

A.P.N.: 581-11-19 # 20.

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LANDSCAPE AND MAINTENANCE AGREEMENT BETWEEN

Safeway Stores, Inc.

AND THE COUNTY OF SANTA CLARA

This is an agreement between Safeway Stores, Inc.

hereinafter called Safeway and the COUNTY OF SANTA CLARA,
hereinafter called "COUNTY".

WHEREAS, the COUNTY is the owner of the real property shown shaded
on the map attached hereto as Exhibit "A"; and

WHEREAS, Safeway 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 Safeway;

NOW, THEREFORE, it is mutually agreed as follows:

1. COUNTY hereby grants permission to Safeway to landscape
and maintain the shaded area on the attached Exhibit "A".

ORIGINAL

5/22/86 cja/kc
8803382
FILED FOR RECORD
AT REQUEST OF

COUNTY OF SANTA CLARA
JUN 29 9 23 AM '86
OFFICIAL RECORDS
SANTA CLARA COUNTY
LAURIE KANE
RECORDER

1 cc Transport Agency, Property Division; 1 cc Safeway Stores, Inc.

STATE OF CALIFORNIA

COUNTY OF Alameda

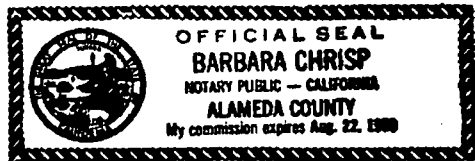
On this 30th day of January in the year 1986, before me

Barbara Chrisp, a Notary Public, State of California, duly commissioned and sworn, personally appeared Timothy C. Sheil,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to the within instrument, and acknowledged to me that X he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Alameda on the date set forth above in this certificate.

Barbara Chrisp
Notary Public, State of California
My commission expires 8/22/89



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Page 3 - Landscape Agreement, A.P.N.: 581-11-19#20.

[Signature]

By: Timothy Sheil

Title: Construction Representative

THIS SPACE FOR NOTARY FORM

Executed this date: MAY 20 1986

COUNTY OF SANTA CLARA

By Susanne Wilson
Chairperson, Board of Supervisors

ATTEST: DONALD M. RAINS, Clerk
Board of Supervisors

Phyllis A. Perez
Assistant Clerk
of the Board of
Supervisors

[Signature]

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Deputy County Counsel

WPYGO1

2. Safeway 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.

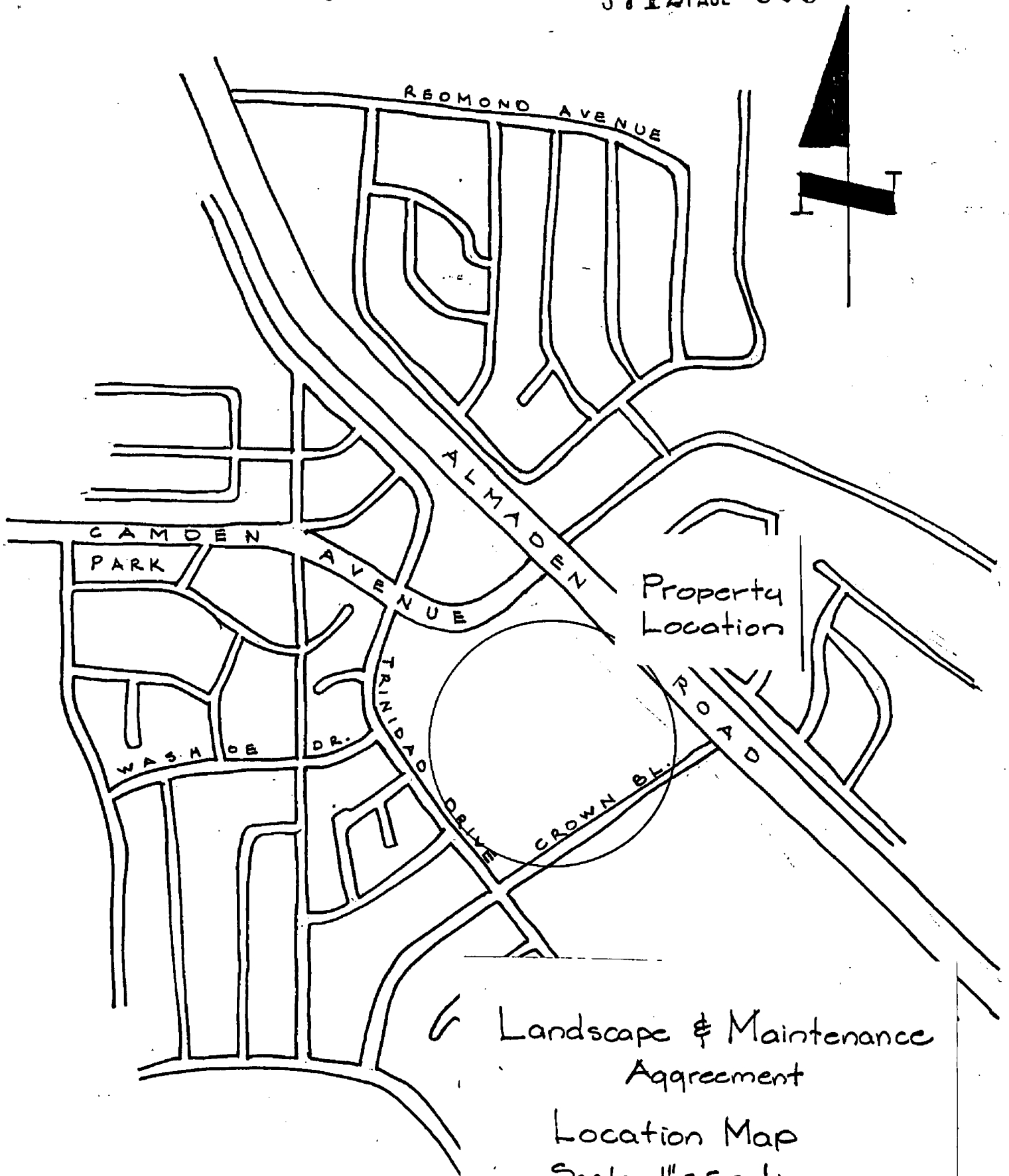
3. Safeway hereby agrees at its own expense to landscape and maintain the shaded area, that said landscaping shall be kept trim and shall not interfere with sight clearance for traffic on adjacent roadways, and that said landscaping shall not, in the judgement of the Road Commissioner, become a public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

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

5. 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: Safeway : Safeway Stores Inc.
Construction Department
47400 Kato Road
Fremont CA 94537



↳ Landscape & Maintenance Agreement

Location Map
Scale 1" = 500' ±

Log
Jas
4/16

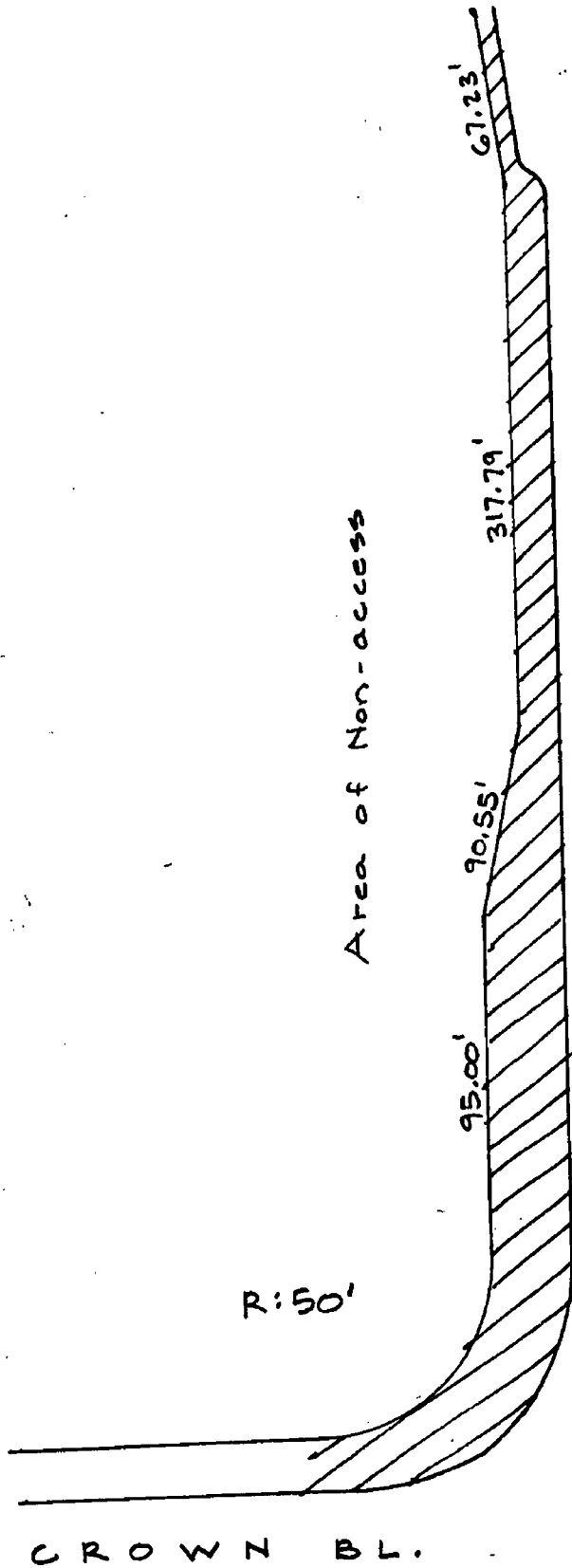


EXHIBIT "A"
no scale

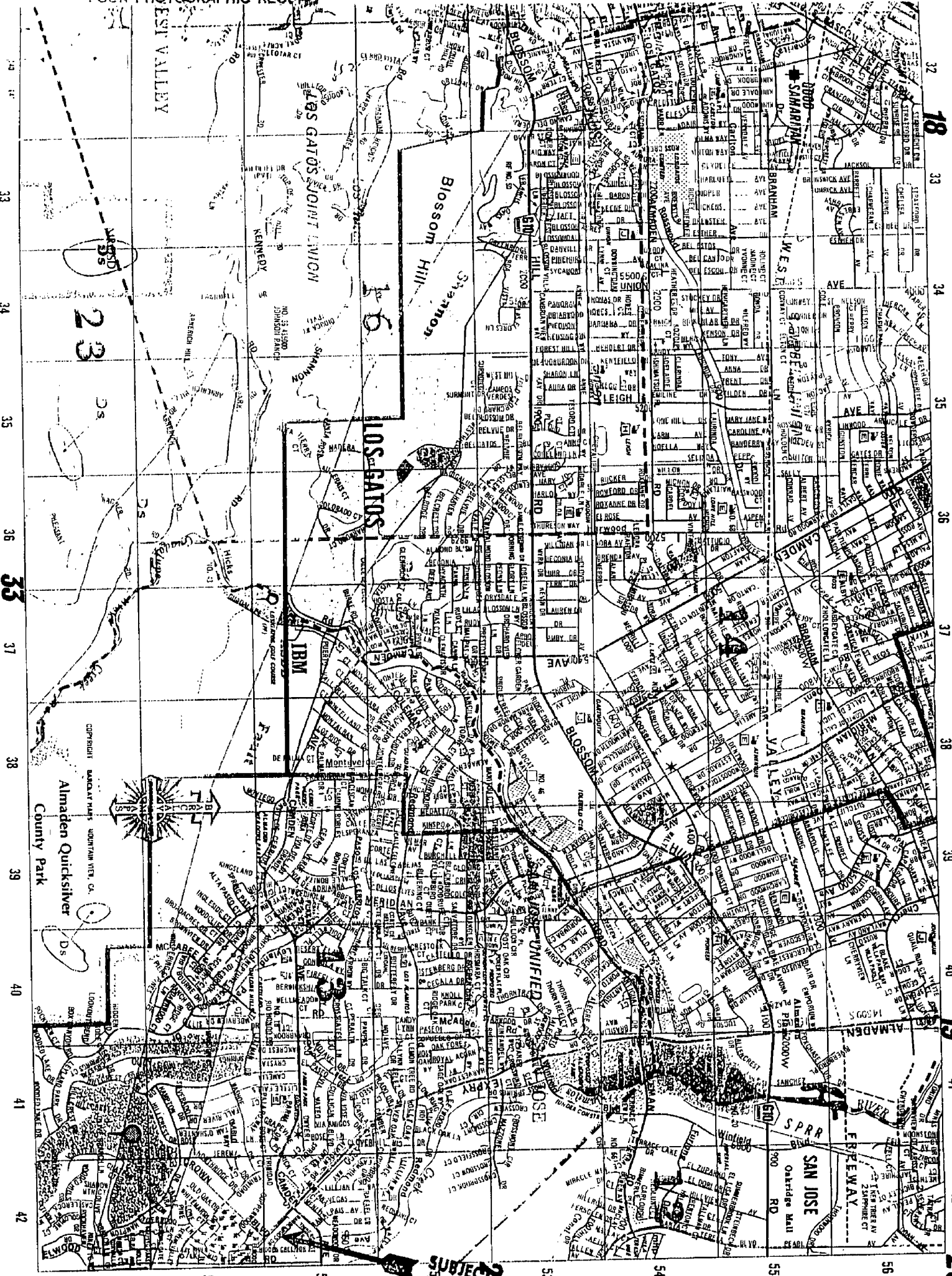
RECEIVED
Transportation Agency

APR 15 1986

Transportation Dev.

66 APR 15 12:32
TRANSPORTATION AGENCY

FAINT WRITING OR TYPING
OR CARBON COPIES MAKE
POOR PHOTOGRAPHIC RECORD



SUBJECTS
PROPERTY

County of Santa Clara
California

Susanne Wilson, District 1
Zoe Lofgren, District 2
Thomas L. Legan, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

May 22, 1986

Safeway Stores Inc.
Construction Department
47400 Kato Road
Fremont, CA 94537

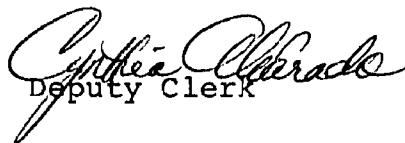
Subject: LANDSCAPE AND MAINTENANCE AGREEMENT BETWEEN SAFEWAY STORES, INC.
AND THE COUNTY OF SANTA CLARA

Enclosed you will find 1 fully executed copy/copiesx
of the subject agreement/~~contract/lease~~x between the
County of Santa Clara and the party named above. The
Board of Supervisors at its regularly scheduled meeting on
May 20, 1986, approved this agreement/~~contract/x~~
~~lease~~x on behalf of the County.

The enclosed is for your information and files.

Very truly yours,

BOARD OF SUPERVISORS
DONALD M. RAINS, CLERK


Deputy Clerk

DMR: cja

Enclosures

California



TRANSMITTAL MEMORANDUM

Prepared by F. Jordan

Page 1 of 2

S.D. 1

Reviewed by S. Bruce *SB*

JM Submitted by J. Reading

DATE: April 28, 1986

APPROVED: DIRECTOR *Jm*

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

COUNTY BOARD OF SUPERVISORS: Agenda Date May 20, 1986 Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: *ef* FIGONE, PROPERTY, TRANSPORTATION DEVELOPMENT

SUBJECT: LANDSCAPE AGREEMENT BETWEEN SAFEWAY STORES, INC. AND THE COUNTY OF SANTA CLARA

RECOMMENDED ACTION:

Authorize the chairperson to execute the agreement between Safeway Stores and the County of Santa Clara for the installation and maintenance of landscape improvements located on Almaden Road at Crown Boulevard in the City of San Jose.

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 Safeway Stores to landscape and maintain the area shown on the Exhibit "A" attached to the agreement. Safeway Stores 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 Safeway Stores.

ORIGINAL

mep
MAY 20 1986

DATE: April 28, 1986

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: May 20, 1986

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: LANDSCAPE AGREEMENT BETWEEN SAFEWAY STORES, INC. AND
THE COUNTY OF SANTA CLARA

CONSEQUENCES OF NEGATIVE ACTION:

The County would continue responsibility for maintenance of this area.

STEPS FOLLOWING APPROVAL:

The original fully-executed agreement will be returned to the Property Division of the Transportation Agency. The agreement will then be forwarded to the County Recorder's Office for recordation and subsequently returned to the Clerk of the Board.

EAF:FJ:kr

cc: S. Bruce, Trans. Dev.
D. Collen

WPLF18

