

AGREEMENT BETWEEN SOUTHERN PACIFIC INDUSTRIAL DEVELOPMENT  
COMPANY, SOUTHERN PACIFIC TRANSPORTATION COMPANY  
AND THE COUNTY OF SANTA CLARA  
FOR INSTALLATION AND MAINTENANCE  
OF LANDSCAPE IMPROVEMENTS

*Pending*

This is an agreement between Southern Pacific Industrial Development Company and Southern Pacific Transportation Company, hereafter called "Owner", and the County of Santa Clara, hereafter called "COUNTY".

WHEREAS, COUNTY is the owner of certain real property shown in Exhibit A, hereafter called "Parcels A-1, A-2, and A-3";

WHEREAS, Owner is the owner of certain real property more particularly described in Exhibit B attached hereto and made a part hereof, hereafter called "Parcels B-1, B-2, and B-3";

WHEREAS, Owner desires to landscape and maintain Parcels A-1, A-2, A-3, B-1, B-2, and B-3 at his own expense, and

WHEREAS, the Board of Supervisors of the COUNTY finds and determines that it is in the best public interest to permit the installation and maintenance of such landscaping, together with the appurtenant improvements.

NOW, THEREFORE, it is mutually agreed as follows:

1. COUNTY hereby grants to Owner permission to install, repair, and maintain landscaping, including irrigation, together with the right of ingress and egress for said purposes, in and to Parcels A-1, A-2, and A-3.

2. As a necessary consideration for the permission granted hereby, the Board of Supervisors requires and is assured by Owner that the City of San Jose has formed an assessment district which requires installation and maintenance of landscaping on Parcels A-1, A-2, A-3, B-1, B-2, and B-3. Owner, the undersigned hereof, shall thereafter provide all landscaping and maintenance on Parcels A-1, A-2, and A-3 at its sole cost and expense. Should Owner fail to meet its obligation under this agreement, COUNTY

*Pending*

*Original So. Pacific Transportation Company. Transmitted 11/12/81  
Emp/SA, 10/30/81  
Right Linda Wells, Transmitted to record 11/12/81*

may at its sole discretion and expense revoke its permission to Owner given under Section 1 hereinabove described.

3. Owner shall furnish plans and drawings showing the type and location of the landscaping facilities on Parcels A-1, A-2, and A-3.

4. All such landscape plans and drawings shall be subject to approval by COUNTY and shall comply with the conditions of a County encroachment permit.

5. If the real property contiguous to Parcels A-1, A-2, and A-3 is or will be subdivided, each subdivided parcel shall be deemed to benefit from the landscape improvements installed on that portion of Parcels A-1, A-2, and A-3 contiguous to each subdivided parcel. The owner of such subdivided parcel shall be obligated to perform the obligation described in this agreement as it relates to said portion of Parcels A-1, A-2, and A-3. Any liens to be imposed hereunder for failure of an owner of a subdivided parcel to maintain said landscape improvements shall be imposed upon and collected against the subdivided parcel contiguous to that portion of Parcels A-1, A-2, and A-3 on which landscape improvements must be maintained by the COUNTY because of the failure of said owner to do so. If owner sells or otherwise disposes of any subdivided parcel so benefited, Owner's obligation shall pass to the owner of the subdivided parcel and thereafter Owner shall have no obligation hereunder as to such subdivided parcel.

6. All landscaping on Parcels A-1, A-2, and A-3 shall be adequately and properly maintained with consideration to public safety on the expressway, commonly known as Montague Expressway, by the owner of the real property contiguous to Parcels A-1, A-2, and A-3. No landscape planting shall be permitted to grow so large or in such shape or extent as to obstruct the sight and view of traffic for the drivers of vehicles traveling the expressway. In the event the landscaping is not so maintained in all respects, Owner, or any successor or assignee, shall immediately upon written notice by the COUNTY correct such overgrowth. In the event such correction is not made within five (5) days after written notice, COUNTY may correct the defect and charge the cost for such work, to the owner of the real property which is contiguous to that portion of Parcels A-1, A-2, and A-3 on which the costs are incurred.

7. Owner shall assume the defense and agree to save harmless and indemnify the COUNTY, its officers and employees from any liability for injury, death, loss, accident or damage to any persons or property arising out of the use and maintenance of said Parcels A-1, A-2, and A-3 described for landscaping purposes, provided, however, that the Owners's obligation under this section shall cease upon sale or disposal of a subdivided parcel. This is an absolute condition of continuance of the permission granted hereunder.

8. COUNTY reserves the right to terminate this agreement and the rights and obligations set forth herein, including those described in Paragraph 1, sixty (60) days after the recordation of a document so stating.

9. The obligations of Owner are intended to and shall (i) run with the real property owned by Owner, (ii) be binding on Owner and his successors and assigns, and (iii) benefit the real property owned by both Owner and the COUNTY.

10. Parcels A-1, A-2, and A-3 is to be benefited by Owner's installation and maintenance of landscaping and improvements set forth in paragraph 2 and will be burdened if Owner fails to maintain said landscaping and improvements.

Dated this 19<sup>th</sup> day of October, 1981.

OWNER  
SOUTHERN PACIFIC INDUSTRIAL  
DEVELOPMENT COMPANY, a Texas  
corporation

By C. F. Blumer  
(Title)

OWNER  
SOUTHERN PACIFIC TRANSPORTATION  
COMPANY, a Delaware corporation

By [Signature]  
(Title) **VICE PRESIDENT**

COUNTY OF SANTA CLARA

By [Signature]  
Chairperson, Board of Supervisors  
Rod Diridon

Attest [Signature]  
Clerk, Board of Supervisors  
DONALD M. RAINS

APPROVED AS TO FORM:

[Signature]  
Deputy County Counsel

12/1/1981

STATE OF CALIFORNIA }  
City and County of San Francisco } ss.

On this 10th day of September in the year One Thousand Nine Hundred and Eighty One  
before me, B. T. OYARZO, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared  
(One Market St.)

C. E. Penner

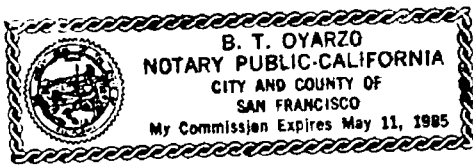
known to me to be the Vice President & General Manager

of the corporation described in and that executed the within instrument, and also known  
to me to be the person who executed it on behalf of the corporation therein named  
and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
at my office in the City and County of San Francisco, the day and year in this certificate first  
above written.

B. T. Oyarzo

Notary Public in and for the City and County of San Francisco, State of California.



Corporation

XXXXXXXXXXXXXXXXXXXX

STATE OF CALIFORNIA }  
City and County of San Francisco } ss.

On this 10th day of September in the year One Thousand Nine Hundred and Eighty One  
before me, B. T. OYARZO, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared  
(One Market St.)

L. E. Hoyt

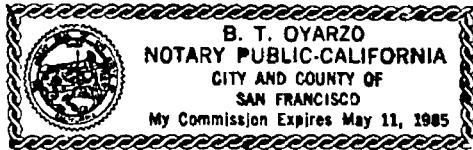
known to me to be the Vice President

of the corporation described in and that executed the within instrument, and also known  
to me to be the person who executed it on behalf of the corporation therein named  
and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
at my office in the City and County of San Francisco, the day and year in this certificate first  
above written.

B. T. Oyarzo

Notary Public in and for the City and County of San Francisco, State of California.



Corporation

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX



July 9, 1981  
309-78-00B



GEORGE S. NOLTE AND ASSOCIATES  
Civil and Environmental Engineers • Planners • Surveyors

EXHIBIT A  
PARCEL A-1  
LANDSCAPE EASEMENT

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a strip of land of the uniform width of 9.50 feet lying within North First Street, Montague Expressway and Zanker Road as shown on the Map of Tract No. 6740 recorded in Book 462 of Maps at pages 21 through 24, Santa Clara County Records, the easterly southeasterly and southwesterly lines of said strip described as follows:

Beginning at the northerly terminus of a course in the southwesterly line of Lot 1 of said Map having a bearing of N 30°04'00" W and a length of 348.56 feet;

thence along the westerly northwesterly and northeasterly lines of Lots 1 and 11 of said Map the following courses along a tangent curve to the right having a radius of 80.00 feet, through a central angle of 95°02'19" for an arc length 132.70 feet;

thence N 64°58'19" E, 299.96 feet;

thence N 63°49'34" E, 200.04 feet;

thence N 64°58'19" E, 216.85 feet;

thence N 68°24'18" E, 200.36 feet;

thence N 64°58'19" E, 150.00 feet;

thence along a tangent curve to the right having a radius of 50.00 feet, through a central angle of 85° 09' 40" for an arc length of 74.32 feet;

said strip shall extend from a line drawn radially through the beginning of the above mentioned 80.00 foot radius curve along the lines of LOTS 1 and 11 to a line drawn radially through the terminus of the above mentioned 50.00 foot radius curve.

Checked by EV

D8a25

1731 North First Street, P.O. Box 820, San Jose, California 95106. (408) (287-3400)

SAN JOSE • WALNUT CREEK • SOUTH SAN FRANCISCO • SAN DIEGO • SACRAMENTO

July 9, 1981  
309-78-00B  
Page 1 of 2



GEORGE S. NOLTE AND ASSOCIATES  
Civil and Environmental Engineers • Planners • Surveyors

EXHIBIT A  
PARCEL A-2  
LANDSCAPE EASEMENT

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a strip of land of the uniform width of 9.50 feet, lying within Montague Expressway and Lot 15 as shown on the Map of Map of Tract 6740 recorded in Book 462 of Maps at pages 21 through 24, Santa Clara County Records, the westerly, easterly, southerly and southwesterly lines of said strip described as follows:

Beginning at the northerly terminus of a course in the westerly line of said Lot 12, having a bearing of S 29°52'01" E and a length of 402.84 feet;

thence along the westerly, northerly and northeasterly lines of said Lot 12, 13, 14 and 15 of said Map the following courses, along a tangent curve to the right having a radius of 50.00 feet, through a central angle of 94° 50' 20", for an arc length of 82.76 feet;

thence N 64° 58' 19" E, 300.00 feet;

thence N 62° 53' 40" E, 193.69 feet;

thence along a non-tangent curve to the right having a radius of 1133.00 feet, whose radius point bears S 19°39'17" E, through a central angle of 75° 36' 03" for an arc length of 1494.97 feet.

thence S 34° 03' 14" E, 129.78 feet to the most northerly corner of the parcel of land described in the deed to the City of San Jose recorded June 17, 1981 in Book G157 of Official Records at page 1, Santa Clara County Records;

thence along the southwesterly lines of said parcel of the following courses;

S 30° 37' 12" E, 200.36 feet;

thence S 34° 03' 14" E, 150.00 feet;

thence along a tangent curve to the right having a radius of 50.00 feet; through a central angle of  $71^{\circ} 21' 47''$  for an arc length of 62.28 feet:

said strip shall extend from a line drawn radially through the beginning of the first above mentioned curve having a radius of 50.00 feet along said lines of LOTS 12, 13, 14, and 15 to a line drawn radially through the terminus of the last above mentioned curve having a radius of 50.00 feet.

Checked by LVL

D8a28-29

July 9, 1981  
309-78-00B



GEORGE S. NOLTE AND ASSOCIATES

Civil and Environmental Engineers • Planners • Surveyors

EXHIBIT A  
PARCEL A-3  
LANDSCAPE EASEMENT

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a strip of land of the uniform width of 9.50 feet, lying within Montague Expressway and Lot 16 as shown on the Map of Tract No. 6740 recorded in Book 462 of Maps at pages 21 through 24, Santa Clara County Records, the Westerly and Southwesterly lines of said strip described as follows:

Beginning at the northerly terminus of a course in the easterly line of Lot 19 of said Map, having a bearing of N 4°30'52" E, and a length of 79.62 feet;

thence along the easterly and northeasterly lines of Lots 16, 17, 18 and 19 of said Map the following courses, along a tangent curve to the left having a radius 70.00 feet through a central angle of 88°32'14" for an arc length of 108.17 feet to a point of reverse curvature;

thence along a tangent curve to the right having a radius of 902.00 feet through a central angle of 49°58'08" for an arc length of 786.65 feet;

thence N 34°03'14" W, 540.91 feet; to the most southerly corner of the parcel of land described in the deed to the City of San Jose recorded June 17, 1981 in Book G157 of Official Records at page 1, Santa Clara County Records;

thence along the southwesterly line of said parcel the following courses N 37°29'16" W, 200.36 feet;

thence N 34°03'14" W, 300.00 feet;

thence along a tangent curve to the left having a radius of 50.00 feet through a central angle of 102° 50' 06" for an arc length of 89.74 feet;

said strip shall extend from a line which passes radially through the beginning of the above mentioned 70.00 foot radius curve along the lines of said LOTS 19, 18, 17, and 16 to a line that passes radially through the terminus of the above mentioned 50.00 foot radius curve.

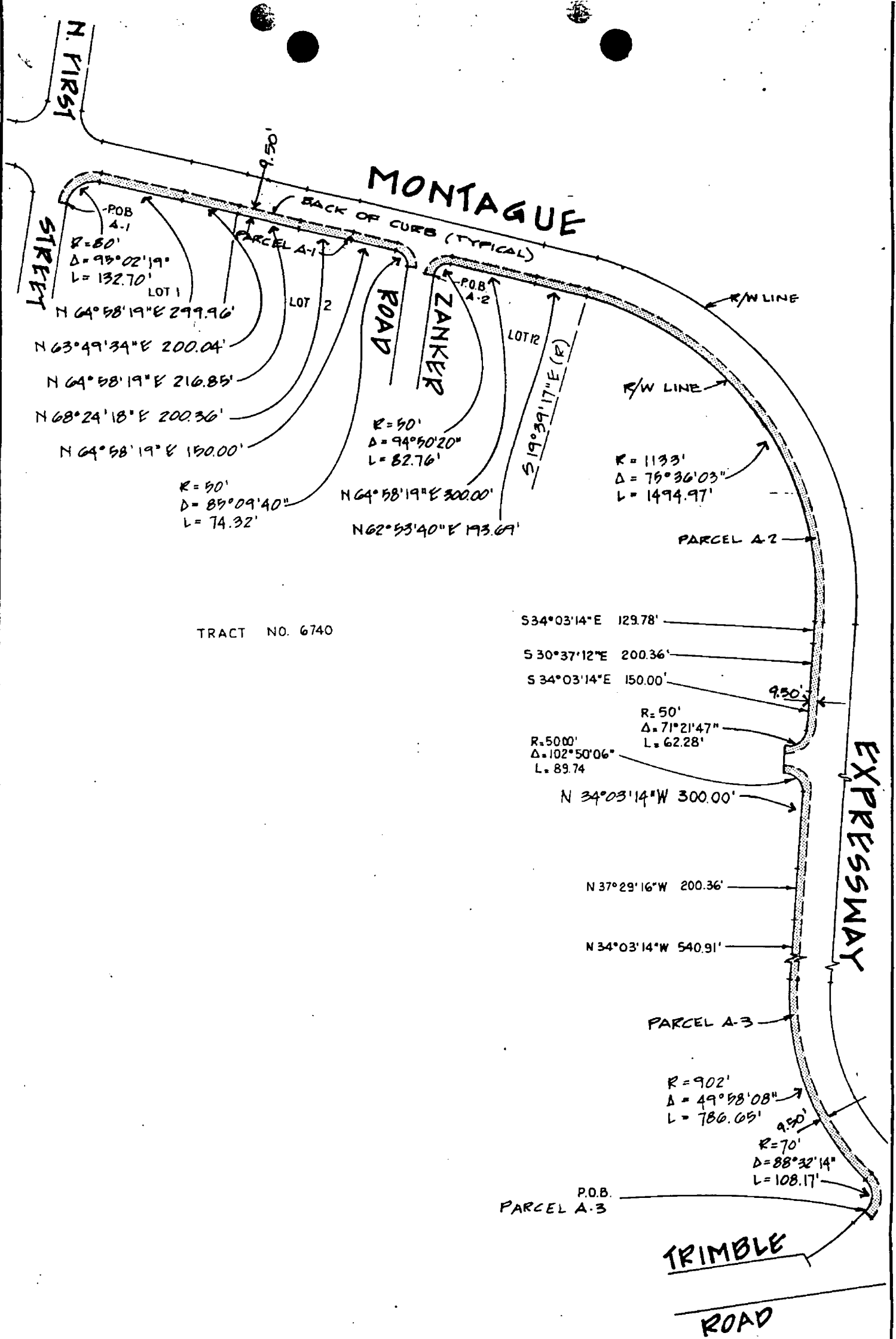
Checked by LUC

D8a27

1731 North First Street, P.O. Box 820, San Jose, California 95106. (408) (287-3400)

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**EXHIBIT "A"**  
**PARCELS "A-1", "A-2" & "A-3"**

DRAWN <b>W.U.</b> DESIGNED <b>W.H.S.</b> CHECKED		<b>GEORGE S. NOLTE AND ASSOCIATES</b> CIVIL AND ENVIRONMENTAL ENGINEERS - PLANNERS - SURVEYORS SAN JOSE      SACRAMENTO      SAN DIEGO      WALNUT CREEK (408) 287-3400      (916) 446-5028      (714) 278-9392      (415) 934-8060				<b>PLAT TO ACCOMPANY</b> <b>LANDSCAPE AGREEMENT</b> <b>SAN JOSE      SANTA CLARA CO.</b>	
		APPROVED		DATE <b>JULY 7, 1980</b> SCALE <b>N.T.S.</b> JOB NO. <b>309-78</b>			

July 9, 1981  
309-78-00B



GEORGE S. NOLTE AND ASSOCIATES  
Civil and Environmental Engineers • Planners • Surveyors

EXHIBIT B  
PARCEL B-1  
LANDSCAPE EASEMENT

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a strip of land of the uniform width of 25.00 feet lying within Lots 1 and 11 of the Map of Tract No. 6740 recorded in Book 462 of Maps at pages 21 through 24, Santa Clara County Records, the westerly northwesterly and northeasterly lines of said strip described as follows:

Beginning at the northerly terminus of a course in the southwesterly line of said Lot 1, having a bearing of N 30°04'00" W and a length of 348.56 feet;

thence along the westerly northwesterly and northeasterly lines of said Lots 1 and 11 the following courses along a tangent curve to the right having a radius of 80.00 feet, through a central angle of 95°02'19" for an arc length 132.70 feet;

thence N 64°58'19" E, 299.96 feet;

thence N 63°49'34" E, 200.04 feet;

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thence N 64°58'19" E, 150.00 feet;

thence along a tangent curve to the right having a radius of 50.00 feet, through a central angle of 85° 09' 40" for an arc length of 74.32 feet;

said strip shall extend from a line drawn radially through the beginning of the above mentioned 80.00 foot radius curve along the lines of LOTS 1 and 11 to a line drawn radially through the terminus of the above mentioned 50.00 foot radius curve.

Checked by CVL

D8a26

1731 North First Street, P.O. Box 820, San Jose, California 95106. (408) (287-3400)  
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July 9, 1981

309-78-00B

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GEORGE S. NOLTE AND ASSOCIATES  
Civil and Environmental Engineers • Planners • Surveyors

EXHIBIT B  
PARCEL B-2  
LANDSCAPE EASEMENT

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a strip of land of the uniform width of 25.00 feet, lying within Lots 12, 13, 14 and 15 of the Map of Tract 6740 recorded in Book 462 of Maps at pages 21 through 24, Santa Clara County Records, the westerly, northerly and northeasterly lines of said strip described as follows:

Beginning at the northerly terminus of a course in the westerly line of said Lot 12, having a bearing of S 29°52'01" E and a length of 402.84 feet;

thence along the westerly, northerly and northeasterly lines of said Lot 12, 13, 14 and 15 the following courses, along a tangent curve to the right having a radius of 50.00 feet, through a central angle of 94° 50' 20", for an arc length of 82.76 feet;

thence N 64° 58' 19" E, 300.00 feet;

thence N 62° 53' 40" E, 193.69 feet;

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thence S 34° 03' 14" E, 129.78 feet to the most northerly corner of the parcel of land described in the deed to the City of San Jose recorded June 17, 1981 in Book G157 of Official Records at page 1, Santa Clara County Records;

thence along the southwesterly lines of said parcel of the following courses;

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thence along a tangent curve to the right having a radius of 50.00 feet; through a central angle of  $71^{\circ} 21' 47''$  for an arc length of 62.28 feet;

said strip shall extend from a line drawn radially through the beginning of the first above mentioned curve having a radius of 50.00 feet along said lines of LOTS 12, 13, 14, and 15 to a line drawn radially through the terminus of the last above mentioned curve having a radius of 50.00 feet.

Checked by LVL

D8b1-2

July 9, 1981  
309-78-00B



GEORGE S. NOLTE AND ASSOCIATES  
Civil and Environmental Engineers • Planners • Surveyors

EXHIBIT B  
PARCEL B-3  
LANDSCAPE EASEMENT

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a strip of land of the uniform width of 25.00 feet, lying within Lots 16, 17, 18 and 19 of the Map of Tract No. 6740 recorded in Book 462 of Maps at pages 21 through 24, Santa Clara County Records, the Easterly and Northeasterly lines of said strip described as follows:

Beginning at the northerly terminus of a course in the easterly line of said Lot 19 having a bearing of N 4°30'52" E, and a length of 79.62 feet;

thence along the easterly and northeasterly lines of said Lots 16, 17, 18 and 19 the following courses, along a tangent curve to the left having a radius 70.00 feet through a central angle of 88°32'14" for an arc length of 108.17 feet to a point of reverse curvature;

thence along a tangent curve to the right having a radius of 902.00 feet through a central angle of 49°58'08" for an arc length of 786.65 feet;

thence N 34°03'14" W, 540.91 feet; to the most southerly corner of the parcel of land described in the deed to the City of San Jose recorded June 17, 1981 in Book G157 of Official Records at page 1, Santa Clara County Records;

thence along the southwesterly line of said parcel the following courses N 37°29'16" W, 200.36 feet;

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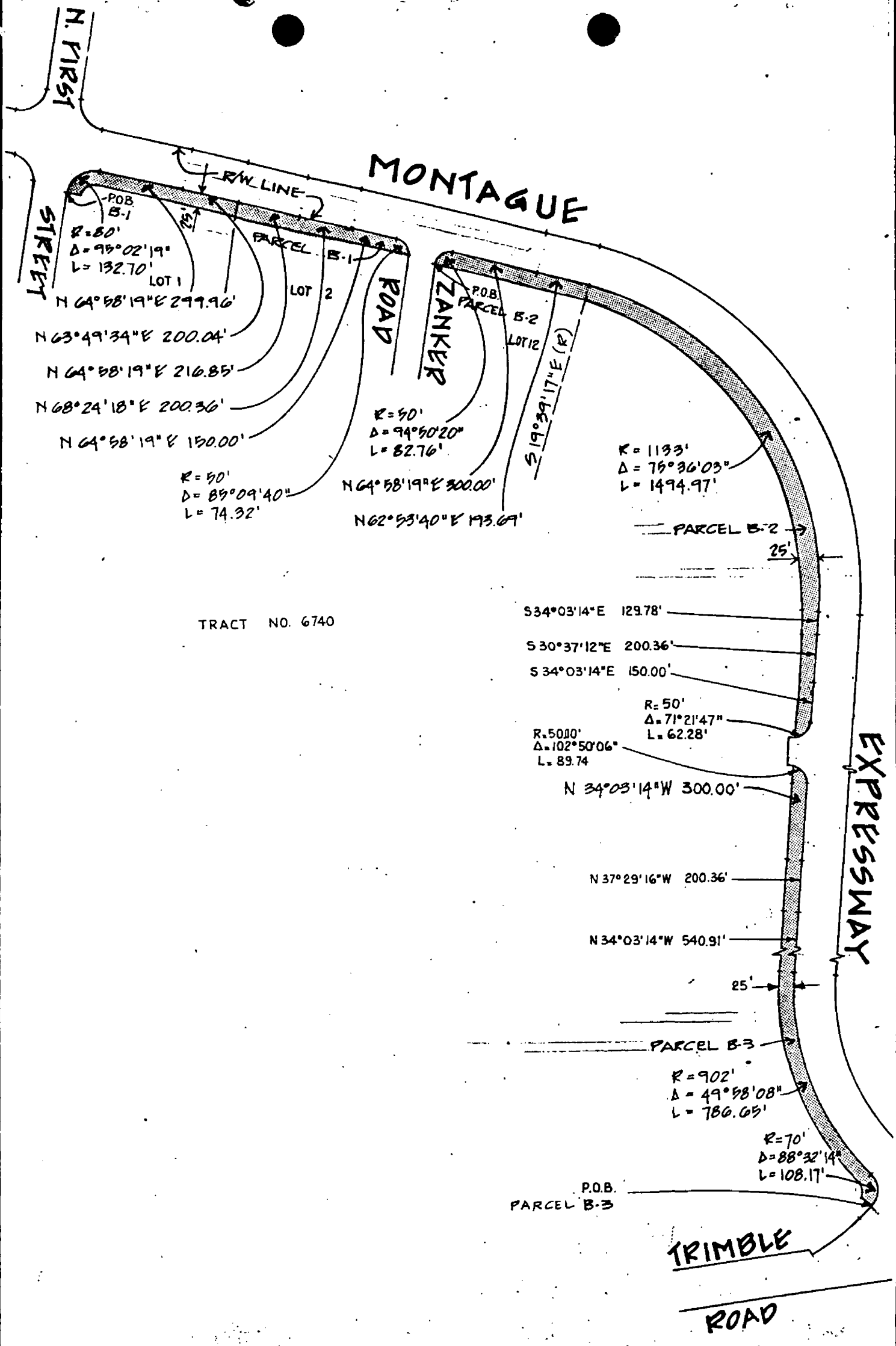
thence along a tangent curve to the left having a radius of 50.00 feet through a central angle of 102° 50' 06" for an arc length of 89.74 feet:

said strip shall extend from a line which passes radially through the beginning of the above mentioned 70.00 foot radius curve along the lines of said LOTS 19, 18, 17, and 16 to a line that passes radially through the terminus of the above mentioned 50.00 foot radius curve.

Checked by LC

D8a24

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**EXHIBIT "B"**  
**PARCELS "B-1", "B-2" & "B-3"**

DRAW <b>W.U.</b>		<b>GEORGE S. NOLTE AND ASSOCIATES</b>				<b>PLAT TO ACCOMPANY</b>	
		CIVIL AND ENVIRONMENTAL ENGINEERS - PLANNERS - SURVEYORS				<b>LANDSCAPE AGREEMENT</b>	
DESIGNED <b>W.H.S.</b>		SAN JOSE (408) 287-3400	SACRAMENTO (916) 448-5028	SAN DIEGO (714) 278-9392	WALNUT CREEK (415) 934-8060	SAN JOSE	SANTA CLARA CO.
CHECKED		APPROVED		DATE <b>JULY 7, 1980</b>	SCALE <b>N.T.S.</b>	JOB NO. <b>309-78</b>	

California

OCT 19



COUNTY EXECUTIVE OFFICE  
TRANSMITTAL MEMORANDUM

S.D. \_\_\_\_\_

Page 1 of 2

DATE: October 2, 1981

COUNTY BOARD OF SUPERVISORS: Agenda Date October 19, 1981 Item No. \_\_\_\_\_

TRANSIT DISTRICT BOARD: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

TRANSPORTATION COMMISSION: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

FROM: HODGE, PROPERTY DIVISION, TRANSPORTATION DEVELOPMENT

SUBJECT: AGREEMENT BETWEEN SOUTHERN PACIFIC INDUSTRIAL DEVELOPMENT CO., SOUTHERN PACIFIC TRANSPORTATION CO. AND THE COUNTY OF SANTA CLARA FOR INSTALLATION AND MAINTENANCE OF LANDSCAPE IMPROVEMENTS ON MONTAGUE EXPWY.

RECOMMENDED ACTION:

Authorize Chairperson to execute Agreement

The term of the agreement is indefinite; however, County has the right to terminate at any time with a sixty (60) day notice.

No monetary impact on County is involved.

REASONS FOR RECOMMENDATION AND BACKGROUND:

On a typical section of County expressway where access is restricted, the cyclone fencing is placed 10 feet behind the curb. In some cases County maintains landscaping within this 10 foot strip and in a few cases private parties install and maintain landscaping there with a simple landscaping agreement.

In this instance the City of San Jose (through an assessment district) and the adjacent owner of a long stretch of Montague expressway frontage (1.1 miles) wish to install and maintain extensive landscaping on their property as well as on a portion of the County's existing right of way.

*EM*  
*EOA*

APPROVED: *Jm*  
DIRECTOR  
COUNTY EXECUTIVE \_\_\_\_\_

DATE: October 2, 1981

COUNTY BOARD OF SUPERVISORS AGENDA DATE: October 19, 1981

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: AGREEMENT BETWEEN SOUTHERN PACIFIC INDUSTRIAL DEVELOPMENT CO., SOUTHERN PACIFIC TRANSPORTATION CO. AND THE COUNTY OF SANTA CLARA FOR INSTALLATION AND MAINTENANCE OF LANDSCAPE IMPROVEMENTS ON MONTAGUE EXPWY.

REASONS FOR RECOMMENDATION AND BACKGROUND: (Continued)

This extensive landscaping plan has certain legal implications involving public liability, easement rights to maintain fencing and assurance that subsequent owners will maintain the landscaping and the fence after City's obligation has ceased.

For the above reasons a special agreement is required and since the end product is good landscaping with no County expense, it is recommended for Board approval.

CONSEQUENCES OF NEGATIVE ACTION:

Landscaping will not be installed at no cost to County and County will continue to maintain this parcel.

STEPS FOLLOWING APPROVAL:

1. Record the Agreement.

EDH/EAF/kr

cc: Ron Shields  
Scotty Bruce





County of Santa Clara  
California

Office of the Board of Supervisors  
County Government Center, East Wing  
70 West Hedding Street  
San Jose, California 95110  
299-4321 Area Code 408

Susanne Wilson, District 1  
Zoe Lofgren, District 2  
Dan McCorquodale, District 3  
Rod Diridon, District 4  
Rebecca G. Morgan, District 5

October 30, 1981

Mr. D. S. Gibson

Mgr. of Planning Eng.

S.P. Ind. Development Company

Room 200-1 Market Plaza

**Subject: Agreement with:** Southern Pacific Industrial Development

**for:** Company & Southern Pacific Transportation  
Montague Expressway

Dear Mr. Gibson:

Enclosed you will find a fully executed copy of the subject agreement between the County of Santa Clara and the party named above. The Board of Supervisors at its regularly scheduled meeting on October 19, 1981 approved this agreement on behalf of the County.

The enclosed copy is for your records.

Very truly yours,

BOARD OF SUPERVISORS  
Donald M. Rains, Clerk

  
Deputy Clerk

DMR:am  
Enclosure