

**EXHIBIT "B"**

RECORDING REQUESTED BY AND RETURN TO:  
**PACIFIC GAS AND ELECTRIC COMPANY**  
**Auburn Land Office**  
**343 Sacramento St**  
**Auburn, CA 95603**

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# 2116-08-2597

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 NEVADA COUNTY, a political subdivision of the State of California, 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:

A prescriptive easement for a 12kV electric distribution line consisting of a single line of poles and necessary guy anchors with two (2) conductors suspended therefrom, and appurtenances thereto, together with a right of way along said pole line.

B. Agency has acquired certain rights of way and easements for roadway purposes in the vicinity of Newtown Road, County of Nevada, 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 Newton Road widening 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 location described as follows, hereinafter referred to as "new location":

The route of poles, guy anchors, conductors, and appurtenances thereto identified as locations four (4) and twelve through fifteen (12 – 15) upon the print of the construction drawing for PM 31062250, 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 hereby consents to the construction, reconstruction, maintenance or use by Agency for roadway purposes 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.

5. 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.

6. 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.

Agency: COUNTY OF NEVADA, a political subdivision of the State of California      PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By \_\_\_\_\_  
Honorable Edward C. Scofield  
Chair, Board of Supervisors

By \_\_\_\_\_  
Dawn Plise  
Supervisor  
Land Rights and Services  
North Valley Area

North Valley  
Auburn Land Service Office  
Electric Distribution  
USGS location MDM and T16N, R08E, S10, & NE 1/4  
PG&E Drawing Number(s):  
PLAT NO. M0901 & M0902  
LD of any affected documents: NA  
LD of any Cross-referenced documents: 2116-08-1980, 2116-08-0605  
TYPE OF INTEREST: 03, 11j, 11r  
Order # or PM #: 31062250  
County: Nevada  
Prepared By: S2P0  
Checked By: JEN8

## 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

State of California

County of \_\_\_\_\_)

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.

Signature \_\_\_\_\_ **Seal**

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Signature \_\_\_\_\_ Seal