

**Mono County
Community Development Department**

PO Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

PO Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

**DIRECTOR REVIEW
APPLICATION**

APPLICATION # _____	FEE \$ _____
DATE RECEIVED _____	RECEIVED BY _____
RECEIPT # _____	CHECK # _____ (NO CASH)

APPLICANT/AGENT Mammoth Pacific LP

ADDRESS 94 Casa Diablo P.O. Box 1584 **CITY/STATE/ZIP** Mammoth Lakes, CA 93546

TELEPHONE (760) 934-4893 **E-MAIL** jcatania@ormat.com

OWNER, if other than applicant _____

ADDRESS _____ **CITY/STATE/ZIP** _____

TELEPHONE (_____) _____ **E-MAIL** _____

DESCRIPTION OF PROPERTY:

Private Land
Assessor's Parcel # Ormat Nevada Inc General Plan Land Use Designation _____

PROPOSED USE: Applicant(s) should describe the proposed project in detail, using additional sheets if necessary. Note: An incomplete or inadequate project description may delay project processing.

I CERTIFY UNDER PENALTY OF PERJURY THAT I am: legal owner(s) of the subject property (all individual owners must sign as their names appear on the deed to the land), corporate officer(s) empowered to sign for the corporation, or owner's legal agent having Power of Attorney for this action (a notarized "Power of Attorney" document must accompany the application form), AND THAT THE FOREGOING IS TRUE AND CORRECT.

Connie Stechman
Signature

Signature 10-20-2021
Date

SURETY BOND

Bond No. K40364298

KNOW ALL PERSONS BY THESE PRESENTS, that MAMMOTH-PACIFIC, L.P., a limited partnership registered and existing under the laws of the State of California, whose address for service is HIQ Corporate Services, Inc., 6140 Plumas Street, Reno, Nevada, 89519, as the "Principal," and Federal Insurance Company,
(Name of Surety Company, whose address for service is:)

202B Halls Mill Road, Whitehouse Station, NJ 08889
(Street Address) (City) (State) (Zip)

organized and existing under the laws of the State of Indiana and licensed to do business in the State of California, as the "Surety," are held and firmly bound unto the County of Mono, a political subdivision of the State of California (the "Obligee"), in the sum of One Million Four Hundred Twenty-Four Thousand Five Hundred Ninety and NO/100 Dollars (\$1,424,590.00) for the payment of which sum we hereby jointly and severally bind ourselves, our successors, and assigns. In the event of forfeiture by the Principal, the Obligee agrees that, in the aggregate, it shall not demand in excess of the sum of this bond.

THE CONDITION OF THE ABOVE OBLIGATION is such that:

WHEREAS, on or about December 6, 1988, the Obligee, acting by and through its Board of Supervisors, adopted Resolution No. 88-82 approving Conditional Use Permit No. OIE-86-02 ("Original Permit"), for the construction and operation of the Mammoth-Pacific Unites II and III Geothermal Development Project ("Project"); and

WHEREAS, among other things, the Original Permit requires the Principal to submit to the Obligee (i) a site reclamation plan within 24 months of the commencement of the firm operation of the Project for the revegetation, grading, drainage, and maintenance of the site and property where the Project is located and (ii) a site restoration bond (or other form of security or financial assurance) the geothermal resource extraction and electricity generation activities of the Principal naming the Obligee as payee or beneficiary; and

WHEREAS, the Original Permit includes a term of 30 years and requires the site restoration bond to be reviewed on January 31 of each year to reflect changes in the Consumer Price Index, All Items, Los Angeles-Long Beach; and

WHEREAS, in August 2019, the Principal submitted to the Obligee an application to renew the Original Permit for the Project for 30 years; and following the Principal's submission, the Obligee made a demand upon the Principal for a site reclamation bond as a condition of its approval of any permit for the renewal of the Original Permit; and

WHEREAS, the Obligee, acting by and through its Community Development Department, intends to issue two "Director Review Permits" to renew the Obligee's original approval of the Project: (i) Director Review Permit No. 20-014 will renew the Original Permit for one (1) year to allow the Principal time to obtain an updated site reclamation bond; and (ii) Director Review Permit No. 20-015 will issue upon the Principal obtaining a site reclamation bond and renew the Original Permit for 29 years; and

WHEREAS, the Principal has chosen to file this site reclamation bond as a guarantee that the reclamation of the lands described herein where the Project is located and the geothermal resource extraction and electricity generation operations of the Principal will be conducted will be completed as required by Director Review Permit No. 20-015, including Reclamation Plan No. 12-001 incorporated therein and as approved by the Obligee; and

WHEREAS, the Surety and its successors and assigns agree to guarantee the obligation to reclaim the lands described herein where the Project is located and to indemnify the Obligee from the failure of the Principal to complete the reclamation of the lands described herein as specified in Director Review Permit No. 20-015, including Reclamation Plan 12-001 incorporated therein and as approved by the Obligee, subject to the penal sum of this bond; and

WHEREAS, the Surety, as part of the obligation secured by this bond, and in addition to the penal sum specified in this bond, agrees there shall be included costs and reasonable expenses and fees, including reasonable attorney fees, incurred by the Obligee in successfully enforcing such obligation against the Surety, all to be taxed as costs and included in any judgment rendered; and

WHEREAS, the obligations guaranteed by this bond shall be in effect for the following described lands which are subject to Director Review Permit No. 20-015, including Reclamation Plan 12-001 incorporated therein and as approved by the Obligee, or increment upon which geothermal resource extraction and electricity generation operation of the Principal will be conducted:

Mono County Assessor Parcel No. 037-050-005

NOW, THEREFORE, if the Principal faithfully completes all reclamation requirements set forth in Director Review Permit No. 20-015, including Reclamation Plan No. 12-001 approved by the Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect:

- (a) beginning on the date of the approval and issuance of the Director Review Permit No. 20-015 or the Obligee's adoption and approval of Reclamation Plan No. 12-001, whichever occurs later, and extending until all reclamation and restoration work pursuant Director Review Permit No. 20-015 and Reclamation Plan No. 12-001, and all conditions of each of them, have been completed to the satisfaction of the Obligee; and
- (b) until the bond is released or replaced, or until Director Review Permit No. 20-015 has been sold, reassigned, or otherwise transferred in accordance with Director Review Permit No. 20-015 and any other their attendant regulations.

The failure of the Principal to fulfill the reclamation obligations specified by the Director Review Permit No. 20-015 and all conditions thereof related to reclamation, including those set forth in Reclamation Plan No. 12-001, shall result in a forfeiture of this bond according to the procedures described Director Review Permit No. 20-015.

The amount of the Surety's liability may be adjusted by the Obligee pursuant to Director Review Permit No. 20-015 for the lands described herein covered by this bond, or for which reclamation has been completed and approved by the Obligee. If the penal sum of this bond requires adjustment, then it shall be adjusted by use of an increase/decrease rider.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of Director Review Permit No. 20-015, Reclamation Plan No. 12-001, or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Director Review Permit No. 20-015, Reclamation Plan No. 12-001, or to the work or to the specifications.

The Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by the Surety.

The Surety will give prompt notice to the Principal and the Obligee of any notice received or action filed alleging the insolvency or bankruptcy of the Surety, or alleging any violations or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

In the event the Surety becomes unable to fulfill its obligations under the bond for any reason, the Surety shall immediately give, or cause immediately to be given, notice to the Principal and the Obligee.

Upon the incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, the Principal shall be deemed to be without bond coverage in violation of Use Permit No. OIE-86-02 and DR No. 20-015 and subject to enforcement action under, including but not limited to, Chapter 1.12 of the Mono County Code.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their signatures and seals as of the dates set forth below.

Date 10-12-2024

Mammoth Pacific, L.P.
(Corporation - Permittee [Principal])

By: Connie Stechman
(Signature of Corporate Officer)

(Corporate Seal)

CONNIE STECHMAN
Typed or Printed Name

Title: SECRETARY

[SIGNATURE PAGE CONTINUED ON NEXT PAGE]

I declare, under penalty of perjury, under the laws of the State of California, that I have executed the foregoing bond under an unrevoked Power of Attorney.

Federal Insurance Company
(Surety Company)

By: *Sandra Parker*
(Signature of Attorney-in-Fact for Surety)

Sandra Parker
Typed or Printed Name

Title: Attorney-in-Fact

Executed in Houston, TX on 10/07/2021 under
(City and State) (Date)
the laws of the State of California.

(Note: Where one signs by virtue of a Power of Attorney for a Surety Company, such fully executed Power of Attorney must be filed with this bond.)

APPROVED AS TO FORM:

Mono County Counsel's Office

[ACKNOWLEDGEMENTS INCLUDED ON FOLLOWING PAGE]

ACKNOWLEDGMENT OF CORPORATION - PRINCIPAL

State of _____ SS.
County of _____

On this ____ of _____, in the year _____, before me, _____ (name and quality of officer), personally appeared _____, personally known to me (or 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.

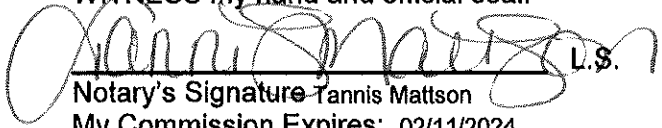
WITNESS my hand and official seal.

Notary's Signature L.S.
My Commission Expires: _____

ACKNOWLEDGMENT OF SURETY

State of Texas _____ SS.
County of Harris _____

On this 7th of October, in the year 2021, before me, Tannis Mattson (name and quality of officer), personally appeared Sandra Parker, personally known to me (or 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.

WITNESS my hand and official seal.

Notary's Signature Tannis Mattson L.S.
My Commission Expires: 02/11/2024



NOTE: Please identify the agent acting on behalf of the surety, if applicable.
AGENT Marsh USA, Inc. PHONE 713-276-8528
ADDRESS 2929 Allen Parkway, Suite 2500, Houston, TX 77019

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Orlando Aguirre, Mario Arzamendi Sr., Mary Ann Garcia, Tannis Mattson, Barble Norton, Sandra Parker, Laura E. Sudduth, Amanda Turman-Avina and Misty Witt of Houston, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 27th day of April, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 27th day of April, 2020, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment");

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 10/07/2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com