

DRAFT

AGREEMENT

by and between

BAHRAM AND ZOHREH ABOLMOLUKI, as Trustees of the ABOLMOLUKI LIVING
TRUST DATED MAY 25, 2018
as Seller

and

CITY OF HALF MOON BAY,

as Buyer

For the purchase and sale of Temporary Construction Access License and Permanent Pathway
Easement over

APN 056-391-010

Half Moon Bay, California

_____, 2023

AGREEMENT

(APN: 056-391-010, HALF MOON BAY, CALIFORNIA)

THIS AGREEMENT (“Agreement”), dated for reference purposes only as of _____, 2023, is by and between BAHRAM ABOLMOLUKI AND ZOHREH ABOLMOLUKI, as Trustees of the ABOLMOLUKI LIVING TRUST DATED MAY 25, 2018 (“Seller”), and the CITY OF HALF MOON BAY, a municipal corporation formed under the laws of the State of California (“City”). Seller and City agree as follows:

1. PURCHASE AND SALE

1.1 Temporary Construction Access License

Seller agrees to sell and convey to City, and City agrees to purchase from Seller, subject to the following terms, covenants, and conditions, a temporary construction access license (“License”) for use of and access over 20 Stone Pine Road in the City of Half Moon Bay, California (APN 056-391-010) (“Property”) for the renovation of Carter Park (“Project”).

[a] The License includes the right of ingress and egress through the Property, together with the full right of the City and its agents to enter the Property with machinery, trucks, materials, tools, and other equipment required to complete the Project and store equipment and materials. The area of the License that is nonexclusive is described in Exhibit A and identified in Exhibit B (“Nonexclusive Area”), both attached hereto. The area of the License that is exclusive is described in Exhibit C and identified in Exhibit D (“Exclusive Area”), both attached hereto. The City will use the Nonexclusive Area for access to Carter Park for the Project. The City will not store equipment or materials in the Nonexclusive Area. The City will use the Exclusive Area for access to Carter Park for the Project and to store materials and equipment.

[b] The term of the License (“Term”) will begin on _____, 2023, and expire on the earlier of June 30, 2024, or the Restoration of the Property by the City as defined in Section 1.1[k].

[c] In using the License, the City will comply with all applicable laws, ordinances, and regulations, including but not limited to all applicable regulatory, environmental, and safety requirements at the City’s sole cost and expense.

[d] The City will not materially interfere with the operation and activities of Seller and Seller’s tenants, invitees, or other users of the Property authorized by Seller, other than in the exclusive area of the License. The City shall use and follow procedures on the Property that will result in the least damage and inconvenience to Seller and Seller’s tenants, invitees, or other users of the Property authorized by Seller.

[e] The City will not permit construction vehicles to park on the Property during the Term.

[f] The City will complete most deliveries for the Project prior to 11 am. Deliveries after 11 am will be limited to a single vehicle trip.

[g] The City will give Seller and Seller's tenants a minimum of 72 hours' notice of a concrete pour or debris removal. The City will not leave debris on the Property, including the area of the License ("License Area").

[h] The City will keep construction noise within the limits provided in the Project plans. The City will give Seller's tenants advance notice of major noise-producing activities.

[i] The City will maintain dust control during ground disturbing activities, including watering, within limits provided in the Project plans, to ensure that no airborne dust travels to the Property.

[j] The City will ensure that driveway access to the Property remains open at all times during the Term.

[k] The City shall be responsible for any damage to the Property or to the property of third parties resulting from the City's use of the License. The City will conduct pre- and post-inspection surveys of all wet utilities. At Seller's option, the inspections will be conducted in the presence of Seller. The inspections will include visual investigation of valves, utility access holes, and above-ground facilities to establish existing and post construction conditions. Additional testing measures may include pressure testing and Closed Caption TV. At the completion of the Term, the City will promptly repair, restore, and replace the Property to its original or better condition, including, but not limited to roads, utilities, irrigation system, hardscape, landscaping, buildings, and fences that may be altered, damaged, or destroyed by the City during the Term ("Restoration"). For alteration, damage, or destruction of the Property that does not require prompt and immediate repair, restoration, or replacement, the City will complete such repairs, restoration, or replacement within 30 days after completion of the Project. Not later than 30 days prior to the expected completion date of the Project, the City and at Seller's option, Seller, will inspect the Property and prepare a tentative punch list of Restoration required. Within five business days after completion of Restoration, the City and at Seller's option, Seller, will review the Restoration to ensure that the Restoration has been completed as agreed. At Seller's request, the City will provide photos, videos, and other documentation of the existing condition of the License Area before the City starts construction of the Project.

[l] The City will have the right to remove trees and shrubs in the License Area that may materially interfere with access to or completion of the Project. The City will replace any such trees and shrubs with drought-tolerant trees and shrubs as part of Restoration. At Seller's option, Seller may approve the types of replacement trees and shrubs in advance of the start of construction for the Project.

[m] The City and/or its General Contractor shall provide current certificates or other proof of insurance to Seller prior to the start of construction of the Project.

[n] The City will save, defend, hold harmless, and indemnify Seller, its officers, tenants, lenders, employees, agents, invitees, and guests from any and all liability, loss, costs, or obligations on account of, or arising out of, any injury or losses caused or claimed to be caused

by the City's use of the License, however occurring, other than injury or losses caused by the willful or negligent acts or omissions of Seller, its officers, tenants, lenders, employees, agents, invitees, and guests.

[o] Seller has not made and makes no warranties about the License Area and its suitability for the City's purposes, nor does Seller warrant any of any conditions of the License Area or the Property during the Term.

[p] The City shall not cause or suffer liens of any kind to be placed against the Property or Seller. The City shall promptly, but no later than 30 days after a lien caused by the City's use of the License is recorded against the Property, take appropriate action to expunge, remove, satisfy, or bond any claim of lien by any person against the Property or Seller.

1.2 Permanent Pathway Easement

Seller agrees to sell and convey to City, and City agrees to purchase from Seller, subject to the following terms, covenants, and conditions, a permanent, non-exclusive, easement on an existing paved pathway for access to Carter Park ("Pathway Easement") for pedestrians and non-motorized transport. The Pathway Easement is described in Exhibit E and identified in Exhibit F, both attached hereto. The Pathway Easement will be joined with the existing paved pathway on City Property to ensure unimpeded public access to Carter Park.

2. CONSIDERATION

The City shall pay to Seller, in cash, the amount of One Hundred Fifty-Nine Thousand Dollars and No Cents (\$159,000) for the License and One Hundred Fourteen Thousand One Hundred Fifty Dollars and No Cents (\$114,150) for the Pathway Easement, totaling Two Hundred Seventy Three Thousand One Hundred Fifty Dollars and No Cents (\$273,150) ("Purchase Price").

3. TITLE TO THE PATHWAY EASEMENT

3.1 Conveyance of Title to the Pathway Easement

At the Closing (as defined in Section 5.3) Seller shall convey to City, or its nominee, a grant of permanent easement for the Pathway Easement by duly executed and acknowledged grant deed in the form attached hereto as Exhibit G ("Deed"), subject to the Accepted Conditions of Title (as defined in Section 3.2 [Title Insurance]).

3.2 Title Insurance

Delivery of title in accordance with Section 3.1 shall be evidenced by the commitment of Chicago Title Company ("Title Company") to issue to City, or its nominee, a CLTA owner's policy of title insurance (or an ALTA extended coverage policy if the Survey (defined below) is obtained by City) ("Title Policy") in the amount of One Hundred Fourteen Thousand One Hundred Fifty Dollars and No Cents (\$114,150), insuring fee simple title to the Pathway Easement in City, or its nominee, free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, creditors' claims, rights of tenants or other occupants, and all other

exceptions, liens, and encumbrances except solely for the following (such exceptions approved by City are collectively referred to herein as the “Accepted Conditions of Title”): (i) the lien of real property taxes, not yet due or payable, provided City shall be shown as exempt from such taxes in the Title Policy; and (ii) exception numbers 1, 4, 5, 6, 7, 8, 9, 11, 14, 15, as listed in the preliminary title reports from Chicago Title Company dated December 20, 2021, Order No. 15608871-156-TJK-JM (APN 056-128-110).

4. CONDITIONS TO CLOSING

4.1 City’s Conditions to Closing

The following are conditions precedent to City’s obligation to purchase the Easements (collectively, “City’s Conditions Precedent”).

[a] Title Company shall be committed at the Closing to issue to City the Title Policy (or Title Policies) as provided in Section 3.2 [Title Insurance].

[b] Seller shall have delivered the items described in Section 5.4 below [Seller’s Delivery of Documents] on or before the Closing.

[c] Approval of this Agreement and the purchase of the Easements by the Half Moon Bay City Council.

[d] Compliance with California Government Code Section 65402.

If any of City's Conditions Precedent are not satisfied within the time periods set forth above, then City shall have the right in its sole discretion either to waive in writing the City's Condition Precedent in question and proceed with the purchase or, in the alternative, terminate this Agreement without charge, penalty, or further liability or obligation to Seller.

4.2 Seller’s Conditions to Closing

The following are conditions precedent to Seller’s obligation to sell the Easements (collectively, “Seller’s Conditions Precedent”):

[a] City shall have delivered the items described in Section 5.5 below [City’s Delivery of Documents and Funds] on or before the Closing.

If any of Seller’s Conditions Precedent are not satisfied, Seller shall have the right in its sole discretion either to waive in writing Seller’s Condition Precedent in question and proceed with the sale or, in the alternative, terminate this Agreement without charge, penalty, or further liability or obligation to the City.

4.3 Cooperation with City

Seller shall cooperate with the City and do all commercially reasonable acts as may be reasonably requested by the City with regard to the fulfillment of the City’s Conditions Precedent, at no cost to Seller.

4.4 Waiver

No waiver by either party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

5. ESCROW AND CLOSING

5.1 Opening of Escrow

On or before the Effective Date (as defined in Section 9.10), the parties shall open escrow by depositing an executed counterpart of this Agreement with Title Company, and this Agreement shall serve as instructions to Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and the City agree to execute such additional or supplementary instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement and close the transaction; provided, however, that in the event of any conflict between the provisions of this Agreement and any additional supplementary instructions not executed by both parties, the terms of this Agreement shall control.

5.2 Deposit of Funds into Escrow

The City will deposit funds into the Escrow (“Fund Deposit”) in an amount as needed to comply with the provisions of Section 5.5[c] below.

5.3 Closing Dates

The consummation of the acquisition and conveyance of the Easements contemplated hereby (the “Closing”) shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of Title Company located at One Embarcadero Center, Suite 250, San Francisco California 94111, on or before the fifteenth (15th) calendar day following the date of the Fund Deposit (“Closing Date”), subject to the provisions of Section 4.1 [City’s Conditions to Closing] and Section 4.2 [Seller’s Conditions to Closing]. The Closing Date may not be extended without the prior written approval of both Seller and the City, except as otherwise expressly provided in this Agreement.

5.4 Seller’s Delivery of Documents

At or before the Closing, Seller shall deliver into escrow, the following:

- [a] signed and notarized grant of Pathway Easement;
- [b] signed copy of this Agreement;

[c] properly executed affidavit pursuant to section 1445(b)(2) of the Federal Tax Code in the form attached hereto as Exhibit H, and on which City is entitled to rely, that Seller is not a “foreign person” within the meaning of section 1445(f)(3) of the Federal Tax Code;

[d] properly executed California Franchise Tax Board Form 590 certifying that Seller is a California resident if Seller is an individual, or Seller has a permanent place of business in California or is qualified to do business in California if Seller is a corporation, or other evidence satisfactory to City that Seller is exempt from the withholding requirements of sections 18662 and 26131 of the State Tax Code;

[e] such resolutions, authorizations, or other documents or agreements relating to Seller as the Title Company may reasonably require demonstrating the authority of Seller to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Seller to act for and bind Seller; and

[f] closing statement in form and content satisfactory to City and Seller; and

5.5 City’s Delivery of Documents and Funds

At or before the Closing, the City shall deliver into escrow the following:

[a] acceptance of the Pathway Easement executed by the City Council, or a designee;

[b] closing statement in form and content satisfactory to City and Seller; and

[c] the Fund Deposit, including, but not limited to, a cashier's check, government warrant, or confirmed wire transfer of certified funds in the amount of the Purchase Price, plus such additional amounts as are required from Buyer for the Closing, as provided in Section 6.2 below.

6. EXPENSES AND TAXES

6.1 Closing Costs

The City shall pay the cost of the premium for the Title Policy and the cost of the endorsements thereto, any escrow and recording fees, and any transfer taxes. Seller shall be responsible for all costs incurred in connection with the prepayment or satisfaction of any loan, bond or other indebtedness secured by the Property. Seller shall also pay any costs, including recording and notary fees, associated with perfecting Seller's ownership sufficient to transfer title. Any other costs and charges of the escrow for the sale not otherwise provided for in this Section or elsewhere in this Agreement shall be paid by the City.

6.2 Preliminary Closing Adjustment

The Title Company shall prepare a preliminary Closing adjustment on the basis of any apportionments or adjustments to be made based on payments or expenses, and shall deliver such computation to Seller and Buyer prior to the Closing.

6.3 Survival

The provisions of this Section shall survive the Closing.

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Seller

Seller represents and warrants to and covenants with the City as follows:

[a] To Seller's Knowledge, as of the Effective Date, and as of the Closing Date, Seller has received no formal written notice of any currently outstanding violations of any federal, state, county, or municipal law, ordinance, order, regulation, or requirement affecting the Property.

[b] To Seller's Knowledge, Seller has received no formal written notice of any condemnation, either instituted or planned to be instituted by any governmental or quasi-governmental agency other than the City.

[c] To Seller's Knowledge, Seller has received no formal written notice of any litigation pending against Seller or that affect the use or operation of the Property.

[d] Seller has not granted any option or right of first refusal or first opportunity to any third party to acquire any interest in any of the Property.

[e] Seller has received no written notice, and to Seller's Knowledge, that the Property is in violation of any federal, state and local laws, ordinances and regulations applicable to the Property with respect to hazardous or toxic substances or industrial hygiene.

[f] Seller is not a "foreign person" within the meaning of section 1445(f)(3) of the Federal Tax Code.

As used in this Section 7, the term "to Seller's Knowledge" means the actual present knowledge of Seller, without any duty of inquiry or investigation either express or implied. As stated in Section 1.1 above, except for the representations and warranties provided herein, the Property shall be sold "as is" with all faults, whether known or unknown.

8. POSSESSION

8.1 Possession - Following the Closing, possession of the Easements shall be delivered to the City.

8. GENERAL PROVISIONS

8.1 Notices

Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing and shall be addressed as follows:

City:

City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019
Attn: Matthew Chidester, City Manager
Telephone: (650) 726-8270
Email: mchidester@hmbcity.com

Seller:

Bahram and Zohreh Abolmoluki
3312 Melendy Drive
San Carlos, CA 94070
Email: babolmoluki@yahoo.com

or to such other address as either party may from time to time specify in writing to the other upon five (5) days' prior written notice in the manner provided above. Any notice given by personal delivery or delivery service will be deemed effective on the date of receipted delivery, upon refusal to accept delivery or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. Any notice sent by facsimile shall be deemed given by the date reflected by the facsimile confirmation receipt. Any notice sent by email shall be deemed given by the date and time reflected in the email. Any notice that may be given by any party in connection with this Agreement may be given by such party's attorney.

8.2 Brokers and Finders

City has had no contact or dealings regarding the Easements, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated herein. City is not aware that Seller has listed the Easements for sale through a licensed real estate broker. Seller shall be responsible, out of Seller's proceeds, for compensating any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated herein.

8.3 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

8.4 Amendments

Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by the City and Seller.

8.5 Continuation and Survival of Representations and Warranties

All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Closing, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Closing, or, to the extent the context requires, beyond any termination of this Agreement, provided all representations and warranties set forth in Section 7.1 shall survive for a period of eighteen (18) months following the Closing Date. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in conjunction with the transaction contemplated hereby shall constitute representations and warranties hereunder.

8.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to enforce the terms of this Agreement shall be filed in a court of competent jurisdiction in San Mateo County, California.

8.7 Merger of Prior Agreements

The parties intend that this Agreement (including all of the attached exhibits and schedules, which are incorporated into this Agreement by reference) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including, without limitation, prior drafts or changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

8.8 Non-Liability of City Officials, Employees and Agents

Notwithstanding anything to the contrary in this Agreement, no City Council member, officer, employee, or agent of the City or any of its member agencies shall be personally liable to Seller, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to Seller, its successors and assigns, or for any obligation of the City under this Agreement.

8.9 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

8.10 Effective Date

As used herein, the term "Effective Date" shall mean the date this Agreement is executed by both parties hereto.

The parties have duly executed this Agreement as of the respective dates written below.

SELLER:

BAHRAM ABOLMOLUKI, as Trustee of the
ABOLMOLUKI LIVING TRUST DATED
MAY 25, 2018

Date: _____

ZOHREH ABOLMOLUKI, as Trustee of the
ABOLMOLUKI LIVING TRUST DATED
MAY 25, 2018

Date: _____

BUYER:

CITY OF HALF MOON BAY, a California
municipal corporation

By: _____

Matthew Chidester, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Catherine C. Engberg, City Attorney

Title Company agrees to act as escrow holder in accordance with the terms of this Agreement and act as the Reporting Person under section 6045(e) of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder, which require an information return to be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with this transaction. Title Company's failure to execute below shall not invalidate this Agreement between the City and Seller.

TITLE COMPANY:

CHICAGO TITLE COMPANY

DRAFT

By: _____

Its: _____

Date: _____

EXHIBIT A

**LEGAL DESCRIPTION
CARTER PARK TEMPORARY NON-EXCLUSIVE LICENSE FOR
CONSTRUCTION /TRUCKING/EMERGENCY VEHICLE ACCESS
HALF MOON BAY, CALIFORNIA**

The land referred to is situated in the City of Half Moon Bay, County of San Mateo, State of California and is described as follows:

BEGINNING at the Northwesterly corner of Lot 1; as shown on that certain map entitled "Stone Pine Center, City of Half Moon Bay, County of San Mateo, California" filed in the office of the County Recorder of San Mateo County, State of California, on September 7, 1991, in Volume 121 of Maps at Pages 42-43, thence,

Along a curve to the right, having a radial bearing of North 87°20'41" West, a radius of 200 feet, length of 72.03 feet, and a delta angle of 20°38'11"; thence,

North 66°42'30" West, 1.94 feet to the **TRUE POINT OF BEGINNING**, thence counterclockwise the following courses and distances:

North 66°42'30" West, 24.93 feet; thence,

South 23°20'55" West, 45.34 feet; thence,

South 68°07'31" West, 246.27 feet; thence,

South 19°59'42" East, 42.49 feet; thence,

North 67°04'13" West, 1.55 feet; thence,

Along a tangent curve to the left, having a radius of 18 feet, length of 13.99 feet, and a delta angle of 44°32'36"; thence,

South 68°23'11" West, 7.01 feet; thence,

South 86°41'40" East, 21.57 feet; thence,

Along a tangent curve to the right, having a radius of 10 feet, length of 3.37 feet, and a delta angle of 19°19'50"; thence,

South 67°21'50" East, 46.85 feet; thence,

Along a tangent curve to the left, having a radius of 20 feet, length of 8.39 feet, and a delta angle of 24°02'12"; thence,

North 88°35'58" East, 0.99 feet; thence,

Along a tangent curve to the right, having a radius of 18 feet, length of 15.26 feet, and a delta angle of 48°33'34"; thence,

South 42°50'28" East, 1.44 feet; thence,

Along a tangent curve to the left, having a radius of 8 feet, length of 9.45 feet, and a delta angle of 67°42'20"; thence,

North 69°27'12" East, 3.75 feet; thence,

Along a tangent curve to the right, having a radius of 100 feet, length of 14.94 feet, and a delta angle of 8°33'33"; thence,

North 78°00'44" East, 4.97 feet; thence,

Along a tangent curve to the left, having a radius of 5 feet, length of 4.59 feet, and a delta angle of 52°37'24"; thence,

North 25°23'21" East, 2.88 feet; thence,

South 71°26'45" West, 32.56 feet; thence,

North 19°13'21" West, 17.06 feet; thence,

North 71°18'25" East, 73.73 feet; thence,

North 70°41'38" East, 45.53 feet; thence,

South 18°40'26" East, 17.66 feet; thence,

South 71°19'34" West, 50.55 feet; thence,

South 18°58'42" East, 4.61 feet; thence,

North 68°00'00" East, 13.81 feet; thence,

Along a tangent curve to the right, having a radius of 115 feet, length of 107.17 feet, and a delta angle of 53°23'39"; thence,

South 58°36'21" East, 60.61 feet; thence,

Along a tangent curve to the right, having a radius of 180 feet, length of 2.46 feet, and a delta angle of 0°46'55"; thence,

North 22°30'01" West, 15.31 feet; thence,

North 66°46'14" West, 27.79 feet; thence,

North 21°29'58" East, 20.13 feet; thence,

North 33°56'49" West, 38.98 feet; thence,

North 66°46'32" West, 63.90 feet; thence,

North 23°13'32" East, 121.30 feet to the **TRUE POINT OF BEGINNING**.

Excepting therefrom the following two areas:

Exception Area 1:

BEGINNING at the Northwesterly corner of Lot 1; as shown on that certain map entitled "Stone Pine Center, City of Half Moon Bay, County of San Mateo, California" filed in the office of the County Recorder of San Mateo County, State of California, on September 7, 1991, in Volume 121 of Maps at Pages 42-43, thence,

Along a curve to the right, having a radial bearing of North 87°20'41" West, a radius of 200 feet, length of 72.03 feet, and a delta angle of 20°38'11"; thence,

North 66°42'30" West, 1.94 feet; thence,

South 23°13'32" West, 56.86 feet; thence,

South 69°52'20" West, 32.81 feet; to **TRUE POINT OF BEGINNING of Exception Area 1**; thence counterclockwise the following courses and distances:

South 69°52'20" West, 204.58 feet; thence,

South 19°59'42" East, 14.65 feet; thence,

South 66°57'10" East, 35.14 feet; thence,

North 69°31'34" East, 140.85 feet; thence,

North 25°05'34" East, 53.73 feet to the **TRUE POINT OF BEGINNING of Exception Area 1**.

Exception Area 2:

BEGINNING at the Northwesterly corner of Lot 1; as shown on that certain map entitled "Stone Pine Center, City of Half Moon Bay, County of San Mateo, California" filed in the office of the County Recorder of San Mateo County, State of California, on September 7, 1991, in Volume 121 of Maps at Pages 42-43, thence,

Along a curve to the right, having a radial bearing of North 87°20'41" West, a radius of 200 feet, length of 72.03 feet, and a delta angle of 20°38'11"; thence,

North 66°42'30" West, 1.94 feet; thence,

South 23°13'32" West, 121.30 feet; thence,

South 05°05'19" West, 22.23 feet; to **TRUE POINT OF BEGINNING of Exception Area 2**; thence clockwise the following courses and distances:

South 66°46'14" East, 63.30 feet; thence,

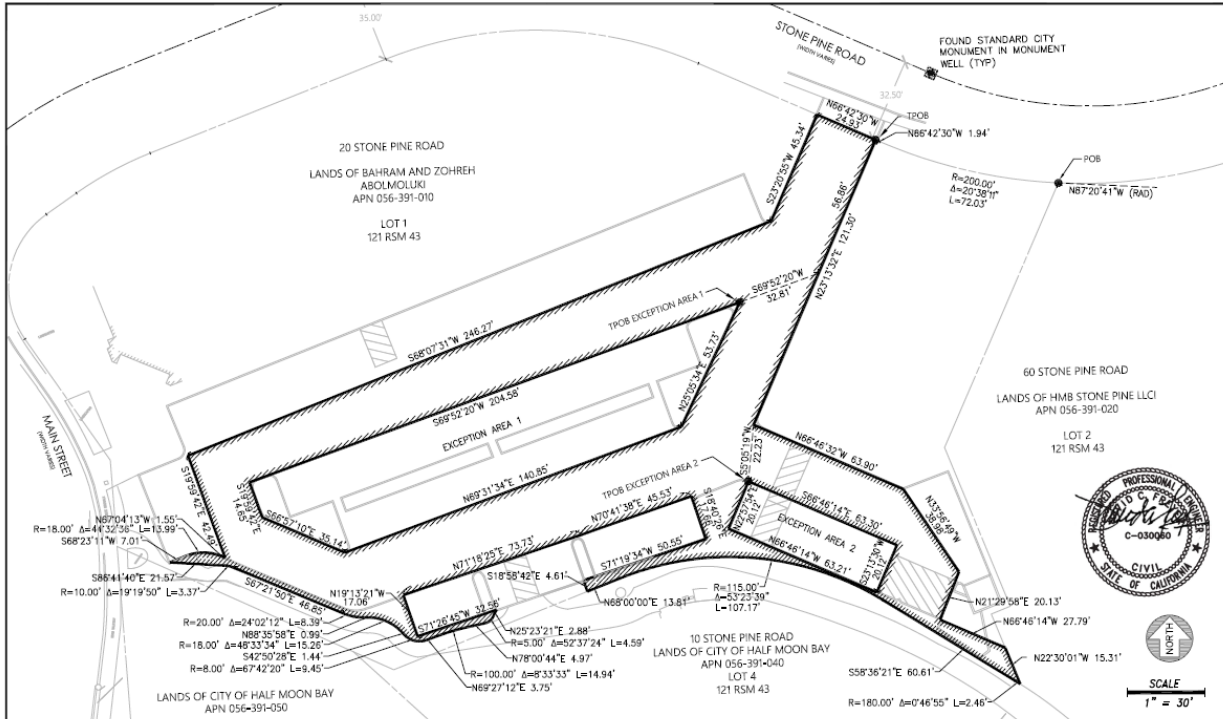
South 23°13'30" West, 20.12 feet; thence,

North 66°46'14" West, 63.21 feet; thence,

North 22°57'54" East, 20.12 feet to the **TRUE POINT OF BEGINNING of Exception Area 2**.

Non-Exclusive License Area containing 17,382 square feet, more or less.

EXHIBIT B



SCALE
1" = 30'

DATE	DESCRIPTION	DATE	SHEET
4/17/2023			1
AS SHOWN			OF 19 SHEETS
DESIGNED BY: RJA			JOB NO.
CHECKED BY: DCF			276011
DRAWN BY:			

FREYER & LAURETA, INC.
 CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS
 150 Executive Park Blvd, Suite 400 • San Francisco, CA 94134
 (415) 634-7070 • www.freyerlaureta.com

EXHIBIT B
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 CARTER PARK TEMPORARY NON-EXCLUSIVE EASEMENT
 FOR CONSTRUCTION/TRUCKING/EMERGENCY VEHICLE ACCESS
 HALF MOON BAY, CA

EXHIBIT C

**LEGAL DESCRIPTION
CARTER PARK TEMPORARY EXCLUSIVE
LICENSE FOR CONSTRUCTION STAGING
HALF MOON BAY, CALIFORNIA**

The land referred to is situated in the City of Half Moon Bay, County of San Mateo, State of California and is described as follows:

BEGINNING at the Northwesterly corner of Lot 1; as shown on that certain map entitled "Stone Pine Center, City of Half Moon Bay, County of San Mateo, California" filed in the office of the County Recorder of San Mateo County, State of California, on September 7, 1991, in Volume 121 of Maps at Pages 42-43, thence,

Along a curve to the right, having a radial bearing of North 87°20'41" West, a radius of 200 feet, length of 72.03 feet, and a delta angle of 20°38'11"; thence,

South 28°05'31" West, 157.14 feet to the **TRUE POINT OF BEGINNING**, thence clockwise the following courses and distances:

South 18°40'26" East, 17.66 feet; thence,

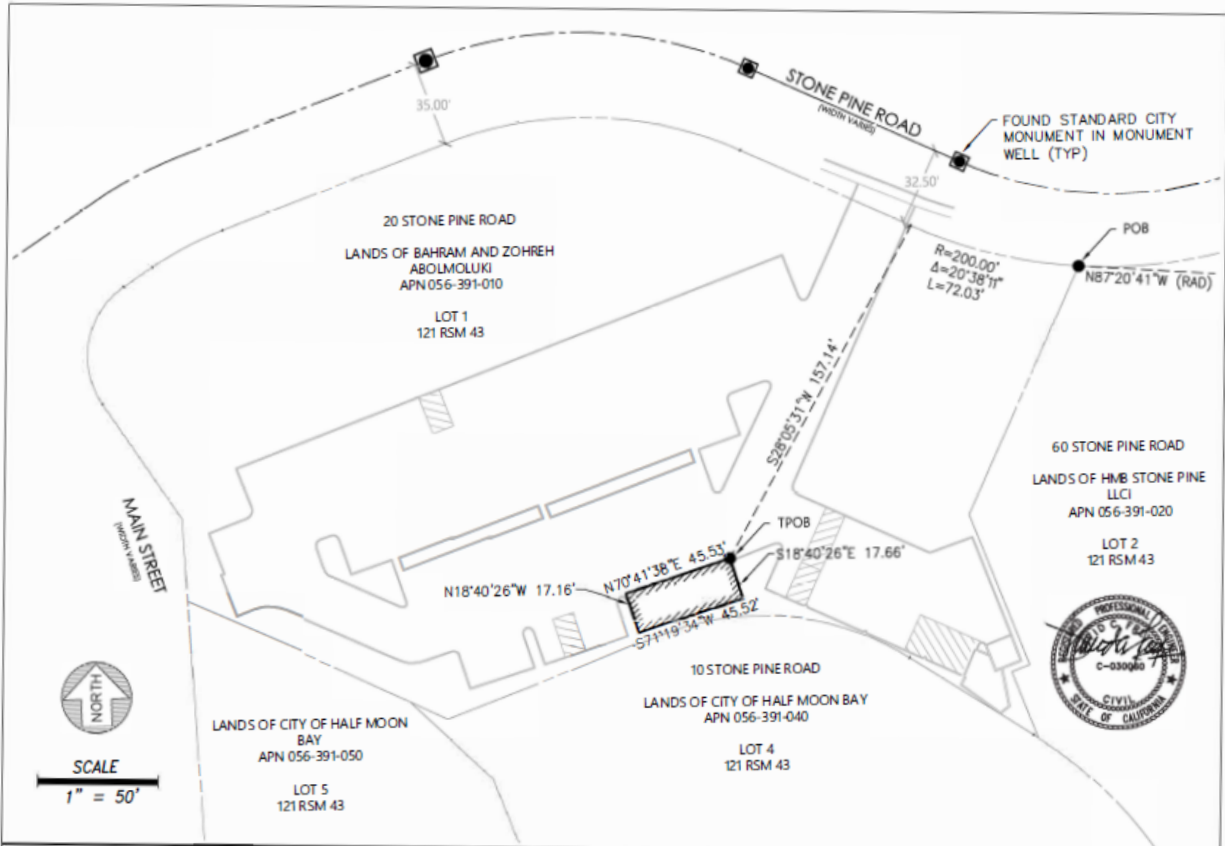
South 71°19'34" West, 45.52 feet; thence,

North 18°40'26" West, 17.16 feet; thence,

North 70°41'38" East, 45.53 feet to the **TRUE POINT OF BEGINNING**.

Exclusive License Area containing 793 square feet, more or less.

EXHIBIT D



FL FREYER & LAURETA, INC.
 CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS
 150 Executive Park Blvd • Suite 4200
 San Francisco, CA 94134
 (415)534-7070 • www.freyerlaureta.com

EXHIBIT D
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 CARTER PARK TEMPORARY EXCLUSIVE EASEMENT
 FOR CONSTRUCTION STAGING
 HALF MOON BAY, CA

EXHIBIT E

LEGAL DESCRIPTION CARTER PARK PERMANENT PATHWAY EASEMENT HALF MOON BAY, CALIFORNIA

The land referred to is situated in the City of Half Moon Bay, County of San Mateo, State of California and is described as follows:

BEGINNING at the Northwesterly corner of Lot 1; as shown on that certain map entitled "Stone Pine Center, City of Half Moon Bay, County of San Mateo, California" filed in the office of the County Recorder of San Mateo County, State of California, on September 7, 1991, in Volume 121 of Maps at Pages 42-43, thence,

Along a curve to the right, having a radial bearing of North $87^{\circ}20'41''$ West, a radius of 200 feet, length of 72.03 feet, and a delta angle of $20^{\circ}38'11''$; thence,

North $66^{\circ}42'30''$ West, 26.87 feet; thence,

South $23^{\circ}20'55''$ West, 45.34 feet; thence,

South $68^{\circ}06'29''$ West, 266.80 feet to the **TRUE POINT OF BEGINNING**, thence counterclockwise the following courses and distances:

North $62^{\circ}42'10''$ West, 12.86 feet; thence,

South $04^{\circ}30'38''$ East, 33.80 feet; thence,

South $66^{\circ}00'00''$ East, 31.20 feet; thence,

South $86^{\circ}41'40''$ East, 13.44 feet; thence,

Along a tangent curve to the right, having a radius of 4 feet, length of 1.35 feet, and a delta angle of $19^{\circ}19'50''$; thence,

South $67^{\circ}21'50''$ East, 46.85 feet; thence

Along a tangent curve to the left, having a radius of 26 feet, length of 10.91 feet, and a delta angle of $24^{\circ}02'12''$; thence,

North $88^{\circ}35'58''$ East, 0.99 feet; thence,

Along a tangent curve to the right, having a radius of 12 feet, length of 10.17 feet, and a delta angle of $48^{\circ}33'34''$; thence,

South $42^{\circ}50'28''$ East, 1.42 feet; thence,

Along a tangent curve to the left, having a radius of 14 feet, length of 16.90 feet, and a delta angle of $69^{\circ}09'32''$; thence,

North $68^{\circ}00'00''$ East, 65.34 feet; thence,

North $18^{\circ}58'42''$ West, 4.61 feet; thence,

South $71^{\circ}22'45''$ West, 35.98 feet; thence,

South 25°23'21" West, 2.88 feet; thence,

Along a tangent curve to the right, having a radius of 5 feet, length of 4.59 feet, and a delta angle of 52°37'24"; thence,

South 78°00'44" West, 4.97 feet; thence,

Along a tangent curve to the left, having a radius of 100 feet, length of 14.94 feet, and a delta angle of 8°33'33"; thence,

South 69°27'12" West, 3.75 feet; thence,

Along a tangent curve to the right, having a radius of 8 feet, length of 9.45 feet, and a delta angle of 67°42'20"; thence,

North 42°50'28" West, 1.44 feet; thence,

Along a tangent curve to the left, having a radius of 18 feet, length of 15.26 feet, and a delta angle of 48°33'34"; thence,

South 88°35'58" West, 0.99 feet; thence,

Along a tangent curve to the right, having a radius of 20 feet, length of 8.39 feet, and a delta angle of 24°02'12"; thence,

North 67°21'50" West, 46.85 feet; thence

Along a tangent curve to the left, having a radius of 10 feet, length of 3.37 feet, and a delta angle of 19°19'50"; thence,

North 86°41'40" West, 21.57 feet; thence,

North 21°36'49" West, 18.09 feet; thence,

North 70°12'56" East, 1.41 feet; thence,

North 21°36'49" West, 18.00 feet to the **TRUE POINT OF BEGINNING**.

Pathway easement containing 1,522 square feet, more or less.

EXHIBIT F

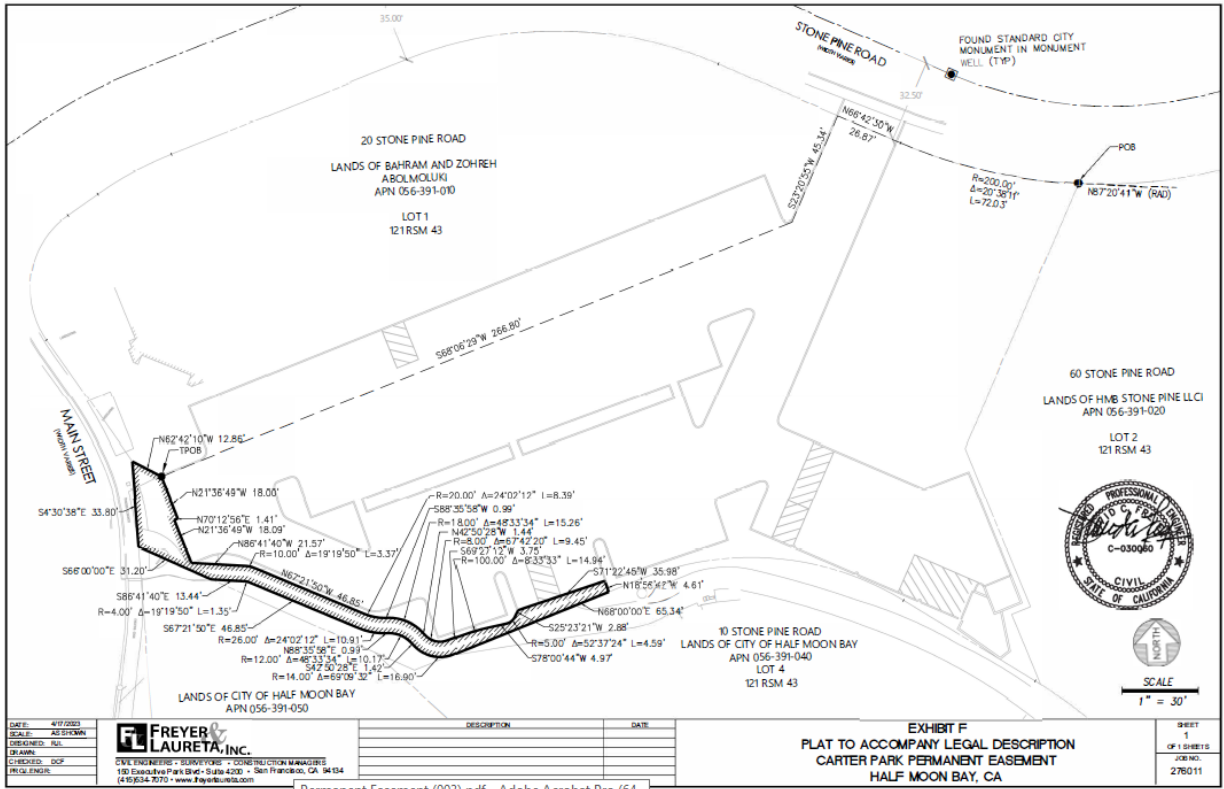


EXHIBIT G

GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Half Moon Bay City Hall
501 Main St.
Half Moon Bay, CA 94019

**No Recording Fee Per
Government Code 6103**

**No Document Transfer Tax
Per R & T Code 11922**

City of Half Moon Bay, California
APN 056-128-110

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, BAHRAM ABOLMOLUKI and ZOHREH ABOLMOLUKI, as Trustees of the ABOLMOLUKI LIVING TRUST DATED MAY 25, 2018 ("Grantor"), hereby grant to the CITY OF HALF MOON BAY, a municipal corporation established pursuant to the laws of the State of California ("Grantee"), a permanent, non-exclusive Pathway Easement on the real property known as APN 056-128-110, in the City of Half Moon Bay, State of California (the "Property"), described on Exhibit A and identified on Exhibit B, both attached hereto and made a part hereof.

The Pathway Easement will permit pedestrian and non-motorized public access to Carter Park from and along an existing paved pathway that runs along the Property's southern property line from Main Street to Carter Park.

Executed as of this _____ day of _____, 2023.

BAHRAM ABOLMOLUKI, as Trustee of the ABOLMOLUKI LIVING TRUST DATED MAY 25, 2018

Signature

ZOHREH ABOLMOLUKI, as Trustee of the ABOLMOLUKI LIVING TRUST DATED MAY 25, 2018

Signature

Exhibit A

to Exhibit G – Grant Deed

**LEGAL DESCRIPTION
CARTER PARK PERMANENT PATHWAY EASEMENT
HALF MOON BAY, CALIFORNIA**

The land referred to is situated in the City of Half Moon Bay, County of San Mateo, State of California and is described as follows:

BEGINNING at the Northwesterly corner of Lot 1; as shown on that certain map entitled “Stone Pine Center, City of Half Moon Bay, County of San Mateo, California” filed in the office of the County Recorder of San Mateo County, State of California, on September 7, 1991, in Volume 121 of Maps at Pages 42-43, thence,

Along a curve to the right, having a radial bearing of North 87°20'41" West, a radius of 200 feet, length of 72.03 feet, and a delta angle of 20°38'11"; thence,

North 66°42'30" West, 26.87 feet; thence,

South 23°20'55" West, 45.34 feet; thence,

South 68°06'29" West, 266.80 feet to the **TRUE POINT OF BEGINNING**, thence counterclockwise the following courses and distances:

North 62°42'10" West, 12.86 feet; thence,

South 04°30'38" East, 33.80 feet; thence,

South 66°00'00" East, 31.20 feet; thence,

South 86°41'40" East, 13.44 feet; thence,

Along a tangent curve to the right, having a radius of 4 feet, length of 1.35 feet, and a delta angle of 19°19'50"; thence,

South 67°21'50" East, 46.85 feet; thence

Along a tangent curve to the left, having a radius of 26 feet, length of 10.91 feet, and a delta angle of 24°02'12"; thence,

North 88°35'58" East, 0.99 feet; thence,

Along a tangent curve to the right, having a radius of 12 feet, length of 10.17 feet, and a delta angle of 48°33'34"; thence,

South 42°50'28" East, 1.42 feet; thence,

Along a tangent curve to the left, having a radius of 14 feet, length of 16.90 feet, and a delta angle of 69°09'32"; thence,

North 68°00'00" East, 65.34 feet; thence,

North 18°58'42" West, 4.61 feet; thence,

South 71°22'45" West, 35.98 feet; thence,

South 25°23'21" West, 2.88 feet; thence,

Along a tangent curve to the right, having a radius of 5 feet, length of 4.59 feet, and a delta angle of 52°37'24"; thence,

South 78°00'44" West, 4.97 feet; thence,

Along a tangent curve to the left, having a radius of 100 feet, length of 14.94 feet, and a delta angle of 8°33'33"; thence,

South 69°27'12" West, 3.75 feet; thence,

Along a tangent curve to the right, having a radius of 8 feet, length of 9.45 feet, and a delta angle of 67°42'20"; thence,

North 42°50'28" West, 1.44 feet; thence,

Along a tangent curve to the left, having a radius of 18 feet, length of 15.26 feet, and a delta angle of 48°33'34"; thence,

South 88°35'58" West, 0.99 feet; thence,

Along a tangent curve to the right, having a radius of 20 feet, length of 8.39 feet, and a delta angle of 24°02'12"; thence,

North 67°21'50" West, 46.85 feet; thence

Along a tangent curve to the left, having a radius of 10 feet, length of 3.37 feet, and a delta angle of 19°19'50"; thence,

North 86°41'40" West, 21.57 feet; thence,

North 21°36'49" West, 18.09 feet; thence,

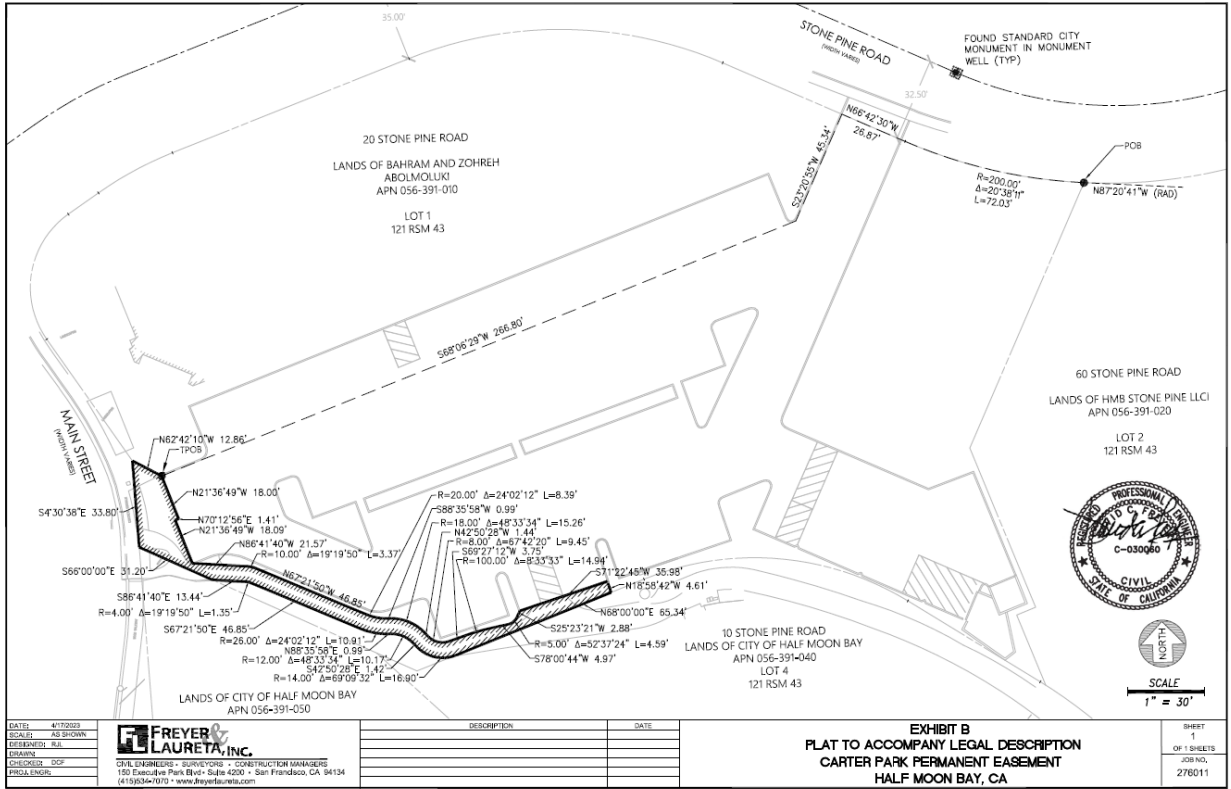
North 70°12'56" East, 1.41 feet; thence,

North 21°36'49" West, 18.00 feet to the **TRUE POINT OF BEGINNING**.

Pathway easement containing 1,522 square feet, more or less.

Exhibit B

to Exhibit G – Grant Deed



DATE:	4/17/2023
SCALE:	AS SHOWN
DRAWN:	
CHECKED:	OSP
PRCA/ENGR:	

FREYER & LAURETA, INC.
 CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS
 150 Executive Park Blvd • Suite 4200 • San Francisco, CA 94134
 (415) 334-1010 • www.freyerlaureta.com

DESCRIPTION	DATE

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
CARTER PARK PERMANENT EASEMENT
HALF MOON BAY, CA

SHEET	1
OF SHEETS	1
JOB NO.	276011

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 _____, 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

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 _____, 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

EXHIBIT H
CERTIFICATE OF TRANSFEROR
OTHER THAN AN INDIVIDUAL
(FIRPTA AFFIDAVIT)

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the CITY OF HALF MOON BAY, a municipal corporation established pursuant to the laws of the State of California, the transferee of certain real property located in the City of Half Moon Bay, California, that withholding of tax is not required upon the disposition of such U.S. real property interest by Bahram Abolmoluki and Zohreh Abolmoluki, Trustees of the Abolmoluki Living Trust dated May 25, 2018 (“Transferor”), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor’s Social Security Numbers are:

Bahram Abolmoluki _____

Zohreh Abolmoluki _____

3. Transferor’s office address is N/A (we are not employees). Our residence address is 3312 Melendy Drive, San Carlos, CA 94070.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, we declare that we have examined this certificate and to the best of our knowledge and belief it is true, correct and complete, and we further declare that we have authority to sign this document on behalf of Transferor.

Dated: _____, 2023.

Bahram Abolmoluki

Zohreh Abolmoluki