

Section 1

WECS Permit Application



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

APPLICATION FOR COMMERCIAL WIND ENERGY CONVERSION SYSTEMS (WECS) PERMIT

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATION INFORMATION:

Applicant Name: Brookfield Renewable

Contact Person: Jonathan Kirby E-Mail: jonathan.kirby@brookfieldrenewable.com

Mailing Address: 6703 Oak Creek Road
Mojave, CA 93501
Street City State ZIP

Daytime Phone No: (213) 212-0781 Fax No: ()

Engineer/Representative Name: Aspen Environmental Group

Contact Person: Emily Capello E-Mail: ecapello@aspeneg.com

Mailing Address: 235 Montgomery St. Suite 640
San Francisco, CA 94109
Street City State ZIP

Daytime Phone No: (415) 696-5312 Fax No: ()

Property Owner Name: Alta Mesa 640, LLC

Contact Person: Mohammed Koya E-Mail: mfkoya@hotmail.com

Mailing Address: 4020 Sierra College Boulevard, #200
Rocklin, CA 95677
Street City State ZIP

Check this box if additional persons or entities have an ownership interest in the subject property(ies) in addition to that indicated above; and attach a separate sheet that references the property address and/or assessor's parcel number and list those names, mailing addresses, phone and fax numbers, and email addresses; and provide signatures of those persons or entities having an interest in the real property(ies) involved in this application.

Riverside Office · 4080 Lemon Street, 12th Floor
P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 · Fax (951) 955-1811

Desert Office · 77-588 El Duna Court, Suite H
Palm Desert, California 92211
(760) 863-8277 · Fax (760) 863-7555

"Planning Our Future... Preserving Our Past"

APPLICATION FOR COMMERCIAL WECS

The Planning Department will primarily direct communications regarding this application to the person identified above as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

AUTHORIZATION FOR CONCURRENT FEE TRANSFER

The applicant authorizes the Planning Department and TLMA to expedite the refund and billing process by transferring monies among concurrent applications to cover processing costs as necessary. Fees collected in excess of the actual cost of providing specific services will be refunded. If additional funds are needed to complete the processing of this application, the applicant will be billed, and processing of the application will cease until the outstanding balance is paid and sufficient funds are available to continue the processing of the application. The applicant understands the deposit fee process as described above, and that there will be **NO** refund of fees which have been expended as part of the application review or other related activities or services, even if the application is withdrawn or the application is ultimately denied.

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

(If an authorized agent signs, the agent must submit a letter signed by the owner(s) indicating authority to sign on the owner(s)'s behalf, and if this application is submitted electronically, the "wet-signed" signatures must be submitted to the Planning Department after submittal but before the subdivision is ready for public hearing.)

Mohammed F. Kaya
PRINTED NAME OF PROPERTY OWNER(S)


SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

If the subject property is owned by persons who have not signed as owners above, attach a separate sheet that references the application case number and lists the printed names and signatures of all persons having an interest in the property.

PROPERTY INFORMATION:

Assessor's Parcel Number(s): 516020001; 516020002; 516020003

Approximate Gross Acreage: 640 acres

General location (nearby or cross streets): North of Interstate 10, South of _____, East of Haugen-Lehmann Way, West of Whitewater Canyon Road

APPLICATION FOR COMMERCIAL WECS

Proposal (describe the project):

The proposed project is a repower of the existing wind project. It would involve removal of the existing 159 legacy turbines and installation of up to 14 new turbines. The new turbines would be up to 500 feet tall. The project does not include work on the existing interconnection line. The project would use the existing access road from Haugen-Lehmann Way.

Indicate total rated power output of the WECS: up to 39 MW

Are there previous development applications filed on the subject property: Yes No

If yes, provide Application No(s). Commercial WECS Permit No. 71 Substantial Conformance No. 4
(e.g. Tentative Parcel Map, Zone Change, etc.)

Initial Study (EA) No. (if known) 40187 EIR No. (if applicable): _____

Have any special studies or reports, such as a traffic study, biological report, archaeological report, geological or geotechnical reports, been prepared for the subject property? Yes No

If yes, indicate the type of report(s) and provide a signed copy(ies): Biological Report, Geological Report

Is the project located within 1,000 feet of a military installation, beneath a low-level flight path or within special use airspace as defined in Section 21098 of the Public Resources Code, and within an urbanized area as defined by Government Code Section 65944? Yes No

Is this an application for a development permit? Yes No

If the project located within either the Santa Ana River/San Jacinto Valley watershed, the Santa Margarita River watershed, or the Whitewater River watershed, check the appropriate checkbox below.

If not known, please refer to [Riverside County's Map My County website](#) to determine if the property is located within any of these watersheds (search for the subject property's Assessor's Parcel Number, then select the "Geographic" Map Layer – then select the "Watershed" sub-layer)

If any of the checkboxes are checked, click on the adjacent hyperlink to open the applicable Checklist Form. Complete the form and attach a copy as part of this application submittal package.

[Santa Ana River/San Jacinto Valley](#)

[Santa Margarita River](#)

[Whitewater River](#)

If the applicable Checklist has concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a plan shall be prepared and included with the submittal of this application.

HAZARDOUS WASTE SITE DISCLOSURE STATEMENT

Government Code Section 65962.5 requires the applicant for any development project to consult specified state-prepared lists of hazardous waste sites and submit a signed statement to the local agency indicating whether the project is located on or near an identified site. Under the statute, no application shall be accepted as complete without this signed statement.

I (we) certify that I (we) have investigated our project with respect to its location on or near an identified hazardous waste site and that my (our) answers are true and correct to the best of my (our) knowledge. My (Our) investigation has shown that:

- The project is not located on or near an identified hazardous waste site.
- The project is located on or near an identified hazardous waste site. Please list the location of the hazardous waste site(s) on an attached sheet.

Owner/Representative (1) Jonathan Kuly Date 11-14-2019
Owner/Representative (2) _____ Date _____

APPLICATION FOR COMMERCIAL WECS

PROJECT DESCRIPTION INFORMATION SHEET (Provide attached sheet(s) if necessary)	
1. Manufacturer(s) Name:	TBD
2. Wind Machine Model(s):	TBD
3. Physical Specification:	
a. Total height (Blade tip at 12 O'clock position):	144.5 - 152.1 m (487 - 499 ft)
b. Tower Height:	78.0 - 135.0 m (256 - 443 ft)
c. Rotor Diameter:	125 - 133 m (410 - 436 ft)
d. Minimum Blade Height above Ground or foundation platform (whichever is less - if WECS is located on an existing building, such as a roof, indicate total height of structure with WECS and roof clearance distance):	11.5 - 25.0 m (38 - 82 ft)
e. Weight of blades:	15.6 - 17.6 Metric Tonnes (17.2 - 19.4 US Tons), each (3 blades)
f. Total machine and tower weight (in tons):	159.0 - 206.6 Metric Tonnes (175.3 - 227.7 US Tons)
g. Width of foundation:	16.5 - 21.5 m (55 - 70 ft)
h. Depth of foundation:	31m (9.5 ft)
i. Height of foundation:	33m (10 ft)
j. Weight of foundation:	1617 - 2618 Metric Tonnes (1782 - 2886 US Tons)
k. Tower construction material(s):	Tubular Steel
l. Blade construction material(s)	Glass-fiber Reinforced Epoxy (GRE), Balsa Wood, Foam
m. Internal bearing and turbine construction material(s):	Bearing: 42CrMo4 - 34CrNiMo6, Structural Parts: Cast Iron & Forged Steel, Nose Cone & Nacelle Cover: Fiberglass-Reinforced Polyester
4. Machine Coloration:	
a. Color of tower:	White RAL 9010 / Light Grey RAL 9018
b. Color of turbine:	White RAL 9010 / Light Grey RAL 9018
c. Color of blade:	White RAL 9010 / Light Grey RAL 9018
5. Performance Specifications:	
a. Rotation speed (RPM):	5.5 - 20.0 RPM
b. Blade tip speed:	82.5 - 85.1 m/s (270.5 - 279.2 ft/s)
c. Cut in and out speed (if any):	2.5 - 3.5 m/s (8.2 - 11.5 ft/s) and 20 - 30 m/s (66 - 98 ft/s)
d. Rated power output (name plate or power curve):	2.4- 4.8 MW
e. Rated wind speed:	11 m/s (36 ft/s)

APPLICATION FOR COMMERCIAL WECS

PROJECT DESCRIPTION INFORMATION SHEET (Provide attached sheet(s) if necessary)	
f. Rotor orientation: Horizontal or Vertical:	Vertical Orientation (Rotates on Horizontal Axis)
g. Estimated useful life of machine:	25 + Years
6. Noise generation characteristics:	
a. At rated power output (name plate or power curve):	106.1 - 109.5 dB(A)
b. Maximum speed:	12-22 m/s (39 - 72 ft/s)
7. Indicate type of overspeed control system:	Pitch control mechanism plus mechanical breaking system
8. Are any components certified by a recognized national testing laboratory (i.e., U.L., etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. If yes, please explain.	Yes, all turbine manufacturers under consideration are certified by DNV/UL
9. Indicate the site preparation schedule with expected dates of WECS installation and whether or not the project will be broken into phases.	Site Preparation and Balance of Plant - Expected to begin May 2021. WECS Installation - expected from July 2021 through October 2021
10. Indicate potential distance of blade throw and probability of occurrence	<1% probability of occurrence. Potential distance is 100 yds.
11. Transmission System:	
a. Location point of interconnection with utility:	Existing Southern California Edison (SCE) Switchyard with an interconnection to existing SCE Devers Substation.
b. Are additional transmission lines required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	No additional transmission line or upgrades to existing transmission lines are required.
c. If new lines are required, indicate total length of extension:	N/A
d. If new lines required, attach an exhibit map indicating route:	N/A
12. Have you obtained easements for wind access from adjacent property owner(s)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please note on site plan and attach any related documentation.)	Attached
13. Security and Safety:	
a. What other safety devices are proposed (i.e., fencing, anti-climb devices, etc.)	Door locks at base of turbines, Harnesses for maintenance work, Lock out/Tag Out procedures for maintenance

APPLICATION FOR COMMERCIAL WECS

DUST CONTROL PLAN SUMMARIZATION SHEET

I, Jonathan Kirby, certify that I am the Commercial WECS applicant, or his/her authorized agent and that the attached Dust Control Plan was prepared for the property known as (Assessor's Parcel Number(s)): APN 516020001, APN 516020002, APN 516020003

The Dust Control Plan studies the impacts of the WECS project in all its known aspects both on and off-site regarding dust and blowsand control, and minimization of wind and water erosion pursuant to the Riverside County Ordinance No. 348 and No. 484, and the California Environmental Quality Act (CEQA), and the report format outlined herein.

The specific measures that will be, and are agreed to be, implemented are summarized below and may be more particularly described in the attached study (attach additional sheets if necessary.)

- Stabilize all unpaved roads and disturbance areas with a non-toxic soil stabilizer or soil weighting agent
 - Stabilize the main access roads through the site with soil binders
 - Phase grading and earthwork activities to minimize exposed soils on any single day
 - No vehicle shall exceed 15 miles per hour on unpaved areas, post visible speed limit signs
 - Inspect construction vehicle tires prior to entering paved roads, sweep entrances to paved roads
 - Cover soil truck loads
 - Stabilize graded site surfaces upon completion of grading with a vegetative ground cover or other treatment
-
-

I understand the purpose of the above measures is to maintain air quality standards and to prevent a public dust and blowsand problem. I further agree that Riverside County may take necessary actions to abate any and all unlawful public nuisances caused by this WECS project.

Jonathan Kirby

Printed Name

11-14-2019

Date



Signature

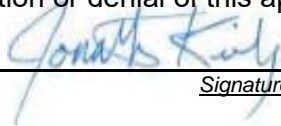
APPLICATION FOR COMMERCIAL WECS

MICROWAVE COMMUNICATIONS LINK OWNERS NOTIFICATION CERTIFICATION

I, Jonathan Kirby, certify that on November 6, 2019, the attached microwave communications link owners list within 2 miles of the attached WECS application were notified of this application as required by Riverside County Ordinance No. 348. Copies of the written notification are also attached. The microwave communications link owners list was prepared by Aspen Environmental and said list is a complete and true compilation of owners of microwave communications links within 2 miles of the property involved in the WECS application.

I further certify that the information filed is true and correct to the best of my knowledge; I understand that incorrect or erroneous information may be grounds for rejection or denial of this application.

Jonathan Kirby



PRINTED NAME

Signature

11-14-2019

Dated

Case Number

Compliance Manager

Title/Registration

6703 Oak Creek Road

Mailing Address

Mojave, CA 93501

City

State

ZIP

(213) 212-0781

Phone Number

()

Fax Number

Jonathan.Kirby@brookfieldrenewable.com

E-Mail

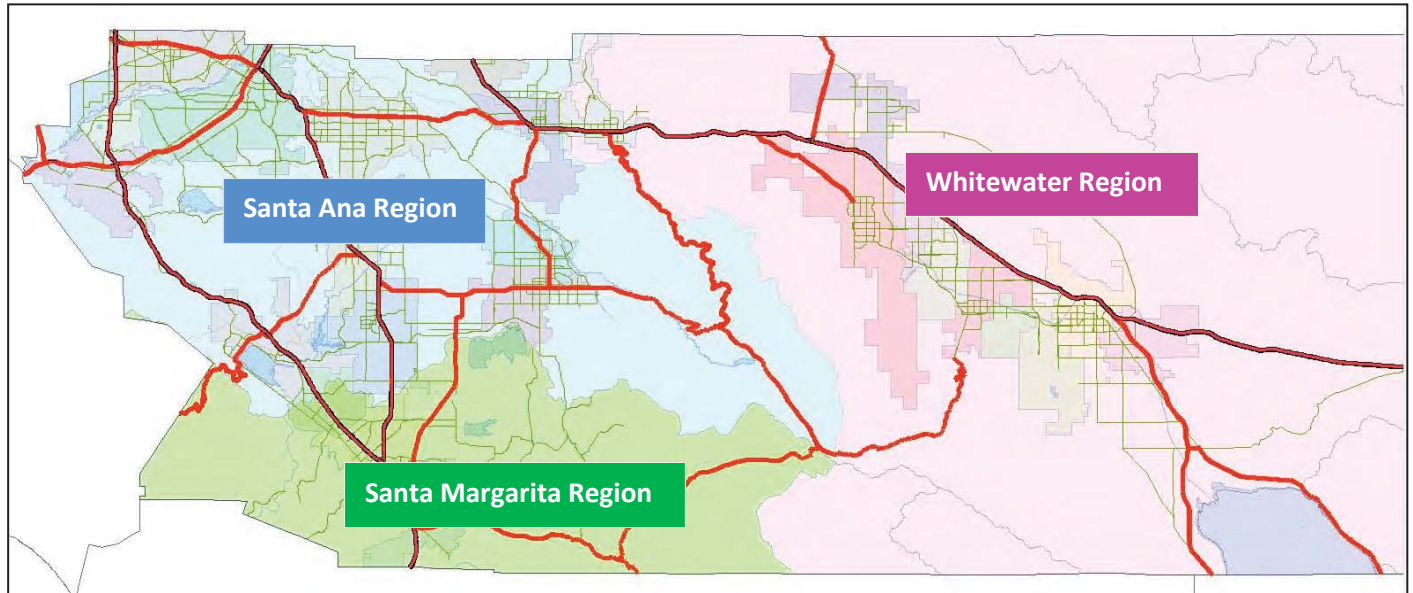
APPLICATION FOR COMMERCIAL WECS

This completed application form, together with all of the listed requirements provided on the Commercial WECS Application Filing Instructions Handout, are required in order to file an application with the County of Riverside Planning Department.

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\295-1069 WECS-Commercial Condensed Application.docx
Created: 07/06/2015 Revised: 07/30/2018

Water Quality Management Plan Applicability Checklists and Other Development Project Checklists for all watersheds/areas in unincorporated Riverside County.

All projects in unincorporated Riverside County shall complete the appropriate **Water Quality Management Plan (WQMP) Applicability Checklist** to confirm if WQMP requirements apply, and be submitted with your project's application. In addition, if the project is exempt from WQMP requirements and is in the **Santa Margarita Region**, the project shall complete the **"Other Development Project Checklist"** and submit to the Riverside County Transportation Department.



If WQMP requirements apply, a Preliminary WQMP shall be submitted and approved by the Transportation Department prior to entitlements, and a Final WQMP shall be submitted and approved by the Transportation Department prior to any building or grading permit.

Permanent Water Quality facilities (known as Post-Construction Best Management Practices (BMPs)) are required to address expected pollutant loads and higher runoff characteristics from most private development projects and public capital projects. These Post-Construction BMPs are designed with a Project-Specific WQMP. WQMP requirements are separate from the requirements for temporary impacts during the construction phase (i.e. Stormwater Pollution Prevention Plan (SWPPP), and construction BMPs).

Three State Regional Water Quality Control Boards regulate water quality requirements in Riverside County. Each State Regional Board has different WQMP requirements for their jurisdiction. Templates and guidance documents for each region are available through the compliance document links below. Applicability Checklists are included to verify if WQMP requirements apply for a given project or if no WQMP is required.

Santa Ana Region: <http://rcflood.org/NPDES/SantaAnaWS.aspx>

Santa Margarita Region: <http://rcflood.org/NPDES/SMRWMA.aspx>

Whitewater Region: <http://rcflood.org/NPDES/WhitewaterWS.aspx>

As of November 1, 2018, all WQMPs for development projects will be reviewed by the Riverside County Transportation Department, for the unincorporated portions of Riverside County. For Riverside County Flood Control facilities, typically storm drains larger than 36-inch diameter, the Riverside County Flood Control District will continue to review the Hydrology studies and their associated improvement plans, but Transportation will review the WQMP on behalf of Flood Control.

Checklist for Identifying Projects Requiring a Project-Specific Water Quality Management Plan (WQMP) within the Whitewater River Region	
Project File No.	
Project Name:	Alta Mesa Wind Project Repower
Project Location:	APN 516-020-001; 516-020-002; 516-020-003
Project Description:	Repower of an existing wind project

All applications for discretionary New Development and Redevelopment projects that fall into one of the Priority Development Project categories submitted to the local permitting authority on or after December 31, 2014 require preparation, approval, and implementation of a project-specific WQMP that complies with the WQMP Guidance document.

The eight Priority Development Project Categories are:	Yes	No
Single-family hillside residences that create 10,000 square feet or more of impervious area where the natural slope is 25% or greater;		✓
Single-family hillside residences that create 10,000 square feet of impervious area where the natural slope is 10% or greater where erosive soil conditions are known;		✓
Commercial and Industrial developments of 100,000 square feet or more;		✓
Automotive repair shops (Standard Industrial Classification (SIC) codes ¹ 5013, 7532, 7533, 7534, 7537, 7538, and 7539)		✓
Retail gasoline outlets disturbing greater than 5,000 square feet;		✓
Restaurants disturbing greater than 5,000 square feet;		✓
Home subdivisions with 10 or more housing units; and,		✓
Parking lots of 5,000 square feet or more or with 25 or more parking spaces, and potentially exposed to Urban Runoff.		✓

¹ Descriptions of SIC codes can be found at <http://www.osha.gov/pls/imis/sicsearch.html>.

DETERMINATION: Check the box for applicable determination.

Any questions answered "YES"

Project requires a project-specific WQMP. Electronic submittals are encouraged on CD and required for the approved documents.

All questions are answered "NO"

Project requires incorporation of Site Design Best Management Practices (BMPs) and Source Control BMPs imposed through Conditions of Approval or permit conditions.

Attachment A

Private Land Easements

WHEN RECORDED MAIL TO:

Mesa Wind Power Corporation
3500 Glenrose Avenue
Altadena, CA 91001
Attn: T. Alana Steele

DOC # 2012-0492908
10/16/2012 11:14A Fee:51.00
Page 1 of 13
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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D. T. T. Twenty Two ²²
Dollars

APN 517-030-004

unincorporated area of Palm Springs

EASEMENT DEED

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THIS EASEMENT DEED ("Agreement") is made as of Oct. 4, 2012 (the "Effective Date"), by Seymour Lazar and Alyce Lazar, Trustees of the Lazar Family Trust ("Grantor"), and Mesa Wind Power Corporation, a Colorado corporation ("Grantee").

RECITALS

A. Grantor is the fee owner of certain real property located in Riverside County, State of California, more particularly described on Exhibit A attached hereto (the "Grantor's Property").

B. Grantee is the holder of a Right-of-Way granted by the U.S. Bureau of Land Management on certain real property located in Riverside County, State of California, more particularly described on Exhibit B attached hereto (the "Grantee's Property").

C. Grantee's Property is part of a wind energy generation project being developed by Grantee (the "Project") on the Grantee's property, hereinafter referred to as the "Project Site."

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor, as the fee owner of Grantor's Property, hereby grants and conveys to Grantee for the benefit of Grantee's Project Site, the following easement:

1.1 A 50-year non-exclusive easement and right of way (the "Easement") in, on, over and across that portion of Grantor's Property depicted and more particularly described on

Exhibits C and C-1 attached hereto (the “Easement Area”), subject, however, to any covenants, conditions, restrictions, easements, existing facilities, rights and rights of way of record as of the Effective Date, for:

1.1.2 The engineering, construction, repair, replacement, removal, inspection, enhancement, and maintenance of a fifty (50)-foot wide roadway across the Easement Area, of either dirt, asphalt, or gravel surface and in accordance with the Riverside County Code of Building Regulations. Construction includes use of heavy construction equipment; and

1.1.3 Access purposes including, without limitation, ingress, egress and vehicular and pedestrian access to, from, and across the Easement Area, including, without limitation, use by construction vehicles and use of any newly constructed or existing roads.

2. No Opposition. Grantor acknowledges Grantee’s right to obtain the consent of all governing agencies to develop the Project on Grantee’s Property and other adjacent land in whatever manner Grantee shall choose. Grantor, on behalf of itself and its officers, partners, members, directors, employees, agents, partners, members, successors and assigns, agrees that it will not in any way challenge, contest, oppose, litigate, or seek to hinder or delay, directly or indirectly, administratively, judicially, publicly or privately, including by referendum or initiative, and will not in any way assist, support, encourage or provide cooperation, direct or indirect, to others who challenge, contest, oppose, litigate, or seek to hinder or delay: (a) the processing and issuance of entitlements for the development, use, and/or operation of the Project or any matter in any way related thereto; (b) any governing agency ordinances, permits, approvals or determinations in any way related to the development, construction, use, and/or operation of any portion of the Project, including, but not limited to, any development agreement, tentative or final map, or the conditions applicable thereof, (c) ordinances, permits, approvals or determinations in any way related to the construction of public works, and/or offsite improvements related to the Project; (d) matters related to the implementation of Project ordinances, permits, approvals determinations or other entitlements, (e) financial agreements with governing agencies and community facilities districts or bonds issued pursuant thereto, (f) any other documentation related to development, construction, use, and/or operation of any portion of the Project, or (g) any modification, renewal, extension, or amendment of any of the foregoing. Grantee shall execute and acknowledge such documents, agreements, consents, waivers, or other instruments and shall take such other actions as Grantee may reasonably request as necessary, expedient or appropriate to confirm Grantee’s consent to the development of the Project in accordance with the provisions of this Section.

3. Term. The term of the Easement shall begin on the Effective Date and end on the 50th anniversary of the Effective Date.

4. Indemnity. To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold Grantor, and its successors and assigns, predecessors in interest, any affiliated partnerships, corporations or other entities, and their respective partners, members, managers, employees, directors, officers, agents, shareholders, representatives, and attorneys, and each of them, past, present, and future (the “Indemnitees”), harmless from and against all losses, damages, claims, suits, actions, causes of action, debts, costs, and expenses, and any liability whatsoever incurred or suffered (“Losses”) by Grantor as a result of Grantee’s, or its invitees’, employees’,

contractors', members', managers' or agents', (i) entry onto and/or use of the Easement, (ii) unauthorized entry onto and/or use of any other portion of Grantor's Property, and (iii) the breach by Grantee of its duties and obligations under this Agreement. The obligations to indemnify, hold harmless and defend set forth above shall include reasonable attorneys' fees, investigation costs, and all other reasonable costs, expenses, and liabilities incurred. Notwithstanding anything to the contrary, Grantee shall not be required to indemnify Indemnitees to the extent any Losses arise from or are attributed to the activities of the Indemnitees, including its negligence or willful misconduct, or from any conditions existing on the Grantor's Property prior to the Effective Date.

5. Insurance. Grantee shall obtain and keep in force at all times a policy of general commercial liability insurance issued by a company, which shall be in a form and with liability limits no less than \$1,000,000.00 aggregate coverage per occurrence to cover the negligent acts and wrongful failures to act of Grantee and its invitees, employees, contractors, members, managers and agents on Grantor's Property with regard to the obligations and liabilities undertaken by Grantee under this Agreement; provided, however, that such insurance shall not serve as a limitation on Grantee's liability hereunder. Such policy shall name Grantor as an additional insured thereunder. Grantee shall provide to Grantor a certificate evidencing the existence and amount of such policy and such certificate shall provide that the policy of insurance evidenced thereby shall not be canceled except upon ten (10) days prior written notice to Grantor.

6. Waiver of Insured Risks. Without affecting any other rights or remedies, Grantee hereby releases and relieves Grantor, and waives its right to recover damages (whether in contract or in tort) against Grantor, for any loss of or damage required to be insured against under this Agreement, but only to the extent insurance proceeds on a particular claim are actually received by the waiving party. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto. To the extent possible, Grantee agrees to include a waiver of subrogation in all insurance policies obtained by it in accordance with this Agreement.

7. Right of First Refusal to Purchase Property. Grantor grants Grantee an exclusive right of first refusal to purchase the Grantor's Property for the term of this Easement. Grantor agrees that during the term of this right of first refusal, it will only entertain offers to purchase the Grantor's Property in its entirety.

7.1 In the event Grantor determines to sell Grantor's Property, Grantor shall give written notice to Grantee together with any bona fide offers to purchase Grantor's Property in its entirety, including the consideration to be paid and any terms or conditions of a proposed sale.

7.2 Grantee and any of its successors or assigns has thirty (30) days from the receipt of Grantor's notice to exercise its right of first refusal. If Grantee fails to exercise its right, Grantor is entitled to sell the Grantor's Property to a third party.

7.3 If Grantor fails to perform its obligations under this right of first refusal, Grantee is entitled to sue for specific performance or other damages.

8. Assignment. Grantee shall at all times have the right to sell, assign, encumber, transfer, or grant subleases of any or all of its rights and interests under this Agreement without Grantor's consent; provided, however, that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Agreement. No such sale, assignment, transfer, or sublease shall relieve Grantee of its obligations under this Agreement unless Grantee assigns its entire interest hereunder and the assignee assumes all liabilities and obligations hereunder in a written agreement, a copy of which shall be delivered to Grantor, in which event (i) Grantee shall have no continuing liability hereunder for matters arising from and after the date the assignment and assumption of this Agreement is delivered to and received by Grantor, and (ii) references to "Grantee" in this Agreement shall be deemed to mean the assuming assignee of such interest. The burdens of the Easement and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Grantor and its heirs, successors, assigns, permittees, licensees, lessees, employees, and agents. The Easement and other rights of Grantee hereunder shall inure to the benefit of Grantee and its heirs, successors, assigns, permittees, licensees, lessees, employees and agents.

9. Encumbrances; Required Notices to Mortgagees.

9.1 Right to Encumber. Grantee shall have the right at any time to mortgage to any entity (herein, a "Mortgagee") all or any part of Grantee's interest under this Agreement and the easements and rights created by this Agreement without the consent of Grantor. Under no circumstances shall the estate of Grantor in and to Grantor's Property be subordinated to any such mortgage.

9.2 Covenants for Mortgagees Benefit. Should Grantee mortgage any of its interests hereunder as provided in Section 8.1 above, Grantor and Grantee expressly agree between themselves and for the benefit of any Mortgagees as follows:

9.3 They will not cancel or modify this Agreement without the prior written consent of each of the Mortgagees, which consent shall not be unreasonably withheld or delayed.

9.4 Each Mortgagee shall have the right to do any act or thing required to be performed by Grantee under this Agreement, and Grantor shall accept any such act or thing performed by a Mortgagee under this Agreement as if such act or thing was done by Grantee itself.

9.5 No default that requires the giving of notice to Grantee shall be effective unless a similar notice is given to each of the Mortgagees. If Grantor shall become entitled to terminate this Agreement due to an uncured default by Grantee, Grantor will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Mortgagee and has given each Mortgagee at least thirty (30) additional days to cure the default to prevent such termination of this Agreement or the Easement (or such longer reasonable period of time required to cure such default, if such failure or omission cannot reasonably be cured within a thirty (30) day period). Furthermore, if within such thirty (30) day period a Mortgagee notifies Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, then provided

and for so long as Mortgagee is acting with due diligence in all respects, Grantor shall not terminate this Agreement or the Easement, and shall permit such Mortgagee a sufficient period of time (including any additional period of time after Mortgagee is prohibited by any process or injunction issued by or by reason of any court having jurisdiction over any bankruptcy, reorganization, insolvency or other debtor-relief proceeding from commencing or prosecuting foreclosure or other appropriate proceedings) as may be necessary for such Mortgagee, with the exercise of due diligence, to foreclose or acquire Grantee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Grantee. Upon the sale or other transfer of the entire interest of Mortgagee in the easements and rights granted hereunder by any Mortgagee to an assignee of this Easement who assumes all of Grantee's liabilities and obligations accruing after the date of such assumption under and as set forth in this Agreement in a writing delivered to Grantor, such Mortgagee shall have no further duties or obligations hereunder.

9.6 In case of the termination of this Agreement as a result of any default or the rejection of this Agreement in bankruptcy, Grantor shall give prompt notice to the Mortgagees which have provided Grantor with notice of their interest and address for notices to Mortgagees. Grantor shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default or rejection in bankruptcy by Grantee, and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Mortgagee shall agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same and Mortgagee shall agree in writing to pay Grantor for any damages it has suffered as a result of termination of this Agreement prior to the execution and delivery of the new easement agreement.

9.7 Each Mortgagee is and shall be an express third party beneficiary of the terms of this Section 8 and shall be entitled to enforce the obligations of Grantor hereunder. If a mortgage is syndicated or partially assigned so that more than one person hold interests of the same priority, Grantor shall not be required to provide notices to more than one (1) such person, and such person, defined in Mortgagee's notice to Grantor, shall be the only person deemed the Mortgagee of that mortgage hereunder, and shall be responsible for transmitting any notice from Grantor to all other partial owners of the mortgage.

10. Mechanics Liens. Grantee shall keep Grantor's Property free and clear of mechanics and materialmen's liens and claims of lien that arise out of Grantee's use of the easement or use of the easement by Grantee's principals, agents, employees, heirs, executor, administrators, representatives, successors and assigns, as well as any person or entity claiming through or on behalf of Grantee, either directly or indirectly, including, but not limited to licensees, lessees or successors-in-interest, which are not due to any act or omission of Grantor, its principals, agents, employees, heirs, executor, administrators, representatives, successors and assigns, as well as any person or entity claiming through or on behalf of Grantor, either directly or indirectly, including, but not limited to licensees, lessees or successors-in-interest. If any action is filed to foreclose or enforce any such mechanic's or materialmen's lien, Grantee shall promptly obtain

the removal of the lien by payment of the lienor in full or by posting bond under Civil Code Section 3143. Not less than twenty (20) days prior to commencing any works of improvement within the Easement Area, Grantee shall provide notice of same to Grantor, which shall be entitled to post and record notices of non-responsibility regarding same.

11. Miscellaneous.

11.1 No Rights in Public. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area or the Property to or for the general public, it being the intention of the parties hereto that the Easement shall be strictly limited to the purposes herein expressed. Except as specifically set forth in Section 1 above, nothing contained herein shall be deemed or construed to grant to Grantee any right in or to any portion of the Property other than the Easement Area.

11.2 Attorneys' Fees. In any action or proceeding brought to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other litigation costs including without limitation costs awardable pursuant to California Code of Civil Procedure Section 1033.5 and amounts payable to expert witnesses ("Costs") in addition to any other available remedy. In addition to the fees and Costs recoverable under the preceding sentence, the parties agree that the prevailing party shall be entitled to recover reasonable attorneys' fees and Costs incurred in connection with the any appeal and/or the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the other provisions of this Agreement and shall survive the entry of any such judgment.

11.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and Grantee.

11.4 Construction. As used in this Agreement, the masculine, feminine and neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates. This Agreement shall be construed as a whole and in accordance with its fair meaning, the captions being for convenience only and not intended to fully describe their defined provisions in the portions of this Agreement to which they pertain.

11.5 Waiver; Default; Remedies. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. In the event of a breach of this Agreement by Grantee, including an assignment of Grantee's interest not in compliance with Section 7 above, and such breach is not cured within sixty (60) days after delivery of notice thereof to Grantee, then Grantor by subsequent notice to Grantee may terminate the Easement and this Agreement, subject to Mortgagees' rights under Section 8 above. Notwithstanding Section 8 above, if the breach by Grantee is adversely affecting or presents an imminent threat to Grantor's title to Grantor's Property, or the reasonable use or safe operation of the balance of

Grantor's Property outside the Easement Area, then without terminating this Agreement Grantor may pay off liens, perform such work or file such actions as are reasonably necessary to eliminate the encumbrance or abate the adverse effects or safety hazards, and the cost of same, including reasonable court costs and attorneys fees, shall be paid by Grantee to Grantor upon demand.

11.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.7 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed within the state. The parties, hereby consent to exclusive venue for all causes of action arising under this Agreement in the Superior Court in and for Riverside County, California, or the Federal District Court for the Eastern District of California, and hereby waive the right to bring or maintain an action arising under this Agreement in any other forum.

11.8 Severability. Invalidation of any of the provisions contained in this Agreement, or the application thereof to any person by legislation, judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect.


11.9 Termination. Grantee's rights under this Agreement shall terminate with respect to any portion of the Easement Area that is within a physically open, dedicated and accepted public street. In such event, Grantee shall upon request execute a quitclaim deed or other similar documents reasonably requested by Grantor to confirm the termination of this Agreement as it applies to such Easement Area.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the date first written above.

"GRANTOR"

LAZAR FAMILY TRUST

By: 
Seymour Lazar, Trustee

By: 
Alyce Lazar, Trustee

"GRANTEE"

Mesa Wind Power Corporation, a Colorado corporation

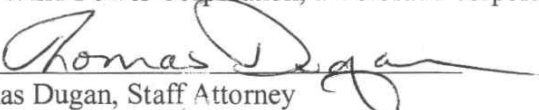
By: 
Thomas Dugan, Staff Attorney

Exhibit A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

APN: 517-030-004, 3/10ths of an acre (.38 acres)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING SOUTHERLY OF THE SOUTHERLY LINE OF LOT 640 OF SAN GORGONIO PASS NO, 7, AS PER MAP RECORDED IN BOOK 36 PAGES 65 THROUGH 67 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE EASTERLY LINES OF LOT B (DESERT VIEW AVENUE) AND 389 OF SAN GORGONIO PASS NO. 5, AS PER MAP RECORDED IN BOOK 34 PAGES 43 AND 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF THE NORTHERLY LINE OF THE METROPOLITAN WATER DISTRICT AQUEDUCT AND LYING WESTERLY OF THE WESTERLY LINE OF COTTONWOOD CANYON WASH. SAID WASH SHOWN AS PARCEL 6140-7A OF RECORD OF SURVEY ON FILE IN BOOK 51 PAGES 29 TO 34, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE'S PARCEL

Approximately 68 acres in Section 4, Township 3 South, Range 3 East, SBBM;

Approximately 409 acres in Sections 27, 33, and 34, Township 2 South, Range 3 East, SBBM.

APN: n/a (owned by United States (BLM))

EXHIBIT C

(POR) A.P.N. 517-030-004

All that land in the Southeast quarter of Section 5, Township 3 South, Range 3 East, San Bernardino Meridian, in the County of Riverside, State of California, described as follows:

A strip of land, 50.00 feet in width, lying 25.00 feet on each side of the following described centerline:

Commencing at the Northeast corner of Lot 389 of San Geronio Pass No. 5, as shown by map on file in Map Book 34, pages 43 through 44, Official Records of Riverside County, California;

Thence N 07°09'16" W, along the East line of Desert View Avenue, 60.00 feet in width, as shown by said Map, a distance of 30.00 feet to the Point of Beginning;

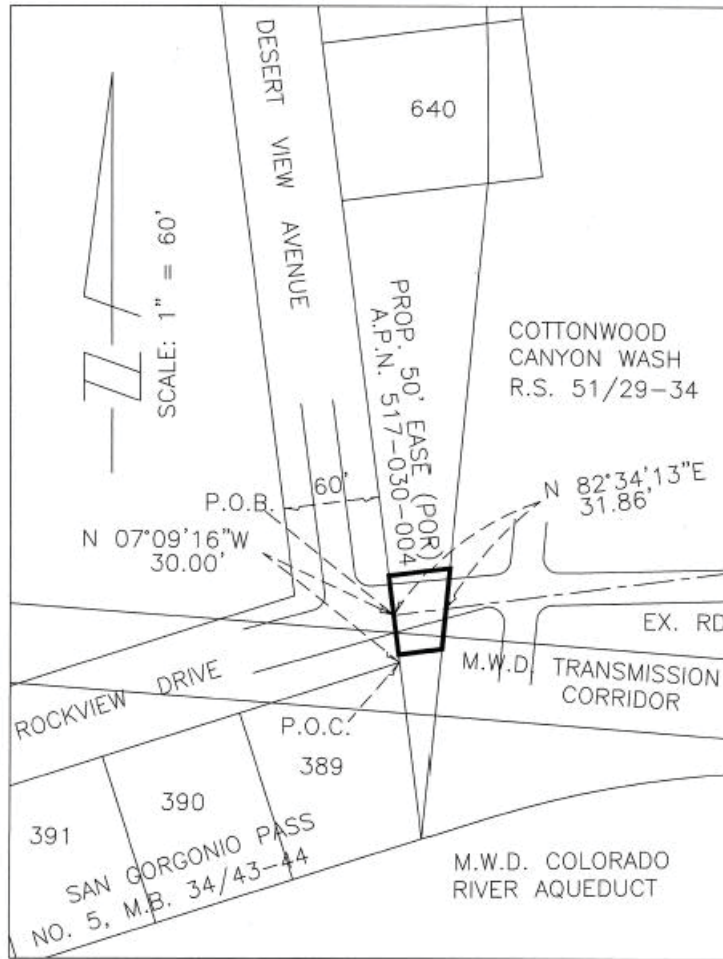
Thence N 82°34'13" E a distance of 31.86 feet to a point in the West line of the Cottonwood Canyon Wash as shown by map on file in Book 51, pages 29 through 34 of Records of Survey, Official Records of Riverside County, California, said point being the end of this centerline description.

Contains 1,593 square feet or 0.04 acres.

Neil C. McAnally *3/29/12*
Neil G. McAnally, P.L.S. No. 4820 (exp 9-30-2012)



LEGAL DESCRIPTION AND/OR DEPICTION OF THE EASEMENT AREA



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On OCTOBER 4, 2012 before me, GREGORY C. BURR, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

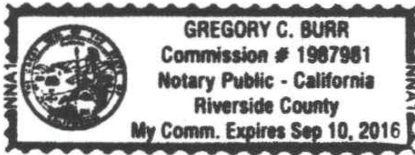
personally appeared SEYMOUR LAZAR AND ALYCE LAZAR
Name(s) of Signer(s)

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

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]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: EASEMENT DEED

Document Date: OCTOBER 4, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: SEYMOUR LAZAR

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: LAZAR FAMILY TRUST

Signer's Name: ALYCE LAZAR

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: LAZAR FAMILY TRUST

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } SS.

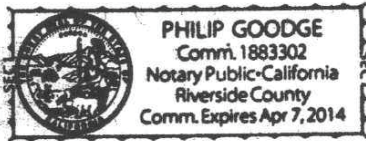
On 10-15-12, before me, Philip Goodge, Notary Public,

personally appeared Thomas B. Dugan, 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.



Philip Goodge
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER Staff Attorney
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Easement Deed
TITLE OR TYPE OF DOCUMENT

12
NUMBER OF PAGES

10-4-12
DATE OF DOCUMENT

OTHER _____

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

This must be in red to be a
"CERTIFIED COPY"

I hereby certify the foregoing instrument to which this stamp has been affixed consisting of _____ pages to be a full, true and correct copy of the original on file and of record in my office.

Larry W. Ward
Assessor - County Clerk - Recorder
County of Riverside, State of California

Dated: 10/16/12



Certification must be in red to be a
"CERTIFIED COPY"

222516

When recorded return to:

United States Department
of the Interior
Bureau of Land Management
1900 E. Tahquitz-McCallum Way, Suite B-1
Palm Springs, CA 92262
Attn: Peter Kempenich

RECEIVED FOR RECORD
Min. Past 10'clock AM

AUG - 8 1988
Records in Official Records
of Riverside County, California
William E. Smay
RECORDER
Page 5

NONEXCLUSIVE ROAD EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that for and in consideration of their goodwill and other valuable considerations,

Seymour Lazar and A. J. Lazar, husband and wife,

hereinafter called Grantor do hereby contribute, under the authority of Section 307 of the Federal Land Policy and Management Act of 1976 (43 USC 1737), to the UNITED STATES OF AMERICA, and its assigns, a nonexclusive easement to use, maintain, improve, repair and reconstruct an existing road located on the following described real property situated in the County of Riverside, State of California, to wit:

That portion of the east half of the Southeast Quarter of Section Five (5), Township Three South, Range Three East, S.B.B.M., contained within a strip of land being 100 feet in width, 50 feet to each side of the unsurveyed centerline, and providing access to lands owned by the U. S. Government and administered by the Department of Interior-Bureau of Land Management. Exhibit A dated July 25, 1988, attached hereto and made a part hereof, more properly denotes and describes the access location. The above described real property is denoted on Riverside County Assessor's records as Assessor's Parcel Number (APN) 517-030-003.

Provisions:

The easement herein contributed and granted is for the full use as a road by the UNITED STATES OF AMERICA, its permittees and licensees, and does not provide for the right of access for the public. It is subject to the effect of reservations and leases, if any, of oil, gas, and minerals in and under said land.

BLM agrees that the road located on the above described right-of-way shall be maintained in good repair during periods of use by the Grantee, its permittees or licensees.

EXHIBIT "A"

The Grantor reserves the right to use said road for purposes consistent with the uses made of said road by Grantee. However, in the event of simultaneous use of the road by both parties, the Grantor and Grantee shall enter into a cooperative road maintenance agreement, which will designate maintenance responsibilities. The party performing the road maintenance shall be entitled to collect the pro rata share of maintenance costs from the other party.

This easement shall commence on the first day of September, 1988 and continue in perpetuity.

Grantor covenants and warrants that they are lawfully seized and possessed of the land aforesaid and has the full right, power, and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances except as shown on record, and that they will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

The grantor acknowledges they are aware of Public Law 91-646 entitled "Uniform Relocation and Real Property Acquisition Policy's Act of 1970" and hereby waives and declines payment of full consideration in making this contribution to the United States of America.

Dated this 27 day of July, 1988

[Signature]
Seymour Lazar

[Signature]
A. J. Lazar

Accepted subject to approval of title by the Dept. of Justice by:

[Signature]
Leslie M. Cone, Area Manager
Indio Resource Area
Bureau of Land Management



STATE OF CALIFORNIA :
COUNTY OF Riverside:

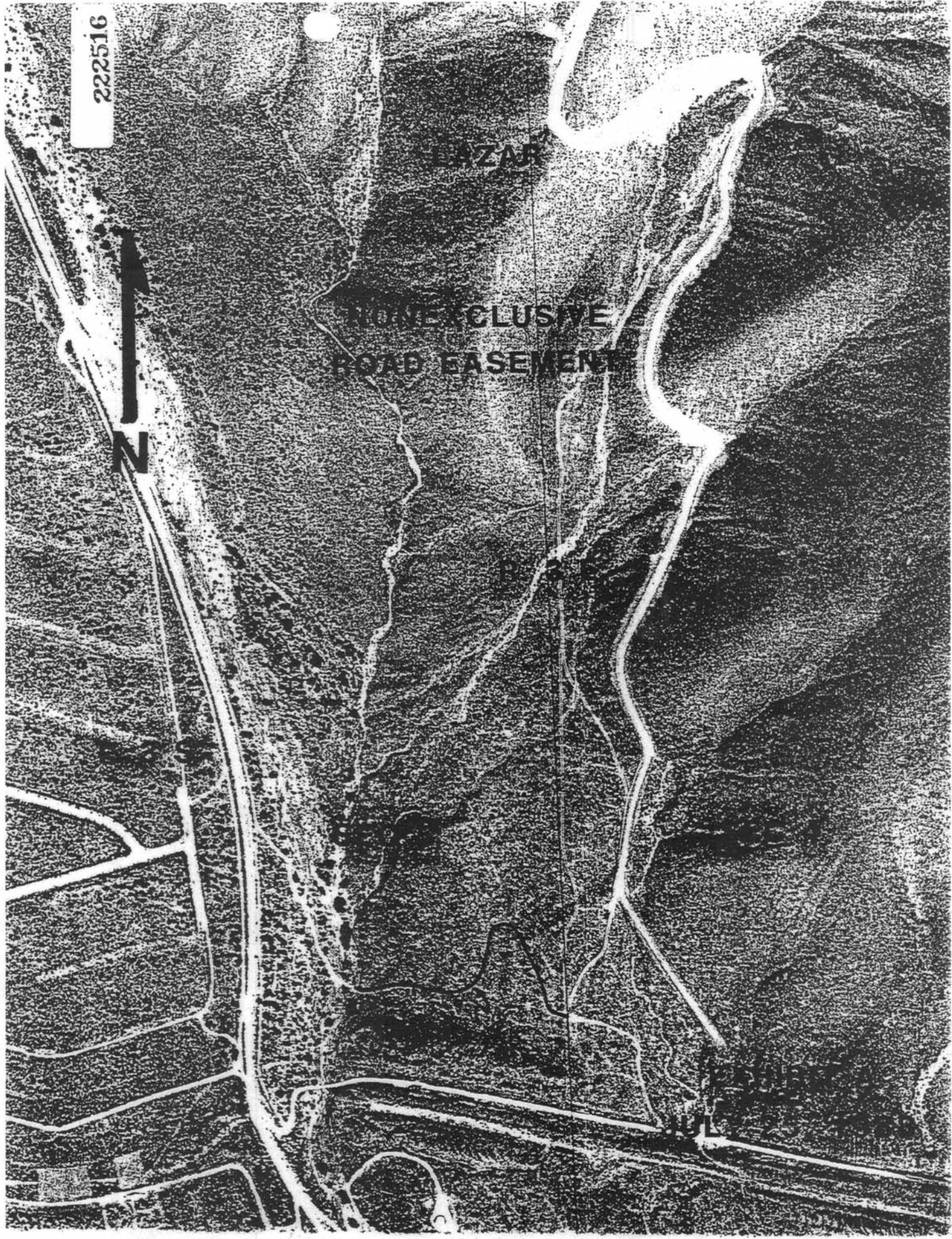
On 7/27/88, 1988, before the undersigned, a Notary Public in and for said County and State, personally appeared Seymour Lazar and A. J. Lazar, proved to me on the basis of satisfactory evidence to be the persons whose names subscribed to this instrument and acknowledged to me that they executed it.

Notary's Signature [Signature]

222516

BAZAR

NONEXCLUSIVE
ROAD EASEMENT



COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

ENCROACHMENT PERMIT

Bureau of Land Management
Palm Springs - South Coast Resource Area
400 South Farell Drive, Suite B-205
Palm Springs, CA 92262

Riverside, California

December 19 , 19 90

In compliance with your request of December 5 , 19 90
and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form

PERMISSION IS HEREBY GRANTED TO

construct, operate, and maintain one 16-foot wide access road across the District's right of way for Cottonwood Canyon Wash at approximate Station 91+00. All construction shall be performed in accordance with the plan labeled Cottonwood Canyon Wash Crossing, 1 sheet, prepared by ASL Consulting Engineers, as revised on November 28, 1990, and with the following:

All construction shall be performed in accordance with the appropriate provisions of the Standard Specifications for Public Works Construction, latest edition, unless otherwise stated below.

Prior to beginning construction, the Permittee or the contractor performing the work shall furnish a certificate of insurance with comprehensive liability limits of \$2,000,000 per occurrence, naming the Permittee, the District, the County of Riverside, and any municipal corporation within which the work is to be performed, as additional insured. This insurance shall remain in effect for the duration of the work.

Permittee's attention is called to all General and Special Provisions found on the reverse side of Sheet 1 of this permit. The District requires 5 days notice prior to commencing work. Notice may be given by calling the Permit section at 714/275-1279.

This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby. Performance of the work shall be deemed to be acceptance by the Permittee of all terms and conditions of this permit.

This permit shall be voided unless work herein contemplated shall have been completed before

June 30 , 19 91

District Drawing No. 6-181, Sheet 8

RECOMMENDED FOR APPROVAL:

By Howard L. Dickerson
PERMIT ENGINEER

By Donald J. Greywood
CHIEF OF OPERATIONS

HLD:mcy

APPROVED:

Kenneth L. Edwards
KENNETH L. EDWARDS
CHIEF ENGINEER

GENERAL PROVISIONS

1. **ACCEPTANCE OF PROVISIONS.** It is understood and agreed by the Permittee that the performance of any work authorized under this permit shall constitute an acceptance of the provisions contained herein, and failure to comply with said provisions shall result in revocation of this permit by the Riverside County Flood Control and Water Conservation District.

2. **NO PRECEDENT ESTABLISHED.** This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of the expediency of permitting any certain kind of encroachment to be erected within right of way of the Riverside Flood Control and Water Conservation District.

3. **KEEP PERMIT ON WORK.** This permit shall be kept at the site of the work and must be shown to any representative of the Riverside County Flood Control and Water Conservation District upon request.

4. **PERMITS FROM OTHER AGENCIES.** The party or parties to whom this permit is issued shall, whenever the same is required by law, secure the written order or consent to any work hereunder from the Public Utilities Commission of the State of California or any other public Board having jurisdiction, and this permit shall be suspended in operation unless and until such order or consent is obtained.

5. **CLEAN UP RIGHT OF WAY.** Upon completion of the work, all brush, timber, scraps and material shall be entirely removed and the right-of-way left in as presentable condition as before work started.

6. **STANDARDS OF CONSTRUCTION.** All work shall conform to recognized standards of construction.

7. **SUPERVISION OF GRANTOR.** All the work shall be done subject to the supervision of, and to the satisfaction of, the Riverside County Flood Control and Water Conservation District.

8. **FUTURE MOVING OF INSTALLATION.** It is understood by the Permittee that whenever construction, reconstruction or maintenance work on the right of way may require the installation provided for herein shall, upon request of the Riverside County Flood Control and Water Conservation District, be immediately moved by, and at the sole expense of, the Permittee.

9. **LIABILITY FOR DAMAGES.** The permittee shall indemnify and hold the Riverside County Flood Control and Water Conservation District, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of permittee, its officers, agents, employees, subcontractors, independent contractors, guests and invitees, for property damage, bodily injury or death or any other element of damage of any kind or nature related to or in anywise connected with or arising from the permittee's use of the premises, including, but not limited to, the construction, operation and maintenance of the installation provided for herein on the District's right-of-way or any such claims that may arise out of the failure of such installation, the condition thereof or the obligations to be performed by the permittee herein. The permittee shall defend, at its expense, including attorney's fees, the Riverside County Flood Control and Water Conservation District, its officers, agents, employees and independent contractors, in any claim or legal action based upon such alleged acts or omissions.

10. **SURVEY MONUMENTS.** Riverside County Flood Control and Water Conservation District monuments and/or right-of-way markers placed for the convenience of the permittee and monuments or right-of-way markers destroyed or requiring placement during or after completion of the work shall be done by the Riverside County Flood Control and Water Conservation District's survey crews and the permittee shall pay to the Riverside County Flood Control and Water Conservation District any and all costs incurred in the placement or replacement of District monuments and/or right-of-way markers within 30 days of billing from the Riverside County Flood Control and Water Conservation District.

11. **MAKING REPAIRS.** The permittee shall replace and restore the right of way at the place of the excavation to its condition prior to the making of the excavation.

12. **CARE OF DRAINAGE.** If the work herein contemplated shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it as may be directed by the grantor.

13. **MAINTENANCE.** The permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the right of way and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the right of way as a result of the work done under this permit, including any and all injury to the right of way which would not have occurred had such work not been done or such encroachment not placed therein.

14. **PERFORMANCE WARRANTY.** Bond may be required of the permittee whenever in the judgment of the Riverside County Flood Control and Water Conservation District, it becomes necessary or advisable to guarantee performance.

15. **DURATION.** This permit may be cancelled by the Riverside County Flood Control and Water Conservation District upon thirty days written notice to permittee.

SPECIAL PROVISIONS

1. **INSPECTION FEE REQUIRED BY GRANTOR.** The permittee shall deposit a sum in the amount of \$ 500.00 with the Riverside County Flood Control and Water Conservation District at least five working days prior to the anticipated start of work covered by this permit. Said amount is to cover the estimated cost of inspection, investigation, testing, etc., by the District of the work proposed under the permit.

2. **NOTICE OF BEGINNING OF WORK.** The permittee shall advise the Chief Engineer in writing of the anticipated start of work covered by this permit. Said notice shall be delivered to the office of the Riverside County Flood Control and Water Conservation District at least five working days prior to the start of work.

To: Becky Gonzales, CDD-Resources
From: Peter Kempenich, Palm Springs-South Coast RA
Subject: Riverside County Flood Control and Water Conservation District Encroachment Permit (# 6-0-140-1537).

Attached is the casefile for the subject Riverside County Flood Control and Water Conservation District's (District) encroachment permit # 6-0-140-1537.

The District's encroachment permit is a revokable license which joins two existing road easements across private property (a private easement secured by Mesa Wind Developers which allows use by the BLM, and an easement secured by the BLM which permits use by licensees/permittees of the United States), and an existing access road right-of-way (serial number CA-13198), across public land that was granted to Mesa Wind Developers by BLM. The entire road has been constructed by Mesa Wind Developers. The entire road, referred to as the Lazar Road, provides the United States, its permittees and licensees, (which includes Mesa Wind Developers) access to public land as shown on the attached map.

The BLM and Mesa Wind Developers have essentially a reciprocal right of access along the Lazar Road by virtue of their respective easements and BLM's R/W grant, CA-13198. The District merely issued a revokable permit to connect the above described easements and R/W grant; the District's permit amounts to permission to locate and use a portion of the Lazar Road on County property.

I would appreciate guidance as to how to place the District's permit on ORCA, if indeed such action is necessary. Your assistance in this matter would be appreciated.

If you have any questions concerning this matter, please contact me at (619) 251-0812. Thanks.



PLEASE RETURN FILE WITH YOUR RECOMMENDATION(S).
THANKS, PK

RECORDS NOTED

PLATS 12-9-91

MS.P. 12-9-91

MHC

OPC/SP

MHR/12

VERIFIED

EQ 12/11/91

SERIAL REGISTER PAGE

GEO STATE: CALIFORNIA SERIAL NO: CACA 29083
CASE TYPE: 210013 ACQ-FLPMA
LEGAL REF: ACQ-FLPMA;10-21-1976;SEC 205 COMMODITY: NONEXCLUSIVE

NAME ADDRESS % INTRST INTEREST
BLM CAL DESERT DO 6221 BOX SPRINGS BVD 100.00000 HOLDING AGENCY
RIVERSIDE, CA 92507

M_ TOWN RANGE SEC SUBDIVISION SURFACE MGMT AGENCY
27 3.0S 3.0E 5 N2SESE COUNTY LANDS

***** TOTAL ACRES: 1.000 *****

Table with columns: ACTN DATE, CODE, ACTION, ACTION REMARKS, PEND ACT. Rows include dates from 04/14/1988 to 01/01/9999 and actions like CASE ESTABLISHED, EASEMENT ISSUED, etc.

COMMENTS:
01 ENCROACHMENT PERMIT #6-0-140-1537 - REVOCABLE
02 COTTONWOOD CANYON WASH --- LAZAR ROAD
03 MESA/ZOND'S EXISTING ROAD ROW CA-13980

Table with columns: STATE, ENTITY, ACRES. Rows show CALIFORNIA, CALIFORNIA DESERT DO, BLM with 1.000 acres.

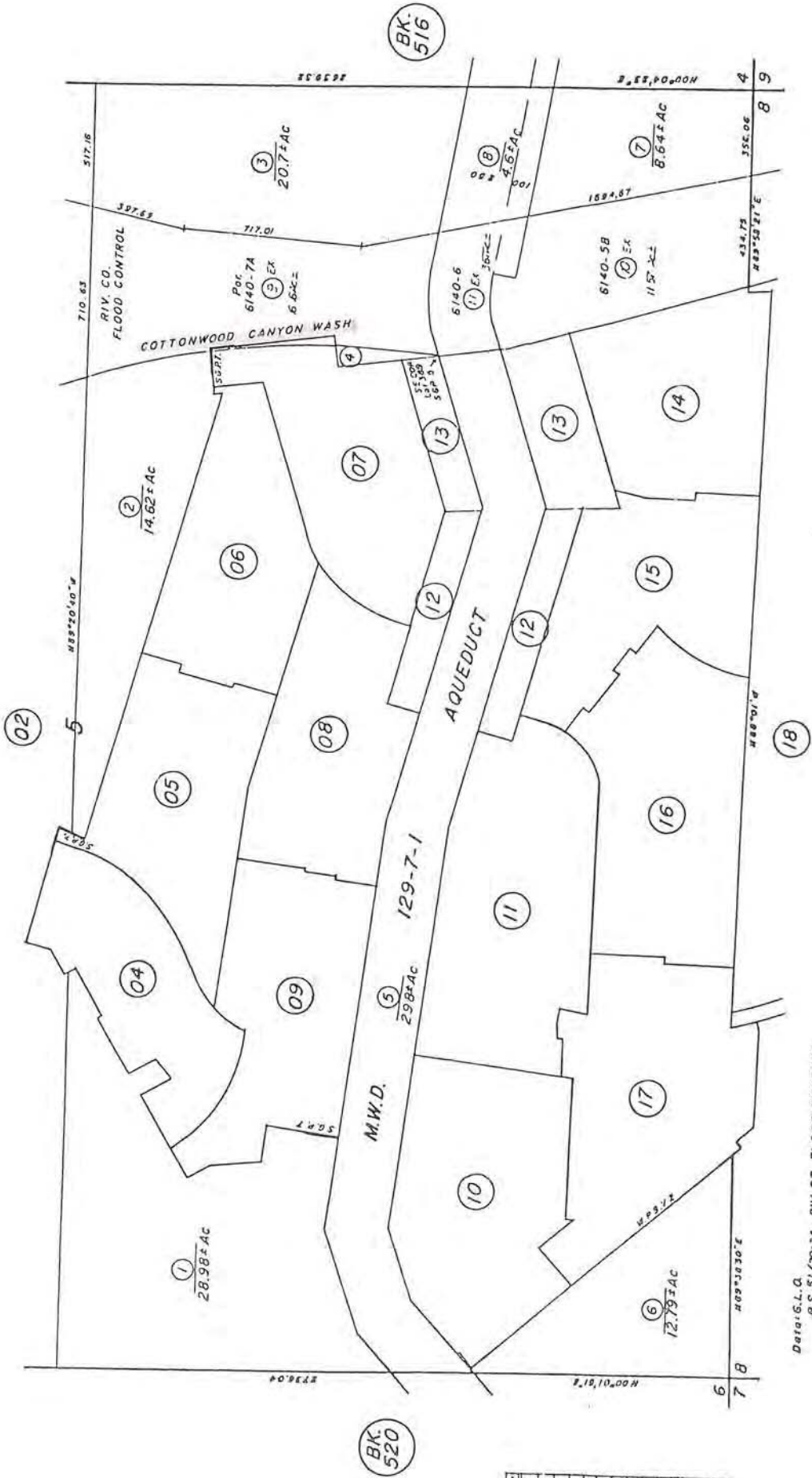
CASE DISPOSITION: 12/19/1990 AUTHORIZED



24-36-6
517-03

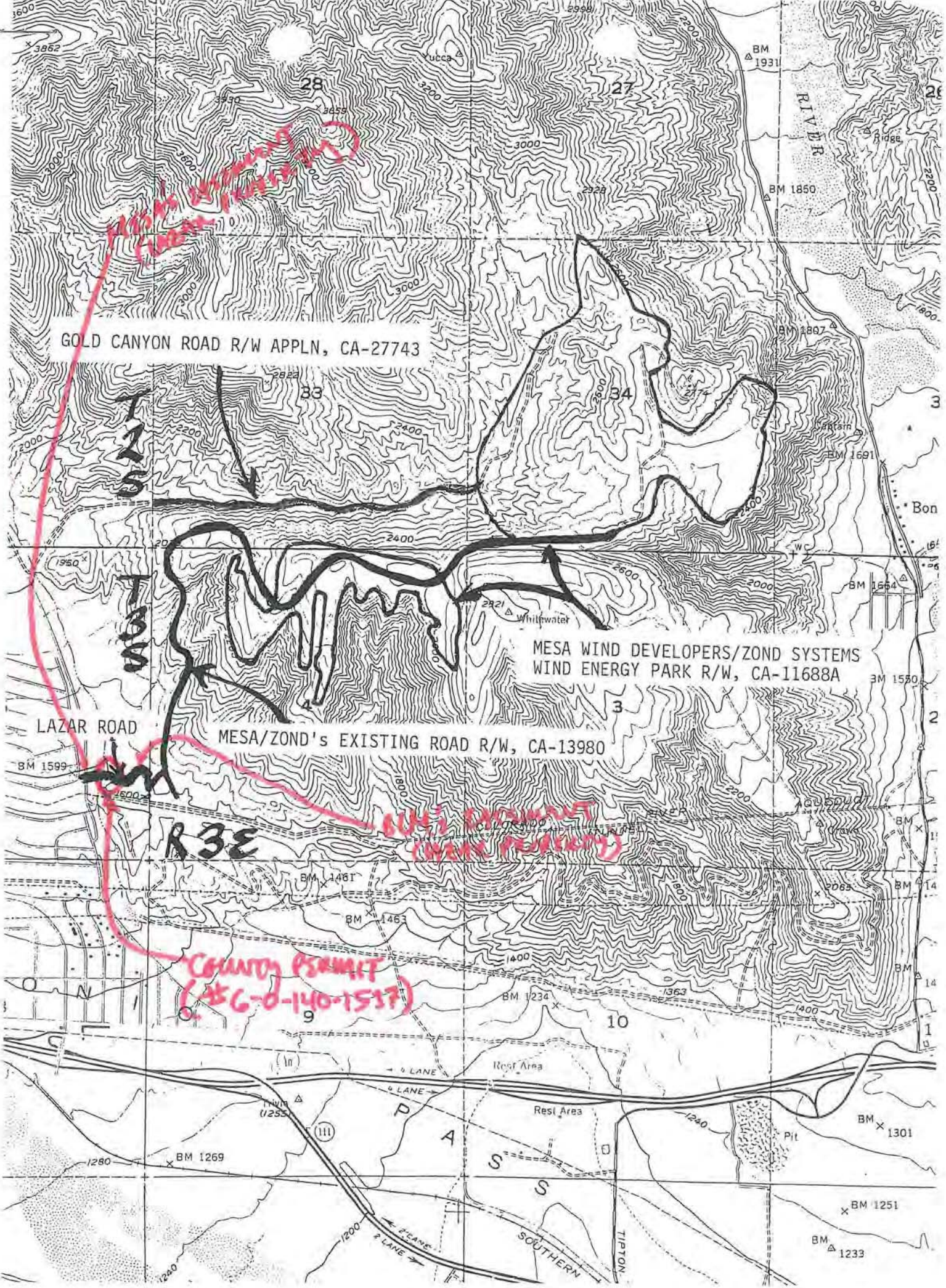
T.C.A. 5540

S 1/2 SEC. 5, T.3S., R.3E.



DATE	OLD MAP	NEW MAP
5/79	503-003	R.11

Date: 6.1.0
R.S. 51/29-34 RIV. CO. FLOOD CONTROL



Section 2

Recorded Deed

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE

WHEN RECORDED MAIL TO:

Sulmeyer KUPETZ
333 S. Hope 35M
Los Angeles, CA 90071

5463790

DOC # 2017-0266076

06/29/2017 10:53 AM Fees: \$39.00

Page 1 of 9

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

**This document was electronically submitted
to the County of Riverside for recording**

Received by: MARIA #309

Order

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)



**UNITED STATES BANKRUPTCY COURT
Central District of California**

I hereby attest and certify that on 6-5-2017 the attached reproduction(s),
containing 7 pages, is a full, true and correct copy of the complete document
entitled: Order Granting Chapter 7 Trustee's Motion
To Confirm Sale of Real Property APN Nos.
Case #: 6:16-BK 12192 WS Doc #: 327

which includes: Exhibits Attachments

on file in my office and in my legal custody at the marked location:

- 255 E. Temple Street, Suite 940
Los Angeles, CA 90012
- 3420 Twelfth Street, Suite 125
Riverside, CA 92501-3819
- 411 West 4th Street, Suite 2074
Santa Ana, CA 92701-4593
- 1415 State Street
Santa Barbara, CA 93101-2511
- 21041 Burbank Boulevard
Woodland Hills, CA 91367

KATHLEEN J. CAMPBELL
Clerk of Court

By: *J. Arzueja*
Deputy Clerk

**THIS CERTIFICATION IS VALID ONLY WITH THE
UNITED STATES BANKRUPTCY COURT SEAL.**

Revised August 2010

Case 6:16-bk-12192-WJ Doc 327 Filed 02/28/17 Entered 02/28/17 10:22:31 Desc Main Document Page 1 of 7

1 Elissa D. Miller (CA State Bar No. 120029)
emiller@sulmeyerlaw.com
2 **SulmeyerKupetz**
A Professional Corporation
3 333 South Hope Street, Thirty-Fifth Floor
Los Angeles, California 90071-1406
4 Telephone: 213.626.2311
Facsimile: 213.629.4520
5
6 Attorneys for Helen Frazer, Chapter 7
Trustee



7 **UNITED STATES BANKRUPTCY COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**

9 In re
10 MARK TECHNOLOGIES
CORPORATION,
11 Debtor.

Case No. 6:16-bk-12192 WJ
Chapter 7

ORDER GRANTING CHAPTER 7 TRUSTEE'S MOTION TO 1) CONFIRM SALE OF REAL PROPERTY APN NOs. 516-060-018-3, 4, 5, & 6 AND 516-020-001-3 & 4; 2) ASSUMPTION AND ASSIGNMENT OF LEASES AND OTHER RIGHTS IN CONNECTION THEREWITH TO MOHAMMED F. KOYA, OR ASSIGNEE, THE SUCCESSFUL BIDDER AT THE AUCTION; AND (3) TO AUTHORIZE THE TRUSTEE TO WITHHOLD AND REMIT ESTIMATED STATE INCOME TAXES RESULTING FROM THE SALE, IF ANY

[Dkt No. 165]

Date: February 24, 2017
Time: 2:00 p.m.
Place: Courtroom 304
3420 Twelfth Street
Riverside, CA 92501

SulmeyerKupetz, A Professional Corporation
333 SOUTH HOPE STREET, THIRTY-FIFTH FLOOR
LOS ANGELES, CALIFORNIA 90071-1406
TEL 213.626.2311 • FAX 213.629.4520

EDM\ 2569581.5

Case 6:16-bk-12192-WJ Doc 327 Filed 02/28/17 Entered 02/28/17 10:22:31 Desc Main Document Page 2 of 7

SulmeyerKupetz, A Professional Corporation
333 SOUTH HOPE STREET, THIRTY-FIFTH FLOOR
LOS ANGELES, CALIFORNIA 90071-1406
TEL 213.626.2311 • FAX 213.629.4520

1 On October 25, 2016, November 29, 2016 and February 24, 2017, the Court held
2 hearings regarding the "*Chapter 7 Trustee's Motion To 1) Confirm Sale Of Real Property*
3 *APN Nos. 516-060-018-3, 4, 5, & 6 AND 516-020-001-3 & 4; 2) Authorize the*
4 *Assumption And Assignment Of Leases And Other Rights In Connection Therewith To*
5 *Mohammed F. Koya, or Assignee, The Successful Bidder At The Auction; and 3)*
6 *Authorizing The Trustee To Withhold And Remit Estimated State Income Taxes Resulting*
7 *From The Sale, If Any; Memorandum Of Points And Authorities And Declarations Of*
8 *Helen R. Frazer and Todd Wohl In Support Thereof*" [Dkt. No. 165] ("Motion") filed by
9 Helen R. Frazer, Chapter 7 Trustee ("Trustee") of the estate of the debtor Mark
10 Technologies Corporation ("Debtor"). Appearances were as noted on the record.

11 The Court has read and considered the Motion, the oppositions, the joinders, the
12 supplements and the replies and the declarations and evidence submitted in support of
13 and in opposition to the Motion and all other pleadings filed in connection with the Motion
14 and considered the arguments of counsel at the hearings on the Motion.

15 The Court recited its findings of fact and conclusions of law on the record. Those
16 findings were based, in part, on the statement on the record by counsel for the objecting
17 parties, Robert Goe, Esq., confirming that the objecting parties no longer contest
18 ownership of any of the property to be sold by the Trustee described in recital A and
19 Schedule I of the Sale Agreement (as defined below).

20 Accordingly, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

21 1. Capitalized terms that are not defined in this Order will have the meanings
22 ascribed to them in the "Agreement of Purchase and Sale and Joint Escrow Instructions"
23 attached as Exhibit 1 to Docket No. 190 (the "Sale Agreement").

24 2. The Motion is granted as set forth below.

25 3. The words "adverse claims of ownership" are deleted from paragraph
26 6(a)(i)(B) of the Sale Agreement. Except as modified in this paragraph 3, the Sale
27 Agreement is approved.

28

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SulmeyerKupetz, A Professional Corporation
333 SOUTH HOPE STREET, THIRTY-FIFTH FLOOR
LOS ANGELES, CALIFORNIA 90071-1406
TEL 213.626.2311 • FAX 213.629.4520

1 4. The Trustee is authorized to sell the Property including that certain real
2 property located in the County of Riverside and identified as APN 516-060-018-3, 4, 5, &
3 6 AND 516-020-001-3 & 4) and as legally described on Exhibit 1 to this order to Alta
4 Mesa 640, LLC, a California Limited Liability Company, as assignee of Mohammed F.
5 Koya ("Buyer") for the sales price of \$3,180,000 pursuant to the Sale Agreement.

6 5. The Trustee is authorized to assume and assign to Buyer, the estate's
7 interest, if any, in the Transactional Documents, as referenced in Paragraph 2 of the Sale
8 Agreement and defined in Paragraph 7(e) of the Sale Agreement, including the
9 assignment of the estate's interest in the Agreement Among Co-Tenants, the
10 Interconnection Facilities Lease, and the Power Purchase Contract Trust, as set forth in
11 Exhibits 3, 4, and 5 to the Sale Agreement.

12 6. The Court does not resolve by this Order the dispute between the Trustee
13 and the EDF Parties regarding ownership of certain funds or rights in and to the
14 Transactional Documents. Instead, the Court approves the Sale, which includes the
15 Transactional Documents, based on the EDF Parties' consent thereto subject to
16 paragraph 7 below and pursuant to the "Order Granting Chapter 7 Trustee's Motion To
17 Approve Settlement Agreement With Lien Creditors Investek Properties Company; Earth
18 Construction and Mining; and EDF Renewable Energy, Inc., Alta Mesa Phase III
19 Partners, EDF Renewable Windfarm IV, Inc., and EDF Renewable Services, Inc."
20 entered by the Court on February 23, 2017 [Dkt. No. 311].

21 7. The Property shall be sold and the Transactional Documents assigned free
22 and clear of all liens, claims, encumbrances, and interests pursuant to 11 U.S.C. § 363(f)
23 with the following liens, claims, encumbrances, and interests to attach to the proceeds of
24 the Sale to the same extent and in the same priority as they attach to or affect the
25 Property:

26 a. An Abstract of Judgment recorded by Investek Properties Company
27 on July 20, 2011 as Document No. 2012-00240005 in the amount of \$1,238,379.00;

28

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1 b. A claim of Mechanic's Lien recorded on July 20, 2012 as Document
2 No. 2012-0341819 in the amount of \$448,916.10 and a Notice of Pending Action on
3 October 18, 2016 as Document No. 2012-0498864 by Earth Construction and Mining;

4 c. An Abstract of Judgment recorded by EDF Renewable Energy, Inc.
5 on September 1, 2015 as Document No. 2015-0416151, in the amount of \$21,007,225;
6 and

7 d. All claims of the EDF Parties to the Property or arising from the
8 Transactional documents.

9 Upon the close of the this transaction, these affected liens, claims, and interests have
10 been and hereby are adjudged and declared to be unconditionally released as to the
11 Property with these liens, claims, encumbrances, and interests attaching to the proceeds
12 of the Sale to the same extent and in the same priority (if any) as they attached to or
13 affected the Property.

14 8. Buyer is hereby deemed to be a good faith purchaser entitled to the
15 protections of 11 U.S.C. § 363(m).

16 9. The Trustee is authorized to withhold and pay from escrow from the sale
17 proceeds, income taxes due and owing to the Franchise Tax Board of the State of
18 California, if any.

19 10. Except as may be provided in the Sale Agreement, the Property is being
20 sold and Agreements assigned on an "as is" "where is" basis, with no warranties,
21 recourse, contingencies or representations of any kind.

22 11. The failure specifically to include any particular provision of the Sale
23 Agreement in this Order shall not diminish or impair the effectiveness of such provision, it
24 being the intent of the Court that the sale of the Property and assignment of the
25 Transactional Documents by the Trustee pursuant to the Sale Agreement is authorized
26 and approved in its entirety, except for the modification set forth in Paragraph 3
27 hereinabove.

28

SulmeyerKupetz, A Professional Corporation
333 SOUTH HOPE STREET, THIRTY-FIFTH FLOOR
LOS ANGELES, CALIFORNIA 90071-1406
TEL 213.626.2311 • FAX 213.628.4520

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Main Document Page 5 of 7

1 12. The Trustee is authorized to execute any and all documents and to take
2 any other action reasonably necessary to carry out the terms of this Order and the Sale
3 Agreement.

4 13. This Court retains exclusive jurisdiction to enforce and implement the terms
5 and provisions of this Order, the Sale Agreement, any waivers and consents thereunder,
6 and each of the documents executed in connection therewith in all respects, including
7 retaining jurisdiction to resolve any disputes arising under or related to the Sale
8 Agreement.

9 # # #

SulmeyerKupetz, A Professional Corporation
333 SOUTH HOPE STREET, THIRTY-FIFTH FLOOR
LOS ANGELES, CALIFORNIA 90071-1406
TEL 213.626.2311 • FAX 213.629.4520

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Date: February 28, 2017


Wayne Johnson
United States Bankruptcy Judge

EDM\ 2569581.5

Case 6:16-bk-12192-WJ Doc 327 Filed 02/28/17 Entered 02/28/17 10:22:31 Desc
PRELIMINARY REPORT Main Document Page 6 of 7
Your Reference: Fidelity National Title Company
Order No.: 008-23083736-A-ML3

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

DIVISION I:

PARCEL A:

THE WESTERLY 880 FEET OF THE EASTERLY 1738 FEET OF THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1377.40 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN(s): 516-060-018-3

PARCEL B:

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1377.40 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4400 FEET.

APN(s): 516-060-019-4

PARCEL C:

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2066.10 FEET OF THE WESTERLY 4,400 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 3520 FEET.

APN(s): 516-060-021-5

PARCEL D:

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2066.10 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4400 FEET.

APN(s): 516-060-022-6

DIVISION II:

PARCEL A:

SECTION 3, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO

CLTA Preliminary Report Form – Modified (11/17/06)

Page 3

Case 6:16-bk-12192-WJ Doc 327 Filed 02/28/17 Entered 02/28/17 10:22:31 Desc
Main Document Page 7 of 7
PRELIMINARY REPORT
Your Reference: Fidelity National Title Company
Order No.: 008-23083736-A-ML3

EXHIBIT A
(Continued)

THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION, BY DEED RECORDED 11-28-1933, IN BOOK 149, PAGE 80 OF OFFICIAL RECORDS.

APN(s): 516-020-001-3 AND 516-020-002-4

DOC # 2017-0266077

06/29/2017 10:53 AM Fees: \$28.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

RECORDING REQUESTED BY:
First American Title Company

AND WHEN RECORDED MAIL TO:

Alta Mesa 640, LLC
4020 Sierra College Blvd., #200
Rocklin, CA 95677

This document was electronically submitted to the County of Riverside for recording
Received by: MARIA #309

TRA:055-011

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: O-SA-5463790

Escrow No.: 104062-AA

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$3,498.00 CITY TRANSFER TAX \$none

[X] computed on full value of property conveyed, or

[] computed on full value less value of liens or encumbrances remaining at time of sale.

[X] Unincorporated area [] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Helen R. Frazer, solely in her capacity as Chapter 7 Trustee for the Bankruptcy Estate of Mark Technologies Corporation, a California corporation, Bankruptcy Case no. 6:16-bk-12192 WJ

do(es) hereby remise, release and forever quitclaim to:

Alta Mesa 640, LLC, a California Limited Liability Company

the real property in the County of Riverside, State of California, described as:


LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT 'A' AND MADE A PART HEREOF,

A.P. # 516-060-018-3; 516-060-019-4 , 516-060-021-5; 516-060-022-6; 516-020-001-3; 516-020-002-4

Also Known as: 12501 Whitewater Canyon Road, Riverside, CA

Bankruptcy Estate of Mark Technologies Corporation, a
California corporation, Bankruptcy Case No. 6:16-bk-
12192 WJ

Dated June 9, 2017


Helen R. Frazer, solely in her capacity as Chapter 7
Trustee

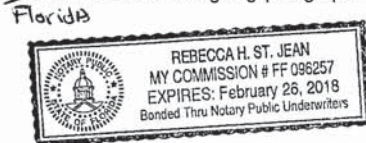
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA Florida
COUNTY OF Manatee

On June 9, 2017 before me, Rebecca St Jean A Notary Public personally
appeared Helen R Frazer 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 Rebecca H St Jean (Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

EXHIBIT A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

TRACT I:

PARCEL A: (APN: 516-060-018-3)

THE WESTERLY 880 FEET OF THE EASTERLY 1738 FEET OF THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1377.40 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B: (APN: 516-060-019-4)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1,377.40 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

PARCEL C: (APN: 516-060-021-5)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE WESTERLY 4,400.00 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 3,520.00 FEET.

PARCEL D: (APN: 516-060-022-6)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

TRACT II:

PARCEL A: (APN'S: 516-020-001-3 AND 516-020-002-4)

SECTION 3, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED NOVEMBER 28, 1933, IN BOOK 149, PAGE 80 OF OFFICIAL RECORDS.

DOC # 2017-0268796
06/30/2017 11:16 AM Fees: \$45.00
Page 1 of 11
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

FATCO

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

Alta Mesa 640, LLC
c/o Mohammed F. Koya
4020 Sierra College Blvd., #200
Rocklin, CA 95677

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARIA #309

5463790

**ASSIGNMENT OF THE AMENDED AND
RESTATED AGREEMENT AMONG CO-TENANTS**

This Assignment of the Amended and Restated Agreement Among Co-Tenants (the "Agreement") is made and entered into as of ^{6/29/2017}~~4-2-17~~, 20#6 among Helen R. Frazer, Chapter 7 Trustee (the "Trustee") for Mark Technologies Corporation, a California corporation ("MTC"); EDF Renewable Windfarm IV, Inc. (formerly known as enXco Windfarm IV, Inc.), a Delaware corporation ("EDF-IV"), Alta Mesa Phase III Partners, a California limited partnership ("Alta Mesa Partners"), and Alta Mesa 640, LLC, a California Limited liability Company, as assignee of Mohammed F. Koya, ("Buyer").

WITNESSETH

WHEREAS, MTC, SeaWest Industries, Inc., a California corporation ("SeaWest") and Swanmill Windfarm I K/S, a Danish kommanditselskab entered into that certain Amended and Restated Agreement among Co-Tenants, dated as of February 8, 1989 (the "Co-Tenancy Agreement"), a memorandum of which was recorded in the Official Records of Riverside County, California on September 27, 1989 as Instrument No. 332619, all with respect to certain real property located in Riverside County, California and more particularly described therein;

WHEREAS, SeaWest assigned all of its right, title, interest, duties and obligations in and pursuant to the Co-Tenancy Agreement to each of Swanmill Windfarm I K/S and Swanmill Windfarm II K/S, Danish kommanditselskabs (hereinafter respectively referred to as "Swanmill I" and "Swanmill II");

WHEREAS, MTC assigned all of its right, title, interest, duties and obligations in and to the Co-Tenancy Agreement to Alta Mesa Partners, pursuant to that certain Assignment of Interest in Interconnection Facilities and Interconnection Facilities Lease, Dated as of September 8, 1994;

WHEREAS, each of Swanmill I and Swanmill II assigned all of their right, title, interest, duties and obligations in and pursuant to the Co-Tenancy Agreement to enXco Windfarm II, Inc., a Delaware corporation ("enXco II"), pursuant to that certain Assignment of Interest in Interconnection Facilities, dated as of November 15, 1996;

WHEREAS, enXco II, by means of a corporate restructuring in June 1999, transferred

all of its right, title, interest, duties and obligations in and pursuant to the Co-Tenancy Agreement to EDF-IV;

WHEREAS, on March 11, 2016, MTC filed a petition for relief under Chapter 11 of Title 11 of the Bankruptcy Code commencing Case No.6:16-bk-12191WJ (the "Case"). MTC remained in possession as a debtor in possession until May 4, 2016 when the Case was converted to one under Chapter 7 of the Bankruptcy Code. On or about May 4, 2016, the Trustee was appointed Chapter 7 trustee of MTC's estate (the "Estate") and has been acting in that capacity since;

WHEREAS, the Trustee on behalf of MTC, EDF-IV and Alta Mesa Partners desire to transfer, assign and delegate to Buyer all of their respective interests in and to the Co-Tenancy Agreement, and Buyer desires to acquire such interests of MTC, EDF-IV and Alta Mesa Partners and is willing to be bound, in its capacity as a Co-Tenant, by the terms of the Co-Tenancy Agreement; and

WHEREAS, on _____, 2016, the United States Bankruptcy Court for the Central District of California ("Bankruptcy Court") entered an order authorizing the sale of, among other things, the right, title, interest, duties and obligations in and pursuant to the Co-Tenancy Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Interpretation.** Capitalized terms used herein without definition shall have the meanings ascribed to them in the Co-Tenancy Agreement.

2. **Assignment; Assumption; Managing Co-Tenant.**

(a) EDF-IV hereby assigns to Buyer all of its rights, title and interest in and to the Co-Tenancy Agreement to the extent of an Ownership Interest representing 17.40 MW of capacity, together with the corresponding rights, duties and obligations associated therewith under the Co-Tenancy Agreement.

(b) Alta Mesa Partners hereby assigns to Buyer all of its rights, title and interest in and to the Co-Tenancy Agreement to the extent of an Ownership Interest representing 8.280 MW of capacity, together with the corresponding rights, duties and obligations associated therewith under the Co-Tenancy Agreement.

(c) The Trustee on behalf of MTC hereby assigns to Buyer all of its rights, title and interest in and to the Co-Tenancy Agreement to the extent of an Ownership Interest representing 1.320 MW of capacity, together with the corresponding rights, duties and obligations associated therewith under the Co-Tenancy Agreement.

(d) Buyer hereby accepts the foregoing assignments and agrees to assume all the rights, duties, and obligations of MTC, EDF-IV and Alta Mesa Partners under the Co-Tenancy Agreement, and agrees to perform and to be bound by, from and after the date hereof, all of the terms, covenants and conditions to be performed by MTC, EDF-IV and Alta Mesa Partners as Co-Tenants under the Co-Tenancy Agreement with respect to the assigned Ownership Interests. Buyer hereby acknowledges that (i) the foregoing assignments have been made in accordance with Section 10.2 of the Co-Tenancy Agreement and (ii) MTC, EDF-IV and Alta Mesa Partners shall, from and after the date hereof, be released from all further duties and/or obligations under and/or with respect to the Co-Tenancy Agreement with respect to the assigned Ownership Interests.

(e) Pursuant to Section 8.9 of the Co-Tenancy Agreement, Buyer, acting as the sole remaining Co-Tenant under the Co-Tenancy Agreement as of the date hereof, hereby removes EDF Renewable Energy, Inc., a Delaware corporation (the "Departing Managing Co-Tenant") as the Managing Co-Tenant and elects Buyer as the new Managing Co-Tenant to serve in such capacity from and after the date hereof.

3. Release.

Buyer, on behalf of itself and its board, officers, employees, subsidiaries, affiliates, agents, representatives, successors and assigns in consideration of and subject to the terms of this Assignment, hereby fully, finally, and forever releases, acquits, relinquishes, and discharges against, and is forever barred from instituting, assigning, maintaining, collecting or prosecuting against EDF-IV and Alta Mesa Partners, their subsidiaries, affiliates, agents, assigns, insurers, officers, shareholders, directors, employees, successors, financing parties and legal representatives and their respective successors and assigns any and all claims, actions, causes of action, demands, expenses, liability of any nature, and damages which Buyer may have had or may now have or in the future may have, whether at law or at equity, whether for monetary or equitable relief, whether actual or contingent, whether asserted affirmatively or by way of defense or offset, arising out of or related to the Co-Tenancy Agreement or any acts or omissions of EDF-IV and Alta Mesa Partners as Managing Co-Tenant.

The parties acknowledge that they have each been informed by their respective counsel of the provisions of section 1542 of the California Civil Code and the applicability of those provisions to this Assignment. With the advice of their counsel, to the extent the releases in this Assignment are deemed to be general releases in connection with the matters they encompass, the parties hereto hereby expressly waive and relinquish all rights and benefits which any of them have or may in the future have under section 1542 of the California Civil Code which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Agreement may be executed by the parties in two or more counterparts which may be delivered electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Bankruptcy Court shall have exclusive jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Agreement (and/or any ancillary document executed pursuant hereto), provided, however, that if the Bankruptcy Court abstains from exercising, or declines to exercise jurisdiction with respect to any such action: (A) such abstention or refusal shall have no effect upon, and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such action, (B) the parties hereto expressly agree that any disputes between such parties shall be submitted to any other court of competent jurisdiction in Los Angeles County, California.

(d) Each of the parties hereto agrees to execute and deliver such other documents and instruments and to perform such other acts as may be reasonably necessary to effectuate this Agreement.

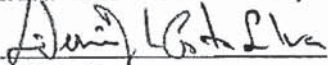
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.



Helen R. Frazer, Chapter 7 Trustee for Mark Technologies Corporation, a California corporation

EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: 

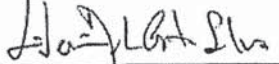
Name: Luis Silva
Title: CFO

Alta Mesa 640, LLC

By: _____
Name: Mohammed F. Koya
Its: Managing Member

ACKNOWLEDGED AND AGREED:

EDF RENEWABLE ENERGY, INC., a Delaware corporation, solely in its capacity as the Departing Managing Co-Tenant

By: 

Name: Luis Silva
Title: CFO

[ADD ACKNOWLEDGEMENTS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SIGNED IN COUNTERPART

Helen R. Frazer, Chapter 7 Trustee for Mark Technologies Corporation, a California corporation

EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: [Signature]
Name: Luis Srna
Title: CEO

Alta Mesa 640, LLC
By: [Signature]
Name: Mohammed F. Koya
Its: Managing Member

By: [Signature]
Martin A. Harmon, Managing Member

ACKNOWLEDGED AND AGREED:

EDF RENEWABLE ENERGY, INC., a Delaware corporation, solely in its capacity as the Departing Managing Co-Tenant

By: [Signature]
Name: Luis Srna
Title: CEO

[ADD ACKNOWLEDGEMENTS]

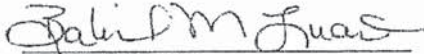
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

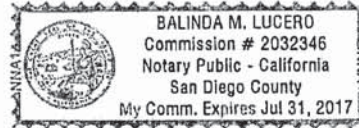
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On APRIL 21, 2017, before me, BALINDA M. LUCERO, a Notary Public, personally appeared LUIS SILVA, 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.


Notary's Signature



[Notarial Seal]

ESCROW NO.: 104062-AA TITLE ORDER NO.: O-SA-5463790

ACKNOWLEDGMENT

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 Placer

On 6/27/17 before me, Arlene Debra Cassinelli

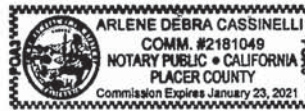
A Notary Public personally appeared Martin A. Heimon

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 Arlene Debra Cassinelli



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

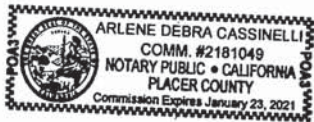
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Placer)
 On 6/27/17 before me, Arlene Debra Cassinelli, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Mahammed F. Koya
Name(s) of Signer(s)

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

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 Arlene Debra Cassinelli
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

ESCROW NO.: 104062-AA TITLE ORDER NO.: O-SA-5463790

ACKNOWLEDGMENT

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~~ Florida
County of Manatee

On June 9, 2017 before me, Rebecca H StJean, Notary Public.

A Notary Public personally appeared Helen R Frazer

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~~ Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rebecca H StJean



(Seal)

Order Number: **O-SA-5463790**
Page Number: 11

EXHIBIT 1
to TERMINATION OF MEMORANDUM AND LEASE

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

TRACT I:

PARCEL A: (APN: 516-060-018-3)

THE WESTERLY 880 FEET OF THE EASTERLY 1738 FEET OF THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1377.40 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B: (APN: 516-060-019-4)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1,377.40 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

PARCEL C: (APN: 516-060-021-5)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE WESTERLY 4,400.00 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 3,520.00 FEET.

PARCEL D: (APN: 516-060-022-6)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

TRACT II:

PARCEL A: (APN'S: 516-020-001-3 AND 516-020-002-4)

SECTION 3, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED NOVEMBER 28, 1933, IN BOOK 149, PAGE 80 OF OFFICIAL RECORDS.

DOC # 2017-0268797
06/30/2017 11:16 AM Fees: \$45.00
Page 1 of 11
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

FATCO

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

Alta Mesa 640, LLC
c/o Mohammed F. Koya
4020 Sierra College Blvd., #200
Rocklin, CA 95677

5463790

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARIA #309

**ASSIGNMENT AND AMENDMENT NO. 2 TO THE AMENDED AND
RESTATED ALTA MESA INTERCONNECTION FACILITIES LEASE**

This Assignment and Amendment No. 2 to the Amended and Restated Alta Mesa Interconnection Facilities Lease (the "Agreement") is made and entered into as of ~~4-21-17~~ 6/29/2017 among Helen R. Frazer, Chapter 7 Trustee (the "Trustee") for Mark Technologies Corporation, a California corporation ("MTC"), EDF Renewable Windfarm IV, Inc. (formerly known as enXco Windfarm IV, Inc.), a Delaware corporation ("EDF-IV"), Alta Mesa Phase III Partners, a California limited partnership ("Alta Mesa Partners"), and Alta Mesa 640, LLC, a California Limited liability Company, as assignee of Mohammed F. Koya ("Buyer").

WITNESSETH

WHEREAS, MTC, SeaWest Industries, Inc., a California corporation ("SeaWest") and Swanmill Windfarm I K/S, a Danish kommanditselskab entered into that certain Amended and Restated Alta Mesa Interconnection Facilities Lease, dated as of December 31, 1988 (the "IF Lease"), a memorandum of which was recorded in the Official Records of Riverside County, California, on September 27, 1989, as Instrument No. 332618, all with respect to that certain real property located in Riverside County, California and more particularly described in Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, SeaWest assigned all of its right, title, interest, duties and obligations in and pursuant to the IF Lease to each of Swanmill Windfarm I K/S and Swanmill Windfarm II K/S, Danish kommanditselskabs (hereinafter respectively referred to as "Swanmill I" and "Swanmill II");

WHEREAS, each of Swanmill I and Swanmill II assigned all of its right, title, interest, duties and obligations in and pursuant to the IF Lease to enXco Windfarm II, Inc., a Delaware corporation ("enXco II"), pursuant to that certain Assignment of Interest in Interconnection Facilities, dated as of November 15, 1996;

WHEREAS, enXco II, by means of a corporate restructuring in June 1999, transferred all of its right, title, interest, duties and obligations in and pursuant to the IF Lease to EDF-IV (formerly known as enXco Windfarm IV, Inc.);

ASSIGNMENT AND AMENDMENT NO. 2 TO IF LEASE

WHEREAS, MTC assigned all of its right, title, interest, duties and obligations in and to the IF Lease, in its capacity as a Co-Tenant, to Alta Mesa Partners, pursuant to that certain Assignment of Interest in Interconnection Facilities and Interconnection Facilities Lease, dated as of September 8, 1994; **WHEREAS**, EDF-IV, Alta Mesa Partners and MTC entered into that certain Assignment and Amendment No. 1 to the Amended and Restated Alta Mesa Interconnection Facilities Lease dated as of August 27, 2002 (the "Assignment and Amendment Agreement"), pursuant to which the parties hereto agreed, among other things, to amend the IF Lease to allocate to MTC an amount of "Ownership Interest" under that certain Amended and Restated Agreement Among Co-Tenants, dated February 8, 1989, originally entered into by and between SeaWest, MTC and Swanmill I (the "Co-Tenancy Agreement") of 1.320 MW of existing nameplate capacity that was previously held by EDF-IV, in its capacity as a Co-Tenant under the IF Lease;

WHEREAS, on March 11, 2016, MTC filed a petition for relief under Chapter 11 of Title 11 of the Bankruptcy Code commencing Case No.6:16-bk-12191 (the "Case"). MTC remained in possession as a debtor in possession until May 4, 2016 when the Case was converted to one under Chapter 7. On or about May 4, 2016, the Trustee was appointed Chapter 7 trustee of MTC's estate and has been acting in that capacity since;

WHEREAS, the Trustee, EDF-IV and Alta Mesa Partners each desire to transfer, assign and delegate to Buyer all of its respective remaining interests in and to the IF Lease (as amended by the Assignment and Amendment Agreement), and Buyer desires to acquire such interests of EDF-IV, Alta Mesa Partners and MTC and is willing to be bound, in its capacity as a Co-Tenant, by the terms of the IF Lease, as amended; and

WHEREAS, on _____, 2016, the United States Bankruptcy Court for the Central District of California ("Bankruptcy Court") entered an order authorizing the sale of, among other things, the IF Lease.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Interpretation.** Capitalized terms used herein without definition shall have the meanings ascribed to them in the IF Lease.

2. **Assignment; Assumption; Consent.**

(a) EDF-IV hereby assigns to Buyer, in its capacity as a Co-Tenant, all of its remaining rights, title and interest in and to the IF Lease to the extent of an Ownership Interest (as such term is defined in the Co-Tenancy Agreement, as amended) representing 17.400 MW of capacity.

ASSIGNMENT AND AMENDMENT NO. 2 TO IF LEASE

(b) Alta Mesa Partners hereby assigns to Buyer, in its capacity as a Co-Tenant, all of its remaining rights, title and interest in and to the IF Lease (as amended) to the extent of an Ownership Interest (as such term is defined in the Co-Tenancy Agreement, as amended) representing 8.280 MW of capacity.

(c) The Trustee on behalf of MTC hereby assigns to Buyer, in its capacity as a Co-Tenant, all of its remaining rights, title and interest in and to the IF Lease (as amended) to the extent of an Ownership Interest (as such term is defined in the Co-Tenancy Agreement, as amended) representing 1.320 MW of capacity.

(d) Buyer hereby accepts the foregoing assignments and agrees to assume all the rights, duties, and obligations of MTC, EDF-IV and Alta Mesa Partners under the IF Lease (as amended) with respect to the assigned Ownership Interests representing 27.0 MW of capacity, and agrees to perform and to be bound by, from and after the date hereof, all of the terms, covenants and conditions to be performed by MTC, EDF-IV and Alta Mesa Partners as Co-Tenants under the IF Lease (as amended) with respect to the assigned Ownership Interests.

(e) Buyer, as Owner, hereby consents to the foregoing assignments by MTC, EDF-IV and Alta Mesa Partners and acknowledges that (i) such assignments has been made in accordance with Section 14 of the IF Lease and Section 10.2 of the Co-Tenancy Agreement and (ii) MTC, EDF-IV and Alta Mesa Partners shall, from and after the date hereof, be released from all further duties and/or obligations under and/or with respect to the IF Lease with respect to the assigned Ownership Interests representing 27.0 MW of capacity.

3. Amendment.

(a) The signature page of the IF Lease, as amended by the Assignment and Amendment Agreement, is hereby amended by deleting the text thereof under the heading "Co-Tenants" and substituting the name and designated signature of Buyer in place thereof as the sole remaining Co-Tenant from and after the date of this Agreement.

(b) Except as amended hereby and by the Assignment and Amendment Agreement, the IF Lease shall remain in full force and effect.

4. Release.

Buyer, on behalf of itself and its board, officers, employees, subsidiaries, affiliates, agents, representatives, successors and assigns in consideration of and subject to the terms of this Agreement, hereby fully, finally, and forever releases, acquits, relinquishes, and discharges against EDF-IV and Alta Mesa Partners, their subsidiaries, affiliates, agents, assigns, insurers, officers, shareholders, directors, employees, successors, financing parties and legal representatives and their respective successors and assigns any and all claims, actions, causes of action, demands, expenses, liability of any nature, and damages which Buyer may have had or may now have or in the future may have, whether at law or at equity, whether for monetary or equitable relief, whether

ASSIGNMENT AND AMENDMENT NO. 2 TO IF LEASE

actual or contingent, whether asserted affirmatively or by way of defense or offset, arising out of or related to the IF Lease.

The parties acknowledge that they have each been informed by their respective counsel of the provisions of section 1542 of the California Civil Code and the applicability of those provisions to this Agreement. With the advice of their counsel, to the extent the releases in this Agreement are deemed to be general releases in connection with the matters they encompass, the parties hereto hereby expressly waive and relinquish all rights and benefits which any of them have or may in the future have under section 1542 of the California Civil Code which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Agreement may be executed by the parties in two or more counterparts which may be delivered electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

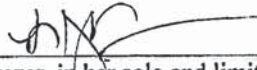
(c) This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Bankruptcy Court shall have exclusive jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Agreement (and/or any ancillary document executed pursuant hereto), provided, however, that if the Bankruptcy Court abstains from exercising, or declines to exercise jurisdiction with respect to any such action: (A) such abstention or refusal shall have no effect upon, and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such action, and (B) the parties hereto expressly agree that any disputes between such parties shall be submitted to any other court of competent jurisdiction in Los Angeles County, California.

(d) Each of the parties hereto agrees to execute and deliver such other documents and instruments and to perform such other acts as may be reasonably necessary to effectuate this Agreement.

[SIGNATURE PAGE FOLLOWS]

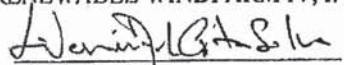
ASSIGNMENT AND AMENDMENT NO. 2 TO IF LEASE

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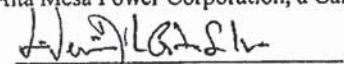
Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: 
Name: Luiz Silva
Title: CFO

ALTA MESA PHASE III PARTNERS,
A CALIFORNIA LIMITED PARTNERSHIP,

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: 
Name: Luiz Silva
Title: CFO

Alta Mesa 640, LLC

By: _____
Name: Mohammed F. Koya
Its: Managing Member

[ADD ACKNOWLEDGEMENTS]

ASSIGNMENT AND AMENDMENT NO. 2 TO IF LEASE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SIGNED IN COUNTERPART

Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: [Signature]
Name: Luis Silva
Title: CEO

ALTA MESA PHASE III PARTNERS,
A CALIFORNIA LIMITED PARTNERSHIP,

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: [Signature]
Name: Luis Silva
Title: CEO

Alta Mesa 640, LLC

By: [Signature]
Name: Mohammed F. Koya
Its: Managing Member

By: [Signature]
Martin A. Harmon, Managing Member

[ADD ACKNOWLEDGEMENTS]

ASSIGNMENT AND AMENDMENT NO. 2 TO IF LEASE

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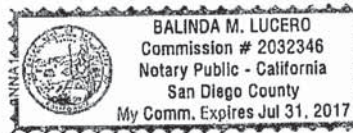
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On APRIL 21, 2017, before me, BALINDA M. LUCERO, a Notary Public, personally appeared LUIS SILVA, 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.


Notary's Signature



[Notarial Seal]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

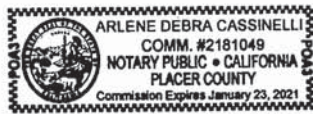
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Placer)
 On 6/27/17 before me, Arlene Debra Cassinelli, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Martin A. Martin
Name(s) of Signer(s)

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

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 Arlene Debra Cassinelli
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

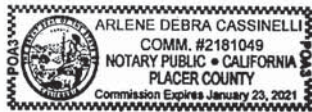
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)
On 6/27/17 before me, Arlene Debra Cassinelli; Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Mohammed F. Hoya
Name(s) of Signer(s)

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

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 Arlene Debra Cassinelli
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Order Number: O-SA-5463790
Page Number: 11

EXHIBIT 1
to TERMINATION OF MEMORANDUM AND LEASE

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

TRACT I:

PARCEL A: (APN: 516-060-018-3)

THE WESTERLY 880 FEET OF THE EASTERLY 1738 FEET OF THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1377.40 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B: (APN: 516-060-019-4)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1,377.40 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

PARCEL C: (APN: 516-060-021-5)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE WESTERLY 4,400.00 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 3,520.00 FEET.

PARCEL D: (APN: 516-060-022-6)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

TRACT II:

PARCEL A: (APN'S: 516-020-001-3 AND 516-020-002-4)

SECTION 3, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED NOVEMBER 28, 1933, IN BOOK 149, PAGE 80 OF OFFICIAL RECORDS.

DOC # 2017-0268798
06/30/2017 11:16 AM Fees: \$49.00
Page 1 of 9
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

FATCO

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Alta Mesa 640, LLC
c/o Mohammed F. Koya
4020 Sierra College Blvd., #200
Rocklin, CA 95677

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARIA #309

5463790

Space above this line for recorder's use only

TERMINATION OF LEASEHOLD PROTECTIVE COVENANTS

This Termination of Leasehold Protective Covenants (this "**Termination**"), is entered into this 29 day of June, 2017 (the "**Effective Date**") by and among Helen R. Frazer, Chapter 7 Trustee (the "**Trustee**") for Mark Technologies Corporation, a California corporation ("**MTC**"), EDF Renewable Windfarm IV, Inc. (formerly known as enXco Windfarm IV, Inc.), a Delaware corporation ("**EDF-IV**"), EDF Renewable Energy, Inc. (formerly known as enXco, Inc.), a Delaware corporation ("**EDF-RE**"), Alta Mesa Phase III Partners, a California limited partnership ("**Alta Mesa Partners**") (Alta Mesa Partners and EDF-IV as successors-in-interest to Sea West Industries, Inc.), and Alta Mesa 640, LLC, a California limited liability company ("**Buyer**"). Trustee, EDF-IV, EDF-RE, Alta Mesa Partners and Buyer are collectively referred to herein as the "**Parties**."

RECITALS

A. WHEREAS, MTC, and Alta Mesa Partners entered into that certain lease Declaration of Leasehold Covenants recorded September 26, 1994, as Instrument No. 368494 of Official Records (the "**Covenants**"), relating to a lease ("**Lease**") from MTC to Alta Mesa Partners concerning certain real property comprising a portion of the approximately 650 acres as described on Exhibit 1 attached hereto and made a part hereof (the "**Property**").

B. WHEREAS, Trustee has executed a deed transferring all right, title and interest in the Property to Buyer, as authorized by the Order Granting Chapter 7 Trustee's Motion to Confirm Sale of Real Property etc., entered on February 28, 2017 by the United States Bankruptcy Court for the Central District of California, Case No. 6:16-bk-12192, Docket No. 327.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, and each of them, hereby agree as follows:

AGREEMENT

1. Termination of the Lease and Leasehold Protective Covenants. The Parties, and each of them, each to the extent of their interest, if any, in the Lease and/or the Covenants, and to the extent such Lease and/or Covenants are not already terminated, hereby covenant, acknowledge and agree that the Lease and Covenants shall be terminated and have no further force and effect, effective as of the date of the recordation of this Termination. Furthermore, as of the date of the recordation of this Termination, the Parties agree that the Covenants shall be removed from and no longer constitute an encumbrance of title to the Property.

2. Successors and Assigns. This Termination shall bind and inure to the benefit of the Parties and their respective heirs, successors and assigns.

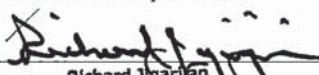
3. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Termination to be effective as of the Effective Date.


TRUSTEE:

Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

EDF-IV:
EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Vice President, Generation


EDF-RE:
EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Authorized Representative

ALTA MESA PARTNERS:

ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: 
Name: Richard Jigarjian
Its: Vice President, Generation

BUYER:

ALTA MESA 640, LLC, a California limited liability company

By: _____
Name: Mohammed F. Koya
Its: Manager

By: _____
Name: Martin A. Harmon
Its: Manager

AGREEMENT

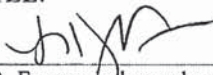
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TRUSTEE:




Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

ALTA MESA PARTNERS:

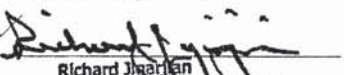
ALTA MESA PHASE III PARTNERS,
a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: 
Name: Richard Jigarjian
Its: Vice President, General Partner

EDF-IV:

EDF RENEWABLE WINDFARM IV,
INC., a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Vice President, General Partner

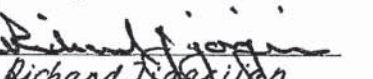
BUYER:

ALTA MESA 640, LLC,
a California limited liability company

By: SIGNED IN COUNTERPART
Name: Mohammed F. Koya
Its: Manager

EDF-RE:

EDF RENEWABLE ENERGY, INC.,
a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Authorized Representative

By: SIGNED IN COUNTERPART
Name: Martin A. Harmon
Its: Manager

AGREEMENT

1. Termination of the Lease and Leasehold Protective Covenants. The Parties, and each of them, each to the extent of their interest, if any, in the Lease and/or the Covenants, and to the extent such Lease and/or Covenants are not already terminated, hereby covenant, acknowledge and agree that the Lease and Covenants shall be terminated and have no further force and effect, effective as of the date of the recordation of this Termination. Furthermore, as of the date of the recordation of this Termination, the Parties agree that the Covenants shall be removed from and no longer constitute an encumbrance of title to the Property.

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3. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Termination to be effective as of the Effective Date.

TRUSTEE:

SIGNED IN COUNTERPART

Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

EDF-IV:

EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: SIGNED IN COUNTERPART

Name: _____

Its: _____

EDF-RE:

EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: SIGNED IN COUNTERPART

Name: _____

Its: _____

ALTA MESA PARTNERS:

ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: SIGNED IN COUNTERPART

Name: _____

Its: _____

BUYER:

ALTA MESA 640, LLC, a California limited liability company

By: Mohammed F. Koya

Name: Mohammed F. Koya

Its: Manager

By: Martin A. Harmon

Name: Martin A. Harmon

Its: Manager

ACKNOWLEDGMENT

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.

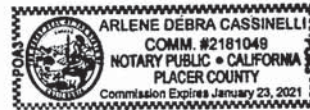
State of California)
County of Placer)

On 6/27/17, before me Arlene Debra Cassinelli a notary public, personally appeared Martina A. Harmon, 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 Arlene Debra Cassinelli



{296/00001/TRP/A0346132.DOC}

ACKNOWLEDGMENT

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.

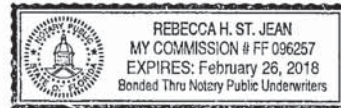
State of ~~California~~ ^{Florida})
County of ~~Manatee~~) ^{Holmes Beach}

On 6/28/17, before me Rebecca H St Jean, a notary public, personally appeared Helen Frazer, 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 Rebecca H St Jean



{296/00001/TRP/A0346134.DOC}

ACKNOWLEDGMENT

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.

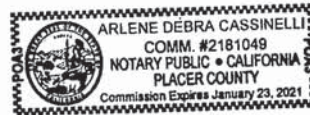
State of California)
County of Placer)

On 10/21/17, before me Arlene Debra Cassinelli a notary public, personally appeared Mohammed F. Haya, 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 Arlene Debra Cassinelli



{296/00001/TRP/A0346132.DOC}

ACKNOWLEDGMENT

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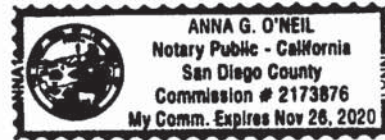
State of California)
County of)

On June 27, 2017 before me Anna G. O'Neil, a notary public, personally appeared Richard Jigarjian, 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 Anna G. O'Neil



{296/00001/TRP/A0346134.DOC}

Order Number: O-SA-5463790
Page Number: 11

EXHIBIT 1
to TERMINATION OF MEMORANDUM AND LEASE

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

TRACT I:

PARCEL A: (APN: 516-060-018-3)

THE WESTERLY 880 FEET OF THE EASTERLY 1738 FEET OF THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1377.40 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B: (APN: 516-060-019-4)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1,377.40 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

PARCEL C: (APN: 516-060-021-5)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE WESTERLY 4,400.00 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 3,520.00 FEET.

PARCEL D: (APN: 516-060-022-6)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

TRACT II:

PARCEL A: (APN'S: 516-020-001-3 AND 516-020-002-4)

SECTION 3, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED NOVEMBER 28, 1933, IN BOOK 149, PAGE 80 OF OFFICIAL RECORDS.

FATCO

DOC # 2017-0268799
06/30/2017 11:16 AM Fees: \$49.00
Page 1 of 9
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Alta Mesa 640, LLC
c/o Mohammed F. Koya
4020 Sierra College Blvd., #200
Rocklin, CA 95677

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARIA #309

5463790

Space above this line for recorder's use only

TERMINATION OF LEASE AND MEMORANDUM

This Termination of Interconnection Facilities Lease and Memorandum of Lease (this "Termination"), is entered into this 29 day of June, 2017 (the "Effective Date") by and among Helen R. Frazer, Chapter 7 Trustee (the "Trustee") for Mark Technologies Corporation, a California corporation ("MTC"), EDF Renewable Windfarm IV, Inc. (formerly known as enXco Windfarm IV, Inc.), a Delaware corporation ("EDF-IV"), EDF Renewable Energy, Inc. (formerly known as enXco, Inc.), a Delaware corporation ("EDF-RE"), Alta Mesa Phase III Partners, a California limited partnership ("Alta Mesa Partners") (Alta Mesa Partners and EDF-IV as successors-in-interest to Sea West Industries, Inc. and Swanmill Windfarm I K/S, a Danish kommanditselskab ("Swanmill")), and Alta Mesa 640, LLC, a California limited liability company ("Buyer"). Trustee, EDF-IV, EDF-RE, Alta Mesa Partners and Buyer are collectively referred to herein as the "Parties."

RECITALS

A. WHEREAS, MTC, as "lessor" or "owner," and MTC, Sea West Industries, Inc. and Swanmill, as "lessees" or "co-tenants" entered into that certain "Interconnections Facilities Lease" ("Lease") as reflected in that certain Memorandum of Interconnection Facilities Lease recorded September 27, 1989 as Instrument No. 332618 of Official Records (the "Memorandum"), pursuant to which lessor leased to lessee, and lessee leased from lessor, certain property including real property comprising a portion of the approximately 650 acres as described on Exhibit 1 attached hereto and made a part hereof (the "Property").

B. WHEREAS, Trustee has executed a deed transferring all right, title and interest in the Property to Buyer, as authorized by the Order Granting Chapter 7 Trustee's Motion to Confirm Sale of Real Property etc., entered on February 28, 2017 by the United States Bankruptcy Court for the Central District of California, Case No. 6:16-bk-12192, Docket No. 327.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, and each of them, hereby agree as follows:

AGREEMENT

1. Termination of the Lease and Memorandum. The Parties, and each of them, each to the extent of their interest, if any, in the Lease and/or Memorandum, and to the extent such lease is not already terminated, hereby covenant, acknowledge and agree that the Lease and Memorandum shall be terminated and have no further force and effect, effective as of the date of the recordation of this Termination. Furthermore, as of the date of the recordation of this Termination, the Parties agree that the Memorandum shall be removed from and no longer constitute an encumbrance of title to the Property.

2. Successors and Assigns. This Termination shall bind and inure to the benefit of the Parties and their respective heirs, successors and assigns.


3. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Termination to be effective as of the Effective Date.


TRUSTEE:
SIGNED IN COUNTERPART

Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

EDF-IV:
EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

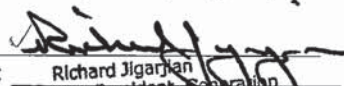
By: 
Name: Richard Jigarjian
Its: Vice President, Generation

EDF-RE:
EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Authorized Representative

ALTA MESA PARTNERS:
ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: 
Name: Richard Jigarjian
Its: Vice President, Generation

BUYER:
ALTA MESA 640, LLC, a California limited liability company
SIGNED IN COUNTERPART

By: _____
Name: Mohammed F. Koya
Its: Manager

SIGNED IN COUNTERPART
By: _____
Name: Martin A. Harmon
Its: Manager

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, and each of them, hereby agree as follows:

AGREEMENT

1. Termination of the Lease and Memorandum. The Parties, and each of them, each to the extent of their interest, if any, in the Lease and/or Memorandum, and to the extent such lease is not already terminated, hereby covenant, acknowledge and agree that the Lease and Memorandum shall be terminated and have no further force and effect, effective as of the date of the recordation of this Termination. Furthermore, as of the date of the recordation of this Termination, the Parties agree that the Memorandum shall be removed from and no longer constitute an encumbrance of title to the Property.

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TRUSTEE:

SIGNED IN COUNTERPART

Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

EDF-IV:

EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: SIGNED IN COUNTERPART

Name: _____

Its: _____

EDF-RE:

EDF RENEWABLE ENERGY, INC., a Delaware corporation

SIGNED IN COUNTERPART

By: _____

Name: _____

Its: _____

ALTA MESA PARTNERS:

ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: SIGNED IN COUNTERPART

Name: _____

Its: _____

BUYER:

ALTA MESA 640, LLC, a California limited liability company

By: 

Name: Mohammed F. Koya

Its: Manager

By: 

Name: Martin A. Harmon

Its: Manager

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, and each of them, hereby agree as follows:

AGREEMENT

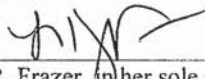
1. Termination of the Lease and Memorandum. The Parties, and each of them, each to the extent of their interest, if any, in the Lease and/or Memorandum, and to the extent such lease is not already terminated, hereby covenant, acknowledge and agree that the Lease and Memorandum shall be terminated and have no further force and effect, effective as of the date of the recordation of this Termination. Furthermore, as of the date of the recordation of this Termination, the Parties agree that the Memorandum shall be removed from and no longer constitute an encumbrance of title to the Property.

2. Successors and Assigns. This Termination shall bind and inure to the benefit of the Parties and their respective heirs, successors and assigns.

3. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Termination to be effective as of the Effective Date.

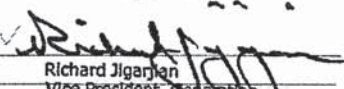
TRUSTEE:



Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation


EDF-IV:

EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Vice President, Generation

EDF-RE:

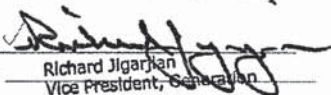
EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Authorized Representative

ALTA MESA PARTNERS:

ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: 
Name: Richard Jigarjian
Its: Vice President, Generation

BUYER:

ALTA MESA 640, LLC, a California limited liability company

By: SIGNED IN COUNTERPART

Name: Mohammed F. Koya
Its: Manager

SIGNED IN COUNTERPART

By: _____
Name: Martin A. Harmon
Its: Manager

ACKNOWLEDGMENT

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 Placer)

On 1/27/17, before me Arlene Debra Cassinelli a notary public, personally appeared Martin A. Harmon, 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 Arlene Debra Cassinelli



{296/00001/TRP/A0346132.DOC}

ACKNOWLEDGMENT

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.

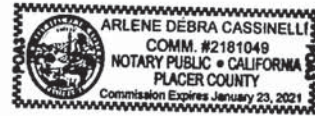
State of California)
County of Placer)

On 6/21/17, before me Arlene Debra Cassinelli a notary public, personally appeared Mohammed F. Kaya, 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 Arlene Debra Cassinelli



{296/00001/TRP/A0346132.DOC}

ACKNOWLEDGMENT

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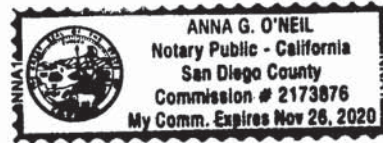
State of California)
County of)

On June 27, 2017, before me Anna G. O'Neil, a notary public, personally appeared Richard Jigarjian, 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 Anna G. O'Neil



{296/00001/TRP/A0346129.DOC}

ACKNOWLEDGMENT

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.

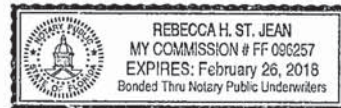
State of ^{Placid}California
County of ^{Manatee} } Holmes Beach

On 6/28/17, before me Rebecca St Jean, a notary public, personally appeared Helen Frazer, 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 Rebecca H St Jean



{296/00001/TRP/A0346129.DOC}

Order Number: O-SA-5463790
Page Number: 11

EXHIBIT 1
to TERMINATION OF MEMORANDUM AND LEASE
LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

TRACT I:

PARCEL A: (APN: 516-060-018-3)

THE WESTERLY 880 FEET OF THE EASTERLY 1738 FEET OF THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1377.40 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B: (APN: 516-060-019-4)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1,377.40 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

PARCEL C: (APN: 516-060-021-5)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE WESTERLY 4,400.00 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 3,520.00 FEET.

PARCEL D: (APN: 516-060-022-6)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

TRACT II:

PARCEL A: (APN'S: 516-020-001-3 AND 516-020-002-4)

SECTION 3, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED NOVEMBER 28, 1933, IN BOOK 149, PAGE 80 OF OFFICIAL RECORDS.

DOC # 2017-0268800
06/30/2017 11:16 AM Fees: \$52.00
Page 1 of 10
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

FATCO

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Alta Mesa 640, LLC
c/o Mohammed F. Koya
4020 Sierra College Blvd., #200
Rocklin, CA 95677

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARIA #309

Space above this line for recorder's use only

5463790

TERMINATION OF LEASE AND MEMORANDUM

This Termination of Lease and Memorandum of Lease (this "**Termination**"), is entered into this 29 day of June, 2017 (the "**Effective Date**") by and among Helen R. Frazer, Chapter 7 Trustee (the "**Trustee**") for Mark Technologies Corporation, a California corporation ("**MTC**"), EDF Renewable Windfarm IV, Inc. (formerly known as enXco Windfarm IV, Inc.), a Delaware corporation ("**EDF-IV**"), EDF Renewable Energy, Inc. (formerly known as enXco, Inc.), a Delaware corporation ("**EDF-RE**"), Alta Mesa Phase III Partners, a California limited partnership ("**Alta Mesa Partners**") (Alta Mesa Partners and EDF-IV as successors-in-interest to Sea West Industries, Inc. and Swanmill Windfarm I K/S, and Swanmill Windfarm II K/S both of which are Danish kommanditselskabs (collectively "**Swanmill**")), and Alta Mesa 640, LLC, a California limited liability company ("**Buyer**"). Trustee, EDF-IV, EDF-RE, Alta Mesa Partners and Buyer are collectively referred to herein as the "**Parties.**"

RECITALS

A. WHEREAS, MTC, as "lessor" or "owner," and Swanmill, as "tenant" entered into that certain Lease ("**Lease**") as reflected in that certain Memorandum of Lease recorded May 16, 1997 as Instrument No. 172419 of Official Records (the "**Memorandum**"), pursuant to which lessor leased to lessee, and lessee leased from lessor, certain property including real property comprising a portion of the approximately 650 acres as described on Exhibit 1 attached hereto and made a part hereof (the "**Property**").

B. WHEREAS, Trustee has executed a deed transferring all right, title and interest in the Property to Buyer, as authorized by the Order Granting Chapter 7 Trustee's Motion to Confirm Sale of Real Property etc., entered on February 28, 2017 by the United States Bankruptcy Court for the Central District of California, Case No. 6:16-bk-12192, Docket No. 327.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, and each of them, hereby agree as follows:

AGREEMENT

1. Termination of the Lease and Memorandum. The Parties, and each of them, each to the extent of their interest, if any, in the Lease and/or Memorandum, and to the extent such lease is not already terminated, hereby covenant, acknowledge and agree that the Lease and Memorandum shall be terminated and have no further force and effect, effective as of the date of the recordation of this Termination. Furthermore, as of the date of the recordation of this Termination, the Parties agree that the Memorandum shall be removed from and no longer constitute an encumbrance of title to the Property.

2. Successors and Assigns. This Termination shall bind and inure to the benefit of the Parties and their respective heirs, successors and assigns.

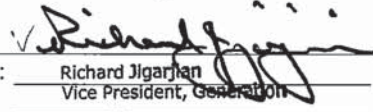
3. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Termination to be effective as of the Effective Date.

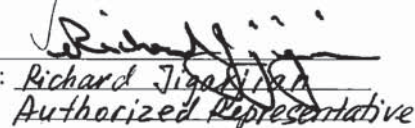
TRUSTEE:

SIGNED IN COUNTERPART
Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

EDF-IV:
EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Vice President, Generation

EDF-RE:
EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Authorized Representative

ALTA MESA PARTNERS:

ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: 
Name: Richard Jigarjian
Its: Vice President, Generation

BUYER:

ALTA MESA 640, LLC, a California limited liability company

By: SIGNED IN COUNTERPART
Name: Mohammed F. Koya
Its: Manager

By: SIGNED IN COUNTERPART
Name: Martin A. Harmon
Its: Manager

AGREEMENT

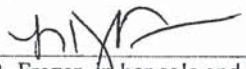
1. Termination of the Lease and Leasehold Protective Covenants. The Parties, and each of them, each to the extent of their interest, if any, in the Lease and/or the Covenants, and to the extent such Lease and/or Covenants are not already terminated, hereby covenant, acknowledge and agree that the Lease and Covenants shall be terminated and have no further force and effect, effective as of the date of the recordation of this Termination. Furthermore, as of the date of the recordation of this Termination, the Parties agree that the Covenants shall be removed from and no longer constitute an encumbrance of title to the Property.

2. Successors and Assigns. This Termination shall bind and inure to the benefit of the Parties and their respective heirs, successors and assigns.

3. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Termination to be effective as of the Effective Date.

TRUSTEE:




Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

ALTA MESA PARTNERS:

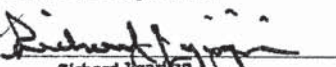
ALTA MESA PHASE III PARTNERS,
a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: 
Name: Richard Jigarjian
Its: Vice President, Generation

EDF-IV:

EDF RENEWABLE WINDFARM IV,
INC., a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Vice President, Generation

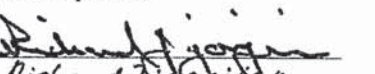
BUYER:

ALTA MESA 640, LLC,
a California limited liability company

By: SIGNED IN COUNTERPART
Name: Mohammed F. Koya
Its: Manager

EDF-RE:

EDF RENEWABLE ENERGY, INC.,
a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Authorized Representative

By: SIGNED IN COUNTERPART
Name: Martin A. Harmon
Its: Manager

AGREEMENT

1. Termination of the Lease and Memorandum. The Parties, and each of them, each to the extent of their interest, if any, in the Lease and/or Memorandum, and to the extent such lease is not already terminated, hereby covenant, acknowledge and agree that the Lease and Memorandum shall be terminated and have no further force and effect, effective as of the date of the recordation of this Termination. Furthermore, as of the date of the recordation of this Termination, the Parties agree that the Memorandum shall be removed from and no longer constitute an encumbrance of title to the Property.

2. Successors and Assigns. This Termination shall bind and inure to the benefit of the Parties and their respective heirs, successors and assigns.

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IN WITNESS WHEREOF, the Parties have executed this Termination to be effective as of the Effective Date.

TRUSTEE:

SIGNED IN COUNTERPART

Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

EDF-IV:

EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: SIGNED IN COUNTERPART
Name: _____
Its: _____

EDF-RE:

EDF RENEWABLE ENERGY, INC., a Delaware corporation

SIGNED IN COUNTERPART
By: _____
Name: _____
Its: _____

ALTA MESA PARTNERS:

ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: SIGNED IN COUNTERPART
Name: _____
Its: _____

BUYER:

ALTA MESA 640, LLC, a California limited liability company

By: Mohammed F. Koya
Name: Mohammed F. Koya
Its: Manager

By: Martin A. Harmon
Name: Martin A. Harmon
Its: Manager

ACKNOWLEDGMENT

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.

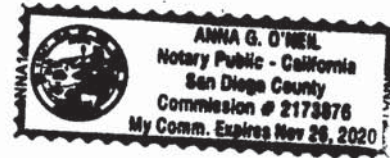
State of California)
County of San Diego)

On June 27, 2017 before me Anna G. O'Neil, a notary public, personally appeared Richard Figarjian, 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 Anna G. O'Neil



{296/00001/TRP/A0346133.DOC}

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Anna G. O'neil

Commission Number: 2173876

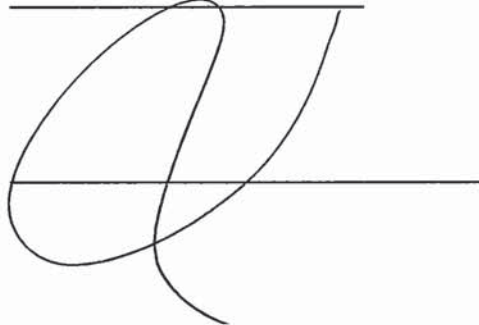
County Where Bond is Filed: San Diego

Date Commission Expires: Nov 26, 2020

Vendor Number: NNA1

I Certify Under Penalty of Perjury and the laws of the state of California that the foregoing illegible portions of this document to which this statement is attached reads as follows:

Place of Execution: Santa Ana

Signature: 

ACKNOWLEDGMENT

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.

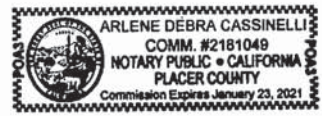
State of California)
County of Placer)

On 6/27/17, before me Arlene Debra Cassinelli a notary public, personally appeared Martin A. Harmon, 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 Arlene Debra Cassinelli



{296/00001/TRP/A0346133.DOC}

ACKNOWLEDGMENT

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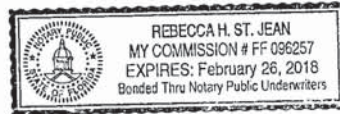
State of ~~California~~ ^{Florida})
County of ~~Manatee~~) Holmes Beach

On 6/28/17, before me Rebecca H St Jean, a notary public, personally appeared Helen Frazer, 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 Rebecca H St Jean



{296/00001/TRP/A0346134.DOC}

ACKNOWLEDGMENT

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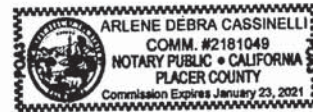
State of California)
County of Placer)

On 6/27/17, before me Arlene Debra Cassinelli, a notary public, personally appeared Mohammed F. Bouya, 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 Arlene Debra Cassinelli



{296/00001/TRP/A0346133.DOC}

Order Number: O-SA-5463790
Page Number: 11

EXHIBIT 1
to TERMINATION OF MEMORANDUM AND LEASE

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

TRACT I:

PARCEL A: (APN: 516-060-018-3)

THE WESTERLY 880 FEET OF THE EASTERLY 1738 FEET OF THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1377.40 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B: (APN: 516-060-019-4)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1,377.40 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

PARCEL C: (APN: 516-060-021-5)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE WESTERLY 4,400.00 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 3,520.00 FEET.

PARCEL D: (APN: 516-060-022-6)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

TRACT II:

PARCEL A: (APN'S: 516-020-001-3 AND 516-020-002-4)

SECTION 3, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED NOVEMBER 28, 1933, IN BOOK 149, PAGE 80 OF OFFICIAL RECORDS.

FATCO

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Alta Mesa 640, LLC
c/o Mohammed F. Koya
4020 Sierra College Blvd., #200
Rocklin, CA 95677

DOC # 2017-0268801
06/30/2017 11:16 AM Fees: \$49.00
Page 1 of 9
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARIA #309

5963790

Space above this line for recorder's use only

TERMINATION OF LEASE AND MEMORANDUM

This Termination of Lease and Memorandum of Lease (this "**Termination**"), is entered into this 29 day of June, 2017 (the "**Effective Date**") by and among Helen R. Frazer, Chapter 7 Trustee (the "**Trustee**") for Mark Technologies Corporation, a California corporation ("**MTC**"), EDF Renewable Windfarm IV, Inc. (formerly known as enXco Windfarm IV, Inc.), a Delaware corporation ("**EDF-IV**"), EDF Renewable Energy, Inc. (formerly known as enXco, Inc.), a Delaware corporation ("**EDF-RE**"), Alta Mesa Phase III Partners, a California limited partnership ("**Alta Mesa Partners**") (Alta Mesa Partners and EDF-IV as successors-in-interest to Sea West Industries, Inc.), and Alta Mesa 640, LLC, a California limited liability company ("**Buyer**"). Trustee, EDF-IV, EDF-RE, Alta Mesa Partners and Buyer are collectively referred to herein as the "**Parties.**"

RECITALS

A. WHEREAS, MTC, as "lessor" or "owner" and MTC and Sea West Industries, Inc., as "lessee" or "tenant" entered into that certain lease (the "**Lease**"), as well as that certain Memorandum of Lease recorded August 25, 1994, as Instrument No. 332603 of Official Records (the "**Memorandum**"), pursuant to which lessor leased to lessee, and lessee leased from lessor, certain property including real property comprising a portion of the approximately 650 acres as described on Exhibit 1 attached hereto and made a part hereof (the "**Property**").

B. WHEREAS, Trustee has executed a deed transferring all right, title and interest in the Property to Buyer, as authorized by the Order Granting Chapter 7 Trustee's Motion to Confirm Sale of Real Property etc., entered on February 28, 2017 by the United States Bankruptcy Court for the Central District of California, Case No. 6:16-bk-12192, Docket No. 327.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, and each of them, hereby agree as follows:

AGREEMENT

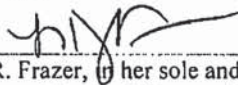
1. Termination of the Lease and Leasehold Protective Covenants. The Parties, and each of them, each to the extent of their interest, if any, in the Lease and/or the Covenants, and to the extent such Lease and/or Covenants are not already terminated, hereby covenant, acknowledge and agree that the Lease and Covenants shall be terminated and have no further force and effect, effective as of the date of the recordation of this Termination. Furthermore, as of the date of the recordation of this Termination, the Parties agree that the Covenants shall be removed from and no longer constitute an encumbrance of title to the Property.

2. Successors and Assigns. This Termination shall bind and inure to the benefit of the Parties and their respective heirs, successors and assigns.

3. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

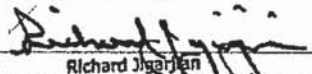
IN WITNESS WHEREOF, the Parties have executed this Termination to be effective as of the Effective Date.

TRUSTEE:

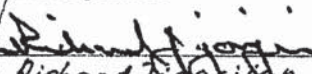


Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

EDF-IV:
EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation


By: 
Name: Richard Jigarjian
Its: Vice President, Generation

EDF-RE:
EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Authorized Representative

ALTA MESA PARTNERS:
ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: 
Name: Richard Jigarjian
Its: Vice President, Generation

BUYER:
ALTA MESA 640, LLC, a California limited liability company

By: SIGNED IN COUNTERPART
Name: Mohammed F. Koya
Its: Manager

By: SIGNED IN COUNTERPART
Name: Martin A. Harmon
Its: Manager

AGREEMENT

1. Termination of the Lease and Memorandum. The Parties, and each of them, each to the extent of their interest, if any, in the Lease and/or Memorandum, and to the extent such lease is not already terminated, hereby covenant, acknowledge and agree that the Lease and Memorandum shall be terminated and have no further force and effect, effective as of the date of the recordation of this Termination. Furthermore, as of the date of the recordation of this Termination, the Parties agree that the Memorandum shall be removed from and no longer constitute an encumbrance of title to the Property.

2. Successors and Assigns. This Termination shall bind and inure to the benefit of the Parties and their respective heirs, successors and assigns.

3. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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TRUSTEE:

SIGNED IN COUNTERPART

Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

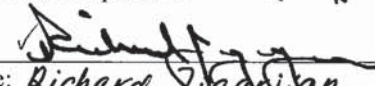
EDF-IV:

EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Vice President, Generation

EDF-RE:

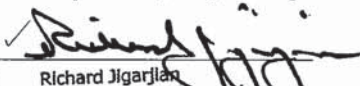
EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Authorized Representative

ALTA MESA PARTNERS:

ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: 
Name: Richard Jigarjian
Its: Vice President, Generation

BUYER:

ALTA MESA 640, LLC, a California limited liability company

By: SIGNED IN COUNTERPART
Name: Mohammed F. Koya

Its: Manager

By: SIGNED IN COUNTERPART

Name: Martin A. Harmon
Its: Manager

AGREEMENT

1. Termination of the Lease and Memorandum. The Parties, and each of them, each to the extent of their interest, if any, in the Lease and/or Memorandum, and to the extent such lease is not already terminated, hereby covenant, acknowledge and agree that the Lease and Memorandum shall be terminated and have no further force and effect, effective as of the date of the recordation of this Termination. Furthermore, as of the date of the recordation of this Termination, the Parties agree that the Memorandum shall be removed from and no longer constitute an encumbrance of title to the Property.

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3. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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TRUSTEE:

SIGNED IN COUNTERPART

Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

EDF-IV:

EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: SIGNED IN COUNTERPART

Name: _____

Its: _____

EDF-RE:

EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: SIGNED IN COUNTERPART

Name: _____

Its: _____

ALTA MESA PARTNERS:

ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: SIGNED IN COUNTERPART

Name: _____

Its: _____

BUYER:

ALTA MESA 640, LLC, a California limited liability company

By: Mohammed F. Koya

Name: Mohammed F. Koya

Its: Manager

By: Martin A. Harmon

Name: Martin A. Harmon

Its: Manager

ACKNOWLEDGMENT

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 San Diego)

On June 27, 2017 before me Anna G. O'Neil, a notary public, personally appeared Richard Jigarjian, 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 Anna G. O'Neil



{296/00001/TRP/A0346131.DOC}

ACKNOWLEDGMENT

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.

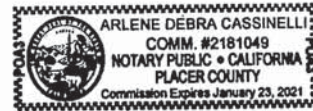
State of California)
County of Placer)

On 6/27/17, before me Arline Debra Cassinelli a notary public, personally appeared Martin A. Harmon, 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 Arline Debra Cassinelli



{296/00001/TRP/A0346131.DOC}

ACKNOWLEDGMENT

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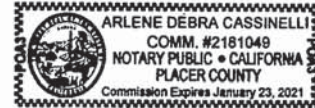
State of California)
County of Placer)

On 10/27/17, before me Arlene Debra Cassinelli a notary public, personally appeared Mohammed F. Traor, 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 Arlene Debra Cassinelli



{296/00001/TRP/A0346131.DOC}

ACKNOWLEDGMENT

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 ^{Florida} California)
County of ^{Manatee} Manatee) Molme Beach

On 6/28/17, before me Rebecca H STJEAN, a notary public, personally appeared Helen Frazer, 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 Rebecca H St Jean



{296/00001/TRP/A0346134.DOC}

Order Number: O-SA-5463790
Page Number: 11

EXHIBIT I
to TERMINATION OF MEMORANDUM AND LEASE

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

TRACT I:

PARCEL A: (APN: 516-060-018-3)

THE WESTERLY 880 FEET OF THE EASTERLY 1738 FEET OF THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1377.40 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B: (APN: 516-060-019-4)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1,377.40 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

PARCEL C: (APN: 516-060-021-5)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE WESTERLY 4,400.00 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 3,520.00 FEET.

PARCEL D: (APN: 516-060-022-6)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

TRACT II:

PARCEL A: (APN'S: 516-020-001-3 AND 516-020-002-4)

SECTION 3, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED NOVEMBER 28, 1933, IN BOOK 149, PAGE 80 OF OFFICIAL RECORDS.

DOC # 2017-0268802
06/30/2017 11:16 AM Fees: \$49.00
Page 1 of 9
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

FATCO

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Alta Mesa 640, LLC
c/o Mohammed F. Koya
4020 Sierra College Blvd., #200
Rocklin, CA 95677

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARIA #309

5463790

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TERMINATION OF LEASE AND MEMORANDUM

This Termination of Interconnection Facilities Lease and Memorandum of Lease (this "Termination"), is entered into this 29 day of June, 2017 (the "Effective Date") by and among Helen R. Frazer, Chapter 7 Trustee (the "Trustee") for Mark Technologies Corporation, a California corporation ("MTC"), EDF Renewable Windfarm IV, Inc. (formerly known as enXco Windfarm IV, Inc.), a Delaware corporation ("EDF-IV"), EDF Renewable Energy, Inc. (formerly known as enXco, Inc.), a Delaware corporation ("EDF-RE"), Alta Mesa Phase III Partners, a California limited partnership ("Alta Mesa Partners") (Alta Mesa Partners and EDF-IV as successors-in-interest to Sea West Industries, Inc.), and Alta Mesa 640, LLC, a California limited liability company ("Buyer"). Trustee, EDF-IV, EDF-RE, Alta Mesa Partners and Buyer are collectively referred to herein as the "Parties."

RECITALS

A. WHEREAS, MTC, as "lessor" or "owner" and MTC and Sea West Industries, Inc., as "lessee" or "co-tenants" entered into that certain "Interconnections Facilities Lease" dated on or about August 5, 1988 (the "Lease"), as well as that certain Memorandum of Interconnection Facilities Lease recorded August 30, 1988 as Instrument No. 249002 of Official Records (the "Memorandum"), pursuant to which lessor leased to lessee, and lessee leased from lessor, certain property including real property comprising a portion of the approximately 650 acres as described on Exhibit I attached hereto and made a part hereof (the "Property").

B. WHEREAS, Trustee has executed a deed transferring all right, title and interest in the Property to Buyer, as authorized by the Order Granting Chapter 7 Trustee's Motion to Confirm Sale of Real Property etc., entered on February 28, 2017 by the United States Bankruptcy Court for the Central District of California, Case No. 6:16-bk-12192, Docket No. 327.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, and each of them, hereby agree as follows:

{296/00001/TRP/A0346119.DOC}

AGREEMENT

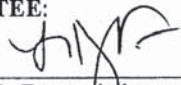
1. Termination of the Lease and Memorandum. The Parties, and each of them, each to the extent of their interest, if any, in the Lease and/or Memorandum, and to the extent such lease is not already terminated, hereby covenant, acknowledge and agree that the Lease and Memorandum shall be terminated and have no further force and effect, effective as of the date of the recordation of this Termination. Furthermore, as of the date of the recordation of this Termination, the Parties agree that the Memorandum shall be removed from and no longer constitute an encumbrance of title to the Property.

2. Successors and Assigns. This Termination shall bind and inure to the benefit of the Parties and their respective heirs, successors and assigns.

3. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Termination to be effective as of the Effective Date.

TRUSTEE:




Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

ALTA MESA PARTNERS:

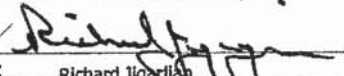
ALTA MESA PHASE III PARTNERS,
a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: 
Name: Richard J. Jordan
Its: Vice President, General Partner

EDF-IV:

EDF RENEWABLE WINDFARM IV,
INC., a Delaware corporation

By: 
Name: Richard J. Jordan
Its: Vice President, General Partner


BUYER:

ALTA MESA 640, LLC,
a California limited liability company

By: _____
Name: Mohammed F. Koya
Its: Manager

EDF-RE:

EDF RENEWABLE ENERGY, INC.,
a Delaware corporation

By: 
Name: Richard J. Jordan
Its: Authorized Representative

By: _____
Name: Martin A. Harmon
Its: Manager

AGREEMENT

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TRUSTEE:

~~SIGNED IN COUNTERPART~~
Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

EDF-IV:
EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: SIGNED IN COUNTERPART
Name: _____
Its: _____

EDF-RE:
EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: SIGNED IN COUNTERPART
Name: _____
Its: _____

ALTA MESA PARTNERS:

ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: SIGNED IN COUNTERPART
Name: _____
Its: _____

BUYER:

ALTA MESA 640, LLC, a California limited liability company

By: Mohammed F. Koya
Name: Mohammed F. Koya
Its: Manager

By: Matt Mgr
Name: Martin A. Harmon
Its: Manager

AGREEMENT

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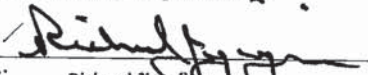
TRUSTEE:

SIGNED IN COUNTERPART

Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

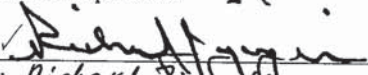
EDF-IV:

EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: 
Name: Richard Jigardian
Its: Vice President, Generation

EDF-RE:

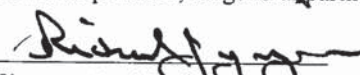
EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: 
Name: Richard Jigardian
Its: Authorized Representative

ALTA MESA PARTNERS:

ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: 
Name: Richard Jigardian
Its: Vice President, Generation

BUYER:

ALTA MESA 640, LLC, a California limited liability company

By: SIGNED IN COUNTERPART
Name: Mohammed F. Koya
Its: Manager

By: SIGNED IN COUNTERPART
Name: Martin A. Harmon
Its: Manager

ACKNOWLEDGMENT

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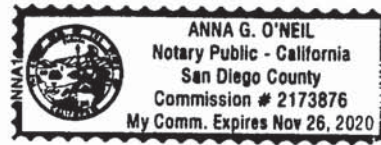
State of California)
County of San Diego)

On June 27, 2017 before me Anna G. O'Neil, a notary public, personally appeared Richard Jigarjian, 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 Anna G. O'Neil



{296/00001/TRP/A0346119.DOC}

ESCROW NO.: 104062-AA TITLE ORDER NO.:

ACKNOWLEDGMENT

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 Placer

On 6/27/17 before me, Arlene Debra Cassinelli

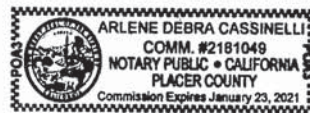
A Notary Public personally appeared Martin A. Harrison

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 Arlene Debra Cassinelli



(Seal)

ACKNOWLEDGMENT

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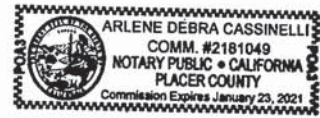
State of California)
County of Placer)

On 10/21/17, before me Arlene Debra Cassinelli a notary public, personally appeared Mohammed F. Toure, 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 Arlene Debra Cassinelli



{296/00001/TRP/A0346119.DOC}

ACKNOWLEDGMENT

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.

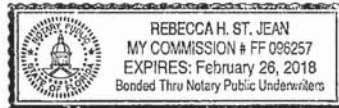
State of ~~California~~ ^{Florida})
County of ~~Manatee~~) Holmes Beach

On 6/28/17, before me Rebecca H St Jean, a notary public, personally appeared Helen Frazer, 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 Rebecca H St Jean



{296/00001/TRP/A0346119.DOC}

Order Number: **O-SA-5463790**
Page Number: 11

EXHIBIT 1
to TERMINATION OF MEMORANDUM AND LEASE

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

TRACT I:

PARCEL A: (APN: 516-060-018-3)

THE WESTERLY 880 FEET OF THE EASTERLY 1738 FEET OF THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1377.40 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B: (APN: 516-060-019-4)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1,377.40 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

PARCEL C: (APN: 516-060-021-5)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE WESTERLY 4,400.00 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 3,520.00 FEET.

PARCEL D: (APN: 516-060-022-6)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

TRACT II:

PARCEL A: (APN'S: 516-020-001-3 AND 516-020-002-4)

SECTION 3, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED NOVEMBER 28, 1933, IN BOOK 149, PAGE 80 OF OFFICIAL RECORDS.

DOC # 2017-0268803
06/30/2017 11:16 AM Fees: \$49.00
Page 1 of 9
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

FATCO

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Alta Mesa 640, LLC
c/o Mohammed F. Koya
4020 Sierra College Blvd., #200
Rocklin, CA 95677

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARIA #309

Space above this line for recorder's use only

5463790

TERMINATION OF LEASE AND MEMORANDUM

This Termination of Lease and Memorandum of Lease (this "**Termination**"), is entered into this 29 day of June, 2017 (the "**Effective Date**") by and among Helen R. Frazer, Chapter 7 Trustee (the "**Trustee**") for Mark Technologies Corporation, a California corporation ("**MTC**"), EDF Renewable Windfarm IV, Inc. (formerly known as enXco Windfarm IV, Inc.), a Delaware corporation ("**EDF-IV**"), EDF Renewable Energy, Inc. (formerly known as enXco, Inc.), a Delaware corporation ("**EDF-RE**"), Alta Mesa Phase III Partners, a California limited partnership ("**Alta Mesa Partners**") (Alta Mesa Partners and EDF-IV as successors-in-interest to Sea West Industries, Inc. and Swanmill Windfarm I K/S, a Danish kommanditselskab ("**Swanmill**")), and Alta Mesa 640, LLC, a California limited liability company ("**Buyer**"). Trustee, EDF-IV, EDF-RE, Alta Mesa Partners and Buyer are collectively referred to herein as the "**Parties**."

RECITALS

A. WHEREAS, MTC, as "lessor" or "owner," and MTC, and Swanmill, as "lessee" or "co-tenant" entered into that certain Lease ("**Lease**") as reflected in that certain Memorandum Lease recorded September 27, 1989 as Instrument No. 332614 of Official Records (the "**Memorandum**"), pursuant to which lessor leased to lessee, and lessee leased from lessor, certain property including real property comprising a portion of the approximately 650 acres as described on Exhibit I attached hereto and made a part hereof (the "**Property**").

B. WHEREAS, Trustee has executed a deed transferring all right, title and interest in the Property to Buyer, as authorized by the Order Granting Chapter 7 Trustee's Motion to Confirm Sale of Real Property etc., entered on February 28, 2017 by the United States Bankruptcy Court for the Central District of California, Case No. 6:16-bk-12192, Docket No. 327.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, and each of them, hereby agree as follows:

AGREEMENT

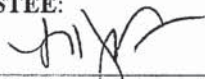
1. Termination of the Lease and Memorandum. The Parties, and each of them, each to the extent of their interest, if any, in the Lease and/or Memorandum, and to the extent such Lease is not already terminated, hereby covenant, acknowledge and agree that the Lease and Memorandum shall be terminated and have no further force and effect, effective as of the date of the recordation of this Termination. Furthermore, as of the date of the recordation of this Termination, the Parties agree that the Memorandum shall be removed from and no longer constitute an encumbrance of title to the Property.

2. Successors and Assigns. This Termination shall bind and inure to the benefit of the Parties and their respective heirs, successors and assigns.

3. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Termination to be effective as of the Effective Date.

TRUSTEE:



Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation


ALTA MESA PARTNERS:

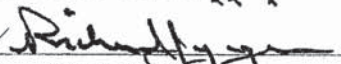
ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

EDF-IV:

EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: 
Name: Richard J. Garlano
Its: Vice President, General Partner

By: 
Name: Richard J. Garlano
Its: Vice President, General Partner

BUYER:


ALTA MESA 640, LLC, a California limited liability company

By: SIGNED IN COUNTERPART
Name: Mohamed F. Koya
Its: Manager

EDF-RE:

EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: SIGNED IN COUNTERPART
Name: Martin A. Harmon
Its: Manager

By: 
Name: Richard J. Garlano
Its: Authorized Representative

AGREEMENT

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TRUSTEE:

SIGNED IN COUNTERPART

Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation


EDF-IV:

EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: 
Name: Richard Jgarjian
Its: Vice President, Generation

EDF-RE:


EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: 
Name: Richard Jgarjian
Its: Authorized Representative

ALTA MESA PARTNERS:

ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: 
Name: Richard Jgarjian
Its: Vice President, Generation

BUYER:

ALTA MESA 640, LLC, a California limited liability company

By: SIGNED IN COUNTERPART
Name: Mohammed F. Koya
Its: Manager

By: SIGNED IN COUNTERPART
Name: Martin A. Harmon
Its: Manager

AGREEMENT

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SIGNED IN COUNTERPART

Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

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EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: SIGNED IN COUNTERPART

Name: _____
Its: _____

EDF-RE:

EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: SIGNED IN COUNTERPART

Name: _____
Its: _____

ALTA MESA PARTNERS:

ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: SIGNED IN COUNTERPART

Name: _____
Its: _____

BUYER:

ALTA MESA 640, LLC, a California limited liability company

By: Mohammed F. Koya

Name: Mohammed F. Koya
Its: Manager

By: Martin A. Harmon

Name: Martin A. Harmon
Its: Manager

ACKNOWLEDGMENT

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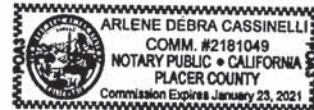
State of California)
County of Placer)

On 10/27/17, before me Arlene Debra Cassinelli a notary public, personally appeared Mohammed F. Haya, 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 Arlene Debra Cassinelli



{296/00001/TRP/A0346132.DOC}

ACKNOWLEDGMENT

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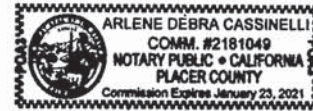
State of California)
County of Placer)

On 10/27/17, before me Arlene Debra Cassinelli a notary public, personally appeared Martin A. Harmon, 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 Arlene Debra Cassinelli



{296/00001/TRP/A0346132.DOC}

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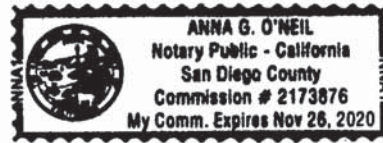
State of California)
County of San Diego)

On June 27, 2017 before me Anna G. O'Neil, a notary public, personally appeared Richard Jigarjian, 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 Anna G. O'Neil



{296/00001/TRP/A0346132.DOC}

ACKNOWLEDGMENT

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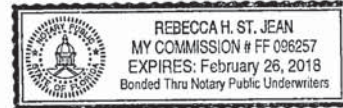
State of ^{Florida} California)
County of ^{Manatee} Manatee) Holmes Beach

On 6/28/17, before me Rebecca H St Jean a notary public, personally appeared Walter Frazer, 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 Rebecca H St Jean



{296/00001/TRP/A0346132.DOC}

Order Number: O-SA-5463790
Page Number: 11

EXHIBIT 1
to TERMINATION OF MEMORANDUM AND LEASE

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

TRACT I:

PARCEL A: (APN: 516-060-018-3)

THE WESTERLY 880 FEET OF THE EASTERLY 1738 FEET OF THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1377.40 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B: (APN: 516-060-019-4)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1,377.40 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

PARCEL C: (APN: 516-060-021-5)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE WESTERLY 4,400.00 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 3,520.00 FEET.

PARCEL D: (APN: 516-060-022-6)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

TRACT II:

PARCEL A: (APN'S: 516-020-001-3 AND 516-020-002-4)

SECTION 3, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED NOVEMBER 28, 1933, IN BOOK 149, PAGE 80 OF OFFICIAL RECORDS.

FATCO

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Alta Mesa 640, LLC
c/o Mohammed F. Koya
4020 Sierra College Blvd., #200
Rocklin, CA 95677

DOC # 2017-0268804
06/30/2017 11:16 AM Fees: \$49.00
Page 1 of 9
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARIA #309

5463790

Space above this line for recorder's use only

TERMINATION OF LEASE AND MEMORANDUM

This Termination of Lease and Memorandum of Lease (this "**Termination**"), is entered into this 29 day of June, 2017 (the "**Effective Date**") by and among Helen R. Frazer, Chapter 7 Trustee (the "**Trustee**") for Mark Technologies Corporation, a California corporation ("**MTC**"), EDF Renewable Windfarm IV, Inc. (formerly known as enXco Windfarm IV, Inc.), a Delaware corporation ("**EDF-IV**"), EDF Renewable Energy, Inc. (formerly known as enXco, Inc.), a Delaware corporation ("**EDF-RE**"), Alta Mesa Phase III Partners, a California limited partnership ("**Alta Mesa Partners**") (Alta Mesa Partners and EDF-IV as successors-in-interest to Sea West Industries, Inc.), and Alta Mesa 640, LLC, a California limited liability company ("**Buyer**"). Trustee, EDF-IV, EDF-RE, Alta Mesa Partners and Buyer are collectively referred to herein as the "**Parties.**"

RECITALS

A. WHEREAS, MTC, as "lessor" or "owner" and MTC and Sea West Industries, Inc., as "lessee" or "tenant" entered into that certain lease (the "**Lease**"), as well as that certain Memorandum of Lease recorded September 27, 1989, as Instrument No. 332617 of Official Records (the "**Memorandum**"), pursuant to which lessor leased to lessee, and lessee leased from lessor, certain property including real property comprising a portion of the approximately 650 acres as described on Exhibit I attached hereto and made a part hereof (the "**Property**").

B. WHEREAS, Trustee has executed a deed transferring all right, title and interest in the Property to Buyer, as authorized by the Order Granting Chapter 7 Trustee's Motion to Confirm Sale of Real Property etc., entered on February 28, 2017 by the United States Bankruptcy Court for the Central District of California, Case No. 6:16-bk-12192, Docket No. 327.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, and each of them, hereby agree as follows:

AGREEMENT

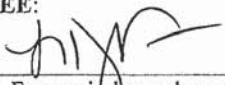
1. Termination of the Lease and Memorandum. The Parties, and each of them, each to the extent of their interest, if any, in the Lease and/or Memorandum, and to the extent such lease is not already terminated, hereby covenant, acknowledge and agree that the Lease and Memorandum shall be terminated and have no further force and effect, effective as of the date of the recordation of this Termination. Furthermore, as of the date of the recordation of this Termination, the Parties agree that the Memorandum shall be removed from and no longer constitute an encumbrance of title to the Property.

2. Successors and Assigns. This Termination shall bind and inure to the benefit of the Parties and their respective heirs, successors and assigns.

3. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Termination to be effective as of the Effective Date.

TRUSTEE:

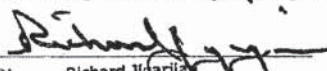


Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

ALTA MESA PARTNERS:

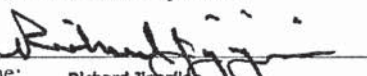
ALTA MESA PHASE III PARTNERS,
a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: 
Name: Richard Jgarjian
Its: Vice President, General Partner

EDF-IV:

EDF RENEWABLE WINDFARM IV,
INC., a Delaware corporation

By: 
Name: Richard Jgarjian
Its: Vice President, General Partner

BUYER:


ALTA MESA 640, LLC,
a California limited liability company

By: SIGNED IN COUNTERPART
Name: Mohammed F. Koya

Its: Manager
SIGNED IN COUNTERPART

EDF-RE:

EDF RENEWABLE ENERGY, INC.,
a Delaware corporation

By: 
Name: Richard Jgarjian
Its: Authorized Representative

By: _____
Name: Martin A. Harmon
Its: Manager

AGREEMENT

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TRUSTEE:

SIGNED IN COUNTERPART

Helen R. Frazer, in her sole and limited capacity as Chapter 7 Trustee for Mark Technologies Corporation

EDF-IV:

EDF RENEWABLE WINDFARM IV, INC., a Delaware corporation

By: SIGNED IN COUNTERPART

Name: _____
Its: _____

EDF-RE:

EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: SIGNED IN COUNTERPART

Name: _____
Its: _____

ALTA MESA PARTNERS:

ALTA MESA PHASE III PARTNERS, a California limited partnership

By: Alta Mesa Power Corporation, a California corporation, its general partner

By: SIGNED IN COUNTERPART

Name: _____
Its: _____

BUYER:

ALTA MESA 640, LLC, a California limited liability company

By: Mohammed F. Koya

Name: Mohammed F. Koya
Its: Manager

By: Martin A. Harmon

Name: Martin A. Harmon
Its: Manager

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By: 
Name: Richard Jigarjian
Its: Vice President, Generation


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EDF RENEWABLE ENERGY, INC., a Delaware corporation

By: 
Name: Richard Jigarjian
Its: Authorized Representative

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By: 
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Its: Vice President, Generation

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ALTA MESA 640, LLC, a California limited liability company

By: SIGNED IN COUNTERPART
Name: Mohammed F. Koya
Its: Manager

By: SIGNED IN COUNTERPART
Name: Martin A. Harmon
Its: Manager

ACKNOWLEDGMENT

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.

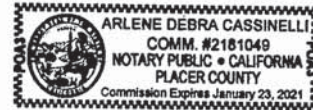
State of California)
County of Placer)

On 10/27/17, before me Arlene Debra Cassinelli a notary public, personally appeared Mahammed F. Kaya, 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 Arlene Debra Cassinelli



{296/00001/TRP/A0346128.DOC}

ACKNOWLEDGMENT

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.

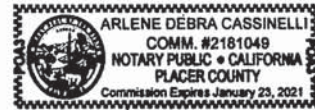
State of California)
County of Placer)

On 10/27/17, before me Arlene Debra Cassinelli a notary public, personally appeared Martin A. Harmon, 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 Arlene Debra Cassinelli



{296/00001/TRP/A0346128.DOC}

ACKNOWLEDGMENT

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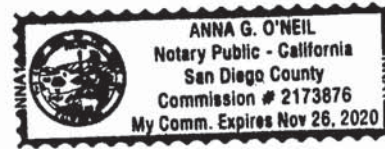
State of California)
County of San Diego)

On June 7, 2017 before me Anna G. O'Neil, a notary public, personally appeared Richard Tigarjian, 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 Anna G. O'Neil



{296/00001/TRP/A0346128.DOC}

ACKNOWLEDGMENT

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~~ ^{Florida})
County of ~~Manatee~~) Manatee Holms Beach

On 6/23/17, before me Rebecca H St Jean, a notary public, personally appeared Helen Frazer, 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 Rebecca H St Jean



{296/00001/TRP/A0346128.DOC}

Order Number: O-SA-5463790
Page Number: 11

EXHIBIT 1
to TERMINATION OF MEMORANDUM AND LEASE

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

TRACT I:

PARCEL A: (APN: 516-060-018-3)

THE WESTERLY 880 FEET OF THE EASTERLY 1738 FEET OF THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1377.40 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B: (APN: 516-060-019-4)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1,377.40 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

PARCEL C: (APN: 516-060-021-5)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE WESTERLY 4,400.00 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 3,520.00 FEET.

PARCEL D: (APN: 516-060-022-6)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

TRACT II:

PARCEL A: (APN'S: 516-020-001-3 AND 516-020-002-4)

SECTION 3, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED NOVEMBER 28, 1933, IN BOOK 149, PAGE 80 OF OFFICIAL RECORDS.

FATCO

Recording Requested by and Return to:
EARTH CONSTRUCTION & MINING
c/o Hartnett Law Group
350 East Commonwealth Ave.
Fullerton, CA 92832

DOC # 2017-0269443
06/30/2017 02:03 PM Fees: \$31.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARY #420

5463790

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**RELEASE OF MECHANIC'S LIEN
(CA Civil Code §§8120-8130, 8400 et seq.)**

The undersigned, Charles W. Poss III, President, Earth Construction & Mining (use correct full name as printed on contractor's license or records of Secretary of State), hereby releases and discharges the Mechanic's Lien claimed by:

Claimant: Earth Construction & Mining

Against:

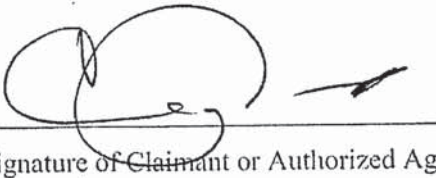
Owner: Mark Technologies Corporation, 150 East Fourth Street, Suite 500, Cincinnati, Ohio 45202

Affecting Property Commonly Known as:

Address: Alta Mesa Project - Phase IV, 12501 Whitewater Canyon Road, Whitewater, CA 92282

Which Lien was Recorded on July 20, 2012 (date), at the Office of the Recorder of Riverside County, in the Official Records as Instrument Number 2012-0341819 is hereby released, the claim thereunder having been satisfied.

Date: 4/13/17

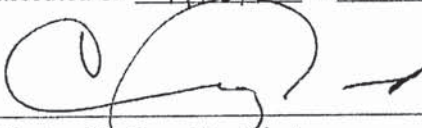

(Signature of Claimant or Authorized Agent)

Charles W. Poss III, President, Earth Construction & Mining
(Print Name and Title)

Verification

I, the undersigned, declare: I am the President of Earth Construction & Mining, for the Claimant named in the foregoing Release of Mechanic's Lien. I am authorized to make this verification for the Claimant: I have read the foregoing Release of Mechanic's Lien and know the contents thereof, and the same is true of my knowledge. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 4/13/17 at Garden Grove California _____



*Charles W. Poss, President
Earth Construction & Mining*

RELEASE OF MECHANIC'S LIEN

Page 2 of 3

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

State of California

County of Orange

On 4/13/17 before me, Rosanna Enroth, Notary Public
(Insert Name of Notary Public and Title)

personally appeared Charles W. Pass III

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]* (Seal)



DOC # 2017-0269444
06/30/2017 02:03 PM Fees: \$31.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

RECORDING REQUESTED BY:
First American Title Company

AND WHEN RECORDED MAIL TO:

Sheppard Mullin Richter & Hampton, LLP
Attn: J. Barrett Marum
501 West Broadway, 19th Floor
San Diego, CA 92101

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARY #420

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 0-SA-5463790

Escrow No.: 104062-AA

RELEASE OF LIEN

KNOWN ALL MEN BY THESE PRESENTS:

The lien established by the recordation of that certain abstract of judgment dated September 11, 2015, recorded on September 18, 2015, as instrument No. 2015-0416151 in the Official Records of Riverside County in hereby released as to the following property:

*Party being released Mark Technologies Corporation
whose address is 150 E 4th St. Ste 500, Cincinnati OH 45202*

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF A.P. #
516-060-018-3; 516-060-019-4; 516-060-021-5; 516-060-022-6; 516-020-001-3; 516-020-002-4

Except as to the above described property, the above referenced abstract of judgment remains in full force and effect, and no other property is released.

Dated June 12, 2017

EDF Renewable Energy, Inc

By:

[Handwritten Signature]

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 San Diego

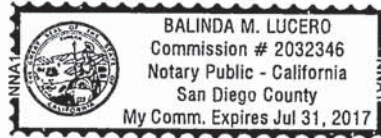
On June 12, 2017 before me, Balinda M. Lucero A Notary Public personally appeared Luis Venancio Martins da Costa Silva who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the 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 *Balinda M Lucero*

(Seal)



MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

Exhibit "A"

Legal Description

A.P.N.: 516-060-018-3 and "See Add'l 3 APN's" and 516-060-019 and 516-060-021 and 516-060-022

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

TRACT I:

PARCEL A: (APN: 516-060-018-3)

THE WESTERLY 880 FEET OF THE EASTERLY 1738 FEET OF THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1377.40 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL B: (APN: 516-060-019-4)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1,377.40 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

PARCEL C: (APN: 516-060-021-5)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE WESTERLY 4,400.00 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 3,520.00 FEET.

PARCEL D: (APN: 516-060-022-6)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

TRACT II:

PARCEL A: (APN'S: 516-020-001-3 AND 516-020-002-4)

SECTION 3, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED NOVEMBER 28, 1933, IN BOOK 149, PAGE 80 OF OFFICIAL RECORDS.

DOC # 2017-0269445
06/30/2017 02:03 PM Fees: \$24.00
Page 1 of 4
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

Recording Request by:

First American Title
Residential Division

**Mail Tax Statements to
and When Recorded Mail to:**

HARTNETT LAW GROUP
PATRICK M. HARTNETT
350 E. COMMONWEALTH AVE
FULLERTON, CA 92832-2017

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARY #420

**NOTICE OF WITHDRAWAL OF NOTICE
OF PENDENCY ACTION**

FATCO

1 RECORDING REQUEST BY/RETURN TO:
2 HARTNETT LAW GROUP
3 PATRICK M. HARTNETT
4 350 East Commonwealth Avenue
5 Fullerton, CA 92832-2017
6 Phone (714) 738-1156

7 PATRICK M. HARTNETT, ESQ.#125093
8 *Phartnett@HartnettLawGroup.com*
9 CHRISTOPHER D. HARTNETT, ESQ.#309156
10 *Cdhartnett@HartnettLawGroup.com*

11 Attorneys for Plaintiff,
12 Earth Construction & Mining, Inc., a California corporation

13 5463790

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF RIVERSIDE, RIVERSIDE HISTORIC COURTHOUSE

16 EARTH CONSTRUCTION & MINING,
17 INC., a California corporation

18 Plaintiff,

19 vs.

20 MODERN ALLOYS INC., a California
21 corporation; MARK TECHNOLOGIES
22 CORPORATION, a business entity, form
23 unknown; FIDELITY AND DEPOSIT
24 COMPANY OF MARYLAND, a
25 Maryland corporation and DOES 1 through
26 500, inclusive

27 Defendants

Case No.: RIC1215601

**NOTICE OF WITHDRAWAL OF
NOTICE OF PENDENCY OF ACTION
[C.C.P. §405.50]**

28 NOTICE IS HEREBY GIVEN that Earth Construction & Mining withdraws the
notice of pendency of action (the "Notice") recorded on October 18, 2012, as document
number 2012-0498864, in the official Records of Riverside County, California.

The Notice affected certain real property, and any improvements, that is located in

NOTICE OF WITHDRAWAL OF NOTICE OF PENDENCY OF ACTION [C.C.P. §405.50]

1 Riverside County, California, and that is described as: Alta Mesa Project – Phase IV,
 2 12501 Whitewater Canyon Road, Whitewater, CA 92282
 3 The Notice effected the following owner and/or reputed owner of the real property:
 4 Mark Technologies Corporation whose address is 150 East Fourth Street, Suite 500,
 5 Cincinnati, Ohio 45202.

6
7 Dated: APRIL 13, 2017

Respectfully Submitted,
HARTNETT LAW GROUP

8
9 

10
 11 PATRICK M. HARTNETT
 12 CHRISTOPHER D. HARTNETT
 13 Attorneys for Plaintiff,
 14 Earth Construction & Mining, a California
 15 corporation

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

State of California

County of Orange

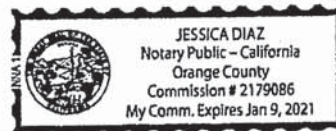
On April 13, 2017 before me, Jessica Diaz, Notary Public
(Insert Name of Notary Public and Title)

personally appeared Patrick M. Hartnett

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 Jessica Diaz (Seal)



NOTICE OF WITHDRAWAL OF NOTICE OF PENDENCY OF ACTION [C.C.P. §405.50]

FATCO
RECORDING REQUESTED BY

FIDELITY NATIONAL TITLE
1300 Dove Street, Suite 310
Newport Beach, CA 92660

AND WHEN RECORDED MAIL TO

NAME Law Offices of Helen Ryan
ADDRESS 2901 West Coast Hwy Ste. 200
CITY Newport Beach, CA 92663
STATE & ZIP 5463790

DOC # 2017-0269446
06/30/2017 02:03 PM Fees: \$53.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

This document was electronically submitted to the County of Riverside for recording
Received by: MARY #420

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS Mark Technologies Corporation, a California corporation was the original Trustor, Tigor Title Insurance Company of California, a California corporation the original Trustee, and EDF Renewable Windfarm IV, Inc., a Delaware corporation successor to ENXCO Windfarm IV, Inc. a Delaware corporation, successor to SeaWest Industries, Inc., a California corporation by mesne assignments (ENXCO Windfarm IV, Inc. a Delaware corporation, successor to ENXCO Windfarm II, Inc., a Delaware corporation, successor to Swanmill Windfarm II K/S, a Danish kimmanditselskab, successor to SeaWest Industries, Inc., a California corporation), is the Beneficiary, under that certain Deed of Trust dated February 8, 1989 and recorded on September 27, 1989 as Instrument No. 332621, Official Records of the County of Riverside, State of California, and affecting the land described in said Deed of Trust, and

WHEREAS the undersigned Beneficiary desires to substitute a new Trustee under said Deed of Trust in place and stead of Tigor Title Insurance Company of California, a California corporation. NOW THEREFORE, the undersigned hereby substitutes EDF Renewable Windfarm IV, Inc. as Trustee under said Deed of Trust and does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the Estate now held by them thereunder.

Date: March 1, 2017

EDF Renewable Windfarm IV, Inc., a Delaware corporation

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.

By: [Signature]
Luis Martins Da Costa Silva, Treasurer
By: [Signature]
Joshua Pearson, Assistant Secretary

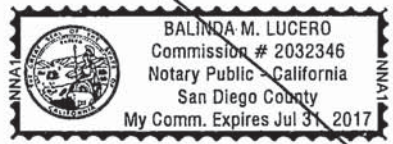
STATE OF California } ss.
COUNTY OF }

On March 1, 2017, before me, Balinda M. Lucero, a notary public, personally appeared Luis Martins Da Costa Silva and Joshua Pearson 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 Balinda M. Lucero



See attached.

(This area for official notarial seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

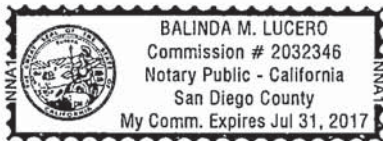
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On Mar. 1, 2017 before me, Balinda M. Lucero, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Luis Martins Da Costa Silva
Name(s) of Signer(s)
and Joshua Pearson

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 Balinda M. Lucero
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Partner — Limited General Partner — Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

DOC # 2017-0269447

06/30/2017 02:03 PM Fees: \$24.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

Recording Request by:

First American Title

Residential Division

Mail Tax Statements to

and When Recorded Mail to:

HARTNETT LAW GROUP
PATRICK M. HARTNETT
350 E. COMMONWEALTH AVE
FULLERTON, CA 92832-2017

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARY #420

**NOTICE OF WITHDRAWAL OF NOTICE
OF PENDENCY ACTION**

ERIC

1 RECORDING REQUEST BY/RETURN TO:
2 HARTNETT LAW GROUP
3 PATRICK M. HARTNETT
4 350 East Commonwealth Avenue
5 Fullerton, CA 92832-2017
6 Phone (714) 738-1156

7 PATRICK M. HARTNETT, ESQ.#125093
8 *Phartnett@HartnettLawGroup.com*
9 CHRISTOPHER D. HARTNETT, ESQ.#309156
10 *Cdhartnett@HartnettLawGroup.com*

11 Attorneys for Plaintiff,
12 Earth Construction & Mining, Inc., a California corporation

13 *5463790*

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF RIVERSIDE, RIVERSIDE HISTORIC COURTHOUSE

16 EARTH CONSTRUCTION & MINING,
17 INC., a California corporation

18 Plaintiff,

19 vs.

20 MODERN ALLOYS INC., a California
21 corporation; MARK TECHNOLOGIES
22 CORPORATION, a business entity, form
23 unknown; FIDELITY AND DEPOSIT
24 COMPANY OF MARYLAND, a
25 Maryland corporation and DOES 1 through
26 500, inclusive

27 Defendants

Case No.: RIC1215601

**NOTICE OF WITHDRAWAL OF
NOTICE OF PENDENCY OF ACTION
[C.C.P. §405.50]**

28 NOTICE IS HEREBY GIVEN that Earth Construction & Mining withdraws the
notice of pendency of action (the "Notice") recorded on October 18, 2012, as document
number 2012-0498864, in the official Records of Riverside County, California.

The Notice affected certain real property, and any improvements, that is located in

NOTICE OF WITHDRAWAL OF NOTICE OF PENDENCY OF ACTION [C.C.P. §405.50]

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Riverside County, California, and that is described as: Alta Mesa Project – Phase IV,
12501 Whitewater Canyon Road, Whitewater, CA 92282
The Notice effected the following owner and/or reputed owner of the real property:
Mark Technologies Corporation whose address is 150 East Fourth Street, Suite 500,
Cincinnati, Ohio 45202.

Dated: APRIL 13, 2017

Respectfully Submitted,
HARTNETT LAW GROUP



PATRICK M. HARTNETT
CHRISTOPHER D. HARTNETT
Attorneys for Plaintiff,
Earth Construction & Mining, a California
corporation

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

State of California

County of Orange

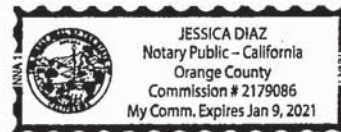
On April 13, 2017 before me, Jessica Diaz, Notary Public
(Insert Name of Notary Public and Title)

personally appeared Patrick M. Hartnett

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 Jessica Diaz (Seal)



NOTICE OF WITHDRAWAL OF NOTICE OF PENDENCY OF ACTION [C.C.P. §405.50]

Section 3

ROW for Access Roads

APPLICATION FOR TRANSPORTATION AND
 UTILITY SYSTEMS AND FACILITIES
 ON FEDERAL LANDS

FORM APPROVED
 OMB Control Number: 0596-0082
 Expiration Date: 5/31/2017

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number

Date Filed

1. Name and address of applicant (include zip code)

Alta Mesa 640 LLC
 4020 Sierra College Blvd. Suite 200
 Rocklin, CA 95677

2. Name, title, and address of authorized agent if different from item 1 (include zip code)

3. Telephone (with area code)

916-628-3064

Applicant

Mohammed F. Koya

Authorized Agent

4. As applicant are you? (check one)

- a. Individual
- b. Corporation*
- c. Partnership/Association*
- d. State Government/State Agency
- e. Local Government
- f. Federal Agency

* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a. New authorization
- b. Renewing existing authorization No.
- c. Amend existing authorization No.
- d. Assign existing authorization No.
- e. Existing use for which no authorization has been received *
- f. Other*

* If checked, provide details under item 7

6. If an individual, or partnership, are you a citizen(s) of the United States? Yes No

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

Alta Mesa 640 LLC. Existing Facility -Assignment of Three Right of Ways :

1. CACA-19103: The facility is an existing renewable wind energy facility located north of Palm Springs California. The Right of Way is located in T. 3 S R. 3E, Section 2 SW 1/4 near White water Canyon Rd.. The assignment of this specific Right of Way #CA-19103 is for the construction, maintenance of an existing access road off of Whitewater Canyon Rd. The facility and the road is used the whole year. See Exhibit A.
2. CACA-19151: The Right of Way is located in T. 2S., R. 3E., Section 34 SW portion. The assignment of this specific Right of Way #CA-19151 is for the construction, maintenance of an existing three phased overhead transmission line that transmits electricity from the Alta Mesa 640 30 MW substation to an interconnect on the SCE tap line that carries power generated within the facility into the SCE power-grid. The facility and the transmission lines run 24/7 the whole year. See Exhibit B
3. CACA-53303: The Right of Way is located in T.2 S., R. 3 E., section 33, S1/2S1/2. This is an existing access road that is approximately 2.74 miles in length that was authorized under CA-13980 to Mesa Wind the adjacent Wind Farm facility. This access road is the primary road to bring construction materials and equipment such as large cranes to the site since it has less of a grade and gentler curves. See numerous Exhibits C for maps and other ROW authorizations.

8. Attach a map covering area and show location of project proposal

9. State or Local government approval: Attached Applied for Not Required

10. Nonreturnable application fee: Attached Not required

11. Does project cross international boundary or affect international waterways? Yes No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

Alta Mesa 640 LLC owns the adjacent 640 acre existing wind energy facility and has the financial and technical ability to construct, maintain and operate the access roads and transmission line corridors for which this assignment relates.

13a. Describe other reasonable alternative routes and modes considered.

The other feasible route alternative for 19103 is from the west near Desert View Avenue.

b. Why were these alternatives not selected?

The other feasible route is from the west but would add at least a mile on dirt roads and would add significant distance from the interstate highway. Other infeasible routes would not be possible due to the steep terrain of the site.

c. Give explanation as to why it is necessary to cross Federal Lands.

Between the paved road (Whitewater Canyon Rd.) and the facility, that is owned in fee, there are federal lands in between so it is necessary to cross the federal lands.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

Pending assignment of CACA- 19151 and CACA 53303

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

Since the access road already exist the cost to maintain the roads and existing transmission corridor in question is approximately \$25,000 an average year. The benefits to the public is the ability to use renewable energy produced by the project and the operational jobs maintained.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

None

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

None

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

None

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

No hazardous materials will be used, produced, transported or stored in the right of ways.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

United States Department of the Interior Bureau of Land management Palm Springs -South Coast Field Office.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

4-11-18

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Alaska Regional Office
709 West 9th Street
Juneau, Alaska 99802
Telephone: (907) 586-7177

Department of the Interior
Alaska State Office
Bureau of Land Management
222 West 7th Avenue #13
Anchorage, Alaska 99513
Public Room: 907-271-5960
FAX: 907-271-3684
(or a local BLM Office)

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director
1011 East Tudor Road
Anchorage, Alaska 99503
Telephone: (907) 786-3440

National Park Service (NPS)
Alaska Regional Office
240 W. 5th Avenue
Anchorage, Alaska 99501
Telephone: (907) 644-3510

Note - Filings with any interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Officer, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 Providing this information with as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, the application may be rejected.

DATA COLLECTION STATEMENT

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certification for the use of Federal lands. The Federal agencies use this information to evaluate the applicant's proposal. The public is obligated to submit this form if they wish to obtain permission to use Federal lands.

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
	ATTACHED	FILED*
I - PRIVATE CORPORATIONS		
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
II - PUBLIC CORPORATIONS		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by item "i - f" and "i - g" above.	<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY - Limited Liability Company		
a. Articles of association, if any <i>"Articles of Organization" See Exhibits D1 & D2</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is <i>"Resolution" Exhibits E1 & E2</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other <i>"Members and Percentage..." Ex F.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by item "i - f" and "i - g" above.	<input type="checkbox"/>	<input type="checkbox"/>

*If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

NOTICES

Note: This applies to the Department of Agriculture/Forest Service (FS)

This information is needed by the Forest Service to evaluate the requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations or the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

BURDEN AND NONDISCRIMINATION STATEMENTS

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

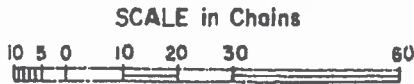
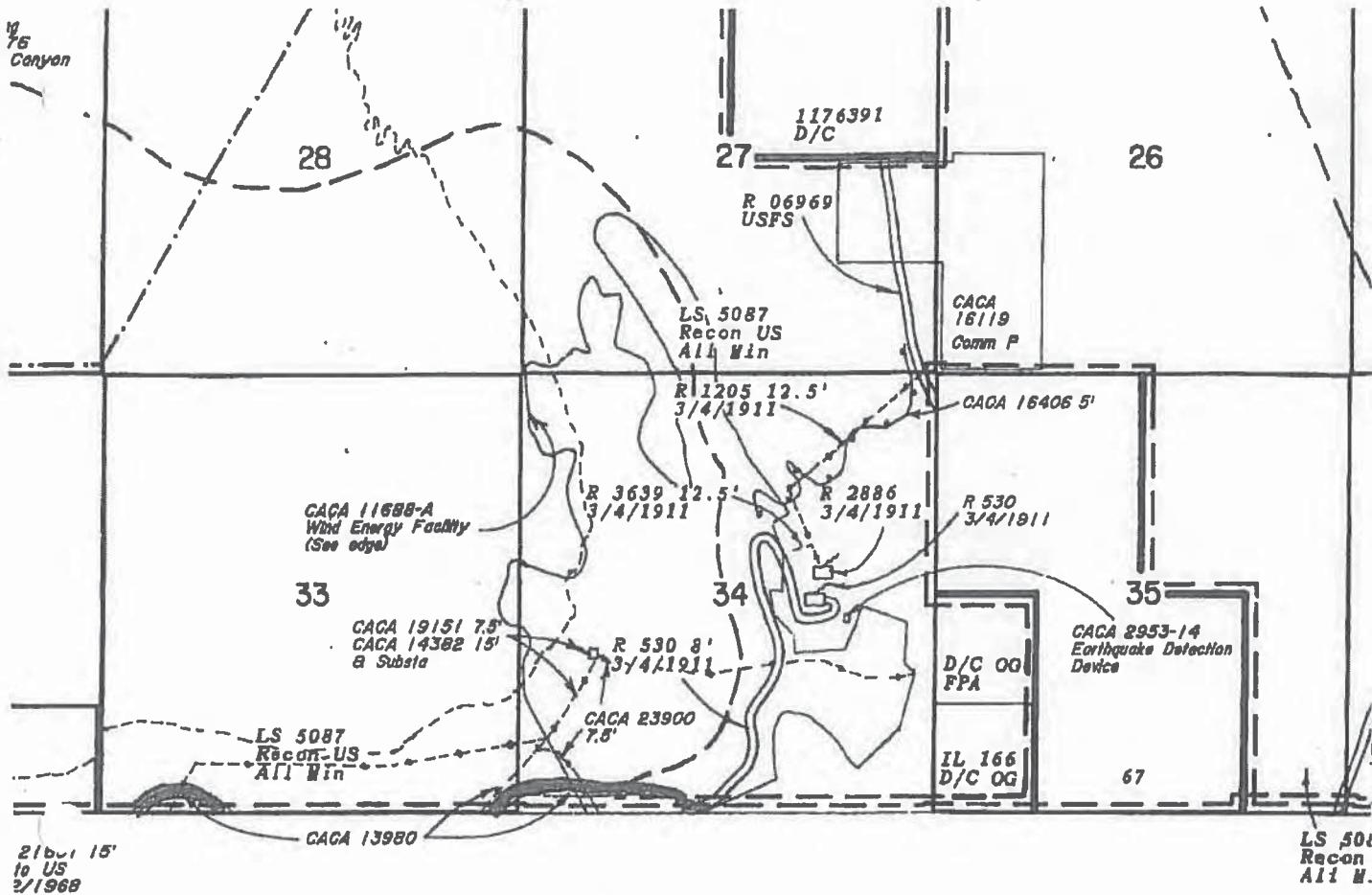
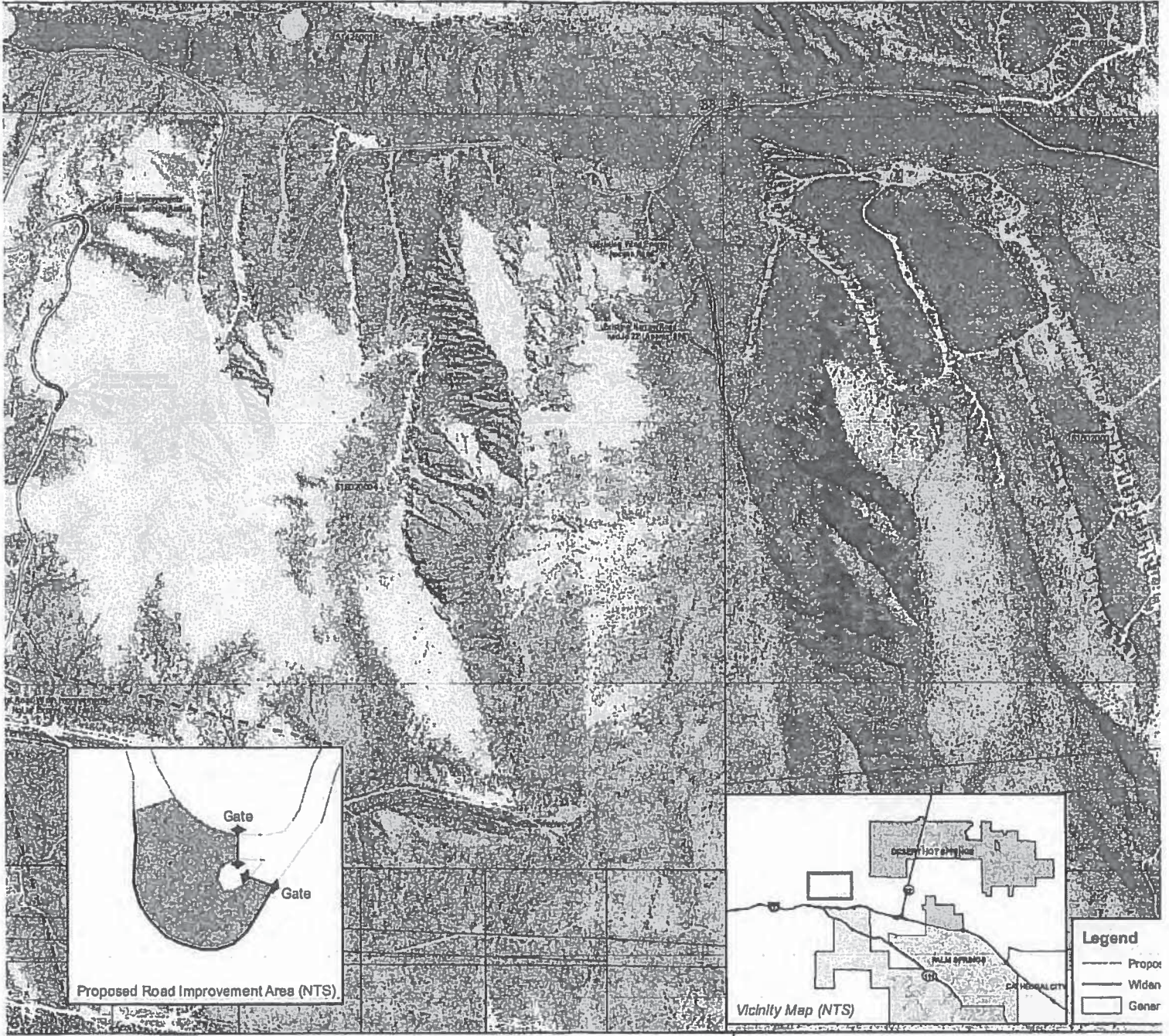


Exhibit C-2



Existing BLM ROW Grant Access Road Routing **Exhibit C-2**

1 Inch equals 750 feet

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

ENCROACHMENT PERMIT

Bureau of Land Management
Palm Springs - South Coast Resource Area
400 South Farrell Drive, Suite B-205
Palm Springs, CA 92262

Riverside, California

December 19 , 19 90

In compliance with your request of December 5 , 19 90
and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form

PERMISSION IS HEREBY GRANTED TO

construct, operate, and maintain one 16-foot wide access road across the District's right of way for Cottonwood Canyon Wash at approximate Station 91+00. All construction shall be performed in accordance with the plan labeled Cottonwood Canyon Wash Crossing, 1 sheet, prepared by ASL Consulting Engineers, as revised on November 28, 1990, and with the following:

All construction shall be performed in accordance with the appropriate provisions of the Standard Specifications for Public Works Construction, latest edition, unless otherwise stated below.

Prior to beginning construction, the Permittee or the contractor performing the work shall furnish a certificate of insurance with comprehensive liability limits of \$2,000,000 per occurrence, naming the Permittee, the District, the County of Riverside, and any municipal corporation within which the work is to be performed, as additional insured. This insurance shall remain in effect for the duration of the work.

Permittee's attention is called to all General and Special Provisions found on the reverse side of Sheet 1 of this permit. The District requires 5 days notice prior to commencing work. Notice may be given by calling the Permit section at 714/275-1279.

This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby. Performance of the work shall be deemed to be acceptance by the Permittee of all terms and conditions of this permit.

This permit shall be voided unless work herein contemplated shall have been completed before

June 30 , 19 91

District Drawing No. 6-181, Sheet 8

RECOMMENDED FOR APPROVAL:

By [Signature]
PERMIT ENGINEER

By [Signature]
CHIEF OF OPERATIONS

HLD:mcy

APPROVED:

[Signature]
KENNETH L. EDWARDS
CHIEF ENGINEER

Exhibit C-4

222516

When recorded return to:
United States Department
of the Interior
Bureau of Land Management
1900 E. Taboada-McCallum Way, Suite B-1
Palm Springs, CA 92262
Attn: Peter Kampenich

RECEIVED FOR RECORDING
AUG - 8 1988
OFFICE OF THE COUNTY CLERK
SHERMAN COUNTY, CALIFORNIA
P.O. Box 100
SHERMAN, CA 95969

NONEXCLUSIVE ROAD EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that for and in consideration of their goodwill and other valuable considerations,

Raynor Lazar and A. J. Lazar, husband and wife,

hereinafter called Grantor do hereby contribute, under the authority of Section 307 of the Federal Land Policy and Management Act of 1976 (43 USC 1737), to the UNITED STATES OF AMERICA, and its assigns, a nonexclusive easement to use, maintain, improve, repair and reconstruct an existing road located on the following described real property situated in the County of Riverside, State of California, to wit:

That portion of the east half of the Southeast Quarter of Section Five (5), Township Three South, Range Three East, S.R.S.M., contained within a strip of land being 100 feet in width, 30 feet on each side of the surveyed centerline, and providing access to lands owned by the U. S. Government and administered by the Department of Interior-Bureau of Land Management. Exhibit A dated July 25, 1988, attached hereto and made a part hereof, more properly denotes and describes the access location. The above described real property is denoted on Riverside County Assessor's records as Assessor's Parcel Number (APN) 517-030-003.

Provisions:

The easement herein contributed and granted is for the full use as a road by the UNITED STATES OF AMERICA, its permittees and licensees, and does not provide for the right of access for the public. It is subject to the effect of reservations and leases, if any, of oil, gas, and minerals in and under said land.

BLM agrees that the road located on the above described right-of-way shall be maintained in good repair during periods of use by the Grantor, its permittees or licensees.

222516

The Grantor reserves the right to use said road for purposes consistent with the uses made of said road by Grantor. However, in the event of simultaneous use of the road by both parties, the Grantor and Grantee shall enter into a cooperative road maintenance agreement, which will designate maintenance responsibilities. The party performing the road maintenance shall be entitled to collect the pro rata share of maintenance costs from the other party.

This easement shall commence on the first day of September, 1988 and continue in perpetuity.

Grantor covenants and warrants that they are lawfully seized and possessed of the land aforesaid and has the full right, power, and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances except as shown on record, and that they will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

The grantor acknowledges they are aware of Public Law 91-646 entitled "Uniform Relocation and Real Property Acquisition Policy's Act of 1970" and hereby waive and declines payment of full consideration in making this contribution to the United States of America.

Dated this 29 day of July, 1988
Raynor Lazar
Raynor Lazar
A. J. Lazar
A. J. Lazar

Accepted subject to approval of title by the Dept. of Justice by:

Leslie M. Coon
Leslie M. Coon, Area Manager
Indian Resource Area
Bureau of Land Management



STATE OF CALIFORNIA
COUNTY OF Riverside

On 7/27/88, 1988, before the undersigned, a Notary Public in and for said County and State, personally appeared Raynor Lazar and A. J. Lazar, proved to me on the basis of satisfactory evidence to be the persons whose names subscribed to this instrument and acknowledged to me that they executed it.

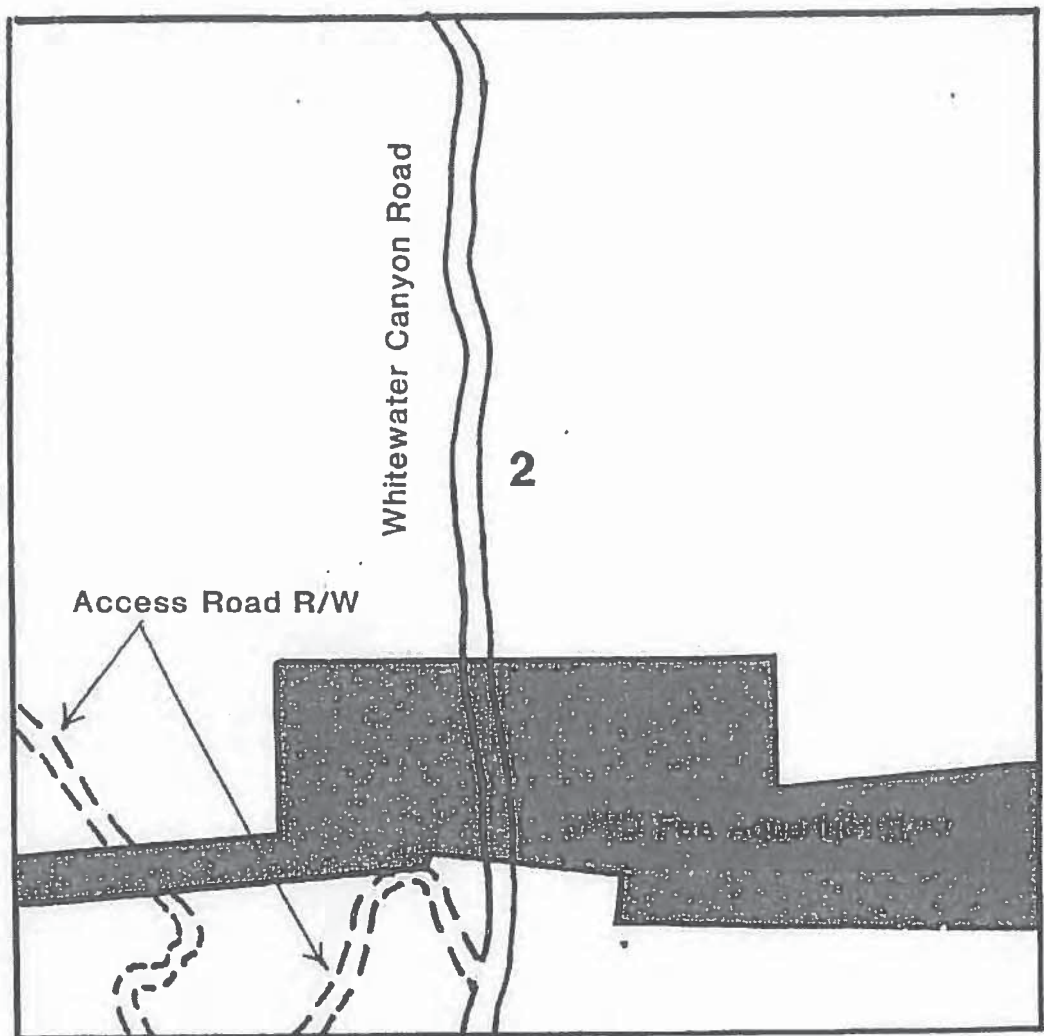
Notary's signature Steve H. Burns

Exhibit C-5

Exhibit A

CA 19103

Mark Technologies Corp.



T 3 S R 3 E SBBM

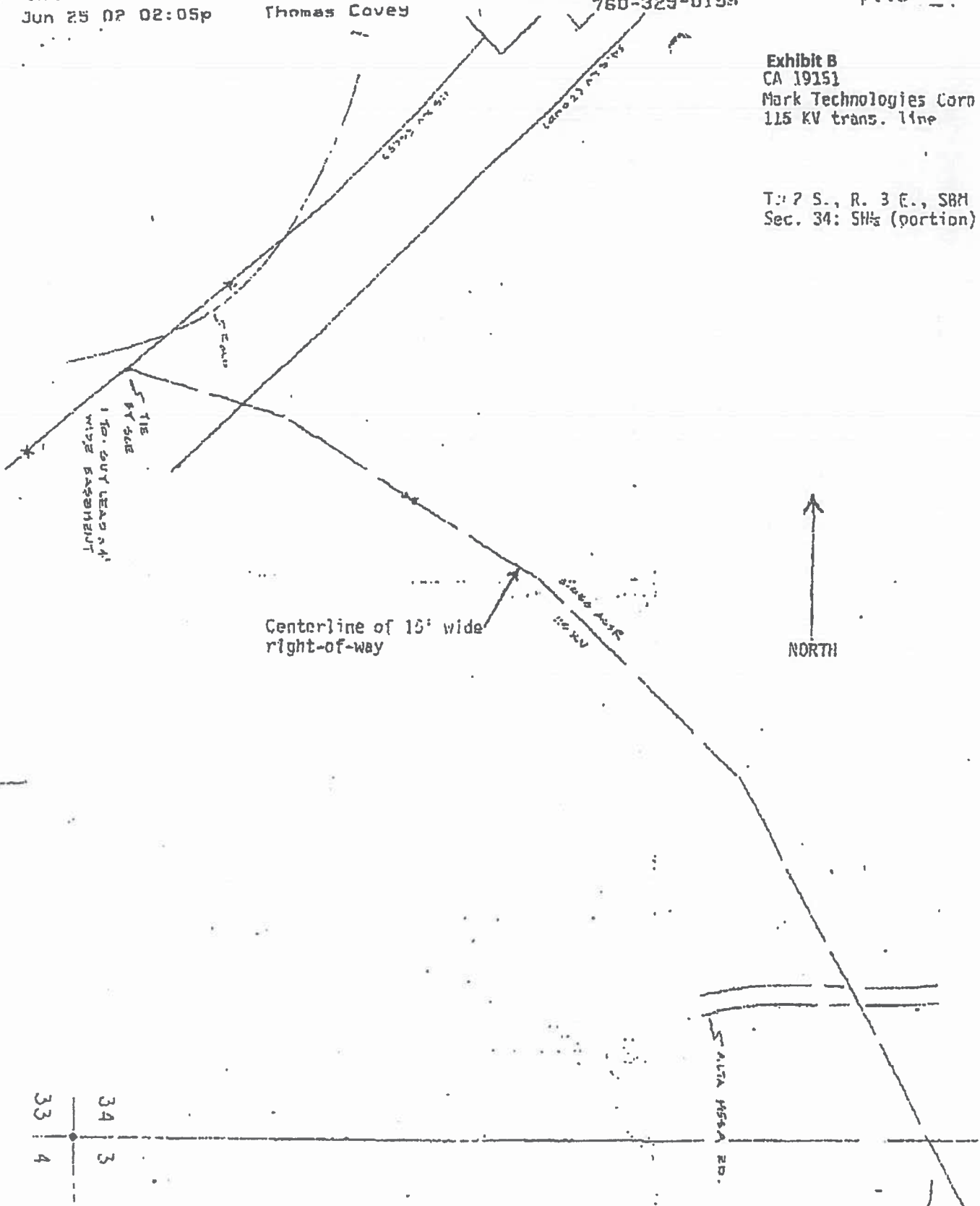
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07/03/2002 23:45 206-374-2496
Jun 25 02 02:05p Thomas Covey

skip/coudert bros 111111
TENDERLAND POWER CO
760-329-0194

12 / 17
PAGE 11
P. 11

Exhibit B
CA 19151
Mark Technologies Corp
115 KV trans. line

T: 7 S., R. 3 E., SBH
Sec. 34: SW 1/4 (portion)



33
34
4
3

PALM SPRINGS-SOUTH COAST FIELD OFFICE
 RIVERSIDE COUNTY
 SEC 15

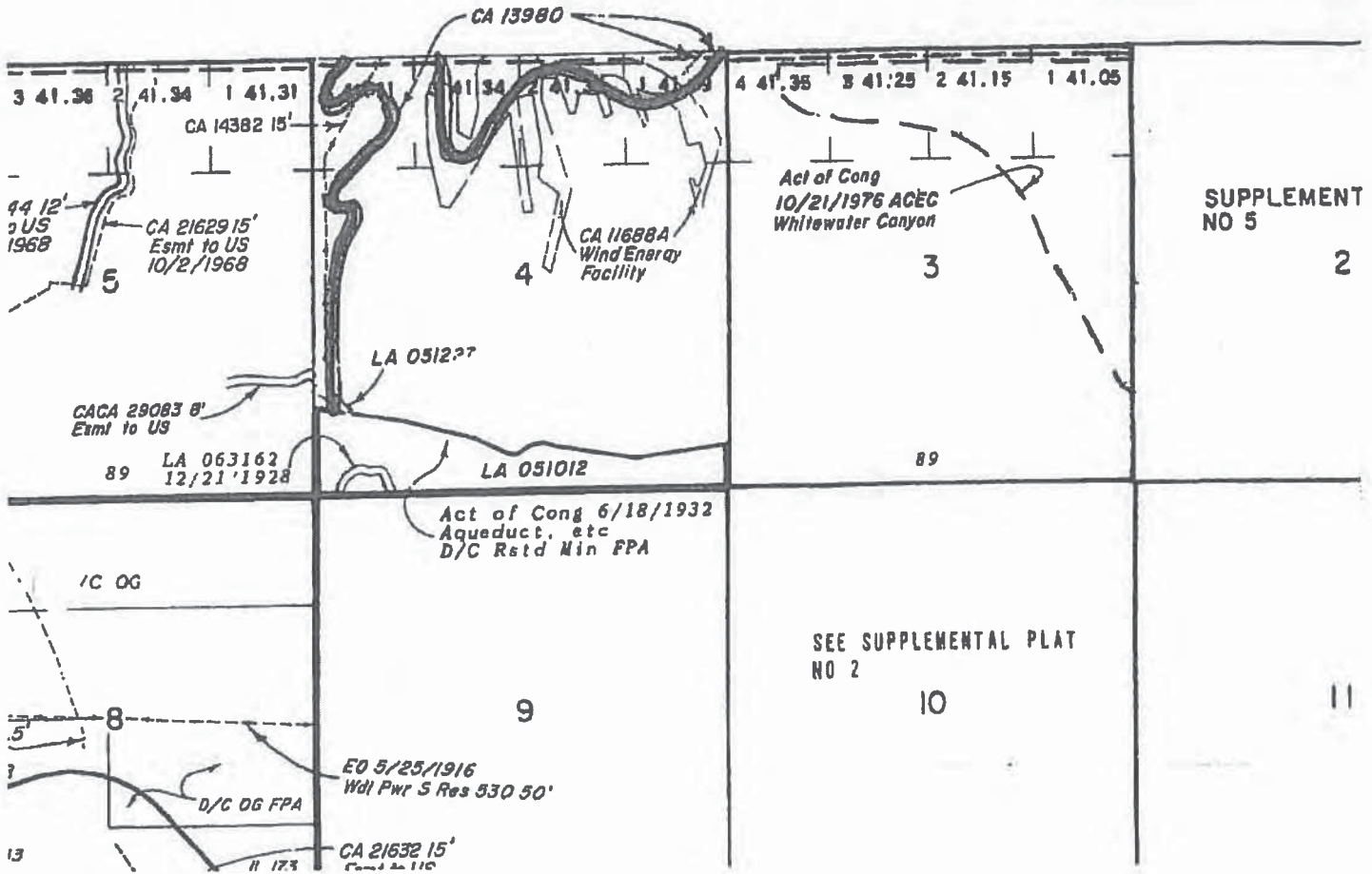


Exhibit C-1



**Secretary of State
Articles of Organization
Limited Liability Company (LLC)**

LLC-1

201628610004

IMPORTANT — Read Instructions before completing this form.

Filing Fee - \$70.00

Copy Fees - First plain copy free; Additional copies: First page \$1.00 & .50 for each attachment page; Certification Fee - \$5.00

Important! LLCs may have to pay an annual minimum \$800 tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

FILED *SK*
Secretary of State
State of California *65*
OCT 11 2016

1CC This Space For Office Use Only

1. Limited Liability Company Name (See Instructions – Must contain an LLC ending such as LLC or L.L.C. "LLC" will be added, if not included.)

Alta Mesa 640, LLC

2. Business Addresses

a. Initial Street Address of Designated Office in California - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
4020 Sierra College Blvd., #200	Rocklin	CA	95677
b. Initial Mailing Address of LLC, if different than Item 2a	City (no abbreviations)	State	Zip Code

3. Agent for Service of Process

Item 3a and 3b: If naming an individual, the agent must reside in California and Item 3a and 3b must be completed with the agent's name and complete California street address.
Item 3c: If naming a California Registered Corporate Agent, a current agent registration certificate must be on file with the California Secretary of State and Item 3c must be completed (leave Item 3a-3b blank).

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Donald	T.	Trowbridge	
b. Street Address (if agent is not a corporation) - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
4020 Sierra College Blvd., #200	Rocklin	CA	95677
c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 3a or 3b			

4. Management (Select only one box)

The LLC will be managed by:

One Manager More than One Manager All LLC Member(s)

5. Purpose Statement (Do not alter Purpose Statement)

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

6. The information contained herein, including in any attachments, is true and correct.

[Handwritten Signature]

Donald T. Trowbridge

Organizer sign here

Print your name here



I hereby certify that the foregoing transcript of _____ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

OCT 12 2016 65

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State

ALTA MESA 640, LLC

a California Limited Liability Company

MEMBERS AND PERCENTAGE INTERESTS

Member's Name and Address	Member's Membership Interest
Martin A. Harmon Trustee of the Crosswinds Trust established August 6, 1992 4020 Sierra College Blvd., Ste. 200 Rocklin, CA 95677	60.00%
Mohammed Koya P O Box 2492 Elk Grove, CA 95759	30.00%
Matthew E. Harmon 4020 Sierra College Blvd., Ste. 200 Rocklin, CA 95677	10.00%
TOTALS	100.00%

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE TO PROCEED

Certified/Registered Mail; Return Receipt Requested

Mark Technologies Corporation
711 Van Ness Avenue
San Francisco, CA 94102

Issuing Office

Indio Resource Area

Date

9/23/88

Contract or Right-of-Way number

CA-19103

Contract or Right-of-Way name

NOTICE

Use Certified or Registered mail, or hand deliver. Send or give original to Contractor or Right-of-Way Grantee. Distribute other copies as indicated after receipt date.

You are hereby notified to proceed with work covered by the above-referenced contract. Performance time allowed in the contract will begin on the day following the date you receive this notice, as shown on the postal mail return receipt or by your signature below, if delivered in person.

Alice Vigil, is

designated as Project Inspector for the Contract or Compliance Officer for Right-of-Way Grant.

This Notice-To-Proceed allows for the construction, use and maintenance of access road located in T. 3 S., R. 3 E., Section 2: SW $\frac{1}{4}$, near Whitewater Canyon.

This Notice is subject to the terms and conditions of R/W Grant CA-19103, and the special stipulations attached to CA-060-TU8-195.



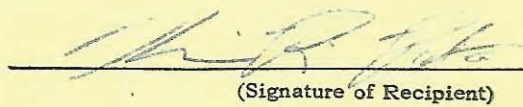
(Contracting Officer's Authorized Representative)

**BLM REPRESENTATIVE COMPLETES
WHEN NOTICE IS DELIVERED BY MAIL**

Notice to Proceed received on the _____ day of _____, 19

**CONTRACTOR'S OR RIGHT-OF-WAY GRANTEE'S ACKNOWLEDGMENT
WHEN NOTICE IS DELIVERED IN PERSON**

9/23/88
(Date)


(Signature of Recipient)

Kevin R. [unclear]
(Name and Title)

Mark Technologies Corporation
(Firm Name)



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Indio Resource Area
1900 Tahquitz-McCallum, Suite B-1
Palm Springs, California 92262

2800
CA-19103
(C-066.21)

RIGHT-OF-WAY

SECTION A

1. There is hereby granted, pursuant to Title V of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1761), a nonexclusive, nonpossessory right-of-way to:

Mark Technologies Corporation
711 Van Ness Avenue
San Francisco, CA 94102

MTP 1/27/87 LSBL HP/ACQ HL
 MIN LOC OTHER SR DATE
 1/28/87

In case of change of address, the holder shall immediately notify the authorized officer.

2. To use, subject to terms and conditions set out below, the following described Public Land:

T. 3S., R. 3E., S.B.M.
Sec. 2: portion as shown on Exhibit A

3. Description of the right-of-way facility and purpose:

The right-of-way grants permission to construct, use and maintain an access road across public land. The right-of-way is 20 feet in total width, and approximately 3,000 feet in length, containing 1.4 acres more or less. The road will provide access to a private wind park (WECS Permit #71), near Whitewater, Riverside County, California.

A map showing the location of the right-of-way over the above described public land is attached hereto as Exhibit "A" and made a part hereof.

TERMS AND CONDITIONS

SECTION B

1. The right-of-way holder agrees to comply with all the applicable regulations contained in 43 CFR 2800.

RECEIVED

FEB 3 1986

MARK TECHNOLOGIES CORPORATION

2. If the right-of-way holder violates any of the terms and conditions to this grant, the authorized officer, after giving written notice may declare the grant terminated.
3. This grant is subject to all valid rights existing on the effective date of this grant.
4. There is reserved to the authorized officer, the right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant.
5. The right-of-way shall be relinquished to the United States if the authorized uses are no longer needed.
6. The Holder shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this grant. The Holder shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1, of any calendar year that covers the proposed activities for the next fiscal year. Emergency use of pesticide may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.
7. This grant may be assigned to another, provided the Holder obtains written approval from the Authorized Officer.
8. In consideration of these uses, the Holder shall pay rental to the Bureau of Land Management, the sum of twenty-five dollars for 5 years or \$5 per year. The grant is made subject to a rental determination at a later date and any additional rental that is determined to be due as the result of the rental determination shall be paid upon request.
9. This right-of-way grant shall terminate two (2) years from the effective date of this grant unless prior hereto it is relinquished, abandoned, terminated, or otherwise modified pursuant to the terms and conditions of this grant or of any applicable Federal law or regulation. This grant shall terminate should the Bureau of Land Management issue

to Mark Technologies Corporation a right-of-way for alternate access not presently available. This right-of-way grant may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal, and such other terms and conditions deemed necessary to protect the public interest.

10. The Holder agrees not to exclude any person from participating in employment or procurement activity connected with this grant on the grounds of race, creed, color, national origin, and sex, and to ensure against such exclusion, the Holder further agrees to develop and submit to the proper reviewing official specific goals and timetables with respect to minority and female participation in employment and procurement activity connected with this grant. The Holder will take affirmative action to utilize business enterprises owned and controlled by minorities or women in its procurement practices connected with this grant. Affirmative action will be taken by the Holder to assure all minorities or women applicants full consideration of all employment opportunities connected with this grant.

The Holder also agrees to post in conspicuous places on its premises which are available to contractors, subcontractors, employees, and other interested individuals, notices which set forth equal opportunity terms; and to notify interested individuals, such as bidders, contractors, purchasers, and labor unions or representatives of workers with whom it has collective bargaining agreements, of the Company's equal opportunity obligations.

11. This grant is subject to review at the end of ²~~20~~ ^{years} from the date of this grant, and at regular intervals thereafter not to exceed 10 years.
12. A bond in the amount of \$2,000.00 will be required under 43 CFR 2803.1-3 to guarantee reclamation and adherence to right-of-way stipulations. The bond shall be executed by an approved surety, or the Holder may deposit the said amount in cash or negotiable securities of the United States with the Bureau of Land Management.
13. No construction within the right-of-way will be allowed until a Notice to Proceed with the construction has been issued, pursuant to 43 CFR 2803.2(a).
14. The right-of-way herein granted is subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States.

15. Compliance will be in accordance with the terms and conditions as specified herein.

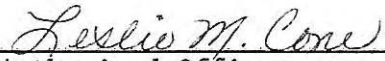
SECTION C

The effective date of this right-of-way grant is the date of execution by the Authorized Officer.

The undersigned agrees to the terms and conditions of this right-of-way grant:

The right-of-way grant is executed this 18 day of September, 1986


Signature


Authorized Officer

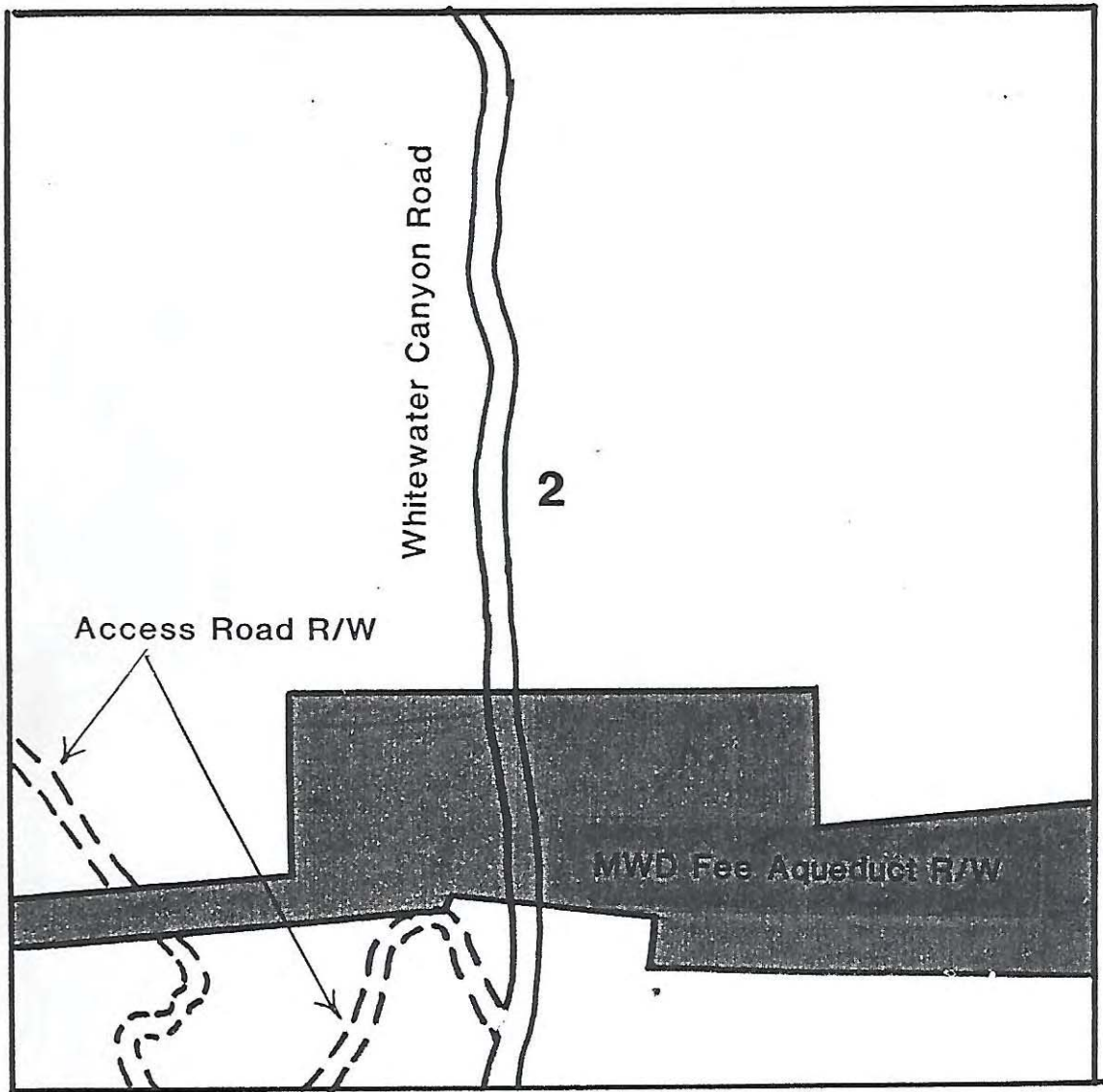
Corporate Administrative Manager
Title

Area Manager
Title

Exhibit A

CA 19103

Mark Technologies Corp.



T 3 S R 3 E SBBM



United States Department of the Interior
BUREAU OF LAND MANAGEMENT

Palm Springs South Coast Field Office
1201 Bird Center Drive
Palm Springs, CA 92262
www.blm.gov/california



In Reply Refer To:

2807(P)
CACA-19103
CACA-19151
CACA-53303
CAD 066.63

AUG 15 2018

Alta Mesa 640, LLC
Attn: Mohammed F. Koya
4020 Sierra College Blvd. Suite 200
Rocklin, CA 95677

Dear Mohammed Koya;

On May 17, 2018, the Bureau of Land Management (BLM), Palm Springs-South Coast Field, Office received your Application for Transmission and Utility Systems and Facilities on Federal Lands (Standard Form 299). Your application to assign the current right-of-way (ROW) grants CACA-19103, CACA-19151, and CACA-53303 to Alta Mesa 640, LLC.

Your application has been added to our realty queue for processing, according to the date it was received. Unfortunately, due to the current workload and limited staff to process applications, there is a large backlog, which may cause an extended period of time before we can begin processing your application. Please be patient with us, and we will reach out to you once we initiate action on the application. Your current ROW will remain in effect until the time that we are able to process the renewal.

If you have any questions, please contact Chelsea Collins, Realty Specialist, at (760) 833-7150.

Sincerely,

Douglas J. Herrema, J.D.
Field Manager

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page**

Run Date/Time: 3/28/2018 11:22 AM

Page 1 Of 2

01 10-21-1976;090STAT2776;43USC1761
Case Type 281001: ROW-ROADS
Commodity 971: NON-ENERGY FACILITIES
Case Disposition: AUTHORIZED

Total Acres:
1.400

Serial Number
CACA 019103

Serial Number: CACA-- - 019103

Name & Address

Int Rel

% Interest

MARK TECHNOLOGIES CORP	150 E 4TH ST STE 500	CINCINNATI	OH	452024181	HOLDER/BILLEE	100.000000000
------------------------	----------------------	------------	----	-----------	---------------	---------------

Serial Number: CACA-- - 019103

Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
27	0030S	0030E	002	ALIQ			NWSW;	PALM SPRINGS/S COAST FLD	RIVERSIDE	BUREAU OF LAND MGMT
27	0030S	0030E	002	LOTS			6,7;	PALM SPRINGS/S COAST FLD	RIVERSIDE	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: CACA-- - 019103

Serial Number: CACA-- - 019103

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
05/23/1986	124	APLN RECD	ACCESS ROAD	
08/27/1986	911	REPORT RECEIVED	LAND REPT SIGNED	
09/15/1986	392	MONIES RECEIVED	\$25.00;	
09/18/1986	307	ROW GRANTED-ISSUED	R/W GRANTED 2YRS	
09/18/1986	502	LENGTH IN FEET	3000.0;	
09/18/1986	504	WIDTH IN FEET (TOTAL)	20;	
09/23/1986	042	CASE SENT TO	CDD	
10/02/1986	042	CASE SENT TO	SO T&R	
01/27/1987	600	RECORDS NOTED		
05/08/1988	314	RENEWAL APLN FILED		
05/08/1988	392	MONIES RECEIVED	\$125.00;	
08/07/1988	308	ROW RENEWED	10YRS	
08/07/1988	315	RENTAL RATE DET/ADJ		
08/17/1988	314	RENEWAL APLN FILED	GRANT RENEWED	
09/14/1988	376	BOND FILED	\$2000.00;RECLAM BOND	
12/05/1989	974	AUTOMATED RECORD VERIF	GT	
01/14/1994	111	RENTAL RECEIVED	\$91.00;	
03/26/1998	104	ADDTL INFO RQSTD	MR. SKIMORE	
09/16/1999	308	ROW RENEWED	MARK TECHNOLOGIES	

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page**

Run Date/Time: 3/28/2018 11:22 AM

Page 2 Of 2

Serial Number: CACA-- - 019103

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
07/26/2000	114	AMEND/CORR APLN RECD		
10/18/2000	116	AMENDMENT APPV		
05/03/2001	111	RENTAL RECEIVED	\$98.28; 5YRS	
04/01/2003	974	AUTOMATED RECORD VERIF	MTP ONLY	
04/04/2006	111	RENTAL RECEIVED	\$87.55; 5YRS	
04/04/2006	111	RENTAL RECEIVED	\$25.00;1	
09/17/2010	974	AUTOMATED RECORD VERIF	ARRA VERIFIED;	
01/14/2011	111	RENTAL RECEIVED	\$447.79;1	
01/18/2011	111	RENTAL RECEIVED	\$403.01;1	
07/22/2011	111	RENTAL RECEIVED	\$44.57;1	
01/01/2012	097	NEXT BILLING DATE		
01/25/2012	111	RENTAL RECEIVED	\$365.03;1	
01/25/2012	111	RENTAL RECEIVED	\$456.30;1	
03/13/2012	111	RENTAL RECEIVED	\$91.26;1	
07/15/2013	111	RENTAL RECEIVED	\$929.94;1	
12/30/2013	111	RENTAL RECEIVED	\$947.60;1	
12/29/2014	111	RENTAL RECEIVED	\$965.61;1	
01/15/2016	111	RENTAL RECEIVED	\$613.14;1	
12/31/2025	763	EXPIRES		

Serial Number: CACA-- - 019103

Line Number	Remark Text
0001	\$2000 RECLAMATION BOND IN SUSPENSE

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

Run Date/Time: 3/28/2018 10:59 AM

Page 1 Of 1

01 10-21-1976;090STAT2776;43USC1761
Case Type 281001: ROW-ROADS
Commodity 971: NON-ENERGY FACILITIES
Case Disposition: PENDING

Total Acres:
2.000

Serial Number
CACA 052630

Serial Number: CACA-- - 052630

Name & Address

Int Rel

% Interest

MARK TECHNOLOGIES CORP	150 E 4TH ST STE 500	CINCINNATI	OH	452024181	APPLICANT	100.000000000
------------------------	----------------------	------------	----	-----------	-----------	---------------

Serial Number: CACA-- - 052630

Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
27	0020S	0030E	034	ALIQ			S2SW;	PALM SPRINGS/S COAST FLD	RIVERSIDE	BUREAU OF LAND MGMT
27	0030S	0030E	004	ALIQ			N2,SW;	PALM SPRINGS/S COAST FLD	RIVERSIDE	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: CACA-- - 052630

Serial Number: CACA-- - 052630

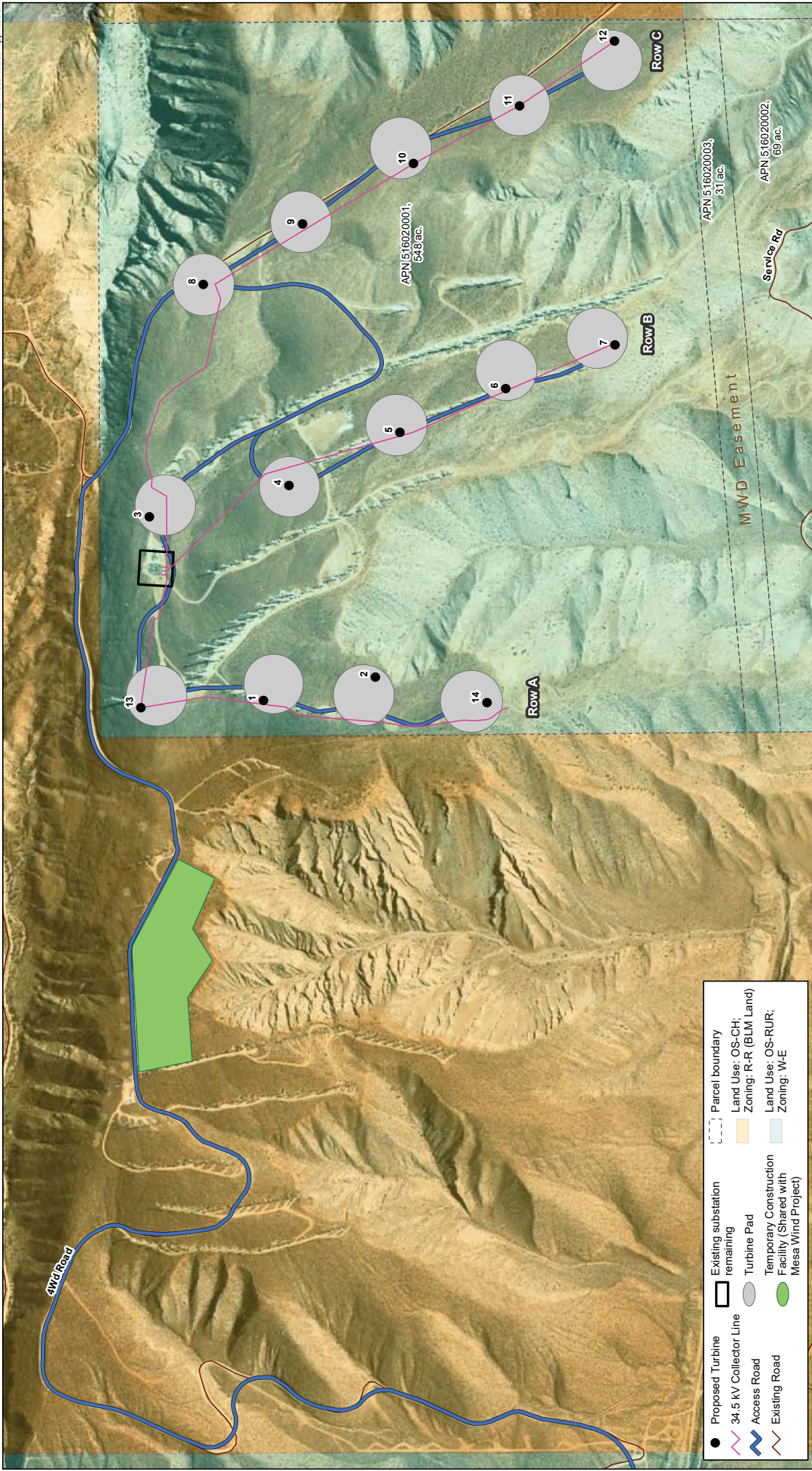
Act Date	Act Code	Action Txt	Action Remarks	Pending Off
11/08/2010	124	APLN RECD		
01/13/2012	106	MONIES REQUESTED	\$7123.19;	
01/23/2012	971	COST RECOV (PROC) RECD	\$7123.19;1	

Serial Number: CACA-- - 052630

Line Number	Remark Text
0001	ACCESS ROAD
0002	SEE CACA 53303 STROW REPLACED THIS FILE,

Section 4

WECS Site Plan Exhibits



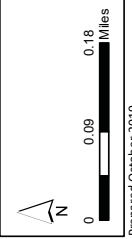
●	Proposed Turbine	---	Parcel boundary
—	34.5 KV Collector Line	□	Existing substation remaining
—	Access Road	○	Turbine Pad
—	Existing Road	○	Temporary Construction Facility (Shared with Mesa Wind Project)
—		—	Land Use: OS-CH; Zoning: R-R (BLM Land)
—		—	Land Use: OS-RUP; Zoning: W-E

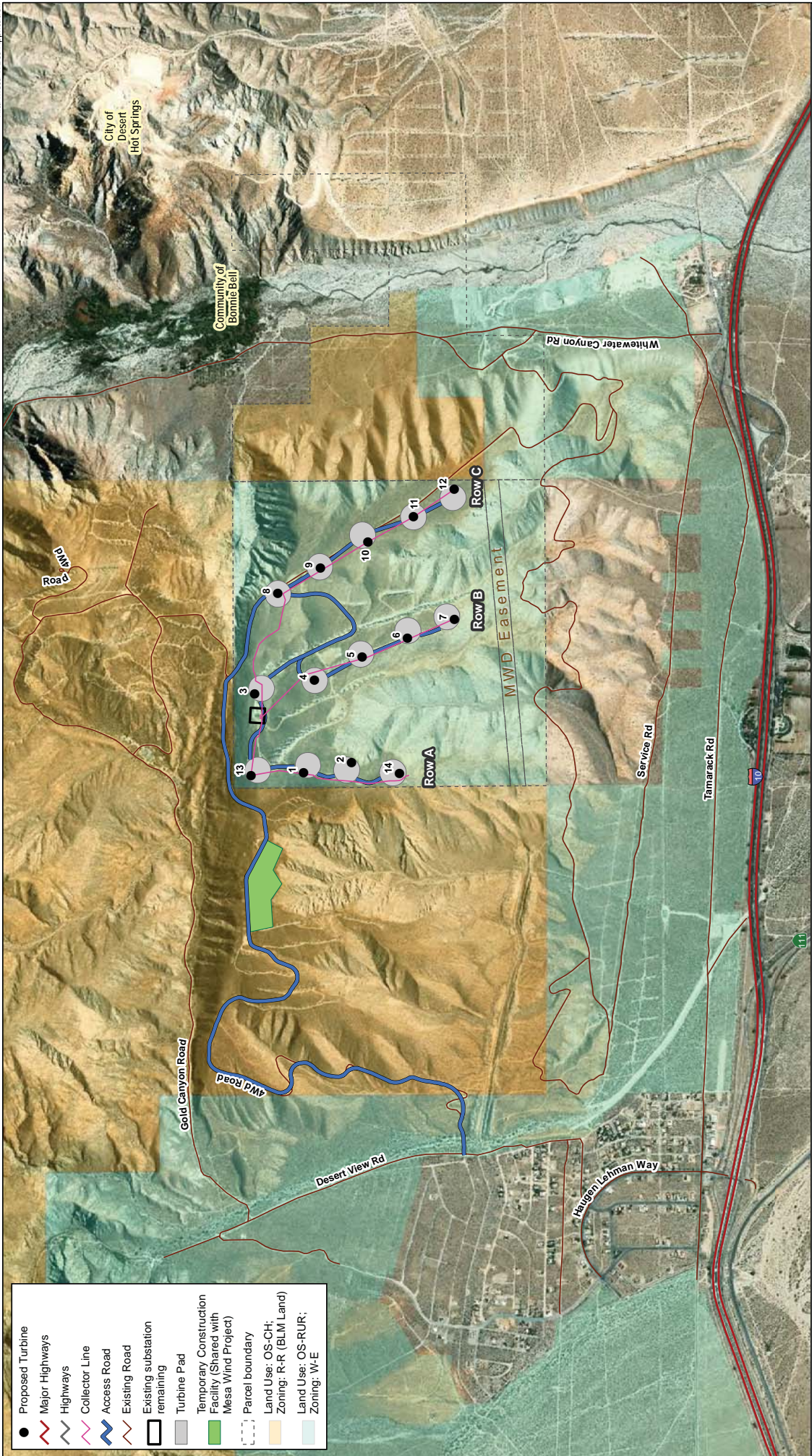
Brookfield Renewable Energy
 Jonathan Kirby
 6703 Oak Creek Rd.
 Mojave, CA 93501
 213-955-9002
 Jonathan.Kirby@brookfieldrenewable.com

Alta Mesa 640, LLC
 Mohammed Koya
 4020 Sierra College Boulevard, #200
 Rocklin, CA 95677
 916-628-3064
 mikoya@hotmail.com

Exhibit Preparer:
 Aspen Environmental Group
 Emily Capello
 415-696-5312
 ecapello@aspeneq.com

Commercial WECS Exhibit 1a.
Site Plan





- Proposed Turbine
- ▬ Major Highways
- ▬ Highways
- ▬ Collector Line
- ▬ Access Road
- ▬ Existing Road
- ▬ Existing substation remaining
- ▬ Turbine Pad
- ▬ Temporary Construction Facility (Shared with Mesa Wind Project)
- ▬ Parcel boundary
- ▬ Land Use: OS-CH; Zoning: R-R (BLM Land)
- ▬ Land Use: OS-RUR; Zoning: W-E

Commercial WECS Exhibit 1b.
Site Plan

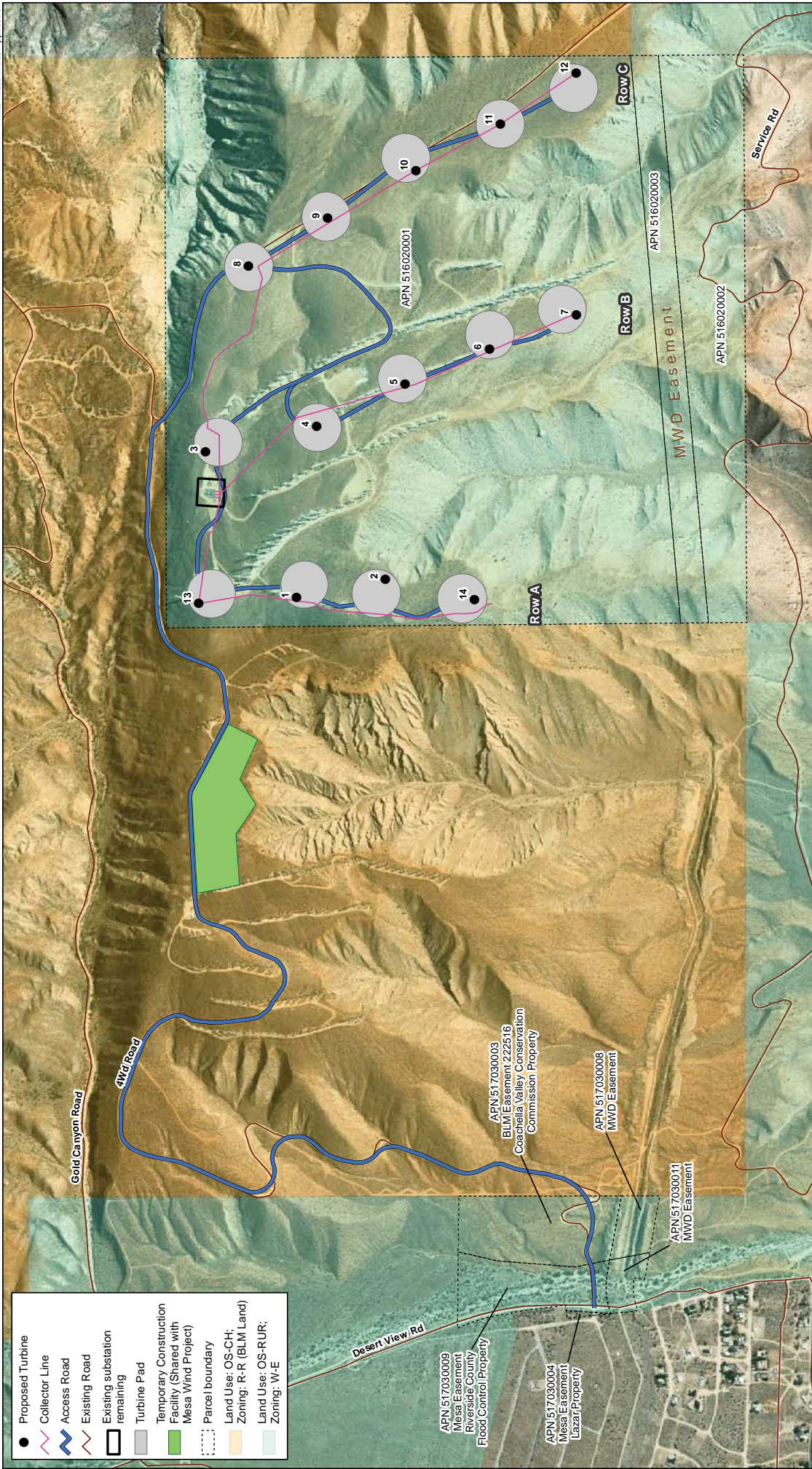
Brookfield Renewable Energy
 Jonathan Kirby
 6703 Oak Creek Rd.
 Mojave, CA 93501
 213-955-9002
 Jonathan.Kirby@brookfieldrenewable.com

Alta Mesa 640, LLC
 Mohammed Koya
 4020 Sierra College Boulevard, #200
 Rocklin, CA 95677
 916-628-3064
 mikoya@hotmail.com

Exhibit Preparer:
 Aspen Environmental Group
 Emily Capello
 415-696-5312
 ecapello@aspeneq.com

0 0.2 0.4 Miles

Prepared October 2019



●	Proposed Turbine
—	Collector Line
—	Access Road
—	Existing Road
—	Existing substation remaining
—	Turbine Pad
—	Temporary Construction Facility (Shared with Mesa Wind Project)
—	Parcel boundary
—	Land Use: OS-CH; Zoning: R-R (BLM Land)
—	Land Use: OS-RUR; Zoning: W-E

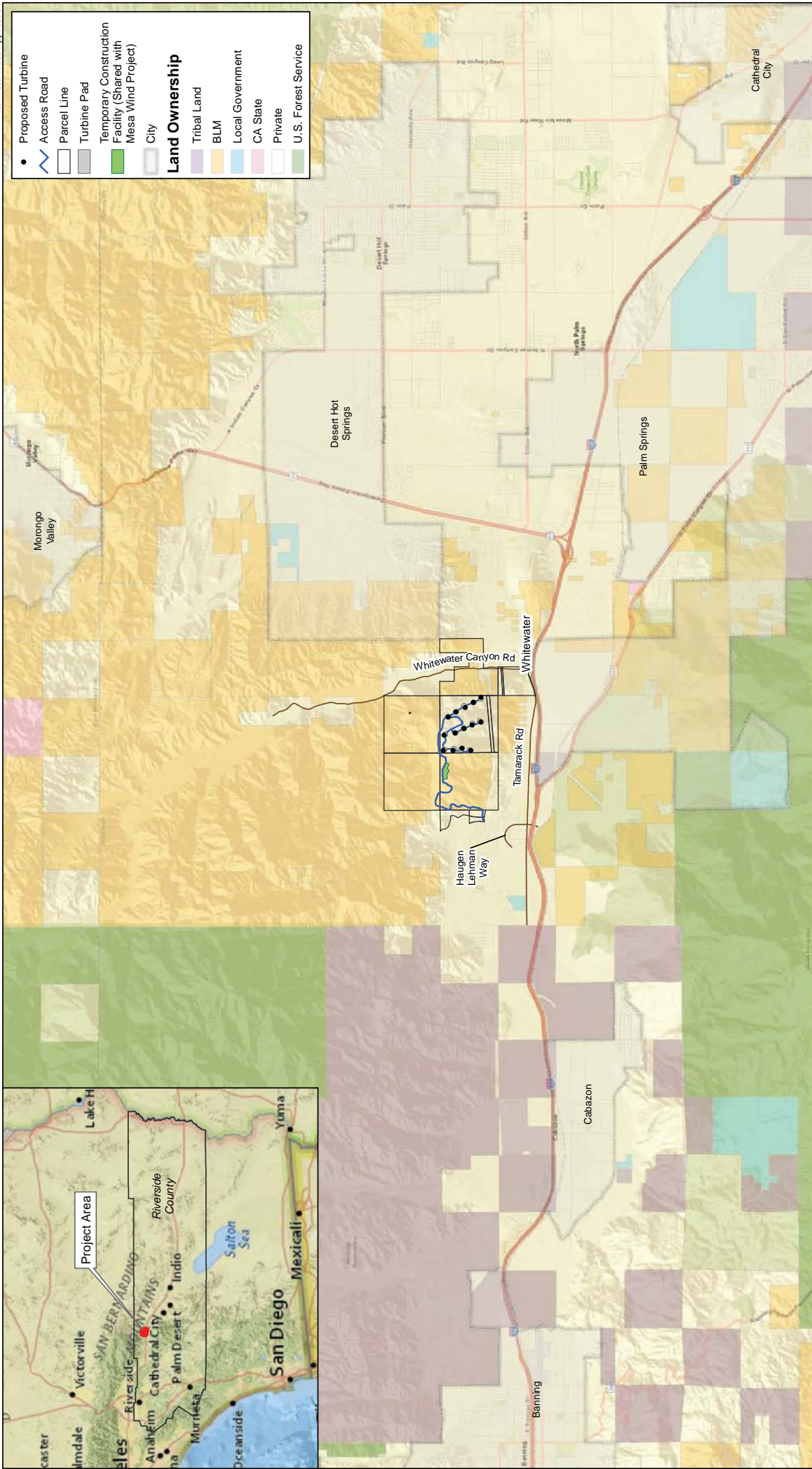
Brookfield Renewable Energy
 Jonathan Kirby
 6703 Oak Creek Rd.
 Mojave, CA 93501
 213-955-9002
 Jonathan.Kirby@brookfieldrenewable.com

Alta Mesa 640, LLC
 Mohammed Koya
 4020 Sierra College Boulevard, #200
 Rocklin, CA 95677
 916-628-3064
 mikoya@hotmail.com

0 0.1 0.2 Miles

Exhibit Preparer:
Aspen Environmental Group
 Emily Capello
 415-696-5312
 ecapello@aspeneq.com

Commercial WECS Exhibit 1c.
Access Road Easements



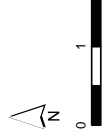
- Proposed Turbine
 - Access Road
 - ▭ Parcel Line
 - ▭ Turbine Pad
 - ▭ Temporary Construction Facility (Shared with Mesa Wind Project)
 - ▭ City
- Land Ownership**
- ▭ Tribal Land
 - ▭ BLM
 - ▭ Local Government
 - ▭ CA State
 - ▭ Private
 - ▭ U.S. Forest Service

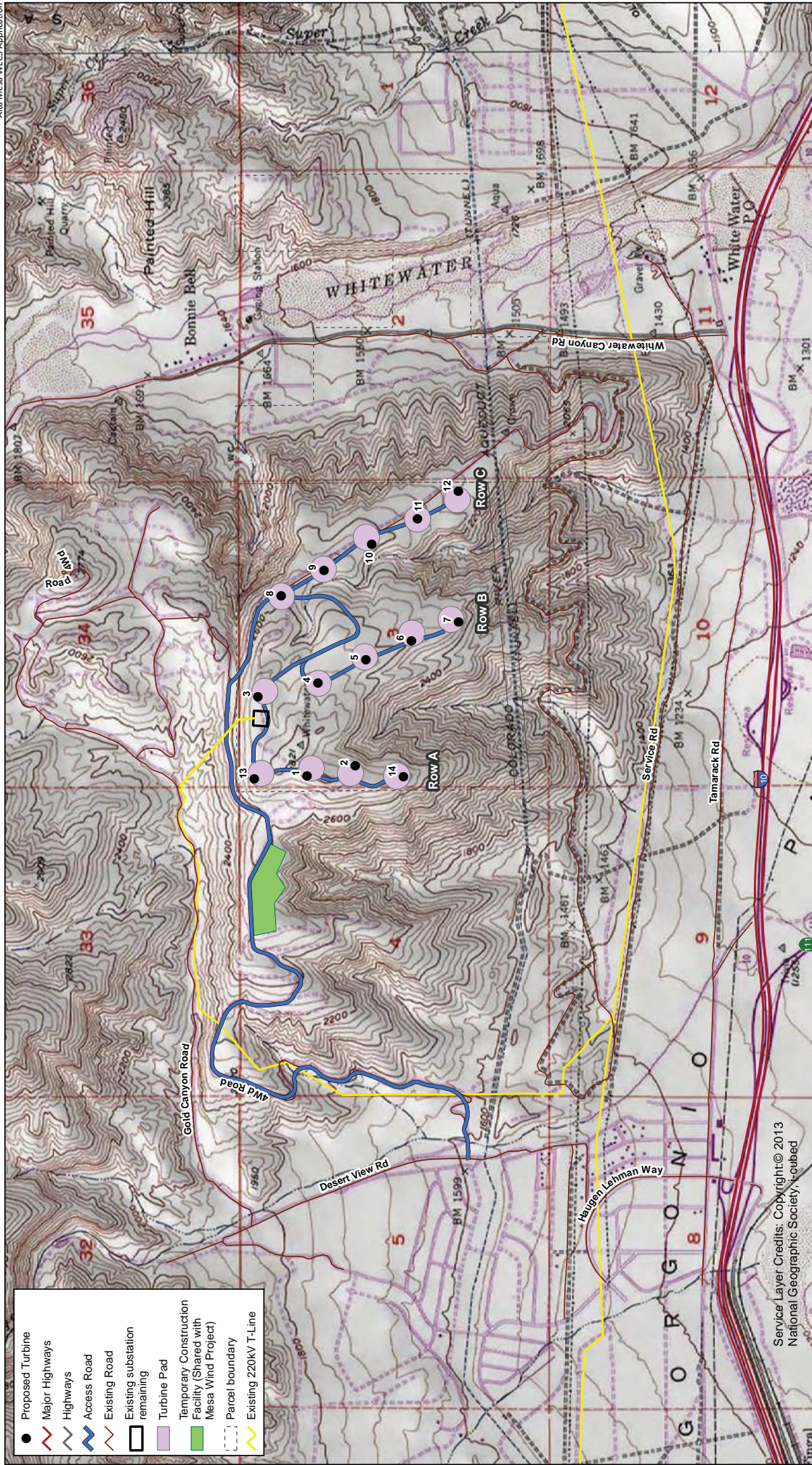
Commercial WECS Exhibit 2.
Vicinity Map

Exhibit Preparer:
Aspen Environmental Group
Emily Capello
415-696-5312
ecapello@aspeneq.com

Alta Mesa 640, LLC
Mohammed Koya
4020 Sierra College Boulevard, #200
Rocklin, CA 95677
916-628-3064
mikoya@hotmail.com

Brookfield Renewable Energy
Jonathan Kirby
6703 Oak Creek Rd.
Mojave, CA 93501
213-955-9002
Jonathan.Kirby@brookfieldrenewable.com





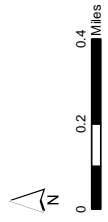
- Proposed Turbine
- ▬ Major Highways
- ▬ Highways
- ▬ Access Road
- ▬ Existing Road
- ▬ Existing substation remaining
- ▬ Turbine Pad
- ▬ Temporary Construction Facility (Shared with Mesa Wind Project)
- ▬ Parcel boundary
- ▬ Existing 220kV T-Line

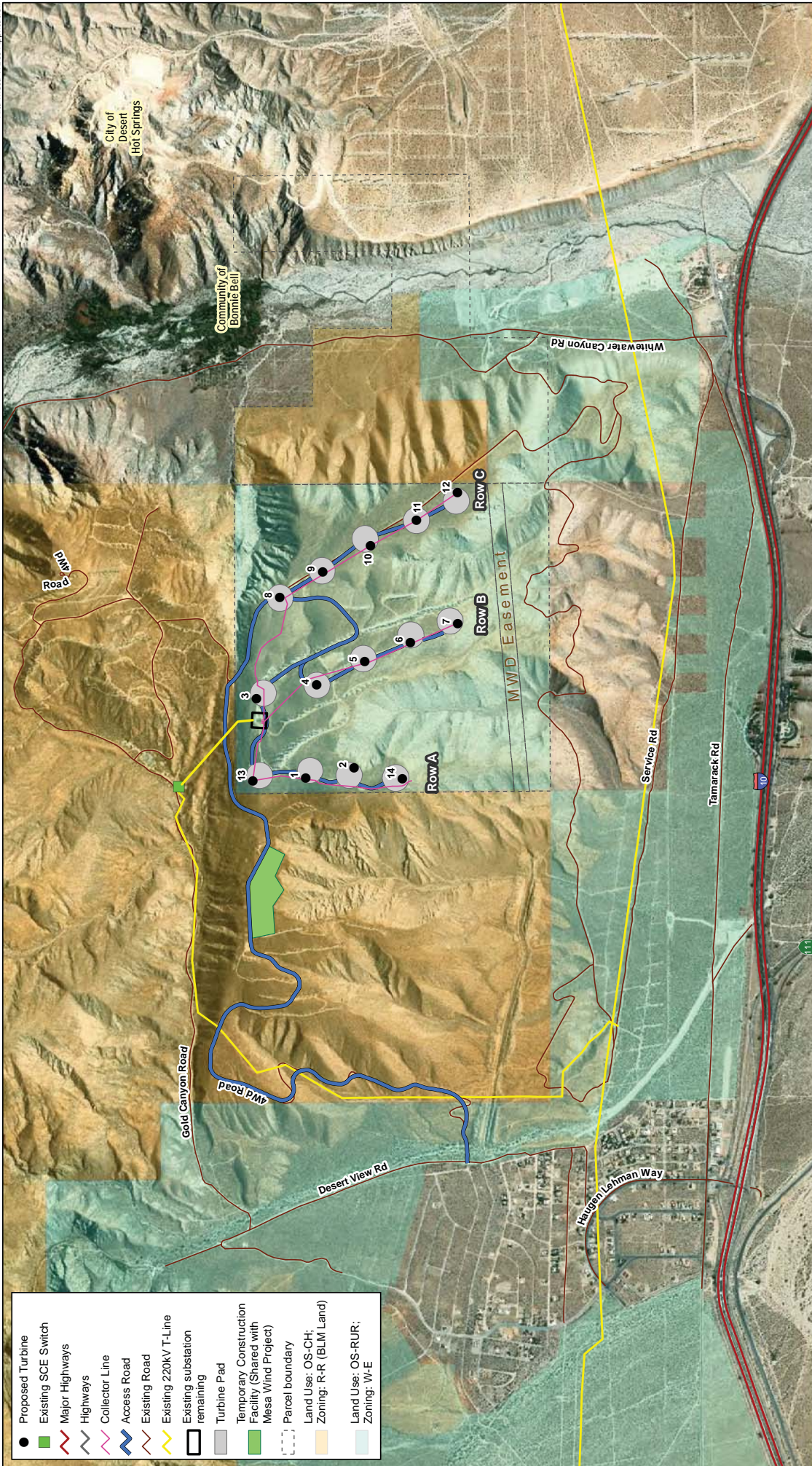
Service Layer Credits: Copyright © 2013 National Geographic Society, Incubed

Brookfield Renewable Energy
 Jonathan Kirby
 6703 Oak Creek Rd.
 Mojave, CA 93501
 213-955-9002
 Jonathan.Kirby@brookfieldrenewable.com

Alta Mesa 640, LLC
 Mohammed Koya
 4020 Sierra College Boulevard, #200
 Rocklin, CA 95677
 916-628-3064
 mikoya@hotmail.com

Exhibit Preparer:
 Aspen Environmental Group
 Emily Capello
 415-696-5312
 ecapello@aspengroup.com





●	Proposed Turbine
■	Existing SCE Switch
—	Major Highways
—	Highways
—	Collector Line
—	Access Road
—	Existing Road
—	Existing 220kV T-Line
□	Existing substation remaining
■	Turbine Pad
■	Temporary Construction Facility (Shared with Mesa Wind Project)
—	Parcel boundary
—	Land Use: OS-CH;
—	Zoning: R-R (BLM Land)
—	Land Use: OS-RUR;
—	Zoning: W-E

Brookfield Renewable Energy
 Jonathan Kirby
 6703 Oak Creek Rd.
 Mojave, CA 93501
 213-955-9002
 Jonathan.Kirby@brookfieldrenewable.com

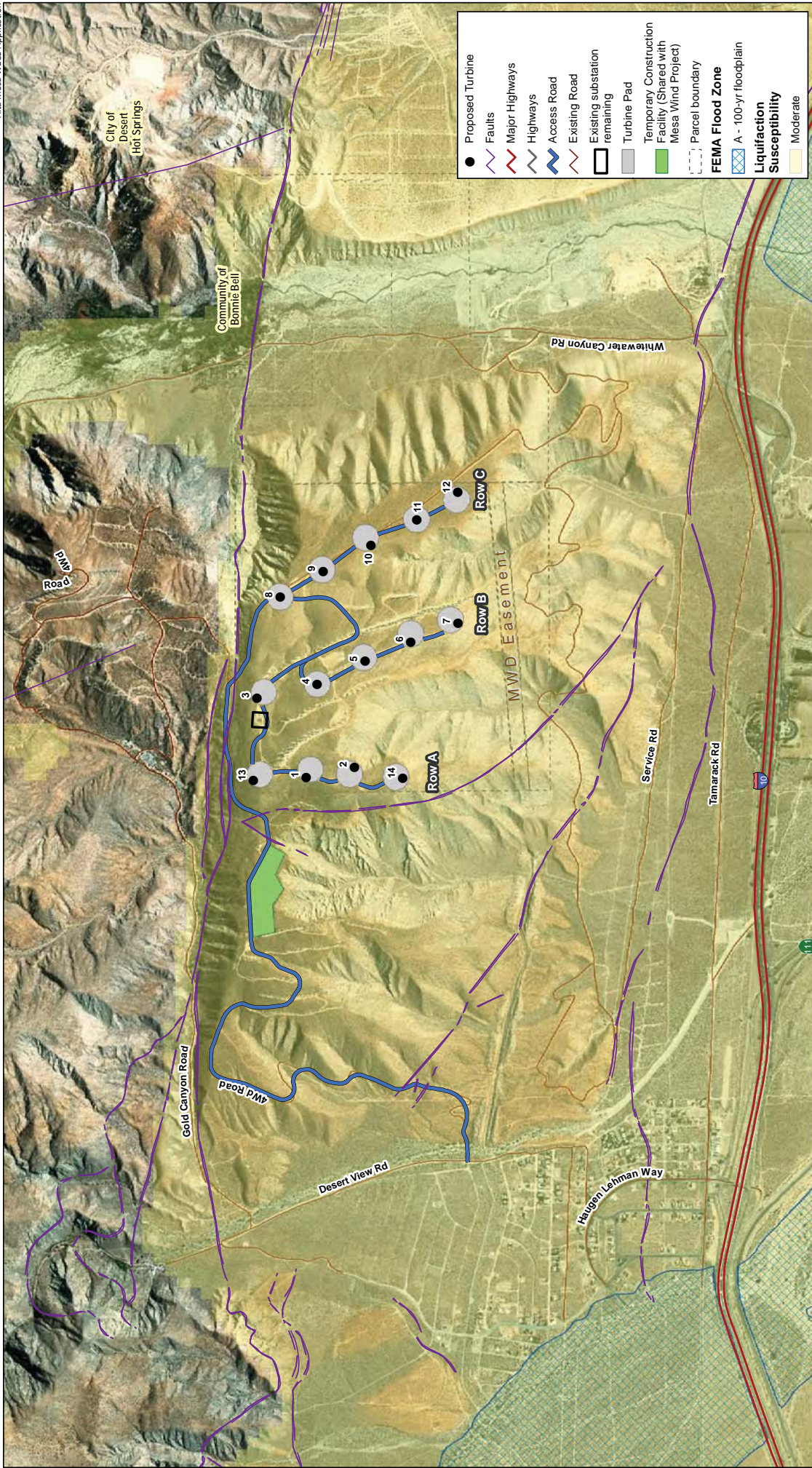
Alta Mesa 640, LLC
 Mohammed Koya
 4020 Sierra College Boulevard, #200
 Rocklin, CA 95677
 916-628-3064
 mikoya@hotmail.com



0 0.2 0.4 Miles

North Arrow

Exhibit Preparer:
 Aspen Environmental Group
 Emily Capello
 415-696-5312
 ecapello@aspeneq.com

Commercial WECS Exhibit 4.
Interconnection Lines



Brookfield Renewable Energy
 Jonathan Kirby
 6703 Oak Creek Rd.
 Mojave, CA 93501
 213-955-9002
 Jonathan.Kirby@brookfieldrenewable.com

Alta Mesa 640, LLC
 Mohammed Koya
 4020 Sierra College Boulevard, #200
 Rocklin, CA 95677
 916-628-3064
 mikoya@hotmail.com

Exhibit Preparer:
 Aspen Environmental Group
 Emily Capello
 415-696-5312
 ecapello@aspeneag.com

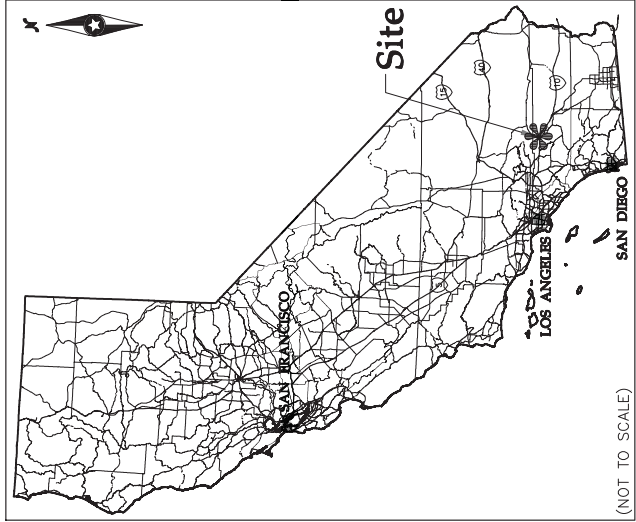
Commercial WECS Exhibit 5.
Faults and Floodzone

Section 5

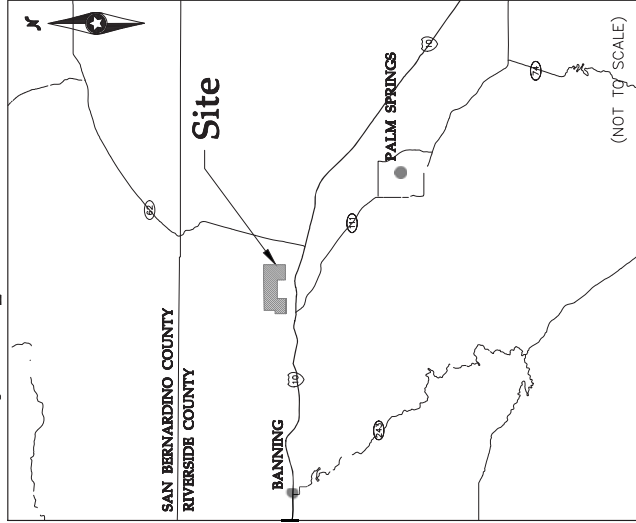
Site Disturbance Plan

ALTA MESA WIND FARM RIVERSIDE COUNTY, CALIFORNIA

State Map



Vicinity Map



CIVIL SHEET LIST

REV	DRAWING	TITLE
A	402900-S3000	COVER SHEET
A	402900-S3001	EXISTING CONDITIONS
A	402900-S3002	PROPOSED TOWER FOUNDATIONS
A	402900-S3003	PROPOSED ACCESS EASEMENTS
A	402900-S3004	PLAN AREA 1
A	402900-S3005	PLAN AREA 2
A	402900-S3006	PLAN AREA 3
A	402900-S3007	PLAN AREA 4
A	402900-S3008	PLAN AREA 5
A	402900-S3009	PLAN AREA 6
A	402900-S3009	TYPICAL DETAILS
A	402900-S3001	TYPICAL DETAILS
A	402900-S3002	TYPICAL DETAILS
A	402900-S3003	TYPICAL DETAILS

GENERAL NOTES

- COORDINATES SHOWN ARE BASED ON THE CALIFORNIA STATE PLANE, NAD83 ZONE 10N, UTM NORTH COORDINATE SYSTEM.
- ALL DIMENSIONS ARE TO BE UNLESS OTHERWISE SPECIFIED OR INDICATED BY OTHERS.

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BROOKFIELD RENEWABLE

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							DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY		

STAMPS APPLY TO REVISION ONLY

DATE: / /

SCALE: NONE

DRAWN BY: NONE

DATE: / /

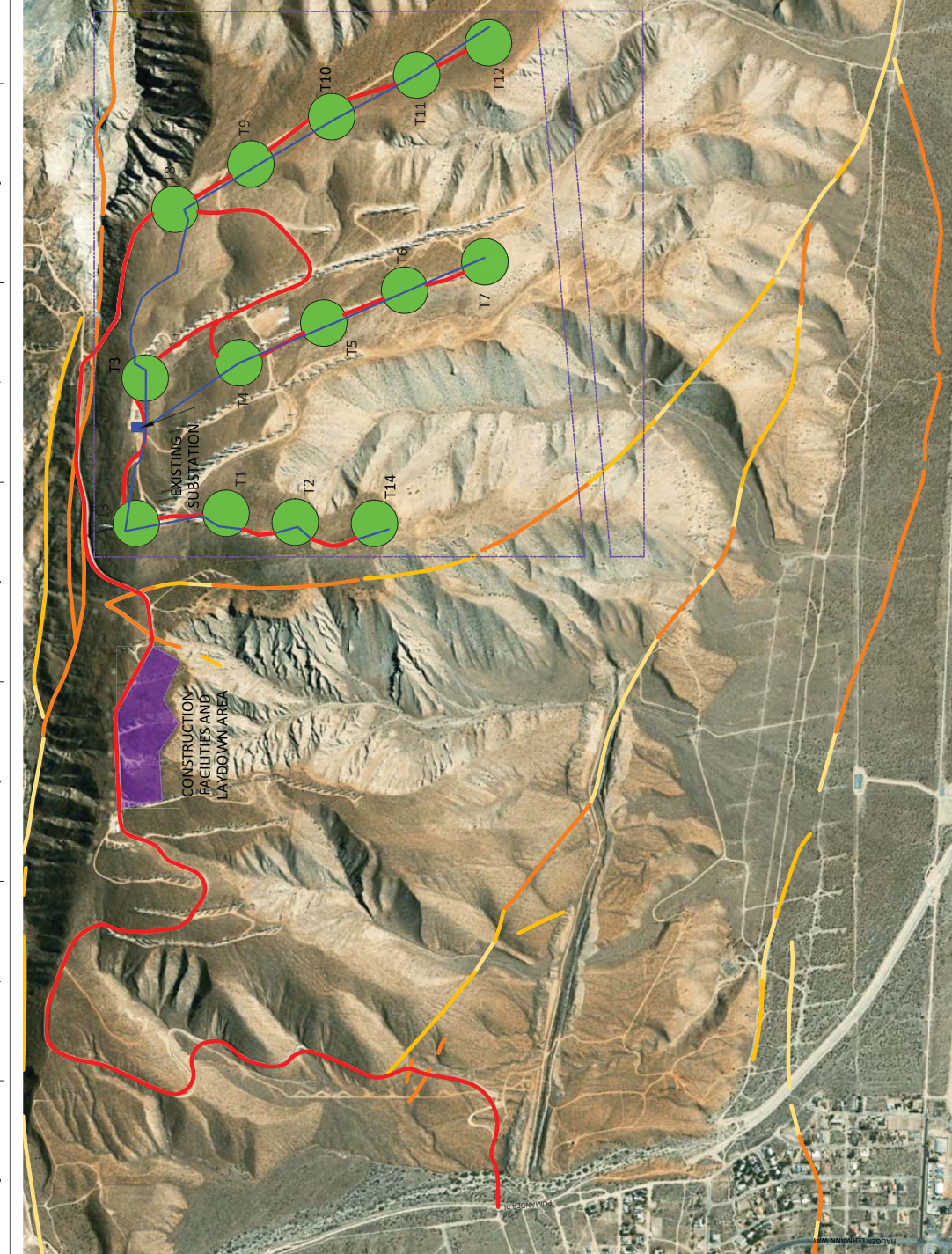
REG. NO.: 402900-01

DATE: / /

402900-S3000

ALTA MESA
COVER SHEET

REV: A



LEGEND

- TURBINE LOCATION
- TXX
- PROPOSED TURBINE NUMBER
- UNPAVED INTERNAL PROJECT ACCESS ROAD
- COLLECTION SYSTEM
- PROPERTY LINE
- EXISTING FENCE
- EXISTING GRAVEL ROAD
- FAULT LINE (INFERRED)
- FAULT LINE (MODERATELY CONSTRAINED)
- FAULT LINE (WELL CONSTRAINED)

NOTES

1. FAULTLINE INFORMATION BASED ON CURRENTLY AVAILABLE USGS DATA.



BROOKFIELD RENEWABLE

NO.	REFERENCE	DWG. NO.

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 CHECKED BY: [blank]
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 ISSUED BY: [blank]
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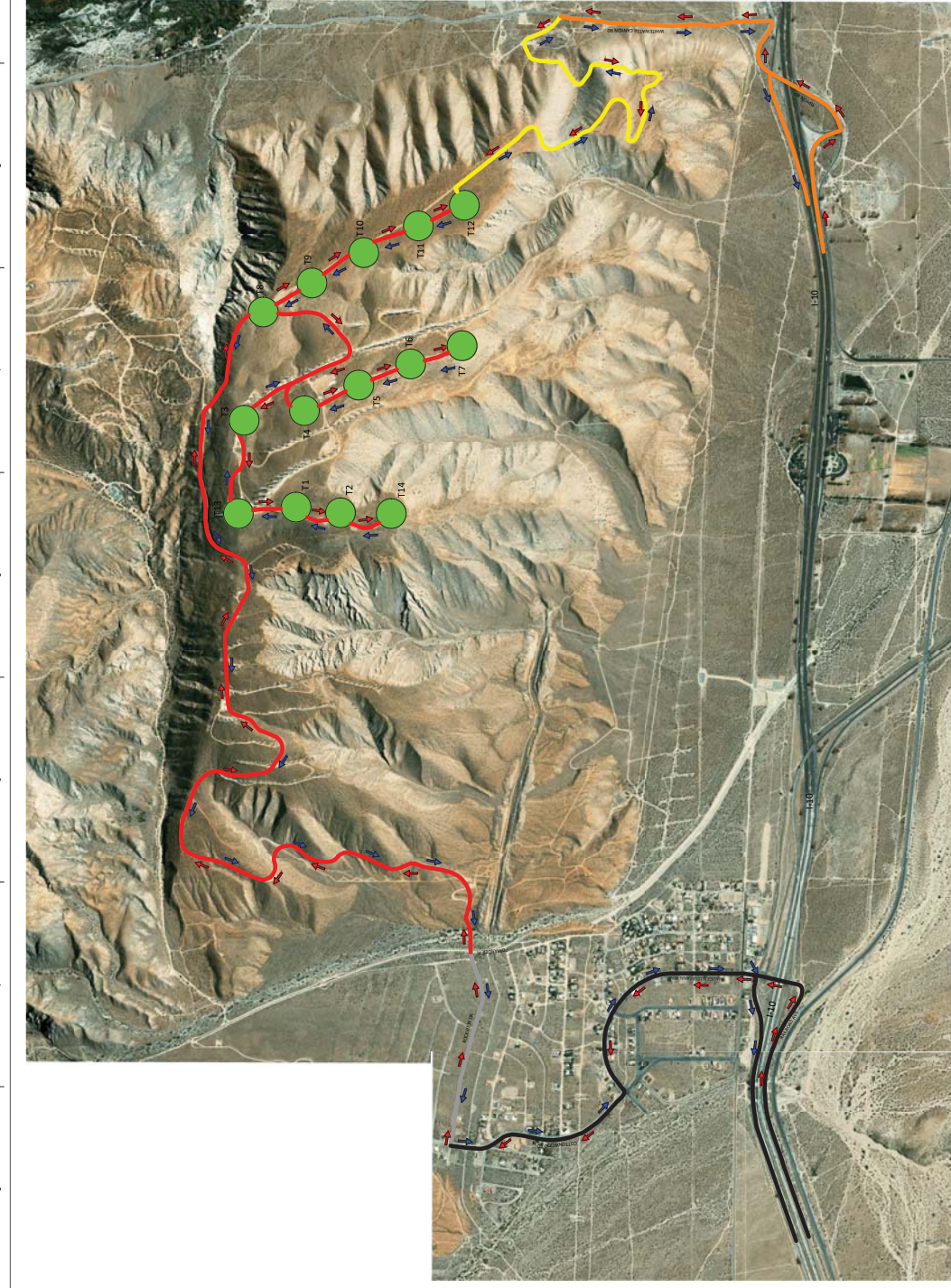


ISSUED FOR REVIEW	ISSUED	DATE	REV.	DESCRIPTION OF REVISION

DRWN	CHECK	DESIGN	APPROVAL

DRWN	CHECK	DESIGN	APPROVAL	ISSUED	DATE	REV.	DESCRIPTION OF REVISION

DRWN	CHECK	DESIGN	APPROVAL	ISSUED	DATE	REV.	DESCRIPTION OF REVISION



LEGEND

TURBINE LOCATION

TXX

- PROPOSED TURBINE NUMBER
- EXISTING GRAVEL ROAD ROAD
- UNPAVED INTERNAL PROJECT ACCESS ROAD
- PAVED EXTERNAL ACCESS ROAD
- UNPAVED EXTERNAL ACCESS ROAD
- EXISTING GRAVEL ROAD ROAD
- PAVED NON-DEVELOPER ACCESS ROAD
- INGRESS ROUTE
- EGRESS ROUTE

NOTES

1.



NO. _____ DRAW. NO. _____

REFERENCE _____

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DATE	REV.	DESCRIPTION OF REVISION

DATE	REV.	DESCRIPTION OF REVISION

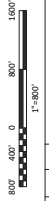
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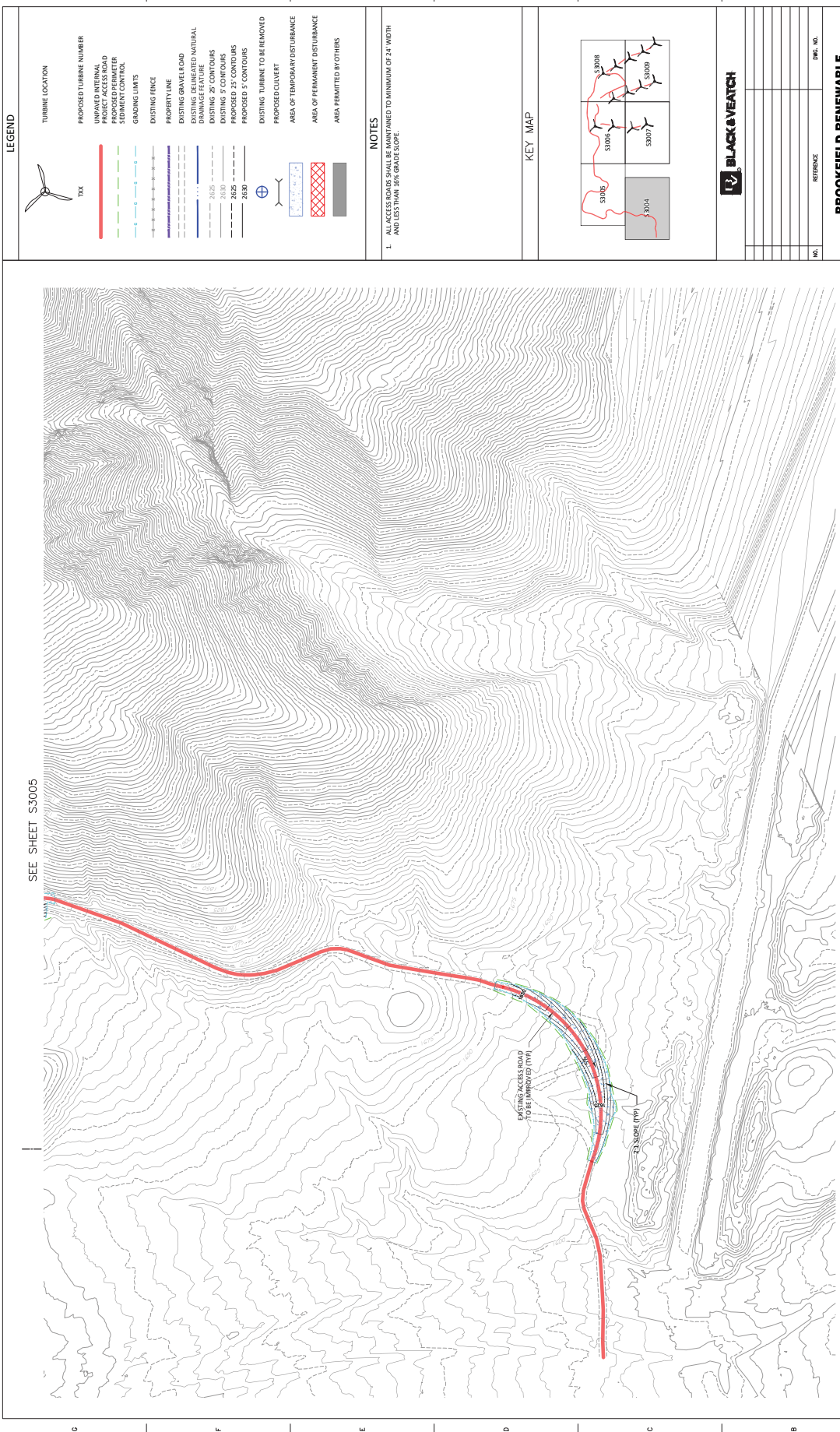
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DATE	REV.	DESCRIPTION OF REVISION

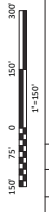
DATE	REV.	DESCRIPTION OF REVISION



SEE SHEET S3005



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			DESIGN	DATE					NO.	DATE	BY	DATE									

REG. NO. _____
 LICENSE/EXP. DATE _____

SCALE: HORIZ. 1"=100'-0" VERT. 1"=10'-0"

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PROJECT: ALTA MESA PLAN AREA 1
 SHEET NO: 402900-S3004
 REV: A

LEGEND

TURBINE LOCATION

TXX

PROPOSED TURBINE NUMBER

UNPAVED INTERNAL DRIVEWAY PERIMETER

PROPOSED PERIMETER

SEDIMENT CONTROL

GRADING LIMITS

EXISTING FENCE

PROPERTY LINE

EXISTING GRAVEL ROAD

EXISTING NATURAL DRAINAGE FEATURE

EXISTING 25' CONTOURS

EXISTING 5' CONTOURS

PROPOSED 25' CONTOURS

PROPOSED 5' CONTOURS

EXISTING TURBINE TO BE REMOVED

PROPOSED CULVERT

AREA OF TEMPORARY DISTURBANCE

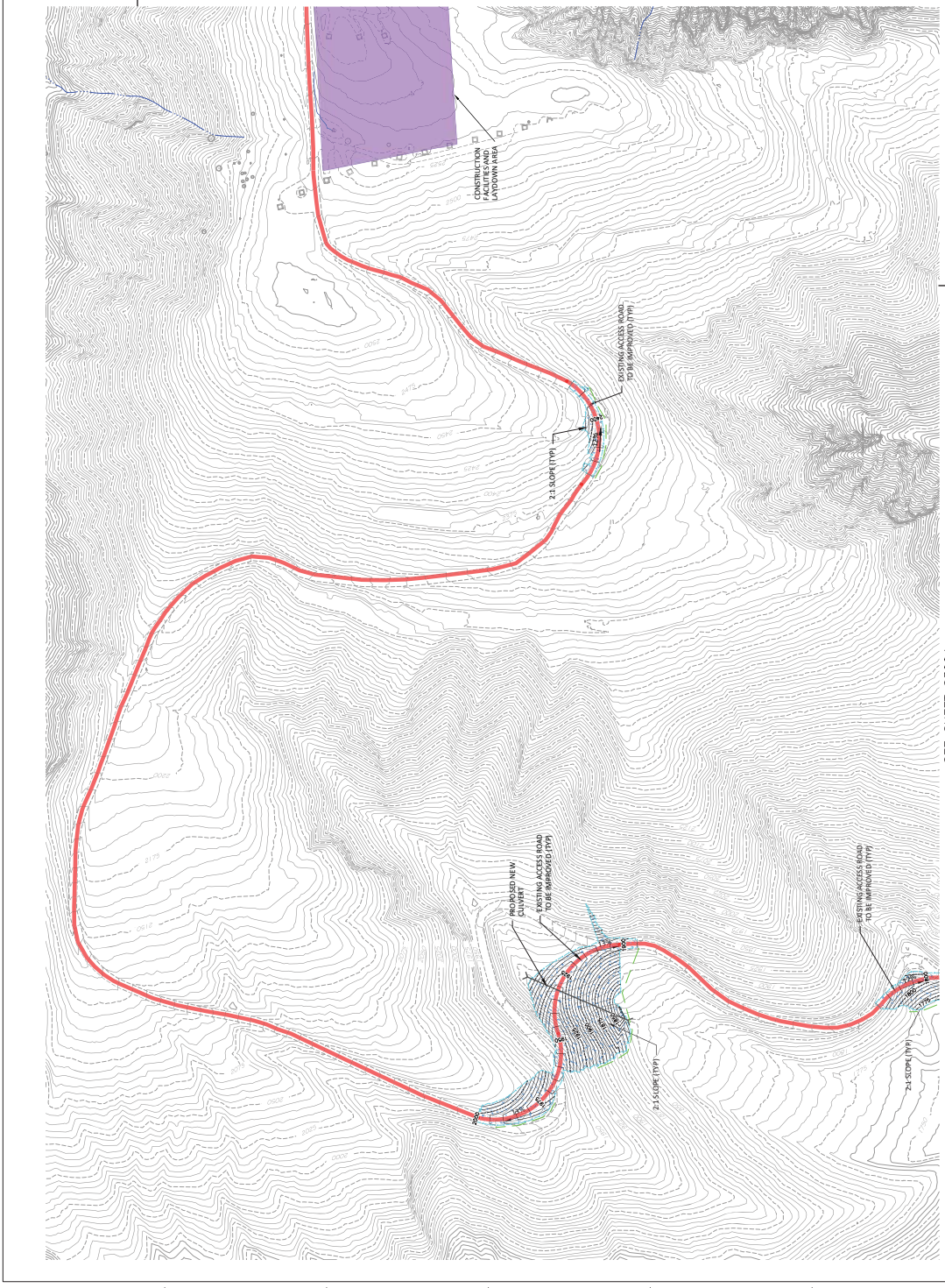
AREA OF PERMANENT DISTURBANCE

AREA FERMITTED BY OTHERS

NOTES

1. ALL ACCESS ROADS SHALL BE MAINTAINED TO MINIMUM OF 24" WIDTH AND LESS THAN 10% GRADE SLOPE.





SEE SHEET S3004

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DATE	ISSUED	APPROVAL	DESIGN	CHECK	DESCRIPTION OF REVISION

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DATE	ISSUED	APPROVAL	DESIGN	CHECK	DESCRIPTION OF REVISION

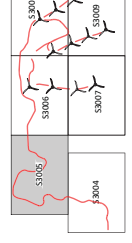
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DATE	ISSUED	APPROVAL	DESIGN	CHECK	DESCRIPTION OF REVISION

DATE	ISSUED	APPROVAL	DESIGN	CHECK	DESCRIPTION OF REVISION

BROOKFIELD RENEWABLE

NO.	REFERENCE	DWG. NO.



KEY MAP

NOTES

- ALL ACCESS ROADS SHALL BE MAINTAINED TO MINIMUM OF 24' WIDTH AND LESS THAN 10% GRADE SLOPE.

LEGEND

TURBINE LOCATION

PROPOSED TURBINE NUMBER

UNPAVED INTERNAL DRIVEWAY

PROPOSED PERMETER

SEDIMENT CONTROL

GRADING LIMITS

EXISTING FENCE

PROPERTY LINE

EXISTING GRAVEL LOAD

EXISTING NATURAL DRAINAGE FEATURE

EXISTING 25' CONTOURS

EXISTING 5' CONTOURS

PROPOSED 25' CONTOURS

PROPOSED 5' CONTOURS

EXISTING TURBINE TO BE REMOVED

PROPOSED CULVERT

AREA OF TEMPORARY DISTURBANCE

AREA OF PERMANENT DISTURBANCE

AREA PERMITTED BY OTHERS

LEGEND

TURBINE LOCATION

PROPOSED TURBINE NUMBER

UNPAVED INTERNAL ROAD

PROPOSED PERIMETER

PROPOSED FENCE

PROPOSED SEDIMENT CONTROL

GRADING LIMITS

EXISTING FENCE

PROPERTY LINE

EXISTING GRAVEL ROAD

EXISTING NATURAL DRAINAGE FEATURE

EXISTING 25' CONTOURS

EXISTING 5' CONTOURS

PROPOSED 25' CONTOURS

PROPOSED 5' CONTOURS

EXISTING TURBINE TO BE REMOVED

PROPOSED CULVERT

AREA OF TEMPORARY DISTURBANCE

AREA OF PERMANENT DISTURBANCE

AREA FENCED BY OTHERS

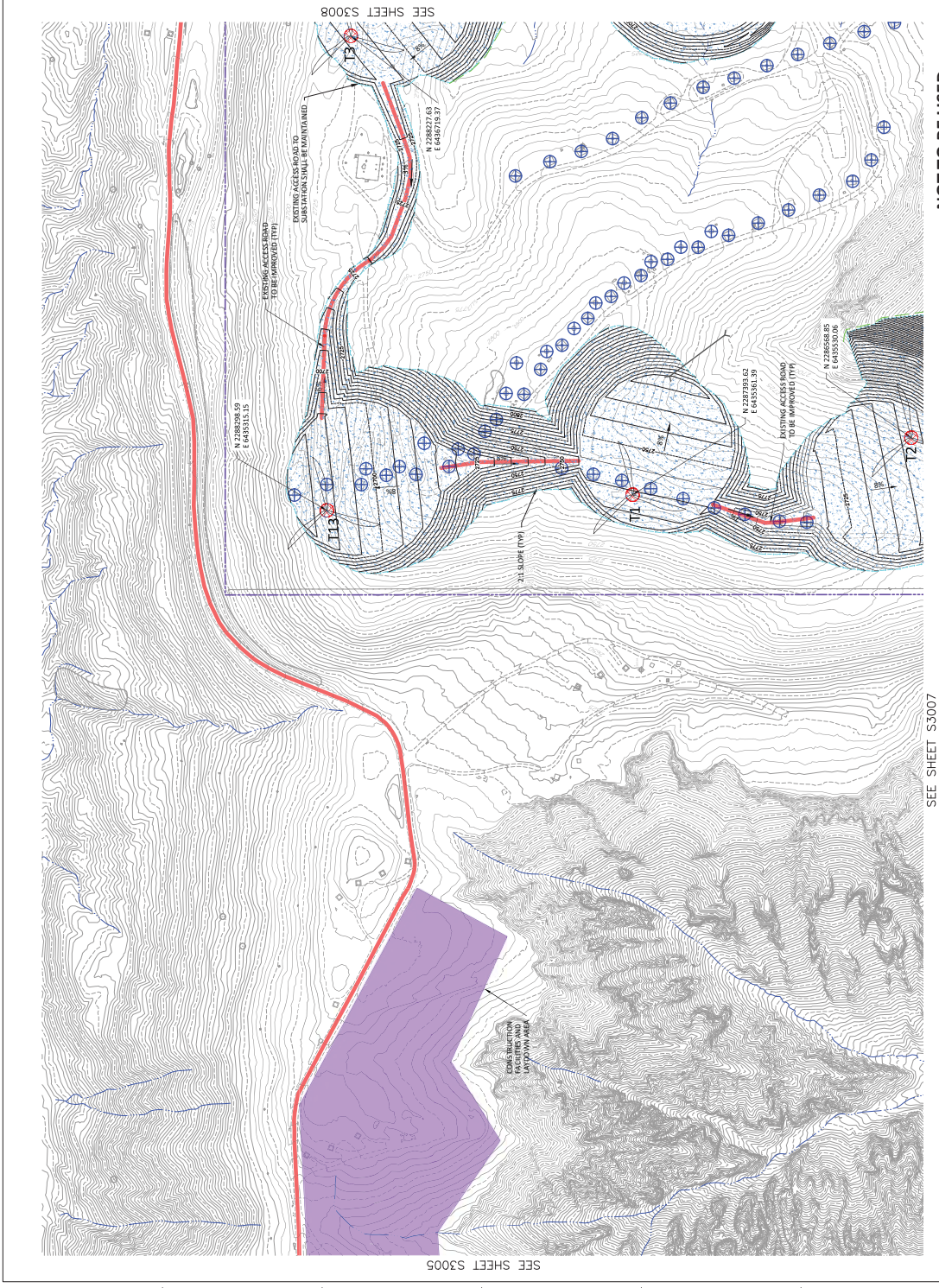
NOTES

- ALL ACCESS ROADS SHALL BE MAINTAINED TO MINIMUM OF 24' WIDTH AND LESS THAN 10% GRADE SLOPE.

KEY MAP

BLACK & VEATCH

NO.	REFERENCE	DATE	NO.



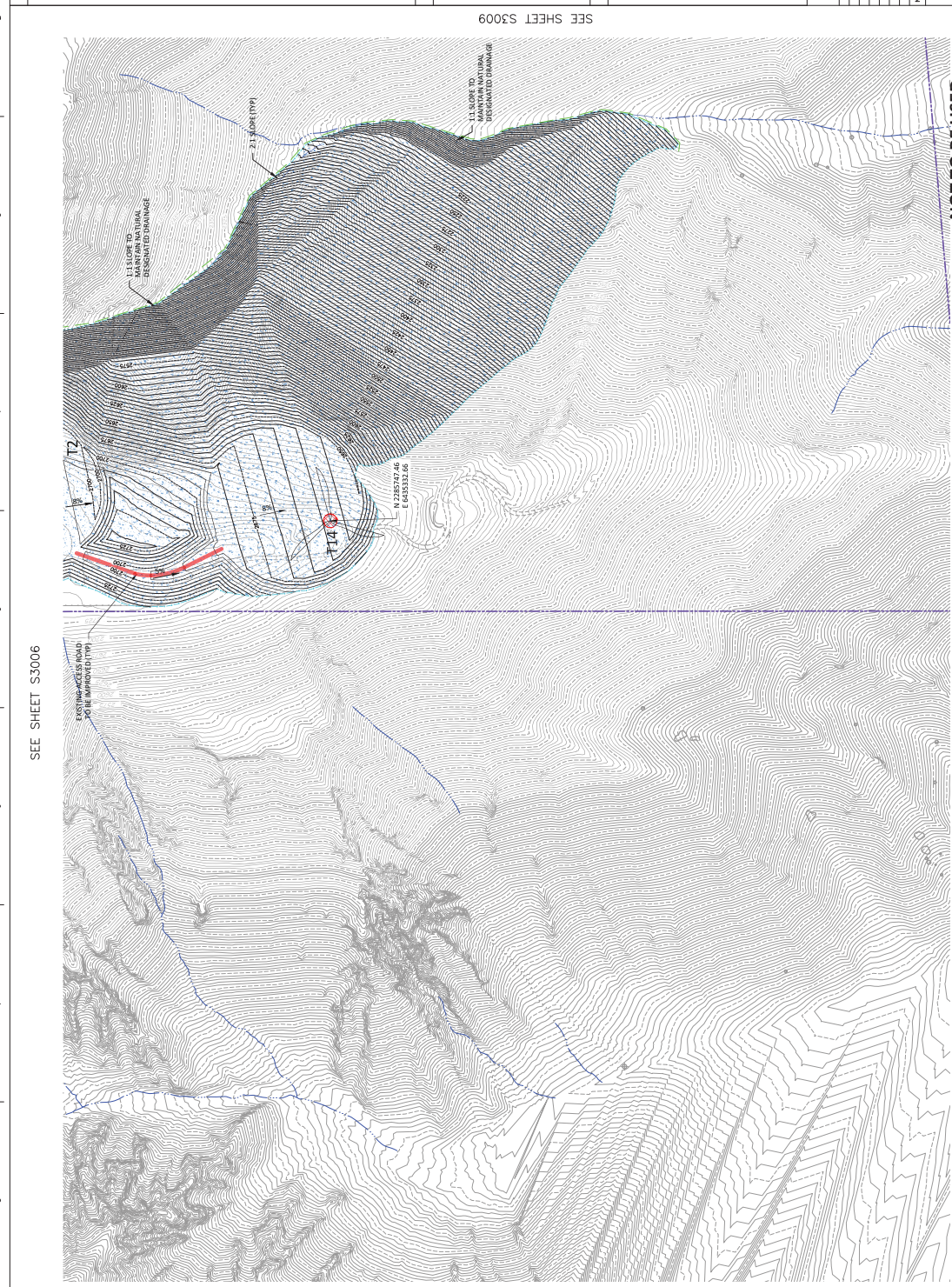
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SCALE (INDICATED)	DATE	NO.	BY	NO.	FOR	REVISION	ISSUED FOR	REVISION



LEGEND

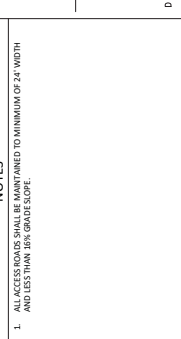
TURBINE LOCATION
 TURBINE LOCATION

PROPOSED TURBINE NUMBER
 UNPAVED INTERNAL
 PROPOSED PERIMETER
 SEDIMENT CONTROL
 GRADING LIMITS
 EXISTING FENCE

PROPERTY LINE
 EXISTING GRAVEL ROAD
 IMPROVED NATURAL
 DRAINAGE FEATURE
 EXISTING 5' CONTOURS
 EXISTING 5' CONTOURS
 PROPOSED 5' CONTOURS
 PROPOSED 5' CONTOURS
 EXISTING TURBINE TO BE REMOVED
 PROPOSED CULVERT
 AREA OF TEMPORARY DISTURBANCE
 AREA OF PERMANENT DISTURBANCE
 AREA FEMITTED BY OTHERS

NOTES
 1. ALL ACCESS ROADS SHALL BE MAINTAINED TO A MINIMUM OF 24' WIDTH
 AND LESS THAN 10% GRADE SLOPE.

KEY MAP



BLACK & VEATCH

NO. REFERENCE DWG. NO.
 REFERENCE DWG. NO.

BROOKFIELD RENEWABLE

ALTA MESA
 PLAN AREA 4

SPRING NO. 402900-S3007

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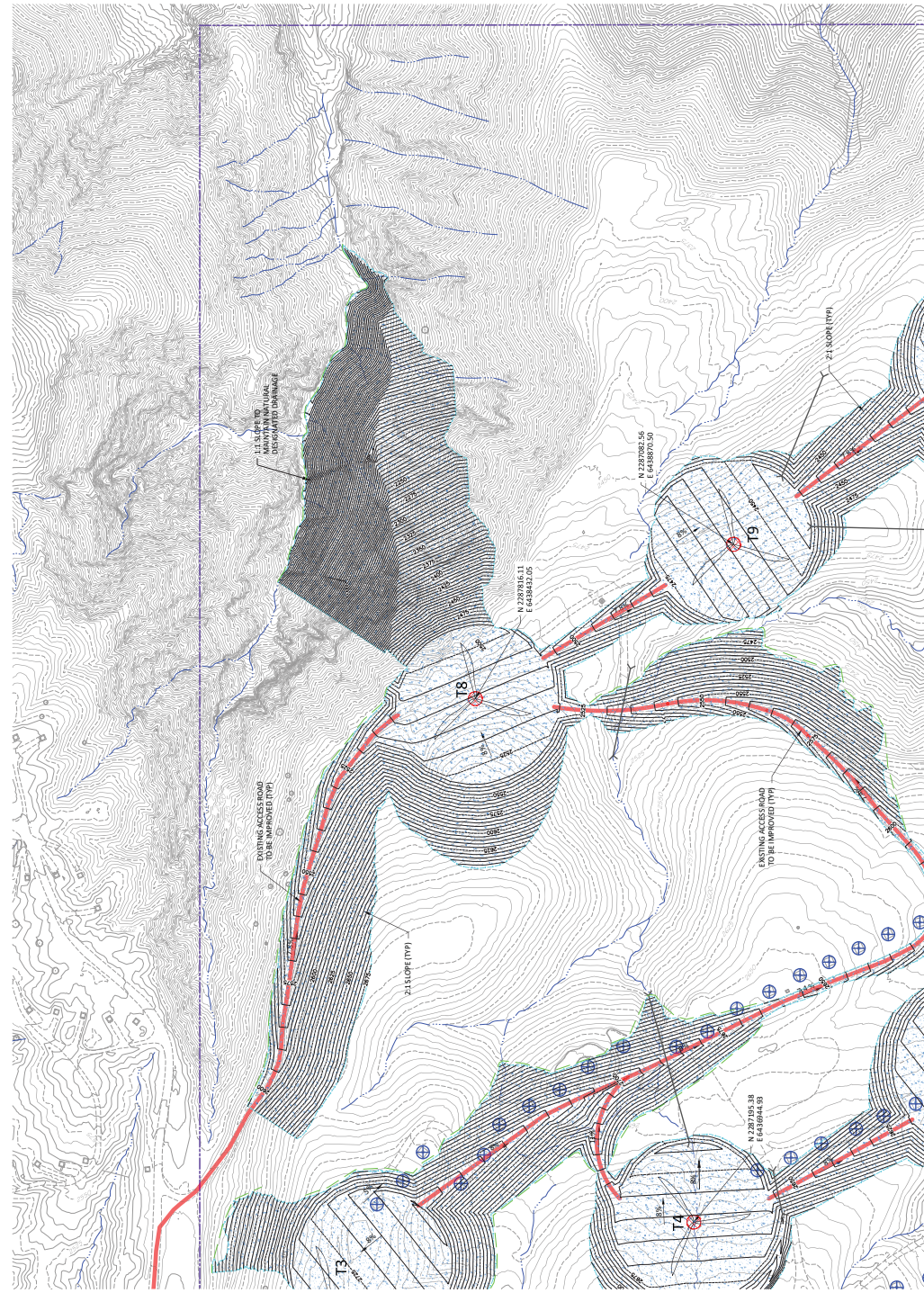
SCALE: HORIZ. 1"=100'-0" DRAWN BY: NDO DATE: ---

STAMPS APPLY TO REVISION ONLY

DATE	REV.	ISSUED	APPROVAL	DESIGN	CHECK	REVISION	DESCRIPTION OF REVISION

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INITIAL REVIEW: ---



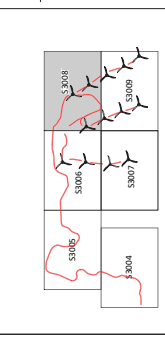
LEGEND

	TURBINE LOCATION
	PROPOSED TURBINE NUMBER
	UNPAVED INTERNAL DRIVEWAY
	PROPOSED PERIMETER SEDIMENT CONTROL
	GRADING LIMITS
	EXISTING FENCE
	PROPERTY LINE
	EXISTING GRAVEL ROAD
	EXISTING NATURAL DRAINAGE FEATURE
	EXISTING 25' CONTOURS
	EXISTING 5' CONTOURS
	PROPOSED 25' CONTOURS
	PROPOSED 5' CONTOURS
	EXISTING TURBINE TO BE REMOVED
	PROPOSED CULVERT
	AREA OF TEMPORARY DISTURBANCE
	AREA OF PERMANENT DISTURBANCE
	AREA FURNISHED BY OTHERS

NOTES

1. ALL ACCESS ROADS SHALL BE MAINTAINED TO A MINIMUM OF 24' WIDTH AND LESS THAN 10% GRADE SLOPE.

KEY MAP



BLACK & VEATCH

NO.	REFERENCE	DATE	REV.

BROOKFIELD RENEWABLE

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DATE: _____

SCALE: HORIZ. 1"=150'-0" VERT. 1"=15'-0"

DATE	REV.	ISSUED	APPROVAL	DESCRIPTION OF REVISION

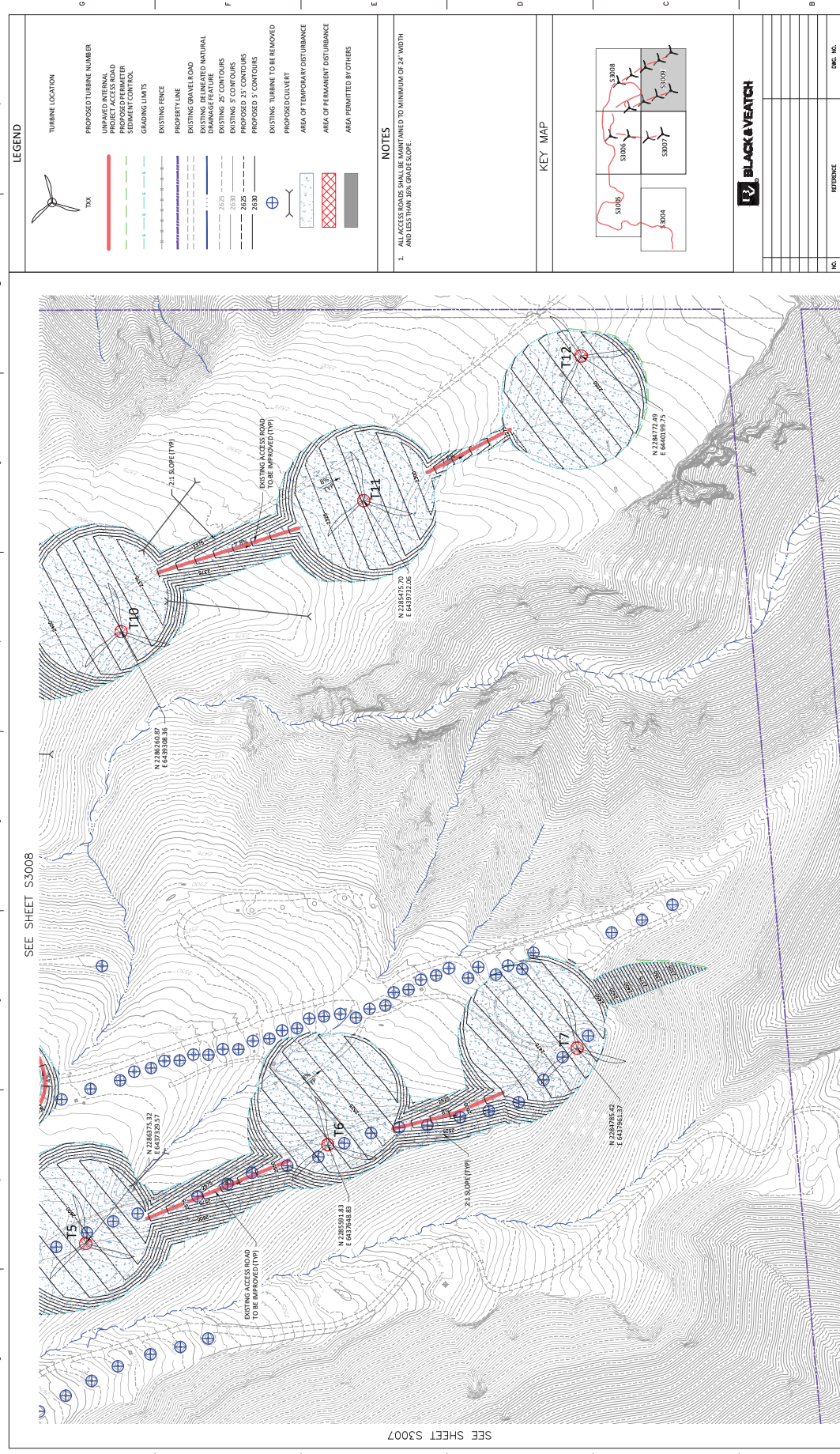
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SCALE: HORIZ. 1"=150'-0" VERT. 1"=15'-0"

DATE	REV.	ISSUED	APPROVAL	DESCRIPTION OF REVISION



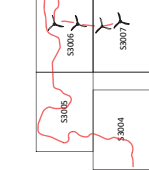
LEGEND

- TURBINE LOCATION
- PROPOSED TURBINE NUMBER
- UNPARKED INTERNAL ROAD
- PROPOSED PERIMETER
- SEDIMENT CONTROL
- GRADING LIMITS
- EXISTING FENCE
- PROPERTY LINE
- EXISTING GRAVEL ROAD
- AREA OF DISTURBED NATURAL DRAINAGE FEATURE
- EXISTING 5' CONTOURS
- EXISTING 5' CONTOURS
- PROPOSED 5' CONTOURS
- PROPOSED 5' CONTOURS
- EXISTING TURBINE TO BE REMOVED
- PROPOSED CULVERT
- AREA OF TEMPORARY DISTURBANCE
- AREA OF PERMANENT DISTURBANCE
- AREA PERMITTED BY OTHERS

NOTES

1. ALL ACCESS ROADS SHALL BE MAINTAINED TO A MINIMUM OF 24' WIDTH AND LESS THAN 10% GRADE SLOPE.

KEY MAP



BROOKFIELD RENEWABLE

ALTA MESA
 PLAN AREA 6

NO.	REFERENCE	DWG. NO.

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DATE	ISSUED	DESCRIPTION OF REVISION

DATE	ISSUED	DESCRIPTION OF REVISION

DATE	ISSUED	DESCRIPTION OF REVISION

DATE	ISSUED	DESCRIPTION OF REVISION

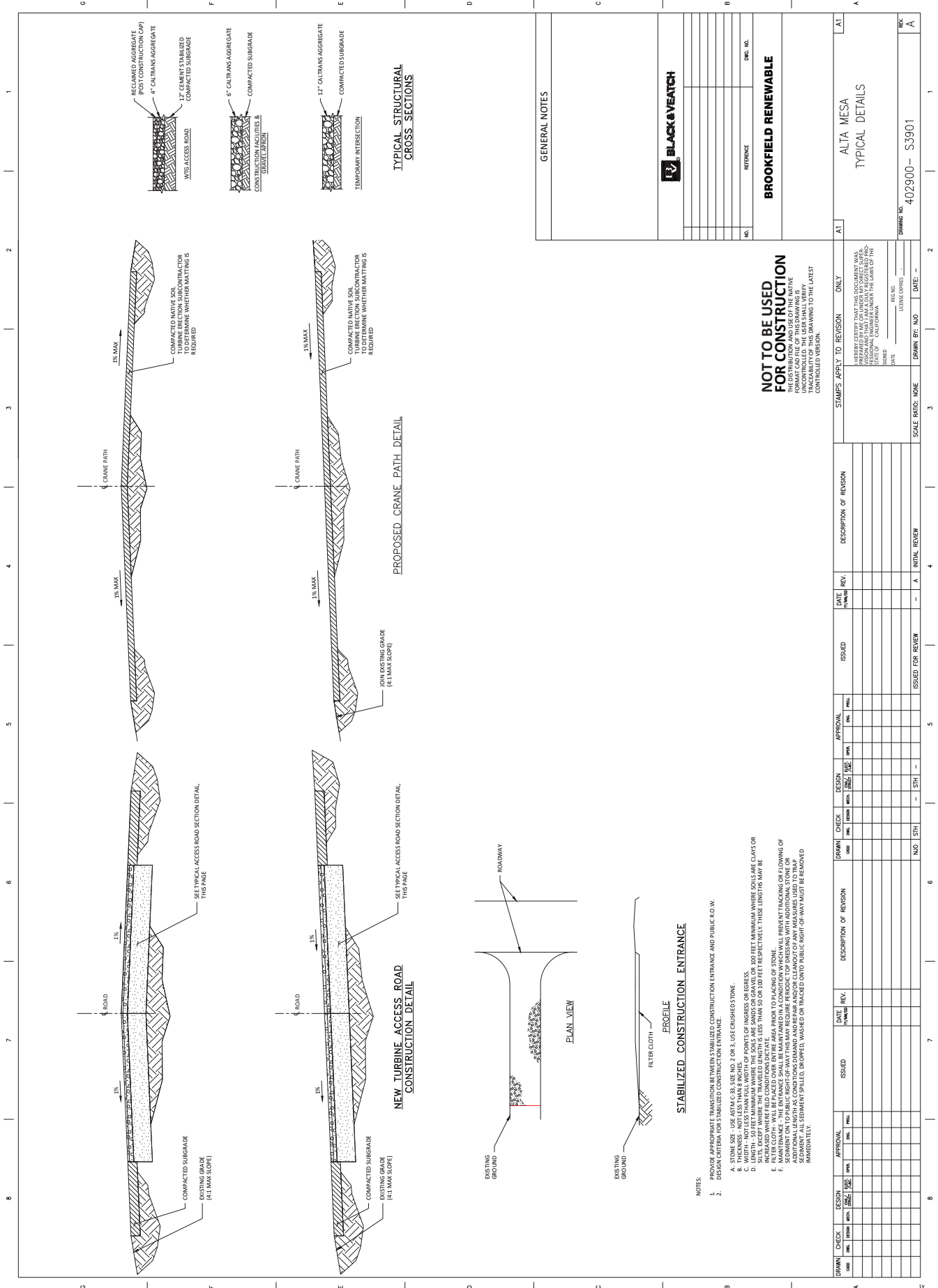
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DATE	ISSUED	DESCRIPTION OF REVISION

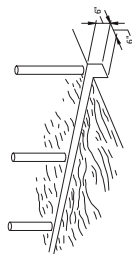
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SCALE: HORIZ. 1"=100'-0" VERT. 1"=10'-0"

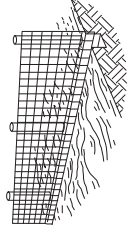
SCALE: HORIZ. 1"=100'-0" VERT. 1"=10'-0"



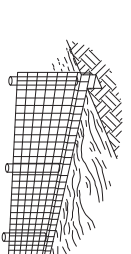
1. SET POSTS AND EXCAVATE A 6"x6" TRENCH UP SLOPE ALONG THE LINE OF POSTS.



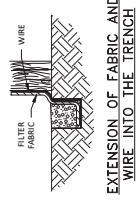
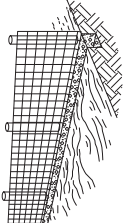
2. STAPLE WIRE FENCING TO THE POSTS.



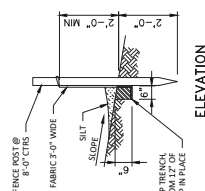
3. ATTACH THE FILTER FABRIC TO THE WIRE FENCE AND DETAIL IT INTO THE TRENCH.



4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

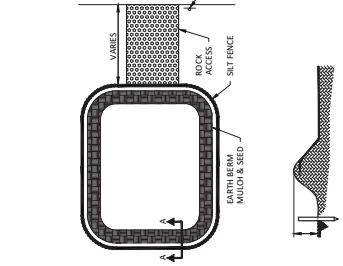


EXTENSION OF FABRIC AND WIRE INTO THE TRENCH



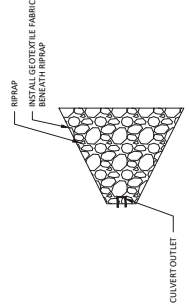
ELEVATION

6" WIDE X 6" DEEP TRENCH, FABRIC AND TARP IN PLACE



CONCRETE WASHOUT AREA

SECTION A-A

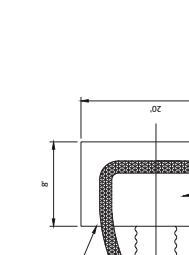


PLAN

INSTALL GEOTEXTILE FABRIC UNDER RIPRAP

RIPPRAP

CULVERT OUTLET



PLAN

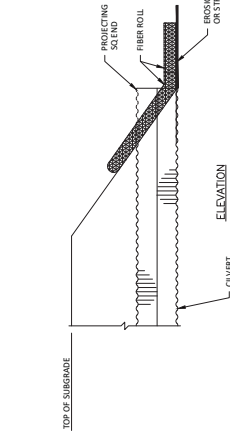
ENDSION CONTROL BLANKET OR STRAW AS REQUIRED ORIENT LONGEST SIDE IN DIRECTION OF FLOW

CULVERT

RIPPRAP

FIBER ROLL

NEEDED DISTURBED AREA IN ACCORDANCE WITH PROJECT SPECIFICATIONS



ELEVATION

RIPPRAP SHALL NOT EXTEND PAST 6" BELOW THE TOP OF SUBGRADE

PROJECTING SOIL END

FIBER ROLL

EROSION CONTROL BLANKET OR STRAW AS REQUIRED

GRAVEL BEDDING

ELEVATION

TOP OF SUBGRADE

GRAVEL BEDDING

EROSION CONTROL BLANKET OR STRAW AS REQUIRED

FIBER ROLL

PROJECTING SOIL END

RIPPRAP SHALL NOT EXTEND PAST 6" BELOW THE TOP OF SUBGRADE

TOP OF SUBGRADE

GRAVEL BEDDING

ELEVATION

GRAVEL BEDDING

EROSION CONTROL BLANKET OR STRAW AS REQUIRED

FIBER ROLL

PROJECTING SOIL END

TYPICAL CULVERT & RIPRAP DETAIL

RIPPRAP (WHERE REQUIRED BY ONSITE ENGINEER) SEE SUBGRAD TABLE

INLET AND OUTLET SEE CULVERT TABLE

NOT TO BE USED FOR CONSTRUCTION

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ISSUED FOR REVIEW: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

8 7 6 5 4 3 2 1

G F E

D C B

A1

GENERAL NOTES

BLACK & VEATCH

REFERENCE

NO. DRAW. NO.

BROOKFIELD RENEWABLE

ALTA MESA TYPICAL DETAILS

402900 - S3902

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

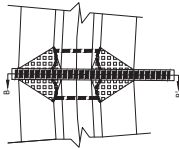
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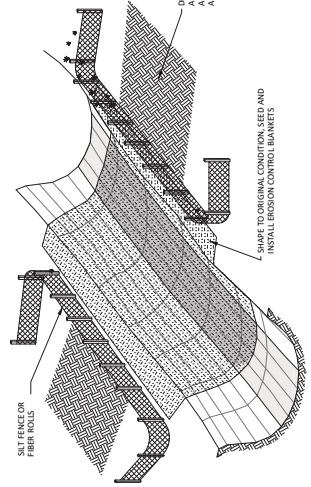
8 7 6 5 4 3 2 1



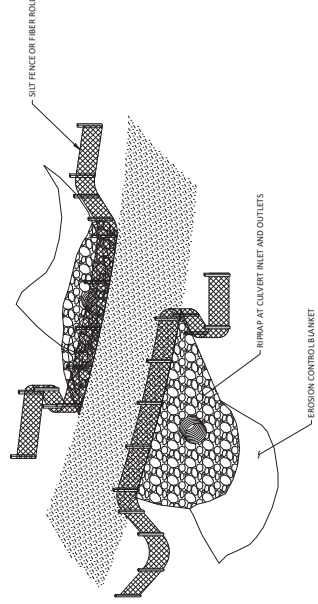
SECTION B'-B'
PROFILE ALONG CENTERLINE OF
CHANNEL CROSSING
NOT TO SCALE

- NOTE:
- CHANNEL SLOPES TO BE MODIFIED TEMPORARILY (NON JURISDICTIONAL WATERS/WETLANDS ONLY) DURING CONSTRUCTION TO ALLOW FOR CHANNEL CROSSING AND RESTORE TO EXISTING CONDITIONS.
 - ALL DISTURBED AREAS SHALL BE RESTORED TO EXISTING CONDITIONS.
 - PROPOSED CHANNEL CROSSING SHALL BE A MINIMUM OF 2.0 FEET WIDE.
 - GRAVEL BAG BERM SHALL BE INSTALLED AT EACH END OF CHANNEL CROSSING.
 - THE TOP BED OF THE CHANNEL CROSSING SHALL CONFORM TO THE EXISTING DITCH CROSS SECTIONAL SLOPES.
 - GRAVEL BAG BERM SHALL BE INSTALLED AT EACH END OF CHANNEL CROSSING.
 - GRAVEL BAG BERM SHALL BE INSTALLED AT EACH END OF CHANNEL CROSSING.

STREAM/WATERBODY/DRAINAGE SWALE TIMBER MAT CRANE CROSSING



- SILT FENCE OR FIBER ROLL
- RECOMPACT TOPSOIL TO DEPTH OF 18 INCHES AND DISK IN ACCORDANCE WITH PROJECT CONTRACT DOCUMENTS AND LOCAL REGULATORY AGENCY AGREEMENT
- INSTALL EROSION CONTROL BANNETS AND SHAPE TO ORIGINAL CONDITIONS. SEED AND SOIL



- SILT FENCE OR FIBER ROLL
- EROSION CONTROL BLANKET
- RIPPRAP AT CULVERT INLET AND OUTLETS

NOT TO BE USED FOR CONSTRUCTION

WHEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED OR MADE OR REVISED BY A LICENSED PROFESSIONAL ENGINEER OR ARCHITECT REGISTERED WITH THE STATE OF CALIFORNIA UNDER THE LAWS OF THE PROFESSIONAL ENGINEERING AND ARCHITECTURE ACT OF 1932.

DATE: _____

REG. NO.: _____

EXPIRES: _____

DRAWN	CHECK	DESIGN	APPROVAL		ISSUED	DATE	REV.	DESCRIPTION OF REVISION	STAMPS APPLY TO REVISION ONLY		DRAWN BY	NO.	DATE
			PREP.	DATE					SCALE	INITIAL REVIEW			

GENERAL NOTES

BLACK & VEATCH

REFERENCE

NO. _____

DATE: _____

PROJECT: ALTA MESA TYPICAL DETAILS

DRAWING NO. 402900 - S3903

REV. A

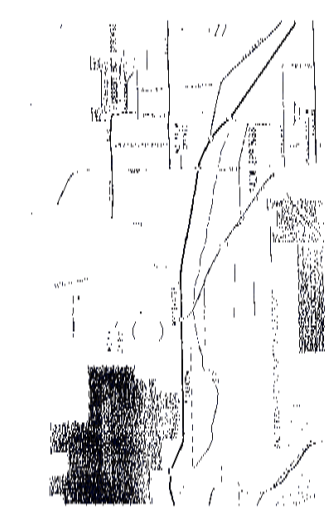
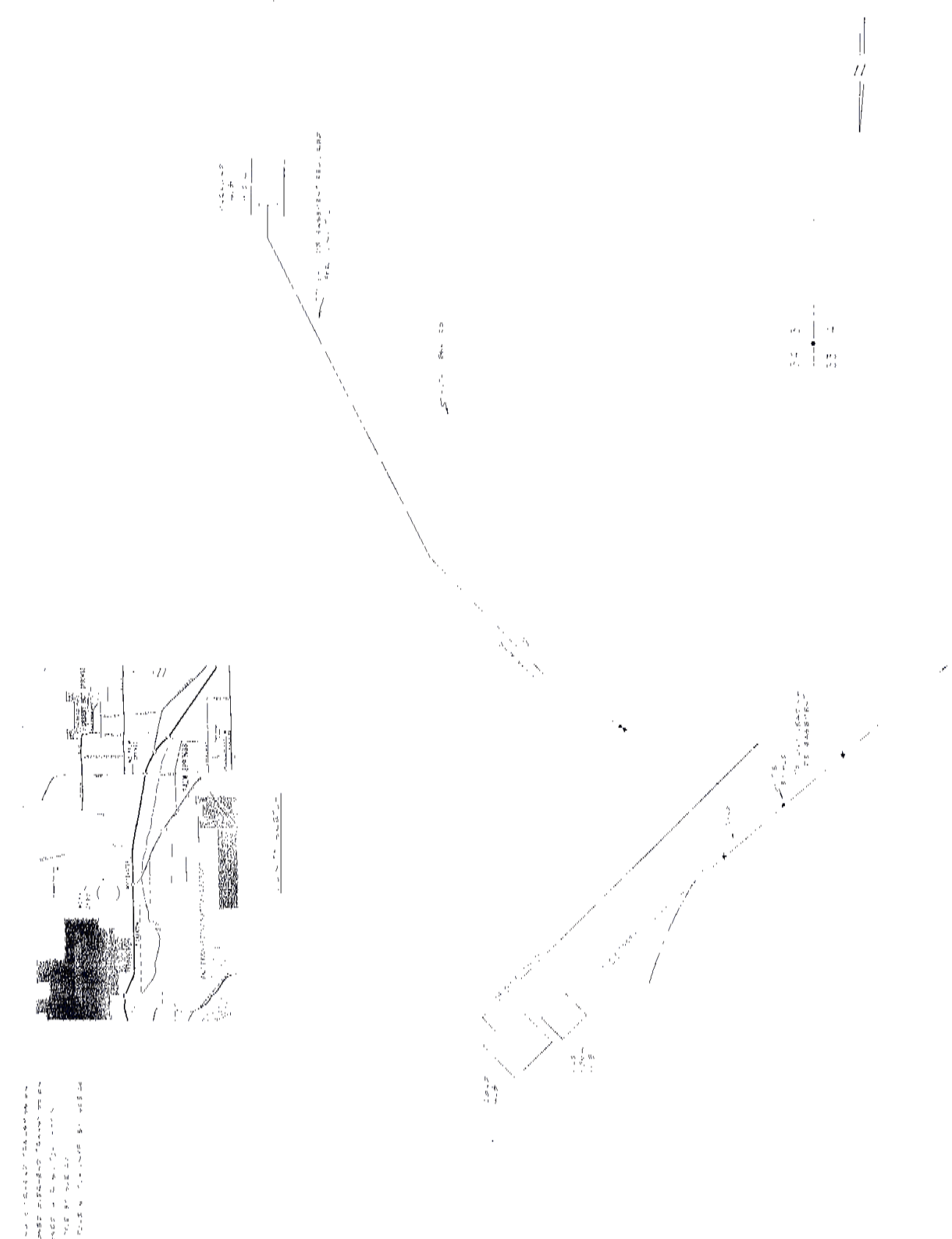
Section 6

Interconnection Facilities and Substation



D
K
A
 DONALD M. L. & ASSOCIATES, INC.
 Consulting Engineers
 1724 F. Johnson Avenue
 Houston, Texas 77056
 (713) 271-2000

PROJECT NO.	100-100-100-100
DATE	10/1/68
SCALE	AS SHOWN
PROJECT NAME	...
CLIENT	...
LOCATION	...
DESCRIPTION	...
DESIGNED BY	...
CHECKED BY	...
APPROVED BY	...
DATE	...



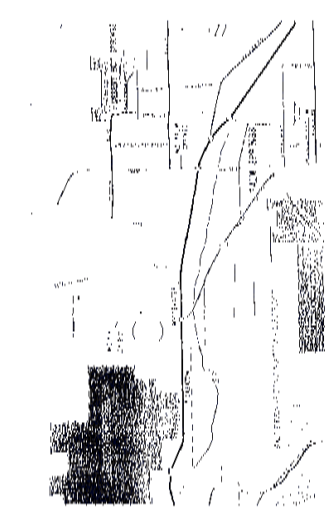
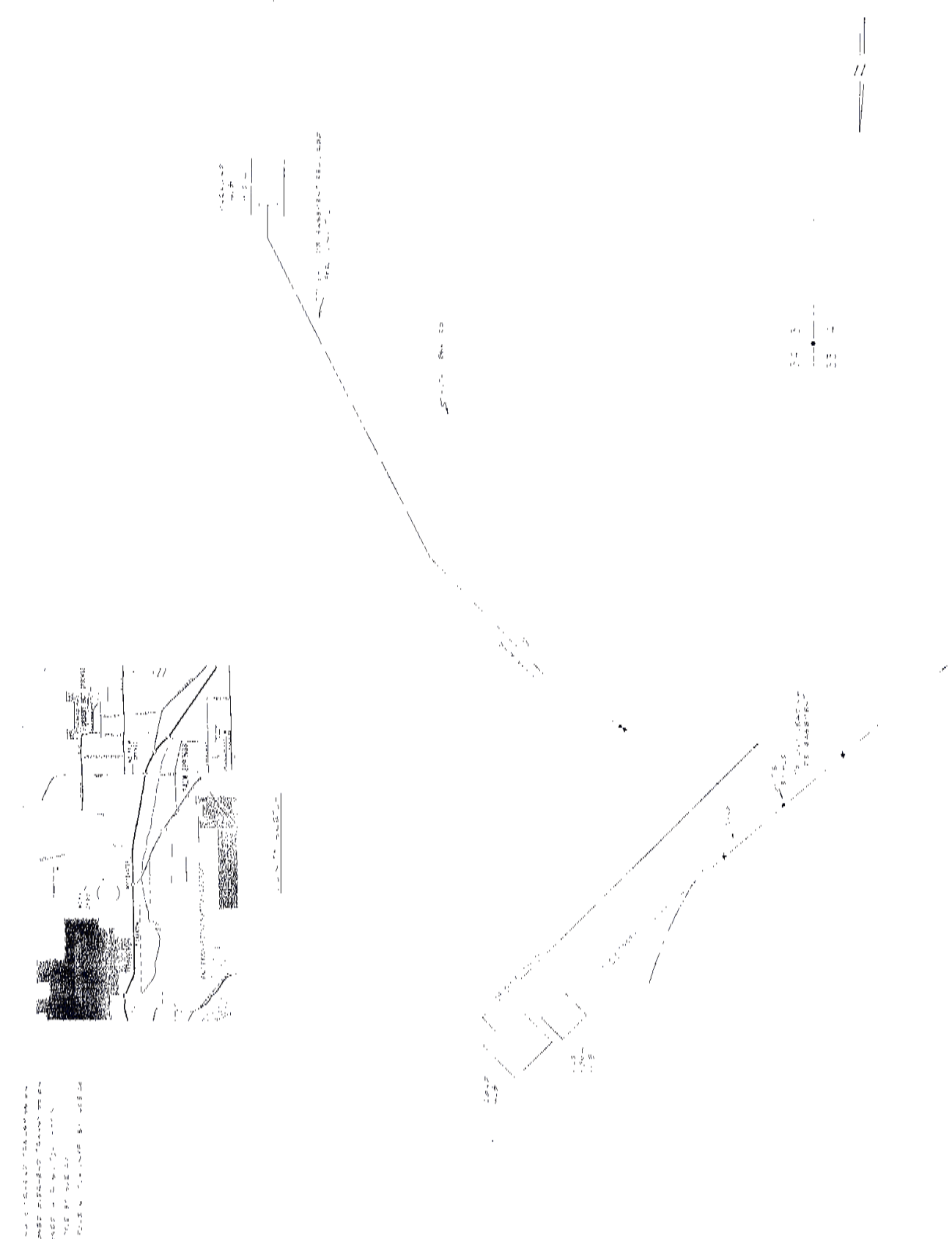
ALL DIMENSIONS SHOWN ON THIS
 PLAN ARE BASED ON THE
 SURVEY DATA PROVIDED BY THE
 CLIENT AND ARE NOT TO BE
 USED FOR CONSTRUCTION
 WITHOUT THE APPROVAL OF
 THE ENGINEER.

100-100-100-100
 10/1/68



D
K
A
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D
 DONALD M. L. K. AERONAUTICAL INC.
 CONSULTING ENGINEERS
 1724 F. STATION AVENUE
 WASHINGTON, DISTRICT OF COLUMBIA 20004
 (202) 271-2000

PROJECT NO.	100-100-100-100
DATE	10/10/10
SCALE	AS SHOWN
BY	DKA
CHECKED BY	DKA
APPROVED BY	DKA
TITLE	PLAN OF THE PROPOSED AIRPORT



ALL DIMENSIONS ARE IN FEET
 UNLESS OTHERWISE SPECIFIED
 ALL DIMENSIONS ARE TO CENTERLINE
 UNLESS OTHERWISE SPECIFIED
 ALL DIMENSIONS ARE TO CENTERLINE
 UNLESS OTHERWISE SPECIFIED





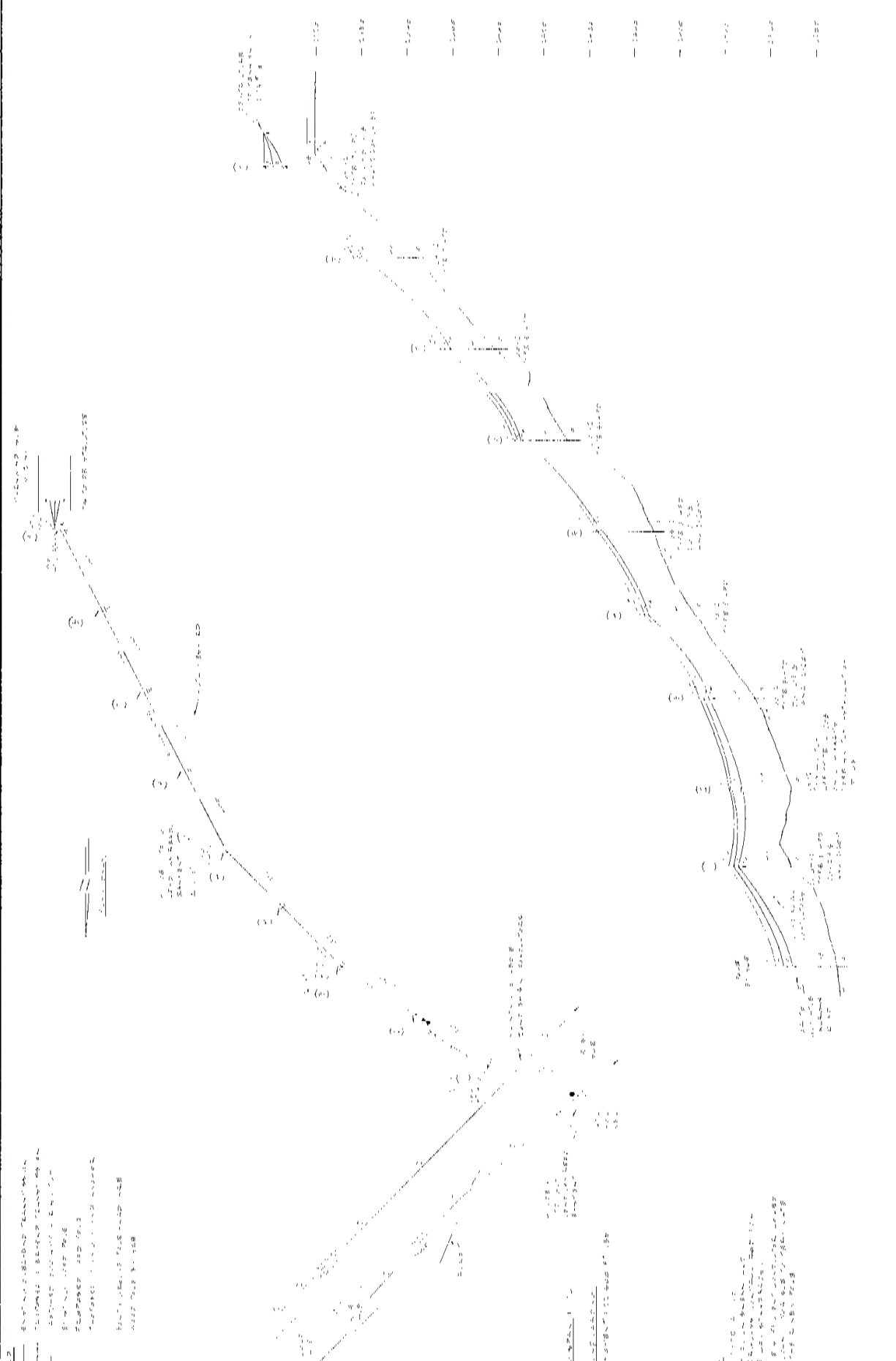
DONALD G. L. R. ALEXANDER, INC.
 Consulting Engineers
 1770 E. Glenn Avenue
 Fairfax, Virginia 22031
 (703) 271-7931

**A
K
D**

Project No. 100-100000-01
 Date: 10/15/2023
 Scale: As Shown
 Drawing No. 100-100000-01-01

100-100000-01
100-100000-01

Sheet No. 1 of 1
 Date: 10/15/2023



LEGEND

- Proposed Road
- Easement
- Survey
- Property Boundary
- Right-of-Way
- Utility
- Obstacle
- Proposed Road
- Easement
- Survey
- Property Boundary
- Right-of-Way
- Utility
- Obstacle

100-100000-01-01
 100-100000-01-01



D DONALD W. F. ASSOCIATES, INC.
 Consulting Engineers and Architects
 1275 L Street, N.W.
 Washington, D.C. 20004
 (202) 331-2411

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DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT: _____
 SHEET NO. _____

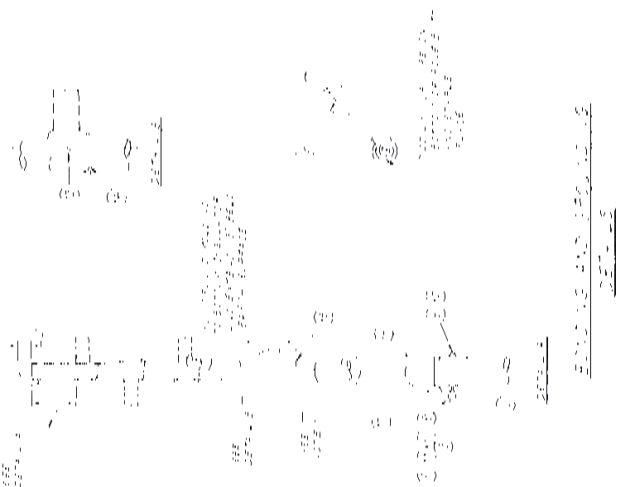
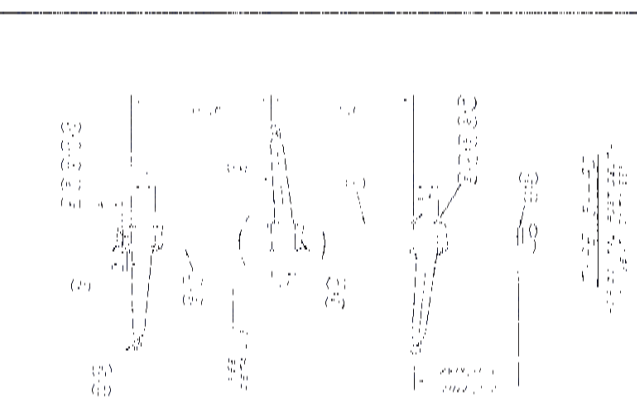
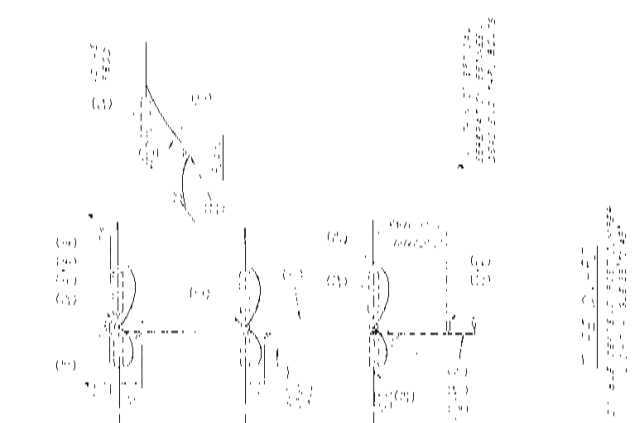
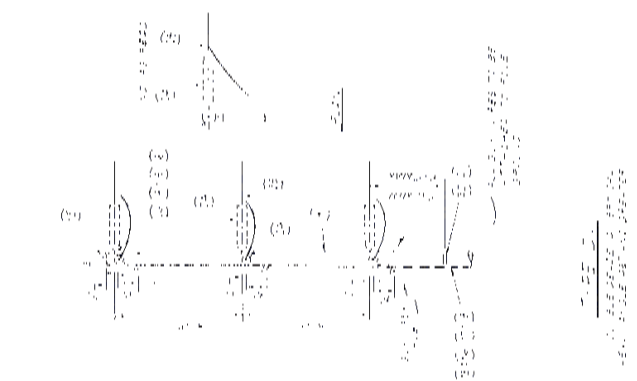
PLANK LAMINATE
 11/11/11

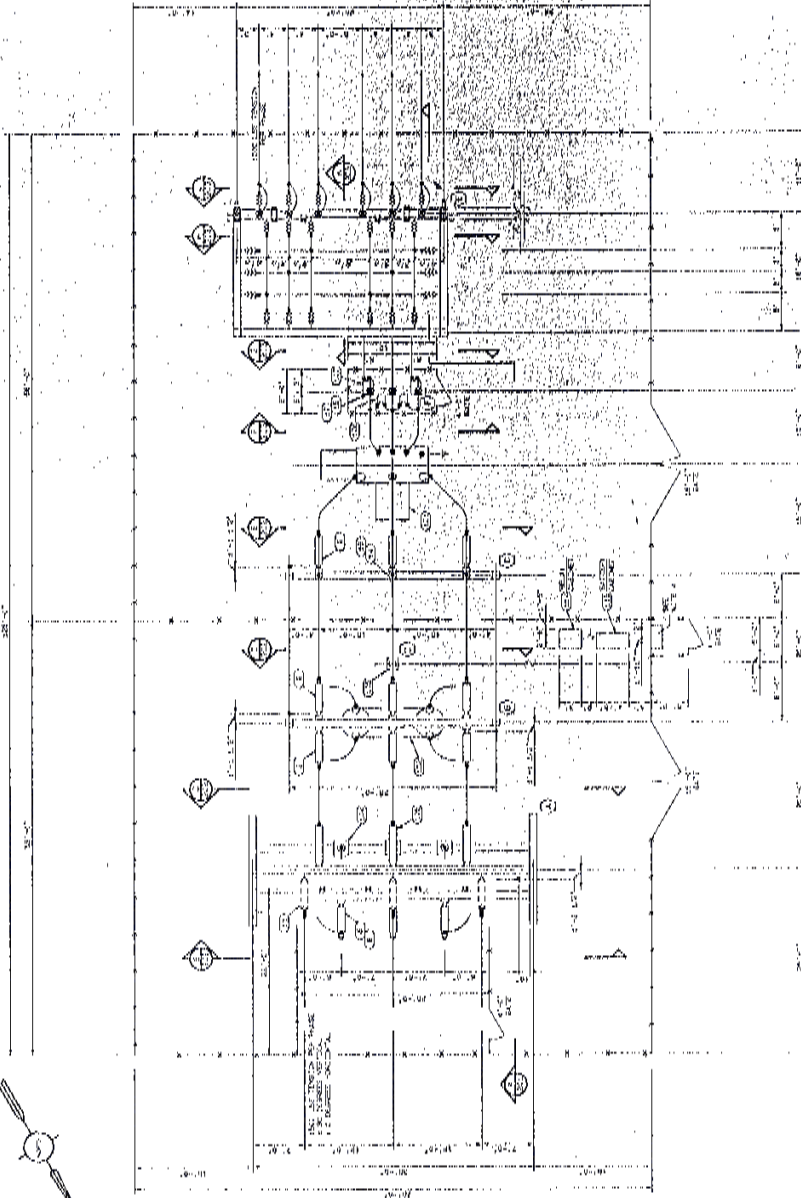
11/11/11

MATERIAL LIST

- SECTION
- 1. 1/2" x 1/2" x 1/2" (3/4")
 - 2. 1/2" x 1/2" x 1/2" (3/4")
 - 3. 1/2" x 1/2" x 1/2" (3/4")
 - 4. 1/2" x 1/2" x 1/2" (3/4")
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 - 11. 1/2" x 1/2" x 1/2" (3/4")
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 - 13. 1/2" x 1/2" x 1/2" (3/4")
 - 14. 1/2" x 1/2" x 1/2" (3/4")
 - 15. 1/2" x 1/2" x 1/2" (3/4")
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 - 20. 1/2" x 1/2" x 1/2" (3/4")

NOTE:
 1. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.





- NOTES:
- 1. C INDICATES THE NUMBER OF WINDING OF TRANSFORMER
 - 2. O INDICATES STRONG INSULATION, REFER TO MATERIAL LIST ATTACHED
 - 3. B INDICATES BREAKER POSITION, IDENTIFIED BY
 - 4. K INDICATES LOCATION NUMBER
 - 5. M INDICATES MOUNTING AS NOTED TO BE
 - 6. R INDICATES LOCATION AS NOTED TO BE
 - 7. R INDICATES LOCATION AS NOTED TO BE

NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
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PROJECT: SUBSTATION PLAN VIEW
 SHEET NO. 1 OF 1
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]
 SCALE: AS SHOWN
 PROJECT NO.: 20000000

GENERAL ELECTRIC
 ELECTRIC EQUIPMENT
 PALM SPRINGS, CALIFORNIA

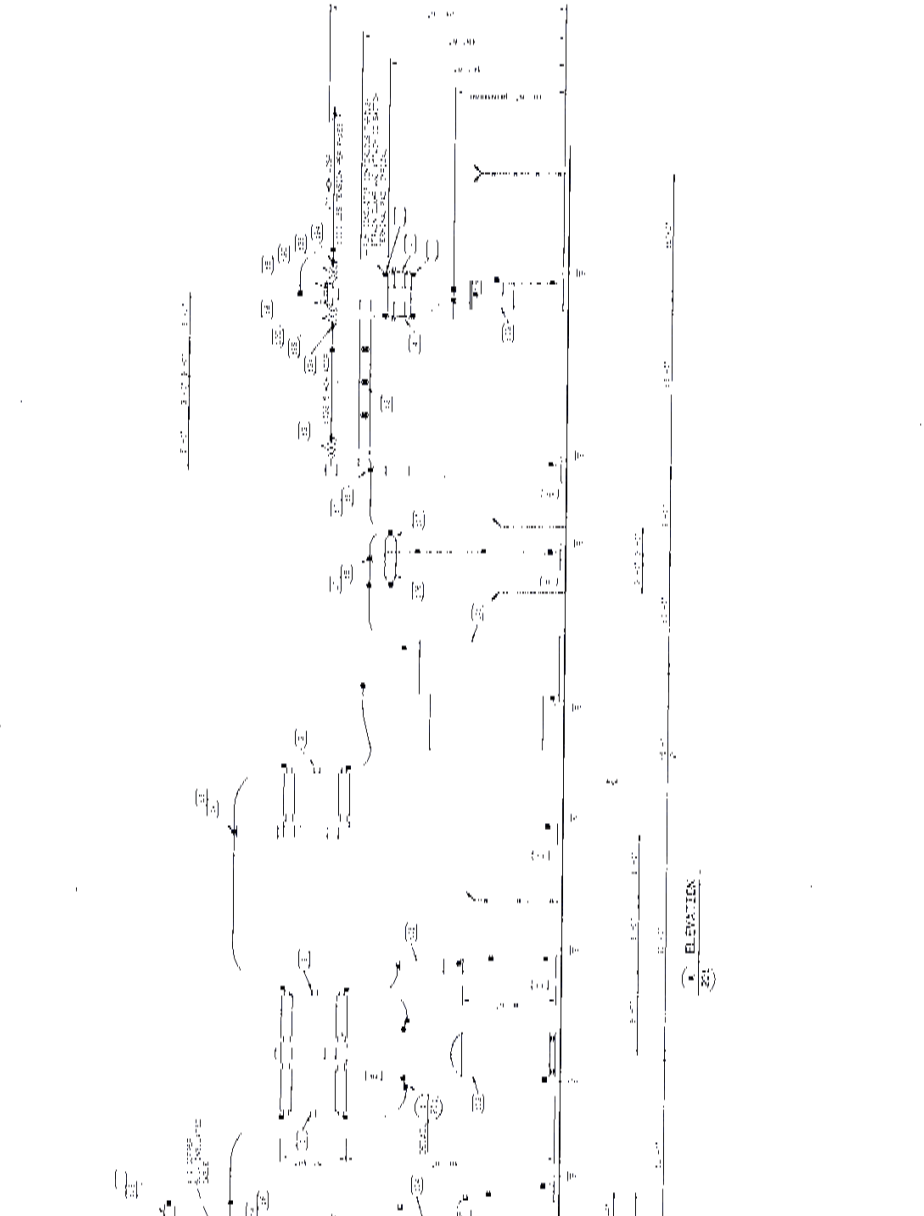
REVISIONS:

NO.	DESCRIPTION	DATE
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1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, AS AMENDED, AND THE CALIFORNIA ELECTRICAL CODE, AS AMENDED.

2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE, AS AMENDED, AND THE NATIONAL ELECTRICAL CODE, AS AMENDED.



NO.	DESCRIPTION	QUANTITY	UNIT
1	TRANSFORMER	2	EA
2	SWITCHGEAR	1	EA
3	BUSBAR	10	FT
4	CABLE	50	FT
5	WIRE	100	FT
6	CONDUIT	50	FT
7	TRUSS	1	EA
8	ANCHOR BOLT	20	EA
9	NUT	20	EA
10	WASHER	20	EA
11	SCREW	10	EA
12	ANGLE IRON	10	FT
13	PLATE	10	EA
14	BRACKET	10	EA
15	CONDUIT FITTING	10	EA
16	CONDUIT	10	FT
17	WIRE	100	FT
18	CONDUIT	10	FT
19	WIRE	100	FT
20	CONDUIT	10	FT
21	WIRE	100	FT
22	CONDUIT	10	FT
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30	CONDUIT	10	FT

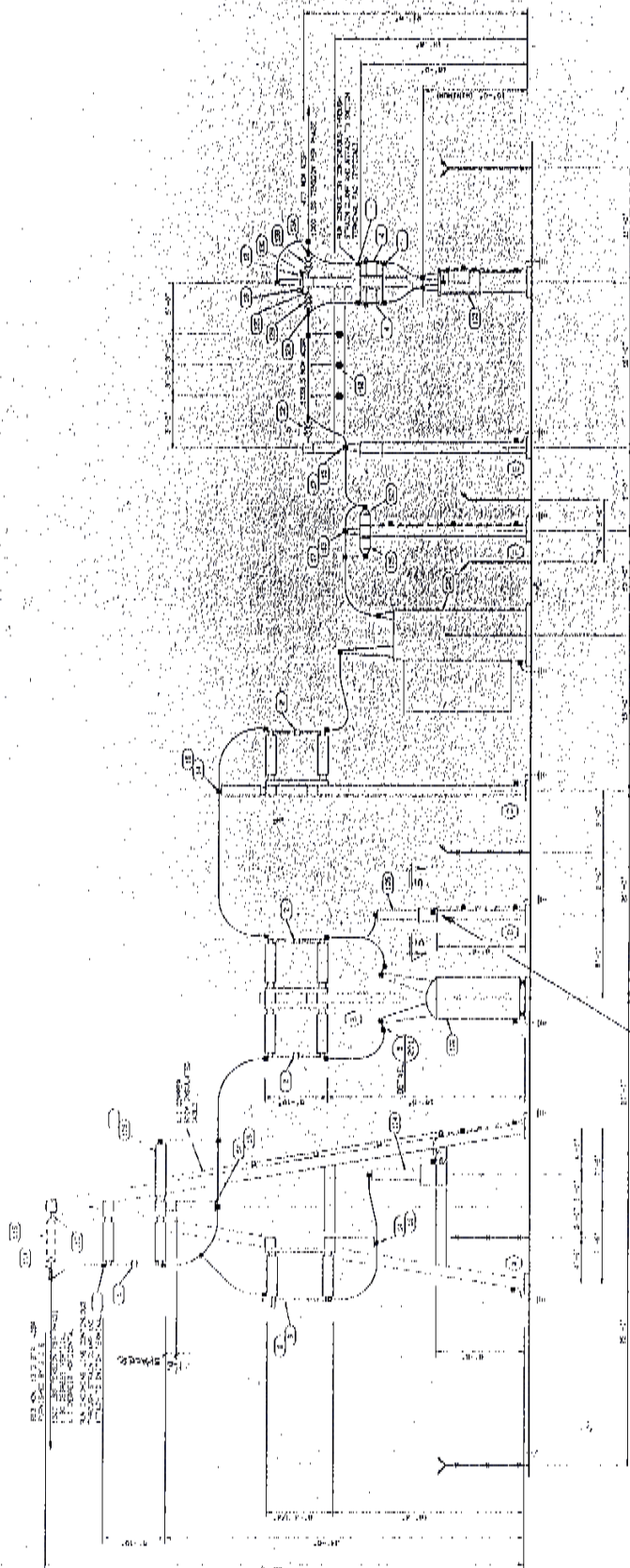
NO.	DESCRIPTION	QUANTITY	UNIT
1	TRANSFORMER	2	EA
2	SWITCHGEAR	1	EA
3	BUSBAR	10	FT
4	CABLE	50	FT
5	WIRE	100	FT
6	CONDUIT	50	FT
7	TRUSS	1	EA
8	ANCHOR BOLT	20	EA
9	NUT	20	EA
10	WASHER	20	EA
11	SCREW	10	EA
12	ANGLE IRON	10	FT
13	PLATE	10	EA
14	BRACKET	10	EA
15	CONDUIT FITTING	10	EA
16	CONDUIT	10	FT
17	WIRE	100	FT
18	CONDUIT	10	FT
19	WIRE	100	FT
20	CONDUIT	10	FT
21	WIRE	100	FT
22	CONDUIT	10	FT
23	WIRE	100	FT
24	CONDUIT	10	FT
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26	CONDUIT	10	FT
27	WIRE	100	FT
28	CONDUIT	10	FT
29	WIRE	100	FT
30	CONDUIT	10	FT

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, AS AMENDED, AND THE CALIFORNIA ELECTRICAL CODE, AS AMENDED.

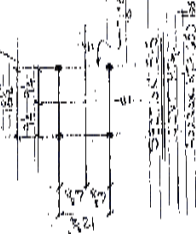
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE, AS AMENDED, AND THE NATIONAL ELECTRICAL CODE, AS AMENDED.

4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE, AS AMENDED, AND THE NATIONAL ELECTRICAL CODE, AS AMENDED.



ELEVATION
108



SUBSTATION ELEVATIONS & SECTIONS

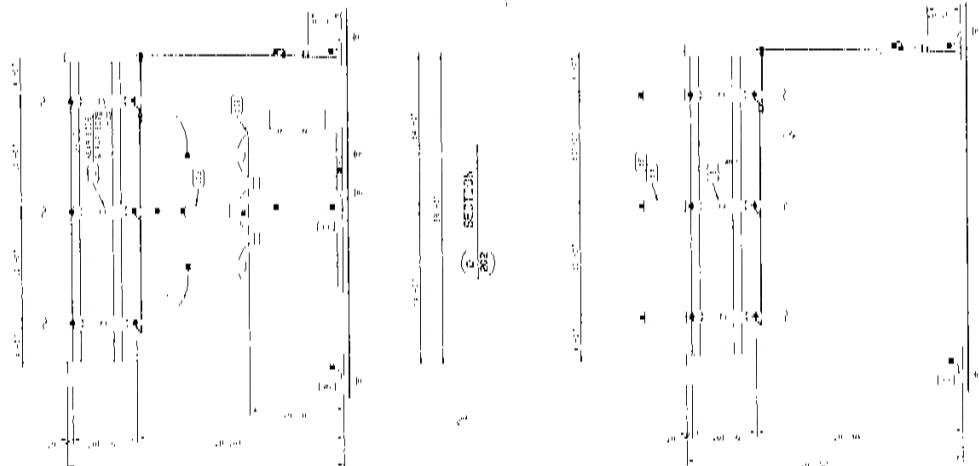
PROJECT NO.	12-21
DATE	12-21-15
DESIGNER	E. P. WILSON
CHECKER	E. P. WILSON
SCALE	AS SHOWN
PROJECT	AMTRAK TEXAS PASS CORP. PALM SPRINGS, CALIFORNIA
DATE	12-21-15
BY	E. P. WILSON
CHECKED BY	E. P. WILSON

GENERAL ELECTRIC
CORPORATION
PALM SPRINGS, CALIFORNIA

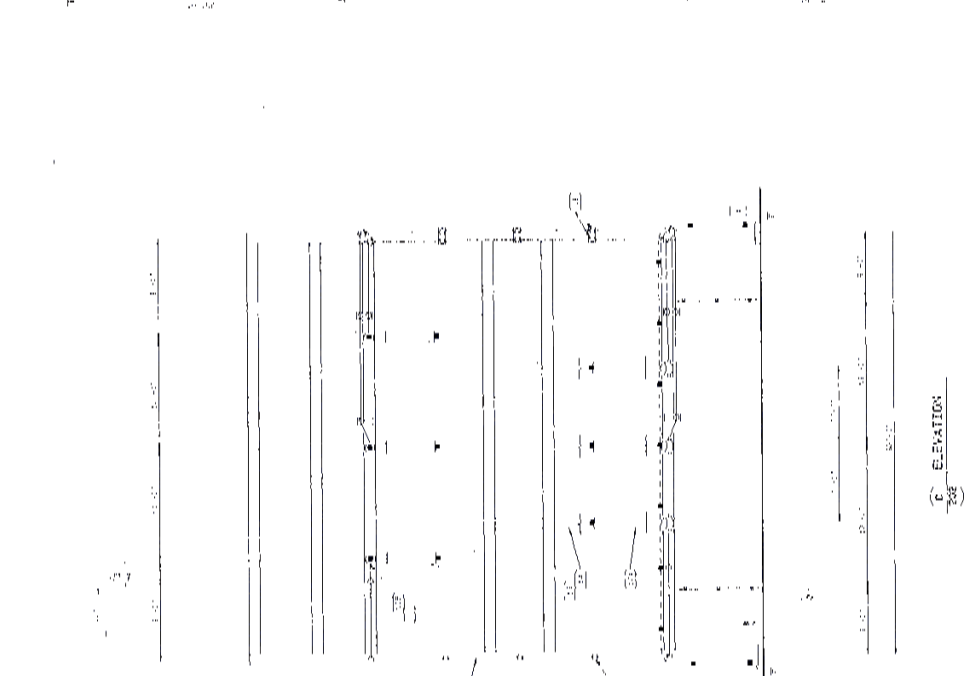
IN THE CITY OF PALM SPRINGS, CALIFORNIA, I, E. P. WILSON, a duly licensed Professional Engineer, do hereby certify that the above is a true and correct copy of the original drawings as filed with me for record.

DATE: 12-21-15

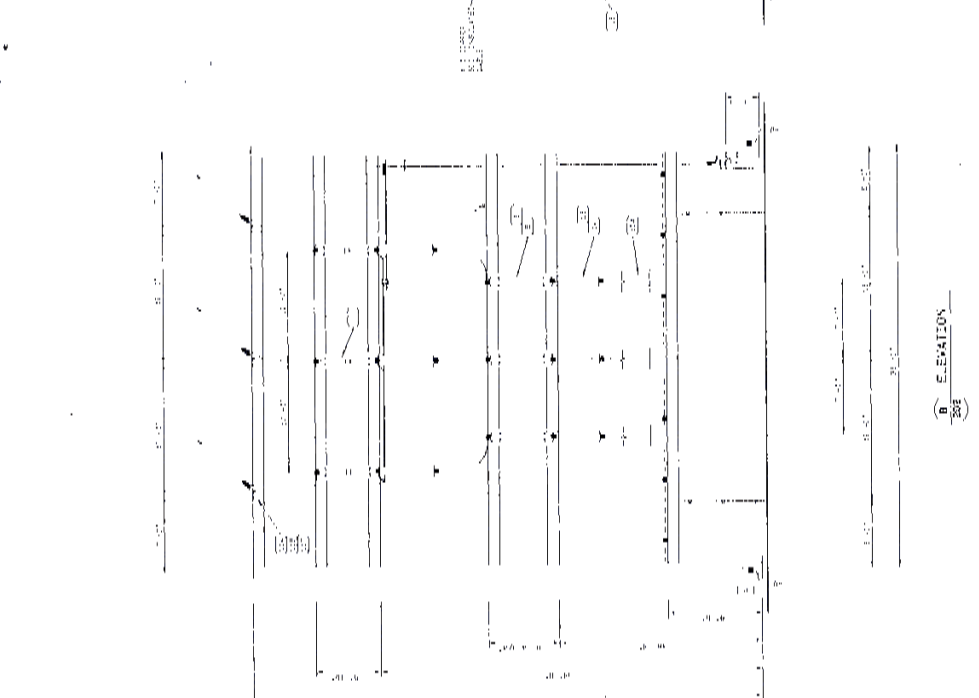
BY: E. P. WILSON



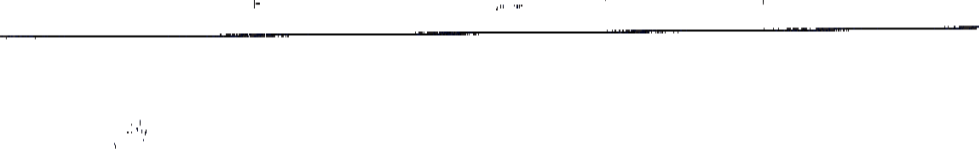
(A) ELEVATION



(B) ELEVATION



(C) ELEVATION



(D) SECTION

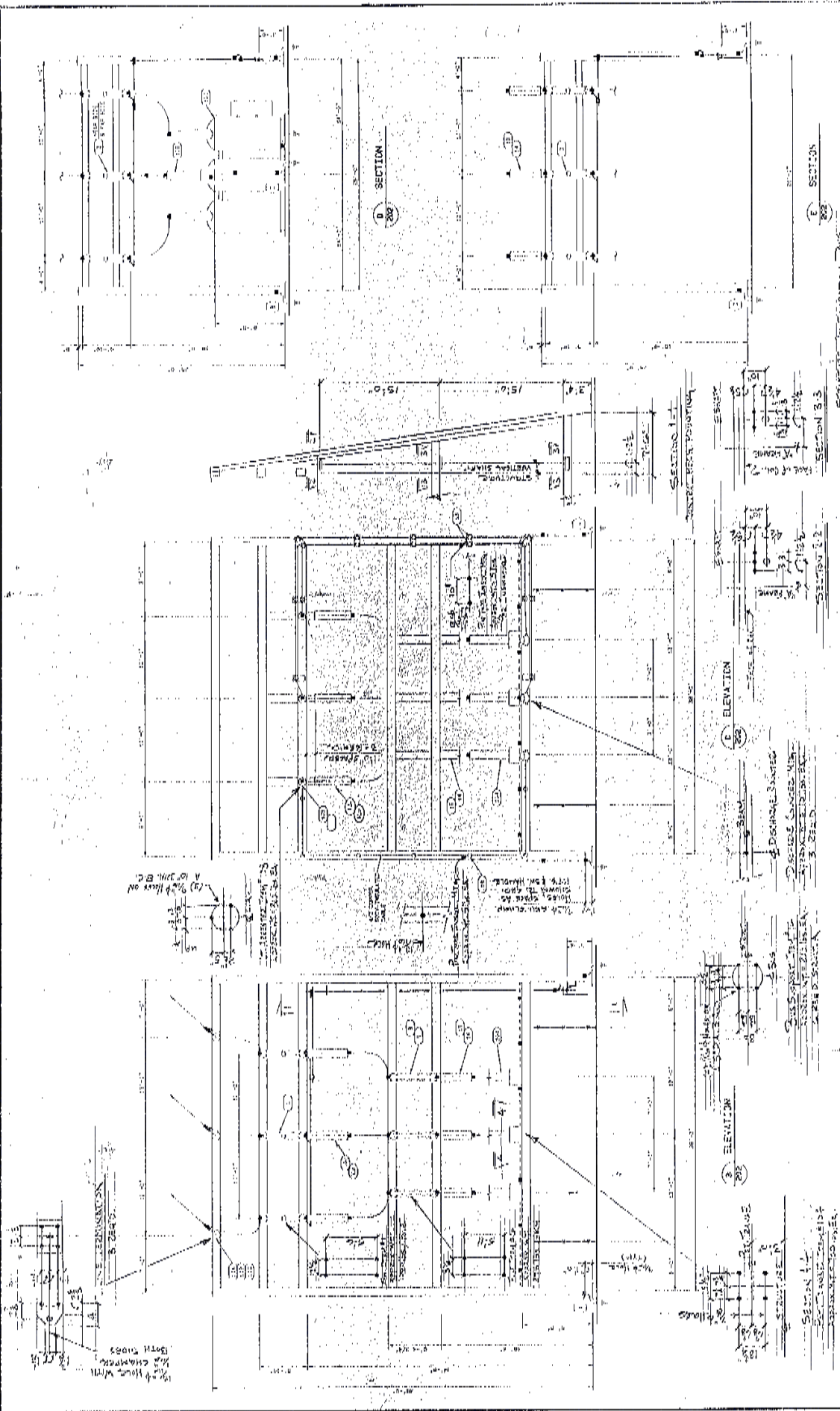


(E) SECTION

GENERAL ELECTRIC
 SUBSTATION ELEVATIONS & SECTIONS
 SUBSTATION NO. 282
 PROJECT NO. 385022
 DRAWING NO. 282

DATE: 11/15/50
 DRAWN BY: J. W. BROWN
 CHECKED BY: J. W. BROWN
 APPROVED BY: J. W. BROWN

GENERAL ELECTRIC CORPORATION
 P.O. BOX 1000
 PITTSBURGH, PENNSYLVANIA



PROJECT: SUBSTATION ELEVATIONS & SECTIONS

DATE: 11/10/10

DRAWN BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

SCALE: AS SHOWN

PROJECT NO: 2735

DATE: 11/10/10

DRAWN BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

SCALE: AS SHOWN

PROJECT NO: 2735

SHEET NO: 2

GENERAL ELECTRIC
 SUBSTATION ELEVATIONS & SECTIONS

MARK TECHNOLOGIES CORPORATION
 FALL SPRING, CALIFORNIA

PROJECT NO: 2735
 DATE: 11/10/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

SCALE: AS SHOWN

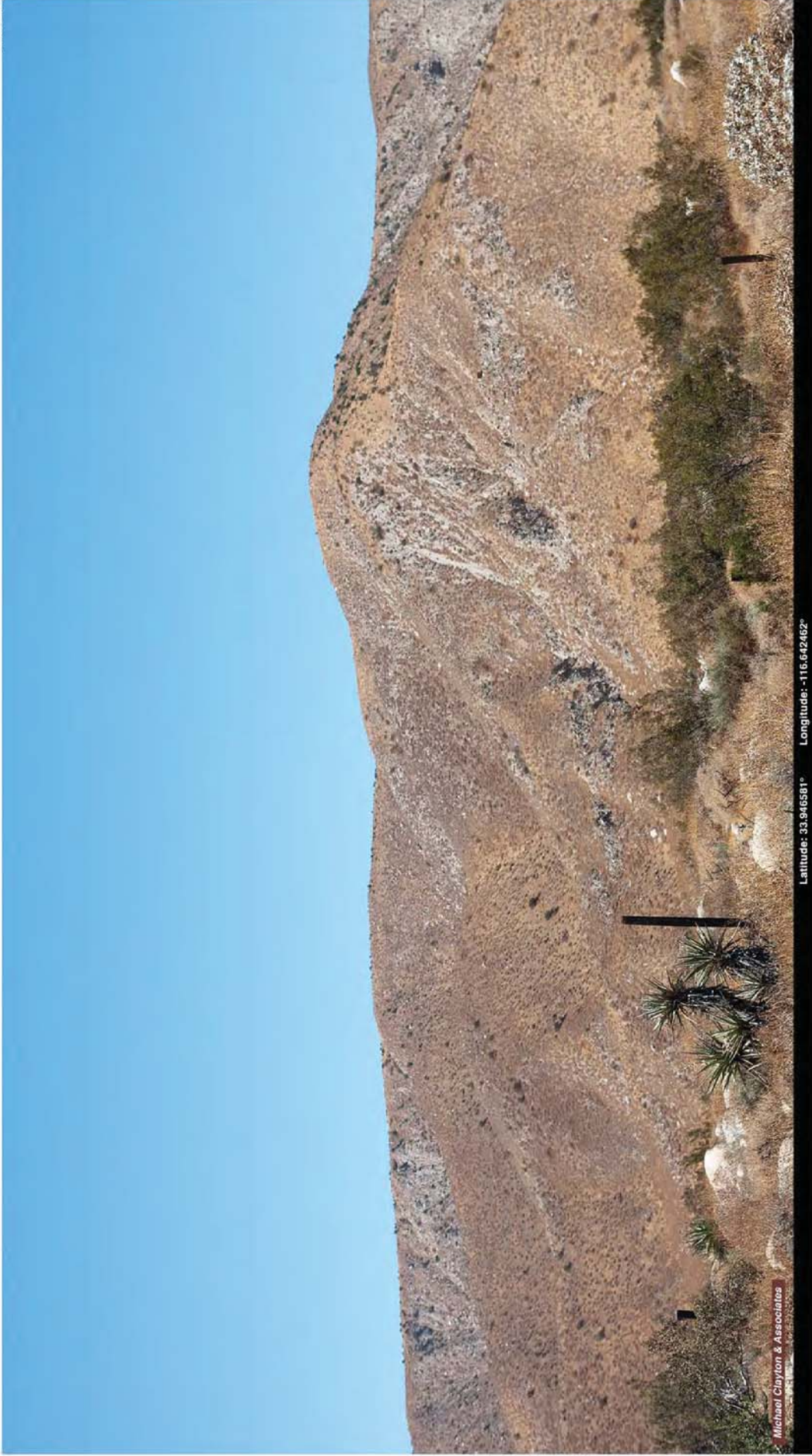
SECTION 1-1
 SECTION 2-2
 SECTION 3-3
 ELEVATION 1-1
 ELEVATION 2-2
 ELEVATION 3-3

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SHOWN.
 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SHOWN.

1/2" HOLES WITH 1/4" CHAMFER, BOTH SIDES.
 1/2" HOLES WITH 1/4" CHAMFER, BOTH SIDES.

Section 7

Visual Analysis



Michael Clayton & Associates

Latitude: 33.946591° Longitude: -116.642462°

This image presents the **Existing View** to the southwest from **KOP 1** on Whitewater Canyon Road at the south end of the residential community of Bonnie Bell. This view captures a portion of the ridge that forms the western border of Whitewater Canyon. The landscape appears relatively undeveloped, though further to the south along the ridge are electric transmission line structures and wind turbine generators (WTGs) that are visible to the north.

KOP 1
Bonnie Bell
Existing View

AM Wind Repower Project
Aesthetics
Figure V.1-1A



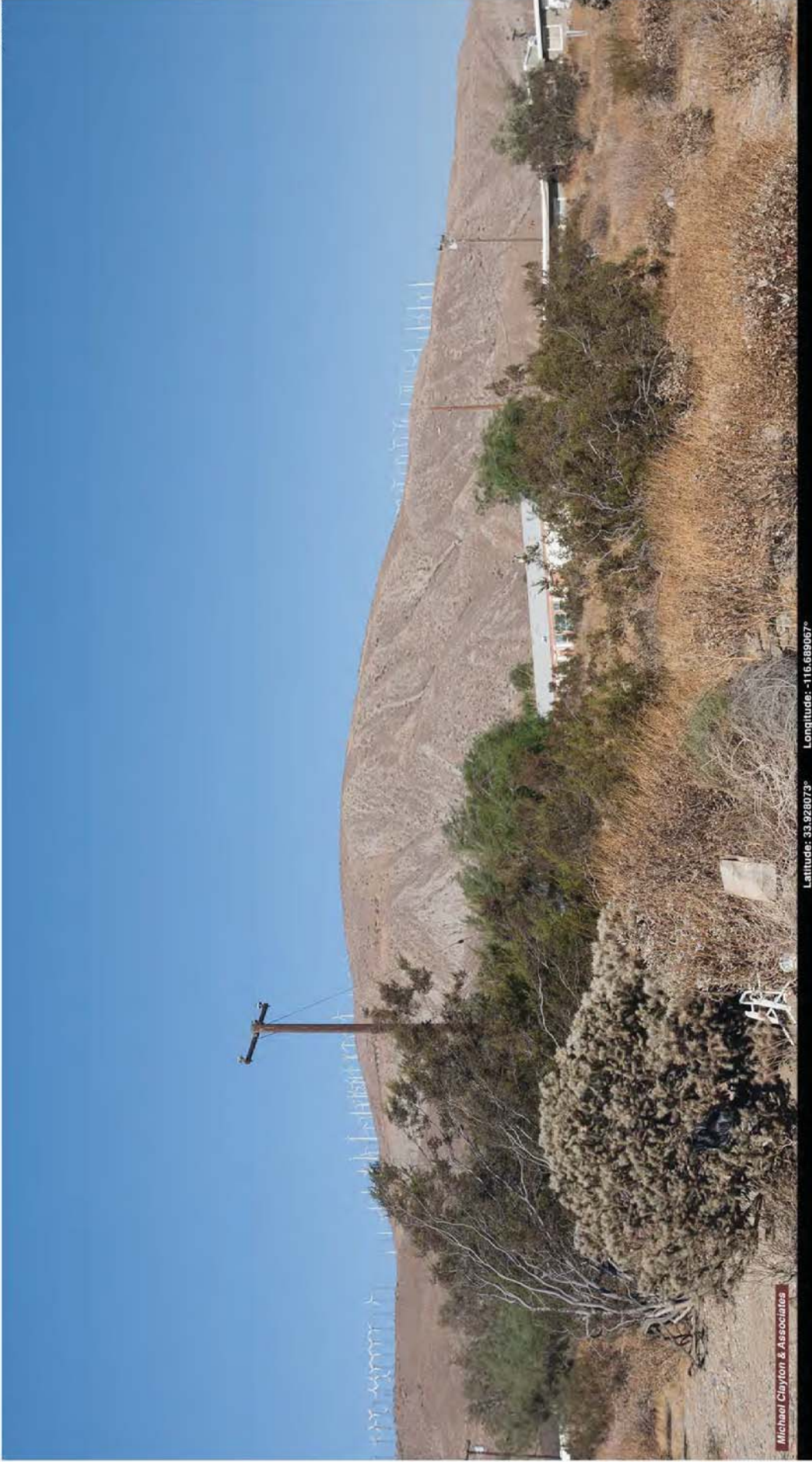
Michael Clayton & Associates

Latitude: 33.946591° Longitude: -116.642462°

This image presents a **Visual Simulation** of the proposed Project as viewed from **KOP 1** on Whitewater Canyon Road at the south end of the residential community of Bonnie Bell. As shown in the simulation, portions of six WTGs would be visible in this frame of view. The viewing distances from KOP 1 to the visible WTGs would range from approximately 0.75 mile to approximately 1.4 miles. The structures would be visually prominent features along the ridgeline.

KOP 1
Bonnie Bell
Visual Simulation

AM Wind Repower Project
Aesthetics
Figure V.1-1B



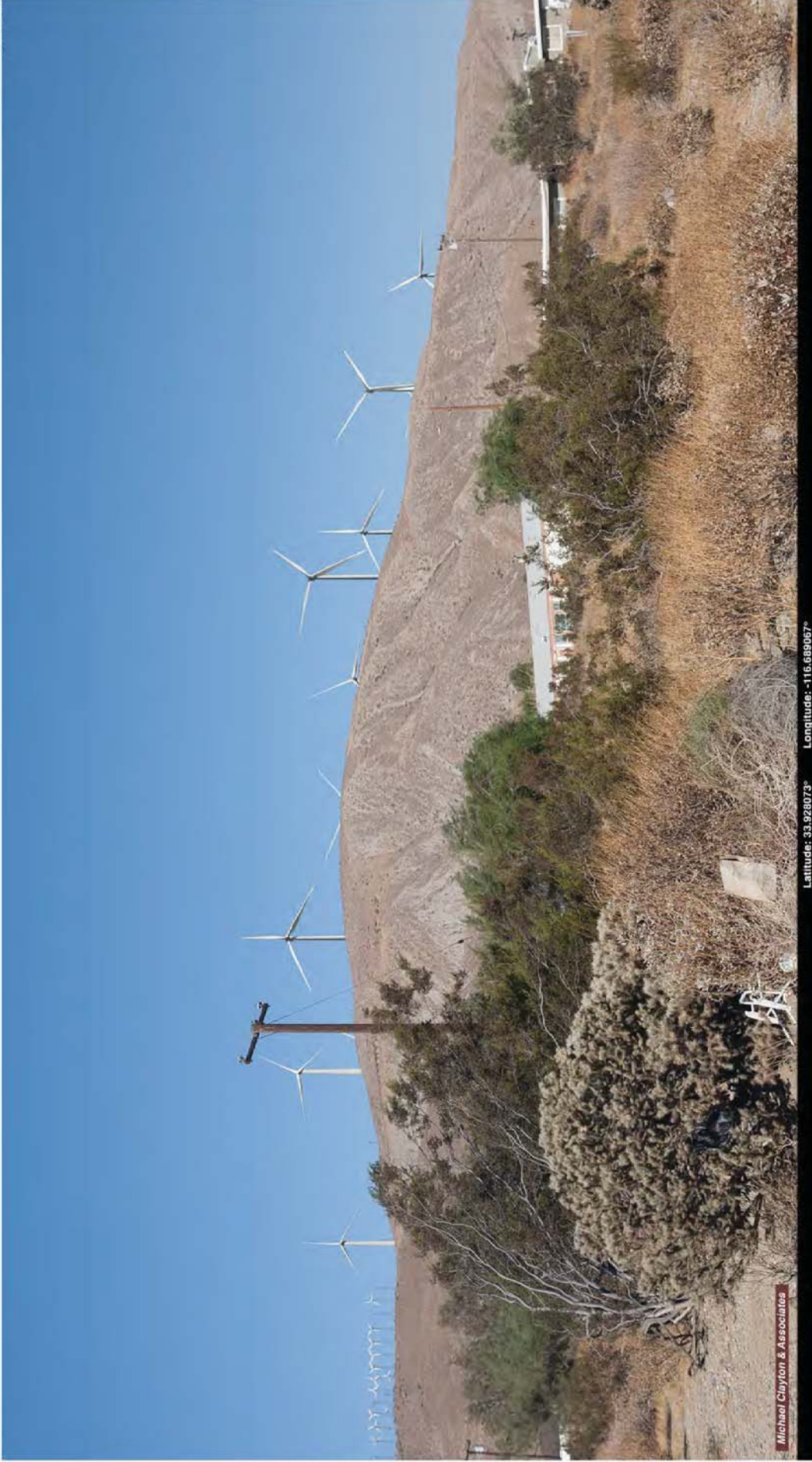
Michael Clayton & Associates

Latitude: 33.928073° Longitude: -116.689067°

This image presents the **Existing View** to the northeast from **KOP 2** on Haugen-Lehmann Way in the rural residential community of White Water. This view captures a portion of the sparsely vegetated hillslopes and ridge that border the eastern perimeter of the residential community. The ridges northeast of the community presently host numerous wind turbine generators as is apparent in the image.

KOP 2
White Water
Existing View

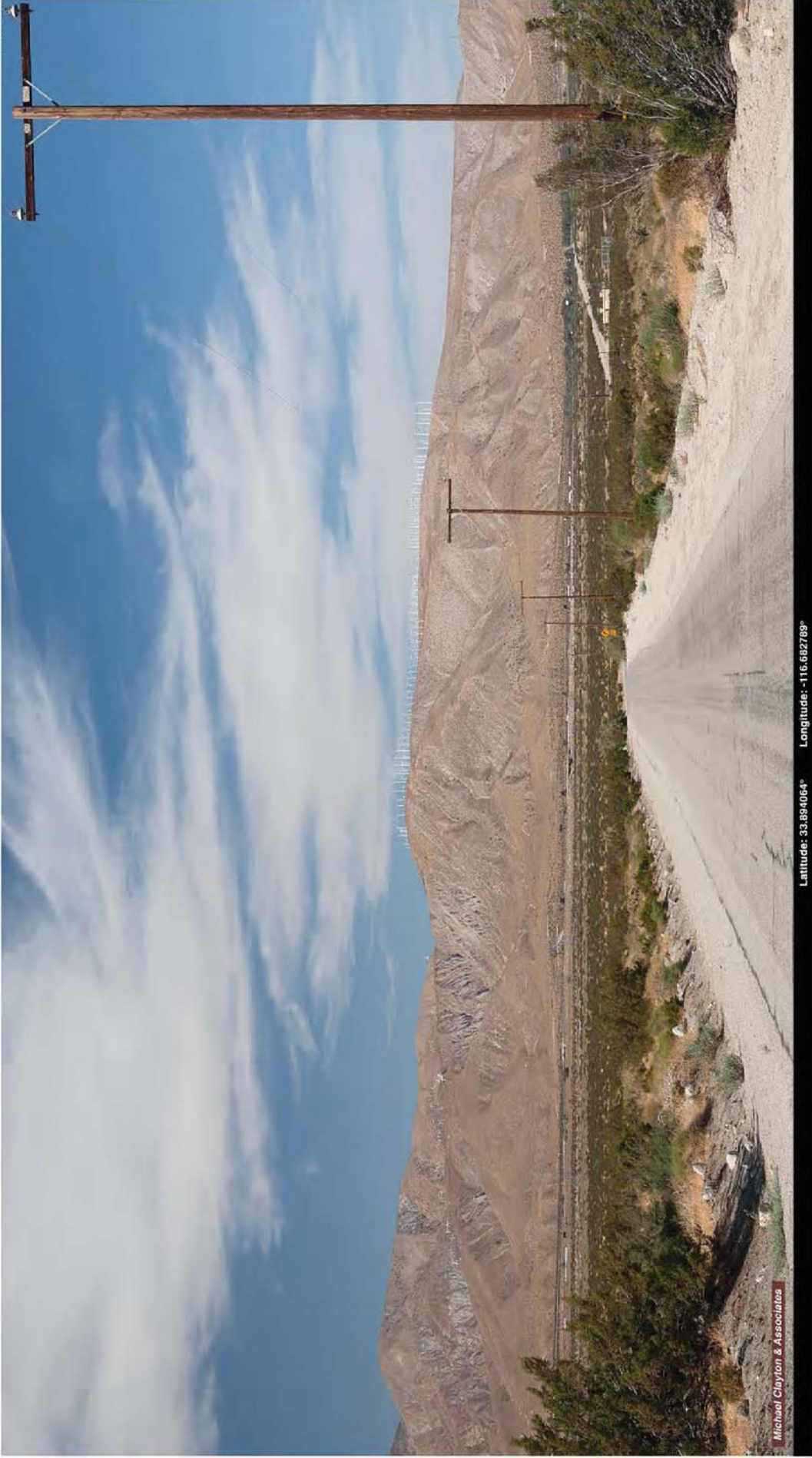
AM Wind Repower Project
Aesthetics
Figure V.1-2A



This image presents a **Visual Simulation** of the proposed Project as viewed from **KOP 2** on Haugen-Lehmann Way in the rural residential community of White Water. As shown in the simulation, portions of 11 WTGs would be prominently visible along the ridge line bordering the eastern perimeter of the residential community. The proposed Project also includes removal of the existing, lower-capacity WTGs (single-pole support structures) presently on site.

KOP 2
White Water
Visual Simulation

AM Wind Repower Project
Aesthetics
Figure V.1-2B

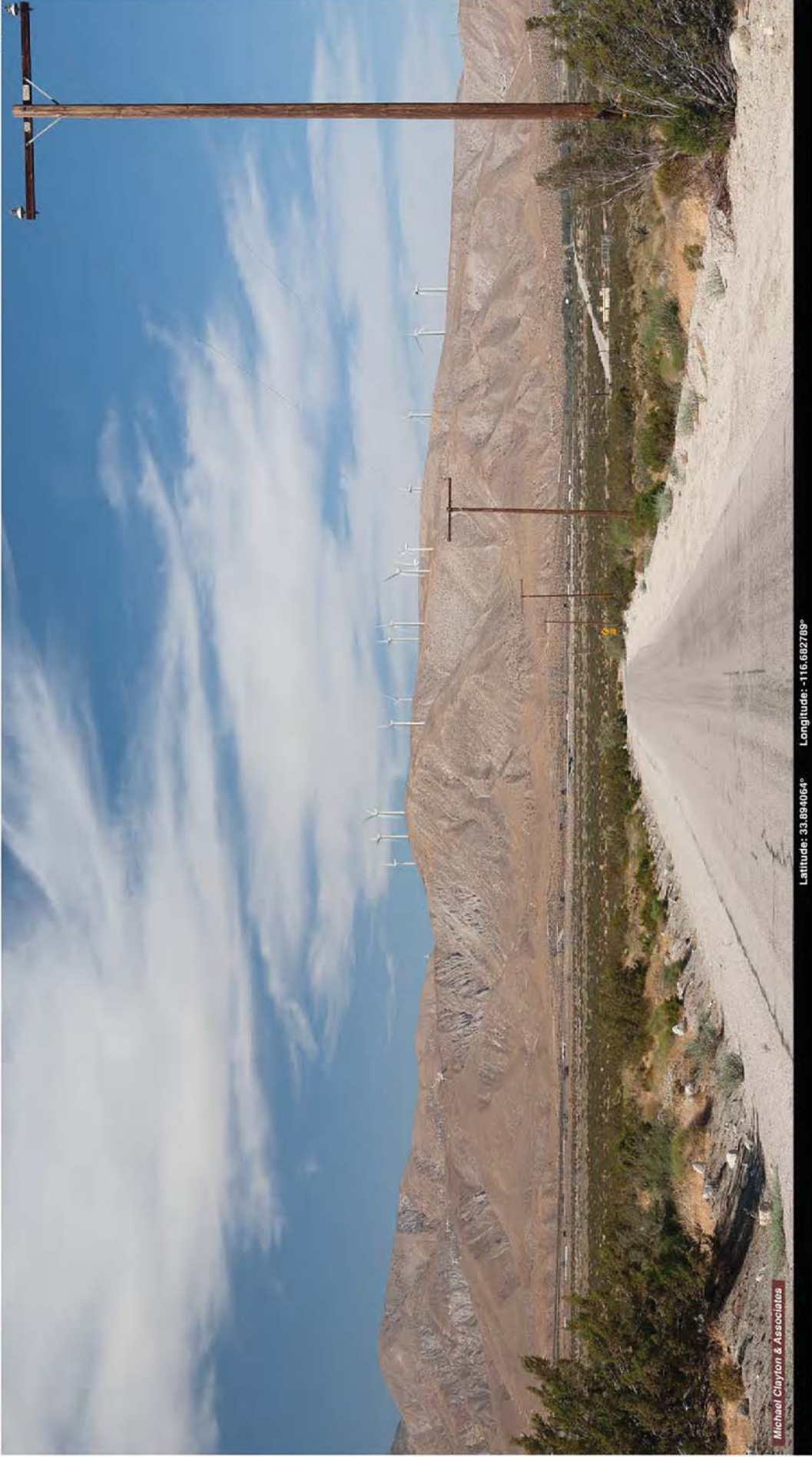


Latitude: 33.894064° Longitude: -116.682789°

This image presents the **Existing View** to the north from **KOP 3** on Snow Creek Road, just north of the rural residential enclave of Snow Creek Village. This expansive view to the north across San Geronimo Pass captures a portion of the ridge north of I-10 where the proposed Project would be located. The grouping of WTGs extending above the ridgeline in the center of the image would be replaced by proposed Project. The landscape is decidedly rural in character but hosts numerous energy facilities.

KOP 3
Snow Creek Village
Existing View

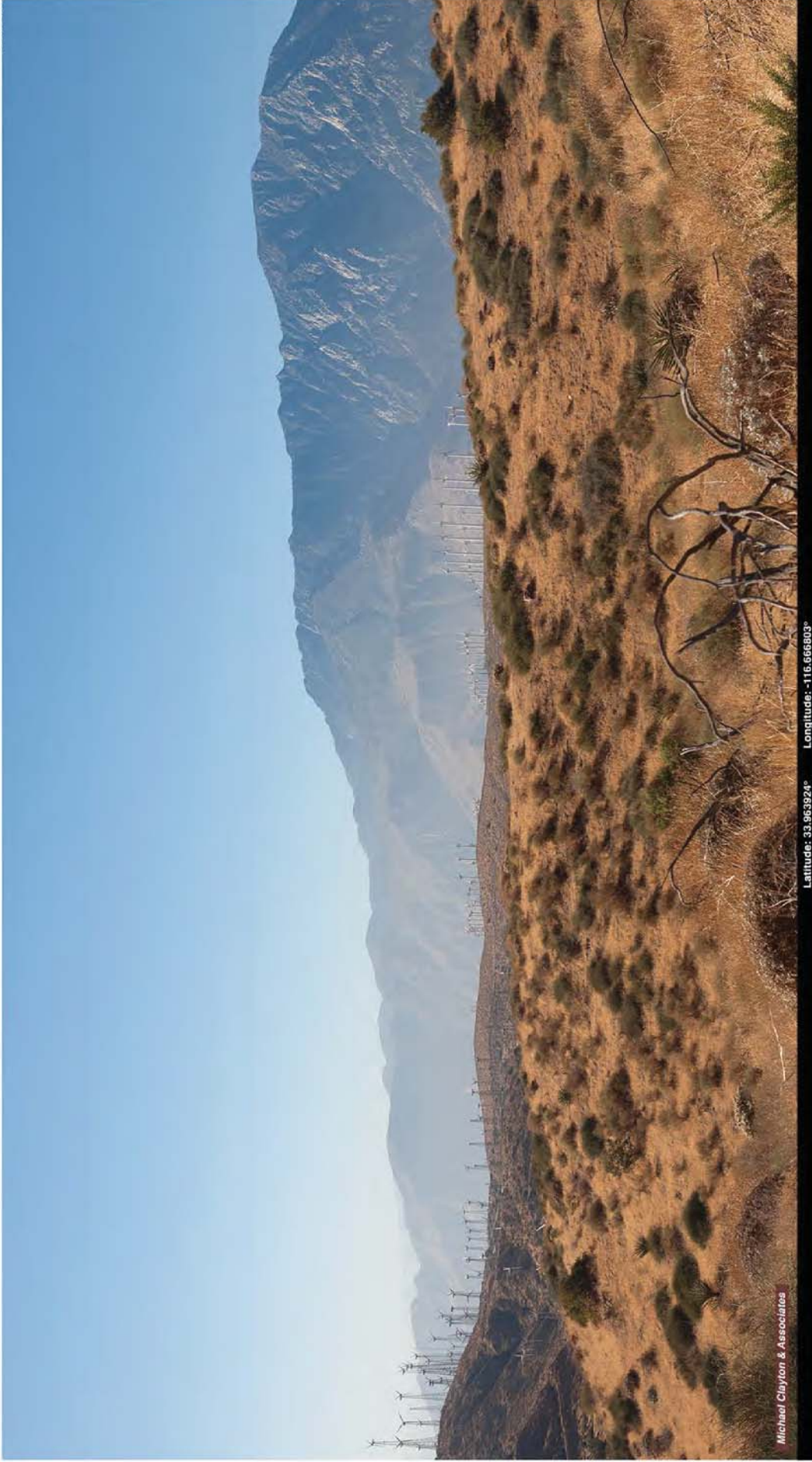
AM Wind Repower Project
Aesthetics
Figure V.1-3A



This image presents a **Visual Simulation** of the proposed Project as viewed from **KOP 3** on Snow Creek Road, just north of the rural residential enclave of Snow Creek Village. As shown in the simulation, portions of 14 WTGs would be prominently visible along the ridgeline of the San Bernardino Mountains north of I-10. The proposed Project also includes removal of the numerous, existing, lower-capacity WTGs (single-pole support structures) presently on site.

KOP 3
Snow Creek Village
Visual Simulation

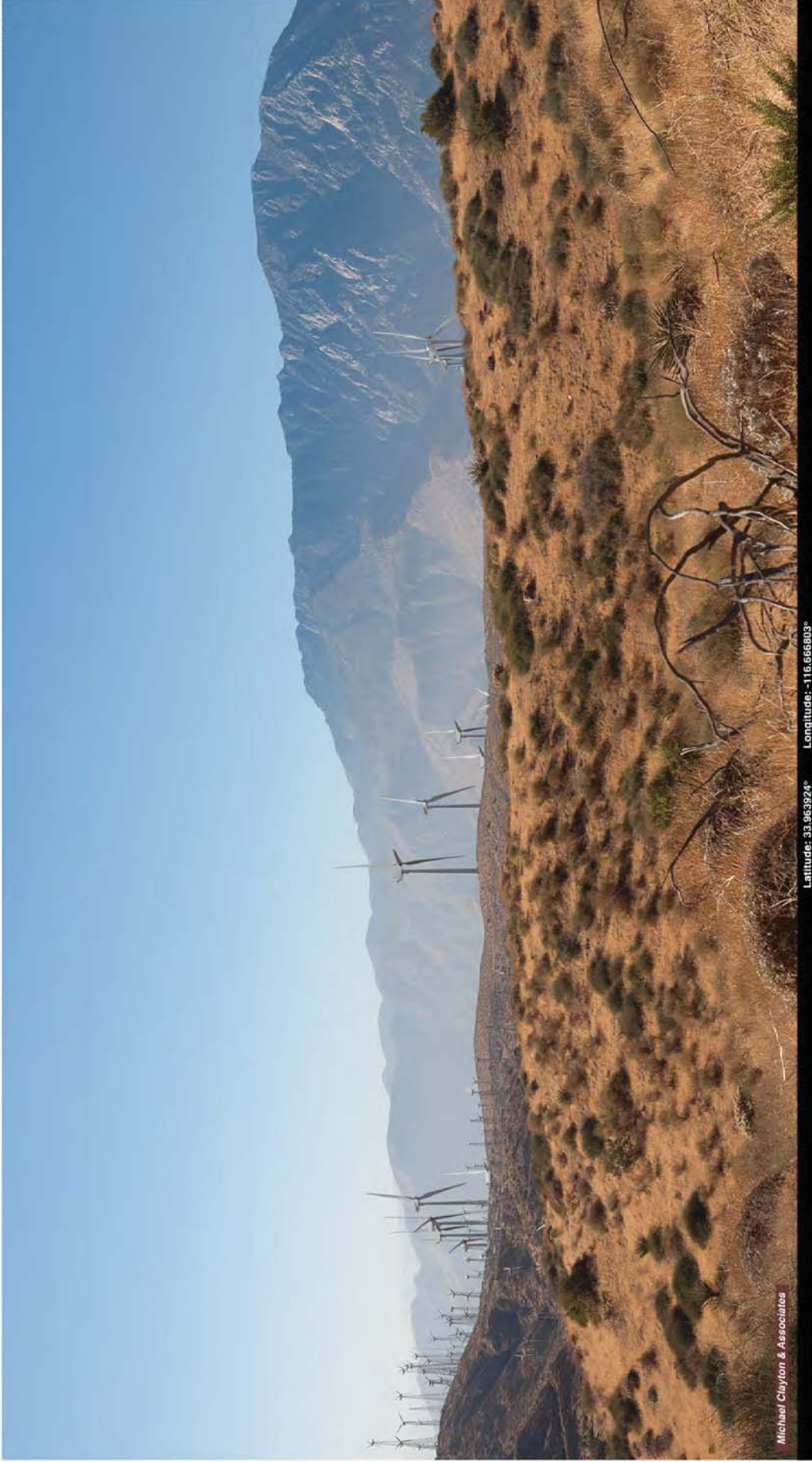
AM Wind Repower Project
Aesthetics
Figure V.1-3B



This image presents the **Existing View** to the south from **KOP 4** on the Pacific Crest Trail, approximately 1.25 miles north of the location of the proposed Project. The imposing form of Mount San Jacinto in the background, is the dominant feature in a landscape that, while predominantly natural in appearance, hosts several wind farms with numerous WTGs that exhibit a contrasting industrial character, as shown in this image.

KOP 4
Pacific Crest Trail
Existing View

AM Wind Repower Project
Aesthetics
Figure V.1-4A



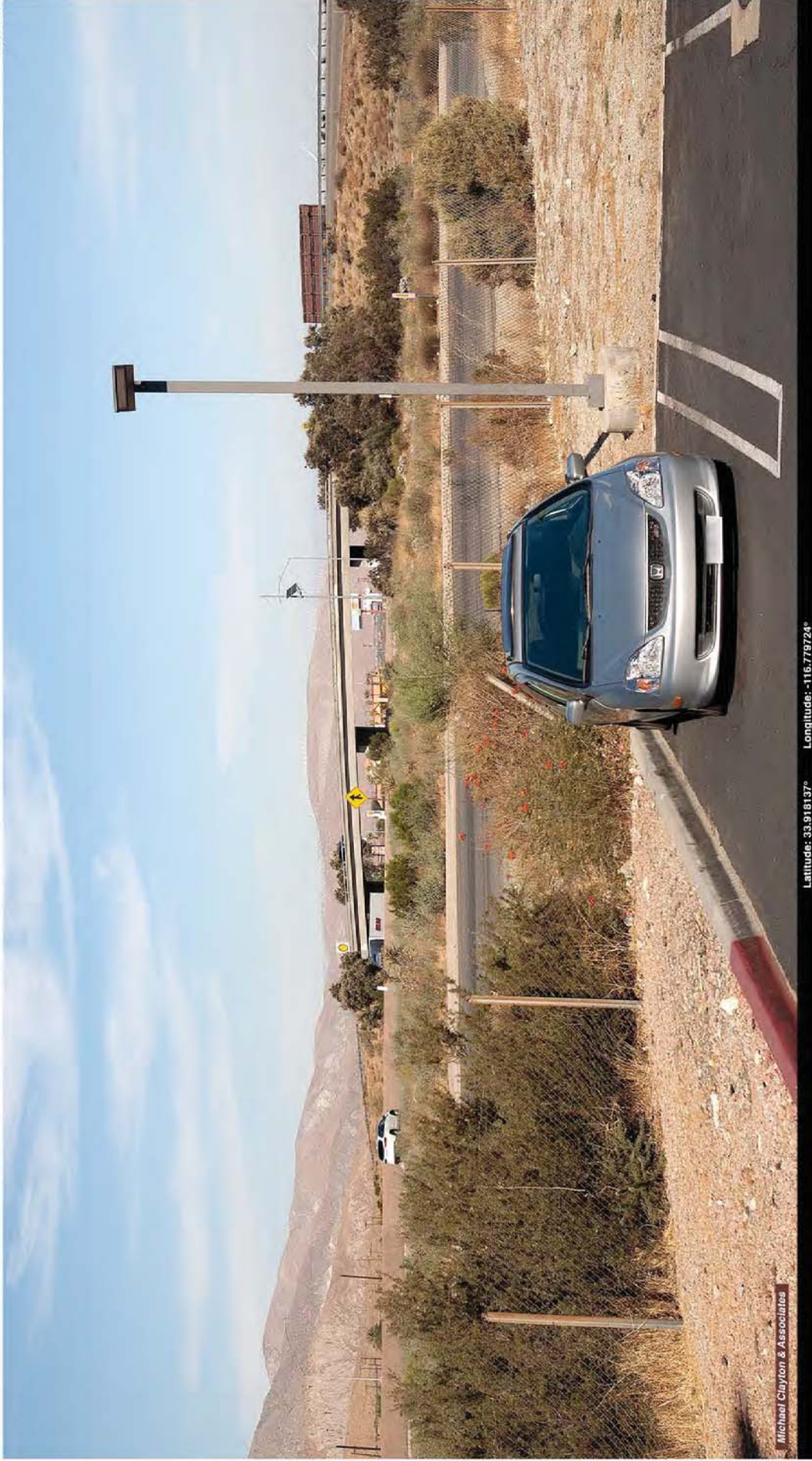
Michael Clayton & Associates

Latitude: 33.963924° Longitude: -116.666803°

This image presents a **Visual Simulation** of the proposed Project as viewed from **KOP 4** on the Pacific Crest Trail, approximately 1.25 miles north of the location of the proposed Project. As shown in the simulation, portions of all 14 WTGs would be visible along the ridgelines in the center of the image. The proposed Project includes the removal of numerous, existing, lower-capacity WTGs (single-pole support structures) presently on site.

KOP 4
Pacific Crest Trail
Visual Simulation

AM Wind Repower Project
Aesthetics
Figure V.1-4B



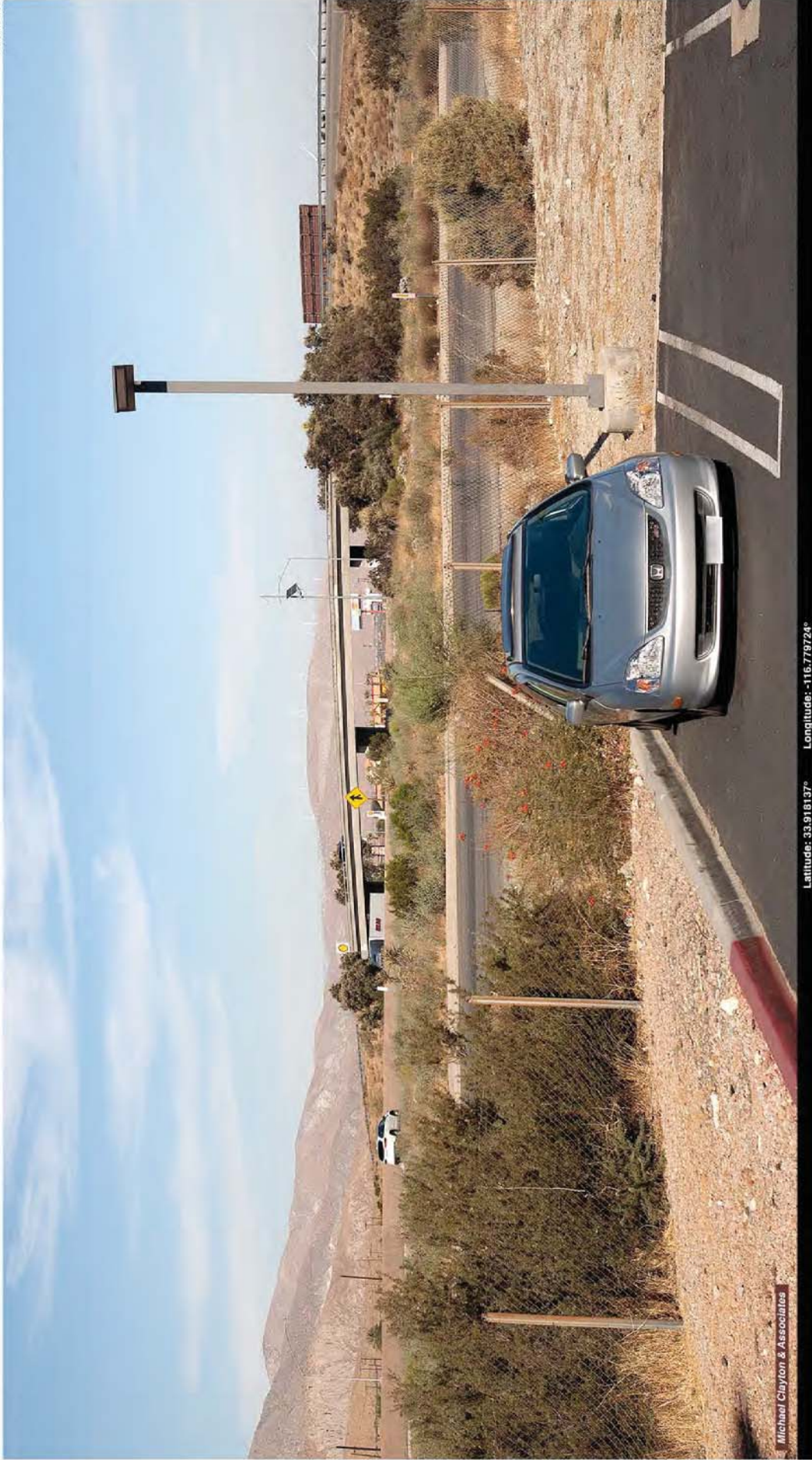
Michael Clayton & Associates

Latitude: 33.918137° Longitude: -116.779724°

This image presents the **Existing View** to the east-northeast from **KOP 5** in Cabazon at the Circle K parking lot, adjacent to the Main Street off-ramp from I-10, approximately 6.7 miles west-southwest of the location of the proposed Project. This view encompasses an urban freeway landscape of off-ramps and overpasses, backdropped by the southeast extent of the San Bernardino Mountains. Existing WTGs are faintly visible along the ridgelines upon which the proposed Project would be located.

KOP 5
Cabazon
Existing View

AM Wind Repower Project
Aesthetics
Figure V.1-5A

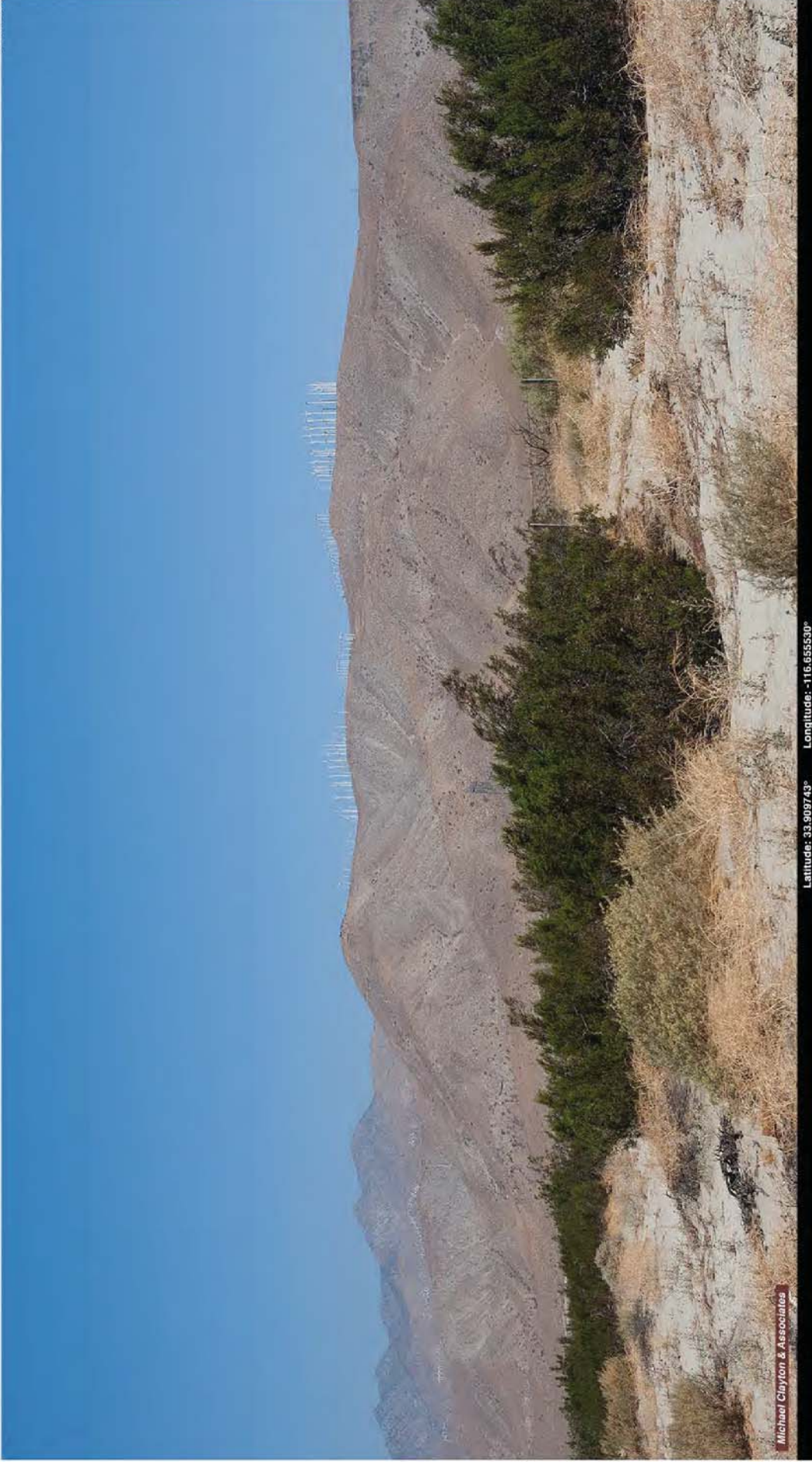


Latitude: 33.918137° Longitude: -116.779724°

This image presents the **Visual Simulation** of the proposed Project as viewed from **KOP 5** in Cabazon at the Circle K parking lot, adjacent to the Main Street off-ramp from I-10. As shown in the simulation, portions of all 14 WTGs would be visible (though not prominent) along the distant ridgelines visible above the Main Street overpass in the center of the image. The proposed Project also includes removal of the existing, lower-capacity WTGs (tubular support structures) presently on site.

KOP 5
Cabazon
Visual Simulation

AM Wind Repower Project
Aesthetics
Figure V.1-5B



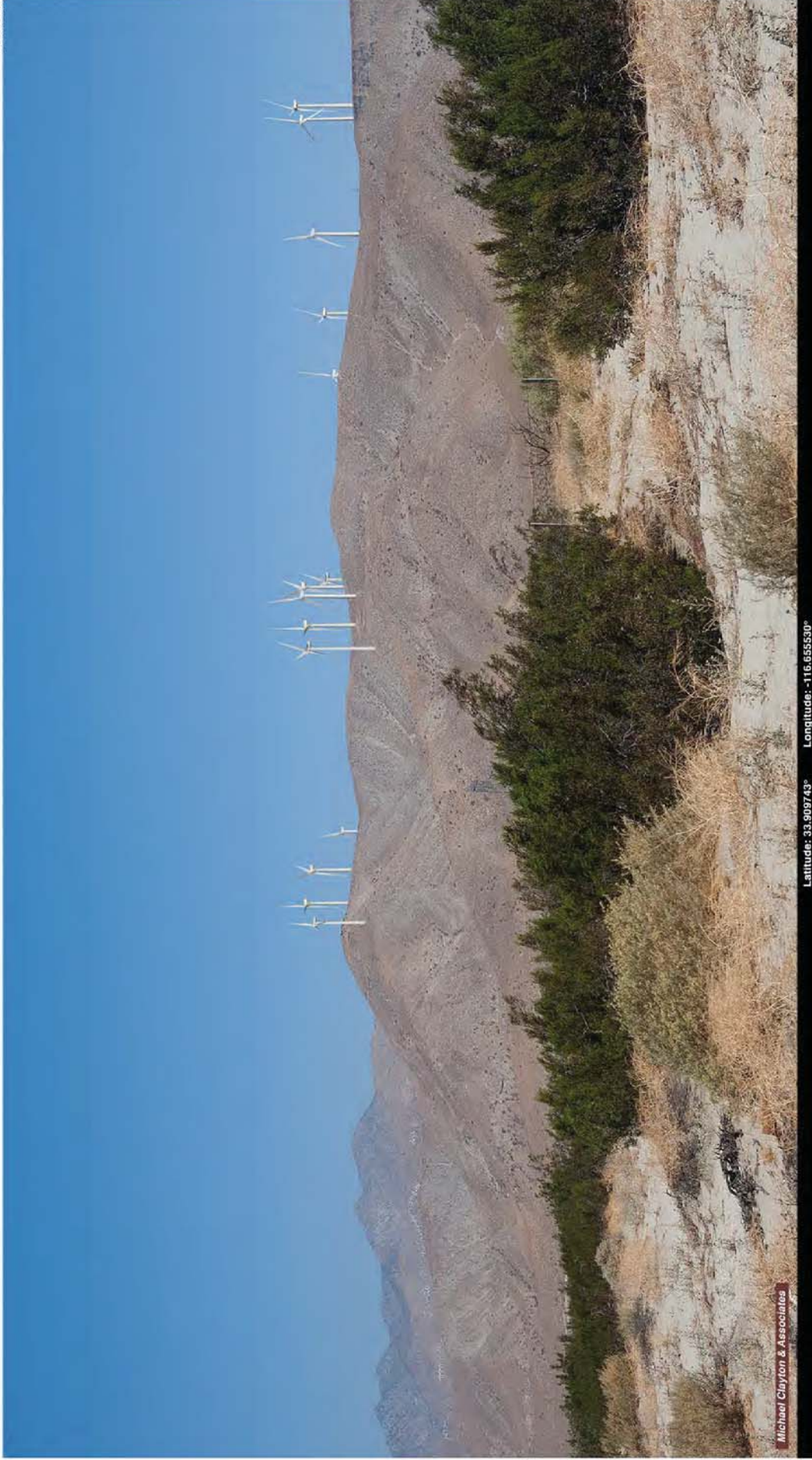
Michael Clayton & Associates

Latitude: 33.909743° Longitude: -116.65530°

This image presents the **Existing View** to the north from **KOP 6** on **SR-111**, approximately 0.8 mile east of Snow Creek Road and approximately 1.9 miles south of the location of the proposed Project. This view encompasses the southeastern extent of the San Bernardino Mountains and the ridges north of I-10 where the proposed Project would be located. The grouping of WTGs extending above the ridgeline in the center of the image would be replaced by the proposed Project.

KOP 6
SR-111
Existing View

AM Wind Repower Project
Aesthetics
Figure V.1-6A



Michael Clayton & Associates

Latitude: 33.909743° Longitude: -116.655530°

This image presents a **Visual Simulation** of the proposed Project as viewed from **KOP 6** on SR-111, approximately 0.8 mile east of Snow Creek Road. As shown in the simulation, portions of 14 WTGs would be prominently visible along the ridgeline north of I-10. The proposed Project also includes removal of the numerous, existing, lower-capacity WTGs (single-pole support structures) presently on site.

KOP 6
SR-111
Visual Simulation

AM Wind Repower Project
Aesthetics
Figure V.1-6B

Section 8

Geotechnical Report



July 28, 2005

File No.: 07055-07
05-07-818

The Keith Companies
73-133 Fred Waring Drive, Suite 100
Palm Desert, California 92260

Attention: Mr. Jake Walters

Subject: **Update and Substantial Conformance to Engineering Geology and Geotechnical Engineering Report and Supplement with Revised Site Plan Review**

Project: **WECS 71**
Alta Mesa Project – Phase IV
Whitewater area of Riverside County, California

- References:
1. Engineering Geology and Geotechnical Engineering Report prepared by Earth Systems Consultants Southwest, dated March 2, 1999, Report No.: 99-02-710.
 2. Supplement to Engineering Geology and Geotechnical Engineering Report prepared by Earth Systems Consultants Southwest, dated April 19, 1999, Report No.: 99-04-733.
 3. Patrick and Henderson, Inc., Site Plans for Revised WECS 71, Sheets 1 to 10, last revision dated June 23, 2005.

This letter is to indicate that the proposed substituting of previously considered Vestas V39 wind turbine (now no longer available) with alternate Gamesa G52 wind turbines as described below is in substantial conformance to the above referenced reports. We have also reviewed these referenced documents for purposes of providing an update for the WECS 71 revised permit. This letter provides a description of the proposed revision to the WECS permit and provides foundation and seismic design criteria. The geologic and geotechnical conditions and constraints are described in the above referenced reports and are applicable to this revised permit.

Proposed Development

A total of 60 additional wind turbines are proposed within the WECS 71 permit area. The revision will consist of adding to four existing rows of smaller wind turbines on two ridgelines. Twenty-one (21) turbines will be added to Row A, 3 will be added to Row B, 20 will be added to Row C, 8 will be added to Row D and 8 will be added to Row E.

The proposed wind turbines will now be the Gamesa G-52 660kW with a rotor diameter of 52 m (171 feet). The towers will be constructed of tubular steel monopoles. They will be either about 44 or 65 m (144 or 213 feet) in height to the hub with an overall height of 70 or 91 m (230 or 299 feet). We anticipate that design loads to the foundations will be larger than previously considered

in our report but not so great so as to impact the geotechnical recommendations contained in the above referenced report.

In addition, there are plans for extension of roadways of Rows A, C & E to the south end of the section line. The terrain becomes steeper towards the south.

Site Description

The site is located within Section 3 of T3S, R3E, S.B.B.M. in the Whitewater area of Riverside County, California. The proposed wind turbines are to be constructed within four existing rows of along three ridgelines in the southern half of Section 3. The topography in this area consists of steep sided ridges and canyons that extend generally southward from Alta Mesa, a flat-topped hill located at the base of the San Bernardino Mountains, immediately to the west of the Whitewater River Canyon.

Summary of Geologic and Soil Conditions

The site is located at the extreme eastern end of the San Gorgonio Pass. This pass forms the boundary between the Transverse Ranges geomorphic province to the north, and the Peninsular Ranges province to the south.

The proposed turbines will be located on a series of ridges that are underlain by the Pleistocene-aged Cabazon Conglomerate. This formation consists of semi-consolidated, poorly-bedded, poorly-sorted, pebbly to bouldery conglomerate. These deposits are alluvial in origin (deposited by flowing water) and have been uplifted by tectonic forces related to movements along the San Andreas Fault. The rugged topography at the site is primarily the result of the dissection of these deposits by erosion along currently active stream channels.

The San Andreas Fault zone is the most significant potential seismic source in the site vicinity. In the eastern San Gorgonio Pass and the upper portion of the Coachella Valley, the San Andreas Fault zone is comprised of the Garnet Hill, the Banning, and the Mission Creek faults.

The site soils consist primarily of reddish or grayish brown, well-graded Silty Sand (SM) with abundant gravel, cobbles and boulders. In general, the site soils were found to be medium dense and dry at the surface. Soils below approximately 5 feet were dense to very dense to the depths explored. The onsite soils are granular, and therefore would be expected to be non-expansive. Some caving and irregularity of caisson excavations should be anticipated because of the granular (non-cohesive) rocky soils.

Review of Revised Site Grading Plan

We have reviewed the revised site grading plan for the WECS 71 project. The access roadway extensions have been revised from the grading plan in 1999. The roadways are now shown to be largely cut to steep grades up to 20% gradients along the axis of the ridgelines. There is more proposed cut than than fill, suggesting the earthwork does not balance and will require export away from the roadways. Maximum cut and fill slopes are now proposed at 1.5:1 (horizontal: vertical). As discussed in the 1999 supplement report, these slope inclinations are considered

statically stable, but may require maintenance to arrest and correct erosion. The maximum cut slopes obtain a height of about 85 feet along Row A. The maximum fill slopes descending on already steeply descending hillside are about 50 to occasionally 100 feet high along Row C. Should steeper slopes be necessary in the field to obtain reasonable daylight onto the existing slopes, mechanical stabilized earth (MSE) slopes using geogrid reinforcement as discussed in the 1999 supplement may be used.

Expected traffic on the access roads will include fully loaded 10 cubic yard ready-mix concrete trucks, large cranes, and semi-trailers hauling turbines, blades and tower shafts.

The grading recommendations are not intended to provide seismic safety in this potential area of intense groundshaking and faulting. Significant sections of the roadway may be damaged or lost altogether requiring repair before access to the wind turbines could commence. In that personnel are unlikely to be affected at the time such an earthquake strikes, the consequential damages are expected to be economical only.

With these understandings as stated above, the revised grading plan for the access roadways is substantially in conformance with our geotechnical report and supplement provided that the general grading notes on page 10 of 10 of the site plans are implemented.

Foundations

We understand that the tower foundations will consist of the proprietary Patrick and Henderson tensionless pier (P&H pier) using a large diameter, cast-in-place pier. This type of pier would be constructed by excavating to the desired depth and size with an excavator. Within the excavation a smaller diameter, corrugated-steel casing is set concentrically within the larger diameter corrugated-steel casing. Steel tie rods within PVC sleeves are placed vertically and concrete placed in the annular space between the casings. The tie rods are post-tensioned to keep the concrete in compression (hence tensionless) during loading. Soil backfill is placed within the central casing. The annular space between the outer casing and the excavation walls are to be backfilled with sand/cement slurry.

All details of the foundation system are to be designed by the design engineer. The diameter and depth of the pier as well as spacing and connection of steel tie rods are to be determined by the design engineer, proportioned to support the design loads. The outside annular space should be grouted to near the surface to maintain intimate contact between the composite caisson and the undisturbed native soil. Caving conditions may occur in the soil consisting of relatively cohesionless sand, gravel, and cobbles. Sidewall sloughing will result in larger excavation and greater slurry quantities for backfill.

The following table presents allowable bearing capacities and design soil parameters that may be used in the P&H pier design. The capacities for axial loads may be based on skin friction with some end bearing. We anticipate the size of the P&H pier may range from 12 to 14 feet in outer diameter and about 25 to 30 feet deep. Consideration should be made in the design analysis for the reduction of lateral capacity for piers next to descending slopes.

Allowable Axial End Bearing Capacity, From depth of 20 to 30 feet below grade	10,000 psf
Unit Soil Weight	115 pcf
Friction Angle of Soil	38 degrees
Initial Modulus of Lateral Subgrade Reaction for use in p-y curves	500 lbs./cu.-in.

Seismic Design Criteria

This site is subject to strong ground shaking due to potential fault movements along the San Andreas fault. The *minimum* seismic design should comply with the latest edition of the California Building Code (CBC). The CBC provisions are generally intended to protect human life safety and prevent structural collapse. They are not necessarily intended to prevent structural damage or preserve functionality after a large earthquake. Therefore, more stringent seismic design should be considered if a particular level of structural performance is desirable after a large earthquake. That design should be based on a site- and project-specific seismicity analysis. The following are updated 2001 CBC seismic design values:

2001 CBC Seismic Coefficients for Chapter 16 Seismic Provisions

		Reference
Seismic Zone:	4	Figure 16-2
Seismic Zone Factor, Z:	0.4	Table 16-I
Soil Profile Type:	S _C	Table 16-J
Seismic Source Type:	A	Table 16-U
Closest Distance to Known Seismic Source:	<2 km	(San Andreas Fault)
Near Source Factor, N _a :	1.5	Table 16-S
Near Source Factor, N _v :	2.0	Table 16-T
Seismic Coefficient, C _a :	0.60	= 0.40N _a Table 16-Q
Seismic Coefficient, C _v :	1.12	= 0.56N _v Table 16-R

The potential for soil liquefaction to occur at this site is considered negligible because the depth of groundwater beneath the site exceeds 100 feet. In addition, the project does not lie within the Riverside County liquefaction study zone.

Closing

Except as updated in this report, it is our opinion that the referenced documents are applicable to the proposed development. We make no representation as to the accuracy of the dimensions, measurements, calculations, or any portion of the design.

This report is issued with the understanding that the owner or the owner's representative has the responsibility to bring the information and recommendations contained herein to the attention of the architect and engineers for the project so that they are incorporated into the plans and specifications for the project. The owner or the owner's representative also has the responsibility to take the necessary steps to see that the general contractor and all subcontractors follow such

recommendations. It is further understood that the owner or the owner's representative is responsible for submittal of this report to the appropriate governing agencies.

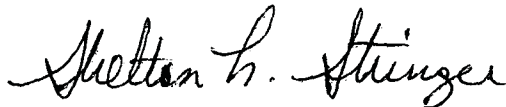
As the Geotechnical Engineer of Record for this project, Earth Systems Southwest (ESSW) has striven to provide our services in accordance with generally accepted geotechnical engineering practices in this locality at this time. No warranty or guarantee is express or implied. This report was prepared for the exclusive use of the Client and the Client's authorized agents.

ESSW should be provided the opportunity for a general review of final design and specifications in order that earthwork and foundation recommendations may be properly interpreted and implemented in the design and specifications. If ESSW is not accorded the privilege of making this recommended review, we can assume no responsibility for misinterpretation of our recommendations.

This report is based on the assumption that an adequate program of client consultation, construction monitoring, and testing will be performed during the final design and construction phases to check compliance with these recommendations. Maintaining ESSW as the geotechnical consultant from beginning to end of the project will provide continuity of services. *The geotechnical engineering firm providing tests and observations shall assume the responsibility of Geotechnical Engineer of Record.*

Should you have any questions concerning our report, please give us a call and we will be pleased to assist you.

Sincerely,
EARTH SYSTEMS SOUTHWEST



Shelton L. Stringer
GE 2266, PG 7977



SER/sls

Distribution: 4/The Keith Companies
1/RC File
2/BD File



April 19, 1999

File No. 07055-01
99-04-733

Mark Technologies Corporation
1 Sansome Street, Suite 1900
San Francisco, California 94104

Attention: Mr. Mark Jones

Project: Proposed Wind Machines
Alta Mesa Project – Phase IV
Whitewater Area of Riverside County, California

Subject: Supplement to Engineering Geology and Geotechnical Engineering Report

Reference: Engineering Geology and Geotechnical Engineering Report prepared by Earth
Systems Consultants Southwest, dated March 2, 1999, Report No. 99-02-710.

Dear Mr. Jones:

As requested by the Geotechnical Report Review from Mr. Steven Kupferman, Engineering Geologist for the Riverside County Planning Department, we are providing this supplement.

We have identified that the proposed slopes for the access roads are unstable in several areas unless special treatment is applied. Specific areas of greatest concern are the lower eight wind towers on Row A. Similarly along Row E, in the vicinity of three turbine locations (E25, E26, E27), the access road is also unstable unless special treatment is applied.

In certain areas, along these reaches, the natural slopes are at about a 1.5:1 (horizontal/vertical) inclination. Constructing access roads with a 20% (5:1) maximum gradient requires switchbacks with cuts as great as 10 feet below the sloping grade and fills as great as 20 feet above the sloping grade. Such cuts and fills require slope faces at 1:1 (45 degrees) to have reasonable daylight or fill toe distances. Even so, several challenges must be overcome to construct these slopes so they will be reasonably stable.

As discussed in our slope stability analyses, the natural slopes at about 1.5:1 (34 degrees) inclination are only marginally stable in the static condition (Factor of safety of about 1.2 to 1.3). They are near their natural angle of response in that our estimation of the shear strength of the insitu soils is a friction angle of 38 degrees with a nominal cohesion of 70 psf.

The intent of the following recommendations for slope stabilization is to provide reasonable life safety of personnel during construction and maintenance of the wind turbines. Expected traffic on the access roads will include fully loaded 10 cubic yard ready-mix concrete trucks and semi-trailers hauling turbines, blades and tower shafts. Reasonable safeguards should be designed to protect personnel on the access roads from rockfalls, slope failures, and overturning of the trucks from loss of ground beneath the tires from a yielding slope face.

The recommendations that follow are not intended to provide seismic safety in this potential area of intense groundshaking and faulting. Significant sections of the roadway may be damaged or lost altogether requiring repair before access to the wind turbines could commence. In that personnel

are unlikely to be affected at the time such an earthquake strikes, the consequential damages are expected to be economical only.

Attached is a grading plan (reduced) that has been annotated by us to indicate what proposed slopes require special treatment. The criteria for identifying these slopes are cuts or fill that are greater than 1.5:1 with heights greater than 5 feet from natural grade. Slopes at 1.5:1 or flatter are considered statically stable.

Special Treatment Options and Recommendations:

Four special treatment options have been evaluated and are potentially economically viable. They are as follows:

1. Stabilization with geogrid reinforcement.
2. Stabilization with soil-cement (alternatively with soil-flyash).
3. Stabilization by use of bin-type retaining walls.
4. Stabilization by use of soldier pile and lagging system.

The distinct advantages and disadvantages with specific design criteria are discussed below. With the exception of bin-type retaining walls that are discussed below, which we believe may be difficult to construct, the options are geotechnically feasible. The choice depends on a cost analysis and other factors such as aesthetics.

Geogrid Reinforcement: Mechanically stabilized earth (MSE) using geogrids will allow slopes cut or fill to be constructed at a 1:1 inclination. Construction of fills will require cutting a level or gently inward sloping bench 10 feet wide at the toe of the proposed fill. This will require a temporary oversteepened backslope of 1:1 into the hillside. This backslope has a high potential for raveling during construction and may require netting or other means to protect personnel or equipment working near the toe of the slope. Geogrid reinforcement should be placed according to the manufacturer's engineering guidelines. Their technical support personnel should be consulted prior to design and construction. One well-known manufacturer is the Tensar Corporation with the local supplier being Contech Construction Products of San Bernardino.

According to preliminary slope stability computations, geogrid reinforcement is required through the entire fill section to provide stability. In the case of cut slopes, the excavations should be extended 10 feet laterally into the slope to allow the construction of a 10-foot wide reinforced earth slope face. As the reinforced earth is filled, the slope face should be cut into a series of nearly level benches no more than 3 feet high as the filling proceeds.

Soil-Cement Stabilization: Soil-cement may also be used to provide stability and allow construction of 1:1 slopes. Construction of the soil-cement fill or cut slope faces should proceed similar to the geogrid-reinforced earth with respect to a toe bench, overcutting, and benching. According to the gradation analyses we conducted for the Alta Mesa site soils and the guidelines of the Portland Cement Association, 5% by weight of Portland Cement is required to stabilize the soil to achieve 7-day unconfined compressive strengths greater than 200 psi. Construction of soil cement fill or cut slope facing will require watering, spreading, discing and compaction. Compaction of the soil-cement should be at 95% of ASTM D588 maximum density. The outer 1-foot of slope face is expected to be loosely compacted in that equipment should not be permitted at the edge of the slope.

Soil-Flyash Alternative: As a possible economic alternative, locally available flyash may be used in lieu of Portland Cement. Colmac Energy, cogeneration power plant in Mecca has an abundant supply of flyash that is available at a low cost (less than \$3/ton according to last inquiry) compared to about \$80/ton for Portland Cement. Based on the author's research with Colmac Energy, a

mixture of about 1:6 flyash to sand will produce a stabilized soil having about 80-psi compressive strength. This compressive strength is sufficient to support 1:1 slopes.

Bin-Type Retaining Walls: Steel bin-type retaining walls with near vertical faces have been suggested as a possible option to achieve slope stabilization. Construction of the bins require overexcavation into the slope, 50 to 70% of their retained heights. The necessary oversteepened backslope behind the bins may become excessively large in our opinion. This is particularly true when the bin-type retaining wall would have a backslope greater than 2:1. In our opinion, oversteepened temporary 1:1 construction slopes should be limited to a 20-foot slope height as measured from the base of the cut to the daylight line with natural grade. Another factor for consideration is the substantial reduction in bearing capacity of the bin foundation subgrade for a descending slope. The bearing capacity is only 1/3 for 1.5:1 descending slope compared to level ground. For these reasons, we would discourage the use of bin-type retaining walls unless the technical support of the manufacturer is able to engineer design a site-specific system, after a review of actual site conditions.

Soldier Pile and Lagging System: The final option we feel merits consideration is a soldier pile and lagging earth retention system to construct fills or retain cuts unless certain areas prohibit drilling auger bore holes for the soldier piles because of cobbles and boulders. Such a system involves the least amount of earthwork in that there would be a vertical cut/fill face with no overexcavation required. Soldier piles would be installed using an all-terrain drill rig to auger boreholes into the ground along the cut or edge of fill face at regularly spaced intervals of about 8 feet. Steel "H" piles would be set into boreholes and grouted with two-sack, sand-cement slurry to excavated grade level for cuts or natural grade for fills. As cutting or filling proceeds wood plank lagging would be set between the soldier piles. The final earth retention system would remain cantilevered. In that deflections behind the wall are not critical, some tilt can be tolerated. The steel "H" piles and lagging will require design so to have both internal structural and geotechnical stability using the lateral earth pressures given below. Some tension cracks may develop in the roadway fill. Such cracks are likely to be "self-healing" with traffic on the granular roadway.

The following lateral earth pressures may be used in design, taken as equivalent fluid pressures.

Active earth pressures: 27 pcf – level ground
 38 pcf – 2:1 backslope
 47 pcf – 1.5:1 backslope

Passive earth pressures: 480 pcf – level ground
 180 pcf – 2:1 front slope
 120 pcf – 1.5:1 front slope

Soldier pile capacities are designed using 3 times the passive earth pressure against the width of the pile, "b" from a depth of "b", to a depth of embedment. Preliminary estimates of embedment are about 2/3 the height of retained soils for roadway cuts to 100% of the height of retained fill for 1.5:1 descending forward slope. A minimum factor of safety of 1.5 should be applied.

April 19, 1999

-4-

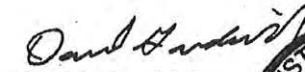
File No. 07055-01
99-04-733

We appreciate the opportunity to provide our professional services. Please contact our office if there are any questions or comments concerning this report or its recommendations.

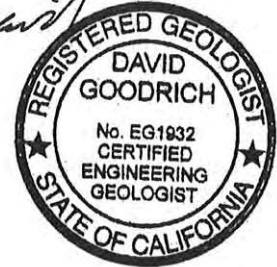
Respectfully submitted,
EARTH SYSTEMS CONSULTANTS
Southwest



Shelton L. Stringer
GE 2266



David Goodrich
CEG 1932



Letter/pc

Distribution: 1/Mark Technologies Corporation
1/Riverside County Planning Department
1/JPG Environmental Consulting
1/Patrick and Henderson
1/VTa File

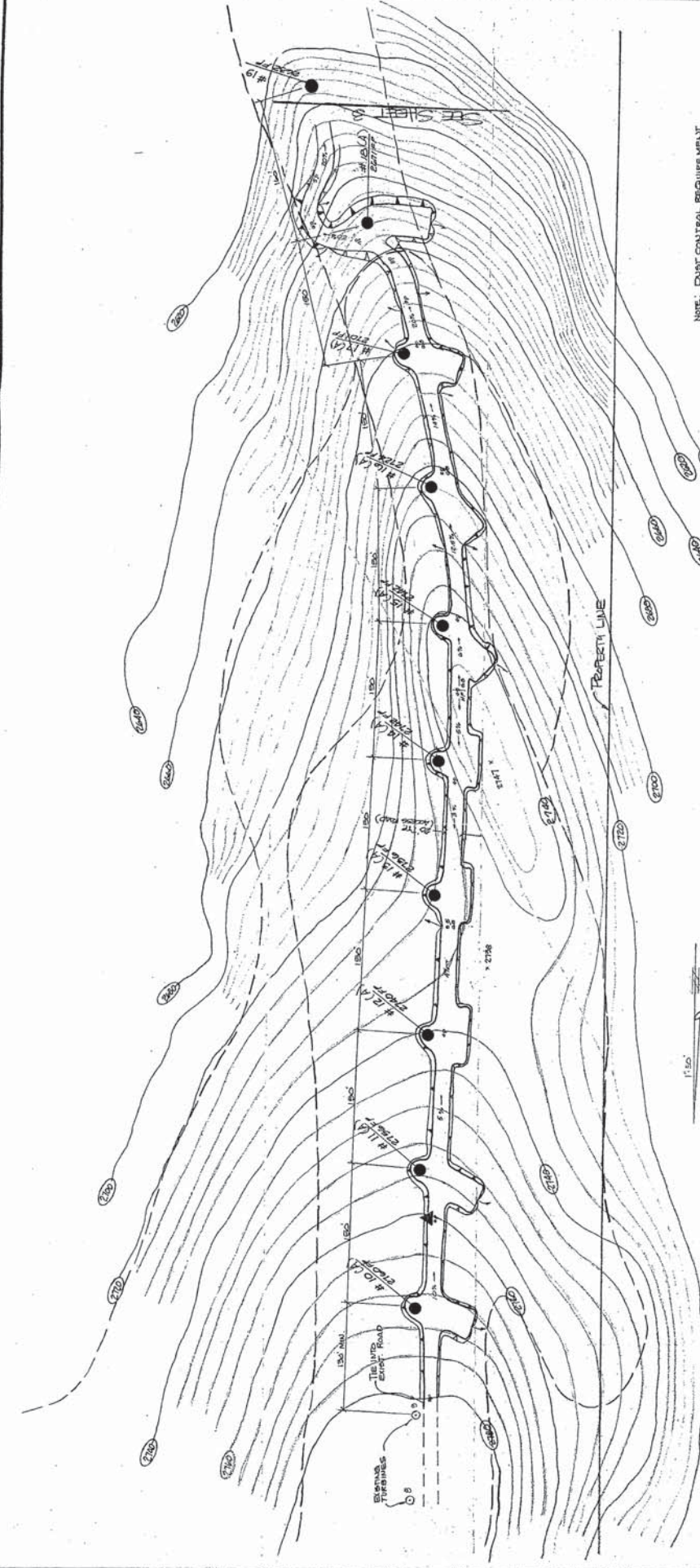
Attachment: Grading Plan (annotated)



**THIS DOCUMENT WAS ISSUED PREVIOUSLY AND
MAY NOT REFLECT CURRENT SITE CONDITIONS
AND/OR STANDARDS OF GEOTECHNICAL PRACTICE.
THE CONTENT OF THE DOCUMENT SHOULD NOT BE
USED OR RELIED UPON WITHOUT A REVIEW BY
QUALIFIED PROFESSIONALS.**

Init DS Date 2/14/18

EARTH SYSTEMS SOUTHWEST



NOTE: DIRT CONTROL REQUIREMENT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE SURFACE SHALL BE CONFORMANT WITH THE FINE SANDS WITH CORNERS, LIGHT BROWN, THAT SHALL BE COUNTERED BY MEANS OF A WATER TIGHT AND IMPERVIOUS WATER DRAINAGE SYSTEM. ALL CONSTRUCTION SHALL BE ACCORDANCE WITH THE CONSTRUCTION PLAN DEVELOPED FOR THE PREVIOUS PHASES OF CONSTRUCTION IN THE PROJECT AREA AND THE MITTLED "RECONSTRUCTION PLAN MARK" TECHNICALS CONSTRUCTION SPECIFICATIONS.

NOTE: "CONCRETE INTERVAL = 4"

- REFER TO SHEET 1 (GRADING SITE PLAN) FOR LOCATIONS OF BASEMENTS, RETRAILS, ETC.

- REFER TO SHEET 2 (M & D) FOR TYPICAL GRADING DETAILS & NOTES

LEGEND FOR GRADING PLAN SHEETS 2-7

- DIRECTION OF SLOPE
- CUT SLOPES (1/2:1 MAX)
- FILL SLOPES (1/2:1 MAX)
- HR HIGH ROAD
- GB GRADE BENCH
- PROPOSED WEGS TRENCH LOCATION
- DRAINAGE TRENCH (SEE DETAIL SHEET)
- FR FINISH PAD
- TRUCK ACCESS ROAD
- FINISH GRAD
- FINISH PAD

PATRICK & HENDERSON INC.
CIVIL & METEOROLOGICAL ENGINEERING

1400 GARDEN DRIVE
BAKERSFIELD, CALIFORNIA 93306
(805) 872-9924
FAC: (805) 872-1665

DATE: 7-15-97
SCALE: 1"=30'
DRAWN: EJA
APPROVED:

Consulting Engineers
Foundation & Structural Engineering
Land Planning
Land Surveying
Soils Testing

MARK TECHNOLOGIES CORPORATION
ONE SANSOME STREET, SUITE 1000
SAN FRANCISCO, CA 94104

DATE: 7-15-97
SCALE: 1"=30'
DRAWN: EJA
APPROVED:

PRELIMINARY

ALTA MESA
PHASE IV
GRADING PLAN
ROW A, MTG 10-18

SHEET: 2

OF 2 SHEETS

LEGEND



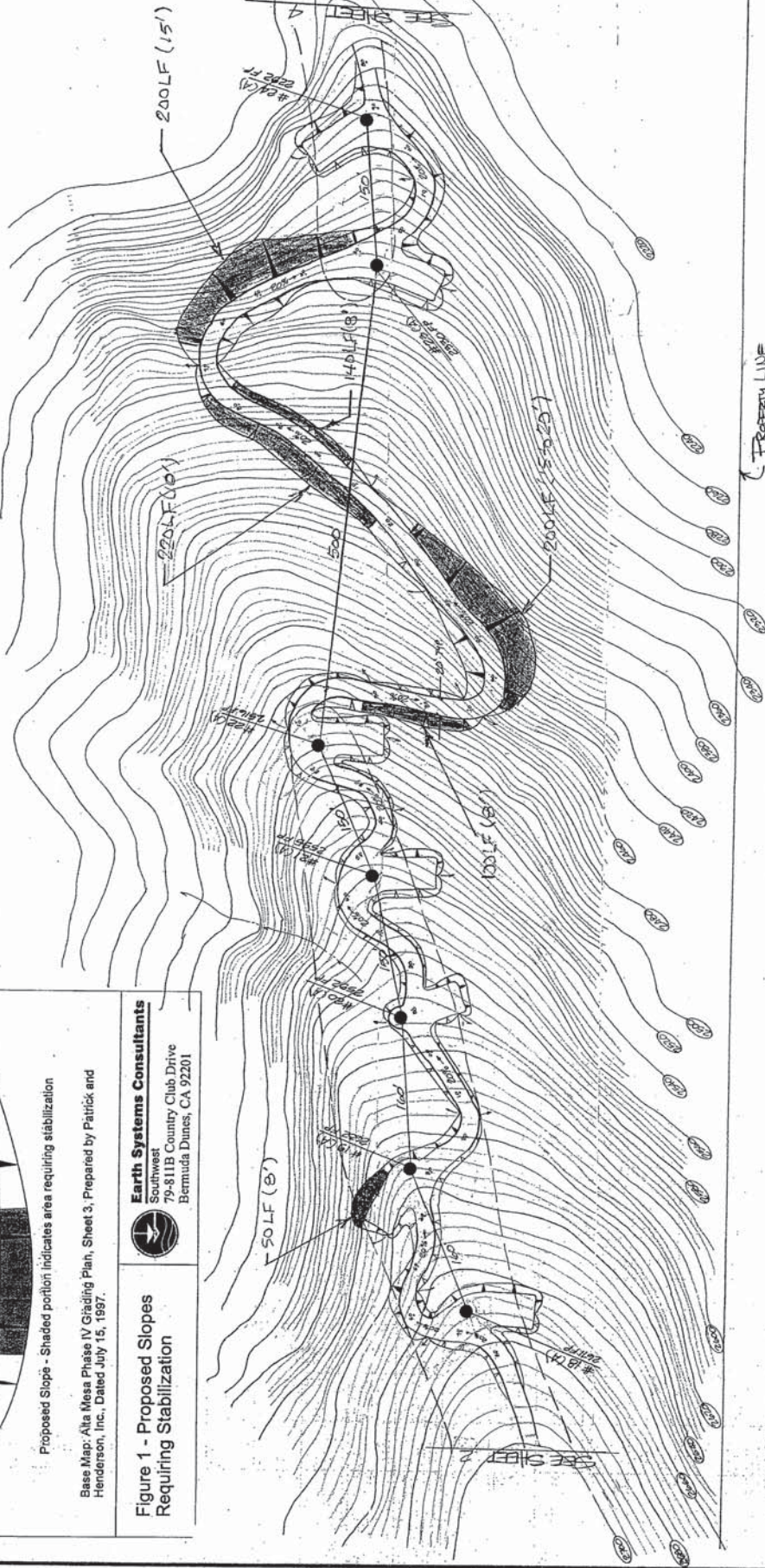
Proposed Slope - Shaded portion indicates area requiring stabilization

Base Map: Alta Mesa Phase IV Grading Plan, Sheet 3, Prepared by Patrick and Henderson, Inc., Dated July 15, 1997.



Earth Systems Consultants
 Southwest
 79-811B Country Club Drive
 Bermuda Dunes, CA 92201

Figure 1 - Proposed Slopes Requiring Stabilization



PATRICK & HENDERSON INC.
 CIVIL & GEOTECHNICAL ENGINEERING

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 DAKESFIELD, CALIFORNIA 93006
 (805) 872-9904
 FAX (805) 872-7895

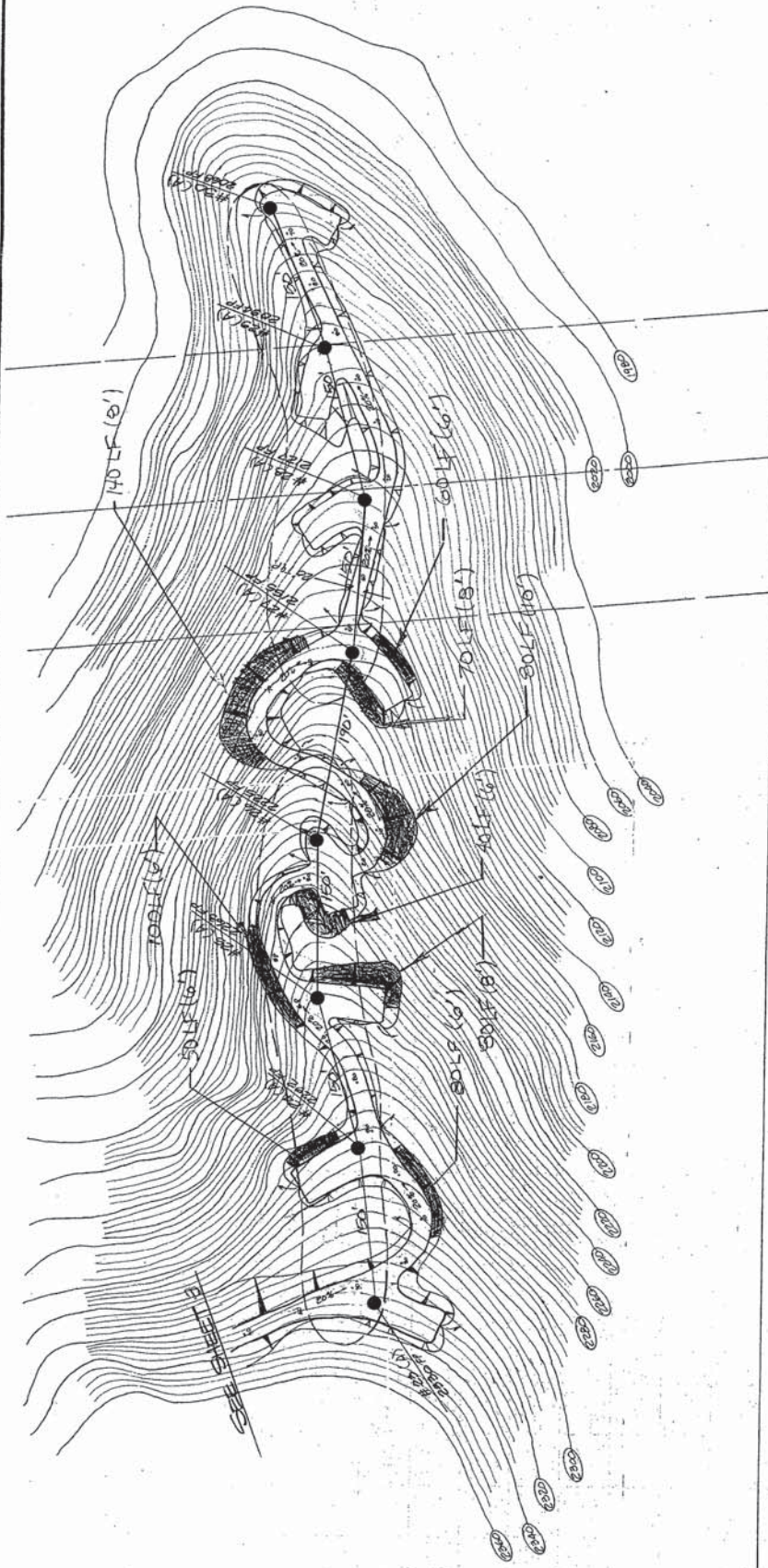
Consulting Engineers
 Foundation & Structural Engineering
 Land Planning
 Lake Surveying
 20115 1st Street
 San Diego, CA 92128

DATE: 7-15-97
 SCALE: 1" = 50'
 DRAWN: BA
 APPROVED:

NO.	REVISIONS	DATE	BY

MARK TECHNOLOGIES CORPORATION
 ONE SANSOME STREET, SUITE 1000
 SAN FRANCISCO, CA 94104

PRELIMINARY
 ALTA MESA
 PHASE IV
 GRADING PLAN
 R/W A. WTG 18-23



LEGEND

Linear Footage (average height)

Proposed Slope - Shaded portion indicates area requiring stabilization

Base Map: Alta Mesa Phase IV Grading Plan, Sheet 4, Prepared by Patrick and Henderson, Inc., Dated July 15, 1997.

Earth Systems Consultants
 Southwest
 79-811B Country Club Drive
 Bermuda Dunes, CA 92201

PROPERTY LINE ↗

1" = 50'

↑ N

PATRICK & HENDERSON INC.
 CIVIL & GEOTECHNICAL ENGINEERING

1420 CEDARHURST DRIVE
 DAVISFIELD, CALIFORNIA 93306
 (909) 872-9964
 FAX: (909) 872-7655

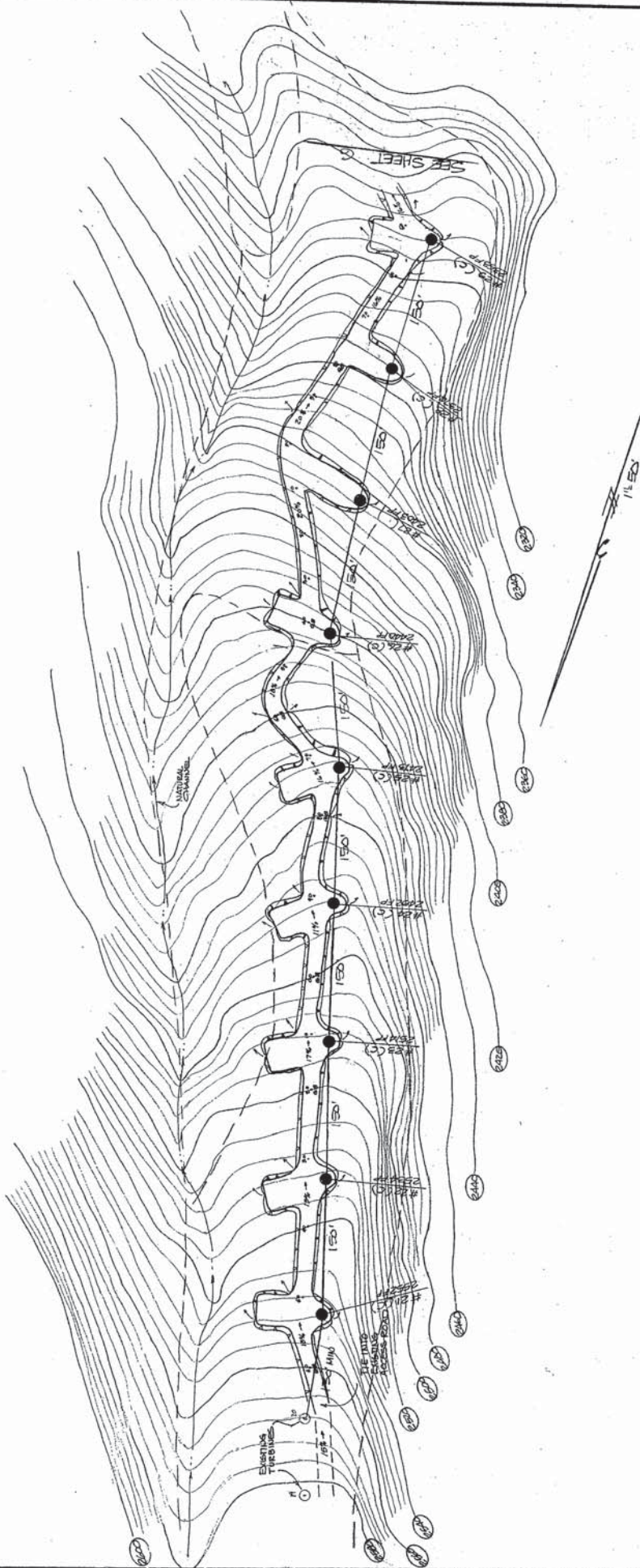
Consulting Engineers
 Foundation & Structural Engineering
 Lead Planning
 Land Surveying
 Soils Testing

DATE: 7-15-97
 SCALE: 1" = 50'
 DRAWN BY: SA
 APPROVED:

NO.	REVISIONS	DESCRIPTION

MARK TECHNOLOGIES CORPORATION
 ONE SANSOME STREET, SUITE 1900
 SAN FRANCISCO, CA 94104

ALTA MESA
 PHASE IV
 GRADING PLAN
 ROW A, WTG 23-30



PATRICK & HENDERSON INC.
 CIVIL & GEOTECHNICAL ENGINEERING

1420 CRESTMONT DRIVE
 BAKERSFIELD, CALIFORNIA 93306
 (805) 872-9904
 FAX: (805) 872-7095

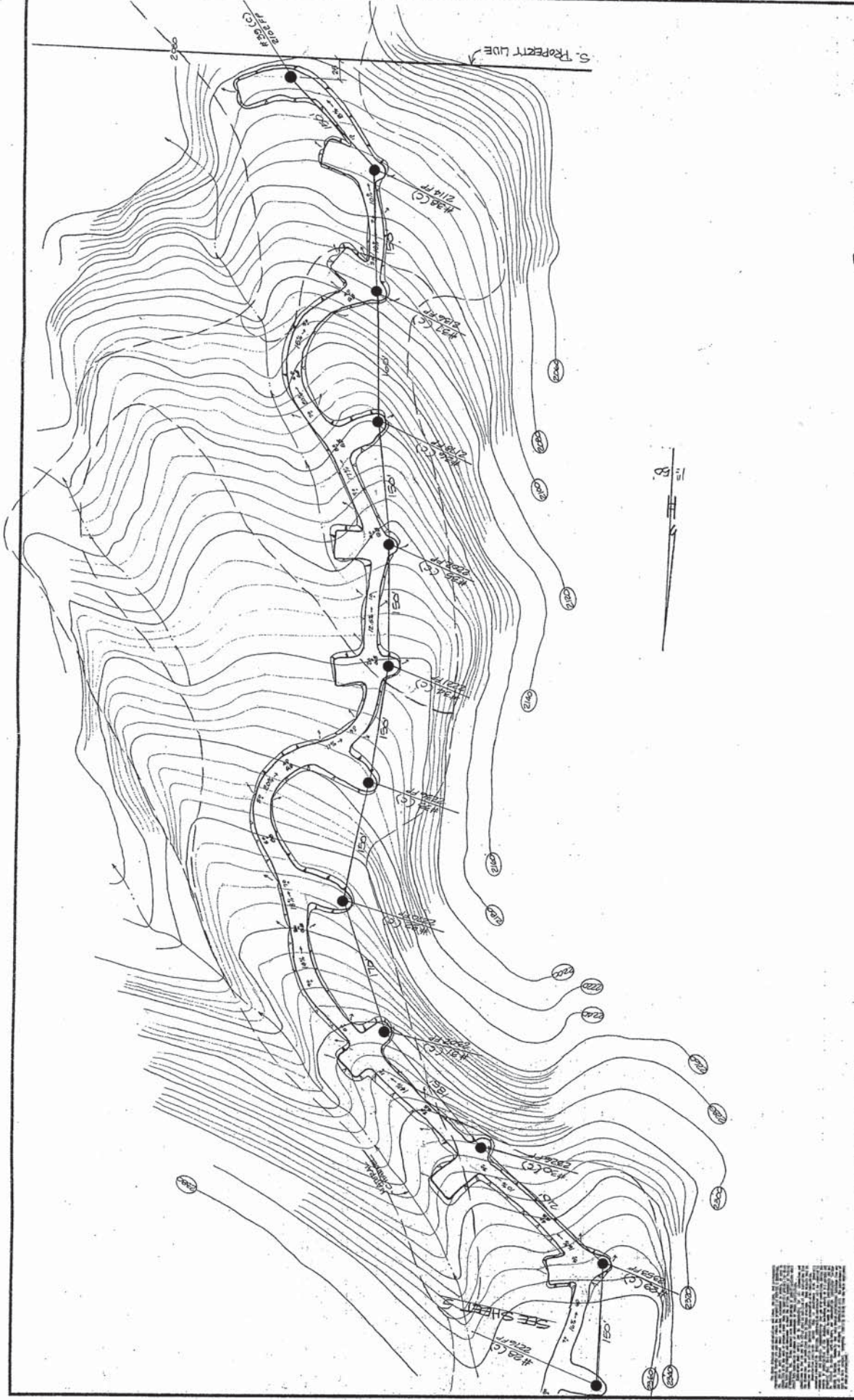
Consulting Engineers
 Foundation & Structural Engineering
 Land Planning
 Land Surveying
 5015 131108

DATE: 7-15-97
 SCALE: 1" = 50'
 DRAWN: SA
 APPROVED:

NO.	REVISIONS	DATE	BY

MARK TECHNOLOGIES CORPORATION
 ONE SANSONE STREET, SUITE 1900
 SAN FRANCISCO, CA 94104

PREPARED BY
 ALTA MESA
 ENGINEERING
 GRADING PLAN
 ROW C, WTG 21-29



PRELIMINARY

ALTA MESA
 PHASE IV
 GRADING PLAN
 ROW C, WTG 29-39

MARK TECHNOLOGIES CORPORATION
 ONE SANSOME STREET, SUITE 1000
 SAN FRANCISCO, CA 94104

PREPARED FOR

DATE: 7-15-77

SCALE: 1" = 50'

DRAWN: TBA

APPROVED:

DATE: 7-15-77

SCALE: 1" = 50'

DRAWN: TBA

APPROVED:

DATE: 7-15-77

SCALE: 1" = 50'

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DATE: 7-15-77

SCALE: 1" = 50'

DRAWN: TBA

APPROVED:

DATE: 7-15-77

SCALE: 1" = 50'

DRAWN: TBA

APPROVED:

1425 CRESTMONT DRIVE
 DUNSFIELD, CALIFORNIA 93006
 (805) 872-5904
 FAC: (805) 872-7555

**PATRICK &
 HENDERSON
 INC.**
 CIVIL & MECHANICAL
 ENGINEERING

Consulting Engineers
 Foundation & Structural Engineering
 Land Planning
 Land Surveying
 Soils Testing

REGISTERED
 PROFESSIONAL ENGINEER

DATE: 7-15-77

SCALE: 1" = 50'

DRAWN: TBA

APPROVED:

DATE: 7-15-77

SCALE: 1" = 50'

DRAWN: TBA

APPROVED:

DATE: 7-15-77

SCALE: 1" = 50'

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APPROVED:

LEGEND



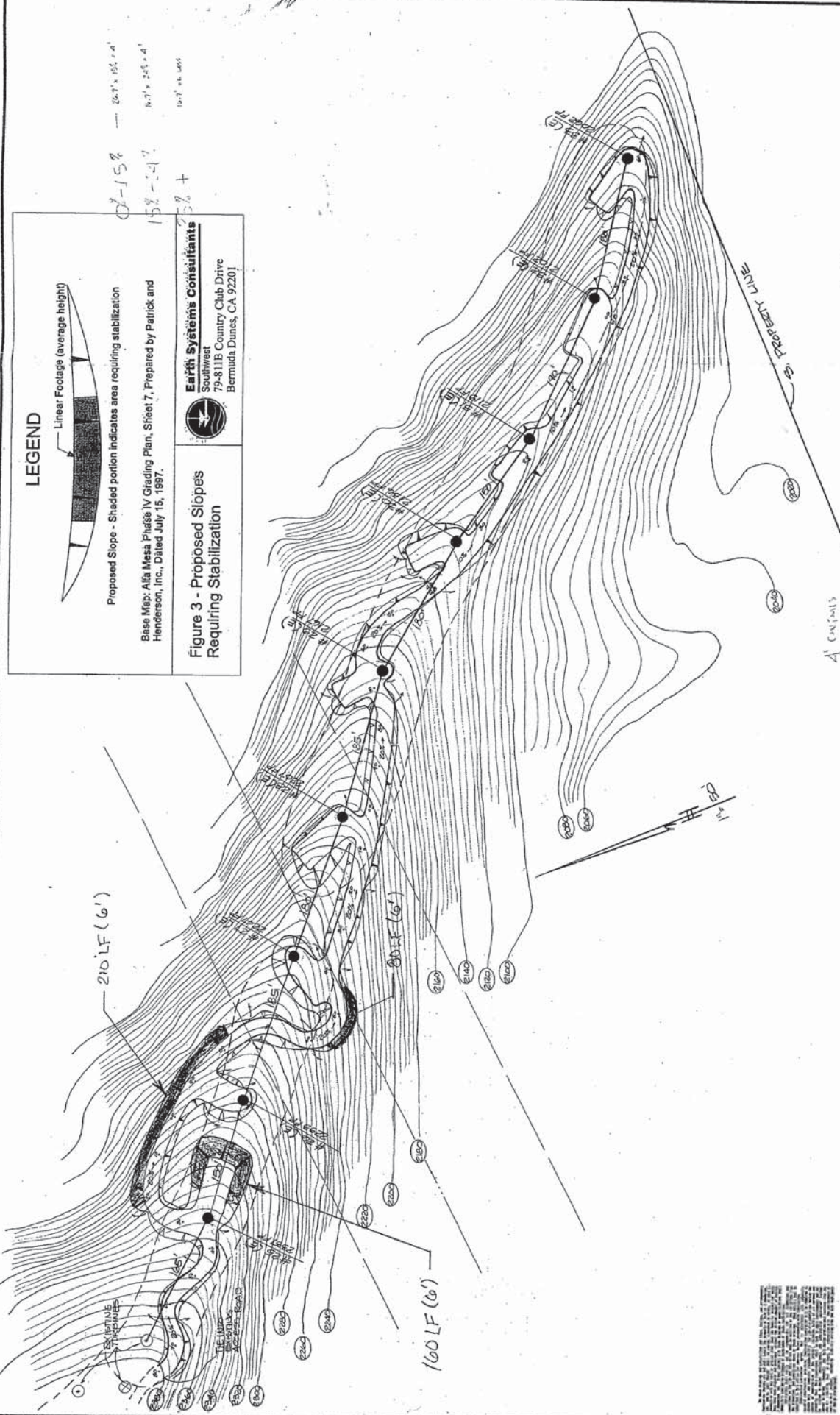
Proposed Slope - Shaded portion indicates area requiring stabilization

Base Map: Alta Mesa Phase IV Grading Plan, Sheet 7, Prepared by Patrick and Henderson, Inc., Dated July 15, 1997.

Figure 3 - Proposed Slopes Requiring Stabilization



Earth Systems Consultants
Southwest
79-811B Country Club Drive
Bermuda Dunes, CA 92201



<p>PATRICK & HENDERSON INC. CIVIL & GEOTECHNICAL ENGINEERING</p>	<p>1420 CRESTMONT DRIVE SUNNYSIDE, CALIFORNIA 93306 (805) 872-9004 FAC (805) 872-7055</p>	<p>Consulting Engineers Foundation & Structural Engineering Land Planning Land Surveying Soils Testing</p>	<p>DATE: 7-15-97</p>	<p>SCALE: 1"=50'</p>	<p>DRAWN: SA</p>	<p>CHECKED:</p>	<p>REVISIONS:</p>	<p>PREPARED BY:</p>	<p>MARK TECHNOLOGIES CORPORATION ONE SANSOME STREET, SUITE 1000 SAN FRANCISCO, CA 94104</p>	<p>PROJECT:</p>
			<p>DATE:</p>	<p>SCALE:</p>	<p>DRAWN:</p>	<p>CHECKED:</p>	<p>REVISIONS:</p>	<p>PREPARED BY:</p>	<p>ALTA MESA PHASE IV GRADING PLAN ROW E, WTC 25-33</p>	<p>SHEET:</p>

PRELIMINARY

7
9 SHEETS
OF 9



Earth Systems

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November 10, 2000

File No.: 07055-03

00-11-722

Mark Technologies Corporation
12-257 Business Park Drive, Suite 10
Truckee, California 96161

Attention: Mr. Mark Jones

Project: **WECS 71**
Alta Mesa Project – Phase IV
Whitewater area of Riverside County, California

Subject: **Substantial Conformance to Engineering Geology and Geotechnical Engineering Report and Supplement**

- References:
1. Engineering Geology and Geotechnical Engineering Report prepared by Earth Systems Consultants Southwest, dated March 2, 1999, Report No.: 99-02-710.
 2. Supplement to Engineering Geology and Geotechnical Engineering Report prepared by Earth Systems Consultants Southwest, dated April 19, 1999, Report No.: 99-04-733.

This letter is to indicate that the proposed consideration of substituting the Vestas V39 600kW wind turbine (that may or may not be available) with alternate wind turbines as described below is in substantial conformance to the above referenced reports.

We understand that this portion of the project includes 49 new wind turbines (44 within Riverside County jurisdiction and 5 on MWD property). We further understand that the proposed substitutions may be the Nordex N43/600kW, NEG Micon NM750/44, Vestas V42 600kW or V44 600kW wind turbines. Based on the project information sheet provided to us, these wind turbines are similar in size and dimensions as the previously considered Vestas V39. We would anticipate that design loads to the foundations would not be substantially different so as to impact our geotechnical recommendations. The foundations should be proportioned to the design loads by the civil engineer. We understand that the proprietary Patrick and Henderson tensionless pier will be used to support the wind turbine structures.

The recommendations contained within our geotechnical engineering report and the supplement regarding special grading provisions for access roads on steep slopes remain applicable. We appreciate the opportunity to provide our professional services. Please contact our office if there are any questions or comments concerning this letter.

Respectfully submitted,
EARTH SYSTEMS SOUTHWEST

Shelton L. Stringer
GE 2266

THIS DOCUMENT WAS ISSUED PREVIOUSLY AND MAY NOT REFLECT CURRENT SITE CONDITIONS AND/OR STANDARDS OF GEOTECHNICAL PRACTICE. THE CONTENT OF THE DOCUMENT SHOULD NOT BE USED OR RELIED UPON WITHOUT A REVIEW BY QUALIFIED PROFESSIONALS.

Init ← Date 2/14/12

EARTH SYSTEMS SOUTHWEST

Letter/sls/dac

- Distribution: 1/Mark Technologies
5/JBG Environmental Consulting
1/Patrick and Henderson 1/VTA File 2/BD File



November 10, 2000

File No.: 07055-03
00-11-726

Mark Technologies Corporation
12-257 Business Park Drive, Suite 10
Truckee, California 96161

Attention: Mr. Mark Jones

Project: **WECS 71 Revised Permit**
Alta Mesa Project
Whitewater area of Riverside County, California

Subject: **Update to Engineering Geology and Geotechnical Engineering Report and Supplement**

- References:
1. Engineering Geology and Geotechnical Engineering Report prepared by Earth Systems Consultants Southwest, dated March 2, 1999, Report No.: 99-02-710.
 2. Supplement to Engineering Geology and Geotechnical Engineering Report prepared by Earth Systems Consultants Southwest, dated April 19, 1999, Report No.: 99-04-733.

As requested, we have reviewed these referenced documents for purposes of providing an update for the WECS 71 revised permit. This letter provides a description of the proposed revision to the WECS permit and provides foundation and seismic design criteria. The geologic and geotechnical conditions and constraints are described in the above referenced reports and are applicable to this revised permit. In addition, we reviewed three other geotechnical and geologic reports prepared for the Alta Mesa project as cited in the supplemental references at the end of this report.

Proposed Development

A total of 23 additional wind turbines are currently proposed within the WECS 71 permit area. The revision will consist of adding to four existing rows of smaller Danwin wind turbines on two ridgelines. Six turbines will be added to Row A, 5 will be added to Row B, 6 will be added to Row C, and 6 will be added to Row D. These additional wind turbines will tower above the existing wind turbines.

The towers will be constructed of tubular steel monopoles. They will be approximately 197-feet (60-m) in height to the hub and will have a rotor diameter of approximately 130 to 148 feet. We understand that the proposed wind turbines may be the Nordex N43/600kW, NEG Micon NM750/44 or Vestas V39/600kW, V42/600kW, or V44/600kW. We anticipate that design loads

to the foundations will be larger than previously considered in our report but not so great so as to impact the geotechnical recommendations contained in the above referenced report.

In addition, there are plans for an expansion of the substation and extension of roadways of Rows C & E to the south end of the section line. The terrain becomes steeper towards the south and will require the implementation of the special grading provisions described in the supplement report.

Site Description

The site is located within Section 3 of T3S, R3E, S.B.B.M. in the Whitewater area of Riverside County, California. The proposed wind turbines are to be constructed within four existing rows of towers along two ridgelines in the southern half of Section 3. The topography in this area consists of steep sided ridges and canyons that extend generally southward from Alta Mesa, a flat-topped hill located at the base of the San Bernardino Mountains, immediately to the west of the Whitewater River Canyon.

Summary of Geologic Conditions

The site is located at the extreme eastern end of the San Gorgonio Pass. This pass forms the boundary between the Transverse Ranges geomorphic province to the north, and the Peninsular Ranges province to the south.

The proposed turbines will be located on a series of ridges that are underlain by the Pleistocene-aged Cabazon Conglomerate. This formation consists of semi-consolidated, poorly-bedded, poorly-sorted, pebbly to bouldery conglomerate. These deposits are alluvial in origin (deposited by flowing water) and have been uplifted by tectonic forces related to movements along the San Andreas Fault. The rugged topography at the site is primarily the result of the dissection of these deposits by erosion along currently active stream channels.

The San Andreas Fault zone is the most significant potential seismic source in the site vicinity. In the eastern San Gorgonio Pass and the upper portion of the Coachella Valley, the San Andreas Fault zone is comprised of the Garnet Hill, the Banning, and the Mission Creek faults.

Foundations

We understand that the tower foundations will consist of the proprietary Patrick and Henderson tensionless pier (PHTP) using a large diameter, cast-in-place pier. This type of pier would be constructed by excavating to the desired depth and size with an excavator. Within the excavation a smaller diameter, corrugated-steel casing is set concentrically within the larger diameter corrugated-steel casing. Steel tie rods within PVC sleeves are placed vertically and concrete placed in the annular space between the casings. The tie rods are post-tensioned to keep the concrete in compression (hence tensionless) during loading. Soil backfill is placed within the central casing. The annular space between the outer casing and the excavation walls are to be backfilled with sand/cement slurry.

All details of the foundation system are to be designed by the design engineer. The diameter and depth of the pier as well as spacing and connection of steel tie rods are to be determined by the

design engineer, proportioned to support the design loads. The outside annular space should be grouted to near the surface to maintain intimate contact between the composite caisson and the undisturbed native soil. Caving conditions may occur in the soil consisting of relatively cohesionless sand, gravel, and cobbles. Sidewall sloughing will result in larger excavation and greater grout quantities for backfill.

The following table present allowable axial and lateral capacities that may be used in the PHTP design. The capacities for axial loads may be based on skin friction with some end bearing. These values have an estimated factor of two to ultimate values. We anticipate the size of the PHTP may range from 14 to 15 feet in outer diameter and about 25 to 35 feet deep.

Allowable Axial End Bearing Capacity, Settlement Criteria Governs From depth of 20 to 35 feet below grade	10,000 psf
Allowable Positive Skin Friction per foot of depth Maximum	55 psf/ft 2000 psf
Allowable Uplift Skin Friction per foot of depth Maximum	35 psf/ft 2000 psf
Passive Earth Pressure	480 pcf
Unit Soil Weight	115 pcf
Friction Angle of Soil	38 degrees
Secant Modulus of Lateral Subgrade Reaction at e_{50}	65 lbs./cu.-in.
Initial Modulus of Lateral Subgrade Reaction	225 lbs./cu.-in.

Lateral pile capacity: Lateral pile capacity may be calculated for deflections at the pile head for a pile free to rotate. Deflection can be assumed proportional to the applied load. Deep foundations placed in granular soils and subjected to cyclic lateral loading will eventually experience deflection of approximately two times their initial lateral top deflection. We assume plumb tolerance of the turbines should be within 0.002 radians for operating conditions. For extreme design loads, a tilt tolerance of 100:1 (vertical: horizontal) is acceptable.

Seismic Design Criteria

This site is subject to strong ground shaking due to potential fault movements along the San Andreas Fault. The *minimum* seismic design should comply with the 1997 edition of the Uniform Building Code (UBC) for non-building structures. The UBC provisions are generally intended to protect human life safety and prevent structural collapse. It is not necessarily intended to prevent structural damage or preserve functionality after a large earthquake. The following are 1997 UBC seismic design values:

1997 UBC Seismic Coefficients for Chapter 16 Seismic Provisions

			Reference
Seismic Zone:	4		Figure 16-2
Seismic Zone Factor, Z:	0.4		Table 16-I
Soil Profile Type:	S _C		Table 16-J
Seismic Source Type:	A		Table 16-U
Closest Distance to Known Seismic Source:	<2 km		(San Andreas Fault)
Near Source Factor, N _a :	1.5		Table 16-S
Near Source Factor, N _v :	2.0		Table 16-T
Seismic Coefficient, C _a :	0.60	= 0.40N _a	Table 16-Q
Seismic Coefficient, C _v :	1.12	= 0.56N _v	Table 16-R

Closing

Except as modified by this update report, it is our opinion that the referenced documents are applicable to the proposed revision to the WECS permit. The recommendations contained within our geotechnical engineering report and the supplement regarding special grading provisions for access roads on steep slopes remain applicable.

This report is issued with the understanding that the owner, or the owner's representative, has the responsibility to bring the information and recommendations contained herein to the attention of the engineers for the project so that they are incorporated into the plans and specifications for the project. The owner, or the owner's representative, also has the responsibility to take the necessary steps to see that the general contractor and all subcontractors follow such recommendations. It is further understood that the owner or the owner's representative is responsible for submittal of this report to the appropriate governing agencies.

As the Geotechnical Engineer of Record for this project, Earth Systems Southwest (ESSW) has striven to provide our services in accordance with generally accepted geotechnical engineering practices in this locality at this time. No warranty or guarantee is express or implied. This report was prepared for the exclusive use of the Client and the Client's authorized agents.

ESSW should be provided the opportunity for a general review of final design and specifications in order that earthwork and foundation recommendations may be properly interpreted and implemented in the design and specifications. If ESSW is not accorded the privilege of making this recommended review, we can assume no responsibility for misinterpretation of our recommendations.

This report is based on the assumption that an adequate program of client consultation, construction monitoring, and testing will be performed during the final design and construction phases to check compliance with these recommendations. Maintaining ESSW as the geotechnical consultant from beginning to end of the project will provide continuity of services. The geotechnical engineering firm providing tests and observations shall assume the responsibility of Geotechnical Engineer of Record.

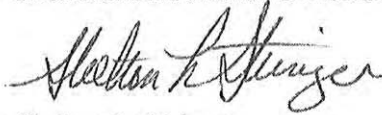
November 10, 2000

5

File No.: 07055-03
00-11-726

Should you have any questions concerning this update report please give us a call and we will be pleased to assist you.

Sincerely,
EARTH SYSTEMS SOUTHWEST



Shelton L. Stringer
GE 2266



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Init ES Date 2/14/18

EARTH SYSTEMS SOUTHWEST

Distribution: 1/Mark Technologies
5/JBG Environmental Consulting
1/Patrick and Henderson
1/VTA File
2/BD File

Supplemental References:

Leighton and Associates, Inc., 1983, Preliminary Geotechnical Investigation, Alta Mesa, Section 3, T3S, R3E, Whitewater, Riverside County, California, Project No. 6830028-03, dated February 15, 1983.

NMG Geotechnical, Inc., 1994, Geologic/Seismic Update of Site Conditions, Section 3, T3S, R3E, Whitewater Quadrangle, Alta Mesa, Riverside County, California, Project No. 94092-1, dated December 30, 1994.

Patrick and Henderson, Inc., 1986, Preliminary Soils Investigation, Mark Technologies Corporation, Section 3, T3S, R3E, SBB&M, dated May 27, 1986.



Earth Systems

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February 12, 2001

File No.: 07055-03

01-02-734

Mark Technologies Corporation
12-257 Business Park Drive, Suite 10
Truckee, California 96161

Attention: Mr. Mark Jones

Project: **WECS 71 Revised Permit**
Alta Mesa Project
Whitewater area of Riverside County, California

Subject: **Revised Geologic Map for the Update to Engineering Geology and Geotechnical Engineering Report and Supplement**

- References:
1. Engineering Geology and Geotechnical Engineering Report prepared by Earth Systems Consultants Southwest, dated March 2, 1999, Report No.: 99-02-710.
 2. Supplement to Engineering Geology and Geotechnical Engineering Report prepared by Earth Systems Consultants Southwest, dated April 19, 1999, Report No.: 99-04-733.

As requested, by the Riverside County Planning Department, we are providing a revised geologic map for the WECS 71 revised permit.

This revised geologic map shows expanded study limits to include the revised permit area. The geologic map has an updated base map with the revised permit turbine locations plotted.

Should you have any questions concerning this letter please give us a call and we will be pleased to assist you.

Sincerely,
EARTH SYSTEMS SOUTHWEST

Shelton L. Stringer
GE 2266

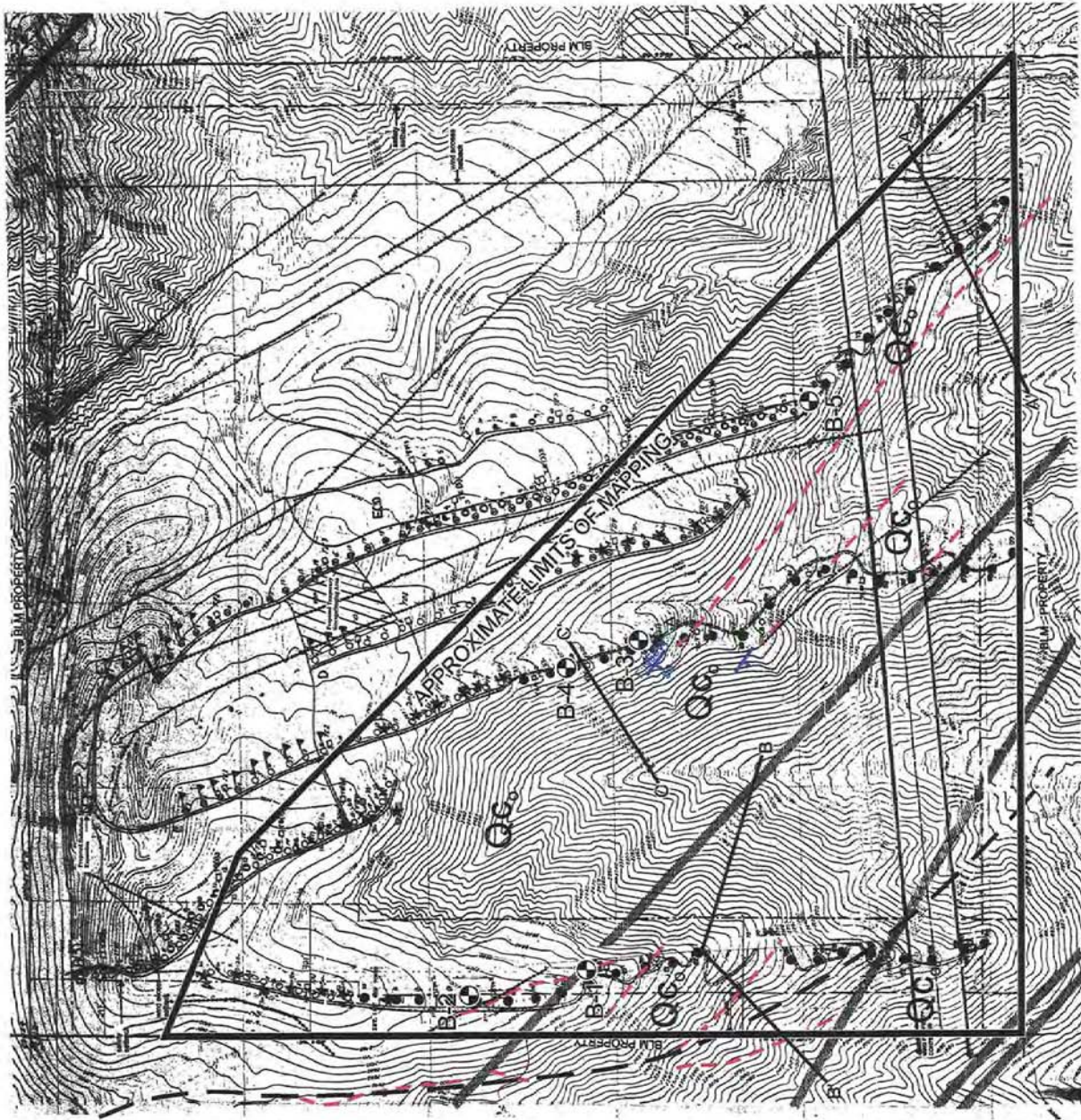


THIS DOCUMENT WAS ISSUED PREVIOUSLY AND MAY NOT REFLECT CURRENT SITE CONDITIONS AND/OR STANDARDS OF GEOTECHNICAL PRACTICE. THE CONTENT OF THE DOCUMENT SHOULD NOT BE USED OR RELIED UPON WITHOUT A REVIEW BY QUALIFIED PROFESSIONALS.

Init Date 2/14/18

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- Distribution:
- 1/Mark Technologies
 - 1/JBG Environmental Consulting
 - 2/Riverside County Planning Department
 - 1/VTA File
 - 1/BD File



LEGEND

QC₀

Cabazon F-anglomerate - Pleistocene non-marine pebbly to bouldery conglomerate; generally poorly sorted, poorly bedded, moderately well consolidated



Approximate Boring Location



Suspected Fault as Mapped on Alquist-Priolo Earthquake Fault Zone Map



Suspected Fault based on Aerial Photo Interpretation



Fault location and orientation, as measured during field mapping

A——A' Geologic Cross Section Location (See Figure 3)

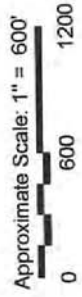


Figure 2 - Geologic Map (revised)

Alta Mesa Phase IV Wind Turbines
Project No.: 07055-01



Earth Systems Consultants
Southwest



July 2, 2001

File No.: 07055-04
01-07-700

TenderLand Power Company
12-257 Business Park Drive, Suite 10
Truckee, California 96161

Attention: Mr. Steve Jones

Project: Alta Mesa Project
Whitewater area of Riverside County, California

Subject: **Update to Engineering Geology and Geotechnical Engineering Report
and Electrical Resistivity Survey**

References: Engineering Geology and Geotechnical Engineering Report prepared by Earth Systems Consultants Southwest, dated March 2, 1999, Report No.: 99-02-710.

As requested, we have reviewed referenced documents for purposes of providing an update for the proposed electrical substation next to the existing substation. This letter provides site grading, foundation, and seismic design criteria. The geologic and geotechnical conditions and constraints are described in the above referenced reports are applicable to this revised permit. In addition, we reviewed three other geotechnical and geologic reports prepared for the Alta Mesa project as cited in the supplemental references at the end of this report.

Not Contained In This Report: Although available through Earth Systems Southwest, the current scope of our services does not include:

- A corrosive study to determine cathodic protection of concrete or buried pipes.
- Site-specific geologic and seismic hazard evaluation with soil borings.
- An environmental assessment.
- Investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater, or air on, below, or adjacent to the subject property.

Field Electrical Resistivity Survey

We subcontracted with Geovisions of Corona, California to conduct a field electrical resistivity surveys at the proposed substation site. They conducted two perpendicular lines of tests using the Wenner four Point Method. Electrode spacings were varied from 1 to 147 feet. The test results are attached to this report and summarized below:

<u>Line Direction</u>	<u>Average Soil Resistivity</u> <u>(ohm-m)</u>
North-South	323
East-West	273

Site Description

The site is located within Section 3 of T3S, R3E, S.B.B.M. in the Whitewater area of Riverside County, California. The proposed substation to be constructed west of existing substation located at the northwest part of Section 3, near the topographic high of Alta Mesa. The topography in this area consists of steep sided ridges and canyons that extend generally southward located at the base of the San Bernardino Mountains, immediately to the west of the Whitewater River Canyon.

Summary of Geologic Conditions

The site is located at the extreme eastern end of the San Gorgonio Pass. This pass forms the boundary between the Transverse Ranges geomorphic province to the north, and the Peninsular Ranges province to the south.

The proposed turbines will be located on a series of ridges that are underlain by the Pleistocene-aged Cabazon Conglomerate. This formation consists of semi-consolidated, poorly-bedded, poorly-sorted, pebbly to bouldery conglomerate. These deposits are alluvial in origin (deposited by flowing water) and have been uplifted by tectonic forces related to movements along the San Andreas Fault. The rugged topography at the site is primarily the result of the dissection of these deposits by erosion along currently active stream channels.

The San Andreas Fault zone is the most significant potential seismic source in the site vicinity. In the eastern San Gorgonio Pass and the upper portion of the Coachella Valley, the San Andreas Fault zone is comprised of the Garnet Hill, the Banning, and the Mission Creek faults.

Soil Conditions

The closest previous exploratory boring or trenches to the substation site was made by Patrick and Henderson in 1986 at the existing substation site. Their test hole made with a backhoe indicate the soils to a depth of 7 feet, consist of silty sand (USCS classification symbol of SM) of fine to coarse grained. This is consistent with soil borings made by Earth Systems in 1999 for the wind turbine expansion along ridges further south. Cobbles and possible boulder size rock should also be expected to exist in the subsurface soils. The soils are considered to be non-expansive.

Site Development - Grading

Adherence to the following grading and structural recommendations should reduce potential settlement problems from seismic forces, heavy rainfall, and the weight of the intended structures. A representative of Earth Systems Southwest (ESSW) should observe site clearing, grading, and the bottom of excavations prior to placing fill. Local variations in soil conditions may warrant increasing the depth of recompaction and over-excavation.

Clearing and Grubbing: Prior to site grading existing vegetation, construction debris, trash, and abandoned underground utilities should be removed from the proposed building, structural, and pavement areas. The surface should be stripped of organic growth and removed from the

construction area. Areas disturbed during clearing should be properly backfilled and compacted as described below.

Foundation Subgrade Preparation: We recommend recompaction of soils beneath structural areas. The existing surface soils within pad and shallow foundation areas should be compacted to a minimum of 24 inches below the footing level. The compaction should extend for 5 feet beyond the outer edge of exterior footings. The subgrade should be scarified; moisture conditioned, and recompacted to at least 90 % relative compaction (ASTM D 1557) and be verified by testing.

Subgrade Preparation: In areas to receive fill, pavements, or hardscape, the subgrade should be scarified; moisture conditioned, and compacted to at least 90% relative compaction (ASTM D 1557) for a depth of 12 inches below finished subgrades. Compaction should be verified by testing.

Engineered Fill Soils: The native soil is suitable for use as engineered fill and utility trench backfill. The native soil should be placed in maximum 8-inch lifts (loose) and compacted to at least 90% relative compaction (ASTM D 1557) near its optimum moisture content. Compaction should be verified by testing. Rocks larger than 6 inches in greatest dimension should be removed from fill or backfill material.

Imported fill soils (if required) should be non-expansive, granular soils meeting the USCS classifications of SM, SP-SM, or SW-SM with a maximum rock size of 3 inches and 5 to 35% passing the No. 200 sieve. The geotechnical engineer should evaluate the import fill soils before hauling to the site. However, because of the potential variations within the borrow source, import soil will not be prequalified by ESSW. The imported fill should be placed in lifts no greater than 8 inches in loose thickness and compacted to at least 90% relative compaction (ASTM D 1557) near optimum moisture content.

Site Drainage: Positive drainage should be maintained away from the structures (5% for 5 feet minimum) to prevent ponding and subsequent saturation of the foundation soils. Drainage should be maintained for paved areas. Water should not pond on or near paved areas.

Utility Trenches: Utility trench backfill within private property should be placed in conformance with the provisions of this report. In general, service lines extending inside of property may be backfilled with native soils compacted to a minimum of 90% relative compaction. Backfill operations should be observed and tested to monitor compliance with these recommendations.

Foundations

The substation facilities can be supported on shallow foundations bearing on a zone of properly prepared and compacted soils as referenced above under Site Grading or pier foundations. The recommendations that follow are based on very low expansion category soils.

Footing design of widths, depths, and reinforcing are the responsibility of the Structural Engineer, considering the structural loading and the geotechnical parameters given in this report. A minimum footing depth of 12 inches below lowest adjacent grade should be maintained. A representative of ESSW should observe foundation excavations prior to placement of reinforcing

steel or concrete. Any loose soil or construction debris should be removed from footing excavations prior to placement of concrete.

Conventional Spread Foundations: Allowable soil bearing pressures are given below for foundations bearing on recompacted soils as described above. Allowable bearing pressures are net (weight of footing and soil surcharge may be neglected).

- Continuous wall foundations, 12-inch minimum width and 12 inches below grade:
1500 psf for dead plus design live loads

Allowable increases of 300 psf per each foot of additional footing width and 300 psf for each additional 0.5 foot of footing depth may be used up to a maximum value of 3000 psf.

- Isolated pad foundations, 2 x 2 foot minimum in plan and 18 inches below grade:
2000 psf for dead plus design live loads

Allowable increases of 200 psf per each foot of additional footing width and 400 psf for each additional 0.5 foot of footing depth may be used up to a maximum value of 3000 psf.

A one-third (1/3) increase in the bearing pressure may be used when calculating resistance to wind or seismic loads. The allowable bearing values indicated are based on the anticipated maximum loads stated in this report. If the anticipated loads exceed these values, the geotechnical engineer must reevaluate the allowable bearing values and the grading requirements.

Minimum reinforcement for continuous wall footings should be two, No. 4 steel reinforcing bars, one placed near the top and one placed near the bottom of the footing. This reinforcing is not intended to supersede any structural requirements provided by the structural engineer.

Expected Settlement: Estimated total static settlement, based on footings founded on firm soils as recommended, should be less than 1 inch. Differential settlement between exterior and interior bearing members should be less than 1/2-inch.

Frictional and Lateral Coefficients: Lateral loads may be resisted by soil friction on the base of foundations and by passive resistance of the soils acting on foundation walls. An allowable coefficient of friction of 0.35 of dead load may be used. An allowable passive equivalent fluid pressure of 250 pcf may also be used. These values include a factor of safety of 1.5. Passive resistance and frictional resistance may be used in combination if the friction coefficient is reduced to 0.23 of dead load forces. A one-third (1/3) increase in the passive pressure may be used when calculating resistance to wind or seismic loads. Lateral passive resistance is based on the assumption that any required backfill adjacent to foundations is properly compacted.

Drilled Piers Alternate: As an alternate to spread footing foundations, cast-in-place drilled piers may be used to support large loads. The drilled piers may be designed as end bearing piers with additional support considered for resistance along the sides of the pier. A visual inspection of the bearing material should be made by an experienced geotechnical engineer or technician prior to placing concrete. All drilled piers should have a minimum diameter of 24 inches to allow for inspection of the bearing surface. The drilled piers may require temporary casing during installation because of caving dry sands. Alternately, pre-saturation of the soils to the depth of installation may allow the bored hole to remain open. Prior to placing any concrete, any loose soil should be removed from the bottom of the drilled pier excavation.

Recommended design parameters for drilled piers are presented on the following table. The lateral load capacity of the drilled piers may be designed using the UBC non-constrained formula of Section 1806.7.2.

RECOMMENDED DRILLED PIER FOUNDATION DESIGN PARAMETERS

Allowable Axial End Bearing Capacity (Factor of Safety = 2)(piers less than 4 feet diameter)

• At depth of 5 feet	5.0 ksf
• Rate increase per foot	1.0 ksf
• Maximum not to exceed @ 15 feet	15.0 ksf
Allowable Positive Skin Friction per foot of depth	24 psf/ft
Allowable Negative Skin Friction per foot of depth	16 psf/ft
Allowable Lateral Soil Pressure per foot of depth	200 psf/ft

Range in Anticipated Depth to Tip 5-15 feet

For piers greater than 4 feet in diameter the above axial end bearing capacity may the above values reduced by a factor of $4/B$ where B is pier diameter in feet to limit end compression to under 1-inch. Should piers deeper than 15 feet need to be considered, Earth Systems should verify conditions with site-specific borings.

Slabs-on-Grade

Subgrade: Concrete slabs-on-grade and flatwork should be supported by compacted soil placed in accordance with Section 5.1 of this report.

Vapor Barrier: In areas of moisture sensitive floor coverings, an appropriate vapor barrier should be installed to reduce moisture transmission from the subgrade soil to the slab. For these areas an impermeable membrane (10-mil moisture barrier) should underlie the floor slabs. The membrane should be covered with 2 inches of sand to help protect it during construction and to aide in concrete curing. The sand should be lightly moistened just prior to placing the concrete. Low-slump concrete should be used to help reduce the potential for concrete shrinkage. The effectiveness of the moisture barrier is dependent upon its quality, method of overlapping, its protection during construction, and the successful sealing of the barrier around utility lines.

Slab thickness and reinforcement: Slab thickness and reinforcement of slab-on-grade are contingent on the recommendations of the structural engineer or architect and the expansion index of the supporting soil. Based upon our findings, a modulus of subgrade reaction of approximately 200 pounds per cubic inch can be used in concrete slab design for the expected very low expansion subgrade.

Concrete slabs and flatwork should be a minimum of 4 inches thick. We suggest that the concrete slabs be reinforced with a minimum of No. 3 rebars at 18-inch centers, both horizontal directions, placed at slab mid-height to resist cracking. Concrete floor slabs may either be monolithically placed with the foundations or doweled after footing placement. The thickness and reinforcing given are not intended to supersede any structural requirements provided by the structural engineer. The project architect or geotechnical engineer should continually observe all

reinforcing steel in slabs during placement of concrete to check for proper location within the slab.

Control Joints: Control joints should be provided in all concrete slabs-on-grade at a maximum spacing of 36 times the slab thickness (12 feet maximum on-center, each way) as recommended by American Concrete Institute (ACI) guidelines. All joints should form approximately square patterns to reduce the potential for randomly oriented, contraction cracks. Contraction joints in the slabs should be tooled at the time of the pour or saw cut (1/4 of slab depth) within 8 hours of concrete placement. Construction (cold) joints should consist of thickened butt joints with one-half inch dowels at 18-inches on center or a thickened keyed-joint to resist vertical deflection at the joint. All construction joints in exterior flatwork should be sealed to reduce the potential for moisture or foreign material intrusion. These procedures will reduce the potential for randomly oriented cracks, but may not prevent them from occurring.

Curing and Quality Control: The contractor should take precautions to reduce the potential of curling of slabs in this arid desert region using proper batching, placement, and curing methods. Curing is highly effected by temperature, wind, and humidity. Quality control procedures *may* be used including trial batch mix designs, batch plant inspection, and on-site special inspection and testing. Typically, for this type of construction and using 2500-psi concrete, many of these quality control procedures are not required.

Seismic Design Criteria

This site is subject to strong ground shaking due to potential fault movements along the San Andreas Fault. The *minimum* seismic design should comply with the latest edition of the Uniform Building Code (UBC). The UBC provisions are generally intended to protect human life safety and prevent structural collapse. It is not necessarily intended to prevent structural damage or preserve functionality after a large earthquake. Therefore, more stringent seismic design should be considered if a particular level of structural performance is desirable after a large earthquake. That design should be based on a site and project specific seismicity analysis. The following are the 1997 UBC seismic design values:

1997 UBC Seismic Coefficients for Chapter 16 Seismic Provisions

			<u>Reference</u>
Seismic Zone:	4		Figure 16-2
Seismic Zone Factor, Z:	0.4		Table 16-I
Soil Profile Type:	S _D		Table 16-J
Seismic Source Type:	A		Table 16-U
Closest Distance to Known Seismic Source:	<2 km		(San Andreas Fault)
Near Source Factor, N _a :	1.50		Table 16-S
Near Source Factor, N _v :	2.00		Table 16-T
Seismic Coefficient, C _a :	0.66	= 0.44N _a	Table 16-Q
Seismic Coefficient, C _v :	1.28	= 0.64N _v	Table 16-R

The potential for soil liquefaction to occur at this site is considered negligible because the depth of groundwater beneath the site exceeds 50 feet. In addition, the project does not lie within the Riverside County liquefaction study zone.

Limitations

Our findings and recommendations in this report are based on prior investigations of others for field exploration and laboratory testing. Furthermore, our findings and recommendations are based on the assumption that soil conditions do not vary significantly from those found at prior exploratory locations. Variations in soil or groundwater conditions could exist between and beyond the exploration points. The nature and extent of these variations may not become evident until construction. Variations in soil or groundwater may require additional studies, consultation, and possible revisions to our recommendations.

Findings of this report are valid as of the issued date of the report. However, changes in conditions of a property can occur with passage of time whether they are from natural processes or works of man on this or adjoining properties. In addition, changes in applicable standards occur whether they result from legislation or broadening of knowledge. Accordingly, findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of one year.

In the event that any changes in the nature, design, or location of structures are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report are modified or verified in writing.

This report is issued with the understanding that the owner, or the owner's representative, has the responsibility to bring the information and recommendations contained herein to the attention of the architect and engineers for the project so that they are incorporated into the plans and specifications for the project. The owner, or the owner's representative, also has the responsibility to take the necessary steps to see that the general contractor and all subcontractors follow such recommendations. It is further understood that the owner or the owner's representative is responsible for submittal of this report to the appropriate governing agencies.

As the Geotechnical Engineer of Record for this project, Earth Systems Southwest (ESSW) has striven to provide our services in accordance with generally accepted geotechnical engineering practices in this locality at this time. No warranty or guarantee is express or implied. This report was prepared for the exclusive use of the Client and the Client's authorized agents.

ESSW should be provided the opportunity for a general review of final design and specifications in order that earthwork and foundation recommendations may be properly interpreted and implemented in the design and specifications. If ESSW is not accorded the privilege of making this recommended review, we can assume no responsibility for misinterpretation of our recommendations.

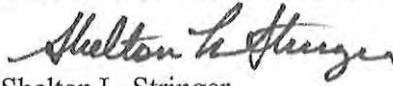
Although available through ESSW, the current scope of our services does not include an environmental assessment, or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater or air on, below, or adjacent to the subject property.

Additional Services

This report is based on the assumption that an adequate program of client consultation, construction monitoring, and testing will be performed during the final design and construction phases to check compliance with these recommendations. Maintaining ESSW as the geotechnical consultant from beginning to end of the project will provide continuity of services. *The geotechnical engineering firm providing tests and observations shall assume the responsibility of Geotechnical Engineer of Record.* Construction monitoring and testing would be additional services provided by our firm. The costs of these services are not included in our present fee arrangements, but can be obtained from our office.

Should you have any questions concerning our report please give us a call and we will be pleased to assist you.

Sincerely,

EARTH SYSTEMS SOUTHWEST


Shelton L. Stringer
GE 2266



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1/VTA File
2/BD File

The following are attached and complete this report:

- Electrical Resistivity Test Results (3 sheets)

Supplemental References:

Leighton and Associates, Inc., 1983, Preliminary Geotechnical Investigation, Alta Mesa, Section 3, T3S, R3E, Whitewater, Riverside County, California, Project No. 6830028-03, dated February 15, 1983.

NMG Geotechnical, Inc., 1994, Geologic/Seismic Update of Site Conditions, Section 3, T3S, R3E, Whitewater Quadrangle, Alta Mesa, Riverside County, California, Project No. 94092-1, dated December 30, 1994.

Patrick and Henderson, Inc., 1986, Preliminary Soils Investigation, Mark Technologies Corporation, Section 3, T3S, R3E, SBB&M, dated May 27, 1986.

SOIL RESISTIVITY DATA SHEET-SCE SUBSTATION SITE WHITE WATER - ALTA MESA

SITE SPECIFIC DATA		EARTH RESISTANCE TEST SET	
Location	South-North Line	Manufacturer	AGI
Test Date & Time	6/25/1 & 6/26/1 1:00pm	Catalog No.	Sting R1
Personnel	Carter & Lawrence & Ortiz	Serial No.	S38010020
Amb. Temperature	80 degrees	Battery & Zero Check	(Bat) 13.16 V (Zero) 0
Soil Condition	Dry	Resistance Check	OK

Probe Spacing Feet	Potential Probe		Current Probe		Soil Resistivity Measurement			Magnitude Ohm-M
	Label	Size Inches	Label	Size Inches	Reading (V/I) Ohms	X Multiplier	Magnitude Ohm-F	
1.00	SPC-1	1/4ODx2D	SCC-1	1/4ODx4D	58.28	6.28	366.18	111.61
1.47	SPC-2	1/4ODx2D	SCC-2	1/4ODx4D	54.50	9.24	503.37	153.42
2.15	SPC-3	1/4ODx2D	SCC-3	1/4ODx4D	-	13.51	-	-
3.16	SPC-4	1/4ODx2D	SCC-4	5/8ODx12D	34.68	19.85	688.56	209.86
4.64	SPC-5	1/4ODx2D	SCC-5	5/8ODx12D	-	29.15	-	-
6.81	SPC-6	1/4ODx2D	SCC-6	5/8ODx12D	19.17	42.79	820.25	250.00
10.00	SPC-7	1/4ODx2D	SCC-7	5/8ODx12D	12.90	62.83	810.52	247.04
14.68	SPC-8	1/4ODx2D	SCC-8	5/8ODx12D	-	92.24	-	-
21.54	SPC-9	5/8ODx12D	SCC-9	5/8ODx24D	10.74	135.34	1453.53	443.02
31.62	SPC-10	5/8ODx12D	SCC-10	5/8ODx24D	8.20	198.67	1629.11	496.53
46.42	SPC-11	5/8ODx12D	SCC-11	5/8ODx24D	6.03	291.66	1758.72	536.03
68.13	SPB-12	5/8ODx12D	SCB-12	5/8ODx24D	4.28	428.07	1832.14	558.41
100.00	SPB-13	5/8ODx12D	SCB-13	5/8ODx24D	1.41	628.31	885.92	270.02
146.78	SPB-14	5/8ODx12D	SCB-14	5/8ODx24D	1.01	922.24	931.46	283.89
Average							1061.80	323.62

Remarks	Contact resistances extremely high due to presence of numerous boulders and cobbles



SOIL RESISTIVITY DATA SHEET-SCE SUBSTATION SITE WHITE WATER - ALTA MESA

SITE SPECIFIC DATA		EARTH RESISTANCE TEST SET	
Location	West-East Line	Manufacturer	AGI
Test Date & Time	6/25/1 & 6/26/1 9:00am	Catalog No.	Sting R1
Personnel	Carter & Lawrence & Ortiz	Serial No.	S38010020
Amb. Temperature	80 degrees	Battery & Zero Check	(Bat) 13.68 V (Zero) 0
Soil Condition	Dry	Resistance Check	OK

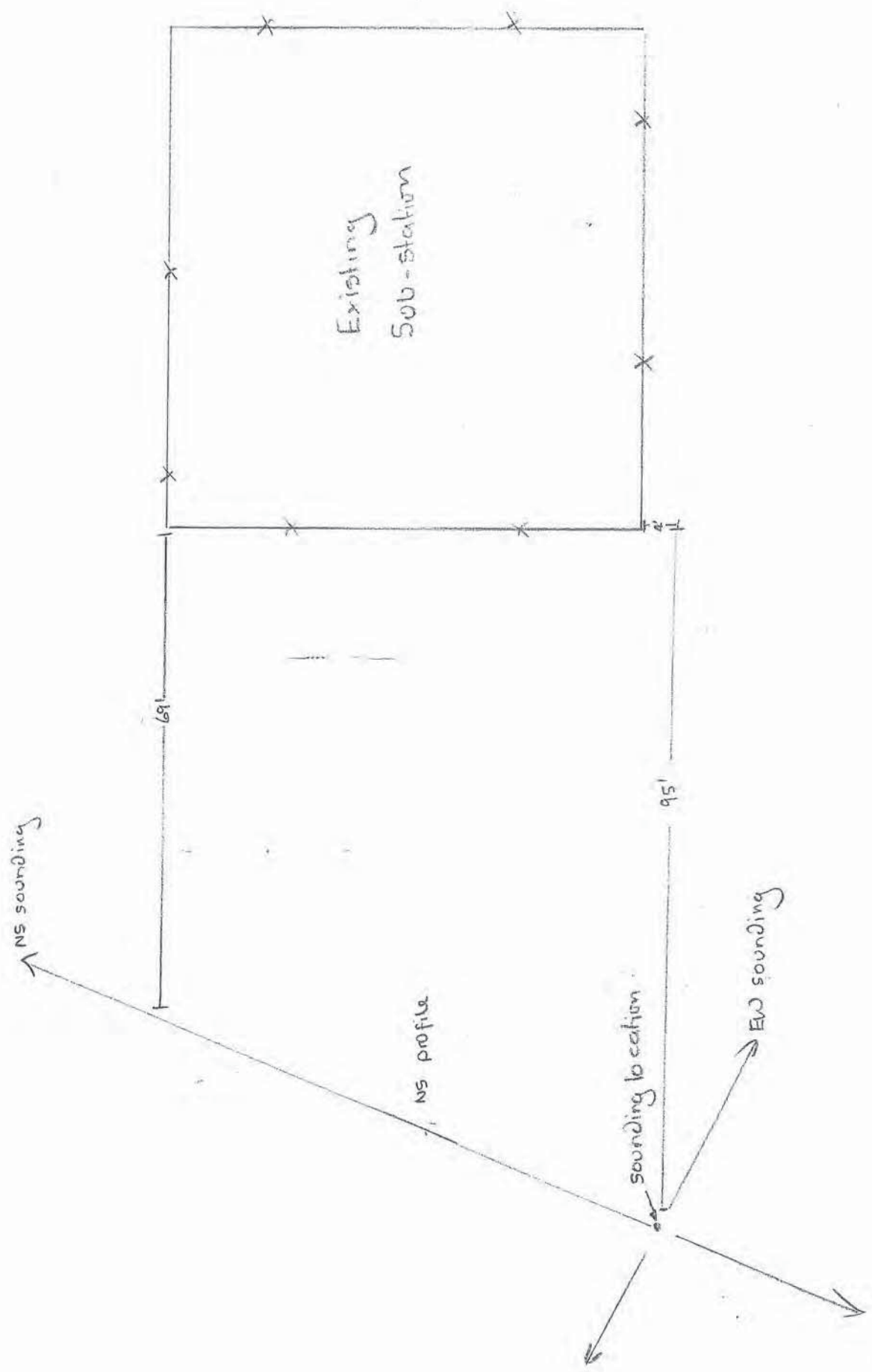
Probe Spacing Feet	Potential Probe		Current Probe		Soil Resistivity Measurement			
	Label	Size Inches	Label	Size Inches	Reading (V/I) Ohms	X Multiplier	Magnitude Ohm-F	Magnitude Ohm-M
1.00	SPC-1	1/4ODx2D	SCC-1	1/4ODx4D	79.80	2πA	501.39	152.82
1.47	SPC-2	1/4ODx2D	SCC-2	1/4ODx4D	47.00	6.28	434.10	132.31
2.15	SPC-3	1/4ODx2D	SCC-3	1/4ODx4D	35.50	9.24	479.56	146.16
3.16	SPC-4	1/4ODx2D	SCC-4	5/8ODx12D	19.55	13.51	388.16	118.30
4.64	SPC-5	1/4ODx2D	SCC-5	5/8ODx12D	19.25	19.85	561.21	171.05
6.81	SPC-6	1/4ODx2D	SCC-6	5/8ODx12D	-	29.15	-	-
10.00	SPC-7	1/4ODx2D	SCC-7	5/8ODx12D	13.43	42.79	843.82	257.18
14.68	SPC-8	1/4ODx2D	SCC-8	5/8ODx12D	10.29	62.83	949.11	289.27
21.54	SPC-9	5/8ODx12D	SCC-9	5/8ODx24D	8.03	92.24	1086.77	331.23
31.62	SPC-10	5/8ODx12D	SCC-10	5/8ODx24D	6.54	135.34	1299.32	396.01
46.42	SPC-11	5/8ODx12D	SCC-11	5/8ODx24D	4.90	198.67	1429.15	435.58
68.13	SPB-12	5/8ODx12D	SCB-12	5/8ODx24D	3.56	291.66	1523.93	464.47
100.00	SPB-13	5/8ODx12D	SCB-13	5/8ODx24D	1.91	428.07	1200.08	365.77
146.78	SPB-14	5/8ODx12D	SCB-14	5/8ODx24D	1.05	628.31	968.35	295.14
					Average			
					897.30			

Remarks	Contact resistances extremely high due to presence of numerous boulders and cobbles



SCE Substation Site White Water - Alta - Utes

↑ N
1" = 20'



TENDERLAND POWER COMPANY, INC.
1411 FOURTH AVENUE, SUITE 820
SEATTLE, WA 98101

**SUPPLEMENT TO GEOLOGICAL AND
GEOTECHNICAL ENGINEERING REPORT
ALTA MESA PUMPED STORAGE
HYDROELECTRIC PROJECT
RIVERSIDE COUNTY, CALIFORNIA**

June 30, 2005

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File No.: 07055-06
05-06-837



June 30, 2005

File No.: 07055-06
05-06-837

Tenderland Power Company, Inc.
1411 Fourth Avenue, Suite 820
Seattle, Washington 98101

Attention: Mr. Mark Jones

Project: **Proposed Alta Mesa Pumped Storage Hydroelectric Project**
Riverside County, California

Subject: **SUPPLEMENT TO GEOLOGICAL AND GEOTECHNICAL
ENGINEERING REPORT**

Dear Mark:

We take pleasure to present this supplement to the Geological and Geotechnical Engineering Report (original date December 26, 2001) prepared for the proposed pumped storage hydroelectric project located at Alta Mesa in Riverside County, California.

This report presents our updated findings and recommendations for design and construction. In our professional opinion, the site remains suitable for the proposed development provided the recommendations in this report are followed in design and construction.

This report completes our scope of services in accordance with your letter of authorization dated October 13, 2004 acknowledging our work order, dated October 9, 2003. Other services that may be required, such as meetings and consultation, are additional services and will be billed according to the Fee Schedule in effect at the time services are provided. Unless requested in writing, the client is responsible to distribute this report to the appropriate governing agency or other members of the design team.

We appreciate the opportunity to provide our professional services. Please contact our office if there are any questions or comments concerning this report or its recommendations.

Respectfully submitted,
EARTH SYSTEMS SOUTHWEST

Shelton L. Stringer
Vice President/Associate Geotechnical Engineer & Geologist
GE 2266, PG 7977



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Init. Date 2/14/18

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Section 1

INTRODUCTION

1.1 Project Description

This supplement to the Geological and Geotechnical Engineering Report has been prepared for the proposed pumped storage 70-MW hydroelectric project located near the existing Alta Mesa wind power project in Riverside County, California. Mark Technologies Corporation (MTC) is proposing this project.

The project would consist of lined upper and lower reservoirs each with a capacity of about 345-ac-feet and 50-feet deep. Eight-foot diameter penstocks will connect the upper and lower reservoirs through the powerhouse. Considerable excavation will be required for the reservoirs. Cut slopes at 2:1 (horizontal: vertical) inclination will be as high as 133 feet and embankment fill slopes at 3:1 inclination will be as high as about 90 feet. The powerhouse will contain one 70-MW generator and is anticipated to be about 125 feet below grade. Because of the size and height of the embankments, the California Department of Water Resources, Division of Safety of Dams (DSOD) will have jurisdiction.

1.2 Site Description

The project is located in the west half of Section 3 and northeast quarter of Section 9 of T3S, R3E S.B.B.M. in the Whitewater area of Riverside County, California. The topography in this area consists of steep sided ridges and canyons that extend generally southward from Alta Mesa, a flat-topped hill located at the base of the San Bernardino Mountains, immediately to the west of the Whitewater River Canyon (See Figure 1 in Appendix). Ground elevations range from the topographic high of Alta Mesa of 2821 feet above mean sea level to about 1320 feet at the powerhouse at the base of Alta Mesa. The ground is sparsely vegetated with desert plants and shrubs.

Slopes lengthwise along the ridgelines generally range between 10% to 25% grade. Natural slopes descending from ridgelines into adjacent canyons are about at 67% grade (1.5:1 inclination). This inclination apparently represents the natural angle of repose for these materials. Generally, the near surface soils are more resistant to erosion than underlying soils because of soil development and caliche cementation. As a result, the uppermost 10 feet or so of some slopes are oversteepened to near vertical because of erosion of underlying materials.

1.3 Purpose and Scope of Work

The purpose of this supplemental report is to provide an updated assessment of the seismic and geologic condition at the project site. This supplemental report contains the following::

- Updated understanding of the tectonic setting and possible tectonic uplift movements of Alta Mesa.
- Updated seismic probabilistic seismic hazard analysis (PSHA) based on the joint 2002 (2003) CGS/USGS study.
- Updated probabilistic study of potential seismic induced landslide movements based on the implementation guidelines to SP 117.

Section 2 DISCUSSION

2.1 Updated Assessment of Seismic Hazards

Updated Seismic Sources: Our research of regional faulting indicates that several distant active faults or seismic zones lie within 62 miles (100 kilometers) of the project site as listed on Table 1 in Appendix A. The primary seismic hazard to the site is strong ground shaking from earthquakes along the nearby San Andreas fault. The Maximum Magnitude Earthquake (M_{max}) listed is from published geologic information available for each fault (Cao et al., CGS, 2003). The M_{max} corresponds to the maximum earthquake believed to be tectonically possible.

2.2 Updated Assessment of Tectonic Setting

Tectonic Uplift: It is probable that some of these previous mapped scarp features are gravitational in origin as a result of differential uplift of the Alta Mesa. Regardless of the cause of ground movement, the surface expression is that of a fault (displacement across a fracture in a plane parallel to the fracture). The CDMG (1994, FER-235) interpreted several, if not all, of the scarp-like features at the site as being large-scale gravitational features with apparent normal offsets as much as 5 feet.

Mechanism for Uplift: Alta Mesa is a pressure ridge that is being compressed over geologic time as a result of Alta Mesa generally progressing westward along the San Andreas fault. This compression is causing tectonic uplift of the mesa as illustrated in the structural geologic cross section on Figure 2 in the Appendix. A generally observable old piedmont surface ("B" soil horizon) has been uplifted and there is offset by the Garnet Hill fault traversing across the mesa. An anticline structure with probable differential offset fractures likely exists across the mesa. This anticline structure is similar to that observed and mapped by Dibble (2004) for Whitewater and Garnet Hills that lie east of Alta Mesa.

Based on FER 235, the estimated age of this piedmont surface is about 500,000 to 750,000 years and has been uplifted about 1200 feet. Based on this, the estimated tectonic uplift rate of Alta Mesa is about 0.5 to 0.7 mm/year or about 3 to 5 % of the estimated 25 mm/year geologic slip rate of the San Andreas fault. In that about 315 years have past since the last event since circa 1690, there is accumulated 8 meter strain built-up along the San Andrea fault. The estimated uplift rate is about 0.15 to 0.3 meter (0.5 to 1 feet) in the next event. This differential offset of this magnitude may be expected to occur anywhere on Alta Mesa, although more probable along mapped features.

Landsliding: The steepest canyon side slopes are currently inclined at approximately 67% (1.5:1). This angle is essentially the natural angle of repose for the Cabazon Fanglomerate, and is primarily related to the angle of internal friction of these granular materials, which have very low cohesive strength. As such, these slopes are essentially stable (safety factor in excess of 1) in the short to medium term at these inclinations under static conditions (in the absence of lateral loading due to seismic shaking or other forces).

In the longer term, headward erosion of drainage channels oversteepens the base of the slopes. The upper portions of the slopes will then respond by failing back to the angle of repose. In

some areas, the near surface soils have some cohesion because of clay soil development or calcareous cementation. Because of this cohesion, these soils will stand at much steeper angles, resulting in the uppermost portion of the slope becoming oversteepened. Although in one sense these oversteepened upper slopes could be considered landslide headscarps, they are not indicative of an underlying deep-seated failure surface.

Ridgetop Spreading: Strong seismic shaking can induce lateral spreading of ridgetops (ridgetop shattering). This spreading can produce ground rupture, either along existing planes of weakness (joints, fractures, faults etc.) or in new locations. These ruptures would be distinguished from faults in that the displacement would not be in the rupture plane (displacement would tend to open a fracture), although down-slope movements occurring along with ridgetop spreading may also result in displacements in the rupture plane. CDMG (1994) interpreted several scarp-like features in the northern portion of Section 3 as potentially being the result of this phenomenon, based primarily on the apparent similarity of these features to those observed in the Santa Cruz Mountains after the Loma Prieta Earthquake of 1989. All identified ground ruptures, whether caused by faulting, landsliding or ridgetop spreading (or combinations thereof) should be considered zones of weakness potentially vulnerable to future ground movements.

Impact on Proposed Upper Reservoir Site: The previous report indicates the presence of one mapped fault-like feature beneath the proposed upper reservoir embankment. The possibility of seismically induced landsliding, gravitational features, or ridgetop spreading occurring elsewhere on the site cannot be precluded considering the likelihood that the site will be subjected to severe seismic shaking. The slope stability analyses presented in the prior geotechnical report indicates that potential instability and head scarps may develop as far back as about 50 feet away from the slope crest, but away from the upper reservoir site. Slope stability analyses do not account for the gravitational features occurring within the interior of Alta Mesa.

To provide a visual perspective of the proposed reservoir with respect nearby descending slopes of Alta Mesa, 3D views are shown on Figure 3 of the Appendix.

Based on the analyses and evaluations conducted to date, a possibility of seismic induced displacements could occur anywhere on Alta Mesa, but are probably quantifiable to a maximum of 5 feet per seismic event.

2.3 Updated Probabilistic Seismic Hazard Analysis

We have conducted a site specific, Probabilistic Seismic Hazard Analysis (PSHA) to evaluate the likelihood of future earthquakes and provide design ground motions. Completing the PSHA requires defining the location and geometry of potentially damaging earthquake sources (faults and seismic zones) and defining the geoseismic characteristics of these earthquake sources. Geoseismic characteristics required for the analysis include:

- Type of deformation (strike slip, dip slip, reverse, thrust)
- Fault segmentation
- Length of fault segments, and depth of rupture
- Fault slip rate (average rate of deformation-estimate in mm/yr)
- Maximum earthquake magnitude

➤ Site-specific response characteristics (soil or rock condition)

Table 1 also provides a summary of the geoseismic characteristics based primarily on the fault parameters from the California Geological Survey (Cao et al., 2003).

Our probabilistic site acceleration estimates were developed using the USGS Interactive Strong Motion Deaggregation website. The USGS PSHA results for soft rock ($S_{B/C}$) were adjusted by a site factor varying from about 1.0 for PGA to 1.3 for spectral accelerations of 1.0 second based on the NEHRP soil correction factors. The contributions of various seismic sources by deaggregation to the total seismic hazard at the site are also shown on Figure 4.

Based on the PSHA, the modal magnitude event is about 7.6 acting at a modal distance of about 2 km. The mean period of ground motion is about 0.52 seconds with a bracketed duration, D_{5-95} , of about 26 seconds (Bray and Rathje, 1998).

The following table provides a summary of the probabilistic estimates of the PGA and Spectral Accelerations taken from the 2002 USGS National Strong Motion Mapping Program.

**Estimates of PGA and Spectral Accelerations from 2002 USGS
Probabilistic Seismic Hazard Analysis**

Risk of Exceedance	Equivalent Return Period (years)	PGA (g) (1)	Spectral Acceleration Sa (0.2 sec.)	Spectral Acceleration Sa (1.0 sec.)
10% in 50 years (DBE)	475	0.74	1.64	1.04
10% in 100 years (UBE)	949	0.96	2.19	1.49
MCE (deterministic limit)		0.85	2.14	1.43

Notes:

1. Based on soft rock site, Site Class $S_{B/C}$ and soil amplification factors of 1.0 and 1.3 for Soil Profile S_D for short and long period ground motion, respectively.
2. DBE – Design Basis Earthquake Ground Motion as defined the California Building Code.
3. UBE – Upper Bound Earthquake Ground Motion as defined the California Building Code.
4. MCE – Maximum Considered Earthquake Ground Motion as defined the International Building Code (deterministic limit defined as mean acceleration $\times 1.5$, i.e. mean+ 1σ , about 84th percentile).
5. Equivalent Return Period is the inverse of the annual risk and represents the statistical equivalent of one chance in X-years for the stated value of ground motion to occur.

Horizontal Response Spectra: Horizontal response spectral curves for the site were computed using the values from the USGS Interactive Strong Motion Deaggregation website. Horizontal response spectral curves for 5% viscous damping are presented on Figure 5 for a risk of exceedance of 10% in 50 years (DBE) and 10% in 100 years (UBE). For comparison, the 2001 CBC equivalent static response spectrum is also shown. Figure 6 shows the CBC response spectrum, DBE, and UBE spectral curves using an arithmetic scale. Table 2 presents tabulated values of spectral acceleration for comparison. Generally, vertical accelerations may be taken as equal to 50% to 100% of the horizontal acceleration.

Deterministic Maximum Horizontal Acceleration: We understand that the California Department of Water Resources, Division of Safety of Dams (DSOD) requires that seismic design of dams be based on a deterministic analysis of the maximum horizontal acceleration (MHA or PGA). Table 1 in Appendix A lists the mean deterministic PGA values for scenario earthquakes of M_{max} magnitude along each fault. For the San Andreas Fault, the mean deterministic value of PGA of a dense soil profile, S_C is about 0.6g. Because of the criticality of the reservoir safety, we adopted for design a MHA of 0.85g that is about the 84th percentile PGA value. This corresponds to the 2000 IBC, PGA value for the MCE and above the 10% in 50-year probabilistic PGA value.

2.4 Updated Slope Stability Analyses

We conducted slope stability analyses of the natural and proposed cut and embankment fill slopes using a two-dimensional, limit-equilibrium stability analysis. The stability analyses were completed using the *STABL5* computer program that generates potential failure surfaces based on user-specified shear strength parameters and slope geometry. A circular surface generator, using the Bishop Method, was chosen for the analyses. The computer program searched for critical potential failure surfaces with low computed factors of safety.

To assess the stability of slopes under seismic conditions, yield accelerations were computed for the critical slide surfaces evaluated in the static analyses. The yield acceleration (K_y) is defined as the horizontal acceleration at which a potential slide surface would develop a factor of safety of 1.0. As indicated in Section 2.3 we estimate the peak ground acceleration for design to be 0.85g. It should be understood that the computer analysis applies a continuous force horizontally out of the slope, whereas, during a seismic event, the slopes will actually experience various directional components of acceleration and velocity, both in and out of the slope.

We used the methods described in the Implementation Guidelines to CGS Special Publication 117 (2002) of the simplified Newmark analysis by Bray and Rathje (1998) to estimate the possible seismically induced slope displacement for both existing slopes and reservoir slopes. The mean and mean + 1σ displacement are shown below for both the historic 1986 Palm Springs earthquake and the design MCE PGA value of 0.85g according to the yield acceleration value for slopes.

Geotechnical Parameters: Slope stability analyses require selection of appropriate soil strength. The engineering strength characteristics of the fill soils have been conservatively estimated from local experience and typical direct shear test results. The following table shows the materials strengths that were used for stability analyses.

Engineering and geologic judgment must be applied to the results of shear tests because of lateral and vertical variations in the subsurface conditions such as degree of cementation, fracturing, planes of weakness and gradational characteristics. The selected shear strength parameters for the granular soils at the site are conservative values of consolidated-drained ('CD' or 'S') strengths appropriate for use in effective stress stability analyses. In that the reservoirs will be lined, there is no development of a phreatic groundwater surface.

Material	Shear Strength Parameters		Unit Weight (pcf)
	Friction Angle ϕ	Cohesion c (psf)	
Foundation Native Soils (Qc and Qal)	38	100	120
Embankment Compacted Sandy Soils	38	100	130

Back-Calculated Stability: We conducted slope stability analyses of existing ridges to evaluate their present state of stability. The Cabazon Funglomerate soils have some apparent weak cementation in the granular soils. Without cohesion, the slopes should have deformed or failed from the past nearby 1986 Palm Springs M_w 6.2 earthquake (estimated site PGA = 0.6g) so as to be noted. These analyses can be used to bracket the probable shear strength values of the foundation soils.

Results of the stability analyses, using the shear strength data as described above are presented on the following table. The factor of safety of against slope failure was computed for the slopes and conditions as given in the table below.

The lower the yield acceleration values, the more potentially unstable the slope is during seismic ground shaking. Yield accelerations below the design basis earthquake of 0.85g do not imply an unacceptable condition by itself; rather the estimated seismic induced movement may be used to judge the adequacy of the slope. Estimates of seismic induced displacements are necessarily approximate. The estimated 5 to 8 centimeters of mean displacement of the reservoir slopes are within acceptable limits suggested by the Implementation Guidelines to SP 117. A factor of safety of at least 1.5 is normally required for permanent static conditions.

Slope Condition Evaluated	Factor of Safety	Horizontal Ground Acceleration (g force)	Estimated Seismic Induced Displacement (cm)
Existing Alta Mesa Slope 600 feet high, 1.5:1 inclination			
Static Condition	1.25	0	0
1986 Palm Springs M 6.2 Earthquake	<1	0.60 ±	30 ±
Yield Acceleration, Ky		0.12	0
Design Basis Earthquake	<1	0.85	80 ±
Existing Alta Mesa Slope 1000 feet high, 1.5:1 inclination			
Static Condition	1.50	0	0
1986 Palm Springs M 6.2 Earthquake	< 1	0.60 ±	12 ±
Yield Acceleration, Ky		0.19	0
Design Basis Earthquake	< 1	0.85	30 ±

Section 3 CONCLUSIONS

The following is a summary of our conclusions and professional opinions based on the data obtained from a review of selected technical literature and the site evaluation. In our professional opinion from a geotechnical perspective, the site remains suitable for the proposed development provided the recommendations in this report are followed in the design and construction of this project.

Geological and Geotechnical Constraints and their Mitigation:

- The primary geologic hazard is severe ground shaking and resulting induced deformations from earthquakes originating on nearby faults. A major earthquake above magnitude 7 originating on the local segment of the San Andreas Fault zone would be the critical seismic event that may affect the site within the design life of the proposed development. Engineered design and earthquake-resistant construction can increase safety and allow development of the pumped storage hydroelectric facility.
- Displacements along faults or gravitational features are a possibility beneath the proposed upper reservoir embankment and penstock. Sufficient crest width and freeboard can allow for some fault displacement at the reservoir. The penstock should be designed to be ductile enough to resist axial strains and transverse differential displacements at faults.
- The proposed 2:1 cut and fill slopes and 3:1 outer embankment upper reservoir slopes are stable under static and seismic conditions.
- Based on the analyses and evaluations conducted to date, a possibility of seismic induced displacements could occur anywhere on Alta Mesa, but are probably quantifiable to a maximum of 5 feet per seismic event. To mitigate against possible fault displacement beneath the upper reservoir embankment, the reservoir freeboard should be at least 6 feet. The interior core of the embankment should be constructed with coarse gravelly to cobbly materials (crack stopper) as means to accommodate this potential movement without cracking. Based on DSOD guidelines, deformations of 0 to 5 feet are considered sustainable provided the deformation is not too large a percentage of the total dam height and do not seriously compromise freeboard.
- Earth Systems Southwest acknowledges the proposed reservoirs are within a matrix of highly active faults associated with the San Andreas fault zone and subjected to severe seismic ground motion and loading. Moreover, the upper reservoir site is susceptible to possible fault rupture and co-seismic ridgetop spreading. Nonetheless, the ground motion and possible seismic induced movement are quantifiable within a range of possible engineered solutions to mitigate the hazard to acceptably "safe" community standards. A pumped storage hydroelectric generating facility is in the interest of public policy for the citizens of the State of California and should be allowed to go forward.

Section 4 LIMITATIONS

Our findings and recommendations in this report are based on selected points of field exploration, laboratory testing, and our understanding of the proposed project. Furthermore, our findings and recommendations are based on the assumption that soil conditions do not vary significantly from those found at specific exploratory locations. Variations in soil or groundwater conditions could exist between and beyond the exploration points. The nature and extent of these variations may not become evident until construction. Variations in soil or groundwater may require additional studies, consultation, and possible revisions to our recommendations.

Findings of this report are valid as of the issued date of the report. However, changes in conditions of a property can occur with passage of time whether they are from natural processes or works of man on this or adjoining properties. In addition, changes in applicable standards occur whether they result from legislation or broadening of knowledge. Accordingly, findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of one year.

In the event that any changes in the nature, design, or location of structures are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report are modified or verified in writing.

This report is issued with the understanding that the owner, or the owner's representative, has the responsibility to bring the information and recommendations contained herein to the attention of the architect and engineers for the project so that they are incorporated into the plans and specifications for the project. The owner, or the owner's representative, also has the responsibility to take the necessary steps to see that the general contractor and all subcontractors follow such recommendations. It is further understood that the owner or the owner's representative is responsible for submittal of this report to the appropriate governing agencies.

As the Geotechnical Engineer of Record for this project, Earth Systems Southwest (ESSW) has striven to provide our services in accordance with generally accepted geotechnical engineering practices in this locality at this time. No warranty or guarantee is express or implied. This report was prepared for the exclusive use of the Client and the Client's authorized agents.

ESSW should be provided the opportunity for a general review of final design and specifications in order that earthwork and foundation recommendations may be properly interpreted and implemented in the design and specifications. If ESSW is not accorded the privilege of making this recommended review, we can assume no responsibility for misinterpretation of our recommendations.

-o0o-

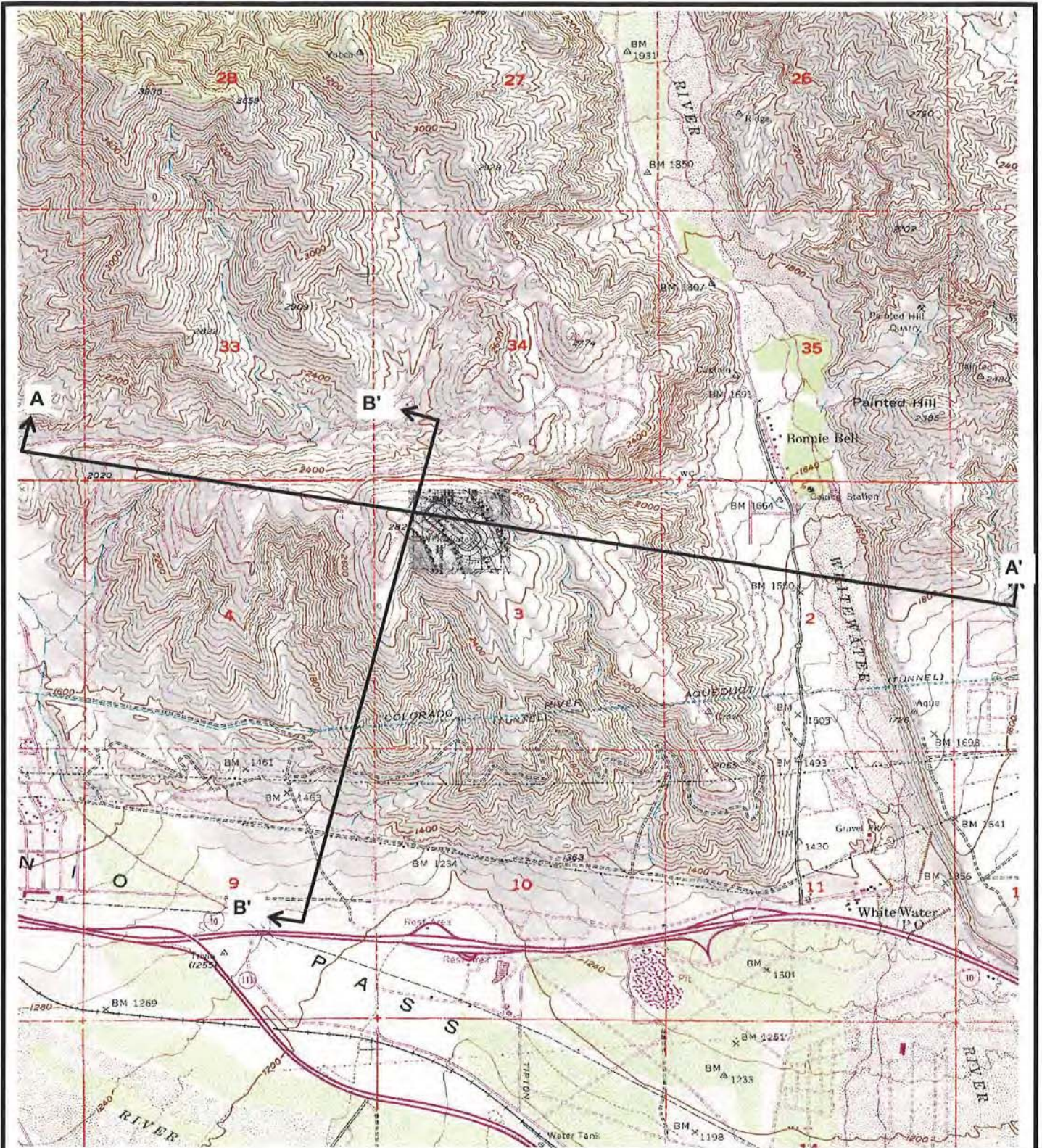
Appendices as cited are attached and complete this report.

SUPPLEMENTAL REFERENCES

- Babbitt, D.H. and Verigin, S.W., 1996, General Approach to Seismic Stability Analysis of Earth Embankment Dams, California Division of Safety of Dams.
- California Division of Mines and Geology, 1994, The San Geronio Pass, Banning and Related Faults, Fault Evaluation Report FER-235, dated September 27, 1994.
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- California Geologic Survey (CGS), 1997, Guidelines for Evaluating and Mitigating Seismic Hazards in California, Special Publication 117.
- Cao, T, Bryant, W.A., Rowhandel, B., Branum. D., and Wills, C., 2003, The Revised 2002 California Probabilistic Seismic Hazard Maps, California Geologic Survey (CGS), June 2003.
- Dibblee, T.W., 2004, Geologic Map of the Whitewater Quadrangle, Riverside County, California, Scale 1:24,000.
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- Frankel, A.D., et al., 2002, Documentation for the 2002 Update of the National Seismic Hazard Maps, USGS Open-File Report 02-420.
- International Code Council (ICC), 2002, California Building Code, 2001 Edition.
- International Code Council (ICC), 2003, International Building Code, 2003 Edition.
- Southern California Earthquake Center (SCEC), 2002, Recommended Procedures for Implementation of DMG Special Publication 117, Guidelines for Analyzing and Mitigating Landslide Hazards in California, University of Southern California.
- USGS National Strong Ground Motion Interactive Deaggregation Website, available at: <http://eqint.cr.usgs.gov/eq/html/deaggint2002.html>

APPENDIX

- Figure 1 – Site Location Map
- Figure 2 – Structural Geologic Cross Sections
- Figure 3 - 3D Views of Upper Reservoir at Alta Mesa
- Figure 4 – Seismic Hazard Deaggregation
- Figure 5 – Earthquake Spectra
- Figure 6 – Design Response Spectra
- Table 1 – Updated Fault Parameters
- Table 2 – Spectral Response Values



Scale 1 inch = 1/2 mile

Upper reservoir shown over topographic map base

Figure 1 - Site Location Map

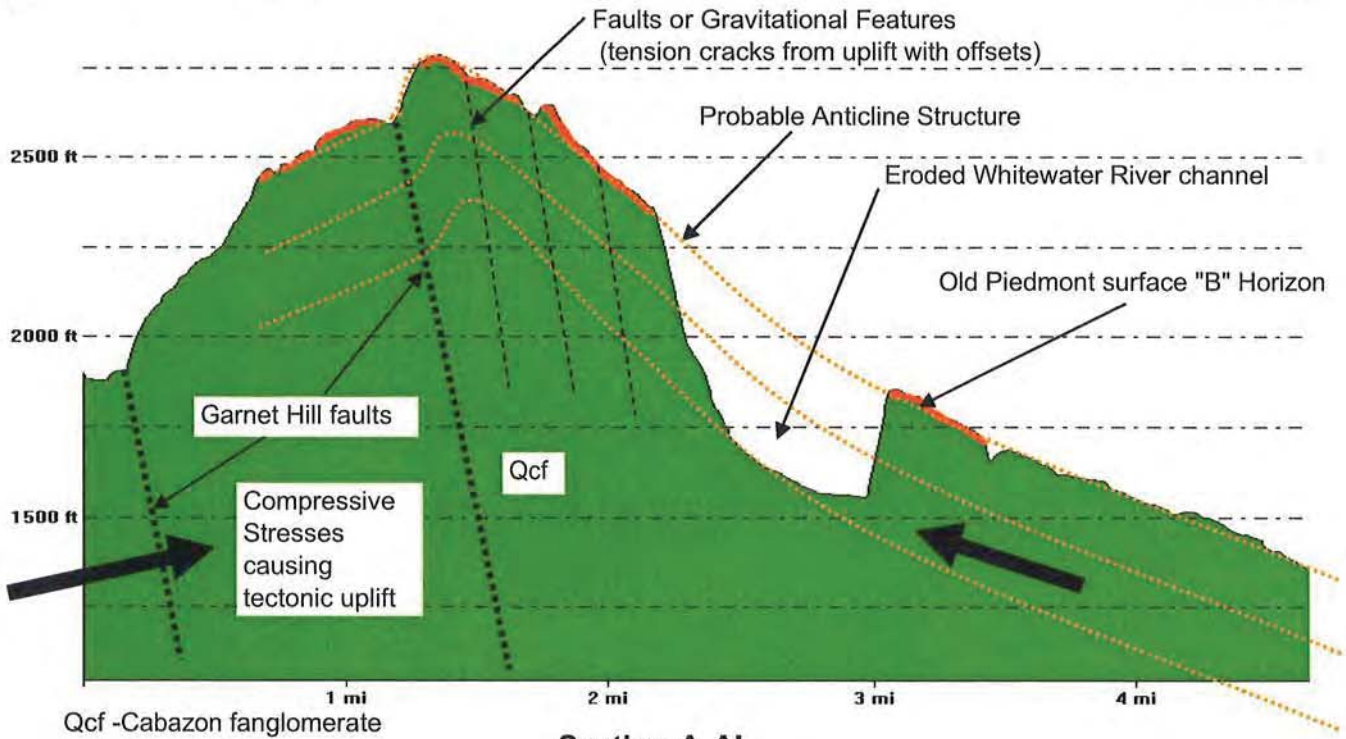
Alta Mesa
File No.: 07055-06



**Earth Systems
Southwest**

From Pos: 528843.90, 3756383.42

To Pos: 53724

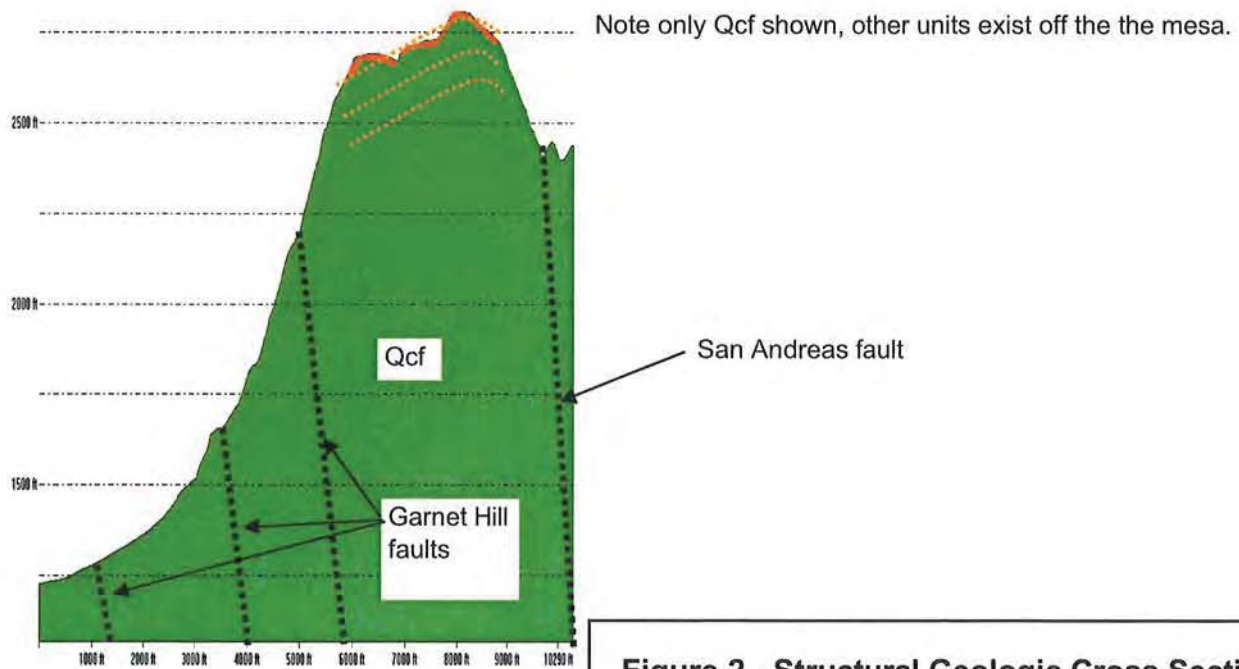


Section A-A'

From Pos: 531498.54, 3753418.28

To Pos: 531184.77, 3756526.85

4X vertical exaggeration



Section B-B'

Figure 2 - Structural Geologic Cross Sections

Alta Mesa
File No.: 07055-06



**Earth Systems
Southwest**

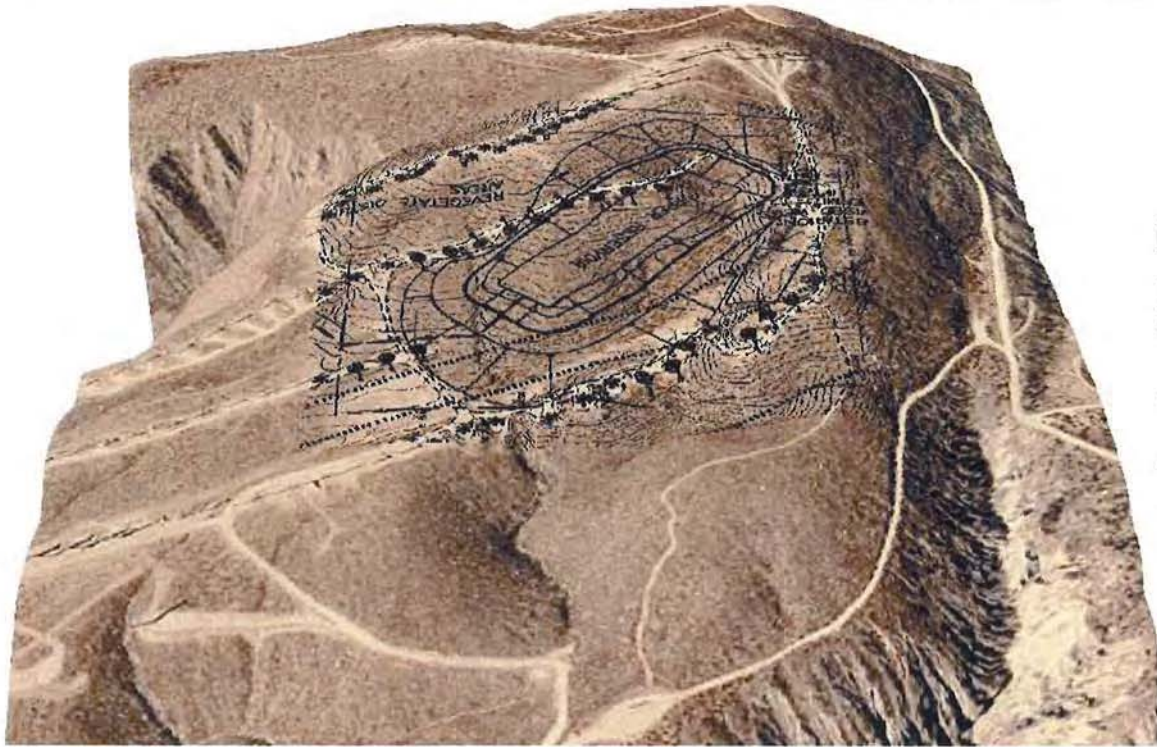
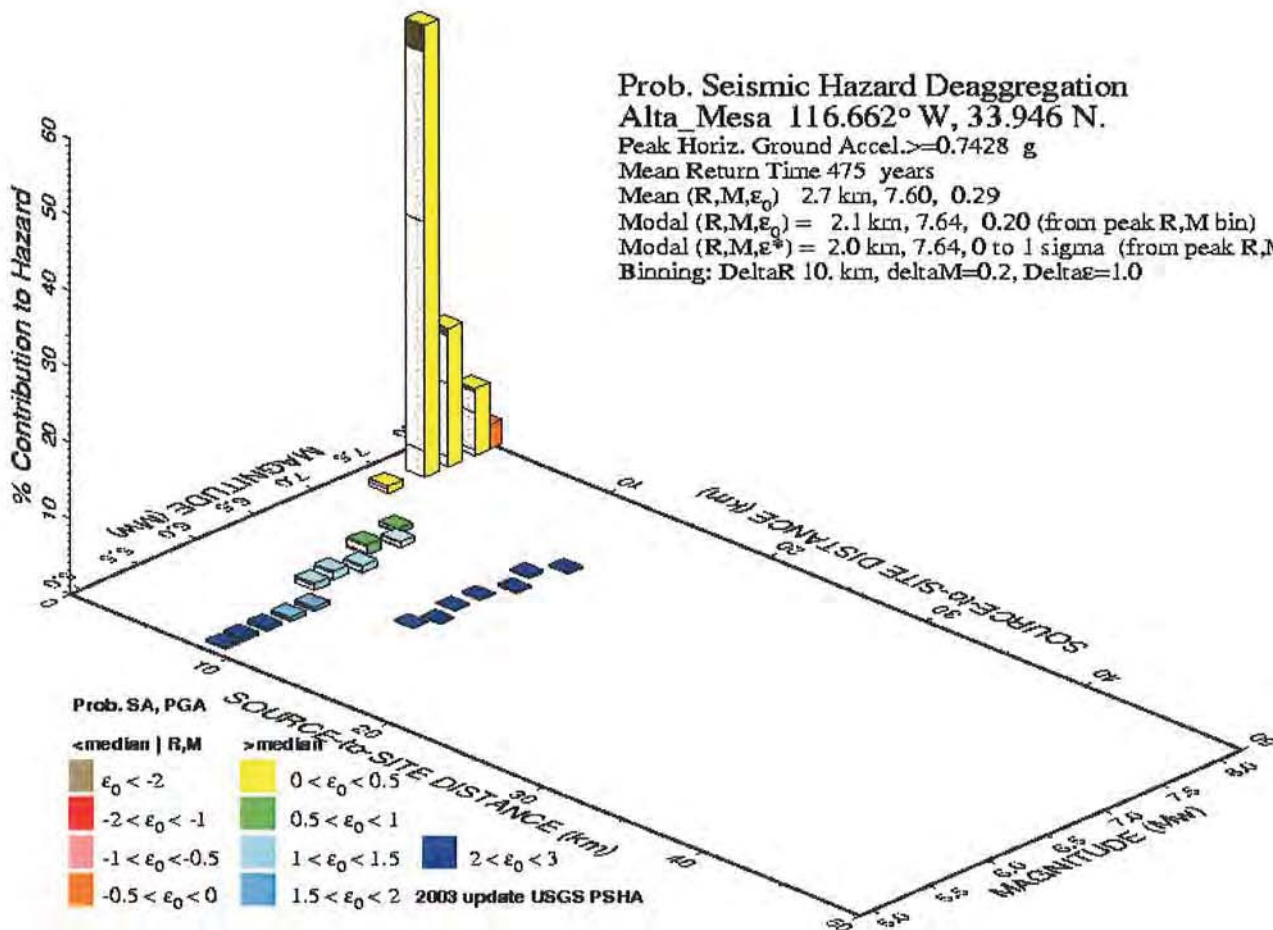


Figure 3 - 3D Views of the Upper Reservoir

Alta Mesa
File No.: 07055-06



Earth Systems
Southwest



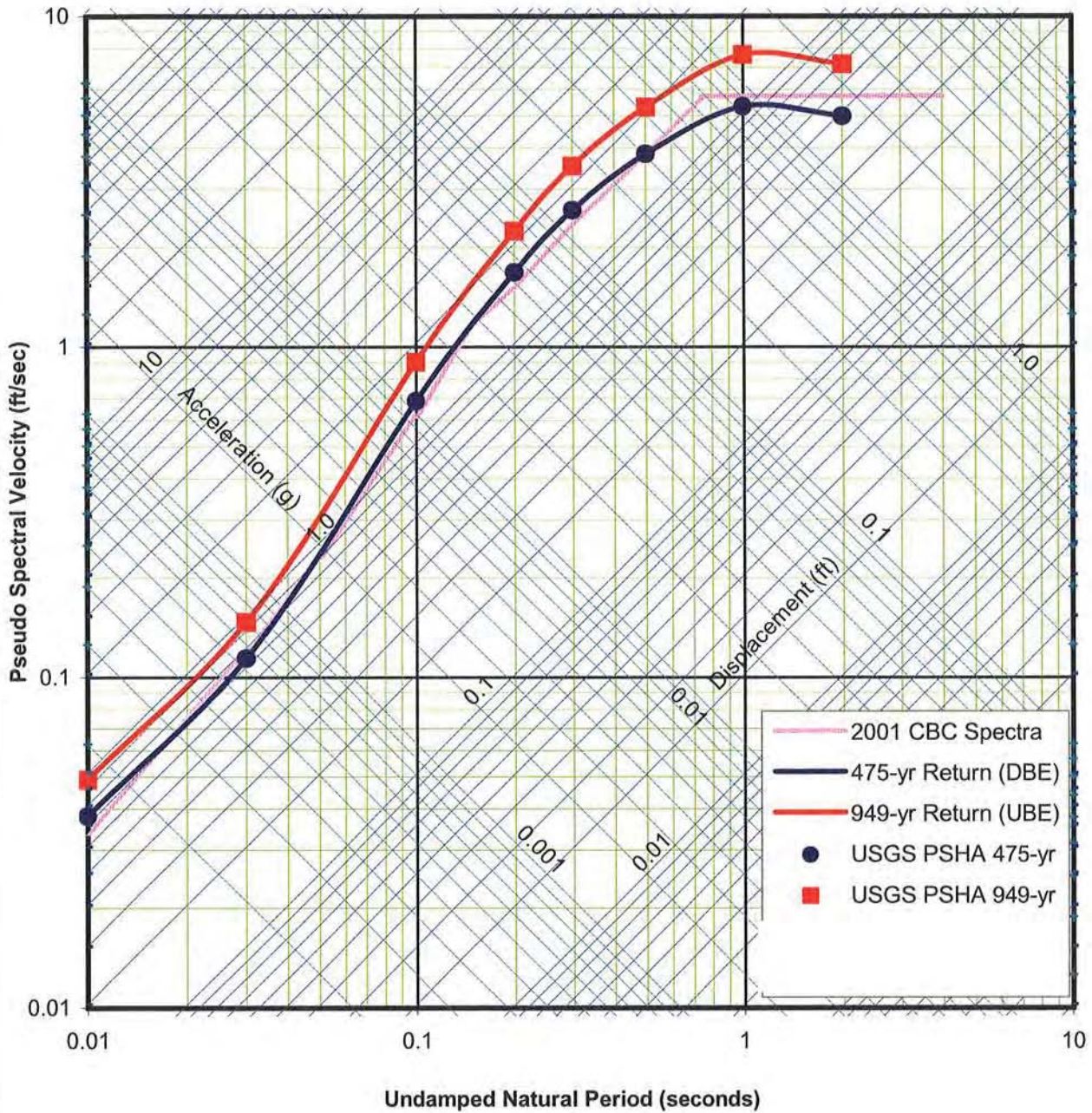
Distance (R), magnitude (M), epsilon (E) deaggregation for a site on ROCK avg Vs=760 m/s in p 30 m USGS CSHT PSHA2002v1 UPDATE: Bins with < 0.05% contrib. omitted

Figure 4 - Seismic Hazard Deaggregation

Alta Mesa
 File No.: 07055-06

**Earth Systems
 Southwest**

UNIFORM PROBABILITY EARTHQUAKE SPECTRA



Based on USGS National Strong Ground Motion Interactive Deaggregation Website using 2002 Parameters
 Attenuation relationship from:
 Average of Boore et al (1997), Sadigh (1997), Campbell & Borzognia (2003), and Abrahamson & Silva (1997)

Soil Profile Type, S_C
 Latitude: 33.9463
 Longitude: -116.6620

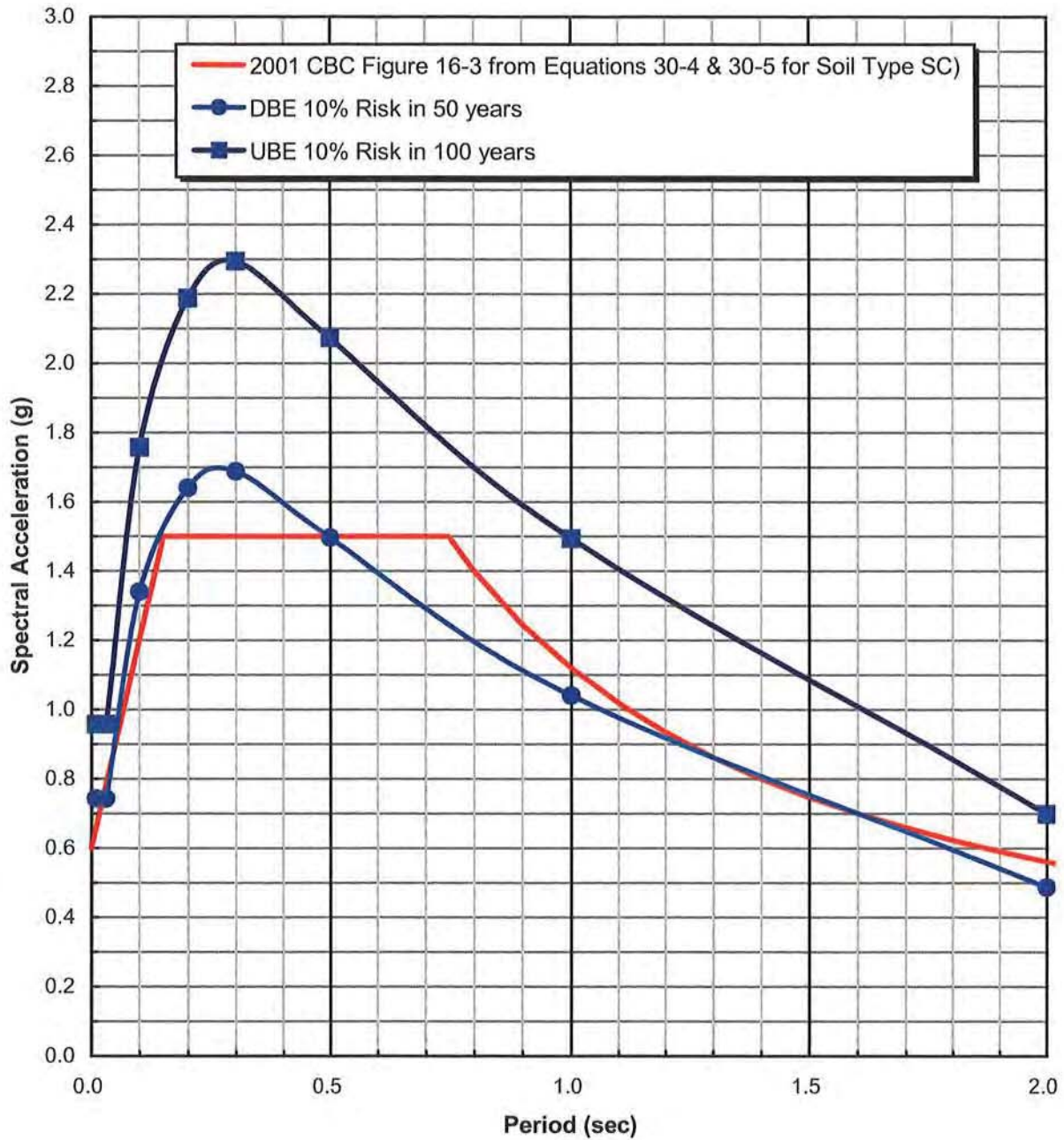
Figure 5 - Earthquake Spectra

Alta Mesa
 File No.: 07055-06



**Earth Systems
 Southwest**

DESIGN RESPONSE SPECTRA



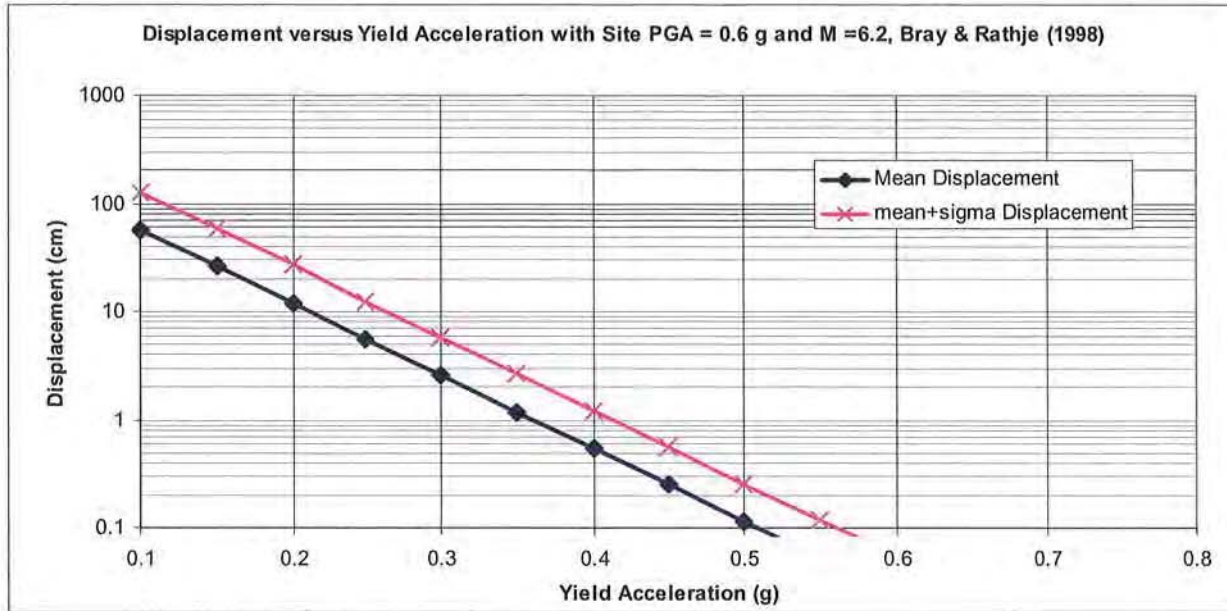
Attenuation relationship from:
 Average of Boore et al (1997), Sadigh (1997), Campbell & Borzognia (2003), and Abrahamson & Silva (1997)

Figure 6 - Design Response Spectra

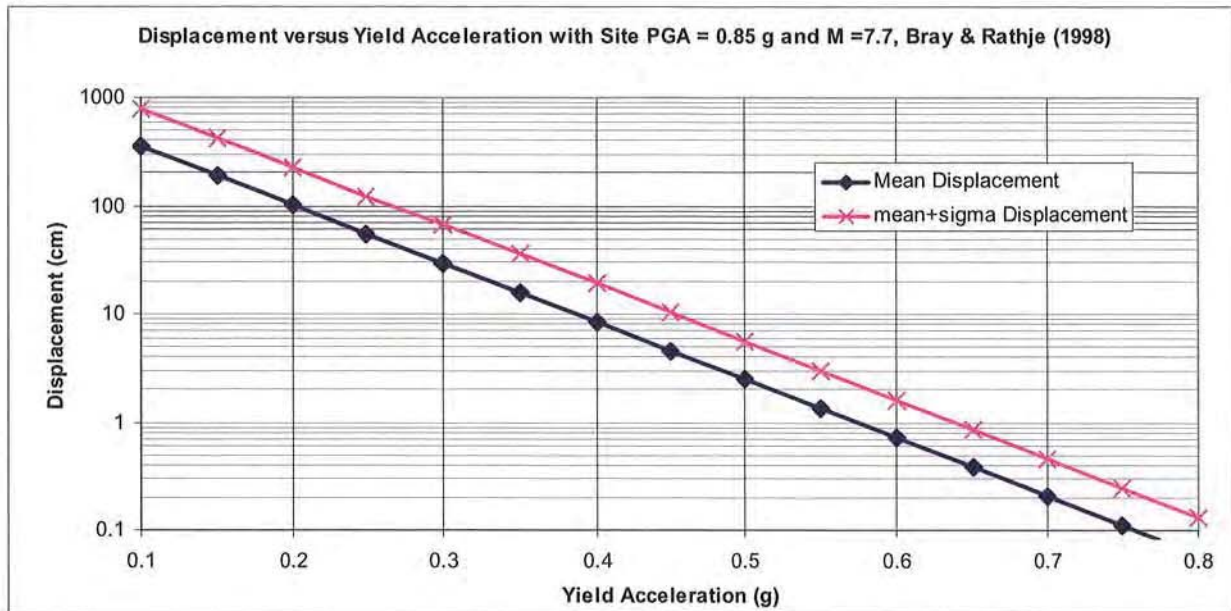
Alta Mesa
 File No.: 07055-06



**Earth Systems
 Southwest**



Slope Condition Evaluated	Factor of Safety	Horizontal Ground Acceleration (g force)	Estimated Seismic Induced Displacement (cm)
Upper Reservoir Cut Slope, 120 feet high, 2:1 inclination with 20-ft bench Static Condition Yield Acceleration, K_y Design Basis Earthquake	1.94 < 1	0 0.34 0.85	0 0 5 ±
Upper Reservoir Outer Embankment Fill Slope 90 feet high, 3:1 inclination Static Condition Yield Acceleration, K_y Design Basis Earthquake	2.64 < 1	0 0.44 0.85	0 0 1 ±
Upper Reservoir Embankment Fill/Cut Slope 53 feet high, 2:1 inclination, reservoir drained Static Condition Yield Acceleration, K_y Design Basis Earthquake	1.92 < 1	0 0.33 0.85	0 0 6 ±
Lower Reservoir Cut Slope, 120 feet high, 2:1 inclination Static Condition Yield Acceleration, K_y Design Basis Earthquake	1.87 < 1	0 0.30 0.85	0 0 8 ±



Based on DSOD documents (Babbitt and Verigin, 1996) deformations of 0 to 5 feet are considered sustainable provided the deformation is not too large a percentage of the total dam height and do not seriously compromise freeboard.

Table 1
Updated Fault Parameters
& Deterministic Estimates of Mean Peak Ground Acceleration (PGA)

Fault Name or Seismic Zone	Distance from Site		Fault Type		Maximum Magnitude	Avg Slip Rate	Avg Return Period	Fault Length	Mean Site PGA
	(mi)	(km)	(2)	(3)	(4)	(2)	(2)	(2)	(5)
San Andreas - Banning Branch	0.1	0.2	SS	A	7.2	10	220	98	0.54
San Andreas - Southern	0.1	0.2	SS	A	7.7	24	220	199	0.59
San Andreas - Mission Crk. Branch	5.3	8.6	SS	A	7.2	25	220	95	0.35
Morongo	5.7	9.2	SS	C	6.5	0.6	1170	23	0.26
Pinto Mountain	8.5	13.8	SS	B	7.2	2.5	499	74	0.27
San Jacinto (Hot Spgs - Buck Ridge)	15.9	25.6	SS	C	6.5	2	354	70	0.12
Burnt Mtn.	16.3	26.2	SS	B	6.5	0.6	5000	21	0.12
North Frontal Fault Zone (East)	17.9	28.8	RV	B	6.7	0.5	1727	27	0.15
Eureka Peak	18.8	30.2	SS	B	6.4	0.6	5000	19	0.10
San Jacinto-San Jacinto Valley	20.4	32.8	SS	B	6.9	12	83	43	0.12
Landers	20.5	33.0	SS	B	7.3	0.6	5000	83	0.14
San Jacinto-Anza	20.6	33.1	SS	A	7.2	12	250	91	0.13
Blue Cut	23.5	37.8	SS	C	6.8	1	760	30	0.10
North Frontal Fault Zone (West)	23.7	38.1	RV	B	7.2	1	1314	50	0.15
Lenwood-Lockhart-Old Woman Sprgs	28.2	45.4	SS	B	7.5	0.6	5000	145	0.12
Johnson Valley (Northern)	28.5	45.8	SS	B	6.7	0.6	5000	35	0.08
Emerson So. - Copper Mtn.	29.8	48.0	SS	B	7.0	0.6	5000	54	0.09
Helendale - S. Lockhardt	31.6	50.9	SS	B	7.3	0.6	5000	97	0.10
San Jacinto-San Bernardino	33.3	53.6	SS	B	6.7	12	100	36	0.07
San Jacinto-Coyote Creek	34.9	56.2	SS	B	6.8	4	175	41	0.07
Calico - Hidalgo	36.5	58.7	SS	B	7.3	0.6	5000	95	0.08
Cleghorn	38.7	62.4	SS	B	6.5	3	216	25	0.05
Pisgah-Bullion Mtn.-Mesquite Lk	38.8	62.4	SS	B	7.3	0.6	5000	89	0.08
Elsinore-Temecula	43.0	69.2	SS	B	6.8	5	240	43	0.05
Elsinore-Julian	44.2	71.1	SS	A	7.1	5	340	76	0.06
Elsinore-Glen Ivy	44.6	71.7	SS	B	6.8	5	340	36	0.05
Cucamonga	47.1	75.9	RV	A	6.9	5	650	28	0.07
Chino-Central Ave. (Elsinore)	52.6	84.6	RV	B	6.7	1	882	28	0.05
Earthquake Valley	53.0	85.3	SS	B	6.5	2	351	20	0.04
San Andreas - Mojave	55.6	89.5	SS	A	7.4	30	550	103	0.06
San Andreas - 1857 Rupture	55.6	89.5	SS	A	7.8	34	206	312	0.08
Whittier	56.2	90.5	RV	B	6.8	2.5	641	38	0.05
San Jacinto - Borrego	58.1	93.5	SS	B	6.6	4	175	29	0.03
San Jose	60.0	96.5	RV	B	6.4	0.5	1471	20	0.04

Notes:

- Jennings (1994) and California Geologic Survey (CGS) (2003)
- CGS (2003), SS = Strike-Slip, RV = Reverse, DS = Dip Slip (normal), BT = Blind Thrust
- 2001 CBC, where Type A faults: $M_{max} > 7$ & slip rate > 5 mm/yr & Type C faults: $M_{max} < 6.5$ & slip rate < 2 mm/yr
- CGS (2003)
- The estimates of the mean Site PGA are based on the following attenuation relationships:
Average of: (1) 1997 Boore, Joyner & Fumal; (2) 1997 Sadigh et al; (3) 1997 Campbell, (4) 1997 Abrahamson & Silva
(mean plus sigma values are about 1.5 to 1.6 times higher)
Based on Site Coordinates: 33.946 N Latitude, 116.662 W Longitude and Site Soil Type C

Table 2 - Spectral Response Values

For 5% Viscous Damping Ratio

Natural Period T (seconds)	Spectral Acceleration (Sa) in g's		
	2002 USGS PSHA*		Uniform Building Code
	DBE 475-yr	UBE 949-yr	Equations 30-4 & 30-5
0 (PGA)	0.74	0.96	0.60
0.10	1.34	1.76	1.20
0.20	1.64	2.19	1.50
0.30	1.69	2.29	1.50
0.50	1.50	2.07	1.50
1.00	1.04	1.49	1.12
2.00	0.49	0.70	0.56

* From USGS Strong Motion Mapping Program adjusted for site conditions

DBE = Design Basis Earthquake, UBE = Upper Bound Earthquake

Spectral Amplification Factor for different viscous damping, D (%):

1.517-0.321*Ln(D) for 0.1 < T < 0.4 seconds

1.400-0.248*Ln(D) for 0.3 < T < 2.0 seconds

After Idriss (1993)

$$1 \text{ g} = 980.6 \text{ cm/sec}^2 = 32.2 \text{ ft/sec}^2$$

$$\text{PSV (ft/sec)} = 32.2(\text{Sa})T/(2\pi)$$

Attenuation relationship from:

Average of Boore et al (1997), Sadigh (1997), Campbell & Borzognia (2003), and Abrahamson & Silva (1997)



Earth Systems

Southwest

79-811B Country Club Drive
Bermuda Dunes, CA 92203
(760) 345-1588
(800) 924-7015
FAX (760) 345-7315

October 24, 2005

File No.: 07055-06

05-10-804

California Department of Water Resources
1416 Ninth Street, P.O. Box 942836
Sacramento, California 94236-001

Attention: Mr. Christopher Dorsey

Project: **Proposed Alta Mesa Pumped Storage Hydroelectric Project**
Riverside County, California

Subject: **Supplement to Geological and Geotechnical Engineering Report**

Dear Mr. Dorsey:

At our client's request, we are presenting this supplement to the Geological and Geotechnical Engineering Report (original date December 26, 2001) prepared for the proposed pumped storage hydroelectric project located at Alta Mesa in Riverside County, California. This supplement presents our updated findings and recommendations for design and construction. In our professional opinion, the site remains suitable for the proposed development provided the recommendations in this report are followed in design and construction.

Earth Systems Southwest acknowledges the proposed reservoirs are within a matrix of highly active faults associated with the San Andreas fault zone and subjected to severe seismic ground motion, possible fault rupture, and co-seismic ridgetop spreading. Nonetheless, the ground motion and possible seismic induced movement are quantifiable within a range of possible engineered solutions to mitigate the hazard to acceptably "safe" community standards. A pumped storage hydroelectric generating facility is in the interest of public policy for the citizens of the State of California and should be allowed to go forward.

After your review of this supplement, I would welcome an opportunity to schedule a meeting with you directly at Sacramento to discuss this project.

Please contact our office if there are any questions or comments concerning this report or its recommendations.

Respectfully submitted,

EARTH SYSTEMS SOUTHWEST

Shelton L. Stringer
Shelton L. Stringer

Vice President/Associate Geotechnical Engineer & Geologist
GE 2266, PG 7977

**THIS DOCUMENT WAS ISSUED PREVIOUSLY AND
MAY NOT REFLECT CURRENT SITE CONDITIONS
AND/OR STANDARDS OF GEOTECHNICAL PRACTICE.
THE CONTENT OF THE DOCUMENT SHOULD NOT BE
USED OR RELIED UPON WITHOUT A REVIEW BY
QUALIFIED PROFESSIONALS.**

SER/sls/ajf

Init  Date 2/14/18

Distribution: 1/Tenderland Power Company, Inc.
1/California Department of Water Resources
1/RC File, 2/BD File

EARTH SYSTEMS SOUTHWEST



October 30, 2007

File No.: 07055-06
07-10-797

TenderLand Power Company, Inc.
1411 Fourth Avenue, Suite 820
Seattle, Washington 98101

Attention: Mr. Mark Jones

Subject: **Revised Site Plan Review; 1:1 Cut Slope Stabilization**

Project: **WECS 71**
Alta Mesa Project – Phase IV
Whitewater area of Riverside County, California

- References:
1. Earth Systems Consultants Southwest, Engineering Geology and Geotechnical Engineering Report, Report No.: 99-02-710, dated March 2, 1999.
 2. Earth Systems Consultants Southwest, Supplement to Engineering Geology and Geotechnical Engineering Report, Report No.: 99-04-733, dated April 19, 1999.
 3. Patrick and Henderson, Inc., Site Plans for Revised WECS 71, Sheets 1 to 10, last revision dated October 3, 2007.
 4. Earth Systems Southwest, Revised Update and Substantial Conformance to Engineering Geology and Geotechnical Engineering Report and Supplement with Revised Site Plan Review, WECS 71, Alta Mesa Project – Phase IV, Whitewater area of Riverside County, California, File No.: 07055-07, Document No.: 05-07-818R, dated August 24, 2005.

JOB #
S/B 07055-08
SEE JIM &
WORK ORDER

As requested, we have reviewed the proposed cut slope into the hillside at the end of Row C for turbines C-4A, C-5A, C-6A, and C-7A as shown on the revised Sheet 7 of 10 of the site grading plan of Reference No. 3. Proposed 1:1 (horizontal:vertical), 100% cut slopes that are about 50 to 60 feet high are shown to provide an access road across very steep hillside at about 1.5:1 natural slopes. As discussed in References 2 and 4 in detail, we consider the natural slopes at about 1.5:1 (H:V) to be only marginally stable. Certainly, 1:1 cut slopes at these heights are unstable and will require special stabilization as previously discussed in Reference 2. This letter provides an updated discussion and options for slope stabilization for the section of access roadway.

Special Treatment Options and Recommendations:

Four special treatment options have been evaluated and are potentially economically viable. They are as follows:

1. Stabilization with geogrid reinforcement.
2. Stabilization with soil-cement.
3. Stabilization with soil nailing.
4. Stabilization by use of soldiers pile and lagging system.

The distinct advantages and disadvantages with specific design criteria are discussed below. The choice depends on a cost analysis and other factors such as aesthetics.

Geogrid Reinforcement: Mechanically stabilized earth (MSE) using geogrids will allow slopes cut or fill to be constructed at a 1:1 inclination. MSE will require back cutting a level or gently inward sloping bench 10 feet wide at the toe of the cut. This will require additional temporary over-steepened backslope of 1:1 into the hillside to allow the construction of a 10-foot wide reinforced earth slope face. As the reinforced earth is filled, the slope face should be cut into a series of nearly level benches no more than 3 feet high as the filling proceeds. This backslope has a high potential for raveling during construction and may require netting or other means to protect personnel or equipment working near the toe of the slope. Geogrid reinforcement should be placed according to the manufacturer's engineering guidelines. Their technical support personnel should be consulted prior to design and construction. One well-known manufacturer is the Tensar Corporation with the local supplier being Contech Construction Products of San Bernardino.

Soil-Cement Stabilization: Soil-cement may also be used to provide stability and allow construction of 1:1 slopes. Construction of the soil-cement fill or cut slope faces should proceed similar to the geogrid-reinforced earth with respect to a toe bench, over-cutting, and benching. According to the gradation analyses we conducted for the Alta Mesa site soils and the guidelines of the Portland Cement Association, 5% by weight of Portland Cement is required to stabilize the soil to achieve 7-day unconfined compressive strengths greater than 200 psi. Construction of soil cement fill or cut slope facing will require watering, spreading, discing and compaction. Compaction of the soil-cement should be at 95% of ASTM D588 maximum density. The outer 1-foot of slope face is expected to be loosely compacted in that equipment should not be permitted at the edge of the slope.

Soil Nailing Stabilization

Soil nailing is generally considered feasible in granular soils as exist at the site. However, cobbles and boulders within the soil matrix may impose difficulties in placing the nails. The lack of cohesive soil binder may also present difficulties in achieving the needed shear strength. We recommend that specialty contractors with extensive experience in soil nailing be consulted. The feasibility will depend on their advice, experience, and whether a design is economical and practical to construct. The advantage is that it allows top down construction rather than bottom up construction of the options above requiring a high over-steepened slope.

The fundamental concept of soil nailing consists of reinforcing the ground by passive inclusions (nails), closely spaced, to create in-situ, coherent gravity structure and thereby increase the overall shear strength of the in-situ soil and restrain its displacements. The basic design consists of transferring the resisting tensile forces generated in the inclusions into the ground through the friction mobilized at the interfaces.

The soil-nailed structure consists of the in-situ ground, tension-resisting nails, and facing or the structural retaining element. The nails used in soil-nailing retaining structures are generally steel bars that can resist tensile stresses, shear stresses, and bending moments. They are generally either placed in drilled boreholes and grouted along their total length or driven into the ground.

The facing of the soil-nailed structure is not a major structural load-carrying element but rather provides local stability of the soil between reinforcement layers and protects the ground from

surface erosions and weathering effects. It generally consists of a thin layer of reinforced shotcrete (4- to 6-in thick), constructed incrementally from the top down.

The typical construction process of soil nailing includes at each excavation depth a sequence of:

1. Bench cut to the specified depth of each nailing layer
2. Shotcrete or panels on the exposed facing;
3. Nail installation.

In soil nailing, the load transfer mechanism and the ultimate pullout resistance of the nails depend primarily upon soil type and strength characteristics, installation technique, drilling method, size, and shape of the drilled hole, as well as grouting method and pressure used. To date, estimates of the pullout resistance of nails are mainly based upon empirical formulae (or ultimate interface shear stress values) derived from field experience.

The main engineering concern in the design of these retaining systems is to verify that ground-inclusion interaction is effectively mobilized to restrain ground displacements and can secure the structure stability with appropriate factor of safety. The design soil properties below may be used for analysis.

Soldier Pile and Lagging System: The final option we feel merits consideration, but will require a change in the current site grading plan, is a soldier pile and lagging earth retention system to construct fills or retain cuts. Such a system involves the least amount of earthwork in that there would be a vertical cut/fill face with no over-excavation required. Soldier piles would be installed using an all-terrain drill rig to auger boreholes into the ground along the cut or edge of fill face at regularly spaced intervals of about 8 feet. Steel "H" piles would be set into boreholes and grouted with two-sack, sand-cement slurry to excavated grade level for cuts or natural grade for fills. As cutting or filling proceeds wood plank lagging would be set between the soldier piles. The final earth retention system would remain cantilevered. In that deflections behind the wall are not critical, some tilt can be tolerated. The steel "H" piles and lagging will require design so to have both internal structural and geotechnical stability using the lateral earth pressures given below. Some tension cracks may develop in the roadway fill. Such cracks are likely to be "self-healing" with traffic on the granular roadway.

Soldier pile capacities are designed using 3 times the passive earth pressure against the width of the pile, "b" from a depth of "b", to a depth of embedment. Preliminary estimates of embedment are about $\frac{2}{3}$ the height of retained soils for roadway cuts to 100% of the height of retained fill for 1.5:1 descending forward slope. A minimum factor of safety of 1.5 should be applied.

Design Earth Pressures: The following lateral earth pressures may be used in design, taken as equivalent fluid pressures.

Active earth pressures:	27 pcf – level ground
	38 pcf – 2:1 backslope
	47 pcf – 1.5:1 backslope
Passive earth pressures:	480 pcf – level ground
	180 pcf – 2:1 front slope
	120 pcf – 1.5:1 front slope

These values are based on the following soil properties for design purposes:

Soil Friction Angle:	ϕ	38 degrees
Soil Unit Total Weight:	γ	120 pcf
Active Earth Pressure Coefficient:	Ka	0.24
Dynamic Seismic Psuedostatic Coefficient:	k	0.3

Closing

This report is issued with the understanding that the owner or the owner's representative has the responsibility to bring the information and recommendations contained herein to the attention of the architect and engineers for the project so that they are incorporated into the plans and specifications for the project. The owner or the owner's representative also has the responsibility to take the necessary steps to see that the general contractor and all subcontractors follow such recommendations. It is further understood that the owner or the owner's representative is responsible for submittal of this report to the appropriate governing agencies.

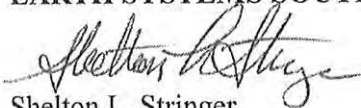
As the Geotechnical Engineer of Record for this project, Earth Systems Southwest (ESSW) has striven to provide our services in accordance with generally accepted geotechnical engineering practices in this locality at this time. No warranty or guarantee is express or implied. This report was prepared for the exclusive use of the Client and the Client's authorized agents.

ESSW should be provided the opportunity for a general review of final design and specifications in order that earthwork and foundation recommendations may be properly interpreted and implemented in the design and specifications. If ESSW is not accorded the privilege of making this recommended review, we can assume no responsibility for misinterpretation of our recommendations.

This report is based on the assumption that an adequate program of client consultation, construction monitoring, and testing will be performed during the final design and construction phases to check compliance with these recommendations. Maintaining ESSW as the geotechnical consultant from beginning to end of the project will provide continuity of services. *The geotechnical engineering firm providing tests and observations shall assume the responsibility of Geotechnical Engineer of Record.*

Should you have any questions concerning our report, please give us a call and we will be pleased to assist you.

Sincerely,
EARTH SYSTEMS SOUTHWEST



Shelton L. Stringer
GE 2266, EG 2417

SER/sls/ajf

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Init ES Date 2/14/18

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March 2, 1999

File No. SS-7055-PI
99-02-710

Mark Technologies Corporation
1 Sansome Street, Suite 1900
San Francisco, California 94104

Attention: Mr. Mark Jones

Project: **Proposed Wind Machines**
Alta Mesa Project - Phase IV
Whitewater Area of Riverside County, California

Subject: **Engineering Geology and Geotechnical Engineering Report**


Presented herewith is our engineering geology and geotechnical engineering report for the proposed Phase IV wind turbines to be located on Alta Mesa in the Whitewater area of Riverside County, California.


This report addresses potential geological constraints on the proposed project, as well as providing geotechnical recommendations for general site development and foundation design. This report was prepared to stand as a whole, and no part of the report should be excerpted or used to the exclusion of any other part.

This report completes our scope of services outlined in our proposal dated September 29, 1998. Other services which may be required, such as plan reviews, meetings and construction related geotechnical services are additional services and would be billed according to the Fee Schedule in effect at the time services are provided.

Please contact the undersigned if there are any questions concerning this report or the recommendations included herein.

Respectfully submitted,
EARTH SYSTEMS CONSULTANTS
Southwest


David Goodrich, CEG 1932
Senior Engineering Geologist


Shelton L. Stringer, GE 2266

SER/pc

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Init.  Date 2/14/18

MARK TECHNOLOGIES CORPORATION
1 SANSOME STREET, SUITE 1900
SAN FRANCISCO, CALIFORNIA 94104

ENGINEERING GEOLOGY AND
GEOTECHNICAL ENGINEERING REPORT
PROPOSED WIND MACHINES
ALTA MESA PROJECT - PHASE IV
WHITEWATER AREA
RIVERSIDE COUNTY, CALIFORNIA

File No. SS-7055-P1
99-02-710

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APPENDIX A

Site and Vicinity Map
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APPENDIX B

Summary of Test Results
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PART 1 - INTRODUCTION

Report Organization

This report consists of three major sections. Part 1 is this introductory section presenting general information regarding the site and the proposed development. Part 2 is an engineering geology study to evaluate potential geologic constraints on development of the proposed wind turbines. Part 3 is a geotechnical engineering investigation that presents our findings, conclusions and recommendations regarding soils engineering parameters, grading, and foundation design.

Site Description

The site is located within Section 3 of T.3S., R.3E., S.B.B.M. in the Whitewater area of Riverside County, California. The currently proposed (Phase IV) wind turbines are to be constructed along three ridgelines in the southern half of Section 3. The topography in this area consists of steep sided ridges and canyons that extend generally southward from Alta Mesa, a flat-topped hill located at the base of the San Bernardino Mountains, immediately to the west of the Whitewater River Canyon (Figure 1).

Slopes lengthwise along the ridgelines where towers are proposed generally range between 10% to 25% grade. Natural slopes descending from ridgelines into adjacent canyons are about at 65% to 70% grade (1.5:1 to 1.4:1). This inclination apparently represents the natural angle of repose for these materials. Generally, the near surface soils are more resistant to erosion than underlying soils because of soil development and caliche cementation. As a result, the uppermost approximately 10 feet of some slopes are oversteepened to near vertical as a result of erosion of underlying materials.

Proposed Development

A total of 49 wind turbines are currently proposed as a part of the Phase IV construction. This phase of construction will consist of extending three existing rows of turbines down three ridgelines towards the south. Twenty-one turbines will be added to Row A, 19 will be added to Row C and 9 will be added to Row E. The approximate locations of the proposed turbines are shown on Figure 2.

The site plan indicates that the towers will be constructed of tubular steel. They will be approximately 135 feet in height to the hub and will have a rotor diameter of approximately 130 feet. We understand that the proposed turbines will be Vestas V-39 or equivalent 600Kw turbines.

Based on conversations with the project engineer, we understand that each tower will be supported on a single, large diameter caisson (approximately 12 foot diameter). Also based on these conversations, we understand that the preferred construction method includes excavation of an approximately 15 feet by 15 feet excavation to the design depth using a track mounted excavator. A corrugated 12-foot diameter metal pipe would be placed vertically within the excavation. Coupled with, and inside of the 12-foot diameter metal pipe, would be a corrugated 8-foot diameter metal pipe. These two pipes will be connected by a series of steel tie rods. The annular space between the pipes will be filled with concrete and are to be post-tensioned. The interior of the 8-foot diameter metal pipe would be filled with a low shrink lean concrete mixture. All details of the foundation construction are to be determined by the structural engineer. Details regarding anticipated loading is presented in the Structures section within Part 3.

PART 2 - ENGINEERING GEOLOGY

Purpose and Scope of Work

This report section presents our findings and conclusions regarding the potential geologic constraints on the development of the proposed wind turbines. The potential geologic hazards evaluated include; faulting, landsliding, ridgetop spreading, groundshaking and relevant secondary seismic hazards. The scope of work performed was presented in our proposal dated September 29, 1998, and consisted of the following tasks:

- Research, review, and evaluation of data from relevant geotechnical reports and maps.
- Examination and interpretation of stereo aerial photographs of the area.
- Geological site reconnaissance.
- Geologic mapping of the subject property based on our site reconnaissance, review of aerial photographs and maps.
- Construction of a site geologic map and geologic cross-sections based on the above data.
- Analysis of the data and preparation of a written report (in combination with the Soils Engineering Report) presenting our findings and conclusions related to the following:
 - Site geology
 - Faulting
 - Ground shaking.
 - Slope stability (under seismic and static conditions)
 - Relevant secondary seismic hazards

No subsurface investigation of fault features was proposed nor performed within the current scope of work.

SUMMARY OF FINDINGS

A. Regional Geologic Setting

The site is located at the extreme eastern end of the San Gorgonio Pass. This pass forms the boundary between the Transverse Ranges geomorphic province to the north, and the Peninsular Ranges province to the south. The Transverse ranges are characterized by east-west trending mountain ranges which include the San Bernardino Mountains, located to the north of the site. The Peninsular ranges are characterized by northwest to southeast trending mountain ranges and valleys. The San Jacinto Mountains to the south of the site are part of the Peninsular Ranges province. The Coachella Valley is located immediately to the east of the site. The Coachella Valley is part of the tectonically active Salton Trough, which is an internally draining basin that extends from the San Gorgonio Pass southeast to the Colorado River delta near the Mexican border. The Coachella Valley contains a thick sequence of Miocene to Holocene age sedimentary rocks.

The San Bernardino Mountains north of the site are underlain by the Precambrian-aged Chuckwalla Complex. This complex of igneous and metamorphic rocks consist of dark colored strongly foliated quartz-biotite gneiss and biotite schist that has been intruded by light colored slightly foliated granitic rocks (Rogers, 1965).

The San Andreas Fault zone is the most significant potential seismic source in the site vicinity. In the eastern San Gorgonio Pass and the upper portion of the Coachella Valley, the San Andreas Fault zone is comprised of the Garnet Hill, the Banning, and the Mission Creek faults. The Banning fault is located along the northern boundary of Section 3, and is therefore located

approximately 2,000 feet from the closest proposed Phase IV turbine. The Mission Creek fault is located approximately 6 miles to the northeast of the site. The Garnet Hill fault is the least well understood of these faults. It is located along the base of Alta Mesa, just south of the site. Both the Banning and the Garnet Hill Faults are included within Alquist-Priolo Earthquake Fault Zones (A-P Zones). In addition, a suspected fault trace that connects the Banning and Garnet Hills fault near the western boundary of Section 3 and crossing the southwest corner of Section 3 is also included in an A-P Zone. This suspected fault crosses the ridgeline where Phase IV turbines along Row "A" are proposed (Figure 2). Geologic evaluation of fault rupture hazard is mandated by the state for developments intended for human habitation proposed within these zones. Because habitable structures are not planned, the currently proposed development does not fall under the provisions of the Alquist-Priolo Earthquake Fault Zone Act. However, zoning of these faults indicates that they meet the California Division of Mines and Geology (CDMG) standard for zoning of being "sufficiently active and well defined." Additional discussion of CDMG reports related to the zoning of these faults is provided below.

B. Local Geologic Setting

The proposed turbines will be located on a series of ridges that are underlain by the Pleistocene-aged Cabazon Conglomerate. This formation consists of semi-consolidated, poorly-bedded, poorly-sorted, pebbly to bouldery conglomerate. These deposits are alluvial in origin (deposited by flowing water) and have been uplifted by tectonic forces related to movements along the San Andreas Fault. The rugged topography at the site is primarily the result of the dissection of these deposits by erosion along currently active stream channels.

C. Previous Geologic Work

Several geologic reports have been prepared that are significant in terms of the currently proposed development at the site. These reports include two geotechnical consultants reports for previous phases of wind turbine development at the site and a Fault Evaluation Report prepared by the California Division of Mines and Geology. These reports are discussed in chronological order, as follows.

1. Leighton and Associates, 1983

Although this report was titled "Geotechnical Investigation, Alta Mesa, Section 3..." it was essentially a geological report because it contained no geotechnical engineering investigation or recommendations. It included review of aerial photographs and trenching to evaluate suspected fault features. It identified several faults and projected these faults across the site based on the data collected from their trenches. In addition to the faults identified in trenches, Leighton identified two suspected fault features based on aerial photograph review that were not confirmed by trenching. The faults identified by Leighton are shown by Mark Technologies Corporation on their Site Map, which was used as the base map for our Geologic Map, Figure 2. Only one of the fault traces positively identified in trenches by Leighton appears to potentially impact proposed Phase IV turbines. This fault trends south-southeast and appears to cross "A" row near the proposed turbines A-14 and A-15. This fault, as well as the two suspected faults that Leighton identified, correspond to photo-lineations identified during our aerial photograph review, discussed later in this report.

Leighton concluded that there was no evidence that any of the faults within the site have been active during Holocene time (fault movement within the past 11,000 years). Nevertheless, Leighton recommended a minimum structural setback of 10 to 20 feet from identified fault traces. The base map used by Leighton and Associates was an enlargement of the large scale (1"=2,000') USGS quadrangle map and fault features were not surveyed. Therefore, precise location on the ground of features identified by Leighton is not possible at this time.

Based on field mapping and trenching, Leighton also concluded "No landslides or debris flows affecting Section 3 were observed. Localized areas of minor surficial raveling and talus accumulation are present along steeper slopes, but should not affect development."

2. California Division of Mines and Geology (CDMG) Fault Evaluation Report 235 and Supplement.

The Alquist-Priolo Earthquake Fault Zone Act mandates that the State Geologist identify faults that are "sufficiently active" so as to pose a ground rupture hazard, and "well defined" so that they may be zoned. Pursuant to this mandate, the CDMG occasionally re-evaluates faults, and presents the results in Fault Evaluation Reports. These reports may contain recommendations to the State Geologist for modification or deletion of existing A-P Zones, or the addition of new zones. These recommendations are based primarily on CDMG geologist's review of aerial photographs and recent geologic studies, but occasionally include field verification.

Fault Evaluation Report 235 (FER-235), was prepared in September of 1994. It evaluated the San Geronio Pass, Banning and related faults, including suspected faults on Alta Mesa. FER-235 concluded that the westerly scarps (in the vicinity of Row "A") are either landslides or extensional faults, possibly enhanced by ridgetop spreading. The report suggests that the remaining scarps on Alta Mesa are principally gravitational (landslide) features. The fundamental conclusion of this report is that "although there are young ground displacements these are probably related to seismic shaking. There is no evidence that the inferred faults across Alta Mesa are active." Based on this conclusion, FER-235 recommended that "Current Earthquake Fault Zones on the top of Alta Mesa (other than those for the Banning Fault) should be deleted." This report also recommended that the notation "Seismically Induced Landsliding and Ridgetop Spreading are Likely in This Area" be placed on the A-P Map on Alta Mesa.

Based on those recommendations, a Preliminary Earthquake Fault Zone Map was prepared and released for peer and public review. A supplement to this report (FER-235 supplement) was published in May of 1995 based on the comments received from several agencies and institutions (including the California Institute of Technology, the Riverside County Planning Department, the California Department of Water Resources and the U.S. Geological Survey). Based on these comments, the FER-235 supplement concluded that the westernmost feature is unlikely to be a landslide and that "this feature is probably tectonic in origin and, considering its location, may be active." The supplement recommended therefore, that the zone along this fault should remain, and that it should be extended south to join the Garnet Hill fault. The current Alquist-Priolo Earthquake Fault Zone map (Figure 1) is based on these recommendations.

3. NMG Geotechnical, Inc., 1994

In December of 1994 NMG Geotechnical, Inc. released a geologic report for proposed Phase III wind turbines. This report was intended to be an update of Leighton (1984) and was apparently prepared in response to comments received from the Riverside County Planning Department asking for more information regarding seismically induced landsliding and ridgetop focusing of earthquake energy. This report was prepared after FER-235, but prior to the FER-235 Supplement.

NMG did not recognize any additional faults not previously identified in Leighton (1984) or by CDMG in FER-235. NMG recommended 20-foot structural setbacks from the faults identified by Leighton and from all Holocene ruptures identified by the CDMG in FER-235 (based on those features identified on Plate IId of that report). The only suspected Holocene rupture on that Plate that would potentially impact the proposed Phase IV turbines is the same feature found in a trench by Leighton crossing "A" row between proposed turbines A-14 and A-15.

NMG also provided basic discussion of ridge-top spreading, a phenomenon where seismic shaking causes spreading of ridgetops and therefore ground rupture. This can occur as new ground ruptures or may occur along existing planes of weakness such as faults or landslides. Based on review of aerial photographs, NMG identified an area of hummocky topography and scarps in the east half of the northwest 1/4 of the section that they believe to be associated with ridge-top spreading. Phase IV turbines are not proposed in that area. Further discussion of ridge-top spreading is provided in subsequent sections of this report.

D. Air Photo Review

Two sets of vertical aerial photographs were reviewed stereoscopically for indications of faulting, landsliding or other ground movements. One set was taken in 1984, prior to development of the existing wind turbines, and the other set was taken in 1994, after the existing towers were constructed. Our review focused on the area of the proposed Phase IV turbines, and did not attempt to resolve the difference in interpretations of the scarp-like features in the northern 1/2 of the section by Leighton, CDMG and NMG.

Suspect features identified during our aerial photograph review are shown on Figure 2, Geologic Map. We have identified three northwest to southeast trending scarps on the central ridgeline where the extension of Row "C" is proposed. The northernmost of these continues as a linear feature along the canyon immediately south of the ridge where Row "E" turbines are proposed. These scarps all face southwest. Two scarps with similar orientations were also identified on the western ridgeline where Row "A" turbines are proposed. As discussed previously, we also identified a third scarp on the Row "A" ridgeline at the location where Leighton located a fault in a trench, and where CDMG (1994) identified a possible Holocene scarp. This scarp trends north-northwest to south-southeast.

E. Site Reconnaissance/Mapping

Geologic site mapping was performed after substantial completion of the literature and aerial photograph reviews. Mapping indicates that all of the Phase IV turbines will be located in areas underlain by Pleistocene-aged Cabazon Fanglomerate. This formation consists of semi-consolidated, poorly-bedded, poorly-sorted, pebbly to bouldery conglomerate.

At two of the locations where scarps were identified on aerial photographs, faults were observed in outcrops. These locations were both on the ridgeline where Row "C" turbines are

proposed. In both cases, faults are exposed in the uppermost, oversteepened portion of the slope on the west side of this ridge. The fault planes exposed strike (trend) generally northwest to southeast and dip towards the southwest at an inclination of approximately 55 degrees. The displacement observed is apparently normal.

With the exception of numerous small debris slides with associated talus accumulation, no direct evidence of significant landsliding was observed during our field mapping.

F. Groundshaking Evaluation

On July 8, 1986, a 5.9 magnitude earthquake centered on the Banning fault occurred near the Painted Hills area of Desert Hot Springs. Peak accelerations from this earthquake recorded at the Whitewater Trout Farm, located approximately 1 mile to the northeast of the center of Section 3, were 0.662g.

Prior to 1986, the most recent earthquake event in the Palm Springs area occurred in 1948 east of Desert Hot Springs. The earthquake is believed to have occurred on the Mission Creek fault. This 6.5 magnitude event produced strong ground shaking in the Palm Springs area.

Site Acceleration: To assess the potential intensity of ground motion, we have estimated the horizontal peak ground acceleration (PGA). Ground motions are dependent primarily on the earthquake magnitude and distance to the seismogenic (rupture) zone. Accelerations also are dependent upon attenuation by rock and soil deposits, direction of rupture and type of fault. For these reasons, ground motions may vary considerably in the same general area. This variability can be expressed statistically by a standard deviation about a mean relationship.

The PGA is an inconsistent scaling factor to compare to the UBC Z factor and is generally a poor indicator of potential structural damage during an earthquake. Important factors influencing the structural performance are the duration and frequency of strong ground motion, local subsurface conditions, soil-structure interaction, and structural details. Because of these factors, an effective peak acceleration (EPA) is used in structural design. The following table provides the probabilistic estimate of the PGA and EPA taken from the 1996 CDMG/USGS seismic hazard maps.

Estimate of PGA and EPA from 1996 CDMG/USGS Probabilistic Seismic Hazard Maps

Risk	Equivalent Return Period (years)	PGA (g) (1)	Approximate EPA (g) (2)
10% exceedance in 50 years	475	0.82	0.90

Notes: 1) Based on soft rock site, Site Class S_B

2) Spectral acceleration (S_A) at period of 0.3 seconds divided by 2.5 factor for 5% damping as defined by the Structural Engineers Association of California (SEAOC, 1996).

UBC Seismic Coefficients: The Uniform Building Code (UBC) seismic coefficients are based on an Design Basis Earthquake (DBE) that has an earthquake ground motion with a 10% probability of occurrence in 50 years. The UBC seismic force provisions should be regarded as a *minimum* design in that it allows for inelastic yielding of structures. The UBC design criteria permit structural damage and possible loss of use after an earthquake. The PGA and EPA estimates given above are provided for information on the seismic risk inherent in the UBC design.

The following table lists the relevant seismic and site coefficients given in Chapter 16 of the 1994 and 1997 Uniform Building Code (UBC). The 1997 UBC seismic provisions are more stringent for areas less than 10 km (6.2 miles) from major seismic sources.

UBC Seismic Coefficients for Chapter 16 Seismic Provisions

UBC Code Edition	Soil Profile Type	Seismic Source Type	Distance to Critical Source	Near Source Factors		Seismic Coefficients	
				Na	Nv	Ca	Cv
1994	S ₂ S factor = 1.2	---	---	---	---	Z = 0.4	Z = 0.4
Ref. Table	16-J	---	---	---	---	16-I	16-I
1997	S _c (very dense soil)	A	1 km	1.5	2.0	0.40Na = 0.60	0.56Nv = 1.12
Ref. Table	16-J	16-U	---	16-S	16-T	16-Q	16-R

CONCLUSIONS

A. Geologic Hazards/Constraints

1. Faulting

The faults identified at the site appear to be secondary to the principal faults in the area. It is unlikely that ground rupture along these faults has resulted, or will result, from earthquakes occurring at depth along these faults. It is more likely that rupture along these faults occurred as adjustments to stresses produced by significant movements along the Banning or Garnet Hill faults. It is also possible that some, or even all of these features are gravitational in origin, resulting from downslope movements in response to strong seismic shaking (ridgetop spreading and/or seismically induced landsliding). Regardless of the cause of ground movement, the surface expression is that of a fault (displacement across a fracture in a plane parallel to the fracture).

Although there is no direct evidence of Holocene movement along these faults, they should be considered zones of weakness where future ruptures are more likely to occur than at other locations on the site, either in response to seismic shaking or in response to significant movement along adjacent faults. Wind turbine foundations should not be located on these known faults. This does not preclude the possibility that ground rupture could occur elsewhere on the site.

2. Landsliding

The steepest canyon side slopes are currently inclined at approximately 67% (1.5:1). This angle is essentially the natural angle of repose for the Cabazon Fonglomerate, and is primarily a function of the angle of internal friction of these granular materials, which have very low cohesive strength. As such, these slopes are essentially stable (safety factor in excess of 1) in the short to medium term at these inclinations under static conditions (in the absence of lateral loading due to seismic shaking or other forces).

In the longer term, headward erosion of drainage channels oversteepens the base of the slopes. The upper portions of the slopes will then respond by failing back to the angle of repose. In some areas, the near surface soils have some cohesion because of clay soil

development or calcareous cementation. Because of this cohesion, these soils will stand at much steeper angles, resulting in the uppermost portion of the slope becoming oversteepened. Although in one sense these oversteepened upper slopes could be considered landslide headscarps, they are not indicative of an underlying deep-seated failure surface. Therefore, based on our review of aerial photographs and our field mapping, we concur with the conclusions of Leighton (1983) that there is no evidence of classic deep-seated rotational landslides at the site.

The CDMG (1994, FER-235) interpreted several, if not all, of the scarp-like features at the site as being large-scale gravitational features. Leighton (1983) interprets these same scarps as faults. Only one of the features identified by CDMG and Leighton appears to directly impact the proposed Phase IV turbines (crossing "A" row near the proposed turbines A-14 and A-15, see Figure 2). Based on our aerial photograph review and field mapping, we have identified six suspected fault features, including the scarp identified by Leighton and CDMG. Two of these, along Row "C" have been located in the field in natural exposures. We generally interpret all of these scarps to be faults. However, where seen in the field, they were found to be dipping southwest (generally out of slope), and therefore, it is possible that they could be large-scale seismically induced landslides, as interpreted by the CDMG. As discussed above in the Faulting section, for siting purposes, it is reasonable to consider these features to be faults, regardless of the cause of the observed offsets.

The possibility of seismically induced landsliding occurring elsewhere on the site cannot be precluded considering the likelihood that the site will be subjected to severe seismic shaking. Quantitative evaluation of slope stability, including stability under seismic loading, is included in Slope Stability Section within Part 3 of this report.

3. Ridgetop Spreading

Strong seismic shaking can induce lateral spreading of ridgetops. This spreading can produce ground rupture, either along existing planes of weakness (joints, fractures, faults etc.) or in new locations. These ruptures would be distinguished from faults in that the displacement would not be in the rupture plane (displacement would tend to open a fracture), although down-slope movements occurring along with ridgetop spreading may also result in displacements in the rupture plane. CDMG (1994) and NMG (1994) interpreted several scarp-like features in the northern portion of Section 3 as potentially being the result of this phenomenon, based primarily on the apparent similarity of these features to those observed in the Santa Cruz Mountains after the Loma Prieta Earthquake of 1989. None of the features that CDMG and NMG identified as ridgetop spreading features directly affect the proposed Phase IV towers although CDMG (1994) suggests that the scarps along Row "A" may be the result of normal faulting or landsliding, possibly enhanced by seismically induced ridgetop spreading. For siting purposes, all identified ground ruptures, whether caused by faulting, landsliding or ridgetop spreading (or combinations thereof) should be considered zones of weakness potentially vulnerable to future ground movements. Wind turbine foundations should not be located on these ruptures.

4. Other Secondary Seismic Hazards

Because of the lack of shallow groundwater conditions (see Groundwater Section within Part 3 of this report), and the fact that the site soils consist of dense, coarse-grained granular soils, the potential for liquefaction to occur at the site is low. Owing to the inland location of the site, and the lack of natural or artificially impounded water upstream of the site, the potential for seismically induced floods, seiches or tsunamis are also low.

Seismically induced settlement is generally considered a potential hazard in areas underlain by unconsolidated alluvial soils. However, the Cabazon Conglomerate that underlies the site is generally well consolidated and was found to be dense beneath the site. Therefore, seismically induced settlement is not considered a significant hazard at the subject site.

RECOMMENDATIONS

A. Construction Setbacks

1. Faults and other Ground Ruptures

Wind turbines should not be located within 20 feet of the surface traces of faults or other ground ruptures identified in this investigation (which include the faults/ruptures identified by Leighton (1983) and CDMG (1994) that potentially affect the proposed Phase IV Turbines). In addition, turbine foundations should not be located within 10 feet of fault planes in the subsurface. These ruptures are not currently located with sufficient precision to establish final construction setbacks. Based on the current level of precision we anticipate that turbines A-14, A-15, A-26, C-27, C-32, C-35 and C-36 may be affected by the recommended setbacks.

We understand that subsurface investigation of faulting for the purposes of turbine siting was performed during construction for the previous phases of turbine construction. For the Phase IV turbines, trenching of suspected fault features could be performed using bulldozers that would be onsite at the beginning of construction in order to make access roads to the turbine locations. This would allow trenching to occur before other construction equipment and materials are mobilized to the site. As an alternative, the actual foundation excavations could be observed by a qualified geologist. However, in order to insure that the recommended 20 foot setback has been achieved, a portion of the foundation excavations would have to be extended to at least 20 feet beyond the limits of the proposed foundation in a direction perpendicular to the suspected fault trace. This method would be satisfactory if construction schedules were sufficiently flexible to allow adequate time for the investigation and any resulting design changes based on the investigation findings.

2. Slopes

Previous reports (Leighton, 1983, and NMG, 1994) recommended that turbines be set back beyond a 1-1/2:1 projection from the base of the oversteepened portion of the adjacent slopes. We concur with this recommendation as a minimum setback to provide stability under static (non-seismic) conditions. Further discussion and additional recommendations regarding slope stability under seismic conditions is provided in the Slope Stability section within Part 3 of this report.

In general, the proposed turbines will be located on ridgelines that run essentially parallel to the adjacent canyons. Therefore, headward erosion within the canyons does not appear to threaten the stability of slopes beneath most of the turbines. However, turbines C-30, C-31, and C-32 are proposed to be located just above the head of a small side canyon and therefore could be vulnerable to undermining by continued headward erosion of this canyon. We recommend that these turbines be relocated to the center of the ridge, approximately 50 feet to the east or northeast. If relocation is not feasible, future maintenance and repair of the slope may be required, depending on erosion rates, in order to prevent undermining of turbine foundations.

PART 3 - GEOTECHNICAL ENGINEERING

Scope of Work

The original scope of work for the Geotechnical Engineering Report would consist of the following tasks:

1. A visual site assessment by our representative regarding surficially observed site conditions. In addition, we reviewed our files and available published reports pertinent to the area near the site.
2. Exploration, classification and sampling of the near surface soil conditions by means of drilling and sampling 5 exploratory borings to a maximum depth of 20 feet. Deeper drilling was attempted but proved impossible using hollow stem auger drilling methods because of refusal on rocks.
3. Laboratory testing of selected soil samples obtained from the exploratory borings.
4. Engineering analysis, of the data generated from this investigation, resulting in the compilation of this written report.

Not Contained In This Report:

- A. Our current scope of services did not include evaluation of the corrosion potential of onsite earth materials on concrete or metals, or any environmental assessment or investigation to determine the presence of hazardous or toxic materials in the soil, surface water, groundwater or air, on, below or around this site.

FIELD EXPLORATION

Exploratory borings were drilled to observe the soil profile and to obtain samples for further analysis.

- A. Five exploratory borings were drilled for soil profiling and sampling to a maximum depth of 20 feet below the existing ground surface. The borings were drilled on January 16 and January 27, 1999, using 8 inch diameter hollow-stem augers powered by a truck mounted drilling rig. The approximate boring locations are indicated on the attached Geologic Map, Figure 2, in Appendix A. The boring locations were determined by pacing and siting from identifiable topographic features using the base map provided by the client. The boring locations should be considered accurate only to the degree implied by the method used. Drilling was generally difficult, and refusal on cobbles/boulders occurred in all five borings at depths between 8 and 20 feet. The boring logs are presented in Appendix A.
- B. Samples were secured within the borings with a 2.5-inch inside diameter ring sampler. The samples were obtained by driving the sampler with a 140-pound hammer, dropping 30 inches. The number of blows required to drive the sampler one-foot was recorded in six-inch increments. Recovered soil samples were sealed in containers and returned to the laboratory for further classification and testing.
- C. Bulk disturbed samples of the soils were obtained from cuttings developed during excavation of the test borings. The bulk samples were secured for classification purposes and represent a mixture of soils within the noted depths.

- D. The final logs represent our interpretation of the contents of the field logs, and the results of the laboratory observations and tests of the field samples. The final logs are included in Appendix A of this report. The stratification lines represent the approximate boundaries between soil types although the transitions may be gradational.

LABORATORY TESTING

After a visual and tactile classification in the field, samples were returned to the laboratory, classifications were checked, and a testing program was established. Because of the granular and rocky nature of the onsite soils, few relatively undisturbed samples could be collected. Two good quality relatively undisturbed samples were collected and direct shear testing was performed on these samples to provide data for slope stability and foundation analyses.

SOIL CONDITIONS

As determined by the borings, site soils were found to consist primarily of reddish or grayish brown, well-graded Silty Sand (SM) with abundant gravel, cobbles and boulders. The drilling operations were performed with 8" diameter hollow stem auger, which will not allow larger rocks, if encountered, to surface, however boulders as large as approximately 3 to 4 feet in diameter were observed in natural exposures at the site. The boring logs in Appendix A contain a more detailed description of the soils encountered.

In general, the site soils were found to be medium dense and dry at the surface. Soils below approximately 5 feet were dense to very dense to the depths explored. The onsite soils are granular, and therefore would be expected to be non-expansive. Some caving and irregularity of caisson excavations should be anticipated because of the granular (non-cohesive) rocky soils.

Please refer to the "Site Development" and "Grading" and "Foundation" sections of this report for further discussion.

Slope Stability Analyses

Slope stability analyses were conducted by a two-dimensional limit equilibrium stability analysis of selected trial failure surfaces using the computer program *STABL6* (Carpenter, 1986). Potential circular-arc failure surfaces were evaluated using the modified Bishop Method. The computer program searched for critical potential failure surfaces with low computed factors of safety.

To assess the stability of slopes under seismic conditions, a yield acceleration was computed for the critical slide surfaces evaluated in the static analyses. The yield acceleration (K_y) is defined as the horizontal acceleration at which a potential slide surface would develop a factor of safety of 1.0. The Makdisi-Seed (1978) simplified analysis was then used to estimate the range of seismically induced displacement as a function of peak horizontal acceleration. As indicated in the above, the peak ground acceleration from the Design Basis Earthquake (DBE) is estimated to be about 0.82g.

Slope stability analyses were conducted on the existing to evaluate its present state of stability. The existing slopes are about 300 to 600 feet high with 1.5 to 1.8:1 slope inclinations. Based on our analyses, the actual shear strength values for the sandy soils likely exhibits some cohesion to maintain a stable bluff face. Slope stability analyses were conducted using the cross-sections taken from topographic maps (Figure 3).

Slope stability analyses require selection of soil strength data pertinent to each scenario considered. The engineering strength characteristics of the soils have been estimated from direct shear laboratory tests and local experience. The following table shows the materials strengths that were used for stability analyses.

Material	Shear Strength Parameters		Unit Weight (pcf)
	Friction Angle ϕ	Cohesion c (psf)	
Gravelly Sand	38	70	115

Results of the stability for different cases, using the shear strength data as described above are discussed below. The factor of safety of against slope failure was computed for the slopes and conditions as given in the table below.

Case	Slope Condition Evaluated	Static Factor of Safety	Yield Acceleration for FS=1.0	Estimated Seismic Induced Movement from DBE (feet)
I	Section A-A'	1.3	0.13	1 to 7
II	Section B-B'	1.5	0.19	0.7 to 4
III	Section C-C'	1.2	0.11	2 to 8

A static factor of safety of at least 1.2 is normally required for temporary conditions and 1.5 for permanent conditions. Estimates of seismic induced movements are approximate only to an order of magnitude. This movement is assumed to occur laterally.

GROUNDWATER

Free groundwater was not encountered in any of the borings. The depth to groundwater in the area is anticipated to be on the order of hundreds of feet below the ground surface. Fluctuations in groundwater levels may occur due to variations in rainfall, temperature and other factors.

CONCLUSIONS AND RECOMMENDATIONS

The following is a summary of our conclusions and professional opinions based on the data obtained from a review of selected technical literature, the site investigation, and the results of the laboratory testing.

- A. We have provided recommendations for large diameter caisson type foundations to support the proposed towers. This is based on the requests of the owner as well as the foundation of choice for the existing towers farther up the ridge from the proposed towers. Based on the medium dense to very dense materials encountered, and the presence of gravel, abundant cobbles, and scattered boulders, it is our opinion that driven piles should not be used due to

the difficulty of achieving the minimum necessary depths to resist the anticipated forces. Large boulders may result in difficult caisson excavation.

- B. We recommend that Earth Systems Consultants Southwest (ESCSW) or other qualified geotechnical consultant be retained to provide geotechnical engineering services related to project design, site development, excavation, grading, and foundation construction phases of the work. This is to observe compliance with the design concepts, specifications and recommendations of this report. In the event that subsurface conditions differ from those anticipated prior to the start of construction a qualified geotechnical engineer consultant should be retained to evaluate changed conditions and recommend design modifications if required.
- C. Fill slopes for access roadways are currently proposed at inclinations of 1:1 or steeper. Even if properly constructed and compacted, as recommended below, fill slopes at these inclinations are not expected to be stable in the long term, and will require significant ongoing maintenance and repair. One fill slope along Row A is proposed at an inclination of approximately 3/4:1, with a slope face height of approximately 54 feet (although the maximum thickness of the fill will only be on the order of 20 feet because of steep underlying terrain). This slope could be subject to a significant failure, therefore mitigation of this unstable condition appears to be warranted. This mitigation could include geotextile reinforcement, soil nailing, retaining walls, etc. Specific recommendations for mitigation could be provided, based on discussions with the project engineer regarding the preferred mitigation options.

SITE DEVELOPMENT AND GRADING

Prior to grading operations, the sites should be cleaned of vegetation and other deleterious materials.

A. Site Development - Grading

The preliminary grading plans prepared by Patrick and Henderson, Inc. indicate that tower locations will be left at grade or will be located in an area of cut. Access/maintenance roads and ancillary structures will generally require only minor cutting and filling to establish the proposed alignments. Fills as thick as approximately 20 feet are proposed along the access road between proposed turbines A-22 and A-23. Because of the steep terrain over which this road is proposed, this fill will result in a slope face about 54 feet high. This slope is currently proposed at an inclination steeper than 1:1. Other fill slopes are also proposed at inclinations of 1:1 or steeper. Site grading should be observed and tested by a representative of ESCSW or other qualified geotechnical consultant prior to placement of fill.

1. Prior to site grading, vegetation should be removed from the proposed construction areas. The surface should be stripped of organic growth and non-complying fill which, along with other debris, should be removed from the site. Because the sparse vegetative cover and lack of artificial fill at the site, we anticipate that these removals will be minimal.
2. Depressions resulting from these removals should have debris and loose soil removed and be filled with suitable fill soils compacted as recommended herein. No compacted fill should be placed unless the underlying soil has been observed by ESCSW or other qualified geotechnical consultant.

3. To help minimize potential settlement problems associated with the access road and ancillary structures supported on a non-uniform thickness of compacted fill, ESCSW or other qualified geotechnical consultant should be consulted for site grading recommendations related to backfilling large and/or deep depressions resulting from removal under item one above. In general, all proposed construction should be supported by a uniform thickness of compacted soil, except the towers, which will be supported by large diameter deep foundations.
4. Areas to be graded should be pre-watered for dust control and to obtain at least the optimum moisture content in the upper 12-inches to aid in the proposed grading operations. Soils should be densified by placing the fill in thin lifts (6" to 8" loose) and compacting to a minimum of 90% of the maximum dry density as determined by ASTM D 1557-91. Compaction should be verified by testing. Areas where fill will be placed on slopes that exceed 5:1 (horizontal to vertical) will require keying and benching to tie the fill to the natural slope. The keyway should be a minimum of 2 feet deep on the outboard side, and should be sloped back into the hillside at an angle of at least 2%. Due to the granular nature of the site materials, we do not anticipate the need for a keyway drain at this time. Subsequent to the construction of the toe of fill keyway, the natural slope should be benched as fill is placed. The benches should be relatively level and should be at least one equipment width wide.
5. These grading recommendations apply to the proposed access roads and to ancillary building areas extending laterally at least 5 feet beyond the footing limits.
6. It is anticipated that during grading a loss of approximately 0.1 feet or less due to stripping, and a shrinkage factor of less than 15% for the upper 3 feet of soil, may be used for quantity calculations. This is based on compactive effort needed to produce an average degree of compaction of approximately 93% to 94% percent and may vary depending on contractor methods. Subsidence of the underlying soil should be negligible.

B. Site Development - General

1. The following **general** recommendations listed in this section are in addition to those listed in the "**Grading**" section A above.
2. Import soil is not anticipated at this time. Fill soils should be generated from the on-site cuts and the spoils generated from the drilling of the caisson excavations.
3. Areas around the improvements should be graded so that drainage is positive and away from the structures.
4. We recommend that the subgrade soils for the access roads be moisture conditioned and compacted to at least 90 percent relative compaction as discussed above. We understand that all access roads will remain unpaved and that the use of aggregate baserock is not anticipated. The subgrade should be firm and unyielding when proof rolled with heavy rubber tire equipment.

C. Excavations

1. Excavations should be made in accordance with applicable regulations. From our site exploration and knowledge of the general area, it is our opinion that there is a potential for some caving of relatively deep site excavations (i.e. piers, utility trenches etc.). Where such situations are encountered, lateral bracing or appropriate cut slopes should

be provided. Construction site safety is the sole responsibility of the Contractor, who shall also be solely responsible for the means, methods, and sequencing of construction operations. We are providing this information solely as a service to our client. Under no circumstances should this information be interpreted to mean that Earth Systems Consultants Southwest is assuming responsibility for construction site safety or the Contractor's activities; such responsibility is not being implied and should not be inferred.

2. Care should be taken during the drilling of the proposed caisson excavations. The drilling equipment should maintain a reasonable setback from the top of the excavation to reduce the potential for caving of the sidewall.
3. Where trenches are excavated, no surcharge loads should be allowed within a horizontal distance measured from the top of the excavation slope, equal to the depth of the excavation.

D. Utility Trenches

1. Backfill of utility trenches within road right-of-way should be placed in conformance with the requirements of the governing agency (Water District, Road Department, etc.).
2. Utility trench backfill within private property should be placed in conformance with the provisions of this report relating to minimum compaction standards. In general, service lines extending in roadway areas may be backfilled with native soils compacted to a minimum of 90% of maximum dry density. Trench backfill in non-structural areas may be compacted to 85% relative compaction in order to facilitate revegetation.
3. Backfill operations should be observed and tested by ESCSW or other qualified geotechnical consultant, to monitor compliance with these recommendations.
4. The surface of backfilled trenches frequently settles even when placed under optimal conditions. If structures are proposed over trenches, they should be reinforced to accommodate potential movements.

STRUCTURES

Based on information obtained from Mr. Allan Henderson of Patrick and Henderson, Inc., we understand that the desired foundation for each proposed tower would consist of a single 12-foot diameter cast-in-place pier. We understand that these would be constructed by excavating to the desired depth, and placing an eight-foot diameter corrugated steel casing concentrically within a 12-foot diameter corrugated steel casing. Steel tie rods would be placed vertically and concrete poured in the space between the casings. The bolts would then be post-tensioned, and lean concrete poured within the central casing. We understand that the annular space between the outer casing and the excavation walls will be backfilled with a sand/cement slurry. All details of the foundation system are to be designed by the structural engineer.

According to Mr. Henderson, the design lateral shear load at ground level is 70 kips, the design axial load is 140 kips, and the moment at the top of the foundation will be 10,000,000 ft.-lbs. The proposed loading is dead plus anticipated live loads.

For the purposes of this report, we have performed our foundation analyses based on the preferred foundation type and loads discussed above. If another foundation system is selected, or if design loading is to exceed these estimated values, additional foundation analysis and recommendations would be required.

A. Foundations - Ancillary Structures

It is anticipated that foundations will be placed on firm compacted soils as recommended elsewhere in this report. The recommendations that follow are based on "very low" expansion category soils.

1. A minimum footing depth of 12 inches below lowest adjacent grade should be maintained for loads imposed by ancillary structures.
2. Conventional Foundations - Ancillary Structures:

Estimated bearing values are given below for foundations on recompacted soils, assuming import fill (if required) to be equal to or better than site soils:

- a. Continuous foundations of 12 inches wide and 12 inches below grade for ancillary structures:
 - i. 2000 psf for dead plus actual live loads.
 - ii. 2670 psf for wind and seismic considerations.
- b. Isolated pad foundations 3' x 3' and bottomed 12 inches below grade:
 - i. 2400 psf for dead plus actual live loads.
 - ii. 3200 psf for wind and seismic considerations.
3. Lateral loads may be resisted by soil friction on floor slabs and foundations and by passive resistance of the soils acting on foundation stem walls. Lateral capacity is based partially on the assumption that any required backfill adjacent to foundations and grade beams is properly compacted or is sufficiently deep to utilize the firmer deeper soils.
4. Foundation excavations should be observed by the soil engineer during excavation and prior to placement of reinforcing steel or concrete. Local variations in conditions may warrant deepening of footings.
5. Allowable bearing values are net (weight of footing and soil surcharge may be neglected) and are applicable for dead plus reasonable live loads.

B. Caisson Foundations - Wind Towers

The diameter, spacing, and connection of these steel tie rods are to be determined by the structural engineer and should take into account the forces exerted by weight of the concrete as well as those developed during the handling (picking up and moving) of the unit. The outside annular space should be grouted to near the surface to maintain intimate contact between the composite caisson and the undisturbed native soil.

1. The axial capacity and the lateral load deflection relationship has been calculated using the programs Apile and Lpile developed by Dr. Lymon Reese. Since the towers will be supported by single large-diameter caissons, the tower overturning resistance will be a primary consideration. The capacities for axial loads are based on friction only (end resistance is excluded). We assume that the towers will be located in areas of undisturbed soil. The APILEP analysis indicates a factor of safety of approximately 2 for the proposed axial loading.

2. In determining the lateral pile capacity, several factors were considered. These include, but are not limited to: proximity to natural sloping ground, effects on slope stability, erosion, slope failure, recommended installation procedure vs. methodology of previously constructed tower foundations, degree of observation services performed by ESCSW, and lateral deflection. Our initial calculations assume that the caissons will be constructed as outlined in previous sections of this report. As such, we have performed static calculations for lateral load-deflection relationships for a 70 kip lateral force applied at the top of the foundation, a 10-million foot-pound moment, and a 140 kip axial load. Since the above static analysis using LPILEP involves no factor of safety, the applied loads were doubled to simulate a factor of safety of 2, I.E. 140 kips, 20 million foot-pounds, and 280 kips respectively. Using the modified loading, LPILEP provided a pier top deflection of approximately 1.4 inches for a 30-foot deep pier and approximately 0.5 inches for a 40-foot pier. It is generally recognized that deep foundation members placed in granular subsoils and subjected to cyclic lateral loading will eventually experience deflection of approximately two times their initial lateral top deflection. Therefore, future lateral deflections should be expected to be in the range of 1.4 to 2.8 inches for a 30 feet deep pier and in the range of 0.5 to 1 inch for a 40 feet deep pier.

Another approach to pier capacity that we have taken is to evaluate the ultimate lateral capacity of the pier using Broms' (1964) method, modified to account for the steeply descending slopes. Normally, deflections limit the practical lateral capacity of a pier. However, in the case where the pier is situated next to a steeply descending slope (1.5:1), the ultimate capacity is greatly reduced and is proportional to the passive earth coefficient. According to Coulomb's earth pressure theory, the passive earth coefficient is reduced to only about 25% of that for level ground. For the 30-foot pier we calculate the ultimate capacity to be 101 kips; resulting in a factor of safety of about 1.4 for the 70 kips design load. We recommend a factor of safety of at least 2.0 against ultimate shear failure of the soil. This can be achieved by increasing the embedment to at least 34 feet.

4. Caisson construction will involve excavation within relatively cohesionless sands and sand/gravel/cobble mixtures. Some caving is anticipated. Side wall sloughing will result in larger excavation and greater grout quantities for backfill.

C. Slabs-on-Grade

1. Concrete slabs-on-grade should be supported either by compacted structural fill placed in accordance with applicable sections of this report or by native granular soils compacted to at least 90% relative compaction.
2. In areas of moisture sensitive floor coverings, an appropriate vapor barrier should be installed in order to minimize vapor transmission from the subgrade soil to the slab. We would suggest that the floor slabs be underlain by an impermeable membrane. The membrane should be covered with 2 inches of sand to help protect it during construction. The sand should be lightly moistened just prior to placing the concrete. A low-slump concrete should be used to help minimize shrinkage.
3. Reinforcement of slab-on-grade is contingent upon the structural engineers recommendations. We suggest that concrete slabs on grade be reinforced. Slab thickness and reinforcement should be determined by the structural engineer.

4. It is recommended that the proposed perimeter slabs be designed relatively independent of foundation stems (free-floating) to help mitigate cracking due to foundation settlement and/or expansion.

D. Additional Services

This report is based on the assumption that an adequate program of client consultation, construction monitoring and testing will be performed during the final design and construction phases to check compliance with these recommendations. Construction monitoring and testing would be additional services provided by our firm. The costs of these services are not included in our current fee arrangements. The recommended tests and observations include, but are not necessarily limited to the following:

1. Consultation during the final design stages of the project.
2. Observation and testing during site preparation, drilling of caissons, grading and placement of engineered fill.
3. Consultation as requested during construction.

LIMITATIONS AND UNIFORMITY OF CONDITIONS

The analysis and recommendations submitted in this report are based in part upon the data obtained from the five borings excavated on the site. The nature and extent of variations between the borings may not become evident until construction. If variations then appear evident, it will be necessary to reevaluate the recommendations of this report.

Findings of this report are valid as of this date. However, changes in conditions of a property can occur with passage of time whether they be due to natural processes or works of man on this or adjacent properties. In addition, changes in applicable or appropriate standards occur whether they result from legislation or broadening of knowledge. Accordingly, findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of one year.

In the event that any changes in the nature, design or location of the building are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report modified or verified in writing.

This report is issued with the understanding that it is the responsibility of the owner, or of his representative, to insure that the information and recommendations contained herein are called to the attention of the architect and engineers for the project and are incorporated into the plans and specifications for the project. It is also the owners responsibility, or his representative, to insure that the necessary steps are taken to see that the general contractor and all subcontractors carry out such recommendations in the field. It is further understood that the owner or his representative is responsible for submittal of this report to the appropriate governing agencies.

ESCSW, has prepared this report for the exclusive use of the client and authorized agents. This report has been prepared in accordance with generally accepted soil and foundation engineering practices. No other warranties, either expressed or implied, are made as the professional advice provided under the terms of this agreement, and included in the report.

It is recommended that ESCSW, be provided the opportunity for a general review of final design and specifications in order that earthwork and foundation recommendations may be properly interpreted and implemented in the design and specifications. If ESCSW, is not accorded the privilege of making this recommended review, we can assume no responsibility for misinterpretation of our recommendations.

Our scope of services did not include any environmental assessment or investigation to determine the presence of hazardous or toxic materials in the soil, surface water, groundwater or air, on, below or around this site. Prior to purchase or development of this site, we suggest that an environmental assessment be conducted which addresses environmental concerns.

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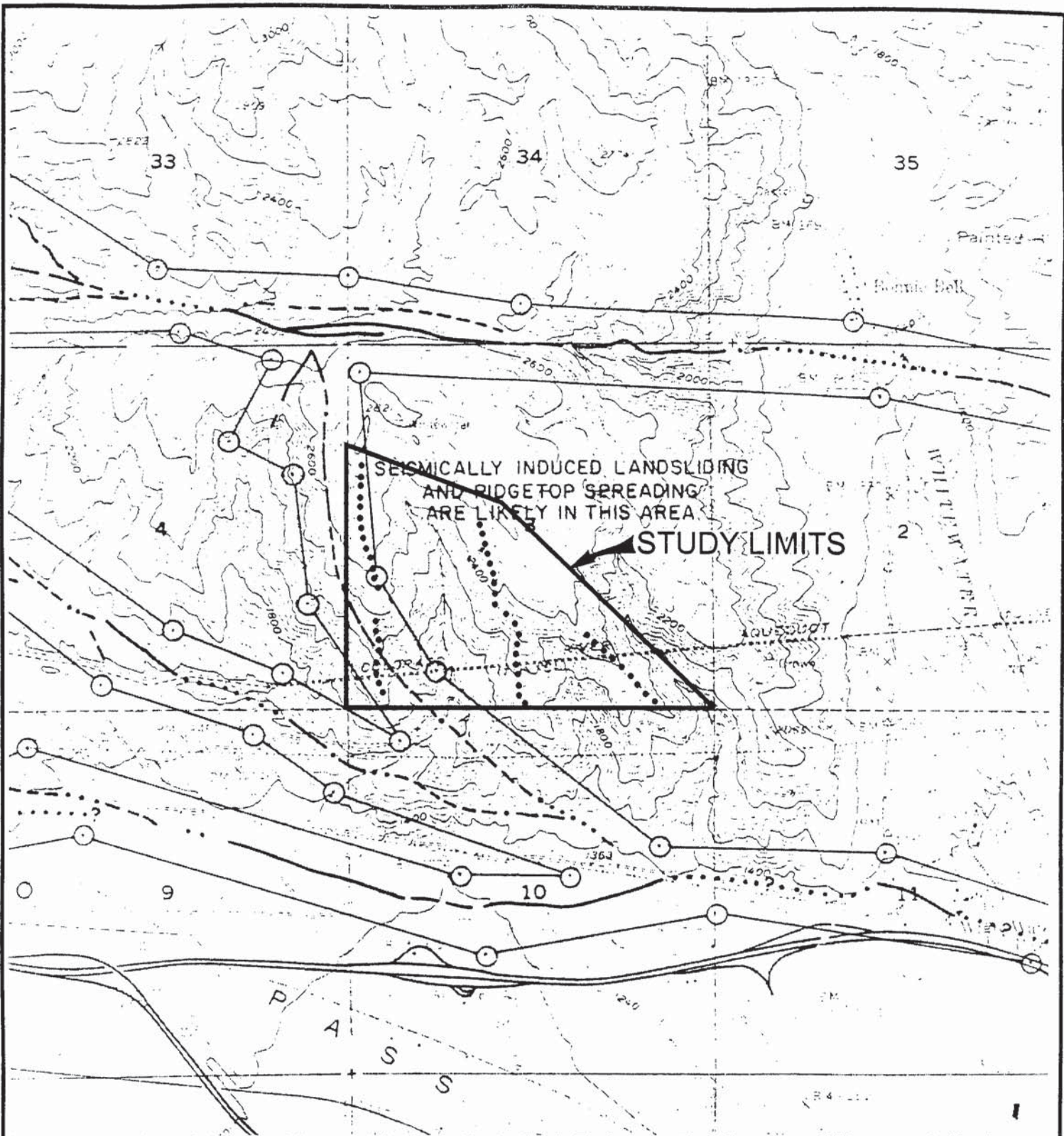
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Aerial Photographs Reviewed

<u>Date</u>	<u>Frame Numbers</u>	<u>Scale</u>	<u>Source</u>
2-7-84	1557,1558, 1559	1" = 1,600'	Riverside County Flood Control District
1-28-95	4-54, 4-55, 4-56	1" = 2,000'	Riverside County Flood Control District

APPENDIX A

Site and Vicinity Map
Logs of Borings



Base map: California Division of Mines and Geology, Alquist-Priolo Earthquake Fault Zone Map, Whitewater, California, Revised Official Map, Effective June 1, 1995.

LEGEND

- Approximate Limits of This Investigation
- Proposed Phase IV Wind Turbine

Scale: 1" = 2,000'



Figure 1 - Site Location Map

Alta Mesa Phase IV Wind Turbines
Project No.: 07055-01



Earth Systems Consultants
Southwest

LEGEND

QC₀

Cabazon Fanglomerate - Pleistocene non-marine pebbly to bouldery conglomerate; generally poorly sorted, poorly bedded, moderately well consolidated



Approximate Boring Location



Suspected Fault as Mapped on Alquist-Priolo Earthquake Fault Zone Map



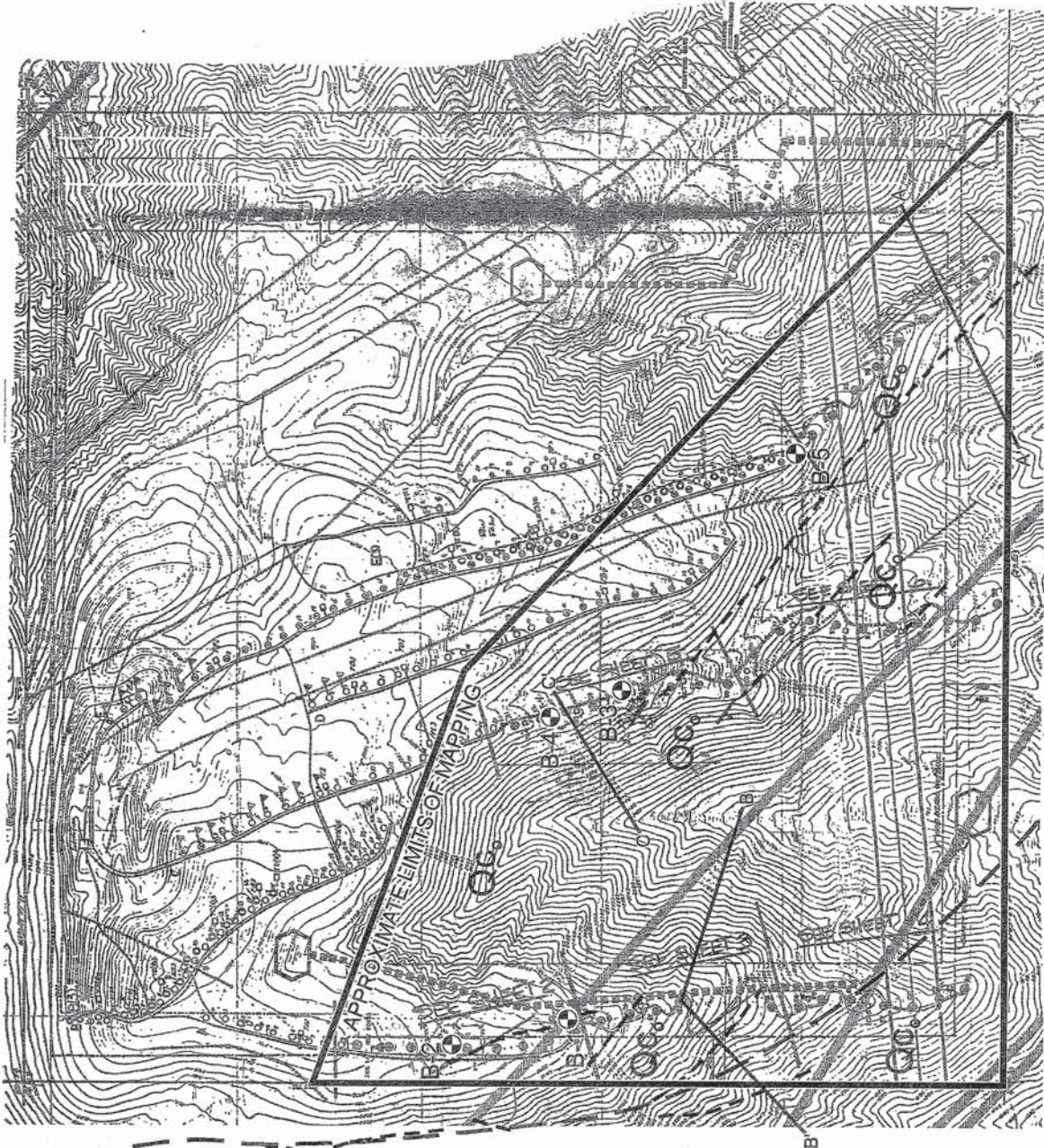
Suspected Fault based on Aerial Photo Interpretation



Fault location and orientation, as measured during field mapping



A — A' Geologic Cross Section Location (See Figure 3)



Approximate Scale: 1" = 600'

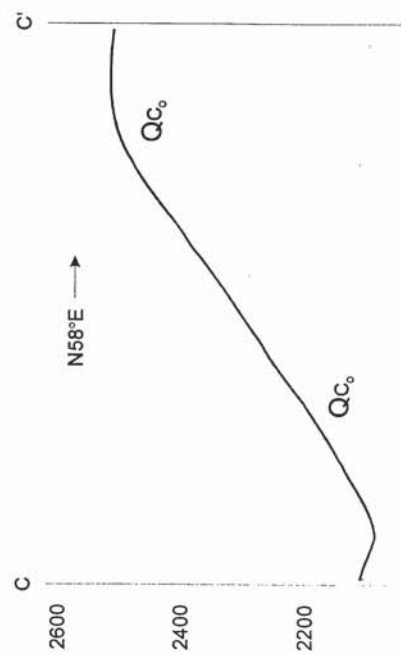
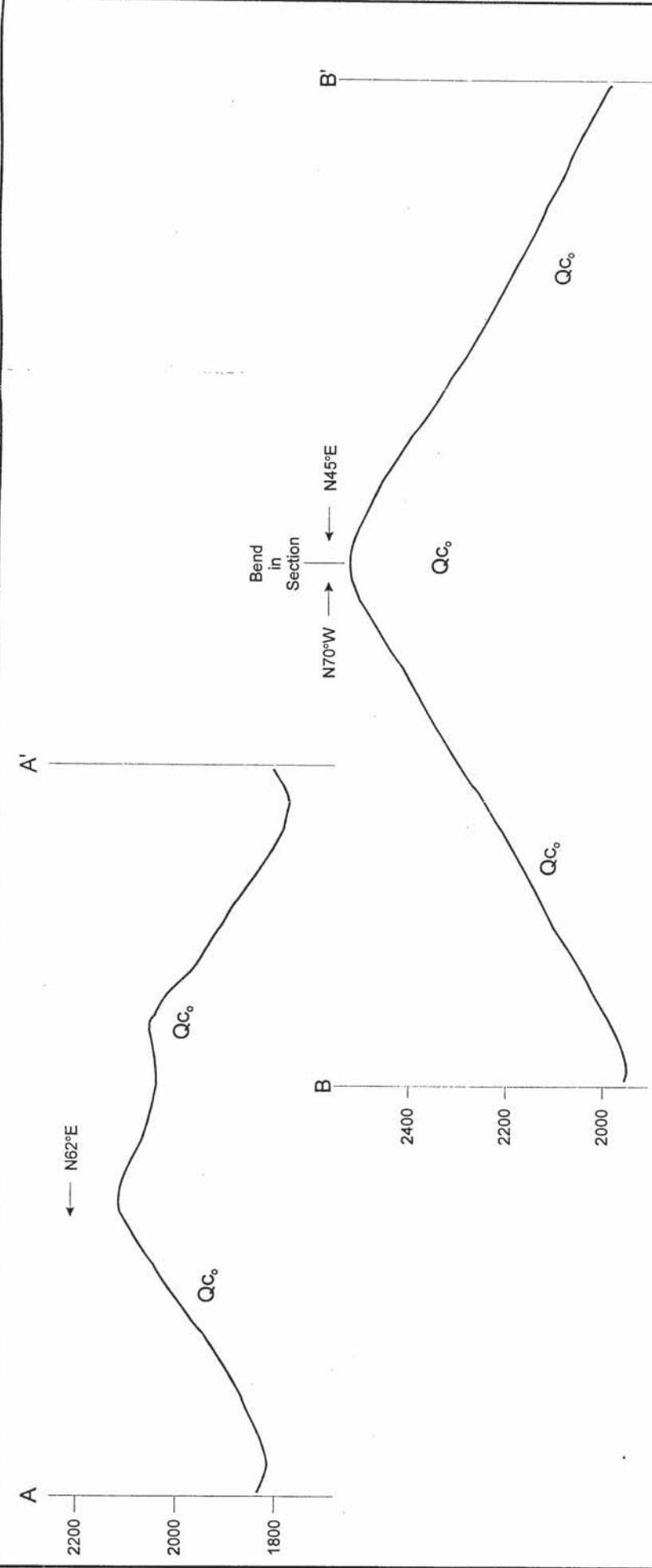


Figure 2 - Geologic Map

Alta Mesa Phase IV Wind Turbines
Project No.: 07055-01



Earth Systems Consultants
Southwest



LEGEND

QC₀ Cabazon Funglomerate - Pleistocene non-marine pebbly to bouldery conglomerate; generally poorly sorted, poorly bedded, moderately well consolidated



Figure 3 - Cross Sections

Alta Mesa Phase IV Wind Turbines
 Project No.: 07055-01



Earth Systems Consultants
 Southwest



Boring No: B1 Project Name: Alta Mesa Project Number: 07055-01 Boring Location: Per Plan	Drilling Date: January 16, 1999 Drilling Method: 8" Hollow Stem Auger Drill Type: CME 45 Logged By: David Goodrich
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Depth (Ft.)	Sample Type		Penetration Resistance (Blows/6")	Symbol	USCS	Dry Density (pcf)	Moisture Content (%)	DESCRIPTION OF UNITS
	Bulk SPT	MOD Calif.						

Note: The stratification lines shown represent the approximate boundary between soil and/or rock types and the transition may be gradational.

0					SM			Silty Sand: light reddish brown, fine to coarse grained, dry, dense
4.5	19.50 for 5"					101.5	1.9	
8.5	26.50					Dist.	1.9	driller reports gravel and cobbles becomes yellowish brown, fine to medium grained; granitic cobble at tip of sampler
11.5	21.50					Dist.	1.9	
13.5	25.50 for 3"					Dist.	Dist.	same except fine to coarse grained with gravel to 1/2" diameter
19.5	50 for 4"					Dist.	Dist.	
20								Refusal at 20' on boulder No Bedrock or Groundwater Encountered



Boring No: B3 Project Name: Alta Mesa Project Number: 07055-01 Boring Location: Per Plan	Drilling Date: January 27, 1999 Drilling Method: 8" Hollow Stem Auger Drill Type: CME 45 Logged By: David Goodrich
--	---

Depth (Ft.)	Sample Type Bulk SPT MOD Calif.	Penetration Resistance (Blows/6")	Symbol	USCS	Dry Density (pcf)	Moisture Content (%)	DESCRIPTION OF UNITS

Note: The stratification lines shown represent the approximate boundary between soil and/or rock types and the transition may be gradational.

0				SM			Silty Sand: light reddish brown, fine to coarse grained, with abundant 1/4" gravel, dry, very dense
4		18, 50 for 4"			Dist.	Dist.	
5		18, 50 for 5"			Dist.	Dist.	
10		18, 50 for 5"			110.8	1.9	Refusal at 11' on rock No Bedrock or Groundwater Encountered
11							
15							
20							
25							
30							
35							
40							

Boring No: B5 Project Name: Alta Mesa Project Number: 07055-01 Boring Location: Per Plan	Drilling Date: January 27, 1999 Drilling Method: 8" Hollow Stem Auger Drill Type: CME 45 Logged By: David Goodrich
---	---

Depth (Ft.)	Sample Type Bulk SPT MOD Calif.	Penetration Resistance (Blows/6")	Symbol	USCS	Dry Density (pcf)	Moisture Content (%)	DESCRIPTION OF UNITS

Note: The stratification lines shown represent the approximate boundary between soil and/or rock types and the transition may be gradational.

0				SM			(Artificial Fill) Silty Sand: light reddish brown, fine to coarse grained, with abundant gravel and cobbles, dry, medium dense
5		10, 24		SM	Dist.	Dist.	Silty Sand: light reddish brown, fine to coarse grained, with abundant gravel and cobbles, dry, medium dense
10		25, 50 for 3"			Dist.	Dist.	
15							Refusal at 12' on rocks No Bedrock or Groundwater Encountered
20							
25							
30							
35							
40							

APPENDIX B

Summary of Test Results
Table 2

PARTICLE SIZE ANALYSIS

ASTM D-422

Job Name: Alta Mesa Wind Machines

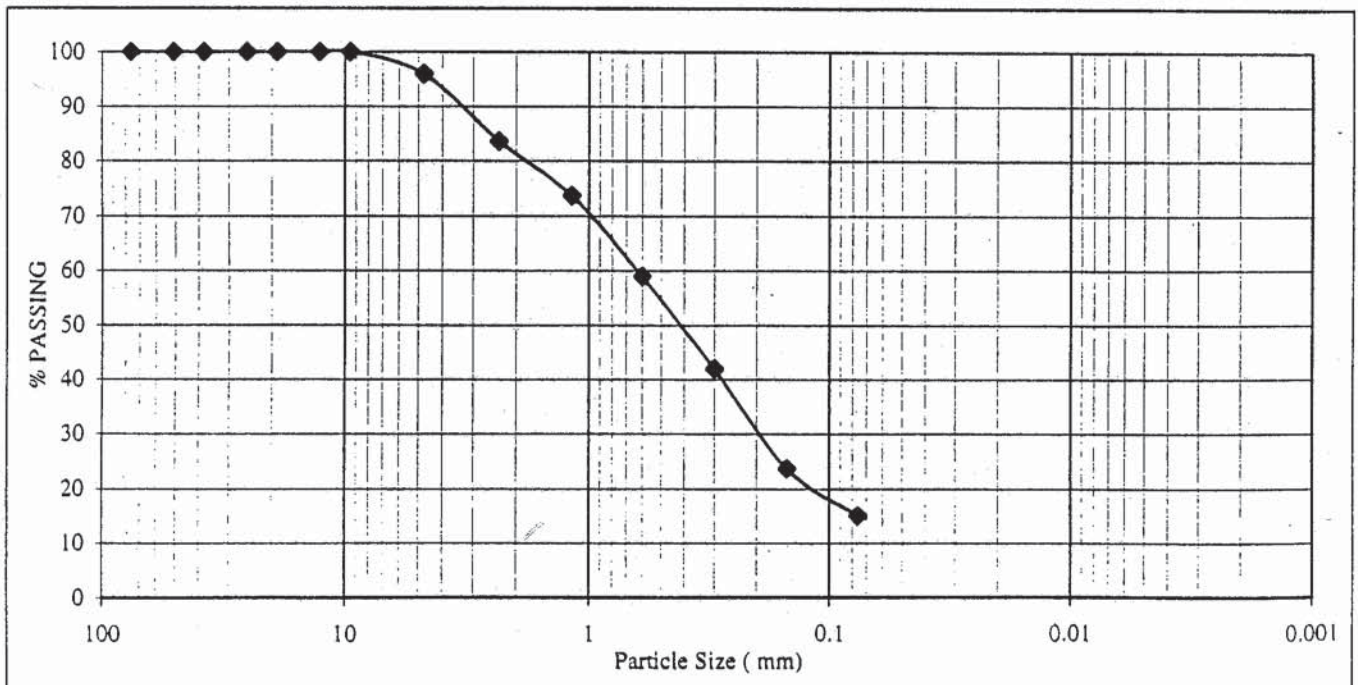
Sample ID: Boring #1 @ 0 - 5'

Soil Description Slightly Clayey F to C Sand with Silt (SP)

Particle Shape: Sub-Angular

SIEVE SIZE	% PASSING
1-1/2"	100
1"	100
3/4"	100
1/2"	100
3/8"	100
#4	96
#8	84
#16	74
#30	59
#50	42
#100	24
#200	15

% Gravel:	4
% Sand:	81
% Silt:	7
% Clay (3 micron):	8



MAXIMUM DENSITY / OPTIMUM MOISTURE

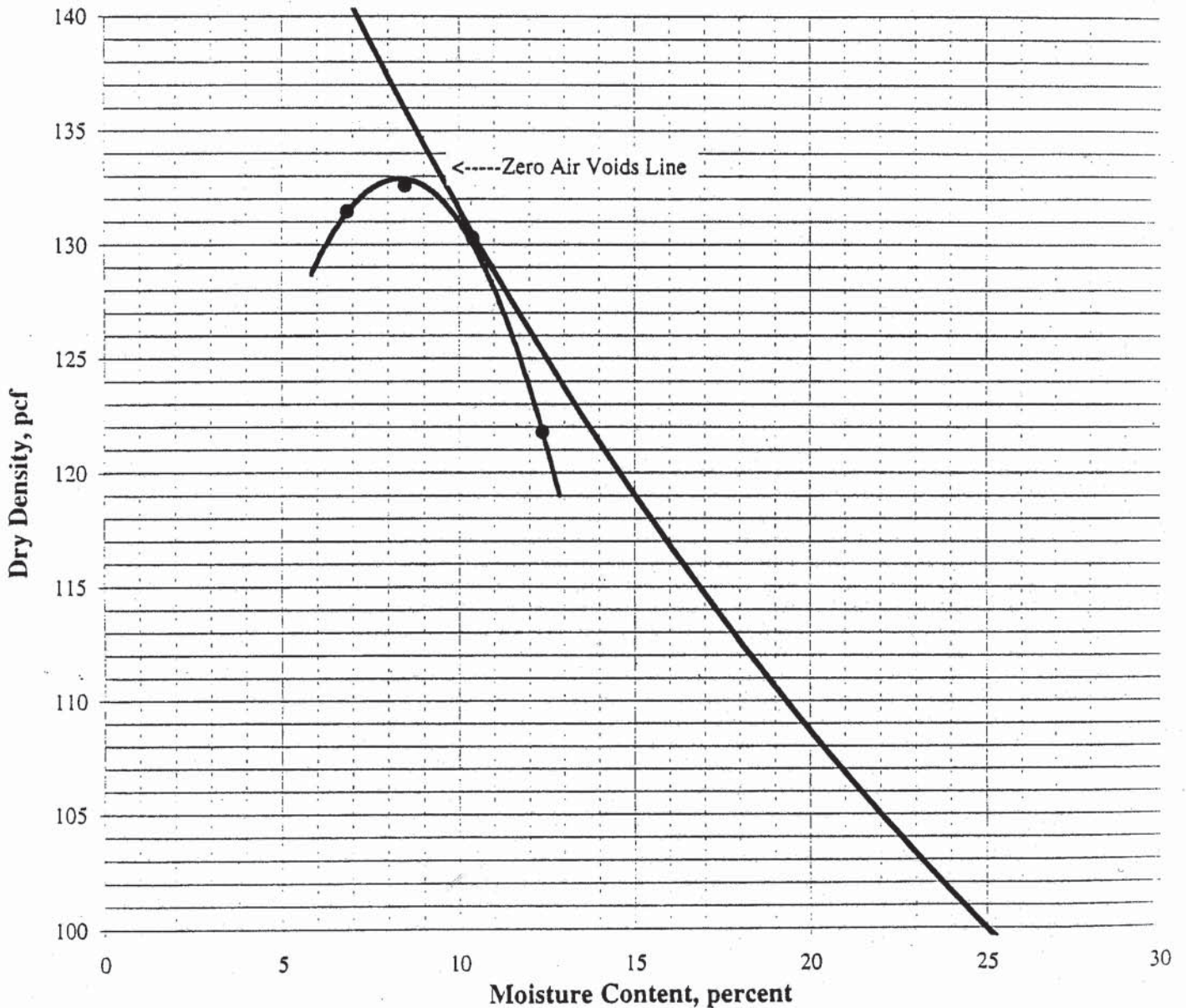
ASTM D 1557-91 (Modified)

Job Name: Alta Mesa Wind Machines
 Sample ID: Boring #1 @ 0-5'
 Location: Native
 Description: Olive Brown Slightly Clayey F to C Sand with Gravel to 3/4" (SP)

Procedure Used: A
 Prep. Method: Moist
 Rammer Type: Mechanical
 Specific Gravity: 2.67 (assumed)

Maximum Density: 132.5 pcf
 Optimum Moisture: 8.5%

Sieve Size	% Retained
3/4"	0.9
3/8"	1.6
#4	4.6



DIRECT SHEAR continued

ASTM D 3080-90 (modified for unconsolidated, undrained conditions)

Alta Mesa Wind Machines

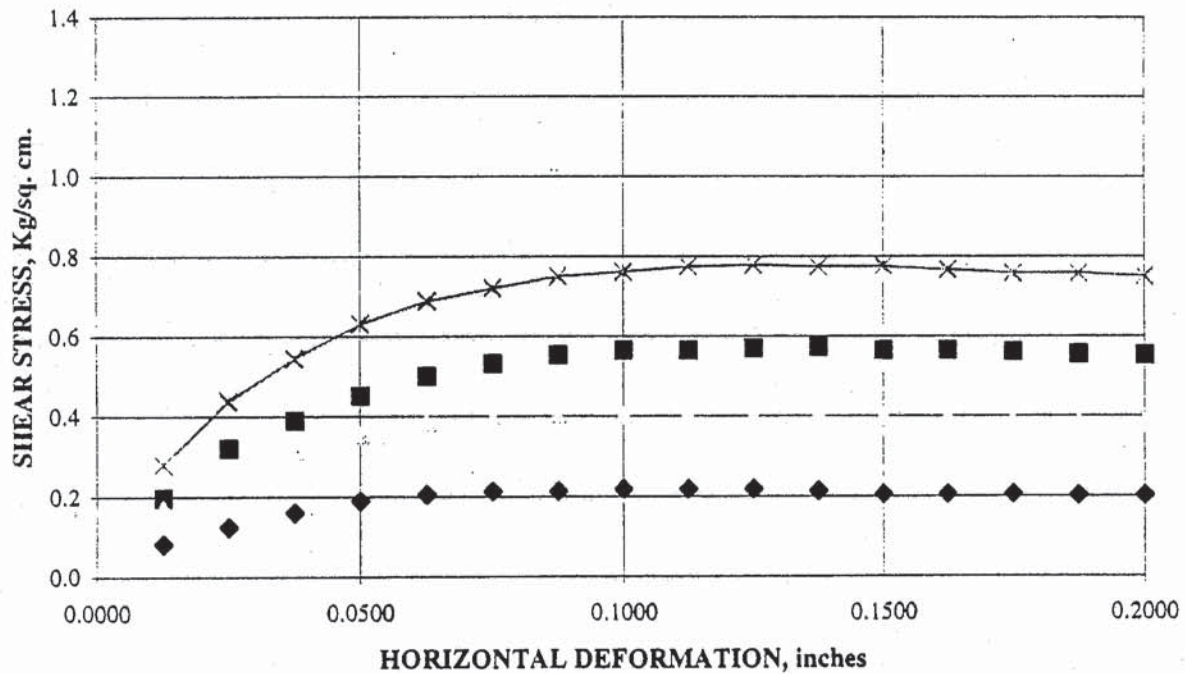
Boring #1 @ 0-5'

Slightly Clayey F to C Sand (SP)

Remolded @ 95%

SPECIFIC GRAVITY: 2.67 (assumed)

SAMPLE NO.:	1	2	3	4	AVERAGE
INITIAL					
WATER CONTENT, %	8.5	8.5	8.5	8.5	8.5
DRY DENSITY, pcf	119.4	119.4	119.4	119.4	119.4
SATURATION, %	57.3	57.3	57.3	57.3	57.3
VOID RATIO	0.396	0.396	0.396	0.396	0.396
DIAMETER, inches	2.40	2.40	2.40	2.40	
0.000	0.00	0.00	0.00	0.00	
AT TEST					
WATER CONTENT, %	16.3	15.8	16.9	15.3	16.1
SATURATION, %	110.2	106.8	114.0	103.5	108.6



DIRECT SHEAR

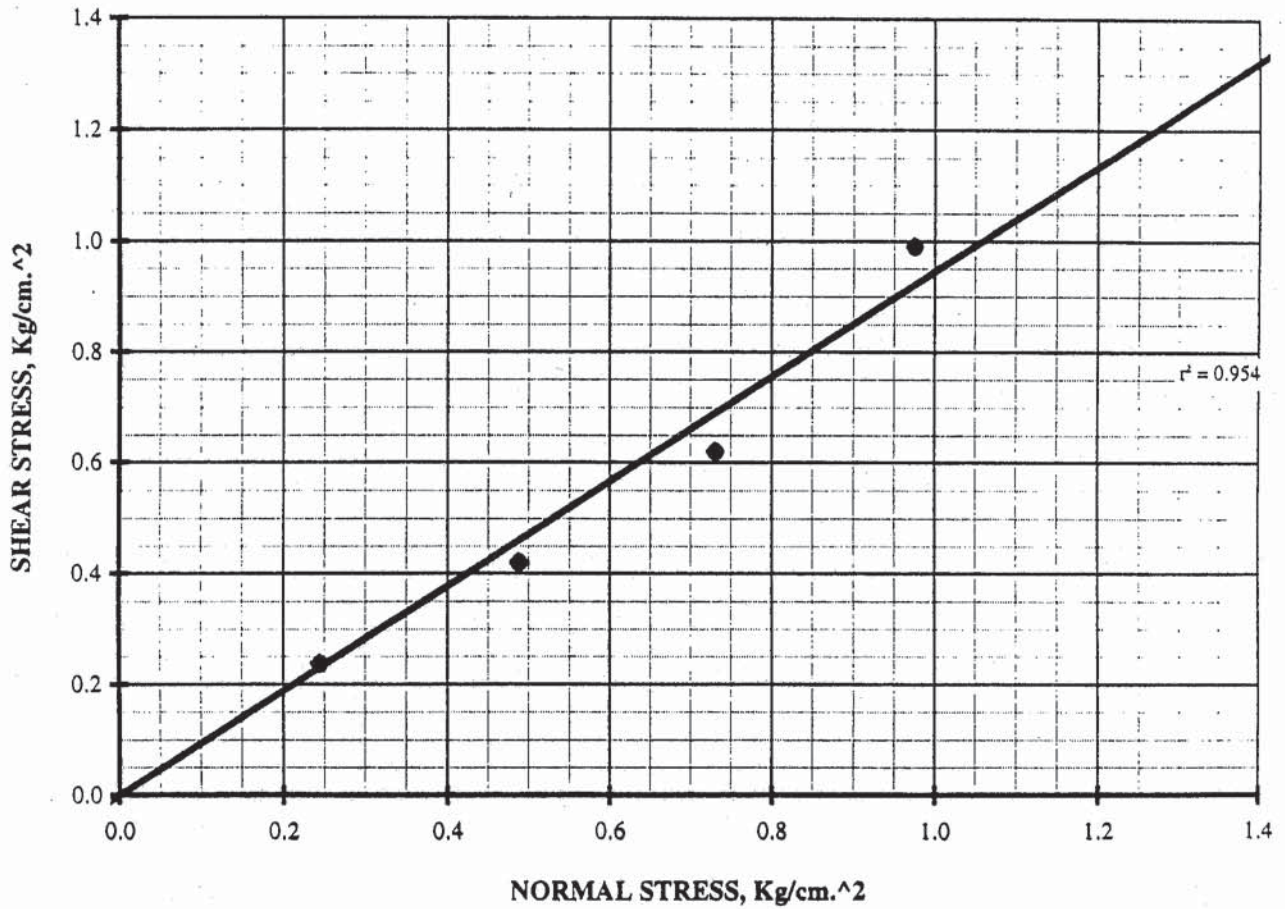
ASTM D 3080-90 (modified for unconsolidated, undrained conditions)

Alta Mesa Wind Machines

4 @ 5'
Silty F Sand (SM)
Undisturbed

Initial Dry Density: 110.6 pcf
Initial Moisture Content: 2.0 %
Peak Friction Angle (ϕ): 45°
Cohesion (c): -0.048 Kg/cm² (-98 psf)

SHEAR vs. NORMAL STRESS



DIRECT SHEAR continued

ASTM D 3080-90 (modified for unconsolidated, undrained conditions)

Alta Mesa Wind Machines

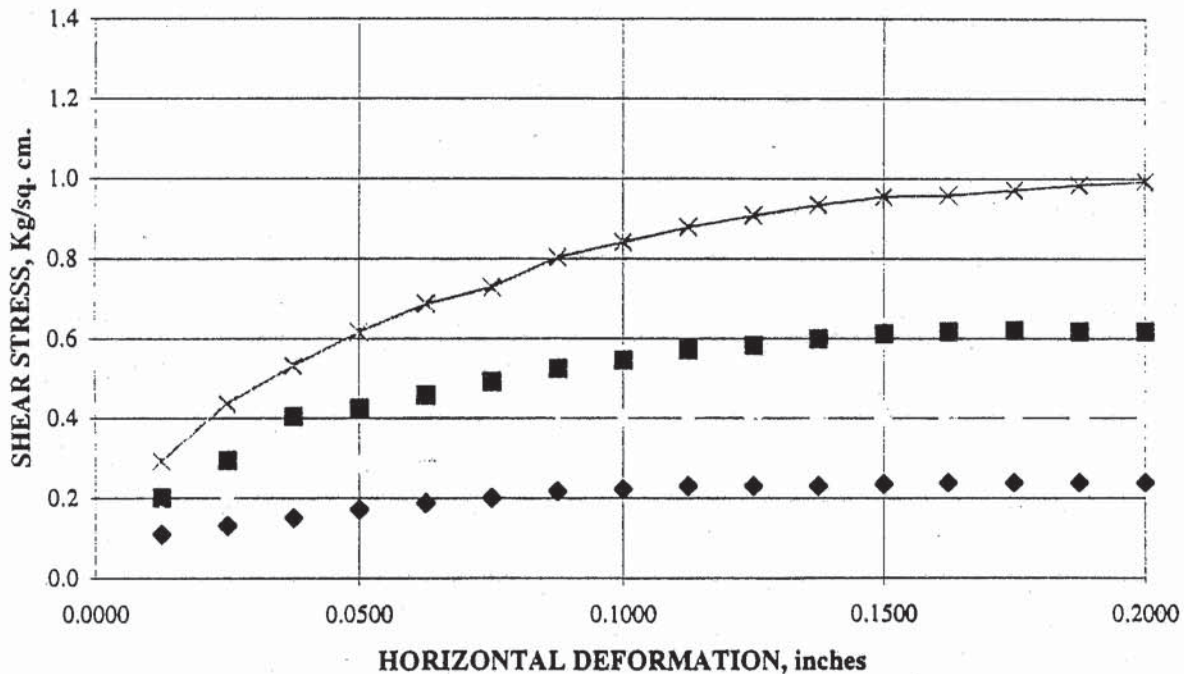
4 @ 5'

Silty F Sand (SM)

Undisturbed

SPECIFIC GRAVITY: 2.67 (assumed)

SAMPLE NO.:	1	2	3	4	AVERAGE
INITIAL					
WATER CONTENT, %	2.0	2.0	2.0	2.0	2.0
DRY DENSITY, pcf	109.7	113.7	106.5	112.4	110.6
SATURATION, %	10.3	11.5	9.5	11.1	10.6
VOID RATIO	0.518	0.466	0.564	0.482	0.508
DIAMETER, inches	2.38	2.38	2.38	2.38	
0.000	0.00	0.00	0.00	0.00	
AT TEST					
WATER CONTENT, %	16.2	15.8	16.3	15.6	16.0
SATURATION, %	83.5	90.5	77.2	86.6	84.4



Section 9

Interconnection Agreement

SCE STANDARD CONTRACT
LONG TERM POWER PURCHASE

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APPENDIX A.3

INTERCONNECTION FACILITIES AGREEMENT
SELLER OWNED AND OPERATED BASIS

376724

SCE STANDARD CONTRACT
LONG TERM POWER PURCHASE

APPENDIX A.3

INTERCONNECTION FACILITIES-SELLER OWNED AND OPERATED FACILITY

A.3.1 Seller shall design, purchase, construct, operate and maintain Seller owned Interconnection Facilities at its sole expense. Edison shall have the right to review the design as to the adequacy of the Protective Apparatus provided. Any additions or modifications required by Edison shall be incorporated by Seller.

A.3.2 Notwithstanding the provisions of Section 13, Seller, having elected to own, operate, and maintain the Interconnection Facilities, shall accept all liability and release Edison from and indemnify Edison against any liability for faults or damage to Seller's Interconnection Facility, the Edison electric system and the public as a result of the operation of Seller's project.

A.3.3 Edison shall have the right to observe the construction of the Interconnection Facilities, and inspect said facilities after construction is completed at the Seller's expense.

A.3.4 (If applicable) Facilities which are deemed necessary by Edison for the proper and safe operation of the Interconnection Facilities and which Seller desires Edison to own and operate at Seller's expense shall be provided as appendant facilities. Edison shall own, operate and maintain any necessary appendant facilities

SCE STANDARD CONTRACT
LONG TERM POWER PURCHASE

1 which may be installed in connection with the
2 Interconnection Facilities at Seller's expense. Edison
3 may, as it deems necessary, modify the aforementioned
4 facilities at Seller's expense.

5 A.3.5 For the appendant facilities, Seller elects (check one):

6 Option I: Edison shall install, own, operate and
7 maintain the appendant facilities and Seller shall pay
8 to Edison the total estimated cost for the appendant
9 facilities prior to the start of construction of the
10 appendant facilities.

11 Option II: Seller shall install at Seller's
12 expense its portion of the appendant facilities in
13 accordance with Rule 21. Within 30 days after
14 installation is complete, Seller shall transfer
15 ownership of the appendant facilities to Edison in a
16 manner acceptable to Edison.

17 A.3.6 Maintenance of facilities referred to in Section A.3.4
18 shall be paid by Seller pursuant to the attached
19 Application and Contract for Interconnection Facilities
20 Plus Operation and Maintenance.

21 A.3.7 To the extent that Edison deems it necessary to effect
22 the arrangements contemplated by this Agreement, Edison
23 may, from time to time, request the Seller to design,
24 install, operate, maintain, modify, replace, repair or
25 remove any or all of the Interconnection Facility.
26 Such equipment and/or Protective Apparatus shall be

SCE STANDARD CONTRACT
LONG TERM POWER PURCHASE

1 treated as Interconnection Facilities and added to the
2 Interconnection Facilities Contract by amendment
3 pursuant to Section A.3.4.

4 A.3.8 Edison shall have the right to review any changes in
5 the design of the Interconnection Facilities and
6 recommend modification(s) to the design as it deems
7 necessary for proper and safe operation of the Project
8 when in parallel with the Edison electric system. The
9 Seller shall be notified of the results of such review
10 by Edison, in writing, within 30 days of the receipt of
11 all specifications related to the proposed design
12 changes. Any flaws perceived by Edison in the proposed
13 design changes, shall be described in the written
14 notice.

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SCE STANDARD CONTRACT
LONG TERM POWER PURCHASE

1 APPLICATION AND CONTRACT FOR INTERCONNECTION FACILITIES
2 PLUS OPERATION AND MAINTENANCE

3 The undersigned Seller hereby requests the Southern
4 California Edison Company (Edison) to provide the appendant
5 facilities described on the last page hereof and by this
6 reference herein incorporated, hereinafter called
7 "Interconnection Facilities." Interconnection Facilities as
8 defined and used herein are a group of Added Facilities which
9 have been designated as Interconnection Facilities, to
10 accommodate negotiation and preparation of contracts for
11 parallel generation projects. Interconnection Facilities, as
12 are Added Facilities, shall be provided in accordance with the
13 applicable Tariff Schedules of Edison. Such Interconnection
14 Facilities are to be owned, operated and maintained by Edison.

15 In consideration of Edison's acceptance of this
16 application, Seller hereby agrees to the following:

- 17 1. If Seller elects Option I in Section A.3.5, Seller shall
18 pay to Edison, prior to the start of construction of the
19 Interconnection Facilities, the total estimated costs for
20 the Interconnection Facility as determined by Edison and
21 entered on the last page hereof. In the event Seller
22 abandons its plans for installation of such Interconnection
23 Facility, for any reason whatsoever, including failure to
24 obtain any required permits, Seller shall reimburse Edison
25 upon receipt of supporting documentation for any and all

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SCE STANDARD CONTRACT
LONG TERM POWER PURCHASE

1 expenses incurred by Edison pursuant to this agreement
2 within thirty (30) days after presentation of a bill.

3 2. If Seller elects Option II in Section A.3.5, Edison shall
4 have the right to observe the construction of the
5 Interconnection Facilities and inspect and test said
6 facilities after construction is completed at the Seller's
7 expense.

8 3. The parties also understand and agree that due to
9 equipment acquisition lead time and construction time
10 requirements, Edison requires a minimum of 9 months from
11 the time of authorization to construct the aforementioned
12 Interconnection Facility and place it in operation.
13 Edison shall have no obligation to Seller with regard to
14 any target date established by Seller which is less than
15 eighteen (18) months from the date this application is
16 executed. However, Edison shall exercise its best effort
17 to meet Seller's projected operational date.

18 4. Seller shall pay a monthly charge for the Interconnection
19 Facilities' operation and maintenance in the amount of
20 0.9% of the added equipment investment as determined by
21 Edison and as entered by Edison on the last page hereof.
22 The monthly charge shall be adjusted periodically in
23 accordance with the pro-rata operation and maintenance
24 charges for added facilities pursuant to Rule No. 2.H.
25 The monthly charge may be based upon estimated costs of
26 //

SCE STANDARD CONTRACT
LONG TERM POWER PURCHASE

1 the Interconnection Facilities and when the recorded book
2 cost of the Interconnection Facilities has been determined
3 by Edison, the charges shall be adjusted retroactively to
4 the date when service is first rendered by means of such
5 Interconnection Facilities. Additional charges resulting
6 from such adjustment shall, unless other terms are
7 mutually agreed upon, be payable within thirty (30) days
8 from the date of presentation of a bill therefor. Any
9 credits resulting from such adjustment will, unless other
10 terms are mutually agreed upon, be refunded upon demand of
11 Seller.

12 5. Whenever a change is made in the Interconnection
13 Facilities which results in changes in the added equipment
14 investment, the monthly charge will be adjusted on the
15 basis of the revised added equipment investment. The cost
16 of such change shall be payable by Seller within sixty
17 (60) days from the date of presentation of a bill
18 thereof. The description of the Interconnection
19 Facilities will be amended by Edison on the last page
20 hereof to reflect any changes in equipment, installation
21 and removal cost, amount of added equipment investment,
22 and monthly charge resulting from any such change in the
23 Interconnection Facilities or adjustment as aforesaid.

24 6. The monthly charges payable hereunder shall commence upon
25 the date when said Interconnection Facilities are
26 available for use but not before service is first

SCE STANDARD CONTRACT
LONG TERM POWER PURCHASE

1 established and rendered through Edison's normal
2 facilities and shall first be payable when Edison shall
3 submit the first energy bill after such date and shall
4 continue until the abandonment of such Interconnection
5 Facilities by Seller, subject to the provisions of
6 Paragraphs 5. and 6. hereof.

7 7. Seller agrees to utilize said Interconnection Facilities
8 in accordance with good operating practice and to
9 reimburse Edison for damage to said Facilities occasioned
10 or caused by the Seller or any of his agents, employees or
11 licensees. Failure so to exercise due diligence in the
12 utilization of said Interconnection Facilities will give
13 Edison the right to terminate this agreement.

14 8. Edison's performance under this Contract is subject to the
15 availability of materials required to provide the
16 Interconnection Facilities provided for herein and to all
17 applicable Tariff Schedules of Edison.

18 9. This Application and Contract for Interconnection
19 Facilities supplements the appropriate application and
20 contract(s) for electric service presently in effect
21 between Seller and Edison.

22 //

23 //

24 //

25 //

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SCE STANDARD CONTRACT
LONG TERM POWER PURCHASE

10. This Contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

DATED: April 16, 1985

SELLER: Flowind Corporation

WITNESS: William T. McCorkay

BY: William R. Archibald
William R. Archibald
Vice President

Approved and Accepted for
SOUTHERN CALIFORNIA EDISON COMPANY

Mail (Address)

1183 Quarry Lane

Pleasanton, CA 94566

By [Signature]
Edward A. Myers, Jr.
Vice President

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APPROVED AS TO FORM:
JOHN F. DUEY
Vice President and General Counsel
By [Signature]
April 15, 1985 Attorney

SCE STANDARD CONTRACT
LONG TERM POWER PURCHASE

1 SERVICE ADDRESS: Section 3, Township 3 South, Range 3 East, SBBM

2 DATE APPLICANT DESIRES INTERCONNECTION FACILITIES
AVAILABLE: December 31, 1985

3 DATE APPLICANT WILL BEGIN CONSTRUCTION OF THE GENERATING
4 FACILITY: July 1, 1985

5 DESCRIPTION OF INTERCONNECTION FACILITIES:

6 Seller is to provide and install the grading, foundations, and
subsurface work for the on-site facilities described below:

7 Seller is to provide and install

8 30 MVA 115-12 kV substation, ownership of the 115 kV
9 circuit breaker to be transferred to Edison in accordance
with Section A.3.5 of this Agreement.

10 Relay Protection
11 CTs and PTs

12 Edison is to provide and install:

13 115 kV line tap
14 One-fourth mile, 115 kV line extension
TOU-8 metering
Telecommunications

15 TOTAL COST OF INTERCONNECTION FACILITIES*: ESTIMATED \$442,100

16 ADDED INVESTMENT*: ESTIMATED \$424,100

17 ADDED INVESTMENT: RECORDED BOOK COST \$ _____

18 ESTIMATED INSTALLATION AND REMOVAL COST*: \$68,000

19 ONE-TIME CHARGE: \$18,000

20 DATE SERVICE FIRST RENDERED BY MEANS OF THE
21 INTERCONNECTION FACILITIES: _____

22 *NOTES:

- 23 1. Cost estimates are for information purposes only and are
not binding unless provided in writing by Edison pursuant
to a written request by Seller.
- 24 2. Common facilities are being constructed to serve more than
one facility. Costs shown are the Seller's prorata share
25 of the common facilities plus the total costs of the
facilities dedicated to the Seller's project.
- 26 3. One-time charge of \$18,000 will not be subject to the
monthly added facilities charge.



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Palm Springs-South Coast Field Office

690 West Garnet Avenue

P.O. Box 581260

North Palm Springs, CA 92258



APR 20 2003

IN REPLY REFER TO:

2800

CA-19151

(CA-066.65)

CERTIFIED MAIL 7002 0510 0000 5047 9978

RETURN RECEIPT REQUESTED

Handwritten:
April
19/03

DECISION

Mark Technologies Corporation

Attn: Mark Jones

1411 Fourth Avenue Suite 820

Seattle Washington, 98101

Right-of-Way Grant # CA-19151

RIGHT OF WAY AMENDMENT APPROVED

On January 5, 1987 the Bureau of Land Management issued Right-of-Way (R/W) grant number CACA-19151, pursuant to Title V of the Federal Land Policy and Management Act of 1976 (43 U. S. C. 1761), a nonexclusive nonpossessory R/W to Mark Technologies Corp., for the construction, operation and maintenance of a power line for the wind energy facility located in T2S., R.3E., Section 34.

On September 24, 2002, an application was received to amend their power line right-of-way grant to allow for an extension of the expiration date from January 4, 2017, to December 27, 2032, to coincide with the expiration date on their land lease.

A Categorical Exclusion analyzing this proposal was completed. It is the decision of the BLM to approve this amendment as proposed. All other terms and conditions of this R/W grant will apply.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1.

If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulations contained in 43 CFR 4.21 (58 FR 4939,

January 19, 1993) or 43 CFR 2804.1 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay **must** also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

19 JOHN KALISH

James G. Kenna
Field Manager

Amendment #2
Serial #CA-19151

LAND REPORT AND DECISION RECORD

Type of Action R/W Application-Amendment #2 District California Desert
Applicant's Name Mark Technologies Corp Resource Area India
Address 711 Van Ness Avenue State California
San Francisco, CA 94102 County Riverside

LANDS INVOLVED

Township	Range	Meridian	Section	Subdivision	Acres	Length	Width
T. 2S,	R. 3E,	SBM	34	SW 1/4	3.42	For transmission line	
					0.40	Switching Substation	

I. Environmental Compliance

We have reviewed the proposed action and have determined the action will have no significant effect on the quality of the human environment, and will not involve unresolved conflicts concerning alternative uses of available resources. This action as listed in 516 DM 6 Appendix 5.4 B(20) & (20) is categorically excluded from the NEPA process. The nine exceptions to a categorical exclusion as listed in 516 DM 2.3A(3) do not apply.

Environmental Coordinator _____ Date _____

Area Manager Russell Calderby _____ 12/30/88 Date

II. Recommendation/Decision

Recommendation. I recommend that the proposed action be approved as the Bureau's decision on the proposed action, subject to attached special stipulations (if applicable).

Realty Specialist Alisa Vigil _____ 12/30/88 Date

Decision. I have reviewed the recommendation on the proposed action contained in this Land Report and approve the recommendation as the decision of the Bureau on the proposed action.

Area Manager Russell Calderby _____ 12/30/88 Date

Proposed Action and Alternatives

Proposed Action

On December 28, 1988, Mark Technologies Corporation filed amendment number two to their existing right-of-way grant CA-19151 under Title V of the Federal Land Policy and Management Act of 1976 (FLPMA).

The EA for the original right-of-way grant and the first amendment will be attached for further information.

Mark Technologies proposes the following for the second amendment:

The 115 KV transmission line was to enter the switching substation from the southeast at a 100-foot width. Mark Technologies would like to amend that portion of line as shown on Exhibit (C) Amendment #2 dated 12/28/88, to enter the substation from the northeast side. The transmission line will stay at the 100-foot width up to the south boundary of Mesa Wind's existing 2.3 KV line and will then be reduced to a 45-foot width crossing Mesa Wind line traversing north-west to enter the substation. The 45 foot width is recommended at this point so that the R/W does not overlap onto the grazing permittees working area.

The 45-foot width line will include installation of one power pole and guy anchor(s). This line will enter the substation from the northeast and exit from the southwest end of substation. Amendment #2 will also be to install a line, power pole and two guy anchors at the southwest end of the substation which will then be used to interconnect to the SCE existing 115 KV line as shown on Exhibit (C) Amendment #2.

The additional line to the northeast will add approximately 0.10 acre to the first amendment making it 3.42 acres for the entire transmission line. The switching substation and the southwest interconnecting line will encompass together approximately 0.40 acre. The latter two will later be assigned to SCE, while the northeast line R/W will not.

Alternative Route

This is the second amendment submitted by Mark Technologies in order to comply with Southern California Edison's requirements. This is the most direct route feasible and suitable for all parties involved.

Environmental Impacts

The granting of R/W amendment #2 with minor modifications or additions to the original R/W is categorically excluded from environmental assessment under 516 DM 5.4B (21) and (29), and an EA is therefore not required.

Recommendation/Rational

It is recommended that Amendment #2 R/W Application CA-19151 be approved, subject to the following specific requirements, the original stipulations contained in CA-19151 H and I and amendment #1 stipulations attached hereto:

1. Amendment #2 is for placement of a transmission line with power poles and guy wires/anchors only.
2. No other uses shall be allowed (e.g., storage, parking etc.) within the highlighted areas as shown on Exhibit (C) Amendment #2 dated 12/28/88.
3. Once construction is complete Mark Technologies will rehabilitate areas of disturbance in a manner found suitable by an authorized BLM Officer. Revegetation will be done according to Exhibit (C) (Revegetation Plan) in coordination with BLM officer.
4. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this amended right-of-way in strict conformity with the ASL plan of development which is approved and made part of amendment #2 dated 12/28/88. Any relocation, additional construction, or use that is not in accord with the approved ASL plan of development, shall not be initiated without the prior written approval of the authorized officer.

Section 10

Microwave Communications Link Owners Notification

Microwave Link Owners Information

Microwave Link Owners	Call Sign	Lat (DMS)	Lon (DMS)	Status	FID	State
Azulstar, INC	WQID902	33,55,29.3	116,36,53.8	Licensed	212501	CA
Azulstar, INC	WQID902	33,55,29.3	116,36,53.8	Licensed	212502	CA
Azulstar, INC	WQID902	33,55,29.3	116,36,53.8	Licensed	212503	CA
County of Riverside	KMV21	33,55,26	116,37,1	Licensed	8308	CA
County of Riverside	KMV22	33,55,26	116,37,1	Licensed	8311	CA
County of Riverside	KMV23	33,55,26	116,37,1	Licensed	8312	CA
County of Riverside	WPNM284	33,55,26	116,37,1	Licensed	113050	CA
Los Angeles SMSA Limited Partnership	WHC947	33,55,27	116,36,59	Licensed	32846	CA
Los Angeles SMSA Limited Partnership	WLM876	33,55,27.1	116,36,59.1	Licensed	50333	CA
Los Angeles SMSA Limited Partnership	WLN479	33,55,27.1	116,36,59.1	Licensed	50728	CA
Los Angeles SMSA Limited Partnership	WLL912	33,55,27.1	116,36,59.1	Licensed	123679	CA
Southern California Gas Company	WEH482	33,55,24	116,37,1	Licensed	27707	CA
Southern California Gas Company	WEH483	33,55,24	116,37,1	Licensed	27710	CA
Southern California Gas Company	WEH484	33,55,24	116,37,1	Licensed	27715	CA
SunLine Transit Agency	WQBZ462	33,57,20	116,39,17	Licensed	168189	CA
SunLine Transit Agency	WQBZ463	33,57,20	116,39,17	Licensed	168191	CA
Union Pacific Railroad	WPQN931	33,55,23.1	116,37,1.1	Licensed	128969	CA
Union Pacific Railroad	KRG93	33,55,23	116,37,1	Licensed	12293	CA
Caritas Telecommunications	WPOM486	33,55,20	116,37,3	Expired	126294	CA
Caritas Telecommunications	WPOM765	33,55,20	116,37,3	Expired	126505	CA
Caritas Telecommunications	WPOM765	33,55,20	116,37,3	Expired	126506	CA
Caritas Telecommunications	WPQL216	33,55,20	116,37,3	Expired	127547	CA
New Cingular Wireless PCS, LLC	WQCL275	33,55,28.7	116,36,53.3	Cancelled	170461	CA
New Cingular Wireless PCS, LLC	WQCL276	33,55,28.7	116,36,53.3	Cancelled	170463	CA
New Cingular Wireless PCS, LLC	WQCY922	33,55,28.7	116,36,53.3	Cancelled	172762	CA
Coachella Valley Water District	WQV36	33,56,7	116,38,25	Cancelled	121785	CA
Coachella Valley Water District	WQV37	33,56,7	116,38,25	Cancelled	121788	CA
Los Angeles SMSA Limited Partnership	WPZS302	33,55,27.1	116,36,59.1	Cancelled	161545	CA

November 5, 2019
Tommy D. Edwards Jr.
SunLine Transit Agency
32-505 Harry Oliver Trail
Thousand Palms, CA 92276

Dear Tommy D. Edwards Jr.,

AM Wind Repower LLC, an associate of Brookfield Renewable Partners, LLC, is proposing to repower an existing commercial wind energy project in unincorporated Riverside County, CA. The application process for commercial wind energy projects in Riverside County requires applicants to notify operators of any microwave communications link within two miles of any Wind Energy Conversion System (WECS).

During a search of frequency-based communications systems in the vicinity, we identified two SunLine Transit Agency microwave communications links (call signs **WQBZ462**, and **WQBZ463**) that are within two miles of the project. Even though we expect the effects on microwave communications to be minimal, we are looking for any comments you may have.

Please contact me at 213-212-0781 or by email at jonathan.kirby@brookfieldrenewable.com with a copy to Emily Capello, at ecapello@aspeneg.com if you have any questions or comments.

Sincerely,



Jonathan Kirby

November 5, 2019
David J. Lachapelle
Brad G. Zielie
Union Pacific Railroad
1400 Douglas St. Stop 0650
Omaha, NE 68179

Dear David J. Lachapelle and Brad G. Zielie,

AM Wind Repower LLC, an associate of Brookfield Renewable Partners, LLC, is proposing to repower an existing commercial wind energy project in unincorporated Riverside County, CA. The application process for commercial wind energy projects in Riverside County requires applicants to notify operators of any microwave communications link within two miles of any Wind Energy Conversion System (WECS).

During a search of frequency-based communications systems in the vicinity, we identified two Union Pacific Railroad microwave communications links (call signs **KRG93**, and **WPQN931**) that are within two miles of the project. Even though we expect the effects on microwave communications to be minimal, we are looking for any comments you may have.

Please contact me at 213-212-0781 or by email at jonathan.kirby@brookfieldrenewable.com with a copy to Emily Capello, at ecapello@aspenerg.com if you have any questions or comments.

Sincerely,



Jonathan Kirby

November 5, 2019
Licensing Manager
Los Angeles SMSA Limited Partnership
NP2NE Network Engineering
5055 North Point Parkway
Alpharetta, GA 30022

Dear Licensing Manager,

AM Wind Repower LLC, an associate of Brookfield Renewable Partners, LLC, is proposing to repower an existing commercial wind energy project in unincorporated Riverside County, CA. The application process for commercial wind energy projects in Riverside County requires applicants to notify operators of any microwave communications link within two miles of any Wind Energy Conversion System (WECS).

During a search of frequency-based communications systems in the vicinity, we identified four Los Angeles SMSA Limited Partnership microwave communications links (call signs **WHC947**, **WLM876**, **WLN479**, and **WLL912**) that are within two miles of the project. Even though we expect the effects on microwave communications to be minimal, we are looking for any comments you may have.

Please contact me at 213-212-0781 or by email at jonathan.kirby@brookfieldrenewable.com with a copy to Emily Capello, at ecapello@aspenege.com if you have any questions or comments.

Sincerely,



Jonathan Kirby

November 5, 2019

Jay S. Newman
Caritas Telecommunications
Shook, Hardy and Bacon LLP
600 14th Street NW Suite 800
Washington, DC 20005

Dear Jay S. Newman,

AM Wind Repower LLC, an associate of Brookfield Renewable Partners, LLC, is proposing to repower an existing commercial wind energy project in unincorporated Riverside County, CA. The application process for commercial wind energy projects in Riverside County requires applicants to notify operators of any microwave communications link within two miles of any Wind Energy Conversion System (WECS).

During a search of frequency-based communications systems in the vicinity, we identified three Caritas Telecommunications microwave communications links (call signs **WPOM486**, **WPOM765**, and **WPQL216**) that are within two miles of the project. Through a records search, it appears the status of these microwave links is expired, but in the interest of potential future use, we wanted to provide this information to you. Even though we expect the effects on microwave communications to be minimal, we are looking for any comments you may have.

Please contact me at 213-212-0781 or by email at jonathan.kirby@brookfieldrenewable.com with a copy to Emily Capello, at ecapello@aspenerg.com if you have any questions or comments.

Sincerely,



Jonathan Kirby

November 5, 2019
Howard Newton
County of Riverside
RCIT/PSEC Communications Division
7195 Alessandro Boulevard
Riverside, CA 92506

Dear Howard Newton,

AM Wind Repower LLC, an associate of Brookfield Renewable Partners, LLC, is proposing to repower an existing commercial wind energy project in unincorporated Riverside County, CA. The application process for commercial wind energy projects in Riverside County requires applicants to notify operators of any microwave communications link within two miles of any Wind Energy Conversion System (WECS).

During a search of frequency-based communications systems in the vicinity, we identified four County of Riverside microwave communications links (call signs **KMV21**, **KMV22**, **KMV23** and **WPNM284**) that are within two miles of the project. Even though we expect the effects on microwave communications to be minimal, we are looking for any comments you may have.

Please contact me at 213-212-0781 or by email at jonathan.kirby@brookfieldrenewable.com with a copy to Emily Capello, at ecapello@aspenerg.com if you have any questions or comments.

Sincerely,



Jonathan Kirby

November 5, 2019
Mary N. O'Connor
Azulstar, Inc
Wilkinson Barker Knauer, LLP
1800 M Street, NW Suite 800N
Washington, DC 20036

Dear Mary N. O'Connor,

AM Wind Repower LLC, an associate of Brookfield Renewable Partners, LLC, is proposing to repower an existing commercial wind energy project in unincorporated Riverside County, CA. The application process for commercial wind energy projects in Riverside County requires applicants to notify operators of any microwave communications link within two miles of any Wind Energy Conversion System (WECS).

During a search of frequency-based communications systems in the vicinity, we identified three Azulstar, Inc. microwave communications links (call sign **WQID902**, FID#s 212501, 212502, and 202503) that are within two miles of the project. Even though we expect the effects on microwave communications to be minimal, we are looking for any comments you may have.

Please contact me at 213-212-0781 or by email at jonathan.kirby@brookfieldrenewable.com with a copy to Emily Capello, at ecapello@aspenerg.com if you have any questions or comments.

Sincerely,



Jonathan Kirby

November 5, 2019
Douglas A. Svor
Brian D. Weimer
Southern California Gas Company
2099 Pennsylvania Ave NW Suite 100
Washington, DC 20006

Dear Douglas A. Svor and Brian D. Weimer,

AM Wind Repower LLC, an associate of Brookfield Renewable Partners, LLC, is proposing to repower an existing commercial wind energy project in unincorporated Riverside County, CA. The application process for commercial wind energy projects in Riverside County requires applicants to notify operators of any microwave communications link within two miles of any Wind Energy Conversion System (WECS).

During a search of frequency-based communications systems in the vicinity, we identified three Southern California Gas Company microwave communications links (call signs **WEH482**, **WEH483**, and **WEH484**) that are within two miles of the project. Even though we expect the effects on microwave communications to be minimal, we are looking for any comments you may have.

Please contact me at 213-212-0781 or by email at jonathan.kirby@brookfieldrenewable.com with a copy to Emily Capello, at ecapello@aspeneq.com if you have any questions or comments.

Sincerely,



Jonathan Kirby

From: [FCCMW](#)
To: [Grace Weeks](#)
Cc: [Emily Capello](#)
Subject: RE: Mesa Wind Repower Microwave Link Information
Date: Wednesday, November 6, 2019 12:35:25 PM
Attachments: [image001.png](#)

These call signs are no longer active.

Thanks.

From: Grace Weeks <gweeks@aspeneq.com>
Sent: Wednesday, November 06, 2019 1:02 PM
To: FCCMW <FCCMW@att.com>
Cc: Emily Capello <Ecapello@aspeneq.com>
Subject: Mesa Wind Repower Microwave Link Information

Dear Leslie Wilson and Reginald Youngblood,

Please see attached letter regarding the Mesa Wind Repower Project. Hardcopy of the letter to follow.

Regards,
Grace Weeks



Grace M. Weeks
Environmental Scientist II
www.aspeneq.com

235 Montgomery Street, Suite 640
San Francisco, CA 94104
Office: 415-696-5300
Cell: 619-405-9224

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November 5, 2019
Leslie Wilson
New Cingular Wireless PCS, LLC
AT&T Mobility LLC
3300 E. Renner Road, B3132
Richardson, TX 75082

Dear Leslie Wilson,

AM Wind Repower LLC, an associate of Brookfield Renewable Partners, LLC, is proposing to repower an existing commercial wind energy project in unincorporated Riverside County, CA. The application process for commercial wind energy projects in Riverside County requires applicants to notify operators of any microwave communications link within two miles of any Wind Energy Conversion System (WECS).

During a search of frequency-based communications systems in the vicinity, we identified one New Cingular Wireless microwave communications link (call sign **WQCL275**) that is within two miles of the project. Even though we expect the effects on microwave communications to be minimal, we are looking for any comments you may have.

Please contact me at 213-212-0781 or by email at jonathan.kirby@brookfieldrenewable.com with a copy to Emily Capello, at ecapello@aspeneq.com if you have any questions or comments.

Sincerely,



Jonathan Kirby

November 5, 2019
Reginald Youngblood
New Cingular Wireless PCS, LLC
AT&T Mobility LLC
2200 N. Greenville Ave. 1W
Richardson, TX 75082

Dear Reginald Youngblood,

AM Wind Repower LLC, an associate of Brookfield Renewable Partners, LLC, is proposing to repower an existing commercial wind energy project in unincorporated Riverside County, CA. The application process for commercial wind energy projects in Riverside County requires applicants to notify operators of any microwave communications link within two miles of any Wind Energy Conversion System (WECS).

During a search of frequency-based communications systems in the vicinity, we identified one New Cingular Wireless microwave communications link (call sign **WQCL276**) that is within two miles of the project. Even though we expect the effects on microwave communications to be minimal, we are looking for any comments you may have.

Please contact me at 213-212-0781 or by email at jonathan.kirby@brookfieldrenewable.com with a copy to Emily Capello, at ecapello@aspeneq.com if you have any questions or comments.

Sincerely,



Jonathan Kirby

Section 11

Dust Control Plan

ALTA MESA WECS PERMIT APPLICATION

Dust and Erosion Control Plan

Prepared for:

AM Wind Repower

Prepared by:



Aspen Environmental Group
235 Montgomery Street, Suite 640
San Francisco, CA 94104

December 2019

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Dust and Erosion Control Plan

1. Introduction

The objective of this Dust and Erosion Control Plan (Plan) is to detail the practices designed to address potential impacts from construction of the AM Wind Repower Project (the project), as proposed by Brookfield within the unincorporated area of Riverside County (County). This Plan has been developed as part of the Commercial Wind Energy Conversion System (WECS) permit application for review by the County Planning Department.

The Dust and Erosion Control Plan:

- Defines the roles and responsibilities of the people that are responsible for implementing the Plan;
- Describes the applicable dust control rules;
- Identifies sources of fugitive dust that are anticipated to occur during construction and methods of dust and erosion control; and
- Describes the monitoring requirements to ensure compliance with this Plan and applicable rules.

Summary

According to the Riverside County, Planning Department filing instructions,¹ the contents of the WECS permit application must include a Dust Control Summarization Sheet as a required attachment. The County requires the Dust and Erosion Control Plan to specify the time and manner for compliance with proposed erosion control standards and the devices for accomplishing compliance.

The filing instruction specify the following contents for a Dust and Erosion Control Plan:

- Calculation of wind-blown dust created by the project and relation of the results to the state and federal ambient air quality standards. This calculation and results will be provided in the project-specific CEQA document. Compliance with SCAQMD Rule 403 will limit PM10 levels to not exceed 50 micrograms per cubic meter.
- Erosion control devices plans and specifications relevant to the project and its location. Such control devices may include, but not limited to, vegetative barriers, wall, fences, landscaping, temporary and/or permanent ground covers, paving, soil stabilizers, and water or other material for holding the disturbed or unstabilized soils in place. This Plan identifies the methods of dust and erosion control for the project.
- The Dust and Erosion Control Plan will be coordinated with the project Site Disturbance Plan. The Site Disturbance Plan in support of the WECS permit application will identify the following erosion control techniques:
 - Site Disturbance Plan, Phase I – Minimizing Site Disturbance: Indicate the location and placement of construction site posting or staking as required by Ordinance. This should include a typical WECS turbine site as well as roadway and property line staking. Indicate time of year the grading will occur and whether grading is proposed in the strongest wind season (March through May.) Indicate if site development will be phased for dust control maintenance purposes. The requirements of the County Fire Department should be shown and evaluated.

¹ Riverside County "Filing Instructions for Commercial Wind Energy Conversion Systems (WECS) Permit Application." Revised 7/30/2018. (295-1069 WECS-Commercial Application - Filing Instructions Handout.docx.)

- Site Disturbance Plan, Phase II – Minimizing Erosion after Grading: Vegetative erosion control devices shall be described together with provisions for placement, maintenance, and irrigation systems. Should temporary irrigation systems be used, state the length of time of the system use will occur (e.g. time needed for rye or grass to germinate and become visible.) Indicate whether paving will be used and where, describe spreading applications of gravel or rock; if water is to be applied to construction areas and access routes, specific source and frequency of application and numbers of trucks per day needed; indicate if oil or chemical such as calcium chloride is to be used.

1.1 Project Overview

Brookfield Renewable proposes to repower the existing AM Wind Project. The project would remove the existing 159 legacy turbines and install up to 14 new turbines for up to 39 megawatts (MW) of power. The project is located 11 miles northwest of the City of Palm Springs, on land zoned as Wind Energy (W-E). W-E zoning allows the development of wind energy subject to the approval of a Commercial WECS application. The original project was approved in 1986 and was installed in three phases between 1987 and 1997.

Under the repower, the new wind turbine generators would have a maximum tip height (top of foundation to blade tip at apex) of up to 500 feet. The repower would remain within the existing project boundaries. The transmission line that ties into Southern California Edison's Substation can accommodate the repowered project and therefore would not need to be upgraded. The project would use existing access roads from Haugen-Lehmann Way to an existing dirt road on land administered by the Bureau of Land Management to reach the AM property. The existing dirt road would be widened and improved in certain areas, primarily on BLM land. The road would be shared with the adjacent Mesa Wind Project. The project would also share a proposed temporary construction area/laydown yard on the Mesa Wind Project site.

The project site is not within a designated 100-year floodplain.

1.2 Roles and Responsibilities

The roles and responsibilities of key parties to be involved in implementing this Plan will be as follows.

The construction contractor would:

- Provide the designated fugitive dust control supervisor;
- Manage implementation of the Plan; and
- Be responsible for implementing the fugitive dust control measures specified in the Plan during construction.

The dust control supervisor would also:

- Have the Plan available at the construction site at all times during construction;
- Implement the Plan and ensure that all employees, workers, and subcontractors know their responsibilities regarding dust control;
- Monitor construction activity to ensure compliance with the Plan;
- Record and report incidents; and
- Identify when "best available control measures" are not adequate and when additional or standby control measures (e.g., increased watering) shall be implemented.

2. Applicable Dust Control Rules

The fugitive dust control rules promulgated by Riverside County and the South Coast Air Quality Management District (SCAQMD) contain fugitive dust control requirements that will be implemented by the construction contractor. A brief summary of applicable requirements is provided in the following list.

2.1 Local Ordinances and Regulations

The construction contractor shall review the local ordinances and air district rules to ensure Project compliance.

- **Riverside County Ordinance 348.** Provides for land use planning and zoning regulations and related functions. As noted, the AM site is zoned W-E and will follow all applicable regulations during the WECS permitting process.
- **Riverside County Ordinance 484.** Requires protective actions from landowners disturbing sandy or sandy loam soils so as to prevent substantial quantities of soil from being deposited on public roads and private property. The project site is mountainous, and project activities are not likely to disturb substantial quantities of sandy or sandy loam soil. This Plan includes measures to prevent soil from being deposited on public roads and private property.
- **Riverside County Ordinance 742.** Establishes minimum requirements for construction and demolition activities and other specified sources in order to reduce man-made fugitive dust and corresponding PM10 emissions.
- **SCAQMD Rule 401 (Visible Emissions).** Limits visible emissions. This Plan includes measures to reduce fugitive dust and to avoid visible emissions during construction.
- **SCAQMD Rule 402 (Public Nuisance).** Prohibits the discharge of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to the public or which endanger the comfort, response, health or safety of the public or which cause injury or damage to business or property. This Plan includes measures to reduce emissions of dust during construction.
- **SCAQMD Rule 403 (Fugitive Dust).** Limits fugitive emissions from certain bulk storage, earthmoving, construction and demolition, and manmade conditions that may cause wind erosion. This rule requires all active operations to use the applicable “best available control measures” in Table 1 of Rule 403 to minimize fugitive dust emissions from each fugitive dust source type within the active operation. Per the definitions in SCAQMD Rule 403, the project construction activities would qualify as “large operations” by containing 50 acres or more of disturbed surface area. Accordingly, AM Wind Repower or its contractors would need to submit a fully executed Large Operation Notification (Form 403 N) to the SCAQMD Executive Officer within 7 days of qualifying as a large operation and implement the “additional requirements for large operations” set forth in Rule 403(e). Pursuant to Rule 403(e), AM Wind Repower would implement the applicable actions specified in Table 2 of Rule 403 at all times and implement the applicable actions specified in Table 3 of Rule 403 when the applicable performance standards cannot be met through use of Table 2 actions. This Plan includes measures to implement the best available control measures and additional requirements for large operations.
- **SCAQMD Rule 403.1 (Supplemental Fugitive Dust Control Requirements For Coachella Valley Sources).** The provisions of this rule are supplemental to Rule 403 requirements and apply only to fugitive dust sources in the Coachella Valley. Portions of the project site that are within two miles north of the centerline of Interstate I-10 would be within the Coachella Valley Blowsand Zone, defined in Rule 403.1. This Plan includes measures to stabilize materials to reduce wind-driven fugitive dust.

- **SCAQMD Rule 1466 (Soils with Toxic Air Contaminants).** Requires ambient monitoring, dust control measures, notification, signage, and recordkeeping for projects conducting earth-moving activities of soil with applicable toxic air contaminants. No applicable toxic air contaminants are known to occur within the soils of the project site.

2.2 SCAQMD Dust Control Plan Guidelines and Approval Process

Compliance Requirements for SCAQMD Rule 403.1, for projects with 10 or more acres of disturbed surfaces, include submitting to SCAQMD the following:²

- SCAQMD Form 400-A (Application for Permit to Construct and Permit to Operate)
- SCAQMD Form OD (Ownership Designee)
- SCAQMD Form A (Fugitive Dust Control Plan Application)
- Site location map
- Site Specific Fugitive Dust Control Plan
- SCAQMD Form 403N (Large Operation Notification), within 7 days of qualifying as a large operation.

3. Methods of Dust and Erosion Control

Travel on Unpaved Surfaces

- During construction, all unpaved roads, disturbed areas (e.g., areas of scraping, excavation, backfilling, grading, and compacting), and loose materials generated during construction activities shall be stabilized with a non-toxic soil stabilizer or soil weighting agent or watered two times daily or as frequently as necessary to minimize fugitive dust generation. Non-water-based soil stabilizers shall be as efficient as or more efficient for fugitive dust control than ARB-approved soil stabilizers and shall not increase any other environmental impacts, including loss of vegetation, adverse odors, or emissions of ozone precursor reactive organic gases (ROG) or volatile organic compounds (VOC).
- The main access roads through the site shall be either paved or stabilized using soil binders, or equivalent methods, to provide a stabilized surface that is similar for the purposes of dust control to paving, that may or may not include a crushed rock (gravel or similar material with fines removed) top layer, prior to initiating construction. Delivery, laydown, and staging areas for construction or O&M supplies shall be paved or treated prior to taking initial deliveries.
- Grading and earthwork activities, including vegetation removal, cut and fill movement, and soil compacting, shall occur in phases to minimize the overall amount of exposed or disturbed area across the site on any single day.
- No vehicle shall exceed 15 miles per hour on unpaved areas within the construction site.
- Visible speed limit signs shall be posted at the construction site entrances.

Travel on Paved Roads

- All construction equipment vehicle tires shall be inspected and washed as necessary to be cleaned free of dirt prior to entering paved roadways.

² Rule 403 and 403.1 Dust Control Information can be found at : <http://www.aqmd.gov/home/rules-compliance/compliance/rule-403-dust-control-information>.

- All unpaved exits from the construction site shall be graveled or treated to prevent track-out onto public roadways.
- All paved roads within the construction site shall be swept daily or as needed (less during periods of precipitation) on days when construction activity occurs to prevent the accumulation of dirt and debris.
- At least the first 500 feet of any paved public roadway exiting the construction site or exiting other unpaved roads to access the construction site or staging areas shall be swept as needed when dirt or runoff resulting from the construction activities is visible on the paved public roadway.
- Soil truck loads will be covered, and gate seals on dump trucks will be tight.

Disturbed Surface Area – During Active Construction

- Graded site surfaces will be stabilized upon completion of grading when subsequent development is delayed or expected to be delayed more than twenty days, except when such a delay is due to precipitation that dampens the disturbed surface sufficiently to eliminate visible fugitive dust emissions.

Disturbed Surface Area – Erosion Control Post-Construction

- After active construction operations have ceased within a disturbed surface area, within twenty days the area will be treated with a vegetative ground cover (in compliance with practices to protect biological resources) or treated with a dust suppressant to create a stabilized surface.

Earthmoving Activity and Storage Piles

- When wind speeds exceed 25 miles per hour (mph), construction contractors will minimize new disturbance to the extent possible and/or mobilize additional water trucks to minimize fugitive dust from exposed surfaces.

One of the following measures will be implemented for open storage piles of loose material:

- Enclose storage pile
- Cover pile with tarp
- Water three times daily
- Apply non-toxic soil binders according to manufacturer specifications

Standby Control Measures

If, after implementation of the RACMs dust emissions have not been reduced to acceptable levels, standby control measures would be immediately implemented. Standby control measures may include additional watering of disturbed areas or soil piles, application or additional applications of soil stabilizers, covering excavated soil piles, temporarily reducing the permitted speed limits, or temporarily suspending the source of the dust emissions until wind speed is reduced.

4. Monitoring Requirements

- The contractor shall send a representative (designated fugitive dust control supervisor) to the Coachella Valley Fugitive Dust Control Class.³
- The contractor shall compile written daily records to document the specific actions taken to comply with this Plan and with SCAQMD Rule 403 and 403.1.
- The contractor shall monitor daily wind speeds to determine when wind speeds are anticipated to exceed 25 mph. The contractor shall record the dates and the actions taken to minimize fugitive dust emissions during high-wind events.
- The contractor shall provide a list of proposed control devices to be used to reduce the amount of material tracked onto paved roads. The contractor shall monitor track-out procedures taken, noting the actions taken at the conclusion of each workday or evening shift.
- The contractor shall notify AM Wind Repower when construction has been completed in a defined area, within 5 business days of the last day of activity.
- The contractor shall maintain a list of the inactive disturbed areas and the mitigation measures used to reduce fugitive dust and shall routinely monitor the inactive areas to verify that there are no fugitive dust events.
- The contractor shall maintain compliance with all applicable rules and regulations, including SCAQMD Rules 401, 402, 403, and 403.1, as well as the measures described in this Dust and Erosion Control Plan.

5. Plan Approval

This Plan has been prepared to address the Riverside County, Planning Department filing requirements for a Commercial WECS permit application. AM Wind Repower requests review and approval of this Plan from the Planning Department for consistency with the intent and purpose of County ordinances.

Upon receipt of the WECS permit and/or Record of Decision, this Plan may be amended to reflect the information in the clearance and approval documents. As a condition of approval, the Planning Department may require re-application if significant changes are made to this Plan or if the Planning Department determines that AM Wind Repower is not in compliance with the Plan.

³ Dust Control Class information can be found at: <http://www.aqmd.gov/home/programs/business/training-403-403-1-fugitive-dust>.

Section 12

Off-Site Construction and Operation Access Routes

PROJECT MEMORANDUM
AM WIND REPOWER PROJECT

Date: January 6, 2020
To: Riverside County Planning
From: Emily Capello
Subject: AM Wind Repower Project – Off-Site Construction and Operation Access Routes

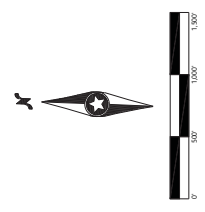
As required in the WECS Application, this Memo outlines the off-site construction and operation access routes for the AM Wind Repower Project. It also includes a map showing the Delivery Flow Plan. This information was provided by Westwood, a surveying and engineering company.

The AM Wind Repower Project has made a number of assumptions about how construction traffic will route to and through the project to determine which roads are anticipated to be subject to construction loading. These assumptions are based on Westwood's experience with other utility-scale wind farm construction projects. The following is a summary of assumptions used:

- Turbine components will be routed to the project footprint via Interstate 10 and through local roads, all of which are paved until reaching the wind project site.
- Turbine components will be delivered on several trucks that are oversized and/or over-long that require overweight and oversize permits from California Department of Transportation and the County. They typically contain additional axels (as many as 14 axels on a vehicle) to distribute the heavy loads. The controlling axle loads on these vehicles conform to Department of Transportation Permit Vehicle configurations.
- Construction equipment, including rough terrain cranes and crawler cranes will be transported to the project using semi-trailer trucks. The semi-trailer trucks used to transport construction equipment are either legal weight trucks or conform to a standard permit load for travel on public roads.
- The substation components are typically delivered on normal semi-trailer trucks except for the main power transformer (MPT). The MPT is typically delivered on an oversized, overweight truck and will likely require overweight and oversize permits from the Department of Transportation and County.
- All other construction traffic conforms to legal highway loading. These other vehicles include: semi-trailer dump trucks; semi-trailer trucks hauling other construction materials and equipment; ready mix concrete trucks; and water trucks.

The local roads can expect roughly 250 turbine component vehicles accompanied by a lead car and flaggers for intersection turns during turbine erection sequencing. The foundation construction will require roughly 1400 concrete trucks assuming batch plant is not located on site. Access road construction will require roughly 2000 aggregate vehicles assuming gravel sources is not located on site. Site mobilization will include hauling of semi-trailers with grading and earthwork equipment. Site employee traffic can be assumed to increase ADT by 400 vehicles per day along site entrance route assuming 150 employees during peak construction.

After construction, operational access would return to the current status and would use any of the existing access routes: Gold Canyon Road and the two existing non-names routes on BLM and private land.



**Mesa and Alta
 Mesa Wind
 Project**
 Riverside County, CA

Preliminary Delivery
 Flow Plan

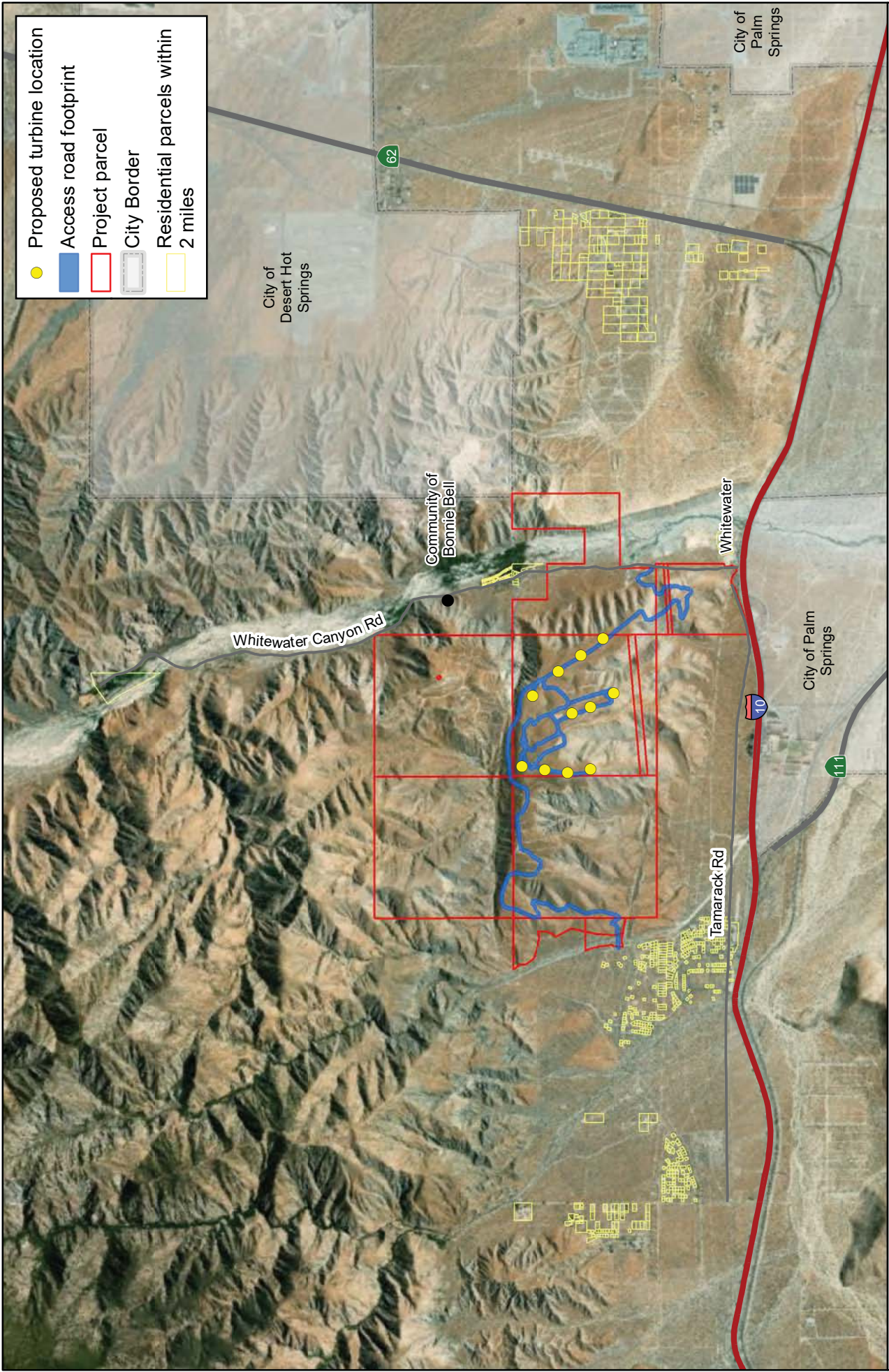
NOT FOR CONSTRUCTION
 DATE: 12/13/2019
 SHEET: 1 OF 1

LEGEND:
 DELIVERY ROUTE TO MESA ENTRANCE GATE
 EXISTING ROAD/CENTRIANE
 TURBINE DELIVERY ROUTE
 PROPOSED INTERSECTION IMPROVEMENT
 *ASSUME DELIVERY TRAFFIC ARRIVES FROM THE WEST



Section 13

Nearby Residences Map



- Proposed turbine location
- Access road footprint
- Project parcel
- City Border
- Residential parcels within 2 miles



Brookfield Renewable Energy
 Jonathan Kirby
 6703 Oak Creek Rd.
 Mojave, CA 93501
 213-955-9002
 Jonathan.Kirby@brookfieldrenewable.com

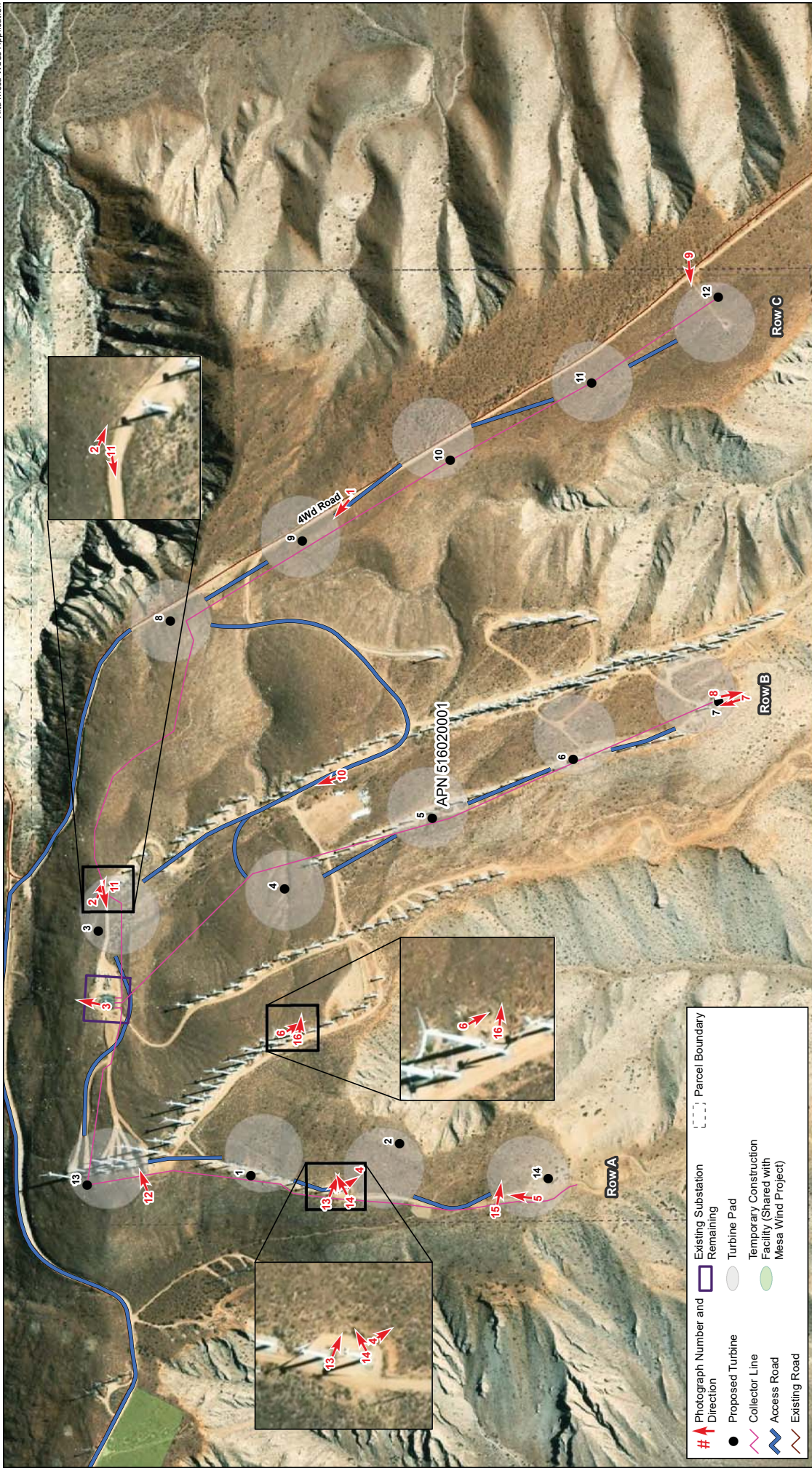
Alta Mesa 640, LLC
 Mohammed Koya
 4020 Sierra College Boulevard, #200
 Rocklin, CA 95677
 916-628-3064
 mfkoya@hotmail.com

Exhibit Preparer:
 Aspen Environmental Group
 Emily Capello
 415-696-5312
 ecapello@aspeneg.com

Alta Mesa Wind Project Residence Map

Section 14

Project Site Photos and Location Map



#	Photograph Number and Direction	Existing Substation Remaining	Parcel Boundary
→	Proposed Turbine	Turbine Pad	
—	Collector Line	Temporary Construction Facility (Shared with Mesa Wind Project)	
—	Access Road		
—	Existing Road		

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 Jonathan Kirby
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 Mojave, CA 93501
 213-955-9002
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 Mohammed Koya
 4020 Sierra College Boulevard, #200
 Rocklin, CA 95677
 916-628-3064
 mikoya@hotmail.com

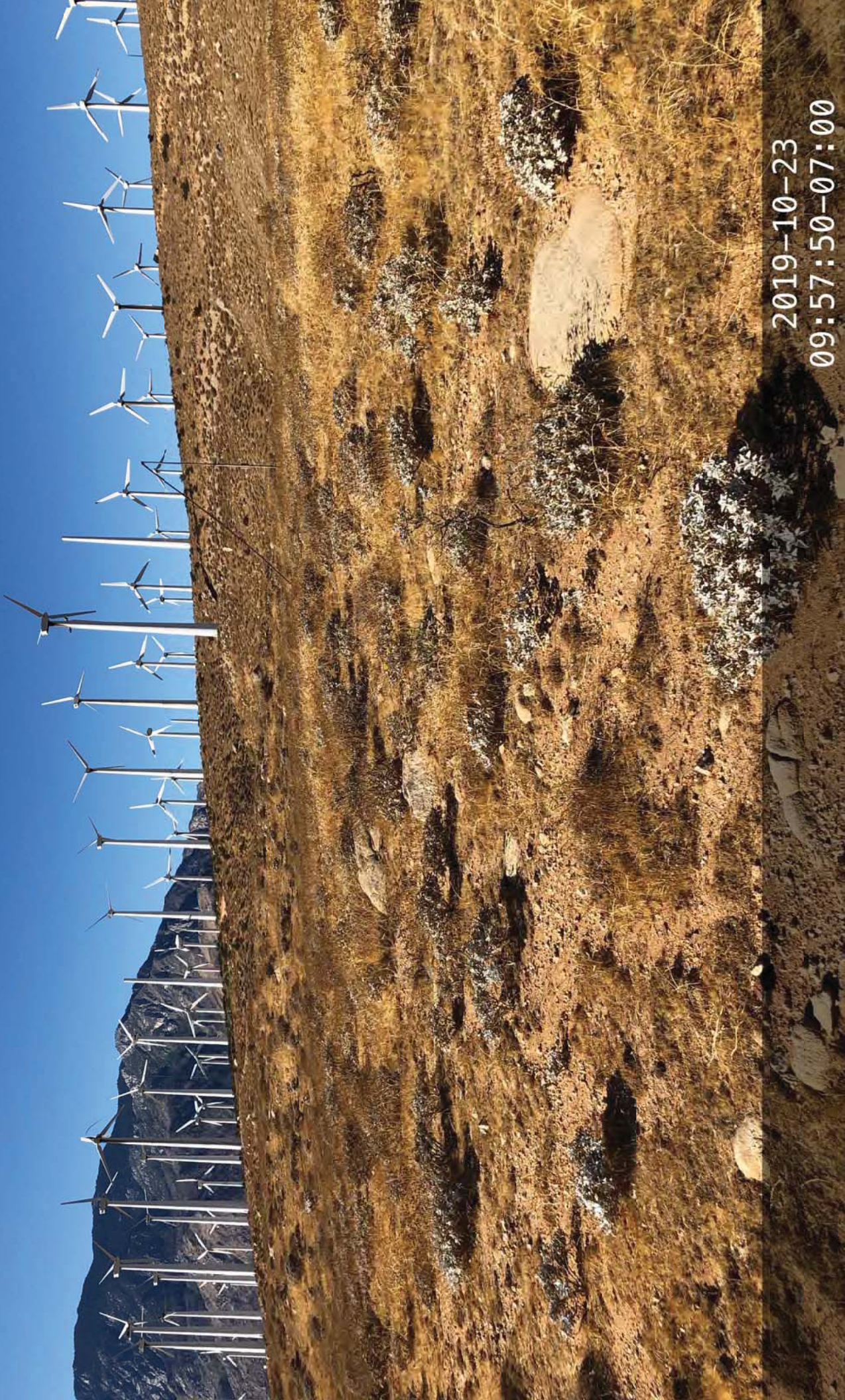
Exhibit Preparer:
 Aspen Environmental Group
 Emily Capello
 415-696-5312
 ecapello@aspeneeg.com

Photograph Locational Map

DIRECTION
231 deg(T)

33.94262°N
116.65427°W

ACCURACY 5 m
DATUM WGS84

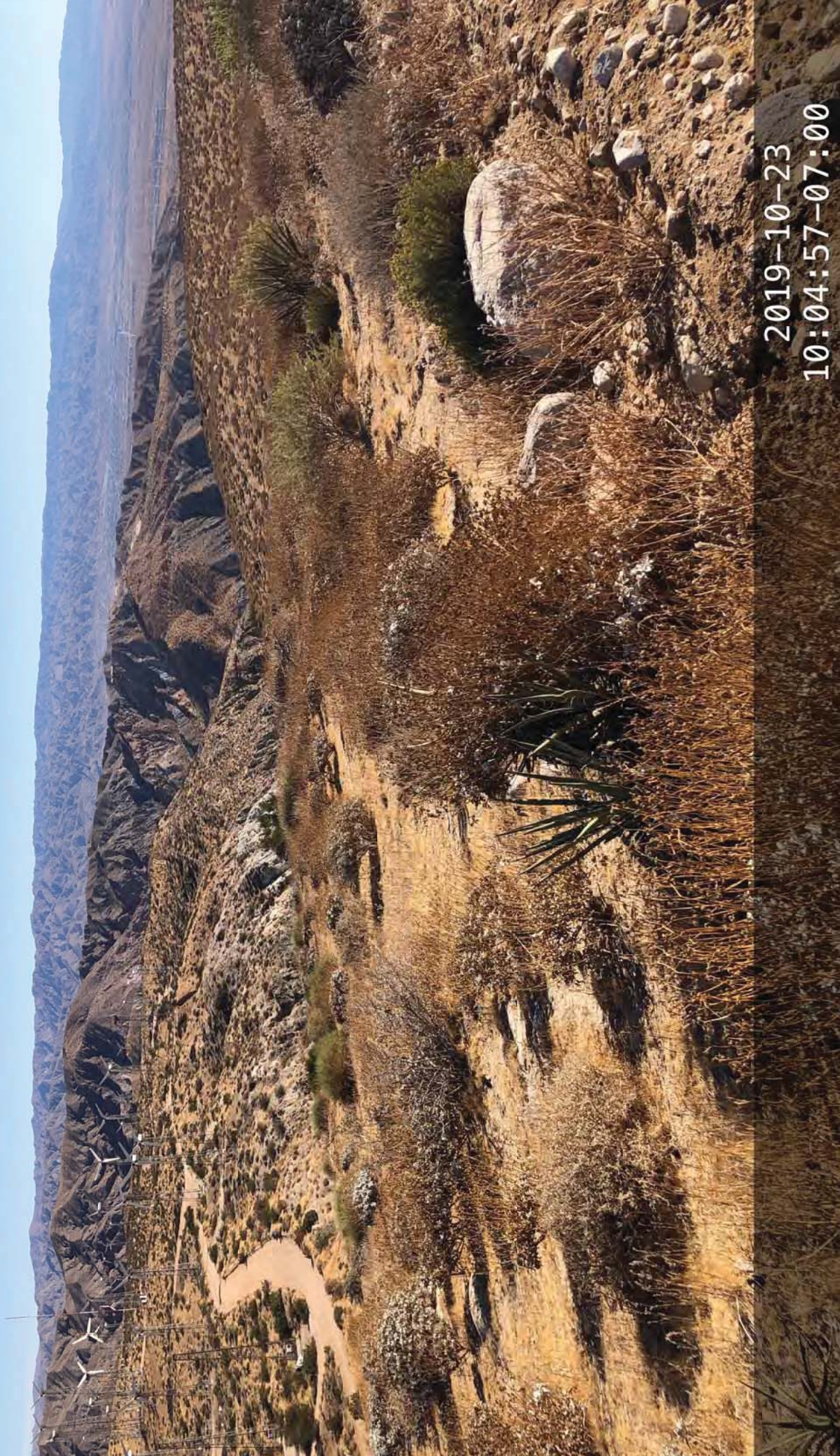


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DIRECTION
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116.66121°W

ACCURACY 5 m
DATUM WGS84



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116.66327°W

ACCURACY 5 m
DATUM WGS84

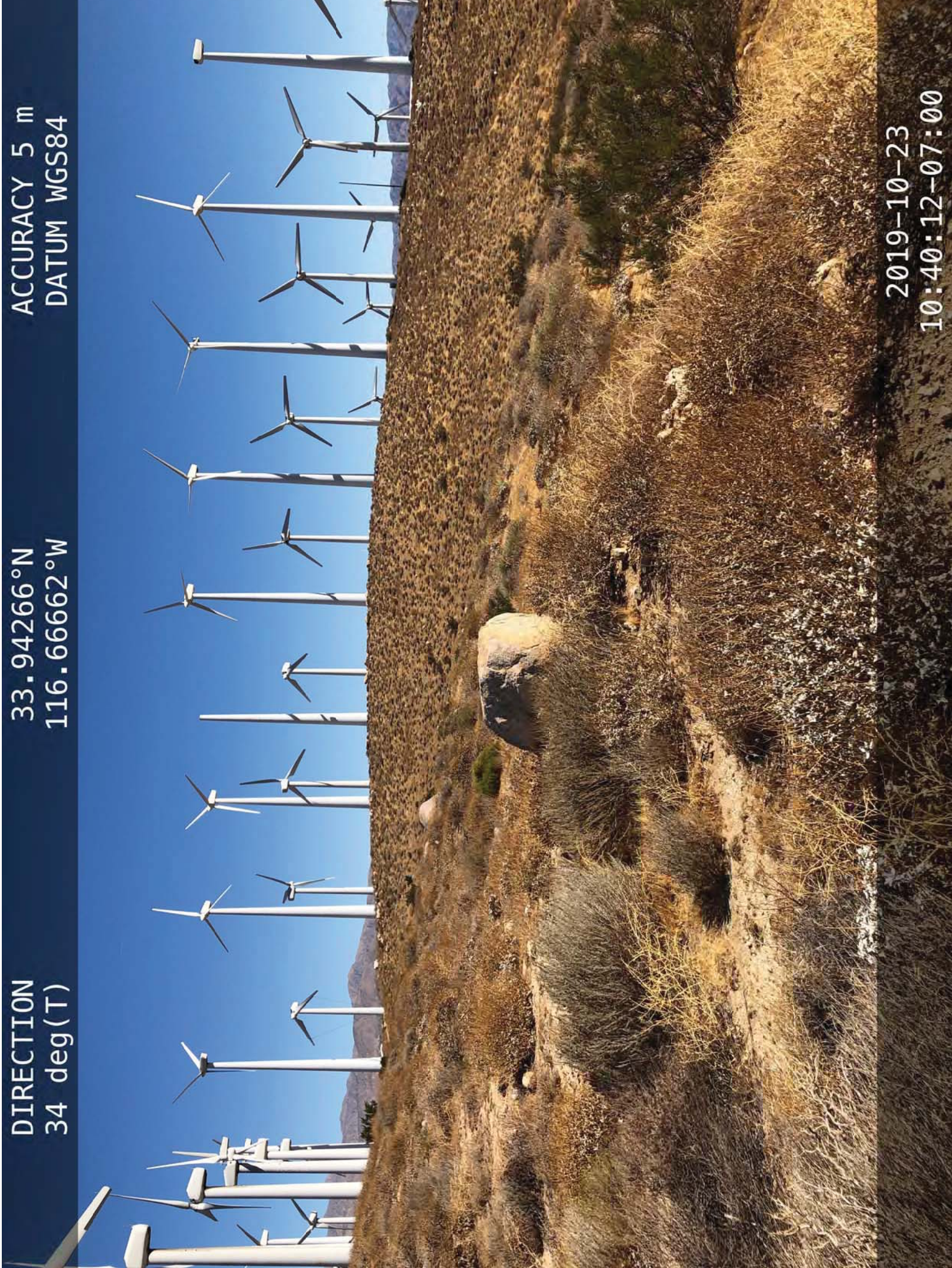
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DIRECTION
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ACCURACY 5 m
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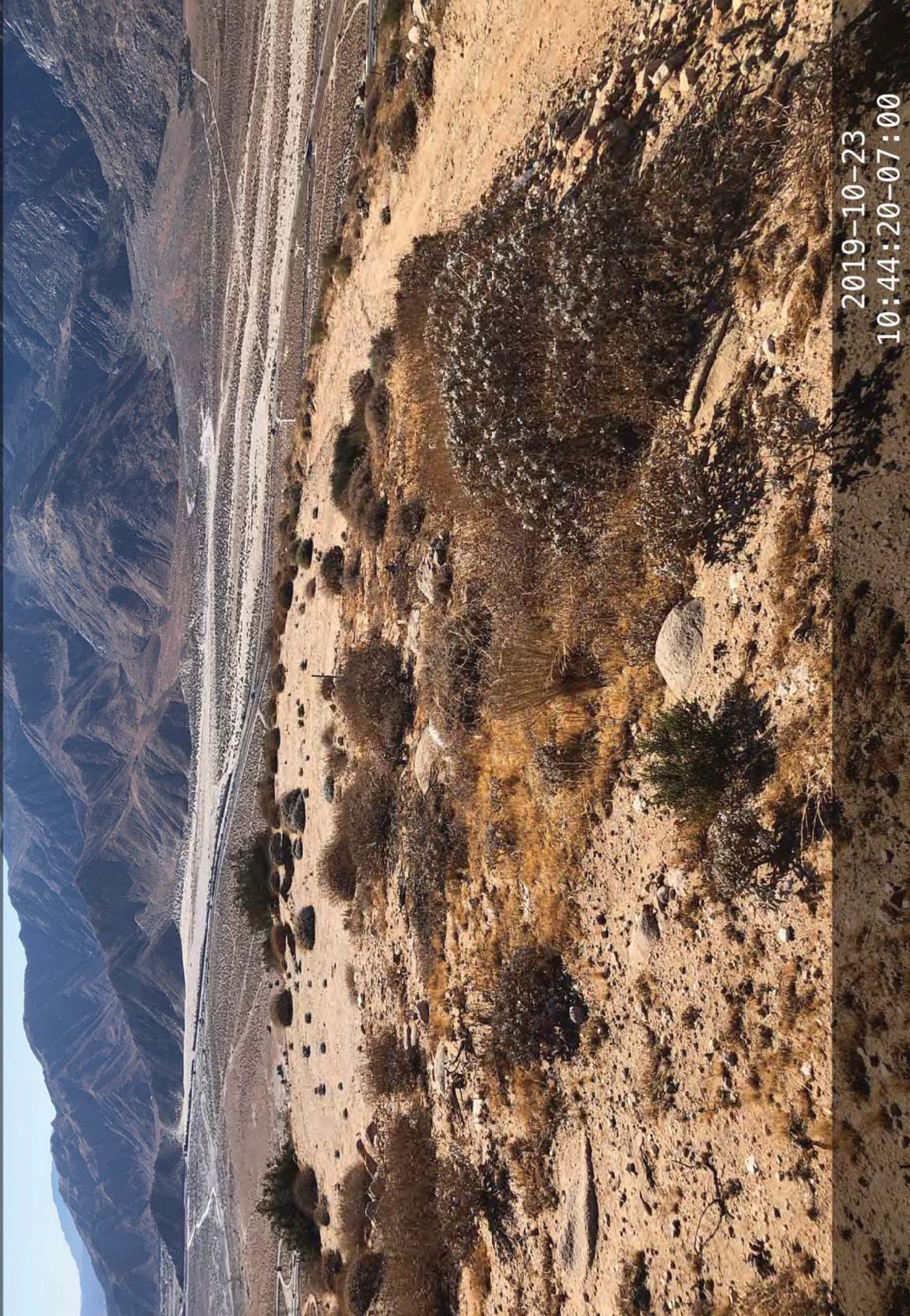


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ACCURACY 5 m
DATUM WGS84



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ACCURACY 5 m
DATUM WGS84



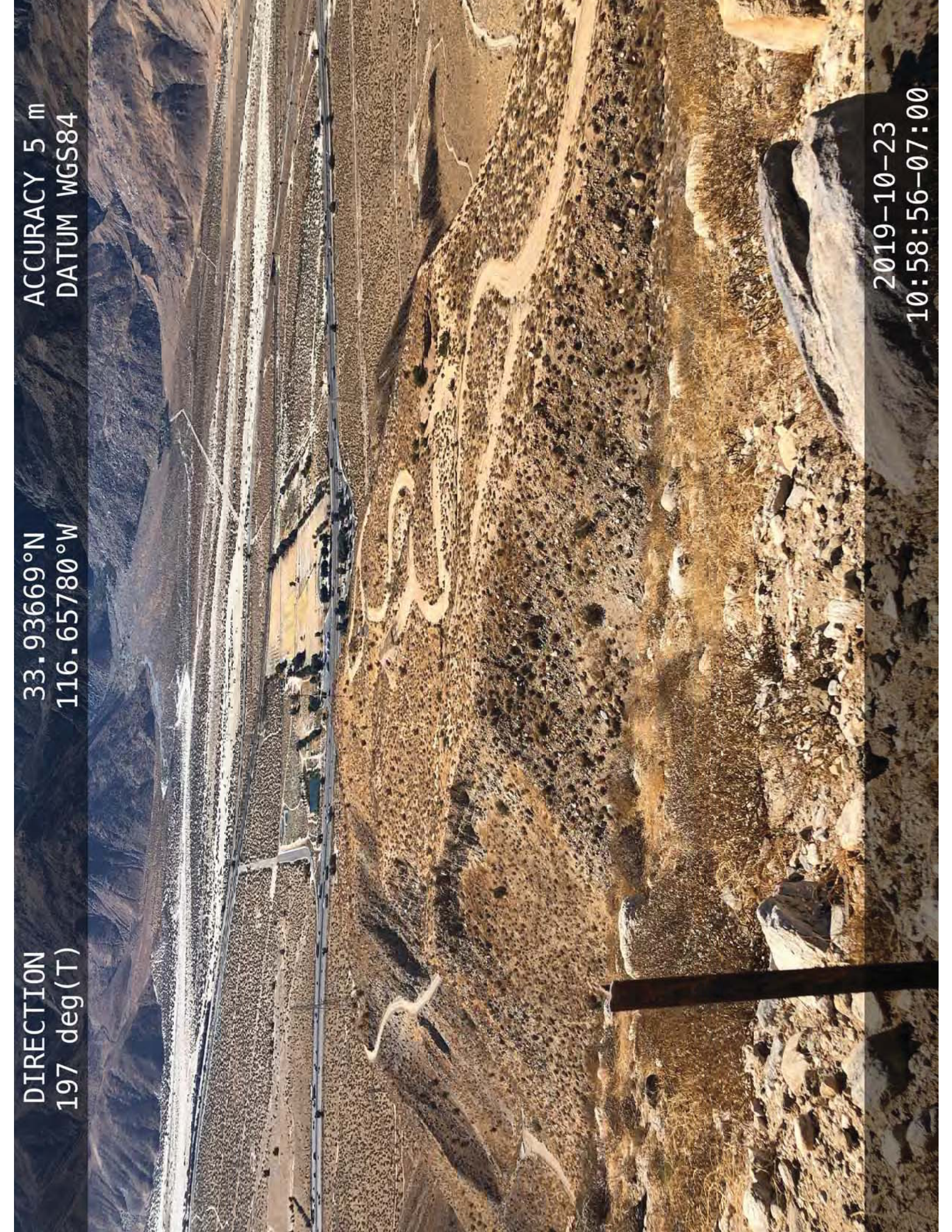
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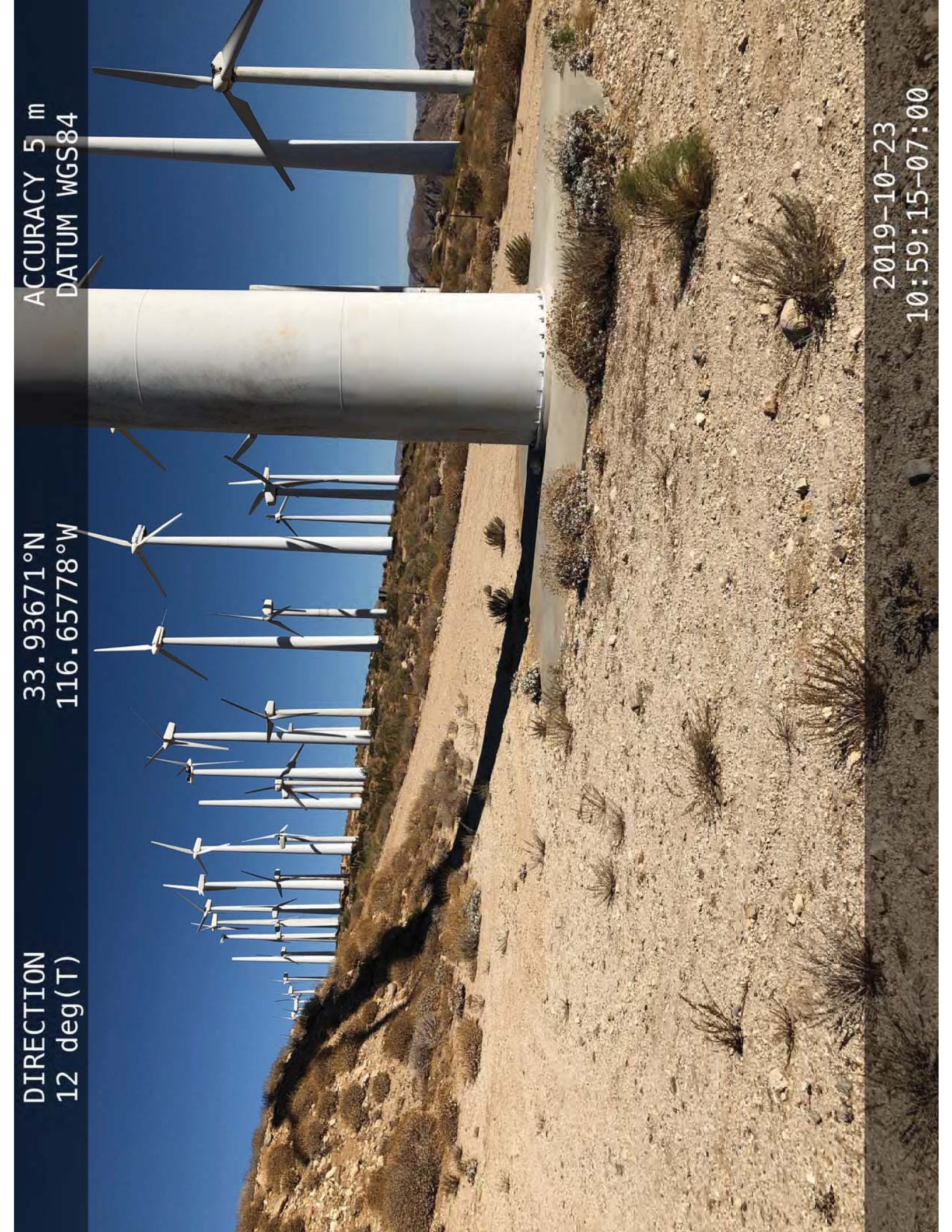


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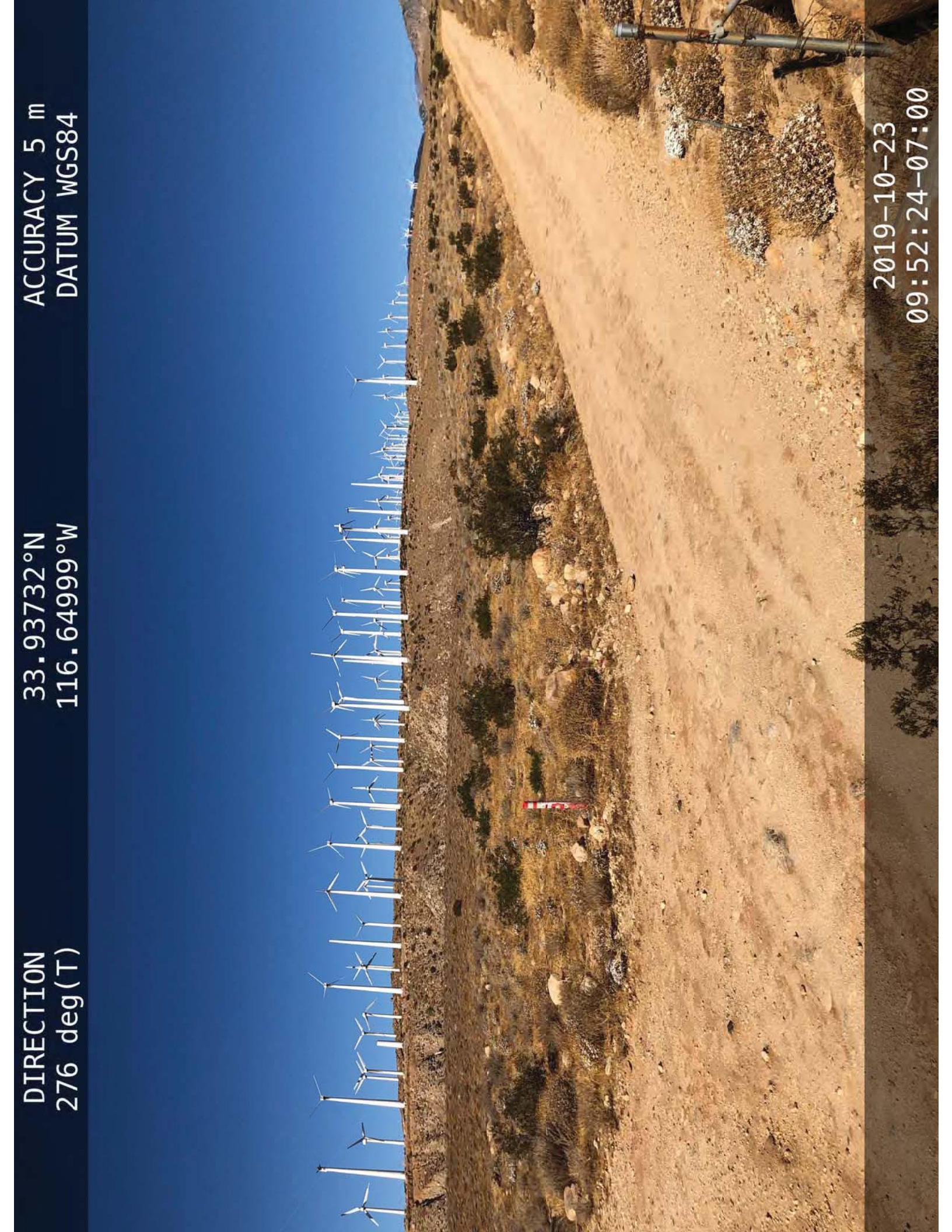


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ACCURACY 5 m
DATUM WGS84

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DIRECTION
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33.94285°N
116.65925°W

ACCURACY 5 m
DATUM WGS84

2019-10-23
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DIRECTION
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33.94625°N
116.66135°W

ACCURACY 5 m
DATUM WGS84



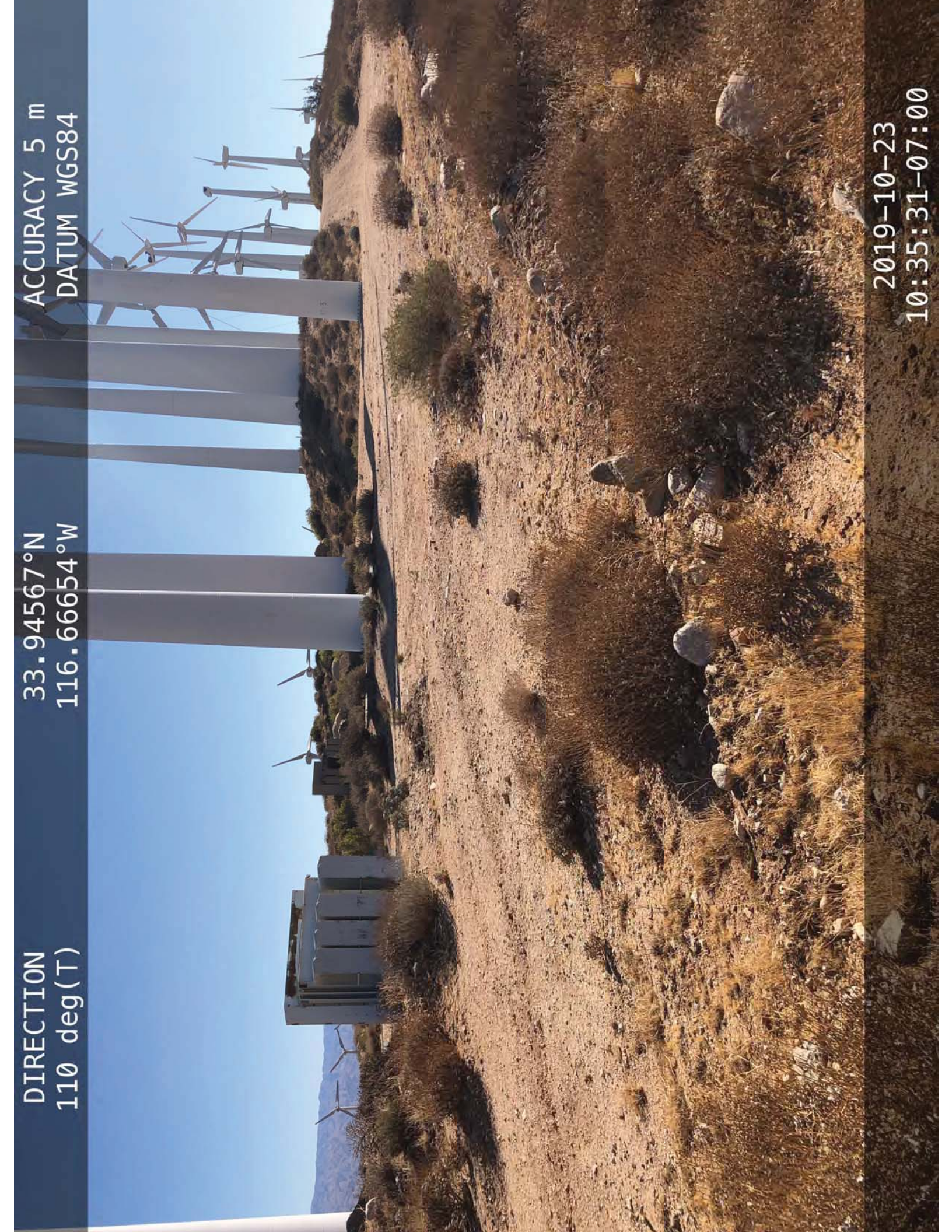
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DATUM WGS84

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116.66661°W

ACCURACY 5 m
DATUM WGS84

2019-10-23
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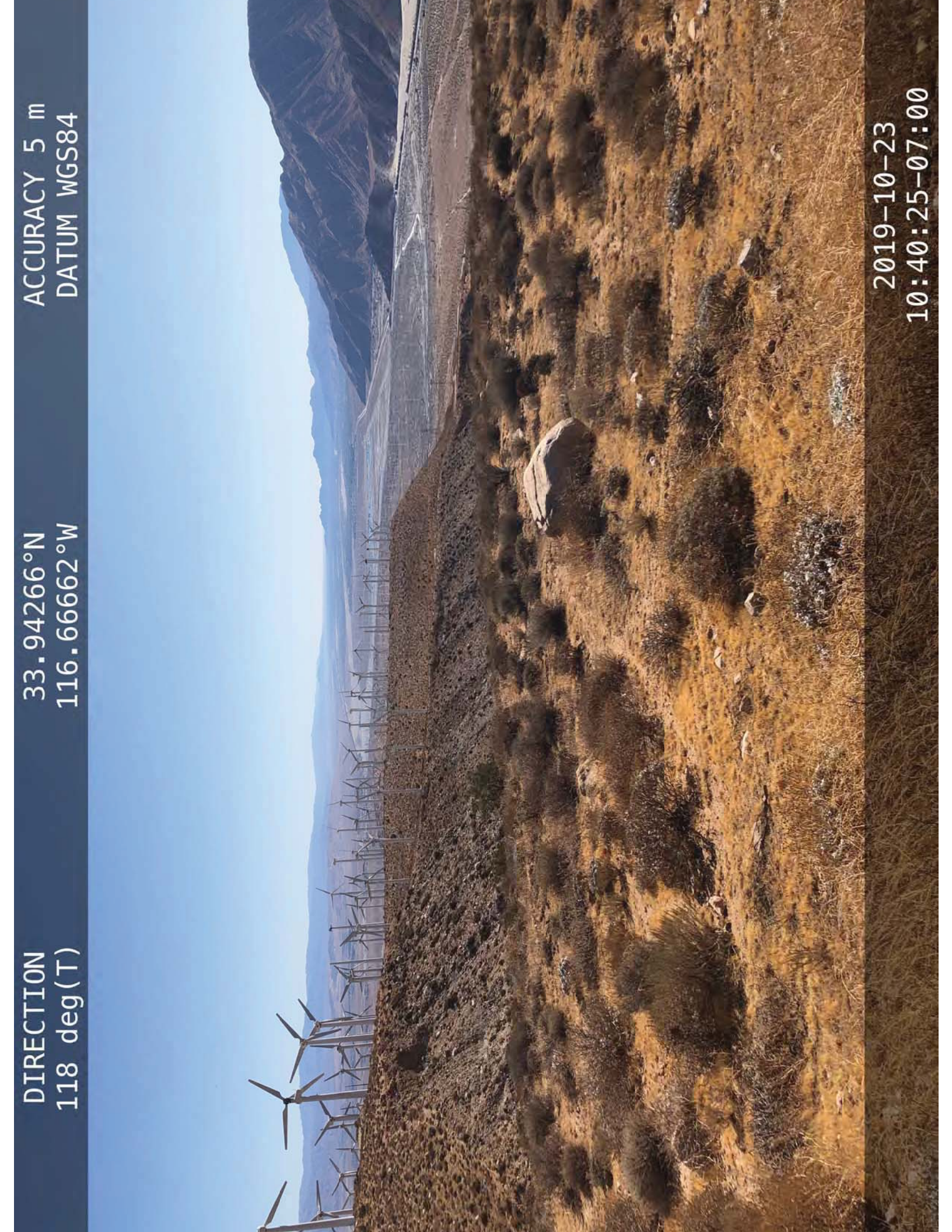


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116.66662°W

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DATUM WGS84

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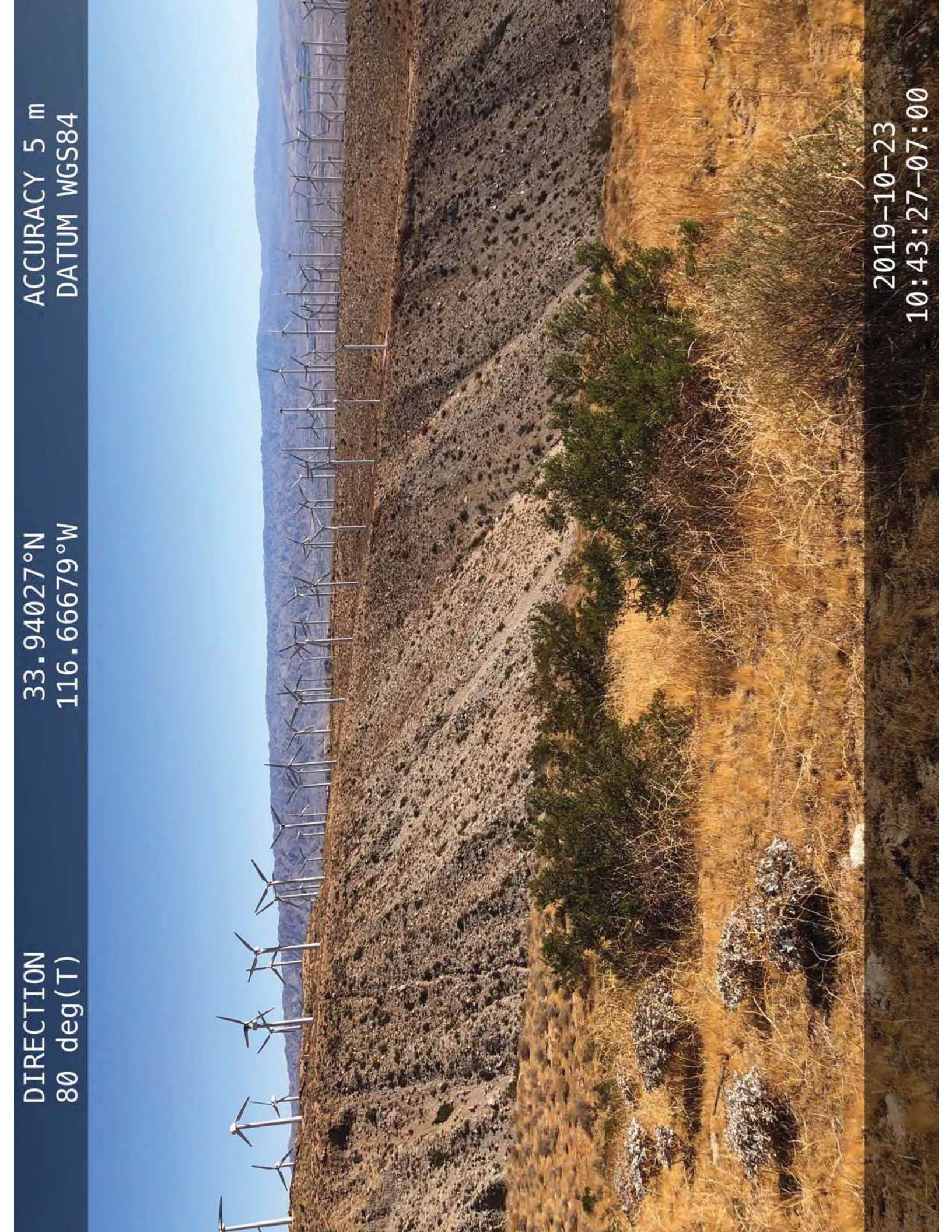


DIRECTION
80 deg(T)

33.94027°N
116.66679°W

ACCURACY 5 m
DATUM WGS84

2019-10-23
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DIRECTION
85 deg(T)

33.94333°N
116.66371°W

ACCURACY 5 m
DATUM WGS84



2019-10-23
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Section 15

WECS Models



Siemens Gamesa 4.X
On the way to the next generation



Benchmark solutions in their segment for efficiency and reduced LCoE

SG 5.0-145 and SG 5.0-132: continuous improvement with a new state-of-the-art control system and enhanced blade aerodynamics

Siemens Gamesa, your trusted technological partner for wind power projects

One of the key aspects to Siemens Gamesa's success is the continuous development of new and advanced products adapted to the business case of every customer. We strive to provide the best technological solutions for each project, while driving down the LCoE.

For this reason, we offer an optimized, streamlined catalog of proven solutions

adapted to every type of site and condition, backed by:

- Our reputation as a trusted and stable partner (+95 GW installed worldwide).
- A proven track record spanning over almost 40 years that makes Siemens Gamesa a benchmark for wind projects.
- The recognition of the wind power sector.

Siemens Gamesa 4.X

The Siemens Gamesa 4.X platform is one of the latest additions to the Siemens Gamesa product portfolio. Consisting of the SG 5.0-145 and the SG 5.0-132 wind turbines, two benchmark solutions in the market for sites with medium and high winds, Siemens Gamesa 4.X is the result of the operational experience accumulated by the company in the wind power industry.

Siemens Gamesa 4.X represents Siemens Gamesa's commitment to create value for our customers through the continuous development of new technologies that improve the performance, competitiveness and quality of our products. With a new state-of-the-art control system, enhanced blade aerodynamics and structural modularity, both the SG 5.0-145 and SG 5.0-132 offer our customers higher flexibility to adapt to sites with a wide range of wind conditions and logistics constraints.

Proven Siemens Gamesa technology

Siemens Gamesa 4.X leverages the knowledge acquired through the development of our latest products and integrates innovative technologies to achieve higher efficiency and cost-effectiveness.

It relies on proven concepts with extensive track record in the market, such as the combination of a three-stage gearbox (two planetary and one parallel) and a doubly-fed induction generator, which offer the higher levels of reliability. In addition to this, the inclusion of an optional premium converter allows us to comply with the most demanding grid connection requirements.

The new 71-meter and 64.5-meter blades, made of fiberglass reinforced with epoxy resin, integrate innovative aerodynamics and the DinoTails® Next Generation technology, which guarantee the best balance between high energy production and reduced noise emission levels.

Greater efficiency and profitability

With respect to the previous generation solutions, Siemens Gamesa 4.X introduces a new control system, which optimizes the efficiency of the wind turbines and their applicability in a wide range of sites. It also offers flexible power rating, depending on the noise requirements, temperature and electrical properties of the project.

With over 30% increase in AEP over previous solutions from the Siemens Gamesa 3.X platform, the SG 5.0-145 and SG 5.0-132 models are a benchmark in their segment for LCoE and profitability.

Two turbine models with flexible power rating to configure uniquely tailored solutions that meet site requirements

Technical specifications



	SG 5.0-132	SG 5.0-145
General details		
Rated power	5.0 MW ⁽¹⁾	
Wind class	IEC IA	IEC IIB
Control	Pitch and variable speed	
Standard operating temperature	Range from -20°C to 45°C (with de-rating) ⁽²⁾	
Rotor		
Diameter	132 m	145 m
Swept area	13,685 m ²	16,513 m ²
Blades		
Length	64.5 m	71 m
Airfoils	Siemens Gamesa	
Material	Fiberglass reinforced with epoxy resin	
Tower		
Type	Multiple technologies available	
Height	84 m and site-specific	90, 102.5, 127.5 m and site-specific
Gearbox		
Type	3 stages	
Generator		
Type	Doubly-fed induction machine	
Voltage	690 V AC	
Frequency	50 Hz/60 Hz	
Protection class	IP 54	
Power factor	0.9 CAP-0.9 IND throughout the power range ⁽³⁾	

⁽¹⁾ Flexible power rating from 4.5 MW to 5.0 MW.

⁽²⁾ Different versions and optional kits are available to adapt machinery to high or low temperatures and saline or dusty environments.

⁽³⁾ Power factor at generator output terminals, on low voltage side before transformer input terminals.

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onshoresales@siemensgamesa.com

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Sydney, NSW 2113

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Wien 1210
Phone: +43 51707 0

Belgium

De Gijzeleer Industrial Park
Industriezone Neerdorp
Huizingen, Guido Gezellestraat 123
Vlaams-Brabant
1654 Beersel
Phone: +32 (2) 536 2111

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Pinheiros, São Paulo - SP
Phone: +55 (11) 3096-4444

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Oakville, Ontario, L6H 0H6
Phone: +1 905-465-8000

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Las Condes, Santiago

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12th floor, Siemens Center Beijing
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Phone: +33 (0)1 85 57 00 00

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Athens
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Sholinganallur
Chennai-119
Phone: +91 44 39242424

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Lantai 35 Unit A-D JI
Casablanca Kav. 88 Rt 016 Rw 005
Menteng
Jakarta 10350

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No. 13, Bandar Anzali Street
Ayatollah Taleghani Avenue
15936-43311 Tehran
Phone: +98 (21) 8518 1

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Innovation House, DCU Alpha
Old Finglas Road, Glasnevin
Dublin 11

Italy

Via Ostiense 131/L
Corpo C1, 9° piano
00154 Roma
Phone: +39 065 750 531

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1-5-1 Otemachi
Chiyoda-ku, Tokyo 100-0004, Japan
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Hangang-daero, Jung-gu
Seoul 04637
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Paseo de la Reforma nº 505, piso 37
Torre Mayor, Col. Cuauhtémoc
06500 Mexico City
Phone: +52 55 50179700

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Anfa Place Blvd. de la Corniche
Centre d'Affaires "Est", RDC
20200 Casablanca
Phone: +212 5 22 67 68 01

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Zuid-Holland, 2595 BN Den Haag
Phone: +31 (70) 333 2712

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Phone: +65 6490 6004

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300 Janadel Avenue
Midrand 1685
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3500 Quadrangle Boulevard
Orlando, FL 32817

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Phone: +84 28 35207713

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08/2019

Section 16

Land Use and Permit Application
Processing Agreement



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez
Director of Transportation and Land Management Agency

Patricia Romo
Transportation Director,
Transportation Department

Charissa Leach, P.E.
Assistant TLMA Director
Planning Department

Mike Lara
Building Official,
Building & Safety Department

Hector Viray
Code Enforcement Official,
Code Enforcement Department

LAND USE and PERMIT APPLICATION PROCESSING AGREEMENT Agreement for Payment of Costs of Application Processing

TO BE COMPLETED BY APPLICANT:

This agreement is by and between the County of Riverside, hereafter “County of Riverside”,
and Brookfield Renewable hereafter “Applicant” and Alta Mesa 640, LLC ” Property Owner”.

Description of application/permit use:

The permit would allow the proposed project which is a re-power of the existing wind project. It would involve removal of 159 legacy turbines,
and installation of up to 14 new turbines, each up to 499 ft tall. The project would use the existing access road from Haugen-Lehmann way.

If your application is subject to Deposit-based Fee, the following applies

Section 1. Deposit-based Fees

Purpose: The Riverside County Board of Supervisors has adopted ordinances to collect “Deposit-based Fees” for the costs of reviewing certain applications for land use review and permits. The Applicant is required to deposit funds to initiate staff review of an application. The initial deposit may be supplemented by additional fees, based upon actual and projected labor costs for the permit. County departments draw against these deposited funds at the staff hourly rates adopted by the Board of Supervisors. The Applicant and Property Owner are responsible for any supplemental fees necessary to cover any costs which were not covered by the initial deposit.

Section 2. Applicant and Property Owner Responsibilities for Deposit-based Fee Applications

- A. Applicant agrees to make an initial deposit in the amount as indicated by County ordinance, at the time this Agreement is signed and submitted with a complete application to the County of Riverside. Applicant acknowledges that this is an initial deposit and additional funds may be needed to complete their case. The County of Riverside will not pay interest on deposits. Applicant understands that any delays in making a subsequent deposit from the date of written notice requesting such additional deposit by County of Riverside, may result in the stoppage of work.
- B. Within 15 days of the service by mail of the County of Riverside's written notice that the application permit deposit has been reduced to a balance of less than 20% of the initial deposit or that the deposit is otherwise insufficient to cover the expected costs to completion, the Applicant agrees to make an additional payment of an amount as determined by the County of Riverside to replenish the deposit. Please note that the processing of the application or permit may stop if the amount on deposit has been expended. The Applicant agrees to continue making such payments until the County of Riverside is reimbursed for all costs related to this application or permit. The County of Riverside is entitled to recover its costs, including attorney’s fees, in collecting unpaid accounts that would have been drawn on the deposit were it not depleted.
- C. The Property Owner acknowledges that the Applicant is authorized to submit this agreement and related application(s) for land use review or permit on this property. The Property Owner also acknowledges that should the Applicant not reimburse the County of Riverside for all costs related to this application or permit, the Property Owner shall become immediately liable for these costs which shall be paid within 15 days of the service by mail of notice to said property Owner by the County.

- D. This Agreement shall only be executed by an authorized representative of the Applicant and the Property Owner. The person(s) executing this Agreement represents that he/she has the express authority to enter into this agreement on behalf of the Applicant and/or Property Owner.
- E. This Agreement is not assignable without written consent by the County of Riverside. The County of Riverside will not consent to assignment of this Agreement until all outstanding costs have been paid by Applicant.
- F. Deposit statements, requests for deposits or refunds shall be directed to Applicant at the address identified in Section 4.

Section 3. To ensure quality service, Applicant is responsible to provide one-week written notice to the County of Riverside Transportation and Land Management Agency (TLMA) Permit Assistance Centers if any of the information below changes.

Section 4. Applicant and Owner Information

1. PROPERTY INFORMATION:

Assessors Parcel Number(s): 516020001; 516020002; 516020003

Property Location or Address:

North of Interstate 10, East of Haugen-Lehmann Way, and West of Whitewater Canyon Road

2. PROPERTY OWNER INFORMATION:

Property Owner Name: Mohammed Koya Phone No.: _____

Firm Name: Alta Mesa 640, LLC Email: mfkoya@hotmail.com

Address: 4020 Sierra College Boulevard, #200
Rocklin, CA 95677

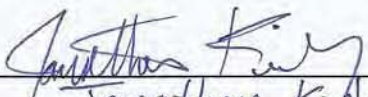
3. APPLICANT INFORMATION:


Applicant Name: Jonathan Kirby Phone No.: 213-212-0781

Firm Name: Brookfield Renewable Email: jonathan.kirby@brookfieldrenewable.com

Address (if different from property owner)
6703 Oak Creek Road
Mojave, CA 93501

4. SIGNATURES:

Signature of Applicant:  Date: 12-18-2019
Print Name and Title: Jonathan Kirby Brookfield Renewable

Signature of Property Owner:  Date: 11/15/19
Print Name and Title: MOHAMMED F. Koya MANAGER LLC

Signature of the County of Riverside, by _____ Date: _____

Print Name and Title: _____

FOR COUNTY OF RIVERSIDE USE ONLY	
Application or Permit (s)#: _____	
Set #: _____	Application Date: _____

Section 17

Indemnification Agreement
Property Owner Information



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.,
Assistant TLMA Director

INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

The owner(s) of the property, at their own expense, agree to defend, indemnify and hold harmless the County of Riverside and its agents, officers, and employees from and against any lawsuit, claim, action, or proceeding (collectively referred to as "proceeding") brought against the County of Riverside, its agents, officers, attorneys and employees to attack, set aside, void, or annul the County's decision to approve any tentative map (tract or parcel), revised map, map minor change, reversion to acreage, conditional use permit, public use permit, surface mining permit, WECS permit, hazardous waste siting permit, temporary outdoor event permit, plot plan, substantial conformance, revised permit, variance, setback adjustment, general plan amendment, specific plan, specific plan amendment, specific plan substantial conformance, zoning amendments, and any associated environmental documents. This defense and indemnification obligation shall include, but not limited to, damages, fees and/or costs awarded against the County, if any, and cost of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by applicant, property owner, the County, and/or the parties initiating or bringing such proceeding.

Property Owner(s) Signature(s) and Date

MOHAMMED F. Kaya

Printed Name of Owner

If the property is owned by multiple owners, the paragraph above must be signed by each owner. Attach additional sheets of this page, if necessary.

If the property owner is a corporate entity, Limited Liability Company, partnership or trust, the following documentation must also be submitted with this application:

- *If the property owner is a limited partnership, provide a copy of the LP-1, LP-2 (if an amendment) filed with the California Secretary of State.*
- *If the property owner is a general partnership, provide a copy of the partnership agreement documenting who has authority to bind the general partnership and to sign on its behalf.*
- *If the property owner is a corporation, provide a copy of the Articles of Incorporation and/or a corporate resolution documenting which officers have authority to bind the corporation and to sign on its behalf. The corporation must also be in good standing with the California Secretary of State.*
- *If the property owner is a trust, provide a copy of the trust certificate.*

Riverside Office • 4080 Lemon Street, 12th Floor
P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 • Fax (951) 955-1811

Desert Office • 77-588 El Duna Court, Suite H
Palm Desert, California 92211
(760) 863-8277 • Fax (760) 863-7040

"Planning Our Future... Preserving Our Past"

INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

- *If the property owner is a Limited Liability Corporation, provide a copy of the operating agreement for the LLC documenting who has authority to bind the LLC and to sign on its behalf.*

If the signing entity is also a corporate entity, Limited Liability Company, partnership or trust, the above documentation must also be submitted with this application. For any out of State legal entities, provide documentation showing registration with the California Secretary of State.

In addition to the above, provide a copy of a Preliminary Title Report for the property subject to this application. The Preliminary Title Report must be issued by a title company licensed to conduct business in the State of California and dated less than six months prior to the date of submittal of this application. The Assistant TLMA Director may waive the requirement for a Preliminary Title Report if it can be shown to the satisfaction of the Assistant TLMA Director that the property owner(s) has owned the property consistently for at least the last five years.

If the application is for a plot plan for a Wireless Communication Facility, the property owner(s) and the cellular service provider must sign the indemnification paragraph above. If the application is for a plot plan for a wireless communication co-location, only the co-locating service provider needs to sign the indemnification paragraph above.



Secretary of State
Statement of No Change
(Limited Liability Company)

LLC-12NC

18-D77512

FILED

In the office of the Secretary of State
of the State of California

NOV 15, 2018

This Space For Office Use Only

IMPORTANT — Read instructions before completing this form. This form may be used only if a complete Statement of Information has been filed previously and there has been no change.

Filing Fee – \$20.00

Copy Fee – \$1.00;
Certification Fee - \$5.00 plus copy fee

1. Limited Liability Company Name (Enter the **exact** name of the LLC as it is recorded with the California Secretary of State. Note: If you registered in California using an alternate name, see instructions.)

ALTA MESA 640, LLC

2. 12-Digit Secretary of State File Number

201628610004

3. State, Foreign Country or Place of Organization (only if formed outside of California)

CALIFORNIA

4. No Change Statement (Do not alter the No Change Statement. If there has been any change, please complete a Statement of Information (Form LLC-12).)

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

5. The information contained herein is true and correct.

11/15/2018

Date

Marilynn Kay Finn

Type or Print Name of Person Completing the Form

Administrative Assistant

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document, enter the name of a person or company and the mailing address. This information will become public when filed. (SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:

Section 18

Preliminary Title Report

Amended



First American Title

First American Title Company

4 First American Way
Santa Ana, CA 92707

California Department of Insurance License No. 151

Order Number: O-SA-6021177 (DTJS)

Title Officer: Debbie Tognetti/ Joel Sotto
Phone: (714)250-8579
Fax No.: (714)481-2956
E-Mail: FAHQ-RA-OCTitle3@firstam.com
Owner: EDF Renewable Energy, Inc.
Property: Vacant Land
Riverside, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 04, 2019 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Alta Mesa 640, LLC, a California Limited Liability Company

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee simple.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

The Following Matters Affect TRACT I:

3. An easement for electric transmission lines together with ingress and egress and incidental purposes, recorded February 6, 1933 in Book 100, Page 464 of Official Records.
In Favor of: Metropolitan Water District of Southern California
Affects: As described therein
4. An easement for transmission lines together with right of ingress and egress and incidental purposes, recorded June 13, 1947 in Book 841, Page 31 of Official Records.
In Favor of: Southern California Edison Company Ltd., a corporation, it's successors and/or assigns
Affects: As described therein

Terms and provisions contained in the above document.

5. An easement for public utilities, roadway and water pipelines and incidental purposes, recorded March 1, 1956 in Book 1871, Page 553 of Official Records.
In Favor of: C.O. Duggan, a married woman
Affects: As described therein

Terms and provisions contained in the above document.

6. An easement for pipeline and incidental purposes, recorded November 18, 1957 in Book 2179, Page 189 of Official Records.
In Favor of: Four Corners Pipeline Company
Affects: Parcels C and D

7. An easement for pipelines and incidental purposes, recorded August 27, 1958 in Book 2324, Page 485 of Official Records.
In Favor of: West Palm Springs Water Company, a California corporation
Affects: As described therein

The location of the easement cannot be determined from record information.

Terms and provisions contained in the above document.

Document(s) declaring modifications thereof recorded OCTOBER 05, 1998 as INSTRUMENT NO. 1998-428964 of Official Records.

The Following Matters Affect TRACT II:

8. An easement for operation and maintenance of the railroad and incidental purposes, recorded March 23, 1912 in Book 347 of Deeds, Page 127.
In Favor of: Southern Pacific Railroad Company
Affects: A portion of said land as more particularly described in said document

The location of the easement cannot be determined from record information.

The aforesaid instrument further contains a reservation of:

A right of way of lawful width for any and all county roads.

The right to use any water rising upon any of said lands.

9. Said land has been designated as lying within California Desert Conservation Area by the Act of Congress on October 21, 1976, as disclosed by the District Land Office of the Bureau of Land Management.
10. ACEC Whitewater Canyon, by the Act of Congress on October 21, 1976, as disclosed by the District Land Office of the Bureau of Land Management.

11. The Terms, Provisions and Easement(s) contained in the document entitled "Easement Agreement No. A-1" recorded October 6, 1988 as Instrument No. 290334 of Official Records.
12. The effect of a document entitled "Notice of Ownership of Real Property", recorded August 25, 2004 as Instrument No. 2004-0671289 of Official Records.
13. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.
14. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
15. Any claim that any portion of the land is or was formerly tidelands or submerged lands.
16. An option in favor of AM Wind Repower LLC, a Delaware limited liability company as contained in or disclosed by a document recorded October 10, 2019 as Instrument No. 19-0409021 of Official Records.

The Following Matters Affect BOTH TRACTS:

17. The lack of a right of access to and from the land.
18. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
19. Water rights, claims or title to water, whether or not shown by the public records.
20. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

21. With respect to ALTA MESA 640, LLC, a limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, that such document or instrument be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such document must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

- 1. General and special taxes and assessments for the fiscal year 2018-2019.
 - First Installment: \$369.98, PAID
 - Penalty: \$0.00
 - Second Installment: \$369.98, PAID
 - Penalty: \$0.00
 - Tax Rate Area: 055-011
 - A. P. No.: 516-060-019-4

(Affects PARCEL B OF TRACT I)

- 2. General and special taxes and assessments for the fiscal year 2018-2019.
 - First Installment: \$369.98, PAID
 - Penalty: \$0.00
 - Second Installment: \$369.98, PAID
 - Penalty: \$0.00
 - Tax Rate Area: 055-011
 - A. P. No.: 516-060-021-5

(Affects PARCEL C OF TRACT I)

- 3. General and special taxes and assessments for the fiscal year 2018-2019.
 - First Installment: \$369.98, PAID
 - Penalty: \$0.00
 - Second Installment: \$369.98, PAID
 - Penalty: \$0.00
 - Tax Rate Area: 055-011
 - A. P. No.: 516-060-022-6

(Affects PARCEL D OF TRACT I)

- 4. General and special taxes and assessments for the fiscal year 2018-2019.
 - First Installment: \$13,432.40, PAID
 - Penalty: \$0.00
 - Second Installment: \$13,432.40, PAID
 - Penalty: \$0.00
 - Tax Rate Area: 055-011
 - A. P. No.: 516-020-001-3

(Affects PORTION OF PARCEL A OF TRACT II)

5. General and special taxes and assessments for the fiscal year 2018-2019.
- | | |
|---------------------|------------------|
| First Installment: | \$1,637.01, PAID |
| Penalty: | \$0.00 |
| Second Installment: | \$1,637.01, PAID |
| Penalty: | \$0.00 |
| Tax Rate Area: | 055-011 |
| A. P. No.: | 516-020-002-4 |

(Affects PORTION OF PARCEL A OF TRACT II)

6. The property covered by this report is vacant land.
7. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:
- None
8. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

TRACT I:

PARCEL A: INTENTIONALLY DELETED

PARCEL B: (APN: 516-060-019-4)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 1,377.40 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

PARCEL C: (APN: 516-060-021-5)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE WESTERLY 4,400.00 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 3,520.00 FEET.

PARCEL D: (APN: 516-060-022-6)

THE SOUTHERLY 688.70 FEET OF THE NORTHERLY 2,066.10 FEET OF THE NORTH HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 4,400.00 FEET.

TRACT II:

PARCEL A: (APN'S: 516-020-001-3 AND 516-020-002-4)

SECTION 3, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

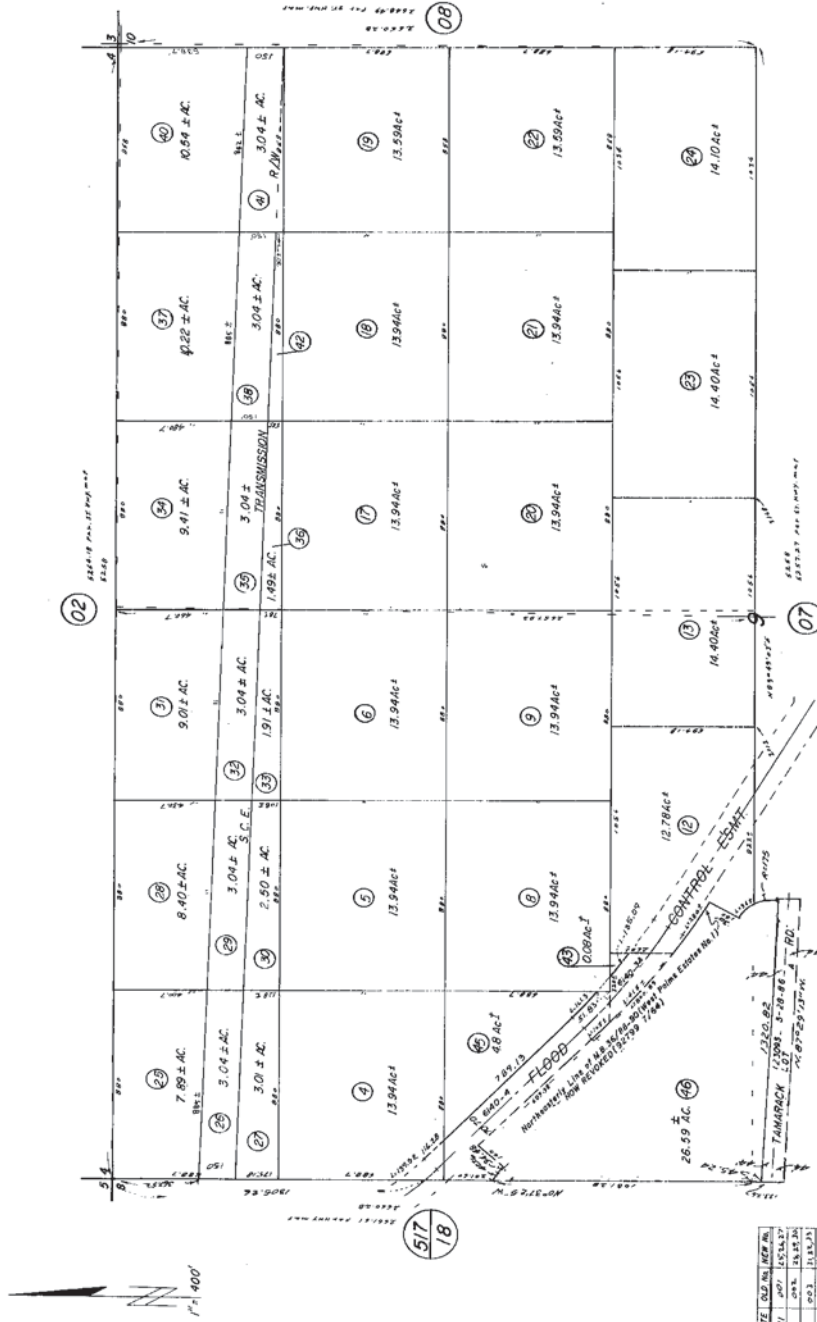
EXCEPT THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED NOVEMBER 28, 1933, IN BOOK 149, PAGE 80 OF OFFICIAL RECORDS.

24-36-7

516-06

T.C.A. 55111, 5535

POR. SEC. 9, T. 3S, R. 3E



DATE	OLD NO.	NEW NO.
1/11	107	107A, 107B
1/11	108	108A, 108B
1/11	109	109A, 109B
1/11	110	110A, 110B
1/11	111	111A, 111B
1/11	112	112A, 112B
1/11	113	113A, 113B
1/11	114	114A, 114B
1/11	115	115A, 115B
1/11	116	116A, 116B
1/11	117	117A, 117B
1/11	118	118A, 118B
1/11	119	119A, 119B
1/11	120	120A, 120B
1/11	121	121A, 121B
1/11	122	122A, 122B
1/11	123	123A, 123B
1/11	124	124A, 124B
1/11	125	125A, 125B
1/11	126	126A, 126B
1/11	127	127A, 127B
1/11	128	128A, 128B
1/11	129	129A, 129B
1/11	130	130A, 130B
1/11	131	131A, 131B
1/11	132	132A, 132B
1/11	133	133A, 133B
1/11	134	134A, 134B
1/11	135	135A, 135B
1/11	136	136A, 136B
1/11	137	137A, 137B
1/11	138	138A, 138B
1/11	139	139A, 139B
1/11	140	140A, 140B
1/11	141	141A, 141B
1/11	142	142A, 142B
1/11	143	143A, 143B
1/11	144	144A, 144B
1/11	145	145A, 145B
1/11	146	146A, 146B
1/11	147	147A, 147B
1/11	148	148A, 148B
1/11	149	149A, 149B
1/11	150	150A, 150B
1/11	151	151A, 151B
1/11	152	152A, 152B
1/11	153	153A, 153B
1/11	154	154A, 154B
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1/11	156	156A, 156B
1/11	157	157A, 157B
1/11	158	158A, 158B
1/11	159	159A, 159B
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1/11	191	191A, 191B
1/11	192	192A, 192B
1/11	193	193A, 193B
1/11	194	194A, 194B
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1/11	196	196A, 196B
1/11	197	197A, 197B
1/11	198	198A, 198B
1/11	199	199A, 199B
1/11	200	200A, 200B

DATA: R/S 6/71, 5/29-34
ST. HWYS. 780, 1011-10811-9, 10, 8 11
JUNE 1969

ASSESSOR'S MAP BK. 516 PR. 06
RIVERSIDE COUNTY, CALIF.

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;

- d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
- (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the

Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Section 19

Wind Characteristics

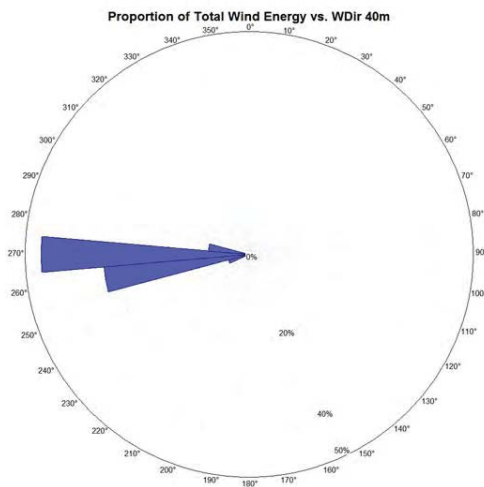
The Alta Mesa in San Gorgonio Pass – Wind Resource Summary

Background:

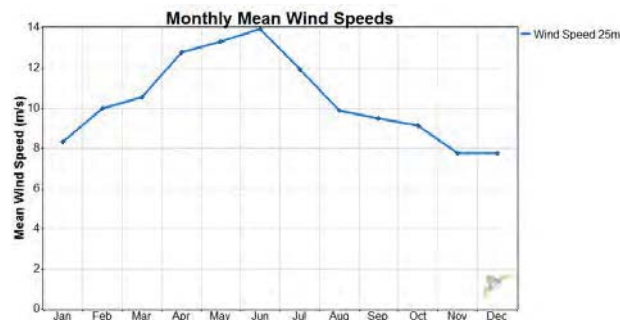
The Alta Mesa 640 windfarm (Alta Mesa) is in the western part of the San Gorgonio Pass region in southern California. It has one of the best wind resources in the Pass. The San Gorgonio Pass is situated east of Riverside and very near Palm Springs. It is a dramatic pass with a floor around 1,000 feet and mountains over 10,000 feet tall on either side. The Alta Mesa is dominated by west winds. The high winds are associated with pressure differences due to the large difference in temperature between the hot interior parts of the State such as the Mojave Desert and the colder Pacific Ocean. These conditions are seasonal and in general the highest winds are in the late spring and summer months when the temperature gradient is strongest.

Wind Direction:

The figure below is an annual wind energy rose from the Alta Mesa that shows a dominant western wind at 270 degrees. About 90% of the annual energy budget comes from the west.

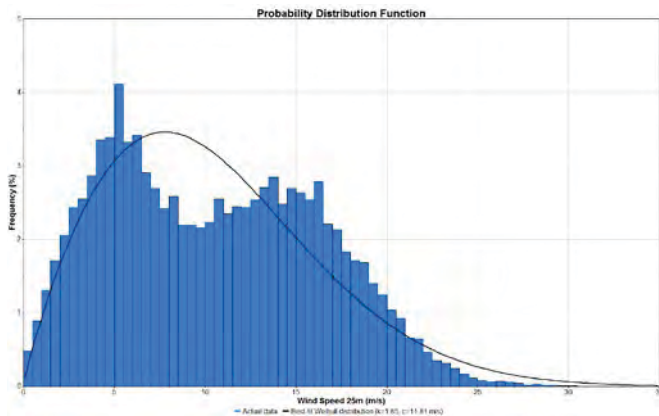


Monthly Mean Wind Speeds and Diurnal Patterns: Monthly mean wind speeds are highest in spring and summer with a peak in April, May and June. The monthly mean speed in June is about 14 mps or 31 mph.



The annual diurnal curve, which shows the time-of-day wind speeds, has a peak in the wind speeds about 10 pm and a slight lull around 10 am. The spring months have a stronger diurnal pattern, meaning larger differences in mean wind speeds from peak (evening) to lull (morning).

Wind Speed Distribution: The Alta Mesa has a unique bi-modal wind speed distribution, which means it has two peaks. This is extremely favorable for energy production since the 15 mps peak is right around the rated speed of most wind turbines. The graph below shows there are peaks in the distribution at about 5 mps (11 mph) and 15 mps (33 mph).



Historical Production:

The existing Alta Mesa windfarm consists of first and second generation wind turbines from the 1980s (Danwin 100-kW) and 1990s (42 Vestas 225-kW). In spite of very close spacing, the Vestas 27m 225-kW turbines have achieved very high capacity factors compared to most turbines installed in that era, as shown in the table below:

Alta Mesa Phase III 42 Vestas V27 225-kW
Actual Annual Production, Availability and Capacity Factor
From 1996 to 2009

Year	Actual Net Production Per Trust Allocation Statements (kWh)	Actual Availability	Actual Capacity Factor
1996	31,524,896	97.41%	41.01%
1997	28,600,379	96.65%	34.55%
1998	32,757,400	96.21%	39.57%
1999	31,040,600	93.60%	37.50%
2000	32,086,600	98.51%	38.76%
2001	30,636,600	96.45%	37.01%
2002	31,918,500	96.95%	38.56%
2003	28,091,700	96.79%	33.93%

2004	27,843,600	94.98%	33.63%
2005	29,557,300	96.22%	35.70%
2006	29,153,500	N/A	35.22%
2007	27,956,700	N/A	33.77%
2008	24,308,800	N/A	29.36%
2009	26,268,500	N/A	32.51%
14-Year Average	29,410,363		35.79%

Wind Data Collection Sources:

A dozen meteorological towers have recorded wind speed data at the Alta Mesa site. The 60m meteorological tower known as SG-1 operated for 20 years on the Alta Mesa site. Except for SG-1, which is no longer operating, Site A9, a 30m tower, has operated the longest and has a 6.5-year period of record. Because of its longevity, Site A9 is used as a local reference tower for the Alta Mesa project. With the exception of SG-1, all of the met towers on Alta Mesa were 50m or shorter. Sites A18 and A-118 have operated for periods of five+ years, Sites B5 and E24 have operated for periods of three to four years and the remaining sites only operated for two to three months. Most of the wind data collected on the Alta Mesa consists of hourly means and standard deviations, although some 10-minute records exist. About 10 years ago, 10-minute data collection became the new standard, rather than hourly records.

Future Wind Data Collection:

At this time, three met towers are being installed or refurbished at the Alta Mesa. Site A9 is being re-instrumented and new and refurbished 50m and 60m towers are being installed. A sodar which can measure winds up to 200m is also being deployed. All data will be collected using the 10-minute standard.

Wind Assessment Studies:

Numerous wind resource assessment reports and estimates have been conducted, including estimates for various layout scenarios, by this author in July 2005, June 2010, and May 2011. In 2017, modeling studies began using the openWind model developed by AWS Truepower, and continue through the present time, as new layouts evolve.

Ron Nierenberg
May 3, 2018

Table 2a

Monthly Diurnal Mean Wind Speeds

Alta Mesa - San Gorgonio Pass
Site A18 82-ft (MPH)

Jan 1, 1997 - Jun 28, 2002

Hour	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Mean
01	19.0	22.9	25.0	30.9	33.9	35.9	31.6	25.8	23.0	20.9	17.7	17.1	25.5
02	18.8	22.9	25.0	30.7	33.0	34.8	30.4	25.4	22.6	21.1	17.6	17.3	25.2
03	19.3	22.7	25.0	30.6	32.0	33.5	29.4	24.0	22.6	20.8	17.4	17.1	24.8
04	19.5	22.8	24.6	29.9	31.1	31.9	28.2	22.4	22.0	20.2	17.3	16.8	24.1
05	19.3	22.9	23.6	28.7	29.9	30.5	26.9	21.2	21.0	20.3	17.3	17.4	23.5
06	19.1	22.8	23.1	27.0	28.1	28.9	24.8	19.4	20.2	19.5	17.7	17.6	22.5
07	19.7	22.3	22.1	25.6	26.2	27.0	22.8	17.9	19.6	19.5	17.7	17.8	21.7
08	19.0	21.4	21.0	24.5	24.7	25.7	20.7	16.3	18.1	18.8	17.4	17.9	20.6
09	18.3	20.4	20.0	24.1	23.5	24.5	18.9	14.6	16.7	18.1	16.6	17.4	19.6
10	17.9	20.6	20.0	23.9	22.9	24.3	18.7	14.3	16.2	17.6	16.2	16.9	19.3
11	18.1	21.2	20.7	24.3	23.4	24.8	18.5	15.0	16.9	18.7	16.3	17.3	19.8
12	18.9	21.9	21.4	25.5	24.5	25.6	19.6	15.6	17.9	19.7	17.5	17.6	20.7
13	19.6	21.8	22.3	26.4	25.6	26.7	21.3	17.0	19.0	20.6	18.2	18.2	21.6
14	19.7	22.2	22.7	27.0	27.0	28.2	23.4	18.6	19.8	21.0	18.2	18.5	22.4
15	19.6	22.3	23.1	27.6	28.5	29.8	25.2	19.6	20.6	20.9	18.2	18.6	23.0
16	18.9	22.0	23.4	28.7	29.7	31.1	26.9	21.0	21.5	21.2	17.7	17.8	23.5
17	18.5	22.1	24.2	29.7	31.1	32.7	28.6	23.7	22.5	21.4	17.3	17.2	24.3
18	18.9	22.2	25.1	30.2	32.1	34.2	30.1	26.1	23.7	21.1	17.2	16.8	25.0
19	19.1	22.6	25.6	31.2	33.8	35.5	31.8	28.0	24.5	21.7	17.3	16.6	25.8
20	19.4	23.0	26.1	31.6	35.1	36.8	32.9	29.8	25.0	21.9	16.9	16.4	26.4
21	19.3	22.8	26.1	31.8	35.4	37.1	33.2	30.1	24.8	21.5	17.0	16.6	26.5
22	19.4	23.2	25.6	32.0	34.9	36.8	33.0	29.7	24.4	21.6	17.4	16.8	26.5
23	19.4	23.2	25.1	32.0	34.7	36.6	32.0	28.4	24.1	21.2	17.4	17.3	26.2
24	19.4	23.6	25.0	31.7	34.1	36.5	31.3	27.0	23.4	21.3	17.9	17.1	25.9
Mean	19.1	22.3	23.6	28.6	29.8	31.2	26.7	22.1	21.3	20.4	17.4	17.3	23.5

Valid Hrs	4464	4056	4446	4313	4462	4212	3716	3710	3587	3690	3577	3715
Missing Hrs	0	0	18	7	2	60	4	10	13	30	23	5

47,948 hours of valid data, 172 hours missing, 99.6% data recovery

Mean of monthly means: 23.3

Figure 1: Monthly Mean Wind Speeds
Alta Mesa - San Gorgonio Pass
Site A18 82-ft (MPH)
Jan 1, 1997 - Jun 28, 2002

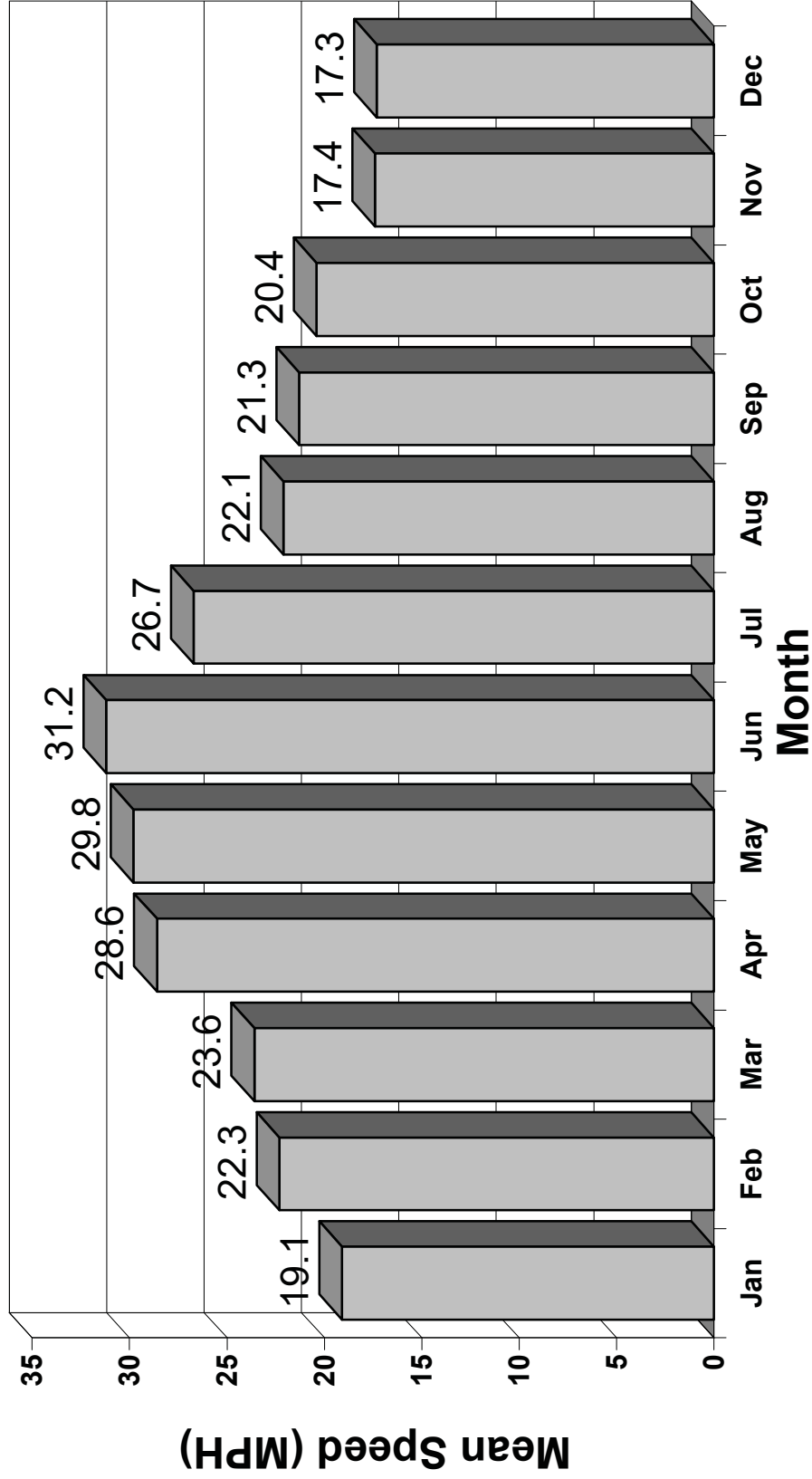


Figure 2: Diurnal Mean Wind Speeds

Alta Mesa - San Geronio Pass

Site A18 82-ft (MPH)

Jan 1, 1997 - Jun 28, 2002

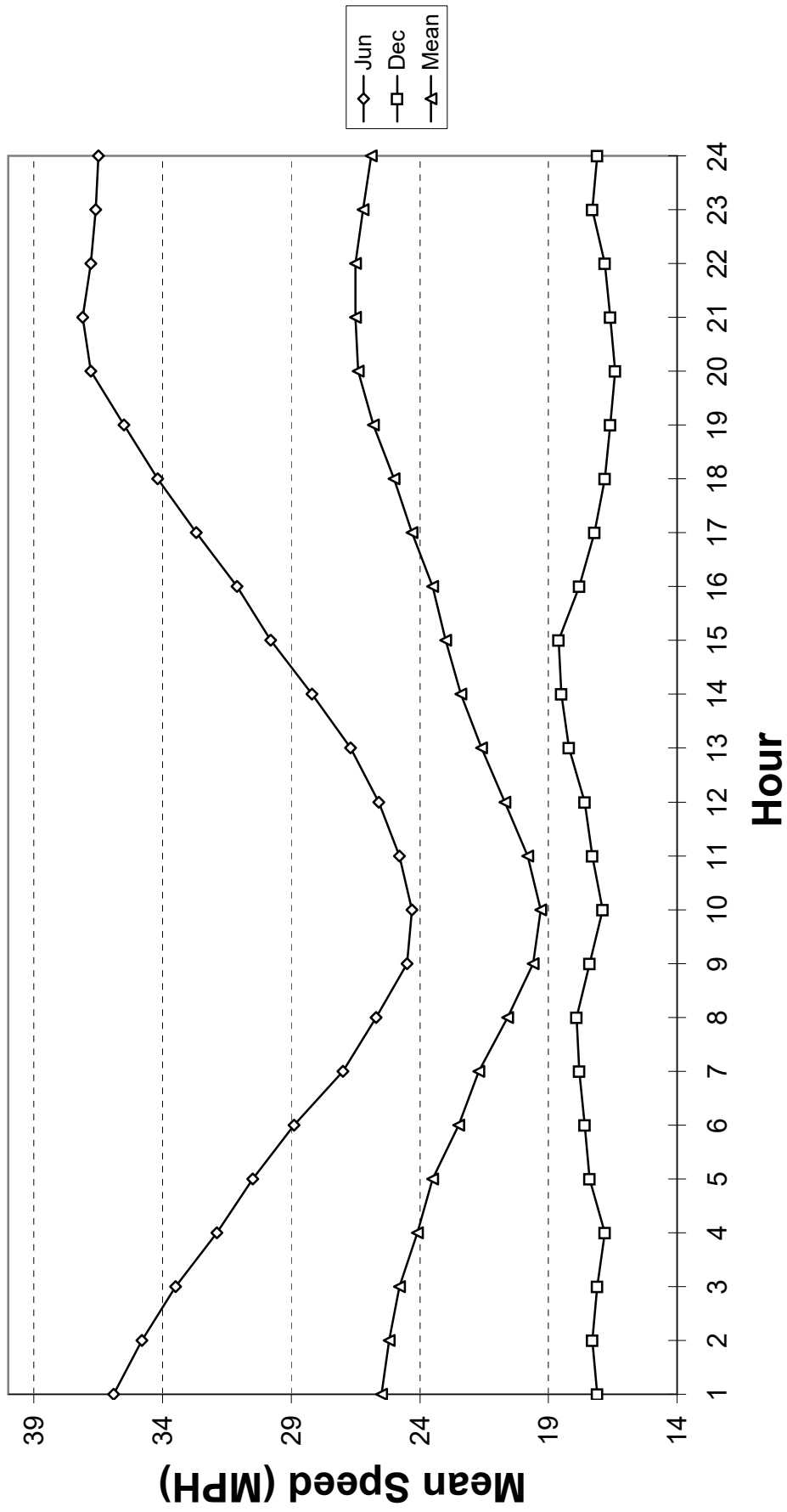


Table 2b

Monthly Diurnal Mean Wind Speeds

Alta Mesa - San Geronio Pass
Site A-118 45-ft (MPH)

Jun 20, 1985 - Aug 31, 1993

Hour	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Mean
01	16.9	16.3	24.0	26.2	34.6	33.3	27.6	27.3	26.0	18.8	20.3	19.3	25.0
02	17.0	15.2	23.5	26.6	34.1	32.7	26.6	26.3	24.9	19.3	19.6	19.2	24.5
03	17.3	16.1	24.8	27.1	33.3	32.0	24.7	25.8	23.9	19.1	20.7	19.4	24.2
04	17.7	16.4	27.6	26.1	32.7	31.1	23.5	24.7	23.5	18.4	20.2	19.4	23.7
05	17.9	16.1	27.1	26.3	31.7	29.8	22.4	22.6	22.5	18.4	20.4	19.1	23.0
06	18.4	15.9	26.2	26.6	30.1	28.4	21.4	21.2	21.3	17.7	20.3	18.6	22.2
07	18.2	14.5	28.5	27.6	28.6	27.1	20.3	19.4	20.2	17.0	20.4	18.9	21.4
08	17.8	15.2	28.5	28.4	26.0	25.6	18.9	17.7	19.0	16.5	19.2	18.1	20.3
09	17.3	12.8	27.0	27.6	25.0	24.0	17.8	17.1	18.1	16.3	18.4	16.7	19.4
10	16.5	12.9	28.3	27.2	24.0	23.5	17.2	16.9	17.9	16.6	18.4	16.4	19.1
11	17.3	14.3	28.9	27.1	23.5	23.9	17.5	17.1	18.9	17.2	19.4	16.6	19.6
12	17.9	13.9	30.6	27.5	24.0	23.9	17.7	17.8	20.0	18.0	19.5	17.4	20.2
13	18.6	16.6	31.6	27.7	24.7	25.0	19.9	20.2	21.1	18.2	19.8	17.1	21.1
14	18.8	18.3	29.7	27.6	26.2	26.5	22.4	22.7	22.0	19.1	19.8	16.6	22.1
15	18.1	17.5	28.7	27.3	27.3	28.0	24.5	24.7	23.0	19.4	19.3	16.4	22.7
16	18.1	15.7	24.5	27.1	28.8	29.2	25.8	27.1	23.7	19.6	19.2	16.4	23.4
17	17.0	15.9	23.7	26.7	29.8	30.4	28.1	29.0	24.6	19.6	20.0	16.2	24.1
18	17.2	16.5	23.2	25.7	31.5	31.8	29.8	30.6	24.9	19.5	20.5	16.5	24.8
19	17.6	16.5	24.0	25.7	33.8	33.8	31.9	31.9	26.3	20.1	20.4	17.1	25.9
20	17.9	15.1	22.9	25.3	35.1	34.8	32.8	32.1	27.5	20.3	20.6	17.3	26.4
21	17.8	15.2	21.5	25.3	35.9	35.0	33.1	31.4	27.8	20.0	20.5	17.8	26.4
22	17.5	16.8	21.0	24.7	36.1	35.7	32.5	30.3	26.7	19.7	20.2	18.2	26.1
23	17.4	16.1	22.4	24.3	36.0	34.8	31.0	29.1	25.9	19.1	21.1	18.4	25.7
24	17.1	16.5	24.9	25.3	34.8	34.1	29.4	28.2	25.7	18.9	20.3	18.9	25.3
Mean	17.6	15.6	25.9	26.5	30.3	29.8	24.9	24.6	23.2	18.6	19.9	17.8	23.2

Valid Hrs	1486	274	448	1025	2224	2408	1539	2950	2859	2953	2849	1826
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22,841 hours of valid data

Mean of monthly means: 22.9



Table 2c

Monthly Diurnal Mean Wind Speeds

Alta Mesa - San Gorgonio Pass
Site A9 75-ft level (MPH)

Jan 1, 1990 - May 31, 1996

Hour	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Mean
01	13.0	16.8	21.6	26.4	30.2	28.4	26.4	21.6	18.9	15.3	14.5	11.9	20.5
02	13.7	16.7	21.0	26.3	29.7	27.9	25.7	20.9	18.6	15.3	14.7	12.2	20.3
03	13.9	17.1	20.3	26.0	29.5	27.3	24.6	19.7	17.8	14.8	14.7	12.2	19.9
04	13.9	17.2	20.1	25.0	28.6	26.1	23.8	18.8	17.1	14.2	14.7	12.7	19.4
05	13.7	16.4	19.5	23.9	27.3	24.3	23.0	17.5	16.1	13.9	14.4	12.4	18.6
06	13.5	16.0	18.8	23.1	26.3	22.7	21.9	16.2	14.9	13.9	14.2	11.9	17.9
07	13.5	15.9	18.2	21.5	24.8	21.1	20.3	15.3	13.7	13.6	13.9	11.9	17.1
08	12.8	15.4	17.6	20.7	23.5	20.0	18.4	13.9	12.8	12.9	13.4	11.4	16.2
09	12.4	14.8	16.8	19.9	22.5	18.9	17.1	12.7	12.3	12.5	13.2	10.8	15.4
10	12.7	14.6	16.9	19.4	22.0	18.9	16.9	12.6	11.7	12.2	13.7	10.7	15.3
11	12.6	15.0	17.8	19.8	22.5	19.6	17.1	13.2	12.8	13.0	14.4	11.2	15.9
12	13.2	15.7	19.0	20.5	23.1	20.9	18.0	14.3	14.4	14.3	15.5	11.7	16.8
13	13.7	16.4	19.7	21.4	24.5	22.5	19.3	15.6	15.5	15.5	16.0	11.9	17.8
14	14.2	16.9	20.0	22.9	26.4	24.1	21.3	17.4	17.1	16.4	16.0	11.7	18.8
15	14.2	17.1	20.4	23.8	27.9	26.0	23.4	18.7	18.1	16.6	15.1	11.7	19.5
16	13.6	17.1	21.6	25.1	29.1	28.0	25.4	20.6	18.7	16.9	13.8	11.2	20.2
17	13.2	16.9	22.1	26.0	30.6	29.3	27.5	22.5	19.1	16.2	12.8	10.9	20.7
18	13.0	16.3	21.7	26.9	31.6	30.6	29.6	24.4	19.7	16.0	12.9	10.7	21.2
19	12.9	16.2	21.5	27.4	32.0	31.7	30.4	25.7	20.7	16.2	12.8	10.3	21.5
20	12.7	16.1	21.7	27.3	32.0	31.5	30.1	26.0	21.5	16.3	12.7	9.8	21.6
21	12.7	15.9	21.6	26.9	31.5	30.9	29.3	25.1	20.6	16.0	13.0	9.9	21.2
22	12.8	16.3	21.2	26.9	31.0	30.0	28.2	23.8	19.7	15.9	13.3	9.8	20.8
23	13.2	16.5	21.3	27.2	30.5	29.5	27.3	23.2	19.3	16.1	13.2	10.4	20.7
24	13.1	17.1	21.7	27.3	30.6	28.9	26.9	22.5	19.0	15.9	13.4	11.0	20.7
Mean	13.3	16.3	20.1	24.2	27.8	25.8	23.8	19.3	17.1	15.0	14.0	11.3	19.1

Valid Hrs	5108	4658	5102	5008	5157	4264	4378	4404	4234	4404	4288	4395
Missing Hrs	100	94	106	32	51	56	86	60	86	60	32	69

55,400 hours of valid data, 832 hours missing, 98.5% data recovery

Mean of monthly means: 19.0

OBJECTIVE

Design, implement, manage and analyze wind energy assessment programs to optimize production from windfarm developments.

QUALIFICATIONS

- * 39 years experience as wind energy meteorologist.
- * Sited/assessed 18.75 GW of capacity in U.S. (23%) and worldwide (20.5 GW).
- * Managed wind monitoring programs with aggregate value of \$10s of millions.
- * Conceived and managed two DOE funded wind research projects.
- * Developed software library for wind energy analysis.
- * Conducted original wind study of the Altamont Pass, world's first windfarm.

ACHIEVEMENTS

Sited/assessed 18,750 MW of windfarms in the U.S. plus ten other countries, including the largest and/or first windfarms in most states. Have sited and assessed more wind power installed capacity than any other individual. (see page 3).

Designed and managed large federally funded wind turbine study. Analyzed energy production test data to determine causes of variability in turbine performance. Resulted in authorship of two DOE/NREL (SERI) reports. Achieved 99.9% data recovery rate.

Consolidated and analyzed wind data from entire Altamont Pass to explain multi-million dollar revenue losses due to macro-scale wake effects. Findings published in five journals.

Developed extensive software library, used exclusively for wind energy analysis, which can run on mainframes or advanced PCs.

Co-authored original wind resource assessment study of the Altamont Pass, published by California Energy Commission, which led to the installation of \$1.75 billion of wind turbines.

Designed and managed hundreds of wind monitoring programs for windfarm developments throughout North America, as well as Patagonia-Argentina, Chile, Mexico, Costa Rica, Honduras, Guatemala, China, India and the UK, to accurately assess economic viability of these projects.

EXPERIENCE

Consulting Meteorologist,	DOE, FPL, and other utilities, and many major U.S. wind developers	1982-Present
Chief Meteorologist,	Windfarms, Ltd.	1981-1982
Meteorologist,	Pacific Gas & Electric Co.	1978-1981
Meteorologist,	Oceanroutes	1977-1978
Researcher,	National Center for Earthquake Research	1975-1976

EDUCATION

- B.S. Meteorology, California State University, San Jose
- B.A. Geography, California State University, San Francisco

PUBLICATIONS

- R. Nierenberg, A. Becker, L. Olszewski, and G. Hagerman, Review of Data from PNNL Offshore Lidar Buoy near Virginia Beach, VA, American Wind Energy Association, October, 2016.
- R. Nierenberg, J.C. Labraga and O.A. Frumento, Wind Resource Mapping of Patagonia, Argentina, American Wind Energy Association, June, 1999.
- R. Nierenberg, Wake Deficit Measurements on the Jess and Souza Ranches, Altamont Pass, U.S. Department of Energy/SERI, April, 1990.
- R. Nierenberg, Free-Flow Variability on the Jess and Souza Ranches, Altamont Pass, U.S. Department of Energy/SERI, March, 1989.
- R. Nierenberg, Macro-Scale Wake Effects, American Wind Energy Association, September, 1989. Portions of this paper appeared in *Wind Power Monthly*, *Independent Energy*, *WindStats Newsletter* and *European Wind Energy Conference and Exhibition*, July, 1989.
- R. Nierenberg, An Innovative Wind Measurement Program Using Fixed, Mobile and Kite Anemometers, American Wind Energy Association, October, 1983.
- Davis, E. and R. Nierenberg, Wind Energy Prospecting in Alameda and Solano Counties, California Energy Commission, May, 1980.

AWARD

Special award “For making critical contributions to the development of wind energy in the U.S. and around the world”, presented by the American Wind Energy Association, April 1998.

List of Projects I have worked on by State

State	Project areas	Total MW
California	33	3,401
Colorado	3	680
Hawaii	3	61
Idaho	3	293
Illinois	2	271
Indiana	4	730
Iowa	8	1,521
Kansas	8	906
Massachusetts	1	29
Michigan	3	108
Minnesota	8	1,068
Montana	2	239
Nebraska	4	129
New Mexico	2	286
New York	3	376
North Dakota	5	392
Oklahoma	5	871
Oregon	8	1,533
Pennsylvania	9	288
South Dakota	2	82
Texas	16	3,256
Utah	2	74
Vermont	3	69
Washington	6	968
West Virginia	1	66
Wisconsin	2	154
Wyoming	8	895
U.S. Total	154	18,745.6
Offshore	23	1,802.8
Grand Total		20,548

Section 20

Legal Land Description

AM Wind Repower, LLC

The following is the legal description for the AM Wind Repower Project.

Turbines:

T3S R3E
N3/4 of Section 3

Access Road:

T3S R3E
N3/4 of Section 3;
N1/4 and W1/4 of Section 4;
NE1/4 of SE1/4 of Section 5;
T2S R3E
S1/2 of SW1/4 and SE1/4 of SE1/4 of Section 33;
S1/2 of SW1/4 of Section 34.

Section 21

Variance Application



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

APPLICATION FOR LAND USE AND DEVELOPMENT

CHECK ONE AS APPROPRIATE:

- PLOT PLAN PUBLIC USE PERMIT VARIANCE
 CONDITIONAL USE PERMIT TEMPORARY USE PERMIT

REVISED PERMIT Original Case No. _____

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATION INFORMATION

Applicant Name: Brookfield Renewable

Contact Person: Jonathan Kirby E-Mail: jonathan.kirby@brookfieldrenewable.com

Mailing Address: 6703 Oak Creek Road
Mojave, CA 93501
Street City State ZIP

Daytime Phone No: (213) 212-0781 Fax No: ()

Engineer/Representative Name: Aspen Environmental Group

Contact Person: Emily Capello E-Mail: ecapello@aspene.com

Mailing Address: 235 Montgomery St. Suite 640
San Francisco, CA 94109
Street City State ZIP

Daytime Phone No: (949) 788-4205 Fax No: ()

Property Owner Name: Alta Mesa 640, LLC

Contact Person: Mohammed Koya E-Mail: mfkoya@hotmail.com

Mailing Address: 4020 Sierra College Boulevard, #200
Rocklin, CA 95677
Street City State ZIP

Daytime Phone No: (916) 628-3064 Fax No: ()

Riverside Office · 4080 Lemon Street, 12th Floor
P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 · Fax (951) 955-1811

Desert Office · 77-588 El Duna Court, Suite H
Palm Desert, California 92211
(760) 863-8277 · Fax (760) 863-7555

"Planning Our Future... Preserving Our Past"

APPLICATION FOR LAND USE AND DEVELOPMENT

Check this box if additional persons or entities have an ownership interest in the subject property(ies) in addition to that indicated above; and attach a separate sheet that references the use permit type and number and list those names, mailing addresses, phone and fax numbers, and email addresses; and provide signatures of those persons or entities having an interest in the real property(ies) involved in this application.

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

(If an authorized agent signs, the agent must submit a letter signed by the owner(s) indicating authority to sign on the owner(s)'s behalf, and if this application is submitted electronically, the "wet-signed" signatures must be submitted to the Planning Department after submittal but before the use permit is ready for public hearing.)

Mohammed F. Kays
PRINTED NAME OF PROPERTY OWNER(S)

Mohammed F. Kays
SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

The Planning Department will primarily direct communications regarding this application to the person identified above as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

AUTHORIZATION FOR CONCURRENT FEE TRANSFER

The applicant authorizes the Planning Department and TLMA to expedite the refund and billing process by transferring monies among concurrent applications to cover processing costs as necessary. Fees collected in excess of the actual cost of providing specific services will be refunded. If additional funds are needed to complete the processing of this application, the applicant will be billed, and processing of the application will cease until the outstanding balance is paid and sufficient funds are available to continue the processing of the application. The applicant understands the deposit fee process as described above, and that there will be **NO** refund of fees which have been expended as part of the application review or other related activities or services, even if the application is withdrawn or the application is ultimately denied.

PROPERTY INFORMATION:

Assessor's Parcel Number(s): 516020001; 516020002; 516020003

Approximate Gross Acreage: 640 acres

General location (nearby or cross streets): North of Interstate 10, South of _____, East of Haugen-Lehmann Way, West of Whitewater Canyon Rd.

APPLICATION FOR LAND USE AND DEVELOPMENT

PROJECT PROPOSAL:

Describe the proposed project.

The proposed project is a repower of the existing wind project. It would involve removal of the existing 159 legacy turbines and installation of up to 14 turbines. The Variance request is to eliminate the wind access setbacks. The project is adjacent to the Mesa Wind Project, owned by Brookfield, the same developer as AM Wind Repower.

Identify the applicable Ordinance No. 348 Section and Subsection reference(s) describing the proposed land use(s): Zoning: Wind Energy, Section 17.1 , 17.2, 17.3

Number of existing lots: _____

EXISTING Buildings/Structures: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
No.*	Square Feet	Height	Stories	Use/Function	To be Removed	Bldg. Permit No.
1	159 turbines	114-145	feet tall	Wind Energy	<input checked="" type="checkbox"/>	
2	Substation			Wind Energy	<input type="checkbox"/>	
3					<input type="checkbox"/>	
4					<input type="checkbox"/>	
5					<input type="checkbox"/>	
6					<input type="checkbox"/>	
7					<input type="checkbox"/>	
8					<input type="checkbox"/>	
9					<input type="checkbox"/>	
10					<input type="checkbox"/>	

Place check in the applicable row, if building or structure is proposed to be removed.

PROPOSED Buildings/Structures: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
No.*	Square Feet	Height	Stories	Use/Function
1	up to 14 turbines	up to 499	feet tall	Wind energy. The WECS would be within the setback for an adjacent wind project, the Mesa Wind Project. However, both projects are being developed by the same parent entity and have been designed with an eliminated wind access setback.
2				
3				
4				
5				
6				
7				
8				
9				
10				

PROPOSED Outdoor Uses/Areas: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
No.*	Square Feet	Use/Function
1		
2		
3		
4		
5		

APPLICATION FOR LAND USE AND DEVELOPMENT

6		
7		
8		
9		
10		

* Match to Buildings/Structures/Outdoor Uses/Areas identified on Exhibit "A".

Check this box if additional buildings/structures exist or are proposed, and attach additional page(s) to identify them.)

Related cases filed in conjunction with this application:

Application for a WECS Commercial Permit

Are there previous development applications filed on the subject property: Yes No

If yes, provide Application No(s). Commercial WECS Permit No. 71 Substantial Conformance No. 4
(e.g. Tentative Parcel Map, Zone Change, etc.)

Initial Study (EA) No. (if known) 40187 EIR No. (if applicable): _____

Have any special studies or reports, such as a traffic study, biological report, archaeological report, geological or geotechnical reports, been prepared for the subject property? Yes No

If yes, indicate the type of report(s) and provide a signed copy(ies): Biological Report, Geological Report

Is the project located within 1,000 feet of a military installation, beneath a low-level flight path or within special use airspace as defined in Section 21098 of the Public Resources Code, and within an urbanized area as defined by Government Code Section 65944? Yes No

Is this an application for a development permit? Yes No

If the project located within either the Santa Ana River/San Jacinto Valley watershed, the Santa Margarita River watershed, or the Whitewater River watershed, check the appropriate checkbox below.

If not known, please refer to [Riverside County's Map My County website](#) to determine if the property is located within any of these watersheds (search for the subject property's Assessor's Parcel Number, then select the "Geographic" Map Layer – then select the "Watershed" sub-layer)

If any of the checkboxes are checked, click on the adjacent hyperlink to open the applicable Checklist Form. Complete the form and attach a copy as part of this application submittal package.

[Santa Ana River/San Jacinto Valley](#)

[Santa Margarita River](#)

[Whitewater River](#)

APPLICATION FOR LAND USE AND DEVELOPMENT

If the applicable Checklist has concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a plan shall be prepared and included with the submittal of this application.

HAZARDOUS WASTE AND SUBSTANCES STATEMENT

The development project and any alternatives proposed in this application are contained on the lists compiled pursuant to Section 65962.5 of the Government Code. Accordingly, the project applicant is required to submit a signed statement that contains the following information:

Name of Applicant: _____

Address: _____

Phone number: _____

Address of site (street name and number if available, and ZIP Code): _____

Local Agency: County of Riverside

Assessor's Book Page, and Parcel Number: _____

Specify any list pursuant to Section 65962.5 of the Government Code: _____

Regulatory Identification number: _____

Date of list: _____

Applicant: _____ Date _____

HAZARDOUS MATERIALS DISCLOSURE STATEMENT

Government Code Section 65850.2 requires the owner or authorized agent for any development project to disclose whether:

1. Compliance will be needed with the applicable requirements of Section 25505 and Article 2 (commencing with Section 25531) of Chapter 6.95 of Division 20 of the Health and Safety Code or the requirements for a permit for construction or modification from the air pollution control district or air quality management district exercising jurisdiction in the area governed by the County. Yes No
2. The proposed project will have more than a threshold quantity of a regulated substance in a process or will contain a source or modified source of hazardous air emissions. Yes No

I (we) certify that my (our) answers are true and correct.

Owner/Authorized Agent (1) Mohamed H. Kaji Date 11/15/19

Owner/Authorized Agent (2) _____ Date _____

APPLICATION FOR LAND USE AND DEVELOPMENT

This completed application form, together with all of the listed requirements provided on the Land Use and Development Application Filing Instructions Handout, are required in order to file an application with the County of Riverside Planning Department.

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\Land Use and Development Condensed application.docx
Created: 04/29/2015 Revised: 08/03/2018