COUNTY OF SAN JOAQUIN

DEPARTMENT OF PUBLIC WORKS
P.O. BOX 1810-1810 E. HAZELTON AVENUE
STOCKTON, CALIFORNIA 95201
(209) 468-3000
FAX # (209) 468-9324

Permit No: **PS-1000142**
Date Issued: 01/26/2010
Exp. Date:
Project No: PWP110005
Quad: SW

ENCROACHMENT PERMIT

To: WINDMILL RIDGE WINERY, INC.
8338 W. LINNE RD.
TRACY, CA 95304

Encroachment Type:

Winery Signs			

Location:
VARIOUS LOCATIONS SE OF TRACY AREA - SEE ATTACHED MAP

In compliance with your request of **01/26/2010**, permission is hereby granted to do work in County right-of-way as shown on attached application and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form. See reverse side and attached sheet, if any.

~~Trench excavations for service connections will not be permitted within ten feet (10') of pavement centerline unless otherwise approved by the Director. Surface of trench patches shall match in kind and be smooth and even with that of abutting surface.~~ Special attention shall be given to depth of utilities through roadside area in anticipation of future drainage facilities, road profile and/or frontage development. ~~All underground utility facilities are to be established and accurately dimensioned on sketches from surveyed centerline of road right of way, or from right of way (border) lines.~~

The Department of Public Works, ~~Field Inspection~~ Traffic Maintenance Section shall receive a notice at least forty-eight hours prior to beginning any work within the County right of way. All work performed under this permit shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and Cal-OSHA.

The jobsite shall be kept in a safe condition at all times by the daily removal of any excess dirt or debris which might be a hazard to either pedestrian or automobile traffic. All necessary traffic convenience and warning devices and personnel shall be provided, placed and maintained by and at the sole expense of the Permittee in accordance with the latest edition of the CALTRANS Manual of Traffic Control.

After completion of the work permitted herein, all debris, lumber, barricades, or any excess material shall be removed and the jobsite left in a neat workmanlike manner. Immediately following completion of construction permitted herein, Permittee shall fill out and mail notice of completion provided by Grantor.

Special Comments:

Traffic Control Per MUTCD - See attached "Special Conditions", "Vicinity Map" and "Sign Details"

FORMS:

SS/WW		

Est. Permit Fee: $0.00

THOMAS R. FLINN, Director
Department of Public Works

By: _____
Permit Section

WHITE	-Permitee
GOLDENROD	-PWD Central File
YELLOW	-~~Field Inspection~~ Traffic Maintenance
PINK	-Permit Section

ENCROACHMENT PERMIT

GENERAL PROVISIONS

1. This permit is issued under and subject to a11 1aws and ordinances of agencies governing the encroachment herein permitted. See the following references:
   STREETS AND HIGHWAYS CODE
   1. Division 1, Chapter 3
   2. Division 2, Chapter 2, Section 942
   3. Division 2, Chapter 4, Section 1126
   4. Division 2, Chapter 6

   SAN JOAQUIN COUNTY ORDINANCES NUMBERED: 324, 441; 648, 662, 672, 695, 700, 860, and 892.

2. It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of all the provisions contained herein and failure on the Permittee's part to comply with any provision will be cause for revocation of this permit. Except as otherwise provided for public agencies and franchise holders, this permit is revocable on five days notice.

3. All work shall be done subject to the supervision of and the satisfaction of the grantor. The Permittee shall at all times during the progress of the work keep the County Highway in as neat and clean a condition as is possible and upon completion of the work granted herein, shall leave the County Highway in a thoroughly neat, clean and usable condition.

4. The Permittee also agrees by the acceptance of this permit to properly maintain any encroachment structure placed by the Permittee on any part of the County Highway and to immediately repair any injury to any portion of the highway, which occurs as a result of the maintenance of the said encroachment structure, until such time as the Permittee may be relieved of the responsibility of such maintenance of the encroachment structure by the County of San Joaquin.

5. The Permittee also agrees by the acceptance of this permit to make, at its own expense, such repairs as may be deemed necessary by the County Director of Public Works or his representative.

6. It is further agreed by the Permittee that whenever construction, reconstruction or maintenance work upon the highway may. require, the installation provided for herein shall, upon request of the County Department of Public Works, be immediately moved by and at the sole expense of the Permittee.

7. No material used for fill or backfill in the construction of the encroachment shall be borrowed or taken from within the County right of way.

8. All work shall be planned and carried out so that there will be as little inconvenience as possible to the traveling public. No material shall be stacked within eight feet (8') of the edge of the pavement or traveled way unless otherwise provided herein. Adequate provision shall be made for the protection of the traveling public. Barricades shall be placed, With approved Signs and lights at light, and flagmen shall be employed, all as may be required by the particular work in progress.

9. The Permittee, by the acceptance of this permit, shall assume full responsibility for all liability for personal injury or damage to property which may arise out of the work herein permitted or which may arise out of the failure of the part of the Permittee to do the work provided for under this permit. In the event any .claim of such liability is made against the County of San Joaquin or any department, official or employee thereof, the Permittee shall defend, indemnify, and hold them and each of them harmless for such claim.

10. All backfill material is to be moistened as necessary and thoroughly compacted with mechanical means. If required by the County Director of Public Works, such backfill shall consist of gravel or crushed rock. The Permittee shall maintain the surface over structures placed hereunder as may be necessary to insure the return of the roadway to a completely Stable condition and until relieved of such responsibility by the County Department of Public Works. Wherever a gravel, crushed rock or asphalt surfacing is cut or damaged in the work of placing an encroachment structure, such material shall either be separately stored and replaced in the roadway as nearly as possible.in its original state or shall be replaced in kind, and the roadway shall be left in at least as good a condition as It was before the commencement of operations of placing the encroachment structure.

11. Whenever necessary to, secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work..

12. The future safety and convenience of the traveling public shall be given every consideration in the location and type of construction.

January 26, 2010
SPECIAL CONDITIONS FOR TRACY WINE TRAIL
ENCROACHMENT PERMIT

1. This Encroachment Permit is for seven each "Proposed" signs as depicted in red on the "Vicinity Map". Any "Future" signs will require a new encroachment permit.

2. Permittee will assume full responsibility for all liability for personal injury or damage to property, which may arise out of special road use described above, or which may arise out of failure to provide necessary safety described above, or which may arise out of failure to provide necessary safety devices and personnel. In the event any claim of such liability is made against the County of San Joaquin or any Department, official, or employee thereof, Permittee shall defend, indemnify, and hold them and each of them harmless of such claim. Permittee agrees to furnish a certificate to County indicating that Permittee has, and is maintaining, liability insurance insuring against legal liability for bodily injuries and death, and for damages to property in the amount of $1,000,000.00. The above insurance shall be of the broad form coverage type. An additional insured endorsement to Permittee's liability insurance policy naming County, its officers, and employees as additional insureds shall be furnished to County. Notwithstanding the above, Permittee's liability insurance policy shall be endorsed as primary insurance. The certificate or policy of insurance shall state that County will be notified at least thirty (30) days before cancellation of the policy or any material change thereof. Adequate proof of insurance, in compliance with the above requirements, has been furnished to the Department of Public Works. Failure to maintain the insurance shall be cause for revocation of this permit.

3. Specific sign locations, shown in general on the attached "Vicinity Map", shall be reviewed and approved by the Department of Public Works Traffic Engineer

4. Permittee shall furnish and install all signs, including future replacement signs. Permittee is responsible to maintain signs so as not to present a physical hazard and/or aesthetic impairment. Damaged signs shall be repaired and/or removed within 14 days.

5. Maintain traffic controls for all roads. Provide safe access to driveways for local traffic at all times.

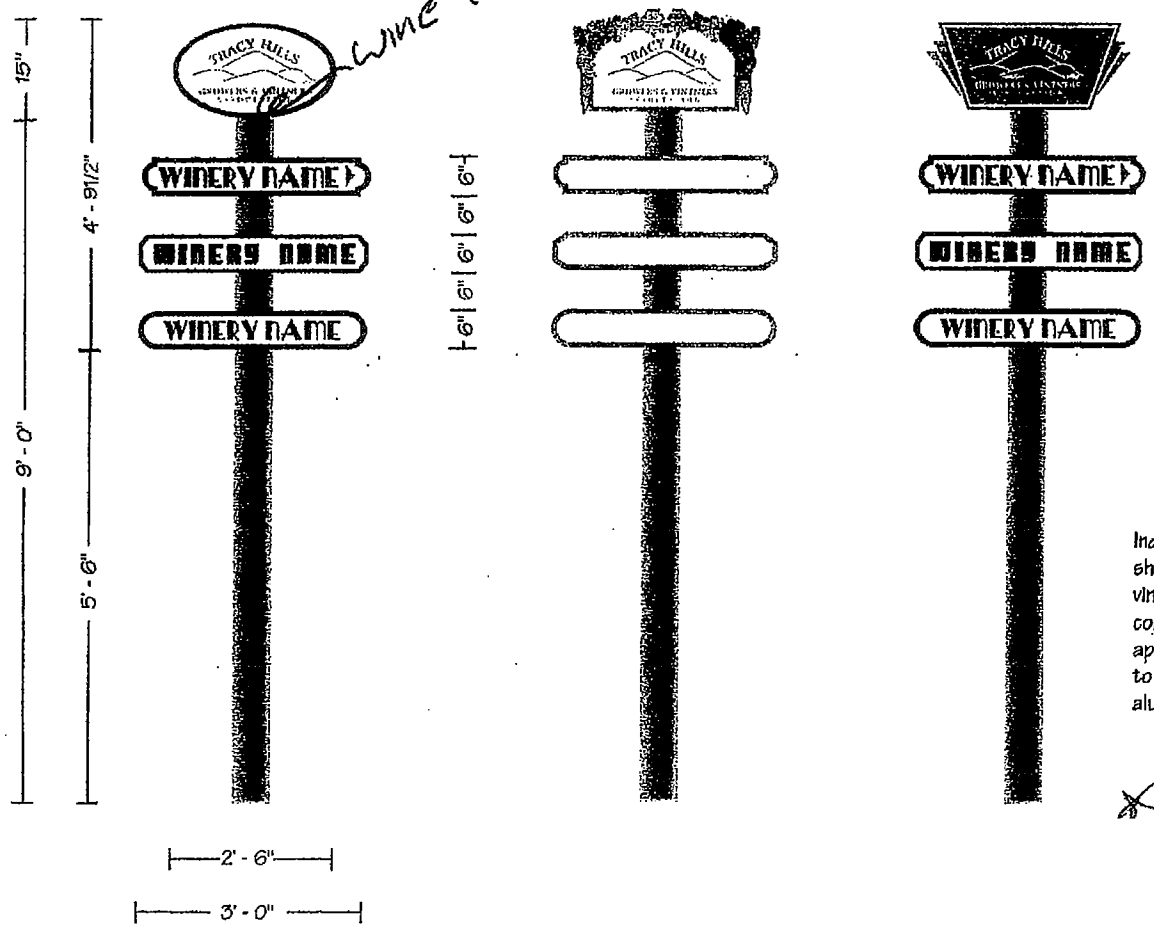
6. Access to all properties shall be maintained at all times except when work is occurring at the access point. Minimal delays will be allowed to provide access within the work zone area. Driveway access shall be fully restored at the end of each workday. Driveways disturbed by the contractor shall be replaced with in-kind or better materials.

7. Residents and businesses shall be notified in writing, as approved by the County, 48-hours in advance of any impacts to their access.

8. Any areas where parking is to be restricted shall have signs noticing the time period placed at least 48 hours in advance of the work.

9. Contractor shall establish existing roadway and drainage grades within the construction area. Any repair to adjacent areas shall match existing grades. Any proposed grade changes shall receive prior approval from County.

SIGN DETAILS



Reflective TEXT OK'd 10/8/08

Individual panels of 1/8" aluminum routed to custom shape and powder coated. Winery names & arrows to be vinyl applied graphics. Header panels to be powder coated with a digitally printed & laminated vinyl graphic applied. Header & directional panels are to be attached to a stained 6" X 6" pressure treated post with an aluminum bolt up bracket and tamper proof hardware.

X W/ Reflective TEXT

CUSTOMER APPROVAL
I HAVE STUDIED THIS DRAWING AND FIND THE DETAILS AND SPECIFICATIONS ACCEPTABLE

CUSTOMER'S SIGNATURE _____ DATE _____

☐ REMARKS

NOTE: This is an original unpublished drawing, created by Gary's Signs & Screen Printing. It is submitted for your personal use in connection with a project being planned for you by Gary's Signs & Screen Printing. It is not to be shown to anyone outside your organization, nor is it to be reproduced, copied, photographed, exhibited or used in any fashion without the express written permission of Gary's Signs & Screen Printing.

Tracy Wine Commission

Gary's Signs & Screen Printing

APPROVED BY

369-8592 / 1-800-359-8592
LODI, CA

SCALE 1/4"=1'-0"
DATE 8/11/08
DRAWN BY M.O.
NO. 01

Tracy Hills Growers & Vintners Association
— Wine Trail —

ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID EC TRACY01

DATE (MM/DD/YYYY) 01/29/10

PRODUCER
UVIS/Monagan Miller McCreary Insurance
1137 Adam St., Ste B
Tracy CA 95376
Phone: 209-835-6656 Fax: 209-835-0955

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tracy Hills Growers and Vinters Association
29181 S Lehman Road
Tracy CA 95304

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	PAS03328095	12/22/09	12/22/10	EACH OCCURRENCE	$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1000000
						MED EXP (Any one person)	$ 10000
						PERSONAL & ADV INJURY	$ 1000000
						GENERAL AGGREGATE	$ 2000000
						PRODUCTS - COMP/OP AGG	$ 2000000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS / OTHER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is included as an Additional Insured with regards to liability per form CG2012 0798.

CERTIFICATE HOLDER

SAN JOA

San Joaquin County
Public Works
1810 E Hazelton Ave
Stockton CA 95205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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D	PAS 03328095		11087632		M018842312-001-00001	NONE

BRANCH Z2 SOUTHERN CALIFO RENEWAL EFF 12/22/2009

ZURICH

PRECISION PORTFOLIO POLICY
SUPPLEMENTAL DECLARATIONS
PRECISION AMERICA
OFFICE PROGRAM

LIABILITY CG2012 0798	ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS STATE OR POLITICAL SUBDIVISION: SAN JOAQUIN COUNTY 1810 E. HAZELTON AVE. STOCKTON CA 95201

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivision:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
   a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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