

RETURN RECORDED DOCUMENT TO:

Black Tower Investments, LLC
267 Summerwood Drive
Bountiful, UT 84010

Attn: Dain Black

116537-DTF

02-063-0025

AMENDED AND RESTATED RECIPROCAL ACCESS EASEMENT AGREEMENT

THIS AMENDED AND RESTATED RECIPROCAL ACCESS EASEMENT AGREEMENT (the “Amended *Agreement*”) is executed this 12th day of December, 2019, by BLACK TOWER INVESTMENTS, LLC, a Utah limited liability company (“*BTI*”) and by C&N Logan, LLC, a Utah limited liability company (“*Retail Owner*”) and shall replace and nullify the previously executed and recorded RECIPROCAL ACCESS EASEMENT AGREEMENT dated December 31, 2018 by and between TFC LOGAN 1, LLC and C&N Logan, LLC and recorded as Entry No. 1210840 at Book 2054, Page 0270 .

A. BTI is the owner of certain real property situated in the City of Logan, Cache County, State of Utah (the “*BTI Parcel*”) (the BTI Parcel is more particularly described on Exhibit “A,” which is attached hereto and incorporated herein by this reference).

B. Retail Owner is the owner of certain real property situated in the City of Logan, Cache County, State of Utah (the “*Retail Parcel*”) (the Retail Parcel is more particularly described on Exhibit “B,” which is attached hereto and incorporated herein by this reference).

C. The parties desire to establish non-exclusive easements for ingress, egress and access in, to, over, and across entryways, driveways, drive aisles, right-of-ways, walkways, and other access ways (collectively, the “*Access Ways*”) located now or in the future within the BTI Parcel and the Retail Parcel (collectively, the “*Parcels*” and individually a “*Parcel*”) for the mutual and reciprocal benefit of the Parcels and the present and future owners, tenants, employees, occupants, licensees and invitees thereof. The Access Ways are more particularly depicted on the Site Plan for the Parcels, attached hereto and incorporated herein as Exhibit “C” (the “*Site Plan*”).

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the parties covenant and agree that the Parcels and all present and future owners, tenants, occupants and invitees of the Parcels shall be and hereby are subject to the terms, easements, covenants, conditions and restrictions as follows:

1. **DEFINITIONS.** For purposes hereof:

1.1 The term “*Owner*” or “*Owners*” shall mean BTI and Retail Owner, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Parcels, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, subdivision, lot separation, or otherwise, but not including the holder of any lien or encumbrance on such Parcels or any portion thereof.

1.2 The term “*Permittees*” shall mean the tenant(s) or occupant(s) of the Parcels, and the respective employees, agents, contractors, customers, invitees and licensees of (a) the Owners of such Parcels, and/or (b) such tenant(s) or occupant(s).

2. INITIAL IMPROVEMENTS; EASEMENT.

2.1 Initial Improvements of Access Ways. Owner of BTI Parcel shall be responsible to construct all portions of the Access Ways located within the BTI Parcel, in the ordinary course of the BTI Parcel Owner's development of the BTI Parcel. Retail Owner shall be responsible to construct all portions of the Access Ways located within the Retail Parcel, in the ordinary course of the Retail Parcel Owner's development of the Retail Parcel. Additionally, the Owner of the Retail Parcel shall be responsible to build an Access Way connecting the 80 E Street cul-de-sac (as shown on the Site Plan) to the Retail Parcel (the "*80 E Access Way*"), at its sole cost and expense, in the ordinary course of the Retail Parcel Owner's development of the Retail Parcel

2.2 Grant of Reciprocal Access Easement. Subject to any express conditions, limitations or reservations contained herein, each Owner hereby grants, establishes, covenants and agrees that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easement which is hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:

(a) An easement for reasonable vehicular and pedestrian access, ingress and egress to from, upon, over and across the Access Ways now and from time to time existing on a portion of the Parcels, including but not limited to those Access Ways more particularly identified on the Site Plan and the 80 E Access Way (if any), for the purpose of vehicular and pedestrian access, ingress and egress between the Parcels, and to and from all abutting streets or rights of way furnishing access to the Parcels. This access easement shall not prohibit the right of the Owners to reconfigure or construct entryways, driveways, drive aisles, right-of-ways, access ways, parking areas and stalls, walkways, sidewalks and landscaped areas, or to construct and maintain, within the area affected by this easement, traffic and parking control islands and other such facilities, on their respective portion of the Parcels, so long as any such action does not unreasonably prevent the passage by pedestrians and motor vehicles between each of the Parcels, and to the entryways, driveways, drive aisles, right-of-ways, access ways, walkways, sidewalks and landscaped areas, as appropriate.

(b) The Owners and their Permittees covenant and agree that the rights granted pursuant to this easement shall at all times be exercised in such a manner as not to unreasonably interfere with the normal operation of the Parcels and the businesses conducted therein. Each Owner retains the right to impose reasonable safety restrictions on the use of the Access Ways located within its Parcel.

2.3 Indemnification. Each Owner having rights with respect to the easement granted in this Agreement shall indemnify and hold the Owner whose particular Parcel is subject to the easements and each of such Owner's Permittees harmless from and against all claims, liabilities, damages, penalties, costs, demands and expenses (including reasonable attorneys' fees and legal costs) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner. Further, the Retail Parcel Owner shall indemnify and hold the BTI Parcel Owner harmless from and against all claims, liabilities, damages, penalties, costs, demands and expenses (including reasonable attorneys' fees and legal costs), relating to or asserted by any neighboring landowners, their tenants, successors or assigns, which are related to the grant of easements pursuant to this Agreement, or any action taken by Retail Owner in connection with easement rights granted hereunder over the BTI Parcel (including but not limited to claims related to the BTI Primary Access Way Maintenance Expenses, as defined below).

2.4 Reasonable Use of Easements.

(a) The easements granted herein shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) The easements granted herein do not include any rights to park vehicles or place equipment or other personal property within the Access Ways or surrounding parking areas, by one Owner upon another Owner's Parcel.

(c) Once commenced, any construction, maintenance, repair or replacement undertaken in reliance upon the easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easement set forth, or to prosecute work on such Owner's own Parcel if the same interferes with easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees, and only following reasonable notice under the circumstances to the other Owner. The Owner performing any such construction, maintenance, repair or replacement shall have the obligation at its own expense to promptly restore the other Owner's Parcel to the same condition as was present prior to such construction, maintenance, repair or replacement.

3. MAINTENANCE AND REPAIR.

3.1 Maintenance and Repair Activities of Access Ways. The Access Ways shall be kept in a reasonably clean, orderly, attractive, and usable condition and in a good state of maintenance and repair consistent with other first-class retail shopping centers of similar size and age within the Cache County, Utah area. In this regard, and without limiting the generality of the previous sentence, the Access Ways shall be maintained consistent with the following activities (collectively, the "*Maintenance and Repair Activities*"):

(a) Maintaining all surfaces within the Access Ways, including but not limited to sidewalks, pathways, roadway and parking areas in a level, smooth, and evenly-covered condition with the type of surfacing material originally installed or such substitute as is in all respects at least equal in quality, use, and durability, and making reasonable repairs to, and replacing from time to time such surfaces (consistent with other first-class retail shopping centers of similar size and age within the Cache County area);

(b) Removing all papers, debris, filth, and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair, and replacing as needed any necessary or appropriate directional signs, markers, and lines;

(d) Operating, keeping in repair, and replacing, as necessary, such artificial lighting facilities as are reasonably required;

(e) Maintaining all landscaped areas (including regular mowing of all grassy areas) and making such replacements of shrubs and other landscaping as is reasonably necessary;

(f) Maintaining storm drains and storm water detention areas included as part of the Access Ways;

(g) Removing refuse and accumulations of snow from the access ways, driveways, roads, sidewalks, pathways, and parking areas included within the Access Ways; and

(h) Taking any other customary actions as may be reasonably necessary or appropriate to operate and regulate the use of the Access Ways.

3.2 Responsibility to Perform. The Owner of each Parcel shall be responsible for performing the Maintenance and Repair Activities for the Access Ways located within its Parcel at such Owner's sole cost and expense.

3.3 Maintenance of Parking Areas. The Owner of each Parcel, at its own cost and expense, shall keep the Parking Areas located on each Parcel in a reasonably clean, orderly, attractive, and usable condition and in a good state of maintenance and repair consistent with other first-class retail shopping centers of similar size and age within the Cache County, Utah area.

3.4 Maintenance of Primary Access Way. Notwithstanding anything to the contrary herein, the Owner of the BTI Parcel shall manage the Maintenance and Repair Activities for the "**Primary Access Way**" identified on Exhibit "C". The Retail Parcel Owner shall pay fifty percent (50%) of the portion of the BTI Parcel Owner's expenses associated with the Maintenance and Repair Activities of the Primary Access Way which are not recoverable by Owner of BTI Parcel from any other neighboring owner pursuant to a separate agreement ("**BTI Primary Access Way Maintenance Expenses**"). The Owner of the BTI Parcel shall bill the Owner of the Retail Parcel, or its tenant(s) under the terms of any lease(s), on no more than a monthly basis, for the Retail Parcel Owner's share of the BTI Primary Access Way Maintenance Expenses. All such bills shall contain an itemized description of the work performed, copies of invoices, and the total costs and expenses incurred for such work. The Owner of the Retail Parcel shall pay all such bills within thirty (30) days after receipt of the bill.

3.5 Maintenance of 80 E Access Way. Notwithstanding anything to the contrary herein, the Owner of the Retail Parcel shall manage the Maintenance and Repair Activities for the 80 E Access Way, if any. The BTI Parcel Owner shall pay fifty percent (50%) of the Retail Parcel Owner's expenses associated with the Maintenance and Repair Activities of the 80 E Access Way ("**80 E Access Way Maintenance Expenses**"), if any. The Owner of the Retail Parcel is directed by the Owners to bill the Owner of the BTI Parcel, or its tenant(s) under the terms of any lease(s), on no more than a monthly basis, for the BTI Parcel Owner's share of the 80 E Access Way Maintenance Expenses. All such bills shall contain an itemized description of the work performed, copies of invoices, and the total costs and expenses incurred for such work. The Owner of the BTI Parcel shall pay all such bills within thirty (30) days after receipt of the bill.

3.6 Failure to Pay; Audit. In the event a Parcel Owner or payee fails to timely pay any bill, the unpaid amount shall bear interest at the rate of ten percent (10%) per annum from the due date until the date such amount is paid in full. Additionally, in the event that the Parcel Owner or payee's failure to pay a bill continues beyond ninety (90) days after it is due, then following the delivery of an

additional five (5) day written notice to the Parcel Owner or payee (if other than the Owner), the unpaid Parcel Owner (the "**Unpaid Owner**") shall be entitled to record a notice of lien against the applicable Parcel in the total amount due and owing. Notwithstanding the foregoing, if the Parcel Owner or payee gives written notice, prior to the expiration of such ninety (90) day period, that it is contesting the amount or payment of the bill in question, and provided that the Parcel Owner or payee also either posts a bond in favor of the Unpaid Owner or pays into escrow the amount being contested pending resolution, then the Unpaid Owner shall not be entitled to record a notice of lien against the Parcel Owner or payee's Parcel. A notice of lien filed by the Unpaid Owner pursuant to this Section 3.6 shall be prior to all other liens and encumbrances on a Parcel except lien and encumbrances recorded prior to the recordation of this Agreement, a first-position mortgage, and liens for real estate taxes and other governmental assessments or charges against the Parcel.

3.7 Limitation of Liability of Parcel Owners. Each Parcel Owner shall exercise reasonable business judgment in performing all of its duties and responsibilities set forth in this Agreement. Notwithstanding anything herein to the contrary, unless fraud, gross negligence or willful misconduct shall be proven by a court order, judgment, decree or decision which has become final, no Parcel Owner shall be liable to any other Owner or other person for any mistake of fact or judgment or for the doing or failure to do any act in conducting and performing its obligations herein, which causes or results in any loss or damage to any Owner or any other such person.

3.8 Parcel Owner Purposes and Powers. In the performance of its duties and responsibilities, a Parcel Owner may be permitted to provide services itself (if such Parcel Owner is qualified to provide such services), or it may contract with other qualified persons or entities to provide such services.

4. Intentionally Omitted.

5. **REMEDIES AND ENFORCEMENT.**

5.1 All Legal and Equitable Remedies Available. In the event of a default or threatened default by any Owner or its Permittees of any of the terms, easements, covenants, conditions or restrictions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

5.2 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

5.3 No Termination for Default. Notwithstanding the foregoing to the contrary, no default hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

6. **MISCELLANEOUS.**

6.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

6.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Parcels, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the Cache County Recorder in Utah.

6.3 No Waiver. No waiver of any default of any obligation by any party shall be implied from any omission by the other party to take any action with respect to such default.

6.4 No Agency. Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between any persons.

6.5 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the Parcels and create equitable servitudes in favor of the Parcel(s) benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

6.6 Grantee's Acceptance. The grantee of any of the Parcels, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Owner or from any subsequent Owner of such Parcels, or any portion thereof, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, duties and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other affected persons, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the portion of the Parcels so acquired by such grantee.

6.7 Severability. Each provision of this Agreement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. Notwithstanding the foregoing, the parties shall attempt in good faith to negotiate a mutually acceptable alternative to any provision held to be invalid or unenforceable or to not run with the land. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all of the Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

6.8 Time of Essence. Time is of the essence of this Agreement.

6.9 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

6.10 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery at the party's address shown below. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other parties.

6.11 Governing Law. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement.

6.12 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the affecting Parcel(s) land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“BTI”

BLACK TOWER INVESTMENTS LLC,
a Utah limited liability company

By: Tower Capital, LLC,
a Utah limited liability company, Manager

By: [Signature]

Name: Jaron R. Moore

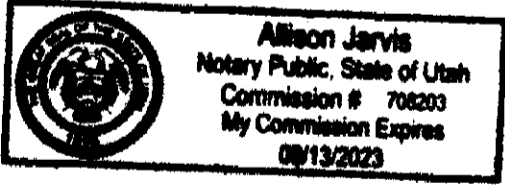
Title: Manager

Address:
267 Summerwood Drive
Bountiful, Utah 84010

STATE OF UTAH)
COUNTY OF Salt Lake) : SS

On the 12th day of December, 2019, personally appeared before me Jaron R Moore, the Manager of BLACK TOWER INVESTMENTS, LLC, a Utah limited liability company, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said company for its stated purpose.

[Signature]
Notary Public of Utah
Residing at: Salt Lake
Commission Expires: 9/13/2023

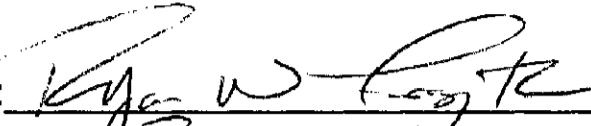


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"RETAIL OWNER"

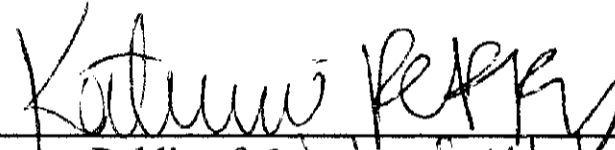
C&N LOGAN, LLC, a Utah limited liability company

By: 
Name: Ryan Forsyth
Its: Manager

Address:
1835 South Highway 89
Perry, UT 84302

STATE OF UTAH)
COUNTY OF Box elder) : SS

On the 12th day of December, 2019, personally appeared before me Ryan Forsyth, the Manager of C&N LOGAN, LLC, a Utah limited liability company, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said company for its stated purpose.


Notary Public of State of Utah
Residing at: Perry UT
Commission Expires: 8-12-23

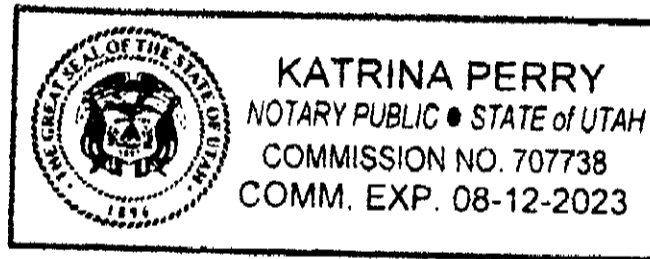


EXHIBIT "A"

(Legal Description of BTI Parcel)

PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, LOCATED IN THE CITY OF LOGAN, COUNTY OF CACHE, STATE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE SOUTH 27°17'50" WEST 1120.25 FEET TO THE INTERSECTION OF THE SOUTH LINE OF 700 SOUTH STREET AND THE EAST LINE OF MAIN STREET (UDOT PROJECT F017(16)); THENCE SOUTH 1°11'16" WEST 270.55 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING; THENCE SOUTH 89°18'43" EAST 232.99 FEET; THENCE NORTH 51°20'10" EAST 41.84 FEET; THENCE ALONG THE EAST LINE OF THE ABANDONED UTAH-IDAHO CENTRAL RAILROAD RIGHT-OF-WAY THE FOLLOWING TWO COURSES: SOUTH 38°39'50" EAST 21.58 FEET; SOUTH 39°37'38" EAST 107.10 FEET TO AN ANGLE POINT IN THE WESTERLY LINE OF LOT 4 OF THE BIRCHWOOD SUBDIVISION, FILING NUMBER 605950; THENCE SOUTH 25°21'41" EAST 64.15 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT AND ITS PROLONGATION TO AN OLD FENCE; THENCE NORTH 89°18'43" WEST 377.62 FEET ALONG SAID FENCE TO THE EAST LINE OF MAIN STREET; THENCE NORTH 1°11'16" EAST 129.45 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN QUIT CLAIM DEED RECORDED MARCH 10, 2016 AS ENTRY NO. 1143262 IN BOOK 1886 AT PAGE 1374 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN THE CITY OF LOGAN, COUNTY OF CACHE, STATE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE SOUTH 27°17'50" WEST 1120.25 FEET TO THE INTERSECTION OF THE SOUTH LINE OF 700 SOUTH STREET AND THE EAST LINE OF MAIN STREET (UDOT PROJECT F-017(16) AT ENGINEER'S STATION 485+61.88 OFFSET 50.00 FEET RIGHT); THENCE SOUTH 1°11'16" WEST 198.88 FEET ALONG SAID EAST LINE TO UDOT PROJECT F-017(16) ENGINEER'S STATION 477+95.61 OFFSET 50.00 FEET RIGHT AND THE POINT OF BEGINNING; THENCE SOUTH 89°18'43" EAST 7.00 FEET ALONG THE GRANTOR'S NORTH LINE TO A POINT 57.00 FEET RIGHT OF CENTERLINE OF SAID UDOT PROJECT; THENCE SOUTH 1°11'16" WEST 201.12 FEET ALONG A LINE PARALLEL WITH THE EXISTING EAST LINE OF THE UDOT RIGHT-OF-WAY TO THE GRANTOR'S SOUTH LINE; THENCE NORTH 89°18'43" WEST 7.00 FEET ALONG SAID SOUTH LINE TO UDOT PROJECT F-017(16) ENGINEER'S "C" LINE STATION 20+33.08 OFFSET 50.00 FEET RIGHT; THENCE NORTH 1°11'16" EAST 201.12 FEET TO THE POINT OF BEGINNING.

Parcel No: 02-063-0025

EXHIBIT "B"

(Legal Description of Retail Parcel)

A PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP II NORTH, RANGE I EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 165 LOCATED NORTH 02°02'54" WEST A DISTANCE OF 710.54 FEET, AND 126.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 831.47 FEET, A CENTRAL ANGLE OF 08°44'03". CHORD BEARS NORTH 06°14'13" WEST A DISTANCE OF 126.63 FEET FROM LOGAN CITY GPS MONUMENT #442. SAID POINT BEING LOCATED SOUTH 17°19'26" WEST, A DISTANCE OF 1731.27 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 4, AND BEING THE BEGINNING OF A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 88°07'49" EAST. A RADIAL DISTANCE OF 831.47 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: (1) 48.04 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 03°18'37", CHORD BEARS NORTH 00°12'53" WEST A DISTANCE OF 48.03 FEET; (2) NORTH 01°21'35" EAST, A DISTANCE OF 85.46 FEET TO THE SOUTH LINE OF PARCEL 02-063-0025; THENCE SOUTH 89°15'59" EAST. A DISTANCE OF 289.87 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00°44'01" WEST, A DISTANCE OF 133.48 FEET; THENCE NORTH 89°15'59" WEST, A DISTANCE OF 290.01 FEET TO THE POINT OF BEGINNING.

Subject to a 10 foot public utility easement on the North, South, East and West of the above described property.

Part of Parcel 02-065-0011

EXHIBIT "C"

(Site Plan)

