

<p><i>Recorded by and after recording return to:</i></p> <p>City of Mountain View c/o Jannie Quinn, Esq. City Attorney 500 Castro Street Mountain View, CA 94041</p> <p><i>With a copy to:</i></p> <p>Mountain View Whisman School District c/o Robert Clark, Ed. D. Chief Business Officer – Dept. of Bus. Services 1400 Montecito Ave Mountain View, CA 94043</p> <p><i>This Instrument Benefits City Only. No Fee Required. Gov. C. 27383</i></p>	
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Portion of APNs 153-14-025 & 153-14-022
State of California, County of Santa Clara

Space Above This Line for Recorder's Use Only

GRANT OF EASEMENT AND AGREEMENT
(Permanente Creek Trail Extension)

This GRANT OF EASEMENT AND AGREEMENT ("Agreement") is made effective as of this ____ day of _____, 2018 ("Effective Date"), by and between MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a California public school district, with its principal offices at 750-A San Pierre Way, California 94043 ("Grantor"), and CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, with a mailing address at 500 Castro Street, Mountain View, California 94041 ("Grantee"). For the purposes of this Agreement, "Party" means Grantee or Grantor, and "Parties" means both of them.

RECITALS

- A. Grantor is the owner of certain real property known as Crittenden Middle School, located at 1701 Rock Street, in the City of Mountain View, County of Santa Clara, State of California, more specifically known in relevant part as Assessor's Parcel Nos. 153-14-025 and 153-14-022, and more particularly described on the attached Exhibit 1, incorporated herein by reference ("Land").
- B. Grantee's Permanente Creek Trail is a pedestrian/bicycle trail that currently extends from Shoreline at Mountain View Park to Rock Street in the City of Mountain View, County of Santa Clara, State of California ("Permanente Creek Trail"). The Permanente Creek Trail is a regional recreational and transportation resource.
- C. Grantee desires to extend the Permanente Creek Trail from Rock Street to W. Middlefield Road ("Trail Extension") across a portion of Grantor's Land.
- D. On or around January, 2016, the Parties entered into that certain Agreement Between Mountain View Whisman School District and the City of Mountain View for the Design and Construction of the Permanente Creek Trail Extension From Rock Street to W. Middlefield Road ("Design & Construction Contract"), whereby Grantor agreed to

design and construct, at Grantee's sole cost and expense, the Trail Extension on behalf of Grantee.

- E. Accordingly, Grantee desires to obtain, and Grantor agrees to grant, an easement, for the benefit of the public, approximately fourteen feet (14') in width across a portion of Grantor's Land located near the western boundary of the Land abutting Permanente Creek, from Rock Street to W. Middlefield Road, for Grantee's use, operation, and maintenance of the Trail Extension on the terms and conditions set out in this Agreement.
- F. In consideration of the mutual promises set out in this Agreement, and other good and valuable consideration, Grantor and Grantee agree to be bound by the terms of this Agreement as set forth below.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. GRANT.

1.1 **Grant of Easement.** Grantor grants and conveys to Grantee a non-exclusive easement and right-of-way for the benefit of the public on, over, upon, through, and across a portion of Grantor's Land, approximately fourteen feet (14') in width (approximately ten-foot [10'] wide trail with two-foot [2'] wide shoulders on both sides where feasible), from Rock Street to W. Middlefield Road, as more particularly described and depicted in the attached Exhibit 2 ("Easement"), attached hereto and incorporated herein, for the use, operation, maintenance, inspection, and repair of the Trail Extension as more specifically set forth in Section 3.3, subject to the limitations of use set forth in this Agreement.

1.2 **Access.** Grantee's rights of access, ingress and egress to the Easement for use thereof shall be from Rock Street or W. Middlefield Road, and shall be executed so as to cause the least practicable damage and inconvenience to Grantor.

1.3 **No Title or Mineral Rights.** The Parties agree that this Agreement does not convey, nor will it be construed as conveying, any part of the fee title to the Land, nor the oil, gas, or other mineral rights underlying the Land.

2. OWNERSHIP OF LAND AND IMPROVEMENTS.

2.1 **Ownership of Land.** Grantor represents and warrants that Grantor is the sole fee title owner of the Land and has the right, title, and capacity to grant the Easement to Grantor.

2.2 **Ownership of Trail Extension Improvements.** All Trail Extension improvements and related appurtenances, structures, and fixtures installed or constructed by Grantee or on Grantee's behalf (including, without limitation, all such improvements installed or constructed pursuant to the Design & Construction Contract) on or within the Easement will remain the property of Grantee (the "Trail Extension Improvements").

3. PURPOSE, USE, AND TERM.

3.1 **Purpose & Use.** The Easement for the Trail Extension is granted for the purposes of public use as a bicycle and pedestrian trail, as well as for Grantee's use, operation,

maintenance, inspection, repair, replacement, and removal of the Trail Extension Improvements and Easement.

3.2 Limitations. Public access on the Easement must only be passive in nature; picnic facilities, barbecues, fires, dogs or other domestic animals (except on leash), equestrian use, and any type of motorized vehicles (except as necessary for maintenance and/or repair purposes by Grantee or as otherwise provided herein, and excluding use of Authorized Electric Transport Equipment, defined below) are not permitted on the Easement or Land, and Grantee shall ensure that such uses do not occur on the Easement or Land. Alcoholic beverages, illegal drugs, intoxicants, narcotics, firearms, weapons, hazardous materials, fireworks and other explosive materials, tobacco products (including e-cigarettes), drones, powered airplanes, posting of signs (except as otherwise provided herein), and unauthorized motorized vehicles are prohibited on the Easement and Land at all times. Grantee shall require animal handlers to clean up after their pet when using the Trail Extension Improvements. Grantee shall not commit or suffer to be committed, any waste upon the Easement or Land, or use or allow the Easement or Land to be used for any unlawful purpose, or use that violates Grantor's applicable District Board Policies or Administrative Regulations concerning use of District property or Grantee's applicable policies concerning use of City trails. "Authorized Electric Transport Equipment" means battery operated or chargeable (non-fuel) electric-assist bicycles, scooters, and skateboards (as defined by the California Vehicle Code), as well as power wheelchairs, electric scooters, mobility aids, and other power-driven mobility devices designed primarily for use by an individual with a mobility disability for the main purpose of locomotion or which are otherwise covered under the Americans with Disabilities Act (ADA). The speed limit on the Easement and Land shall not exceed 15 miles an hour, but in no instance shall the speed allowed be greater than is reasonable and prudent under the conditions then existing on the Easement or Land.

3.3 Grantee's Obligations.

(a) Grantee shall be responsible for the operation, maintenance, safe-upkeep, inspection and repair of the Easement, including the Trail Extension Improvements thereon. Grantee shall be responsible for the routine and timely removal of trash from the Easement and surrounding areas, including the maintenance and emptying of trash receptacles located on the Easement for public use. Grantee shall provide graffiti removal from the Easement and surrounding areas, including graffiti removal from signs and other Trail Extension Improvements. Grantee has primary responsibility for removal of graffiti on the Land reasonably attributed to public use of the Trail Extension.

(b) All costs and expenses in connection with the use, operation, maintenance, safe-upkeep, inspection, modification, repair and/or removal of the Trail Extension and related Trail Extension Improvements shall be the sole responsibility of Grantee. Grantee agrees to utilize only employees, contractors, and subcontractors that are appropriately licensed, bonded, and insured in California for any work to be performed within the Easement pursuant to this Agreement. Grantee agrees to take full responsibility for obtaining, at Grantee's expense, all local, state and federal licenses, permits, authorizations, approvals, and other governmental or regulatory entitlements required for Grantee's use of the Land. Grantee shall be responsible for, and fully and promptly pay, all utilities and services to and for the Trail Extension Improvements.

(c) Grantee acknowledges and understands that the Easement is located within an operating school site. Grantee shall provide proper measures to protect the safety of the students and public, and shall furnish and place reasonable structures and signage for the prevention of accidents. Implementation of maintenance and safety programs shall be

the sole responsibility of Grantee. Grantee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1 in connection with any work performed on the Easement on behalf of Grantee.

(d) Grantee agrees to maintain the Easement, including the Trail Extension Improvements, and surrounding areas in a clean and safe condition, free and clear of debris. Grantee shall be responsible for the cost repair or replacement for damage done to existing structures, furnishings, equipment, buildings, walks, roads, trees, landscaping and/or improvements on the Land in connection with Grantee's use of the Easement.

(e) Grantee shall be responsible for responding to all public complaints and inquiries regarding the Trail Extension Improvements, and shall reasonably work with Grantor and/or the public to resolve any and all issues that arise to the satisfaction of Grantor.

3.4 **Construction or Installation of Additional Improvements.**

(a) At Grantee's sole cost and expense, Grantee may construct, install, or modify a Trail Extension Improvement on the Easement only if all of the following conditions are satisfied: (i) Grantor determines that such improvement does not unreasonably interfere with Grantor's current or future use of the Land or the educational programs of Grantor conducted thereon, does not unduly disrupt the residents in the surrounding neighborhood, and does not jeopardize the safety of the children at the school thereon; (ii) Grantor determines that such improvement does not violate any term or condition of any recorded document, or other agreement between Grantor and third parties, preexisting as of the Effective Date of this Agreement; (iii) Grantee provides Grantor with the proposed plans, specifications, and scope of the improvement and obtains Grantor's prior written approval of same; and (iv) such improvement (including the construction thereof) is compliant with all applicable legal and permitting requirements (including, without limitation, California Environmental Quality Act (CEQA) and Department of State Architect (DSA) requirements), and Grantee shall comply with all applicable federal and state laws pertaining to public works projects, including prevailing wage and public bid.

(b) Not less than fifteen (15) days prior to the construction, installation, major repair, renovation, or demolition of any Trail Extension Improvements, Grantee shall provide Grantor with certificates of insurance and endorsements naming the Grantor, its Board, trustees, employees, and agents as additional insureds on all contractor(s)' and subcontractor(s)' insurance policies.

(c) Except in those instances where a condition exists that poses an imminent and eminent threat to public safety, Grantee shall give Grantor five (5) days prior written notice before commencing any work on the Easement so that Grantor may post such notices of non-responsibility with respect thereto as Grantor may deem appropriate. In cases of emergency repairs, Grantee shall give Grantor notice as soon as practically possible.

3.5 **No Obstructions.** Grantor reserves the right to use and enjoy the Easement provided that Grantor agrees not to build, construct, or create, nor permit others to build, construct, create, or use any building, structure, engineering works, or other personal property or improvements on the Easement that will unreasonably impair or interfere with the Easement granted to Grantee under this Agreement, except as set forth herein or as permitted in recorded documents or agreements between Grantor and third parties preexisting as of the Effective Date of this Agreement. Grantee understands and agrees that Grantor may require, in Grantor's sole discretion, absolute, free, and unimpeded access to

the Easement for Grantor's maintenance or operational activities or school purposes, and Grantor reserves the right to temporarily prohibit or control public access and Grantee's use of the Easement as determined necessary by Grantor.

4. **TERMINATION.**

In the event Grantee ceases to use the Easement for a period of one year or abandons the Trail Extension Improvements, or in the event Grantee fails to use the Easement for the purpose for which it is granted or fails to operate or maintain the Easement or Trail Extension Improvements as set forth herein, then all rights of Grantee in and to the Easement shall thereupon cease and terminate and shall immediately revert to and vest in the Grantor or its successors. Upon termination of Grantee's rights, Grantee shall, upon request by Grantor, and at Grantee's sole cost and expense, remove the Improvements from the Easement and restore the Easement and surrounding affected area to its original condition with due diligence and dispatch. Upon the failure of Grantee to do so, this work may be performed by Grantor at Grantee's expense, which Grantee agrees to pay to the Grantor upon demand.

5. **RELOCATION, REMOVAL, AND RESTORATION.**

5.1 **Relocation of Facilities and/or Easement.** In the event Grantor needs the Easement, or portion thereof for its own purposes, Grantor shall make a reasonable effort to find an alternative location suitable to Grantee, on Grantor's Land, so that the Easement and/or Trail Extension Improvements may be relocated. Grantor shall provide Grantee with a minimum of one-hundred-eighty (180) days' notice of its desire to relocate the Easement and/or Trail Extension Improvements. If no suitable relocation is identified after Grantor's reasonable efforts, either Party may terminate this Agreement upon ninety (90) days written notice.

5.2 **Removal and Restoration of Property.** Upon termination of this Agreement or Grantee's abandonment of the Easement, Grantee shall, within 120 days or as otherwise agreed to by Grantor, remove the Trail Extension Improvements from the Easement, including all below-ground improvements, and restore the Easement and impacted Land as near as is reasonably practicable to its original condition. If Grantee fails to remove all its Trail Extension Improvements as set forth herein, Grantor may remove Grantee's Trail Extension Improvements and recover the costs of such removal from Grantee.

6. **INDEMNIFICATION.**

6.1 Liability, Defense, Hold Harmless, Indemnification of Grantor. To the furthest extent permitted by California law, Grantee shall fully defend, hold harmless and indemnify Grantor, its Board and members thereof, trustees, officials, officers, employees, agents, representatives, consultants, volunteers, and invitees ("Indemnitees") against any and all injury, loss, damage or liability, or any claims, actions, or proceedings which may be sustained or incurred by Grantor, including costs or expenses (including attorney's fees of counsel who shall be selected by Grantor) proximately caused in whole or in part by: (i) Grantee's use, occupancy, and/or activities on or in the vicinity of the Easement, including but not limited to, its use, operation, maintenance, repair, or removal of the Trail Extension Improvements; (ii) public use of the Easement; (iii) or which may arise from this Agreement; or (iv) which may arise from any challenge seeking to attack, set aside, void, or annul any governmental approval, adoption, or decision required for the grant or this Easement to Grantee or otherwise for Grantee's use of the Easement; except to the extent caused by the negligence, gross negligence or willful misconduct of any Indemnitee.

6.2 **Liability.** Except for claims resulting from the sole negligence or willful misconduct of Grantor, Grantor shall not be liable to Grantee for any loss or damages arising out of death, personal injuries or property damage on or in connection with Grantee's use, operation, maintenance, inspection, repair, replacement, or removal of the Trail Extension Improvements, the Easement, or in connection with this Agreement. Grantor is not responsible for any loss, damage, or destruction occurring to the Trail Extension Improvements, and all such costs for the replacement or repair of same shall be borne by Grantee. Likewise, Grantee shall have no responsibility for the security or protection of the Trail Extension Improvements, or the maintenance of any utilities thereon serving the Trail Extension Improvements. Grantor and Grantor's agents shall endeavor to not damage or destroy the Trail Extension Improvements.

6.3 **Mechanic's Liens.** Grantee shall not suffer or permit to be recorded against the Easement or Land, or portion thereof, or otherwise enforced against Grantor, any mechanics', materialmen's', contractors', or subcontractors' lien or liens arising from any work related to the Trail Extension Improvements or Easement, however it may arise. Grantee shall indemnify, protect, defend, and hold Grantor and its property free and harmless from and against all claims arising out of any such liens, together with reasonable attorneys' fees and costs, and all costs and expenses reasonably incurred in defending or otherwise protecting against such claims.

7. **INSURANCE.**

Grantee shall at all times during the term of this Agreement maintain, in full force and effect, general liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence, including coverage for injury to or death of persons and damage to or destruction of property resulting from the construction, installation, use, operation, inspection, repair, maintenance, replacement, or removal of the Trail Extension Improvements and/or Easement. Grantee shall furnish to Grantor, upon execution of this Agreement and prior to expiration of each policy period as applicable, evidence that the insurance referred to in this section is in full force and effect. Each policy of insurance shall: (i) name the Grantor and its Board as an additional insured thereunder; (ii) stipulate that the insurance is primary insurance and that no insurance or self-insurance of Grantor will be called upon to contribute to a loss; (iii) provide that the policy may not be cancelled or amended without at least thirty (30) days prior written notice to Grantor; and (iv) provide an endorsement that the insurer waives the right of subrogation against Grantor and its Board, trustees, officers, employees, agents, representatives, consultants, and volunteers. Grantor acknowledges Grantee is a municipal corporation and is self-insured.

8. **GOVERNING LAW AND RESOLUTION OF DISPUTES.**

8.1 **Governing Law and Venue.** This Agreement is governed by and interpreted under the laws of the State of California, and venue for any legal action shall be in the County of Santa Clara.

8.2 **Resolution of Disputes.** All claims, disputes, or controversies arising out of, or in relation to the interpretation, application, or enforcement of this Agreement shall be submitted to mediation as the first method of resolution. The cost of the mediator shall be split evenly between the Parties, and each Party shall bear its own costs of legal representation and witness expenses. If the Parties fail to settle the dispute within thirty (30) days of mediation, nothing in this section shall be construed to prevent either Party from bringing a legal action to resolve any such claim, dispute, or controversy.

9. **GENERAL PROVISIONS.**

9.1 **Cooperation with Other Occupants of the Land.** It is understood and recognized by Grantee that the Land, including the Easement, will be used by other parties, including, without limitation, Grantor, and Grantee shall cooperate with the other parties in reaching amicable arrangements concerning use of common areas. Grantee further acknowledges, understands, and agrees that portions of the Easement fall within the boundaries of existing third-party easements and/or rights-of-way across the Land, and Grantee's use, operation, inspection, repair, maintenance, and/or removal of the Trail Extension Improvements and/or Easement shall not impede or interfere with such rights or access.

9.2 **Notice.** All notices required or permitted under this Agreement must be in writing and delivered by certified or registered mail (postage prepaid), or by a nationally recognized courier service, with charges prepaid or charged to the sender's account. Notices sent by email are ineffective. Notices that do not comply with the requirements of this Section are ineffective and do not impart actual or any other kind of notice. Notices shall be addressed as follows:

To Grantee: Public Works Director
 City of Mountain View
 500 Castro Street
 Mountain View, CA 94041

To Grantor: Superintendent
 Mountain View Whisman School District
 750-A San Pierre Way
 Mountain View, CA 94943

9.3 **Transfer/Assignment.** Grantee shall not sell, sublet, convey, assign, or transfer the Easement or the Trail Extension Improvements to any other entity or person without the written consent of the Grantor. Any presumptive transfer violating this provision is void. Grantee shall not assign or confer any of its rights, duties, or privileges under this Agreement.

9.4 **Entire Agreement.** This Agreement does not alter or amend any other agreements between Grantor and Grantee, except this Agreement comprises the complete and exclusive agreement between the Parties regarding the location of the Easement and Grantee's use thereof. This Agreement shall be construed harmoniously with the Design & Construction Contract so as to give effect to all of the terms, covenants, and conditions of each document to the greatest extent permitted, and this Agreement shall in no way relieve either Party of its obligations under the Design & Construction Contract, including, without limitation, those provisions of the Design & Construction Contract that survive the termination of that Contract.

9.5 **Amendment.** No amendment to this Agreement is effective unless made in writing and signed by each Party or its authorized representative.

9.6 **Waiver.** A Party's failure to pursue remedies for breach of this Agreement does not constitute a waiver by either Party of any breach of this Agreement by the other Party, or raise any defense against claims against the other Party for breach of this Agreement. The waiver or failure to require the performance of any covenant or obligation

contained in this Agreement or pursue remedies for breach of this Agreement does not waive a later breach of that covenant or obligation.

9.7 **Severability.** Each provision of this Agreement is severable and if any provision is determined to be invalid, unenforceable, or illegal under any existing or future law by a court of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability, or illegality does not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal, unless deletion of the invalid, unenforceable, or illegal provision or provisions would result in such a material change as to cause the purpose of this Agreement to be considered unreasonably unfair to either Party or its fundamental terms and conditions to be considered to be unreasonable.

9.8 **Survival.** Despite termination of this Agreement for any reason, all provisions in this Agreement containing representations, warranties, releases, and indemnities, and all provisions relating to limitations of liability, dispute resolution and governing law, and all causes of action which arose prior to completion or termination, survive indefinitely until, by their respective terms, they are no longer operative or are otherwise limited by an applicable statute of limitations.

9.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original of this Agreement, and which together will constitute one and the same instrument; provided, however, that neither Party will be bound to this Agreement unless and until both Parties have executed a counterpart.

9.10 **Authorized Representatives.** Each Party represents and warrants that the Agreement has been duly executed and delivered by it or its authorized officer or other representative and constitutes its legal, valid, and binding obligation, enforceable in accordance with the terms of said Agreement, and that no consent or approval of any other person is required in connection with its execution, delivery, and performance of the Agreement.

9.11 **Exhibits.** All of the exhibits to this Agreement are an integral part of this Agreement and are incorporated by reference into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first set forth above as evidenced by the following signatures of authorized representatives of the Parties.

GRANTOR:

Mountain View Whisman School District,
a California public school district

By: _____

Name: _____

Title: _____

GRANTEE:

City of Mountain View,
a California charter city and municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT 1

The Land

(APNs 153-14-025 & 153-14-022)

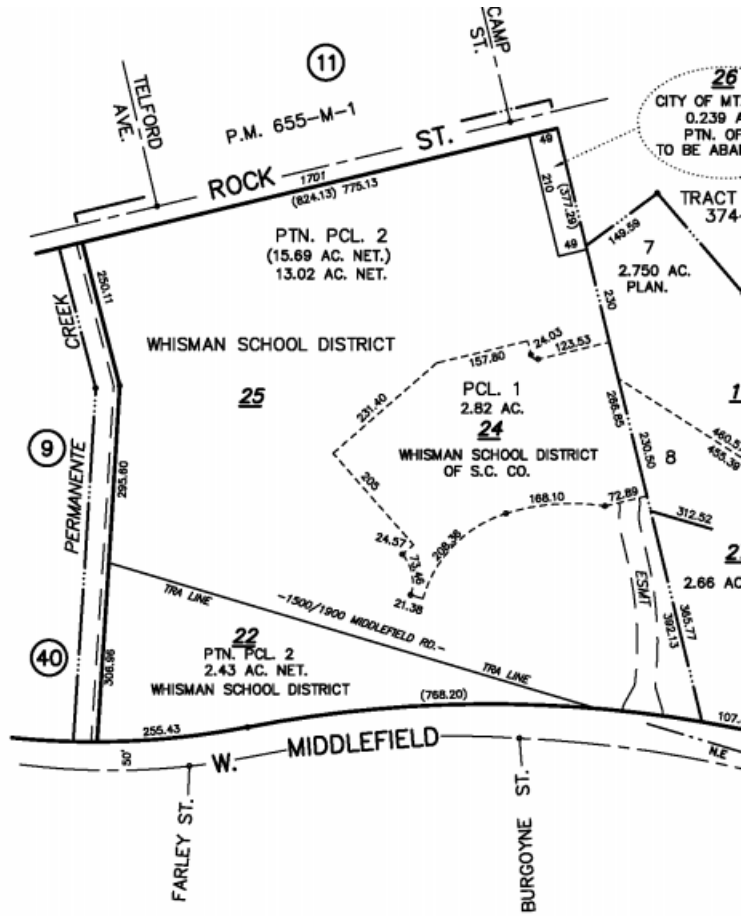


EXHIBIT 2

Legal Description of the Easement



EXHIBIT A EASEMENT DESCRIPTION PUBLIC ACCESS EASEMENT

A strip of land being a portion of Parcel 2 of the Parcel Map filed April 12, 1994, in Book 665 of Maps at Page 1, as File No. 12445181, Official Records of Santa Clara County, California, y described as follows:

BEGINNING at the northwesterly corner of said Parcel 2;

THENCE South 00° 05' 39" West, along the westerly line of said Parcel 2, a distance of 278.12 feet;

THENCE along the westerly line of said Parcel 2, South 18° 11' 39" West, 450.30 feet to the beginning of a non-tangent curve to the right having a radius of 75.00 feet and to which point a radial line bears South 83°53'37" East;

THENCE along said curve, through a central angle of 008°29'35", an arc distance of 11.12 feet thereon to the beginning of a non-tangent curve to the left having a radius of 40.00 feet and to which point a radial line bears North 85°06'13" West;

THENCE along said curve, through a central angle of 014°52'49", an arc distance of 10.39 feet thereon to the beginning of a curve to the left having a radius of 157.77 feet;

THENCE along said curve, through a central angle of 035°48'59", an arc distance of 98.62 feet 98.62 feet thereon to the beginning of a curve to the right having a radius of 25.00 feet;

THENCE along said curve, through a central angle of 056°21'00", an arc distance of 24.59 feet thereon;

THENCE South 10° 32' 59" West, 8.33 feet to the southerly line of said Parcel 2 and the beginning of a non-tangent curve to the left having a radius of 1,400.00 feet and to which point a radial line bears South 10°45'48" West;

(CONTINUED ON NEXT SHEET)

(CONTINUED FROM PREVIOUS SHEET)



Public Access Easement Description
November 29, 2016
BKF Job No.: 20140273-56

THENCE along said curve through a central angle of $000^{\circ}24'33''$, an arc distance of 10.00 feet thereon;

THENCE North $10^{\circ} 32' 59''$ East, 8.33 feet to the beginning of a curve to the left having a radius of 35.00 feet;

THENCE along said curve, through a central angle of $056^{\circ}21'00''$, an arc distance of 34.42 feet thereon to the beginning of a curve to the right having a radius of 147.77 feet;

THENCE along said curve, through a central angle of $026^{\circ}40'12''$, an arc distance of 68.78 feet thereon to the beginning of a curve to the right having a radius of 25.00 feet;

THENCE along said curve, through a central angle of $037^{\circ}47'05''$, an arc distance of 16.49 feet thereon;

THENCE North $18^{\circ} 39' 16''$ East, 3.96 feet thereon to the beginning of a curve to the left having a radius of 95.00 feet;

THENCE along said curve, through a central angle of $018^{\circ}10'08''$, an arc distance of 30.13 feet thereon to the beginning of a curve to the right having a radius of 136.43 feet;

THENCE along said curve, through a central angle of $035^{\circ}51'37''$, an arc distance of 85.39 feet thereon to the beginning of a curve to the left having a radius of 95.00 feet;

THENCE along said curve, through a central angle of $017^{\circ}48'53''$, an arc distance of 29.54 feet thereon;

THENCE North $18^{\circ} 31' 51''$ East, 88.56 feet to the beginning of a curve to the left having a radius of 40.00 feet;

THENCE along said curve through a central angle of $015^{\circ}43'26''$, an arc distance of 10.98' feet thereon;

(CONTINUED ON NEXT SHEET)

(CONTINUED FROM PREVIOUS SHEET)

THENCE North 02° 48' 25" East, 47.07 feet to the beginning of a curve to the left having a radius of 36.50 feet;

THENCE along said curve through a central angle of 015°23'14" an arc distance of 9.80' feet thereon;

THENCE North 18° 11' 39" East, 163.47 feet to the beginning of a curve to the left having a radius of 100.50 feet;

THENCE along said curve through a central angle of 018°06'00" an arc distance of 31.75 feet;

THENCE North 00° 05' 39" East, 68.22 feet to the beginning of a curve to the right having a radius of 199.50 feet;

THENCE along said curve through a central angle of 008°36'09" an arc distance of 29.95 feet to the beginning of a curve to the left having a radius of 200.50 feet;

THENCE along said curve through a central angle of 008°36'09" an arc distance of 30.10 feet thereon;

THENCE North 00° 05' 39" East, 96.87 feet to the beginning of a curve to the right having a radius of 25.50 feet;

THENCE along said curve through a central angle of 014°53'19" an arc distance of 6.63feet thereon;

THENCE North 14° 58' 58" East, 7.78 feet to the beginning of a curve to the left having a radius of 44.50 feet;

THENCE along said curve through a central angle of 013°34'14" an arc distance of 10.54 feet;

THENCE North 01° 24' 43" East, 4.05 feet to the northerly line of said Parcel 2;

(CONTINUED ON NEXT SHEET)

(CONTINUED FROM PREVIOUS SHEET)

THENCE North 88° 50' 57" West, along said northerly line, 10.43 feet to the **POINT OF BEGINNING**.

Said parcel contains 9,221 Sq. Ft. (0.212 acres).

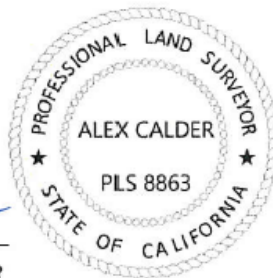
A plat, entitled "Plat of Public Access Easement Description", showing the above described parcel, is attached hereto and made a part hereof as Exhibit B.

END OF DESCRIPTION

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



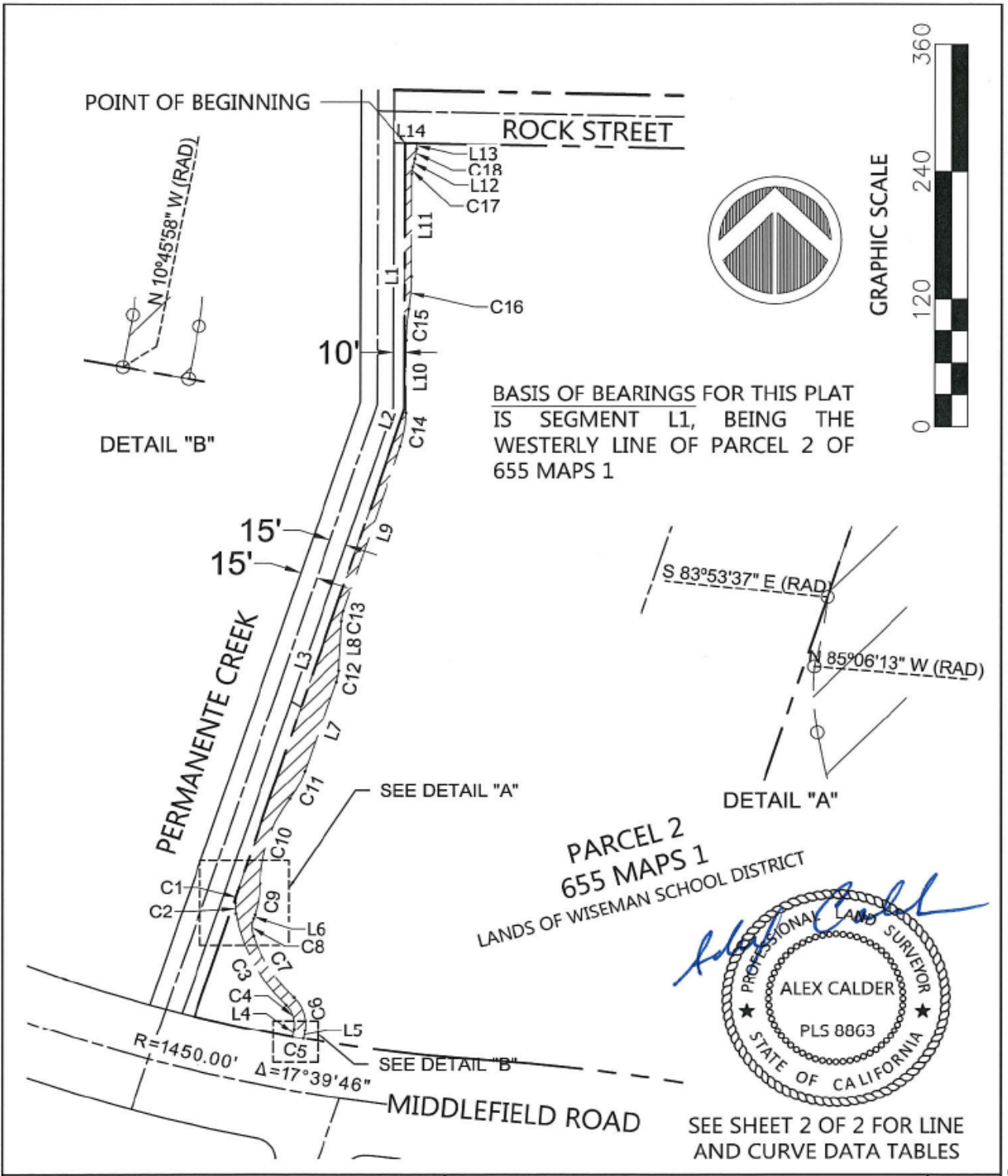
Alex Calder, PLS 8863



December 2, 2016

Date

Depiction of the Easement



DRAWING NAME: J:\Eng\140273\Plate & Legals\PAE-1.dwg
PLOT DATE: 12-02-16
PLOTTED BY: wild

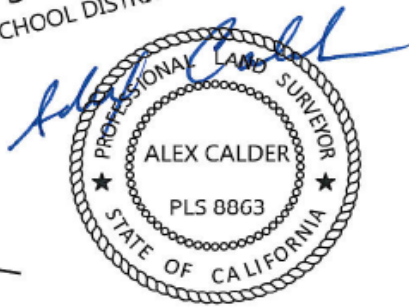
BKF 100+
YEARS
ENGINEERS . SURVEYORS . PLANNERS

255 SHORELINE DR.,
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

EXHIBIT B
PLAT TO ACCOMPANY DESCRIPTION
OF PUBLIC ACCESS EASEMENT

MOUNTAIN VIEW SANTA CLARA COUNTY CALIFORNIA

Date 11/29/16
Scale 1" = 120'
Sheet 1 of 2
Drawn IW
Approved AC
Job No 140273-04



©BKF Engineers

Line Table			Curve Table			
Line #	Length	Direction	Curve #	Length	Radius	Delta
L1	250.11	S00°05'39"W	C1	11.12	75.00	008°29'35"
L2	28.01	S18°11'39"W	C2	10.39	40.00	014°52'49"
L3	450.30	S18°11'39"W	C3	98.63	157.77	035°48'59"
L4	8.33	S10°32'59"W	C4	24.59	25.00	056°21'00"
L5	8.33	N10°32'59"E	C5	10.00	1400.00	000°24'33"
L6	3.96	N18°39'16"E	C6	34.42	35.00	056°21'00"
L7	88.56	N18°31'51"E	C7	68.78	147.77	026°40'12"
L8	47.07	N02°48'25"E	C8	16.49	25.00	037°47'05"
L9	163.47	N18°11'39"E	C9	30.13	95.00	018°10'08"
L10	68.22	N00°05'39"E	C10	85.39	136.43	035°51'37"
L11	96.87	N00°05'39"E	C11	29.54	95.00	017°48'53"
L12	7.78	N14°58'58"E	C12	10.98	40.00	015°43'26"
L13	4.05	N01°24'43"E	C13	9.80	36.50	015°23'14"
L14	10.43	N88°50'57"W	C14	31.75	100.50	018°06'00"
			C15	29.95	199.50	008°36'09"
			C16	30.10	200.50	008°36'09"
			C17	6.63	25.50	014°53'19"
			C18	10.54	44.50	013°34'14"

DRAWING NAME: j:\Eng14\140273\Plats & Legals\PAE-1.dwg
PLOT DATE: 12-02-18 PLOTTED BY: wild



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255 SHORELINE DR.,
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EXHIBIT B
PLAT TO ACCOMPANY DESCRIPTION
OF PUBLIC ACCESS EASEMENT

MOUNTAIN VIEW SANTA CLARA COUNTY CALIFORNIA

Date 11/29/18
Scale N/A
Sheet 2 of 2
Drawn IW
Approved AC
Job No 140273-54

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Line Table			Curve Table			
Line #	Length	Direction	Curve #	Length	Radius	Delta
L1	250.11	S00°05'39"W	C1	11.12	75.00	008°29'35"
L2	28.01	S18°11'39"W	C2	10.39	40.00	014°52'49"
L3	450.30	S18°11'39"W	C3	98.63	157.77	035°48'59"
L4	8.33	S10°32'59"W	C4	24.59	25.00	056°21'00"
L5	8.33	N10°32'59"E	C5	10.00	1400.00	000°24'33"
L6	3.96	N18°39'16"E	C6	34.42	35.00	056°21'00"
L7	88.56	N18°31'51"E	C7	68.78	147.77	026°40'12"
L8	47.07	N02°48'25"E	C8	16.49	25.00	037°47'05"
L9	163.47	N18°11'39"E	C9	30.13	95.00	018°10'08"
L10	68.22	N00°05'39"E	C10	85.39	136.43	035°51'37"
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ACKNOWLEDGEMENTS

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)
) ss.
COUNTY OF SANTA CLARA)

On _____, 2018, before me, _____, Notary Public, personally appeared _____, 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 this the _____ day of _____, 2018.

Notary Public, State of California
My Commission
Expires: _____

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the GRANT OF EASEMENT AND AGREEMENT, dated _____, from MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a California public school district, to CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, is hereby accepted by order of the City Council of the CITY OF MOUNTAIN VIEW on this same date, and the CITY consents to recordation thereof by its duly authorized officer.

Dated: _____

CITY OF MOUNTAIN VIEW,
a California charter city and municipal
corporation

By: _____

Name: _____

Title: _____

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 Santa Clara

On _____, before me, Lisa Natusch, City Clerk, personally appeared Daniel H. Rich, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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: _____ (Seal)
Lisa Natusch, City Clerk
City of Mountain View
Government Code §40814