2023-010880
Klamath County, Oregon
12/20/2023 03:27:01 PM
Fee: $477.00

HABITAT MITIGATION AREA AND ACCESS EASEMENT AGREEMENT

THIS HABITAT MITIGATION AREA AND ACCESS EASEMENT AGREEMENT (this "**Agreement**") is effective this 30th day of September, 2022 (the "**Effective Date**"), by and between Gavin Rajnus, L.L.C., an Oregon limited liability company, and its successors and assigns ("**Grantor**"), and Skysol, LLC, an Utah limited liability company, and its successors and assigns ("**Solar Lessee**"). The Klamath Lake Land Trust, a publicly supported, tax-exempt not for profit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and a not for profit nature conservancy corporation under Oregon Revised Statute Section 271.715, and its successors and assigns (the "**Land Trust**") is a party to this Agreement for the purpose of establishing its limited rights of access to the Habitat Mitigation Area and Access Easement (as defined in this Agreement) to monitor compliance by Solar Lessee with the Habitat Mitigation Plan (as defined in this Agreement). Grantor and Solar Lessee may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor and Solar Lessee are parties to that certain Amended and Restated Lease and Easement for a Solar Energy Project dated January 26, 2017 (but effective as of June 18, 2015), as evidenced by that certain Memorandum of Amended and Restated Lease and Easement for a Solar Energy Project dated January 26, 2017, recorded on February 16, 2017, as Instrument Number 2017-001670, Official Public Records, Klamath County, Oregon, as amended by that certain First Amendment to Amended and Restated Lease and Easement for a Solar Energy Project dated December 28, 2018, as evidenced by that certain Memorandum of First Amendment to Amended and Restated Lease and Easement for a Solar Energy Project dated December 28, 2018, recorded on January 15, 2019, as Instrument Number 2019-00431, Official Public Records, Klamath County, Oregon (the "**Solar Lease**"), pursuant to which Solar Lessee has the right to lease certain real property as described in the Solar Lease for a utility-scale solar generation project (the "**Solar Project**").

B. Solar Lessee applied for and received a conditional use permit identified as CUP 21-17 issued by the Planning Commission of Klamath County on November 30, 2017, as extended on October 30, 2019, and as amended by CUP 13-20 on October 23, 2020 (collectively, the "**CUP**" or "**Permit**"). The CUP authorizes Solar Lessee to develop, finance, construct, operate, and decommission a 55-megawatt (AC) solar power electric generating facility in unincorporated Klamath County. Among other conditions, the CUP requires Solar Lessee to develop a plan in consultation with the Oregon Department Fish & Wildlife ("**ODFW**"), to mitigate and minimize potential impacts to wildlife habitat associated with the Solar Project (as may be amended from time to time, the "**Habitat Mitigation Plan**"). The Habitat Mitigation Plan is attached to this Agreement as Exhibit C and incorporated by reference into this Agreement.

C. Pursuant to Section 4.8 of the Solar Lease, Grantor acknowledged that approval from governmental agencies for installation and operation of the Solar Project facilities may require establishment of a habitat mitigation area, and Grantor agreed to contribute available land for this purpose at no additional cost to Solar Lessee.

D. In connection with obtaining the Permit for the Solar Project, Solar Lessee wishes to mitigate for potential impacts to certain habitat by controlling weeded vegetation and enhancing wildlife habitat, in accordance with the Habitat Mitigation Plan on certain portions of Grantor's real property with map tax lot number 4011-00000-06001-000, in the County of Klamath, State of Oregon, as generally depicted on the map attached hereto as Exhibit A (the "**Habitat Mitigation Area**"), and Grantor wishes to grant Solar Lessee an easement for the Habitat Mitigation Area to conduct Solar Lessee's required habitat improvement measures all in accordance with the terms and conditions of this Agreement.

E. As a not for profit organization, the Land Trust's mission is to conserve and enhance the natural legacy of the Upper Klamath Basin for future generations. Accordingly, the Land Trust will access the Habitat Mitigation Area and Access Easement annually, upon prior written notice to Solar Lessee as set forth in this Agreement, for the sole purpose of monitoring Solar Lessee's compliance with its obligations under the Habitat Mitigation Plan.

ARTICLE 1. GRANT OF EASEMENT.

1.1 Habitat Mitigation Area.

(a) For the reasons set forth in the Recitals and in consideration of the mutual covenants, terms, conditions, and restrictions contained in this Agreement, Grantor hereby grants to Solar Lessee an easement for the Habitat Mitigation Area for the purpose of performing any activities authorized under Article 2 of this Agreement, including without limitation for Solar Lessee and its authorized representatives to perform the obligations under the Habitat Mitigation Plan within the Habitat Mitigation Area.

(b) Grantor expressly intends that the Habitat Mitigation Area be utilized by Solar Lessee and such other third parties authorized under this Agreement to implement and/or verify compliance with the Habitat Mitigation Plan within the Habitat Mitigation Area. During the Term of this Agreement, Grantor shall not, and shall not grant any rights to third parties to, use or access the Habitat Mitigation Area in any way that is noncompliant with the Habitat Mitigation Plan or this Agreement.

(c) The final location of the Habitat Mitigation Area will be determined based on the final layout of the Solar Project. Once the location of the Habitat Mitigation Area is finalized, Solar Lessee shall engage a surveyor, at Solar Lessee's cost, to prepare a legal description and map of the Habitat Mitigation Area, and Exhibit A to this Agreement shall be updated to include the legal description and the final map of the Habitat Mitigation Area.

1.2 **Access Easement**. Grantor hereby grants an easement for access to the Habitat Mitigation Area (the "**Access Easement**") to Solar Lessee, the Land Trust, ODFW and any other parties that may reasonably require access to the Habitat Mitigation Area to implement and/or verify compliance with the Habitat Mitigation Plan. The final location of the Access Easement is pending the final layout of the Solar Project. Once the location of the Access Easement is finalized, Solar Lessee shall engage a surveyor, at Solar Lessee's cost, to prepare a legal description and map of the Access Easement, and Exhibit B to this Agreement shall be updated to include the legal description and the final map of the Access Easement. Solar Lessee shall maintain the Access Easement.

ARTICLE 2. EASEMENT PURPOSE.

2.1 **Permitted Uses**. The Habitat Mitigation Area will be used by Solar Lessee and its authorized representatives for compensatory mitigation as set forth in the Habitat Mitigation Plan, the Permit, and any other habitat improvement plan developed by Solar Lessee and/or its authorized representatives in connection with the Solar Project (the "**Permitted Use**"). Solar Lessee shall maintain, and shall ensure that its authorized representatives maintain, the Habitat Mitigation Area in accordance with the terms of the Habitat Mitigation Plan, the Permit, and any other habitat improvement plan developed by Solar Lessee and/or its authorized representatives in connection with the Solar Project.

(a) Solar Lessee and its authorized representatives have the right to enter the Habitat Mitigation Area at any times and for any purpose reasonably necessary to conduct any activities that constitute a Permitted Use under this Agreement, including without limitation activities related to habitat restoration, improvement, fire control, monitoring, and maintenance, such as, but not limited to, completion of surveys, planting, seeding, and fertilization of vegetation, removal of nonnative or invasive plant species, other vegetation management, removal of introduced animal species, and installation of irrigation systems as may be needed for initial success of the plantings, boundary markers, fences, or gates.

(b) Installation of new roads, buildings or other structures is prohibited within the Habitat Mitigation Area. Cattle grazing shall be prohibited in the Habitat Mitigation Area for at least two growing seasons after initial restoration has been established. Once permitted, cattle grazing within the Habitat Mitigation Area shall be restricted based on the use of an appropriate AUM (Animal Unit Month) to be developed in consultation with ODFW to prevent overgrazing. The Habitat Mitigation Area may not be used for land development, industrial, commercial, or residential purposes or any other purpose or use inconsistent with this Agreement or the terms and conditions of the Habitat Mitigation Plan, the Permit, and any other habitat improvement plan developed by Solar Lessee or its authorized representatives in connection with the Solar Project.

2.2 **Land Trust Limited Right of Entry to Access Easement and Habitat Mitigation Area**. The Parties and the Land Trust acknowledge and agree that the Land Trust shall have the right to enter the Access Easement (solely for the purpose of accessing the Habitat Mitigation Area) and the Habitat Mitigation Area to monitor Solar Lessee's compliance with the Habitat Mitigation Plan; provided, that the Land Trust or its authorized agents submit advance notice to Solar Lessee by electronic mail at ***Legal@174PowerGlobal.com*** no less than 72 hours prior to the first day of entry (for entry on consecutive days) or each day of entry (for entry on non-consecutive days) and be accompanied by Solar Lessee or its authorized representative. The Land Trust's right to enter the Access Easement and access the Habitat Mitigation Area shall be conditioned upon the availability of Solar Lessee or its authorized representative to accompany the Land Trust at the Access Easement and Habitat Mitigation Area, and Solar Lessee will make commercially reasonable efforts to accommodate the Land Trust's requests for such entry.

2.5 **ODFW Limited Right of Entry to Access Easement and Habitat Mitigation Area**. The Parties and the Land Trust acknowledge and agree that ODFW shall have the right to enter the Access Easement (solely for the purpose of accessing the Habitat Mitigation Area) and the Habitat Mitigation Area to monitor compliance with and enforce Solar Lessee's obligations under the Habitat Mitigation Plan; provided, that authorized agents of ODFW submit advance notice to Solar Lessee by electronic mail at ***Legal@174PowerGlobal.com*** no less than 72 hours prior to the first day of entry (for entry on consecutive days) or each day of entry (for entry on non-consecutive days) and be accompanied by Solar Lessee or its authorized representative. ODFW's right to enter the Access Easement and Habitat Mitigation Area shall be conditioned upon the availability of Solar Lessee or its authorized representative to accompany ODFW at the Access Easement and Habitat Mitigation Area, and Solar Lessee will make commercially reasonable efforts to accommodate ODFW's requests for such entry.

ARTICLE 3. TERM.

The term of this Agreement shall commence on the Effective Date and shall be coterminous with the term of the Solar Lease, including any extension or renewal periods (the "**Term**").

ARTICLE 4. CONSIDERATION; COMPENSATION.

In consideration of the rights granted hereunder, consideration for the Habitat Mitigation Area has been tendered to Grantor pursuant to the terms of the Solar Lease. Solar Lessee shall pay the Land Trust compensation for monitoring Solar Lessee's compliance with the Habitat Mitigation Plan pursuant to a Professional Services Agreement to be entered into by and between Solar Lessee and the Land Trust.

ARTICLE 5. EFFECT OF THIS AGREEMENT AND GOVERNING LAW.

Grantor and Solar Lessee hereby agree that all of the obligations contained in this Agreement touch and concern the Habitat Mitigation Area and Access Easement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Habitat Mitigation Area and Access Easement and each of Grantor's and Solar Lessee's present or future estate or interest therein and upon each of Grantor and Solar Lessee, their respective heirs,

administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Habitat Mitigation Area and Access Easement (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Solar Lessee and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Solar Project. To the extent any of the provisions of this Agreement are not enforceable as easement running with the land or the status of such as appurtenant is extinguished, Grantor and Solar Lessee agree that they shall be as assignable and alienable easements in gross. Any instrument of transfer, conveyance, or encumbrance of the Habitat Mitigation Area or Access Easement, or any part of the Habitat Mitigation Area or Access Easement, must be subject to this Agreement. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Oregon.

ARTICLE 6. NO PUBLIC DEDICATION.

This Agreement shall not be construed as a gift or dedication of the Habitat Mitigation Area or the Access Easement to the general public or any governmental agency, nor as a right of use or access by members of the general public.

ARTICLE 7. INDEMNITY.

Except with respect to any claim, loss or liability arising from a breach of this Agreement by Grantor or Grantor's gross negligence, willful misconduct or fraud, each of Solar Lessee and the Land Trust and their respective successors and assigns shall forever defend, indemnify, and hold Grantor harmless from any claim, loss, or liability arising out of or in any way connected with the entry onto the Habitat Mitigation Area and Access Easement by Solar Lessee and the Land Trust, respectively, and their authorized representatives, or any exercise by each of Solar Lessee and the Land Trust of the rights created in this Agreement. For the avoidance of doubt, the liability and obligations of Solar Lessee and the Land Trust to Grantor under this Article 7 shall be individual and not joint and several.

Except with respect to any claim, loss or liability arising from a breach of this Agreement by Solar Lessee or Solar Lessee's gross negligence, willful misconduct or fraud, each of Grantor and the Land Trust and their respective successors and assigns shall forever defend, indemnify, and hold Solar Lessee harmless from any claim, loss, or liability arising out of or in any way connected with the entry onto the Habitat Mitigation Area and Access Easement by Grantor and the Land Trust, respectively, and their authorized representatives, or any exercise by each of Grantor and the Land Trust of the rights created in this Agreement. For the avoidance of doubt, the liability and obligations of Grantor and the Land Trust to Grantor under this Article 7 shall be individual and not joint and several.

ARTICLE 8. SOLAR LESSEE'S RIGHT TO TERMINATE.

Solar Lessee shall have the right to terminate this Agreement at any time, effective upon written notice to Grantor from Solar Lessee. Such termination shall not relieve Solar Lessee from the indemnity obligations of Solar Lessee hereunder with respect to events resulting in an indemnification claim occurring prior to such termination. Solar Lessee also must provide written

notice of termination of this Agreement to the Land Trust no later than 10 days after the effective date of such termination.

ARTICLE 9. GENERAL PROVISIONS.

9.1 **Amendment**. No part of this Agreement may be amended except by an instrument executed by both Grantor and Solar Lessee and agreed to by the Land Trust.

9.2 **Severability**. If any provision of this Agreement is or becomes illegal or unenforceable for any reason, the remaining provisions will remain in full force and effect.

9.3 **Legal Fees**. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party(ies) such sum as the court may adjudge reasonable as attorneys' fees at trial, on petition for review, or on appeal, in addition to all other sums provided by law.

9.4 **Grantor's Authority**. Grantor represents and warrants that Grantor is the sole owner of the Habitat Mitigation Area and has the unrestricted right and authority to execute this Agreement and to grant to Solar Lessee and the Land Trust the rights granted hereunder. All persons or entities having any ownership interest in the Habitat Mitigation Area are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor and Grantor's successors and assigns in accordance with its terms.

9.5 **Further Assurances**. Each of Grantor, Solar Lessee and the Land Trust agree to cooperate with the other party(ies) and to execute any additional documents reasonably necessary or proper to carry out the provisions and spirit of this Agreement.

9.6 **Assignment and Right to Mortgage.** Solar Lessee may, without Grantor's consent or approval, assign, transfer or otherwise set over all or any part of its interest in this Agreement, and the rights, privileges and easements herein granted. Any member of Solar Lessee shall have the right without Grantor's consent to transfer any membership interest in Solar Lessee to one or more persons or entities. Solar Lessee may, without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement, and the rights, privileges and easements herein granted (collectively, the "**Conservation Assets**"), to an institutional lender or other party or parties providing construction, term or working capital financing or equity investment for the Solar Project, which said security interests in all or a part of the Conservation Covenant Assets are collectively referred to herein as "**Mortgages**" and the holders of the Mortgages, their designees and assigns are referred to herein as "**Mortgagees**". Under no circumstances shall any Mortgagee have any greater rights of ownership or use of the Habitat Mitigation Area than the rights granted to Solar Lessee in this Agreement. The Mortgagee shall have the absolute right, but not the obligation, to substitute itself for Solar Lessee, and to perform the duties of Solar Lessee hereunder for purposes of curing any event of default by Solar Lessee. If such Mortgagee must foreclose on Solar Lessee's interest or otherwise take possession of Solar Lessee's interest under this Agreement to cure any default hereunder, Mortgagee shall provide prior written notice to Grantor

of its intention to cure following completion of such foreclosure and such Mortgagee a reasonable period of time to complete such foreclosure to cure such default. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Habitat Mitigation Area to complete such performance with all of the rights and privileges of Solar Lessee hereunder.

9.7 **Estoppel Certificates**. Grantor shall promptly (and in any event, within 10 days from the date of the Grantor's request) execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case) and consent to assignment and non-disturbance agreements as Solar Lessee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Solar Lessee shall cooperate in (i) amending this Agreement from time to time to include any provision that may be reasonably requested by Solar Lessee or Grantor or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest and (ii) executing any documents which may reasonably be required by Solar Lessee or a Mortgagee.

9.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

9.9 **Overburdening**. Grantor hereby agrees that (i) no use of or improvement to the Habitat Mitigation Area and (ii) no apportionment or granting of a sub-easement or assignment thereof shall, separately or in the aggregate, constitute an overburdening of the Habitat Mitigation Area and no act or failure to act on the part of Solar Lessee shall be deemed to constitute an abandonment, surrender or termination thereof.

9.10 **Grantor's Representation**. To the best of Grantor's knowledge, (a) no underground tanks are now located or at any time in the past have been located on the Habitat Mitigation Area or any portion thereof, (b) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any law (each, a "**Hazardous Material**") has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Habitat Mitigation Area or any portion thereof other than as permitted by all health, safety and other laws (each, an "**Environmental Law**") that govern the same or are applicable thereto and (c) there are no other substances, materials or conditions in, on or emanating from the Habitat Mitigation Area or any portion thereof which may support a claim or cause of action under any Environmental Law. Grantor has not received any notice or other communication from any governmental authority alleging that the Habitat Mitigation Area is in violation of any Environmental Law.

9.11 **Entire Agreement**. This Agreement constitutes the entire agreement among the Parties and the Land Trust, and all prior or contemporaneous proposals, understandings and representations, whether oral or written, shall be deemed to have been merged herein and superseded hereby.

9.12 **Notices.** Except as specifically set forth in Article 2 of this Agreement, any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail,

with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, with confirmation by email, addressed as follows:

If to Grantor: Gavin Rajnus, L.L.C.
c/o Gavin Rajnus
20570 Paygr Road
Malin, OR 97632

If to Solar Lessee: Skysol, LLC
c/o 174 Power Global
300 Spectrum Center Drive, Suite 1020
Irvine, CA 92618
Attn: Legal Department
Legal@174PowerGlobal.com

If to the Land Trust:

For purposes of notices under this Agreement:
Klamath Lake Land Trust
4832 Driftwood Drive
Klamath Falls 97603
Attn: Executive Director

But for general communications:
Klamath Lake Land Trust
PO Box 5142
Klamath Falls, OR 97601
Attn: Executive Director

If to any Mortgagee: To the address(es) indicated in the notice(s) to Grantor provided under Section 9.6 or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

9.13. **Waiver.** The waiver of any covenant, condition, or agreement contained herein shall not vitiate this Agreement or the terms, covenants, conditions or provisions herein. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

9.14 **Taxes.** Grantor shall pay when due, all real property taxes and assessments levied against the real property that includes the Habitat Mitigation Area and the improvements located thereon, by a governmental body (collectively, "**Grantor's Taxes**"). Grantor shall promptly send to Solar Lessee evidence that the Taxes have been paid by Grantor. To the extent available from the taxing authority, Solar Lessee shall also be entitled to receive a copy of each tax bill from the taxing authority during the term of this Agreement. In the event Grantor fails to pay the Grantor's

Taxes against the real property that includes the Habitat Mitigation Area, Solar Lessee may take any and all lawful steps to protect its interests in the Habitat Mitigation Area and this Agreement.

9.15 **Recording.** Solar Lessee shall have the right to record this Agreement at any time in the official records of Klamath County, Oregon. Within thirty (30) days of the termination of this Agreement, the Parties shall execute a termination of this Agreement which either Party may record in the official records of Klamath County, Oregon.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Grantor, Solar Lessee and the Land Trust have executed this Agreement as of the Effective Date.

GRANTOR:
Gavin Rajnus, L.L.C.,
an Oregon limited liability company

By: D. Gavin Rajnus
D. Gavin Rajnus
Its: Operating Manager

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on May 27, 2022, by D. Gavin Rajnus.

Isaac Dewayne Nunn
Notary Public for Oregon
My commission expires: March 14, 2025

OFFICIAL STAMP
ISAAC DEWAYNE NUNN
NOTARY PUBLIC - OREGON
COMMISSION NO. 1009901
MY COMMISSION EXPIRES MARCH 14, 2025

SOLAR LESSEE:

Skysol, LLC,
an Utah limited liability company

By: Hanwha Total Solar II, LLC
Its: Sole Member

By: _____
Name: Ik Pyo Kim
Title: Co-CEO

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Orange }

On April 28, 2022 before me, Julija Baldvin, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Ik Pyo Kim
Name(s) of Signer(s)

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.

JULIJA BALDVIN
Notary Public - California
Orange County
Commission # 2399472
My Comm. Expires Apr 2, 2026

Place Notary Seal and/or Stamp Above

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 Julija Baldvin
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

Klamath Lake Land Trust:

By: _____
Name: Megan Skinner
Title: President, Board of Directors

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on September 30th, 2022, by Klamath Lake Land Trust.

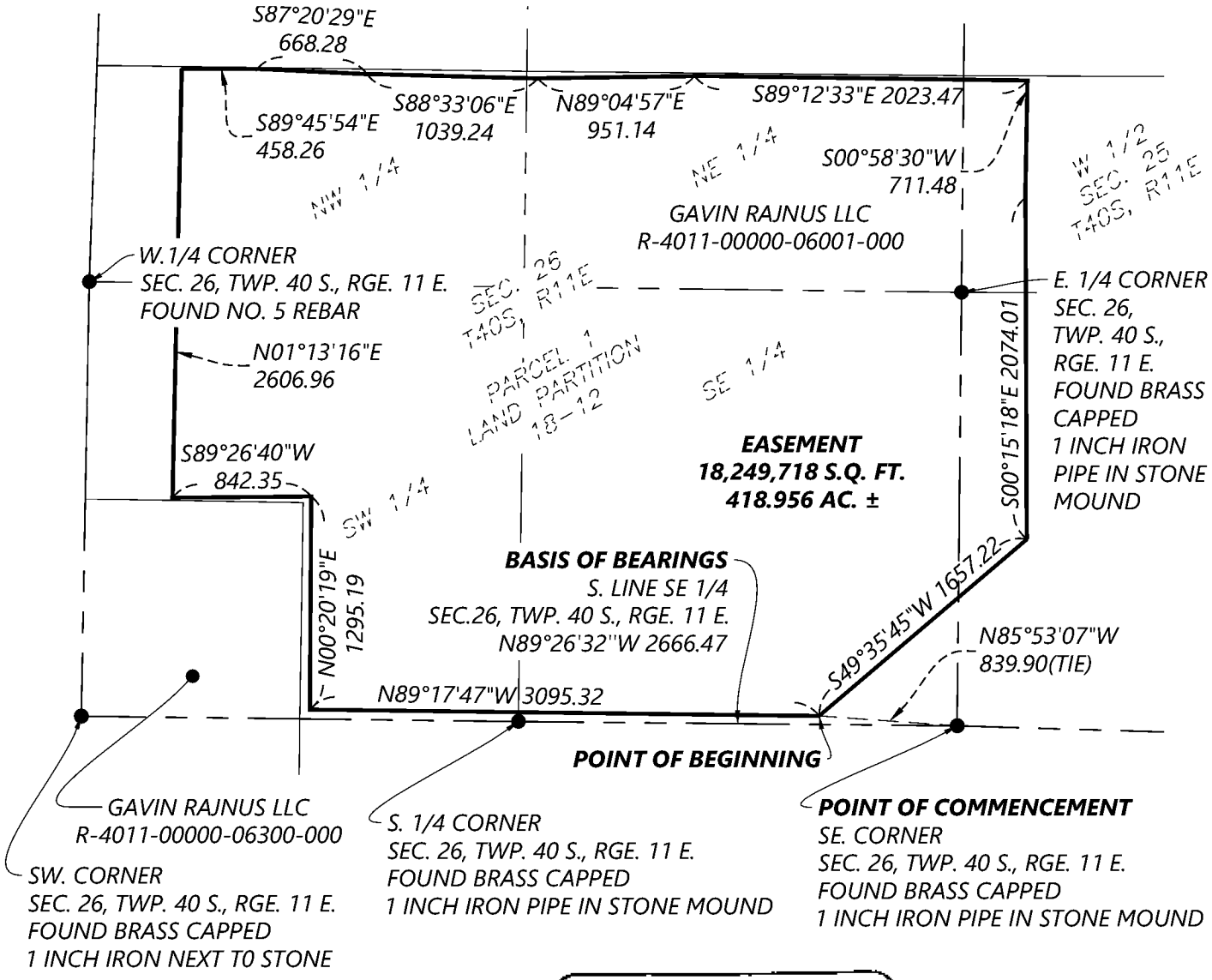
_____
Notary Public for Oregon
My commission expires: March 23, 2026

OFFICIAL STAMP
JACQULYN MARIE PAULSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 1023135
MY COMMISSION EXPIRES MARCH 23, 2026

EXHIBIT A

Legal Description and Map of Habitat Mitigation Area

SEE ATTACHED.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2017
KRIS WROOLIE
92080

EXPIRES: 6/30/24

LEGEND:

- ● FOUND MONUMENT (SEE LABEL)
- QUARTER SECTION LINE
- — - - — SECTION LINE
- ━━━ EASEMENT AREA
- ——— PARCEL LINE
- - - - - - TIE

N

0' 1000' 2000' 3000'

1" = 1000'

SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

HABITAT MITIGATION EASEMENT AREA

SHEET: 1 OF 2
DATE: 12/12/2023

Westwood

Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
westwoodps.com

Westwood Professional Services, Inc.

LEGAL DESCRIPTION

AN EASEMENT OVER AND ACROSS A PORTION OF PARCEL 1 OF LAND PARTITION 18-12 BEING A REPLAT OF PARCEL 1 OF LAND PARTITION 56-96, SITUATED IN SECTIONS 25, 26, 35 AND 36, ALL IN TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLIAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND DULY RECORDED ON FEBRUARY 26, 2013 IN 2013-002139, RECORDS OF KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

***COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 26 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 26 BEARS NORTH 89 DEGREES 26 MINUTES 32 SECONDS WEST, A DISTANCE OF 2,666.47 FEET;*

*THENCE NORTH 85 DEGREES 53 MINUTES 07 SECONDS WEST, A DISTANCE OF 839.90 FEET TO THE **POINT OF BEGINNING**;*

THENCE NORTH 89 DEGREES 17 MINUTES 47 SECONDS WEST, A DISTANCE OF 3,095.32 FEET;

THENCE NORTH 00 DEGREES 20 MINUTES 19 SECONDS EAST, A DISTANCE OF 1,295.19 FEET;

THENCE SOUTH 89 DEGREES 26 MINUTES 40 SECONDS WEST, A DISTANCE OF 842.35 FEET;

THENCE NORTH 01 DEGREES 13 MINUTES 16 SECONDS EAST, A DISTANCE OF 2,606.96 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 54 SECONDS EAST, A DISTANCE OF 458.26 FEET;

THENCE SOUTH 87 DEGREES 20 MINUTES 29 SECONDS EAST, A DISTANCE OF 668.28 FEET;

THENCE SOUTH 88 DEGREES 33 MINUTES 06 SECONDS EAST, A DISTANCE OF 1,039.24 FEET;

THENCE NORTH 89 DEGREES 04 MINUTES 57 SECONDS EAST, A DISTANCE OF 951.14 FEET;

THENCE SOUTH 89 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 2,023.47 FEET;

THENCE SOUTH 00 DEGREES 58 MINUTES 30 SECONDS WEST, A DISTANCE OF 711.48 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 18 SECONDS EAST, A DISTANCE OF 2,074.01 FEET;

*THENCE SOUTH 49 DEGREES 35 MINUTES 45 SECONDS WEST, A DISTANCE OF 1,657.22 FEET TO THE **POINT OF BEGINNING.***

CONTAINING 18,249,718 SQUARE FEET OR 418.956 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALL DISTANCES, AREAS, AND BEARINGS ARE GRID BASED ON OREGON STATE PLANE SOUTH NAD 83(2011 ADJUSTMENT)

Westwood

Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
westwoodps.com

Westwood Professional Services, Inc.

SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

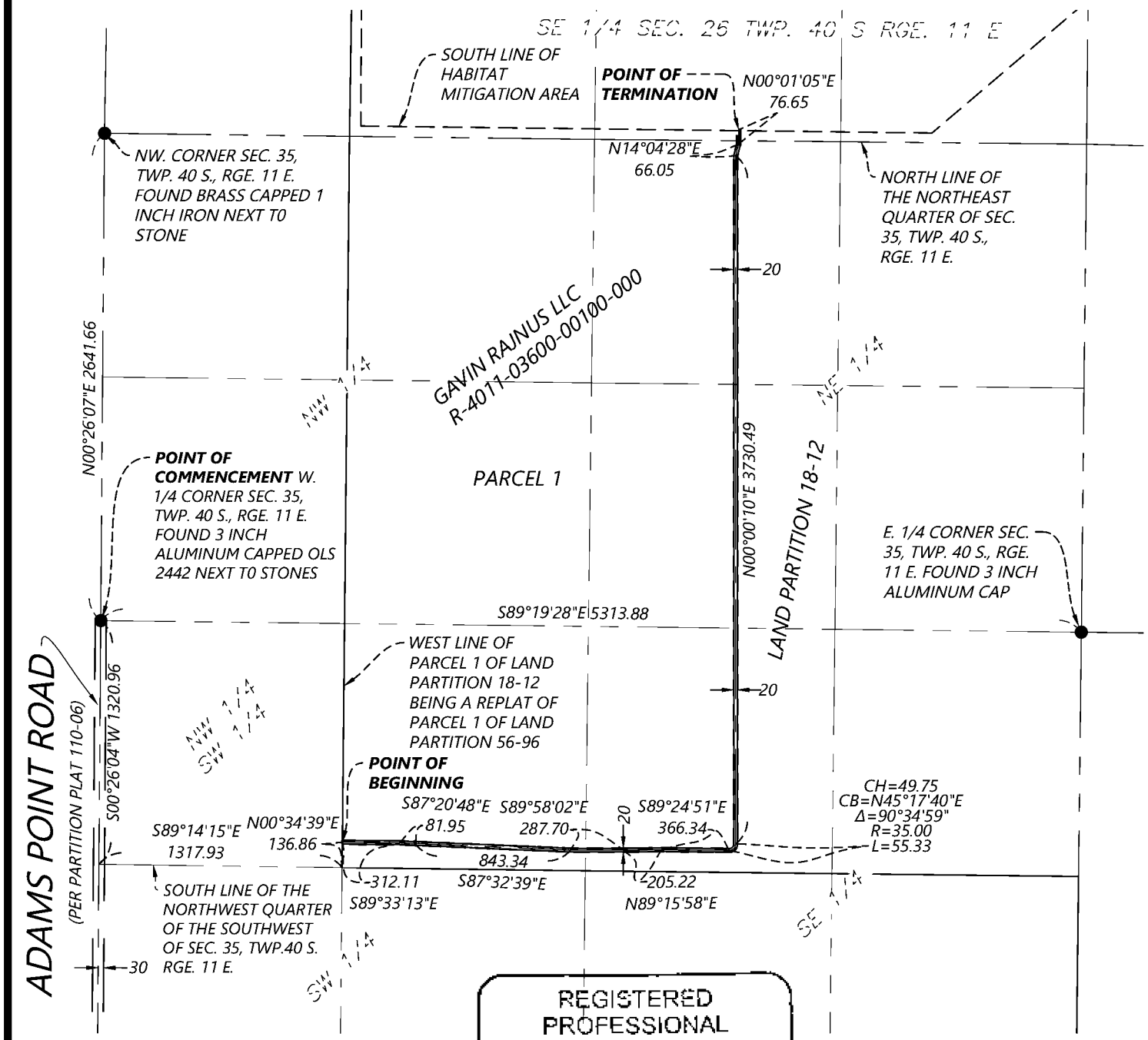
HABITAT MITIGATION EASEMENT AREA

SHEET: 2 OF 2
DATE: 12/12/2023

EXHIBIT B

Access Easement

SEE ATTACHED.



LEGEND:

- FOUND MONUMENT (SEE LABEL)
- 16TH SECTION LINE
- SECTION AND QUARTER SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- EASEMENT CENTERLINE LINE
- PARCEL LINE

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 11, 2017
KRIS WROOLIE
92080

EXPIRES: 6/30/24

N

0' 800' 1600' 2400'

1" = 800'

SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

ODFW Access Easement #2

SHEET: 1 OF 2
DATE: 11/02/2023

Westwood

Phone (952) 937-5150
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Toll Free (888) 937-5150
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
westwoodps.com

Westwood Professional Services, Inc.

A 20 FOOT EASEMENT, 10 FEET ON BOTH SIDES OF CENTERLINE, BEING A PORTION OF PARCEL 1 OF LAND PARTITION 18-12 BEING A REPLAT OF PARCEL 1 OF LAND PARTITION 56-96, SITUATE IN SECTION 25, 26, 35 AND 36, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLIAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND DULY RECORDED ON FEBRUARY 26, 2013 IN 2013-002139, RECORDS OF KLAMATH COUNTY, OREGON, CENTERLINE DESCRIBED AS FOLLOWS:

***COMMENCING** AT THE WEST QUARTER CORNER OF SAID SECTION 35 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 35 BEARS NORTH 00 DEGREES 26 MINUTES 07 SECONDS EAST, A DISTANCE OF 2,641.66 FEET;*

THENCE SOUTH 00 DEGREES 26 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 35 A DISTANCE OF 1,320.96 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER SAID SECTION 35;

THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1,317.93 FEET TO THE WEST LINE OF SAID PARCEL 1;

*THENCE NORTH 00 DEGREES 34 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 136.86 FEET TO THE **POINT OF BEGINNING**;*

THENCE SOUTH 89 DEGREES 33 MINUTES 13 SECONDS EAST, A DISTANCE OF 312.11 FEET;

THENCE SOUTH 87 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 81.95 FEET;

THENCE SOUTH 87 DEGREES 32 MINUTES 39 SECONDS EAST, A DISTANCE OF 843.34 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST, A DISTANCE OF 287.70 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 58 SECONDS EAST, A DISTANCE OF 205.22 FEET;

THENCE SOUTH 89 DEGREES 24 MINUTES 51 SECONDS EAST, A DISTANCE OF 366.34 FEET;

THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 34 MINUTES 59 SECONDS, A CHORD THAT BEARS NORTH 45 DEGREES 17 MINUTES 40 SECONDS EAST, WITH A CHORD LENGTH OF 49.75 FEET, A DISTANCE OF 55.33 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST TANGENT TO SAID CURVE, A DISTANCE OF 3,730.49 FEET;

THENCE NORTH 14 DEGREES 04 MINUTES 28 SECONDS EAST, A DISTANCE OF 66.05 FEET;

*THENCE NORTH 00 DEGREES 01 MINUTES 05 SECONDS EAST, A DISTANCE OF 76.65 FEET TO A **POINT OF TERMINATION**.*

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE ON WEST AT THE WEST LINE OF SAID PARCEL 1 AND ON THE NORTH AT RIGHT ANGLES FROM SAID POINT OF TERMINATION.

CONTAINING 120,504 SQUARE FEET OR 2.766 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALL DISTANCES, AREAS, AND BEARINGS ARE GRID BASED ON OREGON STATE PLANE SOUTH NAD 83(2011 ADJUSTMENT).

Westwood

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SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

ODFW Access Easement #2

SHEET: 2 OF 2
DATE: 11/02/2023

EXHIBIT C

Habitat Mitigation Plan

See attached.

Stantec

Habitat Mitigation Plan

Skysol Solar Project

March 1, 2022

Prepared for:

Skysol, LLC
300 Spectrum Center Drive, Suite 1020
Irvine, CA 92618

Prepared by:

Stantec Consulting Services, Inc.
601 SW Second Avenue,
Suite 1400
Portland, OR 97204

Table of Contents

LIST OF TABLES

LIST OF FIGURES

LIST OF APPENDICES

Abbreviations

gen-tie	generation tie
HMP	Habitat Mitigation Plan
ODFW	Oregon Department of Fish and Wildlife
Project	Skysol Solar Project

1.0 INTRODUCTION

This habitat mitigation plan describes offsite compensatory mitigation approach and measures for the Skysol Solar Project (Solar Project), a photovoltaic solar generation facility to be constructed, owned, and operated by Skysol, LLC near Malin, Oregon. The Solar Project disturbance area includes about 329.9 acres of private lands about 4 miles northwest of Malin, Oregon. This Habitat Mitigation Plan (HMP) describes how Skysol, LLC will mitigate the Solar Project's unavoidable impacts on wildlife habitats in compliance with Oregon's Fish and Wildlife Habitat Mitigation Policy (Oregon Administrative Rule 635-415-0000).

2.0 SOLAR PROJECT IMPACTS

2.1 SOLAR PROJECT IMPACT AREAS

Construction of the solar arrays will not require surface disturbance in all areas within the perimeter fences; however, the Oregon Department of Fish and Wildlife (ODFW) considers all lands within perimeter fences permanently impacted because larger animals, such as big game, will be excluded. The three solar array areas will be connected by access/utility corridors, which will not be fenced in. The gen-tie line will consist of about 22 wooden single-circuit tangent towers, each 70 to 90 feet tall and spaced 240 to 375 feet apart, depending on local topography and slope. Each tower will consist of two vertical wooden poles installed in the ground, connected near the top by a horizontal crossbar. Each pole will require a 40-foot by 40-foot work area and two 3-foot-diameter permanent disturbance areas (for wooden H-frame style of poles). However, the Project will clear western junipers (*Juniperus occidentalis*) within a 50-foot-wide corridor centered on the gen-tie line, resulting in permanent impacts on juniper woodlands within the corridor. Table 1 summarizes the impacts associated with the Project facilities.

Table 1: Project Impacts

Project Component	Permanent Impacts (acres)
Solar Arrays[1]	317.31
Array Connector Roads and Utility Corridors[2]	0.64
Gen-tie Line[3]	6.74
Substation and Switchyard	3.10
Substation Access Road[4]	2.09
Total	**329.88**

Notes:

1. Includes all areas within the solar array perimeter fences (Solar Array Areas A, B, and C).
2. Includes three 16-foot-wide access roads connecting the three solar array areas that will be used for vehicle access, and four adjacent underground collector system conduits.
3. Includes the 1.17-mile-long portion of the gen-tie line that is outside of the solar arrays' fence lines. Junipers will be removed in a 50-foot-wide corridor along 1.09 miles of the 1.17-mile long gen-tie line. Impacts in the remaining 0.08 miles consist of a 20-foot-wide access road and two 40-foot by 40-foot work areas.
4. Includes widening of existing 12-foot wide, 0.65-mile-long unpaved access road to substation and switchyard.

2.2 HABITAT TYPES IMPACTED BY THE PROJECT

Project ecologists reviewed aerial imagery and conducted field habitat assessments in a study area consisting of the proposed Project area and adjacent areas owned by the same landowner. The habitat assessment included characterizations of the phase of western juniper succession. The ecologists

determined western juniper succession phases using *Western Juniper Field Guide: Asking the Right Questions to Select Appropriate Management Actions* (Miller et al. 2007).

The three phases of western juniper succession are summarized as follows:

- **Phase 1**: Early woodland succession, with the tree canopy open and actively expanding. The tree canopy cover is less than 10 percent, and the shrub layer is intact.
- **Phase 2**: Mid woodland succession, with the tree canopy actively expanding. The tree canopy cover is 10 to 30 percent, and the shrub layer ranges from nearly intact to significant thinning.
- **Phase 3**: Late woodland succession, with the tree canopy expansion nearly stable. The tree canopy cover is more than 30 percent, and the shrub layer is more than 75 percent dead or absent.

Project ecologists identified seven habitat types within the proposed Project area using a combination of base habitat types and juniper succession phases: sagebrush shrubland, sagebrush shrubland (Phase 1), western juniper woodland (Phase 2), western juniper woodland (Phase 3), non-sagebrush shrubland, active agriculture, and fallow agriculture. The habitat types are summarized below.

2.2.1 Sagebrush Shrubland

Big sagebrush (*Artemisia tridentata*) dominated this habitat type, with about 20 percent cover by mature plants standing 3 to 7 feet tall. Western juniper or other trees contributed less than 2 percent cover in this habitat. Rubber rabbitbrush (*Ericameria nauseosa*) contributed 10 percent cover, with an average height of 3 feet. The herbaceous layer collectively made up 50 percent cover and was dominated by cheatgrass (*Bromus tectorum*), invasive mustards (*Brassica* sp. or *Sisymbrium* sp.), erodium (*Erodium* sp.) and big squirreltail (*Elymus* sp.). There was little bare ground in this habitat type. The sagebrush shrubland habitat area was surrounded by western juniper woodlands with Phase 2 and Phase 3 western juniper succession.

2.2.2 Sagebrush Shrubland (Phase 1)

This habitat type consisted of sagebrush shrubland with Phase 1 juniper succession. Big sagebrush dominated this habitat type with about 20 to 40 percent cover by mature plants standing 2 to 7 feet tall and averaging 4 feet tall. There was no other dominant shrub species. Western junipers ranged from 2 to 10 percent cover, with typical heights from 6 to 12 feet. The herbaceous layer ranged from 5 to 20 percent cover and was dominated by cheatgrass, crested wheatgrass (*Agropyron cristatum*), and squirreltail. Bare ground composed up to 30 percent cover.

2.2.3 Western Juniper Woodland (Phase 2)

This habitat type consisted of western juniper woodland with Phase 2 juniper succession. Western juniper typically ranged from 15 to 30 percent cover in this habitat type with tree heights from 6 to 15 feet. In some areas, the shrub layer was dominated by big sagebrush and rubber rabbitbrush, with each typically contributing 5 to 10 percent cover, and sometimes up to 20 percent cover. In other areas, shrubs were absent or present in isolated patches only. The herbaceous layer consisted of perennial bunchgrasses,

including varying mixtures of Sandberg bluegrass (*Poa secunda*), *Stipa* sp., and *Calamagrostis* sp., each typically contributing 5 to 10 percent cover. Annual grasses contributed less than 5 percent cover and often consisted of cheatgrass and medusahead (*Taeniatherum caput-medusae*). Bare ground typically exhibited 15 to 30 percent cover.

2.2.4 Western Juniper Woodland (Phase 3)

This habitat type consisted of western juniper woodland with Phase 3 juniper succession. Western juniper typically ranged from 30 to 35 percent cover in this habitat type, with tree heights from 15 to 30 feet. The shrub layer was typically absent or sparse and with some die-off evident; however, isolated patches of shrubs were present. Big sagebrush typically contributed 0 to 3 percent cover. The herbaceous understory in some areas was dominated by annual grasses, including cheatgrass and medusahead, which contributed up to 20 percent cover. The herbaceous layer in other areas was dominated by perennial bunch grasses, including varying mixtures of Sandberg bluegrass, *Stipa* sp., and *Calamagrostis* sp., each typically exhibiting 5 to 10 percent cover and collectively contributing 25 to 30 percent cover. Bare ground ranged from 20 to 50 percent cover.

2.2.5 Non-Sagebrush Shrubland

Ecologists documented one patch of non-sagebrush shrubland in the western portion of the proposed Project area. This area is located between two actively farmed agricultural fields, and aerial imagery indicated that it also has been farmed in recent years. Rubber rabbitbrush was dominant with 20 percent cover and an average height of 3 feet. There was no other dominant shrub species. The herbaceous layer composed 60 percent cover and included a variety of annual grasses; including cheatgrass and cereal rye (*Secale cereale*); invasive mustards; and unidentified bunchgrasses (*Stipa* sp., *Poa* sp., or *Festuca* sp.). Ecologists were not able to identify the bunchgrasses due to the early spring timing of the survey. Bare ground cover was less than 20 percent.

2.2.6 Active Agriculture

Active agriculture in the Project area consisted of lands actively or very recently used for wheat, rye, potato, or hay production. These areas typically contained growing crops or appeared to have been recently tilled.

2.2.7 Fallow Agriculture

Fallow agricultural lands in the Project area had not been actively farmed in 3 to 5 years, and the landowner does not have plans for agricultural use. Cereal rye and cheatgrass dominated fallow agricultural fields, contributing 40 to 50 percent cover and 15 to 25 percent cover, respectively.

Table 2 details the permanent impact acreages for each habitat type within the proposed Project. Figure 1 depicts the habitat types within the study area and the proposed Project.

Table 2: Impact Acreages and Habitat Categories for Project Habitats

Habitat Type	Permanent Impacts (acres)[1]
Category 2 (Mule Deer Winter Range)[2]	
Western Juniper Woodland (Phase 2)	6.48
Western Juniper Woodland (Phase 3)	1.16
Total Category 2	**7.64**
Category 3	
Sagebrush Shrubland	3.90
Sagebrush Shrubland (Phase 1)	41.32
Total Category 3	**45.22**
Category 4	
Western Juniper Woodland (Phase 2)	68.61
Western Juniper Woodland (Phase 3)	36.35
Non-sagebrush Shrubland	16.87
Total Category 4	**121.83**
Total Categories 2-4	**174.69**
Category 5	
Fallow Agriculture	52.79
Total Category 5	**52.79**
Category 6	
Active Agriculture	102.41
Total Category 6	**102.41**
Total	329.89

Notes:

1. All ground disturbance for the Project is considered permanent, including the footprints of permanent Project components, juniper clearance areas along the gen-tie line, and pole installation work areas associated with the gen-tie line.

2. Includes habitat types that fall within the Klamath County designated Goal 5 Significant Resources Big Game Winter Range Overlay for mule deer (*Odocoileus hemionus*), which ODFW considers Category 2 habitat. Active agricultural fields within this overlay (1.68 acres) were considered habitat category 6.

3.0 MITIGATION APPROACH

The applicant has identified two options to comply with the Oregon Fish and Wildlife Habitat Mitigation Policy for Project impacts on wildlife habitats.

3.1 MITIGATION OPTIONS

3.1.1 Habitat Conservation and Uplift with Habitat Mitigation Area and Access Easement Agreement

In the absence of a payment-to-provide mitigation option at the time of preparation of this plan, Skysol, LLC will conserve land and uplift habitats. The Oregon Fish and Wildlife Habitat Mitigation Policy requires that impacts on Category 2 wildlife habitats be mitigated at no net loss of quantity or quality and that mitigation provide a net benefit of habitat quality or quantity. Category 3 and 4 habitats must be mitigated at no net loss of quality or quantity. Category 5 habitats require actions that improve habitat conditions with a goal of a net benefit in habitat quantity or quality. Category 6 habitats do not require mitigation. Although no net loss or net benefit of habitat quantity can theoretically be achieved by conserving habitat at a 1.1:1 mitigation ratio, targeting a larger ratio will allow the Project some leeway (a "buffer") in meeting the post-treatment restoration success criteria. Skysol, LLC will conserve habitat at about a 1.5:1 ratio for the acres of habitat categories 2, 3, and 4 impacted by the Project (174.69 acres), and at about a ratio of 1.1:1 for the acres of habitat category 5 impacted by the Project (52.79 acres), creating a net benefit of habitat quantity. Skysol, LLC selected a 317.58-acre habitat mitigation area located just north of the Project (Figures 1 and 2). Portions of the conserved habitat will also be uplifted through restoration treatment methods, providing a net benefit of habitat quality.

Skysol, LLC and landowner Gavin Rajnus LLC will enter into that certain Habitat Mitigation Area and Access Easement Agreement (the "HMA Easement Agreement"), under which landowner Gavin Rajnus LLC will grant to Skysol, LLC an easement for the habitat mitigation area to conduct Skysol, LLC's required habitat mitigation measures under this HMP. Klamath Lake Land Trust (KLLT) will also be a party to the HMA Easement Agreement for the purpose of establishing KLLT's limited rights of access to the habitat mitigation area to monitor Skysol, LLC's compliance with this HMP. The term of the HMA Easement Agreement will be coterminous with the term of the Project, which can be up to be forty (40) years from the commercial operations date of the Project. Skysol, LLC will compensate KLLT for the costs incurred to monitor Skysol, LLC's compliance with this HMP.

The habitat mitigation area will be uplifted through restoration, where appropriate, in addition to being protected from development by the HMA Easement Agreement. Restoration will include the following treatments (as detailed in Section 3.3): mechanical western juniper removal, seeding or planting of native or desirable non-native shrub and/or herbaceous plants, noxious weed control, and erosion control. Restoration progress will be monitored for the life of the Project by Skysol, LLC. The sections below detail how Skysol, LLC identified the habitat mitigation area and how they determined the restoration approach, monitor restoration progress and success, and implement corrective actions.

3.2 MITIGATION AREA

The primary objective in selecting a habitat mitigation area was to choose land proximal to the Project with a viable opportunity to successfully conserve and uplift habitats for local wildlife use, particularly big game. Western juniper succession is widespread in the habitat mitigation area. Western junipers have expanded beyond their historical range since European settlement and have encroached on other native habitats, including sagebrush shrublands and shrub-steppe (Barrett 2007; Miller et al. 2007). Western junipers compete with big sagebrush, antelope bitterbrush (*Purshia tridentata*), and other shrubs for space, water, sunlight, and soil nutrients. While western juniper has expanded, sagebrush habitats have experienced high levels of habitat loss and degradation and are a Strategy Habitat in Oregon, which are important to some special status wildlife species and wintering big game (Oregon Conservation Strategy 2016). Big game, specifically elk (*Cervus canadensis*) and mule deer, rely heavily on big sagebrush and antelope bitterbrush for winter forage (Wambolt 1996). For these reasons, western juniper management has become increasingly important in Oregon.

A pre-treatment inventory of the habitat mitigation area is an important step in developing a habitat mitigation approach with a juniper removal component (Barrett 2007; Miller et al. 2007). One objective of a pre-treatment inventory is to determine the phase(s) of juniper succession. Skysol, LLC determined the juniper succession phases within the habitat mitigation area during April and October 2020 habitat assessment surveys. Skysol, LLC conducted a more intensive pre-treatment inventory to delineate specific treatment areas within the habitat mitigation area in May 2021 (Section 3.3).

The habitat mitigation area includes a mixture of shrub-steppe (Phase 1), western juniper woodland (Phase 2), and western juniper woodland (Phase 3). There is also a human-made pond in the mitigation area. Shrub-steppe (Phase 1) and the human-made pond were both present in the mitigation area, but these habitat types are not present in the Project area. These two additional habitat types are summarized as follows:

Shrub-steppe (Phase 1). Shrub-steppe with Phase 1 juniper succession is present in several large patches in the mitigation area. Shrub-steppe habitats differ from the shrubland habitats described above for the Project area (Section 2.2.2) in that herbaceous vegetation (grasses and forbs) dominates this habitat type, and shrub species are more patchily distributed. The herbaceous layer ranged from 30 to 80 percent cover in any given location and was dominated by cheatgrass, crested wheatgrass, and squirreltail. Shrubs generally exhibited 10 percent cover or less, where present, and typically consisted of big sagebrush, rubber rabbitbrush, and antelope bitterbrush. Bare ground composed up to 30 percent cover in some areas.

Human-made Pond. An approximately 1.4-acre human-made pond occurs in the southeastern part of the mitigation area. The pond water level fluctuates seasonally. The pond is maintained by an earthen dam placed across an ephemeral stream.

The habitat mitigation area falls entirely within Klamath County-designated Goal 5 Significant Resources Big Game Winter Range Overlay for mule deer (*Odocoileus hemionus*), whereas most of the proposed

Project does not fall within this big game winter range overlay (Figure 1). Table 3 details the acreages for each habitat type within the habitat mitigation area.

Table 3: Acreages of Habitat Types in the Habitat Mitigation Area

Habitat Type	Acres
Category 2 (Mule Deer Winter Range)[1]	
Shrub-steppe (Phase 1)	50.47
Western Juniper Woodland (Phase 2)	209.22
Western Juniper Woodland (Phase 3)	57.32
Pond (human-made)	1.40
Total	**317.58**

Notes:

[1] All parts of the mitigation area fall within the Klamath County designated Goal 5 Significant Resources Big Game Winter Range Overlay for mule deer (*Odocoileus hemionus*), which ODFW considers Category 2 habitat.

3.3 TREATMENT PLAN

There are two objectives for restoration in the habitat mitigation area:

1. Improve big game winter forage while maintaining available cover or refuge for big game in nearby western junipers.

2. Improve the overall habitat health for all native wildlife using the area.

Skysol, LLC considered these two objectives and the site-specific conditions and followed the guidance in *Western Juniper Management: A Field Guide* (Barrett 2007) and *Western Juniper Field Guide: Asking the Right Questions to Select Appropriate Management Actions* (Miller et al. 2007) in determining the treatments. Skysol, LLC identified five types of restoration treatments that will uplift the habitat mitigation area.

1. **Mechanical Removal of Western Juniper**. Western junipers will be removed in shrub-steppe (Phase 1), western juniper woodland (Phase 2), and western juniper woodland (Phase 3) habitats where a shrub understory is present. Junipers will be removed using tools such as chainsaws, loppers, and feller-buncher equipment, rather than brush beaters or mowers. Brush beating or mowing will likely damage desirable vegetation (Barrett et al. 2007). Felled junipers will be stacked in piles in the habitat mitigation area, cured for about 12 to 18 months, and then burned. Old growth junipers will not be felled. Juniper removal will be avoided in areas with steep slopes. Junipers will be felled outside of the migratory bird nesting season for the region (March 1 to July 31).

2. **Revegetation**. Reseeding with native and desirable non-native herbaceous and shrub vegetation will be applied in the burn scars of felled juniper slash piles to improve the likelihood of restoration success. In about 25 percent of burn scars, 1-year-old big sagebrush or antelope bitterbrush shrubs also will be planted. The Project will select burn scars for plantings based on proximity of burn scars

to existing big sagebrush and bitterbrush cover. Plantings will be spaced by 2 to 4 feet apart within the selected burn scars. Mesh Vexar tubes, or a similar product, will be installed around the shrub plantings to prevent them being grazed by cattle and big game. Revegetation of herbaceous vegetation, antelope bitterbrush, and big sagebrush could accelerate the reestablishment of native plant communities and improve the overall health of the habitats. Skysol, LLC will use the seed mix detailed in Table 4, pending availability at the time of restoration.

3. **Noxious Weed Control**. Noxious weed control will occur in areas with identified state- and county-designated noxious weed populations. The Project will attempt to eradicate noxious weed populations in the habitat mitigation area; however, medusahead is widespread in some parts of the habitat mitigation area and control might be the only feasible outcome. Herbicide application will be the main method of weed control, but other methods may be applied, including but not limited to mowing and hand-pulling. Treating noxious weeds will help to control their spread and will improve the overall health of the habitats.

4. **Erosion Control**: Large-scale erosion is not present in the habitat mitigation area; however, erosion control may also be required as a corrective action in areas that are disturbed while applying other treatments. Erosion control options include but are not limited to silt fence, straw wattles, weed-free hay bales, straw mulch, permanent biodegradable erosion control fabric, earthen berms, water bars, and re-seeding with native and/or desirable non-native seed mixtures.

5. **Abandoned Fence Removal**: Old abandoned barbed wire fences are present in some locations of the habitat mitigation area and will be removed to prevent injury to wildlife.

In addition, development for roads, buildings, or other structures in the habitat mitigation area will be prohibited per the HMA Easement Agreement. Cattle will be prohibited in the Habitat Mitigation Area for at least two growing seasons after initial restoration. Once cattle can return, cattle grazing may be used as a tool to control vegetation, in coordination with ODFW.

Stantec biologists conducted a pre-treatment inventory in May 2021 to identify locations within the habitat mitigation area where restoration treatments will be applied. After the field inventory, Stantec refined the mapping data with a desktop review and devised a preliminary treatment plan. ODFW reviewed the preliminary treatment plan and provided suggested revisions to Stantec on August 17, 2021, which Stantec incorporated to finalize the final restoration treatment plan.

Appendix A lists the location-specific restoration treatments that will be applied to the habitat mitigation area. Figure 2 depicts the restoration treatment locations. Junipers will be removed from 13 areas, ranging in size from 0.5 acres to 41 acres, and totaling 126.5 acres. Skysol, LLC will treat noxious weeds at 11 locations identified during the pre-treatment inventory. Stantec identified three noxious weed species in the habitat mitigation area, including medusahead, Scotch thistle (*Onopordum acanthium*), and yellow starthistle (*Centaurea solstitialis*). Ten of the noxious weed locations are relatively small (1.34 acres or less), but one location is relatively large, a 62.5-acre medusahead population in the northwest corner of the habitat mitigation area. Biologists will conduct baseline surveys of noxious weed species in the smaller weed areas prior to treatment with herbicides. In the 62.5-acre medusahead population, biologists will conduct baseline surveys of medusahead cover in eight randomly selected plots prior to treatment with herbicides.

Stantec biologists also identified two old growth junipers that will be avoided and abandoned barbed wire fencing that will be removed from the habitat mitigation area. They did not observe areas of erosion that warrant corrective action, though tree felling activities may create erosion in some locations.

Table 4: Preliminary Revegetation Seed Mixture

Common Name	Latin Name	Pure Live Seed Pounds per Acre[1]	Native/ Introduced
Yarrow	*Achillea millefolium*	2	Native
Sandberg bluegrass	*Poa secunda*	2	Native
Basin wildrye	*Elymus cinereus*	2	Native
Crested Wheatgrass	*Agropyron desertorum*	1.5	Introduced
Red burnett	*Sanguisorba minor*	1	Introduced
Sainfoin	*Onobrychis viciifolia*	1	Introduced
Dryland alfalfa	*Megicago* sp.	0.5	Introduced
Big sagebrush	*Artemisia tridentata*	0.25	Native
Antelope bitterbrush	*Purshia tridentata*	0.25	Native
TOTAL		**10.5**	

Notes:

[1] assumes drill seeding methods will be employed. If broadcast seeding methods are used, the seed application rates will be doubled.

3.4 MONITORING AND SUCCESS CRITERIA

The monitoring methods described below were designed to evaluate whether restoration success criteria described in Section 3.4.2 are met.

3.4.1 Monitoring Methods

Monitoring surveys will be conducted about one year after restoration treatments are completed, during the growing season, and then annually for at least 5 years. If after the first 5 years of monitoring the success criteria are met, additional monitoring will occur at 5-year intervals; otherwise, monitoring would continue annually until all success criteria are met. If after 10 years some criteria are still not met, the Skysol, LLC may propose modifications of the success criteria to ODFW; Klamath County; Skysol, LLC; and the landowner. Restoration monitoring will be the responsibility of Skysol, LLC and its consultant); however, KLLT will annually monitor the habitat mitigation area to ensure that the terms of the HMA Easement Agreement are being upheld.

During each annual restoration monitoring effort, biologists will survey all juniper removal areas (Figure 2 and Appendix A) for junipers 18 inches or taller, which will be cut with hand tools during monitoring. If

cutting is not feasible during monitoring, the biologist(s) will record the location(s) for a contractor to remove them. The biologist(s) will survey the habitat mitigation area for known and new designated noxious weed populations and problem erosion areas. They will record the locations and describe any areas that require noxious weed treatments and/or erosion control. In addition, the biologist(s) will randomly sample 25 percent of the burn scars and estimate cover of native and non-native plants within a 15-meter radius around the center point of each survey plot. The biologist(s) will monitor weed treatment areas, including the eight plots placed outside of the burn scars in the 62.5-acre medusahead population area in the northwest corner of the HMA to evaluate the success of noxious weed treatment. They will also determine if shrub plantings look healthy and continue to grow.

3.4.2 Success Criteria

The data from post-construction monitoring will be evaluated to determine whether the success criteria are met.

The objectives of the four treatments and their associated success criteria are described below:

1. **Minimize western juniper from reestablishing in restored shrubland habitat.**

   No western junipers over 18 inches tall in juniper removal areas.

2. **Prevent and eradicate the introduction of new noxious weed populations and prevent the spread of existing populations.**

   a. *Existing populations of state- and county-designated noxious weed species in the habitat mitigation area cover smaller areas (in square meters) than before restoration treatments began.*
   b. *New populations of state- and county-designated noxious weeds are eradicated with herbicides or other methods.*

3. **Establish adequate composition of native species in the herbaceous and shrub strata of reseeded areas.**

   a. *Native and desirable non-native plants make up more than 50 percent of the plant cover.*
   b. *Big sagebrush and/or bitterbrush plantings appear healthy.*

4. **Prevent large-scale erosion within the habitat mitigation area.**

   Erosion has not increased in the treated areas to levels that would affect the success of the juniper, noxious weed control, and revegetation treatments.

3.5 CORRECTIVE ACTIONS

After each monitoring effort, Skysol, LLC will implement corrective actions, as necessary. Corrective actions may include removal of western juniper seedlings or saplings that are reestablishing; renewed or additional reseeding of native or desirable non-native herbaceous vegetation; additional noxious weed

treatment; or erosion control measures. The corrective actions will be implemented as described in the final HMP, based on further consultation with ODFW, Klamath County, and other relevant stakeholders. If after any monitoring year the Skysol, LLC deems the treatments outlined in the HMP to be inadequate to achieve restoration success, Skysol, LLC will propose new restoration methods to ODFW, Klamath County, and the landowner.

3.6 REPORTING

Skysol, LLC will submit a report to ODFW and Klamath County within 3 months after each monitoring effort that will detail the methods, results, and any subsequent corrective actions. The report will also recommend changes, if any, to management or monitoring efforts necessary to meet the success the criteria.

3.7 AMENDMENTS TO THE HABITAT MITIGATION PLAN

Amendments to the HMP will be appended as supplemental memoranda. ODFW, Klamath County, Skysol, LLC (or new owner, if the Solar Project is sold), and the landowner must approve all amendments.

4.0 REFERENCES

Barrett, H. 2007. Western Juniper Management: A Field Guide. CSR Natural Resources Consulting, Inc. Prepared for The Oregon Watershed Enhancement Board. Miller, R.F., J.D. Bates, T.J. Svejcar, F.B. Pierson, and L.E. Eddleman. 2007. Western Juniper Field Guide: Asking the Right Questions to Select Appropriate Management Actions: U.S. Geological Circular 1321, 61 p.

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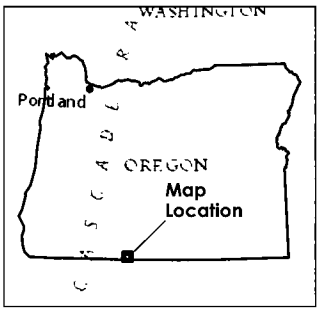

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

Habitat Type

- Sagebrush Scrubland
- Sagebrush Scrubland (Phase 1)
- Shrub-steppe (Phase 1)
- Non-sagebrush Scrubland
- Western Juniper Woodland (Phase 2)
- Western Juniper Woodland (Phase 3)
- Active Agriculture
- Fallow Agriculture
- Human-made Pond
- Mule Deer Winter Critical Winter Range (Klamath County)

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Stantec

Project Location
Klamath County, OR

Prepared by PG on 2020-12-15

Client/Project
Skysol, LLC
Skysol Solar Project

Figure 1

Title
Project and Habitat Mitigation Areas

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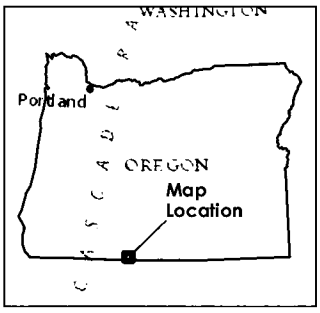

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

Habitat Mitigation Area

Restoration and Treatment Locations

Juniper Removal Area (in Shrub-steppe)

Juniper Removal Area (in Juniper Woodland)

Noxious Weed Treatment Area

Old Growth Juniper

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Stantec

Project Location
Klamath County, OR

Prepared by PG on 2021-10-15
TR by IN on 2021-10-15

Client/Project
Skysol, LLC
Skysol Solar Project

Figure 2

Title
Restoration Treatment Locations

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Appendix A RESTORATION TREATMENTS

Skysol Solar Habitat Mitigation Area - Restoration Treatments

Treatment Area ID	Juniper Removal	Noxious Weed	Seeding/ Planting	Erosion Control	Save Tree	Description of Area	Size (acres)	Details
Juniper Removal Areas								
JR01	X		y/y	tbd	X	Juniper woodland	41	Juniper removal, no weed removal, save 4 juniper "islands"
JR02	X		y/y	tbd		Juniper woodland	0.5	Removal of larger junipers to connect existing band of shrubs to adjacent open shrub steppe area
JR03	X		y/y	tbd		Shrub-steppe with sparse junipers	3.1	Juniper removal in previously cleared shrub steppe area, mostly small trees/saplings, a few large junipers.
JR04	X	X	y/y	tbd	X	Shrub-steppe with sparse junipers	20.1	Juniper removal in previously cleared shrub steppe area, mostly small trees/saplings, a few large junipers; save 2 adjacent large old-growth junipers in southwest corner, weed removal = NW01, NW02, NW03, NW08
JR05	X		y/y	tbd	X	Juniper woodland	9.3	Juniper removal, save 1 juniper "island"
JR06	X	X	y/y	tbd	X	Shrub-steppe with sparse junipers	20.8	Juniper removal in previously cleared shrub steppe area, mostly small trees/saplings, a few large junipers. Weed treatment NW04 and NW05. Save 1 juniper "island"
JR07	X		y/y	tbd		Juniper woodland	2.4	Juniper removal
JR08	X	X	y/y	tbd		Juniper woodland	3.8	Juniper removal, Weed treatment NW05
JR09	X	X	y/y	tbd		Juniper woodland	10.3	Juniper removal, Weed treatment NW07
JR10	X	X	y/y	tbd		Juniper woodland	2.2	Juniper removal, Weed treatment NW11
JR11	X	X	y/y	tbd		Juniper woodland	2.8	Juniper removal, Weed treatment NW11
JR12	X	X	y/y	tbd		Juniper woodland	3.3	Juniper removal, Weed treatment NW11
JR13	X	X	y/y	tbd		Juniper woodland	6.9	Juniper removal, Weed treatment NW11
						Subtotal: in juniper woodland	67.3	

Skysol Solar Habitat Mitigation Area - Restoration Treatments

Treatment Area ID	Juniper Removal	Noxious Weed	Seeding/ Planting	Erosion Control	Save Tree	Description of Area	Size (acres)	Details
						Subtotal: in shrub-steppe	44	
						Total juniper removal area	**126.5**	
Noxious Weeds (also noted above, in juniper-removal areas)								
NW01		X					0.41	Medusahead treatment in JR04
NW02		X					0.27	Yellow starthistle treatment in JR04; along both sides of access road
NW03		X					0.74	Scotch thistle treatment in JR04
NW04		X					0.49	Medusahead treatment in JR06
NW05		X					0.14	Scotch thistle treatment in JR06 and JR08
NW06		X					1.34	Medusahead treatment; at edge of HMA, not associated with juniper removal area.
NW07		X					0.18	Medusahead treatment in JR09
NW08		X					0.16	Scotch thistle treatment in JR04
NW09		X					0.16	Medusahead treatment
NW11		X					62.5	Medusahead treatment; likely aerial application of Amazipan "open range G" in pellet form, preceding juniper clearing.
						Total weed treatment area	**66.39**	
Old Growth Junipers								
old_growth_1					X			Old-growth juniper trees (2) to avoid, in southwest corner of JR04
old_growth_2					X			Old-growth juniper tree to avoid; not in a juniper removal polygon

Habitat Mitigation Plan Amendment

Skysol Solar Project

Prepared for
Skysol, LLC

Prepared by

December 2023

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Table of Contents

List of Tables

List of Figures

List of Appendices

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1.0 Introduction

Skysol, LLC is developing the Skysol Solar Project (Project), a photovoltaic solar generation facility in Klamath County, Oregon, approximately 4 miles northwest of Malin, Oregon. The Project's pre-construction footprint was estimated to encompass approximately 330 acres of private land previously used for agricultural cultivation and cattle grazing. In March 2022, a Habitat Mitigation Plan (HMP) was prepared to describe how Skysol, LLC would mitigate for the Project's unavoidable impacts on wildlife habitats in compliance with the Oregon Department of Fish and Wildlife (ODFW) Habitat Mitigation Policy (Oregon Administrative Rule 635-415-0000). The Project's HMP was approved by the ODFW in March 2022 and is included as Appendix A.

Subsequent to approval of the HMP, the Project's footprint was revised, resulting in approximately 50 acres of additional permanent impacts to wildlife habitats not accounted for in the approved HMP. This HMP Amendment (Amendment) was prepared to address how Skysol, LLC will mitigate for these additional impacts.

2.0 Project Impacts

Prior to preparation of the approved HMP, a habitat assessment was conducted for the Project. This habitat assessment was based on desktop review of aerial imagery as well as field surveys conducted in April and October 2020 (see Section 3.2 in Appendix A). The study area for the habitat assessment included the proposed Project area at the time of the assessment, as well as adjacent lands owned by the same landowner. The habitat assessment study area encompassed the final Project area discussed in this Amendment, except for the Project substation access road, which was added subsequent to the habitat assessment and development of the approved HMP. A desktop habitat assessment of habitat types along the access road was conducted for preparation of this Amendment and is incorporated herein.

Seven habitat types were identified during the initial habitat assessment: sagebrush shrubland, sagebrush shrubland (Phase 1), non-sagebrush shrubland, western juniper woodland (Phase 2), western juniper woodland (Phase 3), active agriculture, and fallow agriculture. Additional details regarding the habitat assessment and habitat types mapped during the assessment are provided in Sections 2.2 and 3.2 of the approved HMP (Appendix A). One additional habitat type, fallow agriculture/pasture, was mapped during the desktop habitat assessment conducted for this Amendment. This habitat type consisted of lands that, based on aerial imagery, had not been actively farmed for more than 5 years and appeared to include areas for intensive cattle grazing.

The Project's disturbance footprint when the approved HMP was developed was anticipated to result in 329.9 acres of permanent disturbance, including 227.5 acres of permanent impacts to Category 2 through 5 habitat types and 102.4 acres to Category 6 habitat types (see Table 2 in Appendix A). Subsequent to development of the approved HMP, revisions to the Project design

resulted in approximately 50 acres of additional disturbance and included 280.9 acres of permanent impacts to Category 2 through 5 habitat types and 99.3 acres of permanent impacts to Category 6 habitat types. Table 1 summarizes the acres of permanent impacts to each habitat type and habitat category based on the final Project design, and Figure 1 depicts the habitat types within the final Project area.

Table 1. Acres of Project Impacts by Habitat Type and Habitat Category

Habitat Type	Permanent Impact (acres)[1]
Category 2 (Mule Deer Winter Range)[2]	
Fallow Agriculture/Pasture	1.1
Western Juniper Woodland (Phase 2)	13.4
Western Juniper Woodland (Phase 3)	2.3
Total Category 2	**16.8**
Category 3	
Sagebrush Shrubland[3]	5.2
Sagebrush Shrubland (Phase 1)	46.2
Total Category 3	**51.4**
Category 4	
Non-sagebrush Shrubland	18.0
Western Juniper Woodland (Phase 2)	64.6
Western Juniper Woodland (Phase 3)	69.3
Total Category 4	**151.9**
Category 5	
Fallow Agriculture	60.8
Total Category 5	**60.8**
Category 6	
Active Agriculture	99.3
Total Category 6	**99.3**
Total	**380.2**

1. All ground disturbance for the Project is considered permanent, including the footprints of permanent Project components, juniper clearance areas along the gen-tie line, and pole installation work areas associated with the gen-tie line.

2. Includes habitat types that fall within the Klamath County designated Goal 5 Significant Resources Big Game Winter Range Overlay for mule deer (*Odocoileus hemionus*), which ODFW considers Category 2 habitat.

3. Includes 1.3 acres of a human-made pond located within the area mapped as Category 3 Sagebrush shrubland (Phase 1) habitat.

3.0 Mitigation Approach

The ODFW Habitat Mitigation Policy requires that impacts on Category 2 wildlife habitats be mitigated at no net loss of quantity or quality and that mitigation provide a net benefit of habitat quality or quantity. Category 3 and 4 habitats must be mitigated at no net loss of quality or quantity. Category 5 habitats require actions that improve habitat conditions with a goal of a net benefit in habitat quantity or quality. Category 6 habitats do not require mitigation. As discussed further in the approved HMP, to mitigate for unavoidable impacts to wildlife habitat Skysol, LLC has selected an approximately 318-acre Habitat Mitigation Area (HMA) adjacent to the Project area and has entered into an Access Easement Agreement (HMA Easement Agreement) for this site. Under the

HMA Easement Agreement, the landowner of the property, Gavin Rajnus, LLC, grants Skysol, LLC an easement for the HMA to conduct required habitat mitigation measures as outlined in the Section 3.0 of the approved HMP (Appendix A).

To mitigate for the additional impacts to wildlife habitats from the final Project design, ODFW has requested that Skysol, LLC expand the existing HMA by 100 acres and conduct habitat mitigation measures on this additional acreage. The location of the 100-acre HMA expansion is presented on Figure 2. This additional 100 acres will be added to the HMA Easement Agreement and, similar to the existing HMA, will be protected from development and will be uplifted through the restoration treatments outlined below in Section 3.2.

3.1 Mitigation Area

As discussed in Section 3.2 of the approved HMP (Appendix A), the primary objective in selecting a habitat mitigation area was to choose land proximal to the Project with a viable opportunity to successfully conserve and uplift habitats for local wildlife use, particularly big game. Based on the habitat assessment conducted or the Project, habitats within both the existing HMA and HMA expansion primarily consist of the western juniper woodland (Phase 2) and western juniper woodland (Phase 3) habitat types. As noted in Section 3.2 of the approved HMP, western junipers have expanded beyond their historical range and have encroached on native habitats, including sagebrush shrublands and shrub-steppe, that are Strategy Habitats in Oregon and are important to big game including elk (*Cervus canadensis*) and mule deer (Barrett 2007; Miller et al. 2007; ODFW 2016). Western juniper management has become increasingly important in Oregon; therefore, juniper removal is included as an important aspect of proposed habitat uplift within the HMA and HMA expansion as further discussed below.

3.2 Treatment Plan

Per the approved HMP, there are two objectives for restoration/habitat uplift in the HMA:

- Improve big game winter forage while maintaining available cover or refuge for big game in nearby western junipers.
- Improve the overall habitat health for all native wildlife using the area.

Based on these objectives, Skysol, LLC identified five types of restoration treatments to uplift and enhance habitat within the existing HMA. These same five treatments will be implemented within the HMA expansion and include:

- **Mechanical Removal of Western Juniper:** Six preliminary juniper removal areas, ranging in size from 4.5 to 12.6 acres and comprising a total of 48.0 acres, have been identified within the HMA expansion (Figure 2). The locations and boundaries of these preliminary juniper removal areas will be revised, if needed and in consultation with ODFW, following baseline monitoring to be conducted in the spring of 2024 (see Section 3.3 below). Juniper removal would occur outside the migratory bird nesting season for the region (March 1 to July 31) and felled junipers would be stacked in piles, cured for approximately 12 to 18

months, and then burned. Additional removal methods are outlined in Section 3.3 of the approved HMP (Appendix A).

- **Revegetation**: Following burning of junipers within the juniper removal areas, all burn scars will be seeded with native and desirable non-native grasses, forbs, and shrubs. The preliminary seed mix proposed for revegetation is presented in Table 2. As noted in Table 2, this seed mix is a slight modification of the seed mix proposed in Table 4 of the approved HMP (Appendix A). This modified seed mix is proposed for use in both the existing HMA and HMA expansion. The final seed mix will be determined in coordination with ODFW. In addition to application of the seed mix, 1-year-old big sagebrush or antelope bitterbrush shrubs will also be planted in approximately 25 percent of the burn scars. Selection of burn scars for planting and planting methods will, in general, follow those outlined in Section 3.3 of the approved HMP (Appendix A). However, in consultation with ODFW, shrub plantings will be placed 8 feet apart versus 2 to 4 feet as described in the approved HMP (Appendix A).
- **Noxious Weed and Invasive Plant Control**: Noxious weed control will occur in areas of the HMA expansion where populations of state- and county-designated noxious weeds are identified during initial baseline monitoring (see Section 3.3 below). Control of noxious weeds will be as outlined in Section 3.3 of the approved HMP.
- **Erosion Control**: Erosion control may be required in the HMA and HMA expansion as a corrective action if disturbance from juniper removal, revegetation activities, or noxious weed control results in areas of erosion. Erosion control options that may be implemented are outlined in Section 3.3 of the approved HMP (Appendix A).
- **Abandoned Fence Removal**: Old abandoned barbed wire fences were present in a few locations of the HMA. These abandoned fences were removed to prevent injury to wildlife. If abandoned barbed wire fences are identified within the HMA expansion, they will also be removed.

Table 2. Preliminary Revegetation Seed Mixture

Common Name	Scientific Name	Pure Live Seed (PLS) Pounds per Acre[1]	Native/ Introduced
Grasses			
Basin wildrye	*Leymus cinereus* (*Elymus cinereus*)	2	Native
Sandberg bluegrass	*Poa secunda* ssp. *secunda*	2	Native
Thurber's needlegrass[2]	*Achnatherum thurberianum*	1	Native
Idaho fescue[2]	*Festuca idahoensis*	0.5	Native
Forbs			
Wild blue flax	*Linum lewisii*	1	Native
Red burnett	*Sanguisorba minor* (*Poterium sanguisorba* var. *polygamum*)	1	Introduced
Sainfoin	*Onobrychis viciifolia*	1	Introduced
Yarrow	*Achillea millefolium*	1	Native
Dryland alfalfa	*Medicago* sp.	0.5	Introduced
Shrubs			
Big sagebrush	*Artemisia tridentata*	0.25	Native
Antelope bitterbrush	*Purshia tridentata*	0.25	Native
	Total	**10.5**	

1. Assumes drill seeding methods will be employed. If broadcast seeding methods are used, the seed application rates will be doubled.
2. Crested wheatgrass (*Agropyron cristatum* [*A. desortorum*]) was included in the seed mix in the approved HMP. Thurber's needlegrass and Idaho fescue replace crested wheatgrass in this proposed seed mix.
3. Wild blue flax was not included in the seed mix in the approved HMP. This species was added to include an additional native pollinator-friendly forb.

3.3 Monitoring Methods and Success Criteria

3.3.1 Monitoring Methods

Initial baseline monitoring of the HMA expansion will occur in spring of 2024, prior to implementation of any restoration treatments. Baseline monitoring will include field verification of habitat types mapped through desktop review of aerial imagery; modifications to the boundaries of the preliminary juniper removal areas, if needed; identification and documentation of noxious weed populations observed; and documentation of areas of large-scale erosion or old abandoned barbed wire fences, if present. This baseline monitoring will be conducted concurrently with monitoring of the existing HMA, when possible. After the initial baseline monitoring, a final restoration treatment plan will be developed for the HMA expansion and will be submitted to ODFW for approval.

Annual monitoring of the HMA expansion will be conducted beginning in late spring or early summer following completion of restoration treatments (e.g., seeding of burn scars, noxious weed control) and will continue for at least 5 years. Annual monitoring will, in general, follow monitoring actions outlined in Section 3.4.1 of the approved HMP (Appendix A) and will include:

- Surveying all juniper removal areas for junipers 18 inches or taller. Identified junipers will either be removed with hand tools during monitoring, or their locations will be recorded for subsequent contractor removal.

- Sampling 25 percent of the seeded/planted juniper removal burn scars to document cover of native and non-native plants. Cover will be recorded within a circular plot centered in the burn scar and with a radius that will encompass the entire burn scar. The approved HMP (Appendix A) notes that cover of native and non-native plants within the burn scars will be monitored within a 15-meter radius plot. However, based on a site visit conducted in August 2023, it was noted that many of the burn scars within the existing HMA were much smaller than 15 meters. A 15-meter radius plot would primarily be monitoring areas outside of the burn scars that were not seeded. Therefore, it is recommended that the size of the monitoring plot be based on the actual radius of the burn scar being monitored.
- Assessing the growth and vigor of shrub plantings.
- Monitoring post-treatment cover of noxious weeds in noxious weed treatment areas identified during initial baseline monitoring. For small (i.e., less than 2 acres) noxious weed treatment areas, the extent of the noxious weed population(s) within the entire area will be assessed. For noxious weed treatment areas larger than 2 acres, plots will be utilized to assess the extent of noxious weeds. The number of plots in these areas will be determined following the initial baseline surveys. The size determinations for monitoring the entire noxious weed treatment area versus monitoring plots within a larger noxious weed treatment area were based on sizes of noxious weed treatment areas documented within the existing HMA (see Section 3.4.1 and Appendix A of the approved HMP [Appendix A]). Following baseline monitoring of the HMA expansion, these size determinations will be adjusted if needed.
- Monitoring the entire HMA expansion for problem erosion areas, new noxious weed populations, and general documentation of site conditions.

If after the first 5 years of monitoring the success criteria are met, additional monitoring will occur at 5-year intervals; otherwise, monitoring would continue annually until all success criteria are met. If after 10 years some success criteria are still not met, Skysol, LLC may propose modifications of the success criteria to ODFW, Klamath County, and the landowner. Restoration monitoring will be the responsibility of Skysol, LLC and its consultant; however, a third-party monitor will also monitor the HMA and HMA expansion annually to ensure that the terms of the HMA Easement Agreement are being upheld (e.g., verify that no restricted activities or uses are occurring).

3.3.2 Success Criteria

The results of annual monitoring will be used to evaluate the success of restoration treatments and whether the restoration objectives are being met. Restoration treatments will be deemed successful when the success criteria outlined in Section 3.4.2 of the approved HMP are met.

3.4 Corrective Actions

After each monitoring effort, Skysol, LLC will implement corrective actions, as necessary. Corrective actions may include removal of western juniper seedlings or saplings that are reestablishing; renewed or additional reseeding of native or desirable non-native herbaceous vegetation;

additional noxious weed treatment; or erosion control measures. The corrective actions will be implemented based on consultation with ODFW, Klamath County, and other relevant stakeholders. If after any monitoring year Skysol, LLC deems the restoration treatments outlined in the approved HMP and this Amendment to be inadequate to achieve restoration success, Skysol, LLC will propose new restoration methods to ODFW, Klamath County, and the landowner.

3.5 Reporting

Skysol, LLC will submit a report to ODFW and Klamath County within 3 months after each monitoring effort that will detail the methods, results, and any subsequent corrective actions. The report will also recommend changes, if any, to management or monitoring efforts necessary to meet the success criteria.

4.0 References

Barrett, H. 2007. Western Juniper Management: A Field Guide. CSR Natural Resources Consulting, Inc. Prepared for The Oregon Watershed Enhancement Board.

Miller, R.F., J.D. Bates, T.J. Svejcar, F.B. Pierson, and L.E. Eddleman. 2007. Western Juniper Field Guide: Asking the Right Questions to Select Appropriate Management Actions. U.S. Geological Circular 1321. 61 p.

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Figures

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Skysol, LLC
Skysol Solar Project

Figure 1
Project Area

KLAMATH COUNTY, OR

Project Area

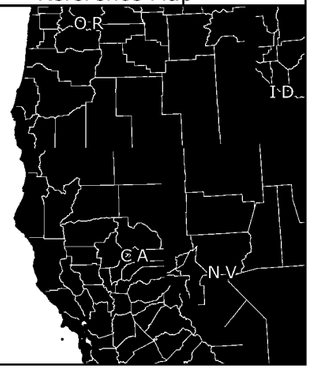
Habitat Type*

- Sagebrush Shrubland
- Sagebrush Shrubland (Phase 1)
- Non-sagebrush Shrubland
- Western Juniper Woodland (Phase 2)
- Western Juniper Woodland (Phase 3)
- Active Agriculture
- Fallow Agriculture
- Fallow Agriculture/ Pasture
- Human-made Pond

*Numbers within habitat type polygons indicate the habitat category

TETRA TECH

Reference Map



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WGS 1984 UTM Zone 10N

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Skysol, LLC
Skysol Solar Project

Figure 2
Restoration Treatment Locations

KLAMATH COUNTY, OR

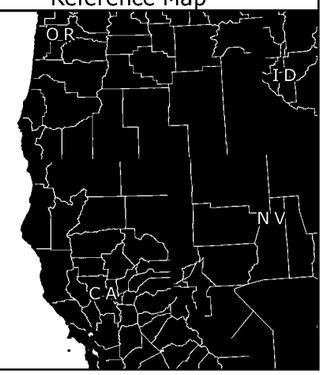
- Habitat Mitigation Area Expansion
- Habitat Mitigation Area

Restoration and Treatment Locations

- Juniper Removal Area (in Shrub-steppe)
- Juniper Removal Area (in Juniper Woodland)
- Noxious Weed Treatment Area
- Old Growth Juniper

TETRA TECH

Reference Map



JR 15
JR 16
JR 17
JR 18
JR 19
NW 06
JR 08
JR 12
JR 13
NW 07
NW 11
NW 05
JR 11
JR 09
JR 07
NW 09
JR 10
JR 14
JR 06
NW 04
JR 03
NW 08
Save Old Growth 2
JR 05
JR 01
JR 02
JR 04
NW 02
NW 03
Save Old Growth 1
NW 01

1:5,000

WGS 1984 UTM Zone 10N

0 250 500 1,000 1,500 2,000 Feet

NOT FOR CONSTRUCTION

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Appendix A. Habitat Mitigation Plan

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Stantec

Habitat Mitigation Plan

Skysol Solar Project

March 1, 2022

Prepared for:

Skysol, LLC
300 Spectrum Center Drive, Suite 1020
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Prepared by:

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Table of Contents

LIST OF TABLES

LIST OF FIGURES

LIST OF APPENDICES

Abbreviations

gen-tie	generation tie
HMP	Habitat Mitigation Plan
ODFW	Oregon Department of Fish and Wildlife
Project	Skysol Solar Project

1.0 INTRODUCTION

This habitat mitigation plan describes offsite compensatory mitigation approach and measures for the Skysol Solar Project (Solar Project), a photovoltaic solar generation facility to be constructed, owned, and operated by Skysol, LLC near Malin, Oregon. The Solar Project disturbance area includes about 329.9 acres of private lands about 4 miles northwest of Malin, Oregon. This Habitat Mitigation Plan (HMP) describes how Skysol, LLC will mitigate the Solar Project's unavoidable impacts on wildlife habitats in compliance with Oregon's Fish and Wildlife Habitat Mitigation Policy (Oregon Administrative Rule 635-415-0000).

2.0 SOLAR PROJECT IMPACTS

2.1 SOLAR PROJECT IMPACT AREAS

Construction of the solar arrays will not require surface disturbance in all areas within the perimeter fences; however, the Oregon Department of Fish and Wildlife (ODFW) considers all lands within perimeter fences permanently impacted because larger animals, such as big game, will be excluded. The three solar array areas will be connected by access/utility corridors, which will not be fenced in. The gen-tie line will consist of about 22 wooden single-circuit tangent towers, each 70 to 90 feet tall and spaced 240 to 375 feet apart, depending on local topography and slope. Each tower will consist of two vertical wooden poles installed in the ground, connected near the top by a horizontal crossbar. Each pole will require a 40-foot by 40-foot work area and two 3-foot-diameter permanent disturbance areas (for wooden H-frame style of poles). However, the Project will clear western junipers (*Juniperus occidentalis*) within a 50-foot-wide corridor centered on the gen-tie line, resulting in permanent impacts on juniper woodlands within the corridor. Table 1 summarizes the impacts associated with the Project facilities.

Table 1: Project Impacts

Project Component	Permanent Impacts (acres)
Solar Arrays[1]	317.31
Array Connector Roads and Utility Corridors[2]	0.64
Gen-tie Line[3]	6.74
Substation and Switchyard	3.10
Substation Access Road[4]	2.09
Total	**329.88**

Notes:

1. Includes all areas within the solar array perimeter fences (Solar Array Areas A, B, and C).
2. Includes three 16-foot-wide access roads connecting the three solar array areas that will be used for vehicle access, and four adjacent underground collector system conduits.
3. Includes the 1.17-mile-long portion of the gen-tie line that is outside of the solar arrays' fence lines. Junipers will be removed in a 50-foot-wide corridor along 1.09 miles of the 1.17-mile long gen-tie line. Impacts in the remaining 0.08 miles consist of a 20-foot-wide access road and two 40-foot by 40-foot work areas.
4. Includes widening of existing 12-foot wide, 0.65-mile-long unpaved access road to substation and switchyard.

2.2 HABITAT TYPES IMPACTED BY THE PROJECT

Project ecologists reviewed aerial imagery and conducted field habitat assessments in a study area consisting of the proposed Project area and adjacent areas owned by the same landowner. The habitat assessment included characterizations of the phase of western juniper succession. The ecologists

determined western juniper succession phases using *Western Juniper Field Guide: Asking the Right Questions to Select Appropriate Management Actions* (Miller et al. 2007).

The three phases of western juniper succession are summarized as follows:

- **Phase 1**: Early woodland succession, with the tree canopy open and actively expanding. The tree canopy cover is less than 10 percent, and the shrub layer is intact.
- **Phase 2**: Mid woodland succession, with the tree canopy actively expanding. The tree canopy cover is 10 to 30 percent, and the shrub layer ranges from nearly intact to significant thinning.
- **Phase 3**: Late woodland succession, with the tree canopy expansion nearly stable. The tree canopy cover is more than 30 percent, and the shrub layer is more than 75 percent dead or absent.

Project ecologists identified seven habitat types within the proposed Project area using a combination of base habitat types and juniper succession phases: sagebrush shrubland, sagebrush shrubland (Phase 1), western juniper woodland (Phase 2), western juniper woodland (Phase 3), non-sagebrush shrubland, active agriculture, and fallow agriculture. The habitat types are summarized below.

2.2.1 Sagebrush Shrubland

Big sagebrush (*Artemisia tridentata*) dominated this habitat type, with about 20 percent cover by mature plants standing 3 to 7 feet tall. Western juniper or other trees contributed less than 2 percent cover in this habitat. Rubber rabbitbrush (*Ericameria nauseosa*) contributed 10 percent cover, with an average height of 3 feet. The herbaceous layer collectively made up 50 percent cover and was dominated by cheatgrass (*Bromus tectorum*), invasive mustards (*Brassica* sp. or *Sisymbrium* sp.), erodium (*Erodium* sp.) and big squirreltail (*Elymus* sp.). There was little bare ground in this habitat type. The sagebrush shrubland habitat area was surrounded by western juniper woodlands with Phase 2 and Phase 3 western juniper succession.

2.2.2 Sagebrush Shrubland (Phase 1)

This habitat type consisted of sagebrush shrubland with Phase 1 juniper succession. Big sagebrush dominated this habitat type with about 20 to 40 percent cover by mature plants standing 2 to 7 feet tall and averaging 4 feet tall. There was no other dominant shrub species. Western junipers ranged from 2 to 10 percent cover, with typical heights from 6 to 12 feet. The herbaceous layer ranged from 5 to 20 percent cover and was dominated by cheatgrass, crested wheatgrass (*Agropyron cristatum*), and squirreltail. Bare ground composed up to 30 percent cover.

2.2.3 Western Juniper Woodland (Phase 2)

This habitat type consisted of western juniper woodland with Phase 2 juniper succession. Western juniper typically ranged from 15 to 30 percent cover in this habitat type with tree heights from 6 to 15 feet. In some areas, the shrub layer was dominated by big sagebrush and rubber rabbitbrush, with each typically contributing 5 to 10 percent cover, and sometimes up to 20 percent cover. In other areas, shrubs were absent or present in isolated patches only. The herbaceous layer consisted of perennial bunchgrasses,

including varying mixtures of Sandberg bluegrass (*Poa secunda*), *Stipa* sp., and *Calamagrostis* sp., each typically contributing 5 to 10 percent cover. Annual grasses contributed less than 5 percent cover and often consisted of cheatgrass and medusahead (*Taeniatherum caput-medusae*). Bare ground typically exhibited 15 to 30 percent cover.

2.2.4 Western Juniper Woodland (Phase 3)

This habitat type consisted of western juniper woodland with Phase 3 juniper succession. Western juniper typically ranged from 30 to 35 percent cover in this habitat type, with tree heights from 15 to 30 feet. The shrub layer was typically absent or sparse and with some die-off evident; however, isolated patches of shrubs were present. Big sagebrush typically contributed 0 to 3 percent cover. The herbaceous understory in some areas was dominated by annual grasses, including cheatgrass and medusahead, which contributed up to 20 percent cover. The herbaceous layer in other areas was dominated by perennial bunch grasses, including varying mixtures of Sandberg bluegrass, *Stipa* sp., and *Calamagrostis* sp., each typically exhibiting 5 to 10 percent cover and collectively contributing 25 to 30 percent cover. Bare ground ranged from 20 to 50 percent cover.

2.2.5 Non-Sagebrush Shrubland

Ecologists documented one patch of non-sagebrush shrubland in the western portion of the proposed Project area. This area is located between two actively farmed agricultural fields, and aerial imagery indicated that it also has been farmed in recent years. Rubber rabbitbrush was dominant with 20 percent cover and an average height of 3 feet. There was no other dominant shrub species. The herbaceous layer composed 60 percent cover and included a variety of annual grasses; including cheatgrass and cereal rye (*Secale cereale*); invasive mustards; and unidentified bunchgrasses (*Stipa* sp., *Poa* sp., or *Festuca* sp.). Ecologists were not able to identify the bunchgrasses due to the early spring timing of the survey. Bare ground cover was less than 20 percent.

2.2.6 Active Agriculture

Active agriculture in the Project area consisted of lands actively or very recently used for wheat, rye, potato, or hay production. These areas typically contained growing crops or appeared to have been recently tilled.

2.2.7 Fallow Agriculture

Fallow agricultural lands in the Project area had not been actively farmed in 3 to 5 years, and the landowner does not have plans for agricultural use. Cereal rye and cheatgrass dominated fallow agricultural fields, contributing 40 to 50 percent cover and 15 to 25 percent cover, respectively.

Table 2 details the permanent impact acreages for each habitat type within the proposed Project. Figure 1 depicts the habitat types within the study area and the proposed Project.

Table 2: Impact Acreages and Habitat Categories for Project Habitats

Habitat Type	Permanent Impacts (acres)[1]
Category 2 (Mule Deer Winter Range)[2]	
Western Juniper Woodland (Phase 2)	6.48
Western Juniper Woodland (Phase 3)	1.16
Total Category 2	**7.64**
Category 3	
Sagebrush Shrubland	3.90
Sagebrush Shrubland (Phase 1)	41.32
Total Category 3	**45.22**
Category 4	
Western Juniper Woodland (Phase 2)	68.61
Western Juniper Woodland (Phase 3)	36.35
Non-sagebrush Shrubland	16.87
Total Category 4	**121.83**
Total Categories 2-4	**174.69**
Category 5	
Fallow Agriculture	52.79
Total Category 5	**52.79**
Category 6	
Active Agriculture	102.41
Total Category 6	**102.41**
Total	329.89

Notes:

1. All ground disturbance for the Project is considered permanent, including the footprints of permanent Project components, juniper clearance areas along the gen-tie line, and pole installation work areas associated with the gen-tie line.

2. Includes habitat types that fall within the Klamath County designated Goal 5 Significant Resources Big Game Winter Range Overlay for mule deer (*Odocoileus hemionus*), which ODFW considers Category 2 habitat. Active agricultural fields within this overlay (1.68 acres) were considered habitat category 6.

3.0 MITIGATION APPROACH

The applicant has identified two options to comply with the Oregon Fish and Wildlife Habitat Mitigation Policy for Project impacts on wildlife habitats.

3.1 MITIGATION OPTIONS

3.1.1 Habitat Conservation and Uplift with Habitat Mitigation Area and Access Easement Agreement

In the absence of a payment-to-provide mitigation option at the time of preparation of this plan, Skysol, LLC will conserve land and uplift habitats. The Oregon Fish and Wildlife Habitat Mitigation Policy requires that impacts on Category 2 wildlife habitats be mitigated at no net loss of quantity or quality and that mitigation provide a net benefit of habitat quality or quantity. Category 3 and 4 habitats must be mitigated at no net loss of quality or quantity. Category 5 habitats require actions that improve habitat conditions with a goal of a net benefit in habitat quantity or quality. Category 6 habitats do not require mitigation. Although no net loss or net benefit of habitat quantity can theoretically be achieved by conserving habitat at a 1.1:1 mitigation ratio, targeting a larger ratio will allow the Project some leeway (a "buffer") in meeting the post-treatment restoration success criteria. Skysol, LLC will conserve habitat at about a 1.5:1 ratio for the acres of habitat categories 2, 3, and 4 impacted by the Project (174.69 acres), and at about a ratio of 1.1:1 for the acres of habitat category 5 impacted by the Project (52.79 acres), creating a net benefit of habitat quantity. Skysol, LLC selected a 317.58-acre habitat mitigation area located just north of the Project (Figures 1 and 2). Portions of the conserved habitat will also be uplifted through restoration treatment methods, providing a net benefit of habitat quality.

Skysol, LLC and landowner Gavin Rajnus LLC will enter into that certain Habitat Mitigation Area and Access Easement Agreement (the "HMA Easement Agreement"), under which landowner Gavin Rajnus LLC will grant to Skysol, LLC an easement for the habitat mitigation area to conduct Skysol, LLC's required habitat mitigation measures under this HMP. Klamath Lake Land Trust (KLLT) will also be a party to the HMA Easement Agreement for the purpose of establishing KLLT's limited rights of access to the habitat mitigation area to monitor Skysol, LLC's compliance with this HMP. The term of the HMA Easement Agreement will be coterminous with the term of the Project, which can be up to be forty (40) years from the commercial operations date of the Project. Skysol, LLC will compensate KLLT for the costs incurred to monitor Skysol, LLC's compliance with this HMP.

The habitat mitigation area will be uplifted through restoration, where appropriate, in addition to being protected from development by the HMA Easement Agreement. Restoration will include the following treatments (as detailed in Section 3.3): mechanical western juniper removal, seeding or planting of native or desirable non-native shrub and/or herbaceous plants, noxious weed control, and erosion control. Restoration progress will be monitored for the life of the Project by Skysol, LLC. The sections below detail how Skysol, LLC identified the habitat mitigation area and how they determined the restoration approach, monitor restoration progress and success, and implement corrective actions.

3.2 MITIGATION AREA

The primary objective in selecting a habitat mitigation area was to choose land proximal to the Project with a viable opportunity to successfully conserve and uplift habitats for local wildlife use, particularly big game. Western juniper succession is widespread in the habitat mitigation area. Western junipers have expanded beyond their historical range since European settlement and have encroached on other native habitats, including sagebrush shrublands and shrub-steppe (Barrett 2007; Miller et al. 2007). Western junipers compete with big sagebrush, antelope bitterbrush (*Purshia tridentata*), and other shrubs for space, water, sunlight, and soil nutrients. While western juniper has expanded, sagebrush habitats have experienced high levels of habitat loss and degradation and are a Strategy Habitat in Oregon, which are important to some special status wildlife species and wintering big game (Oregon Conservation Strategy 2016). Big game, specifically elk (*Cervus canadensis*) and mule deer, rely heavily on big sagebrush and antelope bitterbrush for winter forage (Wambolt 1996). For these reasons, western juniper management has become increasingly important in Oregon.

A pre-treatment inventory of the habitat mitigation area is an important step in developing a habitat mitigation approach with a juniper removal component (Barrett 2007; Miller et al. 2007). One objective of a pre-treatment inventory is to determine the phase(s) of juniper succession. Skysol, LLC determined the juniper succession phases within the habitat mitigation area during April and October 2020 habitat assessment surveys. Skysol, LLC conducted a more intensive pre-treatment inventory to delineate specific treatment areas within the habitat mitigation area in May 2021 (Section 3.3).

The habitat mitigation area includes a mixture of shrub-steppe (Phase 1), western juniper woodland (Phase 2), and western juniper woodland (Phase 3). There is also a human-made pond in the mitigation area. Shrub-steppe (Phase 1) and the human-made pond were both present in the mitigation area, but these habitat types are not present in the Project area. These two additional habitat types are summarized as follows:

Shrub-steppe (Phase 1). Shrub-steppe with Phase 1 juniper succession is present in several large patches in the mitigation area. Shrub-steppe habitats differ from the shrubland habitats described above for the Project area (Section 2.2.2) in that herbaceous vegetation (grasses and forbs) dominates this habitat type, and shrub species are more patchily distributed. The herbaceous layer ranged from 30 to 80 percent cover in any given location and was dominated by cheatgrass, crested wheatgrass, and squirreltail. Shrubs generally exhibited 10 percent cover or less, where present, and typically consisted of big sagebrush, rubber rabbitbrush, and antelope bitterbrush. Bare ground composed up to 30 percent cover in some areas.

Human-made Pond. An approximately 1.4-acre human-made pond occurs in the southeastern part of the mitigation area. The pond water level fluctuates seasonally. The pond is maintained by an earthen dam placed across an ephemeral stream.

The habitat mitigation area falls entirely within Klamath County-designated Goal 5 Significant Resources Big Game Winter Range Overlay for mule deer (*Odocoileus hemionus*), whereas most of the proposed

Project does not fall within this big game winter range overlay (Figure 1). Table 3 details the acreages for each habitat type within the habitat mitigation area.

Table 3: Acreages of Habitat Types in the Habitat Mitigation Area

Habitat Type	Acres
Category 2 (Mule Deer Winter Range)[1]	
Shrub-steppe (Phase 1)	50.47
Western Juniper Woodland (Phase 2)	209.22
Western Juniper Woodland (Phase 3)	57.32
Pond (human-made)	1.40
Total	**317.58**

Notes:

[1] All parts of the mitigation area fall within the Klamath County designated Goal 5 Significant Resources Big Game Winter Range Overlay for mule deer (*Odocoileus hemionus*), which ODFW considers Category 2 habitat.

3.3 TREATMENT PLAN

There are two objectives for restoration in the habitat mitigation area:

1. Improve big game winter forage while maintaining available cover or refuge for big game in nearby western junipers.

2. Improve the overall habitat health for all native wildlife using the area.

Skysol, LLC considered these two objectives and the site-specific conditions and followed the guidance in *Western Juniper Management: A Field Guide* (Barrett 2007) and *Western Juniper Field Guide: Asking the Right Questions to Select Appropriate Management Actions* (Miller et al. 2007) in determining the treatments. Skysol, LLC identified five types of restoration treatments that will uplift the habitat mitigation area.

1. **Mechanical Removal of Western Juniper**. Western junipers will be removed in shrub-steppe (Phase 1), western juniper woodland (Phase 2), and western juniper woodland (Phase 3) habitats where a shrub understory is present. Junipers will be removed using tools such as chainsaws, loppers, and feller-buncher equipment, rather than brush beaters or mowers. Brush beating or mowing will likely damage desirable vegetation (Barrett et al. 2007). Felled junipers will be stacked in piles in the habitat mitigation area, cured for about 12 to 18 months, and then burned. Old growth junipers will not be felled. Juniper removal will be avoided in areas with steep slopes. Junipers will be felled outside of the migratory bird nesting season for the region (March 1 to July 31).

2. **Revegetation**. Reseeding with native and desirable non-native herbaceous and shrub vegetation will be applied in the burn scars of felled juniper slash piles to improve the likelihood of restoration success. In about 25 percent of burn scars, 1-year-old big sagebrush or antelope bitterbrush shrubs also will be planted. The Project will select burn scars for plantings based on proximity of burn scars

to existing big sagebrush and bitterbrush cover. Plantings will be spaced by 2 to 4 feet apart within the selected burn scars. Mesh Vexar tubes, or a similar product, will be installed around the shrub plantings to prevent them being grazed by cattle and big game. Revegetation of herbaceous vegetation, antelope bitterbrush, and big sagebrush could accelerate the reestablishment of native plant communities and improve the overall health of the habitats. Skysol, LLC will use the seed mix detailed in Table 4, pending availability at the time of restoration.

3. **Noxious Weed Control**. Noxious weed control will occur in areas with identified state- and county-designated noxious weed populations. The Project will attempt to eradicate noxious weed populations in the habitat mitigation area; however, medusahead is widespread in some parts of the habitat mitigation area and control might be the only feasible outcome. Herbicide application will be the main method of weed control, but other methods may be applied, including but not limited to mowing and hand-pulling. Treating noxious weeds will help to control their spread and will improve the overall health of the habitats.

4. **Erosion Control**: Large-scale erosion is not present in the habitat mitigation area; however, erosion control may also be required as a corrective action in areas that are disturbed while applying other treatments. Erosion control options include but are not limited to silt fence, straw wattles, weed-free hay bales, straw mulch, permanent biodegradable erosion control fabric, earthen berms, water bars, and re-seeding with native and/or desirable non-native seed mixtures.

5. **Abandoned Fence Removal**: Old abandoned barbed wire fences are present in some locations of the habitat mitigation area and will be removed to prevent injury to wildlife.

In addition, development for roads, buildings, or other structures in the habitat mitigation area will be prohibited per the HMA Easement Agreement. Cattle will be prohibited in the Habitat Mitigation Area for at least two growing seasons after initial restoration. Once cattle can return, cattle grazing may be used as a tool to control vegetation, in coordination with ODFW.

Stantec biologists conducted a pre-treatment inventory in May 2021 to identify locations within the habitat mitigation area where restoration treatments will be applied. After the field inventory, Stantec refined the mapping data with a desktop review and devised a preliminary treatment plan. ODFW reviewed the preliminary treatment plan and provided suggested revisions to Stantec on August 17, 2021, which Stantec incorporated to finalize the final restoration treatment plan.

Appendix A lists the location-specific restoration treatments that will be applied to the habitat mitigation area. Figure 2 depicts the restoration treatment locations. Junipers will be removed from 13 areas, ranging in size from 0.5 acres to 41 acres, and totaling 126.5 acres. Skysol, LLC will treat noxious weeds at 11 locations identified during the pre-treatment inventory. Stantec identified three noxious weed species in the habitat mitigation area, including medusahead, Scotch thistle (*Onopordum acanthium*), and yellow starthistle (*Centaurea solstitialis*). Ten of the noxious weed locations are relatively small (1.34 acres or less), but one location is relatively large, a 62.5-acre medusahead population in the northwest corner of the habitat mitigation area. Biologists will conduct baseline surveys of noxious weed species in the smaller weed areas prior to treatment with herbicides. In the 62.5-acre medusahead population, biologists will conduct baseline surveys of medusahead cover in eight randomly selected plots prior to treatment with herbicides.

Stantec biologists also identified two old growth junipers that will be avoided and abandoned barbed wire fencing that will be removed from the habitat mitigation area. They did not observe areas of erosion that warrant corrective action, though tree felling activities may create erosion in some locations.

Table 4: Preliminary Revegetation Seed Mixture

Common Name	Latin Name	Pure Live Seed Pounds per Acre[1]	Native/ Introduced
Yarrow	*Achillea millefolium*	2	Native
Sandberg bluegrass	*Poa secunda*	2	Native
Basin wildrye	*Elymus cinereus*	2	Native
Crested Wheatgrass	*Agropyron desertorum*	1.5	Introduced
Red burnett	*Sanguisorba minor*	1	Introduced
Sainfoin	*Onobrychis viciifolia*	1	Introduced
Dryland alfalfa	*Megicago* sp.	0.5	Introduced
Big sagebrush	*Artemisia tridentata*	0.25	Native
Antelope bitterbrush	*Purshia tridentata*	0.25	Native
TOTAL		**10.5**	

Notes:

[1] assumes drill seeding methods will be employed. If broadcast seeding methods are used, the seed application rates will be doubled.

3.4 MONITORING AND SUCCESS CRITERIA

The monitoring methods described below were designed to evaluate whether restoration success criteria described in Section 3.4.2 are met.

3.4.1 Monitoring Methods

Monitoring surveys will be conducted about one year after restoration treatments are completed, during the growing season, and then annually for at least 5 years. If after the first 5 years of monitoring the success criteria are met, additional monitoring will occur at 5-year intervals; otherwise, monitoring would continue annually until all success criteria are met. If after 10 years some criteria are still not met, the Skysol, LLC may propose modifications of the success criteria to ODFW; Klamath County; Skysol, LLC; and the landowner. Restoration monitoring will be the responsibility of Skysol, LLC and its consultant); however, KLLT will annually monitor the habitat mitigation area to ensure that the terms of the HMA Easement Agreement are being upheld.

During each annual restoration monitoring effort, biologists will survey all juniper removal areas (Figure 2 and Appendix A) for junipers 18 inches or taller, which will be cut with hand tools during monitoring. If

cutting is not feasible during monitoring, the biologist(s) will record the location(s) for a contractor to remove them. The biologist(s) will survey the habitat mitigation area for known and new designated noxious weed populations and problem erosion areas. They will record the locations and describe any areas that require noxious weed treatments and/or erosion control. In addition, the biologist(s) will randomly sample 25 percent of the burn scars and estimate cover of native and non-native plants within a 15-meter radius around the center point of each survey plot. The biologist(s) will monitor weed treatment areas, including the eight plots placed outside of the burn scars in the 62.5-acre medusahead population area in the northwest corner of the HMA to evaluate the success of noxious weed treatment. They will also determine if shrub plantings look healthy and continue to grow.

3.4.2 Success Criteria

The data from post-construction monitoring will be evaluated to determine whether the success criteria are met.

The objectives of the four treatments and their associated success criteria are described below:

1. **Minimize western juniper from reestablishing in restored shrubland habitat.**

   No western junipers over 18 inches tall in juniper removal areas.

2. **Prevent and eradicate the introduction of new noxious weed populations and prevent the spread of existing populations.**

   a. *Existing populations of state- and county-designated noxious weed species in the habitat mitigation area cover smaller areas (in square meters) than before restoration treatments began.*
   b. *New populations of state- and county-designated noxious weeds are eradicated with herbicides or other methods.*

3. **Establish adequate composition of native species in the herbaceous and shrub strata of reseeded areas.**

   a. *Native and desirable non-native plants make up more than 50 percent of the plant cover.*
   b. *Big sagebrush and/or bitterbrush plantings appear healthy.*

4. **Prevent large-scale erosion within the habitat mitigation area.**

   Erosion has not increased in the treated areas to levels that would affect the success of the juniper, noxious weed control, and revegetation treatments.

3.5 CORRECTIVE ACTIONS

After each monitoring effort, Skysol, LLC will implement corrective actions, as necessary. Corrective actions may include removal of western juniper seedlings or saplings that are reestablishing; renewed or additional reseeding of native or desirable non-native herbaceous vegetation; additional noxious weed

treatment; or erosion control measures. The corrective actions will be implemented as described in the final HMP, based on further consultation with ODFW, Klamath County, and other relevant stakeholders. If after any monitoring year the Skysol, LLC deems the treatments outlined in the HMP to be inadequate to achieve restoration success, Skysol, LLC will propose new restoration methods to ODFW, Klamath County, and the landowner.

3.6 REPORTING

Skysol, LLC will submit a report to ODFW and Klamath County within 3 months after each monitoring effort that will detail the methods, results, and any subsequent corrective actions. The report will also recommend changes, if any, to management or monitoring efforts necessary to meet the success the criteria.

3.7 AMENDMENTS TO THE HABITAT MITIGATION PLAN

Amendments to the HMP will be appended as supplemental memoranda. ODFW, Klamath County, Skysol, LLC (or new owner, if the Solar Project is sold), and the landowner must approve all amendments.

4.0 REFERENCES

Barrett, H. 2007. Western Juniper Management: A Field Guide. CSR Natural Resources Consulting, Inc. Prepared for The Oregon Watershed Enhancement Board. Miller, R.F., J.D. Bates, T.J. Svejcar, F.B. Pierson, and L.E. Eddleman. 2007. Western Juniper Field Guide: Asking the Right Questions to Select Appropriate Management Actions: U.S. Geological Circular 1321, 61 p.

Miller, R.F., J.D. Bates, T.J. Svejcar, F.B. Pierson, and L.E. Eddleman. 2007. Western Juniper Field Guide: Asking the Right Questions to Select Appropriate Management Actions: U.S. Geological Circular 1321, 61 p

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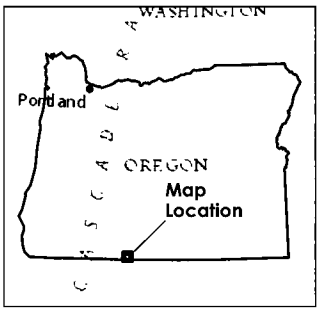

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

Habitat Type

- Sagebrush Scrubland
- Sagebrush Scrubland (Phase 1)
- Shrub-steppe (Phase 1)
- Non-sagebrush Scrubland
- Western Juniper Woodland (Phase 2)
- Western Juniper Woodland (Phase 3)
- Active Agriculture
- Fallow Agriculture
- Human-made Pond
- Mule Deer Winter Critical Winter Range (Klamath County)

0 1,000 2,000 Feet
(At original document size of 8.5x11)
1:18,000

N

Stantec

Project Location
Klamath County, OR

Prepared by PG on 2020-12-15

Client/Project
Skysol, LLC
Skysol Solar Project

Figure 1

Title
Project and Habitat Mitigation Areas

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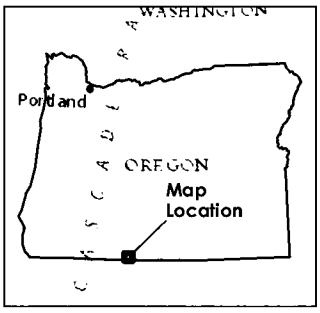

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

Habitat Mitigation Area

Restoration and Treatment Locations

Juniper Removal Area (in Shrub-steppe)

Juniper Removal Area (in Juniper Woodland)

Noxious Weed Treatment Area

Old Growth Juniper

0 400 800

Feet

(At original document size of 8.5x11)

1:8,400

N

Stantec

Project Location
Klamath County, OR

Prepared by PG on 2021-10-15
TR by IN on 2021-10-15

Client/Project
Skysol, LLC
Skysol Solar Project

Figure 2

Title
Restoration Treatment Locations

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Appendix A RESTORATION TREATMENTS

Skysol Solar Habitat Mitigation Area - Restoration Treatments

Treatment Area ID	Juniper Removal	Noxious Weed	Seeding/ Planting	Erosion Control	Save Tree	Description of Area	Size (acres)	Details
Juniper Removal Areas								
JR01	X		y/y	tbd	X	Juniper woodland	41	Juniper removal, no weed removal, save 4 juniper "islands"
JR02	X		y/y	tbd		Juniper woodland	0.5	Removal of larger junipers to connect existing band of shrubs to adjacent open shrub steppe area
JR03	X		y/y	tbd		Shrub-steppe with sparse junipers	3.1	Juniper removal in previously cleared shrub steppe area, mostly small trees/saplings, a few large junipers.
JR04	X	X	y/y	tbd	X	Shrub-steppe with sparse junipers	20.1	Juniper removal in previously cleared shrub steppe area, mostly small trees/saplings, a few large junipers; save 2 adjacent large old-growth junipers in southwest corner, weed removal = NW01, NW02, NW03, NW08
JR05	X		y/y	tbd	X	Juniper woodland	9.3	Juniper removal, save 1 juniper "island"
JR06	X	X	y/y	tbd	X	Shrub-steppe with sparse junipers	20.8	Juniper removal in previously cleared shrub steppe area, mostly small trees/saplings, a few large junipers. Weed treatment NW04 and NW05. Save 1 juniper "island"
JR07	X		y/y	tbd		Juniper woodland	2.4	Juniper removal
JR08	X	X	y/y	tbd		Juniper woodland	3.8	Juniper removal, Weed treatment NW05
JR09	X	X	y/y	tbd		Juniper woodland	10.3	Juniper removal, Weed treatment NW07
JR10	X	X	y/y	tbd		Juniper woodland	2.2	Juniper removal, Weed treatment NW11
JR11	X	X	y/y	tbd		Juniper woodland	2.8	Juniper removal, Weed treatment NW11
JR12	X	X	y/y	tbd		Juniper woodland	3.3	Juniper removal, Weed treatment NW11
JR13	X	X	y/y	tbd		Juniper woodland	6.9	Juniper removal, Weed treatment NW11
						Subtotal: in juniper woodland	67.3	

Skysol Solar Habitat Mitigation Area - Restoration Treatments

Treatment Area ID	Juniper Removal	Noxious Weed	Seeding/ Planting	Erosion Control	Save Tree	Description of Area	Size (acres)	Details
						Subtotal: in shrub-steppe	44	
						Total juniper removal area	**126.5**	
Noxious Weeds (also noted above, in juniper-removal areas)								
NW01		X					0.41	Medusahead treatment in JR04
NW02		X					0.27	Yellow starthistle treatment in JR04; along both sides of access road
NW03		X					0.74	Scotch thistle treatment in JR04
NW04		X					0.49	Medusahead treatment in JR06
NW05		X					0.14	Scotch thistle treatment in JR06 and JR08
NW06		X					1.34	Medusahead treatment; at edge of HMA, not associated with juniper removal area.
NW07		X					0.18	Medusahead treatment in JR09
NW08		X					0.16	Scotch thistle treatment in JR04
NW09		X					0.16	Medusahead treatment
NW11		X					62.5	Medusahead treatment; likely aerial application of Amazipan "open range G" in pellet form, preceding juniper clearing.
						Total weed treatment area	**66.39**	
Old Growth Junipers								
old_growth_1					X			Old-growth juniper trees (2) to avoid, in southwest corner of JR04
old_growth_2					X			Old-growth juniper tree to avoid; not in a juniper removal polygon