

Adams County Clerk/Recorder Book: 706 Page: 7130

Receipt #: 200203336 Pages Recorded: 18 Recording Fee: \$39.00 Rental Housing Support Program State Surcharge Pd 7/17/2006 \$10.00

Date Recorded: 7/17/2006 2:22:56 PM

Envelope

Lowe's Store Number 1680 Lowe's Store Location: Quincy, IL

# SECOND AMENDMENT TO EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT TO EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made as of this The day of July , 2006, by and among ORIX SANSONE QUINCY VENTURE, an Illinois general partnership ("Developer"), LOWE'S HOME CENTERS, INC., a North Carolina corporation ("Lowe's") and KOHL'S DEPARTMENT STORES, INC., a Delaware corporation ("Kohl's").

#### **RECITALS**

WHEREAS, Prairie Crossings, Inc, an Illinois corporation ("Prairie Crossings") and Lowe's entered into that certain Easements, Covenants, Conditions and Restrictions dated January 31, 2003, and recorded February 6, 2003 as document number 200302093 Book 620 Page 2093 as amended by a First Amendment to Easements, Covenants, Conditions and Restrictions recorded January 7, 2004 in Adams County, Illinois as Document No. 200400265, Book 704, Page 265 (collectively, the "ECCR"), encumbering certain real property located in the City of Quincy, County of Adams, State of Illinois which is more particularly described in the ECCR (the "Shopping Center");

**WHEREAS,** Lowe's is the fee owner of that portion of the Shopping Center referred to in the ECCR as the Lowe's Parcel which is legally described in <u>Exhibit A</u> attached hereto and made a part hereof (the "Lowe's Parcel");

WHEREAS, Developer, as successor in interest to Prairie Crossings, is the fee owner of that portion of the Shopping Center referred to in the ECCR as the Developer Parcel which is legally described in <u>Exhibit B</u> attached hereto and made a part hereof (the "Developer Parcel");

WHEREAS, Kohl's is the fee owner of that portion of the Shopping Center referred to in the ECCR as the Kohl's Parcel which is more particularly described on Exhibit B-1 attached hereto and made a part hereof (the "Kohl's Parcel");

**WHEREAS,** Developer, Lowe's and Kohl's desire to amend certain provisions of the ECCR as provided herein below.

#### **AGREEMENTS**

**NOW, THEREFORE**, in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. **<u>Defined Terms</u>**. Each capitalized term not otherwise defined herein shall have the meaning given to such term in the ECCR.
  - 2. **Amendments.** The ECCR is hereby amended as follows:

A. <u>Site Plan.</u> <u>Exhibit C</u> of the ECCR is hereby deleted and replaced in its entirety with <u>Exhibit C</u> attached hereto and made a part hereof. All references to the "Site Plan" in the ECCR or this Amendment shall mean and refer to the amended Site Plan attached hereto as Exhibit C.

B. <u>Permissible Building Areas.</u> Section 2.1(h) of the ECCR is hereby deleted and replaced in its entirety with the following:

"The term 'Permissible Building Area' or 'PBA' means an area on any Parcel, other than the Lowe's Parcel, designated as such on the Site Plan within which only a Building or structure of a certain size and height may be constructed as hereinafter more fully provided. No Building or structure (other than Common Area Improvements and bank kiosks) shall be erected or maintained outside of a Permissible Building Area, if the same is shown on the Site Plan, without the written consent of the Consenting Parties. However, no such restriction shall apply to the Lowe's Parcel. In addition, Retail A cannot be expanded north beyond its current boundary as reflected on the Site Plan."

(1) <u>Best Buy Exemption</u>. In Section 4.5(a), the phrase "Best Buy store" is hereby deleted and replaced in its entirety with the following:

"Best Buy located on Combined Outparcels 2 and 3"

(2) <u>Height Restriction</u>. Section 4.5(b) is hereby deleted and replaced in its entirety with the following:

"Any Building constructed on the Pod Building or Outparcels 5 or 6 shall not exceed twenty-five (25) feet in height plus rooftop equipment and architectural features which do not exceed twenty-five percent (25%) of the length of the side of the Building on which such architectural feature is located and an aggregate of thirty (30) feet in height when measured from the finished floor elevation of such Building. Any Buildings constructed on Retail B, Retail C, Retail D, Retail E or Retail F shall not exceed an aggregate of thirty (30) feet in height (inclusive of rooftop equipment and architectural features) as measured from the finished floor elevation of such Building. Any Building constructed on any other Outparcel (other than Combined Outparcels 2 and 3 if a Best Buy is located thereon) shall not exceed twenty-two (22) feet in height (excluding architectural features and rooftop equipment which shall not exceed an additional two (2) feet) when measured from the finished floor elevation of such Building. Any Building constructed on Combined Outparcels 2 and 3 if a Best Buy is located thereon shall not exceed a height of twentyseven (27) feet plus architectural features which do not exceed an aggregate of thirty-five (35) feet in height when measured from the finished floor elevation of such Building. Provided however, such restriction shall not apply to Retail A or the Mini Storage Building in the

event a hotel or motel is constructed thereon, but no such hotel or motel shall exceed two (2) stories in height."

- 3. <u>Recordation</u>. This Amendment shall be recorded in the real estate records of Adams County, Illinois.
- 4. <u>Counterparts.</u> This Amendment may be executed in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same agreement.
- 5. <u>Governing Provision</u>. In the event of a conflict between the provisions of this Amendment and the ECCR, the provisions of this Amendment shall govern, control and prevail.
- 6. <u>Survival of Remaining Terms</u>. Except as expressly modified in this Amendment, the terms and provisions of the ECCR are hereby ratified and affirmed and shall continue in full force and effect.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

# ORIX SANSONE QUINCY VENTURE, an Illinois general partnership

By:	ORIX Quincy, LLC,
	an Illinois limited liab

an Illinois limited liability company

Its: General Partner

By: ORIX REAL ESTATE EQUITIES, Capital

INC., a Delaware corporation Sole Member?

Its: So	le Memb	97	
	M		_
By: //_	W	Journal R. Bro	
Its:		President & C	<u> </u>

By: SANSONE QUINCY, LLC,

an Illinois limited liability company

Its: General Partner

By: SANSONE BROS. HOLDING CO.,

L.L.C.,

a Missouri limited liability company

Its: Sole Member

By:

LOWE'S HOME CENTER,	INC. See next page
By:	
Name:	
Title:	
Attest:	
Name:	
Title:	

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

# ORIX SANSONE QUINCY VENTURE, an Illinois general partnership

By:	ORIX Quincy, LLC,
Its:	an Illinois limited liability company General Partner
By:	ORIX REAL ESTATE EQUITIES, INC., a Delaware corporation
Its:	Sole Member
Ву:	
Its:	
By:	SANSONE QUINCY, LLC, an Illinois limited liability company
Its:	General Partner
By:	SANSONE BROS. HOLDING CO. L.L.C.,
₹.	a Missouri limited liability company
Its:	Sole Member
By:	
Its:	

### LOWE'S HOME CENTERS, INC.

By: David Name:	E Shellow cas in	Bland
Name:	David E. Shelton	<u>(</u> 4024
Title:	Senior Vice President	PIM
Attest:	Min W/ See all	SARO
Name:	Kevin D. Bennett	18
Title:	Assistant Socretary	٠. سرا

KOHL'S DEPARTMENT STORES, INC.

By: Mull Name: Michael D. Distel

Title: Senior Vice President of Real Estate

Attest: Name: Richard D. Schepp

Title: Secretary

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STATE OF \L) SS.
COUNTY OF COOK )
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared R. Rown, to me known to be the RESIDENT CED of ORIX Real Estate Equities, Inc., the corporation that executed the foregoing instrument as the sole member of ORIX Quincy, LLC, a general partner of ORIX Sansone Quincy Venture, and acknowledged that he signed said instrument in such capacity, as his free and voluntary act and as the free and voluntary act of such entity, for the uses and purposes therein mentioned.
Witness my hand and official seal this 25 day of MA, 2006.  Notary Public
My Commission Expires:  OFFICIAL SEAL NOREEN LEYDEN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:000000

STATE OF ILLINOIS ) ) SS.
COUNTY OF ADAMS )
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared amount. It is more to me known to be the
My Commission Expires:
5/19/08

STATE OF Josh Carolina	)	
	)	SS
COUNTY OF Wilkes	)	

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared <u>Novide Shelton</u>, to me known to be the <u>Sk. Vice President</u> of Lowe's Home Centers, Inc., the corporation that executed the foregoing instrument, and acknowledged that he signed the said instrument in such capacity, as his free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein mentioned.

Witness my hand and official seal this 5th day of July

, 2006.

Notary Public

My Commission Expires:

1/25/10

SHERRY LUCKEY
Notary Public, North Carolina
Wilkes County
My Commission Expires
January 25, 2010

STATE OF WISCONSIN )			
COUNTY OF WAUKESHA )	SS.		
I, the undersigned, a No	otary Public in and for said Co	unty, in the Sta	ite aforesaid, do Distel and
I, the undersigned, a No hereby certify that before me or known to be the Secretary executed the foregoing instrum	ent, and acknowledged that he	e signed the sai	d instrument in such
capacity, as his free and volunt the uses and purposes therein n	•	untary act of su	ich corporation, for
Witness my hand and of	ficial seal this 22nd day of _	May	, 2006.
	Notary Public	my	ke
	·		NISNO STATE
My Commission Expires:			KE A Y A Y A Y A Y A Y A Y A Y A Y A Y A
October 18, 2009			TON 65

#### **EXHIBIT A**

## LEGAL DESCRIPTION OF LOWE'S PARCEL

PART OF THE NORTHWEST QUARTER OF SECTION THREE (3) AND PART OF THE NORTHEAST QUARTER OF SECTION FOUR (4), TOWNSHIP TWO (2) SOUTH, RANGE EIGHT (8) WEST OF THE FOURTH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION THREE (3) (A CUT "+" IN THE PAVEMENT); THENCE SOUTH 01 DEGREES 15 MINUTES 32 SECONDS WEST, 446.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 59 MINUTES 08 SECONDS EAST, 277.82 FEET; THENCE NORTH 85 DEGREES 26 MINUTES 28 SECONDS EAST, 53.06 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 32.92 FEET, AND A LENGTH OF 48.51 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 57 SECONDS EAST, 188.84 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 377.92 FEET, AND A LENGTH OF 73.07 FEET (TO THE SOUTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 104); THENCE SOUTH 83 DEGREES 54 MINUTES 23 SECONDS EAST, (ALONG SAID SOUTH RIGHT OF WAY) 93.66 FEET; THENCE (LEAVING SAID RIGHT OF WAY) ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 157.92 FEET, AND A LENGTH OF 5.56 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 57 SECONDS WEST, 157.68 FEET; THENCE SOUTH 12 DEGREES 23 MINUTES 32 SECONDS WEST, 61.19 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 57 SECONDS WEST, 12.63 FEET; THENCE SOUTH 04 DEGREES 09 MINUTES 49 SECONDS EAST, 23.36 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 32.92 FEET, AND A LENGTH OF 45.76 FEET; THENCE SOUTH 83 DEGREES 44 MINUTES 21 SECONDS EAST, 0.93 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 52 SECONDS WEST, 49.13 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 08 SECONDS WEST, 134.90 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 52 SECONDS WEST, 389.83 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 08 SECONDS EAST, 2.83 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 52 SECONDS WEST, 526.62 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 11 SECONDS WEST, 339.39 FEET (TO THE WEST LINE OF SAID SECTION 3); THENCE NORTH 88 DEGREES 34 MINUTES 11 SECONDS WEST, 368.96 FEET; THENCE NORTH 06 DEGREES 05 MINUTES 08 SECONDS EAST, 681.56 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 306.58 FEET AND A LENGTH OF 387.84 FEET; THENCE NORTH 19 DEGREES 50 MINUTES 32 SECONDS WEST, 281.50 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 08 SECONDS WEST, 24.76 FEET; THENCE NORTH 01 DEGREES 00 MINUTES 52 SECONDS EAST, 29.63 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 27 WEST, 45.78 FEET; THENCE SOUTH 65 DEGREES 57 MINUTES 47 SECONDS WEST, 129.64 FEET; THENCE NORTH 24 DEGREES 02 MINUTES 13 SECONDS WEST, 9.68 FEET (TO THE SOUTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 104); THENCE NORTH 66 DEGREES 04 MINUTES 10 SECONDS EAST, (ALONG SAID SOUTH RIGHT OF WAY) 120.86 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 05 SECONDS EAST, 67.68 FEET; THENCE (LEAVING SAID RIGHT OF WAY)

SOUTH 19 DEGREES 50 MINUTES 32 SECONDS EAST, 322.06 FEET; THENCE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 306.58 FEET AND A LENGTH OF 56.47 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 08 SECONDS EAST, 7.50 FEET TO THE EAST LINE OF SAID SECTION FOUR (4) AND THE POINT OF BEGINNING, CONTAINING 661,437.0 SQUARE FEET AND 15.2 ACRES.

#### **EXHIBIT B**

#### LEGAL DESCRIPTION OF DEVELOPER PARCEL

PART OF THE NORTHWEST QUARTER OF SECTION THREE (3) AND PART OF THE NORTHEAST QUARTER OF SECTION FOUR (4), TOWNSHIP TWO (2) SOUTH, RANGE EIGHT (8) WEST OF THE FOURTH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE WEST OUARTER CORNER OF SAID SECTION THREE (3); THENCE NORTH 01 DEGREE 15 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION THREE (3), A DISTANCE OF 1,623.79 FEET TO A 5/8" PIN, BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 34 MINUTES 11 SECONDS WEST, 807.11 FEET TO THE EAST RIGHT OF WAY LINE OF F.A.P. ROUTE 407 (ROUTE 172); THENCE NORTH 08 DEGREES 22 MINUTES 51 SECONDS WEST ALONG SAID EAST LINE 62.27 FEET; THENCE NORTH 14 DEGREES 00 MINUTES 07 SECONDS EAST ALONG SAID EAST LINE 566.79 FEET; THENCE NORTH 26 DEGREES 44 MINUTES 17 SECONDS EAST ALONG SAID EAST LINE 685.94 FEET TO THE SOUTH RIGHT OF WAY LINE OF F.A. ROUTE 745 (IL 104); THENCE NORTH 66 DEGREES 04 MINUTES 34 SECONDS EAST ALONG SAID SOUTH LINE 165.53 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 29 SECONDS EAST ALONG SAID SOUTH LINE 247.77 FEET TO THE EAST LINE OF SECTION FOUR (4); THENCE NORTH 89 DEGREES 22 MINUTES 29 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF F.A. ROUTE 745 (IL 104) A DISTANCE OF 252.46 FEET; THENCE SOUTH 83 DEGREES 54 MINUTES 23 SECONDS EAST ALONG SAID SOUTH LINE 401.53 FEET: THENCE NORTH 82 DEGREES 09 MINUTES 32 SECONDS EAST ALONG SAID SOUTH LINE 576.00 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 24 SECONDS EAST ALONG SAID SOUTH LINE 93.25 FEET TO THE WEST RIGHT OF WAY LINE OF TR-134 (63RD STREET); THENCE SOUTH 88 DEGREES 50 MINUTES 24 SECONDS EAST, 33.00 FEET TO A R.R. SPIKE ON THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION THREE (3): THENCE SOUTH 01 DEGREES 49 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE 1,384.28 FEET TO A R.R. SPIKE; THENCE NORTH 88 DEGREES 34 MINUTES 11 SECONDS WEST, 1,333.95 FEET TO THE POINT OF BEGINNING, CONTAINING 59.94 ACRES;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT, TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION THREE (3) (A CUT "+" IN THE PAVEMENT); THENCE SOUTH 01 DEGREES 15 MINUTES 32 SECONDS WEST, 446.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 59 MINUTES 08 SECONDS EAST, 277.82 FEET; THENCE NORTH 85 DEGREES 26 MINUTES 28 SECONDS EAST, 53.06 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 32.92 FEET, AND A LENGTH OF 48.51 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 57 SECONDS EAST, 188.84 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 377.92 FEET, AND A LENGTH OF 73.07 FEET (TO THE SOUTH RIGHT OF WAY LINE OF ILLINOIS ROUTE

104); THENCE SOUTH 83 DEGREES 54 MINUTES 23 SECONDS EAST, (ALONG SAID SOUTH RIGHT OF WAY) 93.66 FEET; THENCE (LEAVING SAID RIGHT OF WAY) ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 157.92 FEET, AND A LENGTH OF 5.56 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 57 SECONDS WEST, 157.68 FEET; THENCE SOUTH 12 DEGREES 23 MINUTES 32 SECONDS WEST. 61.19 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 57 SECONDS WEST, 12.63 FEET; THENCE SOUTH 04 DEGREES 09 MINUTES 49 SECONDS EAST, 23.36 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 32.92 FEET, AND A LENGTH OF 45.76 FEET; THENCE SOUTH 83 DEGREES 44 MINUTES 21 SECONDS EAST, 0.93 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 52 SECONDS WEST, 49.13 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 08 SECONDS WEST, 134.90 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 52 SECONDS WEST, 389.83 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 08 SECONDS EAST, 2.83 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 52 SECONDS WEST, 526.62 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 11 SECONDS WEST, 339.39 FEET (TO THE WEST LINE OF SAID SECTION 3); THENCE NORTH 88 DEGREES 34 MINUTES 11 SECONDS WEST, 368.96 FEET; THENCE NORTH 06 DEGREES 05 MINUTES 08 SECONDS EAST. 681.56 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 306.58 FEET AND A LENGTH OF 387.84 FEET; THENCE NORTH 19 DEGREES 50 MINUTES 32 SECONDS WEST, 281.50 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 08 SECONDS WEST, 24.76 FEET; THENCE NORTH 01 DEGREES 00 MINUTES 52 SECONDS EAST, 29.63 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 27 WEST, 45.78 FEET; THENCE SOUTH 65 DEGREES 57 MINUTES 47 SECONDS WEST, 129.64 FEET; THENCE NORTH 24 DEGREES 02 MINUTES 13 SECONDS WEST, 9.68 FEET (TO THE SOUTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 104); THENCE NORTH 66 DEGREES 04 MINUTES 10 SECONDS EAST, (ALONG SAID SOUTH RIGHT OF WAY) 120.86 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 05 SECONDS EAST, 67.68 FEET; THENCE (LEAVING SAID RIGHT OF WAY) SOUTH 19 DEGREES 50 MINUTES 32 SECONDS EAST, 322.06 FEET; THENCE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 306.58 FEET AND A LENGTH OF 56.47 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 08 SECONDS EAST, 7.50 FEET TO THE EAST LINE OF SAID SECTION FOUR (4) AND THE POINT OF BEGINNING. CONTAINING 661,437.0 SQUARE FEET AND 15.2 ACRES.

#### EXHIBIT B-1

#### LEGAL DESCRIPTION OF 8.15 ACRE KOHL'S PARCEL

PART OF THE NORTHWEST QUARTER OF SECTION 3 IN TOWNSHIP 2 SOUTH, RANGE 8 WEST OF THE 4<sup>TH</sup> PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3; THENCE S 01° 15' 32" W, 446.05 FEET, THENCE S 88° 59' 08" E, 467.34 FEET TO THE POINT OF BEGINNING; THENCE N 01° 00' 52" E, 15.03 FEET; THENCE S 88° 58' 40" E, 404.17 FEET; THENCE S 01° 00' 54" W, 452.16 FEET; THENCE N 88° 59' 07" W, 49.87 FEET; S 01° 00' 53" W, 377.38 FEET; THENCE N 88° 59' 17" W, 404.44 FEET; THENCE N 01° 00' 12" E, 767.52 FEET; THENCE S 88° 59' 08" E, 50.30 FEET; THENCE N 01° 00' 52" E, 47.06 FEET TO THE POINT OF BEGINNING CONTAINING 8.15 ACRES.

**EXHIBIT C** 

SITE PLAN

[see attached]

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