

CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 17, 2020  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Diana Langley, Interim City Manager

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**Summary**

**Subject:** Deferred Improvement Agreement – DPM, a California Limited Partnership [APN 63-010-010, 2700 Colusa Highway]

**Recommendation:** Adopt a Resolution approving the execution of a Deferred Improvement Agreement with DPM, a California Limited Partnership providing for street and drainage improvements improvements along South Colusa Frontage Road fronting its property identified by APN 63-010-010.

**Fiscal Impact:** No fiscal impact

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**Purpose:**

To facilitate the orderly development of street improvements in unimproved portions of the City.

**Background:**

On October 7, 2020, the Development Services Department approved Building Permit Number BLD20-00714 to allow Orchard Machinery Corporation, which is owned by DPM, a California Limited Partnership, to construct a new 10,000 square foot industrial building.

**Analysis:**

Approval of Building Permit Number BLD20-00714 requires that provisions be made for street improvements along the property frontage of South Colusa Frontage Road per Section 8-5.6201 of the Municipal Code. The owner has requested that construction of the improvements be deferred to a later date because the properties to the east and the west are unimproved, making it difficult to determine the correct slope and elevation of the improvements. Staff concurs with this assessment and recommends entering into a Deferred Improvement Agreement to meet the Municipal Code requirement. Through the Deferred Improvement Agreement, the Owner must construct the improvements when the City, in its sole discretion, finds that the improvements are necessary.

**Fiscal Impact:**

There is no fiscal impact to the City. The Deferred Improvement Agreement provides for the installation of street improvements fronting the subject parcel at such time the City determines it is practical.

**Alternatives:**

Do not approve the execution of a Deferred Improvement Agreement, determine that the improvements should be installed at this time, and direct the property owner accordingly.

**Recommendation:**

Adopt a Resolution approving the execution of a Deferred Improvement Agreement with DPM, a California Limited Partnership providing for street improvements along South Colusa Frontage Road fronting its property identified by APN 63-010-010.

**Attachments:**

- A) Resolution authorizing Deferred Improvement Agreement
  - 1. Deferred Improvement Agreement
    - a. Exhibit A – Legal Description
    - b. Exhibit B-1 and Exhibit B-2 – Owner’s Responsibility of Construction Improvements

Prepared by:

Submitted by:

*/s/ Kevin Bradford*  
Kevin Bradford  
Deputy Public Works Director  
Engineering

*/s/ Diana Langley*  
Diana Langley  
Interim City Manager

Reviewed by:

Department Head  
Finance  
City Attorney

DL  
SM  
SLC by email

# ATTACHMENT A

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AUTHORIZING EXECUTION OF THE DEFERRED IMPROVEMENT AGREEMENT  
WITH DPM, A CALIFORNIA LIMITED PARTNERSHIP FOR PUBLIC IMPROVEMENTS  
ALONG SOUTH COLUSA FRONTAGE ROAD FRONTING ITS PROPERTY IDENTIFIED BY  
APN 63-010-010**

WHEREAS, Approval of Building Permit Number BLD20-00714 requires that provisions be made for street improvements along the property frontage of South Colusa Frontage Road per Section 8-5.6201 of the Municipal Code; and

WHEREAS, The owner has requested that construction of the improvements be deferred to a later date because the properties to the east and the west are unimproved, making it difficult to determine the correct slope and elevation of the improvements.

NOW, THEREFORE be it resolved by the City Council of the City of Yuba City as follows:

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council approves a Deferred Improvement Agreement with DPM, a California Limited Partnership for 2700 Calusa Highway, a copy of which is attached hereto, and authorizes and directs the Mayor or City Manager to enter into the same. The Mayor or City Manager is further authorized to make any non-material, technical, and clerical edits and corrections to the agreement subject to approval as to form by City Attorney.

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 17<sup>th</sup> day of November, 2020.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Shon Harris, Mayor

\_\_\_\_\_  
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY:

\_\_\_\_\_  
Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

Attachments:

Attachment A – Deferred Improvement Agreement

RECORDING REQUESTED BY &  
WHEN RECORDED MAIL TO:

City of Yuba City  
1201 Civic Center Blvd.  
Yuba City, CA 95993  
Attn: Diana Langley, Interim City Manager

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from filing/recording fees per Govt. Code §27383

## DEFERRED IMPROVEMENT AGREEMENT

DEFERRED IMPROVEMENT AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (“**Agreement Date**”), by and between THE CITY OF YUBA CITY, a California municipal corporation (“**City**”), and DPM, a California Limited Partnership (“**Developer**”). City and Developer are sometimes individually referred to hereinafter as “Party” and collectively as “Parties.”

### RECITALS

**A.** Developer is the owner of that certain real property legally described on Exhibit A. The real property which is the subject of this Agreement (hereinafter the “Property”) is located in the City of Yuba City.

**B.** Developer has filed an application with the City requesting approval for certain entitlements as follows: BLD20-00714 (“Entitlements”).

**C.** The Yuba City Municipal Code requires certain common improvements to be provided by the Owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance.

**D.** The City requires as a condition precedent to the acceptance and approval of the Entitlements the construction and dedication of such streets, highways and public places and easements as are delineated in the Depiction of Improvements attached hereto as Exhibit B-1 and/or Exhibit B-2, and deems the same as necessary for the public use, and also requires any and all improvements delineated and shown thereon shall be improved by the construction and the installation of the improvements specified in Exhibit B-1 and/or Exhibit B-2, among others.

**E.** The Developer is concerned that the completion of the required improvements may result in damage to the adjacent properties; and as such the Developer has requested to defer the construction of said improvements.

**F.** Additionally, it can be difficult to determine the specific slope and location of gutters and similar types of improvements when there is no such connecting infrastructure immediately adjacent to the area where improvements are required.

**G.** Developer desires to construct the improvements at a later date, and develop and occupy a portion of the Property now.

**H.** Developer hereby warrants that any and all parties having record title interest in the Property which may ripen into a fee have subordinated to this instrument and all such instruments of subordination, if any, are attached hereto and made a part of this instrument.

**I.** From time to time, it is mutually advantageous to both the City and the Developer that the actual construction of such improvements be deferred until a later date.

**J.** It is the purpose and intent of this Agreement to allow the deferment and the guarantee of the construction of said required improvements, by the Developer in the manner as hereinafter specified.

**K.** The City Engineer has reviewed the request for the deferment of said public improvements and feels that said request is justified in that it is not practical to construct said improvements at this time, within the meaning of Government Code section 66499(a)(4).

**L.** The City finds that it would not be in the public interest to require the installation of the required public improvements at this time.

**M.** Section 8-2.705(a) of the Yuba City Municipal Code, in conjunction with Government Code section 66499(a)(4), provides for the deferment of public improvements under specified conditions, provided that the Developer enters into an agreement approved by the City which guarantees that the required improvements being deferred are, in fact, constructed within the specified time limits determined by City to be necessary for said improvements.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

**1. Recitals.** The above Recitals are incorporated by reference to the same extent and with the same force and effect as if fully set forth herein and shall constitute a part of this Agreement.

**2. Improvements.** Within ten (10) years of the execution of this Agreement, or within ninety (90) days upon the development/improvement of any of the adjacent properties and upon request by the City Engineer or his/her designee, the Developer shall construct the public improvements set forth in Exhibit B-1 and/or Exhibit B-2. (See Depiction of Improvements attached hereto as Exhibit B-1 and/or Exhibit B-2.) The Parties by written agreement/amendment may extend this Agreement in two (2) year intervals upon request to the City and presentation of evidence by the Developer that the adjacent properties have not been improved. Developer shall be fully responsible for all costs associated with the installation of said improvements set forth in Exhibit B-1 and/or Exhibit B-2.

**3. Inspections.** City shall inspect all Improvements, and Developer shall coordinate inspection of the same. All Improvements and materials shall be done, performed and installed in strict accordance with the approved construction plans for said work on file with the City Engineer or applicable City standards in effect at the time of the work of Improvements.

Whenever Developer varies the period during which work is carried on each day, Developer shall give due notice to the City Engineer so that proper inspection may be provided. If Developer fails to duly notify City as herein required, any work done in the absence of the City Engineer will be subject to rejection. Inspection of the Improvements by the City shall not relieve Developer of any obligation to fulfill the Agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted.

**4. Work by Developer.** It shall be the responsibility of Developer to coordinate all work done by Developer's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Developer. It shall further be the responsibility of Developer to give the City Engineer written notice not less than two working days in advance of the actual date on which work is to be started. Failure on the part of Developer to notify the City Engineer may cause delay for which Developer shall be solely responsible.

**5. Inspection Fees.** Prior to commencing the work herein required, Developer shall pay the City all fees necessary for inspecting all improvements required pursuant to this Agreement. In addition, the Developer shall conduct all necessary testing of the materials used in connection therewith. Further, Developer shall provide the City with certified copies of all testing results.

**6. Lien.** In the event of default in the performance of the obligations specified herein, the City may elect to construct the improvements specified herein. Should the City elect to take such curative steps, it shall serve written notice of its intent to enter the Property subject to this Agreement for this purpose. Such notice shall be served either personally or by U.S. Mail, upon Owner(s) of the Property's last known address or at such address as listed on the tax rolls, at least twenty (20) days in advance of the date the City intends to enter the Property. The City may act through its own employees or through an independent contractor. In either event, the performance of such work shall be at the sole expense of the Developer or Owner(s) of the Property. All expenses and administrative costs incurred by the City in the construction of the improvements required by this Agreement shall constitute a lien upon the Property. The lien shall attach to all of the lots within the subdivision of the Property. Property owners for each lot within the subdivision and each successor owner vests in and delegates to the City or its authorized representatives the right and power to commence an action at law or lien foreclosure against Developer and any owner for the collection of the costs for constructing the required improvements and waives any objection to the enforcement thereof. Any lien arising pursuant to this Agreement must be enforced by trustee sale of the lot(s) under the lien foreclosure provisions of the California Civil Code.

**7. Damage Prior to Final Acceptance.** Any damage to the work and Improvements constructed pursuant to this Agreement occurring after installation shall be made good to the satisfaction of the City Engineer by Developer before the final acceptance of the completed work.

**8. Remedy of Defects.** Developer shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one year from the date of acceptance of the

Improvements by City.

**9. Acceptance.** At such time as the Improvements are constructed to City standards and conforms to all state law requirements and subject to the inspection and approval of the City Engineer or his/her representative, the City shall accept the public improvements for maintenance and release the Developer/Owner from the requirements of this Agreement, provided that the easement or fee title to such property upon which the public improvements are situated has been accepted by the City. The conditions and obligations of this Agreement shall remain in full force and effect until such time as City's Engineer issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Sutter County Recorder.

**10. No Right of Trespass.** This Agreement shall in no way be construed as a grant by City of any rights to Developer to trespass upon land rightfully in the possession of, or owned by, another, whether such land be privately or publicly owned.

**11. Payment for Materials and Supplies.** Developer and Developer's subcontractors shall pay for any materials, provisions, and other supplies used in, upon, for, or about the performance of the Improvements contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor and shall file with City pursuant to Section 3800 of the California Labor Code, as may be amended, a Certificate of Workers Compensation and shall maintain a valid policy of Workers Compensation Insurance for the duration of the period of construction. The cost of the installation of the improvements shall be indexed each year per the ENR Construction Cost Index 20 City Average, calculated from April to April, with a recurring five-year review of the base cost estimate.

**12. Compliance with Conditions of Approval.** Developer shall comply with all Conditions of Approval set forth in any Entitlement for the Property, and any amendments thereto, not already fully completed or performed as of the date of the approval of the Entitlements and which are not otherwise set forth in this Agreement.

**13. Compliance with Law.** In performing obligations set forth in this Agreement, Developer shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Developer shall comply with the codes or ordinances of City including the Yuba City Municipal Code, City Charter, and Building Codes.

**14. Prevailing Wages.** Developer shall be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of any portion of the Improvements, if any, which qualify as "public works" pursuant to the laws, statutes or regulations in effect at the time the Developer, its contractor and subcontractors begin said construction. As required by Section 18 of this Agreement, Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq. and the implementing regulations of the



Department of Industrial Relations in connection with construction of any public works improvements.

**15. Expiration of Agreement.** This Agreement will expire only after the completion of and City acceptance of the required public works improvements or upon mutual written consent of the Developer and the City. Notwithstanding, the “Remedy of Defect,” “Indemnification” and “Attorney’s Fees” requirements shall survive the expiration of this Agreement.

**16. No Waiver by City.** Inspection of the work and/or materials or approval of work and/or materials inspected, or statement by any officer, agent, or employee of the City indicating the Improvement or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payment thereof, or any combination or all of these acts shall not relieve the Developer of his/her obligation to fulfill this Agreement, nor shall the City be thereby stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

**17. Insurance.** Throughout the performance of the work on the Improvement, Developer shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City Manager. The following policies of insurance are required:

a. COMMERCIAL GENERAL LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$1,000,000.00 per occurrence for bodily injury and property damage, \$1,000,000.00 per occurrence for personal and advertising injury and \$1,000,000.00 aggregate for products and completed operations, and \$1,000,000.00 general aggregate.

b. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Section 1, subsection A.1 entitled “Any Auto”), with combined single limits of liability of not less than \$1,000,000.00 per accident for bodily injury and property damage.

c. PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the respective person's profession (applicable only to those subcontractors who are providing Professional Services to Developer), with limits of liability of not less than \$1,000,000.00 per claim/occurrence and \$1,000,000.00 policy aggregate.

d. WORKERS' COMPENSATION insurance as required under the California Labor Code.

e. EMPLOYERS' LIABILITY with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000.00 disease policy limit and \$1,000,000.00 disease each employee.

Developer shall be responsible for payment of any deductibles contained in any

insurance policies required hereunder and Developer shall also be responsible for payment of any self-insured retentions.

**18. Indemnification.** Owner(s) and Developer shall indemnify, protect, defend and hold harmless the City and its managers, officers, directors, members, employees, agents, contractors, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (1) any act, omission or neglect of Owner(s) and/or Developer, its officers, directors, members, employees, agents, contractors or guests; (2) out of any breach by Owner(s) and/or Developer in the performance in a timely manner of any obligation to be performed under this Agreement; (3) any acts, omissions or negligence of Owner(s) and/or Developer or any person or entity claiming through or under Owner(s) and/or Developer, or Owner(s) and/or Developer's agents, employees, contractors, invitees or visitors; (4) any claim arising under the Americans With Disabilities Act of 1990, California Disabled Persons Act and/or similar laws; or (5) any claims and/or liability arising or governed by Workers Compensation law. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against City) litigated and/or reduced to judgment. In case any action or proceeding is brought against City by reason of any of the foregoing matters, Owner(s) and/or Developer upon notice from the City shall defend the same at its expense by counsel reasonably satisfactory to the City and the City shall cooperate with Owner(s) and/or Developer in such defense. The City need not have first paid any such claim in order to be so indemnified. In addition, the City may require Owner(s) and/or Developer to pay the City's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the City shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by Owner(s) and/or Developer or its counsel.

The City shall not be liable for security, injury or damage to the person or goods, wares, merchandise or other property of Owner(s) and/or Developer, Owner(s) and/or Developer's employees, contractors, invitees, customers, or any other person in or about the Property, whether such damage or injury is caused by or results from fire, earthquake, flood, terrorism, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other any other cause, including the commission of a crime, whether the said injury or damage results from conditions arising upon the Property or from other source or places except if such injury or damage is the result of the gross negligence or willful misconduct of the City or the City's employees, contractors or agents.

The provisions of this section shall survive the expiration or termination of this Agreement.

**19. Heirs, Successors & Assigns.** This Agreement shall be binding on the heirs, successors, and assigns of the parties hereto, and Developer shall furnish any successors, assigns or purchasers of any part or all of the Property described in Exhibit A with a copy of this Agreement; provided however, that Developer's failure, or that of any other person, to so furnish such copy shall in no way prejudice the rights of the City to require performance under this Agreement.

**20. Run with Land and Recordation.** This Agreement shall run with the land. The City shall cause the Agreement to be recorded with the County Recorder of Sutter County, and a copy will be provided to the Developer.

**21. Modification or Amendment.** This Agreement may only be amended or modified in writing executed by Owner and City and recorded in the public records of Sutter County Records.

**22. Mediation.** The parties agree to mediate any dispute or claim arising between them under this Agreement before resorting to a court action through any mediation provider or service mutually agreed to by the parties. Mediation fees, if any, shall be divided equally between the parties. If, for any dispute or claim to which this Section applies (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a written request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. The forgoing limitation shall not apply to the following: (a) the filing of a court action to preserve a statute of limitations; (b) the filing of a court action to enable the recording of a notice of pending action, or for order of attachment, receivership, injunction or other provisional remedies; or (c) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

**23. Notice.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner: DPM L.P.  
Donald P. Mayo  
2700 Colusa Highway  
Yuba City, CA 95993

With a Copy to:

To City: City of Yuba City  
1201 Civic Center Blvd.  
Yuba City, CA 95993  
Attn: Diana Langlely, Interim City Manager

With a Copy to: City of Yuba City  
1201 Civic Center Blvd.  
Yuba City, CA 95993  
Attn: City Attorney

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or, in the case of delivery by first class mail, five (5) days after deposit in the United States mail.

**24. Entire Agreement.** This Agreement together with the exhibits hereto, each of which are incorporated herein by this reference, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements with respect to same.

**25. Interpretation; Governing Law.** This Agreement shall be construed according to its fair meaning and as if prepared by both parties. This Agreement shall be construed and interpreted in accordance with the laws of the State of California in effect at the time it is recorded.

**26. Voluntary Agreement; Authority to Execute.** Developer and the City each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with legal counsel of their choosing if desired, in deciding whether to execute this Agreement. The signatories to this Agreement represent that they have the proper authority to execute this Agreement on behalf of the respective party.

**27. No Third Party Beneficiaries.** This Agreement is only for the benefit of the Parties hereto and their successors and assigns. No other person or entity or property shall be entitled to rely hereon, receive any benefit or enforce any provision hereof against any party hereto (or their respective successors assigns).

**28. Enforcement of Obligations.** City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage or revocation of Entitlements.

**29. Time is of the Essence.** Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

**30. Limitations of Legal Acts.** Except as provided by the Section entitled “Attorney’s Fees,” in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Developer’s sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

**31. Attorney’s Fees.** In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the Parties arising from this Agreement, the prevailing Party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney’s fees) incurred in the proceeding.

**32. Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all Parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**33. No Waiver.** The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that Party’s right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

**34. Exhibits.** Exhibits A, B-1, and B-2 attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on its behalf by its officers as of the Agreement Date.

**DEVELOPER/OWNER:**

\_\_\_\_\_  
DPM L.P.  
Donald P. Mayo  
General Partner

**CITY:**

City of Yuba City, a municipal corporation

By: \_\_\_\_\_  
Diana Langley, Interim City Manager

\_\_\_\_\_, 2020

**APPROVED AS TO FORM:**

Aleshire & Wynder, LLP

By: \_\_\_\_\_  
Shannon L. Chaffin, City Attorney

**SUBORDINATION**

The undersigned as holder of the beneficial interest in and under that certain Deed of Trust recorded on \_\_\_\_\_, 20\_\_\_\_, in the office of the Sutter County Recorder, as Document No. \_\_\_\_\_ of which the Deed of Trust in, by and between \_\_\_\_\_, as Trustor, \_\_\_\_\_, as Trustee and \_\_\_\_\_, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest thereto to the foregoing Deferred Improvement Agreement.

DATED: \_\_\_\_\_, 20\_\_

**BENEFICIARY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Beneficiary to print/type document information, Name, Title and attach Notary Acknowledgment)

Recorded Official Records County of Sutter Donna M. Johnston Clerk Recorder | REC FEE 17.00 | CM Page 1 of 2

RECORDING REQUESTED BY: Donald P. Mayo

WHEN RECORDED MAIL TO: Donald P. Mayo 1844 McDonald Avenue Live Oak, CA 95953

AND MAIL TAX STATEMENTS TO: Donald P. Mayo 1844 McDonald Avenue Live Oak, CA 95953

THIS SPACE FOR RECORDER'S USE ONLY

APN: 63-010-010

R+T11925

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX is CITY TAX is \$0.00 and is X computed on the full value of the property conveyed, or \_\_\_ computed on full value less value of liens or encumbrances remaining at time of sale.

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

DONALD P. MAYO, TRUSTEE OF THE DONALD P. MAYO REVOCABLE TRUST DATED MAY 29, 1997 AS RESTATED DECEMBER 2, 2008

hereby GRANT(S) to

DPM, L.P., A CALIFORNIA LIMITED PARTNERSHIP

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: December 24, 2012

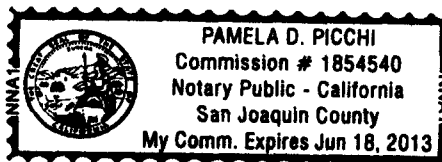
DONALD P. MAYO, Trustee X [Signature], Trustee Name of Grantor #1 (typed or legibly printed) Signature of Grantor #1

STATE OF CALIFORNIA } COUNTY OF SUTTER SAN JOAQUIN } SS.

On 12/24/12 before me, the undersigned, a Notary Public in and for said State, personally appeared Donald P. Mayo [insert full legal names of grantor(s)] personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is 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 on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal. Notary Stamp or Seal

[Signature] Notary Signature Pamela D. Picchi Notary's Name (typed or legibly printed)



Legal Description

EXCEPTING THEREFROM that portion thereof described as follows:

That part thereof lying Northerly from the line described as follows:

Beginning at a point distant South 81 degrees 57 minutes 21 seconds East a distance of 1031.28 feet from the Northwest corner of Section 20, Township 15 North, Range 3 East, M.D.B. & M., said point is also distant 71.00 feet Southerly, measured at right angles from Engineer's Station "B" 243+10.66 of the base line of the Department of Public Works' 1955 survey from Acacia Avenue to junction of new Route 87, Road III-SUT-15-A, B (the California State Zone II coordinates of said point of beginning are X=2,094,394.92 and Y=537,219.09); thence from said point of beginning, South 0 degrees 38 minutes 29 seconds East a distance of 46.00 feet; thence North 89 degrees 21 minutes 31 seconds East a distance of 1464.34 feet to a point distant 117.00 feet Southerly measured at right angles from Engineer's State "B" 257+75.00 of said base line.

APN: 63-010-010

Situs: 2700 Colusa Highway  
Yuba City, CA 95993-8927

State of California )  
County of San Joaquin )

On December 24, 2012, before me, Pamela D. Picchi, Notary Public, personally appeared Donald P. Mayo, who proved to me on satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Signature Pamela D. Picchi (Seal)

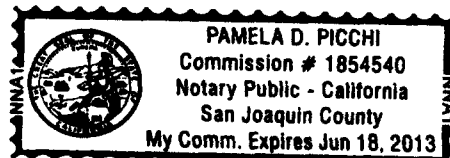
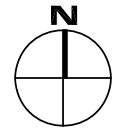




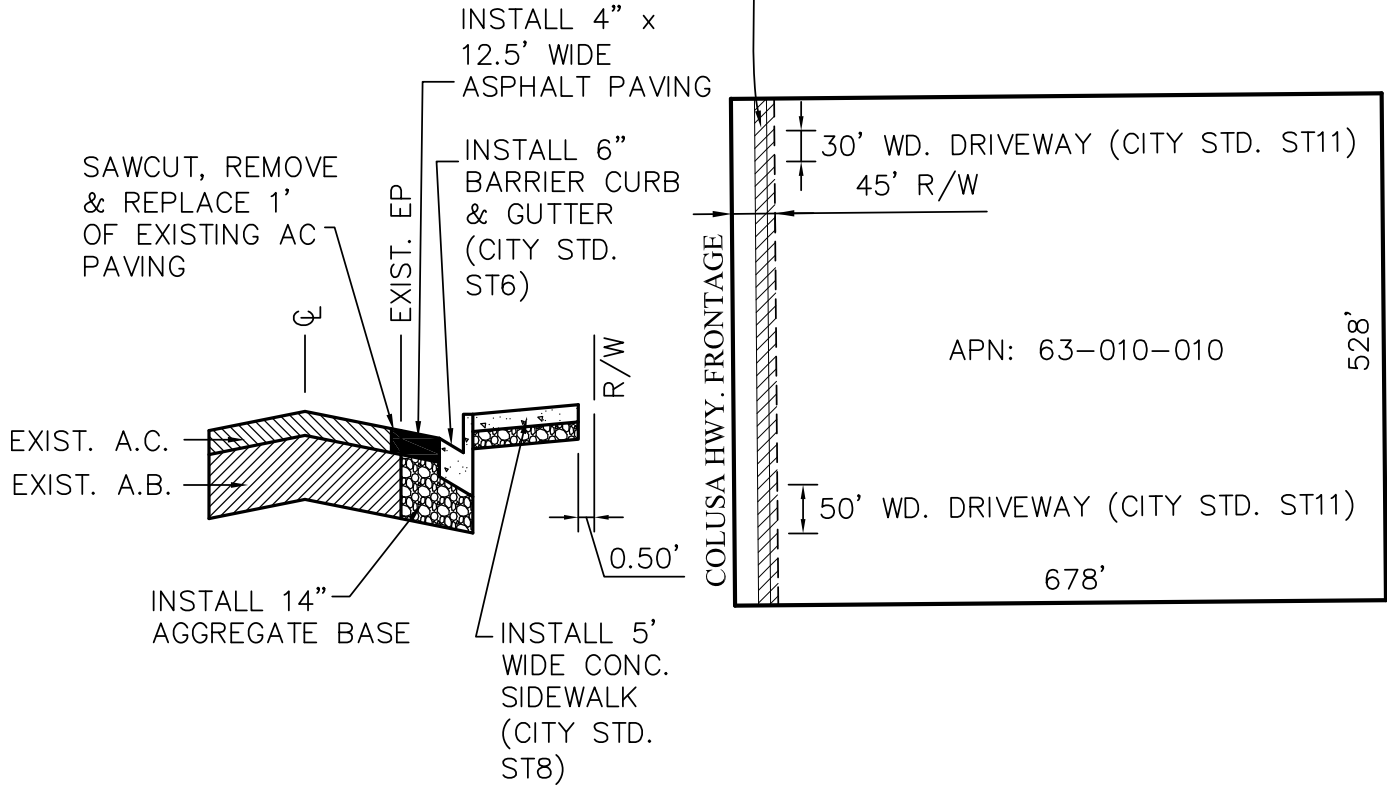
EXHIBIT B-1

OWNERS' RESPONSIBILITY OF CONSTRUCTION IMPROVEMENTS SHALL BE AS SHOWN IN THE ATTACHED AGREEMENT.



SCALE: 1"=200'

528 LF IMPROVEMENT LENGTH,  
PROPOSED IMPROVEMENT  
AREA SHOWN HATCHED



ESTIMATE OF IMPROVEMENT COSTS				
DESC.	QTY.	UNITS	UNIT COST (\$)	COST (\$)
SAWCUT/REMOVE/DISPOSE AC PAVING	528	SF	5	2,640
ROADWAY EXCAVATION	506	CY	35	17,710
TRAFFIC CONTROL	1	LS	2,500	2,500
EROSION CONTROL	1	LS	2,000	2,000
AGG. BASE	618	TONS	30	18,540
AC PAVING	178	TONS	120	21,360
CURB & GUTTER	528	LF	30	15,840
COMMERCIAL DRIVEWAY	400	SF	15	6,000
CONCRETE SIDEWALK	2,240	SF	8	17,920
			TOTAL	104,510

**EXHIBIT "B-1"**

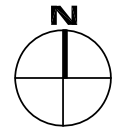
ROAD IMPROVEMENT PLAN for:  
OMC

11/02/2020  
APN: 63-010-010

SHOWING REQUIRED ROAD FRONTAGE IMPROVEMENTS  
ASSOCIATED WITH YUBA CITY PERMIT No. BLD20-00714

EXHIBIT B-2

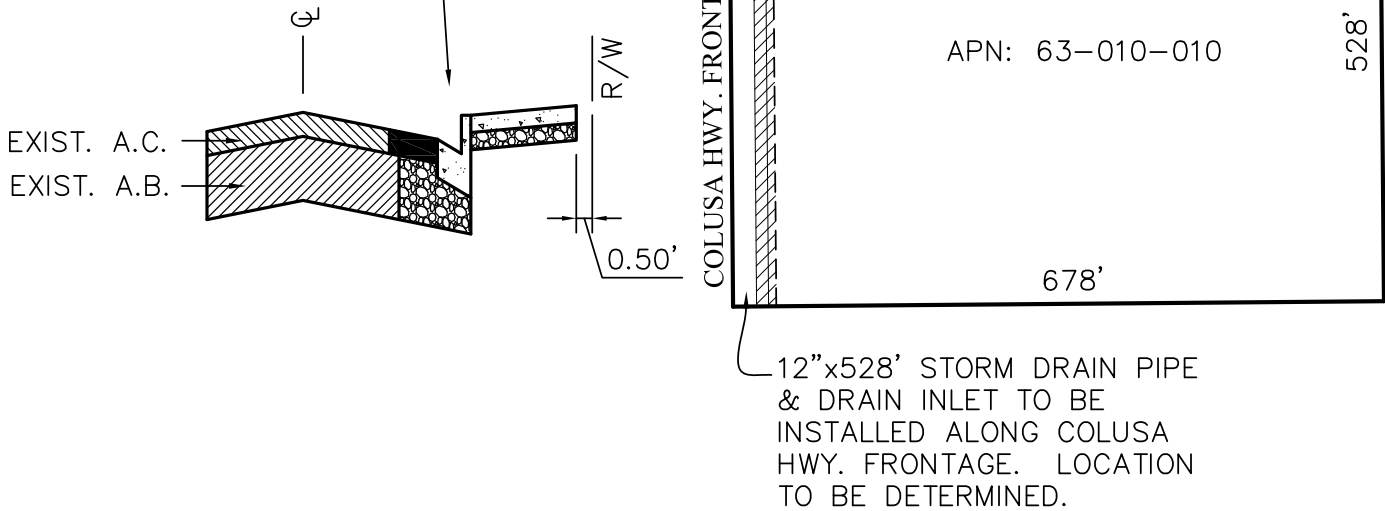
OWNERS' RESPONSIBILITY OF CONSTRUCTION IMPROVEMENTS SHALL BE AS SHOWN IN THE ATTACHED AGREEMENT.



SCALE: 1"=200'

528 LF IMPROVEMENT LENGTH,  
PROPOSED IMPROVEMENT  
AREA SHOWN HATCHED

STREET  
FRONTAGE  
IMPROVEMENTS  
PER SEPARATE  
EXHIBIT "B-1"



ESTIMATE OF IMPROVEMENT COSTS				
DESC.	QTY.	UNITS	UNIT COST (\$)	COST (\$)
12" RCP STORM DRAIN	528	LF	75	39,600
DRAIN INLET	1	EA	7,000	7,000
			TOTAL	46,600

NOTE: IF DRAINAGE IMPROVEMENTS SHOWN UPON THIS EXHIBIT ARE NOT REQUIRED BY THE CITY OF YUBA CITY AT THE TIME OF CONSTRUCTION OF THE IMPROVEMENTS SHOWN UPON EXHIBIT "B-1", THE OWNER SHALL NOT BE RESPONSIBLE FOR COSTS OF ANY DRAINAGE IMPROVEMENTS.

**EXHIBIT "B-2"**

DRAINAGE IMPROVEMENT PLAN for:  
OMC

SHOWING REQUIRED STORM DRAIN IMPROVEMENTS  
ASSOCIATED WITH YUBA CITY PERMIT No. BLD20-00714

11/02/2020

APN: 63-010-010

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 \_\_\_\_\_                    )

On \_\_\_\_\_, 2020 before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public

SEAL:

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 \_\_\_\_\_                    )

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\_\_\_\_\_  
Notary Public

SEAL: