

When recorded,  
return this document to:

Department of Water Resources  
Division of Engineering  
Real Estate Branch  
P. O. Box 942836  
Sacramento, CA 94236-0001

Space above this line for Recorder's Use

## COMMON USE AGREEMENT

Sacramento, California

(Date)

THIS COMMON USE AGREEMENT (“Agreement”), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the County of Yolo (hereinafter referred to as “County”), and the State of California Department of Water Resources, on behalf of the Sacramento and San Joaquin Drainage District, acting by and through the Central Valley Flood Protection Board (hereinafter referred to as “District”):

### **Recitals**

WHEREAS, as described in the Agreement for Joint Use between District and Division of Highways, State of California (“Caltrans”), attached hereto as Exhibit A, entered into on or around January 7, 1965 (“1965 Agreement”), District acquired certain lands for its levees, channel, and appurtenances at various sites along the Sacramento River, between Elkhorn Ferry and Bryte (now part of West Sacramento) in Yolo County, which levees, channel, and appurtenances traversed portions of Caltrans’ facilities; and

WHEREAS, on December 7, 1979, the Yolo County Board of Supervisors adopted Resolution No. 79-191 (attached hereto as Exhibit B), whereby Yolo County formally agreed to assume maintenance of all portions of Caltrans facilities (Route 16) from the County line at the “I” street Bridge to the Elkhorn Bridge on I-5; and

WHEREAS, as recorded in Yolo County Recorder’s Book 1543, page 161, on or around September 29, 1982 (“1982 Resolution,” attached hereto as Exhibit C), the California Transportation Commission relinquished to Yolo County all of the State of California’s right, title and interest in and to the Caltrans’ facilities between I-5 Interstate near Elkhorn Bridge and Sacramento County Line at I Street Bridge which encompassed the portions of Caltrans’ facilities within the 1965 Agreement (“County Facilities”); and

WHEREAS, pursuant to Resolution No. 79-191, Yolo County assumed maintenance obligations of the described portions of the County Facilities upon relinquishment by Caltrans to County; and

WHEREAS, the U.S. Army Corps of Engineers, in partnership with District, is undertaking a project to widen the Sacramento Weir (“the Project”), which will require a certain portion of the County Facilities to be relocated, and a portion to be replaced with a new concrete bridge deck structure (“Widened Weir”); and

WHEREAS, County and District enter into this Agreement to define their respective rights and obligations as to the portions of County’s Facilities to be relocated as a result of the Project within the “Area of Common Use,” as depicted on Exhibit D, which exhibit is incorporated in this Agreement by reference.

### Agreement

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter set forth, County and District mutually agree as follows:

1. County hereby consents to the construction, reconstruction, maintenance or use by District of County Facilities in the Area of Common Use for the Project, and related flood control projects, upon and subject to the terms and conditions herein contained.
2. County shall not be responsible for any costs related to constructing the Project. It is understood by both County and District that the construction of the Project will be conducted by the U.S. Army Corps of Engineers’ contractor who will obtain an encroachment permit from County prior to commencing construction of the Project to help address construction impacts to the County due to the Project.
3. Following completion of the Project:
  - a. District shall maintain, at District’s sole expense, the Widened Weir including structural components such as the concrete bridge railing and associated structural appurtenances, excluding, as further described in section 2.b, roadway surfaces on the Widened Weir and approach structures within the Area of Common Use; and
  - b. County shall maintain, at County’s sole expense, asphalt pavement roadway and underlying aggregate base, roadway shoulders, roadway signage, roadway striping, metal guard railing, and roadway surfaces on the Widened Weir and approach structures. County shall continue to maintain, repair, and replace all other County Facilities within the Area of Common Use.
4. County and District acknowledge the priority of title of each other wherever applicable in the Area of Common Use, subject to this Agreement.
5. Except in cases of routine maintenance and emergencies, County shall give reasonable notice to District before performing any work on County Facilities in said Area of Common Use. Furthermore, prior to performing said work, County shall submit to District for approval, all plans and specifications of any proposed construction, reconstructions, modifications, or alterations by County of County Facilities which are within or may affect the Area of Common Use, which approval shall not be unreasonably withheld.
6. In the event that the District’s future use of District’s facilities shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any County Facilities then existing in the Area of Common Use, District shall notify County in writing of such necessity and shall reimburse County on demand for its reasonable costs incurred in complying with such notice. County will provide District with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by District, County will promptly proceed to



With a Copy to: California Department of Water Resources  
Office of the General Counsel  
715 P Street  
Sacramento, CA 95814  
Attn: John Wheat  
John.Wheat@water.ca.gov

To County: Yolo County Public Works  
Attn: Todd N. Riddiough, Interim Director of Public Works  
292 West Beamer St.  
Woodland, CA 95695  
530-666-8039  
Todd.Riddiough@yolocounty.org

14. Each party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out their respective obligations under this Agreement.
15. This Agreement may be amended or modified only by a written amendment, signed by duly authorized representatives of County and District.
16. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement may also be delivered by portable document format (pdf).
17. This Agreement may be executed by electronic signature(s) and transmitted in portable document format (pdf) version by email and such electronic signature(s) shall be deemed an original for the purposes of this Agreement and shall have the same force and effect as a manually executed original.
18. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

***SIGNATURES APPEAR ON THE FOLLOWING PAGE***

IN WITNESS, WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials.

COUNTY OF YOLO:

By \_\_\_\_\_  
Oscar Villegas, Chair  
Yolo County Board of Supervisors

Date \_\_\_\_\_

Attest: Julie Dachtler, Senior Deputy Clerk  
Yolo County Board of Supervisors

By \_\_\_\_\_  
Deputy (Seal)

Approved as to Form  
Philip J. Pogledich, County Counsel

By Kimberly E. Hood  
Kimberly E. Hood, Asst. County Counsel

SACRAMENTO AND SAN JOAQUIN  
DRAINAGE DISTRICT, acting by and  
through The Central Valley Flood Protection  
Board of the State of California:

By \_\_\_\_\_  
Linus A. Paulus, Manager  
Acquisition and Appraisal Section

Date \_\_\_\_\_

Approved as to Legal Form and sufficiency  
for The Central Valley Flood Protection  
Board

\_\_\_\_\_  
John Wheat, Attorney  
Office of the General Counsel

Date \_\_\_\_\_