

FIRST AMENDMENT TO TOLLING AGREEMENT

This First Amendment to Tolling Agreement (First Amendment) is made and entered into March 22, 2017 by and between Menlo Park Fire Protection District ("MPFPD"), the City of Menlo Park ("City") and the Project applicant Greenheart Land Company, LLC ("Greenheart"). MPFPD, the City and Greenheart are hereinafter collectively referred to as the "Parties."

RECITALS

- A. On February 23, 2017 the Parties executed a Tolling Agreement that tolled until March 22, 2017 the statute of limitations for actions, proceedings, causes of action or motions seeking judicial review under the California Environmental Quality Act ("CEQA") for the City's approval of the 1300 El Camino Real project consisting of 420,000 square feet of mixed uses ("Project").
- B. Part VI of the Tolling Agreement provided that the Parties may amend the Tolling Agreement, including extending the tolling under the Agreement by executing an amendment in writing signed by all parties
- C. To conserve the parties' resources and to promote judicial economy, and to avoid the need for MPFPD to file potentially unnecessary litigation, the Parties desire to amend the Tolling Agreement to extend the tolling date from March 22, 2017 until April 20, 2017.

AGREEMENT


NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

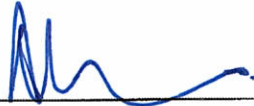
- I. Each Recital set forth above is incorporated herein by reference and is made part of this Agreement.
- II. Except as provided herein, all terms in the Tolling Agreement remain in full force and effect, and the Tolling Agreement and First Amendment are considered one integrated agreement.
- III. Any and all references to March 22, 2017 in the Tolling Agreement are amended to read April 20, 2017.
- IV. The Parties may further amend the Tolling Agreement and this First Amendment by executing an amendment in writing signed by all parties.
- V. This First Amendment may be executed by the Parties in one or more counterparts. All counterparts of any such documents together shall constitute one and the same instrument. This First Amendment is of no force or effect until all of the Parties have duly executed the Agreement. The First Amendment may be executed by facsimile and a facsimile signature shall have the same force and effect as an original signature.


Initials: City ; MPFPD , Greenheart 

VI. The individuals signing this First Amendment on behalf of each Party represent and warrant that they are authorized to do so on behalf of their respective Party.

VII. The Parties shall not challenge the legitimacy of this First Amendment or raise as a jurisdictional issue the validity of this First Amendment in any future action related to filing of an action, proceeding, cause of action or motion by MPFPD seeking judicial review of the City's approval of the Project.

BY:  DATE: March 22, 2017
Timothy D. Cremin, Attorney for
MPFPD

BY:  DATE: March 22, 2017
City of Menlo Park

BY:  DATE: March 22, 2017
Steve Atkinson, Agent for
Attorney for Greenheart

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