RECORDING REQUESTED
BY Menlo El Camino LLC
220 Elena Avenue
Atherton, CA 94027

WHEN RECORDED MAIL TO
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: City Clerk

DOCUMENTARY TRANSFER TAX: $0- NO APPARENT VALUE
"NO FEE REQUIRED" (GOVERNMENT CODE SECTION 6103 & 27383)
Recorded for the benefit of the City of Menlo Park.

Public Access Easement

Menlo El Camino, LLC, (hereinafter "Grantor") is the owner of certain real property situated in the City of Menlo Park, County of San Mateo, California, commonly known as 1285 El Camino, Menlo Park CA and more particularly described in Exhibit A and B attached hereto and incorporated herein. Real,

Grant of Easement

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to the City of Menlo Park, a municipal corporation, in the County of San Mateo, State of California ("Grantee") a nonexclusive easement and right-of-way (including the right of ingress and egress) over, under and across a portion of the Menlo El Camino LLC Property (the "Easement Area") described and shown in Exhibits A and 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.

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 (subject, however, to the terms of the preceding paragraphs).

**Indemnities**

Grantor shall indemnify and save harmless Grantee, its officials, agents, employees, successors and assigns, from and against any and all loss, damage, liability, 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.

Grantee shall indemnify and save harmless Grantor, its trustees, officers, agents, employees, successors and assigns, from and against any and all loss, damage, liability, 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 Grantee or its agents, employees or contractors (but not including the exercise by any member of the public who is not an agent, employee or contractor of Grantee) of any right expressly or impliedly granted herein, except those arising by reason of the negligence or willful misconduct of Grantor, including its agents, contractors and employees. Nothing herein shall be deemed to require Grantee to indemnify Grantor or any other person from any claim or liability for which Grantee has immunity pursuant to the California Government Code; however, for the sake of clarity, the Easement shall be considered "property of a public entity" and "public property" as defined in California Government Code section 830 et seq.

**Transfer of Menlo El Camino LLC Property**

This Public Access Easement shall run with the title to the land and any portion thereof. Grantor further agrees whenever the Menlo El Camino LLC Property or any portion thereof is held, sold, conveyed or otherwise transferred, it shall be subject to this Public Access Easement which shall apply to, bind and be obligatory to all present and subsequent owners of the Menlo El Camino LLC Property or any portion thereof. Upon the transfer of the Menlo El Camino LLC 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 Tenant'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 Menlo El Camino LLC Property.
Dated: 8/13/15

Menlo El Camino LLC

By: Mohammad Mortazavi
    Managing Director

City Of Menlo Park

By: Alex D. McIntyre
    City Manager

Approved as to form:

City Attorney

ATTEST

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 September 1, 2016 before me, Pamela I. Aguilar, Notary Public
(insert name and title of the officer)

personally appeared Alex D. McIntyre, 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 of Notary Public

(Seal)
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 CA
County of SAN MATEO
On 8/3/14 before me, Bernadette Suico, Notary Public, (here insert name and title of the officer)
personally appeared Mohammad Mortazavi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature)

(Seal)
EXHIBIT “A”
LEGAL DESCRIPTION

PUBLIC ACCESS EASEMENT
1283-1285 EL CAMINO REAL, MENLO PARK, CA. 94025

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF MENLO PARK, COUNTY
OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOTS 4 AND 6 IN BLOCK A AS SHOWN ON THAT CERTAIN MAP
ENTITLED, "PARAISO PARK, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY ON NOVEMBER 15, 1921 IN BOOK 10 OF
MAPS AT PAGES 50 AND 51, AND SAID PORTION ALSO BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY CORNER COMMON TO SAID LOTS 4 AND 6;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4, NORTH 58°11’00” WEST,
103.43 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTH 33°34’00” EAST,
176.66 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY
LINE OF EL CAMINO REAL, 100.00 FEET WIDE, SAID POINT OF INTERSECTION ALSO BEING
THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 58°11’00”
EAST, 103.43 FEET TO THE PROPERTY LINE COMMON TO SAID LOTS 4 AND 6; THENCE
CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 58°11’00” EAST, 51.71 FEET;
THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 33°34’00” WEST, 4.00 FEET; THENCE
PARALLEL TO SAID RIGHT OF WAY LINE, NORTH 58°11’00” WEST, 51.71 FEET TO SAID
PROPERTY LINE COMMON TO SAID LOTS 4 AND 6; THENCE CONTINUING PARALLEL TO
SAID RIGHT OF WAY LINE, NORTH 58°11’00” WEST, 103.43 FEET; THENCE NORTH 33°34’00”
EAST, 4.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 621 SQUARE FEET OF LAND, MORE OR LESS.

THE ABOVE LEGAL DESCRIPTION IS SHOWN ON THE ATTACHED EXHIBIT "B" AND BY
REFERENCE HERETO MADE A PART HEREOF.

LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:

[Signature]
ANDREW K. HOLMES P.L.S. 4428
LIC. EXPIRES 09/30/17

09-1613 legal
Page 1 of 2
Parcel name: PAE

North: 4523.7747  East : 11647.9703
Line Course: N 33-34-00 E  Length: 4.00
   North: 4527.1077  East : 11650.1819
Line Course: N 58-11-00 W  Length: 155.14
   North: 4608.8979  East : 11518.3533
Line Course: S 33-34-00 W  Length: 4.00
   North: 4605.5650  East : 11516.1417
Line Course: S 58-11-00 E  Length: 155.14
   North: 4523.7747  East : 11647.9703

Perimeter: 318.28  Area: 621 sq.ft.  0.01 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000  Course: S 90-00-00 E
Error North: 0.00000  East : 0.00000
Precision 1: 318,280,000.00