



August 31, 2011

Amy Baker
CEQA Project Manager, Energy Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102-3296

Re: Tule Wind Project - Response to Data Request No. 19

Dear Ms. Baker:

Tule Wind LLC (Tule Wind), a wholly owned subsidiary of Iberdrola Renewables, Inc. (IRI) received your Data Request No. 19 regarding the Tule Wind Project. Attached is Tule Wind's response to Data Request No. 19 regarding your request for the San Diego County Fire Authority (SDCFA), and San Diego Rural Fire Protection District (SDRFPD) Development Agreements.

If you have questions regarding this information, please contact Patrick O'Neill at 858 712-8313.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey Durocher".

Jeffrey Durocher
Senior Wind Permitting Manager

cc (via e-mail): Greg Thomsen, BLM (GThomsen@blm.gov)
Thomas Zale, BLM (Thomas_Zale@blm.gov)
Jeffery Childers, BLM (jchilders@blm.gov)
Rica Nitka, Dudek (rnitka@dudek.com)
Patrick O'Neill, HDR Engineering (Patrick.oneill@hdrinc.com)

Attached: SDRFPD Fire and Emergency Protection Services Agreement (November 2, 2010)

Comment:

Please provide a copy (in its entirety) of the signed Development Agreement between Tule Wind, LLC, San Diego County Fire Authority (SDCFA), and the San Diego Rural Fire Protection District (SDRFPD).

Response:

Tule Wind LLC and the San Diego Rural Fire Protection District (SDRFPD) entered into a Fire and Emergency Protection Services agreement on November 2, 2010. Please see attached.

Tule Wind LLC and the San Diego County Fire Authority (SDCFA) do not have a signed Fire and Emergency Protection Services agreement yet because an agreement of this nature requires Board of Supervisor approval. Accordingly, the agreement will not be finalized until the Board votes on it along with the rest of the Tule Wind Project. However, Tule Wind LLC and the SDCFA staff have started negotiations over the agreement that remain ongoing.

**AGREEMENT FOR PROVISION OF
FIRE AND EMERGENCY PROTECTION SERVICES**

THIS AGREEMENT FOR PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES (“Agreement”) dated as of November 2 2010 (the “Effective Date”), by and between SAN DIEGO RURAL FIRE PROTECTION DISTRICT, a legal agency formed by the Board of Supervisors of the County of San Diego under the Fire Protection Law of 1961 (the “District”), and TULE WIND, LLC (the “Applicant”) (sometimes referred to individually as a “Party” and collectively as “the Parties”).

RECITALS

WHEREAS, the Applicant leases certain real property located within the unincorporated area of County of San Diego and within the District’s jurisdiction (the “Property”), as more particularly described on the attached Exhibit “A” incorporated herein by reference; and

WHEREAS, the Applicant has applied to the County of San Diego (the “County”) to construct the Tule Wind Project on the Property (the “Project”), as more fully described on the attached Exhibit “B” incorporated herein by reference; and

WHEREAS, as a condition of the County’s approval of the Project, the Applicant is required to procure fire and emergency protection services for the Project; and

WHEREAS, the Applicant desires to contract with the District for fire and emergency protection services for the Project; and

WHEREAS, the District desires to provide fire and emergency protection services for the Project as agreed herein.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. The Project

The description of the Project site is contained in Exhibit “B” attached hereto and incorporated by this reference.

2. Scope of Services

Provided that the Applicant timely complies with each of its obligations under this Agreement, the District agrees to provide fire and emergency protection services to the Project, as more fully set forth in the Scope of Services attached hereto as Exhibit “C” and incorporated by this reference (the “Services”). The District will issue a will-serve letter to the Applicant for the Project upon receipt of all of the following: (a) the Applicant’s signature on this Agreement; (b) confirmation that the Deposit (as defined below) has been delivered to the Escrow Depository (as defined below); (c) documentation that establishes legal access to the Property as provided in

Section 7, below; and (d) a Fire Protection Plan approved by the District, attached hereto as Exhibit "D" and incorporated herein by this reference, that incorporates the changes to the Applicant's Fire Protection Plan, dated October 2010, as set forth in the District's letter to the County, dated October 18, 2010.

3. Term

This Agreement shall be effective upon the Effective Date. The initial term of this Agreement shall begin upon Commencement of Construction (as defined below) of the Project and be in effect for a period of ten (10) years thereafter (the "Initial Term"). The Applicant shall give notice to the District at least thirty (30) calendar days prior to the Commencement of Construction pursuant to items (a), (b), or (c) of this paragraph. "Commencement of Construction" shall be the first to occur of: (a) any ground disturbance of any portion of the Property in connection with the Project, except for geotechnical investigation or other environmental analysis required as part of the permitting process; (b) delivery of any materials to any portion of the Property in connection with the Project; (c) delivery of any equipment, including but not limited to a construction trailer, but excluding meteorological tower(s), to the Property in connection with the Project; or (d) notice by the District to the Applicant that the District is aware that any of items (a), (b), or (c) of this paragraph have occurred. The notice by the Applicant to the District pursuant to items (a), (b), or (c), above, or the notice by the District to the Applicant pursuant to item (d), above, shall each be referred to as the "Construction Notice". The Construction Notice shall set forth the number of wind turbines approved in the Approvals (defined in Section 5, below) for the Project.

This Agreement shall be automatically renewed following the Initial Term for consecutive five (5)-year periods (each referred to as a "Renewal Term") for the life of the Project. The Applicant may terminate this Agreement by providing the District sixty (60) calendar days prior written notice if: (aa) the Applicant fails to obtain the Approvals described more fully in Section 5, below on or prior to June 30, 2016; or, (bb) Project operations on the Property entirely cease subsequent to issuance of the Approvals and the Applicant removes all Project improvements from the Property.

4. Annual Compensation

A "Fiscal Year" means the period starting on July 1 and ending on the following June 30. For the Fiscal Year 2010-2011, the Applicant shall pay to the District \$996.44 per acre (or any portion of an acre) multiplied by the whole number of acres (or any portion of an acre) occupied (the "Base Rate") for the Services. The Base Rate shall increase by three percent (3%) each Fiscal Year thereafter (i.e., the rate in effect for the prior Fiscal Year multiplied by 1.03 to obtain the following Fiscal Year's rate). The Applicant anticipates obtaining Approvals to construct and operate 103 wind turbines on the Property, however, the actual number of turbines approved may be more or less. The Parties agree that each wind turbine will be located on one acre (or a portion thereof). If the Approvals allow the Project to be developed with 103 wind turbines to be constructed on the Property, and Commencement of Construction occurs in Fiscal Year 2010-2011, the Applicant shall pay to the District for Fiscal Year 2010-2011 the amount of \$102,633.32, prorated for the number of days for the period beginning with the date of

Commencement of Construction and ending on June 30, 2011. If the Approvals allow fewer than 103 wind turbines to be constructed on the Property, or greater than 103 wind turbines to be constructed on the Property, then the Parties shall make an adjustment of annual compensation based on the number of wind turbines allowed by the Approvals to be constructed on the Property. The Applicant hereby agrees to pay to the District for the Services, in advance, for each Fiscal Year, an amount equal to the Base Rate, increased by 3% for each Fiscal Year thereafter. Payment shall be as follows.

Concurrently with execution of this Agreement, the Applicant shall: (a) execute irrevocable escrow instructions substantially in the form attached hereto as Exhibit "E", incorporated by this reference (the "Irrevocable Escrow Instructions"); (b) deliver the signed Irrevocable Escrow Instructions to the Escrow Depository defined therein, with a copy to the District; and (c) deposit with the Escrow Depository the amount of \$102,633.32 (the "Deposit"). The Applicant acknowledges and agrees that the Escrow Depository shall release the Deposit to the District without further action by the Applicant upon the delivery of the Construction Notice to the Escrow Depository by either the Applicant or the District.

If, on June 30, 2013, this Agreement remains in effect and the Construction Notice has not yet been delivered to the Escrow Depository, then the Applicant shall make an additional deposit (the "Additional Deposit") to the Escrow Depository equal to \$16,346.83, which is the difference between the Deposit increased by three percent (3%) per Fiscal Year from Fiscal Year 2011-12 through 2015-2016 (\$118,980.15), less the Deposit (\$102,633.32). The Applicant acknowledges and agrees that the Escrow Depository shall release the Additional Deposit to the District without further action by the Applicant upon the delivery of the Construction Notice to the Escrow Depository by either the Applicant or the District.

Upon the release of the Deposit to the District, and Additional Deposit, if applicable, the District shall: (aa) calculate the number of days remaining in the current Fiscal Year by determining the days from and including the date of the Construction Notice to and including the next following June 30 (the "Remainder"); (bb) determine the Base Rate for the Services applicable to the Fiscal Year in which the Remainder is calculated (the "Rate"); (cc) multiply the applicable Base Rate times a fraction, the numerator of which is the Remainder, and the denominator of which is 365, which is equal to the proportionate amount of the Base Rate due for the portion of the Fiscal Year in which Commencement of Construction begins (the "Stub Year Amount"); (dd) subtract the Stub Year Amount from the Deposit to calculate the amount of the Deposit remaining (the "Following Year Amount") to be applied to the next following Fiscal Year (the "Following Year"); (ee) calculate the Base rate applicable to the next following Fiscal Year (the "New Rate"); (ff) subtract the Following Year Amount from the New Rate to obtain the "Amount Due For the Following Year". The District shall calculate all of the above and give notice thereof to the Applicant. The Applicant shall pay, on or before July 1 of the Following Year the Amount Due for the Following Year. Thereafter, on or before July 1 of each year the Applicant shall pay to the District the amount equal to the Base Rate increased by 3% per Fiscal Year.

5. Approvals

The Parties agree that the Applicant may terminate this Agreement if the Applicant is unable to obtain all governmental licenses, permits, and/or approvals required of or deemed necessary or appropriate by the Applicant or the County in order to begin Commencement of Construction of the Project, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Approvals") on or before June 30, 2016. The Applicant acknowledges and agrees that the District has no duty or obligation to obtain any such Approvals on behalf of the Applicant

6. Indemnification

The Applicant shall indemnify, defend (with Counsel acceptable to District in its good faith judgment) and hold the District harmless from and against any and all injury, loss, claims of whatsoever character, nature, and kind, including without limitation the Applicant's negligence or willful misconduct whether directly or indirectly arising from or connected with an act or omission of the Applicant or any agents of the Applicant or other persons acting by or on behalf of Applicant, damages, liabilities, costs, and expenses (including reasonable attorney's fees and court costs) arising from or related to or claimed to be caused by the installation, use, maintenance, repair, removal, and/or any other work or service for or in connection with the Project, except to the extent attributable to the bad faith or gross negligence of the District, its employees, agents, or the District's independent contractors. The Applicant's obligations under this Agreement shall be effective upon the Effective Date, regardless of whether any or all approvals and/or actions of the County regarding the Project remain valid or are invalidated by any court. The Applicant's obligations to indemnify, defend, and hold the District harmless shall survive the termination of this Agreement, but shall be limited to events that occurred during the term of this Agreement.

7. Access

At all times during the term of this Agreement, the Applicant shall ensure that the District will have twenty-four (24) hours per day, seven (7) days per week, pedestrian and vehicular access to, over, around, and across the Property for purposes of providing the Services as provided by this Agreement. As a condition of this Agreement, prior to the Effective Date of this Agreement, the Applicant shall demonstrate to the satisfaction of the District that the District, its employees, agents, volunteers, representatives, contractors, successors and assigns, and all other local, state, and federal fire-fighting and/or emergency response agencies and their respective employees, agents, volunteers, representatives, contractors, successors and assigns, will have legal access to the Property that will allow fire and emergency personnel and apparatus entry onto the Property for the purpose of providing the Services during the term of this Agreement.

The Parties acknowledge that this Agreement is not intended to expand, limit, or modify in any way the District's independent rights as a governmental agency to access the Property for purposes of providing the Services described in this Agreement.

8. Site Maintenance

The Applicant agrees to keep and maintain the Property in good condition and clear of hazardous substances (other than hazardous substances used or useful in the construction, operation, or maintenance of the Project in accordance with applicable law) at all times so as to avoid and prevent the creation and/or maintenance of fire or emergency hazards.

9. Assignment

The Applicant may assign this Agreement if the Applicant is transferring all or substantially all of the Project to the assignee; provided, however, to be valid, (a) any such assignment shall be in writing substantially in the form of Exhibit "F" ("Form of Assignment of Agreement For Provision of Fire and Emergency Protection Services") (the "Assignment") attached hereto and incorporated by this reference; (b) the Assignment provides for the Applicant's assignment of all of its obligations under this Agreement to the assignee and the assignee assumes all of such obligations; (c) the Applicant is not released of its obligations to the District under this Agreement that existed prior to the date of the Assignment but is otherwise released; (d) the Assignment contains the name, address, telephone number, facsimile number, and contact person for the assignee; and (e) the District has provided the Applicant and the assignee with written acknowledgement of receipt of the Assignment signed on behalf of the Applicant and the assignee. Any attempted assignment in violation of the foregoing provision shall be void and a material default by the Applicant of this Agreement.

10. Project Site Safety

Unless otherwise provided by the Scope of Services in this Agreement, the District, its employees, agents and independent contractors are not responsible for any condition of the Property or Project site conditions during the term of this Agreement. The Parties acknowledge and agree that the Applicant has responsibility for all conditions of the Property and all Project site conditions, including safety of all persons and property.

11. Breach

Failure to abide by any terms of this Agreement shall constitute a breach of this Agreement. The Party asserting a breach must notify the other Party in writing pursuant to Section 20 below. Each Party shall have the right but not the obligation or duty to cure any breach by the other Party of the terms of this Agreement. An "Event of Default" shall exist if: (a) the breach can be cured solely by the payment of money and the breach is not cured within five (5) business days after the notifying Party delivers notice (a "Breach Notice") thereof to the breaching Party; (b) the breach concerns the District's access to the Property, is within the Applicant's control, and the breach is not cured within five (5) business days after the notifying Party delivers a Breach Notice thereof to the breaching Party; (c) the breach concerns the District's access to the Property, is not within the Applicant's control, and the breach is not cured within thirty (30) days after the notifying Party delivers a Breach Notice thereof to the breaching Party (nothing in this agreement is intended to limit the District's authority to access the Property); or (d) the breach cannot be cured solely by the payment of money and does not

concern the District's access to the Property and the breach is not cured within thirty (30) days after the notifying Party delivers a Breach Notice thereof to the breaching Party. If an Event of Default occurs, the notifying Party shall be entitled to any and all remedies available at law. Should the notifying Party unilaterally elect to cure any such breach by the breaching Party, the breaching Party shall promptly reimburse the notifying Party for all costs and expenses incurred by the notifying Party to effectuate such cure.

12. Jurisdiction and Venue

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California.

13. Successors in Interest

This Agreement and all rights and obligations created by this Agreement shall remain in full force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on such Party's successor in interest.

14. Integration

This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or by a written amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement. The Parties acknowledge and agree that the Recitals set forth above are true and correct and are hereby incorporated by reference.

15. No Third Party Beneficiaries

The Parties hereto agree that there shall be no third-party beneficiaries to this Agreement. This Agreement is not intended to and shall not confer any rights or remedies hereunder upon any other party other than the Parties to this Agreement and their respective successors in interest.

16. Counterparts

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page. The Parties agree that a signed copy of this Agreement transmitted by one Party to the other Party by facsimile transmission or electronic mail as a PDF, shall be binding upon the sending Party to the same extent as if it had delivered a signed original of this Agreement.

17. No Waiver

No failure of any Party to require strict performance by the other Party of any covenant, term or condition of this Agreement, nor any failure of any Party to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect regardless of any existing or subsequent breach. A waiver of any such breach shall not be interpreted to mean that any Party has waived its right to demand in the future the full and complete performance by the other Party of its duties and obligations under this Agreement.

18. Signing Authority

The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or governmental entity and agrees to indemnify and hold the other Party hereto harmless if it is later determined that such authority does not exist.

19. Attorneys' Fees

In the event any action or proceeding is initiated to challenge, invalidate, enforce, or interpret any of the terms of this Agreement, the prevailing party shall be entitled to all attorneys' fees and litigation fees, costs, and expenses in addition to any other relief granted by law. For purposes of this Agreement, "prevailing party" means the party who substantially receives the remedy or award it requested.

20. Notices

All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served, transmitted by facsimile machine or electronic mail, or sent certified mail, return receipt requested, to the following addresses:

To: District San Diego Rural Fire Protection District
 Attn: Fire Chief David Nissen
 14024 Peaceful Valley Ranch Road
 Jamul, CA 91935
 Telephone No. (619) 669-1188
 Facsimile No. (858) 362-8448

With a copy to: Cynthia L. Eldred, Esq.
 Law Office of Cynthia L. Eldred
 2481 Congress Street
 San Diego, CA 92110
 Telephone No. (619) 233-7366
 Facsimile No. (619) 233-7390


To: Applicant Tule Wind, LLC
Attn: Ravy Raviv or Trevor Mihalik
1125 NW Couch Street, Suite 700
Portland, OR 97209
Telephone No. (503) 796-7000
Facsimile No. (503) 796-6906


With a copy to: Latham & Watkins LLP
Attn: Christopher W. Garrett, Esq.
600 W. Broadway, Suite 1800
San Diego, CA 92101
Telephone No. (619) 236-1234
Facsimile No. (619) 696-7419

Any such notice or demand shall be deemed served at the time of delivery if delivered in person, by facsimile transmission, or electronic mail, or on the business day following deposit thereof in the U.S. Mail where sent by registered or certified mail.

“Applicant”

Tule Wind, LLC

By: 
Ravy Raviv
Authorized Representative

By: 
Doug Wilkinson
Authorized Representative

“District”

San Diego Rural Fire Protection District


By: 
David Nissen
Fire Marshal/Fire Chief

Exhibit “A”

Legal Description of the Property

(subject to modification and supplement as project design is finalized)

EXHIBIT "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

The Southwest Quarter of the Southeast Quarter; the East Half of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 28, Township 16 South, Range 7 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey approved August 27, 1880.

Excepting all the coal or other minerals in said land as reserved in Patent from the United States of America, recorded in Book 15, Page 26 of Patents.

Assessor's Parcel Number: **529-110-01**

EXHIBIT "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

The South Half of the Southeast Quarter; the Northwest Quarter of the Southeast Quarter; the West Half of the Northeast Quarter of Section 33, Township 16 South, Range 7 East, San Bernardino Base and Meridian, in the County of San Diego, State of California.

Excepting all the coal or other minerals in said land as reserved in Patent from the United States of America, recorded in Book 15, Page(s) 26 of Patents.

Assessor's Parcel Number: **529-140-01**

EXHIBIT "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

The South Half of the South Half of Section 34, Township 16 South, Range 7 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey approved August 27, 1880.

Excepting all the coal or other minerals in said land as reserved in Patent from the United States of America, recorded in Book 15, Page(s) 26 of Patents.

Assessor's Parcel Number: **529-150-01**

Exhibit “B”

Project Description

1.1.2 Project Description

IBR is proposing to construct and operate the Tule Wind Project located near Boulevard, California, shown in **Figure 1**. The proposed project will consist of wind turbines, an overhead and underground electrical collection system and transmission line, a project collector substation, an O&M building, transportation haul routes and access roads, a temporary concrete batch plant, a parking area, a temporary laydown (staging) areas, and meteorological towers.

The Tule Wind Project will consist of the following components:

- Up to 134 wind turbines, ranging in size between 328 and 492 feet in height and generating capacity between 1.5 megawatts (MW) and 3.0 MW, to produce 200 MW of electricity;
- A 34.5 kilovolt (kV) transmission collector cable system linking each turbine to the next and to the project collector substation, which will run principally underground except in select areas where cultural, environmental, or logistical conditions require an overhead line;
- A 138 kV overhead transmission line running south from the project collector substation to interconnect with SDG&E's proposed Rebuilt Boulevard Substation;
- A 5-acre collector substation site and 5-acre O&M building site;
- Access roads between turbines, as well as improvements to existing roadways and new roadways to accommodate construction and delivery of equipment;
- A temporary batch plant for construction located on a 5 acre area;
- A 10-acre parking area;
- Nineteen 2-acre temporary lay down areas; and
- Two permanent meteorological towers and one sonic detection and ranging (SODAR) unit.

The maximum build-out of the project allows for up to 200 MW of installed wind turbine capacity. This 200 MW could consist of as many as 134 1.5 MW turbines, as little as 67 3.0 MW turbines, or some intermediate mix of turbines ranging in output from 1.5 MW to 3.0 MW. Turbines with a smaller output can be spaced closer together, whereas turbines with a larger output require larger spacing. At this time, the 134-turbine layout proposes 97 wind turbines on BLM land, 17 turbines on Tribal lands, 7 turbines on State lands, and 13 turbines on privately-owned land, commonly known as Rough Acres Ranch.

The project will include an approximate 5,000 square foot, pre-engineered metal O&M building, located next to the collector substation to house operations personnel and critical spare parts. A typical O&M Building is illustrated in **Figure 4**.^[1] The O&M building will include a foundation, with electrical and heating, ventilation, and air conditioning (HVAC) systems. The O&M building will also include a septic system and well to provide up to 5 gallons per minute of potable water throughout operations. Once the project is operational, the O&M facility will use approximately 2,500 gallons per day of water.

The only staffed structure as part of the project is the proposed O&M building. The project is expected to be supported by up to 12 full time employees on the O&M staff. Typically, O&M staff will be present on-site during normal business hours.

^[1] Note: Figure 4 is a typical example and does not identify the required fuel modification zone. However, as described within this Conceptual Draft FPP, a minimum 100-foot radius fuel modification zone will be provided.

The proposed location for the project collector substation is shown on **Figure 2**. Construction will generally consist of the installation of concrete pads and electric transformers. Areas not covered by concrete pads will be surfaced with gravel to minimize erosion and surface runoff, and to provide fire protection through prevention of weedy growth. The collector substation will be fenced with security fencing to minimize the potential for entry by non-authorized personnel. A typical substation site is included as **Figure 5**.^[2]

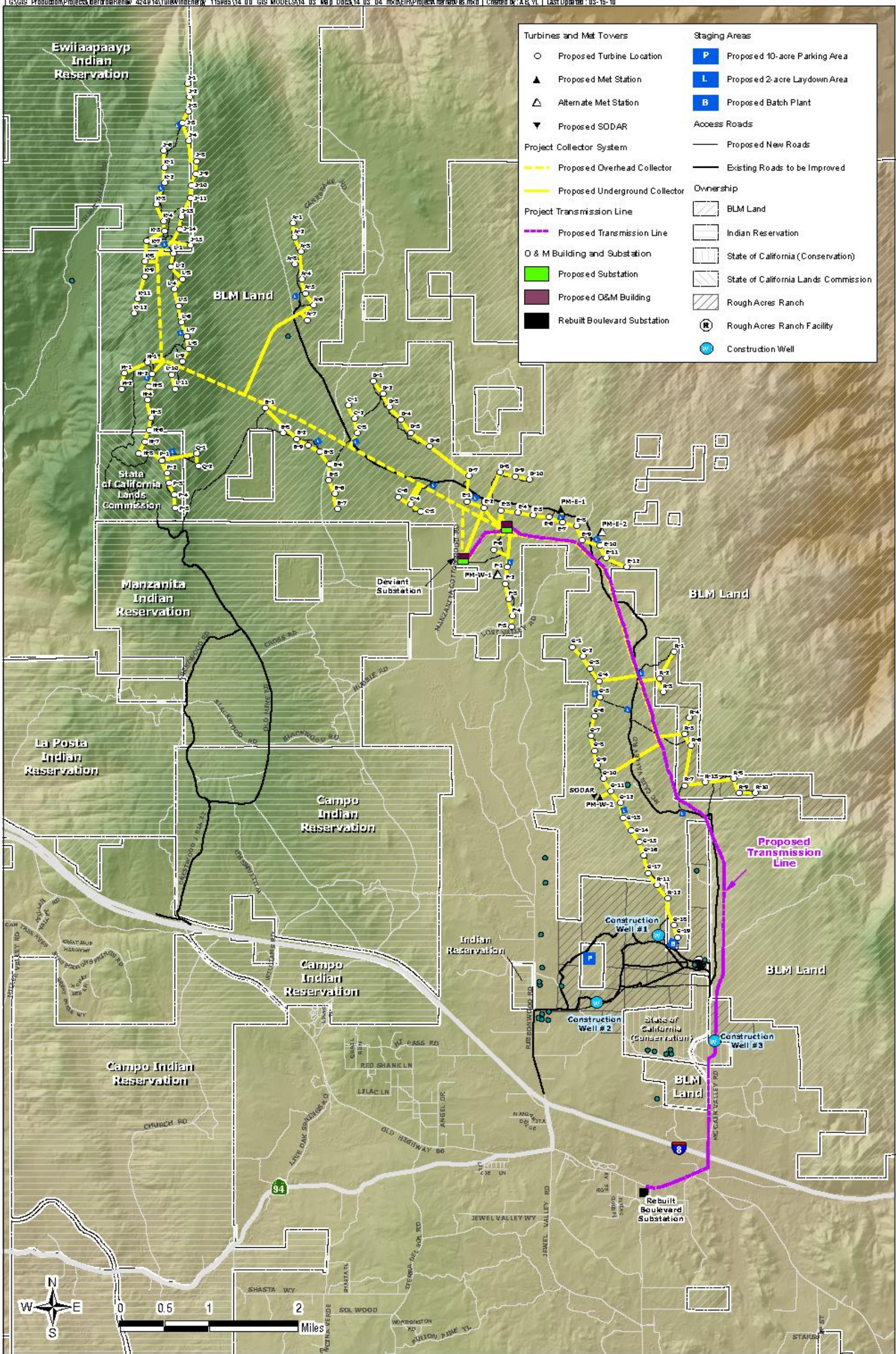
Proposed turbine locations are shown on **Figure 2**. The wind tower foundations will be approximately 60 feet in diameter, and 7 to 10 feet deep. The project proposes up to a 200-foot cleared area around each turbine depending on the site topography. Upon completion of construction, with the exception of an area 60 feet in diameter (gravel up to a 10-foot radius to provide surface stabilization), the 200-foot cleared area would be revegetated with fire safe (non-combustible), low fuel vegetation, in a spacing and height configuration consistent with fire agency standard practices for a distance necessary to provide a minimum of 100 feet of fuel management from the turbine base and/or transformer. The impact analysis in the environmental document assumes a permanent impact to a 200-foot radius around each turbine. Fuel management within the 200-foot radius area would be performed, annually prior to May 1 and more often as needed. A typical turbine tower design is illustrated in **Figure 6**. A typical turbine site is illustrated in **Figure 7**. A typical turbine nacelle with labeled internal equipment is illustrated in **Figure 8**.

Two permanent meteorological towers will also be installed; their locations are noted on **Figure 2**. The towers will be free standing (no guy wires) and approximately 196 feet high with a concrete foundation. Installation will follow all safety measures contained in IBR's Health and Safety Manual. A permanent sonic detection and ranging SODAR unit will also be placed on-site and fenced.

Electricity generated by the wind turbines will be collected through 34.5kV collector lines and delivered to the project collector substation. The 34.5kV collector lines will principally be placed underground, except in locations where site-specific conditions require that they run aboveground.

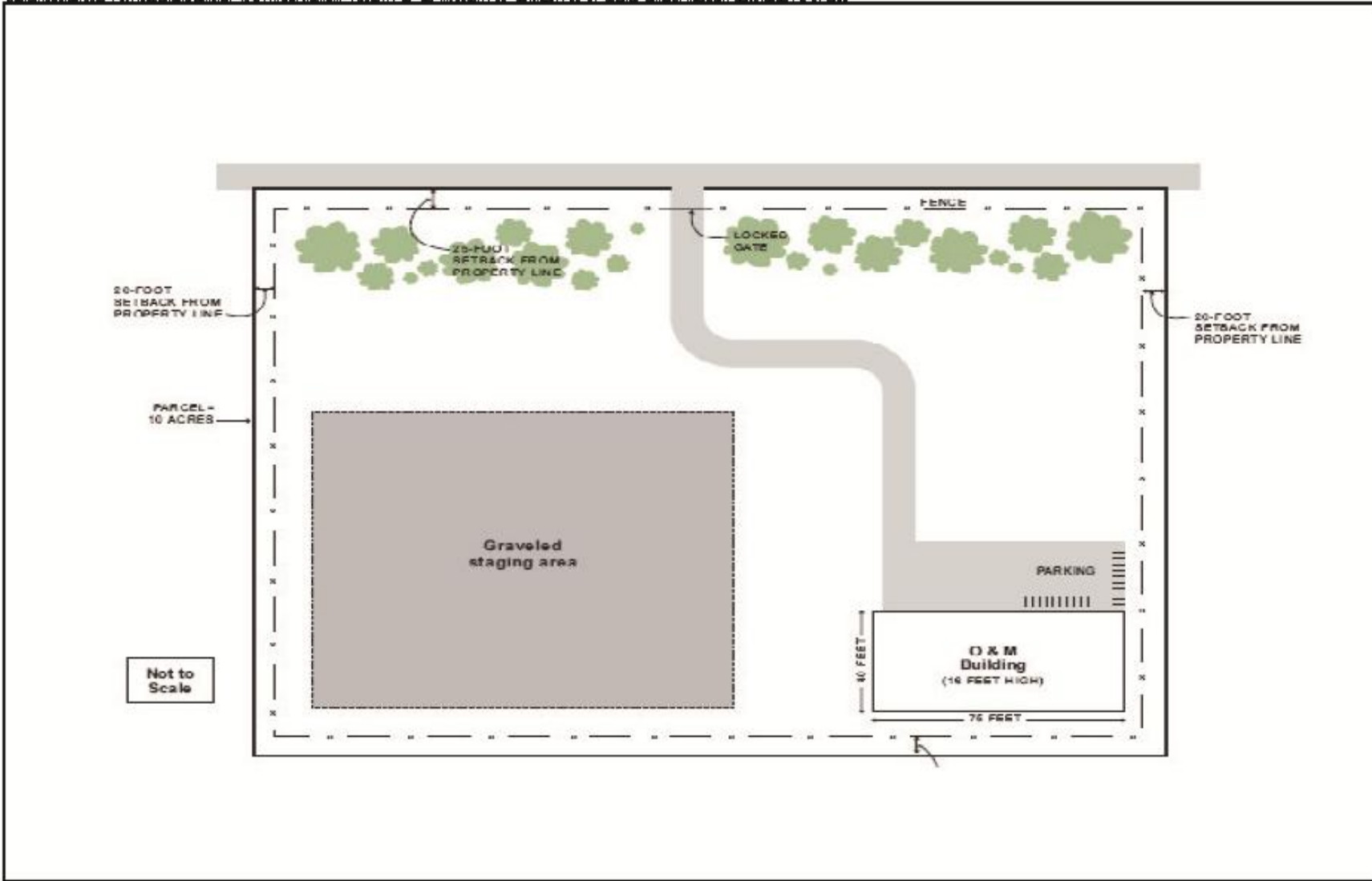
After the electricity is stepped up to 138 kV at the project collector substation, an approximate 9.7-mile long 138 kV transmission line will interconnect the project collector substation with SDG&E's proposed Rebuilt Boulevard Substation, which is part of the SDG&E ECO Substation Project.

^[2] Note: Figure 5 is a typical example and does not identify the required fuel modification zone. However, as described within this Conceptual Draft FPP, a minimum 100-foot fuel modification zone will be provided.



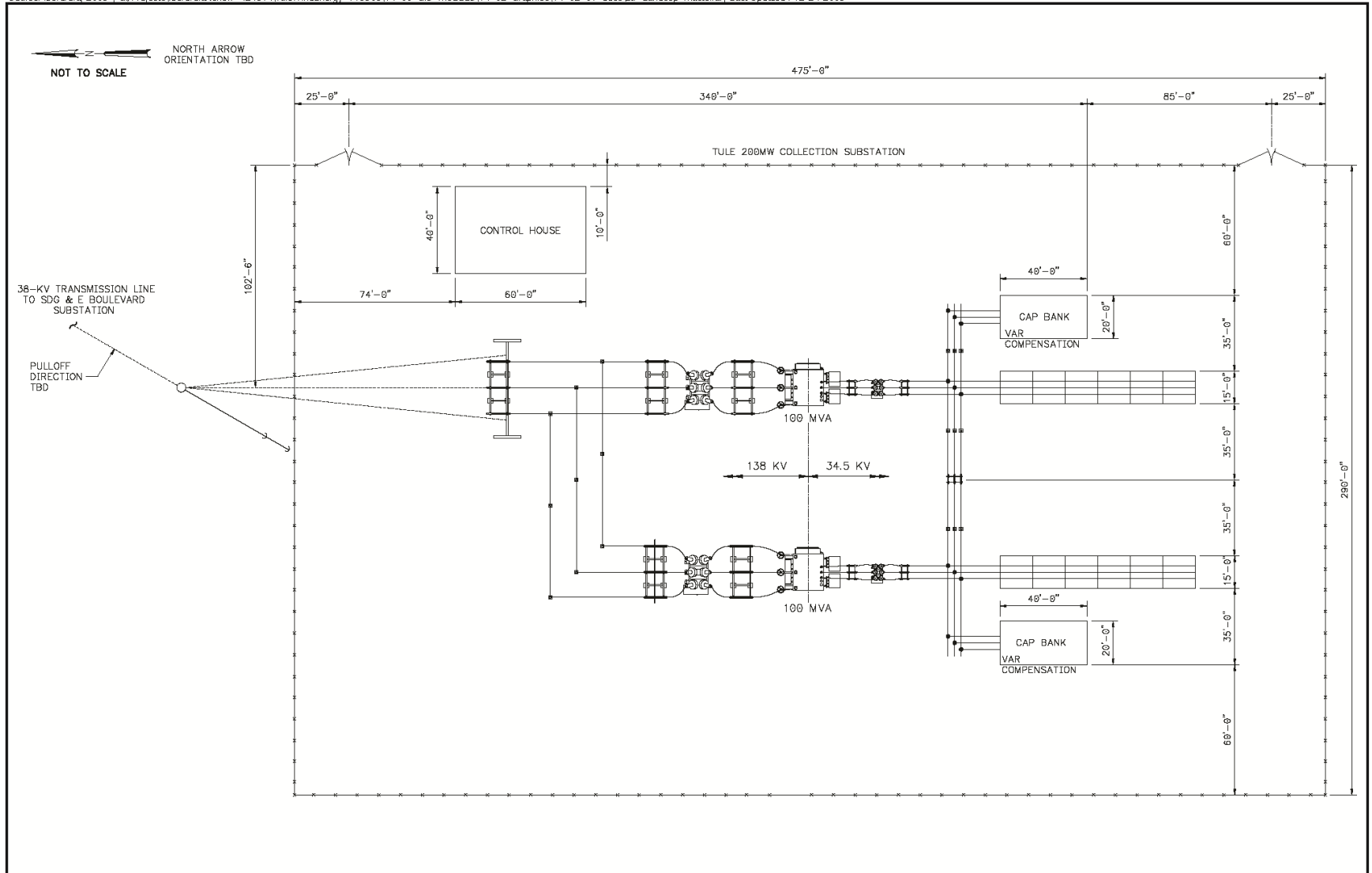
Proposed Project

Figure 2



Typical Operations and Maintenance Facility Site

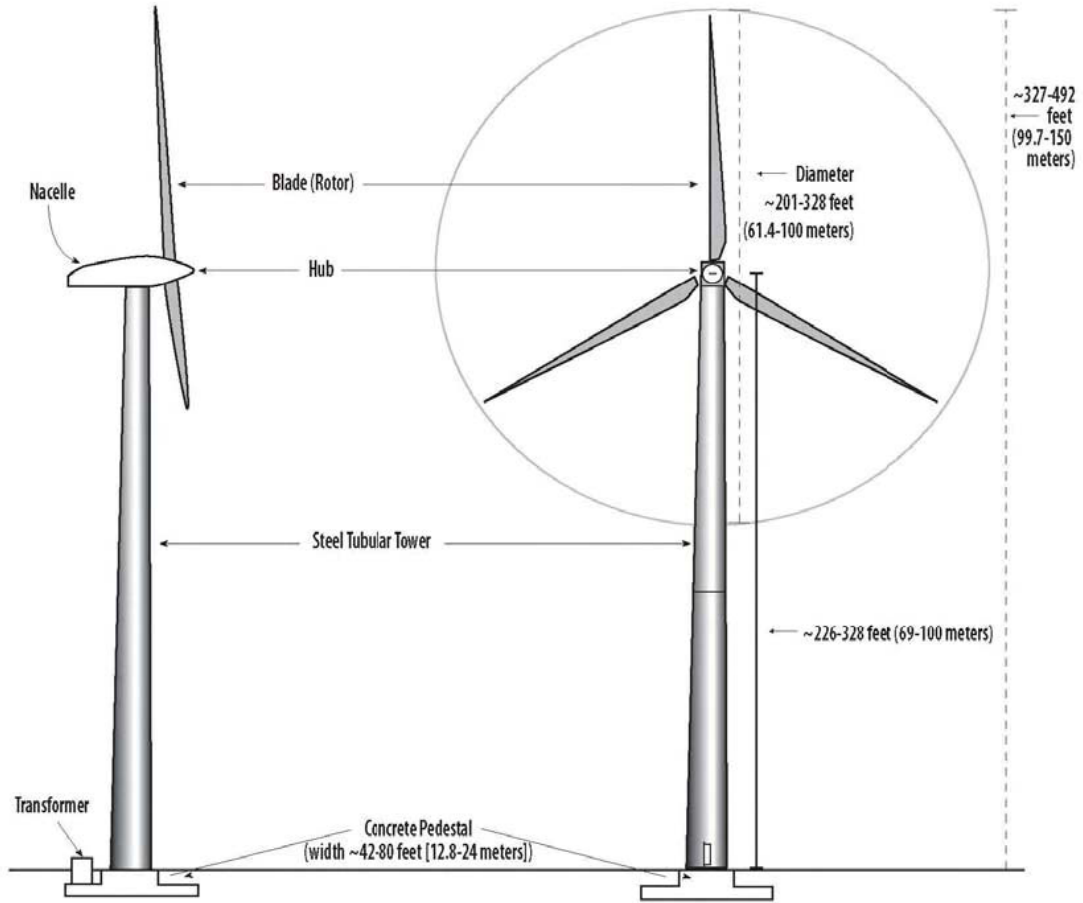
Figure 4



200 MW Collection Plan Station View

Figure 5

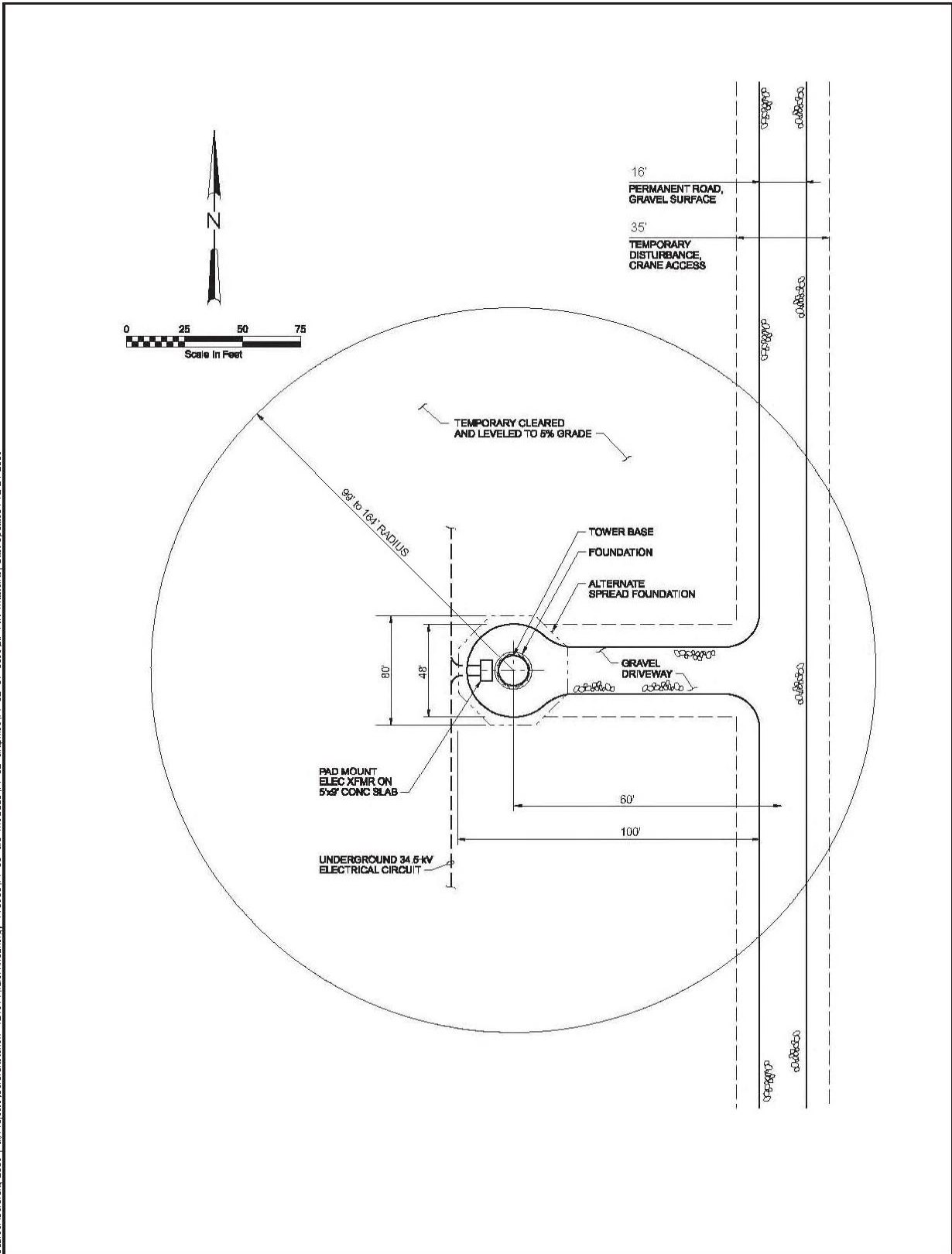
Source: Iberdrola, 2009. | G:\Projects\IberdrolaRenew_424914\U\Wind\Energy_115986\14_00_GIS_MODEL\S14_02_01_doss\1r_PRT_mast\1r_PRT_mast.dwg | Last Updated: 12-24-2009



Preliminary Turbine Tower Design

Figure 6

Source: Iberrola, 2009. | G:\Projects\Iberrola\Renew_424914\TuleWindEnergy_11586514_00_GIS_MODELS\14_02_Graphics\14_02_01_docs\Irr_Prtt_maestral_LastUpdated_12-24-2009



Typical Turbine Site

Figure 7

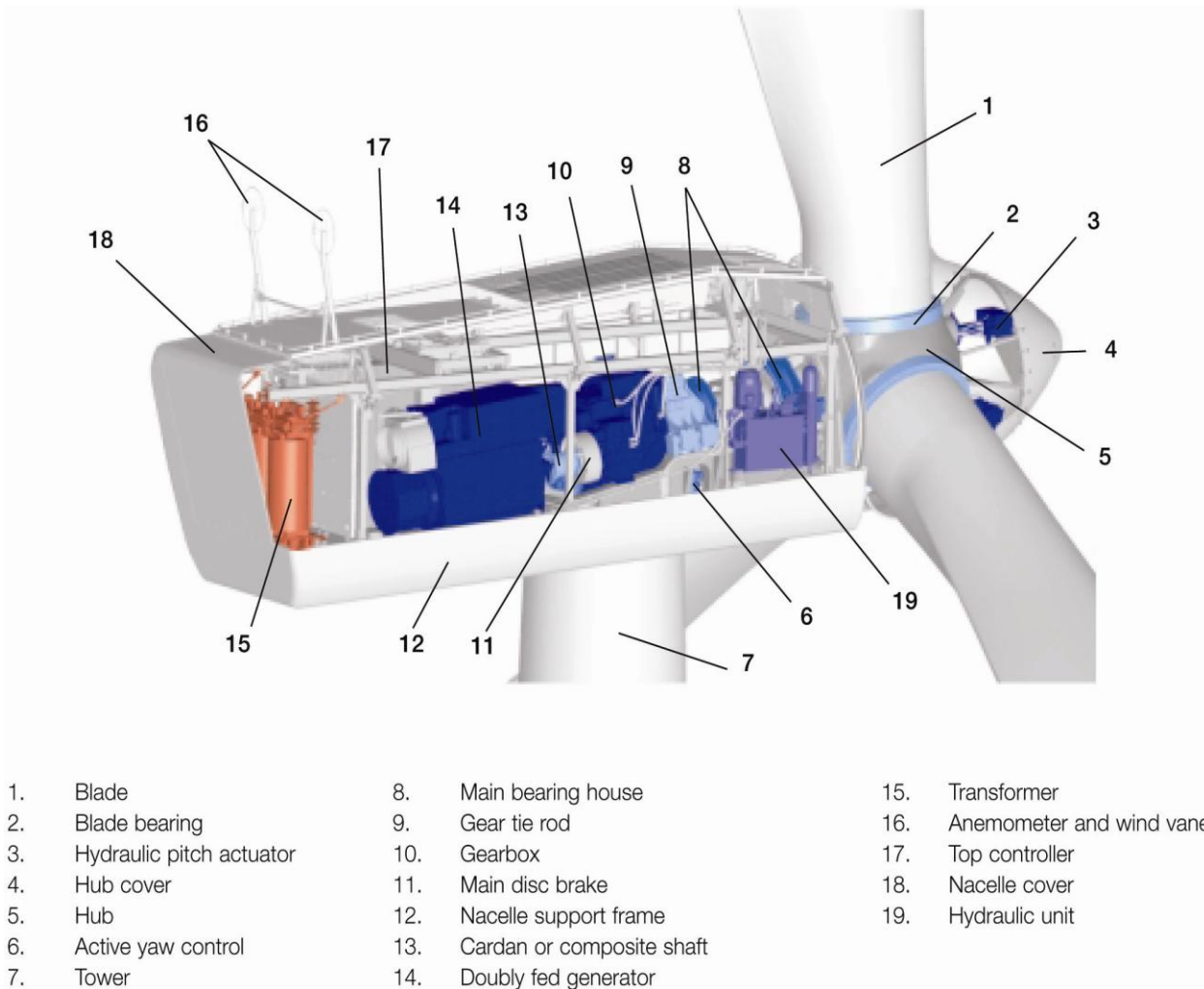


Figure 8

Exhibit “C”

Scope of Services

The District will provide necessary fire suppression and emergency medical support services as the first responder provider and will stand by in a state of readiness to perform these duties when not engaged in active fire suppression or emergency services.

The District will engage in the control or extinguishment of a fire of any type and perform activities which are required for and directly related to the control and extinguishment of fires.

The District has the right to review all building plans to ensure that the plans comply with all applicable fire codes and regulations. The District’s fire prevention inspectors may conduct periodic inspections of construction activities or facilities to ensure that business operations are conducted in a safe manner and are consistent with all applicable fire suppression rules and regulations.

Exhibit “D”

Applicant’s Approved Fire Protection Plan

Exhibit “E”

Form of Irrevocable Escrow Instructions

San Diego Rural Fire Protection District
Attn: Fire Chief David Nissen
14024 Peaceful Valley Ranch Road
Jamul, CA 91935
Telephone No. (619) 669-1188
Facsimile No. (858) 362-8448

IRREVOCABLE ESCROW AGREEMENT

This Irrevocable Escrow Agreement (“**Escrow Agreement**”) is made and entered into as of _____, 2010 (“**Effective Date**”), by and among Tule Wind, LLC (the “**Applicant**” or “**Provider**”), the San Diego Rural Fire Protection District, a legal agency formed by the Board of Supervisors of the County of San Diego under the Fire Protection Law of 1961 (the “**District**” or “**Escrow Holder**”).

RECITALS

A. The Applicant and the District have entered into that certain Agreement for Provision of Fire and Emergency Protection Services as of the Effective Date, _____, 2010 (“**Fire Services Agreement**”).

B. The Fire Services Agreement provides that the Applicant will deposit certain funds with an Escrow Holder. The Applicant and the District have designated the District to act as such Escrow Holder and wish to provide joint written instructions to the District as to the conditions under which the Deposit and any Additional Deposit (as defined below) will be held.

C. The District has agreed to act as the Escrow Holder provided that it is understood that this is a limited escrow only and is being opened solely for the purposes set forth, and is subject only to the terms and conditions contained, in this Escrow Agreement.

NOW, THEREFORE the parties agree as follows.

AGREEMENTS

1. **Incorporation of Recitals.** The recitals set forth above are incorporated and by this reference are made a part of this Section 1 as if said recitals were set forth in full as warranties and covenants.
2. **Fire Services Agreement.** The Applicant and the District agree that, as between themselves, to the extent that any terms in this Escrow Agreement vary from the terms in the Fire Services Agreement, the terms of the Fire Services Agreement shall govern.
3. **Deposit.** Concurrently with execution of this Escrow Agreement and delivery of signatures to District, Provider will deposit the sum of **\$102,633.32**, (the “**Deposit**”) with the Escrow Holder. Upon receipt of the Deposit, the Escrow Holder will do the following:

A. **Invest Funds** Place the Deposit into an interest bearing account with all interest accruing to the account of the Applicant. Concurrently with the deposit of a signed copy of this Escrow Agreement, the Applicant will provide the Escrow Holder with the required IRS Form W-9 and Investment Instructions required to establish such account.

B. **Give Notice** The Escrow Holder will send a written notice to Provider and to District at the address shown, confirming that the Deposit has been received by Escrow Holder:

To the Applicant:

Tule Wind, LLC
Attn: Ravy Raviv or Trevor Mihalik
1125 NW Couch Street, Suite 700
Portland, OR 97209
Telephone No. (503) 796-7000
Facsimile No. (503) 796-6906

With a Copy to:

Latham & Watkins LLP
Attn: Christopher W. Garrett, Esq.
600 W. Broadway, Suite 1800
San Diego, CA 92101
Telephone No. (619) 236-1234
Facsimile No. (619) 696-7419

To the District:

San Diego Rural Fire Protection District
Chief Dave Nissen
San Diego Rural Fire Protection District
14024 Peaceful Valley Ranch Road
Jamul, CA 91935
Phone: (619) 669-1188
Facsimile: (619) 669-1798
Email: dave.nissen@fire.ca.gov

With a Copy to:

Cynthia L. Eldred, Esq.
The Law Office of Cynthia L. Eldred
2481 Congress Street
San Diego, CA 92110
Telephone: (619) 233-7366
Fax: (619) 233-7390
Email: cindy@eldredlaw.com

4. **Additional Deposit.** If, on June 30, 2013, the Fire Services Agreement remains in effect and the Construction Notice has not yet been delivered to the Escrow Depository, then the Provider will deposit the sum of **\$16,346.83**, (the “**Additional Deposit**”) with the Escrow Holder. Upon receipt of the Additional Deposit, the Escrow Holder will take the same actions described in Section 3.A and 3.B, above.

5. **Release of Cash Deposit.** The Escrow Holder shall immediately release the Deposit, and Additional Deposit, if applicable, upon the occurrence of one or more of the following events:

A. **Release to District** The Escrow Holder will immediately, and without requirement for any further instructions, release the Deposit to the District upon the earlier to occur of the following:

(1) **Applicant Notice** Written notice from the Applicant to the Escrow Holder that Commencement of Construction has occurred or is about to occur on the Applicant’s Tule Wind Project (the “Project”); or

(2) **District Notice** Written notice from the District that Commencement of Construction has occurred on the Project.

B. **Joint Instructions** At any time, or from time to time, the Applicant and the District may provide a joint written notice (“Joint Notice”) to the Escrow Holder as to the release of all or a portion of the Deposit and the interest thereon. Upon receipt of such Joint Notice, the Escrow Holder shall release the Deposit or portions thereof, as provided in the Joint Notice.

C. **Court Order** Upon the Escrow Holder’s receipt of a conformed copy of an order from a court of competent jurisdiction, which specifically instructs the Escrow Holder to disburse the funds, the Escrow Holder will disburse the funds as provided in such order.

D. **Release on June 30, 2016** If, as of June 30, 2016 (the “**Outside Termination Date**”), the Deposit or any portion thereof, and/or the Additional Deposit or any portion thereof, remains in escrow, then this escrow shall automatically terminate and the Escrow Holder shall release to the Applicant the Deposit, and the Additional Deposit, if applicable, and any interest accrued thereon less any amounts owing to the Escrow Holder. It is understood that the Escrow Holder shall not be responsible for “calendar” the Outside Termination Date, and if the Escrow Holder discovers after such date that the escrow terminated, then at such later date the Escrow Holder will disburse the funds to the Applicant.

6. **Limited Escrow.** It is understood and agreed that the obligations and responsibilities of the Escrow Holder shall be **strictly limited to those specifically set forth in this Escrow Agreement.** The Escrow Holder shall have no liability or concern for any acts not specifically described in this Escrow Agreement, including any acts to any third party or beneficiary. The Escrow Holder is accepting this escrow based on the following representations of the Applicant and the District.

A. **Legal Counsel** The Escrow Holder has accepted this escrow based on the representations of the Applicant and the District that each is represented by legal counsel.

B. **Action in Interpleader** In the event of a controversy involving this escrow, the Escrow Holder reserves the right, at the Escrow Holder's option, to file an Action in Interpleader.

7. **Escrow Holder's Fee.** The Escrow Holder shall charge no fee for services herein.

8. **General Conditions.**

A. **Counterparts** This Escrow Agreement may be executed in any number of identical counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts taken together shall constitute but a single instrument. The Parties agree that a signed copy of this Escrow Agreement transmitted by one Party to the other Party by facsimile transmission or electronic mail as a PDF, shall be binding upon the sending Party to the same extent as if it had delivered a signed original.

B. **Amendments** No amendments to this Agreement shall be effective unless they are in writing, executed by all parties and deposited into this escrow.

IN WITNESS WHEREOF, this Escrow Agreement has been executed by the parties effective as of the date indicated above.

“Applicant”

Tule Wind, LLC

By: _____
Ravy Raviv
Authorized Representative

By: _____
Trevor Mihalik
Authorized Representative

“Escrow Holder”

San Diego Rural Fire Protection District

By: _____
David Nissen
Fire Marshal/Fire Chief

“District”

San Diego Rural Fire Protection District

By: _____
David Nissen
Fire Marshal/Fire Chief

Exhibit “F”

Form of Assignment of Agreement For Provision of Fire and Emergency Protection Services

**ASSIGNMENT OF AGREEMENT FOR PROVISION OF
FIRE AND EMERGENCY PROTECTION SERVICES**

THIS ASSIGNMENT OF AGREEMENT FOR PROVISION OF FIRE AND EMERGENCY PROTECTION SERVICES (this "Assignment") is entered into as of _____, 20__ by and between TULE WIND, LLC, an Oregon limited liability company ("Assignor"), and _____, a _____ ("Assignee").

WITNESSETH:

WHEREAS, Assignor is a party to that certain Agreement For Provision of Fire and Emergency Protection Services, dated as of _____ (the "Agreement"), pursuant to which the San Diego Rural Fire Protection District ("District") provides fire and emergency protection services to the Tule Wind Project ("Project") constructed on certain real property located within the unincorporated area of County of San Diego and within the District's jurisdiction (the "Property"), including certain real property in the unincorporated area of San Diego County;

WHEREAS, Assignor hereby represents and warrants to the District that it is selling, transferring, and assigning to Assignee all of its right, title, interest, powers and privileges in, to and under the Project, including the Agreement, and Assignee intends hereby to accept the assignment and to assume as and to the extent provided below the obligations of Assignor with respect to the Agreement;

WHEREAS, Assignee hereby represents and warrants to the District that it is buying and receiving from Assignor all of Assignor's right, title, interest, powers and privileges in, to and under the Project, including the Agreement, and Assignee intends hereby to accept the assignment and assume as and to the extent provided below the obligations of Assignor with respect to the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assigned Agreement**. Assignor hereby sells, transfers and assigns to Assignee all of its right, title, interests, powers and privileges in, to and under the Agreement. Assignee hereby accepts and agrees to perform all of the terms, covenants and conditions of the Agreement, and to make all payments when due with respect thereto, in each case due to be performed or made on or after the date hereof but not prior hereto (which prior obligations and payments Assignor agrees to perform and pay).

2. **Successors and Assigns**. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

3. **Governing Law.** This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California. **EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.** Any legal action or proceeding with respect to this Assignment or any of the transactions contemplated herein may be brought in the courts of the State of California located in San Diego County or of the United States of America for the State of California, and, by execution and delivery of this Assignment, each of the parties hereto hereby accepts generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. Each of the parties hereto hereby irrevocably waives, in connection with any such action or proceeding, any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

4. **Attorneys' Fees.** In the event of a proceeding or action by one party against the other party with respect to the interpretation or enforcement of this Assignment, the prevailing party shall be entitled to recover reasonable costs and expenses, including reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial or appellate level. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments or position prevailed.

5. **Miscellaneous.**

a. This Assignment may be executed, including executed by facsimile or electronic signature, in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. A facsimile or electronic signature to this Assignment shall be sufficient to prove the execution hereof by any person.

b. Any provision of this Assignment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6. **Further Assurances.** In case at any time after the date hereof any reasonable further action is necessary to carry out the purposes of this Assignment, including, without limitation, the delivery of any consents, the Agreement, or any written notices, plans, studies, drawings, specifications or other documentation to Assignee, Assignor and Assignee will take or cause to be taken such further action (including the execution and delivery of such further instruments and documents) as the other party reasonably may request, all without further consideration.

7. **Notices.** Unless otherwise provided in this Assignment, any notice or request (“Notice”) shall be in writing to the address provided below and delivered by hand delivery, United States mail, overnight courier service, facsimile, or electronic mail. Notice by facsimile, electronic mail, or hand delivery shall be effective at the close of business on the day received, if the entire document was received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day after it was sent for “next-day delivery” or its equivalent by a nationally-recognized overnight courier or personally delivered. Notice by overnight courier service shall be effective on the next Business Day after it was sent. Notice by United States mail shall be effective on the day it was received. A Party may change its address by providing Notice of same to the other Party in accordance with this Section 7.

To Assignor:

Tule Wind, LLC
1125 NW Couch Street, Suite 700
Portland, OR 97209
Attn: Ravy Raviv or Trevor Mihalik
Telephone No. (503) 796-7000
Facsimile No. (503) 796-6906

To Assignee:

Attention: _____
Telephone: _____
Facsimile: _____

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Assignment has been duly signed and sealed by the parties as of the date set forth above.

ASSIGNOR
Tule Wind, LLC,
an Oregon Limited Liability Company

ASSIGNEE
_____,
a _____

By: _____
Ravy Raviv
Authorized Representative

By: _____
Name: _____
Its: _____

By: _____
Trevor Mihalik
Authorized Representative

The San Diego Rural Fire Protection District hereby acknowledges the receipt of the foregoing Assignment.

By: _____
Name: _____
Its: _____