

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

V&LM File No.: JUA204245242
Serial No.: 73501A
Affects SCE Doc's. 416101, 416294 & 472619
Service Order: 802311414

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 CITY OF MURRIETA, 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:

Those certain document rights, known as Aerial Grant of Easement, recorded October 18, 1989, as Instrument No. 361398 and Grant of Easement recorded May 22, 1990, as Instrument No. 187178 and Joint Use Agreement recorded July 29, 2002, as Instrument No. 2002-413824, all of Official Records, hereinafter referred to as "Company's Easements"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Nutmeg Street 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, is hereby 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".

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Murrieta
Serial No.: 73501A
V&LM FILE No.: JUA204245242

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.

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 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 City 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 City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, 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 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 easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City'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 City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City 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. City 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 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.

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Murrieta
Serial No.: 73501A
V&LM FILE No.: JUA204245242

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 City 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 _____
Yvonne Ha
Real Estate & Facilities Sr. Specialist
Land Management – Eastern Region
Vegetation & Land Management

CITY OF MURRIETA, a municipal corporation

By: _____
Name: Lori Stone
Title: Mayor

Attest: _____
Name: _____
Title: _____

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Murrieta
Serial No.: 73501A
V&LM FILE No.: JUA204245242

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 _____

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Murrieta
Serial No.: 73501A
V&LM FILE No.: JUA204245242

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 _____

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 _____

L:\2018\18-946 Pacific West Nutmeg Murrieta\Ex\Joint Use Agreement\18-946exh104 - Joint Use.dwg; Jul 18, 2024 - 8:56am

WASHINGTON AVENUE

44'
N43°01'30"W 922.97'
(BASIS OF BEARINGS)

55' WASHINGTON AVENUE (VACATED)
PER RESOLUTION NO. 22-4615
REC. 01/11/2023
DOC. NO. 2023-0007740, O.R.
EXISTING EDISON EASEMENT

REC. 5/22/1990
DOC. NO. 187178, O.R.
SCE REF# DOC 416294
AND EXISTING EDISON EASEMENT
REC. 10/18/1989
DOC. NO. 361398, O.R.
SCE REF# DOC 416101

NUTMEG STREET
PER OFFER OF DEDICATION
REC. 05/09/2002
DOC. NO. 2002-243192, O.R.

(PORTION)
PARCEL MAP NO. 5730
P.M.B. 12/31

TEMECULA LAND AND WATER COMPANY
TEMECULA RANCH
M.B. 8/359
(PORTION)

EXISTING EDISON EASEMENT
REC. 02/05/1946
INST. NO. 468, BK 707 PG 466, O.R.
NO WIDTH PROVIDED - 31 FEET NORTH OF OLD NUTMEG CL
SCE REF# DOC 235398

EXISTING EDISON EASEMENT
REC. 05/22/1990
DOC. NO. 187178, O.R.
SCE REF# DOC 416294

NUTMEG JOINT USE AGREEMENT
(0.164 AC.±)

OLD NUTMEG CL

10'
10'
5'
5'
N49°29'19"E 205.98'
EXISTING EDISON EASEMENT
REC. 5/22/1990
DOC. NO. 187178, O.R.
SCE REF# DOC 416294

NUTMEG STREET
PER JUDGEMENT AND FINAL
ORDER OF CONDEMNATION
REC. 02/02/2004
DOC. NO. 2004-0073098
SCE REF# DOC JUA 472619

N44°22'01"E 228.66'

10'
5'
5'
197.22'
N68°27'46"E 88'
44'
44'

STREET

SCALE: 1"=80'

DATE: 07/18/2024

J/N: 18-946

DRAWN BY: JWJ

SCALE: 1"=80'

SHEET 1 OF 1



7/18/2024

JOINT USE AGREEMENT
SERIAL NO. 73501A

MURRIETA, CALIFORNIA

DLDR Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
(714) 685-6860

LINE LEGEND

	JOINT USE AREA
	CENTER LINE
	RIGHT-OF-WAY LINE
	UNDERLYING LOT LINE
	EASEMENT