PUBLIC SERVICE EASEMENT AT 1000 EL CAMINO REAL, MENLO PARK, CA

MPOC INVESTORS, LLC, a California limited liability company, (hereinafter “Grantor”) is the Ground Lessee of certain real property situated in the City of Menlo Park, a municipal corporation, in the County of San Mateo, California (hereinafter “Grantee”), commonly known as 1000 El Camino Real, Menlo Park, CA APN: 061-443010 (hereafter referred to as the “Servient Tenement”) 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 the Grantee a nonexclusive easement and right-of-way (“Easement”), including the right of way ingress and egress, over and across a portion of the Public Service Easement (“PSE”) which is more particularly described and shown in Exhibit B, attached hereto and incorporated herein by this reference.

TERM

The Easement is granted for the Term of Grantor’s Ground Lease.

MAINTENANCE

Grantor is responsible to keep the PSE free from buildings and structures of any kind, except where applicable utility structures and appurtenances thereto, lawful fences and lawful unsupported overhangs.

NONEXCLUSIVE EASEMENT

The Easement is nonexclusive. Grantor retains the right to make any use of the PSE, including the right to grant concurrent easements on, over, or under the PSE 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 PSE 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 PSE, and to all future encroachments of utilities and improvements constructed or installed on or around the PSE, provided such encroachments do not unreasonably interfere with Grantee's and the public's use and enjoyment of the 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 Grantor's leasehold interest in 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
Exhibit B
Legal Description of the Property
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]

Name: Duncan L. Matteson, Jr.

MPOC Investors, LLC

APPROVED AS TO FORM:

[Signature]

William L. McClure, City Attorney

CITY OF MENLO PARK:

[Signature]

Justin I. C. Murphy, Deputy City Manager

ATTEST:

[Signature]

Judi A. Herren, City Clerk

Date: July 16, 2019

Date: 8/7/19

Date: 8/6/19

Date: 8/8/19
CERTIFICATE OF ACCEPTANCE

This to certify that the interest in real property conveyed by the foregoing deed, grant or other instrument dated July 16, 2019, from HPC Investors 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 8-8-2019

CITY OF MENLO PARK:

Starla Jerome-Robinson, City Manager

ATTEST:

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 ______________________ before me, ______________ (insert name and title of the officer)

personally appeared ________________ (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 (Seal)
State of California  
County of San Mateo County  

On August 8th, 2019 before me, Nancy Melgar, Notary Public, personally appeared, Justin I. C. Murphy, 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.

Nancy Melgar  
Notary Public, San Mateo County  
Commission #2284765  
Expires 05-07-2023
EXHIBIT A
LEGAL DESCRIPTION
PUBLIC SERVICE EASEMENT

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

Being a 2.00 foot wide strip of land within Parcel 1 as shown on that certain Parcel Map filed on February 17, 1981 in Book 50 of Parcel Maps at Page 90, in the Office of the County Recorder of San Mateo County, more particularly described as follows:

COMMENCING at the intersection of the centerline of El Camino Real and Ravenswood Avenue as said streets are shown on said Parcel Map (50 PM 90);

Thence along the centerline of Ravenswood Avenue, North 37°17’39” East, 48.62 feet to the beginning of a tangent curve to the right having a radius of 480.00 feet;

Thence along said tangent curve through a central angle of 0°10’07” for an arc length of 1.41 feet to the intersection of said centerline with the northwesterly extension of the southwesterly line of said Parcel 1;

Thence southeasterly along said northwesterly extension South 54°31’06” East, 182.84 feet to an angle point in the southwesterly line of said Parcel 1, said point being also the TRUE POINT OF BEGINNING;

Thence along said southwesterly line North 35°25’09” East, 2.00 feet;

Thence leaving said southwesterly line South 54°31’06” East, 176.16 feet;

Thence South 35°28’54” West, 2.00 feet to said southwesterly line;

Thence North 54°31’06” West, 176.16 feet to the TRUE POINT OF BEGINNING.

Containing an area of 352 square feet more or less.

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

For: BKF Engineers

Davis Thresh, P.L.S. No. 6868
Dated 6-5-2019

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

PM = BOOK AND PAGE OF PARCEL MAPS
POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING

--- = CENTERLINE
--- = DESCRIBED EASEMENT
--- = LOT LINE

BASIS OF BEARINGS

SOUTH 54°31'06" EAST, BEING THE NORTHEASTERLY LINE OF EL CAMINO REAL, SHOWN AS "N58°30'00"W" ON THAT CERTAIN PARCEL MAP FILED ON FEBRUARY 17, 1981 IN BOOK 50 OF PARCEL MAPS AT PAGE 90, IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY.