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Tax Map No.: 3-31 4.00 119.00

BK: 3752 PG: 315

Prepared by and mail after recording to:  
Moore & Van Allen PLLC (KES)  
100 North Tryon Street, 47<sup>th</sup> Floor  
Charlotte, North Carolina 28202-4003

STATE OF DELAWARE )  
 )  
COUNTY OF SUSSEX )

**DECLARATION OF EASEMENTS AND COVENANTS**

**THIS DECLARATION OF EASEMENTS AND COVENANTS** (this "Declaration") is made this 29 day of December, 2009, by TKC C, LLC, a North Carolina limited liability company ("TKC").

**RECITALS:**

A. TKC is the owner in fee simple of certain real property located in Seaford, Sussex County, Delaware, as such property is more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference ("Lot 1").

B. TKC is the owner in fee simple of certain real property located adjacent to Lot 1 in Seaford, Sussex County, Delaware, as such property is more particularly described on Exhibit A-2 attached hereto and incorporated herein by this reference ("Lot 2"). Lot 1 and Lot 2 may from time to time be referred to herein each as a "Lot" or collectively as "Lots".

C. TKC intends to convey Lot 1 to a third party and in anticipation of such conveyance, TKC desires to provide for certain easements for the mutual benefit of Lot 1 and Lot 2 in accordance with the terms and provisions set forth in this Declaration.

**AGREEMENT:**

**NOW THEREFORE**, TKC hereby imposes upon and charges Lot 1 and Lot 2 with the easements, restrictions, conditions and covenants as set forth in this Declaration, and TKC specifies that this Declaration shall constitute covenants running with the land pursuant to the terms and conditions set forth herein:

Section 1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

Section 2. Storm Water Drainage Easement. (a) TKC hereby establishes, creates and reserves for the benefit of, and as an appurtenance to Lot 1 and for the benefit of the owner and occupant of Lot 1 and their respective tenants, licensees and invitees, a permanent and perpetual non-exclusive easement (the "Storm Water Drainage Easement") from, under, across, upon, over

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and through the portions of Lot 2 cross-hatched and described as the "20.0' Stormwater Easement" and the "Shared Stormwater Management Facility" on that certain "Minor Subdivision Plan" prepared by Environmental Consultants International, LLC dated May 26, 2009 and recorded at Book 132 at Page 17 in the public land records of Sussex County, Delaware, which Subdivision Plan is attached hereto as Exhibit B and incorporated herein by reference (the "Subdivision Plan"), for the purpose of (i) the installation, attachment, repair, use, relocation, removal and maintenance of any and all lines now or hereafter installed to discharge and convey storm water (together with any appurtenances thereto, the "Drainage Lines") and for the discharge and conveyance of stormwater through the Drainage Lines to and/or from Lot 1 to the detention pond constructed on Lot 2 (the "Detention Pond") and (ii) the use of the Detention Pond for the detention of stormwater from Lot 1; TO HAVE AND TO HOLD, the Storm Water Drainage Easement and all rights and privileges thereto appertaining, unto the owner of the Lot 1, and its successors and assigns in title, forever.

(b) The owner of Lot 2 and its successors and assigns in title to Lot 2, shall be responsible for any maintenance and repair of the Drainage Lines (to the extent such Drainage Lines are located upon Lot 2) and Detention Pond necessary to keep the Drainage Lines and Detention Pond in good condition and working order and in compliance with the requirements of Sussex County, Delaware. The Owner of Lot 1 shall maintain all Drainage Lines located upon Lot 1. The owner of Lot 1 shall contribute its proportionate share of the reasonable cost and expense incurred by the owner of Lot 2 in connection with the maintenance, repair and/or replacement of the Detention Pond and the Drainage Lines (collectively, the "Drainage Costs"). For purposes of this Declaration, the owner of Lot 1's proportionate share shall be based upon a fraction, the numerator of which is the acreage of Lot 1 and the denominator of which is the sum of the total acreage of Lot 1 and Lot 2 combined. The owner of Lot 2 shall have the right, from time to time, to invoice the owner of Lot 1 for its proportionate share of the Drainage Costs. Any such invoice shall be accompanied by reasonable evidence of the Drainage Costs and payment for the Drainage Costs shall be due by the owner of Lot 1 within thirty (30) days of the date that the owner of Lot 1 receives such invoice. In the event that the owner of Lot 1 does not reimburse the owner of Lot 2 within the period specified herein, then interest shall accrue on the unpaid amount from the date such payment was due as provided in this Section 2(b) until full reimbursement is made at the rate equal to the lesser of (i) the prime rate published by the Wall Street Journal plus five percent (5%) or (ii) the maximum interest rate permitted by the laws of the State of Delaware.

(c) In the event that the owner of Lot 2 fails to maintain the Drainage Lines and Detention Pond in accordance with the provisions of this Declaration, then the owner of Lot 1 shall give the owner of Lot 2 written notice specifying in detail the nature of such failure, and if the owner of Lot 2 has not commenced correction of such failure within thirty (30) days of such notice or does not diligently pursue the correction of the same at all times after the commencement of the action to correct the same, then the owner of Lot 1 shall have the right and the easement to go upon Lot 2 to perform in a reasonable manner the maintenance and repair of the Drainage Lines and Detention Pond; provided, however, that no such notice shall be required in the event of an emergency when property loss or injury to persons is likely to occur if such maintenance is not performed immediately. If the owner of Lot 1 performs maintenance on the Drainage Lines and Detention Pond in accordance with this Section 2(c), the owner of Lot 1,

upon completion of performance, shall be reimbursed by the owner of Lot 2 for the owner of Lot 2's proportionate share of the cost of performance as provided in Section 2(b) above, including all reasonable expenses pertaining thereto. In the event that the owner of Lot 2 does not reimburse the owner of Lot 1 within five (5) days after completion of performance, then interest shall accrue on the unpaid amount from the date such payment was due as provided in this Section 2(c) until full reimbursement at the rate equal to the lesser of (i) the prime rate published by the Wall Street Journal plus five percent (5%) or (ii) the maximum interest rate permitted by the laws of the State of Delaware.

Section 3. Driveway Easement. (a) TKC hereby establishes, creates and reserves for the benefit of, and as an appurtenance to Lot 2 and for the benefit of the owner and occupant of Lot 2 and their respective tenants, licensees and invitees, a permanent and perpetual non-exclusive easement (the "Driveway Easement") from, under, across, upon, over and through all driveways, sidewalks, drive aisles, roadways, curb cuts, drive lanes (the "Driveway") and other access points now or hereafter located in the portion of Lot 1 shown cross-hatched and described on the Subdivision Plan as the "Cross Access Entrance Easement" (the "Driveway Easement Area") for the purpose of vehicular and pedestrian ingress, egress and regress; TO HAVE AND TO HOLD, the Driveway Easement and all rights and privileges thereto appertaining, unto the owner of the Lot 1, and its successors and assigns in title, forever.

(b) The owner of Lot 1 and its successors and assigns in title shall be responsible for the maintenance, repair and replacement and landscaping of the Driveway, including paving and removing of snow, ice, trash and other debris, maintaining and replacing pavement, filling potholes and maintaining asphalt and landscaping located within the Driveway Easement Area. The owner of Lot 2 shall contribute its proportionate share of the reasonable cost and expense incurred by the owner of Lot 1 in connection with the maintenance, repair and/or replacement of the Driveway (collectively, the "Driveway Costs"). For purposes of this Declaration, the owner of Lot 2's proportionate share shall be fifty percent (50%). The owner of Lot 1 shall have the right, from time to time, to invoice the owner of Lot 2 for its proportionate share of the Driveway Costs. Any such invoice shall be accompanied by reasonable evidence of the Driveway Costs and payment for the Driveway Costs shall be due by the owner of Lot 2 within thirty (30) days of the date that the owner of Lot 2 is invoiced. In the event that the owner of Lot 2 does not reimburse the owner of Lot 1 within the period specified herein, then interest shall accrue on the unpaid amount from the date such payment was due as provided in this Section 3(b) until full reimbursement at the rate equal to the lesser of (i) the prime rate published by the Wall Street Journal plus five percent (5%) or (ii) the maximum interest rate permitted by the laws of the State of Delaware. In the event a tenant of Lot 1 is responsible for any of the maintenance obligations set forth in this Section 3(b), pursuant to the terms and conditions of the tenant's lease with the owner of Lot 1, then such tenant shall have the right to invoice the owner of Lot 2 directly for its proportionate share of the Driveway Costs.

(c) Neither owner of a Lot shall modify, alter or in any way obstruct the sidewalks, drive aisles, roadways, curb cuts, drive lanes and other access points from time to time used in connection with the Driveway Easement Area in any manner that would have a material and adverse effect on vehicular or pedestrian ingress, egress and regress.

Section 4. Future Service Road. (a) The location of the proposed future service road ("Future Service Road") running north and south along the western boundary lines of Lot 1 and Lot 2 is shown as the cross-hatched areas marked as the "Lot 1 Maintenance Area" and "Lot 2 Maintenance Area" on Exhibit C attached hereto (the "Future Service Road Area"). Until such time, if ever, as the Future Service Road is improved for vehicular and pedestrian use, the owner of Lot 1 and the owner of Lot 2, and their respective successors and assigns in title, shall maintain the portion of the Future Service Road located upon their respective lots, such areas being labeled respectively as "Lot 1 Maintenance Area" and "Lot 2 Maintenance Area" on Exhibit C attached hereto and incorporated herein by reference, such required maintenance being limited to periodic mowing of grass and weeds and removing of trash and other debris.

(b) Upon the improvement of the Future Service Road Area with driveway improvements for vehicular and pedestrian use, and until such time, if ever, as the Future Service Road Area is dedicated to the appropriate governmental authority, (a) the owner of each Lot shall grant to the other a permanent, perpetual easement for the purposes of vehicular and pedestrian ingress, egress and regress from, under, across, upon, over and through the Future Service Road Area and (ii) the owner of Lot 2 shall be responsible for the repair, maintenance and replacement of the improvements located within the Future Service Road Area (the "Future Service Road Improvements") in compliance with all applicable laws, provided, however, that the owner of Lot 1 shall reimburse the owner of Lot 2 for the owner of Lot 1's proportionate share of the costs and expenses incurred by the owner of Lot 2 in repairing maintaining and replacing the Future Service Road Improvements. The owner of Lot 1's proportionate share of such cost shall be fifty percent (50%). The owner of Lot 2 shall have the right, from time to time, to invoice the owner of Lot 1 for its proportionate share of the costs of repair, maintenance and replacement of the Future Service Road Improvements. Any such invoice shall be accompanied by reasonable evidence of the costs of such repair, maintenance and replacement and payment for such costs shall be due by the owner of Lot 1 within thirty (30) days of the date that the owner of Lot 1 is invoiced. In the event that the owner of Lot 1 does not reimburse the owner of Lot 2 within the period specified herein, then interest shall accrue on the unpaid amount from the date such payment was due as provided in this Section 4(b) until full reimbursement at the rate equal to the lesser of (i) the prime rate published by the Wall Street Journal plus five percent (5%) or (ii) the maximum interest rate permitted by the laws of the State of Delaware. In the event that the owner of Lot 2 fails to repair and maintain the Future Service Road Improvements in accordance with the provisions of this Declaration, then the owner of Lot 1 shall give the owner of Lot 2 written notice specifying in detail the nature of such failure, and if the owner of Lot 2 has not commenced correction of such failure within thirty (30) days of such notice or does not diligently pursue the correction of the same at all times after the commencement of the action to correct the same, then the owner of Lot 1 shall have the right and the easement to go upon Lot 2 to perform in a reasonable manner the maintenance, repair and replacement of the Future Service Road Improvements; provided, however, that no such notice shall be required in the event of an emergency when occupancy of the improvements located on either Lot 1 or Lot 2 is prohibited or property loss or injury to persons is likely to occur if such maintenance is not performed immediately. If the owner of Lot 1 performs maintenance on the Future Service Road Improvements in accordance with this Section 4(b), the owner of Lot 1, upon completion of performance, shall be reimbursed by the owner of Lot 2 for the owner of Lot 2's proportionate share of the cost of performance, including all reasonable expenses pertaining thereto. In the event that the owner of Lot 2 does not reimburse the owner of Lot 1 within five (5) days after completion of performance, then interest shall accrue on the unpaid amount from the date such

payment was due as provided in this Section 4(b) until full reimbursement at the rate equal to the lesser of (i) the prime rate published by the Wall Street Journal plus five percent (5%) or (ii) the maximum interest rate permitted by the laws of the State of Delaware.

Section 5. Temporary Construction Easement. (a) TKC does hereby grant, bargain, sell and convey to the owner of Lot 2, and its successors and assigns, a temporary construction easement (the "Temporary Construction Easement") over, upon and across the portion of Lot 1 shown on Exhibit D attached hereto and incorporated herein by reference (the "Temporary Construction Easement Area") for grading and the installation and construction of slopes and/or permanent berms and any access improvements required by Delaware Department of Transportation related to the construction of improvements upon Lot 2 (collectively, the "Lot 2 Improvements"); TO HAVE AND TO HOLD, the Temporary Construction Easement and all rights and privileges thereto appertaining, unto the owner of the Lot 2, and its successors and assigns in title, until the date that a final certificate of occupancy is issued by the applicable governmental authority for the Lot 2 Improvements. The owner of Lot 2 agrees to bear and pay all costs with respect to the construction and installation of the Lot 2 Improvements. The owner of Lot 2 shall cause all work performed in connection with the construction of the Lot 2 Improvements (including general clean-up) to be completed with reasonable diligence and in a good and workmanlike manner and in compliance with all applicable laws.

(b) The owner of Lot 2, and its successors and assigns, agrees to indemnify, defend and hold harmless the owner of Lot 1, and its tenants, against any and all Losses (as hereinafter defined) arising from or related to the use of Lot 1 by the owner of Lot 2 or its agents and/or contractors permitted by the Temporary Construction Easement. "Losses" for the purposes of this Section 5(b) shall mean all claims, suits, damages or expense arising out of the negligence or willful misconduct of the owner of Lot 2 or its agents and/or contractors in connection with its exercise of rights under the Temporary Construction Easement; provided, however, that the owner of Lot 2 shall not be required to indemnify the owner of Lot 1 against willful or grossly negligent acts of the owner of Lot 1 or its tenants.

Section 6. Utility Easement. (a) TKC hereby establishes, creates and reserves for the benefit of, and as an appurtenance to Lot 1 and Lot 2 and for the benefit of the owners and/or occupants of Lot 1 and Lot 2 and their respective tenants, licensees and invitees, a permanent and perpetual non-exclusive easement (the "Utility Easement") from, under, across, upon, over and through the portions of Lot 1 and Lot 2 shown cross-hatched on Exhibit E attached hereto and incorporated herein by reference (the "Utility Easement Area") for the purpose of the installation, attachment, repair, use, relocation, removal and maintenance of any and all lines now or hereafter installed to convey utility services, including, without limitation, electricity, gas, cable, water, fire suppression, sewer and telephone services (together with any appurtenances thereto, the "Utility Lines"), including, without limitation, the right to attach and/or connect to existing utility lines and/or facilities located on either Lot 1 or Lot 2; TO HAVE AND TO HOLD, the Utility Easement and all rights and privileges thereto appertaining, unto the owner of the Lot 1, and its successors and assigns in title, forever.

(b) The owner of any Lot which desires to install, attach, repair, use, relocate, remove or maintain any Utility Lines in the Utility Easement Area, shall be responsible, at its sole cost and expense, for the installation, attachment, repair, use, relocation, removal, maintenance and

replacement of such Utility Lines. The owner of any Lot shall have the right to cut and trim trees and shrubbery within the Utility Easement Area if such trees and shrubbery interfere with or threaten to endanger the operation and maintenance of the Utility Lines.

Section 7. Restrictions on Utility Easement. (a) The Utility Easement granted in Section 6(a) above is subject to the following restrictions: (i) all work to be completed in the Utility Easement Area for the installation, removal, maintenance or repair of any Utility Lines shall be completed in a commercially reasonable manner, with the least disruption of use of the Utility Easement Area as is reasonably possible, (ii) all Utility Lines shall be located underground, if commercially reasonable and in a manner so as to minimize disruption to existing improvements and future development of the Utility Easement Area, and (iii) if the owner or lessee of any Lot reasonably determines that it is necessary to relocate any Utility Lines located on its Lot to accommodate expansion or development, then such owner may relocate the Utility Lines located on its Lot, at its sole cost and expense, to a location acceptable to the owner of the Lot benefited by such Utility Line.

(b) Each owner of a Lot agrees that in the course of constructing, installing, maintaining, repairing, removing and/or replacing any of the Utility Lines permitted hereunder, that each respective owner will leave the Utility Easement Area in as good order and repair as it was originally and will not interfere with the business operations of the owner or lessee of any Lot.

(c) It is expressly agreed and understood that the owner of each Lot reserves unto itself, its successors and assigns, each and every right in, to, upon and under its respective Lot as may not have been expressly granted hereunder or be inconsistent herewith; owner of each Lot does not convey any land, but merely grants the rights, privileges and easement only as specifically hereinabove set out.

(d) Each owner of a Lot, and its successors and assigns, shall indemnify, defend and hold harmless the other Lot owners against any and all liability, claims, suits, damages, demands or expense, including reasonable attorneys' fees, incurred by any Lot owner arising from personal injury (including death at any time resulting therefrom) or property damage to any person, including all Lot owners and their respective agents and employees, occurring as a direct or indirect result of, or in any manner connected with, the construction, maintenance, presence and operation of the Utility Lines or systems along or within said Utility Easement Area; provided, however, that the Lot owners do not indemnify any other Lot owner against willful or gross negligent acts by such other Lot owner.

Section 8. Maintenance Responsibilities. Each owner of a Lot shall be responsible for maintenance and repair of its Lot, except as expressly provided herein.

Section 9. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Declaration, or because of an alleged dispute, breach or default in connection with any of the provisions of the Declaration, the prevailing party or parties shall be entitled to recover reasonable paralegal and attorneys' fees and other costs incurred in

that action or proceeding, including those related to appeals in addition to any other relief to which it or they may be entitled.

Section 10. Private Agreement. This Declaration does not and shall not be construed to grant any rights to the public in general.

Section 11. Enforcement. The owner of Lot 1 and Lot 2 and their respective successors and assigns shall use all reasonable efforts to enforce the easements, rights and restrictions herein against its tenants, customers, licensees, guests and invitees.

Section 12. Binding Effect. The easements, rights and restrictions granted herein shall be appurtenant to and shall run with Lot 1 and Lot 2 and shall be binding upon the owners of Lot 1 and Lot 2 and their respective successors and assigns. Such easements, rights and restrictions shall inure to the benefit of the owners of Lot 1 and Lot 2 and their respective tenants, customers, invitees, licensees, successors and assigns.

Section 13. Notices. All notices, demands and requests required or permitted to be given under this Declaration must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the party intended, (ii) delivered to the then designated address of the party intended, (iii) rejected at the then designated address of the party intended, provided such notice was sent prepaid certified mail, return receipt requested or by overnight courier providing for delivery against receipt, or (iv) sent via facsimile so long as the original copy is also sent via (i) or (ii) above on the same day. The initial addresses of the parties shall be:

TKC: TKC C, LLC  
c/o The Keith Corporation  
5935 Carnegie Boulevard, Suite 200  
Charlotte, North Carolina 28209  
Attention: Greg Keith and Ken Beuley  
Fax No. (704) 365-0733

Section 14. Severability. If any term or provision, or any portion thereof, of this Declaration, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and be enforced to the fullest extent permitted by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authority duly given, as of the date first written above.

Signed, sealed and delivered  
in the presence of:

*[Handwritten Signature]*  
\_\_\_\_\_  
Witness #1

*[Handwritten Signature]*  
\_\_\_\_\_  
Witness #2

TKC:

TKC C, LLC

By:

*[Handwritten Signature]*  
\_\_\_\_\_  
Kenneth R. Beuley, Authorized Member

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Personally appeared before me the undersigned witness and made oath that s(he) saw the within named TKC C, LLC, a North Carolina limited liability company, by its authorized member, Kenneth R. Beuley, execute, seal and deliver, as his act and deed, the foregoing instrument for the uses and purposes therein mentioned and that s(he), with the other witness whose signature appears above, witnessed the execution thereof.

Sworn to before me this 18 day of December, 2009.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public, State and County aforesaid

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Witness

Amy Stanard  
\_\_\_\_\_  
Name Printed

[Notary Seal]

My Commission Expires: 7-8-2012

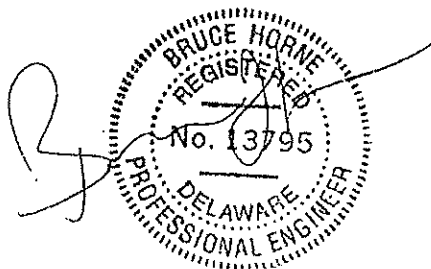




**Legal Description**  
**For**  
**Lot 1 of the**  
**Minor Subdivision of Lands of TKC C LLC**  
**Part of Parcel 119**  
**Tax Map 3-31-4**

ALL that certain tract, piece or parcel of land, lying and being situated in Seaford Hundred, Sussex County, Delaware, being bounded on the east by U.S. Route 13, on the north by lands now or formerly of Phillips Outdoor Advertising, on the south by Lot 2 of this Minor Subdivision, on the west by a DelDOT service road and lying approximately 1,000 feet north of the centerline of Route 46 (Elks Road) and being more particularly described as follows:

**Beginning** at a concrete monument found on the westerly right-of-way of U.S. Route 13 (50 foot right-of-way), said monument lying approximately 438 feet north of the centerline of Route 46 (Elks Road), said monument being a common corner for this lot and the lands now or formerly of Lighthouse Christian Center of Seaford, First United Pentecostal Church, Inc. (Deed Book 2678, Page 155), said monument also being the southeast corner of Lot 2 of this Minor Subdivision; thence continuing northerly along the westerly right-of-way of U.S. Route 13 on a curve to the left having a radius of 5,709.20 feet for an arc distance of 271.92 feet (Chord Bearing = N 10° 02' 14" E, Chord Distance = 271.89 feet) to an iron pipe to be set; thence continuing along the westerly right-of-way of U.S. Route 13 N 05° 38' 14" E for a distance of 289.40 feet to an iron pipe to be set, said pipe being on the line of division for this lot and Lot 2, said pipe also being the **Point of Beginning**; thence turning and running with the line of division between this lot and Lot 2 N 84° 18' 42" W for a distance of 347.01 feet to an iron pipe to be set, said pipe being the common corner for this lot and Lot 2, said pipe also being on the easterly right-of-way of the DelDOT service road (45 foot right-of-way); thence turning and continuing along the easterly right-of-way of the DelDOT service road on a non-tangent curve to the left with a radius of 5,354.20 feet for and arc distance of 11.08 feet (Chord Bearing = N 05° 42' 46" E, Chord Distance = 11.08 feet) to an iron pipe to be set; thence continuing along the easterly right-of-way of the DelDOT service road N 05° 41' 13" E for a distance of 479.97 feet to an iron pipe to be set, said pipe being a common corner for this lot and the lands now or formerly of Phillips Outdoor Advertising (Deed Book 1730, Page 154); thence turning and running with the lands of Phillips Outdoor Advertising S 84° 18' 47" E for a distance of 346.25 feet to an iron pipe to be set, said pipe being on the westerly right-of-way line of U.S. Route 13 (50 foot right-of-way); thence turning and running along the westerly right-of-way of U.S. Route 13 S 05° 35' 57" W for a distance of 491.06 feet to the **Point of Beginning**, said lot containing 3.91 acres, more or less.

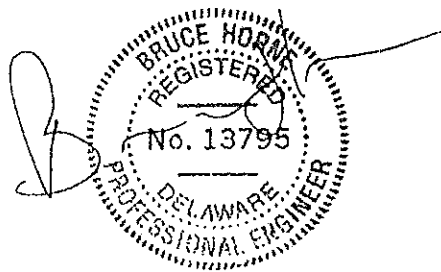


JUN 01 2009

Legal Description  
For  
Lot 2 of the  
Minor Subdivision of Lands of TKC C LLC  
Part of Parcel 119  
Tax Map 3-31-4

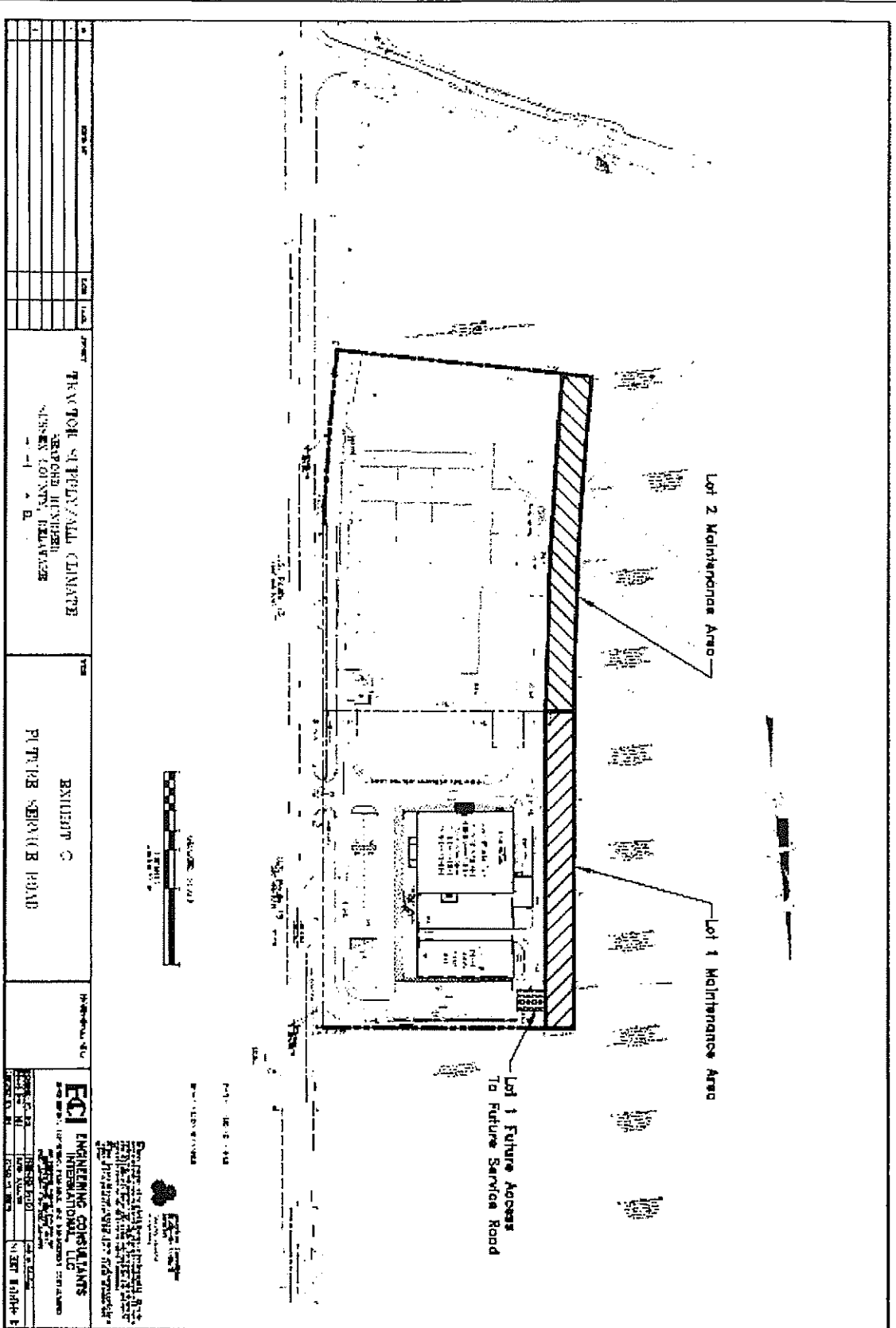
ALL that certain tract, piece or parcel of land, lying and being situated in Seaford Hundred, Sussex County, Delaware, being bounded on the east by U.S. Route 13, on the north by Lot 1 of this Minor Subdivision, on the south by lands now or formerly of Lighthouse Christian Center of Seaford, on the west by a DelDOT service road and lying approximately 438 feet north of the centerline of Route 46 (Elks Road) and being more particularly described as follows:

**Beginning** at a concrete monument found on the westerly right-of-way of U.S. Route 13 (50 foot right-of-way), said monument lying approximately 438 feet north of the centerline of Route 46 (Elks Road), said monument also being the **Point of Beginning** and also being a common corner for this lot and the lands now or formerly of Lighthouse Christian Center of Seaford, First United Pentecostal Church, Inc. (Deed Book 2678, Page 155); thence continuing from said Point of Beginning and running northerly along the westerly right-of-way of U.S. Route 13 on a curve to the left having a radius of 5,709.20 feet for an arc distance of 271.92 feet (Chord Bearing = N 10° 02' 14" E, Chord Distance = 271.89 feet) to an iron pipe to be set; thence continuing northerly along the westerly right-of-way of U.S. Route 13 N 05° 38' 14" E for a distance of 289.40 feet to an iron pipe to be set, said pipe being on the line of division for this lot and Lot 1; thence turning and running along the line of division for this lot and Lot 1 N 84° 18' 42" W for a distance of 347.01 feet to an iron pipe to be set, said pipe being the common corner for this lot and Lot 1, said pipe also being on the easterly right-of-way of the DelDOT service road (45 foot right-of-way); thence continuing southerly along the easterly right-of-way of the DelDOT service road on a non-tangent curve to the right having a radius of 5,354.20 feet for an arc distance of 525.85 feet (Chord Bearing = S 08° 35' 09" W, Chord Distance = 525.64 feet) to an iron pipe to be set, said pipe being the common corner for this lot and the lands now or formerly of Lighthouse Christian Center of Seaford; then turning and running with the lands of Lighthouse Christian Center of Seaford S 78°33'54" E for a distance of 355.00 feet to the **Point of Beginning**, said lot containing 4.39 acres, more or less.



JUN 01 2009





NO.	DESCRIPTION	DATE	BY

TRUST OF SHERWOOD CLIMATE  
 SHERWOOD HENNESSY  
 SHERWOOD COUNTY, KENTUCKY

EXHIBIT C  
 PUBLIC SERVICE ROAD

DATE	BY	REVISION

**FCI ENGINEERING CONSULTANTS**  
 INTERNATIONAL, LLC  
 1000 WEST 10TH AVENUE  
 SUITE 1000  
 DENVER, CO 80202  
 TEL: 303.733.8800  
 FAX: 303.733.8801  
 WWW.FCIENGINEERING.COM

**EXHIBIT D -- TEMPORARY CONSTRUCTION  
EASEMENT AREA**

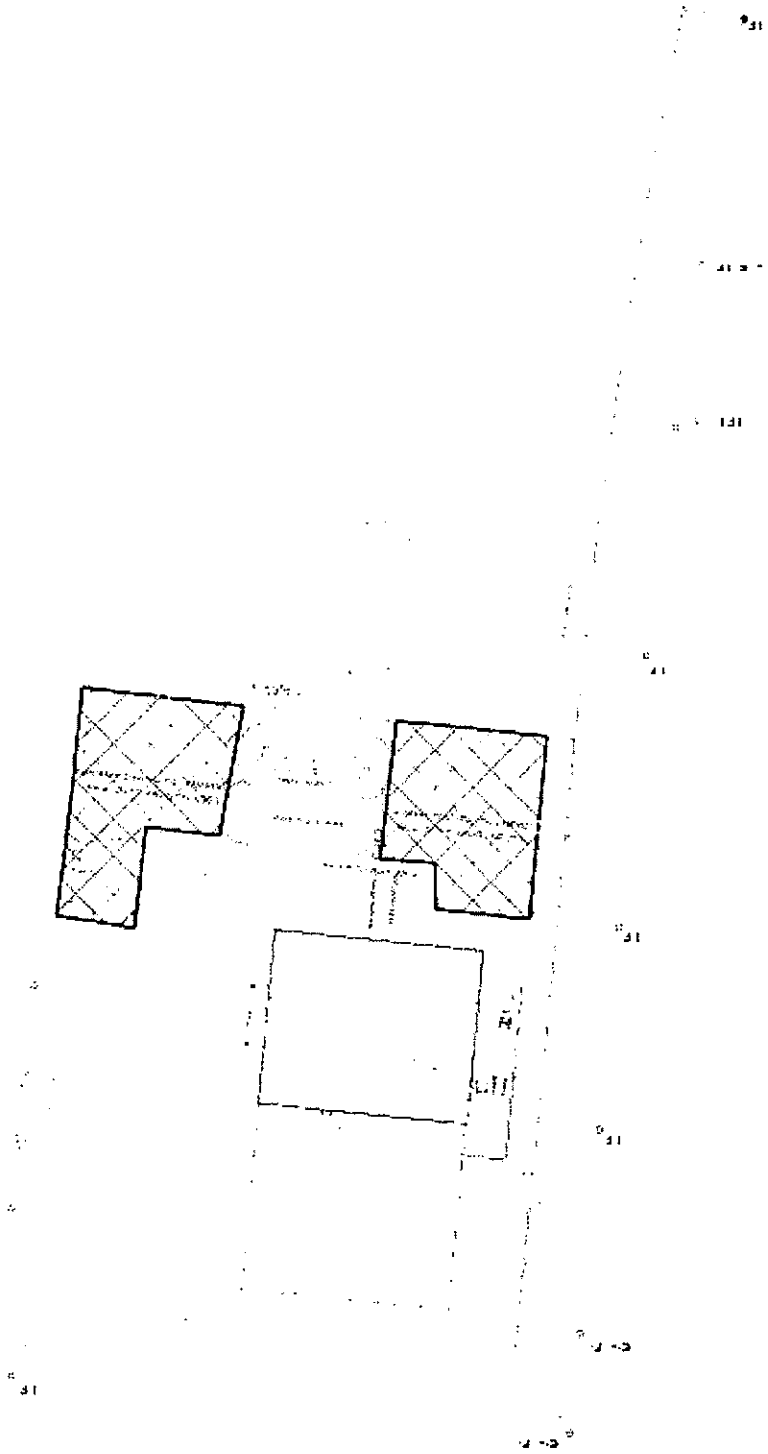
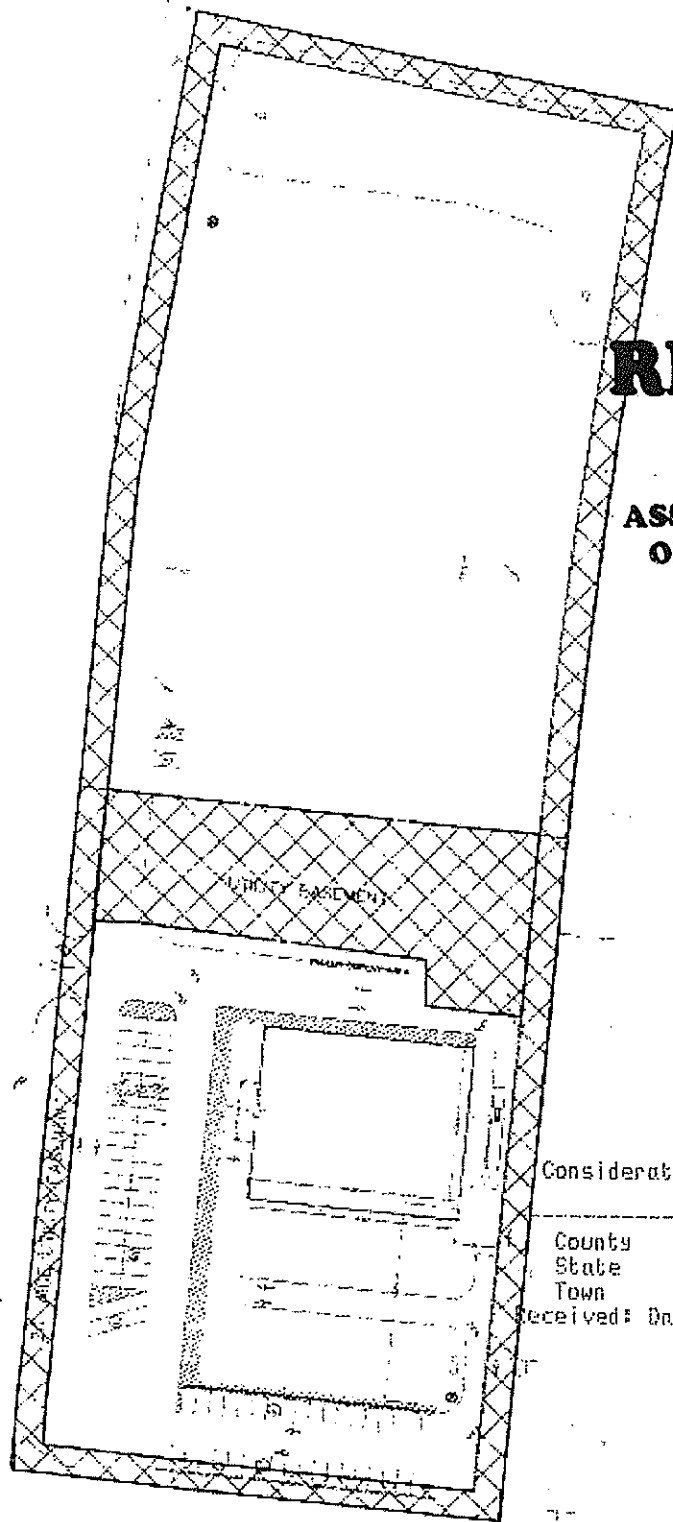


EXHIBIT E  
UTILITY EASEMENT AREA



**RECEIVED**

JAN 19 2010

**ASSESSMENT DIVISION  
OF SUSSEX COUNTY**

Recorder of Deeds  
John F. Brady  
Jan 19, 2010 03:23P  
Sussex County  
Doc. Surcharge Paid

Consideration: .00

County	.00
State	.00
Town	Total
	.00

Received: Dana L Jan 19, 2010

CHAR2095253v17

CHAR2095253v16