

#3291

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Recorded in Official Records
County of San Mateo
Mark Church

Assessor-County Clerk-Recorder



RECORDING REQUESTED BY:
Jianong Chen

WHEN RECORDED MAIL TO:
Corinna Sandmeier
Planning Division
City of Menlo Park
701 Laurel St
Menlo Park CA 94025

(This Space for Recorder's Use Only)

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ACCESS ALLEY MAINTENANCE AGREEMENT

This Access Alley Maintenance Agreement ("Agreement") is created on August 14th, 2014 by the undersigned property owners listed herein ("Party").

WHEREAS: Jiannong Chen is the owner of that certain real property and improvements thereon commonly known as 321 Laurel Avenue, City of Menlo Park, County of San Mateo, California, and described as "321 Laurel Avenue, Menlo Park, CA 94025"

WHEREAS: The Northerly portion of the Party's real property adjoins an unpaved access alley which runs in a North-South direction and exits to the public street of Laurel Avenue on the South and the public street of Pope Street on the North, in the City of Menlo Park, County of San Mateo, California:

WHEREAS: Pursuant to the requirements of the City of Menlo Park, the party desires to memorialize their agreement providing for the improvement and maintenance of the access alley from its entrance at Laurel Avenue to the North side property line of 321 Laurel Avenue, City of Menlo Park, County of San Mateo, California. (see attached Exhibit A).

IT IS HEREBY AGREED by the undersigned Party as follows:

1. This agreement shall be in effect for the period beginning on August 15th, 2015, and ending on the date, if ever, the access alley becomes a dedicated public street subject to maintenance and repair by a governmental entity.
2. The undersigned Party shall bear all costs and expenses of improving and maintaining an all-weather surface in accordance with City of Menlo Park standards for the access alley over that portion of the access alley which runs from its entrance at Laurel Avenue to North side property line of 321 Laurel Avenue, City of Menlo Park, County of San Mateo, California. (see Exhibit A).

3. If another property owner makes use of the section of the alley described in Paragraph 2, above, such owner shall pay his or her proportionate share of the improvement and maintenance costs of the access alley to the undersigned Party pursuant to California Civil Code Section 845.
4. If any other maintenance agreements have already been recorded on this alley and are disclosed by the City of Menlo Park to Party, or become recorded at a later date and are so disclosed, the undersigned Party shall use its best efforts to enter into an amended agreement with these other property owners to provide for joint sharing of maintenance costs. "Joint sharing of costs" shall mean that all properties are responsible for an equal share of all maintenance costs for the alley up to the farthest property recording such agreements, unless the property owners are able to reach a private agreement for an alternate cost sharing scheme.
5. This Agreement pertains solely to the costs and expenses of improving and maintaining an all-weather surface in accordance with City of Menlo Park standards for the access alley and no way shall such Agreement apply to or create any liability on the part of the undersigned Party, including but not limited to liability from personal injury or property damage, resulting from use of or access to the alley by any third parties, including but not limited to, the owner of any property whose property abuts the access alley from its entrance at Laurel Avenue to North side property line of 321 Laurel Avenue, City of Menlo Park, County of San Mateo, California.
6. Any disputes arising out of this Agreement, whether in law or equity, shall be decided by binding arbitration pursuant to the rules then applicable of the American Arbitration Association or JAMS/Endispute as selected by the party initiating the arbitration. The Arbitrator shall determine the prevailing party and shall, either in the same proceeding or in a separate proceeding, determine and award to the prevailing party as against the non-prevailing party the costs of the arbitrations, including the prevailing party's attorneys' fees and expert witness fees.
7. This Agreement is for the benefit of the City of Menlo Park and all lands owned by the City of Menlo Park in the vicinity of the above described real property. This Agreement shall constitute a covenant running with all of the lands described herein above, including land owned by the City of Menlo Park. This entire Agreement, and all rights and obligations in and arising from it, shall be effective and binding upon the undersigned Party's respective successors, assigns, purchasers, transferees, and heirs, and any and all future owners of the real property described herein above.
8. This Agreement shall be interpreted and enforced under the laws of the State of California with venue in San Mateo County.

9. This Agreement may be modified only in writing signed by the undersigned Party or their attorneys, agents, successors, assigns, purchasers, transferees, and heirs, and signed and approved by the Community Development Director of the City of Menlo Park. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent deemed omitted, and the rest of this Agreement shall continue in full force and effect.
10. The waiver or failure of the undersigned Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

SIGNED:

Dated: EFFECTIVE DATE

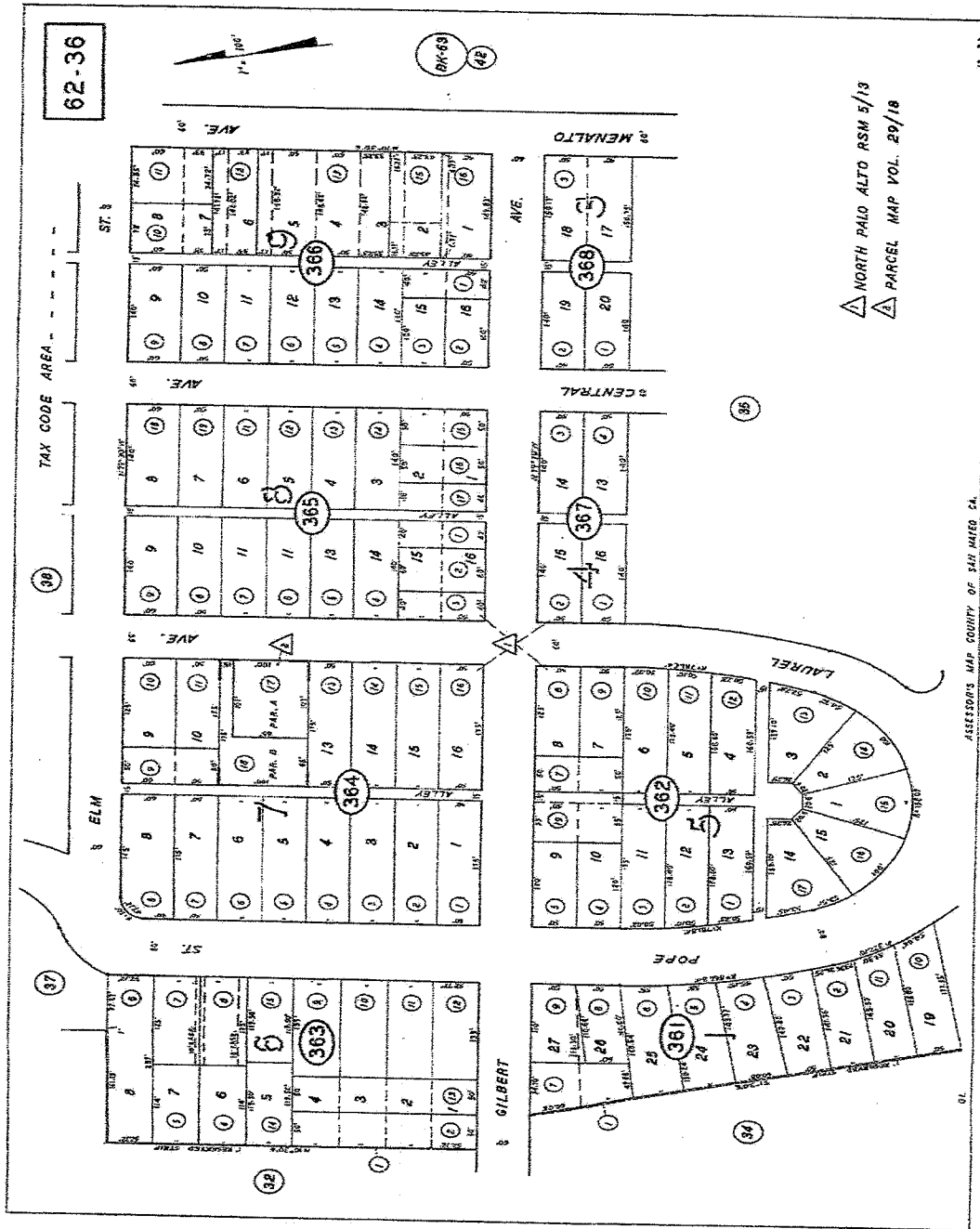
陳建農

9.25.2015

Jiannong Chen
321 Laurel Avenue
Menlo Park, CA 94025

PLEASE SEE ATTACHED CURRENT CALIFORNIA NOTARIAL
ACKNOWLEDGEMENTS FORM.

Exhibit A



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 September 25, 2015 before me, BRYCE C. WELCH, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Jiannong Chen,
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 B.C. W (Seal)

