PUBLIC ACCESS EASEMENT AT 510 OLIVE STREET, MENLO PARK, CA. 94025

Erica Hsu, (hereinafter “Grantor”) is the owner of certain real property situated in the City of Menlo Park, a municipal corporation, in the County of San Mateo, California (hereinafter “Grantee”), commonly known as 510 OLIVE STREET, MENLO PARK, CA. 94025, Menlo Park, CA APN: 071-231-160 (hereafter referred to as the “Servient Tenement”) and more particularly described in Exhibit A attached hereto and incorporated herein.

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee a nonexclusive easement and right-of-way (“Easement”), including the right of way ingress and egress, over and across a portion of the Public Access Servient Tenement (the “Easement Area”) which easement is more particularly described and shown in Exhibit B, attached hereto and incorporated herein by this reference.

TERM

The Easement is granted in perpetuity.

MAINTENANCE

Grantor is responsible for maintaining and repairing the Easement Area and all improvements constructed in the Easement Area, in good condition, including, without limitation, the sidewalk, pedestrian walkway located within the Easement Area (if any), in accordance with City of Menlo Park Municipal Code Title 13 or to the extent not specified in Title 13, in accordance with City guidelines.

NONEXCLUSIVE EASEMENT

The Easement is nonexclusive. Grantor retains the right to make any use of the Easement Area, including the right to grant concurrent easements on, over, or under the Easement Area to third parties, provided such use or uses do not unreasonably interfere with Grantee’s and the public’s use and enjoyment of the
Easement. The Easement granted herein shall have priority over any subsequently granted easement to a third party.

Grantor reserves to itself the continued use of the Easement Area consistent with the terms of the preceding paragraph. Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement, or maintenance of, any buildings, structures, or similar improvements on the Easement Area that would interfere with Grantee’s and the public’s ability to use the Easement as set forth herein.

ENCROACHMENTS

The Easement is subject to all existing encroachments of utilities and improvements on, over, and under the Easement Area, and to all future encroachments of utilities and improvements constructed or installed on or around the Easement Area, provided such encroachments do not unreasonably interfere with Grantee’s and the public’s use and enjoyment of the easement.

INDEMNIFICATION

Grantor shall indemnify and save harmless Grantee, its officials, agents, employees, successors and assigns, from and against any and all loss, damage, expense, claim or demand of whatsoever character, direct or consequential, including, but without limiting thereby the generality of the foregoing, injury to or death of persons and damage to or loss of property arising out of the exercise by Grantor of any of its rights reserved herein expressly or by operation of law, except those arising by reason of the negligence or willful misconduct of Grantee or its agents, contractors, or employees or by a member of the public in general.

TRANSFER OF SERVIENT TENEMENT

This Easement shall run with the title to the land and any portion thereof. Grantor further agrees whenever the Servient Tenement or any portion thereof is held, sold, conveyed, or otherwise transferred, it shall be subject to this Easement which shall apply to, bind and be obligatory to all present and subsequent owners of the Servient Tenement or any portion thereof. Upon the transfer of the Servient Tenement to a successor party, the successor party shall constitute the “Grantor” hereunder and all predecessors-in-interest to such successor party shall be fully relieved of Grantor’s obligations hereunder arising after the effective date of such transfer and shall have no liability for any default or failure to perform occurring from and after the date of such transfer of the Servient Tenement.

Attachments:  Exhibit A  Legal Description of the Property
               Exhibit B  Legal Description of the Easement / Plat depicting Easement

[SIGNATURES APPEAR ON NEXT PAGE]
SIGNATURES

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

GRANTOR:

Signature

Name

[Signature]

Date

11/18/19

See ATTACHMENT

NOMINEE PUBLIC UTILITIES COMMISSION # 2204589

Expiring: August 7, 2021

APPROVED AS TO FORM:

[Signature]

Date

11/27/2019

William L. McClure, City Attorney

CITY OF MENLO PARK:

[Signature]

Date

11/26/2019

Nikki Nagaya, Interim Public Works Director
Nicole H.

ATTEST:

[Signature]

Date

12/5/19

Judi A. Herren, City Clerk
State of California
County of San Mateo County

On November 26, 2019 before me, Neetu Salwan, Notary Public, personally appeared, Nicole H. Nagaya 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]

Neetu Salwan
Notary Public, San Mateo County
Commission #2278678
Expires 02-24-2023
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 San Mateo

On November 13, 2019 before me, Linh Do (notary public),

Date

personally appeared Becca Hsu.

Name(s) of Signer(s)

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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Proceeding Revoked
Number of Pages: 4

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer’s Name: Becca Hsu

☐ Corporate Officer — Title(s):
☐ Partner — Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

Signer’s Name:

☐ Corporate Officer — Title(s):
☐ Partner — Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

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EXHIBIT A - LEGAL DESCRIPTION
Right of Way Easement within 510 Olive Street granted to the City of Menlo Park

Situate in the City of Menlo Park, County of San Mateo, State of California, and being a portion of Lot 28, Block 2, as shown on the subdivision map entitled, "Menlo Park Terrace" which was filed for record in 13 of Maps Page 46 on March 23, 1926, San Mateo County records, being more particularly described as follows:

BEGINNING at the most southerly corner of said Lot;

1. Thence along the southwesterly line of said Lot, North 56° 31' 03" West, a distance of 20.03 feet, to the beginning of a nontangent curve to the left;

2. Thence easterly along said curve, concave northerly, from a tangent which bears South 56° 31' 03" East, having a radius of 20.00 feet, through a central angle of 90° 05' 00", an arc length of 31.45 feet, to a point of tangency on the southeasterly line of said Lot;

3. Thence along said southeasterly line, South 33° 23' 57" West, a distance of 20.03 feet, to the Point of Beginning.

The herein described parcel is shown on the attached map, Exhibit B, of this legal description, and is made a part hereof.

The basis of bearings of this legal description is the centerline of Olive Street (North 56° 31' 03" West) as shown on the Record of Survey which was filed for record in 26 of LLS Maps pages 12-13, San Mateo County Records.

Bryan G. Taylor, PLS
License No. 7551

Date: 10/21/2019
STANFORD AVENUE

FOUND BRASS DISK WITH
PUNCH IN HANDBOKE, AS
PER 26 LLS 12-13

LOT 27

13 MAPS 46
BLOCK 2

LOT 28
(510 OLIVE STREET)

RIGHT OF WAY EASEMENT
86 SQ. FT.

D=90°05'00"
R=20.00'
L=31.45'

POINT OF
BEGINNING

MIDDLE AVE.

N 33°23'57" E

1257.39'

E 62.82'

N 56°3'103" W

20.03'

S 33°23'57" W

20.03'

FOUND RAILROAD
SPIKE AS PER 26 LLS 12-13

PLAT ACCOMPANYING LEGAL DESCRIPTION

RIGHT OF WAY EASEMENT

WITHIN 510 OLIVE STREET
MENLO PARK
SAN MATEO COUNTY, CALIFORNIA

LICENSED LAND SURVEYOR

BGT LAND SURVEYING

EXHIBIT "B"

SCALE
1"=20'

PAGE
2 OF 2

DATE
10/2019

JOB
18-043
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Closure Error Distance > 0.0000
Total Distance > 71.50
Polyline Area: 86 sq ft, 0.00198 acres
CERTIFICATE OF ACCEPTANCE

This to certify that the interest in real property conveyed by the foregoing deed, grant or other instrument dated November 18, 2019 from Eric Hsu to the City of Menlo Park, a municipal corporation, is hereby accepted by the undersigned on behalf of the City pursuant to authority conferred by Resolution of the City Council of the City of Menlo Park bearing No. 6453, adopted on August 6, 2018, and said City consents to recordation thereof.

Dated December 5, 2019

CITY OF MENLO PARK

By: ____________________________

Starla Jerome-Robinson, City Manager

ATTEST:

____________________________

Judi A. Herren, City Clerk