

INFORMATION HANDOUT

AGREEMENTS

SC Edison Consent to Use Letter

ROUTE: 12-Ora-57-12.2/15.2

ADDED PER ADDENDUM No. 4 DATED SEPTEMBER 14, 2011



SOUTHERN CALIFORNIA
EDISON[®]

An EDISON INTERNATIONAL[®] Company

Caltrans
Office of Right of Way
3347 Michelson Drive, Suite 100
Irvine, CA 92612-8894

August 19, 2011

Attention: Joe Canchola

Subject: Barre-Villa Park 220kV TL
Request for 5 foot Temporary Construction Easement
East of 57 Fwy, North of Cerrito Ave, Anaheim
Real Properties File No.:CON201352815

Southern California Edison (SCE), has reviewed and approved your request for a Temporary Construction Easement as shown on the attached plans entitled "Utility Plans", sheet(s) U-3 & U-4, stamped approved by TCM, dated August 4, 2011.

As a utility operating high voltage electric lines which serve a major portion of Southern California, SCE's approval is granted subject to the conditions listed below to provide for the safety of others, to protect the electric system from damage and to prevent service interruptions.

This agreement is personal to Caltrans and is not transferable without SCE's prior written consent. Please be advised, you have one year from the date of this Consent Letter in order to commence with construction of this project.

1. Adequate access to all structures must be provided and at no time is there to be any interference with the free movement of SCE's equipment and materials.
2. At no time shall SCE's access to any pole or tower location be cut off during any temporary grading operation.
3. All equipment working on the right of way must maintain a minimum clearance of 25-feet from all SCE structures. A minimum of 17 feet for 220 kV must be maintained from all overhead conductors as stated in the California Code of Regulations, Title 8, Article 37, Table II, Provisions for Preventing Accidents Due to the Proximity of Overhead Lines.
4. Existing SCE facilities shall be protected in place. Prior to starting work, the Transmission Commercial Management representative, Pam Thomas, shall be notified of the intended method of protection. The representative can be contacted at (714) 788-0662.
5. It must be emphasized that these conditions are given from a review of conceptual/ proposed plans, date stamped received July 21, 2011 Real Properties Land Management, submitted by Caltrans. Any changes in the final plans may impose further conditions to this consent.

6. Any modifications of or changes in approved plans must be approved, in writing, by Real Properties Land Management, prior to commencement of development.
7. Construction area must be watered down periodically to prevent dust contamination of SCE's insulators. Any maintenance required by SCE on its facilities over and above normal, and resulting from this operation, shall be paid for by Caltrans.
8. The SCE right of way shall be left in a condition satisfactory to SCE. The cost to repair any damage caused by Caltrans to the access roads, slopes, turnaround area, underground facilities or overhead facilities shall be paid for by Caltrans.
9. Caltrans agrees that all construction equipment, when not in use, shall be parked clear of SCE's right of way and rendered immobile.
10. Any earth disturbed within the right of way and/or backfilling shall be compacted to 90 percent.
11. Caltrans understands that SCE will be maintaining its facilities, which includes washing of insulators.
12. Flammable material must not be stored on the right of way.
13. Servicing, refueling, maintenance and repair of equipment on SCE's right of way is strictly prohibited.
14. No additional structures or other development shall be permitted within the SCE right of way, other than those approved herein.
15. This Agreement must be in the possession of Caltrans's employees or its contractors, while on SCE's right of way, as a condition for issuance of the Agreement.
16. SCE shall be held harmless from any damage on or off the right of way resulting from the work being performed as described herein and approval of these drawings by SCE does not relieve the Caltrans or its engineers from any liability arising out of their design or construction of the project.
17. Staging of equipment or materials shall not be permitted within the SCE right of way.
18. The maintenance of all landscaping, drainage structures, and slopes within the subject SCE right of way and reconstructed access road slopes shall be maintained by the Caltrans.
19. Any irrigation or landscaping damaged by, or requiring relocation for SCE in the future, shall be repaired or relocated by Caltrans at no cost to SCE.

20. Adequate grounding must be provided on all fencing and metallic structures. Plans must be submitted to SCE and must be approved by a Certified Electrical Engineer.

All costs incurred for the proposed project shall be borne by Caltrans.

This consent is issued subject to General Order No. 69-C, of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. Consentee agrees to comply with all applicable federal, state and local laws and regulations. This letter should not be construed as a subordination of SCE's right, title and interest in and to its easements, nor should this letter be construed as a waiver of any of the provisions contained in said easements or a waiver of any costs of relocation of affected SCE facilities.

This consent is temporary in nature and is **valid only until August 31, 2013**, at which time the SCE right of way will be returned to its original condition to SCE's satisfaction.

All notice required to be given to SCE herein, shall be made in writing and shall be deposited in the United States mail, first class, postage prepaid, addressed as follows:

Southern California Edison Company
Real Properties
2131 Walnut Grove Avenue
Rosemead, CA 91770

Caltrans agrees, for itself, and for its and their agents and employees and any person or persons claiming under Caltrans to save harmless and indemnify SCE, its successors and assigns and its and their officers, agents, and employees, from and against all claims, demands, loss, damage, actions, causes of action, expense and/or liability arising or growing out of loss of or damage to property, including the property of SCE, its successors and assigns, and its and their officers, agents, and employees, or injury to or death of persons resulting in any manner, directly or indirectly, from the maintenance, use, operation, repair or presence of the use approved herein.

There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on the combination of this scientific research and public concerns.

While some 30 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF

exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since you plan to enter SCE's right of way that is in close proximity to SCE's electric facilities, SCE wants to share with you and those who may enter the property under this agreement, the information available about EMF. Accordingly, SCE has attached to this document a brochure that explains some basic facts about EMF and that describes SCE's policy on EMF. SCE also encourages you to obtain other information as needed to assist you in understanding the EMF issues with respect to your planned use of this right of way.

It is Caltrans responsibility to determine if the consent of any other party owning an interest in the property is required and to obtain such consent prior to engaging in any activity permitted hereby on the property.

We would appreciate the project completion date inserted in the space provided below.

Please have Caltrans sign and date the enclosed copy of this letter, thereby indicating acceptance of the above conditions, and return the signed copy to this office using the enclosed envelope.

As previously indicated, it is necessary that the use of the land within an operating high voltage transmission line right of way be closely coordinated. For this reason, it will be necessary for SCE to assume your project has been either delayed or cancelled in the event the copy of this letter has not been signed and returned within sixty (60) days from the date of this letter. Should this occur, any consent granted or implied is voided without further notice in order to protect our rights, and facilities. If the project is subsequently reactivated, please contact SCE again prior to the start of any construction, referencing our Real Properties file number. We will then work together with you to ensure the project is coordinated so as to avoid interference with SCE installations and operations.

SCE appreciates the opportunity to review your plans and thanks you for your cooperation in coordinating your project with our company. Please contact me at (626)302-4158 or via email elizabeth.straley@sce.com if you have any questions.

Real Properties

Approved Dated: 8-29-11

Signature: 

Print Name: E Straley

Title: Right of Way Agent

TCM Technical Specialist

Approved Dated: 8-26-11

Signature: 

Print Name: Pam Thomas

Title: Technical Specialist

Caltrans

Accepted and Approved - Dated: _____

Signature: _____

Print Name: _____

Title: _____

Estimated Completion Date: _____

