

Roads Couts + Agmts
Cast. Shoring, Williams
St.
San Jose

November 7, 1955

Re: Agreement William Street Crossing
Western Pacific Railroad

City Clerk
City Hall Annex
144 Park Avenue
San Jose, California

Dear Madam:

Returned herewith original and three duplicates
of subject agreement which have been executed by the
Board of Supervisors.

One duplicate copy has been retained for our file.

Very truly yours,

BOARD OF SUPERVISORS

By _____
Clerk of the Board



CITY OF SAN JOSE
CALIFORNIA

CITY HALL ANNEX
144 PARK AVENUE
TELEPHONE CYPRESS 2-3141

September 27, 1955

CITY CLERK

cc for Agner
~~29~~
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Mr. Richard Olsen
Clerk of the Board of Supervisors
of Santa Clara County
First and Rosa Streets
San Jose, California

Dear Sir:

Enclosed are five copies of the "Contribution Agreement for Improving Approaches to Western Pacific Railroad Crossing at Williams Street" which have been signed by the proper officials of the City of San Jose.

Will you kindly have this agreement signed by the proper County officials and return three copies of said agreement to my office.

Very truly yours,

Mrs. Dorothy Covill
City Clerk

DC:FG:BC
encs. 5

DATE OCT 3 - 1955

APPROVED _____

RE: CE CC PC ENG P-L

Review

Power to act

NOV 7 - 1955

9/1/55

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CONTRIBUTION AGREEMENT FOR IMPROVING
APPROACHES TO WESTERN PACIFIC RAILROAD
CROSSING AT WILLIAMS STREET.

THIS AGREEMENT, made and entered into this 7th day of
September, 1955, by and between the COUNTY OF SANTA CLARA,
a political subdivision of the State of California, hereinafter re-
ferred to as "County", and the CITY OF SAN JOSE, a municipal corporation
of the State of California, hereinafter referred to as "City";

WITNESSETH:

WHEREAS, the approaches to the Western Pacific Railroad Cross-
ing on Williams Street are one-half in the County and one-half in the
City; and

WHEREAS, it is necessary for the public safety to correct the
sight-distance at said crossing; and

WHEREAS, the parties hereto are desirous of having this improve-
ment made and are willing to share the cost of said improvement between
themselves;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. County hereby authorizes City to improve and City agrees to
improve the approaches to the Western Pacific Railroad Crossing on
Williams Street, one-half of which is in the County and one-half in the
City.
2. City agrees that said improvement shall be made in accordance
with that certain profile of Williams Street Railroad Crossing, dated June
6, 1955 and on file in the office of the City Engineer of the City of San
Jose.
3. City agrees that upon completion of said improvement it
shall submit to County a certified statement, setting forth the entire
cost of labor and materials for said improvement and other expenses
necessary and incidental thereto.

NOV 7 - 1955

4. County agrees that it shall pay one-half the total cost of said improvement as set out in Part 3 hereof within thirty (30) days of receipt of the aforementioned statement.

COUNTY OF SANTA CLARA, a political sub-
division of the State of California

By Walter Gaspar
Chairman pro Chairman of the
Board of Supervisors

COUNTY

CITY OF SAN JOSE, a municipal corporation
of the State of California

By Walter Gaspar

Mayor

And A.P. Johnson
City Manager

ATTEST:

Dorothy Covell
City Clerk

CITY

APPROVED AS TO FORM:

Robert E. Carson
City Attorney

COUNTY OF SANTA CLARA

Department of PUBLIC WORKS

17-18

JAMES B. ENOCHS - DIRECTOR OF PUBLIC WORKS

SANTA CLARA COUNTY OFFICE BLDG. • CIVIC CENTER
FIRST & ROSA STREETS, SAN JOSE, CALIFORNIA

April 13, 1959

Re: CE No. 3088
St. Paul Fire and
Marine Insurance Co.
No. 404GB1129

The Honorable Board of Supervisors
Santa Clara County
San Jose, California

Gentlemen:

The street work on the Western Pacific
Railroad Company's property located on Williams
and Nineteenth Streets was accepted 230
August 18, 1958.

The maintenance period has expired and
all deficiencies have been corrected.

It is recommended that the street bond
be released.

Respectfully submitted,

James B. Enochs
JAMES B. ENOCHS
Director of Public Works

JBE:RAJ:da

RAJ
Dist. #2

Date APR 13 1959
APPROVED *D-L*
RE: CE CC PC DPW FLD
NO: ABSTAINS:

Williams Street
~~Board~~ No 230 1441555
 No R/s

BOOK 4015 PAGE 249

I, LOGAN PAINE, Secretary of THE WESTERN PACIFIC RAILROAD COMPANY, a corporation, as such Secretary, do hereby CERTIFY that at a Regular meeting of the Board of Directors of said corporation held at the office of said corporation on the 7th day of January, 1958, at which a quorum of said Board was present, a resolution was duly and regularly passed in the words and figures following, to wit:

"RESOLVED, that this corporation execute and deliver to the COUNTY OF SANTA CLARA, a political subdivision of the State of California, a grant deed, subject to all valid existing contracts, leases, liens, encumbrances or claims of title which may affect the property hereinafter described, of an easement for roadway purposes over, along and across that certain real property situate in the County of Santa Clara, State of California, described as follows:

Beginning at the point of intersection of the southeasterly line of William Street with the southeasterly prolongation of the center line of 19th Street (formerly Clay Street) as said streets are shown upon that certain map entitled 'Beach's Addition to East San Jose', which map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on July 25, 1879, in Book A of Maps, at page 27; said point of intersection being also the northwesterly corner of that certain 40-acre tract of land described in the deed from Standard Realty and Development Company, a corporation, to The Western Pacific Railroad Company, a corporation, dated June 13, 1921, and recorded June 23, 1921, in Book 535 of Deeds, Official Records of Santa Clara County, at page 392; thence from said point of beginning North 49° 29' 30" East along the said southeasterly line of William Street, a distance of 345.0 feet; thence at right angles South 40° 30' 30" East, a distance of 12.50 feet; thence at right angles South 49° 29' 30" West, a distance of 345.51 feet to a point on the southwesterly line of said 40-acre tract of land; thence North 38° 10' 30" West along said southwesterly line, a distance of 12.51 feet to the point of beginning.

EEB 24 1958

Containing an area of 4314.41 square feet, more or less.

SUBJECT, HOWEVER, to the 30.0-foot non-exclusive easement granted to Standard Realty and Development Company by The Western Pacific Railroad Company and recorded May 21, 1957, in Book 3803, Official Records of Santa Clara County, at page 296.

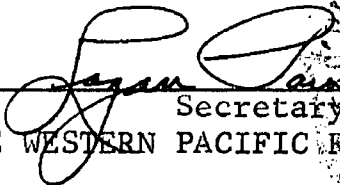
Said deed shall provide that in the event said property or any part thereof shall ever cease to be used for the purposes provided in said deed, said easement or such part thereof as shall have ceased to be so used, and all right, title and interest of said Grantee, its successors or assigns therein, shall revert to this corporation, its successors or assigns.

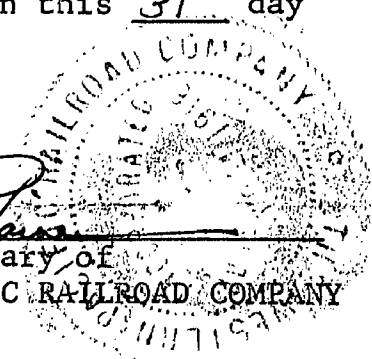
BE IT FURTHER RESOLVED, that the President or any Vice President, and the Secretary or any Assistant Secretary of this corporation be and they are hereby authorized and directed to execute said deed on behalf of this corporation and in its name and under its seal.

BE IT FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this corporation be and he is hereby authorized and directed to attach to said deed a copy of this resolution duly certified to by him as such Secretary or Assistant Secretary and under the seal of this corporation."

I DO FURTHER CERTIFY that said resolution has not been revoked or amended and that the same is now in full force and effect at the time of the execution hereof.

IN WITNESS WHEREOF, I have hereunto signed my name as such Secretary and affixed the seal of said corporation this 31st day of January, 1958.


Secretary of
THE WESTERN PACIFIC RAILROAD COMPANY



3

THE WESTERN PACIFIC RAILROAD COMPANY, a corporation,
 Grantor, does hereby grant unto the COUNTY OF SANTA CLARA, a
 political subdivision of the State of California, Grantee, an
 easement for roadway purposes over, along and across that certain
 real property situate in the County of Santa Clara, State of
 California, described as follows:

Beginning at the point of intersection of the southeasterly line of William Street with the southeasterly prolongation of the center line of 19th Street (formerly Clay Street) as said streets are shown upon that certain map entitled "Beach's Addition to East San Jose", which map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on July 25, 1879, in Book A of Maps, at page 27; said point of intersection being also the northwesterly corner of that certain 40-acre tract of land described in the deed from Standard Realty and Development Company, a corporation, to The Western Pacific Railroad Company, a corporation, dated June 13, 1921, and recorded June 23, 1921, in Book 535 of Deeds, Official Records of Santa Clara County, at page 392; thence from said point of beginning North 49° 29' 30" East along the said southeasterly line of William Street, a distance of 345.0 feet; thence at right angles South 40° 30' 30" East, a distance of 12.50 feet; thence at right angles South 49° 29' 30" West, a distance of 345.51 feet to a point on the southwesterly line of said 40-acre tract of land; thence North 38° 10' 30" West along said southwesterly line, a distance of 12.51 feet to the point of beginning.

Containing an area of 4314.41 square feet, more or less.

SUBJECT, HOWEVER, to the 30.0-foot non-exclusive easement granted to Standard Realty and Development Company by The Western Pacific Railroad Company and recorded May 21, 1957, in Book 3803, Official Records of Santa Clara County, at page 296.

In the event the property herein described or any part thereof shall ever cease to be used for the purposes provided in this deed, said easement, or such part thereof as shall have ceased to be so used, and all right, title and interest of Grantee, its

successors or assigns therein, shall revert to Grantor, its successors or assigns.

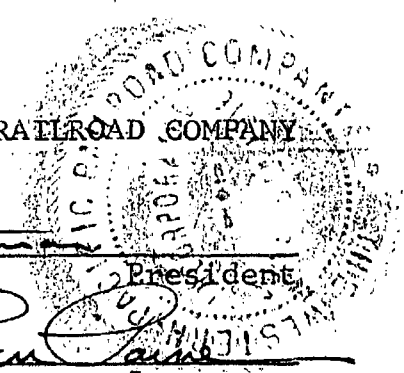
This instrument is subject to all valid existing contracts, leases, liens, encumbrances or claims of title which may affect the said property herein described, and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

IN WITNESS WHEREOF, Grantor has, by its officers thereunto duly authorized by resolution of its Board of Directors, a certified copy of which resolution is hereunto attached, signed its corporate name and affixed its corporate seal this 31st day of January, 1958.

THE WESTERN PACIFIC RAILROAD COMPANY

By F. W. Tuttle President

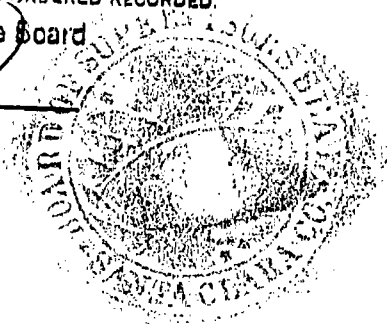
Attest: J. J. Lane Secretary



THE FOREGOING deed WAS PRESENTED TO THE BOARD OF SUPERVISORS THIS 24th DAY OF February 1958 AND UPON MOTION DULY SECONDED, AND CARRIED, SAID deed WAS APPROVED AND ORDERED RECORDED.

Attest: RICHARD OLSON, Clerk of the Board

By [Signature]



(51)

STATE OF CALIFORNIA,)
) ss
CITY AND COUNTY OF SAN FRANCISCO)

BOOK 4015 PAGE 253

On this 31st day of January, 1958, before me, EMMA N. McCLURE, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared F. B. WHITMAN, known to me to be the President of THE WESTERN PACIFIC RAILROAD COMPANY, the corporation described in and that executed the within instrument, and he acknowledged to me that such corporation executed the same pursuant to a resolution of its Board of Directors.

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.

Emma N. McClure

Notary Public

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

My Commission expires April 5, 1959.

1441555

BOOK 4015 PAGE 249

FILED FOR RECORD
AT REQUEST OF
BOARD OF SUPERVISORS

FEB 26 9 00 A 1958

OFFICIAL RECORDS
SANTA CLARA COUNTY

Do C. Sully
RECORDER

D.H.

W. 24

ORIGINAL

W-3177-1

L-11

Acknowledgment of Attorney-in-Fact.

STATE OF CALIFORNIA.

COUNTY OF Santa Clara

} ss. :

On this 23 day of October 1957., before me, a Notary Public, within and

for the said County and State, personally appeared C. H. Clark, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of and for the St. Paul Fire and Marine Insurance Company, Saint Paul, Minnesota, a corporation created, organized and existing under and by virtue of the laws of the State of Minnesota, and acknowledged to me that he subscribed the name of the St. Paul Fire and Marine Insurance Company thereto as Surety, and his own name as Attorney-in-Fact.

Florence M. Bartner

Notary Public

My Commission Expires

Oct. 22, 1959

WILLIAM ST.

Bond Number Required
Bond No. 404GB1129

St No 230

Faithful Performance and Completion

Premium: \$36.00

NO R/S

Improvement Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, J. C. BATEMAN, INC., as Principal and ST. PAUL FIRE & MARINE, as Surety are held and firmly bound unto the County of Santa Clara, State of California, in the sum of THIRTYSSIX HUNDRED Dollars (\$ 3,600.00) lawful money of the United States, for the payment of which will and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that,

WHEREAS: said principal will perform all necessary improvements relative to ACCELERATION LANE ON WILLIAM STREET AT 19TH STREET, SAN JOSE, located CALIFORNIA.

in accordance with the approved Improvement Plans prepared by WESTERN PACIFIC RAILROAD CO. Civil Engineer on file in the Santa Clara County Engineers Office.

WHEREAS: Improvements shall be completed within one year from the date of Acceptance of this bond by the Board of Supervisors.

WHEREAS: Improvements shall be maintained for a period of at least one year after acceptance of construction by the County. This bond shall be in full force and effect through the period of maintenance. The maintenance period shall continue until such time that all deficiencies of construction are corrected to the satisfaction of the County Engineer's Office.

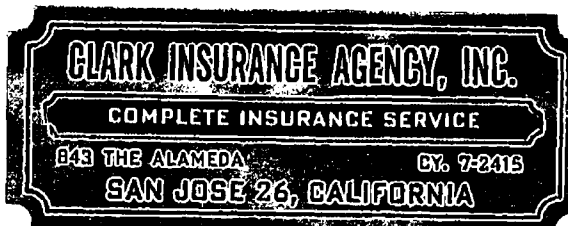
NOW, THEREFORE, if the said Principal shall well and truly do and perform all the covenants and obligations as set forth above, on its part to be done and performed at the time and in the manner specified therein, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect.

WITNESS OUR HANDS THIS 23rd Day of OCTOBER, 19 57,

PRINCIPAL J. C. BATEMAN, INC. BY:

SAINT PAUL FIRE & MARINE INSURANCE CO.

SURETY COMPANY



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NOV 4 - 1957

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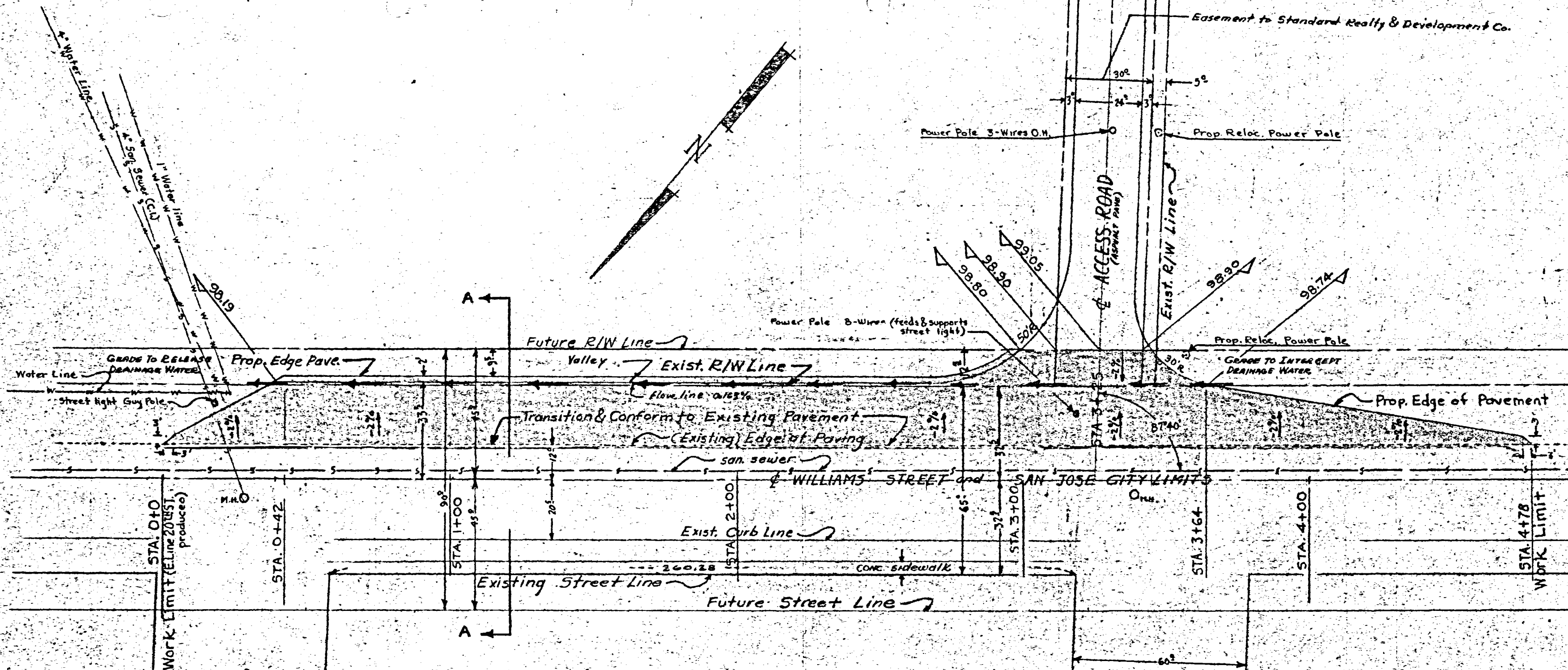
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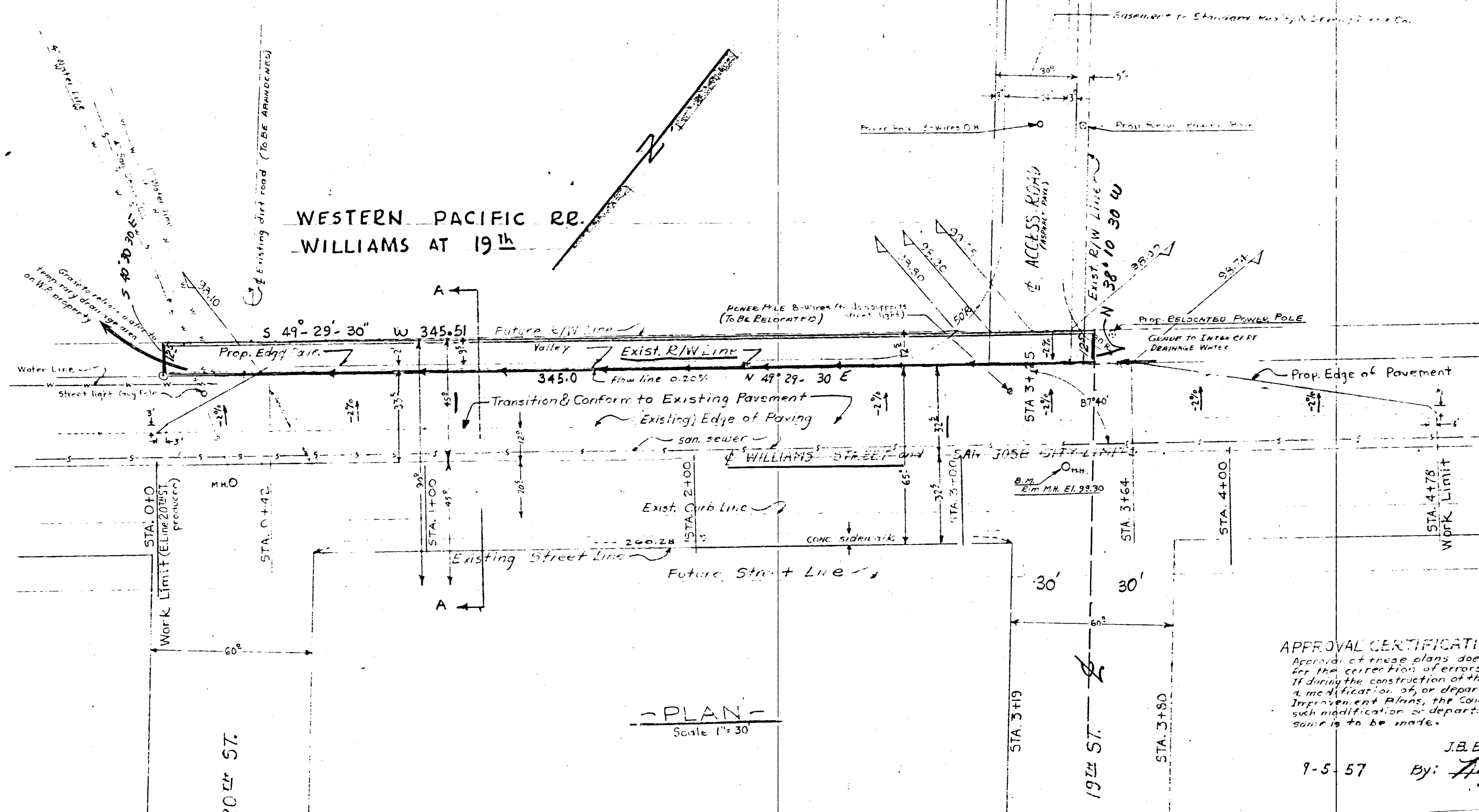


- PLAN -
Scale 1" = 30'

APPROVAL CERTIFICATION
 Approval of these plans does not
 for the correction of errors or
 if during the construction of the
 a modification of, or departure
 Improvement Plans, the County
 such modification or departure
 same is to be made.

J.B. EM
 By: _____

WESTERN PACIFIC RR.
WILLIAMS AT 19th



- PLAN -
Scale 1" = 30'

APPROVAL CERTIFICATION
Approval of these plans does not relieve the contractor for the correction of errors or omissions. If during the construction of the improvement a modification of, or departure from, the Improvement Plans, the County Engineer, such modification or departure and not same is to be made.

9-5-57 By: J.B. ENOCHS