

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.33
(ID # 22939)

MEETING DATE:
Tuesday, September 26, 2023

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve and Execute a Joint Use Agreement between the County of Riverside and Southern California Edison Company, for Final Tract Map 37358, District 3. [Deposit Based Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute a Joint Use Agreement between the County of Riverside and Southern California Edison Company.

ACTION:Policy


Mark Lancaster, Director of Transportation 9/12/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: September 26, 2023
xc: Trans.

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Developer Funded 100%. No General Funds will be used.			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Tract 37358 is a 153-lot residential tract development in the north west corner of Mapes and Antelope Road. This project is required to dedicate additional road right of way and widen the west side of Antelope Road, north of Mapes Road. Southern California Edison Company (SCE) currently has an easement for an existing transmission line that conflicts with the proposed dedication and road widening.

New SCE easements are proposed on the final maps for Tract 37358 to address the conflict. Currently SCE has prior rights for the existing transmission line in question. As such, the County would bear the entire cost relocating these facilities, if requested by the County. The purpose of this Joint Use Agreement is to preserve SCE's prior rights for the new SCE easements proposed on the final maps. Tract 37358 is proposing to widen the west side of Antelope Road to the ultimate width, so future relocations are not expected.

SCE is requiring that the County enter into a Joint Use Agreement prior to the recordation of the final maps for Tract 37358. SCE further requires that this agreement is recorded, so the agreement must be notarized. SCE has confirmed that the only signature requiring notarization is the Transportation Director's signature. County Counsel has reviewed the agreement and confirmed that this agreement requires Board approval, since this authority has not been delegated.

Impact on Residents and Businesses

There is no direct impact on residents and businesses. This is a procedural matter to facilitate TR37358 to comply with their Board approved conditions of approval.

Additional Fiscal Information

All associated contract costs will be funded using Deposit Based Fees. No General Funds will be used for this agreement.

ATTACHMENTS:

SCE Joint Use Agreement JUA203939820

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA



Jason Farin, Principal Management Analyst 9/19/2023

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

V&LM File: JUA203939820
Affects SCE Doc.:234086 & 266672

Order No.: 802061940

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of September, 2023 by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, successor in interest to THE NEVADA-CALIFORNIA ELECTRIC CORPORATION, it's successor and assigns, hereinafter called "Company", and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter called "County",

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 Right of Way Easement and Grant of Easement from Ernest E. Bateman and Anna Mae Bateman, husband and wife to the Nevada-California Electric Corporation, its successors and assigns, recorded August 6, 1940, as Instrument No. 2362, in Book 470, Page 551, and from Clyde E. Smith and Bonnie Mae Smith, also known as Bonnie Smith, husband and wife to Southern California Edison Company, a corporation, its successors and assigns, recorded October 31, 1966 as Instrument No. 106576, both respectfully of Official Records, in the Office of the County Recorder of Riverside County, State of California, hereinafter referred to as "Company's Easement's"; and

WHEREAS County has acquired easement rights for street and highway purposes for the construction and/or improvement of Antelope Road in said County, 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 County desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and County 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 County

SEP 26 2023 3.33

JOINT USE AGREEMENT

Between S. C. E., a corp. and
County of Riverside,
Serial No.: 73252A
V&LM File No.: JUA203939820
Affects SCE Document: 234086 & 266672

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.

County acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of County 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 County. Except in emergencies, Company shall give reasonable notice to County 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 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 new location, and County 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 County with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by County, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from County for such rearrangement, relocation or reconstruction shall be required and County 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 easement or easements.

County agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in County'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 County over private property, to which Company relocates its facilities pursuant to the provisions hereof, and County agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, County shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. County shall not reimburse Company for any loss caused by Company's own fault or negligence.

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

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Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the County and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

(THIS SPACE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW)

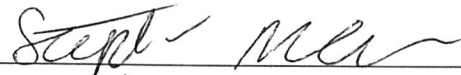
JOINT USE AGREEMENT
Between S. C. E., a corp. and
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Serial No.: 73252A
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COUNTY OF RIVERSIDE:

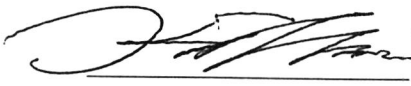
RECOMMENDED FOR APPROVAL:

 Dated: 9.12.23
Mark Lancaster
Director of Transportation

APPROVED AS TO FORM:
County Counsel

By: 
Stephanie Nelson
PRINTED NAME
Deputy County Counsel

APPROVAL BY THE BOARD OF
SUPERVISORS

 Dated: 9/26/23
KEVIN JEFFRIES
PRINTED NAME
Chairman, Riverside County Board of
Supervisors

ATTEST:

 Dated: 9/26/23
KIMBERLY RECTOR
Clerk of the Board
Deputy

**SOUTHERN CALIFORNIA EDISON
COMPANY, a corporation:**

_____ Dated: _____
Yvonne Ha
Real Estates & Facilities Sr. Specialist
Land Management – Eastern Region
Vegetation & Land Management

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } §

On September 26, 2023, before me, Breanna Smith, Board Assistant, personally appeared Kevin Jeffries, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kimberly A. Rector
Clerk of the Board of Supervisors

By: 
Deputy Clerk

(SEAL)

JOINT USE AGREEMENT
Between S. C. E., a corp. and
County of Riverside,
Serial No.: 73252A
V&LM File No.: JUA203939820
Affects SCE Document: 234086 & 266672

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State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____

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State of California

County of _____

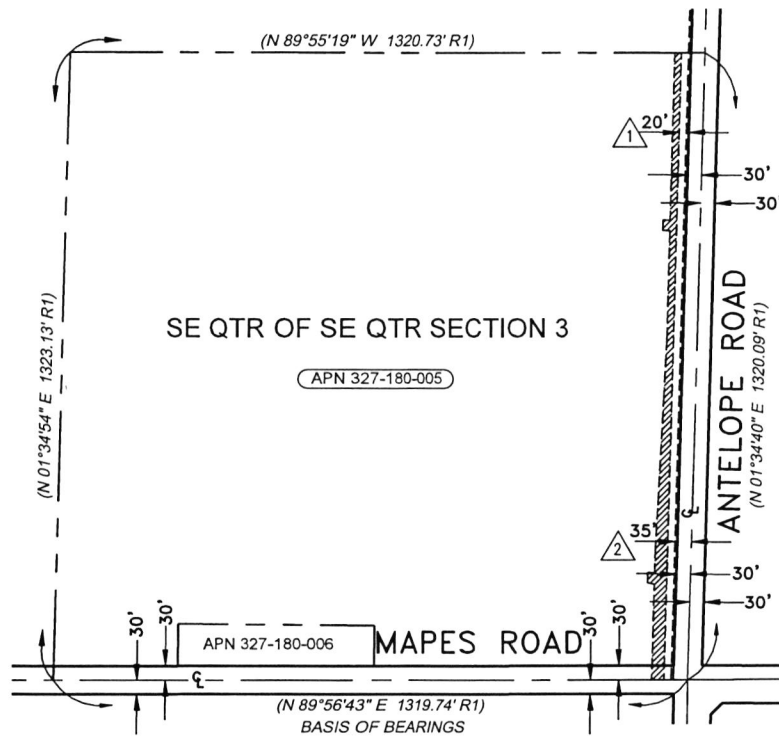
On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),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

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

WITNESS my hand and official seal.

Signature _____

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 5 SOUTH, RANGE 3 WEST,
SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA



NOTE:
SEE SHEET 2 OF 5 FOR LEGEND
AND ABBREVIATIONS, REFERENCES
NOTES, BASIS OF BEARINGS, LINE
TABLES AND SURVEYOR'S SEAL.
TOTAL AREA= 25.086 S.F. OR 0.58 AC.

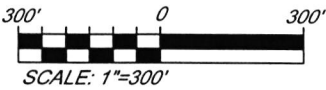


EXHIBIT "A" (SHEET 1 OF 5)

PROJECT NAME: VALLEY-BUNKER-CAJALCO 115KV				M.S.: 044-105
W.O. No.: 802061940	NOT. No.: 203939820	CITY: UNINCORPORATED AREA	COUNTY: RIVERSIDE	STATE: CA
SURVEYED BY: KWC ENGINEERS		SCE F.B. REF: N/A	DATE: 5/18/2022	
DRAWN BY: L. CANADA		MAP REF:	M.B. 404/86-91	
CHECKED BY: T. CASELDINE	TRES: S.FLORES	SERIAL NO. 73252A	FILE NAME: 1963-SCE 115KV.DWG	




THAT PORTION OF SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 5 SOUTH, RANGE 3 WEST,
SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA

LEGEND & ABBREVIATIONS

APN - ASSESSOR'S PARCEL NUMBER
 C.L. - CENTERLINE
 C.R. - CORNER RECORD
 FRACT. - FRACTIONAL
 INST. - INSTRUMENT
 M.B. - MAP BOOK
 M.M. - MISCELLANEOUS MAPS
 O.R. - OFFICIAL RECORDS
 P.M.B. - PARCEL MAP BOOK
 P.O.C. - POINT OF COMMENCEMENT
 RGE - RANGE
 ROW - RIGHT OF WAY
 R.S.B. - RECORD OF SURVEY BOOK
 S.B.M. - SAN BERNARDINO MERIDIAN
 SEC. - SECTION
 TWP - TOWNSHIP
 TPOB - TRUE POINT OF BEGINNING
 ☉ - CENTERLINE

APN -ASSESSOR'S PARCEL NUMBER

 -JOINT USE AGREEMENT
 TOTAL AREA=25,086 SQ FT
 OR 0.58 ACRES

BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF MAPES ROAD, BEING N89°56'43" E, AS SHOWN ON TRACT MAP No. 25901, FILED IN M.B. 405/86-91, RECORDS OF RIVERSIDE COUNTY.

EASEMENT NOTES:

① INDICATES AN EASEMENT, BEING 20' WIDE, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR UTILITY AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED OCTOBER 31, 1966 AS INST. NO. 106576 OF OFFICIAL RECORDS.

② INDICATES AN EASEMENT, BEING 35' WIDE, IN FAVOR OF THE NEVADA-CALIFORNIA ELECTRIC COMPANY FOR UTILITY AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED AUGUST 6, 1940 AS INST. NO. 2362, IN BOOK 470, PAGE 551, OF OFFICIAL RECORDS

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°56'43"W	50.02'
L2	S89°56'43"W	26.01'
L3	N78°53'06"W	15.21'
L4	N01°34'40"E	21.86'
L5	S88°29'11"E	15.00'
L6	N01°34'40"E	49.43'
L7	N88°29'11"W	15.00'
L8	N01°34'40"E	22.14'
L9	S88°29'11"E	15.00'
L10	S89°55'19"E	14.00'

REFERENCE NOTES:


() INDICATES RECORD OR CALC'D FROM RECORD, UNLESS NOTED OTHERWISE.

R1 INDICATES PER TRACT No. 25901, FILED IN BOOK 405, PAGES 86-91 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE RECORDER OF RIVERSIDE COUNTY

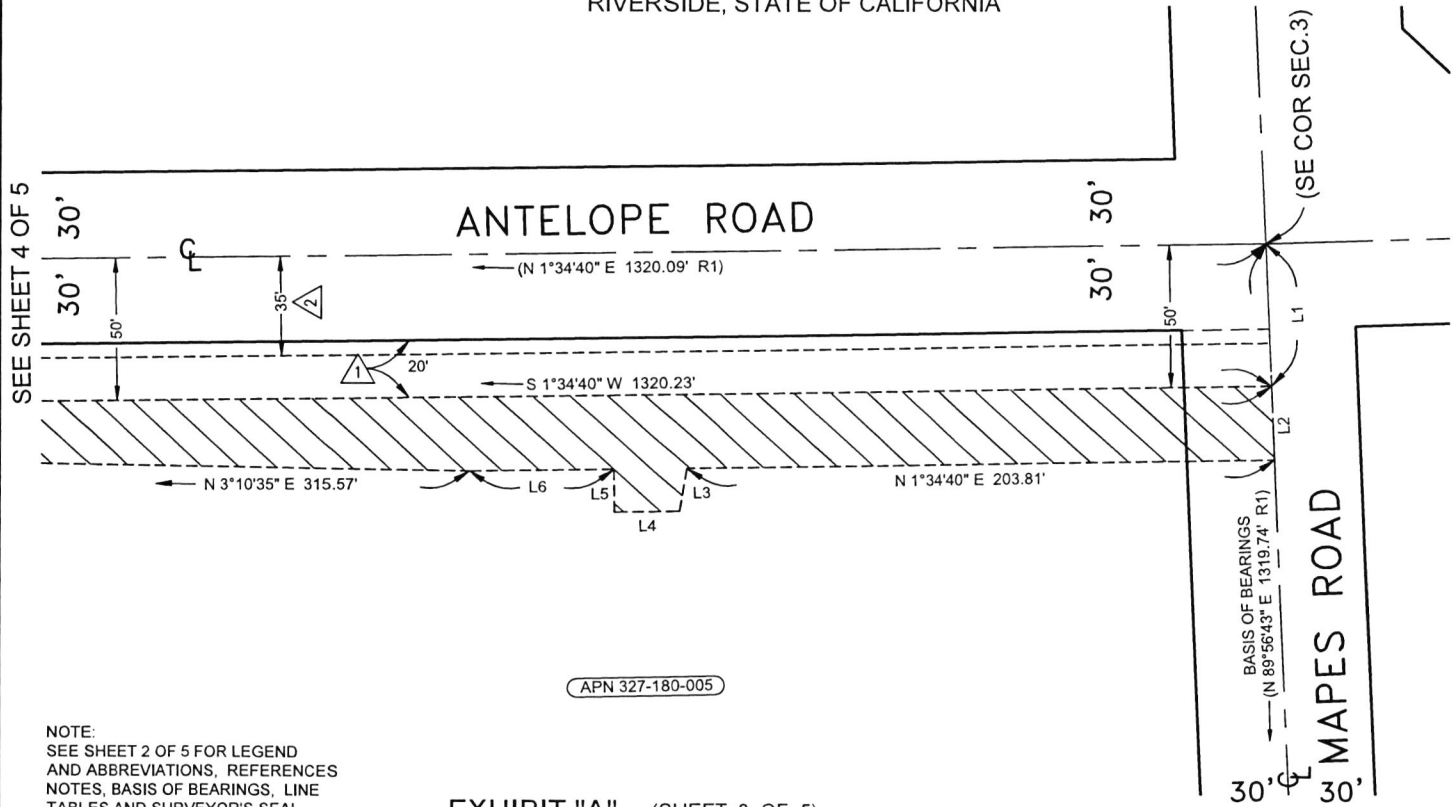
PREPARED UNDER THE SUPERVISION OF:



EXHIBIT "A" (SHEET 2 OF 5)

PROJECT NAME: VALLEY-BUNKER-CAJALCO 115KV				M.S.: 044-105
W.O. No.: 802061940	NOT. No.: 203939820	CITY: UNINCORPORATED AREA	COUNTY: RIVERSIDE	STATE: CA
SURVEYED BY: KWC ENGINEERS		SCE F.B. REF: N/A	DATE: 5/18/2022	 SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
DRAWN BY: L. CANADA		MAP REF: M.B. 404/86-91		
CHECKED BY: T. CASELDINE	TRES: S.FLORES	SERIAL NO. 73252A	FILE NAME: 1963-SCE 115KV.DWG	

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 5 SOUTH, RANGE 3 WEST,
SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA



APN 327-180-005

NOTE:
SEE SHEET 2 OF 5 FOR LEGEND
AND ABBREVIATIONS, REFERENCES
NOTES, BASIS OF BEARINGS, LINE
TABLES AND SURVEYOR'S SEAL.
TOTAL AREA= 25,086 S.F. OR 0.58 AC.

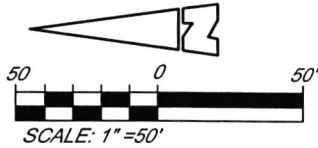
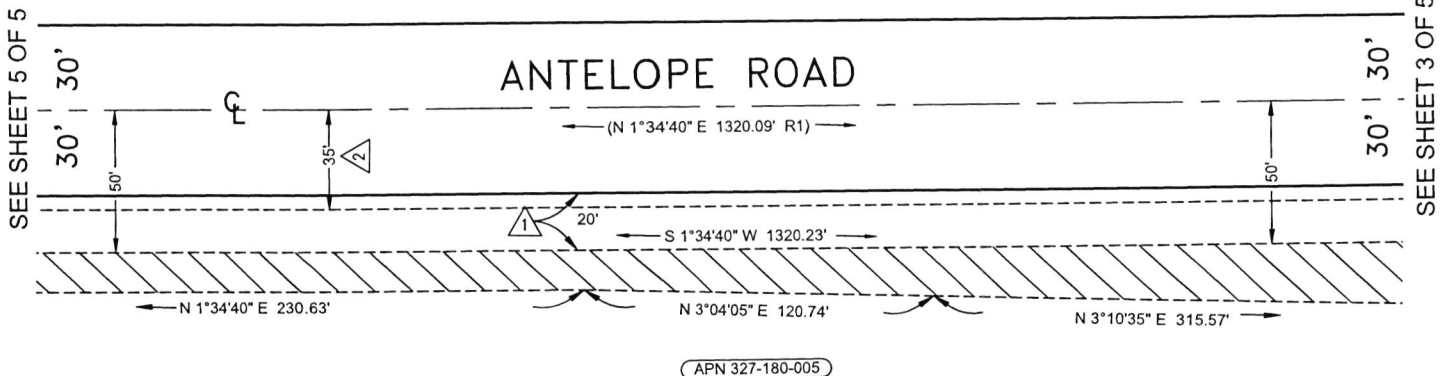


EXHIBIT "A" (SHEET 3 OF 5)

PROJECT NAME: VALLEY-BUNKER-CAJALCO 115KV			M.S.: 044-105	
W.O. No.: 802061940	NOT. No.: 203939820	CITY: UNINCORPORATED AREA	COUNTY: RIVERSIDE	STATE: CA
SURVEYED BY: KWC ENGINEERS		SCE F.B. REF: N/A	DATE: 5/18/2022	
DRAWN BY: L. CANADA		MAP REF:	M.B. 404/86-91	
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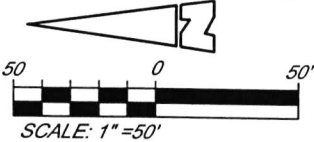
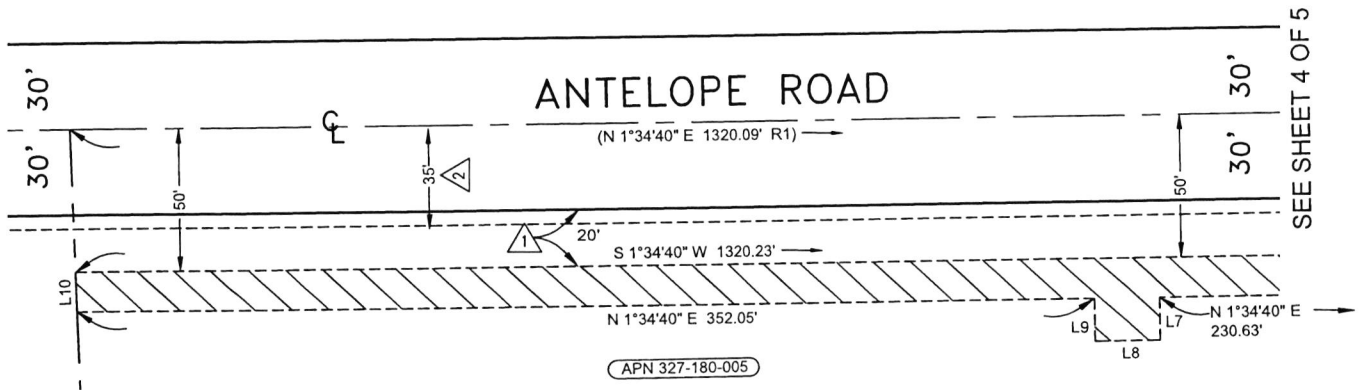


EXHIBIT "A" (SHEET 4 OF 5)

PROJECT NAME: VALLEY-BUNKER-CAJALCO 115KV				M.S.: 044-105
W.O. No.: 802061940	NOT. No.: 203939820	CITY: UNINCORPORATED AREA	COUNTY: RIVERSIDE	STATE: CA
SURVEYED BY: KWC ENGINEERS		SCE F.B. REF: N/A	DATE: 5/18/2022	
DRAWN BY: L. CANADA		MAP REF:	M.B. 404/86-91	
CHECKED BY: T. CASELDINE	TRES: S.FLORES	SERIAL NO. 73252A	FILE NAME: 1963-SCE 115KV.DWG	



THAT PORTION OF SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 5 SOUTH, RANGE 3 WEST,
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NOTE:
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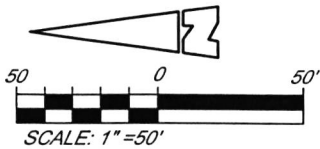


EXHIBIT "A" (SHEET 5 OF 5)

PROJECT NAME: VALLEY-BUNKER-CAJALCO 115KV				M.S.: 044-105
W.O. No.: 802061940	NOT. No.: 203939820	CITY: UNINCORPORATED AREA	COUNTY: RIVERSIDE	STATE: CA
SURVEYED BY: KWC ENGINEERS		SCE F.B. REF: N/A	DATE: 5/18/2022	
DRAWN BY: L. CANADA		MAP REF:	M.B. 404/86-91	
CHECKED BY: T. CASELDINE	TRES: S.FLORES	SERIAL NO. 73252A	FILE NAME: 1963-SCE 115KV.DWG	



1963 SCE ESMT Closure Report

Project: 2019-1963
SCE EASEMENT

Prepared by:
L Canada
KWC Engineering
1880 Compton Ave., Suite 100
Corona, CA 92881

Date: 5/24/2022 11:32:57 AM

Parcel Name: SCE Easement

North: 2,221,871.8259'

East: 6,281,497.6695'

Segment# 1: Line

Course: S1° 34' 40"W

Length: 1,320.23'

North: 2,220,552.0964'

East: 6,281,461.3183'

Segment# 2: Line

Course: S89° 56' 43"W

Length: 26.01'

North: 2,220,552.0716'

East: 6,281,435.3083'

Segment# 3: Line

Course: N1° 34' 40"E

Length: 203.81'

North: 2,220,755.8043'

East: 6,281,440.9200'

Segment# 4: Line

Course: N78° 53' 06"W

Length: 15.21'

North: 2,220,758.7365'

East: 6,281,425.9953'

Segment# 5: Line

Course: N1° 34' 40"E

Length: 21.86'

North: 2,220,780.5882'

East: 6,281,426.5972'

Segment# 6: Line

Course: S88° 29' 11"E

Length: 15.00'

North: 2,220,780.1920'

East: 6,281,441.5920'

Segment# 7: Line

Course: N1° 34' 40"E

Length: 49.43'

North: 2,220,829.6032'

East: 6,281,442.9530'

Segment# 8: Line

Course: N3° 10' 35"E

Length: 317.57'

North: 2,221,146.6854'

East: 6,281,460.5496'

Segment# 9: Line

Course: N3° 04' 05"E

Length: 120.74'

North: 2,221,267.2523' East: 6,281,467.0118'

Segment# 10: Line
Course: N1° 34' 40"E Length: 230.63'
North: 2,221,497.7949' East: 6,281,473.3620'

Segment# 11: Line
Course: N88° 29' 11"W Length: 15.00'
North: 2,221,498.1911' East: 6,281,458.3672'

Segment# 12: Line
Course: N1° 34' 40"E Length: 22.14'
North: 2,221,520.3227' East: 6,281,458.9768'

Segment# 13: Line
Course: S88° 29' 11"E Length: 15.00'
North: 2,221,519.9265' East: 6,281,473.9716'

Segment# 14: Line
Course: N1° 34' 40"E Length: 352.05'
North: 2,221,871.8430' East: 6,281,483.6649'

Segment# 15: Line
Course: S89° 55' 19"E Length: 14.01'
North: 2,221,871.8239' East: 6,281,497.6749'

Perimeter: 2,738.68' Area: 25,085.87Sq.Ft.
Error Closure: 0.0058 Course: S69° 51' 20"E
Error North: -0.00199 East: 0.00543

Precision 1: 472,187.93