

156604  
8:50 AM

THIS INSTRUMENT PREPARED BY:  
Long, Ragsdale & Waters, P.C.  
1111 Northshore Drive, N.W.  
Suite S-700  
Knoxville, Tennessee 37919

State of Tennessee, County of ANDERSON  
Received for record the 05 day of  
JULY 2000 at 8:50 AM. (REC# 156604)  
Recorded in Book 1156 pages 384- 433  
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Recording \$202.00, Total \$ 202.00.  
Register of Deeds RICKY MEREDITH  
Deputy Register TIM SHELTON

**EASEMENTS WITH COVENANTS AND  
RESTRICTIONS AFFECTING LAND ("ECR")**

THIS AGREEMENT is made as of the 20<sup>TH</sup> day of June, 2000, between **WAL-MART REAL ESTATE BUSINESS TRUST**, Delaware business trust, with offices at 702 S.W. Eighth Street, Bentonville, Arkansas 72716 and a mailing address of 2001 S.E. Tenth Street, Bentonville, Arkansas 72712 ("Wal-Mart"), and **CROWN AMERICAN PROPERTIES, L.P.**, a Delaware limited partnership, of Pasquerilla Plaza, Johnstown, Pennsylvania 15701 ("Developer").

**W I T N E S S E T H :**

**WHEREAS**, Wal-Mart is the owner of (or has the contractual right to purchase) Tract 1 as shown on the plan identified as Sheet No. PP-24AW attached hereto as Exhibit A hereof, said Tract being more particularly described in Exhibit B attached hereto;

**WHEREAS**, Developer is the owner of Tract 2 shown on the plan attached hereto as Exhibit A hereof, the same being more particularly described in Exhibit C hereof; and

**WHEREAS**, Developer may in the future redevelop Tract 2 in accordance with the plan identified as Sheet No. PP-24S attached hereto as Exhibit A-1;

**WHEREAS**, Wal-Mart and Developer desire that Tracts 1 and 2 be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial Shopping Center (sometimes hereinafter referred to as the "Shopping Center"), and further desire that said Tracts and the Outparcel(s) be subject to the easements and the covenants, conditions and restrictions hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

**1. Building/Common Areas.**

a. "Building Areas" as used herein shall mean that portion of Tract 1 and those portions of Tract 2 shown on Exhibit A or Exhibit A-1 as "Building Area" and "Future Building Area" and "Future Expansion Area". Canopies may encroach from the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas.

b. "Common Areas" shall be all of Tracts 1 and 2 except the Building Areas.

c. Conversion to Common Areas: Those portions of the Building Areas on each Tract which are converted to Common Areas shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept and maintained as provided herein.

d. "Tract" or "Tracts" shall mean either Tract 1 and/or Tract 2, as the context may require.

e. "Outparcel" or "Outparcels" shall mean the parcels designated as such on Exhibit A-1 (said areas are currently included within the area designated as Tract 2 on Exhibit A and within the area described in Exhibit C), provided that for the purposes of this ECR, the areas designated as "Proposed Outparcels D and D5" on Exhibit A-1 shall not be deemed to be Outparcels until Developer commences redevelopment of Tract 2.

f. Notwithstanding the forgoing, Wal-Mart may change, delete, reduce or otherwise modify existing Building Areas, so long as such changes do not impair access to Tract 2, and are done in compliance with applicable laws and ordinances, and further provided that the value of the Shopping Center shall not be materially diminished thereby. However, Wal-Mart shall not increase the total Building Area on Tract 1 above the expansion depicted on Exhibit A without the prior written consent of the owner of Tract 2 (which shall not be unreasonably withheld) and without obtaining all required permits and approvals from the City of Oak Ridge. Developer's inability to obtain the necessary consent of third parties despite a good faith effort shall constitute a valid basis to withhold consent.

2. Use. Buildings in the Shopping Center shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, and retail stores. A convention center will be permitted in the area north of the dashed line on Exhibit A and Exhibit A-1 in the building currently designated as Store "300" on such drawings. No theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement, or any business serving alcoholic beverages in which alcohol sales exceed 50% gross receipts shall occupy space within the portion of Tract 2 located to the south of the dashed line shown on Exhibit A and Exhibit A-1 without the prior written consent of Wal-Mart. Provided that Developer has performed its obligations under the Purchase Agreement dated JUNE 30, 2000 between Wal-Mart and Developer, Wal-Mart agrees that it shall open its business in the expanded Building Area on Tract 1 for at least one (1) day. Except as specifically provided in the preceding sentence, it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by Wal-Mart on Tract 1 or by Developer on Tract 2. Wal-Mart and Developer recognize and agree that the other may, at its sole discretion and at any time during the term of this Agreement, cease the operation of its business on Tract 1 or Tract 2; and each party hereby waives any legal action for damages or for equitable relief which might be available to it because of such cessation of business activity by the other.

3. Competing Business. Developer covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the owner of Tract 1, no space in or portion of Tract 2, and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by Developer, shall be leased or occupied by or conveyed to any other party for use as (a) a grocery store, or supermarket for so long as Wal-Mart or any affiliate of Wal-Mart is engaged in the sale of grocery products on Tract 1 or (b) as a discount department store having a Building Area greater than 90,200 square feet provided that Wal-Mart or an affiliate is engaged in the operation of a discount department store, provided, however, that nothing herein shall

prohibit the operation of an off-price store on Tract 2. As used herein, "discount department store" and "off-price store" shall have the meanings commonly used in the retail industry. Notwithstanding the foregoing, the above restrictions shall not apply to the operation of a business on Tract 2 under a lease in existence prior to JUNE 30, 2000 which does not prohibit such uses, provided, however, (i) Developer shall not amend any such existing lease so as to allow the operation of a business in violation of the foregoing exclusive use restriction such as by way of example and without limitation, amending any existing use and/or assignment or subletting provisions contained in such leases and, provided further, (ii) that if Developer has the right to withhold consent to any assignment or sublet under any such lease to a use in violation of the foregoing exclusive use restrictions it shall comply. Further, the foregoing restrictions shall not prohibit the sale of grocery items or items at a discount as an incidental part of any tenant's business and further, Developer shall be permitted one convenience store on the portion of Tract 2 located north of the dashed line shown on Exhibit A and Exhibit A-1 provided that the Building Area of such store is not greater than 10,000 square feet. These provisions are not intended, either directly or indirectly, to restrict or control the prices or range of prices at which any tenant may advertise or sell merchandise or services in Tract 2, or to require as a condition to entry into Tract 2, or otherwise, that any tenant or prospective tenant must refrain from describing or identifying itself as a member of a class of retailers which sells merchandise or services within any identifiable prices, categories of prices, or range of prices. It is understood and agreed that Developer shall not be bound by the foregoing restrictions to the extent and in the event Developer's compliance would be unlawful or in violation of rules or regulations promulgated by any court or governmental agency having jurisdiction thereof. In the event of a breach of this covenant, Wal-Mart shall have the right, in its sole discretion, to seek any and all remedies afforded by either law or equity, including, but not limited to injunctive relief.

4. Buildings.

a. Design and Construction. The Buildings Areas shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one Tract onto another Tract except as provided for in Subsection d. below. The design and construction shall be of high quality. No building on Tract 2 shall have a Building Area greater than 90,200 square feet provided, however, that a building can be larger than 90,200 square feet if it is not utilized as a discount department store. Other than the existing buildings for the theater and Proffitts, no building shall exceed thirty-eight feet (38') in height above finished grade. No building shall have a metal exterior.

b. Location. Other than the proposed Sears, JC Penney, Proffitt's and Goody's expansion shown on Exhibit A and the potential redevelopment of Tract 2 shown on Exhibit A-1, no building shall be constructed on Tracts 1 and 2 (as either immediate development or future expansion) except within the Building Areas and no improvements or alterations which substantially vary from those shown on Exhibit A or Exhibit A-1 may be made without the prior written consent of Wal-Mart and Developer. The front wall(s) of the building(s) on Tracts 1 and 2 shall be constructed in the location shown in Exhibit A or Exhibit A-1, as applicable.

c. Fire Protection. Any building constructed in the Shopping Center shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other buildings in the Shopping Center.

d. Easements. In the event building wall footings encroach from one Tract onto another, despite efforts to avoid that occurrence, the party onto whose Tract the footings encroach shall cooperate in granting an encroachment permit or easement to the party whose building wall footings encroach.

e. Outparcel(s) Development. The Outparcel(s) shall be developed only under the following guidelines:

(1) The building constructed on the Outparcel(s) shall not exceed twenty-two (22) feet in height excluding a nationally or regionally recognized prototypical architectural facades, as measured from the mean finished elevation of the parking area in front of the Shopping Center but in no event shall the height of any portion of a building in an Outparcel exceed 35 feet, as measured from the mean finished elevation of the parking area in front of the Shopping Center;

(2) Any buildings to be constructed on the Outparcel(s) shall not exceed the square footage in size as depicted on Exhibit A or Exhibit A-1 for the Outparcel(s). No additional Outparcels other than those shown on Exhibit A or Exhibit A-1 shall be created without the prior written consent of Wal-Mart.

(3) Any rooftop equipment shall be screened in a manner satisfactory to the Developer;

(4) No rooftop sign shall be erected on the building constructed;

(5) No freestanding identification sign may be erected on the Outparcel(s) without approval of the Developer, and in no event shall such freestanding identification sign exceed the height of the shopping center pylon sign or block the visibility of the Wal-Mart Store. 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 5.0 feet in height, the type and location of such signs to be approved by Developer.

(6) No building or structure of any kind shall be erected on any outparcel except upon that area designated as a building area on the Site Plan; provided, there may be constructed and maintained a canopy or canopies projecting from said building area; normal foundations and doors for ingress and egress may project from such building area; and signs may be erected upon said canopy or canopies, so long as said signs do not obstruct the signs of any other owner or tenant of the Shopping Center.

(7) In developing and using the Outparcel(s), the owner of the Outparcel(s) shall

continuously provide and maintain a parking ratio which is the greater of five (5) spaces for every one thousand (1,000) square feet of Building Area or that which is required by local ordinance. In addition, the owner shall cause landscaping areas to be added and maintained in conjunction with any building or other improvement as required by local ordinance.

(8) The Outparcel(s) shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.

5. Common Areas.

a. Grant of Easements. Each party, as grantor, hereby establishes and grants a nonexclusive easement for the benefit of the owner of each Tract, and their agents, customers, invitees, licensees, tenants and employees, over, through and around their respective Tracts for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, and the use of facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the Building Areas defined above. In addition to the foregoing, Developer and Wal-Mart hereby grant for the benefit of those certain Outparcel(s) now owned by Developer and depicted on Exhibit A or to be established by Developer and depicted on Exhibit A-1, nonexclusive easements for vehicular and pedestrian access, ingress, and egress over and across Tract 1 and Tract 2; provided, however, in no event shall the owner occupant, licensee or invitee of any of the Outparcel(s) be permitted to use Tract 1 or Tract 2 for vehicular parking or for any other purpose other than as described above.

b. Limitations on Use.

(1) Customers. Each party shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business on Tracts 1 and 2.

(2) Employees. Each party shall use reasonable efforts to ensure that employees shall not park on the Common Areas, except in areas designated on Exhibit A or Exhibit A-1 as "employee parking areas," if any. The parties hereto may from time to time mutually designate and approve "employee parking areas" not shown on Exhibit A or Exhibit A-1.

(3) General. Any activity within the Common Areas other than its primary purpose of the Common Areas, which is to provide for parking for the customers, invitees and employees of those businesses conducted with the Building Areas and for the servicing and supplying of such businesses, shall be permitted so long as such activity shall not unreasonably interfere with such primary purpose. The use by the owner or tenant(s) of Tract 1 or Tract 2 of the Common Areas on such Tract 1 or Tract 2 for the display, sale and storage of merchandise and for the use of

seasonal sales structures within its own respective Tract only is expressly permitted. Persons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use.

c. Utility and Service Easements. Wal-Mart and Developer hereby establish and grant nonexclusive easements for the benefit of the owner of each Tract or Outparcel, on, across and under the Common Areas, to install, use, maintain and repair public utility services and distribution systems (including storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Shopping Center and the Outparcel(s)), now upon or hereafter installed on, across or under the Common Areas or those areas of any Outparcel not used for buildings, to the extent necessary to service such Tract or Outparcel. Both parties shall use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas. The location of any utilities hereafter installed shall be determined by and/or consented to the owner of the Tract or Outparcel upon which such utilities are to be installed. Any such installed utility services may be relocated by the owner of a Tract or Outparcel on such owner's Tract or Outparcel, subject to compliance with applicable laws, at the expense of the owner of that Tract or Outparcel, provided that such relocation shall not interfere with, increase the cost of, or diminish utility services to any other Tract or Outparcel and, further provided, that no utilities shall be relocated on Tract 1 without the prior written consent of Wal-Mart and no utilities shall be relocated on Tract 2 without the prior written consent of Developer.

d. Water Flow. Developer and Wal-Mart hereby establish and grant nonexclusive easements for the benefit of the owner of each Tract or Outparcel to use, maintain and repair any storm water drainage system, excluding the portion of Tract 2 designated as "Mall Detention Pond" on Exhibit A and Exhibit A-1 which shall be maintained by Developer (the "Storm Drainage System") now or hereafter located on either Tract or any Outparcel, together with the right to discharge surface water runoff across portions of either Tract or any Outparcel in accordance with the design of the Storm Drainage System. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements substantially as shown on Exhibit A or Exhibit A-1 (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.

b. Development, Maintenance, and Taxes.

a. Development.

(1) Arrangement. The arrangement of the Common Areas shall not be changed in a manner inconsistent with the provisions of this Agreement.

(2) "Parking Area" Ratio. Developer agrees that at all times there shall be independently maintained parking area on the portion of Tract 2 located to the south of the dashed line shown on

Exhibit A and Exhibit A-1 sufficient to accommodate the greater of (i) 650 car spaces or (ii) five (5) car spaces for each one thousand (1,000) square feet of gross leasable area on such portion of Tract 2 including all of Space 700 as shown thereon. Wal-Mart agrees that at all times there shall be independently maintained on its Tract parking area sufficient to accommodate no fewer than 4.4 car spaces for each thousand (1,000) square feet of gross leasable area on its Tract. Wal-Mart and Developer, as the owners of Tract 1 and Tract 2, agree that at all times there shall be independently maintained on its Tract parking area sufficient to meet the requirements of applicable governmental ordinances or regulations, subject to such variances as Wal-Mart or Developer, may obtain.

(3) Development Timing. Concurrent with any building being constructed within the Building Areas of either tract by the owner of said Tract (the "Developing Party"), the Common Areas of that Tract shall be developed in accordance with Exhibit A or Exhibit A-1 as applicable at the expense of such Developing Party.

b. Maintenance.

(1) Standards. Following completion of improvements (including buildings and Common Areas) on any Tract or Outparcel, the owner of such Tract or Outparcel shall maintain such improvements in good condition and repair. The maintenance is to include, without limitation, the following:

(a) Maintaining the surfaces of the parking area in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

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

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

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

(e) Maintaining all buildings and all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair;

(f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary; and

(g) Maintaining elements of the Storm Drainage System and all utility lines unless such lines have been dedicated to a governmental authority or a public utility for maintenance.

(2) Expenses. The respective owners shall pay the maintenance expense of their Tracts, provided that Wal-Mart shall reimburse the owner of Tract 2 its prorata share of the costs of maintaining the driveway(s) shaded on Exhibit A and Exhibit A-1 within 30 days after receipt of an itemized statement of such maintenance costs. Wal-Mart's prorata share shall be a fraction, the numerator of which shall be the Building Area on Tract 1 and the denominator of which shall be the total Building Area on Tract 1 and Tract 2 from time to time. Upon completion of the proposed Wal-Mart expansion and the proposed Sears and JC Penney expansions shown on Exhibit A, Wal-Mart's prorata share shall be 28%.

(3) By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of a party to maintain the Common Areas within its Tract in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to such party to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

c. Taxes. Each of the parties hereto agrees to 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 that part of the real property and improvements owned by it.

7. Signs. Except as currently existing or as permitted in existing leases, no sign shall be located on the Common Areas on Tracts 1 and 2 except signs advertising businesses conducted thereon. No signs shall obstruct the ingress and egress shown on Exhibit A or Exhibit A-1.

8. Indemnification/Insurance.

a. Indemnification. The owner of each Tract hereby indemnifies and saves the other parties harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own Tract or Outparcel, except if caused by the act or negligence of the other party hereto.

b. Insurance.

(1) The owner of each Tract shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$5,000,000.00 for injury or death of a single



person, and to the limit of not less than \$5,000,000.00 for any one occurrence, and to the limit of not less than \$5,000,000.00 for property damage. The owner of each Tract shall provide the owner of the other Tract with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without thirty (30) days prior written notice to the other party.

(2) At all times during the term of this Agreement, the owner of each Tract shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the form of All-Risk insurance coverage in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements which proceeds are to be applied to the rebuilding of the premises. The owner of a Tract shall pay for any increase in the cost of insuring the improvements on the other Tract if such increase is due to the use by such owner or its tenant(s) of its Tract.

(3) Policies of insurance provided for in this Paragraph 8 shall name Wal-Mart and Developer as insureds as their respective interests may appear, and each of them shall provide to the other certificates evidencing the fact that such insurance has been obtained.

(4) The owner of each Tract and Outparcel, each for itself and its property insurer, hereby releases the others, and their tenants, employees and agents from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any tenant, agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance (including deductibles or self-insured retentions) which the releasing party is obligated under this ECR to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

(5) Notwithstanding anything to the contrary contained in this Paragraph 8, so long as the net worth of Wal-Mart shall exceed One Hundred Million Dollars (\$100,000,000.00), and so long as Wal-Mart is owner of Tract 1, Wal-Mart shall have the right to retain the financial risk for any claim.

9. Eminent Domain.

a. Owner's Right To Award. Nothing herein shall be construed to give the owner of any Tract or Outparcel any interest in any award or payment made to another party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's Tract or Outparcel or giving the public or any government any rights in said Tract or Outparcel. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located on Tracts 1 and 2, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.

b. Collateral Claims. All other owners of Tracts or Outparcels may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

c. Tenant's Claim. Nothing in this Paragraph 9 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

d. Restoration Of Common Areas. The owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas within its respective Tract as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

10. Rights And Obligations Of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon any Tract or Outparcel, such lien shall expressly be subordinate and inferior to the lien of any first lien mortgage or deed of trust now or hereafter placed on such Tract or Outparcel. Except as set forth in the preceding sentence, however, any holder of a mortgage or deed of trust on any Tract or Outparcel, and any assignee or successor in interest of such mortgage or deed of trust, shall be subject to the terms and conditions of this Agreement.

11. Expansion Of Shopping Center. The parties agree that in the event the Shopping Center is expanded by addition of adjacent land, all of the provisions of this Agreement shall apply to the expanded area and the parking to the building ratio in the expanded area shall not be less than that provided in Paragraph 6a(2). However, this Paragraph 11 shall not apply to any property located north of Wilson Street.

12. Release from Liability. Pursuant to that certain Declaration of Trust, amended and restated as of August 6, 1993 (as may be amended and/or restated), Crown American Realty Trust (the "Trust") is the sole general partner of Developer. The Trust designates certain trustees to act on behalf of the Trust from time to time (the "Trustees"). Wal-Mart acknowledges and agrees that Wal-Mart shall look solely to Developer, the Trust and the interest of the Trust in and to Tract 2 for the enforcement of any claims against Developer and/or the Trust. Wal-Mart further acknowledges and agrees that the Trustees, officers, agents and shareholders of the Trust do not assume any personal liability for the obligations of the Trust by reason of

its respective status as said Trustee, officer, agent and/or shareholder.

**13. Breach.**

a. **Parties With Remedies.** In the event of breach or threatened breach of this Agreement, only all record owners of Tract 1 as a group, or all record owners of Tract 2 as a group, or Wal-Mart so long as it or any affiliate has an interest as owner of Tract 1 or Developer so long as it or any affiliate has an interest as owner of Tract 2, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party as determined by a court of competent jurisdiction a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed. Notwithstanding the foregoing, all of the record owners of an Outparcel shall be entitled to take any action permitted by this ECR with respect to the breach of Paragraphs 5(a), 5(c), 5(d), 6(b), 6(c), 8(a), 8(b)(4) and 9.

b. **Remedies.** If any owner shall fail to perform any covenant or condition contained in this ECR, the aggrieved party shall give the defaulting party at least thirty (30) days written notice of such alleged default. If such default shall not have been cured within said period of thirty (30) days after the service of notice of default (or if such default be not reasonably susceptible of being cured within said period of thirty (30) days, and said defaulting party shall have not in good faith commenced curing such default within said thirty (30) day period and shall not thereafter prosecute curing such default with diligence and continuity to completion) the aggrieved party may institute legal proceedings for full and adequate relief from the consequences of said default or threatened default.

c. **Right of Entry.** The defaulting party hereby grants to the aggrieved party from and after notice is given and the cure period has expired without cure, as set forth in Paragraph 13(b) above, a non-exclusive right of entry and non-exclusive easements across and under any and all parts of the defaulting party's Tract or Outparcel (excluding the right to enter any buildings demised to or owned by others) for all purposes reasonably necessary to enable the aggrieved party (acting directly or through agents, contractors, or subcontractors), to perform any of the terms, provisions, covenants or conditions of this ECR which the defaulting party shall have failed to perform, after notice and time to cure, as aforesaid, but no notice and time to cure need be given in the event of any emergency.

14. **Rights of Successors.** The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter. Notwithstanding the foregoing, the owners of the Outparcel(s) shall have the right to enforce, and shall have the benefit of, only Paragraphs 5(a), 5(c), 5(d), 6(b), 8(a), 8(b)(4) and 9.

15. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Developer and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of (a) Wal-Mart as long as it or its affiliate has any interest as owner of Tract 1, or its successors in interest; and (b) Developer, as long as it or its affiliate has any interest as owner of Tract 2, or its successors in interest in Tract 2 only; and (c) with respect to Paragraphs 5(a), 5(c), 5(d), 6(b), 8(a), 8(b)(4), 9 and 13, the owners of each Outparcel (to the extent such modification or cancellation affects such Outparcel); and (d) with respect to Paragraph 4(e), the owner or lessee of an Outparcel with respect to which a provision is modified or terminated.

16. Intentionally Omitted

17. Duration. Unless otherwise canceled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

18. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

19. Transfer of Interests: Notices.

a. In the event that any person or entity (the "Acquiring Party") shall acquire a fee or mortgage interest in any tract subject to this ECR, or any portion thereof, the Acquiring Party shall execute and file in the land records of Anderson County, Tennessee, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this ECR may be sent, the nature of the interest held by the Acquiring Party, and clear identification of the identity of the Tract and reference to the fact that such Tract is subject to this ECR with reference to the deed book and page in which this ECR is recorded and the date that such interest was acquired (the "Notice Statement"). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, a copy of such Notice Statement to all other persons or entities then holding fee or mortgage interests in any tract subject to this ECR, or any portion thereof, as reflected by the Notice Statements then of record in the land records of Anderson County, Tennessee (the "Existing Interest Holders"). Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Subparagraph (a), it shall not be entitled to receive any notice required or permitted to be given under this Declaration, and the Existing Interest Holders shall have no obligation to give any such notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. It is understood and agreed that the provisions of this Paragraph 19 regarding the recordation of the Notice Statement are satisfied with respect to Developer and Wal-Mart. The parties recognize Developer's current mortgagee and the address of such mortgagee as set

forth below in lieu of a Notice Statement to be filed by such mortgagee:

SouthTrust Bank  
P.O. Box 2554  
420 20th Street North, 11th Floor  
Birmingham, Alabama 35290  
Attn: Commercial Real Estate Department

with a copy of any notice to go to:

Ronald H. Johnston  
SouthTrust Bank  
230 Fourth Avenue North  
8th Floor  
Nashville, Tennessee 37219

b. Any notice hereunder shall be in writing and shall be served by overnight delivery or certified mail, return receipt requested, postage prepaid, addressed to the respective addresses of the parties as follows:

If intended for Developer:  
Crown American Properties, L.P.  
Pasquerilla Plaza  
Johnstown, Pennsylvania 15901  
Attention: Legal Department

If intended for Wal-Mart:  
Wal-Mart Real Estate Business Trust  
2001 SE 10th Street  
Bentonville, Arkansas 72712-6489  
Attention: Property Management Department

Each party to this ECR may designate by notice in writing a new or other address to which such notice shall thereafter be so given or served. A copy of any such notice shall also be contemporaneously delivered in the manner herein specified to any fee mortgagee or tenant who shall have duly registered with any party its name and address. Notice shall be deemed given when received.

20. Intentionally Omitted

21. Right of First Refusal. Wal-Mart hereby covenants with the Developer that in the event that Wal-Mart proposes to sell a fee simple ownership interest in the Tract 1 or any part thereof (the "Property to Be Sold") to a party other than an affiliate of Wal-Mart, Wal-Mart shall first offer to Developer the right to purchase such property. In the event that Wal-Mart conveys all or part of Tract 1 to an affiliate, such transferee shall be deemed to be "Wal-Mart" for the purposes of this Paragraph 21 and the right-of-first refusal herein shall apply if such affiliate proposes to sell any Property to Be Sold to a party other than Wal-Mart or another affiliate. Such offer and the terms thereof shall be in writing. Developer shall have sixty (60) days from and after receipt of such offer either to accept such offer or to reject it in writing. The failure of Developer to respond to such offer or to reject it in writing within such sixty (60) day period shall be deemed a rejection thereof. If such an offer is rejected, Wal-Mart or its affiliate may sell the Property to Be Sold to any other party within one hundred eighty (180) days after the Developer's rejection of the offer, provided, however, that if the terms of the proposed sale differ from the terms offered to the Developer, Wal-Mart shall first submit to Developer the offer with such different terms. Developer shall accept or reject such new offer in writing within ten (10) days after its receipt thereof. The failure of Developer to respond

within such ten (10) day period shall be deemed a rejection thereof, and Wal-Mart may proceed with the sale to a third party.

As used in this Paragraph 21, an affiliate of Wal-Mart means any (i) owner of an equity or beneficial interest in such party, (ii) entity of which a majority of the voting interest is owned by one or more of the persons referred to in the preceding clause (i).

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST

George J. Baesd  
Its Assistant Secretary

(SEAL)

WAL-MART REAL ESTATE TRUST  
a Delaware business trust

[Signature]  
Its Assistant Vice President

"Wal-Mart"

ATTEST

L.P.

Trust

CROWN AMERICAN PROPERTIES,

By: Crown American Realty

Its sole general partner

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

"Developer"

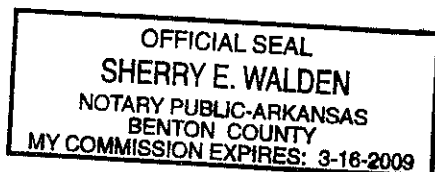
STATE OF ARKANSAS  
COUNTY OF BENTON

Before me, BARRY SHANNAHAN, of the State and County aforesaid, personally appeared, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged him self to be Assistant Vice President of WAL-MART REAL ESTATE BUSINESS TRUST, the within-named bargainor, a business trust, and that he as such Assistant Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the business trust by self as Assist. Vice President.

WITNESS my hand and seal at office in Bentonville, AR, this 13<sup>th</sup> day of JULY, 2000.

Sherry E. Walden  
Notary Public

My Commission Expires:



Approved as to legal terms only  
by [Signature]

Wal-Mart Legal Team

Date: 7/1/00

BK 1156 PG 398

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST

WAL-MART REAL ESTATE TRUST  
a Delaware business trust

Its Assistant Secretary

Its Assistant Vice President

(SEAL)

"Wal-Mart"



CROWN AMERICAN PROPERTIES, L.P.

By: Crown American Realty Trust  
Its sole general partner

By: Ronald P. Rusinak  
Its: Vice President

"Developer"

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_, of the State and County \_\_\_\_\_ aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged \_\_\_\_\_self to be Assistant Vice President of WAL-MART REAL ESTATE BUSINESS TRUST, the within-named bargainor, a business trust, and that \_\_\_\_\_he as such Assistant Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the business trust by \_\_\_\_\_self as \_\_\_\_\_.

WITNESS my hand and seal at office in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

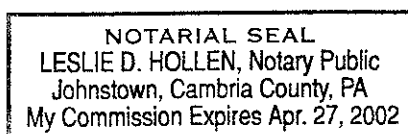
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CAMBRIA

Before me, Leslie D. Hollen, of the state and county aforesaid, personally appeared Ronald P. Rusinak, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be Vice President of CROWN AMERICAN REALTY TRUST, a business trust, which is sole general Partner of CROWN AMERICAN PROPERTIES, L.P., the within-named bargainor, a limited partnership, and that he as such Vice President of the sole general Partner, executed the foregoing instrument for the purpose therein contained by signing the name of the business trust (as sole general Partner) by himself as Vice President.

WITNESS my hand and seal this 20<sup>th</sup> day of June, 2000.

Leslie D. Hollen  
Notary Public

My commission expires: 4/27/2002





JOINDER OF MORTGAGE

SouthTrust Bank, an Alabama banking corporation f/k/a SouthTrust Bank, National Association, a national banking association ("Mortgagee"), which is the beneficiary under a Deed of Trust recorded in Book 1019, page 928 in the Anderson County Register's Office (the "Deed of Trust"), hereby joins in the execution of this instrument for the purpose of granting and confirming its consent to the foregoing Easements with Covenants and Restrictions (the "ECR"). The ECR, and all terms and provisions hereof shall survive any foreclosure of such Deed of Trust or deed in lieu of foreclosure, and all terms and provisions of this instrument shall remain in full force and effect after any such foreclosure or deed in lieu of foreclosure.

Dated the 21 day of June, 2000.

SOUTHTRUST BANK, f/k/a SouthTrust Bank, National Association

By: [Signature]  
Its: Vice President

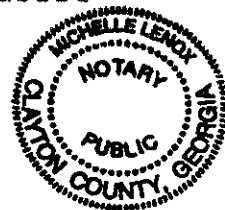
STATE OF Georgia  
COUNTY OF Fulton

Before me, Michelle Leno, of the State and County aforesaid, personally appeared Lisa Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged he self to be Vice President of SOUTHTRUST BANK, the within-named bargainer, an Alabama banking corporation, f/k/a SouthTrust Bank, National Association and that he as such Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by he self as Vice President.

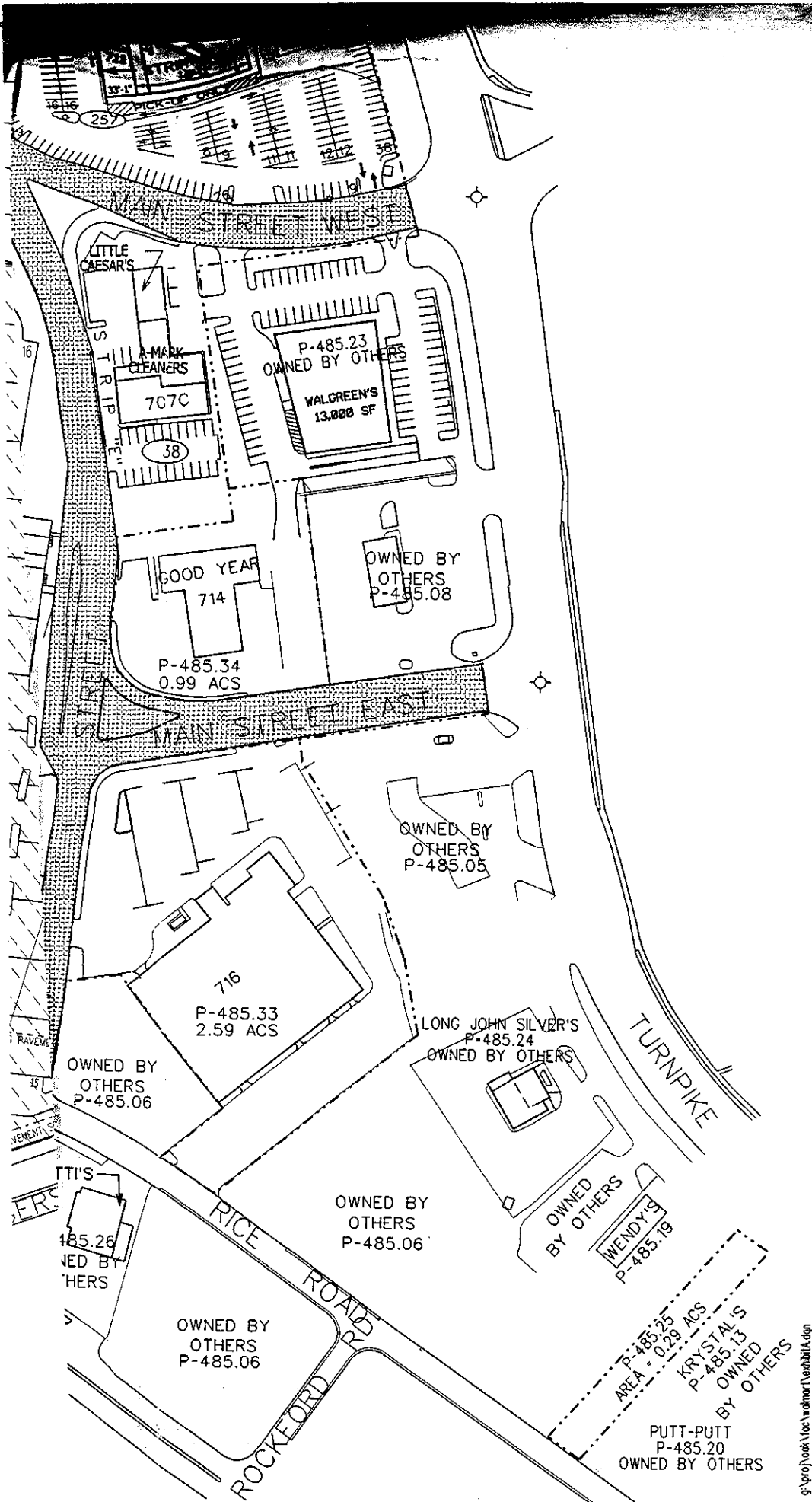
WITNESS my hand and seal at office in Atlanta, Ga.  
this 21 day of June, 2000.

Michelle Leno  
Notary Public

My Commission Expires: 2/23/03



My Commission Expires February 23, 2003



# EXHIBIT "A"

<b>CROWN AMERICAN</b> <b>PASQUERILLA PLAZA</b> <b>JOHNSTOWN, PENNSYLVANIA 15907</b> <b>814-536-4441</b>	
<b>PROP PLOT PLAN</b> <b>OAK RIDGE MALL</b>	<b>SHEET TITLE:</b> <b>OAK RIDGE, TENNESSEE</b>
<b>DRAWN BY:</b> NACHABON	
<b>CHECKED BY:</b>	
<b>DATE:</b> APR 1, 1993	
<b>JOB NO:</b> 421	
<b>SHEET NO:</b>	
<b>PP-24AW</b>	
<b>SEQUENCE 01 OF 01 TOTAL</b>	

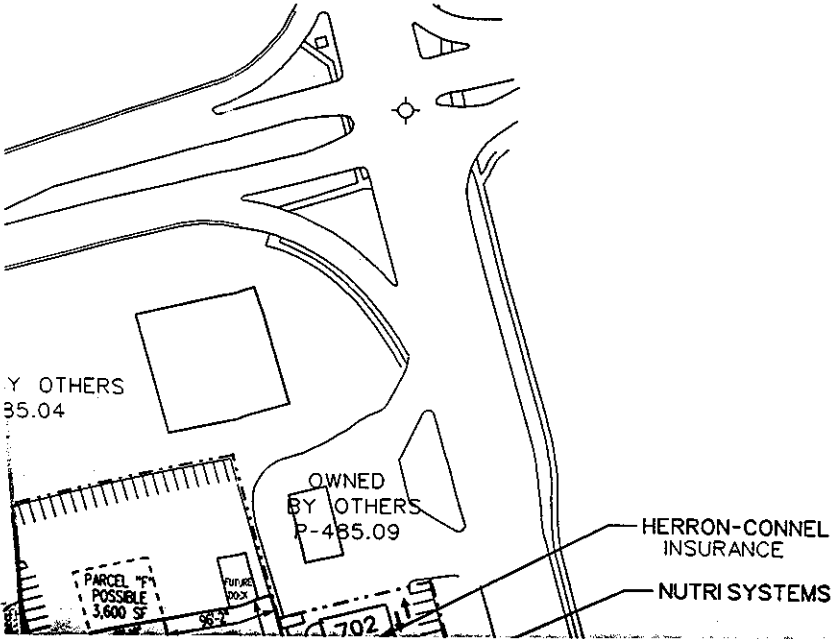
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OAK RIDGE MALL SQUARE FOOTAGE CHART (LP24AW)				
DESCRIPTION	EXISTING	WALMART EXPANSION	TOTAL	FUTURE
JCPenney	64,187		64,187	8,000
PROFFITT'S (1)	50,000		50,000	
PROFFITT'S (2)	64,187		64,187	27,257
SEARS	75,218		75,218	15,000
WAL-MART	114,680	95,717	210,397	
GOODYS	22,145		22,145	
BOX 204	24,000	-11,778	12,222	
SMALL RETAIL/OFFICE SHOPS	212,033	-16,140	195,893	-34,343
FREE STANDING THEATER	50,400		50,400	
FOOD COURT TENANTS (12 TOTAL)	7,182	-7,182	0	
KIOSKS	1,044		1,044	
GROSS LEASABLE AREA	685,076	60,617	745,693	15,914
COMMON MALL AREA	66,564	-4,639	61,925	-2,773
SERVICE CORRIDOR AREA	12,691	-433	12,258	412
FOOD COURT COMMON AREA	11,570		11,570	
MECHANICAL ROOMS	4,609	-1,222	3,387	-924
MANAGEMENT / OPERATIONS AREA	29,582	2,360	31,942	-4,527
PUBLIC FACILITIES	3,025		3,025	
OAK RIDGE CONFERENCE CENTER	12,298		12,298	
ELECTRONIC CONVERSION EMENDATION	- 66		-66	
TOTAL BUILDING AREA	824,305	56,683	880,988	7,275

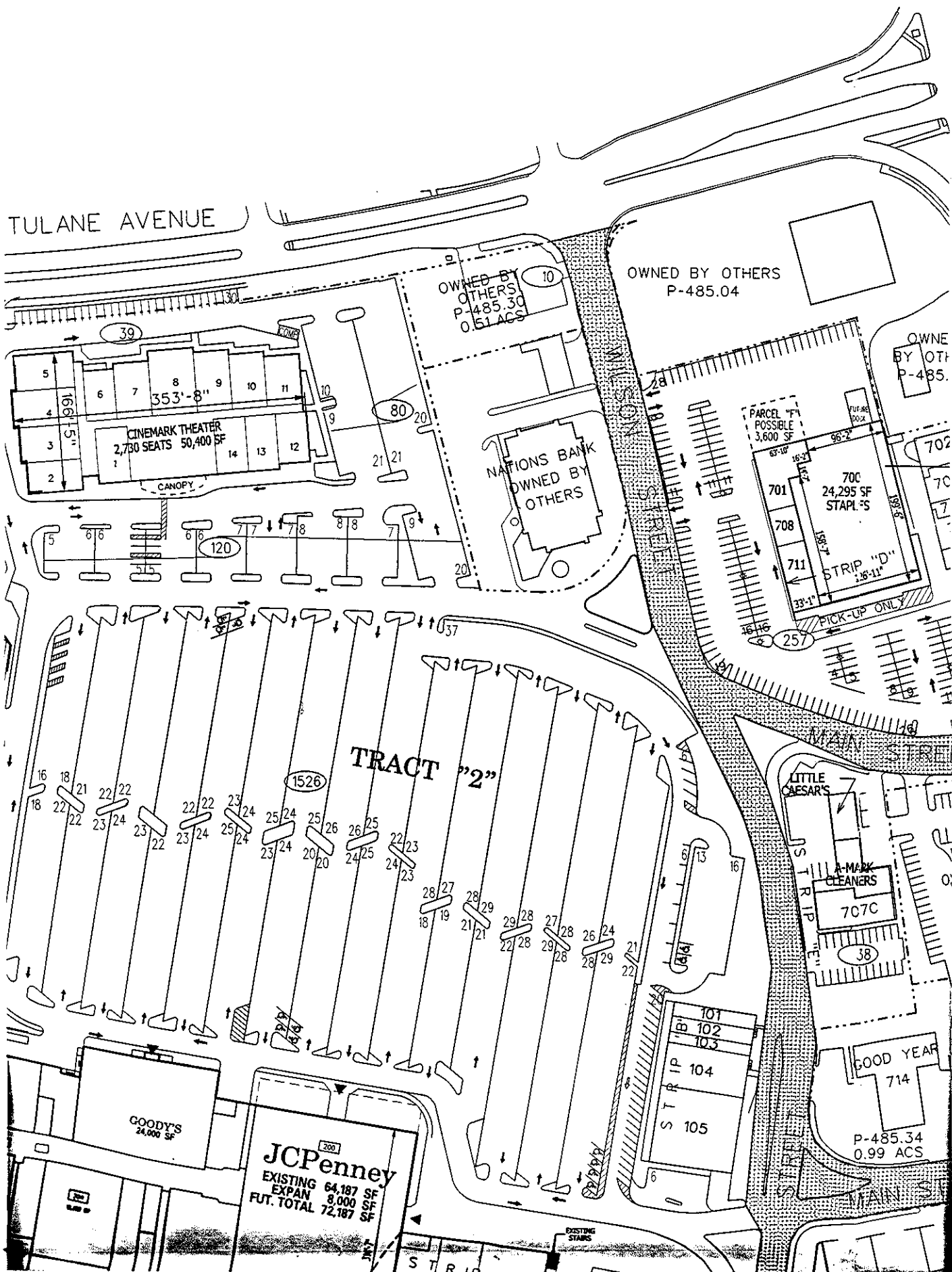
NOTE: KIOSKS NOT INCLUDED IN TOTAL BUILDING AREA



**PLOT PLAN (PP24AW)**  
**REVISION DATE: 05-17-2000 NAC**

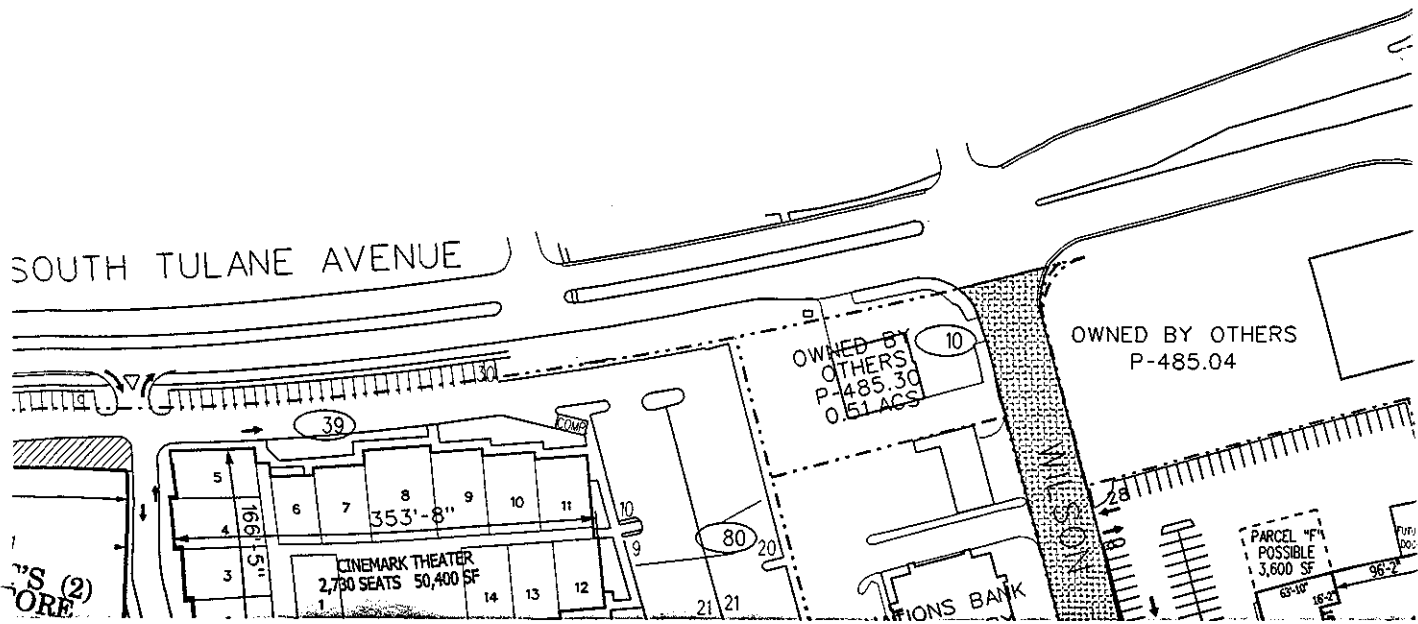
**LEASE PLAN (LP24AW)**  
**REVISION DATE: 05-16-2000 NAC**





RICAN

CAP LP - ACREAGE SUMMARY		
PARCEL 485.07	MALL & STRIPS	65.08 ACS.
PARCEL 485.25	(WALLACE ROAD)	0.29 ACS.
PARCEL 485.29	("E")	0.79 ACS.
PARCEL 485.32	WALMART	15.36 ACS.
PARCEL 485.33	3 E. MAIN ST.	2.59 ACS.
PARCEL 485.34	110 E. MAIN ST	0.99 ACS.
TOTALS		85.10 ACS.

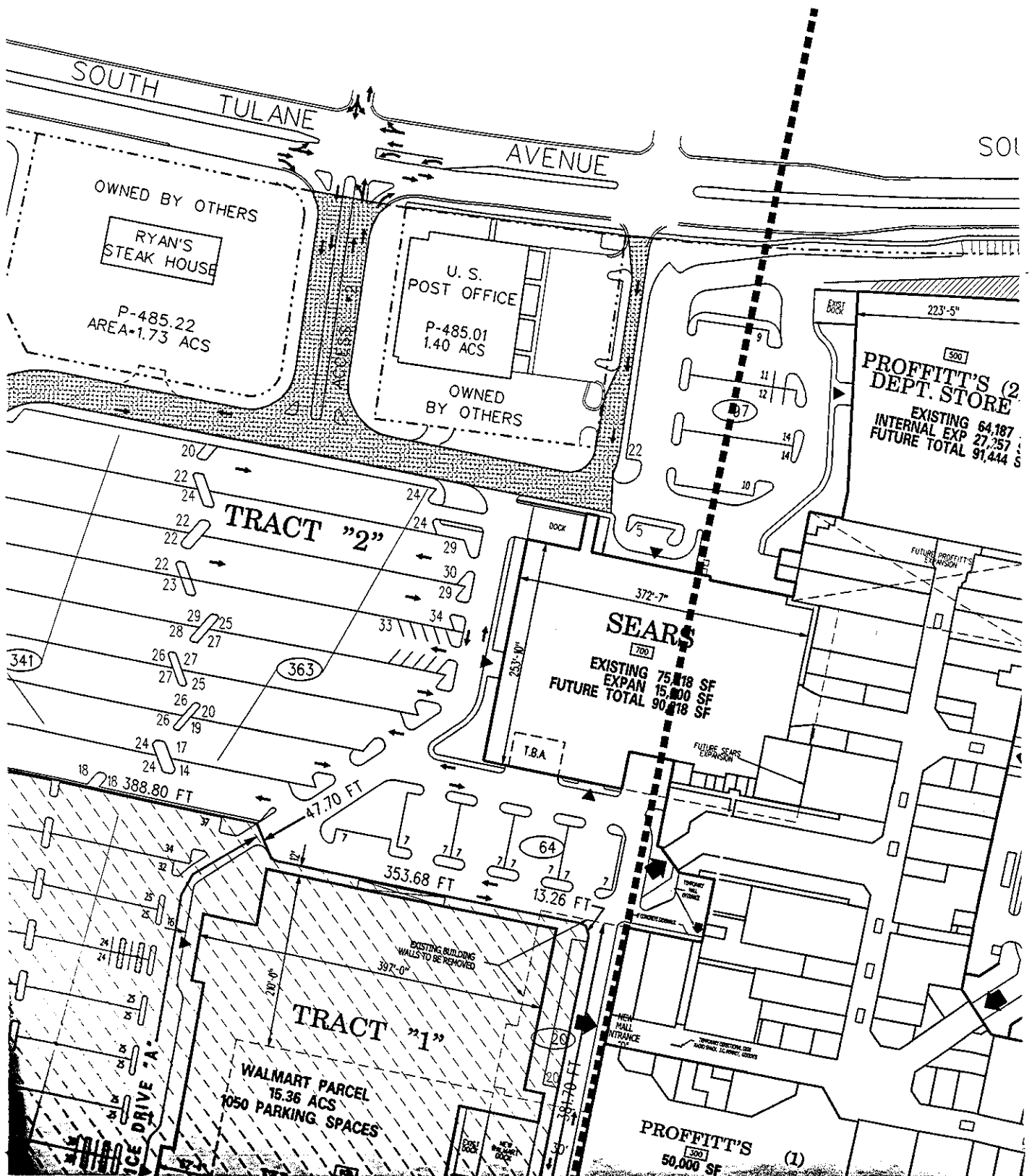


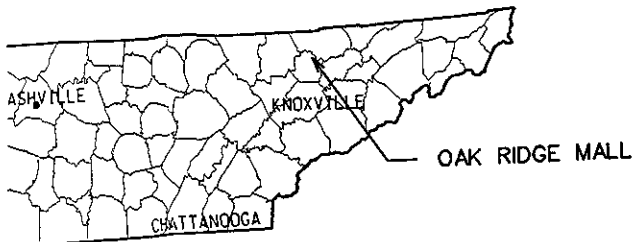




293 SF-GLA / 5.0 spaces / 1,000 SF-GLA)	3,476	5.0
"A" & "B"		
92 SF-GLA / 5.0 spaces / 1,000 SF-GLA)	275	5.0
TER (50,000 SF, 2,730 Seats)		
red = 1 Space/ 4 Seats= 685 Spaces, however	513	
ith Joint use this can be reduced by 25%)		
TOTAL	4,264	

(4,148 SPACES PROVIDED)



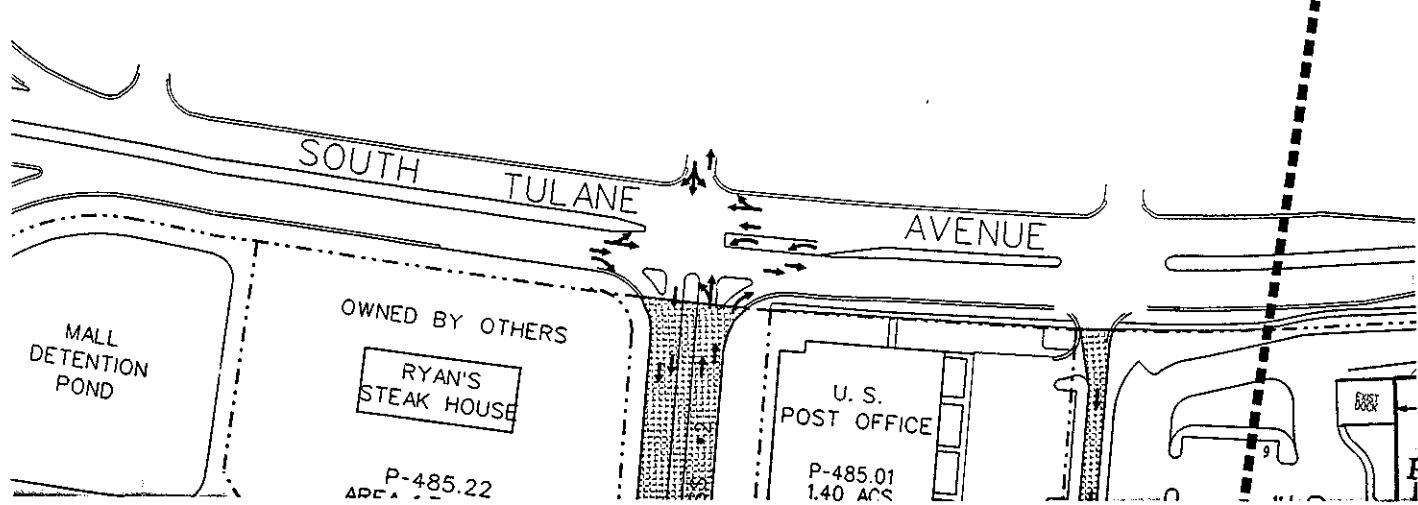


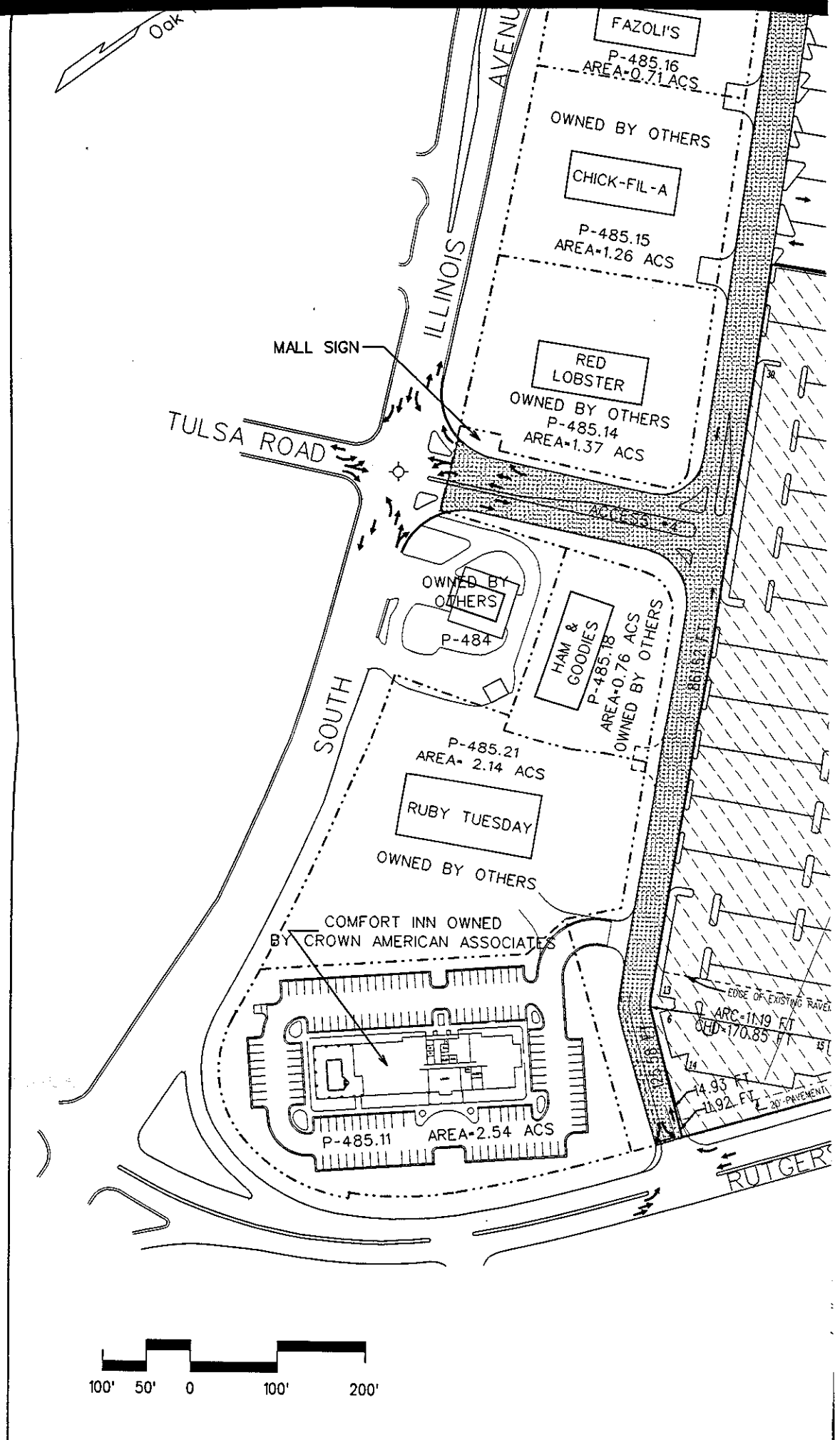
CROWN A

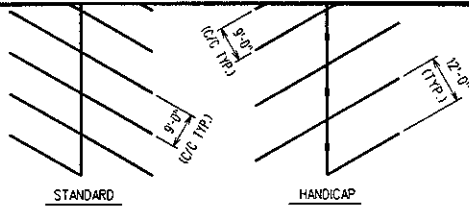
EXISTING PARKING SUMMARY			
AREA	G.L.A.	SPACES	RATIO
MALL, STRIPS A & B THEATER	707,772	3,715 513	5.25 SPECIAL RATE

PROPOSED OAK RIDGE PARKING SUMMARY		
AREA	PARKING REQUIRED	PARKING RATIO
PROPOSED MALL REVISION (695,293 SF-GLA / 5.0 spaces / 1,000 SF-GLA)	3,476	5.0
STRIP "A" & "B" (55,092 SF-GLA / 5.0 spaces / 1,000 SF-GLA)	275	5.0
THEATER (50,000 SF, 2,730 Seats) (Required = 1 Space/ 4 Seats = 685 Spaces, however with Joint use this can be reduced by 25%)	513	
TOTAL	4,264	

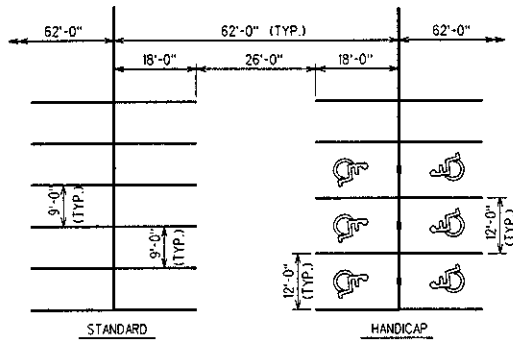
(4,148 SPACES PROVIDED)



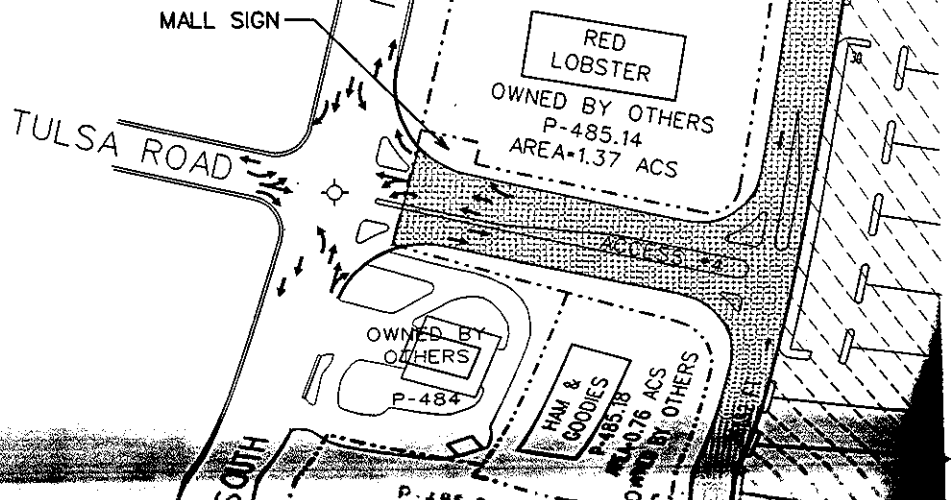
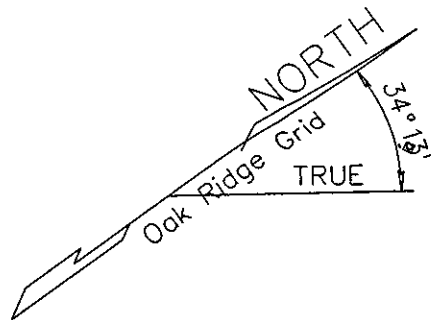




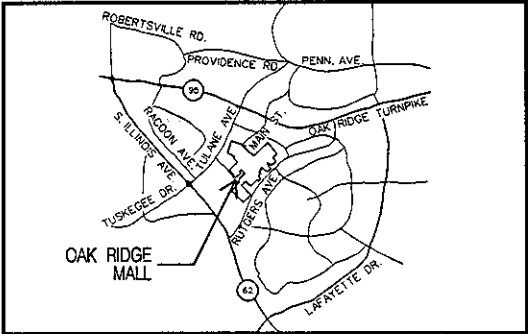
60° PARKING STALL DETAIL  
N.T.S.



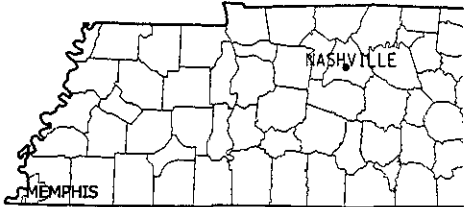
90° PARKING STALL DETAIL  
N.T.S.



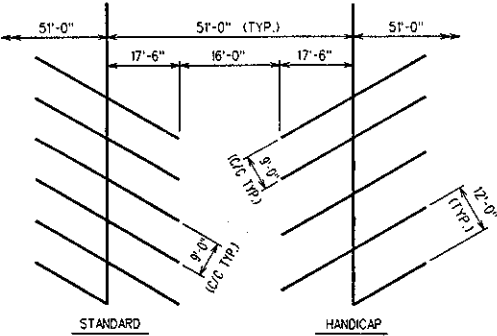
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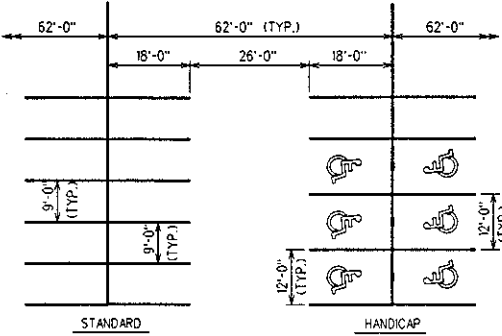
LOCATION MAP



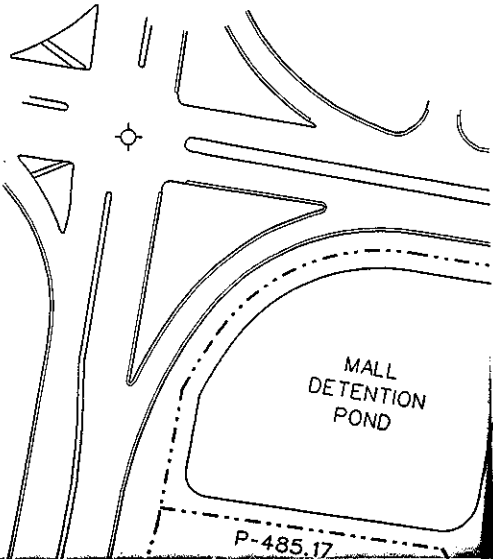
TENNESSEE



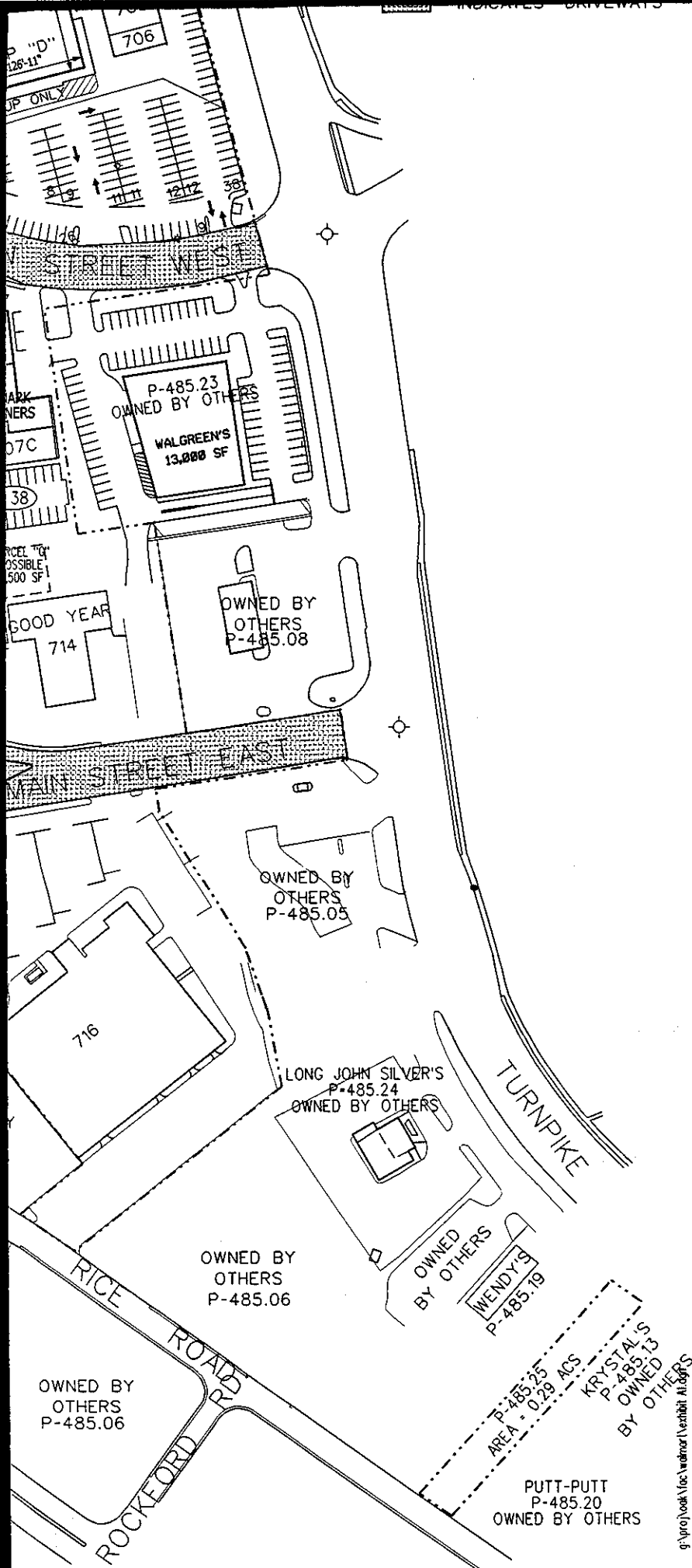
60° PARKING STALL DETAIL  
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90° PARKING STALL DETAIL  
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# EXHIBIT "A1"

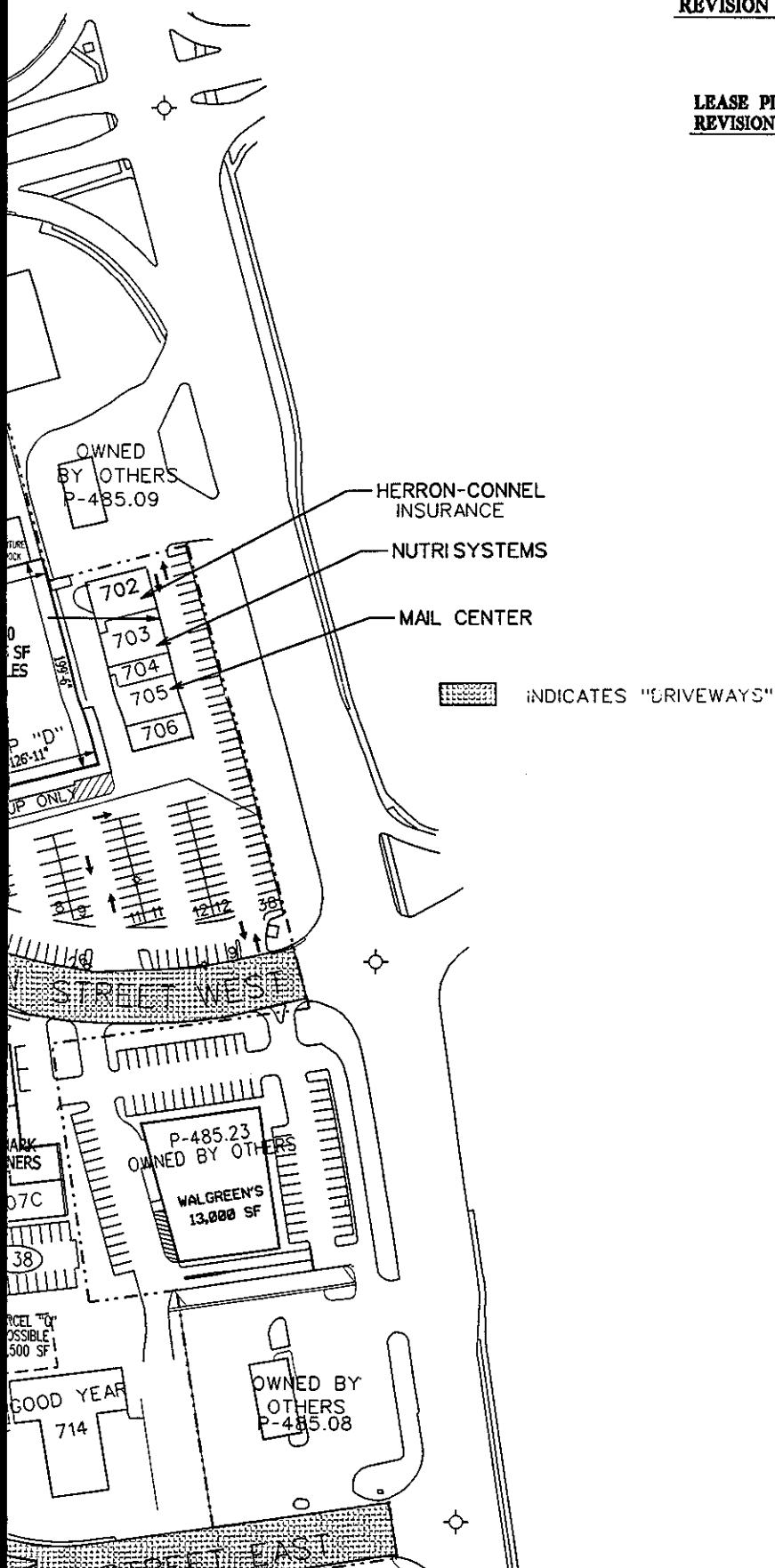
CROWN AMERICAN PASQUERILLA PLAZA JOHNSTOWN, PENNSYLVANIA 15907 814-536-4441	
PROPLOT PLAN OAK RIDGE MALL	SHEET TITLE: OAK RIDGE, TENNESSEE
DRAWN BY: NACHABON	
CHECKED BY:	
DATE: APR 1, 1993	
JOB NO: 421	
SHEET NO: PP-24S	
SEQUENCE 01 OF 01 TOTAL	

OAK RIDGE CONFERENCE CENTER	12.298			12.298	
ELECTRONIC CONVERSION EMENDATION	- 66			-66	
TOTAL BUILDING AREA	824.305	29.951	-97.065	757.191	-2.025

NOTE: KIOSKS NOT INCLUDED IN TOTAL BUILDING AREA

**PLOT PLAN (PP24S)**  
**REVISION DATE: 05-17-2000 NAC**

**LEASE PLAN (LP24S)**  
**REVISION DATE: 05-17-2000 NAC**

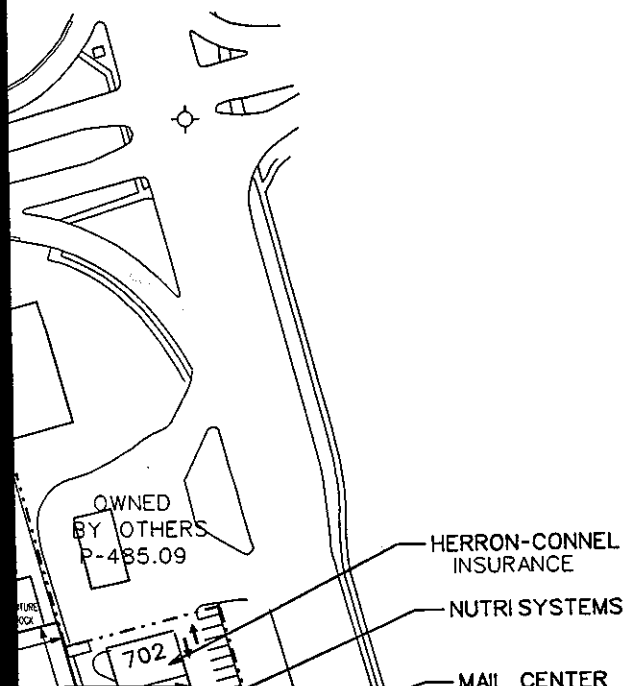


OAK RIDGE MALL SQUARE FOOTAGE CHART (LP24S)					
DESCRIPTION	EXISTING	WALMART EXPANSION	MALL REDUCTION	TOTAL	FUTURE
JCPenney	64,187			64,187	8,000
PROFFITT'S (1)	50,000			50,000	
PROFFITT'S (2)	64,187			64,187	17,130
SEARS	75,218			75,218	15,000
WAL-MART	114,680	95,717		210,397	
GOODYS	22,145			22,145	
BOX 204	24,000	-4,580		19,420	
SMALL RETAIL/OFFICE SHOPS	212,033	-25,706	-57,642	128,685	-34,343
FREESTANDING THEATER	50,400			50,400	
FOOD COURT TENANTS (12 TOTAL)	7,182	-7,182		0	
KIOSKS	1,044		-1,044	1,044	
<b>GROSS LEASABLE AREA</b>	<b>685,076</b>	<b>58,249</b>	<b>-58,686</b>	<b>684,639</b>	<b>5,787</b>
COMMON MALL AREA	66,564	-9,122	-36,237	21,205	-2,773
SERVICE CORRIDOR AREA	12,691	-1,960	-1,740	8,991	412
FOOD COURT COMMON AREA	11,570			11,570	
MECHANICAL ROOMS	4,609	-1,447	-1,286	1,876	-924
MANAGEMENT / OPERATIONS AREA	29,582	-15,769	-160	13,653	-4,527
PUBLIC FACILITIES	3,025			3,025	
OAK RIDGE CONFERENCE CENTER	12,298			12,298	
ELECTRONIC CONVERSION EMENDATION	- 66			-66	
<b>TOTAL BUILDING AREA</b>	<b>824,305</b>	<b>29,951</b>	<b>-97,065</b>	<b>757,191</b>	<b>-2,025</b>

NOTE: KIOSKS NOT INCLUDED IN TOTAL BUILDING AREA

**PLOT PLAN (PP24S)**  
**REVISION DATE: 05-17-2000 NAC**

**LEASE PLAN (LP24S)**  
**REVISION DATE: 05-17-2000 NAC**







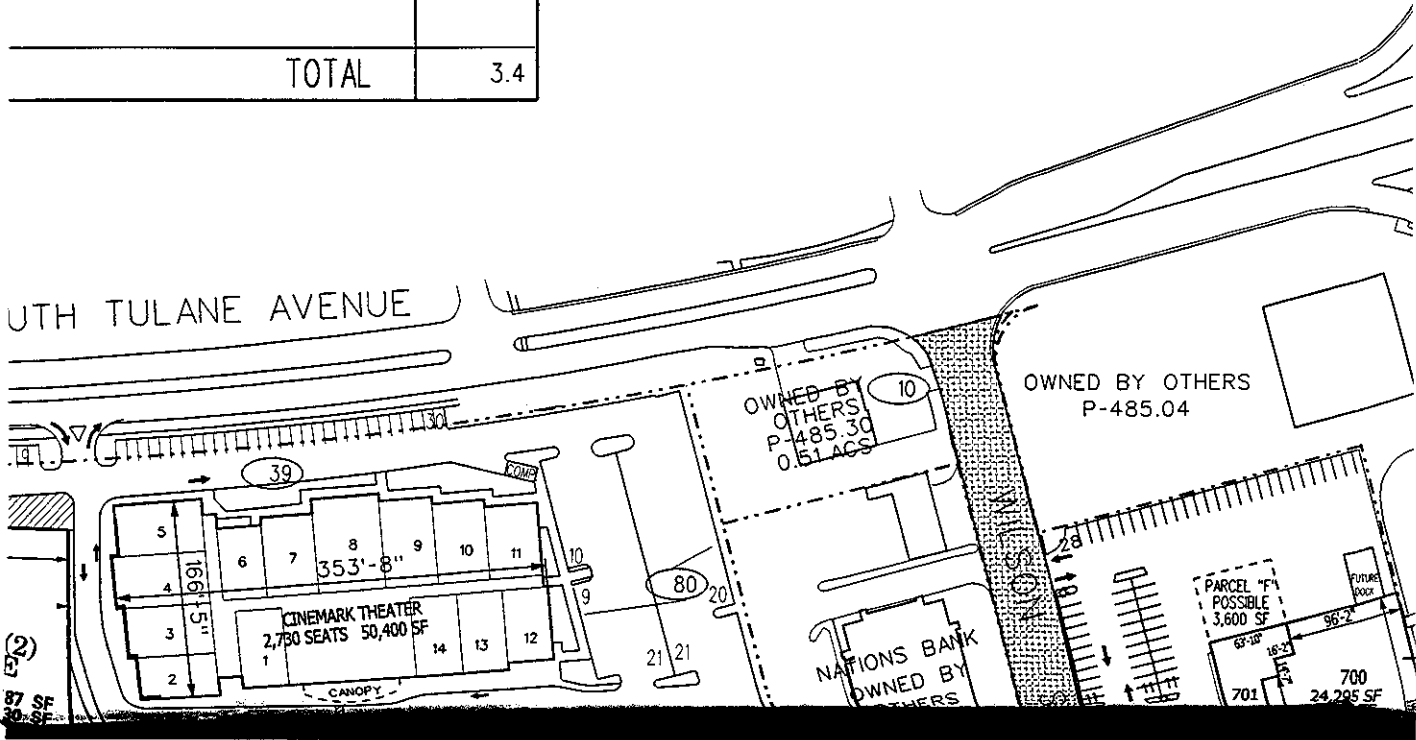


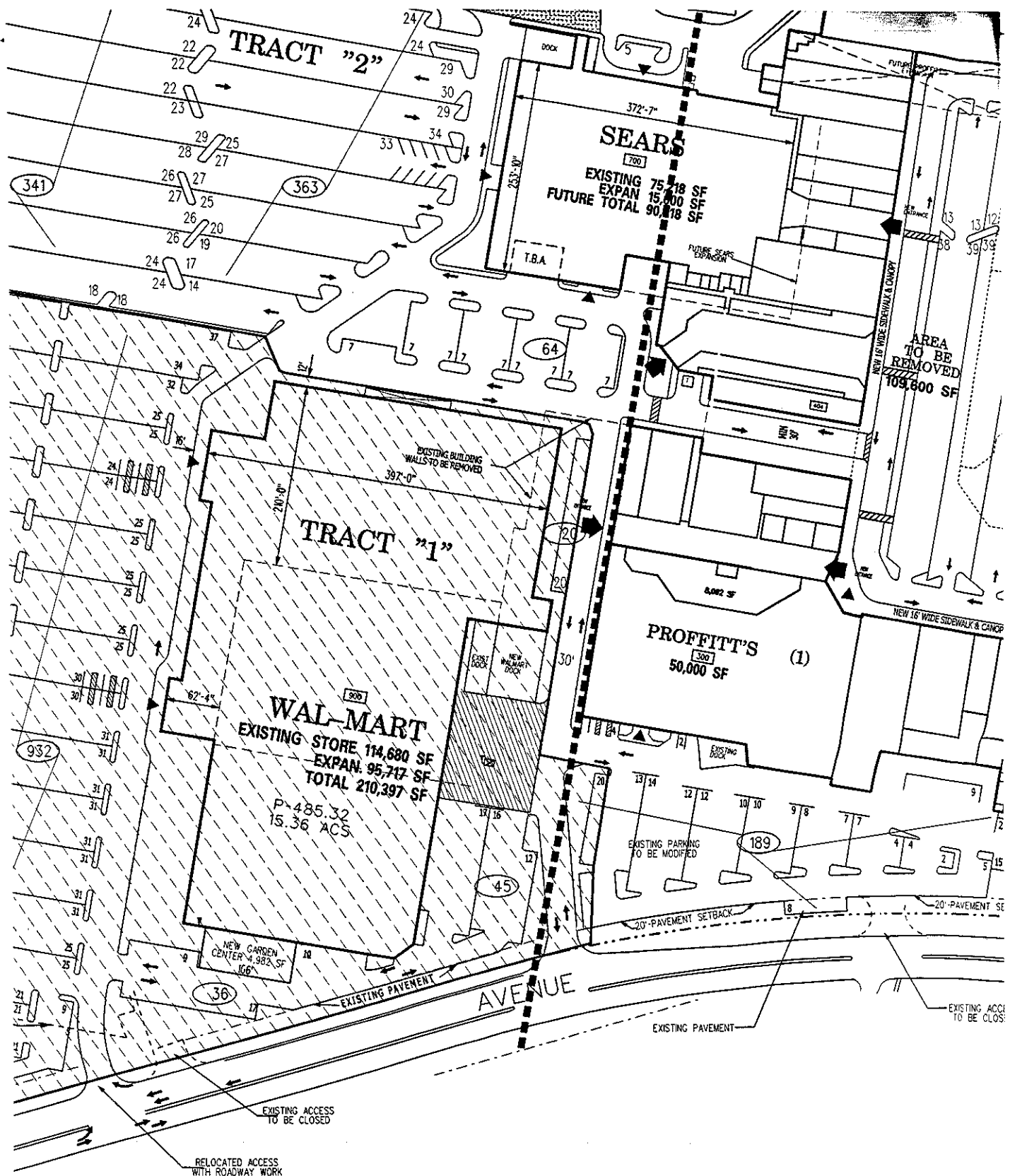
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OAK RIDGE STRIP CENTER SQUARE FOOTAGES			
DESCRIPTION	EXISTING	PROPOSED	TOTAL
	61,933	-27,395	34,538
	20,604	-20,604	-0-
	38,116	-0-	38,116
	9,087	-0-	9,087
TOTAL	129,740	-47,999	81,741

ACREAGE SUMMARY		
PARCEL 485.07	MALL & STRIPS	87.36 ACS.
PARCEL 485.25	(WALLACE ROAD)	0.29 ACS.
CAP LP - TOTALS		87.65 ACS.

PROPOSED OUTPARCEL SUMMARY	
	ACERAGE
PARCEL "D" (NOT SUBDIVIDED)	0.8
PARCEL "D3" (NOT SUBDIVIDED)	0.7
PARCEL "D4" (NOT SUBDIVIDED)	0.6
PARCEL "D5" (NOT SUBDIVIDED)	1.3
TOTAL	3.4





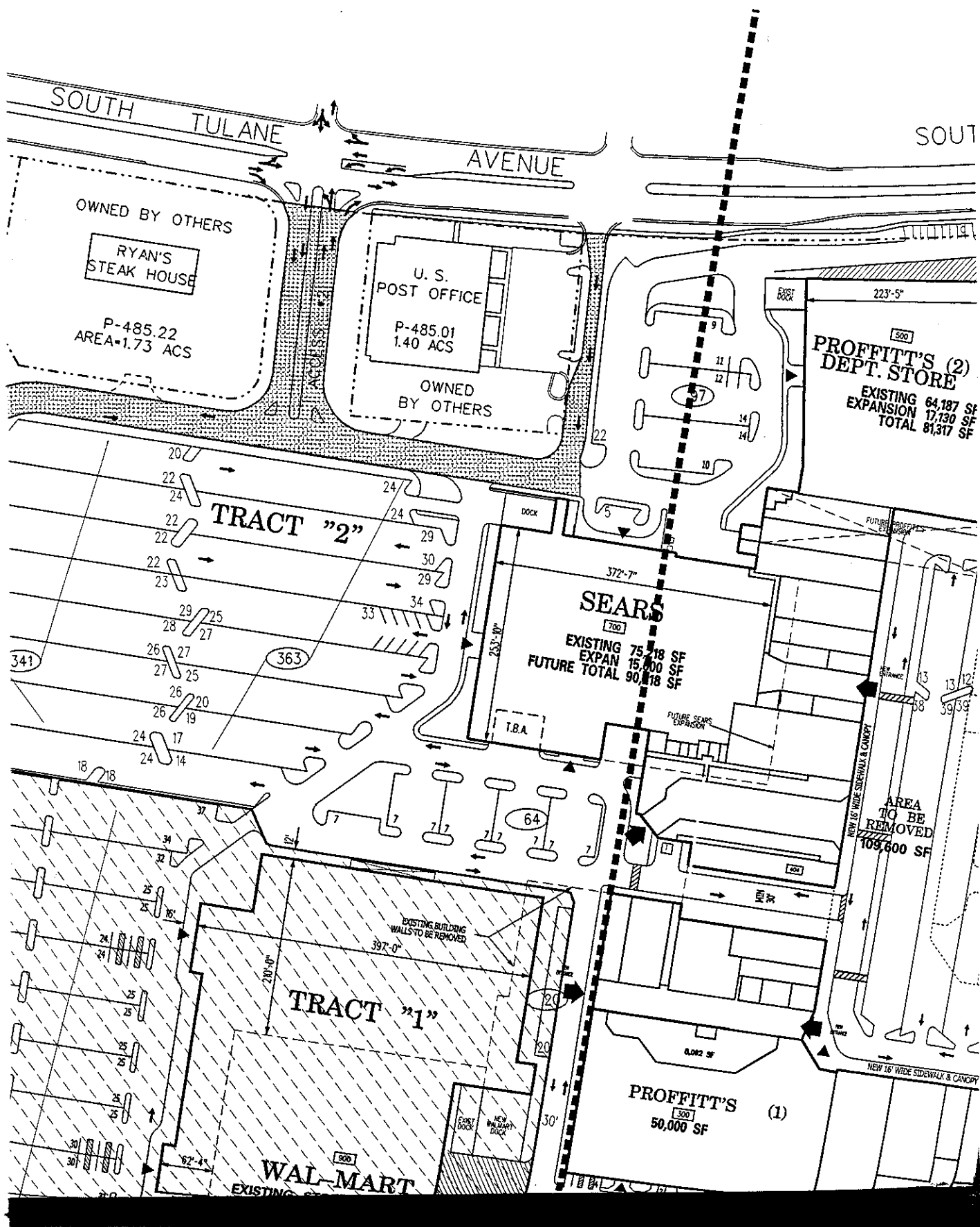
#### LEASE NOTE:

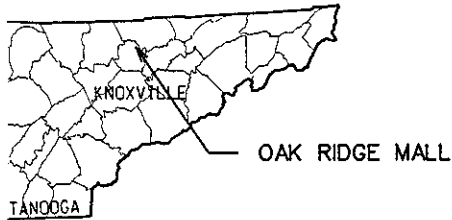
THIS PLOT PLAN SHOWS ONLY THE APPROXIMATE LOCATION OF THE DEMISED PREMISES IN THE PROJECT. LESSOR RESERVES THE RIGHT TO CHANGE THE NAME AND LOCATION OF THE OTHER TENANTS AS WELL AS THE PARKING ARRANGEMENTS, ENTRANCES SERVICE AREAS, ETC., PROVIDING AREA OF PROJECT STORE FRONTAGE OR PARKING AREA IS NOT SUBSTANTIALLY REDUCED. ALL ADJACENT STREETS, ROADS, HIGHWAYS AND ENTRANCES TO THE PROJECT ARE SUBJECT TO PROPER GOVERNMENTAL APPROVAL.

**MODIF**  
**OAK**  
**PRELIMINARY DRAWING FOR**

(50,000 SF, 2,730 Seats) • 1 Space/ 4 Seats= 685 Spaces, however joint use this can be reduced by 25%)	513	SPECIAL RATE
TOTAL	3,895	3,895

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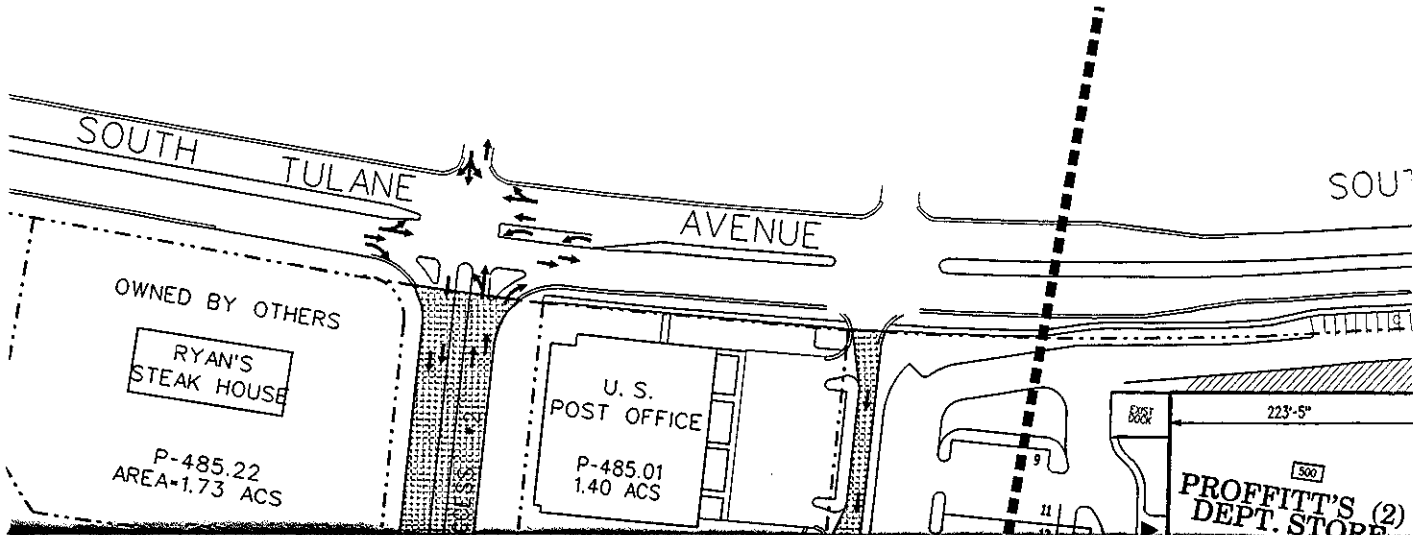
EXISTING PARKING SUMMARY			
AREA	G.L.A.	SPACES	RATIO
STRIPS A & B THEATER	707,772	3,715 513	5.25 SPECIAL RATE

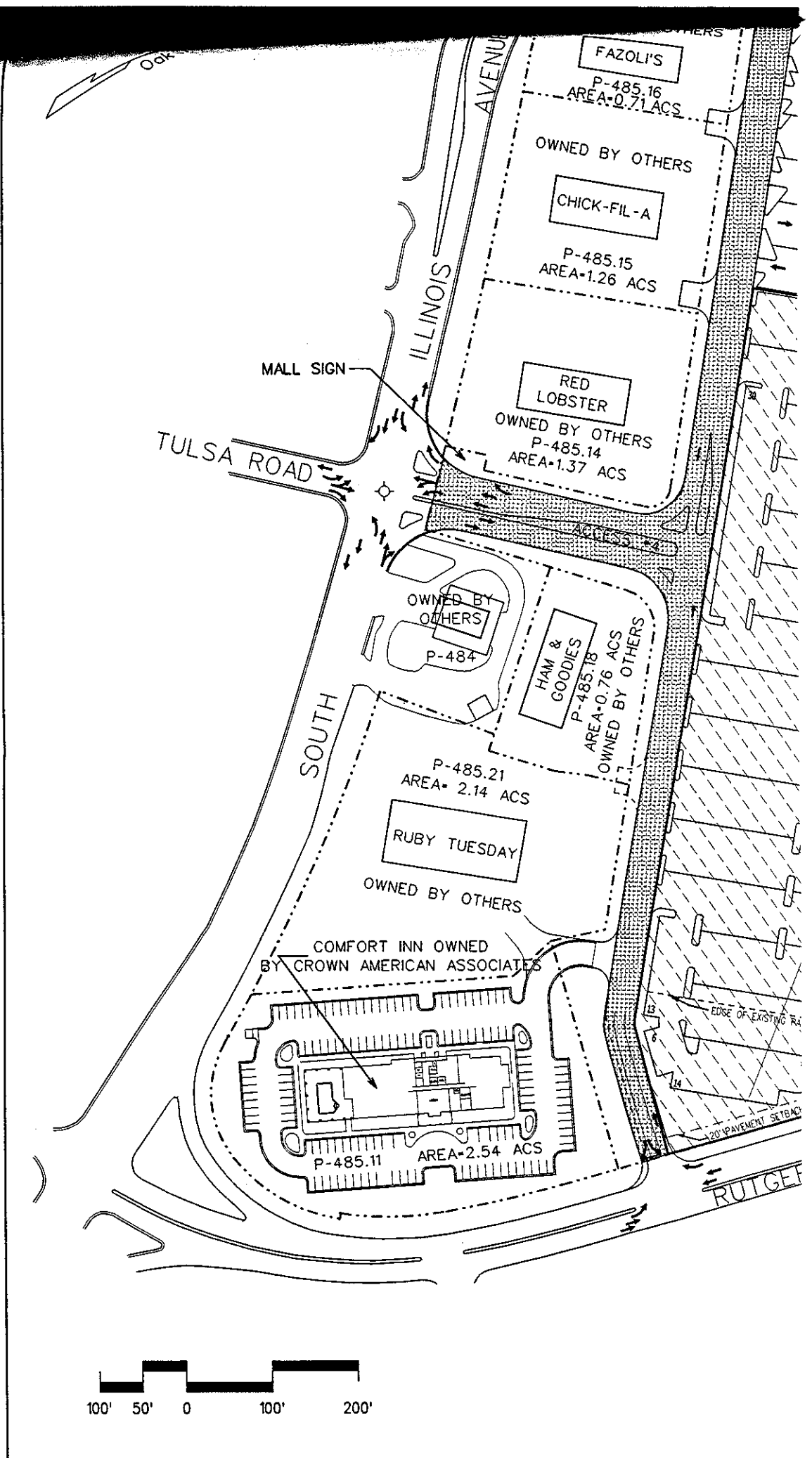
DE
STRIP "A"
STRIP "B"
STRIP "D"
STRIP "E"

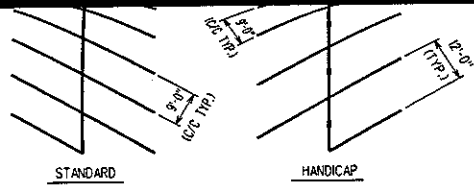
PROPOSED OAK RIDGE PARKING SUMMARY		
AREA	PARKING REQUIRED	PARKING RATIO
MALL REVISION SF-GLA / 5.0 spaces / 1,000 SF-GLA)	3,170	5.0
& GOODYEAR" F-GLA / 5.0 spaces / 1,000 SF-GLA)	212	5.0
(50,000 SF, 2,730 Seats) - 1 Space/ 4 Seats= 685 Spaces, however oint use this can be reduced by 25%)	513	SPECIAL RATE
TOTAL	3,895	3,895

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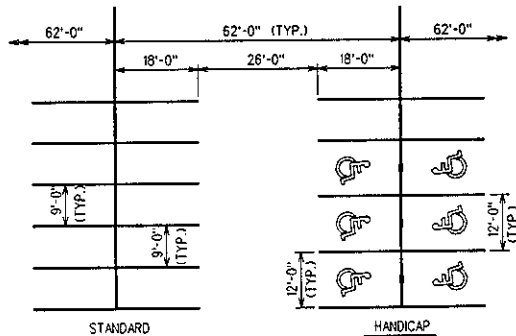
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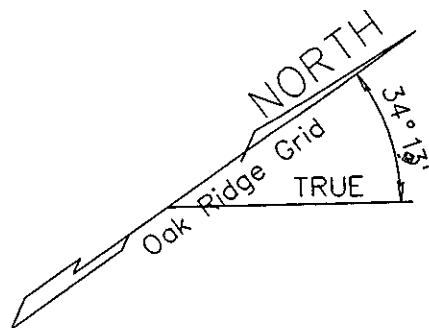




60° PARKING STALL DETAIL  
N.T.S.



90° PARKING STALL DETAIL  
N.T.S.



MALL SIGN  
TULSA ROAD

ILLINOIS AVENUE

MALL DETENTION POND

P-485.17  
AREA-0.88 ACS  
TACO BELL

OWNED BY OTHERS  
FAZOLI'S  
P-485.16  
AREA-0.71 ACS

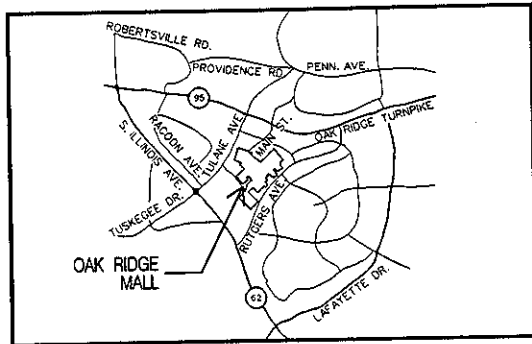
OWNED BY OTHERS  
CHICK-FIL-A  
P-485.15  
AREA-1.26 ACS

RED LOBSTER  
OWNED BY OTHERS  
P-485.14  
AREA-1.37 ACS

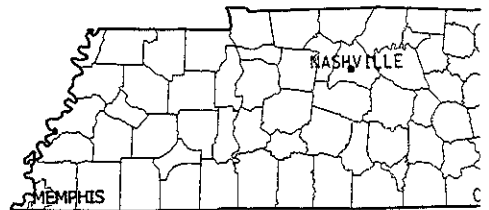
OWNED BY OTHERS

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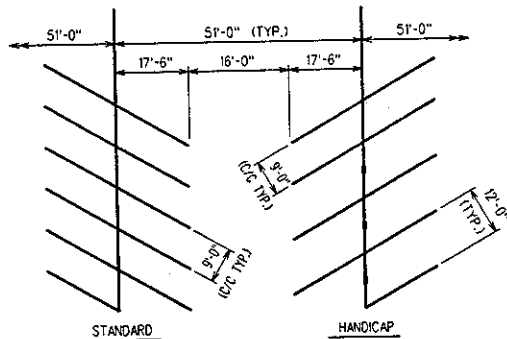




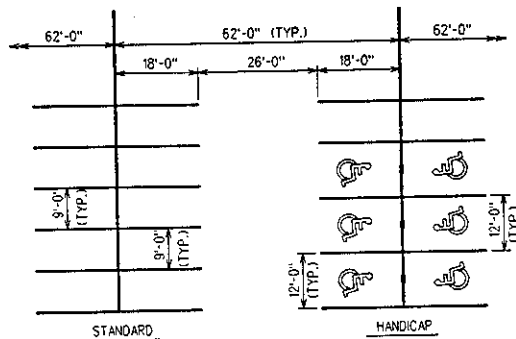
LOCATION MAP



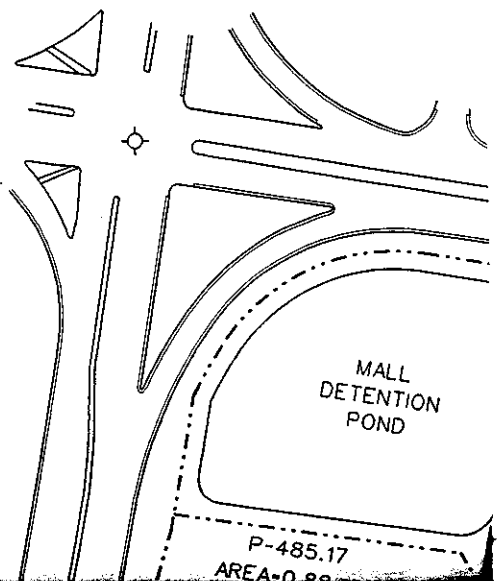
TENNESSEE



60° PARKING STALL DETAIL  
N.T.S.



90° PARKING STALL DETAIL  
N.T.S.



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## Exhibit B

### Parcel 485.32 Wal-Mart Real Estate Business Trust (Tract 1)

Metes and Bounds Description □

Parcel 485.32□

Oak Ridge, Tennessee□

□

Located in the Second Civil District of Anderson County and also being identified as Parcel 485.32, Blocks 19-CB, 20-CA, and 20-CB within the City of Oak Ridge, formerly a portion of Parcel 485.07 as shown on survey drawing RP-1 by Adams Craft Herz Walker, Inc., dated October 28, 1999 and recorded in plat cabinet 6, envelope 46C in the Anderson County Register's Office and more particularly described as follows:□

□

Beginning at an iron pin in the west right-of way line of Rutgers Avenue at Rutgers Avenue Point of Tangency station 35+34.76 and at the Oak Ridge coordinates of N 36,234.40, E 63,738.53 (directional bearings refer to the Oak Ridge Grid System and do not refer to either true or magnetic north).□

□

Thence from the Point of Beginning, and with the west line of Rutgers Avenue, S 19 degrees, 54 minutes, 43 seconds W, 729.17 feet to an iron pin at the edge of the Mall Perimeter Road (a private road). □

□

Thence and leaving Rutgers Avenue and with the curb line of Mall Perimeter Road, N 85 degrees, 14 minutes, and 27 seconds W, 11.92 feet to a chiseled point in the concrete curb. Thence and continuing, N 72 degrees, 55 minutes, and 38 seconds W, 14.93 feet to an iron pin. Thence and continuing, N 70 degrees, 46 minutes, and 26 seconds W, 125.58 feet to an iron pin. Thence and continuing, with an arc of a curve to the right having a radius of 25 feet, an arc length of 11.19 feet, a chord bearing of N 57 degrees, 56 minutes, and 47 seconds W, a chord distance of 11.10 feet to a chiseled point in the concrete curb. Thence continuing with the curb line of Mall Perimeter Road, N 45 degrees, 07 minutes, and 08 seconds W, 861.52 feet to an iron pin.□

□

Thence and leaving Mall Perimeter Road and with the line of parcel 485.07, N 44 degrees, 48 minutes, and 31 seconds E, 388.80 feet to a chiseled point in the concrete curb. Thence and continuing, S 81 degrees, 33 minutes, and 08 seconds E, 47.70 feet to an iron pin. Thence and continuing, N 44 degrees, 57 minutes, and 34 seconds E, 353.68 feet to an iron pin. Thence and continuing, N 89 degrees, 51 minutes, and 37 seconds E, 13.26 feet to an iron pin. Thence and continuing, S 45 degrees, 08 minutes, and 23 seconds E, 381.70 feet to an iron pin. Thence and continuing, N 44 degrees, 51 minutes, and 37 seconds E, 67.78 feet to an iron pin. Thence and continuing, S 45 degrees, 08 minutes, and 23 seconds E, 88.97 feet to an iron pin. Thence and continuing, S 65 degrees, 03 minutes, and 52 seconds E, 123.82 feet to an iron pin in the west right-of way line of Rutgers Avenue.□

□

Thence and with the west right-of way line of Rutgers Avenue, with an arc of a curve to the left having a radius of 1,951.60 feet, an arc length of 170.91 feet, a chord bearing of S 22 degrees, 24 minutes, and 57 seconds W, a chord distance of 170.85 feet to an iron pin at the point of beginning and containing 15.36 acres, more or less.□

□

ACHW PN 99531, December 27, 1999□

BK 1156 PG 425

## **EXHIBIT C**

### **LEGAL DESCRIPTION OF TRACT 2 (INCLUDING FUTURE OUTPARCELS)**

SITUATED in District No. Two (2) of Anderson County, Tennessee, within the corporate limits of the City of Oak Ridge, Tennessee, and being more fully described as follows:

BEING Parcel 485.07, Blocks 19CA and 20CA, as shown on the plat of correction of record in Plat Cabinet 4, at Envelopes 159D, 160A, 160B, 160C and 160D, in the Anderson County Register's Office, and being more particularly described as follows:

BEGINNING at a point in the West right-of-way of Rutgers Avenue, said point being at Roadway Station P.C.C. 24 + 52.43 and being opposite the centerline intersection of Northwestern Avenue and Rutgers Avenue and being further located 470 feet, more or less, South of Wilson Street; thence continuing with the West right-of-way of Rutgers Avenue and to the left with the arc of a curve of radius equals 1962.2 feet (having a chord of South 44 deg. 48 min. West, 508.36 feet), an arc distance of 509.9 feet to a point at P.C.C. Sta. 29 + 52.70; thence continuing and to the left with the arc of a curve of radius equals 1951.6 feet (having a chord of South 28 deg. 39 min. West, 591.03 feet) an arc distance of 593.3 feet to a point at P.T. Sta. 35 + 34.76; thence continuing South 19 deg. 56 min. West, 802.66 feet to an iron pin at P.O.T. Sta. 43 + 37.42, corner to Parcel 485.11; thence leaving the right-of-way of Rutgers Avenue and with the property line of Parcel 485.11, North 70 deg. 04 min. West, 280.87 feet to an iron pin; thence South 05 deg. 39 min. East, 55.90 feet to an iron pin; thence South 31 deg. 37 min. West, 301.68 feet to an iron pin in the North right-of-way line of South

Illinois Avenue at P.O.C. Sta. 30 + 23.17; thence continuing with said right-of-way and to the left with the arc of a curve of radius equals 2150.1 feet (having a chord of North 31 deg. 23 min. 33 sec. West, 373.53 feet), an arc distance of 374.00 feet to an iron pin, property corner to Parcel 284; thence leaving said right-of-way and with the property line of Parcel 284, North 56 deg. 22 min. East, 140.6 feet to an iron pin; thence South 35 deg. 41 min. East, 20.15 feet to an iron pin; thence North 50 deg. 52 min. East, 80.15 feet to an iron pin; thence North 40 deg. 34 min. East, 42.28 feet to an iron pin; thence North 50 deg. 16 min. East, 47.16 feet to an iron pin; thence North 44 deg. 59 min. West, 188.15 feet to an iron pin; thence and to the left with the arc of a curve of radius equals 30.00 feet (having a chord of North 86 deg. 21 min. West, 39.66 feet), an arc distance of 43.32 feet to an iron pin; thence South 52 deg. 17 min. West, 107.01 feet to an iron pin; thence South 52 deg. 15 min. West, 151.6 feet to an iron pin located in the North right-of-way of South Illinois Avenue; thence with said right-of-way, North 40 deg. 47 min. West, 98.42 feet to an iron pin; thence leaving the North right-of-way of South Illinois Avenue, North 48 deg. 05 min. East, 50.01 feet to an iron pin; thence South 40 deg. 47 min. East, 18.01 feet to an iron pin; thence North 48 deg. 05 min. East, 192.62 feet to an iron pin; thence and to the left with the arc of a curve of radius equals 25.00 feet (having a chord of North 01 deg. 27 min. 01 sec. East, 36.35 feet) an arc distance of 40.70 feet to an iron pin; thence North 45 deg. 11 min. West, 585.01 feet to an iron pin; thence and to the right with the arc of a curve of radius equals 135.00 feet (having a chord of North 20 deg. 16 min. West, 112.81 feet) an arc distance of 117.21 feet to an iron pin; thence North 88 deg. 18 min. West, 44.01 feet to an iron pin; thence South 44 deg. 54 min. West, 239.92 feet to an iron pin in the North right-of-way of South Illinois Avenue; thence with said right-of-way and to the left with the arc of a curve of radius equals 9657.92 feet (having a chord of North 45 deg. 04 min. 16 sec. West,

101.83 feet) an arc distance of 101.83 feet to an iron pin; thence continuing and to the right with the arc of a curve of radius equals 365.4 feet (having a chord of North 23 deg. 27 min. West, 56.94 feet) an arc distance of 56.99 feet to a point; thence continuing and to the right with the arc of a curve of radius equals 162.9 feet (having a chord of North 13 deg. 31 min. East, 174.46 feet), an arc distance of 184.1 feet to a point located in the East right-of-way of South Tulane Avenue; thence with said right-of-way, North 45 deg. 53 min. East, 342.03 feet to a point at P.C. Station 5 + 69.84; thence continuing and to the left with the arc of a curve of radius equals 3859.4 feet (having a chord of North 44 deg. 28 min. East, 190.14 feet), an arc distance of 190.17 feet to an iron pin, property corner of Parcel 485.01; thence leaving said right-of-way and with the property line of Parcel 485.01, South 47 deg. 56 min. East, 240.01 feet to an iron pin; thence North 41 deg. 09 min. East, 250.71 feet to an iron pin in Washington Street; thence along the South side of Washington Street, North 48 deg. 06 min. West, 239.78 feet to an iron pin located in the East right-of-way of S. Tulane Avenue; thence continuing with said right-of-way and to the left with the arc of a curve of radius equals 3859.4 feet (having a chord of North 36 deg. 47 min. East, 345.61 feet), an arc distance of 345.71 feet to a point at P.C.C. Sta. 13 + 47.99, BK = P.C.C. Sta. 13 + 47.9 AH; thence continuing and to the left with the arc of a curve of radius equals 3935.4 feet (having a chord of North 27 deg. 30 min. East, 920.50 feet), an arc distance of 922.6 feet to a point located at the intersection of the East right-of-way of South Tulane Avenue and the North edge of pavement of Wilson Street and being P.T. Sta. 22 + 61.44 and property corner of Parcel 485.04; thence leaving the East right-of-way of South Tulane Avenue with the North edge of pavement of Wilson Street and with the property line of Parcel 485.04 in a Southerly direction to the left with the arc of a curve of radius equals 45.0 feet (having a chord of South 38 deg. 03 min. East, 46.12 feet), an arc distance of 48.42 feet to a

point; thence continuing South 68 deg. 53 min. East, 142.41 feet to a point; thence South 68 deg. 46 min. 21sec. East, 98.86 feet to a point; thence South 67 deg. 04 min. 30 sec. East, 236.86 feet to a point; thence South 85 deg. 20 min. 45 sec. East, 189.25 feet to a point; thence South 62 deg. 54 min. 18 sec. East, 328.74 feet to a point; thence South 47 deg. 39 min. 39 sec. East, 132.23 feet to a point; thence South 47 deg. 16 min. 39 sec. East, 58.28 feet to a point; thence South 47 deg. 05 min. 15 sec. East, 68.05 feet to a point; thence South 48 deg. 29 min. 46 sec. East, 198.76 feet to a point; thence South 46 deg. 48 min. East, 69.70 feet to a point; thence South 44 deg. 09 min. East, 46.04 feet to a point; thence South 42 deg. 28 min. East, 52.90 feet to a point; thence South 40 deg. 09 min. 40 sec. East, 149.13 feet to a point in the north right-of-way line of Rutgers Avenue at P.C.C. Sta. 19 + 50.61 thence continuing with said right-of-way and to the left with the arc of a curve of radius equals 1957.4 feet (having a Chord of South 59 deg. 44 min. West, 510.04 feet), an arc distance of 511.49 feet to the point of Beginning.

Excluded from the above described are five (5) tracts of land designated as Parcel 485.03, Parcel 485.21, Parcel 485.22, Parcel 485.30 and Parcel 485.32 (Tract 1), being more particularly described as follows:

**Parcel 485.03 - now or formerly Sovran Bank**

BEGINNING at a point in the South edge of Wilson Street, said beginning point being located South 34 deg. 57 min. East, 132.78 feet from a point in the East right-of-way of South Tulane Avenue at P.T. Station 22 + 61.44; thence with said property and along the South edge of Wilson Street, South 68 deg. 58 min. East, 199.8 feet; thence

continuing in a Southeasterly direction and to the right with the arc of a curve of radius equals 100.0 feet (having a chord of South 15 deg. 54 min. East, 159.89 feet) an arc distance of 185.1 feet to a point in the West edge of Main Street West; thence continuing with the West edge of Main Street West, South 37 deg. 11 min. West, 75.1 feet; thence leaving Main Street West, North 68 deg. 58 min. West, 275.0 feet; thence North 21 deg. 02 min. East, 200.0 feet to the point of BEGINNING, and containing 1.30 acres, more or less.

**Parcel 485.21 - Morrison Restaurants, Inc. (Ruby Tuesday)**

SITUATED in District No. 2 of Anderson County, Tennessee, and within the corporate limits of the City of Oak Ridge, Tennessee, and being known and designated as Parcel 485.21 of the Resubdivision of Parcel 485.07, Block 20CB, a subdivision to Anderson County, Tennessee, as shown by map of same of record in Map Cabinet 4, Envelope 179A, in the Anderson County Register's Office, said parcel being more particularly bounded and described as shown by map aforesaid, to which map specific reference is hereby made for a more particular description.

**Parcel 485.22 - Ryan's Family Steak Houses, Inc.**

BEGINNING at a point in the East right-of-way line of South Tulane Avenue, said point being a roadway Station P.C. 5 + 59.84, said station being located 569.84 feet Northeast of the centerline of South Illinois Avenue; thence to the left with the arc of a curve of radius equals 3859.4 feet (having a chord of North 45 deg. 28 min. East, 57.28

feet) an arc distance of 57.28 feet to a point in Access #2 of Oak Ridge Mall; thence leaving South Tulane Avenue and with Access #2 and to the right with the arc of a curve of radius equals 35.00 feet (having a chord of South 82 deg. 08 min. East, 39.34 feet) an arc distance of 41.78 feet; thence South 47 deg. 56 min. East, 171.49 feet to a point; thence to the right with the arc of a curve of radius equals 35.00 feet (having a chord of South 01 deg. 28 min. 30 sec. East, 50.74 feet) an arc distance of 56.76 feet to a point in the Perimeter Road of Oak Ridge Mall; thence with the Perimeter Road of Oak Ridge Mall, South 44 deg. 59 min. West, 247.42 feet; thence leaving the Perimeter Road, North 88 deg. 18 min. West, 57.30 feet; thence North 45 deg. 19 min. West, 201.89 feet to a point in the East right-of-way line of South Tulane Avenue; thence with South Tulane Avenue, North 45 deg. 53 min. East, 233.04 feet to the point of BEGINNING, and containing 1.73 acres, more or less.

**Parcel 485.30 Thomas P. Hanrahan and Margaret M. Hanrahan, husband and wife**

SITUATED in District No. 2 of Anderson County, Tennessee, and being known and designated as parcel 485.30 as shown on the plat entitled "Resubdivision of Parcel 485.07 to Create Parcel 485.30, Block 18-CB", of record in Plat Cabinet 6, Envelope 16D, in the Anderson County Register's Office, to which map specific reference is hereby made for a more particular description.



**Parcel 485.32 Wal-Mart Real Estate Business Trust (Tract 1)**

**Metes and Bounds Description   □**

**Parcel 485.32□**

**Oak Ridge, Tennessee□**

**□**

Located in the Second Civil District of Anderson County and also being identified as Parcel 485.32, Blocks 19-CB, 20-CA, and 20-CB within the City of Oak Ridge, formerly a portion of Parcel 485.07 as shown on survey drawing RP-1 by Adams Craft Herz Walker, Inc., dated October 28, 1999 and recorded in plat cabinet 6, envelope 46C in the Anderson County Register's Office and more particularly described as follows:□

**□**

Beginning at an iron pin in the west right-of way line of Rutgers Avenue at Rutgers Avenue Point of Tangency station 35+34.76 and at the Oak Ridge coordinates of N 36,234.40, E 63,738.53 (directional bearings refer to the Oak Ridge Grid System and do not refer to either true or magnetic north).□

**□**

Thence from the Point of Beginning, and with the west line of Rutgers Avenue, S 19 degrees, 54 minutes, 43 seconds W, 729.17 feet to an iron pin at the edge of the Mall Perimeter Road (a private road). □

**□**

Thence and leaving Rutgers Avenue and with the curb line of Mall Perimeter Road, N 85 degrees, 14 minutes, and 27 seconds W, 11.92 feet to a chiseled point in the concrete curb. Thence and continuing, N 72 degrees, 55 minutes, and 38 seconds W, 14.93 feet to an iron pin. Thence and continuing, N 70 degrees, 46 minutes, and 26 seconds W, 125.58 feet to an iron pin. Thence and continuing, with an arc of a curve to the right having a radius of 25 feet, an arc length of 11.19 feet, a chord bearing of N 57 degrees, 56 minutes, and 47 seconds W, a chord distance of 11.10 feet to a chiseled point in the concrete curb. Thence continuing with the curb line of Mall Perimeter Road, N 45 degrees, 07 minutes, and 08 seconds W, 861.52 feet to an iron pin.□

**□**

Thence and leaving Mall Perimeter Road and with the line of parcel 485.07, N 44 degrees, 48 minutes, and 31 seconds E, 388.80 feet to a chiseled point in the concrete curb. Thence and continuing, S 81 degrees, 33 minutes, and 08 seconds E, 47.70 feet to an iron pin. Thence and continuing, N 44 degrees, 57 minutes, and 34 seconds E, 353.68 feet to an iron pin. Thence and continuing, N 89 degrees, 51 minutes, and 37 seconds E, 13.26 feet to an iron pin. Thence and continuing, S 45 degrees, 08 minutes, and 23 seconds E, 381.70 feet to an iron pin. Thence and continuing, N 44 degrees, 51 minutes, and 37 seconds E, 67.78 feet to an iron pin. Thence and continuing, S 45 degrees, 08 minutes, and 23 seconds E, 88.97 feet to an iron pin. Thence and continuing, S 65 degrees, 03 minutes, and 52 seconds E, 123.82 feet to an iron pin in the west right-of way line of Rutgers Avenue.□

**□**

Thence and with the west right-of way line of Rutgers Avenue, with an arc of a curve to the left having a radius of 1,951.60 feet, an arc length of 170.91 feet, a chord bearing of S 22 degrees, 24 minutes, and 57 seconds W, a chord distance of 170.85 feet to an iron pin at the point of beginning and containing 15.36 acres, more or less.□

**□**

ACHW PN 99531, December 27, 1999□

BEING the remainder of the same property conveyed to Crown American Properties, L.P., a Delaware limited partnership, by Special Warranty Deed from Crown American Corporation, a Pennsylvania corporation, dated August 17, 1993, of record in Deed Book R, Vol. 18, page 511, in the Anderson County Register's Office.