

LADWP No. 10462

**Amended and Restated Little Lake
Communication Site Agreement**

This Agreement is in connection with the +/- 500-kV DC Transmission Line and pursuant to the Amended and Restated City-Edison Pacific Intertie DC Transmission Facilities Agreement (City-Edison Agreement) No. 10078, the Department of Water and Power of the City of Los Angeles (City) has constructed communication facilities for and generally along the route of said DC line. As part of the construction of said communication facilities, City has made modifications to an existing building presently owned and operated by Southern California Edison Company (Edison) and installed microwave facilities therein at a relay station located near Inyokern, California, known as Little Lake Communication Site (Little Lake). Said Relay Station was previously constructed and is presently owned and operated by Edison on a site occupied by Edison under an easement issued by the Bureau of Land Management (BLM) dated January 18, 1967. Edison has installed, owned, operated and maintained the site improvements, building, tower, battery, battery charger and other microwave equipment at Little Lake. Said modifications to Edison's building, were performed and said microwave facilities were installed by City as part of the DC Transmission Facilities (as such term is defined in the City-Edison Agreement) to be used in connection with the control and operation of the +/- 500-KV DC transmission line.

In order to provide for such installation by City of said microwave facilities at Little Lake and for the ownership, use, maintenance and rights and responsibilities connected with all the facilities at said station, the parties hereto agree as follows:

1. The term of this Agreement is coterminous with the earlier of: (i) the termination date of the Amended and Restated City-Edison Pacific Intertie DC Transmission Facilities Agreement or (ii) the date the Bureau of Land Management informs Edison that it will not extend or renew Edison's January 18, 1967 easement."
2. Edison shall continue to own, operate and maintain the site improvements, building, tower, battery, battery charger and other microwave equipment previously installed by Edison at Little Lake.
3. At Edison's expense, City has purchased and installed at Little Lake and Edison shall own, operate, and maintain, and shall make additions, betterments and replacement at its sole discretion to baseband coupling equipment for the exclusive use of Edison. Edison has fully reimbursed City for all costs incurred by City in the purchase and installation of said baseband coupling equipment.
4. Edison shall own the modifications made by City to Edison's existing building at Little Lake, City also has installed, and shall operate and maintain in Edison owned facilities at Little Lake and on the site of Little Lake, tower, battery, battery charger, emergency electric generator system including the associated fuel system, transfer panel, air conditioning units and microwave communications equipment and antenna system, such facilities having been installed as part of the DC Transmission Facilities. Pursuant to the aforementioned City-Edison Agreement, Edison has paid to City one-half of the cost of said modifications to equipment and installation of said facilities and owns a one-half undivided interest in such equipment and installation of said

facilities. Should any improvements, modifications or maintenance be required in the future Edison and City will each share in one-half of the cost.

5. In return for the use of that portion of Edison's existing building, site and site improvements at Little Lake which is occupied by the equipment installed by City Pursuant to paragraph 4 hereof, City shall pay to Edison each year \$ 2,940.40, which represents the total yearly rental value of said portion and which shall be considered a cost of operating the DC Transmission Facilities under the City-Edison Agreement. The first such payment shall be due and payable on or before the twentieth calendar day of the month which follows the month in which this letter agreement becomes fully executed. Such first payment shall include the yearly rental for that year in which such first payment is made and for all preceding years beginning with the year 2017. Subsequent yearly rental payments shall be due and payable on or before July 1 of the year for which such rental payment applies.
6. The rental value set forth in paragraph 5 herein will increase by 2.1% annually for the first 5 years and shall be subject to annual review and change by Edison to reflect the then-current and anticipated conditions in regard to the BLM rent increase, taxes and insurance rates. City shall have an ability to review, audit and dispute all records supporting any increase in rental value on an annual basis.
7. Except for loss or damage resulting from willful misconduct or willful breach of contract by either party:
 - 7.1. The cost of replacement or repair of any loss or damage to any facilities at Little Lake arising out of the construction, operation and maintenance of the facilities installed by City pursuant to paragraph 4 hereof, which cost is not paid for by insurance, shall be considered a cost of operating and Maintaining the DC Transmission Facilities under the City-Edison Agreement.
 - 7.2. The cost of replacement or repair of any loss or damage to facilities installed by the City pursuant to paragraph 4 hereof arising out of Edison's construction, operation and maintenance of Edison's solely owned facilities at Little Lake, which cost is not paid for by insurance, shall be considered a cost of operating and maintaining the DC Transmission Facilities under the City-Edison Agreement.
 - 7.3. All claims by, or liability of, City or Edison (or both) to third parties (including employees of either City or Edison) arising out of the construction, operation or maintenance of facilities installed by City pursuant to paragraph hereof, and which claims or liabilities are not paid for by insurance, shall be considered a cost of operating and maintaining the DC Transmission Facilities under the City-Edison Agreement.

- 7.4. Other than each party's property interest in Little Lake, each party releases the other party hereto from liability for damage to the property of either party hereto, including any claim or liability for consequential damages, resulting from the construction, operation or maintenance by either City or Edison of facilities at Little Lake.
8. The Agreement shall be interpreted and enforced under California law.
9. By acceptance of this letter agreement the Cities of Burbank, Glendale and Pasadena concur in and agree to be bound by the Provisions hereof to the extent of their pro rata interest in the DC Transmission Facilities.
10. The Agreement may be executed in counterparts with the same force and effect as if executed in one complete document by all Parties.

The signatories hereto represent that they have been appropriately authorized to enter into this Amended and Restated Little Lake Communication Site Agreement on behalf of the Party for whom they sign.

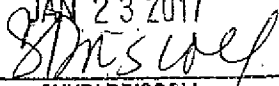
SOUTHERN CALIFORNIA EDISON

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By: _____
Name: DAVID H. WRIGHT
Title: General Manager
Date: _____
And: _____
Name: BARBARA E. MOSCHOS
Title: Board Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

JAN 23 2017
BY 
SYNDI DRISCOLL
DEPUTY CITY ATTORNEY

BURBANK WATER AND POWER

By: _____
Name: _____
Title: _____
Date: _____

GLENDALE WATER AND POWER

By: _____
Name: _____
Title: _____
Date: _____

PASADENA WATER AND POWER

By: _____
Name: _____
Title: _____
Date: _____