

1 THIS AGREEMENT, made and entered into as of the 17th day
2 of January, 1957, by and between SOUTHERN CALIFORNIA EDISON COMPANY,
3 a California corporation, hereinafter called "Edison" and CITY OF REDLANDS,
4 acting by and through its CITY COUNCIL, hereinafter called "City" or "Licensee",

5 W I T N E S S E T H:

6 WHEREAS, Edison is a public utility engaged in the generation,
7 transmission, distribution and sale of electric energy in portions of central
8 and southern California, and maintains overhead pole lines and street light
9 circuits throughout the territory served by it in said State; and

10 WHEREAS, City is a public body interested in regulating traffic
11 and installing, operating and maintaining traffic regulating devices; and

12 WHEREAS, it is to the mutual benefit and advantage of the parties
13 hereto to utilize wood poles or steel electroliers, which are solely owned by
14 Edison (hereafter referred to as poles), upon which to install, maintain and
15 operate such traffic regulating devices, herein collectively referred to as
16 "equipment" or "attachments",

17 NOW, THEREFORE, in consideration of the mutual covenants herein
18 contained, City and Edison agree as follows:

19 1. Edison hereby, subject to the terms and conditions provided in
20 this agreement, licenses and permits City to construct, maintain, use, repair,
21 renew, operate and remove the aforesaid equipment or attachments on Edison
22 poles in accordance with and pursuant only to the specifications attached
23 hereto and marked Exhibit "A" and made a part of this agreement.

24 2. Except as otherwise herein provided, the use by City of such
25 poles as herein contemplated shall be without charge or expense to City.

26 3. Whenever City desires to place any equipment or attachment on
27 Edison poles, the following procedure shall be followed:

28 (a) City shall file with Edison, in quadruplicate, "Applica-
29 tion for Joint Use of Poles" (a form similar to Exhibit "B", attached hereto).

30 (b) If the application is approved, Edison will so indicate
31 by signing one copy of the application and returning it to City.

32 (c) No attachment shall be placed until the application for

1 the same shall have been thus approved.

2 (d) Before commencing the installation of any attachments,
3 City shall notify Edison in sufficient time to permit Edison to have a repre-
4 sentative present.

5 (e) City shall commence and complete all approved attachments
6 as promptly as possible. Failure to complete the installation within a
7 reasonable time or within the time prescribed by Edison on any application
8 automatically revokes the right to place such attachments and City shall not
9 proceed to make such attachments without first reapplying and receiving per-
10 mission to do so as prescribed above.

11 (f) If Edison does not maintain poles at such locations as
12 will fulfill City's requirements, City shall notify Edison of its needs for
13 pole facilities at specified locations.

14 (g) If Edison is willing to install poles at such locations
15 satisfactory to City, Edison shall promptly notify City of such determination
16 which, in any event, shall not exceed 30 days from the receipt of such notice.

17 (h) Upon approval of an application for attachments at loca-
18 tions where no poles are in existence, Edison shall proceed with due diligence
19 to install such poles.

20 (i) If any attachment requested by City shall require re-
21 arrangement of existing facilities of Edison in order to permit use of said
22 facilities by City, Edison shall indicate on City's application the nature and
23 estimated cost of such rearrangement, and if City desires to use such facili-
24 ties as so rearranged, it shall so indicate by resubmitting the application,
25 accompanied by a letter agreeing to defray the incurred cost thereof, including
26 allocable overheads, and Edison shall promptly complete such rearrangement and
27 bill City for such cost thereof.

28 (j) City may at any time, after notice to Edison as hereinafter
29 set forth, remove all or part of its equipment from any of said poles and in
30 each such case, City shall immediately give Edison written notice prior to
31 such removal by filing with Edison, in triplicate, application form herein
32 designated Exhibit "B".

(k) Removal of such equipment from any pole shall constitute

1 a termination of City's right to use such pole as to such equipment as has
2 been removed.

3 4. Said attachments and appurtenances shall be installed and
4 maintained by the City in a good, safe and workmanlike manner and in compliance
5 with all laws, regulations, ordinances and decrees of all lawfully constituted
6 bodies and tribunals pertaining to pole line construction, including General
7 Order No. 95 of the Public Utilities Commission of the State of California,
8 and any supplements thereto or revisions thereof. City shall have access to
9 said facilities and every part thereof at all reasonable times for the pur-
10 poses of inspection and maintenance of said facilities. Such equipment and
11 attachments shall be so installed and maintained by the City that at no time
12 will they, or any part of them, be attached above 18 feet grade on any pole.

13 5. Should Edison at any time in its discretion determine that a
14 rearrangement of City's facilities on an existing pole or the replacement of
15 an existing pole is necessary, Edison will indicate on said application form
16 the necessary changes and deliver the same to City, if City elects to con-
17 tinue the use of the equipment or attachments at said location, it will
18 return the application so indicating and will, on demand, rearrange or
19 relocate its facilities at its expense.

20 6. Nothing in this agreement shall be construed to obligate Edison
21 to grant City permission to use, or to continue to use, any particular pole.

22 7. Nothing herein contained shall restrict or prohibit City from
23 installing such poles of its own as may be necessary on its highway right of
24 way or as may be required on City lands for the proper operation and main-
25 tenance of its traffic control devices, provided City and Edison hereby
26 agree that both will cooperate so far as possible to keep the number of
27 poles on public thoroughfares to a practical minimum.

28 8. Nothing in this agreement shall be construed to confer any
29 permit, license or grant to use the property of persons other than Edison.

30 9. Should Edison determine that it is necessary to relocate a pole
31 on which the City maintains an attachment, City shall, upon reasonable notice
32 from Edison, promptly relocate, replace or transfer its attachments to substitute

1 poles or new poles as may be required; provided that in the event of emergency
2 Edison may transfer City's attachment to a substituted or replaced pole or
3 perform any other work in connection with said attachments that may be required
4 for the service needs of Edison, and City in such case shall reimburse Edison
5 for the costs thereby incurred as aforesaid.

6 10. No use, however extended, of any of said poles under this agree-
7 ment shall create or vest in City any ownership or property rights therein,
8 and City's rights as to any particular pole or poles may be terminated at any
9 time by Edison upon 30 days' written notice to City and City shall remove any
10 or all of its equipment from said pole or poles within 30 days after the
11 receipt of such notice. City has been advised and understands that Edison is
12 a party to a joint pole agreement dated October 10, 1906, as amended and
13 supplemented, and is subject to the joint pole regulations and procedures
14 which have been promulgated in connection therewith and that pursuant thereto
15 any pole now solely owned by Edison may be the subject of the acquisition of a
16 joint interest by other parties to the joint pole agreement in accordance with
17 the joint pole procedure, and the City hereby agrees to subordinate any of its
18 rights under this agreement to any and all rights and obligations arising by
19 virtue of the aforesaid joint pole agreement and joint pole procedures.

20 11. City shall indemnify and hold harmless Edison insofar as it may
21 legally do so against all loss, claims, causes of action, damages, costs or
22 liabilities, directly or proximately resulting from or caused by the installa-
23 tion, operation and maintenance of said equipment on said poles.

24 12. The failure of Edison to enforce any provision of this agreement
25 or the waiver thereof in any instance shall not be construed as a general waiver
26 or relinquishment on its part of any such provision, but the same shall never-
27 theless be and remain in full force and effect.

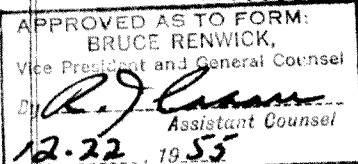
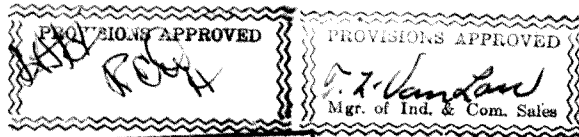
28 13. All amounts payable by City to Edison under the provisions of
29 this agreement shall, unless otherwise specified, be due and payable within
30 ninety days after the presentation of bills therefor.

31 14. Unless sooner terminated by mutual written agreement, this agree-
32 ment shall continue in effect for a term of one year from the date hereof and

1 from year to year thereafter. This agreement may be terminated by either
2 party hereto at the end of any succeeding annual period by written notice
3 given not less than 60 days prior to the end of said term or of any succeed-
4 ing annual period. Notice of termination of this agreement shall be in writing
5 and transmitted by United States mail or by personal delivery to Edison at its
6 office at 601 West Fifth Street, Los Angeles, California (Mailing address
7 P. O. Box 351, Los Angeles 53, California), or to City at its office at
8 corner of Cajon and Vine, Redlands, California, as the case may be, or to
9 such other address as either party hereto may from time to time designate
10 for that purpose. In the event of such termination, City shall promptly
11 remove all of its equipment and attachments from Edison poles.

12 15. The provisions hereof shall inure to the benefit of and bind the
13 respective successors in interest, representatives or assigns of the parties
14 hereto; provided, however, that no assignment may be made without the prior
15 written consent of the other party hereto.

16 IN WITNESS WHEREOF, the parties hereto have entered into this agree-
17 ment as of the day and year first above written.



SOUTHERN CALIFORNIA EDISON COMPANY

By: [Signature]
Vice President

Attest: [Signature] DEC 23 1955
Assistant Secretary

CITY COUNCIL
CITY OF REDLANDS

By: [Signature]

1. Existing Installations: Edison will permit signals to be mounted directly (close in) on our standard #11 Ga. steel electroliers only by means of clamping bands, and the wiring must be in conduit attached to the outside of the electroliers. Edison will replace existing standard #11 Ga. electroliers with heavier #7 Ga. at Licensee's expense and risk, if the Licensee desires mast arm (15' maximum) mounted signals, signals bolted to the pole (not externally clamped) or the wiring inside the pole.

2. New Installations: In every case where mast arm signals are desired, Edison will install the heavier #7 Ga. electrolier. Where "close in" attachments are desired on new installations, the standard steel electrolier will be installed. Preparation of the electroliers for the attachment of signals and equipment must, of course, be completed before installation. (15' mast arm, maximum length).

3. Traffic signals may be attached directly to Edison wood poles or standard steel electroliers. They may be suspended from mast arms and the mast arms mounted on wood poles, but not on Edison standard steel electroliers. ~~Special steel electroliers of heavier gauge metal will be installed to provide~~ for the attachment of mast arm mounted traffic signals on existing installations. The Licensee shall bear the cost of replacing existing standard steel electroliers, or the additional cost of the special electroliers on new installations, when mast arm traffic signals are to be attached to Edison steel street lighting electroliers.

4. All street lighting equipment on Edison poles shall be owned and maintained by the Edison Company.

5. Control equipment, except pedestrian push-buttons, shall not be attached to Edison poles, but shall be mounted on separate Licensee-owned poles or pedestals. Pedestrian push-buttons may be attached to Edison poles.

6. Control wiring shall be in conduit attached to the surface of Edison wood poles. Control wiring may be run on the inside of Edison steel electroliers, except as noted in Paragraph 1. The conduit to provide entrance for the signal wiring through the concrete foundation into the base of the steel electrolier shall be provided by, and installed at the expense of the Licensee.

7. The electric service point may be on the same wood pole on which a signal is attached. Service for a signal will not be run to a steel electrolier,

EXHIBIT "A"

but will be supplied on some nearby wood pole; the Licensee to run the conductors underground to control equipment or signals.

8. Signals may be attached to wood poles by means of lag screws, bolts through the pole, or clamps around the pole. Conduits and pedestrian push-buttons may be attached to wood poles by means of straps.

9. Signals, conduits and pedestrian push-buttons may be attached to Edison steel electroliers by means of clamping bands around the pole, and in such a manner that the pole will not be crushed or deformed. Signals and pedestrian push-buttons may be attached to Edison steel electroliers by means of bolts through saddles welded to the electrolier or by means of cap-screws into threaded bosses welded into the electrolier. One hole into the electrolier for the control wiring will be permitted for each signal head or the pedestrian push-button. The conduit connection between the electrolier and the signal equipment shall be watertight so that no moisture will enter the electrolier. A hand-hole may be provided near the base of the electrolier to facilitate wiring the equipment. This hand-hole shall have a reinforcing collar welded to the electrolier and be provided with a **watertight cover**.

10. All drilling and welding work necessary to provide for the attachment of signal equipment shall be done at the manufacturer's plant. No holes shall be cut in the steel electroliers in the field. The Licensee shall provide drawings detailing the necessary shop work, and bear the cost of the material and labor involved in preparing the Edison electroliers for the attachment of signal equipment. After holes have been drilled and attachments welded, all steel electroliers shall comply with the strength requirements and safety factors of the Southern California Edison Company and the Public Utilities Commission of the State of California.

Pole Number	No. of Contacts	Edison District	Steel or Wood
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Ht.	Yr.	Location
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APPLICATION FOR JOINT USE OF POLE

Southern California Edison Company
Post Office Box 351
Los Angeles 53, California

Gentlemen:

In accordance with Blanket Contact Agreement, dated _____ we hereby apply for
free
abandonment of contact on pole of your Company, numbered, located, and otherwise described as shown above. Attachment for
1. Close-in signals
2. Mast arm signals at _____ foot grade.

Contact made _____ 19 _____

Remarks: _____

Names of other occupants on pole: _____

APPROVED

APPLICANT

Southern California Edison Company

By: _____

By: _____

Joint Pole Supervisor

Date _____ 19 _____

Date _____ 19 _____

EXHIBIT "B"