RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Menlo Park
Attn: City Clerk
701 Laurel St.
Menlo Park, CA 94025

The undersigned declares this instrument to be exempt from Recording Fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev. & Tax. Code §11922).

2020-067272
3:16 pm 07/14/20 ES Fee: NO FEE
Count of Pages 11
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder

PUBLIC UTILITY EASEMENT AT 500 EL CAMINO REAL, MENLO PARK, CA

THE BOARD OF TRUSTEES OF THE LEAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California (hereinafter “Grantor”) is the owner of certain real property situated in the City of Menlo Park, County of San Mateo, California (hereinafter “Grantee”), commonly known as 500 El Camino Real, Menlo Park, CA APN: 071-440-170 (hereafter referred to as the “Servient Tenement”) and more particularly described in Exhibit A attached hereto and incorporated herein.

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee and certain other public utilities (as defined in Section 216 of the California Public Utilities Code), as designated by Grantee, a nonexclusive public utility easement (“Easement”), including the areas over, under, and upon those certain strips of land designated as Public Utility Easement (“PUE”) for the purpose of construction, operation, maintenance, repair, reconstruction and removal of applicable utilities and facilities, including but not limited to water, sewer, electrical, sewer, storm water, natural gas, telephone, cable and/or any other utilities, which is more particularly described and shown in Exhibit B, attached hereto and incorporated herein by this reference (the “Easement Area”), including ingress thereto and egress therefrom.

Grantee and other public utilities may only use the Easement Area for installing, operating, inspecting, repairing, maintaining, replacement and removing utility facilities on, over, across and under the Easement Area. Grantee and other public utilities shall use commercially reasonable efforts to minimize any damage to Grantor’s landscaping and other improvements in connection with the exercise of such rights. The PUE shall not include general public access or general public use of the Easement Area.

TERM

The easement is granted in perpetuity.
**MAINTENANCE**

Grantor is responsible to keep the PUE free from buildings and structures of any kind, except where applicable utility structures and appurtenances thereto, lawful fences and lawful unsupported overhangs.

**NONEXCLUSIVE EASEMENT**

The Easement is nonexclusive. Grantor retains the right to make any use of the PUE, including the right to grant concurrent easements on, over, or under the PUE to third parties, provided such use or uses do not unreasonably interfere with Grantee’s and other public utility’s use and enjoyment of the Easement. The Easement granted herein shall have priority over any subsequently granted easement to a third party.

Grantor reserves to itself the continued use of the PUE consistent with the terms of the preceding paragraph. Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement, or maintenance of, any buildings, structures, or similar improvements on the Easement Area that would interfere with Grantee’s and other public utility’s ability to use the Easement as set forth herein.

**ENCROACHMENTS**

The Easement is subject to all existing encroachments of utilities and improvements on, over, and under the Easement Area, and to all future encroachments of utilities and improvements constructed or installed on or around the Easement Area, provided such encroachments do not unreasonably interfere with Grantee’s and other public utility’s use and enjoyment of the PUE.

**INDEMNIFICATION**

Grantor shall indemnify and save harmless Grantee, its officials, agents, employees, successors and assigns, from and against any and all loss, damage, expense, claim or demand of whatsoever character, direct or consequential, including, but without limiting thereby the generality of the foregoing, injury to or death of persons and damage to or loss of property arising out of the exercise by Grantor of any of its rights reserved herein expressly, except those arising by reason of the negligence or willful misconduct of Grantee or its agents, contractors, or employees or by a member of the public in general.

Grantee shall indemnify and save harmless Grantor, its trustees, officers, agents, employees, successors, and assigns, from and against any and all loss, damage, expense, claim, or demand of whatsoever character, direct or consequential, including, but without limiting thereby the generality of the foregoing, injury to or death of persons and damage to or loss of property arising out of the exercise by Grantee or its agents, employees, or contractors of any right expressly or impliedly granted herein, except those arising by reason of the negligence or willful misconduct of Grantor, including its agents, contractors and employees or by another public utility exercising its rights pursuant to this PUE. Nothing herein shall be deemed to require Grantee to indemnify Grantor or any other person from any claim or liability for which Grantee has immunity pursuant to the California Government Code.

**TRANSFER OF SERVIENT TENEMENT**

This Easement shall run with the title to the land and any portion thereof. Grantor further agrees whenever the Servient Tenement or any portion thereof is held, sold, conveyed, or otherwise transferred, it shall be subject to this Easement which shall apply to, bind and be obligatory to all present and subsequent owners of the Servient Tenement or any portion thereof. Upon the transfer of the Servient Tenement to a successor party, the successor party shall constitute the “Grantor” hereunder and all predecessors-in-interest to such
successor party shall be fully relieved of Grantor's obligations hereunder arising after the effective date of such transfer and shall have no liability for any default or failure to perform occurring from and after the date of such transfer of the Servient Tenement.

Attachments:  
Exhibit A  
Exhibit B

Legal Description of the Property  
Legal Description of the Easement / Plat depicting Easement

[SIGNATURES APPEAR ON NEXT PAGE]
IGNATURES

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

GRANTOR:

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY

Signature

STEVE ELLIOTT

Name

3/5/20

Date

APPROVED AS TO FORM:

Cara Silver, Interim City Attorney

6/25/20

Date

CITY OF MENLO PARK:

Nikki Nagaya, Interim Public Works Director

6/18/20

Date

ATTEST:

Judi A. Herren, City Clerk

6/17/20

Date
State of California
County of San Mateo County

On June 18, 2020 before me, Neetu Salwan, Notary Public, personally appeared, Nicole H. Nagaya 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.

Neetu Salwan
Notary Public, San Mateo County
Commission #2278678
Expires 02-24-2023
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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, accuracy, or validity of that document.

State of California
County of ___San Mateo___

On ___3/5/2020___ before me, ___ViKa Tonga___ Notary Public, personally appeared
___Steve Elliott___, 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___ViKa Tonga___

My Commission Expires: ___3/13/2023___
EXHIBIT "A"
PROPERTY DESCRIPTION
DOC. # 2017-098319

Parcel One:
A portion of that certain 14.80-acre tract of land as described in that certain deed from Charles Crocker, et al, to Leland Stanford, dated October 19, 1885 and recorded in Book 39 of Deeds, Page 354 Records of San Mateo County, California and being more particularly described as follows:

Beginning at the northeast corner of Parcel "A" as shown upon that certain Parcel Map filed October 06, 1983 in Book 54 of Parcel Maps, Page 3, San Mateo County records;

THENCE, North 50°33′16″ West 947.17 feet to an angle point of said Parcel "A";
THENCE, South 39°26′44″ West 15.00 feet to a common angle point of Parcel "A" and Parcel "B" as shown on said Parcel Map,
THENCE, continuing along said Parcel "B" the following six (6) courses,
(1) South 39°26′44″ West 173.63 feet,
(2) along a curve to the right with a radial bearing of South 29°10′02″ West, having a radius of 77.50 feet, through a central angle of 9°30′47″, an arc distance of 12.87 feet;
(3) North 51°19′11″ West 19.33 feet;
(4) South 40°36′54″ West 20.63 feet;
(5) North 53°59′37″ West 55.09 feet;
(6) North 49°15′59″ West 87.63 feet;
THENCE, leaving said Parcel "B," North 49°15′59″ West 62.43 feet along the northeasterly right of way of El Camino Real;
THENCE, continuing along said right of way North 49°23′06″ West 1358.57 feet;
THENCE, leaving said right of way North 39°26′44″ East 167.95 feet;
THENCE, South 50°33′16″ East 336.23 feet;
THENCE, North 39°26′46″ East 40.00 feet;
THENCE, South 50°33′16″ East 2206.79 feet;
THENCE, South 39°26′44″ West 25.00 feet to the Point of Beginning.

Described area containing 8.43 acres, more or less, as shown on Exhibit "A" plat to accompany legal description attached hereto and by this reference made a part hereof.

Kelly S. Johnson, PLS 9126

6/13/2019

Exhibit A
Sheet 1 OF 2
MATCH LINE~ SEE RIGHT

S39°26'44"W 15.00'

R = 77.50' L = 12.87' A = 9°30'47"
N51°19'11"W 19.33'
S40°36'54"W 20.63'
N53°59'37"W 55.09'

PARCEL A
54 PM 3

S29°10'00"W

CAMBRIDGE AVE

N49°15'59"W 87.63'

N49°15'59"W 62.43'

PARCEL ONE

AREA = 8.43 ACRES

SCALE

1 inch = 200 ft.

MATCH LINE~ SEE LEFT

S39°26'44"W 25.00'

S40°31'16"W 2206.70'

N39°26'46"E 40.00'

SAH FRANCISCO CREEK

PARCEL A
54 M 3

N49°23'06"W 1393.57'

EL CAMINO REAL

COLLEGE AVE

PARTRIDGE AVE

MIDDLE AVE

LEGEND

PROPERTY LINE

CENTRELINE

ADJACENT ROW AND PARCEL LINES

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A

CIVIL ENGINEERS
SURVEYORS
PLANNERS

SANDIS

500 EL CAMINO REAL
PROPERTY DESCRIPTION

MENLO PARK
CA

Copyright © 2019 by Sandis
EXHIBIT “B”
Legal Description
Public Utility Easement

An Easement situate in the City of Menlo Park, County of San Mateo, State of California, being a portion of Parcel One as described in that certain Notice of Merger filed for record on November 06, 2017, Document Number 2017-098319, San Mateo County Records and being more particularly described as follows:

COMMENCING at a corner of Parcel One at the northerly terminus of a line described as North 50°33’16” West 947.17 feet;

THENCE, along the southerly along said line South 50°33’16” East 90.71 feet to the POINT OF BEGINNING;

THENCE, leaving said line, North 39°26’44” East, 25.00 feet to a point on the northeasterly line of said Parcel One;

THENCE, along said northeasterly line South 50°33’16” East, 10.00 feet;

THENCE, leaving said northeasterly South 39°26’44” West, 25.00 feet to a point on the southwesterly line of said Parcel;

THENCE, along said southwesterly line North 50°33’16” West, 10.00 feet to the POINT OF BEGINNING;

Described Easement area containing 250 square feet, more or less, and is graphically depicted on Exhibit “B”, attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the requirements of the California Professional Land Surveyors Act.

Kelly S. Johnson, PLS 9126
Date: September 5, 2019
10’ Public Utility Easement Closure Report

Date: 9/05/19

Parcel Name: 10’ PUBLIC UTILITY EASEMENT

Point of Beginning:
North: 1,990,131.9659'  East: 6,076,084.8511'

Segment# 1: Line
Course: N39°26'44"E  Length: 25.00'
North: 1,990,151.2716'  East: 6,076,100.7348'

Segment# 2: Line
Course: S50°33'16"E  Length: 10.00'
North: 1,990,144.9181'  East: 6,076,108.4570'

Segment# 3: Line
Course: S39°26'44"W  Length: 25.00'
North: 1,990,125.6124'  East: 6,076,092.5734'

Segment# 4: Line
Course: N50°33'16"W  Length: 10.00'
North: 1,990,131.9659'  East: 6,076,084.8511'

Perimeter: 70.00'
Area: 250.00 Sq. Ft.
Error Closure: 0.0000
Course: N0°00'00"E
East: 0.0000

Precision 1: 70,000,000.00

Kelly S. Johnson, PLS 9126  Date: September 05, 2019

Storm Drain Easement Closure, Sheet 1 of 1