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Easements, Covenants, Conditions and Restrictions

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39 Mill Street
Montgomery, IL **60538**

HC-2002AS-1216

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EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS

THESE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "ECCR"), are made and entered into as of the 31st day of January, 2003, by and between PRAIRIE CROSSINGS, INC., an Illinois corporation, ("Developer") and LOWE'S HOME CENTERS, INC., a North Carolina corporation ("Lowe's") (the foregoing parties hereinafter collectively referred to as the "Parties");

W I T N E S S E T H :

WHEREAS, Lowe's is the owner of that certain tract of real property consisting of approximately 15.2 acres located in Adams County, State of Illinois, as more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Lowe's Parcel"); and

WHEREAS, Developer is the owner of a certain tract of real property located in Adams County, State of Illinois, located contiguous with and adjacent to the Lowe's Parcel, which is more particularly described in Exhibit B attached hereto and made a part hereof for all purposes (the "Developer Parcel"); and

WHEREAS, both the Lowe's Parcel and the Developer Parcel are further designated on the site plan of the overall shopping center development, attached hereto and made a part hereof as Exhibit C for all purposes (the "Site Plan").

NOW, THEREFORE, Developer and Lowe's hereby declare, agree, covenant and consent that all of the real property described on Exhibit A and Exhibit B shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are imposed on such real property to run with the real property and be binding on and inure to the benefit of all parties having any right, title or interest in the described Parcels or any part thereof, their heirs, successors and assigns for the purpose of development and operation of the respective Parcels of Lowe's and Developer in an integrated shopping center and to protect the value of such respective Parcels. Further, in consideration of the premises, the agreements and the covenants of the Parties hereto, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

BASIC DEFINITIONS

Section 1.1 "Common Area" shall mean all real property owned by the Parties for the common use and enjoyment of the Owners, including non-dedicated streets, as shown and referred to as "Common Area" on the Site Plan.

Section 1.2 "Consenting Party" shall mean and refer to the Owner of the Lowe's Parcel and the Owner of the Developer Parcel. There shall be only two (2) Consenting Parties for the Shopping Center consisting of only one Consenting Party representing the Developer Parcel and only one Consenting Party representing the Lowe's Parcel. In the event that the Lowe's Parcel or the Developer Parcel are further subdivided or conveyed so there are two or more Owners for either the Lowe's Parcel or the Developer Parcel, the current Consenting Party shall designate the particular parcel of the subdivided Parcel whose Owner shall succeed as the Consenting Party.

Section 1.3 "Default Rate" shall mean the rate of interest that is the lesser of (i) twelve (12%) per annum and (ii) the maximum rate allowed by applicable law.

Section 1.4 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel which is a part of the Shopping Center, as hereinafter defined, but excluding those having such interest merely as security for the performance of any obligation.

Section 1.5 "Parcel" shall mean and refer to any parcel of land shown on the Site Plan. "Outparcel" shall mean and refer to any and every parcel of land identified as a numbered or lettered outparcel on the Site Plan. Every Outparcel shall be a Parcel from the date of recording of a subdivision map showing the Outparcel, so that all references herein to Parcels shall apply with equal force to Outparcels; however, references to Outparcels shall be specific to Outparcels as herein defined.

Section 1.6 "Shopping Center" shall mean and refer to the Lowe's Parcel and the Developer Parcel as shown on the Site Plan, located in the City of Quincy, County of Adams, State of Illinois.

ARTICLE II

EASEMENTS

Section 2.1 Definitions and Documentation. For the purposes of this Article II, the following will apply:

(a) An Owner granting an easement is called the "Grantor", it being intended that the grant shall thereby bind and include not only such Owner but also its successors and assigns.

(b) An Owner to whom the easement is granted is called the "Grantee", it being intended that the grant shall benefit and include not only such Owner but its successors, assigns, occupants and permittees; although not for the direct benefit of permittees, the Grantee may permit from time to time its occupants and permittees to use such easements; provided, however, that no such permission nor the division of the dominant estate shall permit or result in a use of the easement in excess of the use contemplated at the date of the creation of such easement.

(c) The term "Building(s)" means any permanently enclosed structure(s) which has (have) been, will be or may be placed, constructed or located on a Parcel within an Owner's Permissible

Building Area, (as that term is hereinafter defined in Section 2.1(h), which for the purpose of this ECCR shall include any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions, but such term does not include Common Area Improvements (as that term is hereinafter defined in Section 2.1(d)).

(d) The term "Common Area Improvements" means all improvements which will be or may be constructed on a Parcel under the terms of this ECCR within the Common Areas of the Shopping Center, being those areas designated on the Site Plan for the common enjoyment and use of all Owners, their successors, assigns, occupants and permittees such as certain access and egress drives, service drives, lighting standards, sidewalks, and all other improvements which would be part of the "Common Area" under the above definition, and all improvements constructed from time to time in replacement of the same or in such redesign or reconfiguration of the same as may be agreed to by both of the Consenting Parties.

(e) The term "Common Utility Facilities" means utility systems and facilities from time to time situated on or serving the Shopping Center, up to the building wall of any Building, for use or service in common by the Owners or for the service of the Common Area, such as the following: storm drainage, retention and disposal facilities and sanitary sewer systems, manholes, underground domestic and fire protection water systems, underground natural gas systems, underground electric power cables and systems, underground telephone and television cables and systems, and all other utility systems and facilities for such common use or service, including, without limitation, those installed under the provisions of this ECCR and as replacements thereto.

(f) The term "Improvement(s)" means Building(s) and the Common Area Improvements on a Parcel.

(g) The word "in" with respect to an easement granted "in" a particular Parcel means, as the context may require, "in," "to," "on," "over," "through," "upon," "across," and "under," or any one or more of the foregoing.

(h) The term "Permissible Building Area" or "PBA," means an area on any 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) (other than 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.

(i) The term "Separate Utility Facilities" means any of the following not installed under the terms of this ECCR for use in common by other Owners nor for service of the Common Area: storm drainage facilities and sanitary sewer systems (including, without limitation, underground storm

and sanitary sewer systems), underground domestic and fire protection water systems, underground natural gas systems, underground electric power, cables and systems, underground telephone and television cables and systems, and all other utility systems and facilities reasonably necessary for the use or service of any Improvement.

(j) All easements granted herein are non-exclusive and are irrevocable and perpetual.

(k) All easements granted herein shall be easements appurtenant and not easements in gross.

(l) In the event an Owner transfers or conveys a portion of its Parcel in accordance with the terms of this ECCR, those easements granted under this Article II which benefit, bind, and burden the remainder of the Parcel not transferred or conveyed shall benefit, bind, and burden the portion of the Parcel so transferred or conveyed, and those easements granted under this Article II which benefit, bind, and burden the portion so transferred or conveyed shall benefit, bind, and burden the remainder of the Parcel of which it was a part.

(m) All easements granted hereunder and herein shall exist by virtue of this ECCR, without the necessity of confirmation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel, in accordance with the terms hereof, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the request of an Owner, the other Owners will sign and acknowledge a document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is approved by the other Owners. No grant of an easement pursuant to this Article II shall impose any greater obligation on any Owner to construct or maintain its Building(s) except as expressly provided in this ECCR.

Section 2.2 Easements for Use of Common Area. Each Owner hereby grants to the other Owner, and to the agents, customers, invitees, licensees, tenants and employees of each Owner, easements in the Common Area and internal roadways and walkways on its (Grantor's) Parcel for:

(a) ingress to and egress from the Grantee's Parcel;

(b) the passage of vehicles (provided, however, the Owner of the Lowe's Parcel may conduct parking lot sales, and/or other business, and/or display merchandise in that portion of the Common Area directly in front of any Building thereon so long as it does not interfere with ingress and egress; and is not in violation of any applicable law or ordinance). Furthermore, notwithstanding anything herein to the contrary, the Owner of the Lowe's Parcel shall have the right, but not the

obligation, to install and maintain bank teller machine(s) or similar kiosk type structure(s) in its parking areas;

(c) the passage and accommodation of pedestrians (provided, however, the Owner of the Lowe's Parcel may display merchandise, conduct sidewalk sales and other business on the sidewalks on the Lowe's Parcel so long as pedestrian passage is not obstructed and may otherwise enclose and/or redesign its sidewalk areas without the need of obtaining any other Owner's consent); and

(d) the doing of such other things as are authorized or required to be done on the Common Area under this ECCR;

Provided, however, that such easements are limited to such portions of the Common Area and internal roadways and walkways of the Grantor's Parcel as are now or hereafter from time to time set aside or intended to be set aside, maintained and authorized for such use under this ECCR, specifically including those portions of the Common Area shown on the Site Plan.

Provided further that the Owners hereby specifically disclaim any intention to create any reciprocal parking easements between the Lowe's Parcel and the Developer Parcel.

Enjoyment and use of the easements granted by this Section 2.2 shall commence on the date the Common Area Improvements with respect to the Common Area in question or the internal roadways and walkways, as applicable, are substantially completed.

Each Owner hereby reserves the right to eject from the Common Area on its Parcel any person not authorized to use the same. In addition, each Owner reserves the right to close off the Common Area of its Parcel, or portions thereof, for such reasonable periods of time as may be legally necessary in the reasonable opinion of its attorneys to prevent the acquisition of prescriptive rights by anyone. Before closing off any part of the Common Areas as provided above, such Owner must give notice to the Consenting Parties of its intention to do so and must coordinate such temporary closing with the activities of the other Owners so that no unreasonable interference with the operation of the Shopping Center occurs.

The easements provided for in this Section 2.2 are subject to the rights to use and the restrictions on use of the Common Area provided for in this ECCR. No changes shall be made in the Common Area or in the location, configuration or design of Common Area Improvements without the consent of both Consenting Parties and except as otherwise herein provided. Notwithstanding the foregoing, Lowe's has the right to change and/or reconfigure the Common Area and the Common Area Improvements on the Lowe's Parcel at any time provided same does not adversely impact the Shopping Center.

Section 2.3 Easements for Access Roads. Each Owner hereby grants to the other Owner(s), and to the agents, customers, invitees, licensees, tenants, and employees of each Owner, easements for pedestrian and vehicular traffic in those strips of land (not less than the widths therefor shown on the Site

Plan) on its (Grantor's) Parcel which are shown on the Site Plan as roadways for the purpose of providing ingress to and egress from the Grantee's Parcel and each of Broadway Street and 63rd Street (hereinafter collectively referred to as the "Access Roads") together with the following rights and subject to the following restrictions and reservations:

(a) The use of the Access Roads by any person entitled to the use thereof shall be in common with all other such persons. The Access Roads and the land upon which they are located shall be considered in all respects part of the Common Area, and the improvements thereon shall be considered in all respects part of the Common Area Improvements;

(b) As further provided in Section 2.9 herein, Grantors of the Access Roads agree not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways which comprise the Access Roads, except to the extent necessary for reasonable repair and maintenance, traffic regulation and control, and to prevent a dedication thereof or the accrual of any prescriptive rights to any person therein; and

(c) Neither the access and egress points nor the drive lanes as shown on the Site Plan shall be changed without the written permission of the Consenting Parties, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, Lowe's has the right to change and/or reconfigure the Access Roads and the drive lanes on the Lowe's Parcel without the consent of the other Consenting Party.

Section 2.4 Easements for Utility Facilities. Each Owner hereby grants to the other Owners perpetual easements in the Common Area on its (Grantor's) Parcel, for the installation, use, operation, maintenance, repair, replacement, relocation and removal of Common Utility Facilities and Separate Utility Facilities serving the Parcel of the Grantee.

All Separate Utility Facilities installed in the Common Area, whether installed under this Section 2.4 or otherwise, and all Common Utility Facilities, shall be underground, if reasonably possible, and the location of the Separate Utility Facilities shall be subject to the approval of the Owner across whose Parcel the same are to be located.

Except as otherwise provided herein, the Grantee of any easement for Separate Utility Facilities under this Section 2.4 shall be responsible, as between such Grantee and the Grantor, for the installation, maintenance, repair and removal at Grantee's cost of all Separate Utility Facilities installed by the Grantee pursuant to the easement grant, as well as for all Separate Utility Facilities installed by the Grantee on its own Parcel. Any such installation, maintenance, repair, replacement, relocation and removal of Separate Utility Facilities shall be performed by Grantee only after thirty (30) days advance notice to Grantor of Grantee's intention to do such work. However, in the case of an emergency (whereby either persons or property are in immediate danger of substantial damages and/or harm), any

such work may be immediately performed after giving such advance notice to Grantor as is practicable and reasonable under the circumstances. In addition, the Parties agree that all such installation, maintenance, repair and removal shall be performed in a manner that causes as little disturbance to Grantor as may be practicable under the circumstances and any and all portions of the surface area of Grantor's Parcel which may have been excavated, damaged or otherwise disturbed as a result of such work shall be restored, at the sole cost and expense of Grantee, to at least the same condition as existed prior to the commencement of any such work. No such work or restoration, except emergency repair work, shall be carried on during the period from October 14th through the next succeeding January 15th, or on any weekends.

Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liens, losses, liabilities, costs or expenses (including reasonable attorney's fees), incurred in connection with Grantee's use of the Separate Utility Facilities easements under this Section 2.4, except to the extent occasioned by Grantor's negligent or wrongful act or omission to act.

The Grantor of any easement for Separate Utility Facilities under this Section 2.4 may use the utility facilities installed pursuant to such easement; provided, however, that any increase in costs incurred in order to make such utility facilities adequate to serve Grantor's additional use shall be borne by such Grantor; and provided, further, that Grantor gives written notice within the time period called for under subparagraph (a) and otherwise complies with the requirements of subparagraphs (b), (c) and (d) of the following paragraph of this Section 2.4.

Except during the period from October 14th through the following January 15th, the Grantor of any easement under this Section 2.4 may relocate on its Parcel any Separate Utility Facilities or Common Utility Facilities installed thereon under any easement granted by it; provided, however, that such relocation:

(a) may be performed only after Grantor has given Grantee thirty (30) days' written notice of its intention to relocate such facilities;

(b) shall not interfere with or diminish the utility services to the Grantee (however, temporary interferences with and diminutions in utility services shall be permitted if they occur during the non-business hours of the Grantee, and Grantee has been so notified under Subsection 2.4(a). Grantor shall promptly reimburse Grantee for all costs, expenses and losses incurred by Grantee as a result of such interferences or diminutions, or both;

(c) shall not reduce or unreasonably impair the usefulness or function of the facilities in question;

(d) shall be located underground, as reasonably possible; and

(e) shall be performed without cost or expense to Grantee, and, if Common Utility Facilities or Separate Utility Facilities which provide service to the Grantee are involved, in accordance with plans approved by the Grantee.

All Common Utility Facilities lying within any Common Area shall for all purposes be deemed to be included within the definition of Common Area Improvements.

Nothing herein shall be construed to grant any Owner the right to utilize, drain, or otherwise alter natural water flow into any detention or retention facilities located on or exclusively serving any other Owner's Parcel, unless the same is shown on the Site Plan as being located within a Common Area.

In addition to the foregoing, Developer hereby grants to Lowe's utility easements in those portions of the Developer Parcel as required, permitted or made necessary as a result of the stubbing of utilities to the Lowe's Parcel short of the Lowe's Parcel under the SDA (as defined below), in locations as Lowe's and Developer may mutually agree.

Section 2.5 Construction Easements. Each Owner hereby grants to the other Owners temporary construction related easements in the Common Area of its (Grantor's) Parcel, and where appropriate and necessary on the remainder of its (Grantor's) Parcel, but only prior to the commencement of construction by Grantor of Improvements on its own (Grantor's) Parcel, for the purpose of facilitating the initial construction of the Grantee Improvements contemplated within this ECCR. In addition, Developer specifically grants Lowe's a temporary construction easement to construct its truck turnaround area as provided in Section 2.10 below.

With respect to any Parcels on which fresh dirt is dumped, the area shall be sloped to meet any contiguous property within the Shopping Center or any public roads, and shall be smoothed in a level manner consistent with the contours of the adjoining property or in accordance with a grading plan approved by the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

The location and use of all temporary construction easements under this Section 2.5 shall be subject to the reasonable approval of Grantor.

Each Grantee agrees to pay the Grantor any additional cost of construction, maintenance, repair and replacement of any improvement or structure constructed by Grantor which may arise on account of or due to Grantee's exercise of its temporary construction easement rights under this Section 2.5. Each Grantee further agrees to use due care in the exercise of the rights granted under this Section 2.5 and, in the event the exercise of the rights granted under this Section 2.5 requires Grantee to enter upon the Parcel of Grantor, to first obtain the consent of Grantor as to the specific activities, methods and timing in the exercise of such rights so as to avoid cost or damage to Grantor.

Each Party covenants and agrees, respectively, that its exercise of such easements shall not result in damage or injury to the Building(s) or other Improvements of the other Owner, and shall not interfere with or interrupt the business operations conducted by any other Owner in the Shopping Center.

Furthermore, the Parties agree that once the final topcoat of asphalt or concrete paving has been placed on the Lowe's Parcel or any Common Area access, egress and service drives to the Lowe's Parcel, all construction traffic to or from the Developer Parcel on such paving and driveways shall immediately cease. In addition, each Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all improvements of Grantor which have been damaged or destroyed in the exercise by Grantee of the easements granted under this Section 2.5 and shall defend, indemnify and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees) incurred in connection with or arising out of Grantee's exercise of said temporary construction easements, except to the extent occasioned by Grantor's grossly negligent or wrongful acts or omissions.

Any Grantee improvements made within such temporary construction easements shall, for purposes of cost allocation due to maintenance, operation, insurance, taxes, repairs, reconstruction and restoration under this ECCR, be deemed to be part of the Grantee's Parcel and Building and shall be deemed not to be part of the Grantor's Parcel or Building for such purposes.

Except as reasonably necessary during the construction of any Building, no structure of a temporary character shall be erected or allowed to remain on any Parcel.

In addition, Developer hereby grants to Lowe's a temporary construction entrance easement in that portion of the Developer Parcel being a strip one hundred (100) feet in width adjacent to and to the east of the main entrance to the Shopping Center as shown on the Site Plan (and being located on Outparcel 8 as designated thereon), running from Broadway Street to the Lowe's Parcel and shall include an easement over the dirt entrance to the Shopping Center which exists as of the date hereof. This temporary construction entrance may be used by Lowe's during the construction of the Building on the Lowe's Parcel and until Lowe's has completed construction of its Building and the main entrance has been constructed in accordance with the terms of that certain Site Development Agreement entered into between the parties as of an even date herewith (the "SDA").

Section 2.6 Self-Help Easements. Each Owner hereby grants to the Owners of the Lowe's Parcel and the Developer Parcel an easement and license to enter upon its Parcel for the purpose of exercising the cure rights provided under Article V of this ECCR. Further, each Owner hereby grants to the Consenting Parties easements in the Common Area of its (Grantor's) Parcel for the installation, construction, repair, maintenance, relocation and removal of any and all Separate Utility Facilities and Common Area Improvements, if such installation, construction, repair, maintenance, relocation or removal is required or permitted under the other provisions of this ECCR. Each Grantee of the easements

granted under this Section 2.6 shall defend, indemnify and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including attorney's fees) incurred in connection with or arising out of Grantee's use of said easements, except to the extent occasioned by the Grantor's negligent or wrongful act or omission to act. The duration of the easements granted under this Section 2.6 shall be coterminous with the respective provisions of the ECCR which give the Grantee the right or the obligation to perform the work described in this Section 2.6.

Section 2.7 Easements to Public Utilities. Any grant or other conveyance of an easement to a public utility by a Grantor on its Parcel shall, without necessity of further recital in the conveyancing instrument, be deemed to include the following conditions, covenants and restrictions to which such public utility and its successors shall be bound unless specifically stated otherwise in such instrument.

- (a) The easement is non-exclusive;
- (b) All facilities installed pursuant to the easement shall be underground, except for manhole and manhole covers which shall be flush with adjacent grade, and except as otherwise shown on plans approved by Grantor;
- (c) Grantor retains the right to use the surface areas as Grantor sees fit;
- (d) Grantor reserves the right to require Grantee to relocate its facilities (and vacate the easement) to another location on Grantor's Parcel, subject to the conveyance of a similar easement, all at Grantor's cost and expense;
- (e) Grantee shall not, in its use or installation, interfere with other installations and easements in the area;
- (f) Grantee shall protect its facilities against uses of the surface made by Grantor and others;
- (g) Grantee shall make adequate provisions for the safety and convenience of all persons using the area;
- (h) Grantee, following installation or other work, shall replace and restore the areas and improvements to the condition in which they were immediately prior to performance of such installation and work;
- (i) Grantee shall defend, indemnify and hold harmless Grantor against all loss, liability, and costs (including reasonable attorney's fees) which may result to Grantor from the negligent act or omission of, its agents, employees and contractors; and
- (j) Grantee shall not permit any claim, lien or encumbrance to attach against Grantor's Parcel or any interest therein.

Section 2.9 No Barrier Agreement. No barriers, fences, walls, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and

pedestrian traffic between those portions of the Lowe's Parcel and the Developer Parcel from time to time devoted to pedestrian access, vehicular roadways or parking area, or shall in any manner unreasonably restrict or interfere with the use and enjoyment by the Consenting Parties of the rights and easements created by this Article II. In addition, each Owner may temporarily close or block traffic on its Parcel for the time necessary for the purpose of protecting ownership rights and preventing creation of easements to the public and unrelated third parties (provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Owner shall give fifteen (15) days written notice to each other Owner of its intention to do so and shall attempt to coordinate such closing with each other Owner, so that no unreasonable interference in the passage of pedestrians or vehicles shall occur), and may temporarily fence off portions of its Parcel as reasonably required for the purpose of repair, construction and reconstruction.

Section 2.10 Truck Turnaround Easement. Developer hereby grants to Lowe's a non-exclusive, perpetual, appurtenant easement in a thirty (30) foot strip of property on that portion of the Developer Parcel adjacent to the Lowe's Parcel and labeled "Remaining Developer Tract" on the Site Plan, sufficient for Lowe's to construct, maintain and replace a truck turnaround area and the surrounding and adjacent asphalt, concrete or pavement as shown on the Site Plan ("Turnaround Easement Area") and for the passage of trucks and other vehicular traffic. Developer hereby agrees that Developer shall construct no improvements in the Turnaround Easement Area or otherwise interfere or restrict Lowe's right to use such area as provided for in this paragraph.

ARTICLE III USE

Section 3.1 General Use Requirement. Every Parcel shall be used only for financial institutions, service shops, single-story offices of the type customarily found in retail shopping centers, retail stores selling retail merchandise normally carried in other shopping centers, and restaurants with over seventy (70%) percent of gross revenues from food sales.

Section 3.2 Nuisances. Subject to the provisions of Section 3.1, no Parcel shall be used for anything other than purposes which may be permitted by applicable zoning regulations, nor shall anything be done on any Parcel which shall constitute a public nuisance to the community.

Section 3.3 Use Restrictions.

(a) During the term of this ECCR no portion of the Shopping Center may be used for any of the following purposes without the written consent of the Consenting Parties:

- (i) A tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein

comprises less than thirty (30%) percent of the restaurant's gross revenues.

- (ii) A bowling alley, billiard parlor, bingo parlor, arcade, game room or other amusement center.
- (iii) A theater (motion picture or live performance).
- (iv) A health club, gymnasium or spa.
- (v) A service station, automotive repair shop or truck stop; provided, however, this shall not preclude a convenience store with fuel pumps such as a "QuikTrip" or "Breaktime".
- (vi) A flea market or pawn shop.
- (vii) A training or educational facility (including without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than customers).
- (viii) A car wash, except on an Outparcel and where the same shall have constructed and shall use sanitary sewer, water and storm water drainage lines entirely separate from those utilized by the Lowe's Parcel.
- (ix) A medical clinic or medical office.
- (x) A dry cleaning plant, central laundry or laundromat.
- (xi) An establishment for sale of automobiles, trucks, mobile homes, recreational motor vehicles.
- (xii) A child day care facility.
- (xiii) A hotel or motel, except that the foregoing restriction shall not prohibit a hotel or motel being located on Outparcels 12 and 13 as designated on the Site Plan.
- (xiv) A storage or mini warehouse facility.
- (xv) Governmental offices.

(b) During the term of this ECCR no portion of the Shopping Center may at any time be used for any of the following uses whatsoever:

- (i) An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts).

- (ii) A massage parlor.
- (iii) A skating rink.
- (iv) A mortuary, crematorium or funeral home.
- (v) A mobile home or trailer court, labor camp, junkyard or stockyard.
- (vi) A land fill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage.
- (vii) A telephone call center.
- (viii) A gambling establishment or betting parlor.
- (ix) Veterinary hospital or animal raising or keeping facilities.
- (x) Assembling, manufacturing, industrial, distilling, refining or smelting facility.

Section 3.4 Use Restrictions on the Developer Parcel. No portion of the Developer Parcel (including Outparcels) may be used for the following purposes:

- (a) A hardware store containing more than 5,000 square feet of floor area.
- (b) An appliance, home electronics and/or lighting store containing more than 5,000 square feet of floor area; provided, however, such restriction shall not apply to a Best Buy store or to a Circuit City store (or to a store which in the future is equivalent to Circuit City or Best Buy in that the size of such store, the products carried and sold by such store and the merchandising and marketing format of such store are substantially similar to existing Circuit City or Best Buy stores, and the majority of the products sold from such equivalent store are essentially similar to the products presently carried by Circuit City or Best Buy).
- (c) A nursery and/or lawn and garden store containing more than 3,000 square feet of floor area (including any outdoor areas).
- (d) A paint and/or home decor center containing more than 4,000 square feet of useable floor area.
- (e) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, home improvement service center and/or other stores or centers similar to those operated by or as Lowe's, Home Depot, Home Depot Expo, Villagers Hardware, 84 Lumber, Wickes, Hughes Lumber, McCoys, Menard's, Sears Hardware, Great Indoors, Sutherlands, Scotty's and Orchard Supply.

These restrictions or exclusive rights shall also apply to prohibit a larger business having space in its store devoted to selling the merchandise described in subparagraphs (a) through (d) when such space exceeds the limitations of subparagraphs (a) through (d).

Notwithstanding anything in the foregoing to the contrary, in the event a retail and/or warehouse home improvement center, lumber yard, building materials supply center, hardware store, lawn and garden store, appliance, home electronics and/or lighting store, and/or paint and/or décor center is not operated in any portion of the Lowe's Parcel for a period in excess of three (3) consecutive years (excluding temporary closings due to alterations, casualty, condemnation, or other unavoidable delays beyond the reasonable control of the Owner of the Lowe's Parcel), the above stated exclusives shall be of no further force and/or effect until such time as Lowe's or its successors, assigns or tenants shall re-open a store on any portion of the Lowe's Parcel for any one of the foregoing uses, which reopening shall not prohibit uses in violation of such exclusives if such uses were begun during such time as the above exclusive use restrictions were of no force and/or effect.

Section 3.5 Proprietary Rights Of Lowe's. Any owner, occupant or person owning, leasing or otherwise making use of any portion of the Shopping Center shall be deemed, by virtue of accepting such ownership, leasehold interest or making such use, to have covenanted and agreed that (i) the trade names, trademarks, service marks (including, without limitation, all logos, emblems, designs or designating words or names) utilized by Lowe's Home Centers, Inc. or its affiliated companies ("Lowe's"), in connection with the Shopping Center or the conduct of its business thereat are registered and/or the proprietary property of Lowe's or its affiliates, (ii) except as provided below, no usage of those marks or names will be made in naming or referring to any activity within or without the Shopping Center and (iii) no usage of such marks or names shall be made without the prior written consent of Lowe's and Lowe's legal counsel. Lowe's reserves the right to require any person or entity to whom it may grant a written right to use a given name or mark to enter into a formal written license agreement with Lowe's and to charge a fee or loyalty therefor.

Section 3.6 Building Line. No Buildings may be constructed on the Lowe's Parcel or on that portion of the Developer Parcel east of the Lowe's Parcel and located inside the perimeter road as shown on the Site Plan north of the "Building Limits Line" shown thereon, without the written consent of the Consenting Parties.

Section 3.7. Lowe's Excess Materials. Developer hereby agrees that during Lowe's initial construction of its Building, Lowe's, at its option, may either (i) stockpile and compact excess materials from the Lowe's Parcel on that portion of the Developer Parcel as directed by Developer, or (ii) haul such excess materials from the Shopping Center, whichever option Lowe's determines to be the most economically feasible for Lowe's.

ARTICLE IV

GENERAL CONSTRUCTION & DEVELOPMENT

Section 4.1 Development Timing. When any Building is constructed within the Permissible Building Area on a Parcel, the Common Area on that Parcel shall be developed in accordance with the

Site Plan at the expense of the Owner of said Parcel. If one Owner ("Developing Owner") constructs improvements on Developing Owner's Parcel prior to the development of another Parcel, Developing Owner shall have the right to grade, pave and use any portion of the Common Area of the non-developing Owner's Parcel. Developing Owner shall cause all of said work to be separately bid on a competitive basis, and the costs and proposed work shall be approved in advance by the non-developing Owner in writing, provided that such approval shall not be unreasonably withheld. The non-developing Owner agrees to reimburse Developing Owner for such costs when any portion of the non-developing Owner's Parcel is developed or upon the sale of any portion of the non-developing Owner's Parcel, whichever first occurs.

Except as provided in Section 7.6 hereof as to the Lowe's Parcel, no buildings or structures shall be erected or allowed to remain on any Parcel unless the plans and specifications for such structure have been approved by the Consenting Parties, which approval shall not be unreasonably withheld. A complete set of proposed construction plans including a site, foundation, floor plan and elevation drawings of all sides shall be presented to and approved in writing by the Consenting Parties prior to commencing clearing, grading, or construction of a building of any kind on any Parcel. If an Owner of a Parcel or portion thereof desires to erect a building or other structure, it shall make its request in writing to the Consenting Parties with a copy of all of the plans and specifications. The Consenting Parties shall then have sixty (60) days from receipt of the written request to object to the proposed plans and specifications. If the Consenting Parties do not object within the sixty (60) day period, then the proposed plans and specifications shall be deemed approved. Upon completion of the Building foundation, an actual field survey of the foundation shall be presented to the Consenting Parties to ensure that it has been constructed in accordance with the Site Plan. All improvements shall comply with the plans as presented by the Owner unless changes are approved in writing by the Consenting Parties. The right to make inspections necessary to assure compliance is reserved to the Consenting Parties. Weather permitting, all paving and landscaping will be finished upon completion of the Building, but in no event shall it be installed later than sixty (60) days after the Building is occupied. Total construction time from pouring footings to the completion of the Building ready for occupancy shall not exceed one (1) year.

Section 4.2 Developer Improvement Plans. Prior to construction of any Building(s) or other improvements on the Developer Parcel, Developer must submit architectural renderings describing the exterior elevations of the building and materials to be used for such construction to the Owner of the Lowe's Parcel for its approval, which approval shall not be unreasonably withheld. The Owner of the Lowe's Parcel shall have sixty (60) days from receipt of the written request to object to such proposed architectural renderings and materials. If the Owner of the Lowe's Parcel does not object within the sixty (60) day period, then the proposed architectural renderings and materials shall be deemed approved.

Section 4.3 Parking Requirements. Each Parcel, including all Outparcels, shall be self-supporting with respect to parking and shall each contain not less than 5.0 paved full size automobile parking spaces for each 1,000 square feet of building floor area constructed thereon, or the number of parking spaces required by applicable law, whichever is greater. Provided however, fifteen (15) spaces per each 1,000 square feet of building floor area constructed thereon will be required for restaurants.

Section 4.4 Pylon and Monument Signage.

(a) Main Entrance Sign. Developer shall, at its sole cost and expense, construct a monument sign as detailed in the plans and specifications attached hereto as Exhibit D-1 and made a part hereof at the location shown and labeled on the Site Plan as Development Sign A (the "Main Entrance Sign"). Lowe's shall have the right to place on the Main Entrance Sign, at Lowe's expense, a sign panel of Lowe's, in the location on the Main Entrance Sign and of a size and as detailed in the plans and specifications attached as Exhibit D-1. The Main Entrance Sign shall be separately metered to Developer. All of the costs of operation, maintenance, repair and replacement and illumination of the Main Entrance Sign shall be paid one-half each by Lowe's and Developer. The Main Entrance Sign shall be illuminated at a minimum during Lowe's operating hours or as otherwise may be required by City ordinance or other applicable law.

(b) Pylon Signs. Developer shall, at its sole cost and expense, construct two pylon signs (the "Pylon Signs") as detailed in the plans and specifications attached hereto as Exhibit D-2 and Exhibit D-3 and made a part hereof at the locations shown and labeled on the Site Plan as Development Sign B and Development Sign C. Lowe's shall have the right to place on both of the Pylon Signs, at Lowe's expense, sign panels of Lowe's in the location on the Pylon Signs and of a size as detailed in the plans and specifications attached hereto as Exhibits D-2 and D-3. The Pylon Signs shall be separately metered to Developer. All of the costs of operation, maintenance, repair, replacement and illumination of the Pylon Signs shall be paid one-half each by Lowe's and Developer. The Pylon Signs shall be illuminated at a minimum during operating hours, or as otherwise required by City ordinance or other applicable law. (Collectively, the Main Entrance Sign and the Pylon Signs shall be referred to herein as the "Signs" and may be individually referenced herein as a "Sign").

(c) Sign Easements. Lowe's hereby grants to Developer (i) an easement and right to erect the Main Entrance Sign on the Lowe's Parcel at the location shown and labeled on the Site Plan as Development Sign A and (ii) an easement and right to erect the Pylon Sign referenced in Exhibit D-2 on the Lowe's Parcel at the location shown and labeled on the Site Plan as Development Sign B in accordance with the applicable plans and specifications noted above. Developer and Lowe's hereby create and grant to the other and to each one's respective successors and assigns, a non-exclusive easement to enter upon and install, upon reasonable notice to the other, such Grantee's sign panel on each

of the Signs, respectively, and to maintain, repair and replace such panels on the Signs, as applicable, in the areas designated on the Site Plan.

(d) Sign Restrictions. In no event shall any competitor of Lowe's of the type listed in Section 3.4 above be permitted on any Signs. Except as permitted herein, no other pylon or monument signs shall be erected or maintained on the Shopping Center without written consent of the Consenting Parties, which consent shall not be unreasonably withheld, conditioned, or delayed except as follows: it is understood and agreed that Lowe's may condition its approval on the following: (a) in no event shall any such sign be permitted to the extent the same would adversely affect the visibility of the existing Signs or the Building constructed on the Lowe's Parcel, (b) Lowe's is granted a first right of refusal to have its identification panel installed in the highest position on such sign, and (c) no identification panels on such sign are larger than or higher than the Lowe's identification panels as permitted herein. The Consenting Parties shall have sixty (60) days from receipt of a written request for additional signage to object to the proposed signage. If the Consenting Parties do not object within the sixty (60) day period, then the proposed signage shall be deemed approved. Notwithstanding anything in this subsection to the contrary, entrance/exit signs may be erected on a Parcel to facilitate the free flow of traffic, which entrance/exit signs shall be of a monument type, and each Parcel may have, to the extent allowed by applicable law, regulation or ordinance, one or more monument signs identifying the user or occupant of that Parcel, provided that in each case the monument signs shall not exceed three feet (3') in height, and the type and location of such signs shall be subject to the prior written approval of the Consenting Parties, which consent shall not be unreasonably withheld, conditioned, or delayed. Each Party or occupant of a Parcel having an identification panel on a Sign shall be responsible for the costs of installation, maintenance and replacement of its own sign panel(s) which shall at all times be in good condition and repair.

Section 4.5 Outparcel Development. Any Outparcel sold or developed within the Shopping Center will only be developed under the following guidelines without written consent of Lowe's as to Outparcels 1-7 and the Consenting Parties as to Outparcels 8-15:

(a) Any Building constructed on any of the Outparcels shall not exceed the square footage for the applicable Outparcel as shown on the Site Plan; provided, however, such restriction shall not apply to a BestBuy store, which shall not exceed 30,000 square feet provided said store meets all parking requirements contained herein and any greater parking requirements of any applicable law.

(b) Any Building constructed on any of the Outparcels shall not exceed 22 feet in height, as measured from the finished elevation of the parking area of the Shopping Center (including all rooftop equipment and architectural features); provided, however, such restriction shall not apply to Outparcels 12 and 13 in the event a hotel or motel is constructed thereon, but no such hotel or motel shall exceed two (2) stories in height.

(c) Any rooftop equipment installed on any Outparcel shall be screened in a manner reasonably satisfactory to the Consenting Parties.

(d) No rooftop signs shall be erected on any building constructed on any Outparcel.

(e) Freestanding identification sign(s) may be erected on an Outparcel with the prior written consent of the Owner of the Lowe's Parcel, but in no event shall any such freestanding identification sign block the visibility of any signage on any Building located on the Lowe's Parcel or the visibility of any Lowe's or multi-occupant monument sign or pylon sign. Approvals under this Section shall not be unreasonably withheld. If an Owner of an Outparcel desires to erect such a freestanding sign, it shall make its request in writing to Lowe's with a copy of the sign plans. The Owner of the Lowe's Parcel shall then have thirty (30) days from receipt of the notice to object to the proposed sign. If the Owner of the Lowe's Parcel does not object within the thirty (30) day period, then the proposed sign shall be conclusively deemed approved, and the Owner of the Lowe's Parcel shall not have the right to any further objection. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3' 3" in height.

(f) Any Outparcel shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.

(g) Any Owner or other party purchasing or leasing from Developer and having an ownership or leasehold interest in an Outparcel shall repair any damage caused to any of the utility facilities, as described in Section 2.4 of this ECCR, serving the Parcels and the Outparcel which is caused by such Owner or party, to the extent the Outparcel benefits from any of the utility facilities serving the Shopping Center and the Outparcel.

(h) Any of the restrictions or requirements set forth in this Section 4.5 may be waived, amended, modified, released, or terminated in writing at any time and from time to time by the Consenting Parties; provided that neither the Owner of the Lowe's Parcel nor the Owner of the Developer Parcel shall waive, amend, modify, release, or terminate this ECCR without the prior written consent of the other. However, the Consenting Parties shall not amend or modify any of the foregoing restrictions on an Outparcel without the prior written consent of the fee Owner of the Outparcel. The fee Owner of such Outparcel, however, may impose additional, restrictions on an Outparcel as such fee Owner shall deem to be appropriate, subject to any exceptions thereto imposed on said fee Owner at the time of conveyance of said Outparcel by the Consenting Parties to said fee Owner.

(j) The foregoing restrictions and agreements are imposed on each of the Outparcels for the benefit of the entire Shopping Center. The agreements, restrictions and covenants herein made shall be deemed restrictive covenants running with the land and shall be binding upon each of the

Outparcels and any person who may from time to time own, lease, or otherwise have an interest in any of the Outparcels.

Section 4.6 Fire Protection For In Line Stores. Any structure constructed in the Shopping Center shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other structures in the Shopping Center.

Section 4.7 Performance of Construction Work Generally. All construction, alteration or repair work undertaken by an Owner after the Building on the Lowe's Parcel has opened for business shall be accomplished in an expeditious, diligent and speedy manner. The person or entity undertaking such work shall: (i) pay all costs and expenses associated with such work; (ii) take necessary measures to minimize disruption and inconvenience to other Owners and their occupants caused by such work; (iii) make adequate provisions for the safety and convenience of the Owners and their occupants; (iv) control dust, noise and other effects of such work using methods customarily utilized in order to control such deleterious effects associated with construction projects in a populated or developed area; (v) repair any and all damage which may be caused by or result from such work; (vi) restore all affected portions of any Parcel to a condition equal to or better than the condition existing prior to beginning such work; (vii) indemnify and hold harmless all other Owners in the Shopping Center against any mechanics liens for such work, particularly as to Common Areas. Such construction shall not unreasonably interfere with the business operations on any other Parcel and shall not block or impede the Shopping Center ingress or egress from public streets. The party performing such work shall limit all construction work and staging areas to its own Parcel and not encroach on any Common Areas on any other Parcel and shall not utilize parking areas of any other Parcel. In connection with construction work performed within Permissible Building Areas, incidental encroachment upon the Common Area of the party performing such work may occur in the use of ladders, scaffolding, store-front barricades and similar facilities resulting in temporary obstruction of portions of such Common Area, if such encroachment is kept within reasonable requirements of such work expeditiously pursued. For construction purposes, the Common Areas may be utilized: (a) for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with such work (but each Owner performing work shall, to the extent reasonably possible, limit such access to its own Parcel) and (b) temporary storage and parking on the constructing Owner's Parcel of materials and vehicles in connection with such work. All such work for which a license is granted above (i) which will be performed by an Owner on another Owner's Parcel, or (ii) which would adversely affect the ingress and egress to the Shopping Center, the availability of parking and/or circulation of traffic in the Shopping Center, or the operation and supply of common utility facilities to or in the Shopping Center shall be undertaken only after giving the other Owners thirty (30) days prior written notice of the work to be undertaken, and the scope, nature, duration,

location and extent of the work. Such notice shall include any plans and specifications for the work. In the event of any emergency involving an immediate and imminent threat of substantial harm or injury to persons or property, only such notice as may be reasonable under the circumstance shall be required.

Section 4.8 Compliance in Construction. All construction, alteration or repair work which an Owner undertakes pursuant to this Declaration shall comply with plans and specifications therefor, the requirements of all applicable governmental authorities, public bodies and other entities (such as public utilities) having jurisdiction, and all applicable laws, ordinances, rules and regulations, including procurement of all license and permits required for such work. A Consenting Party's approval of any such work, or the plans and specifications therefor, under any provisions of this ECCR shall not constitute such Consenting Party's assumption of responsibility for the accuracy, sufficiency or propriety of such work, or of such plans and specifications, nor shall constitute a representation or warranty that such work or plans and specifications call for construction of economic improvements or improvements which comply with law.

Section 4.9 Construction Insurance. Prior to commencing any construction activities within the Shopping Center, each Owner shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverage set forth below:

- (a) Worker's Compensation and Employer's Liability Insurance.
 - (i) Worker's compensation insurance as required by any applicable law or regulation.
 - (ii) Employer's liability insurance in the amount of \$2,000,000 each accident for bodily injury, \$2,000,000 policy limit for bodily injury by disease and \$2,000,000 each employee for bodily injury by disease.
- (b) General Liability Insurance. Commercial General Liability insurance covering all operations by or on behalf of the general contractor, which shall include the following minimum limits of liability and coverages:
 - (i) Required Coverages:
 - (A) Premises and Operations;
 - (B) Products and Completed Operations;
 - (C) Contractual Liability, insuring the indemnity obligations assumed by Contractor under the Contract Documents;
 - (D) Broad Form Property Damage (including Completed Operations);
 - (E) Explosion, Collapse, and Underground Hazards;
 - (F) Personal Injury Liability;

- (1) \$2,000,000 each occurrence (for bodily injury and property damage);
 - (2) \$3,000,000 for Personal Injury Liability;
 - (3) \$5,000,000 aggregate for Products and Completed Operations (which shall be maintained for a three (3) year period following final completion of the work);
 - (4) \$5,000,000 general aggregate.
- (G) Automobile Liability Insurance. Any automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, shall have limits of liability of not less than \$1,000,000 combined single limit each accident for bodily injury and property damage combined. The general contractor shall require each of its subcontractors to include in their liability insurance policies coverage for Automobile Contractual Liability.
- (H) Umbrella/Excess Liability Insurance
- (i) The general contractor shall also carry umbrella/excess liability insurance in the amount of \$5,000,000.
 - (ii) If the construction activity involves the use of another Parcel, then the Owner and mortgagee of such Parcel shall each be additional insured(s) and such insurance shall provide that the insurance shall not be canceled, or reduced in an amount or coverage below the requirements of this ECCR, without at least thirty (30) days prior written notice to the additional insureds. If such insurance is canceled or expires, then the constructing party shall immediately stop all work on or use of the other Owner's Parcel until either the required insurance is reinstated or replacement insurance obtained. Each Owner or occupant, as the case may be, shall supply or cause its general contractor to supply each Owner with certificates with respect to all insurance required by this Section.

Nothing herein shall be construed from prohibiting an Owner which itself, or in combination with its parent corporation, has a net worth in excess of TWO HUNDRED MILLION DOLLARS (\$200,000,000.00), as determined by generally accepted accounting principles, from self-insuring.

Section 4.10 Subsequent Subdivision; Creation of Outparcels. The Parties acknowledge that as of the date hereof, (i) the Outparcels as shown on the Site Plan have not yet been platted, subdivided or otherwise created of record and (ii) the Lowe's Parcel includes the main entrance to the Shopping Center. As a condition to developing or otherwise constructing any improvement on any of the Outparcels, Developer or the successor in interest to Developer, shall cause the Outparcels to be platted and subdivided as shown on the Site Plan. Developer shall not deviate from the layout of the Shopping Center shown on the Site Plan without written consent of the Consenting Parties, which written consent shall be in recordable form and shall contain a revised depiction of the Shopping Center and the permitted Outparcels. Furthermore, at such time(s) as Developer or the successor in interest to Developer causes the Outparcels or any of them to be platted and subdivided in accordance with this Section, Developer shall, at Lowe's request, cause that portion of the Lowe's Parcel shown on the Site Plan as the "Main Entrance" to the Shopping Center to be platted and subdivided at Developer's sole cost and expense, as a parcel separate from the Lowe's Parcel, and Lowe's agrees to cooperate with Developer in conveying such portion of the Lowe's Parcel to Developer and Developer agrees to accept the conveyance. The Parties further acknowledge and agree that this ECCR has created a perpetual non-exclusive easement for ingress and egress over the Main Entrance for the benefit of the Owners and the occupants of the Shopping Center and their licensees, employees, and invitees, which perpetual easement will remain and inure to the benefit of and be appurtenant to the remainder of the Lowe's Parcel in the event Lowe's conveys the Main Entrance to Developer.

ARTICLE V

MAINTENANCE, TAXES AND INSURANCE

Section 5.1 Maintenance.

(a) Each Owner within the Shopping Center shall maintain the Building(s) and the Common Areas on its Parcel in good order and condition and state of repair in accordance with the standards of good shopping center operation including (but not limited to) sweeping and removal of trash, litter and refuse, painting and striping of parking areas, repair and replacement of paving as necessary, maintenance of landscaped areas (including replacement and replanting), removal of ice and snow from driveways and parking areas, and maintenance and repair or lighting standards and signs. Each Owner covenants that it, in addition to other requirements of this Section, will keep the inside and outside of all glass in the doors and windows of its buildings clean; will maintain its buildings at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; will not permit

accumulation of garbage, trash rubbish and other refuse, and will remove same at its own expense, and will keep such refuse in proper containers or compactors in places designated therefore until called for to be removed; and will keep the Common Areas on its Parcel clear of accumulations of ice and snow. The maintenance and repair of the Buildings and Improvements on each Parcel should be of such a character that their appearance will be that of a unified shopping center and, accordingly, the Parties agree to cooperate with each other in good faith with respect to said maintenance and repair and, to the extent reasonably possible, coordinate such repair and maintenance.

(b) Subject to the mutual agreement of the Consenting Parties, a third party may be appointed as an agent of all the Owners to maintain and repair the Common Area of the Shopping Center in the manner as above outlined. Said third party may receive for such agency a fee that is acceptable to the Consenting Parties not to exceed five percent (5%) to cover supervision, management, accounting and similar fees. The cost of all maintenance and repair activities undertaken by the third party agent, together with the agency fee, shall be prorated between the Owners based upon acreage owned by the respective Owner in relation to the total acreage of the Shopping Center. An Owner shall pay its proportional share of all such costs and fees within thirty (30) days following its receipt of a detailed invoice thereafter.

(c) The parties agree that Developer shall initially perform all necessary and ordinary maintenance of the Common Area, but may upon sixty (60) days written notice at any time resign as operator, in which event, the Consenting Parties shall mutually select a substitute operator for the Common Area or agree to self-maintain the Common Area on each one's Parcel.

(d) Common Area maintenance hereunder shall include but not be limited to (1) with respect to the detention pond, as shown on the Site Plan, and drainage pipes and detention facilities related thereto, silt removal, dredging, and other necessary maintenance, landscaping and repair and replacement of any improvements erected surrounding said detention pond, and (2) with respect to the main entrance from Broadway Street into the Shopping Center, including that channelized drive located east of Lowe's parking area, as well as the perimeter ring road around the Shopping Center and common access ways as shown on the Site Plan snow removal, sweeping, removal of debris, maintenance of islands and landscaping, signage (other than Signs), street repairs, and lighting and other costs reasonably incurred to maintain such areas in a condition reasonably required to insure acceptable access to the Parcels. Each Parcel Owner's assessment shall be an amount equal to the multiplication of each and every Common Area cost plus a management fee not to exceed five percent (5%) of such costs by a fraction, the numerator of which shall be the square footage of the particular Parcel and the denominator shall be the square footage of all Parcels in the Shopping Center (hereinafter the "Pro-Rata Share"). Each Parcel Owner's assessment shall be paid in monthly installments on the first day of each calendar month

for the previous month after provision of an invoice from Developer. Developer shall furnish each Parcel Owner with a statement in reasonable detail summarizing the actual Common Area costs for the preceding calendar year and setting forth the method by which each Parcel Owner's Pro-Rata Share was determined, as herein provided. If the aggregate of the monthly Parcel Owner's proportionate share paid by such Parcel Owner during any year is less than or exceeds the amount which is actually due by Parcel Owner as provided herein, the difference shall be paid or credited against the next succeeding monthly Parcel Owner's proportionate share payment to be made by Parcel Owner under this Section.

(e) Developer and any successor operation shall keep complete and accurate books and records in accordance with generally accepted accounting principles concerning the operation, maintenance and repair of the Common Area and the costs related thereto. Each Parcel Owner and its agents shall, upon written notice to Developer within two (2) years following the end of such calendar year, have the right to review, audit and copy Developer's records and computations regarding the Common Area costs for that given year. If any statement of Common Area costs previously furnished to a Parcel Owner shall be greater than one hundred five percent (105%) of the actual Common Area Costs shown by such audit, Developer shall immediately pay such Parcel Owner's reasonable costs of such audit for the period audited. Should a Parcel Owner question the accuracy of any such costs, a Parcel Owner's right to dispute any such costs shall be conditioned upon payment to Developer of Parcel Owner's proportionate share thereof prior to its right to contest any such costs, with an adjustment thereafter, if necessary.

(f) In the event Developer, or its assignee or successor operator shall fail to perform any of the requirements of this Section, then the Owner of a Parcel within the Shopping Center (the "Affected Parcel Owner") may give Developer at least thirty (30) days written notice of such alleged failure (the "Failure to Maintain Notice"). If such failure shall not have been cured within said period of thirty (30) days after the service of the Failure to Maintain Notice, or if such default be not reasonably susceptible of being cured within said period of thirty (30) days, and the Developer shall not have in good faith commenced a cure within said thirty (30) day period and shall not thereafter prosecute a cure with diligence and continuity to completion, then the affected Parcel Owner(s) may make or cause any such required repairs or replacements under this Declaration to be made and the Developer shall include the cost of such repairs or replacements and the cost of such repair, replacement or maintenance to be collected as provided in this Section and shall either credit the Affected Parcel Owner or repay the Affected Parcel Owner the amounts paid by said Affected Parcel Owner.

Section 5.2 Damage and Destruction. In the event of the destruction and damage to any extent to the Buildings and Improvements in the Shopping Center, the affected Owner shall either (1) diligently commence and pursue completion of the repair or restoration and/or (2) within ninety (90)

days after the destruction or damage clear away the ruins and leave the Parcel in a clean, orderly, sightly and safe condition. Further, in the event that the affected Owner elects not to rebuild its Building(s) and Improvements, the use restrictions placed on the non-affected Owner's site by the affected Owner herein, except for those cited in Sections 3.3 and 3.4 (b) hereof, shall be null and void and of no further force and effect.

In the event any Building, structure or other Improvement on an Outparcel shall be damaged or destroyed by any fire or other casualty, the Owner, lessee or user of the Outparcel shall within thirty (30) days of such damage or destruction (a) commence to repair and/or reconstruct such improvements to the condition required by this Section; or (b) level such Building or improvement, remove the debris from the Outparcel and keep the Outparcel neat, orderly, planted in grass and mowed/trimmed until subsequently improved, constructed upon and operated.

Section 5.3 Taxes. The Owner of each Parcel shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against such Owner's Parcel. In the event an Owner fails to pay when due all taxes and assessments described herein, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a default under this ECCR and the Owner of the Lowe's Parcel and/or the Owner of the Developer Parcel (the "Curing Party") may, in addition to such Owners' other remedies, thereafter pay such taxes if such taxes are delinquent and the owing Owner has not commenced and is not duly prosecuting any contest of such taxes. The Curing Party shall then bill the defaulting Owner for the expenses incurred. The defaulting Owner shall have ten (10) business days within which to pay the bill. If the defaulting Owner does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Owner for the amount of the bill, which amount shall bear interest at the Default Rate from the date of expiration of said ten (10) business day period until paid.

Section 5.4 Insurance; Indemnification; Waiver of Subrogation. Each Owner will at all times maintain or cause to be maintained with respect to its Parcel and all Buildings and Improvements thereon: (i) commercial property insurance against loss or damage by fire, lightning and other risks customarily covered by an all-risks policy of property insurance for the full replacement cost of the Building(s) and Improvements located thereon and (ii) commercial general liability insurance (including contractual liability coverage) against claims for bodily injury, death or property damage occurring on, in or about such Owner's Parcel combined single limit coverage of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence. Nothing herein shall be construed from prohibiting an Owner which itself, or in combination with its parent corporation, has a net worth in excess of TWO HUNDRED MILLION DOLLARS (\$200,000,000.00), as determined by generally accepted accounting principles, from self-insuring for such insurance coverage.

In the event an Owner fails to maintain the insurance described above, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a default under this ECCR and the Owner of the Lowe's Parcel and/or the Owner of the Developer Parcel (the "Curing Party") may, in addition to such Owners' other remedies, thereafter obtain and pay for such insurance. The Curing Party shall then bill the defaulting Owner for the expenses incurred. The defaulting Owner shall have fifteen (15) days within which to pay the bill. If the defaulting Owner does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Owner for the amount of the bill, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) days period until paid.

To the extent not covered by the insurance policies described above, each Owner (the "Indemnitor") will pay, and indemnify and save harmless the other Owner (the "Indemnitee") from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from: (i) any injury to or death of a person or loss of or damage to property occurring on the Indemnitor's Parcel; (ii) any use or condition of the Indemnitor's Parcel; and (iii) any negligence or tortious acts of the Indemnitor or any of his tenants, licensees, invitees, customers, agents or employees.

Each Owner (the "Releasor") hereby releases the other Owner (the "Releasee") from any and all liability or responsibility to the Releasor or anyone claiming through or under the Releasor by way of subrogation or otherwise for any incurred loss or damage to any person or property caused by fire or other peril or other such loss, damages, or other insured event or negligence of the Releasee, or anyone for whom such Releasee may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the Releasor's policy or policies of insurance shall contain a waiver of subrogation endorsement, to the effect that any such release shall not adversely affect or impair said policy or policies or prejudice the right of the Releasor to recover thereunder.

ARTICLE VI

DEFAULT; REMEDIES

Section 6.1 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this ECCR by the non-performing party (the "defaulting Owner"):

- (a) The failure to perform any obligation of Article V hereof within the time requirements cited therein;
- (b) The failure to make any payment required to be made hereunder within ten (10) business days of the due date, or

(c) The failure to observe or perform any other of the covenants, conditions or obligations of this ECCR or to abide by the restrictions and requirements herein provided, other than as described in (a) above, within thirty (30) days after the issuance of a notice by another Owner (the "Non-defaulting Owner") specifying the nature of the default claimed.

Section 6.2 Right to Cure. With respect to any default under Section 6.1 above, any Non-defaulting Owner shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the defaulting Owner; provided, however, that in the event the default shall constitute an emergency condition involving an immediate and imminent threat of substantial injury or harm to persons or property, the Non-defaulting Owner, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, due to such emergency, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-defaulting Owner shall have the right to enter upon the Parcel of the defaulting Owner (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Owner. Each Owner shall be responsible for the non-performance or default of its occupants and lessees. In the event any Non-defaulting Owner shall cure a default, the defaulting Owner shall reimburse the Non-defaulting Owner for all costs and expenses incurred in connection with such curative action, plus interest at the Default Rate, within ten (10) business days of receipt of demand, together with reasonable documentation supporting the expenditures made.

Section 6.3 Liens. Costs and expenses accruing and/or assessed pursuant to Section 6.2 above and the amounts described in Section 6.1 shall constitute a lien against the defaulting Owner's Parcel. The lien shall attach and take effect only upon recordation of a claim of lien in the applicable real estate records office of the county in which the said Parcel is located, by the Owner making the claim. The claim of lien shall include the following:

- (i) The name and address of the lien claimant;
- (ii) A statement concerning the basis for the claim of lien and identifying the lien claimant as a Non-defaulting and/or curing Owner;
- (iii) An identification by name and address (if known) of the Owner or reputed Owner of the Parcel or interest therein against which the lien is claimed;
- (iv) A description of the Parcel against which the lien is claimed;
- (v) A description of the work performed which has given rise to the claim of lien;
- (vi) A statement itemizing the total amount due, including interest;
- (vii) A statement that the lien is claimed pursuant to the provisions of this ECCR, reciting the date, book and page of recordation hereof.

The notice shall be duly acknowledged and contain a certificate that a copy thereof has been served upon the Owner against whom the lien is claimed, by personal service or by mailing pursuant to Section 7.6 below. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the law of the State in which the Shopping Center is located.

Section 6.4 Other Remedies. Each Non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against any defaulting Owner hereto, or any other person, violating or attempting to violate or defaulting upon any of the provision contained in this ECCR, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this ECCR, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Owner under this ECCR or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

Section 6.5 No Waiver. No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. No waiver by any Owner of any default under this ECCR shall be effective or binding on such Owner unless made in writing by such Owner and no such waiver shall be implied from any omission by a Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this ECCR shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this ECCR.

Section 6.6 No Termination for Breach. No breach, whether or not material, of the provisions of this ECCR shall entitle any Owner to cancel, rescind or otherwise terminate this ECCR, but such limitation shall not affect, in any manner, any other rights or remedies which any Owner may have hereunder by reason of any breach of the provisions of this ECCR.

Section 6.7 Limitation of Liability. Notwithstanding the foregoing, any person acquiring fee or leasehold title to a Parcel, or any portion thereof, shall be bound by this ECCR only as to the Parcel or portion of the Parcel acquired or possessed by such person. In addition, such person shall be bound by

this ECCR only during the period such person is the fee leasehold Owner or occupant of such Parcel or portion of the Parcel; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Section 6.7, the easements, covenants and restrictions in this ECCR shall continue to be benefits to and servitudes upon said Parcels running with the land.

Section 6.8 Breach. In the event of breach or threatened breach of this ECCR, only Owners of more than 45,000 square feet of enclosed building area of the Developer Parcel or the Owner of the Lowe's Parcel, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. In the event of a breach hereof, the non-prevailing Owner as determined by the court shall pay the reasonable attorney's fees and expenses of the prevailing Owner.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Estoppel Certificates. Each Owner shall upon not less than thirty (30) days from receipt of written notice from the other Owner execute and deliver to such other Owner a certificate in recordable form stating that (i) either this ECCR is unmodified and in full force and effect or is modified (and stating the modification); and (ii) whether or not to the best of its knowledge an Owner is in default in any respect under this ECCR and if in default, specifying such default.

Section 7.2 Term and Perpetuity. The agreements, conditions, covenants, and restrictions created and imposed herein shall be effective upon the date hereof and shall continue in full force and effect, to the benefit of and being binding upon all Owners, their heirs, executors, administrators, successors, successors-in-title, assigns and tenants, including any ground lessee under a ground lease and the customers, employees and invitees of such parties for a period of twenty (20) years from the date hereof, which period shall be automatically renewed and extended on such terms for additional periods of ten (10) years each up to a maximum of five (5) renewal periods, unless within 90 days prior to the date for automatic extension, the Owners owning more than 75% of the total square footage of all the Parcels elect to terminate this ECCR pursuant to a writing which shall be recorded in the real property records of the county and state in which the Shopping Center is located. Said agreements, conditions, covenants and restrictions shall be unaffected by any change in the ownership of any real property covered by this ECCR or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein.

Notwithstanding the foregoing, the easements contained herein binding and benefiting the Parcels shall be perpetual and shall run with the land.

Upon termination of the agreements, conditions, covenants and restrictions of this ECCR, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this ECCR, except as related to the easements cited and mentioned herein, shall terminate and have no further force or effect; provided, however, that the termination of this ECCR shall not be prior to the date of such termination.

Section 7.3 Notices. Any notice required or permitted to be given under this ECCR shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other Party):

Developer: Prairie Crossings, Inc.
 c/o Alan Mays, Coldwell Banker-Mays Real Estate, Inc.
 3601 East Lake Center Drive
 Suite 500
 Quincy, Illinois 62301

Lowe's: Lowe's Home Centers, Inc.
 Box 1111
 (Highway 268 East, North Wilkesboro, North Carolina 28659)
 North Wilkesboro, North Carolina 28656-0001
 Attention: Property Management Dept. (REO)

Copy to: Lowe's Home Centers, Inc.
 Box 1111
 (Highway 268 East, North Wilkesboro, North Carolina 28659)
 North Wilkesboro, North Carolina 28656-0001
 Attention: Real Estate Law Department (REO)

Section 7.4 Ground Lessee Assignment. The rights and obligations of any Owner hereunder may be assigned in whole or in part to one or more ground lessees which rights and obligations shall be expressly assumed by such ground lessee for the term of the ground lease between such Owner and such ground lessee.

Section 7.5 Adjacent Developer Parcels. Developer may, in its sole discretion, subject the parcels of real property adjacent to the Shopping Center which are owned by Developer (the "Adjacent Developer Parcels") to the terms, covenants and conditions of this ECCR. At that time the Adjacent Developer Parcels shall be subject to the obligations created herein and shall benefit from the rights granted to Developer herein. If such Adjacent Developer Parcels are incorporated in the Shopping Center and made subject to this ECCR, and if there are any continuing liabilities of the Owners which are

divided between the Owners based on prorations of land area or otherwise, then the prorations shall be adjusted accordingly.

Section 7.6 Harmony. Developer and Lowe's agree to cooperate in creating a reasonably harmonious exterior appearance for the Buildings and Improvements to be constructed by them within the Shopping Center, acknowledging however that Lowe's may construct improvements similar to its current prototypical store building and improvements. After initial construction of Buildings and other Improvements, no Owner shall make alterations that will substantially change the exterior of its Buildings without the consent of the Consenting Parties, such consents not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Owner of the Lowe's Parcel may make, without the consent of the Owner of the Developer Parcel, changes to its Buildings and Improvements that it may deem appropriate for consistency with changes in the design and appearance of its then current prototypical stores.

Section 7.7 No Covenant to Continuously Operate. Lowe's is not obligated to continuously operate a business on the Lowe's Parcel and, specifically, is not obligated to continuously operate or operate for any specific period of time a Lowe's building supply or home improvement retail warehouse or store on the Lowe's Parcel. Nothing contained in this ECCR shall be construed, interpreted or otherwise read to require Lowe's to operate a business on the Lowe's Parcel or to prevent Lowe's from closing its business on the Lowe's Parcel.

Section 7.8 Severability. In the event any provision or portion of this ECCR is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Section 7.9 No Public Dedication. Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the Shopping Center or any portions thereof, to the general public, or for any public use or purpose whatsoever. Except as may be specifically provided herein, no right, privileges or immunities of any Owner hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed or considered to be a beneficiary of any of the provisions herein contained.

Section 7.10 Counterparts. This ECCR may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

Section 7.11 Relationship of the Parties. Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the Parties hereto or the Owners. It is understood that the relationship between the Parties hereto and Owners is an arms length one that shall at all times be and remain that of separate owners of real property. No Party hereto nor any Owner shall have the right to act for or on behalf of another Party or Owner, as agent or

otherwise, unless expressly authorized to do so by separate written instrument signed by the Party or Owner to be charged or bound, except as otherwise specifically provided herein.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this ECCR as of the day and year first written above.

PRAIRIE CROSSINGS, INC.

By: Allen M. Meigs

Name: Allen M. Meigs

Its: President

and

By: Allen M. Meigs

Name: Allen M. Meigs

Its: _____ Secretary

LOWE'S HOME CENTERS, INC.

By: _____

Name: _____

Title: _____

and

By: _____

Name: _____

Its: _____ Secretary

STATE OF ILLINOIS)
) ss.
COUNTY of ADAMS)

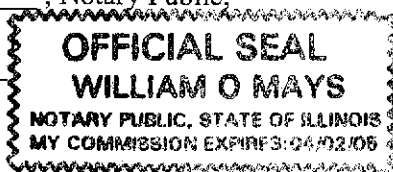
I, William O. Mays a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ALAN M. MAYS personally known to me to be the President of Prairie Crossings, Inc., an Illinois corporation, and ALAN M. MAYS, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of DIRECTORS of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of JANUARY, 2003.

Handwritten signature of William O. Mays

Notary Public,

My Commission Expires:



STATE OF NORTH CAROLINA)
) ss.
COUNTY OF WILKES)

I, _____ a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ of Lowe's Home Centers, Inc., a North Carolina corporation, and _____, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of _____ of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 20 ____.

_____, Notary Public,

My Commission Expires: _____

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this ECCR as of the day and year first written above.

PRAIRIE CROSSINGS, INC.

By: _____

Name: _____

Its: _____

and

By: _____

Name: _____

Its: _____ Secretary

LOWE'S HOME CENTERS, INC.

By: David E. Shelton

Name: David E. Shelton

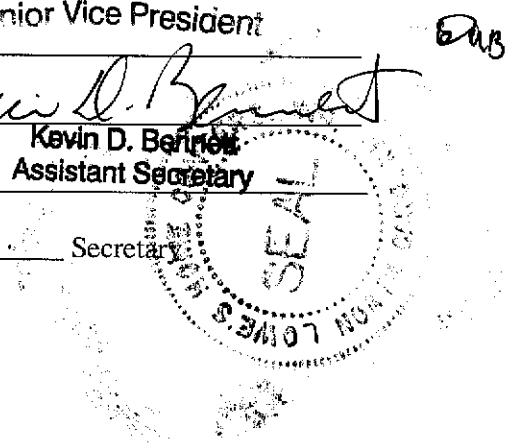
Title: Senior Vice President

and

By: Kevin D. Bennett

Name: Kevin D. Bennett
Assistant Secretary

Its: Asst. Secretary



STATE OF ILLINOIS)
) ss.
COUNTY of ADAMS)

I, _____ a Notary Public in and for the said County, in
the _____ State aforesaid, DO HEREBY CERTIFY that
_____ personally known to me to be the
_____ President of **Prairie Crossings, Inc.**, an Illinois corporation, and
_____, personally known to me to be the _____
Secretary of said corporation, and personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this day in person, and severally
acknowledged that as such _____ President and _____ Secretary, they signed and delivered
the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to
authority, given by the Board of _____ of said corporation as their free and voluntary act, and
as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20____.
_____, Notary Public,

My Commission Expires: _____

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF WILKES)

I, Sherry Luckey a Notary Public in and for the said County, in
the _____ State aforesaid, DO HEREBY CERTIFY that
David E. Shelton personally known to me to be the
Senior Vice President of **Lowe's Home Centers, Inc.**, a North Carolina corporation, and
Kevin D. Bennett, personally known to me to be the Assistant
Secretary of said corporation, and personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this day in person, and severally
acknowledged that as such Sr. Vice President and Assistant Secretary, they signed and delivered
the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to
authority, given by the Board of Directors of said corporation as their free and voluntary act, and
as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of January, 2003.
Sherry Luckey, Notary Public

My Commission Expires: 1/25/05

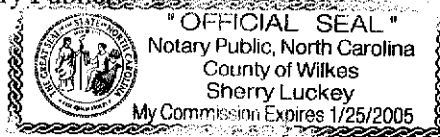


Exhibit Index

Exhibit A - Legal Description of Lowe's Parcel

Exhibit B - Legal Description of Developer Parcel

Exhibit C - Site Plan

Exhibit D1 – Main Entrance Sign

Exhibit D2 –Pylon Sign 1

Exhibit D3 –Pylon Sign 2

EXHIBIT A

Legal Description of Lowe's Parcel

Part of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4 in Township 2 South, Range 8 West of the 4th Principal Meridian, Adams County, Illinois, described as follows:

Commencing at the Northwest corner of said Section 3 (a cut "+" in the pavement); thence S 01° 15' 32" W, 446.05 feet to the point of beginning; thence S 88° 59' 08" E, 277.82 feet; thence N. 85° 26' 28" E, 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 N 01° 04' 57" E, 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 S 83° 54' 23" E (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 S 01° 04' 57" W, 157.68 feet; thence S 12° 23' 32" W, 61.19 feet; thence S 01° 04' 57" W, 12.63 feet; thence S 04° 09' 49" E 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 S 83° 44' 21" E, 0.93 feet; thence S 01° 00' 52" W, 49.13 feet; thence N 88° 59' 08" W, 134.90 feet; thence S 01° 00' 52" W, 389.83 feet; thence S 88° 59' 08" E, 2.83 feet; thence S 01° 00' 52" W, 526.62 feet; thence N 88° 34' 11" W, 339.39 feet (to the West line of said Section 3); thence N 88° 34' 11" W, 368.96 feet; thence N 06° 05' 08" E, 681.58 feet; thence along a tangent curve to the right having a radius of 306.58 feet and a length of 387.84 feet; thence N 19° 50' 32" W, 281.50 feet; N 88° 59' 08" W, 24.76 feet; thence N 01° 00' 52" E, 29.63 feet; thence S 89° 24' 27" W, 45.78 feet; thence S 65° 57' 47" W, 129.64 feet; thence N 24° 02' 13" W, 9.68 feet (to the South right-of-way line of Illinois Route 104); thence N 66° 04' 10" E (along said South right-of-way) 120.86 feet; thence N 89° 22' 05" E, 67.68 feet; thence (leaving said right-of-way) S 19° 50' 32" E, 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 S 88° 59' 08" E, 7.50 feet to the East line of said Section 4 and the point of beginning containing 661437.0 sq. ft. 15.2 acres.

EXHIBIT B

Legal Description of Developer Parcel

Part of the Northwest Quarter of Section 3 and part of the Northeast Quarter of Section 4, Township 2 South, Range 8 West of the 4th Principal Meridian, Adams County, Illinois and being more particularly described as follows:

Commencing at a found Stone at the West Quarter corner of said Section 3;

THENCE North 01 degrees 15 minutes 49 seconds East for a distance of 1623.79 feet along the West line of said Section 3, to the South line of a survey recorded in Plat Book 50 Page 1227A;

THENCE North 88 degrees 34 minutes 25 seconds West for a distance of 806.78 feet along said South Line of Survey to the East right-of-way line of FA Route 407, recorded in Plat Book of Right of ways 11 page 603 of the Adams County Records;

THENCE North 08 degrees 22 minutes 29 seconds West for a distance of 61.65 feet along said East right-of-way line to an angle point being 200.00 feet East as measured perpendicular to centerline of said FA Route 407 at Station 248+00;

THENCE North 14 degrees 01 minutes 02 seconds East for a distance of 566.27 feet along said East right-of-way line to an angle point, being 120.00 feet Southeast as measured perpendicular to the centerline of Ramp "A" of said FA Route 407 at Station 12+84.51;

THENCE North 26 degrees 47 minutes 13 seconds East for a distance of 684.86 feet along said East right-of-way line to an angle point, being 200.00 feet South as measured perpendicular to the centerline of relocated Illinois Route 104 of said FA Route 407 at Station 128+50;

THENCE North 66 degrees 04 minutes 10 seconds East for a distance of 165.53 feet along said South right-of-way line of relocated Illinois Route 104 to an angle point, being 130.00 feet South as measured perpendicular to the centerline of said Illinois Route 104 at Station 130+00;

THENCE North 89 degrees 22 minutes 05 seconds East for a distance of 500.22 feet along said South right-of-way line to an angle point, being 115.00 feet South of the centerline of said relocated Illinois route 104 at Station 135+00;

THENCE South 83 degrees 54 minutes 47 seconds East for a distance of 401.53 feet along said South right-of-way line to an angle point, being 150.00 feet South as measured perpendicular to the centerline of said relocated Illinois Route 104 at Station 139+00;

THENCE North 82 degrees 09 minutes 07 seconds East for a distance of 589.09 feet along said South right-of-way line to an angle point, being the intersection of the South right-of-way line of relocated Illinois Route 104 and the South line of Illinois Route 745, recorded in Plat Book of right-of-ways 13, page 448, and also being 60.00 feet South as measured perpendicular to the centerline of said FA Route 745 at Station 144+82.62;

THENCE South 88 degrees 46 minutes 08 seconds East for a distance of 112.82 feet along the South right-of-way line of said FA Route 745 to a point on the East line of the Northwest Quarter of the Northwest Quarter of said Section 3;

THENCE South 01 degree 49 minutes 02 seconds West for a distance of 1383.85 feet along the said Quarter-Quarter line to the South line of a Survey Recorded in Plat Book 50 Page 1227A, of the Adams County, Illinois Records;

THENCE North 88 degrees 34 minutes 25 seconds West for a distance of 1333.96 feet along said South line to the point of beginning.

Said property contains 59.826 acres more or less.

LESS AND EXCEPTING THE FOLLOWING TRACT:

Part of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4 in Township 2 South, Range 8 West of the 4th Principal Meridian, Adams County, Illinois, described as follows:

Commencing at the Northwest corner of said Section 3 (a cut "+" in the pavement); thence S 01° 15' 32" W, 446.05 feet to the point of beginning; thence S 88° 59' 08" E, 277.82 feet; thence N. 85° 26' 28" E,

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 N 01° 04' 57" E, 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 S 83° 54' 23" E (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 S 01° 04' 57" W, 157.68 feet; thence S 12° 23' 32" W, 61.19 feet; thence S 01° 04' 57" W, 12.63 feet; thence S 04° 09' 49" E 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 S 83° 44' 21" E, 0.93 feet; thence S 01° 00' 52" W, 49.13 feet; thence N 88° 59' 08" W, 134.90 feet; thence S 01° 00' 52" W, 389.83 feet; thence S 88° 59' 08" E, 2.83 feet; thence S 01° 00' 52" W, 526.62 feet; thence N 88° 34' 11" W, 339.39 feet (to the West line of said Section 3); thence N 88° 34' 11" W, 368.96 feet; thence N 06° 05' 08" E, 681.58 feet; thence along a tangent curve to the right having a radius of 306.58 feet and a length of 387.84 feet; thence N 19° 50' 32" W, 281.50 feet; N 88° 59' 08" W, 24.76 feet; thence N 01° 00' 52" E, 29.63 feet; thence S 89° 24' 27" W, 45.78 feet; thence S 65° 57' 47" W, 129.64 feet; thence N 24° 02' 13" W, 9.68 feet (to the South right-of-way line of Illinois Route 104); thence N 66° 04' 10" E (along said South right-of-way) 120.86 feet; thence N 89° 22' 05" E, 67.68 feet; thence (leaving said right-of-way) S 19° 50' 32" E, 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 S 88° 59' 08" E, 7.50 feet to the East line of said Section 4 and the point of beginning containing 661437.0 sq. ft. 15.2 acres.

EXHIBIT C
Site Plan

EXHIBIT D1
Main Entrance Sign

EXHIBIT D-1 MAIN ENTRANCE SIGN

(2) 6'-4" x 20'-0" Double face internally illuminated sign cabinets of aluminum extrusion w/ 2 1/4" hinged face retainers. Cabinets finished in acrylic urethane enamel (light gray.)

Internal illumination by horizontal fluorescent lamps powered by low-temperature ballasts. All wiring UL approved.

(1) 3'-9" x 20'-0" Decor roof fabricated of aluminum & (Internal) steel. Roof finished in acrylic urethane enamel (blue.) Roof to have 13mm red neon accent stripes. Neon to have NO exposed wiring. All wiring UL approved.

Cabinets mounted onto double pylon steel structure set in concrete foundations.

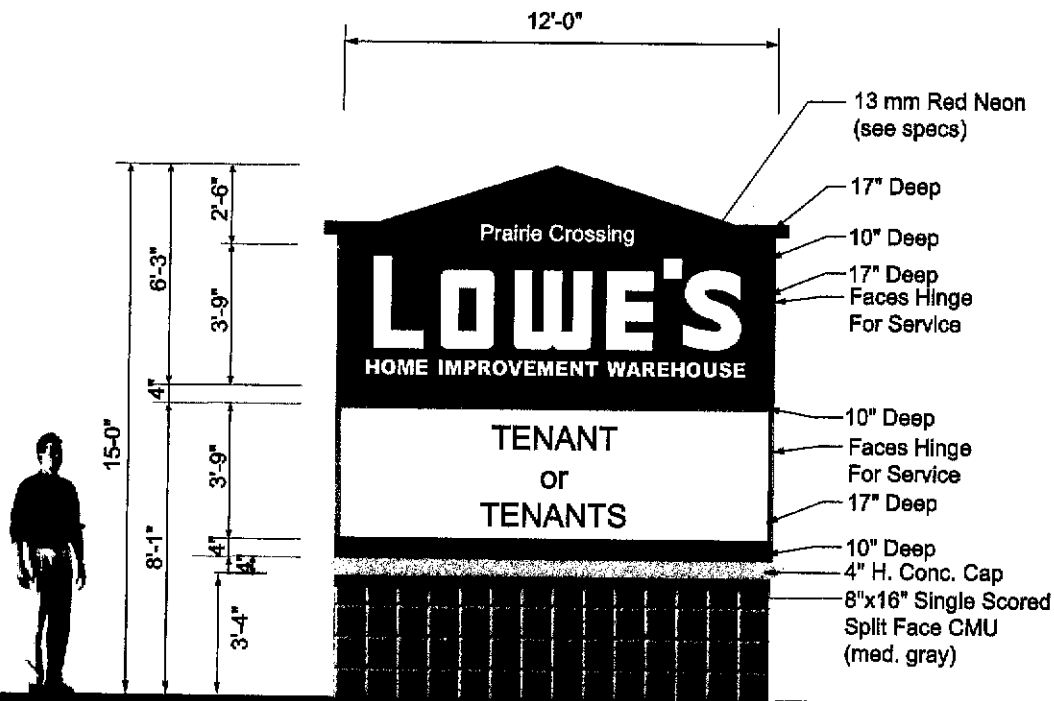


EXHIBIT D2
Pylon Sign 1

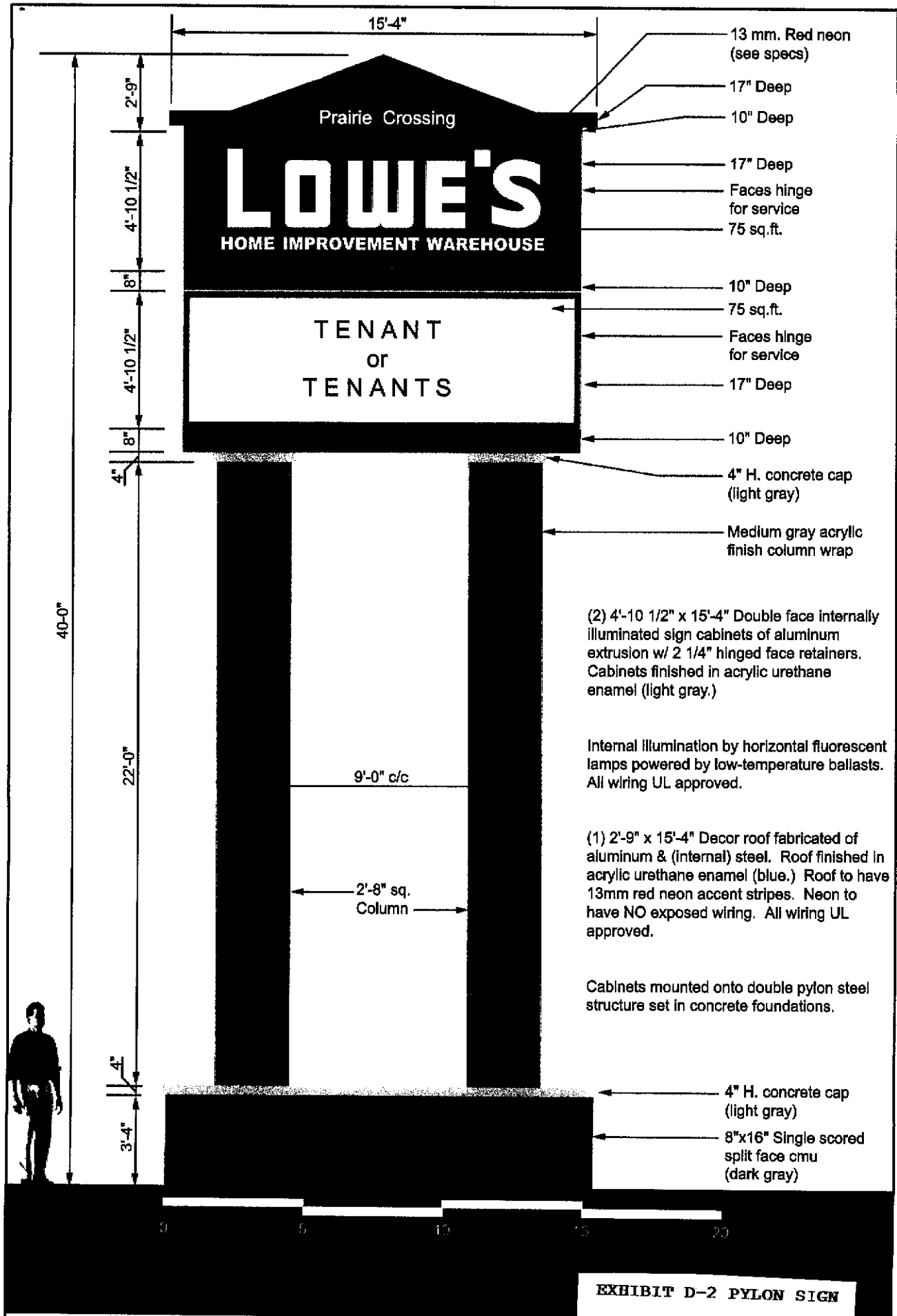


EXHIBIT D-2 PYLON SIGN



40'-0" Monument Sign

Quincy, IL
09/16/02

EXHIBIT D3

Pylon Sign 2

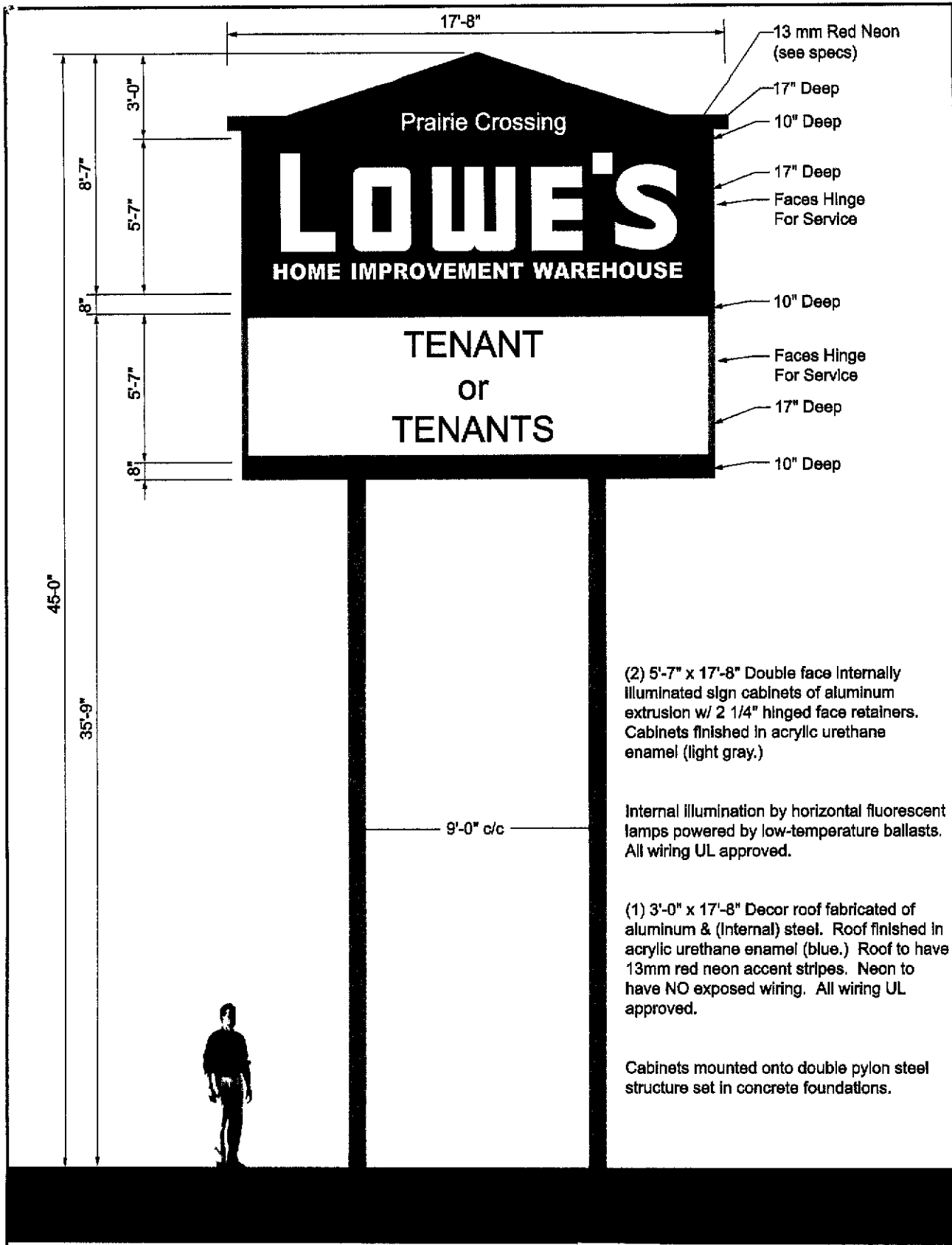


EXHIBIT D-3 PYLON SIGN

