

Return to Transportation Agency
Attn: Ernest A. Figgone, Jr.

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FILED FOR RECORD
AT REQUEST OF
Transportation Agency
JUL 21 10 54 AM '82

County of Santa Clara
Transportation Agency
1555 Berger Dr., Bldg. #2, Rm. 205
San Jose, CA. 95112

AGREEMENT BETWEEN ARCADIA DEVELOPMENT COMPANY
AND THE COUNTY OF SANTA CLARA

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE A. MANN
REGISTRAR RECORDER

This is an agreement between Arcadia Development Company hereinafter called "Arcadia" and the COUNTY OF SANTA CLARA, hereinafter called "COUNTY".

CG15 PAGE 18

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

WHEREAS, "Arcadia" desires to landscape and maintain the area shaded in blue at his 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 "Arcadia";

NOW, THEREFORE, it is mutually agreed as follows:

1. COUNTY hereby grants permission to "Arcadia" to landscape and maintain the area shaded in blue on the attached Exhibit "A".
2. "Arcadia" hereby agrees at his own expense to landscape and maintain the area shaded in blue, and that said landscaping shall be kept trim and shall not interfere with sight clearance for traffic on Central Expressway.
3. "Arcadia" 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 area shaded in blue for landscaping purposes.

cc: Property Div. TA, Arcadia Development, Counsel

RECEIVED

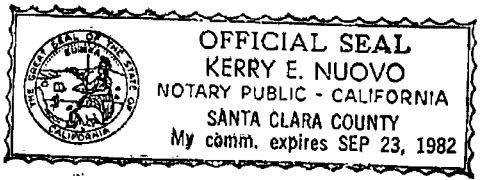
JAN 7 4 41 PM '33

COUNTY OF
SANTA CLARA

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss

On this 11th day of May, 19 82, before me,
Kerry E. Nuovo, a Notary Public in and for the
said County and State, residing therein, duly commissioned and sworn, personally appeared Eli Reinhard, known to me to be the President, and ~~_____~~, known to me to be the ~~_____~~ of Arcadia Development Co., the corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.



Kerry E. Nuovo
Notary Public in and for the County of
Santa Clara, California

G915 p920

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

Dated this 11th day of May, 1982 .

Signed: Arcadia Development Co.
Title: By: William, Pres.

COUNTY OF SANTA CLARA

BY [Signature]
Chairperson, pro tempore DAN-MC CORQUODALE

ATTEST: DONALD M. RAINS, Clerk
Board of Supervisors
[Signature]

JUL 13 1982

APPROVED AS TO FORM:

[Signature]
Assistant County Counsel
4-5-82



CAPITOL

601.76

240 ±

20 ±

190 ±

393.62'

411.93'

15' STORM SEWER EASEMENT

200' ±

3.04'

SCALE: 1" = 100'

SITE

LOT 1

AMBERWOOD

10.911 Ac.

ASSESSOR'S PARCEL Nos. 462-43-11;
462-45-5; 462-45-6

NOT SUBJECT TO 100 YEARS FLOOD

435.00'

Sta County Ped Ramp

76.72'

10'

713.15'

Ex. Curb & Gutter

130'

65'

55'

65'

55'

SNELL

Sta 0+00

EXHIBIT "A"

California

JUL 13



COUNTY EXECUTIVE OFFICE

TRANSMITTAL MEMORANDUM

S.D. 1

Page 1 of 1

DATE: June 18, 1982

COUNTY BOARD OF SUPERVISORS: Agenda Date July 13, 1982 Item No. _____

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____

TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

FROM: FIGONE, PROPERTY, TRANSPORTATION DEVELOPMENT

SUBJECT: AGREEMENT BETWEEN ARCADIA DEVELOPMENT COMPANY AND THE COUNTY OF SANTA CLARA FOR INSTALLATION AND MAINTENANCE OF LANDSCAPE IMPROVEMENTS ON CAPITOL EXPRESSWAY, PARCEL NUMBER 1000-136

RECOMMENDED ACTION:

Authorize chairperson to execute the agreement.

No expenditure of County funds is involved.

REASONS FOR RECOMMENDATION AND BACKGROUND:

On a typical section of County expressway where access is restricted, the County is responsible for landscaping and maintenance. In some cases private companies or other local jurisdictions are allowed to landscape and maintain those landstrip areas with approval of a landscape agreement.

The proposed agreement permits the Arcadia Company to landscape and maintain the above-referenced landstrip area and requires them to assume liability for injury, death, loss, accident or damage to any persons or property arising out of said area.

The County reserves the right to rescind the agreement upon giving a sixty(60) day written notice to the owner.

CONSEQUENCES OF NEGATIVE ACTION:

The County will be responsible for maintenance of the parcel.

STEPS FOLLOWING APPROVAL:

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

APPROVED: DIRECTOR

EAF:SLW:kr

COUNTY EXECUTIVE _____ cc: S. Bruce, Trans. Dev.

DM
EF
RKW



County of Santa Clara

California

Susanne Wilson, District 1
Zoe Lofgren, District 2
Dan McCorquodale, District 3
Rod Diridon, District 4
Rebecca G. Morgan, District 5

July 19, 1982

Arcadia Development Co.
1500 East Hamilton Ave.
Campbell, California 95008

Subject: Agreement with: Arcadia Development Co.
for: Installation and Maintenance of
Landscape Improvements on Capitol Expressway
Agenda: July 13, 1982, Item #10

Enclosed you will find a fully executed copy of the subject agreement between the County of Santa Clara and the party named above. The Board of Supervisors at its regularly scheduled meeting on July 13, 1982 approved this agreement on behalf of the County.

The enclosed copy is for your records.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

Margaret J. Smith
Deputy Clerk

DMR:am
Enclosure

AGREEMENT BETWEEN THE COUNTY OF SANTA
CLARA AND ARCADIA DEVELOPMENT COMPANY FOR IMPROVEMENTS
ON CAPITOL EXPRESSWAY

This agreement, made and entered into this OCT 20 1980 day of _____, 1980 by and between Arcadia Development Company (hereinafter called "Developer") and the County of Santa Clara, a political subdivision of the State of California (hereinafter called "County").

WITNESSETH:

WHEREAS, developer desires to make extensive on-site improvements on the property at the southeasterly corner of Snell Avenue and Capitol Expressway.

WHEREAS, County of Santa Clara requires certain improvements within Capitol Expressway at the intersection of Capitol Expressway with Snell Avenue to mitigate the effects of the increased traffic, caused by the development.

WHEREAS, it is in the public interest of orderly and economic construction practices to complete said improvement under an agreement between developer and County.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants and agreements, and subject to the terms, conditions and provisions hereinafter set forth, the parties do hereby agree as follows:

1. Scope of Project. The scope of the project consists of:
 - a. Constructing a new median island at the easterly approach of the Capitol Expressway-Snell Avenue intersection for approximately 537.50 feet and varying in width from five to eleven feet.
 - b. Constructing pavement of a variable width to accommodate double left turn lanes approximately 400 feet long plus 120 feet of taper, northerly and adjacent to the new median island.
 - c. Install signing and remove pavement striping as required on Capitol Expressway.
 - d. Modify existing signal at Snell Avenue and Capitol Expressway as required by County to accommodate the newly constructed double left turn lanes on Capitol Expressway and installation of Pedestrian Signal Equipment in conformance with the approved plans. These traffic signal modifications include, but are not limited to, under-

ground conduits, signal standard relocation, pullbox replacement, loops, and pedestrian signal installation.

- e. Modify four channelization islands to accommodate the handicapped and install pedestrian ramps at curb returns.
2. Public Hearings and Environmental Statements. Developer shall be responsible for the preparation of all environmental statements that may be required for said project by existing legislation and shall assure the County that all necessary public hearings will be or have been conducted.
 3. Plans, Specifications and Estimates.
 - a. Developer shall prepare final plans and specifications for all roadway work including drainage within Capitol Expressway, as outlined in Section 1 of this agreement. Such plans and specifications shall conform to County standards, policies and procedures. County approval on all plans and specifications will be required and all work by developer is subject to an encroachment permit.
 - b. Developer will prepare final plans and specifications for the modification of the existing traffic signal at Capitol Expressway and Snell Avenue, including, but not limited to, underground conduits, safety lighting and inductor loops. County will check plans for all improvements installed under this agreement for conformance with County Standards.
 - c. County will provide inspection of all work within Capitol Expressway. In addition, in consideration for the engineering and inspection work performed by County, developer agrees to pay to County:
 - a. An inspection fee for all improvements installed under this agreement in the lump sum amount of \$5,000.00 which represents approximately 10% of the estimated construction costs.
 - b. A plan checking fee in the lump sum amount of \$1,000.00.
 4. Payment. Within 30 days after execution of this agreement, developer shall pay County the sum of \$6,000.00 in full payment of all plan check and inspection fees in the County right of way.
 5. Insurance. Developer shall take out and maintain during the term of this agreement a separate policy of insurance naming as additional insured the County of Santa Clara and the members of the Board of Supervisors of the County of Santa Clara, individually and collectively, and the officers, agents and employees of the County of Santa Clara. Said policy shall provide coverage to the above named insured for all activities or omissions of Lessee or supervisory acts of the officers and employees of the County of Santa Clara with respect to this lease. Said policy shall insure both bodily injury to the limits of Five Hundred Thousand Dollars (\$500,000.00) for each person and Five Hundred Thousand Dollars (\$500,000.00) for each

occurrence, and property damage to the limit of Fifty Thousand Dollars (\$50,000.00) for each occurrence with an aggregate amount of not less than Two Hundred Thousand Dollars (\$200,000.00); and said policy shall provide that the coverage afforded shall be primary coverage to the full limit of liability stated in the declarations; and if the County of Santa Clara, its members of the Board of Supervisors, individually and collectively, and the officers, agents and employees of the County of Santa Clara, individually and collectively, have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.

6. Indemnity. The developer shall assume the defense and indemnify, and save harmless the County, its officers, agents and employees, from every expense, liability or payment by reason of injury "including death" to persons, to damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the developer, his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in anyway from the work called for by this agreement, on any part of the premises, including the performance or nonperformance of the work. This provision shall not be deemed to require the developer to indemnify the County against the liability for damage arising from the sole negligence to willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.
7. Ownership. Upon completion of the work, County shall become the sole owner of all improvements constructed by developer under this agreement.
8. Maintenance. Upon completion of the work, County shall maintain at its own cost all improvements constructed under this agreement.
9. Developer shall solicit bids and award the contract. All costs of construction of the improvements installed under this agreement shall become the sole obligation of the Developer; County is not responsible to pay for any portion of such costs.
10. Developer agrees to meet his obligation to his contractor and make prompt payments for all labor and materials being part of the improvements installed under this agreement, so that the County is held harmless and without liability to said parties. Developer agrees to defend and indemnify County in the event County should suffer suit at law or damages of any kind as a result of Developer's failure to meet his obligations.

IN WITNESS WHEREOF, County has executed this agreement as of OCT 20 1980

COUNTY OF SANTA CLARA

By *Dan McCorquodale*
Chairperson, Board of Supervisors
DAN MC CORQUODALE

ATTEST:

DONALD M. RAINS, Clerk
Board of Supervisors

Donald M. Rains

IN WITNESS WHEREOF, Developer has executed this agreement as of
8-28-80

Arcadia Development Company

By: *Richard P. ...*

By: _____

APPROVED AS TO FORM:

Herbert Kent

GLP/ko

WMS



TRANSMITTAL MEMORANDUM

S.D. 1

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DATE: October 6, 1980

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COUNTY BOARD OF SUPERVISORS: Agenda Date October 20, 1980 Item No. _____
 TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____
 TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

JOB
FROM: LOU MONTINI, TRANSPORTATION DEVELOPMENT

SUBJECT: AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE ARCADIA DEVELOPMENT COMPANY FOR IMPROVEMENTS ON CAPITOL EXPRESSWAY

Recommended Action

Approve the attached agreement. There are no additional net costs to the County.

Reasons for Recommendation

Nearly \$100,000 of improvements to a heavily congested expressway intersection will be made at no cost to the County.

Background

As part of a large development on the southeast corner of Capitol Expressway and Snell Road, the developer is being required, at his own expense, to make certain improvements to the Capitol Expressway/Snell Road intersection, including installing double left turn lanes and modifications to the existing intersection. These improvements will help mitigate the effects of increased traffic and congestion caused by the proposed development.

Consequences of Negative Action

The County of Santa Clara, at the taxpayers' expense, will have to make similar improvements to this intersection.

APPROVED: DIRECTOR *JHG/MAO*
COUNTY EXECUTIVE _____

SEP 20 1980
mf

DATE: September 30, 1980

COUNTY BOARD OF SUPERVISORS AGENDA DATE: October 20, 1980

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: RESOLUTION OF INTENTION TO ESTABLISH AN UNDERGROUND UTILITY
DISTRICT AT THE INTERSECTION OF CAPITOL EXPRESSWAY AND
CUNNINGHAM AVENUE

Consequences of Negative Action

The District would not be formed. The overhead utilities would remain overhead.

Steps following Approval

When executed the Clerk of the Board should notify all utility companies within the proposed district of the public hearing set for November 17, 1980. The letters necessary to notify these parties are attached.

LM:DHB:vlt

attachments

