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Recording Requested By Covenantor:

GM San Leandro, LLC 500 Washington Street, Suite 700 San Francisco, California 94111

When Recorded, Mail To:

Lawrence P. Kolb, Acting Executive Officer California Regional Water Quality Control Board San Francisco Bay Region 1515 Clay Street, Suite 1400 Oakland, California 94612 2000163033 OFFICIAL RECORDS OF ALAMEDA COUNTY PATRICK O'CONNELL

05/31/2000 08:30 AM RECORDING FEE: 43.00



CALIFORNIA REGIONAL WATER

JUN 0 8 2000

QUALITY CONTROL BOARD

COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY

14883 and 14895 EAST 14TH STREET, and 15011 HESPERIAN BOULEVARD, SAN LEANDRO, CALIFORNIA

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 12th day of May, 2000 by GM San Leandro, LLC ("Covenantor"), which is the Owner of record of that certain property situated at 14883 and 14895 East 14th Street, and 15011 Hesperian Boulevard, in the City of San Leandro, County of Alameda, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Board"), with reference to the following facts:

- A. Soil underlying certain portions of the Burdened Property contains hazardous materials, and groundwater underlying the Burdened Property contains residual concentrations of hazardous materials.
- B. Contamination of the Burdened Property. Soil at certain portions of the Burdened Property was contaminated by former dry cleaning operations conducted by various former tenants. These operations resulted in contamination of soil and groundwater with volatile organic chemicals including tetrachloroethylene (PCE), which constitute hazardous materials as that term is defined in California Health & Safety Code Section 25260. The former owners of the Burdened Property, Eden Center Partners and Eden Development Company, investigated the extent of the contamination, remediated the PCE-impacted soils by installing and operating a soil vapor extraction system, identified all downgradient private wells potentially impacted by the PCE in groundwater and closed the only well used for domestic purposes (the three other wells are used for irrigation purposes only), prepared a risk assessment, and secured Board approval of

a Final Remedial Action Plan which requires monitoring the natural attenuation of residual PCE contamination in the groundwater that already has occurred and is expected to continue to occur. Currently, three groundwater monitoring wells exist on the Burdened Property (MW-1, MW-2 and MW-3), and five groundwater monitoring wells (including the three irrigation wells) exist downgradient of the Burdened Property (MW-4, MW-5, and the Duarte, Godbier and Thomas irrigation wells) (see site map attached as Exhibit B showing well locations); these wells are used to monitor the natural attenuation of the residual PCE contamination in groundwater.

- C. Exposure Pathways. The contaminants addressed in this Covenant were present in soil and remain (at relatively low concentrations) in groundwater underlying the Burdened Property. As a result of the mitigation measures which have been performed on the Burdened Property, and based on use of the Burdened Property for industrial, commercial or office space purposes, exposure to the residual contaminants could only take place via volatilization of PCE from the shallow groundwater to indoor and outdoor air. However, based on the risk assessment performed by the former owners and approved by the Board, the Board has concluded that as long as the downgradient wells are not used for drinking water, the residual PCE concentrations in groundwater do not pose a threat to human health or to the environment. The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.
- D. <u>Adjacent Land Uses and Population Potentially Affected</u>. The Burdened Property is used for commercial purposes and is adjacent to mixed residential and commercial land uses.
- E. Full and voluntary disclosure to the Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.
- F. Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The Restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in

interest thereof, for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to California. Civil Code Section 1471. Each and all of the Restrictions are enforceable by the Board.

- 1.2 <u>Concurrence of Owners and Lessees Presumed</u>. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assigns, and the agents, employees, and lessees of such owners, heirs, successors, and assigns, that the Restrictions as herein established must be adhered to for the benefit of the Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.
- 1.3 <u>Incorporation into Deeds and Leases</u>. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property entered into or executed on or after the date of recordation hereof. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.
- 1.4 <u>Purpose</u>. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II DEFINITIONS

- 2.1 <u>Board</u>. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.
- 2.2 <u>Improvements</u>. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.
- 2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.
- 2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, which hold title to all or any portion of the Burdened Property.

ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

- 3.1 <u>Restrictions on Development and Use</u>. Each Owner and Occupant of the Burdened Property promises to restrict the use of the Burdened Property as follows:
- a. Development and use of the Burdened Property shall be restricted to industrial, commercial or office space and be consistent with Board Order No. 99-095 (Final Site Cleanup Requirements), which is hereby incorporated by reference, including future amendments thereto. All uses and development shall preserve the integrity of the groundwater monitoring system installed on the Burdened Property, and any modifications to that system, remedial measures taken and remedial equipment installed, pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board. Prior to use of the Burdened Property for purposes other than those noted above, the then current Owner of the Burdened Property shall prepare, secure Board approval of, and implement (1) a workplan for soil sampling in areas previously known to have been impacted, with such soil samples analyzed for the identified chemicals of concern; and (2) a risk assessment to determine if the proposed new land use poses an unacceptable risk to human health or the environment based on these data. The then current Owner of the Burdened Property shall implement those measures reasonably requested by the Board based on its review of the risk assessment as a condition to the Board approving a use of the Burdened Property other than those noted above.
- b. No residence for human habitation, no hospitals, no day care centers for children, no day care centers for senior citizens, and no schools for persons under 21 years of age shall be permitted on the Burdened Property without the express written approval of the Board and written amendment to this Covenant.
- c. No Owner or Occupant of the Burdened Property or any portion thereof shall drill, bore, otherwise construct, or use a well on the Burdened Property for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board.
- d. Each Owner and Occupant of the Burdened Property or any portion thereof shall notify the Board of each of the following: (1) the type, cause, location and date of any disturbance to any remedial measures taken, remedial equipment installed, or the groundwater monitoring system installed, on or at the Burdened Property pursuant to the requirements of the Board, which could affect the ability of such remedial measures, remedial equipment, or monitoring system to perform their respective functions; and (2) the type and date of repair of such disturbance. Notification to the Board shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs;
- e. The Board, and/or any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or

monitoring, as provided for in Division 7 of the California Water Code.

- f. No Owner or Occupant of the Burdened Property or any portion thereof shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property.
- 3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the Restrictions, as set forth in paragraph 3.1, shall be grounds for the Board, by reason of this Covenant, to have the authority to require that the Owner or Occupant modify or remove any Improvements constructed in violation of that paragraph. Violation of this Covenant shall be grounds for the Board to file civil actions against the Owner or Occupant as provided by law. Nothing in this Covenant shall be construed as a limitation on the Board's regulatory or enforcement authority over this property as provided under State or Federal law.
- 3.3 <u>Notice in Agreements</u>. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the Burdened Property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the groundwater under the property, and is subject to a deed restriction dated as of Nay 17, 2000, and recorded on May 51, 2000, in the Official Records of Alameda County, California, as Document No. 200-163033 which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV VARIANCE AND TERMINATION

- 4.1 <u>Variance</u>. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant.
- 4.2 <u>Termination</u>. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.
- 4.3 <u>Term</u>. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V MISCELLANEOUS

- 5.1 <u>No Dedication Intended</u>. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.
- 5.2 <u>Notices</u>. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If To: "Covenantor"
GM San Leandro, LLC
500 Washington Street, Suite 700
San Francisco, California 94111

If To: "Board"
Regional Water Quality Control Board
San Francisco Bay Region
Attention: Executive Officer
1515 Clay Street, Suite 1400
Oakland, California 94612

- 5.3 <u>Partial Invalidity</u>. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.
- 5.4 <u>Article Headings</u>. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.
- 5.5 <u>Recordation</u>. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Alameda within ten (10) days of the date of execution.
 - 5.6 <u>References</u>. All references to Code sections include successor provisions.
- 5.7 <u>Construction</u>. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the California Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.
Covenantor: GM San Leandro, LLC
Ву:
Printed Name: Dan R Greek
Title: Momber -
Date: 5-12-200
Agency: State of California Regional Water Quality Board, San Francisco Bay Region
By: Former P. KM
Printed Name: Lawrence P. Kolb
Title: Acting Executive Officer
Date: 5/18/00

STATE OF CALIFORNIA)
COUNTY OF Ban Francisco)
On May 12, 2000 before me, the undersigned a Notary Public in and for said state, personally appeared David R. Gricol for GM San Leandro, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.
WITNESS my hand and official seal. LUISA C. SANTOS Commission # 1253718 Notary Public - Colleges Son Francisco County My Comm. Express Mor 13, 2004
STATE OF CALIFORNIA) COUNTY OF Sav Francisco)
On May 18, 2000 before me, the undersigned a Notary Public in and for said state, personally appeared Lawrence P. Kolb, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.
WITNESS my hand and official seal. SUSAN B. JOHNSON COMM. # 1102302 NOTARY PUBLIC - CALIFORNIA SAN FRANCISCO COUNTY Ny Comm. Expires June 23, 2000

County and State

ILLEGIBLE NOTARY SEAL DECLARATION (GOVERNMENT CODE 27361.7)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY:

DATE COMMISSION EXPIRES: Maich 13, 204

STATE: California

PLACE OF EXECUTION OF THIS DECLARATION: Contra Costa County

DATE: 5/3/2000

SIGNATURE:

AGENT FOR: CHICAGO TITLE COMPANY

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ONE:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF LOTS 8 THROUGH 9 AND A PORTION OF LOT 5 AS SAID LOTS ARE SHOWN ON THE MAP OF TRACT 831 FILED NOVEMBER 7, 1947, IN BOOK 27 OF MAPS, PAGE 59, ALAMEDA COUNTY RECORDS, AND A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE GRANT DEED RECORDED NOVEMBER 4, 1988, AS INSTRUMENT NUMBER 88-282091, ALAMEDA COUNTY RECORDS, AND ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE CORPORATION GRANT DEED TO A.T. BECKETT AND F.J. FEDERIGHI RECORDED APRIL 29,1963, ON REEL 887 AT IMAGE 792, ALAMEDA COUNTY RECORDS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF LOT 1 AS SAID LOT IS SHOWN ON SAID MAP OF TRACT 831:

THENCE ALONG THE SOUTHWESTERLY LINE OF LOTS 1, 2, 3, 4, AND 5 AS SHOWN ON SAID MAP, SOUTH 49°00′00″ EAST, 270.40 FEET TO THE ACTUAL POINT OF BEGINNING:

THENCE LEAVING SAID SOUTHWESTERLY LINE OF SAID LOT 5, NORTH 40°56′ 40″ EAST, 44.37 FEET:

THENCE NORTH 49°03'20" WEST, 2.02 FEET:

THENCE NORTH 49°58'40" EAST, 164.06 FEET:

THENCE SOUTH 49°01'37" EAST, 21.07 FEET:

THENCE NORTH 40°58'23" EAST, 145.27 FEET TO A POINT IN THE NORTHEASTERLY LINE OF THE AFOREMENTIONED PARCEL 2 (88-282091), SAID NORTHEASTERLY LINE BEING ALSO THE SOUTHWESTERLY LINE OF EAST 14TH STREET, 100 FEET IN WIDTH:

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 49°01'37" EAST, 132.45 FEET TO THE EASTERLY CORNER OF SAID PARCEL 2:

THENCE ALONG THE GENERAL EASTERLY LINE OF SAID PARCEL 2, SOUTH 41°00′00″ WEST, 230.27 FEET TO THE NORTHERLY CORNER OF THE AFOREMENTIONED PARCEL OF LAND DESCRIBED IN THE DEED TO A.T. BECKETT AND F.J. FEDERIGHI (RE: 887 IM: 792):

THENCE ALONG THE NORTHEASTERLY LINE OF LAST SAID PARCEL, SOUTH 49°00'00" EAST, 156.66 FEET TO AN ANGLE POINT THEREIN:

THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, NORTH 89°43'37" EAST, 26.96 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE CORPORATION GRANT DEED TO A.T. BECKETT AND F.J. FEDERIGHI RECORDED JULY 2, 1962, ON REEL 621 AT IMAGE 137, ALAMEDA COUNTY RECORDS:

THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 41°00′00″ WEST, 157.81 FEET TO THE NORTHWESTERLY CORNER OF LAST SAID PARCEL, SAID CORNER BEING ALSO THE SOUTHERLY CORNER OF THE AFOREMENTIONED LOT 9 OF TRACT 831:

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 9, NORTHWESTERLY ALONG THE ARC OF A 48.57 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH CURVE BEARS

SOUTH 89°43'37" WEST, THROUGH A CENTRAL ANGLE OF 48°43'37", AN ARC DISTANCE OF 41.31 FEET:

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF LOT 9 AND ALONG THE SOUTHWESTERLY LINE OF THE AFOREMENTIONED LOTS 8, 7, 6 AND 5, NORTH 49°00'00" WEST 291.64 FEET TO THE ACTUAL POINT OF BEGINNING, AND AS MORE PARTICULARLY DESCRIBED ON THAT CERTAIN CERTIFICATE OF CITY ENGINEER FOR LOT LINE ADJUSTMENT THAT RECORDED CONCURRENTLY HEREWITH AND DESIGNATED AS "NEW PARCEL 1".

APN 077D-1475-026-02 as to a portion & APN 077D-025-10 as to a portion

PARCEL TWO:

Beginning at the intersection of the Western line of Hesperian Blvd., formerly Telegraph Road, with the Southwestern line of East 14th Street, as said streets now exist since May 7, 1929; running thence along said Western line of Hesperian Blvd., South 0°28' East 190 feet; thence South 89°44'19" West 132.33 feet; thence North 49° West 156.66 feet; thence North 41° East 230 feet to said Southwestern line of East 14th St.; thence along the last mentioned line, South 49° East 130 feet to the point of beginning.

Excepting therefrom that portion described in the Deed to City of San Leandro, recorded July 27, 1964, Reel 1269, Image 163, Official Records of said County, described as follows:

Beginning at the intersection of the Western line of Hesperian Boulevard with the Southwestern line of East 14th Street; thence along the said Western line of Hesperian Boulevard South 0°28′ East, 36.07 feet to a point of cusp with a tangent curve concave to the Southwest, having a radius of 80 feet and a central angle of 48°32′; thence along said curve Northwesterly, 67.77 feet to a point of cusp with a tangent line, said tangent line being the aforementioned Southwestern line of East 14th Street; thence along said Southwestern line of East 14th Street South 49° East, 36.07 feet to the point of beginning.

A.P. No. 077D-1475-025-10 (the remainder)

PARCEL THREE:

Beginning at a point on the Western line of Hesperian Blvd., formerly Telegraph Road distant thereon South 0°28′ East 195.73 feet from the intersection thereof with the Southwestern line of East 14th St, as said streets now exist since May 7, 1929; running thence South 89°44′19″ West 109.95 feet to the direct extension Northeasterly of the Northwestern line of Lot 10 in Block "B" as said Lot and Block are shown on the Map of "Tract 831", etc. filed Nov. 7, 1947 in Book 27 of Maps, Page 59, in the Office of the County Recorder of Alameda County; thence along said last mentioned extended line and along said Northwestern line of Lot 10, South 41° West 150.86 feet to the general Northern line of Donna St., as said street is shown on said Map of Tract 831; thence along the last mentioned line from a tangent that bears South 0°15′41″ East on a curve to the left, with a radius of 20 feet, a distance of 31.42 feet; thence tangent with the last mentioned curve North 89°44′19″ East 169.84 feet; thence along the arc of a curve to the left with a radius of 20 feet, a distance of 31.49 feet to said Western line of Hesperian Blvd.; thence along the last mentioned line North O°28′ West 113.33 feet to the point of beginning.

A.P. Nos. 077D-1475-025-09 (Portion) 077D-1475-024-02

PARCEL FOUR:

Beginning at a point on the Western line of Hesperian Boulevard, formerly Telegraph Road, distant thereon South 0°28′ East 190 feet from the intersection thereof with the Southwestern line of East 14th Street, as said streets now exist since May 7, 1929; running thence South 89°44′19″ West to the direct extension Northeasterly of the Northwestern line of Lot 10 in Block "B", as said lot and block are shown on the Map of "Tract 831", etc., filed November 7, 1947 in Book 27 of Maps, Page 59, in the Office of the County Recorder of Alameda County; thence along said last mentioned extended line and along said Northwestern line of said Lot 10 South 41° West to the general Northern line of Donna Street, as said street is shown on said Map of Tract 831; thence along the last mentioned line from a tangent that bears South 0°15′31″ East on a curve to the left, with a radius of 30 feet, a distance of 47.12 feet to the Northern line of Louise Street, as said street is shown on said Map of Tract 831; thence along the last mentioned line tangent with the last mentioned curve North 89°44′19″ Est 179.95 feet to said Western line of Hesperian Boulevard; thence along the last mentioned line North 0°28′ West 149.52 feet to the point of beginning.

Excepting from Parcel four that portion described in the Deed to City of San Leandro, recorded July 27, 1964, Reel 1269, Image 166, Official Records, described as follows:

Beginning at the point of intersection of the Northwestern line of Lot 10, Block B with the Northeastern line of Ionna Street as said lot, block and street are shown on that certain map of "Tract 831, Eden Township, Alameda County, California" filed November 7, 1947 in Book 27 of Maps, Page 59, in the Office of the County Recorder of Alameda County; running thence along the arc of a curve to the left, from a tangent that bears South 0°15'41" East, with a radius of 20 feet an arc distance of 31.42 feet to a tangent line parallel with the Northern line of Louise Street (as said Louise Street is shown on the said Map of Tract 831) and 10.00 feet, measured at right angles, Northerly therefrom; thence along said tangent line North 89° 44'19" East 169.84 feet; thence tangent along the arc of a curve to the left, with a radius of 20 feet, an arc distance of 31.49 feet to the Western line of Hesperian Boulevard as it now exists; thence South 0° 28' East 30.07 feet to the Northern line of said Louise Street; thence along the last named line South 89°44'19" West 179.95 feet; thence tangent along the arc of a curve to the right with a radius of 30 feet, an arc distance of 47.12 feet to the point of beginning.

Also excepting from Parcel Four that portion described as Parcel Three hereinabove mentioned.

A.P. No. 077D-1475-025-09 (the remainder)

EXHIBIT A

FIRST AMERICAN TITLE