



Imperial County Planning & Development Services Planning / Building

February 7, 2025

Jim Minnick
DIRECTOR

SUBJECT: REQUEST FOR PROPOSAL – MONITORING & COMPLIANCE PROJECT: Hell's Kitchen PowerCo1 LLC & Hell's Kitchen Lithium Co1, LLC) Geothermal Project & Lithium processing project Conditional Use Permit #21-0020 & Conditional Use Permit # 21-0021

Ladies and Gentlemen:

The Imperial County Planning & Development Services Department (ICPDS) is soliciting proposals for monitoring and compliance on the Hell's Kitchen PowerCo1 & Hell's Kitchen Lithium Co1 Projects. **Proposals will be accepted from February 7, 2025, through March 7, 2025.**

Imperial County Planning & Development Services (ICPDS) will act as the "Lead Agency" during all phases including Laydown, Move On, Pre-construction, Construction phases, and Operational phases of these projects. The successful consultant will work directly for ICPDS on the following phases:

1. The Laydown Phase which will allow for geothermal and Lithium equipment to be delivered within the development area, and
2. The initial Move-On Phase where construction trailers and equipment will be used for construction, and
3. The Pre-Construction Phase includes all reports (surveys, etc....) and
4. The Full Development Phase for the installation of the geothermal and Lithium plants, pipeline, gen-tie transmission and substations, and
5. The ongoing Operational Monitoring Phase, as required in the Conditional Use Permits and Mitigation Monitoring Reporting Programs. **(Please include as optional tasks).**

ICPDS is requesting a Statement of Interest consisting of a Statement of Qualifications and a Schedule of Charges from personnel & organizations, which are included in the environmental compliance services proposal.

The monitoring and compliance consultant will coordinate with **Hell's Kitchen PowerCo1 LLC & Hell's Kitchen Lithium Co1, LLC) Geothermal Project & Lithium processing project** Owner, Planning and Building Division staff, and Imperial County agencies regarding environmental construction compliance and monitoring activities.

1. Assist the developers/project owners with the preparation and/or review of plans to support construction and operation of the Project (e.g. Pest Management Plan, Raven Control Plan, Hazardous Materials Management Plan, etc.) in fulfillment of the requirements of the Mitigation Monitoring and Reporting Program and the conditions as identified in the Conditional Use Permit for this Project.
2. Provide compliance management/mitigation monitoring as a comprehensive service to assist public agencies and private developers with carrying out the intent of the California Environmental Quality Act (CEQA) as it applies to environmental mitigation.
3. Additionally, the monitoring and compliance firm will coordinate with the regulatory agencies (e.g. Imperial County Air Pollution Control District, California Department of Fish and Game [CDFW], etc.) both pre-construction and during construction of the Project. The monitoring efforts will focus on the CUP conditions and mitigation measures included in CUP's #21-0020 & 21-0021.
 - a. Responsibilities will include ensuring that the requirements of the CUPs are implemented and complied with as specified by inspecting the site for non-compliance issues; monitoring construction activities; protecting/avoiding biological and cultural resources; and verifying implementation of approved Conditions of Approval and mitigation measures as required in the MMRP.

Attached hereto is a copy of the recorded Conditional Use Permits (CUP's #21-0020 & 21-0021) agreement(s) & Site Plan

Please include the project scope and cost for the following Phases & Tasks:

1. **Laydown phase-** *Delivery and staging of equipment within the development area. This phase is limited to a specific area of the project site that will be used to store materials and geothermal, lithium components in advance of construction. Involvement for this phase includes having a biologist doing a sweep of the area ensure there are no birds, burrowing owls or other wildlife present prior to staging materials followed by a pre-construction survey before disturbance of the Project site. If species are present, the appropriate actions will be implemented to avoid or relocate the affected species in consultation with CDFW and in accordance with required protocols. The consultant will also ensure that staged materials are properly covered/capped to prevent birds and wildlife from nesting in these areas. Monitoring costs on the biological as needed per surveys, including the monitoring of potential passive re-locations, if needed. Please include the hourly rate for monitoring, as well as the total estimated hours.*
2. **Move-On phase-** *Mobilizing of job trailers and equipment in advance of construction. This phase involves placement of mobile units that serve as offices for the contractors during construction, placement of port-a-poties, and staging of equipment including the J-stand for filling water trucks. Pre-construction surveys need to be conducted prior to the move-on as this phase serves to assemble the necessary infrastructure and equipment to commence construction. Monitoring and Compliance involvement for this phase includes oversight of the mobilization process and establishing parameters for operation of the area.*
3. **Pre-construction phase (Tasks & Costs) -** *Preparation of all required reports and plans as specified in the Conditions of Approval and/or MMRP. A multitude of reports and plans must be prepared prior to the start of construction. These may include, but are not limited to:*
 - *A dust control plan,*
 - *Pest Management Plan,*
 - *Storm-water Pollution Prevention Plan (SWPPP),*
 - *Hazardous Materials Business Plan, etc.*
 - *Surveys for nesting birds and burrowing owls.*
 - *Biological surveys and written reports for the construction area.*
 - *The County will need the costs for these surveys on project areas and the off-site areas as required.*
4. **Costs for monitoring the Developer's construction crews** *including, but not limited to the EPC contractor, electrical contractors, and subcontractors including the grading for each site. Please include the hourly rate and the total estimated hours for monitoring;*
5. **Costs for paleontological, culture, and archeological work** *required by the MMR&P's and CUP conditions and or as requested by the Imperial County Planning & Development Services Department; please include the hourly rate and the total estimated hours.*
6. **Costs for writing compliance reports for the (Hell's Kitchen PowerCo1 LLC & Hell's Kitchen Lithium Co1, LLC) Geothermal Project & Lithium processing project);** *please include the hourly rate and the cost for the weekly compliance report.*
7. **Costs for conducting onsite monitoring and documenting** *whether the Project complies with the conditions of the County permits; please provide the hourly rate.*
8. **Costs for attending meetings with the Contractor, State Agencies, or Local Agencies** *on site or via phone conference as well as writing reports documenting these meetings; please provide the hourly rate and the total estimated hours.*
9. **Costs for training and maintaining a Workers Environmental Awareness Program (WEAP)** *training for all workers and contractors working on site during pre-construction & construction activities.*

The Statement of Interest must also include resumes for the proposed cultural resource, paleontological resource, and biological resource specialists. State Agency approval may be required.

The proposed hourly/daily billing rate, travel billing rate, mileage billing rate, proposed per diem (if any), and expected round-trip miles to be billed for visits to the development site.

The estimated project construction completion is **one (1) year**. The construction activities are scheduled to begin in the summer months of 2025; however, the duration of the requested service to carry out the Scope of Work may vary.

The DEIR and FEIR for Hell's Kitchen PowerCo1 LLC & Hell's Kitchen Lithium Co1, LLC) Geothermal Project & Lithium processing project can be reviewed on the Imperial County's Planning & Development Services website.

<https://www.icpds.com/planning/environmental-impact-reports/draft-eirs/cup21-0020-cup21-0021-hell-s-kitchen>

<https://www.icpds.com/planning/environmental-impact-reports/final-eirs/cup21-0020-21-hell-s-kitchen-power-and-lithium-feir>

If you have any questions, you may contact David Black, Project Planner, by phone at (442) 265-1736, extension 1746 or by email at davidblack@co.imperial.ca.us.

Sincerely,

Jim Minnick, Director
Planning & Development Services

By: 
David Black
Project Planner IV

CC:

Jim Minnick, Director of Planning and Development Services
Michael Abraham, AICP, Assistant Director of Planning & Development Services
Diana Robinson, Planning Division Manager of Planning & Development Services
David Black, Planner IV
Project File: CUP21-0020 & 21-0021
APN 020-010-012
Files: 10.102; 10.101; 10.104; 10.110
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RECORDED

JAN 26 2024

Recorded Requested By and
When Recorded Return To:

Imperial County Planning & Development Services
801 Main Street
El Centro California 92243

CHUCK STOREY
Imperial County Clerk-Recorder

Recorded in Official Records,
IMPERIAL COUNTY
Doc#: 2024001351
01/26/2024 03:40 PM

AGREEMENT FOR CONDITIONAL USE PERMIT CUP #21-0020
(Hell's Kitchen PowerCo1 LLC)
(020-010-012-000)
(Approved at Board of Supervisors January 23, 2024)

This agreement is hereby made and entered into on this 25th day of Jan, by and between Controlled Thermal Resources (US) Inc. via its subsidiary Hell's Kitchen PowerCo 1, LLC hereinafter referred to as the Permittee, and the COUNTY OF IMPERIAL, a political subdivision of the State of California, (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, Permittee is the owner, lessee or successor-in-interest in certain land in Imperial County with the applicant proposing Hell's Kitchen PowerCo 1 (HKP1) to construct and operate a commercial geothermal, Hell's Kitchen LithiumCo 1, LLC is proposing the Hell's Kitchen LithiumCo 1 (HKL1). The geothermal plant (HKP1) and lithium facilities (HKL1) project is within portions of Sections 11 and 12 of Township 11 South, Range 13 East, S.B.B.M.; the gen-tie/power line ROW corridor is located within portions of Sections 12, 13 and 14 of Township 11 South, Range 13 East, S.B.B.M., and is approximately 3.8 miles southwest of the Townsite of Niland, Assessor Parcel Numbers:

020-010-012	HKP1 and HKL1 Shared Facilities	S-1-G and S-2-G
020-010-013	HKP1 and HKL1 Shared Facilities	S-1-G
020-070-060	HKP1 and HKL1 Shared Facilities	S-1-G
020-010-042	Gen-Tie and Power Line	S-1-G
020-060-001	Gen-Tie and Power Line	S-1-G
020-060-002	Gen-Tie and Power Line	S-1-G
020-060-039	Gen-Tie and Power Line	S-1-G
020-060-040	Gen-Tie and Power Line	S-1-G
020-070-026	Gen-Tie and Power Line	S-1-G
020-070-025	Gen-Tie and Power Line	S-1-G
020-070-029	Gen-Tie and Power Line	S-1-G
020-070-055	Gen-Tie and Power Line	S-1-G
020-010-031	Gen-Tie and Power Line	S-1-G
020-010-032	Gen-Tie and Power Line	S-1-G
020-010-035	Gen-Tie and Power Line	M-2-G-PE
020-100-044	Gen-Tie and Power Line	M-2-G-PE

WHEREAS, Permittee has applied to the County of Imperial for a Conditional Use Permit #21-0020 allowing for the geothermal facility and associated interconnections to the proposed Hell's Kitchen Geothermal Plant that includes pipelines, conveyors, conduits and

1 other mechanical connections to/from plant, additionally, the Permittee has applied for a
2 variance for height increase needed for facility construction and operation.

3 The letter "G" shows the "GENERAL CONDITIONS". These conditions are conditions that
4 either routinely and commonly are included in all Conditional Use Permits as "standardized
5 conditions and/or are conditions that the Imperial County Planning Commission has
6 established as a requirement on all CUP's for consistent application and enforcement. The
7 Permittee is hereby advised that the General Conditions are as applicable as the SITE
8 SPECIFIC conditions.

9 **GENERAL CONDITIONS:**

10 **G-1 GENERAL LAW:**

11 The Permittee shall comply with all local, state and/or federal laws, rules, regulations,
12 ordinances, and/or standards (LORS) as they may pertain to the Project whether specified
13 herein or not.

14 **G-2 PERMITS/LICENSES:**

15 The Permittee shall obtain all local, state and/or federal permits, licenses, and/or other
16 approvals for the construction and/or operation of the Project. This shall include, but not be
17 limited to, local requirements for Health, Building, Sanitation, ICAPCD, Public Works, County
18 Sheriff, Fire Protection/Office of Emergency Services, Regional Water Quality Control
19 Board, California Division of Oil, Gas and Geothermal Resources (CDOGGR), among
20 others. Permittee shall likewise comply with all such permit requirements. Additionally,
21 Permittee shall if so requested submit a copy of such additional permit and/or licenses to
22 the Planning & Development Services Department within thirty (30) days of receipt, including
23 amendments or alternatives thereto.

24 **G-3 RECORDATION:**

25 This permit shall not be effective until CUP is recorded at the Imperial County Recorder's
26 Office and payment of the recordation fee shall be the responsibility of the Permittee. If the
27 Permittee fails to pay the recordation fee within six (6) months from the date of approval,
28 this permit shall be deemed null and void. The Planning & Development Department will
submit the executed Permit to the Imperial County Recorder's office for recordation
purposes. Permittee shall commence construction of the permitted activities or provide
evidence of substantial process within twelve (12) months from the effective date of this
permit, i.e. approval date. The Planning Director shall have the authority to extend this time
limit not to exceed 24 months if so requested by the Permittee.

29 **G-4 CONDITION PRIORITY:**

30 The Project shall be constructed and operated as described in this Permit, the project
31 description and as specified herein. If a conflict occurs between the permitting/regulatory
32 agencies, the most stringent condition shall govern and takes precedence.

33 **G-5 INDEMNIFICATION:**

1
2 As a condition of this permit, Permittee agrees to defend, indemnify, hold harmless, and
3 release the County, its agents, officers, attorneys, and employees from any claim, action, or
4 proceeding brought against any of them, the purpose of which is to attack, set aside, void,
5 or annul the permit or adoption of the environmental document which accompanies it. This
6 indemnification obligation shall include, but not be limited to, damages, costs, expenses,
7 attorney's fees, or expert witness fees that may be asserted by any person or entity,
8 including the Permittee, arising out of or in connection with the approval of this permit,
9 whether there is concurrent, passive or active negligence on the part of the County, its
10 agents, officers, attorneys, or employees.

11 **G-6 INSURANCE:**

12 The Permittee shall secure and maintain liability in tort and property damage, insurance at a
13 minimum of \$1,000,000.00 or proof of financial responsibility to protect persons or property from
14 injury or damage caused in any way by construction, or operation, of permitted facilities. The
15 Permittee and/or operator shall require that proper Workers' Compensation insurance covers all
16 laborers working on such facilities, e.g. construction and operational activities, as required by the
17 State of California. The Permittee shall also secure liability insurance and such other insurance as
18 may be required by the State and/or Federal Law.

19 Evidence of such insurance shall be provided to the County prior to commencement of any activities
20 authorized by this permit, e.g. a Certificate of Insurance is to be provided to the Planning &
21 Development Services Department by the insurance carrier and said insurance and certificate shall
22 be kept current for the life of the permitted Project. Certificate(s) of insurance shall be sent directly
23 to the Planning & Development Services Department by the insurance carrier and shall name the
24 Department as a recipient of both renewal and cancellation notices.

25 **G-7 INSPECTION AND RIGHT OF ENTRY:**

26 The County reserves the right to enter the premises to make appropriate inspection(s) and to
27 determine if the condition(s) of this permit are complied with. The owner or operator shall allow
28 authorized County representative(s) access upon the presentation of credentials and other
documents as may be required by law to:

(a) Enter at reasonable times upon the owner's or operator's premises where a permitted
facility or activity is located or conducted, or where records must be kept under the conditions of the
permit;

(b) Have access to and copy, at reasonable times, any records that must be kept under
the conditions of the permit; and,

(c) Inspect at reasonable times any facilities, equipment (including monitoring and control
equipment), practices, or operations regulated or required under the permit.

29 **G-8 SEVERABILITY:**

30 Should any condition(s) of this permit be determined by a Court or other agency with proper
31 jurisdiction to be invalid for any reason, such determination shall not invalidate the remaining
32 provision(s) of this permit.

33 **G-9 PROVISION TO RUN WITH THE LAND/PROJECT:**

1
2 The provisions of this project are to run with the land/project and shall bind the current and future
3 owner(s), successor(s)-in-interest, assignee(s) and/or transferee(s) of said project. Permittee shall
4 not without prior notification to the Planning & Development Services Department assign, sell or
5 transfer, or grant control of project or any right or privilege therein. The Permittee shall provide a
6 minimum of sixty (60) days written notice prior to such proposed transfer becoming effective. The
7 permitted use identified herein is limited for use upon the permitted properties described herein and
8 may not be transferred to any another parcels.

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11 **G-10 TIME LIMIT:**

12 Unless otherwise specified within the specific conditions, this permit shall be limited to a maximum
13 of thirty (30) years from the recordation of the CUP. The CUP may be extended for a successive
14 thirty (30) year period by the Planning Director upon a finding by the Planning & Development
15 Services Department that the project is in compliance with all conditions of the CUP as stated herein
16 and any applicable Land Use regulation of the County of Imperial.

17 If an extension is necessary, the Permittee shall file a written extension request with the Planning
18 Director at least sixty (60) days prior to the expiration date of the Permit. Such an extension request
19 shall include the appropriate extension fee, pursuant to the Land Use Ordinance, Title 9, Division 9,
20 Section 90901.03 *et. seq.*, General Planning fees. If the original approval was granted by the
21 Planning Commission and/or the Board of Supervisors, such an extension shall only be considered
22 by the approving body, after a noticed public hearing. Nothing stated or implied within this permit
23 shall constitute a guarantee that an extension will be granted. An extension may not be granted if
24 the project is in violation of any one or all of the conditions or if there is a history of non-compliance
25 with the permit conditions.

26 **G-11 COST:**

27 The Permittee shall pay any and all amounts determined by the County Planning & Development
28 Services Department to defray any and all cost(s) for the review of reports, field investigations,
subsidence/seismicity monitoring, provisions for geothermal waste services, and other activities
directly related to the enforcement/monitoring for compliance of this Permit, County Ordinance or
any other applicable law as provided in the Land Use Ordinance, Section 90901.03 *et. seq.*, General
Planning fees. All County Departments', directly involved in the monitoring/enforcement of this
project may bill Permittee under this provision; however, said billing shall only be through and with
the approval of the Planning & Development Services Department.

29 **G-12 REPORTS/INFORMATION:**

30 If requested in writing by the Planning Director, Permittee shall provide any such
31 documentation/report as necessary to ascertain compliance with the Permit. The format, content
32 and supporting documentation shall be as required by the Planning Director.

33 **G-13 DEFINITIONS:**

34 In the event of a dispute the meaning(s) or the intent of any word(s), phrase(s) and/or conditions or
35 sections herein shall be determined by the Planning Commission of the County of Imperial. Their
36 determination shall be final unless an appeal is made to the Board of Supervisors within the required
37 time, i.e. ten (10) calendar days, pursuant to the Land Use Ordinance, Title 9, Division 1, Chapter 4,
38 Section 90104.05, *Appeal from Decision*.

1
2 **G-14 MINOR AMENDMENTS:**

3 The Planning Director may approve minor changes or modifications to the design, construction,
4 and/or operation of the Project provided said changes are necessary for the project to meet other
5 laws, regulations, codes, or conditions of the CUP and provided further, that such changes will not
6 result in any additional environmental impacts.

7
8 **G-15 SPECIFICITY:**

9 The issuance of this permit does not authorize the Permittee to construct or operate the Project in
10 violation of any state, federal, local law nor beyond the specified boundaries of the Project as shown
11 in the application/project description/permit, nor shall this permit allow any accessory or ancillary use
12 not specified herein. This permit does not provide any prescriptive right or use to the Permittee for
13 future addition and/or modifications to the Project.

14
15 **G-16 NON-COMPLIANCE (ENFORCEMENT & TERMINATION):**

16 Should the Permittee violate any condition herein, the County shall give notice of such violation. If
17 Permittee does not act to correct the identified violation, and after having given reasonable notice
18 and opportunity, the County may revoke the permit.

19 (a) If the Planning Commission finds and determines that the Permittee or successor-in-interest has
20 not complied with the terms and conditions of the CUP, or cannot comply with the terms and
21 conditions of the CUP, or the Planning Commission determines that the permitted activities constitute
22 a public nuisance, the Planning Director shall provide Permittee with notice and a reasonable
23 opportunity to comply with the enforcement or abatement order; and,

24 (b) If after receipt of the order, (1) Permittee fails to comply, and/or (2) Permittee cannot comply with
25 the conditions set forth in the CUP, then the matter shall be referred to the Planning Commission for
26 permit modification, suspension, or termination, or to the appropriate prosecuting authority.

27
28 **G-17 GENERAL WELFARE:**

All construction and operations shall be conducted with consistency with all laws, conditions, adopted
County policies, plans and the application so that the Project will be in harmony with the area and
not conflict with the public health, safety, comfort, convenience, and general welfare.

G-18 PERMITS OF OTHER AGENCIES INCORPORATED:

Permits granted by other governmental agencies in connection with the Project are incorporated
herein by reference. The County reserves the right to apply conditions of those permits, as the
County deems appropriate; provided that enforcement of a permit granted by another governmental
agency shall require concurrence by the respective agency.

G-19 HEALTH HAZARD:

If the County Health Officer determines that a significant health hazard exists to the public, the Health
Officer may require appropriate measures and the Permittee shall implement such measures to
mitigate the health hazard. If the hazard to the public is determined to be imminent, such measures
may be imposed immediately and may include temporary suspension of permitted activities, the
measures imposed by the County Health Officer shall not prohibit the Permittee from requesting a
special Planning Commission meeting, provided Permittee bears all related costs.

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2 **G-20 APPROVALS AND CONDITIONS SUBSEQUENT TO GRANTING PERMIT:**

3 Permittee acceptance of this permit shall be deemed to constitute agreement with the terms and
4 conditions contained herein.

- 5 • Where requirements are imposed in this permit that Permittee shall conduct monitoring and
6 where the County has reserved the right to impose or modify conditions with which the
7 Permittee must comply based on data obtained therefrom.
- 8 • Where Permittee is required to prepare specific plans for County approval and disagreement
9 arises, the Permittee, operator and/or agent, the Planning Director or other affected party, to
be determined by the Planning Director, may request that a hearing be conducted before the
Planning Commission whereby they may state the requirements which will implement the
applicable conditions as intended herein. Upon receipt of a request, the Planning
Commission shall conduct a hearing and make a written determination. The Planning
Commission may request support and advice from a technical advisory committee. Failure
to take any action shall constitute endorsement of staff's determination.

10 **G-21 CHANGE OF OWNER/OPERATOR:**

11 In the event the ownership of the site or the operation of the site transfers from the current Permittee
12 to a new successor Permittee, the successor Permittee shall be bound by all terms and conditions
13 of this permit as if said successor was the original Permittee. Current Permittee shall inform the
14 County Planning and Development Services Department in writing at least 60 days prior to any such
15 transfer. Failure of a notice of change of ownership or change of operator shall be grounds for the
16 immediate revocation of the CUP. In the event of a change, the new Owner/Operator shall file with
17 the Department, via certified mail, a letter stating that they are fully aware of all conditions and
acknowledge that they will adhere to all. If this permit or any subservient or associated permit
requires financial surety, the transfer of this permit shall not be effective until the new Permittee has
requisite surety on file. Furthermore existing surety shall not be released until replacement surety is
accepted by County. Failure to provide timely notice of transfer by Permittee shall forfeit current
surety.

18 **G-22 COMPLIANCE WITH ORDINANCE:**

19 Permittee is aware of, has been provided a current copy of and has agreed to be bound by and
20 maintain compliance with the "Communications Ordinance", being Title 9, Division 24 of the County's
codified ordinances.

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CUP #21-0020 GEOTHERMAL POWER PLANT FACILITY :

SITE SPECIFIC CONDITIONS:

S-1 AUTHORIZED SCOPE OF ACTIVITIES:

The Permittee is authorized to construct and operate the following facilities in compliance with the County's General Plan, Renewable Energy and Transmission Element, Land Use Ordinance, CUP application and all other applicable local, state, and federal laws, ordinances, regulations and standards (LORS):

The Proposed Project is the construction and operation of a geothermal power facility (HKP1) and commercial geothermal mineral extraction and production plant (HKL1) within the Salton Sea geothermal field in Imperial County (County), California (Project). HKP1 involves the development of a geothermal power plant that will produce up to 49.9 megawatts (MW) net of geothermal power. The Proposed Project would consist of the following activities:

- Construction and operation of a 49.9 MW geothermal power plant;
- Construction of well pads with geothermal production and injection wells;
- Construction of pipelines between HKP1 and HKL1 to facilitate the movement of brine between the facilities;
- Construction of ingress and egress to the Project site from Davis Road;
- Paving of Davis Road from McDonald Road to Noffsinger Road (approximately 2 miles);
- Construction of a 230-kV gen-tie line and collocated power line (approximately 2 miles south) ultimately deeding this gen-tie line and its appurtenances to the Imperial Irrigation District for operation; and
- Construction of shared administrative facilities, offices, repair facilities, shipping and receiving facilities, and other infrastructure components.
- On June 14, 2017, the County authorized Geothermal CUP #16-0001, which allowed construction of up to four well pads as well as drilling and maintenance of up to six separate geothermal exploratory wells on the Project site. A well pad, Well Pad 1, north of Alcott Road and west of Davis Road, and two geothermal wells were constructed on the site in 2021. Rough grading for Well Pad 3, south of Noffsinger Road and east of Davis Road began in November 2021. The remaining Project site is undeveloped..

Structures:

The HKP1 will include construction of the following structures:

- Production and injection wells and well pads.
- Geothermal fluid production and injection pipelines
- A brine processing facility
- A brine pond
- 49.9 MW net geothermal turbine generator facility
- A cooling tower
- Material equipment and storage

- A control building
- Administrative and warehouse buildings
- A water storage pond and water storage tank
- An on-site substation
- A 230-kV gen-tie line to the IID interconnect station

Implementation of these project(s) requires an approval of Conditional Use Permit(s) and Variance(s) to allow for the construction and operation of the proposed 49.9MW net geothermal power plant and mineral extraction and processing facility.

S-2 AESTHETICS:

The Permittee shall design and maintain all permanent structures to be harmonious in appearance and compatible with the approved landscaping plans for screening and restoration of laydown areas, facility painting/treatment plan and lighting plan.

Permittee shall install a six (6) foot (minimum) perimeter security fence. Landscaping will be installed between the fence and the public roadway along the frontage of the property with special attention at the entrance. The landscaping will need design approval from the Imperial County Planning & Development Services Department prior to installation.

Site Abandonment Plan:

Prior to the first building permit being issued, Hell's Kitchen PowerCo 1 LLC shall submit to the County of Imperial Planning & Development Services Department, a Site Abandonment Plan to return the property to its previous condition. The first building permit shall be exclusive of a temporary electrical permit or the grading permit.

The Site Abandonment Plan shall include a reclamation cost estimate prepared by a California-licensed general contractor or civil engineer. Permittee shall provide financial assurance/bonding in the amount equal to the reclamation cost estimate to restore the site to its pre-construction condition including removal of all structures and equipment, soil testing for and clean-up of contaminants in the soil and any other clean up and repair necessary to return the land to its previous condition within 180days of the first building permit being issued. The term "building permit" shall not include a temporary power permit or a grading permit.

S-3 AGRICULTURE:

Agricultural Commission Conditions:

The Project shall:

- Monitor for all pests including insects, vertebrates, weeds, and pathogens. Promptly control or eradicate pests when found, or when notified by the Agricultural Commissioner's office that a pest problem is present on the project site. A qualified applicator or a licensed pest control operator must perform all treatments.
- "Control" means to reduce the population of common pests below economically damaging levels, and includes attempts to exclude pests before infestation, and

effective control methods after infestation. Effective control methods may include physical/mechanical removal, biocontrol, cultural control, or chemical treatments.

- Allow access by Agricultural Commissioner staff for routine visual and trap pest surveys, compliance inspections, eradication of exotic pests, and other official duties.

Reimbursement:

- The project shall reimburse the Agricultural Commissioner's office for the actual cost of investigations, inspections, or other required non-routine responses to the site that are not funded by other sources if the investigation shows that the Permittee created the problem alleged in the complaint.

S-4 AIR QUALITY:

The project site shall comply with the Imperial County APCD (ICAPCD) Rule VIII regulations for compliance with the following measures:

Obtain Authority to Construct (ATC) and Permit to Operate (PTO):

The Project shall submit, in a timely manner, an application for an Authority to Construct (ATC) and an application for a Permit to Operate (PTO) to the ICAPCD prior to any construction and operation of the Project as required by Rule 207, New and Modified Source Review. The Project shall comply with all review design conditions contained in the ATC/PTO including but not limited to plant design, which shall include a system that controls emissions assuring compliance with Federal and State standards, testing and verification requirements. All harmful and noxious odors shall be controlled according to the ATC/PTO conditions to ensure that quantities released because of plant operations do not exceed Federal or State standards.

The Project will be required to comply with all offset requirements in the event that potential emissions exceed Rule 207 thresholds.

Permittee shall submit two dust control plans. The first dust control plan shall be the "Construction" Dust Control Plan and shall be submitted to and approved by the ICAPCD prior to issuance of any construction permit. The second dust control plan shall be an "Operational" Dust Control Plan and shall be submitted to and approved by the ICAPCD prior to the start of operations. Both Dust Control Plans shall identify existing and potential sources of fugitive PM 10 and shall identify the mitigation measures, which shall be applied to maintain visible dust emissions below 20% opacity and where applicable, provide evidence that the area is stabilized.

NOx Controls, the project shall comply with all applicable standard mitigation measures for construction combustion equipment for the reduction of excess NOx emissions:

- a. Utilize all Tier 3 or Tier 4 construction equipment;
- b. Prohibit idling of equipment not in use; for equipment in use reduce idling time to a maximum of 5 minutes;
- c. Where feasible replace fossil fuel burning equipment with electrically driven equivalents provided they are not powered via a portable generator;
- d. Register all portable engines 50 horse power or greater with the ICAPCD;

- 1 e. Submit to the ICAPCD prior to any earthmoving activity a complete list of all
2 construction equipment to be utilized during the construction phase identifying Make,
3 Model, Year, Horsepower, estimated hours of usage per equipment and total number
of each piece of equipment.

4 The project shall also apply enhanced dust control plan with measures to assure reduced
5 levels of NOx are maintained during the construction phase of the project: In the event, NOx
6 emissions are calculated to exceed ICAPCD thresholds for construction; the Permittee shall
7 provide for "offsite" mitigation or comply with Policy number 5. Policy number 5 allows a
project to pay in-lieu impact fees utilizing the most current Carl Moyer Cost Effective
methodology to reduce excess NOx emissions.

- 8 a. A construction Equipment List in Excel format detailing the equipment type, make,
9 model, year horsepower, hours of daily operation, date arrived onsite, and date
removed from site must be submitted to the Air District on a regular basis.
10 b. Formal written notification must be given to the Air District 10 days prior to the start of
construction.
11 c. Any generator greater than 50 brake horsepower must be permitted through the
12 Permitting and Engineering.
13 d. Watering must be performed continuously at all times on all roadways with record
keeping to document such.
14 e. Reduced speed for all vehicle types not to exceed 40 mph on paved surfaces/roadways
and no more than 15 mph on unpaved surfaces/roadways.

15 **S-5 BIOLOGICAL RESOURCES:**

16 In order to minimize potential impacts to burrowing owl, the following shall be implemented
17 prior to and during construction activities:
18

19 BIO-1: The Applicant shall ensure that prior to and during construction, onsite occupied
burrows shall be avoided during nesting season (February 1 through August 31).

20 BIO-2: The Applicant shall conduct a preconstruction survey within 30 days of ground-
21 breaking activities to identify any burrowing owls on site.

22 BIO-3: If burrowing owls are found within the Project site, a Burrowing Owl Mitigation Plan
23 must be prepared by a qualified biologist and approved by CDFW prior to any ground-
disturbing activities.

24 BIO-4: The construction or site manager shall ensure that no construction occurs within 250
25 feet of the artificial burrows or other active or occupied burrows unless active or occupied
burrows are sheltered with hay bales and monitored by a qualified biologist; if this is done,
26 work may occur within 20 feet of active or occupied burrows. If qualified biologists observe
burrowing owls' agitation, work in the vicinity will stop. Additional shelter materials can be
27 added until burrowing owls remain calm during construction activities.
28

BIO-5: If passive relocation is required, it shall be done by a qualified biologist from September 1 to January 31 and will follow the CDFW Staff Report on Burrowing Owl Mitigation Guidelines (CDFW 2012).

S-6 CONSTRUCTION STANDARDS:

The geothermal and other structures shall be built in accordance with the County Building Code requirements applicable to "Seismic Category D". All structures and facilities shall be designed in accordance with the publication entitled "Recommended Lateral Force Requirements and Commentary by the Structural Engineers Association of California". The structural components of the permitted facilities shall be reviewed by the County Building Official/Planning Director. Building permits shall be procured for all non-electric utility facilities from the County prior to commencement of any construction.

S-7 EMERGENCY RESPONSE PLAN (ERP):

An Emergency Response Plan shall be prepared covering possible emergencies, e.g. blow-outs, major fluid spills, earthquakes, fires, floods and other foreseeable accidents and emergencies. At all times, there shall be at least one employee either on the facility premises or on call (i.e., available to respond to an emergency by reaching the facility within a short period of time) with the responsibility of coordinating all emergency response measures. This Emergency Coordinator shall be thoroughly familiar with all aspects of the facility's Emergency Response Plan, all operations and activities at the facility, location of all records within the facility and the facility layout. This person shall have the authority to commit the resources needed to carry out the contingency plan to include appropriate first aid provisions during project construction and operation with appropriate first aid training for Project employees. Adequate personnel and equipment shall be available to respond to emergencies and to insure compliance with the conditions of the permit.

(a) The Emergency Response Plan shall be prepared in consultation with, but not be limited to, the Regional Water Quality Control Board (RWQCB), Imperial County Office of Emergency Services, and local emergency service agencies, and other appropriate state and county agencies and shall include information useful in combating the emergency. The Plan shall be available on-site, and provided to agencies responsible for preparing for and addressing emergencies, on request. The plan shall include a notification list of response agencies which shall be notified immediately upon the discovery of a reportable unauthorized discharge and the list shall include: Imperial Fire/Office of Emergency Services, Planning & Development Services Department, Environmental Health Services/Health Department, RWQCB, Imperial Irrigation District (IID), Department of Public Works (DPW), Sheriff's office, as applicable.

(b) A Hazardous Materials Business Plan shall be prepared and be submitted to the Certified Unified Program Agency, Imperial County Hazardous Materials/Waste Unit and shall be maintained by the Permittee. The Permittee shall provide adequate safety devices against the hazard of fire and explosion for activities that involve the use and storage of flammable, explosive or highly corrosive or reactive materials as well as adequate fire-fighting and fire suppression equipment and devices standard in the industry with compliance with applicable state and local laws as determined by the Imperial County Fire Chief.

1 (c) The Permittee shall meet all NFPA requirements, and also submit an
2 Engineer-certified (California-licensed Engineer) fire suppression/protection plan to the
3 Imperial County Fire/OES Department, prior to issuance of a building permit.

4 All designated employees shall be provided with communication devices, cell phones or
5 walkie-talkies, in the event of an emergency situation on-site.

6 **S-8 FIRST AID:**

7 Appropriate first aid provisions for facility operations shall be made for emergency response
8 during project construction and operation with appropriate first aid training for project
9 employees. During construction, a member of each working crew shall be trained in basic
10 first aid and supplied with necessary medical equipment to respond to emergencies as
11 provided for in the Emergency Response Plan required hereinabove.

12 **S-9 GEOTECHNICAL:**

13 The Permittee shall conduct applicable on-site geotechnical investigations of soil
14 characteristics affecting the permitted facilities by qualified persons at the Permittee's
15 expense and any soil reports shall be made available to the County.

16 **S-10 GEOLOGY & SOILS & GEOLOGIC HAZARDS:**

17 All grading operations and construction shall be conducted in conformance with the
18 recommendations included in the Preliminary Geotechnical Report on the Project site that
19 has been prepared by Land-Mark Geo-Engineers and Geologists (Land-Mark) in August
20 2020. Design, grading, and construction shall be performed in accordance with the
21 recommendations of the project geotechnical consultant as summarized in a final written
22 report, subject to review by the County, prior to commencement of grading activities.

23 **S-11 HAZARDS & HAZARDOUS MATERIALS:**

24 A comprehensive Hazardous Materials Business Plan shall be prepared for the project in
25 accordance with the California Accidental Release Prevention Program. The Hazardous
26 Materials Management Plan (HMMP) shall include (1) an Inventory and Site Map, (2) an
27 Emergency Response Plan (ERP) and Owner/Operator Identification, and (3) employee
28 training.

The HMMP will be prepared and submitted to the California Department of Toxic Substances
Control (DTSC), as the Certified Unified Program Agency (CUPA) for Imperial County. The
HMMP will be maintained and revised as necessary.

The DTSC ICUPA understands that you are conducting a business in Imperial County (Email
from Nyein Aung/Roger Vintze, DTSC Imperial CUPA, dated May 8, 2014)

California Health and Safety Code, Chapter 6.95, Section 25500 requires you to establish
an implement Hazardous Materials Release Response Plan and Inventory (Business Plan)
for emergency response to any hazardous material mishap, if at any one time your facility
handles a hazardous waste in quantities equal to or greater than 55 gallons for liquids, 500

1 pounds for solids, and 200 cubic feet for compressed gases. With the passage of Assembly
2 Bill (AB) 408 on October 8, 2011, the inventory reporting quantities were changed as follows:

3 For a solid or liquid hazardous material that is classified as a hazard solely as an irritant or
4 sensitizer, the new reporting quantity is 5,000 pounds;

5 For a hazardous material that is a gas, at standard temperature or pressure, and for which
6 the only health and physical hazards are simple asphyxiation and the release of pressure,
7 the new reporting quantity is 1,000 cubic feet (Reporting of gases in a cryogenic state
8 remains unchanged);

9 For oil-filled electrical equipment that is not contiguous to an electrical facility, the new
10 reporting quantity for the oil is 1,320 gallons. Moreover, if you generate, store or handle any
11 amount of hazardous waste at any one time must report to DTSC ICUPA and register for
12 hazardous waste generator program.

13 **S-12 LAND USE:**

14 The Permittee shall prepare an appropriate parking plan for the permitted facilities and any
15 signs shall require compliance with the Land Use Ordinance provisions and provide the
16 necessary laydown/staging areas for permitted facilities.

17 **S-13 HYDROLOGY AND WATER QUALITY:**

18 The Permittee shall furnish a Drainage and Grading Plan/Study to provide for property
19 grading and drainage control, which shall also include prevention of sedimentation of
20 damage to off-site properties. The Study/Plan shall be submitted to the Department of
21 Public Works for review and approval. The Permittee shall implement the approved plan.
22 Employment of the appropriate Best Management Practices (BMP's) shall be included.

23 Implementation of a SWPPP:

24 The project could violate water quality standards or waste discharge requirements unless
25 mitigated as follows:

- 26 1. Prior to the issuance of grading permits, Permittee shall obtain coverage under the
27 SWRCB's General Permit for Stormwater Discharges Associated with Construction
28 Activity Permittee shall prepare a SWPPP to be administered during grading and
Project construction. The SWPPP must contain BMPs and construction techniques
accepted by the County for use in the Project area at the time of construction that
meet the technical standards of the General Construction Permit to ensure that
potential water quality impacts (including on- and off-site erosion) during construction
phases are minimized, that shall reduce the potential for runoff, and the release,
mobilization, and exposure of pollutants from the construction area, and that no water
quality standards are violated.
2. The SWPPP must address spill prevention and include a countermeasure plan
describing measures to ensure proper collection and disposal of all pollutants
handled or produced on the site during construction, including sanitary wastes,
cement, and petroleum products. Countermeasures may include measures to
prevent or clean up spills of hazardous waste and of hazardous materials used for
equipment operation, and emergency procedures for responding to spills. BMPs

1 included in the SWPPP must be consistent with the California Stormwater Best
2 Management Practices Handbook for Construction.

- 3 3. The SWPPP must be submitted to California RWQCB CRB and Imperial County for
4 review prior to the issuance of grading permits.
- 5 4. The SWPPP shall identify and specify the pollutants that are likely to be used during
6 construction that could be present in stormwater drainage and non-stormwater
7 discharges, including fuels, lubricants, and other types of materials used for
8 equipment operation and the means of waste disposal.
- 9 5. The SWPPP shall specify personnel training requirements and procedures that shall
10 be used to ensure that workers are aware of permit requirements and proper
11 installation methods for BMPs specified in the SWPPP.
- 12 6. The SWPPP shall also specify the appropriate personnel responsible for supervisory
13 duties related to implementation of the SWPPP.
- 14 7. Permittee shall file a Notice of Intent with the SWQCB to comply with the NPDES
15 General Stormwater Permit and prepare a SWPPP that meets the
16 Linear/Underground Overhead provisions in Attachment A of the General Permit.
- 17 8. A copy of the approved SWPPP(s) shall be maintained and available at all times on
18 the construction site(s).

12 **S-14 POTABLE WATER TREATMENT PLANT:**

13 Permittee shall provide potable water meeting California state standards. At a minimum this
14 includes obtaining a State Domestic Water Supply Permit for a non-transient non-community
15 public water system through the Imperial County Public Health Department (ICPHD).
16 Permittee under CUP #21-0020 may provide potable water under one of the following
17 options:

- 18 (a) The Hell's Kitchen Power Plant would expand its water system, located within the
19 footprint of this property, to provide water for both facilities;
- 20 (b) Hell's Kitchen PowerCo 1 and LithiumCo 1 facilities would form a separate corporate
21 entity to provide potable water to both plants. Under this option, the water treatment
22 system would be expanded to provide potable water to both facilities,
- 23 (c) Hell's Kitchen PowerCo 1 and LithiumCo 1 would form a special district, which then
24 can provide potable water to anyone within that district. Formation of the "special
25 district" would require approval from the Imperial County Local Agency Formation
26 Commission (LAFCO)
- 27 (d) Hells Kitchen PowerCo 1 would build a water treatment facility for the facility on the
28 Permittee property.

26 **S-15 ODOR CONTROL:**

27 The Permittee shall control hydrogen sulfide and other non-condensable emissions to
28 insure that quantities released do not exceed the mandatory standards. The Permittee
shall control all harmful or noxious emissions and the odors shall be controlled to insure
that quantities or air contaminants released as a result of the permitted facilities do not
exceed State or Federal standards.

1
2 **S-16 OPERATIONS:**

3 Permittee shall have a responsible agent on-site whose name, title, e-mail address and
4 telephone number (office & cell #'s) shall be provided to the CUPA (Imperial County
5 Hazardous Materials/Waste Unit), Department of Toxic Substances Control, County
6 Department of Public Works, County Fire/OES Department, County Environmental Health
Services/Health Department, Sheriff's Department and the County Planning & Development
Services Department.

7 **S-17 PERMITS:**

8 Except as specifically authorized in this permit, separate permits shall be required for any
9 supplemental activities required to operate the geothermal facility .

10 **S-18 PROJECT DESIGN:**

11 The following shall be the Project design:

12 (a) Construction and maintenance activities relating to the brine pipelines to and
13 from the geothermal resource shall be coordinated.

14 (b) All facility access on public rights-of-way and visitor parking areas within the
15 plant site shall be constructed to standards approved by the ICPDSD and/or DPW.

16 (c) Shrubs, trees and ground cover shall be planted and maintained to compliment
17 the appearance of permitted facilities, in accordance with any landscaping plan approved by
18 the County Planning and Development Services Department. The exterior finish of building
19 materials shall be painted an earth tone color to blend into the background. Exterior finishes
shall be limited to non-reflective materials such as concrete, masonry, or stucco, though
metal or synthetic wall panels with similar appearance to the aforementioned materials may
also be acceptable as determined by the Planning and Development Services Department.

20 (d) All equipment, pipes, tanks and lines used at the geothermal facility to handle,
21 transfer or pump geothermal fluids and on-site hazardous materials shall be maintained in
22 a manner that prevents leaking and spilling, e.g. effective performance, adequate funding,
operator staffing and training, and adequate laboratory and process controls, including
appropriate quality assurance procedures, with the operation of back-up or auxiliary facilities
when necessary to achieve compliance with the permit conditions.

24 (e) The facility shall be designed not interfere with the irrigation and drainage
25 pattern, and shall comply with the requirements and regulations of the Imperial Irrigation
District.

26 (f) All permanent sumps, brine ponds, waste holding ponds, and any other pond,
27 shall be designed and constructed to meet sound engineering standards and the regulations
28 and requirements of the RWQCB under the supervision of a California-licensed Civil
Engineer.

1 (g) Prior to site restoration and abandonment, it shall be the Permittee's
2 responsibility to comply with all regulations of the County and state, including the purging of
3 on-site brine ponds when the project ceases, salts removed from the dikes and bottoms and
4 the berms then leveled to the satisfaction of the landowners and the County Planning and
5 Development Services Department.

6 (h) Permittee shall utilize and comply with applicable California Building Code
7 requirements for the geothermal plant and related power distribution lines.

8 **S-19 RETURN OF SPENT BRINE:**

9 Any processed brine that is not used by Hell's Kitchen LithiumCo 1 shall be sent back to the
10 Hell's Kitchen PowerCo 1 Geothermal Plant.

11 **S-20 SPILLS AND RUNOFF:**

12 The Permittee shall design and construct the permitted facilities to prevent spills from
13 endangering adjacent properties and waterways, and to prevent runoff from any source
14 being channeled or directed in an unnatural way so as to cause erosion, siltation, or other
15 detriments. The plant site shall be graded and constructed so that all spills shall drain into
16 the on-site ponding areas.

17 **S-21 SYSTEM CLOSURE AND SITE RESTORATION:**

18 The Permittee shall comply with all closure requirements and site restoration, when
19 operation of the permitted facilities herein authorized has ceased. All plant facilities shall be
20 dismantled, all brine pipelines and related facilities shall be demolished and the site restored
21 as required by the County and the land involved be made compatible with the surrounding
22 uses or as requested by the landowner and as agreed to by the County Planning Director.
23 In the event that some structures are still viable for a permitted use on-site, such as the
24 manufacturing facilities, office, warehouse, and maintenance shop or other potentially
25 usable structures, the structures may remain on-site if the Permittee and landowner so
26 request and Planning Director so approves.

27 **S-22 TRANSPORTATION AND CIRCULATION:**

28 In order to prevent traffic delays related to the Project, the Applicant shall comply with
mitigation measures as listed in the Certified EIR.

A Commute Trip Reduction (CTR) program shall be implemented to discourage single-
occupancy vehicle trips and encourage alternative modes of transportation such as
carpooling, taking transit, walking, and biking. The CTR program could include features such
as carpooling encouragement, ride-matching assistance, preferential carpool parking, half-
time transportation coordinator, vanpool assistance, and bicycle end-trip facilities (parking,
showers, and lockers) and provide employees with assistance in using alternative modes of
travel.

S-23 WATER CONSERVATION:

1 The Permittee shall consult with the Imperial Irrigation District and comply with the approved
2 water contract. If the IID does not receive its annual 3.1 maf water apportionment according
3 to the QSA obligations of Colorado River water during the Project's 30-year lifespan, the
4 Applicant shall work with IID to ensure any reduction in water availability can be managed
5 by the Project.

6 **S-24 WATER FACILITIES:**

7 The Permittee shall obtain and comply with applicable General NPDES Permit for
8 Discharges of Water Associated with Construction and Waste Discharge Requirements for
9 permitted facilities as well as developing and implementing an applicable Storm Water
10 Pollution Prevention Plan for the facilities. The Permittee shall prepare and implement a
11 Drainage, Erosion and Sedimentation Control Plan relating to the permitted facilities.

12 **S-25 WASTE DISPOSAL:**

13 The Permittee shall insure that all wastes, liquid or solid, shall be disposed in compliance
14 with appropriate local, state, and federal regulations, in effect or subsequently duly and
15 legally enacted.

16 (a) Any discharge of wastes into surface water shall meet all requirements of the
17 Regional Water Quality Control Board, e.g. National Pollution Discharge Elimination System
18 permit restrictions to include a water quality monitoring program as approved by applicable
19 law.

20 (b) All solid wastes shall be disposed of in any approved solid waste disposal site
21 in accordance with County, State and Federal regulations. However, nothing herein is
22 intended to define any portion of the geothermal brine resource as a waste or to prohibit the
23 extraction of resources from spent geothermal brine or materials for useful purposes as
24 either allowed herein or later applied for and approved.

25 **S-26 SALES TAXES BENEFIT**

26 **SALES TAX ALLOCATION REQUIREMENT.**

27 To the extent permitted by applicable law, Developer will require that all qualifying
28 contractors and subcontractors exercise their option to obtain a California Department of
Tax and Fee Administration ("CDTFA") sub-permit for the jobsite and allocate all eligible
sales and use tax payments to County and the Local Transit Authority ("LTA"). Prior to
commencement of any construction activity on-site, Developer shall require that the
contractor or subcontractor provide County with a copy of their CDTFA account number and
sub-permit. Developer shall either cause its construction contractor to treat the Project in
accordance with California Sales and Use Tax Regulation 1521(b)(2)(B), California Sales
and Use Tax Regulation 1521(c)(13)(B), and California Sales and Use Tax Regulation
1826(b) for sales and use tax purposes, or form a "Buying Company" as defined in the
California Sales and Use Tax Regulation 1699(h). Developer may adopt an alternate
methodology to accomplish this goal if such methodology is approved by the County's
Executive Officer prior to issuance of any building permit. No later than forty-five (45) days after
the due date for filing sales and use tax returns for each calendar quarter, occurring after
the commencement of any construction activity on-site through including the first

1 anniversary of commercial operating date ("COD"), developer shall report, or cause its
2 general contractor to report to County, the total amount of sales and use taxes related to the
3 Project that are allocated to the County, and reported on Developer's, general contractor's
and subcontractors' applicable California sales and use tax returns.

4 Should Developer become aware of a change in circumstances that would materially
5 affect the sales/use tax allocation requirement, then Developer shall, within forty-five (45)
6 days of learning of such change in circumstances, inform the County in writing of the change
7 in circumstances. If the County determines that such change in circumstances warrants an
8 adjustment to the sales/use tax allocation requirement, then County shall negotiate in good
9 faith with Developer in revising the sales/use tax allocation requirement. If the Parties are
10 unable to agree upon a revised allocation, then the dispute shall be referred to an
independent accountant mutually acceptable to both Parties. The costs for such nonbinding
mediation shall be borne by Developer. Failure of the Developer to inform the County of the
change in circumstances shall constitute a waiver of Developer's ability to seek any
adjustment to the sales/use tax allocation based on such change in circumstances

11 The complete sales / use tax allocation amount due to County and LTA for the Project must
12 be received within one (1) year after COD for this Project, or such later date as any
13 applicable sales / use tax is due or is transmitted from the CDTFA, unless it is delayed due
14 to causes beyond Developer's control or for which Developer is not responsible. If, within
15 one (1) year after issuance of the final certificate of occupancy, or such later date as any
applicable sales / use tax is due or is transmitted from the CDTFA, the sales / use taxes
received by the County are less than the sales / use tax allocation amounts mandated under
paragraph B, then Developer shall pay the difference to the County.

16 Payments to County and LTA as a result of a shortfall shall be due within forty-five (45)
17 calendar days of Developer's receipt of written notice of shortfall from the County.

18 Failure to make such payment within the forty-five (45) day timeframe shall be considered a
19 default pursuant to section VI paragraph Q. of this Agreement, and may lead to termination
20 of this Agreement. Developer hereby agrees to pay interest at the rate of six percent (6%)
21 per annum of the payment due for any payment received by County beyond the forty-five
22 (45) day due date. The obligation to pay interest shall survive the termination of this
23 Agreement. The obligation to pay interest shall be stayed for up to thirty (30) calendar days
24 when such amounts are disputed in good faith, so long as Developer submits the payments
25 "under written protest" with a complete explanation of the reasons for the protest. Upon
26 resolution of the protested payment, such late charges may be assessed if it is determined
27 by County that the dispute was not made in good faith.

28 Repeated protests of the same point rejected in a prior protest shall be considered a protest
in bad faith. Any such payments later found not to be due by Developer shall be refunded
by County promptly, and in all events within thirty (30) calendar days after the determination
of the amounts owing is made.

In the event that Developer repowers or replaces the equipment onsite, to the extent
permitted under then applicable law, each site shall be designated as the "point of sale" so
as to create an additional local tax-funding source for the County of Imperial.

1. Hell's Kitchen PowerCo 1 LLC shall be the master developer and shall be responsible as for all improvements, septic, water plant, roads and other

improvements, Conditional Use Permit Application and CUP Conditions, EIR, and MM&RP.

2. If Hell's Kitchen PowerCo 1, LLC sells all or part of this project, an approved agreement shall be in place for new owner to build and maintain as agreed to by the previous conditions. The Planning and Development Services Director shall approve of any agreement between permittee and a new master developer.

S-27 DURATION OF THIS PERMIT:

The time limit under condition G-10 shall allow for the plant to be constructed and the 30 years shall commence upon issuance of the Certificate of Occupancy and/or the official starting date of commercial operations, whichever is later.

S-28 JOINT USE FACILITIES:

Permittee may construct and/or operate certain facilities within the project area of both the Hell's Kitchen PowerCo 1 LLC and Hell's Kitchen LithiumCo 1 LLC projects that are of a common use, including but not limited to the storm-water retention basin, the wastewater treatment system, and/or the potable water treatment system. Additionally, Permittee may construct connection, interconnection and/or return lines, including communication, power and control systems, between the projects, which may be necessary and incidental to the operation of the facilities.

Additional Conditions

PALEO-1: The Applicant shall retain the services of a Qualified Paleontologist and require that all initial ground- disturbing work be monitored by someone trained in fossil identification in monitoring contexts. The Qualified Paleontologist shall prepare a Paleontological Resource Mitigation Plan to be implemented during ground- disturbing activity for the proposed Project. This program should outline the procedures for paleontological monitoring, including extent and duration; protocols for salvage and preparation of fossils; and the requirements for a final mitigation and monitoring report. The Qualified Paleontologist and a paleontological monitor shall be present at the Project construction-phase kickoff meeting.

PALEO-2: Prior to commencing construction activities and, thus, prior to any ground disturbance in the Proposed Project site, the Qualified Paleontologist and paleontological monitor shall conduct initial Worker Environmental Awareness Program (WEAP) training to all construction personnel, including supervisors, present at the start of the Project construction work phase, for which the Applicant, or their designated Contractor, and all subcontractors shall make their personnel available. This WEAP training will educate construction personnel on how to work with the monitor(s) to identify and minimize impacts to paleontological resources and maintain environmental compliance, and it shall be performed periodically for new personnel coming on to the Project as needed.

PALEO-3: The Applicant, or their designated Contractor, shall provide the Qualified Paleontologist with a schedule of initial potential ground-disturbing activities. A minimum of 48 hours will be provided to the consultant prior to the commencement of any initial ground-disturbing activities, such as vegetation grubbing or clearing, grading, trenching, or mass

1 excavation. As detailed in the schedule provided, a paleontological monitor shall be present
2 on-site at the commencement of ground-disturbing activities related to the Project. The
3 monitor, in consultation with the Qualified Paleontologist, shall observe initial ground-
4 disturbing activities and, as they proceed, make adjustments to the number of monitors as
5 needed to provide adequate observation and oversight. All monitors will have stop-work
authority to allow for recordation and evaluation of finds during construction. The monitor
will maintain a daily record of observations as an ongoing reference resource and to provide
a resource for final reporting upon completion of the Project.

6 The Qualified Paleontologist, paleontological monitor, and the Applicant, or their designated
7 Contractor, and subcontractors shall maintain a line of communication regarding schedule
8 and activity such that the monitor is aware of all ground-disturbing activities in advance to
provide appropriate oversight.

9 **PALEO-4:** If paleontological resources are discovered, construction shall be halted within
10 50 feet of any paleontological finds and shall not resume until the Qualified Paleontologist
11 can determine the significance of the find and/or the find has been fully investigated,
documented, and cleared.


12 **PALEO-5:** At the completion of all ground-disturbing activities, the Qualified Paleontologist
13 shall prepare a Paleontological Resources Monitoring Report summarizing all monitoring
14 efforts and observations, as performed, and any and all paleontological finds and shall
provide follow-up reports of any finds to the preferred paleontological repository, as required.

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1 **NOW THEREFORE**, County hereby issues the Conditional Use Permit CUP #21-0020 and Permittee
2 hereby accepts permit upon the terms and conditions set forth herein.

3 **IN WITNESS THEREOF**, the parties hereto have executed this Agreement the day and year first
4 written.

5 **PERMITTEE**
6 *Controlled Thermal Resources*

7 
8 Jim Turner, President

Jan. 25, 2024
Date

10 **COUNTY OF IMPERIAL**, a political subdivision of the **STATE OF CALIFORNIA**

11 
12
13 James A. Minnick, Director
14 Planning & Development Services

1/25/24
Date

OFFICIAL CALIFORNIA NOTARIAL CERTIFICATE
ACKNOWLEDGEMENT

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

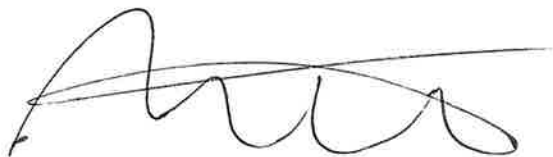
County of Imperial

On JAN 25, 2024 before me, Kimberly Noriega, Notary Public, personally appeared James Thomas Turner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

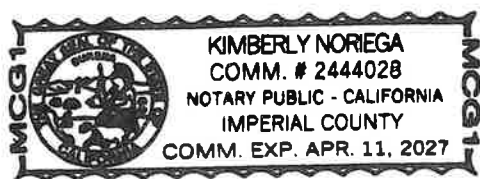
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



COUNTY NOTARIZATION

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

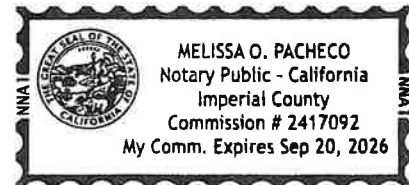
COUNTY OF IMPERIAL } S.S.

On January 25, 2024 before me, Melissa O. Pacheco
a Notary Public in and for said County and State, personally appeared
James A. Minnick, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

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

WITNESS my hand and official seal

Signature [Signature]



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could
prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document CUP #21-0020
Number of Pages 23 Date of Document Jan 25, 2024
Signer(s) Other Than Named Above James Thomas Turner

S:\AllUsers\APN\020\010\012\HELLS KITCHEN POWER & LITHIUM\bs FOLDER\CUPs & RESOL\CUP21-0020 Agreement .docx

Recorded Requested By and
When Recorded Return To:

Imperial County Planning & Development Services
801 Main Street
El Centro California 92243

RECORDED

JAN 26 2024

CHUCK STOREY
Imperial County Clerk-Recorder

AGREEMENT FOR CONDITIONAL USE PERMIT CUP #21-0021
(Hell's Kitchen LithiumCo 1 LLC)
(Approved at Board of Supervisors January 23, 2024)

This agreement is hereby made and entered into on this 25th day of Jan, by and between Controlled Thermal Resources (US) Inc. via its subsidiary Hell's Kitchen LithiumCo 1, LLC hereinafter referred to as the Permittee, and the COUNTY OF IMPERIAL, a political subdivision of the State of California, (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, Permittee is the owner, lessee or successor-in-interest in certain land in Imperial County with the applicant proposing Hell's Kitchen LithiumCo 1 (HKL1) to construct and operate a commercial geothermal mineral extraction processing plant, Hell's Kitchen LithiumCo 1, LLC is proposing the Hell's Kitchen LithiumCo 1 (HKL1). The geothermal plant (HKP1) and lithium facilities (HKL1) project is within portions of Sections 11 and 12 of Township 11 South, Range 13 East, S.B.B.M.; the gen-tie/power line ROW corridor is located within portions of Sections 12, 13 and 14 of Township 11 South, Range 13 East, S.B.B.M., approximately 3.8 miles southwest of the Townsite of Niland, Assessor's Parcel Numbers:

020-010-012	HKP1 and HKL1 Shared Facilities	S-1-G and S-2-G
020-010-013	HKP1 and HKL1 Shared Facilities	S-1-G
020-070-060	HKP1 and HKL1 Shared Facilities	S-1-G
020-010-042	Gen-Tie and Power Line	S-1-G
020-060-001	Gen-Tie and Power Line	S-1-G
020-060-002	Gen-Tie and Power Line	S-1-G
020-060-039	Gen-Tie and Power Line	S-1-G
020-060-040	Gen-Tie and Power Line	S-1-G
020-070-026	Gen-Tie and Power Line	S-1-G
020-070-025	Gen-Tie and Power Line	S-1-G
020-070-029	Gen-Tie and Power Line	S-1-G
020-070-055	Gen-Tie and Power Line	S-1-G
020-010-031	Gen-Tie and Power Line	S-1-G
020-010-032	Gen-Tie and Power Line	S-1-G
020-010-035	Gen-Tie and Power Line	M-2-G-PE
020-100-044	Gen-Tie and Power Line	M-2-G-PE

WHEREAS, Permittee has applied to the County of Imperial for a Conditional Use Permit #20-0021 allowing for the construction and operation of a geothermal lithium mineral

1 extraction facility and associated interconnections to the Geothermal Plant that includes
2 pipelines, conveyors, conduits and other mechanical connections to/from geothermal plant,
3 additionally, the Permittee has applied for a variance for height increase needed for facility
construction and operation.

4 The letter "G" shows the "GENERAL CONDITIONS". These conditions are conditions that
5 either routinely and commonly are included in all Conditional Use Permits as "standardized
6 conditions and/or are conditions that the Imperial County Planning Commission has
7 established as a requirement on all CUP's for consistent application and enforcement. The
Permittee is hereby advised that the General Conditions are as applicable as the SITE
SPECIFIC conditions.

8 **GENERAL CONDITIONS:**

9 10 **G-1 GENERAL LAW:**

11 The Permittee shall comply with all local, state and/or federal laws, rules, regulations,
12 ordinances, and/or standards (LORS) as they may pertain to the Project whether specified
herein or not.

13 **G-2 PERMITS/LICENSES:**

14 The Permittee shall obtain all local, state and/or federal permits, licenses, and/or other
15 approvals for the construction and/or operation of the Project. This shall include, but not be
16 limited to, local requirements for Health, Building, Sanitation, ICAPCD, Public Works, County
17 Sheriff, Fire Protection/Office of Emergency Services, Regional Water Quality Control
18 Board, California Division of Oil, Gas and Geothermal Resources (CDOGGR), among
19 others. Permittee shall likewise comply with all such permit requirements. Additionally,
Permittee shall if so requested submit a copy of such additional permit and/or licenses to
the Planning & Development Services Department within thirty (30) days of receipt, including
amendments or alternatives thereto.

20 **G-3 RECORDATION:**

21 This permit shall not be effective until CUP is recorded at the Imperial County Recorder's
22 Office and payment of the recordation fee shall be the responsibility of the Permittee. If the
23 Permittee fails to pay the recordation fee within six (6) months from the date of approval,
24 this permit shall be deemed null and void. The Planning & Development Department will
25 submit the executed Permit to the Imperial County Recorder's office for recordation
26 purposes. Permittee shall commence construction of the permitted activities or provide
evidence of substantial process within twelve (12) months from the effective date of this
permit, i.e. approval date. The Planning Director shall have the authority to extend this time
limit not to exceed 24 months if so requested by the Permittee.

27 **G-4 CONDITION PRIORITY:**

28

1 The Project shall be constructed and operated as described in this Permit, the project
2 description and as specified herein. If a conflict occurs between the permitting/regulatory
3 agencies, the most stringent condition shall govern and takes precedence.

4 **G-5 INDEMNIFICATION:**

5 As a condition of this permit, Permittee agrees to defend, indemnify, hold harmless, and
6 release the County, its agents, officers, attorneys, and employees from any claim, action, or
7 proceeding brought against any of them, the purpose of which is to attack, set aside, void,
8 or annul the permit or adoption of the environmental document which accompanies it. This
9 indemnification obligation shall include, but not be limited to, damages, costs, expenses,
10 attorney's fees, or expert witness fees that may be asserted by any person or entity,
including the Permittee, arising out of or in connection with the approval of this permit,
whether there is concurrent, passive or active negligence on the part of the County, its
agents, officers, attorneys, or employees. This indemnification shall include Permittee's
actions involved in construction, operation or abandonment of the permitted activities.

11 **G-6 INSURANCE:**

12 The Permittee shall secure and maintain liability in tort and property damage, insurance at
13 a minimum of \$1,000,000.00 or proof of financial responsibility to protect persons or property
14 from injury or damage caused in any way by construction, or operation, of permitted facilities.
15 The Permittee and/or operator shall require that proper Workers' Compensation insurance
16 covers all laborers working on such facilities, e.g. construction and operational activities, as
required by the State of California. The Permittee shall also secure liability insurance and
such other insurance as may be required by the State and/or Federal Law.

17 Evidence of such insurance shall be provided to the County prior to commencement of any
18 activities authorized by this permit, e.g. a Certificate of Insurance is to be provided to the
19 Planning & Development Services Department by the insurance carrier and said insurance
20 and certificate shall be kept current for the life of the permitted Project. Certificate(s) of
insurance shall be sent directly to the Planning & Development Services Department by the
insurance carrier and shall name the Department as a recipient of both renewal and
cancellation notices.

21 **G-7 INSPECTION AND RIGHT OF ENTRY:**

22 The County reserves the right to enter the premises to make appropriate inspection(s) and
23 to determine if the condition(s) of this permit are complied with. The owner or operator shall
24 allow authorized County representative(s) access upon the presentation of credentials and
other documents as may be required by law to:

25 (a) Enter at reasonable times upon the owner's or operator's premises where a
26 permitted facility or activity is located or conducted, or where records must be kept under
the conditions of the permit;

27 (b) Have access to and copy, at reasonable times, any records that must be kept
28 under the conditions of the permit; and,

1 (c) Inspect at reasonable times any facilities, equipment (including monitoring and
2 control equipment), practices, or operations regulated or required under the permit.

3 **G-8 SEVERABILITY:**

4 Should any condition(s) of this permit be determined by a Court or other agency with proper
5 jurisdiction to be invalid for any reason, such determination shall not invalidate the remaining
6 provision(s) of this permit.

7 **G-9 PROVISION TO RUN WITH THE LAND/PROJECT:**

8 The provisions of this project are to run with the land/project and shall bind the current and
9 future owner(s), successor(s)-in-interest, assignee(s) and/or transferee(s) of said project.
10 Permittee shall not without prior notification to the Planning & Development Services
11 Department assign, sell or transfer, or grant control of project or any right or privilege therein.
12 The Permittee shall provide a minimum of sixty (60) days written notice prior to such
13 proposed transfer becoming effective. The permitted use identified herein is limited for use
14 upon the permitted properties described herein and may not be transferred to any another
15 parcels.

16 **G-10 TIME LIMIT:**

17 Unless otherwise specified within the specific conditions, this permit shall be limited to a
18 maximum of thirty (30) years from the recordation of the CUP. The CUP may be extended
19 for a successive thirty (30) year period by the Planning Director upon a finding by the
20 Planning & Development Services Department that the project is in compliance with all
21 conditions of the CUP as stated herein and any applicable Land Use regulation of the County
22 of Imperial.

23 If an extension is necessary, the Permittee shall file a written extension request with the
24 Planning Director at least sixty (60) days prior to the expiration date of the Permit. Such an
25 extension request shall include the appropriate extension fee, pursuant to the Land Use
26 Ordinance, Title 9, Division 9, Section 90901.03 *et. seq.*, General Planning fees. If the
27 original approval was granted by the Planning Commission and/or the Board of Supervisors,
28 such an extension shall only be considered by the approving body, after a noticed public
hearing. Nothing stated or implied within this permit shall constitute a guarantee that an
extension will be granted. An extension may not be granted if the project is in violation of
any one or all of the conditions or if there is a history of non-compliance with the permit
conditions.

G-11 COST:

The Permittee shall pay any and all amounts determined by the County Planning &
Development Services Department to defray any and all cost(s) for the review of reports,
field investigations, subsidence/seismicity monitoring, provisions for geothermal waste
services, and other activities directly related to the enforcement/monitoring for compliance
of this Permit, County Ordinance or any other applicable law as provided in the Land Use
Ordinance, Section 90901.03 *et. seq.*, General Planning fees. All County Departments',
directly involved in the monitoring/enforcement of this project may bill Permittee under this

1 provision; however, said billing shall only be through and with the approval of the Planning
2 & Development Services Department.

3 **G-12 REPORTS/INFORMATION:**

4 If requested in writing by the Planning Director, Permittee shall provide any such
5 documentation/report as necessary to ascertain compliance with the Permit. The format,
6 content and supporting documentation shall be as required by the Planning Director.

7 **G-13 DEFINITIONS:**

8 In the event of a dispute the meaning(s) or the intent of any word(s), phrase(s) and/or
9 conditions or sections herein shall be determined by the Planning Commission of the County
10 of Imperial. Their determination shall be final unless an appeal is made to the Board of
11 Supervisors within the required time, i.e. ten (10) calendar days, pursuant to the Land Use
Ordinance, Title 9, Division 1, Chapter 4, Section 90104.05, *Appeal from Decision*.

12 **G-14 MINOR AMENDMENTS:**

13 The Planning Director may approve minor changes or modifications to the design,
14 construction, and/or operation of the Project provided said changes are necessary for the
15 project to meet other laws, regulations, codes, or conditions of the CUP and provided further,
16 that such changes will not result in any additional environmental impacts.

17 **G-15 SPECIFICITY:**

18 The issuance of this permit does not authorize the Permittee to construct or operate the
19 Project in violation of any state, federal, local law nor beyond the specified boundaries of the
20 Project as shown in the application/project description/permit, nor shall this permit allow any
21 accessory or ancillary use not specified herein. This permit does not provide any
22 prescriptive right or use to the Permittee for future addition and/or modifications to the
23 Project.

24 **G-16 NON-COMPLIANCE (ENFORCEMENT & TERMINATION):**

25 Should the Permittee violate any condition herein, the County shall give notice of such
26 violation. If Permittee does not act to correct the identified violation, and after having given
27 reasonable notice and opportunity, the County may revoke the permit.

28 (a) If the Planning Commission finds and determines that the Permittee or successor-in-
interest has not complied with the terms and conditions of the CUP, or cannot comply with
the terms and conditions of the CUP, or the Planning Commission determines that the
permitted activities constitute a public nuisance, the Planning Director shall provide
Permittee with notice and a reasonable opportunity to comply with the enforcement or
abatement order; and,

(b) If after receipt of the order, (1) Permittee fails to comply, and/or (2) Permittee cannot
comply with the conditions set forth in the CUP, then the matter shall be referred to the

1 Planning Commission for permit modification, suspension, or termination, or to the
2 appropriate prosecuting authority.

3 **G-17 GENERAL WELFARE:**

4 All construction and operations shall be conducted with consistency with all laws, conditions,
5 adopted County policies, plans and the application so that the Project will be in harmony
6 with the area and not conflict with the public health, safety, comfort, convenience, and
general welfare.

7 **G-18 PERMITS OF OTHER AGENCIES INCORPORATED:**

8 Permits granted by other governmental agencies in connection with the Project are
9 incorporated herein by reference. The County reserves the right to apply conditions of those
10 permits, as the County deems appropriate; provided that enforcement of a permit granted
by another governmental agency shall require concurrence by the respective agency.

11 **G-19 HEALTH HAZARD:**

12 If the County Health Officer determines that a significant health hazard exists to the public,
13 the Health Officer may require appropriate measures and the Permittee shall implement
14 such measures to mitigate the health hazard. If the hazard to the public is determined to be
15 imminent, such measures may be imposed immediately and may include temporary
16 suspension of permitted activities, the measures imposed by the County Health Officer shall
not prohibit the Permittee from requesting a special Planning Commission meeting, provided
Permittee bears all related costs.

17 **G-20 APPROVALS AND CONDITIONS SUBSEQUENT TO GRANTING PERMIT:**

18 Permittee acceptance of this permit shall be deemed to constitute agreement with the terms
and conditions contained herein.

- 19 • Where requirements are imposed in this permit that Permittee shall conduct
20 monitoring and where the County has reserved the right to impose or modify
conditions with which the Permittee must comply based on data obtained therefrom.
- 21 • Where Permittee is required to prepare specific plans for County approval and
22 disagreement arises, the Permittee, operator and/or agent, the Planning Director or
23 other affected party, to be determined by the Planning Director, may request that a
24 hearing be conducted before the Planning Commission whereby they may state the
25 requirements which will implement the applicable conditions as intended herein.
Upon receipt of a request, the Planning Commission shall conduct a hearing and
make a written determination. The Planning Commission may request support and
advice from a technical advisory committee. Failure to take any action shall constitute
endorsement of staff's determination.

26 **G-21 CHANGE OF OWNER/OPERATOR:**

27 In the event the ownership of the site or the operation of the site transfers from the current
28 Permittee to a new successor Permittee, the successor Permittee shall be bound by all terms
and conditions of this permit as if said successor was the original Permittee. Current
Permittee shall inform the County Planning and Development Services Department in writing

1 at least 60 days prior to any such transfer. Failure of a notice of change of ownership or
2 change of operator shall be grounds for the immediate revocation of the CUP. In the event
3 of a change, the new Owner/Operator shall file with the Department, via certified mail, a
4 letter stating that they are fully aware of all conditions and acknowledge that they will adhere
5 to all. If this permit or any subservient or associated permit requires financial surety, the
6 transfer of this permit shall not be effective until the new Permittee has requisite surety on
file. Furthermore existing surety shall not be released until replacement surety is accepted
by County. Failure to provide timely notice of transfer by Permittee shall forfeit current
surety.

7 **G-22 COMPLIANCE WITH ORDINANCE:**

8 Permittee is aware of, has been provided a current copy of and has agreed to be bound by
9 and maintain compliance with the "Communications Ordinance", being Title 9, Division 24
of the County's codified ordinances.

11 (The remainder of this page is intentionally left blank)

1 **CUP #21-0021 GEOTHERMAL MINERAL EXTRACTION:**

2

3 **SITE SPECIFIC CONDITIONS:**

4 **S-1 AUTHORIZED SCOPE OF ACTIVITIES:**

5 The Permittee is authorized to construct and operate the following facilities in compliance
6 with the County's General Plan, Renewable Energy and Transmission Element, Land Use
7 Ordinance, CUP application and all other applicable local, state, and federal laws,
ordinances, regulations and standards (LORS):

8 The Proposed Project is the construction and operation of a geothermal power facility
9 (HKP1) and commercial geothermal mineral extraction and production plant (HKL1) within
10 the Salton Sea geothermal field in Imperial County, California (Project). HKL1 involves to
11 develop mineral extraction and processing facilities capable of producing lithium hydroxide,
silica, and polymetallic products for commercial sale. The Project would consist of the
following activities:

- 12 • Construction of pipelines between HKP1 and HKL1 to facilitate the movement of
brine between the facilities;
- 13 • Construction and operation of a mineral-extraction facility to extract lithium
14 hydroxide, silica, and polymetallic products, and possibly other mineral compounds
from the geothermal brine;
- 15 • Construction of ingress and egress to the Project site from Davis Road;
- 16 • Paving of Davis Road from McDonald Road to Noffsinger Road (approximately 2
miles);
- 17 • Construction of an interconnection line with IID substation located at Davis Road;
and
- 18 • Construction of shared administrative facilities, offices, repair facilities, shipping and
receiving facilities, and other infrastructure components.

19 **Structures**

20 HKL1 will include the construction of the following structures:

- 21 • Geothermal pipelines to transfer brine from HKP1
- 22 • A cooling tower
- 23 • Truck entrance security
- 24 • Brine crystallizers, clarifiers, thickeners, and filter presses
- 25 • A lithium recovery resin vessel and systems
- 26 • Raw water filtration, fire-water storage, and reverse osmosis facilities
- 27 • Electrical buildings to house electric power switchgear and electrical metering
- 28 • Reagent storage and preparation buildings
- Two motor-control centers
- Lithium product handling and packing buildings (that will house the filtration and
drying equipment for the lithium products and bagging and palletizing of finished
products)
- Polymetallic product handling facilities
- Bulk boron containing product handling facilities

- Two lime silos
- Hydrochloric acid offloading and storage tanks
- A reverse osmosis water treatment facility or similar technology

Implementation of these project(s) requires an approval of Conditional Use Permit(s) and Variance(s) to allow for the construction and operation of the proposed 49.9MW net geothermal power plant and mineral extraction and processing facility.

S-2 AESTHETICS:

The Permittee shall design and maintain all permanent structures to be harmonious in appearance and compatible with the approved landscaping plans for screening and restoration of laydown areas, facility painting/treatment plan and lighting plan. The Permittee shall coordinate the painting of all mineral production facilities and pipelines with the County and blend in with the existing environment as discussed above.

Permittee shall install a six (6) foot (minimum) perimeter security fence. Landscaping will be installed between the fence and the public roadway along the frontage of the property with special attention at the entrance. The landscaping will need design approval from the Imperial County Planning & Development Services Department prior to installation.

Site Abandonment Plan:

Prior to the first building permit being issued, Hell's Kitchen LithiumCo 1 LLC shall submit to the County of Imperial Planning & Development Services Department, a Site Abandonment Plan to return the property to its previous condition. The first building permit shall be exclusive of a temporary electrical permit or the grading permit. The Site Abandonment Plan shall include a reclamation cost estimate prepared by a California-licensed general contractor or civil engineer. Permittee shall provide financial assurance/bonding in the amount equal to the reclamation cost estimate to restore the site to its pre-construction condition including removal of all structures and equipment, soil testing for and clean-up of contaminants in the soil and any other clean up and repair necessary to return the land to its previous condition within 180days of the first building permit being issued. The term "building permit" shall not include a temporary power permit or a grading permit.

S-3 AGRICULTURE:

Agricultural Commission Conditions:

The Project shall:

- Monitor for all pests including insects, vertebrates, weeds, and pathogens. Promptly control or eradicate pests when found, or when notified by the Agricultural Commissioner's office that a pest problem is present on the project site. A qualified applicator or a licensed pest control operator must perform all treatments.
- "Control" means to reduce the population of common pests below economically damaging levels, and includes attempts to exclude pests before infestation, and effective control methods after infestation. Effective control methods may include physical/mechanical removal, biocontrol, cultural control, or chemical treatments.

- Allow access by Agricultural Commissioner staff for routine visual and trap pest surveys, compliance inspections, eradication of exotic pests, and other official duties.

Reimbursement:

- The project shall reimburse the Agricultural Commissioner's office for the actual cost of investigations, inspections, or other required non-routine responses to the site that are not funded by other sources if the investigation shows that the Permittee created the problem alleged in the complaint.

S-4 AIR QUALITY:

The project site shall comply with the Imperial County APCD (ICAPCD) Rule VIII regulations for compliance with the following measures:

Obtain Authority to Construct (ATC) and Permit to Operate (PTO):

The Project shall submit, in a timely manner, an application for an Authority to Construct (ATC) and an application for a Permit to Operate (PTO) to the ICAPCD prior to any construction and operation of the Project as required by Rule 207, New and Modified Source Review. The Project shall comply with all review design conditions contained in the ATC/PTO including but not limited to plant design, which shall include a system that controls emissions assuring compliance with Federal and State standards, testing and verification requirements. All harmful and noxious odors shall be controlled according to the ATC/PTO conditions to ensure that quantities released because of plant operations do not exceed Federal or State standards.

The Project will be required to comply with all offset requirements in the event that potential emissions exceed Rule 207 thresholds.

Permittee shall submit two dust control plans. The first dust control plan shall be the "Construction" Dust Control Plan and shall be submitted to and approved by the ICAPCD prior to issuance of any construction permit. The second dust control plan shall be an "Operational" Dust Control Plan and shall be submitted to and approved by the ICAPCD prior to the start of operations. Both Dust Control Plans shall identify existing and potential sources of fugitive PM 10 and shall identify the mitigation measures, which shall be applied to maintain visible dust emissions below 20% opacity and where applicable, provide evidence that the area is stabilized.

NOx Controls, the project shall comply with all applicable standard mitigation measures for construction combustion equipment for the reduction of excess NOx emissions:

- a. Utilize all Tier 3 or Tier 4 construction equipment; as practicable and available.
- b. Prohibit idling of equipment not in use; for equipment in use reduce idling time to a maximum of 5 minutes;
- c. Where feasible replace fossil fuel burning equipment with electrically driven equivalents provided they are not powered via a portable generator;
- d. Register all portable engines 50 horse power or greater with the ICAPCD;
- e. Submit to the ICAPCD prior to any earthmoving activity a complete list of all construction equipment to be utilized during the construction phase identifying Make,

Model, Year, Horsepower, estimated hours of usage per equipment and total number of each piece of equipment.

The project shall also apply enhanced dust control plan with measures to assure reduced levels of NOx are maintained during the construction phase of the project: In the event, NOx emissions are calculated to exceed ICAPCD thresholds for construction; the Permittee shall provide for "offsite" mitigation or comply with Policy number 5. Policy number 5 allows a project to pay in-lieu impact fees utilizing the most current Carl Moyer Cost Effective methodology to reduce excess NOx emissions.

- a. A construction Equipment List in Excel format detailing the equipment type, make, model, year horsepower, hours of daily operation, date arrived onsite, and date removed from site must be submitted to the Air District on a regular basis.
- b. Formal written notification must be given to the Air District 10 days prior to the start of construction.
- c. Any generator greater than 50 brake horsepower must be permitted through the Permitting and Engineering.
- d. Watering must be performed continuously at all times on all roadways with record keeping to document such.
- e. Reduced speed for all vehicle types not to exceed 40 mph on paved surfaces/roadways and no more than 15 mph on unpaved surfaces/roadways.

S-5 BIOLOGICAL RESOURCES:

In order to minimize potential impacts to burrowing owl, the following shall be implemented prior to and during construction activities:

BIO-1: The Applicant shall ensure that prior to and during construction, onsite occupied burrows shall be avoided during nesting season (February 1 through August 31).

BIO-2: The Applicant shall conduct a preconstruction survey within 30 days of ground-breaking activities to identify any burrowing owls on site.

BIO-3: If burrowing owls are found within the Project site, a Burrowing Owl Mitigation Plan must be prepared by a qualified biologist and approved by CDFW prior to any ground-disturbing activities.

BIO-4: The construction or site manager shall ensure that no construction occurs within 250 feet of the artificial burrows or other active or occupied burrows unless active or occupied burrows are sheltered with hay bales and monitored by a qualified biologist; if this is done, work may occur within 20 feet of active or occupied burrows. If qualified biologists observe burrowing owls' agitation, work in the vicinity will stop. Additional shelter materials can be added until burrowing owls remain calm during construction activities.

BIO-5: If passive relocation is required, it shall be done by a qualified biologist from September 1 to January 31 and will follow the CDFW Staff Report on Burrowing Owl Mitigation Guidelines (CDFW 2012).

S-6 CONSTRUCTION STANDARDS:

1
2 The mineral extraction plant and other structures shall be built in accordance with the County
3 Building Code requirements applicable to "Seismic Category D". All structures and facilities
4 shall be designed in accordance with the publication entitled "Recommended Lateral Force
5 Requirements and Commentary by the Structural Engineers Association of California". The
6 structural components of the permitted facilities shall be reviewed by the County Building
7 Official/Planning Director. Building permits shall be procured for all non-electric utility
8 facilities from the County prior to commencement of any construction.

6 **S-7 EMERGENCY RESPONSE PLAN (ERP):**

7 An Emergency Response Plan shall be prepared covering possible emergencies, e.g. blow-
8 outs, major fluid spills, earthquakes, fires, floods and other foreseeable accidents and
9 emergencies. At all times, there shall be at least one employee either on the facility premises
10 or on call (i.e., available to respond to an emergency by reaching the facility within a short
11 period of time) with the responsibility of coordinating all emergency response measures.
12 This Emergency Coordinator shall be thoroughly familiar with all aspects of the facility's
13 Emergency Response Plan, all operations and activities at the facility, location of all records
14 within the facility and the facility layout. This person shall have the authority to commit the
15 resources needed to carry out the contingency plan to include appropriate first aid provisions
16 during project construction and operation with appropriate first aid training for Project
17 employees. Adequate personnel and equipment shall be available to respond to
18 emergencies and to insure compliance with the conditions of the permit.

15 (a) The Emergency Response Plan shall be prepared in consultation with, but not be
16 limited to, the Regional Water Quality Control Board (RWQCB), Imperial County Office of
17 Emergency Services, and local emergency service agencies, and other appropriate state
18 and county agencies and shall include information useful in combating the emergency. The
19 Plan shall be available on-site, and provided to agencies responsible for preparing for and
20 addressing emergencies, on request. The plan shall include a notification list of response
21 agencies which shall be notified immediately upon the discovery of a reportable
22 unauthorized discharge and the list shall include: Imperial Fire/Office of Emergency
23 Services, Planning & Development Services Department, Environmental Health
24 Services/Health Department, RWQCB, Imperial Irrigation District (IID), Department of Public
25 Works (DPW), Sheriff's office, as applicable.

26 (b) A Hazardous Materials Business Plan shall be prepared and be submitted to
27 the Certified Unified Program Agency, Imperial County Hazardous Materials/Waste Unit and
28 shall be maintained by the Permittee. The Permittee shall provide adequate safety devices
against the hazard of fire and explosion for activities that involve the use and storage of
flammable, explosive or highly corrosive or reactive materials as well as adequate fire-
fighting and fire suppression equipment and devices standard in the industry with
compliance with applicable state and local laws as determined by the Imperial County Fire
Chief.

27 (c) The Permittee shall meet all NFPA requirements, and also submit an
28 Engineer-certified (California-licensed Engineer) fire suppression/protection plan to the
Imperial County Fire/OES Department, prior to issuance of a building permit.

1 All designated employees shall be provided with communication devices, cell phones or
2 walkie-talkies, in the event of an emergency situation on-site.

3 **S-8 FIRST AID:**

4 Appropriate first aid provisions for facility operations shall be made for emergency response
5 during project construction and operation with appropriate first aid training for project
6 employees. During construction, a member of each working crew shall be trained in basic
7 first aid and supplied with necessary medical equipment to respond to emergencies as
8 provided for in the Emergency Response Plan required hereinabove.

9 **S-9 GEOTECHNICAL:**

10 The Permittee shall conduct applicable on-site geotechnical investigations of soil
11 characteristics affecting the permitted facilities by qualified persons at the Permittee's
12 expense and any soil reports shall be made available to the County.

13 **S-10 GEOLOGY & SOILS & GEOLOGIC HAZARDS:**

14 All grading operations and construction shall be conducted in conformance with the
15 recommendations included in the Preliminary Geotechnical Report on the Project site that
16 has been prepared by Land-Mark Geo-Engineers and Geologists (Land-Mark) in August
17 2020. Design, grading, and construction shall be performed in accordance with the
18 recommendations of the project geotechnical consultant as summarized in a final written
19 report, subject to review by the County, prior to commencement of grading activities.

20 **S-11 HAZARDS & HAZARDOUS MATERIALS:**

21 A comprehensive Hazardous Materials Business Plan shall be prepared for the project in
22 accordance with the California Accidental Release Prevention Program. The Hazardous
23 Materials Management Plan (HMMP) shall include (1) an Inventory and Site Map, (2) an
24 Emergency Response Plan (ERP) and Owner/Operator Identification, and (3) employee
25 training.

26 The HMMP will be prepared and submitted to the California Department of Toxic Substances
27 Control (DTSC), as the Certified Unified Program Agency (CUPA) for Imperial County. The
28 HMMP will be maintained and revised as necessary.

California Health and Safety Code, Chapter 6.95, Section 25500 requires you to establish
an implement Hazardous Materials Release Response Plan and Inventory (Business Plan)
for emergency response to any hazardous material mishap, if at any one time your facility
handles a hazardous waste in quantities equal to or greater than 55 gallons for liquids, 500
pounds for solids, and 200 cubic feet for compressed gases. With the passage of Assembly
Bill (AB) 408 on October 8, 2011, the inventory reporting quantities were changed as follows:

For a solid or liquid hazardous material that is classified as a hazard solely as an irritant or
sensitizer, the new reporting quantity is 5,000 pounds;

1 For a hazardous material that is a gas, at standard temperature or pressure, and for which
2 the only health and physical hazards are simple asphyxiation and the release of pressure,
3 the new reporting quantity is 1,000 cubic feet (Reporting of gases in a cryogenic state
remains unchanged);

4 For oil-filled electrical equipment that is not contiguous to an electrical facility, the new
5 reporting quantity for the oil is 1,320 gallons. Moreover, if you generate, store or handle any
6 amount of hazardous waste at any one time must report to DTSC ICUPA and register for
hazardous waste generator program.

7 **S-12 LAND USE:**

8 The Permittee shall prepare an appropriate parking plan for the permitted facilities and any
9 signs shall require compliance with the Land Use Ordinance provisions and provide the
necessary laydown/staging areas for permitted facilities.

10 **S-13 HYDROLOGY AND WATER QUALITY:**

11 The Permittee shall furnish a Drainage and Grading Plan/Study to provide for property
12 grading and drainage control, which shall also include prevention of sedimentation of
13 damage to off-site properties. The Study/Plan shall be submitted to the Department of
14 Public Works for review and approval. The Permittee shall implement the approved plan.
Employment of the appropriate Best Management Practices (BMP's) shall be included.
Implementation of a SWPPP:

15 The project could violate water quality standards or waste discharge requirements unless
16 mitigated as follows:

- 17 1. Prior to the issuance of grading permits, Permittee shall obtain coverage under the
18 SWRCB's General Permit for Stormwater Discharges Associated with Construction
19 Activity Permittee shall prepare a SWPPP to be administered during grading and
20 Project construction. The SWPPP must contain BMPs and construction techniques
21 accepted by the County for use in the Project area at the time of construction that
22 meet the technical standards of the General Construction Permit to ensure: That
potential water quality impacts (including on- and off-site erosion) during construction
phases are minimized, that shall reduce the potential for runoff, and the release,
mobilization, and exposure of pollutants from the construction area, and that no water
quality standards are violated.
- 23 2. The SWPPP must address spill prevention and include a countermeasure plan
24 describing measures to ensure proper collection and disposal of all pollutants
25 handled or produced on the site during construction, including sanitary wastes,
26 cement, and petroleum products. Countermeasures may include measures to
prevent or clean up spills of hazardous waste and of hazardous materials used for
equipment operation, and emergency procedures for responding to spills. BMPs
included in the SWPPP must be consistent with the California Stormwater Best
Management Practices Handbook for Construction.
- 27 3. The SWPPP must be submitted to California RWQCB CRB and Imperial County for
28 review prior to the issuance of grading permits.
4. The SWPP shall identify and specify the pollutants that are likely to be used during
construction that could be present in stormwater drainage and non-stormwater

- 1 discharges, including fuels, lubricants, and other types of materials used for
2 equipment operation and the means of waste disposal.
- 3 5. The SWPPP shall specify personnel training requirements and procedures that shall
4 be used to ensure that workers are aware of permit requirements and proper
5 installation methods for BMPs specified in the SWPPP.
- 6 6. The SWPPP shall also specify the appropriate personnel responsible for supervisory
7 duties related to implementation of the SWPPP.
- 8 7. Permittee shall file a Notice of Intent with the SWQCB to comply with the NPDES
9 General Stormwater Permit and prepare a SWPPP that meets the
10 Linear/Underground Overhead provisions in Attachment A of the General Permit.
- 11 8. A copy of the approved SWPPP(s) shall be maintained and available at all times on
12 the construction site(s).

13 **S-14 POTABLE WATER TREATMENT PLANT:**

14 Permittee shall provide potable water meeting California state standards. At a minimum this
15 includes obtaining a State Domestic Water Supply Permit for a non-transient non-community
16 public water system through the Imperial County Public Health Department (ICPHD).
17 Permittee under CUP #21-0021 may provide potable water under one of the following
18 options:

- 19 (a) If necessary, the Hell's Kitchen Power Plant would expand its water system, located
20 within the footprint of this property, to provide water for both facilities;
- 21 (b) Hell's Kitchen PowerCo 1 and LithiumCo 1 facilities would form a separate corporate
22 entity to provide potable water to both plants. Under this option, the water treatment
23 system would be expanded to provide potable water to both facilities,
- 24 (c) Hell's Kitchen PowerCo 1 and LithiumCo 1 would form a special district, which then
25 can provide potable water to anyone within that district. Formation of the "special
26 district" would require approval from the Imperial County Local Agency Formation
27 Commission (LAFCO)
- 28 (d) Hells Kitchen LithiumCo 1 would build a water treatment facility for the facility on the
29 Permittee property.

30 **S-15 ODOR CONTROL:**

31 The Permittee shall control hydrogen sulfide and other non-condensable emissions to
32 insure that quantities released do not exceed the mandatory standards. The Permittee
33 shall control all harmful or noxious emissions and the odors shall be controlled to insure
34 that quantities or air contaminants released as a result of the permitted facilities do not
35 exceed State or Federal standards.

36 **S-16 OPERATIONS:**

37 Permittee shall have a responsible agent on-site whose name, title, e-mail address and
38 telephone number (office & cell #'s) shall be provided to the CUPA (Imperial County
39 Hazardous Materials/Waste Unit), Department of Toxic Substances Control, County

1 Department of Public Works, County Fire/OES Department, County Environmental Health
2 Services/Health Department, Sheriff's Department and the County Planning & Development
3 Services Department.

4 **S-17 PERMITS:**

5 Except as specifically authorized in this permit, separate permits shall be required for any
6 supplemental activities required to operate the mineral extraction facilities.

7 **S-18 PROJECT DESIGN:**

8 The following shall be the Project design:

9 (a) Construction and maintenance activities relating to the brine pipelines to and
10 from the geothermal resource shall be coordinated.

11 (b) All facility access on public rights-of-way and visitor parking areas within the
12 plant site shall be constructed to standards approved by the ICPDSD and/or DPW.

13 (c) Shrubs, trees and ground cover shall be planted and maintained to compliment
14 the appearance of permitted facilities, in accordance with any landscaping plan approved by
15 the County Planning and Development Services Department. The exterior finish of building
16 materials shall be painted an earth tone color to blend into the background. Exterior finishes
17 shall be limited to non-reflective materials such as concrete, masonry, or stucco, though
18 metal or synthetic wall panels with similar appearance to the aforementioned materials may
19 also be acceptable as determined by the Planning and Development Services Department.

20 (d) All equipment, pipes, tanks and lines used at the mineral production facilities
21 to handle, transfer or pump geothermal fluids and on-site hazardous materials shall be
22 maintained in a manner that prevents leaking and spilling, e.g. effective performance,
23 adequate funding, operator staffing and training, and adequate laboratory and process
24 controls, including appropriate quality assurance procedures, with the operation of back-up
25 or auxiliary facilities when necessary to achieve compliance with the permit conditions.

26 (e) The facility shall be designed not interfere with the irrigation and drainage
27 pattern, and shall comply with the requirements and regulations of the Imperial Irrigation
28 District.

(f) All permanent sumps, brine ponds, waste holding ponds, and any other pond,
shall be designed and constructed to meet sound engineering standards and the regulations
and requirements of the RWQCB under the supervision of a California-licensed Civil
Engineer.

(g) Prior to site restoration and abandonment, it shall be the Permittee's
responsibility to comply with all regulations of the County and state, including the purging of
on-site brine ponds when the project ceases, salts removed from the dikes and bottoms and
the berms then leveled to the satisfaction of the landowners and the County Planning and
Development Services Department.

1 (h) Permittee shall utilize and comply with applicable California Building Code
2 requirements for the mineral extraction plant and related power distribution lines.

3 **S-19 RETURN OF SPENT BRINE:**

4 Any processed brine that is not used by Hell's Kitchen LithiumCo 1 shall be sent back to the
5 Hells' Kitchen PowerCo 1 Geothermal Plant.

6 **S-20 SPILLS AND RUNOFF:**

7 The Permittee shall design and construct the permitted facilities to prevent spills from
8 endangering adjacent properties and waterways, and to prevent runoff from any source
9 being channeled or directed in an unnatural way so as to cause erosion, siltation, or other
10 detriments. The plant site shall be graded and constructed so that all spills shall drain into
11 the on-site ponding areas.

12 **S-21 SYSTEM CLOSURE AND SITE RESTORATION:**

13 The Permittee shall comply with all closure requirements and site restoration, when
14 operation of the permitted facilities herein authorized has ceased. All plant facilities shall be
15 dismantled, all brine pipelines and related facilities shall be demolished and the site restored
16 as required by the County and the land involved be made compatible with the surrounding
17 uses or as requested by the landowner and as agreed to by the County Planning Director.
18 In the event that some structures are still viable for a permitted use on-site, such as the
19 manufacturing facilities, office, warehouse, and maintenance shop or other potentially
20 usable structures, the structures may remain on-site if the Permittee and landowner so
21 request and Planning Director so approves.

22 **S-22 TRANSPORTATION AND CIRCULATION:**

23 A Commute Trip Reduction (CTR) program shall be implemented to discourage single-
24 occupancy vehicle trips and encourage alternative modes of transportation such as
25 carpooling, taking transit, walking, and biking. The CTR program could include features such
26 as carpooling encouragement, ride-matching assistance, preferential carpool parking, half-
27 time transportation coordinator, vanpool assistance, and bicycle end-trip facilities (parking,
28 showers, and lockers) and provide employees with assistance in using alternative modes of
travel.

29 **S-23 WATER CONSERVATION:**

30 The Permittee shall consult with the Imperial Irrigation District and comply with the approved
31 water contract. If the IID does not receive its annual 3.1 maf water apportionment according
32 to the QSA obligations of Colorado River water during the Project's 30-year lifespan, the
33 Applicant shall work with IID to ensure any reduction in water availability can be managed
34 by the Project.

35 **S-24 WATER FACILITIES:**

36 The Permittee shall obtain and comply with applicable General NPDES Permit for
37 Discharges of Water Associated with Construction and Waste Discharge Requirements for

permitted facilities as well as developing and implementing an applicable Storm Water Pollution Prevention Plan for the facilities. The Permittee shall prepare and implement a Drainage, Erosion and Sedimentation Control Plan relating to the permitted facilities.

S-25 WASTE DISPOSAL:

The Permittee shall insure that all wastes, liquid or solid, shall be disposed in compliance with appropriate local, state, and federal regulations, in effect or subsequently duly and legally enacted.

(a) Any discharge of wastes into surface water shall meet all requirements of the Regional Water Quality Control Board, e.g. National Pollution Discharge Elimination System permit restrictions to include a water quality monitoring program as approved by applicable law.

(b) All solid wastes shall be disposed of in any approved solid waste disposal site in accordance with County, State and Federal regulations. However, nothing herein is intended to define any portion of the geothermal brine resource as a waste or to prohibit the extraction of resources from spent geothermal brine or materials for useful purposes as either allowed herein or later applied for and approved.

S-26 SALES TAXES BENEFIT

SALES TAX ALLOCATION REQUIREMENT.

To the extent permitted by applicable law, Developer will require that all qualifying contractors and subcontractors exercise their option to obtain a California Department of Tax and Fee Administration ("CDTFA") subpermit for the jobsite and allocate all eligible sales and use tax payments to County and the Local Transit Authority ("LTA"). Prior to commencement of any construction activity on-site, Developer shall require that the contractor or subcontractor provide County with a copy of their CDTFA account number and sub-permit. Developer shall either cause its construction contractor to treat the Project in accordance with California Sales and Use Tax Regulation 1521(b)(2)(B), California Sales and Use Tax Regulation 1521(c)(13)(B), and California Sales and Use Tax Regulation 1826(b) for sales and use tax purposes, or form a "Buying Company" as defined in the California Sales and Use Tax Regulation 1699(h). Developer may adopt an alternate methodology to accomplish this goal if such methodology is approved by the County's Executive Officer prior to issuance of any building permit. No later than forty-five (45) days after the due date for filing sales and use tax returns for each calendar quarter, occurring after the commencement of any construction activity on-site through including the first anniversary of commercial operating date ("COD"), developer shall report, or cause its general contractor to report to County, the total amount of sales and use taxes related to the Project that are allocated to the County, and reported on Developer's, general contractor's and subcontractors' applicable California sales and use tax returns.

Should Developer become aware of a change in circumstances that would materially affect the sales/use tax allocation requirement, then Developer shall, within forty-five (45) days of learning of such change in circumstances, inform the County in writing of the change in circumstances. If the County determines that such change in circumstances warrants an adjustment to the sales/use tax allocation requirement, then County shall negotiate in good

1 faith with Developer in revising the sales/use tax allocation requirement. If the Parties are
2 unable to agree upon a revised allocation, then the dispute shall be referred to an
3 independent accountant mutually acceptable to both Parties. The costs for such nonbinding
4 mediation shall be borne by Developer. Failure of the Developer to inform the County of the
change in circumstances shall constitute a waiver of Developer's ability to seek any
adjustment to the sales/use tax allocation based on such change in circumstances

5 The complete sales / use tax allocation amount due to County and LTA for the Project must
6 be received within one (1) year after COD for this Project, or such later date as any
7 applicable sales / use tax is due or is transmitted from the CDTFA, unless it is delayed due
8 to causes beyond Developer's control or for which Developer is not responsible. If, within
9 one (1) year after issuance of the final certificate of occupancy, or such later date as any
applicable sales / use tax is due or is transmitted from the CDTFA, the sales / use taxes
received by the County are less than the sales / use tax allocation amounts mandated under
paragraph B, then Developer shall pay the difference to the County.

10 Payments to County and LTA as a result of a shortfall shall be due within forty-five (45)
11 calendar days of Developer's receipt of written notice of shortfall from the County.

12 Failure to make such payment within the forty-five (45) day timeframe shall be considered a
13 default pursuant to section VI paragraph Q. of this Agreement, and may lead to termination
14 of this Agreement. Developer hereby agrees to pay interest at the rate of six percent (6%)
15 per annum of the payment due for any payment received by County beyond the forty-five
16 (45) day due date. The obligation to pay interest shall survive the termination of this
17 Agreement. The obligation to pay interest shall be stayed for up to thirty (30) calendar days
18 when such amounts are disputed in good faith, so long as Developer submits the payments
19 "under written protest" with a complete explanation of the reasons for the protest. Upon
resolution of the protested payment, such late charges may be assessed if it is determined
by County that the dispute was not made in good faith.

Repeated protests of the same point rejected in a prior protest shall be considered a protest
in bad faith. Any such payments later found not to be due by Developer shall be refunded
by County promptly, and in all events within thirty (30) calendar days after the determination
of the amounts owing is made.

20 In the event that Developer repowers or replaces the equipment onsite, to the extent
21 permitted under then applicable law, each site shall be designated as the "point of sale" so
as to create an additional local tax-funding source for the County of Imperial.

22 1. Hell's Kitchen LithiumCo 1, LLC shall be the master developer and shall be
23 responsible as for all improvements, septic, water plant, roads and other
24 improvements, Conditional Use Permit Application and Conditions, EIR, and
MM&RP.

25 2. If Hell's Kitchen LithiumCo 1, LLC sells all or part of this project, an approved
26 agreement shall be in place for new owner to build and maintain as agreed to by the
27 previous conditions. The Planning and Development Services Director shall approve
28 of any agreement between permittee and a new master developer.

1 **S-27 DURATION OF THIS PERMIT:**

2 The time limit under condition G-10 shall allow for the plant to be constructed and the
3 30 years shall commence upon issuance of the Certificate of Occupancy and/or the official
4 starting date of commercial operations, whichever is later.

5 **S-28 JOINT USE FACILITIES:**

6 Permittee may construct and/or operate certain facilities within the project area of both the
7 Hell's Kitchen PowerCo 1 LLC and Hell's Kitchen LithiumCo 1 LLC projects that are of a
8 common use, including but not limited to the storm-water retention basin, the wastewater
9 treatment system, and/or the potable water treatment system. Additionally, Permittee may
10 construct connection, interconnection and/or return lines, including communication, power
11 and control systems, between the projects, which may be necessary and incidental to the
12 operation of the facilities.

13 **S-29 EXTRACTION OF MINERALS**

14 Nothing in this CUP shall be construed as limiting or prohibiting the extraction of
15 commercially viable minerals from geothermal resource brine either before or after having
16 been processed for generation of steam.

17 In order to minimize potential impacts to paleontological resources, the following mitigation
18 measures shall be implemented:

19 **PALEO-1:** The Applicant shall retain the services of a Qualified Paleontologist and require
20 that all initial ground- disturbing work be monitored by someone trained in fossil identification
21 in monitoring contexts. The Qualified Paleontologist shall prepare a Paleontological
22 Resource Mitigation Plan to be implemented during ground- disturbing activity for the
23 proposed Project. This program should outline the procedures for paleontological
24 monitoring, including extent and duration; protocols for salvage and preparation of fossils;
25 and the requirements for a final mitigation and monitoring report. The Qualified
26 Paleontologist and a paleontological monitor shall be present at the Project construction-
27 phase kickoff meeting.

28 **PALEO-2:** Prior to commencing construction activities and, thus, prior to any ground
disturbance in the Proposed Project site, the Qualified Paleontologist and paleontological
monitor shall conduct initial Worker Environmental Awareness Program (WEAP) training to
all construction personnel, including supervisors, present at the start of the Project
construction work phase, for which the Applicant, or their designated Contractor, and all
subcontractors shall make their personnel available. This WEAP training will educate
construction personnel on how to work with the monitor(s) to identify and minimize impacts
to paleontological resources and maintain environmental compliance, and it shall be
performed periodically for new personnel coming on to the Project as needed.

PALEO-3: The Applicant, or their designated Contractor, shall provide the Qualified
Paleontologist with a schedule of initial potential ground-disturbing activities. A minimum of
48 hours will be provided to the consultant prior to the commencement of any initial ground-
disturbing activities, such as vegetation grubbing or clearing, grading, trenching, or mass

1 excavation. As detailed in the schedule provided, a paleontological monitor shall be present
2 on-site at the commencement of ground-disturbing activities related to the Project. The
3 monitor, in consultation with the Qualified Paleontologist, shall observe initial ground-
4 disturbing activities and, as they proceed, make adjustments to the number of monitors as
5 needed to provide adequate observation and oversight. All monitors will have stop- work
6 authority to allow for recordation and evaluation of finds during construction. The monitor
7 will maintain a daily record of observations as an ongoing reference resource and to provide
8 a resource for final reporting upon completion of the Project.

9 The Qualified Paleontologist, paleontological monitor, and the Applicant, or their designated
10 Contractor, and subcontractors shall maintain a line of communication regarding schedule
11 and activity such that the monitor is aware of all ground-disturbing activities in advance to
12 provide appropriate oversight.

13 **PALEO-4:** If paleontological resources are discovered, construction shall be halted within
14 50 feet of any paleontological finds and shall not resume until the Qualified Paleontologist
15 can determine the significance of the find and/or the find has been fully investigated,
16 documented, and cleared.

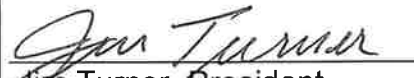
17 **PALEO-5:** At the completion of all ground-disturbing activities, the Qualified Paleontologist
18 shall prepare a Paleontological Resources Monitoring Report summarizing all monitoring
19 efforts and observations, as performed, and any and all paleontological finds and shall
20 provide follow-up reports of any finds to the preferred paleontological repository, as required.
21

22 (The remainder of this page is intentionally left blank)
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28

1 **NOW THEREFORE**, County hereby issues the Conditional Use Permit CUP #21-0021 and
2 Permittee hereby accepts permit upon the terms and conditions set forth herein.

3 **IN WITNESS THEREOF**, the parties hereto have executed this Agreement the day and year
4 first written.
5
6

7 **PERMITTEE**
8 *Controlled Thermal Resources*

9
10 
11 Jim Turner, President

JAN. 25, 2024
Date

12
13 **COUNTY OF IMPERIAL**, a political subdivision of the **STATE OF CALIFORNIA**

14 
15
16 James A Minnick, Director
17 Planning & Development Services

1/25/24
Date

OFFICIAL CALIFORNIA NOTARIAL CERTIFICATE
ACKNOWLEDGEMENT

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

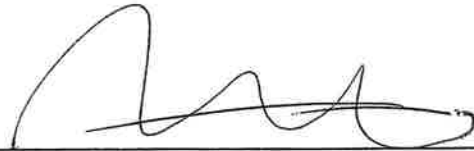
County of Imperial

On JAN 25, 2024 before me, Kimberly Noriega, Notary Public, personally appeared James Thomas Turner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

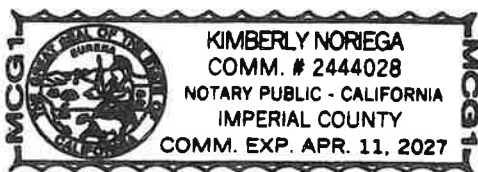
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



COUNTY NOTARIZATION

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

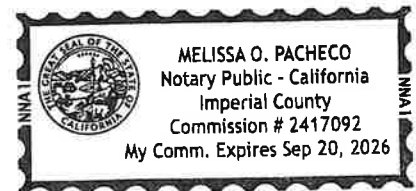
COUNTY OF IMPERIAL} S.S.

On January 25, 2024 before me, Melissa O. Pacheco,
a Notary Public in and for said County and State, personally appeared
James A. Minnick, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

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

WITNESS my hand and official seal

Signature [Handwritten Signature]

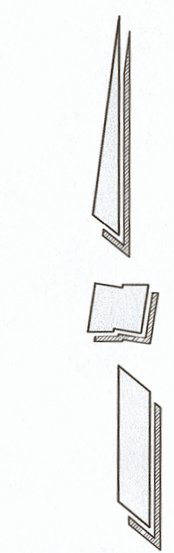


ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could
prevent fraudulent attachment of this certificate to unauthorized document.

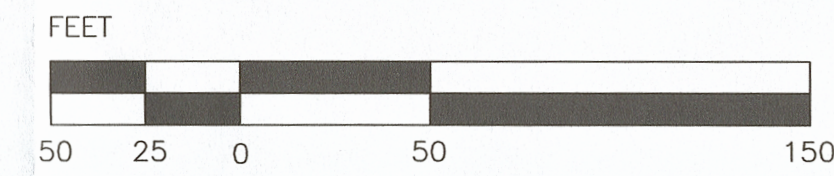
Title or Type of Document CUP # 21-0021 Agreement.
Number of Pages 24 Date of Document January 25, 2024.
Signer(s) Other Than Named Above James Thomas Turner

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HELL'S KITCHEN GEOTHERMAL POWER PLANT



SCALE: 1"=50'



GRAPHIC SCALE

CLEARING AND GRUBBING NOTES:

- 1.-THE CONTRACTOR SHALL CLEAR AND GRUB PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR SHALL LAWFULLY DISPOSE OF ALL DEBRIS AND CONSTRUCTION WASTE.
- 2.-THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL PERMITS APPLICABLE TO CLEARING AND GRUBBING PURPOSES.
- 3.-IF ALLOWED, THE CONTRACTOR SHALL OBTAIN THE APPROPRIATE PERMITS TO ALLOW THE BURNING OF TREES, BRUSH, TRASH, OR OTHER PERISHABLE MATERIALS. IF BURNING IS PROHIBITED BY THE FIRE MARSHALL, THE CONTRACTOR SHALL REMOVE THESE MATERIALS AND DISPOSE OF THEM OFF-SITE IN PERMITTED DISPOSAL FACILITIES.

BJ
ENGINEERING & SURVEYING, INC.
Phone (760) 353-3552 341 WEST CROWN COURT
FAX (760) 353-3751 SUITE 100
IMPERIAL, CA 92251

PORTION OF THE NE 1/4 OF SECTION 11, T. 11 S., R. 13 E. S.B.M. APN 020-010-012 (7903 DAVIS RD., CALIPATRIA, CA. 92233)			SHEET 1 OF: 1
CLEARING & GRUBBING PLAN		DATE: 02/05/25	BY: JH
IN THE COUNTY OF IMPERIAL		CLIENT: RADCO	JOB NO.: 23-115

