

RECORDING REQUESTED BY

Engineering Department
Merced Irrigation District
744 West 20th Street

Merced, California 95344

AND WHEN RECORDED MAIL TO

-

(As Above)

-

-

-----SPACE ABOVE THIS LINE FOR RECORDERS USE-----

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT (herein "Agreement") is made and entered into this _____ day of _____, 2025, by and between City of Merced, a political subdivision of the State of California, hereinafter referred to as "CITY", and MERCED IRRIGATION DISTRICT, an irrigation district of the State of California, hereinafter referred to as "DISTRICT";

WITNESSETH

WHEREAS, DISTRICT owns and operates its Hartley Lateral, currently a 66" diameter pipeline located within an unspecified width easement adjacent to the North line of Lots 94, 95, 96, and 97 as shown on that certain map entitled "Merced Colony" filed in Book 4 of Official Plats, at Page 24, as described in those certain Contracts to Furnish Water filed April 15, 1910, in Volume "L", Agreements, Pages 178, 181, 184 and 187, Merced County Records. The pipeline and appurtenances are generally located, and the reach of the Hartley Lateral associated with this Agreement is located within the southerly 25.00 feet of Childs Avenue, lying within the Northwest quarter of Section 34, Township 7 South, Range 14 East, Mount Diablo Base Meridian, as described in Exhibit "A" and shown on Exhibit 'B' attached hereto and by this reference incorporated herein; and

WHEREAS, CITY is the landowner of the property within which the Hartley Lateral is located. CITY is willing to grant DISTRICT the permanent right to continue to locate, operate and maintain, and replace when appropriate, DISTRICT's facility, and also wishes to enjoy joint use of those portions of said DISTRICT right-of-way lying within Childs Avenue, as required; and

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter set forth, CITY and DISTRICT do hereby mutually agree as follows:

AGREEMENT

1. CITY and DISTRICT agree that each shall have joint use in common of certain areas where the DISTRICT's water conveyance facility (Hartley Lateral) coincides with the CITY's

rights-of-way and easements for streets, sidewalk and other improvements. CITY and DISTRICT shall use said joint-use area in such a manner as not to unreasonably interfere with the rights, use and enjoyment of said lands by the other party hereto.

2. In the event that the reconstruction or improvement of the facilities thereon by the CITY shall at any time necessitate a re-arrangement, relocation, or removal of the DISTRICT's facilities in said location, CITY shall bear all expenses required to relocate DISTRICT facilities. Any relocation or associated easement exchange shall be approved by the DISTRICT Board of Directors. It is understood that the DISTRICT shall maintain, at its own cost and expense, said DISTRICT facilities that may be installed within said common area.

3. The DISTRICT shall have full rights to control the DISTRICT's interest in said joint-use area in connection therewith, and all areas subject to DISTRICT right-of-way. This includes, for example, the right to operate, maintain, repair, improve upon and replace the DISTRICT's facilities.

4. Neither CITY nor DISTRICT shall alter or in any way modify the improvements of the other party hereto, without obtaining the express written consent of the other party, which consent shall not unreasonably be withheld. The CITY agrees that no utilities will be installed parallel to the DISTRICT'S facilities within the Joint Use Agreement Area as described in Exhibit 'A'. CITY also agrees that no trees or vines shall be planted or grown or permanent fences or structures placed on or within the Joint Use Area without the prior express written consent of the DISTRICT. Notwithstanding the above notice provisions of this paragraph, in an emergency, reasonable notice commensurate with the emergency shall be given to the other party. Notwithstanding the foregoing, DISTRICT may temporarily disturb street paving, sidewalks, or other city overlying improvements as may be reasonably necessary to repair or maintain (including replacement) its improvements in the joint use area.

5. Hold Harmless:

In connection with any work performed by DISTRICT within the joint-use area, DISTRICT agrees to and does hold CITY and its officers, directors, employees and agents free, clear and harmless and defend CITY against any and all liability, claims, judgements, costs, and demands, including demands arising from injuries or death of a person or persons, and damage to property, arising directly or indirectly out of construction, removal or maintenance performed by DISTRICT.

In connection with any work performed by CITY within the joint use area, CITY agrees to and does hold DISTRICT and its officers, directors, employees and agents free, clear and harmless and defend DISTRICT against any and all liability, claims, judgments, costs, and demands, including demands arising from injuries or death of person or persons, and damage to property, arising directly or indirectly out of the construction, removal or maintenance performed by CITY.

6. This Agreement shall run with the land, and inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

7. Nothing herein shall limit or restrict the use by DISTRICT of the property subject hereto for the conveyance of water, including but not limited to use for irrigation, flood control, drainage, frost protection, groundwater recharge, water conservation, fish and wildlife enhancement, power generation, and any other beneficial use.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate by these respective officers' thereunto duly authorized.

ATTEST:

APPROVED AS TO FORM:


CRAIG J. CORNWELL
CITY ATTORNEY

CITY OF MERCED
A Municipal Corporation

By: _____
D. SCOTT MCBRIDE
CITY MANAGER


ATTEST:

By: _____
D. SCOTT MCBRIDE
CITY CLERK

ACCOUNT DATA:
M. VENUS RODRIGUEZ
FINANCE OFFICER

BY: _____
VERIFIED BY FINANCE OFFICER

MERCED IRRIGATION DISTRICT

By: 
BRYAN KELLY
DEPUTY GENERAL MANAGER
WATER RESOURCES

California All-Purpose Certificate of 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 Merced } S.S.

On 1/27/25 before me, Kristine Morris, Notary Public
Name of Notary Public, Title

personally appeared Bryan Kelly
Name of Signer (1)

Name of Signer (2)

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.

Kristine Morris
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of JUA

containing 6 pages, and dated 1/27/25

The signer(s) capacity or authority is/are as:

☐ Individual(s)
☐ Attorney-in-fact
☒ Corporate Officer(s) Deputy General Manager
Title(s)

☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 44 Entry # 5

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

EXHIBIT 'A'

JOINT USE AGREEMENT

PARCEL 1

That portion of Childs Avenue as dedicated on Map "THE CROSSING AT RIVER OAKS, PHASE 2", recorded in Volume 88 of Official Plats, at Page 1, Merced County Records, lying within a portion of the Northwest quarter of Section 34, Township 7 South, Range 14 East, Mount Diablo Base Meridian, in the City of Merced, County of Merced, State of California, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 34; thence along the West line of said Section 34, South 0°15'28" East 45.00 feet; thence leaving said West line, parallel with the North line of the Northwest quarter of said Section 34, North 89°51'14" East 47.00 feet to the POINT OF BEGINNING for this description; thence continuing parallel with the North line of the Northwest quarter of said Section 34, North 89°51'14" East 691.16 feet to the West line of the Parcel described in Document No. 2004-003543, Merced County Records, also called Point A for purposes of this description; thence along said West line, South 0°16'47" East 25.00 feet to the South line of said Childs Avenue; thence leaving said west line and continuing along said South line of said Childs Avenue, South 89°51'14" West 691.17 feet; thence parallel with the West line of said Section 34, North 0°15'28" West 25.00 feet to the POINT OF BEGINNING for this description.

Subject to rights of record, if any.

PARCEL 2

That portion of land lying within the Parcel described in Document No. 2004-003543 Merced County Records, and being a portion of the Northwest quarter of Section 34, Township 7 South, Range 14 East, Mount Diablo Base Meridian, in the City of Merced, County of Merced, State of California, being more particularly described as follows:

BEGINNING at the aforementioned Point A as described in the above Parcel 1; thence parallel with the North line of the Northwest quarter of said Section 34, North 89°51'14" East 125.00 feet to the East line of the Parcel described in Document No. 2004-003543, Merced County Records also called Point B for the purposes of this description; thence along said East line, South 0°16'47" East 25.00 feet; thence leaving said East line and parallel with the North line of the Northwest quarter of said Section 34, South 89°51'14" West 125.00 feet to a point on the West line of said Parcel; thence along the West line of said Parcel, North 0°16'47" West 25.00 feet to the aforementioned Point A and the POINT OF BEGINNING for this description.

Subject to rights of record, if any.

PARCEL 3

That portion of Childs Avenue as dedicated on Map "THE CROSSING AT RIVER OAKS, PHASE 4", recorded in Volume 88 of Official Plats, at Page 7, Merced County Records land lying within a portion of the Northwest quarter of Section 34, Township 7 South, Range 14 East, Mount Diablo Base Meridian, in the City of Merced, County of Merced, State of California, being more particularly described as follows:

BEGINNING at the aforementioned Point B described in the above Parcel 2; thence parallel with the North line of the Northwest quarter of said Section 34, North $89^{\circ}51'14''$ East 1769.48 feet to the East line of said Child Avenue dedication; thence along said East line, South $0^{\circ}19'48''$ East 25.00 feet to the South line of said Childs Avenue; thence along the South line of said Childs Avenue, South $89^{\circ}51'14''$ West 1769.50 feet to a point on the East line of the Parcel described in Document No. 2004-003543, Merced County Records; thence along said East line, North $0^{\circ}16'47''$ West 25.00 feet to the aforementioned Point B and the POINT OF BEGINNING for this description.

Subject to rights of record, if any.



EXHIBIT 'B'

JOINT USE AGREEMENT

