AGREEMENT REGARDING STORM DRAIN LINE

This Agreement Regarding Storm Drain Line (this "Agreement") is made as of October 14, 2015 (the "Effective Date") by and between HIBISCUS PROPERTIES, LLC, a Delaware limited liability company (the "Owner") and the CITY OF MENLO PARK, CALIFORNIA (the "City") in the following factual context:

A. The Owner is the owner of that certain real property commonly known as 300-309 Constitution Drive, Menlo Park, California 94025 and as more particularly described on the attached Exhibit A (the "Property").

B. There is an existing storm drain line originating at U.S. Route 101 and running across the Property (the "Storm Drain Line"). The location of the portion of the Storm Drain Line located on the Property is more particularly described and shown on the attached Exhibit B.

C. The Owner is in the process of converting an existing approximately 180,000 square foot warehouse and distribution building commonly known as 300 Constitution Drive, Menlo Park, California 94025 ("Building 300") to general offices and ancillary employee amenities (the "Project").

D. The Project was subject to architectural control and required a use permit. On December 15, 2014 the City's Planning Commission approved the Owner's request for architectural approval and a use permit (such permit, the "Use Permit").

E. The Project included an outdoor deck that would extend across the Storm Drain Line, as shown in more detail on the attached Exhibit C.

F. Among the Use Permit's project specific conditions was a condition relating to the Storm Drain Line. Specifically, the Use Permit provides as follows:

Concurrent with the submittal of a complete building permit application, the applicant shall redesign the proposed outdoor deck and trash enclosure to be located outside of a 15 foot buffer centered on the existing 30 inch on-site storm drain. Alternatively, the applicant may elect to enter into an agreement with the
City prior to issuance of a permit for tenant improvements to address issues of access to, maintenance of, and potential future relocation of the storm drain line.

G. The Owner has submitted an application for the redevelopment of the remainder of the Property (i.e., the portion of the Property in addition to Building 300) (the "TE Site Redevelopment"). Given the application pending for the TE Site Redevelopment and the infrastructure changes that are likely to be required in connection with the TE Site Redevelopment, the Owner prefers to now enter into an agreement with the City addressing issues of access to, maintenance of and potential future relocation of the storm drain line rather than redesign the proposed outdoor deck and trash enclosure.

H. The parties now wish to enter into such agreement.

NOW THEREFORE, the parties agree as follows:

1. Storm Drain Line.

   a. The Owner hereby grants to the City a non-exclusive easement (the "Storm Drain Line Easement") permitting the City to operate, maintain, repair, renew and replace the Storm Drain Line within the strip of real property shown on the attached Exhibit D (the "Storm Drain Line Easement Area"). The Owner retains the right to use the surface of the Property including, without limitation, the Storm Drain Line Easement Area. This right to use the surface of the Property specifically includes the right to install a deck and/or trash enclosures upon and/or in the vicinity of the Storm Drain Line Easement Area. The Owner is not responsible for maintaining the Storm Drain Line.

   b. As part of the Storm Drain Line Easement, the Owner hereby grants to the City a non-exclusive easement to enter and pass over and across the access ways and parking areas located from time-to-time on the Property as is reasonably necessary to operate, maintain, repair, renew and replace the Storm Drain Line, subject, however, to the terms hereof. Prior to entering the Property under this Section 1.b, the City shall give the Owner at least two (2) business days' advance notice, except in case of emergency where only contemporaneous notice will be required. All entries by the City upon the Property shall be made in a manner that is intended to minimize any interference with or interruption of the business operations and activities then being conducted on the Property.

   c. The Owner has the right to install an outdoor deck and/or trash enclosure within the Storm Drain Line Easement Area. It is possible that the City may require those portions of the outdoor deck and trash enclosure (as applicable) located within the Storm Drain Line Easement Area to be temporarily removed so that the City can exercise its rights with respect to the Storm Drain Line Easement. If the City requires that any portion(s) of the outdoor deck and/or trash enclosure located within the Storm Drain Line Easement Area be temporarily removed so that the City can maintain, repair, renew or replace the Storm Drain Line, then the Owner, at its sole cost and expense, will remove such portion(s) of the outdoor deck and/or trash enclosure that are located within the Storm Drain Line Easement Area and that impede the City's ability to perform maintenance, repair, renewal or replacement of the Storm Drain Line. Owner shall complete such removal within the time period identified by the City in the notice to Owner. Following the City's completion of the maintenance, repair, renewal or replacement of the Storm Drain Line, the Owner will have the right (but not the obligation) to reinstall its outdoor deck and/or trash enclosure (as applicable), subject, however, to the Owner's ongoing obligation to comply with the terms of this Section 1.c. If the Owner does not
reinstall the trash enclosure in the Storm Drain Line Easement Area, and the Owner is obligated to install a trash enclosure, the Owner shall provide a trash enclosure at an alternate location, approved by the City, upon the Property.

d. The Owner shall have the right, but not the obligation, to relocate the Storm Drain Line at its sole cost and expense subject, however, to its receipt of the City's prior written approval as to the location of and means and schedule for implementing such relocation (not to be unreasonably withheld, conditioned or delayed).

1. If the Owner obtains entitlements permitting it to proceed with and the Owner elects to proceed with the TE Site Redevelopment, the Owner will relocate the Storm Drain Line to the City's right-of-way (Chico Street) or another alternative location reasonably determined by the City and the Owner. A drawing showing a conceptual relocation of the Storm Drain Line within the Chico Street right-of-way as part of the TE Site Redevelopment is attached hereto as Exhibit E.

1.1. Upon the completion of the relocation, the Storm Drain Line Easement shall terminate in its entirety without the need for any further action by either party. However, upon the Owner's request, the City shall execute and deliver to the Owner, in a form suitable for recording, a quitclaim deed or other instrument reasonably acceptable to the Owner that confirms and memorializes the termination of the Storm Drain Line Easement. If the City fails or refuses to deliver to the Owner a quitclaim deed or other instrument reasonably acceptable to the Owner, then the Owner shall have the right to obtain equitable and injunctive relief to obtain the release of record of the rights of the City with respect to the Storm Drain Line Easement.

1.2. If the Storm Drain Line is relocated and a portion of it remains on the Owner's property, the Owner agrees to grant the City a new easement permitting the City to operate, maintain, repair, renew and replace the Storm Drain Line (as relocated).

2. If the Owner elects to not relocate the Storm Drain Line, within five years of the date of this Agreement, the Owner shall remove all structures from the Storm Drain Line Easement Area, including but not limited to decking, footings and trash enclosure to the reasonable satisfaction of the City. The Owner will remove all such structures from the Storm Drain Line Easement Area within 30 days from such election or notice from the City to remove. If the Owner fails to timely remove all structures from the Storm Drain Line Easement Area, the City shall have the right, but not the obligation, to remove the structures and charge the Owner the cost of removing the structures. The City will provide the Owner with an invoice for the cost of such work, payable within 30 days of the date of the invoice. If the Owner fails to timely remit payment, the City may place a lien on the Property for the cost of removing the structures. It is understood that in order to remove the structures from the Storm Drain Line Easement, structures outside of the Storm Drain Line Easement Area may also need to be removed.

e. The grant of the Storm Drain Line Easement shall not create any right in favor of the City to enter onto or use any portion of the Property or to use the area subject to the Storm Drain Line Easement for purposes other than as stated in this Agreement. Nothing contained in this Agreement is intended to, or shall be interpreted or construed so as to, preclude or restrict the ability of the Owner to take such measures as the Owner deems
necessary or appropriate to provide security for the Property, including, without limitation, the installation of fencing or other security barriers over or across the Property. The institution of any such security measures shall not be deemed to constitute a violation of the City’s rights under this Agreement.

f. At all times that the City or any of its employees, agents, representatives, consultants or contractors are on any portion of the Property pursuant to or in connection with this Agreement, the City or its contractor(s) shall maintain commercial general liability insurance (bodily injury and property damage) with single limits of coverage of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Coverage must be at least as broad as ISO CG 00 01 and must include property damage, bodily injury and personal injury coverage. Coverage may be met by a combination of primary and excess insurance, but excess shall provide coverage at least as broad as specified for underlying coverage. The Owner shall be an additional insured with respect to such policy for claims for bodily injury or property damage arising out of maintenance, repair, renewal or replacement activities allowed pursuant to this Agreement. Upon the Owner’s request, the City shall furnish the Owner with a current certificate of insurance showing the existence of the required insurance and the Owner may make the delivery of such certificate of insurance a condition to the City’s entry upon the Property pursuant to or in connection with this Agreement.

2. Mutual Indemnity. The Owner shall indemnify and save harmless the City, its officials, agents, employees, successors and assigns, from and against any and all losses, damages, liabilities, expenses, claims or demands of whatsoever character, direct or consequential, including, but without limiting thereby the generality of the foregoing, injury to or death of persons and damage to or loss of property, arising out of the Owner’s negligent acts or omissions and/or wilful misconduct and related to this Agreement, except, in all cases, to the extent arising by reason of the negligence or wilful misconduct of City, including its agents, contractors or employees or by a member of the public in general. The City shall indemnify and save harmless the Owner, its trustees, directors, officers, agents, employees, successors and assigns, from and against any and all losses, damages, liabilities, expenses, claims or demands of whatsoever character, direct or consequential, including, but without limiting thereby the generality of the foregoing, injury to or death of persons and damage to or loss of property, arising out of the City’s negligent acts or omissions and/or wilful misconduct and related to this Agreement, except, in all cases, to the extent arising out of the negligence or wilful misconduct of the Owner, including its agents, contractors and employees.

3. Notices. Whenever in this Agreement a party is required to give notice, the party shall give written notice delivered to the other party at the following addresses:

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

With a copy to: Facebook, Inc.
1 Hacker Way
Menlo Park, CA 94025
Attention: Facilities & Real Estate Counsel
To the City: 701 Laurel Street
Menlo Park, CA 94025
Attention: Director of Public Works

Delivery shall be by messenger or by a recognized overnight courier (e.g., Federal Express or UPS), return receipt requested. Notice shall be deemed given when delivered and documented by a declaration under penalty of perjury by the messenger or the return receipt of the overnight courier. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this Section by delivering to the other party written notice in the manner set forth above.

4. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of and shall apply to the respective successors and assigns of the Owner and the City. Upon the Owner’s transfer of the Property, the transferring owner shall be released from any further obligations under this Agreement and the City agrees to look solely to the successor in interest of the transferring owner for the performance of such obligations, provided that the transferring owner and its successors, as the case may be, shall remain liable after their respective periods of ownership with respect to any events that arose during the period of ownership by such party.

5. **Invalidity.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the other provisions of this Agreement shall remain in effect.

6. **Entire Agreement.** This Agreement contains and integrates the entire agreement of the parties with respect to the subject matter hereof, and supersedes all negotiations and previous agreements, if any, among the parties with respect thereto.

7. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

8. **Modification.** This Agreement may be modified from time to time by the mutual written consent of the parties.

9. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

10. **Covenants Run With the Land.** All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall constitute covenants that shall run with the land comprising the Property, and the burdens and benefits of this Agreement shall be binding upon, and shall inure to the benefit of, each of the parties and their respective heirs, successors, assignees, devisees, administrators, representatives and lessees, except as otherwise expressly provided in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.
HIBISCUS PROPERTIES, LLC

By:

Its: VP Global Facilities

THE CITY OF MENLO PARK

By:

Alex D. McIntyre
City Manager
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 October 28, 2015 before me, Pamela I. Aguilan, 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. Aguilan (Seal)
**MAIL TAX STATEMENTS TO:**

| Not Applicable |

**DOCUMENTARY TRANSFER TAX $ 0-**

..... Computed on the consideration or value of property conveyed; OR

..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

**SIGNATURE OF DECLARANT OR AGENT**

**DETERMINING TAX - FIRM NAME**
EXHIBIT A

Legal Description of Property
APN 055-244-010

Real property situate in the City of Menlo Park, County of San Mateo, State of California, described as follows:

Being all of Lot 1 as shown and described in Instrument No. 2011-060628 filed for record on May 31, 2011 in Official Records of said County of San Mateo,

Being also all of PARCEL 1, PARCEL 2, and PARCEL 3A, as said parcels are described in that certain GRANT DEED, recorded on March 27, 2002 as Document No. 2002-059141, San Mateo County Records,

Being also all of ADJUSTED PARCEL 4, as said parcel is described in that certain APPROVAL OF LOT LINE ADJUSTMENT, recorded on February 6, 2007 as Document No. 2007-018809, San Mateo County Records, and more particularly described as follows:

Beginning at the intersection of the northwesterly line of said PARCEL 1 with the southerly right-of-way line of HIGHWAY 84, as said right-of-way line is shown on Caltrans Right—of-Way Record Map R-105.2;

Thence along the northerly line of said PARCEL 1, South 64°50'10" East 11.22 feet;

Thence continuing along said northerly line of said PARCEL 1, and along the northerly line of said PARCEL 2, the northerly line of said PARCEL 3A, and the northerly line of said ADJUSTED PARCEL 4, South 81°12'00" East, 2500.00 feet;

Thence continuing along said northerly line of said ADJUSTED PARCEL 4, North 89°21'50" East, 384.14 feet to the easterly line of said ADJUSTED PARCEL 4;

Thence leaving said northerly line and along said easterly line the following four (4) courses:

1. South 04°51'40" East, 431.24 feet;
2. South 40°23'39" East, 99.01 feet to the beginning of a tangent curve concave to the northeast having a radius of 60.00 feet;
3. Along said curve through a central angle of 54°22'00", an arc length of 56.93 feet;
4. South 04°51'40" East, 46.16 feet to the southerly line of said ADJUSTED PARCEL 4;

Thence leaving easterly line and along said southerly line, South 85°08'20" West, 1,375.68 feet to the beginning of a non-tangent curve, concave to the southeast, having a radius of 231.72 feet;

Thence continuing along said southerly line, northwesterly along said curve to through a central angle of 53°54'38", an arc length of 218.03 feet to the southerly line of said PARCEL 2;

Thence leaving said southerly line of said PARCEL 4 and along said southerly line of said PARCEL 2, South 85°08'20" West, 1,370.12 feet to the easterly line of said PARCEL 1;

Thence leaving said southerly line and along said easterly line, South 22°32'00" West, 42.84 feet to the northeasterly line of PARCEL 49737-3, as said parcel is described in that certain FINAL ORDER OF CONDEMNATION, recorded on July 27, 1983 in Document No. 83078012, San Mateo County Records, said point being the beginning of a non-tangent curve concave to the northeast, having a radius of 335.00 feet;
Thence along said northeasterly line, along said curve through a central angle of 112°10'00", an arc length of 655.82 feet to the southeasterly line of said PARCEL 49737-3;

Thence leaving said northeasterly line and along said southeasterly line the following nine (9) courses:

1. North 19°16'42" East, 388.09 feet to the beginning of a curve concave to the southeast having a radius of 20.00 feet;
2. Along said curve through central angle of 93°36'25", an arc length of 32.67 feet;
3. South 67°06'53" East, 5.00 feet;
4. North 22°53'07" East, 30.00 feet;
5. South 67°06'53" East, 5.63 feet;
6. North 22°53'07" East, 30.00 feet;
7. North 67°06'53" West, 5.00 feet to the beginning of a curve concave to the northeast, having a radius of 20.00 feet;
8. Along said curve through a central angle of 86°23'35", an arc length of 30.16 feet;
9. North 19°16'42" East, 238.47 feet to said westerly line of said PARCEL 1;

Thence leaving said southeasterly line and along said northwesterly line, North 22°32'00" East, 18.08 feet to the Point of Beginning.

Containing 58.437 acres, more or less.

For: BKF Engineers

[Signature]

Davis Thresh, P.L.S. No. 6868

9-30-2015

Dated
MATCHLINE SEE SHEET 2 OF 3 FOR CONTINUATION
EXHIBIT D

Legal Description

15' WIDE STORM DRAIN LINE EASEMENT AREA
APN 055-244-010

Real property situate in the City of Menlo Park, County of San Mateo, State of California, described as follows:

Being a portion of Lot 1 as shown in Instrument No. 2011-060628 filed for record on May 31, 2011 in Official Records of said County of San Mateo included within a strip of land, 15.00 feet wide, lying 7.50 feet on each side of the following described centerline:

Beginning at a point in the westerly line of said Lot 1, being South 22°32’00” West, 11.47 feet from the northwest corner of said Lot 1;

Thence leaving said westerly line the following seven (7) courses:

1) South 80°22’37” East, 475.25 feet;
2) South 22°42’14” West, 528.67 feet;
3) South 24°33’30” East, 109.30 feet;
4) South 05°10’29” East, 331.81 feet;
5) South 40°38’00” West, 90.74 feet;
6) South 85°13’47” West, 195.66 feet;
7) South 23°57’39” West, 55.72 feet to a point on a curve being the southwesterly line of said Lot 1.

The above described centerline being also the approximate centerline of an existing 30 inch storm drain line.

The easterly and westerly line of said strip of land are to terminate or extend on the westerly and southwesterly lines of said Lot 1 (Instrument No. 2011-060628).

Described easement contains 26,806 square feet or 0.615 acres more or less.

As shown on plat attached and by this reference made part of hereof.

For: BKF Engineers

Davis Thresh, P.L.S. No. 6868

Dated September 30, 2015
CALIFORNIA ALL-PURPOSE 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 Oct 22, 2015 before me, Kristen Ellering, Notary Public, personally appeared John Tenares, 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.

Kristen Ellering

Notary Public

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.