

JOINT USE AGREEMENT

This Agreement, entered into this _____ day of _____, 20__ by and between the City of Chula Vista, a municipal corporation, hereinafter "CITY", and <Name of Entity>, hereinafter "<ENTITY>".

WHEREAS, <ENTITY> is the owner of the following described easement recorded on _____ as Document No. _____ in the Official Records of the San Diego County Recorder and described as follows:

_____;

and,

WHEREAS, CITY is accepting certain easements which may extend across and through portions of the above-described <ENTITY> easement; and,

WHEREAS, CITY and <ENTITY> desire to enter into this Agreement to provide for the rights and obligations of each of the parties in their joint use of the areas common to their respective easements.

NOW, THEREFORE, CITY AND <ENTITY> agree as follows:

1. In the event that the future use or alteration of said easement by CITY shall at any time necessitate a rearrangement, relocation, or reconstruction of <ENTITY's> public improvements, the same shall be performed at the cost of CITY, and if the acquisition of additional required easements or property pursuant thereto is required, the same shall be obtained by CITY in form satisfactory to <ENTITY>, or by <ENTITY> with written consent of CITY, at the cost of CITY.
2. In the event that the future use or alteration of said easement by <ENTITY> shall at any time necessitate a rearrangement, relocation, or reconstruction of CITY's public improvements, the same shall be performed at the cost of <ENTITY>, and if the acquisition of additional required easements or property pursuant thereto is required, the same shall be obtained by <ENTITY> in form satisfactory to CITY, or by CITY with written consent of <ENTITY>, at the cost of <ENTITY>.
3. All uses of said easement area by either party shall be such as will not permanently interrupt the use or operation of the facilities therein of the other party. Uses of said areas by either party which temporarily interfere with the use or operation of the facilities therein of the other party will be made only when reasonable necessary and will be promptly terminated as soon as the necessity therefore no longer exists.

4. If the CITY or <ENTITY> shall hereafter vacate or abandon, in whole or in part, said easements or properties the CITY or <ENTITY> shall, in the vacation or abandonment proceedings, reserve to the other all rights owned by it prior to the execution of this certification.

5. Neither <ENTITY> or CITY will claim or assert any prior rights over the described easement.

6. This Agreement shall insure to the benefit of, and be binding upon, the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written by their properly authorized officials.

CITY OF CHULA VISTA

By _____
Signature Title

<ENTITY>

By _____
Signature Title

City Acknowledgment Certificate Attached Herewith

JOINT USE AGREEMENT

City of Chula Vista Acknowledgment Certificate

City of Chula Vista, a municipal corporation, hereinafter "CITY", and <Name of Entity>, owner of an easement recorded on _____ as Document No. _____, and <Name of Entity>, owner of an easement recorded on _____ as Document No. _____, hereinafter <ENTITY>, desire to enter into this Agreement to provide for the rights and obligations of each of the parties in their joint use of the public street areas as indicated on Map No. _____.

CITY and <ENTITY> agree as follows:

a. Construction by CITY

In the event that the future use or alteration of said areas by CITY for streets or highway purposes or improvements incidental thereto shall at any time necessitate a rearrangement, relocation, or reconstruction of any of <ENTITY'S> facilities, the work shall be performed by <ENTITY> and the CITY shall pay the cost thereof; if acquisition of additional easements or property is required, said easements or property shall be obtained by CITY in a form satisfactory to <ENTITY>, or by <ENTITY> with the written consent of CITY, and CITY shall pay the costs thereof.

b. Construction by <ENTITY>

In the event that the future use or alteration of said areas by <ENTITY> for utility purposes or improvements incidental thereto shall at any time necessitate a rearrangement, relocation, or reconstruction of any of CITY street or highway or public improvements incidental thereto, the work shall be performed by CITY, or other person authorized by CITY, and <ENTITY> shall pay the cost thereof; if acquisition of additional easements or property is required, said easements or property shall be obtained by <ENTITY> in a form satisfactory to CITY with the written consent of <ENTITY>, and <ENTITY> shall pay the costs thereof.

c. Road Work

<ENTITY> shall at its own expense, comply with all permit and safety requirements of State law and CITY ordinance when working within CITY rights-of-way subject to this Agreement.

d. <ENTITY> Facility Adjustments

<ENTITY> shall, at its own expense, perform maintenance and minor adjustment work on <ENTITY'S> facilities necessitated by resurfacing, resealing, or similar road maintenance operations.

e. Determination of Cost

The parties shall cooperate in the rearrangement, relocation, and reconstruction of streets and highways and facilities therein. Prior to one party undertaking any work, or acquiring any easement or property, as to which the other must pay the cost, the party responsible for the cost shall be given reasonable notice of the time and extent of the proposed work, and estimated cost thereof, and a copy of the plans and specifications for the project. If the work is to be performed by private contractors pursuant to public bidding, separate quotations shall be obtained, if it is reasonable and feasible to do so, for the work to be paid by each party. If the work is to be performed by forces of a party, the amount of reimbursement from the other party shall be determined in accordance with generally accepted accounting principles and shall include a reasonable sum for overhead and administration.

f. Senior Rights

Neither <ENTITY> nor CITY shall claim or assert any rights against the other over or in such streets and highways, notwithstanding any interests or rights that each might otherwise have as a result of any charter, statute, contract, conveyance, or by operation of law, unless this Agreement is determined by a court of competent jurisdiction to be invalid or is otherwise terminated. Except as herein set forth, this Agreement shall not, in any way, alter, modify, or terminate any of <ENTITY's> prior rights in said areas.

g. Vacation or Abandonment

CITY shall, in vacation or abandonment proceedings, make a determination that the public convenience and necessity require the reservation and exception of easements and rights-of-way for such facilities of <ENTITY>, and such reservation and exception shall be recited in the resolution of vacation for all rights acquired by <ENTITY>.

h. Cooperation

The parties shall cooperate in the use of streets and highways in which <ENTITY> has facilities. Neither CITY nor <ENTITY> shall permanently interrupt the use or operation of such streets and highways or of the facilities of each therein. Any use of CITY streets and highways by either CITY or <ENTITY> which temporarily interferes with the use or operation of facilities therein by the other party shall be made only when necessary, and such interferences shall be terminated as soon as the necessity therefore no longer exists.

I. Responsibility of Parties

During the course of any rearrangement, relocation, or reconstruction, each party shall be responsible for actions and omissions. To the extent permitted by law, each shall indemnify and hold harmless the other from any and all claims, injuries, losses, and damages suffered or incurred by the other as a result of such actions or omissions.

j. Successors and Assigns

This Agreement shall be for the benefit of, and be binding upon, the successors and assigns of each party.

CITY OF CHULA VISTA

By _____
Signature

Title

<ENTITY>

By _____
Signature

Title