

#6

September 13, 1965

Mr. Roy H. Hubbard, Asst. City Clerk  
City of San Jose  
City Hall  
San Jose, California

Subject: Agreement with San Jose  
for Extension of Tully Road

Dear Mr. Hubbard:

Enclosed you will find an original and 1 copies of an agreement between the County of Santa Clara and the party (ies) named above. The Board of Supervisors at its regularly scheduled meeting on Sept. 13, 1965 authorized its Chairman to execute this agreement on behalf of the County.

After execution of all copies, we would appreciate your returning 1 copy (ies) to this office.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan  
Clerk of the Board

JP:DMR: jc  
Encls.

No. 1



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: September 2, 1965

FOR: BOARD OF SUPERVISORS AGENDA OF September 13, 19 65

FROM: STEFFANI, DESIGN, PUBLIC WORKS

TITLE: COST SHARING AGREEMENT BETWEEN THE COUNTY AND THE CITY OF SAN JOSE FOR THE IMPROVEMENT OF TULLY ROAD

DESCRIPTION:

Attached is an agreement between the County and the City of San Jose for the construction of Tully Road between South Seventh Street and Monterey Road. This agreement provides for cost sharing on the basis of City 70%; County 30%.

This agreement has already been executed by the City of San Jose. ?

Approval is recommended.

ECS:PTW:nc

Attachment

APPROVED:

JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: \_\_\_\_\_

ITEM NO: \_\_\_\_\_

BOARD ACTION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# MEMORANDUM

To: County Counsel

From: Jean Pullan, Clerk of the Board

SUBJECT: AGREEMENT - COUNTY & SAN JOSE

Date: August 25, 1965

- EXTENSION OF TULLY ROAD (Acquisition  
and Construction of Certain Improvements)  
AND COST SHARING THEREOF

Please review the attached Agreement and approve as to form  
and forward to Public Works to be placed on the Board of  
Supervisors' Agenda.

JP:kb  
Attachments (2)



CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

CITY CLERK

August 24, 1965

Board of Supervisors  
County of Santa Clara  
70 West Hedding Street  
San Jose, California

Gentlemen:

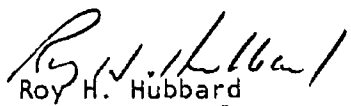
Enclosed please find two copies of AGREEMENT - TULLY ROAD BETWEEN  
SO. 7TH ST. & MONTEREY ROAD, ACQUISITION OF CERTAIN REAL PROPERTY, AND  
COST SHARING

for your signature. Please return all of signed copies to Roy H. Hubbard,  
Assistant City Clerk, City Hall, San Jose, California, for completion.

An executed copy will be returned to you for your files.

Very truly yours,

FRANCIS L. GREINER  
CITY CLERK

BY:   
Roy H. Hubbard  
Deputy

Enc.

Roads Pending

Date: August 5, 1965

To: Public Works

From: Jean Pullan

**MEMORANDUM**

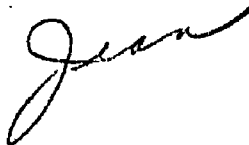
County of Santa Clara

Dept: Board of Supervisors

**SUBJECT: Agreement with San Jose for extension  
of Tulley Road between South Seventh Street and Monterey Road -  
Cost sharing.**

Please review the attached agreement and return to this office  
with your recommendation for Board action.

Thanks





CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

CITY CLERK

August 4, 1965

Board of Supervisors  
County of Santa Clara  
70 W. Hedding Street  
San Jose, California

Gentlemen:

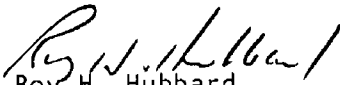
Enclosed please find two copies of AGREEMENT - EXTENSION OF TULLEY ROAD  
BETWEEN SOUTH SEVENTH ST. AND MONTEREY ROAD - COST SHARING

for your signature. Please return all of signed copies to Roy H. Hubbard,  
Assistant City Clerk, City Hall, San Jose, California, for completion.

An executed copy will be returned to you for your files.

Very truly yours,

FRANCIS L. GREINER  
CITY CLERK

BY:   
Roy H. Hubbard  
Deputy

Enc.

RECEIVED  
BOARD OF SUPERVISORS  
AUG 5 11 07 AM '65  
COUNTY OF  
SANTA CLARA

0 12834

AN AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA PROVIDING FOR THE EXTENSION OF TULLY ROAD BETWEEN SOUTH SEVENTH STREET AND MONTEREY ROAD, FOR THE ACQUISITION OF CERTAIN REAL PROPERTY NECESSARY THEREFOR, FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS THEREON AND FOR THE SHARING OF COSTS THEREOF.

THIS AGREEMENT by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter called "County", and the CITY OF SAN JOSE, hereinafter called "City",

W I T N E S S E T H:

WHEREAS, City and County wish to extend Tully Road between the Westerly curb line of South Seventh Street and the Easterly right-of-way line of Monterey Road (State Highway Route 82) which said extension of Tully Road is hereinafter called "said road", which said road is shown on the map marked "Exhibit A" attached hereto and made a part hereof by reference and is more particularly described as follows:

A strip of land 120.00 feet wide, 60.00 feet on each side of the hereinafter described centerline, extending and shortening the side lines on the West so as to terminate on the Easterly line of Monterey Road, and continuing and shortening the side lines on the East so as to terminate on the Southwesterly line of Seventh Street.

The centerline of said strip of land is more particularly described as follows:

Beginning at a point in the Southwesterly line of Seventh Street, distant thereon North  $38^{\circ} 59' 55''$  West 79.95 feet from the intersection of said Southwesterly line with the center line of Tully Road as said lines are shown in County Transit Book #127 at page 26; thence from said point of beginning running along the arc of a curve to the right from a tangent which bears South  $72^{\circ} 07' 25''$  West, with a radius of 1000.00 feet through a central angle of  $31^{\circ} 23' 18''$ , an arc distance of 547.83 feet to a point; thence running North  $76^{\circ} 29' 17''$  West for a distance of 806.91 feet to a point; thence running along the arc of a curve to the left, tangent to the last described line, with a radius of 650.00 feet, through a central angle of  $53^{\circ} 50' 45''$  an arc distance of 610.86 feet to a point; thence running South  $49^{\circ} 39' 58''$  West for a distance of 1.09 feet to the point of intersection thereof with the Easterly line of Monterey Road, said point lying on the Northeasterly prolongation of the construction centerline of Curtner Avenue as said centerline is shown on the County of Santa Clara improvement plans for Curtner Avenue, Project IV-SCL-FAS998, UE-2;



RECEIVED  
BOARD OF SUPERVISORS  
AUG 5 11 07 AM '65  
COUNTY OF  
SANTA CLARA

and,

WHEREAS, the City and County desire to acquire certain real property necessary for said road and to construct certain improvements on said road;

WHEREAS, said road is located approximately 70% within City and 30% within the incorporated territory of County, and City and County wish to provide for the payment of their respective shares of the cost of acquiring the right-of-way for said road and for the construction of certain street improvements thereon:

NOW, THEREFORE, in consideration of their mutual promises, covenants and agreements herein contained, and subject to the conditions and terms hereinafter specified, the parties hereto do hereby agree as follows:

1. Preparation of Plans and Specifications. County shall proceed with diligence to prepare plans and specifications for the construction of street improvements within said road and right-of-way drawings for the acquisition of the real property necessary for said road. Upon and after approval of said plans and specifications by the Board of Supervisors of County, County shall deliver to the Council of City one complete set of said plans and specifications and said right-of-way drawings for approval by said Council.

2. Relinquishment of a Portion of said road to County. Not later than thirty (30) days after execution of this agreement by County and City, County, acting pursuant to the authority granted in Section 1700 and 1701 of the Streets and Highways Code of the State of California shall adopt and forward to City, a resolution declaring said road to be a County highway. Said resolution shall state that said road shall become a County highway for the following purposes only: acquisition of right-of-way, construction and improvement. Thereafter the Council of City shall forthwith act pursuant to Section 1701 of the said Streets and Highways Code to grant consent to that portion of said road lying in the City becoming

a County highway for the purposes hereinabove expressed. Upon completion of the improvements contemplated herein upon said road, County will relinquish to City those portions of said road lying within the City pursuant to the applicable provisions of the Streets and Highways Code. City shall accept those portions of said road lying within the City so relinquished pursuant to the applicable provisions of said Streets and Highways Code.

3. Acquisition of Right-of-Way and Award of Contract.

Upon completion of the plans and specifications for the construction of said improvements and approval thereof by City and the relinquishment of that portion of said road lying within the City by City to County as a County highway for the abovesaid purposes, County shall commence the acquisition of right-of-way for the construction of said road. Upon completion of the acquisition of said right-of-way County shall take all steps necessary to advertise for bids and award a contract for the construction of said improvements. For the purpose of this paragraph only the term "acquisition" shall include, without limitation, possession obtained through agreement or order of the court.

4. Estimate of Construction Cost. County shall submit to City an estimate of the costs of construction of said improvements and City shall advance to County not later than the date of award for the contract for the construction thereof the sum of One Hundred Forty Thousand Dollars (\$140,000.00), representing 70% of the estimated costs of construction and acquisition.

5. Payment for Acquisition of Right-of-Way.

a. Upon completion of the purchase of any one or more parcels for the right-of-way for said road, County shall submit to City an itemized statement of the costs and expenses incurred by County. Within fifteen (15) days from the date of mailing said statement, City shall submit in writing to County any objections to said statement or requests for modification. In the event no

such objection or request is so made, said statement shall be deemed approved and accepted by City and 70% of the total amount specified in said statement as the costs and expenses of purchase of the parcel or parcels for the right-of-way described in said statement shall be paid forthwith to County.

b. For the purposes of paragraph 5(a) above only, the term "purchase" shall include actions in eminent domain. Also for the purpose of said paragraph the term "costs and expenses of purchase" shall include, without limitation, the amount paid to acquire the right-of-way through negotiation or as determined by a court or jury, severance damages, costs of title searches and reports, escrow costs and costs of title insurance, revenue stamps, filing fees, jury fees, fees for service of process, legal costs, expenses and fees incurred by the office of County Counsel, costs of exhibits, maps and drawings, appraisal costs and fees.

6. Payment of Construction Costs.

a. Upon completion of the construction of said improvements and acceptance thereof by County, County shall submit to City an itemized statement of the total construction costs thereof. Within fifteen (15) days from the date of mailing of said statement, City shall submit in writing to County any objections to said statement or requests for modification. In the event no objection or request is so made, said statement shall be deemed approved and accepted by City and 70% of the total amount specified in said statement as the total construction costs of said improvements shall be paid forthwith to County, less any sum advanced under paragraph 4 above. In the event the sum so advanced exceeds 70% of the total construction cost, the difference shall be refunded to City forthwith.

b. For the purpose of paragraph 6(a) above only the term "total construction cost" shall mean the total amount paid by County for the construction of said improvements plus all costs for extra work authorized by County and by the Council of City.

7. Insurance. County shall require any contractor awarded the contract for the construction and improvement of said road to take out and maintain at all times during construction and improvement of said road and until acceptance of said construction and improvement by County public liability and property damage insurance in form and limits of liability acceptable to City and County insuring City and County and their respective officers and employees from and against loss, cost or expense arising out of or in any way connected with the construction and improvement of said road.

IN WITNESS WHEREOF, City and County have caused this Agreement to be executed by their respective officers duly authorized: By County this \_\_\_\_\_ day of \_\_\_\_\_, 1965, and by City this \_\_\_\_\_ day of \_\_\_\_\_, 1965.

CITY OF SAN JOSE, a municipal corporation

By \_\_\_\_\_  
Mayor

And \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

"City"

APPROVED AS TO FORM

\_\_\_\_\_  
Deputy County Counsel

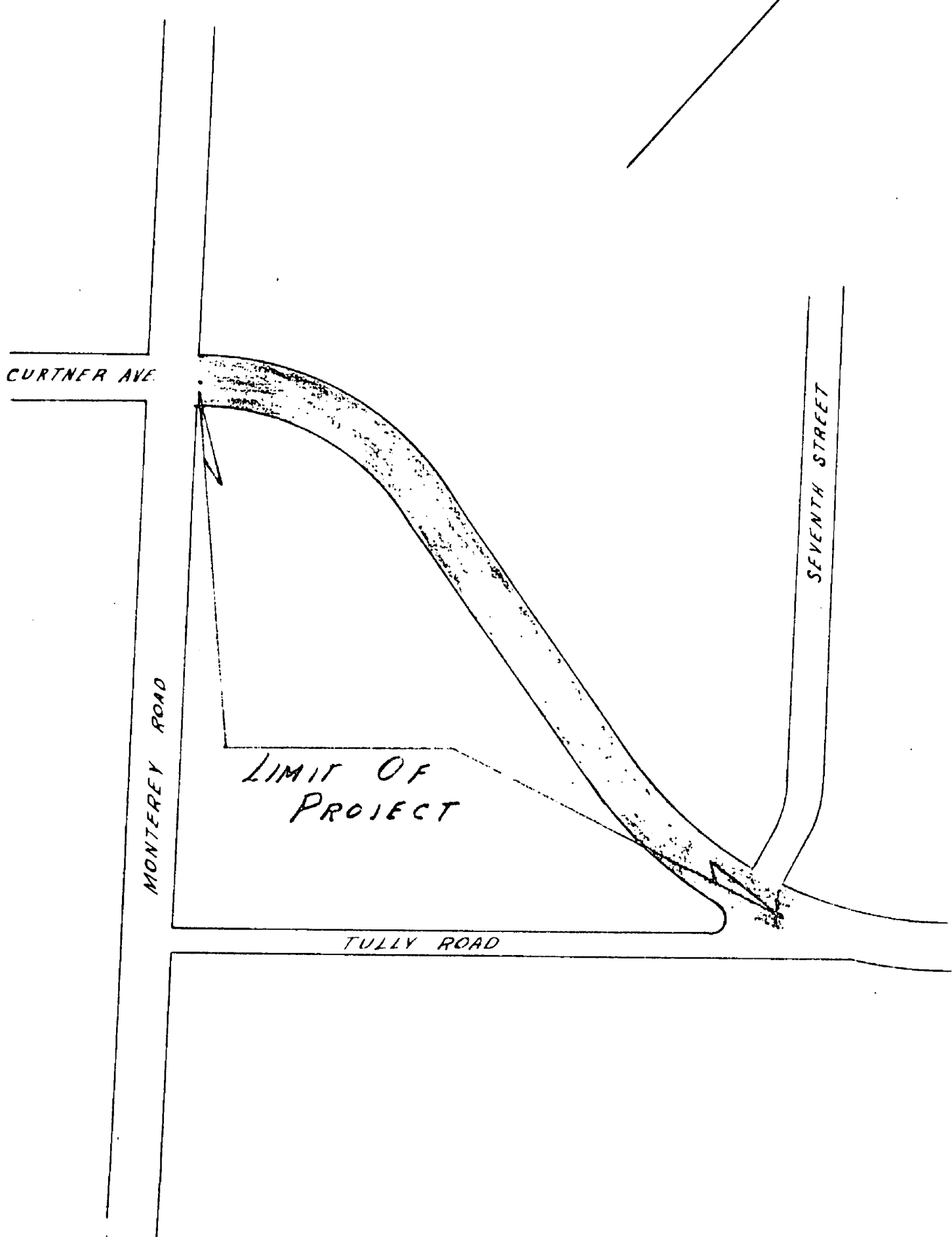
COUNTY OF SANTA CLARA

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_  
JEAN PULLAN, Clerk  
Board of Supervisors

"County"



SCALE: 1 INCH = 300 FEET

EXHIBIT "A"

*Roads*

*Tully  
San J.*



CITY OF SAN JOSE  
CALIFORNIA

CITY HALL

TELEPHONE 292-3141

CITY CLERK

October 6, 1965

Board of Supervisors  
County of Santa Clara  
70 West Hedding Street  
San Jose, California

Gentlemen:

(2)

Enclosed please find a copy of an executed copy of AGREEMENT PROVIDING FOR  
EXTENSION OF TULLY ROAD BETWEEN SO. SEVENTH ST. & MONTEREY ROAD - ACQUISITION OF  
PROPERTY AND SHARING OF COSTS THEREOF.

This is your file copy.

Very truly yours,

FRANCIS L. GREINER  
CITY CLERK

*R. H. Hubbard*

BY: Roy H. Hubbard  
Deputy

Enc. 2

RECEIVED  
BOARD OF SUPERVISORS  
OCT 8 11 31 AM '55  
COUNTY OF  
SANTA CLARA



AN AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA PROVIDING FOR THE EXTENSION OF TULLY ROAD BETWEEN SOUTH SEVENTH STREET AND MONTEREY ROAD, FOR THE ACQUISITION OF CERTAIN REAL PROPERTY NECESSARY THEREFOR, FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS THEREON AND FOR THE SHARING OF COSTS THEREOF.

THIS AGREEMENT by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter called "County", and the CITY OF SAN JOSE, hereinafter called "City";

W I T N E S S E T H:

WHEREAS, City and County wish to extend Tully Road between the Westerly curb line of South Seventh Street and the Easterly right-of-way line of Monterey Road (State Highway Route 82) which said extension of Tully Road is hereinafter called "said road", which said road is shown on the map marked Exhibit "A" attached hereto and made a part hereof by reference and is more particularly described as follows:

A strip of land 120.00 feet wide, 60.00 feet on each side of the hereinafter described centerline, extending and shortening the side lines on the West so as to terminate on the Easterly line of Monterey Road, and continuing and shortening the side lines on the East so as to terminate on the Southwesterly line of Seventh Street.

The centerline of said strip of land is more particularly described as follows:

Beginning at a point in the Southwesterly line of Seventh Street, distant thereon North  $38^{\circ} 59' 55''$  West 79.95 feet from the intersection of said Southwesterly line with the center line of Tully Road as said lines are shown in County Transit Book #127 at page 26; thence from said point of beginning running along the arc of a curve to the right from a tangent which bears South  $72^{\circ} 07' 25''$  West, with a radius of 1000.00 feet through a central angle of  $31^{\circ} 23' 18''$ , an arc distance of 547.83 feet to a point; thence running North  $76^{\circ} 29' 17''$  West for a distance of 806.91 feet to a point; thence running along the arc of a curve to the left, tangent to the last described line, with a radius of 650.00 feet, through a central angle of  $53^{\circ} 50' 45''$  an arc distance of 610.86 feet to a point; thence running South  $49^{\circ} 39' 58''$  West for a distance of 1.09 feet to the point of intersection thereof with the Easterly line of Monterey Road, said point lying on the Northeasterly prolongation of the construction centerline of Curtner Avenue as said centerline is shown on the County of Santa Clara improvement plans for Curtner Avenue, Project IV-SCL-FAS998, UE-2.

Public Works (H)

9/13/65  
approved D/M  
SP  
abv  
M

SANTA CLARA  
COUNTY OF

OCT 8 11 23 AM '87  
RECEIVED  
CLERK OF SUPERVISORS

and,

WHEREAS, the City and County desire to acquire certain real property necessary for said road and to construct certain improvements on said road; and

WHEREAS, said road is located approximately 70% within City and 30% within the unincorporated territory of County, and City and County wish to provide for the payment of their respective shares of the cost of acquiring the right-of-way for said road and for the construction of certain street improvements thereon;

NOW, THEREFORE, in consideration of their mutual promises, covenants and agreements herein contained, and subject to the conditions and terms hereinafter specified, the parties hereto do hereby agree as follows:

1. Preparation of Plans and Specifications. County shall proceed with diligence to prepare plans and specifications for the construction of street improvements within said road and right-of-way drawings for the acquisition of the real property necessary for said road. Upon and after approval of said plans and specifications by the Board of Supervisors of County, County shall deliver to the Council of City one complete set of said plans and specifications and said right-of-way drawings for approval by said Council.

2. Relinquishment of a Portion of Said Road to County. Not later than thirty (30) days after execution of this agreement by County and City, County, acting pursuant to the authority granted in Sections 1700 and 1701 of the Streets and Highways Code of the State of California shall adopt and forward to City, a resolution declaring said road to be a County highway. Said resolution shall state that said road shall become a County highway for the following purposes only: acquisition of right-of-way, construction and improvement. Thereafter the Council of City shall forthwith act pursuant to Section 1701 of the said Streets and Highways Code to grant consent to that portion of said road lying in the City becoming

a County highway for the purposes hereinabove expressed. Upon completion of the improvements contemplated herein upon said road, County will relinquish to City those portions of said road lying within the City pursuant to the applicable provisions of the Streets and Highways Code. City shall accept those portions of said road lying within the City so relinquished pursuant to the applicable provisions of said Streets and Highways Code.

3. Acquisition of Right-of-Way and Award of Contract.

Upon completion of the plans and specifications for the construction of said improvements and approval thereof by City and the relinquishment of that portion of said road lying within the City by City to County as a County highway for the abovesaid purposes, County shall commence the acquisition of right-of-way for the construction of said road. Upon completion of the acquisition of said right-of-way County shall take all steps necessary to advertise for bids and award a contract for the construction of said improvements. For the purpose of this paragraph only the term "acquisition" shall include, without limitation, possession obtained through agreement or order of the court.

4. Estimate of Construction Cost. County shall submit to City an estimate of the costs of construction of said improvements and City shall advance to County not later than the date of award of the contract for the construction thereof the sum of One Hundred Forty Thousand Dollars (\$140,000.00), representing 70% of the estimated costs of construction.

5. Payment for Acquisition of Right-of-Way.

a. Upon completion of the purchase of any one or more parcels for the right-of-way for said road, County shall submit to City an itemized statement of the costs and expenses incurred by County. Within fifteen (15) days from the date of mailing said statement, City shall submit in writing to County any objections to said statement or requests for modification. In the event no

such objection or request is so made, said statement shall be deemed approved and accepted by City and 70% of the total amount specified in said statement as the costs and expenses of purchase of the parcel or parcels for the right-of-way described in said statement shall be paid forthwith to County.

b. For the purposes of Paragraph 5a above only, the term "purchase" shall include actions in eminent domain. Also for the purpose of said paragraph the term "costs and expenses of purchase" shall include, without limitation, the amount paid to acquire the right-of-way through negotiation or as determined by a court or jury, severance damages, costs of title searches and reports, encrow costs and costs of title insurance, revenue stamps, filing fees, jury fees, fees for service of process, legal costs, expenses and fees incurred by the office of County Counsel, costs of exhibits, maps and drawings, appraisal costs and fees.

6. Payment of Construction Costs.

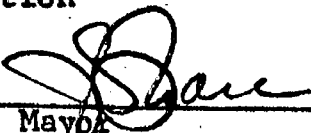
a. Upon completion of the construction of said improvements and acceptance thereof by County, County shall submit to City an itemized statement of the total construction costs thereof. Within fifteen (15) days from the date of mailing of said statement, City shall submit in writing to County any objections to said statement or requests for modification. In the event no objection or request is so made, said statement shall be deemed approved and accepted by City and 70% of the total amount specified in said statement as the total construction costs of said improvements shall be paid forthwith to County, less any sum advanced under paragraph 4 above. In the event the sum so advanced exceeds 70% of the total construction cost, the difference shall be refunded to City forthwith.

b. For the purpose of paragraph 6a above only the term "total construction cost" shall mean the total amount paid by County for the construction of said improvements plus all costs for extra work authorized by County and by the Council of City.

7. Insurance. County shall require any contractor awarded the contract for the construction and improvement of said road to take out and maintain at all times during construction and improvement of said road and until acceptance of said construction and improvement by County public liability and property damage insurance in form and limits of liability acceptable to City and County insuring City and County and their respective officers and employees from and against loss, cost or expense arising out of or in any way connected with the construction and improvement of said road.

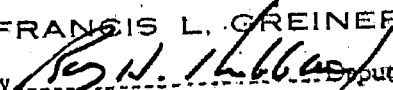
IN WITNESS WHEREOF, City and County have caused this agreement to be executed by their respective officers duly authorized: by County this \_\_\_\_\_ day of SEP 13, 1965, and by City this 4 day of Oct., 1965.

CITY OF SAN JOSE, a municipal corporation

By   
Mayor  
A. P. HAMANN

And by   
Deputy  
City Manager


ATTEST:

FRANCIS L. GREINER  
By   
Deputy

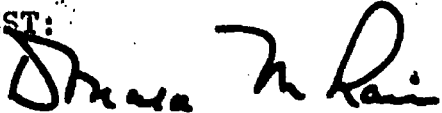
City Clerk

"City"

COUNTY OF SANTA CLARA

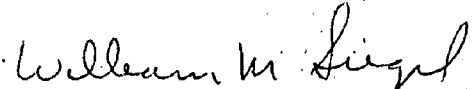
By   
Chairman, Board of Supervisors

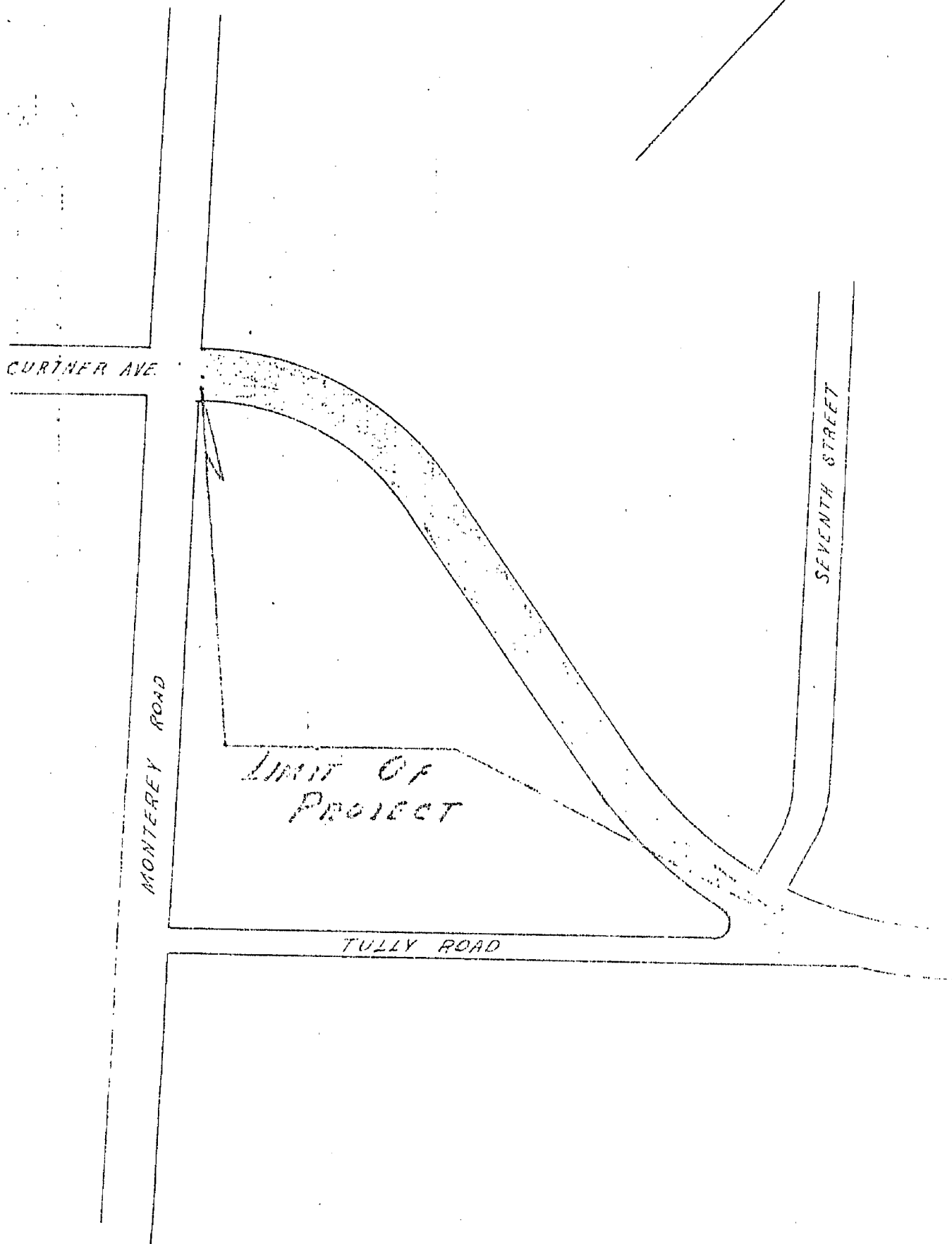
ATTEST:

  
JEAN PULLAN, Clerk  
Board of Supervisors  
DONALD M. RAINS  
Assistant Clerk Board of Supervisors

"County"

APPROVED AS TO FORM

  
Deputy County Counsel



SCALE: 1 INCH = 300 FEET

EXHIBIT "A"

RECEIVED  
BOARD OF SUPERVISORS

AUG 25 10 53 AM '65

COUNTY OF  
SANTA CLARA

RECEIVED  
PUBLIC WORKS

AUG 27 1 43 PM '65

COUNTY OF  
SANTA CLARA