

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

2019-041643

9:54 am 06/03/19 ES Fee: NO FEE

Count of Pages 12

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



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

12f

(Space above this line reserved for Recorder's use only)

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

THE BOARD OF TRUSTEES OF THE LELAND 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 Legal Description of the Property
 Exhibit B Legal Description of the Easement / Plat depicting Easement


[SIGNATURES APPEAR ON NEXT PAGE]

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Public Utilities Easement as of 5/28/2019

GRANTOR:

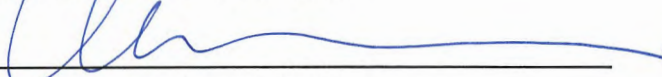
**THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY**



Signature
STEVE ELLIOTT

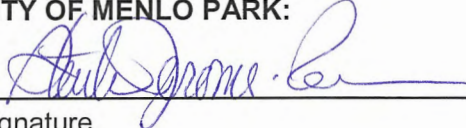
Name

APPROVED AS TO FORM:



William L. McClure, City Attorney

CITY OF MENLO PARK:



Signature

Starla Jerome-Robinson, Interim City Manager

ATTEST:



Judi A. Herren, City Clerk

5/28/19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

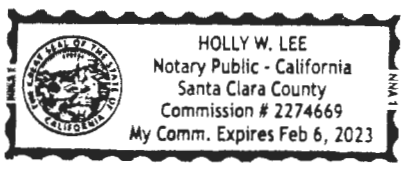
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On May 8, 2019 before me, Holly W. Lee, 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 Holly W. Lee

My Commission Expires: 2/6/2023

EXHIBIT "A"
PROPERTY DESCRIPTION
DOC. # 2017-098319

Parcel One:

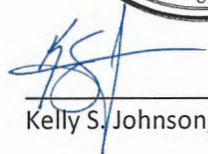
A portion of that certain 14.80-acre tract of land as described in that certain deed from Charles Crocker, et al, to Leland Stanford, dated October 19, 1885 and recorded in Book 39 of Deeds, Page 354 Records of San Mateo County, California and being more particularly described as follows:

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 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.





4/30/2019

Kelly S. Johnson, PLS 9126

MATCH LINE~ SEE RIGHT

S39°26'44"W 15.00'

PARCEL A
54 PM 3

S39°26'44"W 173.63'

R=77.50' L=12.87' Δ=9°30'47"

N51°19'11"W 19.33'

S40°36'54"W 20.63'

N53°59'37"W 55.09'

CAMBRIDGE AVE

N49°15'59"W 87.63'

N49°15'59"W 62.43'

PARTRIDGE AVE

EL CAMINO REAL

COLLEGE AVE

MIDDLE AVE

S39°26'44"W 25.00'

SAN FRANCISQUITO CREEK

POB

EL CAMINO REAL

S50°33'16"E 2206.79'

PARCEL ONE

AREA=8.43 ACRES±
DOC. (2017-098319)

N49°23'06"W 1358.57'

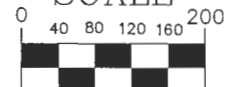


PARCEL A
54 M 3

N50°33'16"W 947.17'



SCALE



1 inch = 200 ft.

MATCH LINE~ SEE LEFT

BASIS OF BEARINGS:

THE BEARING N43°29'50"W BETWEEN FOUND MONUMENTS S-130 AND S-128, LOCATED WITHIN EL CAMINO REAL, AS SHOWN ON THE RECORD OF SURVEY FOR STANFORD SHOPPING CENTER, FILED AUGUST 19, 2004 IN BOOK 773 OF MAPS AT PAGES 41 THROUGH 44 INCLUSIVE, RECORDS OF SANTA CLARA COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS LOT MERGER EXHIBIT.

LEGEND

- PROPERTY LINE
- POB
- POINT OF BEGINNING
- CENTERLINE
- ADJACENT ROW AND PARCEL LINES

N39°26'46"E 40.00'

S50°33'16"E 336.23'

N39°26'44"E
167.95'

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

1700 Winchester Boulevard, Campbell, CA 95008 | P. 408.636.0900 | F. 408.636.0999 | www.sandis.net

SILICON VALLEY TRI-VALLEY CENTRAL VALLEY SACRAMENTO EAST BAY/SF

DATE: 4/30/19
SCALE: 1"=200'
DRAWN BY: KSJ
APPROVED BY: KSJ
DRAWING NO.: 212167

500 EL CAMINO REAL
PROPERTY DESCRIPTION
MENLO PARK CA OF 2 SHEETS

SHEET
2

X:\P\212167\SDRCS\EXHIBIT A Property Description\212167 Property Plat.dwg

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:

BEGINNING at the most northerly corner of said Parcel One;

Thence, southeasterly along the northeasterly line of said Parcel, South 50°33'16" East 348.44 feet;

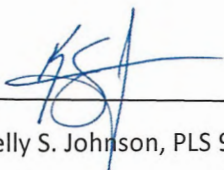
Thence, at right angles and perpendicular with the northeasterly line of said Parcel, South 39°26'44" West 20.00 feet; Thence, at right angles and parallel with the northeasterly line of said Parcel, North 50°33'16" West 25.28 feet; Thence, at right angles and parallel with the northwesterly line of said Parcel, South 39°26'44" West 16.50 feet; Thence, at right angles and parallel with the northeasterly line of said Parcel, North 50°33'16" West 35.50 feet; Thence, at right angles and parallel with the northwesterly line of said Parcel, North 39°26'44" East 16.50 feet; Thence, at right angles and parallel with the northeasterly line of said Parcel, North 50°33'16" West 267.67 feet; Thence, at right angles and parallel with the northwesterly line of said Parcel, South 39°26'44" West 108.35 feet; Thence, northwesterly parallel with the southwesterly line of said Parcel, North 49°23'06" West 5.00 feet; Thence, southwesterly parallel with the northwesterly line of said Parcel, South 39°26'44" West 40.01 feet, to the southwesterly line of said Parcel; Thence, northwesterly along the southwesterly line of said Parcel, North 49°23'06" West 15.00 feet, to the most westerly corner of said Parcel;

Thence, northeasterly along the northwesterly line of said Parcel, North 39°26'44" East 167.95 feet, to the **POINT OF BEGINNING**.

Said Easement containing 10,318 Square Feet, more or less, as shown 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.





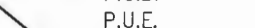





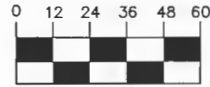
Kelly S. Johnson, PLS 9126

Date: April 30, 2019

LEGEND

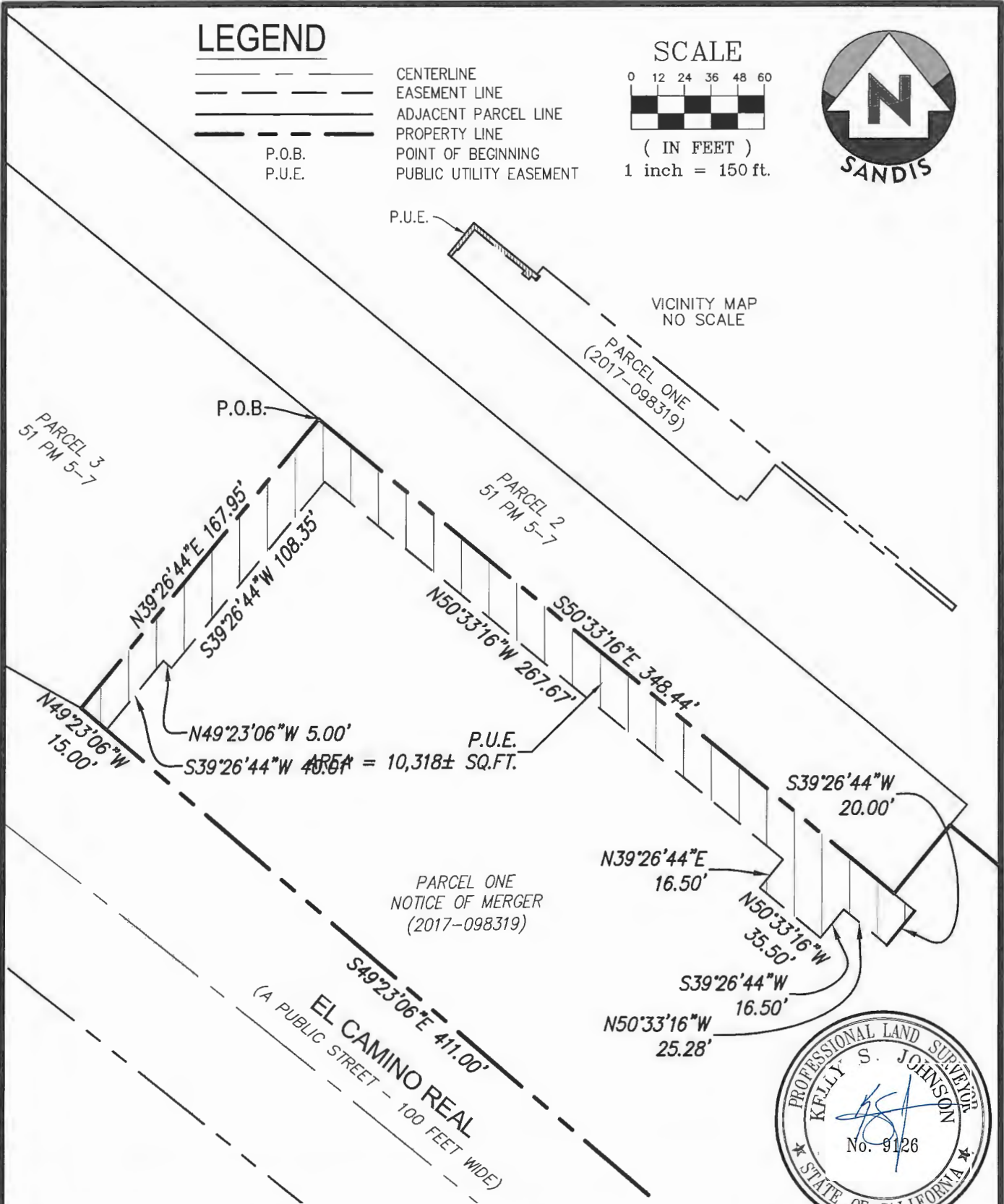
-  CENTERLINE
-  EASEMENT LINE
-  ADJACENT PARCEL LINE
-  PROPERTY LINE
-  P.O.B. POINT OF BEGINNING
-  P.U.E. PUBLIC UTILITY EASEMENT

SCALE



(IN FEET)

1 inch = 150 ft.



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

1700 Winchester Boulevard, Campbell, CA 95008 | P. 408.636.0900 | F. 408.636.0999 | www.sandis.net

SILICON VALLEY TRI-VALLEY CENTRAL VALLEY SACRAMENTO EAST BAY/SF

DATE: 4/30/19
 SCALE: 1"=60'
 DRAWN BY: KSJ
 APPROVED BY: KSJ
 DRAWING NO.: 212167

PUBLIC UTILITY
EASEMENT

MENLO PARK

SHEET

2

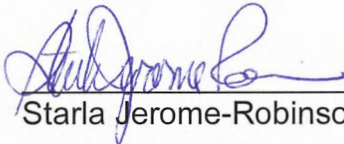
CA OF 2 SHEETS

CERTIFICATE OF ACCEPTANCE


This to certify that the interest in real property conveyed by the foregoing deed, grant or other instrument dated May 8, 2019, from the Board of Trustees of the Leland Stanford Junior University to the City of Menlo Park, a municipal corporation, is hereby accepted by the undersigned on behalf of the City pursuant to authority conferred by Resolution of the City Council of the City of Menlo Park bearing No. 6453, adopted on August 6, 2018, and said City consents to recordation thereof.

Dated 5/28, 2019

CITY OF MENLO PARK

By: 
Starla Jerome-Robinson, City Manager

ATTEST:


Judi A. Herren, City Clerk

PUBLIC UTILITY EASEMENT CLOSURE CALCULATIONS REPORT

Date: 4/30/2019

Parcel Name: 500 El Camino Real – Proposed Public Utility Easement
Description: 10,318±Sq. Ft. Easement for Public Utilities

North:1,990,955.0992' East:6,075,029.2869'

Segment# 1: Line

Course: N50°33'16"W Length: 25.28'
North: 1,990,971.1607' East: 6,075,009.7650'

Segment# 2: Line

Course: S39°26'44"W Length: 16.50'
North: 1,990,958.4190' East: 6,074,999.2818'

Segment# 3: Line

Course: N50°33'16"W Length: 35.50'
North: 1,990,980.9737' East: 6,074,971.8676'

Segment# 4: Line

Course: N39°26'44"E Length: 16.50'
North: 1,990,993.7155' East: 6,074,982.3508'

Segment# 5: Line

Course: N50°33'16"W Length: 267.67'
North: 1,991,163.7782' East: 6,074,775.6484'

Segment# 6: Line

Course: S39°26'44"W Length: 108.35'
North: 1,991,080.1072' East: 6,074,706.8088'

Segment# 7: Line

Course: N49°23'06"W Length: 5.00'
North: 1,991,083.3621' East: 6,074,703.0133'

Segment# 8: Line

Course: S39°26'44"W Length: 40.01'
North: 1,991,052.4652' East: 6,074,677.5931'

Segment# 9: Line
Course: N49°23'06"W Length: 15.00'
North: 1,991,062.2298' East: 6,074,666.2066'

Segment# 10: Line
Course: N39°26'44"E Length: 167.95'
North: 1,991,191.9256' East: 6,074,772.9128'

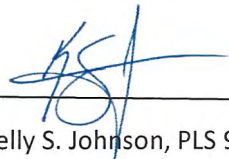
Segment# 11: Line
Course: S50°33'16"E Length: 348.44'
North: 1,990,970.5461' East: 6,075,041.9881'

Segment# 12: Line
Course: S39°26'44"W Length: 20.00'
North: 1,990,955.1015' East: 6,075,029.2812'

Perimeter: 1,066.20' Area: 10,317.63Sq.Ft.
Error Closure: 0.0061 Course: N67°50'14"W
Error North : 0.00230 East: -0.00566

Precision 1: 174,786.89





Kelly S. Johnson, PLS 9126

Date: April 30, 2019