

<u>Dist</u> 03	<u>Co</u> ED	<u>Rte</u> 50	<u>KP (P.M.)</u> 23.5/25.1 (14.5/15.7)	<u>EA</u> 03-4E2801
Federal Aid No.:		Not Applicable		
Owner's File:		6536569		
FEDERAL PARTICIPATION: On the Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

JOINT USE AGREEMENT NO.: 2462.3L

THIS AGREEMENT, entered into this ____ day of _____, 2009, by and between Pacific Bell Telephone Company, a California Corporation doing business as AT&T California, hereinafter called "Owner", and the County of El Dorado, hereinafter called "County".

RECITALS

WHEREAS, Owner currently possesses, maintains and utilizes telecommunications facilities located within portions of Perks Court, a County Franchise Right-of-way, hereinafter referred to as "current right-of-way";

WHEREAS, County requires the relocation of these facilities outside of the current right-of-way for the purposes of avoiding conflict with construction of the US Highway 50 / Missouri Flat Road Interchange Phase 1B improvements to County and State highway facilities;

WHEREAS County and Owner are simultaneously entering into Utility Agreement No.:2462.3L (hereinafter called "Utility Agreement") defining the scope of work and cost responsibility for said relocation work;

WHEREAS, County and Owner have determined that for existing facilities described in Section I of the Utility Agreement that lie within the County's right-of-way, the Owner does not have prior rights and must bear 100% of the expense for said relocation; and

WHEREAS, County is providing a new non-exclusive Public Utility Easement on County-owned land, hereinafter referred to as "Joint Use Area", for the relocation of a portion Owner's and other public utility facilities as shown on Attachment "A", that is an equivalent land right but not greater than that which currently exists;

WHEREAS, County is simultaneously dedicating certain portions of County owned land as County Franchise Right-of-way, hereinafter referred to as "new right-of-way", as shown on Attachment "A", upon which Owner will have the right to possess, maintain and utilize telecommunications facilities in accordance with applicable Franchise Right-of-way conditions afforded by the Streets and Highways code;

WHEREAS, County is simultaneously conveying an exclusive AT&T easement for certain AT&T facilities (hereinafter referred to as "AT&T Easement" by way of a Grant of Easement, as shown on Attachment "B", the terms and conditions of which are defined in said Grant of Easement deed;

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

- I. The location of Owner's facilities as it now lies within said right-of-way shall be relocated to the strip of land identified as the Joint Use Area, new right-of-way and AT&T easement as shown on Attachment "A";

2. Owner will relocate within said Joint Use Area, new right-of-way and AT&T easement any of its facilities now installed within said current right-of-way.
3. Owner has and reserves the right to use, in common with other public utilities, said Joint Use Area.
4. In the event that the future use of said Joint Use Area shall at any time necessitate a rearrangement, relocation, reconstruction or removal of any of Owner's facilities then existing in said Joint Use Area (excluding the AT&T Easement area), the County shall notify Owner in writing of such necessity. The cost responsibility for any such future rearrangement, relocation, reconstruction and/or removal shall lie solely with Owner.
5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.
6. Both County and Owner shall use said Joint Use Area 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 Joint Use Area by the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: _____
 Ron Briggs, Chairman
 Board of Supervisors
 "County"

Dated: _____

Attest:
 Suzanne Allen de Sanchez
 Clerk of the Board of Supervisors

By: _____
 Deputy Clerk

Dated: _____

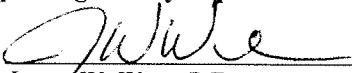
-- UTILITY COMPANY --

AT&T California

By: _____
 P. A. King, Area Manager
 "Owner"

Dated: _____

Requesting County Department Concurrence:

By: 
 James W. Ware, P.E.
 Director of Transportation

Dated: 4/10/09

Attachment "A"
 Attachment "B"

ATTACHMENT 'A'

APN 327 190 32
PARCEL 1
23-PW-16

10' WIDE SBC E.S.M.
PER 550-OR-268

EXISTING R/W

PROPOSED STATE R/W

COUNTY OF EL DORADO
APN 327:130:18
2006-70273

15'

P.U.E. & JOINT USE AREA

ROAD EASEMENT-NEW R/W

PROPOSED STATE R/W

COUNTY OF EL DORADO
APN 327:130:19
2005-108119

ROAD EASEMENT-NEW R/W

COUNTY OF EL DORADO
APN 327:130:20
2005-0030448

P.U.E. & JOINT USE AREA

AT&T EASEMENT

15'

APN 327 130 21
98-0053861 21

APN 327 130 25
02-22286

APN 327 130 22
14-RS-127

APN 327 130 23
1323-OR-220

APN 327 130 24
1623-OR-438

APN 327 130 26
02-46526

MISSOURI FLAT RD.
STATE OF CALIFORNIA
COUNTY OF EL DORADO

PERKS CT

ATTACHMENT 'B'

CF0263 EXCLUSIVE EASEMENT
 AFTER RECORDING. RETURN TO:

PACIFIC BELL TELEPHONE COMPANY
 3675 "T" STREET, ROOM 111
 SACRAMENTO, CA 95816
 ATTN: RIGHT OF WAY OFFICE

Location: County of El Dorado, State of California
 Document Transfer Tax \$ _____

Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less liens & Encumbrances
 Remaining at Time of Sale
 Consideration of Value Less Than \$100.0

Signature of declarant or agent determining tax: _____
 Agent: SDR

6536569 Placerville-Main TB73
 A.P.No.
 R/W File No. ELD13141-01

Por. Sec. 23, T10N, R10E, MDB&M

GRANT OF EASEMENT

The undersigned Grantor(s), "Grantor(s)," hereby grant(s) to PACIFIC BELL TELEPHONE COMPANY, a California corporation, doing business as AT&T CALIFORNIA ("AT&T"), its associated and affiliated companies, its and their successors, assigns, lessees and agents, hereinafter referred to as "Grantee(s)," an exclusive easement to construct maintain, operate, inspect, repair, replace and remove such communication facilities as Grantee(s) may from time to time require, (including ingress thereto and egress therefrom) consisting of cables, wires, conduits, manholes, handholes, service boxes, markers, pedestals, terminal equipment cabinets, structures with electronic communication equipment therein, underground and aboveground switches, fuses, transformers with associated concrete pads, associated electrical conductors, necessary fixtures and appurtenances necessary to any and all thereof, and associated paving, fencing, and other necessary fixtures and appurtenances related thereto; in, over, under and upon that certain real property in the County of El Dorado, State of California, as described on EXHIBIT "A" attached hereto and made a part hereof and as shown and delineated on EXHIBIT "B" also attached hereto and made a part hereof.

The legal description was prepared pursuant to Section 8730(c) of the Business and Professions Code.

Grantor(s) also grant(s) to Grantee(s) the right to trim such trees and other foliage and to cut such limbs and roots on said property as may be necessary for the protection of said facilities.

Grantor(s) also grant(s) to Grantee(s) the right to cut, fill or otherwise change the grade of said property and to place such drainage and retaining structures thereon, as Grantee(s) may elect for the protection of such facilities.

Grantor(s) also grant(s) to Grantee(s) the right to receive municipal service and commercial power service from the appropriate utility company serving the area, together with the right for such utility company to place their respective service facilities upon and within said easement.

Grantor(s), his/her/their successors and assigns, shall not erect or construct any building or other structure or drill or operate any well within said easement.

Grantee(s) shall be responsible for damage caused intentionally or by any negligent act or omission of Grantee(s), its agents or employees, while exercising the rights granted herein.

6536569 Placerville-Main TB73
A.P.No.
R/W File No. ELD13141-01

Por. Sec. 23, T10N, R10E, MDB&M

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

The person or persons signing below represent that he/she/they are the only party/parties with an interest in the property described herein.

Executed this _____ day of _____, 20_____.

COUNTY OF EL DORADO, a political subdivision of the State of California, Grantor

By: _____
Signature

Print Name: _____

Its: _____
Title

STATE OF CALIFORNIA
COUNTY OF _____

ALL PURPOSE ACKNOWLEDGMENT

On _____, before me, _____, Notary Public, personally appeared _____, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Notary Public in and for said State

EXHIBIT 'A'
EASEMENT DESCRIPTION

All that portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Commencing at the most southerly corner of the lands described in the deed to El Dorado County in the document recorded as Document No. 2005-0030448, from which the northeast corner of said Section 23 bears North 20°52'26" East 535.088 meters (1755.53 feet); thence along the southwesterly boundary of said lands North 42°49'26" West (cite North 42°49'53" West) 4.600 meters (15.09 feet); thence leaving said boundary North 40°51'47" East 5.102 meters (16.74 feet) to the true point of beginning; **thence from said point of beginning** North 33°39'37" West 6.325 meters (20.75 feet); thence North 40°51'47" East 6.137 meters (20.13 feet); thence South 47°07'12" East 6.100 meters (20.01 feet); thence South 40°51'47" West 7.611 meters (24.97 feet) to the point of beginning, containing 0.0042 hectares (0.010 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit 'B'.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



9-23-08

EXHIBIT 'B'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N42°49'26"W	4.600m
L2	N40°51'47"E	5.102m
L3	N33°39'37"W	6.325m
L4	N40°51'47"E	6.137m
L5	S47°07'12"E	6.100m
L6	S40°51'47"W	7.611m

NE COR. SEC. 23
T. 10 N., R. 10 E.



EL DORADO COUNTY
APN 327:130:20
2005-0030448

(TIE) N20°52'26"E
535.088m

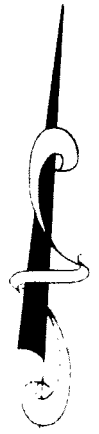
PROPOSED PUBLIC UTILITY EASEMENT
ROAD EASEMENT LINE

EXIST. R/W LINE

POINT OF BEGINNING

MISSOURI FLAT RD.

PERKS COURT



SCALE: 1" = 250'
METRIC

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