

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 & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RP File No. JUA203370343
Serial No. 71305A
Affects SCE DOC. 512482
Service Order: 801529403

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 CITY OF AGOURA HILLS, a California municipal corporation of the State of California, hereinafter called "City",

W I T N E S S E T H:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

A Grant of Easement from Beatrice Keylon, who acquired title as Beatrice Arnold, and Bill F. Keylon, her husband to Southern California Edison Company, a corporation, dated May 5, 1950, recorded October 4, 1950, as Instrument No. 1345, in Book 34472, Page 348, of Official Records, in the Office of the County Recorder of said County, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Roadside Drive in said City, County of Los Angeles, State of California, hereinafter referred to as "street right of way", as more particularly described in the Exhibit "A", attached hereto, and hereby made a part hereof which said street right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said street right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

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

The location of Company's easement insofar as it now lies within the said street right of way, be, and it hereby is, changed to the strip of land within said street right of way, hereinafter referred to as "new location", and shown and designated as "area in Joint Use Agreement" on said print marked "Exhibit B".

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
City of Agoura Hills
Serial 71305A
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Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said street right of way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said street right of way, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of City 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 all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City 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 street 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 City 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 City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, 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 City for such rearrangement, relocation or reconstruction shall be required and City 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 street 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 easement or any part thereof, 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.

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

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City 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 City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that

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Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City'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 street right of way, and which in the opinion of Company may 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 City 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 _____
AMY BIAMONTE
Land Services Agent
Land Management Division
Real Properties Department

CITY OF AGOURA HILLS, a California
municipal corporation

By: _____
Name: _____
Title: _____

Attest: _____
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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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"
Legal Description
SER 71305A

That portion of Parcel 4, in the County of Los Angeles, State of California, as per Licensed Surveyors Map filed in Book 15 pages 8 and 9 of Records of Survey, in the Office of the County Recorder of said County, lying within the following described strips of land:

Parcel 1

An area for joint use for poles and towers included within a strip of land, 25 feet wide, lying 12.5 feet on each side of the following described line:

Commencing at a point in the North line of Agoura Road, 80 feet wide, as shown on Parcel Map No. 7404 recorded in Book 144 Pages 34 to 35, in the County of Los Angeles, State of California, said point being the most Westerly property corner of Parcel 2 of said Parcel Map No. 7404; thence North 19°03'30" East, 303.58 feet along the Westerly line of said Parcel 2 to a point, said Westerly line being the Basis of Bearings for this Legal Description and last said point being the intersection of the centerline of that certain Grant of Easement to Southern California Edison recorded in Book 34472 page 348 O.R.; thence leaving said Westerly property line along said centerline of Grant of Easement, North 19°26'26" West, 73.71 feet; thence leaving said centerline of Grant of Easement, North 34°39'23" West, 176.35 feet; thence North 19°39'07" East, 224.00 feet to the Southerly Right of Way of Roadside Drive as shown on Caltrans Right of Way Map No. F 2217.2-5 and the **TRUE POINT of BEGINNING**; thence continuing along the last mentioned course North 19°39'07" East, 56.94 to a point designated "A" for the purpose of this description, said point being on the Northerly line of Roadside Drive as per Caltrans Map No. FM21558-1.

The sidelines of said strip shall be prolonged or shortened so as to begin at the Southerly Right of Way of said Roadside Drive and the Easterly Right of Way of Roadside Road as described by Instrument No. 05-3006991 O.R. and terminate at the Northerly line of Roadside Drive.

Contains 1,453 Square Feet or 0.03 Acres, more or less.

Exhibit "A"
Legal Description
(continued)

Parcel 2

An area for joint use for guy wires and poles included within a strip of land described as follows:

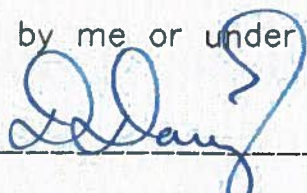
Beginning at said Point "A"; thence North $80^{\circ}45'51''$ West, 57.31 feet along said Northerly line of Roadside Drive; Thence leaving last said Northerly line, South $70^{\circ}43'43''$ West, 13.97 feet to the beginning of a tangent curve having a radius of 37.00 feet, concaved to the southeast; Thence southwest along said curve through a central angle of $38^{\circ}57'15''$ for a distance of 25.16 feet to the point of cusp, said point being on a line parallel with and distant southerly 25 feet, measured at right angles from the said Northerly line of Roadside Drive; Thence along last said line South $80^{\circ}45'51''$ East, 81.51 feet to the centerline of said Parcel 1; Thence along said centerline North $19^{\circ}39'07''$ East, 25.42 feet to said Point "A".

Excepting any portion lying within Parcel 1 of this legal description.

Contains 1,510 Square Feet or 0.03 Acres, more or less.

All found Monuments, Basis of Bearings, Course, Etc. are as shown on Exhibit "B" attached herewith and made a part hereof.

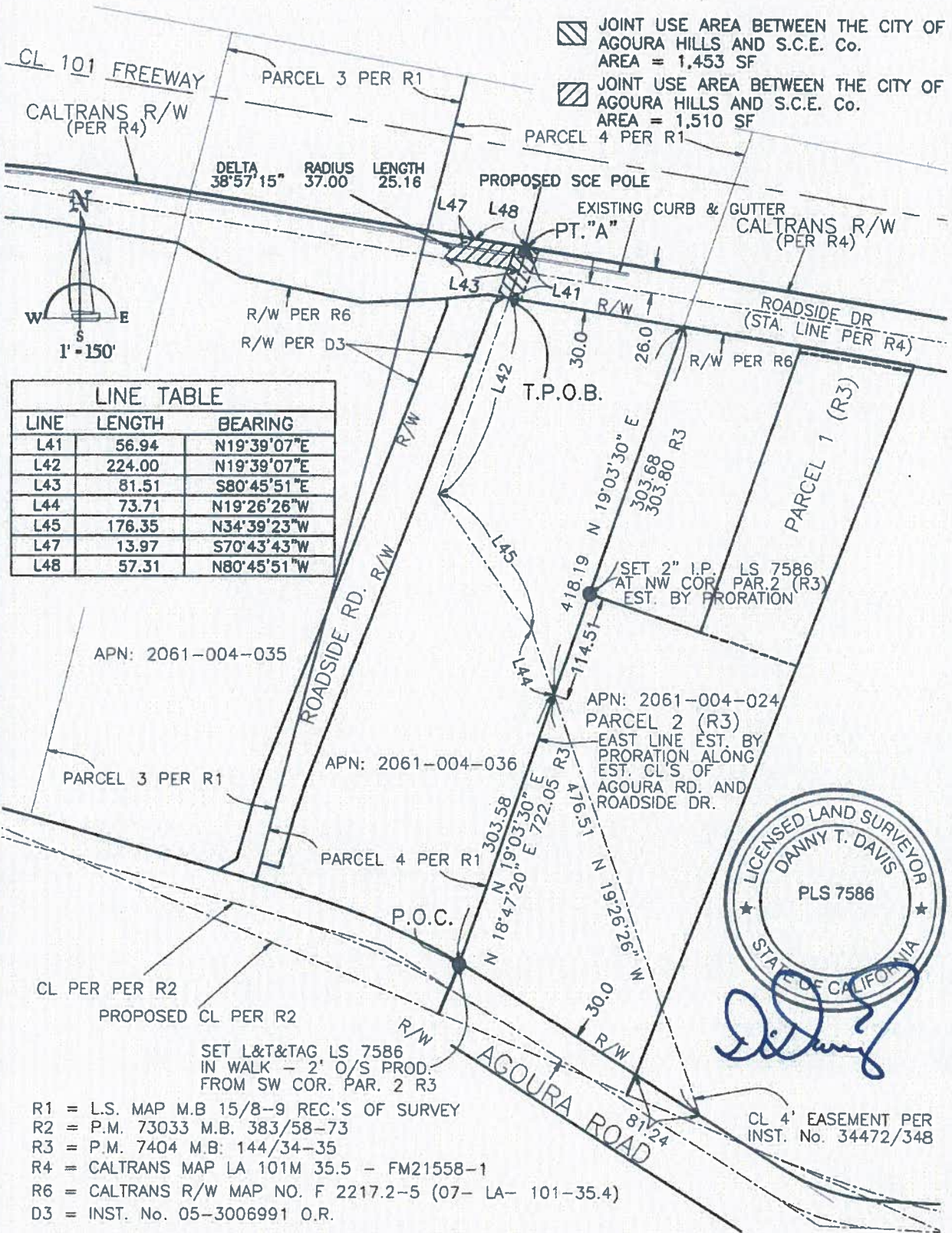
Prepared by me or under my direction


_____ Date 9-14-16

Danny T. Davis, PLS No. 7586



EXHIBIT "B"



JOINT USE AREA BETWEEN THE CITY OF AGOURA HILLS AND S.C.E. Co. AREA = 1,453 SF
 JOINT USE AREA BETWEEN THE CITY OF AGOURA HILLS AND S.C.E. Co. AREA = 1,510 SF

LINE TABLE		
LINE	LENGTH	BEARING
L41	56.94	N19°39'07"E
L42	224.00	N19°39'07"E
L43	81.51	S80°45'51"E
L44	73.71	N19°26'26"W
L45	176.35	N34°39'23"W
L47	13.97	S70°43'43"W
L48	57.31	N80°45'51"W

LICENSED LAND SURVEYOR
 DANNY T. DAVIS
 PLS 7586
 STATE OF CALIFORNIA

D. Davis

- R1 = L.S. MAP M.B 15/8-9 REC.'S OF SURVEY
- R2 = P.M. 73033 M.B. 383/58-73
- R3 = P.M. 7404 M.B; 144/34-35
- R4 = CALTRANS MAP LA 101M 35.5 - FM21558-1
- R6 = CALTRANS R/W MAP NO. F 2217.2-5 (07- LA- 101-35.4)
- D3 = INST. No. 05-3006991 O.R.

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2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768
ATTN: TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

Location: City of Agoura Hills
A.P.N.: n/a
RP File No.: ACQ203359089
SCE Doc No.: 512509

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 71333A Service Order: 801517022
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	Approved Real Properties Department
_____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE SO. CALIF. EDISON CO.	
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	BY GS DATE 12/5/16

CITY OF AGOURA HILLS, a municipal corporation, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", an easement and right of way to construct, use, maintain, alter, add to, enlarge, repair, replace, inspect, and/or remove, at any time and from time to time, electric lines, consisting of poles and towers made of various materials, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes, in, under, on, over, along and across two (2) strips of land of varying width, hereinafter described and designated as "Right of Way Strip," lying within that certain real property of the Grantor, situated in the City of Agoura Hills, County of Los Angeles, State of California, described as follows:

Portions of Parcels 3 and 4, as per Licensed Surveyor's Map filed in Book 15 Pages 8 and 9 of Record of Surveys, in the Office of the County Recorder of said County.

The said Right of Way Strip is more particularly shown on the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, the right to clear and to keep clear said right of way strip, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind (except for those herein provided) and the right to trim or remove any tree or shrub which in the opinion of Grantee, may endanger said electric lines or any part thereof or interfere with the exercise of the rights herein granted.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

Grant of Easement
City of Agoura Hills to
S.C.E.Co., a corp.
Serial No. 71333A

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this _____ day of _____, 20____.

CITY OF AGOURA HILLS, a municipal corporation

By: _____
Denis Weber
Mayor

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 _____

)

Exhibit "A"
Legal Description
Serial No. 71333A

That portion of Parcels 3 and 4, in the County of Los Angeles, State of California, as per Licensed Surveyors Map filed in Book 15 pages 8 and 9 of Records of Survey, in the Office of the County Recorder of said County, lying within the following described strips of land:

Parcel 1

An easement for guy wires and poles included within a strip of land described as follows:

Commencing at a point in the North line of Agoura Road, 80 feet wide, as shown on Parcel Map No. 7404 recorded in Book 144 Pages 34 to 35, in the County of Los Angeles, State of California, said point being the most Westerly property corner of Parcel 2 of said Parcel Map No. 7404; thence North $19^{\circ}03'30''$ East, 303.58 feet along the Westerly line of said Parcel 2 to a point, said Westerly line being the Basis of Bearings for this Legal Description and last said point being the intersection of the centerline of that certain Grant of Easement to Southern California Edison recorded in book 34472 page 348 O.R.; thence leaving said Westerly property line along said centerline of Grant of Easement, North $19^{\circ}26'26''$ West, 73.71 feet; thence leaving said centerline of Grant of Easement, North $34^{\circ}39'23''$ West, 176.35 feet; thence North $19^{\circ}39'07''$ East, 224.00 feet to the Southerly Right of Way of Roadside Drive as shown on Caltrans Right of Way Map No. F 2217.2-5; thence continuing along the last mentioned course North $19^{\circ}39'07''$ East, 56.94 to a point on the Northerly line of Roadside Drive as per Caltrans Map No. FM21558-1; thence North $80^{\circ}45'51''$ West, 57.31 feet along said Northerly line of Roadside Drive to the **True Point of Beginning**; Thence leaving last said Northerly line, South $70^{\circ}43'43''$ West, 13.97 feet to the beginning of a tangent curve having a radius of 37.00 feet, concaved to the southeast; Thence southwest along said curve through a central angle of $38^{\circ}57'15''$ for a distance of 25.16 feet to the point of cusp, said point being on a line parallel with and distant southerly 25 feet, measured at right angles from the said Northerly line of Roadside Drive;

Exhibit "A"
Legal Description
Serial No. 71333A
(continued)

Thence along last said line North 80°45'51" West, 177.04, said point designated "A" for the purpose of this description; thence North 09°14'09" East, 25.00 feet to a point on said Northerly line of Roadside Drive; thence along said Northerly line South 80°45'51" East, 205.83 feet to the Point of Beginning.

Contains 4,693 Square Feet or 0.11 Acres, more or less.

Parcel 2

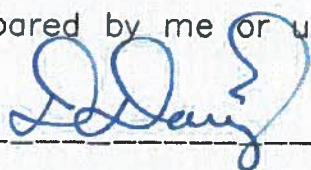
An easement for poles and towers included within a strip of land described as follows:

Beginning at said Point "A"; thence along the Southerly line of said Parcel 1, South 80°45'51" East, 50 feet; thence leaving said Southerly line, South 09°14'09" West, 4.70 feet; thence North 77°40'23" West, 50.07 feet; thence North 09°14'09" East, 2.00 feet to said Point "A".

Contains 107 Square Feet, more or less.

All found Monuments, Basis of Bearings, Course, Etc. are as shown on Exhibit "B" attached herewith and made a part hereof.

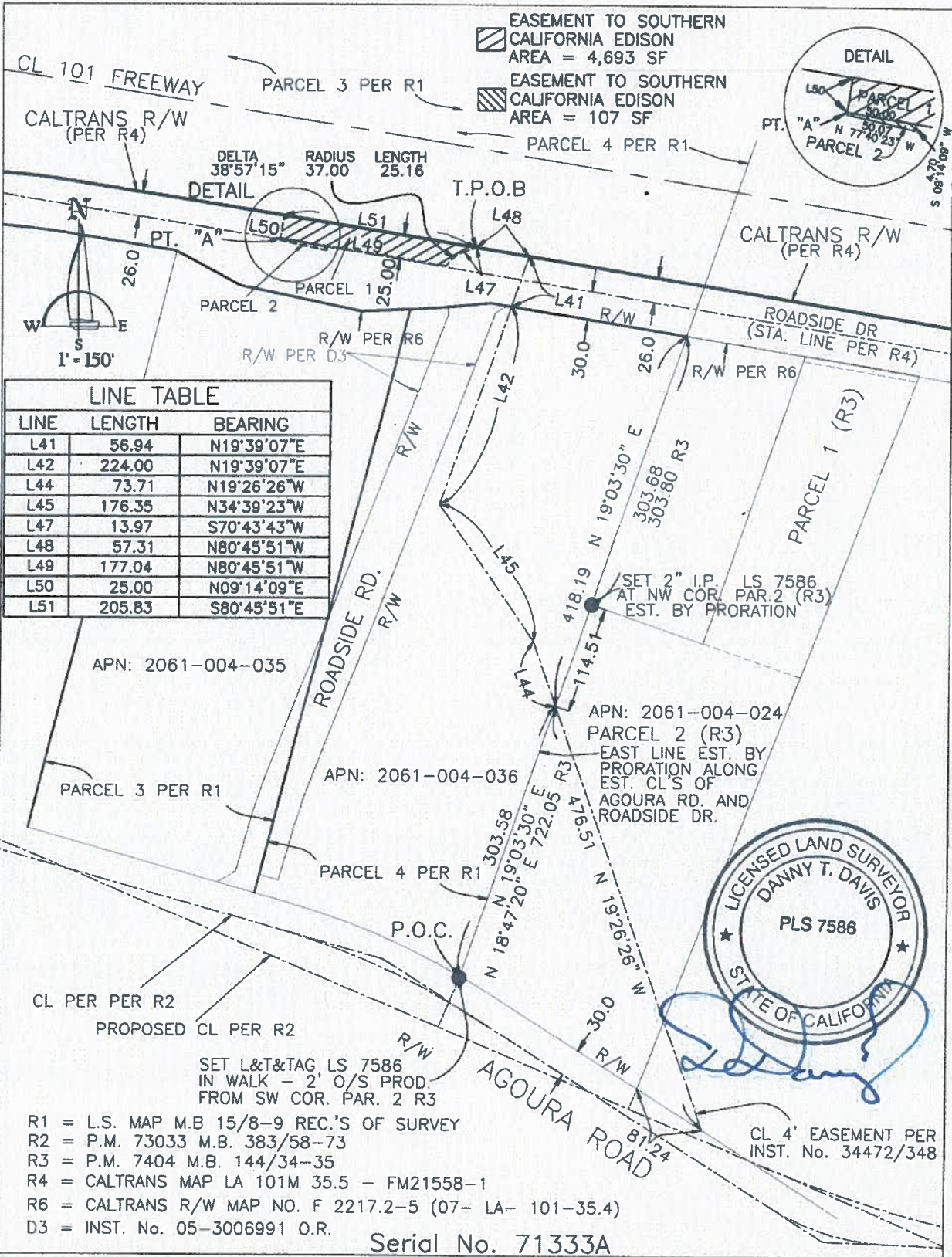
Prepared by me or under my direction

 Date 10/12/16

Danny T. Davis, PLS No. 7586



EXHIBIT "B"



LINE	LENGTH	BEARING
L41	56.94	N19°39'07"E
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