

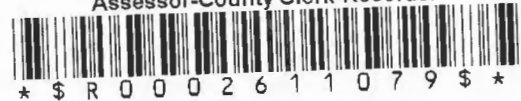
RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Menlo Park
Attn: City Clerk
701 Laurel St.
Menlo Park, CA 94025

The undersigned declares this instrument to be exempt
from Recording Fees (Govt. Code § 27383) and
Documentary Transfer Tax (Rev. & Tax. Code §11922).

2018-075316

2:14 pm 09/26/18 AG Fee: NO FEE
Count of Pages 7
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder



(Space above this line reserved for Recorder's use only)

ENCROACHMENT PERMIT AGREEMENT
3636 Haven Avenue - Fence within the Public Right-of-Way
The City of Menlo Park, a municipal corporation ("Menlo Park") hereby grants to Carrera PRB Company and Carlsen Motor Cars, Inc. (collectively "Owner") a revocable encroachment permit (the "Permit") for the real property commonly known as 3636 Haven Avenue (the "Property"), and more particularly described in the legal description attached hereto as Exhibit A for the use of, maintenance, and repair of a privately owned fence within the public right of way across the frontage of 3636 Haven Avenue (collectively, the "Facilities") within and beneath the surface of the public right of way in the City of Menlo Park, San Mateo County, California, depicted approximately on attached Exhibit B (the "Encroachment Area"), incorporated into this Encroachment Agreement.
1. ACCESS:
Menlo Park and Owner hereby agree: Owner agrees to the following regarding access to the public right of way within the area along the subject property: a. Owner agrees to provide access to the City and any public utility companies requesting access to any existing utilities within the enclosed portion of the right of way. b. Owner agrees to remove the Facilities upon receipt of a 60-day advance notification from City, in the City's sole and absolute discretion. Costs for removal of the Facilities shall be borne by the Owner. In the event Owner fails to do so, the City may remove the Facilities at the Owner's cost and Owner shall reimburse City for such costs within ten (10) days of demand.
2. PERMITS:
Owner agrees to obtain all necessary permits from City for maintenance, removal, repair, or replacement. Permits may include, but are not limited to: Planning Permits, Building Permits, or Engineering Permits.

3. INDEMNIFICATION:

The Owner shall indemnify and hold harmless the City, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the maintenance and/or lack of maintenance of the Facilities required by this Agreement by Owner and/or resulting from the maintenance or lack of maintenance of the public right of way that is enclosed within the landscape/ fenced area. The duty of the Owner to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the Owner to indemnify the City, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782 of the California Civil Code.

4. RESTRICTIONS ON SURFACE USE:

Owner shall not construct any new structures or other permanent improvements within the Encroachment Area. Menlo Park reserves the right to continued use of the Encroachment Area for any and all public purposes and or utilities.

5. RUN WITH THE LAND:

The covenants and conditions in this Encroachment Permit Agreement, including but not limited to indemnification of the City, shall run with the land commonly known as 3636 Haven Ave, Menlo Park, CA 94025 (A.P.N: 055-162-360), burden the Encroachment Area and bind and inure to the benefit of Menlo Park and Owner and their respective successors and assigns.

6. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

7. PERMITS

Owner shall obtain any appropriate permits and consents required by applicable law before performing future construction work within the Encroachment Area.

8. ATTORNEY'S FEE'S:

In the event of any litigation arising out of or to enforce the terms and provisions of this Agreement, the prevailing party in any such litigation shall be entitled to recover its attorneys' fees and costs of suit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date appearing by the parties' signatures below.

OWNER:

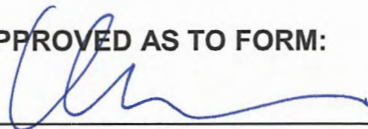
CARLSEN MOTOR CARS & CARRERA PRB Co.

by Charles A Burton
Signature PRESIDENT &

5/16/2018
Date

CHARLES A BURTON
Name

APPROVED AS TO FORM:


William L. McClure, City Attorney

9/18/18
Date

CITY OF MENLO PARK:

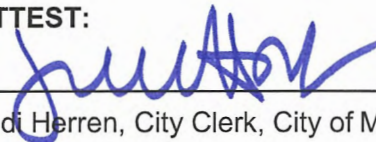
Justin Murphy
Signature

9/18/18
Date

JUSTIN I.C. MURPHY
Name

PUBLIC WORKS DIRECTOR
Title

ATTEST:


Judi Herren, City Clerk, City of Menlo Park

9/19/18
Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

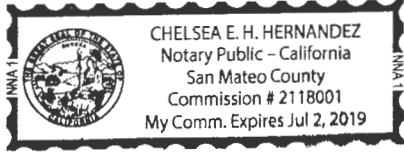
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)
On 14th of May 2018 before me, Chelsea Hernandez Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Charles A. Burton
Name(s) of Signer(s)

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 Chelsea Hernandez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**CALIFORNIA ALL-PURPOSE
ACKNOWLEDGMENT**

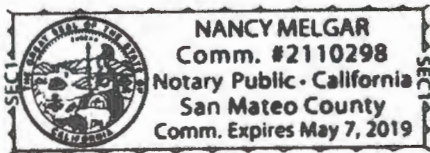
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo County

On September 19th, 2018 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 #2110298
Expires 05-07-2019

EXHIBIT A

LEGAL DESCRIPTION FOR PARCEL A

PARCEL A

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 1 AS SHOWN ON THE PARCEL MAP RECORDED ON OCTOBER 24, 2001 IN BOOK 73 OF MAPS, PAGE 100, SAN MATEO COUNTY RECORDS, TOGETHER WITH ALL OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED MARCH 6, 2015 UNDER DOCUMENT NUMBER 2015-020517, SAN MATEO COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

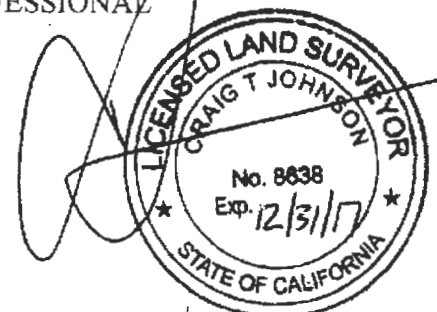
BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 1, SAID POINT OF BEGINNING ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE FOR HAVEN AVENUE, AS SHOWN ON SAID MAP; THENCE FROM SAID POINT OF BEGINNING ALONG THE PERIMETER OF SAID LOT 1 AND SAID GRANT DEED THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. SOUTH $18^{\circ}41'37''$ WEST 269.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 10153.25 FEET FROM WHICH THE RADIUS THEREOF BEARS SOUTH $18^{\circ}41'37''$ WEST ;
2. ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}38'57''$ AN ARC LENGTH OF 292.25 FEET;
3. NORTH $17^{\circ}02'39''$ WEST 269.25 FEET OT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 10422.50 FEET, FROM WHICH THE RADIUS THEREOF BEARS SOUTH $17^{\circ}02'39''$ EAST;
4. ALONG SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $01^{\circ}38'57''$ AN ARC LENGTH OF 300 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

SAID LAND CONSISTS OF 2.441 ACRES, MORE OR LESS

END OF DESCRIPTION

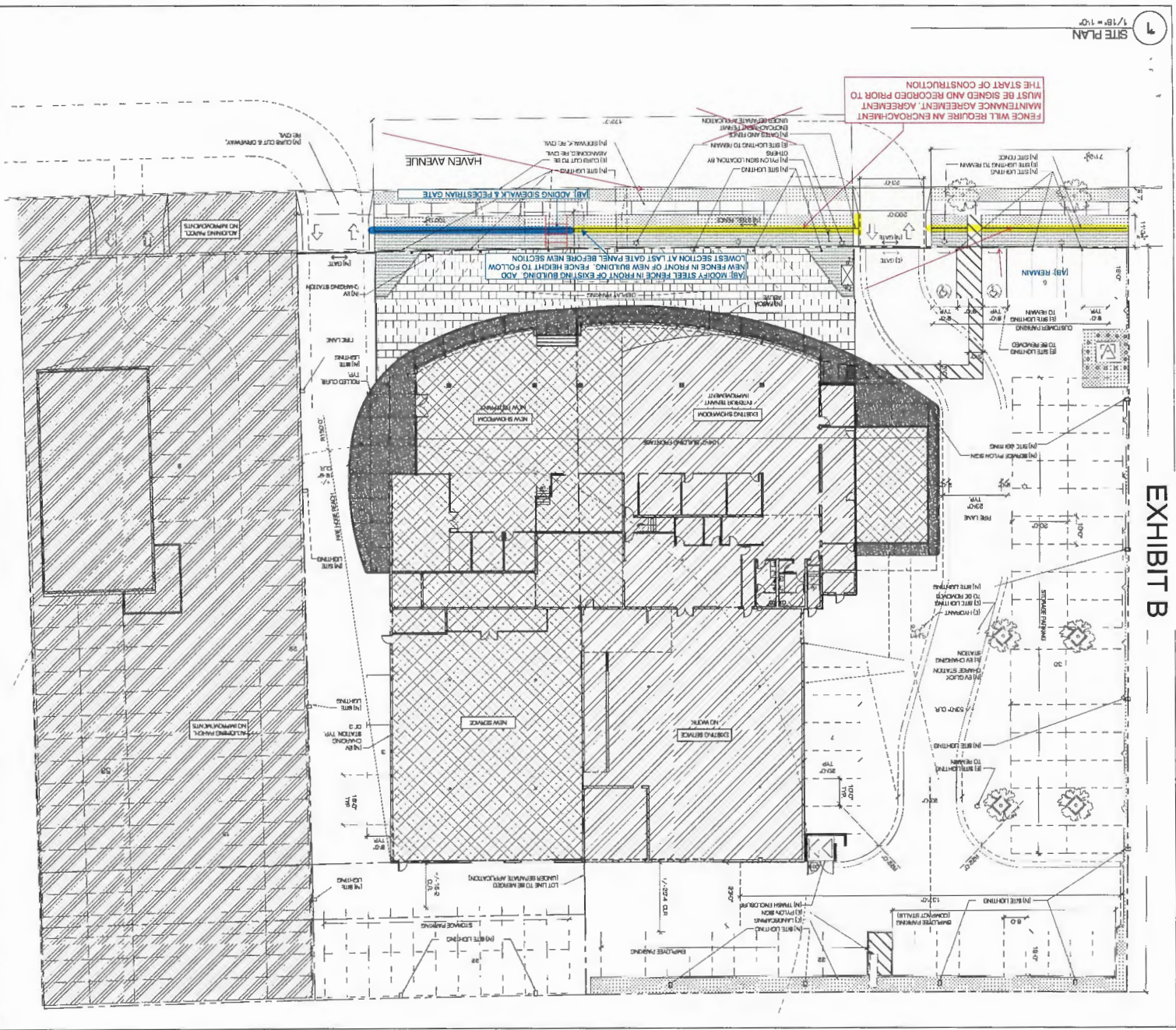
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR ACT.



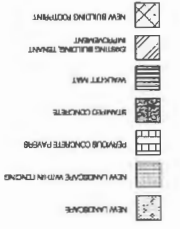
9/5/17

EXHIBIT B

1 SITE PLAN
1/8" = 1'-0"



2 GRAPHIC LEGEND
NO SCALE



3 SHEET NOTES
NO SCALE

1. EXISTING BUILDING FOOTPRINT TO BE DEMOLISHED AND REPLACED WITH A NEW 12,000 SF BUILDING. THE NEW BUILDING WILL BE A SINGLE-STOREY BUILDING WITH A GABLE ROOF. THE BUILDING WILL BE CONSTRUCTED WITH CONCRETE BLOCK AND FINISHED WITH STUCCO. THE BUILDING WILL BE SET BACK FROM THE STREET BY 10 FEET. THE BUILDING WILL BE 30 FEET WIDE AND 40 FEET DEEP. THE BUILDING WILL BE 12,000 SF IN AREA. THE BUILDING WILL BE 12,000 SF IN AREA.

2. NEW FENCE TO BE INSTALLED ALONG THE FRONT AND SIDE OF THE BUILDING. THE FENCE WILL BE 6 FEET HIGH AND MADE OF ALUMINUM. THE FENCE WILL BE SET BACK FROM THE STREET BY 10 FEET. THE FENCE WILL BE 100 FEET LONG. THE FENCE WILL BE 100 FEET LONG.

3. NEW SIDEWALK AND PEDESTRIAN GATE TO BE INSTALLED ALONG HAVEN AVENUE. THE SIDEWALK WILL BE 6 FEET WIDE AND MADE OF CONCRETE. THE PEDESTRIAN GATE WILL BE 10 FEET WIDE AND MADE OF CONCRETE. THE SIDEWALK AND PEDESTRIAN GATE WILL BE 100 FEET LONG. THE SIDEWALK AND PEDESTRIAN GATE WILL BE 100 FEET LONG.

4. NEW LIGHTING TO BE INSTALLED ALONG THE SIDEWALK AND PEDESTRIAN GATE. THE LIGHTING WILL BE 10 FEET HIGH AND MADE OF ALUMINUM. THE LIGHTING WILL BE 10 FEET HIGH AND MADE OF ALUMINUM. THE LIGHTING WILL BE 10 FEET HIGH AND MADE OF ALUMINUM. THE LIGHTING WILL BE 10 FEET HIGH AND MADE OF ALUMINUM.

5. NEW LANDSCAPING TO BE INSTALLED ALONG THE SIDEWALK AND PEDESTRIAN GATE. THE LANDSCAPING WILL BE 10 FEET WIDE AND MADE OF CONCRETE. THE LANDSCAPING WILL BE 10 FEET WIDE AND MADE OF CONCRETE. THE LANDSCAPING WILL BE 10 FEET WIDE AND MADE OF CONCRETE. THE LANDSCAPING WILL BE 10 FEET WIDE AND MADE OF CONCRETE.

4 AREA & PARKING CALCS.
NO SCALE

EXISTING BUILDING FOOTPRINT	12,000 SF
NEW BUILDING FOOTPRINT	12,000 SF
TOTAL BUILDING AREA (TOTAL)	24,000 SF
EXISTING DRIVEWAY	1,000 SF
NEW DRIVEWAY	1,000 SF
TOTAL DRIVEWAY AREA	2,000 SF
EXISTING SIDEWALK	1,000 SF
NEW SIDEWALK	1,000 SF
TOTAL SIDEWALK AREA	2,000 SF
EXISTING PEDESTRIAN GATE	1,000 SF
NEW PEDESTRIAN GATE	1,000 SF
TOTAL PEDESTRIAN GATE AREA	2,000 SF
EXISTING LIGHTING	1,000 SF
NEW LIGHTING	1,000 SF
TOTAL LIGHTING AREA	2,000 SF
EXISTING LANDSCAPING	1,000 SF
NEW LANDSCAPING	1,000 SF
TOTAL LANDSCAPING AREA	2,000 SF
EXISTING TOTAL AREA	24,000 SF
NEW TOTAL AREA	24,000 SF
TOTAL AREA	48,000 SF

PROJECT: A.101
DATE: 1/18/17
SCALE: 1/8" = 1'-0"
SHEET: SITE PLAN

DESIGNED BY: CARLSEN PORSCHE
CHECKED BY: CARLSEN PORSCHE
DATE: 1/18/17

CARLSEN PORSCHE
3636 HAVEN AVENUE
REDWOOD CITY, CA 94063

PROTINO
500 PAVAN DRIVE
SAN FRANCISCO, CA 94115
415.882.9899