

Attachment B:
Joint Use Agreement

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 Tulare County
Recording Fee \$ _____
Document Transfer Tax \$ 0

- 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)

Don Vaj for PG&E
Signature of declarant or agent determining tax

LD# 2216-23-10010

AGREEMENT

JOINT USE AGREEMENT

THIS JOINT 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 and easements, hereinafter referred to as "PG&E's easement", described as follows:

PG&E asserts an easement by prescription for its existing electric pole line facilities and appurtenances originally installed on private property.

B. Agency has acquired certain lands for public road purposes in the vicinity of Avenue 424 and the Traver Canal located north of Dinuba, County of Tulare, hereinafter referred to as "Agency right of way", which said Agency right of way is subject to PG&E's easement.

C. PG&E's facilities installed pursuant to PG&E's easement will interfere with the Avenue 424 Traver Canal Bridge Replacement Project, and Agency desires to eliminate such interference.

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

1. The location of PG&E's easement so far as it now lies within said Agency right of way is hereby changed to the strip of land within said Agency right of way, hereinafter referred to as "new location", described as follows:

The heavy dashed line designated "New Location" as shown upon the print of PG&E's Drawing Number 31492088 attached hereto and made a part hereof.

2. Agency acknowledges PG&E's title to PG&E's easement in said new location and the priority of PG&E's title over the title of Agency therein. PG&E has and reserves the right and easement to use, in common with the public's use of Agency's right of way, said new location for all of the purposes for which PG&E's easement 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 new location 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 new location, 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 new location, Agency will (1) enter into PG&E's standard form of Joint Use Agreement covering the replacement location of PG&E's easement within the right of way, (2) provide executed document(s) granting to PG&E good and sufficient easement(s) outside of the 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. PG&E does hereby surrender and quitclaim to Agency all of PG&E's right, title and interest under and by virtue of PG&E's easement in the old location within said Agency right of way and not included in said new location.


5. PG&E hereby consents to the construction, reconstruction, maintenance or use by Agency of the Avenue 424 Traver Canal Bridge Replacement Project over, along and upon PG&E's easement in the new location subject to PG&E's right and easement to use said new location for all of the purposes for which PG&E's easement was acquired and to the terms and conditions herein contained. PG&E does not by this Agreement and shall not be deemed to subordinate its rights in the new location to any use which Agency shall make of said area.

6. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of PG&E's easement or the priority thereof over the title of Agency in said new location. Both Agency and PG&E 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 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 new location by the other party.

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

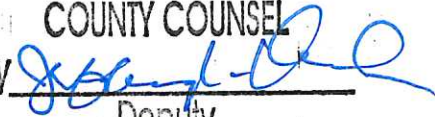
The parties have caused this Agreement to be executed by their respective duly authorized officials.

PACIFIC GAS AND ELECTRIC COMPANY

By 
Marisol Garcia,
Supervisor
Land Rights Services, South

COUNTY OF TULARE

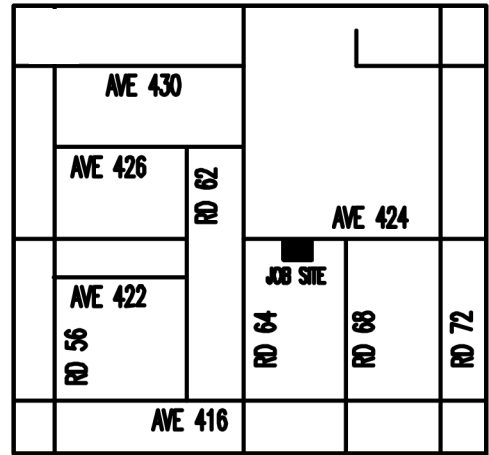
By _____
Name _____
Its _____

APPROVED AS TO FORM:
COUNTY COUNSEL
By 
Deputy
Walter #
2020465

I hereby certify that a resolution was adopted on the _____ day of _____, 20____ by the _____
authorizing the foregoing agreement.
By _____

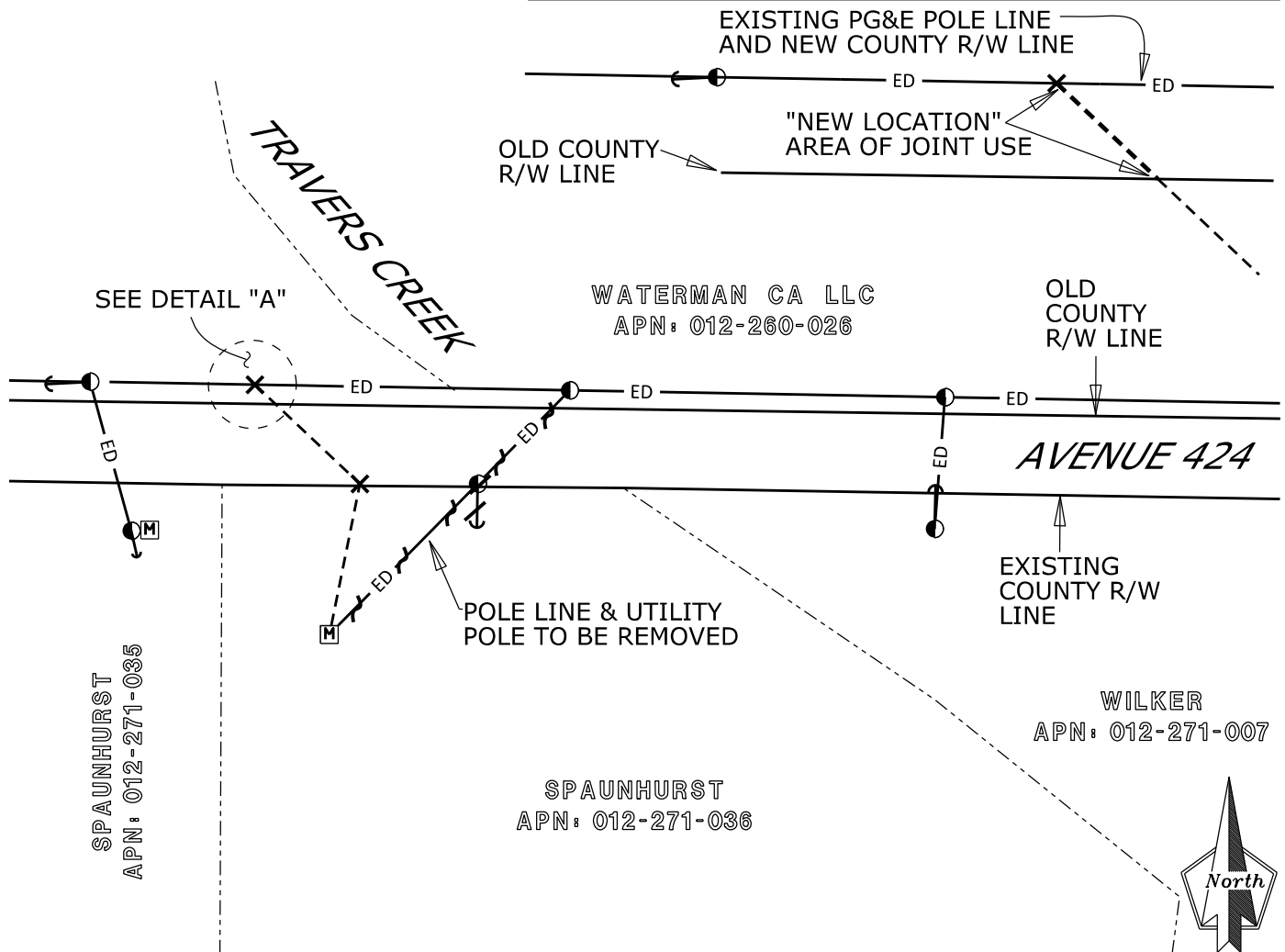
LEGEND

- - PROPERTY LINE
- - PROPOSED ELECTRIC LINE RELOCATION
- ED — - PG&E ELECTRIC DISTRIBUTION LINE
- ED — - PG&E ELECTRIC LINE TO BE REMOVED
- - EXISTING ROAD R/W LINE
- - UTILITY POLE
- > - EXISTING ANCHOR
- ⊗ - UTILITY POLE TO BE REMOVED
- > - ANCHOR TO BE REMOVED
- × - NEW UTILITY POLE
- ⊠ - EXISTING ELECTRIC METER
- N.T.S. - NOT TO SCALE



VICINITY MAP

DETAIL "A" (N.T.S.)



Applicant: EXHIBIT "A"				SCALE: N.T.S.	DATE: 3/6/2020
JOINT USE AGREEMENT-6609 AVENUE 424, DINUBA CA					
SECTION 01-SW $\frac{1}{4}$ SW $\frac{1}{4}$ 12-NW $\frac{1}{4}$ NW $\frac{1}{4}$	TOWNSHIP 16S	RANGE 23E	MERIDIAN MDB&M	COUNTY OF: TULARE	CITY OF: DINUBA
PLAT MAP REFERENCES: ELECTRIC PLAT 16231D & 16231A		PG&E		DR. BY: CXVE	CH. BY: PXVH
				FRESNO DIVISION	115430602 AUTHORIZ
				31492088 DRAWING NO.	