

Consent to Common Use Agreement (Rev. 4/2015)

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 9th day of July, 2019, by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "PG&E", and the COUNTY OF FRESNO, 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:

That certain right of way and easement granted by Mary E. Leshner to "PG&E" by deed dated August 5, 1946, and recorded in Volume 2407, of Official Records, of the County of Fresno at page 206, (LD# 2212-21-0102) and by J.K. Blasingame and Thelma L. Blasingame to "PG&E" by deed dated December 16, 1946, and recorded in Volume 2479, of Official Records, of the County of Fresno at page 465, (LD# 2212-21-0106).

B. Agency has acquired certain lands for public road purposes in the vicinity of Auberry Road and Copper Avenue, County of Fresno, hereinafter referred to as "Agency right of way".

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

The cross-hatched area designated "Area of Common Use" upon the print of PG&E's Drawing Number 31343594, 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 Auberry Road and Copper Avenue Traffic Signal Installation Project over, along and upon PG&E's easement in the Area of Common Use subject to PG&E's easement and right to use said Area of Common Use 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 consent and shall not be deemed to subordinate its rights in the Area of Common Use to any use which Agency shall make of said area.

2. Agency acknowledges PG&E's title to PG&E's easement in said Area of Common Use 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

has and reserves the right and easement 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 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 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 easement 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 easement 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.

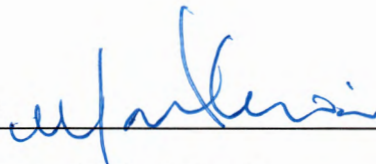
5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

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

PACIFIC GAS AND ELECTRIC COMPANY

THE COUNTY OF FRESNO

By

 5/17/2019

Name Marisol Garcia

Its Supervisor, Land Rights Services

By



Name Steven E. White

Its Director of Public Works and Planning

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth
2 above.

3 COUNTY OF FRESNO

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6 

7
8 Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

9
10 **ATTEST:**

11 Bernice E. Seidel
12 Clerk of the Board of Supervisors
County of Fresno, State of California

13
14 By Susan Bishop
15 Deputy

16
17
18
19 FOR ACCOUNTING USE ONLY

20 ORG No. 4510
21 Account No. 7295
22 Fund No. 0010
Subclass No. 11000



SW 1/4 OF SE 1/4
SEC. 7
& SW 1/4 OF SW 1/4
SEC. 8

WESCLO
APN: 580-040-09

BIGLIONE
APN: 580-040-10

AUBERRY ROAD

60'

"EXISTING PG&E EASEMENT"
DEED DATED: AUGUST 5, 1946
VOL. 2407 OR PG. 206, FCR
LD #2212-21-0102

EXISTING OVERHEAD
TRANSMISSION POLE
LINE TO REMAIN

"EXISTING PG&E EASEMENT"
DOC. No. 7535
DEED REC.: FEBRUARY 6, 1947
LD #2212-21-0106

"AREA OF
COMMON USE"

RELOCATED OVERHEAD
TO UNDERGROUND
FACILITIES
EXISTING R/W

E. COPPER AVENUE

EXISTING OVERHEAD
FACILITIES

F.M.F.C.D.
APN: 580-050-08T

CHOHAN
APN: 580-050-18

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

Applicant:

COUNTY OF FRESNO

SCALE
NTS

DATE
5-15-19

SECTION 7 & 8	TOWNSHIP 12S	RANGE 21E	MERIDIAN MDB&M	COUNTY OF: FRESNO		CITY OF: CLOVIS	
				F.B.: M5CF		DR.BY: M5CF	
PLAT MAP: 12212 (ELECTRIC) REFERENCES: LD #2212-21-0102				PG&E	FRESNO DIVISION	112954230	31343594
						AUTHORIZ	DRAWING NO.