

*STAFF REPORT*

DATE: January 17, 2007

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF A JOINT USE AGREEMENT WITH SAN DIEGO GAS & ELECTRIC AFFECTING A PORTION OF RANCHO DEL ORO DRIVE AND OCEAN RANCH BOULEVARD**

SYNOPSIS

Staff recommends that the City Council approve a Joint Use Agreement with San Diego Gas & Electric, at no cost to the City, for the joint use of areas in common to both San Diego Gas & Electric and the City for the construction, operation and maintenance of facilities affecting a portion of Rancho del Oro Drive and Ocean Ranch Boulevard; and authorize the Mayor to execute the document.

BACKGROUND

The City has an existing easement for public street purposes over Ocean Ranch Boulevard and a portion of Rancho del Oro Drive where the two streets intersect. San Diego Gas & Electric ("SDG&E") has an easement for the placement of its 69KV electrical transmission line, including the placement of facilities related thereto ("69KV Line") along Rancho del Oro Drive and over Ocean Ranch Boulevard where the streets intersect. A portion of the SDG&E 69KV Line, as completed, was not within the SDG&E easement at said location and conversely a portion of Rancho del Oro Drive and Ocean Ranch Boulevard, as completed, also ended up traversing the SDG&E 69KV Line.

ANALYSIS

In lieu of a rededication of the SDG&E easement SDG&E requested a Joint Use Agreement ("JUA") with the City. The JUA provides for the joint use by both parties for the construction, operation and maintenance of each respective party's facilities of an area in common affecting a portion of Rancho del Oro Drive and Ocean Ranch Boulevard where the streets intersect. Staff has reviewed SDG&E's request and the terms and conditions of a JUA have been agreed upon. A copy of the JUA is attached as Exhibit A. City Council approval and authorization is needed in order to enter into the proposed JUA for the construction, operation and maintenance of each respective party's facilities. Staff recommends that the City Council approve the JUA and authorize the Mayor to execute the document.

FISCAL IMPACT

There is no fiscal impact. This action does not adversely affect the City's budget.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a Joint Use Agreement with San Diego Gas & Electric, at no cost to the City, for the joint use of areas in common to both San Diego Gas & Electric and the City for the construction, operation and maintenance of facilities affecting a portion of Rancho del Oro Drive and Ocean Ranch Boulevard; and authorize the Mayor to execute the document.

PREPARED BY:



Douglas E. Eddow
Real Property Manager

SUBMITTED BY:



Barry E. Martin
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Interim Deputy City Manager

Peter A. Weiss, Public Works Director



Recording Requested by
City of Oceanside

When recorded, mail to:

San Diego Gas & Electric Company
8335 Century Park Court, CP11D
San Diego, CA 92123
Attn: Michael Williams

SPACE ABOVE FOR RECORDER'S USE

**THE UNDERSIGNED DECLARES
CONSIDERATION IS LESS THAN
\$100 AND TRANSFER TAX IS NONE.**

JOINT USE AGREEMENT

THIS AGREEMENT is dated **January 17, 2007** ("Agreement") and is entered into by and between SAN DIEGO GAS & ELECTRIC COMPANY ("SDG&E"), a California corporation, and THE CITY OF OCEANSIDE ("CITY"), a municipal corporation, regarding the following facts:

- A. SDG&E is engaged in the business of transmitting and distributing gas and electricity within the City of Oceanside, County of San Diego, State of California, and has facilities for such purposes located in, upon, over, under, and across certain property granted to SDG&E per documents Recorded May 5, 2006 as Document No. 2006-0318802; Recorded May 5, 2006 as Document No. 2006-0318803; and Recorded June 23, 2006 as Document No. 2006-0445032, all of Official Records ("SDG&E Easement No. 81404, 81405, & 81406"); and
- B. CITY has acquired, easements for public street purposes in, upon, over and across the real property described in Exhibit "A", which is attached hereto and by this reference made a part hereof. City intends to construct, operate and maintain a dedicated public street the location of which is shown on Exhibit "B" attached hereto and made a part hereof. The location of the proposed street will traverse the SDG&E Easement. The portion of the proposed street that will traverse the SDG&E Easement shall be referenced to in this Agreement as the "Property"; and

- C. The street dedication referred hereto is shown on Ocean Ranch – Phase 2C according to Map No. 14867, recorded August 31, 2004 as File No. 2004-0830401 of O.R., a copy of which is on file in the office of the City Engineer of the City of Oceanside; and
- D. CITY and SDG&E desire to provide for the joint use of the area in common to both the SDG&E easement and right-of-way and the CITY's dedicated street right-of-way for the construction, operation, and maintenance of both parties' facilities in, over, under, and across the aforesaid common area.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

In lieu of dedication, SDG&E hereby consents to a public street being constructed and maintained over, upon and across that portion of SDG&E's the Property for the proposed public street subject to the following:

- (a) If the future use or alteration of the Property by the CITY for streets, or any other public improvement whatsoever, requires the rearrangement, relocation or reconstruction of any of SDG&E's facilities or requires the acquisition of additional property easements, or both, the rearrangement, relocation or reconstruction of the facilities shall be performed by SDG&E, or by any other party with the consent of SDG&E, but at the sole cost and expense of the City. CITY shall acquire any additional property easements required to accommodate the public street, at CITY's sole cost and expense.
- (b) If SDG&E's future use of its easement or the Property requires the rearrangement, relocation, or reconstruction of the CITY's public improvements on the Property, the same shall be performed by SDG&E, or by any other party with the consent of SDG&E, at SDG&E's sole cost and expense.
- (c) No use of the Property by either SDG&E or the City shall permanently interrupt the use or operation of the other party's facilities; uses of the Property by either party which temporarily interfere with the other party's use will be made only when reasonably necessary and will be terminated as soon as the necessity no longer exists.
- (d) SDG&E retains the right to review and approve the specific locations of all facilities on the Property to avoid conflicts with existing and future SDG&E

facilities. Such approvals shall be granted by SDG&E's "Letter of Permission for Grading and Construction of Improvements" and those approvals shall not be unreasonably withheld. The City Engineer shall have the authority to execute all necessary and appropriate documents to carry out the intent of this agreement.

- (e) If the CITY hereafter vacates, in whole or in part, the Property, the CITY shall, in the vacation proceedings, reserve rights to SDG&E.
- (f) Except as expressly herein set forth, this Agreement shall not in any way alter, modify, or terminate any of the CITY's rights in the Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.

SAN DIEGO GAS & ELECTRIC CO.,
a California corporation

By: _____
Jorge M. DaSilva, Manager
Land Management

EXECUTED by the CITY this _____
day of _____, 200__.

CITY OF OCEANSIDE,
a Municipal Corporation

By: _____
Jim Wood, Mayor

ATTEST:

By: _____
Barbara Riegel Wayne, City Clerk

APPROVED as to form:

By: John Mullen, ASST.
for John Mullen, City Attorney

DRAWN BY: M. Williams
DATE: November 21, 2005, revised December 13, 2006
R/W NO.: 81404, 81405, & 81406
LOCATION: Rancho Del Oro Dr. & Ocean Ranch Blvd.

EXHIBIT "A"

LEGAL DESCRIPTION
Joint Use Agreement

That portion of Rancho Del Oro and Ocean Ranch Boulevard dedicated to the public use in Ocean Ranch – Phase 2C in the City of Oceanside, State of California, according to Map thereof No. 14867 recorded on August 31, 2004 as File No. 2004-0830401 of Official Records, more particularly described as follows:

Commencing at a 2 inch iron pipe with tack and disc stamped "LS 4695" on the Northeasterly boundary of said Rancho Del Oro and marking the Southwest corner of Lot 12 of said Map 14867, said pipe bears South 30°15'44" East, 371.91 feet from a ¾ inch iron pipe with tack and disc stamped "LS 4695" on said Northeasterly boundary of Rancho Del Oro and the Easterly boundary of said Ocean Ranch Boulevard (Record calculated South 30°15'44" East, 371.92 feet), said 2" pipe being on a curve concave Southwesterly having a radius of 1867.00 feet and to which a radial bears North 65°27'15" East, thence Northwesterly 93.94 feet along said curve through a central angle of 02°52'58" to the TRUE POINT OF BEGINNING; thence continuing Northwesterly along said curve and Northeasterly boundary of Rancho Del Oro, 202.86 feet; thence North 37°20'21" West, 218.62 feet to a point on the Northwesterly boundary of said Ocean Ranch Boulevard, said point being on a curve concave Northerly having a radius of 25.00 feet and to which a radial bears South 03°00'08" West; thence Westerly and Northwesterly 20.10 feet along said curve, along said Northwesterly boundary of Ocean Ranch Boulevard, and along the Northeasterly boundary of said Rancho Del Oro, through a central angle of 46°04'32" to a point of reverse curve concave Southwesterly having a radius of 1858.00 feet and to which a radial bears North 49°04'40" East; thence Northwesterly 162.38 feet along said curve and said Northeasterly boundary of Rancho Del Oro through a central angle of 05°00'27"; thence leaving said curve and said Northeasterly boundary of Rancho Del Oro, South 39°26'18" East, 54.06 feet; thence South 37°20'20" East, 544.83 feet to the True Point of Beginning.

All as shown on the Exhibit "B" attached hereto and made a part hereof.

Prepared By:

Nolte Associates, Inc.


James M. Hart, L.S. 8023 Date 01 Nov 2005



