

Form No. 11

UNDERGROUND ELECTRIC LINE EXTENSION CONTRACT  
NEW RESIDENTIAL SUBDIVISION

SOUTHERN CALIFORNIA WATER COMPANY

UNDERGROUND ELECTRIC LINE EXTENSION CONTRACT  
NEW RESIDENTIAL SUBDIVISION

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. 20.1, Underground Extensions Within New Residential Subdivision, to furnish and install underground electric distribution lines within a new single-family and/or multi-family residential subdivision of five or more lots, 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 said tract or survey map which by this reference thereto is hereby made a part hereof; and

WHEREAS, Developer and Utility have agreed that within the subdivision and for the first 200 feet of supply circuit outside the subdivision, Developer, in accordance with Utility's specifications and timing requirements, will perform the necessary trenching, excavating, and backfilling, including furnishing of any imported backfill material required, and will furnish, install, and transfer ownership to Utility of any conduit required other than the conduit portion of cable-in-conduit, or Developer will pay to Utility as specified herein and before start of construction Utility's estimated costs thereof. 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; and

WHEREAS, The total footage of property fronting on and contiguous to streets within the subdivision is agreed to be \_\_\_\_\_ feet; and

WHEREAS, Service connections to furnish electric service to prospective customers and applicants within the subdivision will be installed pursuant to Utility's Rule No. 21, Service Connections and Facilities on Customer's Premises; and

WHEREAS, Extension of electric lines in excess of 200 feet outside the boundaries of the subdivision will be installed pursuant to Utility's Rule No. 20, Line Extensions, except that the free footage allowances set forth therein will be reduced by 50% for appliances installed within the subdivision; and

WHEREAS, Street lighting and extension of electric lines within the subdivision solely for service to street lighting equipment will be installed in accordance with the appropriate tariff schedule. Electroliers will be located at points approved by the governmental agency having jurisdiction over streets to be dedicated to that agency or by Developer for privately owned and maintained streets open to and used by the general public.

(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. \_\_\_\_\_

PRESIDENT

Resolution No. \_\_\_\_\_

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(Continued)

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. Utility will complete construction of said extension, provided Utility has the legal right to occupy public streets, roads, and highways necessary for the construction, operation, and maintenance of such extension, or has first obtained rights of way therefor on public lands and private property satisfactory to and without cost to or condemnation by Utility.
2. Said extension of electric distribution lines and any street lighting system installed by Utility 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 and street lighting equipment installed by or required by 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.

3. 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.
4. Developer will pay to Utility concurrently with the execution hereof the non-refundable amount of \$\_\_\_\_\_, which is the sum of \$\_\_\_\_\_ for Utility's estimated cost of risers, conduit, trenching, and backfilling furnished, installed, and performed by Utility, \$\_\_\_\_\_ for the nonrefundable portion of Utility's estimated cost for completion by Utility, and \$\_\_\_\_\_ for the street lighting system to be furnished and installed by Utility as requested by Developer.

In addition to said nonrefundable sum, Developer will pay to Utility concurrently with the execution hereof a refundable amount of \$\_\_\_\_\_.

5. The refundable amount advanced by Developer will be subject to refund without interest, in accordance with the following provisions:
  - a. When a building has been completed on a lot within the subdivision and service is supplied to the first permanent domestic customer in that building, an amount equal to the total refundable advance divided by the total number of lots within the subdivision covered by the advance will be refunded. For the purposes of such refunds, the total number of lots is agreed to be \_\_\_\_\_.

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(Continued)

(To be inserted by Utility)

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(Continued)

- b. When buildings have been completed on 90% of the agreed total number of lots within the subdivision and service is supplied to at least one permanent domestic customer in each of such buildings, any remainder of the refundable advance will be refunded.
- c. All refunds will be made promptly and without interest, but not later than 90 days after eligibility for refund is established.
- d. In the event that any portion of the refundable advance has not qualified for refund at the end of 12 months after date Utility is first ready to render service from the underground extension within the subdivision, Developer will pay to Utility Utility's ownership costs on that portion of the refundable advance for which no refunds have been made or are eligible to be made. Ownership costs will be equal to 3/4% per month of the difference between the total refundable amount advanced and any refunds made or eligible to be made to Developer.

Payment of such ownership costs normally will be made by deduction from Developer's refundable advance, but such deduction will not reduce the amount on which the cost of ownership charge is based.

- e. No payment will be made by Utility in excess of the refundable amount advanced by Developer nor after a period of 10 years from the date Utility is first ready to render service from the extension within the subdivision, and any unrefundable amount remaining at the end of the 10-year period will become the property of Utility.

Developer's obligation to pay ownership costs will terminate at the end of said 10-year period.

- 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

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

\_\_\_\_\_  
Developer

By \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

Memo Only

Date Utility First Ready to  
Serve: \_\_\_\_\_, 19\_\_

G.W.O. No. \_\_\_\_\_

(Continued)

(To be inserted by Utility)

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EXTENSION/INSTALLATION DATA

- 1. Footage of Property Fronting on Streets \_\_\_\_\_ feet
- 2. Utility's Estimate Trench, Backfill and Conduit Cost \$ \_\_\_\_\_
- 3. Utility's Estimate Riser Cost \$ \_\_\_\_\_
- 4. Estimated Completion Cost, (1.) x \$3.20 \$ \_\_\_\_\_
- 5. Number Residential Lots \_\_\_\_\_
- 6. (5.) x 125 feet \_\_\_\_\_ feet
- 7. Number Separately Metered Dwelling Units in Excess of Two in Each Multifamily Building \_\_\_\_\_
- 8. (7.) x 25 feet \_\_\_\_\_ feet
- 9. (1.) less the sum of (6.) plus (8.).  
A negative result will be entered as zero \_\_\_\_\_
- 10. (9.) x \$1.75 \$ \_\_\_\_\_
- 11. Number of Ornamental Street Lights (not installed on existing wood poles) \_\_\_\_\_
- 12. (11.) x \$ \_\_\_\_\_, ornamental street light cost \$ \_\_\_\_\_
- 13. Utility's Estimated Other Costs for Installation/Completion of Street Lighting System. (excluding costs included in (2.) above.) \$ \_\_\_\_\_
- 14. Other Charges or (Credits), Explain \$ \_\_\_\_\_

Nonrefundable Amount Due

(2.) plus (3.) plus (10.) plus (12.), plus (13.) plus/minus (14.) \$ \_\_\_\_\_

Refundable Amount Due

(4.) less (10.) \$ \_\_\_\_\_

(Enter NA for "Not Applicable" where required)

(To be inserted by Utility)

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