

RECORDING REQUESTED BY

GARFIELD WATER DISTRICT

AND WHEN RECORDED MAIL TO

BAKER MANOCK & JENSEN, PC  
c/o Lauren D. Layne  
5260 N. Palm Ave., Suite 201  
Fresno, California 93704

--NO FEE--

Benefit of Garfield Water District  
Pursuant to Government Code § 6103

---

The undersigned grantor(s) declare(s):  
DOCUMENTARY TRANSFER TAX IS \$0

### **AGREEMENT FOR COMMON USE OF EASEMENTS**

THIS AGREEMENT FOR COMMON USE OF EASEMENTS (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between GARFIELD WATER DISTRICT, a California Water District (“District”), and the COUNTY OF FRESNO, a political subdivision of the State of California (“County”). The District and the County are sometimes collectively referred in this Agreement as the “Parties” or singularly as a “Party” or by their individual names.

#### **RECITALS**

A. WHEREAS, District is a California Water District organized and existing under and by virtue of the Water District Law, Division 13, of the California Water Code to provide water for irrigation purposes within District’s boundaries; and

B. WHEREAS, District holds a right-of-way and an easement for ditches, canals, pipelines, and other conveyance facilities (“District Facilities”) over, under, across, and through certain real property in Fresno County, California (collectively, “District Easements”); and

C. WHEREAS, County holds a right-of-way and easement for County-constructed roads including the shoulders of Copper Avenue, Auberry Road, International Avenue, Minnewawa Avenue, and Willow Avenue (collectively, “County Roadways”) over, under, across and through certain real property within the District’s boundaries located in Fresno County, California (collectively, “County Easements”); and

D. WHEREAS, the County Easements and District Easements overlap, which overlapping portion is more specifically described as that area shown on the depiction attached hereto as Exhibit “A”, which is incorporated herein, and hereby designated as the “Area of Common Use”; and

E. WHEREAS, the County Easements identified as Auberry Road, Copper Avenue, International Avenue, Minnewawa Avenue, and Willow Avenue, were recorded between 1886 1902 respectively; and

G. WHEREAS, the County Easements on Copper Avenue, Minnewawa Avenue, International Avenue and the northwest corner of Auberry Road and Copper Avenue were widened along sections and such additional easements were recorded between 1976 and 2017 collectively; and

H. WHEREAS, the 1966 District water project encroached into areas of overlapping easements where the County maintains prior rights; and

I. WHEREAS, the 2020 County signalization project at the intersection of Copper Avenue and Auberry Road encroached into an area of overlapping easements where the District maintains prior rights, and required the District to relocate certain pipeline facilities to eliminate conflict with the improvements; and

J. WHEREAS, District and County wish to establish certain conditions under which the Area of Common Use shall be used by the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Parties hereby agree as follows:

1. **District's Consent.** District hereby consents to the use by County of the Area of Common Use for purposes of maintaining and operating the County Roadways. County's use of the Area of Common Use shall be subject to District's right to fully use the Area of Common Use for all of District's purposes, and to the terms and conditions herein contained. Parties acknowledge that District and County each have certain prior rights in the Area of Common Use and District and County do not by this Agreement subordinate any rights it may have in the Area of Common Use to any use thereof by the other Party. County acknowledges that by District's consent to County's use of the Area of Common Use, District is making no representation or warranty regarding the existence or non-existence of any third parties claiming a right, title, or interest in the Area of Common Use.

2. **County's Consent.** County hereby consents to the use by District of the Area of Common Use for the operation, maintenance, repair, and replacement of District Facilities. County does not by this Agreement subordinate any rights it may have in the Area of Common Use to any use County shall make of the land.

3. **District Facilities.** District shall, at its own cost and expense, locate, construct, operate, maintain, repair, and replace the District Facilities in the Area of Common Use in such a manner and using such material as may be required so that the District Facilities will not at any time damage, impair, or interfere with the use by County of the County Roadways, unless the District has first obtained a permit from the County. District is required to obtain a permit from the County only if there will be damage to the County Roadway, elements of the project (including traffic control, soil excavation or stockpiling, or equipment) will be within the County right-of-way, or traffic will be impeded by the construction. Even is a permit is not required, the District shall coordinate any construction, repairs, or maintenance of the District Facilities so that it does not interfere with the use of the County Roadways. The County will pay to the District \$8,289.74, in consideration for the relocation required by the signalization project at the intersection of Copper Avenue and Auberry Road.

4. **County Roadways.** County shall, at its own cost and expense, locate, construct, operate, maintain, repair, and replace the County Roadways in the Area of Common Use in such a manner and using such material as may be required so that the County Roadways will not at any time damage, impair, or interfere with the use by District of the District Easements or District Facilities. The County shall coordinate any construction or maintenance of the County Roadways so that it does not interfere with the District's water delivery, operations, and maintenance schedules.

5. **Ownership of Facilities/Roadways.** All of the County Roadways constructed or installed pursuant or prior to this Agreement shall be the property of County, and all District Facilities, including appurtenances thereto, installed by District or existing in the Area of Common Use, shall be the property of District. Except as herein otherwise provided, neither District nor County shall have any right, title, or control over the other's property, other than as the Parties' may already have under applicable law.

6. **Common Use.** Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate the District Easements in the Area of Common Use. Both District and County shall use the Area of Common Use in such a manner as not to unreasonably interfere with the rights of one another and nothing herein shall be construed as a release or waiver of any claim for compensation or damages that District or County may now have, or may hereafter acquire, resulting from the construction or alteration of existing facilities or the construction or alteration of additional facilities by either District or County, which causes damage to or unreasonably interferes with the use of the Area of Common Use by the other Party. Each Party shall construct, operate, or maintain their improvements in the Area of Common Use in a manner that does not diminish or restrict the ability of the other Party to use the Area of Common Use for the purpose identified in this Agreement. Neither Party shall have the right to increase the extent or scope of their use of the Area of Common Use as identified in this Agreement, without the express written authorization of the other Party.

7. **Responsibilities of the Parties.**

(a) Except as described above, District and County shall be responsible for the maintenance, repair, alteration, improvement, or relocation of their respective facilities within the Area of Common Use.

(b) Nothing in this Agreement shall relieve the Parties of any responsibility toward the other for damage to the other Party's property located outside of the Area of Common use.

8. **Indemnification.**

(a) District shall indemnify, hold harmless and defend County and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by County, District or any other person, and from any and all claims, demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from use of District Facilities or District Easements in the Area of Common Use, except for the intentional acts or omissions, or willful misconduct of County or any of its officers, officials, employees, agents, and volunteers in performance of this Agreement; provided

nothing herein shall constitute a waiver by District of governmental immunities including California Government Code sections 810 et seq.

(b) County shall indemnify, hold harmless and defend District and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by District, County or any other person, and from any and all claims, demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the use of County Roadways and County Easements in the Area of Common Use, except for the intentional acts or omissions, or willful misconduct of District or any of its officers, officials, employees, agents, and volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by County of governmental immunities including California Government Code sections 810 et seq.

9. **Insurance.** It is understood and agreed that County and District will maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of either Party under this Agreement.

10. **Notice of Work.** Except in the event of an emergency, each Party shall give the other reasonable notice before performing or permitting any work affecting the other's facilities in the Area of Common Use. The reviewing Party shall have the right to specify reasonable conditions on, or changes in, the proposed work and schedule when necessary to prevent damage to its facilities or interference with its operations in the Area of Common Use.

Neither Party shall permit installation of facilities by others in the Area of Common Use without notification of the other Party. Each Party agrees to repair any damage to the other Party's facilities caused by work directed or performed by it within the Area of Common Use. In the event of an emergency, the District does not need to obtain a permit, but each Party must provide notice within one (1) business day of that Party commencing work and either Party may proceed to do what is reasonably necessary to prevent serious loss or damage and to protect the public health and safety. An emergency shall be deemed to exist if immediate action is reasonably required to prevent serious loss or damage to life or property, or to protect the public health and safety.

11. **Further Assurances.** From time to time and at any time after the execution and delivery of this Agreement, each of the Parties, at its own expense, shall execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by the other Party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by the other Party, to evidence or carry out the intent of this Agreement.

12. **Term.** The term of this Agreement shall be in perpetuity.

13. **Termination.** Violation of any term of this Agreement shall be cause for termination of the Agreement, and in such an event, District shall have all remedies available at law or equity to enforce District's right to unimpeded use of the Area of Common Use and the District Easement. No termination of this Agreement shall release County from liability hereunder, whether of indemnity or otherwise.

14. **Notices.** All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile or electronic transmission, and shall be deemed sufficiently given if served in a manner specified in this Section 14. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices.

To District: Garfield Water District  
c/o Secretary of the Board  
Post Office Box 337  
Clovis, California 93613  
Telephone: (559) 299-0201  
Facsimile: (559) 299-3095  
Email: pjwoodworth@woodworthcpa.com

With Copy to: Lauren D. Layne, Esq.  
Baker Manock & Jensen PC  
5260 N. Palm Avenue, Suite 201  
Fresno, California 93704  
Telephone: (559) 432-5400  
Facsimile: (559) 432-5620  
Email: llayne@bakermanock.com

To County: County of Fresno  
c/o Steven E. White, Director, or his successor  
Department of Public Works and Planning  
Fresno, California 93721  
Telephone: (559) 600-4078  
Email: stwhite@fresnocountyca.gov

Either Party may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier.

Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

15. **Relationship of Parties.** Neither Party hereto is, nor shall it become or be deemed to be, a partner or a joint venture with the other by reason of the provisions of this Agreement, nor shall this Agreement be construed to authorize either Party to act as the agent for the other.

Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Parties hereto with any third parties.

16. **Entire Agreement.** This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

17. **Amendments.** No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized and signed by representatives of both Parties.

18. **Successors.** The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, and administrators of the respective Parties.

19. **Assignment.** Neither Party hereto shall assign this Agreement, or any interest herein, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any such attempted assignment in violation of this Agreement shall be null and void.

20. **Governing Law; Venue.** This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California. Venue for the purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be in Fresno County, California.

21. **Attorney's Fees.** Should any action or proceeding be commenced between the Parties hereto concerning this Agreement, or the rights and duties of any Party in relation thereto, the Party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to recover from the losing Party a reasonable sum for its attorneys', paralegals', accountants', and other professional fees and costs incurred in connection with such action or proceeding.

22. **Severability.** If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

23. **Headings.** The subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

24. **Binding Effect.** This Agreement shall "run with the land" and be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

25. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**COUNTY**

**DISTRICT**

**COUNTY OF FRESNO,  
a political subdivision of the State of  
California**

**GARFIELD WATER DISTRICT,  
a California water district**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Garry Bredefeld


Name: PAT V. Rischianti


Title: Chairman of the Board of Supervisors  
of the County of Fresno

Title: President

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Alison Samarin  
Firm: Douglas T. Sloan, County Counsel  
Title: Attorneys for the County

Name: Lauren D. Layne  
Firm: Baker Manock & Jensen, PC  
Title: Attorneys for the District

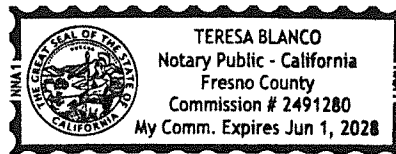
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Fresno )

On November 18, 2021, before me, Teresa Blanco, a Notary Public, personally appeared Pat V. Ricchiuti, 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

A handwritten signature in cursive script, appearing to read 'Pat V. Ricchiuti', written over a horizontal line.



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 Fresno )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a 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 \_\_\_\_\_

**EXHIBIT “A”**  
Depiction of Area of Common Use

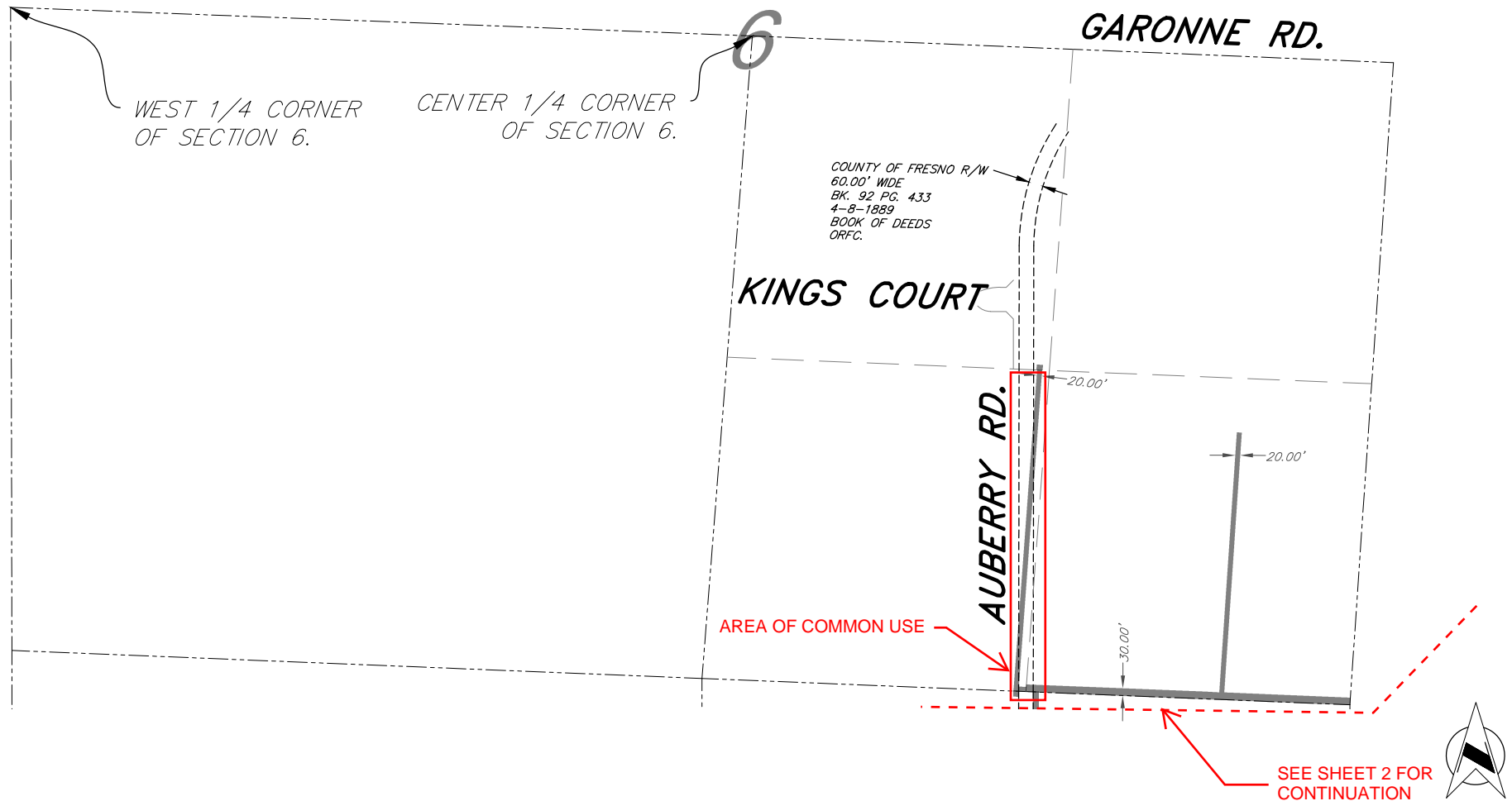
**LEGEND**



GARFIELD WATER  
DISTRICT EASEMENT  
RECORDED NOV. 10 1966.  
BK.5376 PG 535.  
OFFICIAL RECORDS OF  
FRESNO COUNTY.

T. 12 S., R. 21 E., M.D.B.& M.

EXHIBIT 1



NAME:

DATE:

DRAWN: M.R.

04/10/2023

CHECKED: J.H.

04/11/2023

REVISION: 01

04/10/2025

NOT TO SCALE



DEPARTMENT OF PUBLIC WORKS AND PLANNING

HSIP-COPPER AVENUE & AUBERRY RD.  
SOUTH HALF OF SECTION 6

PROJECT NO. G13544

SHEET NO. 1 OF 4

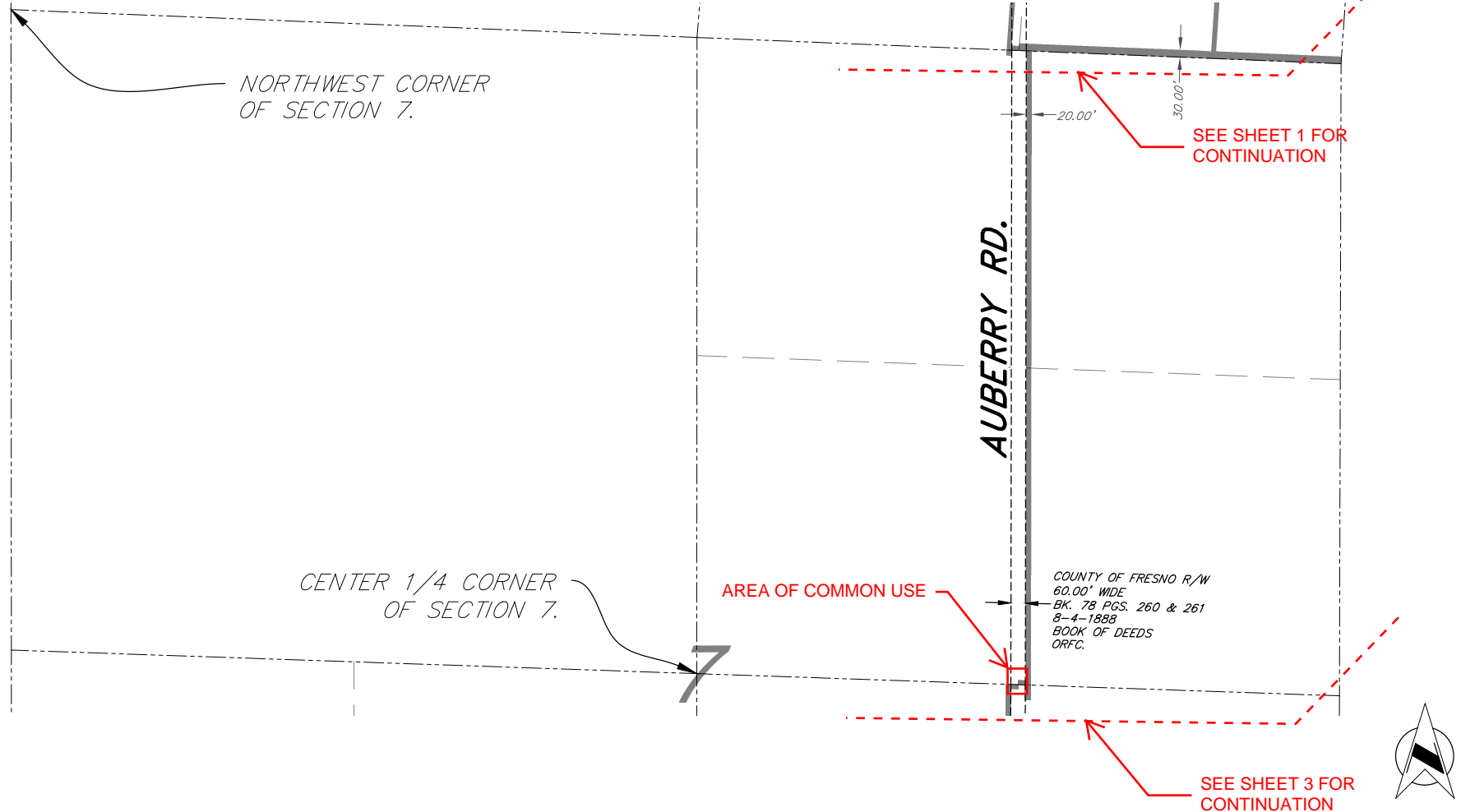
**LEGEND**



GARFIELD WATER  
DISTRICT EASEMENT  
RECORDED NOV. 10 1966.  
BK. 5376 PG 535.  
OFFICIAL RECORDS OF  
FRESNO COUNTY.

T. 12 S., R. 21 E., M.D.B.& M.

EXHIBIT 1



NAME:

DATE:

DRAWN: M.R.

04/10/2023

CHECKED: J.H.

04/11/2023

REVISION: 01

04/10/2025

NOT TO SCALE



DEPARTMENT OF PUBLIC WORKS AND PLANNING

HSIP-COPPER AVENUE & AUBERRY RD.  
NORTH HALF OF SECTION 7

PROJECT NO. G13544

SHEET NO. 2 OF 4

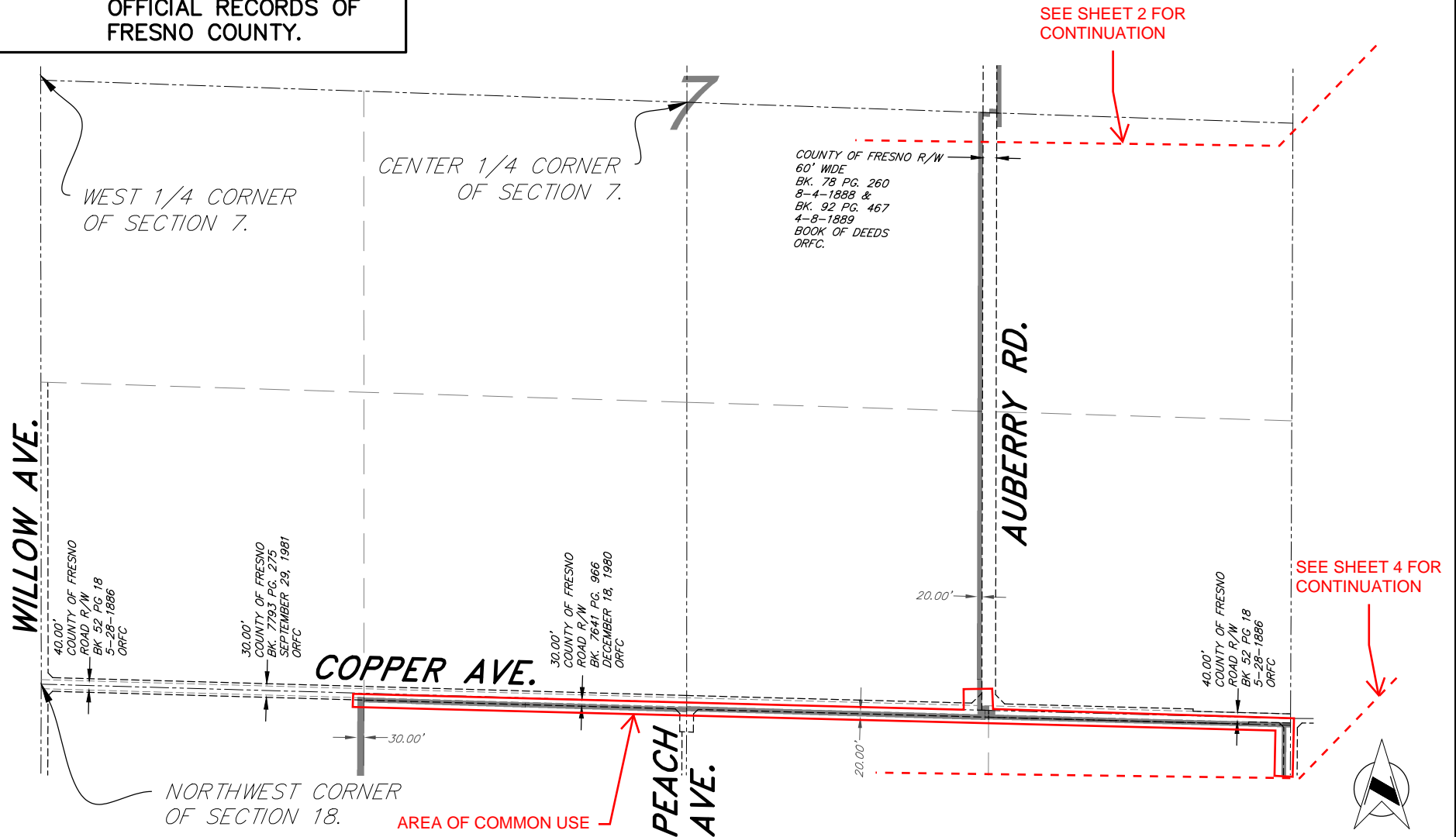
**LEGEND**



GARFIELD WATER  
DISTRICT EASEMENT  
RECORDED NOV. 10 1966.  
BK. 5376 PG 535.  
OFFICIAL RECORDS OF  
FRESNO COUNTY.

T. 12 S., R. 21 E., M.D.B. & M.

EXHIBIT 1



NAME:

DATE:

DRAWN: M.R.

04/10/2023

CHECKED: J.H.

04/11/2023

REVISION: 01

04/10/2025

NOT TO SCALE



DEPARTMENT OF PUBLIC WORKS AND PLANNING

HSIP-COPPER AVENUE & AUBERRY RD.  
SOUTH HALF OF SECTION 7

PROJECT NO. G13544

SHEET NO. 3 OF 4

## EXHIBIT 1

AUBERRY RD.

COUNTY OF FRESNO R/W  
N. 20.00' OF  
NE 1/4 OF SEC. 18  
REC. IN BOOK OF DEEDS  
BK. 52 PG. 18  
REC. 5-28-1886  
ORFC.

COPPER AVE.

COUNTY OF FRESNO R/W  
N. 30.00'  
BK. 7659 PG. 189  
REC. 1-19-1981  
ORFC.

COUNTY OF FRESNO R/W  
E. 30.00' OF  
NE 1/4 OF SEC. 18 —  
REC. IN DOCUMENTS  
DATED IN THE YEARS OF  
1976 & 1977.

**MINNEAPOLIS**

CENTER 1/4 CORNER  
OF SECTION 18.

WEST 1/4 CORNER  
OF SECTION 18.

INTERNATIONAL AVE.

COUNTY OF FRESNO R/W  
DEDICATED PER PARCEL  
MAP No. 2590  
REC. JANUARY 30, 1976  
FRESNO COUNTY RECORDS.

COUNTY OF  
FRESNO R/W  
PER RS BK 2 PG 46  
REC. 11-17-1902  
FRESNO COUNTY RECORDS.

AREA OF COMMON USE



SHEET NO. 4 OF 4