RECORDING REQUESTED BY
Hibiscus Properties, LLC
c/o Facebook, Inc.
1 Hacker Way
Menlo Park, CA 94025

AND WHEN RECORDED RETURN TO:
City of Menlo Park
Attn: City Clerk
701 Laurel St.
Menlo Park, CA 94025

The undersigned declares this instrument to be exempt from Recording Fees (Govt. Code § 27033) and Documentary Transfer Tax (Rev. & Tax. Code §11922).

LICENSE AGREEMENT

This License Agreement ("License Agreement"), dated as of 9/3/2020, for reference purposes only, is made by and between Hibiscus Properties, LLC, a Delaware limited liability company ("Licensor"), and the City of Menlo Park, a municipal corporation of the State of California ("City" or "Licensee").

Licensor is the owner of certain real property located in the City of Menlo Park, County of San Mateo, State of California, as more particularly described in Exhibit A attached hereto (APN: 055-260-310) ("Campus Expansion Property").

Pursuant to that certain Development Agreement by and between Licensor and City dated December 14, 2016, and recorded in the Official Records of the County of San Mateo ("Official Records") as Document Number 2016-133794, as subsequently amended from time to time, and the Second Amended and Restated Conditional Development Permit dated December 5, 2017, and recorded in the Official Records as Document Number 2017-114053 ("CDP"), Licensor is obligated to enter into an irrevocable license agreement for the benefit of the public allowing public access over a portion of the Campus Expansion Property.

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor hereby grants to Licensee a non-exclusive, irrevocable license for public access and recreational open space purposes (as determined by Licensor in its reasonable discretion) ("Public Access License") over, under, across, along, in, and through a portion of the Campus Expansion Property as legally described on Exhibit B and shown on Exhibit C hereto ("Publicly Accessible Open Space" or "License Area"), subject to the following terms and conditions:
TERMS AND CONDITIONS

1. **Reservation of Rights; Rules and Regulations.** The rights granted to Licensee in favor of the public under this License Agreement are non-exclusive and subject to the right of Licensor (including, without limitation, its third party invitees and permittees) to use the Publicly Accessible Open Space including, without limitation, as follows: (a) Licensor may install temporary or permanent landscaping, temporary or permanent furnishings, amenities, and other personal property and improvements in the Publicly Accessible Open Space in Licensor's reasonable discretion, so long as such installations do not unreasonably interfere with public access through and upon the Publicly Accessible Open Space; (b) Licensor may (subject to applicable laws) remove or cause to be removed from the Publicly Accessible Open Space and from Licensor's property any member of the public engaged in behavior that is unlawful or dangerous, constitutes a private or public nuisance, or unreasonably interferes with access to or operation of the Publicly Accessible Open Space by Licensor or the public, it being understood that the primary use of the Publicly Accessible Open Space is for passive recreational purposes; (c) Licensor may erect and maintain screening, fences, or similar facilities within the License Area that are reasonably necessary to protect any landscaped bioretention areas located within the License Area from intrusion or damage; and (d) Licensor may use the License Area for any purpose that is consistent with the rights granted to Licensee under this License Agreement. Licensor also reserves the right to impose reasonable rules and regulations governing access to and use of the Publicly Accessible Open Space, including hours of operation, and to temporarily close the Publicly Accessible Open Space in case of emergency or when Licensor reasonably deems it necessary for security purposes. In the event that Licensor exercises its right to impose reasonable rules and regulations governing access to and use of the Publicly Accessible Open Space, Licensor shall prepare the initial set of rules and regulations and submit them to the City's Community Development Director for review and approval, which such approval shall not be unreasonably denied, conditioned or delayed. After the initial rules and regulations have been approved by the City, Licensor may make reasonable modifications to the rules and regulations in its sole discretion, provided that at least 10 business days prior to enacting the proposed modification, Licensor has provided written notice and a copy of the proposed modifications to the rules and regulations to the City's Community Development Director. Within ten 10 business days of receipt of the proposed modifications, if the Community Development Director believes that any of the proposed modifications are unreasonable, the Community Development Director may provide written notice to Licensor stating the basis for his or her objections and requesting a meet and confer conference. Within 10 business days of receiving that notice, the City and Licensor shall meet and confer in good faith at a mutually agreeable time and location in order to attempt to resolve the matter. The meeting shall be attended by representatives of the City and Licensor who have authority to resolve the matter.

2. **Modifications to License Area.** Licensor shall also have the right, at its sole expense, to make reasonable changes in the location or dimensions of the Publicly Accessible Open Space to foster normal use and/or accommodate future development of the Campus Expansion Property, provided that: (a) the proposed changes do not significantly reduce either the utility of the Public Access License or the City's ability to use and enjoy the Public Access License, or frustrate the purposes for which the Public Access License was created; and (b) City approves such changes pursuant to the procedures set forth in the City's municipal code or the CDP, as applicable. If changes are made pursuant to this Section 2, Licensor shall, at no additional cost to City, prepare an amendment to this License
3. **Term.** This License Agreement and the rights granted to City and the public are hereby granted in perpetuity.

4. **Maintenance and Repair.**
   (a) Licensor shall solely be responsible for maintaining and repairing the Publicly Accessible Open Space in good condition and in accordance with the CDP.
   (b) If City in good faith believes Licensor has failed in any material respect to adequately maintain the License Area so as to accommodate public access pursuant to this License Agreement, City may give 30 days' written notice to Licensor that the License Area is in need of maintenance or repair, specifying the nature of the needed repair or maintenance. If Licensor fails to perform the repair or maintenance deemed necessary by City within such 30-day period, City and its representatives and contractors shall have the right to enter upon the License Area for the purpose of performing such work, and City may thereafter obtain reimbursement from Licensor for the actual and reasonable cost thereof.

5. **Encroachments.** The Public Access License is subject to all existing encroachments of utilities and improvements on, over, and under the License Area, and to all future encroachments of utilities and improvements constructed or installed on or around the License Area (provided, however, that Licensor shall not grant or make future encroachments that unreasonably interfere with City's right to use the License Area pursuant to this Agreement).

6. **Use at Own Risk.** Use of any portion of the License Area by Licensee or the public is solely at their own risk. Licensor assumes no duty to or for the benefit of the public for defects in the location, design, installation, maintenance, or repair of any improvements within the License Area, for any unsafe conditions within the License Area, for the failure to inspect for or warn against possibly unsafe conditions, or to close the License Area to public access when unsafe conditions may be present. Licensor is not responsible for the acts or omissions of Licensee or any member of the public in, on, or about the License Area, and Licensor shall have no liability for the acts or omissions of such parties. Any member of the public who utilizes the License Area shall assume the risk thereof from and against all losses, damages, liabilities, expenses, claims, or demands of any character, direct or consequential, arising out of the use of the License Area, including, but without limiting the generality of the foregoing, injury to or death of any person, except for those claims arising from the gross negligence or willful misconduct of Licensor. Licensor shall not be liable to Licensee or the public for any damage to, or loss (by theft or otherwise) of, any property of Licensee or of any other person, irrespective of the cause of such injury, damage, or loss, except to the extent attributable to the gross negligence or willful misconduct of Licensor.

7. **No Personal Liability of Licensor.** Any liability of Licensor under this License Agreement shall be limited to Licensor's interest in the License Area, and in no event shall any personal liability be asserted against Licensor or its successors or assigns.

8. **Notices.** Any notice, consent, demand, or other communication required or permitted to be given under this License Agreement shall be in writing, shall be sent by (a) overnight courier for next-business-morning delivery; (b) by registered or certified mail, return receipt requested, or (c) by personal delivery, to the parties at the following addresses (or to such
other or further addresses as the parties may designate by like notices similarly sent), and shall be deemed given and received for all purposes three business days after the date deposited in the United States mail if sent by registered or certified mail, or the date of delivery if sent by courier or personal delivery, except that a notice of a change in address shall be effective only upon receipt:

To Licensor: Hibiscus Properties, LLC
c/o Facebook, Inc.
1 Hacker Way
Menlo Park, CA 94025
Attention: Director of Facilities

With a copy to: Facebook, Inc.
1 Hacker Way
Menlo Park, CA 94025
Attention: Real Estate Counsel

To Licensee: City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
Attention: City Manager

9. **No Conveyance or Easement.** This License Agreement does not and shall not be deemed to constitute a lease or a conveyance of the License Area (or any portion thereof) by Licensor to Licensee or any other person or entity, and does not confer upon Licensee any easement, right, title, estate, or interest in or to the License Area. This License Agreement grants to Licensee and members of the public a personal privilege to access and use the License Area on the terms and conditions set forth in this License Agreement.

10. **Covenants Run with the Land.** The Public Access License shall run with the title to the land and any portion thereof. Licensor further agrees that whenever the Campus Expansion Property or any portion thereof is held, sold, conveyed, or otherwise transferred, it shall be subject to this License Agreement which shall apply to, bind, and be obligatory to all present and subsequent owners of the Campus Expansion Property or any portion thereof. Upon the transfer of the Campus Expansion Property to a successor party, the successor party shall constitute the “Licensor” under this License Agreement and all predecessors-in-interest to such successor party shall be fully relieved of Licensor’s obligations hereunder arising after the effective date of such transfer and shall have no liability for any default or failure to perform occurring from and after the date of such transfer of the Campus Expansion Property.

11. **Amendment or Cancellation.** This License Agreement may be terminated, modified, or amended only by mutual consent of the Parties in writing.
SIGNATURES

IN WITNESS WHEREOF, this License Agreement has been duly executed by the parties hereto as of the day and year first above written.

LICENSOR

HIBISCUS PROPERTIES, LLC, a Delaware limited liability company:

Signature

Charles Fergou, OSHER
Name: DIRECTOR
Title:

Date
08/21/2020

LICENSEE

CITY OF MENLO PARK, a municipal corporation

Starla Jerome-Robinson, City Manager

Date
09/03/2020

APPROVED AS TO FORM:

Cara E. Silver, Interim City Attorney

Date
09/17/2020

ATTEST:

Judi A. Herren, City Clerk

Date
9/3/2020
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Mateo County

On September 3, 2020 before me, Neetu Salwan, Notary Public, personally appeared, Starla Jerome-Robinson 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.

Neetu Salwan  
Notary Public, San Mateo County  
Commission #2278678  
Expires 02-24-2023
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 Aug. 21, 2020 before me, Frank Matthew Dias, Notary Public  
(insert name and title of the officer)

personally appeared Charles Ferguson O'Shea

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)
Acknowledgment to
PUBLIC ACCESS LICENSE

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 Aug. 21, 2020 before me, Frank Matthew Dias, Notary

(insert name and title of the officer)

personally appeared Charles Fergus O'Shea

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)
EXHIBIT A

Campus Expansion Property
EXISTING 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 ALL OF ADJUSTED PARCEL 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY, FILED JULY 31, 2017 IN BOOK 44 OF L.L.S. MAPS, AT PAGES 84 AND 85, OFFICIAL RECORDS OF SAN MATEO COUNTY.

CONTAINING 2.61 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

RICHARD J. HICKENBOTTOM, LS 8654
LICENSE EXPIRES: 12/31/19

DATE: 2/5/19

LICENSED LAND SURVEYOR
STATE OF CALIFORNIA
RICHARD J. HICKENBOTTOM
LS 8654
Exp. 12/31/19
EXISTING 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 ALL OF ADJUSTED PARCEL 2, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY, FILED JULY 31, 2017 IN BOOK 44 OF L.L.S. MAPS, AT PAGES 84 AND 85, OFFICIAL RECORDS OF SAN MATEO COUNTY

CONTAINING 77.83 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

RICHARD J. HICKENBOTTOM, LS 8654
LICENSE EXPIRES: 12/31/19

2/5/18 DATE

[Stamp: Richard J. Hickenbottom, State of California Licensed Land Surveyor]
EXHIBIT ‘A’
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT

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 ADJUSTED PARCEL 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY, FILED JULY 31, 2017 IN BOOK 44 OF L.L.S. MAPS, AT PAGES 84 AND 85, OFFICIAL RECORDS OF SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID ADJUSTED PARCEL 1, SAID CORNER BEING A POINT ON THE SOUTHERLY RIGHT OF WAY OF ROUTE 84 (BAYFRONT EXPRESSWAY), 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;

THENCE ALONG THE NORTHERLY LINE OF SAID ADJUSTED PARCEL 1, SOUTH 63° 56’ 05” EAST, 11.21 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 80° 18’ 45” EAST, 367.64 FEET;

THENCE LEAVING LAST SAID LINE, SOUTH 23° 50’ 40” WEST, 369.00 FEET, SAID POINT BEING THE POINT OF CURVATURE OF A NON-TANGENT 68.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 19° 21’ 49” WEST;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32° 10’ 58”, AN ARC DISTANCE OF 38.20 FEET;

THENCE NORTH 53° 29’ 03” WEST, 164.43 FEET;

THENCE NORTH 64° 42’ 36” WEST, 158.40 FEET TO A POINT ON WESTERLY LINE OF SAID ADJUSTED PARCEL 1, SAID POINT ALSO BEING THE SOUTHEASTERLY RIGHT OF WAY LINE OF CHILCO STREET;

THENCE ALONG SAID WESTERLY LINE, NORTH 20° 11’ 05” EAST, 238.48 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 23° 26’ 23” EAST, 18.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.60 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT “B”, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

RICHARD J. HICKENBOTTOM, LS 8654
LICENSE EXPIRES: 12/31/19

2/5/18
DATE
EXHIBIT 'A'
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT

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 ADJUSTED PARCEL 1 AND ALL OF ADJUSTED PARCEL 2, AS SAID ADJUSTED PARCELS 1 AND 2 ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY, FILED JULY 31, 2017 IN BOOK 44 OF L.L.S. MAPS, AT PAGES 84 AND 85, OFFICIAL RECORDS OF SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ADJUSTED PARCEL 2, SAID CORNER BEING A POINT ON THE NORTHERLY LINE OF THE 100 FOOT WIDE SOUTHERN PACIFIC RAILROAD DUMBARTON CUT OFF RIGHT OF WAY;

THENENCE ALONG THE SOUTHERLY LINE OF SAID ADJUSTED PARCEL 2, SOUTH 86° 03' 10" WEST, 3091.29 FEET;

THENENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID ADJUSTED PARCEL 2 THE FOLLOWING TWELVE (12) 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;

3) SOUTH 23° 26' 23" WEST, 42.25 FEET;

4) 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;

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

6) ALONG THE ARC OF A TANGENT CURVE THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 93° 36' 25" FOR AN ARC LENGTH OF 32.88 FEET;

7) SOUTH 66° 12' 30" EAST, 5.00 FEET;

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

9) SOUTH 66° 12' 30" EAST, 5.64 FEET;

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

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

12) ALONG THE ARC OF A TANGENT 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;

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

THENENCE SOUTH 53° 29' 03" EAST, 164.43 FEET;

THENENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 12° 49' 09" EAST, HAVING A RADIUS OF 68.00 FEET, THROUGH A CENTRAL ANGLE OF 32° 10' 58" FOR AN ARC LENGTH OF 38.20 FEET;

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THENCE NORTH 23° 50' 40" EAST, 369.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID ADJUSTED PARCEL 2;

THENCE ALONG THE NORTHERLY LINE OF SAID ADJUSTED PARCEL 2, SOUTH 80° 18' 45" EAST, 2131.79 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINES OF SAID ADJUSTED PARCEL 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, RECORDED MAY 2, 2013 AS INSTRUMENT NO. 2013-0066476, AND SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID ADJUSTED PARCEL 2 THE FOLLOWING FIFTEEN (15) COURSES:

1) SOUTH 30° 06' 28" EAST, 39.45 FEET,
2) SOUTH 00° 21' 28" WEST, 40.00 FEET,
3) SOUTH 89° 38' 32" EAST, 60.00 FEET,
4) NORTH 00° 21' 28" EAST, 40.00 FEET
5) NORTH 30° 49' 24" EAST, 39.45 FEET,
6) SOUTH 89° 38' 32" EAST, 79.55 FEET,
7) SOUTH 30° 06' 28" EAST, 39.45 FEET,
8) SOUTH 89° 38' 32" EAST, 60.00 FEET,
9) NORTH 30° 49' 24" EAST, 39.45 FEET,
10) SOUTH 89° 38' 32" EAST, 1012.82 FEET,
11) SOUTH 81° 24' 30" EAST, 162.33 FEET,
12) 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,
13) SOUTH 00° 11' 25" EAST, 172.13 FEET,
14) SOUTH 15° 03' 57" WEST, 107.79 FEET, AND
15) SOUTH 23° 08' 15" WEST, 111.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 77.84 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

RICHARD J. HICKENBOTTOM, LS 8654
LICENSE EXPIRES: 12/31/19

DATE 7/5/18

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ADJUSTED PARCEL 2

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CHICCO STREET

AREA = 77.84 AC.

ADJUSTED PARCEL 2

AREA = 260 AC.

ADJUSTED PARCEL 1
ADJUSTED PARCEL 2

PLAN TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "B"

CALEIFORNIA

MENDO PARK

DATE: DECEMBER 2017

SCALE 1" = 200'

AREA = 77.84 ACRE

ADJUSTED PARCEL 2

(doc # 2017-039057)

R/S NO. 206

ROUTE 84 (BAYFRONT EXPRESSWAY)

S80°18'45"E, 2131.73'

S89°30'27"E, 823.77'

Scale 1" = 200'

0 100' 200' 400'

NORTH
EXHIBIT B

License Area - Legal Description
EXHIBIT “B”
LEGAL DESCRIPTION
PUBLIC PARK DEDICATION

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 ADJUSTED PARCEL 2, AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT, RECORDED MARCH 14, 2018, AS INSTRUMENT NO. 2018-018929, OFFICIAL RECORDS OF SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE 100-FOOT-WIDE SOUTHERN PACIFIC RAILROAD DUMBARTON CUT OFF RIGHT OF WAY WITH THE NORTHERLY LINE OF CHILCO STREET, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF SAID ADJUSTED PARCEL 2, AS SHOWN ON RECORD OF SURVEY NO. 2968, FILED FOR RECORD JULY 31, 2017 IN BOOK 44 OF LLS MAPS AT PAGES 84 AND 85, SAN MATEO COUNTY RECORDS;

THENENCE ALONG THE SOUTHERLY LINE OF SAID ADJUSTED PARCEL 2, 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 11° 15’ 41” FOR AN ARC LENGTH OF 45.55 FEET TO THE POINT OF BEGINNING

THENENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID ADJUSTED PARCEL 2, ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 231.73 FEET, THROUGH A CENTRAL ANGLE OF 39° 15’ 19” FOR AN ARC LENGTH OF 158.77 FEET;

THENENCE LEAVING SAID SOUTHERLY LINE, THE FOLLOWING FORTY-TWO (42) COURSES:

1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 6° 59’ 13” EAST, HAVING A RADIUS OF 130.00 FEET, THROUGH A CENTRAL ANGLE OF 9° 43’ 37”, FOR AN ARC LENGTH OF 22.07 FEET TO A POINT OF REVERSE CURVATURE,

2) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.29 FEET, THROUGH A CENTRAL ANGLE OF 8° 32’ 28”, FOR AN ARC LENGTH OF 11.22 FEET,

3) NORTH 81° 52’ 13” EAST, 9.29 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,

4) ALONG THE ARC SAID CURVE, HAVING A RADIUS OF 13.00 FEET, THROUGH A CENTRAL ANGLE OF 56° 10’ 00”, FOR AN ARC LENGTH OF 12.74 FEET,

5) NORTH 25° 42’ 14” EAST, 11.86 FEET,

6) NORTH 35° 40’ 58” EAST, 12.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,

7) ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 115° 11’ 06”, FOR AN ARC LENGTH OF 40.21 FEET TO A POINT OF COMPOUND CURVATURE,

8) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 160.11 FEET, THROUGH A CENTRAL ANGLE OF 26° 07’ 11”, FOR AN ARC LENGTH OF 72.99 FEET,

9) NORTH 16° 52’ 38” WEST, 57.25 FEET,

10) NORTH 74° 09’ 40” WEST, 7.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 39° 14’ 32” WEST,
11) ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 178.00 FEET, THROUGH A CENTRAL ANGLE OF 55° 28' 13", FOR AN ARC LENGTH OF 172.23 FEET TO A POINT OF COMPOUND CURVATURE,

12) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 53.00 FEET, THROUGH A CENTRAL ANGLE OF 63° 45' 01", FOR AN ARC LENGTH OF 56.97 FEET, TO A POINT OF COMPOUND CURVATURE,

13) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 31° 46' 31", FOR AN ARC LENGTH OF 41.69 FEET, TO A POINT OF REVERSE CURVATURE,

14) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 63.00 FEET, THROUGH A CENTRAL ANGLE OF 76° 28' 57", FOR AN ARC LENGTH OF 84.10 FEET, TO A POINT OF REVERSE CURVATURE,

15) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 27.00 FEET, THROUGH A CENTRAL ANGLE OF 165° 52' 36", FOR AN ARC LENGTH OF 78.17 FEET,

16) SOUTH 68° 53' 08" EAST, 5.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,

17) ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 289.00 FEET, THROUGH A CENTRAL ANGLE OF 11° 52' 48", FOR AN ARC LENGTH OF 59.82 FEET, TO A POINT OF REVERSE CURVATURE,

18) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 23.00 FEET, THROUGH A CENTRAL ANGLE OF 45° 44' 36", FOR AN ARC LENGTH OF 18.36 FEET,

19) SOUTH 35° 01' 19" EAST, 13.07 FEET,

20) SOUTH 82° 02' 10" EAST, 7.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 31° 28' 24" EAST,

21) ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 101.00 FEET, THROUGH A CENTRAL ANGLE OF 39° 41' 09", FOR AN ARC LENGTH OF 69.96 FEET, TO A POINT OF REVERSE CURVATURE,

22) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 58° 43' 16", FOR AN ARC LENGTH OF 56.37 FEET, TO A POINT OF REVERSE CURVATURE,

23) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 33.00 FEET, THROUGH A CENTRAL ANGLE OF 63° 28' 53", FOR AN ARC LENGTH OF 36.56 FEET, TO A POINT OF REVERSE CURVATURE,

24) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 118° 10' 37", FOR AN ARC LENGTH OF 30.94 FEET,

25) NORTH 15° 10' 15" WEST, 37.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,

26) ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.50 FEET, THROUGH A CENTRAL ANGLE OF 73° 58' 16", FOR AN ARC LENGTH OF 13.56 FEET,

27) NORTH 58° 48' 01" EAST, 54.29 FEET,

28) NORTH 7° 58' 58" EAST, 16.94 FEET,

29) NORTH 75° 58' 26" EAST, 50.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 85° 54' 12" EAST,
30) ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 6° 07' 02'', FOR AN ARC LENGTH OF 17.00 FEET, TO A POINT OF REVERSE CURVATURE,

31) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 191.74 FEET, THROUGH A CENTRAL ANGLE OF 13° 13' 10'', FOR AN ARC LENGTH OF 44.24 FEET, TO A POINT OF REVERSE CURVATURE,

32) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.50 FEET, THROUGH A CENTRAL ANGLE OF 17° 25' 38'', FOR AN ARC LENGTH OF 60.98 FEET, TO A POINT OF REVERSE CURVATURE,

33) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 264.30 FEET, THROUGH A CENTRAL ANGLE OF 43° 19' 16'', FOR AN ARC LENGTH OF 199.84 FEET, TO A POINT OF REVERSE CURVATURE,

34) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 33° 29' 56'', FOR AN ARC LENGTH OF 29.23 FEET, TO A POINT OF REVERSE CURVATURE,

35) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 52.00 FEET, THROUGH A CENTRAL ANGLE OF 37° 12' 16'', FOR AN ARC LENGTH OF 33.77 FEET, TO A POINT OF REVERSE CURVATURE,

36) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 515.25 FEET, THROUGH A CENTRAL ANGLE OF 2° 57' 56'', FOR AN ARC LENGTH OF 26.67 FEET,

37) SOUTH 66° 13' 52'' EAST, 1.97 FEET,

38) SOUTH 34° 00' 19'' WEST, 10.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,

39) ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 12.00 FEET, THROUGH A CENTRAL ANGLE OF 87° 45' 26'', FOR AN ARC LENGTH OF 18.38 FEET, TO A POINT OF REVERSE CURVATURE,

40) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 156.50 FEET, THROUGH A CENTRAL ANGLE OF 10° 35' 34'', FOR AN ARC LENGTH OF 28.93 FEET, TO A POINT OF REVERSE CURVATURE,

41) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 88.50 FEET, THROUGH A CENTRAL ANGLE OF 12° 57' 59'', FOR AN ARC LENGTH OF 20.03 FEET, TO A POINT OF REVERSE CURVATURE, AND

42) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 98.50 FEET, THROUGH A CENTRAL ANGLE OF 16° 44' 01'', FOR AN ARC LENGTH OF 28.18 FEET TO THE POINT OF BEGINNING.

CONTAINING: 90,347 SQUARE FEET OR 2.0741 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "C", ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

JOSEPH D. THOMPSON, LS 8121

1/17/20 DATE
EXHIBIT C

License Area – Plat to Accompany Legal Description
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## Public Park Dedication

EXHIBIT "C"