

Recording Requested by:

After Recording Return to:

AGREEMENT BETWEEN CITY OF SACRAMENTO AND
NATOMAS UNIFIED SCHOOL DISTRICT

This Agreement is made as of _____, 2006, by and between the City of Sacramento (hereinafter "City") and the Natomas Unified School District (hereinafter "Natomas").

RECITALS

WHEREAS, the City of Sacramento, the Natomas Unified School District, the Los Rios Community College District, and the Sacramento Public Library Authority have previously entered into a Cooperative Agreement relating to The Library for North Natomas; and

WHEREAS, the Cooperative Agreement provides that the City of Sacramento shall be the owner of the land and building constituting The Library for North Natomas; and

WHEREAS, the Cooperative Agreement commits all four parties to provide joint library services at The Library for North Natomas for no fewer than twenty years; and

WHEREAS, the Cooperative Agreement commits the City of Sacramento and the Sacramento Public Library Authority to provide public library services at The Library for North Natomas for no fewer than forty years; and

WHEREAS, the Natomas Unified School District is applying for a grant from the California Department of Education in the approximate sum of \$900,000, which sum will be contributed by Natomas Unified School District to The Library for North Natomas construction project to fund construction of school library facilities; and

WHEREAS, the City of Sacramento wishes to provide assurances to the Natomas Unified School District and the California Department of Education that for the entire forty-year period during which public library services will be provided at The Library for North Natomas, the Natomas Unified School District will be permitted and authorized to provide school library services at The Library for North Natomas; and

WHEREAS, provision of these assurances is consistent with the Cooperative Agreement and does not amend the Cooperative Agreement.

NOW, therefore, City and Natomas agree as follows:

1. This agreement is made with respect to real property located at _____, Sacramento, California, more particularly described in Exhibit A hereto.
2. City agrees that it shall take all necessary steps to provide Natomas with access to the above-described real property, commonly known as The Library for North Natomas for a period of forty (40) years following completion of construction of The Library for North Natomas, for the following purpose: to permit Natomas to provide school library services at The Library for North Natomas in compliance with Natomas' obligations to the California Department of Education as set forth in any grant agreement between Natomas and the California Department of Education that provides capital funding for the school library services portion of The Library for North Natomas. This access shall be of such a nature as to permit Natomas to comply with all grant requirements.

The City and Natomas specifically recognize that the State revenues contributed to The Library for North Natomas and received pursuant to Natomas' Grant Agreement with the California Department of Education (the "Grant Agreement") may contain minimum terms specifying a period of guaranteed use of the Library by Natomas for school library services. The City hereby specifically commits to ensure the availability of the Library to Natomas for such purposes consistent with the requirements of such Grant Agreement. The parties hereto commit to enter into such additional operating agreements or other forms of agreement to meet the timeline requirements associated with the Grant Agreement.

3. This agreement shall not require City or Natomas to undertake any activities that violate the terms of the Cooperative Agreement for The Library for North Natomas. Notwithstanding such fact, to the extent it is necessary to extend the terms of the Cooperative Agreement or for the City and Natomas to enter into a new operating agreement at the termination date of the current Cooperative Agreement, the City and Natomas shall take all necessary steps to extend the Agreement or enter

into a new operating agreement for purposes of meeting the requirements of the Grant Agreement.

4. Each party shall indemnify and hold harmless and defend the other party, its trustees, officers, agents, or employees from any and all liability, damages, costs or expenses which such indemnified party may become obligated to pay by reason of any claim, lawsuit or judgment on account of injury to property or injury or death to persons received or suffered which is caused in part or in whole by the act or omission of any duty of the indemnifying party, its trustees, officers, agents, or employees.
5. This agreement shall be recorded in the Real Property records of the County of Sacramento.
6. Natomas shall be entitled to injunctive relief to enforce its rights hereunder.

CITY OF SACRAMENTO

NATOMAS UNIFIED SCHOOL
DISTRICT

By _____
CITY MANAGER

By _____
SUPERINTENDENT

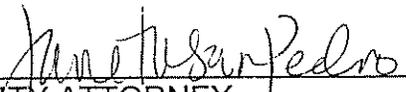
ATTEST:

ATTEST:

CITY CLERK

DISTRICT CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

APPROVED:

CALIFORNIA DEPARTMENT OF EDUCATION

State of California

County of _____

On _____ before me, (here insert name and title of the officer), personally
appeared _____

_____ personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____

On _____ before me, (here insert name and title of the officer), personally
appeared _____

_____ personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)