

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768
ATTN; TITLE AND VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RP File: JUA203440079
Service Order No. 801607248
Serial No. 71585A
SCE Docs: 514976

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 COUNTY OF TULARE, a political subdivision of the State of California, hereinafter called "County",

W I T N E S S E T H:

THAT WHEREAS Company is the owner of electrical facilities which were placed in service in January 1962, hereinafter referred to as "Company's Pole Site"; and

WHEREAS County has acquired easement rights for street and highway purposes for the construction and/or improvement of Caldwell Ave (Avenue 280) in said County, 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 use of the Pole Site; 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 County desires to eliminate such interference or obstruction;

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

The location of Company's Pole Site 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".

County hereby agrees to pay for the total direct and indirect costs incurred by Company for relocating its facilities from Company's Pole Site 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.

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

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said new location, any of its facilities heretofore or now installed in Company's Pole Site within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by County of a street or highway over, along and upon Company's Pole Site, 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.

County acknowledges Company's right to install and operate electric facilities in said new location and the priority of Company's use over the title of County 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 the installation, construction, maintenance, repair and operation of Company's electric facilities without need for any further permit or permission from County. Except in emergencies, Company shall give reasonable notice to County 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 County 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 County with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by County, 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 County for such rearrangement, relocation or reconstruction shall be required and County 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 rights, 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.

County agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in County'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 County over private property, to which Company relocates its facilities pursuant to the provisions hereof, and County agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, County 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. County shall not reimburse Company for any loss caused by Company's own fault or negligence.

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

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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 County 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 Calemmo
Project Manager
Land Management Division
Real Properties Department

COUNTY OF TULARE, a political subdivision

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:
COUNTY COUNSEL
BY: [Signature]
DEPUTY

2017927

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 _____

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State of California)

County of _____)

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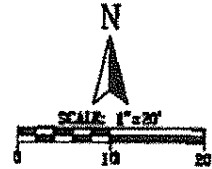
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

A PORTION OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MDB&M COUNTY OF TULARE, STATE OF CALIFORNIA




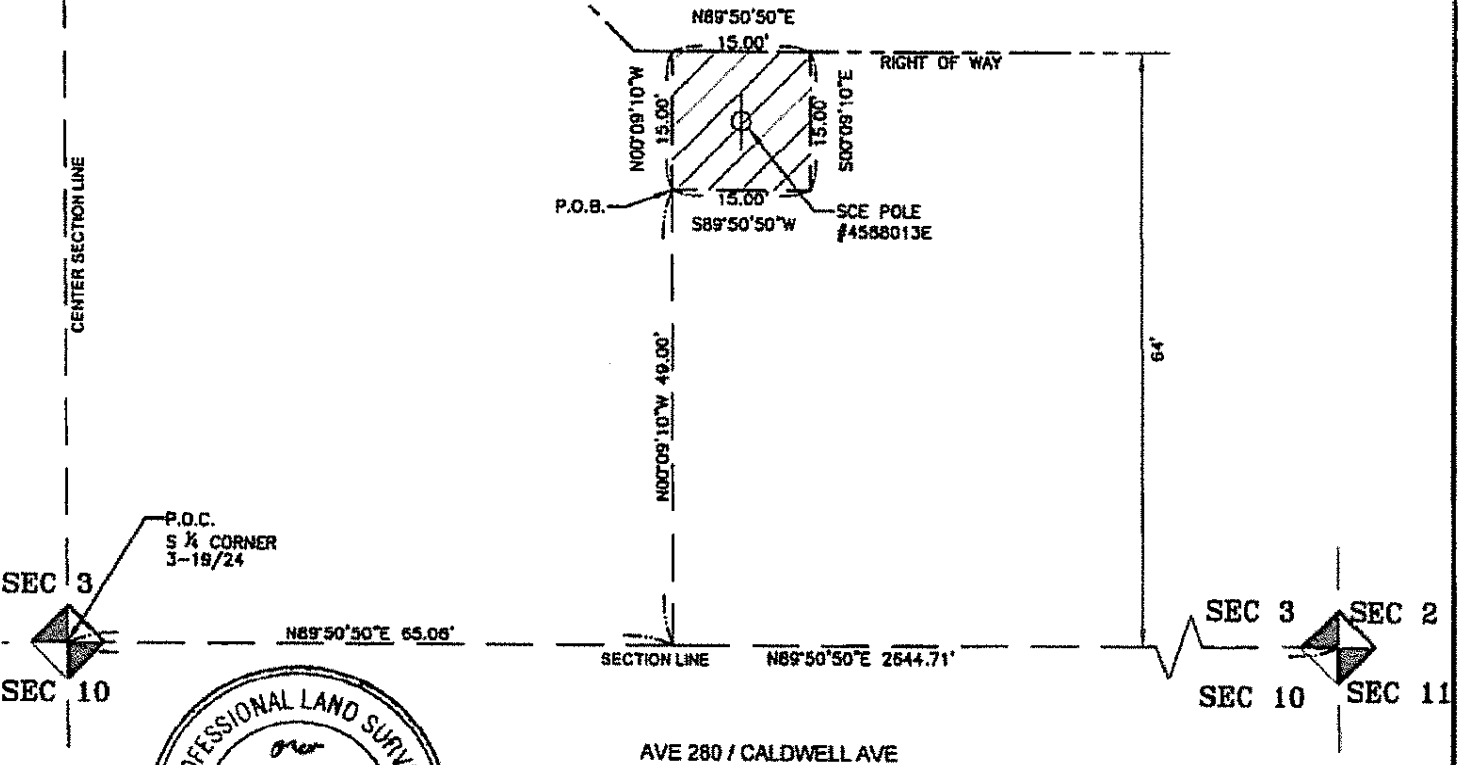
ROEBEN ST

RIGHT OF WAY

APN 119-320-001

LEGEND

 AREA IN JOINT USE AGREEMENT
AREA = 225 SQ.FT.



Donn W. Dwyer

SERIAL 71585A

SCE POLE EASEMENT
AVENUE 280 WIDENING PROJECT
SEGMENT 1
TULARE COUNTY

TULARE COUNTY
RESOURCE MANAGEMENT
AGENCY
5961 SOUTH MOONEY BLVD.
VISALIA, CA 93277

