



REPORT TO CITY COUNCIL

DATE: DECEMBER 14, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER 

SUBJECT: REQUEST TO APPROVE JOINT USE AGREEMENT AND GRANT OF EASEMENT WITH SOUTHERN CALIFORNIA EDISON FOR UTILITY RELOCATION ON ROADSIDE DRIVE

On December 3, 2015, the Planning Commission approved Site Plan/Architectural Case No. 14-SPR-003, Oak Tree Permit No. 14-OTP-016, Vesting Tentative Parcel Map No. 73266, and Variance Case No. 14-VAR-003 for the Agoura Park Project (Rosenheim & Associates for Selleck Development Group, Inc.), allowing for the development of a new 45,000 square-foot, two-story fitness facility building; and a 4,000 square-foot, one-story retail/fast service restaurant building, located at 29431 and 29439 Agoura Road, on the west side of Roadside Road. As part of the project's conditions of approval, the applicant was required to seek approval from the Los Angeles County Fire Department (LACFD) and Southern California Edison (SCE) to build the fitness facility building underneath existing power lines crossing diagonally from Roadside Road to an existing pole located north of the applicant's project site.

Due to concerns regarding the safety of fire fighters, LACFD staff determined the power lines could not remain in their current location per Section 316 of the Los Angeles Fire Code, which prohibits power lines over a structure. In addition, SCE will not approve the building to be constructed within their easement. Because approvals could not be obtained from LACFD and SCE, the applicant is responsible for all plans, construction, and fees related to the relocation of the power lines and any associated electrical appurtenances.

The proposed relocation of the power lines and poles have been reviewed and approved by SCE and the Director of Public Works. In order for SCE to proceed with the relocation, easements must be established and recorded over the new alignment. Attached for your consideration is a Joint Use Agreement (JUA) and a Grant of Easement. The JUA will establish a new easement for the power lines crossing Roadside Drive to a new pole east of Roadside Road, abutting the Caltrans fence. The Grant of Easement will establish an easement for the relocated power lines over the portion of Roadside Drive right-of-way proposed to be vacated by the City, to the existing pole north of the applicant's project site.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the Joint Use Agreement and Grant of Easement with Southern California Edison for utility relocation on Roadside Drive.
2. Authorize the Mayor to sign the Joint Use Agreement and Grant of Easement on behalf of the City Council.
3. Direct the City Clerk to return signed document to Southern California Edison for their processing.

Attachments: Joint Use Agreement
Grant of Easement

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 & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RP File No. JUA203370343
Serial No. 71305A
Affects SCE DOC. 512482
Service Order: 801529403

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 AGOURA HILLS, a California municipal corporation of the State of California, hereinafter called "City",

WITNESSETH:

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:

A Grant of Easement from Beatrice Keylon, who acquired title as Beatrice Arnold, and Bill F. Keylon, her husband to Southern California Edison Company, a corporation, dated May 5, 1950, recorded October 4, 1950, as Instrument No. 1345, in Book 34472, Page 348, of Official Records, in the Office of the County Recorder of said County, 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 Roadside Drive in said City, County of Los Angeles, State of California, hereinafter referred to as "street right of way", as more particularly described in the Exhibit "A", attached hereto, and hereby made a part hereof which said street right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said street 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 street right of way, be, and it hereby is, changed to the strip of land within said street right of way, hereinafter referred to as "new location", and shown and designated as "area in Joint Use Agreement" on said print marked "Exhibit B".

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
City of Agoura Hills
Serial 71305A
RP FILE: JUA203370343

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 street 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 street 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 street 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 street 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 street 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

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
City of Agoura Hills
Serial 71305A
RP FILE: JUA203370343

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.

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 street 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 _____
AMY BIAMONTE
Land Services Agent
Land Management Division
Real Properties Department

CITY OF AGOURA HILLS, a California
municipal corporation

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
City of Agoura Hills
Serial 71305A
RP FILE: JUA203370343

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
City of Agoura Hills
Serial 71305A
RP FILE: JUA203370343

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
City of Agoura Hills
Serial 71305A
RP FILE: JUA203370343

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 _____

Exhibit "A"
Legal Description
SER 71305A

That portion of Parcel 4, in the County of Los Angeles, State of California, as per Licensed Surveyors Map filed in Book 15 pages 8 and 9 of Records of Survey, in the Office of the County Recorder of said County, lying within the following described strips of land:

Parcel 1

An area for joint use for poles and towers included within a strip of land, 25 feet wide, lying 12.5 feet on each side of the following described line:

Commencing at a point in the North line of Agoura Road, 80 feet wide, as shown on Parcel Map No. 7404 recorded in Book 144 Pages 34 to 35, in the County of Los Angeles, State of California, said point being the most Westerly property corner of Parcel 2 of said Parcel Map No. 7404; thence North 19°03'30" East, 303.58 feet along the Westerly line of said Parcel 2 to a point, said Westerly line being the Basis of Bearings for this Legal Description and last said point being the intersection of the centerline of that certain Grant of Easement to Southern California Edison recorded in Book 34472 page 348 O.R.; thence leaving said Westerly property line along said centerline of Grant of Easement, North 19°26'26" West, 73.71 feet; thence leaving said centerline of Grant of Easement, North 34°39'23" West, 176.35 feet; thence North 19°39'07" East, 224.00 feet to the Southerly Right of Way of Roadside Drive as shown on Caltrans Right of Way Map No. F 2217.2-5 and the **TRUE POINT of BEGINNING**; thence continuing along the last mentioned course North 19°39'07" East, 56.94 to a point designated "A" for the purpose of this description, said point being on the Northerly line of Roadside Drive as per Caltrans Map No. FM21558-1.

The sidelines of said strip shall be prolonged or shortened so as to begin at the Southerly Right of Way of said Roadside Drive and the Easterly Right of Way of Roadside Road as described by Instrument No. 05-3006991 O.R. and terminate at the Northerly line of Roadside Drive.

Contains 1,453 Square Feet or 0.03 Acres, more or less.

Exhibit "A"
Legal Description
(continued)

Parcel 2

An area for joint use for guy wires and poles included within a strip of land described as follows:

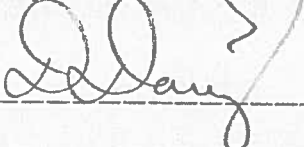
Beginning at said Point "A"; thence North $80^{\circ}45'51''$ West, 57.31 feet along said Northerly line of Roadside Drive; Thence leaving last said Northerly line, South $70^{\circ}43'43''$ West, 13.97 feet to the beginning of a tangent curve having a radius of 37.00 feet, concaved to the southeast; Thence southwest along said curve through a central angle of $38^{\circ}57'15''$ for a distance of 25.16 feet to the point of cusp, said point being on a line parallel with and distant southerly 25 feet, measured at right angles from the said Northerly line of Roadside Drive; Thence along last said line South $80^{\circ}45'51''$ East, 81.51 feet to the centerline of said Parcel 1; Thence along said centerline North $19^{\circ}39'07''$ East, 25.42 feet to said Point "A".

Excepting any portion lying within Parcel 1 of this legal description.

Contains 1,510 Square Feet or 0.03 Acres, more or less.

All found Monuments, Basis of Bearings, Course, Etc. are as shown on Exhibit "B" attached herewith and made a part hereof.



Prepared by me or under my direction

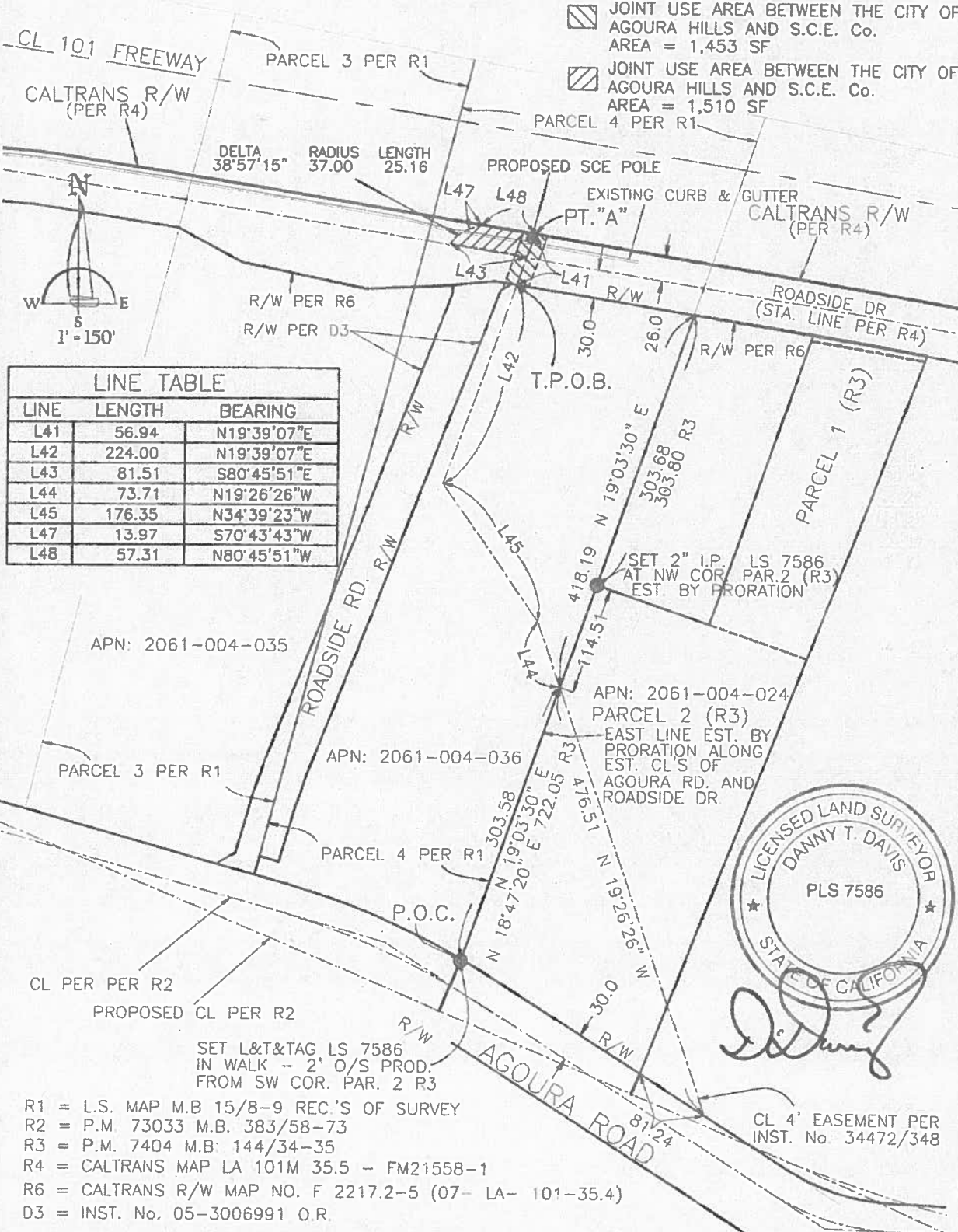

Date 9-14-16

Danny T. Davis, PLS No. 7586

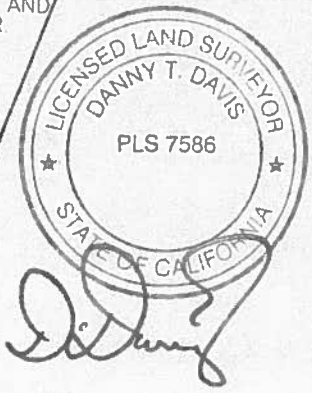
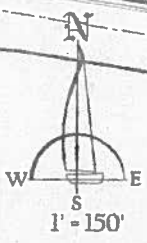


EXHIBIT "B"

-  JOINT USE AREA BETWEEN THE CITY OF AGOURA HILLS AND S.C.E. Co. AREA = 1,453 SF
-  JOINT USE AREA BETWEEN THE CITY OF AGOURA HILLS AND S.C.E. Co. AREA = 1,510 SF



LINE TABLE		
LINE	LENGTH	BEARING
L41	56.94	N19°39'07"E
L42	224.00	N19°39'07"E
L43	81.51	S80°45'51"E
L44	73.71	N19°26'26"W
L45	176.35	N34°39'23"W
L47	13.97	S70°43'43"W
L48	57.31	N80°45'51"W



- R1 = L.S. MAP M.B 15/8-9 REC.'S OF SURVEY
- R2 = P.M. 73033 M.B. 383/58-73
- R3 = P.M. 7404 M.B. 144/34-35
- R4 = CALTRANS MAP LA 101M 35.5 - FM21558-1
- R6 = CALTRANS R/W MAP NO. F 2217.2-5 (07- LA- 101-35.4)
- D3 = INST. No. 05-3006991 O.R.