

14  
13  
Recording Requested By:  
Public Works Department  
City of Fresno  
No Fee-Gov't. Code Sections  
6103 and 27383

When Recorded, Mail To:  
Public Works Department  
City of Fresno  
2600 Fresno Street  
Fresno, CA. 93721-3623



FRESNO County Recorder  
Robert C. Werner  
**DOC- 2010-0024237**  
Acct 301-Fresno City Public Works  
Tuesday, FEB 23, 2010 13:41:19  
Ttl Pd \$0.00 Nbr-0003164876  
EMF/R5/1-13

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Cover Sheet for Recording

CITY OF FRESNO  
City Clerk's Office (Original)

## LANDSCAPE AGREEMENT

HERNDON AVENUE AND GOLDEN STATE BLVD.

SOUTHWEST CORNER APN: 504-140-11

FRESNO, CALIFORNIA

**LANDSCAPE AGREEMENT**

**HERNDON AVENUE AND GOLDEN STATE BLVD.  
SOUTHWEST CORNER APN 504-140-11  
FRESNO, CALIFORNIA**

**GEORGE H. & CYNTHIA C. BROWN, CAROLINE K. HINSHAW  
AND  
CITY OF FRESNO, CALIFORNIA**

## LANDSCAPE AGREEMENT

THIS AGREEMENT made and entered into effective Nov. 27 2009 by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation, hereinafter called "CITY" and George H. and Cynthia C. Brown and Caroline K. Hinshaw, hereinafter called "OWNERS."

The OWNERS own the property located at southwest corner of Herndon Avenue and Golden State Blvd. Assessor's Parcel No. 504-140-11 ("Subject Property"). See attached legal description Exhibit "A"

The City accepted a dedication of a portion of the Subject Property from the OWNERS, recorded as Document No. 2009-0105987 in the Official Records of Fresno County, hereinafter referred to as the "Dedicated Portion" and illustrated in Exhibit "B." The Dedicated Portion is necessary in order to build the improvements at the south west corner of Herndon Avenue and Golden State. The City only requires a certain portion of the Dedicated Portion to build the improvements needed at this time. The unneeded portion of the Dedicated Portion is to be used as a landscape area until such time that the City needs it to further widen Herndon Avenue, and is hereinafter referred to as the "Remainder Portion" and illustrated in Exhibit "C" attached hereto.

The parties desire to enter into this Landscape Agreement to clarify the responsibility of each party as it relates to the Dedicated Portion and the Remainder Portion which is the landscaped area.

The City as part of the Herndon Avenue - Weber Avenue to Freeway 99 road construction project shall be responsible to install as needed, irrigation parts to reconnect and verify that the irrigation system for the landscaped area of the Remainder Portion is in proper working order.

Within the Remainder Portion, OWNERS will be allowed to place landscaping that is considered temporary and shall be responsible to maintain the irrigation system and the maintenance of the grass, shrubs and trees in the landscaped area at its own expense, until such time that the OWNERS are notified by the City that the Remainder Portion is needed for the next stage of the

road improvement project. It is mutually agreed that no charges of rents by either party shall be instituted for the respective use of the Remainder Portion.

The City shall notify the OWNERS of the forthcoming road improvement project 90 days in advance of going to bid for the construction of the road improvement project at Herndon and Golden State. The 90 day notice will allow the OWNERS to remove, relocate and salvage any and all trees, shrubs, bushes and other landscaped items that are in the area of the future road improvement project. The City's Contractor will remove and dispose of any remaining landscape items as part of the construction of improvements, at the City's expense.

To the furthest extent allowed by law, OWNER shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, OWNER or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the performance of this AGREEMENT. OWNER'S obligations under the preceding sentence shall apply to any negligence of CITY or any of its officers, officials, employees, agents or volunteers, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, or CITY or any of its officers, officials, employees agents or authorized volunteers. This section shall survive termination or expiration of this AGREEMENT.

All of the terms, covenants and conditions of this Agreement shall be binding upon OWNERS, jointly and severally, and OWNER's permitted successors and assigns.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands the day first above written.

RECOMMENDED FOR APPROVAL

BY J.A. Pete Caldwell  
Senior Real Estate Agent

CITY OF FRESNO

Scott Mozier  
Scott Mozier, Assistant Director  
Department of Public Works

Address of City:  
City of Fresno  
Public Works Department  
2600 Fresno Street, Room 4019  
Fresno, CA 93721-3623

OWNERS:

BY: Cynthia C. Brown  
Cynthia C. Brown

Date: 11-27-09

BY: George H. Brown  
George H. Brown

Date: 11-27-09

BY: Caroline K. Hinshaw  
Caroline K. Hinshaw

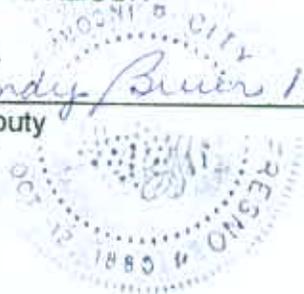
Date: 11/24/09

APPROVED AS TO FORM:  
JAMES C. SANCHEZ  
City Attorney

By [Signature]  
Deputy GRANTLEY

ATTEST:  
REBECCA K. KLISCH  
City Clerk

By Cindy Bauer 1/15/10  
Deputy



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Marin

On Feb. 16, 2010 before me, S. Zavala, notary public  
(Here insert name and title of the officer)

personally appeared George H. Brown

who 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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
  
 Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

**DESCRIPTION OF THE ATTACHED DOCUMENT**  
Landscape Agreement.  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 8 Document Date 11/27/10  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Marin

On Feb. 16, 2010 before me, S. Zavala, notary public  
(Here insert name and title of the officer)

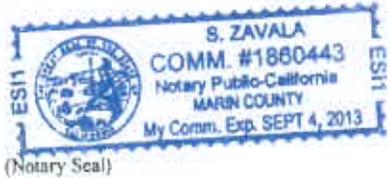
personally appeared Cynthia C. Sima (AKA. Cynthia C. Brown)

who 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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public



### ADDITIONAL OPTIONAL INFORMATION

#### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

**DESCRIPTION OF THE ATTACHED DOCUMENT**

Landscape Agreement  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages 2 Document Date 11/27/09

\_\_\_\_\_  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document.

**CLERK'S CERTIFICATION**

State of California)  
County of Fresno )

On January 19, 2010, before me, Cindy Bruer, Deputy City Clerk, personally appeared Scott Mozier, Assistant Public Works Director of the City of Fresno, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to be within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.

I certify under PENALTY OR PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

REBECCA E. KLISCH, CMC  
CITY CLERK, City of Fresno

By Cindy Bruer  
Deputy



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

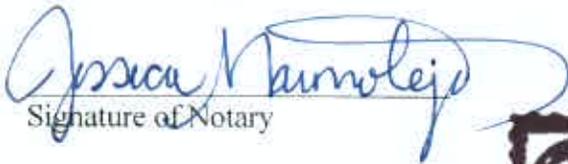
State of California }  
 County of San Francisco } ss.

On February 4, 2010, before me, Jessica C. Marmolejo, Notary Public

Personally appeared Caroline K. Hinshaw, who 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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
 Signature of Notary



### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES
- CORPORATE OFFICER(S) \_\_\_\_\_ TITLE(S) \_\_\_\_\_  
 \_\_\_\_\_ COMPANY
- PARTNER(S) \_\_\_\_\_ PARTNERSHIP
- ATTORNEY-IN-FACT \_\_\_\_\_ PRINCIPAL(S)
- TRUSTEE(S) \_\_\_\_\_ TRUST
- OTHER \_\_\_\_\_ TITLE(S) \_\_\_\_\_

\_\_\_\_\_  
 TITLE(S)

\_\_\_\_\_  
 ENTITY(IES) REPRESENTED

\_\_\_\_\_  
 ENTITY(IES) REPRESENTED

### SIGNER IS REPRESENTING

\_\_\_\_\_  
 ENTITY(IES) REPRESENTED

\_\_\_\_\_  
 ENTITY(IES) REPRESENTED

### OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES: \_\_\_ DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

## EXHIBIT A

### LEGAL DESCRIPTION

Real property in the City of Fresno, County of Fresno, State of California, described as follows:  
PARCEL A OF PARCEL MAP NO. 96-12, IN THE CITY OF FRESNO, COUNTY OF FRESNO,  
AS PERMAP RECORDED DECEMBER 21, 1998 IN BOOK 59 OF PARCEL MAPS, PAGES 18  
AND 19 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**EXHIBIT "B" 1 of 2**

ALL THAT PORTION OF LOT 22 OF THE MAP OF HERNDON LANDS, SUBDIVISION NO. 1 AS RECORDED IN BOOK 7 OF PLATS, PAGE 23, FRESNO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 22, THENCE SOUTH 33°05'00" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 22, A DISTANCE OF 11.38 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF NORTH GOLDEN STATE BOULEVARD AS PREVIOUSLY DEDICATED BY INSTRUMENT NO. 6083, RECORDED MARCH 2, 1937, IN BOOK 1564, PAGE 140, OFFICIAL RECORDS OF FRESNO COUNTY AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID LOT 22, SOUTH 33°05'00" WEST, A DISTANCE OF 338.62 FEET TO THE MOST NORTHERLY CORNER OF LOT 59 OF J.C. FORKNER FIG GARDENS SUBDIVISION NO. 10, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 10 OF PLATS AT PAGES 37 AND 38, FRESNO COUNTY RECORDS; THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH 56°52'00" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 59, A DISTANCE OF 37.84 FEET TO THE HERNDON AVENUE OFFICIAL PLAN LINE ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 1 OF PRECISE PLANS AT PAGES 10 THRU 37, FRESNO COUNTY RECORDS; THENCE NORTH 37°30'16" EAST, ALONG SAID PLAN LINE, A DISTANCE OF 340.88 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF NORTH GOLDEN STATE BOULEVARD, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 2950.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 32°37'32" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°14'44", AN ARC DISTANCE OF 64.13 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 17,294 SQUARE FEET, A LITTLE MORE OR LESS.

WEST HERNDON AVENUE  
( G STREET )

TRUE POINT OF BEGINNING

POINT OF COMMENCEMENT  
NORTHERLY CORNER, LOT 22

35'

S33°05'00"W

338.62'

R=2950.00'  
Δ=01°14'44"  
L=64.13'

S33°05'00"W  
11.38'

S56°52'00"E  
37.84'

HERNDON AVENUE OFFICIAL PLAN LINE  
VOLUME 1 OF RECORD OF PRECISE PLANS,  
PAGES 10 THROUGH 37, F.C.R.  
O.C. NO. 80454

N32°37'32"E  
RADIAL

R=2950.00'  
Δ=01°45'12"  
L=90.27'

N37°30'16"E

340.88'

R=2950.00'  
Δ=00°30'28"  
L=26.14'

HERNDON LANDS  
SUBDIVISION NO. 1  
VOLUME 7 OF PLATS, PAGE 23, F.C.R.

PREVIOUSLY DEDICATED AS  
RECORDED MARCH 2, 1937  
IN BOOK 1564, PAGE 140.  
O.R.F.C.

S56°52'00"E

242.85'

R=4950.00'  
Δ=00°11'44"  
L=16.89'

J. C. FORKNER FIG GARDENS SUBDIVISION NO. 10  
VOLUME 10 OF PLATS, PAGES 37 & 38, F.C.R.

LOT 59

350.00'

LOT 60

N56°52'00"W

312.16'

LOT 51

S33°05'00"W

339.97'

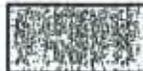
LOT 58

NORTH

SCALE: 1"=60'



INDICATES ACCESS RIGHTS TO BE RELINQUISHED



INDICATES AREA TO BE DEDICATED FOR PUBLIC STREET PURPOSES



NORTH GOLDEN STATE BLVD.  
( NORTH MOTEL DRIVE, & STATE HIGHWAY 99 )

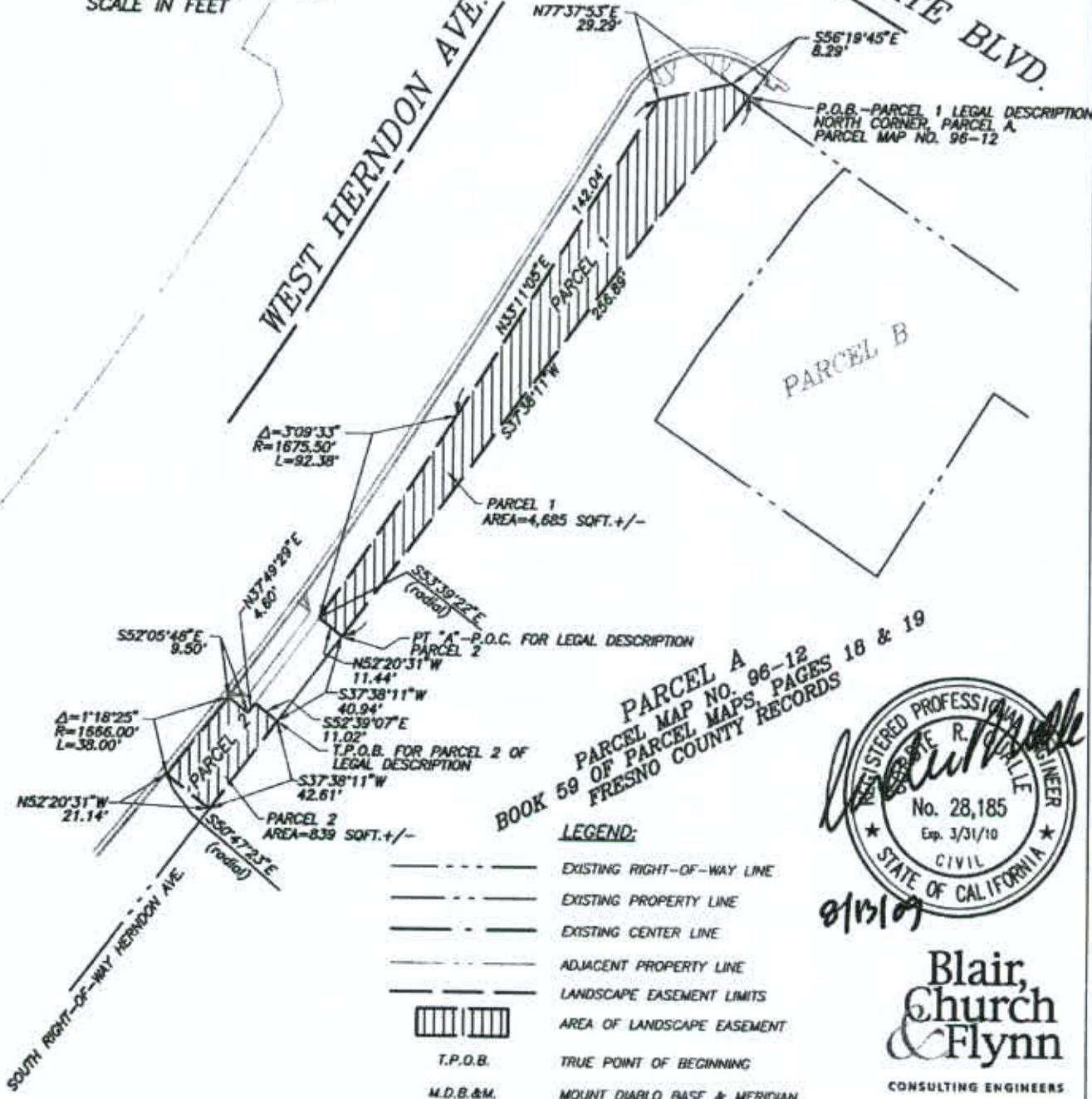
ACCT. NO. FILE NO. PROG. NO.	CITY OF FRESNO	DEPARTMENT OF PUBLIC WORKS RAYMOND G. SALAZAR DIRECTOR
REF. & REV. C 95-61 96-088 PLAT 1342 COUNTY OPL SER. NO. 40	PORTION OF LOT 22 HERNDON LANDS SUBDIVISION NO. 1 TO BE DEDICATED FOR PUBLIC STREET PURPOSES	APPROVED CONST. ENG. OFFICE ENG. CITY DESIGN ENG. DR. BY L.A.P. EN. BY DATE 9-18-96 SCALE: AS NOTED
		SHEET NO. 1 OF 1 SHEETS 15-A-6956

12  
8



WEST HERNDON AVE.

N. GOLDEN STATE BLVD.



**Blair Church & Flynn**  
CONSULTING ENGINEERS

461 Clovis Avenue, Suite 200  
Clovis, California 93612  
Tel (559) 326-1400  
Fax (559) 326-1500

REF. & REV. 2009- PWF PLAT	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. _____ FUND NO. _____ ORG. NO. _____
	DEED OF EASEMENT FOR LANDSCAPE MAINTENANCE PURPOSES NORTHWEST QUARTER, SECTION 4, T.13 S., R.19 E., M.D.B.&M.	DR. BY TDW CH. BY CQ DATE 8/12/09 SCALE AS NOTED
		SHEET NO. 1 OF 1 SHEETS 15-A-

13  
8

## NOTARY SEAL CLARIFICATION PAGE

I certify under penalty of perjury that the "Notary Seal" on the document to which this statement is attached reads as follows:

Name of Notary: JESSICA C. MARMOLEJO

Commission #: 1798021

Date commission expires: MAY 20, 2012

Place of execution: SAN FRANCISCO

Date of execution: FEBRUARY 4, 2010

Date: 2/19/10 BY: Bruce Abbott

Bruce Abbott, City of Fresno  
Public Works, Engineering



AGENDA ITEM NO. 1 J

COUNCIL MEETING 1-14-2010

APPROVED BY

*[Signature]*

DEPARTMENT DIRECTOR

CITY MANAGER

*[Signature]*

January 14, 2010

FROM: PATRICK N. WIEMILLER, Director  
Public Works Department

BY: SCOTT L. MOZIER, PE, City Engineer / Assistant Director  
Public Works Department, Engineering Services

*[Signature]*

SUBJECT: APPROVE A LANDSCAPE AGREEMENT WITH OWNERS GEORGE H. AND CYNTHIA C. BROWN AND CAROLINE K. HINSHAW THAT WILL ESTABLISH A TEMPORARY LANDSCAPE AGREEMENT ON DEDICATED CITY RIGHT OF WAY UNTIL THE FUTURE GRADE SEPARATION PROJECT NEAR THE INTERSECTION OF HERNDON AVENUE AND GOLDEN STATE BOULEVARD IS CONSTRUCTED (PROPERTY IS LOCATED IN DISTRICT 2)

Presented to City Council

Date 1/14/10

Disposition As approved

**RECOMMENDATION**

Staff recommends that the City Council:

1. Approve the Landscape Agreement at the southwest corner of Herndon Avenue and Golden State Boulevard from property owners George H. and Cynthia C. Brown and Caroline K. Hinshaw.
2. Authorize the Public Works Director or his designee to execute the Landscape Agreement with George H. and Cynthia C. Brown and Caroline K. Hinshaw.

**EXECUTIVE SUMMARY**

In 1996 the City and Burger Duo Property Development II, LLC, entered into an Irrevocable Offer to Dedicate Real Property along the southwest corner of Herndon and Golden State Boulevard. The offer is to remain open until such time as the City Council adopts a resolution accepting or rejecting the Irrevocable Offer to Dedicate Real Property. The offer remained open until May of 2009 when Resolution No. 2009-104 was adopted by the City Council accepting the offer to accommodate construction of the street improvements along the southwest corner of Herndon and Golden State Boulevard. The purpose of the Landscape Agreement is to allow the owners to landscape the City's portion of the dedication until such time in the future the area is needed for the development of the grade separation.

**BACKGROUND**

Beginning in 1995, the Public Works Department began the process to plan improvements to the Herndon Avenue and Golden State intersection to improve traffic movement and reduce delays at the intersection. The property owner at the southwest corner of the intersection was in the

process of making improvements under CUP 95-61. The Developer and the City agreed to an irrevocable offer of Dedication of Real Property for the street easements to be deferred until such time as it is needed to make the improvements to the intersection. The offer remained open until May of 2009 when Resolution No. 2009-104 was adopted by the City Council. The City accepted a dedication of a portion of the subject property from the owners, recorded as Document No. 2009-0105987 in the Official Records of Fresno County, hereinafter referred to as the "Dedicated Portion" and illustrated in Exhibit "A." The dedicated portion is necessary in order to build the improvements at the southwest corner of Herndon Avenue and Golden State Boulevard. The City only requires a certain portion of the dedicated portion to build the improvements needed at this time. The unneeded portion of the dedicated portion is to be used as a landscape area by the adjacent owner until such time that the City needs it to further widen Herndon Avenue. The landscaped area which is the "Remainder Portion" is illustrated in Exhibit "B".

The Landscape Agreement will allow the owner's to landscape the City's remainder portion, by use of an encroachment permit, until such time in the future the area is needed for the development of the grade separation project. The temporary improvements (i.e., maintain the irrigation system, the maintenance of the grass, shrubs and trees) will be completed and/or removed at the owner's expense.

The City Attorney's Office has reviewed and approved the Landscape Improvement Agreement.

The Agreement will be recorded.

#### **FISCAL IMPACT**

No compensation is being paid or received from this Landscape Agreement.

PNW/SLM/PC/eam  
Apprv Landscape Agrmt on Dedi City ROW Herndon-Golden State 1-14-10

Attachments: Landscape Agreement  
Exhibits A and B