

Document exempt from recording fee -
California Government Code Section 27383

RECORDING REQUESTED BY
STATE OF CALIFORNIA

WHEN RECORDED RETURN TO
DEPARTMENT OF TRANSPORTATION
PO BOX 23440, MS-11A
OAKLAND, CA 94623-0440
Attn: MICHAEL O'CALLAGHAN

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Space above this line for Recorder's Use

CONSENT TO COMMON USE AGREEMENT

DISTRICT	COUNTY	ROUTE	POST MILE	UTILITY NO.	C.C.U.A. NO.
04	SCL	237	3.0	1991.4	63633-B

THIS AGREEMENT, entered into this _____ day of _____, 2025, by and between City of Sunnyvale, a municipal corporation, hereinafter called "Owner," and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "State."

WITNESSETH

WHEREAS, Owner is in possession of certain rights of way and easements, hereinafter referred to as "Owner's easement," and described as follows:

That certain public utility easement dedicated by The Prudential Insurance Company of America, a New Jersey corporation to City of Sunnyvale, a municipal corporation by parcel map dated December 22, 1977 and recorded January 6, 1978 in the office of the County Recorder of the County of Santa Clara, in Book 411 of Maps at page 1;

and

WHEREAS, State has acquired certain lands for highway purposes in the vicinity of Sunnyvale, County of Santa Clara on State Road 237, hereinafter referred to as "highway right of way," which said highway right of way is subject to Owner's easement; and

WHEREAS, the highway right of way occupies a portion of Owner'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:

Parcel 63633-B shown on Exhibit A, attached.

NOW, THEREFORE, Owner and State hereby mutually agree as follows:

1. Owner hereby consents to the construction, reconstruction, maintenance or use by State of a highway over, along and upon Owner's easement in the area of common use upon and subject to the terms and conditions herein contained.
2. State acknowledges Owner's title to Owner's easement in said area of common use and the priority of Owner's title over the title of State therein. Owner has and reserves the right and easement to use, in common with the public's use of said highway, said area of common use for all of the purposes for which Owner's easement was acquired, without need for any further permit or permission from State. Except in emergencies, Owner shall give reasonable notice to State before performing any work on Owner'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 highway or will obstruct traffic. In all cases, Owner shall make adequate provision for the protection of the traveling public.
3. Owner shall not, in the exercise of its rights under its easement, pass through or over the freeway fence(s) constructed by State across Owner's easement right of the "M1R" Line from Engineer's Station 62+33 to Station 63+09 except on emergencies or when necessary to permit the construction, reconstruction or replacement of Owner's facilities.
4. In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Owner's facilities then existing in said area of common use the State shall notify Owner in writing of such necessity and agree to reimburse Owner on demand for its costs incurred in complying with such notice. Owner will provide State with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by State, Owner will promptly proceed to affect such rearrangement, relocation, reconstruction or removal. Owner shall make adequate provisions for the protection of the traveling public. No further permit or permission from State for such rearrangement shall be required and if such rearrangement shall require the relocation of any of Owner's facilities outside of said area of common use, State will (1) enter into the standard form of Joint Use Agreement covering the new location of Owner's easement within the highway right of way, (2) provide executed document(s) granting to Owner good and sufficient easement outside of the highway right of way if necessary to replace Owner's easement or any part thereof, and (3) reimburse Owner for any costs which it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Owner shall acquire such easement.
5. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Owner's easement. Both State and Owner 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 Owner or State may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either State or Owner 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.

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

RECOMMENDED FOR APPROVAL:

OWNER

City of Sunnyvale

NEIL OETTINGER

Utility Coordination Manager

By _____

[Name]

[Title]

RECOMMENDED FOR APPROVAL:

By _____

QIN PHU

District Utility Coordinator

Right of Way – Local Programs

[Name]

[Title]

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Director of Transportation

By _____

MICHAEL O'CALLAGHAN, Attorney in Fact
Deputy District Director
Right of Way and Land Surveys

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

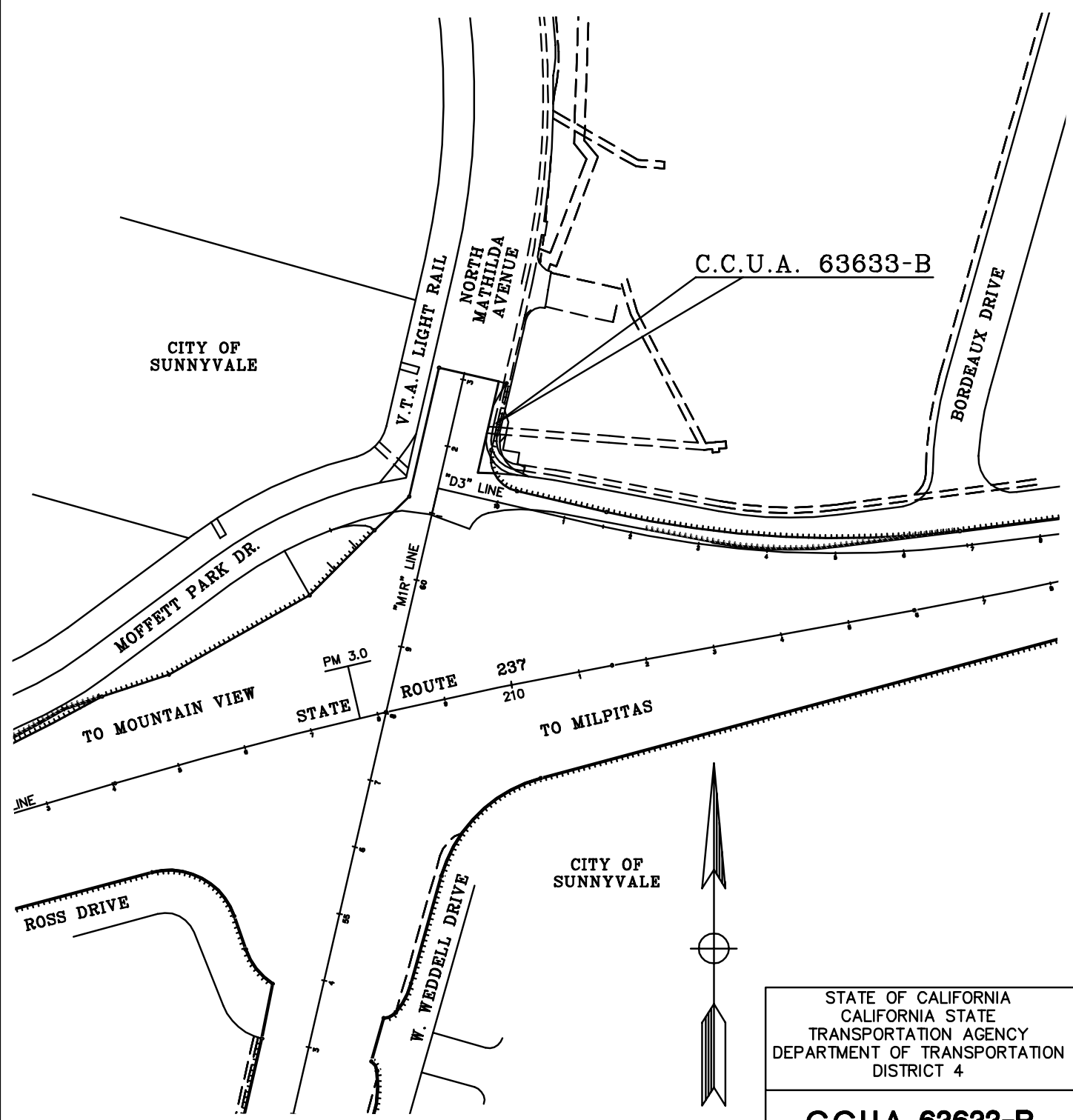
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RW 13-2 (REV 08/19/21)

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Coordinates and bearings are CCS 83 Zone 3 EPOCH 2010. Distances and stationing are grid distances. Multiply by 1.000048462 to obtain ground distances. All distances are in feet unless otherwise noted.

EXHIBIT 'A'
CITY OF SUNNYVALE
COUNTY OF SANTA CLARA



1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100
www.bkf.com

R-10743.3

STATE OF CALIFORNIA
CALIFORNIA STATE
TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT 4

C.C.U.A. 63633-B
Ut. No. 1991.4

DR. BY: D.DARLING		DATE: 6/05/25	
CK. BY: H. BERISHA		SCALE: 1"=200'	
CO.	RTE.	P.M.	DR. NO.
SCI	237	3.0	1 of 2

