RECORDING REQUESTED BY

LIVE OAK LYTTON, LLC
c/o The Minkoff Group
6272 Virgo Road
Oakland, California 94611

AND WHEN RECORDED RETURN TO:

City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
Attn: City Clerk

The undersigned declares this instrument to be exempt from Recording Fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev. & Tax. Code §11922).

<table>
<thead>
<tr>
<th>PUBLIC ACCESS EASEMENT</th>
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<tr>
<td>Live Oak Lytton, LLC, a Delaware Limited Liability Company, (hereinafter &quot;Grantor&quot;) is the owner of a leasehold interest in that certain real property situated in the City of Menlo Park, County of San Mateo, California (hereinafter &quot;Grantee&quot;), commonly known as 650-660 Live Oak Avenue, Menlo Park, CA APN: 071-288-550 and 071-288-290 (hereafter referred to as the &quot;Servient Tenement&quot;) and more particularly described in Exhibit A attached hereto and incorporated herein.</td>
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<th>GRANT OF EASEMENT</th>
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<td>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 (&quot;Grantee&quot;) a nonexclusive easement and right of way (including the right of way ingress and egress) (the &quot;Easement&quot;) over and across a portion of the Servient Tenement described in Exhibit B and shown on Exhibit C (the &quot;Easement Area&quot;), attached hereto and incorporated herein by this reference.</td>
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<th>TERM</th>
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<td>The Easement is granted in perpetuity.</td>
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<th>MAINTENANCE</th>
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<td>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 Menlo Park Municipal Code Title 13 or to the extent not specified in Title 13.</td>
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<tr>
<th>NONEXCLUSIVE EASEMENT</th>
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<td>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.</td>
</tr>
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</table>
Grantor reserves to itself the continued use of the Easement Area consistent with the terms of the preceding paragraph. Granter 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).

INDEMNIFICATION

Granter shall indemnify and save harmless Grantee, its officials, agents, employees, successors and assigns, from and against 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 person and damage to or loss of property arising of the exercise by Granter 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 Granter, 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 Granter, including its agents, contractors and employees. Nothing herein shall be deemed to require Grantee to indemnify Granter 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 SERVIENT TENEMENT

This Public Access Easement shall run with the title to the land and any portion thereof. Granter further agrees whenever the Servient Tenement 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 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 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 Servient Tenement.

Attachments:

Exhibit A Legal Description of the Property
Exhibit B Legal Description of Easement Area
Exhibit C Plat of the Easement Area

SIGNATURES

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

LIVE OAK LYTON, LLC,
a Delaware limited liability company

By: Kenson Group, LLC, a California limited Liability company

Signature

Pamela P.S. Fong, its Manager
Name

Date

CITY OF MENLO PARK:

Signature

Alex D. McIntyre, City Manager
Name

Date

ATTEST:

Signature

Glen J. Curtin, Interim City Clerk
Judi A. Herren, City Clerk
Name

Date
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

On \( \text{March 1st, 2018} \) before me, \( \text{Kelly L. Berbel, Notary Public} \) (insert name and title of the officer)

personally appeared \( \text{Pamela P. S. Fung} \), 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 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 \( \text{Kelly L. Berbel} \) (Seal)
Exhibit A

Legal Description of the Property

The land referred to is situated in the County of San Mateo, City of Menlo Park, State of California, and is described as follows:

PARCEL ONE:

Portion of Lot 12, as designated on the map entitled “Referees Partition Map of Property at Menlo, San Mateo County, California,” showing the Division thereof among the respective owners as divided and allotted by the Referees in the Partition Suit entitled “Kate Johnson Estate Company et al vs. Clara Turnbull et al”, Superior Court of the City and County of San Francisco, State of California”, which map was filed in the Office of the Recorder of the County of San Mateo, State of California on February 26, 1907 in Book 135 of Deeds, Pages 62 and 63, more particularly described as follows:

Beginning at a point on the Northwesterly line of Live Oak Street, distant thereon 305.99 feet Southwesterly from the intersection of the Southwesterly line of the Marin County Road with the Northwesterly line of Live Oak Street, as said street and road are shown on the map above mentioned; said point of beginning being the dividing line between Lots 11 and 12, as shown on the aforesaid map; thence South 33° 23' West 46.00 feet, along said line of Live Oak Street; thence North 56° 37' West 169.2 feet; thence North 33° 23' East and parallel with the Northwesterly line of Live Oak Street 46.00 feet to the dividing line between Lots 11 and 12; thence South 56° 37' East along the dividing line between Lots 11 and 12, 169.2 feet to the point of beginning.

APN: 071-288-290 (Affects Parcel One)
071-288-550 (Affects Parcels Two and Three)

Property address: 650-660 Live Oak Avenue, Menlo Park, California

PARCEL TWO:

Portion of Lot 11, as designated on the map entitled “Referees Partition Map of Property at Menlo, San Mateo County, California”, which map was filed in the Office of the Recorder of the County of San Mateo, State of California on February 26, 1907 in Book of 135 of Deeds at Page 62 and copied into Book 19 of Maps at Page 20, and more particularly described as follows:

Beginning at a point on the Northwesterly line of Live Oak Avenue; distant thereon Southwesterly 214.72 feet from the intersection of said line of Live Oak Avenue with the Southwesterly line of El Camino Real, as shown on said map, running thence Southwesterly along said line of Live Oak Avenue 91.27 feet; thence Northwesterly along the Southwesterly line of Lot 11 above referred to 169.4 feet; thence at right angles Northeasterly 91.27 feet to the Northeasterly line of Lot 11; thence Southeasterly 169.4 feet to the point of beginning.

PARCEL THREE:

Being a portion of Subdivision No. 10, as same is designated on the map entitled “Partition Map in the Suit of Kate Johnson Estate Company et al vs. Clara Turnbull et al”, which map was filed in the Office of the Recorder of the County of San Mateo, State of California on February 26, 1907 in Liber 135 of Deeds at Page 45 and following said map being on Pages 62 and 63. Beginning at a point on the Northwest line of Live Oak Street distant thereon 173.45 feet from the intersection of the Northwest line of Live Oak Street with the Southwest line of the Main County Road, which extends from the City and County of San Francisco to the City of San Jose, through the Town of Menlo Park as said road existed prior to the widening thereof; thence North 56° 37' West 169.2 feet; thence South 33° 23' West 41.27 feet; thence South 56° 37' East 169.2 feet to the Northwest line of Live Oak Street; thence North 33° 23' East along said line of Live Oak Street 41.27 feet more or less to the point of beginning.

APN: 071-288-290 (Affects Parcel One)
071-288-550 (Affects Parcels Two and Three)

Property address: 650-660 Live Oak Avenue, Menlo Park, California
EXHIBIT “B”

Legal Description of the Easement Area

for Public Access Easement

An easement, for the purpose of Pedestrian Access, over that certain real property situate in the City of Menlo Park, County of San Mateo, State of California, and being a portion of that certain parcel of land described in Grant Deed Document Number 85075887, recorded July 23, 1985, San Mateo County Records, and being also a portion of that certain parcel of land described in Grant Deed Document Number 92215764, recorded December 29, 1992, San Mateo County Records, more particularly described as follows:

BEGINNING at the southeasterly most corner of lands described in aforementioned Document Number 85075887;

THENCE, northwesterly along the southwesterly line of said lands, North 56°37'00” West 49.53 feet;

THENCE, at right angles and parallel with the northwesterly line of Live Oak Avenue, North 33°23'00” East 48.27 feet,

THENCE, at right angles perpendicular with the northwesterly line of Live Oak Avenue South 56°37'00” East, 48.03 feet to a point lying 1.50 feet northwesterly of said Live Oak Avenue;

THENCE, at right angles and parallel with the northwesterly line of Live Oak Avenue, North 33°23'00” East 130.27 feet to the northeasterly line of lands described in Document Number 92215764;

THENCE, at right angles southeasterly along the northeasterly line of said lands, South 56°37'00” East 1.50 feet, to the northwesterly line of Live Oak Avenue;

THENCE, at right angles southwesterly along the northwesterly line of Live Oak Avenue, South 33°23'00” West 178.54 feet, to the POINT OF BEGINNING.

Said Easement containing 2586 Square Feet, more or less, and being graphically depicted on the attached Exhibit “C” which by mention hereby is made a part hereof.

This description was prepared by me or under my direction in accordance with the requirements of the California Professional Land Surveyors Act.

Kelly S. Johnson, PLS 9126  March 16, 2018
EXHIBIT C  PLAT OF THE EASEMENT AREA

TO ACCOMPANY LEGAL DESCRIPTION

SCALE
0 6 12 18 24 30
( IN FEET )
1 inch = 30 ft.

650 LIVE OAK AVE
APN: 071-288-550
DOC: 92215764

scale: 1" = 30 ft

N33°23'00"E 130.27'  
S33°23'00"W 178.54'

660 LIVE OAK AVE
APN: 071-288-290
DOC: 85075887

P.A.E. AREA = 2586± SQ FT

P.B.

N56°37'00"W 49.53'

670 LIVE OAK AVE
APN: 071-288-300

LEGEND

EASEMENT LINE
PROPERTY LINE
POINT OF BEGINNING
PUBLIC ACCESS EASEMENT

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