

Form No. 12

UNDERGROUND ELECTRIC LINE EXTENSION CONTRACT
NEW COMMERCIAL/INDUSTRIAL DEVELOPMENT

SOUTHERN CALIFORNIA WATER COMPANY

UNDERGROUND ELECTRIC LINE EXTENSION CONTRACT
NEW COMMERCIAL/INDUSTRIAL DEVELOPMENT

THIS AGREEMENT, made this _____ day of _____, 19____, between SOUTHERN CALIFORNIA WATER COMPANY, a corporation, hereinafter called "Utility," and
hereinafter called "Developer,"

W I T N E S S E T H:

WHEREAS, Developer has requested Utility, pursuant to Utility's Rule No. 20.2, Underground Extensions Within New Commercial and Industrial Developments, to furnish and install underground electric distribution lines within a new commercial and/or industrial development, located in the County of San Bernardino, State of California, substantially described as follows:

Tract No. _____, recorded in Book No. _____, Page _____, of Maps, records of said County, and consisting of _____ lots as shown on the tract or survey map attached hereto and hereby made a part hereof; and

WHEREAS, Any required extension of electric lines in excess of 200 feet outside the boundaries of the development will be installed pursuant to Utility's Rule No. 20, Line Extensions; and

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

WHEREAS, Street lighting will be installed in accordance with the appropriate tariff schedule;

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. Developer, at Developer's expense and in accordance with Utility's specifications, all as set forth in Exhibit A attached hereto and hereby made a part hereof, will perform all necessary trenching, excavating and backfilling, including furnishing of any imported backfill material required, and will furnish and install any conduit and substructures necessary to serve the development, including reimbursement to Utility of the cost of such necessary conduits and substructures which Utility had previously installed at its own expense in anticipation of the current extension. Any necessary riser conduit, conduit covering, and miscellaneous riser material required for the supply circuit will be furnished or paid for by Developer and will be installed by Utility.

(Continued)

(To be inserted by Utility)

(To be inserted by Cal. P.U.C.)

Advice Letter No. 46-E

ISSUED BY

Date Filed Aug. 19, 1974

W. W. FRANKLIN

Effective Sept. 18, 1974

Decision No. _____

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(Continued)

- 2. Utility will complete at Utility's expense the installation of the underground distribution system within the commercial or industrial development and any portion of the supply circuit which may extend beyond the boundaries of the development to Utility's existing supply facilities that is not in excess of 200 feet, including any circuit needed to bring underground lines up to existing overhead line level; provided, however, Utility has been granted rights of way therefor satisfactory to and without cost to or condemnation by Utility. Utility will install only those facilities that, in Utility's judgment, will be used within a reasonable time to serve permanent bona fide loads within the development.
- 3. Said extension of electric distribution lines shall be and remain the property of Utility.

The parties hereto do hereby declare that it is their mutual intention that title to and ownership of said portion of the underground system furnished by the Developer, which is to be owned, maintained, and operated by Utility as provided by Utility's Rules, shall vest in Utility. Developer does hereby agree that immediately upon completion of said facilities and acceptance by Utility, title to each and every component part thereof shall immediately pass to Utility, without further action upon the part of Developer.

- 4. Developer will provide that degree of supervision over and coordination between grading, trenching, excavating and other contractors as required to assure that Utility's underground facilities remain at the depth below final grade set forth in Utility's specifications, and as required to prevent damage to Utility's facilities from the activities of said contractors. Developer agrees to hold harmless and indemnify Utility for any and all damage to Utility arising in any way from the failure to provide said supervision, including but not limited to damage represented by the cost to Utility of correcting an inadequate trench and/or excavation depth or other known condition exposing Utility to damage.
- 5. The amount of \$ _____, which is Utility's estimate of the installed cost of the conduit and other substructures installed and transferred to Utility in accordance with B.1. of Rule No. 20.2, exclusive of excavation, backfilling, and transformer vaults or enclosures designed to accommodate transformers that will supply three-phase service, will be subject to refund in accordance with the following provisions:
 - a. The billed revenue for the first 12-month billing period following completion date of the installation (from sales to customers within the development and connected to the extension) will be compared as a percentage to Utility's estimate of the installed cost of the facilities to be owned by Utility, excluding transformers, meters, services, excavating, and backfilling. This percentage applied to the amount subject to refund will determine the amount of refund to be paid promptly to Developer without interest, except no refund will be made if revenue is less than 25 percent of cost.
 - b. Revenues for each of the second and third 12-month billing periods will similarly be compared with said estimated installed cost and additional refunds made if and to the extent the total refund then due exceeds the amount already refunded.

(Continued)

(To be inserted by Utility)

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(c) No payment will be made by Utility in excess of the amount subject to refund, nor after the final refund based on the third 12-month billing period following the completion date which is the date Utility is first ready to render service from the extension.

- 6. This contract is subject to the Rules of Utility.
- 7. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

SOUTHERN CALIFORNIA WATER COMPANY

_____ Developer

By _____
President

By _____

By _____
Secretary

By _____

Date: _____

Date: _____

Memo Only

Date Utility First Ready to
Serve: _____, 19__

G.W.O. No. _____

(To be inserted by Utility)

(To be inserted by Cal. P.U.C.)

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