PUBLIC ACCESS EASEMENT AGREEMENT

This Public Access Easement Agreement ("Easement Agreement"), dated as of 9/3/2020, for reference purposes only, is made by and between Hibiscus Properties, LLC, a Delaware limited liability company ("Grantor") and the City of Menlo Park, a municipal corporation of the State of California ("Grantee" or "City").

Grantor is the owner of certain real property situated in the City of Menlo Park, in the County of San Mateo, California APN: 055-260-310 ("Campus Expansion Property") 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 Grantee a nonexclusive easement and right-of-way (including the right of ingress and egress) to utilize a pedestrian and bicycle path located at grade ("Ground Floor Path") and an elevated ramp comprising the portion of the multi-use bridge facility ("Elevated Ramp") over and across a portion of the Campus Expansion Property described and shown in Exhibit B and Exhibit C attached hereto and incorporated herein by this reference, for purposes of public access ("Easement"). Collectively, the Ground Floor Path and the Elevated Ramp comprise the "Easement Area." The Elevated Ramp is connected to the remaining portion of the multi-use bridge facility located within the California Department of Transportation's ("Caltrans") right-of-way and extends across the Bayfront Expressway and connects to the Bay Trail ("Caltrans Facility"). Collectively, the Elevated Ramp and the Caltrans Facility comprise the "Bridge."

The Easement is granted subject to the reservations set forth below, including (a) Grantor's right to suspend access to the Easement Area during cases of emergency and when deemed necessary for security purposes in Grantor's reasonable discretion, and (b) with respect to the Elevated Ramp, during any period when the Caltrans Facility is closed and not accessible to the public. Any and all individuals using the Easement shall do so in accordance with any reasonable rules and regulations promulgated by Grantor (or its successors and assigns). Grantor reserves the right to impose reasonable rules and regulations governing access to and use of the Easement Area, including hours of operation, and to temporarily close the Easement Area in case of emergency or when Grantor reasonably deems it necessary for security purposes. In the event that Grantor exercises its right to impose reasonable rules and regulations governing access to and use of the Easement Area, Grantor shall prepare the initial set of rules and regulations and submit them to the City's Community
Development Director for review and approval, which such approval shall not be unreasonably denied, conditioned or delayed. After the initial rules and regulations have been approved by the City's Community Development Director, Grantor may make reasonable modifications to the rules and regulations in its sole discretion, provided that at least 10 business days prior to enacting the proposed modification, Grantor has provided written notice and a copy of the proposed modifications to the rules and regulations to the City's Community Development Director. Within ten 10 business days of receipt of the proposed modifications, if the City's Community Development Director believes that any of the proposed modifications are unreasonable, the City's Community Development Director may provide written notice to Grantor stating the basis for his or her objections and requesting a meet and confer conference. Within 10 business days of receiving that notice, the City and Grantor shall meet and confer in good faith at a mutually agreeable time and location in order to attempt to resolve the matter. The meeting shall be attended by representatives of the Grantee and City who have authority to resolve the matter.

TERM

The Easement is granted so long as the Bridge exists and is open to the public. The Easement shall automatically terminate upon the earlier of (a) the Bridge ceasing to exist, (b) the Bridge reaching the end of its useful life (in which case Grantor or its successors and assigns shall have the right to demolish the Bridge, subject to obtaining any applicable permits from governmental agencies including Caltrans), or (c) the Bridge being permanently closed to the public.

MAINTENANCE

Grantor is responsible for maintaining and repairing the Easement Area and all improvements constructed in the Easement Area, in good condition and repair. All maintenance and repair shall comply with City standards, at a minimum. Grantor shall further perform the following with respect to the improvements:

a. Regularly maintain, repair and replace the Ground Floor Path and Elevated Ramp, together with their associated improvements, to ensure that all elements are clean and in good repair and working order, and in a way that presents a healthy, neat and orderly appearance;

b. Maintain all landscaped, paved and hardscaped areas in clean and weed-free condition, and keep such areas reasonably clear of dirt, mud, trash, debris and other unsafe or unsightly materials;

c. Perform such other acts that are reasonably necessary or desirable to preserve and protect the improvements and the appearance, safety and operation thereof in accordance with this Easement Agreement and the foregoing standards.

If Grantee in good faith believes Grantor has failed in any material respect to adequately maintain the Easement Area so as to accommodate public access pursuant to this Easement Agreement, Grantee may give 30 days' written notice to Grantor that the Easement Area is in need of maintenance or repair, specifying the nature of the needed repair or maintenance. If Grantor fails to perform the repair or maintenance deemed necessary by Grantee within such 30 day period, Grantee and its representatives and contractors shall have the right to enter upon the Easement Area for the purpose of performing such work, and Grantee may thereafter obtain reimbursement from Grantor for the actual and reasonable cost thereof.

Notwithstanding the maintenance provisions above, Grantor shall have no obligation to replace the Elevated Ramp or Ground Floor Path in the event that (a) the Bridge ceases to exist, (b) the Bridge reaches the end of its useful life (in which case Grantor or its successors and assigns shall have the right to demolish the Bridge, subject to obtaining any applicable permits from governmental agencies including Caltrans), or (c) the Bridge is permanently closed to the public.
## 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 do not unreasonably interfere with Grantee’s and the public’s use and enjoyment of the Easement. The Easement 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 this Easement Agreement. Grantor agrees for itself, its successors, and assigns, not to erect, place, or maintain, or to permit the erection, placement, or maintenance of, any buildings, structures, or similar improvements on the Easement Area that would unreasonably 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, or under the Easement Area, and to all future encroachments of utilities and improvements constructed or installed on or around the Easement Area (provided, however, that Grantor shall not grant or make future improvements that unreasonably interfere with Grantee’s right to use the Easement Area pursuant to this Easement Agreement).

## USE AT OWN RISK

Use of any portion of the Easement Area by Grantee or the public is solely at their own risk. Grantor, by retaining this Easement, assumes no duty to or for the benefit of the public for defects in the location, design, installation, maintenance, or repair of any improvements within the Easement Area, for any unsafe conditions within the Easement Area, for the failure to inspect for or warn against possibly unsafe conditions, or to close the Easement Area to public access when unsafe conditions may be present. Grantor is not responsible for the acts or omissions of Grantee or any member of the public in, on, or about the Easement Area, and Grantor shall have no liability for the acts or omissions of such parties, except for those arising from the gross negligence or willful acts or omissions of Grantor or its agents, employees, vendors, or contractors. Any member of the public who utilizes the Easement Area shall assume the risk thereof. Grantor shall not be liable to Grantee or the public for any damage to, or loss (by theft or otherwise) of, any property of Grantee or of any other person, or any losses, damages, liabilities, expenses, claims or demands of any character, direct or consequential, arising out of the use of the Easement Area, including, but without limiting the generality of the foregoing, injury to or death of any person, irrespective of the cause, except to the extent attributable to the gross negligence or willful misconduct of Grantor.

## NO PERSONAL LIABILITY OF GRANTOR

Any liability of Grantor under this Easement Agreement shall be limited to Grantor’s interest in the Easement Area, and in no event shall any personal liability be asserted against Grantor or its successors or assigns.

## TRANSFER OF SERVIENT TENEMENT

The Easement shall run with the title to the land and any portion thereof. Grantor further agrees whenever the Campus Expansion Property or any portion thereof is held, sold, conveyed or otherwise transferred, it shall be subject to the Easement which shall apply to, bind, and be obligatory to all present and subsequent owners of the Campus Expansion Property or any portion thereof. Upon the transfer of the Campus Expansion Property 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 Campus Expansion Property.

SIGNATURES

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

GRANTOR:

Hibiscus Properties, LLC
a Delaware limited liability company

Name: CHANCES FERGUS OS4CM
Title: DIRECTOR

Date 08/21/2020

GRANTEE:

City of Menlo Park

Starla Jerome-Robinson, City Manager

Date 9/03/2020

APPROVED AS TO FORM:

Cara E. Silver, Interim City Attorney

Date 09/17/2020

ATTEST:

Judi A. Herren, City Clerk

Date 9/3/2020
State of California
County of San Mateo County

On September 3, 2020 before me, Neetu Salwan, Notary Public, personally appeared, Starla Jerome-Robinson 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.

Neetu Salwan
Notary Public, San Mateo County
Commission #2278678
Expires 02-24-2023
CERTIFICATE OF ACCEPTANCE

This to certify that the interest in real property conveyed by the foregoing deed, grant or other instrument dated ____________, from __________________ 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 9/3/2020

CITY OF MENLO PARK:

[Signature]
Starla Jerome-Robinson, City Manager

ATTEST:

[Signature]
Judi A. Herren, City Clerk
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 Aug. 31, 2000 before me, Frank Matthew Dias, Notary Public

(insert name and title of the officer)

personally appeared Charles Fergus O'Shea

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

Frank Matthew Dias (Seal)
EXHIBIT A

Campus Expansion Property
EXISTING PARCEL 1
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 ADJUSTED PARCEL 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY, FILED
JULY 31, 2017 IN BOOK 44 OF L.L.S. MAPS, AT PAGES 84 AND 85, OFFICIAL RECORDS OF SAN MATEO
COUNTY.

CONTAINING 2.61 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

RICHARD J. HICKENBOTTOM, LS 8654
LICENSE EXPIRES: 12/31/19

2/5/19
DATE

RICHARD J.
HICKENBOTTOM
8654

STATE OF CALIFORNIA

Z:\2015\A15571-37\DOCS\SURVEY\LEGAL DESCRIPTIONS\LLA\A15571-37-LLA-EX PCL 1.docx
EXISTING PARCEL 2
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 ADJUSTED PARCEL 2, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY, FILED JULY 31, 2017 IN BOOK 44 OF L.L.S. MAPS, AT PAGES 84 AND 85, OFFICIAL RECORDS OF SAN MATEO COUNTY

CONTAINING 77.83 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

RICHARD J. HICKENBOTTOM, LS 8654
LICENSE EXPIRES: 12/31/19

DATE 2/5/18
EXHIBIT 'A'
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT

ADJUSTED PARCEL 1
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 ADJUSTED PARCEL 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY, FILED JULY 31, 2017 IN BOOK 44 OF L.L.S. MAPS, AT PAGES 84 AND 85, OFFICIAL RECORDS OF SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID ADJUSTED PARCEL 1, SAID CORNER BEING A POINT ON THE SOUTHERLY RIGHT OF WAY OF ROUTE 84 (BAYFRONT EXPRESSWAY), AS SAID ROUTE IS SHOWN ON THAT CERTAIN CALTRANS RIGHT OF WAY MAP FOR ROUTE 84 IN THE COUNTY OF SAN MATEO ON SHEETS R-105.2 THROUGH R-105.4;

THENENCE ALONG THE NORTHERLY LINE OF SAID ADJUSTED PARCEL 1, SOUTH 63° 56' 05" EAST, 11.21 FEET;

THENENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 80° 18' 45" EAST, 367.64 FEET;

THENENCE LEAVING LAST SAID LINE, SOUTH 23° 50' 40" WEST, 369.00 FEET, SAID POINT BEING THE POINT OF CURVATURE OF A NON-TANGENT 68.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 19° 21' 49" WEST;

THENENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32° 10' 58", AN ARC DISTANCE OF 98.20 FEET;

THENENCE NORTH 53° 29' 03" WEST, 164.43 FEET;

THENENCE NORTH 64° 42' 36" WEST, 158.40 FEET TO A POINT ON WESTERLY LINE OF SAID ADJUSTED PARCEL 1, SAID POINT ALSO BEING THE SOUTHEASTERLY RIGHT OF WAY LINE OF CHILCO STREET;

THENENCE ALONG SAID WESTERLY LINE, NORTH 20° 11' 05" EAST, 238.48 FEET;

THENENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 23° 26' 23" EAST, 18.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.60 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

RICHARD J. HICKENBOTTOM, LS 8654
LICENSE EXPIRES: 12/31/19

DATE

Z:\2015\A15571-37\DOCS\SURVEY\LEGAL DESCRIPTIONS\LLA\A15571-37-LLA-ADJ PCL 1.docx
EXHIBIT 'A'
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT

ADJUSTED PARCEL 2
REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF
CALIFORNIA, BEING MORE PARTICULARLY DESCIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL 1 AND ALL OF ADJUSTED PARCEL 2, AS SAID ADJUSTED
PARCEls 1 AND 2 ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY, FILED JULY 31, 2017 IN
BOOK 44 OF L.L.S. MAPS, AT PAGES 84 AND 85, OFFICIAL RECORDS OF SAN MATEO COUNTY, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ADJUSTED PARCEL 2, SAID CORNER BEING A
POINT ON THE NORTHERLY LINE OF THE 100 FOOT WIDE SOUTHERN PACIFIC RAILROAD
DUMBARTON CUT OFF RIGHT OF WAY;

THENCE ALONG THE SOUTHERLY LINE OF SAID ADJUSTED PARCEL 2, SOUTH 86° 03' 10" WEST,
3091.29 FEET;

THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID ADJUSTED PARCEL 2 THE
FOLLOWING TWELVE (12) COURSES:

1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS
SOUTH 51° 25' 59" WEST, HAVING A RADIUS OF 231.73 FEET, THROUGH A CENTRAL ANGLE OF 53° 54'
34" FOR AN ARC LENGTH OF 218.04 FEET;
2) SOUTH 86° 03' 10" WEST, 1371.94 FEET,
3) SOUTH 23° 26' 23" WEST, 42.25 FEET,
4) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS
NORTH 01° 59' 59" WEST, HAVING A RADIUS OF 335.02 FEET, THROUGH A CENTRAL ANGLE OF 112°
10' 04" FOR AN ARC LENGTH OF 655.87 FEET,
5) NORTH 20° 11' 05" EAST, 388.11 FEET,
6) ALONG THE ARC OF A TANGENT CURVE THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH
A CENTRAL ANGLE OF 93° 36' 25" FOR AN ARC LENGTH OF 32.68 FEET,
7) SOUTH 66° 12' 30" EAST, 5.00 FEET,
8) NORTH 23° 47' 30" EAST, 30.00 FEET,
9) SOUTH 66° 12' 30" EAST, 5.64 FEET,
10) NORTH 23° 47' 30" EAST, 30.00 FEET,
11) NORTH 66° 12' 30" WEST, 5.00 FEET, AND
12) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET,
THROUGH A CENTRAL ANGLE OF 86° 23' 35" FOR AN ARC LENGTH OF 30.16 FEET;

THENCE SOUTH 64° 42' 36" EAST, 158.40 FEET;

THENCE SOUTH 53° 29' 03" EAST, 164.43 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS
NORTH 12° 49' 09" EAST, HAVING A RADIUS OF 68.00 FEET, THROUGH A CENTRAL ANGLE OF 32° 10'
58" FOR AN ARC LENGTH OF 38.20 FEET;

Z:\2015\A15571-37\DOCS\SURVEY\LEGAL DESCRIPTIONS\LLA\A15571-37-LLA-ADJ PCL 2.docx
THENCE NORTH 23° 50' 40" EAST, 369.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID ADJUSTED PARCEL 2;

THENCE ALONG THE NORTHERLY LINE OF SAID ADJUSTED PARCEL 2, SOUTH 80° 18' 45" EAST, 2131.79 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINES OF SAID ADJUSTED PARCEL 2, SOUTH 89° 38' 32" EAST, 823.77 FEET TO THE NORTHWEST CORNER OF PARCEL B, AS SAID PARCEL IS DESCRIBED IN SAID LOT LINE ADJUSTMENT NO. 13-01, RECORDED MAY 2, 2013 AS INSTRUMENT NO. 2013-0066476, AND SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID ADJUSTED PARCEL 2 THE FOLLOWING FIFTEEN (15) COURSES:

1) SOUTH 30° 06' 28" EAST, 39.45 FEET,
2) SOUTH 00° 21' 28" WEST, 40.00 FEET,
3) SOUTH 89° 38' 32" EAST, 60.00 FEET,
4) NORTH 00° 21' 28" EAST, 40.00 FEET
5) NORTH 30° 49' 24" EAST, 39.45 FEET,
6) SOUTH 89° 38' 32" EAST, 79.55 FEET,
7) SOUTH 30° 06' 28" EAST, 39.45 FEET,
8) SOUTH 89° 38' 32" EAST, 60.00 FEET,
9) NORTH 30° 49' 24" EAST, 39.45 FEET,
10) SOUTH 89° 38' 32" EAST, 1012.82 FEET,
11) SOUTH 81° 24' 30" EAST, 162.33 FEET,
12) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 81° 13' 05" FOR AN ARC LENGTH OF 63.79 FEET,
13) SOUTH 00° 11' 25" EAST, 172.13 FEET,
14) SOUTH 15° 03' 57" WEST, 107.79 FEET, AND
15) SOUTH 23° 08' 15" WEST, 111.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 77.64 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

[Signature]

RICHARD J. HICKENBOTTOM, LS 8654
LICENSE EXPIRES: 12/31/19

DATE: 2/5/18

[StateException]
Area = 7.84 AC

Adjusted Parcel 2

(doc # 2017-039051)
44 LLS 84-85
R/S No. 2960

Adjusted Parcel 1

(doc # 2017-039051)
44 LLS 84-85
R/S No. 2968

Adjusted Parcel 1

Area = 2.06 AC

Scale 1" = 100'

Route 84 (Bayfront Expressway)
EXHIBIT B

Easement Area - Legal Description
LEGAL DESCRIPTION

EXHIBIT B: PUBLIC ACCESS EASEMENT

Real property situate in the City of Menlo Park, County of San Mateo, State of California, described as follows:

Being a portion of that certain “ADJUSTED PARCEL 2,” as shown and described in that certain Approval of Lot Line Adjustment filed on March 14, 2018 as Document No. 2018-018929, Official Records of San Mateo County, more particularly described as follows:

COMMENCING at the westerly terminus of a curve on the southerly line of said “ADJUSTED PARCEL 2,” having a radius of 231.73 feet, a central angle of 53°54′34″, and arc length of 218.03 feet, from said point a radial line bears South 2°28′35″ East;

Thence easterly along said curve, through a central angle of 5°30′41″, for an arc length of 22.29 feet to the POINT OF BEGINNING said point being also the beginning of a curve to the left, having a radius of 141.36 feet, from said point a radial line bears North 20°56′24″ West;

Thence leaving said southerly line the following seventeen (17) courses:

1) Easterly along said curve, through a central angle of 1°19′05″, for an arc length of 3.25 feet to the beginning of a non-tangent curve, concave South, having a radius of 99.30 feet, from said point a radial line bears South 22°17′41″ East;

2) Easterly along said curve, through a central angle of 17°55′56″, an arc length of 31.08 feet to the beginning of a reverse curve, having a radius of 12.00 feet, from said point a radial line bears North 4°21′45″ West;

3) Northeasterly along said curve, through a central angle of 60°41′53″, an arc length of 12.71 feet to the beginning of a reverse curve, having a radius of 133.00 feet, from said point a radial line bears South 65°03′38″ East;

4) Northeasterly along said curve, through a central angle of 9°30′33″, an arc length of 22.07 feet to the beginning of a reverse curve, having a radius of 100.00 feet, from said point a radial line bears North 55°33′05″ West;

5) Northerly along said curve, through a central angle of 27°32′55″, an arc length of 48.08 feet to the beginning of a compound curve, having a radius of 222.00 feet, from said point a radial line bears North 83°06′00″ West;

6) Northerly along said curve, through a central angle of 13°03′47″, an arc length of 50.61 feet to the beginning of a compound curve, having a radius of 50.00 feet, from said point a radial line bears South 83°50′14″ West;

7) Northerly along said curve, through a central angle of 17°53′59″, an arc length of 15.62 feet to the beginning of a non-tangent curve, concave northwest, having a radius of 42.00 feet, from said point a radial line bears North 27°27′22″ West;

8) Northeasterly along said curve, through a central angle of 27°01′01″, an arc length of 19.80 feet to the beginning of a non-tangent curve, concave northwest, having a radius of 8.00 feet, from said point a radial line bears North 00°41′00″ East;

9) Northeasterly along said curve, through a central angle of 64°48′39″, an arc length of 9.05 feet to the beginning of a compound curve, having a radius of 112.00 feet, from said point a radial line bears North 64°07′40″ West;

10) Northerly along said curve, through a central angle of 52°55′14″, an arc length of 103.45 feet to the beginning of a reverse curve, having a radius of 50.00 feet, from said point a radial line bears North 62°57′06″ East;
July 25, 2019
BKF Job No: 20157064

11) Northerly along said curve, through a central angle of 52°08'16", an arc length of 45.50 feet to the beginning of a reverse curve, having a radius of 61.00 feet, from said point a radial line bears North 64°54'38" West;
12) Northerly along said curve, through a central angle of 38°49'54", an arc length of 41.34 feet;
13) North 13°44'32" West, 64.89 feet;
14) North 13°37'34" West, 245.70 feet;
15) North 79°34'49" East, 88.74 feet;
16) North 40°57'36" West, 96.53 feet;
17) North 27°54'02" East, 15.17 feet to the southerly line of Route 84, Bayfront Expressway;

Thence along said southerly line South 80°18'45" East, 17.14 feet;

Thence leaving said southerly line the following twenty-one (21) courses:

1) South 27°35'51" West, 13.56 feet;
2) South 41°17'18" East, 102.74 feet;
3) South 48°41'45" West, 12.99 feet;
4) North 40°57'36" West, 4.85 feet;
5) South 77°04'20" West, 82.60 feet;
6) South 13°38'49" East, 297.00 feet to the beginning of a curve to the right, having a radius of 62.00 feet;
7) Southerly along said curve, through a central angle of 25°03'07", an arc length of 27.11 feet to the beginning of a reverse curve, having a radius of 100.00 feet, from said point a radial line bears South 78°35'41" East;
8) Southerly along said curve, through a central angle of 33°51'57", an arc length of 59.11 feet to the beginning of a reverse curve, having a radius of 152.00 feet, from said point a radial line bears South 67°32'21" West;
9) Southerly along said curve, through a central angle of 52°38'35", an arc length of 121.28 feet to the beginning of a reverse curve, having a radius of 64.00 feet, from said point a radial line bears South 59°49'04" East;
10) Southerly along said curve, through a central angle of 50°45'55", an arc length of 56.71 feet to the beginning of a reverse curve, having a radius of 52.00 feet, from said point a radial line bears South 69°25'02" West;
11) Southerly along said curve, through a central angle of 49°39'59", an arc length of 45.08 feet;
12) South 29°05'01" West, 27.28 feet;
13) South 66°13'52" East, 1.97 feet;
14) South 34°00'19" West, 8.36 feet to the beginning of a curve to the left, having a radius of 15.00 feet;
15) Southwesterly along said curve, through a central angle of 12°36'30", an arc length of 3.30 feet to the beginning of a compound curve, having a radius of 26.00 feet, from said point a radial line bears South 68°36'12" East;
16) Southerly along said curve, through a central angle of 14°26'00", an arc length of 6.55 feet to the beginning of a compound curve, having a radius of 8.00 feet, from said point a radial line bears South 83°02'12" East;
17) Southeasterly along said curve, through a central angle of 59°53'11", an arc length of 8.36 feet;
18) South 52°55'24" East, 8.76 feet to the beginning of a curve to the right, having a radius of 107.00 feet;
July 25, 2019
BKF Job No: 20157064

19) Southeasterly along said curve, through a central angle of 10°49'36", an arc length of 20.22 feet to the beginning of a reverse curve, having a radius of 88.00 feet, from said point a radial line bears North 47°54'12" East;

20) Southeasterly along said curve, through a central angle of 14°01'48", an arc length of 21.55 feet to the beginning of a reverse curve, having a radius of 97.00 feet, from said point a radial line bears South 33°52'24" West;

21) Southeasterly along said curve, through a central angle of 18°16'46", an arc length of 30.95 feet to a point on the southerly line of said "ADJUSTED PARCEL 2" being also the beginning of a non-tangent curve, concave south, having a radius of 231.73 feet, from said point a radial line bears South 40°49'43" West;

Hence westerly along said curve, through a central angle of 37°47'37", an arc length of 152.86 feet to the POINT OFBEGINNING.

Containing an area of 16,161 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as "Exhibit C."

For: BKF Engineers

[Signature]

Dave Thresh, P.L.S. No. 6868

[Signature]

Dated

7-25-2019

[Seal]

State of California

LICENSED LAND SURVEYOR

No. 6868

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

Page 3 of 3
EXHIBIT C

Easement Area – Plat to Accompany Legal Description