

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

RP File No.: REL202562314
Service Order No.: 801110531

Serial 70384A
Affects SCE Document(s) 135318, 137249

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:

Those certain right of way easement(s) recorded September 10, 1953 as Instrument No. 2568 in Book 42650, Page 278 of Official Records and recorded December 30, 1953 as Instrument No. 2893 in Book 43489, Page 166 of Official Records, both in the Office of the Los Angeles County Recorder, hereinafter referred to as "Company's Easement(s)"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Avenue "J" in said City, County of Los Angeles, State of California, hereinafter referred to as "highway right of way", and as shown on the print marked Exhibit "B", attached hereto and 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 as described on the Exhibit "A" and shown on the print marked Exhibit "B" and designated as "Area in Joint Use Agreement".

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1. 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, including, but not limited to, the cost of acquiring any easements or rights of way over private property.
2. 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.
3. 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.
4. 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. In the event Company, of its own accord, elects to relocate its facilities, the Company shall bear all costs associated with such relocation, and shall obtain City's prior written consent as to the new location of its facilities.
5. 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.

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6. 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 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.

7. 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.

8. 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 _____
Joey Gendron
Right of Way Agent
Land Management Division
Real Properties Department

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 _____

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CITY OF LANCASTER, a municipal corporation

By: _____

Name: Mark V. Bozigian

Title: City Manager

Attest:

By: _____

Name: Geri K. Bryan, CMC

Title: City Clerk

Approved as to form and procedure:

By: _____

Name: Allison E. Burns, Esq.

Title: City Attorney

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 _____

EXHIBIT "A"
LEGAL DESCRIPTION

Basis of Bearings Note: The bearings described hereon are based on the bearing N 88°44'32" E along the north line of Section 19, T7N, R11W as shown on Tract Map No. 060I33 Recorded in Book I30I pages 84 / 92 of maps in the office of the County Recorder of Los Angeles County.

That portion of the north half of Section 19, Township 7 North, Range 11 West, SBM in the City of Lancaster, State of California described as follows;

A strip of land, 10 feet in width, the centerline of said strip more particularly described as follows;

Commencing at the North Quarter Corner of said Section 19, said corner being marked by a Los Angeles County brass cap survey monument in a well;

Thence N 88°44'32" E along the centerline of said Section 19, a distance of 189.94 feet;

Thence leaving said line, S 01°15'28" E 44.00 feet to the center of a utility pole existing in August 2013 and the TRUE POINT OF BEGINNING;

Thence N 89°57'32" W along the centerline of said 10 foot strip, 242.34 feet to a Power Pole;

Thence S 89°53'58" W continuing along the centerline of said 10 foot strip, 240.00 feet to a Power Pole.

Containing approximately 4823 square feet

See Exhibit "B" attached hereto and made a part hereon.



Serial 7038AA

EXHIBIT "B"



Allen T. Thompson

SE 1/4 Sec. 18

SW 1/4 Sec. 18



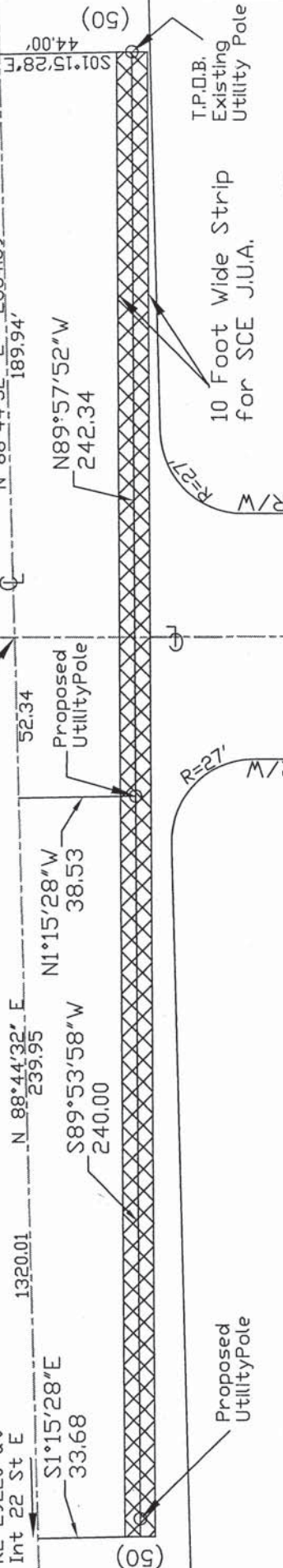
P.D.C.
N. 1/4 Cor. Sec. 19,
T7N, R11W, SBM
Co. Sur. Monument

Avenue "J"

25th Street East

To LA Co Surv
Mon In well at
Int 30 St E

To Spike & W
RE 29220 at
Int 22 St E



NW 1/4 Sec. 19

NE 1/4 Sec. 19

(40)

(40)

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