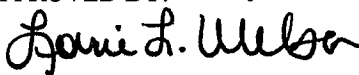


R/W MANUAL CHANGE

RWMC- 192

PROCEDURAL HANDBOOK
 (1984 Edition)

RWPH-____-____-____
 TRANSMITTAL#____

TITLE: UTILITY RELOCATIONS	APPROVED BY:  LORRIE L. WILSON	DATE ISSUED: MAY 12 2009 Page 1 of 2
SUBJECT AREA: CHAPTER 13 – UTILITY RELOCATIONS	ISSUING UNIT: OFFICE OF UTILITIES AND ORGANIZATIONAL DEVELOPMENT	

SUMMARY OF CHANGES: Transmits updated Forms RW 13-1, RW 13-2, RW 13-3, RW 13-4, RW 13-4R, RW 13-5, RW 13-6, RW-13-7, RW 13-8, RW 13-9, RW 13-10, RW 13-11, RW 13-12, RW 13-13, RW 13-14, RW 13-15, RW 13-16, RW 13-17, RW 13-18, and RW 13-19 from CEFS to the Right of Way Manual. Also updates the Forms Table of Contents.

PURPOSE/PROCEDURES

This manual change transmits 20 updated forms in Chapter 13, Utility Relocations, from the Caltrans Electronic Forms System (CEFS) to the Right of Way Manual. They are: Forms RW 13-1, RW 13-2, RW 13-3, RW 13-4, RW 13-4R, RW 13-5, RW 13-6, RW-13-7, RW 13-8, RW 13-9, RW 13-10, RW 13-11, RW 13-12, RW 13-13, RW 13-14, RW 13-15, RW 13-16, RW 13-17, RW 13-18, and RW 13-19. These forms can be accessed from the CEFS Intranet site:

- RW 13-1 Joint Use Agreement
- RW 13-2 Consent to Common Use Agreement
- RW 13-3 Report of Investigation
- RW 13-4 Notice to Owner
- RW 13-4R Revised Notice to Owner
- RW 13-5 Utility Agreement
- RW 13-6 Right of Way Utility Payment Request and Coding Instructions
- RW-13-7 Checklist for Final Utility Invoice
- RW 13-8 Joint Use Agreement-Southern California Edison Company
- RW 13-9 Consent to Common Use Agreement-Southern California Edison Company
- RW 13-10 Joint Use Agreement - Central Valley Project
- RW 13-11 Joint Use Agreement - Central Valley Project [State-Owned Land]
- RW 13-12 Joint Use Agreement - Bureau of Reclamation (Bureau-Owned Land)
- RW 13-13 Certificate of Common Use Department of Water Resources Certificate of Common Use (Water Resources-Owned Land)
- RW 13-14 Certificate of Common Use Department of Water Resources Certificate of Common Use (State-Owned Land)
- RW 13-15 FHWA Specific Authorization
- RW 13-16 Report of Investigation Approval Guide
- RW 13-17 FHWA Guide for Review of Utility Agreements
- RW 13-18 Prescriptive Rights Checklist
- RW 13-19 Water Code Checklist

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	Table of Contents (Rev 6/99) RW 13-1 (Rev. 9/96), (REV 9/1996) RW 13-2 (Rev. 9/96), (REV 9/1996) RW 13-3 (Rev. 9/96), (REV 6/1999) RW 13-4 (Rev. 9/96), (REV 9/1996) RW 13-4R (9/96), (9/1996) RW 13-5 (REV 4/2000) RW 13-6 (REV. 7/2001) RW 13-7 (4/93) RW 13-8 (Rev. 9/96), (REV 9/1996) RW 13-9 (Rev. 9/96), (REV 9/1996) RW 13-10 (4/93), (4/1993) RW 13-11 (4/93) RW 13-12 (4/93), (REV 9/1993) RW 13-13 (Rev. 9/96), (REV 9/1996) RW 13-14 (Rev. 9/96), (REV 9/1996) RW 13-15 (Rev. 9/96), (REV 9/1996) RW 13-16 (New 6/99), (NEW 6/1999) RW 13-17 (New 6/99), (NEW 6/1999) RW 13-18 (New 6/99), (NEW 6/1999) RW 13-19 (New 6/99), (NEW 6/1999)	Table of Contents (REV 1/2009) RW 13-1 (REV 1/2009) RW 13-2 (REV 1/2009) RW 13-3 (REV 1/2009) RW 13-4 (REV 1/2009) RW 13-4R (REV 01/2009) RW 13-5 (REV 1/2009) RW 13-6 (REV. 1/2009) RW-13-7 (REV. 1/2009) RW 13-8 (REV 1/2009) RW 13-9 (REV 1/2009) RW 13-10 (REV 1/2009) RW 13-11 (REV 1/2009) RW 13-12 (REV 1/2009) RW 13-13 (REV 1/2009) RW 13-14 (REV 1/2009) RW 13-15 (REV 1/2009) RW 13-16 (REV 1/2009) RW 13-17 (REV 1/2009) RW 13-18 (REV 1/2009) RW 13-19 (REV 1/2009)

CHAPTER 13

Utility Relocations Table of Contents

FORMS

<u>Form No.</u>	<u>Title</u>
RW 13-1	Joint Use Agreement
RW 13-2	Consent to Common Use Agreement
RW 13-3	Report of Investigation
RW 13-4	Notice to Owner
RW 13-4R	Revised Notice to Owner
RW 13-5	Utility Agreement
RW 13-6	Right of Way Utility Payment Request and Coding Instructions
RW-13-7	Checklist for Final Utility Invoice
RW 13-8	Joint Use Agreement-Southern California Edison Company
RW 13-9	Consent to Common Use Agreement-Southern California Edison Company
RW 13-10	Joint Use Agreement - Central Valley Project
RW 13-11	Joint Use Agreement - Central Valley Project [State-Owned Land]
RW 13-12	Joint Use Agreement - Bureau of Reclamation (Bureau-Owned Land)
RW 13-13	Certificate of Common Use Department of Water Resources Certificate of Common Use (Water Resources-Owned Land)
RW 13-14	Certificate of Common Use Department of Water Resources Certificate of Common Use (State-Owned Land)
RW 13-15	FHWA Specific Authorization
RW 13-16	Report of Investigation Approval Guide
RW 13-17	FHWA Guide for Review of Utility Agreements
RW 13-18	Prescriptive Rights Checklist
RW 13-19	Water Code Checklist

JOINT 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, 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

District Utility Coordinator

By _____

By _____

**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.
----------	--------	-------	-----------	--------------

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:

C.C.U.A. NO. _____

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 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 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 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 area of common use 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:

District Utility Coordinator

OWNER

By _____

By _____

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By _____

Attorney in Fact

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REPORT OF INVESTIGATION

RW 13-3 (REV 1/2009)

DISTRICT	COUNTY	ROUTE	POST MILE	EXPENDITURE AUTHORIZATION
UTILITY FILE NO.	FEDERAL AID NO.	UTILITY OWNER	UTILITY FACILITY	

This Report of Investigation is submitted for review and approval. The following support documents are attached:
 Approval of FHWA Specific Authorization is is not requested.

- A copy of the Utility Relocation Plan as described in Sections 13.05.03.00 and 13.05.03.01 of the R/W Manual.
- A copy of the owner's liability claim letter.
- A copy of the owner's estimate of cost.
- A copy of the proposed Utility Agreement.
- A copy of the proposed Notice to Owner.
- A copy of the owner's prior rights claim supporting documentation.

1. PROJECT LOCATION AND DESCRIPTION:

2. LIABILITY DATA:

A. PROJECT IS A:

- Freeway
- Conventional Highway
- Other

B. DATES:

Route adoption: _____

Freeway resolution: _____

Appraisal map: _____

Installation of Existing facilities: _____

C. UTILITY OWNER IS:

- Public
- Private

D. EXISTING UTILITY FACILITY IS LOCATED:

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1) In existing State Highway right of way? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) On other public way, i.e., city street? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) On private property? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4) Intersecting installation? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5) Longitudinal installation? | <input type="checkbox"/> | <input type="checkbox"/> |

E. UTILITY OWNER'S AUTHORITY FOR INSTALLATION:

- | | |
|----------------------------|--------------------------|
| 1) Fee-owned land | <input type="checkbox"/> |
| 2) Recorded easement | <input type="checkbox"/> |
| 3) Unrecorded easement | <input type="checkbox"/> |
| 4) Prescriptive right | <input type="checkbox"/> |
| 5) JUA or CUA | <input type="checkbox"/> |
| 6) Franchise | <input type="checkbox"/> |
| 7) State permit | <input type="checkbox"/> |
| 8) County permit | <input type="checkbox"/> |
| 9) City permit | <input type="checkbox"/> |
| 10) Other (describe below) | <input type="checkbox"/> |

Yes No

- F. Is the owner's authority for installation based on a deed [item E.1), 2), 3), or 5) above]?

If **YES**, the preparer of this Report of Investigation asserts that to the best of their ability:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | The deed has been read. |
| <input type="checkbox"/> | <input type="checkbox"/> | The description has been accurately plotted and is clearly shown on the attached plan. |
| <input type="checkbox"/> | <input type="checkbox"/> | The title has been investigated and that: |
| <input type="checkbox"/> | <input type="checkbox"/> | The grantor was the owner as of the date on the deed. |
| <input type="checkbox"/> | <input type="checkbox"/> | The owner's facilities are located within the area described in the deed. |
| <input type="checkbox"/> | <input type="checkbox"/> | The public agency has prior rights to the area described in the deed or recorded map to which the State will be the successor in interest. If YES , show the date the public acquired their rights and explain the nature of those rights here or in the narrative. |

Yes No

- G. Are there contractual obligations contained in the documents checked in item E. above that require the owner to relocate, or are there special conditions in the owner's authority for installation?

If YES, explain here or in narrative:

H. LIABILITY RECOMMENDATION IS BASED ON (check all that apply):

- Section _____ of the Streets and Highways Code
- Section _____ of the Master Contract, dated _____
- Water Code Section 7034
- Water Code Section 7035
- Prior and superior rights of the Utility Owner
- JUA or CCUA
- Other, explain: _____

I. LIABILITY APPORTIONMENT:

State _____ % Utility Owner _____ % Explain apportionments:

3. RELOCATION PLAN DETAILS:

A. IT IS ANTICIPATED THE UTILITY WORK WILL BE COMPLETED BY:

_____ (date).

B. ENCROACHMENTS:

There will be no encroachments within the project area.

There are encroachments **and**:

Yes No

All new or existing encroachments comply with current Caltrans Policy.

If **NO**, a copy of the letter approving the exception to the encroachment policy is attached.

The State's standard Encroachment Permit will be or has been issued. If **NO**, explain in narrative.

C. LUMP SUM:

Yes No

The lump sum payment method will be used.

If **YES**, a detailed and itemized estimate is attached.

D. THIS RELOCATION WILL BE FUNDED WITH:

Yes No

- State Funds Only.
- Federal participation in the funding and it is our determination that State payment standards are more restrictive.
- Local Public Agency Funds.

4. THE WORK WILL BE PERFORMED BY: (check those which apply)

- The utility owner's forces:** The District has determined this is cost-effective and has verified the owner is qualified to perform the work in a satisfactory manner with its own personnel and equipment.
- The utility owner's continuing contractor:** The District has determined this is cost-effective and verified the contract between the owner and the contractor is in writing and that similar work is regularly performed for the owner under the contract at reasonable costs.
- Competitive bid contract:** The owner is not adequately staffed or equipped to perform the work with its own forces. The District will verify that the utility owner will award the contract for the work to the lowest qualified responsible bidder based on an appropriate solicitation.
- State's highway contractor:** The utility work is to be included in State's highway construction contract. The district has determined this is the most cost-effective method.

5. REVIEW OF ESTIMATE:

Depreciation: \$ _____ None*

Salvage: \$ _____ None*

* NOTE: The State is not entitled to a credit allowance on publicly owned sewers per 705 S&H code

6. BETTERMENT:

There is no betterment. * If none, state why below.

Betterment in the amount of \$ _____ has been identified for:

7. CERTIFICATION:

Yes No

- The project engineer has certified that the relocation plan will clear the project.
- The District Utility Coordinator has reviewed the proposed relocation and has determined it is a cost-effective plan to functionally restore the utility owner's operating facilities that existed prior to the State's highway project.

REPORT OF INVESTIGATION (Cont.)

RW 13-3 (REV 1/2009)

8. ATTACH A NARRATIVE DISCUSSION OF THE PROPOSED UTILITY WORK TO THIS REPORT WHICH INCLUDES:

- A. Description of existing utility facility and its location.
- B. Discussion of owner's authority for installation of the existing utility facility.
- C. Description and justification of proposed relocation plan.
- D. Property rights needed.
- E. Any non standard aspects of the relocation, documents, etc.

9. THE ESTIMATED COST TO THE STATE IS AS FOLLOWS:

Consisting of Design funds: \$ _____

Consisting of Construction funds: \$ _____

Consisting of Right of Way funds: \$ _____

Total: \$ _____

Prepared By:	UTILITY COORDINATOR	DATE
Approved By:	DISTRICT UTILITY COORDINATOR	DATE
If Required:		DATE
Approved By:	DELEGATED DISTRICT REPRESENTATIVE	DATE
or		
Approved By:	UTILITY REVIEWER, HEADQUARTERS R/W	DATE

INSTRUCTIONS FOR PREPARING THE REPORT OF INVESTIGATION

FILE REFERENCE:

Show the district, county, route, post mile (PM), expenditure authorization (EA), utility file number as shown in the RUMS computer system, federal aid number if there is federal aid for the utility work (if there is no federal aid, then show N/A), utility owner's name as shown in the RUMS computer system, and the type of utility facility involved.

TRANSMITTAL SECTION:

Check each item transmitted with the Report.

1. THE PROJECT LOCATION AND DESCRIPTION:

Show the work description and the location of the State's construction project as it appears in the PYPSCAN computer system or the STATUS OF PROJECTS.

2. LIABILITY DATA:

- A. Check the selection for freeway if the highway is designated as part of the freeway and expressway system and is currently access controlled or proposed for control. Check conventional highway if there is no access control. Check other for any other project and explain in the narrative.
- B. Show the date the route was adopted by the CTC or its predecessor.
- Show the CTC resolution date for all access controlled projects.
- Show the date the first appraisal map was prepared for property to be acquired by the State for this project.
- Show the dates the facilities were installed. If there is more data than can be conveniently entered here, enter "See Narrative" and include the installation dates in the narrative.
- C. Check whether the utility owner is either a public or private entity.
- D. Check either yes or no for each line.
- E. Check each space that applies. If clarification is needed, explain in the space provided or in the narrative.
- F. Check either yes or no for each item.
- G. Check either yes or no. If yes, and more space is needed, explain in the narrative.
- H. Check and complete all that apply.
- I. Show the percentage of liability the Utility Coordinator is recommending. Explain how you arrived at prorated liabilities, if applicable, and explain any other liability determinations. If the space provided is insufficient, include the required explanation in the narrative.
-

3. RELOCATION PLAN DETAILS:

- A. Enter the estimated date the proposed relocation work will be completed.
- B. Select the appropriate statement, and if needed, check either yes or no for each subsequent item. Please note under some circumstances additional explanation and documentation will be required as noted on the form.
- C. Check either yes or no. If yes is checked, provide the additional documentation noted on the form.
- D. Check either yes or no for each item.

4. THE WORK WILL BE PERFORMED BY:

Check all that apply.

5. REVIEW OF ESTIMATE:

Enter estimated amounts to be credited to the State for depreciation and salvage. If there will be none, check the appropriate box and provide a short explanation in the space provided.

6. BETTERMENT:

Check the appropriate box. If there will be betterment, enter the estimated cost and describe the nature of the betterment.

7. CERTIFICATION:

Check either yes or no for each statement.

8. NARRATIVE:

A narrative discussion of the relocation is a required part of the Report of Investigation. It should cover thoroughly all aspects of the utility conflict, liability, construction and proposed relocation. The narrative should explain in detail how the utility coordinator arrived at the conclusions and recommendations contained in the report.

It should include a description of the existing and proposed facilities, whether or not facilities will be installed in coordination with the State's construction and a discussion of any property rights (easements, JUA, CUA, etc.) that may be needed.

9. THE ESTIMATED COST TO THE STATE IS AS FOLLOWS:

Fill in the estimated dollar amounts, as shown on the utility agreement, the State is liable for.

THE SIGNATURE BLOCK:

The Utility Coordinator, District Utility Coordinator, and the authorized delegated representative in the District for those Districts with delegation or the Headquarters R/W Utility Reviewer for non delegated Districts must sign the Report of Investigation prior to issuing the applicable Notice to Owner.

NOTICE TO OWNER

RW 13-4 (REV 1/2009)

NOTICE TO OWNER

Number _____

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

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.

**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."

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
RW

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

UTILITY AGREEMENT

RW 13-5 (REV 1/2009)

DISTRICT	COUNTY	ROUTE	POST MILE	EA
FEDERAL AID NUMBER		OWNER'S FILE NUMBER		
FEDERAL PARTICIPATION				
On the Project		<input type="checkbox"/> YES	<input type="checkbox"/> NO	On the Utilities
				<input type="checkbox"/> YES <input type="checkbox"/> NO

UTILITY AGREEMENT NO. _____ **DATE** _____

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

and

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

UTILITY AGREEMENT NO.

II. LIABILITY FOR WORK

III. PERFORMANCE OF WORK

IV. PAYMENT FOR WORK

V. GENERAL CONDITIONS

UTILITY AGREEMENT (Cont.)

RW 13-5 (REV 1/2009)

UTILITY AGREEMENT NO. _____

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.				
HQ Accounting Officer				Date
ITEM	CHAP	STAT	FY	AMOUNT

FUND TYPE	EA	AMOUNT
Design Funds	_____	\$ _____
Construction Funds	_____	\$ _____
R/W Funds	_____	\$ _____

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

STATE:

OWNER:

By _____
District Utility Coordinator, Right of Way Date

By _____
Name _____ Date _____
Title _____

APPROVAL RECOMMENDED:

By _____
Utility Coordinator, Right of Way Date

By _____
Name _____ Date _____
Title _____

DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:

UTILITY COMPLETES:

T CODE	DOCUMENT NUMBER	SUFFIX	DIST	UNIT	CHG DIST	EA	SUB JOB	SPECIAL DESIGNATION	FFY	FA	OBJ CODE	DOLLAR AMOUNT
	UA											
	UA											

EA FUNDING VERIFIED:	
Sign:>	_____
Print:>	_____
R/W Planning and Management	Date

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

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

INSTRUCTIONS FOR PREPARING THE UTILITY AGREEMENT

1. THE UTILITY AGREEMENT NO. _____ :

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 "EA" (expenditure authorization) of the project (usually the design phase EA 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"

4. THE OPENING PARAGRAPH:

- A. Describes briefly the work to be done and the proposed project's limits;
- B. Identifies the 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.

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.

7. FUND TYPE BLOCK:

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

A. Design Funds EA _____ \$ _____ :

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

B. Construction Funds EA _____ \$ _____ :

The construction funds EA (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 EA _____ \$ _____ :

The Right of Way capital funds EA (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:

Accounting 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.

RIGHT OF WAY UTILITY PAYMENT REQUEST AND CODING INSTRUCTIONS

RW 13-6 (REV. 1/2009)

(THIS IS AN ELECTRONIC R/W ACCTG. FORM AND IS NOT TO BE REVISED)

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

FEDERAL PROJECT NO:
E-76 APPROVAL DATE:
UTILITY AGREEMENT NO:
AGREEMENT APPROVAL DATE:
UTILITY OWNER:
POSITIVE LOCATION SERVICE CONTRACT NO:

FROM: R/W DISTRICT _____ UTILITIES

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

CHECK/WARRANT MADE PAYABLE TO:

VENDOR#: _____

UTILITY AGREEMENTS:

PARTIAL PAYMENT

PAYMENT FALLS WITHIN 25% SUPPLEMENTAL

PAYMENT COVERED BY AMENDMENT

ADVANCE
Note to ACS: Code FA 8 for payment.

FINAL PAYMENT

POSITIVE LOCATION (POTHOLING):

PAYMENT

PARTIAL PAYMENT

OTHER _____

CHECK AMOUNT \$ _____

FOR ISSUING CHECK/WARRANT:

Mail by: _____ Date _____

PREPARED BY UTILITY COORDINATOR/CONTRACT MANAGER:

Sign: _____ Date: _____

Print: _____ Telephone: _____

REVIEWED BY UTILITY COORDINATOR SUPERVISOR:

Sign: _____ Date: _____

Print: _____ Telephone: _____

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

TC	SRC DIST	UNIT	CHG DIST	EA	SUB JOB	SPECIAL DESIGNATION	F A	OBJ CODE	AMOUNT	FFY	REF DOCUMENT	SUP FIX	RPI

PLANNING & MANAGEMENT APPROVAL:

Sign: _____ Date: _____

Print: _____ Telephone: _____

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

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

CHECKLIST FOR FINAL UTILITY INVOICE

RW-13-7 (REV. 1/2009)

District	County	Route	Post Mile	E.A.
Utility No.:				
Federal Aid No.:		Agreement Date:		
Utility Owner:				
Utility Facility:				

1. Is this a Federal aid project? YES NO
- A. If yes, FHWA Specific Authorization Approved date: _____
- B. If yes, FHWA Utility Agreement approval date: _____

2. Is owner's bill in agreement with Utility Agreement? YES NO

3. Credits:
- A. Depreciation YES NO N/A
- B. Salvage YES NO N/A
- C. Betterment YES NO N/A

4. Is there a credit for the owner's share of the easement cost shown? YES NO N/A
- A. If no, the owner must be billed. YES NO N/A
- B. If yes, has the DED been prepared? YES NO N/A
- C. If yes, has the DED been recorded? YES NO N/A
- D. Recording date _____

5. Has the JUA/CCUA been prepared? YES NO N/A
- A. If no, the JUA/CCUA must be prepared.
- B. If yes, has the JUA/CCUA been recorded? YES NO N/A
- C. Recording date _____

Checked by: _____ DATE: _____
 Senior Right of Way agent

JOINT 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 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.

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**

District Utility Coordinator

By _____

By _____

**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-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**

District Utility Coordinator

By _____

By _____

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By _____

Attorney in Fact

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JOINT USE AGREEMENT - CENTRAL VALLEY PROJECT

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

hereby (grants without warranty of title) (consents to) a right of perpetual joint use (to) _____
(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) of grantee and (facilities of other party) of grantor located at approximate

Dated: _____

Grantor: _____

(Acknowledgment optional with grantee)

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JOINT USE AGREEMENT - CENTRAL VALLEY PROJECT

Subject to provisions of the contract between the United States and the State of California, dated October 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 _____

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JOINT USE AGREEMENT (Cont.)

RW 13-11 (REV 1/2009)

Page 3 of 3

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 _____

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.

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 _____

JOINT USE AGREEMENT (Cont.)

RW 13-12 (REV 1/2009)

Page 2 of 2

**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:

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

RW 13-13 (REV 1/2009)

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:

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

RW 13-13 (REV 1/2009)

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.

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

District Utility Coordinator

By _____

By _____

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By _____
Attorney in Fact

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

RW 13-13 (REV 1/2009)

**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:

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

RW 13-14 (REV 1/2009)

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:

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

RW 13-14 (REV 1/2009)

Page 4 of 6

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.

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

District Utility Coordinator

By _____

By _____

**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 1/2009)

FHWA SPECIFIC AUTHORIZATION

RW 13-15 (REV 1/2009)

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: _____
Senior Right of Way Agent
Division of Right of Way

cc: Audits
Fed. Prog. Acctg:
Budgets

REPORT OF INVESTIGATION APPROVAL GUIDE

RW 13-16 (REV 1/2009)

DISTRICT	COUNTY	ROUTE	EA
FILE	AMOUNT	DATE APPROVED	
LIABILITY	STATE:	%	OWNER: %

YES NO

- Is the Report of Investigation complete and accurate, including a narrative discussion of the conflicts, owner's rights, and relocation plan?
- Does the Owners Claim letter include copies of owner's prior rights documentation?
- Is the estimate complete and fully detailed, including breakdown of labor, equipment, engineering, overhead, material, right of way, etc., in compliance with Section 13.05.01.01 and Exhibit 13-21?
- Has credit been given for depreciation, salvage, and all betterment not necessitated by the requirements of the project?
- Has the estimate been reviewed in accordance with current review and pre award audit policies?
- Has the project engineer certified that the planned relocation will clear the right of way?
- Does the Utility Agreement contain all needed clauses and are they unmodified standard clauses?

Does the Notice include:

- A detailed schedule for accomplishing the work?
- Precise reference to the plan which delineates the work to be done?

Do the plans:

- Meet all of the requirements of Section 13.05.01.02?
- Accurately show the existing, temporary, and new facility?
- Have an accurate plot of all public and private rights of way, easements, prescriptive claim lines, etc.?
- The file was fully documented prior to approval.
- The Liability approved is based on confirmed prior rights and conforms to Department policy.

Will Federal reimbursement be sought for this relocation?

- YES: Has the FHWA GUIDE FOR REVIEW OF UTILITY AGREEMENTS (RW 13-17) been completed?
- Does the approved relocation fully comply with the provisions of 23 CFR 645?
- The FHWA Specific Authorization has been completed.
- If the relocation will be performed by the State's contractor, the contractor's clause and the amount of phase 4 funding are included in the FHWA Specific Authorization.
- NO

SENIOR RW AGENT, DISTRICT UTILITIES COORDINATOR

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FHWA GUIDE FOR REVIEW OF UTILITY AGREEMENTS

RW 13-17 (REV 1/2009)

FEDERAL PROJECT:	STATE PROJECT:
E-76 ALTERNATE PROCEDURE APPROVAL DATE:	AGREEMENT NUMBER:

YES NO

- Is the utility relocation necessary because of the highway project?
- Is there a determination by the District as to whose standards are most restrictive?
- Does the agreement incorporate 23 CFR 645 by reference?
- Does the agreement include a schedule for accomplishing the work?

Do the plans accompanying the agreement clearly show:

- The existing, temporary, and new facility?
- The centerline of the highway and right-of-way lines?
- Does the proposed highway facility as shown on the utilities plan correspond with the latest project plans approved by the FHWA?

- Does the agreement show the basis of the State's authority to pay for the relocation?
- Does the agreement provide for an acceptable method of developing relocation costs?
- Is the estimate sufficiently complete, including breakdown of labor, equipment, engineering, overhead, material, right of way, etc.?
- Are all participating and non participating items of cost properly identified in the estimate?
- Has credit been given for depreciation, salvage, and all betterment not necessitated by the requirements of the project?
- Is the work to be done by contract?

- Yes IF YES, has the District determined that the use of a contractor is in the best interest of the state, OR that the company is not adequately staffed or equipped to perform the relocation?
- No

Was the contract method was used to perform this work?

- Yes IF YES, has the District determined that it was in accordance with established procedures?
- No

Was the preliminary engineering performed by a consultant?

- Yes IF YES, has the District determined that the use of a consultant has been approved in accordance with established procedures?
- No

Does the utility to be relocated occupy federal land?

- Yes IF YES, has the District submitted the required statement citing the legal basis of the utility's compensable interest?
- No

Is removal without relocation involved?

- Yes IF YES, has sufficient information been furnished to support reimbursement?
- No

SENIOR RW AGENT, DISTRICT UTILITIES COORDINATOR

PRESCRIPTIVE RIGHTS CHECKLIST

RW 13-18 (REV 1/2009)

DIST	CO	RTE	EA	FILE

YES NO

- 1. The property has been held in ADVERSE POSSESSION. This is important - see note below.
- 2. The property has been held continuously for 5 years or more.
- 3. The Utility Owner has submitted a claim letter in the format prescribed by 13-EX-19.
- 4. The property was held by the Federal, State, County, or Municipal Government during the period used to develop the prescriptive claim.

If 1, 2, or 3 above is answered NO, or 4 is answered YES, prescriptive cannot be claimed.

ADVERSE POSSESSION: Prescriptive requires adverse use, which is use with the knowledge of the owner and without permission. If the Utility Owner's facility is installed with the permission of the property owner, but without a document, we will consider the installation to be in place under a license or permit.

In some cases, the Utility Owner may take the position that they will not execute our standard prescriptive letter because of the "adverse use" statement. They contend that their facility is in place with the servient owner's permission, and it is therefore not an adverse use. When we receive a claim where the Utility Owner takes this position, it must be returned with a statement that they do have a supportable prescriptive claim and request that they state what prior and superior right (if any) they wish to claim and document.

The party claiming a prescriptive easement has the burden of proving all essential elements.

Mere passage over the subject property is not sufficient to establish a prescriptive title.

The claim can be established under multiple ownership of the easement. For instance, the five-year-occupancy requirement will be met when utility company "A" occupies the easement area for two years and then sells to company "B", who holds it for three years: a total of five years.

After a prescriptive claim has been established, a JUA or CUA may be issued to document the prescriptive right claim. However, the JUA/CCUA must meet the criteria specified in Utility Manual Section 13.11.02.05.

Please contact your HQ R/W Utilities Senior in unusual cases or if you have questions.

SENIOR R/W AGENT, DISTRICT UTILITIES COORDINATOR

WATER CODE CHECKLIST

RW 13-19 (REV 1/2009)

DISTRICT	COUNTY	ROUTE	EA	FILE

**APPLICATION OF THE WATER CODE IS COMPLEX.
THIS CHECKLIST IS JUST A GUIDELINE AND REMINDER.
YOU MUST STUDY THE CODE.
SIMPLY COMPLETING THIS CHECKLIST WILL NOT SUFFICE.**

- Owner does not have fee or easement
- Claim must be in writing
- Only applies to transverse crossings
- 7034 and 7035 cannot both apply to the same crossing
- Not originally installed under Caltrans permit

NOTE: No evidence of a prior right is a must. If the owner has a documented prior right, 7034 and 7035 do not apply.

7034 _____

- The bridge or conduit was constructed in a permanent manner
- By encroachment permit or otherwise
- The facility has been brought up to county standards
- The county has accepted the facility:
 - Formal acceptance
 - Informal acceptance

The structure of facilities which fall under this code shall be the responsibility of the State for maintenance, repair, replacement, or relocation. This does not include the usual acts of operational maintenance, including removal of silt.

7035 _____

- No written records exist showing the highway existed prior to the conduit.
- A diligent search has been made.
- This section does not apply to any conduit that falls under the provisions of 7034.

In many cases only part of the facility crossing the highway will fall under the Water Code. Any portion that falls outside the right of way of the original county road will be the responsibility of the water district. In these cases, the cost must be apportioned.

We cannot recognize a prior right without a document showing a grant.

We do not normally charge depreciation because an open ditch is considered to last forever.

Under the Water Code, the facility has been deemed ours for repair or replacement by statute, but the owner is responsible for normal maintenance. A JUA or CCUA will not be issued for rights under either section of the Water Code, as the Code itself provides for the maintenance of the facility and confirms the rights and responsibilities of the State and the Owner. See Utility Manual Section 13.04.06.01.

Water Code 7034 will not apply if the subject highway was a state highway when the facility was installed.

Water Code 7034 will not apply where the highway in question was never a county road (virgin routes).

Water Code 7035 is written to favor the water districts. If we cannot prove that we were there first, we are liable for the cost of the relocation under 7035. The burden of proof is on us.

Please contact your HQ R/W Utilities Senior in unusual cases or if you have questions.

SENIOR R/W AGENT, DISTRICT UTILITIES COORDINATOR

WATER CODE CHECKLIST (Cont.)

RW 13-19 (REV 1/2009)

WATER CODE SECTIONS 7030 TO 7036

- 7030: As used in this chapter, "conduit" includes canal, ditch, culvert, pipeline, flume, or other appliance for conducting water.
- 7031: As used in this chapter, except in Section 7034, "highway" includes both state and county highways as defined by or identified in the Streets and Highways Code.
- 7031.5: As used in this chapter, "bridge" means a structure constructed to allow the conducting of water underneath by canal, ditch, flume, or other uncovered appliance for conducting water.
- 7032: No conduit shall be laid, constructed, or maintained so as to obstruct any highway.
- 7033: Every person or public district or agency who or which initially constructs, or improves for his or its own benefit, any conduit crossing or running along any pre existing highway, shall construct or improve such conduit in accordance with standards established by the county or State as the case may be, and at the expense of the person so constructing or improving such conduit.
- 7034: Bridges or conduits heretofore or hereafter constructed in a permanent manner, whether by encroachment permit or otherwise, which cross county highways and which have been constructed or brought up to county standards, and have been accepted, either formally or informally by appropriate action, shall, after such acceptance, and regardless of who constructed them, be the sole responsibility of the county, so far as maintenance, repair, improvement for the benefit of the county, reconstruction or replacement of such bridges and conduits are concerned. If any such county highways become state highways, the State shall succeed to the foregoing obligations of the county.
- The amendment of this section made at the 1963 Regular Session of the Legislature does not constitute a change in, but is declaratory of, the pre existing law.
- 7035: Whenever any conduit for conducting water crosses a highway and no written records exist showing that the highway rights-of-way existed prior to the conduit rights-of-way, it shall be conclusively presumed that the conduit was in place and lawfully maintained prior to the highway and such conduit shall be repaired, improved for the benefit of the public agency having jurisdiction over such highway, and replaced, if necessary, by the public agency having jurisdiction over such highway, provided that usual acts of maintenance of the conduit, such as cleaning the conduit of dirt or silt, shall be performed by and at the expense of the person using the conduit.
- This section shall not apply to any conduit as to which Section 7034 is applicable.
- 7036: Any public district or private utility and any county may enter into a contract agreeing to pay and apportion between them the costs of locating, removing, repairing, or relocating any facilities owned or to be owned by either party on the roads or other property of the other in such proportion and upon such terms as the governing boards of the parties shall determine to be equitable.

This section shall not supersede the provisions of this chapter.