

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of Yolo
Office of the County Counsel
625 Court Street, Room 201
Woodland, CA 95695
Attn: Philip J. Pogledich, County Counsel

APN 069-460-055 and APN 069-460-056

SPACE ABOVE THIS LINE FOR RECORDER'S USE
*Exempt from recording Fees Pursuant to
Gov. Code §§ 27383 and 6103*

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (Agreement), dated for reference purposes as of _____ [date], 2024 is entered into by and between the County of Yolo, a political subdivision of the State of California ("County"), and the City of Davis, a municipal corporation ("City"), and each of their respective successors and assigns, are from time to time referred to individually as a "party" and collectively as the "parties."

RECITALS

- A. The County and City entered into a Memorandum of Understanding in October 2012 (Yolo County Agreement No. 12-166) regarding a potential library in a portion of Walnut Park located in South Davis ("Walnut Park Library").
- B. The County was awarded a State Library Building Forward grant to construct the Walnut Park Library and the City has pledged \$1.5 million toward the Walnut Park Library project with the understanding that the Library may also be used as a community resilience hub.
- C. The City has granted an approximate 1.6-acre parcel on a portion of Walnut Park to the County for the library and the County is now the owner of that certain real property, identified as APN 069-460-055 ("Library Property") located in the City of Davis, California and generally depicted in Exhibit A attached hereto and incorporated by reference.

- D. The City is the owner of the portions of that certain real property known as Walnut Park and identified as APN 069-460-056, which abuts and is adjacent to the Library Property, located in the City of Davis, California (“City Park Property”), the pertinent portions of which are generally depicted in Exhibit A hereto.
- E. The parties desire to grant to one another certain easements as to certain portions of the Library Property and City Park Property and to address their respective maintenance obligations in a separate unrecorded maintenance agreement.

NOW, THEREFORE, in consideration of the foregoing recitals of fact, the mutual covenants contained in this Agreement, and such other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, for themselves, their successors and assigns, agree:

AGREEMENT

1. Easements over City Park Property. The City grants to the County the easements over the City Park Property set forth in this Section 1, collectively, “City Easements”). The locations of the City Easements are generally depicted on the map attached to this Agreement as Exhibit A.

1.1 Fire Access Lane Easement. The City grants to the County a perpetual nonexclusive easement and ingress/egress over, on, across, and through the “Fire Access Lane Easement,” as shown on the map attached hereto as Exhibit A. The Fire Access Lane Easement is granted for the construction and use by the County of a paved Fire Access Lane to serve the Walnut Park Library constructed at any time by the County within the Fire Access Lane Easement area, including ingress/egress to the Fire Access Lane Easement area.

1.2 Bike Path Spur Temporary Construction and Access Easement. The City grants to the County a temporary construction easement and ongoing ingress/egress over, on, across, and through that portion of the City Park Property identified as the “Bike Path Spur” on the map attached hereto as Exhibit A, to construct the Bike Path Spur. The County will be solely responsible for constructing the new Bike Path Spur, subject to City specifications, from the Davis bike loop to the Library entry plaza, which includes construction on a portion of the City Park Property as identified in Exhibit A.

1.3 Connection Parking Lot Temporary Construction and Access Easement. The City grants to the County a temporary construction easement and ongoing ingress/egress over, on, across, and through that portion of the City Park Easement to construct and connect the existing City parking lot serving Walnut Park to the parking lot that the County will construct on the Library Property, identified as the “Connection Parking Lot Easement” on the map attached hereto as Exhibit A.

1.4 *Urban Forest Area Temporary Construction Easement.* The City grants to the County a temporary construction easement and ingress/egress over, on, across, and through that portion of the City Park Property identified as the “Urban Forest Area” on the map attached hereto as Exhibit A to remove the remaining lawn/turf between the Fire Access Easement and the City’s bike path.

2. Easements over the County Library Property. The County grants to the City the easements over the Library Property set forth in this Section 2 (collectively, “County Easements”). The locations of the County Easements are generally depicted on the map attached to this Agreement as Exhibit A.

2.1 *Lawn Area Easements.* The County grants to the City perpetual nonexclusive easements, appurtenant to the City Park Property, over, on, across, and through those portions of the Library Property more particularly depicted as the “Lawn Area Easements” in Exhibit A attached to this Agreement. The Lawn Area Easements are granted to the City for the purpose of using and maintaining the Lawn Areas for recreational purposes, such as youth soccer fields.

2.2 *County Parking Lot Easement.* The County will be constructing a parking lot on the Library Property to serve the Walnut Park Library, and shall connect this parking lot to the City’s existing parking lot serving the City Park Property with the Connection Parking Lot. Accordingly, the County grants to the City a perpetual nonexclusive easement (“County Parking Lot Easement”), appurtenant to the City Park Property, over, on, across, and through that portion of the Library Property more particularly depicted in Exhibit A attached to this Agreement. The County Parking Lot Easement is granted to the City for public parking purposes on a first-come-first-served basis together with other users visiting Walnut Park or the Walnut Park Library.

2.3 *Urban Forest Area Easement.* The County grants to the City a perpetual nonexclusive easement, appurtenant to the City Park Property, over, on, across, and through those portions of the Library Property that include the “Urban Forest Area” depicted in Exhibit A attached to this Agreement. The Urban Forest Area on the Library Property is granted to the City for the purpose of landscaping the Urban Forest Area.

3. Relocation of Easements. The parties acknowledge and agree that the descriptions of the City Easements and the County Easements (collectively, “Easement Areas”) attached as exhibits to this Agreement are based on preliminary development plans for the Walnut Park Library and other improvements to Library Property and portions of the City Park Property. The respective City and County Easements may need to be temporarily or permanently relocated and the descriptions of the Easement Areas may need to be corrected or modified based on actual development and construction of the Walnut Park Library and the other improvements. The parties further agree to cooperate in the preparation, execution, delivery, and recordation of any instruments, and to take any further related action(s) that may be necessary or reasonably appropriate to correct or

modify the descriptions of the Easement Areas identified in this Agreement and Exhibit A, consistent with the intent of this Agreement, based on actual development and construction of the Walnut Park Library and the other improvements. Any such modifications must be approved in a written amendment to this Agreement executed by the City and County and shall become effective on its recordation.

4. Maintenance of Easement Areas; Parking Enforcement on Parking Lot Easement Areas. The parties agree to address their respective obligations of the Easement Areas described in this Agreement, as well as parking enforcement authority in the parking easement areas, in a separate, unrecorded agreement(s). The maintenance agreement will also address the parties' respective maintenance obligations of the landscape areas along the frontage of the Library Property and the City Park Property adjacent to Lillard Drive.

5. City Use of Walnut Park Library as Community Space, Resilience Hub, and Youth Indoor Programming. The City shall have first priority use of the Walnut Park Library for community meetings, youth indoor programming, or as a resiliency hub to serve the broader community during inclement weather, such as to shelter during extreme heat or winter storms and to charge devices during power outages. Given the limited space options for youth indoor programming in the South Davis, the County shall work cooperatively with the City upon request to provide youth indoor programming opportunities in the Walnut Park Library as space and resources are reasonably available at the Walnut Park Library.

6. No Unreasonable Interference. Each party agrees that it shall not use or permit the use of any easement granted to it (easement holder) under this Agreement in any manner that will unreasonably interfere with the other party's use and enjoyment of its property and easements. Each party agrees that any easement granted to the easement holder under this Agreement includes the right of use of the easement, in accordance with the provisions of this Agreement, by the easement holder and its employees, agents, tenants, contractors, subcontractors, and licensees. With respect to each easement granted by a party under this Agreement, that party reserves the right to use the Easement Areas and to grant additional easements and other rights and interests in the Easement Areas for any use or purpose that does not unreasonably interfere with the use of the Easement Area by the easement holder. All easements and rights granted under this Agreement shall survive any damage, destruction, reconstruction, renovation, repairs, or replacement of any easement improvements.

7. Indemnity.

7.1. Each party ("Indemnitor") agrees to indemnify, defend, and hold harmless each other party and such other party's officers, directors, shareholders, employees, contractors, licensees, tenants, agents, and representatives (individually and collectively, "Indemnitee") from and against any claims, demands, actions, proceedings, liabilities, losses, damages, costs and expenses (including court costs and reasonable attorney, experts', and consultants' fees and costs) of any nature whatsoever, at law or in equity

("Claims") arising directly or indirectly out of or relating to (a) any act or omission in connection with the use of any easement or license granted to Indemnitor under this Agreement; (b) the negligence, willful misconduct, or intentional act of Indemnitor or any of Indemnitor's employees, contractors, agents, tenants, or licensees; (c) the use, transport, storage, release, or disposal of any hazardous materials by Indemnitor or any employee, contractor, licensee, tenant, or agent of any Indemnitor, and/or (d) any breach of Indemnitor's obligations under this Agreement. Indemnitor's obligations under this section shall not extend to any Claims to the extent such Claims arise from the negligence, willful misconduct, or intentional act of any Indemnitee.

7.2. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other party solely by virtue of Government Code Section 895.2.

8. General Provisions.

8.1 *Entire Agreement.* This Agreement, including all recitals and exhibits to this Agreement, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes any prior or contemporaneous understandings, negotiations, representations, promises, and agreements, oral or written, by or between the parties, with respect to the subject matter of this Agreement. No representations, inducements, promises, or agreements have been made in connection with this Agreement by any party, or anyone acting on behalf of any party, other than those expressly set forth in this Agreement.

8.2 *Amendment.* This Agreement may be amended, modified, or supplemented only by a written amendment signed by both parties.

8.3 *Waiver.* No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

8.4 *Counterparts; Electronic Signatures.* This Agreement may be executed electronically and in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

8.5 *Governing Law; Venue.* This Agreement is entered into in and shall be governed by and construed in accordance with the laws of the State of California applicable to contracts to be performed in California. Any lawsuit, action, or other proceeding arising from this Agreement shall be brought in a California state court located in the County of Yolo, California.

8.6 *Severability.* If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, that term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

8.7 *Interpretation.* Headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. As used in this Agreement: (a) the terms “include,” “including,” and similar terms shall be construed as though followed immediately by the phrase “but not limited to”; and (b) “shall” is mandatory and “may” is permissive. The parties have jointly participated in the negotiation and drafting of this Agreement, and this Agreement shall be construed fairly and equally for the parties, without regard to any rules of construction relating to the party who drafted a particular provision of this Agreement.

8.8 *Notices.* All notices and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered if personally delivered to the recipient; (b) on the first business day following delivery to an overnight delivery service, provided delivery is confirmed by the delivery service; and (c) three days following deposit in United States mail, postage prepaid, and addressed to the parties as set forth below; or (c) when delivered via email followed by mail or overnight delivery of the original documents to the address shown within one day of the email. Either party may change its address for notices by giving written notice to the other party in the manner set forth above.

If to City

City Manager
Davis City Hall
23 Russell Blvd
Davis, CA 95616
mwebb@cityofdavis.org

If to County

Director of General Services
Yolo County Dept. of General Services
120 W. Main St., Suite G
Woodland, CA 95695-2998
Ryan.Pistochini@yolocounty.gov

8.9 *Successors and Assigns*. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective heirs, personal and legal representatives, successors, and assigns. The provisions of this Agreement shall constitute covenants running with the land comprising the City Park Property and the Library Property for the reciprocal burden and benefit of these properties, and shall be binding on each successive owner. Effective on the transfer of title, the transferor shall be relieved of all further liability under this Agreement except for any liability which may have arisen during its period of ownership and that remains unsatisfied as of the time of the transfer.

8.10 *Further Actions*. Each of the parties agrees to execute and deliver all further documents and to take all further actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.

8.11 *No Partnership or Third Party Beneficiary*. This Agreement and any further documents or actions executed by the parties in connection with this Agreement shall not create nor be deemed under any circumstances to create any joint venture or partnership between the parties or to render the parties joint venturers or partners. This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity shall have or acquire any rights or remedies under this Agreement.

8.14 *Effectiveness*. This Agreement shall become effective only when signed and delivered by the parties and recorded in the Official Records of the County of Yolo.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

ATTEST:

Julie Dachtler, Senior Deputy
Yolo County Board of Supervisors

COUNTY OF YOLO

A POLITICAL SUBDIVISION OF THE STATE
OF CALIFORNIA

By: _____
Deputy (Seal)

By: _____
Dirk Brazil, Interim County Administrator

APPROVED AS TO FORM:

Philip J. Pogledich, County Counsel

By: _____
Kimberly Hood, Chief Asst. County Counsel

ATTEST:

CITY OF DAVIS
A CALIFORNIA MUNICIPAL CORPORATION

By: _____
Zoe S. Mirabile, CMC
City Clerk

By: _____
Mike Webb
City Manager

APPROVED AS TO FORM:

By: _____
Inder Khalsa, City Attorney