

CITY OF YUBA CITY
STAFF REPORT

Date: November 20, 2018
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Benjamin Moody, Deputy Public Works Director – Engineering

Summary

Subject: Landscape Maintenance Agreements – Dutch Bros. Coffee

Recommendation: A. Adopt a resolution authorizing the execution of a Landscape Maintenance Agreement with the State of California for the maintenance of developed property within the State of California State Route 20 highway right-of-way associated with Dutch Bros. Coffee, located at 401 and 411 Colusa Highway.

B. Adopt a resolution authorizing the execution of a Landscape Maintenance Agreement with the property owners of 401 and 411 Colusa Highway, Larry R Blanchard and Carol F. Blanchard, Trustees, and Daniel C. Jacuzzi, for the maintenance of developed property within the State of California State Route 20 highway right-of-way.

Fiscal Impact: None – The City will pass on the responsibilities and costs of facilities maintenance to the property owner through the execution of the Landscape Maintenance Agreement.

Purpose:

To provide for maintenance of sidewalks and associated improvements installed in the State of California right-of-way within City limits.

Background:

The subject improvements for Dutch Bros. Coffee, located at 401 and 411 Colusa Highway, will include improvements along the highway frontage in the state right-of-way. The facilities will include driveways, curb, gutter, sidewalks, and miscellaneous landscaping subject to state standards of maintenance. The State of California, through the Department of Transportation (Caltrans), requires the execution of a Landscape Maintenance Agreement directly with the City to ensure that any sidewalks, driveways, plantings, and culverts constructed within state right-of-way are maintained in accordance with those standards.

Analysis:

The attached agreement with Caltrans ensures that the sidewalk, driveway, planting, and culvert, within state right-of-way will be maintained in a neat and attractive manner by the City. If the City were to fail to meet the terms of the Agreement, the State could take over the maintenance functions or require that the right-of-way be restored to its prior condition at the City's expense.

The City will pass on the actual and fiscal responsibilities assigned to the City through the Caltrans agreement to the property owners of 401 and 411 Colusa Highway through the execution of a Landscape Maintenance Agreement with the property owners. This will satisfy the City's requirements as the responsible party according to the State's standards.

Fiscal Impact:

There is no fiscal impact to the City. The City will pass on the responsibilities and costs of facilities maintenance to the property owners through the execution of the Landscape Maintenance Agreement.

Alternatives:

Do not enter into the agreements with the State and/or property owner. This will impact development of the property. Failure to enter into these agreements would leave the City responsible for maintaining the facility improvements.

Recommendation:

- A. Adopt a resolution authorizing the execution of a Landscape Maintenance Agreement with the State of California for the maintenance of developed property within the State of California State Route 20 highway right-of-way associated with Dutch Bros. Coffee located at 401 and 411 Colusa Highway.
- B. Adopt a resolution authorizing the execution of a Landscape Maintenance Agreement with the property owners of 411 and 401 Colusa Highway, Larry R. Blanchard and Carol F. Blanchard, Trustees, and Daniel C Jacuzzi, for the maintenance of developed property within the State of California State Route 20 highway right-of-way.

Attachments:

- 1. Exhibit – Vicinity Map
- 2. Resolution – Agreement with State of California
- 3. Landscape Maintenance Agreement with State of California
- 4. Resolution – Agreement with Property Owner
- 5. Landscape Maintenance Agreement with Property Owner

Prepared by:

Submitted by:

/s/ Joshua G. Wolfe

Joshua G. Wolfe
Assistant Civil Engineer

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Public Works Director

DL

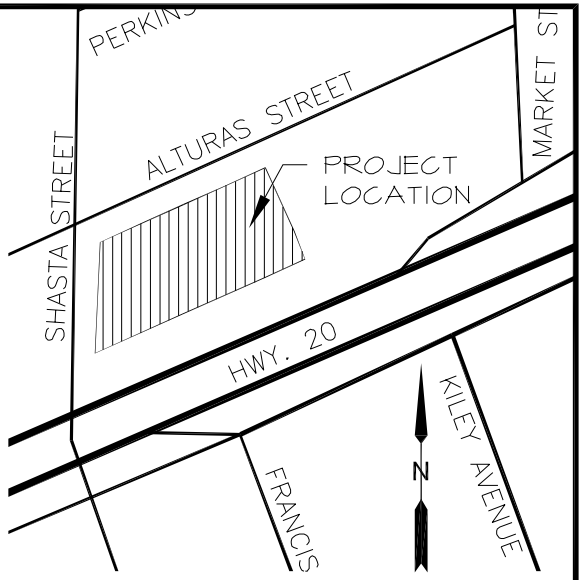
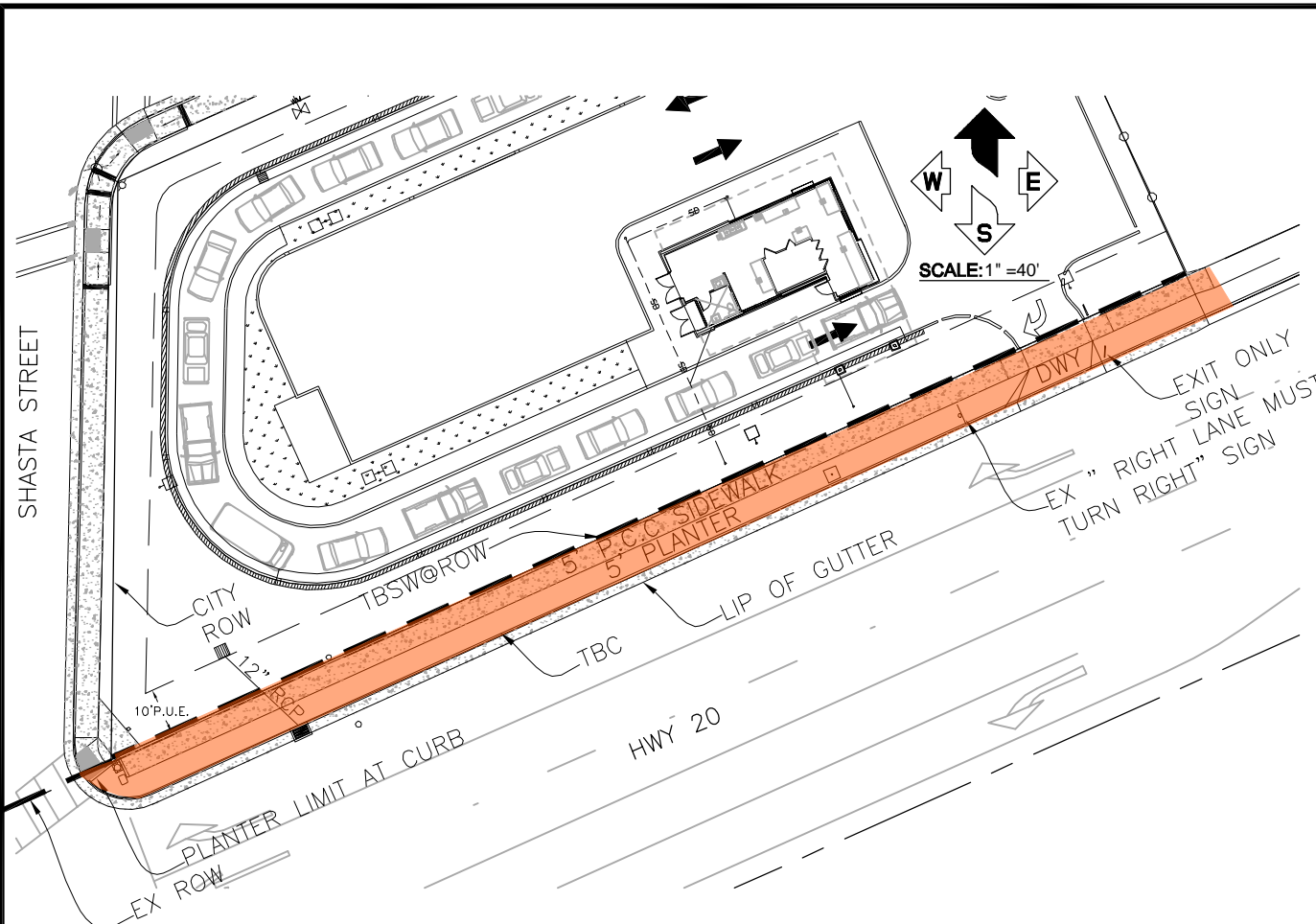
Finance Director

RB

City Attorney

TH via email

ATTACHMENT 1



LEGEND



CITY MAINTAINS
AT CITY EXPENSE

--- STATE RIGHT-OF-WAY LINE

KEY AND ASSOCIATES
CIVIL ENGINEERS
 1646 POOLE BLVD.
 YUBA CITY, CA 95993
 TEL: 530-674-1565

EXHIBIT "A"
 LANDSCAPE MAINTENANCE AGREEMENT
 WITH CITY OF YUBA CITY - SUT 20 PM 16.62
 ENCROACHMENT PERMIT 0318-6CS0659

SCALE: 1" = 40'

EXHIBIT A

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE EXECUTION OF A LANDSCAPE MAINTENANCE
AGREEMENT WITH THE STATE OF CALIFORNIA FOR AREAS
NORTH OF STATE ROUTE 20 NEAR SHASTA STREET**

WHEREAS, through the improvements of Dutch Brothers Coffee located at 401 and 411 Colusa Highway on the north side of State Route 20 near Shasta Street, the property owners are currently constructing improvements including sidewalk, driveways, plantings, and a culvert within state right-of-way;

WHEREAS, the State of California, through the Department of Transportation, requires an agreement with the City of Yuba City regarding the maintenance of said area.

NOW THEREFORE BE IT RESOLVED and ordered by the City Council of the City of Yuba City as follows:

1. The Mayor and the City Clerk are hereby authorized and directed to execute on behalf of the City of Yuba City that certain Landscape Maintenance Agreement in the City of Yuba City between the City of Yuba City and the State of California, through the Department of Transportation.
2. A copy of said Landscape Maintenance Agreement in the City of Yuba City is attached hereto for reference.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 20th day of November 2018.

AYES:

NOES:

ABSENT:

Preet Didbal, Mayor

ATTEST:

Patricia Buckland, City Clerk

ATTACHMENT 3

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 20 WITHIN THE CITY OF YUBA CITY**

THIS AGREEMENT is made effective this _____ day of _____, 20_____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the City of Yuba City; hereinafter referred to as “CITY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE’s right of way by Encroachment Permit Number 0318-6CS0659.
2. This Agreement addresses CITY responsibility for the sidewalk, driveway, planting, and culvert (collectively the “LANDSCAPING”) placed within State Highway right of way on State Route 20, as shown on Exhibit “A”, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter “MAINTAIN/MAINTENANCE”) of LANDSCAPING as shown on said Exhibit “A”.
 - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE’s consent or initiation within the limits of the STATE’s right of way herein described which affects PARTIES’ maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit “A” which will be made a part hereof and will thereafter supersede the attached original Exhibit “A” to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:
 - 2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
 - 2.3. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed engineer, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE's right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
 - 2.4. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 2.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
 - 2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalk/bike path, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
 - 2.11. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray

operations shall be reported quarterly (Form LA17) to the STATE to: District Maintenance at 703 B Street Marysville, CA 95901.

- 2.12. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 2.13. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
 - 2.14. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
 - 2.15. To MAINTAIN all sidewalk within the Agreement limits of the STATE highway right of way, as shown on Exhibit "A". MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalk for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalk or the LANDSCAPING in an expeditious manner.
 - 2.16. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
 - 2.17. To maintain culvert underneath sidewalk as shown on Exhibit "A". MAINTENANCE includes, but is not limited to, culvert repair, schedule routine inspection, culvert cleaning, repair of any deficiencies observed.
 - 2.18. To allow random inspection of LANDSCAPING, sidewalks, and signs by a STATE representative.
 - 2.19. To keep the entire landscaped area policed and free of litter and deleterious material.
 - 2.20. All work by or on behalf of CITY will be done at no cost to STATE.
3. STATE agrees to do the following:
 - 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
 - 3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
4. LEGAL RELATIONS AND RESPONSIBILITIES:
 - 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care

respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

- 4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.
 - 4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
 - 4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
5. PREVAILING WAGES:
- 5.1. Labor Code Compliance - If the work performed on this Project is done under contract and falls within the Labor Code section 1720 (a) (1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.
 - 5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be

performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

6. INSURANCE:

6.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

6.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

8. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF YUBA CITY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Preet Didbal, Mayor

LAURIE BERMAN
Director of Transportation

By: _____
Amarjeet S. Benipal, District 3 Director

ATTEST:

By: _____
Patricia Buckland, City Clerk

Approve As to Form:

By: _____
Timothy Hayes, City Attorney

ATTACHMENT 4

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE EXECUTION OF A LANDSCAPE MAINTENANCE
AGREEMENT WITH LARRY R. BLANCHARD AND CAROL F.
BLANCHARD, TRUSTEES AND DANIEL C. JACUZZI, FOR AREAS
NORTH OF STATE ROUTE 20 NEAR SHASTA STREET**

WHEREAS, through the improvements of Dutch Brothers Coffee located at 401 and 411 Colusa Highway on the north side of State Route 20 near Shasta Street, the property owners are currently constructing improvements including sidewalk, driveways, plantings, and a culvert within state right-of-way;

WHEREAS, the City of Yuba City requires an agreement with the property owners of 401 and 411 Colusa Highway regarding the maintenance of said area.

NOW THEREFORE BE IT RESOLVED and ordered by the City Council of the City of Yuba City as follows:

1. The Mayor and the City Clerk are hereby authorized and directed to execute on behalf of the City of Yuba City that certain Landscape Maintenance Agreement in the City of Yuba City between the City of Yuba City and the property owners of 401 and 411 Colusa Highway.
2. A copy of said Landscape Maintenance Agreement in the City of Yuba City is attached hereto for reference.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 20th day of November 2018.

AYES:

NOES:

ABSENT:

Preet Didbal, Mayor

ATTEST:

Patricia Buckland, City Clerk

ATTACHMENT 5

AGREEMENT FOR LANDSCAPE MAINTENANCE
ON STATE ROUTE 20 – DUTCH BROS COFFEE

THIS AGREEMENT is made and entered into this 20th day of November, 2018, by and between LARRY R. BLANCHARD AND CAROL F. BLANCHARD, TRUSTEES OF THE BLANCHARD FAMILY TRUST DATED 10/19/2005, AS TO AN UNDIVIDED 50% INTEREST AND DANIEL C. JACUZZI A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 50% INTEREST, hereinafter designated “Owner,” and the CITY OF YUBA CITY, a Municipal Corporation, located in the County of Sutter, State of California, hereinafter designated “City.”

WITNESSETH

WHEREAS, Owner is the owner of certain property in the City identified as APN 51-384-007, and described in the legal description as attached in Exhibit A and incorporated by reference (“Owner’s Property”); and

WHEREAS, Owner desires to maintain the landscaping of the property located in the right of way of the State of California (“State”) along State Route 20 and which is located adjacent to Owner’s Property, and which is depicted on Exhibit B (“Landscape Maintenance Area”).

WHEREAS, the City entered into an agreement authorized by the City Council on November 20, 2018, titled “LANDSCAPE MAINTENANCE AGREEMENT WITHIN STATE RIGHT OF WAY ON ROUTE 20 WITHIN THE CITY OF YUBA CITY”, attached as Exhibit C, hereinafter designated “State Agreement” with the State, through the Department of Transportation, in which the City agreed to do the following:

- a) CITY may install, or contract authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.

- b) The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the

Streets and Highways Code and the then current edition of the State Maintenance Manual.

- c) CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed engineer, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
- d) CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- e) An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
- f) CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- g) To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
- h) To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
- i) To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.

- j) To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

- k) To control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District Maintenance at 703 B Street Marysville, CA 95901.

- l) To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.

- m) To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.

- n) To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.

- o) To MAINTAIN all sidewalk within the Agreement Limits of the STATE highway right of way, as shown on Exhibit "A". MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalk for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalk or the LANDSCAPING in an expeditious manner.

- p) To MAINTAIN all parking or use restrictions signs encompassed within the area of LANDSCAPING.
- q) To maintain culvert underneath sidewalk as shown on Exhibit "A". MAINTENANCE includes, but is not limited to, culvert repair, schedule routine inspection, culvert cleaning, repair of any deficiencies observed.
- r) To allow random inspection of LANDSCAPING, sidewalks, and signs by a STATE representative.
- s) To keep the entire landscaped area policed and free of litter and deleterious material.
- t) All work by or on behalf of City will be done at no cost to STATE.

NOW, THEREFORE, City and Owner mutually agree as follows:

1. Owners, at Owner's expense, shall be responsible for City's obligation as outlined in the State Agreement attached as Exhibit C for the Landscape Maintenance Area which is located south of and adjacent to Owner's Property.

2. If Owner fails to perform the landscaping maintenance obligations pursuant to the State Agreement, the City shall have the right, but not the obligation, to do so; provided the City first provides thirty (30) days prior written notice to the Owner of its intention to do so and the Owner has not commenced to cure such failure to perform the maintenance obligations during that time, and thereafter, in the City's reasonable judgment, the Owner has failed to pursue completion of such cure within a reasonable time. The City shall be entitled to reimbursement by the Owner in an amount equal to the actual costs incurred by the City in performing the Owner's maintenance obligations, plus 30% to defray the City's estimated oversight costs.

3. This Agreement is made upon the express condition that the City is to be free from all liability and claim for damages by reason of any injury to any person, including Owner, agents, servants, or employees, or to any property of any kind by

whomsoever belonging, including the Owner, from any cause or causes whatsoever while in, upon or in any way connected with the work to be done in said Agreement, and Owner hereby covenants and agrees to indemnify and save the City, and its officials and employees, harmless from loss or liability, cost or obligation on account of or arising out of such injuries or damages or losses however occurring. The duty of indemnity of the City and its officials and employees by Owner as in this paragraph provided, and as hereinafter stated, shall specifically include a duty to indemnify the City, its officials and employees when the same are concurrently actively negligent with Owner. Owner's obligation to indemnify as hereinabove provided shall not extend to nor embrace indemnification of the City either from its sole negligence or from its willful misconduct, and in the event any loss and/or liability arises either from the sole negligence of City, its officers, agents and/or employees or from the willful misconduct of City, its officers, agents and/or employees, there shall be no obligation to indemnify under those circumstances.

4. Owner agrees to indemnify and save harmless City, State, its officers, agents and employees from any claims, losses or obligations on account or arising out of the operations of Owner in performing the landscape maintenance work called for by this Agreement which are claimed to cause a nuisance or injury or damage to persons or property owners on nearby land regardless of how such loss or claim might arise and Owner specifically agrees to indemnify and save harmless City, State, its officers, agents and/or employees and officials from all costs and obligations in connection therewith including attorneys' fees on account of or arising out of any such injury or losses however occurring.

5. In connection with the foregoing, Owner agrees with City to take out comprehensive public liability and property damage insurance in the following amounts: comprehensive liability - \$1,000,000 per occurrence; \$2,000,000 in aggregate. Owner shall cause City, State, its officers, agents, and employees to appear as an additional insured under said comprehensive liability policy and shall provide thereunder that City shall be advised of any cancellation of said insurance at least ten (10) days prior to such purported cancellation.

6. Owner's contractual commitment to execute all appropriate documentation in connection with the landscape maintenance and to process the same in accordance with the law applicable thereto at said time shall bind Owner, its successors, grantees and/or assigns, and for this purpose shall constitute a material consideration for this Agreement and shall constitute a covenant running with the lands of Owner and shall be a burden and servitude upon said lands binding upon Owner and/or its grantees, transferees, lessees, successors and/or assigns, and/or any persons acquiring any interest whatsoever in said lands. The parties agree that this Agreement shall be recorded and constitute a notice to the world and to all persons to whom Owner may sell, lease, or otherwise assign this Agreement or to whom Owner may transfer or convey any interest in the lands the subject hereof that said lands are burdened and impressed with said servitude.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY, A MUNICIPAL CORPORATION

BY _____

PRINT _____

MAYOR

BY _____

PRINT _____

CITY CLERK

OWNER

BY _____

PRINT LARRY R. BLANCHARD

TITLE TRUSTEE OF THE BLANCHARD FAMILY

TRUST DATED 10/19/2005

BY _____

PRINT CAROL F. BLANCHARD

TITLE TRUSTEE OF THE BLANCHARD FAMILY
TRUST DATED 10/19/2005

BY _____

PRINT DANIEL C. JACUZZI

EXHIBIT A
LEGAL DESCRIPTION OF OWNER'S PROPERTY



2018-0011461

RECORDING REQUESTED BY:

Recorded
Official Records
County of
Sutter
Donna M. Johnston
Clerk Recorder

REC FEE 40.00
HOUSING FEE 75.00

MAIL TAX STATEMENT
AND WHEN RECORDED MAIL DOCUMENT TO:
LARRY R. BLANCHARD, CAROL F. BLANCHARD,
DANIEL C. JACUZZI
437 CENTURY PARK DRIVE, SUITE *8B*
YUBA CITY, CA 95991

11:31AM 29-Aug-2018

LS
Page 1 of 9

Space Above This Line for Recorder's Use Only

A.P.N.: 51-384-001, 006

File No.: 3420-5713103 (RW)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0; CITY TRANSFER TAX \$0;
SURVEY MONUMENT FEE \$0

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of **Yuba City**, and
- Exempt from transfer tax; Reason: **11911 PERFECT A LOT LINE ADJUSTMENT (MERGER) LLA NO. 18-04**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LARRY R. BLANCHARD AND CAROL F. BLANCHARD, TRUSTEES OF THE BLANCHARD FAMILY TRUST DATED 10/19/2005, WHO ALSO AQUIRED TITLE AS THE BLANCHARD FAMILY TRUST DATED OCTOBER 19, 2005, LARRY R. BLANCHARD AND CAROL F. BLANCHARD, TRUSTEES, AND DANIEL C. JACUZZI A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, WHO ALSO AQUIRED TITLE AS DANIEL C. JACUZZI, A SINGLE MAN

hereby GRANT(s) to **LARRY R. BLANCHARD AND CAROL F. BLANCHARD, TRUSTEES OF THE BLANCHARD FAMILY TRUST DATED 10/19/2005, AS TO AN UNDIVIDED 50% INTEREST AND DANIEL C. JACUZZI A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 50% INTEREST**

the following described property in the City of **Yuba City**, County of **Sutter**, State of **California**:

SEE EXHIBIT A

See Exhibit B

Mail Tax Statements To: **SAME AS ABOVE**

4

2

Grant Deed - continued

Date: 08/16/2018

A.P.N.: 51-384-001

File No.: 3420-5713103 (RW)

Dated: August 16, 2018

[Handwritten Signature]
LARRY R. BLANCHARD, TRUSTEE
TRUSTEE

[Handwritten Signature]
CAROL F. BLANCHARD, TRUSTEE

DANIEL C. JACUZZI

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)SS

COUNTY OF Nevada)

On Aug. 21, 2018 before me, Jeanette Osman Bravard, Notary Public, personally appeared LARRY R. BLANCHARD AND CAROL F. BLANCHARD, TRUSTEES

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.

This area for official notarial seal.

[Handwritten Signature]
Notary Signature



Date: 08/16/2018

A.P.N.: 51-384-001

File No.: 3420-5713103 (RW)

Dated: August 16, 2018

LARRY R. BLANCHARD, TRUSTEE

CAROL F. BLANCHARD, TRUSTEE


DANIEL C. JACUZZI

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 _____)SS

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared
LARRY R. BLANCHARD AND CAROL F. BLANCHARD, TRUSTEES

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.

This area for official notarial seal.

Notary Signature

4

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)SS

COUNTY OF Sutter)

On August 24, 2018 before me, K. Grossman, Notary Public, personally appeared Daniel C. Sacuzzi

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.

This area for official notarial seal.

K. Grossman
Notary Signature



EXHIBIT A

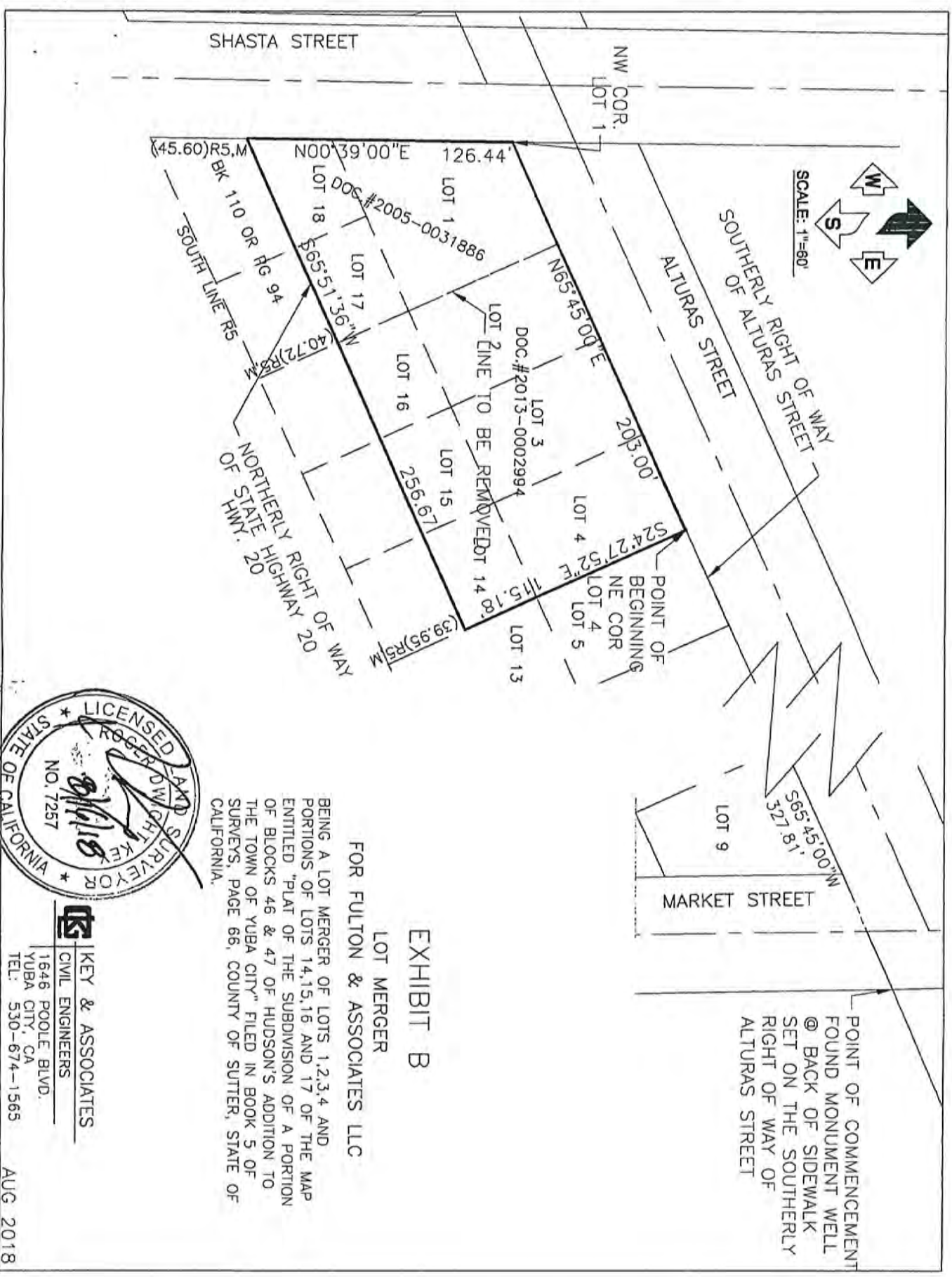
All that real property situated in the County of Sutter, State of California, merged together into one parcel described below as follows:

Parcel 1 & Parcel 2 as stated in Document No. 2005-0031886 filed in the Office of the County Recorder of Sutter County, California, on October 25, 2005; and Parcel 1 & Parcel 2 as stated in Document No. 2013-0002994 filed in the Office of the County Recorder of Sutter County, California, on February 19, 2013.

This description is pursuant to Yuba City Lot Line Adjustment No. 18-04.

END OF DESCRIPTION





POINT OF COMMENCEMENT
 FOUND MONUMENT WELL
 @ BACK OF SIDEWALK
 SET ON THE SOUTHERLY
 RIGHT OF WAY OF
 ALTURAS STREET

EXHIBIT B
 LOT MERGER
 FOR FULTON & ASSOCIATES LLC

BEING A LOT MERGER OF LOTS 1, 2, 3, 4 AND
 PORTIONS OF LOTS 14, 15, 16 AND 17 OF THE MAP
 ENTITLED "PLAT OF THE SUBDIVISION OF A PORTION
 OF BLOCKS 46 & 47 OF HUDSON'S ADDITION TO
 THE TOWN OF YUBA CITY" FILED IN BOOK 5 OF
 SURVEYS, PAGE 66, COUNTY OF SUTTER, STATE OF
 CALIFORNIA.



KEY & ASSOCIATES
 CIVIL ENGINEERS

1646 POOLE BLVD.
 YUBA CITY, CA
 TEL: 530-674-1565

AUG 2018

LOT LINE ADJUSTMENT
YUBA CITY PLANNING DIVISION

LLA No. 18-04

Property Location: 401 & 411 Colusa Ave

Assessor's Parcel Nos.: 51-384-001 & 51-384-006

Applicant(s) Roger Key, LARRY Blanchard, Carol
Blanchard, & Daniel Jacuzzi

STAFF APPROVALS

DATE 7/9/18



APPROVED

CONDITIONS: _____



DISAPPROVED

BASIS: _____


ENGINEERING DEPARTMENT

DATE _____



APPROVED

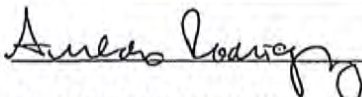
CONDITIONS:

- (1) No new parcels or building sites shall be created as a result of this lot line adjustment.
- (2) Any Deeds of Trust shall be adjusted commensurate with the new property descriptions.
- (3) The adjustment is not final until the descriptions (deeds/plats) are recorded and a copy of the recorded documents are submitted to the Planning Division.
- (4) _____



DISAPPROVED:

BASIS: _____



7/23/18

PLANNING DIVISION

9/06

CITY OF YUBA CITY

Development Services - Planning
(530) 822-4700

APPLICATION FOR LOT LINE ADJUSTMENT

For Internal (City) Use Only:	
Application #LA	18-04
Date Filed	6/22/18
Receipt #	30155030

Project Location: 401 and 411 Colusa Ave. Yuba City, CA.

Zone: C3

I (we) hereby apply for the lot line adjustment shown on the map attached hereto and certify that I (we) are the owner(s) of said property. I (We) acknowledge that the lot line adjustment proposed will not be final until the adjustment is approved pursuant to the provisions of the City Municipal Code, documents accumulating or reducing the property as requested are recorded, and a request is filed with the Sutter County Assessor's Office to combine the appropriate Assessor's Parcel Numbers.

Print Name: Larry R. Blanchard Assessor's Parcel No. 51-384-001/51-384-006

Mailing Address: 13410 Driftwood Ct. City, State, Zip Code: Penn Valley, CA. 95946

Signature: Larry R. Blanchard Telephone Number: 530-432-2113

Print Name: Carol F. Blanchard Assessor's Parcel No. 51-384-001/51-384-006

Mailing Address: Carol F. Blanchard City, State, Zip Code: Yuba City Ca. 95991

Signature: _____ Telephone Number: 530-432-2113

Print Name: _____ Assessor's Parcel No. _____

Mailing Address: _____ City, State, Zip Code: _____

Signature: _____ Telephone Number: _____

Print Name: _____ Assessor's Parcel No. _____

Mailing Address: _____ City, State, Zip Code: _____

Signature: _____ Telephone Number: _____

RECEIVED
JUN 22 2018

CITY OF YUBA CITY

Development Services - Planning
(530) 822-4700

APPLICATION FOR LOT LINE ADJUSTMENT

For Internal (City) Use Only:	
Application #/LA:	18-04
Date Filed:	6/22/18
Receipt #:	3055030

Project Location: 401 and 411 Colusa Ave. Yuba City, CA.

Zone: C3

I (we) hereby apply for the lot line adjustment shown on the map attached hereto and certify that I (we) are the owner(s) of said property. I (We) acknowledge that the lot line adjustment proposed will not be final until the adjustment is approved pursuant to the provisions of the City Municipal Code, documents accumulating or reducing the property as requested are recorded, and a request is filed with the Sutter County Assessor's Office to combine the appropriate Assessor's Parcel Numbers.

Print Name: Daniel C. Jacuzzi Assessor's Parcel No. 51-384-001/51-384-006
Mailing Address: 437 Century Park Dr. City, State, Zip Code: Yuba City CA. 95991
Signature: [Signature] St. B Telephone Number: 530-237-1802

Print Name: _____ Assessor's Parcel No. _____
Mailing Address: _____ City, State, Zip Code: _____
Signature: _____ Telephone Number: _____

Print Name: _____ Assessor's Parcel No. _____
Mailing Address: _____ City, State, Zip Code: _____
Signature: _____ Telephone Number: _____

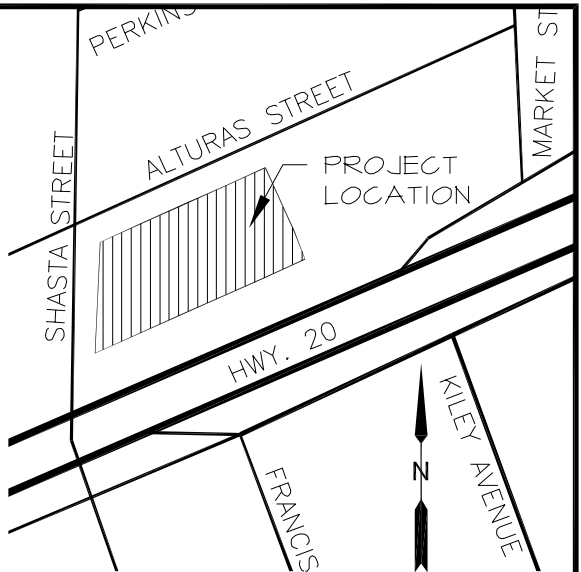
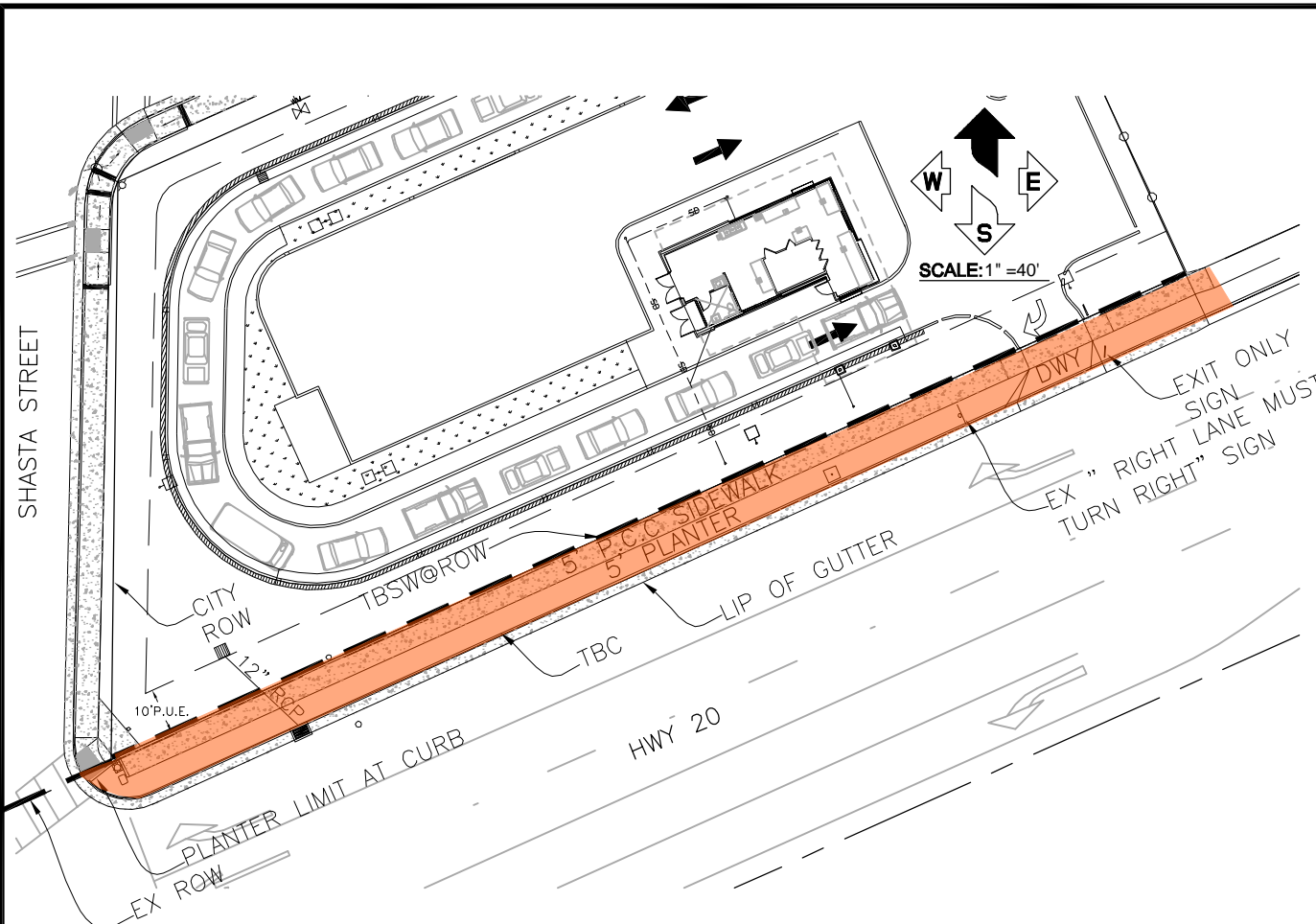
Print Name: _____ Assessor's Parcel No. _____
Mailing Address: _____ City, State, Zip Code: _____
Signature: _____ Telephone Number: _____

PlanningForms\lot line adjustment application.doc
Revision date: 6/12/06

END OF DOCUMENT

9

EXHIBIT B
LANDSCAPE MAINTENANCE AREA



LEGEND



CITY MAINTAINS
AT CITY EXPENSE

--- STATE RIGHT-OF-WAY LINE

KEY AND ASSOCIATES
CIVIL ENGINEERS
 1646 POOLE BLVD.
 YUBA CITY, CA 95993
 TEL: 530-674-1565

EXHIBIT "A"
 LANDSCAPE MAINTENANCE AGREEMENT
 WITH CITY OF YUBA CITY - SUT 20 PM 16.62
 ENCROACHMENT PERMIT 0318-6CS0659

SCALE: 1" = 40'

EXHIBIT A

EXHIBIT C
STATE AGREEMENT

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 20 WITHIN THE CITY OF YUBA CITY**

THIS AGREEMENT is made effective this _____ day of _____, 20_____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the City of Yuba City; hereinafter referred to as “CITY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE’s right of way by Encroachment Permit Number 0318-6CS0659.
2. This Agreement addresses CITY responsibility for the sidewalk, driveway, planting, and culvert (collectively the “LANDSCAPING”) placed within State Highway right of way on State Route 20, as shown on Exhibit “A”, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter “MAINTAIN/MAINTENANCE”) of LANDSCAPING as shown on said Exhibit “A”.
 - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE’s consent or initiation within the limits of the STATE’s right of way herein described which affects PARTIES’ maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit “A” which will be made a part hereof and will thereafter supersede the attached original Exhibit “A” to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:
 - 2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
 - 2.3. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed engineer, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE's right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
 - 2.4. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 2.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
 - 2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalk/bike path, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
 - 2.11. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray

operations shall be reported quarterly (Form LA17) to the STATE to: District Maintenance at 703 B Street Marysville, CA 95901.

- 2.12. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 2.13. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
 - 2.14. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
 - 2.15. To MAINTAIN all sidewalk within the Agreement limits of the STATE highway right of way, as shown on Exhibit "A". MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalk for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalk or the LANDSCAPING in an expeditious manner.
 - 2.16. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
 - 2.17. To maintain culvert underneath sidewalk as shown on Exhibit "A". MAINTENANCE includes, but is not limited to, culvert repair, schedule routine inspection, culvert cleaning, repair of any deficiencies observed.
 - 2.18. To allow random inspection of LANDSCAPING, sidewalks, and signs by a STATE representative.
 - 2.19. To keep the entire landscaped area policed and free of litter and deleterious material.
 - 2.20. All work by or on behalf of CITY will be done at no cost to STATE.
3. STATE agrees to do the following:
 - 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
 - 3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
4. LEGAL RELATIONS AND RESPONSIBILITIES:
 - 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care

respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

- 4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.
 - 4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
 - 4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
5. PREVAILING WAGES:
- 5.1. Labor Code Compliance - If the work performed on this Project is done under contract and falls within the Labor Code section 1720 (a) (1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.
 - 5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be

performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

6. INSURANCE:

6.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

6.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

8. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF YUBA CITY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Preet Didbal, Mayor

LAURIE BERMAN
Director of Transportation

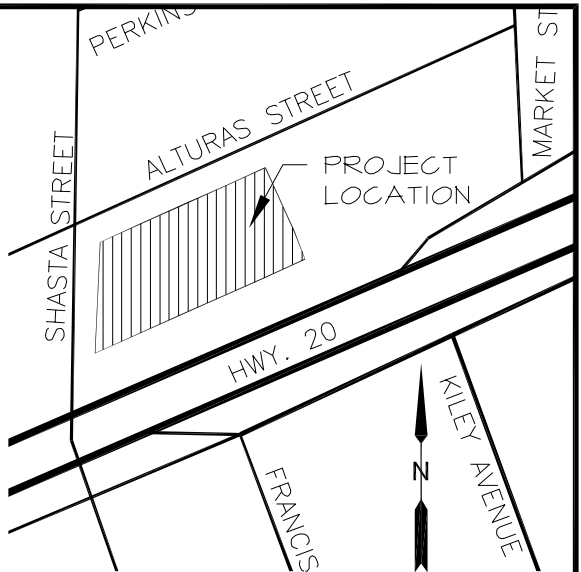
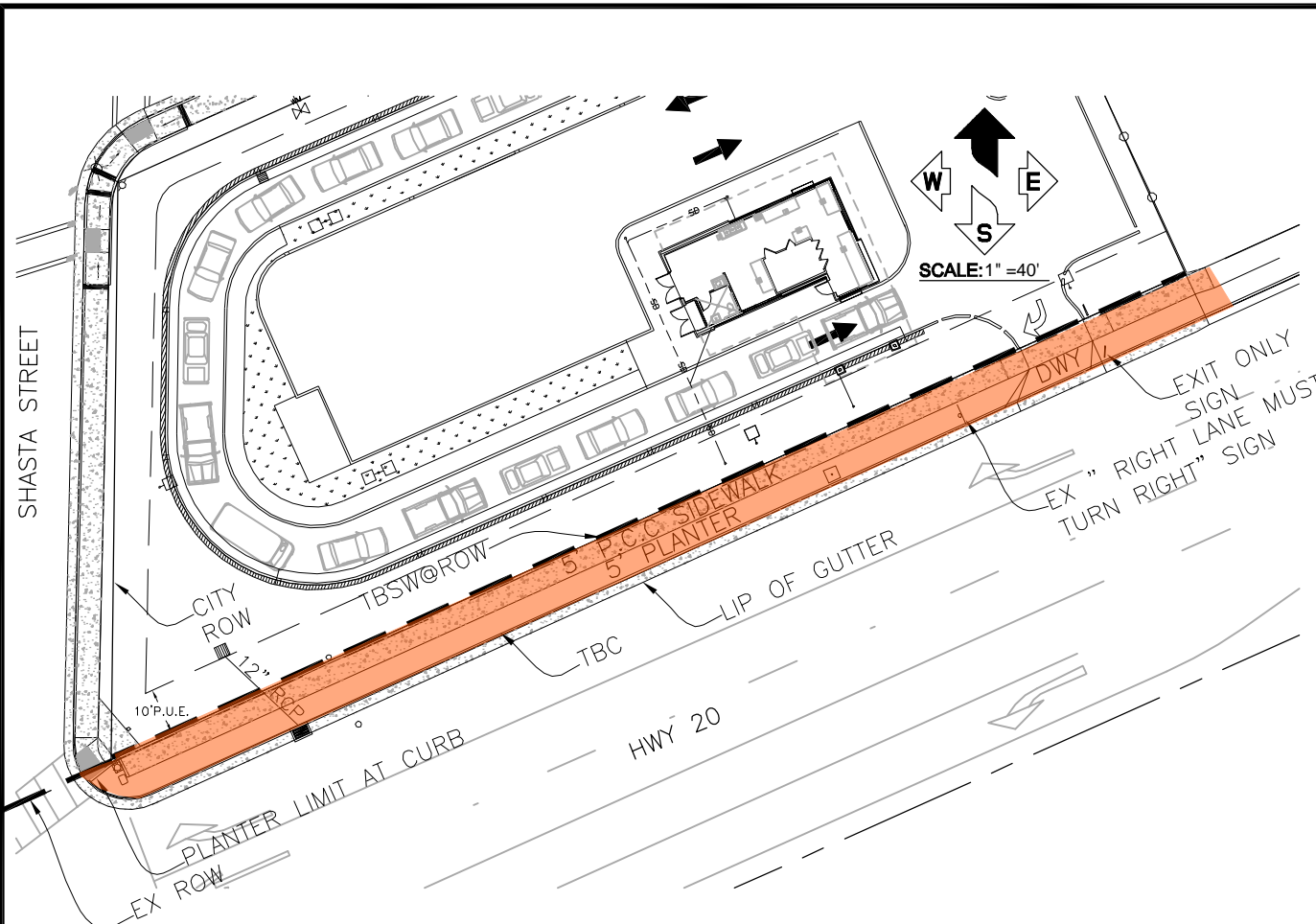
By: _____
Amarjeet S. Benipal, District 3 Director

ATTEST:

By: _____
Patricia Buckland, City Clerk

Approve As to Form:

By: _____
Timothy Hayes, City Attorney



LEGEND



CITY MAINTAINS
AT CITY EXPENSE

--- STATE RIGHT-OF-WAY LINE

KEY AND ASSOCIATES
CIVIL ENGINEERS
 1646 POOLE BLVD.
 YUBA CITY, CA 95993
 TEL: 530-674-1565

EXHIBIT "A"
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