

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# 2407-05-

AGREEMENT

PM# 31096729

CONSENT TO COMMON USE

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called PG&E, and the COUNTY OF NAPA, hereinafter called "Agency",

WITNESSETH

WHEREAS, 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:

(APN 031-040-033)

The easement and rights described in the deed from the W. Clarke Swanson, Jr. to Pacific Gas and Electric Company dated October 10, 1992, and recorded as Official Records Series Number 1992 040555, Napa County Record. PG&E's Land Document Number 2407-05-0546.

and

WHEREAS, Agency has acquired certain lands for the Oakville Cross Road Bridge Replacement Project in the vicinity of Oakville Cross Road at the Napa River, County of Napa, hereinafter referred to as "Agency right of way",

and

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

The parcel of land outlined by the heavy dashed lines designated "Area of Common Use" upon the print of PG&E's Drawing No. 31096729C, 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 Oakville Cross Road 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. 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, 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 the standard form of Joint Use Agreement covering the new location of PG&E's easement within the highway right of way, (2) provide executed document(s) granting to PG&E good and sufficient easement(s) outside of the highway 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.

3. 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.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officials thereunto duly authorized.

COUNTY OF NAPA, a public body of
the State of California

By _____
Steven Lederer
Director of Public Works

<p>I hereby certify that a resolution was adopted on the ____ day of _____, 20____, by the _____ authorizing the foregoing agreement. By _____ _____ Name & Title</p>

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____
Kent Poythress, PLS
Supervisor
Land Surveying and Engineering Support
North Coast

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 _____)

On _____, before me, _____ (Notary Public),
Here insert name and title of the officer
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 of Notary Public (Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

Area 7 – North Bay
Santa Rosa Land Management Office
Operating Department: Distribution
USGS location (MDM, T7N, R5W, SEC 22, NE 1/4 of SE ¼)
CAYMUS RANCHO
FERC License Number(s): N/A
PG&E Drawing Number(s): 31096729C
PLAT NO. II-3617
LD of any affected documents: 2407-05-0546
LD of any Cross-referenced documents:
TYPE OF INTEREST: 03, 11b, 43
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed) N/A
Order # or PM #: 31096729
JCN: N/A
County: NAPA
Utility Notice Numbers: N/A
851 Approval Application No. _____ Decision _____
Prepared By: REPQ
Checked By: CSSB _____
Revision Number:
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Oakville\Office\CCU Agreement\31096729 Consent to Common Use LPA.doc