

**MAINTENANCE AGREEMENT
FOR CALITERRA RANCH SUBDIVISION FIRE STATION SITE**

This Maintenance Agreement (“Agreement”) is made and entered into as of _____, 2025 (“Effective Date”) by and between the City of Wheatland, a general law city (“City”), and Dale Investments, LLC, a California limited liability company (“Developer”) (“collectively the “Parties”), who agree as follows:

RECITALS

- A. On November 25, 2014, the Parties entered into the Third Amended and Restated City of Wheatland Development Agreement Concerning Caliterra Ranch Subdivision. The Third Amended and Restated Agreement was recorded in the Yuba County Recorder’s Office on February 3, 2015, as Document No. 2015-001148.
- B. On June 30, 2017, the Parties entered into Amendment No. 1 to the Third Amended and Restated City of Wheatland Development Agreement Concerning Caliterra Ranch Subdivision. Amendment No. 1 to the Third Amended and Restated Agreement was recorded in the Yuba County Recorder’s Office on December 14, 2017, as Document No. 2017-016375.
- C. On December 8, 2020, the Parties entered into Amendment No. 2 to the Third Amended and Restated City of Wheatland Development Agreement Concerning Caliterra Ranch Subdivision. Amendment No. 2 to the Third Amended and Restated Agreement was recorded in the Yuba County Recorder’s Office on January 27, 2021, as Document No. 2021-001587.
- D. On December 12, 2023, the Parties entered into Amendment No. 3 to the Third Amended and Restated City of Wheatland Development Agreement Concerning Caliterra Ranch Subdivision. Amendment No. 3 to the Third Amended and Restated Agreement was recorded in the Yuba County Recorder’s Office on January 4, 2024, as Document No. 2024-000120.
- E. On _____, 2025, the Parties entered into Amendment No. 4 to the Third Amended and Restated City of Wheatland Development Agreement Concerning the Caliterra Ranch Subdivision. Amendment No. 4 to the Third Amended and Restated Agreement was recorded in the Yuba County Recorder’s Office on _____, 2025, as Document No. 2025-_____.
- F. Amendment No. 4 altered Section 3.13.4 of the Third Amended and Restated Agreement, which pertains to the dedication of the Caliterra Ranch Subdivision Fire Station Site by Developer to the City. Prior to Amendment No. 4, the Caliterra Ranch Subdivision Fire Station Site was to be dedicated to the City at the time of the approval of the final subdivision map for the parcels located adjacent to the Caliterra Ranch Subdivision Fire Station Site. Amendment No. 4 provides that the Caliterra Ranch Subdivision Fire Station Site be dedicated to the City at a time that is agreed upon by the Parties.

G. The Parties have agreed on a date for the dedication of the Caliterra Ranch Subdivision Fire Station Site and now wish to enter into this Agreement to allocate the maintenance responsibilities for the Caliterra Ranch Subdivision Fire Station Site following such dedication.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals set forth above and the mutual commitments as hereinafter set forth, the Parties enter into this Agreement for the purpose of establishing each Party's rights and obligations with regard to the maintenance of the Caliterra Ranch Subdivision Fire Station Site.

1. Location of the Caliterra Ranch Subdivision Fire Station Site. The Caliterra Ranch Subdivision Fire Station Site is located at 1000 Wheatland Park Drive in Wheatland, California 95692, more particularly described as Yuba County Assessor's Parcel Number 015-180-128 containing 1.925 acres of land, more or less (the "Site").

2. Term. The term of this Agreement shall commence on the date of recordation of the grant deed conveying the Site from Developer to the City and shall continue for a period of three years from such date ("Term").

3. Use of Site. Upon the conveyance of the Site from Developer to City, City shall maintain the full use and possession of the Site, including the right to construct improvements on the Site. City hereby grants to Developer, or its authorized agents, permission to enter upon the Site during reasonable business hours for the purpose of completing the maintenance activities, more particularly described in section 4. Developer's use of the Site is limited to the activities listed in this Agreement and shall only be authorized during the Term, unless terminated earlier pursuant to section 10 of this Agreement or a different timeframe is agreed to in writing by both Parties. Unless authorized in writing by City, Developer is not authorized to use heavy equipment or vehicular travel on the Site. Developer, or its authorized agents, shall provide written notice to the City at least 48 hours in advance of completing any maintenance activities. This notice requirement shall not apply in the event of an emergency. The City shall be responsible, at its sole cost and expense, for the repair of any damage caused solely by the City's use of the Site.

4. Maintenance. Developer will, at its own cost and expense, maintain the Site in good and safe condition during the Term of this Agreement. Developer shall be solely responsible for, at its own cost and expense, all routine maintenance of the Site. Routine maintenance of the Site shall include, but is not limited to, weed abatement and any necessary janitorial services, including trash removal. If the City identifies a maintenance concern on the Site, Developer shall abate such concern within five business days. All maintenance work completed at the Site must comply with applicable federal and state statutes, codes, standards and regulations and local laws, codes, ordinances, standards and regulations, as well as comply with industry standards and best maintenance practices.

5. Indemnification. Developer shall indemnify, defend, and hold harmless the City, its trustees, officers, officials, employees, agents and volunteers from and against all claims, damages, losses and expenses including attorneys' fees arising out of or in connection with the Site or its performance of its obligations contained in this Agreement caused in whole or in part

by any negligent act or omission of Developer, its trustees, officers, officials, employees, contractors, agents and volunteers, except where caused by the active, negligence, sole negligence, or willful misconduct of the City, its trustees, officers, officials, employees, agents and volunteers. Developer's obligations under this indemnification provision shall survive the termination of this Agreement.

6. Insurance. Developer and any contractor(s) hired by Developer to complete the maintenance work at the Site shall at their sole cost and expense procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	

6.1 The general and automobile liability policy(ies) shall be endorsed to name City, its trustees, officers, officials, employees, agents and volunteers as additional insureds regarding liability arising out of the maintenance work completed at the Site. Developer's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. City's insurance or self-insurance, if any, shall be excess and shall not contribute with Developer's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to City. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to City. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Developer agrees to waive subrogation that any insurer may acquire from Developer by virtue of the payment of any loss relating to the maintenance work performed by Developer. Developer agrees to obtain any endorsement that may be necessary to implement this subrogation

waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of City for the maintenance work performed by Developer.

- 6.2** Proof of Insurance. Upon request, Developer and any contractor(s) hired to complete the maintenance work at the Site shall provide to City the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

7. Contractors. Developer shall be responsible for requiring and confirming that each contractor hired to complete maintenance work at the Site meets the minimum insurance requirements specified in section 6 of this Agreement. Any hired contractor shall obtain the required insurance coverages and provide proof of same to City in the manner provided in section 6 of this Agreement.

8. Notices. All notices and orders that may be given under this Agreement may be served by first class mail or in person to addresses listed below or such address as either Party may provide to the other Parties in writing. Service shall be deemed complete upon deposit in the mail or upon delivery.

To Developer: ATTN: Sundeep S. Dale
Dale Investments, LLC
Physical Address: Teagarden Ave.
Address: P.O. Box 272
City, State Zip: Yuba City, CA 95992
Telephone: 530-671-2577

To City: ATTN: City Manager
City of Wheatland
111 C St.
Wheatland, CA 95692
Telephone: (530) 633-2761

9. Compliance with Law. Developer shall perform the actions contemplated within this Agreement in compliance with all applicable federal, state and local laws and regulations. Developer, or its agents, shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the actions contemplated within this Agreement. Developer shall comply with all applicable environmental requirements, rules, and orders, including any applicable storm-water discharge requirements.

10. Termination. Once this Agreement is terminated, Developer's responsibilities under this Agreement shall cease, excepting sections 5 and 12 of this Agreement. Excluding the expiration of the Term, this Agreement may be terminated in the following manner:

- 10.1** This Agreement may be terminated at any time in a writing signed by City.

10.2 This Agreement shall terminate upon City's initiation of the development of the Site for the construction of a fire department facility. City shall provide notice in writing to Developer at least 30 days in advance of any initiation of development work on the Site. City shall have the sole authority in determining if development of the Site has been initiated.

11. Conflicts. In the event of a conflict between this Agreement and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this Agreement, the terms of this Agreement shall prevail and be controlling unless such other agreement expressly provides that it supersedes this Agreement.

12. Independent Entities. Developer and any contractors hired to complete maintenance work at the Site and their officers, employees and agents are not City employees, and they are not entitled to City employment salary, wages or benefits. Developer shall pay, and City shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Developer's or any contractor's employees. Developer and any contractors hired by Developer shall, to the fullest extent permitted by law, indemnify City, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning the actions contemplated in this Agreement.

13. Entire Agreement; Amendment. The Parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the maintenance of the Site. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the maintenance of the Site, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

14. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

15. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.

16. Assignment. This Agreement and all rights and obligations under it are personal to the parties. Excluding Developer's hiring of a contractor to complete maintenance work on the Site, this Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void.

17. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where

City's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

18. Signatures and Authority. Each Party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

19. Governing Board Approval. This Agreement is subject to approval or ratification by the City's City Council and does not become effective until and unless such approval/ratification is obtained.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2025.

CITY OF WHEATLAND

By: _____
Bill Zenoni
City Manager

DALE INVESTMENTS, LLC

By _____
Sundeep S. Dale
Owner, Dale Investments, LLC