

2054

RECORDING REQUESTED BY  
Hillspire, LLC  
1010 El Camino Real, Suite 200  
Menlo Park, CA 94025

WHEN RECORDED MAIL TO  
City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025  
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Transfer Tax: \$-0- No apparent value  
"No fee required" (Government Code Section 6103 & 27383)  
Recorded for the benefit of the City of Menlo Park.

**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 supersedes 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, 2018.

GRANTOR

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

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

GRANTEE

City of Menlo Park  
a California municipality

By: Alex D. McIntyre  
Alex D. McIntyre  
City Manager

APPROVED AS TO FORM:

By: Eric S. Phillips  
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.

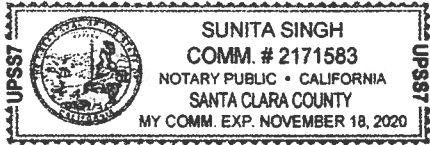
STATE OF CALIFORNIA )  
          @ Santa Clara ) ss:  
COUNTY OF SAN MATEO )

On 1/17/17 before me, Sunita Singh, Notary Public personally appeared Tanet Larochelle, 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 



*Dec attached: Covenant of Esquirement*



# 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

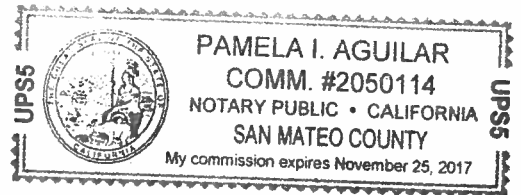
On February 21, 2017 before me, Pamela I. Aguilar, Notary Public  
(insert name and title of the officer)

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)

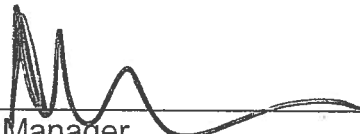


**CERTIFICATE OF ACCEPTANCE**

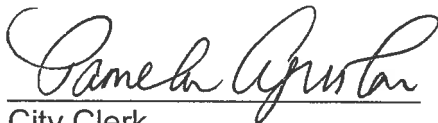
This to certify that the interest in real property conveyed by the foregoing deed, grant or other instrument dated January 17, 2017, from Janet LaRochelle and Janet Rasmussen, successor trustees of the Robert W. Armstrong Revocable Trust to the City of Menlo Park, a municipal corporation, is hereby accepted 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  
LAROCELLE 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 LaRoche 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.



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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, southwesterly 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;

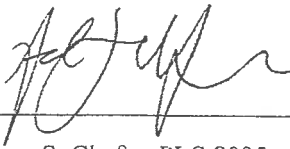
THENCE, southeasterly South 51°56'00" East, 36.52 feet to a point on the southeasterly line of said Lot 27;


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.



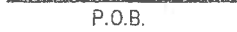
The above described area is shown on the accompanying plat, labeled Exhibit "B" attached hereto and made a part hereof.

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

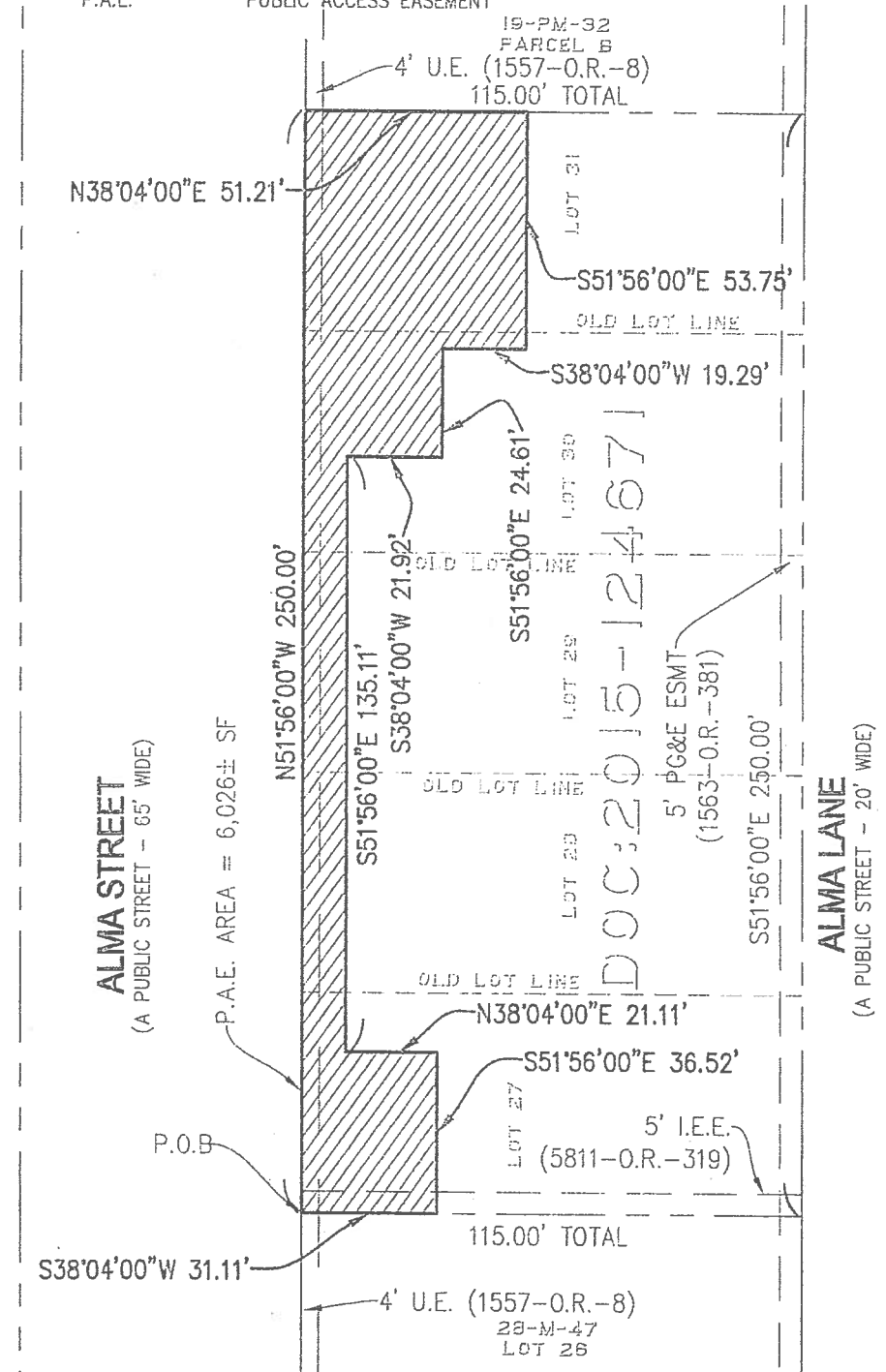
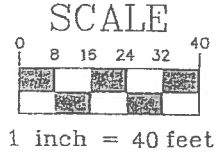
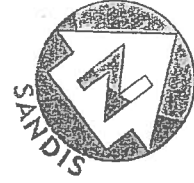
  
\_\_\_\_\_  
Andrew S. Chafer, PLS 8005



**LEGEND**

-  PROPERTY LINE
-  OLD LOT LINE
-  PROPOSED PUBLIC ACCESS EASEMENT
- P.O.B. POINT OF BEGINNING
- U.E. UTILITY EASEMENT
- I.E.E. INGRESS EGRESS EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT

**EXHIBIT B**



**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

**EXHIBIT B**



**SANDIS**

CIVIL ENGINEERS  
SURVEYORS  
PLANNERS

1700 Winchester Boulevard, Campbell, CA 95008 | P. 408.635.0900 | F. 408.635.0995 | www.sandis.net

SILICON VALLEY TRI-VALLEY CENTRAL VALLEY SACRAMENTO EAST BAY/SE

DATE: 10/28/16
SCALE: 1"=40'
DRAWN BY: BC
APPROVED BY: AC
DRAWING NO.: 214080

**PUBLIC ACCESS EASEMENT**  
**MENLO PARK CA**

SHEET

**1**

OF 1 SHEETS

SANDIS JOB: 214080 PAE EASEMENT

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: 0.0100 Course: N51°56'00"W

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



Contract #: <b>2054</b>				
Project Manager: Ebby Sohrabi	Department: Public Works	Date: 1/27/2017		
<input type="checkbox"/> Time Sensitive <input checked="" type="checkbox"/> New Agreement <input type="checkbox"/> Attest Only <input type="checkbox"/> 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				
Agreement Amount: \$ 0	Begin Date: 1/10/2017	End Date: Click here to enter a date.		
Approved Budget: \$	Budgeted YR:	Available Budget: \$		
Account/Funding:				
Required Approval: <input type="checkbox"/> Department <input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Council				
<input type="checkbox"/> Language Modifications <input type="checkbox"/> Approved by City Attorney				
Summary of Modifications:				
Attachments: <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align: top;"> <input checked="" type="checkbox"/> Two (2) Copies of Agreement  <input checked="" type="checkbox"/> Staff Report 17-003-CC  <input type="checkbox"/> Prior Agreement/Amendments(s) for reference  <input type="checkbox"/> PO/Check Req                             </td> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> Receive an electronic copy of the executed Agreement  <input type="checkbox"/> Request to forward PO/Check Req to Finance  <input type="checkbox"/> Other/Comment _____                             </td> </tr> </table>			<input checked="" type="checkbox"/> Two (2) Copies of Agreement <input checked="" type="checkbox"/> Staff Report 17-003-CC <input type="checkbox"/> Prior Agreement/Amendments(s) for reference <input type="checkbox"/> PO/Check Req	<input type="checkbox"/> Receive an electronic copy of the executed Agreement <input type="checkbox"/> Request to forward PO/Check Req to Finance <input type="checkbox"/> Other/Comment _____
<input checked="" type="checkbox"/> Two (2) Copies of Agreement <input checked="" type="checkbox"/> Staff Report 17-003-CC <input type="checkbox"/> Prior Agreement/Amendments(s) for reference <input type="checkbox"/> PO/Check Req	<input type="checkbox"/> Receive an electronic copy of the executed Agreement <input type="checkbox"/> Request to forward PO/Check Req to Finance <input type="checkbox"/> Other/Comment _____			

Approval: *Ebby S.*

Supervisor

*Justin Murphy*  
Department Head

*[Signature]*

City Attorney

Budget/Finance