


MARIPOSA COUNTY RESOLUTION NO. 81-79

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approves the following document, and Chairman WILLIAM H. MOFFITT, is hereby authorized to sign same:


P.G.&.E. Agreement to relocate electric facilities for Darrah Road realignment project.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 27th day of April 1981, by the following vote:


AYES: Moffitt, Erickson, Taber
NOES: None
ABSENT Dalton
ABSTAINED: None


WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:


ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


RICHARD K. DENHALTER,
County Counsel

AGREEMENT

1
2 THIS AGREEMENT, entered into this _____ 27th _____ day of
3 _____ April _____, 19 81 _____, by and between County of Mariposa here-
4 inafter called "AGENCY", and Pacific Gas and Electric Company,
5 hereinafter called "PG&E",

W I T N E S S E T H :

6
7 WHEREAS, AGENCY contemplates the realignment of a portion of
8 Darrah Road in the vicinity of Darrah, Mariposa County, California;
9 and

10 WHEREAS, PG&E maintains certain overhead electric distribution
11 facilities, hereinafter called facilities, which will interfere
12 with AGENCY's project; and

13 WHEREAS, AGENCY has requested and PG&E is willing to rearrange
14 said facilities to eliminate such interference;

15 NOW, THEREFORE, it is hereby mutually agreed as follows:

16 1. Upon the receipt by PG&E of notice in writing from AGENCY,
17 PG&E will commence and thereafter diligently prosecute the rear-
18 rangement of its facilities as nearly as possible in accordance
19 with PG&E's Drawing No. Y-5453 attached hereto and marked "Exhibit
20 A", provided, however, that PG&E shall not be obligated to perform
21 such work until necessary land rights have been acquired in a form
22 satisfactory to PG&E for any of PG&E's facilities which must be re-
23 placed in a new location.

24 2. In the event the construction of temporary facilities is
25 necessary, PG&E may use lands owned or controlled by AGENCY for
26 the purpose of making such temporary installation provided that
27 AGENCY shall have approved the location thereof. Upon completion
28 of construction of such facilities in their permanent location,

1 PG&E shall remove all temporary facilities.

2 3. Upon the completion of the work, AGENCY will reimburse
3 PG&E for 100% of the actual net cost, not to exceed six thousand
4 dollars (\$6,000.00), which PG&E has incurred in effecting the re-
5 arrangement of its facilities including costs, if any, involved in
6 any temporary rearrangement. The actual net cost is presently
7 estimated to be five thousand six hundred sixty dollars (\$5660.00)
8 of which AGENCY's share is five thousand six hundred sixty dollars
9 (\$5,660.00).

10 4. AGENCY shall convey or cause to be conveyed to PG&E all
11 necessary land or land rights in a form satisfactory to PG&E to
12 permit PG&E to install its facilities in a new location or reim-
13 burse PG&E for its costs, not to exceed the total of six thousand
14 dollars (\$6,000.00) set forth in paragraph three (3) herein for
15 all aspects of the rearrangement project, incurred in acquiring
16 such land or land rights; provided, however, that in satisfaction
17 of this obligation of AGENCY, AGENCY and PG&E will enter into a
18 Joint Use Agreement to be in the form attached and marked "Exhibit
19 B".

20 5. Actual cost will be determined in accordance with the
21 uniform system of accounts prescribed for utility companies by the
22 Public Utilities Commission of the State of California or PG&E's
23 regularly established accounting practices and will include, but
24 will not be limited to, the following charges; Survey costs, ac-
25 quisition of land rights, labor and payroll taxes, materials and
26 supplies, transportation, stores and tool expense, supervision and
27 overheads, including allowance for funds used during construction,
28 and an allowance for workmen's compensation and public liability

1 and property damage insurance.

2 6. AGENCY will be allowed credit for:

3 (a) Betterments defined as replacements costing more than
4 the replaced facilities because of greater capacity,
5 durability of efficiency.

6 (b) Salvage value of any materials removed and retained
7 by PG&E, the replacement cost of which is charged to
8 AGENCY.

9 7. Upon completion of the work, PG&E may submit to AGENCY,
10 its unitemized preliminary invoice for the actual charges recorded
11 to date, less 10% for estimated depreciation, salvage, and better-
12 ments, if any, and AGENCY, within thirty (30) days after receipt
13 of PG&E's invoice, shall reimburse PG&E therefor.

14 8. Within thirty (30) days after receipt of PG&E's itemized
15 invoice for the additional amount due PG&E, AGENCY shall reimburse
16 PG&E for the amount billed, not to exceed the total of six thousand
17 dollard (\$6,000.00) set forth in paragraph three (3) herein for all
18 aspects of the rearrangement project, provided, however, that
19 AGENCY shall have reasonable access to PG&E's accounts and records
20 for the purpose of auditing said invoice. If, after the itemized
21 invoice is prepared, it is determined that the actual net cost is
22 less than the amount previously paid by AGENCY, PG&E shall reim-
23 burse AGENCY the amount of the difference between the amount paid
24 and the actual net cost, without interest.

25 IN WITNESS WHEREOF, the parties hereto have executed this
26 Agreement by their duly authorized officers this day and year
27 first hereinabove set forth.

28 ////

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PACIFIC GAS AND ELECTRIC COMPANY


COUNTY OF MARIPOSA

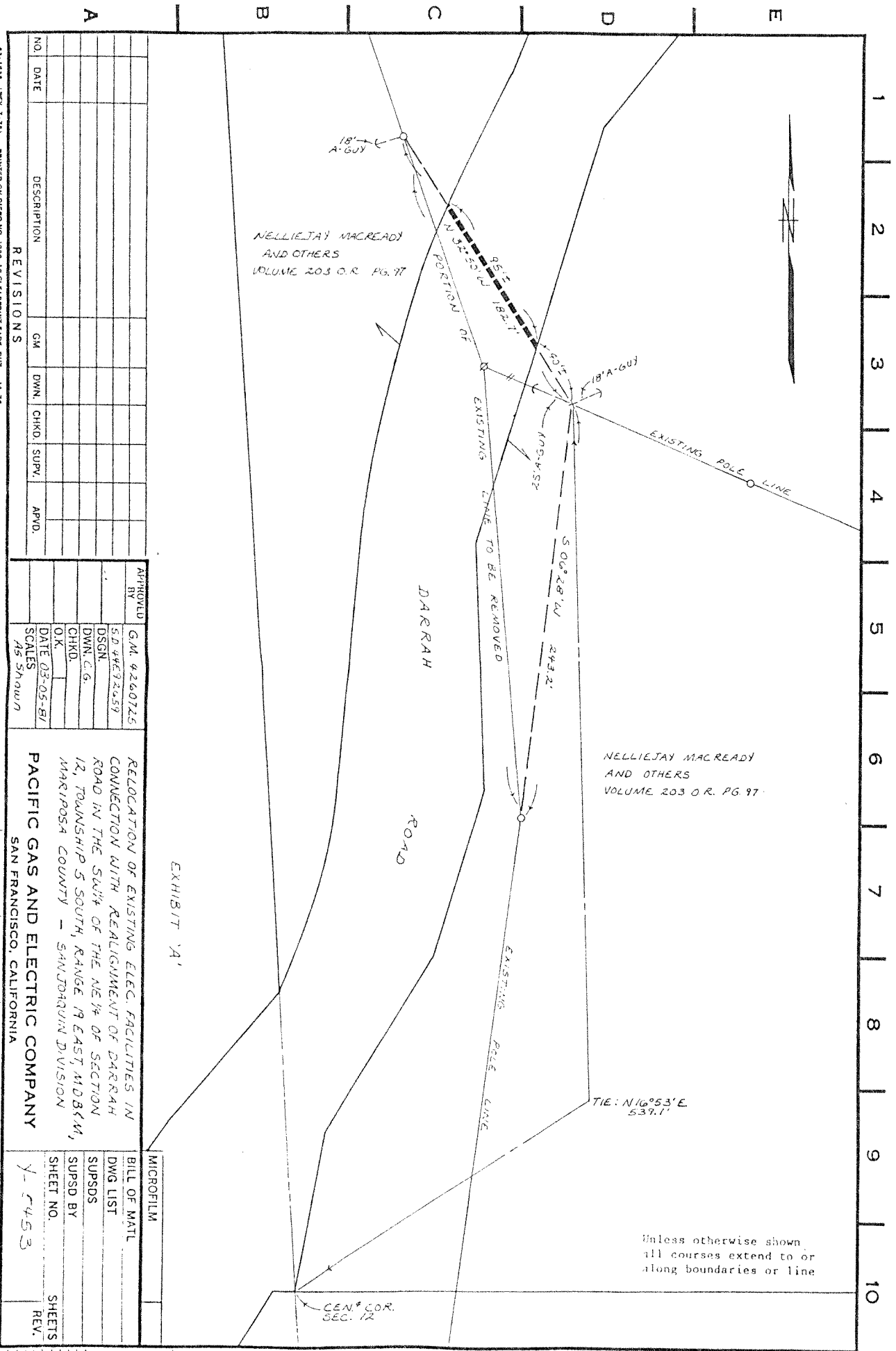
WILLIAM H. MOFFITT, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


RICHARD K. DENHALTER, County Counsel
4/29/81



| NO. | DATE | DESCRIPTION | GM | DWN. | CHKD. | SUPV. | APVD. |
|-----------|------|-------------|----|------|-------|-------|-------|
| REVISIONS | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| APPROVED BY | DATE | SCALE |
|-------------|----------|----------|
| GM 4260726 | 03-05-87 | As Shown |
| SD 4632058 | | |
| DSGN. | | |
| DWN. C.G. | | |
| CHKD. | | |
| O.K. | | |

RELOCATION OF EXISTING ELEC. FACILITIES IN CONNECTION WITH REALIGNMENT OF DARRAH ROAD IN THE SW 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 19 EAST, M.D.B.M., MARIPOSA COUNTY - SAN JOAQUIN DIVISION

PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA

| MICROFILM | BILL OF MATL | DWG LIST | SUPSDS | SUPSD BY | SHEET NO. | SHEETS | REV. |
|-----------|--------------|----------|--------|----------|-----------|--------|------|
| | | | | | 1-5453 | | |

42-1888 (REV. 7-73) PRINTED ON OVER NO. 100-19 CLEARPRINT FINE CUT 11-78

INCH = 50'

EXHIBIT "A"

Unless otherwise shown, all courses extend to or along boundaries or line

JOINT USE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 19_____,
by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "Company",
and the County of Mariposa
hereinafter called "Agency",

WITNESSETH

WHEREAS, Company is the owner in possession of certain rights of way and ease-
ments, hereinafter referred to as "Company's easement", described as follows:

This facility was installed on private property in 1947 without grant of right or evidence of permission, was immediately placed in public service and has continued to be so used ever since. An easement has been established by prescription, since the use was open, notorious, continuous, exclusive, and under claim of right inconsistent with, or adverse to a complete title in the fee holder for a period in excess of five years.

and

WHEREAS, Agency has acquired certain lands for Darrah Road

in the vicinity of Darrah, County of Mariposa, hereinafter referred to as "Agency right of way", which said Agency right of way is subject to the Company's easement, and

WHEREAS, Company's facilities installed pursuant to Company's easement will interfere with Darrah Road, and Agency desires to eliminate such interference,

NOW, THEREFORE, Company and Agency hereby mutually agree as follows:

1. The location of Company's easement so far as it now lies within said Agency right of way is hereby changed to the strip of land within said Agency right of way, hereinafter referred to as "new location", described as follows:

A strip of land of the uniform width of 10.0 feet the centerline of which is delineated by the heavy dashed line shown upon the print of Company's Drawing No. Y-5453, attached hereto and made a part hereof.

2. Company does hereby surrender and quitclaim to Agency all of Company's right, title and interest under and by virtue of Company's easement in the old location within said Agency right of way and not included in said new location.

3. Company hereby consents to the construction, reconstruction, maintenance or use by Agency of Darrah Road over, along and upon Company's easement in the new location subject to Company's right and easement to use said new location for all of the purposes for which Company's easement was acquired and to the terms and conditions herein contained. Company 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.

4. Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement or the priority thereof over the title of Agency in said new location. Both Agency and Company 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 Company 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 Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party.

5. 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.

PACIFIC GAS AND ELECTRIC COMPANY

By _____

Attest _____

COUNTY OF MARIPOSA

By _____

Attest _____

San Joaquin, GM 4260725, SD 2544 E92659,
NE¼ Sec. 12, T.5S., R.19E., M.D.B.&M.

