

FACILITIES RELOCATION AGREEMENT
(RELOCATION UNDER SCE TARIFF RULE 20C – APPLICANT TO INSTALL
DUCTS/SUBSTRUCTURES)

This Facilities Relocation Agreement (“Agreement”) is made and entered into this Seventh day of December 2021 (the “Effective Date”) by and between Southern California Edison Company, a California corporation (“SCE”), and Orange County Sanitation District (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 Commercial project (the “Project”) within that area generally depicted in the attached Exhibit A (the “Project Location”).

WHEREAS, SCE currently operates and maintains certain distribution, and/or telecommunication 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 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

The Project will require that certain of SCE’s overhead distribution, and telecommunications facilities be relocated underground (“the Relocation”). The Relocation will be performed in accordance with SCE’s Tariff Rule 20: Replacement of Overhead with Underground Electric Facilities, Section C (“Rule 20C”), which is incorporated herein by this reference. The Scope of Work for the Relocation is as follows:

Relocate existing 12 KV and data lines from overhead between SCE power poles 1680659E and 1680661E to underground. This includes two spans of power lines on south side of Ellis Avenue. No power lines exist on opposite side of the road

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.

2. 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.

3. 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 and the Applicant shall perform the Relocation Work in accordance with all applicable laws, rules and regulations.

a. Work to Be Performed by SCE

1. SCE shall procure and install all materials related to its electrical system – for example: cable, transformers, switches, capacitors, meters, and connectors – except the ducts and substructures as defined in Rule 20B.2.a, which are to be procured and installed by the Applicant. SCE shall provide all engineering work related to the relocation of said electrical facilities.
2. SCE shall inspect and approve all ducts and substructures procured and installed by the Applicant before SCE begins the installation of the underground facilities.
3. SCE shall, at Applicant's cost and expense, remove its overhead electrical facilities after the underground facilities have been installed, energized, and placed into permanent service.
4. Except as stated in Section 9 below, SCE and the Applicant shall each separately be responsible for obtaining all permits required to complete the portion of the work for which each Party is responsible under this Agreement, unless the Parties agree otherwise in writing.

b. Work to Be Performed by Applicant

1. The Applicant, at no cost to SCE, is responsible for providing SCE with any required street improvement or site plans reflecting the location of all existing and proposed underground and/or overhead structures and/or facilities.
2. The Applicant, at no cost to SCE, shall procure and install the pads and vaults for transformers and associated equipment, conduits, ducts, boxes, and poles bases, and perform other work related to structures and substructures including breaking of pavement, trenching, backfilling, and repaving in connection with the installation of the underground system, all in accordance with the Relocation Plans, subject to inspection and approval by SCE.
3. The Applicant shall notify SCE 48 hours prior to construction or installation of the ducts and substructures so that SCE can schedule the required inspection.
4. The Applicant shall provide SCE with "As-Built" drawings.
5. The Applicant, at no cost to SCE and subject to SCE's approval and acceptance, will grant SCE, in writing, ownership of all ducts and substructures installed pursuant to this Agreement. The Applicant warrants and represents that the ownership of the installed ducts and substructures, and each and every component thereof, as approved by SCE, will pass to SCE free and clear of any and all liens and encumbrances.
6. After the Applicant has completed installation of all ducts and substructures, and the ducts and substructures have been inspected and approved by SCE, the Applicant shall furnish to SCE a schedule of all costs incurred in the construction of the ducts and substructures. SCE must have this information before SCE energizes the underground facilities and de-energizes the overhead facilities. As part of the project reconciliation, if the project is subject to Income Tax Component of Contribution ("ITCC"), SCE will provide a

statement of ITCC for the project, which includes the ITCC charged on the ducts and substructures installed by the Applicant.

7. With respect to the Relocation, the Applicant shall ensure that either (a) all property owners served from the overhead facilities to be removed have first agreed in writing to have the wiring changes made on their premises so that service may be furnished from the underground distribution system in accordance with SCE's rules and that SCE may discontinue its overhead service upon completion of the underground facilities, or (b) suitable legislation is in effect requiring such necessary wiring changes to be made and authorizing SCE to discontinue its overhead service.

4. COST ALLOCATION

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 SCE may provide Applicant with credits with respect to the Relocation as required by its applicable Tariff Rules of service.

Applicant shall reimburse SCE for costs and expenses incurred by SCE in accordance with the provisions of Section 6, below.

5. 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 Three Hundred ten thousand (the "Initial Cost Estimate").

The Initial Cost Estimate includes a 24% Income Tax Component of Contribution ("ITCC"), which is the current 2021 ITCC rate. ITCC rates are variable and subject to change. The Applicant is responsible for payment of any increases in the ITCC that are applicable to the project, and shall reimburse SCE (within 60 days following written demand from SCE) for any ITCC increases calculated or paid by SCE, including any interest, penalties or fees associated therewith.

b. Prior Advances: Outstanding Balance. SCE has previously received an engineering advance from the Applicant in the amount of Forty thousand, which has been applied toward the total Initial Cost Estimate owed by the Applicant. Thus, the total remaining balance due to SCE at this time is Two Hundred Seventy Thousand (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 2022. 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 the 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 for which the Applicant is responsible under this Agreement.

in relation to implementation of the Relocation Plans. Thus, at the completion of the Relocation Work (or upon the 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.

If the Applicant fails to pay the final invoice within 30 days of receipt, the Applicant is responsible for paying to SCE, in addition to the invoiced amount, any and all costs incurred by SCE to collect the past due amount, including but not limited to, collection agency fees and court costs, but excluding attorneys' fees.

6. 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.

7. 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.

8. 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 all environmental permits, approvals, certifications and authorizations have been issued in relation to the Project and the Relocation Work.

9. 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. Notwithstanding any provision herein to the contrary, failure by the Applicant to timely respond to requests for information by SCE shall be considered a default of this Agreement.

10. 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 the Applicant's Project necessitating the subject work. Applicant's duty to indemnify SCE includes, without limitation, claims against SCE regarding approvals given by Applicant for SCE's plans, claims against SCE pertaining to the location and/or underlying real property rights for SCE's facilities in new locations (as may be applicable), and claims against SCE for the removal and/or remediation of pre-existing environmental contamination (provided such contamination was not caused by SCE). Applicant shall not be excused of its duty to indemnify for SCE's ordinary negligence, but shall be excused to the extent claims, losses, or damages are attributable to SCE's sole negligence, gross negligence, or willful misconduct.

11. 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:

Lynette McIlvaine
Project Manager (Transmission)
Southern California Edison
1444 E. McFadden Avenue
Santa Ana, CA 92705

To: Orange County Sanitation District

10844 Ellis Avenue
Fountain Valley, CA 92708
Attention: Andrew Brown

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

To SCE:

Southern California Edison Company
P.O. Box 800
Rosemead, California 91771-0001
Attention: Accounts Receivable

To: Orange County Sanitation District

10844 Ellis Avenue
Fountain Valley, CA 92708
Attention: Andrew Brown

12. 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"). 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.

13. 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.

14. 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.

15. GOVERNING LAW

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

16. 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.

17. THIRD PARTY BENEFICIARIES

Nothing herein is intended to create any third party benefit.

18. 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.

19. 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.

20. 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 way of an electronic signature, in which case, said electronic signature shall have the same force and effect as a written signature.

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

DATED: _____

Orange County Sanitation District,

BY: _____

Jim Herberg
General Manager

DATED: _____

SOUTHERN CALIFORNIA EDISON COMPANY,
a California corporation

BY: _____

Lynette McIlvaine
Project Manager

EXHIBIT A

Description of the Project Location

10844 Ellis Avenue, City of Fountain Valley,
between SCE power poles 1680659E and 1680661E

EXHIBIT B
APPROVED RELOCATION PLANS

