
**MASTER AGREEMENT WITH: SOUTHERN CALIFORNIA EDISON COMPANY
APPLIES ONLY TO REMOVAL OF ABANDONED FACILITIES**

Reference to this Master Agreement should be: "per agreement dated August 27, 1964."

See the Master Agreement dated December 21, 1960 for relocation of utility facilities installed under franchise. All relocations of the Company's facilities other than those covered by this Agreement or by the December 21, 1960 Agreement are not under master agreement and shall be processed according to statute and current Caltrans policy.

This brief highlights only the major points of the Master Agreement. The Agreement should be studied carefully before taking any action under its terms. This Agreement only governs the allocation of costs for the removal of abandoned facilities as distinguished from relocated facilities. It does not supplant Section 700, et seq. of the Streets and Highways Code in its entirety as do the majority of the other master agreements. Where the companies abandoned facilities exist on an easement area the State will pay 100% of the removal costs. If the facilities are in a franchise area the costs will be

apportioned 50/50. The State will not receive credit for salvage or depreciation in either case. However, the Company will normally quitclaim the area in those cases where it has prior rights. The Agreement also provides that under circumstances where the easement can be shown to be necessary for the company's operation the State will grant a JUA or provide a substitute easement at the States election. The basis for this Agreement is that Edison will no longer claim a loss of investment for their facilities when they are required to be removed.

MASTER AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of August, 1964, by and between the STATE OF CALIFORNIA, acting by and through the Department of Public Works, hereinafter referred to in this document as "Department" and the SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, referred to in this document as "Utility".

Section 1. The purpose of this agreement is made in compromise of disputes between the parties as to the allocation of costs to be borne by each party with regard to removal of Utility facilities located on prior rights, or removal of Utility facilities located pursuant to franchise, and is not intended to establish any precedence, rule or guide to interpretation between the parties after its termination or between either of the parties and any third party at any time.

Section 2. The term "Utility facilities", for the purpose of this agreement, shall include electric transmission, distribution and communication

lines, and pipelines, and all appurtenances thereto.

Section 3. When Utility facilities are required by the Department on or after January 16, 1964, to be removed as distinguished from being relocated to clear a highway right of way for highway construction, including facilities appurtenant thereto, located within or without the highway right of way, removed as a result of the removal aforesaid and, where the Utility facilities are located on prior rights possessed by the Utility, the Department will reimburse Utility for the actual cost incurred in removing such facilities without deduction for depreciation or salvage; where the Utility facilities are located pursuant to a franchise possessed by Utility, the Department will reimburse Utility 50 percent of the actual cost incurred in removing such facilities without deduction for depreciation or salvage; where Utility facilities are located solely pursuant to a State Highway Encroachment Permit without prior right of occupancy of any kind, the cost of

such removal will be entirely at Utility's expense; provided, however, that where street lighting facilities are so removed, the Department will reimburse Utility the actual cost incurred for such removal without deduction for depreciation or salvage.

Section 4. Where Utility facilities located on prior rights are removed pursuant to Section 3 hereof to clear a highway right of way for highway construction the Utility shall quitclaim to the Department its prior rights, excepting fee ownership, within the highway right of way at no charge to the Department; provided, however, that under circumstances where the Utility can show that such or similar rights are necessary for the Utility's continued or future operations, the Department at its election will grant a joint use agreement for such use or will acquire for the Utility, at Department's expense for such purpose, an easement at another mutually acceptable location.

Section 5. Cost for the removal of Utility facilities shall include the actual and reasonable cost of all necessary labor and transportation, together with reasonable and usual indirect and overhead charges, to remove the Utility facilities affected.

Section 6. Whenever Utility claims reimbursement for the cost, in whole or in part, of any removal hereunder, Utility shall, upon the completion of such a removal, submit to the Department an itemized statement of such cost; and, Utility shall upon request make available for inspection or audit its books and records appertaining thereto during the time the Utility is required to keep such records by law; provided, that the parties hereto may estimate and agree in advance upon the amount of such reimbursement where not exceeding One Thousand Dollars (\$1,000) and where specified in the notice given by the Department to the Utility or an amendment thereof.

Section 7. This agreement may be amended, changed or altered only by mutual consent of the parties expressed in writing.

Section 8. This agreement may be terminated upon not less than one year's notice given by either party to the other in writing of such termination. Should this agreement be terminated by either party, the cost of any removals of

Utility facilities required by the Department by notice mailed or delivered to Utility prior to such termination shall be allocated as provided for by this agreement regardless of when the actual work upon such removal is performed.

Section 9. As a controlling part of the consideration for the execution of this agreement, the parties hereto have executed concurrently herewith a separate written agreement in settlement of certain claims of the Utility against Department for removal expenditures which have been previously incurred by the Utility. Under said settlement agreement, claims in the amount of Seventy-three Thousand, Eight Hundred, Eighty-one Dollars and Thirty-eight Cents (\$73,881.38) are to be settled by payment by the Department to Utility of Forty-two Thousand, One Hundred, Thirty-five Dollars and Eighty-seven Cents (\$42,135.87).

Section 10. It is further agreed by the parties hereto that in the event this agreement is terminated as in Section 8 provided, removals covered by this agreement during the period between the giving of the notice of termination and the effective date of such termination shall not be in excess of 125 percent of such removals for the previous year.

STATE OF CALIFORNIA,

**SOUTHERN CALIFORNIA EDISON
COMPANY**
