

**AGREEMENT FOR
TRANSFER OF DRAINAGE FACILITIES**

THIS AGREEMENT FOR TRANSFER OF DRAINAGE FACILITIES ("Agreement"), is made and entered into this ____ of _____, 2014, by and between FRESNO METROPOLITAN FLOOD CONTROL DISTRICT, a California public agency (the "District"), and the CITY OF FRESNO, a California municipal corporation ("City").

RECITALS

WHEREAS, District has adopted and is responsible for implementing its Storm Drainage and Flood Control Master Plan ("Master Plan"); and

WHEREAS, District entered into a cooperative drainage agreement with the State of California ("State") for construction and maintenance of drainage facilities ("Drainage Facilities") in Kings Canyon Road, formerly State Highway Route 180, as depicted in Exhibit No. 1, attached hereto and incorporated herein by this reference; and

WHEREAS, the City entered into a cooperative agreement with the State for relinquishment to the City of that portion of State Highway Route 180 from Chestnut Avenue to Clovis Avenue, inclusive of that portion of Drainage Facilities identified in Agreement 6-Fre-180, dated August 12, 1968, (State/District Agreement) as facilities within the right of way to be maintained by State ("State Maintained Facilities"); and

WHEREAS, City desires to transfer ownership of the State Maintained Facilities to the District for perpetual operation and maintenance; and

WHEREAS, District possesses the legal authority to accept ownership of and operational liability for the State Maintained Facilities pursuant to its cooperative agreement with the State.

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by this reference, and the mutual covenants and undertakings set forth herein, the mutual receipt and sufficiency of which is hereby acknowledged, District and City agree as follows:

1. Inspection of Drainage Facilities. District may, but is not so required to, inspect the State Maintained Facilities that are to be transferred herein and shall accept the State Maintained Facilities for transfer in their current condition.

2. Transfer of Ownership. Upon execution of this Agreement, City shall and hereby does transfer to District ownership of the State Maintained Facilities for perpetual operation and maintenance by District.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement as of the day and year first above written.

“City”
CITY OF FRESNO
A Municipal Corporation

“District”
FRESNO METROPOLITAN FLOOD
CONTROL DISTRICT

By: _____
Scott Mozier, Public Works Director

By: _____
Alan Hofmann, General Manager

Approved as to form:
City Attorney

Approved as to form:
Baker Manock & Jensen, PC

By: _____
Tracy N. Parvanian, Deputy

By: _____
Ken Price, District's Counsel

ATTEST:
City Clerk

By: _____
Deputy

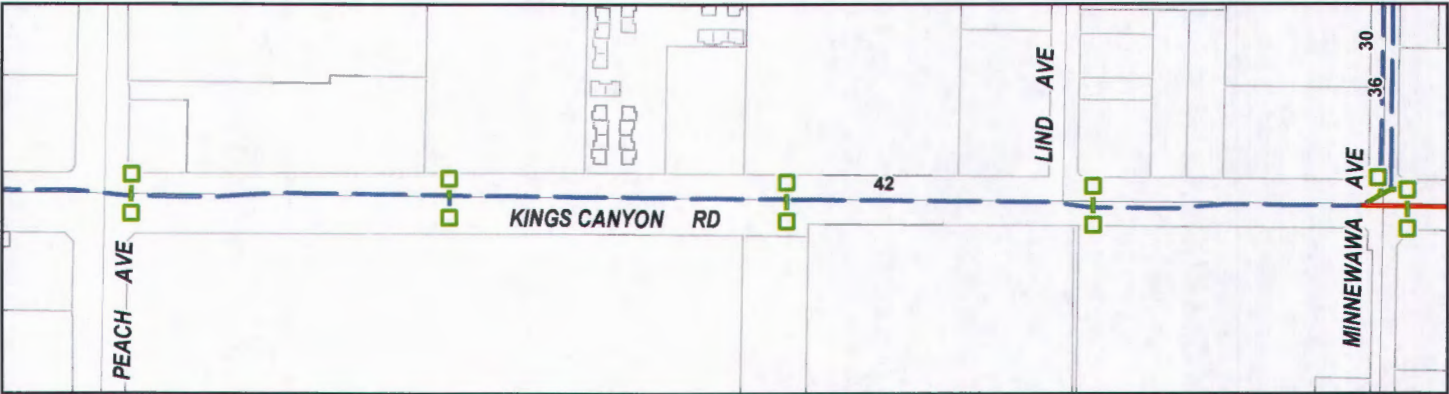
NOTE:
THIS MAP IS SCHEMATIC
DISTANCES ARE APPROXIMATE.



CHESTNUT AVE. TO WILLOW AVE.



WILLOW AVE. TO PEACH AVE.



PEACH AVE. TO MINNEWAWA AVE.

LEGEND

- District Facilities
- Facilities To Be Transferred - "State Maintained Facilities"



1" = 400'

**KINGS CANYON ROAD
DRAINAGE FACILITIES**

EXHIBIT NO. 1



FRESNO METROPOLITAN FLOOD CONTROL DISTRICT