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GENESIS SOLAR ENERGY PROJECT CASE NO. 09-AFC-8C 2013 MONITORING REPORT

June 6, 2014

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Cc: Jennifer Field
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Dear Mr Veerkamp:

Thank you for the opportunity to submit to the California Energy Commission the revised 2013 Annual Monitoring Report for the Genesis Solar Energy Project (09-AFC-8C).

The approximately 2,137-acre Colorado Desert Preserve was approved as mitigation for the Genesis Solar Energy Project (09-AFC-8C) by the CDFW, USFWS, BLM, and CEC on October 11, 2011. The Conservation Easement was approved as part of the Formal Acquisition Proposal for Compensation Lands, and was recorded on December 19, 2011. The acquisition and protection of the Colorado Desert Preserve addresses several biological CEC Conditions of Certification including:

- BIO-12, Desert Tortoise Compensation Mitigation;
- BIO-18, Burrowing Owl Impact Avoidance, Minimization, and Compensation Measures;
- BIO-20, Mohave Fringed-toed Lizard Compensation Mitigation; and
- BIO-22, Mitigation for Impacts to State Waters.

If you have any question or would like additional information please feel free to contact me at your convenience.

Sincerely,

Ryan P. Lopez
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ENCLOSURE:

COLORADO DESERT PRESERVE

Riverside County, California

2013 Monitoring Report

Prepared For:

The Genesis Solar Energy Project (09-AFC-8C)

Bureau of Land Management: CACA 04880

California Department of Fish & Wildlife

California Energy Commission: CEC-800-2010-011-CMF

United States Fish and Wildlife Service: FWS-ERIV-08B0060-10F0878

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June 2014

Introduction

The approximately 2,137-acre Colorado Desert Preserve (“CDP” or “Preserve”) was approved as mitigation for the Genesis Solar Energy Project (09-AFC-8C) by the CDFW, USFWS, BLM, and CEC on October 11, 2011 (**Appendix A**). The Conservation Easement was approved as part of the Formal Acquisition Proposal for Compensation Lands (“FAPCL”), and was recorded on December 19, 2011 (**Appendix B**). The acquisition of the Colorado Desert Preserve addresses several biological CEC Conditions of Certification including: BIO-12, Desert Tortoise Compensation Mitigation; BIO-18, Burrowing Owl Impact Avoidance, Minimization, and Compensation Measures; BIO-20, Mohave Fringed-toed Lizard Compensation Mitigation; and BIO-22, Mitigation for Impacts to State Waters.

The Preserve is located in an unincorporated portion of central Riverside County along the Interstate 10 corridor between Indio, CA and Blythe, CA (**Figure 1**). The Preserve is located within the United States Fish and Wildlife Service’s; Colorado Desert Recovery Unit (**Figure 2**), Chuckwalla Complex Critical Habitat Unit (**Figure 3**), Chuckwalla Area of Critical Environmental Concern (**Figure 3**), and the Chuckwalla Desert Wildlife Management Area (**Figure 3**). The Preserve also is located in the Desert Renewable Energy Conservation Plan – Intern Mitigation Plan; Area 6 Coachella Valley and Area 8 Imperial Valley (**Figure 4**). Aerial photos of the Preserve are included as **Figure 5-5e2**.

The purpose of this Preserve is to satisfy certain environmental mitigation requirements of the Genesis Solar Energy Project (09-AFC-8C) as required by the following regulatory agency approval documents:

- California Energy Commission’s Final Decision, October 12, 2010 (Publication # CEC-800-2010-011-CMF)
- United States Fish and Wildlife Service’s Biological Opinion, 2010 (FWS-ERIV-08B0060-10F0878)
- Bureau of Land Management’s Record of Decision, 2010 (Case File Number: CACA 048880)

Appendix C includes an updated Mitigation Conditions Checklist, originally submitted as part of the Executive Summary to the Colorado Desert Preserve Formal Acquisition Proposal. **Appendix D** outlines all Preserve requirements resulting from approval of the CDP FAPCL including legal, financial, biological, and management tasks required under the CEC Final Decision Conditions of Certification, the Long-Term Management Plan (“LTMP”), Interim Habitat Improvement Fund (“IHIF”) (**Appendix E**), and the Conservation Easement (**Appendix B**).

This report documents the results of year two of annual monitoring for the Preserve. The Preserve was approved on October 11, 2011 (**Appendix A**), making 2012 year one and 2013 was year two. Year three will be 2014, and that will conclude the Interim Period as required by the CDP LTMP and IHIF. In 2015 management and monitoring funding as required by the LTMP and Property Analysis Record (“PAR”) (**Appendix F**) will begin to be funded by the long-term management endowment. The status of IHIF and PAR funding can be found in **Appendix C**.

Preserve Overview

The Colorado Desert is located in the southeastern corner of California, and is one of seven sub-regions of the larger Sonoran Desert. The Colorado Desert region encompasses approximately 7 million acres (2,800,000 ha), reaching from the Mexican border in the south to the higher-elevation Mojave Desert in the north and from the Colorado River in the east to the Laguna Mountains of the Peninsular Ranges in the west. The desert encompasses Imperial County and includes parts of San Diego County, Riverside County, and a very small part of San Bernardino County (CDFG 2006).

The majority of the Colorado Desert lies at a relatively low elevation, below 1,000 feet above sea level, with the lowest point of the desert floor at 275 feet below sea level at the Salton Sea. Although the highest peaks of the Peninsular Range reach elevations of nearly 10,000 feet, most of the region's mountains do not exceed 3,000 feet above sea level. The Colorado Desert's climate distinguishes it from other deserts, in that it experiences greater summer daytime temperatures than higher-elevation deserts, such as the Mojave Desert, and rarely experiences frost. In addition, the Colorado Desert experiences two rainy seasons per year (in the winter and late summer), especially toward the southern portion of the region. In comparison, the more northerly Mojave Desert usually has only winter rains (CDFG 2006).

The overall goal of the Preserve is to manage the Sonoran Creosote Bush Scrub, Desert Dry Wash Microphyll Woodland, Other Waters of the State, and Stabilized and Partially Stabilized Sand Dunes habitats to ensure that habitat conditions benefit the continued existence and recovery efforts for the state and federally threatened Agassiz's desert tortoise (*Gopherus agassizii*), the California Species of Special Concern Mojave fringe-toed lizard (*Uma scoparia*), and the California Species of Special Concern western burrowing owl (*Athene cunicularia hypugea*).

HABITATS

The habitat types found on the Preserve include 1,976.6 acres of Agassiz's desert tortoise habitat (CDP-1, 127.7 acres; CDP-2, 41.9 acres; CDP-3, 190.7 acres; CDP-4, 1,616.2) (**Figure 7a-7d11**), approximately 1,976.6 acres of western burrowing owl habitat (CDP-1, 127.7 acres; CDP-2, 41.9 acres; CDP-3, 190.7 acres; CDP-4, 1,616.2 acres) (**Figure 6**), approximately 160.5 acres of Mojave fringe-toed lizard habitat (CDP-5, 160.5 acres) (**Figure 7e1-e2**), approximately 355.7 acres of Waters of the State (excluding microphyll woodland) (CDP-1, 47.3 acres; CDP-2, 3.5 acres; CDP-3, 20.5 acres; CDP-4, 284.4 acres) (**Figure 7a-7d11**), and approximately 56.6 acres of microphyll woodland (CDP-1, 10.7 acres; CDP-2, 1.8 acres; CDP-3, 15.3 acres; CDP-4, 28.8 acres) (**Figure 7a-7d11**).

Prescribed Management Activities

In an effort to preserve the biological and physical characteristics of the Preserve, management tools such as signage, fencing, and trash/trespass monitoring may be used to eliminate trespass activity and promote native plant species cover and diversity. Management activities are described in detail in the **Long Term Management Plan for the Colorado Desert Preserve (Exhibit D of the Colorado Desert Preserve Formal Acquisition Proposal)** (Wildlands, 2011).

SIGNAGE

No trespassing and Preserve boundary signs are installed at appropriate locations throughout the Preserve. If necessary and if expected to reduce unauthorized access, signs are installed at the corners of each Preserve, along designated routes, and at locations where washes could be utilized to access the Preserve. The locations of the signs were specifically chosen to assist in the identification of Preserve boundaries and prevent unauthorized access. The locations of the signs were also chosen to minimize disturbance to the Preserve including raven predation, ground disturbance, and alteration of the Preserve's hydrology. General guidelines include signage installation along one third of every mile along designated routes and at locations where navigable washes intersect designated routes. This was a prescriptive plan introduced in the Long-Term Management Plan that will be analyzed and altered under the Adaptive Management on an annual basis. During each Preserve visit, the monitoring biologist will record condition of signage and make recommendations to implement repair or replacement, if applicable. A description of activities related to signage can be found on **Page 6 (Management Activities)**.

FENCING

Fence installation was prescribed as part of the LTMP if necessary and if expected to reduce unauthorized access. Possible locations for fencing are next to designated or unauthorized routes, navigable washes, and locations where unauthorized trespass has been identified. Potential locations for fencing were specifically chosen to assist in the identification of Preserve boundaries and to prevent unauthorized access. The locations of the fencing were also chosen to minimize disturbance to the Preserve, minimize opportunities for raven predation, ground disturbance, and alteration of the Preserve's hydrology. During each Preserve visit, the monitoring biologist will record condition of fencing and make recommendations to implement repair or replacement, if applicable. A description of activities related to fencing can be found on **Page 6 (Management Activities)**.

TRASH AND TRESPASS

If necessary, collect and remove trash, repair vandalized signage/fencing, and rectify trespass impacts if practical and financially feasible and if the rectification activities are unlikely to increase environmental degradation. All trash identified during the course of the year 1 Baseline survey will be removed from the Preserve as required and funded by the ***Interim Habitat Improvement Fund for the Colorado Desert Preserve (Exhibit C of the Colorado Desert Preserve Formal Acquisition Proposal)*** (Wildlands 2011). During each Preserve visit, record all occurrences of trash and/or trespass. Record type, location, amount, and all signs of evidence that there are trash and trespass issues on the Preserve and remove as much trash and repair and rectify vandalism and trespass impacts as possible and necessary. A description of activities related to trash and trespass can be found on **Page 6 (Management Activities)**.

INVASIVE SPECIES

Invasive species threaten the diversity and abundance of native species through competition for resources, predation, parasitism, interbreeding with native populations, transmitting diseases, or causing physical or chemical changes to the invaded habitat. Species such as Russian thistle (*Salsola tragus*) and Saharan mustard (*Brassica tournefortii*) are of particular concern in the Colorado Desert. The overall

management objectives of the Preserve are to monitor and maintain control over non-native invasive species, including but not limited to noxious weeds that diminish habitat quality for which the Preserve was established as described in the **Long Term Management Plan for the Colorado Desert Preserve (Exhibit D of the Colorado Desert Preserve Formal Acquisition Proposal)** (Wildlands, 2011). An assessment of non-native invasive plant species cover and/or presence shall occur during the year 1 Baseline monitoring of the Preserve, in conjunction with a high resolution aerial photo, to establish a baseline condition. One high resolution aerial photograph will be taken every 10 years to track changes to the established baseline condition. A description of activities related to invasive species can be found on **Page 6 (Management Activities)**.

MONITORING REQUIREMENTS

The overall goal of this Preserve is to foster the long-term viability of the covered species and habitats it possesses. In order to accomplish this goal it is important to implement a monitoring plan that documents the baseline condition of the Preserve in sufficient detail to enable those conditions to be tracked over time. This baseline assessment was accomplished by conducting a 100% visual coverage 30-meter transect survey during year one (completed in 2012, see 2012 Annual Monitoring Report). It is also important to return to the Preserve on an annual basis to conduct annual biological monitoring and habitat disturbance surveys. These biological monitoring annual habitat disturbance surveys will accomplish the equally important goals of identifying and tracking new and existing anthropogenic and non-anthropogenic threats on the Preserve, as well as gathering annual species and habitat data. Routine monitoring of habitat and infrastructure maintenance tasks are intended to assure the viability of the Preserve in perpetuity and are described in detail below. Monitoring results are used to guide management adaptation decisions according to the adaptive management strategy described in the **Long Term Management Plan for the Colorado Desert Preserve (Exhibit D of the Colorado Desert Preserve Formal Acquisition Proposal)** (Wildlands, 2011).

Methods

BASELINE 100% VISUAL COVERAGE SPECIES MONITORING

In order to establish a baseline condition that can be used to track changes on the Preserve over time, Wildlands conducted a 100% visual coverage 30-meter transect survey in year one. GPS was utilized to track all signs, species occurrences, and habitat features of interest, with special care taken to identify covered species receiving mitigation credit (i.e., Agassiz's desert tortoise, Mojave fringe-toed lizard, and western burrowing owl, etc.).

The objectives of the Baseline Survey was to:

- document existing species occurrences, and
- document existing conditions so changes in those conditions can be tracked over time.

Tasks accomplished during the Baseline Surveys included:

- using GPS and photo-documentation to note mitigation credit species (sign, species indicators, habitat types, etc.) on the property,
- using GPS and photo-documentation to document the extent, type, and location of all human disturbance on the property,

- using GPS and photo-documentation to document Agassiz's desert tortoise, as well as burrows, sign, condition, age, location, and habitat type,
- complete flora and fauna species inventory, and
- completing CNDDDB forms in the event that special status species are identified.

ANNUAL BIO/HABITAT DISTURBANCE SURVEYS

Annual Bio/Habitat Disturbance Surveys have the co-equal goals of monitoring the Preserve for threats and of collecting biological data that can be used to track changes on the Preserve over time for the purposes of habitat quality. These surveys assess the Preserve's condition, degree of erosion, invasion of exotic or deleterious species, water quality, fire hazard, and/or other aspects that may warrant management actions. Special care is taken to document off highway vehicle use of the site, trash, fire damage, a qualitative assessment of invasive species, and any other major anthropogenic and non-anthropogenic changes. Any changes or damage to the hydrology and habitats within the state waters are documented, with special attention to microphyll woodland trees and other plant and wildlife species.

Observations of wildlife species and signs of species (burrows, tracks, bird calls, etc.) are documented. GPS is utilized to track all signs, species occurrences, and habitat features of interest, with special care taken to identify covered species receiving mitigation credit (i.e., Agassiz's desert tortoise (Bio-12), Mojave fringe-toed lizard (Bio-20), and western burrowing owl (Bio-18), etc.).

The objectives of the Annual Bio/Habitat Disturbance Surveys are to:

- document current conditions so that changes from the baseline conditions can be tracked over time.

Tasks accomplished during the Annual Bio/Habitat Disturbance Surveys include:

- using GPS and photo-documentation to note mitigation credit species (sign, species indicators, habitat types, etc.) on the property,
- using GPS and photo-documentation to document the extent, type, and location of all human disturbance on the property,
- using GPS and photo-documentation to document Agassiz's desert tortoise, as well as burrows, sign, condition, age, location, and habitat type,
- complete flora and fauna species inventory, and
- completing CNDDDB forms in the event that special status species are identified.

The path, area covered, and the distance travelled of the Annual Bio/Habitat Disturbance Survey is determined by a combination of permanently established strategically placed photo-points and meandering transects. These photo-points are revisited annually to enable the reviewers of the annual monitoring report to visually identify annual changes to the Preserve. The use of permanent photo-points in conjunction with flexible routes to reach those photo-points was a specific design of the annual monitoring protocols that will facilitate a fixed and appropriate amount of annual repeatability (same photo-points year over year), with an appropriate amount of flexibility that will be necessary for the Monitoring Biologist to implement the adaptive management requirement of the long term management plan.

WILDLIFE OBSERVATIONS

Incidental wildlife observations are recorded throughout the course of regular site monitoring and maintenance. These incidental wildlife observations will be submitted as part of the Annual Monitoring Report (**Appendix H**) and will be used to track changes in species composition over time.

Results

BASELINE 100% VISUAL COVERAGE SPECIES MONITORING

Baseline 100% visual coverage species monitoring was completed in the 2012 monitoring season, from March 12-21, 2012 (See 2012 Annual Monitoring Report). These surveys revealed the presence of 12 live Agassiz's desert tortoise, as well as the presence of several other special status species including; American badger (*Taxidea taxus*), desert Kit Fox (*Vulpes macrotis*), desert bighorn sheep (*Ovis canadensis nelson*), Mojave fringe-toed lizard, and western burrowing owl.

Directional photo-points were taken at 44 locations throughout the preserve to visually demonstrate the variability in species composition and vertical and horizontal structure of the landforms and plant communities. These directional photo points visually demonstrate the intact Sonoran creosote bush scrub, desert dry wash woodlands, state waters, and stabilized and partially stabilized dunes that comprise CDP.

Data points were recorded at 332 locations throughout the Preserve to demonstrate the abundance and diversity of desert flora and fauna. These data points represent special status species sign locations, potential restoration areas, as well as areas with possible trespass issues.

ANNUAL BIO/HABITAT DISTURBANCE SURVEYS

The annual bio/habitat disturbance surveys were conducted throughout the Colorado Desert Preserve on March 4th and 6th, April 1st, and May 14th-16th, 2013. These surveys revealed the presence of intact Sonoran creosote bush scrub and stabilized and partially stabilized dunes that supports Agassiz's desert tortoise (BIO-12, BIO-20), as well as several other special status species including; American badger (*Taxidea taxus*), desert Kit Fox (*Vulpes macrotis*), desert bighorn sheep (*Ovis canadensis nelson*), Mojave fringe-toed lizard, and western burrowing owl (BIO-28, BIO-20; **Figure 8a-8r2**).

Directional photo-points were taken at 53 locations throughout the preserve to visually demonstrate the variability in species composition and vertical and horizontal structure of the landforms and plant communities (**Figure 82-8r2**). These directional photo points visually demonstrate the intact Sonoran creosote bush scrub, desert dry wash woodlands, state waters (BIO-22), and stabilized and partially stabilized dunes (BIO-20) that comprise CDP. A list of all plant species observed on and in the vicinity of CDP during annual monitoring can be found as **Appendix G**.

Data points were recorded at 9 locations throughout the Preserve to demonstrate the abundance and diversity of desert flora and fauna. These data points represent special status species sign locations, potential restoration areas, as well as areas with possible trespass issues. Complete monitoring data as well as selected corresponding data photos can be found as **Figure 8a-8r2**.

WILDLIFE OBSERVATIONS

Incidental wildlife observations are incidental in nature and recorded throughout the course of regular site monitoring and maintenance. If possible, GIS data and a photograph will be used to document the presence of each species. If this is not possible, for example when bird call is the only identification, the species will be recorded on a running list of species encountered onsite. A list of wildlife species observed on and in the vicinity of the Preserve can be found in **Appendix H**. This species list can be utilized during subsequent years as a checklist and to determine if species diversity has changed over time. It may also be used to compare how species diversity changes depending on site visit timing. The species list contained in **Appendix H** will represent a running list of species that have been identified onsite since the initial protection of the Preserve. These species include those identified in the Conditions of Certification for which mitigation land was requested.

Discussion

BASELINE 100% VISUAL COVERAGE SPECIES MONITORING

The baseline 100% visual coverage species monitoring was completed in the 2012 monitoring season. See the 2012 Annual Monitoring Report for more complete results and discussion. These surveys revealed the presence of 12 live Agassiz's desert tortoise, as well as the presence of several other special status species including; American badger (*Taxidea taxus*), desert Kit Fox (*Vulpes macrotis*), desert bighorn sheep (*Ovis canadensis nelsoni*), Mojave fringe-toed lizard, and western burrowing owl.

ANNUAL BIO/HABITAT DISTURBANCE SURVEYS

Onsite surveys have revealed the presents of Agassiz's desert tortoise, American badger, desert bighorn sheep, Mojave fringe-toed lizard, western burrowing owl and many other non-listed desert species (**Appendix H**). Annual Bio/Habitat disturbance surveys conducted in 2013 revealed the presence of ADT burrow (**Figure 8a5**) and all the necessary habitat characterizes that the Preserve is being protected and managed for. Photo documentation and species inventories demonstrated that current conditions of the Preserves habitats and waters including Sonoran creosote bush scrub, desert dry wash woodlands, desert dry wash, and swale network have sustained the baseline monitoring conditions established in 2012. No new erosion, trash, or evidence of trespass was discovered during the annual bio/habitat disturbance surveys. Annual bio/habitat disturbance surveys will continue in the spring of the 2014 monitoring season.

Based on this sustained high quality habitat for desert tortoise and burrowing owl on CDP-1, CDP-2, CDP-3, and CDP-4, the Preserve continues to contain the primary constituent habitat elements to sustain populations onsite. Future surveys and site visits will continue to look for signs of desert tortoise and burrowing owl die offs as well as new sources of trespass, invasive species, trash duping, altered hydrology, and changes in plant or wildlife species composition. The habitat remediation that occurred on CDP-4, Sub-Area 6 (**Figures 8k, 8l, 9a**) improved habitat quality not only on the Preserve, but within the entire Shavers valley by removing a potential source of OHV traffic. This area will be revisited annually to determine the effectiveness of these remediation actions. It is possible that future actions could include additional signage, vertical and horizontal mulching, and post and cable fencing.

MFTL habitat on CDP-5 remained unchanged from the baseline surveys (**Figure 8r**). The Preserve still contains suitable Aeolian sand necessary for MFTL. No additional invasive species were identified, and no new trash or OHV impacts. Should new impacts be identified in subsequent Preserve visits, the endowment will fund remediation and cleanup activities.

Management Activities

The management activities developed for the CDP were done so in coordination and under the supervision of the Desert Renewable Energy Action Team “REAT”. The REAT included representatives from BLM, USFWS, CDFW, CPUC, CEC, and NPS. These management activities were developed to be consistent with other management strategies in the desert, with the main goal of improving or maintaining desert habitat quality in-perpetuity.

SIGNAGE

Signs were installed at 4 locations on CDP-1 (**Figure 8aMap**) and 2 locations on CDP-4 Sub-Area 6 (**Figure 8kMap**). Sign locations as well as potential sign locations will be revisited during the 2014 annual bio/habitat disturbance surveys to assess the effectiveness of no trespassing signs as well as if additional signage is needed. In order to determine the effectiveness of signage the monitoring biologist will make a determination regarding the nature of trespass onsite. On properties where signage has been installed, trespass will be recorded to determine if levels of trespass are decreasing, stable, or increasing. It is expected that signs will be installed throughout the Preserve in appropriate locations as required by the LTMP and based on the results of site visits.

FENCING

No fencing has been installed within the Preserve. It is likely that post and cable fencing will be installed at one location on CD-4, Sub-Area 6 as is funded by the Interim Habitat Improvement Fund. CDP-4, Sub-Area 6 contained a concrete pad that historically allowed access to and from the Red Canyon Trail via an approximately 70 foot wide break in the vegetation. Post and cable fencing may be necessary in the access area to discourage unauthorized vehicular trespass into the disturbance area. Areas of unauthorized trespass that were identified during baseline 100% visual surveys will continued to be monitored during annual bio/habitat disturbance surveys, including CDP-4, Sub-Area 6 (**Figures 8k, 8l, 9a**). If unauthorized trespass continues after signage has been installed these areas may be considered for fence installation.

TRASH AND TRESPASS

Baseline 100% visual surveys revealed locations where illegal trash dumping and unauthorized trespass has occurred. These areas were revisited during annual bio/habitat disturbance surveys to dispose of illegal trash, install no trespassing signs, and restore disturbed areas as much as possible. Illegal camp fire rings were disassembled at 1 location in order to deter further trespass (**Figure 8a3**). On March 5th and 6th, 2013 Wildlands continued restoration efforts on CDP-6 by re-vegetating dirt roads that were created by illegal trespass. Cacti salvaged from the Desert Sunlight Solar Farm Project were utilized to deter illegal trespass from disturbed areas as well as encourage re-colonization of native plant species (**Figure**

9aMap-9a4). Trash removal, no trespassing sign installation, and future restoration will coincide with annual bio/habitat disturbance surveys in 2014.

INVASIVE SPECIES

Baseline 100% visual surveys revealed the presence of five invasive species throughout the Preserve. Asian mustard (*Brassica tournefortii*), Red brome (*Bromus madritensis* ssp. *rubens*), Redstem Filaree (*Erodium cicutarium*), Russian thistle (*Salsola tragus*), and Mediterranean grass (*Schismus barbatus*) were located throughout the Preserve (**Appendix G**) in low quantities that are typical of the Colorado desert. These populations were revisited during annual bio/habitat disturbance surveys to track any changes in population status. Annual bio/habitat disturbance surveys demonstrated no new occurrences of any invasive species or any spread of observed populations. A regional strategy for weed management in the Colorado Desert is being developed by the Agencies. Upon development of a regional weed management plan, and with the written approval of the Agencies, monies dedicated in the Endowment for weed management can be contributed to the funding of the regional weed management plan. Funding is also available for onsite activities should they be necessary. The Land Manager shall consult the following sources for guidance on what species may threaten the Preserve, and on specific management activities for those species: The California Department of Food and Agriculture (“CDFA”) list of “noxious weeds” that are subject to regulation or quarantine by county agricultural departments, the [CDFA’s Integrated Pest Control Branch](#), and the University of California State Integrated Pest Management Program list of “Exotic and invasive pests and diseases that threaten California’s agricultural, urban, or natural areas”, Invasive species will be evaluated during the annual bio/habitat disturbance surveys in the spring of 2014. An aerial photo will be taken in the fall of 2014 to document baseline invasive species conditions.

Financial Status

ENDOWMENT AND IHIF

The initial endowment amount of \$937,020 was deposited into an escrow account with Lawyers Title in October of 2011. To date this endowment amount has not been transferred to the endowment account. The Land Manager is currently working with the California Energy Commission to get the funds transferred to the correct long term endowment account. The LTMP escrow balance as of May of 2014 is \$947,502.11 (Appendix I). Maintenance activities will not be funded from the endowment until the onset of the Preserve’s long term management which begins in 2015. The Initial Habitat Improvement Fund (“IHIF”) amount of \$51,515 was funded in October of 2011 (Appendix J). The IHIF balance as of May, 2014 is \$52,191. No expenses were charged to the IHIF during the 2013 monitoring and maintenance.

Future Monitoring and Management

The following monitoring and management activities will continue as described above until conditions at the Preserve necessitate modification under the adaptive management protocols described in the *Colorado Desert Preserve Management Plan* (Wildlands 2011).

- Annual bio/habitat disturbance survey.
- Installation and inspection of no trespassing signage.
- Continued trash removal and habitat restoration.
- LDS Contribution.
- Aerial or satellite photo.

Conclusion

Overall, the management activities at the Preserve have sustained the natural resources and habitat values in 2013. Future management practices at the Preserve will be analyzed and adjusted if necessary based on analysis of results from future biological and non-biological monitoring. These adaptive management practices will continue to support the natural diversity of the habitats and special status species on site. The management practices and overall condition of the Preserve are consistent with the habitat preservation objectives of the Colorado Desert Preserve.

References

California Department of Fish and Game (CDFG). 2006. Draft Wildlife Action Plan: Chapter 8 - Colorado Desert Region.

Wildlands 2011. Colorado Desert Preserve Management Plan. October 2011.

Wildlands 2011. Colorado Desert Preserve Interim Habitat Improvement Plan. October 2011.

APPENDIX A

GENESIS SOLAR ENERGY PROJECT, MITIGATION APPROVAL LETTER



California Energy
Commission



California Department
of Fish and Game



U.S. Bureau of
Land Management



U.S. Fish and
Wildlife Service

October 11, 2011

Genesis Solar, LLC
c/o NextEra Energy
700 Universe Boulevard
Juno Beach, FL 33408

Re: Genesis Solar Energy Project, Riverside County, California – Compensatory Mitigation Land Acquisition Proposal

Interested parties:

The Genesis Solar Energy Project (GSEP) is required by the project's California Energy Commission (Energy Commission) Final Decision and Bureau of Land Management (BLM) Final Environmental Impact Statement to provide compensatory mitigation to offset the project's impacts to listed and sensitive species and their habitats. In response, Genesis Solar, LLC (collectively referred to as "project owner") prepared a Formal Acquisition Proposal via Wildlands California Holdings, LLC ("Wildlands") for the GSEP. This Formal Acquisition Proposal was submitted to the Renewable Energy Action Team (REAT) agencies (California Department of Fish and Game, Energy Commission, U.S. Fish and Wildlife Service, and BLM) for collective review and approval.

On May 31, 2011, a Formal Acquisition Proposal for the 2,137-acre Colorado Desert Preserve ("Genesis Proposal") for the GSEP was submitted to the REAT agencies by Wildlands on behalf of Genesis Solar, LLC. The Genesis Proposal identified private lands biologically suitable to meet all compensatory mitigation requirements for the GSEP as a result of project impacts to sensitive species and wildlife including desert tortoise, Mojave fringe-toed lizard, western burrowing owl, and waters of the state including microphyll woodland. Based on the Energy Commission's September 2010 Final Commission Decision (Publication #CEC-800-2010-011-CMF) and the BLM's August 2010 Final Environmental Impact Statement (Publication Index #: BLM/CA/ES-2010-016+1793), the project owner has satisfied all acquisition requirements for project impacts associated with the GSEP. The compensatory mitigation acreages required for the GSEP per the conditions of certification in the Energy Commission's Final Decision and BLM's Final Environmental Impact Statement are:

- 1,870 acres of desert tortoise habitat (BIO-12);
- 39 acres of western burrowing owl habitat (BIO-18);
- 136 acres of Mojave fringe-toed lizard habitat (BIO-20); and
- 111 acres of state waters including 48 acres of microphyll woodland (BIO-22).

The REAT agencies have completed their review of the information contained in the Genesis Proposal including all subsequently revised submittals. On August 6, 2011, the REAT agencies approved the biological suitability of the Colorado Desert Preserve (CDP) in the mitigation acreage amounts specified above. Final approval of the Genesis Proposal was pending REAT agency review and approval of title reports, the Phase I Environmental Site Assessment reports, revised Long-term Management Plan, and Long-term Management Endowment Property Analysis Record (PAR). On September 1, 2011, the REAT agencies gave notice of the acceptance and concurrence with the findings presented in the title reports and Phase I Environmental Site Assessment report with final approval pending the approval of the Long-term Management Plan and Long-term Management Endowment PAR prepared for GSEP. On September 30, 2011, the Energy Commission staff, on behalf of the REAT agencies and in conjunction with these two previous REAT agency approvals, granted final approval of the Genesis Proposal's revised Long-term Management Plan and Long-term Management Endowment PAR (dated September 19, 2011 with subsequent revisions at REAT agencies request) submitted for GSEP.

This concludes REAT agency review of the Genesis Proposal. The REAT agencies now look forward to finalizing the compensatory mitigation details and verifying whether or not the current mitigation security funds are sufficient to complete the compensatory mitigation and, if they are not, seeking additional funding from the project owner. The project owner must provide written verification to the REAT agencies that the project owner understands that the long-term maintenance and management funds will be deposited with the National Fish and Wildlife Foundation (NFWF), and managed by NFWF in accordance with the REAT's direction including the REAT's investment policy statement (dated December 1, 2010) for such funds held by NFWF and the Memorandum of Agreement between the REAT and NFWF. Based on previous discussions between Wildlands and the REAT agencies, the REAT agencies approved the GSEP PAR, which used a capitalization rate of 3.5% instead of the 3.25% capitalization rate specified in the REAT's investment policy statement. No disbursements will be made from the long-term maintenance and management funds for land management activities for the first three years after establishment of the corresponding NFWF account ("Interim Period"). In addition, disbursements of the long-term maintenance and management funds, which will begin at the conclusion of the Interim Period, will be made pursuant to a Recipient Agreement approved and executed by the REAT, NFWF, and Wildlands. Also, please provide written verification to the REAT agencies that Wildlands, on behalf of the project owner, will be responsible for providing all necessary funding to establish the Baseline Condition of the CDP or other management activities that are required during the Interim Period.

Respectfully,



TERRENCE O'BRIEN

Deputy Director, Energy Facilities Siting and Environmental Protection Division,
California Energy Commission

Acting




MICHAEL FRIS

Assistant Regional Manager, Ecological Services, U. S. Fish and Wildlife Service



KEVIN HUNTING

Chief Deputy Director, California Department of Fish and Game



TOM POGACNIK

Deputy State Director, Division of Natural Resources, Bureau of Land Management

cc: Brian Monaghan, Ryan Lopez, Richard Moss, Wildlands California Holdings, LLC
Eric Veerkamp, Compliance Project Manager, CEC
Amy Fesnock, BLM
Mark Massar, BLM
William Condon, CDFG
Armand Gonzales, CDFG
Magdalena Rodriguez, CDFG
Amy Golden, CEC
Jody Fraser, USFWS
Peter Sorensen, USFWS

APPENDIX B
RECORDED CONSERVATION EASEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Wildlife Heritage Foundation
563 Second Street, Suite 120
Lincoln, CA 95648
Attn: Executive Director

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MABRERA

Space Above Line for Recorder's Use Only

**CONSERVATION EASEMENT DEED
Colorado Desert Preserve**

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of the 16th day of December, 2011, by Wildlands California Holdings I, LLC. ("Grantor"), in favor of the Wildlife Heritage Foundation ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately 2,137 acres, located in the County of Riverside, State of California, and designated Assessor's Parcel Number(s) 860-040-001, 709-420-032, 719-280-003, 709-440-052, 709-600-010, 709-600-012, 719-080-060, 709-540-017, 709-530-013, 709-530-004, 709-480-001, 709-480-002, 709-480-003, 709-480-004, 709-480-005, 709-470-005, 709-470-006, 709-470-007, 709-470-008, 709-450-012, 709-460-001, 709-460-002, 709-460-003, 709-460-004, 709-460-005, 709-460-006, 709-460-007, 709-460-008, 709-050-034, 715-300-005, 810-100-003, and 810-100-001 (the "Property"). The Property is legally described and depicted in **Exhibit A** attached to this Conservation Easement and incorporated in it by this reference.

B. The Property possesses wildlife and habitat values of great importance to Grantee, the people of the State of California and the people of the United States. The Property will provide high quality natural habitat for desert tortoise (*Gopherus agassizii*), western burrowing owl (*Athene cunicularia hypugea*), mojave fringe-toed lizard (*Uma scoparia*), and contain waters of the State of California including: desert dry wash microphyll woodland, vegetated swale, and swale network. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Property.

C. The California Department of Fish and Game ("CDFG") has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of these species pursuant to California Fish and Game Code Section 1802. CDFG is authorized to hold easements for these purposes pursuant to California Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

D. The United States Fish and Wildlife Service (the "USFWS"), an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the federal Endangered Species Act, 16 U.S.C. Section 1531, *et seq.*, the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f), *et seq.*, and other provisions of federal law.

E. The California Energy Commission (the "CEC"), has certification and licensing jurisdiction over sites and facilities for proposed power plants (California Public Resources Code 25500 *et seq.*).

F. The Bureau of Land Management (the "BLM") is authorized by the Federal Land Policy and Management Act (FLPMA) to issue right of way grants for electrical power generation, transmission and distribution systems, systems for the transmission and reception of electronic signals and other means of communications, highways, railroads, pipelines (other than oil and gas pipelines) and other facilities or systems which are in the public interest (43 U.S.C. 1761-1771).

G. Grantee is authorized to hold this conservation easement pursuant to California Civil Code Section 815.3 and Government Code Section 65965. Specifically, Grantee is (i) a tax-exempt nonprofit organization qualified under section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California; (ii) a "qualified organization" as defined in section 170(h) (3) of the Internal Revenue Code; and (iii) an organization which has as its primary and principal purpose and activity the protection and preservation of natural lands or resources in its natural, scenic, agricultural, forested, or open space condition or use.

H. This Conservation Easement is granted pursuant to the terms of the CEC's Commission Decision (Docket No. 09-AFC-8) (Pub # CEC-800-2010-011-CMF) issued in consultation with the Inland Deserts Region of the CDFG, the Biological Opinion issued by the Carlsbad Field Office of the USFWS, USFWS File No. FWS-ERIV-08B0060-10F0878, and the Right of Way Lease/Grant (CACA-048880) and Record of Decision issued by the BLM, (collectively the "Permits") for the Genesis Solar Energy Project. This Conservation Easement and the Colorado Desert Preserve Formal Acquisition Proposal ("Formal Acquisition Proposal"), which includes the Colorado Desert Preserve Long-Term Management Plan (the "Management Plan") have been created pursuant to the terms of the Permits. CDFG, USFWS, CEC, and BLM are together referred to in this Conservation Easement as the "Agencies".

A final, approved copy of the Management Plan, and any amendments thereto approved by the Agencies, shall be kept on file at the respective offices of the Agencies. If Grantor, or any successor or assign, requires an official copy of the Management Plan, it should request a copy from one of the Agencies at its address for notices listed in Section 12 of this Conservation Easement.

The Management Plan is incorporated by this reference into this Conservation Easement as if fully set forth herein.

I. All section numbers referred to in this Conservation Easement are references to sections within this Conservation Easement, unless otherwise indicated.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the United States and the State of California, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property.

1. Purposes.

The purposes of this Conservation Easement are to ensure that the Property will be retained forever in its natural condition as contemplated by the Permits and the Management Plan, and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats implemented in accordance with the Permits and the Management Plan.

2. Grantee's Rights.

To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

(a) To preserve and protect the Conservation Values of the Property.

(b) To enter the Property at reasonable times, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement and the Management Plan and to implement at Grantee's sole discretion Management Plan activities that have not been implemented, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property.

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.

(d) To require that all Grantor's mineral, air and water rights as Grantee deems necessary to preserve and protect the biological resources and Conservation Values of the Property shall remain a part of and be put to beneficial use upon the Property, consistent with the purposes of this Conservation Easement.

(e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

3. Prohibited Uses.

Any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited:

(a) Unseasonable watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may impair or interfere with the purposes of this Conservation Easement except for invasive species management as specifically provided in the Management Plan.

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, except for management, maintenance, and monitoring purposes as specifically provided in the Management Plan.

(c) Agricultural activity of any kind except grazing for vegetation management as specifically provided in the Management Plan.

(d) Recreational activities, including, but not limited to, horseback riding, motorized vehicle use, biking, hunting or fishing except for dispersed low impact, non-commercial, recreational activities, so long as such activities are consistent with the purposes of this Conservation Easement and specifically provided for in the Management Plan.

(e) Commercial, industrial, residential, or institutional uses.

(f) Any legal or de facto division, subdivision or partitioning of the Property.

(g) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind except for boundary signage as specifically provided in the Management Plan.

(h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.

(i) Planting, introduction or dispersal of non-native or exotic plant or animal species.

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or above a depth of 500 feet below the surface of the Property, or granting or authorizing surface entry for any of these purposes.

(k) Altering the surface or general topography of the Property, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Property with concrete, asphalt or any other impervious material except for those habitat management activities specified in the Management Plan.

(l) Removing, destroying, harvesting or cutting of trees, timber, shrubs or other vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease; and except for invasive species management as specifically provided in the Management Plan.

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

(n) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating Grantor's mineral, air or water rights for the Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Property, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Property; and (iv) any water from wells that are in existence or may be constructed in the future on the Property.

(o) Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Property, or the use or activity in question.

4. Grantee's Duties.

(a) To ensure that the purposes of this Conservation Easement as described in Section 1 are being accomplished, Grantee and its successors and assigns shall:

(1) Perform, at a minimum on an annual basis, compliance monitoring inspections of the Property; and

(2) Prepare reports on the results of the compliance monitoring inspections, and provide these reports to the Agencies on an annual basis.

(b) In the event that the Grantee's interest in this easement is held by, reverts to, or is transferred to the State of California, Section 4(a) shall not apply.

5. Grantor's Duties.

Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property or that are otherwise inconsistent with this Conservation Easement. In addition, Grantor shall undertake all necessary actions to perfect and defend Grantee's rights under Section 2 of this Conservation Easement, and to observe and carry out the obligations of Grantor under the Management Plan.

6. Reserved Rights.

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

7. Grantee's Remedies.

If Grantee determines that a violation of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). If Grantor fails to cure the violation within thirty (30) days after receipt of a Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including but not limited to, the restoration of the Property to the condition in which it existed prior to any violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Property, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of this Conservation Easement.

Grantor agrees that Grantee's remedies at law for any violation of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to the remedies set forth in California Civil Code Section 815, *et seq.* The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

(a) Costs of Enforcement.

All costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by negligence or breach of this Conservation Easement, shall be borne by Grantor.

(b) Grantee's Discretion.

Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(c) Acts Beyond Grantor's Control.

Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees.

(d) Enforcement; Standing.

All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the Third-Party Beneficiaries (as defined in Section 14(m)). These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Permits or the Management Plan. If at any time in the future Grantor uses, allows the use, or threatens to use or allow use of, the Property for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and the Third-Party Beneficiaries each has standing as an interested party in any proceeding affecting this Conservation Easement.

(e) Notice of Conflict.

If Grantor receives a Notice of Violation from Grantee or a Third-Party Beneficiary with which it is impossible for Grantor to comply consistent with any prior uncured Notice(s) of Violation, Grantor shall give written notice of the conflict (hereinafter "Notice of Conflict") to the Grantee and Third-Party Beneficiaries. In order to be a valid, a Notice of Conflict shall be given within fifteen (15) days of the date Grantor receives a conflicting Notice of Violation, shall include copies of the conflicting Notices of Violation, and shall describe the conflict with specificity, including how the conflict makes compliance with the uncured Notice(s) of Violation impossible. Upon issuing a valid Notice of Conflict, Grantor shall not be required to comply with the conflicting Notices of Violation until such time as the entity or entities issuing said conflicting Notices of Violation issue(s) revised Notice(s) of Violation that resolve the conflict. Upon receipt of a revised Notice of Violation, Grantor shall comply with such notice within the time period(s) described in the first grammatical paragraph of this Section. The failure of Grantor to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall constitute a waiver of Grantor's ability to claim a conflict.

(f) Reversion.

If the Agencies determine that Grantee is not holding, monitoring or managing this Conservation Easement for conservation purposes in the manner specified in this

Conservation Easement or in the Permits or the Management Plan then, pursuant to California Government Code Section 65965(c), this Conservation Easement shall revert to the State of California, or to another public agency or nonprofit organization qualified pursuant to Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable) and approved by the Agencies.

8. Access.

This Conservation Easement does not convey a general right of access to the public. If ownership of the Property is transferred to a public entity, public access shall be granted only for dispersed low impact activities that are consistent with the terms of the Conservation Easement and consistent with the purpose of the transfer.

9. Costs and Liabilities.

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor agrees that neither Grantee nor Third-Party Beneficiaries shall have any duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency laws, statutes, ordinances, rules, regulations, orders and requirements.

(a) Taxes; No Liens.

Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep the Property free from any liens (other than a security interest that is expressly subordinated to this Conservation Easement, as provided in Section 14(k)), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

(b) Hold Harmless.

(1) Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and collectively, "Grantee's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantee or any of its employees; (ii) the obligations specified in Sections 5, 9 and 9(a); and (iii) the existence or

administration of this Conservation Easement. If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee's Indemnified Party.

(2) Grantor shall hold harmless, protect and indemnify Third-Party Beneficiaries and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Third-Party Beneficiary Indemnified Party" and collectively, "Third-Party Beneficiary Indemnified Parties") from and against any and all Claims arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause and (ii) the existence or administration of this Conservation Easement. *Provided, however,* that the indemnification in this Section 9 (b) (2) shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due solely to the negligence of that Third-Party Beneficiary Indemnified Party or any of its employees. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any Claim to which the indemnification in this Section 9 (b) (2) applies, then at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party, Grantor shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(c) Extinguishment.

If circumstances arise in the future that render the preservation of Conservation Values, or other purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(d) Condemnation.

The purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined at California Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

10. Transfer of Conservation Easement or Property.

(a) Conservation Easement.

This Conservation Easement may be assigned or transferred by Grantee upon written approval of the Agencies, which approval shall not be unreasonably withheld or delayed, but Grantee shall give Grantor and the Agencies at least sixty (60) days prior written notice of the proposed assignment or transfer. Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable), or the laws of the United States; and (ii) otherwise reasonably acceptable to the Agencies. Grantee shall require the assignee to record

the assignment in the county where the Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 11.

(b) Property.

Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor agrees that the deed or other legal instrument shall also incorporate by reference the Management Plan, and any amendment(s) thereto. Grantor further agrees to give written notice to Grantee and the Agencies of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee or the Agencies shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this section is subject to the requirements of Section 11.

11. Merger.

The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor, Grantee, and the Agencies otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Property.

12. Notices.

Any notice, demand, request, consent, approval, or other communication that Grantor or Grantee desires or is required to give to the other shall be in writing, with a copy to each of the Agencies, and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To Grantor: Wildlands California Holdings I., LLC
3855 Atherton Road
Rocklin, CA 95765
Attn: General Counsel

To Grantee: Wildlife Heritage Foundation
563 Second Street
Suite 120
Lincoln, CA 95648
Attn: Director

To CDFG: Department of Fish and Game
Inland Deserts Region
3602 Inland Empire Boulevard
Suite C-220
Ontario, CA 91764
Attn: Regional Manager

With a copy to: Department of Fish and Game
Office of General Counsel
1416 Ninth Street, 12th Floor
Sacramento, CA 95814-2090
Attn: General Counsel

To USFWS: United States Fish and Wildlife Service
Carlsbad Field Office
6010 Hidden Valley Road, Suite 101
Carlsbad, CA 92011
Attn: Field Supervisor

To CEC: California Energy Commission
1516 Ninth Street
Sacramento, CA 95814
Attn: General Counsel

To BLM: Bureau of Land Management
2800 Cottage Way, Suite W-1623
Sacramento, CA 95825-1886
Attn: State Director

or to such other address a party or a Agency shall designate by written notice to Grantor, Grantee and the Agencies. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

13. Amendment.

This Conservation Easement may be amended only by mutual written agreement of Grantor and Grantee and written approval of the Agencies, which approval shall not be unreasonably withheld or delayed. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the county in which the Property is located, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor and the Agencies.

14. Additional Provisions.

(a) Controlling Law.

The interpretation and performance of this Conservation Easement shall

be governed by the laws of the United States and the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction.

Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement and the policy and purpose of California Civil Code Section 815, *et seq.* and Government Code Section 65965. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability.

If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement.

This document including its exhibits and the Management Plan incorporated by reference in this document sets forth the entire agreement of the parties and the Agencies with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 13.

(e) No Forfeiture.

Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors.

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations.

A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

(h) Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(1) Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

(2) Without limiting the obligations of Grantor under Section 9 (b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee's Indemnified Parties (defined in Section 9 (b) (1)) from and against any and all Claims (defined in Section 9 (b)(1)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Grantee or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

(3) Without limiting the obligations of Grantor under Section 9 (b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Third-Party Beneficiary Indemnified Parties (defined in Section 9 (b)(2)) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Property at any time, except that this release and indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Hazardous Materials placed, disposed or released by that Third-Party Beneficiary Indemnified Party or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation of alleged violation of, or other failure to comply with, any Environmental Laws. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any such Claim, Grantor shall, at the election or and upon written notice from the applicable Third-Party Beneficiary Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(4) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or any Third-Party Beneficiaries any of the following:

(A) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*; hereinafter, "CERCLA"); or

(B) The obligations or liabilities of a person described in 42 U.S.C. § 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right to investigate and remediate any Hazardous Materials associated with the Property; or

(E) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(5) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*; hereinafter, "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. §5101, *et seq.*; hereinafter, "HTA"); the Hazardous Waste Control Law (California Health & Safety Code § 25100, *et seq.*; hereinafter, "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code § 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(6) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and Third-Party Beneficiaries that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty.

Grantor represents and warrants that Grantor is the sole owner of the Property. Grantor also represents and warrants that, except as specifically disclosed to and approved by the Agencies pursuant to the Property Assessment attached as Exhibit A-2 to the Formal Acquisition Proposal there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, mineral interests) which may conflict or are inconsistent with this Conservation Easement.

(k) Additional Interests.

Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), nor shall Grantor grant, transfer, abandon or relinquish (each a "Transfer") any mineral, air, or water right or any water associated with the Property, without first obtaining the written consent of Grantee and the Agencies. Such consent may be withheld if

Grantee or the Agencies determine(s) that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Property. This Section 14(k) shall not limit the provisions of Section 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 10. Grantor shall provide a copy of any recorded or unrecorded grant or Transfer document to the Grantee and Agencies.

(l) Recording.

Grantee shall record this Conservation Easement in the Official Records of the County in which the Property is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) Third-Party Beneficiary.

Grantor and Grantee acknowledge that the CDFG, USFWS, CEC, and BLM (the "Third-Party Beneficiaries") are third party beneficiaries of this Conservation Easement with the right of access to the Property and the right to enforce all of the obligations of Grantor including, but not limited to, Grantor's obligations under Section 14, and all other rights and remedies of the Grantee under this Conservation Easement.

(n) Funding.

Endowment funding for the perpetual management, maintenance and monitoring of the Property is specified in and governed by the Management Plan.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the day and year first above written.

GRANTOR: Wildlands California Holdings I, LLC.

BY: *Jordan Jones*

NAME: GORDON JONES

TITLE: PRESIDENT

DATE: OCTOBER 26, 2011

GRANTEE: Wildlife Heritage Foundation

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ACKNOWLEDGMENT

State of ~~California~~ GEORGIA
County of FULTON

On OCTOBER 26, 2011 before me, CHARLES A. MORGAN IV
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Charles A. Morgan IV (Seal)



IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the day and year first above written.

GRANTOR: Wildlands California Holdings I, LLC.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

GRANTEE: Wildlife Heritage Foundation

BY: Patrick Shea

NAME: Patrick Shea

TITLE: Executive Director

DATE: 10/27/2011

ACKNOWLEDGMENT

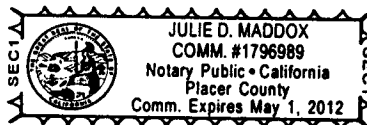
State of California
County of Placer

On October 27, 2011 before me, Julie D. Maddox, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



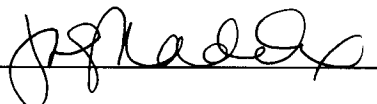
Signature  (Seal)

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of the North Half of Section 7, Township 8 South, Range 16 East, San Bernardino Base and Meridian, as shown by United States Government Survey, filed in the District Land Office on March 1, 1916 which lies North of the North line of that portion thereof taken by the United States of America by Action Number 2054-Y of the District Court of the United States, Southern District of California, Central Division, a certified copy of the Declaration of Taking in said action being recorded February 18, 1942 in Book 531 Page 459 of Official Records of Riverside County, California.

Assessor Parcel No. 860-040-001-1 (CDP-1)

Government Lot 4 in Section 31, Township 6 South, Range 13 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the official plat thereof.

EXCEPT therefrom the oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, as provided in deeds of record.

Assessor's Parcel Number: 709-420-032-7 (CDP-2)

THE WEST HALF OF THE EAST HALF OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 13 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

A NON-EXCLUSIVE EASEMENT AND RIGHTS OF WAY FOR INGRESS, EGRESS AND FOR THE INSTALLATION AND MAINTENANCE OF ALL UTILITIES, OVER THE REAL PROPERTY DESCRIBED IN THE QUITCLAIM DEED, EXECUTED BY MONROE A. BLOOM TO THE BANK OF CALIFORNIA, AND RECORDED MARCH 23, 1971 AS INSTRUMENT NO. 29026.

Assessor's Parcel Number: 719-280-003-2 (CDP-3 Sub-Area 1)

The Southeast quarter of the Northeast quarter of the Southwest quarter of Section 35, Township 6, South, Range 13 East of the San Bernardino Base and Meridian, in the County of Riverside, State of California.

Assessor's Parcel Number: 709-440-052 (CDP-3 Sub-Area 2)

The Southeast quarter of the Northeast quarter of the Southwest quarter of Section 25, Township 6 South, Range 13 East of the San Bernardino Base and Meridian, in the County of Riverside, State of California.

Assessor's Parcel Number: 709-600-010 (CDP-3 Sub-Area 3)

The Northwest quarter of the Northeast quarter of the Southwest quarter of Section 25, Township 6 South, Range 13 East of the San Bernardino Base and Meridian, in the County of Riverside, State of California.

Assessor's Parcel Number: 709-600-012 (CDP-3 Sub-Area 3)

Section 5, Township 7 South, Range 12 East, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof.

EXCEPT therefrom the oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, as provided in deeds of record.

Assessor Parcel No. 719-080-060-5 (CDP-4 Sub-Area 1)

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPT THEREFROM THE OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, AS PROVIDED IN DEEDS OF RECORD.

Assessor's Parcel Number: 709-540-017-5 (CDP-4 SUB-AREA 2)

The East half of Government Lot 2 in the Northwest quarter of Section 31, Township 6 South, Range 12 East of the San Bernardino Base and Meridian, in the County of Riverside, State of California.

Assessor's Parcel Number: 709-530-013 (CDP-4 Sub-Area 3)

The Northeast quarter of the Northwest quarter of Section 31, Township 6 South, Range 12 East of the San Bernardino Base and Meridian, in the County of Riverside, State of California.

Assessor's Parcel Number: 709-530-004 (CDP-4 Sub-Area 4)

The Southwest quarter of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the official plat thereof.

EXCEPT therefrom the oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, as provided in deeds of record.

Assessor's Parcel Number: 709-480-001-5; 709-480-002-6; 709-480-003-7; 709-480-004-8 and 709-480-005-9 (CDP-4 Sub-Area 5)

THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, AS PROVIDED IN DEEDS OF RECORD.

Assessor's Parcel Number: 709-470-005-8, 709-470-006-9, 709-470-007-0, and 709-470-008-1 (CDP-4 Sub-Area 6)

The Northwest quarter of Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the official plat thereof.

EXCEPT therefrom the oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, as provided in deeds of record.

Assessor's Parcel Number: 709-450-012-2 (CDP-4 Sub-Area 7)

The South half of Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the official plat thereof.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, but with no right of surface entry, as provided in deeds of record.

Assessor's Parcel Numbers: 709-460-001, 709-460-002, 709-460-003, 709-460-004, 709-460-005, 709-460-006, 709-460-007, and 709-460-008 (CDP-4 Sub-Areas 8 & 9)

The Southeast quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 6, South, Range 12 East of the San Bernardino Base and Meridian, in the County of Riverside, State of California.

Assessor's Parcel Number: 709-050-034 (CDP-4 Sub-Area 10)

THE EASTERLY 60 ACRES OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTH HALF OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 11 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, APPROVED BY UNITED STATES GENERAL FOR CALIFORNIA ON MARCH 9, 1914, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION TO THE CENTER LINE OF STATE HIGHWAY 195, BEING THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID CENTER LINE TO THAT CERTAIN RIGHT OF WAY GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED SEPTEMBER 5, 1936 IN BOOK 293 PAGE 268 OF OFFICIAL RECORDS; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY TO THE EAST LINE OF SAID SECTION; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE WEST QUARTER CORNER OF SAID SECTION; THENCE NORTH ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING. THE WESTERLY LINE OF SAID EASTERLY 60 ACRES IS PARALLEL WITH THE EASTERLY LINE OF SECTION 13.

Assessor Parcel No.: 715-300-005-7 (CDP-4 Sub-Area 11)

The South One-Half of the Southwest One-Quarter of Section 16, Township 5 South, Range 17 East, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, records of said County.

EXCEPT THEREFROM the oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, as provided in deeds of record.

ASSESSOR'S PARCEL NUMBER: 810-100-003-3 (CDP-5 Sub-Area 1)

THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH,
RANGE 17 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE
OF CALIFORNIA.

EXCEPT THEREFROM THE OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING
BELOW THE SURFACE OF SAID LAND, AS PROVIDED IN DEEDS OF RECORD.

Assessor's Parcel Number: 810-100-001-1 (CDP-5 Sub-Area 2)

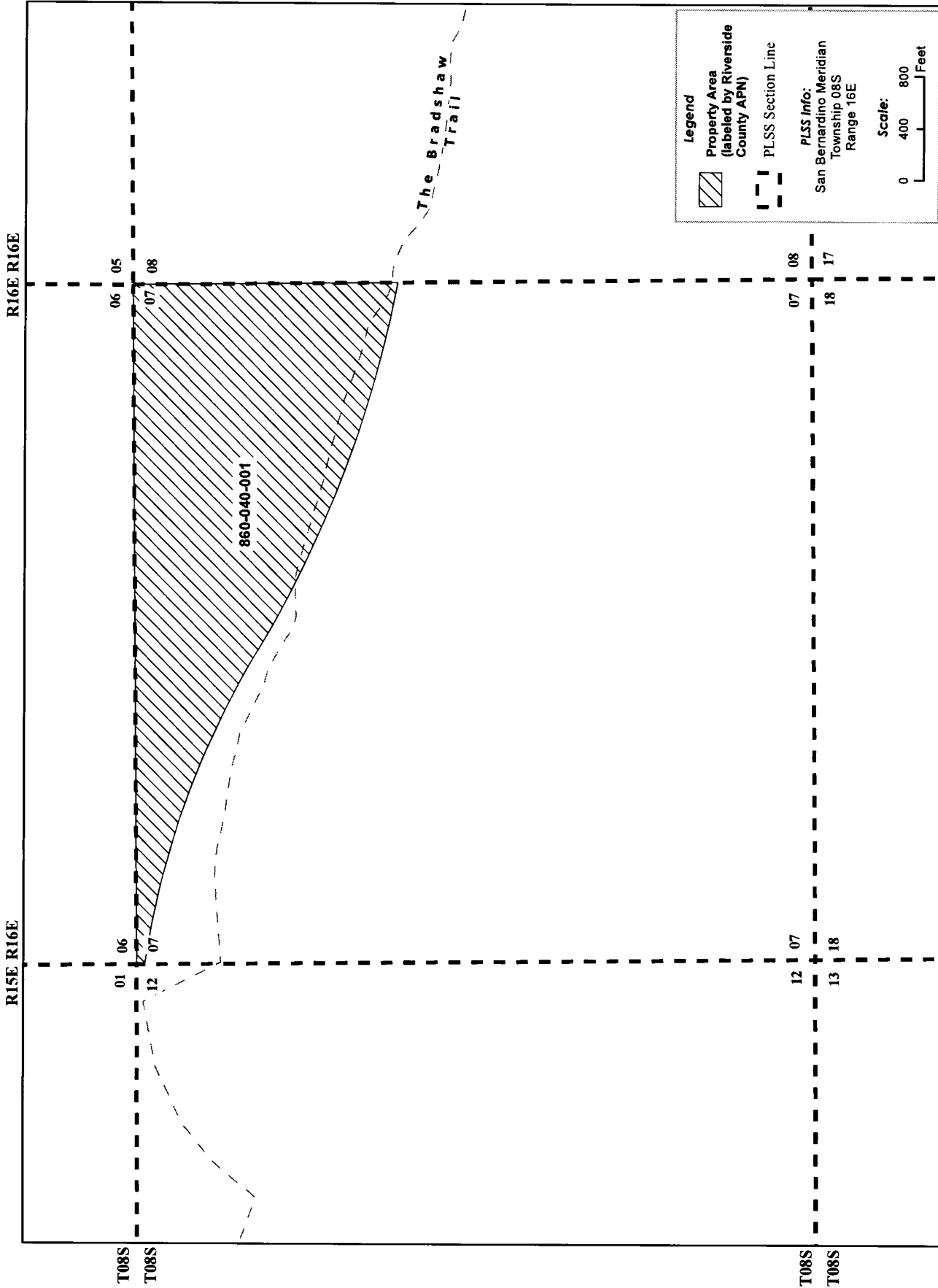
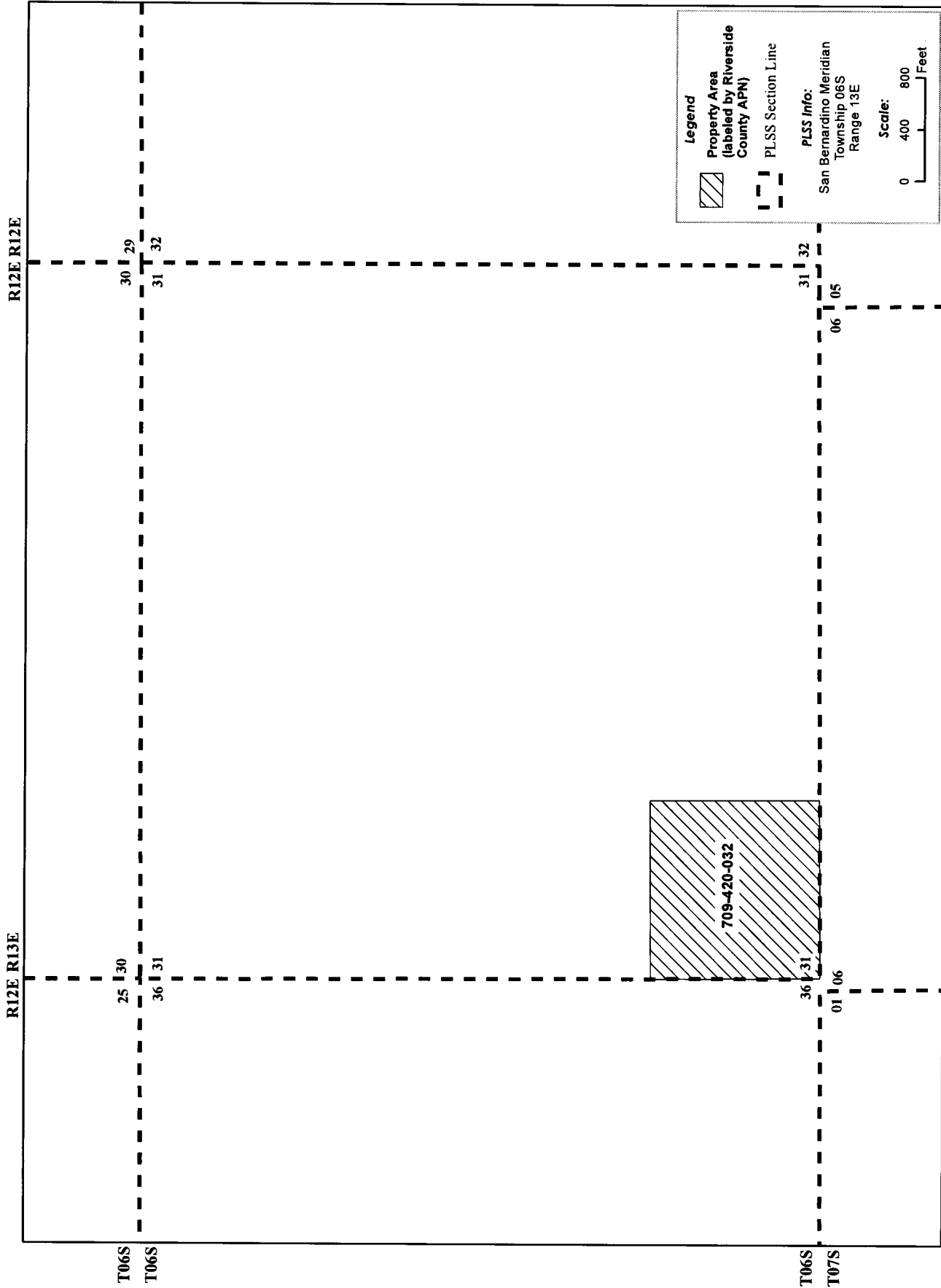


Exhibit A -
Riverside County APN 860-040-001



R13E R13E

R13E R13E

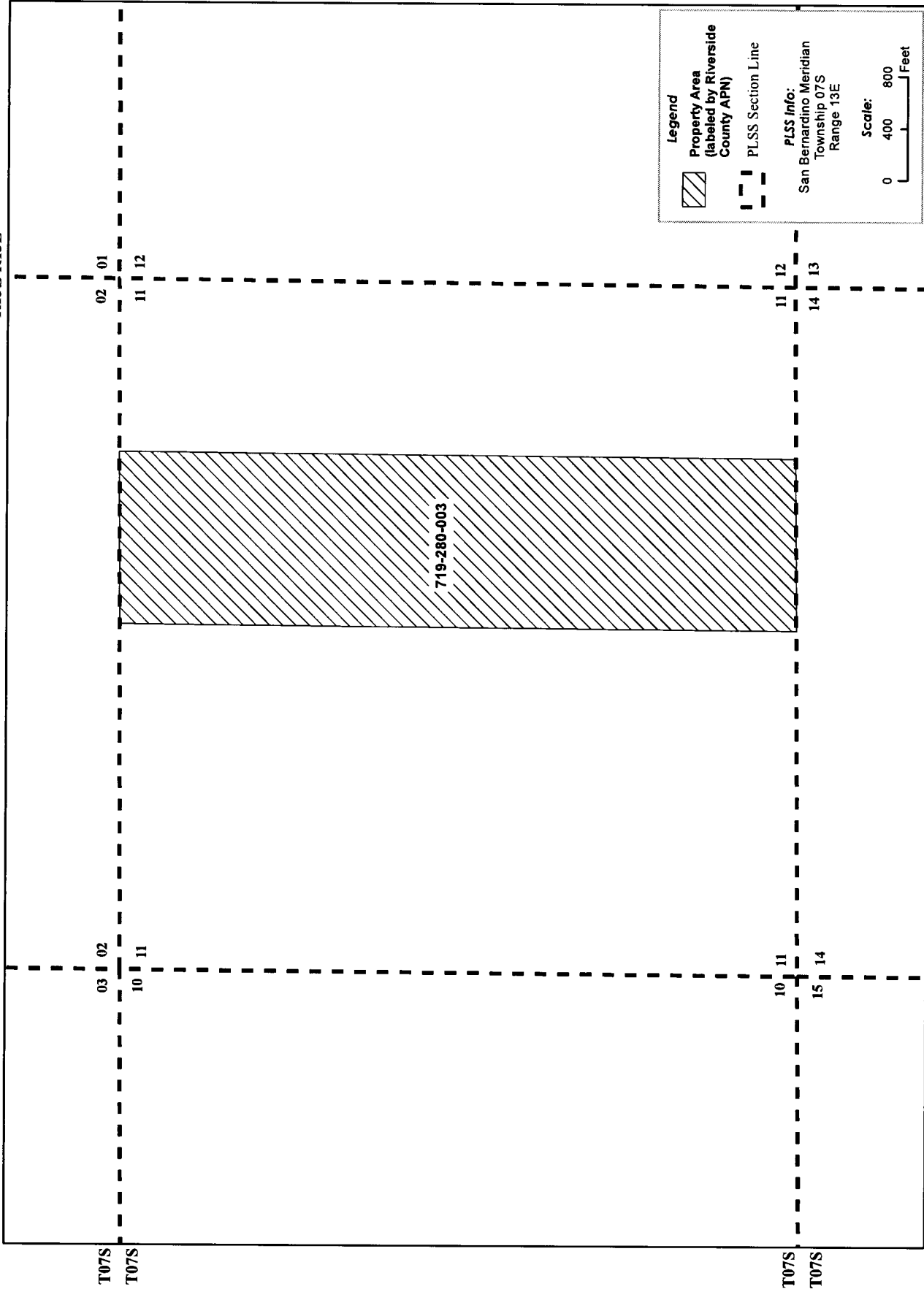
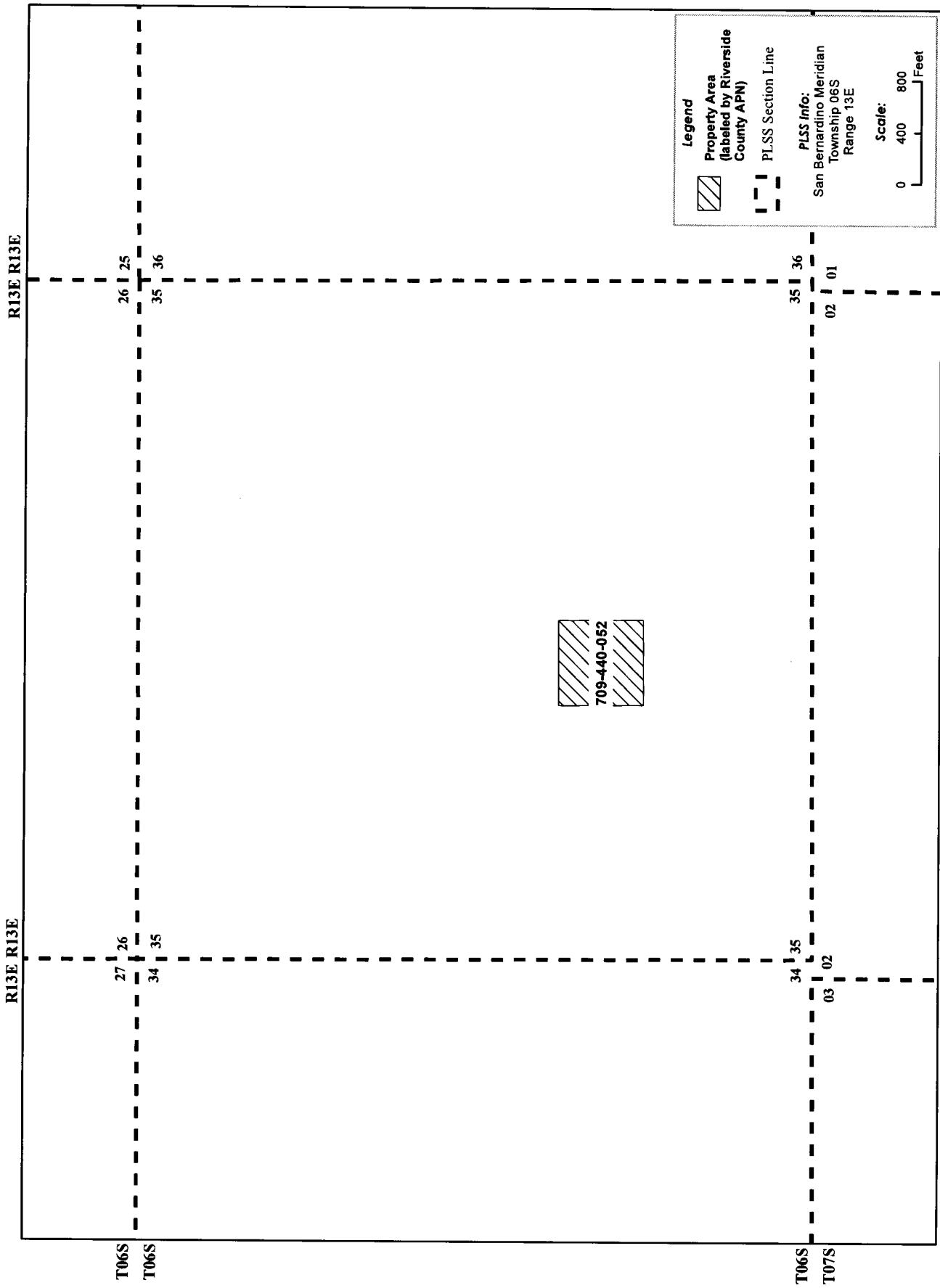


Exhibit A -
Riverside County APN 719-280-003



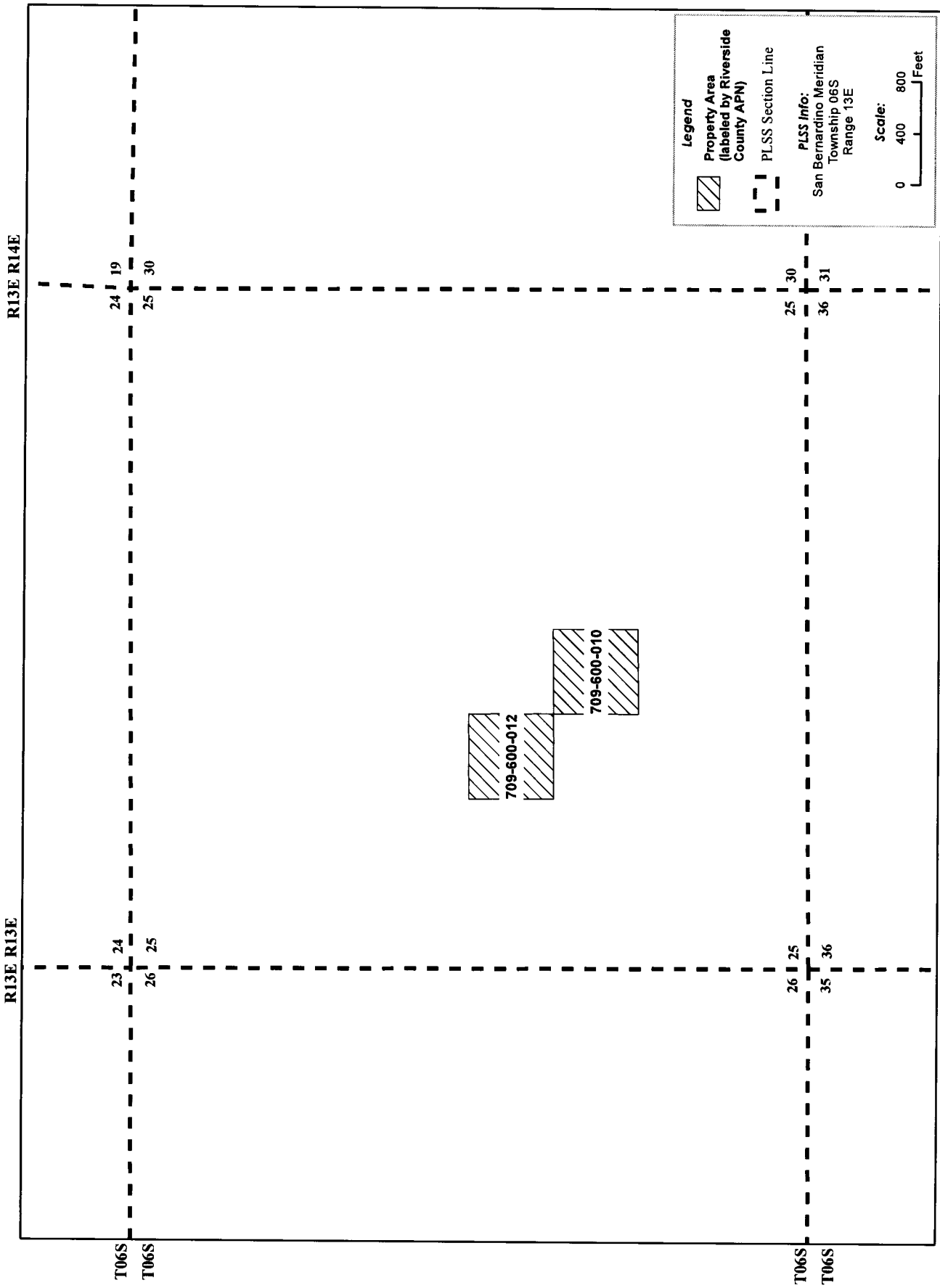


Exhibit A -
Riverside County APNs 709-600-010 and -012

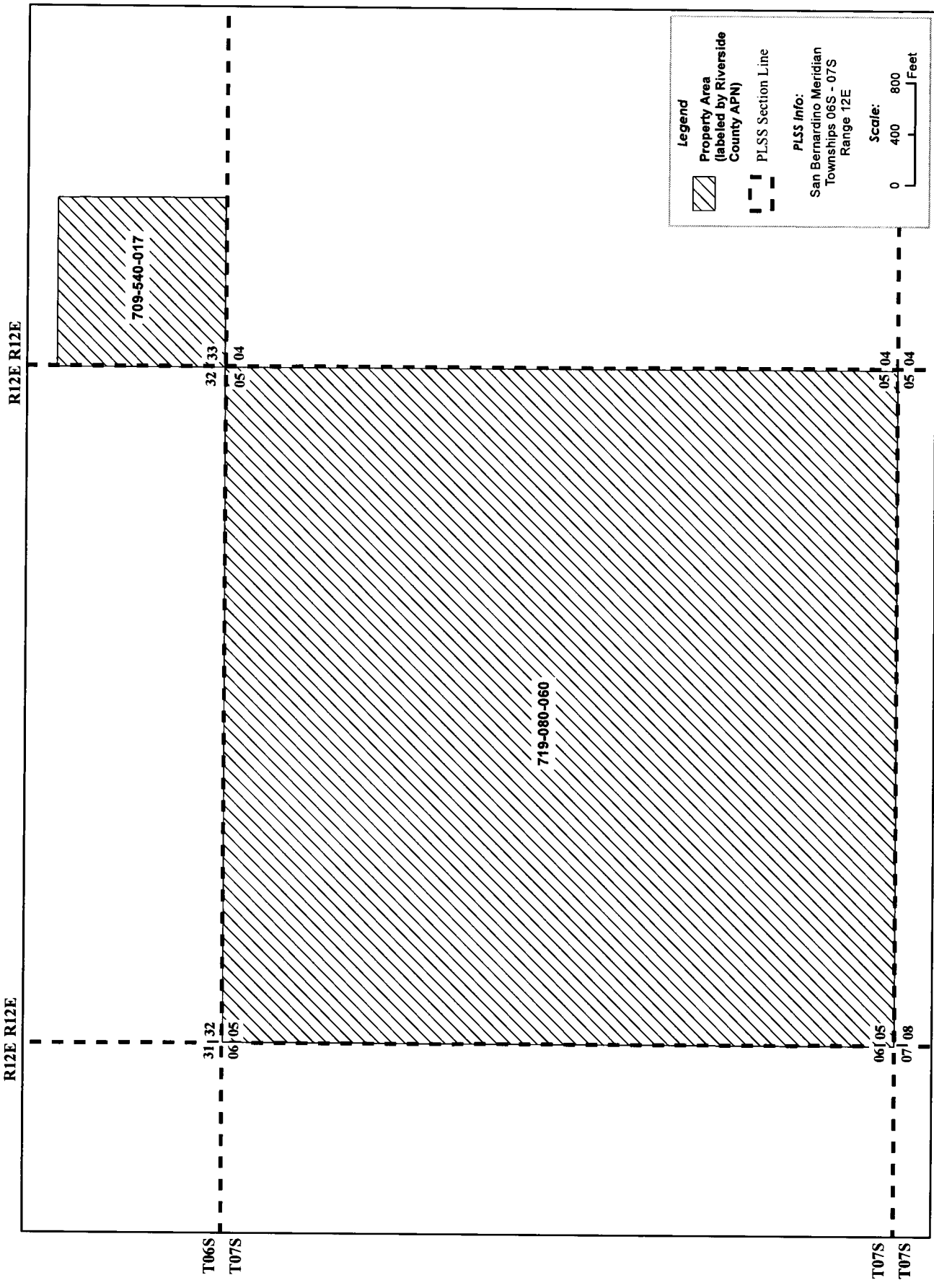
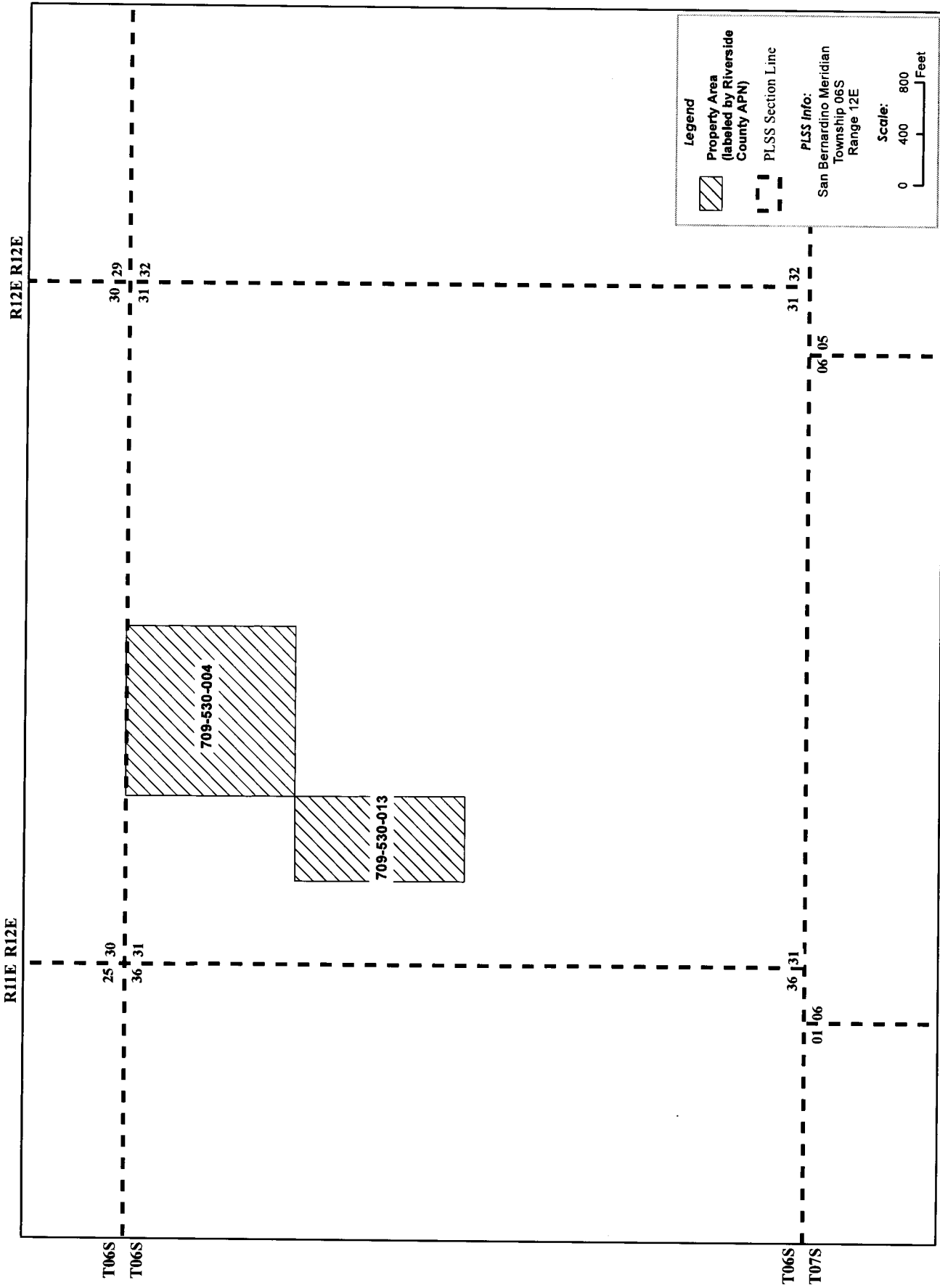


Exhibit A -
 Riverside County APNs 709-540-017 and 719-080-060



Legend

- Property Area (labeled by Riverside County APN)
- PLSS Section Line

PLSS Info:
 San Bernardino Meridian
 Township 06S
 Range 12E

Scale:
 0 400 800 Feet

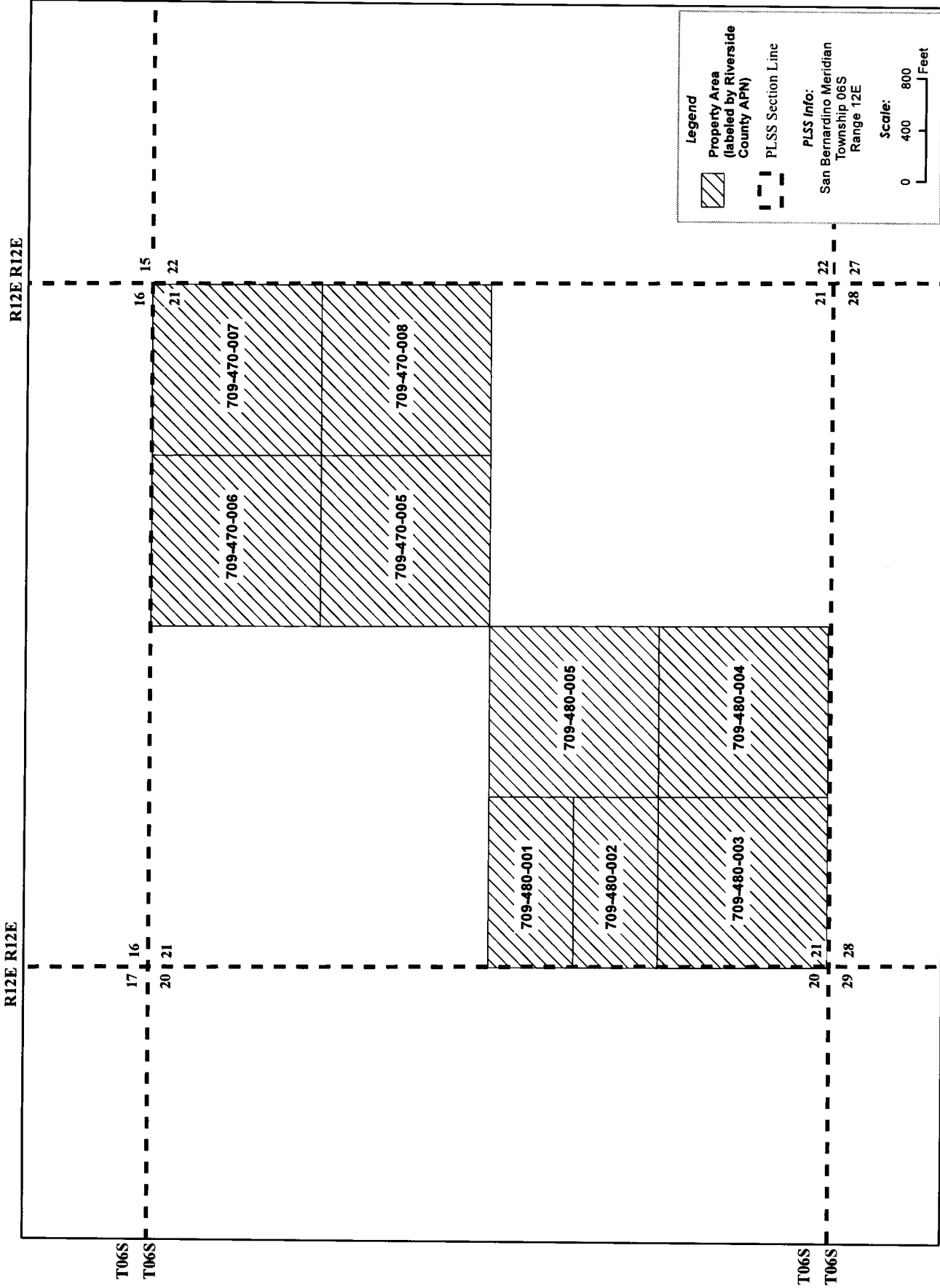


Exhibit A -
 Riverside County APNs 709-470-005 through -008 and 709-480-001 through -005

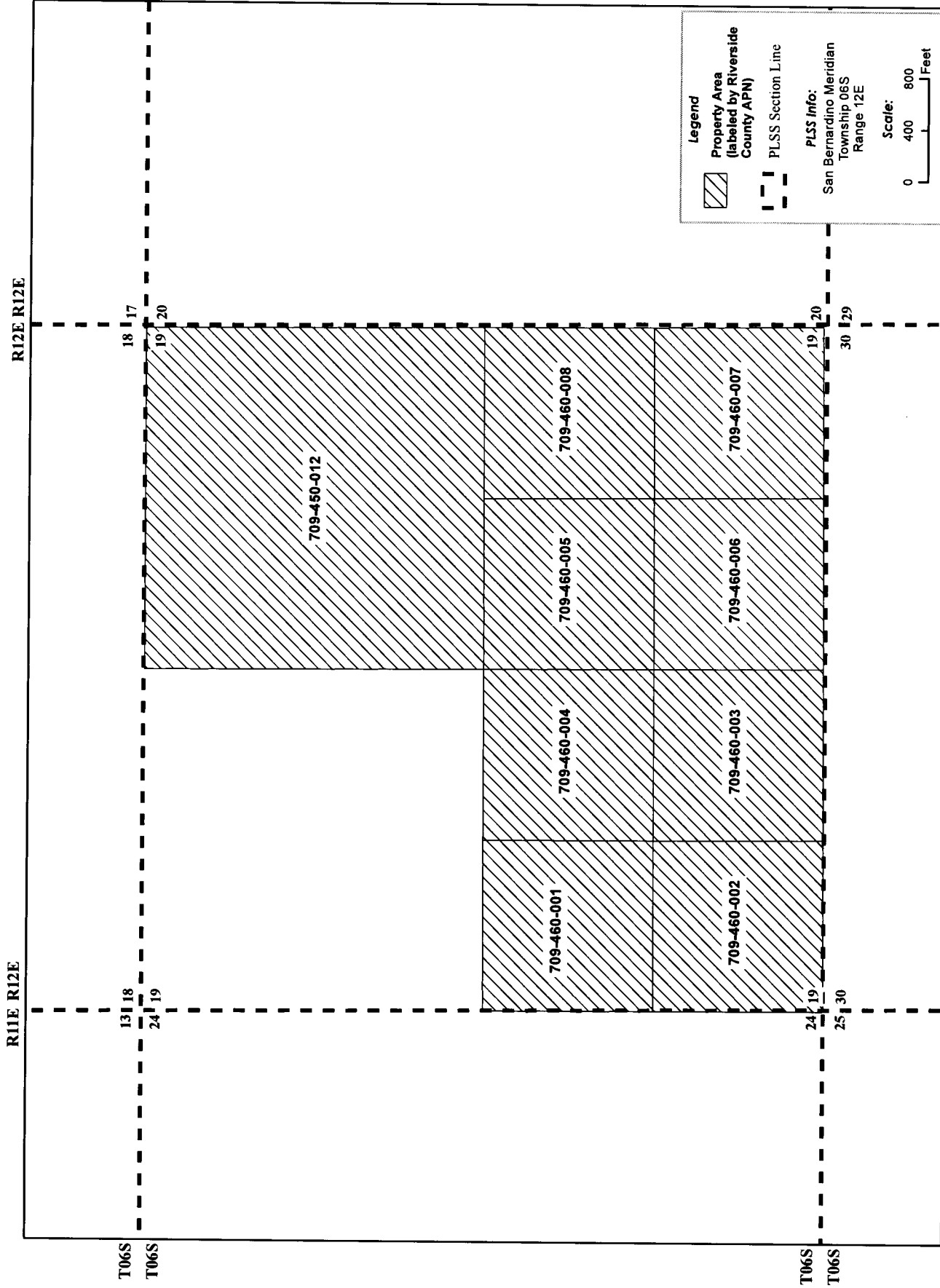


Exhibit A -
Riverside County APNs 709-450-012 and 709-460-001 through -008

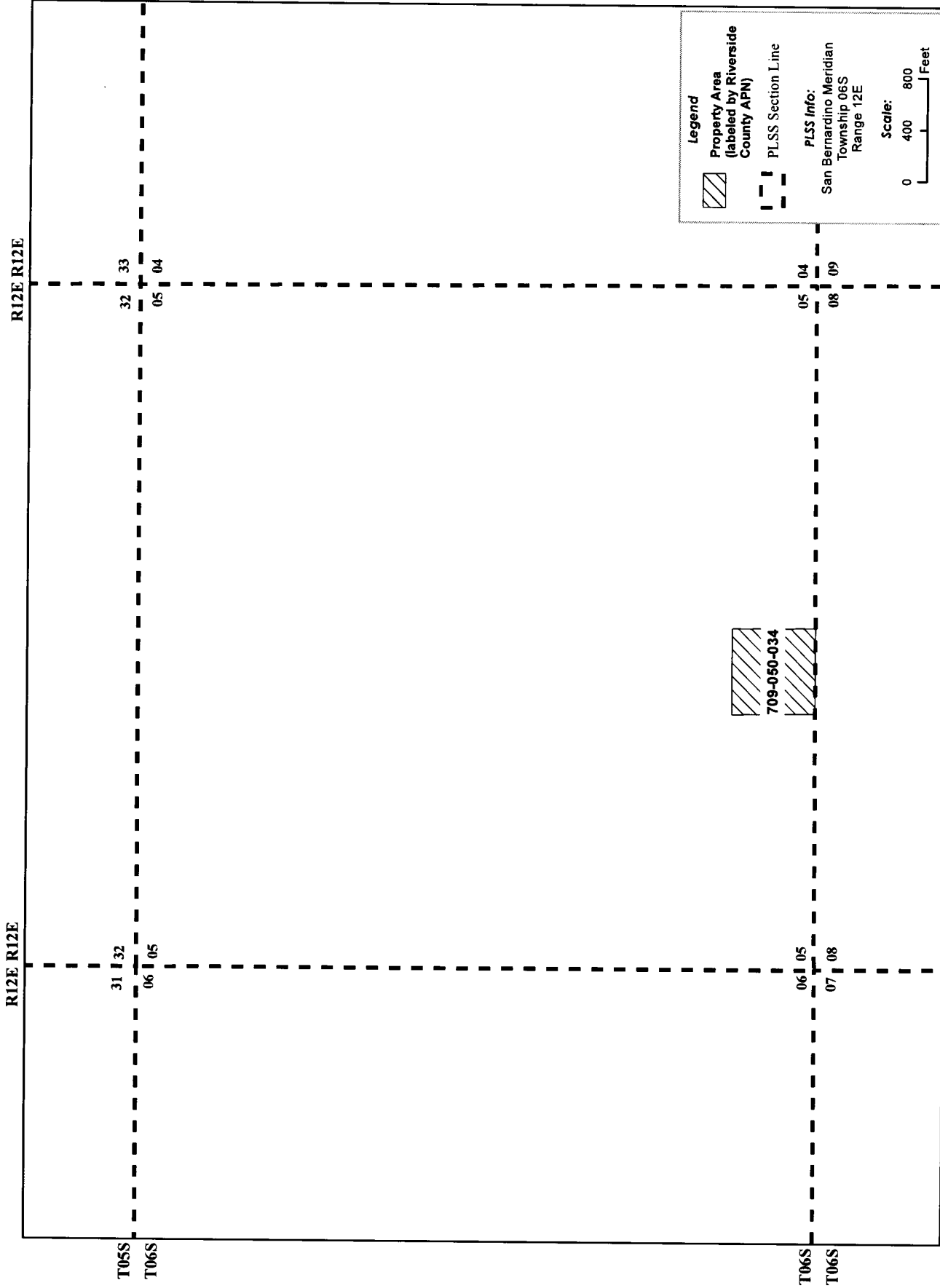


Exhibit A -
 Riverside County APN 709-050-034

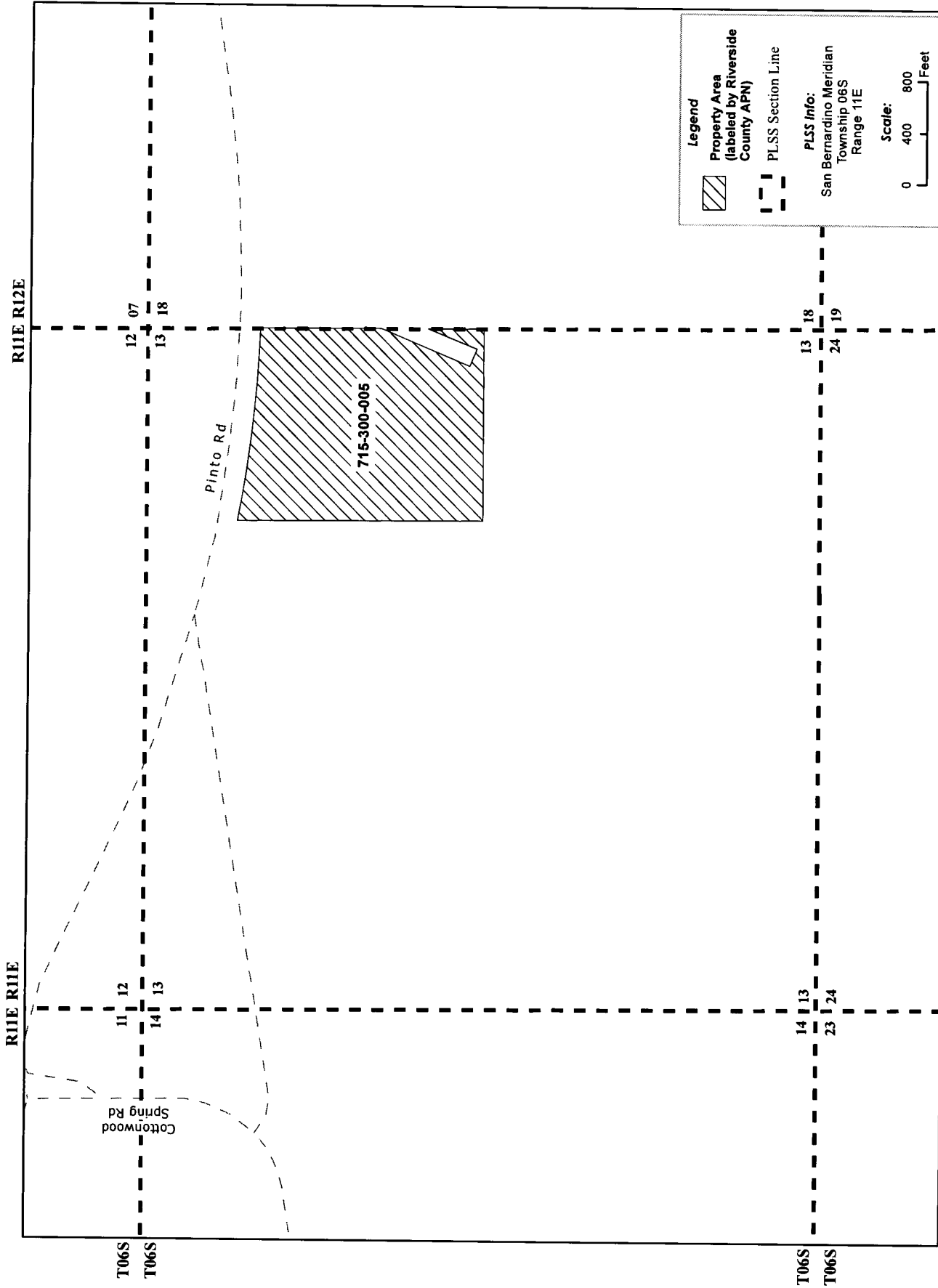


Exhibit A -
Riverside County APN 715-300-015

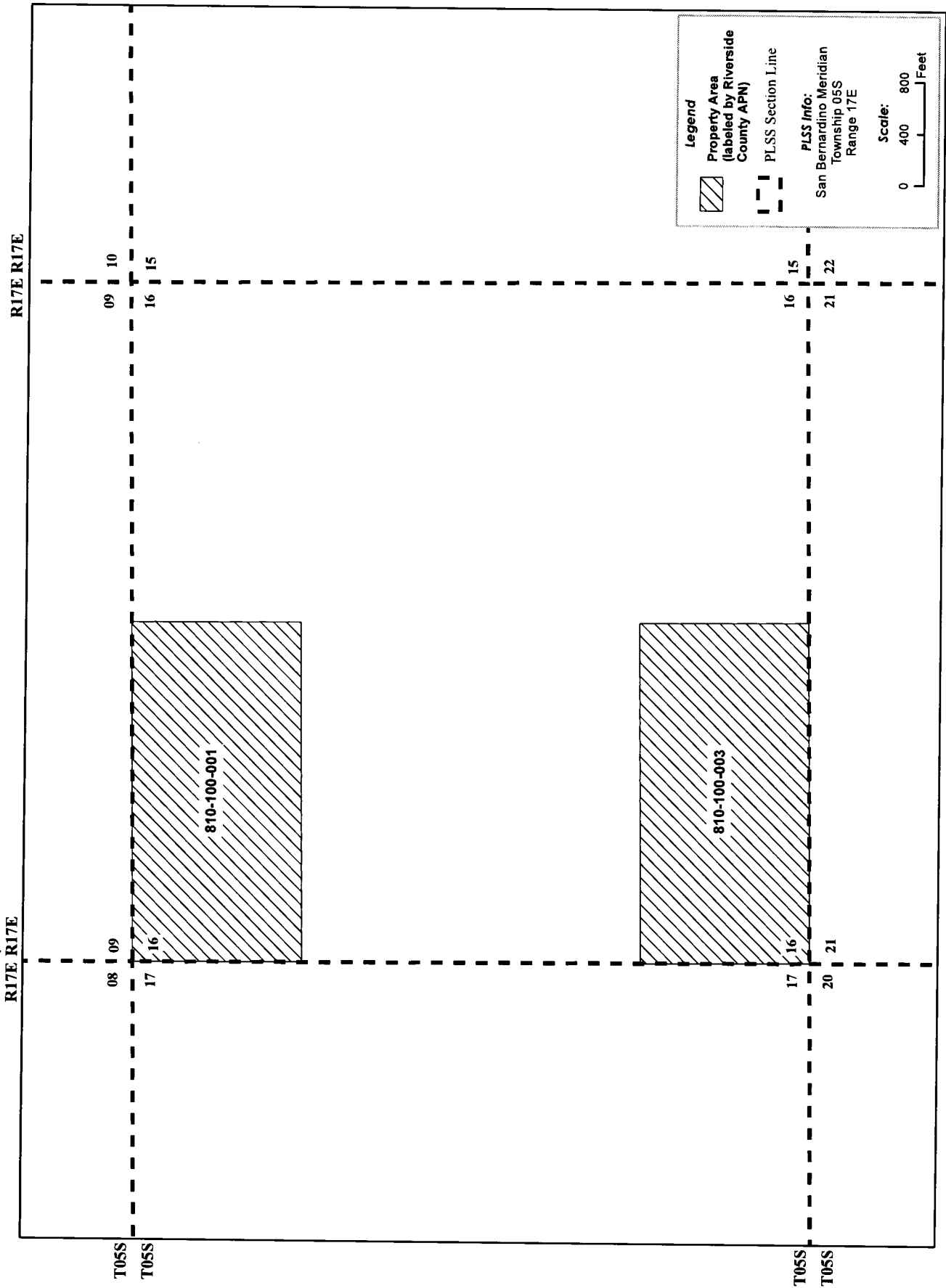


Exhibit A -
 Riverside County APNs 810-100-001 and -003

APPENDIX C

GENESIS SOLAR ENERGY PROJECT, BIOLOGICAL MITIGATION CONDITIONS OF CERTIFICATION CHECKLIST

**Appendix C. Genesis Solar Energy Project,
Biological Mitigation Conditions of Certification Checklist**

| <u>Selection Criteria</u> | <u>Condition Description</u> | <u>Document Location</u> | <u>Condition Satisfied</u> |
|--|--|---|-----------------------------------|
| <u>Bio-12 Desert Tortoise Compensatory Mitigation</u> | | | |
| Bio-12 Total Mitigation Acreage | 1,870 acres | <ul style="list-style-type: none"> Executive Summary of the Formal Acquisition Proposal, Table 1 (Colorado Desert Preserve Mitigation Portfolio), and Table 2 (Environmental Resource Mitigation for the Genesis Solar Energy Project) | Yes |
| Bio-12 Selection Criteria #1 | Within the Colorado Desert Recovery Unit | <ul style="list-style-type: none"> Exhibit A-1.1 through A-1.4 (Biological Resources Reports) section 3 (Geographic Analysis to Identify Suitable Mitigation), first paragraph Exhibit D-2 (Long-Term Management Plan) section II.A, First Paragraph, Figure 2 (Desert Tortoise Colorado Desert Recovery Unit) | Yes |
| | Contribute to desert tortoise habitat connectivity and build linkages between desert tortoise designated critical habitat, known populations of desert tortoise, and/or other preserve lands | <ul style="list-style-type: none"> Exhibit A-1.1 through A-1.4 (Biological Resources Reports), section 3 (Geographic Analysis to Identify Suitable Mitigation), section 4 (Biological Analysis), and section 5 (Conclusion Summary) | Yes |
| Bio-12 Selection Criteria #2 | Provide habitat for desert tortoise with capacity to regenerate naturally when disturbances are removed | <ul style="list-style-type: none"> Exhibit A-1.1 through A-1.4 (Biological Resources Reports) section 4 (Biological Analysis) and section 5 (Conclusion Summary) | Yes |

**Appendix C. Genesis Solar Energy Project,
Biological Mitigation Conditions of Certification Checklist**

| <u>Selection Criteria</u> | <u>Condition Description</u> | <u>Document Location</u> | <u>Condition Satisfied</u> |
|--|---|--|-----------------------------------|
| <u>Bio-12 Desert Tortoise Compensatory Mitigation</u> | | | |
| Bio-12 Selection Criteria #3 | Be near larger blocks of lands that are either already protected or planned for protection, or which could feasibly be protected long-term by a public resource agency or a non-governmental organization dedicated to habitat preservation | <ul style="list-style-type: none"> Exhibit A-1.1 through A-1.4 (Biological Resources Reports) section 3.5.1 (Adjacency to Protected Lands) | Yes |
| Bio-12 Selection Criteria #4 | Be connected to lands where desert tortoises can be reasonably expected to occur based on habitat or historic occurrences, ideally with populations that are stable, recovering, or likely to recover | <ul style="list-style-type: none"> Exhibit A-1.1 through A-1.4 (Biological Resources Reports) section 3.3 (Desert Wildlife Management Area), section 3.4 (Area of Critical Environmental Concern), section 3.5.2 (Critical Habitat), section 4.4 (California Natural Diversity Database), and section 4.5 (Line Distance Sampling) | Yes |
| Bio-12 Selection Criteria #5 | Not have a history of intensive recreation use or other disturbance that does not have the capacity to regenerate naturally when disturbances are removed or might make habitat recovery and restoration infeasible | <ul style="list-style-type: none"> Exhibit A-1.1 through A-1.4 (Biological Resources Reports) section 3.5 (Continuity Analysis/Adjacency) and section 4.6 (Threats Analysis) Exhibit A-3 (Initial Hazardous Materials Survey Report) Exhibit C-1 (Initial Habitat Improvement Fund Financial Report) Exhibit D-2 (Long-Term Management Plan) section IV.D (Initial Habitat Improvement Fund) | Yes |

**Appendix C. Genesis Solar Energy Project,
Biological Mitigation Conditions of Certification Checklist**

| <u>Selection Criteria</u> | <u>Condition Description</u> | <u>Document Location</u> | <u>Condition Satisfied</u> |
|--|--|---|-----------------------------------|
| <u>Bio-12 Desert Tortoise Compensatory Mitigation</u> | | | |
| Bio-12 Selection Criteria #6 | Not be characterized by high densities of invasive species, either on or immediately adjacent to the parcels under consideration, that might jeopardize habitat recovery and restoration | <ul style="list-style-type: none"> Exhibit A-1.1 through A-1.4 (Biological Resources Reports) section 4.2 (Biological Field Survey Results) and section 4.6 (Threats Analysis) | Yes |
| Bio-12 Selection Criteria #7 | Not contain hazardous wastes that cannot be removed to the extent that the site could not provide suitable habitat | <ul style="list-style-type: none"> Exhibit A-3 (Initial Hazardous Materials Survey Report) | Yes |
| Bio-12 Selection Criteria #8 | Have water and mineral rights included as part of the acquisition, unless the CPM, in consultation with CDFG, BLM and USFWS, agrees in writing to the acceptability of land without these rights | <ul style="list-style-type: none"> Exhibit A-2 (Title Report and Preliminary Property Assessment) | Yes |

**Appendix C. Genesis Solar Energy Project,
Biological Mitigation Conditions of Certification Checklist**

| <u>Selection Criteria</u> | <u>Condition Description</u> | <u>Document Location</u> | <u>Condition Satisfied</u> |
|---|---|---|----------------------------|
| <u>Bio-18 Burrowing Owl Impact Avoidance, Minimization, and COMPENSATION</u> | | | |
| Bio-18 Total Mitigation Acreage | 39 acres (based on the assumption of 2 owls impacted) | <ul style="list-style-type: none"> • Executive Summary of the Formal Acquisition Proposal Table 1 (Colorado Desert Preserve Mitigation Portfolio), Table 2 (Environmental Resource Mitigation for the Genesis Solar Energy Project), and Figure 2 (Colorado Desert Preserve Acreage within 5 miles of Documented Western Burrowing Owl Occurrence) • Exhibits A-1.1 (Figure 10), A-1.2 (Figure 10), A-1.3 (Figure 11), A-1.4 (Figure 11) | Yes |
| Bio-18 Selection Criteria #1 | The Terms and conditions of this acquisition or easement shall be as described in Paragraph 1 of BIO-12 [Desert Tortoise Compensatory Mitigation] | <ul style="list-style-type: none"> • See Bio-12 discussion above | Yes |
| Bio-18 Selection Criteria #2 | Must provide suitable habitat for burrowing owls | <ul style="list-style-type: none"> • Exhibit A-1.1 through A-1.4 (Biological Resources Reports) section 4.1.1.3, section 4.3 Table 1 (Habitat and Wetland Quality), and section 5 (Conclusion/Summary) | Yes |

**Appendix C. Genesis Solar Energy Project,
Biological Mitigation Conditions of Certification Checklist**

| <u>Selection Criteria</u> | <u>Condition Description</u> | <u>Document Location</u> | <u>Condition Satisfied</u> |
|---|--|--|----------------------------|
| <u>Bio-18 Burrowing Owl Impact Avoidance, Minimization, and COMPENSATION</u> | | | |
| Bio-18 Selection Criteria #3 | Must be currently supporting burrowing owl or be within dispersal distance from areas occupied by burrowing owls (generally less than 5 miles) | <ul style="list-style-type: none"> Executive Summary of the Formal Acquisition Proposal Figure 2 (Colorado Desert Preserve Acreage within 5 miles of Documented Western Burrowing Owl Occurrence) Exhibits A-1.1 (Figure 10), A-1.2 (Figure 10), A-1.3 (Figure 11), A-1.4 (Figure 11) | Yes |

**Appendix C. Genesis Solar Energy Project,
Biological Mitigation Conditions of Certification Checklist**

| <u>Selection Criteria</u> | <u>Condition Description</u> | <u>Document Location</u> | <u>Condition Satisfied</u> |
|---|------------------------------|--|----------------------------|
| <u>Bio-20 Stabilized and Partially Stabilized Sand Dunes and other Mojave Fringe-Toed Lizard Habitat</u> | | | |
| Bio-20 Total Mitigation Acreage | 136 acres | <ul style="list-style-type: none"> Executive Summary of the Formal Acquisition Proposal Table 1 (Colorado Desert Preserve Mitigation Portfolio) and Table 2 (Environmental Resource Mitigation for the Genesis Solar Energy Project) Exhibit A-1.5 (CDP-5 Biological Resources Report) | Yes |

**Appendix C. Genesis Solar Energy Project,
Biological Mitigation Conditions of Certification Checklist**

| <u>Selection Criteria</u> | <u>Condition Description</u> | <u>Document Location</u> | <u>Condition Satisfied</u> |
|---|--|--|-----------------------------------|
| <u>Bio-20 Stabilized and Partially Stabilized Sand Dunes and other Mojave Fringe-Toed Lizard Habitat</u> | | | |
| Bio-20 Selection Criteria #1 | Provide suitable habitat for MFTL that is equal to or better than that found in the Project disturbance area, and may include stabilized and partially stabilized desert dunes or sand drifts over playas or Sonoran creosote bush scrub | <ul style="list-style-type: none"> Exhibit A-1.5 (CDP-5 Biological Resources Report) section 4 (Biological Analysis) and section 5 (Conclusion/Summary) | Yes |
| Bio-20 Selection Criteria #2 | Be within the Chuckwalla Valley with potential to contribute to MFTL habitat connectivity and build linkages between known populations of MFTL and preserve lands with suitable habitat | <ul style="list-style-type: none"> Exhibit A-1.5 (CDP-5 Biological Resources Report) section 3 (Geographic Analysis to Identify Suitable Mitigation), section 4 (Biological Analysis), and section 5 (Conclusion/Summary) | Yes |
| Bio-20 Selection Criteria #3 | Be connected to lands that are currently occupied or have high potential to be occupied by MFTL based on patch size and habitat quality | <ul style="list-style-type: none"> Exhibit A-1.5 (CDP-5 Biological Resources Report) section 4.2 (Biological Field Survey Results) | Yes |

**Appendix C. Genesis Solar Energy Project,
Biological Mitigation Conditions of Certification Checklist**

| <u>Selection Criteria</u> | <u>Condition Description</u> | <u>Document Location</u> | <u>Condition Satisfied</u> |
|---|---|--|-----------------------------------|
| <u>Bio-20 Stabilized and Partially Stabilized Sand Dunes and other Mojave Fringe-Toed Lizard Habitat</u> | | | |
| Bio-20 Selection Criteria #4 | Be near larger blocks of lands that are either already protected or planned for protection, or which could feasibly be protected long-term by a public resource agency or a non-governmental organization dedicated to habitat preservation | <ul style="list-style-type: none"> Exhibit A-1.5 (CDP-5 Biological Resources Report) section 3.3.1 (Adjacency to Protected Lands) | Yes |
| Bio-20 Selection Criteria #5 | Not have a history of intensive recreational use or other disturbance that might make habitat recovery and restoration infeasible | <ul style="list-style-type: none"> Exhibit A-1.5 (CDP-5 Biological Resources Report) section 3.3 (Continuity Analysis/Adjacency) and section 4.5 (Threats Analysis) Exhibit A-3 (Initial Hazardous Materials Survey Report) Exhibit C-1 (Initial Habitat Improvement Fund Financial Report) | Yes |
| Bio-20 Selection Criteria #6 | Not be characterized by high densities of invasive species, either on or immediately adjacent to the parcels under consideration, that might jeopardize habitat recovery and restoration | <ul style="list-style-type: none"> Exhibit A-1.5 (CDP-5 Biological Resources Report) section 4.2 (Biological Field Survey Results) and section 4.5 (Threats Analysis) | Yes |

**Appendix C. Genesis Solar Energy Project,
Biological Mitigation Conditions of Certification Checklist**

| <u>Selection Criteria</u> | <u>Condition Description</u> | <u>Document Location</u> | <u>Condition Satisfied</u> |
|---|--|---|-----------------------------------|
| <u>Bio-20 Stabilized and Partially Stabilized Sand Dunes and other Mojave Fringe-Toed Lizard Habitat</u> | | | |
| Bio-20 Selection Criteria #7 | Not contain hazardous wastes | <ul style="list-style-type: none"> Exhibit A-3 (Initial Hazardous Materials Survey Report) | Yes |
| Bio-20 Selection Criteria #8 | Not be subject to property constraints (i.e. mineral leases, cultural resources) | <ul style="list-style-type: none"> Exhibit A-2 (Title Report and Preliminary Property Assessment) | Yes |
| Bio-20 Selection Criteria #9 | Be on land for which long-term management is feasible | <ul style="list-style-type: none"> Exhibit A-3 (Initial Hazardous Materials Survey Report) Exhibit C-1 (Initial Habitat Improvement Fund Financial Report) Exhibit D-2 (Long-Term Management Plan) | Yes |

**Appendix C. Genesis Solar Energy Project,
Biological Mitigation Conditions of Certification Checklist**

| <u>Selection Criteria</u> | <u>Condition Description</u> | <u>Document Location</u> | <u>Condition Satisfied</u> |
|---|--|---|-----------------------------------|
| <u>Bio-22 Mitigation for Impacts to State Waters</u> | | | |
| Bio-22 Total Mitigation Acreage | 111 acres | <ul style="list-style-type: none"> Executive Summary of the Formal Acquisition Proposal Table 1 (Colorado Desert Preserve Mitigation Portfolio) and Table 2 (Environmental Resource Mitigation for the Genesis Solar Energy Project) Exhibit A-1.1 through A-1.4 (Biological Resources Reports) | Yes |
| Bio-22 Selection Criteria #1 | Parcel or parcels comprising the 111 acres of ephemeral washes shall include at least 48 acres of microphyll woodland | <ul style="list-style-type: none"> Executive Summary of the Formal Acquisition Proposal Table 1 (Colorado Desert Preserve Mitigation Portfolio) and Table 2 (Environmental Resource Mitigation for the Genesis Solar Energy Project) Exhibit A-1.1 through A-1.4 (Biological Resources Reports) section 4.2 (Biological Field Survey Results), Figure 10 (CDP-1), Figure 12 (CDP-2), Figure 16a-d (CDP-3), Figure 20a-1 (CDP-4). | Yes |
| Bio-22 Selection Criteria #2 | The terms and conditions of this acquisition or easement shall be as described in Condition of Certification BIO-12 , #2 and #3 | <ul style="list-style-type: none"> See Bio-12 discussion above | Yes |

**Appendix C. Genesis Solar Energy Project,
Biological Mitigation Conditions of Certification Checklist**

| <u>Selection Criteria</u> | <u>Condition Description</u> | <u>Document Location</u> | <u>Condition Satisfied</u> |
|---|---|--|---------------------------------------|
| <u>Bio-22 Mitigation for Impacts to State Waters</u> | | | |
| Bio-22 Selection Criteria #3 | Mitigation for impacts to state waters shall occur within the Chuckwalla-Ford Dry Lake or surrounding watersheds, as close to the Project site as possible. | <ul style="list-style-type: none"> Exhibit A-1.1 through A-1.4 (Biological Resources Reports) section 3.2 (Watershed), Figure 5 (CDP-1, CDP-2), and Figure 6 (CDP-3, CDP-4) | Yes |

**Appendix C. Genesis Solar Energy Project,
Biological Mitigation Conditions of Certification Checklist**

| <u>Selection Criteria</u> | <u>Condition Description</u> | <u>Document Location</u> | <u>Condition Satisfied</u> |
|---|--|---|-----------------------------------|
| <u>Bio-12 Desert Tortoise Compensatory Mitigation – USFWS Biological Opinion Clarification</u> | | | |
| Bio-12 Total Mitigation Acreage | To compensate for impacts to approximately 10 ha (24 ac) in the Chuckwalla Critical Habitat Unit, approximately 48 ha (120 ac) will be acquired in the Chuckwalla Critical Habitat Unit. | <ul style="list-style-type: none"> • Exhibit A-1.1 through A-1.4 (Biological Resources Reports) section 3.5.2 (Critical Habitat), A-1.1 and A-2.2 Figure 6 (Regional Conservation Analysis), A-1.3 and A-1.4 Figure 7 (Regional Conservation Analysis) • Exhibit D-2 (Long-Term Management Plan) section II.A Figure 5 (Regional Conservation Map) | Yes |

APPENDIX D

GENESIS SOLAR ENERGY PROJECT, POST APPROVAL MITIGATION LANDS TASK COMPLETION STATUS TRACKING SHEET

**Appendix D. Genesis Solar Energy Project,
Post Approval Mitigation Lands Task Completion Status Tracking Sheet**

| Preserve Requirement | Requirement/Document Location | Dates Activity Required | 2013 Activity | Completion Status |
|------------------------------|---|---|--|---|
| Record Conservation Easement | <ul style="list-style-type: none"> CDP HMLAP Exhibit B-1. Conservation Easement | Immediately after approval (approval occurred October 11, 2011) | None | Completed December 19, 2011 (See 2013 Annual Monitoring Report, Appendix A) |
| Fund IHIF | <ul style="list-style-type: none"> CDP HMLAP Exhibit C. Initial Habitat Improvement Fund | Within the interim period, years 1-3 (2012, 2013, 2014) | None | The Initial Habitat Improvement Fund (“IHIF”) amount of \$51,515 was funded in October of 2011 (See 2013 Annual Monitoring Report, Appendix J). |
| Fund LTMP Endowment | <ul style="list-style-type: none"> CDP HMLAP Exhibit D-2, Long-Term Management Plan | Within the interim period, years 1-3 (2012, 2013, 2014) | The Land Manager was working with Steve Adams from the CEC to move the Endowment Holdback Funds to Wildlife Heritage Foundation. Steve Adams is no longer in that position. The Land Manager will work with his replacement to obtain approval from that agency to move the funds. | Escrow account was funded in the amount of \$937,020 in October of 2011. (See 2013 Annual Monitoring Report, Appendix I) LTMP endowment drawdown will begin for activities conducted during 2015, after the interim period is complete. This may have to be altered in the event that the Land Manager is unable to work with CEC to move the funds into the LTMP Endowment Account. |

**Appendix D. Genesis Solar Energy Project,
Post Approval Mitigation Lands Task Completion Status Tracking Sheet**

| Preserve Requirement | Requirement/Document Location | Dates Activity Required | 2013 Activity | Completion Status |
|-----------------------------------|---|---|----------------------|---|
| Baseline Survey 30-meter transect | <ul style="list-style-type: none"> • CDP HMLAP Exhibit C. Initial Habitat Improvement Fund • CDP HMLAP Exhibit D-2, Long-Term Management Plan | Within the interim period, years 1-3 (2012, 2013, 2014) | None | Completed March 12-21, 2012. See CDP 2012 Annual Monitoring Report for results. |
| LDS Contribution | <ul style="list-style-type: none"> • CDP HMLAP Exhibit C. Initial Habitat Improvement Fund • CDP HMLAP Exhibit D-2, Long-Term Management Plan | Annually beginning in 2013 | None | <p>Funds are being held back in the IHIF Escrow account for 2012, 2013, and 2014 totaling \$13,464 (\$4,488 per year) until USFWS conducts LDS monitoring activities beginning in 2015.</p> <p>The Land Manager will only fund for first three years of LDS out of the IHIF Escrow Account. This funding responsibility will be transferred to the LTMP Endowment beginning in a2015. If the LTMP endowment is not generating sufficient funds due to the fact that the money has not been transferred from the escrow account to the long-term management endowment account, certain management tasks, including LDS, may not be funded.</p> |

**Appendix D. Genesis Solar Energy Project,
Post Approval Mitigation Lands Task Completion Status Tracking Sheet**

| Preserve Requirement | Requirement/Document Location | Dates Activity Required | 2013 Activity | Completion Status |
|-----------------------------|---|--|---|---|
| Annual Maintenance | <ul style="list-style-type: none"> • CDP HMLAP Exhibit C. Initial Habitat Improvement Fund • CDP HMLAP Exhibit D-2, Long-Term Management Plan | Annually beginning in 2013 | On January 22-24, 2013 Wildlands commenced restoration efforts on CDP by removing a 30'x30' cement slab and two camp fire rings that were located on CDP-4 Sub-Area 6. On March 5 th and 6 th , 2013 Wildlands continued restoration efforts on CDP-4, Sub-Area 6 by re-vegetating dirt roads that were created by illegal trespass. With BLM approval, cacti salvaged from the Desert Sunlight Solar Farm Project were utilized to deter illegal trespass from disturbed areas as well as encourage re-colonization of native plant species (2013 Annual Monitoring Report Figure 9aMap-9a4). | Restoration activities completed. Follow-up will be conducted annually to document efficacy of remediation actions. |
| Trash Removal | <ul style="list-style-type: none"> • CDP HMLAP Exhibit C. Initial Habitat Improvement Fund • CDP HMLAP Exhibit D-2, Long-Term Management Plan | Annually during each preserve visit and during trash removal specific visits when necessary. | One fire ring was removed on CDP-1 (Figure 8a3). No other trash was documented onsite in 2013 that required removal. | Ongoing. |
| UXO Training | <ul style="list-style-type: none"> • CDP HMLAP Exhibit C. Initial Habitat Improvement Fund • CDP HMLAP Exhibit D-2, Long-Term Management Plan | Prior to the first site visit for each employee every year. | Completed. | Ongoing. |

**Appendix D. Genesis Solar Energy Project,
Post Approval Mitigation Lands Task Completion Status Tracking Sheet**

| Preserve Requirement | Requirement/Document Location | Dates Activity Required | 2013 Activity | Completion Status |
|-----------------------------|---|--|---|---|
| Property Insurance | <ul style="list-style-type: none"> • CDP HMLAP Exhibit C. Initial Habitat Improvement Fund • CDP HMLAP Exhibit D-2, Long-Term Management Plan | Annually | Property insurance was paid for 2013 | Proof of Property Insurance payment is included in the 2013 Annual Monitoring Report as Appendix L. |
| Property Taxes | <ul style="list-style-type: none"> • CDP HMLAP Exhibit C. Initial Habitat Improvement Fund • CDP HMLAP Exhibit D-2, Long-Term Management Plan | Annually | Property Tax was paid for 2013 to the County of Riverside. | Proof of Property Tax payment is included in the 2013 Annual Monitoring Report as Appendix M. |
| Signage | <ul style="list-style-type: none"> • CDP HMLAP Exhibit C. Initial Habitat Improvement Fund • CDP HMLAP Exhibit D-2, Long-Term Management Plan | Within the interim period, years 1-3 (2012, 2013, 2014). As necessary during site visits, and every 10 years thereafter. | 7 signs were installed on CDP in 2013. 2 on CDP-4, Sub-Area 6. | Sign locations as well as potential sign locations will be revisited during the 2014 annual bio/habitat disturbance surveys to assess the effectiveness of no trespassing signs as well as if additional signage is needed. It is expected that signs will be installed throughout the Preserve in appropriate locations as required by the LTMP. |
| Fencing, Post and Cable | <ul style="list-style-type: none"> • CDP HMLAP Exhibit C. Initial Habitat Improvement Fund • CDP HMLAP Exhibit D-2, Long-Term Management Plan | If necessary | Trespass avoidance and remediation on CDP-4, Sub-Area 6 was first attempted using vertical mulching. If this approach fails, then post and cable fencing will be installed. | Not completed. This activity will be conducted in 2014. |

Appendix D. Genesis Solar Energy Project,
Post Approval Mitigation Lands Task Completion Status Tracking Sheet

| Preserve Requirement | Requirement/Document Location | Dates Activity Required | 2013 Activity | Completion Status |
|-----------------------------|---|--|---|--|
| Aerial Photo | <ul style="list-style-type: none"> • CDP HMLAP Exhibit C. Initial Habitat Improvement Fund • CDP HMLAP Exhibit D-2, Long-Term Management Plan | Year 1 (2012), and every 10 years thereafter (i.e., 2022, 2032, etc.). | None | Year 1 aerial photographs did not occur. Year 1 aerial photographs are planned to occur in fall of 2014. |
| Annual Monitoring Report | <ul style="list-style-type: none"> • CDP HMLAP Exhibit C. Initial Habitat Improvement Fund • CDP HMLAP Exhibit D-2, Long-Term Management Plan | Annually by February 15 th . The first annual report due February 15 th , 2013 for activities conducted in year 1 (2012) | Submitted in February of 2014. | Deemed incomplete by CEC. Revisions and resubmittal is ongoing. |
| Concrete Pad Removal | <ul style="list-style-type: none"> • CDP HMLAP Exhibit C. Initial Habitat Improvement Fund • CDP HMLAP Exhibit D-2, Long-Term Management Plan | Within the interim period, years 1-3 (2012, 2013, 2014) | On January 22-24, 2013 Wildlands commenced restoration efforts on CDP by removing a 30'x30' cement slab and two camp fire rings that were located on CDP-4 Sub-Area 6 | Completed |

APPENDIX E

COLORADO DESERT PRESERVE INTERIM HABITAT IMPROVEMENT FUND

Colorado Desert Preserve
Initial Habitat Improvement Fund

Executive Summary

The Colorado Desert Preserve (CDP) Initial Habitat Improvement Fund (IHIF) will be established to provide funding for baseline surveys and management of the CDP during the period between full funding of the CDP Endowment Fund and the point when the CDP Endowment has generated enough interest to fund annual management activities (Interim Period). Baseline Surveys will consist of 30 meter walking transects allowing for full visual coverage of the CDP. The Baseline Surveys will be used to collect baseline habitat quality and species distribution information as well as to identify any management concerns (i.e. trash, trespass, etc.). All information will be collected using GPS and any sensitive species observations will be reported to the California Natural Diversity Database. The IHIF will be used to address any management concerns identified during the Baseline Survey, install necessary signage and fencing, perform any other management activities as described in the Long-Term Management Plan and generally leave the CDP in a state where it can be effectively managed with the Endowment Funding (Baseline Condition).

The IHIF is calculated for funding purposes, based on one year of management as calculated in Table 1 as well as the cost of installation for fencing, signage, and the 30-meter transect Baseline monitoring. If the funding in the IHIF is insufficient to cover costs, Wildlands will be responsible for providing funding for the work necessary to establish the Baseline Condition or other management activities that are required during the Interim Period.

Table 1
Interim Habitat Improvement Fund

| Task* | Description | \$/Unit | # of Units | Cost |
|----------------------|---|----------------|-------------------|--------------------|
| Baseline Survey | Baseline Survey | \$75 | 262 hours | \$19,650 |
| Wildlife Survey | LDS Contribution | \$2.27 | 1,977 ac | \$4,488 |
| General Maintenance | Annual Maintenance | \$40 | 56 hours | \$2,240 |
| General Maintenance | Trash Removal | \$40 | 80 hours | \$3,200 |
| Operations | UXO Training | \$75 | 2 hours | \$150 |
| Insurance | Property Insurance | \$4,000 | 1 annual | \$4,000 |
| Taxes | Property Taxes | \$3,512 | 1 annual | \$3,512 |
| Signage | No Trespassing Signs | \$5.25 | 60 signs | \$315 |
| Fencing | Post and Cable | \$3.50 | 1000 ft | \$3,500 |
| Aerial Photo | Digital Georeferenced | \$1,000 | 1 flight | \$1,000 |
| Annual Report | Annual Report Prep. | \$75 | 22 hours | \$1,650 |
| Annual Report | Annual Report Review | \$75 | 6 hours | \$450 |
| Annual Report | Annual Report Admin | \$40 | 6 hours | \$240 |
| Concrete Pad Removal | Removal of concrete pad on CDP-4 (Sub-Area 6) | \$7,120 | 1 item | \$7,120 |
| Total | | | | \$51,515.00 |

APPENDIX F

COLORADO DESERT PRESERVE PROPERTY ANALYSIS RECORD

Section 15 - Ongoing Tasks and Costs

Property Title: Colorado Desert Preserve Clone

PAR ID: CDP

09/29/2011

| Task List | Specific Description | Unit | Number of Units | Cost / Unit | Annual Cost | Years Divide | Cont % | Total Cost |
|---------------------------------|-------------------------|----------|-----------------|-------------|-------------|--------------|--------|------------|
| BIOTIC SURVEYS | | | | | | | | |
| General Wildlife | Annual Bio Monitoring | L. Hours | 85.00 | 75.00 | 6,375.00 | 1.0 | 10.0 | 7,012.50 |
| General Wildlife | Annual LDS Contribution | Acre | 1,977.00 | 2.27 | 4,487.79 | 1.0 | 0.0 | 4,487.79 |
| Sub-Total | | | | | | | | 11,500.29 |
| GENERAL MAINTENANCE | | | | | | | | |
| Other | Annual Maintenance | L. Hours | 56.00 | 40.00 | 2,240.00 | 1.0 | 10.0 | 2,464.00 |
| Sub-Total | | | | | | | | 2,464.00 |
| HABITAT MAINTENANCE | | | | | | | | |
| Exoctic Plant Control | DT Weed Removal | Acre | 1,977.00 | 1.50 | 2,965.50 | 1.0 | 10.0 | 3,262.05 |
| Exoctic Plant Control | MFTL Weed Removal | Acre | 160.00 | 6.00 | 960.00 | 1.0 | 10.0 | 1,056.00 |
| Sub-Total | | | | | | | | 4,318.05 |
| OPERATIONS | | | | | | | | |
| Employee Training | Annual Safety Mtg UXO | L. Hours | 2.00 | 75.00 | 150.00 | 1.0 | 10.0 | 165.00 |
| Insurance | Property Insurance | Item | 1.00 | 4,000.00 | 4,000.00 | 1.0 | 10.0 | 4,400.00 |
| Taxes | Property Tax | Fee | 1.00 | 3,512.08 | 3,512.08 | 1.0 | 10.0 | 3,863.28 |
| Sub-Total | | | | | | | | 8,428.28 |
| PUBLIC SERVICES | | | | | | | | |
| Sign | Access | Item | 60.00 | 5.25 | 315.00 | 10.0 | 10.0 | 34.65 |
| Sub-Total | | | | | | | | 34.65 |
| REPORTING | | | | | | | | |
| Aerial Photo | Digital Geo-referenced | Flight | 1.00 | 1,000.00 | 1,000.00 | 10.0 | 10.0 | 110.00 |
| Annual Reports | Account Administration | L. Hours | 6.00 | 40.00 | 240.00 | 1.0 | 10.0 | 264.00 |
| Annual Reports | Annual Report | L. Hours | 22.00 | 75.00 | 1,650.00 | 1.0 | 10.0 | 1,815.00 |
| Annual Reports | Annual Report Review | L. Hours | 6.00 | 75.00 | 450.00 | 1.0 | 10.0 | 495.00 |
| Sub-Total | | | | | | | | 2,684.00 |
| SITE CONSTRUCTION/MAINT. | | | | | | | | |
| Fence - Installed | Barbed-wire, 4 Strd. | Lin. Ft. | 1,000.00 | 3.50 | 3,500.00 | 10.0 | 10.0 | 385.00 |
| Sub-Total | | | | | | | | 385.00 |
| Subtotal | | | | | | | | 29,814.27 |
| Administration | | | | | | | | 2,981.42 |
| Total | | | | | | | | 32,795.70 |

Section 16 - Financial Summary

Property Title: Colorado Desert Preserve Clone 09/25/2011

Date: 09/29/2011

1st Budget Year: 2010

State:

PAR Code: CDP

| <i>Item Descriptions</i> | <i>Total</i> |
|--|------------------|
| <i>Initial & Capital Financial Requirements</i> | |
| Revenues | \$0 |
| Management Costs | \$0 |
| Contingency Expense | \$0 |
| <i>Initial & Capital Management Total Costs</i> | \$0 |
| Administrative Costs of Total Management Costs | \$0 |
| <i>Initial & Capital Gross Costs</i> | \$0 |
| <i>Initial & Capital Net Costs</i> | \$0 |
| <i>Annual Ongoing Financial Requirements</i> | |
| Revenues | \$0 |
| Ongoing Costs | \$27,512 |
| Contingency Expense | \$2,302 |
| <i>Ongoing Management Total Costs</i> | \$29,814 |
| Administrative Costs of Total Management Costs | \$2,981 |
| <i>Ongoing Gross Costs</i> | \$32,796 |
| <i>Ongoing Net Costs</i> | \$32,796 |
| <i>Endowment Requirements for Ongoing Stewardship</i> | |
| <i>Endowment to Produce Income of \$32,796</i> | \$937,020 |
| <i>Endowment per acre \$469</i> | |
| <i>Stewardship costs are based on 3.50% of Endowment Earnings per Year</i> | |
| <i>Ongoing management funding per year is \$32,796</i> | |
| <i>Resulting in a per acre per year cost of \$16</i> | |
| <i>Total Funding Required</i> | \$937,020 |

APPENDIX G
2013 PLANT SPECIES LIST

Appendix A. Plant Species Observed on or in the Vicinity of CDP

| SCIENTIFIC NAME | COMMON NAME | ORIGIN | SUB-AREA |
|---|-----------------------------|--------|-----------------------|
| <i>Acacia greggii</i> | Catclaw acacia | N | CDP-3 |
| <i>Acamptopappus sphaerocephalus</i> | Golden head | N | CDP-3 |
| <i>Acimison strigosus</i> | Stiff hair lotus | N | CDP-3 and 4 |
| <i>Allonia incarnata</i> | Windmills | N | CDP-4 |
| <i>Amaranthus sp.</i> | Amaranthus | | CDP-3 and 4 |
| <i>Ambrosia salsola</i> | Cheesebush | N | CDP-1, 2, 3, and 4 |
| <i>Ambrosia dumosa</i> | Burro Bush | N | CDP-1, 2, 3, and 4 |
| <i>Amsinckia tessellata var. gloriosa</i> | Devil's lettuce | N | CDP-1, 2, 3, and 4 |
| <i>Aristida adscensionis</i> | Six-weeks three awn | N | CDP-4 |
| <i>Aristida purpurea</i> | Purple three-awn | N | CDP-1 and 4 |
| <i>Asclepias subulata</i> | Rush milkweed | N | CDP-1, 3, and 4 |
| <i>Atriplex Canescens</i> | Fourwing saltbush | N | CDP-5 |
| <i>Atriplex hymenolytra</i> | Holly leaf saltbush | N | CDP-2 |
| <i>Atriplex polycarpa</i> | Interior saltbush | N | CDP-2 and 5 |
| <i>Baccharis brachyphylla</i> | Shortleaf baccharis | N | CDP-4 |
| <i>Bahiopsis parishii</i> | Parish's goldeneye | N | CDP-1, 2, 3, and 4 |
| <i>Baileya multiradiata var. multiradiata</i> | Desert-marigold | N | CDP-4 |
| <i>Bebbia juncea</i> | Sweetbush | N | CDP-2, 3, and 4 |
| <i>Brandegea bigelovii</i> | Desert cucumber | N | CDP-3 and 4 |
| <i>Brassica tournefortii</i> | Asian mustard | E | CDP-1, 2, 3, 4, and 5 |
| <i>Bromus madritensis ssp. rubens</i> | Red brome | E | CDP-4 |
| <i>Chaenactis carphoclinia</i> | Pebble pincushion | N | CDP-1, 3, and 4 |
| <i>Chamaesyce setiloba</i> | Yuma spurge | N | CDP-4 |
| <i>Chamaesyce polycarpa</i> | Prostrate spurge | N | CDP-2, 3, and 4 |
| <i>Chorizanthe brevicornu</i> | Brittle spineflower | N | CDP-4 |
| <i>Chorizanthe rigida</i> | Spiny herb | N | CDP-1, 3, and 4 |
| <i>Chylismia arenaria</i> | Fortuna Range Suncup | N | CDP-2 |
| <i>Chylisimia brevipes</i> | Golden evening primrose | N | CDP-2, 3, and 4 |
| <i>Condalia globosa var. pubescens</i> | Bitter snakewood | N | CDP-1 |
| <i>Cryptantha angustifolium</i> | Narrow leaved forget me not | N | CDP-1, 2, 3, and 4 |
| <i>Cryptantha barbiger</i> | Bearded forget me not | N | CDP-4 |
| <i>Cryptantha maritima</i> | White haired forget me not | N | CDP-3 and 4 |
| <i>Cryptantha nevadensis</i> | Nevada forget me not | N | CDP-1 and 3 |
| <i>Cryptantha pterocarya</i> | Wing nut forget me not | N | CDP-2 and 4 |
| <i>Cryptantha sp.</i> | Forget me not | N | CDP-1 |
| <i>Cucurbita palmata</i> | Coyote melon | N | CDP-4 |
| <i>Cylindropuntia bigelovii</i> | Teddy bear cholla | N | CDP-3 |
| <i>Cylindropuntia echinocarpa</i> | Silver cholla | N | CDP-1, 2, 3, and 4 |
| <i>Cylindropuntia ramosissima</i> | Pencil cholla | N | CDP-1, 2, 3, and 4 |
| <i>Dalea mollissima</i> | Silky dalea | N | CDP-4 |
| <i>Datura wrightii</i> | Jimson weed | N | CDP-4 |
| <i>Ditaxis neomexicana</i> | Common Ditaxis | N | CDP-3 and 4 |
| <i>Echinocactus polycephalus</i> | Cottontop | N | CDP-1, 2, 3, and 4 |
| <i>Echinocereus engelmannii</i> | Hedgehog | N | CDP-1, 2, 3, and 4 |

Appendix A. Plant Species Observed on or in the Vicinity of CDP

| SCIENTIFIC NAME | COMMON NAME | ORIGIN | SUB-AREA |
|---------------------------------|------------------------|--------|--------------------|
| <i>Encelia farinosa</i> | Brittlebush | N | CDP-1, 2, 3, and 4 |
| <i>Ephedra californica</i> | Desert tea | N | CDP-1 and 3 |
| <i>Epilobium sp.</i> | Epilobium | | CDP-4 |
| <i>Eremothera boothii</i> | Woody bottlewasher | N | CDP-2, 3, and 4 |
| <i>Eremothera refracta</i> | Narrowleaf suncup | N | CDP-3 and 4 |
| <i>Eriastrum sp.</i> | Woolly-star | N | CDP-1, 2, 3, and 4 |
| <i>Eriogonum brachypodum</i> | Parry's buckwheat | N | CDP-3 |
| <i>Eriogonum inflatum</i> | Desert trumpet | N | CDP-1, 2, 3, and 4 |
| <i>Eriogonum sp.</i> | Eriogonum | N | CDP-1, 2, and 4 |
| <i>Eriogonum thomasi</i> | Thomas buckwheat | N | CDP-3 and 4 |
| <i>Eriogonum trichopes</i> | Wild buckwheat | N | CDP-1, 2, 3, and 4 |
| <i>Erodium cicutarium</i> | Redstem Filaree | E | CDP-1, 3, and 4 |
| <i>Erodium texanum</i> | Texas filaree | N | CDP-4 |
| <i>Euphorbia eriantha</i> | Beetle spurge | N | CDP-3 and 4 |
| <i>Fagonia laevis</i> | Fagonia | N | CDP-1, 2, 3, and 4 |
| <i>Ferocactus cylindraceus</i> | Barrel cactus | N | CDP-1, 3, and 4 |
| <i>Fouquieria splendens</i> | Ocotillo | N | CDP-1, 3, and 4 |
| <i>Funastrum utahense</i> | Utah cynanchum | N | CDP-4 |
| <i>Geraea canescens</i> | Desert sunflower | N | CDP-5 |
| <i>Gillia stellata</i> | Star gillia | N | CDP-4 |
| <i>Guillenia lasiophylla</i> | California mustard | N | CDP-3 |
| <i>Gutierrezia sarothrae</i> | Broom snakeweed | N | CDP-1 |
| <i>Hilaria rigida</i> | Big galleta | N | CDP-1, 2, and 3 |
| <i>Hyptis emoryi</i> | Desert lavender | N | CDP-3 and 4 |
| <i>Isomeris arborea</i> | Bladder pod | N | CDP-1, 2, 3, and 4 |
| <i>Krameria erecta</i> | Pima rhatany | N | CDP-1, 2, 3, and 4 |
| <i>Krameria grayi</i> | White ratany | N | CDP-4 |
| <i>Larrea tridentata</i> | Creosote bush | N | CDP-1, 2, 3, and 4 |
| <i>Layia glandulosa</i> | White tidy-tips | N | CDP-4 |
| <i>Lepidium fremontii</i> | Desert pepperweed | N | CDP-2 |
| <i>Lepidium lasiocarpum</i> | Peppergrass | N | CDP-3 and 4 |
| <i>Loeseliastrum mathewsii</i> | Desert calico | N | CDP-4 |
| <i>Lupinus arizonicus</i> | Lupine | N | CDP-4 |
| <i>Lycium andersoni</i> | Wolfberry | N | CDP-1, 2, 3, and 4 |
| <i>Malacothrix glabrata</i> | Desert dandy lion | N | CDP-2, 3, and 4 |
| <i>Mammillaria tetrancistra</i> | Fishhook cactus | N | CDP-2, 3, and 4 |
| <i>Marina parryi</i> | Marina | N | CDP-3 |
| <i>Mentzelia albicaulis</i> | White stem blazingstar | N | CDP-4 |
| <i>Mentzelia involucreta</i> | Sand blazing star | N | CDP-4 |
| <i>Mentzelia sp.</i> | Blazing star | N | CDP-3 |
| <i>Mimulus laevis</i> | Biglow's monkey flower | N | CDP-3 and 4 |
| <i>Mirabilis biglovii</i> | Wishbone plant | N | CDP-1, 3, and 4 |
| <i>Monoptilon bellioides</i> | Desert star | N | CDP-2 and 4 |
| <i>Nama demissum</i> | Purple mat | N | CDP-4 |

Appendix A. Plant Species Observed on or in the Vicinity of CDP

| SCIENTIFIC NAME | COMMON NAME | ORIGIN | SUB-AREA |
|---|--------------------------|--------|-----------------------|
| <i>Nemacladus rubescens</i> | Desert threadplant | N | CDP-4 |
| <i>Nicotiana obtusifolia</i> | Coyote tobacco | N | CDP-3 and 4 |
| <i>Nolina parryi</i> | Bear grass | N | CDP-1 and 4 |
| <i>Oenothera deltooides ssp. deltooides</i> | Devil's lantern | N | CDP-5 |
| <i>Oligomeris linifolia</i> | Lineleaf whitepuff | N | CDP-3 and 5 |
| <i>Olneya tesota</i> | Ironwood | N | CDP-3 and 4 |
| <i>Opuntia basilaris var. basilaris</i> | Beavertail cactus | N | CDP-1, 2, 3, and 4 |
| <i>Orobanche cooperi</i> | Cooper's broomrape | N | CDP-4 |
| <i>Palafoxia arida</i> | Spanish needles | N | CDP-3 and 4 |
| <i>Parkinsonia florida</i> | Palo verde | N | CDP-2, 3, and 4 |
| <i>Pectocarya recurvata</i> | Broad-nut combseed | N | CDP-1 and 4 |
| <i>Perityle emoryi</i> | Emory's rocket daisy | N | CDP-2, 3, and 4 |
| <i>Petalonyx thuberi</i> | Sand paper plant | N | CDP-4 |
| <i>Peucephyllum schottii</i> | Pygmy cedar | N | CDP-3 |
| <i>Phacelia crenulata var. ambigua</i> | Notch-leaved Phacelia | N | CDP-1, 2, 3, and 4 |
| <i>Phacelia distans</i> | Distant phacelia | N | CDP-4 |
| <i>Phorodendron californicum</i> | Desert mistletoe | N | CDP-1, 2, 3, and 4 |
| <i>Physalis crassifolia</i> | Ground cherry | N | CDP-4 |
| <i>Physaria tenella</i> | Moapa bladderpod | N | CDP-1 |
| <i>Plantago ovata</i> | Wooly plantain | N | CDP-1, 2, 3, and 4 |
| <i>Porophyllum gracile</i> | Odora | N | CDP-1, 2, 3, and 4 |
| <i>Prosopis glandulosa</i> | Mesquite | N | CDP-1, 2, 3, and 4 |
| <i>Prunus fasciculata</i> | Desert almond | N | CDP-1 and 3 |
| <i>Psathyrotes ramosissima</i> | Turtlebacks | N | CDP-4 |
| <i>Psoralea schottii</i> | Scott's indigo bush | N | CDP-2, 3, and 4 |
| <i>Psoralea spinosa</i> | Smoke tree | N | CDP-1 and 4 |
| <i>Rafinesquia neomexicana</i> | Desert chicory | N | CDP-4 |
| <i>Salazaria mexicana</i> | Paper-bag bush | N | CDP-2, 3, and 4 |
| <i>Salsola tragus</i> | Russian thistle | N | CDP-5 |
| <i>Salvia columbariae</i> | Chia | N | CDP-2, 3, and 4 |
| <i>Schismus barbatus</i> | Mediterranean grass | E | CDP-1, 2, 3, 4, and 5 |
| <i>Senegalia greggii</i> | Catclaw acacia | N | CDP-1, 3, and 4 |
| <i>Senna armata</i> | Spiny senna | N | CDP-1, 3, and 4 |
| <i>Sesuvium verrucosum</i> | Western sea purselane | N | CDP-5 |
| <i>Simmondsia chinensis</i> | Jojoba | N | CDP-1, 2, 3, and 4 |
| <i>Sphaeralcea ambigua</i> | Globe mallow | N | CDP-1, 2, 3, and 4 |
| <i>Stephanomeria pauciflora</i> | Wire lettuce | N | CDP-3 and 4 |
| <i>Stillingia linearifolia</i> | Linear leaved stillingia | N | CDP-3 and 4 |
| <i>Sueda moquinii</i> | Alkalai seep weed | N | CDP-5 |
| <i>Thamnosma montana</i> | Turpentine broom | N | CDP-1 and 4 |
| <i>Trichoptilum incisum</i> | Yellowhead | N | CDP-4 |
| <i>Trixis californica var. californica</i> | American threefold | N | CDP-1, 3, and 4 |
| <i>Xylorhiza tortifolia var. tortifolia</i> | Mojave aster | N | CDP-1, 2, 3, and 4 |
| <i>Yucca schidigera</i> | Mojave yucca | N | CDP-1, 2, 3, and 4 |

Appendix A. Plant Species Observed on or in the Vicinity of CDP

| SCIENTIFIC NAME | COMMON NAME | ORIGIN | SUB-AREA |
|---|--------------------|--------|--------------------|
| <i>Ziziphus obtusifolia</i> var. <i>canescens</i> | Graythorn | N | CDP-1, 2, 3, and 4 |
| FUNGI | | | |
| <i>Podaxis pistillaris</i> | Desert shaggy mane | N | CDP-4 |
| <i>Montagnea arenarius</i> | Gastroid coprinus | N | CDP-3 and 4 |
| <i>Tulastoma brumale</i> | Stalked puffball | N | CDP-2 and 4 |

APPENDIX H
2013 WILDLIFE SPECIES LIST

Appendix H. Wildlife Species Observed on or in the Vicinity of CDP

| Common Name | Scientific Name | Sub-Area |
|-------------------------------|-----------------------------------|-----------------------------------|
| Mammals | | |
| American Badger | <i>Taxidea taxus</i> | CDP-1, CDP-2, CDP-3, CDP-4 |
| Black-tailed Jackrabbit | <i>Lepus californicus</i> | CDP-1, CDP-2, CDP-3, CDP-4 |
| Burro-deer | <i>Odocoileus hemionus</i> | CDP-1, CDP-2, CDP-3, CDP-4 |
| Coyote | <i>Canis latrans</i> | CDP-1, CDP-2, CDP-3, CDP-4, CDP-5 |
| Desert bighorn sheep | <i>Ovis canadensis nelsoni</i> | CDP-4 |
| Desert kangaroo rat | <i>Dipodomys deserti</i> | CDP-5 |
| Desert Kit Fox | <i>Vulpes macrotis</i> | CDP-1, CDP-3, CDP-4, CDP-5 |
| Merriam's Kangaroo Rat | <i>Dipodomys merriami</i> | CDP-1, CDP-2, CDP-3, CDP-4 |
| Mountain Lion | <i>Puma concolor</i> | CDP-4 |
| Woodrat | <i>Neotoma lepida</i> | CDP-1, CDP-2, CDP-3, CDP-4 |
| Reptiles | | |
| Desert tortoise | <i>Gopherus agassizii</i> | CDP-1, CDP-2, CDP-3, CDP-4 |
| Mojave Fringe-toed lizard | <i>Uma scoparia</i> | CDP-5 |
| Side-blotched lizard | <i>Uta stansburiana</i> | CDP-1, CDP-2, CDP-3, CDP-4 |
| Western pach-nosed snake | <i>Salvadora hexalepis</i> | CDP-4 |
| Western Whiptail | <i>Aspidoscelis tigris</i> | CDP-4 |
| Birds | | |
| American White Pelican | <i>Pelecanus erythrorhynchos</i> | CDP-4 |
| Ash-throated Flycatcher | <i>Myiarchus cinerascens</i> | CDP-1 |
| Barn Swallow | <i>Hirundo rustica</i> | CDP-4 |
| Black-tailed Gnatcatcher | <i>Polioptila melanura</i> | CDP-1, CDP-3, CDP-4 |
| Black-throated Sparrow | <i>Amphispiza bilineata</i> | CDP-1, CDP-2, CDP-3, CDP-4 |
| Brewer's Sparrow | <i>Spizella breweri</i> | CDP-4 |
| Burrowing Owl | <i>Athene cunicularia</i> | CDP-1, CDP-3 and CDP-4 |
| Costa's Hummingbird | <i>Calypte costae</i> | CDP-1, CDP-3, CDP-4 |
| Chipping Sparrow | <i>Spizella passerina</i> | CDP-4 |
| Common Raven | <i>Corvus corax</i> | CDP-1, CDP-2, CDP-3, CDP-4, CDP-5 |
| Gambel's Quail | <i>Callipepla gambelii</i> | CDP-1, CDP-2, CDP-3, CDP-4 |
| Horned Lark | <i>Eremophila alpestris</i> | CDP-1, CDP-3, CDP-4, CDP-5 |
| House Finch | <i>Carpodacus mexicanus</i> | CDP-1, CDP-3, CDP-4 |
| Lesser Goldfinch | <i>Carduelis psaltria</i> | CDP-1, CDP-4 |
| Loggerhead Shrike | <i>Lanius ludovicianus</i> | CDP-1, CDP-3, CDP-4 |
| Long-eared Owl | <i>Asio otus</i> | CDP-4 |
| Northern Harrier | <i>Circus cyaneus</i> | CDP-5 |
| Northern Rough-winged Swallow | <i>Stelgidopteryx serripennis</i> | CDP-4 |
| Phainopepla | <i>Phainopepla nitens</i> | CDP-1, CDP-3, CDP-4 |
| Prairie Falcon | <i>Falco mexicanus</i> | CDP-5 |
| Red-tailed Hawk | <i>Buteo jamaicensis</i> | CDP-3, CDP-4 |
| Rock Wren | <i>Salpinctes obsoletus</i> | CDP-3, CDP-4 |
| Sage Sparrow | <i>Amphispiza belli</i> | CDP-4 |
| Sage Thrasher | <i>Oreoscoptes montanus</i> | CDP-4, CDP-5 |
| Say's Phoebe | <i>Sayornis saya</i> | CDP-1, CDP-4 |

Appendix H. Wildlife Species Observed on or in the Vicinity of CDP

| Common Name | Scientific Name | Sub-Area |
|-----------------------|-------------------------------|----------------------|
| Tree Swallow | <i>Tachycineta bicolor</i> | CDP-4 |
| Turkey Vulture | <i>Cathartes aura</i> | CDP-3, CDP-4, CDP-5 |
| Verdin | <i>Auriparus flaviceps</i> | CDP-1, CDP-3, CDP-4 |
| Violet-green Swallow | <i>Tachycineta thalassina</i> | CDP-5, CDP-1 |
| Western Kingbird | <i>Tyrannus verticalis</i> | CDP-4 |
| White-crowned Sparrow | <i>Zonotrichia leucophrys</i> | CDP-1, CDP-4 |
| Yellow-rumped Warbler | <i>Dendroica coronata</i> | CDP-1, CDP-3 , CDP-4 |

APPENDIX I

LONG-TERM MANAGEMENT PLAN ESCROW ACCOUNT

Lawyers Title Company
Lawyers Title (Southern California)
Savings Account Listing

Print Date - Time: 05/08/2014 - 4:01:55PM

Page: 1

For: 07608205 - Including Zero Balances, Show Both Opened and Closed Accounts

User: CNG

| Escrow Number | Account Number | Bank Name | Open Date | Close Date | Last Tran Date | Account Opened For | Balance |
|---------------|----------------|-----------|-----------|------------|----------------|--------------------|---------|
|---------------|----------------|-----------|-----------|------------|----------------|--------------------|---------|

| | | | | | | | |
|----------|------------|---------------|------------|--|------------|--|--|
| 07608205 | 1893189637 | COMERICA BANK | 09/04/2013 | | 05/02/2014 | 947,502.11 Wildlands California Holdings I 3855 Atherton Road Rockland, CA 95765 | |
|----------|------------|---------------|------------|--|------------|--|--|

Total Printed: 1

\$947,502.11

APPENDIX J

INTERIM HABITAT IMPROVEMENT FUND ESCROW ACCOUNT

Certificate 2962 - TCP II HOLDINGS LLC

| | Relationship | Date of Birth | Phone Number | Tax Identification |
|--|--------------|---------------|--------------|--------------------|
| TCP II HOLDINGS LLC | Owner | | ***** | EIN **-***** |
| INTERIM HABITAT IMPROVEMENT FUND | Owner/Signer | | ***** | |
| COLORADO DESERT PRESERVE | Owner | | ***** | |
| 3715 N SIDE PKWY BLD 200 S 500 ATLANTA GA 30327 | | | | |

Additional Relationships
 Tax Name: TCP II HOLDINGS LLC
 See Mailing Information

Mailing Label

TCP II HOLDINGS LLC
 INTERIM HABITAT IMPROVEMENT FUND
 COLORADO DESERT PRESERVE
 3715 N SIDE PKWY BLD 200 S 500
 ATLANTA GA 30327

Presentments

No Presentments for Account

Current & Previous Cycle

| Description | Debits | Credits | Date | Balance |
|--|--------|-------------|--------------|-------------|
| Balance Forward: | | | Jun 26, 2012 | \$0.00 |
| OPENING CD DEPOSIT FROM 2210391/JJE | | \$51,515.00 | Jun 26, 2012 | \$51,515.00 |
| Interest | | \$97.09 | Sep 25, 2012 | \$51,612.09 |
| Interest | | \$96.21 | Dec 25, 2012 | \$51,708.30 |
| Interest | | \$95.33 | Mar 25, 2013 | \$51,803.63 |
| Interest | | \$97.63 | Jun 25, 2013 | \$51,901.26 |
| Interest | | \$97.81 | Sep 25, 2013 | \$51,999.07 |
| Interest | | \$96.93 | Dec 25, 2013 | \$52,096.00 |
| Interest | | \$96.04 | Mar 25, 2014 | \$52,192.04 |
| Balance This Statement: | | | May 08, 2014 | \$52,192.04 |

APPENDIX K

WILDLIFE HERITAGE FOUNDATION WILDLANDS' COLORADO DESERT CONSERVATION EASEMENT PROPERTIES SITE MONITORING MEMORANDUM

SITE MONITORING MEMORANDUM

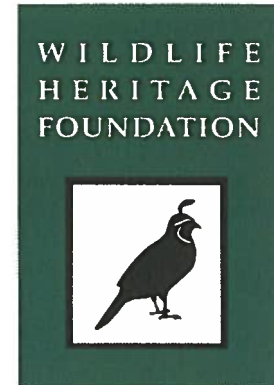
To: Attn: Cindy Tambini
Wildlands
3855 Atherton Road
Rocklin, CA 95765

Cc: WHF property file

From: Morgan Trieger, Lead Biologist, WHF

Date: October 31, 2013

Subject: Wildlands Colorado Desert Conservation Easement
Properties - 2013 Oversight Monitoring



Site

The Wildlands Colorado Desert Conservation Easement Properties (together, Preserves) consist of 168 parcels that comprise approximately 11, 735 acres in Riverside and Imperial Counties. The Preserves are generally located between Palm Springs, CA and Blythe, CA, along U.S. Interstate 10. The properties consist of five units: Colorado Desert Preserve, Devers-Palo Verde Preserve, Eastern Colorado Desert Preserve, West Sonoran Preserve, and Red Bluff Preserve. Each named Preserve has one or more subunits which are frequently further subdivided into areas.

Conservation Values protected by the Preserves include desert bighorn sheep (*Ovis canadensis nelsoni*), desert kit fox (*Vulpes macrotis arsipus*), Colorado Valley woodrat (*Neotoma albigula venusta*), Palm Springs round-tailed ground squirrel (*Spermophilus tereticaudus chlorus*), desert tortoise (*Gopherus agassizii*), Coachella Valley fringe-toed lizard (*Uma inornata*), Mojave fringe-toed lizard (*Uma scoparia*), chuckwalla (*Sauromalus ater*), western burrowing owl (*Athene cunicularia*), golden eagle (*Aquila chrysaetos*), special-status bats, migratory birds, Coachella Valley milk-vetch (*Astragalus lentiginosus* var. *coachellae*), foxtail cactus (*Coryphantha alversonii*), and Waters of the State including dry wash microphyll woodland vegetation, vegetated swale, and unvegetated dry wash.

Table 1 summarizes the size, location, and date of recorded conservation easement of each Preserve:

Table 1. Wildlands Colorado Desert Conservation Easement Properties Summary Table

| Preserve | Conservation Easement Date | Size (Acres) | Location (County) |
|----------------------------------|----------------------------|--------------|------------------------|
| Colorado Desert Preserve | December 16, 2011 | 2,137 | Riverside |
| Devers-Palo Verde Preserve | January 27, 2012 | 1,956.9 | Riverside |
| Eastern Colorado Desert Preserve | October 27, 2011 | 859 | Riverside |
| West Sonoran Preserve | September 26, 2012 | 5,914.4 | Riverside and Imperial |
| Red Bluff Preserve | August 21, 2012 | 867.3 | Riverside |

Methods

The monitoring site visits were conducted on April 23, 24, and 25, 2013. Monitoring was conducted by Dr. Patrick Shea and Jim Alford of Wildlife Heritage Foundation, and Ryan Lopez, Desert Regional Manager for Wildlands. On April 23 and 24, monitoring was conducted by motor vehicle and on foot, and on April 25 monitoring of remote sites was conducted via helicopter. Navigation was completed with a Wildlands iPad or Garmin Aviation GPS, tracked on topographic maps and backed up with a Trimble handheld. Two Nikon Cameras were used for data collection. Distance surveys were completed with Canon 8x32 field glasses. Prior to the visit BING and Google Earth imagery was used to identify possible disturbances and vegetation patterns. Photographs of the Preserves are presented in Appendix A, which also contains the subunit the photograph was taken in.

Results

Special-status species

In general, the Preserves support a large amount of excellent habitat for special-status species. A common conservation value in many of the easements is desert tortoise. The health of the native herbaceous layer is a good proxy for tortoise habitat value. Overall, these sites have a healthy native herbaceous layer which suggests excellent potential tortoise foraging. Numerous signs of desert tortoise were observed during monitoring including active and formerly-used

burrows, and scalloped paddles on beavertail cactus (*Opuntia basilaris*), suggesting that the Preserves provide high quality tortoise habitat.

Many of the easements provide high-quality habitat for special-status lizards including the Mojave and Coachella Valley fringe-toed lizards. However, some easements containing this habitat had tight urban interfaces with considerable historic disturbance (see photos for the Devers-Palo Verde Preserve in Appendix A). Local development patterns at some lizard sites have limited blowing sand into the now-stabilizing dunes, which may reduce habitat quality in the long-term for these species.

Sensitive habitats

The Preserves contain healthy stands of dry wash microphyll woodland. Blue Palo Verde (*Parkinsonia floridum*) and Ironwood (*Oleña tesota*) dominate these stands. In some Preserves, the wash which supports the woodland is entirely within the Preserve. Strong tree recruitment was observed in many washes, indicating that the woodland is self-sustaining.

Invasive weeds

Several weed species are widely established in the surrounding areas and present a significant threat for invasion within the Preserves:

Saharan mustard (*Brassica tournefortii*) is a winter annual in the mustard family that is widespread in the Mojave and Colorado Deserts. The California Invasive Plant Council (Cal-IPC) ranks this species as a High threat in California (Cal-IPC 2013). Saharan mustard readily invades disturbed areas, especially burns. Once established, it can increase fuel loads and fire frequency, in the process converting fire-susceptible desert scrubland into lower-value non-native grassland habitat. Saharan mustard is highly dependent upon early winter rains to germinate, and this condition was not met during the winter of 2012-2013 within the Preserve areas. As a result, no Saharan mustard was observed during the monitoring visits. However, numerous old *Brassica* stems were observed at sandier sites, indicating that when winter rain conditions are met, this species may be present in the Preserve. Areas of highest infestation are sandy sites along transmission lines or roads where wind-blown sand may disperse seeds.

Mediterranean grass (*Schismus arabica*, *S. barbata*, Cal-IPC Limited) is low, tufted, annual grass that is widespread in disturbed desert areas in California (Cal-IPC 2013). Mediterranean grass contributes to conversion of desert scrubland to low-value non-native annual grassland, by carrying shrub-killing groundfires across formerly open areas. Areas with herbaceous layers dominated by Mediterranean grass were observed adjacent to U.S. Interstate 10.

Unauthorized activities

Currently, there is minimal illegal off-highway vehicle (OHV) incursion into the Preserves. However, illegal OHV use constitutes one of the main potential threats to the Preserves. OHV use degrades native habitat by modifying hydrological regimes and spreading weeds, and can injure or kill native wildlife. Minimal OHV incursion can likely be attributed to well-behaved OHV clubs in the region and active management by Wildlands to find and block new incursions before they become a new road or established trail. We observed a number of methods used to keep OHVs off preserve lands – signs, replanting of salvaged cacti, and the use of salvaged ironwood stumps in key locations. From the air, we observed locations where Wildlands staff had physically obscured unauthorized tracks with hand tools.

Fire risk

The primary resource in the Preserves at risk from fire is native desert scrubland. The highest fire risk exists in areas that are infested with Saharan mustard or Mediterranean grass, particularly along Interstate 10, roads, or other disturbed areas.

Trash

There is minimal trash present in the Preserves. Most trash is located in old homestead settlements. Only a few dumping sites were observed during the monitoring visit.

Recommendations

- Continue to discourage and prevent illegal OHV use in the Preserves to the greatest extent feasible;
- Remove trash within observed dumping sites;
- Implement weed management activities on a periodic basis throughout the Preserves as needed, particularly to reduce fire risk presented by Saharan mustard and Mediterranean grass.

Sources Cited

Baldwin, B.G. et al. (eds). 2012. The Jepson Manual: Vascular Plants of California, Second Edition. University of California Press. Berkeley, California.

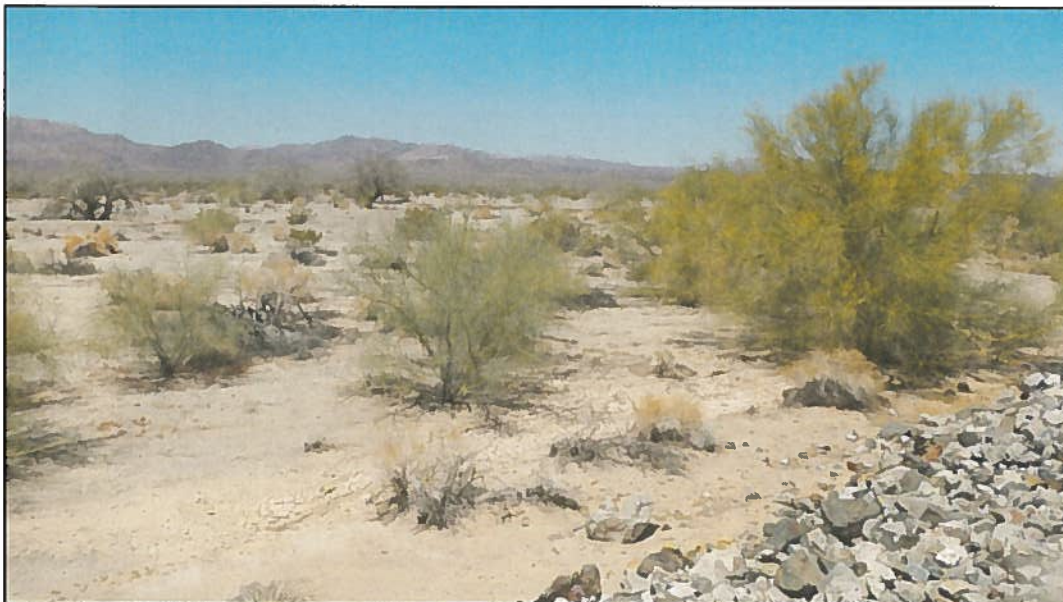
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Appendix A. Site Photographs

Western Sonoran Preserve (WSP 4-6). Ironwood in wash surrounded by creosote bush scrub, a typical vegetation pattern in many of the Preserves.



Western Sonoran Preserve (WSP 4-4&5). Blue Palo Verde in bloom in a high energy dry wash.



Western Sonoran Preserve (WSP 4-2). Extremely high quality Palo Verde- Ironwood woodland, abutting Joshua Tree National Park.



Western Sonoran Preserve (WSP 1-10). Creosote bush with brittle bush (*Encelia*) understory.



Western Sonoran Preserve (WSP 5-1). High quality desert tortoise habitat, with cactus forest and high native herbaceous cover.



Western Sonoran Preserve (WSP 1-11). Low energy dry wash with high native herb cover. Smoke tree (*Psoralea argophylla*) present in wash.



Western Sonoran Preserve (WSP 3-7). Aerial view of dry wash microphyll woodlands in large washes, surrounded by creosote bush scrub.



Western Sonoran Preserve (WSP 3-10). Aerial view of dry wash microphyll woodlands in large washes, surrounded by creosote bush scrub.



Red Bluff Preserve (RBP 3). Palo Verde - Ironwood woodland in wash. Rocky highlands in background provide raptor nesting habitat.



Red Bluff Preserve (RBP 8). Area adjacent to U.S. I-10 (truck visible in upper left) and BLM road invaded by Mediterranean grass (visible as yellow haze on ground).



Red Bluff Preserve (RBP 2). Former settlement area, note rock amphitheater in foreground. High quality microphyll woodland in wash present in background.



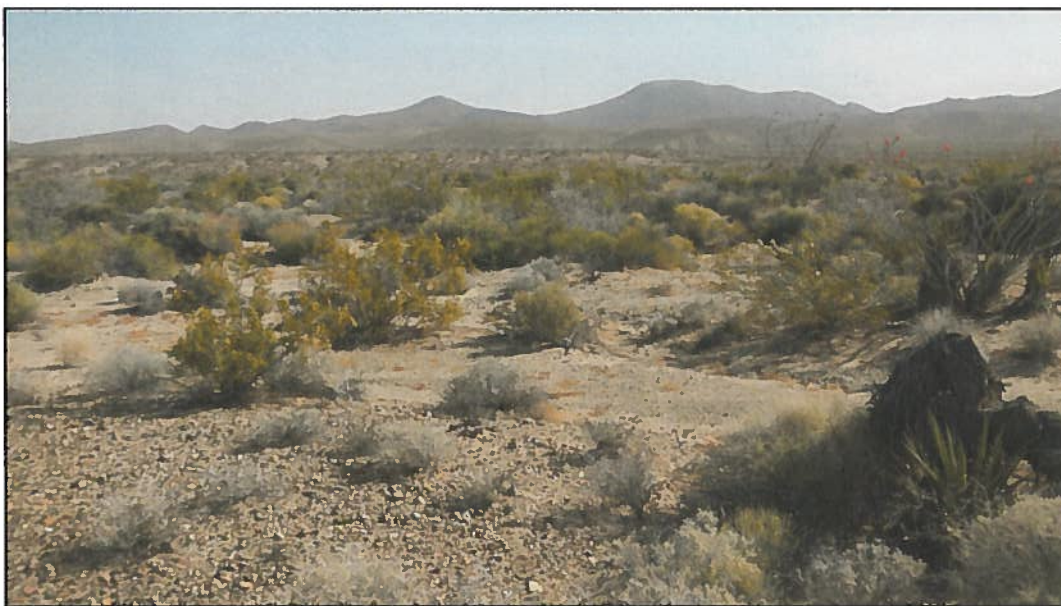
Red Bluff Preserve (RBP 6). High quality desert wash microphyll woodland habitat.



Eastern Colorado Desert Preserve (ECDP 4). Utility pipeline road. Creosote bush scrub habitat, with numerous signs of desert tortoise.



Eastern Colorado Desert Preserve (ECDP 3). Creosote bush and burrobrush (*Ambrosia dumosa*) scrub habitat.



Eastern Colorado Desert Preserve (ECDP 1). Creosote bush – burrobrush scrub with highly diverse low-energy washes.



Eastern Colorado Desert Preserve (ECDP 2). Aerial view of numerous dry washes supporting dry wash microphyll woodland.



Devers-Palo Verde Preserve (DPVP 5-4). Creosote bush scrub in a stabilized dune area. Urban interface has stopped blowing sand input to this area.



Devers-Palo Verde Preserve (DPVP 5-1). One of the few active dump sites in this Preserve. Some mustard stems from 2012 are present in this area.



Devers-Palo Verde Preserve (DPVP 1-3). Aerial view of desert pavements and dry wash microphyll woodlands.



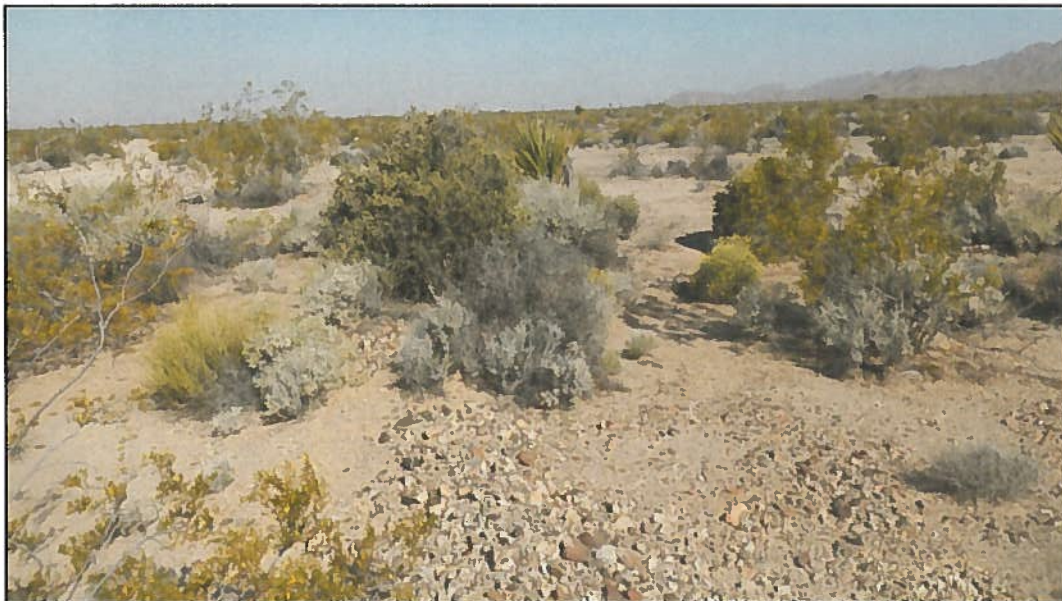
Devers-Palo Verde Preserve (DPVP 2-7). Aerial view of Amy's Wash, with well-developed dry wash microphyll woodland.



Colorado Desert Preserve (CDP 4-10). Low energy dry wash with creosote bush and burrobrush scrub.



Colorado Desert Preserve (CDP 1). Creosote bush and burrobrush scrub upland habitat.



Colorado Desert Preserve (CDP 4-8, 4-9, 4-7). High quality palo verde - ironwood dry wash microphyll woodland.



Colorado Desert Preserve (CDP 5-1). Aerial view of active and stabilized dunes.

