

**EXHIBIT "B"**

RECORDING REQUESTED BY AND RETURN TO:  
**PACIFIC BELL TELEPHONE COMPANY**  
*Right of Way Office*  
*2700 Watt Avenue, Room 3012*  
*Sacramento, CA 95821*

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)

JOB # A006MCR, RW # NEV14937-01, TB60

AGREEMENT

**JOINT USE AGREEMENT**

THIS JOINT USE AGREEMENT, hereinafter called "Agreement", entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PACIFIC BELL TELEPHONE COMPANY, a California corporation doing business as AT&T California, hereinafter called "AT&T", and the NEVADA COUNTY, a political subdivision of the State of California, hereinafter called "Agency",

**RECITALS**

A. AT&T has established an easement by operation of law, and asserts an easement by prescription hereinafter referred to as "AT&T Easement", described as follows:

A prescriptive easement for a telecommunication route consisting of a single line of poles and necessary guy anchors suspended therefrom, and appurtenances thereto, together with a right of way along said pole line route.

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 AT&T's easement.

C. AT&T's facilities installed pursuant to AT&T's easement will interfere with the Newton Road widening project, and Agency desires to eliminate such interference.

**NOW, THEREFORE,** AT&T and Agency hereby mutually agree as follows:

1. The location of AT&T'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, appurtenances thereto identified as locations upon the print of the construction drawing for Job Number A006MCR, which includes Fourteen (14) poles, and Five (5) anchor/guy wires to be relocated attached hereto and made a part hereof.

2. Agency acknowledges AT&T's title to AT&T's easement in said new location and the priority of AT&T's title over the title of Agency therein. AT&T 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 AT&T's easement was acquired, without need for any further permit or permission from Agency. Except in emergencies, AT&T shall give reasonable notice to Agency before performing any work on AT&T'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. AT&T 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

AT&T's facilities then existing in said new location, the Agency shall notify AT&T in writing of such necessity and agree to reimburse AT&T on demand for its costs incurred in complying with such notice. AT&T 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, AT&T will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. AT&T 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 AT&T's facilities outside of said new location, Agency will (1) enter into AT&T's standard form of Joint Use Agreement covering the replacement location of AT&T's easement within the right of way, (2) provide executed document(s) granting to AT&T good and sufficient easement(s) outside of the right of way if necessary to replace AT&T's easement or any part thereof, and (3) reimburse AT&T for any costs it may be required to expend to acquire such easement, provided it is mutually agreed in writing that AT&T shall acquire such easement.

4. AT&T hereby consents to the construction, reconstruction, maintenance or use by Agency for roadway purposes over, along and upon AT&T's easement in the new location subject to AT&T's right and easement to use said new location for all of the purposes for which AT&T's easement was acquired and to the terms and conditions herein contained. AT&T 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 AT&T's easement or the priority thereof over the title of Agency in said new location. Both Agency and AT&T 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 AT&T 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 AT&T 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: NEVADA COUNTY, a  
political subdivision of the State of  
California

PACIFIC BELL TELEPHONE  
COMPANY, a California corporation  
doing business as AT&T California

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

By: \_\_\_\_\_  
Torrey Denoo  
AT&T Area Manager

**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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