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SEMS-RM DOCID # 1164722

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of March, 1957, by and between AMERICAN RADIATOR & STANDARD SANITARY CORPORATION, hereinafter referred to as "Owner", and the CITY OF MOUNTAIN VIEW, State of California, hereinafter referred to as "City";

WHEREAS, Owner desires to develop an industrial and manufacturing concern on that certain real property, situate in the City of Mountain View, County of Santa Clara, State of California, and more particularly described as follows:

> Beginning at a 3/4" iron pipe set in the Southeasterly line of Whisman Road (40 feet wide) distant thereon North 16° 19' East 245.00 feet from the intersection of said Southeasterly line of Whisman Road with the Southeasterly prolongation of the center line of Chetwood Avenue; thence, along said Southeasterly line of Whisman Road, North 16° 19' East 560.00 feet to a 3/4" iron pipe; thence at right angles South 73° 41' East 685.00 feet to a 3/4" iron pipe; thence at right angles South 16° 19' West 560.00 feet to a 3/4" iron pipe; thence at right angles North 73° 41' West 685.00 feet to the point of beginning;

and

WHEREAS, City desires to foster and promote the development within the City of Mountain View of such industrial and manufacturing concerns, and to cooperate with Owner herein in the full utilization and development of said real property to the advantage of both parties;

NOW, THEREFORE, in consideration of the mutual promises and forbearances herein set forth; IT IS AGREED AS FOLLOWS:

1. Owner agrees to dedicate and to execute a deed conveying to City a twenty-five (25) foot right of way, for road purposes, extending along the westerly boundary of the real property hereinabove described, which said right of way is exclusive of any further public utilities easements or rights of way which may be required.

2. Owner agrees to improve Whisman Road from the easterly boundary line of the said right of way hereinabove described, along the front of the real property of Owner hereinabove described, in accordance with and pursuant to the specifications and requirements of the City of Mountain View, and under the supervision and inspection of the City Engineer of said City. Said improvements shall consist of the construction and installation of concrete curbs and gutters, sidewalks, grading and paving of the roadway within twenty-two (22) feet of the surface of said Whisman Road as measured from the face of said curb, construction and installation of not more than four (4) ornamental street light standards, as shall be specified by the City Engineer of said City.

3. Such improvements shall be constructed and installed by Owner, either:

1. At the time City grades or paves the center portion of said Whisman Road in front of said above described real property, or

2. At the time City improves and paves or requires those whose properties fronts thereon to so improve and pave, the easterly side of said Whisman Road for a width of twenty-two (22) feet as measured from the face of the curb, along any property adjacent to Owner's property hereinabove described, or

3. At such time as an assessment district is formed for the improvement of all of, or a portion of, said Whisman Road, upon such terms and conditions as are established therefor in accordance with applicable law.

4. Said improvements shall be constructed and installed by Owner at whichever of the times specified in sub-paragraphs 1, 2 and

of Paragraph 3 above shall first occur, and Owner agrees that, in any event, all such construction and installation of said improvements shall be completed by Owner no later than December 31, 1959.

5. Owner agrees to hold City free and harmless from any damage or claim of damage which may arise out of, or in connection with, the construction and installation of the improvements hereinabove mentioned, except such damage or claims of damage, which arise out of acts or conduct on the part of the City of Mountain View, its officers or employees.

6. City agrees to waive such standard water line and sanitary sewer line extension fees as are computed on the basis of front footage.

The parties have executed this Agreement as of the date first hereinabove written.

AMERICAN RADIATOR & STANDARD SANITARY CORPORATION

By _____ President
(Title)

"Owner"

CITY OF MOUNTAIN VIEW

By _____
Philip T. Lawlor, City Manager

"City"

Approved as to Form:

_____
Rodney M. Wilkinson
City Attorney