

Recorded at the request of:
CONTRA COSTA COUNTY

After recording return to:
Public Works Department
255 Glacier Drive
Martinez, CA 94553

ATTACHMENT
ITEM NO. C.8
DATE: Jan. 19, 2010

Iron Horse Corridor Portion of Parcel 10
Portion of APN 148-360-027

GRANT OF EASEMENT

For good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, CONTRA COSTA COUNTY, a political subdivision of the State of California, (hereinafter called "County"), hereby grants to JOHN V. HOOK, TRUSTEE OF THE JOHN V. HOOK TRUST U/A/D 3/24/00, AS TO AN UNDIVIDED 9.7756% INTEREST; NANCY ELLICOCK, A MARRIED WOMAN, AND STEVEN R. PUCCELL, A MARRIED MAN, EACH AS TO AN UNDIVIDED 1/2 INTEREST OF AN UNDIVIDED 9.7756% INTEREST; JOHN V. HOOK AND STEVEN PUCCELL AS CO-TRUSTEES UNDER THE WILL AND BY DECREE OF FINAL DISTRIBUTION OF THE ESTATE OF MILDRED A. HOOK, DECEASED, AS TO AN UNDIVIDED 1/3 INTEREST OF AN UNDIVIDED 10.5577% INTEREST; NANCY ELLICOCK, A MARRIED WOMAN AS HER SEPARATE PROPERTY, AND STEVEN PUCCELL, A MARRIED MAN AS HIS SEPARATE PROPERTY, EACH AS TO AN UNDIVIDED 1/6 INTEREST OF AN UNDIVIDED 10.5577% INTEREST; NANCY ELLICOCK, A MARRIED WOMAN AS HER SEPARATE PROPERTY, STEVE PUCCELL, A MARRIED MAN AS HIS SEPARATE PROPERTY, DEBRA HOOK, A SINGLE WOMAN, AND KAREN H. HEREDIA, A MARRIED WOMAN AS HER SEPARATE PROPERTY, EACH AS TO AN UNDIVIDED 1/12 INTEREST OF ANY UNDIVIDED 10.5577% INTEREST; DANIEL C. HELIX AND MARY LOU HELIX, TRUSTEES OF THE HELIX FAMILY TRUST UTA DATED DECEMBER 15, 1992, AS TO AN UNDIVIDED 1/2 INTEREST OF AN UNDIVIDED 69.7277% INTEREST; DANIEL C. HELIX AND MARY LOU HELIX, HUSBAND AND WIFE, AS JOIN TENANTS, AS TO AN UNDIVIDED 1/4 INTEREST OF AN UNDIVIDED 69.7277% INTEREST; JOHN V. HOOK, TRUSTEE OF THE JOHN V. HOOK TRUST U/A/D 3/24/00 AS TO AN UNDIVIDED 1/4 INTEREST OF AN UNDIVIDED 69.7277% INTEREST; DANIEL C. HELIX AND MARY LOU HELIX, TRUSTEES OF THE HELIX FAMILY TRUST UTA DATED DECEMBER 15, 1992, AN UNDIVIDED 00.1634% INTEREST (hereinafter called "Grantee"), a nonexclusive right to a perpetual easement and right of way for the purposes of constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using one access road for ingress and egress purposes only and appurtenances thereto, and for no other purposes whatsoever, along and in all of the hereinafter described parcel of land situated in the City of Pleasant Hill, County of Contra Costa, State of California, described as follows:

FOR DESCRIPTION AND PLAT MAP, SEE ATTACHED EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

The foregoing grant is made subject to the following terms and conditions:

1. **PRIMARY USE OF THE PROPERTY:** County owns fee titles to real property known and designated as the Iron Horse Corridor ("IHC") that runs from Mayette Avenue in the City of Concord to the Contra Costa County line in the City of San Ramon. The property subject to this easement (hereinafter the "Property") is located within the portion of the IHC located in the City of Pleasant Hill. Underground utility facilities are already in place and it is anticipated that, in the future, a mass transportation system and additional utility facilities will be constructed or installed on the Property. Grantee acknowledges that the use just described constitutes the primary use of

the Property and that any and all rights granted or implied by this grant of easement are secondary and subordinate to the County's primary use of the Property by County, its successors and assigns. The Grantee shall not obstruct the easement area. The Grantee shall not use or permit use of the Property for any purpose other than those granted by this agreement.

2. **COUNTY'S TITLE:** Grantee hereby acknowledges County's title to the IHC, including the Property, and agrees never to assail or resist said title.
3. **CONSTRUCTION AND MAINTENANCE ACTIVITIES:** (A) Grantee shall, prior to any construction, installation, reconstruction, remodeling, repair, removal or other work within the easement area, submit specific plans and specifications to County for review and approval. Such approvals, together with any additional requirements are to be in the form of a written permit issued by the County to Grantee. The terms of such permit shall not be inconsistent with this grant of easement.

(B) Normal maintenance by Grantee of its facilities within the easement area shall not require prior notice to the County. Grantee shall perform routine maintenance of its facilities so as to prevent damage to the site.
4. **MODIFICATION, RELOCATION AND REMOVAL OF GRANTEE'S FACILITIES:** County reserves the right to require Grantee to modify its facilities, to relocate said facilities within the easement area or, at County's sole discretion, to remove its facilities from the easement area at Grantee's sole expense. In the event that Grantee fails to commence the required work within thirty (30) days after being directed to do so by County, or such reasonable extension as County may agree to in writing, or fails to complete the required work within a specified time by County, County may perform or complete the work at the expense of Grantee, which expense Grantee agrees to pay to County promptly upon demand, including but not limited to engineering costs and any legal expenses incurred to collect such costs. If Grantee's facilities are removed from the current easement area, Grantee shall promptly quitclaim to the County any and all interest Grantee may have in the easement area.
5. **DAMAGE TO COUNTY PROPERTY:** Any and all County Property, facilities, landscaping or miscellaneous improvements, removed or damaged as a result of the use of the easement area by Grantee, or any other person or entity acting under Grantee's direction or control, shall, at County's discretion and direction, be repaired or replaced by County, with all reasonable costs and expenses to be paid by Grantee (including but not limited to engineering costs and legal costs of collecting any unpaid expenses) or shall be repaired or replaced by Grantee, at the sole cost and expense of Grantee, equivalent to or better than their existing condition. In the event that Grantee fails to commence the required work within thirty (30) days after being directed to do so by County, or such reasonable extension as County may agree to in writing, or fails to complete the required work within a reasonable time thereafter, County may perform or complete the work at the expense of Grantee, which expense Grantee agrees to pay to County promptly upon demand, including but not limited to engineering costs and any legal expenses incurred to collect such costs.
6. **EXISTING FACILITIES:** County has leases, licenses and easements and/or rights with others Co-Users, and may give similar or other rights to other entities in the future, for all or a portion of the Property. Grantee is responsible for identifying the location of all facilities and improvements in the easement area and shall take all precautions required to avoid damage to the facilities and improvements. Grantee shall obtain written approval from County and any Co-Users before altering the ground elevation, or placing block walls, retaining walls, fencing, trees, landscaping, pavement, improvements, or other structures in the easement area.

Grantee understands and acknowledges that the absence of markers, monuments, or maps indicating the presence of subterranean facilities does not constitute a warranty or representation that no such facilities exist. Grantee is fully aware of the potential presence of such facilities, and agrees that 48-hours prior to any work, Grantee will contact Underground Service Alert at 1(800) 624-2444 to determine whether there are any subterranean facilities within the proposed work area.

Grantee agrees to take all precautions required to avoid damage to the facilities of the Co-Users. If Grantee damages the facilities or improvements of any Co-user, Grantee shall repair or replace such facilities at Grantee's sole cost and expense.

7. **DAMAGE TO GRANTEE'S FACILITIES:** County shall have no responsibility for the protection, maintenance, damage to, or removal of Grantee's facilities, appurtenances or improvements, caused by or resulting from County's use of the Property or work or operation thereon. It shall be the sole responsibility of the Grantee to provide and maintain adequate protection and surface markings for its own facilities
8. **NON-EXCLUSIVE EASEMENT:** The easement granted hereunder is non-exclusive. This easement is subject and subordinate to all existing rights, rights of way, licenses, reservations, franchises and easements of record, or that would be evident from a physical inspection or accurate survey of the Property, in and to the Property. County shall have the right to require Grantee to modify, remove or relocate its facility within the easement area at Grantee's sole cost as reasonably necessary to accommodate the County's or any other user's right to construct, replace, enlarge, repair, maintain and operate its facilities, in the same manner as required by Section 4 of this grant of easement, including the rights and remedies contained therein. Grantee agrees to take all precautions required to avoid damage to the facilities of the existing users. If Grantee damages the facilities or improvements of any existing user, Grantee shall repair or replace such facilities at Grantee's sole cost and expense. Nothing contained herein shall be construed to prevent County from granting other easements, franchises, licenses or rights of way over said lands, provided however, that said subsequent uses do not unreasonably prevent or obstruct Grantee's easement rights hereunder.
9. **INDEMNIFICATION, AS-IS CONDITION OF PROPERTY:** (A) In the exercise of all rights under this easement, Grantee shall be responsible for any and all injury to County, to the public, to Co-Users, to individuals and to property arising out of Grantee's use of the Property. Grantee shall indemnify, defend, save, protect and hold harmless, County, its officers, agents, employees and contractors from and against any and all threatened or actual loss, damage (including foreseeable and unforeseeable consequential damages), liability, claims, suits, demands, judgments, orders, costs, fines, penalties or expense of whatever character, including but not limited to those relating to inverse condemnation, and including attorneys' fees, (hereinafter collectively referred to as "liabilities") to persons or property, direct or consequential, directly or indirectly contributed to or caused by granting of this easement, Grantee's operations, acts or omissions pursuant to this easement, or the Grantee's use of the easement, save and except liabilities arising through the sole negligence or sole willful misconduct of the County, its officers or employees.

(B) Grantee further agrees to defend, indemnify, save, protect and hold harmless, County from any and all actual or threatened claims, costs, actions or proceedings to attack, set aside, void, abrogate or annul this grant of easement or any act or approval of County related thereto.

(C) Grantee accepts the easement area in an "as is" physical condition, with no warranty, guarantee, representation or liability, express or implied on the part of the County as to any matter, including but not limited to the condition and/or possible uses of the Property and/or the condition and/or possible uses of the land or any improvements thereon, the condition of the soil

or the geology of the soil, the condition of the air, surface water or groundwater, the presence of known and unknown faults, the presence of any hazardous substance, materials, or other kinds of contamination or pollutants of any kind in the air, soil, groundwater or surface water, or the suitability of the Property for the construction and use of the improvements thereon. It shall be the sole responsibility of Grantee, at its sole cost and expense, to investigate and determine the suitability of the soil, water, geologic, environmental and seismic conditions of the Property for the intended use contemplated herein, and to determine and comply with all building, planning and zoning regulations relative to the Property and the uses to which it can be put. Grantee relies solely on Grantee's own judgment, experience and investigations as to the present and future condition of the Property or its suitability for Grantee's intended use and is not relying in any manner on any representation or warranty by County. Grantee agrees that neither Grantee, its heirs, successors or assign shall ever claim have or assert any right or action against County for any loss, damage or other matter arising out of or resulting from the presence of any hazardous substance or any other condition of the Property at the commencement of the easement or from the release of any hazardous substance in, on or around any part of the Property or in the soil, water, subsurface strata or ambient air by any person or entity other than the County following the commencement of this easement. As used herein, "hazardous substance" means any substance, material or waste which is or may become designated, classified or regulated as being "toxic," "hazardous" or a "pollutant" under any federal, state or local law, regulation or ordinance. Nothing in this section is intended in any way to restrict the right of Grantee to seek contribution or indemnity from any person or entity other than County whose activities are a cause of any discharge, leakage, spillage or emission of hazardous materials on or to the Property.

(D) To the extent permitted by law, Grantee shall indemnify, defend, save, protect and hold the County harmless from and against any and all claims, demands, liabilities, expenses (including without limitation attorneys fees and consultants fees), penalties, damages, consequential damages and losses, and costs (including but not limited to the costs of any required or necessary testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties and from and against the preparation of any cleanup, remediation, closure or other required plans whether such action is required or necessary prior to or following the termination of the easement), of any kind or nature, to the extent caused or contributed by Grantee's operation or performance under this easement, or Grantee's use, release or disposal of any hazardous substance, including all costs, claims, damages (including property and personal injury) caused by the uncovering, release or excavation of hazardous materials (including petroleum) as a result of Grantee's construction, reconstruction, maintenance, use, replacement, or removal of its facilities, to the extent that such activities increase the costs attributable to the cleanup or remediation of such hazardous materials.

(E) The obligations contained in this section shall survive the expiration or other termination of this.

10. **NO WARRANTIES:** Grantee understands and acknowledges that County makes no representations, warranties or guarantees of any kind or character express or implied, with respect to the Property, and Grantee is entering into this transaction without relying in any manner on any such representation or warranty by County.
11. **ABANDONMENT:** In the event Grantee shall cease to use the easement herein continuously for a period of one year, or in the event Grantee abandons any of its facilities or fails to use the easement for the purpose for which it is granted, then all rights of Grantee in and to said lands shall thereupon cease and terminate and shall immediately revert to and vest in County or its successors. Upon any such termination of Grantee's rights, Grantee shall, upon request by County, and at Grantee's sole cost and expense, remove all its facilities from the easement area and restore said Property to its original condition. Upon the failure of Grantee to do so, this work

may be performed by County at Grantee's expense, which expense Grantee agrees to pay to County upon demand. Grantee shall execute any Quitclaim Deeds required by County in this regard.

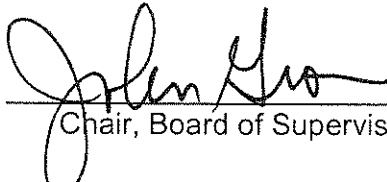
12. **NO ASSIGNMENT OF EASEMENT**: No rights granted hereunder shall be transferred or assigned without the prior written consent of County.
13. **NO SECONDARY RIGHTS**: Nothing herein contained shall be deemed to construe that access or other secondary rights are conveyed by this document over any of County's adjacent lands lying outside of the aforesaid strip of land above described.
14. **ENTIRE AGREEMENT**: This grant of easement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
15. **CONSTRUCTION**: This grant of easement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this grant of easement and their counsel have read and reviewed this grant of easement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this grant of easement.
16. **SUCCESSORS AND ASSIGNS**: This indenture and all of the covenants herein contained shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

THIS SECTION LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, this Grant of Easement is signed and executed this 19th day of JANUARY, 2010.

COUNTY

Contra Costa County

By 
Chair, Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On JANUARY 19, 2010,
before me, EMY L. SHARP

Clerk of the Board of Supervisors, Contra Costa County,
personally appeared SUPERVISOR JOHN GIOIA

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.

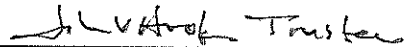
I certify under PENALTY OF PERJURY under the laws of
the State of California that the foregoing paragraph is
true and correct.


WITNESS my hand and official seal.

Signature


Deputy Clerk

GRANTEE

By 
John V. Hook, Trustee


By 
John V. Hook Co-Trustee

By _____
Steven R. Pucell

By _____
Steven Pucell Co-Trustee

By _____
Steven Pucell

By _____
Nancy Ellicock

By 
Debra Hook

By 
Karen H. Heredia

By 
Daniel C. Helix, Trustee

By 
Daniel C. Helix

By 
Mary Lou Helix, Trustee

By 
Mary Lou Helix

IN WITNESS WHEREOF, this Grant of Easement is signed and executed this ____ day of ____, 2009.

COUNTY
Contra Costa County

GRANTEE

By _____
Chair, Board of Supervisors

By _____
John V. Hook, Trustee

WASHINGTON
STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA *YAKIMA*

On *January 6, 2010*
before me, *Steven R. Pucell*

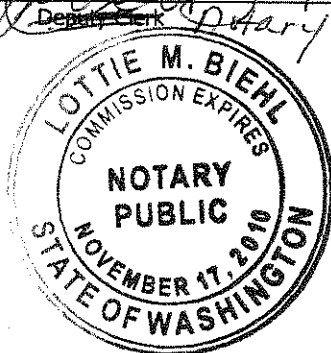
Clerk of the Board of Supervisors, Contra Costa County,
personally appeared _____

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 _____



CP:sr
G:\RealProp\Carla\IRON HORSE CORRIDOR\Helix\seasement.doc
Revised 01-06-10

By _____
John V. Hook Co-Trustee

By *Steven R. Pucell*
Steven R. Pucell

By *Steven R. Pucell - Co-Trustee*
Steven Pucell Co-Trustee

By *Steven Pucell*
Steven Pucell

By _____
Nancy Ellicock

By _____
Debra Hook

By _____
Karen H. Heredia

By _____
Daniel C. Helix, Trustee

By _____
Daniel C. Helix

By _____
Mary Lou Helix, Trustee

By _____
Mary Lou Helix

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On January 6, 2010, before me, Carla Peccianti, Deputy Clerk of the Board of Supervisors, Contra Costa County, personally appeared John V. Hook and Karen H. Heredia, 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 Carla Peccianti (Seal)
Deputy Clerk



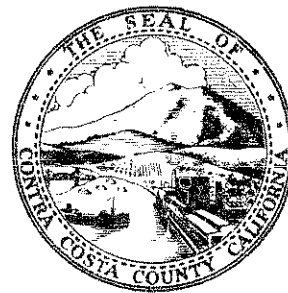
STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On January 6, 2010, before me, Carla Peccianti, Deputy Clerk of the Board of Supervisors, Contra Costa County, personally appeared Daniel C. and Mary Lou Helix, 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 Carla Peccianti (Seal)
Deputy Clerk



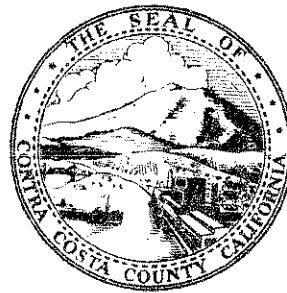
STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On January 7, 2010, before me, Carla Peccianti, Deputy Clerk of the Board of Supervisors, Contra Costa County, personally appeared Debra Hook, 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 *Carla Peccianti* (Seal)
Deputy Clerk



IN WITNESS WHEREOF, this Grant of Easement is signed and executed this 7 day of Jan ²⁰¹⁰~~2009~~

COUNTY
Contra Costa County

GRANTEE

By _____
Chair, Board of Supervisors

By _____
John V. Hook, Trustee

By _____
John V. Hook Co-Trustee

By _____
Steven R. Pucell

By _____
Steven Pucell Co-Trustee

By _____
Steven Pucell

By Nancy Ellicock
Nancy Ellicock

By _____
Debra Hook

By _____
Karen H. Heredia

By _____
Daniel C. Helix, Trustee

By _____
Daniel C. Helix

By _____
Mary Lou Helix, Trustee

By _____
Mary Lou Helix

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On JANUARY 7, 2010
before me, NANCY ELlicock,
Notary P
Clerk of the Board of Supervisors, Contra Costa County,
personally appeared _____

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 _____
Deputy Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Siskiyou

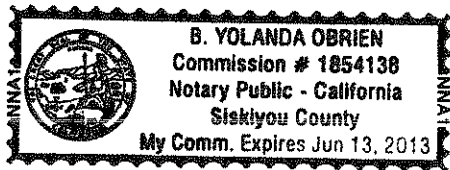
On 1-7-2010 before me, B. YOLANDA O'BRIEN

Date

Here Insert Name and Title of the Officer

personally appeared NANCY ELLICOCK

Name(s) of Signer(s)



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.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: GRANT OF EASEMENT

Document Date: 1-7-2010

Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: NANCY ELLICOCK

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT "A"

THE LAND REFERRED TO IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF PLEASANT HILL, DESCRIBED AS FOLLOWS:

A PORTION OF THE LAND CONVEYED TO THE COUNTY OF CONTRA COSTA BY THE DEED RECORDED JUNE 30, 1989 IN BOOK 15172, PAGE 13, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF SAID LAND, BEING ALSO A POINT ON THE NORTHERLY LINE OF THE 40 FOOT ROAD KNOWN AS MAYHEW WAY; THENCE FROM SAID POINT OF BEGINNING LEAVING SAID MAYHEW WAY NORTH 08°42'40" EAST ALONG A WESTERLY LINE OF SAID LAND, 507.11 FEET; THENCE ALONG A WESTERLY LINE OF SAID LAND ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 17°03'35", AN ARC DISTANCE OF 148.87 FEET; THENCE LEAVING SAID WESTERLY LINE OF SAID LAND SOUTH 08°42'40" WEST, 305.00 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 13°28'05", AN ARC DISTANCE OF 43.49 FEET; THENCE ALONG THE ARC OF A TANGENT REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 215.00 FEET, THROUGH A CENTRAL ANGLE OF 13°28'05", AN ARC DISTANCE OF 50.54 FEET; THENCE SOUTH 08°42'40" WEST, 134.17 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 08°18'15", AN ARC DISTANCE OF 26.81 FEET; THENCE SOUTH 00°24'25" WEST, 58.70 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 89°43'15", AN ARC DISTANCE OF 31.32 FEET; THENCE SOUTH 08°42'40" WEST, 10.11 FEET TO A POINT ON THE NORTHERLY LINE OF THE 40 FOOT ROAD KNOWN AS MAYHEW WAY; THENCE NORTH 89°35'35" WEST ALONG THE SOUTHERLY LINE OF SAID LAND, BEING ALSO THE NORTHERLY LINE OF SAID MAYHEW WAY, 66.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,618 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT MAP ENTITLED EXHIBIT "B" WHICH BY THIS REFERENCE IS MADE A PART HEREOF.

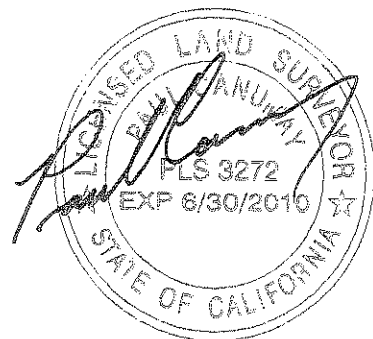
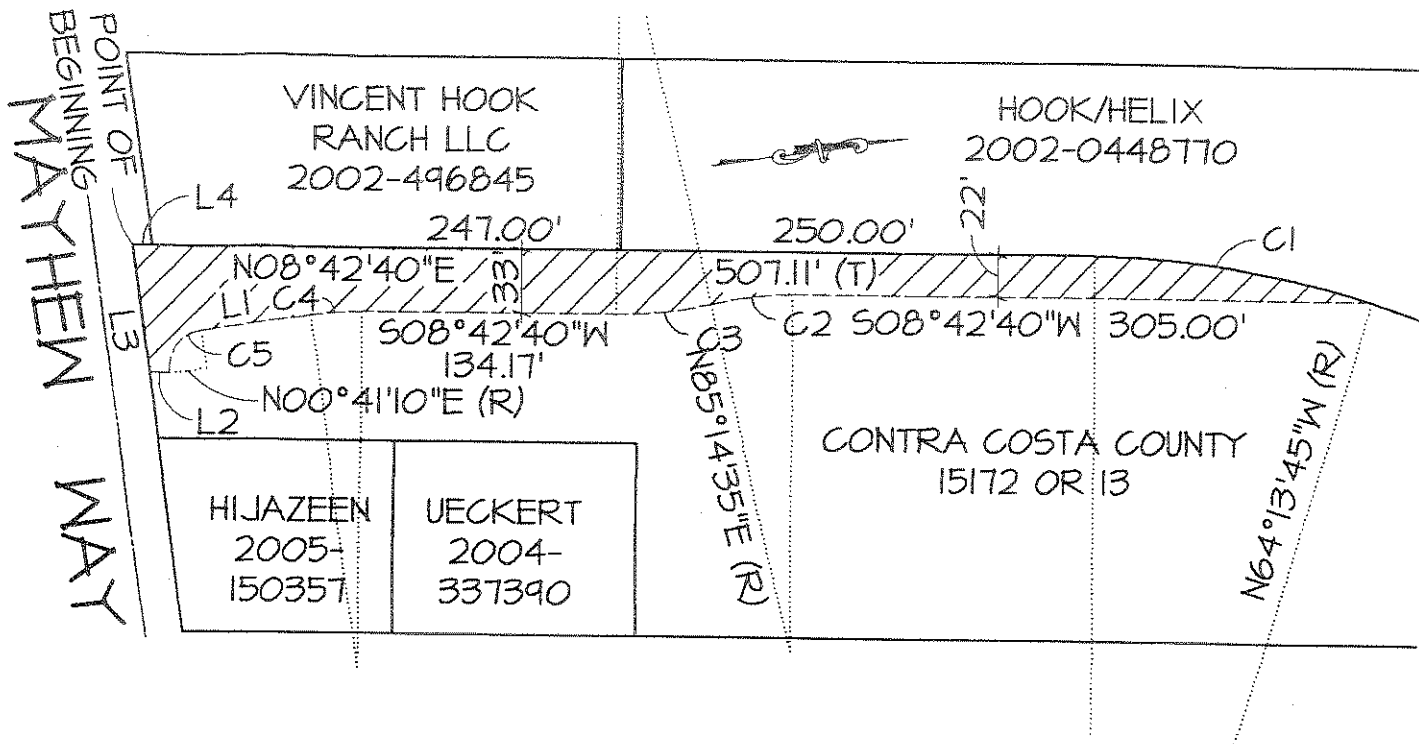


EXHIBIT "B"



LINE TABLE		
LINE	LENGTH	BEARING
L1	58.70	S00°24'25"W
L2	10.11	S08°42'40"W
L3	66.70	N89°35'35"W
L4	10.11	N08°42'40"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	148.87	500.00	17°03'35"
C2	43.49	185.00	13°28'05"
C3	50.54	215.00	13°28'05"
C4	26.81	185.00	08°18'15"
C5	31.32	20.00	89°43'15"



SCALE 1"=100'

GILBERT A. FITCH & ASSOCIATES JOB #12470