

CITY OF YUBA CITY
STAFF REPORT

Date: January 15, 2019
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 – Carriage Square

Recommendation: A. Adopt a finding of a Class 1 Categorical Exemption for the project per CEQA Guidelines Section 15301 (Existing Facilities).

B. 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 99 highway right-of-way associated with Carriage Square, located at 1250, 1260, 1270, and 1280 Bridge Street.

C. Adopt a Resolution authorizing the execution of a Landscape Maintenance Agreement with the property owner of 1250, 1260, 1270, 1280 Bridge Street, Carriage Square Partners LP, a California Limited Partnership, for the maintenance of developed property within the State of California State Route 99 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 Carriage Square, located at 1250, 1260, 1270, and 1280 Bridge Street, will include improvements along the highway frontage in the state right-of-way. The facilities will include miscellaneous landscaping, irrigation systems, sidewalk, and decorative fence, 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 landscaping, irrigation systems, sidewalks, and decorative fence constructed within state right-of-way are maintained in accordance with those standards.

Analysis:

The attached agreement with Caltrans ensures that the landscaping, irrigation systems, sidewalk, and decorative fence within state right-of-way will be maintained in a neat and attractive manner by the City (Attachment 3). 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 owner of 1250, 1260, 1270, and 1280 Bridge Street through the execution of a Landscape Maintenance Agreement with the property owner (Attachment 5). 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 owner through the execution of the Landscape Maintenance Agreement.

Environmental:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as these contracts are for the installation of landscaping, irrigation, sidewalk, and fencing in an existing right of way, which will result in negligible or no expansion of capacity. The sidewalks will connect to existing or planned sidewalks, as will the fencing. The landscaping and associated irrigation associated with the project will blend with landscaping at the site, and is associated with existing facility improvements. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.

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 finding of a Class 1 Categorical Exemption for the project per CEQA Guidelines Section 15301 (Existing Facilities).
- B. 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 99 highway right-of-way associated with Carriage Square, located at 1250, 1260, 1270, and 1280 Bridge Street.
- C. Adopt a resolution authorizing the execution of a Landscape Maintenance Agreement with the property owner of 1250, 1260, 1270, 1280 Bridge Street, Carriage Square Partners LP, a California Limited Partnership, for the maintenance of developed property within the State of California State Route 99 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

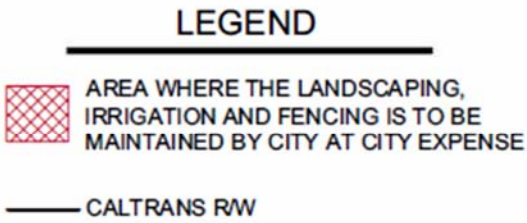
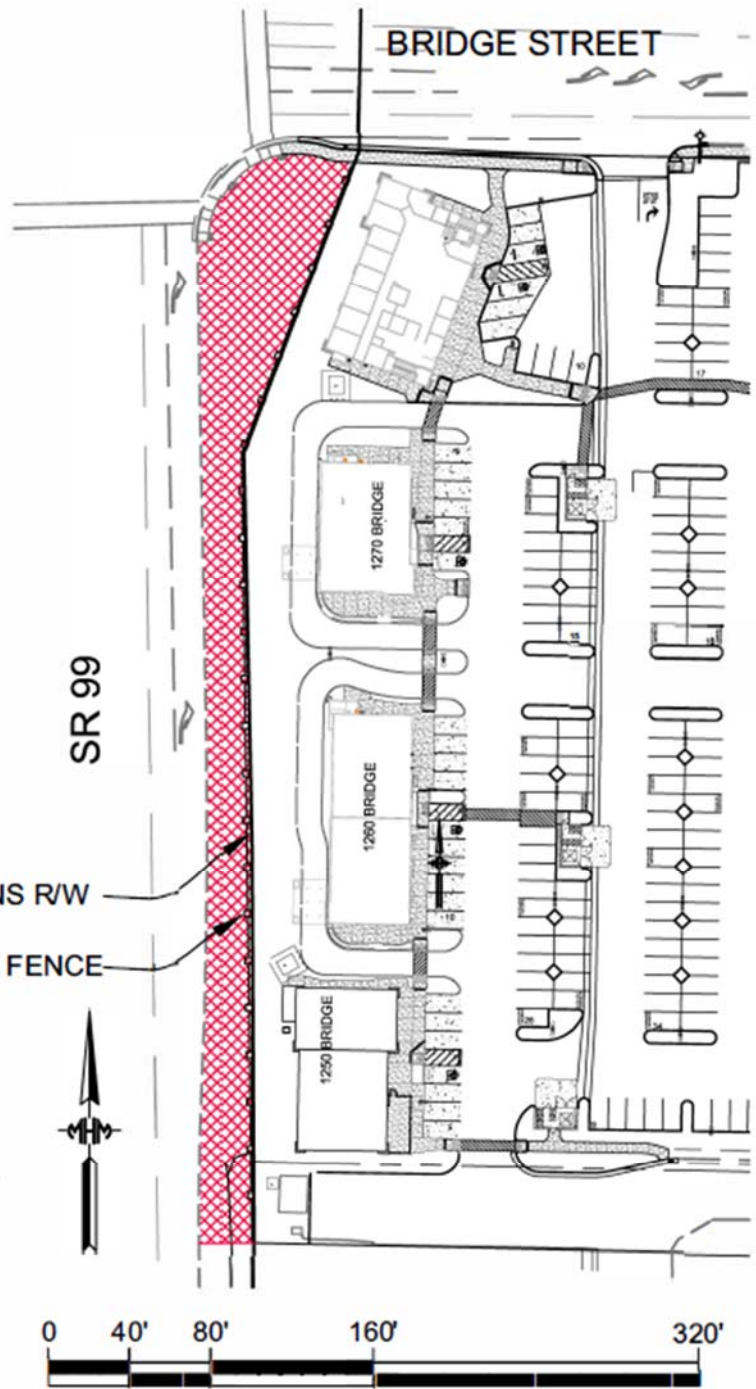
City Attorney

SLC by email

ATTACHMENT 1

EXHIBIT "A" LANDSCAPE MAINTENANCE AGREEMENT

FOR
03-SUT-99 PM 30.02
CALTRANS ENCROACHMENT PERMIT NO: 0318-6CS1013



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 EAST OF
STATE ROUTE 99 NEAR BRIDGE STREET**

WHEREAS, through the improvements of Carriage Square located at 1250, 1260, 1270, and 1280 Bridge Street on the east side of State Route 99 near Bridge Street, the property owner is currently constructing improvements, including landscaping, irrigation systems, sidewalks, and decorative fence, 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 is hereby authorized and directed to execute on behalf of the City of Yuba City the Landscape Maintenance Agreement, consistent with the material terms and conditions in the draft agreement attached to the staff report for this item, and subject to review and approval as to legal form by the City Attorney, 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 15th day of January 2019.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Patricia Buckland, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 3

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 99 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 0318-6CS1013.
2. PARTIES have agreed to replace STATE right of way chain link fence with CITY’s non-standard fence as shown in Exhibit A.
3. This Agreement addresses CITY responsibility for the landscape, irrigation systems, sidewalk, (collectively the “LANDSCAPING”) and the non-standard fence (hereafter the “FENCE”) placed within State Highway right of way on State Route 99, 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 and FENCE 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’ division of 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 and FENCE 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 landscape architect, for LANDSCAPING and FENCE 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 and FENCE must meet STATE's applicable standards.
 - 2.4. CITY shall ensure that LANDSCAPED areas and FENCE designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 2.5. CITY will submit a one-time encroachment permit application for routine CITY MAINTENANCE functions as required by this Agreement. Individual encroachment permit will be obtained for any substantive repair activities or any MAINTENANCE activities requiring access from STATE highway side of the FENCE prior to the start of any work within STATE's right of way.
 - 2.6. 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.
 - 2.7. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 2.8. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 2.9. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.

- 2.10. 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.
- 2.11. 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.
- 2.12. 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 3 Maintenance at 703 B Street, Marysville CA 95901.
- 2.13. To remove LANDSCAPING, FENCE and appurtenances and restore STATE standard fence and right of way to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 2.14. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
- 2.15. To inspect LANDSCAPING and FENCE on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING and FENCE.
- 2.16. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING and FENCE system component that has become unsafe or unsightly.
- 2.17. To expeditiously repair any STATE facility damage ensuing from CITY's LANDSCAPING and FENCE presence and activities, and to reimburse STATE for its costs to repair STATE facility damage ensuing from CITY's LANDSCAPING and FENCE presence and activities, should STATE be required to cure a CITY default.
- 2.18. To MAINTAIN all sidewalks within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks or the LANDSCAPING in an expeditious manner.
- 2.19. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
- 2.20. To allow random inspection of LANDSCAPING, FENCE, street lighting systems, sidewalks and signs by a STATE representative.

- 2.21. To keep the entire landscaped area policed and free of litter and deleterious material.
 - 2.22. FENCE must be as effective as current STATE standard fence at preventing animals from entering STATE right of way.
 - 2.23. FENCE must be securely joined to STATE's existing standard fence to avoid a gap in access control.
 - 2.24. At no time shall anything be attached, hung, or displayed on FENCE. Such prohibition includes, but is not limited to, advertising, holiday lighting, or decoration.
 - 2.25. FENCE may not be changed or altered from what has been approved by STATE.
 - 2.26. 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 party 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 and FENCE 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 and FENCE 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 and FENCE, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to effect that cure.

4.3. 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 contracts

6. INSURANCE – CITY and its contractors shall 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.

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 in a form satisfactory to STATE, along with a signed copy of the 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: _____
Mayor/Chairmen

LAURIE BERMAN
Director of Transportation

Initiated and Approved

By: _____
City/County Manager

By: _____
Deputy District Director
Maintenance District

ATTEST:

By: _____
City/County Clerk

As to Form and Procedure:

By: _____
City/County Attorney

By: _____
Attorney
Department of Transportation

EXHIBIT "A" LANDSCAPE MAINTENANCE AGREEMENT

FOR
03-SUT-99 PM 30.02
CALTRANS ENCROACHMENT PERMIT NO: 0318-6CS1013

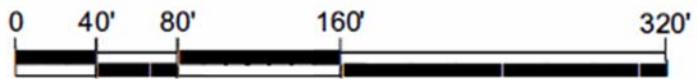
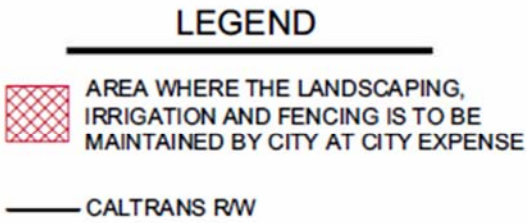
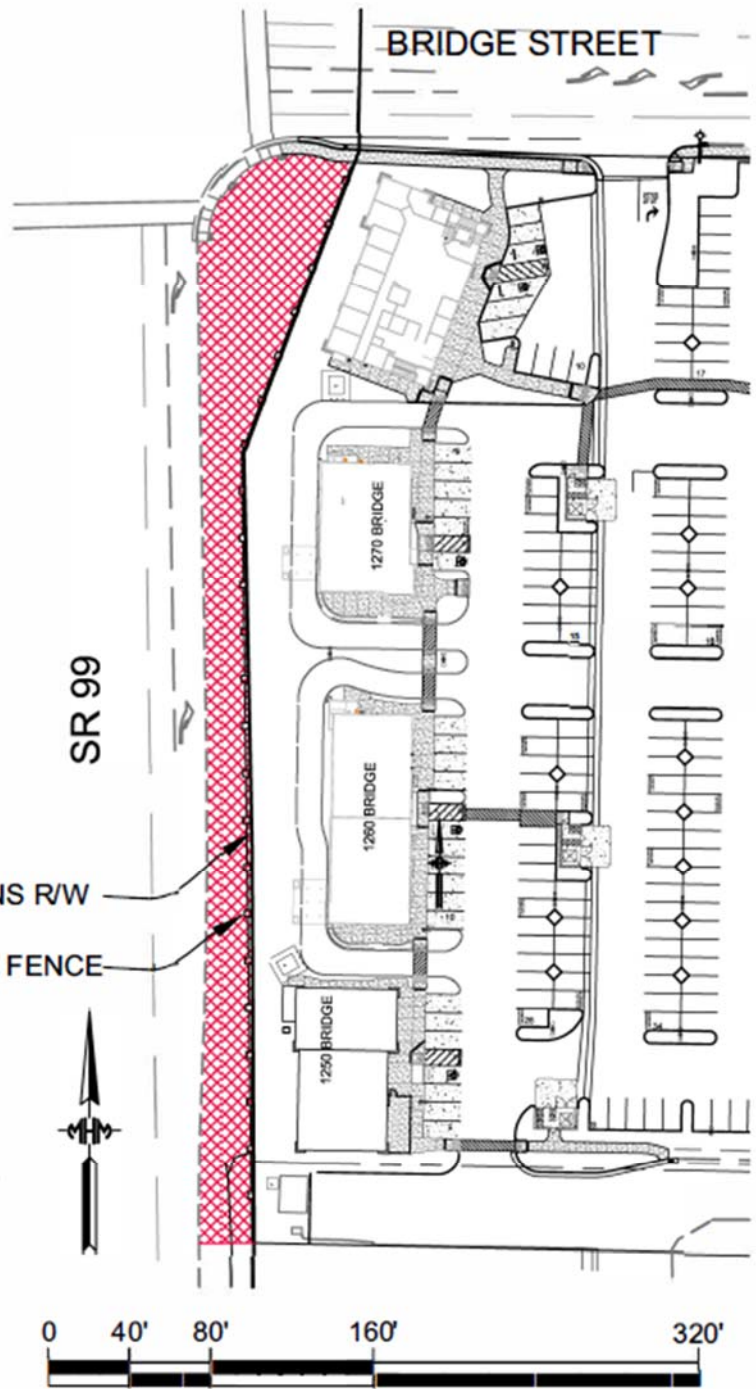
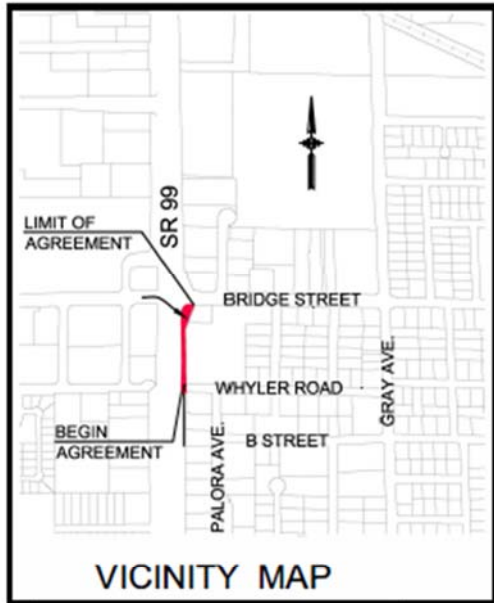
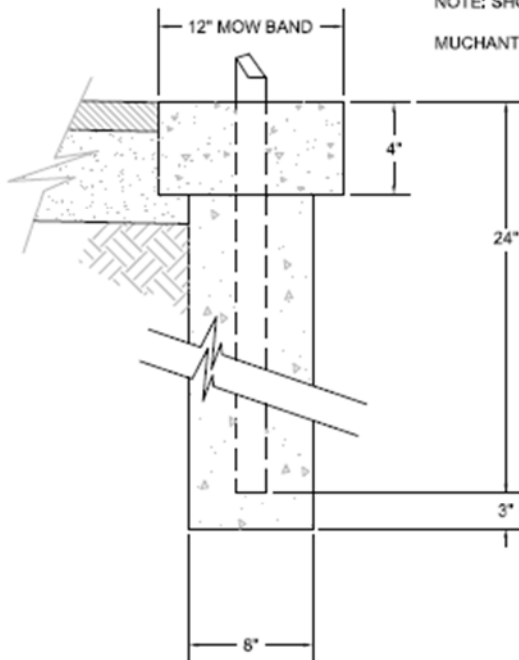
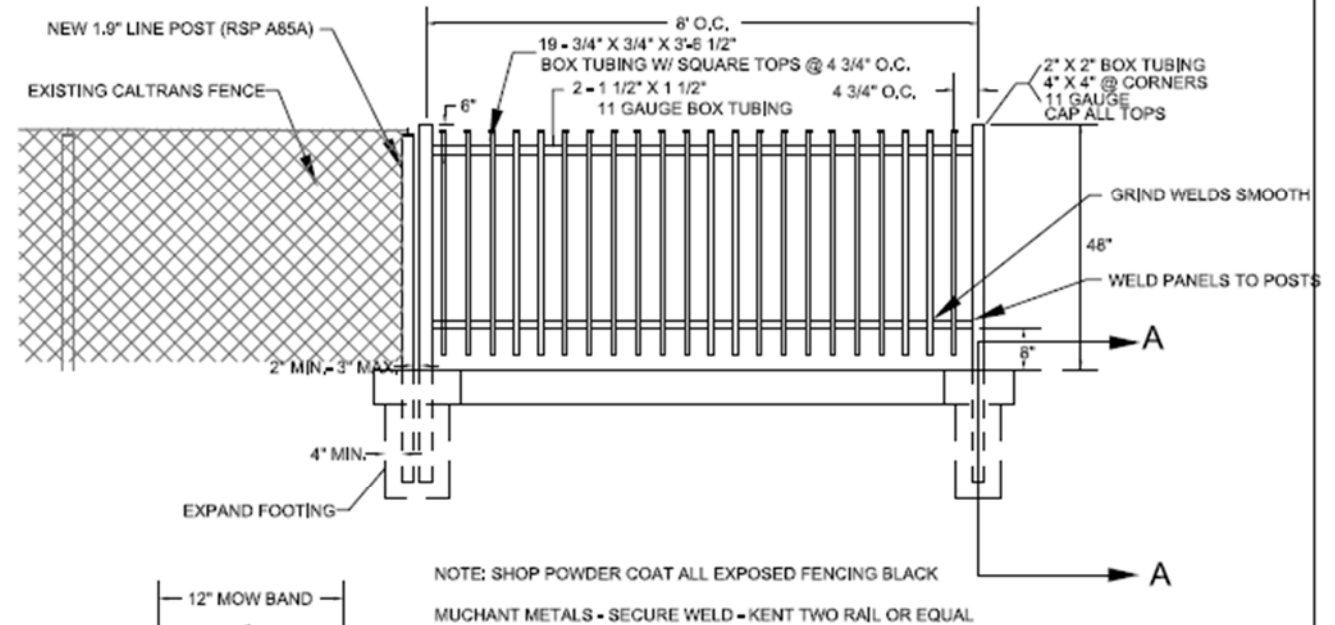


EXHIBIT "A" LANDSCAPE MAINTENANCE AGREEMENT

FOR
 03-SUT-99 PM 30.02
 CALTRANS ENCROACHMENT PERMIT NO: 0318-6CS1013



SECTION A-A DETAIL
 N.T.S.

ORNAMENTAL FENCE DETAIL N.T.S.

ATTACHMENT 4

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE EXECUTION OF A LANDSCAPE MAINTENANCE
AGREEMENT WITH CARRIAGE SQUARE PARTNERS LP, A CALIFORNIA
LIMITED PARTNERSHIP, FOR AREAS EAST OF STATE ROUTE 99 NEAR
BRIDGE STREET**

WHEREAS, through the improvements of Carriage Square located at 1250, 1260, 1270, and 1280 Bridge Street on the east side of State Route 99 near Bridge Street, the property owner is currently constructing improvements, including landscaping, irrigation systems, sidewalks, and decorative fence, within state right-of-way;

WHEREAS, the City of Yuba City requires an agreement with the property owner of 1250, 1260, 1270, and 1280 Bridge Street 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 is hereby authorized and directed to execute on behalf of the City of Yuba City the Landscape Maintenance Agreement, consistent with the material terms and conditions in the draft agreement attached to the staff report for this item, and subject to review and approval as to legal form by the City Attorney, in the City of Yuba City between the City of Yuba City and the property owner of 1250, 1260, 1270, and 1280 Bridge Street.
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 15th day of January 2019.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Patricia Buckland, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 5

AGREEMENT FOR LANDSCAPE MAINTENANCE ON STATE ROUTE 99 – CARRIAGE SQUARE

THIS AGREEMENT is made and entered into this 15th day of January, 2019, by and between CARRIAGE SQUARE PARTNERS, LP, A CALIFORNIA LIMITED PARTNERSHIP, 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 properties in the City identified as APN 52-130-043, as described in the legal description as attached in Exhibit A, and APNs 52-130-0##, 52-130-0##, and 52-130-0##, as shown as Parcel 1, Parcel 2, and Parcel 3, respectively, on Parcel Map No. 1230, “CARRIAGE SQUARE PARTNERS”, as attached in Exhibit B, and incorporated by reference (“Owner’s Properties”); 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 99 and which is located adjacent to Owner’s Properties, and which is depicted on Exhibit C (“Landscape Maintenance Area”).

WHEREAS, the City entered into an agreement authorized by the City Council on January 15, 2019, titled “LANDSCAPE MAINTENANCE AGREEMENT WITHIN STATE RIGHT OF WAY ON ROUTE 99 WITHIN THE CITY OF YUBA CITY”, attached as Exhibit D, 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 and FENCE 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 and FENCE 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 and FENCE must meet STATE's applicable standards.
- d) CITY shall ensure that LANDSCAPED areas and FENCE 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, FENCE, and appurtenances and restore STATE standard fence and right of way to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- m) To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
- n) To inspect LANDSCAPING and FENCE on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING and FENCE.
- n) To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING and FENCE system component that has become unsafe or unsightly.

- o) To expeditiously repair any STATE facility damage ensuing from CITY's LANDSCAPING and FENCE presence and activities, and to reimburse STATE for its costs to repair STATE facility damage ensuing from CITY's LANDSCAPING and FENCE presence and activities, should STATE be required to cure a CITY default.
- p) To MAINTAIN all sidewalk within the Agreement Limits of the STATE highway right of way, as shown on Exhibit "A", at CITY expense. 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.
- q) To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
- r) To allow random inspection of LANDSCAPING, FENCE, street lighting systems, sidewalks, and signs by a STATE representative.
- s) To keep the entire landscaped area policed and free of litter and deleterious material.
- t) FENCE must be as effective as current STATE standard fence at preventing animals from entering STATE right of way.
- u) FENCE must be securely joined to STATE's existing standard fence to avoid a gap in access control.
- v) At no time shall anything be attached, hung, or displayed on FENCE. Such prohibition includes, but is not limited to, advertising, holiday lighting, or decoration.

w) FENCE may not be changed or altered from what has been approved by STATE.

x) 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 D 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 _____

KURT G. HILBERS

TITLE _____

PARTNER

CARRIAGE SQUARE PARTNERS, LP,
A CALIFORNIA LIMITED PARTNERSHIP

BY _____

PRINT JEFFREY T. HELM

TITLE PARTNER

CARRIAGE SQUARE PARTNERS, LP,

A CALIFORNIA LIMITED PARTNERSHIP

EXHIBIT A
LEGAL DESCRIPTION OF OWNERS' PROPERTY
(APN 52-130-043)

2

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 4211011380
APN: 52-130-041 1280

When Recorded Mail Document and Tax Statements to:

Carriage Square Partners, LP
1210 Stabler Lane
Yuba City, CA 95993



2017-0006421

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

REC FEE 25.00
TAX 935.00

09:59AM 18-May-2017 LS
Page 1 of 4

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

New APN : 52-130-043

Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$935.00

(X) computed on full value of property conveyed, or

() computed on full value less of liens and encumbrances remaining at time of sale.

(Unincorporated area: (x) City of Yuba City

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
CF Group LLC, a California Limited Liability Company

hereby GRANT(S) to

Carriage Square Partners, LP, a California Limited Partnership

City of Yuba City
that property in ~~Unincorporated area~~ of Sutter County, State of California, described as follows:
See "Exhibit A" attached hereto and made a part hereof.

Date: May 09, 2017

CF Group, LLC
By:
Amanjit S. Cheema, Managing Member

By:
Amrik S. Cheema, Managing Member

By:
Ranbir K. Cheema, Managing Member

By:
Surjit S. Cheema, Managing Member

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
County of Sutter

On 5-9-17 before me, Leslye Rossiter a Notary Public, personally appeared Amanjit S. Cheema, Amrik S. Cheema, Ranbir K. Cheema and * 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. *Survijit S. Cheema

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.
Signature: Leslye Rossiter
Name: Leslye Rossiter
(Typed or Printed)

(Seal)



PARCEL "A"

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SUTTER STATE OF CALIFORNIA BEING A PORTION OF LOT 6 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION OF THE WEST HALF OF THE WHYLER ESTATE", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA, ON JANUARY 6, 1902, IN BOOK 1 OF SURVEYS, PAGE 21, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, THENCE NORTH $54^{\circ} 11' 05''$ EAST 256.68 FEET TO A POINT (SAID POINT BEING DISTANT 71.43 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM ENGINEER'S STATION "B1"693+68.00 OF THE BASE LINE OF THE DEPARTMENT OF PUBLIC WORKS' 1950 SURVEY BETWEEN OSWALD ROAD AND ROUTE 15, ROAD III-SUT-876); THENCE NORTH $00^{\circ} 52' 54''$ WEST 193.57 FEET; THENCE NORTH $21^{\circ} 13' 23''$ EAST 159.34 FEET TO THE CENTER POINT OF A 6-INCH BY 6-INCH CONCRETE HIGHWAY MONUMENT AT THE INTERSECTION OF THE EASTERLY LINE OF THE RIGHT OF WAY OF CALIFORNIA STATE HIGHWAY U.S. ALTERNATE 40 AS SAID EASTERLY LINE OF THE RIGHT OF WAY IS DESCRIBED IN A DEED FROM HAROLD A. FIPPINS, TO THE STATE OF CALIFORNIA, DATED SEPTEMBER 13, 1954 AND RECORDED SEPTEMBER 27, 1954 IN BOOK 429 OF OFFICIAL RECORDS, PAGE 226, WITH THE SOUTHERLY LINE OF THE RIGHT OF WAY OF BRIDGE STREET, AS SAID RIGHT OF WAY OF BRIDGE STREET IS DESCRIBED IN A DEED FROM HAROLD A. FIPPINS, TO THE COUNTY OF SUTTER, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, DATED SEPTEMBER 21, 1954 AND RECORDED SEPTEMBER 27, 1954 IN BOOK 418 OF OFFICIAL RECORDS, PAGE 259, SAID CENTER POINT BEING THE NORTH WEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN A DEED RECORDED WITH INSTRUMENT NUMBER 2016-00720 SUTTER COUNTY RECORDS AND BEING THE POINT OF BEGINNING OF THE REAL PROPERTY HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING SOUTH $88^{\circ} 33' 24''$ EAST ALONG THE SOUTHERLY LINE OF THE RIGHT OF WAY OF BRIDGE STREET, 109.72 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE CONTINUE EASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF SAID BRIDGE STREET 84.86'; THENCE LEAVING SAID RIGHT OF WAY LINE IN A SOUTHERLY DIRECTION AND ALONG A LINE PARALLEL TO THE EASTERLY PROPERTY LINE OF SAID PARCEL AS DESCRIBED IN A DEED RECORDED WITH INSTRUMENT NUMBER 2016-00720, 139.69'; THENCE ALONG A LINE PARALLEL TO THE SOUTH RIGHT OF WAY LINE OF BRIDGE STREET NORTH $88^{\circ} 33' 24''$ WEST 62.64'; THENCE N $1^{\circ} 26' 36''$ E, 18.22'; THENCE N $88^{\circ} 33' 24''$ W ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID PARCEL AND PARALLEL TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF BRIDGE STREET, 175.62 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CALIFORNIA STATE HIGHWAY AS DESCRIBED IN THE DEED HEREINABOVE REFERRED TO; THENCE NORTH $21^{\circ} 13' 23''$ EAST ALONG THE EASTERLY LINE OF SAID RIGHT OF WAY 129.09 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 27,429.38 SQ FT (0.63 ACRES) MORE OR LESS

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT:

A NON-EXCLUSIVE EASEMENT FOR STREET AND ROAD PURPOSES OVER AND ACROSS THE FOLLOWING:

BEING A PORTION OF LOT 6, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION OF THE WEST HALF OF THE WHYLER ESTATE", FILED IN THE OFFICE OF THE

4

COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA, ON JANUARY 6, 1902, IN BOOK 1 OF SURVEYS, PAGE 21, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 54° 11' 05" EAST 256.68 FEET TO A POINT (SAID POINT BEING DISTANT 71.43 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM ENGINEER'S STATION "B1"693+68.70 OF THE BASE LINE OF THE DEPARTMENT OF PUBLIC WORKS' 1950 SURVEY BETWEEN OSWALD ROAD AND ROUTE 15, ROAD III-SUT-87-B) THENCE NORTH 0° 52' 94" WEST 193.57 FEET; THENCE NORTH 21° 13' 23" EAST 159.34 FEET TO THE CENTER POINT OF A 6-INCH BY 6-INCH CONCRETE HIGHWAY MONUMENT AT THE INTERSECTION OF THE EASTERLY LINE OF THE RIGHT OF WAY OF CALIFORNIA STATE HIGHWAY U.S. ALTERNATE 40 AS SAID EASTERLY LINE OF THE RIGHT OF WAY IS DESCRIBED IN A DEED FROM HAROLD A. FIPPINS, TO THE STATE OF CALIFORNIA, DATED SEPTEMBER 13, 1954 AND RECORDED SEPTEMBER 27, 1954 IN BOOK 429 OF OFFICIAL RECORDS, PAGE 226, WITH THE SOUTHERLY LINE OF THE RIGHT OF WAY OF BRIDGE STREET AS SAID RIGHT OF WAY OF BRIDGE STREET IS DESCRIBED IN A DEED FROM HAROLD A. FIPPINS, TO THE COUNTY OF SUTTER, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, DATED SEPTEMBER 21, 1954 AND RECORDED SEPTEMBER 27, 1954 IN BOOK 418 OF OFFICIAL RECORDS, PAGE 259; THENCE SOUTH 88° 33' 24" EAST ALONG SAID SOUTHERLY LINE OF THE RIGHT OF WAY OF BRIDGE STREET 109.72 FEET; TO THE POINT OF BEGINNING OF THE EASEMENT HEREBY DESCRIBED; THENCE FROM SAID POINT OF BEGINNING, SOUTH 1° 26' 36" WEST ALONG THE EASTERLY LINE OF THAT CERTAIN PARCEL CONVEYED BY HAROLD A. FIPPINS TO JOE JEFFERSON SALTS AND ZELMA MARGUERITA SALTS, HIS WIFE, BY DEED DATED APRIL 4, 1960 AND RECORDED CAPRIL 4, 1960 IN BOOK 529 OF OFFICIAL RECORDS, PAGE 582, A DISTANCE OF 112.00 FEET; THENCE EASETERLY AND PARALLEL TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID BRIDGE STREET 60.00 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL CONVEYED BY HAROLD A. FIPPINS, TO WILLIAM J. PEARSALL AND MILDRED PEARSALL, HIS WIFE BY DEED DATED SEPTEMBER 12, 1962 AND RECORDED SEPTEMBER 14, 1962 IN BOOK 601 OF OFFICIAL RECORDS, PAGE 47; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL SO CONVEYED BY SAID FIPPINS TO SAID PEARSALLS BY DEED AFORESAID, A DISTANCE OF 112.00 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID BRIDGE STREET AS SAID RIGHT OF WAY OF BRIDGE STREET AS DESCRIBED IN SAID DEED DATED SEPTEMBER 21, 1954 AND RECORDED SEPTEMBER 27 1954 IN BOOK 418 OF OFFICIAL RECORDS, PAGE 259; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID BRIDGE STREET, AS DESCRIBED IN SAID LAST MENTIONED DEED, A DISTANCE OF 60.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THIS DESCRIPTION IS PREPARED FOR YUBA CITY LOT LINE ADJUSTMENT NO. 2017-05

5/11/2017



END OF DOCUMENT

EXHIBIT B

PARCEL MAP NO. 1230, "CARRIAGE SQUARE PARTNERS"

(APNS 52-130-0##, 52-130-0##, 52-130-0##)

OWNER'S STATEMENT

WE, THE UNDERSIGNED, BEING THE PERSONS HAVING RECORD INTEREST IN THE HEREON SUBDIVIDED LANDS HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

1- EASEMENT INDICATED ON THE MAP AS 10' WATER LINE EASEMENT DEDICATED TO YUBA CITY FOR THE CONSTRUCTION AND MAINTENANCE OF A WATER LINE AND ALL APPURTENANCES THERETO.

2-A PUBLIC UTILITY EASEMENT INDICATED ON THE MAP AS PUE FOR BUT NOT LIMITED TO OVERHEAD AND UNDERGROUND ELECTRICAL, WATER SEWER, GAS, STORM DRAINAGE, COMMUNICATION SERVICES, STREETS INCLUDING CURB GUTTERS AND SIDEWALKS, AND ALL APPURTENANCES THERETO. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT, OBSTRUCT OR INTERFERE WITH SAID PUBLIC UTILITY EASEMENT OR THE USE THEREOF BY THE CITY, ITS AGENTS OR ANY FRANCHISEE.

CARRIAGE SQUARE PARTNERS, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: HILBERS PROPERTY MANAGEMENT, INC., A CALIFORNIA CORPORATION, AS GENERAL PARTNER

BY: [Signature] DATE: 12.20.18
KURT HILBERS, PRESIDENT

BENEFICIARY STATEMENT

FIVE STAR BANK, BENEFICIARY UNDER DEED OF TRUST RECORDED APRIL 21, 2016 AND FILED AS INSTRUMENT NUMBER 2016-0005416 AND ALSO BENEFICIARY UNDER DEED OF TRUST RECORDED OCTOBER 11, 2017 AND FILED AS INSTRUMENT NUMBER 2017-0016916 IN THE OFFICIAL RECORDS OF SUTTER COUNTY, CALIFORNIA, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP, AND DOES HEREBY CONSENT AND PARTICIPATE IN THE OFFER OF DEDICATION SHOWN AS ITEMS 1 AND 2 IN THE OWNER'S STATEMENT OF THIS MAP.

FIVE STAR BANK
BY: [Signature] DATE: 12/20/2018
BY: JACK DALTON [Signature] JOHN W DALTON
CHIEF CREDIT OFFICER

NOTARY 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 Sutter
COUNTY OF Sutter
ON Dec. 20, 2018 BEFORE ME, T. Dhaliwal A NOTARY PUBLIC,
APPEARED Kurt Hilbers
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 THE 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 THE PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.
SIGNATURE [Signature] T. Dhaliwal
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN Sutter COUNTY
MY COMMISSION EXPIRES : 12.24.22
MY COMMISSION NUMBER : 2267159

NOTARY 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 Sacramento
COUNTY OF Sacramento
ON 12/20/2018 BEFORE ME, Rachel T. Griffith A NOTARY PUBLIC,
APPEARED John W. Dalton
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 THE 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 THE PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.
SIGNATURE [Signature] Rachel T. Griffith
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN Sacramento COUNTY
MY COMMISSION EXPIRES : June 25, 2022
MY COMMISSION NUMBER : 2247693

SURVEYOR STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF KURT HILBERS IN OCTOBER OF 2018. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP IF ANY.

DATED: 12/20/2018

[Signature]
GEORGE L. MUSALLAM
PLS 7104 EXP 12/31/2020



CITY SURVEYOR'S STATEMENT

I, BENJAMIN K. MOODY, CITY SURVEYOR OF THE CITY OF YUBA CITY DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATED: 12/20/18

[Signature]
BENJAMIN K. MOODY
CITY SURVEYOR, PLS 9018
EXPIRES 9/30/2019



CITY ENGINEER'S STATEMENT

I, DIANA LANGLEY, CITY ENGINEER OF THE CITY OF YUBA CITY, DO HEREBY CERTIFY THAT THE WITHIN PARCEL MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP ON FILE AS APPROVED. AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: 12/20/18

[Signature]
DIANA LANGLEY
CITY ENGINEER, RCE 59616
EXPIRES 12-31-2019



RECORDER'S CERTIFICATE

FILED THIS 26th DAY OF December, 2018, AT 9:00 A.M IN BOOK B OF PARCEL MAPS, AT PAGE 100, AT THE REQUEST OF KURT HILBERS.

DONNA M. JOHNSTON
SUTTER COUNTY RECORDER

BY: [Signature]
DEPUTY

FILE NO. 2018-0016841

FEE: \$ 90.00

**PARCEL MAP NO. 1230
CARRIAGE SQUARE PARTNERS**

BEING A PORTION OF LOT 6, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION OF THE WEST HALF OF THE WHYLER ESTATES", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA ON JANUARY 6, 1902, IN BOOK 1 OF SURVEYS, PAGE 21 ALSO BEING A PORTION OF LOTS 19 AND 20 OF THE MAP ENTITLED "MAP OF SUBDIVISION OF THE EAST HALF OF THE WHYLER ESTATES", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA, IN BOOK 1 OF SURVEYS, PAGE 12

SUTTER COUNTY, CALIFORNIA OCTOBER 2018

PREPARED BY:
NVES
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

PLANNER'S STATEMENT

THIS MAP WAS EXAMINED THIS 20TH DAY OF DECEMBER, 2018, FOR CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF AS APPROVED BY THE CITY PLANNING COMMISSION ON DECEMBER 13, 2017.

D. E. C. DATE: 12/20/18
PLANNING DIVISION
CITY OF YUBA CITY

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY OFFERED FOR DEDICATION TO THE CITY OF YUBA CITY IN THE OWNERS'S STATEMENT, IS HEREBY ACCEPTED ON BEHALF OF THE CITY COUNCIL OF THE CITY OF YUBA CITY PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 06-046 OF SAID CITY COUNCIL, IN JUNE 6, 2006, AND GRANTEE CONSENTS TO RECORDATION BY ITS DULY AUTHORIZED OFFICER.

DATED: 12/20/18

Diana Langley
DIANA LANGLEY
CITY ENGINEER, RCE 59616
EXPIRES 12-31-2019

CITY CLERK'S CERTIFICATE

I, PATRICIA BUCKLAND, CLERK OF THE CITY OF YUBA CITY, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE RECEIVED A CERTIFICATE FROM THE TAX COLLECTOR OF THE COUNTY OF SUTTER AS REQUIRED BY GOVERNMENT CODE SECTION 66492.

Patricia Buckland 12-20-18
PATRICIA BUCKLAND
CITY CLERK, CITY OF YUBA CITY

TAX COLLECTOR'S CERTIFICATE

I, STEVEN HARRAH, TAX COLLECTOR OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SECTION 66492 THAT THE RECORDS OF MY OFFICE SHOW THAT THERE ARE NO LIENS AGAINST THE LANDS SHOWN HEREON OR ANY PARTS THEREOF FOR UNPAID TAXES OR SPECIAL ASSESSMENTS.

ASSESSOR'S PARCEL NUMBER 52-130-044

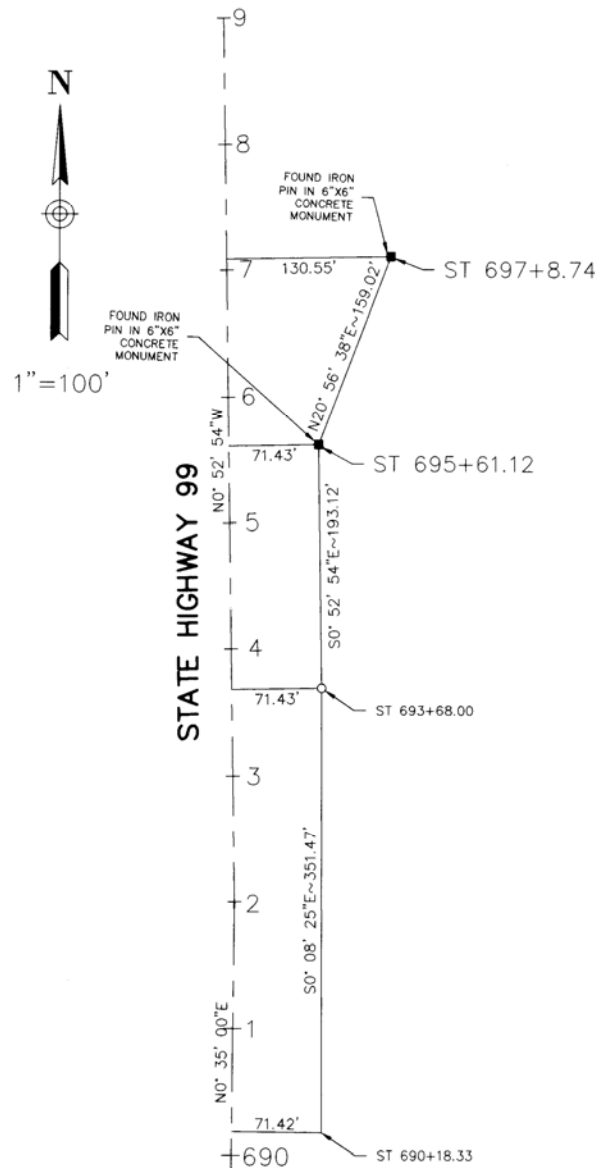
Steven Harrah
STEVEN HARRAH
TAX COLLECTOR OF THE COUNTY OF SUTTER

12-19-2018
DATE:



PREPARED BY:

AVES
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417



DETAIL "A"

1"=100'

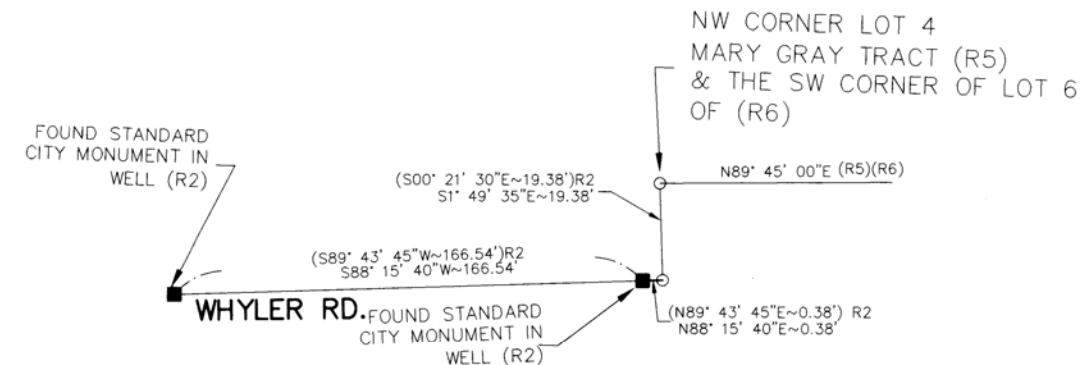
NOTE:
ALL BEARINGS AND DISTANCES SHOWN ON DETAIL "A" ARE SHOWN ON OR CALCULATED FROM R1

NOTES:

1- ANY EXISTING MONUMENTS DISTURBED DURING THE COURSE OF CONSTRUCTION OF THE STREET IMPROVEMENTS WILL BE REPLACED BY PERMANENT MONUMENTS AND THE FILING OF A CORNER RECORD WITH THE SUTTER COUNTY SURVEYOR.

2- CROSS EASEMENTS OVER ALL PROPERTY NOT OCCUPIED BY BUILDINGS SHALL BE RESERVED IN DEEDS FOR ALL UNDERGROUND UTILITIES, INGRESS AND EGRESS, PARKING, DRAINAGE, LANDSCAPING, AND THE MAINTENANCE THEREOF TO THE BENEFIT OF ALL PARCELS INVOLVED IN THE DIVISION.

3-EACH OWNER OF THE PARCELS SHOWN HEREON OR THE OWNER OF A PORTION OF EACH PARCEL AND THEIR SUCCESSORS SHALL PARTICIPATE IN A MASTER SIGN PROGRAM FOR THE PLANNED, UNIFIED DEVELOPMENT OF THE PARCELS SHOWN HEREON. THE MASTER SIGN PROGRAM SHALL BE APPROVED BY YUBA CITY.



DETAIL "B"

N.T.S.

REFERENCES

- R GRANT DEED OF EACH PROPERTY REFERENCED ON MAP
- R1 CALTRANS AS-BUILT DRAWING NO. SUT. 174 DATED MARCH 29, 1954
- R2 PARCEL MAP NUMBER 703, BOOK 4 PM PAGE 53
- R3 UNRECORDED SURVEY BY EDWARD VON GELDERN DATED FEBRUARY 16, 1962 ON FILE AT THE SUTTER COUNTY SURVEYOR'S OFFICE
- R4 BOOK 697 OFFICIAL RECORDS PAGE 200
- R5 MARY GRAY TRACT BOOK 3 OF SURVEYS PAGE 11
- R6 MAP OF SUBDIVISION OF THE WEST HALF OF WHYLER ESTATES BOOK 1 OF SURVEYS PAGE 21
- R7 CORNER RECORD NUMBER 2018-45 ON FILE AT THE SUTTER COUNTY SURVEYOR'S OFFICE

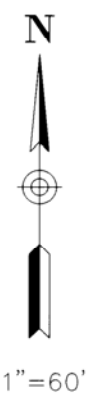
LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET 1/2 IRON PIPE WITH PLASTIC CAP STAMPED NVES LS 7104
- CALCULATED POINT, NOTHING FOUND OR SET
- () EMBRACES RECORD DATA
- B.O.B. BASIS OF BEARING
- C CALCULATED

**PARCEL MAP NO. 1230
CARRIAGE SQUARE PARTNERS**

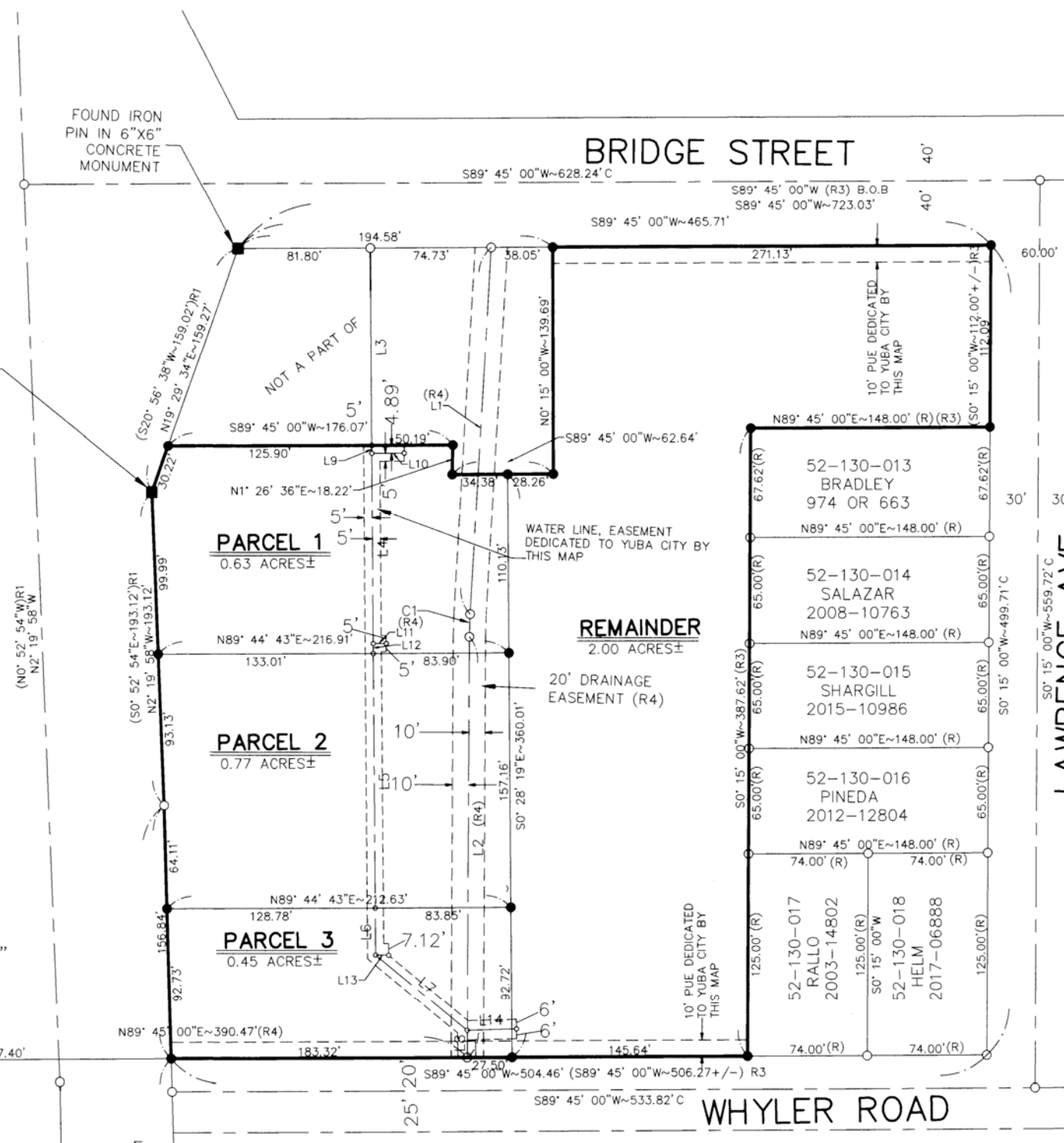
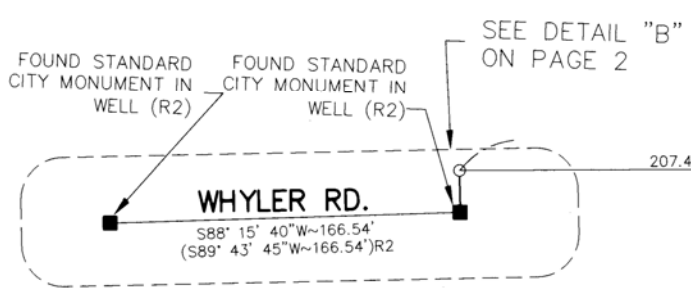
BEING A PORTION OF LOT 6, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION OF THE WEST HALF OF THE WHYLER ESTATES", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA ON JANUARY 6, 1902, IN BOOK 1 OF SURVEYS, PAGE 21 ALSO BEING A PORTION OF LOTS 19 AND 20 OF THE MAP ENTITLED "MAP OF SUBDIVISION OF THE EAST HALF OF THE WHYLER ESTATES", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA, IN BOOK 1 OF SURVEYS, PAGE 12

SUTTER COUNTY, CALIFORNIA OCTOBER 2018



Line #	Length	Direction
L1	226.11	N3° 15' 00"E
L2	260.00	S0° 15' 00"W
L3	121.48	S0° 29' 08"E
L4	117.30	S0° 30' 56"E
L5	157.16	S0° 29' 24"E
L6	28.81	S0° 29' 24"E
L7	73.48	S50° 18' 02"E
L8	15.56	S0° 20' 32"E
L9	4.92	S0° 29' 24"E
L10	20.04	S89° 31' 58"W
L11	8.03	S89° 31' 58"W
L12	6.14	S0° 29' 24"E
L13	7.99	S89° 30' 42"W
L14	30.54	N88° 33' 49"E

FOUND IRON PIN IN 6"x6" CONCRETE MONUMENT
 STATE HIGHWAY 99
 (SEE DETAIL "A" ON PAGE 2)



Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	14.03	260.00	3.09	S1° 47' 45"W	14.03

REFERENCES

- R GRANT DEED OF EACH PROPERTY REFERENCED ON MAP
- R1 CALTRANS AS-BUILT DRAWING NO. SUT. 174 DATED MARCH 29, 1954
- R2 PARCEL MAP NUMBER 703, BOOK 4 PM PAGE 53
- R3 UNRECORDED SURVEY BY EDWARD VON GELDERN DATED FEBRUARY 16, 1962 ON FILE AT THE SUTTER COUNTY SURVEYOR'S OFFICE
- R4 BOOK 697 OFFICIAL RECORDS PAGE 200
- R5 MARY GREY TRACT BOOK 3 OF SURVEYS PAGE 11
- R6 MAP OF SUBDIVISION OF THE WEST HALF OF WHYLER ESTATES BOOK 1 OF SURVEYS PAGE 21
- R7 CORNER RECORD NUMBER 2018-45 ON FILE AT THE SUTTER COUNTY SURVEYOR'S OFFICE

LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET 1/2 IRON PIPE WITH PLASTIC CAP STAMPED NVES LS 7104
- CALCULATED POINT, NOTHING FOUND OR SET
- () EMBRACES RECORD DATA
- B.O.B. BASIS OF BEARING
- C CALCULATED

**PARCEL MAP NO. 1230
 CARRIAGE SQUARE PARTNERS**

BEING A PORTION OF LOT 6, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SUBDIVISION OF THE WEST HALF OF THE WHYLER ESTATES", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA ON JANUARY 6, 1902, IN BOOK 1 OF SURVEYS, PAGE 21 ALSO BEING A PORTION OF LOTS 19 AND 20 OF THE MAP ENTITLED "MAP OF SUBDIVISION OF THE EAST HALF OF THE WHYLER ESTATES", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA, IN BOOK 1 OF SURVEYS, PAGE 12

PREPARED BY:
NVES
 NORTH VALLEY ENGINEERING AND SURVEYING
 1547 STARR DRIVE SUITE "J"
 YUBA CITY, CA 95993
 (530) 713-0417

SUTTER COUNTY, CALIFORNIA OCTOBER 2018

EXHIBIT C
LANDSCAPE MAINTENANCE AREA

EXHIBIT "A" LANDSCAPE MAINTENANCE AGREEMENT

FOR
03-SUT-99 PM 30.02
CALTRANS ENCROACHMENT PERMIT NO: 0318-6CS1013

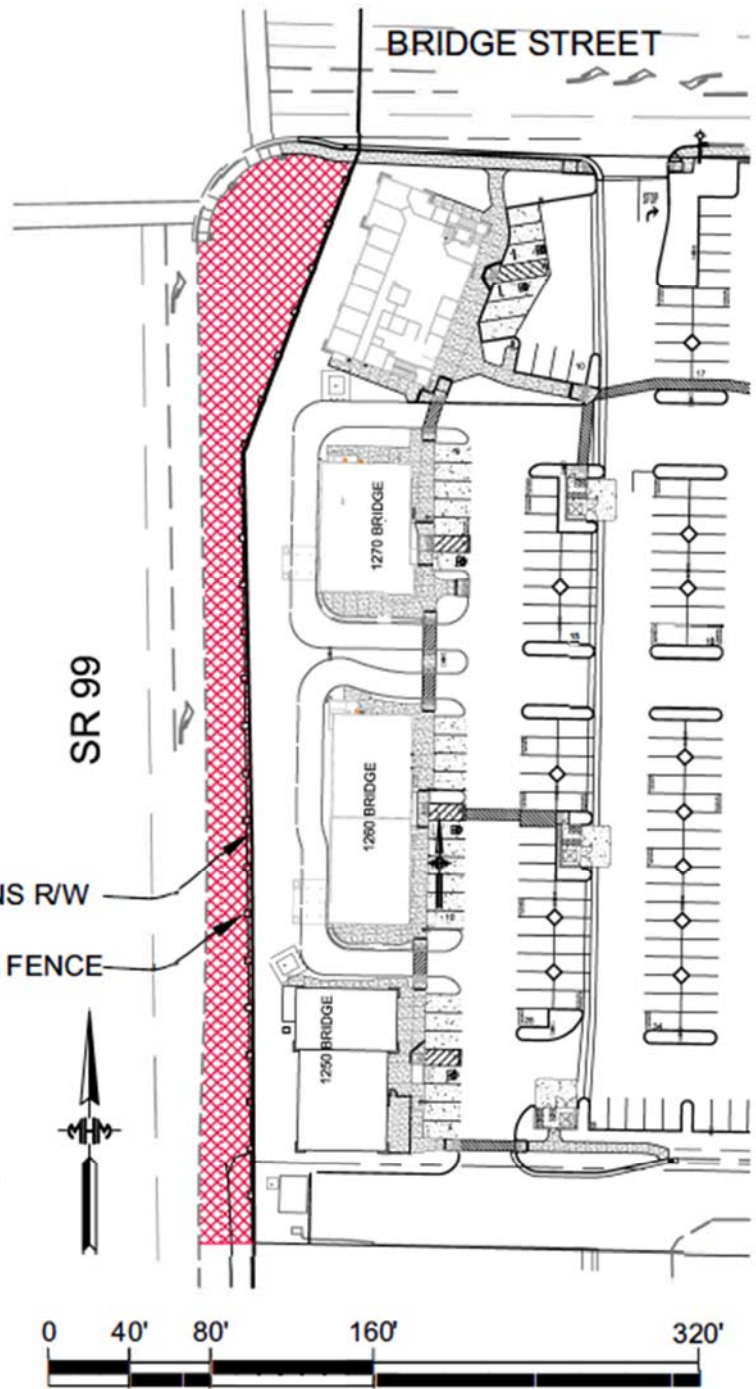


EXHIBIT D
STATE AGREEMENT

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 99 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 0318-6CS1013.
2. PARTIES have agreed to replace STATE right of way chain link fence with CITY’s non-standard fence as shown in Exhibit A.
3. This Agreement addresses CITY responsibility for the landscape, irrigation systems, sidewalk, (collectively the “LANDSCAPING”) and the non-standard fence (hereafter the “FENCE”) placed within State Highway right of way on State Route 99, 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 and FENCE 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’ division of 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 and FENCE 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 landscape architect, for LANDSCAPING and FENCE 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 and FENCE must meet STATE's applicable standards.
 - 2.4. CITY shall ensure that LANDSCAPED areas and FENCE designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 2.5. CITY will submit a one-time encroachment permit application for routine CITY MAINTENANCE functions as required by this Agreement. Individual encroachment permit will be obtained for any substantive repair activities or any MAINTENANCE activities requiring access from STATE highway side of the FENCE prior to the start of any work within STATE's right of way.
 - 2.6. 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.
 - 2.7. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 2.8. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 2.9. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.

- 2.10. 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.
- 2.11. 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.
- 2.12. 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 3 Maintenance at 703 B Street, Marysville CA 95901.
- 2.13. To remove LANDSCAPING, FENCE and appurtenances and restore STATE standard fence and right of way to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 2.14. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
- 2.15. To inspect LANDSCAPING and FENCE on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING and FENCE.
- 2.16. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING and FENCE system component that has become unsafe or unsightly.
- 2.17. To expeditiously repair any STATE facility damage ensuing from CITY's LANDSCAPING and FENCE presence and activities, and to reimburse STATE for its costs to repair STATE facility damage ensuing from CITY's LANDSCAPING and FENCE presence and activities, should STATE be required to cure a CITY default.
- 2.18. To MAINTAIN all sidewalks within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks or the LANDSCAPING in an expeditious manner.
- 2.19. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
- 2.20. To allow random inspection of LANDSCAPING, FENCE, street lighting systems, sidewalks and signs by a STATE representative.

- 2.21. To keep the entire landscaped area policed and free of litter and deleterious material.
 - 2.22. FENCE must be as effective as current STATE standard fence at preventing animals from entering STATE right of way.
 - 2.23. FENCE must be securely joined to STATE's existing standard fence to avoid a gap in access control.
 - 2.24. At no time shall anything be attached, hung, or displayed on FENCE. Such prohibition includes, but is not limited to, advertising, holiday lighting, or decoration.
 - 2.25. FENCE may not be changed or altered from what has been approved by STATE.
 - 2.26. 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 party 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 and FENCE 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 and FENCE 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 and FENCE, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to effect that cure.

4.3. 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 contracts

6. INSURANCE – CITY and its contractors shall 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.

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 in a form satisfactory to STATE, along with a signed copy of the 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: _____
Mayor/Chairmen

LAURIE BERMAN
Director of Transportation

Initiated and Approved

By: _____
City/County Manager

By: _____
Deputy District Director
Maintenance District

ATTEST:

By: _____
City/County Clerk

As to Form and Procedure:

By: _____
City/County Attorney

By: _____
Attorney
Department of Transportation

EXHIBIT "A" LANDSCAPE MAINTENANCE AGREEMENT

FOR
03-SUT-99 PM 30.02
CALTRANS ENCROACHMENT PERMIT NO: 0318-6CS1013

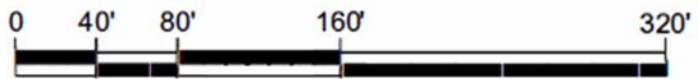
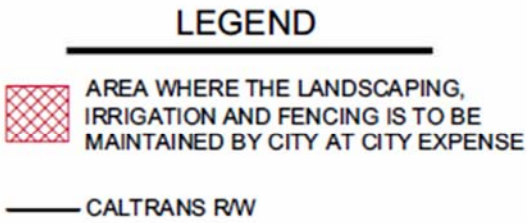
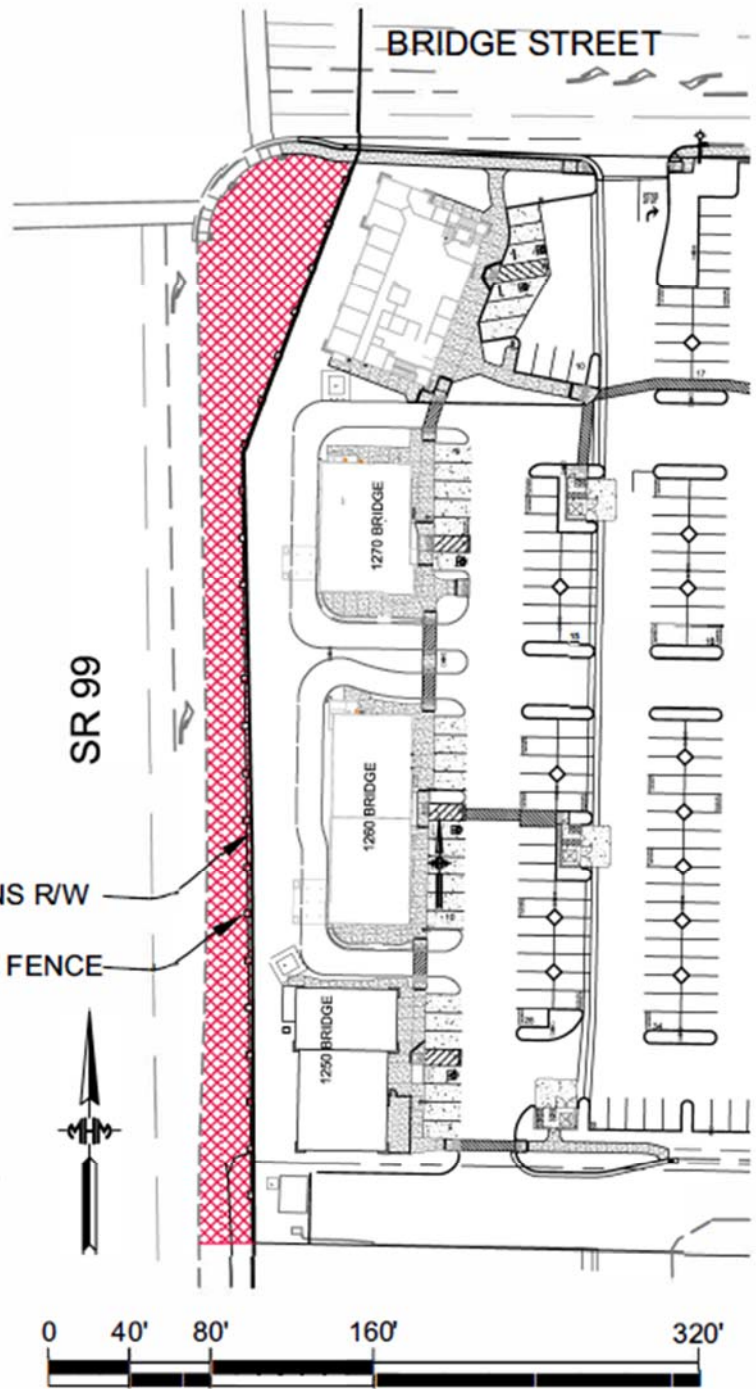
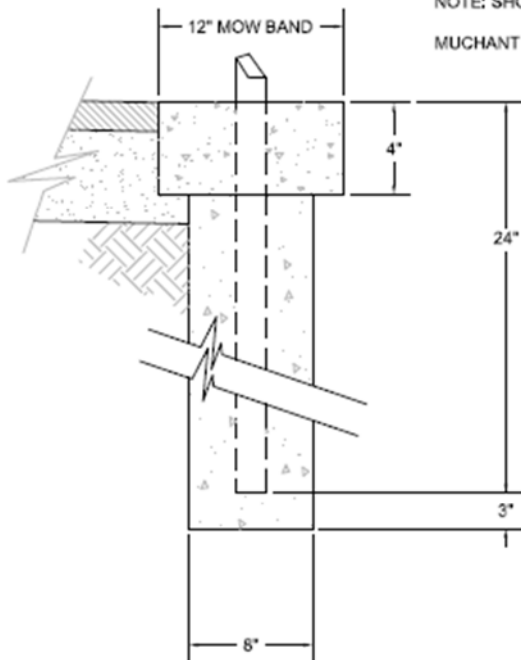
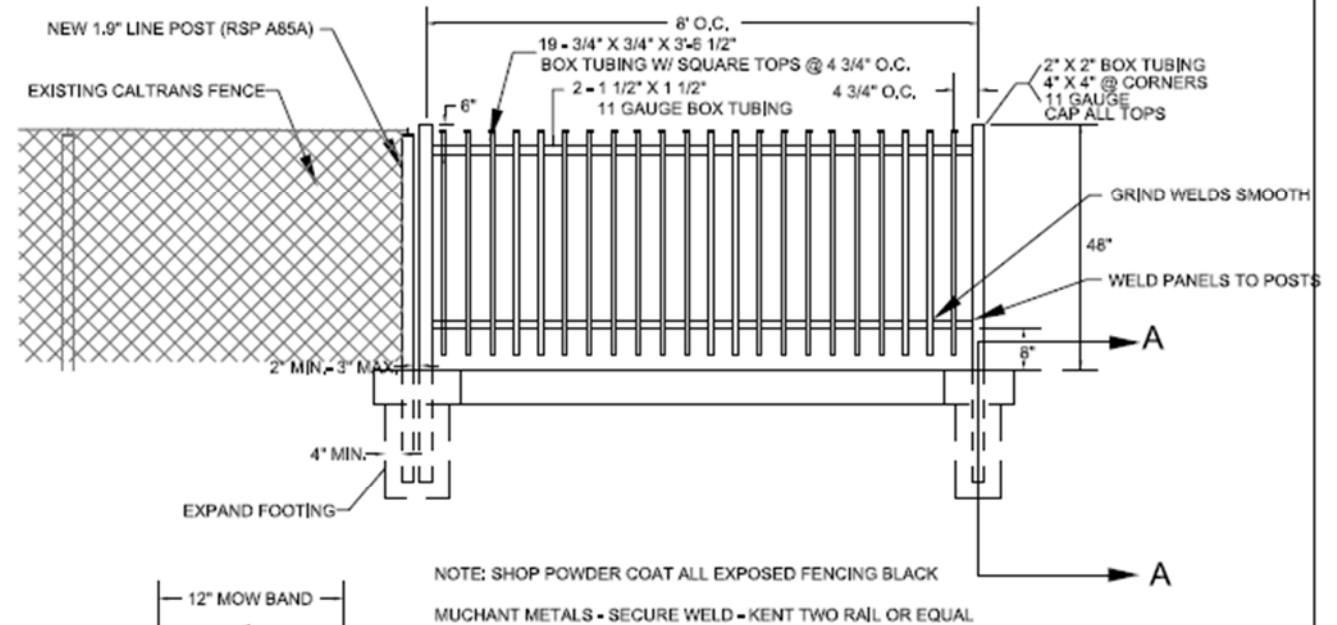


EXHIBIT "A" LANDSCAPE MAINTENANCE AGREEMENT

FOR
 03-SUT-99 PM 30.02
 CALTRANS ENCROACHMENT PERMIT NO: 0318-6CS1013



SECTION A-A DETAIL
 N.T.S.

ORNAMENTAL FENCE DETAIL N.T.S.