

3/5/85: 1 original (one to be returned) to TA/Property; 3/26/85 item returned.

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FILED FOR RECORD  
AT REQUEST OF  
*Br. J. Spravo.*  
MAR 7 11 27 AM '85

A.P.N.: 459 06 43

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE A MANN  
REGISTRAR RECORDER

LANDSCAPE AND MAINTENANCE AGREEMENT BETWEEN  
LOWELL HOUGHTON/MERRY OLDSMOBILE  
AND THE COUNTY OF SANTA CLARA

This is an agreement between Lowell Houghton  
hereinafter called Owner 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, 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. COUNTY hereby grants permission to Owner to landscape  
and maintain the shaded area on the attached Exhibit "A".

ORIGINAL

FEB 26 1985

2. 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.

3. 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.

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

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: Owner : Lowell Houghton  
Merry Oldsmobile  
525 South Market Street  
San Jose, CA

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

ss.

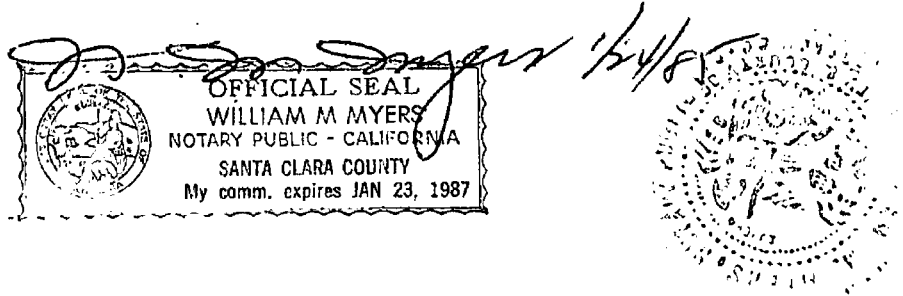
On this 26<sup>th</sup> day of February, in the year 1985  
before me Deputy Clerk of the Board, personally appeared  
Red Duran, known to be to be Chairperson  
of the Board of Supervisors of the County of Santa Clara and  
known to me to be the person who executed the within statement  
on behalf of said political subdivision and acknowledged to me  
that he/she executed the same.

  
Deputy Clerk of the Board



Page 3 - Landscape Agreement, A.P.N.: 459 06 43

MERRY OLDSMITH  
By: [Signature]  
Title: President



THIS SPACE FOR NOTARY FORM

Executed this date: FEB 26 1985

COUNTY OF SANTA CLARA

By [Signature]  
Rod Diridon Chairperson, Board of Supervisors

ATTEST: DONALD M. RAINS, Clerk  
Board of Supervisors

[Signature: Donald M. Rains]

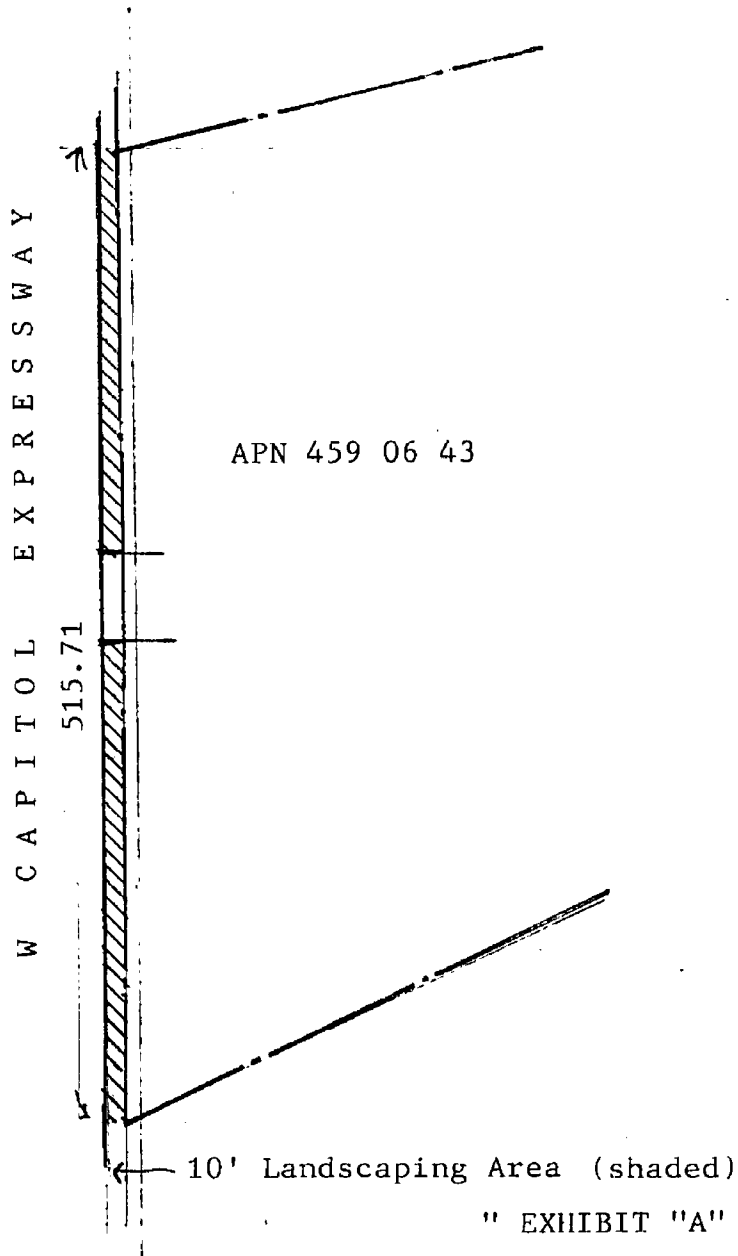
APPROVED AS TO FORM AND LEGALITY:

[Signature: Herbert Z. ...]  
Deputy County Counsel

WPYGO1

MERRY OLDSMOBILE  
980 W. Capitol Expressway  
San Jose, CA

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**RECEIVED**

FEB 01 1985

TA - HUMAN RESOURCES  
DEVELOPMENT

RECEIVED  
BOARD OF SUPERVISORS

85 MAR 25 12:22

COUNTY OF  
SANTA CLARA

California

TRANSMITTAL MEMORANDUM

Prepared by F. Jordan

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S.D. 1 & 2

*pm* Reviewed by S. Bruce

*pm* Submitted by L. Montini

DATE: February 5, 1985

*906* APPROVED: DIRECTOR *Ln*

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

COUNTY BOARD OF SUPERVISORS: Agenda Date February 26, 1985 Item No. \_\_\_\_\_

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

FROM: *ef* FIGONE, PROPERTY, TRANSPORTATION DEVELOPMENT

SUBJECT: LANDSCAPE AGREEMENT WITH LOWELL HOUGHTON

RECOMMENDED ACTION:

Authorize the chairperson to execute the agreement between Lowell Houghton and the County of Santa Clara for the installation and maintenance of landscape improvements on Capitol Expressway north west of Pearl Avenue.

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 Lowell Houghton to landscape and maintain the area shown on the Exhibit "A" attached to the agreement. Lowell Houghton 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 Lowell Houghton.

DATE: February 5, 1985

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: February 26, 1985

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: LANDSCAPE AGREEMENT WITH LOWELL HOUGHTON

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.

WPLF18

