RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Jefferson School District
1219 Whispering Wind Drive
Tracy, CA 95304
Attn: Superintendent

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DECLARATION OF SPECIAL LAND USE RESTRICTIONS

This DECLARATION OF SPECIAL LAND USE RESTRICTIONS ("Declaration") is made as of _____ **[Close of Escrow Date]** by and between Tracy BPS, LLC, a Delaware limited liability company ("Declarant"), and Jefferson School District, a public school district of the State of California ("District"), with reference to the following facts.

District is acquiring from Declarant certain real property ("Land") situated in the City of Tracy, San Joaquin County, California described in Exhibit "A," pursuant to the terms and conditions of that certain Tracy Hills Project School Impact Mitigation Agreement By and Among Jefferson School District and Angelo K. Tsakopoulos ("AKT"), and The Tsakopoulos Family Partnership (the "Partnership," and collectively with AKT, the "Original Master Landowner"), dated as of October 14, 2003, and recorded on November 4, 2003, in the Official Records of San Joaquin County ("Official Records") as Document No. 2003-255476 (the "Original Mitigation Agreement"), which has been amended by that certain First Amendment to Tracy Hills Project School Impact Mitigation Agreement for Project Phase 1 (1A & 1B) Development by and among (i) District and (ii) the successor to the Original Master Landowner, comprised of Tracy Phase I, LLC ("TPI"), Tracy Phase IB, LLC ("TPIB"), Tracy Phase 2, LLC ("TP2"), Tracy Phase 3, LLC ("TP3"), Tracy Phase 4, LLC ("TP4"), and Declarant (Declarant together with TPI, TPIB, TP2, TP3, and TP4, are hereinafter referred to as the "Master Landowner"), dated as of June 20, 2018, and recorded on July 24, 2018, in the Official Records as Document No. 2018-081169 (the "First Amendment"), by that certain Second Amendment to Tracy Hills Project School Impact Mitigation Agreement for the Project Phase 1 (1A & 1B) Development by and between District and Master Landowner, entered into on or about September 17, 2018, and recorded on September 19, 2018, in the Official Records as Document No. 2018-104306 (the "Second Amendment"), and by that certain Third Amendment to Tracy Hills Project School Impact Mitigation Agreement for Project Phase 1 (1A & 1B) Development by and between District and Master Landowner, dated as of December 2, 2019 (the "Third Amendment"). The Original Mitigation Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, is hereinafter referred to as the "Mitigation Agreement."

In connection with such acquisition, District has represented to Declarant that it is acquiring the Land for public kindergarten through eighth grade ("K-8") school facilities consistent with the provisions of this Declaration. It is agreed that Declarant is transferring the

Land under terms and conditions which it otherwise would not do except in reliance on such representation by District. But for such representation by District, Declarant would not have transferred the Land to District.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, including the transfer of the Land by Declarant to District, the Parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

District represents and warrants to Declarant that District is acquiring the Land for public K-8 school facilities. On the basis of such representations and warranties, Declarant is willing to transfer the Land to District.

ARTICLE II

ESTABLISHMENT OF RESTRICTIONS

Section 2.1 Certain Definitions

A. "Benefited Property" shall mean the real property to which the benefit of the provisions of this Declaration inures, and as of the execution of this Declaration shall mean the real property described in Exhibit B attached hereto and by this reference made a part hereof; provided, however, that any portion of such real property conveyed by Declarant to a party other than a Successor Declarant, (as defined in Section 3.6 below), shall no longer constitute Benefited Property. Declarant shall have the right by a duly recorded amendment hereto to unilaterally substitute for or add to the Benefited Property any real property owned by Declarant or Declarant's Affiliates in San Joaquin County, California.

B. "Declarant's Affiliates" shall mean, collectively, Declarant or any direct or indirect member of Declarant, and all entities controlling, controlled by, or under common control with Declarant, and all of their respective divisions, subsidiaries and other affiliates, and all of their respective predecessors-in-interest, successors-in-interest, and assigns, except Declarant. Where the context reasonably requires, references in this Declaration to the term "Declarant's Affiliates" shall be deemed a reference, individually, to each of the persons or entities included within the definition of the term.

C. "Declarant" shall mean Tracy BPS, LLC, a Delaware limited liability company and any "Successor Declarant".

D. "District" shall mean the Jefferson School District and each and every successor, assign, owner, lessee, licensee or other occupant during its ownership or occupancy of the Land or any portion thereof or interest therein, as the context may require.

E. "Improvements" or "Structures" shall mean and include permanent and temporary buildings, outbuildings, parking or loading areas, roadways or walkways, display or

storage areas, paved areas, athletic facilities, temporary or permanent storage or other containers, portable toilets or other portable facilities, fences, walls, poles, lights, signs, trees, hedges, mass or large plantings, and all other structures of any kind located above the ground level of any site, and any replacements, additions, repairs or alterations thereto of any kind whatsoever, whether interior or exterior.

F. "Parties" shall mean Declarant and District, and either may be sometimes referred to as a "Party."

G. "Regulations" shall mean all present or future applicable laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments or other requirements of any governmental authority having jurisdiction.

Section 2.2 Purpose of Restrictions. The following covenants ("Restrictions") are hereby declared and agreed to be part of a general plan for the purpose of assuring use of the Land for public K-8 school facilities and as otherwise provided below and for the enhancement and protection of the value, desirability and attractiveness of the Benefited Property. Each of the Restrictions shall be construed as covenants and conditions running with, and binding upon, the Land and equitable servitudes upon the Land and every part thereof, and each of the Restrictions shall be binding upon any person or entity who acquires any right, title or interest in or to any portion of the Land, for the benefit of and appurtenant to the Benefited Property, as such Benefited Property presently exists or as it may be developed and used in the future, including without limitation each parcel or lot into which the Benefited Property may be divided or subdivided. It is intended that the dominant tenement shall be all or any portion of the Benefited Property, and that the servient tenement shall be all or any portion of the Land; provided, however, that the Restrictions shall be enforceable solely by either Declarant, Declarant's Affiliates, or a Successor Declarant. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Land is and shall be conclusively deemed to have consented and agreed to be bound by every Restriction, for the benefit of the Benefited Property, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Land. District and every other person or entity that now or hereafter owns or acquires the right, title or interest in or to any portion of the Land agrees to comply with all of the Restrictions as covenantor to Declarant. District acknowledges that Declarant's Affiliates are the covenantees and third-party beneficiaries of the Restrictions (as provided in Section 3.7 below), with full rights to enforce the same as if such entities were direct parties to this instrument.Restrictions. The Restrictions are as follows:

A. Maintenance Requirements. Subject to District's normal budgetary requirements, District shall maintain the Land and all Improvements on the Land in a neat, clean, sanitary and safe condition according to District's normal standards for other school sites in the City of Tracy.

B. Occupancy and Use. District shall occupy and use the Land solely for District's own use and solely for the following purposes ("Permitted Uses"):

(i) Specific Permitted Uses. For a public K-8 school, including classrooms, administrative offices, athletic fields and other Improvements commonly required for operation of a public K-8 school, and parking relating thereto, together with auxiliary school facilities which are necessary to operate, repair and maintain such classrooms, administrative offices, athletic fields and related parking (collectively, a "Public K-8 School").

(ii) Permissible Ancillary Uses. Ancillary to District's use of the Land as a Public K-8 School, District may license or otherwise grant to others a right to use portions of the Land and/or space in any Structures located thereon as required by applicable law for a use which is incidental to, or in furtherance of, District's use of the Land as a Public K-8 School, provided that (A) the use by the proposed licensee or grantee, and the nature of the activities to be conducted by such licensee or grantee would not be detrimental to or in competition with uses located on the Benefited Property, (B) such activities are temporary in nature and do not restrict or limit the use of the Land on a full time basis as a Public K-8 School, (C) such activities are consistent with and similar to activities permitted by District in its other public K-8 school facilities, and (D) the Public K-8 School facilities described in (i) above have been completed. In furtherance of the foregoing restriction, retail, office, commercial and residential activities of any type (other than periodic children's fairs, book sales, bake sales or similar public K-8 school sponsored fund raisers conducted in the evenings or on weekends) shall not be permitted on the Land, notwithstanding the fact that the school or District may benefit from the proceeds, profits, rents or other payments from or related to any such activity.

(iii) Mandated Ancillary Uses. Ancillary to District's use of the Land as a Public K-8 School, District shall have the right to license or otherwise grant to others a right to use portions of the Land and/or space in any Structures located thereon for a use which is specifically mandated and required under applicable California law to be made of this Public K-8 School or all similar public K-8 school sites. Any use which is merely made permissive for a public K-8 school site by any such law shall not be included within the permitted ancillary use allowed under this paragraph, but is not precluded so long as it meets the other herein provided requirements. District acknowledges and agrees that Declarant and Declarant's Affiliates may suffer significant economic damages if the Land is used for other than the Permitted Uses, including, but not limited to, the loss of revenues from competing uses on other properties owned by Declarant, and the loss of value of Declarant's residential land due to the unavailability of nearby school facilities.

C. Subdivision or Rezoning. Without Declarant's consent, which consent may be withheld by Declarant in its sole discretion, District shall not (i) request, make application for or agree to any change or amendment to any parcel or final map covering the Land or record any further parcel or final map or any other document creating or recognizing a division of the Land or any portion thereof or Improvements thereon pursuant to California Governmental Code section 66410 et seq. or any similar statute hereafter enacted, or any local ordinances adopted pursuant thereto, or file any applications with any governmental agency with respect thereto, or (ii) change or attempt any change in zoning, or obtain or apply for a zone change, variance, exception or conditional use permit with respect to the use or development of the Land or any portion thereof not expressly allowed under existing zoning.

ARTICLE III

OTHER PROVISIONS CONCERNING RESTRICTIONS

The foregoing Restrictions shall be subject to the following additional provisions:

Section 3.1 Term. Unless (i) a Restriction automatically terminates pursuant to the express terms of this Declaration, or (ii) Declarant records a declaration terminating one or more of the Restrictions (which are not expressly for the benefit of District), the Restrictions contained in Section 2.3A, Section 2.3B, and Section 2.3C shall automatically terminate on the earlier of: (i) the same date that District has paid to Declarant State Funding for Site Acquisition and Site Development pursuant to Section 2.1(d) of the Mitigation Agreement; or (ii) the same date that the Mitigation Agreement terminates.

Section 3.2 Default by District; Remedies. The breach, violation or failure by District, or its successors and assigns, to perform or satisfy any Restriction shall constitute an event of default hereunder only if such default continues for a period of thirty (30) days after written notice ("Default Notice") thereof from Declarant to District; provided, however, that if such default is of a type which for reasons other than reasons within the reasonable control of District is not susceptible of cure within such thirty (30) day period, but is susceptible of cure within a reasonable period of time, then no event of default shall occur hereunder if District commences such cure within such thirty (30) day period and thereafter continuously and diligently pursues the cure of such default to completion within a reasonable period of time. Upon an event of default by District hereunder, in addition to all other remedies set forth herein, Declarant at its sole option may enforce any one or more of the following remedies or any other rights or remedies to which Declarant may be entitled by law or equity, whether or not set forth herein. To the maximum extent permitted by law, all remedies provided herein or by law or equity shall be cumulative and not exclusive.

A. Damages. Declarant may bring a suit for damages for any compensable breach of or noncompliance with any of the Restrictions.

B. Declaratory Relief. Declarant may bring a suit for declaratory relief to determine the enforceability of any of the Restrictions.

C. Specific Performance. District recognizes that a particular or ongoing violation of the Restrictions may cause Declarant to suffer material injury or damage not compensable in money, and that Declarant shall be entitled to bring an action for specific performance to enforce compliance with the Restrictions or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not Declarant exercises any other remedy set forth herein.

Section 3.3 Exculpation. Neither Declarant nor Declarant's Affiliates shall be liable for any damage, loss or prejudice suffered or claimed by District or any owner, occupant, lessee, licensee or other person subject to or benefited or otherwise affected by the Restrictions on account of (i) any construction, performance or nonperformance by District of any work on the

Land or improvements thereto and (ii) the enforcement of, or failure to enforce, any of the Restrictions.

Section 3.4 Waiver. Any waiver of any provision hereunder shall not be effective unless it is in writing and signed by the Party granting the waiver. Neither a waiver by Declarant of a breach of any of the Restrictions nor a delay or failure by Declarant or District to enforce any of the Restrictions shall (a) be construed to be a waiver of any earlier or later breach of the same or any other provision of the Restrictions, or (b) be implied from any inaction or omission by Declarant to take any action on account of such breach or failure. No express waiver by Declarant shall affect any breach or failure other than as specified in said waiver. The consent or approval by either Party to or of any act by the other Party requiring such Party's consent or approval shall not be deemed to imply consent or waiver of the necessity of obtaining such Party's consent to or approval of any subsequent similar acts by the other Party.

Section 3.5 Costs of Enforcement. In the event any declaratory or other legal or equitable action or proceeding shall be instituted between Declarant and District to enforce any provision of this Declaration, the Party prevailing in such action shall be entitled to recover from the losing Party the prevailing Party's costs and expenses, including court costs and reasonable attorneys' fees; provided, however, that if District is the original "District" hereunder (*i.e.*, Jefferson School District), then each Party shall bear its own costs and expenses, including court costs and attorneys' fees.

Section 3.6 Assignment by Declarant. Any and all of the rights, powers, duties and reservations of Declarant herein contained may be assigned to any of Declarant's Affiliates, to any real estate investment trust of which any of the foregoing directly or indirectly owns at least 50% of the equity ownership interest, to any partnership of which any of the foregoing is a general partner or has the right to control such general partner, to a limited liability company of which any of the foregoing is the managing member or has the right to control the management of such limited liability company, to any successor-in-interest to any of the above, or to any person or entity which acquires a material part of the assets of Declarant or any of the above entities (a "Successor Declarant"). Any Successor Declarant will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned and upon any such Successor Declarant evidencing its consent in writing to accept such assignment and assume such duties, he, she or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Except as specifically provided in Section 3.7, below, concerning enforcement by Declarant's Affiliates, no party other than Declarant or a Successor Declarant (whether or not such party owns any interest in the Benefited Property) shall have any right to enforce the Restrictions against District.

Section 3.7 Declarant's Affiliate as Third Party Beneficiary. Declarant and District hereby acknowledge that, to the extent any of Declarant's Affiliates owns any portion of the Benefited Property, such Declarant's Affiliate is a third party beneficiary of the Restrictions, with full rights to enforce the same as if such Declarant's Affiliate were a third party to this Declaration; provided, however, that any approval given by Declarant hereunder shall be binding upon Declarant's Affiliate as if Declarant's Affiliate had itself given such approval. Subject to the foregoing, this Declaration is made for the sole benefit and protection of the Parties, and no

person or entity other than the Parties and the permitted successors and assigns of each of them shall be authorized to enforce the provisions of this Declaration.

Section 3.8 Termination or Amendment. The Restrictions may be validly terminated, amended, modified or extended, in whole or in part, only by recordation with the San Joaquin County Recorder of a proper Declaration duly executed and acknowledged by Declarant to that effect.

Section 3.9 Captions. The captions used herein are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the scope or intent of the terms and provisions hereof.

Section 3.10 Invalidity of Provisions. If any provision of this Declaration as applied to Declarant or District or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Declaration, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Declaration as a whole.

Section 3.11 Notices. All notices, consents, requests, demands, approvals, authorizations and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when (i) personally served, (ii) forty-eight (48) hours after being deposited in the United States mail, duly registered or certified (return receipt requested), postage prepaid, to the other Party at the following respective addresses, or (iii) twenty-four (24) hours after being deposited with a nationally recognized overnight courier service (i.e., Federal Express), to the other Party at the following respective addresses:

TO DISTRICT:

Jefferson School District
1219 Whispering Wind Drive
Tracy, CA 95304
Attn: James Bridges, Superintendent

With a copy to:
Atkinson, Andelson, Loya, Ruud & Romo
2151 River Plaza Drive, Suite 300
Sacramento, CA 95833
Attn: Lisa R. Allred

TO DECLARANT:

Tracy BPS, LLC
c/o Integral Communities
888 San Clemente, Suite 100
Newport Beach, CA 92660
Attn: John Stanek/Caren Read, Esq.

With a copy to:
Rutan & Tucker, LLP
18575 Jamboree Road, Suite 900
Irvine, CA 92612
Attn: Hans Van Ligten, Esq.

or at such other address as the Declarant or District may designate to the other in writing.

Section 3.13 Application to Declarant. Notwithstanding anything herein contained to the contrary, if Declarant, any of Declarant's Affiliates, any Successor Declarant, or any other entity to which Declarant has assigned its rights hereunder (a "Declarant Assignee") acquires or reacquires (as applicable) title to the Land or any portion thereof at any time after the date hereof, the Restrictions automatically shall cease and terminate and be of no further force or effect as to such Land or portion thereof, effective as of the date of such acquisition or reacquisition (as applicable) by Declarant, a Declarant's Affiliates, a Successor Declarant, or the Declarant Assignee (as applicable).

Section 3.14 Time of Essence. Time is of the essence of each provision of this Declaration in which time is an element.

Section 3.15 Governing Law and Venue. This Declaration shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Declaration, the sole and exclusive venue shall be a court of competent jurisdiction located in San Joaquin County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court.

Section 3.16 Dispute Resolution.

A. Any controversy, dispute or claim whatsoever arising out of, in connection with, or in relation to this Declaration, any other document relating to the subject matter of this Declaration or the use or development of the Land, including, without limitation, the validity, scope, and enforceability of this provision, shall be determined and settled, at the request of any Party, by a general reference conducted in the San Joaquin County, State of California, by a judge pro tem appointed pursuant to the provisions of California Code of Civil Procedure section 638(1) et seq. as they may be amended from time to time, who shall be a retired judge of the Superior Court of the State of California ("Referee"). The Referee shall follow all of the statutes and rules applicable in a proceeding before the Superior Court of the State of California for the San Joaquin County, including, without limitation, the statutes and rules pertaining to discovery, evidence and law and motion. The Referee shall render its final decision in a statement of decision pursuant to California Code of Civil Procedure section 644 ("Statement of Decision").

B. If the Parties cannot agree upon a Referee within ten (10) days of either Party's request for a general reference, the Parties shall request the Presiding Judge of the Superior Court of the State of California for the County of San Joaquin to select a Referee from among the Court's list of retired judges of the Superior Court willing to act as judge pro tem.

C. Unless otherwise specified in the Statement of Decision or other ruling of the Referee, (i) the cost of the Referee and the expenses relating to the reference proceedings

(exclusive of attorney's fees and costs) (collectively "Reference expenses") shall be borne equally by the Parties, and (ii) each party shall bear its own attorney's fees and costs. The Referee, in ruling on any contested issue or motion, may award the prevailing party its Reference expenses and its attorneys' fees and costs incurred in litigating the issue or motion on which it prevailed.

D. The provision of this Section 3.16 shall not apply to any request or application for any provisional remedy (such as a temporary restraining order and/or preliminary injunction) with respect to any right or obligation arising out of or related to this Declaration, any other document relating to the subject matter of this Declaration, or the use or development of the Land. A final and binding determination of such right or obligation shall be made by a Referee in a reference proceeding conducted pursuant to this Section 3.16.

Section 3.17 Counterparts. This Declaration and any modifications, amendments, or supplements thereto may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. The Parties may also deliver executed copies of this Declaration to each other by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party may raise the use of any image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this Declaration. At the request of either party, the parties will confirm signatures by signing and delivering an original document.

[Signatures appear on following page.]

IN WITNESS WHEREOF, each of the undersigned has executed this Declaration as of the date first written above by its officers thereunto duly authorized.

"DISTRICT"	"DECLARANT"
Jefferson School District	Tracy BPS, LLC
By: _____	By: _____
Its: _____	Its: _____

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 Joaquin)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, 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_____ (Seal)

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 Joaquin)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, 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_____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

Legal Description

For Proposed 14 Acre School Site

Tracy Hills Project, Tracy, California

Land Description of a parcel of land situate in the City of Tracy, County of San Joaquin, State of California, and being all of Parcel A as shown on the final subdivision map of Tract 3878, filed on January 26, 2018, in Book 43 of Maps and Plats, at Page 17, Official Records of San Joaquin County, and being more particularly described as follows:

Beginning at the northeast corner of Parcel A; **Thence** along the east line of Parcel A, South 40° 10' 13" West – 601.85 feet to the southeast corner of Parcel A; **Thence** along the south line of Parcel A for the following four (4) courses: (1) North 49° 49' 47" West – 153.95 feet for the beginning of a curve to the left, from which point the center bears South 71° 35' 39" West, (2) in a northwesterly direction 72.83 feet along the arc of said curve to the left, having a radius of 75.00 feet and through a central angle of 55° 38' 26" for a point of reverse curvature, (3) in a northwesterly direction 21.13 feet along the arc of said curve to the right, having a radius of 50.00 feet and through a central angle of 24° 13' 00", and (4) North 49° 49' 47" West – 940.73 feet to the southwest corner of Parcel A, and being the beginning of a curve to the right; **Thence** along the west line of Parcel A for the following six (6) courses: (1) in an northerly direction 38.46 feet along the arc of said curve to the right, having a radius of 25.00 feet and through a central angle of 88° 09' 16", (2) North 38° 19' 29" East – 231.07 feet for the beginning of a curve to the left, (3) in a northwesterly direction 107.27 feet along the arc of said curve to the left, having a radius of 58.00 feet and through a central angle of 105° 58' 12", (4) North 30° 10' 31" East – 18.54 feet, (5) South 59° 49' 29" East – 36.35 feet, and (6) South 82° 19' 29" East – 158.76 feet to the northwest corner of Parcel 4; **Thence** along the north line of Parcel A, South 59° 04' 47" East – 1141.55 feet to the **Point of Beginning.**

Containing 14.03 acres of land area more or less.

EXHIBIT "B"

LEGAL DESCRIPTION AND DEPICTION OF BENEFITTED PROPERTY

(Attached)