

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24-237

SAP Number

Public Works

Department Contract Representative	Chris Nguyen, P.E. Engineering Manager
Telephone Number	(909) 387-7940
Contractor	Southern California Edison Company
Contractor Representative	Jennifer Farley
Telephone Number	(909) 586-1042
Contract Term	n/a
Original Contract Amount	n/a
Amendment Amount	n/a
Total Contract Amount	n/a
Cost Center	n/a

Briefly describe the general nature of the contract: *Southern California Edison Company and San Bernardino County to enter into Joint Use Agreement 73222A (Agreement) on Rancho Road, Hesperia area. This Agreement will give Southern California Edison the same rights for facilities in planned relocated positions they enjoyed prior to County acquiring additional Rancho Road right-of-way, and requesting power poles and other appurtenant facilities to be relocated. The County has borne the costs associated with the facility relocations and the work has been completed.*

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ *Aaron Gest*
Aaron Gest, Deputy County Counsel

Date 3/6/24

Reviewed for Contract Compliance

▶
Andy Silao, P.E.

Date

Reviewed/Approved by Department

▶
Noel Castillo, P.E., Director

Date

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT HIGH DESERT	WORK ORDER 802122105	SERIAL NO. 73222A	MAP SIZE 063-101	AFFECTS SCE DOCUMENTS 376163
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	FIM: 320-2178-1 & 320-2181-1 APN: 0357-561-09	APPROVED: VEGETATION & LAND MANAGEMENT	BY SF	DATE 09/06/2023	SCE LAW APPROVED: MR

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the SAN BERNARDINO COUNTY, a body corporate and politic 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 Grant of Easement recorded May 4, 1983 as Instrument No. 83-096814, of Official Records, in the Office of the San Bernardino County Recorders, hereinafter referred to as "Company's Easement"; and

WHEREAS County has acquired easement rights for street and highway purposes for the construction and/or improvement of Ranchero 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".

County hereby agrees to pay for the total direct and indirect costs incurred by Company for relocating its facilities from Company's easement and reconstructing the same in the new location,

including, but not limited to, the cost of acquiring any easements or rights of way over private property.

In consideration of the payment to Company of the cost of relocation as aforesaid, and upon acquisition of any and all easements over private property as may be required for the relocation of Company's facilities to the new location, 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 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. The Company shall apply for all necessary permits or permissions from the County. All permitting costs and application fees shall be waived by the 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. Permitting or permission from County for such rearrangement, relocation or reconstruction shall be required and County will (1) issue such permits or permissions gratis, (2) 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, (3) 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 (4) 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. County warrants that the County's rights to the new location will allow the Company to exercise all the rights granted by the Company's easement.

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.

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.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By 
Jennifer Farley
Real Estate & Facilities Sr. Specialist
Land Management - Eastern Region
Vegetation & Land Management

SAN BERNARDINO COUNTY, a body corporate
and politic of the State of California

By 
Name Dawn Rowe
Title Chair, Board of Supervisors

MAR 12 2024

By _____
Name _____
Title _____

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)

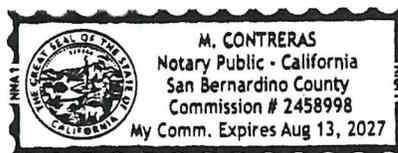
County of Los Angeles)

On February 13, 2024 before me, M. Contreras, a Notary Public, personally appeared Jennifer Farley, 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



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)

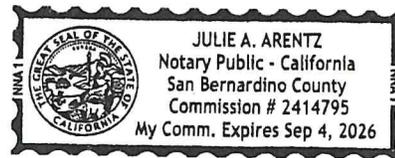
County of San Bernardino

On March 12, 2024 before me, Julie A. Arentz, a Notary Public, personally appeared Dawn M. Rowe, 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 Julie A. Arentz



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 _____)

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 RANCHERO ROAD IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

CROWN HEIGHTS LANE

OUTPOST CIRCLE

LOT 3

TRACT NO. 16272

M.B. 300 / 86 - 90

APN: 3039-541-09

LOT 22

TRACT NO. 15999-1

M.B. 284 / 33 - 36

APN: 3039-541-06

RANCHERO ROAD

N89°03'39"E

983.05'

50'

50'

50'

52' ULTIMATE ROW PER
R.S.B. 157/62-69

R.S.B.
100 | 34

GRANT DEED
19980326804, O.I.R.

APN: 357-561-09

LINE DATA:

L1 - S00°56'21"E 40.06'

N. 1/2 OF THE
NE. 1/4 OF THE
NE. 1/4 OF
SECTION 4
T. 3 N., R. 5 W.
S.B.M.

SEE "DETAIL" ON
SHEET 2 OF 2

NOTE:

SEE SHEET 2 OF 2 FOR LEGEND,
BASIS OF BEARINGS, "DETAIL"
AND SURVEYOR'S STATEMENT.



SCALE:
1" = 80'

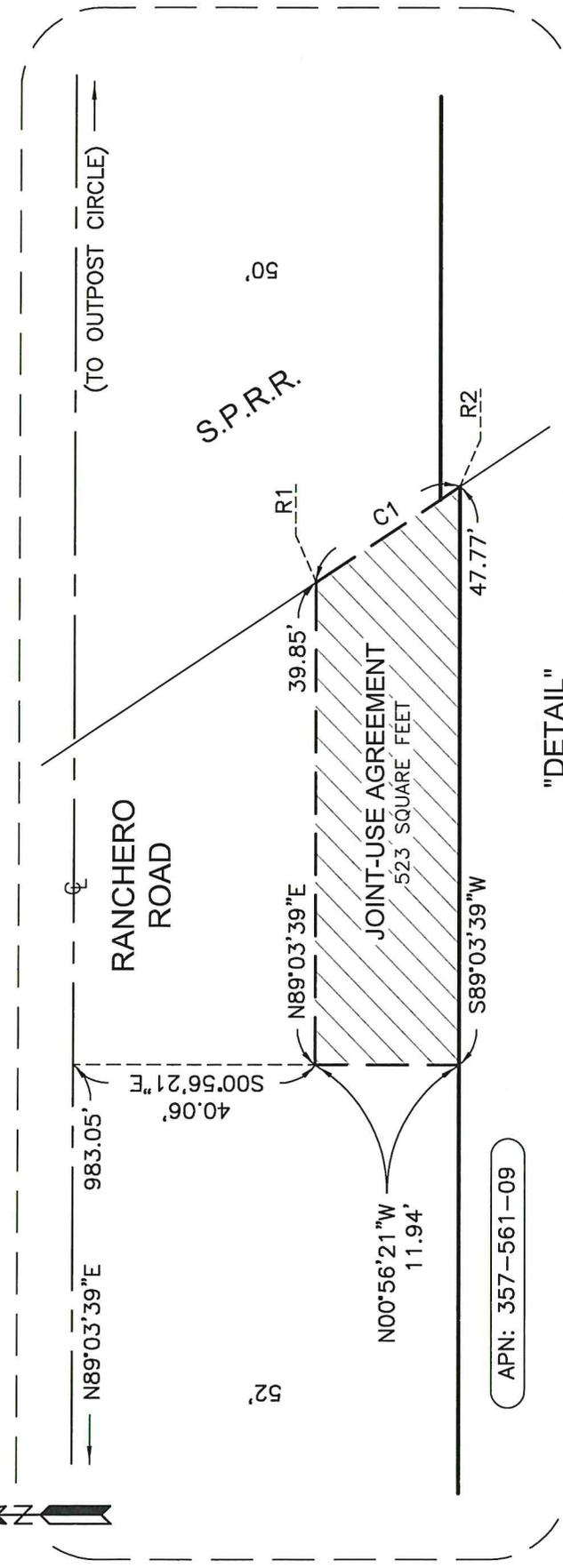
EXHIBIT "A"

(SHEET 1 OF 2)

3/22/23

W.O. NO.: 802122105	NOT. NO.: 204013655	MAP REF.: R.S.B. 100/34	SOUTHERN CALIFORNIA EDISON AN EDISON INTERNATIONAL Company
DRAWN BY: J. SHARP	CITY: UNINCORPORATED	COUNTY: SAN BERNARDINO	STATE: CA
CHECKED BY: R. FOREST	TRES: S. FLORES	SERIAL NO.: 73222A	FILE NAME: JUA 0357-561-09.DWG

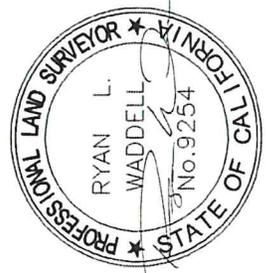
THAT PORTION OF RANCHERO ROAD IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.



"DETAIL"
NO SCALE

APN: 357-561-09

PREPARED FROM RECORD
DATA UNDER THE
SUPERVISION OF:



LINE & CURVE DATA:

- C1 - $\Delta = 00^{\circ}04'19''$
R = 11409.17'
L = 14.33'
- R1 - N55°29'09"E (RADIAL)
- R2 - N55°33'28"E (RADIAL)

LEGEND:

- APN - ASSESSOR'S PARCEL NUMBER
- M.B. - MAP BOOK
- O.R. - OFFICIAL RECORDS
- S.B.M. - SAN BERNARDINO MERIDIAN
- S.P.R.R. - SOUTHERN PACIFIC RAILROAD
- R. - RANGE
- ROW - RIGHT-OF-WAY
- R.S.B. - RECORD OF SURVEY BOOK
- T. - TOWNSHIP
- ☉ - CENTERLINE

BASIS OF BEARINGS:

THE BEARING OF N89°03'39"E ALONG THE CENTERLINE OF RANCHERO ROAD, PER TRACT NO. 16272, FILED IN M.B. 300/86-90, WAS USED AS THE BASIS OF BEARINGS FOR THIS EXHIBIT.

EXHIBIT "A"
(SHEET 2 OF 2)
3/22/23

W.O. NO.: 802122105	NOT. NO.: 204013655	MAP REF.: R.S.B. 100/34	
DRAWN BY: J. SHARP	CITY: UNINCORPORATED	COUNTY: SAN BERNARDINO	
CHECKED BY: R. FOREST	TRES: S. FLORES	SERIAL NO.: 73222A	FILE NAME: JUA 0357-561-09.DWG