

R/W MANUAL CHANGE

RWMC- 206

PROCEDURAL HANDBOOK  
 (1984 Edition)

RWPH-\_\_\_\_-\_\_\_\_  
 TRANSMITTAL#\_\_\_\_

TITLE: UTILITY RELOCATIONS	APPROVED BY:  SUZETTE SHELLOOE	DATE ISSUED: <b>SEP - 9 2010</b> Page 1 of 2
SUBJECT AREA: CHAPTER 13 – UTILITY RELOCATIONS	ISSUING UNIT: OFFICE OF UTILITIES AND ORGANIZATIONAL DEVELOPMENT	
SUMMARY OF CHANGES: Transmits Forms RW 13-1, RW 13-2, RW 13-4, RW 13-4R, RW 13-8, RW 13-9, RW 13-13, RW 13-14, and RW 13-15 from the Department’s Caltrans Electronic Forms System (CEFS) to Chapter 13 in the Right of Way Manual.		

**PURPOSE**

Additional formatting changes were made in July and August 2010 to Forms RW 13-1, RW 13-2, RW 13-4, RW 13-4R, RW 13-8, RW 13-9, RW 13-13, RW 13-14, and RW 13-15. The field capacities in these forms were expanded. The content in eight forms was not changed. The one form changed was RW 13-15. Where applicable, general typographical errors were corrected. This manual change transmits the above-mentioned nine forms from the Department’s Caltrans Electronic Forms System (CEFS) to Chapter 13 in the Right of Way Manual.

**PROCEDURES**

Form No.	Title	Change(s)
RW 13-1	Joint Use Agreement	At Page 5 of 5, removed line above “Director of Transportation.”
RW 13-2	Consent to Common Use Agreement	At Page 5 of 5, removed line above “Director of Transportation.”
RW 13-4	Notice to Owner	Added “Page 1 of 1” on form. Moved “INSTRUCTIONS” above form number on both pages 1 and 2.
RW 13-4R	Revised Notice to Owner	Added “Page 1 of 1” on form.
RW 13-8	Joint Use Agreement-Southern California Edison Company	At Page 5 of 5, removed lines after “Name:” and “Title:”.
RW 13-9	Consent to Common Use Agreement-Southern California Edison Company	At Page 5 of 5, removed lines after “Name:” and “Title:”.
RW 13-13	Certificate of Common Use Department of Water Resources Certificate of Common Use (Water Resources-Owned Land)	At Page 6 of 6, removed lines after “Name:” and “Title:”.

Form No.	Title	Change(s)
RW 13-14	Certificate of Common Use Department of Water Resources Certificate of Common Use (State-Owned Land)	At Page 6 of 6, removed lines after "Name:" and "Title:".
RW 13-15	FHWA Specific Authorization	The routing carbon copy notation was changed. At the signature block, changed "Senior Right of Way Agent" to "Name:" and "Division of Right of Way" to "Title:".

**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- Remove the superseded pages and insert the attached pages in the Manual.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 13-4 (REV 1/2009) RW 13-4R (REV 01/2009) RW 13-8 (REV 3/2010) RW 13-9 (REV 3/2010) RW 13-13 (REV 3/2010) RW 13-14 (REV 3/2010) RW 13-15 (REV 1/2009)	RW 13-1 (REV 3/2010) RW 13-2 (REV 3/2010) RW 13-4 (REV 1/2009) RW 13-4R (REV 01/2009) RW 13-8 (REV 3/2010) RW 13-9 (REV 3/2010) RW 13-13 (REV 3/2010) RW 13-14 (REV 3/2010) RW 13-15 (REV. 9/2010)

**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

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, 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:

OWNER

\_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

If Required:

By \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By \_\_\_\_\_  
Attorney in Fact

**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.

**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 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:

OWNER

\_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

If Required:  
  
\_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By \_\_\_\_\_  
Attorney in Fact

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**NOTICE TO OWNER**

RW 13-4 (REV 1/2009)

**NOTICE TO OWNER**

Number \_\_\_\_\_

To:

District	County	Route	Post Mile	E.A.
FEDERAL AID NUMBER _____				
OWNER'S FILE NUMBER _____				
DATE _____		FREEWAY <input type="checkbox"/> YES <input type="checkbox"/> NO		

Because of the State Highway construction project:

Which affects your facilities:

You are hereby ordered to:

Your work schedule shall be as follows:

Notify \_\_\_\_\_ at telephone number \_\_\_\_\_, \_\_\_\_\_ hours prior to initial start of work, and \_\_\_\_\_ hours prior to subsequent restart when your work schedule is interrupted.

Liability for the cost of the work is:

DISTRICT DIRECTOR

DISTRICT DIVISION CHIEF

By \_\_\_\_\_  
DISTRICT UTILITY COORDINATOR

CC: Resident Engineer  
Permits  
R/W

**THIS NOTICE DOES NOT CONSTITUTE A PERMIT. OBTAIN AN ENCROACHMENT PERMIT BEFORE STARTING WORK.**

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## INSTRUCTIONS FOR PREPARING

### NOTICE TO OWNER AND REVISED NOTICE TO OWNER

1. THE NOTICE TO OWNER NUMBER:

The "Number \_\_\_\_\_" is to be assigned by the District Utility Coordinator. The number assigned must never be duplicated on another Notice to Owner. The number assigned to Notices are for the same purpose as for acquisition parcel numbers, that is to identify the specific transaction.

2. 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" limits of the project;
- E. The "E.A." (expenditure authorization) of the project (use design phase E.A. 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 (use owner's plan number) if available.
- H. The "Date" is the date the Notice to Owner is to be sent to the owner.
- I. Check the box which indicates if the project is for the construction of a Freeway as identified in S&HC Section 253.

3. MAILING ADDRESS:

The "To" is the utility owner, i.e., Pacific Gas and Electric Company, AT&T, City of, County of, etc. The Notice **should not** be addressed to an individual.

4. PROJECT DESCRIPTION:

Insert project description following the statement "Because of the State Highway construction project:". The project description can be found in the "Status Of Projects." The project description can also be found on the Department's automated systems, PMCS, and PYPSCAN. Since the project description frequently contains Departmental "shorthand" and acronyms, editing will be needed to make the description clear to the general public.

5. UTILITY FACILITIES DESCRIPTION:

Describe the facilities being impacted following the statement "Which affects your facilities." The description should briefly describe the owner's facilities, i.e., gas, electric, telephone, water, etc., facility. The description should also include the type and size of the facility. It is always best to have a statement which is all inclusive, i.e., "existing water facilities within the limits of the State's proposed construction project."

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6. ORDERED WORK DESCRIPTION:

Describe ordered work to be done following the statement "You are hereby ordered to." The description should briefly describe the work necessary to eliminate construction conflicts with the project that the owner is ordered by the State to be done. The described work must be definite as in referring to the date of a specific plan that was accepted by the Project Engineer to eliminate identified conflicts with planned construction. General phraseology such as "to eliminate all conflicts with planned construction" is not acceptable as it does not identify the specific work to be done for which the State may be obligated to reimburse the owner.

7. WORK SCHEDULE:

Describe the work schedule to be followed by the Owner following the statement "Your work schedule shall be as follows:". The description must give specific dates as to when the owner's work must be completed. When the work is to be accomplished in coordination with the State's highway construction, the schedule must set forth the coordination schedule, as provided for in the "Specials" of the State's PS&E. Separate schedules are to be given to each owner which prescribes the agreed-to coordinated sequence for multiple owner facilities being relocated to joint pole or joint trench situations. When necessary, the work schedule may be shown as an attachment to the Notice to Owner.

8. NOTIFICATION:

The Notice to Owner shall specify the name of an individual and telephone number to be notified when the owner plans to start work. The person can be the Utility Coordinator, or any person designated by the Utility Coordinator. Normally, the State requires 72 hours notification from the owner prior to initial start of work, and 24 hours notification for subsequent starts when their work has been interrupted.

9. LIABILITY DESCRIPTION:

The liability description is a completion of the sentence "Liability for the cost of the work is:". The description shall specifically set forth whether the State or the owner will bear the cost of the work and the reason therefore. Typical statements to be used are found in Section 13.07.03.02, Liability For Work.

Under limited circumstances where it is imperative that the relocation work be commenced before a specific liability determination can be made, the Notice to Owner may be issued with the statement "liability undetermined" or "liability per Master Contract dated \_\_\_\_\_" provided the criteria noted in Section 13.04.08.00, et seq., can be met. Prior approval for this is required from the Owner and Headquarters R/W.

10. SIGNATURE BLOCK:

The signature block is to be filled out and signed by the appropriately authorized person.

THE REVISED NOTICE TO OWNER will additionally require the REVISION number, the DATE of the revision and must be acknowledged by the Owner on the signature line provided.

**REVISED NOTICE TO OWNER**

RW 13-4R (REV 01/2009)

**NOTICE TO OWNER**

Number \_\_\_\_\_

District	County	Route	Post Mile	E.A.
FEDERAL AID NUMBER				
OWNER'S FILE				
DATE		FREEWAY <input type="checkbox"/> YES <input type="checkbox"/> NO		

REVISION DATED \_\_\_\_\_ This revision is acknowledged and agreed to by the Owner referred to herein. By: \_\_\_\_\_

To:

Because of the State Highway construction project:

Which affects your facilities:

You are hereby ordered to:

Your work schedule shall be as follows:

Notify \_\_\_\_\_ at telephone number \_\_\_\_\_, \_\_\_\_\_ hours prior to initial start of work, and \_\_\_\_\_ hours prior to subsequent restart when your work schedule is interrupted.

Liability for the cost of the work is:

DISTRICT DIRECTOR

DISTRICT DIVISION CHIEF

By \_\_\_\_\_  
DISTRICT UTILITY COORDINATOR

CC: Resident Engineer  
Permits  
R/W

**THIS NOTICE DOES NOT CONSTITUTE A PERMIT. OBTAIN AN ENCROACHMENT PERMIT BEFORE STARTING WORK.**

**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

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**CONSENT TO COMMON 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'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: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By: \_\_\_\_\_

Attorney in Fact

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**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:

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

RW 13-13 (REV 3/2010)

Page 2 of 6

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:

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

RW 13-13 (REV 3/2010)

Page 3 of 6

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

RW 13-13 (REV 3/2010)

Page 4 of 6

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.

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

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:

**DEPARTMENT OF WATER RESOURCES**

By: \_\_\_\_\_  
 Name:  
 Title:

By: \_\_\_\_\_  
 Name:  
 Title:

By: \_\_\_\_\_  
 Name:  
 Title:

**STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By: \_\_\_\_\_  
 Attorney in Fact

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

Space above this line for Recorder's Use

**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:

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

RW 13-14 (REV 3/2010)

Page 2 of 6

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:

\_\_\_\_\_

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\_\_\_\_\_

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

RW 13-14 (REV 3/2010)

Page 3 of 6

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

RW 13-14 (REV 3/2010)

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.

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

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:

DEPARTMENT OF WATER RESOURCES

By: \_\_\_\_\_  
 Name:  
 Title:

By: \_\_\_\_\_  
 Name:  
 Title:

By: \_\_\_\_\_  
 Name:  
 Title:

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION

Director of Transportation

By: \_\_\_\_\_  
 Attorney in Fact

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

RW 13-14 (REV 3/2010)

# FHWA SPECIFIC AUTHORIZATION

RW 13-15 (REV. 9/2010)

State of California

Business, Transportation and Housing Agency

## Memorandum

TO: \_\_\_\_\_  
DISTRICT DIVISION CHIEF  
Right of Way

DATE: \_\_\_\_\_

FILE NO. \_\_\_\_\_

ATTENTION: \_\_\_\_\_  
Utility Coordinator

FROM: **DEPARTMENT OF TRANSPORTATION**

SUBJECT:  FHWA SPECIFIC AUTHORIZATION TO RELOCATE UTILITIES

FHWA APPROVAL OF UTILITY AGREEMENT

OWNER'S NAME: \_\_\_\_\_

PROJECT DESCRIPTION:

NOTICE NUMBER: \_\_\_\_\_

UA NUMBER: \_\_\_\_\_

E-76 ALT PROC APPROVED: \_\_\_\_\_

STATUS CERT DATE: \_\_\_\_\_

RELOCATION COST ESTIMATE: \$ \_\_\_\_\_

EA: \_\_\_\_\_

DESCRIPTION OF RELOCATION WORK:

REMARKS:

THE UTILITY RELOCATION WORK AUTHORIZED COMPLIES WITH THE PROCEDURES IN 23 CFR 645.

THE UTILITY AGREEMENT APPROVED COMPLIES WITH THE PROCEDURES IN 23 CFR 645.

EFFECTIVE DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

Title:

cc: Accounts Receivables  
HQ RW Utilities  
Budgets