

November 30, 2007

John Mitchell
City of Eloy
628 North Main St.
Eloy, AZ 85231

Re: BRALU, L.L.C. Agreement regarding Driveways on Date Street for Farm Use

Dear Mr. Mitchell:

The purpose of this letter is to confirm our agreement regarding two driveways being installed on Date Street to permit the BRALU property to continue to be used for farming purposes. It is my understanding that we have agreed as follows:

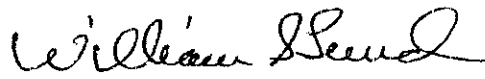
The City of Eloy will permit two driveways to be installed on Date Street (one on the north side and one on the south side) at the location shown on Exhibit A to this letter which will allow agricultural vehicles to cross Date Street to continue to farm the portion of the BRALU property located north of Date Street. In consideration with the City agreeing to allow these driveways to be installed, BRALU, L.L.C., for itself and for all future owners of the BRALU property, agree as follows:

1. BRALU, L.L.C. will require, in its lease with any farm tenant, that the farmer only cross Date Street at the location of the two driveways, to minimize farm traffic across Date Street.
2. BRALU, L.L.C. will agree that if any of the farm vehicles used to farm the BRALU property damage Date Street while crossing at this location, BRALU, L.L.C. will reimburse the City for the cost of making any required repairs to Date Street. The City agrees to notify BRALU promptly if it believes any such damage has occurred and provide BRALU with an explanation of why the City of Eloy believes any such damage was caused by the farming operation, as opposed to industrial traffic serving other portions of the business park. The agreement to repair damages caused by the farm operation shall cease when the north part of the BRALU parcel is no longer used for agricultural purposes.
3. If, when the BRALU parcels are developed, the driveways are not used in connection with the developed parcels, the owner of the applicable portion of the BRALU parcel shall be responsible for removing the driveway on its parcel and installing curb and gutter meeting the City of Eloy's standard.
4. BRALU, L.L.C. agrees that it will cause any successor owners of the BRALU property (or portions thereof) to assume BRALU's obligations with respect to the portion of the property sold.

We understand that the City of Eloy will be relying upon this letter in agreeing to allow the driveways to be constructed on Date Street at the locations shown, and that therefore this letter will be a binding agreement on BRALU, L.L.C. once those driveways have been installed. We appreciate your cooperation in this matter.

Sincerely,

BRALU, L.L.C.

By 
William S. Lund
Manager

Date Street Driveway Exhibit 11-29-07

Santa Route 84

Bratu LLC

National Gypsum Company

Proposed Driveways
Sta 27+40.00

Sta 33+98.55

Date Street

Sta 51+14.99

Sta 71+79.99

La Palma Road

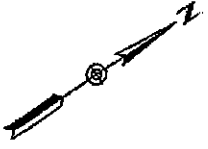
Sta 10+00.00

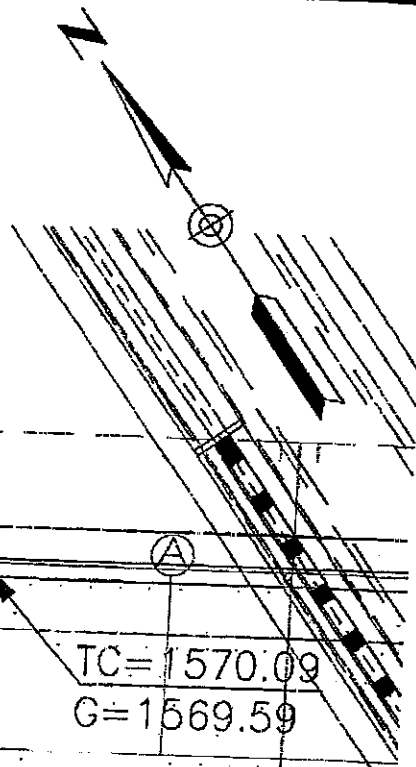
Sunshine Blvd

SSA Travel Center LLC

Bratu LLC

Interstate I-10





STA 27+40.00

12

TC=1569.71
G=1569.21

TC=1570.09
G=1569.59

27+00

27+40

28+00

TC=1569.71
G=1569.21

TC=1570.09
G=1569.59

27+40

STA 27+40.00

12



Reference Offsite Roadway Plans Sheet 8 of 15.

12 30' DRIVEWAY MAG 250

2 EA

EX: 11/26/07

Project: National Gypsum Wallboard Facility

11/26/07
Elroy, Arizona

Date St. Driveways at Sta 27+40



Geps group, Inc.
Engineers, Planners & Surveyors

2150-1 S. Country Club Dr. Ste. 22, Mesa, Arizona 85210
Phone (480) 603-2250 Fax (480) 603-2258