

**AGREEMENT FOR REPLACEMENT
OF OVERHEAD WITH UNDERGROUND DISTRIBUTION FACILITIES**
(Installation by Utility)

THIS AGREEMENT, made this 27th day of SEPTEMBER, 20 02
between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Utility", and the
party or parties whose names are subscribed hereunder as "Applicants",

WITNESSETH:

WHEREAS, Applicants have requested Utility, pursuant to Section B. of Utility's Rule No. 20,
Replacement of Overhead with Underground Distribution Facilities, to replace Utility's existing overhead with
underground distribution facilities at the location or locations in the County of _____
LOS ANGELES, State of California, substantially described as follows:

ROSECRANS AVE, REDONDO AVE TO
MANHATTAN GATEWAY, CITY OF MANHATTAN
BEACH.

and as shown on the map attached hereto and made a part hereof; and

WHEREAS,

- a. It is necessary for all property owners served from Utility's overhead facilities to be removed to agree in writing to perform the wiring changes on owners' premises so that service may be furnished from Utility's underground distribution system in accordance with Utility's rules and that Utility may discontinue Utility's overhead service upon completion of Utility's underground facilities, or
- b. Suitable legislation is in effect requiring such property owners to make such necessary wiring changes and authorizing Utility to discontinue Utility's overhead service; and

WHEREAS, Applicants have requested Utility to furnish and install the pads and vaults for transformers and associated equipment, conduits, ducts, boxes, and electrolier bases and to perform other work related to structures and substructures including breaking of pavement, trenching, backfilling, and repaving required in connection with installation of the underground system; and

WHEREAS, Underground service connections to each applicant from Utility's underground distribution system will be installed and maintained as provided in Utility's rules applicable thereto;

NOW, THEREFORE, in consideration of the premises, and of the mutual promises and covenants of the parties hereto, hereinafter contained, it is mutually agreed by and between the parties hereto as follows, viz.:

1. Applicants will pay to Utility concurrently with the execution hereof the nonrefundable amount of \$ 179,770.00, which is the excess, if any, of the estimated costs, including breaking of pavement, trenching, backfilling, and paving required in connection with installation of the underground system, and of \$ _____, the excess, if any, of the estimated costs including transformers, meters, and services, of completing the underground system and building a new equivalent overhead system. The amount contributed by each of said Applicants is shown hereinafter.
2. Utility will complete the undergrounding of said overhead distribution facilities, provided, however, Utility has been granted rights of way therefor satisfactory to and without cost to Utility.

