

#27

DOC # 2000-046486

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Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder

Recorded By MENLO PARK CITY



RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

City of Menlo Park  
Engineering Division  
701 Laurel Street  
Menlo Park, CA 94025

Space above this line for Recorder's Use Only

APN: 060-344-26

EASEMENT AND ACCESS AGREEMENT FOR SIDEWALK MAINTENANCE

This Easement and Access Agreement for Sidewalk Maintenance ("Easement") is entered into as of the 28<sup>th</sup> day of March, 2000, by and between ENCINAL INVESTORS, LLC, a California limited liability company ("Grantor") and the CITY OF MENLO PARK, a municipal corporation ("Grantee").

RECITALS:

A. Grantor is the holder of a leasehold interest in certain real property ("Property") located in the City of Menlo Park, County of San Mateo, State of California (APN: 060-344-26) and more particularly described in Exhibit A attached hereto and incorporated herein by this reference pursuant to an Assignment and Assumption Agreement with Home Savings of America, FSB as Assignor and Declarant as Assignee dated for reference purposes as of July 15, 1998, and recorded on July 31, 1998, in the official records of San Mateo County as document number 98121327.

B. Sidewalks maintained by Grantee are located on a portion of the Property, the location of which sidewalks is more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Sidewalk Location").

C. Grantor has agreed to grant an easement and access rights to Grantee to maintain sidewalks on the Sidewalk Location.

NOW, THEREFORE, the parties agree as follows:

1. Grantor hereby grants to Grantee (and Grantee's agents, employees and contractors) an easement to maintain sidewalks on the Sidewalk Location which sidewalks are to be utilized for pedestrian traffic and related purposes. Grantor further grants a right to access to Grantee (and Grantee's agents, employees and contractors) to enter the Property as reasonably required for Grantor to maintain the sidewalks on the Sidewalk Location in good repair and condition. Grantee shall be solely responsible for the maintenance of the sidewalks.

2. The easement and access rights granted in this Agreement shall remain in effect so long as the leasehold estate described in Exhibit A remains in effect. On the expiration or termination of the leasehold estate, this Easement shall automatically terminate and be of no further force or effect.

3. The Easement granted in this Agreement is nonexclusive. Grantor retains the right to make use of the portion of the Property that is beneath the Sidewalk Location, including (but not limited to) the right to grant concurrent utility and/or other easements to third parties, so long as such other rights do not interfere unreasonably with Grantee's use and enjoyment of the easement for sidewalk purposes.

4. If any legal proceedings are instituted that concern this Easement, the party prevailing in such proceedings shall be entitled to reasonable attorneys' fees and all related costs incurred in connection such proceedings (including, but not limited to, all such attorneys' fees and costs incurred in any appellate proceedings and/or in the enforcement of any judgment or award rendered in any such proceedings.

5. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee; provided, however that this Easement may not be assigned by Grantee without Grantor's written consent.

IN WITNESS WHEREOF, the parties have executed this Easement effective as of the day and the year first hereinabove set forth.

ENCINAL INVESTORS, LLC,  
a California limited liability company

By: *Carmie Segal*  
Its Managing Member

CITY OF MENLO PARK, a municipal corporation

By: *Mayor S. Lohak*  
Its *Mayor*



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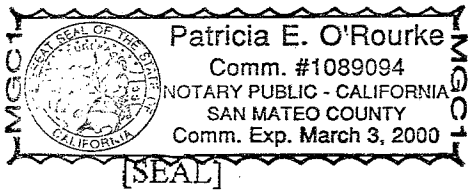
STATE OF CALIFORNIA

COUNTY OF SAN MATEO

On January 7, 2000 before me, PATRICIA E. O'ROURKE

personally appeared LAURIE SHEPARD  
Name and Title of Officer  
Name(s) of Signer(s)

personally known to me -or- 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.



WITNESS my hand and official seal.

Patricia E. O'Rourke  
Signature of Notary Public.

STATE OF CALIFORNIA

COUNTY OF SAN MATEO

On \_\_\_\_\_ before me, \_\_\_\_\_

personally appeared \_\_\_\_\_  
Name and Title of Officer  
Name(s) of Signer(s)

personally known to me -or- 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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public.

[SEAL]

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Exhibit A

All of Declarant's right, title and interest as Lessee under that certain Lease dated September 30, 1974 by and between John H. Wistrom, Trustee under Agreement with Pauline S. Blech, as Lessor, and First Management Corporation, a California corporation, as Lessee disclosed by that certain Ground Lease (Short Form -- Memorandum) dated October 8, 1975 recorded December 22, 1975 as Document No. 23327-AJ of County Official Records, the Lessee's interest thereunder having been assigned by First Management Corporation to Home Savings and Loan Association by an Assignment of Lease and Acceptance dated June 9, 1976 and as assigned by Home Savings and Loan Association to Encinal Investors, LLC, a California limited liability company, by an Assignment and Assumption Agreement dated for reference purposes as of July 15, 1998 and recorded on July 31, 1998 in the official records of San Mateo County as document number 98121327, said Lease demising the following real property:

Legal Description

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO, CITY OF MENLO PARK, AND IS DESCRIBED AS FOLLOWS:

Parcel 1, as shown on that certain map entitled "PARCEL MAP BEING THAT PARCEL OF LAND DESIGNATED AS LANDS OF WM. BARBER OF "MAP OF VILLA LOTS AT FAIR OAKS" RECORDED IN BOOK "C" OF MAPS, AT PAGE 31 AND COPIED INTO BOOK 1 OF MAPS, AT PAGE 87, SAN MATEO COUNTY RECORDS", MENLO PARK, SAN MATEO COUNTY, CALIF." filed in the office of the County Recorder of San Mateo County, State of California, on January 28, 1982 in Book 52 of Parcel Maps at page(s) 36 and 37.



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**LEGAL DESCRIPTION  
SIDEWALK EASEMENT**

A strip of land situate in the City of Menlo Park, County of Santa Clara, State of California being a portion of Parcel 1, as said parcel is shown on that certain Parcel Map filed for record on January 28, 1982 in Book 52 of Maps at Page 36, Santa Clara County Records, described as follows:

Beginning at a point on the northeasterly line of the El Camino Real at the most westerly corner of said Parcel 1;

Thence along the southwesterly line of said Parcel 1, South 58°17'30" East 277.21 feet;

Thence along the southerly line of said Parcel 1, easterly along the arc of a tangent curve to the left having a radius of 15.00 feet, though a central angle of 48°11'23" an arc distance of 12.62 feet to a point cusp distant 5.00 feet northeasterly, measured at right angles, from the southeasterly prolongation of said southwesterly line of Parcel 1;

Thence leaving said southerly line along a line parallel with and distant 5.00 feet northeasterly, measured at right angles, from said southwesterly line of said Parcel 1 and its southeasterly prolongation, North 58°17'30" West 288.41 feet to the northwesterly line of said Parcel 1;

Thence along said northwesterly line, South 31°32'34" West 5.00 feet to said Point of Beginning.

Containing 1,425 square feet, more or less.



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Description prepared by Kier & Wright Civil Engineers & Surveyors, Inc.

Date

9-30-99

Ted L. Wilson, LS 6425  
Expires 12-31-02



PARCEL 2  
(52 M 36)

S 58°29'23" E 114.01'  
(34.750 M)

S 58°29'23" E 178.01'  
(54.258 M)

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 31°32'34" E	5.00' (1.524 M)
L2	N 31°30'31" E	15.00' (4.572 M)

CURVE TABLE:

CURVE	RADIUS	DELTA	LENGTH
C1	15.00'	48° 11' 23"	12.62' (3.847 M)
C2	15.00'	90° 11' 53"	23.61' (7.196 M)

TRACT NO. 816  
(133.347 M)  
N 31°32'34" E 433.99'

(133.637 M)  
S 31°30'37" W 438.44'

**PARCEL 1  
(52 M 36)**

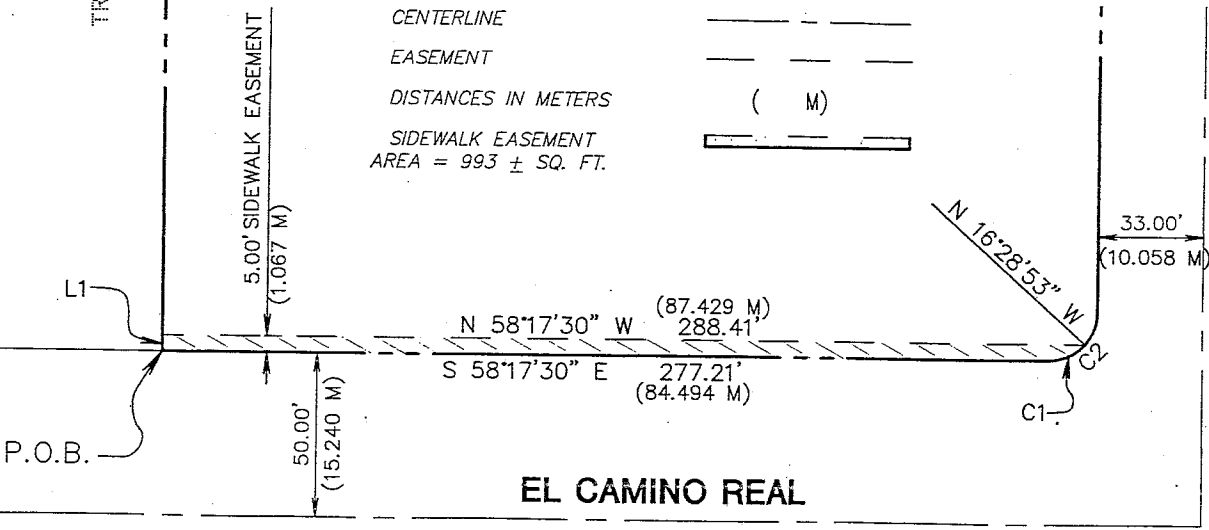
ENCINAL AVENUE

**LEGEND**

- PROPERTY LINE
- CENTERLINE
- EASEMENT
- DISTANCES IN METERS
- SIDEWALK EASEMENT  
AREA = 993 ± SQ. FT.



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PLAT TO ACCOMPANY LEGAL DESCRIPTION  
DEDICATION TO STATE OF CALIFORNIA

MENLO PARK

CALIFORNIA

DATE APRIL 1, 1999

SCALE 1"=60'

DR. BY RMA

SIDEWALK EASEMENT



**KIER & WRIGHT**  
CIVIL ENGINEERS & SURVEYORS, INC.  
3350 Scott Boulevard, Building 22 (408) 727-6665  
Santa Clara, California 95054 FAX (408) 727-5641

JOB 97181-2

SHEET NO.

2 OF 2

RESOLUTION NO. 5180

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
TO ACCEPT AN EASEMENT AND ACCESS AGREEMENT FOR SIDEWALK  
MAINTENANCE PURPOSES FOR A SIDEWALK LOCATED AT 1600 EL CAMINO REAL**

WHEREAS, the City Council of the City of Menlo Park has entered into an easement and access agreement with Encinal Investors, LLC located at 700 Emerson Street, Palo Alto, CA 94301 (the Leasehold Interest) for the property located at 1600 El Camino Real for pedestrian access and sidewalk maintenance; and

WHEREAS, the City desires to maintain the public sidewalk and public access over the subject property located at 1600 El Camino Real.

NOW, THEREFORE, BE IT RESOLVED that a Resolution of the City Council of the City of Menlo Park is hereby established for the consideration of the above.

I, SUSAN RAMOS, do hereby certify that the above and foregoing Resolution was duly and regularly passed and adopted by a majority of the total voting members of the City Council of the City of Menlo Park at a meeting held by said Council on the 28th day of March, 2000, by the following vote:


AYES:	Councilmembers	Borak, Jellins, Collacchi, Schmidt
NOES:	Councilmembers	None
ABSTAIN:	Councilmembers	None
ABSENT:	Councilmembers	Kinney

I further certify that the foregoing copy is a true and correct copy of the original of said resolution on file in the Office of the City Clerk, City Hall, Menlo Park, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Menlo Park this 18th day of April 2000.

**CITY OF MENLO PARK**  
I hereby certify, as the City Clerk of the City of Menlo Park,  
that the above document is a full, true and correct copy of the  
original on file. In witness whereof, I have hereunto set my  
hand and the seal of said City this 20th day of April

 Susan G. Ramos  
City Clerk of Menlo Park

  
SUSAN RAMOS, City Clerk