

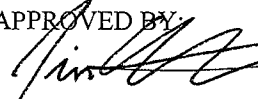
R/W MANUAL CHANGE

RWMC- 200

PROCEDURAL HANDBOOK  
 (1984 Edition)

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

TITLE:  
 UTILITY RELOCATIONS

APPROVED BY:  
  
 JAMES M. APPLETON

DATE ISSUED:  
**APR 14 2010**

Page 1 of 1

SUBJECT AREA:  
 CHAPTER 13 – UTILITY RELOCATIONS

ISSUING UNIT:  
 OFFICE OF UTILITIES AND  
 ORGANIZATIONAL DEVELOPMENT

SUMMARY OF CHANGES: Updates and transmits Forms RW 13-1, RW 13-2, RW 13-3, RW 13-17, and RW 13-18 from the Department's Caltrans Electronic Forms System (CEFS) to Chapter 13 in the Right of Way Manual.

**PURPOSE**

This manual change updates Forms RW 13-1, RW 13-2, RW 13-3, RW 13-17, and RW 13-18 with formatting changes. The field capacities in these forms have been revised and expanded. The content in these forms has not changed.

RW 13-1	Joint Use Agreement
RW 13-2	Consent to Common Use Agreement
RW 13-3	Report of Investigation
RW 13-17	FHWA Guide for Review of Utility Agreements
RW 13-18	Prescriptive Rights Checklist

**BACKGROUND**

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

**EFFECTIVE DATE**

Immediately.

**MANUAL IMPACT**

- Remove the superseded pages and insert the attached pages in the Manual.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

**REVISION SUMMARY**

<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 1/2009) RW 13-2 (REV 1/2009) RW 13-3 (REV 1/2009) RW 13-17 (REV 1/2009) RW 13-18 (REV 1/2009)	RW 13-1 (REV 3/2010) RW 13-2 (REV 3/2010) RW 13-3 (REV 3/2010) RW 13-17 (REV 3/2010) RW 13-18 (REV 3/2010)

**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

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

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

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

1. The location of Owner's easement so far as it now lies within said highway right of way be and it hereby is changed to the strip of land within said highway right of way hereinafter referred to as "new location," described as follows:

2. Owner will rearrange, relocate or reconstruct within said new location any of its facilities now installed pursuant to Owner's easement within said highway right of way and Owner does hereby surrender and quitclaim to the State all of Owner's right, title and interest under and by virtue of Owner's easement in the old location within said highway right of way and not included in said new location. Owner hereby consents to the construction, reconstruction, maintenance or use by State of a highway over, along and upon Owner's easement both in the old location and in the new location within said highway right of way upon and subject to the terms and conditions herein contained.
3. State acknowledges Owner's title to Owner's easement in said new location and priority of Owner's title over the title of State therein. Owner has and reserves the right and easement to use, in common with the public's use of said highway, said new location for all of the purposes for which Owner's easement was acquired, without need for any further permit or permission from State. Except in emergencies, Owner shall give reasonable notice to State before performing any work on Owner's facilities in said new location where such work will be performed in, on or over the traveled way or improved shoulders of said highway or will obstruct traffic. In all cases, Owner shall make adequate provision for the protection of the traveling public.
- 4.

5. In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Owner's facilities then existing in said new location the State shall notify Owner in writing of such necessity and agree to reimburse Owner on demand for its costs incurred in complying with such notice. Owner will provide State with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by State, Owner will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Owner shall make adequate provisions for the protection of the traveling public. No further permit or permission from State for such rearrangement shall be required and State will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Owner's facilities within said highway right of way, (2) provide executed document(s) granting to Owner good and sufficient easement outside of the highway right of way if necessary to replace Owner's easement or any part thereof, and (3) reimburse Owner for any costs which it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Owner shall acquire such easement.
6. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Owner's easement. Both State and Owner shall use said new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Owner or State may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either State or Owner in such a manner as to cause an unreasonable interference with the use of said new location by the other party.
7. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized.

RECOMMENDED FOR APPROVAL:

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

If Required:

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

OWNER

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

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

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Director of Transportation

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

**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:

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

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

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Director of Transportation

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

**ADA Notice**

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**REPORT OF INVESTIGATION**

RW 13-3 (REV 3/2010)

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

**REPORT OF INVESTIGATION (Cont.)**

RW 13-3 (REV 3/2010)

**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:

- The deed has been read.
- The description has been accurately plotted and is clearly shown on the attached plan.
- The title has been investigated and that:
- The grantor was the owner as of the date on the deed.
- The owner's facilities are located within the area described in the deed.
- 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.

**REPORT OF INVESTIGATION (Cont.)**

RW 13-3 (REV 3/2010)

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:

**REPORT OF INVESTIGATION (Cont.)**

RW 13-3 (REV 3/2010)

**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.

**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



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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.
-

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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.

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# FHWA GUIDE FOR REVIEW OF UTILITY AGREEMENTS

RW 13-17 (REV 3/2010)

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

NAME	TITLE	DATE
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**PRESCRIPTIVE RIGHTS CHECKLIST**

RW 13-18 (REV 3/2010)

DIST	CO	RTE	EA	FILE
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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 CCUA 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.

NAME	TITLE	DATE
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