



Southern California Edison  
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 27766-E  
Cancelling Revised Cal. PUC Sheet No. 5636-E

Sheet 1

ABSOLVING SERVICE AGREEMENT  
Form CSD-436

(To be inserted by utility)  
Advice 1489-E  
Decision \_\_\_\_\_

Issued by  
John R. Fielder  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Submitted Sep 29, 2000  
Effective Nov 8, 2000  
Resolution \_\_\_\_\_



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL<sup>SM</sup> Company

## ABSOLVING SERVICE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, by and between

hereinafter called "Applicant," and SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Utility,"

WITNESSETH:

THAT WHEREAS, Applicant by separate instrument has applied to Utility for electric service at the location described as follows:

AND WHEREAS, a good and sufficient right of way satisfactory to Utility cannot be secured to render the service applied for, or it will be necessary to render such services over lines or electrical facilities of uncertain duration or owned by a third party, or such service facilities are subject to authority and/or control of others; and

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(OVER)

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WHEREAS, in order to secure electric service at said location under the existing conditions, Applicant is willing to agree to take such service on a temporary basis upon and subject to the covenants and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, it is mutually agreed as follows, to-wit:

1. Notwithstanding anything contained in any other written instrument signed by Applicant to the contrary, it is agreed that electric service will be supplied by Utility and taken by Applicant upon and subject to all of the terms and conditions of this Agreement.

2. Electric service applied for by Applicant will be supplied from lines or electrical facilities installed on a temporary basis and/or of uncertain duration for the reason that a portion or portions of such lines or electrical facilities are either (1) owned by a third party, or (2) installed or to be installed over property of a third party, over which only a temporary revocable license can be secured, or (3) installed for the purpose of rendering temporary service to a third party in the vicinity of Applicant's service location, and the service applied for by Applicant does not warrant the permanent retention of those temporary facilities, or (4) installed or to be installed over property of a third party over which only an easement can be secured which can be terminated by the assertion of a prior or paramount right, title, or interest, or can be terminated in the event of a default in the terms of a prior or paramount right, title, or interest, or (5) such electrical facilities are subject to authority and/or control of others.

3. Electric service furnished to Applicant at said location over lines and electrical facilities affected by any of the conditions referred to in the preceding paragraph, is taken subject to the effect of any such conditions, and may be discontinued by Utility, either temporarily or permanently, at any time that Utility can no longer supply service to Applicant over such lines and electrical facilities for any reason whatsoever arising as a result of the use of such lines and facilities, or in the event Applicant no longer requires electric energy to be delivered at said location.

4. It is mutually agreed that discontinuance of service as aforesaid may be made without previous notice to Applicant, but Utility agrees that it will give Applicant such previous notice of any such discontinuance as Utility shall be in a position to give, if any, under the circumstances requiring the discontinuance of service.

5. Utility shall not be liable in any event for any loss, damage, expense or liability of any nature whatsoever, resulting in any manner, directly or indirectly, by reason of the discontinuance of electric service as aforesaid, or the construction, operation, use, maintenance, repair or removal of lines and electrical facilities that may be owned by a third party.

6. This Agreement shall remain in full force and effect during such time as electric service shall be rendered to Applicant by means of lines and electrical facilities affected by any of the conditions hereinabove enumerated.

7. This Agreement shall be subject at all times to such changes and 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_

SOUTHERN CALIFORNIA EDISON COMPANY

\_\_\_\_\_

APPLICANT

By \_\_\_\_\_

DISTRICT OR DIVISION MANAGER