

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL I:

UNIT NO. 206, AS SHOWN ON THAT CERTAIN CONDOMINIUM PLAN (THE "PLAN") ATTACHED AS EXHIBIT "A" TO THE DOCUMENT ENTITLED, "MENLO SQUARE ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP" (THE "DECLARATION"), RECORDED MAY 2, 2002 AS INSTRUMENT NO. 2002-086708, OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM, THE FOLLOWING:

- A) ANY PORTION OF THE RESIDENTIAL CONDOMINIUM COMMON AREA LYING WITHIN SAID UNIT; AND
- B) EASEMENTS THROUGH SAID UNIT, APPURTENANT TO THE RESIDENTIAL CONDOMINIUM COMMON AREA AND ALL OTHER RESIDENTIAL UNITS, FOR SUPPORT AND REPAIR OF THE RESIDENTIAL CONDOMINIUM COMMON AREA AND ALL OTHER RESIDENTIAL UNITS; AND
- C) EASEMENTS, APPURTENANT TO THE RESIDENTIAL CONDOMINIUM COMMON AREA, FOR ENCROACHMENT UPON THE AIR SPACE OF THE UNIT BY THOSE PORTIONS OF THE RESIDENTIAL CONDOMINIUM COMMON AREA LOCATED WITHIN THE UNIT.

PARCEL II:

AN UNDIVIDED 1/25TH INTEREST AS TENANTS IN COMMON IN AND TO THE RESIDENTIAL CONDOMINIUM COMMON AREA AS DEFINED IN SECTION 1.34 OF THE "DECLARATION" AND LOCATED WITHIN LOT 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "FINAL MAP OAK GROVE & MERRILL FOR CONDOMINIUM PURPOSES BEING A SUBDIVISION OF A PORTION OF LOTS 188 AND 189 "PLAT OF THE LANDS OF MENLO PARK VILLA ASSOCIATION, SOUTHERN PORTION OF PULGAS RANCHO, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON SEPTEMBER 14, 1863 IN BOOK "C" OF ORIGINAL MAPS AT PAGE 6 AND COPIED INTO BOOK 2 OF MAPS AT PAGE 40 AND BEING DESCRIBED IN THE DEED RECORDED AS FILE NO. 2000-027055 OF OFFICIAL RECORDS OF SAN MATEO COUNTY, CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MAY 2, 2002 IN BOOK 132 OF MAPS AT PAGES 1 THROUGH 15, INCLUSIVE (THE "MAP").

EXCEPTING THEREFROM, THE FOLLOWING:

- A) UNITS 101 THROUGH 108, 201 THROUGH 209, AND 301 THROUGH 309, AS SHOWN ON THE "PLAN"; AND
- B) NON-EXCLUSIVE EASEMENTS APPURTENANT TO ALL RESIDENTIAL UNITS FOR INGRESS, EGRESS AND UTILITIES; AND
- C) EXCLUSIVE EASEMENTS DESIGNATED AS "RESTRICTED COMMON AREA - RESIDENTIAL CONDOMINIUM AREA", AS DEFINED IN SECTION 2.2E OF THE "PLAN"; AND
- D) EXCLUSIVE EASEMENTS DESIGNATED AS "RESTRICTED COMMON AREA - ASSOCIATION COMMON AREA", AS DEFINED IN SECTION 2.2F OF THE "PLAN".

PARCEL III:

NON-EXCLUSIVE EASEMENT(S) FOR USE AND ENJOYMENT, UTILITIES, SUPPORT AND REPAIR OVER THE RESIDENTIAL CONDOMINIUM COMMON AREA AS SHOWN ON THE "MAP" AND AS FURTHER DEFINED IN THE "PLAN".

PARCEL IV:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE ASSOCIATION COMMON AREA, INCLUDING THE AREAS DESIGNATED ASSOCIATION COMMON AREA - COMMERCIAL, PURSUANT TO SECTION 2.12 OF THE "PLAN".

PARCEL V:

EXCLUSIVE EASEMENT(S) FOR USE AND ENJOYMENT OF THOSE PORTIONS OF THE RESTRICTED COMMON AREA APPURTENANT TO PARCEL I ABOVE, AS SHOWN ON THE "MAP" AND AS DEFINED IN SECTION 2.2E OF THE "PLAN".

PARCEL VI:

EXCLUSIVE EASEMENT(S) FOR USE AND ENJOYMENT OF THOSE PORTIONS OF THE RESTRICTED COMMON AREA APPURTENANT TO PARCEL I ABOVE, AS SHOWN ON THE "MAP" AND AS DEFINED IN SECTION 2.2F OF THE "PLAN", DESIGNATED AS FOLLOWS:

- A) PARKING SPACE(S): PR-25 AND PR-28; AND
- B) STORAGE SPACE(S): STR-19.

APN: 114-090-140, JPN: 132-001-000-0206T

**ALMA STREET BICYCLE BRIDGE
MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into on [REDACTED] by and between the CITY OF PALO ALTO, a chartered city and a municipal corporation duly organized and existing under the laws of the State of California ("Palo Alto") and CITY OF MENLO PARK, a municipal corporation duly organized and existing under the laws of the State of California ("Menlo Park").

RECITALS:

WHEREAS, a bicycle and pedestrian bridge ("Bridge") which connects Alma Street in the city of Palo Alto with Alma Street in the city of Menlo Park, will be constructed and improved over San Francisquito Creek; and

WHEREAS, the parties desire to share in equal amounts, the costs of repairing and maintaining the Bridge, which lies, in part, in each of the cities; and

WHEREAS, Palo Alto will undertake on the behalf of the parties the performance of all repair and maintenance work to the Bridge;

NOW, THEREFORE, in consideration of the following covenants, agreements, terms, and conditions, the parties agree:

1. TERM. The term of this Agreement shall commence upon its execution by the parties, and shall continue for so long as Palo Alto and Menlo Park or their successors jointly own and maintain the Bridge.

2. LICENSE TO ENTER. Menlo Park hereby grants Palo Alto, its officers, employees, agents and representatives the right to use the Menlo Park streets for ingress and egress and to enter onto, over, and across the public property of Menlo Park for purposes of performing its obligations and exercising all rights, express or implied, under this Agreement.

3. GENERAL OBLIGATION OF PALO ALTO. Palo Alto shall maintain and repair or cause to be maintained and repaired the Bridge. The maintenance and repair activities shall consist of all reasonably necessary janitorial services, site inspection services, lighting fixtures replacement services, bridge parts replacement services, including, without limitation: (a) keeping the Bridge clean and free of all garbage, trash, and debris; (b) replacing all lighting fixtures, including light bulbs and ballasts, which are damaged or missing, or are defective, within a reasonable time after Palo Alto has obtained knowledge of damage to, defect in, or absence from, the Bridge, or part thereof; (c) inspecting the Bridge and repairing or replacing any damaged or defective parts within a reasonable time; and (d) removing graffiti. Maintenance shall be performed in accordance with a time schedule established

by Palo Alto to the extent Palo Alto acting in its sole discretion determines that it is practicable and feasible to establish such schedule.

4. GENERAL OBLIGATION OF MENLO PARK. Menlo Park shall inform Palo Alto's Public Works Department, Operations Division, telephone number 496-6974 in a timely manner of the necessity for the performance of maintenance of, or repairs or other services to, any portion of the Bridge which lies in the city limits of Menlo Park to the extent Menlo Park has actual knowledge of any condition of the Bridge which requires the prompt attention of Palo Alto.

5. SHARING OF COSTS. Menlo Park shall reimburse Palo Alto for one-half of all costs and expenses in connection with the repair, maintenance and operation of the Bridge, including electricity charges for bridge lighting actually incurred by Palo Alto within thirty (30) days of its receipt of a bill from Palo Alto for same. Palo Alto shall prepare an annual statement of the actual costs and submit the bill to Menlo Park by September 30 of each year for the costs incurred during the immediately preceding fiscal year, July 1 to June 30.

6. WAIVER AND RELEASE. Neither party nor any of its council members, officers, employees, agents or representatives shall be liable to the other party, or its successor or assign, for any damage, loss, or liability, arising in connection with the ownership, operation, construction, maintenance or repair of the Bridge, excepting those obligations imposed solely on a party under this Agreement. Each party hereby waives and releases any and all claims or causes of action which it may assert against the other party, its council members, officers, employees, or agents, excepting those obligations imposed solely on a party under this Agreement, and excepting any claim based on the sole negligent acts or omissions of a party, its officers, employees, or agents.

7. INDEMNIFICATION. A party shall indemnify, defend, and hold harmless, the other party, its council members, officers, employees, and agents, from and against any and all liability, losses, damages, claims, costs, and expenses, for injury or damage to person, including death, or property, of any nature whatsoever, arising in connection with or as a result of its negligent performance of or failure to perform its obligations under this Agreement. A party's indemnity shall not extend to or include damages and claims based upon, or resulting from, the negligent or criminal acts of third parties.

8. INSURANCE. Each party shall self-insure its interest in the Bridge and its performance under this Agreement.

9. DESTRUCTION OF BRIDGE. In the event that the Bridge is partially destroyed from any cause thereby rendering the Bridge, in whole or in part, inaccessible or unusable, Palo Alto shall promptly restore and repair the Bridge to the extent necessary to restore full public access between the paths connected by the Bridge, provided the parties first mutually agree that Palo Alto

shall take such action. In the event that the Bridge is substantially destroyed, as determined by Palo Alto, then Palo Alto shall have no obligation to repair or restore the Bridge.

10. NOTICES. Unless otherwise specified in this Agreement, all notices required to be given under the Agreement shall be given, in writing, and mailed, postage prepaid, by certified mail, and addressed, as follows:

To Palo Alto: City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301
ATTN: Dept. of Public Works

To Menlo Park: City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
ATTN: Maintenance

The address of any party may be changed from time to time by dispatch of written notice given to the other party in the manner set forth herein. Notices given in the manner set forth herein shall be deemed received within five (5) days after deposit in the mail.

11. WAIVER. The waiver of any breach or violation of any covenant, term, condition or provision of this Agreement, or of any ordinance or law, shall not be deemed to be a waiver of any other breach or violation or subsequent breach or violation of the same or of any other term, covenant, provision, condition, ordinance or law.

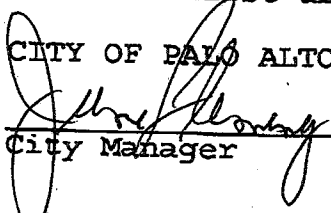
12. COSTS AND ATTORNEYS' FEES. The prevailing party in any action brought to enforce the covenants, terms, conditions or provisions of this Agreement may recover from the other party its reasonable costs and attorneys' fees expended in connection with such action as may be awarded by a court of competent jurisdiction.

13. EXHIBITS. All exhibits referred to in this Agreement or in any duly executed amendment to this Agreement are by such reference incorporated in this Agreement and made a part hereof.

14. SEVERABILITY. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the other provisions of this Agreement shall remain in full force and effect.

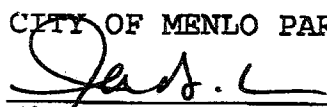
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in Palo Alto, County of Santa Clara as of the date first above written.

CITY OF PALO ALTO



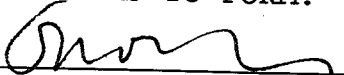
City Manager

CITY OF MENLO PARK,




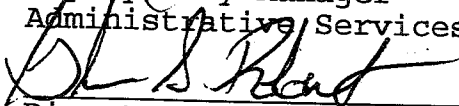
City Manager - Janet M. Dolan

APPROVED AS TO FORM:



Senior Asst. City Attorney

APPROVED:

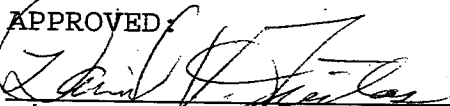

Deputy City Manager
Administrative Services


Director of Public Works

APPROVED AS TO FORM:


City Attorney - William L. McClure

APPROVED:


Director of Public Works
Daniel V. Freitas