

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 7/30/15

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

747A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 July 24, 2015

SUBJECT: Facilities Relocation Agreement with Southern California Edison Company for the Relocation of Electric Transmission and Distribution Facilities, Clinton Keith Road Extension Project, Whitewood Road to Leon Road, Murrieta Area. CEQA Finding of Nothing Further Is Required. District 3; [\$1,294,812]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that all potentially significant effects have been adequately analyzed in a previously certified Supplemental Environmental Impact Report (SEIR) No. 398; therefore, nothing further is required pursuant to the California Environmental Quality Act (CEQA); and
2. Approve the Facilities Relocation Agreement between the County of Riverside (County) and Southern California Edison Company (SCE) for the relocation of electric transmission and distribution facilities, which are in conflict with the planned road improvement project on Clinton Keith Road between Whitewood Road and Leon Road in the Murrieta area; and
3. Authorize the Chairman of the board to execute the agreement on behalf of the County.

Patricia Romo
 Assistant Director of Transportation

Juan C. Perez
 Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 1,294,812	\$ 0	\$ 1,294,812	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Various Funding Sources: Regional Measure A, TUMF, RBBD, CFD, and developer funds. There are no General Funds used on this project.

Budget Adjustment: No
 For Fiscal Year: 2015/2016

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann
 Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 6/2/15, Item 3-28

District: 3

Agenda Number:

3-70

BACKGROUND:

Summary

The Clinton Keith Road Extension project was advertised for construction bids on June 2, 2015 (Agenda Item 3-28), and construction is anticipated to begin in the fall of 2015. The Clinton Keith Road Extension Project will extend Clinton Keith Road from Whitewood Road to Leon Road.

As part of the project improvements, it is necessary to relocate SCE facilities, which are in conflict with the project improvements. The Facilities Relocation Agreement has been prepared by SCE to set forth the terms and conditions for the relocation of conflicting transmission poles, conductors, and associated equipment between the intersection of Clinton Keith Road and Menifee Road and a point approximately 1628 feet easterly. SCE has superior property rights, and the County is responsible for the full cost of the relocation of the conflicting facilities.

The Facilities Relocation Agreement provides for the funding of the relocation work for which the County is responsible. A Joint Use Agreement (JUA) for placement of the electrical power lines in the right-of-way of Clinton Keith Road is being processed separately.

Environmental documentation for the Clinton Keith Road Extension Project has been completed in accordance with CEQA. The relocation of SCE transmission lines was addressed in SEIR No. 398 (State Clearing House No. 1995062022). The Facilities Relocation Agreement is an implementing action in furtherance of the Clinton Keith Road Extension Project and is consistent with the characteristics evaluated in SEIR No. 398. Nothing further is required because all potentially significant effects have been adequately addressed in SEIR No. 398.

A Notice of Determination (NOD) for the JUA documents the finding that the relocation of SCE facilities is consistent with SEIR No. 398. By addressing SCE facility relocation, the NOD adequately documents both the Relocation and the Joint Use agreements' consistency with SEIR No. 398 and that both agreements are implementing actions in furtherance of the Clinton Keith Road Extension Project.

Construction is expected to begin in the fall of 2015.

Project No.: B2-0472

Impact on Residents and Businesses

The relocation work will be performed during construction of the County's contract work, and the County's contractor will cooperate with SCE forces that will perform the relocation of the SCE-owned facilities. Public outreach to area residents and schools will occur prior to and throughout construction. A traffic management plan will be in place to address access during construction for residents and emergency vehicles.

SUPPLEMENTAL:

Additional Fiscal Information

Regional Measure A, Transportation Uniform Mitigation Fee (TUMF), Road Bridge and Benefit District (RBBB), Community Facilities District (CFD), and developer funds are programmed in the Transportation Improvement Program for the Clinton Keith Road Extension Project, including the relocation of conflicting utility facilities for which the utility owner has superior property rights.

Contract History and Price Reasonableness

The facilities being relocated are major in nature and require relocation to new California Public Utilities Commission standards. The cost estimate provided by SCE is understood to include a contingency, and the final cost to the County will be the actual cost incurred by SCE for the relocation work. The Transportation Department will monitor the costs to ensure proper billing.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Facilities Relocation Agreement with the Southern California Edison Company for the Relocation of Electric Transmission and Distribution Facilities, Clinton Keith Road Extension Project, Whitewood Road to Leon Road, Murrieta Area. CEQA Finding of Nothing Further Is Required. District 3; [\$1,294,812]; Local Funds 100%
DATE: July 24, 2015
PAGE: 3 of 3

ATTACHMENTS

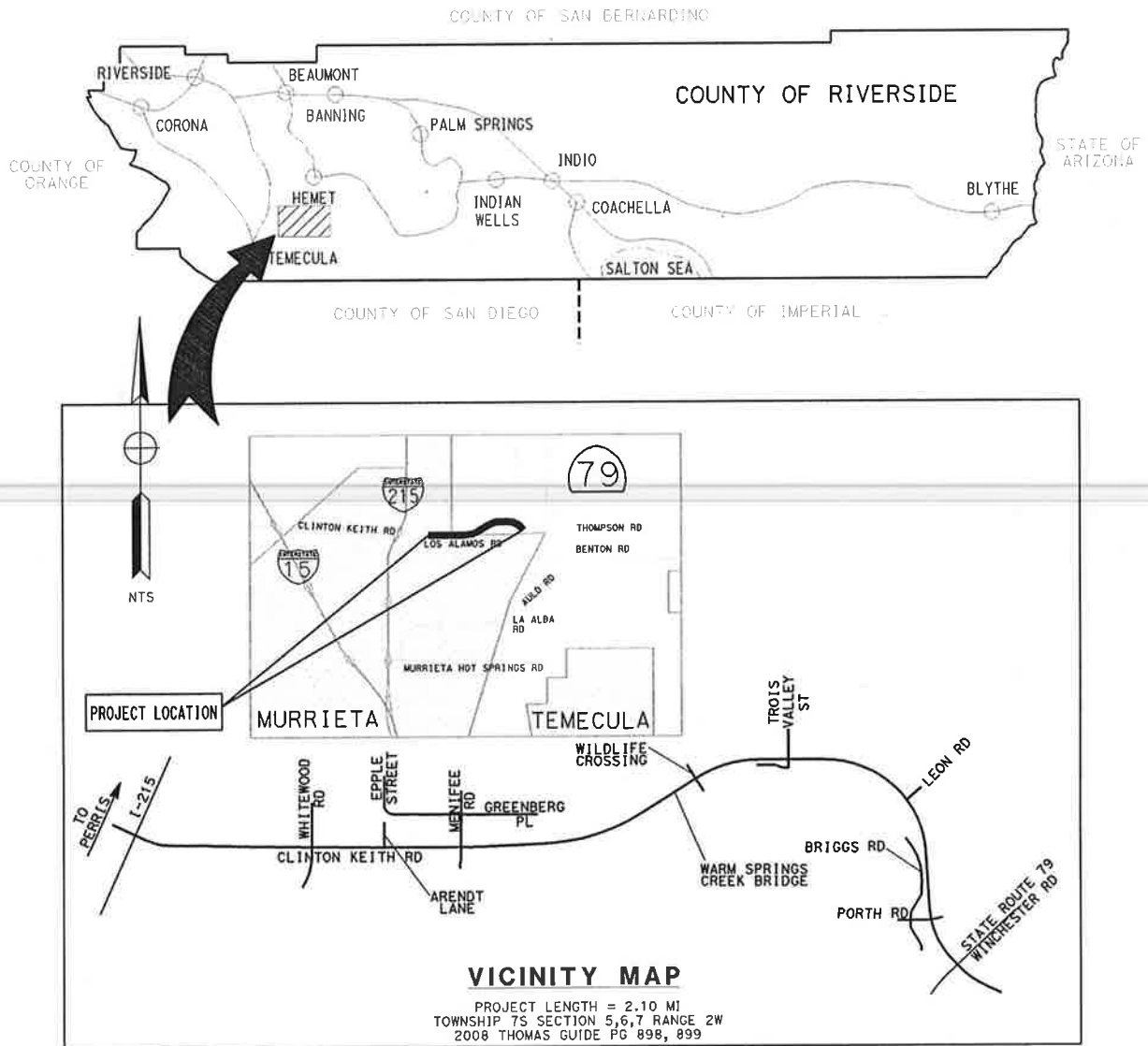
Vicinity Map
Facilities Relocation Agreement

C O U N T Y O F R I V E R S I D E
T R A N S P O R T A T I O N D E P A R T M E N T

FACILITIES RELOCATION AGREEMENT WITH
SOUTHERN CALIFORNIA EDISON
FOR

CLINTON KEITH ROAD CONSTRUCTION PROJECT - PHASE 2

FROM WHITEWOOD ROAD TO LEON ROAD
IN THE CITY OF MURRIETA AND FRENCH VALLEY AREA
PROJECT NO. B2-0472



FACILITIES RELOCATION AGREEMENT

This Facilities Relocation Agreement ("Agreement") is made and entered into this ____ day of _____, 20__ (the "Effective Date") by and between Southern California Edison Company, a California corporation ("SCE"), and County of Riverside on behalf of its Transportation Department (the "Applicant"). SCE and the Applicant are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Applicant is proposing to develop a street improvement project (the "Project") within that area generally depicted in the attached Exhibit A (the "Project Location").

WHEREAS, SCE currently operates and maintains certain transmission and distribution facilities (collectively the "SCE Facilities") within and proximate to the Project Location.

WHEREAS, the Applicant has determined that implementation of the Project will require the relocation of portions of the SCE Facilities and, to that end, the Applicant has requested that SCE relocate some or all of the SCE Facilities.

WHEREAS, subject to the terms and provisions set forth herein, SCE is willing and able to relocate the identified SCE Facilities in order to accommodate the Project.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE APPLICANT AND SCE AS FOLLOWS:

AGREEMENT

1. SCOPE OF WORK

This Project will require that certain of SCE's overhead transmission and distribution facilities be relocated from their current location to a new overhead location. The Scope of Work for the overhead relocation is as follows: relocate and install 15 new Transmission poles with 115kV and 12kV facilities per the approved street improvements plans provided by The County of Riverside into the new 30' transmission right-of-way. This project is located on the S/E corner on Clinton Keith Rd and Menifee Rd and runs easterly to Los Alamos Rd in the City of Murrieta.

2. RELOCATION PLANS

a. Approved Relocation Plans. In furtherance of the Applicant's request, SCE has prepared certain plans/designs that identify (i) the SCE Facilities that will be impacted by the Project and (ii) the relocation areas for the affected SCE Facilities (the "Relocation Plans"). Copies of the Relocation Plans are attached hereto as Exhibit B. The Applicant expressly acknowledges that (a) it has reviewed and approved the Relocation Plans and (b) the Relocation Plans do not present any conflicts with the Applicant's development plans for the Project, nor do the Relocation Plans conflict with any other non-SCE utilities that are located, or will be located, in the Project Location. It is the Applicant's sole responsibility to ensure that no conflicts exist between the Relocation Plans and the Applicant's development plans or other non-SCE utilities, and to timely inform SCE of the need for any refinements, modifications, or revisions to the Relocation Plans to resolve any such conflicts that may later arise, all in accordance with subsections (b) - (d) below.

b. Refinements to Plans. Depending upon the design status of the Project as of the Effective Date, the Parties acknowledge that refinements and/or adjustments to portions of the Relocation Plans may be required in order to eliminate minor conflicts. In such instance, SCE shall prepare such refinements to the Relocation Plans as may be necessary in order to address/eliminate said conflicts. The refined Relocation Plans shall be presented to the Applicant for review and approval; SCE shall not commence the Relocation Work (*see Section 4, below*) unless and until the Applicant has reviewed and approved the refined Relocation Plans. The Applicant shall be responsible for all costs and expenses reasonably incurred by SCE in relation to SCE's refinement of the Relocation Plans.

c. Revised Plans. In the event that modifications/revisions to the Relocation Plans are required in order to accommodate changes to the Project (including the elimination of conflicts with the Applicant's development plans), to resolve conflicts with other non-SCE utilities within the Project area, or to address other changed circumstances, then SCE shall prepare such modifications/revisions as are necessary to address said changes and shall present same to the Applicant for review and approval. The Applicant shall be responsible for all costs and expenses reasonably incurred by SCE in relation to SCE's preparation of the modifications/revisions to the Relocation Plans.

d. Potential Project Delays. The Applicant expressly acknowledges that the preparation of refined, modified and/or revised Relocation Plans may cause delays in SCE's performance of the Relocation Work, and that said delays could impact the development schedule for the Project. The Parties agree that SCE shall not have any liability or obligation to the Applicant (or others) in the event that the preparation of refined, modified and/or revised Relocation Plans results in delays in the Project.

3. ACQUISITION OF LAND RIGHTS

The Applicant shall be responsible for securing all land rights required by SCE to allow SCE to relocate, construct and permanently operate and maintain the SCE Facilities on the areas depicted in the Relocation Plans (the "Relocation Areas"). The land rights acquired by the Applicant (the "SCE Land Rights") shall be in a form prescribed by SCE (the "SCE Land Rights Form"); SCE shall provide the SCE Land Rights Form to the Applicant.

The SCE Land Rights shall also include permanent rights of ingress/egress that allow SCE to gain reasonable, unimpeded and non-escorted access to and from the Relocation Areas and the SCE Facilities (whether over lands owned by the Applicant or otherwise). In connection with the acquisition of the SCE Land Rights, the Applicant shall be responsible for clearing all encumbrances identified by SCE that could interfere with the Relocation Work and the exercise of the SCE Land Rights on/about the Relocation Areas (including access thereto/therefrom). Unless otherwise agreed (in writing) by SCE, the SCE Land Rights shall be granted directly to SCE. Notwithstanding any provision herein to the contrary, SCE will not begin the Relocation Work unless and until all required SCE Land Rights have been executed, in writing, and presented to and approved by SCE.

4. RELOCATION WORK

Following (i) the Parties' confirmation of the finality of the Relocation Plans and (ii) the Applicant's acquisition (and SCE's approval) of the SCE Land Rights, SCE shall cause the SCE Facilities to be removed and relocated to the Relocation Areas in accordance with the Relocation Plans (the "Relocation Work"). SCE shall perform the Relocation Work in accordance with all applicable laws, rules and regulations.

5. COST ALLOCATION

a. Applicant's Cost Responsibility. Applicant is exclusively responsible for all costs and expenses associated with SCE's implementation of the Relocation Plans (including, but not limited to, the costs and expenses associated with (i) SCE's preparation of the Relocation Plans (and any revisions thereto and refinements thereof), (ii) SCE's performance of the Relocation Work and (iii) the Applicant's acquisition of the SCE Land Rights). Applicant shall reimburse SCE for all costs and expenses incurred by SCE in accordance with the provisions of Section 6, below.

6. INITIAL COST ESTIMATE, PAYMENT(S) AND RECONCILIATION

a. Initial Cost Estimate. The total estimated cost for the Relocation Work for which the Applicant is responsible is \$1,294,812 (the "Initial Cost Estimate").

The Initial Cost Estimate does not include an Income Tax Component of Contribution ("ITCC") based on SCE's understanding that this project is exempt from ITCC charges. In the event that the Internal Revenue Service, state, city, and/or local governmental taxing authority determines that this project is taxable, the Applicant will reimburse SCE for the full amount of the tax liability, plus interest, penalties, fees, and related costs. Such amounts will be paid to SCE within 60 days after notification of such event by SCE to the Applicant. By execution of this document, the Applicant hereby acknowledges that this project is funded by the Applicant.

b. Prior Advances; Outstanding Balance. SCE has previously received an engineering advance from the Applicant in the amount of \$125,000, and \$79,000 for long lead time materials which have been applied toward the total Initial Cost Estimate owed by the Applicant. Thus, the total remaining balance due to SCE at this time is \$1,090,812 (the "Outstanding Balance").

c. Payment of Outstanding Balance. Concurrent with the Applicant's execution and delivery of this Agreement, the Applicant shall pay to SCE the Outstanding Balance. The Outstanding Balance shall be delivered to SCE at the address shown in Section 12.b, below, and shall reference the following SCE Project File Number: Project ID #664. Notwithstanding any provision herein to the contrary, the Applicant acknowledges and agrees that SCE will not begin the Relocation Work unless and until SCE has received the Outstanding Balance.

d. Reconciliation. The Parties acknowledge that the Initial Cost Estimate is valid only for a period of 90 days following the Effective Date, and that the costs associated with SCE's performance of the Relocation Work could increase prior to SCE's completion of the Relocation Work. Upon completion of the Relocation Work (or cancellation of the Project or termination of this Agreement), the Applicant will be responsible for paying the total costs and expenses actually incurred by SCE in relation to implementation of the Relocation Plans. Thus, at the completion of the Relocation Work (or upon cancellation of the Project or termination of this Agreement), SCE will calculate the total actual costs and expenses for which the Applicant is responsible hereunder, and the Applicant will be provided with a final invoice identifying said costs and expenses. The Applicant will be billed or refunded, as applicable, for any difference between the amounts paid by the Applicant hereunder and the actual costs and expenses incurred by SCE. Any amount owed to SCE shall be due no later than 30 days after the Applicant's receipt of the final invoice. Similarly, any amount owed by SCE to the Applicant shall be refunded by SCE to the Applicant within 30 days following SCE's preparation and delivery of the final invoice.

7. PROJECT SCHEDULING

The Parties acknowledge and agree that completion of the Relocation Work is contingent upon mutually acceptable schedules, available resources, the timely obtaining of permits, licenses, real property rights, and other documents, outages or other key items and not being delayed by those forces described in Section 8, below. The Parties shall work cooperatively and in good faith to timely meet all mutually-acceptable schedules and to minimize delays; however, the Applicant expressly acknowledges and agrees that SCE offers no guarantees or warranties regarding the completion date for the Relocation Work.

8. NO RESPONSIBILITY FOR DELAYS

SCE shall not be responsible or liable to the Applicant (or others) for any delay in its performance hereunder, or for any delays in the Project, due to any reason including, but not limited to: shortage of labor or materials, delivery delays, major equipment breakdown, load management, strikes, labor disturbances, war, riot, insurrection, civil disturbance, weather conditions, epidemic, quarantine restriction, sabotage, act of public enemy, earthquake, governmental rule, regulation or order, including orders of judgments of any court or commission, requirement of additional or separate Environmental Impact Reports requested by the California Public Utilities Commission ("CPUC"), delay in receiving a Certificate of Public Convenience and Necessity from the CPUC, delay in obtaining necessary rights of way, act of God, or any cause or conditions beyond the control of SCE or the Applicant. The Applicant expressly waives and releases any and all claims for damages against SCE arising out of any delays in the Project unless due to SCE's sole negligence or willful misconduct.

9. COMPLIANCE WITH CEQA AND OTHER ENVIRONMENTAL LAWS

The Applicant, at no cost to SCE, but with SCE's reasonable cooperation, shall comply with the requirements of the California Environmental Quality Act ("CEQA") and other environmental laws, as applicable, and shall prepare any and all Negative Declarations, Mitigated Negative Declarations and/or Environmental Impact Reports which may be required by any agency or entity having jurisdiction over the Project and the Relocation Work. The Applicant expressly acknowledges that SCE is relying upon the Applicant's representations that the Relocation Work is covered by the environmental documentation, clearances and permits issued (or to be issued) in relation to the Project, and that the Applicant is responsible for satisfying all mitigation requirements and conditions attendant to SCE's performance of the Relocation Work. Notwithstanding any provision herein to the contrary, the Applicant acknowledges and agrees that SCE will not begin the Relocation Work unless and until SCE has confirmed that all environmental permits, approvals, certifications and authorizations have been issued in relation to the Project and the Relocation Work.

10. COOPERATION BY BOTH PARTIES; TIMELY COMMUNICATION

The Parties shall work cooperatively and in good faith to timely implement their respective duties and obligations set forth herein. To that end, the Parties shall timely communicate with one another regarding the status of the Project, the status of the Relocation Work, and ways that the Parties may work together to facilitate the completion of this Agreement. Applicant shall timely respond to requests for information by SCE.

11. INDEMNIFICATION

The Applicant agrees, for itself, and for its agents, contractors, and employees, to save harmless, defend, and indemnify SCE, its officers, agents, contractors, and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of action, expense and/or liability arising from or growing out of loss or damage to property, including SCE's own personal property, or injury to or death of persons, including employees of SCE, resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use of or occupancy of the Project Location by the Applicant, its agents, contractors, and employees, invitees, successors and assigns, but excluding any claims, losses, or damages caused by SCE's negligence or willful misconduct.

12. NOTICES, CORRESPONDENCE, AND PAYMENT ADDRESS

a. Notices and Correspondence. Any notices and correspondence provided for in this Agreement, ***other than payments***, to be given by either Party hereto to the other shall be deemed to have been duly given when made in writing and deposited in the United States mail, registered or certified and postage prepaid, addressed as follows:

To SCE:

Jennifer Ward
Project Manager (Transmission)
Southern California Edison
1444 E. McFadden Ave.
Santa Ana, CA 92705

To County of Riverside

3525 14th Street
Riverside, CA 92501
Attention: Herminio L. Garcia

b. Payments: Any payments provided for in this Agreement shall be forwarded to the addresses below.

To SCE:

Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Attention: Accounts Receivable

To County of Riverside

3525 14th Street
Riverside, CA 92501
Attention: Herminio L. Garcia

13. TERMINATION

a. Applicant's Right to Terminate Agreement. The Applicant shall have the right to terminate this Agreement at any time upon written notice to SCE. If this Agreement is terminated by the Applicant, the Applicant shall be responsible to SCE for all costs and expenses actually incurred by SCE in connection with SCE's preparation of the Relocation Plans, performance of the Relocation Work, and any other actions/activities under this Agreement, notwithstanding the cost allocation provisions in Section 5, above. Additionally, Applicant shall be responsible for any additional costs and expenses incurred by SCE as a result of the termination, including but not limited to, restoring the SCE Facilities to a permanent operational state; all costs for equipment and/or materials; and all costs or expenses related to the cancellation of contracts, purchase orders, or other commitments or agreements entered into up to and including the date of the notice of termination, between SCE and all parties furnishing labor, materials, and services in connection with this Agreement. SCE shall prepare and deliver to the Applicant an invoice that describes/identifies the costs and expenses thus incurred by SCE. Within 30 days following SCE's delivery of said invoice, the Applicant shall pay to SCE the amounts specified in the invoice.

b. Termination Due to Applicant's Default. If the Applicant is in default of any of the terms, provisions, conditions, limitations and covenants of this Agreement, SCE may give the Applicant written notice of default ("Default Notice") at the address provided for in Section 12.a, above. If the Applicant does not cure such default within the time specified in the Default Notice, SCE has the right, but not the obligation, to terminate this Agreement upon 30 days written notice to the Applicant (or such lesser time as may be appropriate under the circumstances). Except as otherwise provided, should SCE exercise such right of termination, SCE shall be entitled to payment for all costs and expenses for materials, services, labor, overhead, and any other expenses related to the performance of this Agreement thus incurred by SCE, up to and including the date of termination, notwithstanding the cost allocation provisions in Section 5, above. SCE shall also be entitled to payment for all costs and expenses required to effect the termination of this Agreement, including but not limited to: all costs and expenses pertaining to the restoration of the SCE Facilities to a permanent operational state; all costs for equipment and/or materials; and all costs and expenses related to the cancellation of contracts, purchase orders, commitments or other agreements entered into up to and including the date of the notice of termination, between SCE and all parties furnishing labor, materials, and services in connection with this Agreement. SCE shall prepare and deliver to the Applicant an invoice that describes/identifies the costs and expenses thus incurred by SCE. Within 30 days following SCE's delivery of said invoice, the Applicant shall pay to SCE the amounts specified in the invoice.

14. JURISDICTION OF PUBLIC UTILITIES COMMISSION

This Agreement shall at all times be subject to such changes or modifications as the California Public Utilities Commission may, from time to time, direct in the exercise of its jurisdiction pursuant to the authority conferred upon it by law.

15. AMENDMENTS

The provisions of this Agreement shall not be altered or amended by any representations or promises of any Party unless consented to in a writing executed by all Parties.

16. GOVERNING LAW

This Agreement shall be subject to and construed according to the laws of the State of California.

17. HEADINGS

The captions and headings used in this Agreement are strictly for convenience and are not intended to and shall not affect the Parties' rights and obligations, or the construction or interpretation of this Agreement.

18. THIRD PARTY BENEFICIARIES

Nothing herein is intended to create any third party benefit.

19. NO AGENCY, PARTNERSHIP OR JOINT VENTURE

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by and between the Parties hereto.

20. WAIVER

No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by any Party of any provision under this Agreement shall be effective unless in writing and signed by such Party, and no waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

21. DUPLICATE ORIGINALS AND ELECTRONIC SIGNATURES

This Agreement may be executed in duplicate originals, each of which, when so executed and delivered, shall be an original but such counterparts shall together constitute one instrument and agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (*i.e.*, PDF) or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. This Agreement may be executed by SCE by way of an electronic signature, in which case, said electronic signature shall have the same force and effect as a written signature.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, this Agreement and each and every term herein is agreed to by and between the undersigned.

DATED: _____

COUNTY OF RIVERSIDE

BY: _____
Chairman, Board of Supervisors
Marion Ashley

FORM APPROVED COUNTY COUNSEL

BY: Marsha L. Victor 7/29/15
MARSHA L. VICTOR DATE
Contract No. 15-07-008

BY: _____
Kecia Harper-Ihem
Clerk of the Board

DATED: 7/19/2015

SOUTHERN CALIFORNIA EDISON COMPANY,
a California corporation

BY: [Signature]
Jeff Billingsley
Director
Transmission

EXHIBIT A

Description of the Project Location



EXHIBIT B

APPROVED RELOCATION PLANS

Already Submitted to Applicant and Approved



Jennifer Ward
Project Manager
Transmission Project
Management

April 19, 2015

John Marcinek
County of Riverside – Transportation Department
3525 14th Street
Riverside, CA 92501

Subject: Approval of Southern California Edison Company's Transmission and Distribution Relocation Plan(s)
Project Location: Relocation of 10 transmission poles along Clinton Keith between Menifee and Avenida Manana
Project ID # 664

Dear John Marcinek:

Attached please find Southern California Edison Company's ("SCE") plan of relocation of SCE's Transmission and Distribution facilities for the County of Riverside – Transportation Department - Street Improvement Project located at Relocation of 10 transmission poles along Clinton Keith between Menifee and Avenida Manana (hereinafter "the Project").

Please acknowledge receipt of the following drawings by signing and returning a copy of this letter no later than April 30, 2015:

Distribution and Transmission designs

By signing this letter below, you certify that you have reviewed the attached drawings, which depict SCE's relocation plan for its Transmission and Distribution facilities, and that said plans do not present any conflicts with your development plans for the Project, nor do they conflict with other non-SCE utilities that are located, or will be located, in the Project area. If it is later determined that SCE's relocation plans, as depicted in the attached drawings, conflict with your development plans or with other non-SCE utilities within the Project, you agree to be responsible for any costs incurred by SCE to remedy such conflicts. You also recognize that any redesign undertaken to resolve such conflicts will cause project delays.

I will be managing your project; therefore, if I may be of assistance to you, please do not hesitate to telephone me at (714) 973-5418. Please notify me immediately if the project is delayed, cancelled, or if there are changes in building plans, work schedules or completion dates.

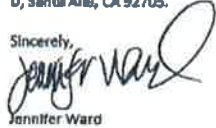
1444 E. McFadden Ave., Bldg. D
Santa Ana, CA 92705
(714) 973-5418
jennifer.ward@sce.com

Page 1 of 2

Jennifer Ward
Project Manager
Transmission Project
Management

Please return a countersigned copy of this letter to me at the following address: 1444 E. McFadden Ave., Bldg. D, Santa Ana, CA 92705.

Sincerely,



Jennifer Ward
Project Manager
Transmission Project Management

I have read and understood the above letter agreement, and acknowledge and agree to the terms herein as an authorized representative of County of Riverside -- Transportation Department.

By: 
Applicant Signature

Date: April 20, 2015

John Marcinek
Print Name

Title: Engineering Project Mgr.

CC: Greg Harty, Ken Smoll, Jay Glasser