

TRAFFIC SIGNAL CONTRIBUTION AGREEMENT

Traffic Signal at N. Beale Rd. and Lindhurst Ave.

This Traffic Signal Contribution Agreement (“Agreement”) is made and entered into by and between Costco Wholesale Corporation, a Washington corporation (“Costco”) and Yuba County, California (the “County”).

RECITALS

- A. Costco is the owner of certain property generally located at 1214 N. Beale Road (the “Costco Property”), which is a part of the Feather River Shopping Center (the “Center”).
- B. Costco is constructing a Costco Wholesale membership club store and fuel facility on the Costco Property, which Costco anticipates will be open to the public in September or October of 2023.
- C. The County desires to upgrade the existing traffic signal located at the primary entrance to the Center, at the intersection of N. Beale Rd and Lindhurst Ave. (the “Traffic Signal”).
- D. Costco has agreed to reimburse the County for a portion of the cost of such Traffic Signal upgrade, as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the County and Costco agree as follows.

- 1. Traffic Signal Upgrade. The County agrees to upgrade the Traffic Signal in accordance with the plans and specifications attached hereto as Exhibit A.
- 2. Project Schedule. The County agrees to reasonably coordinate with Costco on the timing of construction of the Traffic Signal upgrade so as to minimize any interference with traffic entering and existing the Center. The County agrees not to perform such construction during the months of November and December.
- 3. Reimbursement by Costco. Costco agrees to reimburse the County for a portion of the Traffic Signal upgrade, in the fixed amount of \$70,000.00. The County may invoice Costco for such amount upon completion of construction of the Traffic Signal upgrade and Costco agrees to pay such invoice within 30 days of receipt.
- 4. Amendments. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

5. Authorized Signatures. The parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein states and on behalf of any entities, persons, estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms and conditions of any other contract or agreements to which such party is obligated, which such a breach would have a material effect hereon.

6. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

7. Governing Law and Venue. The parties enter into this Agreement in the County of Yuba, State of California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to this Agreement shall be the Yuba County Superior Court or the United States District Court, Eastern District of California.

8. Entire Agreement. This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior or written or oral Agreements or understandings.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2023.

"COUNTY"
COUNTY OF YUBA


"COSTCO"

Andy Vasquez,
Chairman, Board of Supervisors

Costco

Mary Pasillas,
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
COUNTY COUNSEL



for Joseph Larmour,
County Counsel

by Chase Steele

