

AGREEMENT

This agreement 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 County of San Mateo ("County") is made as of January 1, 2003.

RECITALS

A. Under the terms of the Development Agreement between Palo Alto and Stanford, recorded in the Official Records of Santa Clara County on December 3, 1997, as Document No. 13962429, Stanford is obligated to offer to fund certain intersection improvements within the County and within the City of Menlo Park ("City") up to a maximum determined by an engineer's estimate inflated annually to reflect inflation and conditioned upon the County's and the City's agreement to construct the improvements.

B. Stanford has offered to pay the requisite sum to the County on the terms and conditions required by the Development Agreement. The County has not accepted the offer. The County desires Stanford to assume the risk that the cost of the improvements exceed the estimate and Stanford is willing to do so on the terms and conditions set forth herein.

C. In addition, the City had certain concerns about the original design of the improvements contained in the plans submitted by Stanford to the City. In response to the City's concerns, the Design Development Plans were revised by Stanford's consultants. City staff and Stanford reached agreement on the scope of work represented by Design Development Plans, a copy of which is attached to this Agreement as Exhibit A, and the County is willing to agree to this scope of work.

D. Stanford and the City entered into an agreement (the "Menlo Park Agreement") on or about December 4, 2002, whereby Stanford agreed to construct the improvements shown on the Design Development Plans incorporated in the Menlo Park Agreement. The improvements described in the Menlo Park Agreement that are within the City's jurisdiction are known as the Menlo Park Roadway Project.

E. A small portion of the improvements shown in the Design Development Plans would be constructed within unincorporated areas of the County and are, therefore, subject to the County's jurisdiction. These improvements are known as the San Mateo County Roadway Project or "the Project." Stanford has offered to construct the San Mateo County Roadway Project on the terms and conditions below, and County desires to accept the offer.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1.0 The Project. The San Mateo County Roadway Project includes the following work:

- Sand Hill Roadway widening extending southwesterly +/- 480' along Sand Hill Road from the common boundary line between Menlo Park and San Mateo County (from the intersection of Sand Hill Road and Santa Cruz Avenue);
- Santa Cruz Avenue widening extending northwesterly +/- 290' along Santa Cruz Avenue from the common boundary line between Menlo Park and San Mateo County (near the intersection of Sand Hill Road and Santa Cruz Avenue);
- Minor roadway improvements for grading, paving, drainage and signage at Stanford Avenue, Leland Avenue and the intersection of Vine Street and Oak Avenue adjacent to the common boundary line between Menlo Park and San Mateo County; and
- A portion of the roadway widening of Santa Cruz Avenue located +/- 430' south of the intersection of Sand Hill Road and Santa Cruz Avenue adjacent to the common boundary line between Menlo Park and San Mateo County;
- Modified signalization at the Sand Hill Road and Santa Cruz Ave. intersection. Said signal shall prevent a right turn from Sand Hill Road in the westerly direction to Santa Cruz Avenue in the northerly direction when Sand Hill Road traffic in the westerly direction is stopped;
- Traffic barriers and sound wall on the northeast corner of Sand Hill Road and Santa Cruz Avenue;

all as more particularly shown in the Design Development Plans, prepared by Brian, Kangas, Foulk ("BKF"), dated 07/15/02, Revision 2, dated 09/16/02, except Sheets 11 and 13 of 20 that are Revision 3, dated 11/19/02, marked Exhibit A and incorporated herein by reference, and as even more particularly shown on Improvement Plans to be prepared by Stanford as provided below ("the roadway improvements"). For convenience reduced copies of Exhibit A are attached to this Agreement. The duplicate originals of Exhibit A, each sheet of which is stamped "RECEIVED SEP 18 2002 CITY OF MENLO PARK ENGINEERING DIV.," or in the case of said Sheets 11 and 13 "RECEIVED Nov 25 2002 CITY OF MENLO PARK ENGINEERING DIV.," and initialed on behalf of the City and Stanford, are in the possession of the City and Stanford. The above described improvements that are not shown in Exhibit A as described above will be incorporated into the Improvement Plans for the Project described in section 4.1 below. The Project also includes relocation of utility facilities as necessary to construct the roadway improvements, but, except as expressly provided herein, does not include any betterment or increase in size or capacity of such facilities. The Project also includes storm drainage facilities as generally shown on the Design Development Plans. The Project does not include the installation of additional street lighting except at intersections as necessary to comply with Project Specifications, but does include the relocation of existing street lighting as necessary to construct the roadway improvements. The Project does not include installation of new fire hydrants, but does include the relocation of existing fire hydrants as necessary to construct the roadway improvements.

2.0 Payment for Project. Stanford shall construct the Project at its sole expense. Stanford shall pay the County the actual cost incurred for plan checking, inspection and for other services in order to expedite the process as agreed in this agreement. The County may, by separate agreement, contract with the City for construction inspection services related to the

proposed construction. If so, the County shall notify Stanford and provide to Stanford a copy of the agreement. Stanford shall reimburse the County for amounts paid to the City for such services. The foregoing notwithstanding, Stanford shall not be required to pay more than \$40,000 to County for fees, reimbursements and any other charges related to the Project. Actions by the City pursuant to the separate agreement shall be deemed to be actions of the County, provided execution of the separate agreement shall not relieve the County of its obligations hereunder.

3.0 Mitigation Measures and Permits. The County and Stanford shall implement the mitigation measures set forth in the Mitigation Monitoring Program attached to the County Resolution approving the Project as Exhibit A. Stanford shall obtain permits from other agencies having jurisdiction over the Project (“such permits”) including water quality control permits as may be required by State and Federal agencies. Stanford shall comply with the terms and conditions of such permits. If requested by Stanford, County shall cooperate with Stanford and shall exercise its best efforts to assist Stanford to obtain such permits. County shall not do anything that would delay or prevent the issuance of any such permit. If other agencies impose one or more mitigation measures that Stanford, in its sole discretion, determines are not feasible, then after providing the County 15 working days notice of its intent to do so, Stanford may terminate this Agreement by delivery of written notice to the County. If this Agreement is terminated by Stanford, Stanford shall reimburse County as provided in section 2.0 above for costs incurred prior to delivery of notice. County also shall cooperate with the City and Stanford and exercise its best efforts to resolve any conflicts that may arise, with regard to the Improvement Plans, the Construction Management Plan, or otherwise, between the County and the City, including differences of interpretations of the Project Specifications, as defined below in section 4.2. As used in this section 3.0, “permits” includes approvals of every kind and nature required by any public utility or governmental entity other than the County and in any way related to the Project, including encroachment and grading permits.

4.0 Improvement Plans.

4.1 Preparation. Stanford shall cause Improvement Plans (sometimes hereafter “Plans”) for the Project to be prepared by a licensed engineer approved by County. County approves Brian, Kangas, Foulk (“BKF”) to prepare the Plans. The Plans shall be consistent with Exhibit A as to (1) site geometry related to widening of Sand Hill and Alpine Roads and Santa Cruz Avenue (2) the conversion of existing Sand Hill Road to a frontage road, (3) geometry and signalization of intersections, and (4) location and widths of medians.

4.2 Cooperation. The parties shall develop the Plans by the cooperative method described herein with the mutual objective of preparing them in the most cost and time efficient manner reasonably available. When requested by Stanford, the Public Works Director (“Director”) shall provide prompt informal advice and counsel regarding the Plans prior to submittal, especially with regard to the interpretation, clarification and applicability of written standards or specifications set forth in Exhibit B to the Menlo Park Agreement incorporated herein by reference (collectively “Project Specifications”). The County shall respond to such informal requests within 5 working days. The parties shall schedule regular meetings between BKF and County staff to review reasonably segregable portions of the Plans as they are prepared. The Director shall review each individual plan sheet for the San Mateo County Roadway Project

and at the meeting, or no later than 10 working days thereafter, the Director shall determine whether it conforms to Project Specifications. If it does, the Director shall initial and date the sheet, in a space provided in the revision block, to record that it has been approved conditioned upon (a) approval of the entire set of Plans (or if phased, for the San Mateo County portion of a Phase of the Projects, as defined below), and (b) confirmation that the plans shown on the sheet are consistent with the rest of the Plans (or the San Mateo County portion of the Phase of the Projects of which the work shown on the sheet is a part). If it does not, the Director shall inform Stanford how it does not conform and, if requested by Stanford, the Director shall prepare a *writing that records the decision and informs Stanford of the revisions that must be made so that the sheet will conform to Project Specifications*. If Stanford revises any sheet that has been conditionally reviewed, the revision block shall clearly show that the revision occurred after the approval. At any time, the Director may provide written comments concerning other matters and Stanford may revise the Plans in response to the comments.

4.3 Phases. Stanford may design and construct the Project and the Menlo Park Roadway Project (collectively “the Projects”) in phases generally as follows: (a) the portion of the Projects lying between the Palo Alto City limits and the intersection of Sand Hill Road and Santa Cruz Avenue (including the improvements to that intersection); (b) the portion of the Projects beginning near the intersection of Alpine Road, Junipero Serra Boulevard and Santa Cruz Avenue (including the improvements to that intersection) and extending to the intersection of Santa Cruz Avenue and Sand Hill Road (each a “Phase of the Projects”). If Stanford decides to design and construct in phases, as described above or otherwise, it shall submit a phasing plan to the City for review and approval prior to submission of Improvement Plans to the City for final review and approval pursuant to the Menlo Park Agreement.

4.4 Submission. When the Plans for the Project or the San Mateo County portion of a Phase of the Projects are complete, Stanford shall submit them to the Director for final review and approval. The parties shall exercise their best efforts to have the Plans for the Project or for the San Mateo County portion of the first Phase of the Projects ready for submittal no later than eighteen months after execution of this Agreement.

4.5 County’s Review and Approval. As to each sheet that was previously conditionally approved, the Director shall limit the review to that which is necessary to confirm that the sheet is consistent with the rest of the submitted Plans. If the Plans comply with Project Specifications, the Director shall approve the Plans upon completion of the review. If the Plans have been conditionally approved, the final review shall be completed no later than 10 working days after submittal. If the Plans have not been conditionally approved, the final review shall be completed no later than 30 working days after submittal.

4.6 Disapproval. If the Director does not approve the Plans, the Director shall provide a written statement specifying the revisions to the Plans that must be made in order for the Plans to comply with Project Specifications.

4.7 Resubmission and Approval. Stanford may revise the Plans, as directed by the written statement, to comply with the Project Specifications. Stanford may then resubmit the Plans to the Director for review and approval. The Director shall review the Plans to determine whether the revisions specified in the prior written statement have been made. The

Director shall approve or disapprove the Plans no later than 10 working days after resubmittal. If the revised Plans include the revisions specified in the prior written statement, the Director shall approve the Plans. If the Director does not approve the resubmitted Plans, the Director shall provide a written statement specifying the revisions to the Plans that were included in the prior written statement and that have not been made and shall specify what must be done for the Plans to comply with Project Specifications. Director shall only require revisions that were included in the prior written statement. Stanford may then revise the Plans again and repeat the process as often as necessary to obtain approval.

4.8 Construction Management Plan. Stanford shall prepare and submit to the Director for review and approval a Construction Management Plan for the Project. Stanford may submit a Construction Management Plan that does not provide each and every element of construction management required by this Agreement so long as the Plan includes a timetable for subsequent submission of specifications for any incomplete elements. The County shall not unreasonably withhold approval of the Construction Management Plan and of subsequent applications. The Construction Management Plan shall:

4.8.1 Road Closure. Address the possibility that under the Menlo Park Agreement, the City may close Santa Cruz Avenue from Junipero Serra Boulevard to Sand Hill Road for up to one entire construction season extending from no earlier than April 1 until no later than November 1 and such additional time as is reasonably necessary to complete any phase of the Projects that includes that road segment. As a condition of any road closure as described above, a traffic detour plan approved by the City of Menlo Park shall include a detour from Alpine Road through the Stanford University campus to Stanford Hospital and to Sand Hill Road. All signage for detours shall have City or County approval, as appropriate, and shall be continuously maintained in good condition throughout the length of the road closure.

4.8.2 Lane Closures and Detours. Include terms and conditions under which Stanford may close lanes and divert traffic, and establish detours as necessary to proceed with the Projects in the most efficient and cost effective manner.

4.8.3 Work Hours. Include the hours during which Stanford shall be permitted to work on the Project as a matter of right, and the terms and conditions for obtaining approval from the Director to perform work outside those hours. Noise from construction is limited by the County's Ordinance to the time frames of 7 a.m to 6 p.m. Monday through Fridays, 9 a.m. to 5 p.m. on Saturdays and is prohibited on Sundays, Christmas and Thanksgiving.

4.8.4 Noise. Include any limitations on noise in accordance with the County noise ordinance and the terms and conditions for obtaining approval from the County Planning Director to exceed those noise levels; provide for noise reduction devices on construction equipment, location of stationary noise sources on portions of the construction sites furthest from residential and other sensitive noise receptors, and acoustic shielding for stationary sources.

4.8.5 Public Information Program. Include a defined program including notices, outreach and complaint management similar to that used by Stanford for the improvements to Sand Hill Road performed in the City of Palo Alto.

4.8.6 Pedestrian Access. Include terms and conditions under which Stanford may substantially limit pedestrian access during construction of the Projects, including a procedure for approval of limitations not approved in advance by the Construction Management Plan and for submission of plans to mitigate the specific impacts to a less-than-significant level. To the extent feasible, alternate routes for pedestrian traffic that existed prior to construction shall be provided.

4.8.7 Bicycle Access. Include terms and conditions under which Stanford may limit bicycle access during construction of the Projects, including a procedure for seeking approval of limitations not approved in advance by the Construction Management Plan and for submission of plans to mitigate the specific impacts to a less-than-significant level.

4.8.8 Access to Public Transit. Include terms and conditions under which Stanford may limit access to public transit or the movement of public transit vehicles during construction of the Projects, including a procedure for seeking approval of limitations not approved in advance by the Construction Management Plan and for submission of plans to mitigate the specific impacts to a less-than-significant level. The terms and conditions shall require that limitations on access to or movement of public transit shall be subject to approval from the Santa Clara Transit Agency and SamTrans or other appropriate jurisdiction.

4.8.9 Traffic Management. Include a construction vehicle management plan to ensure use of established truck routes, minimize impacts during peak annual traffic periods, ensure Sand Hill Road remains open at all times; include an emergency response plan. This plan shall be consistent with all terms and conditions of this Agreement, including but not limited to the requirements in the Road Closure & Noise Sections.

4.8.10 Visual Disturbance. Include provisions for visual screening of construction storage and staging areas, watering of graded areas to minimize fugitive dust, and staging and scheduling of construction to minimize the duration of visual disturbance in each affected viewshed.

4.8.11 Dust Control. Include provisions for compliance with applicable BAAQMD-recommended dust control measures during construction.

4.8.12 Reduction of Transportation Impacts. In lieu of complying with sections 4.8.6 through 4.8.9 above, Stanford may include in the Construction Management Plan detail of the activities to be carried out in each construction phase, the potential transportation impacts of each activity, and an acceptable method of reducing or eliminating significant transportation impacts. Details such as the routing and scheduling of materials deliveries, construction employee arrival and departure schedules, employee parking locations, and emergency vehicle access shall be described and approved. Stanford shall coordinate directly with SamTrans and the SCVTA to assure there is no service disruption caused by the Projects. In the alternative, the plan shall provide for these details.

4.8.13 Storm Water Pollution Prevention Plan. Include a storm water pollution prevention plan for each stage of the construction in compliance with the provisions of the National Pollutant Discharge Elimination System permits and the General Construction Permit issued by the State Water Resources Control Board and the San Francisco Regional Water Quality Control Board.

4.8.14 Waste Management Plan. Include a waste management plan in compliance with the provisions of County Ordinance No. 04099.

4.9 Limitations; Most Favored Party Status. In no event shall the approved Construction Management Plan contain terms, conditions or limitations that are more restrictive than those imposed by ordinances, policies, regulations, or informal practices or policies that have been disclosed to Stanford prior to execution of this Agreement, that were in effect on January 1, 2003. As to these matters, at Stanford's request, County shall permit exceptions that are allowed by its ordinances, policies, regulations or informal practices or policies. The intent of these provisions is to ensure that in performing the work under this Agreement, Stanford shall receive from County treatment no less favorable than that afforded to other persons or entities performing similar work, including persons employed by or persons or entities contracting with County.

4.10 Reports. Stanford and its engineer shall make available to County any land surveys, design calculations, studies and reports, including but not limited to geotechnical reports and hydrology studies, used in preparing the design of the San Mateo County Roadway Project.

5.0 Construction

5.1 Time for Performance. After satisfaction of all conditions precedent set forth herein, Stanford shall commence the work shown on the Plans no later than April 1 of the next calendar year, weather permitting, and shall thereafter diligently prosecute the work to completion, all according to the approved phasing plan, if any. Once Stanford has begun construction work, it shall be obligated to complete the Project within a reasonable time and County shall approve Plans for subsequent phases, if any, timely and in good faith and shall not unreasonably withhold its approval. Stanford shall submit a construction schedule as part of the Construction Management Plan and shall update said schedule on a quarterly basis.

5.2 Means and Methods. Stanford shall perform the work shown on the Plans as required by this Agreement and in good and workmanlike manner. Otherwise, the means and methods of construction of the Project shall be determined by Stanford.

5.3 Revision to Plans. Stanford may revise the Plans at any time after approval. If it desires to revise Plans for the San Mateo County Roadway Project, Stanford shall submit the revisions to the Director for review and approval. If the revisions are minor ones, the review shall be completed no later than 5 working days after submittal. If, in the County's opinion, the revisions are major ones, the review shall be completed no later than 20 working days after submittal. If the revisions and resulting Plans comply with Project Specifications and this Agreement, the Director, on behalf of the County, shall approve the revisions upon

completion of the review. If the Director disapproves the revisions, the procedures set forth in sections 4.6 and 4.7 above shall apply, except that the review period shall be 5 working days.

5.4 Unforeseen Conditions. If during construction of the Project, unforeseen conditions are encountered that, in the opinion of BKF, make construction of the Project in accordance with the Plans physically or economically infeasible, County shall cooperate in good faith with Stanford and its engineer and contractors to develop the most economic alternative that will accomplish the objectives of the Project insofar as such is feasible and shall consider in good faith, and not withhold unreasonably, approval of exceptions and revisions to Project Specifications that are necessary to accomplish the alternative, and, pursuant to section 5.3 above, approval of revisions to the Plans that are necessary to accomplish that alternative and that comply with Project Specifications including any exceptions or revisions made in accordance with this section 5.4.

6.0 Inspection and Acceptance of Improvements.

6.1 Delegation of Authority. By approval of this Agreement the Board of Supervisors expressly delegates to the Director the authority to approve the Plans and the work performed by Stanford and to do all other things required of him by this Agreement. Director may approve variations from Project Specifications to the extent allowed by law and to which Stanford agrees.

6.2 Inspection and Approval. When Stanford deems the Project, or a Phase of the Project (the "Completed Work") complete, it shall notify the Director who shall promptly inspect the Completed Work and if it shall be completed in accordance with the Improvement Plans and the Project Specifications, the Director shall approve the Completed Work. The Director shall communicate approval or disapproval to Stanford no later than 15 working days after notice from Stanford.

6.3 Disapproval. If the Completed Work is not in accordance with the Improvement Plans or the Project Specifications, the Director may refuse to approve the Completed Work, but only by written notice that sets forth in detail that which must be done by Stanford to bring the Completed Work into conformance with the Plans and/or the Project Specifications ("the corrective or additional work").

6.4 Reinspection. Thereafter, when Stanford deems the corrective or additional work completed, it shall notify the Director who shall again promptly inspect the Completed Work, but only to determine whether the corrective or additional work, as set forth in the written notice, has been completed. If it has, the Director shall approve the Completed Work. If it has not, the Director may refuse again to approve the Completed Work, but only by written notice that sets forth in detail the corrective or additional work set out in the original notice that has not been performed. The Director shall communicate approval or disapproval to Stanford no later than 10 working days after notice from Stanford. County shall not withhold approval for any other reason or unreasonably refuse to approve the Completed Work. The corrective or additional work in subsequent notices shall not include any work that was not included in the original notice, except subsequent notices may include corrective or additional work made

necessary by Stanford's efforts to comply with a prior notice. The procedure shall be repeated as often as necessary to obtain approval.

6.5 Acceptance and Certification. The County shall not be obligated to assume responsibility for the maintenance of the Project area within the unincorporated area until such time as the entire Project has been accepted for maintenance. After approval of the entire Project by the Director, County shall promptly accept the dedication of the Completed Work, including improvements and shall accept the improvements for maintenance. Upon approval and acceptance of the dedication of the improvements and related easements, the Director shall certify in writing that the Completed Work has been satisfactorily completed and title to and ownership of the public improvements included in the Completed Work shall thereupon vest absolutely in County. Thereafter, County shall be responsible for management, repair and maintenance of the Completed Work and all improvements owned by County to which the Completed Work connects, except as provided in section 8.1 below.

6.6 Conflict Between Plans and Project Specifications. If there is a conflict between the Plans and the Project Specifications such that it is not feasible to comply with both, the Plans shall control and Stanford shall comply with the Plans and the County shall accept the resulting work. A conflict shall exist only when the Plans address a matter in a way that is in conflict with the express provisions of the Project Specifications. A conflict shall not exist if the Plans are silent on a matter that the Project Specifications address; in such case Stanford must comply with the Project Specifications.

6.7 As-Built Drawings. Within 180 calendar days from the County's acceptance of the Completed Work, Stanford shall provide one set of as-built drawings of the Completed Work to the Director, including a copy of the AutoCAD files, compatible with the County version in effect at time of County's approval of the Improvement Plans, of the as-built drawings recorded in a compact disc.

7.0 Indemnities and Insurance.

7.1 Indemnity. Neither Stanford nor its contractor and subcontractors are agents or employees of the County. Stanford shall indemnify and hold the County harmless from, and shall defend the County against any and all liabilities judgments, damages, costs and claims thereof, including but not limited to claims for death, personal injury and property damage, arising in any manner from the performance or failure to perform the provisions of this Agreement by Stanford, its officers, agents or employees (collectively "claims") except claims arising from the sole negligence or willful misconduct or intentional acts of the County, its officers, agents, or employees. From and after acceptance of the Completed Work, Stanford shall have no further responsibility for claims that arise from the Completed Work and this Indemnity shall not apply to such claims, except for claims arising from incidents that occurred prior to acceptance.

7.2 Use Prior to Acceptance. The use of the improvements to be constructed by Stanford pursuant to this Agreement for any purpose and by any person shall be at the sole and exclusive risk of Stanford at all times prior to acceptance by the County.

7.3 Insurance. Prior to commencement of construction of the Project, or any Phase of the Project, Stanford shall procure and maintain for the duration of the construction of the Project, insurance in accordance with the Insurance Requirements for Capital Projects set forth in Exhibit C, attached hereto and incorporated herein by this reference.

7.4 Litigation. In the event any third party files suit challenging or seeking to set aside the decision of the County to enter into this Agreement, Stanford may defend the suit as real party in interest and the parties shall cooperate in the defense.

8.0 Warranties and Representations.

8.1 Warranties by Stanford. Stanford warrants and guarantees all work performed hereunder and all materials used therein for a period of one year. The period, as to any particular work, commences when the Completed Work has been approved by the Director. If within said period, any work furnished, installed or constructed fails to fulfill any of the requirements of this Agreement as a result of inadequate workmanship or materials (the "defective work"), Stanford shall, without delay and at no cost to the County, repair and replace or reconstruct the defective work.

8.2 Representations by Stanford. Stanford represents that it is authorized and empowered to enter into this Agreement and that it is enforceable by the County.

8.3 Representations by the County. The County represents that it is authorized and empowered to enter into this Agreement, that it is enforceable by Stanford, and that the President of the Board of Supervisors has been duly authorized by the Board of Supervisors to execute this Agreement. The County represents and warrants that no County permits or approvals, other than this Agreement, are required for the Project.

9.0 Administration.

9.1 County. The Director shall be solely responsible for the performance of this Agreement by the County. He shall be the recipient of all communications to the County from Stanford and shall communicate to Stanford on behalf of the County with regard to this Agreement and the Project. He shall ensure timely review of the Improvement Plans, timely issuance by the County of all approvals and permits required for the Project, timely inspection of the Project when requested by Stanford; timely approval or disapproval of the work inspected; timely acceptance of the Project after approval, all in accordance with this Agreement and shall promptly respond to inquiries and requests for assistance from Stanford. The Director shall give high priority to this Project. The Director currently is Neil Cullen. Notwithstanding the foregoing, the Director may utilize the services of others (e.g. inspectors and plan checkers) so long as such utilization is consistent with the Director's ultimate responsibility for performance of this Agreement.

9.2 Stanford. Stanford will perform the Project through a general contractor and sub-contractors. Stanford shall provide to the Director by written notice, from time to time, a contact person employed by Stanford Management Company and a contact person employed by the general contractor ("Stanford's representatives"). Until further notice, the contact person employed by Stanford Management Company shall be its Manager of Design

& Construction. The contact person employed by the general contractor shall be provided, by written notice, prior to commencement of construction. Stanford's representatives shall be responsible for the performance of this Agreement by Stanford and all communications to and from the County with regard to this Agreement or the Project shall be from or to Stanford's representatives. Stanford's representatives shall be responsible for the performance of this Agreement by Stanford and shall promptly respond to communications from the Director. The Manager of Design & Construction currently is Jim Inglis.

9.3 No Personal Liability. This Agreement shall not create any personal liability of any individual to the parties herein for any action or inaction related to their duties as set forth herein.

10.0 Notice. All notices required or provided for under this Agreement shall be in writing and shall be delivered personally or by overnight courier service or sent by certified or registered mail, return receipt requested. Any notice given by: (i) personal delivery, (ii) recognized overnight national courier service, or (iii) registered or certified mail, return receipt requested, shall be deemed to have been duly given and received upon receipt. Notices to the parties shall be addressed as follows:

County:	Director of Public Works County of San Mateo 555 County Center, 5 th Floor Redwood City, California 94063-1665
Fax:	(650) 361-8220
Email	Ncullen@co.sanmateo.ca.us
with a copy to:	County Counsel County of San Mateo 400 County Center, 6 th Floor Redwood City, California 94063-1662
Fax:	(650) 363-4034
Email	Mraftery@co.sanmateo.ca.us
Stanford:	Manager of Design & Construction Stanford Management Company 2770 Sand Hill Road Menlo Park, California 94025
Fax:	(650) 854-9268
Email	jinglis@stanford.edu

with a copy to: General Counsel
 Stanford University
 Office of the General Counsel
 105 Encina Hall
 Stanford, California 94305
Fax: (650) 723-4322
Email zumwalt@stanford.edu

As a courtesy, each notice also shall be sent by fax or email, but the failure to do so shall not invalidate the notice given or constitute a breach of this Agreement. Similarly, the copies of the notice provided to the persons shown above are provided solely as a courtesy and the failure to provide one or more copies shall not invalidate the notice given or constitute a breach of this Agreement.

Any notice so delivered shall be effective upon the date of personal delivery or, in the case of mailing to the person identified above as the recipient of notices for the party to whom notice is given (i.e., the Director of Public -Works or the Manager of Design and Construction, as appropriate), on the date of delivery as shown on the U.S. Postal Service return receipt. Any party may change its address for notice by giving ten (10) days' notice of such change in the manner provided in this paragraph.

11.0 Conditions Precedent and Termination.

11.1 City Agreement. This Agreement is conditioned upon, and subject to implementation of the Menlo Park Agreement. If the Menlo Park Agreement is terminated, either party may terminate this Agreement by written notice delivered to the other within 90 days of the termination of the Menlo Park Agreement. This condition is for the benefit of both parties.

11.2 Easement and Annexation. Subject to the condition precedent stated below, the Board hereby accepts a Grant of Easement in the form attached hereto as Exhibit B with the addition of a description of the easement area that the Director confirms includes the additional width of Sand Hill Road and related street improvements constructed on the servient tenement pursuant to this Agreement plus an additional five feet. The Board authorizes the County Manager, or his designee, to execute any documents determined by the County Real Property Division to be necessary for the acceptance and conveyance of this easement. This acceptance applies to the easement area on Sand Hill Road only and does not obligate the County to accept any other road easements, including a road easement that may be created on Santa Cruz Avenue, as a result of this project. This Agreement and Grant of Easement shall, however, be of no force and effect until the San Mateo County Local Agency Formation Commission approves the annexation to Menlo Park, subject to conditions acceptable to Stanford, of the portion of the Buck Estate adjacent to Santa Cruz Avenue that is used for the Project and that is currently within the unincorporated area of the County. This condition precedent is for the benefit of Stanford.

11.3 Other Conditions. Stanford's obligations under this Agreement are conditioned upon, and subject to approval by (1) the County of the Plans and the Construction Management Plan and (2) the City of the Improvement Plans described in the Menlo Park Agreement or if Stanford chooses to proceed in phases, of the Plans for the first phase of the Projects and the approved phasing plan, and the Construction Management Plan. If these conditions are not satisfied and if Stanford, in its sole discretion and at any time, determines not to revise any plan to comply with the terms of the written statement provided by the Director, Stanford may give written notice to County and if the County does not act to satisfy the conditions within 15 working days of receipt of such notice, Stanford may terminate this Agreement by written notice delivered to the County Clerk.

11.4 Related Construction. Stanford's said obligations also are conditioned upon and subject to arrangements satisfactory to Stanford, in its sole discretion, between Stanford, the City of Menlo Park, and the City of Palo Alto relative to the construction of the bridge on Sand Hill Road.

11.5 Waiver. Each of the conditions set forth above in this section 11.0 is for the benefit of Stanford and is to be satisfied before Stanford commences construction. If Stanford commences construction prior to satisfaction of any such condition, Stanford shall be deemed to have waived the unsatisfied condition. Incidental preparatory work on Stanford's land including clearance of vegetation and utility relocation work that does not require a permit from the County or any other governmental agency shall not constitute commencement of construction for purposes of this Agreement, including but not limited to this section 11.5 and section 5.1 above.

12.0 Extension of Time For Acceptance of Stanford's Offer to Pay For Improvements. While this Agreement is in force and effect, Stanford's offer dated June 22, 2000 shall be deemed suspended and the County shall not accept the offer. The foregoing notwithstanding, in the event Stanford elects to terminate this Agreement prior to commencement of construction in accordance with this Agreement, the offer shall be deemed reinstated and the time for the County to accept the offer shall be deemed extended by an amount of time equal to that which elapses from January 1, 2003, to the date that Stanford provides notice of termination to the County, all without further action by the parties.

13.0 Non-discrimination.

13.1 General. In the performance of this Agreement, Stanford shall not discriminate against any persons on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty), pregnancy, childbirth or related conditions, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), mental or physical disability, veteran's status, union membership, or political affiliation. Further, Stanford will not exclude from participation in the Project or deny any benefits to any person on the grounds set forth above. Stanford shall comply with federal, state and local laws, directives and executive orders regarding non-discrimination with regard to its employees.

13.2 Employment. Stanford shall provide equal employment opportunities based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, to all employees of Stanford working on this Project. Stanford's personnel policies shall be made available to County upon request.

13.3 Violation. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Stanford to penalties, to be determined by the County Manager, including, but not limited to:

13.3.1 Termination of this Agreement;

13.3.2 Disqualification of Stanford from bidding on or being awarded a County contract for a period of up to three (3) years;

13.3.3 Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager. To effectuate the provisions of this paragraph, the County Manager shall have the authority to examine Stanford's employment records with respect to compliance with this paragraph. Stanford shall report to the County Manager the filing by any person employed to perform work under this Agreement in any court of any complaint of discrimination or the filing by any such person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Stanford that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Stanford shall provide County with a copy of its response to the complaint when filed.

14.0 Equal Benefits. With respect to the provision of employee benefits, Stanford shall comply with County Ordinance No. 04026, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

15.0 Force Majeure. Neither party shall be deemed to be in breach where failure or delay in performance of any of its obligations under this Agreement is caused by floods, unusual weather conditions, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), court actions (such as restraining order or injunctions), or other causes beyond the party's control. If any such event shall occur, the term of this Agreement and the time for performance by either party of its obligations hereunder affected thereby shall be extended for the period of time that such events prevented such performance.

16.0 Annexation. In the event that the unincorporated area affected by this Agreement is annexed to the City, County will have the right to assign this Agreement and all rights and responsibilities therein to City.

17.0 *Exhibits.* The following Exhibits are attached hereto and incorporated herein by this reference:

Exhibit A: Design Development Plans dated July 15, 2002

Exhibit B: Grant of Easement

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: _____
Robert C. Reidy
Vice Provost Land and Buildings

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President,
Board of Supervisors

Attest: _____
County Clerk

Recording Requested by:
County of San Mateo

When Recorded Return to:

THOMAS F. CASEY III, COUNTY COUNSEL
By Mary K. Raftery, Deputy
400 County Center, 6th Floor
Redwood City, CA 94063-1662
(via County mail CCO111)

GRANT DEED OF EASEMENT

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California ("*Grantor*") hereby grants to the County of San Mateo, a political subdivision of the State of California, its successors and assigns, an easement for street and roadway purposes in, over, and under a portion of the real property located in the unincorporated area of San Mateo County, California, identified as Assessor's Parcel Number 074-450-020, and said portion of the real property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

Upon non-use of the easement hereby granted for street and highway purposes for a period of two consecutive years, all right, title and interest of the County, its successors and assigns, in and to the easement shall revert to the Grantor, its successors and assigns; provided that Grantor shall give County written notice, delivered to the Director of Public Works and the County Counsel, that due to non-use, the easement will terminate pursuant to the terms of this Grant no less than one hundred twenty (120) days after the delivery of the notice. County may dispute the termination of the easement by written notice, sent to Grantor by certified mail, return receipt requested addressed Stanford Management Company 2770 Sand Hill Road, Menlo Park, California 94025, with copy to Office of the General Counsel, Stanford University, Stanford, California 94305, prior to the termination date specified in Grantor's notice. If the parties are unable to resolve such dispute, the issue may be resolved by a court having jurisdiction thereof and the easement shall continue in full force and effect until a final determination is made.

By acceptance of this Grant Deed, County agrees to indemnify and save harmless Grantor from and against any and all loss, damage, liability, expense, claim and demands of whatsoever character, direct or consequential, arising out of the exercise by County of any right granted hereby including, but without thereby limiting the generality of the foregoing, injuries to persons and damage to property.

IN WITNESS WHEREOF, Grantor has duly executed this instrument on _____, 200__.

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY,

EXHIBIT B

a body having corporate powers under the laws of the State of California
By: Stanford Management Company

By _____ Its _____

(print name) _____