

MANUAL CHANGE TRANSMITTAL

RW 0001 (REV 10/2007)

R/W MANUAL CHANGE

RWMC- 241

PROCEDURAL HANDBOOK
(1984 Edition)

RWPH-__-__-__
TRANSMITTAL#__

TITLE:

UTILITY RELOCATIONS

APPROVED BY:



BENJAMIN D. MARTIN, Ed.D.

DATE ISSUED:

SEP 10 2014

Page 1 of 2

SUBJECT AREA:

CHAPTER 13 – UTILITY RELOCATIONS

ISSUING UNIT:

OFFICE OF RAILROADS AND UTILITY RELOCATIONS

SUMMARY OF CHANGES: Revises and/or updates Forms RW 13-1, RW 13-2, RW 13-5, RW 13-8, RW 13-9, RW 13-10, RW 13-11, RW 13-12, RW 13-13, and RW 13-14.

PURPOSE

This manual change revises and/or updates Forms RW 13-1, RW 13-2, RW 13-5, RW 13-8, RW 13-9, RW 13-10, RW 13-11, RW 13-12, RW 13-13, and RW 13-14. It also transmits these ten forms from the Caltrans Electronic Forms System (CEFS) to Chapter 13, Utility Relocations, in the Right of Way Manual.

PROCEDURES

Forms	
RW 13-1	Adds notary page at end of document
RW 13-2	Adds notary page at end of document
RW 13-5	Adds Buy America language
RW 13-8	Adds notary page at end of document
RW 13-9	Adds notary page at end of document
RW 13-10	Adds notary page at end of document
RW 13-11	Adds notary page at end of document
RW 13-12	Adds notary page at end of document
RW 13-13	Adds notary page at end of document
RW 13-14	Adds notary page at end of document

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- Remove the superseded pages and insert the attached pages in the Manual.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

<u>Chapter</u>	<u>Remove Old Pages</u>	<u>Insert New/Revised Pages</u>
	Remove the following in its entirety:	Replace with the following in its entirety:
13 - Forms	RW 13-1 (REV 3/2010) RW 13-2 (REV 3/2010) RW 13-5 (REV 6/2012) RW 13-8 (REV 3/2010) RW 13-9 (REV 3/2010) RW 13-10 (REV 3/2010) RW 13-11 (REV 3/2010) RW 13-12 (REV 3/2010) RW 13-13 (REV 3/2010) RW 13-14 (REV 3/2010)	RW 13-1 (REV 7/2014) RW 13-2 (REV 8/2014) RW 13-5 (REV 9/2014) RW 13-8 (REV 8/2014) RW 13-9 (REV 8/2014) RW 13-10 (REV 8/2014) RW 13-11 (REV 8/2014) RW 13-12 (REV 8/2014) RW 13-13 (REV 8/2014) RW 13-14 (REV 8/2014)

JOINT USE AGREEMENT

DISTRICT	COUNTY	ROUTE	POST MILE	JUA NO.
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THIS AGREEMENT, entered into this _____ day of _____, 20 _____, by and between

hereinafter called "Owner," and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "State."

WITNESSETH

WHEREAS, Owner is in possession of certain rights of way and easements, hereinafter referred to as "Owner'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," which said highway right of way is subject to Owner's easement; and

WHEREAS, Owner'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, Owner and State hereby mutually agree as follows:

1. The location of Owner's easement so far as it now lies within 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. Owner will rearrange, relocate or reconstruct within said new location any of its facilities now installed pursuant to Owner's easement within said highway right of way and Owner does hereby surrender and quitclaim to the State all of Owner's right, title and interest under and by virtue of Owner's easement in the old location within said highway right of way and not included in said new location. Owner hereby consents to the construction, reconstruction, maintenance or use by State of a highway over, along and upon Owner'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 Owner's title to Owner's easement in said new location and priority of Owner's title over the title of State therein. Owner has and reserves the right and easement to use, in common with the public's use of said highway, said new location for all of the purposes for which Owner's easement was acquired, without need for any further permit or permission from State. Except in emergencies, Owner shall give reasonable notice to State before performing any work on Owner'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, Owner 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 Owner's facilities then existing in said new location the State shall notify Owner in writing of such necessity and agree to reimburse Owner on demand for its costs incurred in complying with such notice. Owner will provide State with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by State, Owner will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Owner 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 such subsequent relocation of Owner's facilities within said highway right of way, (2) provide executed document(s) granting to Owner good and sufficient easement outside of the highway right of way if necessary to replace Owner's easement or any part thereof, and (3) reimburse Owner for any costs which it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Owner shall acquire such easement.
6. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Owner's easement. Both State and Owner 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 Owner 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 Owner in such a manner as to cause an unreasonable interference with the use of said new location by the other party.
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:

Name:
Title:

If Required:

Name:
Title:

OWNER

By _____
Name:
Title:

By _____
Name:
Title:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By _____
Attorney in Fact

ACKNOWLEDGEMENT

State of California

County of _____

On _____ before me, _____
personally appeared _____
(here insert name and title of the officer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

CONSENT TO COMMON USE AGREEMENT

DISTRICT	COUNTY	ROUTE	POST MILE	DOCUMENT NO.
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THIS AGREEMENT, entered into this _____ day of _____ 20 _____ by and between

hereinafter called "Owner," and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "State."

WITNESSETH

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

and

WHEREAS, State has acquired certain lands for highway purposes in the vicinity of

County of _____ on the State Road _____ hereinafter referred to as "highway right of way," which said highway right of way is subject to Owner's easement; and

WHEREAS, the highway right of way occupies a portion of Owner'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, Owner and State hereby mutually agree as follows:

1. Owner hereby consents to the construction, reconstruction, maintenance or use by State of a highway over, along and upon Owner's easement in the area of common use upon and subject to the terms and conditions herein contained.
2. State acknowledges Owner's title to Owner's easement in said area of common use and the priority of Owner's title over the title of State therein. Owner 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 Owner's easement was acquired, without need for any further permit or permission from State. Except in emergencies, Owner shall give reasonable notice to State before performing any work on Owner'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, Owner 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 Owner's facilities then existing in said area of common use the State shall notify Owner in writing of such necessity and agree to reimburse Owner on demand for its costs incurred in complying with such notice. Owner will provide State with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by State, Owner will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Owner 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 Owner'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 Owner's easement within the highway right of way, (2) provide executed document(s) granting to Owner good and sufficient easement outside of the highway right of way if necessary to replace Owner's easement or any part thereof, and (3) reimburse Owner for any costs it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Owner shall acquire such easement.
5. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Owner's easement. Both State and Owner 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 Owner 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 Owner in such a manner as to cause an unreasonable interference with the use of said new location by the other party.
6. 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:

If Required:

By _____
Name:
Title:

OWNER

By _____
Name:
Title:

By _____
Name:
Title:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By _____
Attorney in Fact

ACKNOWLEDGEMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

UTILITY AGREEMENT

RW 13-5 (REV 9/2014)

DISTRICT	COUNTY	ROUTE	POST MILE	PROJECT ID
FEDERAL AID NUMBER		OWNER'S FILE NUMBER		
FEDERAL PARTICIPATION/FEDERALLY ELIGIBLE/NEPA DOCUMENT				
On the Project <input type="checkbox"/> YES <input type="checkbox"/> NO		On the Utilities <input type="checkbox"/> YES <input type="checkbox"/> NO		

Owner Payee Data No. _____ or Form STD 204 is attached.

UTILITY AGREEMENT NO. _____ **DATE** _____

The State of California, acting by and through the Department of Transportation, hereinafter called "STATE," proposes to

and

NAME: _____

ADDRESS: _____

hereinafter called "OWNER," owns and maintains

within the limits of STATE's project which requires

to accommodate STATE's project.
It is hereby mutually agreed that:

I. WORK TO BE DONE

II. LIABILITY FOR WORK

III. PERFORMANCE OF WORK

UTILITY AGREEMENT

RW 13-5 (REV 9/2014)

UTILITY AGREEMENT NO.

Use of out-of-state personnel, (or personnel requiring lodging and meal per diem expenses) will not be allowed without prior written authorization by state's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA 1301 is to be completed and submitted for all non-State personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by STATE of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section I above. If the STATE has not received a final bill within 360 days after notification of completion of Owner's work described in Section I of this Agreement, and STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements, if required for OWNER's facilities, STATE will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the STATE processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the STATE shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by STATE. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of STATE.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and or Federal auditors. OWNER agrees to comply with Contract Cost Principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Part 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse STATE upon receipt of STATE billing.

V. GENERAL CONDITIONS

UTILITY AGREEMENT

RW 13-5 (REV 9/2014)

UTILITY AGREEMENT NO. _____

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

STATE:

OWNER:

By _____
Name _____ Date _____
Title _____

By _____
Name _____ Date _____
Title _____

APPROVAL RECOMMENDED:

By _____
Name _____ Date _____
Title _____

By _____
Name _____ Date _____
Title _____

THIS AGREEMENT SHALL NOT BE EXECUTED BY THE STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.

UTILITY AGREEMENT

RW 13-5 (REV 9/2014)

UTILITY AGREEMENT NO.

CT DOCUMENT	EVENT TYPE	DEPT	UNIT	PROJECT ID	PHASE	REPORTING	OBJ CODE	(N)	BFY	AMOUNT
	C401	2660				9				
	C401	2660				9				
	C401	2660				9				

PROJECT ID FUNDING VERIFIED:	
Sign:	
Print:	Date
R/W Planning and Management	Date

REVIEW / REQUEST FUNDING:	
Sign:	
Print:	Date
Utility Coordinator	Date

THE ESTIMATED COST TO THE STATE FOR ITS SHARE OF THE ABOVE-DESCRIBED WORK IS _____

CERTIFICATION OF FUNDS				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
R/W Planning and Management				Date
ITEM	CHAP	STAT	FY	AMOUNT

FUND TYPE	PROJECT ID	AMOUNT
Design Funds		\$
Construction Funds		\$
R/W Funds		\$

Distribution: 2 originals to R/W Accounting
 1 original to Utility Owner
 1 original to Utility File

UTILITY AGREEMENT (Instructions)

RW 13-5 (REV 9/2014)

**INSTRUCTIONS FOR PREPARING THE
UTILITY AGREEMENT**

THE UTILITY AGREEMENT NO. _____:

1. The UTILITY AGREEMENT NO. _____ is the same number assigned to the corresponding Notice to Owner, except the State Controller requires that the Utility Agreement number be preceded by the two-digit District number, a dash, the prefix "UT," and another dash, e.g.,

UTILITY AGREEMENT NO. 01-UT-12345

The number assigned must never be duplicated on another Utility Agreement.

2. THE DATE:

The DATE is hand written in by the utility coordinator after the Agreement is executed. This date is the same date as the last signature of the person who has the authority to bind the agreement.

3. THE REFERENCE BLOCK:

- A. The "District" for which the project is being built;
- B. The "County" in which the project is being built;
- C. The "Route" on which the project is being built;
- D. The "Post Mile" will be the post mile limits of the project;
- E. The "Project ID" of the project;
- F. The "Federal Aid Number," taken from the E-76, for the Right of Way Utilities portion of the project. If there is no Federal Aid, then N/A should be inserted;
- G. The "Owner's File" number should be shown (usually the owner's plan number);
- H. "Federal Participation" - Check "Yes" or "No";
- I. "Owner Payee Data Number" - Add existing number or add form STD. 204 and check the box.

4. THE OPENING PARAGRAPH:

- A. Describes briefly the work to be done and the proposed project's limits;
- B. Identifies the owner. This area requires both the name and the address of owner;
- C. Identifies which of the owner's facilities are affected by the Utility Agreement; and
- D. Indicates what must be done to the owner's facilities to accommodate the State's project.

5. STANDARD CLAUSES:

See Section 13.07.00.00 of the Right of Way Manual.

Several standard clauses are made mandatory in sections III and IV.

6. THE ESTIMATED COST:

The estimated cost to the State for its share of the work (on the back page) is normally taken from the owner's estimate as supplied by them.

Occasionally, the State performs work for the owner, even though the owner is liable for the costs. The estimated cost to the State can be reworded to the estimated cost to the Owner when necessary.

There are basically only three Project IDs that can be charged to on Utility Agreements. They are:

UTILITY AGREEMENT (Instructions)

RW 13-5 (REV 9/2014)

7. FUND TYPE BLOCK:

A. Design Funds Project ID _____ \$ _____:

The design funds Project ID (Phase 1) is used primarily for design purposes. Phase 1 funds are paid for by Project Development.

B. Construction Funds Project ID _____ \$ _____:

The construction funds Project ID (Phase 4 or 5) is used primarily for work being performed by the State's highway contractor and paid by Construction.

C. R/W Funds Project ID _____ \$ _____:

The Right of Way capital funds Project ID (Phase 9) is used primarily for positive location (potholing), relocation, removal, abandonment, etc., of the owner's facilities for work performed by them or their contractor. Environmental clearance and project report approval shall be obtained prior to encumbering any Phase 9 funds.

8. THE SIGNATURE BLOCK:

The signature block is to be filled out and signed by the appropriate authorized and/or delegated persons. It is the District Utility Coordinator's responsibility to know what duties have been delegated.

9. THE CERTIFICATION OF FUNDS BLOCK:

Planning & Management fills out the certification of funds block, certifying that funds are available for expenditure.

10. NONSTANDARD CLAUSES:

In the preparation of Utility Agreements, it may be necessary to prepare clauses other than the standard clauses listed. Prior approval from the HQ R/W shall be obtained any time a nonstandard clause is used.

JOINT USE AGREEMENT - SOUTHERN CALIFORNIA EDISON COMPANY

DISTRICT	COUNTY	ROUTE	POST MILE	DOCUMENT NO.
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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:

**SOUTHERN CALIFORNIA
EDISON COMPANY**

By: _____

Name:
Title:

By: _____

Name:
Title:

By: _____

Name:
Title:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By: _____

Attorney in Fact

ACKNOWLEDGEMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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:

**SOUTHERN CALIFORNIA
EDISON COMPANY**

By _____

By _____

Name: _____

Title: _____

By _____

Name: _____

Title: _____

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By _____

Attorney in Fact

ACKNOWLEDGEMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)
personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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) _____
(by) _____ 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) grantee and (facilities of other party) of grantor located at approximate:

Dated: _____

Grantor: _____
(Acknowledgment optional with grantee)

ACKNOWLEDGEMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

JOINT USE AGREEMENT - CENTRAL VALLEY PROJECT

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 therefor, 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 hereinabove, 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 _____

ACKNOWLEDGEMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____

_____ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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 grantee and

_____ of grantor located at _____

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 hereinabove, 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

THE STATE OF CALIFORNIA

By _____

By _____

ACKNOWLEDGEMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**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:

and

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.
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.

CERTIFICATE OF COMMON USE - WATER RESOURCES - OWNED LAND (Cont.)

RW 13-13 (REV 8/2014)

Page 3 of 5

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:

DEPARTMENT OF WATER RESOURCES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By: _____

Attorney in Fact

ACKNOWLEDGEMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)
personally appeared _____

_____ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**CERTIFICATE OF COMMON USE
DEPARTMENT OF WATER RESOURCES CERTIFICATE OF COMMON USE
(STATE-OWNED LAND)**

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.

CERTIFICATE OF COMMON USE - STATE-OWNED LAND (Cont.)

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

ACKNOWLEDGEMENT

State of California

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____

_____ 1
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)