

Attachment A

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Recording Requested By and
When Recorded, Return To:
Armando Fernandez

County of Monterey
Housing and Community
Development
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

THIS SPACE FOR RECORDER'S USE ONLY

No document fee pursuant to
Government Code §27383
APN: 139-021-001-000

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement (“Agreement”) is made and entered into, effective September ____, 2026 (“Effective Date”), by and between, the County of Monterey, a political subdivision of the State of California (“COUNTY”), and Andrew Gerard Tope property owner of parcel 139-021-001-000 (collectively, the “Parties”) This Agreement is made with reference to the following facts and circumstances:

RECITALS

WHEREAS, Andrew Gerard Tope property owner of parcel 139-021-001-000 installed certain frontage landscape improvements (trees) within the Public Right of Way. The area in question is more particularly depicted in the attached Attachment A Exhibit A-Site Plan; and

WHEREAS, Andrew Gerard Tope desires to keep the trees in place and agrees to maintain them in a safe and clean condition, and in such a manner that it does not obstruct the free flow of traffic, cause sight distance issues, blocking traffic signs and signals or otherwise create a hazard for the public and as required by the Director of Public Works Facilities and Parks (PWFP); and

WHEREAS, Andrew Gerard Tope additionally agrees to conduct regular maintenance activities including but not limited those listed in the attached Attachment A Exhibit B-Schedule of Minimum Regular Landscape Maintenance Activities or as required by the Director of Public Works, Facilities and Parks (PWFP) and that no additional trees shall be planted along the frontage of the property; and

WHEREAS, the COUNTY desires to have the Andrew Gerard Tope maintain the trees, and if and when requested by the COUNTY, the trees in the COUNTY Right-of-way shall be removed or relocated by Andrew Gerard Tope at its sole cost and expense; and

WHEREAS, Andrew Gerard Tope agrees to accept, at its own cost and expense, all maintenance and trimming responsibilities for the trees located within the county road-right-of-way upon the date of approval of this Maintenance Agreement; and

WHEREAS, the traffic “signal ahead” sign with a yellow flashing beacon light in front of the property line shall be visible at all times and shall not be blocked by any tree or vegetation; and

WHEREAS, This Agreement shall run with the land, and the property owner is responsible for maintaining the trees in the COUNTY right-of-way.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this Agreement by this reference, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Maintenance of Planted Trees.** The Parties agree that Andrew Gerard Tope will assume responsibility for the maintenance of the trees planted in the COUNTY right-of-way along the frontage of assessor’s parcel number 139-021-001-000. Andrew Gerard Tope will undertake the regular maintenance at his own expense in accordance with the COUNTY standards or as required by the Director of Public Works, Facilities and Parks (PWFP), and minimum, but not limited to, maintenance activities as described in Attachment A, Exhibit B.

2. **Indemnification & Hold Harmless:** Andrew Gerard Tope shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees harmless from and against all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney’s fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm or corporation for damage, injury, or death arising out of or connected with Andrew Gerard Tope’s performance of this Agreement. The liability insurance must be an occurrence policy and have limits of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate in accordance with the attached Attachment A, Exhibit C Certificate of Liability Insurance. To the extent maintenance, repair, trimming, or removal of the Trees requires t a motor vehicle or power equipment, Owner shall retain a duly licensed and insured contractor to perform such work. Prior to the commencement of any such contractor-performed work, Owner shall provide County with certificates of insurance and policy endorsements evidencing that the contractor maintains all insurance coverages and meets all insurance requirements under this Agreement. No contractor-performed work shall begin until County has received and approved the required certificates of insurance.

Signatures appear on next page

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date shown above.

Andrew Gerard Tope

Andrew Gerard Tope, Owner
Authorized Signatory

County of Monterey

Chris Lopez
Chair Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness,

STATE OF _____

COUNTY OF _____

On _____, before me _____,
Notary Public, personally appeared _____ 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 capa County(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.

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness,

STATE OF _____

COUNTY OF _____

On _____, before me _____,
Notary Public, personally appeared _____ 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 capa County(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.

(Seal)

Notary Public

EXHIBIT A- SITE PLAN

139-021-001-000

APPROXIMATE LOCATION OF
EXISTING PROPERTY LINE

EXISTING TREES WITHIN
PUBLIC RIGHT OF WAY.
(159) MONTEREY CYPRESS
TREES

EXISTING TREES WITHIN
PUBLIC RIGHT OF WAY.
(56) REDWOOD TREES

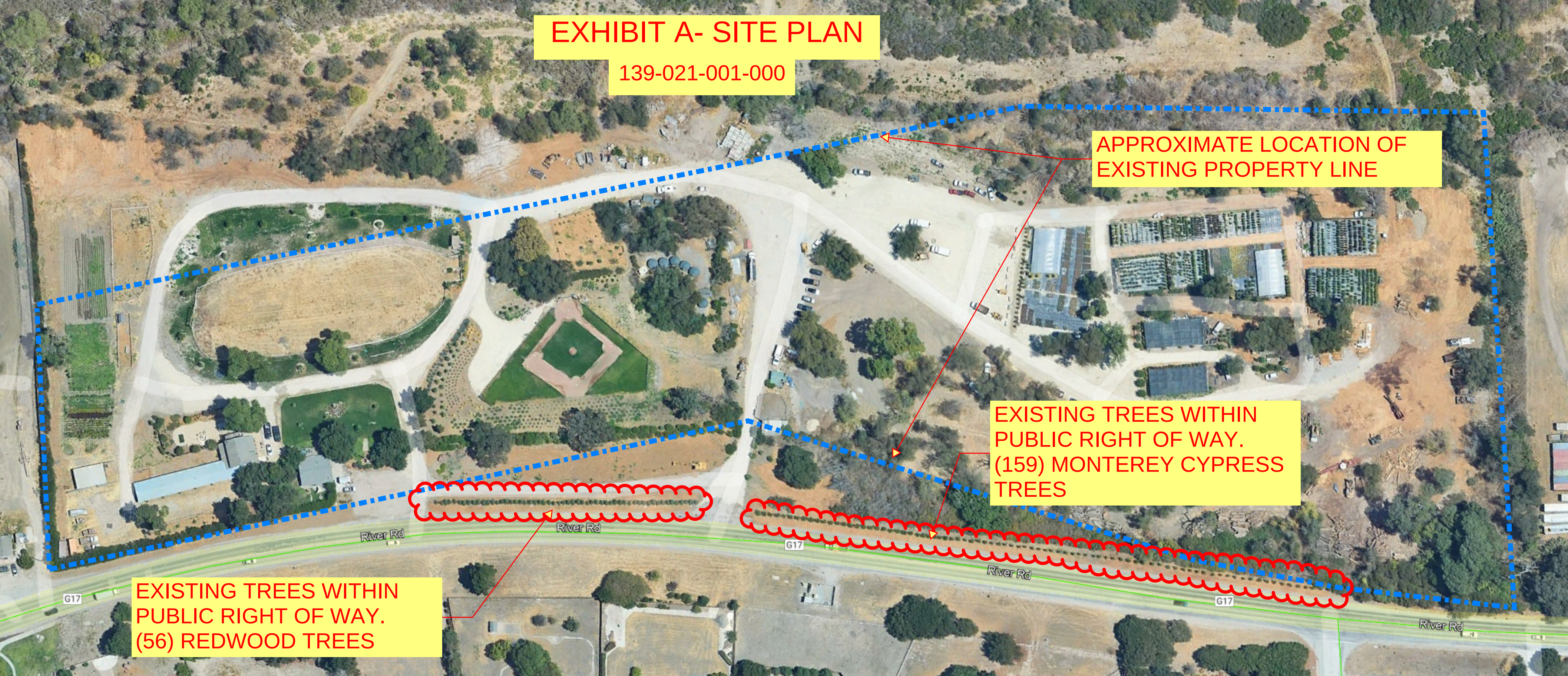


EXHIBIT “B”
SCHEDULE OF MINIMUM REGULAR LANDSCAPE MAINTENANCE ACTIVITIES
APN: 139-021-001-000

Andrew Gerard Tope agrees to the following minimum but not limited to the following maintenance activities within the public right of way in accordance with the Maintenance Agreement:

1. Trim trees to maintain a clear path for bicyclists and vehicles, and to prevent them from growing into overhead and underground power lines or other structures and appurtenances.
2. Remove dead or weak branches to prevent falling limbs that could pose a hazard.
3. Trimming of trees including limbs and branches shall be at minimum of 15 feet in height and 3 feet horizontal clearance from edge of pavement or as determined by the Director of Public Works, Facilities and Parks (PWFP).
4. Perform regular safety inspections of the premises and report any unsafe conditions to the COUNTY's representative.
5. Remove any trash or debris in and around the county road right-of-way surrounding the Premises.
6. Perform landscaping services on a regular basis and as needed, including but not limited to, the maintenance, periodic trimming, and pruning of trees, shrubs, and other vegetation, and trimming and shaping of trees and shrubs to maintain safe pedestrian access, road conditions, and visibility.
7. The traffic “signal ahead” sign with a yellow flashing beacon light in front of the property line shall be visible at all times and shall not be blocked by any tree or vegetation.
8. Other Landscape Maintenance Activities or as required by the Director of Public Works, Facilities and Parks (PWFP)
9. Should activities require traffic control or encroachment into any road traveled way, a separate Monterey County Encroachment Permit shall be required to cover that activity, separate and apart from this agreement.
10. Should the trees become incompatible with road usage, upon notice by the COUNTY, the property owner shall remove or relocate the trees at his/her SOLE EXPENSE to the satisfaction of the COUNTY.



EXHIBIT "C"
CERTIFICATE OF LIABILITY INSURANCE
CERTIFICATE OF LIABILITY INSURANCE

TOPEAN2

OP ID: JR

DATE (MM/DD/YYYY)
12/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 831-624-6065 Monroe-Kelly Insurance Service 26465 Carmel Rancho Blvd #1 Carmel, CA 93923 Michael Kelly	CONTACT NAME: Michael Kelly PHONE (A/C, No, Ext): 831-624-6065 FAX (A/C, No): E-MAIL ADDRESS: mike@mkisi.com														
INSURED Andrew Gerard Tope P.O. Box 51964 Pacific Grove, CA 93950	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td><td style="text-align: center;">NAIC #</td></tr><tr><td>INSURER A : Burlington Insurance Company</td><td>23620</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Burlington Insurance Company	23620	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X		902B003947	12/11/2025	12/11/2026	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☒ N / A						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Monterey, its officers, officials, employees, and volunteers are named Additional Insured, this insurance is Primary and Non-contributory.

Re: Parcel 139021001000, 225 River Road, Salinas, CA 93908

CERTIFICATE HOLDER**CANCELLATION**

The County of Monterey Department of Housing and Community Development 1441 Schilling Place, 2nd Floo Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Kelly
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

The County of Monterey, its officers, agents, officials, employees, and volunteers

are named Additional Insured, this insurance is Primary and Non-contributory.

Re: Parcel 139021001000, 225 River Road, Salinas, CA 93908

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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