, pumpkin patch, corn maze, farm-stand operations, fruit and vegetable picking, educational demonstrations, and other activities as more particularly described in this Plan ("Seasonal Activities") and organization of associated logistical facilities. The Plan also designates the calendar dates when Seasonal Activities may take place on the Easement Area and a description of the process for notice to and approval of Steward of such Seasonal Activities.

The Easement Area is encumbered by a Deed of Agricultural Conservation Easement dated _____, ____ ("Conservation Easement" or "Easement"), between the owner of the Easement Area ("Landowner") and Solano Land Trust ("Steward"). The Conservation Easement is a legally binding document that governs Landowner's use of the Easement Area. The Easement includes allowances for agritourism and a seasonal sales lot, subject to prior approval of Steward under Section 5(q) of the Easement. This Plan has been incorporated as part of the Easement, is referenced in Section 5(q), and is subject to any and all remedies provided in the Easement. All initially capitalized terms not defined herein shall have the meanings given in the Conservation Easement. In the case where a conflict exists between this Plan and the Conservation Easement, the terms, proscriptions, and conditions of the Easement shall control, unless such conflict is expressly stated herein to be controlling over the Conservation Easement.

Pursuant to the Conservation Easement, Landowner prepared this Plan and submitted it to Steward for review and approval. Steward has determined that the Plan is consistent with the Conservation Easement's Conservation Purpose and preservation of the Easement Area's Conservation Values. Any subsequent updates to the Plan will become effective only upon the mutual consent of Landowner and Steward pursuant to the process described in Section 7 of the Easement. The Plan shall be updated and adjusted as necessary (including any adjustments that may be necessary after the Landowner's initial season operating under the Plan) to uphold the Conservation Purpose and preserve the Conservation Values by mutual agreement of Landowner and Steward and in any event shall be reviewed and updated at least once every five (5) years, unless otherwise agreed by the parties.

Prior to the commencement of any Seasonal Activities on the Easement Area, including but not limited to any planting related to the Seasonal Activities, Landowner shall comply with the notice and approval requirements described in Section 7 of the Conservation Easement, including preparation and submission of this Plan to Steward for its review and approval. Landowner shall submit the proposed Plan, including a detailed description of proposed Seasonal Activities, to Steward no less than eight (8) weeks prior to Landowner's intended commencement of the Seasonal Activities (or sooner if feasible). Steward shall respond to Landowner's Written Notice within two (2) weeks of its receipt of such notice with acknowledgement of receipt and with any request for additional information or modifications. Steward shall have forty-five (45) days from the date Steward notifies Landowner that Landowner has submitted all the information reasonably required by Steward to review the proposed Plan to notify Landowner of its decision. Section 7 of the Easement provides additional details of this notice and approval requirement. Landowner shall not commence any Seasonal Activities unless and until Landowner and Steward have signed the acknowledgement at the end of this Plan.

The conduct of any activity that does not comply with the Plan or the Easement will be deemed a violation of the Easement and may be remedied by Steward as described in Section 8 of the Easement. Other activities taking place on the Easement Area that are not circumscribed in this Plan will be evaluated based on the Easement's terms.

Given the additional responsibility placed on Steward to monitor Seasonal Activities on the Easement Area, Steward has required, and Landowner has agreed to pay, an additional fee for each season where Seasonal Activities take place. Steward will monitor compliance with the Plan periodically during the operation of Seasonal Activities, at Steward's discretion, with notice to Landowner as provided in Easement Section 2(b). At the conclusion of the Seasonal Activities, Steward will monitor compliance with the Plan, including but not limited to the requirement that Landowner return the Easement Area to its pre-existing condition. Steward will add information gathered during post-Seasonal Activity monitoring to the Baseline Report (as defined in Recital H of the Easement).

The Plan shall include, at a minimum, the following information and such additional information as Steward may reasonably request:

1. Description of Seasonal Activities (such as pumpkin patch, corn maze, public areas, sales area, temporary buildings/structures/trailers, food-sales area, port-a-potties, lighting, signs, passenger drop-off, parking, etc.)
2. Definition of season
 - A. When Seasonal Activities will start
 - B. When the Easement Area will be returned to agricultural use
 - C. Dates to be open to the public
 - D. Dates of potential "busy" days
3. Location of Seasonal Areas (as shown on a map of Property)
 - A. Parking
 - B. Secondary (i.e., overflow) Parking if needed
 - C. Seasonal Sales Lot and Structures
 - D. Other Outbuildings and Fences
4. Which Seasonal Activities will be conducted in each Seasonal Area (Landowner to name the Seasonal Areas)
5. Parking Management Plan (examples include rainy season plan, lighting, use of parking assistants, safety features at road crossings, etc.)
 - A. Main Parking Area Plan
 - B. Proposed Temporary Overflow Parking Area, if applicable
6. Plan to Prepare Seasonal Areas for Next Crop
7. Acknowledgement by Landowner that approval of the Plan requires payment by Landowner to Steward of fee for additional monitoring during, and at the conclusion of, the Seasonal Activities
8. Signatures of Landowner and Steward

_____, as Landowner, and Solano Land Trust, as Steward, certify that each is familiar with the condition of the Easement Area and do acknowledge and agree that this Management Plan for Seasonal Agritourism Activities is hereby entered into, incorporated as part of the Conservation Easement on the Easement Area, and accepted by the undersigned. Landowner and Steward each have copies of this Plan.

Steward

Date

Landowner

Date

APPENDIX 4.2-C: DRAFT SLT ILF MITIGATION AGREEMENT

**SWAINSON'S HAWK FORAGING HABITAT
MITIGATION AGREEMENT**

This Swainson's Hawk Foraging Habitat Mitigation Agreement ("Agreement") is made this ____ day of _____, 2026, by and between Corby Energy Storage, LLC ("Proponent"), a Delaware limited liability company, having an address at 700 Universe Boulevard, Juno Beach, FL 33408; and Solano Land Trust ("SLT"), a California nonprofit public benefit corporation, having an address of 198 Dobbins Street, Suite A, Vacaville, CA 95688, together referred to as the "parties."

RECITALS

WHEREAS, the parties have a shared interest in protecting Swainson's Hawk foraging habitat; and

WHEREAS, Proponent is developing the Corby Battery Energy Storage System Project ("Corby BESS Project"), a battery energy storage facility located in Solano County, California, which is being permitted by the California Energy Commission ("CEC") as lead agency pursuant to the Opt-In Certification Program under Assembly Bill 205; and

WHEREAS, the CEC's Condition of Certification BIO-20 for the Corby BESS Project requires Proponent to mitigate for loss of 16.1 acres of Swainson's Hawk foraging habitat by paying an in-lieu fee (the "In-Lieu Fee") to fund the creation and execution of a conservation easement ("CE") on a property with significant, consistent Swainson's Hawk foraging habitat value; and

WHEREAS, Proponent is required to implement, and SLT is required to consult regarding, the mitigation measures set forth in the CEC's Condition of Certification BIO-20 for the Corby BESS Project; and

WHEREAS, the mission of SLT is to protect land to ensure a healthy environment, keep ranching and farming families on their properties, and inspire a love of the land, and SLT has professional expertise in this area; and

WHEREAS, Proponent and SLT have participated in the process to develop a mitigation project for the Corby BESS Project, which is referred to in this document as the "Corby BESS Swainson's Hawk Foraging Habitat Mitigation Project" (also referred to herein as the "Mitigation Project"); and

WHEREAS, Proponent wishes to facilitate mitigation of impacts to Swainson's Hawk foraging habitat, as required by the CEC Condition of Certification BIO-20, in an efficient and timely manner through payment of the In-Lieu Fee; and

WHEREAS, SLT desires to assist Proponent in meeting these mitigation requirements in a manner that is consistent with its mission and conservation priorities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

1. In-Lieu Fee. Proponent shall pay to SLT an in-lieu fee (the "In-Lieu Fee") as prescribed in the CEC Condition of Certification BIO-20 for the Corby BESS Project ("COC-BIO-20"), to fund the creation and execution of a Swainson's Hawk conservation easement ("CE") in satisfaction of Proponent's mitigation obligation under the CEC Conditions of Certification for the Corby BESS Project. The value of the In-Lieu Fee shall be determined based on the 2026 City of Vacaville Agricultural Land and Avian Species Foraging Habitat In-Lieu Fee Program (the "2026 Fee Program"), of which SLT is a partner agency in the approval of the 2026 report establishing such fee. For the avoidance of doubt, this Agreement covers Swainson's Hawk foraging habitat mitigation only, and does not cover, and no In-Lieu Fee collected hereunder shall be used for, agricultural mitigation. The In-Lieu Fee shall be paid to SLT in accordance with the schedule set forth in COC BIO-20. Proponent shall provide SLT with a breakdown of the mitigation requirements for which the In-Lieu Fee is to be used. SLT shall hold the In-Lieu Fee in an account that is FDIC insured and provide reporting to Proponent on an annual basis as described below.

- a. The In-Lieu Fee paid by Proponent, together with any interest or investment earnings thereon, shall be held by SLT in a segregated account and is referred to in this Agreement as the "Mitigation Funds."

2. Mitigation Requirement. The mitigation project covered by this Agreement is the creation and execution, funded by the In-Lieu Fee, of a CE for Swainson's Hawk foraging habitat (the "Mitigation Requirement"). The primary purpose of the CE is to protect the habitat values of the property and, in particular, foraging habitat for the Swainson's Hawk ("Habitat Primary Purpose"). Because Swainson's Hawk foraging habitat in Solano County is provided principally by actively farmed agricultural land, the continued protection of the property's agricultural use, viability, and character is integral to, and serves, the Habitat Primary Purpose. To the extent that protection of the other conservation values inherent in the property (including its agricultural viability, character, and values, and its open-space and scenic values) is consistent with the Habitat Primary Purpose of the CE, it is also the purpose of the CE to protect those additional conservation values ("Additional Purpose"). The Habitat Primary Purpose and Additional Purpose would collectively be the "Habitat Mitigation Conservation Purpose" of the CE. The result would be a CE that specifies Swainson's Hawk foraging habitat as the lead, primary conservation value, with protection of the property's agricultural use and value as a secondary, supporting purpose that furthers the Habitat Primary Purpose. As used in the CE, the terms "significantly" and "significant," when used with "impair" and "impairment," respectively, would mean a greater than negligible adverse impact for more than a transient period.

3. Mitigation Land Prioritization. Mitigation projects ("project/s") that meet the Mitigation Requirement will then be prioritized in the following order:

- a. Land within the Corby BESS Project area up to 10 miles that fits the criteria for Swainson's Hawk foraging habitat preserves and reserves as defined by the regional HCP as drafted and created by the Solano County Water Agency ("SCWA");
- b. Land that meets the mitigation requirement within Solano County with a willing seller.
- c. If for any reason adequate land to meet the conservation goals and criteria described above cannot be identified or acquired, Proponent, SLT, and CEC (in consultation with CDFW) shall meet and confer to identify other areas where conservation acquisitions can occur at a reasonable cost and to satisfy the conservation goals described in this Agreement.

The selected mitigation projects to be used in satisfying the requirements for BIO-20 will require approval by CEC Staff, in consultation with CDFW.

4. Process. SLT's current process for conservation easements is outlined below for information purposes. This process may be updated by the SLT Board of Directors; however, the requirements stated below related to consultation with and approval of Proponent will be amended only with written concurrence by both Proponent and SLT. SLT may use Mitigation Funds for each stage of its conservation easement process, from Project Screening through Project Reporting, as further described below, including but not limited to staff time; third-party legal and other consultation fees; other external costs, such as appraisals and surveys; easement acquisition costs; and stewardship endowments.

- a. Project Development Phases:

- i. Project Screening

1. A landowner approaches SLT or SLT engages a landowner who may be interested in a conservation easement.
2. The landowner submits an application to SLT, which is reviewed by SLT staff.
3. SLT reviews the property and determines if the property meets the requirements for mitigation under this Program.
4. If the land meets SLT's requirements and both SLT and the landowner are interested in moving to the next phase, SLT and the landowner will enter into a Letter of Intent to work together and the project moves into the Project Development phase.

ii. Project Development

1. Finalize and sign the LOI with the landowner;
2. Obtain and evaluate title report;
3. Consult with Proponent regarding mitigation requirements and adequacy of property to satisfy such requirements;
4. Draft CE (based on SLT's established Swainson's Hawk easement template);
5. Estimate stewardship endowment (including legal defense);
6. Conduct appraisal;
7. Legal review of CE, appraisal, title, and other documents;
8. Finalize stewardship endowment calculation;
9. Negotiate purchase agreement with landowner and finalize;
10. Create baseline conditions report for the CE property and Mitigation Implementation Plan (to assess adequacy of the mitigation land as foraging habitat);
11. Provide Proponent with baseline conditions report and the draft CE for review to determine whether the draft CE meets the applicable mitigation requirements. Proponent and SLT will meet and confer to address any concerns regarding the draft CE.
12. Once the draft CE is acceptable to Proponent, Proponent provides SLT with written confirmation that the draft CE satisfies the applicable mitigation requirements;
13. Obtain final approvals of CE and baseline report from the landowner;
14. The SLT Board approves the CE, purchase agreement and any other agreements, baseline report, stewardship endowment, etc.

iii. Execution of Conservation Easement

1. Execute purchase agreement;
2. Execute CE and baseline report (landowner and SLT);
3. Coordinate close of escrow; and
4. Fund stewardship endowment, which will be pooled with SLT's existing "CE Stewardship and Legal Defense Account" at the close of escrow. As projects are implemented, Mitigation Funds will fund a CE stewardship endowment for each CE at closing.

iv. Project Reporting by SLT to Proponent:

1. Within 30 days of project completion, SLT will submit a final project report to Proponent.
 - a. The final project report will include property and CE details and all costs for the project, including pre-development, development, stewardship and legal.
 - b. Stewardship: SLT is dedicated to upholding its legal and community obligations to preserve the conservation easements it accepts for as long as such easements exist. Recognizing that SLT's conservation easements are perpetual in duration, SLT understands that one of the keys to preserving these easements is its commitment to monitor, defend, and enforce the terms of each conservation easement on a consistent basis. SLT recognizes that

regular and consistent monitoring will enhance its relationships with conservation landowner partners through personal communication. In addition, SLT is a Land Trust Alliance accredited agency and its policies are reviewed regularly for applicability and updating.

i. For purposes of this Agreement, SLT will conduct the following stewardship activities:

1. SLT will practice landowner outreach to ensure good communications with the landowner;
2. SLT will monitor each CE property annually and more frequently if needed;
3. Once monitored, SLT will send a monitoring report to the landowner, Proponent, and keep the report on file;
4. Stewardship activities are funded by SLT's pooled CE stewardship endowment funds.

5. Mitigation Funds as Matching Funds. Both parties acknowledge that SLT may be able to leverage the acres protected with the Mitigation Funds by matching them with other funding sources, which include but are not limited to: government or private grants, private donations or SLT's discretionary funds. As long as the CE projects meet the Mitigation Requirement, the Mitigation Funds may be used in this way.

6. Reporting.

a. SLT will annually perform a site visit to determine whether the terms of the CE are being followed and will enforce those terms if a violation is found. Site visit results and any corrective actions will be documented in an annual report.

7. Easement Enforcement and Defense. Upon recordation of a CE, SLT shall be solely and exclusively responsible for monitoring, enforcing, and defending the terms of that CE, including but not limited to instituting any legal proceedings necessary to enforce or defend the CE, which SLT may pursue in its sole and absolute discretion. Enforcement and defense activities shall be funded from SLT's pooled CE Stewardship and Legal Defense Account described in Section 4 above.

a. Proponent shall have no ongoing obligation, oversight role, or right of approval with respect to the enforcement or defense of a recorded CE. Proponent's obligations under this Agreement with respect to a given CE shall be deemed fully satisfied upon recordation of that CE, and responsibility for the CE shall thereafter rest solely with SLT.

8. Timeline. Proponent's mitigation funding obligation becomes due under its CEC Condition of Certification BIO-20 no later than 30 days prior to construction mobilization. Proponent shall transfer the mitigation funding to SLT (the "Transfer Date"). SLT shall have eighteen (18) months from the Transfer Date to record a Swainson's Hawk conservation easement on the required number of acres. If SLT is unable to do so within this period, SLT and Proponent shall meet to determine next steps, including reporting of status and next steps to the CEC Staff or such other direction as may be given.

9. Term and Termination. This Agreement shall commence on the date that is fully executed by all parties hereto ("Effective Date") and shall continue until terminated as provided herein.

a. For Cause: This Agreement may be terminated by Proponent if SLT fails, after notice and a reasonable opportunity to cure of not less than thirty (30) days, to fulfill its obligations hereunder. In the event that SLT fails to cure, Proponent may terminate this Agreement immediately upon written notice to SLT and the CEC.

b. Without Cause: SLT and Proponent may terminate this Agreement without cause by providing written notice to the other party and CEC no less than one hundred eighty (180) days prior to the date of termination.

c. Upon termination of its responsibilities under this Agreement either with or without cause, SLT shall distribute remaining Mitigation Funds to Proponent within thirty (30) days of the effective date of termination; however, funds that have been transferred to the CE Stewardship and Legal Defense Account will not be distributed.

10. Amendment. No amendment of this Agreement shall be valid unless made in writing and signed by the parties. No prior oral understanding or agreement not incorporated in this written Agreement is binding on any of the parties. Proponent's authorized representative shall have the authority to take all actions to implement this Agreement and to make minor amendments to effectuate the intent of the Agreement that do not affect the substance of the mitigation.

[Signatures to follow on next page.]

SOLANO LAND TRUST,

a California nonprofit public benefit corporation

By: _____

Nicole Braddock, Chief Executive Officer

CORBY ENERGY STORAGE, LLC,

a Delaware limited liability company

By: _____

Name: _____

Title: _____

APPENDIX 4.2-D: TEMPLATE ILF SWHA DEED OF CONSERVATION EASEMENT

Recording requested by:

Solano Land Trust
Attn: Nicole Braddock, Chief Executive Officer
198 Dobbins St., Suite A
Vacaville, CA 95688

Solano County APNs: [APN]

(Space above for Recorder's use only.)

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement" or "Easement") is granted this ____ day of _____, 2026 ("Effective Date"), [LANDOWNER NAME] ("Landowner"), to Solano Land Trust, a California nonprofit public benefit corporation ("Steward").

R E C I T A L S

A. Landowner is the sole owner of the entire fee simple interest of certain real property in Solano County, California, legally described in Exhibit A, attached hereto and incorporated herein by this reference, which consists of approximately [XX] acres of land, together with certain roads and other improvements, and known commonly as "[PROPERTY NAME/LOCATION]" (the "Property"). There are no existing buildings or improvements on the Property as of the date of this Easement other than an agricultural well and a fence encompassing the Property, each as further described in the Baseline Report (as defined below) and depicted on the Property map attached as Exhibit A-1, which is incorporated herein by this reference. For purposes of this Easement, the Property is divided into two distinct areas: the "Farmstead Area" (as defined in Section 6(a) below) and the "Agricultural Production Area," which constitutes the remainder of the Property outside the Farmstead Area.

B. The Agricultural Production Area consists primarily of productive agricultural land. The Property is well endowed with the characteristics required for productive agriculture, i.e., fertile soils, excellent climate, and a long growing season. Agricultural water is supplied by an onsite agricultural well.

C. Landowner grants this Conservation Easement for valuable consideration to Steward for the purpose of ensuring that the Property's soils, the potential for Swainson's hawk (*Buteo swainsoni*) foraging habitat, and the open-space character of the Property will be conserved and maintained forever, and that uses of the land that are inconsistent with these purposes will be prevented or corrected.

D. The grant of this Conservation Easement and the continued agricultural use of the Property (subject to the terms of this Easement) will have significant public benefits and will also serve the following conservation purpose as that term is defined in section 170(h)(4)(A)(iii) of the Internal Revenue Code of 1986, as amended ("Internal Revenue Code"): the protection of open space, including farmland, pursuant to the following clearly delineated governmental conservation policies:

Sections 815.1 and 815.2 of the California Civil Code, which define perpetual conservation easements;

California Constitution Article XIII, section 8 and California Revenue and Taxation Code section 422.5, under which this agricultural conservation easement is an enforceable restriction, requiring that the Property's tax valuation may be consistent with restriction of its use;

Section 51220 of the California Government Code, which declares a public interest in the preservation of agricultural lands;

The California General Plan law, section 65300 *et seq.*, and section 65400 *et seq.* of the California Government Code, which includes as one of its goals to protect all viable farmlands designated as prime, of statewide importance, unique, or of local importance from conversion to and encroachment of non-agricultural uses; and

Agriculture Policy No. 1 of the Solano County General Plan, as amended, which states that it is the County's objective and policy to preserve and maintain essential agricultural lands.

E. The Property's ability to support agricultural activity, important foraging habitat for Swainson's hawk, and open-space and scenic values are collectively referred to as the "Conservation Values" of the Property. In particular, but not by way of limitation, the Property's Conservation Values include its nearly [XX] acres of high-quality soils, significant foraging habitat for Swainson's hawk, and visibility from [STATE HIGHWAY/ROUTE].

F. This Easement is being granted to fulfill certain Swainson's hawk foraging habitat mitigation requirements imposed on the following projects:

1. Corby Energy Storage, LLC, a Delaware limited liability company ("Applicant"), pursuant to the Conditions of Certification issued by the California Energy Commission ("CEC") for the Corby Battery Energy Storage System Project ("Corby BESS" or the "Project"), certified under the Opt-In Certification Program established by Assembly Bill 205, as provided by the CEC as lead permitting agency and as further described below. Applicant is required to meet certain mitigation requirements ("Mitigation Requirements") in order to undertake development of the Project in Solano County, California, pursuant to the CEC Conditions of Certification. Generally, such Mitigation Requirements include:

- Mitigation for elimination of Swainson's hawk foraging habitat resulting from the Project, in the amount of 16.1 acres required by the CEC's Condition of Certification BIO-20 ("COC BIO-20"). Such mitigation is funded through an in-lieu fee paid by Applicant to Steward pursuant to that certain 2026 Swainson's Hawk Foraging Habitat Mitigation Agreement between Applicant and Steward (the "Mitigation Agreement").
- Mitigation lands shall be prioritized in accordance with the land prioritization criteria set forth in the Mitigation Agreement, including, in order of priority: (i) land within ten miles of the Project that meets the criteria for Swainson's hawk foraging habitat preserves and reserves as defined by the regional Habitat Conservation Plan prepared by the Solano County Water Agency; and (ii) other land within Solano County meeting the mitigation requirement with a willing seller.

2. [ADD ADDITIONAL ILF PROJECTS CONTRIBUTING TO THE CONSERVATION EASEMENT]

G. Therefore, this Easement is being granted to fulfill the required Swainson's hawk foraging habitat mitigation pursuant to the Mitigation Requirements for the projects stated above by securing a conservation easement on lands viable for farming operations that provide Swainson's hawk foraging habitat.

H. The agricultural, habitat, open space, and other characteristics of the Property, its current use and state of improvement, are documented and described in a "Baseline Report," dated _____, 2026, and prepared by Solano Land Trust, which is incorporated herein by this reference. The Baseline Report, which consists of reports, maps, photographs and other documentation,

provides an accurate, though nonexclusive, representation of the Property as of the date of this Conservation Easement. One of the purposes of the Baseline Report is to serve as a baseline for monitoring compliance with the terms of this Conservation Easement. As attested on the Baseline Report Acknowledgement, which is attached hereto as Exhibit B and incorporated herein by this reference, Landowner and Steward acknowledge that the Baseline Report is an accurate representation of the condition of the Property as of the date of this Easement. Landowner and Steward shall retain duplicate originals of the Baseline Report. The Baseline Report may be used to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Property as of the date of this Conservation Easement.

I. Steward is a “qualified organization,” as that term is defined in Code section 170(h)(3) and California Civil Code section 815.3, and is qualified to hold conservation easements under the laws of the State of California.

J. To effectuate the intentions of the parties, Landowner is granting to Steward a perpetual and irrevocable conservation easement in gross over the Property in order to create certain restrictive covenants and to extinguish irrevocably and perpetually the right of Landowner to develop and use the Property except as expressly permitted in this Conservation Easement.

K. By accepting this Conservation Easement, Steward is undertaking to uphold in perpetuity the Conservation Purpose (as defined below) of this Conservation Easement and to preserve and protect in perpetuity the Conservation Values of the Property.

GRANT OF CONSERVATION EASEMENT

NOW, THEREFORE, for the reasons given above, and for valuable consideration, the receipt and legal sufficiency of which is acknowledged by the parties, as well as the mutual promises and covenants in this instrument, Landowner grants and Steward accepts a perpetual conservation easement as defined by sections 815.1 and 815.2 of the Civil Code of California, and of the nature and character described in this Conservation Easement.

1. Statement of Purpose

The primary purpose of this Conservation Easement is to protect the habitat values of the Property, and in particular, foraging habitat for the Swainson’s hawk (“Primary Purpose”). Because Swainson’s hawk foraging habitat in Solano County is provided principally by actively farmed agricultural land, it is also the purpose of this Conservation Easement to protect the Property’s continued agricultural use, viability, and character, to the extent that such protection is consistent with, and serves, the Primary Purpose of this Conservation Easement (“Secondary Purpose”). To the extent that protection of the other Conservation Values referenced above (including the Property’s open-space and scenic values) is consistent with the Primary and Secondary Purposes of this Easement, it is also the purpose of this Easement to protect that or those additional Conservation Values (“Additional Purpose”). The Primary, Secondary, and Additional Purposes are collectively referred to herein as the “Conservation Purpose” of this Conservation Easement. No activity, use or development of the Property for any purpose or in any manner that significantly impairs, interferes with, or conflicts with the Conservation Purpose shall be permitted, except as specifically permitted by this Conservation Easement. As used in this Easement, the terms “significantly” and “significant,” when used with “impair” and “impairment,” respectively, mean a greater than negligible adverse impact for more than a transient period.

2. Rights and Interests Conveyed

To accomplish the Conservation Purpose of this Conservation Easement, subject to the terms and conditions of this Easement, the following rights and interests are conveyed by Landowner to Steward:

(a) To identify, to preserve, and to protect in perpetuity the Conservation Values of the Property and to uphold the Conservation Purpose of this Easement.

(b) To enter upon and inspect, observe, and study the Property for the purposes of (1) identifying the condition of, uses and practices occurring on the Property; and (2) monitoring those uses and practices to determine whether they are consistent with the Conservation Purpose and other terms and conditions of this Conservation Easement. Except in cases where Steward determines, in its reasonable discretion, that immediate entry is required to investigate a use or condition on the Property in order to prevent, terminate, or mitigate a violation or potential violation of the terms of this Easement, entry is permitted with reasonable prior notice to Landowner and shall be made in a manner that will not unreasonably interfere with Landowner's use and quiet enjoyment of the Property. In the event Steward determines that immediate entry is required, if reasonably feasible under the circumstances, Steward shall attempt to provide telephonic or electronic (i.e., email) notice to Landowner in advance of such entry.

(c) To prevent any activity on or use of the Property that is not permitted by the terms of this Easement or is otherwise inconsistent with the Conservation Purpose and other terms and conditions of this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any condition, activity or use that is not permitted.

(d) Except as specifically reserved in this Conservation Easement, all development rights that were previously, are now, or hereafter allocated to, implied, reserved, appurtenant to, or inherent in the Property are released, terminated, and extinguished, and may not be used on or transferred to any portion of the Property as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property. This Easement shall not create any development rights.

3. *Changes in Technology and Other Factors May Affect Uses of Property.* Landowner and Steward recognize that changes in economic conditions, in agricultural technologies, in accepted farm management practices, in Swainson's hawk foraging habitat needs or the common understanding of those needs, and in the global climate may result in an evolution of uses of the Property, provided such uses are consistent with the protection and preservation of the Conservation Values of the Property and otherwise consistent with the terms of this Easement; and provided, further, that, notwithstanding the foregoing, any such changes shall not result in the restrictions contained in Section 5(a)(1)(i)-(v) below to become more restrictive than what is expressly provided therein.

4. *Landowner's Reserved Rights; Landowner's Retained Responsibilities*

(a) *Landowner's Reserved Rights.* Landowner reserves the following rights: all the property rights in the Property that are not extinguished, restricted, or limited by this Conservation Easement and the right to use the Property in a manner that is not inconsistent with the Conservation Purpose and other terms and conditions of this Conservation Easement. Nothing in this Conservation Easement shall be construed as giving rise to any right or ability in Steward to exercise physical or management control over the day-to-day operations of the Property, or any of Landowner's permitted activities on the Property. Landowner agrees to exercise these reserved rights in a manner consistent with the terms of this Conservation Easement and, when required by this Conservation Easement, after following the procedures set forth in Section 8 below.

(b) *Landowner's Retained Responsibilities.* Landowner retains all rights and privileges of ownership that are not prohibited or restricted by this Conservation Easement and Landowner retains all responsibilities of ownership. Other than as specified herein, this Conservation

Easement is not intended to impose any legal or other responsibility on Steward, or in any way to affect any obligations of Landowner as owner of the Property, including, but not limited to, the following:

(1) *Taxes.* Landowner is solely responsible for payment of all taxes and assessments levied against the Property; provided, that if Steward pays any taxes or assessments in order to protect Steward's interest in the Property, Landowner shall reimburse Steward for the same, together with interest at the highest legal rate from the date of the payment by Steward.

(2) *Upkeep and Maintenance.* Landowner is solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Steward shall have no obligation for the upkeep or maintenance of the Property.

(3) *General Liability and Indemnification.* Landowner shall indemnify, hold harmless, and defend Steward, its officers, directors, members, legal representatives, agents, successors, assigns, employees or contractors from and against any and all assessed or incurred liabilities, costs, losses, orders, liens, penalties, damages, claims, causes of action, demands, and/or judgments (each, a "Claim") arising from or related to any of Landowner's acts or omissions with respect to the Property or management of the Property, including but not limited to acts or omissions of Landowner's agents, successors, assigns, employees, contractors, or lessees, and including but not limited to any Claim arising from or related to a violation of this Conservation Easement; ownership or management of the Property; any violation of any law and/or regulation which is or which may in the future become applicable, and including but not limited to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601 *et seq.*, the Toxic Substances Control Act, as amended 15 U.S.C. § 2601 *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. § 136 *et seq.*; the Safe Drinking Water Act, as amended, 42 U.S.C. § 300f *et seq.*; the Hazardous Waste Control Law (Cal. Health and Safety Code § 25100 *et seq.*), the Hazardous Substance Account Act (Cal. Health and Safety Code § 25300 *et seq.*), and in the regulations adopted and publications promulgated pursuant to them; and/or the presence, release, or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. Landowner shall at all times carry general liability insurance on the Property and Steward shall be named as an additional insured thereon.

(c) *Compliance with Zoning Regulations, etc.* Nothing in this Conservation Easement relieves Landowner of any obligation with respect to the Property or restriction on the use of the Property imposed by law. For example, Landowner shall comply with all applicable zoning and building statutes, ordinances and regulations, and all other applicable statutes, ordinances and regulations. In no event shall this Conservation Easement be construed as granting any landowner rights not permitted by local land use and/or zoning regulations at the time of construction, demolition, occupation, etc.

5. *Permitted Uses and Actions; Actions Permitted without Prior Approval of Steward as long as Conducted in Manner Consistent with the Conservation Purpose and Other Terms and Conditions of this Conservation Easement; Uses and Actions Permitted with Prior Notice to Steward as long as Conducted in Manner Consistent with the Conservation Purpose and Other Terms and Conditions of this Conservation Easement*

(a) Uses Permitted Without Prior Notice or Approval. The following uses, practices, and activities, though not an exhaustive list of consistent uses and practices, are generally consistent with the Conservation Purpose of this Easement and are permitted on the Property as long as they are carried out in a manner that is consistent with the Conservation Purpose and other terms and conditions of this

Easement. No prior notice to, or approval of, Steward is required before Landowner begins these uses, practices, and activities.

(1) **Agricultural Activities.** Landowner retains the right to use the Property for agricultural purposes in accordance with applicable law and subject to the restrictions of this Section 5(a)(1), the Conservation Purpose and other terms and conditions of this Conservation Easement. This Conservation Easement is not intended to limit Landowner's discretion to employ Landowner's choices of agricultural uses and management practices so long as those uses and practices are consistent with this Section 5(a)(1), the Conservation Purpose and other terms and conditions of this Conservation Easement. Landowner also retains the right to use different or new farming techniques and to construct and maintain irrigation improvements necessary or desirable to irrigate the Property for agricultural purposes. The parties acknowledge that preservation of the Conservation Values permits changes in farming techniques necessary or desirable to maintain economically viable farming operations. Accordingly, Landowner is not limited to those farming techniques currently known or foreseeable, but rather may use new or different farming techniques that are consistent with this Section 5(a)(1), the Conservation Purpose and other terms and conditions of this Conservation Easement.

Notwithstanding the foregoing, in order to ensure suitable foraging habitat for the Swainson's hawk, the following agricultural activities are prohibited on the Property unless otherwise specified below as being allowed in certain areas of the Property:

- i. The planting and/or cultivation of the following crops: orchards, vineyards, artichokes, asparagus, cotton, and rice, except within the Farmstead Area.
- ii. The importation of raw material(s) (commodities or livestock not produced as a result of the harvest of forage or agricultural crops on the Property) onto the Property for the purpose of fattening livestock for commercial slaughter (i.e., a concentrated animal feeding operation (CAFO) or feed lot); provided that normal grazing activities, including but not limited to the use of the Property as irrigated pasture, are excluded from the definition of feed lot as are supplemental feeding areas, corrals, livestock working facilities, and other areas where grazing livestock may be temporarily confined incidental to grazing activities;
- iii. The cultivation of horticultural specialties, including sod, nursery stock, ornamental shrubs, ornamental trees, Christmas trees, or flowers, except within the Farmstead Area;
- iv. The construction or placement of commercial greenhouses or plant nurseries, except within the Farmstead Area;
- v. Commercial aquaculture of aquatic plants, animals, and their by-products, except within the Farmstead Area;

If changes in Swainson's hawk foraging habitat needs or the common understanding of those needs as described in Section 3 above renders the restrictions contained in Section 5(a)(1)(i)-(v) above to be more restrictive than necessary to provide adequate foraging habitat for such species (as determined by a licensed biologist or similarly qualified natural resource professional licensed by the State of California selected by Steward), those restrictions may be modified with Steward's and the (lead agency) prior written approval, which may be granted or withheld in their respective sole and absolute discretion.

(2) **Storage of Agricultural Products and Equipment.** Storage of the following items is permitted as long as any such item is intended to be used on the Property: agricultural products, agricultural chemicals, agricultural byproducts and agricultural equipment. The term "agricultural chemicals" includes herbicides, pesticides, fungicides, fertilizers, and other materials

commonly used in farming operations even though they may be classified as hazardous materials. Any such storage must be in accordance with applicable laws and labeling requirements.

(b) Uses Permitted with Prior Written Notice to Steward. The following uses, practices, and activities are permitted without the prior approval of Steward as long as they are conducted in a manner consistent with the Conservation Purpose and the other terms and conditions of this Conservation Easement; provided, that Landowner shall provide written notice to Steward in accordance with Section 8 prior to undertaking any such use, practice, or activity that involves the construction, placement, significant alteration, relocation, or removal of any structure or improvement permitted pursuant to this section, which notice shall provide Steward with adequate information, documents, and plans so as to enable Steward to confirm compliance of the proposed use or practice with the terms of this Easement and enable Steward to keep its records current. For purposes of this section, “improvements” shall not refer to trees, vines, or other living improvements planted for residential landscaping purposes within the Farmstead Area pursuant to the terms of this Easement, nor shall it refer to irrigation improvements necessary or desirable to irrigate the Property for agricultural purposes, all of which may be made without providing notice to, or obtaining the approval of, Steward.

(1) *Fences.* Existing fences may be repaired and replaced, and new fences may be built, on the Property for purposes of reasonable and customary management of livestock, wildlife and farm produce, and the reasonable and customary security of the farm produce and the residences and other improvements on the Property. Construction of a fence around the perimeter of the Property or portions of the perimeter to prevent trespass is permitted. The placement of temporary or rotational fences on the Property shall not require written notice to Steward.

(2) *New Agricultural Structures and Improvements.* Unless otherwise expressly provided herein, new buildings and other structures and improvements to be used for agriculture on the Property are permitted and shall be located entirely within the Farmstead Area. All structures individually and collectively shall be consistent with the Conservation Purpose and other terms and conditions of this Easement and approved under local zoning and building codes.

(3) *New Agricultural Enterprise Structures.* New structures and improvements to be used for “Agricultural Enterprises” (as defined below) are permitted so long as such structures and improvements are consistent with the Conservation Purpose and other terms and conditions of this Conservation Easement and are located entirely within the Farmstead Area. “Agricultural Enterprises” means otherwise lawful and customary agricultural rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products predominantly grown or raised on the Property or on other real property owned by Landowner that is located in the vicinity of the Property and businesses providing agricultural-related goods and services to other farms and farmers in the vicinity of the Property. All such structures and improvements individually and collectively shall be consistent with the Conservation Purpose and other terms and conditions of this Conservation Easement and approved under local zoning and building codes.

(4) *New Farm-Support Housing.* New dwellings or structures to be used to house farm tenants, farm employees or others engaged in agricultural production on the Property (“Farm-Support Housing”) may be built on the Property, provided they are located entirely within the Farmstead Area. The total aggregate living area of new Farm-Support Housing shall not exceed two thousand five hundred (2,500) square feet without the written approval of Steward. Such approval shall be granted by Steward only if the proposed housing is reasonable and necessary for the agricultural operation of the Property, such additional square footage is located within the Farmstead Area, and Landowner demonstrates to Steward’s satisfaction that the Property’s soils, ability to support agricultural activity, and open-space and scenic character will not be impaired by the construction or presence of such structures. Such approval shall not be unreasonably withheld.

(5) *Utilities and Septic Systems.* Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, energy generation or other utility services solely to serve the improvements permitted herein or to transmit power generated on the Property may be installed, maintained, repaired, removed, relocated and replaced. Landowner may grant rights-of-way over and under the Property for such purposes with written notice to Steward and provided that they are not inconsistent with the Conservation Purpose and other terms and conditions of this Conservation Easement. In addition, septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired, replaced, relocated or improved, but must be located, to the greatest extent practicable, within the Farmstead Area. Power generation and transmission facilities primarily for agricultural and other permitted uses on the Property shall be constructed solely within the Farmstead Area. Power generated in excess of requirements on the Property may be sold to appropriate public utilities. Notwithstanding the foregoing, commercial power generation, collection or transmission facilities, including wind or solar farms, are prohibited. Landowner may not undertake any action or grant any right-of-way if the effect of such action or grant would significantly impair the Conservation Values of the Property.

(6) *Unpaved Farm Roads and Trails.* Construction and maintenance of unpaved farm roads that are reasonably necessary and incidental to carrying out the uses permitted on the Property by this Conservation Easement are permitted. Construction and maintenance of unpaved dirt trails are also permitted. All roads and trails shall be located so as to limit impact to the soils protected by this Easement.

(7) *Recreational Improvements and Uses.* Private recreational improvements (e.g., swimming pool, tennis court) for the personal, non-commercial use by Landowner and Landowner's family and guests are permitted within the Farmstead Area. Passive, non-motorized, recreation activities like hiking and bird-watching are permitted on the Property.

(8) *Subsequent Liens or Encumbrances on Property.* Landowner may use the Property as collateral for borrowing after the Effective Date of this Easement, provided that any subsequent obligations secured by the Property shall be subordinate to this Conservation Easement. Landowner shall provide Steward prior written notice in accordance with Section 19 at least thirty (30) days prior to pledging or using the Property as collateral for subsequent borrowing.

(9) *Emergencies.* In an emergency, Landowner may take such limited and temporary actions as are reasonably necessary to protect physical safety of persons, property, and the Property, including agricultural improvements and products, but only to the extent necessary for such protection and provided such actions are in compliance with applicable laws. The construction, placement, or use of limited temporary living quarters or mobile homes on the Property during or immediately following an emergency rendering the permitted primary residence, accessory dwelling, and/or Farm-Support Housing uninhabitable is permitted, provided that such construction, placement, or use is in compliance with applicable laws and any such temporary structures are removed immediately after the period of emergency is over or construction of new living quarters is completed, as determined by Steward. Landowner shall provide Steward with prompt written notice of any emergency actions taken under this section. If emergency actions taken in accordance with this section continue for more than sixty (60) days, Landowner will seek Steward's approval to continue such emergency actions pursuant to Section 8 of this Conservation Easement and such approval shall not be unreasonably withheld.

6. *Uses and Actions Permitted with Prior Approval of Steward as long as Conducted in Manner Consistent with the Conservation Purpose and Other Terms and Conditions of this Conservation Easement*

The following uses, practices, and activities may be consistent with the Conservation Purpose and other terms and conditions of this Conservation Easement, depending on the manner in which they are carried out. Therefore, prior written approval of Steward pursuant to the terms of Section 8 below is required before Landowner commences any of the following uses, practices, or activities.

(a) *Farmstead Area.* The parties acknowledge that the boundaries and location of the Farmstead Area have been designated as of the Effective Date of this Easement and are depicted on Exhibit A-1 and further described in the Baseline Report.

(b) *Single-Family Residential Dwelling and Appurtenant Improvements (with prior approval).* Landowner may construct, occupy, maintain, repair, demolish and/or replace one (1) “Single-Family Dwelling” (as defined in the Solano County zoning regulations in effect as of the Effective Date of this Easement), customary appurtenant accessory residential structures and improvements, as well as ancillary family-farm-related and cottage industry structures such as barns, private stables, corrals and sheds within the Farmstead Area. Customary appurtenant structures, including an “Accessory Dwelling Unit” (as defined in the Solano County zoning regulations in effect as of the Effective Date of this Easement), shall be permitted, but all appurtenant structures shall be located within the Farmstead Area. All construction shall be subject to applicable zoning in effect as of the time of construction. The maximum square footage of the Single-Family Dwelling shall not be more than two thousand five hundred (2,500) square feet, including any basement square footage and garage(s) whether attached or unattached. If any Accessory Dwelling Unit is attached to the Single-Family Dwelling, it shall not exceed one thousand (1,000) square feet; if it is not attached to the Single-Family Dwelling, it shall not exceed eighteen hundred (1,800) square feet.

(c) *Roads (with prior approval).* A driveway (whether paved or unpaved) within the Farmstead Area and from the Farmstead Area to the nearest road is permitted. No other portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, unless prior written approval is obtained from Steward. Acceptable reasons for use of additional paving material include that paving is required by a law or regulation related to air quality, fire safety, accessibility for disabled persons, or is otherwise required for activities permitted on the Property.

(d) *Use of Soil, Sand and Gravel (with prior approval).* Extraction and use on the Property of limited quantities of soil, sand, and gravel from the Property as appropriate for the conduct of the agricultural and other activities on the Property permitted herein and conducted in a manner that does not significantly impair or interfere with the Conservation Values of the Property are permitted, provided that such activities shall be carried out in full compliance with applicable laws, shall not involve more than one (1.0) acre in area, and shall include the prompt restoration of any affected area after extraction is complete.

(e) *Use of Property for Mitigation (with prior approval).* Entering into income-enhancement agreements (such as stewardship incentive programs) to engage in husbandry of natural resources of the Property and to maintain, improve, enhance and develop habitat and environmental values consistent with “agricultural activities,” as defined in section 3482.5 of the Civil Code of California, is permitted so long as: (1) such agreement is consistent with the terms of this Easement; (2) the subject rights have not already been conveyed or extinguished by this Easement; (3) such agreement will not significantly impair the Property’s soils and ability to support agricultural activity; (4) such agreement will not significantly impair the foraging habitat required for Swainson’s hawk; (5) such agreement does not provide mitigation for the loss of agricultural land or Swainson’s hawk foraging habitat; and (6) such agreement does not permanently restrict agricultural husbandry practices other than as provided herein.

(f) *Agritourism; Roadside Stand; Seasonal Sales Lot (with prior approval, including approval of Agritourism Management Plan).*

(1) *Agritourism.* Landowner may conduct activities or uses for the purpose of promoting “agricultural tourism” (or “agritourism”), which is defined as the act of visiting, as a function that is secondary to the primary purpose of active farming, a working farm or any working agricultural, horticultural or agribusiness operation for the purpose of enjoyment, education, or active involvement in the activities of the farm or operation; provided that any such activity or use (1) shall not involve the construction or placement of any structure or improvement, whether temporary or permanent outside the Farmstead Area (unless such structure or improvement is otherwise expressly permitted herein or approved in the Agritourism Management Plan (as defined below)); (2) shall not significantly impair the Property’s ability to support agricultural activity; and (3) shall otherwise be consistent with the Conservation Purpose and other terms and conditions of this Conservation Easement and all local, state and federal laws. Agritourism may include, but is not limited to, farm tours, hayrides, sleigh rides, corn mazes, picnic and party activities and other similar uses as determined by local zoning regulations and the Agritourism Management Plan (as defined below in subsection (5)); provided, however, that agritourism does not include commercial amusement and entertainment uses, such as dance halls, electronic game arcades, studios, theatrical productions, musical entertainment, bowling alleys, billiard and pool establishment, commercial sports such as arenas, rings, racetracks, public golf courses, miniature golf course, amusement parks, membership sports and recreation clubs, game parlors, gun clubs, circus and carnival operations, water parks, amusement parks, fairgrounds, expositions, amphitheater or theater entertainment facilities for the performance of concerts or other entertainment events.

(2) *Roadside Stand.* The construction, placement, and maintenance of one (1) “roadside stand” are permitted within the Farmstead Area. A roadside stand is defined as an area of an agricultural property set aside for the sale of processed and unprocessed crops that are grown on and off the Property. Crops that have been grown or produced off the Property may only be sold in conjunction with the sale of crops grown on the Property.

(3) *Seasonal Sales Lot.* Landowner may also establish anywhere on the Property one (1) “seasonal sales lot,” which is defined as an area of the Property that is dedicated to the sale of agriculturally related products grown at that site that are seasonal and/or tied to an annual holiday event, such as a pumpkin patch and other similar sales event; provided that Landowner may supplement its crop with the same crop grown offsite. In conjunction with such seasonal sales lot, Landowner may place on the Property on a temporary basis a trailer or other temporary structure for the purpose of selling agricultural items grown predominantly on the Property and refreshments and collecting money from customers; provided that any such temporary structure (i) shall not significantly impair the Property’s ability to support agricultural activity; (ii) shall comply with any applicable local, state and federal law; and (iii) shall be removed and the area restored promptly at the end of the seasonal sales event to ensure the area’s ability to support agricultural activity.

(4) *Parking.* Parking for public visitation of the roadside stand and seasonal sales lot shall be located within the Farmstead Area (or in another area approved in the Agritourism Management Plan). Overflow parking on other portions of the Property may be permitted subject to Steward’s prior written approval in its sole and absolute discretion pursuant to Section 8(d) below and provided that such additional parking does not significantly impair the Conservation Values and, in particular, the Property’s ability to support agricultural activity.

(5) *Agritourism Management Plan.* Prior to the commencement of any activity, use, and/or development permitted under this Section 6(f), Landowner shall prepare and provide to Steward for Steward’s review and approval in its sole and absolute discretion pursuant to Section 8(d) below an “Agritourism Management Plan,” which shall describe the agritourism management

prescriptions and plans, including but not limited to a detailed description of the agritourism and seasonal activity(ies), beginning and length of agritourism season(s), and any temporary improvements that may be needed for such operations. A template Agritourism Management Plan is attached hereto as Exhibit C and incorporated herein by this reference. The Agritourism Management Plan shall demonstrate that the activities Landowner proposes to undertake are consistent with the terms of the Easement; provided, however, that agritourism activities expressly permitted in the Agritourism Management Plan may deviate from the terms of the Conservation Easement, so long as such deviations are undertaken on a temporary basis, do not adversely affect the Conservation Values, and are approved by Steward, which approval may be granted or withheld in Steward's sole and absolute discretion. The Agritourism Management Plan and any subsequent updates to the Agritourism Management Plan will become effective only upon the mutual consent of Landowner and Steward pursuant to the process described in Section 8 herein. The Agritourism Management Plan shall be updated and adjusted as necessary to protect the Conservation Values, by mutual agreement of Landowner and Steward, and shall otherwise be reviewed at least once every five (5) years. Once approved, the Agritourism Management Plan shall become incorporated herein by reference and shall be subject to the remedies provisions contained in Section 9 of this Easement. Notwithstanding of the foregoing, if Landowner plans only to operate a roadside stand pursuant to Section 6(f)(2) above but does not plan to conduct any other agritourism activities on the Property, no Agritourism Management Plan is required, but Landowner shall obtain Steward's prior written approval of such activity pursuant to Section 8 below.

(g) *Signs (with prior approval).* Signs may be placed on the Property in accordance with applicable sections of the Solano County Zoning Ordinance, including sections 28-21 and 28-66, as it may be amended from time to time and only for the purpose of advertising (1) the name of the farm and/or the owners of the Property; (2) Agricultural Enterprises operating on the Property; (3) a roadside stand operating on the Property; (4) a seasonal sales lot operating on the Property; and/or (5) the sale or lease of the Property, all in accordance with this Conservation Easement. However, the total surface area of all such signs shall not exceed 360 square feet and the top of each sign shall be no more than twenty (20) feet from the ground. A maximum of four (4) signs may be erected by Landowner with no single sign exceeding a surface area of 180 square feet.

7. Prohibited Uses

The following uses, practices, and activities, though not an exhaustive recital of inconsistent uses, practices, and activities, are inconsistent with this Easement and are prohibited on the Property, except as otherwise expressly permitted in Section 5 or 6 or elsewhere in this Easement:

(a) *Buildings, etc.* Except as expressly permitted in Section 5 or 6 above or in Section 22(j) below, the construction or placement of any buildings, residential dwellings, camping accommodations, temporary living quarters of any sort, mobile homes, signs, billboards or other advertising materials, utility towers, wind turbines, solar panels, or other structures is prohibited; provided, however, that notwithstanding the foregoing small-scale alternative energy facilities for water pumping, electric fencing, or other permitted agricultural use is permitted. Except as expressly permitted in this Easement, all other construction, erection, installation or placement of buildings, structures, or other improvements on the Property is prohibited.

(b) *Dumping and Trash.* No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, or waste shall be placed, stored, dumped, buried or permitted to remain on the Property. However, temporary storage of waste generated on the Property for periodic removal off-site is permitted. Composting of organic materials of the Property is also permitted.

(c) *Mining.* Except as expressly permitted in Section 5 or 6 above, mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance is prohibited.

(d) *Commercial Recreational Structures.* Resort structures, golf courses, non-residential swimming pools, non-residential tennis courts, commercial equestrian facilities, playing fields, airstrips, helicopter pads or any other commercial recreational structure are strictly prohibited on the Property. Operation of a public stable (as defined by the Article I, In General, section 28-10, “Definitions,” Zoning Regulations, Solano County Department of Environmental Management, Chapter 28 of the Code of Solano County dated February 8, 2002) and the commercial raising, training and boarding of horses are not a land use relating to agriculture or agricultural production and are therefore prohibited on the Property.

(e) *Subsequent Easements that Restrict Agricultural Use.* The grant of any easement, other interest in land, or use restriction that might diminish or impair the Conservation Values of the Property is prohibited. Landowner shall not grant any subsequent conservation easement on the Property that restricts agricultural husbandry practices, interferes with the Conservation Purpose, diminishes the Conservation Values of the Property, or otherwise interferes with any of the terms of this Conservation Easement, as reasonably determined by Steward. “Husbandry practices” means agricultural activities, such as those specified in section 3482.5(e) of the California Civil Code, conducted or maintained for commercial purposes in a manner consistent with proper accepted customs and standards, as established and followed by similar agricultural operations in the same locality.

(f) *Subdivision.* The division, subdivision, de facto subdivision or partition of the Property, including transfer of development rights, whether by physical, legal, or any other process, is prohibited. The Property is currently comprised of two (2) legal parcels. Landowner shall maintain the parcels comprising the Property, and all interests therein, under common ownership, as a single parcel. Landowner asserts that no additional, separate legal parcels currently exist within the Property that may be recognized by a certificate of compliance pursuant to California Government Code section 66499.35 based on previous patent deed or easement conveyances, subdivisions, or surveys of any kind. Landowner shall not apply for or otherwise seek recognition of additional legal parcels with the Property based on certificates of compliance or any other authority.

(g) *Motorized Vehicle Use.* The use of motorized vehicles on the Property is prohibited, except as reasonably necessary to conduct activities that are expressly permitted herein, including but not limited to residential use, farming and agritourism operations, property maintenance and security, and/or to monitor this Easement; provided that any such use shall not significantly impair the Property’s ability to support agricultural activity or the ability of the Property to provide foraging habitat for Swainson’s hawk.

(h) *Agricultural Activities Harmful to Swainson’s Hawk Foraging Habitat.* See Section 5(a)(1) above for the list of Swainson’s hawk agricultural activities that are prohibited on the Property unless otherwise specified below as being allowed in certain areas of the Property.

8. *Steward’s Approval – Procedures and Standards for Approval*

(a) *Written Notice of Certain Actions.* In order to afford Steward an opportunity to monitor activities that could adversely affect the Conservation Values of the Property and, further, to ensure that such activities are designed and carried out in a manner that is consistent with the Conservation Purpose of this Conservation Easement, Landowner shall give written notice to Steward in accordance with this section prior to taking any action requiring written notice to Steward under Section 5 above or requiring Steward’s approval under Section 6 above or prior to taking any action which may have an adverse effect on the Conservation Values. The written notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to establish that the proposed use or activity will not impair or diminish the Conservation Values and to permit Steward to make an informed judgment as to its consistency with the terms of this Conservation

Easement. Written notice shall be given in accordance with the provisions of Section 19 below.

(b) *Procedure for Review of Proposed Actions.*

(1) Where written notice by Landowner is required as provided herein, Steward shall review the notice and the information submitted with it and shall, within thirty (30) days after delivery of Landowner's written notice, notify Landowner that the notice was received and whether the information submitted by Landowner was sufficient to permit Steward to make an informed judgment as to the consistency of the proposed use or activity with the terms of this Conservation Easement. If the information submitted was insufficient, then Steward shall require that Landowner supply the additional information reasonably necessary to make such a judgment. For any use or activity that requires only prior written notice to (but not approval of) Steward pursuant to Section 5 above, if Steward fails to notify Landowner within such thirty-day period that the information submitted was insufficient or that the proposed activity is inconsistent with the terms of this Easement, Landowner may commence such use or activity so long as such use or activity is carried out as described in Landowner's notice and in a manner that is consistent with the Conservation Purpose and other terms and conditions of this Easement.

(2) Where Steward's approval is required as expressly provided herein, Steward shall have forty-five (45) days from the date Steward notifies Landowner that Landowner has submitted all the information reasonably required by Steward to review the proposed activity ("Steward's Notice") to notify Landowner (pursuant to Section 19 below) of its decision. If in the judgment of Steward, the proposed use or activity should not be permitted in the form set forth in Landowner's written notice, but that the proposed use or activity would be permitted if modified, then Steward's response shall notify Landowner of suggested modification(s) and condition(s) that would allow Steward to approve the use or activity. Steward shall be deemed to have disapproved the proposed activity or use if Steward fails to give notice to Landowner of Steward's decision within said forty-five (45) day period.

(c) *No Activity Pending Resolution.* Except as otherwise provided in Section 8(b)(1) above (regarding a use or activity that requires only prior written notice to (but not approval of) Steward), pending the determination by Steward, the use or activity may not be conducted. If Landowner disagrees with Steward's decision the parties may, by mutual agreement, mediate the disagreement. Pending resolution of the disagreement, Landowner agrees that the use or activity shall not be conducted.

(d) *Steward's Sole Discretion in Making Determination.* Steward's determination shall be based upon the likely effect of the proposed activities and uses upon the Conservation Values protected by this Easement. Except where Steward's approval is expressly stated herein to be in its reasonable discretion, approval or disapproval shall be at the sole discretion of Steward and may be granted upon conditions that further the Conservation Purpose of this Conservation Easement. No decision by Steward shall establish precedent for or commitment to the outcome of future decisions. Each such request shall be considered and determined on its own and without following or establishing precedent.

9. *Enforcement*

(a) *Monitoring.* Steward shall manage its responsibilities for this Conservation Easement, including, but not limited to, annual monitoring, such additional monitoring as circumstances may require, record keeping, and enforcement, for the purposes of preserving the Conservation Values and upholding the Conservation Purpose in perpetuity. With at least forty-eight (48) hours' advance written notice (including, but not limited to, by use of electronic email ("email")), except in the event of an emergency or suspected emergency in which case at least reasonable verbal notice shall be given, if reasonably feasible, Steward has the right to enter upon, inspect, observe and evaluate the Property to identify the current condition of and uses and practices on the Property to determine whether such

condition, uses and practices are consistent with this Easement. Failure of Steward to carry out these responsibilities shall not impair the validity of this Easement or limit its enforceability in any way. Steward shall indemnify and hold Landowner harmless from and against any liabilities, costs, losses, orders, liens, penalties, damages, claims, causes of action, demands, and/or judgments claims or causes of action arising from acts or omissions of Steward in connection with the inspection or monitoring of the Property under this Conservation Easement, provided that Steward's indemnity obligation set forth above shall not apply to any liabilities, costs, losses, orders, liens, penalties, damages, claims, causes of action, demands, and/or judgments arising from the negligence or willful misconduct of, or a breach of this Easement by, Landowner.

(b) *Violations; Notice and Injunctive Relief.*

(1) Except as permitted in subsection (b)(2) below, if Steward determines that there is a violation of the terms of this Conservation Easement or that a violation is threatened, Steward shall give written notice to Landowner. The notice shall identify the violation or threatened violation, and, where known to Steward, any corrective action necessary to cure the violation. Where the violation involves injury to the Property resulting from any use or activity that is inconsistent with the Conservation Purpose and other terms and conditions of this Conservation Easement the notice may demand restoration of the portion of the Property so injured. If Landowner fails to cure the violation within thirty (30) days after Steward gives notice, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, if Landowner fails to begin curing the violation within the thirty (30)-day period, or if Landowner does not continue diligently to cure the violation until finally cured, or as otherwise provided in this Conservation Easement, Steward may bring an action at law or in equity to enforce the terms of this Conservation Easement.

(2) If Steward, in its sole discretion, determines that an ongoing or imminent violation could irreversibly diminish or impair the Property's high-quality soils, ability to support agricultural activity, open-space character, habitat, or other Conservation Value, Steward may pursue its remedies under this Section without prior notice to Landowner or without waiting for the period provided for cure to expire, including but not limited to *ex parte* judicial relief. Steward shall have the right to seek injunctive relief pursuant to this Section 9 if, in Steward's reasonable discretion, an injunction is required to prevent the irreversible or significant impairment of the Conservation Values or irreversible or significant interference with the Conservation Purpose or otherwise to enforce this Conservation Easement.

(c) *Damages.* Steward is entitled to recover damages for the violation of the terms of this Conservation Easement, including, without limitation, damages for the loss of agricultural, habitat, and open-space values and any other Conservation Value of the Property. Without limiting Landowner's liability, Steward may apply any damages recovered to the cost of undertaking corrective action on the Property.

(d) *Equitable Remedies.* Steward's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Landowner and Steward expressly agree that the Property, by virtue of its Conservation Values, is unique and that a violation of this Conservation Easement, and the ensuing harm or alteration of the Property, may result in damages that are irremediable and not subject to quantification. Landowner agrees that Steward's remedies at law for a violation of the terms of this Conservation Easement may be inadequate and that Steward may seek the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Steward may be entitled, including specific performance of the terms of this Easement, without necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Steward's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereinafter existing at law or in equity, including but not limited to those

remedies available under California Civil Code section 815.7. Equitable relief may include restoration of the Property to the condition that existed prior to the injury.

(e) *Recovery of Costs.* If Steward prevails in any action to enforce the terms of this Easement, any and all costs incurred by Steward in enforcing the terms of this Conservation Easement against Landowner or against others where Landowner had the legal right and/or legal obligation to have acted in a manner that would have made such enforcement action unnecessary, including, without limitation, costs of suit and reasonable attorneys' fees, and any and all costs of restoration resulting from Landowner's violation of the terms of this Conservation Easement, shall be the responsibility of Landowner. If Landowner prevails in any action to enforce the terms of this Conservation Easement, any and all costs incurred by the parties, including, without limitation, costs of suit and reasonable attorneys' fees, shall be the responsibility of the respective party incurring such costs.

10. *No Public Access*

Landowner retains the right to privacy and nothing in this Conservation Easement shall be construed as a grant to the general public of any right to enter the Property.

11. *Water*

(a) *Water Rights.* Landowner retains and reserves all groundwater, appropriative, prescriptive, riparian, contractual or other water rights appurtenant to the Property. Landowner shall not permanently transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself; but the preceding shall not restrict the right of Landowner to enter into sales, purchases, leases, exchanges and other transactions in water rights (including without limitation water sharing and water well agreements) of limited term not to exceed two (2) years. All water shall be retained in Solano County for agricultural production only. Any such transfer of water shall not impair the Property's ability to support agricultural activity, habitat values, or open-space character.

(b) *Maintenance and Enhancement of Water Sources.* Landowner maintains the right to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Conservation Easement, provided that Landowner does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property or reduce the net farmable acreage. Landowner may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion, or improve the agricultural management potential of the Property, provided such alteration does not harm the Conservation Values and is consistent with the Conservation Plan referenced in Section 12, if applicable. Landowner shall obtain all necessary permits and approvals by any agency with jurisdiction for activities undertaken under this section.

12. *Conservation Plan*

All agricultural operations on the Property are encouraged to be conducted in a manner consistent with a conservation plan consistent with the terms of this Easement and prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, in cooperation with Landowner, and utilizing the standards and specifications of the NRCS Field Office Technical Guide pursuant to 7 CFR part 12.

13. *Transfer of Conservation Easement by Steward*

(a) *Voluntary Transfer.* Steward may transfer this Easement to either (1) a public agency authorized to hold interests in real property as provided in section 815.3(b) of the Civil Code of California; or (2) a private non-profit organization, as defined in section 10221 of the California Public Resources Code, whose primary mission is to protect farmland, farmland soils, and farm viability and

which, at the time of transfer, is a “qualified organization” under section 170(h) of the Internal Revenue Code and under section 815.3(a) of the Civil Code of California or successor provision. Such a transfer may proceed only if the agency or organization expressly agrees to assume the responsibility imposed on Steward by this Easement pursuant to an assignment and assumption agreement, which shall be duly recorded in the official records of Solano County, California.

(b) *Transfer Upon Dissolution of Steward, etc.* If Steward, or its successor, ceases to exist or no longer qualifies to hold the Easement under section 170(h) of the Internal Revenue Code or applicable state law, a court of competent jurisdiction shall direct the transfer of Steward’s interest in this Easement to another public agency or qualified organization having similar purposes that agrees to assume the responsibilities imposed on Steward by this Conservation Easement.

14. *Transfer of Property*

Landowner may transfer the Property or an interest therein, but each transferee shall take subject to, and be bound by, each and every term and provision of this Conservation Easement. Landowner shall refer to this Conservation Easement by name, date and official document recording identification number in any deed or other conveyance instrument in which the Property or any interest therein is transferred, shall notify Steward in writing at least thirty (30) days before conveying the Property or any part thereof or interest therein to any third party (or, if the closing of such conveyance is expedited, as soon as reasonably practicable prior to the closing), and shall provide to Steward the name and contact information of any transferee. Failure of Landowner to do so shall not impair the validity of this Conservation Easement, limit its enforceability in any way, or excuse the transferee from complying with the terms of this Conservation Easement.

15. *Amendment of Conservation Easement*

This Easement may be amended only with the written consent of Steward and Landowner. Any amendment shall be consistent with the Conservation Purpose, shall not result in the impairment of the Conservation Values, and shall comply with section 815 of the Civil Code of California, section 501(c)(3) of the U.S. Internal Revenue Code, and Steward’s amendment policies and procedures. Any amendment shall be duly recorded in the official records of Solano County.

16. *Extinguishment / Termination*

If circumstances arise in the future that render the Conservation Purpose of this Easement impossible or impracticable to accomplish, this Easement may only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction or as otherwise expressly provided herein, in accordance with the common and statutory laws of California. In the event a material change in the conditions of or surrounding the Property makes impossible or impracticable its continued use for the purposes contemplated hereby or makes impossible or impracticable the protection of the Conservation Values protected by this Easement, resulting in an extinguishment or partial extinguishment of this Easement by a judicial proceeding or otherwise under the terms of this Easement, Landowner shall pay Steward the amount provided in Section 18 below at the time of the termination. The fact that the Property is not in agricultural use is not reason for termination of this Conservation Easement.

Should this Conservation Easement be extinguished, condemned or otherwise terminated on any portion of the Property, the balance of the Property shall remain subject to this Conservation Easement. In such event, this Conservation Easement shall be amended by the parties to reflect the modified easement area on the balance of the Property and encumbrances junior to this Conservation Easement shall remain subordinate to the Conservation Easement as amended. Other than as provided herein, no

other voluntary or involuntary sale, exchange, conversion or conveyance of any kind of all or part of the Property, or of any interest in it, shall limit or terminate the provisions of this Easement.

17. Eminent Domain

Termination of the Conservation Easement through condemnation is subject to the requirements of section 10261 of the California Public Resources Code, the eminent domain laws of the State of California, federal law, and this Conservation Easement. The Property may not be taken by eminent domain or purchase in lieu of eminent domain if the planned use is more than seven years in the future (California Code of Civil Procedure section 1240.220). Steward shall be paid by the condemnor at the time of the condemnation the value of the Conservation Easement, or portion thereof, taken (California Public Resources Code section 10261(a)(2)). Purchase in lieu of condemnation, or settlement of an eminent domain proceeding, shall occur pursuant to applicable laws and procedures, including but not limited to California Government Code sections 7267.1 and 7267.2, and shall require approval of Steward. If Landowner is provided the opportunity to accompany the appraiser for the condemning agency on any visit(s) to the Property, then Steward shall have the opportunity to accompany the appraiser and Landowner on any such visit(s).

The parties acknowledge that a portion of the Property may be subject to condemnation for road expansion. In the event either party is notified of the initiation of any such condemnation, such party shall promptly notify the other party, and the parties shall act cooperatively to ensure the least impact of such action on the Property and its Conservation Values. Any costs incurred by the parties in such proceedings will be paid out of each party's respective share of the condemnation proceeds. At such time as the respective values of the Property and Easement are approved by the parties during any such condemnation proceed, but pending further resolution of any remaining issues of the condemnation proceeding between the parties, Landowner and Steward may mutually agree to allow the condemning agency to deposit such agreed-upon amounts into one or more escrow accounts and thereafter proceed with the public project(s) that is the subject of the condemnation proceeding.

18. Proceeds from Sale or Other Disposition If and When Conservation Easement is Terminated

(a) The grant of this Conservation Easement gives rise to a property right immediately vested in Steward. For purposes of allocating proceeds from a sale or other disposition of the Property at the time of termination, the fair market value of Steward's right and interest shall be the greater of: (i) the Easement's value determined by multiplying (I) the fair market value of the Property unencumbered by this Easement by (II) the ratio of the value of this Easement as of the Effective Date of this Easement to the value of the Property, unencumbered by this Easement, as of the Effective Date of this Easement; or (ii) the Easement's value equal to the difference between the fair market value of the Property unencumbered by the Conservation Easement and the fair market value encumbered by the Conservation Easement as determined on or about the date of the termination. The values shall be determined by one or more qualified appraisals performed by an independent appraiser jointly selected by Landowner and Steward at the time of the termination. In the event Landowner and Steward are unable to select a single appraiser, then each party shall select an appraiser and the two selected appraisers shall be instructed by the parties to select a third qualified appraiser. Any appraisal(s) undertaken under this section shall conform to the Uniform Standards of Professional Appraisal Practices and Treas. Reg. section 1.170A-13 and guidance of the Internal Revenue Service. The cost of the appraisal(s) shall be paid by Landowner. Nothing herein shall prevent Landowner and Steward from having an appraisal prepared at any party's individual expense. The value payable to Steward shall be paid at the time of termination; no final court order or other instrument terminating the Conservation Easement shall be recorded or will be effective unless Steward is first paid the value as provided above.

19. Notices

Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by first class mail, to Landowner and Steward respectively at the following addresses, or to such other addresses as the parties may designate by notice:

To Landowner:

With copy to:

To Steward:

Solano Land Trust
Attn: Nicole Braddock, Chief Executive Officer
198 Dobbins St., Suite A
Vacaville, CA 95688
Telephone: (707) 432-0150
Facsimile: (707) 240-4183
Email: nicole@solanolandtrust.org

With copy to:

Ellen A. Fred, Esq.
Conservation Partners
P.O. Box 47
Traverse City, MI 49685
Telephone: (510) 290-0165
Facsimile (231) 629-4556
Email: efred@conservationpartners.com

20. Landowner's Environmental Warranty

(a) Nothing in this Easement shall be construed as giving rise to any right or ability in Steward to exercise physical or management control over the day-to-day operations of the Property, or any of Landowner's activities on the Property, or otherwise to become an "owner" or "operator" or "responsible person" with respect to the Property as those words are defined and used in environmental laws, including The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, or any corresponding state and local statute or ordinance.

(b) Landowner warrants that it has no actual knowledge of a release or threatened release of hazardous substances, wastes, or materials on the Property or other adjacent property owned by Landowner, as such substances, wastes, and materials are defined by applicable law, or any violation of applicable environmental laws, and hereby promises to defend, hold harmless, and indemnify Steward and its members, directors, officers, employees, legal representatives, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them, against, and hold Steward harmless from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste, material or substance or violation of environmental laws, including but not limited to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601 *et seq.*; the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 *et seq.*; the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. § 136 *et seq.*; the Safe Drinking Water Act, as amended, 42 U.S.C. § 300f *et seq.*; California Health and Safety Code § 25100 and in the regulations adopted and publications promulgated pursuant to them.

Notwithstanding the foregoing, Landowner's indemnity obligation set forth above shall not apply to any liabilities, costs, losses, orders, liens, penalties, damages, claims, causes of action, demands, and/or judgments arising from the active negligence or willful misconduct of Steward.

(c) If at any time after the Effective Date of this Easement there occurs a release, discharge or other incident in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Landowner agrees to take all steps that are required of Landowner under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

21. Landowner's Title Warranty

Landowner represents and warrants that Landowner has fee simple title to the Property and, to the best of Landowner's actual knowledge, has disclosed to Steward any off-record lease agreements, liens and encumbrances affecting the Property. Steward has obtained preliminary title reports for each parcel of the Property from Old Republic Title Company, dated March 29, 2018, that show prior encumbrances of record affecting the Property. All financial liens or financial encumbrances shown on said preliminary reports existing as of the Effective Date of this Easement (excepting liens for property taxes which are not yet due and payable) have been subordinated to this Easement. Exhibit D sets forth the senior, prior encumbrances of record as shown on said preliminary report (the "Prior Encumbrances"). Landowner promises to defend title to the Property against all claims that may be made against it. If Landowner discovers at any time that any old or new interest in the land exists that is not disclosed in Exhibit D, Landowner shall immediately notify Steward of the discovery and shall take all necessary steps to ensure that the interest is made subject to this Conservation Easement and that the existence of the interest or the exercise of any rights under it does not interfere with this Conservation Easement.

22. General Provisions

(a) *Interpretation.* This Conservation Easement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its Conservation Purpose. Except as otherwise provided, references to authorities in this Conservation Easement shall be to the statute, rule, regulation, ordinance or other legal provision that is in effect at the time this Conservation Easement becomes effective. No provision of this Conservation Easement shall constitute governmental approval of any improvements, construction or other activities that may be permitted under this Conservation Easement.

(b) *Successors.* Every provision of this Conservation Easement that applies to Landowner or Steward shall also apply to, and this Conservation Easement shall bind and inure to the benefit of, their respective agents, heirs, executors, administrators, assigns, and other successors in interest.

(c) *Severability.* If any term, provision, covenant, condition or restriction of this Conservation Easement is held by a court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or otherwise not effective, the remainder of the Conservation Easement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

(d) *Perpetuation of Conservation Easement.* This Conservation Easement shall be of perpetual duration. No merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion of the Property. It is the express intent of the parties that this Conservation Easement not be

extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Steward, or Steward's successor or assignee.

(e) *No Waiver.* Enforcement of the terms of this Conservation Easement is at the discretion of the Steward. Any forbearance by Steward to exercise its rights under this Conservation Easement shall not be deemed or construed to be a waiver by the Steward of such term or of any of the Steward's rights under this Conservation Easement. No delay or omission by the Steward in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. No forbearance or waiver by Steward of any default or breach, whether intentional or not, shall be deemed to extend to any prior or subsequent defaults or breaches, nor shall it affect in any way any rights arising by virtue of any prior or subsequent occurrence.

(f) *Recording.* This Conservation Easement shall be recorded in the official records of the County of Solano, State of California.

(g) *Integration.* This Conservation Easement is the final and complete expression of the agreement between the parties with respect to this subject matter. Any and all prior or contemporaneous agreements with respect to this subject matter, written or oral, are merged into this written instrument.

(h) *Administrative Costs.* The administration of this Conservation Easement by Steward requires considerable time and expense. Steward shall bear all routine administrative expenses related to the Conservation Easement including, but not limited to the following activities: routine easement monitoring and reporting, review of written notices from Landowner, and routine staff work related to Landowner's refinancing and/or sale of the Property. Landowner agrees to pay the reasonable administrative expenses, including but not limited to reasonable attorneys' and consultants' fees, for non-routine administration of the Conservation Easement including, but not limited to, any non-routine additional monitoring and reporting required to monitor the agritourism activities and restoration required under Section 6(f) above, reviewing actions requiring Steward's approval under Section 8, enforcement of Easement violations, and any amendment to this Easement requested or otherwise initiated by Landowner, including but not limited to the amendment precipitated by the designation of the Farmstead Area as provided in Section 6(a) above.

(i) *Estoppel Certificate.* In connection with a sale or financing of the Property, Steward shall, upon not less than thirty 30 days' prior written notice from Landowner, execute and deliver to Landowner or any person designated by Landowner, an estoppel certificate in reasonable form, stating either (1) that Landowner is not in violation of this Conservation Easement or (2) if Landowner is in violation, the nature of the violation. Any such statement may be conclusively relied upon by the prospective purchaser, assignee, sublessee, lender or other person or entity reasonably requesting the estoppel certificate.

(j) *Informational Sign.* Subject to Landowner's consent, which shall not be unreasonably withheld, Steward may erect and maintain a sign in a prominent location on the Property, visible from nearby roads, if applicable, bearing information indicating that the Property is subject to a Conservation Easement held by Steward. The wording of the information shall be determined by Steward after consultation with Landowner, but shall clearly indicate that the Property is privately owned and not open to the public. Steward is responsible for the costs of erecting and maintaining the sign and obtaining necessary permits and approvals. Any such sign erected by Steward pursuant to this section shall not be considered a sign for purposes of Landowner's reserved rights under Section 6(g) above.

IN WITNESS WHEREOF, Landowner and Steward, intending to be legally bound, have set their hands on the date first above written. To Have and To Hold, this Conservation Easement unto the Steward, its successors and assigns, forever.

LANDOWNER:

By:

[Landowner Name]

By:

[Landowner Name]

STEWARD:

SOLANO LAND TRUST,
a California public benefit corporation

By: Nicole Braddock
Its: Chief Executive Officer

ACKNOWLEDGMENT

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 _____, 20____, before me, _____, Notary Public, personally appeared _____, 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.

(Seal)

Notary Public

ACKNOWLEDGMENT

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 _____, 20____, before me, _____, Notary Public, personally appeared _____, 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.

(Seal)

Notary Public

ACKNOWLEDGMENT

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 _____, 201____, before me, _____, Notary Public, personally appeared _____, 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.

(Seal)

Notary Public

ACKNOWLEDGMENT

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 _____, 201____, before me, _____, Notary Public, personally appeared _____, 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.

Notary Public (Seal)

List of Exhibits

Exhibit A	Legal Description of the Property
Exhibit A-1	Map of the Property
Exhibit B	Baseline Report Acknowledgment
Exhibit C	Agritourism Management Plan Template
Exhibit D	Prior Liens and Encumbrances

Exhibit A
Legal Description of the Property

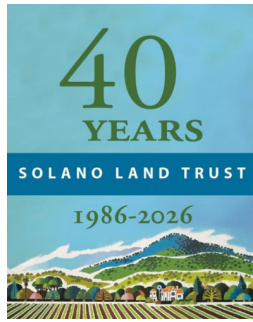
Exhibit B
Baseline Report Acknowledgment

Exhibit C

Template of Management Plan for Seasonal Agritourism Activities
on the [LANDOWNER NAME] Farm Property

Exhibit D
Prior Liens and Encumbrances

APPENDIX 4.2-E: SLT 2026 ILF FEE RECOMMENDATION MEMO



Land connects us all – protecting it today, saving it for tomorrow

Board Members

Officers

Jennifer Leonard
President

Date: August 27, 2026

Steve Pressley
Immediate Past
President

To: SLT Staff (Internal Record)

Mary Burczyk
Vice President

From: Tracy Ellison, CPO

Aldo Jordan
Treasurer

Subject: Summary of SLT's work on the Vacaville Ag/Avian In-Lieu Fee Study Update for 2026—
Recommendation to Maintain Avian and Stacked Mitigation Fee

Carolyn West
Secretary

RECOMMENDED ACTIONS:

This memo is for informational purposes related to the Corby BESS Swainson's hawk mitigation and In Lieu Fee potential- the Purchase Easement cost findings and fee recommendations in BAE Urban Economics' Revised Draft Agricultural and Avian Species Mitigation Fee Study Update (July 2, 2026), specifically as they relate to avian-only and stacked agriculture/avian mitigation.

Directors

Bruce Brazelton
Lorraine Fernandez
Jessie Hernandez
Kristina Kaunzinger
Jaymee Marty
Roger Merrill
Jeanne Scherer-Kluge
Wanda Williams

REASON FOR RECOMMENDED ACTION/CONSISTENCY WITH MISSION:

Maintaining an in-lieu fee that is sufficient to fully fund conservation easement acquisitions directly supports SLT's mission to inspire a love of the land and preserve it for people, food, and the natural environment. A fee set too low risks leaving SLT unable to complete a mitigation acquisition when land costs rise, undermining both the City's mitigation program and SLT's ability to deliver on its conservation commitments.

BACKGROUND:

BAE Urban Economics prepared the Revised Draft Agricultural and Avian Species Mitigation Fee Study Update for the City of Vacaville, updating the in-lieu fee originally adopted in 2019 (Resolution No. 2019-031) that developers may pay instead of independently arranging agricultural and/or avian habitat conservation easements. This summary reflects the study's Purchase Easement cost approach only, which SLT considers more representative of current market conditions than the 2023 Buy-Protect-Sell figures.



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Mitigation Type	Current Fee	Purchase Easement Cost Basis	Recommendation
Agriculture-only	\$4,687/acre	SLT \$8,544 + City \$225 = \$8,769/acre	Increase to \$8,800/acre
Avian-only (Swainson's hawk / burrowing owl)	\$12,832/acre	SLT \$9,331 + City \$225 = \$9,556/acre	Maintain at \$12,832/acre
Stacked (Agriculture + Avian)	\$12,832/acre	Same as avian-only — stacking adds no additional SLT cost	Maintain at \$12,832/acre

Avian-only and stacked mitigation are priced identically because SLT's transaction and staffing costs do not change based on whether a parcel provides avian habitat alone or combined agriculture/avian protection.

Maintain-the-fee logic (avian-only and stacked categories): Under the Purchase Easement approach, current cost estimates (~\$9,556/acre) fall below the existing \$12,832 fee. Rather than lowering the fee to match, BAE recommends holding it at the current, higher level. Because in-lieu fee proceeds are typically spent well after they are collected — given the time needed to identify willing sellers and close transactions — land costs have historically shifted significantly between fee study updates (2018, 2023, and present). Setting the fee at the higher of the historical and current cost estimates protects SLT's ability to fully fund an easement acquisition even if costs rise again before the next scheduled fee study update.

Note on agriculture-only: this category does not follow the same "maintain" logic. Current Purchase Easement costs (\$8,769/acre) already exceed the existing fee (\$4,687/acre), so BAE recommends an increase rather than holding the fee flat.

BUDGET IMPACTS:

Maintaining the avian-only and stacked mitigation fee at \$12,832/acre preserves SLT's funding cushion for future easement acquisitions under this program. If the City instead adopted the fee at the current cost estimate (~\$9,556/acre), SLT's mitigation funds would be more exposed to shortfall risk if land costs rise before the next fee study update.

OTHER AGENCY INVOLVEMENT:

City of Vacaville (Albert Enault, Senior Planner); BAE Urban Economics (Matt Kowta, Managing Principal).

APPENDIX 4.8-A: LETTER TO CEC REGARDING GEN-TIE APPROVALS

January 28, 2026

Christopher R. Guillen
Attorney at Law
805.882.1452 direct
cguillen@bhfs.com

VIA ELECTRONIC MAIL

Jared Babula
Senior Staff Counsel
California Energy Commission
715 P Street
Sacramento, CA 95814
jared.babula@energy.ca.gov

RE: Legal Grounds for Commission Encroachment Permit Authority Under AB 205

Dear Mr. Babula:

We write on behalf of the applicants Corby Energy Storage, LLC and North Bay Interconnect, LLC (“Applicants”) for a California Energy Commission (“Commission”) Opt-In Certificate under Assembly Bill 205 for the Corby battery energy storage system project (“Project”) near and in the City of Vacaville, California (“City”). As a follow up to our conversation on November 21, 2025, the below sets forth the legal grounds that authorize the Commission to approve the encroachment permits required to construct and operate the Project’s generation tie line (“gen-tie line”) during the life of the Project. While Applicants will continue to work with the applicable local jurisdictions to obtain the necessary permits to construct and operate the gen-tie line, Applicants request the Commission’s confirmation that it also holds independent authority to issue the permits, given the Project’s expedited timeline for certificate review and the local jurisdictions’ historical positions, described below.

I. BACKGROUND

The Project will be constructed on an approximately 40.3 acre, privately owned parcel (“Project Site”), and will include a 300 megawatt (“MW”) battery energy storage system (“BESS”), associated substation, inverters, and other ancillary facilities. The Project Site is located in Solano County, just to the east of the City boundary; however, the Project’s gen-tie line will cross into the City to connect to the nearby PG&E Vaca-Dixon Substation (“PG&E Substation”). The gen-tie line will be an approximately 1.1 mile long, 230 kilo-volt (“kV”) line, portions of which would be installed overhead and portions of which would be installed underground. The gen-tie line will be sited on a gen-tie corridor of approximately 19.4 acres.

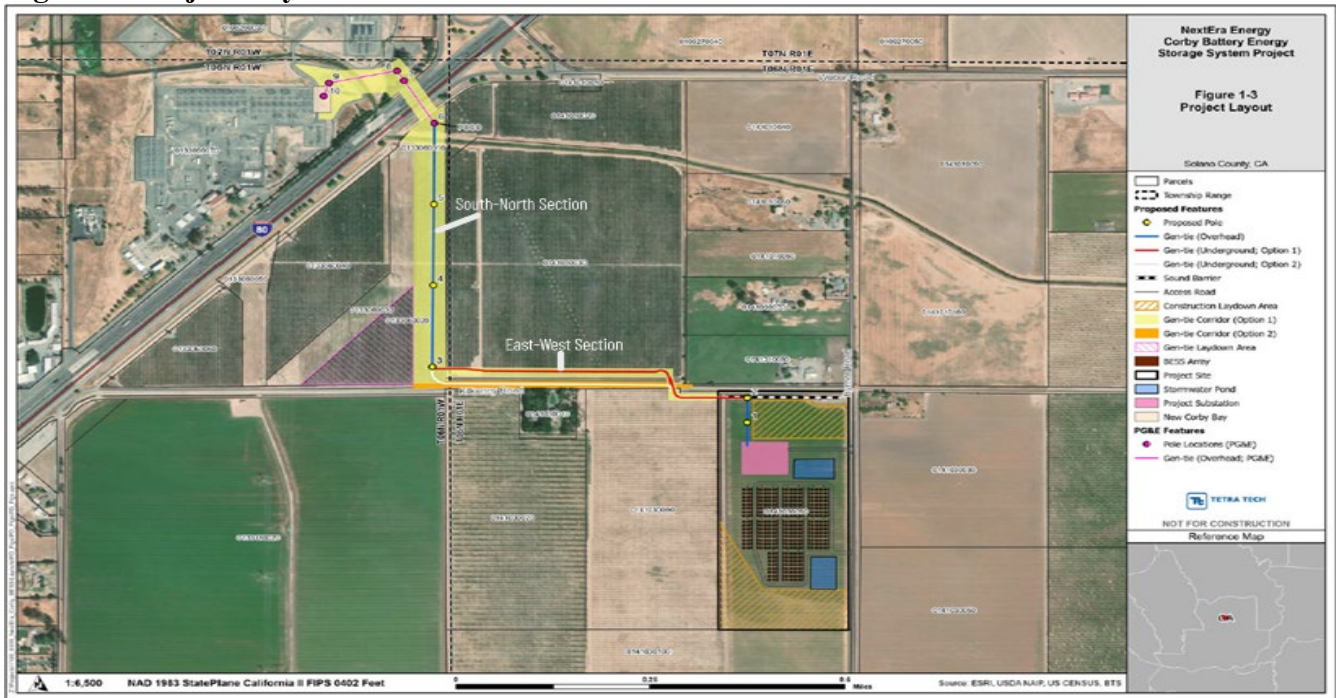
The first section of the gen-tie corridor (“East-West Section”) will begin at the northwest corner of the Project Site (overhead) and will then follow one of the following route options from the Project Site toward the PG&E Substation:

- (1) Option #1: Underground to the north of the Project Site, crossing beneath Kilkenny Road and a Solano Irrigation District (“SID”) canal before turning 90 degrees and running east-west, parallel to Kilkenny Road and the canal, on private land; or
- (2) Option #2: Underground running east-west within a City-maintained portion of Kilkenny Road.¹

To the west of the East-West Section (Option #1 or #2), the gen-tie line will run south-north (“South-North Section”) up to I-80 with four overhead structures on private property that will be owned by the Applicants. The overhead gen-tie line will continue northwest across I-80 to PG&E’s Substation parcel, requiring crossing agreements with SID and the California Department of Transportation (“Caltrans”) for irrigation canal and I-80 crossings, respectively.

The gen-tie line is depicted below in Figure 1.

Figure 1: Project Layout



¹ Kilkenny Road is understood to be a City road pursuant to Streets & Highways Code section 989, not a State Highway or County road.

As discussed in more detail below, both the City and SID allow permanent crossings along and through their properties through their respective encroachment permit processes. Thus, it is anticipated that construction of portions of the gen-tie corridor would trigger encroachment permits from both agencies.

A. City Rules and Regulations for Encroachments

Under either option for the East-West Section, discussed above, the Applicants will need to obtain approval from the City to either cross Kilkenny Road (Option #1) or run the gen-tie within Kilkenny Road within the City (Option #2).

The City requires an encroachment permit for “any construction or repair work within the City right-of-way, or on any City or redevelopment agency owned property” (City Municipal [“Mun.”] Code, § 14.12.040.100.) There is no other provision in the City Municipal Code that requires or mentions the need for a franchise or easement from the City for work or permanent operation within or across a public right-of-way (“ROW”). Accordingly, the City Municipal Code only requires that the Applicants obtain an encroachment permit for the crossing. This is consistent with practice in the region, as recognized by appellate case law. (*Bello v. ABA Energy Corp.* (2004) 121 Cal.App.4th 301, 318-20 [finding adequate county permission obtained for construction of gas pipeline in Solano County road ROW where County only issued encroachment permit]; see Sts. & Hy. Code, § 1450 [franchise agreement only required in connection with issuance of encroachment permit for works by public agency or public utility in a county road, not by private party in a city road].))

An application for an encroachment permit is reviewed by the City Engineer. All material and workmanship must conform to the City’s Standard Specifications and to the latest edition of the California State Standard Specifications and Standard Plans. (City Mun. Code, § 14.12.040.100(C).)

The language authorizing approval of an encroachment permit provides a ministerial process—“[a]n encroachment permit shall be issued after the City Engineer or Director of Public Works has approved the plans and the necessary fees and deposit have been paid.” (City Mun. Code, § 14.12.040.100(B).) The City is authorized to deny an encroachment permit only where there is a: (i) failure to provide adequate improvement plans; or (ii) failure to pay or deposit the required fees. (City Mun. Code, § 14.12.040.100(A), (B).) Despite the ministerial nature of the permit, the City has thus far resisted discussions over the necessary permits for the Applicants to construct the gen-tie line, citing BESS moratoria in both the City and Solano County.

B. SID Rules and Regulations for Encroachments

If the East-West Section Option #1 (described above) is pursued, the Applicants will also need to obtain approval from SID to cross beneath the canal adjacent to Kilkenny Road.² If Option #2 is pursued, the Applicants may need to obtain approval from SID to cross an underground SID pipeline. Under either Underground Route Option, the Applicants may need to obtain approval to cross the SID canal adjacent to I-80.

Generally, prior written permission is required from SID before a private party may use SID canal roads, rights of way, easements, or land owned by SID. (SID Rules and Regulations, p. 16 of PDF.)³ In particular, SID requires an encroachment permit for “all work that proposes to either install new [SID] facilities, connect to existing [SID] facilities, cross existing [SID] facilities, install non-[SID] facilities within existing [SID] right-of-way, or any combination thereof.” (SID Encroachment Permit Information webpage;⁴ SID Rules and Regulations, p. 17 of PDF [“No improvements such as . . . facilities, etc., shall be constructed or placed in or over any [SID] Conduit until applications for an Encroachment Agreement or Revocable License Agreement have been made to [SID] and Board authorization is granted therefor.”].) Similar to the City Municipal Code, there is no provision in SID’s Rules and Regulations that requires or mentions the need for a franchise or easement from SID to work or permanently operate across a SID canal.⁵ Given that the SID encroachment permit application expressly includes “permanent” encroachments⁶ and SID’s Standard Conditions contemplate permanent utility encroachments,⁷ SID’s rules and regulations dictate that the Applicants need only obtain an encroachment permit for crossing SID canals.

SID is authorized to deny an encroachment permit only where there is a: (i) failure to comply with SID’s Standard Conditions for encroachment permits, including Standard Specifications and Details; (ii) failure to pay the required fees; or, (iii) interference with SID’s facilities. (SID Encroachment Permit – Standard Conditions;⁸ SID Standard Specifications and Details.⁹) To date, SID has ceased negotiating with respect to the gen-tie line. (See, e.g., November 19, 2025 Scoping Comments of SID [“SID has not consented to or authorized Corby-Nexterra or any other party to install improvements across SID facilities and real property”].)

² Underground Route Option #2 does not require any entry over or through the canal as the gen-tie corridor will run through the portion of Kilkenny Road within the City of Vacaville.

³ Available at <https://www.sidwater.org/DocumentCenter/View/450/SID-Rules-and-Regulations-2012?bidId=>

⁴ Available at <https://www.sidwater.org/244/Encroachment-Permit>.

⁵ Cities and Counties derive their franchising authority from state law. (Cal. Const., art. XI, § 7; Gov. Code, § 26001; Pub. Util. Code, § 6001.) It is unclear under what authority a local irrigation district could derive franchising authority from.

⁶ Available at <https://www.sidwater.org/DocumentCenter/View/906/District-Encroachment-Permit---Application?bidId=>.

⁷ Available at <https://www.sidwater.org/DocumentCenter/View/2795/District-Encroachment-Permit---Standard-Conditions-06-17-2025-Final>.

⁸ Available at <https://www.sidwater.org/DocumentCenter/View/2795/District-Encroachment-Permit---Standard-Conditions-06-17-2025-Final>.

⁹ Available at <https://www.sidwater.org/136/Standard-Specifications-and-Details>.

II. AB 205 GRANTS THE COMMISSION THE AUTHORITY TO PERMIT THE CROSSING PERMITS NECESSARY TO CONSTRUCT THE GEN-TIE LINE

The City and SID have both expressed opposition to granting the necessary encroachment permits to the Applicants to construct and operate the gen-tie line—for the City, across Kilkenny Road, and for SID, across its canals and pipelines. Based upon our review, however, the Commission has authority under AB 205 to grant these encroachment permits and permit construction and operation of the gen-tie line for the life of the Project.

To discern the meaning of AB 205, we first look to its language, giving the words their usual and ordinary meaning and construing them in context. (*Pacific Merchant Shipping Assn. v. Newsom* (2021) 67 Cal.App.5th 711, 725.) If the language of the statute is not ambiguous, the plain meaning controls and resort to extrinsic sources to determine the legislature’s intent is unnecessary. (*Ibid.*) However, if the statutory language permits more than one reasonable interpretation, various extrinsic aids may be considered, including legislative history and the purpose of the statute. (*Ibid.*) Ambiguities should be resolved by adopting the construction which best serves to harmonize the statute internally and with related statutes. (*Ibid.*)

A. The Plain Language of AB 205 Permits the Commission’s Granting of the Crossing Permits

Under AB 205, the Commission has “. . . **the exclusive power to certify the site and related facility**”¹⁰ and “the issuance of a certificate by the commission for a site and related facility . . . **shall be in lieu of any permit, certificate, or similar document required by any state, local, or regional agency, . . . and shall supersede any applicable statute, ordinance, or regulation of any state, local, or regional agency . . .**” (Pub. Res. Code, § 25545.1(a), (b)(1) [emphasis added].) This certification jurisdiction is only limited with respect to certain expressly identified state and local agencies (e.g., the Coastal Commission, the State Water Resources Control Board, the regional water quality control boards, air quality management districts, etc.), but none are relevant to the analysis herein and so are not discussed. (*Id.*, § 25545.1(b)(2), (b)(3).)

The express inclusion of these limits on Commission jurisdiction implies that they are intended to be the *only* limits on Commission jurisdiction. (*Henderson v. Mann Theatres Corp.* (1976) 65 Cal.App.3d 397, 403 [“A recognized rule of statutory construction is that the expression of certain things in a statute necessarily involves exclusion of other things not expressed”]; *Security Pac. Nat. Bank v. Wozab* (1990) 51 Cal.3d 991, 998 [it is a cardinal rule of statutory construction that “courts must not add provisions to statutes” and “insert what has been omitted”].) The plain language of the statute reserves the powers of certain agencies, but does not reserve local agency authority, including local agency authority to issue

¹⁰ “Facility” includes, among others, “[a]n electric transmission line carrying electric power from a facility . . . to a point of junction with any interconnected electrical transmission system.” (Pub. Res. Code, § 25545(b)(1)-(5).) Accordingly, the sweeping language used in Section 25545.1(b)(1) would apply not only to the Project Site, but also the gen-tie corridor that will interconnect the Site with the grid.

encroachment permits. Thus, following the cardinal rules of statutory interpretation, the statute should not be read to limit the Commission's ability to approve the encroachment permits for the crossings described above. There is nothing in the plain language of Public Resources Code section 25545.1 that the City or SID could point to as a clear restriction on the Commission's in-lieu authority in the context of these encroachment permits. In other words, the Commission can supersede any local permitting requirements not specifically exempted by AB 205.

In addition, encroachment "permits" fit within the plain language of the Commission's override authority. The City Municipal Code states that "[a]n encroachment **permit** shall be required to do **any** construction or repair work within the City [ROW], or on any City . . . owned property." (City Mun. Code, § 14.12.040.100 [emphasis added].) The plain language of this section identifies "encroachment **permits**" as the appropriate approval pathway for conducting any work within the City ROW. AB 205 expressly authorizes the Commission to override "**any permit**" and "**any applicable [] ordinance, or regulation**" of a local agency. (Pub. Res. Code, § 25545.1(a), (b)(1) [emphasis added].) Thus, this broad, plain language triggers Commission override authority here.

Similarly, SID requires an "encroachment **permit**" for "all work" to cross existing SID facilities. (SID Encroachment Permit Information webpage.¹¹) As discussed above, "permits" are plainly within the Commission's override authority. (Pub. Res. Code, § 25545.1(b)(1).) Moreover, any related reference in the SID Rules and Regulations to the need for an "Encroachment Agreement" or "Revocable License Agreement" also fits within the broad authority granted to the Commission to override "any permit . . . **or similar document.**" (SID Rules and Regulations, p. 17 of PDF; Pub. Res. Code, § 25545.1(b)(1).) Inclusion of this "catchall" for any similar document suggests the Legislature knew different agencies may use different terms when exercising a permitting-like authority, and so the Legislature intended to extend Commission jurisdiction over all such authorities, whatever term may be used to describe them. (*Peralta Community College Dist. v. Fair Employment & Housing Com.* (1990) 52 Cal.3d 40, 50 [applying statutory interpretation doctrine of *ejusdem generis*, that states "where general words follow the enumeration of particular classes of [] things, the general words will be construed as applicable only to persons or things of the same general nature or class as those enumerated."].)

In the context of other AB 205 projects, the Commission has explained that it does not interpret its authority under Section 25545.1(b)(1) to extend to real-property type approvals, like an irrevocable franchise agreement or easement, because a contract for an easement or similar property right is not generally considered a permit, license, or similar document. As discussed further below, however, a franchise agreement is distinct from an encroachment permit, and thus, this interpretation does not impact the Commission's in-lieu authority over encroachment permits.

Additionally, courts and the Attorney General have recognized that statutes may represent the grant of a franchise. (76 Ops.Cal.Atty.Gen. 176, 1, fn 1 (1993) ["while 'the power to grant franchises to use the highways for secondary purposes, (such as pipelines under those highways), is generally delegated to the

¹¹ Available at <https://www.sidwater.org/244/Encroachment-Permit>.

local subdivisions of the state,’ the state itself may directly grant franchises”] [quoting *Southern Pac. Pipe Lines, Inc. v. City of Long Beach* (1988) 204 Cal.App.3d 660, 666].) Statutory franchises have been found for matters of “statewide concern.” For example, Public Utilities Code section 7901 (formerly Civil Code section 536) has been recognized as a statutory franchise for telephone companies to construct and maintain telephone lines in the streets of cities and counties on the basis of a “matter of state concern” over the comprehensive development of communication services. (*Pac. Tel. & Tel. Co. v. City & Cty. of San Francisco* (1959) 51 Cal.2d 766, 768, 774, 776; *Southern Pac. Pipe Lines, Inc., supra*, 204 Cal.App.3d at 666.) The existence of this statutory franchise precludes cities and counties from excluding telephone lines from the streets upon the theory that they are a “municipal affair.” (*Pac. Tel. & Tel. Co., supra*, 51 Cal.2d at 774.) To our knowledge, the Commission has never considered and answered the question whether the sweeping language in Public Resources Code section 25545.1(a) and (b)(1) created a statutory franchise for applicants to use to interconnect to the grid. However, the Legislature has expressly stated that the AB 205 certification process is “a matter of statewide concern rather than a municipal affair.” (Pub. Res. Code, § 25545.1(c).) Thus, like the statutory franchise for telephone companies, these statutory provisions may be read as authorizing franchise power directly from the state to project applicants, precluding the necessity (if any) of obtaining a franchise from a city or county.

B. The Legislative History of AB 205 Similarly Supports the Commission’s Granting of the Crossing Permits

When there is ambiguity in the plain language of a statute, the legislative history and purpose of a statute may be used to discern its meaning. (*Pacific Merchant Shipping Assn., supra*, 67 Cal.App.5th at 725.) Assuming for the sake of argument that there is some ambiguity in the language of Public Resources Code section 25545.1, the legislative purpose and history behind AB 205 evidences legislative intent to override local opposition to allow critical renewable and energy storage infrastructure to proceed in order to enable the state to meet its greenhouse gas (“GHG”) reduction goals.

The purpose behind AB 205 supports the argument that the language found in Public Resources Code section 25545.1(b)(1) should be read to include not just approvals for the Project Site, but for the gen-tie corridor as well. It is self-evident that approving a renewable or energy storage project site alone, without similarly authorizing its gen-tie and interconnection to the grid, would allow local agencies to continue to resist such projects despite statewide goals and mandates to accelerate the deployment of renewable and energy storage projects in order to reduce GHG emissions. (See 06/26/2022 AB 205 Senate Floor Analysis [AB 205 “create[s] opt-in permitting to accelerate bringing clean energy projects online sooner so that the state can rely less on fossil fuel generation sources.”]; see also e.g., S. Wiener during 06/29/2022 AB 205 Senate Floor Hearing: [“This bill will cut through [local government approval] in so many ways, and make it much easier and faster to site and build these large-scale energy projects.”].) To accomplish this purpose, the Legislature clearly intended to accelerate clean energy projects by overriding local approval authority to bring more projects online faster. AB 205 “allows the [Commission] consolidated permit to replace all local, state, and federal permits,” except for those expressly stated. (06/26/2022 AB 205 Senate Floor Analysis; 06/26/2022 AB 205 Assembly Floor Analysis.) “This new

program was designed to serve as . . . a ‘semi-one stop shop’ for local and state project permits.” (09/12/2025 SB 254 Assembly Committee on Utilities and Energy.)

Other extrinsic aids support this reasoning as well, including prior interpretations of the Warren-Alquist Act. In enacting AB 205, the Legislature selected certification language identical to that used for certification of thermal powerplants. Thus, interpretations of the thermal powerplant provisions are instructive and relevant for interpreting AB 205. Previously, these provisions have been interpreted as

. . . indicat[ing] that the state has preempted the field of the evaluation, regulation and approval of thermal power plant sites and facilities. **A county government therefore would have no power to regulate or prohibit the construction of [a facility] if the plant should fall under the jurisdiction of the Energy Commission.** However, the Energy Act does require the Energy Commission to solicit extensive comments and recommendations from local governments concerning power plant site and facility proposals, and to give such comments major consideration in evaluating such proposals.

(58 Ops. Cal. Atty. Gen 729 (Oct. 31, 1975) [emphasis added].) We note that in certifying the Palmdale Energy Project under the Warren-Alquist Act, the Commission recognized use of the Los Angeles County road ROW would require compliance with the Los Angeles County Code provisions relating to grant of a franchise and permit approvals for encroachments. (Docket No. 08-AFC-09C, TN 220858, Final Commission Decision, p. 6.1-4.) However, Los Angeles County Code contained thorough and extensive provisions regarding franchises and the jurisdiction invited cooperation with the applicant. Conversely, here, the City and SID codes have no provisions regarding franchises and the jurisdictions appear thus far unwilling to work with the Applicants to grant the necessary authorizations to construct and operate the gen-tie line.

III. THE COMMISSION CAN USE ITS AUTHORITY UNDER AB 205 TO GRANT ENCROACHMENT PERMITS FOR THE PROJECT GEN-TIE ROUTE

The Applicants have requested approvals from the City and SID for the work identified above. Both agencies have expressed opposition to granting such applications, apparently on the basis of political considerations rather than any deficient application materials.

Notwithstanding this opposition, the Commission can use its broad authority under AB 205 to authorize such permits in lieu of the City and SID for the reasons explained above.

The City’s and SID’s rules and regulations suggest the appropriate approval process here is through an encroachment permit from the agencies, not a franchise or easement. A franchise is a discretionary “grant of a possessory interest in public real property” that involves “some degree of permanence and stability.” (*Saathoff v. City of San Diego* (1995) 35 Cal.App.4th 697, 705 [internal quotes omitted]; see *Self v. Sharafi* (2013) 220 Cal.App.4th 483, 488 [“The benefits and burdens [of a covenant running with the land] pass by implication of law rather than under principles of contract.”].) Conversely, an encroachment

permit is a ministerial permit typically issued for a defined time period (e.g., the life of a project), not an irrevocable real property right that runs with the land. (*El Dorado County v. Al Tahoe Inv. Co.* (1959) 175 Cal.App.2d 407, 412 [revocable encroachment permit did not convey property right].) It is a revocable, nontransferable license, which, in certain cases, may be withdrawn. (SID Standard Conditions, p. 1 of PDF [“This is not a lease, easement, or irrevocable authorization to use” SID’s ROW.]; *El Dorado County, supra*, 175 Cal.App.2d at 411.) And a local franchise agreement need not be granted in addition to an encroachment permit for long term use of public rights-of-way. (76 Ops.Cal.Atty.Gen. 176, 3, 5 (1993).)

Unlike franchise agreements or easements, the encroachments here would be authorized by permits, which are expressly identified under the Commission’s opt-in authority (“in lieu of any **permit** . . .”). (Pub. Res. Code, § 25545.1(a).) The Commission can find (even though it is not required to), based on the application materials, that the Project will comply with both City and SID conditions for approval of encroachment permits. The Commission can also require that the gen-tie line construction through the City ROW and across SID canals complies with the construction and design standards identified above as conditions of certification of the Project, a process the Commission has implemented with related projects. (Docket No. 01-AFC-12, Los Esteros Commission Decision [TN 26090], pp. 269-70, 421 of PDF [requirement to “provide the [Compliance Project Manager] with all information/data necessary to satisfy the requirements of the Storm Water Discharge Permit for construction of a storm water outlet, and to discharge flows . . . , consistent with the requirements of . . . Water District’s . . . Ordinance No. 83-2” included as condition of certification]; Docket No. 07-AC-06, Carlsbad Energy Center Project Commission Decision [TN 203721], p. 324 of PDF [“prior to connection to the City . . . sanitary sewer system, the project owner shall submit to the City all information . . . required to satisfy City of Carlsbad Municipal Code . . . for the discharge of . . . wastewater to the City’s sewer system.”].)

Although the plain language of AB 205 supports Commission authority here, the Commission should also step in to permit the Project in order to effectuate AB 205’s legislative purpose. The local jurisdiction encompassing the Project Site has expressed disapproval of the Project. This local pressure appears to have influenced the local decisionmaking bodies, including the City and SID, despite the Applicants’ compliance with all application requirements and endeavor to build a safe and beneficial project. The Legislature expressly contemplated the ability of the Commission to overcome such local prejudice by passing AB 205. The Commission should implement that legislative purpose here.

IV. CONCLUSION

Taken together, AB 205’s text and legislative history and purpose both indicate that the Commission’s authority supersedes local encroachment permitting authority. The Applicants seek confirmation of the Commission’s position on AB 205’s reach given the importance of being able to ensure that municipal ROWs and canal crossings can be utilized to interconnect with the grid through the Commission’s certification authority.

Under the broad language and resulting interpretation of AB 205 proposed above, the Commission can assume the encroachment permitting power on behalf of local agencies, thereby preserving the benefits and controls otherwise accorded to such entities by including them in the Commission's certificate. For example, the Commission could:

- Impose certain conditions regarding construction, installation, and maintenance within the ROW using the City's and SID's standard conditions for encroachment permits and existing encroachment permits with utilities and others as examples; and
- Require the Applicants to pay fees that the local agency would otherwise receive through the encroachment permit process.

Thus, a finding that AB 205 supersedes local encroachment permitting authority simply means that encroachment-like conditions may still be entered into, just with the Commission as the authorizing entity. Importantly, in issuing a certification permitting such crossings, the certification should specify that the crossing is permitted for the life of the Project and that it is only revocable on a showing of material non-compliance with the certificate.

Additionally, in recognition of the Commission's experience in facilitating cooperation with local jurisdictions through the Commission's opt-in programs, the Applicants would welcome the Commission's assistance in securing assurances from the City and SID that these jurisdictions will independently agree to grant permanent encroachment approvals for the Project.

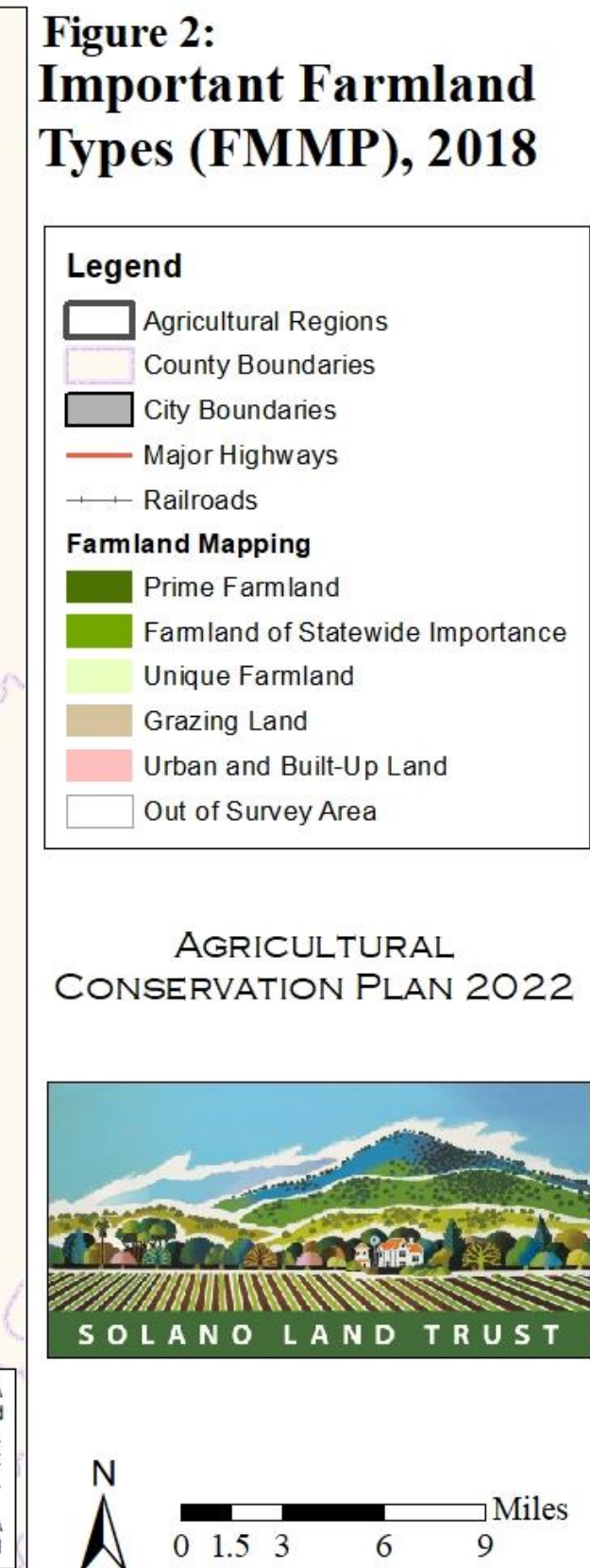
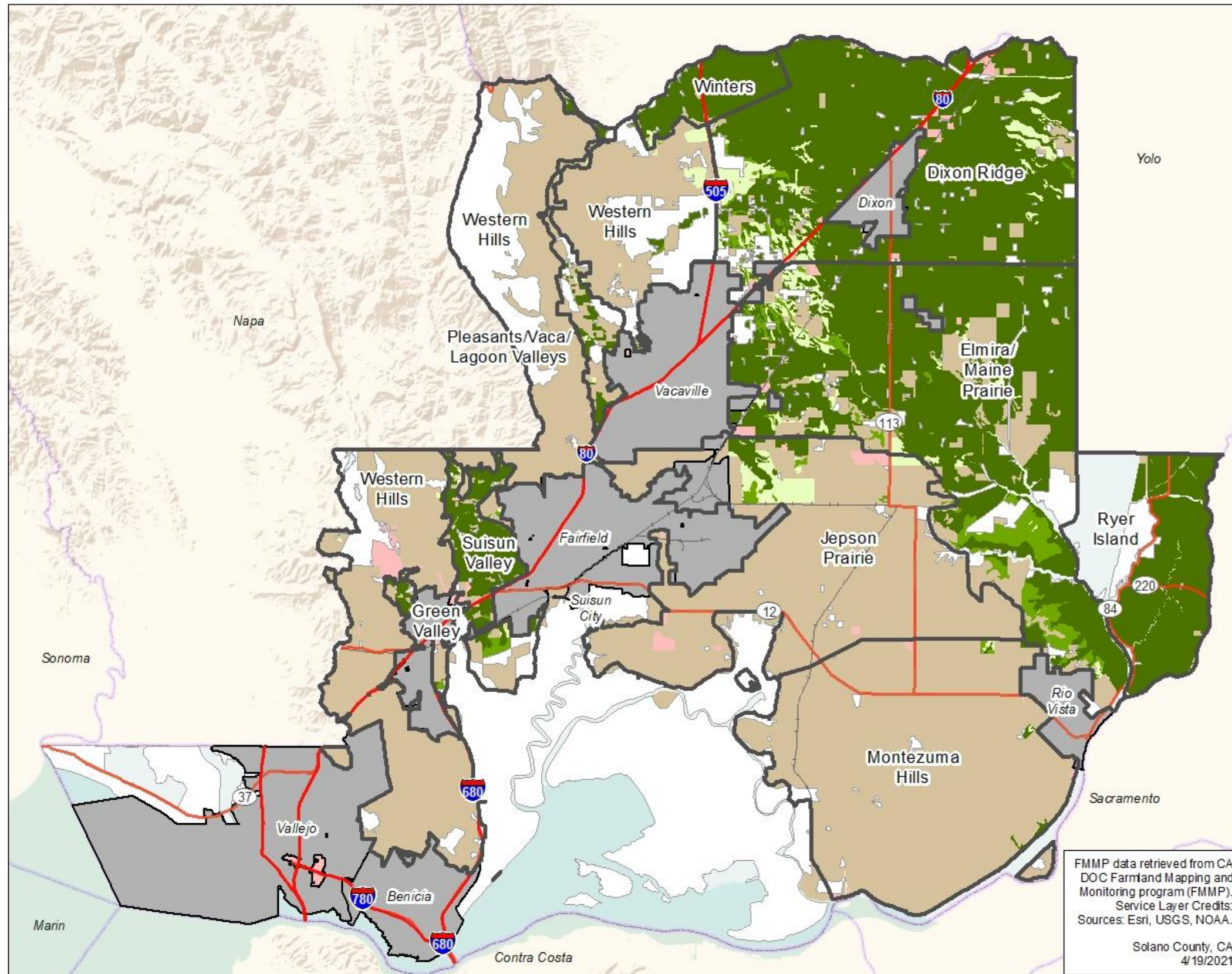
Thank you for the opportunity to provide context and analysis for this important aspect of the Commission's authorities under AB 205.

Sincerely,

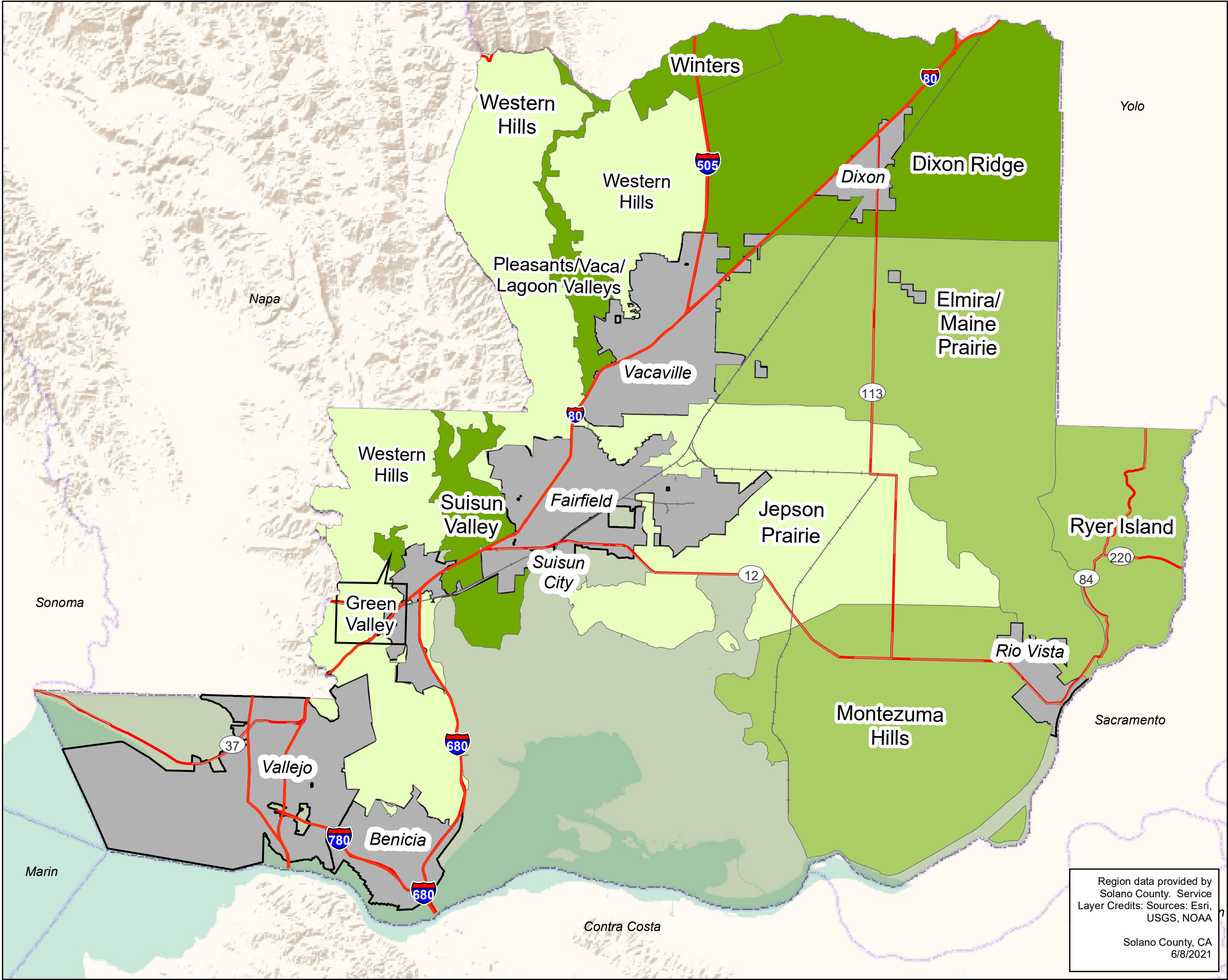
A handwritten signature in blue ink, appearing to read 'C. Guillen', with a stylized flourish at the end.

Christopher R. Guillen

APPENDIX 4.8-B: IMPORTANT FARMLAND MAP



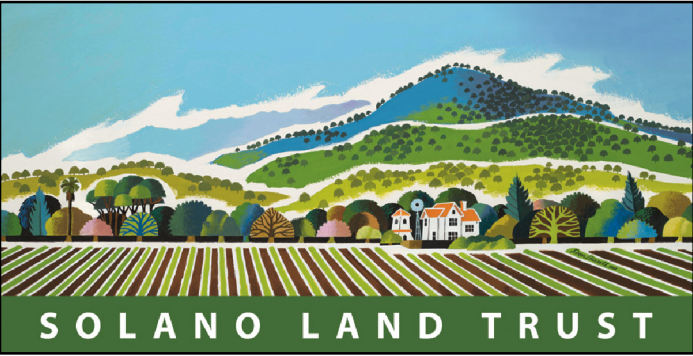
Solano Land Trust Preservation Priorities for Agricultural Regions



Legend

- County Boundaries
- City Boundaries
- Major Highways
- Railroads
- Ag Region Preservation Priority Level**
 - High Preservation Priority
 - Medium Preservation Priority
 - Low Preservation Priority

AGRICULTURAL
CONSERVATION PLAN 2022



Region data provided by
Solano County. Service
Layer Credits: Sources: Esri,
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Solano County, CA
6/8/2021

