

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2131 WALNUT GROVE AVENUE
GO3 - 2ND FLOOR
ROSEMEAD, CA 91770
TITLE AND REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

| | | | | | |
|---|-----------------------------|---|----------------------|---------------------|---------------------------------|
| DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00) | DISTRICT Antelope Valley | SERVICE ORDER 800680849 | SERIAL NO. 69265A | MAP SIZE 073-086 | AFFECTS SCE DOCUMENTS 117371 |
| SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME | FIM 130-708 APN | APPROVED: REAL PROPERTIES DEPARTMENT | BY LC | DATE 05/26/2011 | APPROVED: SCE Law Dept. - CK |

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20 ___, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF LANCASTER, a municipal corporation of the State of California, hereinafter called "City",

W I T N E S S E T H:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

That certain right of way easement recorded June 19, 1951 as Instrument No. 2750 in Book 36569, page 34 of Official Records, in the Office of the Los Angeles County Recorder, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Avenue K-8 in said City, County of Los Angeles, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", and shown and designated as "Area in Joint Use Agreement" on said print marked "Exhibit A".

City hereby agrees to pay for the total direct and indirect costs incurred by Company for relocating its facilities from Company's easement and reconstructing the same in the new location,

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including, but not limited to, the cost of acquiring any easements or rights of way over private property.

In consideration of the payment to Company of the cost of relocation as aforesaid, and upon acquisition of any and all easements over private property as may be required for the relocation of Company's facilities to the new location, Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of City in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence. City warrants that the City's rights to the new location will allow the Company to exercise all the rights granted by the Company's easement.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional facilities

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or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

Company estimates the cost of relocation to be approximately \$21,525.05. Company further estimates that relocation should take approximately 58.8 hours or 2-crew days (32-hours per day for a crew).

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON
COMPANY,
a corporation

By _____
Cynthia Calemno
Right of Way Agent
Land Management Division
Real Properties Department

CITY OF LANCASTER, a municipal
corporation

REN

By _____
Name _____
Title _____

By _____
Name _____
Title _____

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State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

State of California)

County of _____)

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

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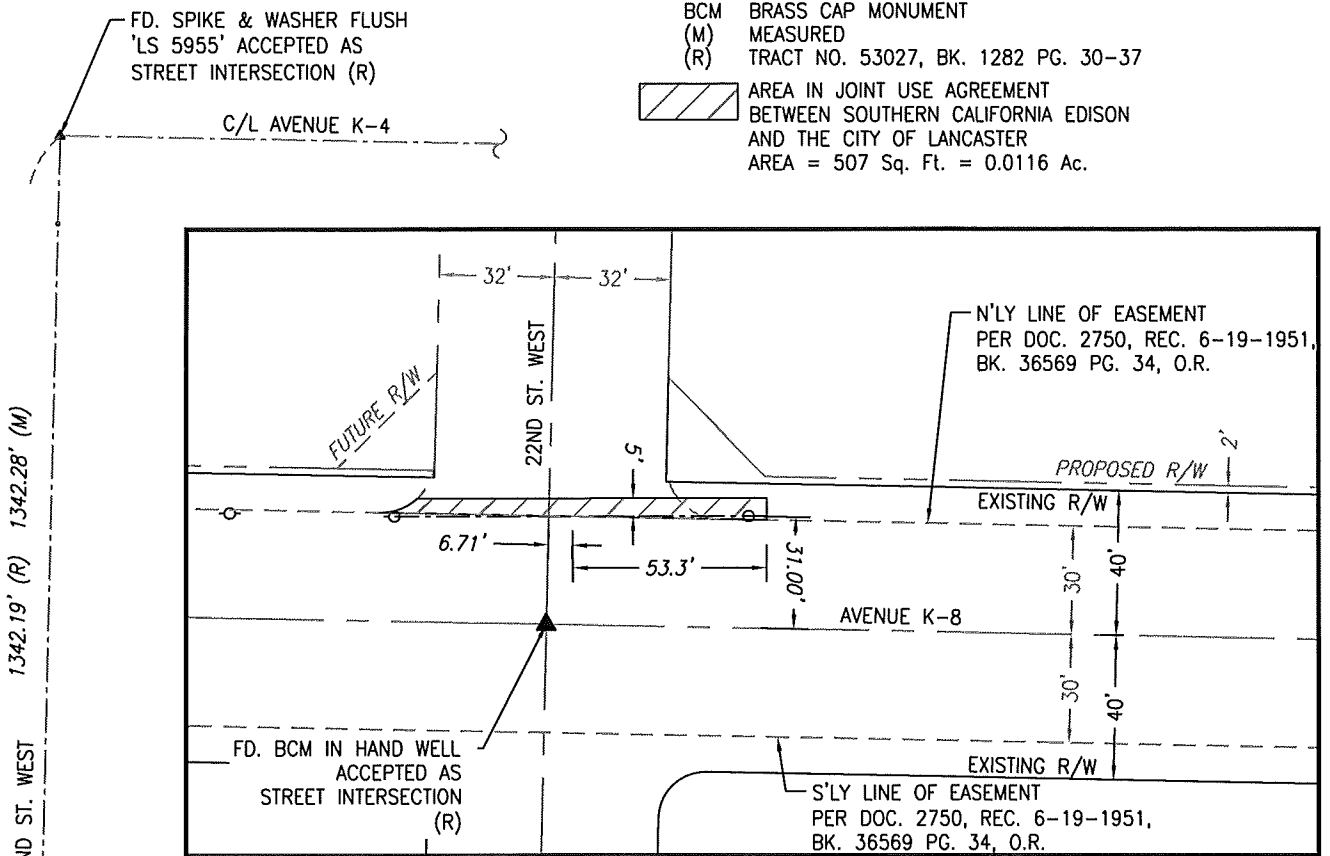
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

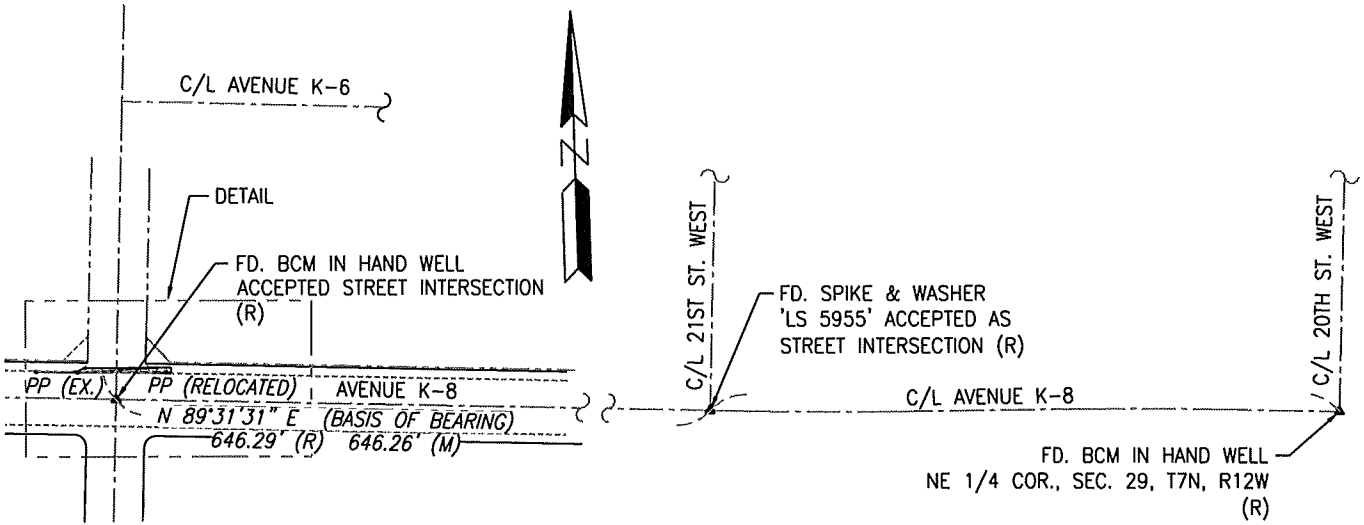
Signature _____

Exhibit "A"

POR. NE 1/4 SEC 29, T7N, R12W. SBBM
 IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES
 STATE OF CALIFORNIA



DETAIL
 SCALE: 1"=50'



LOCATION MAP
 SCALE: 1"=200'

EXHIBIT "A"


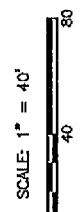
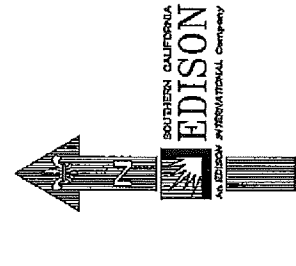
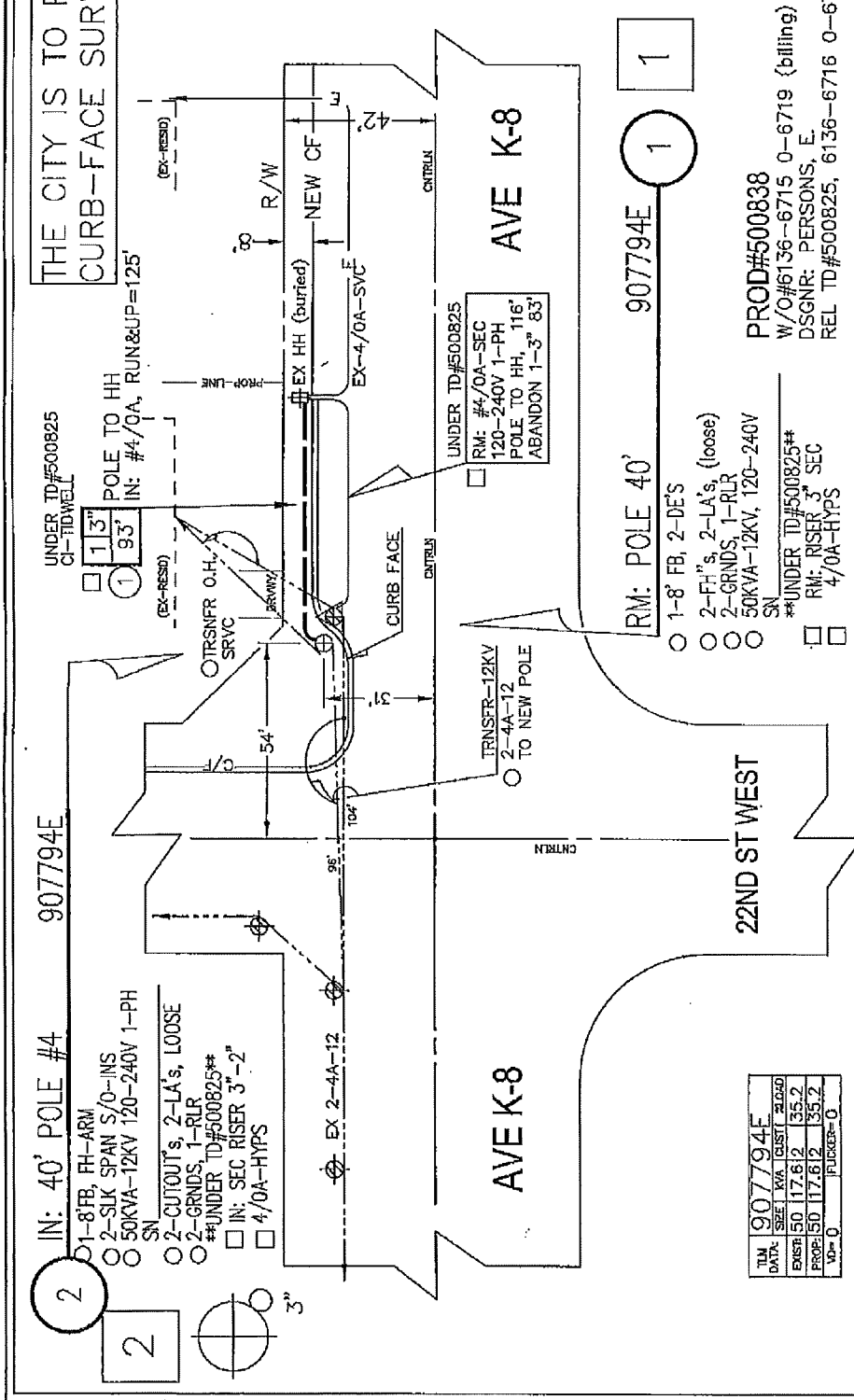
| | | | |
|--|--------------------------------------|--|---|
| PROJECT NAME: DISTRIBUTION POLE #90997943 (INTERSECTION OF AVENUE K-8 AND 22ND ST. WEST) | | | M.S. 73-86 |
| MAP & F.B. REF: 10698/85-89 | | CITY: LANCASTER | COUNTY: LOS ANGELES |
| DRAWN BY: NM | SURVEYED BY: CBARDEN-COMER-HERNANDEZ | |  SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company |
| DATE: 4-18-11 | LAND INFO.: L.CHAVEZ | SER.: 69265A | |
| WORK ORDER NO.: 800680849 | NOTIFICATION NO.: 201390432 | File Name: M:\ARCHIVE\DRAWING\ 2011-201390432_R2.DWG | |

Exhibit "B"

THE CITY IS TO PROVIDE CURB OR CURB-FACE SURVEY FOR SCE CREW

EXHIBIT "B"

**PERMIT REQD
OUTAGE REQD
PTC NOT REQUIRED**



- 1-8' FB, FH-ARM
- 2-SLK SPAN S/O-INS
- 50KVA-12KV 120-240V 1-PH
- 2-CUTOFF'S, 2-LA's, LOOSE
- 2-GRNDS, 1-RLR
- **UNDER TD#500825**
- IN: SEC RISER 3"-2"
- 4/0A-HYPS

UNDER TD#500825

RM: #4/0A-SEC
120-240V 1-PH
POLE TO HH, 116'
ABANDON 1'-3" 83'

TRANSFER-12KV
2-4A-12
TO NEW POLE

- 1-8' FB, 2-DE'S
- 2-FH's, 2-LA's, (loose)
- 2-GRNDS, 1-RLR
- 50KVA-12KV, 120-240V
- SN
- **UNDER TD#500825**
- RM: RISER 3" SEC
- 4/0A-HYPS

| | | | | | |
|---------|---------|--------|-------|------|-----------|
| TLM | 907794E | | | | |
| DATE | SIZE | KVA | CLUST | LOAD | |
| EXHIBIT | 50 | 17.612 | | 35.2 | |
| PROP. | 50 | 17.612 | | 35.2 | |
| W/O-D | | | | | PUNCKER-O |

PROD#500838
W/O#6136-6715 0-6719 (billing)
DSG NR: PERSONS, E.
REL TD#500825, 6136-6716 0-6720

○ O.H. TD# 500838 BILLING
6136-6715, 0-6719, DES 331620

□ UG TD# 500825 NON-BILLING
6136-6716, 0-6720, DES 331607

SEE DES# 331620 FOR W/O MAP

| | | |
|--|--------------------------------|---|
| DISTRICT 36 - ANTELOPE VALLEY | PLANNER BOOSALIS, RON | 6136-6716 0-6719 |
| FOREMAN FRAL MGR. BOOSALIS, RON | PHONE 661-609-1809 | DESIGN NO. TD# 500838 |
| TRUCK NO. P/E | INVENTORY MAP NO. THOMAS GUIDE | GRID NO. |
| EXISTING | 138-76A & B | LAC 4105 D3 |
| CHANGE TO | TM | L.P.A. NO. |
| PRODUCT/SAP NO. 500838-RELOCATE FACILITIES | PRODUCT/SAP NO. TD#500838 | PRODUCT/SAP NO. 6136-6715, 0-6719 TD#500838 |
| REV | BOOSALIS, RON | 41230 |
| ORIG | BOOSALIS, R | 41230 |
| TYPE | BOOSALIS, R | 41230 |
| DATE | CHECKED BY | DATE |
| PROPOSED CONSTRUCTION (LOCATION) | CITY OF LANCASTER | TD#500838 |
| | AVENUE KB & 22ND ST W | |
| | LANCASTER 93536 | |
| SHEET | 1 | of 1 |
| JOB NO. | | TD# 500838 |

Southern California Edison Company