

002771

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

2019-068388

County
10:33 am 08/26/19 ES Fee: NO FEE
Count of Pages 13
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).

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

PUBLIC SERVICE 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, a municipal corporation, in the 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 a nonexclusive easement and right-of-way ("Easement"), including the right of way ingress and egress, over and across a portion of the Public Service Easement (the "Easement Area") which easement is more particularly described and shown in Exhibit B, attached hereto and incorporated herein by this reference.

TERM

The Easement is granted in perpetuity.

MAINTENANCE

Grantor is responsible for maintaining and repairing the Easement Area and all improvements constructed in the Easement Area, in good condition, including, without limitation, the sidewalk, pedestrian walkway located within the Easement Area (if any), in accordance with City of Menlo Park Municipal Code Title 13 or to the extent not specified in Title 13, in accordance with City guidelines.

NONEXCLUSIVE EASEMENT

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

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Grantor reserves to itself the continued use of the Easement Area 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 the public'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 the public's use and enjoyment of the Easement Area.

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 or by operation of law, 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 Easement. 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]

SIGNATURES

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

8/6/19

Date

STEVE ELLIOTT

Name

APPROVED AS TO FORM:



William L. McClure, City Attorney

8/21/19

Date

CITY OF MENLO PARK:

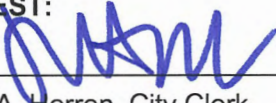


Justin I. C. Murphy, Director of Public Works

8/22/19

Date

ATTEST:



Judi A. Herren, City Clerk

8/22/19

Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

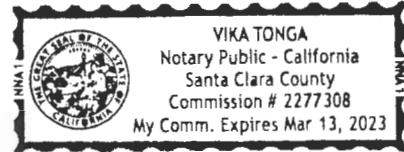
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

On 8/6/19 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

**CALIFORNIA ALL-PURPOSE
ACKNOWLEDGMENT**

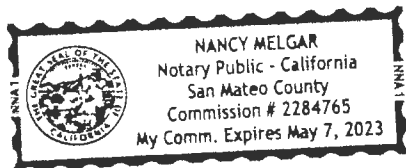
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California
County of San Mateo County

On August 22nd, 2019 before me, Nancy Melgar, Notary Public, personally appeared, Justin I. C. Murphy, 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.





Nancy Melgar
Notary Public, San Mateo County
Commission #2284765
Expires 05-07-2023

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.

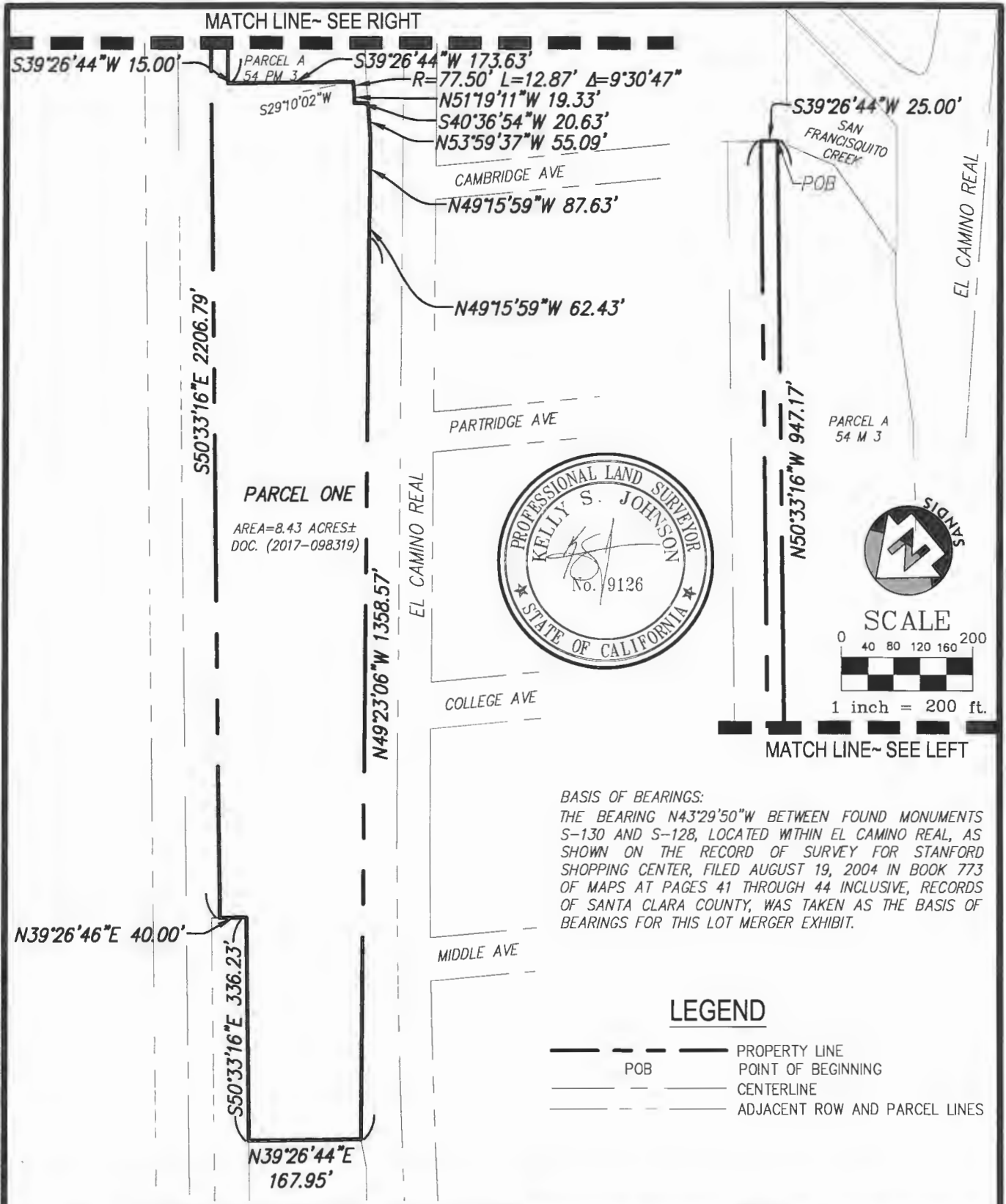
Described area containing 8.43 acres, more or less, as shown on Exhibit "A" plat to accompany legal description attached hereto and by this reference made a part hereof.





Kelly S. Johnson, PLS 9126

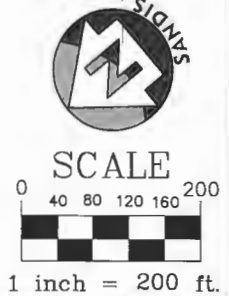
6/13/2019



MATCH LINE~ SEE RIGHT

MATCH LINE~ SEE LEFT

PARCEL ONE
 AREA=8.43 ACRES±
 DOC. (2017-098319)



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

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A

SANDIS <small>CIVIL ENGINEERS SURVEYORS PLANNERS</small> <small>1700 Winchester Boulevard, Campbell, CA 95008 P. 408.636.0900 F. 408.636.0999 www.sandis.net</small>	DATE: 4/30/19 SCALE: 1"=200' DRAWN BY: KSJ APPROVED BY: KSJ DRAWING NO.: 212167	EL CAMINO REAL PROPERTY DESCRIPTION	SHEET 2 OF 2 SHEETS
	SILICON VALLEY TRI-VALLEY CENTRAL VALLEY SACRAMENTO EAST BAY/SF		MENLO PARK CA

EXHIBIT "B"
Legal Description
Public Service 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 westerly corner of said Parcel One;

Thence, northeasterly along the northwesterly line of said Parcel, North 39°26'44" East, 10.00 feet;

THENCE, leaving said northwesterly line along a line parallel with and lying ten feet northeasterly of the southwesterly line of said Parcel the following four (4) courses

1. South 49°23'06" East, 411.21 feet;
2. South 49°23'06" East, 400.00 feet;
3. South 49°23'06" East, 210.00 feet;
4. South 49°23'06" East, 337.58 feet;

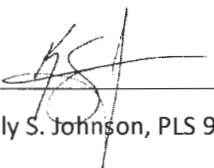
THENCE, South 49°15'59" East, 204.96 feet to a point on said Parcel One;

THENCE, along said Parcel, South 40°36'54" West, 5.46 feet to a point on the southwesterly line of said Parcel along the right of way line of 100-foot wide El Camino Real;

THENCE, continuing along said Parcel One the following six (6) courses;

1. North 53°59'33" West, 55.09 feet to a point of non-tangency;
2. North 49°15'59" West, 150.06 feet;
3. North 49°23'06" West, 337.57 feet to a point;
4. North 49°23'06" West, 210.00 feet to a point;
5. North 49°23'06" West, 400.00 feet to a point;
6. North 49°23'06" West, 411.00 feet to the **POINT OF BEGINNING**.

Said Easement containing 15,512 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.






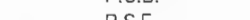




Kelly S. Johnson, PLS 9126

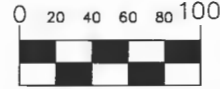


Date: May 28, 2019

LEGEND

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

GRAPHIC SCALE



1 inch = 100 ft.



VICINITY MAP
NO SCALE

P.S.E. →
PARCEL ONE
(2017-098319)

PARCEL 3
51 PM 5-7

PARCEL 2
51 PM 5-7

N39°26'44"E
10.00'

P.O.B.

P.S.E
AREA = 15,512± SQ.FT.

(FORMERLY UNION PACIFIC RAILROAD
SOUTHERN PACIFIC RAILROAD COMPANY)
(100' WIDE RIGHT OF WAY)

EL CAMINO REAL
(A PUBLIC STREET - 100 FEET WIDE)

MIDDLE AVE

PARCEL ONE
NOTICE OF MERGER
(2017-098319)

S49°23'06"E 411.21'
N49°23'06"W 411.00'

10.00'

S49°23'06"E 400.00'
N49°23'06"W 400.00'

MATCH LINE

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: 5/28/19
SCALE: 1"=100'
DRAWN BY: KSJ
APPROVED BY: KSJ
DRAWING NO.: 212167






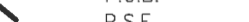

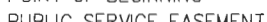
PUBLIC SERVICE EASEMENT
MENLO PARK CA

SHEET

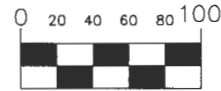
2

OF 3 SHEETS

LEGEND

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

GRAPHIC SCALE



1 inch = 100 ft.



VICINITY MAP
NO SCALE

MATCH LINE

P.S.E. →
PARCEL ONE
(2017-098319)

S49°23'06"E 210.00'
N49°23'06"W 210.00'

P.S.E.
AREA = 15,512± SQ.FT.

S49°23'06"E 337.58'
N49°23'06"W 337.57'

PARCEL ONE
NOTICE OF MERGER
(2017-098319)

PARTRIDGE
AVE

EL CAMINO REAL
(A PUBLIC STREET - 100 FEET WIDE)

10.00'

CAMBRIDGE
AVE

LINE TABLE		
	BEARING	DISTANCE
L1	S49°15'59"E	204.96'
L2	S40°36'54"W	5.46'
L3	N53°59'33"W	55.09'
L4	N49°15'59"W	150.06'

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

DATE: 5/28/19
SCALE: 1"=100'
DRAWN BY: KSJ
APPROVED BY: KSJ
DRAWING NO.: 212167

PUBLIC SERVICE EASEMENT
MENLO PARK CA

SHEET

3

OF 3 SHEETS

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

PUBLIC SERVICE EASEMENT CLOSURE CALCULATIONS REPORT

Date: 5/28/2019

500 El Camino Real – 15,512±S.F. Proposed Public Utility and Access Easement

North: 1,990,405.1767'

East: 6,075,447.7626'

Segment# 1: Line

Course: S49°23'06"E

Length: 337.58'

North: 1,990,185.4213'

East: 6,075,704.0199'

Segment# 2: Line

Course: S49°15'59"E

Length: 204.96'

North: 1,990,051.6760'

East: 6,075,859.3287'

Segment# 3: Line

Course: S40°36'54"W

Length: 5.46'

North: 1,990,047.5313'

East: 6,075,855.7744'

Segment# 4: Line

Course: N53°59'33"W

Length: 55.09'

North: 1,990,079.9183'

East: 6,075,811.2099'

Segment# 5: Line

Course: N49°15'59"W

Length: 150.06'

North: 1,990,177.8389'

East: 6,075,697.5016'

Segment# 6: Line

Course: N49°23'06"W

Length: 337.57'

North: 1,990,397.5878'

East: 6,075,441.2520'

Segment# 7: Line

Course: N49°23'06"W

Length: 210.00'

North: 1,990,534.2921'

East: 6,075,281.8408'

Segment# 8: Line

Course: N49°23'06"W
North: 1,990,794.6813'

Length: 400.00'
East: 6,074,978.2004'

Segment# 9: Line

Course: N49°23'06"W
North: 1,991,062.2312'

Length: 411.00'
East: 6,074,666.2099'

Segment# 10: Line

Course: N39°26'44"E
North: 1,991,069.9535'

Length: 10.00'
East: 6,074,672.5634'

Segment# 11: Line

Course: S49°23'06"E
North: 1,990,802.2669'

Length: 411.21'
East: 6,074,984.7133'

Segment# 12: Line

Course: S49°23'06"E
North: 1,990,541.8777'

Length: 400.00'
East: 6,075,288.3536'

Segment# 13: Line

Course: S49°23'06"E
North: 1,990,405.1734'

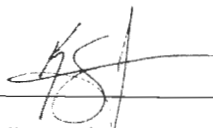
Length: 210.00'
East: 6,075,447.7648'

Perimeter: 3,142.93'
Error Closure: 0.0040
Error North : -0.00331

Area: 15,511.82Sq.Ft.
Course: S33°35'07"E
East: 0.00220

Precision 1: 785,732.50





Kelly S. Johnson, PLS 9126

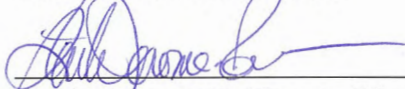
Date: May 28, 2019

CERTIFICATE OF ACCEPTANCE

This to certify that the interest in real property conveyed by the foregoing deed, grant or other instrument dated August 6, 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.

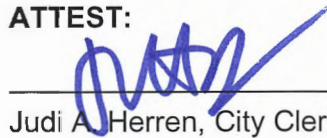
Dated August 22, 2019

CITY OF MENLO PARK:



Starla Jerome-Robinson, City Manager

ATTEST:



Judi A. Herren, City Clerk