

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#2211-18-10076

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 MADERA, 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", adjacent to Avenue 17 in Madera County, described as follows:

The rights for electric pole line facilities granted to PG&E by the unrecorded deed dated August 8, 1947, PG&E LD No. 2211-18-0078.

B. The California High Speed Rail Authority, hereinafter called the "HSRA" has designed a project which conflicts with PG&E's easement.

C. Agency has acquired certain rights of way and easements for roadway purposes in Avenue 17, County of Madera, hereinafter referred to as "Agency right of way", which said Agency right of way is subject to PG&E's easement.

D. PG&E's facilities installed pursuant to PG&E's easement will interfere with the HSRA project and the HSRA has requested that the parties enter into this Agreement 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 strip of land described on Exhibit "A-1" and shown on Exhibit "A-2" attached hereto and made a part hereof.

2. Agency acknowledges PG&E's title to PG&E's easement in said new location. 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 by Agency 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 and Agency's facilities. 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. This section shall not apply to any subsequent rearrangement, relocation, reconstruction or removal of PG&E's facilities necessitated by any action of the HSRA or by PG&E.

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 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

PACIFIC GAS AND ELECTRIC
COMPANY

Approved as to Legal Form:
COUNTY COUNSEL

By: **Dale E. Bacigalupi**
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C =
US O = Lozano Smith
Date: 2022.11.15 15:34:50 -08'00'

By: _____
(Signature)

(Print Name)

Title: _____

ACCOUNT NUMBER(S)

EXHIBIT "A-1"
LEGAL DESCRIPTION

MF-20-1213-002

For joint use purposes, being a strip of land of uniform width of 10.00 feet, in the County of Madera, State of California, lying within Avenue 17, (60 and 70 feet wide), situated in Section 6, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, lying 5.00 feet on each side of the following described line:

COMMENCING at the found 3/4 inch iron pipe, stamped LS 4546, marking the Northwest Corner of Section 7, Township 11 South, Range 18 East, Mount Diablo Base and Meridian; thence along the northerly line of said Section 7, North 89°56'21" East 2101.56 feet to the center line of Alonzo Court, (60 feet wide); thence leaving said southerly line and along the center line of Alonzo Court North 00°19'29" West 57.26 feet; thence leaving said center line of Alonzo Court, South 84°43'27" West 30.11 feet to the westerly line of Alonzo Court, and the **POINT OF BEGINNING**; thence leaving said westerly line, South 84°43'27" West 218.99 feet; thence South 12°32'20" West 6.44 feet; thence South 89°05'53" West 13.72 feet to the **POINT OF TERMINUS**.

The sidelines of said strip shall be lengthened or shortened so as to terminate easterly in the westerly line of said Alonzo Court.

Except therefrom the portion lying outside of said Avenue 17 (60 and 70 feet wide).

Containing 577 square feet, more or less.

The Basis of Bearings is based on the line between the found 3/4 inch iron pipe stamped LS 4546, marking the Northwest Corner of Section 7, Township 11 South, Range 18 East, Mount Diablo Base and Meridian per Record of Survey filed in Book 62 of Surveys at Pages 140 through 161, Madera County Records, and the found 3/4 inch iron pipe tagged LS 2737 marking the North Quarter Corner of said Section 7, per said Record of Survey, taken to have a bearing of North 89°56'21" East per said Record of Survey. All distances shown are ground distances.

Monuments noted as “found”, were located in the field during the initial survey field work performed to document existing monumentation in support of the California High Speed Rail project.

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor’s Act (Bus. & Prof. Code S8700).

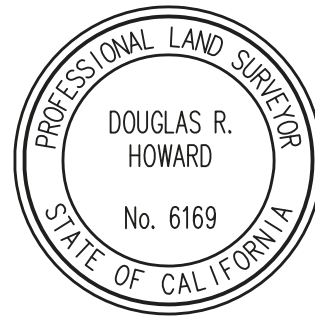
Prepared under the direction of



Douglas R. Howard, PLS

10/06/2020

Date

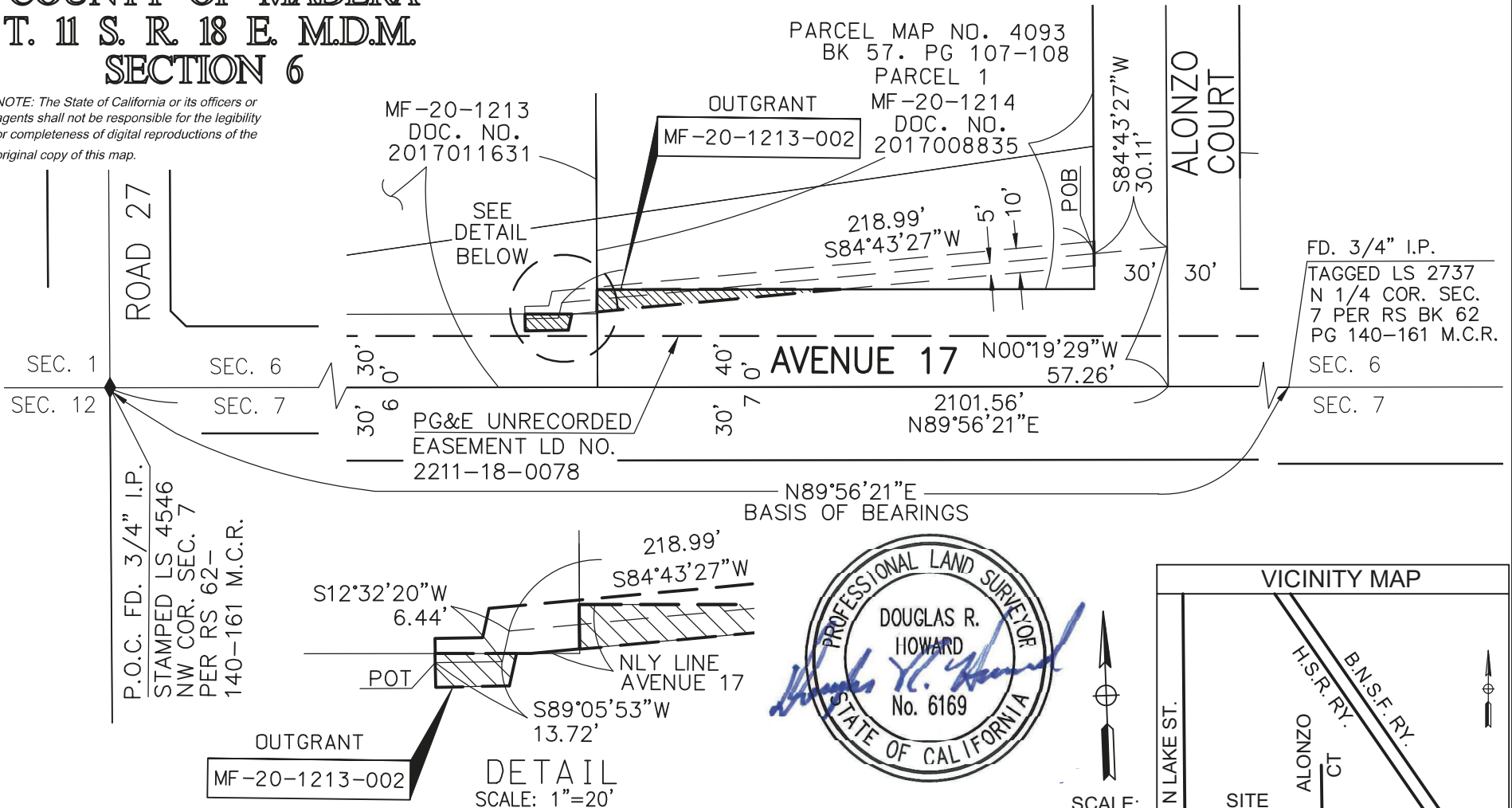


COUNTY OF MADERA

T. 11 S. R. 18 E. M.D.M.

SECTION 6

NOTE: The State of California or its officers or agents shall not be responsible for the legibility or completeness of digital reproductions of the original copy of this map.



BASIS OF BEARINGS:

THE BASIS OF BEARINGS IS BASED ON THE LINE BETWEEN THE FOUND 3/4" IRON PIPE TAGGED LS 4546 MARKING THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN PER RECORD OF SURVEY FILED IN BOOK 62 OF SURVEYS AT PAGES 140 THROUGH 161, MADERA COUNTY RECORDS. AND THE FOUND 3/4" INCH IRON PIPE TAGGED LS 2737 MARKING THE NORTH QUARTER CORNER OF SAID SECTION 7, PER SAID RECORD OF SURVEY, TAKEN TO HAVE A BEARING OF NORTH 89°56'21" EAST PER SAID RECORD OF SURVEY. ALL DISTANCES SHOWN ARE GROUND DISTANCES. MONUMENTS NOTED AS "FOUND" WERE LOCATED IN THE FIELD DURING THE INITIAL SURVEY FIELD WORK PERFORMED TO DOCUMENT EXISTING MONUMENTATION IN SUPPORT OF THE CALIFORNIA HIGH SPEED RAIL PROJECT.

M.C.R.
MADERA COUNTY RECORDS
OUTGRANT



STATE OF CALIFORNIA CALIFORNIA STATE TRANSPORTATION AGENCY HIGH-SPEED RAIL AUTHORITY						
RIGHT OF WAY PG&E OUTGRANT CONFLICT NO. E1-701 THRU 710-FF PM# 31243624 EXHIBIT "A-2"						
<div> <div>FEET 0 10 20 40 60</div> </div>						
SECTION	COUNTY	SUB 'N	PARCEL MP	SHEET NO.	TOTAL SHEETS	
MF	MADERA			1	1	

Attach to LD: 2211-18-10076

Area, Region or Location: Area 5, Yosemite Division

Land Service Office: Fresno

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 22.11.18.06.32, (T. 11 S., R. 18 E., SE¼ of SW¼ of Section 06, MDM)

FERC License Number: N/A

PG&E Drawing Number: N/A

Plat No.: 11182 (Electric)

LD of Affected Documents: 2211-18-0078

LD of Cross-Referenced Documents: N/A

Type of interest: Electric Pole Line Easements (3), Joint Use Agreements (11J), Quitclaims from PGE (11Q)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 31243624

JCN: N/A

County: Madera

Utility Notice Number: N/A

851 Approval Application No: N/A ; Decision: N/A

HSR Parcel: MF-20-1213-002

Prepared By: HSR

Checked By: PGE

Approved By:

Revised by: