

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

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD#

AGREEMENT

CONSENT TO COMMON USE AGREEMENT

THIS CONSENT TO COMMON USE AGREEMENT, hereinafter called "Agreement", entered into this 24th day of July, 2018, by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "PG&E", and the COUNTY OF EL DORADO, 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:

1. The easement and rights granted to PG&E by deed dated July 6, 1936, and recorded in Book 151 of Official Records at page 286, El Dorado County Records. (LD 2110-12-0077)

B. Agency has acquired certain rights of way and easements for the Alder Drive at EID Canal Bridge Replacement Project, County of El Dorado, 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 marked EXHIBIT "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 Alder Drive at EID Canal Bridge Replacement 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 and 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 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.

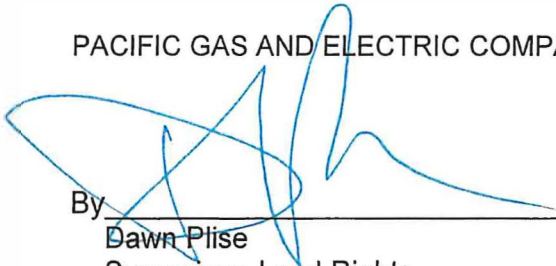
4. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of PG&E's easement or the priority thereof over the title of Agency in said Area of Common Use. Both Agency and PG&E shall use said Area of Common Use in such manner as not to interfere 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

By 
Dawn Plise
Supervisor, Land Rights

COUNTY OF EL DORADO

By 

Name Michael Ranalli

Its Chair, Bd of Supervisors
BAS 7/24/2014

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of El Dorado)

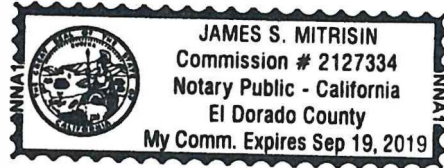
On SEPTEMBER 25, 2018 before me, James S. Mitrison, Notary Public
(insert name and title of the officer)

personally appeared MICHAEL RANALLI,
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.

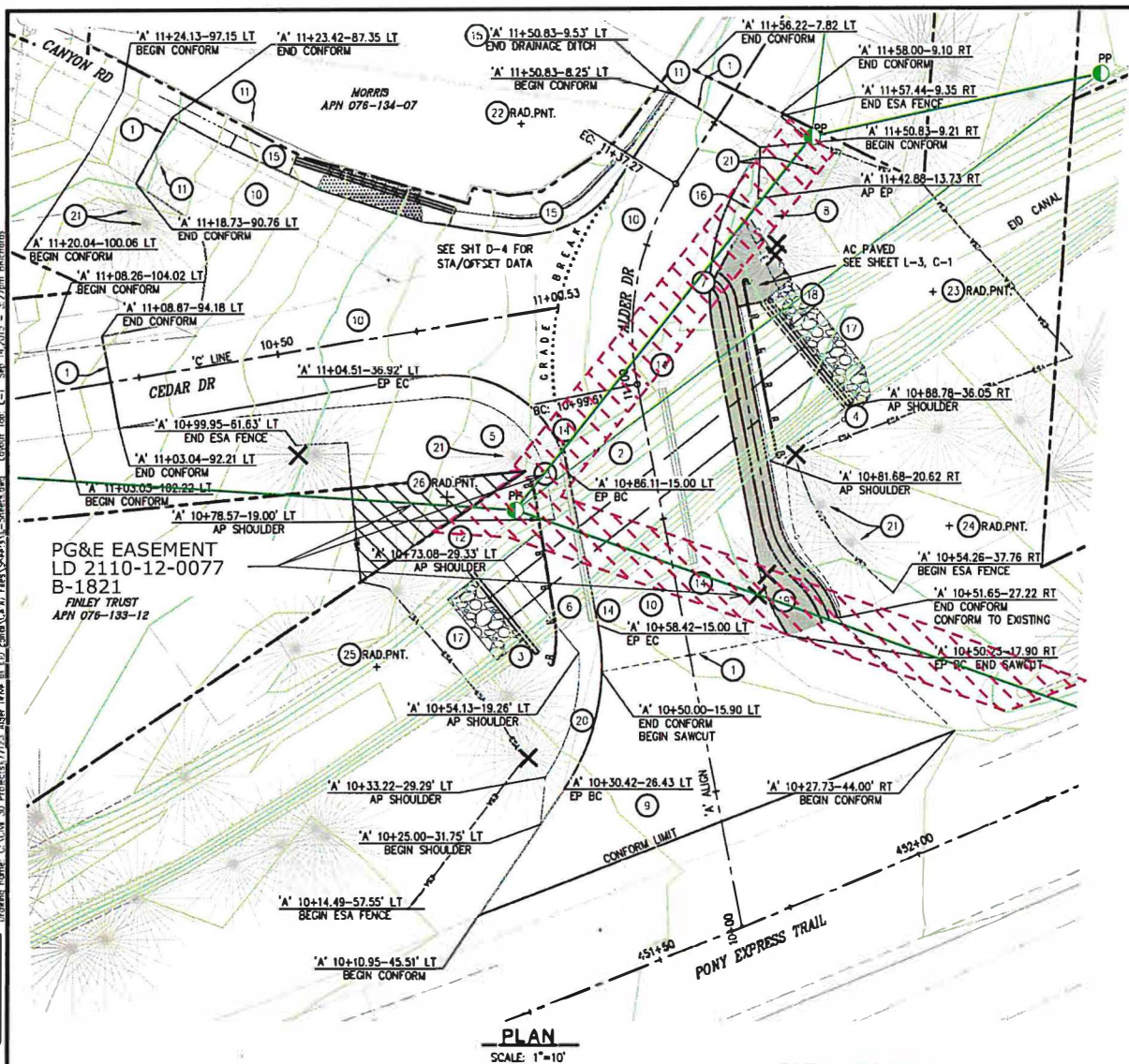
WITNESS my hand and official seal.

Signature  (Seal)



FOR REDUCED PLANS

ORIGINAL SCALE IS IN INCHES
 1" = 40' (Horizontal)
 1" = 20' (Vertical)



CONSTRUCTION NOTES:

STATION/OFFSETS ON THIS SHEET PER 'A' ALIGNMENT
 SEE SHEET L-2 FOR PROFILE AND SUPERELEVATION DIAGRAM

- X - TREE REMOVAL (TOTAL=7)
- [Pattern] - 0.25' CONCRETE CAP, SEE SHEET D-4
- [Pattern] - TEMPORARY CONSTRUCTION EASEMENT

- 1 - SAWCUT TO A CLEAN UNIFORM LINE
- 2 - REMOVE BRIDGE, SEE SHEET DM-1
- 3 - HEADWALL 1 (HW1), SEE SHEET D-1 & D-2
- 4 - HEADWALL 2 (HW2), SEE SHEET D-1 & D-3
- 5 - R1-1 STOP SIGN, SEE SHEET SPD-1
- 6 - R1-1 STOP SIGN, SEE SHEET SPD-1
- 7 - STREET SIGNS, SEE SHEET SPD-1
- 8 - U.S.P.S. CLUSTER BOX, SEE SHEET C-1.
- 9 - 0.25' HMA TYPE A OVERLAY.
- 10 - 0.50' HMA TYPE A OVER .83' AB CLASS 2
- 11 - WATER VALVE, PROTECT IN PLACE.
- 12 - PC&E GUY ANCHOR TO BE RELOCATED BY OTHERS.
- 13 - PC&E GUY ANCHOR TO REMAIN. CONTRACTOR TO PROTECT IN PLACE.
- 14 - REMOVE/SALVAGE TYPE P WARNING SIGNS (4 TOTAL)
- 15 - 0.20' HMA PAVING. (REMOVE AND REPLACE EXISTING AC PAVED DITCH) SEE SHEET D-4
- 16 - EXTEND HMA AND AB TO THE BASE OF U.S.P.S. PAD. SEE DETAIL ON SHEET C-1.
- 17 - RSP, No. 1 BACKING, SEE SHEET C-1
- 18 - RSP, No. 1 BACKING (SEE SHEETS L-3, & D-1)
- 19 - RELOCATE LARGE ROCK AS DIRECTED IN THE FIELD
- 20 - 0.25' THICK SHOULDER BACKING
- 21 - TRIM TREES FOR ADEQUATE LINE OF SIGHT
- 22 RAD.PNT.
11+50.83-9.53' LT
END DRAINAGE DITCH
- 23 RAD.PNT.
11+33.72-29.20' LT
N 49029.8823
E 9835.0854
R=20.00'
L=22.86'
Δ=65°29'32"
- 24 RAD.PNT.
10+64.19-50.00' RT
N 48957.5398
E 9911.4475
R=35.00'
L=14.36'
Δ=23°30'22"
- 25 RAD.PNT.
10+58.42-55.00' LT
N 48932.2155
E 9809.3838
R=40.00'
L=31.01'
Δ=44°25'15"
- 26 RAD.PNT.
10+86.11-37.00' LT
N 48962.7874
E 9821.8824
R=22.00'
L=34.06'
Δ=88°42'07"

AREA OF COMMON USE

MBGR

BEGIN 10+54.08-23.84' LT
 END 10+85.51-23.84' LT
 BEGIN 10+82.64-22.12' RT
 END 11+23.28-22.12' RT

ABBREVIATIONS

AP ANGLE POINT
 R/W RIGHT OF WAY
 PP POWER POLE
 ESA ENVIRONMENTALLY SENSITIVE AREA FENCING

PLAN
 SCALE: 1"=10'

PRELIMINARY 90%

EXHIBIT "A"

LAYOUT
 SCALE: AS NOTED

NO.	DATE	DESCRIPTION	BY

PREPARED UNDER THE SUPERVISION OF

REGISTERED CIVIL ENGINEER

DATE: 06/14/15

ROAD NUMBER: 1701



COUNTY OF EL DORADO, CA
 COMMUNITY DEVELOPMENT AGENCY
 TRANSPORTATION DIVISION

ALDER DRIVE AT EID CANAL BRIDGE
 REPLACEMENT

SHEET
 L-1
 4 OF 15
 77123