

RECORDING REQUESTED BY AND RETURN TO:

**PACIFIC GAS AND ELECTRIC COMPANY**  
245 Market Street, N10A, Room 1015  
P.O. Box 770000  
San Francisco, California 94177

Location: City/Uninc \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens

& Encumbrances Remaining at Time of Sale

Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

\_\_\_\_\_  
Signature of declarant or agent determining tax

LD#

AGREEMENT

**CONSENT TO COMMON USE AGREEMENT**

THIS CONSENT TO COMMON USE AGREEMENT, hereinafter called "Agreement", entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "PG&E", and the COUNTY OF TULARE, hereinafter called "Agency",

**RECITALS**

A. PG&E is the owner in possession of certain rights of way, hereinafter referred to as "PG&E's rights", described as follows:

Pole line facilities installed and maintained on private property pursuant to California Public Utilities Commission (CPUC) Tariff Rule 16 Service Agreement.

B. Agency has acquired certain lands for the Avenue 416 Widening Project in the vicinity of the northwest corner of Avenue 416 and Road 38 in the County of Tulare hereinafter referred to as "Agency right of way".

C. The Agency right of way occupies a portion of PG&E's rights and is subject to PG&E's rights, which said portion is hereinafter referred to as "Area of Common Use" and is described as follows:

The heavy dashed line designated "Area of Common Use" upon the print of PG&E's Drawing Number 31437255-A attached hereto and made a part hereof.

**NOW, THEREFORE,** PG&E and Agency hereby mutually agree as follows:

1. PG&E hereby consents to the construction, reconstruction, maintenance or use by Agency of the Avenue 416 Widening Project over, along and upon PG&E's rights in the Area of Common Use subject to PG&E's rights and right to use said Area of Common Use for all of the purposes for which PG&E's rights was acquired and to the terms and conditions herein contained. PG&E does not by this consent and shall not be deemed to subordinate its rights in the Area of Common Use to and use which Agency shall make of said area.

2. Agency acknowledges PG&E's rights in said Area of Common Use and the priority of PG&E's rights over the title of Agency therein. PG&E has and reserves the right to use, in common with the public's use of Agency's right of way, said Area of Common Use for all of the purposes for which PG&E's rights was acquired, without need for any further permit or permission from Agency. Except in emergencies, PG&E shall give reasonable notice to Agency before performing any work on PG&E's facilities

in said Area of Common Use where such work will be performed in, on or over the traveled way or improved shoulders of said Agency right of way or obstruct traffic. PG&E shall make adequate provisions for the protection of the traveling public.

3. In the event that the future use of said Agency right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of PG&E's facilities then existing in said Area of Common Use, the Agency shall notify PG&E in writing of such necessity and agree to reimburse PG&E on demand for its costs incurred in complying with such notice. PG&E will provide Agency with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by Agency and the execution of a relocation contract, PG&E will promptly proceed to effect such rearrangement, relocation, reconstruction or removal PG&E shall make adequate provisions for the protection of the traveling public. No further permit or permission from Agency for such rearrangement shall be required and if such rearrangement shall require relocation of any of PG&E's facilities outside of said Area of Common Use, Agency will (1) enter into PG&E's standard form of Joint Use Agreement covering the new location of PG&E's rights within the Agency's right of way, (2) provide executed document(s) granting to PG&E good and sufficient easement(s) outside of the Agency's right of way if necessary to replace PG&E's easement or any part thereof, and (3) reimburse PG&E for any costs it may be required to expend to acquire such easement, provided it is mutually agreed in writing that PG&E shall acquire such easement.

4. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of PG&E's rights or the priority thereof over the title of Agency in said Area of Common Use. Both Agency and PG&E shall use said Area of Common Use in such 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 PG&E or Agency may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Agency or PG&E in such a manner as to cause an unreasonable interference with the use of said Area of Common Use by the other party.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

The parties have caused this Agreement to be executed by their respective duly authorized officials.

APPROVED AS TO FORM:  
COUNTY COUNSEL

By *[Signature]*  
Deputy  
Vote # 2020197

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

COUNTY OF TULARE

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

I hereby certify that a resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the \_\_\_\_\_ authorizing the foregoing agreement.

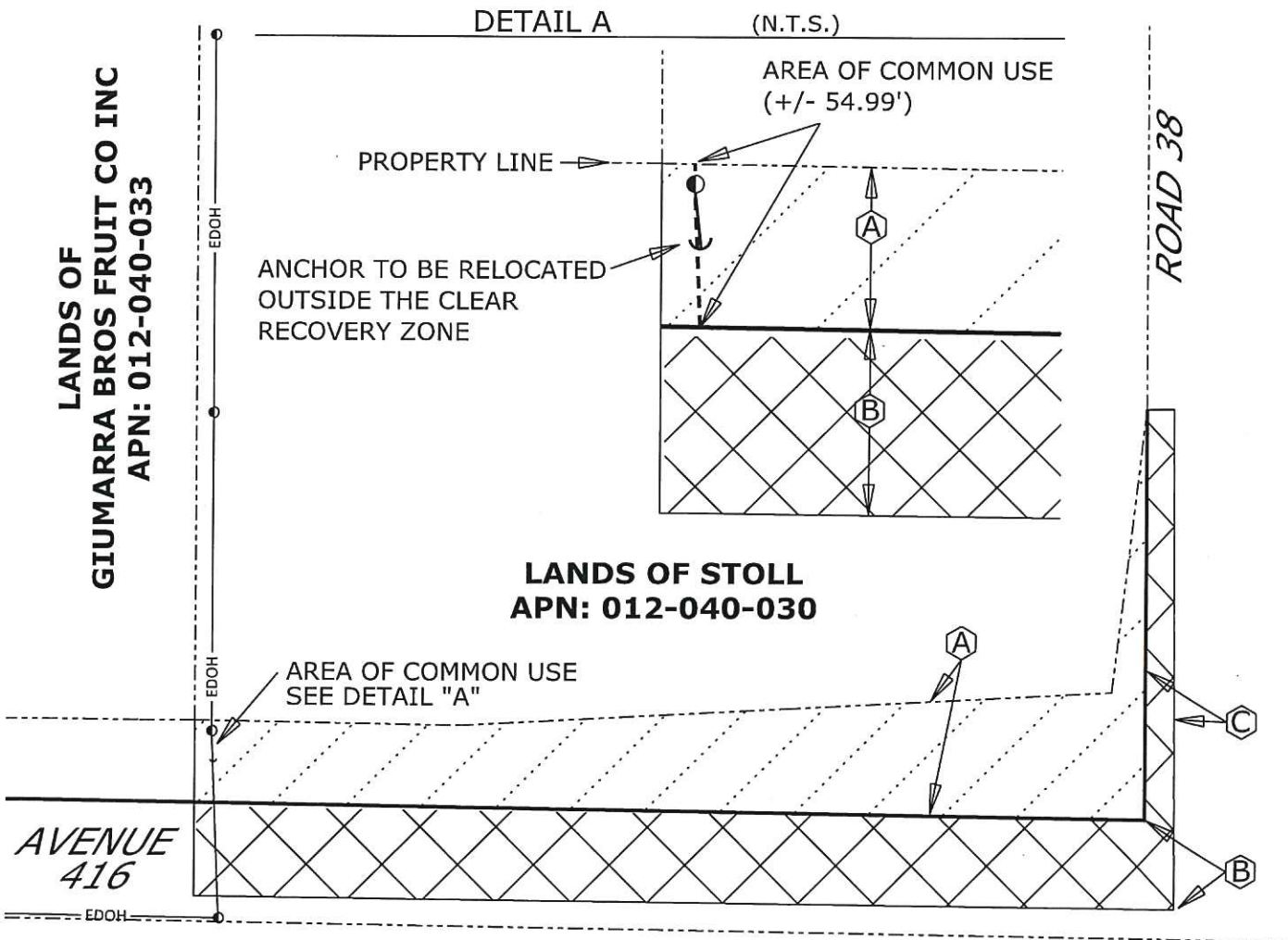
By \_\_\_\_\_

**LEGEND**

- - PROPERTY LINE
- - AREA OF COMMON USE
- EDOH — - PG&E ELECTRIC DISTRIBUTION LINE
- - OLD ROAD RIGHT OF WAY
- - UTILITY POLE
- ↓ - ANCHOR TO BE RELOCATED

**REFERENCES**

- (A) - FEE ACQUISITION FROM STOLL TO THE COUNTY OF TULARE PER DOC NO. 2012-0010960
- (B) - UNDERLYING FEE AND 60' ROAD ROW EASEMENT IN AVE 416 PER 1261 OR 586
- (C) - UNDERLYING FEE AND 20' ROAD ROW EASEMENT IN ROAD 38 AS SHOWN IN DOC NO. 2012-0010960



**LANDS OF LEROY LIV TR  
GIANNINI  
APN: 012-090-023**

UNLESS OTHERWISE SHOWN  
ALL COURSES EXTEND TO  
OR ALONG ALL BOUNDARIES  
OR LINES



Applicant: EXHIBIT "A" TULARE COUNTY-AVENUE 416 WIDENING CONSENT TO COMMON USE AGREEMENT SW OF 41747 ROAD 38, REEDLEY				SCALE N.T.S.	DATE 12/4/19
SECTION 8 SW1/4 SE1/4	TOWNSHIP 16S	RANGE 23E	MERIDIAN MDB&M	COUNTY OF: TULARE F.B.: N/A	CITY OF: REEDLEY DR. BY: CXVE CH. BY: PXVH
PLAT MAP REFERENCES	ELECTRIC PLAT 16232D			PG&E	FRESNO DIVISION 115022001 AUTHORIZ
				31437255-A DRAWING NO.	