PUBLIC ACCESS EASEMENT AT 937 HAMILTON AVENUE

PENINSULA INNOVATION PARTNERS, LLC, (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,” and together with Grantor, collectively, the “Parties”), commonly known as 937 HAMILTON AVENUE, Menlo Park, CA (APN: 055-440-090) (hereafter referred to as the “Servient Tenement”) and more particularly described on Exhibit A attached hereto and incorporated herein.

GRANT OF EASEMENT

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

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 public sidewalk, 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

This 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 by third parties do not unreasonably interfere with Grantee’s and the public’s rights under this
Grantor reserves to itself the continued use of the Easement Area consistent with the terms of this Easement. 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 rights under this Easement.

**ENCROACHMENTS**

This 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 within the Easement Area, provided such encroachments do not unreasonably interfere with Grantee’s and the public’s rights under this 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]
IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

GRANTOR:

Signature

RICHARD BORJANO

Name

GRANTEE:

Signature

Nikki Nagaya, Interim Public Works Director
aka Nicole H. Nagaya

APPROVED AS TO FORM:

Signature

William L. McClure, City Attorney

ATTEST:

Signature

Judi A. Herren, City Clerk

Date

2·18·2020

Date

3·4·20

Date

2/25/2020

Date

3/6/2020

Date
State of California
County of San Mateo County

On March 4, 2020 before me, Neetu Salwan, Notary Public, personally appeared, Brian P. Henry, 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 CERTIFICATE OF ACKNOWLEDGMENT

State of California  
County of San Mateo  

On February 18, 2020 before me, Ellie Elson, Notary Public, personally appeared Richard Boitano, 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)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of ________________________________ containing _______ pages, and dated ________________________________.

The signer(s) capacity or authority is/are as:

☐ Individual(s)  ☐ Attorney-in-Fact  ☐ Corporate Officer(s)

☐ Guardian/Conservator  ☐ Partner - Limited/General  ☐ Trustee(s)  ☐ Other:

representing: ________________________________

Name(s) of Person(s) or Entity(ies) Signer is Representing

Addition Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification  ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # Entry #

Notary contact: ________________________________

Other

☐ Additional Signer(s)  ☐ Signer(s) Thumbprint(s)

☐
Exhibit A
Legal Description of the Property
EXHIBIT ‘A’
LEGAL DESCRIPTION
PARCEL J (99 M 81-83)
937 HAMILTON AVENUE (MPK 48)

PARCEL J

REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL "J", AS SAID PARCEL IS SHOWN ON THAT MAP ENTITLED "MENLO INDUSTRIAL CENTER", FILED FOR RECORD ON OCTOBER 1, 1979 IN VOLUME 99 OF MAPS AT PAGES 81 THROUGH 83, SAN MATEO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF HAMILTON AVENUE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL "J";

THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES:

1) ALONG THE ARC OF A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 46° 28' 10" WEST, HAVING A RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 24° 23' 10" FOR AN ARC LENGTH OF 59.59 FEET,

2) NORTH 67° 55' 00" WEST, 134.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND

3) ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 735.00 FEET, THROUGH A CENTRAL ANGLE OF 4° 45' 04" FOR AN ARC LENGTH OF 60.95 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "J";

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL "J", NORTH 22° 05' 00" EAST, 305.94 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "J";

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL "J", NORTH 84° 59' 45" EAST, 220.00 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "J";

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL "J", SOUTH 5° 00' 15" EAST, 125.00 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL "J";

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL "J", SOUTH 22° 05' 00" WEST, 304.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.0507 ACRES OF LAND, MORE OR LESS, AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

JOSEPH D. THOMPSON, LS 8121

DATE 8/21/19
Exhibit B
Legal Description of the Easement/Plat depicting Easement
EXHIBIT B
LEGAL DESCRIPTION
PUBLIC ACCESS EASEMENT
937 HAMILTON AVENUE (MPK 48)

PUBLIC ACCESS EASEMENT

REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL "J", AS SAID PARCEL IS SHOWN ON THAT MAP ENTITLED "MENLO INDUSTRIAL CENTER", FILED FOR RECORD IN VOLUME 99 OF MAPS AT PAGES 81 THROUGH 83, SAN MATEO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF HAMILTON AVENUE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL "J";

THENCE WESTERLY ALONG SAID NORTHERLY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 46° 28' 10" WEST, HAVING A RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 22° 05' 55" FOR AN ARC LENGTH OF 54.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 2° 17' 15" FOR AN ARC LENGTH OF 5.59 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 67° 55' 00" WEST, 0.45 FEET;

THENCE LEAVING SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) COURSES:

1 – NORTH 29° 44' 32" EAST, 4.79 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND

2 – ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6.00 FEET, THROUGH A CENTRAL ANGLE OF 97° 39' 32" FOR AN ARC LENGTH OF 10.23 FEET,

3 – NORTH 67° 55' 00" WEST, 127.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND

4 – ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 44.00 FEET, THROUGH A CENTRAL ANGLE OF 8° 03' 52" FOR AN ARC LENGTH OF 6.19 FEET,

5 – NORTH 75° 58' 52" WEST, 33.91 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND

6 – ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4.00 FEET, THROUGH A CENTRAL ANGLE OF 85° 41' 10" FOR AN ARC LENGTH OF 5.98 FEET,

7 – SOUTH 18° 19' 58" WEST, 3.35 FEET TO A POINT ON THE NORTHERLY LINE OF HAMILTON AVENUE;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 18° 47' 42" WEST, HAVING A RADIUS OF 735.00 FEET, THROUGH A CENTRAL ANGLE OF 0° 28' 04" FOR AN ARC LENGTH OF 6.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) COURSES:

1 – NORTH 18° 19' 58" EAST, 3.32 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, AND

2 – ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 85° 41' 10" FOR AN ARC LENGTH OF 14.96 FEET,
3 – SOUTH 75° 58' 52" EAST, 33.91 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, AND

4 – ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 8° 03' 52" FOR AN ARC LENGTH OF 7.04 FEET,

5 – SOUTH 67° 55' 00" EAST, 127.54 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, AND

6 – ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 12.00 FEET, THROUGH A CENTRAL ANGLE OF 97° 39' 32" FOR AN ARC LENGTH OF 20.45 FEET,

7 – SOUTH 29° 44' 32" WEST, 4.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,210 SQUARE FEET OF LAND, MORE OR LESS, AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

[Signature]

JOSEPH D. THOMPSON, LS 8121

4/23/19

DATE

[ Seal ]

JOSEPH THOMPSON

No. B121

STATE OF CALIFORNIA

C:\Users\kkeller\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\TDHB2FR\A13686-9-PD-PAE-EX C.docx
CERTIFICATE OF ACCEPTANCE

This to certify that the interest in real property conveyed by the foregoing deed, grant or other instrument dated __________, 2020, from PENINSULA INNOVATION PARTNERS, LLC 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 ________________, 2020

CITY OF MENLO PARK

By: ____________________________

Starla Jerome-Robinson, City Manager

ATTEST:

______________________________
Judi A. Herren, City Clerk
| Project manager: Theresa Avedian | Department: Public Works | Date: 9/26/2019 |
| Time sensitive | New agreement | Attest only | Amendment |

| First party: Peninsula Innovation Partners | Type of agreement: Public Access Easement | Choose Agreement |
| Agreement or project title: Public Access Easement at 937 Hamilton Ave |
| Purpose: PAE required for sidewalks built on private property |

| Agreement amount: $n/a | Begin date: 9/26/2019 | End date: Click here to enter a date |
| Approved budget: $n/a | Budget year: n/a | Available budget: $n/a |
| Funding account: n/a |

| Required approval: Department | City Manager | City Council |

| Language modifications were made to the template | These have been approved by the City Attorney (attach) |

| Summary of modifications: Click here to enter text |

| Attachments: |
| Three (3) Originals of agreement |
| Staff report |
| Prior agreement/amendments(s) for reference |
| PO/Check requisition |

| Approval: |
| Supervisor |

| Administrative Services/Finance |
| City Attorney |

| City Manager (if needed) |

| Routing: Department, City Clerk, City Attorney, Administrative Services/Finance, (City Manager), City Clerk, Vendor, Department |

| Revised |

20180515
County of San Mateo  
Assessor-County Clerk-Recorder  
Mark Church  

555 County Center  
Redwood City, CA, 94063

Finalization 2020069455  
9/10/20 11:30 am  
072 100

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| Amount Due              | 0.00          |

THANK YOU  
PLEASE RETAIN THIS RECEIPT  
FOR YOUR RECORDS