



## STAFF REPORT

### City Council

**Meeting Date:**

**10/13/2026**

**Staff Report Number:**

**26-166-CC**

### Consent Calendar:

**Authorize the city manager to execute a license agreement with the West Bay Sanitary District and consider and adopt a resolution approving a grant of utility easement to Pacific Gas & Electric for West Bay Sanitary District's Bayfront Recycled Water Facility, and determine these actions categorically exempt under California Environmental Quality Act Guidelines Section 15305 Class 5 exemption for minor alteration in land use limitations**

## Recommendation

Staff recommends that the City Council:

1. Authorize the city manager to execute a license agreement (Attachment A) with West Bay Sanitary District (WBSD) for the installation of pipelines in connection with WBSD's Bayfront Recycled Water Facility (Facility) located at 1700 Marsh Rd. within Bedwell Bayfront Park;
2. Adopt a resolution (Attachment B) to grant a utility easement to Pacific Gas & Electric (PG&E) for the installation of electrical utilities to serve WBSD's Facility and authorize the city manager to issue interpretations and execute minor amendments to the easement on behalf of the City, provided such actions do not materially modify the terms of the easement as presented or obligate additional City funds; and
3. Determine these actions categorically exempt under California Environment Quality Act (CEQA) Guidelines Section 15305, Class 5 exemption for minor alterations in land use limitations.

## Policy Issues

Improvements within City property that are constructed, operated, maintained, repaired and owned by entities other than the City require the conveyance of property rights. City Council approval is required to grant licenses and easements on property owned by the City.

## Background

WBSD provides wastewater collection services to the city, as well as to the Towns of Portola Valley, Atherton, Woodside, sections of the City of East Palo Alto, and sections of unincorporated areas of Santa Clara and San Mateo counties. The wastewater collected from most of these areas flows to the Menlo Park Pump Station, located on Marsh Road near the entrance of Bedwell Bayfront Park, and is pumped to the wastewater treatment facility in Redwood City. Both the Menlo Park Pump Station and the wastewater

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treatment facility in Redwood City are operated by Silicon Valley Clean Water (SVCW). A substantial portion of the wastewater treated at the SVCW facility is discharged to San Francisco Bay, while the remainder is treated to recycled water standards and sold to Redwood City customers for non-potable uses.

In February 2019, WBSD completed the Bayfront Recycled Water Facilities Plan. The report performed market assessments, studied recycled water treatment requirements, evaluated potential project alternatives, and identified a recommended project for treatment of wastewater to recycled water at WBSD's 20-acre parcel located at 1700 Marsh Rd. at the rear of Bedwell Bayfront Park.

In October 2019, the City Council received and filed WBSD's Bayfront Recycled Water Facilities Plan and delegated authority to the city manager to negotiate an agreement with WBSD for recycled water purveyorship in the Menlo Park Municipal Water (MPMW) service area. The recommended terms of the agreement outlined the following:

- WBSD would be the recycled water purveyor for the Bayfront area and charge connection fees, meter fees, and usage fees to each individual customer. WBSD would be responsible for billing and collection from customers.
- WBSD would be responsible for maintaining the transmission lines, service lines, and meters to customers throughout the MPMW service area.

Between December 2020 and May 2021, WBSD published a draft Environmental Impact Report (EIR), received public comments, responded to comments, and certified the final EIR. The EIR evaluated a project consisting of two primary elements. The first element, the Flow Equalization and Resource Recovery Facility (FERRF) levee improvements project, proposed improved levees around the entire 20-acre WBSD parcel to protect the site against San Mateo County's 50-year sea level rise projections and remove the interior portions of the site from the Federal Emergency Management Agency (FEMA) 100-year floodplain. The flood protection measures proposed installation of fill, sheet piles and the construction of a horizontal levee. The second element proposed building a recycled water treatment facility on the site to serve the Bayfront area of the City.

The Bayfront Recycled Water Facility proposed various off-site improvements including:

- Wastewater influent pump station located near SVCW's existing Menlo Park Pump Station near the intersection of Marsh Road and Bayfront Expressway; and
- Wastewater influent and recycled water distribution pipelines located within the city-owned Bedwell Bayfront Park parcel, particularly along the roadway connecting Marsh Road to the Bayfront Recycled Water Facility; and
- Recycled water distribution pipelines constructed within the public rights-of-way along Bayfront Expressway, Constitution Drive, Chilco Street and Hamilton Avenue.

In December 2022, City Council authorized the final agreement between the City and WBSD for purveyorship of recycled water within the MPMW service area (Attachment C). Since 2022, construction of the FERRF levee improvements and the Facility have been ongoing.

In April 2023, the City and WBSD recorded an encroachment maintenance agreement for construction and maintenance of portions of the FERRF levee flood improvements located within the City-owned

Bedwell Bayfront Park parcel. In April 2026, the City approved an encroachment permit for the installation of a small-diameter bored tunnel between Bedwell Bayfront Park and Constitution Drive for the installation of casing and pipeline, which will ultimately connect WBSD's Facility with the Bayfront area of the City.

## **Analysis**

As part of the construction of the Facility, WBSD requires rights from the City for the required utilities.

### License agreement

WBSD uses an access road called Marsh Road within Bedwell Bayfront Park's western boundary (Attachment D) to access its Facility at 1700 Marsh Road. WBSD's right to use Marsh Road for ingress and egress to the Facility is described in, among other recorded instruments, the Grant of Easement from Leslie Salt Co. to the Menlo Park Sanitary District recorded in Volume 1878, Pages 673-681 of the Official Records of San Mateo County ("Official Records") June 16, 1950 and the Grant of Road Easement from Leslie Salt Co. to the Menlo Park Sanitary District recorded in Book 5590, Page 683-685 of the Official Records Jan. 29, 1969. The easements do not give WBSD the authority to install any additional pipelines in Bedwell Bayfront Park.

Earlier this year, WBSD sought an encroachment permit from the City for the purposes of installing 6", 10", and 12" diameter pipelines required for the transfer of sanitary sewer effluent, recycled water, and process discharge, as well as a 2" fiber optic conduit in connection with the Facility. The pipelines would be constructed in the access road from the entrance to Bedwell Bayfront Park to the Facility. As Bedwell Bayfront Park is City-owned property and not public right-of-way, the City determined that WBSD needs an easement for the installation of the pipelines within Bedwell Bayfront Park.

To support WBSD in maintaining its timeline for the construction of the Facility, staff began developing a license agreement for the installation of the pipelines, pending the negotiation with the City of a permanent easement. The license agreement grants West Bay the right to install the pipelines in the access road and states that the City and WBSD would continue to negotiate a permanent non-exclusive easement that would supplant the license agreement once the pipelines are constructed. The terms of the license agreement require that WBSD restore the access road after the work is completed and clarifies future maintenance responsibilities between the City and WBSD pertaining to the access road pavement conditions.

The license agreement also includes language acknowledging that Bedwell Bayfront Park and WBSD's Facility are located in an area that is vulnerable to sea level rise and that the agencies agree that flood control and sea level rise protection are critical to their long-term viability. Future improvements to protect the area from flooding may require the raising of the access road and the building of levees. Through the license agreement, the agencies agree to evaluate future sea level rise protection measures and to cost-share in the design and construction of the improvements in amounts to be determined in the future.

Meantime, Sept. 24, 2026, WBSD provided the City notice that it intends to hold a public hearing during which it will consider whether to adopt a resolution of necessity authorizing WBSD to file an eminent domain action to condemn the easement for the pipelines and fiber optic conduit described above. The resolution of necessity hearing is currently scheduled for Oct. 14, at 7 p.m. If WBSD and the City are able

to finalize a license agreement prior to that meeting, the hearing will likely be vacated.

### PG&E easement

During construction of the Facility, new utility conduits for electric and communication conductors were installed in a portion of the City-owned Bedwell Bayfront Park parcel to service the Facility, which is nearing completion. The utilities will be owned by PG&E, which requires an easement for their utilities crossing the City-owned parcel.

Easements are not required when utility lines are installed within street right-of-way. However, when utility lines cross through private property or property owned by other public agencies, the property owner must grant an easement to the utility company to allow it to maintain and operate its facilities. The Bedwell Bayfront Park property, across which a portion of the PG&E utility lines will cross, is owned by the City; therefore, the City must grant PG&E an easement for the electric and communication lines on the site.

City staff continue to coordinate directly with PG&E regarding the necessary easement documents. While the plat and legal description are final and have been approved by staff, there continues to be ongoing discussion regarding minor language revisions to the draft easement deed. The minor language revisions will not materially modify the terms of the easement deed or obligate additional City funds.

### **Impact on City Resources**

The development of the license agreement has required staff time and the assistance of the city attorney. These costs have been absorbed through the public works operating budget.

The fee for staff time to coordinate the PG&E easement, including plat and legal description review, easement deed review, and staff report preparation will be recovered according to the standard fee for easement dedication as outlined in the adopted Master Fee Schedule. Fee will be collected prior to recording of the easement deed.

### **Environmental Review**

The proposed grant of utility easement is Categorically Exempt under Sections 15305, Class 5, minor alterations in land use, of the current State of CEQA Guidelines.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **Attachments**

- A. License agreement
- B. Resolution
- C. Hyperlink – Dec. 6, 2022, Staff Report #22-237-CC:  
[www.menlopark.gov/files/sharedassets/public/v/5/agendas-and-minutes/city-council/2022-](http://www.menlopark.gov/files/sharedassets/public/v/5/agendas-and-minutes/city-council/2022-)

[meetings/agendas/20221206-cc-agenda-packet-with-presentation.pdf#page=71](#)

D. Location of WBSD Facility at Bedwell Bayfront Park

Report prepared by:

Eric Hinkley, Associate Engineer

Report reviewed by:

Azalea Mitch, Public Works Director

LICENSE AGREEMENT  
BETWEEN  
CITY OF MENLO PARK AND WEST BAY SANITARY DISTRICT

THIS LICENSE AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (“**Effective Date**”) by and between the City of Menlo Park, a municipal corporation (“**City**” or “**Licensor**”) and West Bay Sanitary District (“**West Bay**” or “**Licensee**”). Licensor and Licensee may also be identified individually as “**Party**” or collectively as the “**Parties**.”

**I. RECITALS**

A. City owns Bedwell Bayfront Park (the “**Park**”), located at 1600 Marsh Road, Menlo Park, California, 94025.

B. West Bay utilizes an access road referred to as Marsh Road within the Park’s western boundary to access its real property at 1700 Marsh Road, Menlo Park.

C. West Bay desires to install 6”, 10”, and 12” HDPE pipelines for the transfer of sanitary sewer effluent, recycled water, and process discharge, as well as a 2” fiber optic conduit along that certain real property depicted in Exhibit A (the “**License Area**”) as part of with West Bay’s Bayfront/FERRF Recycled Water Project (the “**Project**”).

D. In order to maintain the Project’s critical timeline, West Bay has requested a license to construct the Project in the License Area pending the Parties’ negotiation of a permanent easement (the “**Easement**”) in the License Area for the Project.

E. City agrees to grant West Bay the requested license to construct the Project within the License Area subject to the terms and conditions contained in this Agreement.

F. The Park and the Project are located in an area that is vulnerable to sea level rise and West Bay and the City acknowledge and agree that flood control and sea level rise protection are critical to the long-term viability of the Park and the Project.

NOW, THEREFORE, incorporating the above-stated Recitals, in consideration of the conditions herein contained, and for other good and valuable consideration, City and West Bay agree as follows:

**II. AGREEMENT**

**1. LICENSE AREA.**

- a. City grants Licensee a non-exclusive license to construct and install one 6 inch, one 10 inch, and one 12 inch HDPE pipeline for the transfer of sanitary sewer effluent, recycled water, and process discharge, and one 2 inch fiber optic conduit, in the locations and manner depicted in the plans and specifications for the Project, which are attached hereto as Exhibit A (the “**Plans**”), together with the right to use the

License Area for construction purposes and for ingress and egress to Licensee's property at 1700 Marsh Road ("**License**").

- b. The License is for the sole purpose of constructing the Project in substantial conformance with the Plans, and to provide Licensee a route of ingress and egress to 1700 Marsh Road.
  - c. Licensee does not hold any ownership or vested property interest in the License Area by virtue of this License. The Parties intend to continue good faith negotiations to supplant this License with a permanent non-exclusive easement over the License Area.
2. **TERM.** This License shall commence on the Effective Date and shall automatically expire five (5) years from the Effective Date or on the recordation of the Easement, whichever is sooner.
3. **TERMINATION.** Either Party may terminate this Agreement by providing written notification to the other Party, at least 180 days in advance of the effective date of termination. Upon the expiration or earlier termination of this Agreement, Licensee shall have no further right, title, license, or interest of any kind in or to the License Area provided, however, that Licensee reserves the right to seek acquisition of a permanent, non-exclusive easement upon payment of just compensation therefor to Licensor, including but not limited to under the power of eminent domain should Licensor preemptively terminate this License prior to expiration of the above-referenced term, or should the Parties fail to reach agreement on the terms and conditions of the Easement. Within 180 days following such expiration or termination, or such other period as Licensor may approve in writing, Licensee shall, at its sole cost and expense, remove all Project improvements installed or placed by or on behalf of Licensee within the License Area, and restore the License Area to substantially the same condition existing prior to Licensee's use.
4. **FUTURE MEASURES.** Future flood control and sea level rise protection measures will be required to maintain the road used to access the Park and West Bay's real property at 1700 Marsh Road. Future improvements may require the raising of the access road and the building of levees. Licensee shall cooperate with the City on the planning and design of the flood control and sea level rise improvements to the License Area. Licensee shall contribute to the costs of the planning and design and commit to the cost sharing of the construction once the design is finalized and funding has been secured by the City for the work in amounts to be determined. Provided, however, that nothing contained herein shall be construed to legally obligate the City to take any action or to assume any cost to (a) increase the height any access road or levee; or (b) protect any of City's or Licensee's property or facilities from the impacts of rising sea levels.
7. **ADDITIONAL CONDITIONS.**
- a. Licensee acknowledges its obligations, pursuant to, among other recorded instruments, the Grant of Easement from Leslie Salt Co. to the Menlo Park Sanitary District recorded in Volume 1878, Pages 673-681 of the Official Records of San

Mateo County ("Official Records") on June 16, 1950 and the Grant of Road Easement from Leslie Salt Co. to the Menlo Park Sanitary District recorded in Book 5590, Page 683-685 of the Official Records on January 29, 1969, to among other things, maintain the levee on which Licensee's right of way passes. Licensee also agrees to the following during the term of his Agreement:

- (i) Maintain at all times the existing levee that occupies that certain real property described and depicted in Exhibit B, at an elevation of at least 7.5 feet above mean sea level.
  - (ii) After the Project is completed, to maintain the segment of Marsh Road between Highway 84 and Licensee's facility at 1700 Marsh Road in a good, safe, and passable condition for vehicle and pedestrian ingress and egress at all times. Maintenance shall include, but not be limited to, routine grading, pothole repair, asphalt patching, and attention to grading to prevent subgrade base failure and erosion. Pursuant to Civil Code section 845, the costs and expenses of maintaining, repairing, and rebuilding such roadway shall be borne by the City and Licensee, with the City bearing 33% of the cost and Licensee bearing 67% of the cost. Provided, however, that should Licensee fail to maintain the levee and street surface located thereon, the City shall have the right to complete such maintenance and to bill Licensee for its proportionate cost, as provided herein. Nothing contained in this Section 5(a)(ii) shall be deemed to relieve West Bay of its obligation to maintain the existing levee at an elevation of at least 7.5 feet above mean sea level.
- b. Licensee's failure to use and maintain the License Area in conformance with this Agreement shall constitute a default under this Agreement and may result in termination of the Agreement.
- c. This Agreement, regardless of when dated, shall not be in effect until the West Bay has obtained all licenses and other permits required by law for construction and implementation of the Project.
- d. This Agreement is declared null and void if work has not commenced six (6) months after the Effective Date.
- e. Traffic control plans are required for work that will block public access within the Park. Plan shall include re-routing of vehicles, bicycles and pedestrians.
- f. Utility trench restoration by the Licensee shall be performed in accordance with applicable City standards and requirements. The Licensee shall be responsible, at its sole cost and expense, for the maintenance, repair, replacement, and restoration of its facilities within the License Area. Any trenching, excavation, backfill,

pavement restoration, or other surface restoration associated with the installation, maintenance, repair, replacement, relocation, or removal of the Licensee's facilities shall comply with all applicable City standards and requirements. If, at any time, the Licensee's facilities within the License Area conflict with a City project, public improvement, or other City-required work, the Licensee shall, at its sole cost and expense, remove, relocate, modify, or adjust such facilities as necessary to eliminate the conflict, at no cost to the City. After the pipelines have been installed and West Bay's improvements to the facility located at 1700 Marsh Road have been substantially completed, Licensee shall resurface Marsh Road in its entire width from the Park entrance at Marsh Road and State Route 84 to West Bay's real property at 1700 Marsh Road.

- g. Any damages to existing facilities and improvements above ground or below ground, shall be promptly repaired or replaced at the Licensee's expense, and any City claims for damage to City property must be promptly paid.
- h. Licensee is responsible for determining exact locations or depths of existing utilities or other facilities. Call Underground Service Alert (USA) at 1-800-227-2600 a minimum of 48 hours prior to performing work.
- i. Licensee shall obtain and maintain in full force and effect liability insurance coverage as more specifically set forth in Exhibit C, attached hereto and incorporated herein by this reference.
- j. All work shall comply with the City and Caltrans Standards, including traffic control.
- k. Street Opening, Sidewalk, Curb and Gutter, and Driveway Permits. Licensee shall notify the Public Works Inspector at least 24 hours prior to: beginning work, inspection requests, or concrete placement. The number and type of inspections required, and any tests that may be required will be as directed by the Public Works Inspector. The Public Works Inspector may be contacted by calling (650) 330-6740.
- l. All trench plates used in the License Area must have a non-skid surface.
- m. Construction activities are restricted to Monday through Friday (City holidays excepted) between the hours of 8:00 AM and 5:00 PM, unless otherwise approved in writing by the Engineering Services Division.
- n. A faithful performance bond or a cash deposit in an amount equal to the estimated cost of the proposed work is required for curb and gutter, driveway, or street opening permits.
- o. This Agreement does not constitute a deed or grant of easement by the City, is not transferable or assignable and is revocable at any time at the will of the City.
- p. This Agreement does not authorize tree trimming or tree removal, except insofar as removal is required for trenching to accommodate the Project.

- q. The traffic control plan as approved by the City must be adhered to at all times. Note that the traffic control plan may have restricted working hours for working in the public right of way, which supersedes the standard encroachment permit working hours.
  - r. This Agreement does not include overnight street parking for any vehicles. A separate parking permit can be obtained from the Police Department.
  - s. All stormwater best management practices (BMPs) must be in place between October 15th and April 15th, or as directed by the City's Public Works Inspector.
  - t. Nothing herein shall be construed to impose on the City any obligation to increase the height of any levees or to protect West Bay's facilities from the effects of sea level rise.
6. **INDEMNIFICATION.** West Bay shall, at all times, maintain the License Area and all equipment in the License Area in good condition and repair, and shall, to the greatest extent allowed by law, indemnify, defend, and hold City harmless from any and all liability arising from West Bay's construction, improvements, work in, and/or use of the License Area. West Bay and/or its contractors, shall, at all times, maintain adequate and appropriate policies of liability insurance or equivalent liability protection, which policies or protection shall be subject to City's review and approval, which approval shall not be unreasonably withheld. If West Bay fails to maintain the License Area in good condition and repair, City shall, after reasonable written notice to West Bay, be entitled to make any necessary corrections to site conditions and to invoice West Bay for the related costs.
7. **PERMANENT EASEMENT.** The Parties understand and agree that nothing herein shall vest West Bay with any right, title, interest or expectation in the City grant of the Easement and the Parties agree that they will continue to negotiate the terms of such Easement in good faith and in part, based on a mutual understanding of West Bay's existing and future maintenance responsibilities regarding the access road and levees.
8. **MISCELLANEOUS.**
- a. This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein.
  - b. If Licensee is comprised of more than one individual or entity, Licensee's obligations and liabilities may be enforced against each of them, personally, jointly, and/or severally.
  - c. Except as City may specify in writing, Licensee shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Licensee

shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

- d. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
- e. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- f. This Agreement may only be amended in writing as agreed to by both Parties.
- g. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- h. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. Electronic signatures and fully executed copies of this Agreement are deemed valid as originals.
- i. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors, and assigns to comply with the provisions of this Agreement.

9. **NOTICES.** If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email and concurrently delivered by: (a) personal delivery, in which case notice is effective upon delivery; (b) overnight courier (i.e., Federal Express) with charges prepaid or charged to the sender's account, in which case notice is effective when delivered; (c) priority U.S. Mail, in which case notice shall be deemed delivered on the fifth business day after the deposit thereof with the U.S. Postal Service. Notices shall be addressed to recipient as follows:

**To CITY:**

Azalea A. Mitch, P.E.  
Public Works Director  
City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025  
Email: aamitch@menlopark.gov

**To LICENSEE:**

Fariborz Heydari, P.E.  
District Engineer  
West Bay Sanitary District  
500 Laurel Street  
Menlo Park, CA 94025  
Email: fheydari@westbaysanitary.org

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first herein written.

LICENSEE:

LICENSOR:

By \_\_\_\_\_

Sergio Ramirez  
General Manager

By \_\_\_\_\_

Justin I. C. Murphy  
City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

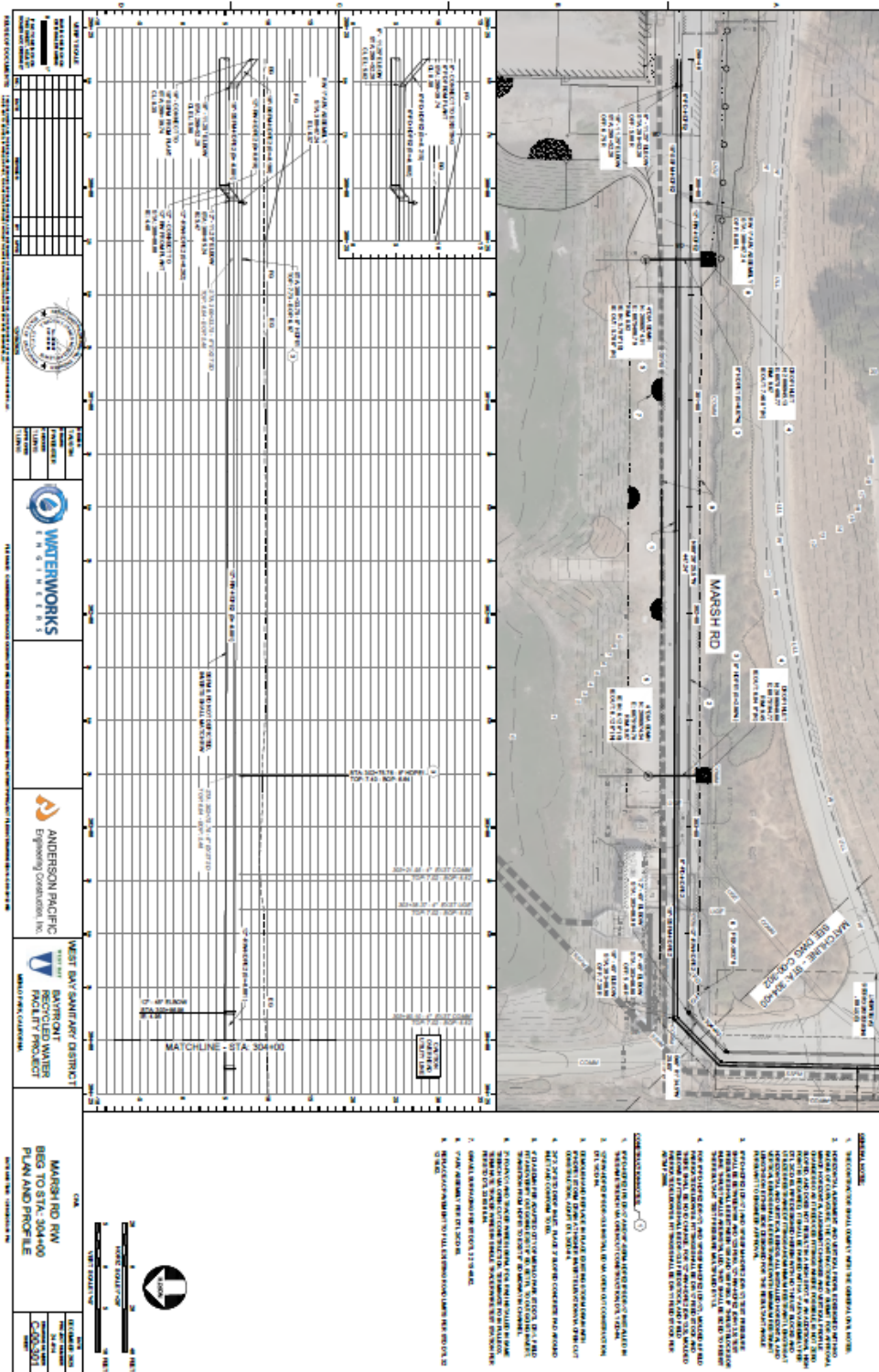
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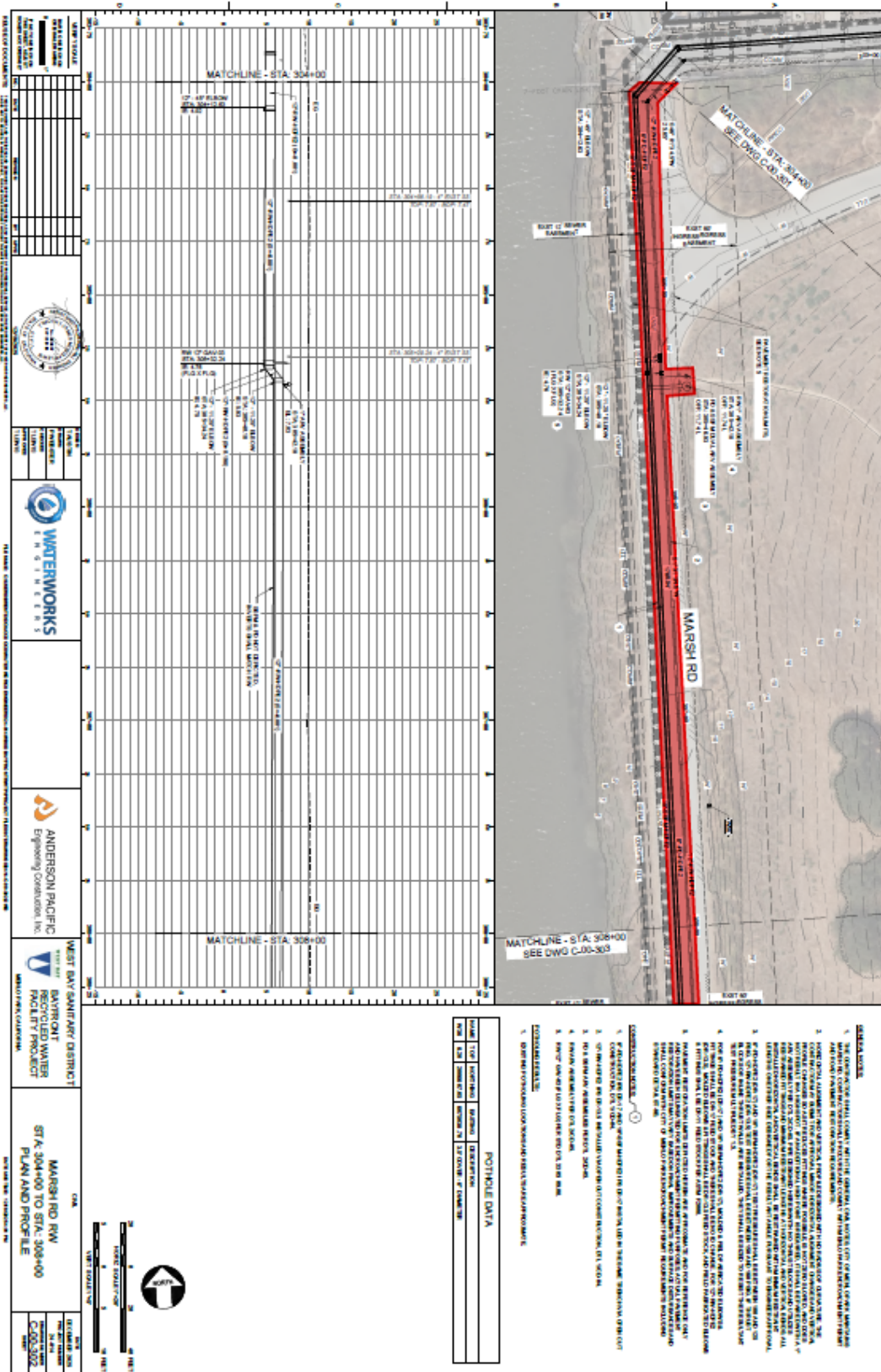
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District General Counsel

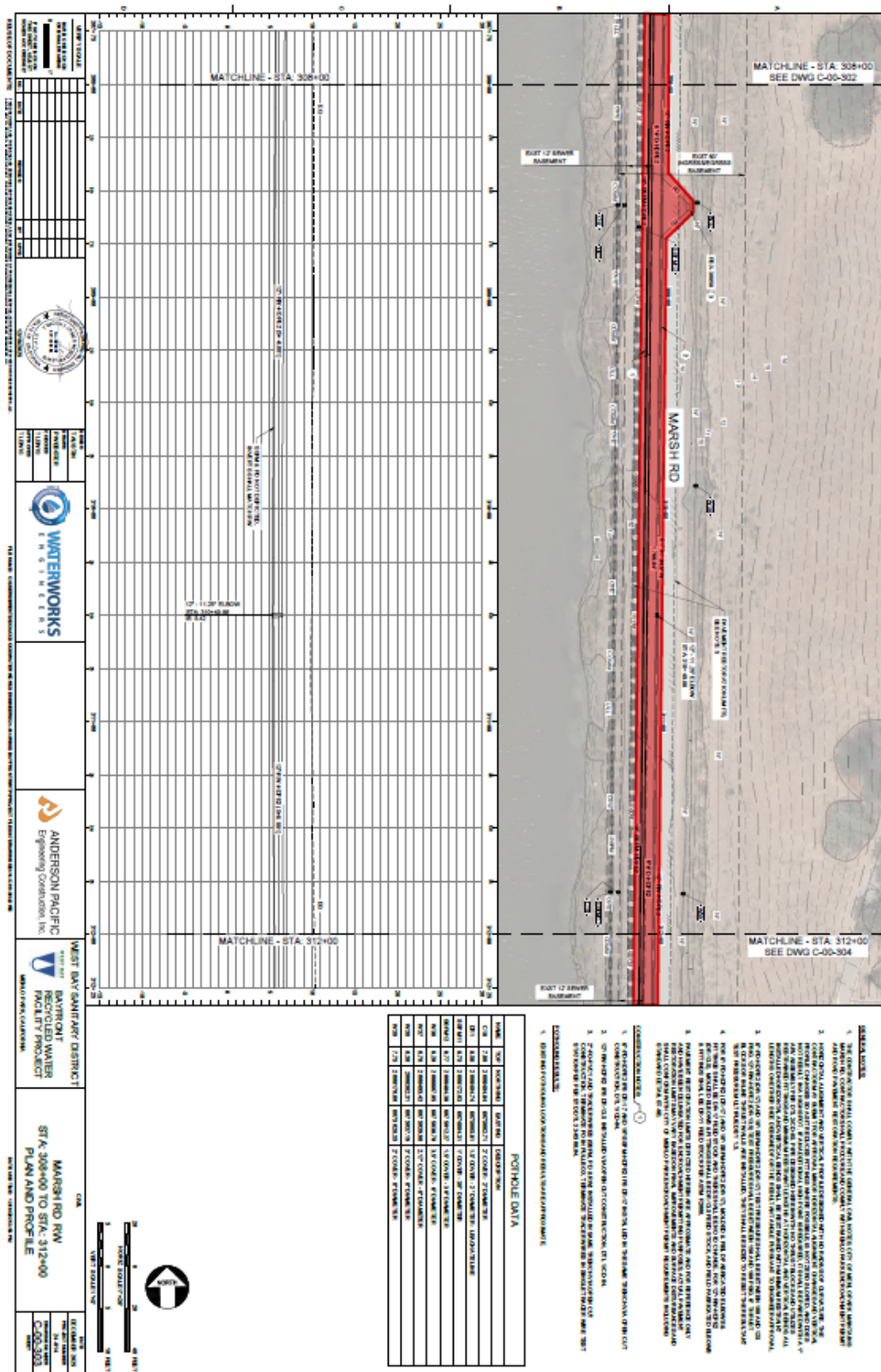
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Nira F. Doherty  
City Attorney

# Exhibit "A"

## LICENSE AREA/PROJECT PLANS

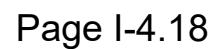














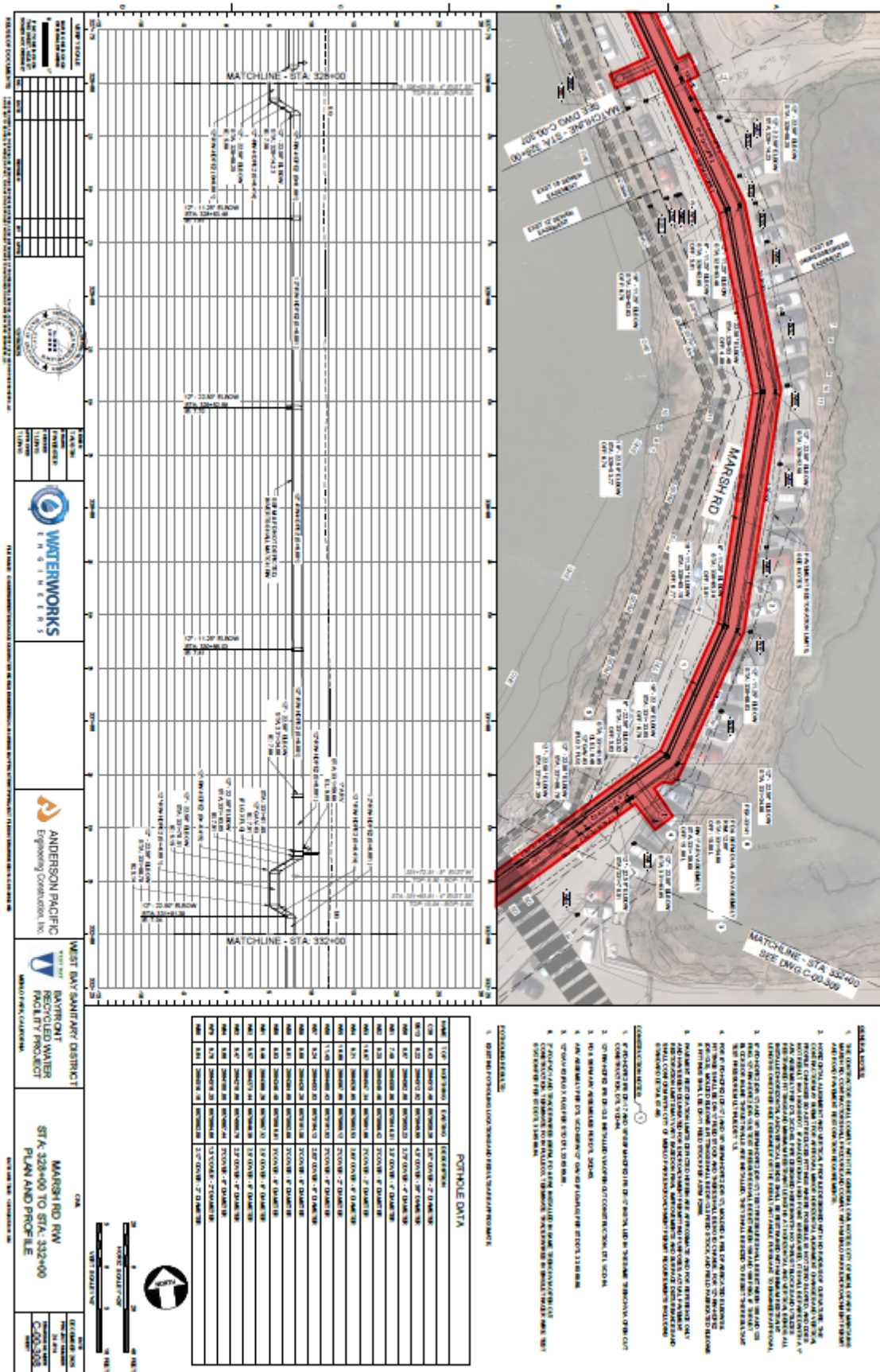








**EXHIBIT “B”**  
**DESCRIPTION OF LEVEE**

## EXHIBIT “C”

### Liability Insurance Coverage

#### **INSURANCE REQUIREMENTS**

As part of the consideration of this Agreement, Contractor agrees to purchase and maintain at its sole cost and expense during the life of the construction of the Project, and for five (5) years thereafter, insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- B. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits of no less than Five Million Dollars (\$5,000,000) per accident for bodily injury and property damage.
- C. **Workers’ Compensation**: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers’ Compensation or to undertake self-insurance. Statutory Workers’ Compensation and Employers’ Liability of at least \$1,000,000 shall cover all Contractor’s staff while performing any work incidental to the performance of this agreement.  
  
Contractor is required to be insured for coverage for benefits under the United States Longshoremen’s and Harbor Workers’ Compensation Act, and/or the Jones Act, for any work on, over, or near any navigable waters.
- D. **Contractor’s Pollution Legal Liability**: Contractor’s Pollution Legal Liability with limits no less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) policy aggregate.
- E. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- F. **Professional Liability**: Professional Liability (Errors and Omission) Insurance appropriate to the Consultant’s profession, with limit no less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all services rendered by the Consultant pursuant to this Agreement.

If the Contractor maintains higher coverage limits than the amounts shown above, then the District requires and shall be entitled to coverage for the higher coverage limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.



# Bedwell Bayfront Park - Levee Alignment



**RESOLUTION NO. XXXX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
GRANTING AN EASEMENT TO PACIFIC GAS AND ELECTRIC COMPANY AT  
1700 MARSH RD. FOR SERVICE TO WEST BAY SANITARY DISTRICT  
BAYFRONT RECYCLED WATER FACILITY**

WHEREAS, February 2019, West Bay Sanitary District (WBSD) developed the Bayfront Recycled Water Facilities Plan, evaluating the feasibility of wastewater treatment for recycled water and identifying a recommended project; and

WHEREAS, October 2019, the City Council authorized the city manager to negotiate an agreement with WBSD to become the purveyor of recycled water within the Menlo Park Municipal Water (MPMW) service area; and

WHEREAS, May 2021, WBSD certified the final Environmental Impact Report evaluating two project elements including the Flow Equalization and Resource Recovery Facility levee improvements and the Bayfront Recycled Water Facility treatment plant and associated pump station and pipelines; and

WHEREAS, December 2022, the City Council approved the final agreement with WBSD to become the purveyor of recycled water within the MPMW's service area; and

WHEREAS, WBSD has been actively constructing the aforementioned improvements, including installation of conduits on City-owned property for Pacific Gas and Electric (PG&E) electric and communication utilities to serve the Bayfront Recycled Water Facility treatment plant; and

WHEREAS, PG&E is the owner of the electric and communication utilities and is requiring an easement for the new services.

WHEREAS, the City wishes to convey an Easement Deed to PG&E for installation of the electric and communication utilities to serve the Bayfront Recycled Water Facility treatment plant.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of Menlo Park hereby finds that the approval of the Easement Agreement is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to (1) CEQA Guidelines section 15301 as the approval of the Easement Agreement will not result in any expansion of the existing easement, and (2) CEQA Guidelines section 15305, Class 5 exemption for minor alterations in land use limitations.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefore do hereby grant an easement to PG&E at 1700 Marsh Road for service to WBSD Bayfront Recycled Water Facility in the form substantially similar to that attached as Exhibit B, and

NOW, THEREFORE BE IT FURTHER RESOLVED, THAT THE City Council hereby authorizes the city manager to execute said Easement Agreement.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the \_\_\_ day of October, 2026, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_\_ day of \_\_\_, 2026.

---

Judi A. Herren, City Clerk

Exhibits:

- A. Plat and legal description
- B. Easement deed

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**FOR PG&E EASEMENT**

That certain real property situated in the City of Menlo Park, County of San Mateo, State of California, being a portion of that parcel of land described in the deed from South County Garbage and Refuse Disposal District to City of Menlo Park recorded in Volume 6433 at Page 480, Official Records of San Mateo County, more particularly as follows:

**COMMENCING** at the southwesterly corner of that parcel entitled "Lands of Menlo Park Sanitary District" as shown on that certain Parcel Map entitled "Parcel Map", filed for record April 18, 1969 in Volume 7 of Parcel Maps at Page 44, San Mateo County Records.

Thence leaving said point South 88°58'22" East, 32.20 feet, to the **TRUE POINT OF BEGINNING**, thence clockwise the following courses and distances:

Leaving said **TRUE POINT OF BEGINNING** South 88°58'22" East for 5.08 feet;

Thence South 11°20'58" West for 168.55 feet;

Thence North 78°39'02" West for 5.00 feet;

Thence North 11°20'58" East for 167.64 feet to the **TRUE POINT OF BEGINNING**.

Containing 841 square feet of land, more or less.

The bearing of North 88°58'22" West, being the southerly boundary line of the Lands of Menlo Park Sanitary District, as shown on the map entitled "Parcel Map", filed for record at the office of the county recorder of the County of San Mateo, on April 18, 1969, in Volume 7 of Parcel Maps at Page 44 was used as the **BASIS OF BEARING** shown hereon.

A plat, entitled EXHIBIT "B" is attached hereto and by this reference made a part hereof.

**END OF DESCRIPTION**

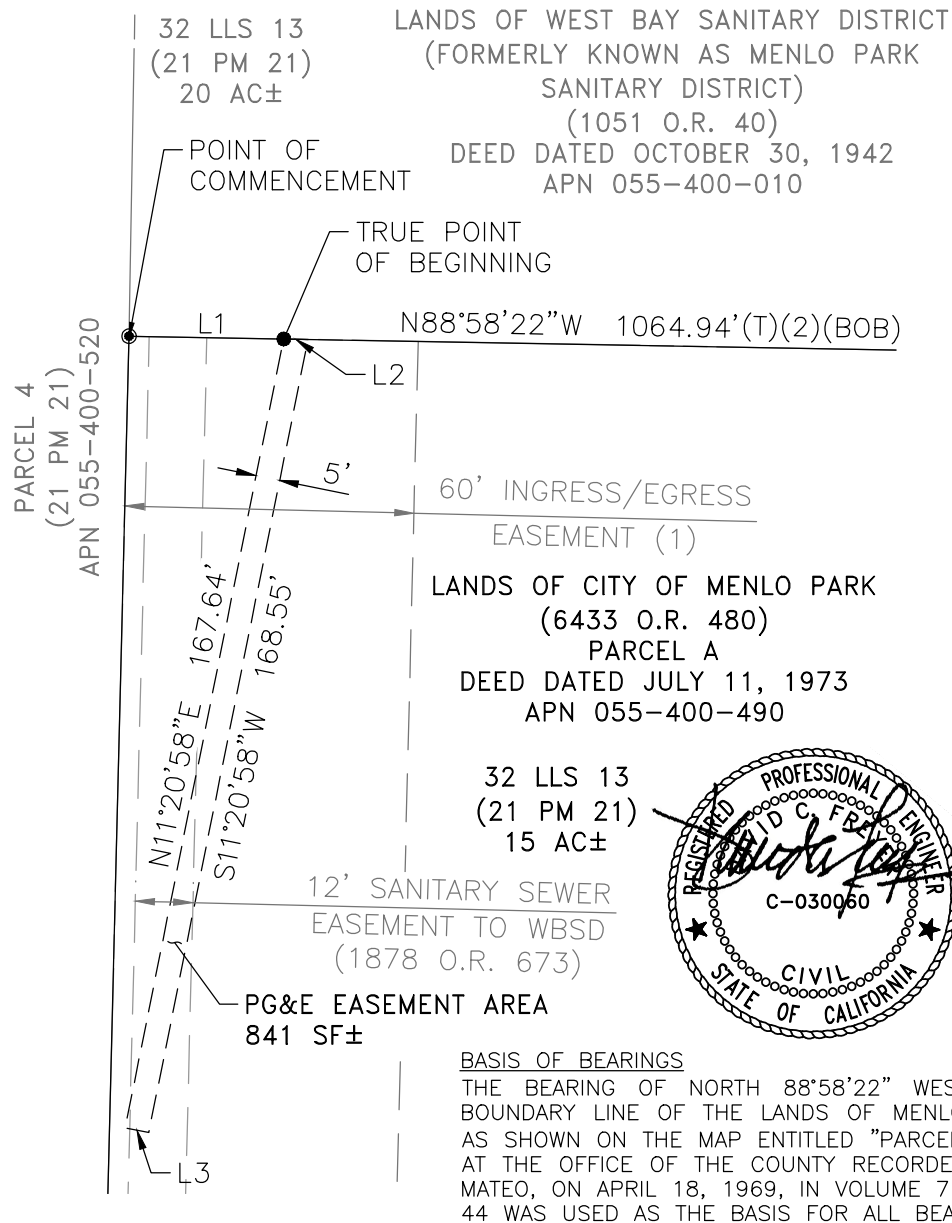
The legal description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature 

Stamp

Date 7/10/2026





| LINE TABLE |             |        |
|------------|-------------|--------|
| NO.        | BEARING     | LENGTH |
| L1         | S88°58'22"E | 32.20' |
| L2         | S88°58'22"E | 5.08'  |
| L3         | N78°39'02"W | 5.00'  |

LEGEND

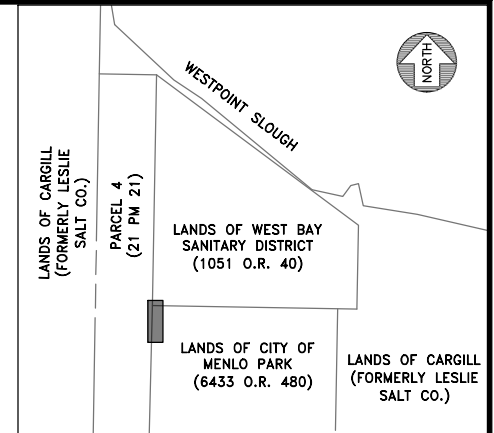
- BOUNDARY PROPERTY LINE  
 ———— ADJACENT PROPERTY LINE  
 - - - - - PG&E EASEMENT LINE  
 ———— EXISTING EASEMENT LINE
- (1) EASEMENT TO WEST BAY SANITARY DISTRICT  
(FORMERLY MENLO PARK SANITARY DISTRICT) (1878  
O.R. 673), SOUTH COUNTY GARBAGE & REFUSE  
DISPOSAL DISTRICT (3919 O.R. 720), SAN MATEO  
SCAVENGER COMPANY (5610 O.R. 492), AND CITY OF  
MENLO PARK (6059 O.R. 561).
- (2) PER PARCEL MAP 7 PM 44.
- (T) TOTAL DISTANCE
- (BOB) BASIS OF BEARINGS
- FOUND 2"x2" STAKE WITH TAG #5597 (7 PM 44)
- TRUE POINT OF BEGINNING

TOWNSHIP 5S  
RANGE 3W  
SECTION 15  
MT. DIABLO MERIDIAN  
NW ¼ OF THE SE ¼  
OF SECTION 15



SCALE

1" = 40'

LOCATION MAP

**FREYER & LAURETA, INC.**

CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS

150 Executive Park Blvd. • San Francisco, CA 94134  
(415)534-7070  
www.freyerlaureta.com

PG&E EASEMENT  
EXHIBIT B  
PLAT TO ACCOMPANY LEGAL DESCRIPTION

Distribution Electric and Gas Easement Version 1.1 (Rev.09/25)

**RECORDING REQUESTED BY AND RETURN TO:**

**PACIFIC GAS AND ELECTRIC COMPANY**  
**300 Lakeside Drive, Suite 210**  
**Oakland, CA 94612**  
**Attn: Land Rights Library**

Location: City/County Uninc Menlo Park

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ 0

☒ This is a conveyance where the consideration and  
 Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens  
 & Encumbrances Remaining at Time of Sale

☐ Exempt from the fee per GC 27388.1 (a) (2); This  
 document is subject to Documentary Transfer Tax

\_\_\_\_\_  
 Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2305-03-11502

EASEMENT DEED

CITY OF MENLO PARK, a municipal corporation,

(“**Grantor**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**Grantee**”), the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size so long as the easement area described herein is not modified or expanded), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area set forth below, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Menlo Park, County of San Mateo, State of California, described as follows:

(APN 055-400-049)

The 15 acre parcel of land designated as “Lands of South County Garbage and Refuse Disposal District” shown upon the Parcel Map filed for record July 10, 1973 in Book 21 at page 21, San Mateo County Records.

The facilities within the easement area are described as follows:

Underground duct banks, conduits, manholes, electrical conductors, wires, and cables; underground and/or aboveground junction boxes, enclosures, transformers with associated pads or vaults; aboveground risers, marker posts, service pedestals, appurtenances, and associated equipment, as Grantee deems reasonably necessary, for the distribution of electric energy and for communication purposes; together with the right to install and maintain protection barriers therefor, all to be located within the strip of land described in the Exhibit “A” and shown upon Exhibit “B” (the “Easement Area”), attached hereto and made part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of Easement Area which now or hereafter in the reasonable opinion of Grantee may materially interfere with or be an actual hazard to the facilities

installed hereunder, or as Grantee deems reasonably necessary to comply with applicable state or federal regulations; provided, however, Grantee shall, upon demand, reimburse Grantor for the reasonable cost of trees Grantee removes.

Grantor also grants to Grantee the right to use, on a temporary basis during the period the following activities are being conducted, such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities, provided that Grantee acknowledges and agrees that West Bay Sanitary Sewer District (WBSD) intends to construct an earthen ramp in connection with a levee system for flood protection that is or will be in the vicinity of the easement area, which earthen ramp will be directly over the easement area and may be up to five (5) feet above the existing grade, and Grantee hereby agrees to that the construction of such earthen ramp by WBSD shall not be in contravention of this grant of easement and is hereby consented to by Grantee.

Grantee shall, at its sole cost, promptly backfill any excavation made by it or repair any damage caused by it within or outside of said easement area and restore said area excavated or damaged to substantially the condition that existed prior to such excavation or damage.

Upon the completion of any construction activities within said easement area, Grantee shall restore the surface, including paving, vegetation and other improvements to substantially the condition that existed prior to such construction.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom; provided that such apportionment and use does not change or enlarge the easement area or otherwise expand the rights granted to Grantee hereunder.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "C", attached hereto and made a part hereof.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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

**Indemnification.** Grantee shall, indemnify, protect, defend and hold harmless Grantor, and its licensees, permittees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), that arise from or occur in whole or in part as a result of the actions during the construction or maintenance of the Easement Area by Grantee or its employees, agents, representatives, contractors, subcontractors, consultants, or invitees, or the performance of, or failure to perform, Grantee's ongoing and perpetual duties under this Agreement, except to the extent caused by any Indemnitee's use of the Property or the active negligence or willful misconduct of any Indemnitee. An Indemnitee invoking the indemnity provided for in this Section must provide Grantee with notice of the claim or event giving rise to the indemnity as soon as practicable.

and make available all relevant information in its possession material to the event or claim, including information with respect to the availability of insurance. If the event involves a claim by any third party, Grantee has the right to assume control of the defense, settlement, adjustment or compromise of that claim with counsel reasonably acceptable to Indemnitees.

Rights of Grantor. Grantor shall retain the right for itself, and its personal representatives, heirs, successors, and assigns all rights accruing from its ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not inconsistent with the terms of this Agreement.

Recordation and Binding on Successors. This Agreement shall be recorded in the Recorder's Office in the County of San Mateo and, upon such recordation, shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Exclusivity. The Easement granted hereunder is non-exclusive and Grantor reserves the right to use and grant other easement rights in and to the Easement Area, subject to the terms of this Agreement, and provided that such easement rights shall not unreasonably interfere with the Easement rights granted hereunder.

Term of Agreement. This Agreement and the Easement contained herein may be terminated upon mutual written consent of the parties.

No Assignment. Grantee may not to assign the Easement or the rights granted to Grantee under this Agreement to any other entity or another government entity.

Attorneys' Fees and Governing Law. This Agreement may be enforced by an action at law or in equity and in the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, the prevailing party in such suit shall be entitled to recover reasonable attorneys' fees from the other party and any judgment or decree rendered in such suit shall include an award therefore. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of California.

Severability. If any provision of this Agreement is determined to be illegal or unenforceable, this determination shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect.

Notices. All notices or demands which either party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with the appropriate postage paid, by personal delivery, by facsimile or by private overnight courier service to the address or facsimile number set forth below for the respective party, or such other address or facsimile number as either party may designate by written notice to the other. All such notices or demands shall be effective as of actual receipt or refusal of delivery. Should any act or notice required hereunder fall due on a weekend or holiday, the time for performance shall be extended to the next business day.

Dated: \_\_\_\_\_, 2026.

I hereby certify that a resolution was adopted on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the

\_\_\_\_\_

authorizing the foregoing grant of easement.

By \_\_\_\_\_

CITY OF MENLO PARK, a municipal  
corporation,

4935-2253-1287 v1

By \_\_\_\_\_

Justin I.C. Murphy, City Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
Nira Doherty, City Attorney

PACIFIC GAS AND ELECTRIC  
COMPANY, a California corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

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

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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: \_\_\_\_\_ (seal)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**FOR PG&E EASEMENT**

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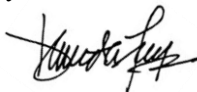
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A plat, entitled EXHIBIT "B" is attached hereto and by this reference made a part hereof.

**END OF DESCRIPTION**

The legal description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature 

Stamp

Date 7/10/2026



J 32

4935-2253-1287 v1 4935-2253-1287 v1 Electric and Gas Easement Version 1.1 (Rev 09/2025)

**Pacific Gas and Electric Company**



***EXHIBIT "C"***

**GRANT OF EASEMENT DISCLOSURE STATEMENT**

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Distribution Electric and Gas Easement Version 1.1 (Rev. 4935-2253-1287 v1

Attach to LD: 2305-03-11502  
Area 1, Peninsula Division  
Land Service Office: San Jose  
Line of Business: Electric Distribution (43)  
Business Doc Type: Easements  
MTRSQ: 23.05.03.15.24  
FERC License Number: N/A  
PG&E Drawing Number: N/A  
Plat No.: C1022 (Electric), N/A (Gas)  
LD of Affected Documents: N/A  
LD of Cross Referenced Documents: N/A  
Type of interest: Electric Underground Easements (4), Communication Easements (6), Utility Easement (86)  
SBE Parcel: N/A  
% Being Quitclaimed:  
Order or PM: 35537410-5304  
JCN: N/A  
County: San Mateo  
Utility Notice Number: N/A  
851 Approval Application No: N/A; Decision: N/A  
Prepared By: mqpv  
Checked By: m5fw



# Bedwell Bayfront Park - Access Road



WBSD Bayfront Recycled  
Water Facility

Bedwell Bayfront Park

Flood Slough

Don Edwards San Francisco Bay  
National Wildlife Refuge

Park Entrance

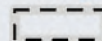
STATE HIGHWAY 84

SILER DR

0 250 500  
Feet



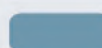
Access Road (Marsh Road)



City Limits



Park



Don Edwards San Francisco  
Bay National Wildlife Refuge