

# REPORT

To the Honorable Mayor and City Council  
From the City Manager

October 13, 2003

**Subject**

Acceptance of Grant of Public Service Easement  
Arco Gas Station located at 504 Whipple Avenue

**Recommendation:**

Accept the Public Service Easement offered by BP West Coast Products LLC, a Delaware limited liability company, and direct the City Clerk to record a certified copy of the order with the deed in the office of the County Recorder of San Mateo County.

**Background**

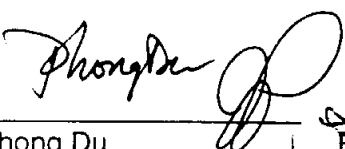
BP West Coast Products LLC is rebuilding the Arco gas station at 504 Whipple Avenue.

In order to meet the American Disability Act (ADA) requirements for proper sidewalk width and obstacle clearance, approximately 239 square feet of private land at the corner of Whipple Avenue and Veterans Boulevard must be dedicated to the City as a public service easement. BP West Coast Produces LLC has agreed to dedicate the easement for sidewalk construction and obstacle relocation.

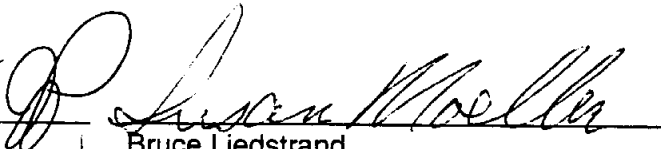
BP West Coast Products LLC has submitted the deed and legal description for the public service easement, prepared by Slooten Consulting Inc. Staff recommends the acceptance of the deed by City Council.

**Fiscal Impacts**

There are no fiscal impacts to the City by this action



Phong Du  
Senior Civil Engineer



Bruce Liedstrand  
Community Development Services Director



Ed Everett  
City Manager

PDU:ss

s/library/reports/phongAcceptance\_Grant of Pub Svc\_ARCO

7.1-E2

RECORDING REQUESTED BY,  
AND WHEN RECORDED, RETURN TO:

City of Redwood City  
Department of Community Development  
Engineering Division  
P. O. Box 391  
Redwood City, California 94064

No documentary transfer tax due.  
Governmental entity is acquiring title.  
Tax exempt effective November 10, 1969.

**NONEXCLUSIVE PUBLIC SERVICE EASEMENT DEED**

BP WEST COAST PRODUCTS LLC, a Delaware limited liability company ("Grantor"), grants to THE CITY OF REDWOOD CITY, a municipal corporation ("Grantee"), a nonexclusive perpetual easement (the "Easement") for purposes of installation, maintenance, replacement, and repair of public street improvements and public service facilities in, on, over, under, along, and across the real property in the City of Redwood City, County of San Mateo, State of California, as described on the attached Exhibit "A" and depicted on the attached Exhibit "B" (the "Easement Area"). The Easement includes (i) the right to excavate, construct, install, operate, repair, maintain, and replace public improvements and facilities and appurtenances to those improvements and facilities and (ii) the right of ingress and egress over the adjoining land of Grantor that is constructed and used for pedestrian and vehicular ingress and egress.

Existing Encumbrances. The Easement is subject to all liens, encumbrances, restrictions, and other matters of record.

Noninterference. In exercising its Easement rights under this Nonexclusive Public Service Easement Deed (this "Deed"), Grantee shall not disturb or damage Grantor's property or interfere with the operation of the business on Grantor's property. Grantee shall not close down more than one half of any one of Grantor's driveways at any one time.

Grantee's Assumption of Risk. Grantee's exercise of any rights regarding the Easement will be at its sole risk. Grantor will not be liable or responsible for the personal injury or death of any person, or damage to property of any person, including that of Grantee or any of its employees, guests, or invitees, as a result of the Grantee's exercise of any rights regarding the Easement or Grantee's use of the Easement Area.

Successors and Assigns. Each party's rights and obligations under this Deed bind and benefit its tenants, successors and assigns. But Grantee shall not assign or otherwise transfer its interest under this Deed without Grantor's prior written consent, which Grantor may withhold in its sole discretion. An assignment or other transfer by Grantee without Grantor's prior written consent will be void.

Runs with Land. The Easement and the rights and obligations created in this Deed will begin upon the date of recording this Deed and will run with the land.

REFERENCE: R- \_\_\_\_\_

BP WEST COAST PRODUCTS LLC,  
a Delaware limited liability company

By: W. Fillmore Wood, Jr.  
W. Fillmore Wood, Jr.  
Vice President

Attest: Mai Ly Marsh  
Mai Ly Marsh  
Assistant Secretary

A.P.N. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date: September 16, 2003

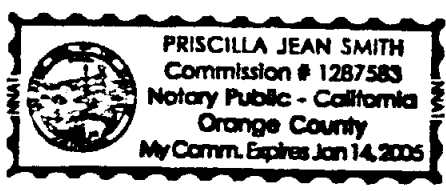
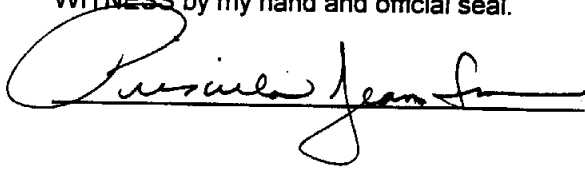
V5

NOTARY PUBLIC CERTIFICATE

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On September, 17 2003 before me, the undersigned, a notary public in and for said state, personally appeared W. Fillmore Wood, Jr. and Mai L. Marsh, and personally known to me (~~or 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 instruments.

WITNESS by my hand and official seal.



NO TAX DUE

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed herein is hereby accepted by order of the Council of the City of Redwood City pursuant to Council Resolution/Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 2003, and grantee consents to recordation thereof by its duly authorized officer.

CITY OF REDWOOD CITY,  
a municipal corporation  
of the State of California

By: \_\_\_\_\_

Dated: \_\_\_\_\_

7.1-E4

**CERTIFICATE**

I, Mai Ly Marsh, Assistant Secretary of BP WEST COAST PRODUCTS LLC, a Delaware limited liability company, does hereby certify that the following is a true copy of a resolution duly adopted by consent action of the Board of Directors of the company on September 26, 2001, and that said resolution is valid and binding and has not been amended, modified or rescinded and is in full force and effect on the date hereof:

RESOLVED, that the Chairman, President, any Vice President, Assistant Vice President, and the Treasurer of the Company be, and each of them hereby is, severally authorized and empowered in the name and on behalf of the Company to make, execute, authenticate, acknowledge and deliver any contract, agreement, release, assignment, lease, conveyance, deed, transfer of real or personal property, proxy, power of attorney with full and general or limited authority, with power of substitution, or any other instrument similar or dissimilar to the preceding, which he or she may deem necessary or proper in connection with the business of the Company, without further act or resolution of this Board, and the Secretary or any Assistant Secretary be, and each of them hereby is, severally authorized and empowered to affix the corporate seal to any such papers or documents and to attest the same in cases where such action is necessary or appropriate.

I further certify that the foregoing resolution is still in full force and effect and has not been amended or rescinded.

WITNESS my hand and the seal of this Company this 17th day of September, 2003.



\_\_\_\_\_  
Mai Ly Marsh  
Assistant Secretary

EXHIBIT "A"

LEGAL DESCRIPTION OF PUBLIC SERVICE EASEMENT

ALL THAT PROPERTY SITUATE IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:


A PORTION OF THAT REAL PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED FEBRUARY 25, 2003 AS DOCUMENT # 2003-048829 IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

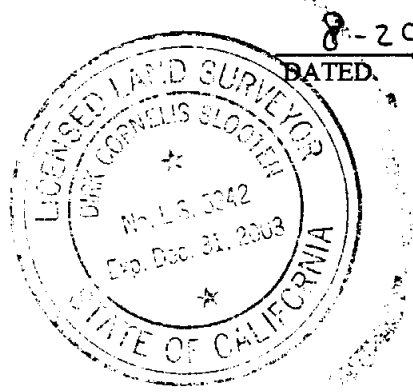
BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF WHIPPLE AVENUE (80 FEET WIDE), DISTANT SOUTH 47° 24' 06" WEST, 150.00 FEET FROM THE MOST EASTERLY CORNER OF THAT 1.993 ACRE TRACT OF LAND DESIGNATED AS PARCEL 3 IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 21, 1950, IN BOOK 1996, AT PAGE 609, OFFICIAL RECORDS OF SAN MATEO COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 47° 24' 06" EAST, 125.20 FEET TO A POINT ON A TANGENT 25 FOOT RADIUS CURVE; THENCE ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 25 FEET, THROUGH AN ANGLE OF 89° 32' 30" AN ARC LENGTH OF 39.07 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 3; THENCE SOUTH 02°37'51" WEST, 34.50 FEET; THENCE SOUTH 47°24'06" WEST, 125.70 FEET; THENCE SOUTH 42°35'54" EAST, 0.50 FEET TO THE POINT OF BEGINNING

CONTAINING 239 SQUARE FEET, MORE OR LESS.

A PLAT SHOWING THE ABOVE DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "B".

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

  
DIRK C. SLOOTEN P.L.S. 5342  
LICENSE EXPIRES: 12-31-2003



8-29-03  
DATED.

SLOOTEN CONSULTING, INC.  
4740 NORTHGATE BLVD. SUITE #125  
SACRAMENTO, CA 95834  
(916) 641-7570

7.1-E6

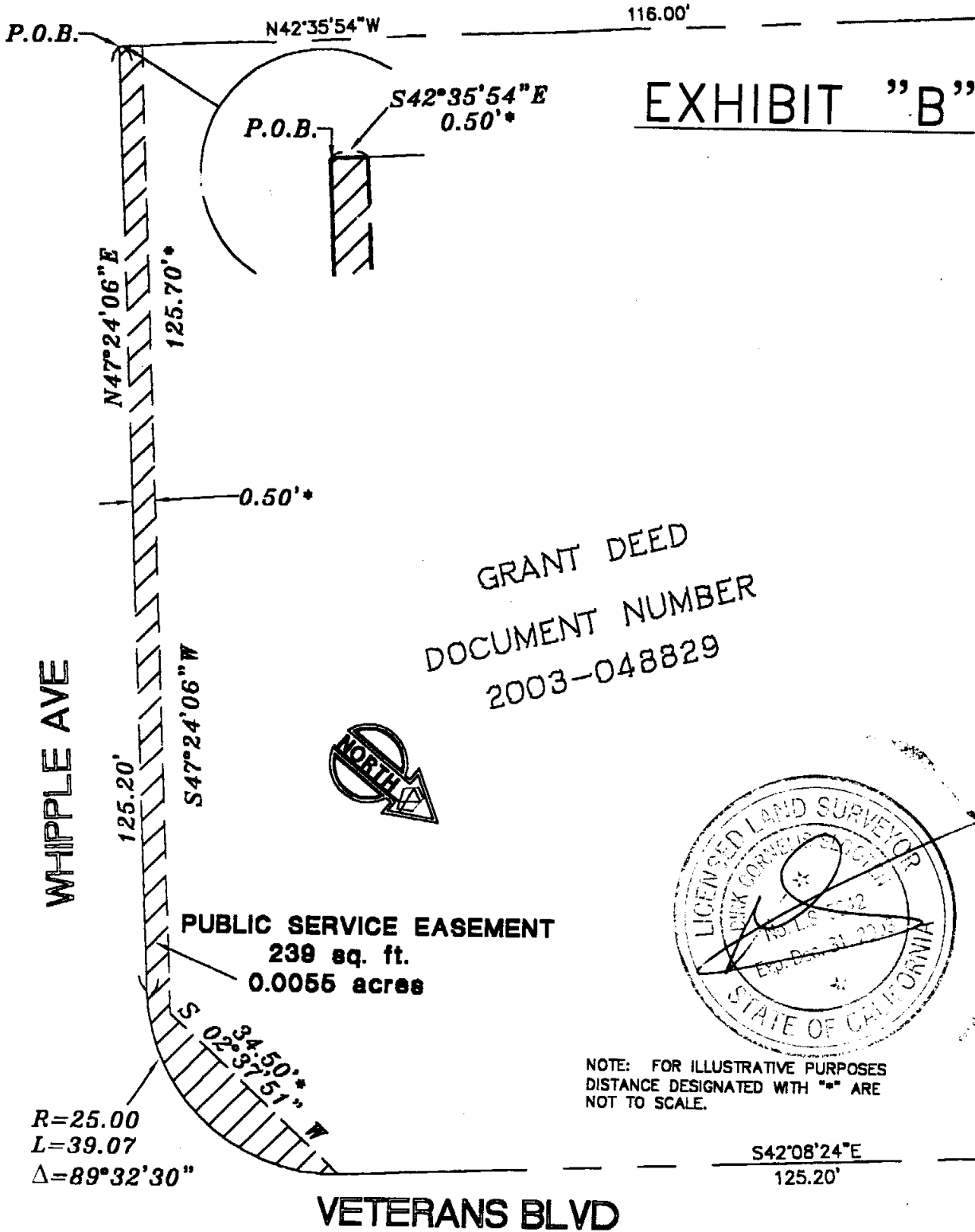
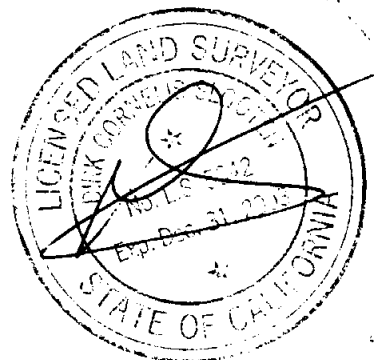


EXHIBIT "B"

GRANT DEED  
DOCUMENT NUMBER  
2003-048829



NOTE: FOR ILLUSTRATIVE PURPOSES  
DISTANCE DESIGNATED WITH "\*" ARE  
NOT TO SCALE.

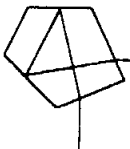
R=25.00  
L=39.07  
Δ=89°32'30"

S42°08'24"E  
125.20'

### PUBLIC SERVICE EASEMENT PLAT

REDWOOD CITY ARCO NO. 00642 SAN MATEO COUNTY CALIFORNIA

DATE: 6-17-03
SCALE: 1"=20'
DRAWN BY: HL
JOB NO: 7050
REVISIONS:
PAGE 1 OF 1
FILE: 7050EASE



**SLOOTEN CONSULTING INC.**  
SURVEYING & ENGINEERING

4740 NORTHGATE BLVD., SUITE 125 (916)641-7570  
SACRAMENTO, CA 95834 (FAX)641-7572

ARCO NO. 00642

Project: 7050-01  
Parcel Map Check

Fri August 29 07:54:40 2003

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Parcel name: PSE

North: 1141.2758                      East : -14135.2632  
Line Course: N 47-24-06 E Length: 125.20  
    North: 1226.0180                      East : -14043.1014  
Curve Length: 39.07                      Radius: 25.00  
    Delta: 89-32-30                      Tangent: 24.80  
    Chord: 35.21                      Course: N 02-37-51 E  
    Course In: N 42-35-54 W              Course Out: N 47-51-36 E  
    RP North: 1244.4209                      East : -14060.0227  
    End North: 1261.1946                      East : -14041.4851  
Line Course: S 02-37-51 W Length: 34.50  
    North: 1226.7309                      East : -14043.0686  
Line Course: S 47-24-06 W Length: 125.70  
    North: 1141.6503                      East : -14135.5985  
Line Course: S 42-35-54 E Length: 0.50  
    North: 1141.2822                      East : -14135.2601

Perimeter: 324.98    Area: 239 sq. ft. 0.0055 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0071                      Course: N 26-00-11 E  
    Error North: 0.00641                      East : 0.00313  
Precision 1: 45,770.42

