

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.2
(ID # 17585)

MEETING DATE:

Tuesday, December 14, 2021

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cottonwood Canyon Wash License Agreement Between the Riverside County Flood Control and Water Conservation District and Mesa Wind Power LLC; and Approval of Cottonwood Canyon Wash License Agreement Between the Riverside County Flood Control and Water Conservation District and AM Wind Repower LLC, Nothing Further Required Under CEQA, District 5. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act ("CEQA") because all potentially significant effects have been adequately analyzed in an earlier adopted Initial Study/Mitigated Negative Declaration (IS/MND), and the potential impacts have been avoided or mitigated pursuant to that earlier IS/MND;
2. Approve the Cottonwood Canyon Wash License Agreement ("License Agreement") between the Riverside County Flood Control and Water Conservation District (Licensor) and Mesa Wind Power LLC (Licensee);

Continued on page 2

ACTION:Policy

A handwritten signature in blue ink, appearing to read "J. Uhley".

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

12/2/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 14, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board

By: Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the Cottonwood Canyon Wash License Agreement ("License Agreement") between the Riverside County Flood Control and Water Conservation District (Licensor) and AM Wind Repower LLC (Licensee);
4. Authorize the Chair of the Board to execute the two License Agreements on behalf of the District; and
5. Direct the Clerk of the Board to return two (2) executed originals of each License Agreement to the District.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: NA			Budget Adjustment: No	
			For Fiscal Year: NA	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Licensor owns, operates and maintains Cottonwood Canyon Wash Channel (Channel). The Channel is an essential part of the critical stormwater management system that provides flood protection to the region. The Licensee desires to utilize portions of the existing Channel on Rockview Drive to construct a low water crossing for vehicle access to the proposed Alta Mesa Wind Project (Project). Licensee is also requesting to temporarily widen a small portion of the existing Channel in some locations to improve access during construction of the Project.

The purpose of the Project is to repower the existing 1986 Alta Mesa Wind project, which is a twenty-seven (27) megawatt wind project including 159 turbines. The goal of the Project is to repower the project for up to thirty-nine (39) megawatts. This will be achieved by removing the current 159 turbines and replacing them with seven (7) new wind turbine generators.

Using the Channel as a crossing and access point for the Project is in the best interest of the Licensee and the timely completion of the Project. Since the Channel's flood control function is sporadic in nature, the Licensor does not see any unreasonable interference with the Channel's principal function or the Licensor's ability to operate and maintain the Channel during the duration of the Project.

The License Agreements have been approved as to form by County Counsel.

Environmental Findings

Pursuant to Section 15096 of the CEQA Statutes and Guidelines, the District, in its limited capacity as a Responsible Agency, considered the IS/MND (SCH No. 2018071058) that was

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OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

adopted by the Lead Agency (County of Riverside) and independently finds that the IS/MND adequately covers the District activities that are the subject of these License Agreements. The District also finds that no significant adverse impacts will occur as a result of executing the License Agreements. As such, no further analysis under CEQA is required.

Impact on Residents and Businesses

The proposed action entails no new fees, taxes or bonded indebtedness to residents or businesses.

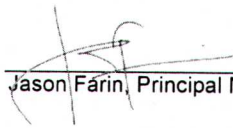
Additional Fiscal Information

ATTACHMENTS:

1. Vicinity Map
2. License Agreements

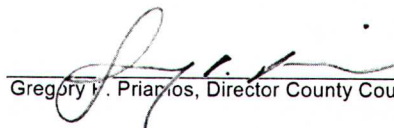
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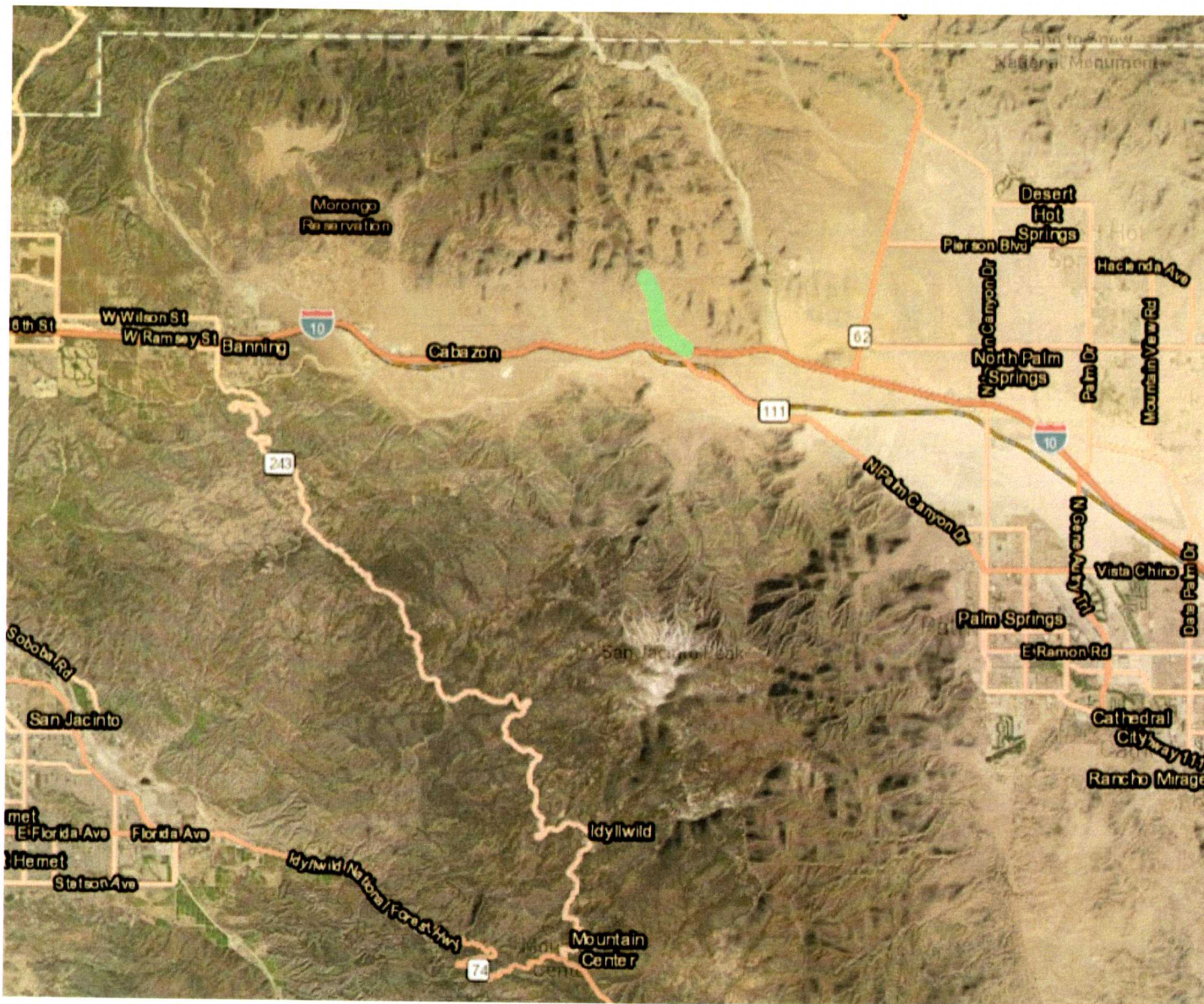
Jason Farin, Principal Management Analyst

12/6/2021

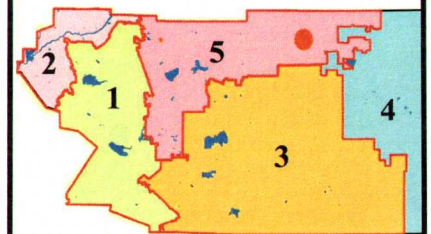


Gregory L. Priarios, Director County Counsel

12/2/2021



● Project Location



Supervisor District 5

LEGEND:

 Project Vicinity

DESCRIPTION:

Cottonwood Canyon Wash

Project No. 6-0-00140

Encroachment Permit
Number 3956

VICINITY MAP



Attachment 1

LICENSE AGREEMENT

Cottonwood Canyon Wash | Project No. 6-0-00140
Encroachment Permit Number 3956

This License Agreement ("License"), dated as of December 14, 2021, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("LICENSOR") and Mesa Wind Power LLC, a Delaware limited liability company ("LICENSEE"). Sometimes hereinafter, LICENSOR and LICENSEE may be referred to individually as a "Party" or collectively as the "Parties". The Parties hereby agree as follows:

RECITALS

A. LICENSOR owns, operates and maintains Cottonwood Canyon Wash Channel, hereinafter called "CHANNEL" located in an unincorporated area of western Riverside County identified as District Parcel Number 6140-7A (Riverside County Assessor's Parcel No. 517-030-009), as shown in concept in orange on Exhibit "A" attached hereto and made part hereof; and

B. CHANNEL is an essential and integral part of LICENSOR's regional system of stormwater management infrastructure that provides critical flood control and drainage, as shown on District Drawing No. 6-0181; and

C. LICENSEE desires to traverse portions of the existing CHANNEL on Rockview Drive at the low water crossing ("CROSSING"), as shown in concept in green on Exhibit "B" attached hereto and made part hereof, for ingress to and egress from LICENSEE's wind energy project located within the vicinity of CHANNEL ("Wind Power Project"); and

D. In order to construct LICENSEE's Wind Power Project, LICENSEE will need to widen 0.10 miles of CROSSING by forty (40) feet in some locations and restore back to the original sixteen (16) feet ("CHANNEL WIDENING") once construction of the project is completed; and

E. Together CROSSING and CHANNEL WIDENING are hereinafter called "LICENSEE FACILITIES"; and

F. CHANNEL's flood control function is sporadic in nature and thus, maintenance of LICENSEE FACILITIES, including keeping LICENSEE FACILITIES free and clear of any trash, sediment, and debris may be accommodated within CHANNEL to the extent that such uses do not unreasonably interfere with CHANNEL's principal function or LICENSOR's ability to operate and maintain CHANNEL; and

G. Subject to the provisions of this License, LICENSOR is willing to: (i) review and approve, as appropriate, LICENSEE's plans and specifications for CHANNEL WIDENING, (ii) allow LICENSEE to widen CHANNEL, provided that LICENSEE: (a) complies with all of the terms and conditions set forth herein, (b) performs CHANNEL WIDENING in accordance with the approved plans and specifications, (c) accepts sole responsibility for the operation and maintenance of CHANNEL WIDENING, (d) accepts sole responsibility for any repairs and damages to CHANNEL as set forth herein, (e) will not unduly interfere with LICENSOR's ability to operate and maintain CHANNEL LICENSEE'S performance under this License, and (f) indemnify and hold LICENSOR harmless against any claim or cause of action resulting from (1) CHANNEL WIDENING, (2) LICENSEE's use of CHANNEL, or (3) LICENSEE's responsibilities in connection therewith or the condition thereof, and;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto mutually agree as follows:

SECTION I

1. Grant of License/Right of Entry. LICENSOR hereby grants to LICENSEE, in accordance with the terms, covenants, conditions and provisions of this License, (i) the non-exclusive right to use and cross CHANNEL, as depicted on Exhibit "B" to serve as an access road for its Wind Power Project, and (ii) the right to perform CHANNEL WIDENING. It is expressly agreed that CHANNEL shall be used by LICENSEE solely and exclusively for the purpose of using CHANNEL as an access road and maintaining LICENSEE FACILITIES. Prior

to conducting maintenance on LICENSEE FACILITIES, LICENSEE shall notify LICENSOR as needed in accordance with the terms of this License.

2. Required Construction Approvals. In connection with Section I.1(ii) above,

LICENSEE shall:

- i. Prepare or cause to be prepared, plans and specifications for LICENSEE FACILITIES, hereinafter together called "LICENSEE PLANS", and submit to LICENSOR (Attention: Encroachment Permits Section) for review and written approval.
- ii. Comply with all provisions, and its rules and regulations for Encroachment Permit No. 3956 (EP 3956), including any amendments thereto for LICENSEE FACILITIES or any other improvements within CHANNEL.
- iii. Notify LICENSOR in writing (Attention: Encroachment Permits Section) at least twenty (20) days prior to the start of construction of LICENSEE FACILITIES. Construction shall not begin on any element of LICENSEE FACILITIES for any reason whatsoever until LICENSOR has issued a written Notice to Proceed authorizing LICENSEE to commence construction of LICENSEE FACILITIES.
- iv. Continue to pay additional amount(s) as deemed reasonably necessary by LICENSOR to complete review and subsequent inspection of LICENSEE FACILITIES within thirty (30) days after receipt of billing from LICENSOR.
- v. At the time of providing written notice to LICENSOR of the start of construction, furnish LICENSOR (Attention: Encroachment Permits Section) with its primary construction contractor and any subcontractor(s)

that will be performing work on LICENSEE FACILITIES, including the corresponding license number and license classification of each. At such time, LICENSEE shall further identify in writing its designated superintendent for LICENSEE FACILITIES.

- vi. At the time of providing written notice to LICENSOR of the start of construction, furnish LICENSOR (Attention: Encroachment Permits Section) with a construction schedule which shall show the order and dates in which LICENSEE's contractor(s) proposes to carry on the construction of LICENSEE FACILITIES, including estimated start and completion dates. As construction of LICENSEE FACILITIES progresses, LICENSEE shall update said construction schedule as necessary or as requested by LICENSOR.
- vii. Prior to commencing construction of LICENSEE FACILITIES, furnish LICENSOR (Attention: Contract Services Section) with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as set forth in Section I.6 below.
- viii. Throughout construction of LICENSEE FACILITIES, its contractor(s) shall maintain a safe working environment for LICENSOR employees present at the jobsite and comply with all Cal/OSHA safety regulations including regulations concerning confined space.
- ix. Be responsible for providing LICENSOR (Attention: Encroachment Permits Section) with all necessary construction quality control reports including, but not limited to, materials testing and soil compaction reports

to establish that LICENSEE FACILITIES were constructed in accordance with LICENSOR approved plans and specifications for LICENSEE FACILITIES.

3. Maintenance of LICENSEE FACILITIES. LICENSEE shall notify both LICENSOR's ERS III Section Supervisor and Operations and Maintenance Superintendent in writing at least 30 days before any scheduled maintenance of LICENSEE FACILITIES. The notification must include:

- i. Proposed starting date(s) and time(s),
- ii. Proposed ending date(s) and time(s), and
- iii. Description of the work to be done.

LICENSEE must receive written approval from LICENSOR prior to LICENSEE performing any such maintenance.

4. Successors and Assigns. This License shall be binding upon LICENSEE, and its successors and assigns.

5. Term. The term of this License shall commence on the date this License is executed by all Parties hereto and shall continue thereafter, unless and until terminated in accordance with the provisions of Section I.10 below.

6. Insurance. LICENSEE shall not commence CHANNEL WIDENING until LICENSOR (Attention: Contract Services Section) has been furnished with copies of certificate(s) of insurance and endorsements. At minimum, the procured insurance coverages should adhere to LICENSOR's required insurance provided in the associated LICENSOR issued encroachment permit number 3956. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this License and shall authorize and constitute authority for LICENSOR, at its sole discretion, to provide written notice to LICENSEE to said breach of this License.

7. Protection of Property. LICENSEE shall be responsible to (i) secure its construction material outside of its normal work operation hours, including, but not limited to, the installation of fences, barriers, and signs as necessary throughout the construction period, (ii) may not place or dump garbage, trash or refuse anywhere upon or within CHANNEL, (iii) may not commit or create, or suffer to be committed or created, any waste, hazardous condition and/or nuisance to occur upon CHANNEL, (iv) must exercise due diligence in the protection of CHANNEL against damage or destruction by fire caused by LICENSEE's operations under this License, and (v) any damage(s) to CHANNEL caused by LICENSEE's operations under this License shall be repaired at LICENSEE's sole expense to the satisfaction of LICENSOR.

8. Hazardous Materials. LICENSEE shall be responsible for and bear the entire cost of all removal, disposal, clean-up, and decontamination which may be required because of hazardous materials being placed by LICENSEE upon, over or under CHANNEL. LICENSEE shall further indemnify and hold LICENSOR, its officers and employees, harmless from all responsibility, liability and claims for damages to persons or property resulting from the existence or use of hazardous materials, which are placed by LICENSEE on CHANNEL.

9. Public Safety. LICENSEE shall take or cause its contractor(s) or subcontractor(s) to take, any and all other necessary and reasonable steps to protect the public from harm due to LICENSEE'S work performed on CHANNEL under this License.

10. Termination.

A. LICENSOR may terminate this License if LICENSEE fails to perform any obligation under this License provided LICENSEE has received a ninety (90) day advance notice of default and LICENSEE has failed to cure the default within a reasonable period of time. In the event LICENSEE has failed to cure the default as prescribed herein, then LICENSOR shall have the right to terminate for, cause and advance

notification of such termination, for cause shall be in writing.

- B. LICENSOR may terminate this License in the event the LICENSEE abandons the use of the LICENSEE FACILITIES, or any portion thereof, upon six (6) months advanced written notice to LICENSEE.
- C. LICENSEE may terminate this License without cause upon thirty (30) days advance written notification to LICENSOR.
- D. At any time during the term of the License, LICENSEE upon 5 days' written notice, may terminate this License, if LICENSOR orders any remediation, which LICENSEE, in its sole discretion, believes would render the purpose of the License moot or close enough thereto to destroy the value of License to the LICENSEE.
- E. Upon termination of the License, LICENSOR may remove the LICENSEE FACILITIES.

11. Consideration. As consideration for the rights granted by this License, LICENSEE agrees to maintain CROSSING located in CHANNEL and ensure CROSSING shall not, in any way whatsoever, impair CHANNEL's primary flood control purpose and function or otherwise unreasonably interfere with or adversely affect LICENSOR's ability to operate, maintain, repair or reconstruct CHANNEL or any of its appurtenant works.

12. Remediation.

- A. LICENSEE shall remove, at its sole cost and expense, any elements of LICENSEE FACILITIES (and any associated improvements within CHANNEL) within thirty (30) days of receipt of written notice from LICENSOR, should LICENSOR, at its sole discretion, determine that such elements of LICENSEE FACILITIES or their associated use are incompatible with the operation and maintenance of CHANNEL. Should

LICENSEE fail to perform all necessary work as directed by the LICENSOR within thirty (30) days of receipt of written notice from LICENSOR, LICENSOR reserves the right to terminate this License.

- B. If in the opinion of LICENSOR's General Manager-Chief Engineer, LICENSEE's use of CHANNEL may cause or contribute to a safety hazard, degradation of water quality, or any other matter of substantial concern to LICENSOR, LICENSOR reserves the right to require remediation.

13. Liens. LICENSEE shall not permit to be placed against CHANNEL or any part thereof, any design professionals', mechanics', material man's, contractors' or subcontractors' liens with the regard to LICENSEE's actions upon CHANNEL. LICENSEE agrees to hold LICENSOR harmless for any loss or expense, including reasonable attorneys' fee, arising from any such liens which might be filed against CHANNEL.

14. Damage or Destruction. LICENSOR has no obligation to reimburse LICENSEE for the loss of or damage to LICENSEE FACILITIES or to restore LICENSEE FACILITIES in the event of such loss or damage, unless such loss or damage is the result of the willful misconduct of LICENSOR, its employees, subcontractors, agents or representatives.

15. Compliance with Laws and Regulatory Permits.

- A. Compliance with Laws. LICENSEE shall, in all activities undertaken pursuant to this License, comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

B. Compliance with Regulatory Permits.

- i. Any permits, approvals or agreements as may be required by any federal, state or local resource and/or regulatory agencies for the

activities that LICENSEE desires to conduct pursuant to this License must be obtained prior to commencing said activities. Such documents, hereinafter individually called a "REGULATORY PERMIT" and collectively called "REGULATORY PERMITS", include, but are not limited to, those issued by the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority.

- ii. LICENSEE shall, in all activities undertaken pursuant to this License, comply and cause its contractors, agents, and employees to comply with REGULATORY PERMITS.
- iii. Responsibility for REGULATORY PERMITS shall be handled on a case-by-case basis as to be determined by LICENSOR.
 1. In the event that LICENSOR obtains any of the REGULATORY PERMITS, LICENSOR shall include a copy of the applicable REGULATORY PERMITS in its written approval as set forth in Section 2.
 2. In the event that LICENSEE needs to obtain any of REGULATORY PERMITS, LICENSEE shall ensure that any REGULATORY PERMITS that it secures, including any subsequent renewal or amendments thereto, will not (i) impede

LICENSOR's ability to perform all necessary operation and maintenance activities for CHANNEL as determined by LICENSOR, or (ii) include any stipulations that would result in additional mitigation obligations being placed upon LICENSOR for maintenance operations within LICENSOR's right of way. LICENSEE shall furnish LICENSOR with copies of all REGULATORY PERMITS upon LICENSOR's request.

16. Indemnification. LICENSEE shall indemnify and hold harmless the Riverside County Flood Control and Water Conservation District and the County of Riverside, its agencies, districts, special districts and departments, and their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives ("Indemnified Parties") from any liability whatsoever, based or asserted upon any act or omission of LICENSEE, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way related to (i) LICENSEE's obligations under this License or REGULATORY PERMITS as set forth in Section I.15.B above, (ii) LICENSEE's use, and responsibilities in connection therewith, of CHANNEL or the condition thereof, or (iii) LICENSEE's failure to comply with the requirements of this License, including, but not limited to, property damage, bodily injury, or death or any other element of any kind or nature whatsoever. LICENSEE shall defend, at its sole expense, all costs and fees including, but not limited to, attorneys' fees, cost of investigation, defense and settlements or awards, the Indemnified Parties in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by

LICENSEE, LICENSEE shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of LICENSOR; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LICENSEE's indemnification to the Indemnified Parties as set forth herein. LICENSEE's obligation hereunder shall be satisfied when LICENSEE has provided to the Indemnified Parties the appropriate form of dismissal relieving the Indemnified Parties from any liability for the action or claim involved. The specified insurance limits required in this License shall in no way limit or circumscribe LICENSEE's obligations to indemnify and hold harmless the Indemnified Parties herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve LICENSEE from indemnifying the Indemnified Parties to the fullest extent allowed by law.

17. Inspection. LICENSOR and its representatives, employees, agents or independent contractors may enter and inspect CHANNEL or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify LICENSEE's compliance with the terms and conditions of this License.

18. NOT REAL PROPERTY INTEREST. IT IS EXPRESSLY UNDERSTOOD THAT THIS LICENSE IS NOT EXCLUSIVE AND DOES NOT IN ANY WAY WHATSOEVER GRANT OR CONVEY ANY PERMANENT EASEMENT, LEASE, FEE OR OTHER REAL PROPERTY INTEREST IN CHANNEL TO LICENSEE.

19. Subordination. This License is subordinate to all prior and future rights of LICENSOR in CHANNEL and the use of CHANNEL for the purposes in which it was acquired.

20. Protection and Restoration of Property. LICENSEE shall strictly adhere to the

following restrictions:

- A. LICENSEE may not place or dump garbage, trash or refuse anywhere upon or within CHANNEL; and
- B. LICENSEE may not commit or create, or suffer to be committed or created any waste, hazardous condition and/or nuisance to occur upon CHANNEL; and
- C. LICENSEE may not disturb, move or remove any rocks or boulders upon CHANNEL, except for the elimination of safety hazards or otherwise in connection with CHANNEL WIDENING, without first obtaining written permission by LICENSOR; and
- D. LICENSEE must exercise due diligence in the protection of CHANNEL against damage or destruction by fire, vandalism or other cause resulting from LICENSEE's use of CHANNEL; and
- E. Upon the termination or revocation of this License, but before its relinquishment to LICENSOR, LICENSEE shall, at its own cost and expense, remove any debris generated by its use and CHANNEL shall be left in a neat condition. LICENSEE agrees not to damage CHANNEL in the process of performing the permitted activities.

21. Waiver. Any waiver by LICENSOR of any breach of any one or more of the terms of this License shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of LICENSOR to require exact, full and complete compliance with any terms of this License shall not be construed as in any manner changing the terms hereof or estopping LICENSOR from enforcement hereof.

22. Notices. Any and all notices sent or required to be sent to the Parties of this License will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Chief of Operations and Maintenance

MESA WIND POWER LLC
200 Liberty Street, 14th Floor
New York, NY 10281
Attn: Whitney Wilson

Either Party hereto may from time to time change its mailing address by written notice to the other Party.

23. Entire Agreement. This License is the result of negotiations between the Parties hereto. The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this License (including any Exhibits hereto) contains the entire agreement of the Parties, and that the terms of this License are contractual and not a mere recital. This License supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any ambiguity in the License or any of its provisions shall not be interpreted against LICENSOR because LICENSOR prepared this License in its final form.

24. Warranty of Authority. The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this License and the attendant documents provided for herein, and this License and said additional documents are, accordingly, binding on said person or entity.

25. Assignment. LICENSEE may assign the rights, interests and obligations granted in this License provided prior written consent has been obtained by LICENSOR, which consent shall not be unreasonably withheld, conditioned or delayed. Upon assignment, LICENSEE shall notify new Party in interest (the "ASSIGNEE" or "SUCCESSOR") of the rights and obligations contained within this License and any such ASSIGNEES and SUCCESSORS shall be bound by the terms and conditions contained herein.

26. Choice of Law/Jurisdiction/Severability. This License is to be governed and construed by the laws of the State of California. If any provision of this License is held by a

court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Any legal action, in law or in equity related to the performance or interpretation of this License shall be filed only in the Superior Court of the State of California located in the County of Riverside, California, and the Parties waive any provisions of law providing for a change of venue to another location. Prior to the filing of any legal action, the Parties shall be obligated to attend a mediation session with a neutral third-party mediator to try to resolve the dispute.

27. Third Party Beneficiary. This License is made for the benefit of the Parties to this License and their respective successors and assigns, and except as provided in Section I.25, no other persons or entity may have or acquire any right by virtue of this License.

28. Modification. This License shall not be changed, modified, or amended except upon the written consent of the Parties hereto.

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

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this License on

December 14, 2021
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By

J. Uhley
JASON E. UHLEY
General Manager-Chief Engineer

By

Karen S. Spiegel
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA R. HARPER
Clerk of the Board

By

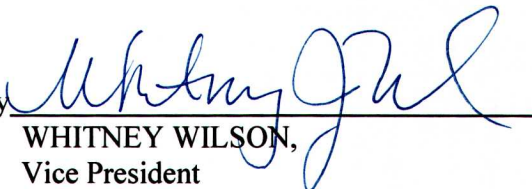
Wesley W. Stanfield
WESLEY W. STANFIELD
Deputy County Counsel

By

Priscilla Raso
Deputy

License Agreement with Mesa Wind Power LLC
Cottonwood Canyon Wash
Project No. 6-0-00140
10/27/2021
BB:blm

MESA WIND POWER LLC
a Delaware limited liability company

By 

WHITNEY WILSON,
Vice President

By _____
JOHN MCVAIGH,
Senior Director, Operations

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

License Agreement with Mesa Wind Power LLC
Cottonwood Canyon Wash
Project No. 6-0-00140
10/27/2021
BB:blm

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 New York)
County of New York) ss

On November 29, 2021, before me, Stephen T. Kruk a Notary Public, personally appeared Whitney Wilson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)

(This area for official notarial seal)

STEPHEN T. KRUK
Notary Public, State of New York
No. 01KR6342644
Qualified in Nassau County
Commission Expires May 23, 2024

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MESA WIND POWER LLC
a Delaware limited liability company

By _____
WHITNEY WILSON,
Vice President

By  _____
JOHN MCVAIGH,
Senior Director, Operations

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

License Agreement with Mesa Wind Power LLC
Cottonwood Canyon Wash
Project No. 6-0-00140
10/27/2021
BB:blm

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.

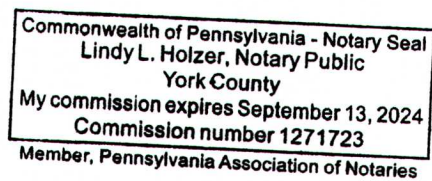
State of Pennsylvania)
County of York) ss

On November 26, 2021, 2021, before me, Lindy L. Holzer, a Notary Public, personally appeared John McVaigh, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

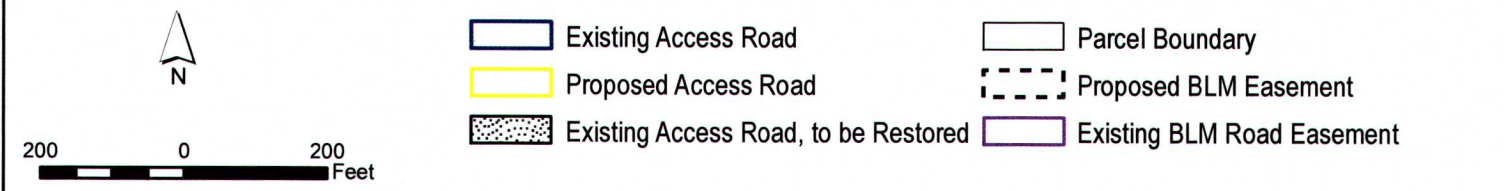
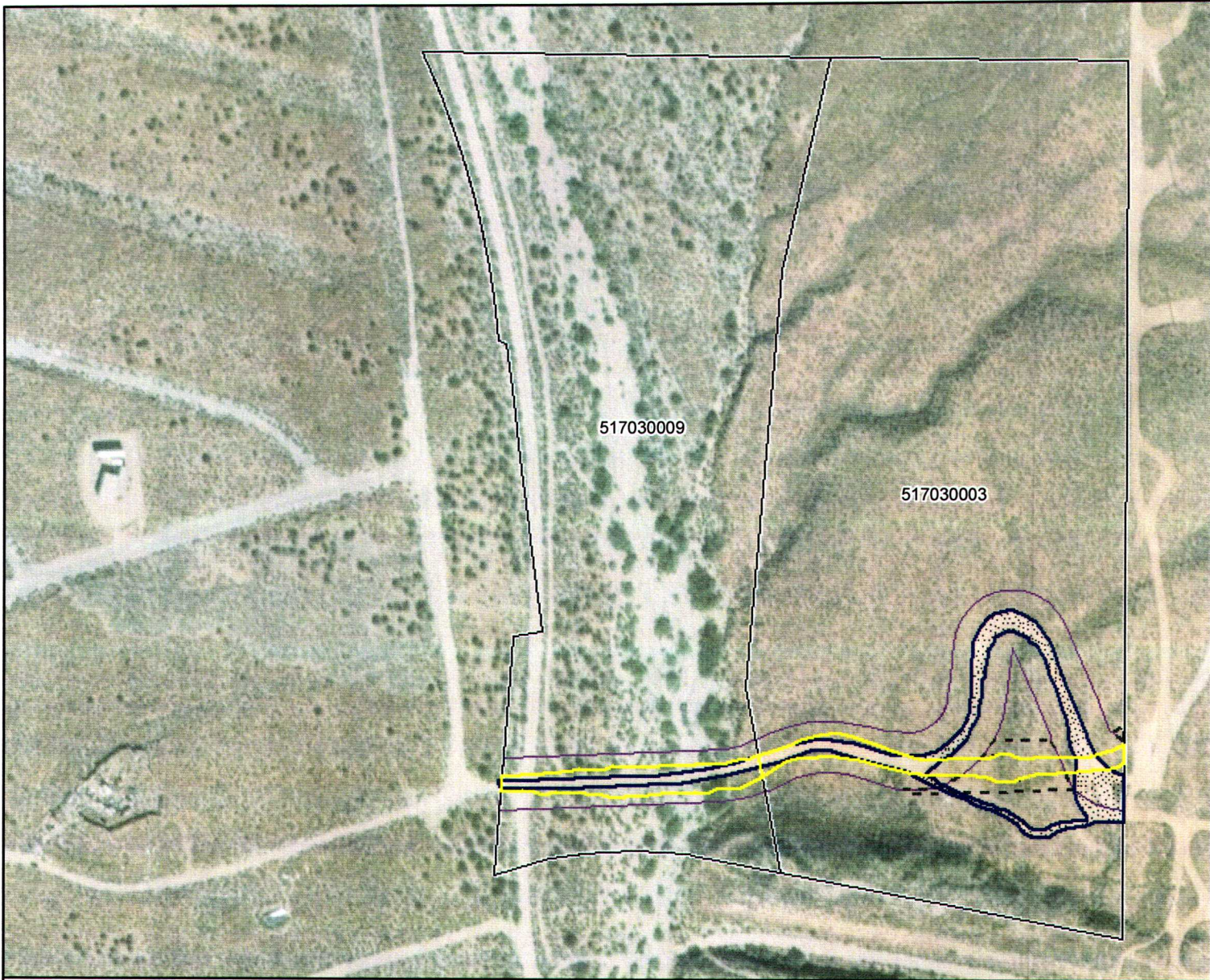
I certify under PENALTY OF PERJURY under the laws of the State of Pennsylvania that the foregoing paragraph is true and correct.

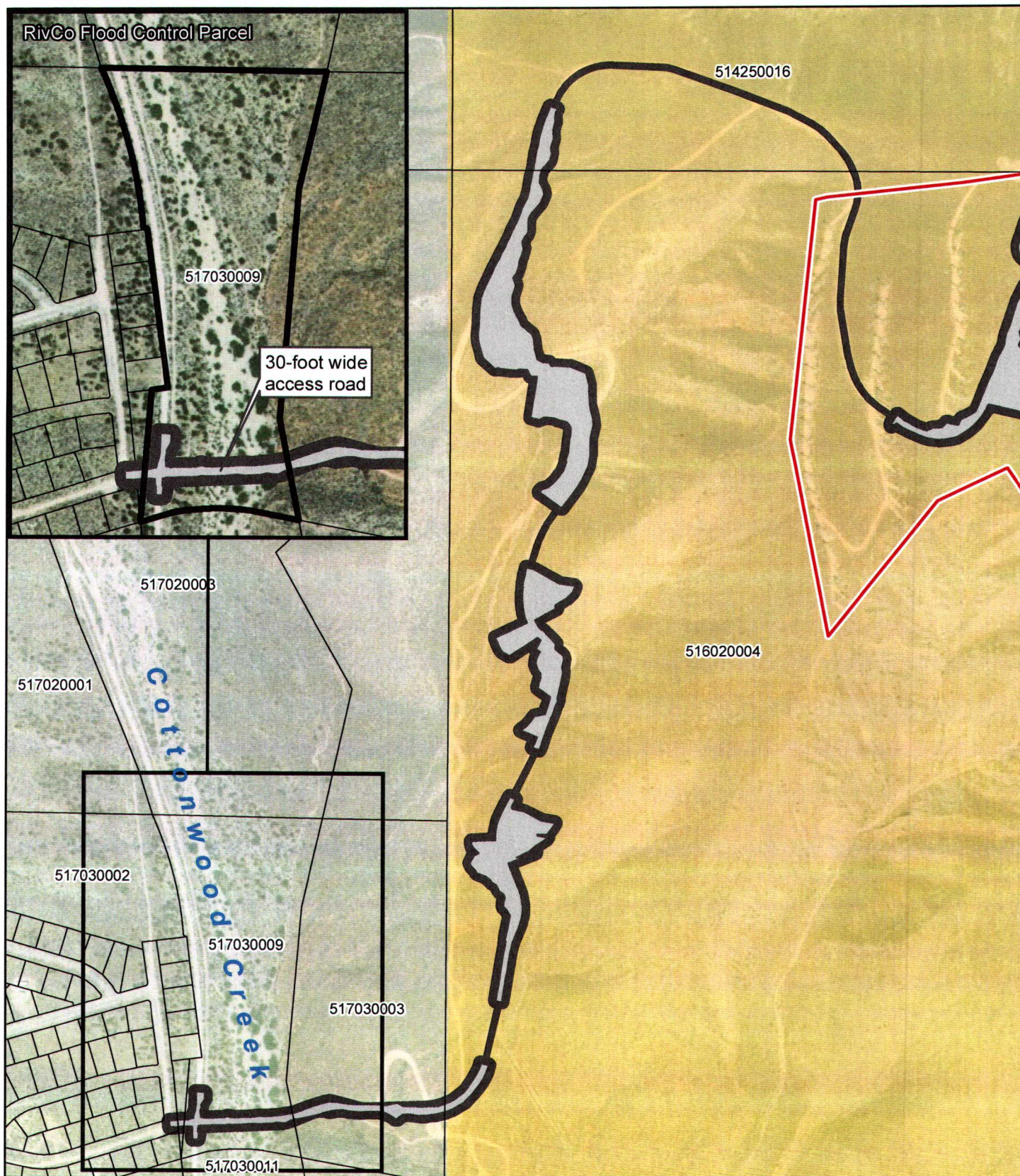
WITNESS my hand and official seal.

Signature Lindy L. Holzer (Seal)



(This area for official notarial seal)





- Mesa Wind Existing
- Potential Disturbance
- Project Impact
- BLM Land
- Parcels

Figure 1

**Repower
RivCo Flood Control
Parcel Crossing**

LICENSE AGREEMENT

Cottonwood Canyon Wash | Project No. 6-0-00140
Encroachment Permit Number 3956

This License Agreement ("License"), dated as of December 14, 2021, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("LICENSOR") and AM Wind Repower LLC, a Delaware limited liability company ("LICENSEE"). Sometimes hereinafter, LICENSOR and LICENSEE may be referred to individually as a "Party" or collectively as the "Parties". The Parties hereby agree as follows:

RECITALS

- A. LICENSOR owns, operates and maintains Cottonwood Canyon Wash Channel, hereinafter called "CHANNEL" located in an unincorporated area of western Riverside County identified as District Parcel Number 6140-7A (Riverside County Assessor's Parcel No. 517-030-009), as shown in concept in orange on Exhibit "A" attached hereto and made part hereof; and
- B. CHANNEL is an essential and integral part of LICENSOR's regional system of stormwater management infrastructure that provides critical flood control and drainage, as shown on District Drawing No. 6-0181; and
- C. LICENSEE desires to traverse portions of the existing CHANNEL on Rockview Drive at the low water crossing ("CROSSING"), as shown in concept in green on Exhibit "B" attached hereto and made part hereof, for ingress to and egress from LICENSEE's wind energy project located within the vicinity of CHANNEL ("Wind Power Project"); and
- D. In order to construct LICENSEE's Wind Power Project, LICENSEE will need to widen 0.10 miles of CROSSING by forty (40) feet in some locations and restore back to the original sixteen (16) feet ("CHANNEL WIDENING") once construction of the project is completed; and
- E. Together CROSSING and CHANNEL WIDENING are hereinafter called "LICENSEE FACILITIES"; and

F. CHANNEL's flood control function is sporadic in nature and thus, maintenance of LICENSEE FACILITIES, including keeping LICENSEE FACILITIES free and clear of any trash, sediment, and debris may be accommodated within CHANNEL to the extent that such uses do not unreasonably interfere with CHANNEL's principal function or LICENSOR's ability to operate and maintain CHANNEL; and

G. Subject to the provisions of this License, LICENSOR is willing to: (i) review and approve, as appropriate, LICENSEE's plans and specifications for CHANNEL WIDENING, (ii) allow LICENSEE to widen CHANNEL, provided that LICENSEE: (a) complies with all of the terms and conditions set forth herein, (b) performs CHANNEL WIDENING in accordance with the approved plans and specifications, (c) accepts sole responsibility for the operation and maintenance of CHANNEL WIDENING, (d) accepts sole responsibility for any repairs and damages to CHANNEL as set forth herein, (e) will not unduly interfere with LICENSOR's ability to operate and maintain CHANNEL LICENSEE'S performance under this License, and (f) indemnify and hold LICENSOR harmless against any claim or cause of action resulting from (1) CHANNEL WIDENING, (2) LICENSEE's use of CHANNEL, or (3) LICENSEE's responsibilities in connection therewith or the condition thereof, and;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto mutually agree as follows:

SECTION I

1. Grant of License/Right of Entry. LICENSOR hereby grants to LICENSEE, in accordance with the terms, covenants, conditions and provisions of this License, (i) the non-exclusive right to use and cross CHANNEL, as depicted on Exhibit "B" to serve as an access road for its Wind Power Project, and (ii) the right to perform CHANNEL WIDENING. It is expressly agreed that CHANNEL shall be used by LICENSEE solely and exclusively for the purpose of using CHANNEL as an access road and maintaining LICENSEE FACILITIES. Prior

to conducting maintenance on LICENSEE FACILITIES, LICENSEE shall notify LICENSOR as needed in accordance with the terms of this License.

2. Required Construction Approvals. In connection with Section I.1(ii) above,

LICENSEE shall:

- i. Prepare or cause to be prepared, plans and specifications for LICENSEE FACILITIES, hereinafter together called "LICENSEE PLANS", and submit to LICENSOR (Attention: Encroachment Permits Section) for review and written approval.
- ii. Comply with all provisions, and its rules and regulations for Encroachment Permit No. 3956 (EP 3956), including any amendments thereto for LICENSEE FACILITIES or any other improvements within CHANNEL.
- iii. Notify LICENSOR in writing (Attention: Encroachment Permits Section) at least twenty (20) days prior to the start of construction of LICENSEE FACILITIES. Construction shall not begin on any element of LICENSEE FACILITIES for any reason whatsoever until LICENSOR has issued a written Notice to Proceed authorizing LICENSEE to commence construction of LICENSEE FACILITIES.
- iv. Continue to pay additional amount(s) as deemed reasonably necessary by LICENSOR to complete review and subsequent inspection of LICENSEE FACILITIES within thirty (30) days after receipt of billing from LICENSOR.
- v. At the time of providing written notice to LICENSOR of the start of construction, furnish LICENSOR (Attention: Encroachment Permits Section) with its primary construction contractor and any subcontractor(s)

that will be performing work on LICENSEE FACILITIES, including the corresponding license number and license classification of each. At such time, LICENSEE shall further identify in writing its designated superintendent for LICENSEE FACILITIES.

- vi. At the time of providing written notice to LICENSOR of the start of construction, furnish LICENSOR (Attention: Encroachment Permits Section) with a construction schedule which shall show the order and dates in which LICENSEE's contractor(s) proposes to carry on the construction of LICENSEE FACILITIES, including estimated start and completion dates. As construction of LICENSEE FACILITIES progresses, LICENSEE shall update said construction schedule as necessary or as requested by LICENSOR.
- vii. Prior to commencing construction of LICENSEE FACILITIES, furnish LICENSOR (Attention: Contract Services Section) with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as set forth in Section I.6 below.
- viii. Throughout construction of LICENSEE FACILITIES, its contractor(s) shall maintain a safe working environment for LICENSOR employees present at the jobsite and comply with all Cal/OSHA safety regulations including regulations concerning confined space.
- ix. Be responsible for providing LICENSOR (Attention: Encroachment Permits Section) with all necessary construction quality control reports including, but not limited to, materials testing and soil compaction reports

to establish that LICENSEE FACILITIES were constructed in accordance with LICENSOR approved plans and specifications for LICENSEE FACILITIES.

3. Maintenance of LICENSEE FACILITIES. LICENSEE shall notify both LICENSOR's ERS III Section Supervisor and Operations and Maintenance Superintendent in writing at least 30 days before any scheduled maintenance of LICENSEE FACILITIES. The notification must include:

- i. Proposed starting date(s) and time(s),
- ii. Proposed ending date(s) and time(s), and
- iii. Description of the work to be done.

LICENSEE must receive written approval from LICENSOR prior to LICENSEE performing any such maintenance.

4. Successors and Assigns. This License shall be binding upon LICENSEE, and its successors and assigns.

5. Term. The term of this License shall commence on the date this License is executed by all Parties hereto and shall continue thereafter, unless and until terminated in accordance with the provisions of Section I.10 below.

6. Insurance. LICENSEE shall not commence CHANNEL WIDENING until LICENSOR (Attention: Contract Services Section) has been furnished with copies of certificate(s) of insurance and endorsements. At minimum, the procured insurance coverages should adhere to LICENSOR's required insurance provided in the associated LICENSOR issued encroachment permit number 3956. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this License and shall authorize and constitute authority for LICENSOR, at its sole discretion, to provide written notice to LICENSEE to said breach of this License.

7. Protection of Property. LICENSEE shall be responsible to (i) secure its construction material outside of its normal work operation hours, including, but not limited to, the installation of fences, barriers, and signs as necessary throughout the construction period, (ii) may not place or dump garbage, trash or refuse anywhere upon or within CHANNEL, (iii) may not commit or create, or suffer to be committed or created, any waste, hazardous condition and/or nuisance to occur upon CHANNEL, (iv) must exercise due diligence in the protection of CHANNEL against damage or destruction by fire caused by LICENSEE's operations under this License, and (v) any damage(s) to CHANNEL caused by LICENSEE's operations under this License shall be repaired at LICENSEE's sole expense to the satisfaction of LICENSOR.

8. Hazardous Materials. LICENSEE shall be responsible for and bear the entire cost of all removal, disposal, clean-up, and decontamination which may be required because of hazardous materials being placed by LICENSEE upon, over or under CHANNEL. LICENSEE shall further indemnify and hold LICENSOR, its officers and employees, harmless from all responsibility, liability and claims for damages to persons or property resulting from the existence or use of hazardous materials, which are placed by LICENSEE on CHANNEL.

9. Public Safety. LICENSEE shall take or cause its contractor(s) or subcontractor(s) to take, any and all other necessary and reasonable steps to protect the public from harm due to LICENSEE'S work performed on CHANNEL under this License.

10. Termination.

- A. LICENSOR may terminate this License if LICENSEE fails to perform any obligation under this License provided LICENSEE has received a ninety (90) day advance notice of default and LICENSEE has failed to cure the default within a reasonable period of time. In the event LICENSEE has failed to cure the default as prescribed herein, then LICENSOR shall have the right to terminate for, cause and advance

notification of such termination, for cause shall be in writing.

- B. LICENSOR may terminate this License in the event the LICENSEE abandons the use of the LICENSEE FACILITIES, or any portion thereof, upon six (6) months advanced written notice to LICENSEE.
- C. LICENSEE may terminate this License without cause upon thirty (30) days advance written notification to LICENSOR.
- D. At any time during the term of the License, LICENSEE upon 5 days' written notice, may terminate this License, if LICENSOR orders any remediation, which LICENSEE, in its sole discretion, believes would render the purpose of the License moot or close enough thereto to destroy the value of License to the LICENSEE.
- E. Upon termination of the License, LICENSOR may remove the LICENSEE FACILITIES.

11. Consideration. As consideration for the rights granted by this License, LICENSEE agrees to maintain CROSSING located in CHANNEL and ensure CROSSING shall not, in any way whatsoever, impair CHANNEL's primary flood control purpose and function or otherwise unreasonably interfere with or adversely affect LICENSOR's ability to operate, maintain, repair or reconstruct CHANNEL or any of its appurtenant works.

12. Remediation.

- A. LICENSEE shall remove, at its sole cost and expense, any elements of LICENSEE FACILITIES (and any associated improvements within CHANNEL) within thirty (30) days of receipt of written notice from LICENSOR, should LICENSOR, at its sole discretion, determine that such elements of LICENSEE FACILITIES or their associated use are incompatible with the operation and maintenance of CHANNEL. Should

LICENSEE fail to perform all necessary work as directed by the LICENSOR within thirty (30) days of receipt of written notice from LICENSOR, LICENSOR reserves the right to terminate this License.

- B. If in the opinion of LICENSOR's General Manager-Chief Engineer, LICENSEE's use of CHANNEL may cause or contribute to a safety hazard, degradation of water quality, or any other matter of substantial concern to LICENSOR, LICENSOR reserves the right to require remediation.

13. Liens. LICENSEE shall not permit to be placed against CHANNEL or any part thereof, any design professionals', mechanics', material man's, contractors' or subcontractors' liens with the regard to LICENSEE's actions upon CHANNEL. LICENSEE agrees to hold LICENSOR harmless for any loss or expense, including reasonable attorneys' fee, arising from any such liens which might be filed against CHANNEL.

14. Damage or Destruction. LICENSOR has no obligation to reimburse LICENSEE for the loss of or damage to LICENSEE FACILITIES or to restore LICENSEE FACILITIES in the event of such loss or damage, unless such loss or damage is the result of the willful misconduct of LICENSOR, its employees, subcontractors, agents or representatives.

15. Compliance with Laws and Regulatory Permits.

- A. Compliance with Laws. LICENSEE shall, in all activities undertaken pursuant to this License, comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

B. Compliance with Regulatory Permits.

- i. Any permits, approvals or agreements as may be required by any federal, state or local resource and/or regulatory agencies for the

activities that LICENSEE desires to conduct pursuant to this License must be obtained prior to commencing said activities. Such documents, hereinafter individually called a "REGULATORY PERMIT" and collectively called "REGULATORY PERMITS", include, but are not limited to, those issued by the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority.

- ii. LICENSEE shall, in all activities undertaken pursuant to this License, comply and cause its contractors, agents, and employees to comply with REGULATORY PERMITS.
- iii. Responsibility for REGULATORY PERMITS shall be handled on a case-by-case basis as to be determined by LICENSOR.
 1. In the event that LICENSOR obtains any of the REGULATORY PERMITS, LICENSOR shall include a copy of the applicable REGULATORY PERMITS in its written approval as set forth in Section 2.
 2. In the event that LICENSEE needs to obtain any of REGULATORY PERMITS, LICENSEE shall ensure that any REGULATORY PERMITS that it secures, including any subsequent renewal or amendments thereto, will not (i) impede

LICENSOR's ability to perform all necessary operation and maintenance activities for CHANNEL as determined by LICENSOR, or (ii) include any stipulations that would result in additional mitigation obligations being placed upon LICENSOR for maintenance operations within LICENSOR's right of way. LICENSEE shall furnish LICENSOR with copies of all REGULATORY PERMITS upon LICENSOR's request.

16. Indemnification. LICENSEE shall indemnify and hold harmless the Riverside County Flood Control and Water Conservation District and the County of Riverside, its agencies, districts, special districts and departments, and their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives ("Indemnified Parties") from any liability whatsoever, based or asserted upon any act or omission of LICENSEE, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way related to (i) LICENSEE's obligations under this License or REGULATORY PERMITS as set forth in Section I.15.B above, (ii) LICENSEE's use, and responsibilities in connection therewith, of CHANNEL or the condition thereof, or (iii) LICENSEE's failure to comply with the requirements of this License, including, but not limited to, property damage, bodily injury, or death or any other element of any kind or nature whatsoever. LICENSEE shall defend, at its sole expense, all costs and fees including, but not limited to, attorneys' fees, cost of investigation, defense and settlements or awards, the Indemnified Parties in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by

LICENSEE, LICENSEE shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of LICENSOR; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LICENSEE's indemnification to the Indemnified Parties as set forth herein. LICENSEE's obligation hereunder shall be satisfied when LICENSEE has provided to the Indemnified Parties the appropriate form of dismissal relieving the Indemnified Parties from any liability for the action or claim involved. The specified insurance limits required in this License shall in no way limit or circumscribe LICENSEE's obligations to indemnify and hold harmless the Indemnified Parties herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve LICENSEE from indemnifying the Indemnified Parties to the fullest extent allowed by law.

17. Inspection. LICENSOR and its representatives, employees, agents or independent contractors may enter and inspect CHANNEL or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify LICENSEE's compliance with the terms and conditions of this License.

18. NOT REAL PROPERTY INTEREST. IT IS EXPRESSLY UNDERSTOOD THAT THIS LICENSE IS NOT EXCLUSIVE AND DOES NOT IN ANY WAY WHATSOEVER GRANT OR CONVEY ANY PERMANENT EASEMENT, LEASE, FEE OR OTHER REAL PROPERTY INTEREST IN CHANNEL TO LICENSEE.

19. Subordination. This License is subordinate to all prior and future rights of LICENSOR in CHANNEL and the use of CHANNEL for the purposes in which it was acquired.

20. Protection and Restoration of Property. LICENSEE shall strictly adhere to the

following restrictions:

- A. LICENSEE may not place or dump garbage, trash or refuse anywhere upon or within CHANNEL; and
- B. LICENSEE may not commit or create, or suffer to be committed or created any waste, hazardous condition and/or nuisance to occur upon CHANNEL; and
- C. LICENSEE may not disturb, move or remove any rocks or boulders upon CHANNEL, except for the elimination of safety hazards or otherwise in connection with CHANNEL WIDENING, without first obtaining written permission by LICENSOR; and
- D. LICENSEE must exercise due diligence in the protection of CHANNEL against damage or destruction by fire, vandalism or other cause resulting from LICENSEE's use of CHANNEL; and
- E. Upon the termination or revocation of this License, but before its relinquishment to LICENSOR, LICENSEE shall, at its own cost and expense, remove any debris generated by its use and CHANNEL shall be left in a neat condition. LICENSEE agrees not to damage CHANNEL in the process of performing the permitted activities.

21. Waiver. Any waiver by LICENSOR of any breach of any one or more of the terms of this License shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of LICENSOR to require exact, full and complete compliance with any terms of this License shall not be construed as in any manner changing the terms hereof or estopping LICENSOR from enforcement hereof.

22. Notices. Any and all notices sent or required to be sent to the Parties of this License will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Chief of Operations and Maintenance

AM WIND REPOWER LLC
200 Liberty Street, 14th Floor
New York, NY 10281
Attn: Berk Gursoy

Either Party hereto may from time to time change its mailing address by written notice to the other Party.

23. Entire Agreement. This License is the result of negotiations between the Parties hereto. The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this License (including any Exhibits hereto) contains the entire agreement of the Parties, and that the terms of this License are contractual and not a mere recital. This License supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any ambiguity in the License or any of its provisions shall not be interpreted against LICENSOR because LICENSOR prepared this License in its final form.

24. Warranty of Authority. The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this License and the attendant documents provided for herein, and this License and said additional documents are, accordingly, binding on said person or entity.

25. Assignment. LICENSEE may assign the rights, interests and obligations granted in this License provided prior written consent has been obtained by LICENSOR, which consent shall not be unreasonably withheld, conditioned or delayed. Upon assignment, LICENSEE shall notify new Party in interest (the "ASSIGNEE" or "SUCCESSOR") of the rights and obligations contained within this License and any such ASSIGNEES and SUCCESSORS shall be bound by the terms and conditions contained herein.

26. Choice of Law/Jurisdiction/Severability. This License is to be governed and construed by the laws of the State of California. If any provision of this License is held by a

court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Any legal action, in law or in equity related to the performance or interpretation of this License shall be filed only in the Superior Court of the State of California located in the County of Riverside, California, and the Parties waive any provisions of law providing for a change of venue to another location. Prior to the filing of any legal action, the Parties shall be obligated to attend a mediation session with a neutral third-party mediator to try to resolve the dispute.

27. Third Party Beneficiary. This License is made for the benefit of the Parties to this License and their respective successors and assigns, and except as provided in Section I.25, no other persons or entity may have or acquire any right by virtue of this License.

28. Modification. This License shall not be changed, modified, or amended except upon the written consent of the Parties hereto.

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

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this License on


December 14, 2021

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

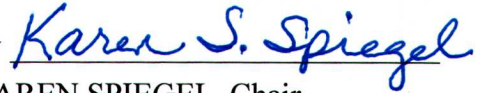
**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By



JASON E. UHLEY
General Manager-Chief Engineer

By



KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA R. HARPER
Clerk of the Board

By



WESLEY W. STANFIELD
Deputy County Counsel

By




Deputy

License Agreement with Mesa Wind Power Corp
Cottonwood Canyon Wash
Project No. 6-0-00140
10/27/2021
BB:blm

AM WIND REPOWER LLC
a Delaware limited liability company

By 
VANDANA GUPTA,
Vice President

By 
MARK SCANLAN
Senior Director, Asset Development

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

License Agreement with Mesa Wind Power LLC
Cottonwood Canyon Wash
Project No. 6-0-00140
10/27/2021
BB:blm

(This area for official notarial seal)

Exhibit A

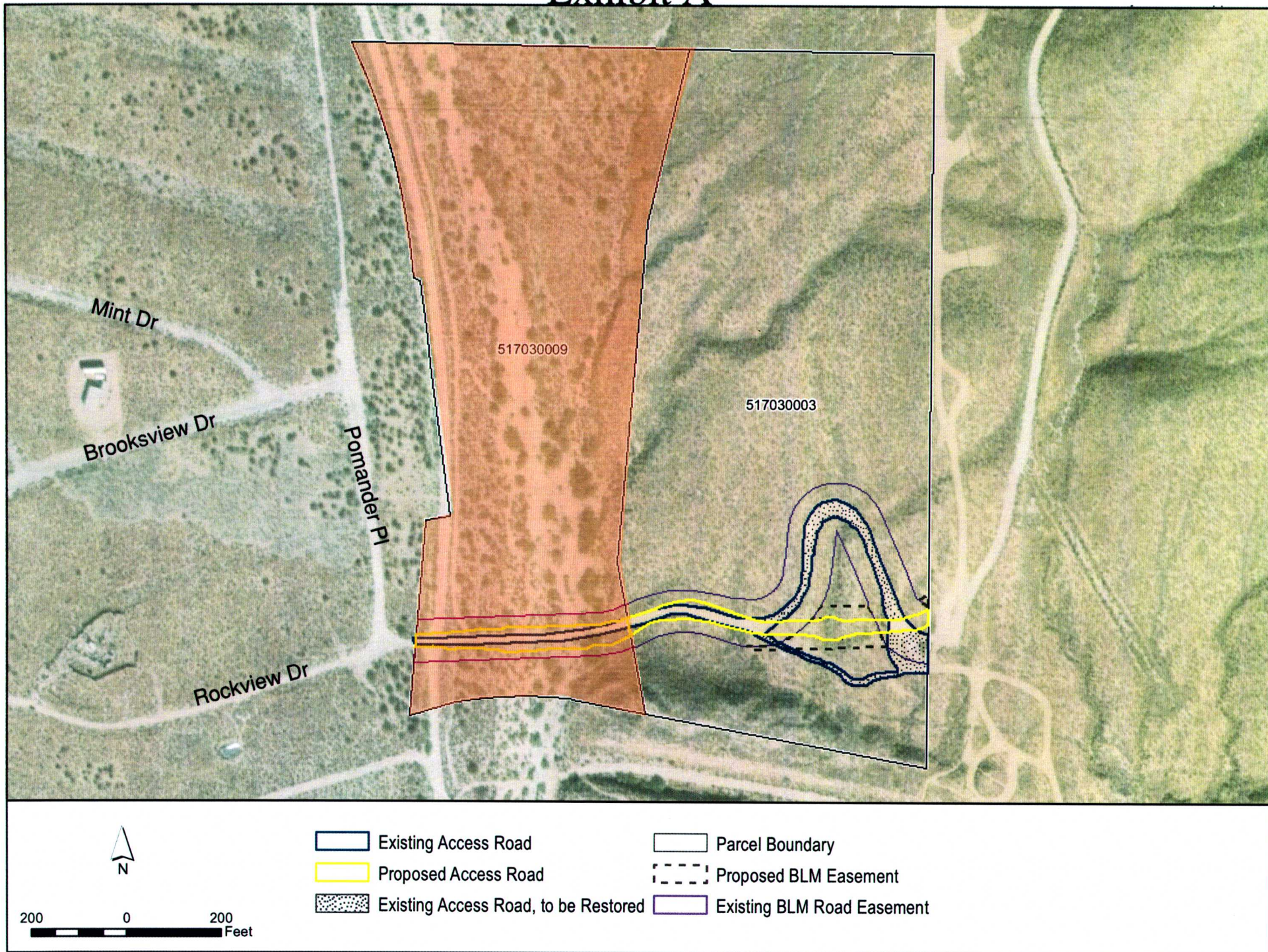


Exhibit B

