

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
P. O. Box 410
LONG BEACH, CA. 90801
Attention: R/W & Land Dept.
ESCROW SECTION

RECEIVED FOR REC
AT 11:00 O'CLOCK A.M.
At Request of
De S. [unclear]
Book 1984, Page

60102
MAR 26 1984

Recorded in Official Records
of Riverside County, California

William E. Bondy
Recorder
Fees \$

SPACE ABOVE THIS LINE FOR RECORDER'S USE

377396

DOCUMENTARY TRANSFER TAX \$	No Consideration and value less than \$100.00.
<input checked="" type="checkbox"/>	COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
<input type="checkbox"/>	OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
<i>Virginia A. [unclear]</i>	SOUTHERN CALIFORNIA EDISON CO.
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX. FIRM NAME	

JOINT USE AGREEMENT

10823

THIS AGREEMENT, made and entered into this 9 day of February, 1984, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF RIVERSIDE, a municipal corporation of the State of California, hereinafter called "City",

W I T N E S S E T H:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

That certain Grant of Easement to Southern California Edison Company, a corporation, which acquired title as California Electric Power Company, recorded December 30, 1948 as Instrument No. 3813, in Book 1039, page 568 of Official Records, in the office of the County Recorder of the County of Riverside, State of California, hereinafter referred to as "Company's Easement"; and, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Jurupa Avenue in said City, County of Riverside, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's easement insofar 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", and shown and designated as "area in Joint Use Agreement" on said print marked "Exhibit A".

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or 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.

00102

54627A
2/3/84

Joint Use Agreement
S.C.E.Co., a corp., and the
City of Riverside, a municipal corp.
Serial No. 54621A

60102

City acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of City in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway rights 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 new location, and the City shall notify the Company in writing of such necessity, Company will provide City with plans of its proposed rearrangement and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal; provided, however, that Company shall at that time have the same rights in said new location as it would have had if the aforesaid December 30, 1948 easement were in effect with respect to the new location. If such rights include the right to reimbursement for the costs incurred in relocation, Company shall have the right to receive such reimbursement prior to commencing relocation work. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation, or reconstruction shall be required and City 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 Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property 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 or easements, provided it is mutually agreed in writing that Company shall acquire such easements or easements."

If City's title to the property at the new location is successfully challenged so as to affect Company's rights to maintain its facilities at said location, City shall hold Company harmless against any reasonable costs or damage incurred by Company as a result of such challenge which would not have been incurred had the subject relocation not taken place.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said new location in such a manner as not to interfere unduly 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 City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

69102

Joint Use Agreement
S.C.E.Co., a corp., and the
City of Riverside, a municipal corp.
Serial No. 54621A

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 14 day of February, 1984, before me, a
Notary Public in and for said State, personally
appeared E. L. Gustafson, known to me (or
proved to me on the basis of satisfactory evidence) to be an
Assistant Secretary of Southern California Edison Company, the
corporation that executed the within instrument, known to me (or
proved to me on the basis of satisfactory evidence) to be the person
who executed the within instrument on behalf of the corporation
herein named, and acknowledged to me that such corporation executed
the same, pursuant to its by-laws or a resolution of its board of
directors.

WITNESS my hand and official seal.

Vera Montemayor



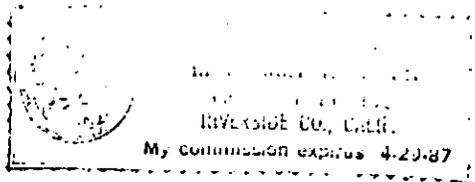
STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

69102

STATE OF CALIFORNIA)
) ss
COUNTY OF RIVERSIDE)

On this 8th day of March, 1984, before me,
Margaret I. Allen, A Notary Public in and for said State,
personally appeared AB BROWN and ALICE A. HARE, personally known to me to be
the persons who executed this instrument as Mayor and City Clerk of the City
of Riverside, a municipal corporation, and acknowledged to me that the municipal
corporation executed it.

WITNESS my hand and official seal.



Margaret I. Allen
Notary Public in and for said State

60-102

RESOLUTION NO. 15303

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERSIDE, CALIFORNIA, AUTHORIZING THE EXECUTION AND ACCEPTANCE OF THE JOINT USE AGREEMENT BETWEEN THE CITY OF RIVERSIDE AND SOUTHERN CALIFORNIA EDISON TO A PLACE WITHIN THE CITY RIGHT-OF-WAY FOR STREET PURPOSES AT JURUPA AT PAYTON.

WHEREAS Southern California Edison is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement:

A certain Grant of Easement to Southern California Edison Company, a corporation, which acquired title as California Electric Power Company, recorded December 30, 1948 as Instrument No. 3813, in Book 1039, page 568 of Official Records, in the office of the County Recorder of the County of Riverside, State of California;

and

WHEREAS the City of Riverside has acquired easement rights for street and highway purposes for the construction and/or improvement of Jurupa Avenue in said City, County of Riverside, State of California, as shown on the print attached hereto; and

WHEREAS Southern California Edison's facilities as now installed and located on said highway right-of-way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and the City of Riverside desires to eliminate such interference or obstruction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Riverside that the Joint Use Agreement between the City of Riverside and Southern California Edison to change the location of the City's right-of-way for street purposes at Jurupa at Payton at a location which is shown on the print which is marked Exhibit A, attached hereto and made a part hereof by this reference is hereby authorized and accepted.

ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk this 6th day of March, 1984.

Attest:

AB BROWN
Mayor of the City of Riverside

ALICE A. HARE (SFAL)
City Clerk of the City of Riverside

CITY ATTORNEY
RIVERSIDE
CALIFORNIA

6/84
C/jm

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I, Alice A. Hare, City Clerk of the City of Riverside, California, hereby certify that the foregoing resolution was duly and regularly introduced and adopted by the City Council of said City at its meeting held on the 6th day of March, 1984, by the following vote, to wit:

Ayes: Councilmen Loveridge, Shepard, Bowers, Renck and Digati.

Noes: None.

Absent: Councilmembers Mansfield and Peterson.

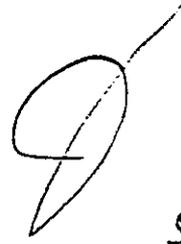
IN WITNESS WHEREOF I have hereunto set my hand and affixed the official seal of the City of Riverside, California, this 6th day of March, 1984.

(SEAL) ALICE A. HARE
City Clerk of the City of Riverside

THE FOREGOING INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

ATTEST: March 7, 1984
Alice A. Hare
City Clerk of the City of Riverside, California

Southern California Edison Company



SCE

P.O. BOX 410
100 LONG BEACH BLVD.
LONG BEACH, CALIFORNIA 90801

C. J. LOWERISON, JR.
MANAGER
OF
RIGHT OF WAY AND LAND

RECEIVED

APR 10 1984

April 9, 1984

CITY ATTORNEY

Ms. Carolyn Confer
Office of the City Attorney
City of Riverside
3900 Main Street
Riverside, CA 92522

Dear Ms. Confer:

SUBJECT: Joint Use Agreement for
Relocation of Edison Facilities
Jarupa Avenue at Payton Avenue
Our File No. 811211/634GS

Enclosed is a recorded copy of the Joint Use Agreement
for subject project.

Thank you for helping us to complete this job.

Very truly yours,

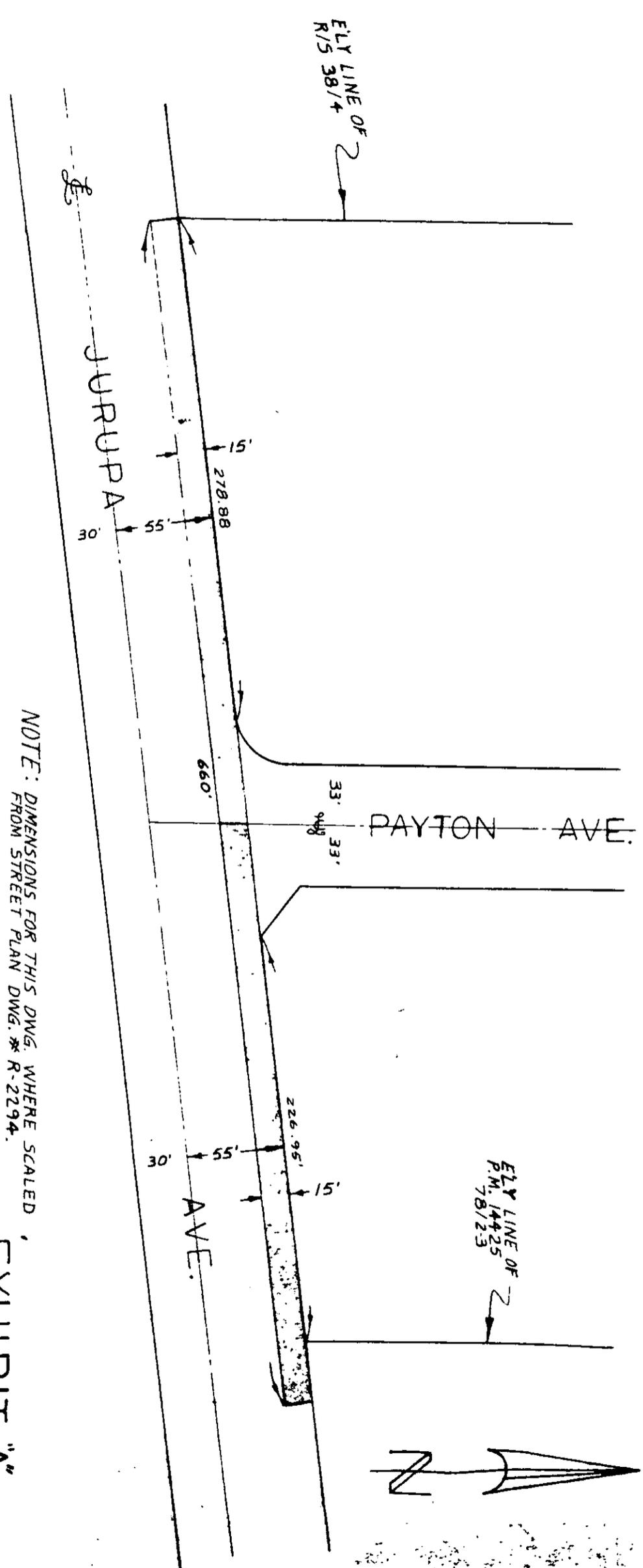
GENIE SANDERS
Right of Way Agent

2571/am

Enclosure

10823

C.D.M.



LEGEND

NEW LOCATION OF S.C.E. CO. POLE LINE
 IN JOINT USE AGREEMENT.

NOTE: DIMENSIONS FOR THIS DWG. WERE SCALED FROM STREET PLAN DWG. * R-2294.

EXHIBIT "A"

SER. 54621A

SCALE	1" = 60'	D.W.O. NO.	
PLOTTED BY	M. IRIZOGYAN	FIELD BOOK	
CHECKED BY	E. STOUTER	CALCULATIONS	
DATE	2-17-82		

10,2300
 OLD CEP 115KV (LA SIERRA)
 MAP SHOWING LOCATION OF REB.
 S.C.E. CO. POLE LINE IN JOINT USE
 AGREEMENT WITH CITY OF RIVERSIDE,
 RIVERSIDE COUNTY CALIFORNIA
 Southern California Edison Company