

ROADS/CYA/Exp - Alameda / St. Western
S. Label Landscape Impier
9372699

Board of Supervisors

DJR

JUNE 14 #9

FILED FOR RECORD
AT REQUEST OF

A.P.N. 458-16-001
PARCEL No. 100
County of Santa Clara
JUN 20 2 15 PM '87

LANDSCAPE AND MAINTENANCE AGREEMENT BETWEEN

OFFICIAL RECORDS
SANTA CLARA COUNTY
LAURIE SANE
RECORDER

JUL 28 1987

Great Western Savings & Loan

AND THE COUNTY OF SANTA CLARA

K 239 PAGE 2106

2 fully executed originals to Dorothy Gullion, Attn: Donna Logan (Transportation Agency) for recording, return of pink-tagged original, and transmittal by T/A of other original to Contractor - 6/29/87 djr Recorded Original returned for file 12/29/87 djr

This is an agreement between Great Western Savings & Loan
hereinafter called "Owner" and the COUNTY OF SANTA CLARA,
hereinafter called "COUNTY".

WHEREAS, the COUNTY has the jurisdiction over the Roadway shown on the map attached hereto as Exhibit "B"; and

WHEREAS, "Owner" desires to landscape and maintain the shaded area at its own expense; and

WHEREAS, the Board of Supervisors of the County of Santa Clara finds and determines that it is in the best public interest to grant the request of "Owner";

NOW, THEREFORE, it is mutually agreed as follows:

ORIGINAL

JUN 2 1987

1. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

K 239 PAGE 2107

This agreement is an instrument affecting the title or possession of the real property described in Exhibit A. All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of the successors in interest of Owner. Upon the sale or division of the property described in Exhibit A the terms of this agreement shall apply separately to each parcel and the owner of each parcel shall succeed to the obligations imposed on Owner by this agreement.

2. COUNTY hereby grants permission to "Owner" to landscape and maintain the shaded area on the attached Exhibit "B".

3. "Owner" shall assume the defense and agree to save harmless and indemnify 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 of said shaded area for landscaping purposes.

4. "Owner" hereby agrees at its own expense to landscape and maintain the shaded area, that said landscaping shall be kept trim and shall not interfere with sight clearance for traffic on adjacent roadways, and that said landscaping shall not, in the judgement of the Road Commissioner, become a public eyesore.

5. In the event Owner fails to maintain any landscaping required to be maintained under this Agreement, County may, at its option, maintain the landscaping and collect all the costs from the owner.

K239-2108

STATE OF CALIFORNIA
COUNTY OF Alameda

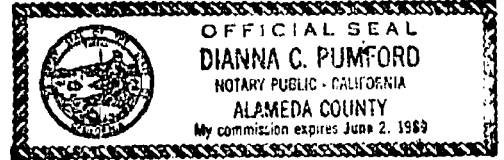
} ss. (INDIVIDUAL)

On this 3rd day of April, 19 87, before me, the undersigned, a Notary Public in and for said County, personally appeared Steve Mitchell

STAPLE HERE

personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same.
Witness my hand and official seal.

Dianna C. Pumford
Notary Public in and for said County and State



Dianna C. Pumford
Name (Typed or Printed)

(This area for official notarial seal)

3403 (R6/82)1

STATE OF CALIFORNIA

ss.

COUNTY OF SANTA CLARA

On this 2nd day of June, in the year '87 before me DIANNE MCKENNA, Deputy Clerk of the Board, personally appeared DIANNE MCKENNA, known to be the Chairperson of the Board of Supervisors of the County of Santa Clara and known to me to be the person who executed the within statement on behalf of said political subdivision and acknowledged to me that he/she executed the same.

Dorothy Roach
Deputy Clerk of the Board
DOROTHY ROACH
1987

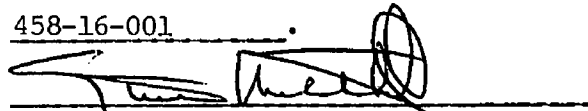
6. COUNTY reserves the right to rescind the permission granted herein upon the giving of a sixty (60) day written notice to "Owner"

7. Any notices required to be sent under the terms of this agreement shall be addressed as follows:

To COUNTY: Property Division
County of Santa Clara
Transportation Agency
1555 Berger Drive, Room 205
San Jose, CA 95112

To: "Owner" Great Western Savings & Loan
Branch Development
7600 Dublin Blvd.
Dublin, CA 94568
(415)727-4933

Page 3 - Landscape Agreement, A.P.N.: 458-16-001

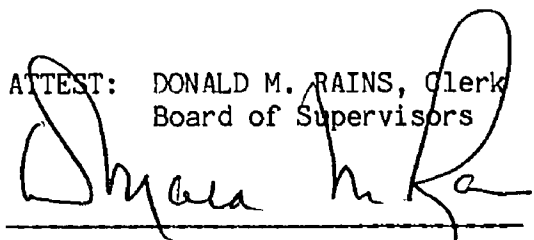


By: Steve Mitchell

Title: Regional Manager

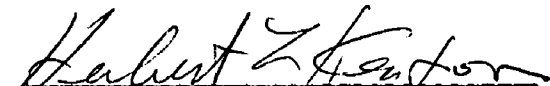
THIS SPACE FOR NOTARY FORM

Executed this date: JUN 2 1987

ATTEST: DONALD M. RAINS, Clerk
Board of Supervisors


COUNTY OF SANTA CLARA
by 
Chairperson, Board of Supervisors
DIANNE MCKENNA

APPROVED AS TO FORM AND LEGALITY:


Deputy County Counsel

WPDW04

VICINITY MAP

K 239 PAGE 2110

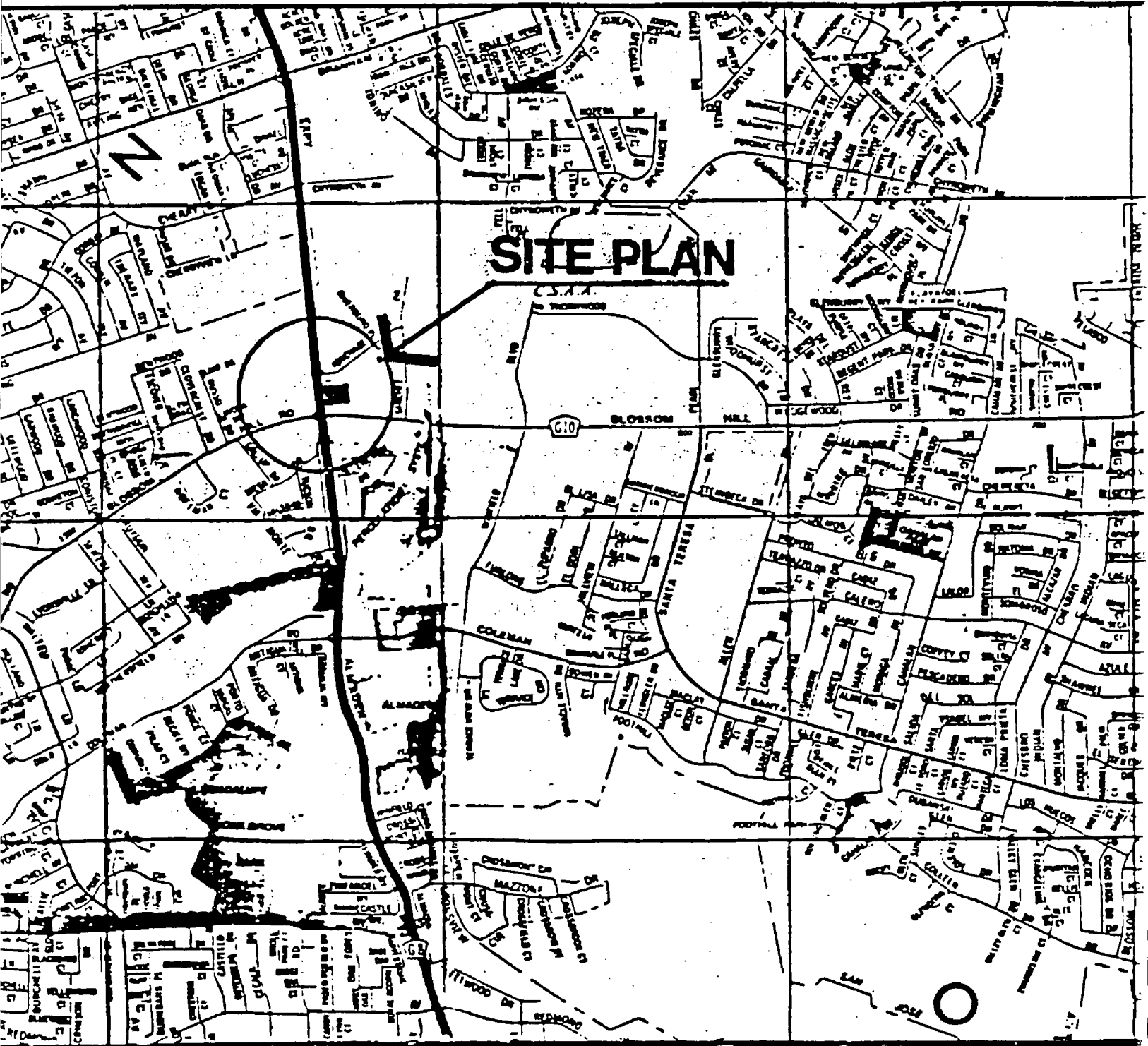


EXHIBIT A

GREAT WESTERN SAVINGS

5580 ALMADEN EXPRESSWAY
SAN JOSE, CA

Photographic image may be poor due to condition of original document.

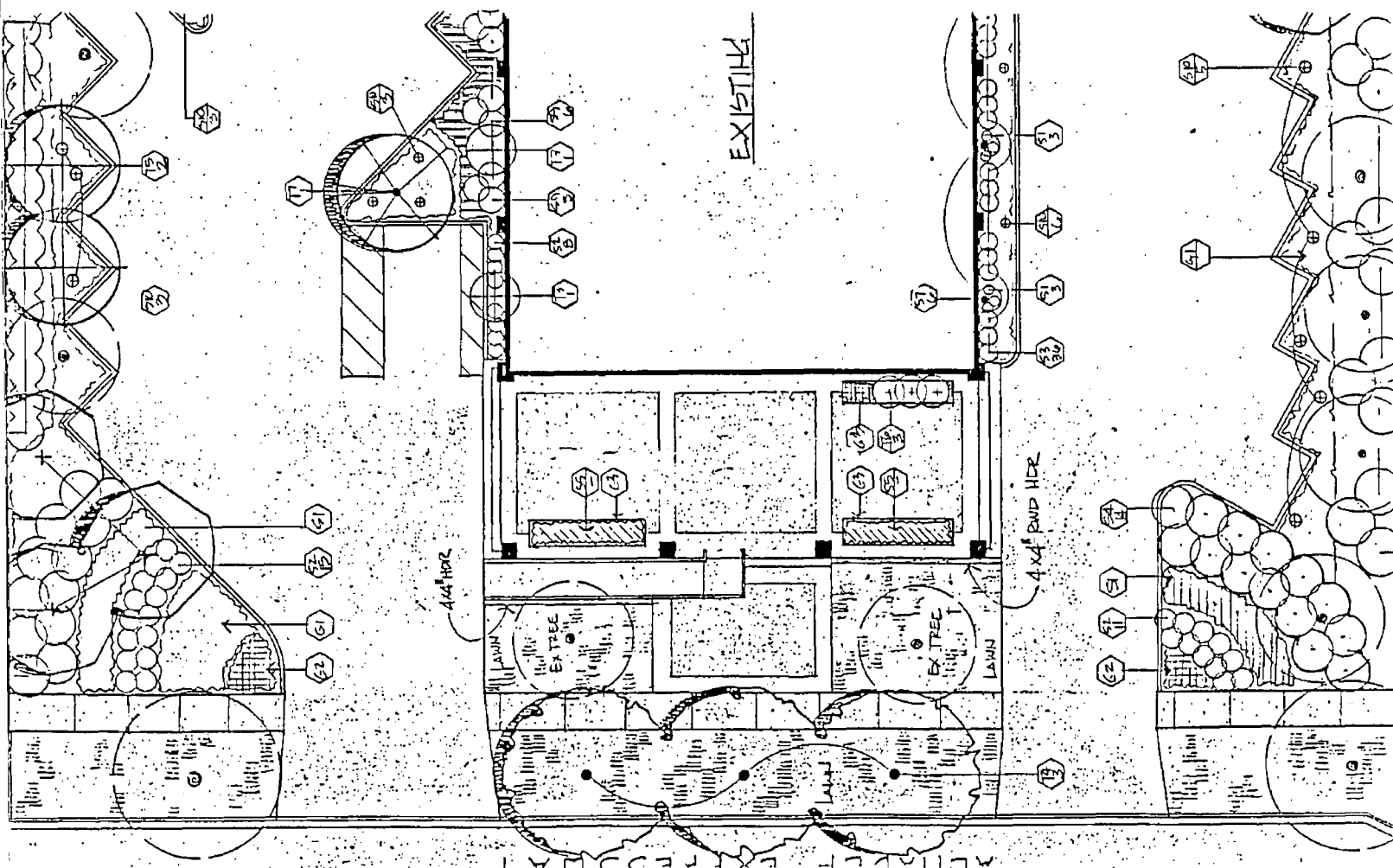


EXHIBIT B

Photographic image may be poor due to condition of original document.

KEY	BOTANICAL & COMMON NAME	QTY	SIZE
T1	SEBASTIA S. AFRICA BLUE!	10	24"X
T2	PISTACHIO, CHINESE	4	045X
T3	PODOLARUS MACHOPHYLLA	0	24"X
T4	PLATANUS ACERIFOLIA	3	24"X
T5	MAGNOLIA GUANABANA	2	045X
T6	ALAZAR MICROPHYLIA	5	15"X
T7	MATEUS PONDA	2	14"X
S1	CONDONASTERA CONGESTUS	180.C.	1 GAL
S2	RATHOLEPIS 'PINKY'	44	5 GAL
S3	TACHILOPIS PERMIUM JAMULIDES	30	5 GAL
S4	PITTOSPORUM T. 'VAREGATA'	51	5 GAL
S5	NAUCOMIA D. 'NANA CONACT'	22	5 GAL
S6	XIXONIA C. 'LAVACATA'	6	15 GAL
S7	PAXIS B. 'STRICTA'	19	5 GAL
S8	PITTOSPORUM TOBIIRA	30	5 GAL
S9	ZAMELLA 'SANTANA'	47	5 GAL
S10	BIETES BICOLOR	34	5 GAL
S11	BECAKUA FRABESII	11	11
S12	GROUND COVERS	11	11
G1	HEDERA H. 'HANNI'		
G2	'GAZANIA' 'MOONGLOW'		
G3	ANUGA R. 'ASTORQUEA'		
G4	COAST REDWOOD		
G5	CHINESE FIR		
G6	YEW PINE		
G7	LONDON PLANE TREE		
G8	SILVER MAGNOLIA		
G9	BOXLEAF AZALEA		
G10	MATTEN TREE		
G11	NON		
G12	INDIA HAZEL		
G13	STAR JASMINE		
G14	VARIEGATED PEIRIA		
G15	DWARF NANOINA		
G16	COMPACT XIXONIA		
G17	IRISH YEW		
G18	DEIRA		
G19	'JEAN MAY' CAPELLA		
G20	AFRICA PHS		
G21	ILLU		
G22	HAKUS IVY		
G23	HYBRID GALANINA		
G24	PURPLE CARPET BUCKLE		

PLANTING NOTES:

1. [Symbol] INDICATES PLANT KEY
2. [Symbol] INDICATES PLANT QUANTITY
3. SEC SPECIFICATIONS & DETAILS (SHTS 1-3 & 1-4) FOR SPECIFIC LAND DETAILS.
4. G. COVER TO BE PLANTED BY TRIANGULAR SPRINGS
5. PROTECT EXISTING PLANT MATERIAL DURING CONSTRUCTION.
6. SOIL LAWN TO BE EQUAL TO PACIFIC SOCS 'ROYAL RESERVE'
7. REPLANT EXISTING AGAPANTHUS AS SHOWN, ADD NEW IF DEAD
8. REMOVE EXISTING CONCRETE (AREAS WHERE NEW LAWN IS EXCAVATE & BRILL IN TOP SOIL AS REQUIRED)

K239 PAGE 2111

GREAT WESTERN SAVING
5580 ALMADEN EXPRESSWAY
SAN JOSE, CA

California



TRANSMITTAL MEMORANDUM

Prepared by D. Logan

Page 1 of 2

S.D. 1

Reviewed by R. Scott

Submitted by J. Reading

DATE: May 7, 1987

APPROVED: DIRECTOR fm

2 stamped approved transmittals to Dorothy Gullion, Attn: Donna Logan (Transportation Agency) - 6/29/87 djr

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

COUNTY BOARD OF SUPERVISORS: Agenda Date June 2, 1987 Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: EF FIGONE, PROPERTY, PLANNING AND PROPERTY

SUBJECT: LANDSCAPE AGREEMENT WITH GREAT WESTERN SAVINGS

RECOMMENDED ACTION:

Authorize the chairperson to execute the agreement between Great Western Savings and the County of Santa Clara for the installation and maintenance of landscape improvements on Almaden Expressway and Blossom Hill Road.

FISCAL IMPLICATIONS:

No expenditure of County funds is involved.

REASONS FOR RECOMMENDATION/BACKGROUND:

On a typical section of County expressway where access is restricted, the County is responsible for the installation of landscaping and maintenance of the landscaped areas. In some cases private companies located adjacent to these areas are allowed to landscape and maintain them with the approval of the County.

This landscape agreement, which is on the County's standard form, permits Great Western Savings to landscape and maintain the area shown on the Exhibit "B" attached to the agreement. Great Western Savings will assume liability for injury, death, loss, accident or damage to any persons or property arising out of the use of this area for landscaping purposes.

The County reserves the right to rescind this agreement after giving a sixty day written notice to Great Western Savings.

APPROVED BY THE BOARD OF SUPERVISORS
OF SANTA CLARA COUNTY JUN 2 1987
DONALD M. RAINS, Clerk of the Board
BY Dorothy Beech Deputy Clerk

DATE: May 7, 1987

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: June 2, 1987

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: LANDSCAPE AGREEMENT WITH GREAT WESTERN SAVINGS

CONSEQUENCES OF NEGATIVE ACTION:

The County would continue responsibility for maintenance of this area.

STEPS FOLLOWING APPROVAL:

The Clerk of the Board should return the original fully-executed agreement to the T/A Property Division. The Property Division will record the original and return it to the Board.

EAF:DL:kh

cc: S. Bruce, Design and Construction
R. Van Etten, Planning and Property

WPLD13



A.P.N. 458-16-001
PARCEL No. 1000-201

LANDSCAPE AND MAINTENANCE AGREEMENT BETWEEN

Great Western Savings & Loan

AND THE COUNTY OF SANTA CLARA

This is an agreement between Great Western Savings & Loan
hereinafter called "Owner" and the COUNTY OF SANTA CLARA,
hereinafter called "COUNTY".

WHEREAS, the COUNTY has the jurisdiction over the Roadway shown on the
map attached hereto as Exhibit "B"; and

WHEREAS, "Owner" desires to landscape and maintain the shaded
area at its own expense; and

WHEREAS, the Board of Supervisors of the County of Santa Clara finds and
determines that it is in the best public interest to grant the request
of "Owner";

NOW, THEREFORE, it is mutually agreed as follows:

1. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This agreement is an instrument affecting the title or possession of the real property described in Exhibit A. All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of the successors in interest of Owner. Upon the sale or division of the property described in Exhibit A the terms of this agreement shall apply separately to each parcel and the owner of each parcel shall succeed to the obligations imposed on Owner by this agreement.

2. COUNTY hereby grants permission to "Owner" to landscape and maintain the shaded area on the attached Exhibit "B".

3. "Owner" shall assume the defense and agree to save harmless and indemnify 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 of said shaded area for landscaping purposes.

4. "Owner" hereby agrees at its own expense to landscape and maintain the shaded area, that said landscaping shall be kept trim and shall not interfere with sight clearance for traffic on adjacent roadways, and that said landscaping shall not, in the judgement of the Road Commissioner, become a public eyesore.

5. In the event Owner fails to maintain any landscaping required to be maintained under this Agreement, County may, at its option, maintain the landscaping and collect all the costs from the owner.

STATE OF CALIFORNIA
COUNTY OF Alameda

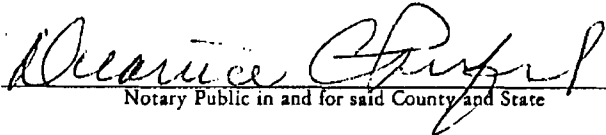
} ss.

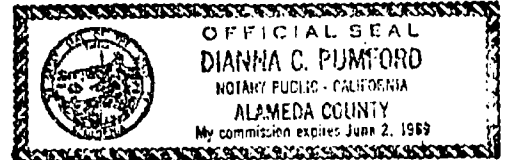
(INDIVIDUAL)

On this 3rd day of April, 1987, before me, the undersigned, a Notary Public in and for said County, personally appeared Steve Mitchell

STAPLE HERE

personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same.
Witness my hand and official seal.


Notary Public in and for said County and State



Dianna C. Pumford

Name (Typed or Printed)

(This area for official notarial seal)

3403 (R6/82)1

STATE OF CALIFORNIA

ss.

COUNTY OF SANTA CLARA

On this _____ day of _____, in the year _____ before me, Deputy Clerk of the Board, personally appeared _____, known to be the Chairperson of the Board of Supervisors of the County of Santa Clara and known to me to be the person who executed the within statement on behalf of said political subdivision and acknowledged to me that he/she executed the same.

Deputy Clerk of the Board

6. COUNTY reserves the right to rescind the permission granted herein upon the giving of a sixty (60) day written notice to "Owner"

7. Any notices required to be sent under the terms of this agreement shall be addressed as follows:

To COUNTY: Property Division
County of Santa Clara
Transportation Agency
1555 Berger Drive, Room 205
San Jose, CA 95112

To: "Owner" Great Western Savings & Loan
Branch Development
7600 Dublin Blvd.
Dublin, CA 94568
(415)727-4933

Page 3 - Landscape Agreement, A.P.N.: 458-16-001



By: Steve Mitchell

Title: Regional Manager

THIS SPACE FOR NOTARY FORM

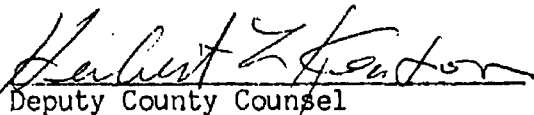
Executed this date: 4/3/87

COUNTY OF SANTA CLARA

by Chairperson, Board of Supervisors

ATTEST: DONALD M. RAINS, Clerk
Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:



Deputy County Counsel

WPDW04

VICINITY MAP

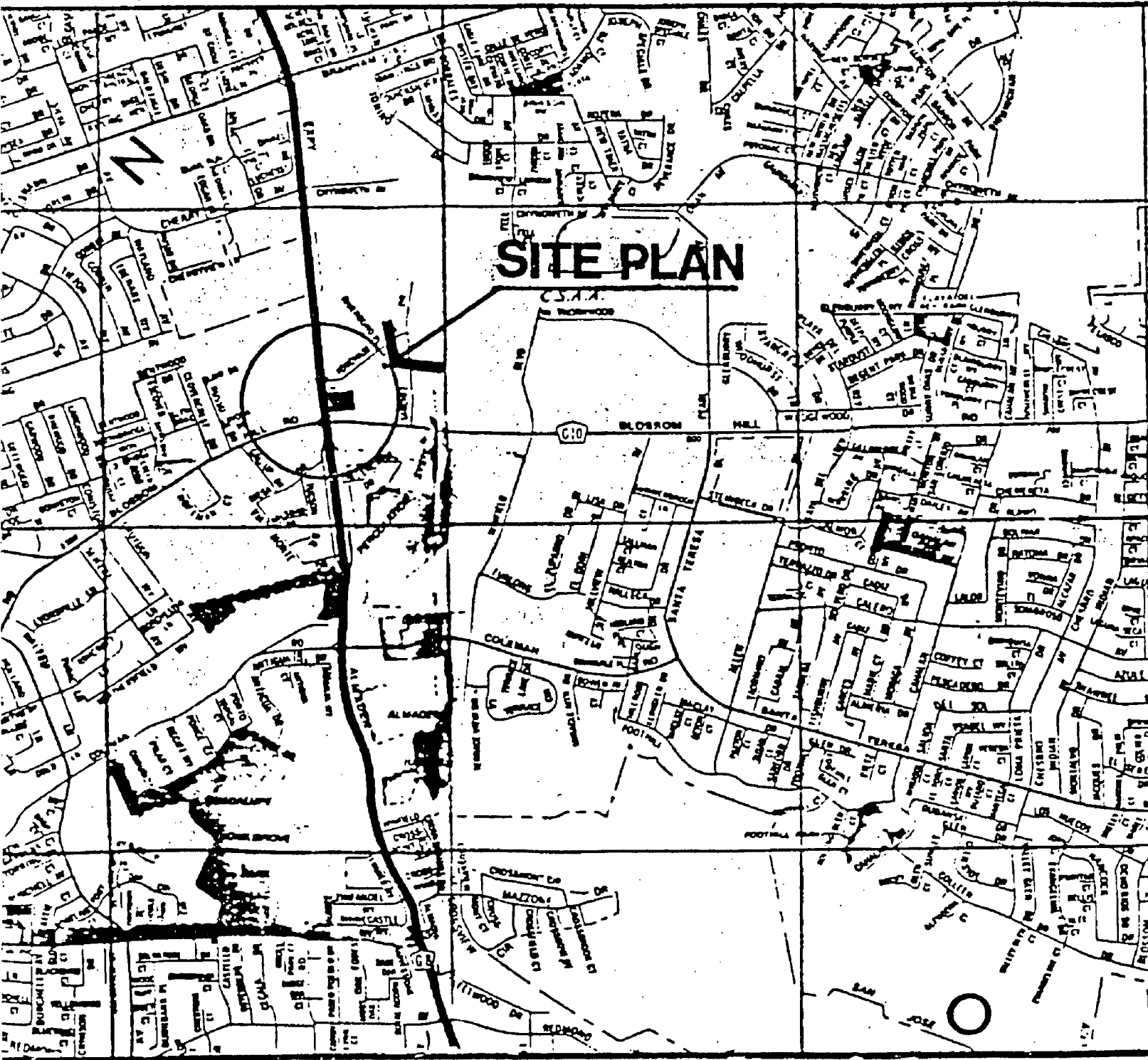


EXHIBIT A

GREAT WESTERN SAVINGS

5580 ALMADEN EXPRESSWAY
SAN JOSE, CA

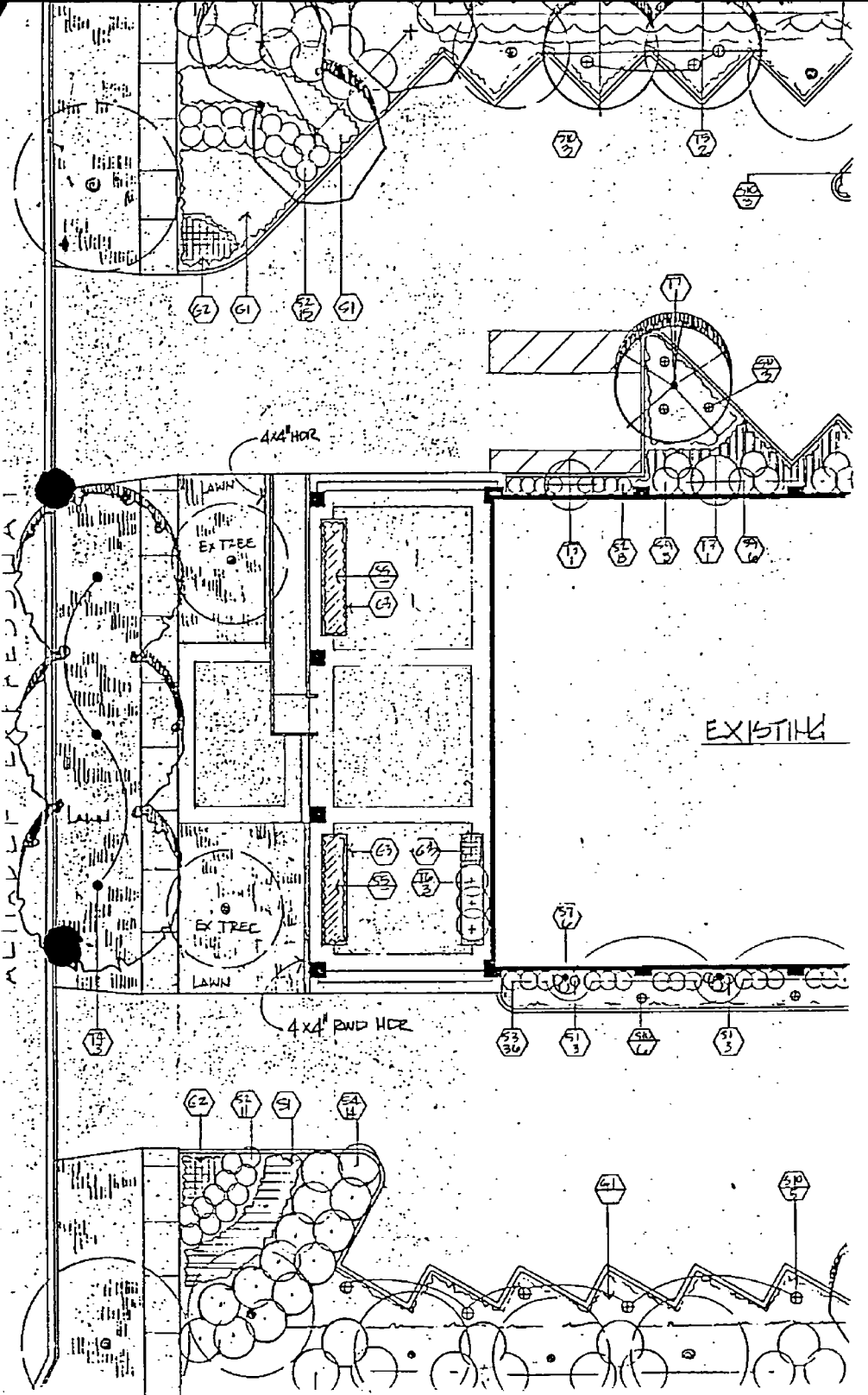


EXHIBIT B

KEY	BOTANICAL & COMMON NAME	QTY	SIZE
TREES			
T1	SEQUOIA S. 'APOS BLUE' - COAST REDWOOD	10	24" BX
T2	PISTACHIO CHINENSIS - CHINESE PITCHER	4	24" BX
T3	PODOCARPUS MACROPHYLLA - YEW PINE	8	24" BX
T4	PLATANUS ACERIFOLIA - LONDON PLANE TREE	3	24" BX
T5	MAGNOLIA GUANGSIANA - SAUCER MAGNOLIA	2	24" BX
T6	AZARA MICROPHYLLA - BOYLEAF AZARA	5	18" CAL
T7	MATELUS EDULIS - MATTEEN TREE	2	24" BX
SHRUBS			
S1	CONTONASTER CONGESTUS - NCN	180 c.	1 GAL
S2	RATHIOLEPIS I. 'PINKY' - INDIA HAZLEBUN	44	5 GAL
S3	TRACHELOSPERMUM JEMINACEA - STAR JASMINE	30	5 GAL
S4	PITTOSPERMUM T. 'VARIEGATA' - VARIEGATED TOEIRA	59	5 GAL
S5	NANONIA D. 'NANA COMPACTA' - DWARF NANONIA	—	5 GAL
S6	XYLISMA C. 'COMPACTA' - COMPACT XYLISMA	22	5 GAL
S7	PAKIS B. 'STRICTA' - IRISH YEW	6	15 GAL
S8	PITTOSPERMUM TOEIRA - TOEIRA	19	5 GAL
S9	CAMELLIA 'SASANUKA' - JAPAN MAY CAMELLIA	30	5 GAL
S10	PIETES BRIDGE - AFRICAN IRIS	47	5 GAL
S11	ESCALONIA FRANCESII - LILY	34	5 GAL
GROUND COVERS			
G1	HEDERA H. 'HANNI' - HANNING IVY	—	FLATS
G2	GAIANIA 'MOONGLOW' - HYBRID GAIANIA	—	"
G3	AUGIA B. 'ATOPURPUREA' - PURPLE CARPET BUXLE	—	"

PLANTING NOTES:

1. INDICATES PLANT KEY
 INDICATES PLANT QUANTITY
2. SEE SPECIFICATIONS & DETAILS (SHTS L-3 & L-4) FOR SPECIFICATIONS AND DETAILS.
3. G. COVER TO BE PLANTED W/ TRIANGULAR SPACING.
4. PROTECT EXISTING PLANT MATERIAL DURING CONSTRUCTION.
5. SOIL LAWN TO BE EQUAL TO PACIFIC SODS 'ROYAL FESCUE'.
6. REPLANT EXISTING ACAPANTHUS AS SHOWN (ADD NEW IF FEELING).
7. REMOVE EXISTING CONCRETE (SEE TAG WHERE NEW LAWN IS EXCAVATE & BRING IN TOP SOIL AS REQUIRED).

GREAT WESTERN SAVINGS

**5580 ALMADEN EXPRESSWAY
SAN JOSE, CA**