PUBLIC ACCESS EASEMENT

Janet LaRochelle and Janet Rasmussen, successor trustees of the Robert W. Armstrong Revocable Trust dated June 15, 1984 (hereinafter, collectively “Grantor”) is the owner of certain real property situated in the City of Menlo Park, County of San Mateo, California, and more commonly known as 1010-1026 Alma Street, Menlo Park, California Assessor Parcel Number 061-412-450 (hereafter referred to as the “Property”).

Grant of Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged and approved, Grantor hereby grants to the City of Menlo Park, a municipal corporation, in the County of San Mateo, State of California (hereinafter, “Grantee”) a nonexclusive easement and right-of-way (including the right of ingress and egress) over, under, and across a portion of the Property (the “Easement Area”) described and shown in Exhibit A and Exhibit B, attached hereto and incorporated herein by this reference, for purposes of public access (the “Easement”). The Easement is granted subject to the terms of this agreement (“Easement Agreement”), including without limitation the reservations set forth below. Any and all individuals using the Easement shall do so in accordance with any reasonable rules and regulations promulgated by Grantor (and/or its successors and assigns) as approved by Grantee and in a manner that is consistent with the use of other sidewalks, pedestrian walkways, bicycle paths, and plaza areas owned by Grantee. Grantor (and its successors and assigns) reserves the right to amend such rules and regulations from time-to-time subject to the approval of Grantee.

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 and bicycle path 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, consistent with the maintenance of other sidewalks, pedestrian walkways and bicycle paths maintained by the City within the City of Menlo Park.

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 immediately 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 City, 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. 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 or 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 Property

This Easement Agreement shall run with the land and any portion thereof, and its terms shall extend to, bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Upon the transfer of the 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 all obligations and liability hereunder arising on or after the effective date of such transfer.

Miscellaneous

In any action at law or in equity, including any actions seeking declaratory relief, arising from or related to the enforcement of any of the provisions or rights under this Easement Agreement, the unsuccessful party, as determined by the court in a final judgment or decree, shall pay the successful party all costs, expenses and reasonable attorney's fees incurred by the successful party. This Easement Agreement and the exhibits hereto constitute the complete and final agreement between the parties hereto and supersede all prior correspondence, memorandum or agreement between the parties relating to the subject matter thereof. The terms of this Easement Agreement may not be modified or amended except by a written instrument executed by Grantor and Grantee. If any term or provision of this Easement Agreement shall be held invalid or unenforceable the remaining terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. This Easement Agreement may be executed in counterparts each of which shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

[Signature Page Follows]
IN WITNESS WHEREOF, Grantor and Grantee have hereto set their signatures as of 1-17-17, 2017

GRANTOR

By: [Signature]
Janet LaRochelle, successor trustee of the Robert W. Armstrong Revocable Trust, dated June 15, 1984

By: [Signature]
Janet Rasmussen, successor trustee of the Robert W. Armstrong Revocable Trust, dated June 15, 1984

GRANTEE

City of Menlo Park
a California municipality

By: [Signature]
Alex D. McIntyre
City Manager

APPROVED AS TO FORM:

By: [Signature]
Eric S. Phillips
Contract City Attorney
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 [date] before me, [Notary Public's name], personally appeared [signer's name], 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]

[Date attested: Grant & Barnum]
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 __________________ before me, Janet Lopate, Notary Public personally appeared __________________, 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 __________________________

Notary Public, State of California

Janet Lopate

Signature

Notary Public, State of California
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 February 21, 2017 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 Pamela I. Aguilar (Seal)

PAMELA I. AGUILAR
COMM. #2050114
NOTARY PUBLIC • CALIFORNIA
SAN MATEO COUNTY
My commission expires November 25, 2017
CERTIFICATE OF ACCEPTANCE

This to certify that the interest in real property conveyed by the foregoing deed, grant or other instrument dated January 17, 2017, from Janet LaRochelle and Janet Rasmussen, successor trustees of the Robert W. Armstrong Revocable Trust 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. 6362, adopted on January 10, 2017, and said City consents to recordation thereof.

Dated ________________, 2017

CITY OF MENLO PARK

By: ________________________
City Manager

ATTEST:

________________________________
City Clerk
RESOLUTION NO. 6362

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
ACCEPTING A PUBLIC ACCESS EASEMENT FROM JANET
LAROCHELLE AND JANET RASMUSSEN, SUCCESSOR TRUSTEES OF
THE ROBERT W. ARMSTRONG REVOCABLE TRUST (1010 ALMA STREET)

WHEREAS, the City of Menlo Park, acting by and through its City Council, having
considered and been fully advised in the matter and good cause appearing therefor,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Menlo Park
that the City Council does hereby accept the public access easement from Janet
LaRochelle and Janet Rasmussen, successor trustees of the Robert W. Armstrong
Revocable Trust (1010 Alma Street) as shown in Exhibits A and B; and

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to sign
agreements for said easement.

I, PAMELA AGUILAR, City Clerk of the City of Menlo Park, do hereby certify that the
above and foregoing Resolution was duly and regularly passed and adopted at a
meeting by said Council on this tenth day of January, 2017, by the following votes:

AYES: Carlton, Keith, Mueller, Ohtaki
NOES: None
ABSENT: Cline
ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of
said City on this tenth day of January, 2017.

Pamela Aguilar, CMC
City Clerk
EXHIBIT "A"
LEGAL DESCRIPTION
FOR PUBLIC ACCESS EASEMENT

An easement over that certain real property in the City of Menlo Park, County of San Mateo, State of California, described as follows:

BEGINNING at the southeast corner of Lot 27 as shown on that certain Lot Merger filed for record on November 24, 2015, Document Number: 2015-124671, San Mateo County Records;

THENCE, northwesterly along the northeasterly line of Alma Street as shown on said Document, North 51°56'00" West, 250.00 feet to the most westerly corner of Lot 31, as shown on said Document;

THENCE, northeasterly along the northwesterly line of said Lot 31 North 38°04'00" East, 51.21 feet;

THENCE, southeasterly South 51°56'00" East, 53.75 feet;

THENCE, southerly South 38°04'00" West, 19.29 feet;

THENCE, southeasterly South 51°56'00" East, 24.61 feet;

THENCE, southwesterly South 38°04'00" West, 21.92 feet;

THENCE, southeasterly, South 51°56'00" East, 135.11 feet;

THENCE, northeasterly North 38°04'00" East, 21.11 feet;

THENCE, southeasterly South 51°56'00" East, 36.52 feet to a point on the southeasterly line of said Lot 27;

THENCE, southwesterly along last said line, South 38°04'00" West, 31.11 feet to the POINT OF BEGINNING.

The described area containing 6,026 square feet more or less, and being a portion of Lots 27 through 31 as shown on said Document.

The above described area is shown on the accompanying plat, labeled Exhibit "B" attached hereto and made a part hereof.

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

Andrew S. Chafer, PLS 8005
Segment #1: Line  
Course: N51°56'00"W  Length: 250.00'

Segment #2: Line  
Course: N38°04'00"E  Length: 51.21'

Segment #3: Line  
Course: S51°56'00"E  Length: 53.75'

Segment #4: Line  
Course: S38°04'00"W  Length: 19.29'

Segment #5: Line  
Course: S51°56'00"E  Length: 24.61'

Segment #6: Line  
Course: S38°04'00"W  Length: 21.92'

Segment #7: Line  
Course: S51°56'00"E  Length: 135.11'
Segment #8 : Line

Course: N38°04'00"E   Length: 21.11'

Segment #9 : Line

Course: S51°56'00"E   Length: 36.52'

Segment #10 : Line

Course: S38°04'00"W   Length: 31.11'

Perimeter: 644.65'   Area: 6025.65 Sq. Ft.

Error Closure: 

Error North: 0.00617 East: -0.00787

Precision 1: 64463.00
**AGREEMENT COVER SHEET**

City Manager's Office  
701 Laurel Street, Menlo Park, CA 94025  
tel 650-330-6620

<table>
<thead>
<tr>
<th>Project Manager: Ebby Sohrabi</th>
<th>Department: Public Works</th>
<th>Date: 1/27/2017</th>
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- **Time Sensitive**  
- **New Agreement**  
- **Attest Only**  
- **Amendment**  
  Choose an item.

First Party: Hillspire, LLC  
Type of Agreement: Public Access Easement

**Agreement or Project Title:** Grant Public Access Easement – 1010 Alma

**Purpose:**
Grant public access easement

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<th>Agreement Amount: $ 0</th>
<th>Begin Date: 1/10/2017</th>
<th>End Date: [Click here to enter a date]</th>
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<tr>
<td>Approved Budget: $</td>
<td>Budgeted YR:</td>
<td>Available Budget: $</td>
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</tbody>
</table>

**Account/Funding:**

**Required Approval:**
- [ ] Department  
- [X] City Manager  
- [ ] City Council

**Language Modifications**  
- [ ] Approved by City Attorney

**Summary of Modifications:**

**Attachments:**
- [X] Two (2) Copies of Agreement  
- [X] Staff Report 17-003-CC  
- [ ] Prior Agreement/Amendments(s) for reference  
- [ ] PO/Check Req

**Approval:** Ebby Sohrabi

**Routing:** Department, City Clerk, City Attorney, Finance, (City Manager), City Clerk, Department

Revised 20160829