

JOINT USE AGREEMENT

This Agreement is entered into on _____, 2006, by and between the City of Sacramento ("City") and the County of Sacramento ("County").

WHEREAS, County holds easements (hereafter the "County Easements") from and over real property owned by Reclamation District No. 1000 (hereafter "RD 1000") for the purpose of establishing, constructing, reconstructing, maintaining, operating, repairing and renewing a trail or roadway for bicycling and hiking and for uses incidental and appurtenant thereto, together with all appurtenances, structures and equipment deemed necessary or convenient thereto, as set forth in the Easement Deeds dated November 10, 1967 and October 25, 1976, and recorded in the Office of the Recorder for Sacramento County at Book 671213, page 30 and Book 761104, page 619.

WHEREAS, the City and County desire that City use the County Easements for the purpose of establishing, constructing, reconstructing, maintaining, operating, repairing and renewing a trail or roadway for bicycling and hiking and for uses incidental and appurtenant thereto; and

WHEREAS, RD 1000 consents to City's use of County Easements for such purposes.

NOW, THEREFORE, the parties mutually agree as follows:

1. **City Facilities**: The County hereby consents to City's establishment, construction, reconstruction, maintenance, operation, repair and renewal of a trail or roadway for bicycle and hiking and for uses incidental and appurtenant thereto, and County agrees that such uses and facilities do not conflict or interfere with the use of the County Easements by County.
2. **Indemnity**: By acceptance of this Agreement, City hereby agrees to defend (with counsel reasonably acceptable to County), indemnify, and hold harmless County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the condition or use of the said property, or from activity or operations on said property during City's possession thereof, except and in proportion to the extent caused by the negligence or willful misconduct of a party indemnified hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.
3. **City obligations**: City assumes and agrees to abide by all terms, covenants and conditions of County Easements. City shall maintain the trail or roadway.
4. **General Conditions**: No amendment or modification to this Agreement shall be valid unless executed in writing and approved by both parties. This Agreement is not intended to, and shall not be interpreted as conferring any benefit or right

whatsoever upon any person or entity which is not a party hereto. Either party may record this Agreement in the Office of the Recorder for Sacramento County.

COUNTY OF SACRAMENTO

CITY OF SACRAMENTO

By _____
Douglas Bell
Chief Real Estate Agent, as directed by:
Resolution: _____
Dated: _____
Approved as to terms and conditions:

By Gustavo Vina
Gustavo Vina, Assistant City Manager
For: Ray Kerridge, City Manager

By Ronald D. Suter
Ronald D. Suter
Director, Department of Regional Parks,
Recreation and Open Space

By Robert G. Overstreet II
ROBERT G. OVERSTREET II
Director of Parks and Recreation

APPROVED AS TO FORM

By Stephen H. ...
Deputy County Counsel

By Jerry Hicks
JERRY HICKS
Deputy City Attorney

By _____
SHIRLEY CONCOLINO
City Clerk

CONSENT TO JOINT USE AGREEMENT

RECLAMATION DISTRICT NO. 1000

Paul Desereaux
JIM GLIFTON - Paul Desereaux
General Manager

