City of Palo Alto
City Council Staff Report

Report Type: Consent Calendar
Meeting Date: 8/1/2011

Council Priority: Land Use and Transportation Planning

Summary Title: Welch Road Agreement

Title: Authorize the City Manager or Designee to Execute the Welch Road Utilities Project Facilities Construction, Ownership, Operation and Maintenance Agreement

From: City Manager

Lead Department: Planning and Community Environment

RECOMMENDATION
Staff recommends that the City Council:

1. Authorize the City Manager or Designee to Execute the Welch Road Utilities Project Facilities Construction, Ownership, Operation and Maintenance Agreement (Attachment A).

BACKGROUND
On June 6, 2011, the City Council certified the Final Environmental Impact Report for the Stanford University Medical Center Facilities Renewal and Expansion Project ("project") and approved a series of land use entitlements related to the project. These entitlements included a Comprehensive Plan Amendment to exempt the Hospital District from the citywide and area specific non-residential development caps and to permit higher buildings in the HD zone; the creation of a new Hospital District Zone; a Conditional Use Permit for the major components of the project and a Development Agreement which would lock in the entitlements for a period of 30 years in exchange for a mutually acceptable package of community benefits.

The Council also requested that the Development Agreement be revised to include language consistent with the agreement between the City of Palo Alto, the SUMC project applicants, and the City of East Palo Alto, for payment of specific fees related to traffic improvements at University Avenue in East Palo Alto and a payment if the SUMC project sponsors are unable to achieve the 2025 transportation mode-split target as described in the Mitigation Monitoring and Reporting Program, mitigation number TR-2.3.

DISCUSSION

Welch Road Utilities Agreement
As part of the project, many of the existing utilities will need to be relocated to permit better site planning. In addition, some utilities will have to be upsized to permit enhanced capacity. Stanford and Stanford have negotiated the Welch Road Utilities Project Facilities Construction, Ownership, Operation and Maintenance Agreement (COOMA). (Attachment A.) This agreement describes and identifies the parties’ respective rights, duties, and obligations related to the design, construction, ownership, operation, maintenance, demolition, construction, modification, widening, and replacement of the following facilities to be installed on and under Welch Road, North and South Pasteur Drive, and Quarry Road:

1) roadway surface improvements, which includes street surfacing, curbs, gutters, sidewalks, bicycle lanes, median strips, crosswalks, surface lighting, mass transit duck-outs, intersections, traffic and cross walk signals, street and cross walk striping, and landscaping; and
2) underground utility facilities improvements, including electric, water, natural gas, sanitary sewer, storm drain, chilled water, steam/hot water, and telecommunications and fiberoptic facilities.

The agreement includes an individual exhibit for each of the underground utilities and street improvement facilities which briefly describe the work to be done on each, as well as a detailed matrix which defines which party owns the existing facilities, which party is responsible for constructing the new facilities, paying for the construction costs, and connecting the new facilities, and which party will own, operate, and maintain each of the new facilities after construction is complete.

The work is expected to take 36 months. To minimize road closures, Stanford will complete the work in stages. During construction, only half of Welch Road will be open and traffic will be restricted to one direction. Stanford has performed extensive outreach with the tenants of the affected buildings and plans to continue an active community outreach program during the entire construction period.

The agreement also includes, as an attachment, the form of the Public Utilities Easement and Right of Way Easement document that will be signed by the Parties related to the Welch Road Utilities Project. Both the Welch Road Utilities Project Facilities Construction, Ownership, Operation and Maintenance Agreement and the Public Utilities Easement and Right of Way Easement will be recorded to provide a clear definition of the rights, duties and obligations of the parties.

**NEXT STEPS**

The SUMC project applicant is expected to begin minimal site preparation at Hoover Pavilion for the building renovation activities within the next few weeks. This may include installation of protective fencing and minimal tree protection and relocation preparation work.
Work is expected to begin on the Welch Road Improvement Project as soon as Stanford finalizes its Construction Improvement Monitoring Plan.

ENVIRONMENTAL REVIEW
The City Council certified the FEIR for the project on June 6, 2011.

Attachments:
• Attachment A: Final Welch Road Improvement Agreement (PDF)

Prepared By: Steven Turner, Advance Planning Manager
Department Head: Curtis Williams, Director
City Manager Approval: James Keene, City Manager
July 27, 2011 Draft
This document is recorded
for the benefit of the City
of Palo Alto and is entitled
to be recorded free of charge
in accordance with Section 6103

After Recordation, mail to:

REAL PROPERTY MANAGER
City of Palo Alto
P. O. Box 10250
Palo Alto, CA 94303

APN: N/A
Project: Welch Road between and including
portions of Pasteur Drive and
Quarry Road

WELCH ROAD UTILITIES PROJECT
FACILITIES CONSTRUCTION, OWNERSHIP, OPERATION AND
MAINTENANCE AGREEMENT
BY AND BETWEEN THE
CITY OF PALO ALTO AND THE
BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR
UNIVERSITY

This WELCH ROAD UTILITIES PROJECT FACILITIES CONSTRUCTION,
OWNERSHIP, OPERATION, AND MAINTENANCE AGREEMENT ("Agreement") is made
and entered into this ___ day of ______, 2011, (the "Effective Date") by and between the
CITY OF PALO ALTO, a charter city and municipal corporation of the State of California,
("CITY"), and THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR
UNIVERSITY, a body having corporate powers under the laws of the State of California
("STANFORD"). The City and Stanford may be referred to in this Agreement individually as a
"Party," or collectively as the "Parties" or the "Parties to this Agreement."

This Agreement is entered into on the basis of the following facts, understandings and
intentions of the Parties contained in the following Recitals:

RECITALS:

A. The Parties are entering into this Agreement to describe and identify their
respective rights, duties, and obligations related to and arising from the design, construction,
ownership, operation, maintenance, demolition, construction, modification, widening, and
replacement of, certain roadway surface improvements, including but not limited to, street surfacing, curbs, gutters, sidewalks, bicycle lanes, median strips, crosswalks, surface lighting, mass transit duck-outs, intersections, traffic and cross walk signals, street and cross walk striping, and landscaping (the “Roadway Surface Improvements”) to be installed on and along the public streets known as Welch Road, North Pasteur Drive, South Pasteur Drive, Arboretum Road, and Quarry Road in the City of Palo Alto, California;

B. The Parties are also entering into this Agreement to describe and identify their respective rights, duties, and obligations related to and arising from the design, construction, ownership, operation, maintenance, demolition, construction, modification, widening, and replacement of certain underground utility facilities improvements, including electric, water, natural gas, sanitary sewer, storm drain, chilled water, steam/hot water, and telecommunications and fiber-optic facilities (the “Below-Grade Improvements”) to be installed under the public streets known as Welch Road, North Pasteur Drive, South Pasteur Drive, Arboretum Road, and Quarry Road, in the City of Palo Alto, California;

C. All such Roadway Surface Improvements and Below-Grade Improvements may be collectively referred to in this Agreement as the “Welch Road Utilities Project,” or the “Roadway Surface Improvements and Below Grade Improvement Facilities” and are more particularly described on the site plans attached as Schedule 1 (the “Facilities Site Plan”) and Attachments A through O to this Agreement;

D. The City shall issue a Street Work Permit which will grant Stanford, its delegates, its contractors, and its delegates’ contractors the right to enter onto the City’s Right of Way on and along Welch Road, Quarry Road, North Pasteur Drive, South Pasteur Drive, and Arboretum Road to perform the required demolition and disposal activities, as well as to perform the construction and installation work necessary to complete the Roadway Surface Improvements and Below Grade Improvement Facilities;

E. Stanford has agreed to pay for, and be responsible for, the design, demolition and disposal, replacement, construction, and installation of all of said Roadway Surface Improvements and Below-Grade Improvement Facilities, except as indicated in the matrix attached as Schedule 2 (the “Matrix”);

F. Stanford will design, construct, modify, replace and/or expand the Roadway Surface Improvements and Below-Grade Improvement Facilities to provide the necessary infrastructure required to meet the roadway and utility needs of the future hospital and medical facilities to be constructed on the land adjacent to the Welch Road Utilities Project site, as well to maintain roadway access and utility services provided by the City to Stanford and its tenants, as well as to the property owners, tenants, utility rate payers and citizens of the City of Palo Alto, who live and work in the area surrounding the Welch Road Utilities Project;

G. The City and Stanford wish to ensure that the construction of the new and improved Roadway Surface Improvements and Below-Grade Improvement Facilities does not make access to the existing City-owned or operated utility facilities or streets more difficult, or result in inappropriate placement of utility facilities in underground areas;
H. The City and Stanford are entering into this Agreement to clearly identify the rights, duties and obligations of the Parties to own, operate and/or maintain each of the respective Roadway Surface Improvements and Below-Grade Improvement Facilities after construction has been completed;

I. Due to the significant modifications and additions to the existing roadway surface improvements and below grade improvement facilities which require a change in the legal descriptions of the Welch Road easements, the Parties shall enter into an easement amendment, which includes a new public utility easement and right-of-way easement (the “Easement Amendment and Agreement” or “Public Utilities Easement and Right of Way Easement”) which describes the new Welch Road easement parameters, and amends an earlier easement agreement signed by the Parties on the February 1, 1957, and recorded in the Office of the Recorder of the County of Santa Clara on February 13, 1957 in Book 3729 Page 7 of Official Records as Document Number 1306308, and which was amended by an Amendment to Easement dated April 25, 2002 and recorded June 14, 2002 as Document No. 16315329 related to Welch Road (collectively the “Original Easement”);

J. Stanford, along with Stanford Hospital and Clinics and Lucile Salter Packard Children’s Hospital (collectively the “SUMC Parties”), and City have entered into a Development Agreement dated July 11, 2011 (the “Development Agreement”), which obligates the SUMC Parties to provide certain community benefits and voluntary mitigation measures. In exchange for these community benefits and voluntary mitigation measures, and in recognition of the substantial public benefits provided by the SUMC Parties’ facilities and operations, the City has vested for a period of thirty (30) years the SUMC Parties’ rights to develop and use their facilities in Palo Alto in accordance with the City’s approvals for the SUMC Project, as described in the Development Agreement (“Project Approvals”); and

K. Sections 6(m) and 6(n) of the Development Agreement limit the City’s ability to require dedication of easements, reservations of property, construction of public improvements or financial contributions to the City in lieu of public improvements, except as set forth in the Development Agreement or the Project Approvals, or as mutually agreeable to the SUMC Parties and the City. This Agreement establishes obligations for dedication of easements and construction of public improvements that are mutually agreeable to the SUMC Parties and the City.

AGREEMENT:

NOW, THEREFORE, in consideration of their mutual covenants, the Parties agree as follows:

1. RECITALS.

All of the above Recitals are incorporated herein by this reference.

2. ATTACHMENTS AND SCHEDULES.

Attached to this Agreement, and incorporated herein by reference, are: Schedule 1, the Facilities Site Plan: Schedule 2, the Matrix: Attachments A through O, as follows, each of
which describes the applicable component of the Welch Road Utilities Project incorporated therein; and Attachment P, the Public Utilities Easement and Right of Way Easement:

ATTACHMENT A  Water Distribution Facilities
ATTACHMENT B  Natural Gas Distribution Facilities
ATTACHMENT C  Waste Water Collection Facilities
ATTACHMENT D  Electric Distribution Facilities
ATTACHMENT E  Street Lighting Facilities
ATTACHMENT F  Traffic Signal & Crosswalk Facilities
ATTACHMENT G  Traffic Signal Interconnect
ATTACHMENT H  Landscaping and Irrigation Facilities
ATTACHMENT I  Street Improvements
ATTACHMENT J  Storm Drain Collection Facilities
ATTACHMENT K  Hot Water/Steam Distribution Facilities
ATTACHMENT L  Chilled Water Distribution Facilities
ATTACHMENT M  Raw Lake Water Line Facilities
ATTACHMENT N  Stanford Telecommunications Facilities
ATTACHMENT O  Franchise Telecommunications Facilities
ATTACHMENT P  Easement Amendment and Agreement (Public Utilities Easement and Right of Way Easement)
ATTACHMENT Q  Private Property Easement Form

3. CONSTRUCTION AND INSTALLATION OF WELCH ROAD UTILITIES PROJECT FACILITIES

(a) Stanford shall be solely responsible for the design, construction, and installation of the Roadway Surface Improvements and Below-Grade Improvement Facilities that are identified in Column “2” of the Matrix as Stanford’s responsibility. Stanford shall pay the cost of construction (including labor and materials) of all Roadway Surface Improvements and Below-Grade Improvement Facilities that are shown in Column “3” of the Matrix as Stanford’s responsibility. Stanford shall have the right to delegate all of its obligations under this Agreement to all or any of the SUMC Parties, and to delegate certain rights to such SUMC Parties, as described in this Agreement. To the extent that Stanford delegates the obligations shown on the Matrix to the SUMC Parties other than Stanford, Stanford shall provide written notice of such delegation to the City.

(b) The City shall be solely responsible for design, construction, and installation of the Roadway Surface Improvements and Below-Grade Improvement Facilities that are shown in Column “2” of the Matrix as the City’s responsibility. The City shall pay the cost (including labor and materials) of construction of all Roadway Surface Improvements and Below-Grade Improvement Facilities that are shown in Column “3” of the Matrix as the City’s responsibility.

4. STANFORD TO CONVEY OWNERSHIP IN CERTAIN WELCH ROAD UTILITIES PROJECT FACILITIES TO CITY

(a) After construction and installation of the Roadway Surface Improvements and Below-Grade Improvement Facilities are complete, and have undergone their final inspection by the City, all of Stanford’s rights, title, and interest in those parts of the Roadway Surface
Improvements and Below-Grade Improvement Facilities identified in Column “5” of the Matrix as belonging to the City shall be deemed automatically granted and transferred to the City without the requirement for any further documentation; provided, however that Stanford and the City shall execute any written confirmation of such grant and transfer as either Party reasonably requests.

(b) All of the Roadway Surface Improvements and Below Grade-Improvement Facilities which are granted and transferred to the City shall collectively be referred to in this Agreement as the "City Facilities." The City shall be responsible for the ownership, operation, maintenance, repair, replacement, and relocation of the City Facilities in a manner consistent with the standard of care described in Section 7(a) and (c), below.

5. STANFORD TO RETAIN OWNERSHIP IN CERTAIN WELCH ROAD UTILITIES PROJECT FACILITIES AND ACQUIRE OWNERSHIP IN CERTAIN CITY-OWNED UTILITY FACILITIES LOCATED OUTSIDE OF THE CITY’S WELCH ROAD RIGHT OF WAY

(a) Stanford retains its preexisting rights, title, and interest in the remainder of the Roadway Surface Improvements and Below-Grade Improvement Facilities, as identified in Column “5” of the Matrix as belonging to Stanford; provided that Stanford may grant and transfer any such interest to the SUMC Parties. All of the Roadway Surface Improvements and Below Grade-Improvement Facilities which are retained by Stanford are referred to in this Agreement as the "Stanford Facilities." To the extent that Stanford transfers any interests to the SUMC Parties other than Stanford, Stanford shall provide written notice of such transfer to the City.

(b) Upon receipt of a written request from Stanford, City shall convey to Stanford the portion of the City-owned water distribution facilities located between the outlet connections at roughly Pasteur/Welch and Quarry Welch that is shown on Attachment A as city-owned facilities to be conveyed to Stanford, and the portion of the City-owned waste water collection facilities that is shown on Attachment C as city-owned facilities to be conveyed to Stanford. The locations of these facilities are described in more detail in the approved plans for the Welch Road Utilities Project. Stanford agrees to accept such conveyed utility facilities in an “as is” condition. Stanford agrees to indemnify and hold-harmless City from any Claims which may arise from Stanford’s use or operation of such utility facilities or any failure of such utility facilities to operate in any way.

6. AGREEMENT NOT TO INTERFERE WITH ACCESS TO UTILITY FACILITIES AND EASEMENTS.

(a) No Interference. Stanford shall not make any change(s) or addition(s) with respect to utilities, or any other structures, roadway improvements, or landscaping which are part of the Welch Road Utilities Project, which:
(1) may adversely affect the City's access to, or the operation of, a City Facility for which the City has ownership, operation, or maintenance responsibilities under this Agreement, or

(2) encroach upon, or adversely affect any engineered public utility easement of the City,

without first obtaining the written consent of the City Engineer. In the event of such change or addition and consent, the Parties shall amend this Agreement to reflect such changes as provided in Sections 13 and 18, below. For purposes of this Agreement, the City Engineer is defined to be the Director of Public Works for improvements within the authority of the Public Works Department and the Director of Utilities for improvements within the authority of the Utilities Department. The City Engineer may delegate duties to an inspector assigned to the Welch Road Utilities Project so long as the inspector's decision can be appealed by Stanford or Stanford's delegate(s) to the City Engineer.

(b) Stanford to Provide Access. Stanford shall provide to the City reasonable access to the City Facilities, including any temporary construction and repair staging areas required by the City in or around the Welch Road Utilities Project. If the City determines that it does not have reasonable access for such purposes, it may notify Stanford in writing of the deficiency and of the access improvements required to correct the deficiency. If Stanford fails to correct the deficiencies within a reasonable period (based on the nature of the deficiency), the City shall have no duty under this Agreement with respect to the inaccessible facilities until the City determines that reasonable access has been provided. If Stanford corrects the deficiency in accordance with any notice from the City, or otherwise to the satisfaction of the City, the City shall resume performance of its duties under this Agreement. Access comparable to that required under the City's Utilities Rules and Regulations, and any special access methods described in the Attachments to this Agreement, shall be deemed "reasonable."

7. GENERAL MAINTENANCE RESPONSIBILITY.

(a) City Responsibility. Except as expressly provided to the contrary and subject to applicable laws, and so long as it is the supplier of electricity, gas, water, waste water collection, and storm drain services to the Welch Road Utilities Project area, the City shall maintain in good condition and repair, and shall operate, replace and relocate, as necessary, the City Facilities. In the event the City assigns the obligation to supply any of the foregoing services to a third party or parties, the City shall require the assignee to assume the City's obligations under this Agreement.

(b) Stanford Responsibility. Except as expressly provided to the contrary, Stanford shall maintain in good condition and repair and shall operate, replace and relocate, as necessary, the Stanford Facilities so that the Stanford Facilities do not have a material negative impact on other properties in the vicinity of the Welch Road Utilities Project that are owned by third parties.

(c) Standard of Care. This Agreement assigns responsibility for operation, maintenance, repair, replacement and relocation of Roadway Surface Improvements and Below-Grade Improvement Facilities. It does not provide, nor shall it be construed to provide, standards
of care or of performance applicable to those Roadway Surface Improvements and Below-Grade Improvement Facilities different from, or in addition to, those that would be applicable absent this Agreement. Except as expressly otherwise permitted by the terms of this Agreement, the Parties shall operate, maintain, repair, replace and relocate the Roadway Surface Improvements and Below-Grade Improvement Facilities for which each Party is responsible in accordance with all laws and regulations applicable to their operations.

(d) Rights, Duties and Obligations. The rights, duties and obligations of the Parties regarding the Welch Road Utilities Project are summarized and set forth in the Matrix.

8. TIME OF COMPLETION AND CONSTRUCTION AND ABANDONMENT STANDARDS

(a) Time of Completion. The demolition of the existing facilities, and construction of the Welch Road Utilities Project facilities identified in Column “2” of the Matrix as Stanford’s responsibility shall be completed in accordance with the plans, profiles and specifications approved by the City Engineer within thirty-six (36) months of the issuance of the Street Work Permit by the City. The time for completion of the Welch Road Utilities Project facilities identified in Column “2” of the Matrix as Stanford’s responsibility may be extended upon written request from Stanford or its delegate(s) submitted to the City prior to the expiration of the completion period. Such extension shall be granted by the City for good cause upon approval by the City Manager. In addition, the City shall extend the time for completion for a duration commensurate with any delay in Stanford’s work that results from accommodating any and all City requests to perform work within the same area that Stanford is performing work.

(b) Time of Essence. Time is of the essence of this Agreement.

(c) Construction Standards. All Roadway Surface Improvements and Below Grade Improvement Facilities are described and shown in detail on the plans, profiles, and specifications titled Stanford University/City of Palo Alto Welch Road Improvement dated July 1, 2011 which have been prepared by engineers acting for Stanford or its delegates and as modified prior to approval by the City Engineer. No work on the Welch Road Utilities Project shall be commenced until said plans, profiles and specifications have been submitted to and approved by the City Engineer and a Street Work Permit has been issued by the City. All Welch Road Utilities Project improvements to be constructed by Stanford shall be constructed in accordance with said plans, profiles, and specifications, as approved by the City Engineer or with any changes mutually agreed upon by the City Engineer and Stanford. The reasonable costs of checking the plans, profiles and specifications, and of all inspections of the work to be constructed by Stanford, have been or shall be paid by Stanford. At the time of construction, improvements and methods of installation shall, at a minimum, meet the standards set forth in the Public Works Department’s Standard Drawings and Specifications dated 2007 and Utilities Department’s Water, Gas, Wastewater, Electric Utilities Standards dated 2005 (collectively “Standard Specifications”) as from time to time amended which document is incorporated herein by this reference, and provisions of the Palo Alto Municipal Code relating to construction.

(d) Abandonment and/or Disposal of Existing On-Site Utilities. Stanford shall, at its own cost and expense, do and perform, or cause to be done or performed, in a good and workmanlike manner, the removal and proper disposal of all existing utility facilities within the
boundaries of the Welch Road Utilities Project and any City-owned utilities outside of the boundaries that relate to the Welch Road Utilities Project which are no longer needed to provide utility services due to the Welch Road Utilities Project improvements to be constructed by Stanford. (This section shall not apply to the City-owned utilities referred to in Section 5(b) of this Agreement.) If such existing utility facilities are no longer needed by Stanford or the City and are to be abandoned in place, the abandonment of such utility facilities shall be approved in writing by the City Engineer. Once approved for abandonment, such utility facilities shall be abandoned in accordance with the Standard Specifications. If removed, such utility facilities shall be disposed of in accordance with applicable federal, state and local requirements. Further, to the extent that City-owned utilities outside of the boundaries of the Welch Road Utilities Project are abandoned or removed by Stanford, the City shall vacate its easements for the abandoned or removed City-owned utilities.

(e) Soils and Geologic Tests. Stanford shall cause to be made, at Stanford’s cost and expense, soils and geologic tests by a qualified civil engineer and shall file, or cause to be filed with the City a report or reports subject to approval by the City Engineer indicating gradation, bearing and resistance value of soils within the rights of way and setting forth recommendations for or constraints on the nature of the work to be performed by Stanford subject to this Agreement. All clearing and earthwork for the Welch Road Utilities Project improvements to be constructed by Stanford shall be accomplished in accordance with the plans and required recommendations of the soils report under the supervision of a certified soils engineer. Stanford shall also cause to be made, at Stanford’s cost and expense, all compaction tests necessary to determine that the utility trenches constructed by Stanford have been compacted as specified by the plans and required recommendations of the soils report. Stanford shall provide a soils engineer’s certified letter of compliance, verifying that the earthwork performed by Stanford has been completed in accordance with the plans and recommendations of the soils report.

9. PERFORMANCE SECURITY, SECURITY AMOUNT, AND PERFORMANCE BY CITY

(a) Performance Security. Contemporaneous with the execution of this Agreement, Stanford or its delegate(s) shall file with the City one or more standby letters of credit for the benefit of the City, or other instrument acceptable to the City, to guarantee completion of the City Facilities in accordance with Section 8(c) and by the time of completion described in Section 8(a), including any extensions thereto. The City shall not require any additional surety or performance bond as a condition of approval of the Street Work Permit for the Welch Road Utilities Project.

(b) Security Amount. The total amount of the letters of credit or other instrument filed with the City pursuant to the requirements of Section 9(a) shall be one hundred percent (100%) of the estimated cost of labor and materials associated with construction of the City Facilities (currently estimated to be Sixteen million, six hundred thousand dollars ($16.6 million)). The letters of credit or other instrument used to guarantee the completion of the City Facilities shall be in a form acceptable to the City Attorney.

(c) Security Adjustments. Stanford may, at its option and discretion, apply on an annual basis to reduce the total amount of the letters of credit or other instrument required
pursuant to Section 9(a) by an amount that is proportionate to the cost of the work on the City Facilities has been completed prior to the date of such application, and the City shall grant such request provided that work on the City Facilities has been completed in an amount commensurate with the reduction request and subject to the requirement that letters of credit or other instruments in the amount of ten percent (10%) of the original amount shall be retained by the City until expiration of the warranty period identified in Section 22. Alternatively, upon acceptance by the City of the City Facilities, Stanford may, at its option and discretion, reduce the total amount of the letters of credit or other instrument required pursuant to Section 9(a) by ninety percent (90%) of the original amount, with letters of credit or other instruments in the amount of ten percent (10%) of the original amount to be retained by the City for an additional period of time as specified in Section 22. Warranties.

(d) **Performance by the City.** In the event that Stanford does not complete the City Facilities in accordance with Section 8(c) and by the time of completion described in Section 8(a), and any extension thereto, the City may, without relieving Stanford of any of its obligations hereunder, take over any or all of the work to construct the City Facilities and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account, and at the expense of Stanford, and, to the extent that the City is not fully compensated by way of the letters of credit or other instrument required pursuant to Sections 9(a) and 9(b), the remaining cost and expense of said work done by the City shall be recovered by the City from Stanford or its delegate(s) within sixty (60) days of the completion of such work. In performing such work, the City shall not interfere with any rights or abilities that Stanford or its delegate(s) may have to cause such work to be performed by any bonding entity or its delegate pursuant to the terms of a performance bond or other security instrument.

10. **ACCEPTANCE OF THE WELCH ROAD UTILITIES PROJECT WORK, REPAIR AND REPLACEMENT, INSPECTION, AND FINAL DRAWINGS**

(a) **Acceptance of Work.** The City Engineer shall have the right to reject the City Facilities if the work performed under this Agreement does not conform with the approved plans, profiles and specifications.

(b) **Repair and Replacement.** Stanford or its delegate(s) shall replace, or have replaced, or repair, or have repaired, all monuments and/or Welch Road Utilities Project improvements which have been destroyed or damaged. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer and prior to the final release of the last ten percent (10%) of the original amount of the letters of credit or other instrument required by Sections 9(a) and 9(b).

(c) **Inspection by the City.** Stanford or its delegates shall at all times provide on site facility space to house City inspection services and provide safe access for inspection by the City or its inspection contractor to all parts of the Welch Road Utilities Project work.

(d) **Final Drawings.** Upon completion of all Welch Road Utilities Project improvements, subsequent to acceptance thereof by the City, Stanford shall supply the City with “as-built drawings.” The as-built drawings of the Roadway Surface Improvements and Below Ground Improvement Facilities shall consist of one (1) set of permanent (Mylar--3 mil)
drawings, and one (1) set of computer-aided drafting (CAD) drawings (the “CAD Drawings”). The CAD Drawings shall be without representation or warranty as to any portion of the plans which contain reference to Welch Road Utilities Project improvements that are not designed or constructed by geographic information systems, and shall accurately depict all Roadway Surface Improvements and Below Grade Improvements. The CAD record drawings shall be based on GPS RTK open hole collection methods. Captured GPS data points, for utility features, for horizontal datum shall be North American Datum of 1983 (NAD83) and the vertical datum shall be based on Bestor 93. The CAD record drawings shall include the GPS survey data for all new utility features in 2008 or 2010 AutoCAD format. GPS survey points for all new utility features and GPS survey shall be delivered in .csv (comma separated values) organized in point, northing, easting, elevation, description (PNEZD) format. The Surveyor collecting this data shall utilize the CPAU Water Gas Wastewater Engineering feature code library for naming convention and data collection for feature capture positions as supplied by CPAU. The accuracy for all survey data shall be +/- 1cm (horizontal and vertical). The Surveyor shall use the City of Palo Alto Single Base Station to perform Real Time Kinetic (RTK) surveying and use City established Monuments at the start of each working day for equipment calibration purposes. Record drawings shall be submitted in electronic format with the layering convention utilized by the City.

11. PUBLIC UTILITY AND RIGHT-OF-WAY EASEMENTS.

(a) Right of Way Easements. Public utility and right-of-way easements shall be granted by Stanford to the City for all Roadway Surface Improvements and Below-Grade Improvement Facilities owned by the City pursuant to the Easement Amendment and Agreement in substantially the form of the attached Attachment P, which shall be executed concurrently with this Agreement and delivered to the City for recordation. The City shall not record the grant until after completion of the Welch Road Utilities Project work facilities identified in Column “2” of the Matrix as Stanford’s responsibility. The City will retain the easements until Stanford provides a survey of the completed Welch Road Utilities Project installations. When the City confirms that the legal description contained in the easement matches the as built conditions, it will be recorded by the City.

(b) Private Property Easements. In addition to the Roadway Surface Improvements and Below Grade Improvement Facilities to be constructed within the City’s right-of-way pursuant to the Welch Road Utilities Project, Stanford and City anticipate that, in order to implement the SUMC Parties’ Project Approvals, certain other City-owned and maintained utility facilities will extend onto Stanford’s private property. The Parties shall work cooperatively to determine the ownership and maintenance responsibilities for any such additional City-owned utilities, and Stanford shall grant public utility easements to the City for utility improvements to be owned and maintained by the City. These easements shall be in substantially the same form as Attachment Q or other form mutually agreeable to the parties. Stanford shall provide legal descriptions and plat maps for all such easements prior to City acceptance of any City facilities outside of the boundaries of the Welch Road Utilities Project and the City will retain the easements until Stanford provides a survey of the completed utility installations. When the City confirms that the legal description contained in the easement matches the as built conditions, the easement(s) will be recorded by the City.
12. NOTICE OF EXCAVATIONS.

Sections 4216 - 4216.9 of the Government Code of the State of California establishes a "Regional Notification Center System" for protection of underground infrastructure. Prior to conducting or permitting any "excavation," as that term is defined in Government Code Section 4216(b), in any portion of the Welch Road Utilities Project subject to an engineered or blanket public utility easement, Stanford shall notify the Regional Notification Center. Such notice shall be given in the detail and at the times described in Government Code Section 4216.2, for notices of non-emergency excavation by "persons planning to conduct an excavation." If the above referenced Government Code sections are subsequently amended, Stanford shall comply with any applicable amendments, which shall be deemed incorporated into this Agreement.

13. AMENDMENT OF ATTACHMENTS.

The Attachments and Schedules to this Agreement may be amended by a written document signed and approved for the City by the City Manager, or other person designated by the City Manager to sign on his or her behalf, and for Stanford by the Vice President of Land, Buildings and Real Estate or other person designated by the Vice President of Land, Buildings and Real Estate or otherwise authorized by Stanford to sign such amendments. Attachments A through O and Schedules 1 and 2 attached at the time of execution of this Agreement are based on best available knowledge. Upon completion of the construction of the Welch Road Utilities Project, the Parties shall amend the Attachments and/or Schedules to reflect any material changes that occurred during the course of construction. Thereafter, when material modifications or additions are made to the Roadway Surface Improvements and Below-Grade Improvement Facilities that require further amendment of this Agreement, the Parties shall amend the Attachments and/or Schedules to reflect these changes.

14. WAIVER.

The waiver of any condition, or the waiver of any breach or violation of any term, covenant or provision of this Agreement, or of any ordinance or law, shall not be deemed to be a waiver of any other breach or violation or subsequent breach of violation of the same or any other term, covenant, provision, condition, ordinance or law.

15. UTILITY RULES AND REGULATIONS APPLICABLE.

Except as expressly otherwise provided in this Agreement, the applicable portions of the City's Rules and Regulations Governing the Provision of Utility Services of the City of Palo Alto, shall govern the operations of Roadway Surface Improvements and Below-Grade Improvement Facilities included in the Welch Road Utilities Project.

16. REMOVAL AND RESTORATION OF IMPROVEMENTS.

In the performance of this Agreement, Stanford shall be responsible only for the removal, disposal and replacement of Standard Paving. "Standard Paving" is that described in the City’s ordinances, building codes and other standards in effect as of the date of construction of such Standard Paving and/or at the time of repair, replacement or restoration of paving that was
Standard Paving under prior ordinances, building codes and other standards in effect as of the original construction date. If performance of any of Stanford's responsibilities requires the removal or alteration of any building, structure, landscaping, or any paving other than Standard Paving, Stanford shall be responsible for the removal, disposal and equivalent restoration of such items.

17. **LIABILITY.**

(a) To the fullest extent permitted by law, Stanford shall protect, indemnify, defend and hold harmless the City, its Council members, officers, employees and agents (each an "Indemnified City Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys' fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any way connected with the performance of or failure to perform Stanford's obligations under this Agreement or any operations undertaken pursuant to this Agreement by Stanford, the SUMC Parties, or their respective trustees, directors, officers, employees, agents or contractors. Notwithstanding the above, nothing in this section shall be construed to require Stanford to indemnify an Indemnified City Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified City Party.

(b) To the fullest extent permitted by law, City shall protect, indemnify, defend and hold harmless Stanford, the SUMC Parties, or their respective trustees, directors, officers, employees and agents (each an "Indemnified Stanford Party") from and against any and all Claims resulting from, arising out of or in any way connected with the performance of or failure to perform the City's obligations under this Agreement or any operations undertaken pursuant to this Agreement by City, its officers, employees, agents or contractors. Notwithstanding the above, nothing in this section shall be construed to require City to indemnify an Indemnified Stanford Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Stanford Party.

18. **ADDITIONAL REQUIREMENTS.**

Nothing in this Agreement shall limit the City's police power. Except as limited by the Development Agreement, the City may, consistent with its police power, impose additional requirements on the Roadway Surface Improvements and Below-Grade Improvement Facilities and their operation. In such circumstances, the City and Stanford shall work cooperatively to modify this Agreement as necessary to accomplish its aims.

19. **DEFINITIONS.**

Any supplemental definitions set forth in **Attachments A** through **O** are incorporated into this Agreement by reference.

20. **EXPENSE.**

Each Party shall perform its covenants at its sole expense except where expressly provided to the contrary.
21. **NOTICE.**

Unless otherwise specified in this Agreement, all notice hereunder shall be given in writing and mailed, postage prepaid, certified mail, addressed as follows:

**To City:**
Office of the City Clerk  
City of Palo Alto  
250 Hamilton Avenue  
Palo Alto, CA 94301

**Copies to:**
Director of Utilities  
City of Palo Alto  
250 Hamilton Avenue  
Palo Alto, CA 94301  
Director of Public Works  
City of Palo Alto  
250 Hamilton Avenue  
Palo Alto, CA 94301

**To Stanford:**
Vice President, Land, Buildings and Real Estate  
Stanford University  
3145 Porter Drive, Building F  
Palo Alto, CA 94304

**Copy to:**
Office of the General Counsel  
P.O. Box 20386  
Stanford, CA 94305

**And to:**
Vice President of Planning, Design & Construction  
Stanford Hospital and Clinics  
300 Pasteur Drive, MC 5711  
Stanford, CA 94305

The address of a Party may be changed from time to time by written notice given to the other Party in the manner set forth herein. Notices sent by mail in the manner set forth above shall be deemed received five days after deposit in the mail. Notices also may be delivered personally and if so, shall be deemed received upon delivery to the individual specified or to that individual's office during office hours.

22. **WARRANTIES**

Stanford expressly warrants that all construction work performed by Stanford under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practice and performance standards of the industry and the requirements of this Agreement. Stanford expressly warrants that all material goods and equipment provided by Stanford under this Agreement shall be fit for the particular purpose
intended, be free from defect, and shall conform to the requirements of this Agreement. Stanford agrees to promptly replace or correct any material or service not in compliance with these warranties including incomplete, inaccurate, or defective materials or service at no further cost to the City. The warranties set forth in this section shall be in effect for a period of two (2) years from completion of the services and acceptance by the City and shall survive the completion of the work or termination of this Agreement.

23. **MISCELLANEOUS.**

(a) This Agreement, and all its Attachments and Schedules, contain the entire understanding between the Parties as to the subject matter herein. There are no representations or warranties, oral or in writing, between the Parties pertaining to the subject matter of the Agreement that are not fully expressed in the Agreement.

(b) The Agreement may not be amended, unless the Parties first sign a written instrument that amends the Agreement. No amendment of the Agreement will be deemed effective, unless and until the City Manager has first approved the amendment, in writing, and the City Attorney has approved as to form.

(c) This Agreement binds the Parties and their successors, assigns and delegates to all covenants of this Agreement. Except as expressly provided in this Agreement, this Agreement shall not be assigned or transferred to a third party without the prior written consent of the Parties. No amendment, changes, or variation of any kind are authorized without the written consent of the Parties.

(d) The Agreement is governed by and construed in accordance with the California law without regard to its conflicts of laws, rules or principles.

(e) Trial of any action regarding any dispute concerning the Agreement will be vested in the state courts of California, County of Santa Clara, or in the United States District Court, Northern District of California as appropriate.

(f) Each Party and its counsel have reviewed the Agreement. Accordingly, the normal rules of construction to the effect that any ambiguity will be resolved against the drafting Party will not be employed in the construction and interpretation of the Agreement.

(g) Each Party will comply with all lawful federal, state and local laws, ordinances, resolutions, rate schedules, and rules and regulations that may affect its rights and obligations under the Agreement.

(h) Stanford shall be solely responsible for employing or engaging all persons or entities necessary to complete the work Stanford is required to perform under this Agreement. Said persons or entities charged with the performance of the work under this Agreement shall have the sufficient skills and experience and be duly licensed and certified, to the extent such licensing or certification is required by law to perform the work required under this Agreement. Said persons or entities shall perform all work in accordance with generally accepted business
practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
This Agreement has been executed in duplicate by the properly authorized representatives of the Parties. It is the intent of the Parties that this Agreement shall become effective as of the Effective Date set forth above.

CITY OF PALO ALTO

____________________
Mayor

ATTEST:

____________________
City Clerk

APPROVED AS TO FORM:

____________________
Senior Asst. City Attorney

APPROVED:

____________________
City Manager

____________________
Director of Administrative Services

____________________
Director of Utilities

____________________
Director of Public Works

____________________
Risk Manager

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY

By: ______________________

Name: ____________________

Title: _____________________
CERTIFICATE OF ACKNOWLEDGMENT
(Civil Code Section 1189)

STATE OF CALIFORNIA )
) §
County of ___________________ )

On _____________, 2011 before me, _______________________ a Notary Public, personally appeared _______________________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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 of Notary

(Affix seal here)
SCHEDULE 1

The Welch Road Utilities Project provides critical below-grade improvements to the utilities infrastructure serving the Stanford University Medical Center and vicinity. Additionally, it contains improvements to the surface conditions of the public street; widening of the right-of-way in order to accommodate a new center turning lane, new traffic signals, replacement of existing street trees and introduction of new landscaped median strips.

<table>
<thead>
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<th>Street</th>
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<tbody>
<tr>
<td>Welch Road, from South Pasteur Mall to Quarry Road</td>
</tr>
<tr>
<td>North and South Pasteur Drive, from Welch Road to Blake Wilbur Drive</td>
</tr>
<tr>
<td>Quarry Road, from Welch Road to Quarry Extension</td>
</tr>
<tr>
<td>Arboretum Road, from Sand Hill Road to Quarry Road</td>
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[ATTACH FACILITIES SITE PLAN ]
SCHEDULE 2

[MATRIX]
### I. Welch Road

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**CoPA = City of Palo Alto**  
**SU = Stanford University and its Delegates**  
**Other = AT&T / Comcast**  
**N/A = No Scope in This Segment of Road**
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ATTACHMENT A

WATER DISTRIBUTION FACILITIES

As shown on the attached Water Distribution Facilities diagram, the following is a description of the Scope of the Water Distribution Facilities to be constructed and installed as a part of the Welch Road Utilities Project:

Within Welch Road, from Quarry Road to North Pasteur Drive: The existing water main will be removed and replaced with a new water main. The lateral connections back to each meter will also be replaced.

Within Quarry Road, from Welch Road to Quarry Extension: A new water main will be installed from the Quarry/Welch Intersection to a point of connection near the south side of the Falk Center.

Within Arboretum Road, from Sand Hill Road to Quarry Road: A new water main will be installed from the Sand Hill/Arboretum Road Intersection to the Arboretum Road/Quarry Road intersection.

[City to provide text regarding portion of water line that is located on private property, outside of the City right-of-way.]
ATTACHMENT B

NATURAL GAS DISTRIBUTION FACILITIES

As shown on the attached Natural Gas Distribution Facilities diagram, the following is a description of the Scope of the Natural Gas Distribution Facilities to be constructed and installed as a part of the Welch Road Utilities Project:

**Within Welch Road, from Quarry Road to the North Barrel of Pasteur Drive:** The existing natural gas main will be removed and replaced with a new natural gas main. The lateral connections back to each meter will also be replaced.

**Within Quarry Road, from Welch Road to Quarry Extension:** The City of Palo Alto will install a new natural gas main from the Quarry/Welch Intersection to a point of connection near the Stanford Hospital loading dock.
LEGEND:

- - - - CITY LIMITS LINE
- - - - APPROXIMATE LIMIT OF WORK WITHIN CPA ROADWAY EASEMENTS
- - - - EX. CPA GAS
- - - PROPOSED CPA GAS BY CPA
- - - PROPOSED CPA GAS BY SU
CPA CITY OF PALO ALTO
SU STANFORD UNIVERSITY
EX EXISTING

B. NATURAL GAS DISTRIBUTION FACILITIES
ATTACHMENT C

WASTE WATER COLLECTION FACILITIES

As shown on the attached Waste Water Collection Facilities diagram, the following is a description of the Scope of the Waste Water Collection Facilities to be constructed and installed as a part of the Welch Road Utilities Project:

All existing sanitary sewer lines are as is with no new work planned.
ATTACHMENT D

ELECTRIC DISTRIBUTION FACILITIES

As shown on the attached Electric Distribution Facilities diagram, the following is a description of the Scope of the Electric Distribution Facilities to be constructed and installed as a part of the Welch Road Utilities Project:

Within Welch Road, from Quarry Road to the North Barrel of Pasteur Drive: The existing normal power distribution system will be removed and replaced with a new 12Kv system upgrade. The existing electrical vaults will be either relocated or reconstructed in their existing locations.

Within Quarry Road, from Welch Road to Quarry Extension: A new normal power distribution system will be installed from the Quarry/Welch Intersection to a point of connection near the proposed Lucile Packard Children’s Hospital Expansion Project. A new emergency power distribution system will be installed from the emergency generator farm to a point of connection near the proposed Lucile Packard Children’s Hospital Expansion Project.

Rules & Regulations: The ownership, modification, and maintenance of all Electric Distribution Facilities must be consistent with the City of Palo Alto Utilities Department Rules and Regulations.

Alternative Distribution System: If, pursuant to the City's Utility Rules and Regulations, Stanford is granted permission to install an alternative Electric Distribution Facilities, all of City’s expenditures on electrical distribution facilities pursuant to this Agreement shall be included in calculations of "stranded costs," or such comparable capital expenditure calculation as may be then allowed.
D. ELECTRIC DISTRIBUTION FACILITIES
ATTACHMENT E

STREET LIGHTING FACILITIES

As shown on the attached Street Lighting Facilities diagram, the following is a description of the Scope of the Street Lighting Facilities to be constructed and installed as a part of the Welch Road Utilities Project:

Within Welch Road, from Quarry Road to the North Barrel of Pasteur Drive: The existing street lights and related electrical conduits, wires, and vaults will be removed and replaced with new street lights and related electrical conduits, wires, and vaults. In some cases the existing street lights will be relocated and reused.

Within Quarry Road, from Welch Road to Quarry Extension: The existing street lights and related electrical conduits, wires, and vaults will be removed and replaced with new street lights and related electrical conduits, wires, and vaults. In some cases the existing street lights will be relocated and reused.
ATTACHMENT F

TRAFFIC SIGNAL AND CROSSWALK FACILITIES

As shown on the attached Traffic Signal and Crosswalk Facilities diagram, the following is a description of the Scope of the Traffic Signal and Crosswalk Facilities to be constructed and installed as a part of the Welch Road Utilities Project:

Within Welch Road, from Quarry Road to the North Barrel of Pasteur Drive: New traffic signals and associated electrical power, control systems, conduits and wires will be installed at two new intersections; AMC Drive / Durand Way & 730 Welch / LPCH Expansion.
ATTACHMENT G

TRAFFIC SIGNAL INTERCONNECT FACILITIES As shown on the attached Traffic Signal Interconnect Facilities diagram, the following is a description of the Scope of the Traffic Signal Interconnect Facilities to be constructed and installed as part of the Welch Road Utilities Project:

Within Welch Road, from Quarry Road to the South Barrel of Pasteur Drive: New Traffic Signal Interconnect Lines will be installed.
ATTACHMENT H

LANDSCAPING AND IRRIGATION FACILITIES

As shown on the attached Landscaping and Irrigation Facilities diagram, the following is a description of the Scope of the Landscaping and Irrigation Facilities to be constructed and installed as a part of the Welch Road Utilities Project:

Within Welch Road, from Quarry Road to the North Barrel of Pasteur Drive: New landscape irrigation mains will be installed for Welch Road landscape areas and median islands.
ATTACHMENT I

STREET IMPROVEMENT FACILITIES

As shown on the attached Street Improvement Facilities diagram, the following is a description of the Scope of the Street Improvement Facilities to be constructed and installed as a part of the Welch Road Utilities Project:

Within Welch Road, from Quarry Road to the North Barrel of Pasteur Drive: The Welch Road widening and surface improvements project provides for a center left-turn lane along portions of the street. Where possible, this center lane is interrupted with landscaped median islands. Two new bus duck-outs are being added along the Welch frontage of the 801 and 1101 Welch properties.

Within Quarry Road, from Welch Road to Quarry Extension: The entire roadway surface between curbs will be replaced. The street will undergo new striping arrangements to accommodate the new driveways that will be part of the new LPCH Expansion Project. New sidewalks curb and gutter and landscaping along the west side of Quarry will be installed as part of the LPCH expansion project (not part of the WRUP). The Quarry Road / Quarry Extension intersection will be reconfigured as a “T” intersection.
ATTACHMENT J

STORM DRAIN COLLECTION FACILITIES

As shown on the attached Storm Drain Collection Facilities diagram, the following is a description of the Scope of the Storm Drain Collection Facilities to be constructed and installed as a part of the Welch Road Utilities Project:

Within Welch Road, from Quarry Road to North Pasteur Drive: Portions of the existing storm drain system will be removed and replaced with a new storm drain system, including the addition of new curb inlets. A new storm drain line will be added to the Welch Road drainage system from N. Pasteur Drive to a point near 800 Welch.

Within Quarry Road: Existing storm drain lines are as is with no new work planned.
ATTACHMENT K

HOT WATER/STEAM DISTRIBUTION FACILITIES

As shown on the attached Hot Water/Steam Distribution Facilities diagram, the following is a description of the Scope of the Hot Water/Steam Distribution Facilities to be constructed and installed as a part of the Welch Road Utilities Project:

Within Welch Road, from Quarry Road to the South Barrel of Pasteur Drive: New Hot Water supply and return lines will be installed.

Within Quarry Road, from Welch Road to Quarry Extension: New Hot Water supply and return lines will be installed.
ATTACHMENT L

CHILLED WATER DISTRIBUTION FACILITIES

As shown on the attached Chilled Water Distribution Facilities diagram, the following is a description of the Scope of the Chilled Water Distribution Facilities to be constructed and installed as a part of the Welch Road Utilities Project:

Within Welch Road, from Quarry Road to the North Barrel of Pasteur Drive: New chilled-water supply and return piping will be installed.

Within Quarry Road, from Welch Road to Quarry Extension: New chilled-water supply and return piping will be installed.
ATTACHMENT M

RAW LAKE WATER LINE FACILITIES

As shown on the attached Raw Lake Water Line Facilities diagram, the following is a description of the Scope of the Raw Lake Water Line Facilities to be constructed and installed as part of the Welch Road Utilities Project:

Within Welch Road, from the 701 Welch Road property to the existing Raw Lake Water Line in the Stanford Arboretum: A temporary Raw Lake Water Line will be installed, for site dewatering use during construction of the Lucile Packard Children’s Hospital Expansion Project.

Within Welch Road, from the 1101 Welch Road property to the existing Raw Lake Water Line at South Pasteur Drive: A temporary Raw Lake Water Line will be installed, for site dewatering use during construction of the New Stanford Hospital Project.
ATTACHMENT N

STANFORD TELECOMMUNICATIONS FACILITIES

As shown on the attached Stanford Telecommunications Facilities diagram, the following is a description of the Scope of the Stanford Telecommunications Facilities to be constructed and installed as a part of the Welch Road Utilities Project:

Within Welch Road, from Quarry Road to the North Barrel of Pasteur Drive: New empty conduits will be installed within the data communications duct banks for future fiber-optic by Stanford University.

Within Quarry Road, from Welch Road to Quarry Extension: New empty conduits will be installed within the data communications duct banks for future fiber-optic by Stanford University.
ATTACHMENT O

FRANCHISE TELECOMMUNICATIONS FACILITIES

As shown on the attached Franchise Telecommunications Facilities diagram, the following is a description of the Scope of the Franchise Telecommunications Facilities to be constructed and installed as a part of the Welch Road Utilities Project:

**Within Welch Road, from Quarry Road to the North Barrel of Pasteur Drive:** New data & communications duct banks will be installed.

**Within Quarry Road, from Welch Road to Quarry Extension:** New data & communications duct banks will be installed.
ATTACHMENT P

GRANT OF EASEMENT AND AGREEMENT
PUBLIC UTILITES EASEMENT (PUE)
AND
RIGHT OF WAY (ROW) EASEMENT

Attached is the form of the Easement Amendment and Agreement for the Public Utilities Easement and Right of Way Easement to be signed by the Parties related to the Welch Road Utilities Project:
Attachment P
This document is recorded for the benefit of the City of Palo Alto and is entitled to be recorded free of charge in accordance with Section 6103 of the Government Code. After Recordation, mail to:

REAL PROPERTY MANAGER
City of Palo Alto
P. O. Box 10250
Palo Alto, CA 94303

APN: ______ n/a
Project: Welch Road between Pasteur Drive and Quarry Road

EASEMENT AMENDMENT AND AGREEMENT
PUBLIC UTILITIES EASEMENT and RIGHT OF WAY EASEMENT
Palo Alto, California

THIS EASEMENT AMENDMENT AND AGREEMENT ("Easement Agreement") is made and entered into as of June ____, 2011, (the "Effective Date") by and between the BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California ("Stanford") and THE CITY OF PALO ALTO, a chartered city and municipal corporation of the State of California ("City"). The City and Stanford may be referred to in this Easement Agreement either individually as a "Party," or collectively as the "Parties" or the "Parties to this Easement Agreement."

RECITALS

A. Stanford is the owner of that certain real property located in the City of Palo Alto, County of Santa Clara, California, on which a recently expanded public roadway commonly known as Welch Road, has been constructed ("Stanford’s Property");

B. Certain below-grade public utility facilities and equipment and roadway surface improvements have been constructed and installed on and under Stanford’s Property, a part of which will be conveyed to the City, and for which Stanford is willing to convey to the City both a non-exclusive public utilities easement and a non-exclusive surface right of way easement which grant the City the right to use and access, as well as own, install, construct, operate, maintain, repair, replace and upgrade such below-grade public utility facilities and road surface improvements on Stanford’s Property, subject to the terms and conditions contained in this Easement Agreement;
C. On February 1, 1957, Stanford executed an easement agreement entitled “Easement”, which was recorded in the Office of the Recorder of the County of Santa Clara on February 13, 1957 in Book 3729 Page 7 of Official Records, as Document Number 1306308, and which was amended by an Amendment to Easement dated April 25, 2002 and recorded June 14, 2002 as Document No. 16315329 (collectively, the “Original Easement”);

D. The Original Easement provided certain easement rights to the City on Stanford’s Property;

E. Due to changes in the below-grade utility facilities and equipment and the widening of the roadway surface improvements constructed and installed on, along and under Welch Road (the “Widened Welch Road”), the Parties now desire to amend the Original Easement to expand the legal description of the property included within the Original Easement to include the area covered by the Widened Welch Road;

F. A new and revised legal description of the property on which the Widened Welch Road is located is set forth in the attached Exhibit A, and the rights granted under each easement are further described in the terms and conditions of this Easement Agreement and are incorporated herein by this reference, which supersedes the legal descriptions of the easements set forth in the Original Easement; and

G. All other terms and conditions of the Original Easement shall remain in full force and effect.

AGREEMENT

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

1. All of the above Recitals are incorporated herein by this reference.

2. Subject to the terms and conditions of this Easement Agreement, Stanford hereby grants and conveys the following easement rights (the “Easement”) to City:

   A. a nonexclusive public utilities easement on and under the portions of Stanford’s Property described on the attached Exhibit A (the “Utility Easement Property”), which includes the right of ingress and egress to the Utility Easement Property and the right to own, operate, install, construct, maintain, repair, replace and upgrade below-grade public utility facilities and equipment, and surface improvements and related appurtenances on the Utility Easement Property, each of which is more particularly described in that certain Welch Road Utilities Project Facilities Construction, Ownership, Operation and Maintenance Agreement between the City and Stanford and dated as of August __, 2011 (the “COOMA”);

   B. a nonexclusive right of way easement on Stanford’s Property described on the attached Exhibit A (the “Right of Way Easement Property”), which includes the right of ingress and egress across the Right of Way Easement Property and the right to install, construct, operate,
maintain, repair, replace and upgrade all surface improvements and related appurtenances on the Right of Way Easement Property, including but not limited to, street improvements, roadway surfacing, curbs, gutter and sidewalks, striping, traffic safety signage, and street and directional signage; and

C. a nonexclusive right of ingress and egress onto and across property owned by Stanford adjacent to the Right of Way Easement Property and along Welch Road (the “Access Easement Property”), as and where reasonably required from time-to-time for purposes of accessing the Utility Easement Property and the Right of Way Property in connection with the exercise of the City’s rights hereunder.

Each of the easements granted under this Section 2 shall be referred to herein individually as an “Easement” and collectively as the “Easements”. The Utility Easement Property, Right of Way Easement Property and Access Easement Property shall be collectively referred to herein as the “Easement Properties”.

3. While exercising its rights described in the Easements, the City shall not block or obstruct the driveways and streets on and around Stanford’s Property or, except for such intervals of obstruction as cannot be avoided through reasonably available measures. The City shall not otherwise unreasonably interfere with the use of Stanford’s Property by Stanford, its lessees, or their guests and invitees. Following each installation, construction, maintenance, replacement or repair of any facilities or equipment permitted by the Easements, the City shall, at its sole expense, promptly repair, replace or restore as necessary, any “Standard Paving” removed or damaged during the City’s work, and shall backfill all excavations to the grade existing before the work and temporarily patch with asphalt any non-standard paving that was removed or damaged and leave the work site in a neat and clean condition.

In addition, the City shall repair, replace or restore, as necessary, any damage that was not reasonably required to perform the work and that was caused by the City’s intentional or negligent acts, including damage to non-standard paving, landscaping, fences or other facilities, improvements or property. Except as provided in the preceding sentence, Stanford shall restore and repair any landscaping and non-standard paving on Stanford’s Property damaged by City in its exercise of its rights under this Easement. In determining whether damage was reasonably required, deference shall be given to the City’s needs for operational efficiency. “Standard Paving” is that described in the City’s ordinances, building codes and other standards in effect as of the date of construction of such Standard Paving and/or at the time of repair, replacement or restoration of paving that was Standard Paving under prior ordinances, building codes and other standards in effect as of the original construction date.

4. Stanford reserves the right to make all use of the Easement Properties that do not unreasonably interfere with the City’s specific uses within the Easement Properties, including the right to install and maintain private utility lines, conduits and other utility equipment and facilities and landscaping, irrigation systems, roadways, pathways, and other similar improvements (excluding trees and structures) within the Easement Properties. Neither Stanford, nor anyone claiming a right granted by Stanford, shall construct or install any permanent structure(s) within any Easement Property during the time the applicable Easement is in effect, without the advance written
consent and approval of the City. The City’s consent and approval shall not be unreasonably withheld or delayed. Stanford shall comply with all applicable governmental requirements, rules and/or regulations, including obtaining necessary permits and approvals regarding any permanent structures it may construct.

5. After the below-grade public utility facilities and equipment and the surface improvements and related appurtenances included in the Welch Road Utilities Project, as described in the COOMA referred to in Section 2A of this Easement Agreement have been completed, the City shall be responsible and shall pay for any inspection, installation, construction, maintenance, repair, reconstruction or removal of its below-grade public utility facilities and equipment and surface improvements in the Easement Properties deemed necessary or desirable by the City. After the below-grade public utility facilities and equipment and the surface improvements and related appurtenances included in the Welch Road Utilities Project, as described in the COOMA referred to in Section 2A of this Easement Agreement have been completed, Stanford shall be responsible and shall pay for any inspection, installation, construction, maintenance, repair, reconstruction or removal of facilities required in connection with any improvements owned by Stanford or any Stanford lessee other than the City.

6. If required by Stanford in connection with any planned construction, reconstruction, remodeling or change of use on its property, and upon receipt of Stanford’s written request, the City shall, from time to time, within a reasonable period of time and at Stanford’s sole cost and expense, including costs of engineering and design review, relocate its below-grade public utility facilities and equipment and surface improvements within the Easement Properties, or any part of them, to another location designated by Stanford and approved by the City. The City’s approval shall not be withheld unreasonably, provided Stanford grants to the City an easement, on the same terms and conditions as set forth herein, for the relocated facilities and equipment at no cost to the City, and provided that the City’s operational efficiency is not significantly impaired by the relocation. Any exercise by Stanford of its right to require relocation of the City’s below-grade public utility facilities and equipment and surface improvements under this paragraph shall not limit Stanford’s subsequent exercise of such rights.

7. The City shall indemnify, defend and hold harmless Stanford and its trustees, officers, directors, agents, and employees from and against any and all claims, liabilities, losses, costs, damages, and expenses, including without limitation, injury or death of persons or damage to or loss of property, arising out of the use of the Easements by the City, its agents, contractors or employees, excluding any loss, damage, liability, expense, claim or demand that results from the active negligence or willful misconduct of Stanford, Stanford’s agents or employees, Stanford’s lessees, or the agents or employees of those lessees.

8. Each Easement hereby granted shall cease and terminate upon nonuse of such Easement for the purposes set forth herein for a period of two (2) consecutive years. Upon the happening of such event, such right, title and interest of the City in and to the Easement, shall terminate and revert to Stanford; provided that Stanford shall give the City written notice that, due to nonuse, the Easement will terminate pursuant to this Paragraph 8 on a date not less than one hundred and twenty (120) days after the date of the notice. The City may dispute the termination of the Easement by written notice to Stanford prior to the termination date specified in Stanford’s
notice. If the Parties are unable to resolve such dispute, the issue may be resolved by a court having jurisdiction. Upon termination of the Easement, the City shall (a) if requested in writing by Stanford, remove the equipment and facilities installed pursuant to such Easement and (b) make, execute, acknowledge and deliver to Stanford a quitclaim deed conveying to Stanford all right, title and interest under such Easement.

9. This Easement Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

By: ____________________________
Name: Robert C. Reidy
Title: Vice President, Land, Buildings and Real Estate

This Easement Agreement has been executed by the properly authorized person as of the Effective Date set forth above.
ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )
                     )
COUNTY OF SANTA CLARA )

On June ___, 2011, before me,______________________, a Notary Public, in and for the State of California, personally appeared Robert C. Reidy, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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____________________
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: ____________, 2011

By: ______________________________
Assistant City Manager

APPROVALS:

Approved as to Form
Sr. Asst. City Attorney

By: ______________________________

Approved as to Content
Utilities: Electric

By: ______________________________

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA   
) 
) COUNTY OF SANTA CLARA 

On ____________, 2011, before me, ______________________________, a Notary Public, in and for the State of California, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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 ______________________________
SUBORDINATION OF LEASEHOLD INTEREST

[Lessee] is the lessee under the terms of that certain lease from the BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California ("Stanford"), that includes all or a portion of the Easement Properties described in the Easement Agreement and Amendment between Stanford and the City of Palo Alto made as of ________, 2011, to which this Subordination is attached.

Lessee hereby subordinates its said leasehold interest to the Easement Agreement and Amendment, grants to City the Easements on the terms and conditions set forth therein, and agrees to be bound by all the terms and conditions set forth therein to the same extent it would have been bound had the Easement Properties been leased to it after execution of the Easement Agreement and Amendment and with its full actual knowledge of the terms and conditions thereof.

Dated: ____________________________

By: _______________________________

Its: _______________________________

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )
)
COUNTY OF ____________ )

On ____________, 2011, before me, ________________, a Notary Public, in and for the State of California, personally appeared ________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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 __________________________
EXHIBIT A
LEGAL DESCRIPTION
ROADWAY EASEMENT
WELCH ROAD-STANFORD UNIVERSITY

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF PALO ALTO, THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A ROADWAY EASEMENT OVER LANDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF QUARRY ROAD, SAID POINT BEING THE SOUTHEAST CORNER OF THAT CERTAIN 5.739 MORE OR LESS ACRE PARCEL SHOWN AS "PARCEL TWO DOC. NO. 17285150", PER THAT CERTAIN RECORD OF SURVEY FILED ON AUGUST 19, 2004 IN BOOK 773 OF MAPS AT PAGES 41 THROUGH 44, SANTA CLARA COUNTY RECORDS, SAID POINT OF COMMENCEMENT BEING MARKED BY A FOUND NAIL AND BRASS TAG, STAMPED "LS 5797", SAID POINT LYING SOUTH 22°47'58" WEST, A DISTANCE OF 576.45 FEET FROM A SECOND FOUND NAIL AND BRASS TAG, STAMPED "LS 5797" MARKING THE NORTHERLY END OF THE SOUTHEASTERLY LINE OF SAID PARCEL, LAST SAID POINT BEING SHOWN AS BEARING "NORTH 22°48'25" EAST 576.45 FEET" FROM SAID POINT OF COMMENCEMENT ON SAID RECORD OF SURVEY;

THENCE FROM ABOVE DESCRIBED POINT OF COMMENCEMENT ALONG THE SOUTHWESTERLY PROLONGATION OF DESCRIBED SOUTHEASTERLY LINE OF SAID PARCEL AND SAID NORTHWESTERLY RIGHT OF WAY, SOUTH 22°47'58" WEST, A DISTANCE OF 342.25 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT OF WAY OF QUARRY ROAD LYING ON THAT CERTAIN COURSE DESCRIBED AS "NORTH 21°46'15" EAST 934.27" IN THAT CERTAIN EASEMENT DEED TO THE CITY OF PALO ALTORecorded February 13, 1957 IN BOOK 3729 OF OFFICIAL RECORDS, AT PAGES 7 THROUGH 17, SANTA CLARA COUNTY RECORDS, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID PROLONGATED LINE AND THROUGH A PORTION OF SAID EASEMENT DEED, SOUTH 22°47'58" WEST, A DISTANCE OF 136.00 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT OF WAY OF QUARRY ROAD LYING ON THAT CERTAIN COURSE DESCRIBED AS "NORTH 21°46'15" EAST 344.00 FEET" IN SAID EASEMENT DEED;

THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY OF QUARRY ROAD, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00, AND AN ARC LENGTH OF 47.12 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 67°12'02" WEST;

THENCE NORTH 67°12'02" WEST, A DISTANCE OF 24.64 FEET TO A POINT LYING SOUTH 22°47'58" WEST, A DISTANCE OF 35.00 FEET FROM A FOUND THREE-QUARTER INCH IRON PIPE MONUMENT IN MONUMENT WELL, SAID MONUMENT BEING SHOWN AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE LABELED "NORTH 68°13'45" WEST" ON THE WELCH ROAD MONUMENT LINE ON THAT CERTAIN UNRECORDED MAP ENTITLED "LANDS OF STANFORD UNIVERSITY LEASED TO AMERICAN BREEDERS

Sheet 1 of 5

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SERVICE 5.03 ACRES, SEPTEMBER 1957, SAID MAP BEING FILED AT STANFORD UNIVERSITY MAPS AND RECORDS DEPARTMENT;

THENCE ALONG A TANGENT CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 04°55'11", AND AN ARC LENGTH OF 35.20 FEET;

THENCE NORTH 72°07'13" WEST, A DISTANCE OF 160.28 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 290.12 FEET, A CENTRAL ANGLE OF 06°07'30", AND AN ARC LENGTH OF 31.01 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 18°36'29" EAST, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 276.95 FEET, A CENTRAL ANGLE OF 08°01'48", AND AN ARC LENGTH OF 29.15 FEET;

THENCE NORTH 72°07'13" WEST, A DISTANCE OF 476.34 FEET TO A POINT LYING SOUTH 17°52'47" WEST, A DISTANCE OF 31.00 FEET FROM A FOUND THREE QUARTER INCH IRON PIPE MONUMENT IN MONUMENT WELL ON SAID WELCH ROAD MONUMENT LINE;

THENCE ALONG A CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 414.00 FEET, A CENTRAL ANGLE OF 07°42'07", AND AN ARC LENGTH OF 55.65 FEET;

THENCE NORTH 79°49'20" WEST, A DISTANCE OF 39.04 FEET;

THENCE ALONG A CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 17°28'31", AND AN ARC LENGTH OF 88.45 FEET TO A POINT LYING ON THE SAID SOUTHERLY RIGHT OF WAY OF WELCH ROAD PER SAID EASEMENT DEED TO THE CITY OF PALO ALTO; ALSO BEING A COMPOUND CURVE TO THE LEFT;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY OF WELCH ROAD AND SAID COMPOUND CURVE, HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 34°22'13", AND AN ARC LENGTH OF 251.95 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 07°17'52" EAST;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY OF WELCH ROAD, SOUTH 48°20'00" WEST, A DISTANCE OF 24.05 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY, SOUTH 41°40'00" EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 48°20'00" WEST, A DISTANCE OF 42.42 FEET;

THENCE ALONG A CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 485.00 FEET, AN ARC LENGTH OF 72.08 FEET THROUGH A CENTRAL ANGLE OF 08°30'56";
THENCE SOUTH 24°30'50" WEST, A DISTANCE OF 15.24 FEET;

THENCE SOUTH 48°20'00" WEST, A DISTANCE OF 58.90 FEET;

THENCE SOUTH 67°37'24" WEST, A DISTANCE OF 31.78 FEET;

THENCE SOUTH 48°20'00" WEST, A DISTANCE OF 555.01 FEET TO A POINT LYING SOUTH 41°40'00" EAST 31.00 FEET FROM THE NORTHEASTERLY TERMINUS OF A 445.00 FOOT RADIUS CURVE IN SAID MONUMENT LINE OF WELCH ROAD, SHOWN ON THAT CERTAIN MAP OF TRACT NO. 7835, FILED ON JANUARY 23, 1985 IN BOOK 555 OF MAPS AT PAGE 23, SANTA CLARA COUNTY RECORDS, DESCRIBED POINT IN SAID MONUMENT LINE LYING NORTH 48°20'00" EAST, A DISTANCE OF 0.13 FEET FROM A THREE-FIFTHS INCH IRON PIPE MONUMENT, TAGGED RE 5597, SHOWN ON SAID MAP;

THENCE ALONG A CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 414.00 FEET, AN ARC LENGTH OF 218.50 FEET, THROUGH A CENTRAL ANGLE OF 30°14'22";

THENCE SOUTH 02°53'45" EAST, A DISTANCE OF 31.61 FEET TO A POINT LYING 41.50 FEET SOUTHEASTERLY OF, AT RIGHT ANGLES FROM THAT PORTION OF SAID MONUMENT LINE PER SAID TRACT MAP, SHOWN AS "NORTH 14°55'26" EAST 283.55 FEET" THEREON;

THENCE SOUTH 15°57'10" WEST, A DISTANCE OF 56.68 FEET TO A POINT LYING 41.50 FEET SOUTHEASTERLY OF, AT RIGHT ANGLES FROM SAID COURSE IN SAID MONUMENT LINE;

THENCE SOUTH 35°14'34" WEST, A DISTANCE OF 31.78 FEET TO A POINT LYING 31.00 FEET SOUTHEASTERLY OF, AT RIGHT ANGLES FROM SAID COURSE IN SAID MONUMENT LINE;

THENCE ALONG A LINE LYING 31.00 FEET SOUTHEASTERLY OF, AT RIGHT ANGLES FROM, AND PARALLEL WITH SAID COURSE IN SAID MONUMENT LINE, SOUTH 15°57'10" WEST, A DISTANCE OF 160.98 FEET;

THENCE SOUTH 24°24'17" WEST, A DISTANCE OF 40.82 FEET TO A POINT LYING 25.00 SOUTHEASTERLY OF, AT RIGHT ANGLES FROM THE SOUTHWESTERLY PROLONGATION OF LAST-DESCRIBED COURSE IN COURSE IN SAID MONUMENT LINE;

THENCE ALONG A LINE LYING 25.00 FEET SOUTHEASTERLY OF, AT RIGHT ANGLES FROM AND PARALLEL WITH SAID PROLONGATED MONUMENT LINE, SOUTH 15°57'10" WEST, A DISTANCE OF 1.04 FEET TO A POINT ON THE SOUTHERLY LINE OF THE PASTEUR DRIVE SECTION OF SAID EASEMENT DEED GRANTED TO THE CITY OF PALO ALTO, SAID POINT, LYING 20.00 FEET SOUTHWESTERLY OF, AT RIGHT ANGLES FROM THE SOUTHEASTERLY PROLONGATION OF THAT PORTION OF THE MONUMENT LINE OF SAID PASTEUR DRIVE PER SAID TRACT MAP, SHOWN AS "NORTH 75°03'56" WEST 234.11 FEET" PER SAID TRACT MAP.
THENCE ALONG A LINE LYING 20.00 FEET SOUTHWESTERLY OF, AT RIGHT ANGLES FROM AND PARALLEL WITH SAID COURSE IN SAID MONUMENT LINE OF PASTEUR DRIVE, NORTH 74°02'48" WEST, A DISTANCE OF 60.00 FEET TO A POINT LYING 35.00 FEET NORTHWESTERLY OF, AT RIGHT ANGLES FROM SAID PROLONGATED COURSE OF THE WELCH ROAD MONUMENT LINE;

THENCE ALONG A LINE LYING 35.00 FEET NORTHWesterLY OF, AT RIGHT ANGLES FROM AND PARALLEL WITH SAID PROLONGATED COURSE OF THE WELCH ROAD MONUMENT LINE, AND ALONG THE EASTERLY LINE OF THE NORTHERLY PORTION OF THE PASTEUR DRIVE PORTION OF THAT CERTAIN ROADWAY EASEMENT GRANTED TO THE CITY OF PALO ALTO PER THAT CERTAIN DEED RECORDED JUNE 7, 2002 PER DOCUMENT NO. 16304199 OF OFFICIAL RECORDS, SANTA CLARA COUNTY RECORDS, NORTH 15°57'10" EAST, A DISTANCE OF 70.00 FEET TO THE NORTHERLY TERMINUS OF SAID EASTERLY LINE;

THENCE INITIALLY ALONG THE NORTHERLY LINE OF SAID PASTEUR ROAD PORTION OF LAST-SAID EASEMENT DEED, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE NORTHWEST, THE RADIUS POINT OF WHICH LIES NORTH 74°02'50" WEST, A DISTANCE OF 20.00 FEET, SAID CURVE HAVING AN ARC LENGTH OF 31.42 FEET, THROUGH A CENTRAL ANGLE OF 90°00'02" TO A POINT LYING 30.00 FEET NORTHEASTERLY OF, AT RIGHT ANGLES FROM SAID COURSE IN THE PASTEUR DRIVE MONUMENT LINE;

THENCE, TANGENT TO LAST-SAID CURVE, ALONG A LINE LYING 30.00 FEET NORTHEASTERLY OF, AT RIGHT ANGLES FROM AND PARALLEL WITH SAID PASTEUR DRIVE MONUMENT LINE, NORTH 74°02'52" WEST, A DISTANCE OF 8.00 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE NORTHWEST, THE RADIUS POINT OF WHICH LIES NORTH 15°57'12" EAST, A DISTANCE OF 18.00 FEET, SAID CURVE HAVING AN ARC LENGTH OF 28.27 FEET, THROUGH A CENTRAL ANGLE OF 90°00'02" TO A POINT LYING 45.00 FEET NORTHWesterLY OF, AT RIGHT ANGLES FROM LAST-SAID COURSE IN THE WELCH ROAD MONUMENT LINE;

THENCE ALONG A LINE LYING 45.00 FEET NORTHWesterLY OF, AT RIGHT ANGLES FROM AND PARALLEL WITH SAID WELCH ROAD MONUMENT LINE, NORTH 15°57'10" EAST, A DISTANCE OF 78.44 FEET;

THENCE ALONG A CURVE TO THE RIGHT, BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 28.05 FEET, THROUGH A CENTRAL ANGLE OF 14°36'37";

THENCE NORTH 30°33'48" EAST, A DISTANCE OF 20.42 FEET;

THENCE ALONG A CURVE TO THE LEFT, BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 10.20 FEET, THROUGH A CENTRAL ANGLE OF 14°36'37";

THENCE ALONG A LINE LYING 35.00 FEET NORTHWesterLY OF, AT RIGHT ANGLES FROM AND PARALLEL WITH LAST-SAID COURSE IN THE WELCH ROAD MONUMENT LINE,
NORTH 15°57'10" EAST, A DISTANCE OF 99.49 FEET TO A POINT LYING NORTH 74°02'50" WEST, A DISTANCE OF 35.00 FEET FROM A THREE-QUARTER INCH IRON PIPE MONUMENT TAGGED RE 5597 MARKING THE NORTHERLY TERMINUS OF SAID COURSE IN SAID WELCH ROAD MONUMENT LINE, AS SHOWN ON SAID TRACT MAP;

THENCE ALONG A CURVE TO THE RIGHT, BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 480.00 FEET, AN ARC LENGTH OF 271.27 FEET, THROUGH A CENTRAL ANGLE OF 32°22'50";

THENCE NORTH 48°20'00" EAST, A DISTANCE OF 794.14 FEET;

THENCE ALONG A CURVE TO THE RIGHT, BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 480.00 FEET, AN ARC LENGTH OF 498.85 FEET, THROUGH A CENTRAL ANGLE OF 59°32'47";

THENCE SOUTH 72°07'13" EAST, A DISTANCE OF 696.63 FEET;

THENCE ALONG A CURVE TO THE RIGHT, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 480.00 FEET, AN ARC LENGTH OF 41.22 FEET, THROUGH A CENTRAL ANGLE OF 04°55'11";

THENCE SOUTH 67°12'02" EAST, A DISTANCE OF 18.64 FEET;

THENCE ALONG A CURVE TO THE LEFT, BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 36.00 FEET, AN ARC LENGTH OF 56.55 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED ROAD EASEMENT CONTAINS AN AREA OF 174,347 SQUARE FEET OR 4.00 ACRES, MORE OR LESS;

THE BASIS OF SAID BEARINGS IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD '83 WITH DISTANCES IN GRID. TO OBTAIN GROUND DISTANCES, AND AREA, DESCRIBED DISTANCES AND AREA ARE TO BE MULTIPLIED BY A SCALE FACTOR OF 1.000055737;

THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE ATTACHED PLAT, EXHIBIT B, AND BY REFERENCE, MADE A PART HEREOF;
ROAD EASEMENT AREA = 174,347 ± SF
= 4.00 ± AC

BASIS OF BEARINGS:
CA STATE PLANE COORDINATE SYSTEM, ZONE 3; DISTANCES AND AREA SHOWN ARE IN GRID. TO OBTAIN GROUND DISTANCES MULTIPLY THOSE SHOWN BY A SCALE FACTOR OF 1.000005737.

CURVE DATA TABLE

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LINE DATA TABLE

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<td>N67°12'02&quot;W</td>
<td>84.64'</td>
</tr>
<tr>
<td>L4</td>
<td>S67°12'02&quot;E</td>
<td>18.64'</td>
</tr>
</tbody>
</table>

LEGEND

(R) RADIAL BEARING
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT MONUMENT AS NOTED

SANDIS | CIVIL ENGINEERS | SURVEYORS | PLANNERS

SUNNYVALE ROSEVILLE OAKLAND

EXHIBIT B

WELCH ROAD EASEMENT
STANFORD UNIVERSITY
PALO ALTO CA

6 OF 9 SHEETS
07/12/20
WELCH ROAD
N48°20′00″E 794.14′

ROAD EASEMENT
AREA = 174,347± SF
= 4.00± AC

LINE DATA TABLE
LINE BEARING LENGTH
L9 S24°30′50″W 15.24′
L10 S48°20′00″W 56.90′
L11 S67°37′24″W 11.78′

CURVE DATA TABLE
CURVE RADIUS DELTA LENGTH
C14 414.00′ 30′14″22′′ 218.50′
C15 480.00′ 32′23″50′′ 271.27′
C16 450.00′ 34′22″50′′ 254.32′
Attachment Q

This document is recorded for the benefit of the City of Palo Alto and is entitled to be recorded free of charge in accordance with Section 6103 of the Government Code.

After Recodation, mail to:

REAL PROPERTY MANAGER
City of Palo Alto
P. O. Box 10250
Palo Alto, CA 94303

APN:
Project:
File No.:

GRANT OF EASEMENT AND AGREEMENT

Palo Alto, California

THIS GRANT OF EASEMENT AND AGREEMENT is made and entered into as of __________, 20__, by and between the BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California ("Stanford") and THE CITY OF PALO ALTO, a chartered city and municipal corporation of the State of California ("City").

RECITALS

A. Stanford is the owner of that certain real property located in the County of Santa Clara described in Exhibit A attached to this Easement Agreement (the "Easement Property").

B. City has installed on the Easement Property utility equipment, as described and shown in Exhibit B attached hereto, that it owns and will operate, repair and maintain and Stanford is willing to convey to City a non-exclusive easement, on 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. Subject to the terms and conditions of this Easement Agreement, Stanford hereby grants and conveys to City a nonexclusive easement for public utility facilities and equipment purposes in and under the Easement Property, including the rights to install, construct, operate, maintain, repair and replace underground electric utility facilities and related appurtenances on the Easement Property, provided that any such facilities shall not unreasonably interfere with or impede the use of the property or facilities of Stanford or its lessees (the “Easement”). The Easement Property is shown in the maps labeled Exhibits C and is more particularly described in Exhibit B both of which are attached hereto and incorporated herein by reference.

2. While exercising the Easement City shall not block or obstruct the driveways and streets on and around the Easement Property, except for such intervals of obstruction as cannot be avoided through reasonably available measures, and it shall not otherwise unreasonably interfere with the use of Stanford’s property by Stanford or its lessees or their guests and invitees. Following each installation, construction, maintenance, replacement or repair of utility facilities permitted by the Easement, City shall, at its sole expense, repair, replace or restore as necessary, Standard Paving removed or damaged during City’s work, and shall backfill all excavations to the grade existing before the work and temporarily patch with asphalt any non-Standard paving that was removed or damaged and leave the work site in a neat and clean condition. In addition, City shall repair, replace or restore, as necessary, any damage that was not reasonably required to perform the work and that was caused by City’s intentional or negligent acts, including damage to non-Standard paving, landscaping, fences or other facilities, improvements or property. In determining whether damage was reasonably required, deference shall be given to City’s needs for operational efficiency. Stanford shall restore and repair any landscaping and non-Standard paving on the Easement Property damaged by City in its exercise of this Easement. “Standard Paving” is that described in the City of Palo Alto’s Standard Drawings and Specification (1992) and “non-Standard paving” is paving other than Standard Paving.

3. Stanford reserves the right to make all use of the Easement Property that does not unreasonably interfere with the Easement, including the right to install and maintain private utility lines, conduits and other utility equipment and facilities and landscaping, irrigation systems, roadways, pathways, and other similar improvements, (excluding trees and
structures) within the Easement Property. No permanent structure shall be installed within the Easement Property by Stanford or anyone claiming a right under Stanford during the time the Easement is in effect without the advance written consent and approval of City. City’s consent and approval shall not be unreasonably withheld or delayed. Stanford shall comply with all applicable governmental requirements, including obtaining necessary permits and approvals.

4. City shall be responsible and shall pay for any inspection, maintenance, repair, reconstruction and removal of its utility facilities in the Easement Property deemed necessary or desirable by the City. Provided, any repair, reconstruction or removal of the Facilities required in connection with any improvements of Stanford or any lessee of Stanford, shall be the responsibility of and paid for by Stanford.

5. If required by Stanford in connection with any planned construction, reconstruction, remodeling or change of use on its property, and upon written request of Stanford, City shall, from time to time and within a reasonable period of time and at the sole cost and expense of Stanford, including costs of engineering and design review, relocate the utility facilities within the Easement Property, or any part of them, to another location designated by Stanford and approved by City. City’s approval shall not be withheld unreasonably; provided Stanford grants to City an easement, on the same terms and conditions as set forth herein, for the relocated utility facilities at no cost to City, and provided that City’s operational efficiency is not significantly impaired by the relocation. Any exercise by Stanford of its right to require relocation of the utility facilities under this paragraph shall not limit Stanford’s subsequent exercise of such rights.

6. City shall indemnify, defend and hold harmless Stanford and its trustees, officers, directors, agents, and employees from and against any and all claims, liabilities, losses, costs, damages, and expenses, including without limitation, injury or death of persons or damage to or loss of property, arising out of the use of the Easement by City, its agents, contractors or employees, excluding any loss, damage, liability, expense, claim or demand that results from the active negligence or willful misconduct of Stanford or Stanford’s agents or employees or of Stanford’s lessees or the agents or employees of those lessees.

7. The Easement hereby granted shall cease and terminate upon nonuse of the Easement for the purposes set forth herein for a period of two (2) consecutive years. Upon the happening of such event, all right, title and interest of City in and to the Easement, shall terminate and revert to Stanford; provided that Stanford shall give City written notice that, due
to nonuse, the Easement will terminate pursuant to this Paragraph 8 on a date not less than one hundred and twenty (120) days after the date of the notice. City may dispute the termination of the Easement by written notice to Stanford prior to the termination date specified in Stanford’s notice. If the parties are unable to resolve such dispute, the issue may be resolved by a court having jurisdiction. Upon termination of this Easement City shall (a) if requested in writing by Stanford, remove its utility facilities and (b) make, execute, acknowledge and deliver to Stanford a quitclaim deed conveying to Stanford all right, title and interest to the Easement Property.

8. This Easement Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument by proper persons thereunto duly authorized as of the day and year first herein written.

STANFORD:

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY
a body having corporate powers
under the laws of the State of California

By Stanford Management Company

By ________________________________

Print Name________________________

Title_____________________________
ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

)  

)  

COUNTY OF SANTA CLARA  )

On ______________, 2010, before me, ______________________, a Notary Public, in and for the State of California, personally appeared ______________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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____________________________
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: ___________________________

Deputy City Manager

APPROVALS

Approved as to Form
Sr. Asst. City Attorney

Approved as to Content
Utilities: Electric/WGW

By ___________________________ By ___________________________

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

On ___________ 2010, before me, a Notary Public, in and for the State of California, personally appeared ______________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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 ______________________
SUBORDINATION OF LEASEHOLD INTEREST

("Lessee") is the lessee under the terms of that certain lease from the BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California ("Stanford"), that includes all or a portion of the Easement Property described in the Grant of Easement and Agreement between Stanford and the City of Palo Alto made as of ____________, 2008, to which this Subordination is attached.

Lessee hereby subordinates its said leasehold interest to the Grant of Easement and Agreement, grants to City an Easement on the terms and conditions set forth therein, and agrees to be bound by all the terms and conditions set forth therein to the same extent it would have been bound had the Easement Property been leased to it after execution of the Grant of Easement and Agreement and with its full actual knowledge of the terms and conditions thereof.

Dated: _______________ By: ____________________________

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )
    )
COUNTY OF SANTA CLARA )

On ____________, 2010, before me,______________________, a Notary Public, in and for the State of California, personally appeared ____________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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_______________________________