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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

2017-114052 CONF

1:17 pm 12/19/17 A3 Fee: NO FEE

Count of pages 16

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



AMENDMENT TO DEVELOPMENT AGREEMENT
(301-309 CONSTITUTION DRIVE, MENLO PARK, CA
[APNs 055-260-250 and 055-260-290])

BY AND BETWEEN

CITY OF MENLO PARK,
A CALIFORNIA MUNICIPAL CORPORATION

AND

HIBISCUS PROPERTIES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

THIS AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is made and entered into as of this 18 day of December, 2017, by and between the City of Menlo Park, a municipal corporation of the State of California ("City") and Hibiscus Properties LLC, a Delaware limited liability company ("Facebook"). This Amendment modifies the Development Agreement dated December 14, 2016 and recorded in the Official Records of the County of San Mateo as Document Number 2016-133794 ("Development Agreement").

RECITALS

The City and Facebook are entering into this Amendment based on the following facts, understandings and intentions:

A. Facebook owns those certain parcels of real property collectively and commonly known as 301 thru 309 Constitution Drive in the City of Menlo Park, California ("Property"), as shown on Exhibit A attached hereto and being more particularly described in Exhibit B attached hereto.

B. The City examined the environmental effects of the Project (as defined in the Development Agreement), in an Environmental Impact Report ("EIR") prepared pursuant to the California Environmental Quality Act ("CEQA"). The Project included the demolition of existing buildings on the Property (Buildings 301-309 and the Chemical Transfer Facility) and the subsequent construction of two new office buildings (Buildings 21 and 22) and a Hotel. On November 1, 2016, the City Council reviewed and certified the EIR.

C. On November 1, 2016, the City Council approved the Project and the Development Agreement by introducing Ordinance No. 1021 ("Enacting Ordinance"). The City Council conducted a second reading on the Enacting Ordinance on November 15, 2016 and adopted the Enacting Ordinance, making it effective on December 16, 2016. The Development Agreement was recorded on December 16, 2016, in the Official Records of the County of San Mateo.

D. On February 7, 2017, Facebook applied to modify the Project. Project modifications include, but are not limited to, changing the design of Building 22 to encompass a four-story building with a reduced building footprint, shifting the surface parking beneath Building 22 into a stand-alone eight-story parking garage (seven stories above grade and one story located below finished grade), increasing the height of Building 22 to accommodate architectural skylights, modifying the open space and adding an electrical vehicle charging facility for future electric buses and trams ("Revised Project"). The Revised Project also includes an interim phase during which existing Building 305 would not be demolished, but could remain on the Property and occupied by TE Connectivity ("TE") while Building 22 is constructed and operational.

E. When the Development Agreement was negotiated, the demolition of Building 305 was necessary for the construction of Building 22. As described in the certified EIR, the City and Facebook originally anticipated that the construction of Building 22 would start in early 2018 and that TE would have vacated Building 305 prior to that date. Because the Revised Project would accommodate a different phasing schedule than originally anticipated that would allow the construction of Building 22 to commence prior to demolition of Building 305, the Parties desire to enter into this Amendment to ensure that both the City and Facebook retain the rights and privileges identified in the Development Agreement despite the modifications presented by the Revised Project. This Amendment also addresses an additional funding contribution by Facebook to the City's General Fund which is intended to fund services that benefit the safety of the local community.

F. In compliance with CEQA, pursuant to 14 California Code of Regulations Section 15164, the City prepared an addendum to the previously certified EIR finding that the Revised Project did not involve any new significant environmental impacts or any substantial increase in the severity of any previously identified significant impact.

G. On October 16, 2017, the Planning Commission held a duly noticed public hearing to review the Revised Project, including the addendum to the certified EIR and the Second Amended and Restated Conditional Development Permit, which addressed the proposed modifications requested by Facebook, and recommended that the City Council approve the Revised Project and this Amendment to preserve the rights and privileges as originally negotiated in the Development Agreement.

H. On November 7, 2017, the City Council held a duly noticed public hearing at which it reviewed the Revised Project, including in the addendum to the certified EIR and the Second Amended and Restated Conditional Development Permit, and voted to approve the Revised Project and enter into this Amendment to preserve the rights and privileges as originally negotiated in the Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the City and Facebook herein contained, the City and Facebook agree as follows:

1. The Revised Project includes revised site plans, updated mitigation measures identified in the addendum to the certified EIR and a Second Amended and Restated Conditional Development Permit, which supersedes the Amended and Restated Conditional Development Permit. All references in the Development Agreement to defined terms that are affected by these modifications are updated to include the Revised Project, as approved by the City Council.

2. Section 6.3.1 of the Development Agreement is hereby amended to change the definition of the Guarantee Commencement Date to preserve the Development Agreement's anticipated timing for the commencement of the TOT Guarantee Payments identified in Section 6.3 and the date upon which the Utility User's Tax Cap would no longer apply to the Property as described in Section 6.5 of the Development Agreement by deleting the existing language in Section 6.3.1 and replacing it with the following (new language underscored):

“Facebook’s obligation to make TOT Guarantee Payments, if any, shall commence upon July 1 of the second full City fiscal year following the earlier of (i) the TE Vacation Date, or (ii) the date the City issues the first building permit for Building 22 (“Guarantee Commencement Date”). The TOT Guarantee Payments, if any, shall be calculated with respect to each City fiscal year (July 1 through June 30) during the Guarantee Payment Period (“Revenue Calculation Period”), the first such year commencing as of the Guarantee Commencement Date. Facebook’s obligation to make TOT Guarantee Payments shall apply to the period (“Guarantee Payment Period”) commencing on the Guarantee Commencement Date and continuing until thirty-nine (39) years after the Guarantee Commencement Date.

3. Section 9.1.5 of the Development Agreement provides that Facebook shall construct, operate, and maintain a new two-acre publicly accessible open space upon issuance of building permits for Building 22. With the Revised Project, construction of the new two-acre publicly accessible open space would be phased over time, since a portion of the full two-acre area is currently occupied by Building 305 and full buildout of the public open space could not occur until Building 305 is

demolished. The specific timing and sequencing of the public open space is addressed in the Second Amended and Restated Conditional Development Permit. Therefore, Section 9.1.5 of the Development Agreement is modified to allow completion of the public open space upon demolition of Building 305 in accordance with the Second Amended and Restated Conditional Development Permit.

4. In addition to the local community benefits to be provided by Facebook pursuant to Section 9 of the Development Agreement, Facebook shall contribute a total of Eleven Million Two Hundred Fifty Thousand Dollars (\$11,250,000) to the City's general fund to be spent on services that benefit the safety of local community but otherwise in the sole discretion of the City (the "City Services Contribution"). Payment of the City Services Contribution shall occur in five equal installments over a five-year period (i.e., \$2,250,000 per year for five years). The annual payments shall be payable on July 1 of the City's fiscal year, and the first payment will be payable on July 1, 2018. The amount of the payment each fiscal year shall be adjusted based upon the Consumer Price Index for All Urban Consumers for San Francisco-Oakland-San Jose as measured from February to February (<https://data.bls.gov/cgi-bin/surveymost>). The City agrees to provide an annual update to Facebook regarding the City's use of the City Services Contribution as part of the annual review process required by Section 12.1 of the Development Agreement. The City Services Contribution shall not be payable if Facebook elects to terminate this Amendment pursuant to Section 6 of this Amendment.

5. As required by the Development Agreement, this Amendment shall be recorded by the City Clerk not later than 10 days after the City Council approval of the Amendment.

6. If litigation or a referendum is commenced seeking to set aside the Revised Project, the Second Amended and Restated Conditional Development Permit or this Amendment, Facebook may elect to terminate this Amendment and the Second Amended Restated Conditional Development Permit and proceed with the original Project. In the event of a termination pursuant to Section 6 of this Amendment, the Amended and Restated Conditional Development Permit and Development Agreement shall survive and control the rights and obligations of the parties and the permitted uses on the Property.

7. Except to the extent expressly modified by this Amendment, the terms of the Development Agreement shall remain effective without impairment or modification.

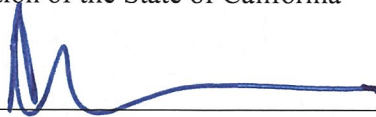
8. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all of which when taken together shall constitute but one Amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**** signatures on next page****

“City”

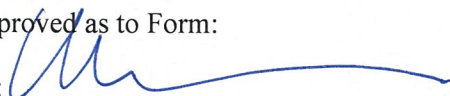
CITY OF MENLO PARK, a municipal corporation of the State of California

By: 
City Manager

Attest:



City Clerk

Approved as to Form:

By: 
City Attorney

“Facebook”

HIBISCUS PROPERTIES, LLC, a Delaware limited liability company:

By: 
Name: John Tenanes
Title: VP Global Facilities



* see attached acknowledgment

CALIFORNIA CERTIFICATE OF 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 12-6-2017 before me, Ellie Elson, Notary Public,
(here insert name and title of the officer)

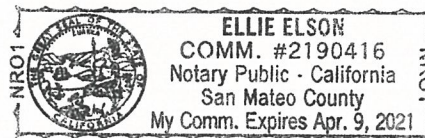
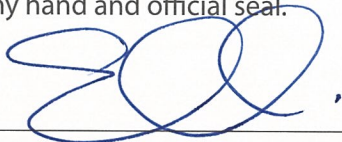
personally appeared John Tenanes

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 _____



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

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)

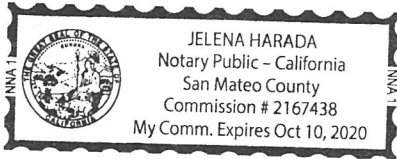
On DEC. 18, 2017 before me, JELENA HARADA, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared ALEX D. MCINTYRE
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 Jelena Harada
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: _____

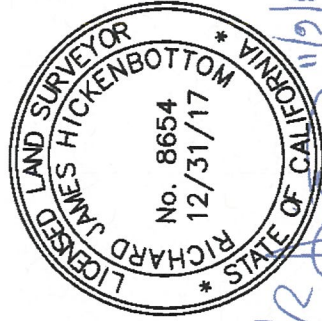
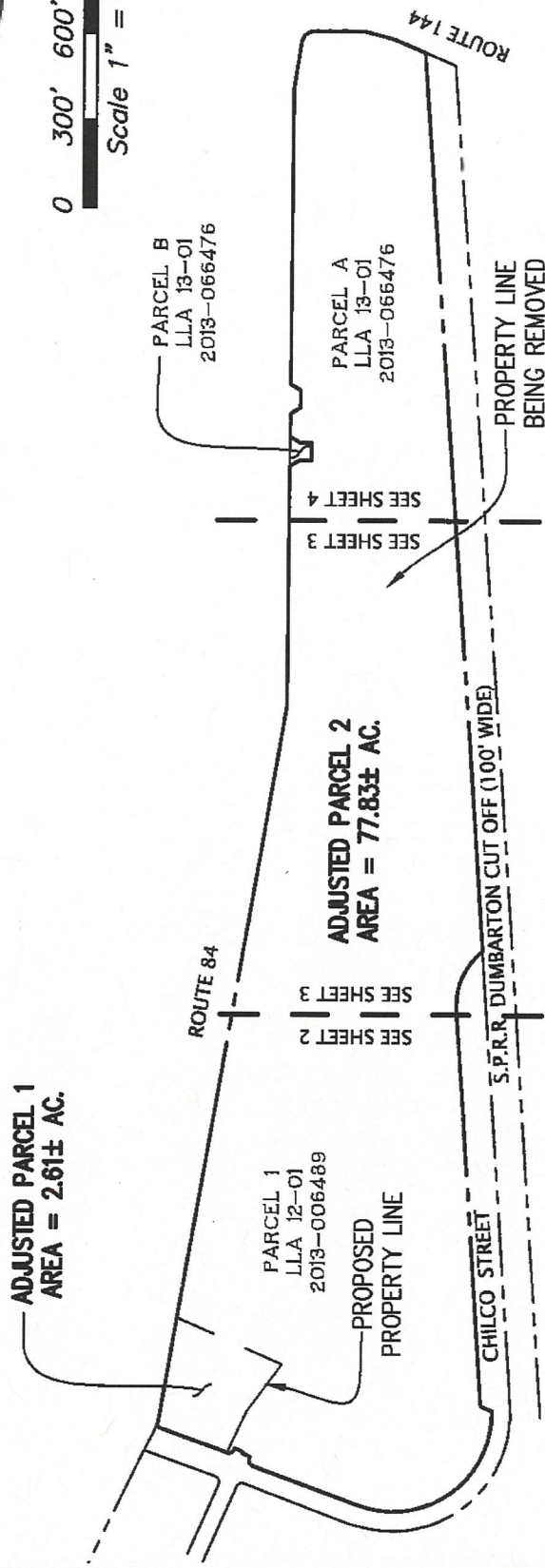
Signer Is Representing: _____

EXHIBIT A






0 300' 600' 1200'
Scale 1" = 600 ft

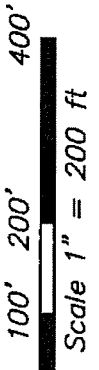
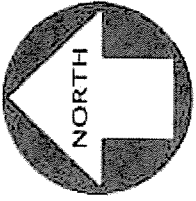


DATE	NOVEMBER, 2016
SCALE	1" = 600'
BY	RJH
JOB NO.	A15571-3
SHEET	1 OF 4

EXHIBIT "A"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
MENLO PARK, CALIFORNIA



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
Phone (925) 245-8788
Fax (925) 245-8796

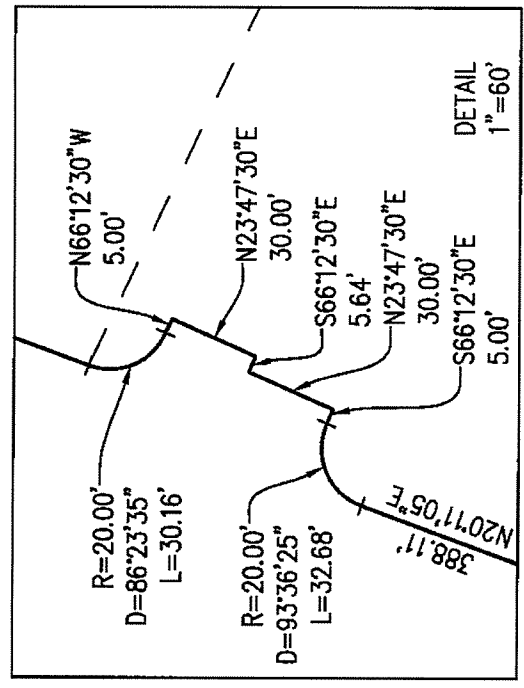


ROUTE 84

SEE SHEET 3

ADJUSTED PARCEL 2
AREA = 77.83± AC.

ADJUSTED PARCEL 1
AREA = 2.61± AC.



CHILCO STREET

S.P.R.R. DUMBARTON CUT OFF (100' WIDE)

CONSTITUTION DRIVE

POINT OF BEGINNING
ADJUSTED PARCEL 1

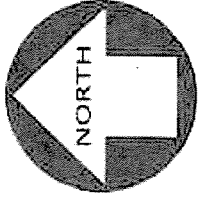
DATE	NOVEMBER, 2016
SCALE	1" = 200'
BY	RJH
JOB NO.	A15571-3
SHEET	2 OF 4

EXHIBIT "A"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

MENLO PARK, CALIFORNIA

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
 2850 Collier Canyon Road
 Livermore, California 94551
 Phone (925) 245-8788
 Fax (925) 245-8796



0 100' 200' 400'
Scale 1" = 200 ft

ROUTE 84

S80°18'45"E 2131.79'

N89°38'32"W 823.77'

SEE SHEET 2

ADJUSTED PARCEL 2
AREA = 77.83± AC.

R=231.73'
D=53°54'34"
L=218.04'

S67°25'59"W (R)

S86°03'10"W 1371.94'

S86°03'10"W 3091.29'

S.P.R.R. DUMBARTON CUT OFF (100' WIDE)

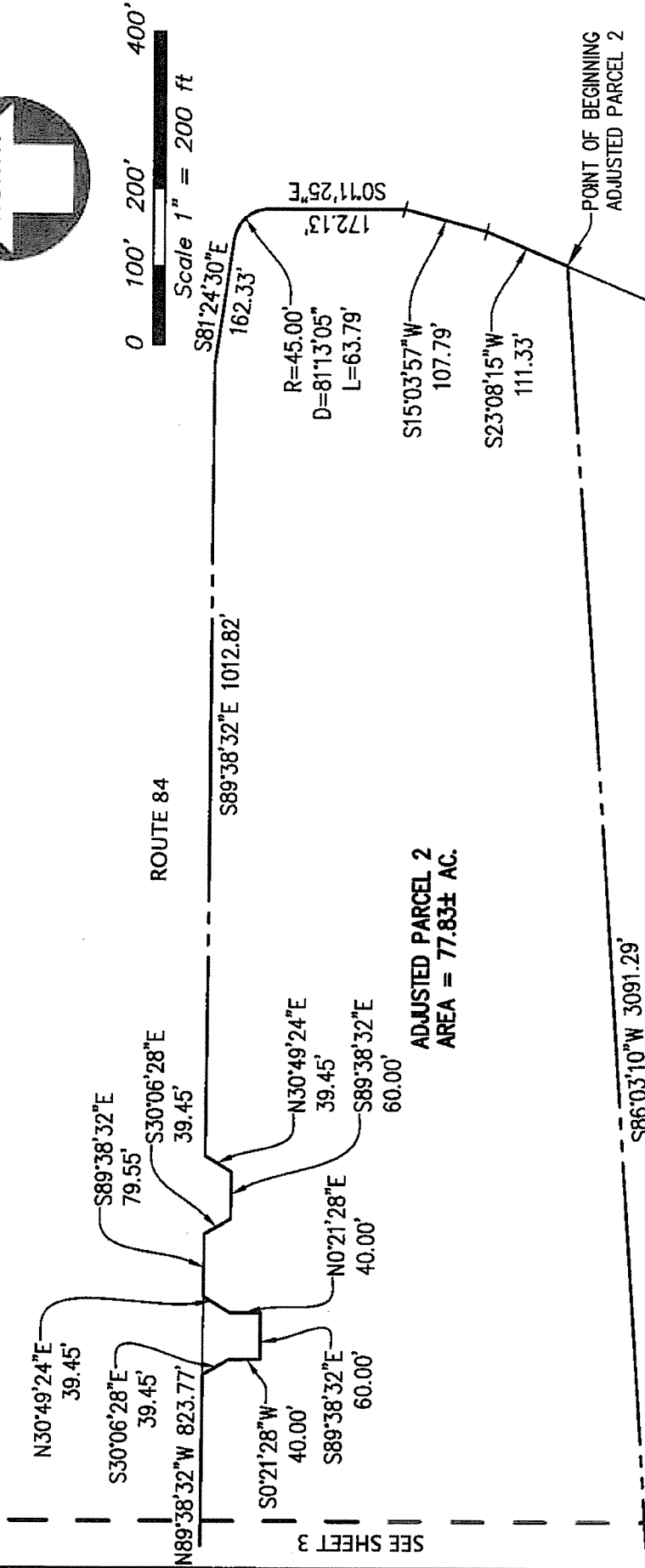
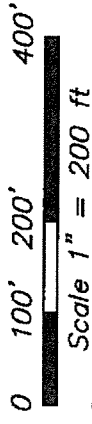
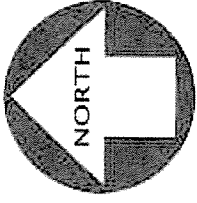
SEE SHEET 4



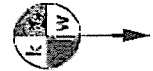
KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
Phone (925) 245-8788
Fax (925) 245-8796

EXHIBIT "A"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
MENLO PARK, CALIFORNIA

DATE	NOVEMBER, 2016
SCALE	1" = 200'
BY	RJH
JOB NO.	A15571-3
SHEET	3 OF 4



SEE SHEET 3



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
 2850 Collier Canyon Road
 Livermore, California 94551
 Phone (925) 245-8788
 Fax (925) 245-8796

EXHIBIT "A"
PLAT TO ACCOMPANY LEGAL DESCRIPTION

MENLO PARK, CALIFORNIA

DATE	NOVEMBER, 2016
SCALE	1" = 200'
BY	RJH
JOB NO.	A15571-3
SHEET	4 OF 4

EXHIBIT B



EXHIBIT 'B'
LEGAL DESCRIPTION

ADJUSTED PARCEL 1

REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 12-01, RECORDED JANUARY 11, 2013, AS INSTRUMENT NO. 2013-006489, OFFICIAL RECORDS OF SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF ROUTE 84, AS SAID ROUTE IS SHOWN ON THAT CERTAIN CALTRANS RIGHT OF WAY MAP FOR ROUTE 84 IN THE COUNTY OF SAN MATEO ON SHEETS R-105.2 THROUGH R-105.4, WITH THE EAST RIGHT OF WAY LINE OF CHILCO STREET, AS SAID RIGHT OF WAY IS DESCRIBED AS PARCEL 46737-3 IN THAT CERTAIN DOCUMENT RECORDED JULY 27, 1983 AS DOCUMENT NUMBER 83-078012, OFFICIAL RECORDS OF SAN MATEO COUNTY, SAID INTERSECTION ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY, SOUTH 63° 56' 05" EAST, 11.21 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY, SOUTH 80° 18' 45" EAST, 367.64 FEET;

THENCE SOUTH 23° 50' 40" WEST, 393.73 FEET;

THENCE NORTH 53° 29' 03" WEST, 198.82 FEET;

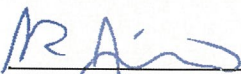
THENCE NORTH 64° 42' 36" WEST, 158.40 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY;

THENCE ALONG SAID EASTERLY RIGHT OF WAY, NORTH 20° 11' 05" EAST, 238.48 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY, NORTH 23° 26' 23" EAST, 18.64 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2.61 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



RICHARD J. HICKENBOTTOM, LS 8654
LICENSE EXPIRES: 12/31/17

11/9/16
DATE

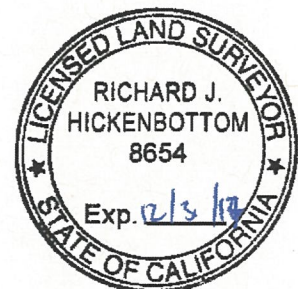


EXHIBIT 'B'
LEGAL DESCRIPTION

ADJUSTED PARCEL 2

REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 12-01, RECORDED JANUARY 11, 2013 AS INSTRUMENT NO. 2013-006489, AND ALL OF PARCEL A, AS SAID PARCEL A IS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 13-01, RECORDED MAY 2, 2013 AS INSTRUMENT NO. 2013-066476, OFFICIAL RECORDS OF SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE 100 FOOT WIDE SOUTHERN PACIFIC RAILROAD DUMBARTON CUT OFF RIGHT OF WAY WITH THE WESTERLY RIGHT OF WAY OF ROUTE 144, AS SAID ROUTE 144 IS SHOWN ON THAT CERTAIN CALTRANS RIGHT OF WAY MAP FOR ROUTE 84 IN THE COUNTY OF SAN MATEO ON SHEETS R-105.2 THROUGH R-105.4;

THENCE ALONG SAID NORTH LINE, SOUTH 86° 03' 10" WEST, 3091.29 FEET TO THE INTERSECTION OF SAID NORTH LINE WITH THE NORTHERLY RIGHT OF WAY LINE FOR CHILCO STREET, AS DESCRIBED AS PARCEL 45831-1 IN THAT CERTAIN DOCUMENT RECORDED JUNE 29, 1982 AS DOCUMENT NUMBER 82-054425, OFFICIAL RECORDS OF SAN MATEO COUNTY;

THENCE ALONG THE SAID NORTHERLY RIGHT OF WAY OF CHILCO STREET THE FOLLOWING THREE (3) COURSES:

1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 51° 25' 59" WEST, HAVING A RADIUS OF 231.73 FEET, THROUGH A CENTRAL ANGLE OF 53° 54' 34" FOR AN ARC LENGTH OF 218.04 FEET,

2) SOUTH 86° 03' 10" WEST, 1371.94 FEET, AND

3) SOUTH 23° 26' 23" WEST, 42.25 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF CHILCO STREET, AS DESCRIBED AS PARCEL 46737-3 IN THAT CERTAIN DOCUMENT RECORDED JULY 29, 1983 AS DOCUMENT NUMBER 83-078012, OFFICIAL RECORDS OF SAN MATEO COUNTY;

THENCE ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING NINE (9) COURSES:

1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 01° 58' 59" WEST, HAVING A RADIUS OF 335.02 FEET, THROUGH A CENTRAL ANGLE OF 112° 10' 04" FOR AN ARC LENGTH OF 655.87 FEET,

2) NORTH 20° 11' 05" EAST, 388.11 FEET,

3) ALONG THE ARC OF A CURVE THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 93° 36' 25" FOR AN ARC LENGTH OF 32.68 FEET,

4) SOUTH 66° 12' 30" EAST, 5.00 FEET,

5) NORTH 23° 47' 30" EAST, 30.00 FEET,

6) SOUTH 66° 12' 30" EAST, 5.64 FEET,

7) NORTH 23° 47' 30" EAST, 30.00 FEET,

8) NORTH 66° 12' 30" WEST, 5.00 FEET, AND

9) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 86° 23' 35" FOR AN ARC LENGTH OF 30.16 FEET;

THENCE SOUTH 64° 42' 36" EAST, 158.40 FEET;

THENCE SOUTH 53° 29' 03" EAST, 198.82 FEET;

THENCE NORTH 23° 50' 40" EAST, 393.73 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF ROUTE 84, AS SAID ROUTE IS SHOWN ON SAID CALTRANS RIGHT OF WAY MAP;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY OF ROUTE 84 THE FOLLOWING TWO (2) COURSES:

1) SOUTH 80° 18' 45" EAST, 2,131.79 FEET, AND

2) SOUTH 89° 38' 32" EAST, 823.77 FEET TO THE NORTHWEST CORNER OF PARCEL B, AS SAID PARCEL IS DESCRIBED IN SAID LOT LINE ADJUSTMENT NO. 13-01;

THENCE ALONG THE BOUNDARY OF SAID PARCEL B THE FOLLOWING FIVE (5) COURSES:

1) SOUTH 30° 06' 28" EAST, 39.45 FEET,

2) SOUTH 0° 21' 28" WEST, 40.00 FEET,

3) SOUTH 89° 38' 32" EAST, 60.00 FEET,

4) NORTH 0° 21' 28" EAST, 40.00 FEET, AND

5) NORTH 30° 49' 24" EAST, 39.45 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY OF ROUTE 84;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY OF ROUTE 84 THE FOLLOWING NINE (9) COURSES:

1) SOUTH 89° 38' 32" EAST, 79.55 FEET,

2) SOUTH 30° 06' 28" EAST, 39.45 FEET,

3) SOUTH 89° 38' 32" EAST, 60.00 FEET,

4) NORTH 30° 49' 24" EAST, 39.45 FEET,

5) SOUTH 89° 38' 32" EAST, 1012.82 FEET,

6) SOUTH 81° 24' 30" EAST, 162.33 FEET,

7) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 81° 13' 05" FOR AN ARC LENGTH OF 63.79 FEET,


8) SOUTH 0° 11' 25" EAST, 172.13 FEET, AND

9) SOUTH 15° 03' 57" WEST, 107.79 FEET TO SAID WESTERLY RIGHT OF WAY OF ROUTE 114;

THENCE ALONG SAID WESTERLY RIGHT WAY, SOUTH 23° 08' 15" WEST, 111.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 77.83 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


RICHARD J. HICKENBOTTOM, LS 8654
LICENSE EXPIRES: 12/31/17

11/9/16
DATE

