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**Appendix J**

APPENDIX J-1 – ADDITIONAL MATERIALS PROVIDED FOR A COMPLETE RECORD OF PROCEEDINGS

**WEST OF DEVERS UPGRADE  
ROW AGREEMENT**

**AGREEMENT RELATED TO GRANT EASEMENTS AND RIGHTS-OF -WAY  
FOR ELECTRIC TRANSMISSION LINES  
AND APPURTENANT FIBER-OPTIC TELECOMMUNICATIONS LINES AND  
ACCESS ROADS  
ON AND ACROSS LANDS OF THE MORONGO INDIAN RESERVATION**

**Recitals**

- WHEREAS,** Southern California Edison Company, a California corporation and successor-in-interest to California Electric Power Company ("SCE"), is the owner and operator of the Devers-San Bernardino No. 1 220kV electric transmission line; the Devers-Vista No. 1 220kV electric transmission line; the Devers-Vista No. 2 220kV electric transmission line; the Devers-El Casco 220 kV electric transmission line; the Banning-Bottle-Maraschino and the Bottle-Garnet-Windfarm 115 kV electric transmission line circuits; and the Devers-Banning-Wind Park and the Banning-Zanja 115 kV electric transmission line circuits; and fiber-optic telecommunications lines utilizing the same support structures as, respectively, the Devers-Vista No. 1 transmission line and the Banning-Bottle-Maraschino and the Bottle-Garnet-Windfarm 115 kV electric transmission line circuits; together with certain appurtenant facilities, including but not limited to towers, poles, guy wires and ground wires, and has the right to maintain and utilize access roads (collectively, the "**Existing Facilities**"), all crossing portions of the reservation trust lands (the "**Reservation**") of the Morongo Band of Mission Indians, a federally recognized Indian tribe (the "**Morongo Band**" or "**Tribe**");
- WHEREAS,** SCE has a need for additional 220kV transmission capacity in order to receive output from generation sources east of SCE's Devers substation, including, without limitation, renewable generation sources, and for that purpose plans to upgrade and reconfigure its 220kV Existing Facilities west of the Devers substation through replacement of conductors and support structures, fiber-optic telecommunication lines, and appurtenant facilities (the "**Future Facilities**") west of SCE's Devers substation;
- WHEREAS,** SCE formerly operated the Devers-San Bernardino No. 1 220kV electric transmission line, the Devers-Vista No. 1 220kV electric transmission line, the Banning-BottleMaraschino and Bottle-Garnet-Windfarm 115 kV and the Devers-Banning- Wind Park 115 kV electric transmission line circuits, as well as a fiber-optic telecommunications line on the same support structures as the Devers-Vista No. 1 220 kV transmission line, on rights of way/easements across the lands of the Reservation that have expired, and now operates those Existing Facilities pursuant to temporary use permits issued by the Morongo Band;
- WHEREAS,** SCE desires to secure the right to continue operating, maintaining, inspecting and accessing all of its Existing Facilities currently on and across Reservation;

and to secure such rights, including rights for construction of the Future Facilities to be located in a modified corridor across the lands of the Reservation;

**WHEREAS,** SCE operates the part of the Devers-Banning- Wind Park 115 kV electric transmission line circuits located on tribal trust lands northwest of the City of Banning in an easement/right-of-way that expires in 2017, and the Devers-Vista No. 2 220kV electric transmission line and what now is known as the Devers-El Casco 220kV electric transmission line in an easement/right of way that was granted by the federal government and expires in 2019;

**WHEREAS,** The Morongo Band and SCE desire to replace all existing grants, licenses and approvals relating to the Existing Facilities, including easements that have not yet expired, with four new easements in corridors across the trust lands of the Reservation into which all of the Existing Facilities and the Future Facilities will be consolidated, subject to the terms and conditions of this Agreement;

**WHEREAS,** The Morongo Band is willing to enter into this Agreement and consent to the Grant of Easements and Rights-of-Way approved by the Secretary of the Interior or his designated representative ("**United States**") for the four new easements to SCE (collectively, the "**Federal Grant**") in return for appropriate compensation for the continued use of the Reservation lands for the Existing Facilities and the Future Facilities as those facilities, operated at voltages no greater than 230 kV, may be maintained, replaced, reconductored, relocated, reconstructed and/or reconfigured;

**WHEREAS,** The Tribe and SCE have agreed that it is in the best interests of both the Tribe and SCE for the United States to grant, pursuant to 25 U.S.C. Section 323, and its implementing regulations at 25 C.F.R. Part 169, to SCE easements and rights-of-way allowing SCE's continued use, operation, maintenance, inspection, upgrade and access of (a) the Banning-Bottle-Maraschino 115 kV and the Bottle-Garnet-Windfarm 115 kV electric transmission line circuits in its present corridor ("**Right-of-Way 1**"), (b) the Devers-Banning- Wind Park and the Banning-Zanja 115kV electric transmission line circuits ("**Right-of-Way 2**"), (c) its remaining Existing Facilities in their present locations pending reconstruction, replacement, reconfiguration, operation, inspection, access, maintenance and relocation of SCE's Future Facilities in a new or modified corridor ("**Right-of-Way 3**"; collectively, with Right-of-Way 1 and Right-of-Way 2, the "**Existing Facilities Rights-of-Way**"), and (d) a corridor for SCE's future construction, use, operation, maintenance, inspection, upgrade and access of Future Facilities, which shall include either two double-circuit 220kV transmission lines or four single-circuit 220kV transmission lines where engineering constraints require single-circuit lines, to take the place of those Existing Facilities currently on Right-of-Way 3 in the new or modified corridor ("**Right-of-Way 4**"; collectively with the Existing Facilities Rights-of-Way, the "**Rights-of-Way**");

**WHEREAS,** The final engineering and licensing of the Future Facilities and the final placement of the Future Facilities within Right-of-Way 4 have not yet been completed;

**WHEREAS,** The parties desire to enter into this binding Agreement in order to document the terms and conditions on which the Morongo Band will consent to the United States' approval and granting to SCE Easements and Rights-of-Way for the Existing Facilities and the Future Facilities;

**WHEREAS,** SCE has made an extra payment of \$1,054,375.00 to the Morongo Band under a prior tribal license, now expired, which extra payment shall be retained by the Morongo Band to defray the costs incurred by the Morongo Band in connection with this Agreement and SCE's application for the Federal Grant in accordance with Section III below; and

**WHEREAS,** the Morongo Band's consent to the Federal Grant is contingent upon SCE's agreement to enter into, with an entity in which the Morongo Band owns an interest, a binding and enforceable Development and Coordination Agreement (the "DCA") giving to said entity an option to participate in the financing of the upgrade and relocation of the Future Facilities through the leasing of transmission transfer capability on those facilities subject to the receipt of the necessary regulatory approvals.

**NOW, THEREFORE,** in consideration of the foregoing and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Morongo Band and SCE hereby enter into this "Agreement Related to the Grant of Easements and Rights-Of-Way For Electric Transmission Lines and Appurtenant Fiber-Optic Telecommunications Lines On and Across Lands of the Morongo Indian Reservation" (this "Agreement") for the Rights-of-Way encumbering the Reservation for the Existing Facilities and the Future Facilities on the following terms and conditions:

**I. Rights Conferred by and Terms and Conditions of Federal Grant.**

**A. Execution of the Federal Grant; Final Engineering.**

The Rights-of-Way are described as follows: Right-of-Way 1 is a strip of land covering approximately twenty-six (26) acres, as described in **Exhibit "A"** and depicted on **Exhibit "B"**. Right-of-Way 2 is a strip of land covering approximately forty (40) acres, as described in **Exhibit "A"** and depicted on **Exhibit "B"**. Right-of-Way 3 is a strip of land covering approximately three hundred forty (340) acres described in **Exhibit "A"** and depicted on **Exhibit "B"**. Right-of-Way 4 is that corridor described in **Exhibit "A"** and depicted on **Exhibit "B"**. Upon completion of final engineering and SCE's obtaining of required approvals from the California Public Utilities Commission ("**CPUC**") and other relevant governmental authorities, Right-of-Way 4 shall be amended to conform to said engineering and approvals. SCE shall submit final maps of definite location for the facilities to be placed in Right-of-Way 4 upon completion of construction.

The Morongo Band shall execute its consent to SCE's application for the Federal Grant (such form of Grant is attached hereto as **Exhibit "C"**) and shall deliver such original consent to SCE within five (5) days of the Effective Date (as defined below) of this Agreement.

SCE shall present to the Morongo Band the final engineering and licensing approvals for the Future Facilities once such final engineering is complete and the licensing approvals for the Future Facilities from all required governmental entities have been granted. The parties agree that Right-of-Way 4 initially shall be no more than 800 feet wide, and if, after construction of the New Facilities within Right-of-Way 4, a narrower right-of-way satisfies SCE's reasonable requirements, the width of Right-of-Way 4 shall be reduced where and to the extent that SCE's reasonable requirements are met. The Tribe shall, within thirty (30) days of such notification, execute a consent for inclusion in SCE's application for an amendment of the Federal Grant in order to modify Right-of-Way 4's legal description.

**B. Additional Terms and Conditions Regarding Use.**

Consistent with the terms of the Federal Grant, SCE shall have the right to construct roads, use existing roads and make such additions thereto, on lands of the Tribe within the Rights-of-Way, as shall be reasonably necessary or convenient to SCE's access to and use of the Rights-of-Way, or any extension of the Rights-of-Way on the lands of others, and the right to use all reasonably necessary and convenient means of ingress to and egress from the Rights-of-Way, or said extension thereof, from the public highway or tribally-maintained or controlled roads most convenient thereto, for the uses and purposes and the exercising of the Federal Grant. SCE shall also have the right to establish and utilize within Rights-of-Way such temporary marshalling and material staging yards, as SCE reasonably determines to be necessary for construction activities related to SCE's use, operation, and maintenance of the Rights-of-Way, *provided* that all such SCE facilities shall be developed and maintained in a manner that will, to the extent feasible and practicable, prevent erosion and alteration of existing land forms and naturally-occurring vegetation, to the extent consistent with SCE's need to manage vegetation within its transmission corridors. SCE shall work with appropriate Morongo Tribal staff to establish the access roads and construction staging areas on lands of the Tribe outside of the Rights-of-Way. If the Tribe believes that SCE's activities have caused damage or accelerated wear and tear to tribal roads, the Tribe and SCE shall consult, and SCE agrees to take reasonable actions to repair such roads.

SCE shall implement CPUC policies and design guidelines for power-frequency electric and magnetic fields ("**EMF**") for the design, construction, and operation of the Future Facilities on the Morongo Reservation to minimize any adverse impacts on the Reservation's environment and/or persons or property within the Reservation's boundaries. SCE will provide a copy of any EMF Field Management Plan applicable to the Existing and/or Future Facilities to the Tribe for its review and comment, prior to submittal by SCE to the CPUC or any other applicable regulatory agency.

SCE shall consult with the Tribe concerning the design of any new or replacement transmission line towers and the potential relocation/modification of the 115kV subtransmission line located on Right-of-Way 2 (the "**Right-of-Way 2 Subtransmission Line**"), and shall defer

to the Tribe's choice of 220/230 kV and 115 kV tower design(s) and its desired relocation or modification of the Right-of-Way 2 Subtransmission Line if the (i) tower design and line relocation and/or modification meets SCE's engineering standards and criteria, (ii) tower design and line relocation and/or modification meets all applicable regulatory requirements, (iii) use of the tower design and/or the line relocation and/or modification would not cause a delay in the licensing and construction of the Future Facilities, and (iv) the total actual increased project costs thereof, including all costs related to the Tribe-requested changes in tower design and the potential relocation and/or modification of the Right-of-Way 2 Subtransmission Line would not collectively exceed thirty million dollars (\$30,000,000.00). If the parties agree to the relocation of the Right-of-Way 2 Subtransmission Line in accordance with this Section, the Tribe shall consent to a grant from the United States for a replacement easement, containing all the same terms and conditions as the easement for Right-of-Way 2, for the new location prior to SCE's relocation of such facilities. If the parties agree to the modification of the Right-of-Way 2 Subtransmission Line in accordance with this Section, the Tribe shall consent to the amendment of the grant of easement for Right-of-Way 2, if deemed necessary in SCE's opinion, to grant SCE additional land rights for such modification. SCE shall not be obligated to remove, relocate or otherwise modify the Right-of-Way 2 Subtransmission Line prior to the Tribe consenting to and/or the United States granting such rights.

SCE hereby agrees that upon relocation and energization of each of SCE's Existing Facilities to a different corridor or corridors on the Reservation, SCE shall remove each such Existing Facility, restore the land previously occupied by such Existing Facility to its natural state to the extent feasible, including as appropriate revegetation with native plants, and quitclaim to the United States of America for the benefit of the beneficial owner of the trust lands formerly occupied by each such Existing Facility all of SCE's right, title and interest in said trust lands, and to convey to the fee owner all of SCE's right, title and interest to easements on non-trust lands within the boundaries of the Reservation that no longer are occupied by any of SCE's Existing Facilities and that are no longer used and useful to SCE.

It is further understood and agreed that upon request by the Tribe to acquire SCE's distribution system on the Reservation ("**Distribution System Acquisition**"), SCE and the Tribe shall negotiate in good faith an agreement setting forth the terms and conditions relating to such conveyance, based upon the principles that fair market value, determined through independent appraisal, which appraisal costs shall be shared equally, shall be paid for the distribution system on the Reservation, and that any and all costs that SCE determines are necessary to separate the distribution system to be conveyed from the remainder of SCE's distribution system will be paid by the Tribe. The conveyance will be subject to all necessary regulatory approvals and will also be subject to the Tribe's compliance with any non-discriminatory technical and other standards and wheeling charges that would be applicable to any other government-owned electric utility. In the alternative, should the Tribe so request, consistent with California law and CPUC regulations, SCE shall assist the Tribe in establishing a program of Community Choice Aggregation within the boundaries of the Reservation.

### **C. Commitments by Tribe.**

The Tribe agrees to timely issue temporary entry permits (each, a "**TEP**") to allow SCE to use tribal lands near and adjoining the Rights-of-Way for temporary use yards (each, a

"Temporary Use Yard") for uses including, but not limited to, temporary marshalling, material and equipment staging and storage, helicopter landing and staging, construction crane pads, and construction pulling and stringing locations in order to facilitate construction and maintenance activities within the Rights-of-Way, and agrees that SCE will not be charged more than \$2,500.00 for each Temporary Use Yard's TEP. In accordance with the Federal Grant, SCE is not required to seek a TEP for its use of access roads for ingress and egress necessary for SCE's access to the Rights-of-Way, but shall consult with appropriate tribal staff to establish appropriate locations for new access roads that SCE may need to construct on tribal lands outside of the Rights-of-Way. The Tribe agrees that the Tribe and its assigns and permittees shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Rights-of-Way, or so near thereto as to constitute, in the reasonable opinion of SCE or successors, assigns or agents, a menace or danger to said electric lines and communication circuits or which may in the opinion of SCE, interfere with SCE's ready access to, operation or maintenance of said electric lines and communication circuits.

The Tribe agrees that the reservation of rights for itself and its assigns and permittees, rights across (but not longitudinally along) the Rights-of-Way, for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, shall not interfere with or endanger, in the opinion of SCE, the operation or maintenance of the electric lines and communication circuits of SCE, or SCE's ready access to its said electric lines and communication circuits, or the exercise of any of the rights herein granted to SCE. In addition to said reserved rights for water pipelines, farm fences and roads, the Tribe and its assigns and permittees shall have only the additional right to cultivate the land within the Rights-of-Way for any and all field or orchard crops which may be grown thereon or to use such land for grazing and pasturage, provided such uses shall not interfere with the rights herein granted to SCE, its successors and assigns, and to use said lands for any other purpose that is not inconsistent with applicable laws and regulations or SCE's right to access, maintain and safely operate its Existing and/or Future Facilities. Further, the Tribe agrees that SCE, its successors, assigns and agents, shall not be liable for damage to, or removal of trees and vegetation, including loss of production, both present and future, where such damage, removal and loss occurs as a result of the exercise of the rights granted in the Federal Grant.

The Tribe agrees that the Rights-of-Way shall not be used for the interment of human remains.

The Tribe shall not conduct or permit any activities on lands overlying underground Existing and/or Future Facilities that would interfere with the safe access to or maintenance and operation of such facilities.

The Tribe and its assigns and permittees, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances, will not do so within the Rights-of-Way or in such a manner as will endanger or interfere with the structures and facilities erected and installed by SCE or with the operation or maintenance of the electric lines and communication circuits of SCE, and will not, without SCE's express written consent, which consent shall not unreasonably be withheld as long as no interference with or endangerment to SCE's facilities would result therefrom, construct, place or maintain, or permit to be constructed, placed or

maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of the Rights-of-Way.

The Tribe shall not grant any other easement on, under or over the Rights-of-Way to any person, firm or corporation without the previous written consent of SCE, which consent shall not be unreasonably withheld as long as the proposed easement would not interfere with SCE's exercise of its rights under the Federal Grant. The Tribe shall not consent to any grant by the United States of any easement and right of way on, under or over the Rights-of-Way to any person, firm or corporation without the previous written consent of SCE, which consent shall not be unreasonably withheld as long as the proposed easement would not interfere with SCE's exercise of its rights under the Federal Grant.

Notwithstanding any SCE or CPUC general regulations or policies to the contrary, the Tribe expressly reserves to itself the right to construct, operate, maintain and staff guard kiosks within the Rights-of-Way granted to SCE by the Federal Grant, subject to the Tribe's compliance with SCE's standards and criteria regarding such kiosks; *provided*, that the Tribe agrees that such construction, operation, maintenance and staffing of guard kiosks will not interfere with the safe access to and safe maintenance and operation of SCE's Existing and/or Future Facilities.

If (a) the Federal Grant has not been executed by the United States, (b) the United States modifies or conditions material terms of the Federal Grant such that the Federal Grant is unacceptable to SCE, or (c) a court of competent jurisdiction voids the Federal Grant, the Tribe agrees, upon written request from SCE, to grant SCE a tribal right-of-way for SCE's Existing Facilities and Future Facilities upon terms consistent with the terms and conditions of this Agreement and the Federal Grant.

## **II. Term of Agreement.**

The term ("Term") of this Agreement shall commence on the Effective Date (as defined in Section VI.M below) and shall terminate on the later of the termination of the Federal Grant or fifty (50) years after the Effective Date of this Agreement, unless (a) earlier terminated (i) by either party pursuant to Section V.C.b below, (ii) by the Tribe pursuant to Section V.D below, (iii) by SCE pursuant to Section V.E below, or (iv) by written agreement of the parties, or (b) the parties agree in writing to renew or extend this Agreement. The term of any existing grants, licenses, approvals and/or permits for the Existing Facilities on the Existing Rights-of-Way shall terminate upon the effective date of the Federal Grant.

## **III. Fees.**

SCE has paid an application fee of \$150,000 to the Tribe with regard to this Agreement and the Federal Grant, to be deducted from and credited against the extra payment of \$1,054,375.00 made by SCE to the Tribe in May 2008. The remainder of said extra payment amounting to \$904,375.00 shall be retained by the Tribe, and the parties agree that such amount will cover any and all costs incurred by the Tribe to process this Agreement, obtain the Federal Grant and monitor SCE's construction of the Future Facilities.

As full monetary consideration both for the Tribe's agreement to consent to the Federal Grant under this Agreement and the United States' grant of the Federal Grant, inclusive of all

rentals, fees, real property or personal taxes, special assessments, and other property assessments arising out of SCE' s past, present or future use of Tribal lands for the Existing Facilities and the Future Facilities granted hereunder and in the Federal Grant, SCE shall pay to the Tribe an annual fee (the "Annual Fee") of six million five-hundred thousand Dollars U.S. (\$6,500,000.00) per year during the first five years of the Term, such amount to be prorated for any partial calendar year to which payments may be applied. Thereafter, the Annual Fee shall be increased by \$500,000 every five years, beginning in the sixth year after the Effective Date.

Said payments shall be made either at the main office of the Morongo Band of Mission Indians, located at 12700 Pumarra Road, Banning, CA 92220, or by electronic fund transfer to an account designated by the Tribe, no later than 5:00 p.m. on the Effective Date, and on the first day of the first month of each subsequent calendar year during the Term; provided, however, that, notwithstanding the foregoing, the initial payment under this Agreement shall not be due until the next business day following the execution date of the Effective Date Certificate (as defined in Article VLM below). Such initial payment hereunder shall cover the period commencing on the first day of the month in which the Effective Date occurs, and shall be in addition to any monthly use permit fee that SCE may have paid the Tribe for the month in which the Effective Date occurs. All payments made by SCE to the Tribe shall be non-refundable, except as such payments may be pro-rated in accordance with the terms of the Grant and this Agreement.

#### **IV. Dispute Resolution; Limited Waiver of Sovereign Immunity.**

Any disputes between the parties arising under this Agreement, the Federal Grant, or applicable law, including those involving the respective rights of the Tribe and/or SCE hereunder or under the Federal Grant and/or the performance or non-performance of any obligation by either the Tribe or SCE shall first be subject to informal efforts at resolution through meeting and conferring confidentially and in good faith within 20 days of a written request therefor by the aggrieved party. At the request of either party, the meet and confer shall be facilitated by a mediator chosen from a list of candidates supplied by JAMS (Judicial Arbitration & Mediation Services), and either party may request the mediator to suggest a resolution that shall not be binding on either party. The costs and expenses of such mediation shall be borne by SCE if the mediation results in a resolution of the dispute in a manner favoring the Tribe's position, as determined by the mediator, but shall be borne equally by both SCE and the Tribe if the mediation results in a resolution of the dispute in a manner favoring SCE's position or in a manner that favors neither party's position, also as determined by the mediator. If the foregoing informal procedures are unsuccessful in resolving the dispute, either party may bring suit in the United States District Court for the Central District of California, the jurisdiction and venue of which the parties hereby consent to, or in the event such federal district court disclaims jurisdiction, then any other federal district court of competent jurisdiction, and appropriate federal appellate courts, for declaratory and/or injunctive relief limited to declaring the respective rights of the parties under this Agreement and, if necessary to enforce the court's order, issuing such further orders as are necessary to specifically enforce those rights during the Term.

If for any reason such United States district courts do not have or decline jurisdiction over the subject matter of the action, SCE's suit as authorized herein shall be resolved by a

California state court of competent jurisdiction in the County of Riverside, California, the jurisdiction and venue to which the parties expressly consent. In the case of a suit brought in California state court, the entire dispute shall be submitted for resolution by a referee appointed pursuant to California Code of Civil Procedure section 638, the fees of whom shall be paid in the same manner as provided above with respect to the fees of the mediator. The remedies SCE may seek from the referee shall be limited to those provided for above with respect to a suit brought in a federal court. Any appeal from the referee's decision in a state court proceeding shall be brought in the appropriate court of appeals having jurisdiction to review the referee's decision.

The parties consent that any process or notice in connection with the initiation of litigation may be served by certified mail, return receipt requested, or by personal service, or in such other manner as may be permissible under the rules of the applicable court, provided a reasonable time for appearance is allowed.

SCE shall have no right to seek or obtain any relief extending beyond the expiration of the Term, or any award of money damages against or other payment of money by the Tribe, except as provided in this section and Section V.F below. Notwithstanding the foregoing, SCE shall have the right to seek an award of money damages against or other payment of money by the Tribe solely to obtain payment due from the Tribe in connection with the Distribution System Acquisition. Except as otherwise expressly provided herein, the Tribe expressly waives any right it may possess to require SCE to exhaust any and all tribal remedies prior to bringing an action in court, provided that SCE has first met and conferred in good faith with the Tribe to attempt an informal resolution of any dispute arising under this Agreement or the Federal Grant as provided above. The Morongo Band hereby waives its sovereign immunity only to the extent necessary to grant SCE the relief allowed under this Article IV, and in particular for the limited purpose of allowing SCE to sue in the appropriate court of competent jurisdiction, with all rights of appeal to the appropriate appellate courts, to obtain an injunction or other appropriate enforcement order (but not monetary damages (except for those allowed pursuant to the paragraph above)) against the Morongo Band for any attempted interference with SCE's rights under this Agreement, the Federal Grant or under applicable law. The Tribe further waives any right to bring an action in tribal court or before tribal administrative agencies.

**V. Events of Default: Limitation on Damages, Remedies and Termination Rights.**

**A. Events of Default.** The occurrence of any one of the following shall constitute an "Event of Default" under this Agreement:

- (a) SCE shall fail to make payments for amounts due under this Agreement or the Federal Grant within thirty (30) days after notice that such payment is past due;
- (b) A party shall fail to comply with any other material provision of this Agreement or the Federal Grant (other than failures covered by subparagraph (a) above), and any such failure shall continue uncured for thirty days after notice thereof, provided that if such failure is not capable of being cured within such period of thirty (30) days with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time so long as the defaulting party is exercising commercially reasonable efforts to cure such failure;

(c) Any representation made by a party hereunder shall fail to be true in any material respect at the time such representation is given and such failure shall not be cured within thirty days after notice thereof by a non-defaulting party; and

(d) SCE shall fail to execute and comply with any material provision of the DCA or the Transfer Capability Lease by and between SCE and Morongo Transmission LLC (the "Lease") (if the option to enter into the Lease is timely exercised), and any such failure shall continue uncured for thirty days after notice thereof, provided that if such failure is not capable of being cured within such period of thirty days with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time, (but not exceeding ninety (90) days), so long as SCE is exercising commercially reasonable efforts to cure such failure.

**B. Limitation on Damages.** No party shall be liable to the other party under this Agreement for consequential, incidental, punitive, exemplary or indirect damages or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. The provisions of this Section V.B. shall not be construed to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and enforceable insurance policies. Nothing contained in this Agreement, the Federal Grant, or any other document or agreement related hereto shall be construed to waive, limit or restrict, in any way, any of the Tribe's or SCE's rights, remedies or defenses under or emanating from the DCA or the Lease.

**C. Remedies.** Subject to Article IV (Dispute Resolution), if an Event of Default occurs and is continuing, the non-defaulting party shall have the right (a) to pursue all remedies available at law or in equity, including without limitation, the right to institute an action, suit or proceeding in equity for specific performance of the obligations under this Agreement, and/or (b) to terminate this Agreement and seek the termination of the Federal Grant upon two year's notice to the defaulting party.

**D. Additional Morongo Termination Right.** In addition to the right contained in Section V.C above, the Morongo Band shall have a one-time right to terminate this Agreement and seek the termination of the Federal Grant upon two years' notice if as of January 1, 2017: (a) SCE has not received all the "Required SCE Regulatory Approvals" (as defined in the DCA), or (b) Morongo Transmission LLC has submitted and pursued with diligence applications for "Required Investor Regulatory Approvals" (as defined in the DCA) but has not received all such approvals. Should this Agreement and the easements be terminated in accordance with this Section V.D and the effective termination date is not on the first day of the calendar year, SCE shall only be obligated to pay to the Morongo Band an apportioned amount of the Annual Fee due that partial year, allocated on a pro-rata basis.

**E. Additional SCE Termination Right.** In addition to the right contained in Section C above, SCE shall have the right to terminate this Agreement upon notice to the Tribe if (a) (i) the Federal Grant has not been executed by the United States by May 27, 2014, (ii) the United States modifies or conditions material terms of the Federal Grant such that the Federal Grant is unacceptable to SCE, or (iii) a court of competent jurisdiction voids the Federal Grant and (b) SCE has removed its facilities from the Morongo Band's lands and restored those lands to as close to their original condition as is reasonably feasible.

**F. Refund to SCE.** If the Federal Grant has been terminated prior to its expiration for a reason other than SCE's uncured material breach of the terms and conditions of either the Federal Grant or this Agreement and SCE has removed its facilities from the Morongo Band's lands and restored those lands to as close to their original condition as is reasonably feasible, the Morongo Band shall refund to SCE the proportion of the pre-paid Annual Fee, allocated on a pro-rata basis, for the portion of the calendar year remaining after the final removal of the facilities and completion of the restoration of the Tribe's lands, no later than five (5) business days following the completion of such removal and restoration.

**VI. Additional Covenants and Agreements of the Parties.**

**A. No Severance or Other Taxes.** The Morongo Band expressly covenants and agrees that (i) the consideration set forth above is in lieu of and in satisfaction of any taxes, licensing fees, or other fees, or impositions of any sort by the Morongo Band or any other Tribal agency, and (ii) the Morongo Band shall not impose any right-of-way tax or other taxes, licensing or registration fees, or other fees or impositions of any sort, upon SCE's interest in the Rights-of-Way or any of the operations conducted by SCE on the Rights-of-Way during the Term; *provided*, that solely in the event that either or both the State of California or County of Riverside were to repeal or disclaim the right to collect possessory interest taxes assessed on SCE's facilities located on tribal trust lands within the boundaries of the Reservation, then SCE, during the Term, shall pay an amount equal to the revoked taxes as an additional payment to the Morongo Band in lieu of possessory interest tax(es), solely to the extent that such tax(es) were applicable to the Existing and/or Future Facilities located on tribal trust lands of the Morongo Band within the Reservation immediately preceding repeal or disclaimer of jurisdiction by the State of California or the County of Riverside. If a valid tax, licensing fee or other fee or imposition of any sort other than in lieu of an equivalent State or County tax is imposed by the Morongo Band contrary to the covenant made in this section, the Morongo Band and SCE agree that, notwithstanding any other provision of this Agreement, the full amount of such tax, licensing fee or other fee or imposition shall reduce by an equal amount the amounts which are due to be paid annually to the Morongo Band by SCE under this Agreement, so that the total amounts payable as taxes, licensing fees or other Tribal fees or impositions shall not exceed the amount which would otherwise be paid as compensation under this Agreement.

**B. Tribal Ordinances; Jurisdiction.** The Morongo Band hereby waives its rights to invoke the Morongo Land Use Ordinance No. 2, passed June 24, 1978; Morongo Band of Mission Indians Ordinance # 31, Utility Transmission Ordinance, dated August 5, 2006; and any other Tribal ordinance, resolution, or law to revoke or otherwise interfere with SCE's rights under this Agreement or the Federal Grant, including without limitation the right to impose additional taxes or fees. Except for the in-lieu of tax payments set forth in Section VI.A above, or as otherwise expressly provided in this Agreement, the Rights-of-Way, Existing Facilities and Future Facilities shall be subject to the exclusive regulatory jurisdiction of the CPUC and/or the Federal Energy Regulatory Commission and shall not be subject to regulatory authority of the Tribe.

**C. Interconnection of Reservation Generating Facilities.** In the event that the Morongo Band desires to construct or authorize the construction of electrical generating facilities on the Reservation, SCE will perform the required interconnection studies and provide

interconnection services in accordance with the Generator Interconnection Procedures ("GIP") under the then-applicable SCE Wholesale Distribution Access Tariff or California Independent System Operator Tariff, whichever is applicable. To the extent that a generating facility proposed by the Tribe meets the GIP criteria to be studied under the GIS defined Fast Track or Independent Study Process, such expedited processes will be applicable to the proposed generating facility.

**D. Waiver of Claims.** SCE and the Tribe hereby mutually release and waive any and all claims for, or defenses to, injuries, damages, or other legal or equitable relief, if any such claims exist, arising from events occurring on or before the Effective Date with regard to the Rights-of-Way and the matters covered under this Agreement and the Federal Grant, including without limitation all existing grants, licenses, permits and approvals relating to the Existing Facilities. SCE and the Tribe agree that it is their intent to resolve all outstanding claims, known and unknown, between the parties in their negotiations concerning the future status of said electric transmission lines and appurtenant facilities.

**E. Council Approval.** If the Morongo Band's General Membership has delegated to the Morongo Tribal Council the authority to approve and bind the Morongo Band to this Agreement, this Agreement shall be approved by the Morongo Tribal Council. Otherwise, this Agreement shall be approved by a majority vote of the Morongo Band's General Membership. Such delegation or approval of the General Membership shall, in either case, include the right of the Morongo Tribal Council to consent, on behalf of the Tribe, to the Federal Grant and to enter into the agreements contemplated in this Agreement.

**F. Entire Agreement.** This Agreement, including the exhibits attached hereto, contains the entire agreement and consideration between the parties with respect to this matter and supersedes all prior oral or written agreements, licenses, permits, commitments or understandings with respect to the Rights-of-Way, the Existing Facilities and the Future Facilities.

**G. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective parties, and their successors and assigns, heirs and personal representatives.

**H. Severability.** Should a court of competent jurisdiction finally determine or declare any term, condition, covenant or provision of this Agreement to be null, void or of no legal force, effect or consequence, in whole or in part, by final judgment or decree, such decree or judgment shall not vitiate, defeat or impair the enforceability of any remaining terms, conditions, covenants or provisions not so held, which shall remain in full force and effect.

**I. Construction.** In all cases, the language in all parts of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party.

**J. Survival.** The terms and conditions contained in Article IV and V herein shall survive any termination of this Agreement.

**K. Governing Law.** This Agreement shall be governed by the laws of the United States of America, and where such laws are nonexistent or inapplicable, the laws of the State of California.

**L. Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be considered one and the same instrument.

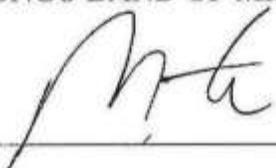
**M. Effective Date: Approvals.** This Agreement shall become effective upon the last to occur of (i) the execution of this Agreement by the Chairman of the Morongo Band, as authorized by Resolution No. 112012-02 of the Morongo Tribal Council, and SCE, as authorized by Resolution dated June 21, 2012; (ii) the ratification by the general membership of the Morongo Band; and (iii) any and all necessary approvals of the United States Department of the Interior, Bureau of Indian Affairs and any other government agency(ies) whose approval is a condition precedent to the validity, performance and enforceability of this Agreement, to the extent required under applicable law. All such approvals must be final for the applicable person or entity. Furthermore, the effectiveness of this Agreement shall be contingent upon SCE's entering into the DCA with Morongo Transmission LLC attached hereto as **Exhibit "D"**. Upon completion of the foregoing executions and final approvals, the parties hereto shall certify the date of the Effective Date in a writing signed by both parties (the "**Effective Date Certificate**").

IN WITNESS WHEREOF, the Morongo Band of Mission Indians and the Southern California Edison Company have executed this Agreement this 27 day of November, 2012.

SOUTHERN CALIFORNIA EDISON COMPANY

By: 

MORONGO BAND OF MISSION INDIANS

By: 

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
APPROVAL OF AGREEMENT

The within Agreement between Southern California Edison Company and the Morongo Band of Mission Indians consisting of pages 1 through 14 and Exhibits "A" through "D" is hereby approved on behalf of the Secretary of the Interior pursuant to the provisions of 25 U.S.C. § 81 and its implementing regulations at 25 C.F.R. Part 84.

Dated: \_\_\_\_\_, 201\_\_

By: \_\_\_\_\_

\_\_\_\_\_, Superintendent

United States Department of the Interior

Bureau of Indian Affairs

APPENDIX J-2 – ADDITIONAL MATERIALS PROVIDED FOR A COMPLETE RECORD OF PROCEEDINGS

**WEST OF DEVERS UPGRADE  
ROW AGREEMENT EXHIBITS**

**EXHIBIT A**

**See attached**

## EXHIBIT A

### **Right-of-Way 1** (Shown on Exhibit B as the Banning-Bottle-Maraschino and the Bottle-Garnet-Windfarm 115kV electric transmission line circuits)

The first segment of the existing 115kV Transmission Line (South) commences at the SW corner of Section 12, Township 3 South, Range 1 East SBM. Thence proceeds in a Northeasterly direction for approximately 2,200 Feet to a point. Thence proceeding in a Southeasterly direction for approximately 3,000 Feet to the SE corner of said Section 12 also known as the Point of Termination.

The second segment of the existing 115kv Transmission Line (South) commences at point on the West line of Section 14, Township 3 South, Range 2 East SBM, about .5 miles from the North section line of said Section 14. Thence said line continues in a due east direction approximately 0.25 miles, which includes a spur line that goes about 450 feet north in the western half of Section 14 into the Bottle Substation. Thence, said main line continues in a northeasterly direction for about 4,550 Ft to the NE corner of Section 14, Township 3 South, Range 2 East SBM also known as the Point of Termination.

The third segment of the existing 115kv Transmission Line (South) commences near the SW corner of Section 12, Township 3 South, Range 2 East SBM for about 1.0 miles to a point on the East line Section 12 about .50 miles from the North line of said Section 12, also known as the Point of Termination.

Subject to a land survey, the total distance of Right of Way 1 (existing 115kv Transmission Line (South)) is approximately 3.75 miles, with a width of 50 feet and covering an area of approximately 26 acres.

Subject to a land survey, the lands of the Morongo Indian Reservation occupied by Right of Way 1 are within the following named sections, townships, and ranges:

State of California  
San Bernardino Base and Meridian  
Section 12, T. 3 S., R. 1 E.  
Sections 12 and 14, T. 3 S., R. 2 E.

### **Right-of-Way 2** (Shown on Exhibit B as the Devers-Banning-Wind Park and the Banning-Zanja 115kV electric transmission line circuits)

The first segment of the existing 115kV Transmission Line (North) commences at a point on the North  $\frac{1}{2}$  of Section 6, Township 3 South, Range 1 East SBM being approximately at the NW corner of the NE $\frac{1}{4}$  of said Section 6. Thence proceeding in a Southeasterly direction for approximately 3,100 Feet to a point on the South line of the NE $\frac{1}{4}$  of said Section 6 approximately .25 miles from the East Section line of said Section 6 also known as the Point of Termination.

## EXHIBIT A

The second segment of the existing 115kv Transmission Line (North) commences at the SE corner of Section 2 and the SW corner of Section 1, Township 3 South, Range 1 East SBM. Thence said line continues in a due east direction approximately 5.0 miles through Sections 2, 4, 6, 8, 9, 10, and 12 of Township 3 South, Range 2 East SBM to the NE corner of Section 12, Township 3 South, Range 2 East SBM, also known as the Point of Termination.

Subject to a land survey, the total distance of the Right of Way 2 (existing 115kv Transmission Line (North)) across the Morongo Reservation is approximately 5.50 miles, with a width of 50 feet and covering an area of approximately 40 acres.

Subject to a land survey, the lands of the Morongo Indian Reservation occupied by Right of Way 2 are within the following named sections, townships, and ranges:

State of California  
San Bernardino Base and Meridian  
Sections 1, 2, 6, and 12 T. 3 S., R. 1 E.  
Sections 2, 4, 6, 8, 9, 10, and 12, T. 3 S., R. 2 E.

**Right-of-Way 3** (Shown on Exhibit B as the Devers-San Bernardino, Devers-Vista No. 1, Devers-Vista No. 2, and Devers-El Casco 220kV electric transmission lines)

The first segment of the existing 220kV ROW corridor on the Morongo Reservation begins at the western edge of the Morongo Reservation at a point adjacent to the north Section line of Section 6, Township 3 South, Range 1 East SBM being approximately at the NW corner of the NE1/4 of said Section 6. Thence, the ROW proceeds in a due east direction for approximately .50 miles to the NE corner of said Section 6, also known as the point of termination.

The second segment of the existing 220kV ROW reenters the reservation at a point being approximately 1.75 miles due north of the intersection of S. San Gorgonio Avenue and the 10 freeway, also known as the SW corner of Section 34, Township 2 South, Range 1 East SBM. The ROW proceeds due east for approximately 0.50 miles before turning and proceeding in a southeast direction for approximately 0.75 miles. During a 0.50 mile portion of this short southeast segment, the existing ROW exits the Morongo reservation, passes through the Robertson's Ready Mix gravel pit, and reenters the Morongo reservation in Section 2, Township 3 South, Range 1 East SBM, being approximately .25 miles from the NW corner of said Section 2. The existing ROW then proceeds due east for approximately 1.50 miles, then turns and proceeds in a southeast direction for approximately 0.50 miles. Finally, the existing ROW proceeds mostly due east for approximately 5.75 miles to the intersection of Rushmore Avenue and Penland Road at the eastern edge of the Morongo reservation, also known as the NE corner of the NE1/4 of Section 12, Township 3 South, Range 2 East SBM.

## EXHIBIT A

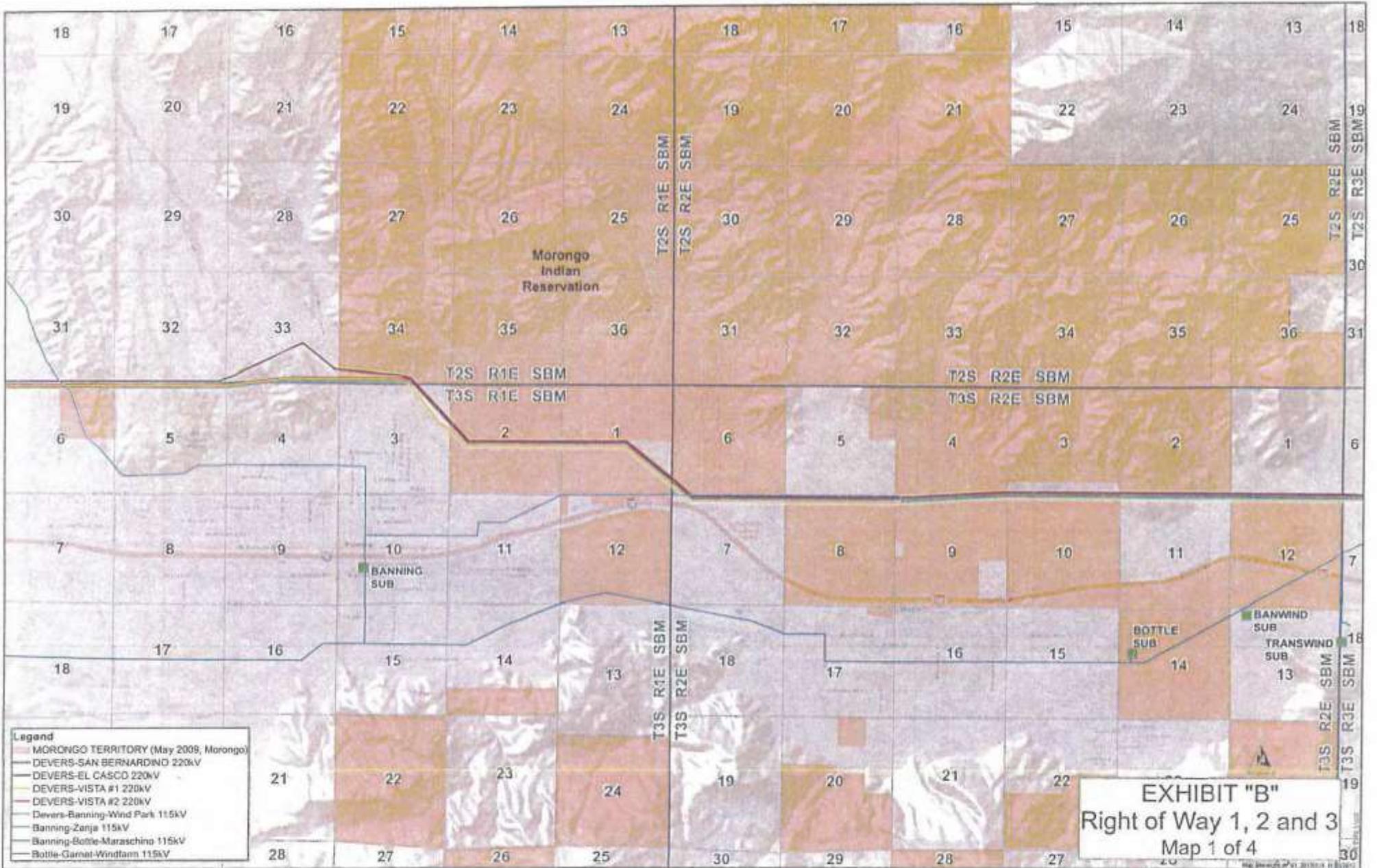
Subject to a land survey, the total distance of Right of Way 3 (existing 220kv Transmission Lines) is approximately 9.0 miles, with a width ranging between 400 to 450 feet and covering an area of approximately 340 acres.

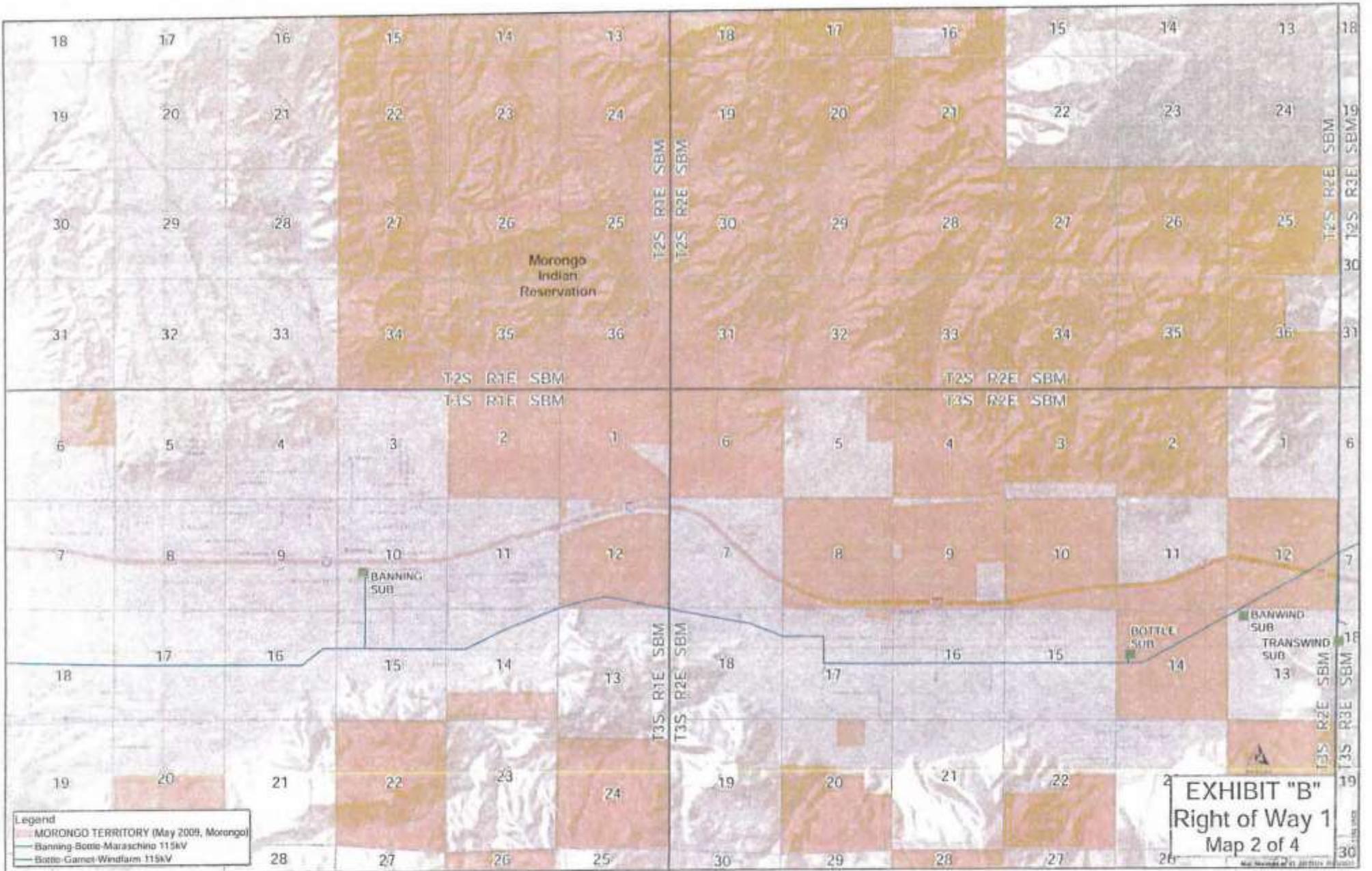
Subject to a land survey, the lands of the Morongo Indian Reservation occupied by Right of Way 3 are within the following named sections, townships, and ranges:

State of California  
San Bernardino Base and Meridian  
Section 34, T. 2 S., R. 1 E.  
Sections 1, 2, and 6 T. 3 S., R. 1 E.  
Sections 2, 4, 6, 8, 9, 10, and 12, T. 3 S., R. 2 E.

**EXHIBIT B**

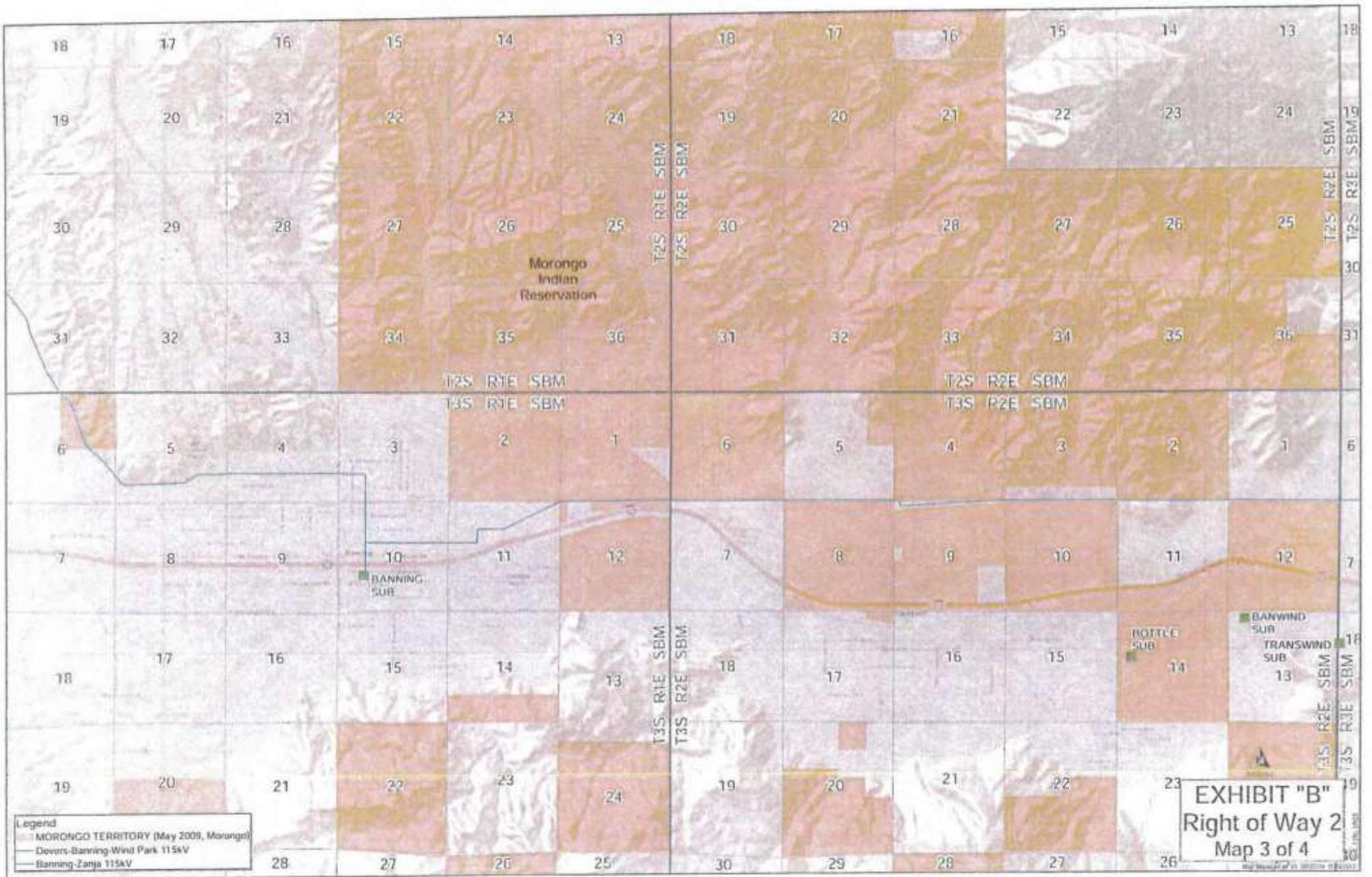
**See attached**

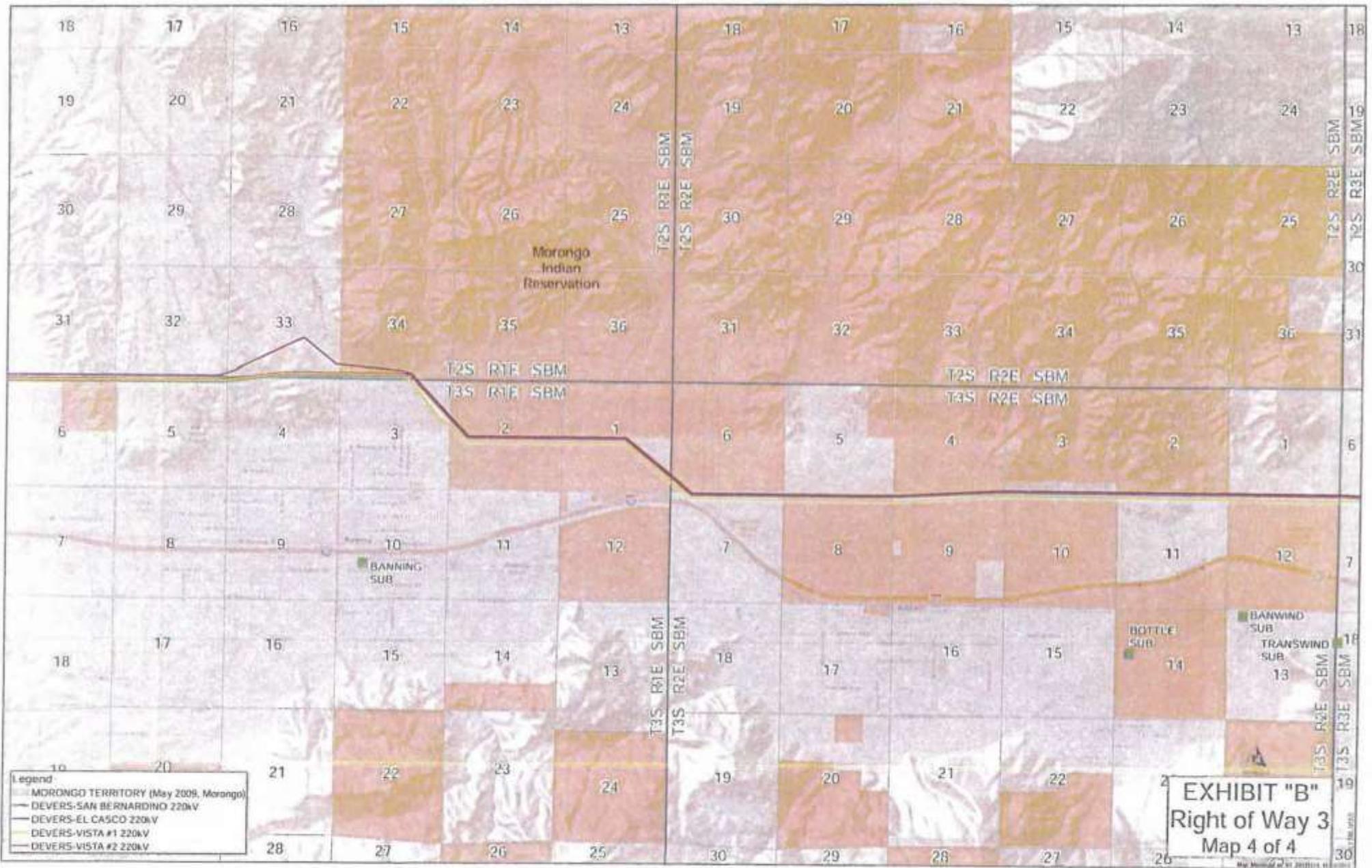




Legend  
 MORONGO TERRITORY (May 2009, Morongo)  
 Banning Bottlo-Maraschino 115kV  
 Bottlo-Garnet-Windfarm 115kV

EXHIBIT "B"  
 Right of Way 1  
 Map 2 of 4





**EXHIBIT C**

**See attached**

## EXHIBIT C

[to be put into recordable form]

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, acting by and through the Superintendent, Southern California Agency, Bureau of Indian Affairs, Department of the Interior, hereinafter referred to as "Grantor" under authority delegated by 209 DM 8, 230 DM 1, and 3IAM 4 and Sacramento Redelelegation Order No. 1 (43 F.R. 30131, July 13, 1978) and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17, 25 U.S.C. Sec. 323-328), and Title 25, Code of Federal Regulations, Part 169, for good and valuable consideration as set forth herein, does hereby grant to the Southern California Edison Company, a California corporation and its successors and permitted assigns ("SCE"), with an address of 2131 Walnut Grove Avenue, Rosemead, California 91770, hereinafter referred to as "Grantee", all those certain exclusive easements and rights-of-way (the "Easements and Rights-of-Ways") for the Term (as defined below) to:

1. construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add to, improve, relocate and remove, at any time and from time to time, electric lines, consisting of one or more lines of metal towers, poles and other structures, wires, cables, including overhead and underground ground wires and communication circuits, with necessary and convenient foundations, conduits, vaults, pull boxes, guy wires and anchors, insulators and cross arms placed on said structures, and other fixtures, appliances and appurtenances connected therewith, including but not limited to aviation marking and/or lighting, necessary or convenient for the construction, operation, inspection, regulation, control grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electronic information and electric energy to be used for light, heat, power, communication, and other purposes, together with the right-of-way and/or easement for roads, ingress, egress and other convenient purposes, needed or desired at any time and from time to time by SCE, and, except as otherwise provided herein, the right to clear and to keep clear the Easements and Rights-of-Way and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences (other than farm, grazing or pasture fences), and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easements and Rights-of-Way and every part thereof, and for any and all purposes herein mentioned; in, under, on, over, along and across those certain strips of land (the "Rights-of-Way") lying within that certain real property of the Morongo Band of Mission Indians ( the "Tribe"), as described in

Exhibit A and depicted on Exhibit B, each as attached hereto and incorporated herewith;

2. install, maintain and operate a communication system for any internal or commercial use by SCE and corporations controlled by or under common control with SCE, and the right to apportion to telecommunication providers and others for commercial use of the communication system, or parts thereof, herein collectively referred to as "System," consisting of communications-related equipment, antennas and fiber optic cables, herein collectively referred to as "Facilities," and the right of access to said System and Facilities, for transmitting data, voice or intelligence by electrical, optical or other electromagnetic means, and other incidental purposes, both overhead and underground in, under, on, over, along and across the Easement and Rights-of-Way;

3. subject to Grantor's prior consent, which consent shall not unreasonably be withheld, to assign, in whole or in part, to others possessing the financial and other capabilities to fulfill Grantee's obligations hereunder, and the right to apportion or divide in whatever manner SCE deems desirable; *provided*, that any assignee(s) shall be subject to all of the same terms and conditions as apply to SCE, including the terms applying to SCE and any assignee(s) thereof in that certain Development and Coordination Agreement (the "DCA") and that certain Transmission Capability Lease (the "Lease") by and between SCE and Morongo Transmission LLC respectively, in effect at the time of such assignment, and further provided that any such assignment shall not constitute a novation of this Grant of Easements and Rights-of-Way ("Grant"), the DCA or the Lease unless agreed to by Grantor and consented to by the Tribe.

4. construct roads, use existing roads and make such additions thereto, on lands of the Tribe within the Easements and Rights-of-Way, as shall be reasonably necessary or convenient to SCE's access to and use of the Easements and Rights-of-Way, or any extension of the Easements and Rights-of-Way on the lands of others, and the right to use all reasonably necessary and convenient means of ingress to and egress from the Easements and Rights-of-Way, or said extension thereof, from the public highway or tribally-maintained or controlled roads most convenient thereto, for the uses and purposes and the exercising of the rights herein granted. SCE shall also have the right to establish and utilize within the Easements and Rights-of-Way such temporary marshalling and material staging yards, as SCE reasonably determines to be necessary for construction activities related to SCE's use, operation, and maintenance of the Easements and Right-of- Way, *provided* that all such SCE facilities shall be developed and maintained in a manner that will, to the extent feasible and practicable, prevent erosion and alteration of existing land forms and naturally-occurring vegetation, to the extent consistent with SCE's need to manage vegetation within its transmission corridors. SCE shall work with appropriate Morongo Tribal staff to establish the access roads and construction staging areas on lands of the Tribe outside the Easements and Rights-of-Way.

5. request from the Tribe, temporary entry permits to allow SCE to use tribal lands near and adjoining SCE's Easements and Rights-of-Way in order to facilitate construction activities within SCE's Easements and Rights-of-Way, which permits shall not unreasonably be withheld, subject to the provisions of the Agreement Related to the Grant of Easements and Rights-Of-Way For Electric Transmission Lines and Appurtenant Fiber-Optic Telecommunications Lines On and Across Lands of the Morongo Indian Reservation entered into by Tribe and SCE dated November 27, 2012 ("Agreement") and subject to SCE's being charged no more than \$2,500 per entry permit, payable directly to the Tribe, to temporarily enter onto the Morongo Reservation (the "Reservation"), and further subject to reasonable permit terms and conditions designed to mitigate adverse environmental impacts from such activities, including obligating SCE to restore lands temporarily used in construction to their previous natural state to the extent feasible, including as appropriate revegetation with native plants. In the event alternate public or tribal roads are constructed which, in the opinion of SCE, will provide SCE with access to the Easements and Rights-of-Way, or said extension thereof, as convenient and adequate as that which SCE may then be using, SCE agrees to quitclaim any such portion or portions of the access roads no longer required hereunder as may be determined by SCE to the owner thereof.

6. install and use gates in any and all fences which are now or may hereafter be constructed on the Easements and Rights-of-Way, for the purpose of permitting at all times convenient entry to and along the Easements and Rights-of-Way. Any gates that are installed by SCE on said lands shall be locked with SCE's locks, and also, if the Tribe so desires, may be locked with the Tribe's locks, in such a manner that either SCE or the Tribe can lock or unlock the gates.

7. make such surface cuts within the Easements and Rights-of-Way as may be necessary to maintain the clearance between the wires and cables and the surface of the ground that may be required by the orders of the California Public Utilities Commission (the "CPUC"), or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction, maintenance or operation of said electric lines, communication circuits and appurtenances. SCE shall consult with the Tribe, and comply with the Tribe's reasonable instructions, if any are given after due notice, concerning the disposition of any soil or other materials on the Reservation, and shall notify the Tribe of the discovery of any materials of archeological or historic significance, which materials are and shall remain the Tribe's property. No soil or other materials may be removed from the Reservation without the Tribe's prior consent. All towers, poles, wires, cables, including ground wires and communication circuits, and any other electrical materials are and shall remain the property of SCE.

8. trim or top and to keep trimmed or topped any and all trees on the lands within the Easements and Rights-of-Way, and adjacent to the Easements and Rights-of-Way, in consultation with the Tribe, to such heights as in the judgment of SCE, its permitted heirs, successors or assigns, shall be reasonably necessary under

applicable standards for the proper construction, operation and maintenance of said electric lines and communication circuits.

9. No person or entity shall be permitted or allowed to deposit earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easements and Rights-of-Way, or so near thereto as to constitute, in the reasonable opinion of SCE or successors, assigns or agents, a menace or danger to said electric lines and communication circuits or which may, in the opinion of SCE, interfere with SCE's ready access to said electric lines and communication circuits.

### LEGAL DESCRIPTION.

The Rights-of-Way are described as follows:

The Rights-of-Way are described as follows: Right-of-Way 1 is a strip of land covering approximately twenty-six (26) acres, as described in Exhibit "A" and depicted on Exhibit "B". Right-of-Way 2 is a strip of land covering approximately forty (40) acres, as described in Exhibit "A" and depicted on Exhibit "B". Right-of-Way 3 is a strip of land covering approximately three hundred forty (340) acres described in Exhibit "A" and depicted on Exhibit "B". Right-of-Way 4 is that corridor described in Exhibit "A" and depicted on Exhibit "B". Upon completion of final engineering and SCE's obtaining of required approvals from the California Public Utilities Commission ("CPUC") and other relevant governmental authorities, Right-of-Way 4 shall be amended to conform to said engineering and approvals. SCE shall submit final maps of definite location for the facilities to be placed in Right-of-Way 4 upon completion of construction.

THIS GRANT is subject to the following additional terms and conditions:

1. Upon relocation and energization of each of SCE's facilities to a different corridor or corridors on the Reservation, SCE immediately shall remove each such facility, restore the land previously occupied by such facility to its natural state to the extent feasible, and quitclaim to the United States of America for the benefit of the beneficial owner of the trust lands formerly occupied by each such facility all of SCE's right, title and interest in said trust lands, and to convey to the fee owner all of SCE's right, title and interest to easements on non-trust lands within the boundaries of the Reservation that no longer are occupied by any of SCE's facilities and that are no longer used and useful to SCE.

2. Grantor reserves for the Tribe and its assigns and permittees, rights across (but not longitudinally along) the Easements and Rights-of-Way, for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, *provided*, however, that the exercise of such rights shall not interfere with or endanger, in the opinion of SCE, the operation or maintenance of the electric lines and communication circuits of SCE, or SCE's ready access to its said electric lines and communication circuits, or the exercise of any of the rights herein granted to SCE. In addition to said reserved rights for water pipelines, farm fences and roads, the Tribe and its assigns and permittees shall have only the additional right to cultivate the land within the

Easements and Rights-of-Way for any and all field or orchard crops which may be grown thereon or to use such land for grazing and pasturage, provided such uses shall not interfere with the rights herein granted to SCE, its successors and assigns, and to use said lands for any other purpose that is not inconsistent with applicable laws and regulations or SCE's right to access, maintain and safely operate its facilities. SCE, its successors, assigns and agents, shall not be liable for damage to, or removal of trees and vegetation, including loss of production, both present and future, where such damage, removal and loss occurs as a result of the exercise of the rights granted herein. The Easements and Rights-of-Way shall not be used for the interment of human remains.

3. SCE shall implement CPUC policies and design guidelines for power-frequency electric and magnetic fields ("EMF") for the design, construction, and operation of the facilities to be constructed on the Reservation to minimize any adverse impacts on the Reservation's environment and/or persons or property within the Reservation's boundaries. SCE will provide a copy of any EMF Field Management Plan applicable to the existing and/or future facilities to the Tribe for its review and comment, prior to submittal by SCE to the CPUC or any other applicable regulatory agency.

4. If and where the Easements and Rights-of-Way are under cultivation on the Effective Date (defined below), any underground cables, wires and conduits shall be laid so that the tops thereof shall be at least 36 inches below the surface of the ground. No person or entity may conduct or permit any activities on lands overlying underground facilities that would interfere with the safe access to or maintenance and operation of such existing or future facilities.

5. This Grant does not convey to SCE any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within or without the limits of the Easements and Rights-of-Way or otherwise; *provided*, that no person or entity, including the Tribe and its assigns and permittees, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances, will do so within the Easements and Rights-of-Ways or in such manner as will endanger or interfere with the structures and facilities erected and installed by SCE or with the operation or maintenance of the electric lines and communication circuits of SCE, and will not, without SCE's express written consent, which consent shall not unreasonably be withheld as long as no interference with or endangerment to SCE's facilities would result therefrom, construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of the Easements and Rights-of-Way.

6. No other easement or easements may be granted on, under or over the Easements and Rights-of-Way to any person, firm or corporation without the previous written consent of SCE, which consent shall not be unreasonably withheld as long as the proposed easement would not interfere with SCE's exercise of its rights under this Grant.

7. Notwithstanding any other provision of this Grant, Grantor expressly reserves on behalf of the Tribe, the right to construct, operate, maintain and staff guard kiosks within the Easements and Rights-of-Way granted to SCE by this Grant, subject to the Tribe's compliance with applicable regulatory requirements and SCE's standards and criteria regarding such kiosks; *provided*, that such requirements and standards shall not preclude construction, operation,

maintenance and staffing of guard kiosks as long as such activity would not interfere with the safe access to or safe maintenance and operation of SCE's Facilities.

**TERM OF GRANT.** The term of this Grant (the "Term"), and SCE's obligation to pay consideration hereunder, shall commence for all purposes as of 12:01 a.m. on the later of (a) the effective date of the Agreement or (b) the date this Grant is executed by Grantor (the "Effective Date"). The Term shall terminate at 12:01 a.m. on the date fifty (50) years after the Effective Date, unless earlier terminated as set forth below.

**EFFECTIVE DATE.** This Grant of Easement shall become effective upon any and all necessary approvals of the United States Department of the Interior, Bureau of Indian Affairs and any other government agency(ies) whose approval is a condition precedent to the validity, performance and enforceability of this Grant of Easement, to the extent required under applicable law; *provided*, that the Tribe's consent to such approval is expressly contingent upon execution of the DCA.

**TERMINATION AND REMEDIES FOR FAILURE OF CONDITIONS SUBSEQUENT, AND OTHER ACTS OF DEFAULT.** This Grant shall be subject to termination if SCE commits and fails timely to cure a material breach of any of SCE's obligations under this Grant or the Agreement, including the obligation to make payments to the Tribe in amounts and when due. This Grant also shall be subject to termination, upon two years' notice, if, as of January 1, 2017: (a) SCE has not received all the "Required SCE Regulatory Approvals" (as defined in the DCA), or (b) Morongo Transmission LLC has submitted and pursued with diligence applications for "Required Investor Regulatory Approvals" (as defined in the DCA) but has not received all such approvals. Should this Grant be terminated in accordance with this Section and the effective termination date is not on the first day of the calendar year, SCE shall only be obligated to pay to the Tribe an apportioned amount of the Annual Fee due that partial year, allocated on a pro-rata basis.

**CONSIDERATION.**

As full monetary consideration for this Grant, inclusive of all rentals, fees, real property or personal taxes, special assessments, and other property assessments arising out of SCE's past, present or future use of Tribal lands and the Easements and Rights-of-Way granted hereunder, SCE shall pay directly to the Tribe an annual fee, subject to adjustment, as set forth in the Agreement, such amount to be prorated for any partial calendar year to which payments may be applied. Except for adjustment as provided in the Agreement or Section 3 of this Grant, all payments by SCE pursuant to this Grant shall be non-refundable.

Said payments shall be made either at the main office of the Morongo Band of Mission Indians, located at 12700 Pumarra Road, Banning, CA 92220, or by electronic fund transfer to an account designated by the Tribe, no later than 5:00 p.m. on the Effective Date, and on the first day of the first month of each subsequent calendar year during the Term; *provided, however*, that, notwithstanding the foregoing, the initial payment under this Grant shall not be due until the date specified in the Agreement. Such initial payment hereunder shall cover the period commencing on the first day of the month in which the Effective Date occurs, and shall be in

addition to any monthly Tribal use permit fee that SCE may have paid for the month in which the Effective Date occurs.

**TRIBAL APPROVAL AND WAIVER.** The Tribe has consented in writing to the survey of the Easements and Rights-of-Way to be granted hereunder, has waived in writing the provisions of 25 C.F.R. Part 169.12 and 169.14 concerning the requirement of an appraisal of the value of the Rights-of-Way and other damages, and has consented in writing to the payment of annual installments of the consideration required hereunder for this Grant.

In accordance with the authority vested in Grantor, including without limitation my power set forth in 25 C.F.R. § 1.2 to waive and make exceptions to Grantor's regulations, Grantor hereby specifically waives and makes exceptions to the application of any of the regulations of the Department of the Interior with regard to any provision of this Grant which is inconsistent with any of such regulations, and Grantor finds that this waiver and exception is permitted by law and is in the best interests of the Tribe.

[Signature page, notary blocks and exhibits to be added.]

EXHIBIT A to Federal Grant

## EXHIBIT A

**Right-of-Way 1** (Shown on Exhibit B as the Banning-Bottle-Maraschino and the Bottle-Garnet-Windfarm 115kV electric transmission line circuits)

The first segment of the existing 115kV Transmission Line (South) commences at the SW corner of Section 12, Township 3 South, Range 1 East SBM. Thence proceeds in a Northeasterly direction for approximately 2,200 Feet to a point. Thence proceeding in a Southeasterly direction for approximately 3,000 Feet to the SE corner of said Section 12 also known as the Point of Termination.

The second segment of the existing 115kv Transmission Line (South) commences at point on the West line of Section 14, Township 3 South, Range 2 East SBM, about .5 miles from the North section line of said Section 14. Thence said line continues in a due east direction approximately 0.25 miles, which includes a spur line that goes about 450 feet north in the western half of Section 14 into the Bottle Substation. Thence, said main line continues in a northeasterly direction for about 4,550 Ft to the NE corner of Section 14, Township 3 South, Range 2 East SBM also known as the Point of Termination.

The third segment of the existing 115kv Transmission Line (South) commences near the SW corner of Section 12, Township 3 South, Range 2 East SBM for about 1.0 miles to a point on the East line Section 12 about .50 miles from the North line of said Section 12, also known as the Point of Termination.

Subject to a land survey, the total distance of Right of Way 1 (existing 115kv Transmission Line (South)) is approximately 3.75 miles, with a width of 50 feet and covering an area of approximately 26 acres.

Subject to a land survey, the lands of the Morongo Indian Reservation occupied by Right of Way 1 are within the following named sections, townships, and ranges:

State of California  
San Bernardino Base and Meridian  
Section 12, T. 3 S., R. 1 E.  
Sections 12 and 14, T. 3 S., R. 2 E.

**Right-of-Way 2** (Shown on Exhibit B as the Devers-Banning-Wind Park and the Banning-Zanja 115kV electric transmission line circuits)

The first segment of the existing 115kV Transmission Line (North) commences at a point on the North  $\frac{1}{2}$  of Section 6, Township 3 South, Range 1 East SBM being approximately at the NW corner of the NE $\frac{1}{4}$  of said Section 6. Thence proceeding in a Southeasterly direction for approximately 3,100 Feet to a point on the South line of the NE $\frac{1}{4}$  of said Section 6 approximately .25 miles from the East Section line of said Section 6 also known as the Point of Termination.

## EXHIBIT A

The second segment of the existing 115kv Transmission Line (North) commences at the SE corner of Section 2 and the SW corner of Section 1, Township 3 South, Range 1 East SBM. Thence said line continues in a due east direction approximately 5.0 miles through Sections 2, 4, 6, 8, 9, 10, and 12 of Township 3 South, Range 2 East SBM to the NE corner of Section 12, Township 3 South, Range 2 East SBM, also known as the Point of Termination.

Subject to a land survey, the total distance of the Right of Way 2 (existing 115kv Transmission Line (North)) across the Morongo Reservation is approximately 5.50 miles, with a width of 50 feet and covering an area of approximately 40 acres.

Subject to a land survey, the lands of the Morongo Indian Reservation occupied by Right of Way 2 are within the following named sections, townships, and ranges:

State of California  
San Bernardino Base and Meridian  
Sections 1, 2, 6, and 12 T. 3 S., R. 1 E.  
Sections 2, 4, 6, 8, 9, 10, and 12, T. 3 S., R. 2 E.

**Right-of-Way 3** (Shown on Exhibit B as the Devers-San Bernardino, Devers-Vista No. 1, Devers-Vista No. 2, and Devers-El Casco 220kV electric transmission lines)

The first segment of the existing 220kV ROW corridor on the Morongo Reservation begins at the western edge of the Morongo Reservation at a point adjacent to the north Section line of Section 6, Township 3 South, Range 1 East SBM being approximately at the NW corner of the NE1/4 of said Section 6. Thence, the ROW proceeds in a due east direction for approximately .50 miles to the NE corner of said Section 6, also known as the point of termination.

The second segment of the existing 220kV ROW reenters the reservation at a point being approximately 1.75 miles due north of the intersection of S. San Gorgonio Avenue and the 10 freeway, also known as the SW corner of Section 34, Township 2 South, Range 1 East SBM. The ROW proceeds due east for approximately 0.50 miles before turning and proceeding in a southeast direction for approximately 0.75 miles. During a 0.50 mile portion of this short southeast segment, the existing ROW exits the Morongo reservation, passes through the Robertson's Ready Mix gravel pit, and reenters the Morongo reservation in Section 2, Township 3 South, Range 1 East SBM, being approximately .25 miles from the NW corner of said Section 2. The existing ROW then proceeds due east for approximately 1.50 miles, then turns and proceeds in a southeast direction for approximately 0.50 miles. Finally, the existing ROW proceeds mostly due east for approximately 5.75 miles to the intersection of Rushmore Avenue and Penland Road at the eastern edge of the Morongo reservation, also known as the NE corner of the NE1/4 of Section 12, Township 3 South, Range 2 East SBM.

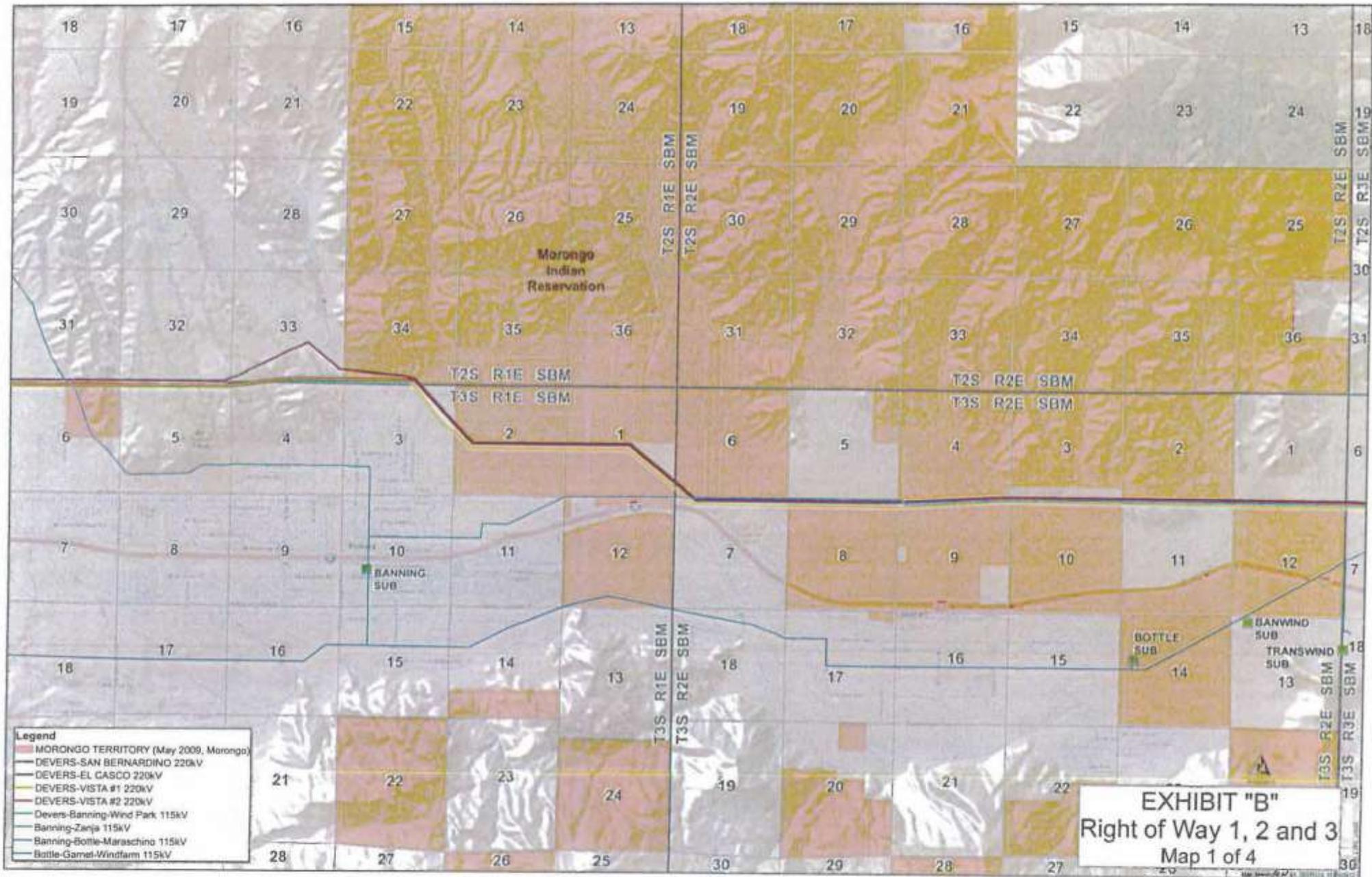
## EXHIBIT A

Subject to a land survey, the total distance of Right of Way 3 (existing 220kv Transmission Lines) is approximately 9.0 miles, with a width ranging between 400 to 450 feet and covering an area of approximately 340 acres.

Subject to a land survey, the lands of the Morongo Indian Reservation occupied by Right of Way 3 are within the following named sections, townships, and ranges:

State of California  
San Bernardino Base and Meridian  
Section 34, T. 2 S., R. 1 E.  
Sections 1, 2, and 6 T. 3 S., R. 1 E.  
Sections 2, 4, 6, 8, 9, 10, and 12, T. 3 S., R. 2 E.

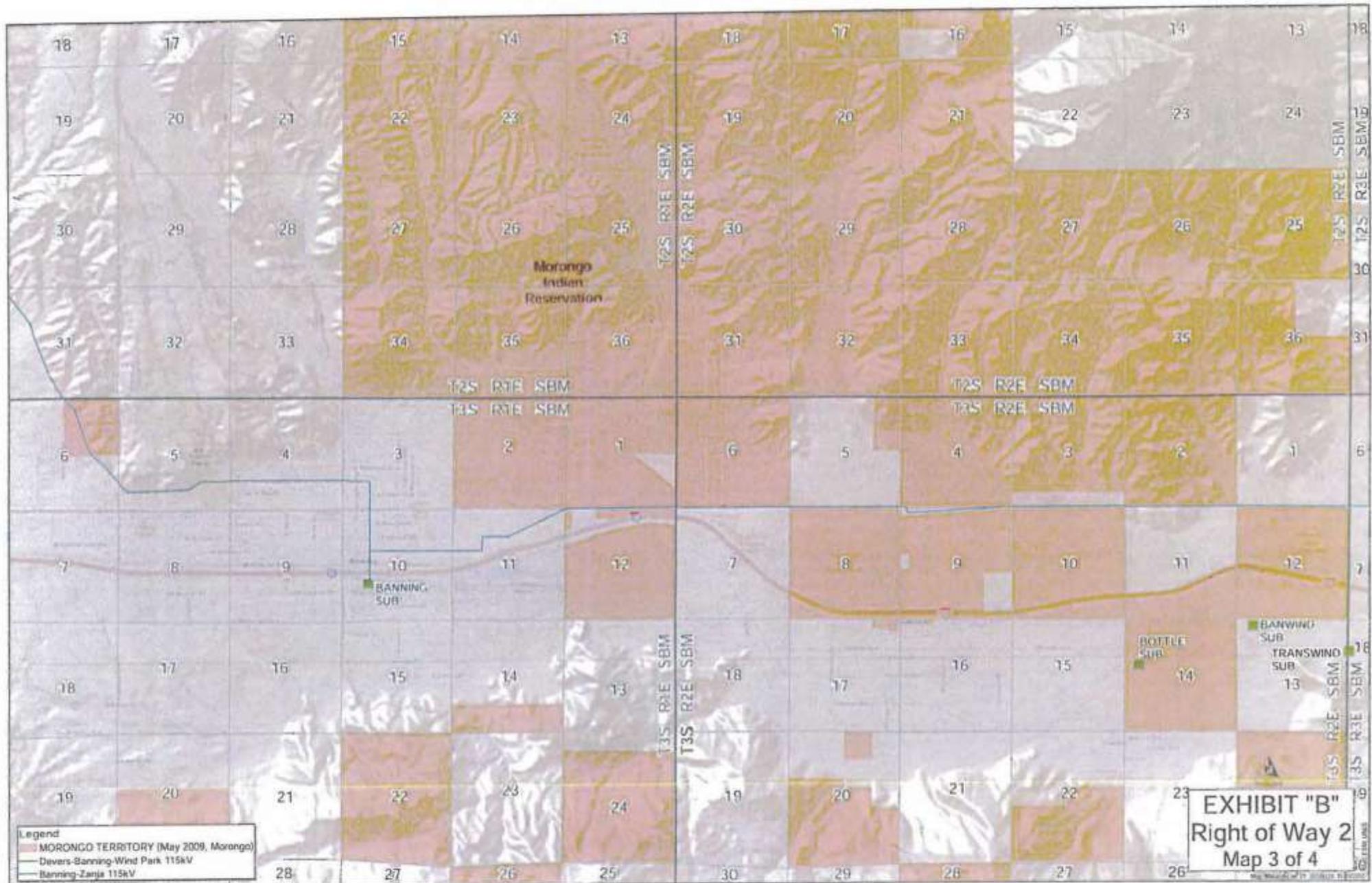
EXHIBIT B to Federal Grant



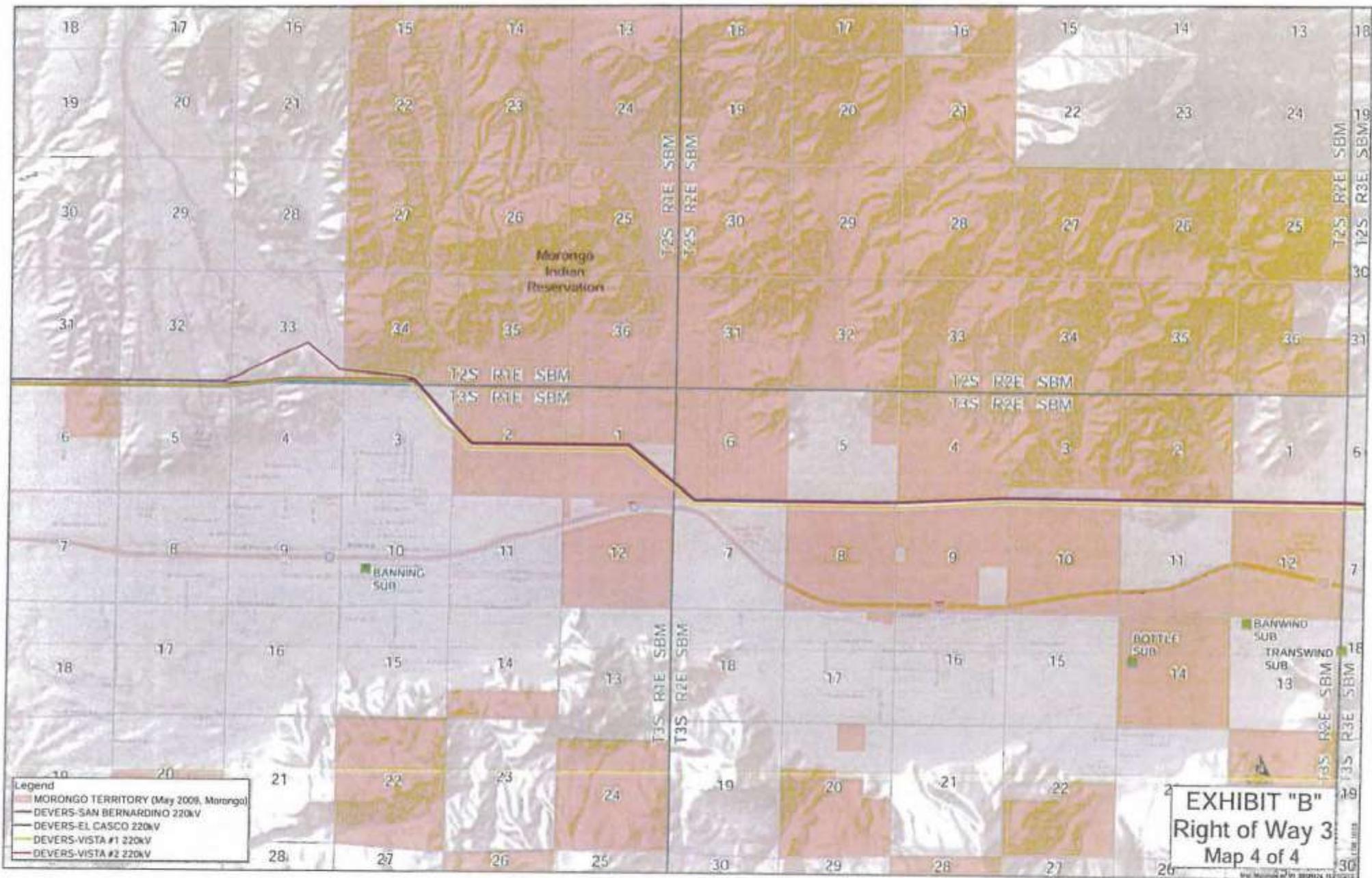
- Legend**
- MORONGO TERRITORY (May 2009, Morongo)
  - DEVERS-SAN BERNARDINO 220kV
  - DEVERS-EL GASCO 220kV
  - DEVERS-VISTA #1 220kV
  - DEVERS-VISTA #2 220kV
  - Devers-Banning-Wind Park 115kV
  - Banning-Zanja 115kV
  - Banning-Bottle-Maraschino 115kV
  - Bottle-Gamet-Windfarm 115kV

**EXHIBIT "B"**  
 Right of Way 1, 2 and 3  
 Map 1 of 4





**EXHIBIT "B"**  
 Right of Way 2  
 Map 3 of 4



- Legend
- MORONGO TERRITORY (May 2009, Morongo)
  - DEVERS-SAN BERNARDINO 220kV
  - DEVERS-EL CASCO 220kV
  - DEVERS-VISTA #1 220kV
  - DEVERS-VISTA #2 220kV

**EXHIBIT "B"**  
 Right of Way 3  
 Map 4 of 4

**EXHIBIT D**

**See attached**

APPENDIX J-3 – ADDITIONAL MATERIALS PROVIDED FOR A COMPLETE RECORD OF PROCEEDINGS

**WEST OF DEVERS UPGRADE**

**DEVELOPMENT AND COORDINATION AGREEMENT**

## DEVELOPMENT AND COORDINATION AGREEMENT

This DEVELOPMENT AND COORDINATION AGREEMENT (“DCA”) is made and entered into as of November 27, 2012 (the “Effective Date”), by and between Southern California Edison Company, a California corporation (“SCE”), and Morongo Transmission LLC, a Delaware limited liability company (“Investor”). Each of SCE and Investor shall be referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, SCE has been developing a transmission project known as the West of Devers Upgrade Project in its service territory (as more fully defined herein, the “Project”), which includes approximately 48 corridor miles of new 220kV transmission lines (as more fully defined herein, the “Subject Facilities”);

WHEREAS, SCE and the Morongo Band of Mission Indians (“Morongo”), the federally-recognized American Indian Tribe exercising jurisdiction over lands within the boundaries of the Morongo Indian Reservation (“Reservation”), are in discussions regarding Morongo’s consent to the Grant pursuant to 25 U.S.C. Section 323 of rights-of-way for SCE transmission facilities crossing the Reservation (as more fully described herein, “ROW Grant”), including the facilities associated with the Project, and the Agreement Related to the Grant of Easements and Rights-of-Way for Electric Transmission Lines and Appurtenant Fiber-Optic Telecommunications Lines and Access Roads on and Across Lands of the Morongo Indian Reservation between SCE and Morongo entered into as of the Effective Date (the “ROW Agreement,” and together with the ROW Grant, the “ROW Documents”); and

WHEREAS, Investor is owned by Morongo and Coachella Partners, LLC, and as a condition of Morongo agreeing to consent to the ROW Grant and enter into the ROW Agreement, Morongo is requiring SCE and Investor to enter into an option (as more fully described herein, the “Option”) to lease a portion of the Transfer Capability (as defined below) in the Subject Facilities;

NOW THEREFORE, and in consideration of the foregoing, and of the mutual **promises**, covenants and conditions set forth herein, and other good and valuable **consideration**, the **Parties** hereto, intending to be legally bound by the terms and conditions set forth in this DCA, **hereby** agree, subject to the terms and conditions of this DCA, as **follows**:

### ARTICLE I. DEFINITIONS; RULES OF INTERPRETATION

Section 1.1 Definitions. As used in this DCA, the following terms shall have **the** following meanings unless otherwise stated or the context otherwise **requires**:

“AFUDC” refers to an Allowance for Funds Used During Construction, recognizing **the** cost to SCE of financing the development, design, permitting, engineering, procurement, **and** construction of the Subject Facilities. AFUDC does not apply to CWIP in Ratebase.

“Applicable Portion of Property Taxes” means, for any period after the COD, (a) if the Property Taxes on the Subject Facilities are assessed against SCE and no Property Taxes are assessed on the Transfer Capability against Investor, the aggregate amount of any such Property Taxes in such period multiplied by the Investor Percentage Interest for such period, and (b) if the Property Taxes on the Subject Facilities are assessed against both SCE and Investor, the aggregate amount of such Property Taxes that are directly attributable to Investor’s Transfer Capability in such period.

“Applicable Reliability Standard” means reliability standards established by the WECC and reliability standards approved by FERC under Section 215 of the Federal Power Act to provide for reliable operation of the bulk power **system or, if the WECC and FERC no longer have such standards, reliability standards promulgated by any federal or state agency exercising valid jurisdiction over the Subject Facilities.**

“Arbitrator” has the meaning set forth in Section 10.2 (Management Negotiations) hereof.

“Balancing Authority” means the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.

“Balancing Authority Area” means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

“Business Day” means any day except Saturday, Sunday or a weekday on **which** commercial banks in New York City, New York or Los Angeles, California are required or authorized to be closed.

“CAISO” means the California Independent System Operator Corporation or its successors.

“CAISO Agreements” means the electric tariff at any time filed with FERC by **the** CAISO (or any successor System Operator) and any other applicable CAISO (or any successor System Operator) agreements, tariffs, manuals, protocols or rules **setting** forth the rights and obligations of Persons with respect to the CAISO (or any successor System Operator) controlled grid, or **any** successor electric tariff at any time filed with FERC setting forth the rights and obligations **of** Persons with respect to SCE’s transmission **system.**

“CAISO Eligible Customer” means an “Eligible **Customer**” as defined in the **CAISO** Agreements or any other successor customer who is eligible to obtain transmission **service** pursuant to the **CAISO Agreements.**

**“Commercial Operation Date”** and **“COD”** means the date on which the Project **begins full** commercial operation and Operational Control of the Project has been transferred to and accepted by the CAISO (or any successor System Operator) in accordance with the terms of the CAISO Agreements. For the avoidance of doubt, the Project shall not be deemed to have achieved COD for purposes of this DCA unless and until its commercial operations are of sufficient scope so that, assuming Investor has all requisite approvals as detailed in this DCA and Investor has validly exercised and closed its Option, Investor would be eligible to begin collecting the full amount of its FERC-approved revenue requirement from the CAISO (or any successor System Operator) for the Subject Facilities.

**“Costs of Transfer Capability”** means 101% of the sum of the Prepaid Rent plus all reasonably incurred project costs; development costs; regulatory costs; transactional costs; sales, use or excise tax costs; and Financing Costs incurred by Investor allocated to Investor’s Transfer Capability. For purposes of clarity, the extra one percent is intended to account for, among other costs, the ordinary and customary lenders’ fees that SCE would have incurred if it held Investor’s Transfer Capability.

**“CPUC”** means the California Public Utilities **Commission**.

**“CWIP in Ratebase”** means the portion of the investment that qualifies for current return and therefore does not accrue AFUDC.

**“DCA”** has the meaning set forth in the introductory paragraph hereto.

**“Effective Date”** has the meaning set forth in the **introductory** paragraph hereto.

**“Event of Default”** has the meaning set forth in Section 9.1 (Events of Default) hereof.

**“FERC”** means the Federal Energy Regulatory **Commission or any successor federal agency**.

**“Financing Costs”** means (a) with respect to any bridge financing that Investor may consummate prior to the term financing that Investor will consummate for the final acquisition of Investor’s Transfer Capability, all reasonable and customary financing costs, including without limitation, lenders’ fees, consultants’ fees (for Investor, its members and its lenders), lawyers’ fees (for Investor, its members and its lenders), and interest associated with such bridge financing, and (b) with respect to the term financing that Investor will consummate for the final acquisition of its Transfer Capability, all reasonable and customary consultants’ fees (for Investor, its members and its lenders), lawyers’ fees (for Investor, its members and its lenders), and capitalized interest charged prior to commencement of rate recovery, and excluding any lenders’ fees and any amounts set aside for reserve accounts.

**“Force Majeure”** means an event or circumstance that prevents one Party **from** performing its obligations hereunder, which event or **circumstance** was not foreseen **or** reasonably foreseeable as of **the** date this DCA is entered into, which is not within the control of or the result of the

**negligence of** the affected Party, and which, by the exercise of due diligence, the Party is unable to mitigate or avoid or cause to be avoided, including but not limited to (but only to the extent that **the** following examples satisfy such definition) (a) acts of God, such as droughts, **floods**, earthquakes, and pestilence, (b) fires, explosions, and accidents, (c) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism and sabotage, blockades, and embargoes, (d) storms and other climatic and weather conditions that are abnormally severe for the period of time when, and in the area where, such storms or conditions occur, **including** typhoons, hurricanes, tornadoes and lightning, (e) strikes or other labor disturbances, (f) changes in permits from Governmental Authorities or the conditions imposed **thereunder or** the failure of a Governmental Authority to issue, modify, amend or renew such permits not due to the failure of the affected Party to timely submit and diligently pursue applications, and (g) the enactment, adoption, promulgation, modification, or repeal after the date hereof of any applicable law. Notwithstanding the foregoing, under no circumstance shall an event of **Force Majeure** be based on (i) changes in market conditions or the economic health of a Party, (ii) **the** failure of an affected Party to timely seek issuance, modification, amendment or extension of any permits, approvals, or other required action from any Governmental Authority, (iii) any action or inaction by the board of directors, members or managers of a Party to **the** extent that such Party is seeking to excuse its failure to perform as an event of **Force Majeure**, (iv) any failure to make **payments or otherwise meet monetary obligations when or in amounts due**, (v) **any breach by an affected Party of its obligations hereunder, and/or (vi) any unexcused or uncured default or breach by SCE of the terms of the ROW Documents.**

**“Good Utility Practice”** means (a) any of the practices, methods and acts engaged in **or** approved by a significant portion of the electric utility industry during the relevant time period, (b) any Applicable Reliability Standard, and/or (c) any of the practices, methods and acts which, in the exercise of reasonable judgment in **light** of the facts known at the time the decision was made, could have been expected to **accomplish** the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not limited to the optimum practice, method, or act to the exclusion of all others, but rather to the acceptable practices, methods, or acts **generally** accepted in the region, including those practices required by Section 215(a)(3) of the **Federal Power Act**.

**“Governmental Authority”** means any federal, state, local, territorial or **municipal** government and any department, commission, board, bureau, agency, instrumentality, judicial or administrative body thereof.

**“Investor Percentage Interest”** means Investor’s percentage interest in the Transfer Capability of the Subject Facilities, as determined pursuant to Section 4.2.1 (Investor Percentage Interest) hereof.

**“Investor”** has the meaning set forth in the introductory paragraph hereto.

“JAMS” has the meaning set forth in Section 10.3.1 (Arbitrator) hereof.

“Morongo” has the meaning set forth in the recitals hereto.

“Operational Control” means the rights **of the Balancing Authority** to direct **the** operation of transmission facilities and other electric plants in the Balancing Authority Area affecting **the** reliability of those facilities for the purpose of affording comparable, **non-discriminatory** transmission access and meeting Applicable Reliability **Standards**.

“Option” has the meaning set forth in Section 4.2 (Option to Lease Transfer Capability) **hereof**.

“Parties” and “Party” have the meanings set forth in the introductory paragraph **hereto**.

“Person” means any individual, corporation, partnership, limited liability **company, joint** venture, trust, unincorporated organization or Governmental **Authority**.

“Personal Property” means any and all electrical equipment, fixtures or other facilities and personal property associated with the Subject Facilities which does not constitute real property or improvements.

“Personal Property Taxes” means all taxes, assessments, license fees and other charges that are levied and assessed during the Term against Personal Property.

“Prepaid Rent” has the meaning set forth in Section 4.2.1 (Investor Percentage Interest) **hereof**.

“Project” has the meaning set forth in Exhibit A hereto.

“Property Taxes” means all Real Property Taxes and all Personal Property Taxes (without duplication).

“PTO” means a PTO or Participating Transmission Owner as defined in the CAISO **Agreements**.

“Real Property Taxes” means all real property general and special taxes and assessments levied and assessed against the land and improvements associated with the Subject Facilities, including without limitation real property assessments and taxes, water and sewer and other similar governmental charges levied upon or attributable to the Subject Facilities, assessments or charges levied upon or assessed against the Subject Facilities by any redevelopment agency, and any tax upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Subject Facilities or any portion thereof.

“Referral Date” has the meaning set forth in Section 10.2 (Management Negotiations) hereof.

“Required Investor Regulatory Approvals” means approvals from each **Governmental** Authority with authority over Investor’s leasehold interests or entitlements in the **Subject Facilities**,

including FERC, necessary for Investor to close the exercise of its Option, or to lease and finance its leasehold interest in the Subject Facilities, other than those approvals that would not have a **material** adverse effect on the exercise of the Option, leasing or financing of Investor's leasehold **interest** in the Subject Facilities if not obtained.

**“Required Regulatory Approvals”** means the Required Investor Regulatory **Approvals** and the Required SCE Regulatory **Approvals**.

**“Required SCE Regulatory Approvals”** means approvals from each **Governmental** Authority with authority over the Project, including the CPUC and FERC, necessary for SCE to consummate the transactions contemplated **hereunder, or to** develop, design, engineer, procure, construct, commission, own, operate, maintain and **finance** the Project, other than (a) those approvals that are not subject to the discretionary action of the applicable agency, and **otherwise** can be obtained in the ordinary course of business, and (b) those approvals that would not have a material adverse effect on the development, design, engineering, **procurement, construction,** commissioning, ownership, operation, maintenance or financing **of the** Project if not **obtained**.

**“ROW Agreement”** has the meaning set forth in the recitals hereto.

**“ROW Documents”** has the meaning set forth in the recitals hereto.

**“ROW Grant”** means the United States Department of the Interior's Grant of Easements and Rights-of-Way for Electric Transmission Lines and Appurtenant Fiber-Optic Telecommunications Lines and Access Roads On and Across Lands of the Morongo Indian Reservation pursuant to 25 U.S.C. Section 323 to which Morongo has consented **as of the Effective Date**.

**“SCE”** has the meaning set forth in the introductory paragraph **hereto**.

**“SCE Representative Rate”** has the meaning set forth in Section 5.4.2 (Capital Requirements) hereof.

**“Share of O&M Costs”** means the Lessee Share of O&M Costs as defined in the Transfer Capability Lease.

**“Subject Facilities”** has the meaning set forth in Exhibit A hereto.

**“System Operator”** means (a) the CAISO, (b) if SCE is no longer a member of the CAISO, the successor regional transmission entity, if any, that has Operational Control over SCE's transmission system and provides transmission service under rates, terms and conditions regulated by FERC pursuant to Section 205 of the Federal Power Act or any successor federal statute, or (c) if SCE is no longer a member of the CAISO or any such successor regional transmission entity, SCE.

“Target COD” means the target Commercial Operation Date, which as of the **Effective** Date is projected to be between March of 2019 and March of 2020, subject to modification by SCE.

“Target Construction Date” means the target date of commencement of construction of the Project, which as of the Effective Date is projected to be in March of 2016, subject to modification by SCE.

“Term” has the meaning set forth in Section 2.1 (Term) hereof.

“Total Actual Costs” means the total costs incurred by SCE to develop, design, permit, engineer, procure, construct, and commission the Subject Facilities, including AFUDC and post-construction mitigation measures, where applicable. For the avoidance of doubt, Total Actual Costs shall not include any fees payable by SCE to Morongo pursuant to the ROW Grant.

“Transfer Capability” means the maximum amount of power (in mega-watts) that can be **transferred** over part, or all, of the Subject Facilities in a reliable manner while meeting all of a specific set of **defined** pre-contingency and post-contingency system configurations and conditions in accordance with WECC standards and Good Utility Practices. Subject to Section 4.3.4 of the Transfer Capability Lease, the holder or lessee of Transfer Capability that is under the Operational **Control** of the CAISO (or any successor System Operator) for the benefit of and made available to CAISO Eligible Customers, is entitled **to** all associated rights and revenues from use of the Transfer Capability as defined (or subsequently defined) by the CAISO **Agreements, or, in the absence of any such CAISO Agreements, all associated rights and revenues from use of the Transfer Capability, as defined (or subsequently defined) by the System Operator. Such holder or lessee shall not have any right or preference to transfer power over the Subject Facilities, or to interconnect with the Subject Facilities, by reason of holding or leasing Transfer Capability.**

“Transfer Capability Lease” means the lease by SCE to Investor of a portion of the Subject Facilities’ Transfer Capability in the form attached hereto as Exhibit B.

“Useful Life of the Project” means the period during which the Project can provide **or is** capable of providing transmission **service, which SCE currently estimates to be approximately fifty-seven (57) years.**

“WECC” means the Western Electricity Coordinating Council.

Section 1.2 Rules of Interpretation. Unless otherwise provided herein or the **context** otherwise requires, and to the extent consistent with the Parties’ original intent **hereunder:** (a) words denoting the singular include the plural and vice versa; (b) words denoting a **gender** include both genders; (c) references to a particular part, clause, section, paragraph, article, **party,** exhibit, schedule or other attachment shall be a reference to, a part, clause, section, paragraph, **or** article of, or a party, exhibit, schedule or other attachment to the document in which **the**

reference is contained; (d) a reference to any statute or regulation includes all statutes or regulations varying, consolidating or replacing the same from time to time, and a reference to a statute includes all regulations issued or otherwise applicable under that statute to the **extent** consistent with the Parties' original intent hereunder; (e) a reference to a particular **section**, paragraph or other part of a particular statute shall be deemed to be a reference to any **other** section, paragraph or other part substituted therefore from time to time; (f) a definition of or reference to any document, instrument or agreement includes any amendment or supplement to, **or** restatement, replacement, modification or novation of, any such document, instrument **or** agreement; (g) a reference to any person includes such person's successors and permitted **assigns** in that designated capacity; (h) any reference to "days" shall mean calendar days unless **Business** Days are expressly specified; and (i) examples shall not be construed to limit, expressly or **by** implication, the matter they illustrate.

## **ARTICLE II. TERM; OTHER AGREEMENTS**

**Section 2.1** Term. The "Term" of this DCA shall commence on the Effective **Date** and shall end (a) upon the expiration of the Option if such Option has not been exercised, (b) upon the date that the Parties enter into the Transfer Capability Lease, (c) on the effective date of a written agreement by both Parties that **explicitly** supersedes in its entirety or otherwise terminates this DCA, or (d) as otherwise provided **for herein**. **The Transfer Capability Lease shall supersede this DCA in all respects and, upon the execution of the Transfer Capability Lease by SCE and Investor (or Investor's permitted designee as provided under Section 12.2.1 (Assignment)), this DCA shall be of no further force or effect.**

**Section 2.2** Subsequent Agreements. If Investor exercises its Option, then upon the closing of the Option, the Parties shall enter into the form of Transfer Capability Lease attached hereto as Exhibit B, and any estoppels and other acknowledgements of the foregoing as a Party's lenders may reasonably request. If a Party's lenders seek clarifications, amendments or modifications of this **DCA or of the proposed Transfer Capability Lease**, the Parties will exercise good faith efforts to accommodate such requests **provided** that no Party is hereby committing itself to any such clarification, amendment or **modification** of this DCA or of the proposed Transfer Capability Lease which, in such Party's reasonable discretion, would impair or interfere with the benefits that a Party expects to derive from its participation in the Project.

## **ARTICLE III. RESPONSIBILITY FOR DEVELOPMENT, CONSTRUCTION AND OPERATION OF PROJECT**

**Section 3.1** Responsibility for Development and Construction of the Project. SCE shall be solely responsible for the development, design, permitting, engineering, **procurement**, construction, and commissioning of the Project, and shall use commercially reasonable efforts to do within the timeline provided to Investor concurrent with the execution of this DCA. SCE shall provide Investor with an update to such timeline within ten (10) days of the end of each

calendar year during the Term, and SCE agrees to timely respond to reasonable requests from Investor for more frequent updates during licensing and to provide quarterly updates during construction of the Project. SCE shall bear all costs for development, **construction, and commissioning of** the Project, until such time as Investor has exercised and closed its Option. **SCE's activities** and responsibilities for the Project shall include the acquisition of permits and land **rights** necessary to construct the Project, which shall be done in **SCE's** name and at **SCE's** expense. SCE and Investor shall cooperate in good faith in all activities **reasonably** necessary for SCE to complete construction and to achieve commercial operation of **the** Project by the Target COD.

Section 3.2 Performance Standards. SCE shall use commercially reasonable efforts to achieve the following objectives:

- (a) to minimize capital costs of the **Project**;
- (b) to minimize operational expenses of the **Project**;
- (c) to maximize the Useful Life of the Project;
- (d) not to exceed the budgets for the Project, subject to modification by SCE;
- (e) to begin construction of the Project on or before the Target Construction Date; and
- (f) to complete construction of the **Project** on or before the Target COD.

The Parties acknowledge that certain of the foregoing objectives may not always be compatible with each other and that, to comply with its obligations under this Section 3.2, SCE may be required to use commercially reasonable efforts to balance the various objectives.

Section 3.3 Project Documents. **SCE** shall ensure (including using its power of condemnation/eminent domain, if necessary) that any easements, rights-of-way, and other land rights, procurement contracts, engineering contracts, construction contracts, and other project documents associated with the Project do not prohibit the exercise and closing of the Option by Investor on the terms set forth in this DCA.

## **ARTICLE IV. OWNERSHIP AND OPTION**

Section 4.1 SCE's Ownership. SCE shall own 100% of the ownership interests and, except to the extent that Investor has exercised and closed the Option, 100% of the Transfer Capability, in the Subject Facilities. To the extent that Investor has exercised and closed the Option, Investor shall have the right to lease a portion of the Transfer Capability in the Subject Facilities pursuant to the Transfer Capability Lease, but shall not be entitled to any ownership interest in the Subject Facilities.

Section 4.2 Option to Lease Transfer Capability. Subject to Section 4.3 (Conditions to Closing of Option) hereof, Investor shall have the option to lease Transfer Capability in the Subject Facilities pursuant to the Transfer Capability Lease as follows (the "Option"):

Section 4.2.1 Investor Percentage Interest. Investor shall have the option to lease from SCE and, upon Investor's exercise of such option, SCE shall have the obligation to lease to Investor, on the terms and conditions set forth in the Transfer Capability Lease, a percentage, as calculated in accordance with this Section, of the Transfer Capability on the Subject Facilities for thirty (30) years. Pursuant to Section 4.2.4 (Responsibility for Financing and Securing Recovery of Prepaid Rent) hereof, Investor shall make a prepaid rent payment for the Transfer Capability in an amount determined in Investor's sole discretion of up to \$400,000,000 (the "Prepaid Rent"), and the Investor Percentage Interest of the Transfer Capability shall be determined by the following formula: (Amount of Prepaid Rent payment/Total Actual Costs) times 100, subject to adjustment as set forth in the Transfer Capability Lease.

Section 4.2.2 Exercise of Option. SCE shall give Investor (a) written notice of the Target COD at least one hundred twenty (120) days in advance of SCE's best estimate of the Target COD and (b) written notice of the COD at least thirty (30) days in advance of the COD (if SCE's best estimate of the Target COD or COD changes after any such notice, SCE will promptly give written notice to Investor of the revised estimate of the Target COD or COD, as applicable ("Revised Estimate"), and shall repeat this process as many times as applicable if the Revised Estimate(s) change(s)). SCE's notices shall include an estimate of the Total Actual Costs. Subject to Section 4.3 (Conditions to Closing of Option) hereof, Investor may exercise the Option by delivering written notice to SCE no earlier than the first notice delivered by SCE pursuant to clause (a) above, and no later than the later of (i) the COD and (ii) the date ten (10) Business Days after the last Revised Estimate. Such notice shall specify the amount of the Prepaid Rent payment Investor elects to make under the Transfer Capability Lease. If SCE has timely given Investor the required notices described in this paragraph, the Option will expire if Investor fails to exercise its Option by the COD.

Section 4.2.3 Closing of Option. The lease of Transfer Capability pursuant to the Transfer Capability Lease shall occur as soon as reasonably practical, but no earlier than COD and no later than sixty (60) days following Investor's valid exercise of the Option. SCE and Investor shall execute, acknowledge and deliver the Transfer Capability Lease and any and all other documents reasonably necessary to lease such Transfer Capability and otherwise carry out the terms and conditions of this DCA. **Upon** closing of the lease of the Transfer Capability pursuant to the Transfer Capability Lease, **Investor** shall pay to SCE the Prepaid Rent. Closing of the Option may be accomplished through use of an **escrow** arrangement as mutually agreed by the **Parties, and, in the event that Investor's lenders require an escrow arrangement, upon whatever escrow terms are reasonably requested by such lenders.**

Section 4.2.4 Responsibility for Financing and Securing Recovery of Prepaid Rent. Investor shall be **responsible for** obtaining its own financing for the Prepaid Rent, and SCE has no obligation to **provide** or guarantee financing to Investor if Investor is unable to secure any part of its **financing**. **For the avoidance of doubt, Investor shall request, in its initial filings for Investor Regulatory Approvals, and SCE shall support, through timely intervention and active participation in any proceeding relating to or affecting Investor's rates, that FERC order that the full amount of Investor's Prepaid Rent be recoverable through its cost recovery methodology pursuant to Section 5.4 (Investor's Cost Recovery Methodology) hereof, and that any adjustment ordered by FERC to the amount of Total Actual Costs that may be recovered through transmission rates come from SCE's interest in the Subject Facilities.**

Section 4.3 Conditions to Closing of Option. The Parties **acknowledge** and agree that the closing of the Option and the lease of Transfer Capability pursuant to the Transfer Capability Lease are expressly contingent upon and subject to the fulfillment of the following conditions on or prior to the closing of the Option:

Section 4.3.1 Receipt of Required SCE Regulatory Approvals. SCE shall have received all Required SCE Regulatory Approvals including, without limitation (a) a final, nonappealable order by the CPUC approving the Transfer Capability Lease under Section 851 of the **California Public Utilities Code** or otherwise, and (b) a final, nonappealable order by FERC approving **this** transaction under the Federal Power Act and **SCE's** rate methodologies to account **for** Investor's lease of Transfer Capability in the Subject Facilities, in each case, in form and **substance acceptable** to SCE, in SCE's **sole** discretion;

Section 4.3.2 Receipt of Required Investor Regulatory Approvals. Investor shall have received all Required Investor Regulatory Approvals including, without limitation, a final, nonappealable order by FERC approving Investor's rate methodologies for the recovery of costs associated with the Transfer Capability Lease, including any incentive rate treatment Investor may seek, in each case, in form and substance acceptable to Investor, in Investor's sole discretion, subject to the requirements of Sections 5.3 (Regulation of Investor's Rates) and 5.4 (Investor's Cost Recovery Methodology) hereof;

Section 4.3.3 Transfer of Operational Control to CAISO. CAISO shall have approved Investor becoming a PTO, and Investor shall have agreed to turn over to CAISO Operational Control of its Transfer Capability in the Subject Facilities no later than the effective date of the Lease; and

Section 4.3.4 Continued Effectiveness of ROW Documents. The United States Department of the Interior shall have granted the rights-of-way under the ROW Grant, Morongo shall have performed in all material respects its agreements and obligations contained in the ROW Agreement, and the ROW Documents shall remain in full force and effect.

Each Party shall provide such evidence of the fulfillment of the foregoing conditions as may reasonably be requested by the other Party.

## **ARTICLE V. REGULATORY APPROVALS**

Section 5.1 SCE Regulatory Approvals. SCE shall be responsible **for** obtaining the Required SCE Regulatory Approvals and shall use commercially reasonable efforts to do so. Investor agrees to cooperate **in** good faith with and assist SCE in obtaining the Required SCE Regulatory Approvals. SCE shall diligently and timely (a) file an application to the CPUC for approval of the Transfer Capability Lease, (b) file a petition with FERC seeking a declaratory order approving its rate methodologies for the recovery of costs associated with the Project, or such other petition(s) as may be appropriate to obtain Required SCE Regulatory Approvals from FERC related to the Project, and (c) file a petition with FERC seeking a declaratory order approving this transaction under the Federal Power Act and **SCE's** rate methodologies to account **for the Transfer Capability Lease**.

Section 5.2 Investor Regulatory Approvals. Investor shall be responsible **for** obtaining the Required Investor Regulatory Approvals and shall use commercially reasonable efforts to do so. SCE agrees to cooperate **in** good faith with and assist Investor in obtaining the Required Investor Regulatory Approvals; provided, however, that SCE shall not be responsible to guarantee or financially support Investor's cost recovery. Investor shall diligently and timely (a) subject to Sections 5.3 (Regulation of Investor's Rates) and 5.4 (Investor's Cost Recovery Methodology) hereof, file a petition with FERC seeking a declaratory order approving its rate methodologies for the recovery of costs associated with the Transfer Capability Lease, including any incentive rate treatment Investor may seek, and (b) begin the process of becoming a PTO with CAISO.

Section 5.3 Regulation of Investor's Rates. Investor's Transfer Capability under the Transfer Capability Lease shall be provided for the benefit of and made available to CAISO Eligible Customers (or similarly situated customers of the successor System Operator in the event the CAISO is no longer the System Operator) at rates, terms and conditions deemed just and reasonable and not unduly discriminatory by FERC pursuant to Section 205 of the Federal Power Act.

Section 5.4 Investor's Cost Recovery Methodology. Investor shall seek, and SCE shall support, through timely intervention and active participation in any proceeding relating to or affecting Investor's rates, a cost recovery methodology from FERC that provides cost recovery to Investor limited to the recovery of the following transmission costs. For the avoidance of doubt, Investor shall be entitled to, and SCE shall support, rate recovery for capital costs that is not affected by any percentage reduction in its Transfer Capability associated with SCE's funding of renewals, replacements or upgrades to all or any portion of the Subject Facilities pursuant to the Transfer Capability Lease or otherwise.

Section 5.4.1 Operating Costs. Investor shall seek, and SCE shall support, through timely intervention and active participation in any proceeding relating to or affecting Investor's rates, recovery of its Share of O&M Costs incurred by Investor under the Transfer Capability Lease, and its ratable share of all other reasonably and prudently incurred costs for operation and maintenance of the Subject Facilities under the Transfer Capability Lease on an annual formulaic basis, including administrative and general activities, general and common plant, non-capitalized land lease costs (and any sales, use, and excise tax) and the Applicable Portion of Property Taxes directly attributable to Investor's Transfer Capability on the Subject Facilities as recorded in FERC accounts, including but not limited to the following accounts: 408.1, 560-573, 908, and 920-935 under the FERC Uniform System of Accounts.

Section 5.4.2 Capital Requirements. Investor shall seek, and SCE shall support, through timely intervention and active participation in any proceeding relating to or affecting Investor's rates, recovery for all other costs associated with the Transfer Capability Lease at a fixed rate that provides for recovery of Investor's costs but does not exceed the rate SCE could recover at the time of COD if SCE held Investor's Transfer Capability (the "SCE Representative Rate"). This fixed rate is intended to cover all costs associated with the Transfer Capability Lease (other than the operating costs described in Section 5.4.1 (Operating Costs) hereof) including Prepaid Rent (including capitalized property taxes) and other costs of Transfer Capability, debt service, capitalized interest, liquidity reserves, taxes (excluding the Applicable Portion of Property Taxes and the sales, use, or excise taxes which are included in Investor's Share of O&M Costs and the operating costs addressed by Section 5.4.1 (Operating Costs) hereof), charitable contributions, and any and all other costs.

(a) For purposes of determining the SCE Representative Rate, the Parties agree to use the model attached hereto as Exhibit C. The model calculates a theoretical revenue requirement for the Useful Life of the Project as if SCE held Investor's Transfer Capability, discounts that revenue requirement to a thirty (30) year period, and calculates an annual levelized SCE Representative Rate over that thirty (30) year period.

(1) The example model attached hereto as Exhibit C calculates the SCE Representative Rate using the following inputs: (a) SCE's capital structure fixed at 50% equity and 50% debt, (b) authorized return on equity for SCE's FERC-jurisdictional transmission assets of 10.43%, (c) SCE's state income tax rate of 8.84% and federal income tax rate of 35.00%, (d) SCE's estimated debt rate, which is the average of a five-day average of each of Moody's A 30-year Utility Bond Index and Moody's Baa 30-year Utility Bond Index equal to 4.14%, (e) Costs of Transfer Capability equal to \$414,100,000 and (f) AFUDC equal to \$0.

(2) The final model used to calculate the SCE Representative Rate shall use the following inputs: (a) SCE's capital structure fixed at 50% equity and 50% debt, (b) SCE's authorized return on equity for its FERC-jurisdictional transmission assets as of the effective date of the Transfer Capability Lease, (c) SCE's state income tax rate and federal income tax rate as of the effective

date of the Transfer Capability Lease, (d) SCE's estimated debt rate, which is the average of the five-day average of each of Moody's A 30-year Utility Bond Index and Moody's Baa 30-year Utility Bond Index as set forth in the Bloomberg LLC system, mnemonics MMODUA and MOODUBAA as of the effective date of the Transfer Capability Lease, (e) the actual Costs of Transfer Capability, and (f) the portion of the actual Costs of Transfer Capability that is SCE's actual AFUDC, if any. After such calculation, these inputs shall not be reset at any time in determining the SCE Representative Rate.

(b) At the time Investor files its initial application seeking FERC approval of its annual fixed rate methodology for recovery of the costs described in this Section 5.4.2, Investor shall demonstrate to FERC that its proposed rate methodology (including any of the adjustments described under Section 8.3 of the Transfer Capability Lease) results in an annual fixed rate that does not exceed the SCE Representative Rate (which also shall include any adjustments described under Section 8.3).

(c) At such time as Investor consummates the debt financing transaction for the Lease, and at such time as Investor submits its compliance filing to FERC showing its actual rates based on the FERC-approved annual fixed rate methodology, Investor shall demonstrate to FERC that its FERC-approved annual fixed rate for recovery of the costs described in this Section 5.4.2 (excluding any of the adjustments described under Section 8.3 of the Transfer Capability Lease) does not exceed the SCE Representative Rate (which does not include any of the adjustments described under Section 8.3 of the Transfer Capability Lease).

(d) In the event Investor is not able to demonstrate to the FERC that its fixed annual rate (excluding any of the adjustments described under Section 8.3 of the Transfer Capability Lease) does not exceed the SCE Representative Rate (which also does not include any of the adjustments described under Section 8.3), then Investor agrees to limit or cap its fixed annual rate (excluding any of the adjustments described under Section 8.3) to equal the SCE Representative Rate (which also does not include any of the adjustments described under Section 8.3).

Section 5.4.3 Waiver of Section 205/206 Rights. Except to the extent a change in law, rule, or regulation results in any new taxes, income taxes, Property Taxes, fees or other charges being levied by a Governmental Authority, to the fullest extent permitted by applicable law, Investor, for itself and its successors and assigns, shall waive any rights it can or may have, now or in the future, whether under Sections 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and Investor covenants and agrees not at any time to seek to so obtain, an order from FERC changing the FERC-approved fixed rate for recovery of the costs described in Section 5.4.2 (Capital Requirements) hereof. For the avoidance of doubt, to the extent a change in law, rule, or regulation results in any new taxes, income taxes, property taxes, fees or other charges being levied by a Governmental Authority, Investor may seek approval for inclusion in its rates

an allowance to recover any such new taxes, income taxes, Property Taxes, fees or other charges. SCE shall fully support, through timely intervention and active participation in any proceeding relating to or affecting Investor's rates, Investor's recovery and implementation of rates conforming to the provisions of this DCA in accordance with Section 205 of the Federal Power Act and orders issued by FERC thereunder in order that Investor may acquire, finance, operate and maintain its leasehold interest in the Subject Facilities. SCE acknowledges that among other things, Investor will seek recovery of and SCE will support Investor as a PTO seeking to recover from CAISO Eligible Customers in its transmission revenue requirement for the Subject Facilities (a) all prudently incurred pre-commercial operations costs in current rates, (b) all costs of abandoned facilities, provided such abandonment is due to factors beyond Investor's control, and (c) all capital requirements as described in Section 5.4.2 (Capital Requirements) hereof. SCE's support shall include providing FERC with assurances that all costs sought to be recovered by Investor through its rates that were originally incurred by SCE were prudently incurred.

## **ARTICLE VI. MANAGEMENT OVERSIGHT AND COMMITTEE STRUCTURE**

Section 6.1 Meetings of the Parties. The Parties shall hold regularly **scheduled meetings** (no less frequently than quarterly prior to COD) for the **purpose** of reviewing each Party's progress in its development, design, permitting, **engineering**, procurement, construction, commissioning, financing, operating, and maintenance activities **for the Project**. Either Party may request a special meeting at any time. Reasonable and **sufficient** notice of each meeting shall be given to each Party in order to allow full **participation**.

Section 6.2 Sharing Information.

Section 6.2.1 SCE Information. Upon reasonable notice and during **regular** business hours, and subject to Investor entering into customary non-disclosure agreements, SCE shall allow Investor access to the Project site and to SCE's Project-related personnel, contracts, books and records, and other documents and data of SCE relating to the Project as may be reasonably requested by Investor, **including** but not limited to:

- (a) Budgeting and costing information to ensure that Investor is apprised of the projected costs for the Project and that such costs **are** allocated to appropriate portions **of the Project** and that **SCE** keeps its accounts and provides sufficient information to **Investor** to allow Investor to review those allocations and accounts on **an on-going basis**;
- (b) Permitting **information**; and
- (c) Plans, specifications, design, or maps of the Project.

Section 6.2.2 Investor Information. Upon reasonable notice, Investor **shall** provide information related to the Subject Facilities as may be reasonably requested by **SCE**.

Section 6.3 Final Decisions. Notwithstanding anything to the contrary in this **Article VI** (Management Oversight and Committee Structure), SCE shall be solely responsible **for** and shall make all final decisions with respect to the development, design, **permitting**, engineering, procurement, construction, and commissioning of the Project; provided, however, that SCE will not make any such decision that would prohibit Investor from exercising and closing the Option. Any **disputes** regarding whether or not SCE has complied with its obligations under this DCA (**including** its obligations under Section 3.2 (Performance Standards) hereof) shall be resolved by the **dispute** resolution procedures under Article X (Dispute **Resolution**).

## **ARTICLE VII. FORCE MAJEURE**

Section 7.1 Force Majeure. **Notwithstanding** anything in this DCA to the contrary, if a Party's performance is impacted by Force Majeure, the affected Party shall be excused **from** performing its affected obligations under this DCA (other than the obligation to make **payments** with respect to obligations arising prior to the event of Force Majeure) and shall not be liable **for** damages or other liabilities due to its failure to perform, during any period (but no longer than 6 months) that such Party **is** unable to perform due to an event of Force Majeure; provided, however, that the Party **declaring** an event of Force Majeure shall: (a) act expeditiously to resume **performance**; (b) exercise **all** commercially reasonable efforts to mitigate or limit damages to the other Party; and (c) **fulfill** the requirements set forth in Section 7.2 (**Notification**) **hereof**.

Section 7.2 Notification. A Party unable to perform under this DCA due to an **event** of Force Majeure shall: (a) provide prompt written notice of such event of Force Majeure to **the** other Party, which shall include an estimate of the expected duration of the **Party's** inability to perform due to the event of Force Majeure; and (b) provide prompt notice to the other **Party** when performance resumes.

## **ARTICLE VIII. WITHDRAWAL**

Section 8.1 Withdrawal. Prior to the COD, SCE shall have the right to withdraw from and terminate the Project including this DCA immediately and be under no obligation to pursue additional **development** activities **if**: (a) any of the applications for the Required SCE Regulatory Approvals is denied, or is approved **with** conditions that are unacceptable to SCE or otherwise materially inconsistent with the **Project** as described herein; (b) the receipt of any Required SCE Regulatory Approval is delayed such **that** SCE will not be able to reasonably complete construction activities until twelve months or more **after** the Target COD; (c) FERC issues a final and binding order that would preclude SCE **from** recovering, in SCE's reasonable estimation, a return of and on any portion of its **investment** in the Project; or (d) it is no longer

reasonably feasible for SCE to continue **development**, design, permitting, engineering, procurement and construction activities for the **Project**.

Section 8.2 Notice. SCE must provide notice to Investor within sixty (60) days of its determination that it is withdrawing pursuant to this Article VIII (**Withdrawal**).

Section 8.3 Reinstatement. If at any time within five (5) years of the Effective Date, if the ROW Documents remain in effect and SCE resumes development of the Project after it has withdrawn from the Project and terminated this DCA under Section 8.1 (**Withdrawal**) ("**Project Recommencement**"), then such termination shall no longer be effective and this DCA shall be automatically reinstated with reasonable extensions to the dated terms of this DCA. The effect of such Project Recommencement and reinstatement of this DCA is intended to provide Investor with a renewed opportunity to hold the Option to lease Transfer Capability in the Project in the manner provided for in this DCA.

## **ARTICLE IX. EVENTS OF DEFAULT; REMEDIES**

Section 9.1 Events of Default. The occurrence of any one of the following **shall** constitute an "**Event of Default**":

- (a) A Party shall fail to make payments for amounts due under **this** DCA within thirty (30) days after notice that such payment is past due;
- (b) A Party shall fail to comply with any other material provision **of** this DCA (other than failures covered by subparagraph (a) above), and any such failure shall continue uncured for **thirty (30)** days after notice thereof; provided, however, that if such failure is **not** capable of **being** cured within such period of thirty (30) days with **the** exercise of reasonable diligence, then such cure period shall **be** extended for an additional reasonable period of time (but not exceeding ninety (90) days) so long as **the** defaulting Party is exercising commercially reasonable efforts to cure such **failure**;
- (c) Any representation made by a Party hereunder shall fail to be **true** in any material respect at the time such representation is given **and** such failure shall not be cured within thirty (30) days after **notice thereof** by a non-defaulting Party;
- (d) SCE shall fail to comply with any material provision of the ROW Documents, subject to the applicable cure rights expressly provided therein; **or**
- (e) With respect to Investor, the ROW Grant shall fail to be in full force and effect (other than by reason of SCE's failure to comply with any material provision of the ROW Documents), or Morongo shall fail to comply with any material provision of the ROW Agreement, in each case subject to the applicable cure rights expressly provided therein.

Section 9.2 Limitation on Damages. No Party shall be liable to the other Party under this DCA for consequential, incidental, punitive, exemplary or indirect damages or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. The provisions of this Section 9.2 shall not be construed to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and enforceable insurance policies. Nothing contained in this DCA, the Transfer Capability Lease or any other document or agreement related hereto shall be construed to waive, limit or restrict, in any way, any of Morongo's or SCE's rights, remedies or defenses under or emanating from the ROW Documents.

Section 9.3 Remedies. Subject to Article X (Dispute Resolution), if an Event of Default occurs and is continuing, the non-defaulting Parties shall have the right to pursue **all** remedies available at law or in equity, including without limitation, the right to institute **an** action, suit or proceeding in equity for specific performance of the obligations under this DCA.

## **ARTICLE X. DISPUTE RESOLUTION**

Section 10.1 Intent of the Parties. The sole procedure to resolve any claim arising **out** of or relating to this DCA or any related agreement is the dispute resolution procedure set **forth** in this Article X (Dispute Resolution); provided, however, that either Party may seek **a** preliminary injunction or other provisional judicial remedy if such action is necessary to **prevent** irreparable harm or preserve the status quo, in which case both Parties nonetheless will **continue** to pursue resolution of the dispute by means of this procedure and nothing in this Section 10.1 shall restrict the rights of any party to file a complaint with the FERC under relevant **provisions** of the Federal Power Act.

**Section 10.2** Management Negotiations. The Parties will attempt in good faith **to** resolve any controversy or claim arising out of or relating to this DCA or any related **agreements** by prompt negotiations between each **Party's** authorized representatives. If the matter is **not** resolved thereby, either **Party's** authorized representative may request in writing that the **matter be** referred to the designated senior officers of their respective companies that have **corporate** authority to settle the dispute. Within five (5) Business Days after such **referral** date (the "**Referral Date**"), each Party shall provide one another Notice confirming the referral and identifying **the** name and title of the senior officer who will represent such Party. Within five (5) Business **Days** after such Referral Date, the senior officers shall establish a mutually acceptable location **and** date to meet which shall not be greater than thirty (30) days after such Referral Date. After the **initial** meeting date, the senior officers shall meet, as often as they reasonably deem necessary, **to** exchange relevant information and to attempt to resolve the dispute. All **communication and** writing exchanged between the Parties in connection with these negotiations shall be **confidential** and shall not be used or referred to in any subsequent binding adjudicatory process between **the** Parties. If the matter is not resolved within forty-five (45) days of such **Referral** Date, or if **either** Party refuses or does not meet within the thirty (30)

Business Day period specified above, either **Party** may initiate arbitration of the controversy or claim by providing notice of a demand for **binding arbitration before a single, neutral arbitrator (“Arbitrator”)** at any time thereafter.

### Section 10.3 Arbitration.

Section 10.3.1 Arbitrator. The Parties will cooperate with one another in selecting the Arbitrator from the panel of neutrals from Judicial Arbitration and Mediation Services, Inc. (“JAMS”), its successor, or any other mutually acceptable non-JAMS Arbitrator sixty (60) days after notice of the demand for arbitration and shall further cooperate in scheduling the arbitration to commence no later than one hundred eighty (180) days from the date of notice of the demand. If, notwithstanding their good faith efforts, the Parties are unable to agree upon a mutually-acceptable Arbitrator in accordance with the preceding sentence, the Arbitrator shall be appointed as provided for in California Code of Civil Procedure Section 1281.6. To be qualified as an Arbitrator, each candidate must be a retired judge of a trial court of any state or federal court, or retired justice of any appellate or supreme court. Upon notice of a Party’s demand for binding arbitration, such dispute submitted to arbitration, including the determination of the scope or applicability of this DCA to arbitrate, shall be determined by binding arbitration before the Arbitrator, in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

Section 10.3.2 Rules and Procedures. Except as provided for herein, the arbitration shall be conducted by the Arbitrator in accordance with the rules and procedures for arbitration of complex business disputes for the organization with which the Arbitrator is associated. Absent the existence of such rules and procedures, the arbitration shall be conducted in accordance with the California Arbitration Act, California Code of Civil Procedure Section 1280 et seq. and California procedural law (including the Code of Civil Procedure, Civil Code, Evidence Code and Rules of Court, but excluding local rules). Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, the place of the arbitration shall be in Los Angeles County, California.

Section 10.3.3 Discovery. Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, discovery will be limited as follows:

- (a) Before discovery commences, the Parties shall exchange an initial disclosure of all documents and percipient witnesses which they intend to rely upon or use at any arbitration proceeding (except for documents and witnesses to be used solely for impeachment);
- (b) The initial disclosure will occur within thirty (30) days after the initial conference with the Arbitrator or at such time as the Arbitrator may order;
- (c) Discovery may commence at any time after the Parties’ initial disclosure;

- (d) The Parties will not be permitted to propound any interrogatories or requests for admissions;
- (e) Discovery will be limited to twenty-five (25) document requests (with no subparts), three (3) lay witness depositions, and three (3) expert witness depositions (unless the Arbitrator holds otherwise following a showing by the Party seeking the additional documents or depositions that the documents or depositions are critical for a fair resolution of the dispute or that a Party has improperly withheld documents);
- (f) Each Party is allowed a maximum of three (3) expert witnesses, excluding rebuttal experts;
- (g) Within sixty (60) days after the initial disclosure, or at such other time as the Arbitrator may order, the Parties shall exchange a list of all experts upon which they intend to rely at the arbitration proceeding;
- (h) Within thirty (30) days after the initial expert disclosure, the Parties may designate a maximum of two (2) rebuttal experts;
- (i) Unless the Parties agree otherwise, all direct testimony will be in form of affidavits or declarations under penalty of perjury; and
- (j) Each Party shall make available for cross examination at the arbitration hearing its witnesses whose direct testimony has been so submitted.

Section 10.3.4 Court Reporter. Unless otherwise agreed to by the Parties, all proceedings before the Arbitrator shall be reported and transcribed by a certified court reporter, with each Party to the dispute bearing an equal share of the court reporter's fees.

Section 10.3.5 Arbitration Decision. At the conclusion of the arbitration hearing, the Arbitrator shall prepare in writing and provide to the Parties a decision setting forth factual findings, legal analysis, and the reasons on which the Arbitrator's decision is based. The Arbitrator shall also have the authority to resolve claims or issues in advance of the arbitration hearing that would be appropriate for a California superior court judge to resolve in advance of trial. The Arbitrator shall not have the power to commit errors of law or fact, or to commit any abuse of discretion, that would constitute reversible error had the decision been rendered by a California superior court. The Arbitrator's decision may be vacated or corrected on appeal to a California court of competent jurisdiction for such error. The Arbitrator shall have no power to make an award or impose a remedy that is inconsistent with this Section 10.3. However, subject to this Section 10.3, the Arbitrator shall have the authority to grant any form of equitable or legal relief a party might recover in a court action. Judgment on the award may be entered in any court having jurisdiction.

Section 10.3.6 Prevailing Party. The Arbitrator shall, in any award, allocate all of the costs of the binding arbitration (other than each Party's individual attorneys' fees and costs related to the Party's participation in the arbitration, which fees and costs shall be borne by such Party), including the fees of the Arbitrator and any expert witnesses, against the Party who did not prevail. Until such award is made, however, the Parties shall share equally in paying the costs of the arbitration.

Section 10.4 Enforcement of Award. By execution and delivery of this DCA, **each** Party hereby (a) accepts and consents to the use of binding arbitration pursuant to the procedures described in **this** Article X (Dispute Resolution), and, solely for purposes of the enforcement of an arbitral **award** under this Section 10.4, to the jurisdiction of any court of **competent** jurisdiction, for itself and in respect of its property, and (b) waives, solely for purposes of **the** enforcement of an arbitral award under this Section 10.4, in respect **of** both itself and its property, all defenses it may have as to or based on jurisdiction, **improper** venue or forum non conveniens. Each Party hereby irrevocably consents to the service **of** process or other papers by the use of any of the methods and to the addresses set out for **the** giving of notices in **Section 12.1** (Notices) hereof. Nothing herein shall affect the right of **each** Party to serve such process or papers in any other manner permitted by **law**.

Section 10.5 Performance during Arbitration. While resolution of any dispute **is** pending, each Party shall continue to perform its obligations hereunder (unless such Party **is** otherwise entitled to suspend its **performance** hereunder or terminate this DCA in **accordance** with the terms hereof), and no Party shall refer or attempt to refer the matter in dispute to a **court** or other tribunal in any jurisdiction, except as provided in this Article X (Dispute **Resolution**).

## **ARTICLE XI. REPRESENTATIONS AND WARRANTIES**

Section 11.1 SCE. SCE represents and warrants to Investor as **follows**:

Section 11.1.1 Organization and Existence. SCE is a duly organized **and** validly existing corporation in good standing under the laws of the State of California **and** is qualified to transact business in all jurisdictions where the ownership of its **properties** or its operations require such qualification, except where the failure to so qualify **would** not have a material adverse effect on its financial condition, its ability to own **its** properties or transact its business, or to carry out the transactions and **activities** contemplated hereby.

Section 11.1.2 Execution, Delivery and Enforceability. SCE has **full corporate** power and authority to carry on its business as now conducted, enter into, **and** to carry out its obligations under this DCA. The execution, delivery and **performance by** SCE of this DCA, and the consummation of the transactions and **activities** contemplated under this DCA, have been duly authorized by all necessary **corporate** action required on the part of SCE. This DCA has been duly and validly **executed** and delivered by SCE and constitutes the valid and legally binding obligations **of** SCE, enforceable against SCE in accordance with its terms, except as **such**

enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

Section 11.1.3 No Violation. Subject to the receipt of all Required **SCE** Regulatory Approvals, none of the execution and delivery of this DCA, the compliance with any provision hereof, nor the consummation of **the** transactions and activities contemplated hereby will: (a) violate or conflict with, or **result** in a breach or **default under**, any provisions of the Articles of **Incorporation** or Bylaws of **SCE**; or (b) violate or conflict with, or result in a breach or default under, any material **applicable** law or regulation of any Governmental **Authority** or any **injunction of any federal or state court**.

Section 11.1.4 Project. **SCE has provided to Investor a true and complete list of all permits relating to the Project which have been obtained through the date of this DCA and all such permits are in full force and effect. SCE has a reasonable basis to believe that it will timely obtain the requisite financing needed for the Project. The useful life of the Subject Facilities, in SCE's good faith best estimate will exceed thirty (30) years.**

Section 11.2 Investor. Investor represents and warrants to **SCE** as **follows**:

Section 11.2.1 Organization and Existence. Investor is a duly organized and validly existing limited liability company in good standing under the laws of the State of Delaware and is qualified to transact business in all jurisdictions where the ownership of its properties or its operations require such qualification, except where the failure to so qualify would not have a material adverse effect on its financial condition, its ability to own its properties or transact its business, or to carry out the transactions and activities contemplated hereby.

Section 11.2.2 Execution, Delivery and Enforceability. Investor has full power and authority to carry out its obligations under this DCA. The execution, **delivery** and performance by Investor of this DCA, and the consummation of the transactions **and** activities contemplated under this DCA, have been duly authorized by all **necessary** action required on the part of Investor. This DCA has been duly and **validly** executed and delivered by Investor and constitutes the valid and legally binding obligations of Investor, enforceable against Investor in accordance with its terms, **except** as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting **the** enforcement of creditors' rights and by general equitable **principles**.

Section 11.2.3 No Violation. Subject to the receipt of all Required Investor Regulatory Approvals, none of the execution and delivery of this DCA, the compliance with any provision hereof, nor the consummation of the transactions and activities contemplated hereby will: (a) violate or conflict with, or result in a breach or default under, any provisions of the certificate of formation or operating agreement of Investor; or (b) violate or conflict with, or result in a breach

or default under, any material applicable law or regulation of any Governmental Authority or any injunction of any federal or state court.

## **ARTICLE XII. MISCELLANEOUS**

Section 12.1 Notices. Unless otherwise specified herein, all notices shall be in **writing** and delivered by hand, overnight courier or facsimile (provided a copy is also sent by **overnight** courier) to the applicable addresses below. Notice shall be effective in case of delivery by hand or facsimile on the next Business Day after it is sent, or in the case of delivery by overnight courier, on the later of the next Business Day after it is sent or on the first day **after** it is sent on which the overnight courier guarantees delivery. A Party may change its address for notices by providing notice of the same **in** accordance with this Section 12.1.

**If to SCE:**

Southern California Edison Company  
2244 Walnut Grove Avenue  
Rosemead, CA 91770  
Attention: Treasurer  
Fax: (626) 302-4510

With a copy to:

Southern California Edison Company  
2244 Walnut Grove Avenue  
Rosemead, CA 91770  
Attention: General Counsel  
Fax: (626) 302-3720

**If to Investor:**

Morongo Transmission LLC  
c/o Morongo Band of Mission Indians  
12700 Pumarra Rd.  
Banning, CA 92220  
Attention: Roger Meyer, CEO  
Fax: (951) 849-5108

With copies to:

**Forman & Associates**  
**Attorneys at Law**  
**4340 Redwood Highway,**  
**Suite E352**  
**San Rafael, CA 94903**  
**Attention: George Forman**  
**Fax: (415) 491-2313**

and

Whalen LLP  
19000 MacArthur Boulevard, Suite 600  
Irvine, CA 92612  
Attention: Michael Whalen  
Fax: (714) 408-7446

Section 12.2 **Assignment.**

Section 12.2.1 **General.** Neither Party shall assign this DCA, or its rights or obligations hereunder, without the prior written consent of the other Party, which may be granted or withheld in its sole discretion; **provided, however,** that, no such consent shall be required for (a) a collateral assignment of, or creation of a security interest in, this DCA in connection with any financing or other financial arrangements, or (b) an assignment in connection with the merger of SCE with, or the acquisition of substantially all of the transmission assets of SCE by, an entity with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of SCE. Any other change of control of a Party (or of any parent entity holding directly or indirectly at least fifty percent of the equity interest in such Party) whether voluntary or by operation of law shall be deemed an assignment hereunder except in the case where the resulting controlling person is an entity that holds an ownership interest in Investor as of the Effective Date. In addition, any transfer of an ownership interest in Investor (other than a transfer to an entity that holds an ownership interest in Investor as of the Effective Date) shall be deemed an assignment hereunder. Any assignment in violation of this Section 12.2 shall be null and void.

**Section 12.2.2 Right of First Refusal.** Except in connection with (a) a collateral assignment under clause (a) of Section 12.2.1 (General) hereof or (b) any foreclosure sale or deed in lieu of foreclosure in connection with the exercise of remedies under such collateral assignment, SCE shall have the right of first refusal with respect to any proposed assignment by Investor of all or any portion of its interest in this DCA or the Project (including any deemed assignment resulting from any change of control of a Party or transfer of an ownership interest in Investor pursuant to Section 12.2.1 (General) hereof, excluding, in either case, any assignment or transfer to an entity that holds an ownership interest in Investor as of the Effective Date). In the event Investor receives a bona fide offer from an unaffiliated third party to purchase all or any portion of the interest of Investor in this DCA (or the Project) that Investor desires to accept, Investor shall **provide** SCE with a copy of the bona fide third party purchase offer within five (5) Business Days following such receipt. For a period of ninety (90) days following SCE's receipt of the bona fide third party purchase offer, SCE shall have the right to purchase such interest as set forth **in the** offer on the same terms and conditions set forth in such offer and to conduct due **diligence** regarding the contemplated purchase. **In** the event that SCE elects to exercise its **right**, SCE and Investor shall close the purchase and sale of the interest in this DCA (and **the**

Project) upon the terms and conditions contained in the offer. In the event that SCE **elects not** to exercise its right and subject to SCE's prior written consent under Section **12.2.1 (General) hereof**, Investor shall be free to sell such interest to the third party that made the offer on **terms and** conditions no less favorable to Investor than those contained in the offer. **In** the event **that** such sale is not consummated within twenty-four (24) months following **SCE's** failure to **exercise** this right of first refusal, then SCE's right of first refusal shall be revived with respect to **such** sale. In the event that there is a material revision in any offer in favor of any **prospective** purchaser, then SCE's right of first refusal shall again apply so that SCE again has **the** right of first refusal to purchase the interest in this DCA (and the Project) on the revised terms.

Section 12.3 Confidentiality. During the term of this DCA and for a period of **three (3)** years after the expiration or termination of this DCA, the Parties shall keep confidential **any** confidential information relating to the Project obtained from the other Parties, and shall **refrain** from using, publishing or revealing such confidential information without the prior **written** consent of the Party whose confidential information the disclosing Party is seeking to **disclose**, unless: (a) compelled to disclose such document or information to a securities exchange or **by** judicial, regulatory or administrative process or other provisions of law; (b) such document or information is generally available to the public; (c) such document or information was **available** to the disclosing Party on a non-confidential basis; (d) such document or information **was** available to the disclosing Party on a non-confidential basis from a third party; provided, however, that **the** disclosing Party does not know, and, by reasonable effort, could not know that such third party is prohibited from transmitting the document or **information** to the receiving Party by a **contractual**, legal or fiduciary obligation; or (e) such document or information is necessary to support a **rate** case or other regulatory filing with a Governmental Authority; provided, however, that, the Party **disclosing** such document or information must make reasonable efforts to maintain confidentiality **with** respect to any proprietary information.

Section 12.4 Public Relations. The Parties will cooperate in good faith with each other and, to the extent reasonable, seek mutual approval with respect to any public announcements regarding the Project.

Section 12.5 Governing Law. This DCA and the obligations hereunder shall **be** governed by the applicable Laws of the State of California, without regard to principles of conflicts of **law**.

Section 12.6 No Amendments or Modifications. This DCA shall not be **amended**, modified, terminated, discharged or supplemented, nor any provision hereof waived, **unless** mutually agreed to in writing by all of the Parties. If and to the extent that the **CAISO** Agreements are amended or modified such that a Party or the Parties can no longer comply **with** the terms of this DCA, the Parties shall negotiate in good faith to amend or modify this DCA to effectuate the same intent and essential purpose of this DCA as of the Effective Date in light of the CAISO Agreements amendment or **modification, and neither Party shall unreasonably refuse to agree**

**to any such necessary modification that does not have an adverse impact on the Party to which a request for modification is made.**

Section 12.7 Delay and Waiver. Except as otherwise provided in this DCA, no delay **or** omission to exercise any right, power or remedy accruing to the respective Parties hereto **upon any** breach or default of any other Party under this DCA shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such similar breach or default **thereafter** occurring, nor shall any waiver of any single breach or default be deemed a waiver of any **other** breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval **of** any kind or character of any breach or default under this DCA, or any waiver of any provision **or** condition of this DCA, must be in writing and shall be effective only to the extent specifically **set** forth in such writing.

Section 12.8 Entirety; Conflicts. This DCA, together with its exhibits and the Transfer Capability Lease, constitute the entire agreement between the Parties hereto. There are no prior or contemporaneous agreements or representations affecting the **same** subject matter other than those herein expressed.

Section 12.9 Relationship of the Parties. Except as otherwise set forth herein, this **DCA** shall not make any of the Parties partners or joint venturers one with the other, nor make any **the** agent of the others. Except as otherwise explicitly set forth herein, no Party shall have any **right**, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act **as** or be an agent or representative of, or to otherwise bind, the other Party. **Notwithstanding anything** to the contrary, no fiduciary duty or fiduciary relationship shall exist between **the Parties**.

Section 12.10 Good Faith. In carrying out its obligations and duties under this **DCA**, each Party shall have an implied obligation of good **faith**.

Section 12.11 Successors and Assigns. This DCA shall inure to the benefit of, and **be** binding upon, the Parties hereto and their respective successors and **permitted assigns**.

Section 12.12 Third Parties. This DCA is intended solely for the benefit of the **Parties**. Nothing in this DCA shall be construed to create any duty or liability to, or standard of care **with** reference to, any Person other than the **Parties**.

Section 12.13 Headings. The headings contained in this DCA are solely for **the** convenience of the Parties and should not be used or relied upon in any manner in **the** construction or interpretation of this DCA.

Section 12.14 Counterparts. This DCA may be executed in one or more **counterparts**, each of which shall be deemed an **original**.

**Section 12.15 Time is of the Essence.** Each of the Parties acknowledges that timely achievement of commercial operation of the Project is essential, and therefore time is of the essence in performing all obligations set forth herein.

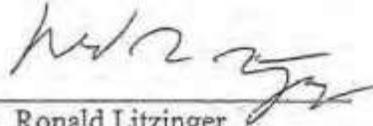
**Section 12.16 No Personal Liability.** Each action or claim of any Party arising under or relating to this DCA shall be made only against the other Party as a corporation or limited liability company, and any liability relating thereto shall be enforceable only against the assets of such Party. No Party shall seek to impose any liability relating to, or arising from, this DCA against any shareholder, manager, member, employee, officer or director of the other Party. Notwithstanding anything in Section 12.12 (Third Parties) hereof or elsewhere in this DCA, each of such persons is an intended beneficiary of the mutual promises set forth in this section and shall be entitled to enforce the obligations of this section.

IN WITNESS WHEREOF, the Parties have signed this Development and Coordination Agreement as of the Effective Date.

SCE:

Southern California Edison Company, a California corporation

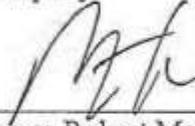
By:

  
Name: Ronald Litzinger  
Title: President

LESSEE:

Morongo Transmission LLC, a Delaware limited liability company

By:

  
Name: Robert Martin  
Title: Chairman

## EXHIBIT A

### THE PROJECT AND SUBJECT FACILITIES

"Project" means the West of Devers Upgrade Project, which consists of the tear down and rebuild of four existing 220 kV transmission lines, covering approximately 48 corridor miles, with new 220 kV transmission lines between the existing Devers Substation (located near Palm Springs) and El Casco Substation (located in Western Riverside County), Vista Substation (located in Grand Terrace), and San Bernardino Substation (located in San Bernardino), which transmission lines will replace existing 220 kV transmission lines that cross the Reservation. The Project includes upgrades to equipment in the Devers, El Casco, Vista, and San Bernardino substations, as well as installation of telecommunication facilities. Portions of the new transmission lines may consist of double circuit 220kV transmission lines, and portions may consist of four single-circuit 220 kV transmission lines.

"Subject Facilities" means the portion of the West of Devers Upgrade Project consisting of the newly constructed 220 kV transmission lines that will operate as network transmission facilities under the Operational Control of the CAISO, and that are eligible for cost recovery under the CAISO's Transmission Access Charge. The Subject Facilities do not include any switchyard or substation facilities, subtransmission or distribution lines or facilities, telecommunications facilities, or the costs of removing existing facilities. Portions of the new transmission lines may consist of double circuit 220kV transmission lines, and portions may consist of four single-circuit 220 kV transmission lines.

Exhibit B

Form of Transfer Capability Lease

EXHIBIT C

MODEL FOR SCE REPRESENTATIVE RATE

EXHIBIT B

to

Development and Coordination Agreement

**FORM OF TRANSFER CAPABILITY LEASE**

---

TRANSFER CAPABILITY LEASE

BY AND BETWEEN

SOUTHERN CALIFORNIA EDISON COMPANY

AND

MORONGO TRANSMISSION LLC

DATED AS OF *[Note to form: insert date of execution]*

WEST OF DEVERS UPGRADE **SUBJECT FACILITIES**

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## TRANSFER CAPABILITY LEASE

This TRANSFER CAPABILITY LEASE (this "Lease") is made and entered into as of [Note to form: insert date of execution] (the "Effective Date"), by and between Southern California Edison Company, a California corporation ("SCE"), and Morongo Transmission LLC, a Delaware limited liability company (the "Lessee"). Each of SCE and Lessee shall be referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

- A. SCE has been developing a transmission project known as the West of Devers Upgrade Project in its service territory (as more fully defined herein, the "Project"), which includes approximately 48 corridor miles of new 220kV transmission lines (as more fully defined herein, the "Subject Facilities").
- B. On [Note to form: insert date of ROW Grant], the Morongo Band of Mission Indians ("Morongo"), a federally-recognized Indian tribe exercising jurisdiction over lands within the exterior boundaries of the Morongo Indian Reservation ("Reservation"), (a) has consented to a Grant pursuant to 25 U.S.C. Section 323 of rights-of-way for SCE transmission facilities crossing the Reservation (as more fully described herein, "ROW Grant"), including the Subject Facilities, and (b) has entered into an Agreement Related to the Grant of Easements and Rights-of-Way for Electric Transmission Lines and Appurtenant Fiber-Optic Telecommunications Lines and Access Roads on and Across Lands of the Morongo Indian Reservation with SCE (the "ROW Agreement").
- C. Lessee is owned by Morongo and Coachella Partners LLC, and as a condition of Morongo agreeing to consent to the ROW Grant and enter into the ROW Agreement, Morongo has required that SCE and Lessee enter into a Development and Coordination Agreement (the "DCA") dated November \_\_, 2012 pursuant to which SCE would develop, design, permit, engineer, procure, construct and own the Subject Facilities, and Lessee has an option (the "Option") to lease a portion of the Transfer Capability (as defined below) in the Subject Facilities.
- D. Pursuant to the CAISO Agreements (as defined below), CAISO assumed Operational Control (as defined below) of the Project upon its completion.
- E. On [Note to form: insert date of exercise], Lessee notified SCE that Lessee had exercised the Option. On the Effective Date,

Lessee and SCE closed the Option by, among other things, executing this Lease.

- E. The Parties desire to enter into this Lease to, among other things, set forth the terms pursuant to which Lessee will lease from SCE a portion of the Transfer Capability in the Subject Facilities, all as more particularly set forth herein.

NOW THEREFORE, the Parties agree as follows:

## **ARTICLE I. DEFINITIONS; RULES OF INTERPRETATION**

Section 1.1 Definitions. As used in this Lease, the following terms shall have the following meanings unless otherwise stated or the context otherwise requires:

“Additional Rent” has the meaning set forth in Section 4.1.2.

“Affiliate” means, with respect to any Party, a Person that controls, is controlled by, or is under common control with such Party. For this purpose, control means the ownership of more than fifty percent (50%) of the equity ownership or voting interest of any Person.

“AFUDC” refers to an Allowance for Funds Used During Construction, recognizing the cost to SCE of financing the development, design, permitting, engineering, procurement, and construction of the Subject Facilities. AFUDC does not apply to CWIP in Ratebase.

“Applicable Portion of Property Taxes” means, for any period after the COD, (a) if the Property Taxes on the Subject Facilities are assessed against SCE and no Property Taxes are assessed on the Lessee Transfer Capability against Lessee, the aggregate amount of any such Property Taxes in such period multiplied by the Lessee Percentage Interest for such period, and (b) if the Property Taxes on the Subject Facilities are assessed against both SCE and Lessee, the aggregate amount of such Property Taxes that are directly attributable to the Lessee Transfer Capability in such period.

“Applicable Reliability Standard” means reliability standards established by the WECC and reliability standards approved by FERC under Section 215 of the Federal Power Act to provide for reliable operation of the bulk power system or, if the WECC and FERC no longer have such standards, reliability standards promulgated by any federal or state agency with exercising valid jurisdiction over the Subject Facilities.

“Arbitrator” has the meaning set forth in Section 12.2.

“Balancing Authority” means the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.

“Balancing Authority Area” means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

“BLM” means the Bureau of Land Management, an agency within the United States Department of the Interior. *[Note to form: Use name of lead NEPA agency]*

“Business Day” means any day except Saturday, Sunday or a weekday on which commercial banks in New York City, New York or Los Angeles, California are required or authorized to be closed.

“CAISO” means the California Independent System Operator Corporation or its successors.

“CAISO Agreements” means the electric tariff at any time filed with FERC by the CAISO (or any successor System Operator) and any other applicable CAISO (or any successor System Operator) agreements, tariffs, manuals, protocols or rules setting forth the rights and obligations of Persons with respect to the CAISO (or any successor System Operator) controlled grid, or any successor electric tariff at any time filed with FERC setting forth the rights and obligations of Persons with respect to SCE’s transmission system.

“CAISO Eligible Customer” means an “Eligible Customer” as defined in the CAISO Agreements or any other successor customer who is eligible to obtain transmission service pursuant to the CAISO Agreements.

“Collateral Assignment Agreement” has the meaning set forth in Section 11.3.

“Commercial Operation Date” and “COD” means the date on which the Project begins full commercial operation and Operational Control of the Project has been transferred to and accepted by the CAISO (or any successor System Operator) in accordance with the terms of the CAISO Agreements. For the avoidance of doubt, the Project shall not be deemed to have achieved COD for purposes of this Lease unless and until its commercial operations are of sufficient scope so that, assuming Lessee has all requisite approvals as detailed in this Lease and Lessee has validly exercised and closed its Option, Lessee would be eligible to begin collecting the full amount of its FERC-approved revenue requirement from CAISO (or any successor System Operator) for the Subject Facilities.

“Costs of Transfer Capability” means 101% of the sum of the Prepaid Rent plus all reasonably incurred project costs; development costs; regulatory costs; transactional costs; sales, use or excise tax costs; and Financing Costs incurred by Lessee allocated to the Lessee Transfer Capability. For purposes of clarity, the extra one percent is intended to account for, among other costs, the ordinary and customary lenders’ fees that SCE would have incurred if it held the Lessee Transfer Capability.

“CPCN Application” means the application to the CPUC for the certificate of public convenience and necessity for the Subject Facilities (including the “Proponent’s Environmental Assessment”) and all schedules, exhibits, attachments and appendices thereto filed on *[Note to form: insert date of filing]*.

“CPCN Decision” means the Decision Granting a Certificate of Public Convenience and Necessity for the Subject Facilities and all attachments thereto, issued by the CPUC on *[Note to form: insert date of CPUC decision]*.

“CPUC” means the California Public Utilities Commission.

“CWIP in Ratebase” means the portion of the investment that qualifies for current return and therefore does not accrue AFUDC.

“Defaulting Party” has the meaning set forth in Section 6.1.

“DCA” has the meaning set forth in the recitals hereto.

“Effective Date” has the meaning set forth in the introductory paragraph hereto.

“Event of Default” has the meaning set forth in Section 6.1.

“FERC” means the Federal Energy Regulatory Commission or any successor federal agency.

“Final EIR/EIS” means the Final Environmental Impact Report/Environmental Impact Statement, prepared jointly by the CPUC and the [\_\_\_\_\_] *[Note to form: Insert name of lead NEPA agency]*, as certified by the CPUC and defined in the CPCN Decision.

“Financing Costs” means (a) with respect to any bridge financing that Lessee may consummate prior to the term financing that Lessee will consummate for the final acquisition of the Lessee Transfer Capability, all reasonable and customary financing costs, including without limitation, lenders’ fees, consultants’ fees (for Lessee, its members and its lenders), lawyers’ fees (for Lessee, its members and its lenders), and interest associated with such bridge financing, and (b) with respect to the term financing that Lessee will consummate for the final acquisition of its Transfer Capability, all reasonable and customary consultants’ fees (for Lessee, its members and its lenders), lawyers’ fees (for Lessee, its members and its lenders), and capitalized interest charged prior to commencement of rate recovery, and excluding any lenders’ fees and any amounts set aside for reserve accounts.

“Force Majeure” means an event or circumstance that prevents one Party from performing its obligations hereunder, which event or circumstance was not foreseen or reasonably foreseeable as of the date the DCA was entered into, which is not within the control of or the result of the negligence of the affected Party, and which, by the exercise of due diligence, the Party is unable to mitigate or avoid or cause to be avoided, including but not limited to (but only to the extent that the following examples satisfy such definition) (a) acts of God, such as droughts, floods, earthquakes, and pestilence, (b) fires, explosions, and accidents, (c) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism and sabotage, blockades, and embargoes, (d) storms and other climatic and weather conditions that are abnormally severe for the period of time when, and in the area where, such storms or conditions occur, including typhoons, hurricanes, tornadoes and lightning, (e) strikes or other labor disturbances, (f) changes in permits from Governmental Authorities or the conditions imposed thereunder or the failure of a Governmental Authority to issue, modify,

amend or renew such permits not due to the failure of the affected Party to timely submit and diligently pursue applications, and (g) the enactment, adoption, promulgation, modification, or repeal after the date hereof of any applicable law. Notwithstanding the foregoing, under no circumstance shall an event of Force Majeure be based on (i) changes in market conditions or the economic health of a Party, (ii) the failure of an affected Party to timely seek issuance, modification, amendment or extension of any permits, approvals, or other required action from any Governmental Authority, (iii) any action or inaction by the board of directors, members or managers of a Party to the extent that such Party is seeking to excuse its failure to perform as an event of Force Majeure, (iv) any failure to make payments or otherwise meet monetary obligations when or in amounts due, (v) any breach by an affected Party of its obligations hereunder, and/or (vi) any unexcused or uncured default or breach by SCE of the terms of the ROW Grant or the ROW Agreement.

“Good Utility Practice” means (a) any of the practices, methods, and acts, engaged in or approved by a significant portion of the electric utility industry during the relevant time period, (b) any Applicable Reliability Standard, and/or (c) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not limited to the optimum practice, method, or act to the exclusion of all others, but rather to the acceptable practices, methods, or acts generally accepted in the region, including those practices required by Section 215(a)(3) of the Federal Power Act.

“Governmental Authority” means any federal, state, local, territorial or municipal government and any department, commission, board, bureau, agency, instrumentality, judicial or administrative body thereof.

“Indemnitor” has the meaning set forth in Section 3.2.1.

“Indemnitees” has the meaning set forth in Section 3.2.1.

“JAMS” has the meaning set forth in Section 12.3.1.

“Lease” has the meaning set forth in the introductory paragraph hereto.

“Lessee” has the meaning set forth in the introductory paragraph hereto.

“Lessee Transfer Capability” means the Lessee Percentage Interest of the Transfer Capability of the Subject Facilities.

“Lessee Percentage Interest” means *[Note to form: insert percentage interest as calculated pursuant to Section 4.2.1 of the DCA]*, subject to adjustment pursuant to Section 3.5.

“Lessee Share of O&M Costs” has the meaning set forth in Section 4.1.2.

“Morongo” has the meaning set forth in the recitals hereto.

“Notice” means a written notice delivered in accordance with Section 13.1.

“Operational Control” means the rights of the Balancing Authority to direct the operation of transmission facilities and other electric plants in the Balancing Authority Area affecting the reliability of those facilities for the purpose of affording comparable, non-discriminatory transmission access and meeting Applicable Reliability Standards.

“Option” has the meaning set forth in the recitals hereto.

“Parties” and “Party” have the meanings set forth in the introductory paragraph hereto.

“Percentage Interest” means the Lessee Percentage Interest or the SCE Percentage Interest, as applicable.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization or Governmental Authority.

“Personal Property” means any and all electrical equipment, fixtures or other facilities and personal property associated with the Subject Facilities which does not constitute real property or improvements.

“Personal Property Taxes” means all taxes, assessments, license fees and other charges that are levied and assessed during the Term against Personal Property.

“Prepaid Rent” has the meaning set forth in Section 4.1.1.

“Project” has the meaning set forth in Exhibit E attached hereto.

“Property Taxes” means all Real Property Taxes and all Personal Property Taxes (without duplication).

“PTO” means a Participating TO or Participating Transmission Owner as defined in the CAISO Agreements.

“Real Property Taxes” means all real property general and special taxes and assessments levied and assessed against the land and improvements associated with the Subject Facilities, including without limitation real property assessments and taxes, water and sewer and other similar governmental charges levied upon or attributable to the Subject Facilities, assessments or charges levied upon or assessed against the Subject Facilities by any redevelopment agency, and any tax upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Subject Facilities or any portion thereof.

“Referral Date” has the meaning set forth in Section 12.2.

“Reimbursable Property Taxes” means any Property Tax assessed against the Subject Facilities that are directly attributable to the Lessee Transfer Capability and paid by SCE.

“Rent” has the meaning set forth in Section 4.1.2.

**“ROW Agreement” has the meaning set forth in the recitals hereto.**

**“ROW Grant” means the United States Department of the Interior’s Grant of Easements and Rights-of-Way for Electric Transmission Lines and Appurtenant Fiber-Optic Telecommunications Lines and Access Roads On and Across Lands of the Morongo Indian Reservation pursuant to 25 U.S.C. Section 323 to which Morongo has consented as of [Note to form: insert date of ROW Grant.]**

**“SCE” has the meaning set forth in the introductory paragraph hereto.**

**“SCE Indenture” means that certain Trust Indenture dated as of October 1, 1923 from SCE as trustor to The Bank of New York Mellon Trust Company, N.A. and D.G. Donovan, as trustees.**

**“SCE Percentage Interest” means SCE’s ownership interest in the Transfer Capability of the Subject Facilities, less the Lessee’s Percentage Interest. SCE shall own 100% of the ownership interests and the Transfer Capability in the Subject Facilities other than the Lessee Percentage Interest.**

**“SCE Representative Rate” has the meaning set forth in Section 4.3.2.**

**“Subject Facilities” has the meaning set forth in Exhibit E attached hereto.**

**“System Operator” means (a) the CAISO, (b) if SCE is no longer a member of the CAISO, the successor regional transmission entity, if any, that has Operational Control over SCE’s transmission system and provides transmission service under rates, terms and conditions regulated by FERC pursuant to Section 205 of the Federal Power Act or any successor federal statute, or (c) if SCE is no longer a member of the CAISO or any such successor regional transmission entity, SCE.**

**“Term” has the meaning set forth in Section 2.2.**

**“Total Actual Costs” means the total costs incurred by SCE to develop, design, permit, engineer, procure, construct and commission the Subject Facilities, including AFUDC and post-construction mitigation measures, where applicable. For the avoidance of doubt, Total Actual Costs shall not include any fees payable by SCE to Morongo pursuant to the ROW Grant.**

**“Transfer Capability” means the maximum amount of power (in mega-watts) that can be transferred over part, or all, of the Subject Facilities at any time in a reliable manner while meeting all of a specific set of defined pre-contingency and post-contingency system configurations and conditions in accordance with WECC standards and Good Utility Practices. Subject to Section 4.3.4, the holder or lessee of Transfer Capability that is under the Operational Control of the CAISO (or any successor System Operator) for the benefit of and made available to CAISO Eligible Customers, is entitled to all associated rights and revenues from use of the Transfer Capability as defined (or subsequently defined) by the CAISO Agreements, or, in the absence of any such CAISO Agreements, all associated rights and revenues from use of the Transfer Capability, as defined (or subsequently defined) by the System Operator. Such holder or lessee shall not have any right or preference to transfer power**

over the Subject Facilities, or to interconnect with the Subject Facilities, by reason of holding or leasing Transfer Capability.

**“Useful Life of the Project”** means the period during which the Project can provide or is capable of providing transmission **service, which SCE currently estimates to be approximately fifty-seven (57) years.**

**“WECC”** means the Western Electricity Coordinating Council.

Section 1.2 **Rules of Interpretation.** Unless otherwise provided herein or the context otherwise requires: (a) words denoting the singular include the plural and vice versa; (b) words denoting a gender include both genders; (c) references to a particular part, clause, section, paragraph, article, party, exhibit, schedule or other attachment shall be a reference to a part, clause, section, paragraph, or article of, or a party, exhibit, schedule or other attachment to the document in which the reference is contained; (d) a reference to any statute or regulation includes all statutes or regulations varying, consolidating or replacing the same from time to time, and a reference to a statute includes all regulations issued or otherwise applicable under that statute to the extent consistent with the Parties’ original intent hereunder; (e) a reference to a particular section, paragraph or other part of a particular statute shall be deemed to be a reference to any other section, paragraph or other part substituted therefor from time to time; (f) a definition of or reference to any document, instrument or agreement includes any amendment or supplement to, or restatement, replacement, modification or novation of, any such document, instrument or agreement; (g) a reference to any person includes such person’s successors and permitted assigns in that designated capacity; (h) any reference to “days” shall mean calendar days unless Business Days are expressly specified; and (i) examples shall not be construed to limit, expressly or by implication, the matter they illustrate.

## **ARTICLE II. LEASE; TERM**

Section 2.1 **Lease.** SCE hereby leases to Lessee, and Lessee hereby leases from SCE, the Lessee Transfer Capability on the terms and conditions set forth in this Lease. SCE shall continue to own 100% of the ownership interests and the Transfer Capability in the Subject Facilities other than the Lessee Percentage Interest.

Section 2.2 **Term.** The term of this Lease shall commence as of the Effective Date and shall expire (unless otherwise earlier terminated pursuant to this Lease) at 11:59 p.m. Pacific time on the day before the thirtieth (30th) anniversary of the Effective Date (the “**Term**”). At the conclusion of the Term, Lessee shall have no further interest in the Subject Facilities hereunder, the Lessee Transfer Capability shall revert to SCE, and Lessee and SCE shall have no further rights or obligations vis-à-vis each other except to pay amounts and fulfill other obligations existing as of the time of conclusion of the Lease.

## **ARTICLE III. COMPLETION OF CONSTRUCTION; UPGRADES AND REPAIRS; OPERATION AND MAINTENANCE; INTERCONNECTION**

Section 3.1 **Completion of Construction.** SCE shall use commercially reasonable efforts to achieve COD and thereafter complete all punch list items and all other final

construction activities on the Subject Facilities as soon as reasonably practicable. For avoidance of doubt, for purposes of this Article III and any other provisions of this Lease relating to work performed on the Subject Facilities by SCE, SCE may undertake work on the Subject Facilities itself or through third party contractors.

Section 3.2 Operation and Maintenance. Except to the extent SCE has transferred Operational Control of the Subject Facilities to the CAISO, SCE shall be responsible for overseeing and performing all operations and maintenance services for the Subject Facilities in accordance with all regulations and Good Utility Practice, including CAISO standards and agreements.

Section 3.2.1 Sharing of Benefits and Burdens. Except as provided in Section 9.2, SCE and Lessee intend to share the benefits and burdens of the Subject Facilities, including any damages, claims or actions arising out of or relating to the operation or maintenance of the Subject Facilities, whether the result of any act, failure to act or otherwise, and whether by negligence or otherwise, in accordance with their percentage share of the Transfer Capability in the Subject Facilities. Accordingly, except as provided in Section 9.2, each Party ("Indemnitor") shall be responsible for, and shall indemnify the other Party and its officers, employees, members, representatives, advisors, contractors and agents ("Indemnitees") from and against, such Indemnitor's Percentage Interest of all liability and expense on account of any and all damages, claims or actions including injury to or death of persons or damage to property arising out of or pertinent to the operation or maintenance of the Subject Facilities, whether the result of any act or failure to act by either Party, its officers, employees, members, representatives, advisors, contractors or agents or otherwise, and whether by negligence or otherwise. Except as provided in Section 9.2, the indemnification provisions set forth in this Section 3.2.1 shall apply to all types of claims or actions including, but not limited to, claims or actions based on contract, tort, patent or trademark. The provisions of this Section 3.2 shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of its insurance policies. Lessee shall request, in its transmission service tariff filed with FERC pursuant to Section 4.2, **and SCE shall support, through timely intervention and active participation in any proceeding relating to or affecting Lessee's rates, rate recovery of any payments for Lessee's indemnity obligations under this Section 3.2.**

Section 3.2.2 Insurance. The gross amount that an Indemnitor is liable to, for, or on behalf of an Indemnitee shall be reduced by any insurance proceeds received by or on behalf of the Indemnitee in respect of the damage, claim, or action giving rise to an indemnity obligation hereunder. Further, each Party hereby waives all rights of recovery against the other Party on account of loss, damage, or injury incurred by such waiving Party to the extent that such loss, damage, or injury is insured against and covered under any insurance policies of such waiving Party; provided, however, that such waiver shall not be effective if it voids or otherwise invalidates any coverage or policy. Each Party shall cause its insurance policies to provide that the insurance company waives all right of recovery by way of subrogation against the other Party in connection with any damage covered by such policy.

Section 3.3 Future Upgrades; Increases in Transfer Capability. Subject to the other terms and conditions of this Lease, SCE shall be solely entitled to decide upon, develop, design,

engineer, procure, construct, commission, own, operate, maintain and finance any upgrades to all or any portion of the Subject Facilities after the Commercial Operation Date for purposes of increasing the Transfer Capability of all or any portion of the Subject Facilities. SCE shall be solely responsible to pay the costs of such upgrades. Lessee agrees that it will not oppose any upgrades sought before any Governmental Authority, CAISO (or any successor System Operator), or Balancing Authority by SCE.

Section 3.4 Future Replacement and Renewal; No Increases in Transfer Capability. SCE shall be solely entitled to determine whether any additional capital investment is needed for replacement or renewal of facilities of the Subject Facilities resulting in no increases in the Transfer Capability of the Subject Facilities, and if so, the timeframe for the same. SCE shall be solely entitled to itself undertake or undertake by way of contracts with others to develop, design, engineer, procure, construct, commission, own, operate, maintain and finance such replacement or renewals of the facilities of the Subject Facilities. SCE shall be responsible for all costs of such replacement or renewal.

Section 3.5 Adjustment of Lessee Percentage Interest. The Lessee Percentage Interest shall be adjusted as follows upon thirty (30) days written notice (which notice will contain reasonable detail as to the reasons for the adjustment, the calculation of the adjusted amounts and the effective date of such adjustment) to Lessee:

Section 3.5.1 True-Up for Total Actual Costs. The Parties acknowledge that the Lessee Percentage Interest has been determined prior to the date when Total Actual Costs are fully known. Accordingly, SCE shall provide to Lessee an accounting of such costs promptly after the SCE has finally determined such costs pursuant to Section 4.1.1, and the Lessee Percentage Interest shall be determined by the following formula: (Amount of Prepaid Rent payment/Total Actual Costs) times 100.

Section 3.5.2 Future Upgrades in Transfer Capability. To the extent that the Subject Facilities are upgraded pursuant to Section 3.3 resulting in increases or decreases in the Transfer Capability of the Subject Facilities, then all such increases or decreases in Transfer Capability resulting from such upgrade shall be allocated to SCE and the Lessee Percentage Interest shall be adjusted accordingly. For example, if the Subject Facilities were rated at 1000MW, a given upgrade to the Subject Facilities would cause the rating to increase by 200MW and at the time of the upgrade Lessee and SCE each held a 50% share of the Transfer Capability on the Subject Facilities, then the Lessee Percentage Interest on the Subject Facilities would decrease from 50% to 41.67% (500MW / 1200MW).

Section 3.5.3 Future Replacement and Renewal. To the extent that SCE makes any additional capital investments in the Subject Facilities pursuant to Section 3.4 resulting in no increases in the Transfer Capability of the Subject Facilities, the Lessee Percentage Interest shall be adjusted so that it equals the quotient of (a) the Lessee Percentage Interest of the Subject Facilities multiplied by the former net book value of the Subject Facilities prior to such additional capital investment divided by (b) the new net book value of the Subject Facilities (including all new funding of replacements or renewals as part of the new net book value). For example, assume that the Subject Facilities has a net book value of \$300 million prior to replacement or renewals and requires additional capital investments of \$10

million for replacement costs pursuant to Section 3.4 (and thus would have a net book value of \$310 million subsequent to such replacement or renewal). If the Lessee Percentage Interest is 50% and SCE makes such \$10 million capital investment in the Subject Facilities, then the Lessee Percentage Interest would be reduced from 50% to 48.39%. For purposes of this section, the “net book value” of the Subject Facilities shall be equal to SCE’s historical cost basis of the Subject Facilities less accumulated depreciation as determined by Generally Accepted Accounting Principles. For the avoidance of doubt, the amount of Rent that Lessee pays to SCE shall not reduce the cost basis.

Section 3.5.4 Other Future Changes in Transfer Capability. For avoidance of doubt, the Lessee Percentage Interest shall not be adjusted as a result of any increases or decreases in the Transfer Capability on the Subject Facilities resulting from changes to the configuration of adjoining systems or upgrades to adjoining systems, including SCE’s system beyond the Subject Facilities.

Section 3.6 Interconnection Facilities. Subject to the CAISO Agreements and rules governing interconnection, as between SCE and Lessee, SCE will be the interconnection agent for the Subject Facilities. In particular, SCE will process all requests for interconnection to the Subject Facilities, SCE will develop, design, engineer, procure, construct, commission, own, operate, maintain, and arrange funding for such interconnection facilities, including all substations and switchyards connected to the Subject Facilities, and SCE will retain all ownership and transfer capability interests in such interconnection facilities.

#### **ARTICLE IV. RENT; RATE RECOVERY**

Section 4.1 Rent. The rent due under this Lease shall be as follows:

Section 4.1.1 Prepaid Rent. Pursuant to Section 4.2.3 of the DCA, concurrently with the execution of this Lease, Lessee has made a payment to SCE as prepaid rent (the “Prepaid Rent”) for Transfer Capability under this Lease in the amount of [ \$ \_\_\_\_\_ ].

Section 4.1.2 Additional Rent. Lessee shall pay additional rent monthly in arrears in an amount equal to the sum of (a) the operations and maintenance costs incurred by SCE pursuant to Section 3.2 with respect to the Subject Facilities reasonably attributable to the Lessee Transfer Capability, including a reasonable allocation of administrative and general activities, general and common plant, non-capitalized land lease costs, any sales, use, excise tax and other costs described in Exhibit A attached hereto (which shall exclude Property Tax) (the “Lessee Share of O&M Costs”), plus (b) Reimbursable Property Tax (such sum, the “Additional Rent” and, together with the Prepaid Rent, the “Rent”). Although Lessee’s obligation to pay Additional Rent under this Lease shall not be contingent upon Lessee’s recovery of such Rent under its transmission service tariff filed with FERC, for the avoidance of doubt, SCE shall not include any cost component in the Lessee Share of O&M Costs if SCE is not allowed to recover such cost component under its transmission service tariff filed with FERC. SCE shall provide to Lessee a calculation of the Additional Rent within thirty (30) days after the conclusion of each month during the Term and Lessee shall be required to pay such

amount to SCE within thirty (30) days after receipt thereof. [*Note to form: the final execution version should include the final Exhibit A.*]

Section 4.2 Regulation of Lessee's Rates. Subject to Section 4.3, Lessee has filed or caused to be filed with FERC a transmission service tariff for recovery of its costs associated with the Lessee Transfer Capability. The Lessee Transfer Capability shall be provided for the benefit of and made available to CAISO Eligible Customers (or similarly situated customers of the successor System Operator in the event the CAISO is no longer the System Operator) at rates, terms and conditions deemed just and reasonable and not unduly discriminatory by FERC pursuant to Section 205 of the Federal Power Act.

Section 4.3 Lessee's Cost Recovery Methodology. Lessee has sought from FERC a cost recovery methodology that provides cost recovery to Lessee limited to the recovery of the following transmission costs. For the avoidance of doubt, Lessee shall be entitled to, and SCE shall support, through timely intervention and active participation in any proceeding relating to or affecting Lessee's rates, rate recovery for capital costs that is not affected by any reduction in its Transfer Capability associated with SCE's funding of renewals, replacements or upgrades to all or any portion of the Subject Facilities pursuant to Section 3.3, Section 3.4 or otherwise. Notwithstanding anything in this Lease to the contrary, Lessee's actual cost recovery methodology shall be governed by orders approved by FERC.

Section 4.3.1 Operating Costs. Lessee has sought recovery of the Lessee Share of O&M Costs incurred by Lessee as provided for in Section 4.1.2 and its ratable share of all other reasonably and prudently incurred costs for operation and maintenance of the Subject Facilities under this Lease on an annual formulaic basis, including administrative and general activities (and any sales, use, and excise tax) and the Applicable Portion of Property Taxes directly attributable to the Lessee Transfer Capability on the Subject Facilities as recorded in FERC accounts, including but not limited to the following accounts: 408.1, 560-573, 908, and 920-935 under the FERC Uniform System of Accounts.

Section 4.3.2 Capital Requirements. Lessee has sought recovery for all other costs associated with the Lease at a fixed rate that provides for recovery of Lessee's costs but does not exceed the rate SCE could recover at the time of COD if SCE held the Lessee Transfer Capability (the "SCE Representative Rate"). This fixed rate is intended to cover all costs associated with the Lessee (other than the operating costs described in Section 4.3.1 above) including Prepaid Rent (including capitalized property taxes) and other costs of Transfer Capability, debt service, capitalized interest, liquidity reserves, taxes (excluding the Applicable Portion of Property Taxes and the sales, use, or excise taxes which are included in the Lessee Share of O&M Costs and the operating costs addressed by Section 4.3.1 above), charitable contributions, and any and all other costs. For purposes of determining the SCE Representative Rate, the Parties agree to use the model attached hereto as Exhibit B. The model calculates a theoretical revenue requirement for the Useful Life of the Project as if SCE held the Lessee Transfer Capability, discounts that revenue requirement to a thirty year period, and calculates an annual levelized SCE Representative Rate over that thirty year period. Notwithstanding anything in this Lease to the contrary, Exhibit B and this Section 4.3.2 shall be automatically revised to conform to any modifications to the methodology for calculating the SCE Representative Rate ordered by FERC in its decisions approving Lessee's rate methodology for

recovery of costs associated with this Lease. For the avoidance of doubt, except to the extent permitted under Section 4.3.3, Lessee shall not seek to modify the SCE Representative Rate as approved by FERC as of the Effective Date.

(a) The model in Exhibit B calculates the SCE Representative Rate using the following inputs: (1) SCE's capital structure fixed at 50% equity and 50% debt (2) SCE's authorized return on equity for its FERC-jurisdictional transmission assets as of the Effective Date of [\_\_\_\_%], (3) SCE's state income tax rate fixed as of the Effective Date of [\_\_\_\_%] and federal income tax rate fixed as of the Effective Date of [\_\_\_\_%], (4) SCE's estimated debt rate, which is the average of the five-day average of each of Moody's A 30-year Utility Bond Index and Moody's Baa 30-year Utility Bond Index as set forth in the Bloomberg LLC system, mnemonics \_\_\_\_\_ and \_\_\_\_\_ as of the Effective Date, equaling [\_\_\_\_]%, (5) the actual Costs of Transfer Capability of \$[\_\_\_\_\_], and (6) the portion of the actual Costs of Transfer Capability that is SCE's actual AFUDC, if any, of \$[\_\_\_\_\_]. *[Note to form: The bracketed numbers above and the final model as of the Effective Date should be populated with SCE's authorized return on equity for its FERC-jurisdictional transmission assets, SCE's state and federal income tax rates, the actual average of the five-day average of Moody's A 30-year Utility Bond Index and Moody's Baa 30-year Utility Bond Index, the actual Costs of Transfer Capability, and the portion of the actual Costs of Transfer Capability that is actual SCE AFUDC, if any, all of which should be known at the time of execution.]*

(b) In connection with the filing of its initial application seeking FERC approval of its annual fixed rate methodology for recovery of the costs described in this Section 4.3.2, Lessee has demonstrated to FERC that its proposed rate methodology (including any of the adjustments described under Section 8.3) results in an annual fixed rate that does not exceed the SCE Representative Rate (which also shall include any adjustments described under Section 8.3).

(c) In connection with the consummation of the debt financing transaction for this Lease, and at such time as Lessee submits its compliance filing to FERC showing its actual rates based on the FERC-approved annual fixed rate methodology, Lessee shall demonstrate to FERC that its FERC-approved annual fixed rate for recovery of the costs described in this Section 4.3.2 (excluding any of the adjustments described under Section 8.3) does not exceed the SCE Representative Rate (which does not include any of the adjustments described under Section 8.3).

(d) In the event Lessee is not able to demonstrate to the FERC that its fixed annual rate (excluding any of the adjustments described under Section 8.3) does not exceed the SCE Representative Rate (which also does not include any of the adjustments described under Section 8.3), then Lessee agrees to limit or cap its fixed annual rate (excluding any of the adjustments described under

Section 8.3) to equal the SCE Representative Rate (which also does not include any of the adjustments described under Section 8.3).

Section 4.3.3 Waiver of Section 205/206 Rights. Except to the extent a change in law, rule, or regulation results in any new taxes, income taxes, Property Taxes, fees or other charges being levied by a Governmental Authority, to the fullest extent permitted by applicable law, Lessee, for itself and its successors and assigns, shall waive any rights it can or may have, now or in the future, whether under Sections 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and Lessee covenants and agrees not at any time to seek to so obtain, an order from FERC changing the FERC-approved fixed rate for recovery of the costs described in Section 4.3.2 above. For the avoidance of doubt, to the extent a change in law, rule, or regulation results in any new taxes, income taxes, property taxes, fees or other charges being levied by a Governmental Authority, Lessee may seek approval for inclusion in its rates an allowance to recover any such new taxes, income taxes, Property Taxes, fees or other charges. SCE shall fully support, through timely intervention and active participation in any proceeding relating to or affecting Lessee's rates, Lessee's recovery and implementation of rates conforming to the provisions of this Lease in accordance with Section 205 of the Federal Power Act and orders issued by FERC thereunder in order that Lessee may acquire, finance, operate and maintain its leasehold interest in the Subject Facilities. SCE acknowledges that among other things, Lessee has sought recovery of and SCE will support Lessee as a PTO seeking to recover from CAISO Eligible Customers in its transmission revenue requirement for the Subject Facilities (a) all prudently incurred pre-commercial operations costs in current rates, (b) all costs of abandoned facilities, provided such abandonment is due to factors beyond Lessee's control, and (c) all capital requirements as described in Section 4.3.2 above. SCE's support shall include providing FERC with assurances that all costs sought to be recovered by Lessee through its rates that were originally incurred by SCE were prudently incurred.

Section 4.3.4 Credits. Lessee shall credit to CAISO Eligible Customers any revenues that are derived from, or associated with, this Lease that are in addition to its cost-of-service recovery described above, including any tax credit payments from SCE under Section 8.3. Lessee's obligations under this Section 4.3.4 shall be satisfied by crediting any such revenues against costs that it seeks to recover in its rates.

## **ARTICLE V. MEETINGS; OTHER AGREEMENTS**

Section 5.1 Meetings. Either Party may call a meeting for the purpose of discussing the Subject Facilities upon reasonable advance notice and in coordination with the other Party. For avoidance of doubt, SCE shall be solely responsible for and shall make all final decisions with respect to the development, design, permitting, engineering, procurement, construction, commissioning, upgrades, capital expenditures, repairs, replacement, renewals, operation and maintenance of the Subject Facilities; provided, however, that SCE shall (a) provide Lessee with such information regarding the development, design, permitting, engineering, procurement, construction, commissioning, upgrades, capital expenditures, repairs, replacement, renewals, operation, and maintenance of the Subject Facilities as may reasonably be requested by Lessee, and (b) promptly inform Lessee of any material change or development

regarding the foregoing that would significantly impact Lessee or the Lessee Transfer Capability.

Section 5.2 SCE Covenants.

Section 5.2.1 SCE Provision of Cost Recovery. During the Term, if (a) SCE is no longer part of the CAISO or a successor regional transmission entity that has Operational Control over SCE's transmission system and (b) SCE has Operational Control over the Lessee Transfer Capability, then SCE shall guarantee or financially support (as applicable under the circumstances) the receipt by Lessee of any and all costs specified in Sections 4.3.1 and 4.3.2 as if Lessee were still recovering these costs under its FERC-filed and accepted transmission service tariff; provided, however, that if SCE is not then recovering any of the costs of SCE's transmission system through regulated, cost of service rates, SCE's guarantee or financial support shall be limited to debt service payments due to Lessee's lenders (but not any other costs specified in Sections 4.3.1 or 4.3.2). While SCE is part of the CAISO or a successor regional transmission entity that has Operational Control over SCE's transmission system, SCE shall assist Lessee in obtaining, but not be required to guarantee or financially support, Lessee's recovery of costs incurred pursuant to this Lease.

Section 5.2.2 Information Sharing. Upon reasonable notice and during regular business hours, and subject to Lessee entering into customary non-disclosure agreements, SCE shall allow Lessee access to the Subject Facilities site and to SCE's Project-related personnel, contracts, books and records, and other documents and data of SCE relating to the Project and provide other information related to the Subject Facilities as may be reasonably requested by Lessee, including but not limited to:

- (a) Costing information to ensure that costs for the Subject Facilities are allocated to appropriate portions of the Subject Facilities and that SCE keeps its accounts and provides sufficient information to Lessee to allow Lessee to review those allocations and accounts on an on-going basis;
  - (b) Permitting information;
  - (c) Plans, specifications, design, or maps of the Subject Facilities;
- and
- (d) Contracts reasonably deemed material that affect the development, design, permitting, engineering, procurement and construction of the Subject Facilities.

Section 5.2.3 ROW Grant Fees. SCE covenants that the fees payable by SCE to Morongo pursuant to the ROW Grant and the ROW Agreement will be characterized as "non-capitalized land lease costs" as such term is used in Section 4.1.2.

Section 5.3 Lessee Covenants.

Section 5.3.1 Information Sharing. Upon reasonable notice, Lessee shall provide information related to the Subject Facilities as may be reasonably requested by SCE.

Section 5.3.2 Control. At all times during the Term, Lessee shall execute any documents reasonably requested by SCE and provide any other cooperation reasonably requested by SCE in order to cause the Lessee Transfer Capability to be under the Operational Control of the CAISO (or any successor System Operator).

## **ARTICLE VI. EVENTS OF DEFAULT; REMEDIES**

Section 6.1 Events of Default. An “Event of Default” shall mean, with respect to either Party (a “Defaulting Party”), the occurrence of any of the following:

Section 6.1.1 Failure to Make Payment. A Party shall fail to make payments for amounts due under this Lease within thirty (30) days after notice that such payment is past due.

Section 6.1.2 Failure to Perform. A Party shall fail to comply with any other material provision of this Lease (other than failures covered by Section 6.1.1), and any such failure shall continue uncured for thirty (30) days after notice thereof; provided, however, that if such failure is not capable of being cured within such period of thirty (30) days with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time so long as the Defaulting Party is exercising commercially reasonable efforts to cure such failure.

Section 6.1.3 Failure of Representation. Any representation made by a Party hereunder shall fail to be true in any material respect at the time such representation is given and such failure shall not be cured within thirty (30) days after notice thereof by the non-Defaulting Party.

Section 6.1.4 CAISO Control. If, due to any action or inaction of Lessee, any of the Lessee Transfer Capability shall fail to be:

(a) provided for the benefit of and made available to CAISO Eligible Customers at rates, terms and conditions deemed just and reasonable and not unduly discriminatory by FERC pursuant to Section 205 of the Federal Power Act; or

(b) in the Balancing Authority Area and under the Operational Control of the CAISO or a successor System Operator; and any such failure shall continue uncured for ninety (90) days after Notice thereof from SCE to Lessee.

Section 6.1.5 Assignment. The failure to comply with the assignment and subletting provisions of Section 11.1 and Section 11.2.

Section 6.1.6 Bankruptcy. Such Party becomes bankrupt.

Section 6.2 Remedies. Subject to Article XII and Section 6.3, if an Event of Default occurs and is continuing, the non-Defaulting Party shall have the right to pursue all remedies available at law or in equity, including without limitation, the right to institute an action, suit or proceeding in equity for specific performance of the obligations under this Lease.

Section 6.3 Limitation on Liability. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCT, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES TO BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY (OTHER THAN INJUNCTIVE RELIEF AS PROVIDED IN THIS LEASE) ARE WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, LOST PROFITS, BUSINESS INTERRUPTION OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER ANY THEORY, INCLUDING BY STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, UNDER ANY INDEMNITY PROVISIONS SET FORTH IN THIS LEASE OR OTHERWISE, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER OR TERMINATION OF THIS LEASE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. NOTHING IN THIS SECTION PREVENTS OR IS INTENDED TO PREVENT A PARTY FROM SEEKING SPECIFIC PERFORMANCE UNLESS PERFORMANCE IS OTHERWISE EXCUSED HEREIN. THE PROVISIONS OF THIS SECTION 6.3 SHALL NOT BE CONSTRUED TO RELIEVE ANY INSURER OF ITS OBLIGATION TO PAY ANY INSURANCE PROCEEDS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF VALID AND ENFORCEABLE INSURANCE POLICIES.

## **ARTICLE VII. REPRESENTATIONS AND WARRANTIES**

Section 7.1 SCE. As of the Effective Date, SCE represents and warrants as follows:

Section 7.1.1 Organization and Existence. SCE is a duly organized and validly existing corporation in good standing under the laws of the State of California and is qualified to transact business in all jurisdictions where the ownership of its properties or its operations require such qualification, except where the failure to so qualify would not have a material adverse effect on its financial condition, its ability to own its properties or transact its business, or to carry out the transactions and activities contemplated hereby.

Section 7.1.2 Execution, Delivery and Enforceability. SCE has full corporate power and authority to carry on its business as now conducted, enter into, and to carry out its obligations under this Lease. The execution, delivery and performance by SCE of this Lease, and the consummation of the transactions and activities contemplated under this Lease, have been duly authorized by all necessary corporate action required on the part of SCE. This Lease has been duly and validly executed and delivered by SCE and constitutes the valid and legally binding obligations of SCE, enforceable against SCE in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

Section 7.1.3 No Violation. None of the execution and delivery of this Lease, the compliance with any provision hereof, nor the consummation of the transactions and activities contemplated hereby will: (a) violate or conflict with, or result in a breach or default under, any provisions of the articles of incorporation or bylaws of SCE; or (b) violate or conflict with, or result in a breach or default under, any applicable law or regulation of any Governmental Authority, or any material agreement to which SCE is a party or by which its assets are bound, other than such violations, conflicts, breaches or defaults which, in the aggregate, would not have a material adverse effect on SCE's performance of its obligations under this Lease. [*Confirm that there will not be any outstanding regulatory consents required upon the Effective Date.*]

Section 7.2 Lessee. As of the Effective Date, Lessee represents and warrants as follows:

Section 7.2.1 Organization and Existence. Lessee is a duly organized and validly existing limited liability company in good standing under the laws of Delaware and is qualified to transact business in all jurisdictions where the ownership of its properties or its operations require such qualification, except where the failure to so qualify would not have a material adverse effect on its financial condition, its ability to own its properties or transact its business, or to carry out the transactions and activities contemplated hereby.

Section 7.2.2 Execution, Delivery and Enforceability. Lessee has full limited liability company power and authority to carry out its obligations under this Lease. The execution, delivery and performance by Lessee of this Lease, and the consummation of the transactions and activities contemplated under this Lease, have been duly authorized by all necessary limited liability company action required on the part of Lessee. This Lease has been duly and validly executed and delivered by Lessee and constitutes the valid and legally binding obligations of Lessee, enforceable against Lessee in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

Section 7.2.3 No Violation. None of the execution and delivery of this Lease, the compliance with any provision hereof, nor the consummation of the transactions and activities contemplated hereby will: (a) violate or conflict with, or result in a breach or default under, any provisions of the certificate of formation or operating agreement of Lessee; or (b) violate or conflict with, or result in a breach or default under, any applicable law or regulation of any Governmental Authority or any material agreement to which Lessee is a party or by which its assets are bound, other than such violations, conflicts, breaches or defaults which, in the aggregate, would not have a material adverse effect on Lessee's performance of its obligations under this Lease. [*Confirm that there will not be any outstanding regulatory consents required upon the Effective Date.*]

Section 7.2.4 No Objection to Current Design. Lessee has no objection to the proposed schedule, plans, specifications, and design of the Subject Facilities to the extent described in SCE's CPCN Application, the Final EIR/EIS, and the CPCN Decision.

## ARTICLE VIII. TAXES AND ASSESSMENTS

Section 8.1 Property Taxes. The Parties contemplate that the Property Taxes on the Subject Facilities will be assessed by the California State Board of Equalization. If the Property Taxes on the Subject Facilities are assessed against and paid by SCE and no Property Taxes are assessed on the Lessee Transfer Capability against Lessee, then the Additional Rent for any period shall include the Applicable Portion of Property Taxes for such period. If the Property Taxes on the Subject Facilities are assessed against and paid by both SCE and Lessee, then the Additional Rent for any period shall be adjusted so that Lessee bears the cost of the Applicable Portion of Property Taxes either by reimbursement to SCE or payment directly to taxing authorities and SCE bears the remainder of the costs of such Property Taxes. If during the Term the regulatory regime by which Property Taxes are assessed shall change, then the Parties shall make appropriate adjustments to this Section 8.1 so that Lessee bears the cost of the Applicable Portion of Property Taxes either by reimbursement to SCE or payment directly to taxing authorities.

Section 8.2 Section 467 Rental Agreement. It is the intention of the Parties that (a) this Lease constitute a "Section 467 rental agreement" within the meaning of Section 467(d)(1) of the U.S. Internal Revenue Code and (b) that prepaid rent accrue for U.S. tax purposes in accordance with Section 467(b)(1) of the U.S. Internal Revenue Code, and the provisions of this Lease shall to the fullest extent feasible be construed consistent with such intention. Attached hereto as Exhibit C is a schedule allocating the Prepaid Rent over the Term, and as shown on such schedule, the Parties shall treat items of income and expense in a reciprocal manner. The Parties shall report the Prepaid Rent as accruing for tax purposes quarterly in arrears. The Parties shall treat the Prepaid Rent to the extent it exceeds the rent that has accrued as a loan by Lessee to SCE that bears interest at a rate equal to 110% of the "applicable federal rate" as required by Section 467(e)(4) of the U.S. Internal Revenue Code. [*Note to form: the final execution version should include the final Exhibit C.*]

Section 8.3 Tax Benefits. As the owner of the residual interest in the Lessee Transfer Capability after the expiration or earlier termination of this Lease, SCE may be deemed to be the tax owner of the entire Subject Facilities and may be entitled to receive tax credits or benefits, including bonus tax depreciation deductions, in connection with its ownership of the Subject Facilities that Lessee may not be entitled to receive in connection with its ownership of a leasehold interest in the Subject Facilities. To the same extent that SCE seeks such tax credits or benefits related to its interest in the Subject Facilities, SCE shall also seek such tax credits or benefits related to Lessee's interest in the Subject Facilities. To the extent SCE realizes such tax credits or benefits related to Lessee's interest in the Subject Facilities and only to the extent such tax credits or benefits are not already accounted for in the SCE Representative Rate model, SCE shall pay or credit to Lessee each year an amount equal to the annual revenue requirement reduction SCE could have realized from ratepayers if SCE could reduce its rates associated with such tax credits or benefits related to Lessee's interest in the Subject Facilities, as may be reasonable and appropriate for the particular tax credit or benefit. The Parties acknowledge that neither the tax credits or benefits that SCE may be entitled to nor the potential reduction in SCE's rates associated with such tax credits or benefits, each as described under this Section 8.3, are fully known to the Parties as of the Effective Date.

Accordingly, the Parties shall cooperate to determine a reasonable and equitable payment amount under this Section 8.3 each year of the Term.

## **ARTICLE IX. INSURANCE; INDEMNITY**

Section 9.1 Insurance. SCE shall insure the Subject Facilities in accordance with its standard practices with respect to transmission projects. If SCE does not apply the insurance proceeds it receives directly attributable to the damage or destruction of the Subject Facilities toward the repair, reconstruction, or replacement of the Subject Facilities, SCE shall pay to Lessee a pro rata share of such insurance proceeds to the extent of its interest remaining in the Subject Facilities. If SCE does apply the insurance proceeds it receives directly attributable to the damage or destruction of the Subject Facilities toward the repair, reconstruction, or replacement of the Subject Facilities and SCE incurs additional capital costs (including any deductibles) beyond such insurance proceeds for the repair, reconstruction or replacement of the Subject Facilities, the Lessee Percentage Interest shall be adjusted pursuant to Section 3.5 in respect of such additional capital costs only (and not in respect of the insurance proceeds).

Section 9.2 Indemnity. A Party shall not be liable to the other Party for any injury to person or death or damage to property to the extent caused by or arising as a result of the gross negligence or willful misconduct of such other Party, its officers, employees, representatives, advisors, contractors or agents, or to the extent caused by or arising as a result of the gross negligence or willful misconduct of any other person (other than such first Party or its employees, contractors or agents) entering upon the Subject Facilities site under invitation of such other Party, and such other Party agrees to indemnify, defend and hold harmless such first Party and its successors, assigns, officers, employees, representatives, advisors, contractors and agents from any liability, loss, claim, damage, cost or expense suffered or incurred by such first Party by reason of any such damage, injury or death.

## **ARTICLE X. CASUALTY; CONDEMNATION; FORCE MAJEURE**

Section 10.1 Condemnation. In the event all or a portion of the Subject Facilities are temporarily or permanently condemned, each Party shall be entitled to separately apply for and claim all compensation from the condemning entity and be entitled to whatever it is awarded.

Section 10.2 Casualty. In the event of a casualty affecting the Subject Facilities, SCE shall seek to restore service on the Subject Facilities consistent with its general practices applicable to its transmission system.

Section 10.3 Force Majeure. Notwithstanding anything in this Lease to the contrary, if a Party's performance is impacted by Force Majeure, the affected Party shall be excused from performing its affected obligations under this Lease (other than the obligation to make payments with respect to obligations arising prior to the event of Force Majeure) and shall not be liable for damages or other liabilities due to its failure to perform, during any period (but no longer than six (6) months) that such Party is unable to perform due to an event of Force Majeure; provided, however, that the Party declaring an event of Force Majeure shall: (a) act expeditiously to resume performance; and (b) exercise all commercially reasonable efforts to mitigate or limit damages to the other Party. A Party unable to perform under this Lease due to

an event of Force Majeure shall: (i) provide prompt written notice of such event of Force Majeure to the other Party, which shall include an estimate of the expected duration of the Party's inability to perform due to the event of Force Majeure; and (ii) provide prompt notice to the other Party when performance resumes.

## **ARTICLE XI. ASSIGNMENT AND SUBLETTING**

Section 11.1 No Sublet. Lessee shall not sublet all or any portion of the Lessee Transfer Capability.

Section 11.2 Assignment. Neither Party shall assign this Lease, or its rights or obligations hereunder, without the prior written consent of the other Party, which consent may be granted or withheld in its sole discretion; provided, however, that no such consent shall be required for (a) subject to Section 11.3, a collateral assignment of, or creation of a security interest in, this Lease in connection with any financing or refinancing of the Subject Facilities or the Rent due hereunder, or any foreclosure sale or deed in lieu of foreclosure in connection with the exercise of remedies under such collateral assignment or security interest, or (b) in the case of SCE, an assignment in connection with the merger of SCE with, or the acquisition of substantially all of the transmission assets of SCE by, an entity with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of SCE. For purposes hereof, the transfer of more than fifty percent (50%) of the equity ownership or voting interest of any Party (or any parent entity holding directly or indirectly at least fifty percent (50%) of the equity ownership or voting interest of such Party) to a person that is not an Affiliate of such Party shall also constitute an assignment of this Lease requiring the other Party's prior written consent except in the case where the resulting controlling person is an entity that holds an ownership interest in Lessee as of the Effective Date. In addition, any transfer of an ownership interest in Lessee (other than a transfer to an entity that holds an ownership interest in Lessee as of the Effective Date) shall also constitute an assignment of this Lease requiring SCE's prior written consent. Notwithstanding anything in this Lease to the contrary, no consent shall be required for an assignment (including a transfer of ownership interests in the Lessee) to the lenders of Lessee or their nominee on enforcement of any security interest.

Section 11.3 Form of Consent to Collateral Assignment. In connection with any financing or refinancing of the Lessee Transfer Capability, Lessee and SCE shall, and Lessee shall cause each lender to, enter into a consent to collateral assignment (the "Collateral Assignment Agreement") substantially in the form attached as Exhibit D hereto. Lessee agrees that it will not take any of the actions described in Section 1.5 of the Collateral Assignment Agreement without the prior written consent of the assignee thereunder, and that it will deliver to such assignee a copy of all notices required to be delivered to the assignee by SCE pursuant to Section 1.9 of the Collateral Assignment Agreement. [*Note to form: Conform to final version of Collateral Assignment Agreement*]. SCE shall provide any estoppels and other acknowledgements regarding this Lease as Lessee's lenders may reasonably request. If Lessee's lenders seek clarifications, amendments or modifications of this Lease, the Parties will exercise good faith efforts to accommodate such requests; provided, however, that no Party is hereby committing itself to any such clarification, amendment or modification of this Lease

which, in such Party's sole discretion, would impair or interfere with the benefits that a Party expects to derive from its participation in the Project.

Section 11.4 Right of First Refusal. Except (a) in connection with a collateral assignment under clause (a) of Section 11.2 above or (b) in connection with any foreclosure sale or deed in lieu of foreclosure in connection with the exercise of remedies under such collateral assignment, SCE shall have the right of first refusal with respect to any proposed assignment by Lessee of all or any portion of its interest in this Lease (including any deemed assignment resulting from any change of control of a Party or transfer of ownership interest in Lessee pursuant to Section 11.2 above excluding, in either case, any assignment or transfer to an entity that holds an ownership interest in Lessee as of the Effective Date). In the event Lessee receives a bona fide offer from an unaffiliated third party to purchase all or any portion of the interest of Lessee in this Lease that Lessee desires to accept, Lessee shall provide SCE with a copy of the bona fide third party purchase offer within five (5) Business Days following receipt thereof. For a period of ninety (90) days following SCE's receipt of the bona fide third party purchase offer, SCE shall have the right to purchase such interest as set forth in the offer on the same terms and conditions set forth in such offer and to conduct due diligence regarding the contemplated purchase. In the event that SCE elects to exercise its right, SCE and Lessee shall close the purchase and sale of the interest in this Lease upon the terms and conditions contained in the offer. In the event that SCE elects not to exercise its right and subject to SCE's prior written consent under Section 11.2 above, Lessee shall be free to sell such interest to the third party that made the offer on terms and conditions no more favorable to Lessee than those contained in the offer. In the event that such sale is not consummated within twenty-four (24) months following SCE's failure to exercise this right of first refusal, then SCE's right of first refusal shall be revived with respect to seek sale. In the event that there is a material revision in any offer in favor of any prospective purchaser, then SCE's right of first refusal shall be revived so that SCE again has the right of first refusal to purchase the interest in this Lease on the revised terms.

## **ARTICLE XII. DISPUTE RESOLUTION**

Section 12.1 Intent of the Parties. The sole procedure to resolve any claim arising out of or relating to this Lease or any related agreement is the dispute resolution procedure set forth in this Article XII; provided, however, that either Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case both Parties nonetheless will continue to pursue resolution of the dispute by means of this procedure and nothing in this Section 12.1 shall restrict the rights of any party to file a complaint with the FERC under relevant provisions of the Federal Power Act.

**Section 12.2** Management Negotiations. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Lease or any related agreements by prompt negotiations between each Party's authorized representatives. If the matter is not resolved thereby, either Party's authorized representative may request in writing that the matter be referred to the designated senior officers of their respective companies that have corporate authority to settle the dispute. Within five (5) Business Days after such referral date (the "Referral Date"), each Party shall provide one another Notice confirming the referral

and identifying the name and title of the senior officer who will represent such Party. Within five (5) Business Days after such Referral Date, the senior officers shall establish a mutually acceptable location and date to meet which shall not be greater than thirty (30) days after such Referral Date. After the initial meeting date, the senior officers shall meet, as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. All communication and writing exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process between the Parties. If the matter is not resolved within forty-five (45) days of such Referral Date, or if either Party refuses or does not meet within the thirty (30) day period specified above, either Party may initiate arbitration of the controversy or claim by providing notice of a demand for binding arbitration **before a single, neutral arbitrator (“Arbitrator”) at any time thereafter.**

### Section 12.3 Arbitration.

Section 12.3.1 Arbitrator. The Parties will cooperate with one another in selecting the Arbitrator from the panel of neutrals from Judicial Arbitration and Mediation Services, Inc. (“JAMS”), its successor, or any other mutually acceptable non-JAMS Arbitrator sixty (60) days after notice of the demand for arbitration and shall further cooperate in scheduling the arbitration to commence no later than one hundred eighty (180) days from the date of notice of the demand. If, notwithstanding their good faith efforts, the Parties are unable to agree upon a mutually-acceptable Arbitrator in accordance with the preceding sentence, the Arbitrator shall be appointed as provided for in California Code of Civil Procedure Section 1281.6. To be qualified as an Arbitrator, each candidate must be a retired judge of a trial court of any state or federal court, or retired justice of any appellate or supreme court. Upon notice of a Party’s demand for binding arbitration, such dispute submitted to arbitration, including the determination of the scope or applicability of this Lease to arbitrate, shall be determined by binding arbitration before the Arbitrator, in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

Section 12.3.2 Rules and Procedures. Except as provided for herein, the arbitration shall be conducted by the Arbitrator in accordance with the rules and procedures for arbitration of complex business disputes for the organization with which the Arbitrator is associated. Absent the existence of such rules and procedures, the arbitration shall be conducted in accordance with the California Arbitration Act, California Code of Civil Procedure Section 1280 et seq. and California procedural law (including the Code of Civil Procedure, Civil Code, Evidence Code and Rules of Court, but excluding local rules). Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, the place of the arbitration shall be in Los Angeles County, California.

Section 12.3.3 Discovery. Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, discovery will be limited as follows:

- (a) Before discovery commences, the Parties shall exchange an initial disclosure of all documents and percipient witnesses which they intend to rely

upon or use at any arbitration proceeding (except for documents and witnesses to be used solely for impeachment);

(b) The initial disclosure will occur within thirty (30) days after the initial conference with the Arbitrator or at such time as the Arbitrator may order;

(c) Discovery may commence at any time after the Parties' initial disclosure;

(d) The Parties will not be permitted to propound any interrogatories or requests for admissions;

(e) Discovery will be limited to twenty-five (25) document requests (with no subparts), three (3) lay witness depositions, and three (3) expert witness depositions (unless the Arbitrator holds otherwise following a showing by the Party seeking the additional documents or depositions that the documents or depositions are critical for a fair resolution of the dispute or that a Party has improperly withheld documents);

(f) Each Party is allowed a maximum of three (3) expert witnesses, excluding rebuttal experts;

(g) Within sixty (60) days after the initial disclosure, or at such other time as the Arbitrator may order, the Parties shall exchange a list of all experts upon which they intend to rely at the arbitration proceeding;

(h) Within thirty days (30) after the initial expert disclosure, the Parties may designate a maximum of two (2) rebuttal experts;

(i) Unless the Parties agree otherwise, all direct testimony will be in form of affidavits or declarations under penalty of perjury; and

(j) Each Party shall make available for cross examination at the arbitration hearing its witnesses whose direct testimony has been so submitted.

Section 12.3.4 Court Reporter. Unless otherwise agreed to by the Parties, all proceedings before the Arbitrator shall be reported and transcribed by a certified court reporter, with each Party to the dispute bearing an equal share of the court reporter's fees.

Section 12.3.5 Arbitration Decision. At the conclusion of the arbitration hearing, the Arbitrator shall prepare in writing and provide to the Parties a decision setting forth factual findings, legal analysis, and the reasons on which the Arbitrator's decision is based. The Arbitrator shall also have the authority to resolve claims or issues in advance of the arbitration hearing that would be appropriate for a California superior court judge to resolve in advance of trial. The Arbitrator shall not have the power to commit errors of law or fact, or to commit any abuse of discretion, that would constitute reversible error had the decision been rendered by a California superior court. The Arbitrator's decision may be vacated or corrected on appeal to a California court of competent jurisdiction for such error. The Arbitrator shall

have no power to make an award or impose a remedy that is inconsistent with this Section 12.3. However, subject to this Section 12.3, the Arbitrator shall have the authority to grant any form of equitable or legal relief a party might recover in a court action. Judgment on the award may be entered in any court having jurisdiction.

**Section 12.3.6 Prevailing Party.** The Arbitrator shall, in any award, allocate all of the costs of the binding arbitration (other than each Party's individual attorneys' fees and costs related to the Party's participation in the arbitration, which fees and costs shall be borne by such Party), including the fees of the Arbitrator and any expert witnesses, against the Party who did not prevail. Until such award is made, however, the Parties shall share equally in paying the costs of the arbitration.

**Section 12.4 Enforcement of Award.** By execution and delivery of this Lease, each Party hereby (a) accepts and consents to the use of binding arbitration pursuant to the procedures described in this Article XII, and, solely for purposes of the enforcement of an arbitral award under this Section 12.4, to the jurisdiction of any court of competent jurisdiction, for itself and in respect of its property, and (b) waives, solely for purposes of the enforcement of an arbitral award under this Section 12.4, in respect of both itself and its property, all defenses it may have as to or based on jurisdiction, improper venue or forum non conveniens. Each Party hereby irrevocably consents to the service of process or other papers by the use of any of the methods and to the addresses set out for the giving of notices in Section 13.1 hereof. Nothing herein shall affect the right of each Party to serve such process or papers in any other manner permitted by law.

**Section 12.5 Performance during Arbitration.** While resolution of any dispute is pending, each Party shall continue to perform its obligations hereunder (unless such Party is otherwise entitled to suspend its performance hereunder or terminate this Lease in accordance with the terms hereof), and no Party shall refer or attempt to refer the matter in dispute to a court or other tribunal in any jurisdiction, except as provided in this Article XII.

## **ARTICLE XIII. MISCELLANEOUS**

**Section 13.1 Notices.** Unless otherwise specified herein, all notices shall be in writing and delivered by hand, overnight courier or facsimile (provided a copy is also sent by overnight courier) to the applicable addresses below. Notice shall be effective in case of delivery by hand or facsimile on the next Business Day after it is sent, or in the case of delivery by overnight courier, on the later of the next Business Day after it is sent or on the first day after it is sent on which the overnight courier guarantees delivery. A Party may change its address for notices by providing notice of the same in accordance with this Section 13.1.

If to SCE:  
Southern California Edison Company  
2244 Walnut Grove Avenue  
Rosemead, CA 91770  
Attention: Treasurer  
Fax: (626) 302-4510

With a copy to:  
Southern California Edison Company  
2244 Walnut Grove Avenue  
Rosemead, CA 91770  
Attention: General Counsel  
Fax: (626) 302-3720

and

*[Name and address of Lender]*

If to Lessee:

Morongo Transmission LLC  
c/o Morongo Band of Mission Indians  
12700 Pumarra Rd.  
Banning, CA 92220  
Attention: Roger Meyer, CEO  
Fax: (951) 849-5108

With copies to:

**Forman & Associates**  
**Attorneys at Law**  
**4340 Redwood Highway,**  
**Suite E352**  
**San Rafael, CA 94903**  
**Attention: George Forman**  
**Fax: (415) 491-2313**

and

Whalen LLP  
19000 MacArthur Boulevard, Suite 600  
Irvine, CA 92612  
Attention: Michael Whalen  
Fax: (714) 408-7446

and

*[Name and address of Lender]*

*[Notice information to be confirmed.]*

Section 13.2 Confidentiality. During the Term and for a period of three (3) years after the expiration the Term, the Parties shall keep confidential any confidential information relating to the Subject Facilities obtained from the other Party, and shall refrain from using, publishing or revealing such confidential information without the prior written consent of the Party whose confidential information the disclosing Party is seeking to disclose, unless: (a) compelled to disclose such document or information to a securities exchange or by judicial, regulatory or administrative process or other provisions of law; (b) such document or information is generally available to the public; (c) such document or information was available to the disclosing Party on a non-confidential basis; (d) such document or information was available to the disclosing Party on a non-confidential basis from a third-party; provided, however, that the disclosing Party does not know, and, by reasonable effort, could not know that such third-party is prohibited from transmitting the document or information to the receiving Party by a contractual, legal or fiduciary obligation; or (e) such document or information is necessary to support a rate case or other regulatory filing with a Governmental Authority; provided, however, that the Party disclosing such document or information must make reasonable efforts to maintain confidentiality with respect to any proprietary information.

Section 13.3 Public Relations. The Parties will cooperate in good faith with each other and, to the extent reasonable, seek mutual approval with respect to any public announcements regarding this Lease or the Subject Facilities.

Section 13.4 Governing Law. This Lease and obligations hereunder shall be governed by the applicable laws of the State of California, without regard to principles of conflicts of law.

Section 13.5 No Amendments or Modifications. This Lease shall not be amended, modified, terminated, discharged or supplemented, nor any provision hereof waived, unless mutually agreed to in writing by the Parties. If and to the extent that the CAISO Agreements are amended or modified such that a Party or the Parties can no longer comply with the terms of this Lease, the Parties shall negotiate in good faith to amend or modify this Lease to effectuate the same intent and essential purpose of this Lease as of the Effective Date in light of the CAISO Agreements' amendment or modification, and neither Party shall unreasonably refuse to agree to any such necessary modification that does not have an adverse impact on the Party to which a request for modification is made. In the event that any applicable law is amended or modified such that a Party or the Parties can no longer comply with the terms of this Lease, or the benefits received by or burdens imposed upon the Parties with respect to this Lease are substantially reduced or increased, as the case may be, the Parties shall negotiate in good faith to amend or modify this Lease to effectuate the same intent and essential purpose of this Lease, or to provide for the same essential benefits and burdens anticipated by the Parties with respect to this Lease, as of the Effective Date.

Section 13.6 Delay and Waiver. Except as otherwise provided in this Lease, no delay or omission to exercise any right, power or remedy accruing to the respective Parties hereto upon any breach or default of any other Party under this Lease shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or

approval of any kind or character of any breach or default under this Lease, or any waiver of any provision or condition of this Lease, must be in writing and shall be effective only to the extent specifically set forth in such writing.

Section 13.7 Entirety; Conflicts. This Lease, together with its exhibits, constitute the entire agreement between the Parties hereto. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. In the event of any conflicts or inconsistencies between the terms of this Lease and the DCA, the terms of this Lease shall govern and prevail.

Section 13.8 Relationship of the Parties. Except as otherwise set forth herein, this Lease shall not make any of the Parties partners or joint venturers one with the other, nor make any the agent of the others. Except as otherwise explicitly set forth herein, no Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party. Notwithstanding anything to the contrary, no fiduciary duty or fiduciary relationship shall exist between the Parties.

Section 13.9 Good Faith. In carrying out its obligations and duties under this Lease, each Party shall have an implied obligation of good faith.

Section 13.10 Successors and Assigns. This Lease shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.

Section 13.11 Third Parties. This Lease is intended solely for the benefit of the Parties. Nothing in this Lease shall be construed to create any duty or liability to, or standard of care with reference to, any Person other than the Parties.

Section 13.12 Headings. The headings contained in this Lease are solely for the convenience of the Parties and should not be used or relied upon in any manner in the construction or interpretation of this Lease.

Section 13.13 Construction of Lease. Ambiguities or uncertainties in the wording of this Lease shall not be construed for or against any Party either on account of such Party having drafted or provided any language in this Lease or otherwise, and shall be construed in accordance with the fair meaning of this Lease.

Section 13.14 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original.

Section 13.15 No Personal Liability. Each action or claim of any Party arising under or relating to this Lease shall be made only against the other Party as a corporation or limited liability company, and any liability relating thereto shall be enforceable only against the assets of such Party. No Party shall seek to impose any liability relating to, or arising from, this Lease against any shareholder, manager, member, employee, officer or director of the other party. Notwithstanding anything in Section 13.11 or elsewhere in this Lease, each of such persons is

an intended beneficiary of the mutual promises set forth in this section and shall be entitled to enforce the obligations of this section.

Section 13.16 Memorandum. Concurrently with the execution and delivery of this Lease, the Parties will execute a memorandum of this Lease in the form attached as Exhibit F hereto (the "Memorandum"), which Memorandum shall be recorded in the official real estate records of the counties in California in which the Subject Facilities are located. The provisions of this Lease will control with regard to any provisions of this Lease that may be in conflict with the Memorandum. Upon termination of this Lease, the Parties will execute an instrument evidencing such termination, which instrument shall also be recorded in such official real estate records.

Section 13.17 Payments to Lessee. All payments to be made by Lessor to Lessee under or by reason of this Lease shall be made directly to Lessee's lenders pursuant to the provisions of Section 2.1 of the Collateral Assignment Agreement. [*Note to form: Conform to final version of Collateral Assignment Agreement*].

[Signature page follows]

IN WITNESS WHEREOF, the Parties have signed this Lease as of the Effective Date.

SCE:

Southern California Edison Company, a California corporation

By: \_\_\_\_\_  
Name:  
Title:

LESSEE:

Morongo Transmission LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:



EXHIBIT A

ADDITIONAL RENT

(to be attached to final Lease)

EXHIBIT B

MODEL FOR SCE REPRESENTATIVE RATE

(to be attached to final Lease)

EXHIBIT C

ACCRUAL OF PREPAID RENT

(to be attached to final Lease)

EXHIBIT D

FORM OF CONSENT AND AGREEMENT

## EXHIBIT D

### FORM OF CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this “Consent”), dated as of [ ], [ ] is by and among (i) SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation (“SCE”), (ii) MORONGO TRANSMISSION LLC, a Delaware limited liability company (the “Assignor”) and (iii) [ ] (the “Assignee”), [*Note: Insert description of collateral agent and any other administrative agent (if applicable) entering into document on behalf of the Assignor’s Lenders*]

### RECITALS

A. Assignor and SCE have entered into that certain Transfer Capability Lease, dated as of [ ], [ ] (“Assigned Agreement”), pursuant to which SCE will lease to the Assignor a portion of the Transfer Capability in the Subject Facilities (the “Project”);

B. Assignor has entered into that certain [Credit Agreement, dated as of [ ], among the Assignor, the financial institutions party thereto and the Assignee] (the “[Credit Agreement]”) [*Note: Insert description of primary financing document for Assignor*];

C. As collateral security for Assignor’s obligations under the [Credit Agreement] and related agreements (collectively, the “Financing Documents”), Assignor has, among other things, assigned all of its right, title and interest in, to and under the Assigned Agreement and Assignor’s owners have pledged their ownership interest in Assignor (the “Assigned Interest”) to the Assignee pursuant to the [Security Documents] referred to in the [Credit Agreement]; and

D. It is a requirement under the [Credit Agreement] and the Assigned Agreement that SCE and the other parties hereto shall have executed and delivered this Consent;

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

#### SECTION 1. CONSENT TO ASSIGNMENT, ETC.

##### 1.1 Consent and Agreement. SCE:

(a) hereby acknowledges notice of and consents to the assignment as collateral security to Assignee, for the benefit of the Secured Parties, of the Assigned Interest; and

(b) hereby acknowledges the right (but not the obligation) of Assignee in the exercise of its rights and remedies under the Financing Documents and upon delivery to SCE of a Default Notice (as defined below), to make all demands, give all notices, take all actions and exercise all rights of Assignor permitted under the Assigned Agreement (subject to SCE’s

defenses under the Assigned Agreement) and accepts any such exercise; provided, however, that, insofar as the Assignee exercises any of its rights under the Assigned Agreement or makes any claims with respect to payments or other obligations under the Assigned Agreement, the terms and conditions of the Assigned Agreement applicable to such exercise of rights or claims shall apply to Assignee to the same extent as to Assignor.

1.2 Assignor's Acknowledgement. Assignor hereby acknowledges and agrees that SCE is authorized to act in accordance with Assignee's instructions, and that SCE shall bear no liability to Assignor in connection therewith, including any liability for failing to act in accordance with Assignor's instructions.

1.3 Substitute Owner. Subject to Section 1.8, the parties agree that if Assignee notifies (such notice, a "Default Notice") SCE that an event of default has occurred and is continuing under the Financing Documents ("Event of Default") then, upon a judicial foreclosure sale, non-judicial foreclosure sale, deed in lieu of foreclosure or other transfer following a default under the Financing Documents, Assignee (or its designee) shall be substituted for Assignor (the "Substitute Owner") under the Assigned Agreement, and, subject to Section 1.8(b) below, SCE and Substitute Owner will recognize each other as counterparties under the Assigned Agreement and will continue to perform their respective obligations under the Assigned Agreement in favor of each other in accordance with the terms thereof. For purposes of the foregoing, SCE shall be entitled to assume that any such purported exercise is in accordance with the Financing Documents without independent investigation thereof.

1.4 Right to Cure. If Assignor defaults in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable SCE to terminate or suspend its performance under the Assigned Agreement (each hereinafter a "default"), SCE will not terminate or suspend its performance under the Assigned Agreement until it first gives written notice of such default to Assignee and affords Assignee the right to cure such default within the applicable cure period under the Assigned Agreement. In addition, if Assignee gives SCE written notice prior to the expiration of the applicable cure period under the Assigned Agreement of Assignee's intention to cure such default (which notice shall include a reasonable description of the time required to cure such default) and is diligently proceeding to cure such default, Assignee shall have a period of 60 days (or, if such default is for failure by the Assignor to pay an amount to SCE which is due and payable under the Assigned Agreement, 15 days) from receipt of the notice of such default from SCE to cure such default, provided, however, that (a) if control of the Assignor or its assets is necessary to cure any such non-monetary default and Assignee has commenced foreclosure proceedings within 60 days after notice of the default and is diligently pursuing such foreclosure proceedings, Assignee will be allowed a reasonable time, not to exceed 180 days, to complete such proceedings and cure such default and (b) if Assignee is prohibited from curing any such non-monetary default by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving Assignor, then the time periods specified herein for curing a default shall be extended for the period of such prohibition, so long as Assignee is diligently pursuing removal of such process, stay or injunction. Assignee shall provide SCE with reports concerning the status of efforts to cure a default upon SCE's reasonable request.

1.5 No Amendments. To the extent permitted by applicable law, SCE agrees that it will not, without the prior written consent of Assignee, except as permitted under clause (ii) of the proviso of Section 11.2 of the Assigned Agreement, (a) enter into any material supplement, restatement, extension, amendment or modification of the Assigned Agreement, (b) enter into any assignment or novation of the Assigned Agreement with any natural person, corporation, trust, business trust, joint venture, joint stock company, association, company, limited liability company, partnership, Governmental Authority or other entity (a "Person"), (c) terminate, suspend or cancel its performance under the Assigned Agreement (except in accordance with Section 1.4) or (d) consent to or accept any termination or cancellation of the Assigned Agreement by Assignor.

1.6 Replacement Agreements. If the Assigned Agreement is terminated, rejected or otherwise invalidated as a result of any bankruptcy, insolvency, reorganization or similar proceeding affecting Assignor, its owner(s) or guarantor(s), SCE shall, subject to the receipt of required regulatory approvals, enter into a new agreement with Assignee or its designee ("Replacement Owner") for the balance of the obligations under the Assigned Agreement remaining to be performed with Assignee (or its designee) having terms substantially the same as the terms of the Assigned Agreement with respect to the remaining term of the Assigned Agreement. Notwithstanding the execution and delivery of a new replacement agreement as described in this Section 1.6, to the extent SCE is or was otherwise entitled under the replaced Assigned Agreement, SCE may suspend performance of its obligations under such new contract, unless and until all defaults (other than noncurable nonmonetary defaults that are specific to Assignor) of Assignor under the replaced Assigned Agreement have been cured.

1.7 Transfer. Subject to Section 1.8(a), Assignee shall have the right to assign all of the Assigned Interest or all of its interest in a new agreement entered into pursuant to Section 1.6 to another Person pursuant to Section 11.2 of the Assigned Agreement (or such new agreement).

1.8 Assumption of Obligations.

(a) Transferee. Any transferee under Section 1.7 shall expressly assume in a writing reasonably satisfactory to SCE all of the obligations of Assignor or Assignee under the Assigned Agreement or such new agreement entered into pursuant to Section 1.6. Upon such assignment, the cure of any outstanding defaults, and payment of all other amounts due and payable to SCE in respect of the Assigned Agreement (or such new agreement), Assignee shall be released from any further liability under the Assigned Agreement or such new agreement.

(b) Substitute Owner. Subject to Section 1.8(c), any Substitute Owner pursuant to Section 1.3 shall be required to expressly assume in a writing reasonably satisfactory to SCE all of the obligations and liabilities of Assignor under the Assigned Agreement, including those that arose prior to the transfer; provided, that, (i) the obligations of such Substitute Owner shall be no more than those of Assignor under the Assigned Agreement, and (ii) such Substitute Owner shall not be required to perform any of Assignor's obligations under the Assigned Agreement that were unperformed at the time such Substitute Owner became a Substitute Owner (other than any obligations related to failure to pay amounts owed under the Assigned Agreement), provided, however, that the foregoing shall not limit SCE's right to reduce payments owed under the Assigned Agreement by reason of Assignor's failure to perform its

obligations, or to exercise any rights or remedies under the Assigned Agreement with respect to any default by Assignor that remained uncured as of the time Substitute Owner became a Substitute Owner.

(c) No Liability. SCE acknowledges and agrees that neither Assignee nor any other secured party shall have any liability or obligation under the Assigned Agreement as a result of this Consent nor shall Assignee nor any other secured party be obligated or required to (a) perform any of Assignor's obligations under the Assigned Agreement, except as provided in Section 1.8(b), or (b) take any action to collect or enforce any claim for payment assigned under the Financing Documents.

1.9 Delivery of Notices. SCE shall deliver to Assignee and [*note: administrative agent to be inserted if applicable*], concurrently with the delivery thereof to Assignor, a copy of each notice, request or demand given by SCE to Assignor pursuant to the Assigned Agreement relating to (a) a default by Assignor under the Assigned Agreement, (b) any claim regarding force majeure by SCE under the Assigned Agreement, (c) any notice of dispute under the Assigned Agreement, (d) any notice of intent to terminate or any termination notice and (e) any matter that would require the consent of Assignee, [*note: administrative agent to be inserted if applicable*] or the Assignor's lenders pursuant to Section 1.5 or any other provision of this Consent. Assignee and [*note: administrative agent to be inserted if applicable*] acknowledge that delivery of such notice, request and demand shall satisfy SCE's obligation to give Assignee and [*note: administrative agent to be inserted if applicable*] a notice of default under Section 1.4.

1.10 Confirmations. SCE will, as and when reasonably requested by Assignee from time to time, confirm in writing matters relating to the Assigned Agreement (including the performance of same by Assignor), but without prejudice to any rights of SCE under the Assigned Agreement as between SCE and Assignor.

1.11 Exclusivity of Dealings. Except as provided in Sections 1.5 and 1.10, unless and until SCE receives a Default Notice, SCE shall deal exclusively with Assignor in connection with the performance of SCE's obligations under the Assigned Agreement. From and after such time as SCE receives a Default Notice and until a Substitute Owner is substituted for Assignor pursuant to Section 1.3 or the Assigned Agreement is transferred to a Person to whom the Project is transferred pursuant to Section 1.8, SCE shall, until Assignee confirms to SCE in writing that all obligation under the Financing Documents are no longer outstanding, deal exclusively with Assignee in connection with the performance of SCE's obligations under the Assigned Agreement, and SCE may irrevocably rely on instructions provided by Assignee in accordance therewith to the exclusion of those provided by Assignor or any other Person.

## SECTION 2. PAYMENTS UNDER THE ASSIGNED AGREEMENT

2.1 Payments. Unless and until SCE receives written notice to the contrary from Assignee, SCE will make all payments to be made by it to Assignor under or by reason of the Assigned Agreement directly to Assignee at the address set forth in Section 5.1 for deposit into the following bank account: [ ], or directly to such other institution or in such other manner as may be specified by Assignee to SCE from time to time in writing. SCE, Assignor, and

Assignee acknowledge that SCE will be deemed to be in compliance with the payment terms of the Assigned Agreement to the extent that SCE makes payments in accordance with Assignee's instructions.

2.2 No Offset, Etc. All payments required to be made by SCE under the Assigned Agreement shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever, other than that expressly allowed by the terms of the Assigned Agreement or as otherwise permitted under applicable law.

### SECTION 3. REPRESENTATIONS AND WARRANTIES OF SCE

SCE makes the following representations and warranties as of the date hereof in favor of Assignee.

3.1 Organization and Existence. SCE is a duly organized and validly existing corporation in good standing under the laws of the State of California and is qualified to transact business in all jurisdictions where the ownership of its properties or its operations require such qualification, except where the failure to so qualify would not have a material adverse effect on its financial condition, its ability to own its properties or transact its business, or to carry out the transactions and activities contemplated hereby.

3.2 Execution, Delivery and Enforceability. SCE has full corporate power and authority to carry on its business as now conducted, enter into, and to carry out its obligations under the Assigned Agreement and this Consent. The execution, delivery and performance by SCE of the Assigned Agreement and this Consent, and the consummation of the transactions and activities contemplated under the Assigned Agreement and this Consent, have been duly authorized by all necessary corporate action required on the part of SCE. The Assigned Agreement and this Consent has been duly and validly executed and delivered by SCE and constitute the valid and legally binding obligations of SCE, enforceable against SCE in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

3.3 No Violation. None of the execution and delivery of the Assigned Agreement and this Consent, the compliance with any provision thereof, nor the consummation of the transactions and activities contemplated thereby will: (a) violate or conflict with, or result in a breach or default under, any provisions of the articles of incorporation or bylaws of SCE; or (b) violate or conflict with, or result in a breach or default under, any applicable law or regulation of any Governmental Authority, or any material agreement to which SCE is a party or by which its assets are bound, other than such violations, conflicts, breaches or defaults which, in the aggregate, would not have a material adverse effect on SCE's performance of its obligations under the Assigned Agreement or this Consent.

3.4 Authorization. Except as provided in the Assigned Agreement, no consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with, any Person, board or body, public or private (collectively "Approvals") is required to be obtained by SCE in connection with the execution, delivery or performance of the Assigned Agreement or

the consummation of the transactions contemplated thereunder, which if not obtained will prevent SCE from performing its obligations hereunder or under the Assigned Agreement, except those that have been validly issued and are in full force and effect, and those which have been or will be duly applied for in the ordinary course

3.5 Litigation. To SCE's actual knowledge, except as disclosed to Assignee, there is no litigation, action, suit, proceeding or investigation pending or threatened against SCE before any court, administrative agency, arbitrator or governmental authority, which if adversely determined, individually or in the aggregate, (a) could reasonably be expected to modify or otherwise adversely affect the Approvals, or (b) questions the validity, binding effect or enforceability hereof or of the Assigned Agreement, any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby.

3.6 No Default or Amendment. Neither SCE nor, to SCE's actual knowledge, the Assignor, is in default of any of its obligations under the Assigned Agreement. SCE and, to SCE's actual knowledge, the Assignor, has complied with all conditions precedent to the effectiveness of its obligations under the Assigned Agreement (except as disclosed to Assignee). To SCE's actual knowledge, no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either SCE or Assignor to terminate or suspend its obligations under the Assigned Agreement. The Assigned Agreement has not been amended, modified or supplemented in any manner except as set forth in the recitals hereto.

3.7 No Previous Assignments. SCE has no notice of, and has not consented to, any previous assignment by Assignor of all or any part of its rights under the Assigned Agreement, except as previously disclosed in writing and consented to by SCE.

#### SECTION 4. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

Assignor makes the following representations and warranties as of the date hereof in favor of SCE.

4.1 Execution, Delivery and Enforceability. Assignor has full power and authority to carry on its business as now conducted, enter into, and to carry out its obligations under this Consent. The execution, delivery and performance by Assignor of this Consent, and the consummation of the transactions and activities contemplated under this Consent, have been duly authorized by all necessary action required on the part of Assignor. This Consent has been duly and validly executed and delivered by Assignor and constitute the valid and legally binding obligations of Assignor, enforceable against Assignor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

4.2 Authorization. Except as provided in the Assigned Agreement, no Approval is required to be obtained by Assignor in connection with the execution, delivery or performance of the Assigned Agreement or the consummation of the transactions contemplated thereunder, which if not obtained will prevent Assignor from performing its obligations hereunder or under

the Assigned Agreement, except those that have been validly issued and are in full force and effect, and those which have been or will be duly applied for in the ordinary course

4.3 Litigation. To Assignor's knowledge, there is no litigation, action, suit, proceeding or investigation pending or threatened against Assignor before any court, administrative agency, arbitrator or governmental authority, which if adversely determined, individually or in the aggregate, (a) could reasonably be expected to modify or otherwise adversely affect the Approvals, or (b) questions the validity, binding effect or enforceability hereof or of the Assigned Agreement, any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby.

4.4 No Default or Amendment. Neither Assignor nor, to Assignor's knowledge, SCE, is in default of any of its obligations under the Assigned Agreement. Assignor and, to Assignor's knowledge, SCE, has complied with all conditions precedent to the effectiveness of its obligations under the Assigned Agreement (except as disclosed to Assignee). To Assignor's knowledge, no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either the SCE or Assignor to terminate or suspend its obligations under the Assigned Agreement. The Assigned Agreement has not been amended, modified or supplemented in any manner except as set forth in the recitals hereto.

4.5 No Previous Assignments. Assignor has not previously assigned all or any part of its rights under the Assigned Agreement.

*[Note: Estoppels, acknowledgments, clarifications, amendments or modifications to the Lease to be included here if applicable in accordance with Section 11.3 of the Lease.]*

## SECTION 5. MISCELLANEOUS

5.1 Notices. All notices and other communications hereunder shall be in writing, shall be deemed given upon receipt thereof by the party or parties to whom such notice is addressed, shall refer on their face to the Assigned Agreement (although failure to so refer shall not render any such notice or communication ineffective), shall be sent by first class mail, by personal delivery or by a nationally recognized courier service, and shall be directed (a) if to SCE or Assignor, in accordance with Section 13.1 of the Assigned Agreement, (b) if to Assignee, to *[Insert]*, and (d) to such other address or addressee as any such party may designate by notice given pursuant hereto.

### 5.2 Governing Law; Submission to Jurisdiction.

(a) THIS CONSENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THIS CONSENT AND ALL MATTERS ARISING OUT OF THIS CONSENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, THE LAW OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ANY CONFLICTS OF LAWS PROVISIONS THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

(b) Any legal action or proceeding with respect to this Consent and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of California or of the United States of America for the Central District of California, and, by execution and delivery of this Consent, each party hereby accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each party further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to its notice address provided pursuant to Section 5.1 hereof. Each party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Consent brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein shall affect the right of any party to serve process in any other manner permitted by law.

5.3 Counterparts. This Consent may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

5.4 Headings Descriptive. The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

5.5 Severability. In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

5.6 Amendment, Waiver. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by SCE, [*note: administrative agent to be inserted if applicable*] and Assignee.

5.7 Termination. Each party's obligations hereunder are absolute and unconditional, and no party has any right, and shall have no right, to terminate this Consent or to be released, relieved or discharged from any obligation or liability hereunder until SCE has been notified by Assignee that all of the obligations under the Financing Documents shall have been satisfied in full or, with respect to the Assigned Agreement, its obligations under the Assigned Agreement have been fully performed.

5.8 Successors and Assigns. This Consent shall be binding upon each party and its permitted successors and assigns and shall inure to the benefit of the other parties, their respective designee(s) and assignee(s) and their respective successors and assigns, through a refinancing of the Project or otherwise. Each reference to a Person herein shall include such Person's permitted successors, designees and assigns.

5.9 Further Assurances. SCE hereby agrees to execute and deliver all such instruments and take all such action as may be necessary to effectuate fully the purposes of this Consent.

5.10 Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT OR ANY MATTER ARISING HEREUNDER. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

5.11 Entire Agreement. This Consent and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and any such agreement, document or instrument, the terms, conditions and provisions of this Consent shall prevail.

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

**SCE:**

**SOUTHERN CALIFORNIA EDISON COMPANY,**  
a California corporation

By: \_\_\_\_\_

Name:

Title:

**ASSIGNOR:**

**MORONGO TRANSMISSION LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

[ ], as Assignee

By: \_\_\_\_\_

Name:

Title:

**ADMINISTRATIVE AGENT: [INSERT IF APPLICABLE]**

[ ], as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

EXHIBIT E

THE PROJECT AND SUBJECT FACILITIES

## EXHIBIT E

### THE PROJECT AND SUBJECT FACILITIES

"Project" means the West of Devers Upgrade Project, which consists of the tear down and rebuild of four existing 220 kV transmission lines, covering approximately 48 corridor miles, with new 220 kV transmission lines between the existing Devers Substation (located near Palm Springs) and El Casco Substation (located in Western Riverside County), Vista Substation (located in Grand Terrace), and San Bernardino Substation (located in San Bernardino), which transmission lines will replace existing 220 kV transmission lines that cross the Reservation. The Project includes upgrades to equipment in the Devers, El Casco, Vista, and San Bernardino substations, as well as installation of telecommunication facilities. Portions of the new transmission lines may consist of double circuit 220kV transmission lines, and portions may consist of four single-circuit 220 kV transmission lines.

"Subject Facilities" means the portion of the West of Devers Upgrade Project consisting of the newly constructed 220 kV transmission lines that will operate as network transmission facilities under the Operational Control of the CAISO, and that are eligible for cost recovery under the CAISO's Transmission Access Charge. The Subject Facilities do not include any switchyard or substation facilities, subtransmission or distribution lines or facilities, telecommunications facilities, or the costs of removing existing facilities. Portions of the new transmission lines may consist of double circuit 220kV transmission lines, and portions may consist of four single-circuit 220 kV transmission lines.

EXHIBIT F

FORM OF MEMORANDUM OF LEASE

**EXHIBIT F**

**FORM OF MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE (this "Memorandum") is made as of \_\_\_\_\_, by and between Southern California Edison Company, a California corporation ("Lessor"), and Morongo Transmission, LLC, a Delaware limited liability company ("Lessee").

W I T N E S S E T H:

1. Lease. Lessor and Lessee have entered into that certain unrecorded Transfer Capability Lease, dated as of the date hereof (the "Lease"), for lease of the Lessee Transfer Capability of the Subject Facilities. The Subject Facilities are constructed in part on easements and rights-of-way granted to Lessor by the United States of America, acting by and through the Superintendent, Southern California Agency, Bureau of Indian Affairs, Department of the Interior, pursuant to that certain recorded Grant of Easements and Rights-of-Way dated \_\_\_\_\_, serial number \_\_\_\_\_. Undefined capitalized terms used herein shall have the meanings ascribed thereto in the Lease.

2. Term. The term of the Lease shall commence as of the date of the Lease and shall expire (unless otherwise earlier terminated pursuant to the Lease) at 11:59 p.m. Pacific time on the day before the 30<sup>th</sup> anniversary of such commencement date.

3. Right of First Refusal. Pursuant to Section 11.4 of the Lease, Lessor shall have the right of first refusal with respect to any proposed assignment by Lessee of all or any portion of its interest in the Lease, except in connection with (a) a collateral assignment of, or security interest in, the Lease under clause (i) of section 11.2 of the Lease or (b) any foreclosure sale or deed in lieu of foreclosure in connection with the exercise of remedies under such collateral assignment or security interest.

4. Incorporation of Lease. This memorandum incorporates herein all of the terms and provisions of the Lease as though fully set forth herein.

5. Memorandum of Lease. The purpose of this Memorandum is to give notice of the existence of the Lease and nothing contained herein shall be deemed or construed to in any way modify or otherwise affect any of the terms and conditions of the Lease or to create any inference about the characterization of the leasehold interest as real property or personalty. Further, nothing in the Lease or herein shall be deemed an assignment, in whole or in part, of any right or interest in the aforementioned Grant of Easements and Rights-of-Way, serial number \_\_\_\_\_. In the event of any inconsistency between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.

6. Counterparts. This Memorandum may be executed in multiple counterparts which taken together shall constitute a single original instrument.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, the parties have executed this Memorandum as of the date first written above.

COMPANY,

**LESSOR:**

SOUTHERN CALIFORNIA EDISON

a California corporation

By: \_\_\_\_\_  
Name:  
Title:

**LESSEE:**

MORONGO TRANSMISSION LLC,  
a Delaware limited liability company

By: % \_\_\_\_\_  
Name:  
Title:









|    | BB        | BC        | BD        | BE        | BF        |
|----|-----------|-----------|-----------|-----------|-----------|
| 1  |           |           |           |           |           |
| 2  | 52        | 53        | 54        | 55        | 56        |
| 3  | Year-52   | Year-53   | Year-54   | Year-55   | Year-56   |
| 4  |           |           |           |           |           |
| 5  | 7,264,912 | 7,264,912 | 7,264,912 | 7,264,912 | 7,264,912 |
| 6  | 1,170,239 | 957,468   | 744,697   | 531,927   | 319,156   |
| 7  | 0         | 0         | 0         | 0         | 0         |
| 8  | 464,505   | 380,050   | 295,594   | 211,139   | 126,683   |
| 9  | 613,036   | 498,467   | 383,899   | 269,330   | 154,761   |
| 10 | 172,928   | 141,185   | 109,443   | 77,700    | 45,957    |
| 11 |           |           |           |           |           |
| 12 | 9,685,621 | 9,242,083 | 8,798,545 | 8,355,007 | 7,911,469 |
| 13 | 259,041   | 230,394   | 204,444   | 180,955   | 159,714   |
| 14 |           |           |           |           |           |
| 15 |           |           |           |           |           |
| 16 |           |           |           |           |           |
| 17 |           |           |           |           |           |
| 18 |           |           |           |           |           |
| 19 |           |           |           |           |           |
| 20 |           |           |           |           |           |
| 21 |           |           |           |           |           |
| 22 |           |           |           |           |           |





APPENDIX J-4 – ADDITIONAL MATERIALS PROVIDED FOR A COMPLETE RECORD OF PROCEEDINGS

**WEST OF DEVERS UPGRADE**

**LETTER AGREEMENT**

**MARCH 14, 2013**



Kevin M. Payne  
Vice President

TZ  
George F  
Kaden W  
Mark J  
CHRISTOPHER  
Craig  
Raymond  
Michael

March 14, 2013

Robert Martin, Chairman  
Morongo Band of Mission Indians  
12700 Pumarra Road  
Banning, CA 92220

Re: That certain Agreement Related to Grant Easements and Rights-of-Way for Electric Transmission Lines and Appurtenant Fiber-Optic Telecommunications Lines and Access Roads On and Across Lands of the Morongo Indian Reservation (the "Agreement") entered into November 27, 2012 by and between the Morongo Band of Mission Indians ("Morongo") and Southern California Edison Company ("SCE")

Dear Chairman Martin:

SCE greatly values its partnership with Morongo and wants to ensure that both parties have a common understanding on certain matters contained in the Agreement. To that end, this letter serves as documentation of the parties' understanding as to how the parties will proceed with (a) obtaining the Rights-of-Way ("ROW") described in the Agreement; (b) certain matters related to the 115 kV subtransmission line located on Right-of-Way 2 (as defined in the Agreement); and (c) Morongo's selection of tower design for the 220 kV towers. SCE respectfully requests that Morongo provide SCE with written confirmation that Morongo concurs with SCE on these issues by signing the acknowledgement below and returning this letter to SCE as soon as reasonably possible.

SCE will apply to the Bureau of Indian Affairs (the "BIA") for Rights-of-Way 1, 2 and 3 (as each is defined in the Agreement) and Morongo will consent to the BIA's granting of Rights-of-Way 1, 2, and 3 in April 2013. In the interest of expediting both BIA approval of the Federal Grant of Easements and Rights-of-Way and the process of obtaining the other approvals needed for construction of SCE's West of Devers Project ("Project") in Right-of-Way 4 as described in the Agreement, SCE will not apply for Right-of-Way 4 until SCE has successfully been granted a Certificate of Public Convenience and Necessity ("CPCN") from the California Public Utilities Commission (the "CPUC") to construct SCE's West of Devers Project. Once SCE receives its CPCN license from the CPUC, then Morongo will prepare the consent to the BIA's granting of Right-of-Way 4 to SCE in a reasonable amount of time and SCE will file it with the BIA. Once the SCE facilities on Right-of-Way 4 have been constructed and energized, SCE will remove any facilities which are no longer used and useful from Right-of-Way 3 and quitclaim its rights to that

RECEIVED

MAR 22 2013

Robert Martin, Chairman  
Morongo Band of Mission Indians  
March 14, 2013  
Page 2

portion of Right-of-Way 3 back to Morongo.

The route configuration of Right-of-Way 4 will be subject to environmental review by state and federal agencies, Federal Aviation Administration ("FAA") restrictions, and SCE's final engineering design. However, the parties have agreed that (a) Right-of-Way 4 will be one of the two routes depicted on the attached map, subject to minor modification, and (b) SCE shall include both of the potential Right-of-Way 4 routes as Project route alternatives in the Project's Proponent's Environmental Assessment ("PEA") for review by the CPUC on the CPCN application. The parties acknowledge that they need to agree upon a date by which if one of the route alternatives is not feasible due to FAA restrictions, SCE and Morongo will advocate to the CPUC that the other route should be selected as Right-of-Way 4 and the preferred route because the other is infeasible.

Lastly, the Agreement requires SCE to consult with Morongo concerning the potential relocation and/or modification of the 115 kV subtransmission line located on Right-of-Way 2 and the design of any new or replacement transmission line towers. Morongo has chosen not to seek relocation and/or modification of the 115 kV transmission line.

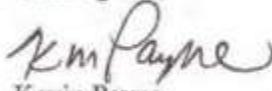
Additionally, Morongo has chosen a combination of tubular steel poles and lattice steel towers for the Project's four 220 kV circuits traversing the Morongo reservation. Subject to site-specific engineering constraints, the former will be utilized in the segment between the western boundary of the Reservation and approximately two miles to the East, and the latter will be utilized in other portions of the corridor. SCE will prepare its PEA and design the Project consistent with these choices.

Thank you for your attention to these very important issues. As requested above, please sign below to confirm Morongo's concurrence with the statements and plan set forth in this letter and returned the executed letter to me at your earliest convenience.

We look forward to working with you on this matter.

Robert Martin, Chairman  
Morongo Band of Mission Indians  
March 14, 2013  
Page 3

Best regards,

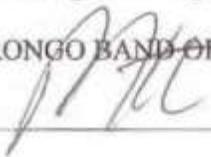


Kevin Payne  
Vice President, Engineering & Technical Services  
Southern California Edison Company

cc: George Forman, Esq.  
Karen Woodard

Acknowledged and Agreed:

MORONGO BAND OF MISSION INDIANS

By:  \_\_\_\_\_

# MORONGO BAND OF MISSION INDIANS

Motion Number # 03211303

George F. [unclear] DIS  
 Distribution:  
 Roger M.  
 Shari  
 Martin St. A.  
 Sharron  
 Sharron  
 EXECUTIVE

BE IT KNOWN: The Morongo Band of Mission Indians, a Sovereign Indian Nation, recognized by the United States of America and acting through its duly elected officials, the Tribal Council, does hereby certify the passage of the following:

On March 21, 2013

A Motion by: Charles Martin Seconded by: Damon Sandoval

Stated as: Motion to authorize the Chairman to countersign the letter from SLE vice president concerning SLE plan to implement the bright of way

Tuesday Council Mtg.  Tuesday Work Session  Special Mtg.  General Membership Mtg.  Government Mtg.  
 The Motion was presented and passed during a  Telephone Poll

As a result, the following action is to be taken:  
 Disburse from:  Tribal Accounting  MCRS Accounting

The recorded and signed vote appears below:

|  | Signatures               | Vote:        |
|--|--------------------------|--------------|
| Council Member: <u>Mary Ann Andreas (VC)</u> | <u>Mary Ann Andreas</u>  | <u>yes</u>   |
| Council Member: <u>Thomas E. Linton</u>      |                          | <u>out</u>   |
| Council Member: <u>Brian Lugo</u>            | <u>Brian Lugo</u>        | <u>yes</u>   |
| Council Member: <u>Charles Martin</u>        | <u>Charles Martin</u>    | <u>yes</u>   |
| Council Member: <u>Damon Sandoval</u>        |                          | <u>yes</u>   |
| Council Member: <u>Joletta G. Tsosie</u>     | <u>Joletta G. Tsosie</u> | <u>out</u>   |
| Chairperson: <u>Chairman Robert Martin</u>   | <u>Robert Martin</u>     | <u>Chair</u> |

Chairman  
 Recording Secretary

APPENDIX J-5 – ADDITIONAL MATERIALS PROVIDED FOR A COMPLETE RECORD OF PROCEEDINGS

**WEST OF DEVERS UPGRADE**

**LETTER AGREEMENT**

**MAY 10, 2013**

May 10, 2013

Chairman Robert Martin

The Morongo Band of Mission Indians  
12700 Pumarra Road  
Banning, CA 92220

Re: Southern California Edison Company's ("SCE") Submittal of Notice of Construction or Alteration (Form 7460-1) to the Federal Aviation Administration ("FAA") for Structures Within the Option 1 Route Alternative of Right-of-Way 4

Dear Chairman Martin:

As described in our letter agreement dated March 14, 2013 ("the Letter Agreement"), SCE will include both of the potential Right-of-Way 4 routes as project route alternatives in its Proponent's Environmental Assessment for review by the California Public Utilities Commission ("CPUC") in the West of Devers Certificate of Public Convenience and Necessity ("CPCN") application. On May 8, 2013, pursuant to FAA regulations, SCE submitted a Notice of Construction or Alteration (Form 7460-1) for the fifty-four new structures near the Banning Airport, including thirty-four structures within the Right-of-Way 4 Option 1 route alternative. A copy of SCE's submittal to the FAA (which is composed of the FAA Form 7460-1 for each of the fifty-four structures) is enclosed for Morongo's reference.

SCE has evaluated all of the engineering alternatives for siting the four West of Devers 220 kV transmission lines within the proposed Option 1 alignment. Even if SCE engineered the towers in the best possible configuration with regard to FAA restrictions, the towers nonetheless may not be constructible in a manner that is consistent with FAA regulations due to their proximity to the Banning Airport. SCE has committed to the CPUC that SCE will follow all FAA recommendations for its transmission lines. In recent SCE transmission line projects, issues relating to FAA recommendations have caused delays of over a year. As such, if the FAA determines that the proposed towers are not constructible in a manner that is consistent with FAA regulations within the Option 1 route alternative, this route alternative would only be a viable option if the Banning Airport is closed. As agreed upon in the Letter Agreement, SCE will contact Morongo staff to set up a meeting to discuss and agree upon a date by which, if one of the route alternatives is deemed not feasible due to FAA restrictions, SCE and Morongo will

advocate to the CPUC that the other route should be selected as Right-of-Way 4 due to the FAA infeasibility.

Thank you for your attention to these very important issues. We look forward to continuing to work with you on this matter.

Best regards,

A handwritten signature in cursive script that reads "Kevin Payne".

Kevin Payne

Vice President, Engineering & Technical Services  
Southern California Edison Company

cc: Roger Meyer  
George Forman, Esq.  
Karen Woodard

APPENDIX J-6 – ADDITIONAL MATERIALS PROVIDED FOR A COMPLETE RECORD OF PROCEEDINGS

**WEST OF DEVERS UPGRADE  
LETTER ATTACHMENT FAA FILING DATA**

## WEST OF DEVERS Segment 5 Option 1 Structures for FAA 7460-1 Filing

| GEO ID | Structure ID         | Structure Type | Latitude (DMS) | Longitude (DMS) | Site Elevation (SE) ft | Structure Height (AGL) ft | Total Height (AMSL) ft | Exceeds Surface by (ft) | City    | Aeronautical Study # | Date Filed | FAA Determination / Filing Status | Action Required | Expiration Date |
|--------|----------------------|----------------|----------------|-----------------|------------------------|---------------------------|------------------------|-------------------------|---------|----------------------|------------|-----------------------------------|-----------------|-----------------|
| 1      | D-EC 71R (92)        | LST            | 33-55-56.81    | 116-49-16.46    | 2074                   | 152                       | 2226                   | n/a                     | Banning | 2013-AWP-2650        | 5/8/2013   | WIP                               |                 |                 |
| 2      | D-EC 71Q (91A)       | LST            | 33-55-58.54    | 116-49-25.10    | 2072                   | 155                       | 2227                   | n/a                     | Banning | 2013-AWP-2651        | 5/8/2013   | WIP                               |                 |                 |
| 3      | D-EC 71P-TSP-1 (91)  | TSP            | 33-55-59.19    | 116-49-29.93    | 2079                   | 125                       | 2204                   | n/a                     | Banning | 2013-AWP-2669        | 5/8/2013   | WIP                               |                 |                 |
| 4      | D-EC 71O-TSP-1 (90A) | TSP            | 33-55-59.60    | 116-49-37.05    | 2085                   | 125                       | 2210                   | n/a                     | Banning | 2013-AWP-2670        | 5/8/2013   | WIP                               |                 |                 |
| 5      | D-EC 71N-TSP-1 (90)  | TSP            | 33-55-59.92    | 116-49-42.47    | 2092                   | 120                       | 2212                   | n/a                     | Banning | 2013-AWP-2671        | 5/8/2013   | WIP                               |                 |                 |
| 6      | D-EC 71M-TSP-1 (89)  | TSP            | 33-55-59.97    | 116-49-51.08    | 2102                   | 125                       | 2227                   | n/a                     | Banning | 2013-AWP-2672        | 5/8/2013   | WIP                               |                 |                 |
| 7      | D-EC 71L-TSP-1 (88)  | TSP            | 33-55-59.98    | 116-50-02.07    | 2122                   | 135                       | 2257                   | n/a                     | Banning | 2013-AWP-2673        | 5/8/2013   | WIP                               |                 |                 |
| 8      | D-EC 71K-TSP-1 (87)  | TSP            | 33-56-00.01    | 116-50-10.79    | 2138                   | 130                       | 2268                   | n/a                     | Banning | 2013-AWP-2674        | 5/8/2013   | WIP                               |                 |                 |
| 9      | D-EC 71J-TSP-1 (86)  | TSP            | 33-56-00.00    | 116-50-19.17    | 2154                   | 125                       | 2279                   | n/a                     | Banning | 2013-AWP-2675        | 5/8/2013   | WIP                               |                 |                 |
| 10     | D-EC 71I-TSP-1 (85A) | TSP            | 33-56-00.00    | 116-50-27.81    | 2177                   | 130                       | 2307                   | n/a                     | Banning | 2013-AWP-2676        | 5/8/2013   | WIP                               |                 |                 |
| 11     | D-EC 71H-TSP-1 (85)  | TSP            | 33-56-00.01    | 116-50-36.48    | 2199                   | 130                       | 2329                   | n/a                     | Banning | 2013-AWP-2677        | 5/8/2013   | WIP                               |                 |                 |
| 12     | D-EC 71G-TSP-1 (84)  | TSP            | 33-56-00.03    | 116-50-44.85    | 2216                   | 125                       | 2341                   | n/a                     | Banning | 2013-AWP-2678        | 5/8/2013   | WIP                               |                 |                 |
| 13     | D-EC 71F-TSP-1 (83B) | TSP            | 33-56-00.03    | 116-50-51.24    | 2237                   | 120                       | 2357                   | n/a                     | Banning | 2013-AWP-2679        | 5/8/2013   | WIP                               |                 |                 |
| 14     | D-EC 71E-TSP-1 (83A) | TSP            | 33-56-00.03    | 116-50-56.61    | 2250                   | 104                       | 2354                   | n/a                     | Banning | 2013-AWP-2680        | 5/8/2013   | WIP                               |                 |                 |
| 15     | D-EC 71D-TSP-1 (83)  | TSP            | 33-56-00.02    | 116-51-04.71    | 2272                   | 135                       | 2407                   | n/a                     | Banning | 2013-AWP-2681        | 5/8/2013   | WIP                               |                 |                 |
| 16     | D-EC 71C-TSP-1 (82)  | TSP            | 33-56-00.03    | 116-51-13.02    | 2293                   | 125                       | 2418                   | n/a                     | Banning | 2013-AWP-2682        | 5/8/2013   | WIP                               |                 |                 |
| 17     | D-EC 71B-TSP-1 (81A) | TSP            | 33-56-06.68    | 116-51-17.77    | 2327                   | 145                       | 2472                   | n/a                     | Banning | 2013-AWP-2683        | 5/8/2013   | WIP                               |                 |                 |
| 18     | D-EC 71A-TSP-1 (81)  | TSP            | 33-56-13.11    | 116-51-22.68    | 2354                   | 145                       | 2499                   | n/a                     | Banning | 2013-AWP-2684        | 5/8/2013   | WIP                               |                 |                 |
| 19     | D-EC 71-TSP-1 (80)   | TSP            | 33-56-19.46    | 116-51-27.24    | 2384                   | 125                       | 2509                   | n/a                     | Banning | 2013-AWP-2685        | 5/8/2013   | WIP                               |                 |                 |
| 20     | D-EC 70-TSP-1 (79A)  | TSP            | 33-56-25.09    | 116-51-32.16    | 2412                   | 130                       | 2542                   | n/a                     | Banning | 2013-AWP-2686        | 5/8/2013   | WIP                               |                 |                 |
| 21     | D-EC 69 (79)         | LST            | 33-56-30.52    | 116-51-37.54    | 2443                   | 155                       | 2598                   | n/a                     | Banning | 2013-AWP-2652        | 5/8/2013   | WIP                               |                 |                 |
| 22     | D-EC 68 (78)         | LST            | 33-56-38.21    | 116-51-44.89    | 2475                   | 155                       | 2630                   | n/a                     | Banning | 2013-AWP-2653        | 5/8/2013   | WIP                               |                 |                 |
| 23     | D-EC 67 (77)         | LST            | 33-56-46.14    | 116-51-52.49    | 2507                   | 143                       | 2650                   | n/a                     | Banning | 2013-AWP-2654        | 5/8/2013   | WIP                               |                 |                 |
| 24     | D-EC 66 (D-EC 71)    | LST            | 33-56-50.31    | 116-52-00.70    | 2568                   | 122                       | 2690                   | n/a                     | Banning | 2013-AWP-2655        | 5/8/2013   | WIP                               |                 |                 |
| 25     | D-EC 65              | LST            | 33-56-50.32    | 116-52-10.72    | 2659                   | 122                       | 2781                   | n/a                     | Banning | 2013-AWP-2656        | 5/8/2013   | WIP                               |                 |                 |
| 26     | D-EC 64              | LST            | 33-56-50.34    | 116-52-21.15    | 2603                   | 140                       | 2743                   | n/a                     | Banning | 2013-AWP-2657        | 5/8/2013   | WIP                               |                 |                 |
| 27     | D-EC 63 (73)         | LST            | 33-56-50.44    | 116-52-30.69    | 2638                   | 152                       | 2790                   | n/a                     | Banning | 2013-AWP-2658        | 5/8/2013   | WIP                               |                 |                 |
| 28     | D-V 168Z (31)        | LST            | 33-55-56.31    | 116-49-16.51    | 2072                   | 170                       | 2242                   | n/a                     | Banning | 2013-AWP-2659        | 5/8/2013   | WIP                               |                 |                 |
| 29     | D-V 168Y (30A)       | LST            | 33-55-58.06    | 116-49-25.20    | 2071                   | 149                       | 2220                   | n/a                     | Banning | 2013-AWP-2660        | 5/8/2013   | WIP                               |                 |                 |
| 30     | D-V 168X-TSP-1 (30)  | TSP            | 33-55-58.70    | 116-49-30.00    | 2078                   | 130                       | 2208                   | n/a                     | Banning | 2013-AWP-2687        | 5/8/2013   | WIP                               |                 |                 |

## WEST OF DEVERS Segment 5 Option 1 Structures for FAA 7460-1 Filing

| GEO ID | Structure ID         | Structure Type | Latitude (DMS) | Longitude (DMS) | Site Elevation (SE) ft | Structure Height (AGL) ft | Total Height (AMSL) ft | Exceeds Surface by (ft) | City    | Aeronautical Study # | Date Filed | FAA Determination / Filing Status | Action Required | Expiration Date |
|--------|----------------------|----------------|----------------|-----------------|------------------------|---------------------------|------------------------|-------------------------|---------|----------------------|------------|-----------------------------------|-----------------|-----------------|
| 31     | D-V 168W-TSP-1 (29A) | TSP            | 33-55-59.11    | 116-49-37.09    | 2084                   | 130                       | 2214                   | n/a                     | Banning | 2013-AWP-2688        | 5/8/2013   | WIP                               |                 |                 |
| 32     | D-V 168V-TSP-1 (29)  | TSP            | 33-55-59.42    | 116-49-42.50    | 2091                   | 120                       | 2211                   | n/a                     | Banning | 2013-AWP-2689        | 5/8/2013   | WIP                               |                 |                 |
| 33     | D-V 168U-TSP-1 (28)  | TSP            | 33-55-59.48    | 116-49-50.63    | 2099                   | 125                       | 2224                   | n/a                     | Banning | 2013-AWP-2690        | 5/8/2013   | WIP                               |                 |                 |
| 34     | D-V 168T-TSP-1 (27)  | TSP            | 33-55-59.48    | 116-50-02.07    | 2119                   | 125                       | 2244                   | n/a                     | Banning | 2013-AWP-2691        | 5/8/2013   | WIP                               |                 |                 |
| 35     | D-V 168S-TSP-1 (26)  | TSP            | 33-55-59.51    | 116-50-10.78    | 2137                   | 125                       | 2262                   | n/a                     | Banning | 2013-AWP-2692        | 5/8/2013   | WIP                               |                 |                 |
| 36     | D-V 168R-TSP-1 (25A) | TSP            | 33-55-59.52    | 116-50-19.18    | 2154                   | 130                       | 2284                   | n/a                     | Banning | 2013-AWP-2693        | 5/8/2013   | WIP                               |                 |                 |
| 37     | D-V 168Q-TSP-1 (25)  | TSP            | 33-55-59.50    | 116-50-27.81    | 2176                   | 130                       | 2306                   | n/a                     | Banning | 2013-AWP-2694        | 5/8/2013   | WIP                               |                 |                 |
| 38     | D-V 168P-TSP-1 (24)  | TSP            | 33-55-59.51    | 116-50-36.48    | 2198                   | 130                       | 2328                   | n/a                     | Banning | 2013-AWP-2695        | 5/8/2013   | WIP                               |                 |                 |
| 39     | D-V 168O-TSP-1 (23)  | TSP            | 33-55-59.52    | 116-50-44.85    | 2217                   | 130                       | 2347                   | n/a                     | Banning | 2013-AWP-2696        | 5/8/2013   | WIP                               |                 |                 |
| 40     | D-V 168N-TSP-1 (22B) | TSP            | 33-55-59.54    | 116-50-51.25    | 2234                   | 120                       | 2354                   | n/a                     | Banning | 2013-AWP-2697        | 5/8/2013   | WIP                               |                 |                 |
| 41     | D-V 168M-TSP-1 (22A) | TSP            | 33-55-59.54    | 116-50-56.61    | 2250                   | 104                       | 2354                   | n/a                     | Banning | 2013-AWP-2698        | 5/8/2013   | WIP                               |                 |                 |
| 42     | D-V 168L-TSP-1 (22)  | TSP            | 33-55-59.53    | 116-51-04.72    | 2271                   | 130                       | 2401                   | n/a                     | Banning | 2013-AWP-2699        | 5/8/2013   | WIP                               |                 |                 |
| 43     | D-V 168K-TSP-1 (21)  | TSP            | 33-55-59.53    | 116-51-13.35    | 2292                   | 125                       | 2417                   | n/a                     | Banning | 2013-AWP-2700        | 5/8/2013   | WIP                               |                 |                 |
| 44     | D-V 168J-TSP-1 (20A) | TSP            | 33-56-06.42    | 116-51-18.28    | 2328                   | 145                       | 2473                   | n/a                     | Banning | 2013-AWP-2701        | 5/8/2013   | WIP                               |                 |                 |
| 45     | D-V 168I-TSP-1 (20)  | TSP            | 33-56-12.85    | 116-51-23.18    | 2359                   | 145                       | 2504                   | n/a                     | Banning | 2013-AWP-2702        | 5/8/2013   | WIP                               |                 |                 |
| 46     | D-V 168H-TSP-1 (19)  | TSP            | 33-56-19.22    | 116-51-27.75    | 2385                   | 130                       | 2515                   | n/a                     | Banning | 2013-AWP-2703        | 5/8/2013   | WIP                               |                 |                 |
| 47     | D-V 168G-TSP-1 (18A) | TSP            | 33-56-24.83    | 116-51-32.60    | 2413                   | 150                       | 2563                   | n/a                     | Banning | 2013-AWP-2704        | 5/8/2013   | WIP                               |                 |                 |
| 48     | D-V 168F (18)        | LST            | 33-50-30.19    | 116-51-37.98    | 2443                   | 155                       | 2598                   | n/a                     | Banning | 2013-AWP-2661        | 5/8/2013   | WIP                               |                 |                 |
| 49     | D-V 168E (17)        | LST            | 33-56-37.87    | 116-51-45.34    | 2475                   | 131                       | 2606                   | n/a                     | Banning | 2013-AWP-2662        | 5/8/2013   | WIP                               |                 |                 |
| 50     | D-V 168D (16)        | LST            | 33-56-45.81    | 116-51-52.93    | 2508                   | 113                       | 2621                   | n/a                     | Banning | 2013-AWP-2663        | 5/8/2013   | WIP                               |                 |                 |
| 51     | D-V 168C (15)        | LST            | 33-56-49.82    | 116-52-00.97    | 2573                   | 113                       | 2686                   | n/a                     | Banning | 2013-AWP-2664        | 5/8/2013   | WIP                               |                 |                 |
| 52     | D-V 168B (14)        | LST            | 33-56-49.83    | 116-52-10.72    | 2628                   | 122                       | 2750                   | n/a                     | Banning | 2013-AWP-2665        | 5/8/2013   | WIP                               |                 |                 |
| 53     | D-V 168A (13)        | LST            | 33-56-49.85    | 116-52-21.15    | 2601                   | 140                       | 2741                   | n/a                     | Banning | 2013-AWP-2666        | 5/8/2013   | WIP                               |                 |                 |
| 54     | D-V 168 (12)         | LST            | 33-56-49.94    | 116-52-30.70    | 2649                   | 140                       | 2789                   | n/a                     | Banning | 2013-AWP-2667        | 5/8/2013   | WIP                               |                 |                 |





Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238664-13

Sponsor: Southern California Edison - WS

Details for Case : 1 D-EC 71R (92) 13-S-0701.021

Show Project Summary

Case Status

ASN: 2013-AWP-2650-0E  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: 05/08/2013 13-S-0701.021 WOC...  
 05/08/2013 13-S-0701.021 WOC...

Public Comments: None

Project Documents: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 1 D-EC 71R (92) 13-S-0701.021  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 55' 56.81" N  
 Longitude: 116° 49' 16.46" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2074 (nearest foot)  
 Structure Height (AGL): 152 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.

Common Frequency Bands

| Low Freq | High Freq | Freq Util | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

Nacelle Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None  
 Other:

Recommended Marking/Lighting:  
 Current Marking/Lighting: N/A Proposed Structure

Other:

Nearest City: Banning  
 Nearest State: California

Description of Location: THIS IS 1 of 18 LST's, 1 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).  
 On the Project Summary page upload any certified survey.

Description of Proposal: Map and spreadsheet are uploaded.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238664-13

Sponsor: Southern California Edison - WS

Details for Case : 2 D-EC 71Q (91A)

Show Project Summary

Case Status

ASN: 2013-AWP-2651-DE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

*If Temporary* : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes- Does this permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 2 D-EC 71Q (91A)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 55' 58.54" N

Longitude: 116° 49' 25.10" W

Horizontal Datum: NAD83

Site Elevation (SE): 2072 (nearest foot)

Structure Height (AGL): 135 (nearest foot)

Current Height (AGL): (nearest foot)

\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Nacelle Height (AGL): (nearest foot)

\* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 2 of 18 LST's, 2 of 54 TOTAL structures being filed in Banning, 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: map and spreadsheet are uploaded.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-00238664-13

Sponsor: Southern California Edison - WS

Details for Case : 21 D-EC69 (79)

Show Project Summary

Case Status

ASN: 2013-AWP-2652-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 21 D-EC69 (79)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details:

Latitude: 33° 56' 30.52" N

Longitude: 116° 51' 37.54" W

Horizontal Datum: NAD83

Site Elevation (SE): 2493 (nearest foot)

Structure Height (AGL): 155 (nearest foot)

Current Height (AGL): (nearest foot)

\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Nettelle Height (AGL): (nearest foot)

\* For Wind Turbines: 500ft AGL or greater

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 3 of 16 LST's. 3 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP), map and spreadsheet are uploaded.

Description of Proposal:

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238664-13

Sponsor: Southern California Edison - WS

Details for Case : 22 D-EC 68 (78)

Show Project Summary

Case Status

ASN: 2013-AWP-2653-OE
Status: Accepted

Date Accepted: 05/08/2013
Date Determined:
Letters: None
Documents: None
Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction
Duration: Permanent
If Temporary: Months: Days:

Structure Summary

Structure Type: Other w/o Antenna
Structure Name: 22 D-EC 68 (78)
HOTAM Number:
FCC Number:
Prior ASH:

Work Schedule - Start:
Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Common Frequency Bands

Low Freq High Freq Freq Unit ERP ERP-Unit

Specific Frequencies

Structure Details

Latitude: 33° 56' 36.21" N
Longitude: 116° 51' 44.89" W
Horizontal Datum: NAD83
Site Elevation (SE): 2473 (nearest foot)
Structure Height (AGL): 155 (nearest foot)
Current Height (AGL): (nearest foot)
\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Netticle Height (AGL): (nearest foot)
\* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None
Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure.
Other:

Nearst City: Banning
Nearst State: California

Description of Location: THIS IS 4 of 18 LST's.
On the Project Summary page upload any certified survey. 4 of 54 TOTAL structures being filed in Banning, 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: map and spreadsheet are uploaded.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238564-13

Sponsor: Southern California Edison - WS

Details for Case - 23 D-EC 67 (77)

Show Project Summary

Case Status

ASN: 2013-AWP-2654-08  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

If Temporary: MONTHS: DAYS:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? If not, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 23 D-EC 67 (77)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 56' 46.14" N

Longitude: 116° 51' 52.49" W

Horizontal Datum: NAD83

Site Elevation (SE): 2507 (nearest foot)

Structure Height (AGL): 143 (nearest foot)

Current Height (AGL): (nearest foot)

\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Mast Height (AGL): (nearest foot)

\* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None

Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other:

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 5 of 18 LST's. 5 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: map and spreadsheet are uploaded.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Limit |
|----------|-----------|-----------|-----|-----------|
|----------|-----------|-----------|-----|-----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238664-13

Sponsor: Southern California Edison - WS

Details for Case : 24 D-EC 66 (D-EC 71)

Show Project Summary

Case Status

ASN: 2013-AWP-2655-0E
Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 24 D-EC 66 (D-EC 71)

NOTAM Number:

FCC Number:

Prior ASH:

Structure Details

Latitude: 32° 56' 50.31" N

Longitude: 116° 52' 0.70" W

Horizontal Datum: NAD83

Site Elevation (SE): 2566 (nearest foot)

Structure Height (AGL): 122 (nearest foot)

Current Height (AGL): (nearest foot)

\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Mast Height (AGL): (nearest foot)

\* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: WA Proposed Structure

Other :

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 6 of 18 LST's; 6 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 26 are Tubular Steel Poles (TSP).

Description of Proposal: map and spreadsheets are uploaded.

Common Frequency Bands

Low Freq High Freq Freq Unit ERP EIR Unit

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238664-13

Sponsor: Southern California Edison - WS

Details for Case : 25 D-EC 65

Show Project Summary

Case Status

ASN: 2013-AWP-2656-DE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

If Temporary : Months Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 25 D-EC 65

NOTAM Number:

FCC Number:

Prior ASNs:

Structure Details

Latitude: 33° 56' 50.32" N

Longitude: 116° 52' 10.72" W

Horizontal Datum: NAD83

Site Elevation (SE): 2659 (nearest foot)

Structure Height (AGL): 122 (nearest foot)

Current Height (AGL): (nearest foot)

\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Max Height (AGL): (nearest foot)

\* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 7 of 18 LST's. 7 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).  
 On the Project Summary page upload any certified survey.

Description of Proposal: map and spreadsheet are uploaded.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238664-13

Sponsor: Southern California Edison - W5

Details for Case : 26 D-EC 64

[Show Project Summary](#)

Case Status

ASN: 2013-AWP-2657-DE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

*\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please insure it is filed. If it is not filed, please state the reason in the Description of Proposal.*

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 26 D-EC 64

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 56' 50.34" N

Longitude: 116° 52' 21.15" W

Horizontal Datum: NAD83

Site Elevation (SE): 2603 (nearest foot)

Structure Height (AGL): 140 (nearest foot)

Current Height (AGL): (nearest foot)

*\* For notices of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.*

Maxim Height (AGL): (nearest foot)

*\* For Wind Turbines 500ft AGL or greater*

Requested Marking/Lighting: None

Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other:

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 8 of 18 LST'S. 8 of 54 TOTAL structures being filed in Banning, 18 are Lattice Steel Towers (LST), 26 are Tubular Steel Poles (TSP).

Description of Proposal: map and spreadsheet are uploaded.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238654-13

Sponsor: Southern California Edison - WS

Details for Case : 27 D-EC 63 (73)

Show Project Summary

Case Status

ASN: 2013-AWP-2658-OE
Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 27 D-EC 63 (73)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 55' 50.44" N

Longitude: 116° 52' 30.89" W

Horizontal Datum: NAD83

Site Elevation (SE): 2638 (nearest foot)

Structure Height (AGL): 152 (nearest foot)

Current Height (AGL): (nearest foot)

\* For notice of alteration in existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Nacelle Height (AGL): (nearest foot)

\* For Wind Turbines 300ft AGL or greater

Requested Marking/Lighting: None

Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other:

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 9 of 18 LST's, 9 of 54 TOTAL structures being filed in Banning, 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP)

Description of Proposal: map and spreadsheet are uploaded.

Common Frequency Bands

Low Freq High Freq Freq Unit ERP ERP Unit

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SQUH-000238654-13

Sponsor: Southern California Edison - WS

Details for Case : 28 D-V 166Z (31)

[Show Project Summary](#)

Case Status

ASN: 2013-AWP-2659-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

*if Temporary* : Months: Days:

Work Schedule - Start:

Work Schedule - End:

*\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.*

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 28 D-V 166Z (31)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 55' 56.31" N

Longitude: 116° 49' 16.51" W

Horizontal Datum: NAD83

Site Elevation (SE): 2072 (nearest foot)

Structure Height (AGL): 170 (nearest foot)

Current Height (AGL): (nearest foot)

*\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal*

Netelle Height (AGL): (nearest foot)

*\* For Wind Turbines 500ft AGL or greater*

Requested Marking/Lighting: None

*Other :*

Recommended Marking/Lighting:

Current Marking/Lighting: WA Proposed Structure

*Other :*

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 10 of 18 LST's, 10 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).  
*On the Project Summary page upload any certified survey.*

Description of Proposal: map and spreadsheet are uploaded.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238664-13

Sponsor: Southern California Edison - WS

Details for Case : 29 D-V 168Y (30A)

Show Project Summary

Case Status

ASN: 2013-AWP-2660-DE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

if Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary crosses- Does the permanent structure require separate notice to the EAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 29 D-V 168Y (30A)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 55' 56.06" N  
 Longitude: 116° 49' 25.20" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2071 (nearest foot)  
 Structure Height (AGL): 149 (nearest foot)  
 Current Height (AGL): (nearest foot)

\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Nacelle Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 11 of 38 LST's, 11 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: map and spreadsheet are uploaded.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238664-13

Sponsor: Southern California Edison - WS

Details for Case : 48 D-V 168F (18)

Show Project Summary

Case Status

ASN: 2013-AWP-2661-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\* For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 48 D-V 168F (18)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 50' 30.19" N

Longitude: 116° 51' 37.98" W

Horizontal Datum: NAD83

Site Elevation (SE): 2443 (nearest foot)

Structure Height (AGL): 155 (nearest foot)

Current Height (AGL): (nearest foot)

\* For notice of alteration or existing provide the current AGL height of the existing structure. Includes details in the Description of Proposal.

Mast Height (AGL): (nearest foot)

\* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 12 of 18 LST's. 12 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: map and spreadsheet are uploaded.

Common Frequency Bands

| Low Freq | High Freq | Free Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238664-13

Sponsor: Southern California Edison - WS

Details for Case : 49 D-V 168E (17)

Show Project Summary

Case Status

ASN: 2013-AWP-2662-DE
Status: Accepted

Date Accepted: 05/06/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary crosses-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 49 D-V 168E (17)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 56' 37.87" N

Longitude: 116° 51' 45.34" W

Horizontal Datum: NAD83

Site Elevation (SE): 2475 (nearest foot)

Structure Height (AGL): 131 (nearest foot)

Current Height (AGL): (nearest foot)

\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Mast Height (AGL): (nearest foot)

\* For Wind Turbines 500ft AGL or greater:

Requested Marking/Lighting: None

Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other:

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 13 of 18 LST's. 13 of 54 TOTAL structures being filed in Banning, 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: map and spreadsheet are uploaded.

Common Frequency Bands

Low Freq High Freq Freq Unit ERP ERP Units

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238654-13

Sponsor: Southern California Edison - WS

Details for Case : 50 D-V 168D (16)

Show Project Summary

Case Status

ASN: 2013-AWP-2663-DE
Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 50 D-V 168D (16)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 56' 45.81" N

Longitude: 116° 51' 52.93" W

Horizontal Datum: NAD83

Site Elevation (SE): 250ft (nearest foot)

Structure Height (AGL): 113 (nearest foot)

Current Height (AGL): (nearest foot)

\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.

Nacelle Height (AGL): (nearest foot)

\* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 14 of 18 LST's, 14 of 54 TOTAL structures being filed in Banning, 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: map and spreadsheet are uploaded.

Common Frequency Bands

Low Freq High Freq Freq Unit ERP ERP Unit

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238664-13

Sponsor: Southern California Edison - WS

Details for Case : 51 D-V 168C (15)

Show Project Summary

Case Status

ASN: 2013-AWP-2664-OE  
 Status: Accepted

Date Accepted: 05/08/2013  
 Date Determined:  
 Letters: None  
 Documents: None  
 Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent  
 if Temporary : Months: Days:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 51 D-V 168C (15)  
 NOTAM Number:  
 FCC Number:  
 Print ASN:

Work Schedule - Start:  
 Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Details

Latitude: 33° 56' 49.82" N  
 Longitude: 116° 52' 0.97" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2573 (nearest foot)  
 Structure Height (AGL): 113 (nearest foot)  
 Current Height (AGL): (nearest foot)

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Nettole Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None  
 Other :

Recommended Marking/Lighting:  
 Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning  
 Nearest State: California  
 Description of Location: THIS IS 15 of 18 LST's. 15 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).  
 On the Project Summary page upload any certified survey.  
 Description of Proposal: map and spreadsheet are uploaded.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000236664-13

Sponsor: Southern California Edison - WS

Details for Case : 52 D-V 168B (14)

[Show Project Summary](#)

Case Status

ASN: 2013-AWP-2665-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

*\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.*

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 52 D-V 168B (14)

NOTAM Number:

FCC Number:

Prior ASN

Structure Details

Latitude: 33° 56' 49.83" N

Longitude: 116° 52' 10.72" W

Horizontal Datum: NAD83

Site Elevation (SE): 2628 (nearest foot)

Structure Height (AGL): 122 (nearest foot)

Current Height (AGL): (nearest foot)

*\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal*

Facelle Height (AGL): (nearest foot)

*\* For Wind Turbines 500ft AGL or greater*

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 16 of 16 LST's. 16 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: map and spreadsheet are uploaded.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SQUH-000238654-13

Sponsor: Southern California Edison - WS

Details for Case : 53 D-V 168A (13)

Show Project Summary

Case Status

ASN: 2013-AWP-2666-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents:  
 None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

If Temporary | Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes: Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 53 D-V 168A (13)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 56' 49.85" N

Longitude: 118° 52' 21.15" W

Horizontal Datum: NAD83

Site Elevation (SE): 2601 (nearest foot)

Structure Height (AGL): 140 (nearest foot)

Current Height (AGL): (nearest foot)

\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.

Mast Height (AGL): (nearest foot)

\* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 17 of 18 LST's, 17 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: map and spreadsheet are uploaded.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Limit |
|----------|-----------|-----------|-----|-----------|
|----------|-----------|-----------|-----|-----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238664-13

Sponsor: Southern California Edison - WS

Details for Case : 54 D-V 168 (12)

Show Project Summary

Case Status

ASN: 2013-AWP-2667-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes- Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 54 D-V 168 (12)

NQTA# Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 58' 49.94" N

Longitude: 116° 52' 30.70" W

Horizontal Datum: NAD83

Site Elevation (SE): 2049 (nearest foot)

Structure Height (AGL): 140 (nearest foot)

Current Height (AGL): (nearest foot)

\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.

Mast Height (AGL): (nearest foot)

\* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None

Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other:

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 18 of 18 LST's. 18 of 54 TOTAL structures being filed in Banning. 18 are lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: map and spreadsheet are uploaded.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Spencer: Southern California Edison - WS

Details for Case - 3 D-EC 71P-TSP-1(91) 13-S-0701.021

Show Project Summary

Case Status

ASN: 2013-AWP-2669-0E  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: 05/08/2013 13-S-071.021 Web...  
 05/08/2013 13-S-071.021 Web...

Public Comments: None

Project Documents: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 3 D-EC 71P-TSP-1(91) 13-S-0701.021  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 55' 39.10" N  
 Longitude: 116° 40' 29.93" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2029 (nearest foot)  
 Structure Height (AGL): 125 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | SRP | SRP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

Roof Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None  
 Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other:

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 1 of 36 TSP's. 19 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure Filing.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 4 D-EC 710-TSP-1 (90A)

Show Project Summary

Case Status

ASN: 2013-AWP-2670-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 4 D-EC 710-TSP-1 (90A)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 55' 59.60" N  
 Longitude: 116° 49' 37.05" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2095 (nearest foot)  
 Structure Height (AGL): 125 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Nacelle Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None  
 Other:

Recommended Marking/Lighting:  
 Current Marking/Lighting: WA Proposed Structure

Other:

Nearest City: Banning  
 Nearest State: California

Description of Location: THIS IS 2 of 36 TSP's. 29 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure Filing.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000236709-13

Sponsor: Southern California Edison - WS

Details for Case : 5 D-EC 71N-TSP-1 (90)

Show Project Summary

Case Status

ASN: 2013-AWP-2671-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 5 D-EC 71N-TSP-1 (90)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 55' 59.92" N  
 Longitude: 116° 49' 42.47" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2092 (nearest foot)  
 Structure Height (AGL): 120 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

Mast Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 3 of 36 TSP's. 21 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 6 D-EC 71M-TSP-1 (89)

Show Project Summary

Case Status

ASN: 2013-AWP-2672-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents:  
 None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\* For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

Stats Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 6 D-EC 71M-TSP-1 (89)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 55' 59.97" N  
 Longitude: 116° 48' 51.08" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2102 (nearest foot)  
 Structure Height (AGL): 125 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal  
 Mucelle Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

Requested Marking/Lighting: None

Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other:

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 4 of 36 TSP's, 22 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : D-EC 71L-TSP-1 (88)

Show Project Summary

Case Status

ASN: 2013-AWP-2673-05  
 Status: Accepted

Date Accepted: 05/08/2013  
 Date Determined:  
 Letters: None  
 Documents: None  
 Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent  
 If Temporary: Months: Days:

Work Schedule - Start:  
 Work Schedule - End:

\*For temporary cranes: Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: D-EC 71L-TSP-1 (88)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 55' 59.96" N  
 Longitude: 116° 50' 2.07" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2122 (nearest foot)  
 Structure Height (AGL): 135 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.  
 Mucelle Height (AGL): (nearest foot)  
 \* For Wind Turbines: 500ft AGL or greater

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | TSP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

Requested Marking/Lighting: None

Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other:

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 5 of 36 TSP's. 23 of 34 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SCUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 8 D-EC 71K-TSP-1 (87)

Show Project Summary

Case Status

ASN: 2013-AWP-2674-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 8 D-EC 71K-TSP-1 (87)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 56' 0.01" N

Longitude: 119° 50' 10.78" W

Horizontal Datum: NAD83

Site Elevation (SE): 2138 (nearest foot)

Structure Height (AGL): 130 (nearest foot)

Current Height (AGL): (nearest foot)

\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Mast Height (AGL): (nearest foot)

\* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None

Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other:

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 6 of 36 TSP's. 24 of 36 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure being.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ESR Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 9 D-EC 71J-TSP-1 (86)

Show Project Summary

Case Status

ASN: 2013-AWP-2675-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

*If Temporary* : Months: Days:

Work Schedule - Start:

Work Schedule - End:

*\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.*

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 9 D-EC 71J-TSP-1 (86)  
 NOTAM Number:  
 FCC Number:  
 Prior ASR:

Structure Details

Latitude: 33° 36' 0.00" N  
 Longitude: 116° 50' 19.17" W  
 Horizontal Datum: NAD83  
 Site Elevation (SL): 2154 (nearest foot)  
 Structure Height (AGL): 125 (nearest foot)  
 Current Height (AGL): (nearest foot)  
*\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal*  
 Mucelle Height (AGL): (nearest foot)  
*\* For Wind Turbines 500ft AGL or greater*

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

Requested Marking/Lighting: None  
*Other* :  
 Recommended Marking/Lighting:  
 Current Marking/Lighting: N/A Proposed Structure  
*Other* :

Nearest City: Banning  
 Nearest State: California

Description of Location: THIS IS 7 of 36 TSP's.  
 On the Project Summary page upload any certified survey. 25 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 10 D-EC 711-TSP-1 (85A)

[Show Project Summary](#)

Case Status

ASN: 2013-AWP-2676-DE  
 Status: Accepted

Date Accepted: 05/08/2013  
 Date Determined:  
 Letters: None  
 Documents: None

Public Comments: None

Project Documents: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\* For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 10 D-EC 711-TSP-1 (85A)  
 NDTA# Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 56' 0.00" N  
 Longitude: 116° 50' 27.81" W  
 Horizontal Datum: NAD83  
 Site Elevation (SL): 2177 (nearest foot)  
 Structure Height (AGL): 130 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal  
 Maste Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting:

N/A Proposed Structure

Other :

Nearest City:

Banning

Nearest State:

California

Description of Location:

On the Project Summary page upload any certified survey.

THIS IS 8 of 36 TSP's, 26 of 34 TDAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal:

Please refer to uploaded Map and Structure listing.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 11 D-EC 71H-TSP-1 (85)

Show Project Summary

Case Status

ASN: 2013-AWP-2677-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None  
 Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 11 D-EC 71H-TSP-1 (85)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 50' 0.01" N  
 Longitude: 116° 50' 36.48" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2199 (nearest foot)  
 Structure Height (AGL): 130 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Nacelle Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None  
 Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure.  
 Other :

Nearest City: Benning  
 Nearest State: California

Description of Location: THIS IS 9 of 36 TSP's. 27 of 54 TOTAL structures being filed in Benning. 18 are Lattice Steel Tower (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Number: SOUTH-000238700-13

Sponsor: Southern California Edison - WS

Details for Case : 12 D-EC 71G-TSP-1 (84)

Show Project Summary

Case Status

ASN: 2013-AWP-2678-OE  
 Status: Accepted

Date Accepted: 05/08/2013  
 Date Determined:  
 Letters: None  
 Documents: None  
 Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent  
 If Temporary : Months: Days:  
 Work Schedule - Start:  
 Work Schedule - End:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 12 D-EC 71G-TSP-1 (84)  
 NOYAH Number:  
 FCC Number:  
 Prior ASN:

\* For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice-Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Details

Latitude: 33° 56' 0.03" N  
 Longitude: 116° 50' 44.85" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2210 (nearest foot)  
 Structure Height (AGL): 125 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.  
 Rooster Height (AGL): (nearest foot)  
 \* For Wind Turbines 300ft AGL or greater.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies:

Requested Marking/Lighting: None  
 Other :  
 Recommended Marking/Lighting:  
 Current Marking/Lighting: N/A Proposed Structure  
 Other :

Nearest City: Banning  
 Nearest State: California  
 Description of Location: THIS IS 10 of 35 TSP's. 28 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Tower (LST), 36 are Tubular Steel Poles (TSP).  
 On the Project Summary page upload any certified survey.  
 Description of Proposal: Please refer to uploaded Map and Structure listing.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 13 D-EC 71F-TSP-1 (83B)

Show Project Summary

Case Status

ASN: 2013-AWP-2679-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\* For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 13 D-EC 71F-TSP-1 (83B)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 56' 0.03" N  
 Longitude: 116° 50' 51.24" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2237 (nearest foot)  
 Structure Height (AGL): 120 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.  
 Max Ht Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

Requested Marking/Lighting: None

Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other:

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 11 of 36 TSP's, 29 of 54 TOTAL structures being filed in Banning, 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal:

Please refer to uploaded Map and Structure listing.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-090238709-13

Sponsor: Southern California Edison - WS

Details for Case : 14 D-EC 71E-TSP-1 (83A)

State Project Summary

Case Status

ASN: 2013-AWP-2680-OE  
 Status: Accepted

Date Accepted: 05/08/2013  
 Date Determined:  
 Letters: None  
 Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent  
 if Temporary: Months: Days:  
 Work Schedule - Start:  
 Work Schedule - End:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 14 D-EC 71E-TSP-1 (83A)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA?  
 To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed.  
 If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Details

Latitude: 33° 56' 6.02" N  
 Longitude: 118° 50' 56.61" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2250 (nearest foot)  
 Structure Height (AGL): 104 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP limit |
|----------|-----------|-----------|-----|-----------|
|----------|-----------|-----------|-----|-----------|

Specific Frequencies

Nacelle Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None  
 Other :

Recommended Marking/Lighting:  
 Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Benning  
 Nearest State: California

Description of Location: THIS IS 12 of 36 TSP's.  
 On the Project Summary page upload any certified survey. 30 of 54 TOTAL structures being filed in Benning. 18 are Lattice Steel Towers (LST); 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure filing.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 15 D-EC 710-TSP-1 (83)

Show Project Summary

Case Status

ASN: 2013-AWP-2681-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\* For temporary cranes Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 15 D-EC 710-TSP-1 (83)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 32° 56' 0.02" N  
 Longitude: 116° 51' 4.71" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2272 (nearest foot)  
 Structure Height (AGL): 135 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.

Max Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater:

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning  
 Nearest State: California

Description of Location: THIS IS 13 of 36 TSP's. 31 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 16 D-EC 71C-TSP-1 (82)

Show Project Summary

Case Status

ASN: 2013-AWP-2692-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/ Antenna  
 Structure Name: 16 D-EC 71C-TSP-1 (82)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 56' 0.03" N  
 Longitude: 116° 51' 13.02" W  
 Horizontal Datum: NAD83  
 Site Elevation (SF): 2293 (nearest foot)  
 Structure Height (AGL): 125 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

Max Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater.

Requested Marking/Lighting: None  
 Other :

Recommended Marking/Lighting:  
 Current Marking/Lighting: N/A Proposed Structure:

Other :

Nearest City: Banning  
 Nearest State: California

Description of Location: THIS IS 14 of 36 TSP's.  
 On the Project Summary page upload any certified survey. 32 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.



## Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238705-13

Sponsor: Southern California Edison - WS

## Details for Case : 17 D-EC 71B-TSP-1 (81A)

[Show Project Summary](#)

## Case Status

ASN: 2013-AWP-2683-0E  
Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents:  
None

Public Comments: None

## Construction / Alteration Information

Notice Of: Construction  
Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\* For temporary structures-Does the permanent structure require separate notice to the FAA?  
To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed.  
If it is not filed, please state the reason in the Description of Proposal.

State Filing:

## Structure Summary

Structure Type: Other w/o Antenna  
Structure Name: 17 D-EC 71B-TSP-1 (81A)  
NOTAM Number:  
FCC Number:  
Prior ASN:

## Structure Details

Latitude: 33° 50' 6.08" N  
Longitude: 118° 51' 17.77" W  
Horizontal Datum: NAD83  
Site Elevation (SL): 2327 (nearest foot)  
Structure Height (AGL): 145 (nearest foot)  
Current Height (AGL): (nearest foot)  
\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of ProposalMast Height (AGL): (nearest foot)  
\* For Wind Turbines 500ft AGL or greaterRequested Marking/Lighting: None  
**Other:**

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

**Other:** Nearest City: Banning  
Nearest State: CaliforniaDescription of Location: THIS IS 15 of 36 TSP's.  
On the Project Summary page upload any certified survey. 33 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.

## Common Frequency Bands

Low Freq High Freq Freq Unit ERP ERP Unit

## Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 18 D-EC 71A-TSP-1 (81)

Show Project Summary

Case Status

ASN: 2013-AWP-2684-OE  
 Status: Accepted

Date Accepted: 05/06/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes: Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 18 D-EC 71A-TSP-1 (81)  
 NOTAM Number:  
 PCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 56' 13.11" N  
 Longitude: 116° 51' 22.60" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2354 (nearest foot)  
 Structure Height (AGL): 145 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.

Notice Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None  
 Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure  
 Other :

Nearest City: Benning  
 Nearest State: California

Description of Location: THIS IS 18 of 36 TSP's. 34 of 54 TOTAL structures being filed in Benning, 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.

Common Frequency Bands

| Low Freq | High Freq | Freq Units | ERP | ERP Unit |
|----------|-----------|------------|-----|----------|
|----------|-----------|------------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-009238709-13

Sponsor: Southern California Edison - WS

Details for Case : 19 D-EC 71-TSP-1 (80)

Show Project Summary

Case Status

ASN: 2013-AWP-2685-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\* For temporary cranes: Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 19 D-EC 71-TSP-1 (80)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 56' 19.46" N  
 Longitude: 115° 51' 27.24" W  
 Horizontal Datum: NAD83  
 Site Elevation (BF): 2384 (nearest foot)  
 Structure Height (AGL): 125 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Nacelle Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None

Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other:

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 17 of 36 TSP's, 35 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000233709-13

Sponsor: Southern California Edison - WS

Details for Case : 20 D-EC 70-TSP-1 (79A)

Show Project Summary

Case Status

ASN: 2013-AWP-2686-0E  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None  
 Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:  
 Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other W/ Antenna  
 Structure Name: 20 D-EC 70-TSP-1 (79A)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 50' 25.00" N  
 Longitude: 116° 51' 32.16" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 7417 (nearest foot)  
 Structure Height (AGL): 130 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

Nacelle Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None  
 Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure  
 Other :

Nearest City: Banning  
 Nearest State: California

Description of Location: THIS IS 18 of 36 TSP's. 36 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 30 D-C 168X-TSP-1 (30)

Show Project Summary

Case Status

ASN: 2013-AWP-2687-OE
Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction
Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\* For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna
Structure Name: 30 D-C 168X-TSP-1 (30)
NOTAM Number:
FCC Number:
Prior ASN:

Structure Details

Latitude: 33° 55' 56.70" N
Longitude: 116° 49' 30.00" W
Horizontal Datum: NAD83
Site Elevation (MSL): 2078 (nearest foot)
Structure Height (AGL): 130 (nearest foot)
Current Height (AGL): (nearest foot)
\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.
Mast Height (AGL): (nearest foot)
\* For Wind Turbines 500ft AGL or greater.

Common Frequency Bands

Low Freq High Freq Freq Unit ERP ERP Unit

Specific Frequencies

Requested Marking/Lighting: None
Other:
Recommended Marking/Lighting:
Current Marking/Lighting: N/A Proposed Structure
Other: [input box]

Nearest City: Banning
Nearest State: California

Description of Location: THIS IS 19 of 36 TSP's. 37 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure filing.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 31 D-V 168W-TSP-1 (29A)

[Show Project Summary](#)

Case Status

ASN: 2013-AWP-2688-0E  
 Status: Accepted

Date Accepted: 05/08/2013  
 Date Determined:  
 Letters: None  
 Documents: None

Public Comments: None

Project Documents:  
 None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\* For temporary cranes-Does the permanent structure require separate notice to the FAA?  
 To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed.  
 If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 31 D-V 168W-TSP-1 (29A)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 55' 59.11" N  
 Longitude: 116° 49' 37.09" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2084 (nearest foot)  
 Structure Height (AGL): 130 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Nacelle Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None  
 Other :

Recommended Marking/Lighting:  
 Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Benning  
 Nearest State: California  
 Description of Location: TH15 IS 20 of 36 TSP's. 36 of 54 TOTAL structures being filed in Benning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).  
 On the Project Summary page upload any certified survey.  
 Description of Proposal: Please refer to uploaded Map and Structure Filing.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 32 D-V 168V-TSP-1 (29)

Show Project Summary

Case Status

ASN: 2013-AWP-2689-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents:  
 None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 32 D-V 168V-TSP-1 (29)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 55' 59.42" N  
 Longitude: 116° 49' 42.50" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 209 (nearest foot)  
 Structure Height (AGL): 120 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Includes details in the Description of Proposal.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

Netalls Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater.

Requested Marking/Lighting: None  
 Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearst City: Banning  
 Nearst State: California

Description of Location: THIS IS 31 of 36 TSP's.  
 On the Project Summary page upload any certified survey. 39 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.



## Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

## Details for Case : D-V 168U-TSP-1 (28)

[Show Project Summary](#)

## Case Status:

ASN: 2013-AWP-2690-OE  
Status: Accepted

Date Accepted: 05/06/2013

Date Determined:

Letters: None

Documents: None

Project Documents:  
None

Public Comments: None

## Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\* For temporary cranes - Does the permanent structure require separate notice to the FAA?  
To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed.  
If it is not filed, please state the reason in the Description of Proposal.

State Filing:

## Structure Summary

Structure Type: Other w/o Antenna

Structure Name: D-V 168U-TSP-1 (28)

NOTAM Number:

FCC Number:

Prior ASN:

## Structure Details

Latitude: 33° 55' 58.48" N

Longitude: 116° 49' 50.63" W

Horizontal Datum: NAD83

Site Elevation (SE): 2099 (nearest foot)

Structure Height (AGL): 125 (nearest foot)

Current Height (AGL): (nearest foot)

\* For notice of alteration or existing provide the current  
AGL height of the existing structure.  
Include details in the Description of Proposal

Nacelle Height (AGL): (nearest foot)

\* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 22 of 36 TSP's.  
40 of 54 TOTAL structures being filed in  
Banning. 18 are Lattice Steel Towers (LST),  
36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure  
listing.

## Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

## Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 34 D-V 168T-TSP-1 (27)

Show Project Summary

Case Status

ASN: 2013-AWP-2691-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

*\* For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.*

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 34 D-V 168T-TSP-1 (27)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 55' 59.48" N  
 Longitude: 116° 50' 2.07" W  
 Horizontal Datum: NAD83  
 Site Elevation (SR): 211V (nearest foot)  
 Structure Height (AGL): 125 (nearest foot)  
 Current Height (AGL): (nearest foot)  
*\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal*

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

Nacelle Height (AGL): (nearest foot)  
*\* For Wind Turbines 500ft AGL or greater*

Requested Marking/Lighting: None  
 Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning  
 Nearest State: California

Description of Location: THIS IS 23 of 36 TSP's, 41 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 35 D-V 168S-TSP-1 (26)

Show Project Summary

Case Status

ASN: 2013-AWP-2692-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None  
 Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:  
 Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 35 D-V 168S-TSP-1 (26)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 55' 59.51" N  
 Longitude: 116° 50' 10.78" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 7137 (nearest foot)  
 Structure Height (AGL): 125 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP GWT |
|----------|-----------|-----------|-----|---------|
|----------|-----------|-----------|-----|---------|

Specific Frequencies

Max Allow Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None  
 Other :  
 Recommended Marking/Lighting:  
 Current Marking/Lighting: N/A Proposed Structure  
 Other :

Nearest City: Banning  
 Nearest State: California

Description of Location: THIS IS 24 of 36 TSP's. 42 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure Rating.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 36 D-V 168R-TSP-1 (25A)

Show Project Summary

Case Status

ASN: 2013-AWP-2693-0E  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

*if Temporary* : Months: Days:

Work Schedule - Start:

Work Schedule - End:

*\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.*

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 36 D-V 168R-TSP-1 (25A)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 35' 59.52" N

Longitude: 116° 50' 19.18" W

Horizontal Datum: NAD83

Site Elevation (SE): 2154 (nearest foot)

Structure Height (AGL): 120 (nearest foot)

Current Height (AGL): (nearest foot)

*\* For notice of alteration on existing provide the current AGL height of the existing structure. Include details in the Description of Proposal*

Mast(s) Height (AGL): (nearest foot)  
*\* For Wind Turbines 500ft AGL or greater*

Requested Marking/Lighting: None  
*Other :*

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

*Other :*

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 25 of 36 TSP's.  
 On the Project Summary page upload any certified survey. 43 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure Billing.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



## Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

## Details for Case : 37 D-V 168Q-TSP-1 (25)

[Show Project Summary](#)

## Case Status

ASN: 2013-AWP-2694-OE  
Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents:  
None

Public Comments: None

## Construction / Alteration Information

Notice Of: Construction  
Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\* For temporary cranes-Does the permanent structure require separate notice to the FAA?  
To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed.  
If it is not filed, please state the reason in the Description of Proposal.

State Filing:

## Structure Details

Latitude: 33° 35' 59.50" N  
Longitude: 116° 50' 27.83" W  
Horizontal Datum: NAD83  
Site Elevation (56): 2176 (nearest foot)  
Structure Height (AGL): 130 (nearest foot)  
Current Height (AGL): (nearest foot)

\* For notice of alteration or existing provide the current  
AGL height of the existing structure.  
Include details in the Description of Proposal.

Mast Height (AGL): (nearest foot)  
\* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None  
Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other : 

Nearest City: Banning  
Nearest State: California

Description of Location: THIS IS 26 of 36 TSP's.  
44 of 54 TOTAL structures being filed in  
Banning. 18 are Lattice Steel Towers (LST),  
36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure  
listing.

## Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

## Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 38 D-V 168P-TSP-1 (24)

[End of Project Summary](#)

Case Status

ASN: 2013-AWP-2695-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 38 D-V 168P-TSP-1 (24)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 55' 59.51" N  
 Longitude: 116° 50' 36.48" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2198 (nearest foot)  
 Structure Height (AGL): 130 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.

Nacelle Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater:

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning  
 Nearest State: California

Description of Location: THIS IS 27 of 36 TSP's. 45 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000236709-13

Sponsor: Southern California Edison - WS

Details for Case : 39 D-V 1680-TSP-1 (23)

Show Project Summary

Case Status

ASN: 2013-AWP-2695-DE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other W/o Antenna  
 Structure Name: 39 D-V 1680-TSP-1 (23)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 55' 59.52" N  
 Longitude: 115° 30' 44.85" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2217 (nearest foot)  
 Structure Height (AGL): 130 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.

Maxella Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None  
 Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure  
 Other:

Nearest City: Banning  
 Nearest State: California

Description of Location: THIS IS 28 of 36 TSP's.  
 On the Project Summary page upload any certified survey. 46 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST). 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Max and Structure listing.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 40 D-V 168N-TSP-1 (22B)

Show Project Summary

Case Status

ASN: 2013-AWP-2697-DE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

*\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.*

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 40 D-V 168N-TSP-1 (22B)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 55' 59.54" N  
 Longitude: 118° 50' 51.75" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2234 (nearest foot)  
 Structure Height (AGL): 120 (nearest foot)  
 Current Height (AGL): (nearest foot)  
*\* For notices of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal*

Max Allow Height (AGL): (nearest foot)  
*\* For Wind Turbines 500ft AGL or greater*

Requested Marking/Lighting: None  
 Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure  
 Other:

Nearest City: Banning  
 Nearest State: California

Description of Location: THIS IS 29 of 36 TSP's.  
 On the Project Summary page upload any certified survey. 47 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 41 D-V 168M-TSP-1 (22A)

[View Project Summary](#)

Case Status

ASN: 2013-AWP-2698-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

*If Temporary - Months: Days:*

Work Schedule - Start:

Work Schedule - End:

*\* For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.*

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 41 D-V 168M-TSP-1 (22A)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 55' 59.54" N  
 Longitude: 116° 50' 56.61" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2250 (nearest foot)  
 Structure Height (AGL): 104 (nearest foot)  
 Current Height (AGL): (nearest foot)  
*\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal*

Mastle Height (AGL): (nearest foot)  
*\* For Wind Turbines 500ft AGL or greater*

Requested Marking/Lighting: None  
*Other :*

Recommended Marking/Lighting:  
 Current Marking/Lighting: N/A Proposed Structure

*Other :*

Nearest City: Banning  
 Nearest State: California

Description of Location: THIS IS 30 OF 36 TSP's, 48 OF 54 TOTAL structures being filed in Banning, 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 42 D-V 168L-TSP-1 (22)

[Show Project Summary](#)

Case Status

ASN: 2013-AWP-2699-0E  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 42 D-V 168L-TSP-1 (22)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 59' 59.53" N  
 Longitude: 115° 51' 4.77" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2271 (nearest foot)  
 Structure Height (AGL): 130 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Nacelle Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None  
 Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning  
 Nearest State: California

Description of Location: THIS IS 31 of 36 TSP's. 49 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 43 D-V 168K-TSP-1 (21)

Show Project Summary

Case Status

ASN: 2013-AWP-2700-OE
Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction
Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna

Structure Name: 43 D-V 168K-TSP-1 (21)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details:

Latitude: 33° 55' 59.53" N
Longitude: 116° 51' 13.35" W
Horizontal Datum: NAD83
Site Elevation (SE): 2292 (nearest foot)
Structure Height (AGL): 125 (nearest foot)
Current Height (AGL): (nearest foot)
\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Max Cable Height (AGL): (nearest foot)
\* For Wind Turbines 500ft AGL or greater

Requested Marking/Lighting: None
Other:

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure
Other:

Nearest City: Banning
Nearest State: California

Description of Location: THIS IS 32 of 36 TSP's. 50 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure Listing.

Common Frequency Bands

Low Freq High Freq Freq Unit ERP ERP Unit

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 44 D-V 168J-TSP-1 (20A)

Show Project Summary

Case Status

ASN: 2013-AWP-2701-OE  
 Status: Accepted

Date Accepted: 05/08/2013  
 Date Determined:  
 Letters: None  
 Documents: None

Public Comments: None

Project Documents: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent  
 If Temporary: Months: Days:

Work Schedule - Start:  
 Work Schedule - End:

\* For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 44 D-V 168J-TSP-1 (20A)  
 NOTAM Number:  
 FCC Number:  
 Prior ASH:

Structure Details

Latitude: 33° 56' 6.42" N  
 Longitude: 116° 51' 18.28" W  
 Horizontal Datum: NAD83  
 Site Elevation (MSL): 2328 (nearest foot)  
 Structure Height (AGL): 145 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal  
 Masts Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater

Common Frequency Bands

| Low Freq | High Freq | Free Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting:

N/A Proposed Structure

Other :

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 33 of 36 TSP's. 51 of 54 TOTAL structures being filed in Banning. 16 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal:

Please refer to uploaded Map and Structure listing.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238705-13

Sponsor: Southern California Edison - WS

Details for Case 145 D-V 1681-TSP-1 (20)

Show Project Summary

Case Status

ASN: 2013-AWP-2702-0E  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary : Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 45 D-V 1681-TSP-1 (20)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 56' 12.85" N  
 Longitude: 116° 51' 23.18" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2359 (nearest foot)  
 Structure Height (AGL): 145 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal

Nacelle Height (AGL): (nearest foot)  
 \* For Wind Turbines 500ft AGL or greater.

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning  
 Nearest State: California

Description of Location: THIS IS 34 of 36 TSP's. 52 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case : 46 D-V 168H-TSP-1 (19)

Show Project Summary

Case Status

ASN: 2013-AWP-2703-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents: None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

If Temporary: Months: Days:

Work Schedule - Start:

Work Schedule - End:

\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.

State Filing:

Structure Summary

Structure Type: Other w/ Antenna  
 Structure Name: 46 D-V 168H-TSP-1 (19)

NOTAM Number:

FCC Number:

Prior ASN:

Structure Details

Latitude: 33° 56' 19.22" N  
 Longitude: 116° 51' 27.75" W  
 Horizontal Datum: NAD83  
 Site Elevation (SE): 2385 (nearest foot)  
 Structure Height (AGL): 130 (nearest foot)  
 Current Height (AGL): (nearest foot)  
 \* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal.  
 Mucelle Height (AGL): (nearest foot)  
 † For Wind Turbines 500ft AGL or greater

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Limit |
|----------|-----------|-----------|-----|-----------|
|----------|-----------|-----------|-----|-----------|

Specific Frequencies

Requested Marking/Lighting: None

Other :

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

Other :

Nearest City: Banning

Nearest State: California

Description of Location: THIS IS 35 of 38 TSP's. 53 of 54 TOTAL structures being filed in Banning. 18 are Lattice Steel Towers (LST), 36 are Tubular Steel Poles (TSP).

Description of Proposal:

Please refer to uploaded Map and Structure listing.



Notice of Proposed Construction or Alteration - Off Airport

Project Name: SOUTH-000238709-13

Sponsor: Southern California Edison - WS

Details for Case :47 D-V 168G-TSP-1 (18A)

[View Project Summary](#)

Case Status

ASN: 2013-AWP-2704-OE  
 Status: Accepted

Date Accepted: 05/08/2013

Date Determined:

Letters: None

Documents: None

Project Documents:  
None

Public Comments: None

Construction / Alteration Information

Notice Of: Construction  
 Duration: Permanent

*If Temporary* - Months: Days:

Work Schedule - Start:

Work Schedule - End:

*\*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.*

State Filing:

Structure Summary

Structure Type: Other w/o Antenna  
 Structure Name: 47 D-V 168G-TSP-1 (18A)  
 NOTAM Number:  
 FCC Number:  
 Prior ASN:

Structure Details

Latitude: 33° 56' 24.83" N  
 Longitude: 116° 51' 32.60" W  
 Horizontal Datum: WAD83  
 Site Elevation (SE): 2413 (nearest foot)  
 Structure Height (AGL): 150 (nearest foot)  
 Current Height (AGL): (nearest foot)  
*\* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal*

Mastle Height (AGL): (nearest foot)  
*\* For Wind Turbines 500ft AGL or greater*

Requested Marking/Lighting: None  
*Other :*

Recommended Marking/Lighting:

Current Marking/Lighting: N/A Proposed Structure

*Other :*

Nearest City: Benning

Nearest State: California

Description of Location: THIS IS 36 of 36 TSP's.  
 On the Project Summary page upload any certified survey. 54 of 54 TOTAL structures being filed in Benning. 18 are Lattice Steel Towers (LST); 36 are Tubular Steel Poles (TSP).

Description of Proposal: Please refer to uploaded Map and Structure listing.

Common Frequency Bands

| Low Freq | High Freq | Freq Unit | ERP | ERP Unit |
|----------|-----------|-----------|-----|----------|
|----------|-----------|-----------|-----|----------|

Specific Frequencies

APPENDIX J-7 – ADDITIONAL MATERIALS PROVIDED FOR A COMPLETE RECORD  
OF PROCEEDINGS

**WEST OF DEVERS UPGRADE**

**LETTER AGREEMENT**

**JUNE 12, 2013**



Kevin M. Payne  
Vice President

June 12, 2013

Chairman Robert Martin  
The Morongo Band of Mission Indians  
12700 Pumarra Road  
Banning, CA 92220

Re: Right-of-Way 4 Route Alternative Determination Date for Proposed West of Devers  
("WOD") Upgrade Project

Dear Chairman Martin:

Per our recent discussions with your staff and consultants, this letter will supersede the letter on the same subject matter sent May 29, 2013. As stated in our letter agreements dated March 14, 2013 and May 10, 2013 ("the Letter Agreements"), Morongo and Southern California Edison ("SCE") representatives acknowledged that the parties needed to agree upon a date by which if one of the Right-of-Way 4 route alternatives is not feasible due to Federal Aviation Administration restrictions, SCE and Morongo will advocate to the California Public Utilities Commission that the other route should be selected as Right-of-Way 4 and the preferred route. A meeting between SCE and Morongo representatives, including Roger Meyer, Karen Woodard and George Forman, was held on May 23, 2013 to determine this date.

The final engineering and procurement of material for the WOD Upgrade Project will commence immediately following the CPUC's issuance of their Draft Environmental Impact Report (DEIR) for the project. Although SCE does not know exactly when the CPUC will issue the DEIR, October 14, 2014 is a reasonable forecast, given current scheduling projections and past-project experience. As such, the participants in the above-mentioned meeting all agreed that October 14, 2014 or, if the CPUC has not issued its DEIR for the project by that date, the earlier of the date upon which the CPUC actually issues its DEIR or January 1, 2015, would be the date by which if Right-of-Way 4 route alternative Option 1 is not feasible due to FAA restrictions, Morongo and SCE will advocate to the CPUC that alternative Option IX be chosen as Right-of-Way 4 and the preferred route.

Thank you for your attention to this very important issue. Please sign below to confirm your concurrence with the statements in this letter and return the executed letter to me at your earliest convenience. We look forward to continuing to work with you.

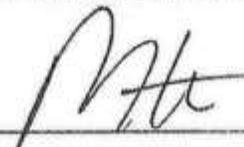
Best Regards,

A handwritten signature in cursive script that reads "Kevin M. Payne".

Page 2 of Letter to Chairman Robert Martin

cc: George Forman, Esq.  
Karen Woodard  
Roger Meyer

Acknowledged and Agreed:  
MORONGO BAND OF MISSION INDIANS

By:  \_\_\_\_\_

Date: 6/21/13