

Exhibit "1"

FREE RECORDING IN ACCORDANCE
WITH CALIFORNIA GOVERNMENT
CODE SECTION 6130 AND 27383

Documentary Transfer Tax - \$ 0.00

RECORDING REQUESTED BY

**AND WHEN RECORDED MAIL TO
FOR THE BENEFIT OF**

**FRESNO IRRIGATION DISTRICT
2907 SOUTH MAPLE
FRESNO, CA 93725-2218**

Recording Information

LOCATION: N/W KEARNEY And SISKIYOU AVENUES
APN: 020-140-22S and 23S _____
CANAL: SISKIYOU No. 146
PROJECT: TRACT 6447

AGREEMENT FOR COMMON USE OF EASEMENTS

This Agreement is made effective as of _____, 20____, by and between (i) the Fresno Irrigation District, a California irrigation district ("District") and (ii) the City of Kerman, a municipal corporation ("City"), with respect to the following facts:

A. District is the owner of those easement(s) and right(s)-of-way, as described in that certain Agreement recorded June 1, 1984, as Document No. 84053051, Official Records of Fresno County, and Agreement recorded November 4, 2005, as Document No. 2005-0262346, Official Records of Fresno County ("District's Easement"), for its use in connection with the construction, maintenance, operation, and use of an irrigation pipeline and incidental appurtenances, known as the Siskiyou No. 146 (the District's Pipeline").

B. City has or will acquire a fee title to a portion of the same property which is burdened by and subject to the District's Easement(s), and City intends to use this portion of that same property for the purpose of constructing, maintaining, and operating certain City Improvements. Said City Improvements shall include improvements of concrete walkway, street light footing, and landscaping (small shrubs, trees, irrigation facilities) in the District's Easement granted under Document 2005-0262346, depicted herein as Area A of **Exhibit "B"**, of the Area of Common Use. City also intends to use a portion of that same property for the purposes of constructing, maintaining, and operating additional certain City Improvements. Said City Improvements shall include improvements of: street light footing, wet and dry utilities, small shrubs, trees, irrigation facilities in the District's Easement and landscaping as Area B of **Exhibit "B"**, of the Area of Common Use, collectively ("City Improvements" or "Improvements"). All trees shall be shallow-rooted variety and located a minimum of 5 feet away from the outside edges of the District's Pipeline. Sprinkler main(s), and controllers shall all be located a minimum of 8 feet away from the outside edges of the District's Pipeline.

C. The City's Improvements overlap District's Easement, which overlapping portion is more specifically described in **Exhibit "A"** and shown on the attached **Exhibit "B"**; and, such overlapping area is hereby designated as the "Area of Common Use".

D. In order to facilitate the developer's Tract 6447, the developer must install certain City Improvements through the District Easement, to accommodate the new development. The Districts Easement and Districts Pipeline and related facilities are collectively hereinafter referred to as "Districts Facilities".

E. The District's Facilities will be located within a portion of the City's real property upon which the City intends to locate surface and underground City Improvements, and therefore, City has a need and desire to install and maintain improvements.

F. City and District desire to clarify their respective rights and obligations with respect to the City Improvements, the District Facilities, the Area of Common Use, and how they shall be used as well as located.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and the parties' adoption of the recitals above as part of their agreement, the parties agree as follows:

1. Area of Common Use.

(a) District hereby consents to the use by City of the Area of Common Use for purposes of constructing, maintaining, and operating City Improvements that do not unreasonably interfere with the District's use of its own District Facilities or the District Easement. The City's use of the Area of Common Use shall be subject to District Easement and to the terms and conditions herein contained, including the District's use of and access to its District Facilities. The District does not by this Agreement subordinate any rights it may have in the Area of Common Use to any use which City shall make use of the land. The District does not by this Agreement agree to any third-party utility or other third-party uses within Area A of the Area of Common Use which the City shall make use of the land without the express advance written consent first had and obtained from the District. Furthermore, neither City nor any third party shall make any other use of Area A of the Area of Common Use or District's Facilities without the expressed advanced written consent first had and obtained from District. City acknowledges that by this Agreement, the 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.

(b) City shall, at its own cost and with the District's prior approval, locate, construct, and maintain the City Improvements in the Area of Common Use in such a manner and of such material as may be required so that it will not at any time be a source of danger to or interference with the present or future uses of the District, the District's Facilities. City is specifically required to coordinate the construction of all future improvements so that such improvements do not interfere with the District's water delivery and maintenance schedules or the District's operation and use of the Area of Common Use or the District's Facilities.

(c) The right of the District to approve such construction details is solely for the benefit of the District and is not intended to assign to the District any responsibility for the safe and proper construction of the Improvements, such responsibility, and liability being entirely assigned to the City. Approval by the District of construction details shall not result in an

assumption of liability for the Improvements, their design, adequacy, uses, performance or structural integrity.

(d) All of the Improvements constructed or installed pursuant to this Agreement shall be the property of City, and all appurtenances and facilities installed by the District or existing in the Area of Common Use which are related to the District's Facilities shall be the property of District. Except as herein otherwise provided, neither District nor City shall have any right, title, or control over the other's property. In the event that the City ever vacates or abandons its Improvements, or in the event that the District ever vacates or abandons its appurtenances and facilities existing or installed by the District, the vacating/abandoning party shall record a document acknowledging the ongoing uses of the other party in the Area of Common Use previously shared by the parties so as not to work an abandonment or vacation of the interests of the other party.

(e) Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate the District Facilities in the Area of Common Use. Both District and City 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 which District or City 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 City which causes damage to or unreasonable interference with the use of the Area of Common Use by the other party.

(f) City shall be responsible to pay, and shall reimburse District upon demand, for any reasonable cost incurred by District for Work performed by District that is caused by or required by City's construction, maintenance or use of the Improvements, including the City's (or the developer's) work in the Area of Common Use. District shall provide reasonable advance written notice of the necessity of such work prior to commencement.

(h) Except as described above, District and City shall be responsible for the maintenance, repair, alteration, improvement or relocation of their respective facilities; and, as between the parties, the City shall be responsible for any maintenance, repair alteration or relocation of any third-party facilities the City permits, allows or provides for within the Area of Common Use.

(i) Nothing in this Agreement shall relieve the parties from any responsibility toward the other for damage to the other's property located outside of the Area of Common Use. District shall not be responsible for any damage to or for the costs of replacement or repair of any City or third-party facilities or Improvements located in the Area of Common Use, and City shall indemnify and hold District harmless for any cost and/or damages except for any such claims arising out of the willful misconduct or sole negligence of District or its directors, officers, employees or authorized volunteers.

(j) To the fullest extent permitted by law, the City agrees to be solely responsible for any and all injuries, damages, and claims to persons or property arising out of its use of the Area of Common Use, except for any such claims arising out of the willful misconduct or sole negligence or those of District or its directors, officers, employees or authorized volunteers, or those claims which violate the City's sovereign immunities. City agrees to defend, hold harmless, and indemnify District, its directors, officers, employees or authorized volunteers against any and all such injuries, damages, and claims. This indemnification agreement shall not be restricted to any insurance proceeds.

(k) Except in the event of an emergency, or as necessary to maintain the flow of water in the District's Facilities, 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, and shall furnish the other party with plans and specifications describing the work to be done beforehand. 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. Where such changes shall result in additional expense, such expense shall be borne by City. Neither party shall permit installation of facilities by others in the Area of Common Use without the written consent 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, except that where City's facilities within the Area of Common Use must necessarily be damaged, destroyed or removed by District to accommodate repair, maintenance, modification or replacement of District's facilities, District shall have no obligation to restore City's affected facilities. In the event of an emergency, no such notice shall be required 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.

(l) Violation of any term of this Agreement shall be cause of termination of the Agreement, and in such an event, the aggrieved party shall have all remedies available at law or equity, including the right to enforce District's right to the unimpeded use of the Area of Common Use. No termination of this Agreement shall release the other party from liability hereunder, whether of indemnity or otherwise.

2. Maintenance. City agrees that the District's Facilities constructed upon and within Area A of the Area of Common Use as described in **Exhibit "A"** and shown on **Exhibit "B"**, shall be maintained by City at City's sole expense. District shall notify City of root maintenance requirements, and City shall be responsible to hire a contractor to perform such maintenance that has appropriate experience with root intrusion in concrete pipe, as determined by District in its reasonable discretion. If City's choice of contractor is not acceptable to District, District shall hire a contractor to perform such maintenance or repairs at City's expense. City shall not otherwise perform, or cause to be performed, any maintenance or repairs of the pipeline without the express written consent of the District. Any such root intrusion removal/pipe maintenance or repair/replacement work by the District on its pipeline required to be performed by the City, the City's contractor or any contractor hired by District to work on its pipeline for the City's work, as noted above, does not result in any warranty, guarantee or obligation of District for such work performed under the City's maintenance obligation set forth above.

The parties shall cooperate in connection with the maintenance of District Facilities and shall meet and confer regarding the purported maintenance work required. Should City fail to maintain said District pipeline and appurtenant facilities upon written demand from District, within Area A of the Area of Common Use, District shall have the right, but shall not be required, to do said maintenance, make any such repairs or replacements, and City agrees to repay to District the actual cost of work required plus any additional reasonable precautions and actions that will be necessary in order to access District facilities without affecting City Improvements, with interest at the rate of 10% per annum, within 30 days after written demand is made from District.

3. Further Assurances. From time to time and at any time after the execution and delivery hereof, 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.

4. Time and Computation of Time. Time is of the essence of this Agreement and each and all of its provisions. The parties agree that the time for performance of any action permitted or required under this Agreement shall be computed as if such action were "an act provided by law" within the meaning of California Civil Code §10, which provides: "The time in which any act provided by law to be done is computed by excluding the first day and including the last, unless the last day is a holiday, and then it is also excluded.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto.

6. Waiver. Waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.

7. 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.

8. Binding Effect. This Agreement shall "run with the land" and be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of the parties hereto.

9. Interpretation. It is agreed and acknowledged by the parties that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

10. Professionals' 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.

11. Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies on any persons other than the parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any party to this Agreement.

12. Survival. Each of the terms, provisions, representations, warranties, and covenants of the parties shall be continuous and shall survive the consummation of the transactions contemplated in this Agreement.

13. Notices. All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of service if sent by telecopier, provided the original is concurrently sent by first class mail, and provided that notices received by telecopier after 5:00 p.m. shall be deemed given on the next business day, (iii) on the next business day after deposit with a recognized overnight delivery service, or (iv) or on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage-prepaid, and properly addressed as follows:

To District: Fresno Irrigation District
 2907 South Maple
 Fresno, CA 93725-2218
 Attn: General Manager

To City: City of Kerman
 850 S. Madera Avenue
 Kerman, CA 93630
 Attn: City Manager

A party may change its address for notices by providing notice to the other parties as provided above.

14. Termination. This Agreement may be terminated by a mutually executed Notice of Termination approved by both parties and recorded by District.

{remainder intentionally left blank}

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

“District”

The Fresno Irrigation District, a California irrigation district

By _____
Ryan Jacobsen, President

By _____
Bill Stretch, Secretary

“City”

The City of Kerman, a municipal corporation

By _____
John Jansons, City Manager

ATTEST:
Josie Camacho, City Clerk

By:

APPROVED AS TO FORM:
Hilda Cantu Montoy, City Attorney

By:

ACKNOWLEDGMENT

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 _____

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

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 _____ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

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State of California

County of _____

On _____ before me, _____
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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 _____ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

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Document Date: _____

Number of Pages: _____

EXHIBIT A
Legal Description

A portion of Lot 8 of the Fresno Irrigated Farms Company Tract, recorded in Book 8, Page 1 of Record of Surveys, Fresno County Records, within the Northeast Quarter of Section 11, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, described as follows:

Area A

COMMENCING at the East Quarter corner of said Section 11; thence South 89°52'32" West, along the South line of said Northeast Quarter, a distance of 659.78 feet; thence North 0°07'28" West, a distance of 20.00 feet to the South line of said Lot 8, thence North 0°43'19" East, along the west line of the east 630.00 feet of said Lot 8, a distance of 15.00 feet to the **TRUE POINT OF BEGINNING**; thence South 89°52'32" West, parallel with and 35.00 feet North of the South line of said Northeast Quarter, a distance of 561.31 feet; thence South 0°07'28" East, a distance of 15.00 feet to the South line of said Lot 8; thence South 89°52'32" West, along said South line, a distance of 26.00 feet; thence North 0°07'28" West, a distance of 35.00 feet; thence along a line parallel with and 55.00 feet North of the South line of said Northeast Quarter, a distance of 587.60 feet to the intersection with the West line of the East 630.00 feet of said Lot 8; thence South 0°43'19" West, along said West line, a distance of 20.00 feet to the **TRUE POINT OF BEGINNING**.

Area B

COMMENCING at the East Quarter corner of said Section 11; thence South 89°52'32" West, along the South line of said Northeast Quarter, a distance of 659.78 feet; thence North 0°07'28" West, a distance of 20.00 feet to the **TRUE POINT OF BEGINNING**; thence South 89°52'32" West, parallel with and 20.00 feet North of the South line of said Northeast Quarter, a distance of 561.08 feet; thence North 0°07'28" West, a distance of 15.00 feet; thence North 89°52'32" East, along a line parallel with and 35.00 feet North of the South line of said Northeast Quarter, a distance of 561.31 feet to the intersection with the West line of the East 630.00 feet of said Lot 8; thence South 0°43'19" West, along said West line, a distance of 15.00 feet to the **TRUE POINT OF BEGINNING**.

Contains an area of **0.47** acres more or less.

End of description.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Dated: February 13, 2025



Ruben Aparicio III



LINE TABLE

LINE #	LENGTH	BEARING
L1	659.78'	S89° 52' 32"W
L2	20.00'	N0° 07' 28"W
L3	35.00'	S0° 43' 19"W
L4	587.60'	N89° 52' 32"E
L5	35.00'	N0° 07' 28"W
L6	587.08'	S89° 52' 32"W
L7	20.00'	N0° 43' 19"E
L8	26.00'	N89° 52' 32"E

LINE TABLE

LINE #	LENGTH	BEARING
L9	15.00'	N0° 07' 28"W
L10	561.31'	N89° 52' 32"E
L11	15.00'	S0° 43' 19"W
L12	561.08'	S89° 52' 32"W
L13	1988.97'	S89° 52' 32"W

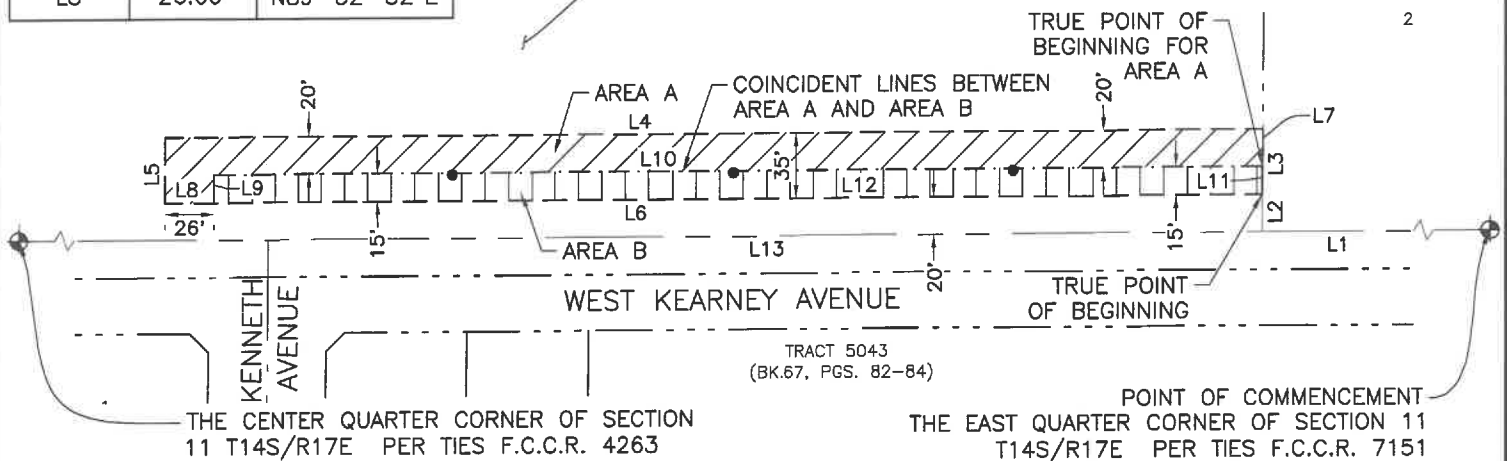
SCALE: 1"=100'

SCALE IN FEET

THE WEST LINE OF THE EAST
630 FEET OF SAID LOT 8

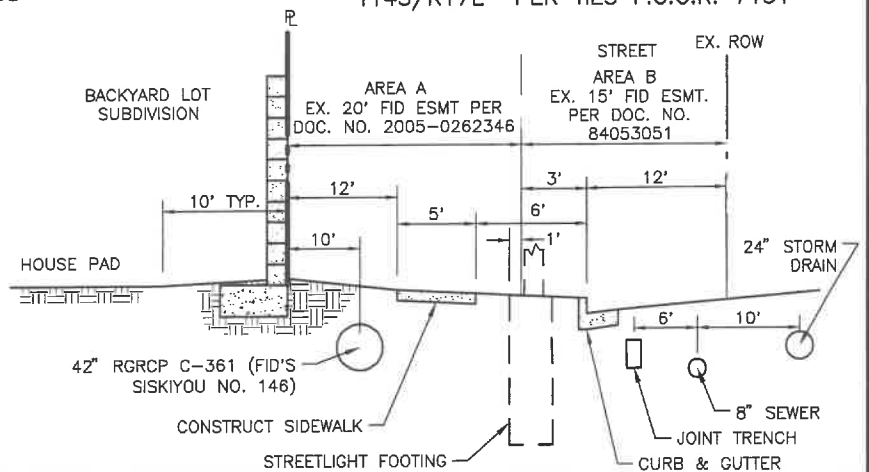
TRACT 5480
(BK. 75, PGS. 1,2)
FRESNO COUNTY RECORDS

APN:
020-140-235



LEGEND

- AREA OF COMMON USE BETWEEN FRESNO IRRIGATION DISTRICT AND CITY OF Kerman.
- AREA = ±20,557 SQ.FT. (0.47 AC.)
- AREA A PORTION OF EXISTING FRESNO IRRIGATION DISTRICT EASEMENT PER DOCUMENT NO. 2005-0262346 O.R.F.C
- AREA B PORTION OF EXISTING FRESNO IRRIGATION DISTRICT EASEMENT PER DOCUMENT NO. 84053051 O.R.F.C
- STREET LIGHT FOOTING LOCATIONS PER TRACT 6447 IMPROVEMENT PLANS
- F.C.C.R. FRESNO COUNTY CORNER RECORDS
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY



DETAIL 1 NOT TO SCALE

* NOTE: DETAIL 1 IS BEING FURNISHED AS AN AID IN LOCATING THE HEREIN DESCRIBED COMMON USE AGREEMENT AREA IN RELATION TO PROPOSED ADJOINING IMPROVEMENTS. IT IS NOT INTENDED TO BE USED FOR DESIGN OR CONSTRUCTION PURPOSES OR TO REPRESENT AS-BUILT CONDITIONS. PLEASE REFER TO THE APPROVED IMPROVEMENT PLANS FOR TRACT 6447 FOR ACTUAL IMPROVEMENT LOCATIONS.



FRESNO IRRIGATION DISTRICT - CITY OF Kerman AREA OF COMMON USE

EXHIBIT "B"

DR. BY: A.C.
CH. BY: J.L.
SCALE: 1" = 100'
DATE: 02/12/2025

SHEET NO:

SHEET 1 OF 1