

Recording Requested By  
Fidelity National Title

**JULIE RODEWALD**  
San Luis Obispo County - Clerk/Recorder

LO  
5/08/2007  
8:00 AM

Recorded at the request of  
Fidelity Title Company

~~Recording Requested By~~  
When Recorded Mail To:

P. Terence Schubert, Esq.  
A Professional Law Corporation  
1254 Marsh Street  
San Luis Obispo, California 93401

DOC#: 2007031300



Titles: 2 Pages: 27

Fees	92.00
Taxes	0.00
Others	0.00
PAID	\$92.00

RECEIVED BY

MAY 31 2007

Space Above This Line For Recorder's Use

0166/0097

ACCOUNTING DEPT.

## MODIFICATION OF DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

This Modification to that Declaration of Restrictions and Grant of Easements (the "Declaration of Restrictions") dated March 4, 1981 and recorded in the Official Records of the County of San Luis Obispo, State of California on March 10, 1981, as Document No. 1981010222, is made as of the 8th day of March, 2007, by and between OTR, an Ohio general partnership ("OTR"); the Joseph Gordon Scolari and Eldeen W. Scolari 1979 Revocable Trust ("Scolari"); the William G. Gerrish and Nancy L. Gerrish Family Trust dated February 29, 1996 ("Gerrish"); the Ronald R. Olson and Sharon B. Olson Living Trust dated July 31, 1986 ("Olson"); Arroyo Town & Country Square, LLC ("Arroyo"); and the Scharin Family Trust dated February 18, 2003 ("Scharin"); hereinafter collectively referred to as "the Owners." This instrument is, for convenience, hereinafter referred to as the "Modification."

### RECITALS

A. The Owners own certain real property ("the Subject Property" or "the Shopping Center") located in the City of Arroyo Grande, County of San Luis Obispo, State of California, described in Exhibit "A", attached hereto and incorporated herein by reference. Under the terms of the Declaration of Restrictions, the Shopping Center was divided into five parcels, which parcels were individually referred to as Parcel A, Parcel B, Parcel C, Parcel D, and Parcel E. Arroyo is the owner of Parcels A and D. OTR is the owner of Parcel B. Scharin is the owner of Parcel C. Scolari, Gerrish and Olson are the owners of Parcel E. There are no other owners of the Subject Property.

B. Pursuant to Paragraph 5 of the Declaration of Restrictions, if the City no longer requires the Basin to be maintained, the Basin may be filled in and added to Common Area. Instead of the Basin becoming a part of the Common Area, the Owners are desirous of filling in the Basin, reconfiguring certain parcels and identifying parts of the filled-in Basin as Building Area.

C. A lot line adjustment has been, or will be, completed through which the configuration of the Shopping Center parcels has been, or will be, changed. As a result of the lot

line adjustment, there will be five parcels at the Shopping Center, which parcels are individually referred to as Parcel 1, Parcel 2, Parcel 3, Parcel B, and Parcel E. Arroyo will own Parcel 1 and Scharin will own Parcels 2 and 3. The ownership of Parcels B and E will not change. A plot plan of the configuration of the Shopping Center, after the lot line adjustment, is attached hereto, marked as Exhibit "B" and incorporated herein by reference.

D. Through entering into this Modification, the terms of the Declaration of Restrictions will be modified to reflect the existing configuration of the Shopping Center and to effectuate other changes, as described in this document.

E. Under the terms of the Declaration of Restrictions, in order to modify that Declaration, all of the Owners must agree, and the tenants of the buildings located on Parcel B and Parcel C must consent to this Modification. Nova Scotia Financial Group, Inc., the tenant of the building located on Parcel B, and the Dollar Tree Stores, Inc., the tenant of Parcel C, agree to this Modification, as indicated by affixing their signatures below.

### MODIFICATION

1. All references to "Parcel A" in the Declaration of Restrictions shall be changed to "Parcel 1."

2. All references to "Parcel C" in the Declaration of Restrictions shall be changed to "Parcel 2."

3. All references to "Parcel D" in the Declaration of Restrictions shall be changed to "Parcel 3."

4. Paragraph 5 of that Section of the Declaration of Restrictions entitled "Development," is deleted in its entirety, and any remaining sentences in the Declaration of Restrictions containing the word "Basin" are to be read as though "Basin" was deleted.

5. That portion of Paragraph 4 of that Section of the Declaration of Restrictions entitled "Operations and Maintenance of Common Area," which reads as follows:

"The percentage shares of such costs and expenses are as follows:

Parcel A	15.70%
Parcel B	31.37%
Parcel C	31.03%
Parcel D	17.59%
Parcel E	<u>4.31%</u>
TOTAL	100.00%"

shall be deleted, and the following language shall be inserted in its place:

"The percentage shares of such costs and expenses are as follows:

Parcel 1	31.19%
Parcel 2	28.14%
Parcel 3	7.24%
Parcel B	29.39%
Parcel E	<u>4.04%</u>
TOTAL	100.00%

6. That portion of Paragraph 3 of that Section of the Declaration of Restrictions entitled "Restrictions on Use" which reads as follows:

"and provided further that this restriction shall not prohibit the operation of one (1) restaurant containing not more than four thousand (4,000) square feet of floor area and offering alcoholic beverages for on-premises consumption only,"

shall be deleted, and the following language shall be inserted in its place:

"and provided further that this restriction shall not prohibit the operation of one (1) restaurant containing not more than six thousand nine hundred (6,900) square feet of floor area and offering alcoholic beverages for on-premises consumption only,"

7. Parcel 3 shall be developed in accordance with the plans and specifications approved by the Owners. The Owner of Parcel 3, at its sole cost and expense, shall fill in the Basin and relocate the pylon signs respecting the Center, including but not limited to, the Spencer's Market sign located along East Grand Avenue. The Owner of Parcel B and its tenant shall have the right to approve the location and appearance of the relocated pylon. The Owner of Parcel 3 shall also be responsible for repairing any damage or replacing the parking lot, landscaping and signage which is disturbed by the construction on Parcel 3. In addition to the other restrictions set forth in the Declaration of Restrictions, Parcel 3 shall be subject to the following restrictions:

- a. The height of the main parapet wall of the building shall be limited to 18 feet 9 1/2 inches and the entry tower will be limited to 23 feet;
- b. The area of the building shall be limited to 6,142 square feet;
- c. The footprint of the building will be limited to 95 feet in depth by 59 feet 8 inches in width.
- d. Parcel 3 shall not be used for fast food, gas station or "mini-market" or similar type uses or any other use that has a drive-through window or service.

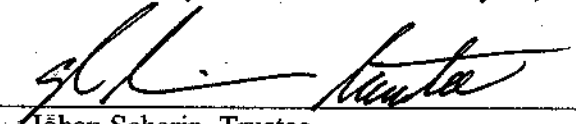
8. All references to Exhibit "A" in the Declaration of Restrictions shall hereafter refer to Exhibit "A" attached to this Modification.

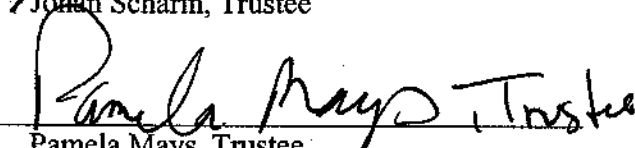
9. All references to Exhibit "B" in the Declaration of Restrictions shall hereafter refer to Exhibit "B" attached to this Modification.

10. In all other respects, the remaining terms and conditions of the Declaration of Restrictions shall remain in full force and effect. Any capitalized terms not defined in this Modification shall have the same meaning given to them in the Declaration of Restrictions.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the day and year first above written.

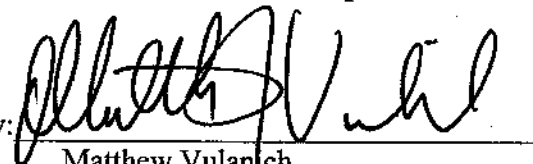
**The Scharin Family Trust dated February 18, 2003**

By:   
Johan Scharin, Trustee

By:   
Pamela Mays, Trustee

**OTR**

**An Ohio General Partnership**

By:   
Matthew Vulanch

Title: AUTHORIZED Agent

**The Ronald R. Olson and Sharon B. Olson Living Trust dated July 31, 1986**

By: \_\_\_\_\_  
Ronald R. Olson, Trustee

By: \_\_\_\_\_  
Sharon B. Olson, Trustee

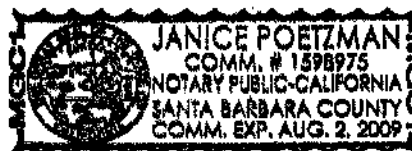
State of California )  
County of Santa Barbara ) ss.

On April 6, 2007 before me, a Notary Public in and for said County and State, personally appeared Johan Scharin and Pamela Mays, personally known to me (or 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.

WITNESS my hand and official seal.

Signature

 (Seal)

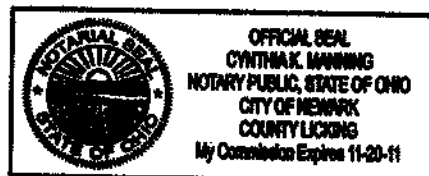


State of Ohio )  
County of Franklin ) ss.

On MARCH 16, 2007 before me, a Notary Public in and for said County and State, personally appeared Matthew Vulcanich, personally known to me (or 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.

WITNESS my hand and official seal.

Signature Cynthia K. Manning (Seal)



9. All references to Exhibit "B" in the Declaration of Restrictions shall hereafter refer to Exhibit "B" attached to this Modification.

10. In all other respects, the remaining terms and conditions of the Declaration of Restrictions shall remain in full force and effect. Any capitalized terms not defined in this Modification shall have the same meaning given to them in the Declaration of Restrictions.

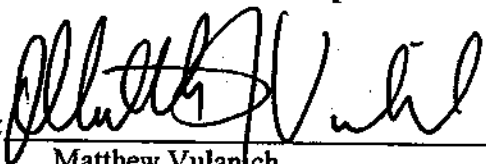
IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the day and year first above written.

**The Scharin Family Trust dated February 18, 2003**

By: \_\_\_\_\_  
Johan Scharin, Trustee

By: \_\_\_\_\_  
Pamela Mays, Trustee

**OTR**  
**An Ohio General Partnership**

By:  \_\_\_\_\_  
Matthew Vulanich

Title: AUTHORIZED Agent

**The Ronald R. Olson and Sharon B. Olson Living Trust dated July 31, 1986**

By:  \_\_\_\_\_  
Ronald R. Olson, Trustee

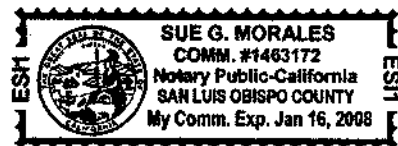
By:  \_\_\_\_\_  
Sharon B. Olson, Trustee

State of California )  
 ) ss.  
County of San Luis Obispo )

On March 27, 2007 before me, a Notary Public in and for said County and State, personally appeared Ronald R. Olson and Sharon B. Olson, personally known to me ~~(or 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.

WITNESS my hand and official seal.

Signature Sue D. Morales (Seal)



State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2007 before me, a Notary Public in and for said County and State, personally appeared Gary H. Grossman, personally known to me (or 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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**Arroyo Town & Country Square, LLC**  
**A Delaware Limited Liability Company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**The Joseph Gordon Scolari and Eldeen W. Scolari 1979 Revocable Trust**

By: \_\_\_\_\_

Joseph Gordon Scolari, Trustee

**The William G. Gerrish and Nancy L. Gerrish Family Trust dated February 29, 1996**

By: \_\_\_\_\_

William W. Gerrish, Trustee

By: \_\_\_\_\_

Nancy L. Gerrish, Trustee



State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2007 before me, a Notary Public in and for said County and State, personally appeared Ronald R. Olson and Sharon B. Olson, personally known to me (or 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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

State of California )  
 ) ss.  
County of Santa Barbara )

On March 27, 2007 before me, a Notary Public in and for said County and State, personally appeared Gary H. Grossman, personally known to me (or 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.

WITNESS my hand and official seal.

Signature Kelly C. Roman (Seal)



**Arroyo Town & Country Square, LLC**  
**A Delaware Limited Liability Company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**The Joseph Gordon Scolari and Eldeen W. Scolari 1979 Revocable Trust**

By: Joseph Gordon Scolari  
Joseph Gordon Scolari, Trustee

**The William G. Gerrish and Nancy L. Gerrish Family Trust dated February 29, 1996**

By: \_\_\_\_\_  
William W. Gerrish, Trustee

By: \_\_\_\_\_  
Nancy L. Gerrish, Trustee

By: Joseph Gordon Scolari  
Joseph Gordon Scolari, Trustee

**The William G. Gerrish and Nancy L. Gerrish Family Trust dated February 29, 1996**

By: William W. Gerrish  
William W. Gerrish, Trustee

By: Nancy L. Gerrish  
Nancy L. Gerrish, Trustee

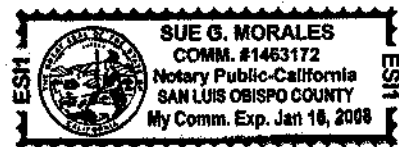
**CONSENT TO MODIFICATION**

State of California )  
 ) ss.  
County of San Luis Obispo

On March 27, 2007 before me, a Notary Public in and for said County and State, personally appeared Joseph Gordon Scolari, personally known to me (~~or 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.

WITNESS my hand and official seal.

Signature Sue G. Morales (Seal)

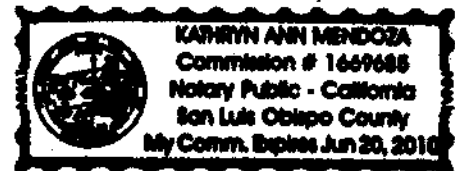


State of California )  
 ) ss.  
County of San Luis Obispo

Kathryn Mendoza,  
On March 22, 2007 before me, a Notary Public in and for said County and State, personally appeared William W. Gerrish and Nancy L. Gerrish, personally known to me (~~or 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.

WITNESS my hand and official seal.

Signature Kathryn Mendoza (Seal)



State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On \_\_\_\_\_, 2007 before me, a Notary Public in and for said County and State, personally appeared Joseph Gordon Scolari, personally known to me (or 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.

WITNESS my hand and official seal.

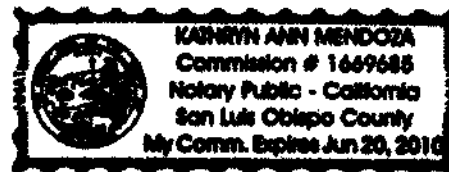
Signature \_\_\_\_\_ (Seal)

State of California )  
County of San Luis Obispo ) ss.

Kathryn Mendoza  
On March 22, 2007 before me, a Notary Public in and for said County and State, personally appeared William W. Gerrish and Nancy L. Gerrish, ~~personally known to me~~ (or 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.

WITNESS my hand and official seal.

Signature Kathryn Mendoza (Seal)



## CONSENT TO MODIFICATION

Nova Scotia Financial Group, Inc., as the tenant of the building located on Parcel B of the Subject Property, and Dollar Tree Stores, Inc., as the tenant of Parcel 2 (referred to in the Declaration of Restrictions as Parcel C), hereby consent to all of the terms and conditions of the Modification to Declaration of Restrictions and Grant of Easements.

**Nova Scotia Financial Group, Inc.**  
**A Nevada Corporation**

By: John M. Spencer  
John M. Spencer  
Title: President

**Dollar Tree Stores, Inc.**  
**A Virginia Corporation**

By: \_\_\_\_\_  
John L. Cote

Title: \_\_\_\_\_

State of California )  
County of San Luis Obispo ) ss.



On March 16, 2007 before me, a Notary Public in and for said County and State, personally appeared John M. Spencer, ~~personally known to me~~ (or 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.

WITNESS my hand and official seal.

Signature Regina Sheldon (Seal)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On \_\_\_\_\_, 2007 before me, a Notary Public in and for said County and State, personally appeared John L. Cote, personally known to me (or 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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## CONSENT TO MODIFICATION

Nova Scotia Financial Group, Inc., as the tenant of the building located on Parcel B of the Subject Property, and Dollar Tree Stores, Inc., as the tenant of Parcel 2 (referred to in the Declaration of Restrictions as Parcel C), hereby consent to all of the terms and conditions of the Modification to Declaration of Restrictions and Grant of Easements.

**Nova Scotia Financial Group, Inc.**  
**A Nevada Corporation**

By: \_\_\_\_\_  
John M. Spencer

Title: \_\_\_\_\_

**Dollar Tree Stores, Inc.**  
**A Virginia Corporation**

By: \_\_\_\_\_  
John L. Cote

Title: \_\_\_\_\_



State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2007 before me, a Notary Public in and for said County and State, personally appeared John M. Spencer, personally known to me (or 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.

WITNESS my hand and official seal.

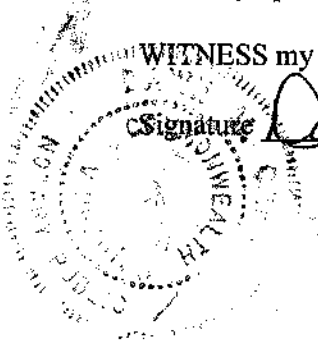
Signature \_\_\_\_\_ (Seal)

State of Virginia )  
City Chesapeake ) ss.  
County of Chesapeake )

On March 27, 2007 before me, a Notary Public in and for said County and State, personally appeared John L. Cote, personally known to me (or 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.

WITNESS my hand and official seal.

Signature John M. Cote (Seal)

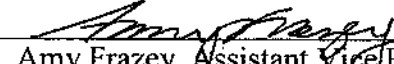


## CONSENT TO MODIFICATION

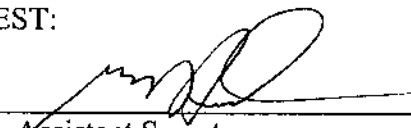
Standard Insurance Company, an Oregon corporation, as to an undivided 51% of the beneficial interest, and Mennonite Mutual Aid Association, an Indiana fraternal benefit association, as to an undivided 49% of the beneficial interest, as the lienholders on the Property more particularly described in Exhibit "A" attached hereto, hereby consent to all of the terms and conditions of the Modification to Declaration of Restrictions and Grant of Easements dated March 4, 1981, attached hereto as Exhibit "B".

Dated: April 3, 2007

Standard Insurance Company,  
an Oregon corporation

By:   
Amy Frazey, Assistant Vice President

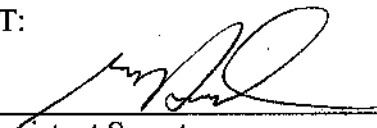
ATTEST:

By:   
Assistant Secretary

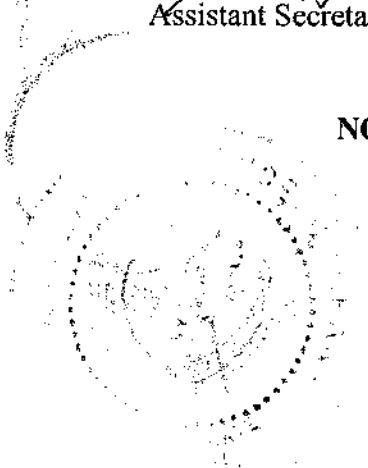
Stan Corp Mortgage Investors, LLC,  
an Oregon limited liability company, with  
Limited Power of Attorney for  
**Mennonite Mutual Aid Association,**  
**a(n) Indiana Fraternal Benefit Society,**  
pursuant to a Limited Power of Attorney  
dated July 20, 2005, attached hereto

By:   
Amy Frazey, Assistant Vice President

ATTEST:

By:   
Assistant Secretary

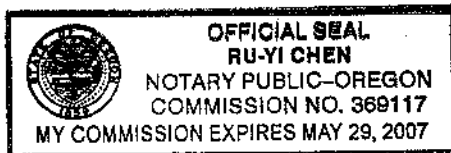
NOTARY ACKNOWLEDGEMENT ATTACHED

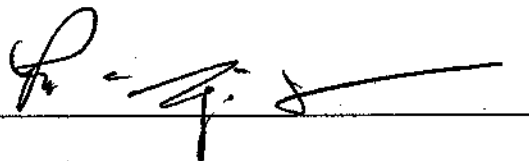


STATE OF OREGON                    )  
  ) ss:  
COUNTY OF WASHINGTON        )

On this 3rd day of April, 2007, before me appeared AMY FRAZEY and GREGG HARROD, both to me personally known, who being duly sworn did say that she, the said AMY FRAZEY is the Assistant Vice President, and he, the said GREGG HARROD is the Assistant Secretary of STANDARD INSURANCE COMPANY, the within named corporation, and that the seal affixed to said document is the corporate seal of said corporation, and that the said document was signed and sealed in behalf of said corporation by authority of its Board of Directors, and AMY FRAZEY and GREGG HARROD acknowledged said document to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

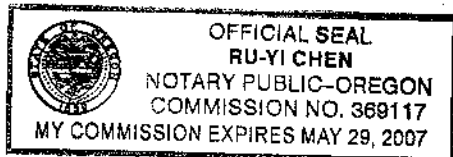


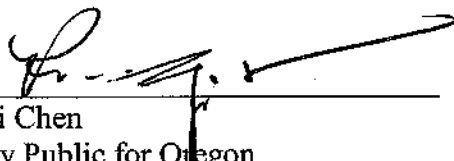
  
\_\_\_\_\_  
Ru-Yi Chen  
Notary Public for Oregon  
My Commission Expires: May 29, 2007

STATE OF OREGON                    )  
  ) ss:  
COUNTY OF MULTNOMAH        )

On this 3rd day of April, 2007, before me appeared AMY FRAZEY and GREGG HARROD, both to me personally known, who being duly sworn did say that she, the said AMY FRAZEY is the Assistant Vice President, and he, the said GREGG HARROD is the Assistant Secretary of STANCORP MORTGAGE INVESTORS, LLC, an Oregon limited liability company, the within named limited liability company, and that the said document was signed in behalf of said limited liability company, and AMY FRAZEY and GREGG HARROD acknowledge said document to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last written.



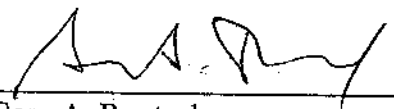
  
\_\_\_\_\_  
Ru-Yi Chen  
Notary Public for Oregon  
My Commission Expires: May 29, 2007

## CONSENT TO MODIFICATION

Capmark Finance Inc., a California Corporation, as Master Servicer for Wells Fargo Bank, N.A., as Trustee for J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-LDP3, as the leinholder on Parcels A and D hereby consents to all the terms and conditions of the Modification to Declaration of Restrictions and Grant of Easements.

WELLS FARGO BANK, N.A., AS TRUSTEE  
FOR J.P. MORGAN CHASE COMMERCIAL  
MORTGAGE SECURITIES CORP.,  
COMMERCIAL MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2005-LDP3

By: Capmark Finance Inc., a California  
corporation, its Master Servicer

By:   
Name: Gary A. Routzahn  
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF MONTGOMERY )

On this the 12<sup>th</sup> day of April, 2007, before me the undersigned officer, personally appeared Gary A. Routzahn, who acknowledged himself to be the Vice President of Capmark Finance Inc., a California corporation, as the Master Servicer for WELLS FARGO BANK, N.A., AS TRUSTEE FOR J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-LDP3 and that he as such Vice President, being authorized to do so, executed the foregoing instrument on behalf of WELLS FARGO BANK, N.A., AS TRUSTEE FOR J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-LDP3 for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

  
Notary Public

My Commission Expires: 11/2/2010

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jean Reese, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires Jan. 12, 2010  
Member, Pennsylvania Association of Notaries

## **DESCRIPTION OF THE SUBJECT PROPERTY**

Parcels B and E of Lot Line Adjustment No. A.G. 80-44 in the City of Arroyo Grande, County of San Luis Obispo, State of California, as shown and designated on the Map recorded on December 18, 1980, in Book 30, Page 3 of Parcel Maps in the Office of the County Recorder of said County.

The above described land is graphically shown on Exhibit B attached hereto and made a part hereof.

**EXHIBIT A**  
**Legal Description**  
**Parcel 1**

Being a portion of Parcels A and D of Parcel Map AG 82-107, in the City of Arroyo Grande, County of San Luis Obispo, State of California, according to map filed in Book 32, page 21 of Parcel Maps, along with a portion of Parcel CC of Parcel Map AG 80-007, in the City of Arroyo Grande, County of San Luis Obispo, State of California, according to map filed in Book 30, page 63 of Parcel Maps, both filed in the office of the County Recorder of said County being more particularly described as follows:

Beginning at the northwesterly most corner of said Parcel A; thence along the boundary of said Parcel A the following ten (10) courses and distances:

1. South 86°45'00" East, 82.69 feet;
2. North 3°15'00" East, 8.15 feet;
3. South 86°45'00" East, 22.30 feet;
4. South 3°15'00" West, 8.15 feet;
5. South 86°45'00" East, 33.81 feet;
6. South 3°15'00" West, 135.79 feet;
7. North 86°45'00" West, 34.43 feet;
8. South 3°15'00" West, 195.00 feet;
9. South 86°45'00" East, 206.30 feet; and
10. North 3°15'00" East, 235.95 feet to a point on the southerly boundary of said Parcel D; thence along the boundary of said Parcel D the following eleven (11) courses and distances:
  11. North 86°45'00" West, 1.08 feet;
  12. North 3°15'00" East, 142.03 feet;
  13. South 86°45'00" East, 2.16 feet;
  14. North 3°15'00" East, 141.98 feet;
  15. South 86°42'14" East, 33.28 feet;

**EXHIBIT A**

16. North 3°12'41" East, 120.05 feet;
17. South 86°43'33" East, 16.00 feet;
18. South 3°15'06" West, 245.73 feet;
19. South 86°45'29" East, 319.78 feet;
20. South 3°15'38" West, 158.36 feet and
21. North 86°44'41" West, 300.04; thence along a line parallel with and 10.00 feet easterly and southerly of said boundary of Parcel CC the following two (2) courses and distances:
22. South 3°15'00" West, 245.95 feet and
23. North 86°45'00" West, 92.84 feet to a point on the easterly boundary of said Parcel A; thence leaving said parallel line
24. South 3°14'23" West, along the boundary of said Parcel A, a distance of 47.48 feet; thence
25. North 86°45'00" West, along a line 96.20 feet northerly of and parallel with the southerly line of said Parcel A, a distance of 127.78 feet, more or less, to a point on the easterly boundary of said Parcel A; thence along said easterly boundary of Parcel A the following three (3) courses and distances:
26. North 3°14'28" East, 32.41 feet;
27. North 86°43'19" West, 100.04 feet and
28. North 3°15'00" East, 355.81 feet to the point of beginning.

Contains 2.52 acres, more or less.

Subject to covenants, conditions, reservations, rights of way and easements, if any, of record.

The above described land is graphically shown on Exhibit B attached hereto and made a part hereof

**EXHIBIT A**

**EXHIBIT A**  
**Legal Description**  
**Parcel 2**

Being a portion of Parcel CC of Parcel Map AG 80-007, in the City of Arroyo Grande, County of San Luis Obispo, State of California, according to map filed in Book 30, page 63 of Parcel Maps in the office of the County Recorder of said County being more particularly described as follows:

Beginning at the northeasterly most corner of said Parcel CC; thence along the boundary of said Parcel CC the following three (3) courses and distances:

1. North 86°45'00" West, 60.00 feet;
2. South 3°15'38" West, 158.36 feet and
3. North 86°44'41" West, 300.04 feet; thence leaving said boundary of Parcel CC and along a line parallel with and 10.00 feet easterly and southerly of said boundary of Parcel CC the following two (2) courses and distances:
  4. South 3°15'00" West, 245.95 feet and
  5. North 86°45'00" West, 92.84 feet; thence leaving said parallel line
  6. South 3°14'23" West, 47.48 feet; thence
  7. South 86°45'00" East, 196.33 feet; thence
  8. South 3°17'52" West, 92.60 feet, more or less, to a point on the south line of said Parcel CC; thence along said south line of Parcel CC
  9. South 86°45'00" East, 51.60 feet to the southeasterly corner of said Parcel CC; thence along the boundary of said Parcel CC the following three (3) courses and distances:
    10. North 3°15'38" East, 160.00 feet;
    11. South 86°44'40" East, 204.94 feet and
    12. North 3°15'49" East, 384.39 feet to the point of beginning.

Contains 2.54 acres, more or less.



Subject to covenants, conditions, reservations, rights of way and easements, if any, of record.

The above described land is graphically shown on Exhibit B attached hereto and made a part hereof

**EXHIBIT A**  
**Legal Description**  
**Parcel 3**

Being a portion of Parcel A of Parcel Map AG 82-107, in the City of Arroyo Grande, County of San Luis Obispo, State of California, according to map filed in Book 32, page 21 of Parcel Maps, along with a portion of Parcel CC of Parcel Map AG 80-007, in the City of Arroyo Grande, County of San Luis Obispo, State of California, according to map filed in Book 30, page 63 of Parcel Maps, both filed in the office of the County Recorder of said County being more particularly described as follows:

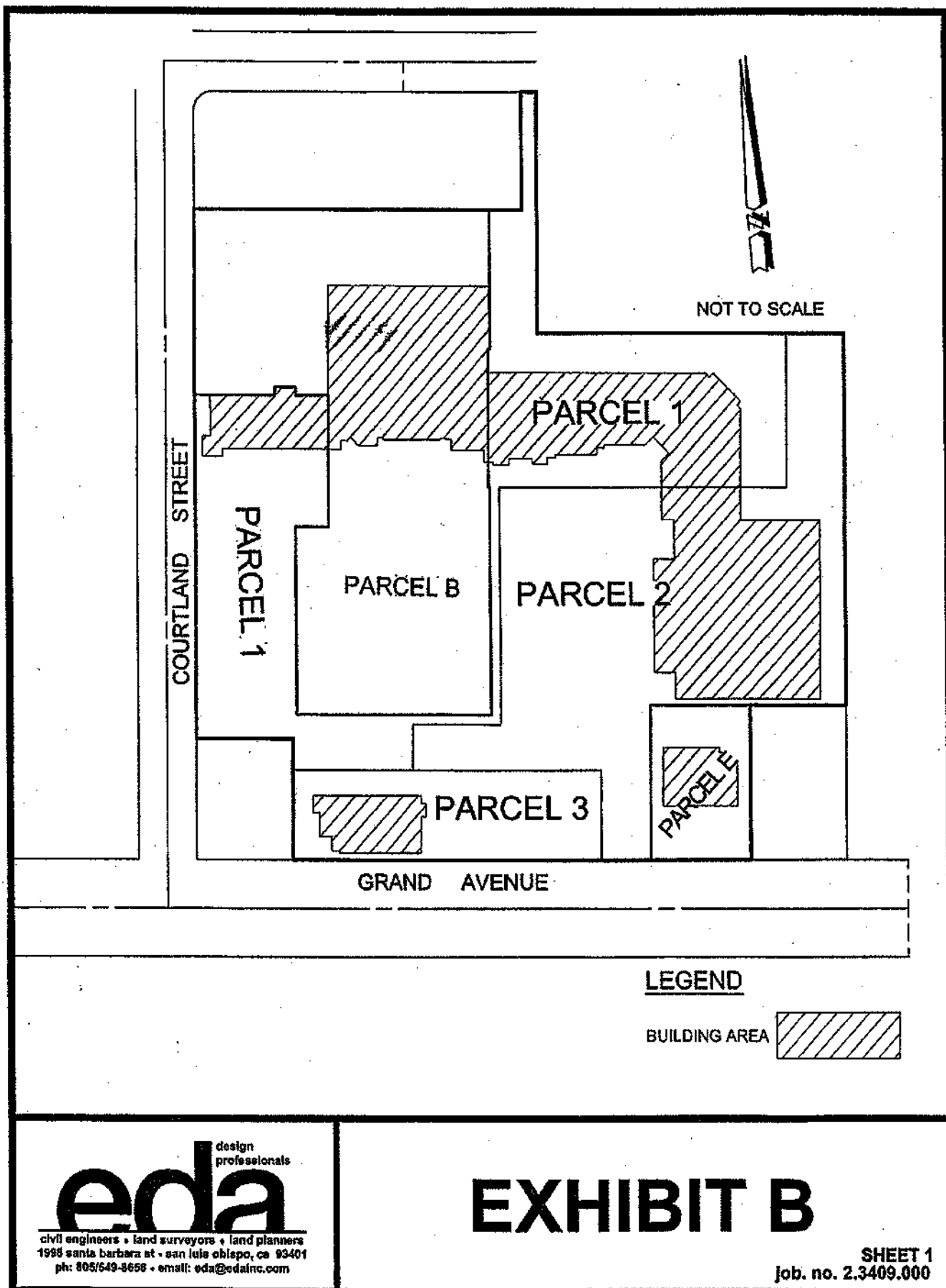
Beginning at the southwesterly most corner of said Parcel A; thence

1. North 3°14'28" East, along the easterly boundary of said Parcel A, a distance of 92.60 feet; thence leaving said boundary of Parcel A
2. South 86°45'00" East, along a line parallel with and 92.60 feet northerly of the south line of said Parcels A and CC, a distance of 324.11 feet; thence
3. South 3°17'52" West. 92.60 feet to a point on the south line of said Parcel CC; thence
4. North 86°45'00" West, along the south line of said Parcels CC and A, a distance of 324.02 feet to the point of beginning.

Contains 30,009 square feet, more or less.

Subject to covenants, conditions, reservations, rights of way and easements, if any, of record.

The above described land is graphically shown on Exhibit B attached hereto and made a part hereof



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## EXHIBIT B

SHEET 1  
job. no. 2.3409.000

END OF DOCUMENT