



# United States Department of the Interior

FISH AND WILDLIFE SERVICE

P.O. Box 1306  
Albuquerque, New Mexico 87103

In Reply Refer To:  
R2/NWRS-RE

May 18, 2007

Mr. Ronald L. Litzinger  
Senior Vice President  
Southern California Edison  
8631 Rush Street  
Rosemead, California 91770

Dear Mr. Litzinger:

Pursuant to our prior discussions and correspondence, I am pleased to provide the enclosed Permit for the Right of Way (ROW) application for the Devers-Palo Verde No. 2 (DPV2) Transmission Line Project on the Kofa National Wildlife Refuge.

The permit has been executed by me and will also need your signature on the last page. Please take note on page 1 that the value of the use has not been determined. Additionally, the permit is for a period of (50) fifty years beginning today with my signature. Please execute the document for our records and return the original, executed document for our record.

Should you have any questions, please feel free to call me at 505-248-6282.

Sincerely,

Regional Director

Enclosure

**PERMIT (E 4)**  
**SOUTHERN CALIFORNIA EDISON**  
**DPV NO. 2 ELECTRIC TRANSMISSION LINE**  
**KOFA NATIONAL WILDLIFE REFUGE**  
**IN LA PAZ COUNTY, ARIZONA**

Right-of-way permit for a 550 kilovolt (kV) transmission line that is limited to 130 feet in width adjoining and running parallel to the existing southerly right-of-way line of the Southern California Edison's existing Devers-Palo Verde No. 1, 550 kV transmission line and crossing approximately 24 miles of the Kofa National Wildlife Refuge owned by the U. S. Fish and Wildlife Service. The additional 130 foot wide right-of-way is described in more detail on "Exhibit A" attached and made part of this permit.

The SECRETARY OF THE INTERIOR, through his authorized representative, the Regional Director, U. S. Fish and Wildlife Service, Region 2, in accordance with regulations published in 50 CFR 29.21 October 1, 1998, and in consideration of a future use fee to be determined by an Appraisal Services Directorate "Yellow Book" appraisal of the land affected by the permit, does hereby grant a right-of-way permit to Southern California Edison, 8631 Rush Street, Rosemead, California 91770, herein referred to as grantee, a right-of-way permit to use and occupy certain lands of the Kofa National Wildlife Refuge for the purpose of constructing and maintaining an estimated 24 linear mile, 550 kV electric transmission line.

This permit will be for a period of fifty (50) years commencing on May 18, 2007 and will expire on May 18, 2057.

The Refuge Manager or his designated representative, Kofa National Wildlife Refuge, is the coordinating official having immediate jurisdiction over and administrative responsibility for all the lands within the said refuge.

By accepting this permit the grantee agrees to the following terms and conditions:

- (1) To comply with State and Federal laws applicable to the project within which the right-of-way is granted, and to the lands which are included in the right-of-way, and lawful existing regulations thereunder.
- (2) To clear and keep clear the lands within the right-of-way to the extent and in the manner directed by the Refuge Manager ; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project in such a manner as to decrease the fire hazard and also in accordance with such instructions as the Refuge Manager may specify.
- (3) To prevent the disturbance or removal of any public land survey monument or project boundary monument unless the applicant has requested and received from the Regional Director approval of measures the applicant will take to perpetuate the location of aforesaid monument.

- (4) To take such soil and resource conservation and protection measures, including noxious weed control on the land covered by the right-of-way, as the Refuge Manager may specify.
- (5) To do everything reasonable within his/her power, both independently and on request of any duly authorized representative of the United States, to prevent and suppress fires on or near lands to be occupied under the right-of-way, including making available such construction and maintenance forces as may be reasonably obtainable for the suppression of such fires.
- (6) To rebuild and repair such roads, fences, structures, and trails as may be destroyed or altered by construction work and to build necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
- (7) To pay the United States the full value for all damages to the lands or other property of the United States caused by him/her or by his/her employees, contractors, and to indemnify the United States against any liability for damages to life, person, or property arising from the occupancy or use of the lands under the right-of-way, except where a right-of-way is granted hereunder to a State or other governmental agency which has no legal power to assume such a liability with respect to damages caused by it to lands or property, such agency in lieu thereof agrees to repair all such damages.
- (8) That all or any part of the right-of-way granted or access for operations and maintenance may be terminated by the Director, U. S. Fish and Wildlife Service, for failure to comply with any or all of the terms or conditions of this permit, or for nonuse for a 2-year period, or abandonment of the right-of-way granted. In the event of noncompliance, the Regional Director will notify the grantee in writing of the corrections needed, and the grantee shall have a period of 60 days from the date of the notice to complete corrective action. However, in the event of extenuating circumstances such as adverse weather conditions, disturbance of wildlife during periods of peak concentrations, or other compelling reasons, the Regional Director may grant an extension of time which in his/her judgment is reasonably necessary. In the event of termination of the permit for noncompliance, nonuse, or abandonment, a written notice of termination will be furnished to the grantee.
- (9) To restore the land to its original condition to the entire satisfaction of the U. S. Fish and Wildlife Service, so far as it is reasonably possible to do so upon revocation and termination of the right-of-way, unless this requirement is waived in writing.
- (10) To keep the Refuge Manager informed at all times of its address and the addresses of its principal place of business and the names and addresses of its principal officers.
- (11) That in the construction, operation, and maintenance of the project, it shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin and shall require an identical provision to be included in all subcontracts.

(12) That the right-of-way herein granted shall be subject to the express condition that the exercise thereof will not unduly interfere with the management, administration, or disposal by the United States of land affected thereby, and that the applicant agrees and consents to the occupancy and use by the United States, its grantees, permittees, or lessees of any part of the right-of-way not actually occupied or required by the applicant for the purpose of the granted rights or the full and safe utilization thereof.

(13) That the right-of-way herein granted shall be subject to the express covenant that any facility constructed thereon will be modified or adapted if such is found by the Regional Director, U. S. Fish and Wildlife Service, to be necessary, without liability or expense to the United States, so that such facility will not conflict with the use and occupancy of the land for any authorized works which may hereafter be constructed hereon under the authority of the United States.

(14) That the right-of-way herein granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the right-of-way unless approved in writing by the Regional Director.

(15) The grantees will execute specific mitigation measures and stipulations detailed in: (1) the proponent's October 2006 Final Environmental Impact Statement prepared by the U.S. Bureau of Land Management and the California Public Utilities Commission; (2) the "Kofa Compatibility Determination Stipulations" (Attachment D) prepared by the grantee and provided to the Regional Director on March 14, 2007; (3) Southern California Edison's May 8, 2007 letter to the Regional Director; and (4) the Regional Directors' May 11, 2007 letter to the grantee. The U.S. Fish and Wildlife Service will have final approval of all mitigation measures to be implemented on Kofa National Wildlife Refuge.

#### SPECIAL TERMS AND CONDITIONS:

(1) The grantee will reduce in-line views of land scars resulting from the construction of DPV No. 2.

(2) The grantee will reduce visual contrast of towers and conductors.

(3) As cited in the proponent's Final Environmental Impact Statement, the grantee will prepare and implement a Habitat Restoration/Compensation Plan subject to approval by the Refuge Manager, which addresses previous, ongoing, and anticipated environmental impacts caused by the construction, operation, and maintenance of both Devers-Palo Verde No. 1 and Devers-Palo Verde No. 2. Potential mitigation measures to be considered for environmental impacts from Devers-Palo Verde No. 1 may include: painting of towers, revegetation, repair of visual scars, reconfiguration of spur roads, and placement of erosion control structures.

(4) The grantee will donate \$4,500,000 to the National Fish and Wildlife Foundation (NFWF) to develop studies and monitoring protocols and fund other related activities that will minimize impacts to wildlife and their habitats on the Refuge. A Board of Director's, herein referred to as the Board, will be convened to provide oversight and approval of the application of

these funds to various projects and activities on Kofa National Wildlife Refuge. The Board will consist of the Refuge Manager, a representative of SCE, NFWF, and any other governmental or nongovernmental entity(s) to be named by the Refuge Manager. These funds will not be applied for the specific mitigation measures referred to in Part 15 and approved by the U.S. Fish and Wildlife Service for DPV No. 2.

(5) If in the course of studies and monitoring supported by funding administered by NFWF, evidence of unanticipated environmental impacts not otherwise mitigated is documented, the grantee and the Refuge Manager will meet and confer to consider permit amendment(s) providing for implementation of additional mitigation measures.

(6) The grantee will provide a minimum of 6-12 months prior to initiation of construction for necessary studies to occur that will establish baseline condition against which environmental impacts of the project will be measured. Funding for baseline studies will be made available to NFWF even in the event project initiation is delayed due to potential litigation.

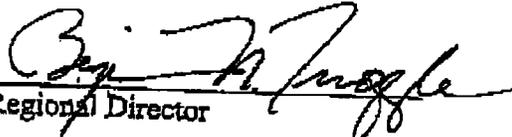
(7) The grantee will develop a transplanting plan for native vegetation on the Refuge.

(8) The grantee will provide a minimum of 30-day notice to the Refuge Manager of any planned maintenance activities associated with DPV No. 2 on Kofa National Wildlife Refuge. A Special Use Permit will be required from the Refuge Manager prior to the initiation of these activities.

Please provide a copy of this permit to all contractors that may work on the Refuge. All persons working on the Refuge as well as the person signing below are responsible for abiding the conditions of this permit.

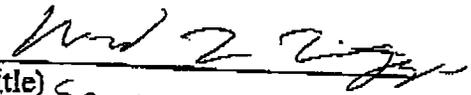
IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of May, 2007.

U. S. Fish and Wildlife Service

  
Regional Director

The above instrument, together with all conditions thereof, is hereby accepted this 18 day of May, 2007.

Southern California Edison

  
(Title) Senior Vice President