

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.:
Service Order No.:

Serial No.
Affects SCE Document No.

JOINT USE AGREEMENT

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

W I T N E S S E T H:

WHEREAS Company currently owns, operates and maintains an above ground electrical transmission system as shown on Exhibit "A" attached hereto and incorporated herein by reference (the "Existing Company System"); and

WHEREAS portions of the Existing Company System are located within the territorial boundaries of City; and

WHEREAS City has asked Company to underground portions of the Existing Company System within Rosecrans Avenue, in the areas depicted on the diagram attached as Exhibit "A" (the "Relocation Area"); and

WHEREAS, the portions of the Existing Company System identified for placement underground within the Relocation Area are hereafter referred to as the "Identified Relocation Facilities"; and

WHEREAS, Company is under no obligation to underground the Identified Relocation Facilities in the manner depicted and will not do so unless City agrees to (i) compensate Company for the cost of the undergrounding and (ii) provide Company with certain assurances against future relocations;

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

City agrees that City has the right to permit Company to locate the Identified Relocation Facilities underground within the Relocation Area as depicted in Exhibit "A".

Joint Use Agreement
Between S. C. E., a corp. and
The City of Manhattan Beach
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Affects SCE. Doc No.: _____

If future relocation of the Identified Relocation Facilities (or any portion thereof) is requested by City, City hereby agrees to pay for the total reasonable direct costs incurred by Company for relocating its facilities from the Relocation Area and reconstructing the same in the newly relocated position, which direct costs shall include, but not be limited to, (i) the cost of acquiring any easements or rights of way over private property (whether through direct acquisition or condemnation), (ii) the cost of design, engineering, permitting, environmental review (where applicable) and compliance with regulatory requirements (e.g., General Order 131-D and public postings), (iii) the cost of labor (for both Company and third-party contractors retained by Company), materials, supplies and necessary equipment and (iv) excavation, trenching, restoration, and other construction costs (including any costs associated with relocation of the Identified Relocation Facilities into an above-ground position, if necessary). Direct costs that are reimbursable to Company shall also include expenses associated with reasonable modifications to Company's systems which may be necessitated by the relocation and/or above-grounding (for example, replacement of breakers within/appurtenant to Company substations). In addition to direct costs, City shall be responsible for reimbursing Company for all reasonable indirect costs incurred by Company in connection with relocating and reconstructing its facilities in the newly relocated area, which indirect costs may include, but are not limited to, fees and expenses associated with (A) excavation and removal of any contaminated soils present within the newly relocated position (including testing of materials, transport and containment), (B) retention of temporary laydown, staging and access areas which are necessary for Company's performance of the relocation work, (C) avoidance of interruption in customer service (e.g., provision of back-up power through placement and use of generators), (D) occurrence of power outages and the provision of emergency back-up equipment, services and personnel to respond to and resolve same, (E) the procurement, installation, operation and removal of temporary shoo-fly facilities and (F) unavoidable third-party incidentals. The foregoing reimbursement obligations of City shall not be interpreted to preclude, hinder or otherwise limit Company's ability to seek and obtain compensation from any other governmental entity or third party seeking a removal and/or relocation of Company's facilities through condemnation or otherwise.

City acknowledges that Company's use of the Relocation Area is in common and joint with 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.

Notwithstanding the fact that Company is under no obligation to underground the Identified Relocation Facilities but for these assurances, City agrees that it will use all reasonable efforts to avoid requiring Company to relocate the Identified Relocation Facilities (or any portion thereof) following the undergrounding. Despite the City's use of all reasonable efforts, in the event that the future use of said highway right of way (e.g., a future use of Rosecrans Avenue) shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's underground facilities installed hereunder, City shall first notify Company in writing of such necessity. Thereafter, the parties shall meet and confer to discuss the relocation. To the extent City demands that Company proceed with the relocation, City agrees to pay Company an engineering fee to prepare engineering design plans and an estimate for Company's work. Following Company's preparation of the engineering design plans and work estimate, Company shall present same to City for review. Upon the City's agreement to the plans and its agreement to reimburse Company on demand for its costs, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. Other than a standard right of way encroachment permit (issued by City at no cost to Company, its agents or contractors), no further permit or permission from City for such

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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, (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 acknowledges and agrees that but for its assurances regarding City's use of best efforts to avoid a future relocation and that City will pay for any future relocation (including the costs of the engineering design plans and work estimate), Company would not proceed with the undergrounding.

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; however, City shall not reimburse Company for any loss or damages caused by Company's own fault or negligence.

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.

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 reasonable 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.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

Joint Use Agreement
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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 California corporation

By _____

Right of Way Agent
Land Management Division
Real Properties Department

CITY OF MANHATTAN BEACH, a municipal
corporation

By _____

Name _____

Title _____

By _____

Name _____

Title _____

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“A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.”

State of 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 _____

“A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.”

State of California)

County of _____)

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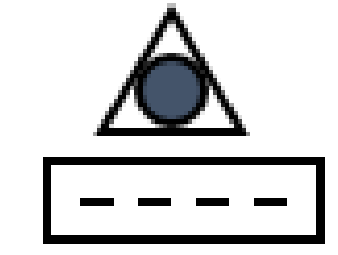
Exhibit "A"

Description/Depiction of the Existing Company System

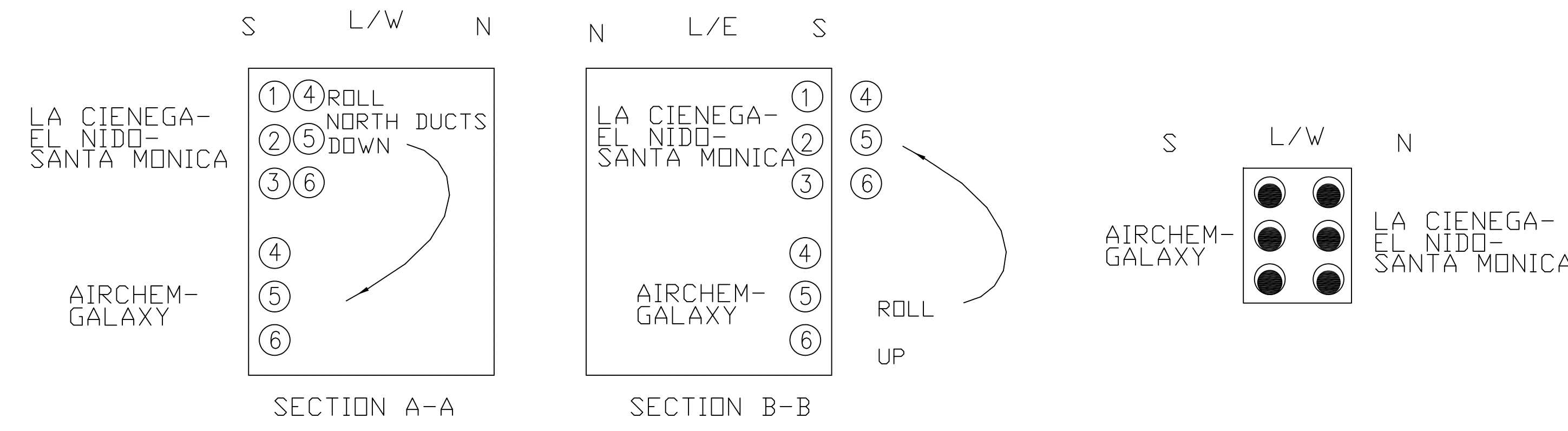
[To Be Attached]

EXHIBIT A

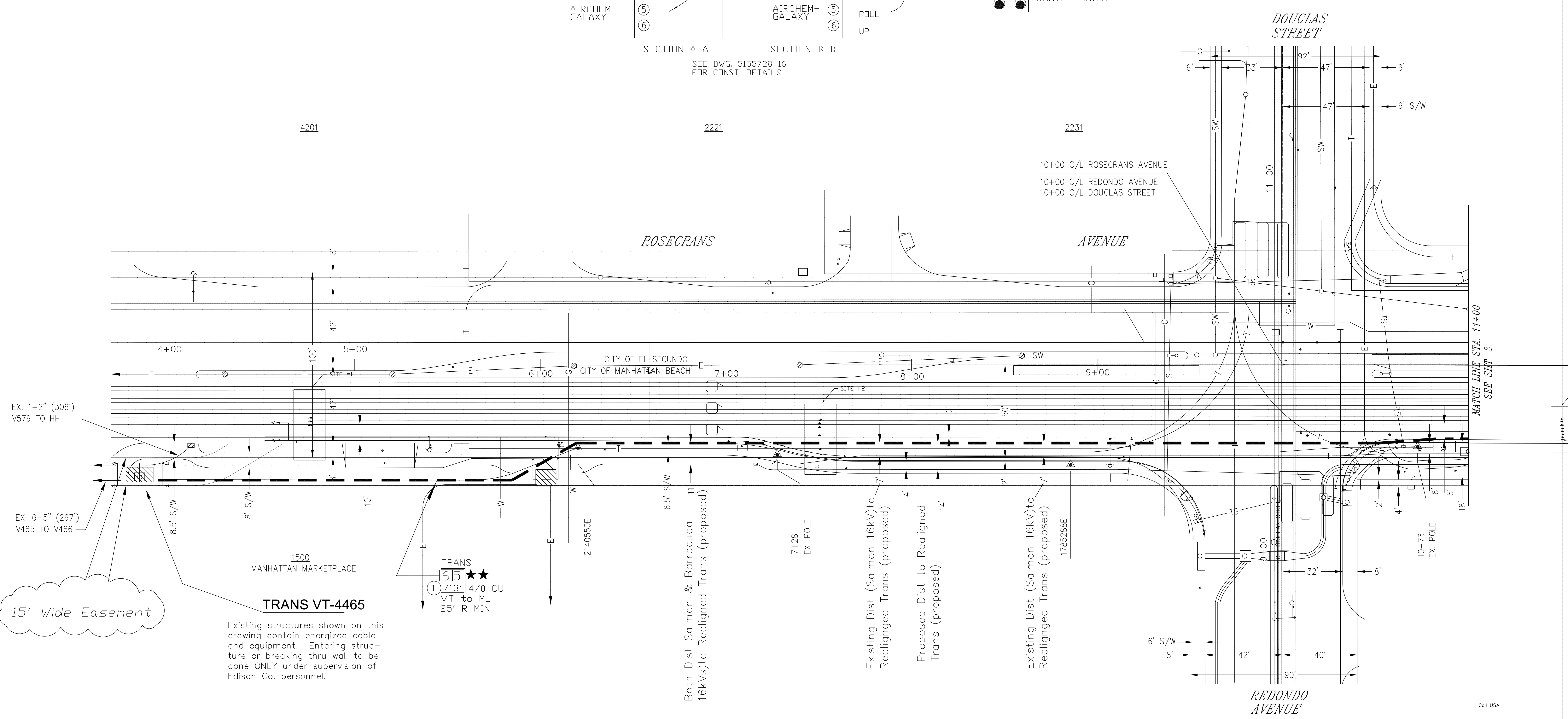
- Existing Company System
- Relocation Area



DETAIL 1



SEE DWG. 5155728-16 FOR CONST. DETAILS



EX. 1-2" (306') V579 TO HH

EX. 6-5" (267') V465 TO V466

15' Wide Easement

1500 MANHATTAN MARKETPLACE

TRANS
65 ★★
① 713' 4/0 CU
VT to ML
25' R MIN.

Existing structures shown on this drawing contain energized cable and equipment. Entering structure or breaking thru wall to be done ONLY under supervision of Edison Co. personnel.

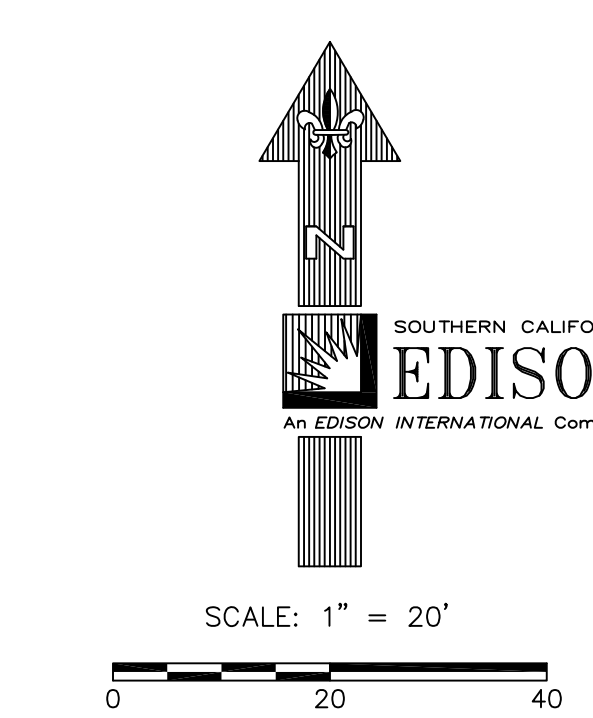
Both Dist Salmon & Barracuda 16kV to Realigned Trans (proposed)

Existing Dist (Salmon 16kV) to Realigned Trans (proposed)

Proposed Dist to Realigned Trans (proposed)

Existing Dist (Salmon 16kV) to Realigned Trans (proposed)

1600 RALEIGH STUDIOS



DISTRICT	SOUTH BAY	PROJECT MANAGER	N. LAM 714 815-2683	ESTIMATOR	RYAN MORGAN 562 631-9346	DATE	10/23/02	J.P.A. NO.	10738468
FOREMAN	THOMAS BRIS, P.E.	BY-PASS	CHANGED TO	DATE	12/20/04	TRUCK NO.	ESD 13 NO.	ESD 17 NO.	
REV	1	T. ALLEN	03/06/03	ICC/INT	ICC/PC	12/20/04			
REV	2	STAN HACK	01/25/05	ICC/INT	ICC/ES	03/16/04			
REV	3	S. THOMPSON	12/20/04	ICC/INT	ICC/ES	03/16/04			
REV	4	S. THOMPSON	03/16/04	ICC/INT	ICC/ES	03/16/04			
REV	5	A. IMBERI	10/11/02	RLB	apl/max	08/26/02			
DATE	03/22/02	DATE		DATE		DATE			
SOUTHERN CALIFORNIA EDISON COMPANY									

UNDERGROUND SERVICE ALERT
1-800-227-2600

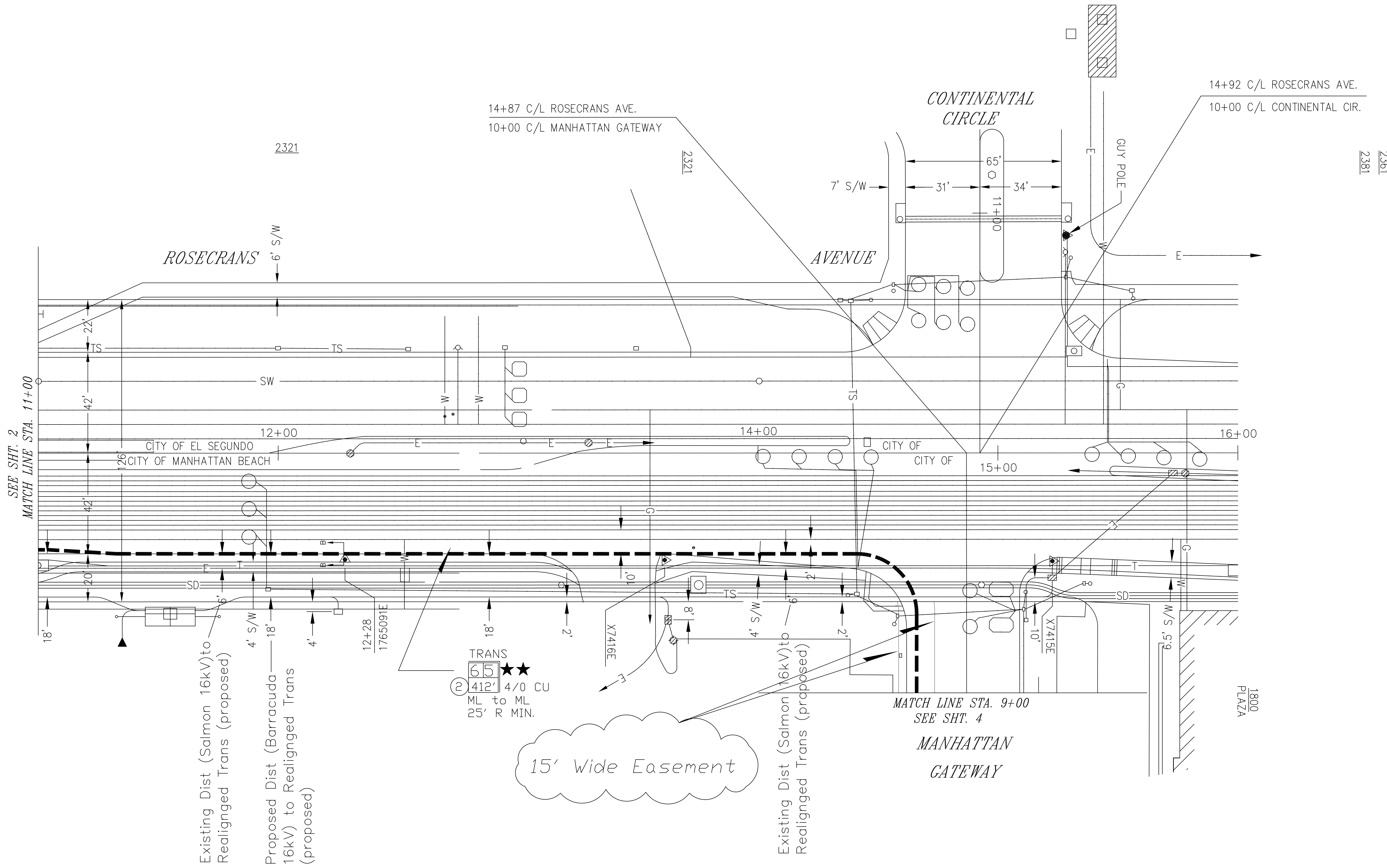
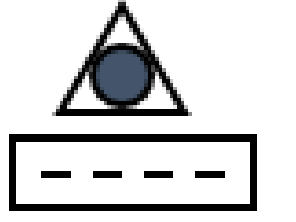
For Underground Locating
2 Working Days Before You Dig

ROSECRANS AVENUE
WEST OF REDONDO AVENUE
TO MANHATTAN GATEWAY
(MANHATTAN BEACH)

DWG. NO. 01-543-2

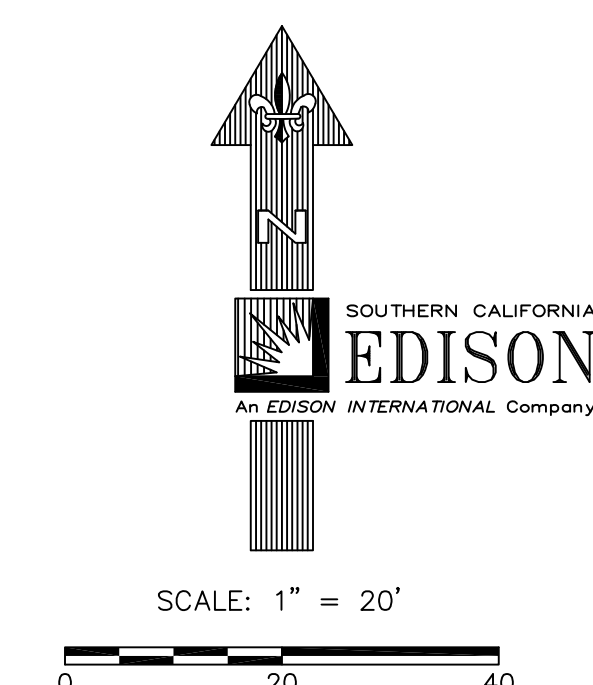
EXHIBIT A

- 1. Existing Company System
- 2. Relocation Area



SEE SHT. 2
MATCH LINE STA. 11+00

MATCH LINE STA. 9+00
SEE SHT. 4



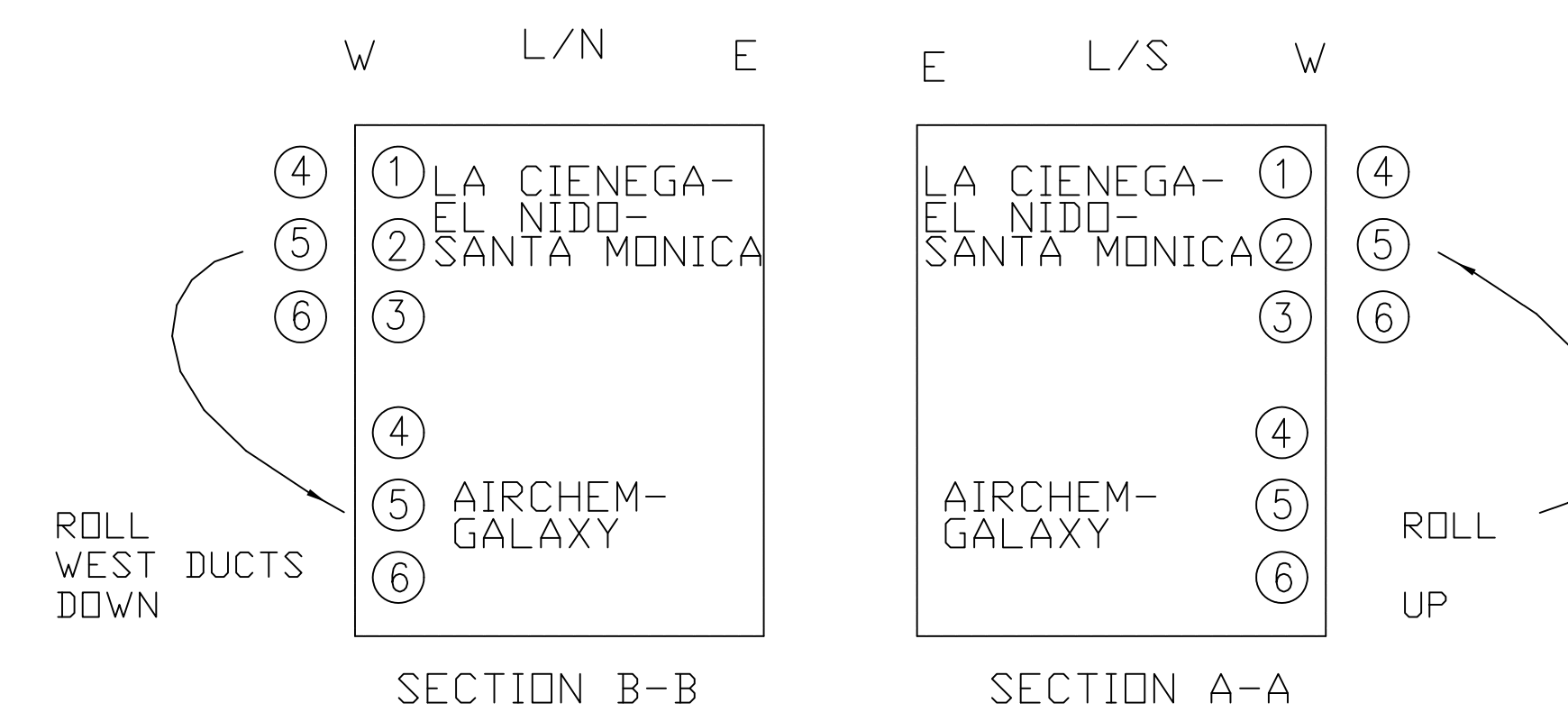
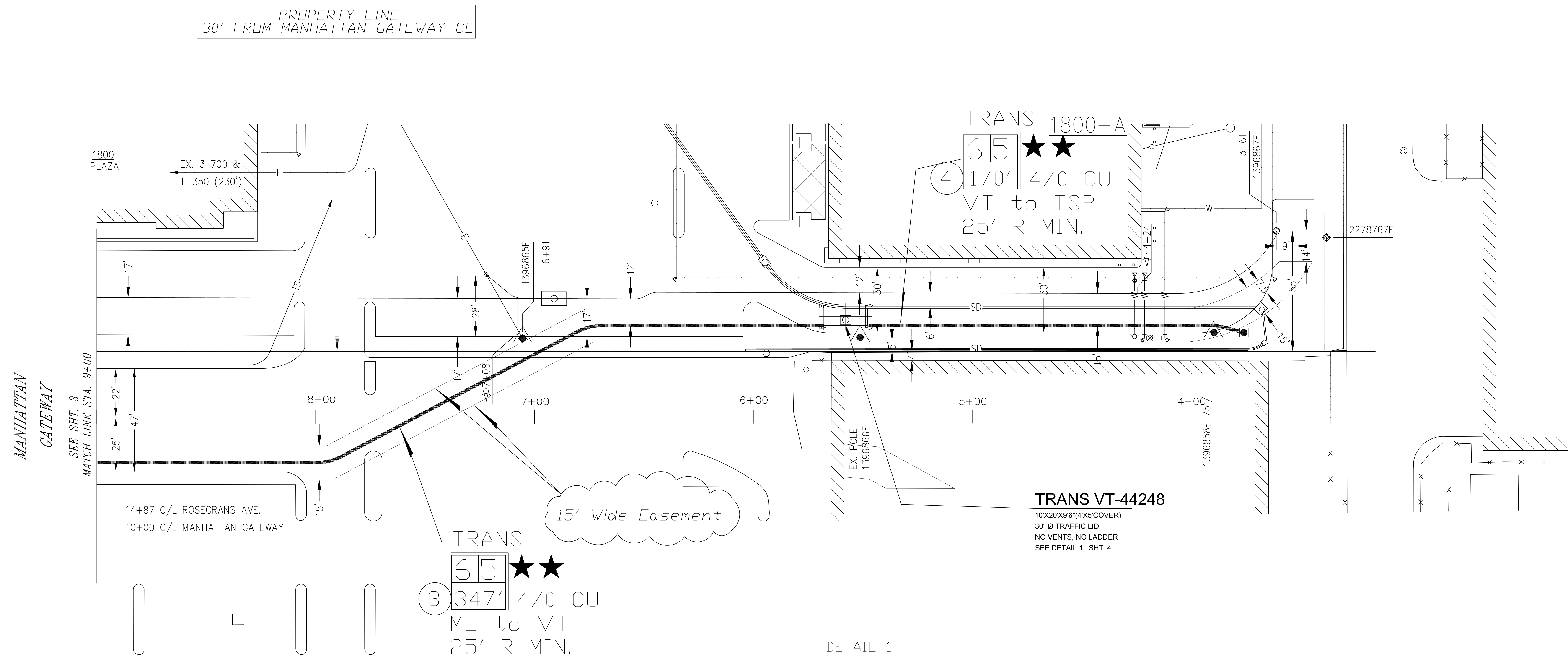
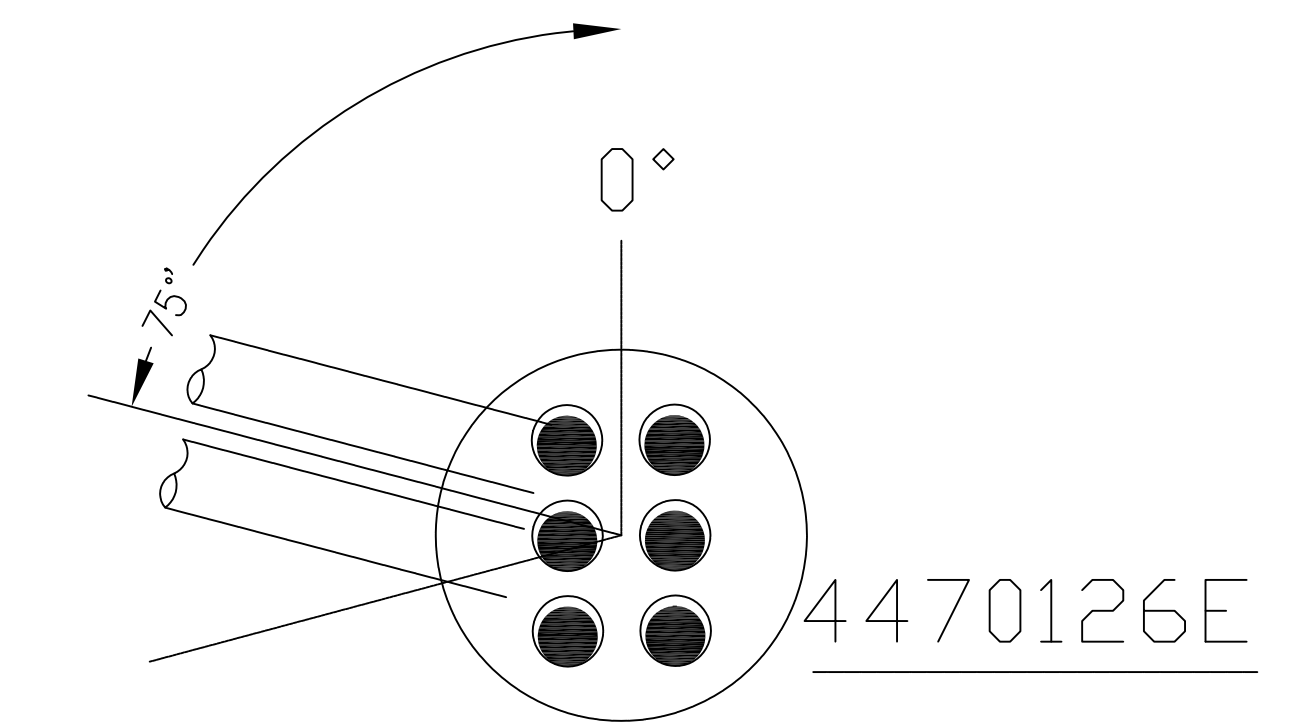
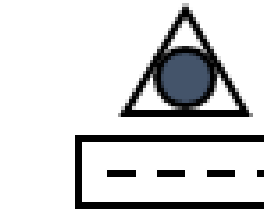
UNDERGROUND SERVICE ALERT
1-800-227-2600

For Underground Locating
2 Working Days Before You Dig

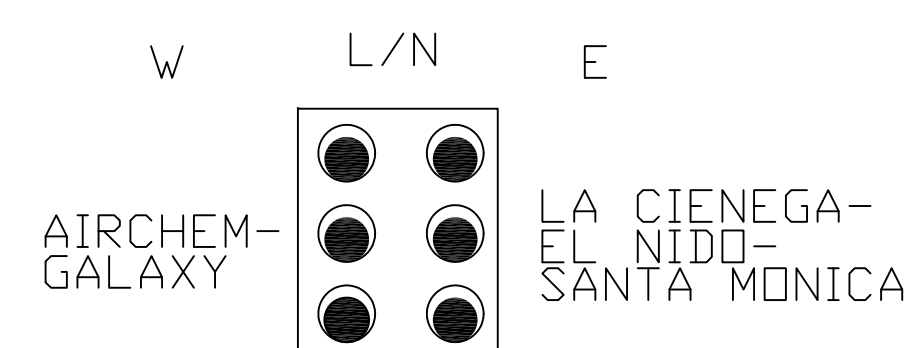
DISTRICT	SOUTH BAY	PROJECT MANAGER	PAO	ESTIMATOR	PAO	C.R.O.	J.P.A. NO.
FOREMAN	THOMAS BROS. PG	N. LAM 714 815-2883	RYAN MORGAN 562 631-9346	INVENTORY MAP NUMBERS	DIST. SHEET NO.	PERIOD ENDING	TRUCK NO.
		L.A. 732-24	L.A. 46-630-9				ASSOCIATED W.O.
T.W.	CD 1	Y	BY-PASS	EXISTING	T.W.	BLDG	GRID NO.
REV 1	F. ALLEN	03/06/09					
REV 2	STAN HACK	01/25/05					
REV 3	S. THOMPSON	12/20/04	icc/jnt	icc/pc	12/20/04		
REV 4	S. THOMPSON	03/16/04	icc/jnt	icc/es	03/16/04		
REV 5	A. IMBERI	10/11/02	RLB	opt/mdx	08/26/02		
APPROVED BY	DATE	CHECKED BY	DATE	DRAWN BY	DATE	SHEET	DWG. NO.
						3 of 4	01-543-2

EXHIBIT A

- 1. Existing Company System
- 2. Relocation Area

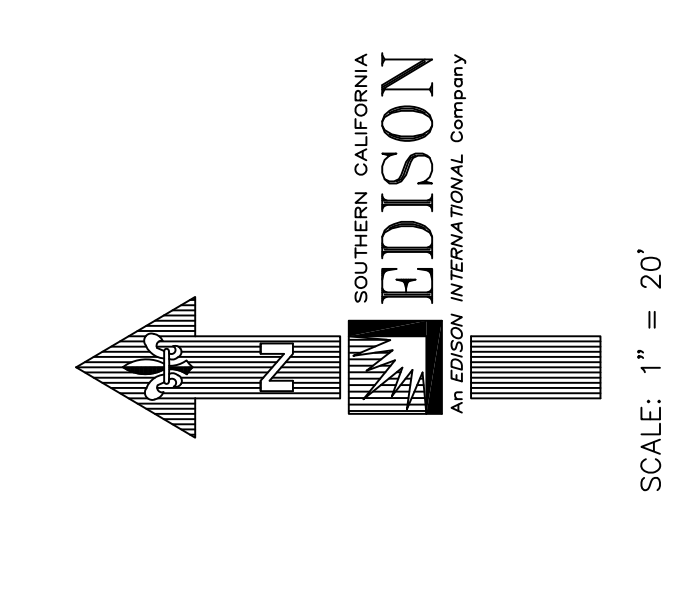


SEE DWG. 5155728-8 FOR CONST. DETAILS



UNDERGROUND SERVICE ALERT
1-800-227-2600

For Underground Locating
2 Working Days Before You Dig



DISTRICT	SOUTH BAY	PROJECT MANAGER	N. LAM 714 815-2862	ESTIMATOR	RYAN MORGAN 562 631-3346	C.W.O.	TD/28468	J.P.A. NO.	
FOREMAN	THOMAS BROOKS	INVENTORY MAP NUMBERS	L.A. 46-630-9	DATE	03/22/02	PERIOD ENDING		TRUCK NO.	
REV. NO.	REV. DATE	BY	DESCRIPTION	DATE	APPROVED	DATE	DATE	ASSOCIATED W.O.	
REV. 1	03/16/04	S. THOMPSON	icc/mt	12/20/04					
REV. 2	03/16/04	S. THOMPSON	icc/mt	03/16/04					
REV. 3	10/11/02	A. IMBERG	rlb	06/26/02					
PROPOSED CONSTRUCTION (LOCATION) ROSECRANS AVENUE WEST OF REDONDO AVENUE TO MANHATTAN GATEWAY (MANHATTAN BEACH)									
APPROVED BY	DATE	CHECKED BY	DATE	DATE					
SOUTHERN CALIFORNIA EDISON COMPANY								SHEET	4 OF 4
DWG. NO.								01-543-2	