

After recording please send to:
Chazco Development
c/o Charles Osman
101 North Fort Lane, Ste. 101
Layton, Utah 84041

CROSS EASEMENT DECLARATION

THIS CROSS EASEMENT DECLARATION (hereinafter referred to as the "Declaration"), executed this 4th day of December, 2006, by BENCHMARK HOLDING, LLC, a Utah limited liability company (hereinafter referred to as Grantor, with its principal place of business being located at 1567 West Hillfield Road, #201, Layton, Utah, 84041 is intended to reserve a cross easement between certain parcels of real property hereinafter described and all currently owned by Grantor.

RECITALS

WHEREAS, Grantor is the owner of a parcel of real property located in Sheridan County, State of Wyoming, which is more particularly described in the attached Exhibit "A", (hereinafter referred to as the "Property") which is incorporated herein by this reference, and within which lots numbered 1 through 5 are located as more particularly described in attached Exhibit "B" (hereinafter referred to individually as "Lot 1," "Lot 2," "Lot 3," "Lot 4," and "Lot 5" respectively or collectively as the "Lots") and incorporated herein by this reference and shall be subject to this Easement; and

WHEREAS, Grantor has commenced the development of the Property and Lots and has developed the same into a shopping center (the "Shopping Center") as outlined in Exhibit "C" attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor desires to grant and reserve the aforementioned easement for the benefit of each of the Lots,

NOW, THEREFORE, Grantor hereby declares and agrees as follows:

1. **Recitals.** The above recitals are incorporated herein as though set forth in full.
2. **Grant of Cross Easement.** Grantors hereby reserve to themselves, their successors and assigns and also grant to the tenants of the respective Lots a non-exclusive permanent cross easement over and upon the areas reserved or to be reserved for vehicular and pedestrian ingress and egress and the intermittent parking of motor vehicles (hereinafter referred to as the "Easement Area") of Grantors, owners, tenants, customers, patrons, suppliers, vendors, service providers and employees of the Grantors, owners and/or tenants and their subtenants and concessionaires as such areas are shown and configured in the

"Site Plan" attached hereto as Exhibit "C" and incorporated herein by this reference. In any event and without detracting or reducing the effect of the foregoing in any way, no fewer than two hundred fifteen (215) parking spaces are hereby declared to be subject to this Declaration and at least two hundred fifteen (215) parking spaces shall be maintained under the terms of this easement at all times in accordance with the state, county and city laws, ordinances and regulations currently governing the same.

3. **Scope and Use of Cross Easement.** The scope and use of the cross easement shall be as follows:

- a. Each easement, restriction, obligation and covenant contained herein shall be appurtenant to and for the benefit of all portions of Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5 of the Property and shall be a burden thereon for the benefit of all portions of the Lots, and shall run with the land. However, in the case of tenants, said Easement shall be appurtenant to the respective demised premises of the tenant and shall in each instance automatically terminate upon the termination of their respective leases as to the particular tenant whose lease has been terminated and shall be automatically renewed for the successor tenant upon re-leasing of the premises.
- b. Grantor, at its own option and discretion, exclusively and without obtaining the consent of any other party or tenant, shall have the right to make reasonable changes in the building(s) and common areas proposed to be erected or erected upon the properties that are not in violation of applicable codes, state law, this Agreement or any lease agreement between Grantor or other owner and a tenant.
- c. No signs (other than the signs provided for and as allowed in the various lease agreements or directional signs for guidance upon the parking and driveway areas, or any pylon signs upon the pylon sign towers to be located at the discretion of Grantor, its successors and/or assigns, shall be erected or maintained upon the parking area, driveway area, or building area except with the express written consent of the respective owners of each Lot as provided herein.
- d. Nothing herein contained shall be deemed to be a conveyance, gift or dedication of any portion of any Lot to the general public or for the general public or for any public purpose whatsoever, nor to the parties except as herein provided, it being the intention of the undersigned that this agreement shall be strictly limited to and for the purposes herein expressed.
- e. The rights created in this Easement Agreement shall also be for Grantor's, for Grantor's successors' and/or assigns', and Grantor's vendors', suppliers', contractors', subcontractors', and for emergency personnel's perpetual right-of way and easement for the purpose of vehicular and pedestrian ingress and egress and the intermittent parking of motor vehicles by such parties for performance of services as may be required.

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4. **Maintenance.** The Easement Area shall be maintained as follows:

- a. The owners of the Lots shall be jointly responsible to maintain the Easement Area or cause the Easement Area to be maintained, including all landscaped areas, in a neat, clean, safe and orderly condition free of ice, snow and debris and shall refrain from permitting any nuisance or fire hazard thereon and shall permit no unlawful practice to be carried on within the Easement Area within its knowledge or consent.
- b. Each owner shall be responsible to pay for expenses related to such maintenance in an amount equal to the percentage interest held by each owner in the Shopping Center and in accordance with the Covenants, Conditions and Restrictions (CC&Rs) to be recorded hereafter with regard to all of the Lots, which CC&Rs are hereby incorporated herein by this reference..
- c. In the event an owner neglects or fails to maintain its portion of the Easement Area to the standard typical of a "Class A Shopping Center" in the State of Wyoming, Grantor or any other owner may, without having the obligation to do so, perform the required maintenance after providing the defaulting owner thirty (30) days notice of the neglected maintenance, and any costs incurred in connection therewith shall be paid by the defaulting owner, immediately upon demand of the owner incurring such costs on behalf of the defaulting owner.
- d. Should Grantor, its successors and/or assigns, or any tenant(s) or the representative, contractor, subcontractor, supplier, vendor, service providers, employee, owner or agent of Grantor, their successors or assigns, or any tenant(s), cause any damage to any portion of the Easement Area, the owner of the Lot with which the damaging party is associated (hereinafter referred to as the "Damaging Party") shall be obligated to repair or cause to be repaired said damage, within fifteen (15) days, unless otherwise provided by a lease or other agreement. If said Damaging Party fails to repair the damage within the time allotted, any other party with an interest in the Property, including Grantor, its successors and/or assigns, or any tenant, may cause such damage to be repaired, for the cost of which the Damaging Party must immediately pay the party incurring such cost upon written demand delivered to the Damaging Party at the Damaging Party's Lot.
- e. In the event the owners of two-thirds (2/3) of the Lots agree that resurfacing or removal and replacement of any portion of the Easement area is necessary or needed and receive and agree upon a bid and contractor to complete the work, all owners shall be required to share in the cost of such resurfacing or removal and replacement in accordance with their percentage ownership of the entire Property represented by their Lot. Any resurfacing or replacement shall be done with materials equivalent to or better than those used in the Easement Area currently.

5. **Insurance.** The owner of each Lot shall provide public liability insurance with combined single limit coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for each accident to cover all claims or judgments arising from the use of the Easement Area located on such owner's respective Lot. Each owner shall supply each other owner, or the owner's tenants, with certificates of such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be changed, or cancelled without the giving of ten (10) days written notice to the holder of such insurance and the holder of such certificates.
6. **Successors and Assigns.** This Easement and the covenants, restrictions, benefits and obligations created hereby shall inure to the benefit of and be binding upon Grantors, their successors and assigns and any tenant(s) of the Property, whether acquired by foreclosure, trustee sale, purchase or otherwise. Each of the restrictions herein contained and easements herein granted shall inure to the benefit of and be binding upon any person or entity declaring any right, title or interest in the Property to which such restrictions or easements pertain.
7. **Third Party Rights.** The owner, bondholder, mortgagee or beneficiary under any deed of trust for all or any portion of the Property described in Exhibit "A" or Lots described in Exhibit "B" shall have the right to bring suit or take any other legal action required to enforce the provisions of this Easement. Additionally, the Parties hereto understand and agree that the City of Sheridan shall have the right to bring suit or take any other legal action required to enforce the provisions of this Agreement with regard to the number of parking spaces required under this Agreement and applicable law and regulations.
8. **Breach.** In the event of a breach of the terms of this Easement by any owner or tenant of a Lot, any other owner or tenant of the same or another Lot may seek enforcement of the terms of this Easement by any remedy allowed in law or equity. Breach of any of the terms outlined herein shall be deemed a material breach and to cause imminent irreparable harm to the non-breaching party or parties any may be remedied by injunctive relief without limiting any of a non-breaching party's rights to pursue other relief. The prevailing party in any dispute regarding this Easement shall be entitled to reimbursement of their costs incurred in such dispute, including but not limited to a reasonable attorneys fee and other legal costs.
9. **Effect of Breach.** The breach of any of the terms of the foregoing Easement or any action taken to enjoin, abate or remedy the same, shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any portion of the property affected by said Easement nor shall it affect the validity of the agreement as to Grantor, its successors and/or assigns, or any tenant.

10. **Amendment.** This Easement Agreement is subject to amendment only in writing by the unanimous consent of the owners of all Lots subject to the foregoing Easement.

(SIGNATURES ARE LOCATED ON THE FOLLOWING PAGE.)

GRANTOR/GRANTEE:

BENCHMARK HOLDING, LLC
A Utah limited liability company

By: [Signature]
Its: member

STATE OF UTAH)
 :SS.
COUNTY OF Davis)

On the 4 day of Dec, 2006, personally appeared before me Neil Wall, who, being duly sworn, represented to me that they are the member of Benchmark Holding, LLC, a Utah limited liability company, and are authorized to sign and act on behalf of Benchmark Holding, LLC and executed the foregoing.



[Signature]
Notary Public

EXHIBIT "A"

Legal Description for the Property

(See Attached.)

LEGAL DESCRIPTION
SHOPPES AT COFFEEN ADDITION
CITY OF SHERIDAN, WYOMING

A parcel of land situate within a portion of the SE¼NW¼ of Section 2, T.55N., R.84W., 6th P.M., Sheridan County, Wyoming, known as Lots 10 - 12 and a portion of Lot 13, Brundage Place Subdivision, City of Sheridan, Wyoming, to be replatted as Shoppes at Coffeen Addition, to the City of Sheridan, Wyoming, as shown on Exhibit "B", attached hereto and by this reference made a part hereof, said parcel being more particularly described as follows:

Commencing at the northeast corner of said Lot 10, Brundage Place Subdivision, also being the northeast corner of Lot 1, Shoppes at Coffeen Addition, located on the west line of Coffeen Avenue and the south line of East Brundage Lane and being the Point of Beginning;

Thence S08°55'00"W, along the west line of Coffeen Avenue, a distance of 387.45 feet to the southeast corner said Lot 10, also being the southeast corner of Lot 2, Shoppes at Coffeen Addition;

Thence S89°56'28"W, along the north line of First Avenue West, a distance of 477.78 feet to the southwest corner of the parcel and the southwest corner of Lot 4, Shoppes at Coffeen Addition;

Thence N00°23'04"W, along the west line of the Shoppes at Coffeen Addition, a distance of 128.13 feet to a point;

Thence N89°36'56"E, a distance of 10.00 feet to a point;

Thence N00°23'04"W, along the west line of the Shoppes at Coffeen Addition, a distance of 229.84 feet to the northwest corner of the parcel located on the south line of East Brundage Lane and being the northwest corner of Lot 5, Shoppes at Coffeen Addition;

Thence N89°24'16"E, along the south line of East Brundage Lane, a distance of 527.16 feet to the Point of Beginning.

The above described parcel contains 4.15 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision during December, 2005, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

EXHIBIT "B"

Legal Descriptions for the Lots

(See Attached.)

LEGAL DESCRIPTION
LOT 1, SHOPPES AT COFFEEN ADDITION
CITY OF SHERIDAN, WYOMING

A parcel of land situate within a portion of the SE¼NW¼ of Section 2, T.55N., R.84W., 6th P.M., Sheridan County, Wyoming, known as Lots 10 - 12 and a portion of Lot 13, Brundage Place Subdivision, City of Sheridan, Wyoming, to be replatted as Lot 1 of Shoppes at Coffeen Addition, to the City of Sheridan, Wyoming, as shown on Exhibit "B", attached hereto and by this reference made a part hereof, said parcel being more particularly described as follows:

Commencing at the northeast corner of said Lot 10, Brundage Place Subdivision, also being the northeast corner of Lot 1, Shoppes at Coffeen Addition, located on the west line of Coffeen Avenue and the south line of East Brundage Lane and being the Point of Beginning;

Thence S08°55'00"W, along the west line of Coffeen Avenue, a distance of 132.26 feet to the southeast corner of said Lot 1;

Thence S89°24'22"W, along the line common to Lots 1 and 2, Shoppes at Coffeen Avenue, a distance of 176.41 feet to the southwest corner of said Lot 1;

Thence N00°01'24"W, along the line common to Lots 1 and 3, Shoppes at Coffeen Avenue, a distance of 130.45 feet to the northwest corner of said Lot 1 located on the south line of East Brundage Lane;

Thence N89°24'16"E, along the south line of East Brundage Lane, a distance of 196.97 feet to the Point of Beginning.

The above described parcel contains 0.56 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision during December, 2005, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

LEGAL DESCRIPTION
LOT 2, SHOPPES AT COFFEEN ADDITION
CITY OF SHERIDAN, WYOMING

A parcel of land situate within a portion of the SE¼NW¼ of Section 2, T.55N., R.84W., 6th P.M., Sheridan County, Wyoming, known as Lots 10 - 12 and a portion of Lot 13, Brundage Place Subdivision, City of Sheridan, Wyoming, to be replatted as Lot 2, Shoppes at Coffeen Addition, to the City of Sheridan, Wyoming, as shown on Exhibit "B", attached hereto and by this reference made a part hereof, said parcel being more particularly described as follows:

Commencing at the northeast corner of said Lot 10, Brundage Place Subdivision, also being the northeast corner of Lot 1, Shoppes at Coffeen Addition, located on the west line of Coffeen Avenue and the south line of East Brundage Lane and being the Point of Beginning;

Thence S08°55'00"W, along the west line of Coffeen Avenue, a distance of 132.26 feet to the northeast corner of said Lot 2 also being the southeast corner of Lot 1 and being the Point of Beginning;

Thence S08°55'00"W, along the west line of Coffeen Avenue, a distance of 235.19 feet to the southeast corner of said Lot 2 located on the north line of First Avenue West;

Thence S89°56'26"W, along the north line of First Avenue West, a distance of 139.86 feet to the southwest corner of said Lot 2;

Thence N00°01'24"W, along the west line of said Lot 2 and the east line of Lots 3 and 4, a distance of 230.86 feet to the northwest corner of said Lot 2;

Thence N89°24'22"E, along the line common to Lots 1 and 2, a distance of 176.41 feet to the Point of Beginning.

The above described parcel contains 0.84 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision during December, 2005, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

LEGAL DESCRIPTION
LOT 3, SHOPPES AT COFFEEN ADDITION
CITY OF SHERIDAN, WYOMING

A parcel of land situate within a portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, T.55N., R.84W., 6th P.M., Sheridan County, Wyoming, known as Lots 10 - 12 and a portion of Lot 13, Brundage Place Subdivision, City of Sheridan, Wyoming, to be replatted as Lot 3, Shoppes at Coffeen Addition, to the City of Sheridan, Wyoming, as shown on Exhibit "B", attached hereto and by this reference made a part hereof, said parcel being more particularly described as follows:

Commencing at the northeast corner of said Lot 10, Brundage Place Subdivision, also being the northeast corner of Lot 1, Shoppes at Coffeen Addition, located on the west line of Coffeen Avenue and the south line of East Brundage Lane and being the Point of Beginning;

Thence S89°24'16"W, along the south line of East Brundage Lane, a distance of 198.97 feet to the northeast corner of said Lot 3, being the Point of Beginning;

Thence S00°01'24"E, along the east line of said Lot 3 and the west line of Lots 1 and 2, a distance of 185.26 feet to the southeast corner of said Lot 3;

Thence S89°58'38"W, along the south line of said Lot 3 and the north line of Lot 4, a distance of 197.53 feet to the southwest corner of said Lot 3;

Thence N00°01'24"W, along the west line of said Lot 3 and the east line of Lot 5, a distance of 183.28 feet to the northwest corner of said Lot 3, located on the south line of East Brundage Lane;

Thence N89°24'16"E, along the south line of East Brundage Lane, a distance of 197.54 feet to the Point of Beginning.

The above described parcel contains 0.84 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision during December, 2005, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

**LEGAL DESCRIPTION
LOT 4, SHOPPES AT COFFEEN ADDITION
CITY OF SHERIDAN, WYOMING**

A parcel of land situate within a portion of the SE1/4NW1/4 of Section 2, T.55N., R.84W., 6th P.M., Sheridan County, Wyoming, known as Lots 10 - 12 and a portion of Lot 13, Brundage Place Subdivision, City of Sheridan, Wyoming, to be replatted as Lot 4, Shoppes at Coffeen Addition, to the City of Sheridan, Wyoming, as shown on Exhibit "B", attached hereto and by this reference made a part hereof, said parcel being more particularly described as follows:

Commencing at the northeast corner of said Lot 10, Brundage Place Subdivision, also being the northeast corner of Lot 1, Shoppes at Coffeen Addition, located on the west line of Coffeen Avenue and the south line of East Brundage Lane and being the Point of Beginning;

Thence S08°55'00"W, along the west line of Coffeen Avenue, a distance of 367.45 feet to the southeast corner of Lot 2;

Thence S89°56'26"W, along the north line of First Avenue West, a distance of 139.86 feet to the southeast corner of said Lot 4 being the Point of Beginning;

Thence S89°56'26"W, along the north line of First Avenue West, a distance of 337.92 feet to the southwest corner of said Lot 4 and the Shoppes at Coffeen Avenue Addition;

Thence N00°23'04"W, along the west line of said Lot 4 and the Shoppes at Coffeen Avenue Addition, a distance of 128.13 feet to a point;

Thence N89°36'56"E, a distance of 10.00 feet to a point;

Thence N00°23'04"W, along the west line of said Lot 4 and the Shoppes at Coffeen Avenue Addition, a distance of 47.88 feet to the northwest corner of said Lot 4;

Thence N89°58'36"E, along the north line of said Lot 4 and the south line of Lots 5 and 3, a distance of 329.03 feet to the northeast corner of said Lot 4;

Thence S00°01'24"E, along the east line of said Lot 4 and the west line of Lot 2, a distance of 175.85 feet to the Point of Beginning.

The above described parcel contains 1.36 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision during December, 2005, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.

MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

**LEGAL DESCRIPTION
LOT 5, SHOPPES AT COFFEEN ADDITION
CITY OF SHERIDAN, WYOMING**

A parcel of land situate within a portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, T.55N., R.84W., 6th P.M., Sheridan County, Wyoming, known as Lots 10 - 12 and a portion of Lot 13, Brundage Place Subdivision, City of Sheridan, Wyoming, to be replatted as Lot 5, Shoppes at Coffeen Addition, to the City of Sheridan, Wyoming, as shown on Exhibit "B", attached hereto and by this reference made a part hereof, said parcel being more particularly described as follows:

Commencing at the northeast corner of said Lot 10, Brundage Place Subdivision, also being the northeast corner of Lot 1, Shoppes at Coffeen Addition, located on the west line of Coffeen Avenue and the south line of East Brundage Lane and being the Point of Beginning;

Thence S89°24'16"W, along the south line of East Brundage Lane, a distance of 394.51 feet to the northeast corner of said Lot 5, being the Point of Beginning;

Thence S00°01'24"E, along the east line of said Lot 5 and the west line of Lot 3, a distance of 183.28 feet to the southeast corner of said Lot 5;

Thence S89°58'36"W, along the south line of said Lot 5 and the north line of Lot 4, a distance of 131.50 feet to the southwest corner of said Lot 5;

Thence N00°23'04"W, along the west line of said Lot 5 and the Shoppes at Coffeen Avenue Addition, a distance of 181.95 feet to the northwest corner of said Lot 5, located on the south line of East Brundage Lane;

Thence N89°24'16"E, along the south line of East Brundage Lane, a distance of 132.65 feet to the Point of Beginning.

The above described parcel contains 0.55 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision during December, 2005, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.

MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

EXHIBIT "C"**Site Plan**

(See Attached.)

REVISION
NOVEMBER 1, 2006
OCTOBER 21, 2006
NOVEMBER 1, 2006

