

AGREEMENT BETWEEN COUNTY OF SANTA CLARA
AND WILLIAM LYON DEVELOPMENT CO., INC.,
RELATING TO PAYMENT OF COSTS OF IMPROVE-
MENTS FOR CAPITOL EXPRESSWAY

This is an agreement between COUNTY OF SANTA CLARA, hereinafter referred to as "County," and WILLIAM LYON DEVELOPMENT CO., INC., hereinafter referred to as "Developer."

WHEREAS, County plans to improve a portion of Capitol Expressway lying between Story Road and Bayshore freeway (Route 101); and

WHEREAS, Developer desires to construct a masonry wall adjacent to Capitol Expressway between Silver Creek Road to a point approximately 1000 feet northeast of Silver Creek Road; and

WHEREAS, County would, under its plans and specifications, place a chain link fence in said area proposed for said masonry wall, and that said masonry wall would eliminate the need for said chain link fence; and

WHEREAS, County and Developer desire to share the costs of said masonry wall, and agree to do the following:

(1) PLANS AND SPECIFICATIONS

Developer shall prepare construction plans for the masonry wall and shall submit said plans, together with engineering calculations, to County for approval.

(2) DEDICATION OF EASEMENT

Developer shall dedicate to County a five (5) foot permanent slope easement necessary to construct such masonry wall. This easement shall be located adjacent to and southerly of the existing Capitol Expressway right of way line.

(3) CONSTRUCTION OF MASONRY WALL

After approval of plans by County, Developer shall award a construction contract and construct the masonry wall at its own expense.

1 - Wm. LYON DEV.
2 - PUBLIC WORKS
1 - COUNTY COUNSEL
1 - FINANCE

JUL 28 1970 *(m)*

(4) PAYMENT BY COUNTY

County shall pay to Developer within thirty (30) days after execution of this agreement by County the sum of \$2017.00. This sum represents the cost to County of a chain link fence in the area proposed for the masonry wall.

(5) INDEMNIFICATION

In connection with the construction of the masonry wall, Developer hereby expressly agrees to indemnify and hold harmless the County, its officers and employees, from any and all loss or damage, and from any and all liability for any and all loss or damage, and from any and all suits, actions or claims filed or brought by any and all persons because of or resulting from the doing of Developer, its agents, contractors and employees, of any and all things required by this agreement or because of or arising or resulting from the failure or omission of Developer, its agents, contractors or employees, to do any and all things necessary to and required by this agreement, or arising or resulting from any dangerous or defective condition arising or resulting from any of the above said actions or omissions of Developer, its agents, contractors or employees, or arising or resulting from any dangerous or defective condition arising or resulting from any negligence on the part of Developer, its agents, contractors or employees in connection with said work.

(6) MAINTENANCE OF MASONRY WALL

After completion of the masonry wall, and after approval by County that the masonry wall has been constructed according to plans and specifications, title to said masonry wall shall vest in County, and County shall have the responsibility to

maintain the masonry wall thereafter.

This agreement is executed by Developer on July 13, 1970,
1970.

WILLIAM LYON DEVELOPMENT CO., INC.

By Robert Moon / Robert Moon
Vice President
Vice-President
Title

By Carolyn Ingels / Carolyn Ingels
Assistant Secretary
Title

This agreement is executed by County on JUL 28 1970,
1970.

COUNTY OF SANTA CLARA

By Victor Calvo
Chairman, Board of Supervisors

APPROVED AS TO FORM:

WILLIAM M. SIEGEL, County Counsel

By Herald Thompson
Assistant County Counsel

Dated: June 24, 1970.

GJT:bc

WHITE - Controller
CANARY - County Executive
PINK - Central Service or
GOLD. ROD - County Engineer
GREEN - File

No. _____

Job No. _____

Change Order No. _____

8.

BOARD OF SUPERVISORS
SANTA CLARA COUNTY

DATE July 28, 1970

Agreement

The following ~~agreement was approved by the Board of Supervisors~~ was approved by the Board of Supervisors at a meeting held:

_____ July 20 _____, 19 70

Project to be charged to Agreement between County of Santa Clara and William Lyon Development Co., Inc. relating to Payment of Costs of Improvements for Capitol Expressway

For the amount of \$ 2,017.00 - See Agreement

Contractor William Lyon Development Co., Inc., 200 Blossom Hill Rd., San Jose, Ca.

Completion Date See Agreement

Budget Item _____ (for Controller's use)

Donald M. Rains ~~William Lyon Development Co.~~
Assistant Clerk of the Board

DMR:dc

County of Santa Clara

California

Sig Sanchez, *District 1*
Dominic L. Cortese, *District 2*
Charles A. Quinn, *District 3*
Ralph H. Mehrkens, *District 4*
Victor Calvo, *District 5*

July 29, 1970

William Lyon Development Co., Inc.
200 Blossom Hill Road
San Jose, California

Subject: Agreement with William Lyon Development Co., Inc.

FOR Payment of Costs of Improvements for
Capitol Expressway

Dear Sir:

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 28, 1970 approved this agreement on behalf of the County.

The enclosed copy is for your records.

Very truly yours,

BOARD OF SUPERVISORS
Mrs. Jean Pullan, Clerk

By _____
Deputy Clerk

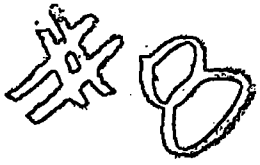
JP:dc
Encl.

TRANSMITTAL MEMORANDUM

S.D. 2

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DATE: July 15, 1970



FOR: BOARD OF SUPERVISORS AGENDA OF July 28, 1970

FROM: MONTINI, ENGINEERING, PUBLIC WORKS

TITLE: AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND WILLIAM LYON
DEVELOPMENT RELATING TO PAYMENT OF COSTS ON CAPITOL EXPRESSWAY

DESCRIPTION:

The County plans to improve Capitol Expressway between Story Road and Bayshore Freeway and the developer plans to construct a masonry wall adjacent to Capitol Expressway between Silver Creek Road and 1,000 feet northeast of Silver Creek Road.

Construction of the decorative masonry wall will eliminate the need for a chain link fence which the County had planned to install at this location. The attached agreement provides for a payment by the County to the developer in the amount estimated to be the cost to County for constructing a chain link fence. This amount is \$2,017.

In addition to providing an aesthetic barrier, the wall also will substantially reduce the transfer of noise and dust from the expressway to the adjacent homes.

Approval is recommended.

LM:WS:vlh

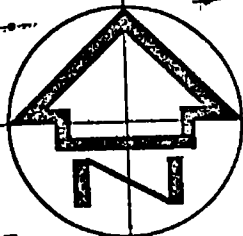
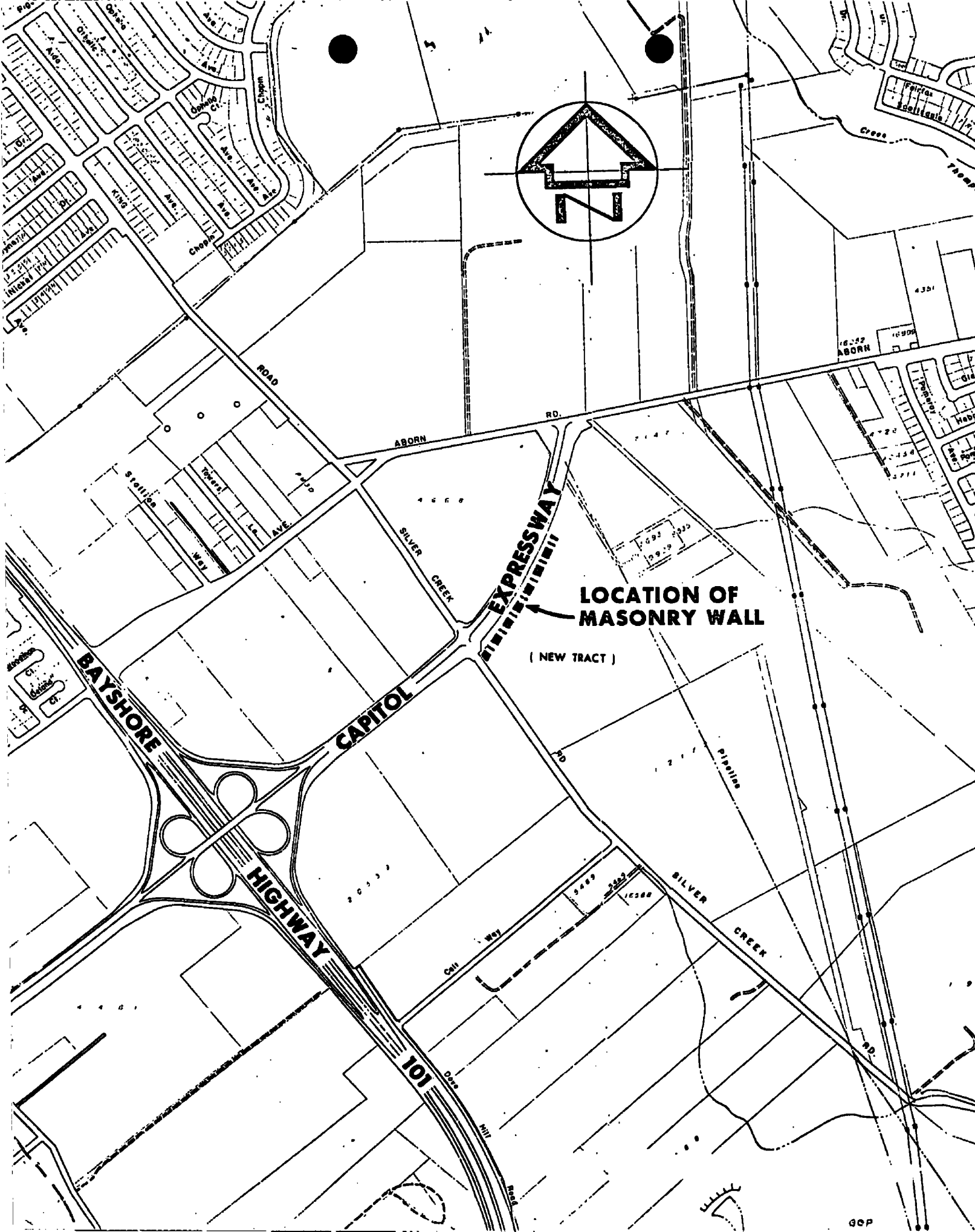
attachments

DM APPROVED: JAMES POTT JP HOWARD CAMPEN

AGENDA DATA: DATE: BOARD ACTION:

ITEM NO:

JUL 28 1970



**LOCATION OF
MASONRY WALL**

(NEW TRACT)