

002733

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).

2019-068387

County
10:33 am 08/26/19 AG Fee: NO FEE
Count of Pages 9
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder



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

EMERGENCY VEHICLE ACCESS AGREEMENT 2180 SAND HILL ROAD, MENLO PARK, CA

This Emergency Vehicle Access Agreement (the "Agreement") dated ___ day of _____, 2019,
by and between the City of Menlo Park, a political subdivision of the State of California, hereinafter referred
to as "City", and Alameda Realty Partners LLC, a California limited liability company, fee title owner of the
real property commonly known as 2180 Sand Hill Road, Menlo Park, CA APN: 074-283-080, hereinafter
referred to as "Owner" or "Alameda" and the Menlo Park Fire Protection, "District" in the following recitals.

RECITALS

- A. Alameda is the owner of that certain real property located at 2180 Sand Hill Road, Menlo Park, California, as more particularly described on the attached Exhibit A (the "Project Site"), on which an office building is currently being renovated (the "Project").
- B. Alameda has developed a circulation route through the Project Site to provide vehicular access to the Project, as shown on the site plan attached as Exhibit B. The circulation route includes those areas cross-hatched (the "Access Route").
- C. Alameda desires to provide access to the City and the District in order to allow emergency fire, police and paramedic vehicles to enter the Project Site for the purpose of providing emergency services to the Project. In connection with its approval of the Project and the issuance of occupancy certificates in connection with the Project, the City has required that such access be documented in this Agreement.

NOW THEREFORE, the parties agree as follows:

- 1. **Grant of Access Rights.** Subject to the terms and conditions of this Agreement, Alameda hereby grants to the City and the District a non-exclusive right of ingress and egress over the Project Site as necessary for the provision of emergency services to the Project. Except to the extent necessary for the preservation of life and property, any vehicular access shall be accomplished using the Access Route. The City and the District shall use reasonable efforts to minimize any damage to the

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landscaping and other improvements on the Project Site in connection with the exercise of the foregoing rights.

2. **Reserved Rights.** Alameda reserves the right to use the Access Route for any and all purposes that are not inconsistent with, and do not unreasonably interfere with access by the City or the District. Without limiting the foregoing, parking will be allowed only in designated parking stalls off the Access Route, as shown on Exhibit B.
3. **Relocation Right.** It is expressly agreed that, if required by Alameda in connection with any planned construction, reconstruction, remodeling or change of use on the Project Site, all or any portion of the Access Route may be moved and relocated by Alameda; provided that at all times adequate access is made available for the provision of emergency services to all buildings located within the Project, and provided further that such relocation shall be approved in writing by the City and the District prior to changing the existing Access Route, such approval not to be unreasonably withheld or delayed.
4. **Notices.** Whenever in this Agreement a party is required to give notice, the party shall give written notice delivered to the other parties at the following addresses:

To Alameda Realty Partners
 2180 Sand Hill Road, Menlo Park, CA 94025
 Attention: Tom Barnds
 E-mail: tom@accel-kkr.com

To City: 701 Laurel St., Menlo Park, CA 94025
 Attention: Public Works Director

To District: 300 Middlefield Road Menlo Park, CA 94025 Attention: Fire Chief

Delivery shall be by messenger or by a recognized overnight courier (e.g. Federal Express or UPS), return receipt requested. Notice shall be deemed given when delivered and documented by a declaration under penalty of perjury by the messenger or the return receipt of the overnight courier.

5. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of and shall apply to the respective successors and assigns of Alameda, the City and the District; provided that the City and the District shall not assign this Agreement except to entities charged with the provision of emergency services to the public.
6. **Invalidity.** 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 effect.
7. **Entire Agreement.** This Agreement contains and integrates the entire agreement of the parties with respect to the subject matter hereof, and supersedes all negotiations and previous agreements, if any, between the parties with respect thereto.
8. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.
9. **Modification.** This Agreement may be modified from time to time by the mutual written consent of the parties.
10. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

OWNER:

**ALAMEDA REALTY PARTNERS LLC,
a California limited liability company**

Thomas C Barnd
Signature

April 20, 2019
Date

Thomas C. Barnds
Name

APPROVED AS TO FORM:

[Signature]
William L. McClure, City Attorney

7/2/19
Date

CITY OF MENLO PARK:

Justin I. C. Murphy
Justin I. C. Murphy, Director of Public Works

7/23/19
Date

ATTEST:

[Signature]
Judi A. Herren, City Clerk

7/30/19
Date

[Signature]
Menlo Park Fire Protection District

8-15-2019
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 April 22, 2019 before me, Mia Marissa Bustos, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Thomas C. Barnds
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 [Handwritten Signature]
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**

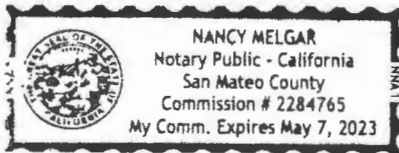
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo County

On July 24th, 2019 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 #2284765
Expires 05-07-2023

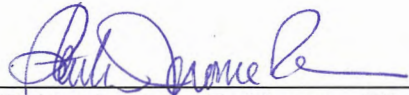
CERTIFICATE OF ACCEPTANCE

002733

This to certify that the interest in real property conveyed by the foregoing deed, grant or other instrument dated April 20, 2019, from Alameda Realty Partners LLC 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. 6453, adopted on August 6, 2018, and said City consents to recordation thereof.

Dated August 22, 2019

CITY OF MENLO PARK

By: 
Starla Jerome-Robinson, City Manager

ATTEST:



Judi A. Herren, City Clerk

EXHIBIT "A"

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

A STRIP OF LAND LYING WITHIN PARCEL 1 AS SHOWN ON A MAP ENTITLED "PARCEL MAP SUBDIVISION OF LOT 9, SHARON HEIGHTS, UNIT NO. 10, (BOOK 63, PAGES 8, 9, 10, 11) & A PORTION OF SHARON PARK DRIVE ABANDONED (BOOK 49, PAGE 44) MENLO PARK, SAN MATEO COUNTY, CALIFORNIA" WHICH WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO ON JULY 09, 1968 IN BOOK 5 OF PARCEL MAPS, AT PAGE 44, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1 BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SAND HILL ROAD; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1 NORTH 33° 31' 40" WEST A DISTANCE OF 34.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 33° 31' 40" A DISTANCE OF 26.01 FEET TO AN ANGLE POINT; THENCE NORTH 55° 05' 14" EAST A DISTANCE OF 20.88 FEET TO AN ANGLE POINT; THENCE NORTH 61° 39' 10" EAST A DISTANCE OF 28.50 FEET TO AN ANGLE POINT; THENCE NORTH 56° 28' 20" EAST A DISTANCE OF 122.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10.00 FEET; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 01' 31" AN ARC DISTANCE OF 15.71 FEET; THENCE NORTH 33° 33' 11" WEST A DISTANCE OF 301.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 10.00 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 43' 10" AN ARC DISTANCE OF 15.66 FEET; THENCE SOUTH 56° 43' 39" WEST A DISTANCE OF 79.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 19' 24" AN ARC DISTANCE OF 11.05 FEET; THENCE SOUTH 82° 03' 03" WEST A DISTANCE 16.27 FEET; THENCE NORTH 44° 24' 31" WEST A DISTANCE OF 61.47 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SHARON PARK DRIVE, THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SHARON PARK DRIVE NORTH 46° 15' 00" EAST A DISTANCE OF 26.00 FEET; THENCE SOUTH 44° 24' 31" EAST A DISTANCE OF 28.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 18' 39" AN ARC DISTANCE OF 16.97 FEET; THENCE NORTH 82° 03' 03" EAST 7.59 FEET TO AN ANGLE POINT; THENCE NORTH 56° 43' 39" EAST A DISTANCE OF 115.49 FEET TO AN ANGLE POINT; THENCE SOUTH 33° 33' 11" EAST A DISTANCE OF 373.16 FEET TO AN ANGLE POINT; THENCE SOUTH 56° 28' 20" WEST A DISTANCE OF 159.30 FEET TO AN ANGLE POINT; THENCE SOUTH 61° 39' 10" WEST A DISTANCE OF 28.18 FEET TO AN ANGLE POINT; THENCE SOUTH 55° 05' 14" WEST A DISTANCE OF 20.02 FEET TO THE SAID POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED TO BEGIN ON THE SOUTHWESTERLY LINE OF SAID PARCEL 1 AND TERMINATE ON THE SOUTHEASTERLY LINE OF SHARON PARK DRIVE.

CONTAINING 18,588 SQUARE FEET OR 0.43 ACRE.



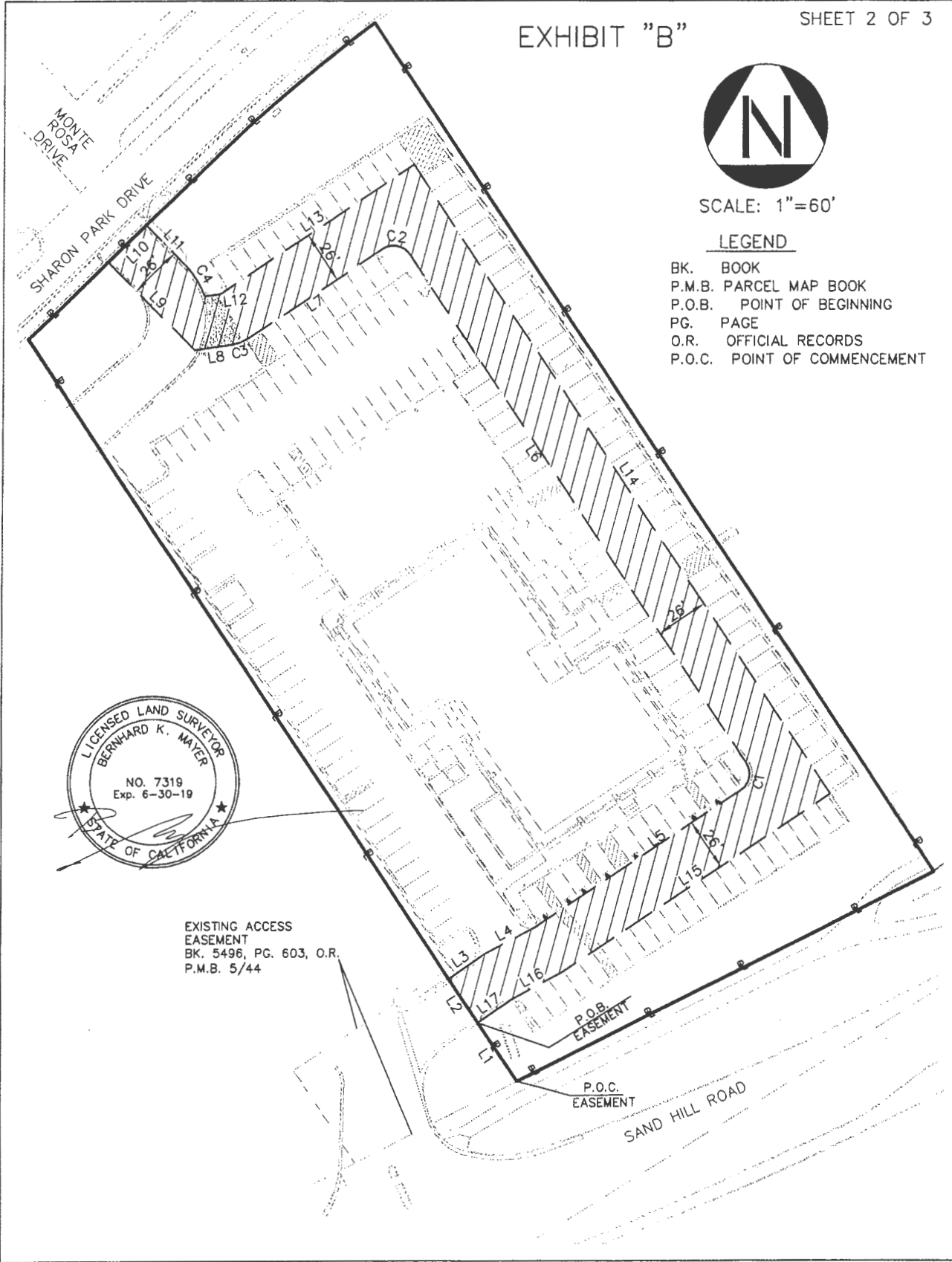
EXHIBIT "B"



SCALE: 1"=60'

LEGEND

- BK. BOOK
- P.M.B. PARCEL MAP BOOK
- P.O.B. POINT OF BEGINNING
- PG. PAGE
- O.R. OFFICIAL RECORDS
- P.O.C. POINT OF COMMENCEMENT



EXISTING ACCESS
EASEMENT
BK. 5496, PG. 603, O.R.
P.M.B. 5/44

P.O.B.
EASEMENT

P.O.C.
EASEMENT

SAND HILL ROAD

EXHIBIT "B"

SHEET 3 OF 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	N33°31'40"W	34.81'
L2	N33°31'40"W	26.01'
L3	N55°05'14"E	20.88'
L4	N61°39'10"E	28.50'
L5	N56°28'20"E	122.10'
L6	N33°33'11"W	301.32'
L7	S56°43'39"W	79.89'
L8	S82°03'03"W	16.27'
L9	N44°24'31"W	61.47'
L10	N46°15'00"E	26.00'
L11	S44°24'31"E	28.86'
L12	N82°03'03"E	7.59'
L13	N56°43'39"E	115.49'
L14	S33°33'11"E	373.16'
L15	S56°28'20"W	159.30'
L16	S61°39'10"W	28.18'
L17	S55°05'14"W	20.02'

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	15.71'	10.00'	90°01'31"	10.00'
C2	15.66'	10.00'	89°43'10"	9.95'
C3	11.05'	25.00'	25°19'24"	5.62'
C4	16.97'	40.00'	24°18'39"	8.62'