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003394

2016-133795

10:28 am 12/16/16 AG Fee: NO FEE

Count of Pages 15

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



**RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:**

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

15

**BELOW MARKET RATE HOUSING AGREEMENT**



This Below Market Rate Housing Agreement ("Agreement") is made as of this 14<sup>th</sup> day of December, 2016 by and between the City of Menlo Park, a California municipality ("City") and Hibiscus Properties, LLC, a Delaware limited liability company ("Applicant"), with respect to the following:

**RECITALS**

- A. Applicant owns that certain real property located in the City of Menlo Park, County of San Mateo, State of California, consisting of approximately 80.4 acres of which the project site comprises approximately 58.3 acres, as shown on Exhibit A attached hereto and being more particularly described in Exhibit B, attached hereto and incorporated herein by this reference, Assessor's Parcel Numbers: 055-260-250 and 055-260-290, and more commonly known as 301-309 Constitution Drive and 1 Facebook Way, Menlo Park, California ("Property").
- B. The Property currently contains multiple buildings containing a combination of manufacturing, warehouse, and office spaces, comprising approximately 1,015,946 square feet of gross floor area. Building 23 (formerly 300 Constitution Drive), which is located on the Property, received use permit approval in December 2014 to convert the existing warehouse building to office uses and ancillary employee amenities. The City and Applicant entered into a building-specific Below Market Rate Housing Agreement upon use permit approval and therefore, Building 23 is not part of this Agreement. Further, the existing building at 1 Facebook Way (Building 20) was subject to a separate Below Market Rate Agreement and therefore, is not part of this Agreement. Therefore, for purposes of this Agreement the net existing square footage on the Property is 835,838 square feet (Buildings 301-309 Constitution Drive).
- C. Applicant proposes to demolish the existing buildings on the Property, with the exception of Buildings 20 and 23, and redevelop the approximately 58 acre project site with two office buildings totaling approximately 962,400 square feet and a 200 room hotel of approximately 174,800 square feet with associated parking ("Project").

- D. Applicant is required to comply with Chapter 16.96 of City's Municipal Code ("BMR Ordinance") and with the Below Market Rate Housing Program Guidelines ("Guidelines") adopted by the City Council to implement the BMR Ordinance. In order for the City to process the application, the BMR Ordinance requires Applicant to submit a Below Market Rate Housing Agreement. This Agreement is intended to satisfy that requirement. Approval of a Below Market Rate Housing Agreement is a condition precedent to the approval of the applications and the issuance of a building permit for the Project.
- E. Residential use of the Property is not allowed by the applicable zoning regulations. Applicant does not own or have any rights with respect to any sites in the City that are currently available and feasible for construction of sufficient below market rate residential housing units to satisfy the requirements of the BMR Ordinance. Applicant owns additional property in the City of Menlo Park; however, that property is not currently zoned for residential use. The ConnectMenlo General Plan and M-2 Area Zoning Ordinance Update ("ConnectMenlo") process is pending and considers rezoning Applicant's other property to allow residential use. However, ConnectMenlo is currently pending and not approved. Approval of ConnectMenlo and the rezoning of Applicant's other property is not guaranteed. Applicant is exploring opportunities to maximize delivery off-site units. Therefore, the City has found that the Agreement should allow for the flexibility for Applicant to explore the provision of off-site units to meet its obligation, pay the applicable in-lieu fee, or a combination thereof.
- F. Applicant is required to pay an in lieu fee and/or deliver off-site units as provided for in this Agreement. Applicant is willing to pay the in lieu fee and/or deliver off-site units on the terms set forth in this Agreement, which the City has found are consistent with the BMR Ordinance and Guidelines.

NOW, THEREFORE, the parties agree as follows:

1. Applicant shall satisfy its obligations under the BMR Ordinance and Guidelines ("Applicant's BMR Obligations") by either (a) paying the in lieu fee, (b) delivering off-site units, or (c) paying a portion of the in lieu fee and delivering off-site units. If the applicant pays the in-lieu fee without providing any units, the estimated fee is \$6,534,438.95. The equivalent unit count for the Project is 20 units. For each unit that is provided by the Applicant, the applicable fee would be reduced by five (5) percent. Twenty units would completely satisfy Applicant's obligation and therefore, no additional payment to the City would be required. Notwithstanding, the Applicant agrees to take reasonable steps to maximize the production of units that can be built with the in lieu fee.

The applicable in lieu fee is that which is in effect on the date the payment is made. Payment shall be made for each phase within 30 days of the Outside Delivery Date, as identified in paragraph 3. The project includes three buildings (two office and hotel) that would be developed in phases. Therefore, the applicable in lieu fee or equivalent units would be phased accordingly. The in lieu

fee will be calculated as set forth in the tables below; however, the applicable fee for the Project will be based upon the amount of square footage within Group A and Group B at the time of payment, the applicable fee that is in effect, and the number of units provided by Applicant. The estimated in lieu fee and required units, based on Fiscal Year 2016-2017 in lieu fees, per each individual building are outlined below:

BMR In Lieu Fee and Equivalent Units Calculation (Building 21)			
	Fee per square foot	Square feet	Component fees
Existing Building – Office and R&D	\$16.15	133,144	(\$2,150,275.60)
Existing Building - Non-Office	\$8.76	191,007	\$(1,673,221.30)
Proposed Building - Office	\$16.15	512,900	\$8,283,335
Proposed Building - Non-Office	\$8.76	0	\$0
<b>BMR In-Lieu Fee Option (Unit Equivalent)</b>			<b>\$4,459,838.10 (13 units)</b>

BMR In Lieu Fee and Equivalent Units Calculation (Building 22)			
	Fee per square foot	Square feet	Component fees
Existing Building – Office and R&D	\$16.15	302,289	(\$4,881,967.30)
Existing Building - Non-Office	\$8.76	209,428	\$(1,834,589.20)
Proposed Building - Office	\$16.15	449,500	\$7,259,425
Proposed Building - Non-Office	\$8.76	0	\$0
<b>BMR In-Lieu Fee Option (Unit Equivalent)</b>			<b>\$542,868.50 (2 units)</b>



BMR In Lieu Fee and Equivalent Units Calculation (Hotel)			
	Fee per square foot	Square feet	Component fees
Existing Building – Office and R&D	\$16.15	0	(\$0)
Existing Building - Non-Office	\$8.76	0	\$(0)
Proposed Building - Office	\$16.15	0	\$0
Proposed Building - Non-Office	\$8.76	174,800	\$1,531,248
<b>BMR In-Lieu Fee Option (Unit Equivalent)</b>			<b>\$1,531,248 (5 units)</b>

BMR In Lieu Fee and Equivalent Units (Total Project)	
	Component fees
<b>Total In-Lieu Fee</b>	<b>\$6,534,438.95</b>
<b>Total Equivalent Units</b>	<b>20 Units</b>

2. Nothing in this Agreement shall obligate Applicant to proceed with the Project. Applicant will not be obligated to pay the in lieu fee or deliver off-site units before the City issues a building permit for the Project. Instead, the Applicant will satisfy the obligations under the BMR Ordinance and Guidelines as set forth in Paragraph 3 below.
  
3. Within two years of the date the City issues the first building permit for each building (“Outside Delivery Date”), Applicant shall have the right (but not the obligation) to deliver off-site units that meet the requirements of the BMR Ordinance and Guidelines to satisfy, in whole or in part, Applicant’s BMR Obligations. Each off-site unit delivered by Applicant would reduce the Applicant’s in-lieu fee obligation to the City by five percent. If Applicant delivers off-site units that satisfy Applicant’s BMR Obligations for the specific phase prior to the Outside Delivery Date, it will have no further payment or delivery obligations for that phase of this Agreement. Units delivered above and beyond the minimum requirement for a specific phase would be credited towards Applicant’s future obligations in a later phase of the development. If a partial number of required units are provided, the Applicant would pay the per unit equivalent fee for the remaining BMR Obligation for that phase. If Applicant does not deliver off-site units sufficient to satisfy Applicant’s BMR Obligations prior to the Outside Delivery Date, then, within 30 days of the Outside Delivery Date,

Applicant must pay the City the BMR in-lieu fee for that phase adjusted annually or the appropriate fee based on the number of units provided.

For purposes of clarification, (a) rental units that are maintained as BMR units in accordance with the City's BMR Guidelines for at least 55 years satisfy the BMR Ordinance and Guidelines and (b) Applicant may deliver off-site units by directly developing a residential project or having a third party deliver or agree to deliver BMR units to the City on Applicant's behalf, provided any units delivered by a third party on Applicant's behalf shall be additional BMR units for such project and shall not count toward the BMR requirement and/or any density bonus calculation for such project where the BMR units are provided.

4. Any off-site BMR units shall be restricted to Low Income Households, which shall mean those households with incomes that do not exceed eighty percent (80%) of San Mateo County median income, adjusted for family size, as established and amended from time to time by the United States Department of Housing and Urban Development.
5. This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns. Each party may assign this Agreement, subject to the reasonable consent of the other party, and the assignment must be in writing.
6. If any legal action is commenced to interpret or enforce this Agreement or to collect damages as a result of any breach of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred in such action from the other party.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the venue for any action shall be the County of San Mateo.
8. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by all of the parties hereto.
9. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof.
10. Any and all obligations or responsibilities of the Applicant under this Agreement shall terminate upon the payment of the required fee.
11. To the extent there is any conflict between the terms and provisions of the Guidelines and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall prevail.

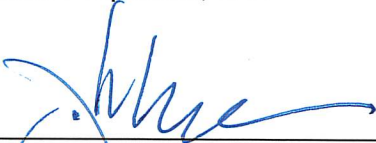


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF MENLO PARK

Hibiscus Properties, LLC

By:   
\_\_\_\_\_  
City Manager

By:   
\_\_\_\_\_  
Its: John Tenanes  
VP Global Facilities

[Notarial Acknowledgements to be added for recording purposes]

# 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

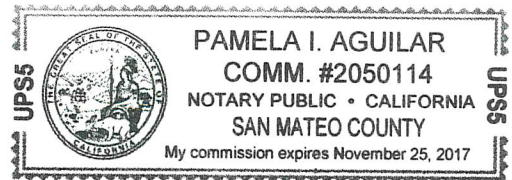
On December 14, 2016 before me, Pamela I. Aguilar, Notary Public  
(insert name and title of the officer)

personally appeared Alex D. McIntyre  
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 Pamela I. Aguilar (Seal)



# 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 December 14, 2016 before me, Kristen Ellering, Notary Public  
(insert name and title of the officer)

personally appeared John Teranes  
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.



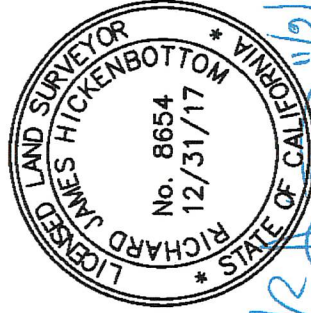
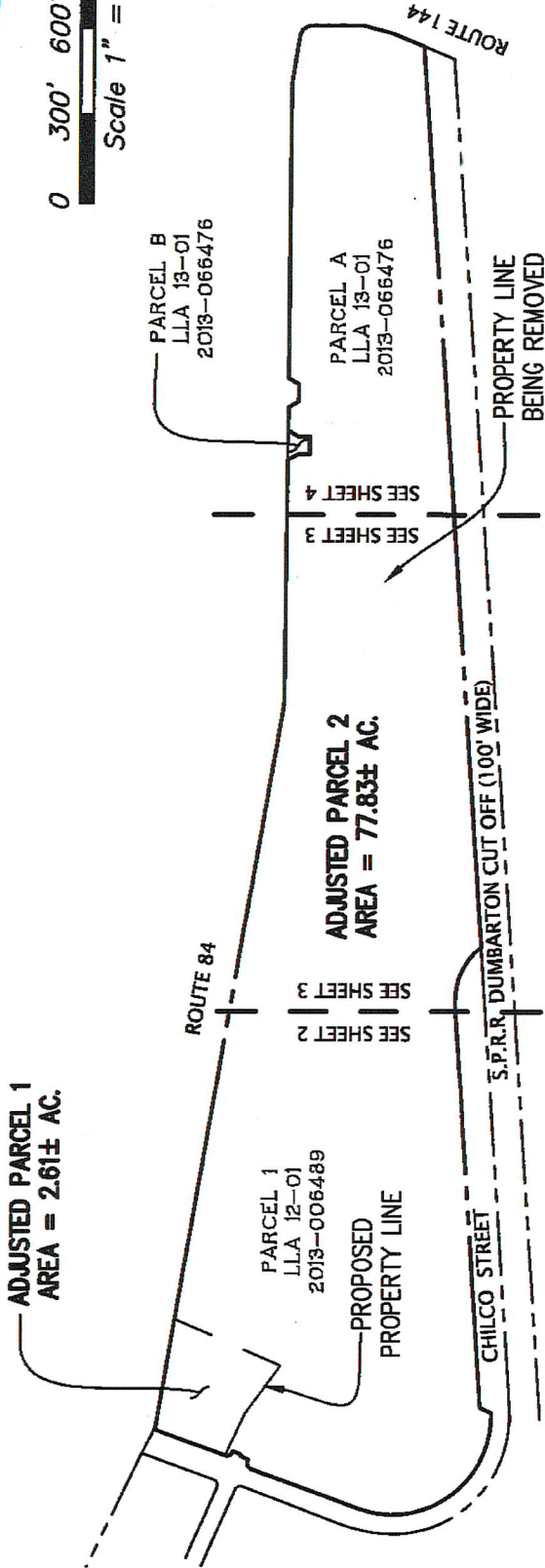
Signature Kristen Ellering (Seal)



EXHIBIT A



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



*RJH*  
*11/9/16*

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

**EXHIBIT "A"**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

MENLO PARK, CALIFORNIA

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



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

ROUTE 84

S80°18'45"E 2131.79'

SEE SHEET 3

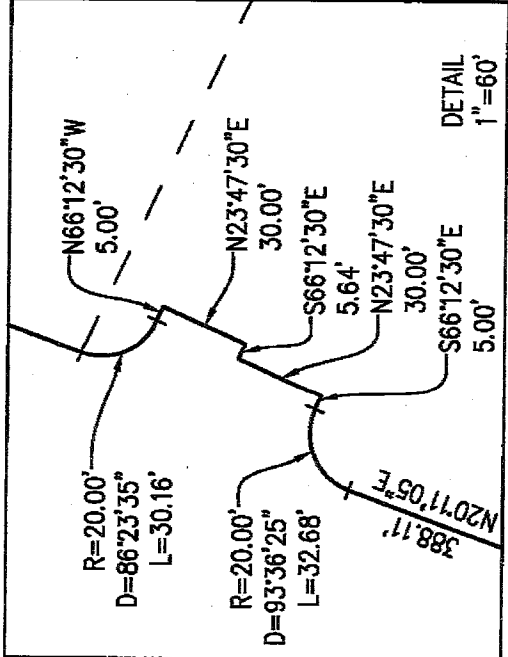
S86°03'10"W 1371.94'

CHILCO STREET

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

ADJUSTED PARCEL 2  
AREA = 77.83± AC.

ADJUSTED PARCEL 1  
AREA = 2.61± AC.



PROPOSED PROPERTY LINE

SEE DETAIL

POINT OF BEGINNING  
ADJUSTED PARCEL 1

CONSTITUTION DRIVE

CHILCO STREET

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 Callier 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'

S71°35'39"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

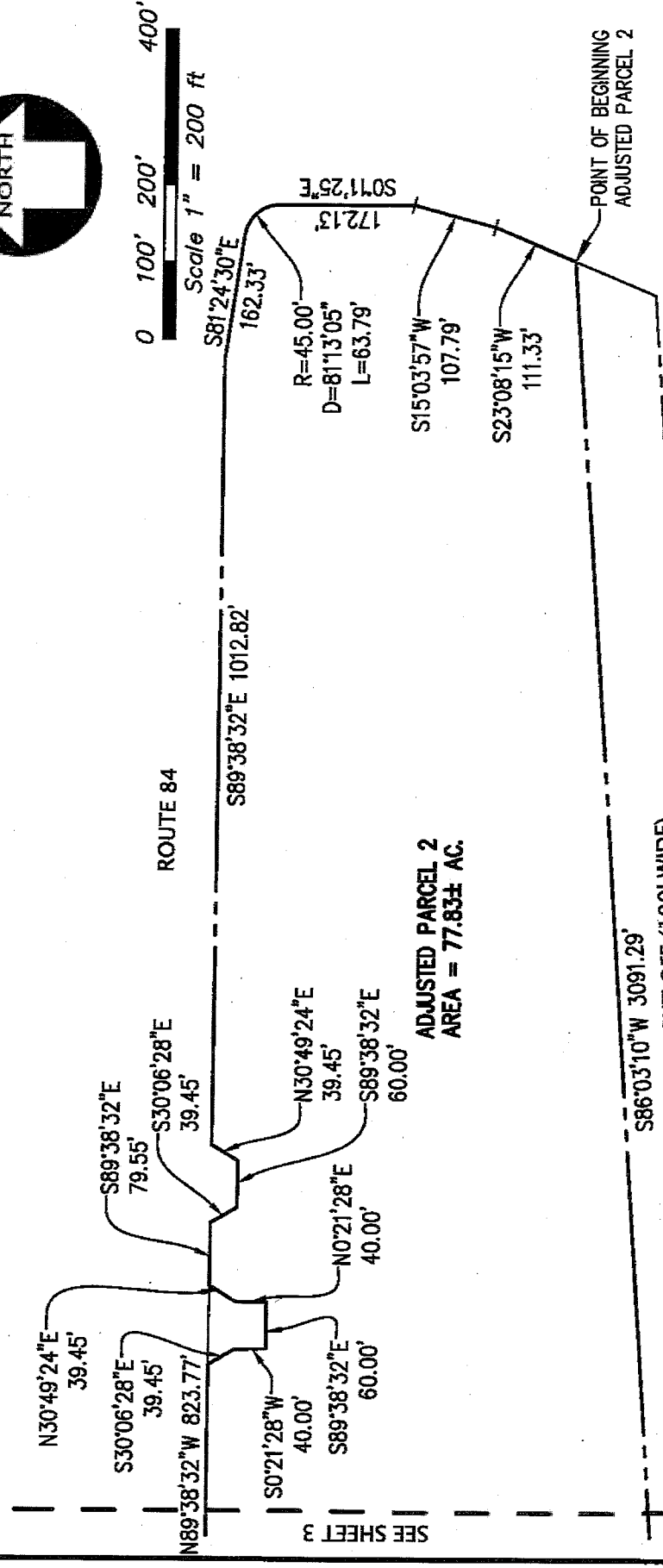
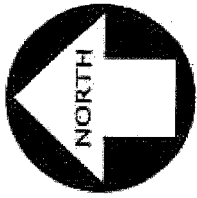


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 2850 Collier Canyon Road Phone (925) 245-8788  
 Livermore, California 94551 Fax (925) 245-8796

**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



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

**EXHIBIT "A"**

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

MENLO PARK, CALIFORNIA

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



**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

