PURPOSE

This manual change updates Forms RW 13-6, RW 13-8, RW 13-9, RW 13-10, RW 13-11, RW 13-12, RW 13-13, RW 13-14, and RW 13-16 with formatting changes. The field capacities in these forms have been revised and expanded. The content in these forms has not changed.

RW 13-6 Right of Way Utility Payment Request and Coding Instructions
RW 13-8 Joint Use Agreement - Southern California Edison Company
RW 13-9 Consent to Common Use Agreement - Southern California Edison Company
RW 13-10 Joint Use Agreement - Central Valley Project
RW 13-11 Joint Use Agreement - Central Valley Project
RW 13-12 Joint Use Agreement - Bureau of Reclamation (Bureau-Owned Land)
RW 13-14 Certificate of Common Use Department of Water Resources Certificate of Common Use (State-Owned Land)
RW 13-16 Report of Investigation Approval Guide

BACKGROUND

Above noted forms historically have not had enough capacity in some fields for full descriptions of information.

EFFECTIVE DATE

Immediately.
**MANUAL IMPACT**

- Remove the superseded pages and insert the attached pages in the Manual.
- Record the action on the Revision Record.

**REVISION SUMMARY**

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Remove Old Pages</th>
<th>Insert New/Revised Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Remove the following in its entirety:</td>
<td>Replace with the following in its entirety:</td>
</tr>
</tbody>
</table>
STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY UTILITY PAYMENT REQUEST AND CODING INSTRUCTIONS

TO: 1) R/W PLANNING AND MANAGEMENT
2) R/W ACCOUNTING BRANCH

FROM: R/W DISTRICT ______ UTILITIES

PAYMENT FOR INVOICE(S) ATTACHED:
INVOICE NO(S) __________

CHECK/WARRANT MADE PAYABLE TO:

VENDOR:

PREPARED BY UTILITY COORDINATOR/CONTRACT MANAGER:
Sign: __________________ Date: __________________
Print: __________________ Telephone: __________________

REVIEWED BY UTILITY COORDINATOR SUPERVISOR:
Sign: __________________ Date: __________________
Print: __________________ Telephone: __________________

UTILITY AGREEMENTS:

☐ PARTIAL PAYMENT
☐ PAYMENT FALLS WITHIN 25% SUPPLEMENTAL
☐ PAYMENT COVERED BY AMENDMENT
☐ ADVANCE
  Note to AGS: Code FA 8 for payment.
☐ FINAL PAYMENT

POSITIVE LOCATION (POTHOLING):

☐ PAYMENT
☐ PARTIAL PAYMENT

OTHER

CHECK AMOUNT $ __________

FOR ISSUING CHECK/WARRANT:
Mail by: __________________ Date: __________________

RIGHT OF WAY UTILITY TO COMPLETE UNSHADIED FIELDS AND R/W P&M TO VERIFY CODES

PLANNING & MANAGEMENT APPROVAL:
Sign: __________________ Date: __________________
Print: __________________ Telephone: __________________

ACCOUNTING NOTE: All data must be entered exactly as shown. Verify coding prior to entry into TRAMS. If any change is necessary, contact R/W P&M who will fax a revised copy to R/W Accounting for payment.

Distribution: Original + 1 copy - R/W Accounting; 1 copy - District P&M; 1 copy - Utility File

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
THIS AGREEMENT, entered into this ______ day of _________________, 20 _____, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company," and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "State."

WITNESSETH

WHEREAS, Company is in possession of certain rights of way and easements, hereinafter referred to as "Company easement," and described as follows:
and

WHEREAS, State has acquired certain lands for highway purposes in the vicinity of ________________, County of _________________ on State Road ______________, hereinafter referred to as "highway right of way," which said highway right of way is subject to Company's easement; and

WHEREAS, the Company's facilities on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said highway, and State desires to eliminate such interference or obstruction.

NOW, THEREFORE, Company and State hereby mutually agree as follows:

1. The location of Company's easement so far as it now lies within the said highway right of way be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location," described as follows:
2. Under and by virtue of Utilities Agreement No. _____, dated ________, executed by the parties hereto, Company has heretofore rearranged, relocated or reconstructed or will rearrange, relocate or reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way, and Company does hereby surrender and quitclaim to State all of Company's rights, title and interest under and by virtue of Company's easement in the old location within said highway right of way and not included in said new location. Company hereby consents to the construction, reconstruction, maintenance or use by State of a highway over, along and upon Company's easement both in the old location and in the new location within said highway right of way upon and subject to the terms and conditions herein contained.

3. State acknowledges Company's title to Company's easement in said new location and priority of Company's title over the title of State therein. Company has and reserves the right and easement to use, in common with the public's use of said highway, said new location for all the purposes for which Company's easement was acquired, without need for any further permit or permission from State. Except in emergencies, Company shall give reasonable notice to State before performing any work on Company's facilities in said new location where such work will be performed in, on or over the traveled way or improved shoulders of said highway or will obstruct traffic. In all cases, Company shall make adequate provision for the protection of the traveling public.

4.
5. In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said area of common use the State shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice. Company will provide State with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by State, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall make adequate provisions for the protection of the traveling public. No further permit or permission from State for such rearrangement shall be required and State will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any subsequent relocation of Company's facilities within said highway right of way, (2) provide executed document(s) granting to Company a good and sufficient easement outside of the highway right of way if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Company shall acquire such easement.

6. State agrees to reimburse Company for any loss it may suffer because of any lack of or defect in State's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by State outside of said highway right of way, to which Company relocates its facilities pursuant to Paragraph 5 hereof, and State agrees that if Company is ever required to relocate its facilities because of any such lack or of defect in title, State shall reimburse Company for the cost of relocating its facilities and any other reasonable cost arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. State shall not reimburse Company for any loss caused by Company's own fault or negligence.

7. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both State and Company shall use said new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or State may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either State or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. Insofar as it may legally do so, the State agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said highway by the State or its contractors, and that, if necessary, State will protect Company's facilities against any such damage.

8. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized.

RECOMMENDED FOR APPROVAL:

By: ________________________________
Name: ______________________________
Title: ______________________________

SOUTHERN CALIFORNIA EDISON COMPANY

By: ________________________________
Name: ______________________________
Title: ______________________________

By: ________________________________
Name: ______________________________
Title: ______________________________

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Director of Transportation

By: ________________________________
Attorney in Fact
CONSENT TO COMMON USE AGREEMENT-SOUTHERN CALIFORNIA EDISON COMPANY

DISTRICT | COUNTY | ROUTE | POST MILE | DOCUMENT NO.
--- | --- | --- | --- | ---

THIS AGREEMENT, entered into this ______ day of ________________, 20 ____, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company," and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "State."

WITNESSETH

WHEREAS, Company is in possession of certain rights of way and easements, hereinafter referred to as "Company's easement," and described as follows:
and

WHEREAS, State has acquired certain lands for highway purposes in the vicinity of ____________________________, County of ____________________ on State Road ____________________, hereinafter referred to as "highway right of way"; and

WHEREAS, the highway right of way occupies a portion of Company's easement and is subject to said easement which said portion is hereinafter referred to as "area of common use," and is described as follows:
NOW, THEREFORE, Company and State hereby mutually agree as follows:

1. Company hereby consents to the construction, reconstruction, maintenance or use by State of a highway over, along and upon Company’s easement in the area of common use upon and subject to the terms and conditions herein contained.

2. State acknowledges Company’s title to Company’s easement in said area of common use and the priority of Company’s title over the title of State therein. Company has and reserves the right and easement to use, in common with the public’s use of said highway, said area of common use for all of the purposes for which Company’s easement was acquired, without need for any further permit or permission from State. Except in emergencies, Company shall give reasonable notice to State before performing any work on Company’s facilities in said area of common use where such work will be performed in, on or over the traveled way or improved shoulders of said highway or will obstruct traffic. In all cases, Company shall make adequate provision for the protection of the traveling public.

3.
4. In the event that the future use of said highway shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said area of common use the State shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice. Company will provide State with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by State, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall make adequate provisions for the protection of the traveling public. No further permit or permission from State for such rearrangement shall be required and if such rearrangement shall require the relocation of any of Company's facilities outside of said area of common use, State will (1) enter into the standard form of Joint Use Agreement covering the new location of Company's easement within the highway right of way, (2) provide executed document(s) granting to Company a good and sufficient easement outside of the highway right of way if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Company shall acquire such easement.

5. State agrees to reimburse Company for any loss it may suffer because of any lack of or defect in State's title to any subsequent location within said highway right of way, or in the title to any easement provided by State outside of said highway right of way, to which Company relocates its facilities pursuant to Paragraph 4 hereof, and State agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, State shall reimburse Company for the cost of relocating its facilities and any other reasonable cost arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. State shall not reimburse Company for any loss caused by Company's own fault or negligence.

6. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both State and Company shall use said area of common use in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or State may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either State or Company in such a manner as to cause an unreasonable interference with the use of said area of common use by the other party. Insofar as it may legally do so, the State agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said highway by the State or its contractors, and that, if necessary, State will protect Company's facilities against any such damage.

7. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized.

RECOMMENDED FOR APPROVAL:

By: __________________________________________
Name: _______________________________________
Title: _______________________________________

SOUTHERN CALIFORNIA
EDISON COMPANY

By: __________________________________________
Name: _______________________________________
Title: _______________________________________

By: __________________________________________
Name: _______________________________________
Title: _______________________________________

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Director of Transportation

By: __________________________________________
Attorney in Fact

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JOINT USE AGREEMENT - CENTRAL VALLEY PROJECT

Subject to provisions of the contract between the United States and the State of California, dated October 12, 1956 and entitled "Contract and Grants of Easements Covering Crossings of State of California Highway Facilities and Features of Central Valley Project"

hereby (grants without warranty of title) (consents to) a right of perpetual joint use (to) ________________________________, in a common area described as follows:

(Insert description of common area as provided in Section 3 of the contract)
For a crossing of (indicate facilities) of grantee and (facilities of other party) of grantor located at approximate


Dated: ________________________________

Grantor: ________________________________

(Acknowledgment optional with grantee)
Subject to provisions of the contract between the United States and the State of California, dated October 9, 1963 and entitled "Contract Covering Transverse Crossings of Parties' Respective Facilities" and the conditions set forth below, the State of California hereby grants, without warranty of title, or consents to the right of joint use to the United States of America, in a common area described as follows:

For a transverse crossing of ____________________________ of grantee and ____________________________ of grantor located at ____________________________.
GENERAL PROVISIONS

1. United States shall assume the cost of accommodating States' facilities existing or presently planned to be constructed within a five-year period from date of execution of this Joint Use Agreement, which accommodation is necessary by reason of the construction, operation or maintenance of facilities of United States in the joint use area.

2. Should State desire any betterment of its existing facilities, State shall defray any additional cost of such betterment. For the purposes of this agreement, "betterment" is defined as an increase in the capacity or utility of State's facilities.

3. United States shall submit to State its plans for such crossing and method of installation thereof, and obtain State's prior approval thereof, which approval shall not be unreasonably withheld.

4. United States shall, within State's highway rights of way, comply with all access control and surface use restrictions promulgated by the State Highway Engineer.

5. United States shall maintain, repair and replace its facilities located in the area of joint use at its sole expense.

6. United States in exercising any of its rights in the joint use area shall make adequate provisions for the protection of the traveling public and provide such barricades and safety devices as are required on State's highway construction projects.

7. All work by United States shall be planned and carried out so that there will be, to the extent reasonably practical, a minimum inconvenience to the traveling public.

8. All work by United States shall conform to recognized standards of construction and shall be subject to inspection by State.

9. Except in emergencies, United States shall give reasonable notice to State before performing any work in the joint use area where such work will be performed in, on, or under the traveled way or improved shoulders of the highway or will obstruct traffic.

10. After United States' compliance with Paragraph 1 hereinafore, each party may thereafter alter or improve its facilities within the joint use area, provided, however, that the moving party shall first assume the cost of accommodating the other party's facilities in the joint use area that are affected by the proposed alteration or improvement of its facilities. Neither party shall perform any alteration or improvement of its facilities within such joint use area until such party shall have submitted to the other party plans therefor and shall obtain the other party's approval therefor, which approval shall not be unreasonably withheld.

11. No facilities other than those of United States shall be permitted in the area of joint use other than by permit issued by State.
12. Each party shall at all times exercise its respective rights within the area of joint use so as not to unreasonably interfere with the rights of the other party.

13. The provisions of this contract shall inure to the benefit of and be binding upon the successors, assigns or transferees of the United States, provided however, if any successor, assign or transferee is a nonfederal agency, then in that event should future use of State highway rights of way by State at any time or times necessitate reconstruction, relocation, modification or alteration of successors, assigns or transferees' facilities then existing in the area of common use or joint use, then such successors, assigns or transferees of the United States shall perform such reconstruction, relocation, modification or alteration of their facilities at no expense to the State.

The provisions of this contract shall inure to the benefit of and be binding upon the successors, assigns or transferees of the State of California.

THE UNITED STATES OF AMERICA

By ______________________

THE STATE OF CALIFORNIA

By ______________________
JOINT USE AGREEMENT - BUREAU OF RECLAMATION (BUREAU-OWNED LAND)

Subject to provisions of the contract between the United States and the State of California, dated October 9, 1963 and entitled "Contract Covering Transverse Crossings of Parties' Respective Facilities" and the conditions set forth below, the United States of America hereby grants, without warranty of title, or consents to the right of joint use to The State of California, in a common area described as follows:

For a transverse crossing of _________________________ of grante and

_________________________ of grantor located at _______________________.

ADA Notice  For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

RW 13-12 (REV 3/2010)
Page 1 of 2
GENERAL PROVISIONS

1. State shall assume the cost of accommodating United States' facilities existing or presently planned to be constructed within a five-year period from date of execution of this Joint Use Agreement, which accommodation is necessary by reason of the construction, operation or maintenance of facilities of State's highway facilities in the joint use area.

2. Should United States desire any betterment of its existing facilities, United States shall defray any additional cost of such betterment. For the purpose of this agreement, "betterment" is defined as an increase in the capacity or utility of United States' facilities.

3. State shall submit to United States its plans for such crossing and method of installation thereof, and obtain United States' prior approval therefor, which approval shall not be unreasonably withheld.

4. State shall maintain, repair and replace its facilities located in the area of joint use at its sole expense.

5. State in exercising any of its rights in the joint use area shall make adequate provisions for the protection of the traveling public and provide such barricades and safety devices as are required on States' highway construction projects.

6. All work by State shall be planned and carried out so that there will be no interference with the flow of water conveyed by irrigation facilities of United States.

7. All work by State shall conform to recognized standards of construction and shall be subject to inspection and approval by United States.

8. Except in emergencies, State shall give reasonable notice to United States before performing any work in the joint use area where such work will be performed in or on any facility of United States.

9. After State's compliance with Paragraph 1 hereinafore, each party may thereafter alter or improve its facilities within the joint use area, provided, however, that the moving party shall first assume the cost of accommodating the other party's facilities in the joint use area that are affected by the proposed alteration or improvement of its facilities. Provided further, that neither party shall perform any alteration or improvement of its facilities within such joint use area until such party shall have submitted to the other party plans therefor and shall obtain the other party's approval therefor, which approval shall not be unreasonably withheld.

10. No facilities other than those of State shall be permitted in the area of joint use other than by permit issued by United States.

11. Should State desire to transfer control, operation, possession or maintenance of any of its facilities within the joint use area, such transfer shall be subject to the approval of United States which approval will not be unreasonably withheld.

12. Each party shall at all times exercise its respective rights within the area of joint use so as not to unreasonably interfere with the rights of the other party.

THE UNITED STATES OF AMERICA

By ____________________________

THE STATE OF CALIFORNIA

By ____________________________
CERTIFICATE OF COMMON USE
DEPARTMENT OF WATER RESOURCES CERTIFICATE OF COMMON USE
(WATER RESOURCES-OWNED LAND)

THIS AGREEMENT, entered into this ______ day of _____________, 20 _____, by and between the DEPARTMENT OF WATER RESOURCES, hereinafter called "Water Resources," and the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF TRANSPORTATION, hereinafter called "Highways."

WITNESSETH:

WHEREAS, Water Resources is the owners in possession of certain real property, hereinafter referred to as "Water Resources' right of way," and described as follows:
WHEREAS, Highways has acquired certain lands for highway purposes in the vicinity of ______________________
____________________________, County of ______________________________, on State Road ______________________, hereinafter referred to as "Highway," which said lands traverse a portion of Water Resources' right of way, hereinafter referred to as "area of common use," and described as follows:
NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, Water Resources and Highways do hereby mutually agree as follows:

1. Water Resources hereby consents to the construction, reconstruction, maintenance or use of by Highways of a highway over, along and upon Water Resources' right of way in the area of common use.

2. Water Resources shall comply with the access control and surface use restrictions as promulgated by the State Highway Engineer.

3. Highways acknowledges Water Resources' title in Water Resources' right of way in said area of common use and the priority of Water Resources' title over the title of Highways therein.

4. In the event that the future use of Water Resources' facilities shall at any time or times necessitate rearrangement, relocation, or reconstruction of any of Highways' facilities then existing in said area of common use, Water Resources shall notify Highways in writing of such necessity and Highways agrees to promptly proceed to effect such rearrangement, relocation or reconstruction of its facilities within the area of common use at no cost to Water Resources.

5. Highways shall pay the cost of any construction, rearrangement, modification, alteration or relocation of Water Resources' facilities in the area of common use when such construction, rearrangement, modification, alteration or relocation is attributable to Highways' facilities being located within Water Resources' right of way. Highways shall pay the entire cost of replacement of any siphon, flume or other structures constructed by Water Resources when such construction was attributable to Highways' facilities being within Water Resources' right of way. Water Resources shall pay the cost of minor repair and maintenance of such siphon, flume or other structure.

6. Highways shall submit to Water Resources for construction, reconstruction, modification or alteration, by Highways, of its facilities in the area of common use, which approval shall not be unreasonably withheld.

7. Highways shall maintain, repair and replace its facilities located in the area of common use at its sole expense.

8. Highways, when working within Water Resources' right of way shall comply with the following provisions:

   (a) Except in emergencies, Highways shall give reasonable notice to Water Resources before performing any work in the area of common use, where such work will be performed in or on any facilities of Water Resources. In all cases, Highways shall make adequate provision for the protection of such facilities as is required by Water Resources.

   (b) All work shall be planned and carried out so that there will be minimum inconvenience to the users of the water conveyed by such facilities of Water Resources.

   (c) All work shall conform to recognized standards of construction and shall be subject to inspection by Water Resources.

CERTIFICATE OF COMMON USE - WATER RESOURCES-OWNED LAND (Cont.)
RW 13-13 (REV 3/2010)
Page 5 of 6
9. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any portion of Water Resources' title to its right of way. Both Water Resources and Highways shall use said area of common use in such a manner as not to unreasonably interfere with the rights of the other.

10. No rights of Highways pursuant to or under this Agreement shall or can be assigned or otherwise transferred except upon the express written consent of Water Resources, and the assumption in writing by the proposed assignee or transferee of the obligations of Highways contained herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their respective officers thereunto duly authorized.

RECOMMENDED FOR APPROVAL:

By: ______________________________
Name: ____________________________
Title: _____________________________

DEPARTMENT OF WATER RESOURCES

By: ______________________________
Name: ____________________________
Title: _____________________________

By: ______________________________
Name: ____________________________
Title: _____________________________

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Director of Transportation

By: ______________________________
Attorney in Fact

CERTIFICATE OF COMMON USE - WATER RESOURCES-OWNED LAND (Cont.)
THIS AGREEMENT, entered into this ______ day of _______________, 20_____, by and between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF TRANSPORTATION, hereinafter called "Highways," and the DEPARTMENT OF WATER RESOURCES, hereinafter called "Water Resources."

WITNESSETH:

WHEREAS, Highways is the owners in possession of certain real property, hereinafter referred to as "Highways' right of way," and described as follows:
and

WHEREAS, Water Resources has acquired certain lands for its water projects in the vicinity of ________________, County of ________________, hereinafter referred to as "water facility," which said water facility will traverse a portion of Highways' right of way, hereinafter referred to as "area of common use," and described as follows:
NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, Highways and Water Resources do hereby mutually agree as follows:

1. Highways hereby consents to the construction, reconstruction, maintenance or use, by Water Resources, of its facilities across Highways' right of way in the area of common use.

2. Water Resources shall comply with the access control and surface use restrictions as promulgated by the State Highway Engineer.

3. Water Resources acknowledges Highways' title in Highways' right of way in said area of common use and the priority of Highways' title over the title of Water Resources therein.

4. In the event that the future use of highway shall at any time or times necessitate rearrangement, relocation, or reconstruction of any of Water Resources' facilities then existing in said area of common use, Highways shall notify Water Resources in writing of such necessity and Water Resources agrees to promptly proceed to effect such rearrangement, relocation or reconstruction of its facilities within the area of common use at no cost to Highways.

5. Water Resources shall pay the cost of any construction, rearrangement, modification, alteration or relocation of Highways' facilities in the area of common use when such construction, rearrangement, modification, alteration or relocation is attributable to Water Resources' facilities being located within Highways' right of way. Water Resources shall pay the entire cost of replacement of any bridge or other structure constructed by Highways when such construction was attributable to Water Resources' facilities being within Highways' right of way. Highways shall pay the cost of minor repair and maintenance of such bridge or other structure.

6. Water Resources shall submit to Highways for approval, construction, all plans and specifications of any proposed construction, reconstruction, modification or alteration, by Water Resources of its facilities in the area of common use, which approval shall not be unreasonably withheld.

7. Water Resources shall maintain, repair and replace its facilities located in the area of common use at its sole expense.

8. Water Resources, when working within Highways' right of way shall comply with the following provisions:

   (a) Except in emergencies, Water Resources shall give reasonable notice to Highways before performing any work in the area of common use, where such work will be performed in or on the traveled way or improved shoulders of the highway, or will obstruct traffic.

   (b) In all cases, Water Resources shall make adequate provision for the protection of the traveling public and provide such barricades and safety devices as are required on State highway construction projects.

   (c) All work shall be planned and carried out so that there will be minimum inconvenience to the traveling public.

   (d) All work shall conform to recognized standards of construction and shall be subject to inspection by Highways.
9. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any portion of Highways’ title to its right of way. Both Water Resources and Highways shall use said area of common use in such a manner as not to unreasonably interfere with the rights of the other.

10. No rights of Water Resources pursuant to or under this Agreement shall or can be assigned or otherwise transferred except upon the express written consent of Highways, and the assumption in writing by the proposed assignee or transferee of the obligations of Water Resources contained herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their respective officers thereunto duly authorized.

RECOMMENDED FOR APPROVAL:

By: ____________________________
Name: __________________________
Title: ___________________________

DEPARTMENT OF WATER RESOURCES

By: ____________________________
Name: __________________________
Title: ___________________________

By: ____________________________
Name: __________________________
Title: ___________________________

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Director of Transportation

By: ____________________________
Attorney in Fact
YES NO

☐ ☐ Is the Report of Investigation complete and accurate, including a narrative discussion of the conflicts, owner’s rights, and relocation plan?

☐ ☐ Does the Owners Claim letter include copies of owner’s prior rights documentation?

☐ ☐ Is the estimate complete and fully detailed, including breakdown of labor, equipment, engineering, overhead, material, right of way, etc., in compliance with Section 13.05.01.01 and Exhibit 13-21?

☐ ☐ Has credit been given for depreciation, salvage, and all betterment not necessitated by the requirements of the project?

☐ ☐ Has the estimate been reviewed in accordance with current review and pre award audit policies?

☐ ☐ Has the project engineer certified that the planned relocation will clear the right of way?

☐ ☐ Does the Utility Agreement contain all needed clauses and are they unmodified standard clauses?

Does the Notice include:

☐ ☐ A detailed schedule for accomplishing the work?

☐ ☐ Precise reference to the plan which delineates the work to be done?

Do the plans:

☐ ☐ Meet all of the requirements of Section 13.05.01.02?

☐ ☐ Accurately show the existing, temporary, and new facility?

☐ ☐ Have an accurate plot of all public and private rights of way, easements, prescriptive claim lines, etc.?

☐ ☐ The file was fully documented prior to approval.

☐ ☐ The Liability approved is based on confirmed prior rights and conforms to Department policy.

Will Federal reimbursement be sought for this relocation?

☐ YES: ☐ Has the FHWA GUIDE FOR REVIEW OF UTILITY AGREEMENTS (RW 13-17) been completed?

☐ ☐ Does the approved relocation fully comply with the provisions of 23 CFR 645?

☐ ☐ The FHWA Specific Authorization has been completed.

☐ ☐ If the relocation will be performed by the State’s contractor, the contractor’s clause and the amount of phase 4 funding are included in the FHWA Specific Authorization.

☐ NO

NAME

TITLE

DATE

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