



City of Palo Alto

City Council Staff Report

(ID # 9882)

Report Type: Consent Calendar

Meeting Date: 12/10/2018

Summary Title: Highway 101 Overpass Resolution for Maintenance Agreement with State and Google Easement

Title: Adoption of a Resolution Authorizing the City Manager to Enter Into a Project Specific Maintenance Agreement With the State of California Department of Transportation for the Highway 101 Pedestrian/Bicycle Overpass Project; and Approve the Easement Agreement for Public Access, Utilities, and the Bicycle/Pedestrian Overcrossing Between Google and the City, and Delegate Authority to the City Manager, or his designee, to Sign the Easement Agreement for the Project (PE-11011)

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that the City Council:

1. Adopt a Resolution (Attachment A) and authorize the City Manager, or his designee, to enter into a Project Specific Maintenance Agreement between the State of California (State) Department of Transportation and the City for the Highway 101 Pedestrian/Bicycle Overpass Project (PE-11011) (Attachment B); and
2. Approve the Easement Agreement for Public Access, Utilities, and the Bicycle/Pedestrian Overcrossing between Google LLC, a Delaware limited liability company, and the City (Attachment C) and delegate authority to the City Manager, or his designee, to sign the Easement Agreement for the Project (PE-11011)

Background

In 2012, Council adopted the [2012 Bicycle + Pedestrian Transportation Plan](#), identifying the Highway 101 bicycle and pedestrian overpass as a top priority.

The project construction documents are nearing completion, and the project is expected to go to bid in January 2019. Completion of the Caltrans maintenance agreement and the Google easement agreement is necessary to complete the Caltrans Right-of-Way process.

Since spring 2018, the City has been working with Caltrans (California Department of Transportation) and Google to draft the maintenance and easement agreements. The City has received the State's maintenance agreement and Google's approval of the easement for Council's consideration.

Discussion

Maintenance Agreement

Staff recommends adoption of the resolution and approval of the Project Maintenance Agreement between the City and State. The agreement sets forth the responsibilities of the City and the State for the maintenance of the Highway 101 Pedestrian Overcrossing (POC) within the State's right-of-way, once the POC is constructed. Staff recommends that Council authorize the City Manager, or his designee, to execute the agreement.

The City will assume permanent maintenance responsibility for the project improvements. The City lacks the in-house expertise to maintain the bridge structure over the freeway as the City's maintenance on other bridge structures over freeways is limited to bridge deck surfaces. The City will likely seek a maintenance services contract. These services may vary from structural and railing repairs to graffiti abatement requiring freeway access and traffic control.

3600 West Bayshore Road Easement

Google has donated a permanent easement to the City for the bicycle and pedestrian overcrossing, allowing year-round access to the public.

Easements are required for temporary construction and permanent activities and improvements related to building the new overcrossing structure on 3600 West Bayshore Road located near the west side of Barron Creek (Attachment C). The

temporary, exclusive easement will enable construction and temporary traversal of equipment and materials to build on the project site and will be in place for an anticipated 18-month timeframe commencing at the start of construction.

Upon completion of the construction, the permanent, non-exclusive easement commences and includes reconfigured driveway and parking stalls, the bridge structure and piles, landscaping, amenities such as lighting, and signage. The landscape area around the parking lot will be improved and serve as a bio-retention area. There will be no net loss or increase of private parking stalls, allowing Google to continue use of their private parking lot.

Resource Impact

The City, under the Maintenance Agreement with Caltrans, will be responsible for the cost of maintenance of the overcrossing. Funding to cover incremental costs associated with the Maintenance Agreement will be included beginning in the FY2021 Operating Budget. An update of the project costs and necessary maintenance fees will be provided to Council when the construction contract is awarded in 2019.

The State has waived the current as well as any future encroachment permit fees to support the project. Google has donated the easements granted under the Easement Agreement at no cost to the City, in support of the Highway 101 bicycle and pedestrian overcrossing project.

Policy Implications

The proposed recommendations support the Council-adopted Comprehensive Plan objectives, goals, and policies.

This project addresses two key Capital Improvement Projects identified as priority projects in the City's 2012 Bicycle + Pedestrian Transportation Plan to improve across-barrier connections and trail connections in the City. The project focuses on reducing single-occupancy vehicle trips and associated emissions, and providing improved connections between open space and recreational areas, and nearby residential and commercial uses. The plan also includes objectives to double the rate of bicycling for both local and total work commutes by 2020 as well as to convert discretionary vehicle trips into walking and bicycling trips to

reduce City transportation-related greenhouse gas (GHG) emissions by 15 percent by 2020. This project supports these objectives.

Timeline

Following completion of the Caltrans certification process for the plans, specifications, estimate, and right-of-way documents anticipated early next year, the project construction bid process will commence. Construction is anticipated to begin in 2019 and end in Summer 2020.

Environmental Review

This activity will not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

Attachments:

- Attachment A: Council Resolution
- Attachment B: Maintenance Agreement
- Attachment C: Easement

Not Yet Approved

Resolution No. _____

Resolution of the Council of the City of Palo Alto Approving the Project Specific Maintenance Agreement Between the City of Palo Alto and the State of California for the Pedestrian Overcrossing in the City of Palo Alto for City-Installed Improvements at Highway 101 Under Encroachment Permits Issued by the State

RECITALS

A. Effective June 1, 1961, a Freeway Maintenance Agreement was executed by and between the City of Palo Alto and the State of California, addressing maintenance responsibilities for identified portions of State Highways in the City of Palo Alto.

B. Effective July 1, 1964, an Agreement for Maintenance of State Highways in the City of Palo Alto was executed between the City and the State, superseding the Freeway Maintenance Agreement dated June 1, 1961.

C. Effective July 1, 2007, an Agreement for Maintenance of State Highways in the City of Palo Alto was executed by and between the City and the State, superseding any previous agreement for maintenance of the identified portions of State Highways in the City of Palo Alto and/or amendments thereto.

D. The City and State now desire to enter into a Project Specific Maintenance Agreement (the "Agreement"), pursuant to Section 130 of the Streets and Highways Code, setting forth the City's maintenance responsibilities for the Highway 101 Pedestrian Overcrossing, an improvement that the City may install in the future in the City of Palo Alto pursuant to encroachment permits issued by the State.

E. The Agreement, if executed, shall supplement and not replace or supersede the Maintenance Agreement dated July 1, 2007. The Agreement would become effective upon full execution by the parties and remain in effect until amended or terminated.

F. The City Council is familiar with the Agreement and with the rights and duties of the State of California Department of Transportation and the City of Palo Alto under the Agreement.

NOW, THEREFORE, the Council of the City of Palo Alto RESOLVES as follows:

SECTION 1. The City Council resolves that the Agreement for maintenance of the Highway 101 Pedestrian Overcrossing along the specified state highway in the City of Palo Alto is hereby approved.

SECTION 2. The City Manager or his designee is hereby authorized and directed to execute the same for and on behalf of the City of Palo Alto, and the City Clerk is authorized and directed to attest his signature.

Not Yet Approved

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

APPROVED:

Assistant City Attorney

City Manager

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
FOR PEDESTRIAN OVERCROSSING IN THE CITY OF PALO ALTO**

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the City of Palo Alto, hereinafter referred to as “CITY”, and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. WHEREAS, in accordance with the said agreement, it was agreed by PARTIES that prior to or upon PROJECT completion, CITY and STATE will enter into a Maintenance Agreement, and
2. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of PROJECT constructed under the Encroachment Permit Number _____, and
3. WHEREAS there is an existing Freeway Maintenance Agreement with CITY of Palo Alto; dated June 1st, 1961. This agreement is not meant to replace or supersede the earlier agreement(s).

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

4. Exhibit A consists of plan drawings that delineate the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Maintenance Agreement.
5. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise the Exhibit A by a mutual written-execution of the exhibit
6. CITY must obtain the necessary Encroachment Permits from STATE’s District 4 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

7. ADOBE CREEK PEDESTRIAN OVERCROSSING

7.1. CITY will maintain, at CITY expense, the entire structure of the Pedestrian Overcrossing (“POC”).

7.2. CITY, at CITY expense, will maintain the deck surfacing and all portions of the structure above the bridge and ramp deck. The above deck portions include, but not limited to, chain link railing, lighting installations, all traffic service facilities provided for the benefit or control of pedestrian-traffic such as guide and regulatory signs, bollards and striping, and debris and graffiti removal.

8. City shall be responsible for maintenance of sidewalk, any plantings or other types of roadside development, and removal of POC structure surface graffiti.

9. LANDSCAPED AREAS - CITY is responsibility for the maintenance of any plantings or other types of roadside development lying outside of the area reserved for exclusive freeway use.

10. LEGAL RELATIONS AND RESPONSIBILITIES

10.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

10.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

10.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees

from all claims, suits or actions of every name, kind and description brought forth under, including section but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

11. PREVAILING WAGES:

11.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include applicable prevailing wage requirements in its contracts for public works hereunder. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

11.2. Requirements in Subcontracts – CITY shall require its contractors to include applicable prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

12. INSURANCE

12.1. SELF-INSURED -CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.

12.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract, CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

13. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

14. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement. IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF PALO ALTO

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor

LAURIE BERMAN
Director of Transportation

Initiated and Approved

By: _____
CITY Manager

By: _____
David Ambuehl
Deputy District Director
Maintenance District

ATTEST:

By: _____
CITY Clerk

Approved as to Form:

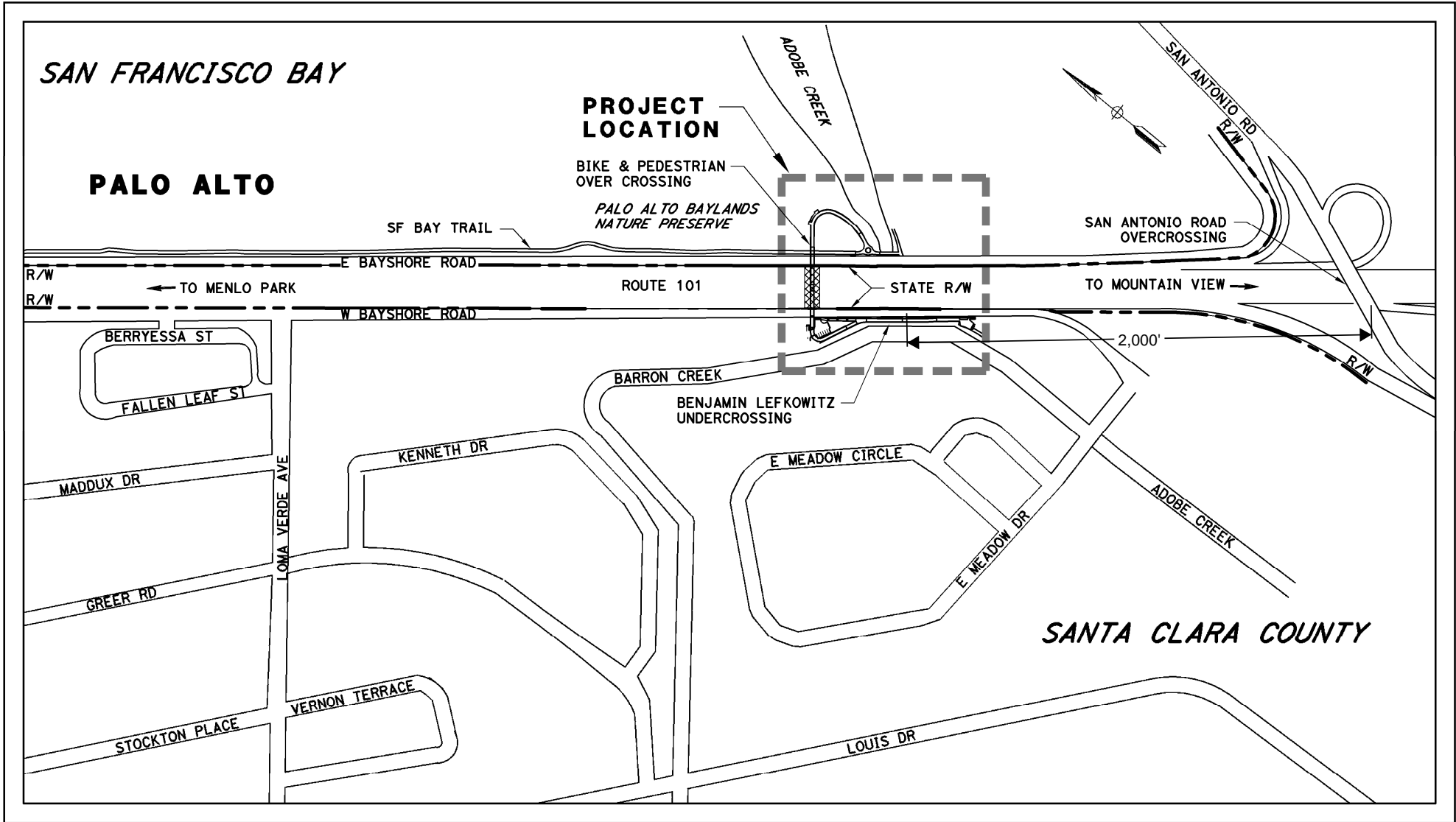
By: _____
CITY Attorney

EXHIBIT "A"

FREEWAY MAINTENANCE AGREEMENT WITH CITY OF PALO ALTO 04-SCL-101-PM-50.7

LEGEND

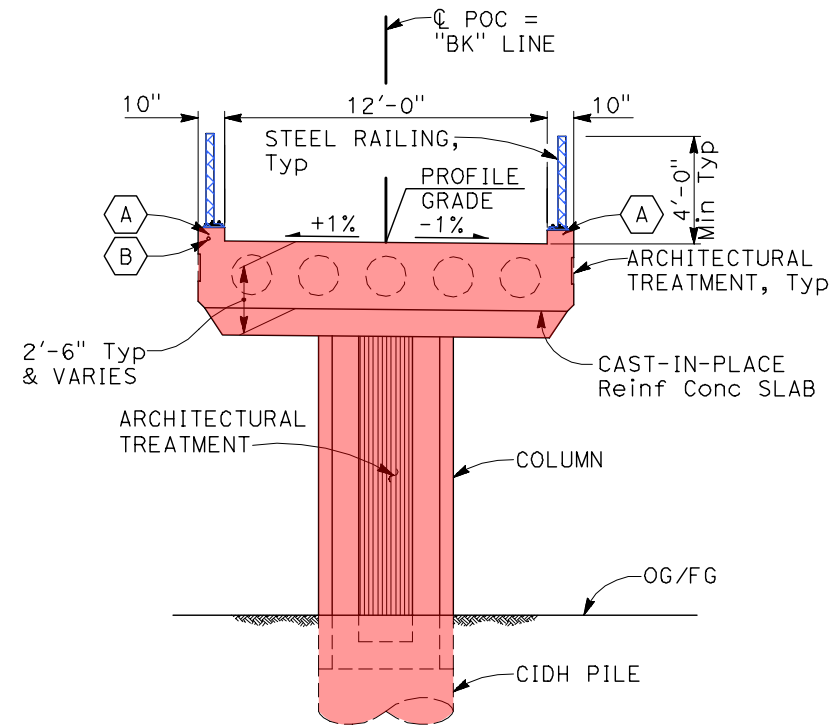
 AREA WITHIN STATE
RIGHT OF WAY TO BE
MAINTAINED BY CITY



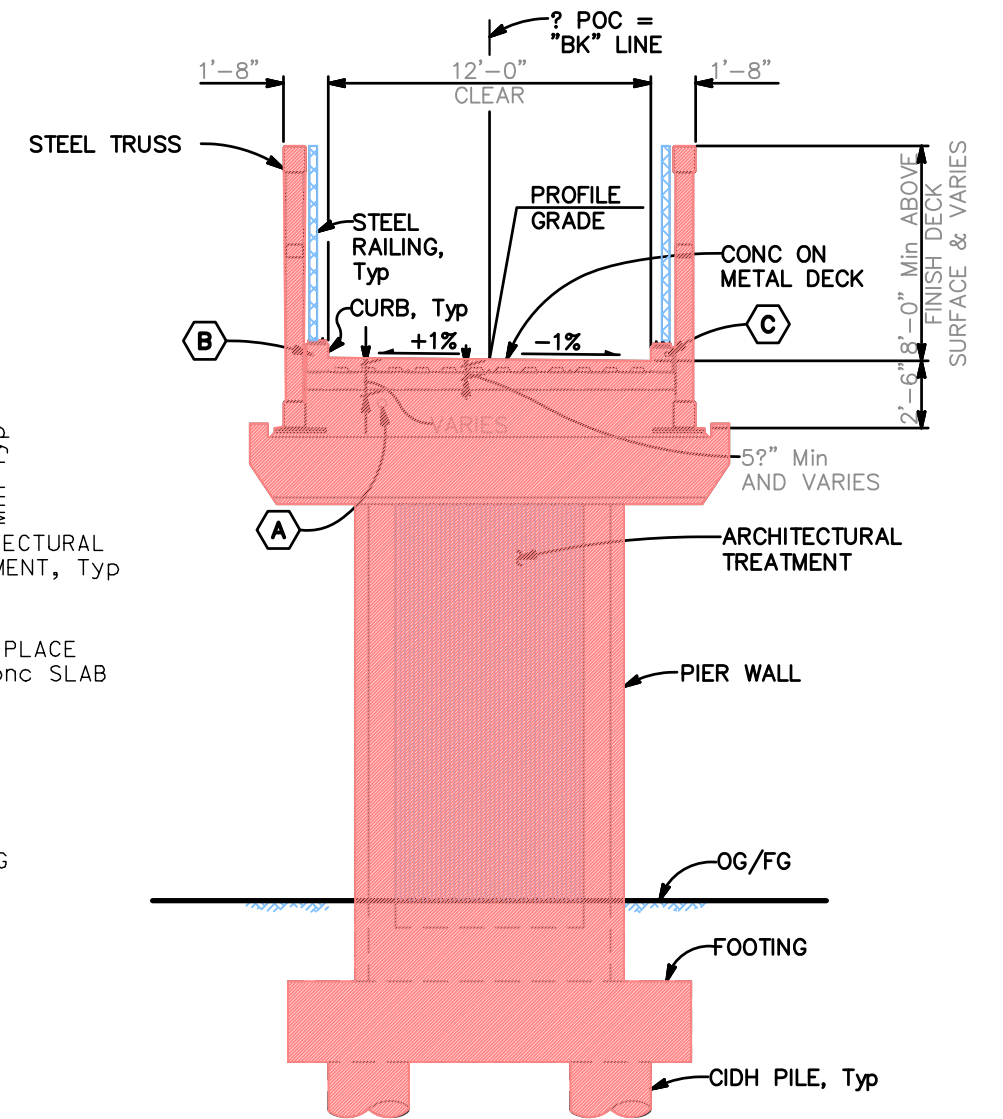
**EXHIBIT A (Sheet 1 OF 2)
LOCATION MAP**

NOTE:

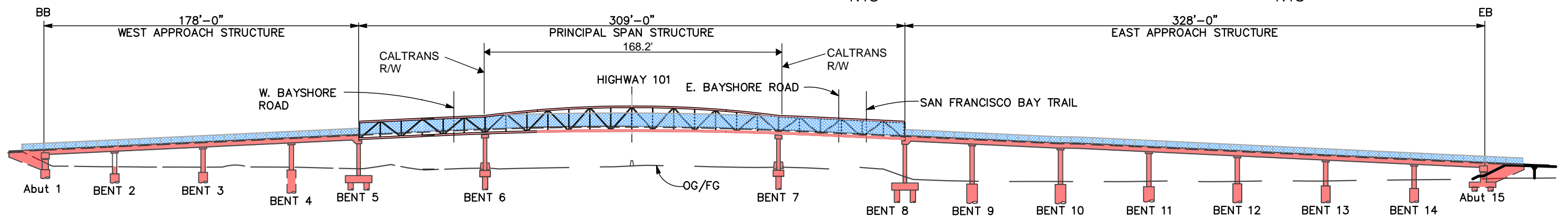
Adobe Creek POC to be maintained in its entirety by the City of Palo Alto



APPROACH STRUCTURE BENT SECTION
NTS



PRINCIPAL SPAN BENT SECTION
NTS



ADOBE CREEK BRIDGE CROSS SECTION
NTS



PROJECT: PE-11011
 CALTRANS: EA 04-4H1300
 DATE: 9/24/18
 SCALE: AS SHOWN

CITY OF PALO ALTO
HIGHWAY 101 BICYCLE/PEDESTRIAN OVERCROSSING AND ADOBE CREEK REACH TRAIL

JOB NO.
 PE-11011
 EXHIBIT
A Page 2 of 2

Recorded at no charge in accordance with Government Code Section 6103 at the request of, and when recorded return to:

REAL PROPERTY MANAGER
City of Palo Alto

PO Box 10250
Palo Alto, CA 94303

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

A.P. No.: 127-10-076
Property Address: 3600 West Bayshore Road, Palo Alto, CA 94301
City of Palo Alto Project No. PE-11011

**EASEMENT AGREEMENT FOR
PUBLIC ACCESS, UTILITIES, AND BICYCLE/PEDESTRIAN OVERCROSSING
PALO ALTO, CALIFORNIA**

THIS EASEMENT AGREEMENT FOR PUBLIC ACCESS, UTILITIES, AND BICYCLE/PEDESTRIAN OVERCROSSING PALO ALTO, CALIFORNIA (this "Easement Agreement") is made and entered into this _____ of _____, 2018, (the "Effective Date") by and between GOOGLE LLC, a Delaware limited liability company ("Grantor") and the CITY OF PALO ALTO, a chartered city and municipal corporation of the State of California ("City" OR "Grantee"). Grantee and Grantor may be referred to in this Easement Agreement either individually as a "Party", or collectively as the "Parties".

RECITALS

The following recitals are a substantive portion of this Easement Agreement.

A. City is undertaking the Highway 101 Pedestrian/Bicyclist Overcrossing Project (the "Project") for the construction of a new, year-round bicycle and pedestrian overcrossing over Highway 101 at Adobe Creek near the City's southern border. The Project includes the principal span structures consisting of self-weathering steel trusses over Highway 101 and East and West Bayshore Roads, the east and west concrete approach structures, three trailheads, and the Adobe Creek Reach Trail. The pathway will be 12 feet wide. The Adobe Creek Reach Trail will connect the trailheads at East Meadow Drive and West Bayshore Road. Site amenities, signage, landscaping, and lighting are also included.

B. Grantor is the owner of certain real property located in City of Palo Alto, County of Santa Clara, California, on which a portion of the Project will be constructed. Certain below-

grade, surface, and overhead facilities and improvements necessary for the Project will be constructed and installed on and under the Easement Area, as defined below, and the City will need to access the Temporary Construction Easement Area, as defined below, during construction of the Project. Grantor is willing to convey an exclusive easement to the City over the Temporary Construction Easement Area and the Easement Area for the construction of such facilities and improvements, and a nonexclusive easement to City over the Easement Area for the ongoing use and maintenance of such facilities and improvements, subject to the terms and conditions contained in this Easement Agreement.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Easement Area; Temporary Construction Easement Area.

a. Easement Area. The property subject to the Easement, as defined below, is a portion of the property identified as Santa Clara County APN: 127-10-076. The Easement Area includes surface area, as well as the space above and space below, as more particularly described and designated in EXHIBIT "A", which provides a narrative description, and EXHIBIT "B", which provides a map, which exhibits are attached hereto and made a part hereof (the "**Easement Area**"). A Project map is provided at EXHIBIT "C", attached hereto and made a part hereof. Pages 1 through 3 of EXHIBIT "D", attached hereto and made a part hereof, provide Project detail, including cross-section visual depictions of the Overcrossing (as defined below) at bridge bent, the approach structure, and the raised sidewalk, respectively.

b. Temporary Construction Easement Area. The property subject to the Temporary Construction Easement, as defined below, is a portion of the property identified as Santa Clara County APN: 127-10-076, located adjacent to the Easement Area and consisting of approximately 11 parking spaces and the surrounding landscaped area, totaling approximately 17,370 square feet (the "**Temporary Construction Easement Area**"), as more particularly described and designated in EXHIBIT "E", attached hereto and made a part hereof. The Temporary Construction Easement Area includes surface area, as well as the space above and space below.

2. Grant of Temporary Construction Easement. Grantor hereby grants to Grantee the temporary and exclusive right, for the duration of Project construction, to access the Easement Area and the Temporary Construction Easement Area, together with right of way, on, along, in, over, and under all of the Easement Area and the Temporary Construction Easement Area, for purposes of carrying out the construction of the Highway 101 Pedestrian/Bicycle Overcrossing (the "**Overcrossing**"), related facilities (the "**Facilities**"), and related improvements, including but not limited to, the bridge deck, columns and foundations, railings, utilities, lighting, electric, fiber and stormwater treatment area and drainage pipe (the "**Improvements**") for the Project (the "**Temporary Construction Easement**"). This Temporary

Construction Easement shall include the temporary right to access the Easement Area and the Temporary Construction Easement Area with vehicles, tools, and other materials such as staging, falsework, and whatever necessary to construct the Project. Grantee shall secure the Easement Area and the Temporary Construction Easement Area during construction to prevent public access. The Temporary Construction Easement shall commence upon Grantee providing Grantor with ten (10) business days' prior written notice of Grantee's intent to commence construction of the Project ("**Temporary Construction Easement Commencement**"). Grantee shall use reasonable best efforts to complete construction of the Project ("**Construction Completion**"), including the Landscaping as defined below, within the Easement Area and the Temporary Construction Easement Area within 18 months of Temporary Construction Easement Commencement. Grantee shall provide advance written notice to Grantor of any anticipated delay in Construction Completion, together with an explanation for such delay, but delay in Construction Completion shall not constitute a breach of this Easement Agreement. Grantee shall utilize reasonable best efforts to timely complete construction. Prior to Construction Completion, Grantee, at its sole cost and expense, shall repair and replace any asphalt, concrete pavement, car stops, parking bollards, curbs, and other items damaged in the Temporary Construction Easement Area during the construction, and perform any restriping as necessary, all to Grantor's reasonable satisfaction. The Temporary Construction Easement shall terminate upon the date that Grantee sends written Notice of Construction Completion to Grantor.

3. Grant of Easement; Adjacent Lands.

a. Grant of Easement. Immediately upon the termination of the Temporary Construction Easement as above, Grantor hereby grants to Grantee the permanent, nonexclusive right to access, inspect, reconstruct, maintain and repair the Overcrossing, the Facilities, and the Improvements, together with right of way, on, along, in, over, and under all of the Easement Area, hereinafter described (the "**Easement**"). This shall include the right to access with vehicles, tools, and other materials such as staging, falsework, and whatever necessary to inspect, reconstruct, maintain, and repair the Overcrossing, the Facilities, and the Improvements. This Easement shall include the right of the general public to use the Overcrossing and pathways as depicted in Exhibit "D" and Exhibit "E". This Easement shall not include a right of the general public to use the parking spaces located in the Easement Area, as depicted in Exhibit "E". The parking spaces located in the Easement Area shall be for the exclusive use of Grantor, except that Grantee shall have the right to access and use the parking spaces in the Easement Area for the limited purposes of inspecting, reconstructing, maintaining, and repairing the Overcrossing, Facilities, and Improvements pursuant to the Easement, and maintaining the Landscaping for the time period detailed in Section 6 ("**Responsibility for Parking Lot and Landscaping**") below. Grantor shall have the right to exclude the public from the parking spaces located in the Easement Area, including but not limited to reporting improperly parked vehicles for towing.

b. Adjacent Lands. Grantor further grants to Grantee the permanent, nonexclusive right of ingress to and egress from the Easement Area over and across the lands of

Grantor adjacent to the Easement Area by means of roads and lanes thereon, if such there be, otherwise by such route or routes as Grantor shall designate after consultation with Grantee, provided, that such right of ingress and egress shall not extend to any portion of said adjacent lands which is isolated from the Easement Area by any public road or highway.

4. Grantor's Reserved Rights. Following the termination of the Temporary Construction Easement, Grantor shall have the right to use the Easement Area for all purposes consistent with Grantee's full enjoyment of the rights hereby granted, provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, within the Easement Area. Grantor acknowledges that the west approach structures for the Overcrossing are supported by columns on cast-in-drilled-hole (CIDH) concrete piles. The CIDH piles will be drilled to a minimum pile depth of ninety (90) feet, depending on soil condition below the ground surface.

5. Responsibility for Overcrossing, Facilities, and Improvements. Grantee shall be solely responsible for the design, construction, reconstruction, inspection, maintenance, and repair of the Overcrossing, the Facilities, and the Improvements at its sole cost and expense. Grantor reserves the right to review and comment on the design and location of the Overcrossing, the Facilities, and the Improvements. Following the termination of the Temporary Construction Easement, and excluding emergency work, inspection, maintenance, and repairs, Grantee will provide a minimum of ten (10) business days' prior written notice to Grantor before commencing any major reconstruction of the Overcrossing, the Facilities, and/or the Improvements, or before utilizing five (5) or more parking spaces within the Easement Area at any one time. Notwithstanding the foregoing, any failure of Grantee to provide such notice shall not constitute a breach of this Easement Agreement.

6. Responsibility for Parking Lot and Landscaping. As part of the Project, Grantee shall reconfigure the existing parking lot (asphalt and striping) within the Easement Area (the "Parking Lot"), as depicted in EXHIBIT "E", with no net loss to the number of parking spaces once the Project is completed. Grantee shall be responsible, at its sole cost and expense, for such reconfiguration, including design, construction and installation of the Parking Lot. As part of the Project, Grantee shall also be responsible, at its sole cost and expense, for the design and installation of landscaping surrounding the Parking Lot and surrounding the existing parking spaces within the Temporary Construction Easement Area (the "Landscaping") in the area depicted in EXHIBIT "E". Grantor reserves the right to review and comment on the design of the Landscaping, and Grantee shall use reasonable best efforts to address and incorporate Grantor's comments, if any, on the Landscaping. Grantee shall be responsible for the maintenance and repair of the Parking Lot and Landscaping in the Easement Area, and the Landscaping in the Temporary Construction Easement Area, for a period of one (1) year following Construction Completion. Thereafter, Grantor shall be responsible for the maintenance and repair of the Parking Lot and Landscaping. Upon written notice to Grantee, Grantor may assume responsibility for the maintenance and repair of the Parking Lot and Landscaping prior to the expiration of the one (1) year period. Notwithstanding Grantor's responsibility with regard to the Parking Lot and Landscaping commencing no later than one (1)

year following Construction Completion, Grantee shall nevertheless continue to be responsible for the stormwater treatment area and drainage pipe within the Easement Area, which are located underneath the Landscaping within the Easement Area, as shown in EXHIBIT "E". If the Parking Lot and/or Landscaping are impacted by any Grantee construction, reconstruction, inspection, maintenance, and/or repair of the stormwater treatment area and/or drainage pipe, Grantee shall restore the Parking Lot and/or Landscaping to the condition prior to such impact.

7. Grantee's Additional Rights and Obligations.

a. Graffiti removal. Grantee shall have the right and obligation to remove graffiti from any and all permanent Improvements owned and/or maintained by the Grantee on the said Easement Area. Grantee shall regularly inspect the Easement Area for graffiti and promptly remove any graffiti on the Easement Area. Grantor may notify Grantee of the presence of graffiti on the Easement Area, and Grantee shall thereafter promptly remove such graffiti. Graffiti removal shall be compliant with the Grantee's graffiti abatement program. The painting or repair of the property on said Easement Area where the graffiti is located shall be limited to only that area, or those areas, where the graffiti has applied.

b. Easement Area Markers. Grantee shall have the right to mark the location of the Easement Area by suitable markers set in the ground or on Improvements constructed by Grantee, provided that such markers shall be placed on locations which will not interfere with any reasonable use Grantor shall make of the Easement Area.

c. Signage. Grantee acknowledges that Grantor's parking facilities are not intended for public parking for trail use and that the Easement does not extend to nor permit public parking in the Easement Area. Grantee agrees to post signage advising and directing the public against parking in the Easement Area while using the trail.

d. Proof of Self-Insurance/Insurance Coverage. Grantee is a self-insured public entity and a member of a risk pool with other public entities. Grantee shall maintain in force, for however long as Grantee makes use of the Easement Area and the Temporary Construction Easement Area, proof of self-insurance and/or a policy of liability insurance, including contractual liability coverage, on an occurrence basis for bodily injury, death, and property damage, with coverage limits of not less than \$5,000,000 per occurrence, with limits to be increased every five (5) years at Grantor's request.

8. Non-use and Abandonment. Upon Grantee's abandonment of the Easement, or portion thereof, all right, title, and interest of Grantee in the Easement Area not used for the purposes described above shall revert to Grantor, upon Grantee's request. Non-use of the Easement, or portion thereof, for a continuous period of five (5) years or more shall be conclusive evidence of the abandonment thereof, and Grantee will, on demand, execute, acknowledge, and deliver unto Grantor a good and sufficient deed quitclaiming to Grantor all said right of way and Easement or such portion thereof as may be abandoned.

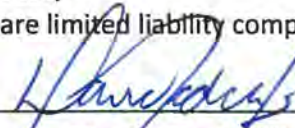
9. Grantee Indemnity of Grantor. Grantee hereby agrees to indemnify Grantor against and hold it harmless from any and all loss, damage and liability for damages, whether for damage to or loss of property, or injury to or death of persons, which shall in any way arise out of or be connected with the rights hereby granted, unless such damage, loss, injury or death shall be caused by the sole or active negligence or willful misconduct of Grantor.

10. Successors and Assigns. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

11. Donation. Grantor provides the Easement herein granted as a donation to Grantee. Grantor, having initiated this donation, has been informed of the right to compensation for the Easement so donated and hereby waives any right to compensation.

Dated 11/28, 2018

GOOGLE LLC,
a Delaware limited liability company

By 
Name David Radcliffe
Title VP, Real Estate



CITY OF PALO ALTO,
a chartered city and municipal corporation of the State of California

By _____
Name _____
Title _____

APPROVED AS TO FORM:
Molly S. Stump
City Attorney

By: _____
Cassie Coleman
Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 11/28/2018 before me, Rachel A. Bussolini, Notary Public,

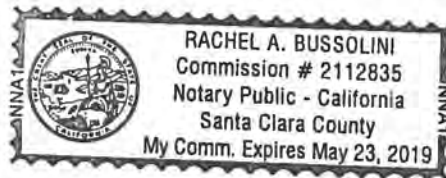
personally appeared, David Kadette

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.

Rachel A. Bussolini
Notary Public Signature



Seal

OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT

Title or Type of Document _____

Date of Document _____ Number of Pages _____

Signers(s) Other Than Named Above _____

CERTIFICATE OF ACKNOWLEDGMENT
(Civil Code § 1189)

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 _____, before me, _____, a notary public in and for said County, 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 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.

CERTIFICATE OF ACKNOWLEDGMENT
(Civil Code § 1189)

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 _____, before me, _____, a notary public in and for said County, 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 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.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the City of Palo Alto, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the Council of the City of Palo Alto, pursuant to authority conferred by resolution of the said Council adopted on March 15, 1971, and the City of Palo Alto consents to recordation thereof by its duly authorized officer.

Dated _____

By: _____
City Manager or Designee

APPROVALS

Approved as to Form

By: _____
City Attorney

CERTIFICATE OF ACKNOWLEDGMENT
(Civil Code § 1189)

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 _____, before me, _____, a notary public in and for said County, 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 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.

Title: _____

EXHIBIT A
PEDESTRIAN OVERCROSSING EASEMENT

All that real property situate in the City of Palo Alto, County of Santa Clara, State of California, described as follows

BEING all of the lands conveyed to Google, Inc., a Delaware corporation as shown in the Grant Deed recorded on December 5, 2013, in Document No. 22464253, Santa Clara County Records and being further described as follows

BEGINNING at a found nail and tag, LS 6766, set in lead plug in concrete on the Southwesterly sideline of the Highway 101 Right of Way, also being the Northwesterly sideline of West Bayshore Road as shown on Page 6 of that certain Record of Survey Map recorded in Book 911 of Maps, at Page 1 through 15, Santa Clara County Records, from which a found nail and tag, LS 6766, set in lead plug in concrete along said common sideline bears, North 38° 55' 59" West, 164.95 feet distant; thence from said point of beginning and leaving said common sideline

South 51° 04' 13" West, 41.10 feet to a point on the Southwesterly sideline of West Bayshore Road; thence along said sideline

North 38° 55' 47" West, 28.32 feet to the Easterly most corner of said lands of Google and the TRUE POINT OF BEGINNING of this description; thence continuing along the Southwesterly sideline of West Bayshore Road and along the Northeasterly boundary of said lands of Google

1. North 38° 55' 47" West, 264.90 feet; thence leaving said sideline of West Bayshore Road and said boundary of lands of Google
2. South 51° 04' 21" West, 110.07 feet, to a point on a Southwesterly boundary of said lands of Google; thence along said Southwesterly boundary
3. South 45° 04' 13" East, 59.71 feet, to an angle point in said Southwesterly boundary; thence continuing along said boundary
4. South 64° 53' 09" East, 228.60 feet to the Southerly most corner of said lands of Google; thence along the Southeasterly boundary of said lands of Google
5. North 51° 04' 13" East, 3.63 feet to TRUE POINT OF BEGINNING.

Containing 17,373 square feet, more or less.

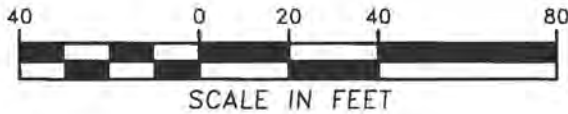
Bearings and distances used in the above descriptions are on the California Coordinate System of 1983, Zone 3, Epoch 1991.35. Multiply distances shown by 1.0000455 to obtain ground level distances.

Description prepared by BKF Engineers, in March, 2018.

Signed David Darling 3/26/2018
Date _____



COORDINATES, BEARINGS, AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3, CA-HOGN, EPOCH 1991.35. DISTANCES ARE U.S. SURVEY FEET UNLESS OTHERWISE NOTED. DISTANCES AND STATIONING ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000455 TO OBTAIN GROUND LEVEL DISTANCES



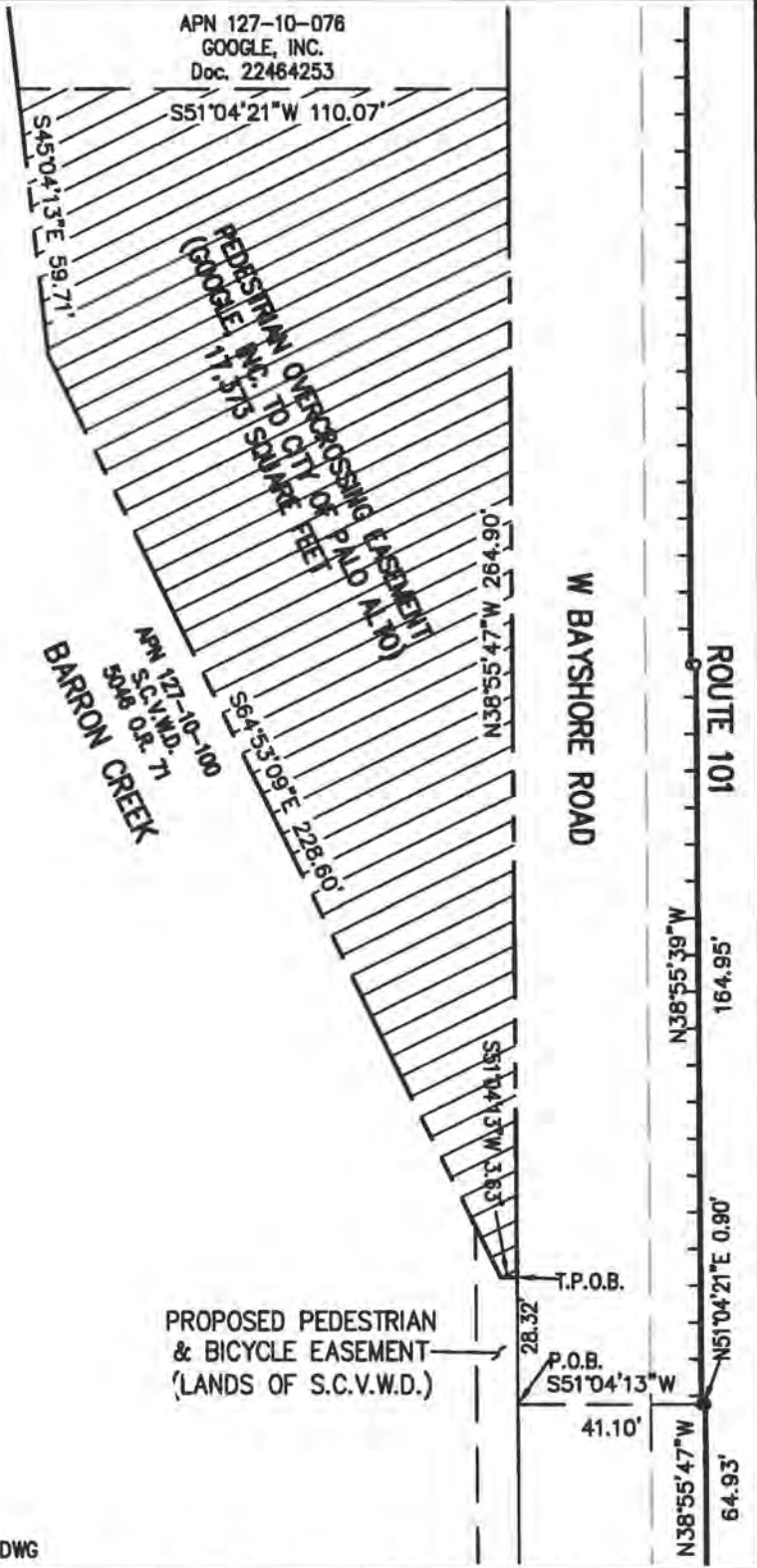
LEGEND

- T.B.O.B. TRUE POINT OF BEGINNING
- P.O.B. POINT OF BEGINNING
- PROPERTY LINE, LANDS OF GOOGLE, INC.
- ADJOINER PROPERTY LINE
- - - - EDGE OF EASEMENT DESCRIBED HEREON



David Darling

K:\2016\167007_PALOALTOPOC\SUR\DWG\PALOALTO-POC_PLAT.DWG



167007-18
 PLATTED BY:



1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100
www.bkf.com

Subject **EXHIBIT B**
PEDESTRIAN OVERCROSSING EASEMENT
 Job No. 20167007 PALO ALTO, CA
 By HP Date 03-26-18 Chkd. DD
 SHEET 1 OF 1

PALO ALTO BAYLANDS
APN:008-05-005

PROJECT BOUNDARY
SAN FRANCISCO BAY TRAIL

TOP OF BANK

GOOGLE
APN:116-1-048

ADOBE CREEK

CITY R/W

ADOBE CREEK LOOP TRAIL

CITY OF PALO ALTO
APN:116-1-049

CITY R/W

ELWELL COURT

E BAYSHORE ROAD

US 101 (NB)

US 101 (SB)

PRINCIPAL SPAN
BRIDGE STRUCTURE

ADOBE CREEK BRIDGE

W BAYSHORE ROAD

ADOBE CREEK

GOOGLE
PN:127-10-076

BARRON CREEK

SCVWD R/W

SCVWD
APN:127-10-100

APN:127-56-004

ADOBE CREEK REACH TRAIL

CITY R/W

ADOBE CREEK REACH TRAILHEAD



CITY R/W
ADOBE CREEK REACH TRAILHEAD

SCVWD

SCVWD

SCVWD

SCVWD

SCVWD

SCVWD

SCVWD

SCVWD

SCVWD

SCVWD

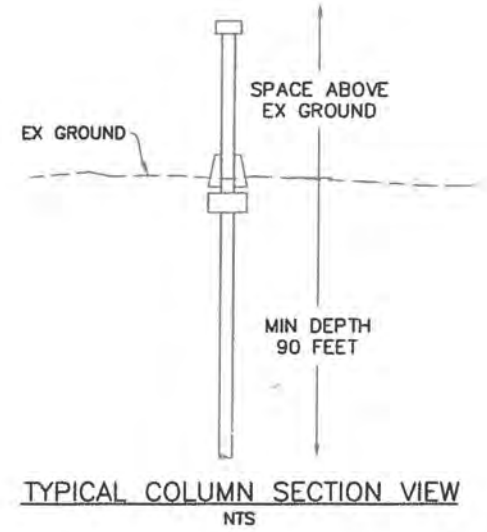
SCVWD

SCVWD

SCVWD

SCVWD

SCVWD



LEGEND

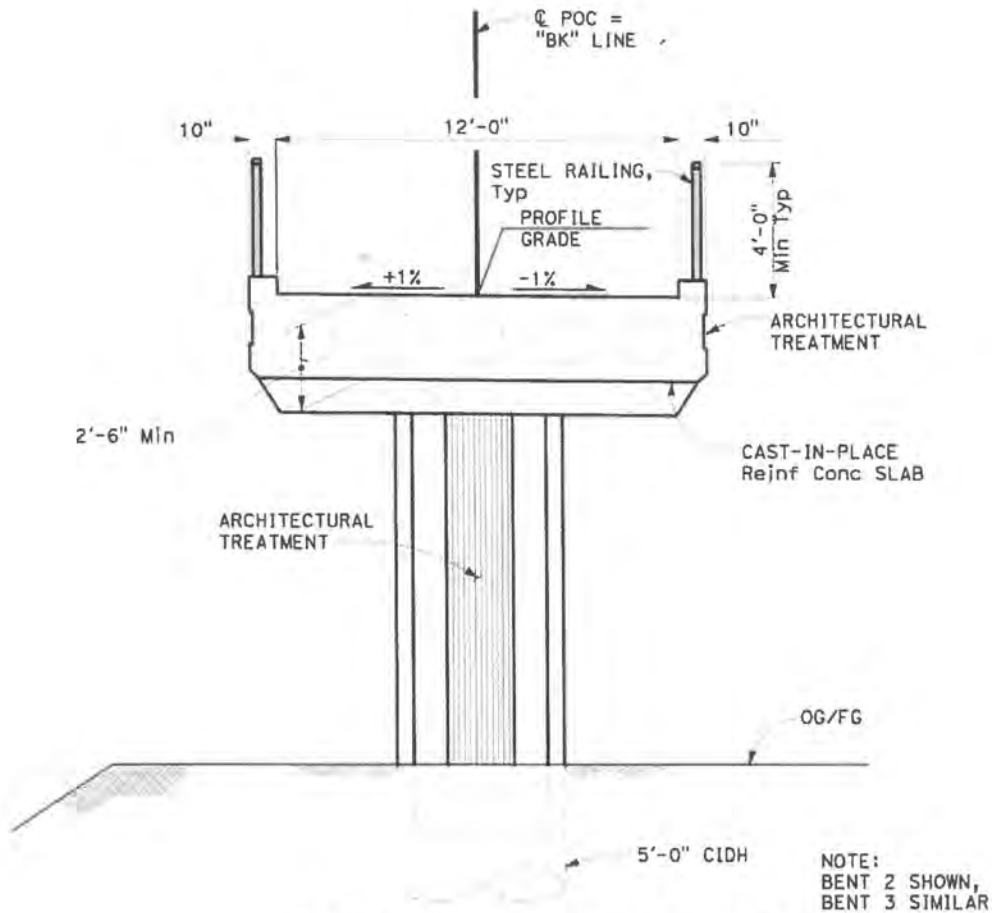
- XX+XX STATION NUMBER
- STATION LINE
- - - PARCEL LINE
- - - PROJECT BOUNDARY
- - - CALTRANS RIGHT-OF-WAY
- - - SCVWD FEE TITLE PREMISES
- PROPOSED ENCROACHMENT ON GOOGLE PROPERTY
- PROPOSED ENCROACHMENT ON SCVWD PROPERTY
- 48+26 TO 54+75 WESTERN BRIDGE APPROACH STRUCTURE (WBA)



DESIGNED BY: VT
DRAWN BY: VT
DATE: 09-11-2018
SCALE: 1" = 100'

CITY OF PALO ALTO
HIGHWAY 101 BICYCLE/PEDESTRIAN OVERCROSSING AND ADOBE CREEK REACH TRAIL
EXHIBIT C
PROJECT MAP

JOB NO.
PE-11011
EXHIBIT
C

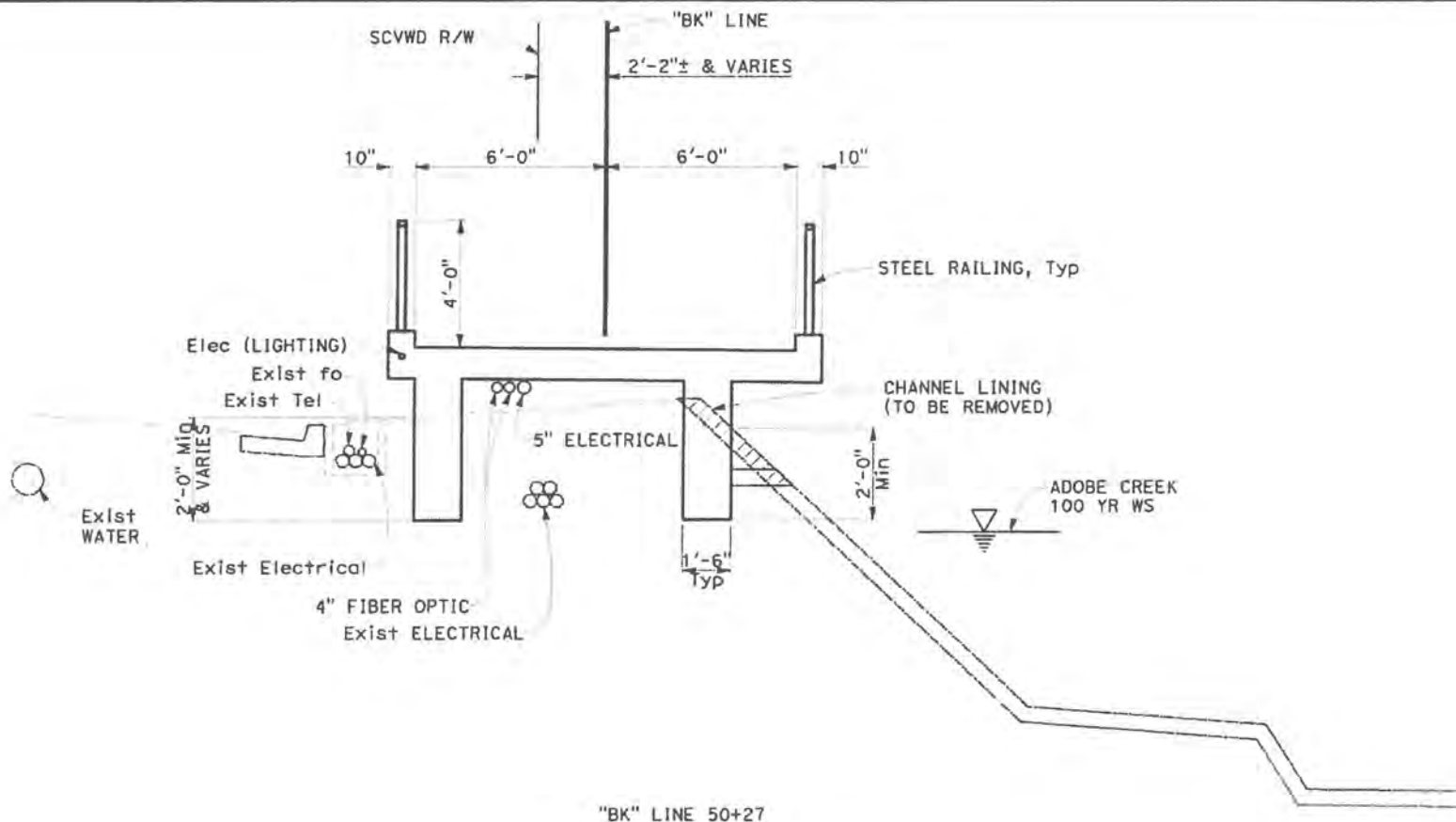


SECTION AT BRIDGE BENT
 3/16" = 1'-0"

NOTE:
 BENT 2 SHOWN,
 BENT 3 SIMILAR

PLAN CHECK SET/NOT FOR CONSTRUCTION (3/9/18)

BIGGS CARDOSA ASSOCIATES INC STRUCTURAL ENGINEERS 865 The Alameda San Jose, California 95126 408-296-5515	ADOBE CREEK MULTI-USE PATH BRIDGE BRIDGE BENT EXHIBIT D - PAGE 1	DESIGNED BY:	DATE: 2/8/18
		DRAWN BY:	SCALE: AS SHOWN
		CHECKED BY:	JOB No.:
		DRAWING No. REV No.	
		D	



SECTION AT APPROACH STRUCTURE

3/16" = 1'-0"

PLAN CHECK SET/NOT FOR CONSTRUCTION (3/9/18)

**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS

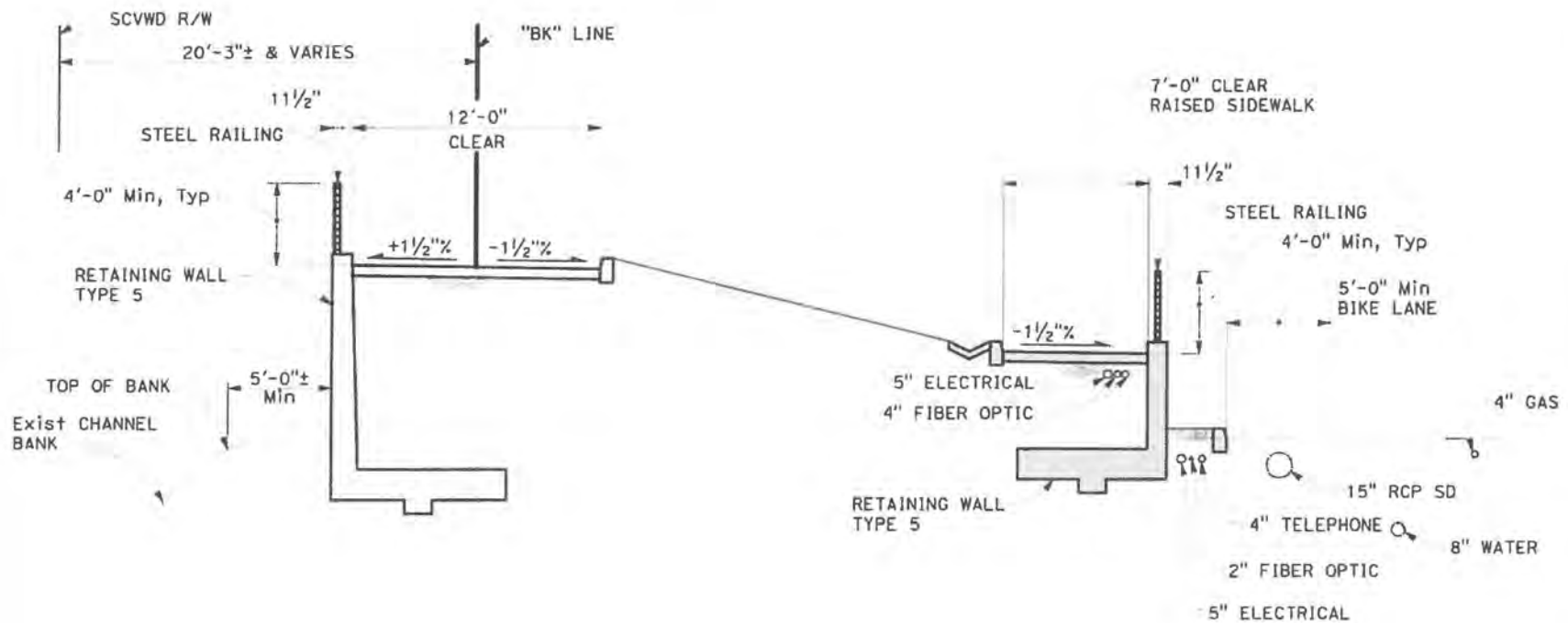
865 The Alameda
San Jose, California 95128
408-296-5515

ADOBE CREEK MULTI-USE PATH BRIDGE

APPROACH STRUCTURE

EXHIBIT D - PAGE 2

DESIGNED BY:	DATE: 2/8/18
DRAWN BY:	SCALE: AS SHOWN
CHECKED BY:	JOB No.:
DRAWING No.	
REV No.	
D	



SECTION AT RAISED SIDEWALK
 $1/8" = 1'-0"$

PLAN CHECK SET/NOT FOR CONSTRUCTION (3/9/18)

**BIGGS CARDOSA
 ASSOCIATES INC**
 STRUCTURAL ENGINEERS

 865 The Alameda
 San Jose, California 95128
 408-296-5515

ADOBE CREEK MULTI-USE PATH BRIDGE

**RAISED SIDEWALK
 EXHIBIT D - PAGE 3**

DESIGNED BY:	DATE: 2/8/18
DRAWN BY:	SCALE: AS SHOWN
CHECKED BY:	JOB No.:
DRAWING No. REV No.	
D	

SCVWD
APN:127-10-100

GOOGLE
APN:127-10-076

TEMPORARY
CONSTRUCTION
EASEMENT
AREA

OVERCROSSING
STRUCTURE

EASEMENT
AREA

STORMWATER
TREATMENT
AREA AND
DRAINAGE PIPE

55+00

BARRON
CREEK

W BAYSHORE ROAD

US 101 (SB)

LEGEND

- XX+XX STATION NUMBER
- STATION LINE
- - - - - PARCEL LINE
- - - - - SD DRAINAGE PIPE
- — — — — EASEMENT AREA
- · - · - · - TEMPORARY CONSTRUCTION
EASEMENT AREA
- [Hatched Box] STORMWATER TREATMENT AREA
- [Empty Box] RECONFIGURED PARKING LOT
- [Box with +] LANDSCAPED AREAS



CITY OF
**PALO
ALTO**

DESIGNED BY: VT
 DRAWN BY: VT
 DATE: 09-11-2018
 SCALE: 1" = 40'

CITY OF PALO ALTO
 HIGHWAY 101 BICYCLE/PEDESTRIAN OVERCROSSING
 AND ADOBE CREEK REACH TRAIL
 EXHIBIT E
 PARKING LOT AND LANDSCAPED AREAS

PROJECT NO.
 PE-11011
 EXHIBIT
 E

