

RECORDING REQUEST BY

AT&T CORP.

WHEN RECORDED MAIL TO:

ATTN: LUIS ORTEGA
AT&T Corp.
3450 Riverwood Parkway SE, Rm.162
Atlanta, GA 30339

• COUNTY OF TULARE

Space above this line for Recorder's Use

JOINT USE AGREEMENT

RW-13-1 (REV 12/2018)

DISTRICT	COUNTY	ROUTE	POST MILE	JUA NO.
6	Tulare	99	30.6/35.2	88381-1

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between AT&T CORP. (LEGACY AT&T), a New York Corporation, hereinafter called "Owner" and the COUNTY OF TULARE, a political subdivision of the State of California, hereinafter called "County."

WITNESSETH

WHEREAS, Owner is in possession of certain rights of way and easements, hereinafter referred to as "Owner's easement," and described as:

SEE EXHIBIT "A", 88381-1

WHEREAS, County has acquired certain lands for street and highway purposes for the construction and/or improvement of Tagus 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 Owner's easement; and

WHEREAS, Owner's facilities on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said highway, and County desires to eliminate such interference or obstruction.

NOW, THEREFORE, Owner and County hereby mutually agree as follows:

JOINT USE AGREEMENT

1. The location of Owner's easement so far as it now lies within 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," described as follows:

SEE, EXHIBIT "B"
2. Owner will rearrange, relocate or reconstruct within said new location any of its facilities now installed pursuant to Owner's easement within said highway right of way. Owner hereby consents to the construction, reconstruction, maintenance or use by County of a street or a highway over, along and upon Owner'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.
3. County acknowledges Owner's title to Owner's easement in said new location and priority of Owner's title over the title of County therein. Owner has and reserves the right and easement to use, in common with the public's use of said highway, said new location for all of the purposes for which Owner's easement was acquired, without need for any further permit or permission from County. Except in emergencies, Owner shall give reasonable notice to County before performing any work on Owner's facilities in said new location where such work will be performed in, on or over the traveled way or improved shoulders of said highway or will obstruct traffic. In all cases, Owner shall make adequate provision for the protection of the traveling public.
4. 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 Owner's facilities then existing in said new location the County shall notify Owner in writing of such necessity and agree to fund Owner in advance for such relocation, on demand. Owner will provide documentation for its costs incurred, after such relocation, in complying with such notice. Owner will provide County with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by County, Owner will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Owner shall make adequate provisions for the protection of the traveling public. No further permit or permission from County for such rearrangement shall be required and County 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 Owner's facilities within said highway right of way, (2) provide executed document(s) granting to Owner good and sufficient easement outside of the highway right of way if necessary to replace Owner's easement or any part thereof, and (3) fund Owner for any costs which it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Owner shall acquire such easement.
5. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Owner's easement. Both County and Owner shall use said new location in such a manner as not to interfere unreasonably 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 Owner 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 Owner in such a manner as to cause an unreasonable interference with the use of said new location by the other party.
6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized.

**AT&T CORP.,
A NEW YORK CORPORATION**

By Lana Scarlett Rowell
Name: Lana Scarlett Rowell
Title: Senior Technical Process/Quality Manager

COUNTY OF TULARE

By _____
Chair, Board of Supervisors

Attest: JASON T. BRITT, County Administrative Officer/Clerk to the Board of Supervisors

By _____
Deputy Clerk

Approved as to Form
County Counsel

By [Signature]
Deputy

Matter No. 2020267

ACKNOWLEDGMENT

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 Colorado
County of Douglas

On February 20, 2020 before me, Dylan Fiore, Notary Public
~~Lana Scarlett Rowell Sr. Tech Process Quality~~
(insert name and title of the officer)

personally appeared Lana Scarlett-Rowell,
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 Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dylan Fiore (Seal)

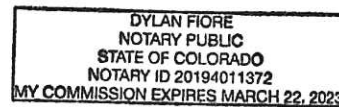


EXHIBIT "A"

That portion of the northwest quarter of Section 22, Township 19 South, Range 24 East, Mount Diablo Meridian, in the County of Tulare, State of California, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 22;

THENCE (1) along the north line of said Section 22, North 89°58'39" West, 454.93 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 900.00 feet and to which beginning of curve a radial line bears South 52°13'21" West;

THENCE (2) southeasterly along said curve through a central angle of 4°15'07", an arc distance of 66.79 feet to a point of non-tangency, said point being on the easterly boundary of that parcel as described in the Grant of Easement to The Pacific Telephone and Telegraph Company, recorded on June 8, 1983, as Document Number 26545, in volume 4077, page 34, of Official Records Tulare County;

THENCE (3) northeasterly along said easterly boundary, North 18°07'17" East, 27.57 feet to the northeast corner of that parcel as described in said Grant of Easement, said point being the POINT OF BEGINNING;

THENCE (4) westerly along the northerly boundary of said parcel, North 89°58'39" West, 15.78 feet to the northwest corner of said parcel;

THENCE (5) departing said northwest corner, northeasterly along the prolongation of the westerly boundary of said parcel, North 18°07'17" East, 25.94 feet;

THENCE (6) South 68°22'42" East, 15.03 feet to the prolongation of the easterly boundary of said parcel;

THENCE (7) southwesterly along said prolongation, South 18°07'17" West, 20.12 feet to the POINT OF BEGINNING.

Containing 346 square feet, more or less

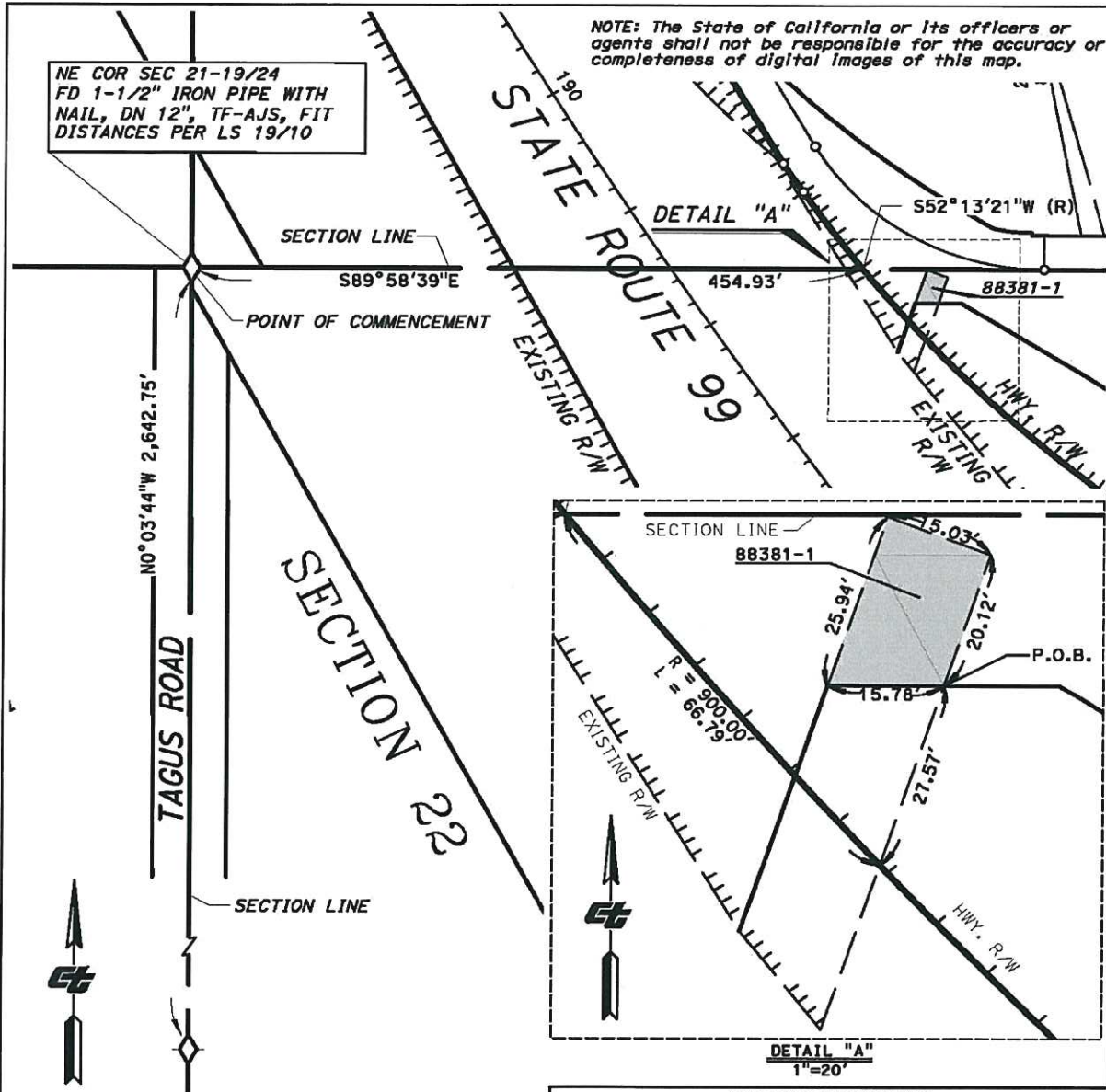
The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 4. Divide distances by 0.9999517 to convert to ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
Professional Land Surveyor

Date: February 10, 2020





NOTES

Coordinates and bearings are on CCS 1983 (1991.35) Zone IV. Distances and stationing are grid distances. Divide by 0.9999517 to obtain ground distances. All distances are in feet unless otherwise noted.

LEGEND

STATE OF CALIFORNIA
 CALIFORNIA STATE TRANSPORTATION AGENCY
 DEPARTMENT OF TRANSPORTATION
**RIGHT OF WAY
 EXHIBIT "B"**
PARCEL 88381-1

COPYRIGHT 2019 CALIFORNIA DEPARTMENT OF TRANSPORTATION.
 ALL RIGHTS RESERVED.
 SCALE: 1" = 100'

DRAFTED BY	DATE	DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
Tong Xiong	2/10/2020	06	TULARE	99	34.36	1	1

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