

~~Ottumwa Square Associates Limited Partnership~~Filed for Record the 2 day of May
A.D., 1989 at 8:19 o'clock A.M.

18 pgs

TO
the PublicCarroll J. Smith
COUNTY RECORDERRECORD FEES 90.00

DOC # 4575

RECORD 465

PAGE 326

FILED MAY 2, 1989

DEED OF DECLARATION

THIS DEED OF DECLARATION made this 26th day of April, 1989,
by OTTUMWA SQUARE ASSOCIATES LIMITED PARTNERSHIP, an Ohio limited
partnership ("Declarant"), with its principal place of business at 34555
Chagrin Boulevard, Moreland Hills, Ohio 44022:

WITNESSETH:

WHEREAS, Declarant is the fee owner of four (4) tracts of land
(singularly, a "Tract" and plurally the "Tracts") located in the City of
Ottumwa, County of Wapello and State of Iowa, being hereinafter
sometimes referred to as "Tract 1", "Tract 2", "Tract 3" and "Tract 5",
and being identified as Tract 1, Tract 2, Tract 3 and Tract 5 on the plat
known as W & M Properties Subdivision of a Part of the SE 1/4 of Section
23 and Part of the NE 1/4 of Section 26, all in Township 72 North, Range
14 West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa,
recorded in Book 3C, Page 237, in the Office of the Recorder of Wapello
County, Iowa (the "Subdivision Plat"), and being respectively and more
fully described in Exhibits A, B, C, and D which Exhibits are attached
hereto and made a part hereof. Tract 1, Tract 2, Tract 3 and Tract 5 are
hereinafter sometimes collectively referred to as the "Entire Premises";
and

WHEREAS, Wal-Mart Properties, Inc. is the fee owner of the one (1)
tract of land located in City of Ottumwa, County of Wapello and State of
Iowa, being hereinafter referred to as "Tract 4" on the Subdivision Plat,
and being more particularly described in Exhibit E which is attached
hereto and made a part hereof (the "Wal-Mart Parcel"); and

WHEREAS, Declarant desires to establish and create certain
easements, rights, restrictions, duties and responsibilities relating to
the use of the Entire Premises.

NOW THEREFORE, the Declarant, as the owner of the fee simple
interest in the Entire Premises, for itself, its successors and assigns,
declares as follows:

ARTICLE 1
DEFINITIONS

1.1 "Declarant", as used below, shall mean Ottumwa Square
Associates Limited Partnership and any subsequent owner of Tract 5.

Deed of Declaration
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1.2 "Common Areas" shall mean all those areas within the boundaries of the Entire Premises, which are not from time-to-time improved with buildings or other structures intended for the exclusive use of Occupants (as hereinafter defined), which areas are available for the non-exclusive general use, convenience and benefit of the Occupants and their Permittees (as hereinafter defined), and which include, but are not limited to, all driveways, pedestrian ways, sidewalks, landscaped areas, parking areas, parking spaces, areas of ingress and egress to and from public roadways and areas for utility line purposes.

1.3 "Floor Area" shall mean, with respect to each building or structure on the Entire Premises, the area of square feet of floor space covered and enclosed within buildings, whether occupied or not, measured to the outside of the exterior walls of the building, to the center line of party walls, and to the exterior of walls abutting exit and/or service corridors, but not including loading docks, delivery passages, exit and/or service corridors, public restrooms, trash enclosures, remote coolers, temporary storage buildings, enclosures used exclusively for mechanical equipment, nonstructural mezzanines or any entrance vestibule.

1.4 "Occupant" shall mean any person entitled to the use and occupancy of the Entire Premises or any portion thereof pursuant to a lease, deed or other instrument or arrangement whereunder such person has acquired rights with respect to such use and occupancy.

1.5 "Out Parcel" shall mean Tract 1 ("Out Parcel A"), Tract 2 ("Out Parcel B") or Tract 3 ("Out Parcel C").

1.6 "Permittees" shall mean all Occupants and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees, subtenants and concessionaires.

1.7 "Person" shall mean individuals, partnerships, firms, associations, corporations or any other form of business entity.

1.8 "Shopping Center Parcel" shall mean Tract 5.

ARTICLE 2 EASEMENT

2.1 Grant of Easement. Declarant hereby grants to each and every Occupant a mutual, reciprocal and non-exclusive easement, license, right and privilege, for the installation and maintenance of and the connection to all utilities now or hereafter located on the Common Areas, including all utility lines, wires, pipes, conduits, sewers and drainage lines (excluding, however, the right to connect to laterals within five (5) feet of any building, which laterals service only such building and are located entirely on the Tract on which said building is located) and the rights and privileges of passage and use both pedestrian and vehicular, including, but not limited to, the parking of vehicles,

and for ingress and egress to and from the roadways adjoining the Entire Premises, in, to, upon, under, through and over the Common Areas from time-to-time located on the Entire Premises.

2.2 Beneficiaries of Easement. The foregoing easements, rights, and privileges are hereby granted for the benefit of all Occupants and their Permittees, and the same are not intended to create, and shall not be construed as creating, any rights in and for the benefit of the general public.

2.3 Use of Easement. The easements, rights, and privileges hereinbefore granted shall be used and enjoyed in such a manner as to cause the least possible interference with the conduct and operations of the businesses at any time existing on the Entire Premises. The right to connect into utilities on the Common Areas shall be limited to the extent of the then existing capacity thereof and shall be subject to any commercial impact fees, tie-in fees and other charges of the providing utility. The area affected by any installation or maintenance of utilities shall be restored to its prior condition as completely as may be possible by the Occupant doing the work.

ARTICLE 3 PRORATIONS OF COSTS

3.1 Maintenance. Each Occupant of a Tract shall maintain the Common Areas located on its Tract in accordance with the standards of good commercial property operations, and each Occupant of a Tract shall be responsible at its own expense for all costs and expenses of the maintenance of the Common Areas located on its Tract, which shall include, but not be limited to, electricity, cleaning, snow removal, repairs and replacements, including resurfacing and restriping, maintenance of lights and light standards, landscaping, police protection, traffic control and all other functions necessary for the proper maintenance, upkeep, and operation of such Common Areas in accordance with the standards of good commercial property operations.

3.2 Real Estate Taxes. The owners of the Tracts shall attempt to obtain separate tax assessments for their respective Tracts and shall timely pay all real estate taxes and assessments, water rents and charges levied on their respective Tracts. In the event the Tracts are not separately assessed for tax purposes said owners shall pay their pro rate share of such taxes and assessments based (in the case of those taxes and assessments attributable to improvements) on the Floor Area of the improvements located on their respective Tracts in proportion to the aggregate Floor Area of all improvements included within said assessment, and based (in the case of those taxes and assessments attributable to unimproved land) on the land area of their respective Tracts in proportion to the aggregate land area of the Tracts included within said assessment.

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3.3 Insurance. Each Occupant of a Tract shall procure and maintain in full force and effect general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its Tract, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) for injury or death of a single person, to the limit of not less than One Million Dollars (\$1,000,000.00) for any one occurrence and to the limit of not less than One Million Dollars (\$1,000,000.00) for property damage. Each Occupant of a Tract shall provide the owners of the other Tracts 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 said Occupant of a Tract, which may cover other premises in addition to the Tract. Such insurance shall provide that the same may not be cancelled without thirty (30) days' prior written notice to the owners of the other Tracts. To the extent that the tenants of Declarant are required by the terms and conditions of their leases to furnish and continually maintain the coverage limits required under this Section 3.3, then Declarant shall be deemed to be in compliance hereunder.

Declarant shall have the right from time-to-time to reasonably increase or decrease the minimum insurance limits set forth herein. The intent of this right is to reserve to the Declarant the ability to modify such minimum limits in light of existing and future monetary fluctuations and changes in insurance coverages that become common in the case of premises similarly situated.

ARTICLE 4 BARRIERS

4.1 No Fences or Barriers. No fences, barriers or other obstructions shall be erected or maintained between any of the Tracts, except to facilitate smooth and safe traffic flow between the Tracts.

4.2 Temporary Closing. Declarant, for itself and the then owners of all or any part of the Common Areas, hereby reserves the right to close temporarily all or any portion of the Common Areas to such extent, in the opinion of Declarant or the then owners of all or any part of the Entire Premises, as may be legally necessary and sufficient to prevent a dedication thereof or any accrual of any rights in any person other than as aforesaid or in the public generally therein. Any such temporary closing shall, however, be further subject to the reasonable consent of all owners of the Entire Premises.

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ARTICLE 5
SUBDIVISION OR COMBINATION
OF TRACTS

5.1 Subdivision or Combination of Tracts. Except as otherwise set forth in Section 5.2, an owner of any Tract shall have the right to subdivide its Tract or to combine Tracts or portions of Tracts owned by said owner, without the necessity of obtaining the prior consent of any other party. Any such subdivision or combination of Tracts shall comply with governmental subdivision regulations and shall not serve to either add or remove any property to or from the Entire Premises. To exercise this right of subdivision or combination, said owner shall file for record a Supplemental Declaration, executed only by the owner of the Tract(s) being subdivided or combined, and Declarant in the case of a subdivision of an Out Parcel, stating that the subdivision or combination is being exercised pursuant to this Section 5.1 and describing the newly configured Tract(s) with appropriate reference to the original Tract(s).

5.2 Subdivision of Out Parcels. Notwithstanding anything to the contrary contained in Section 5.1, no Out Parcel (other than an Out Parcel owned by Declarant) shall be subdivided without the prior written consent of Declarant.

ARTICLE 6
RESTRICTIONS ON OUT PARCELS

6.1 Restrictions on Out Parcels. Notwithstanding any other provision to the contrary contained herein, the use of the Out Parcels shall be subject to the following obligations and restrictions:

(A) Site Improvements

(1) Parking

(a) There shall be maintained on each Out Parcel the greater of: (a) at least five and one-half (5.5) automobile parking spaces of standard size for each 1,000 square feet of Floor Area constructed on the Out Parcel, or (b) such number of automobile parking spaces as may be required by applicable law.

(b) No Out Parcel shall rely upon the parking spaces located on or within any other Tract or within the Wal-Mart Parcel for the purpose of complying with the required parking ratio, and none of the parking spaces on or within any other Tract, or within the Wal-Mart Parcel, shall be included in calculating the parking ratio upon any Out Parcel.

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(2) Traffic Flow

Pavement markings, directional signs and other traffic indicators upon each Out Parcel shall be substantially similar to those in the Wal-Mart Parcel and the Shopping Center Parcel, and shall provide for a traffic scheme compatible with that of the Wal-Mart Parcel and the Shopping Center Parcel.

(3) Landscaping

The Out Parcels shall be kept neat, orderly, planted in grass and trimmed, until improved and constructed upon.

(B) Building Criteria(1) Number of Buildings

There shall be not more than one (1) building on each Out Parcel, provided, however, that the building on Out Parcel A may be subdivided for separate users.

(2) Height

No building or other improvement erected upon any Out Parcel shall be more than one story above grade or exceed twenty (20) feet in height, measured from finished floor elevation to the top of the highest building protrusion or appurtenance, including, without limitation, roof-mounted equipment or decorative roof screening.

(3) Size

The buildings constructed and maintained on the Out Parcels shall not exceed the following building sizes:

Out Parcel A - 12,500 square feet

Out Parcel B - 4,000 square feet

Out Parcel C - 4,500 square feet

(4) Building Aesthetics

Decorative screening and/or landscaping shall be installed in a manner satisfactory to Declarant so as to obscure from public view all trash rooms, trash holding receptacles, loading or service areas, mechanical or electrical equipment, storage facilities

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or bins, or other unsightly building appurtenances. Appropriate screening shall be provided to obscure all roof-mounted equipment and appurtenances, including, without limitation, roof vents, from public view. Each building on the Out Parcels shall be designed so that the exterior elevation of such building shall be architecturally and aesthetically compatible with the buildings constructed on the Shopping Center Parcel.

(5) Building Approvals

No improvements shall be constructed, erected, expanded or altered on the Out Parcels until the plans for the same (including site layout, exterior appearance and parking) have been approved in writing by Declarant.

(C) Sign Criteria

(1) Building Mounted Sign(s)

(a) No building mounted sign or any portion thereof may project above the parapet wall or top of the exterior wall or building facade upon which it is mounted.

(b) No rooftop signs of any type will be permitted.

(2) Freestanding Signs

(a) No freestanding identification sign may be erected on the Out Parcels without the prior written approval of the Declarant, and in no event shall such freestanding identification sign block the visibility of any building located on the Wal-Mart Parcel or on any other Tract, or exceed the greater of: (a) the height of the building on the Out Parcel, or (b) twenty (20) feet in height. 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 and shall be subject to the approval of Declarant as to type and location.

(b) The maximum height from the bottom of the base to the top of any such monument type sign structure shall not exceed three feet, three inches (3'3").

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(D) Maintenance

Each Out Parcel shall be maintained in good order and condition and kept free of any accumulation of trash or debris, such maintenance to be at least equal to that provided for the Wal-Mart Parcel and the Shopping Center Parcel.

(E) Use

- (1) No building on Out Parcel B or Out Parcel C shall contain more than one (1) separate business.
- (2) Any building, structure or other improvement on the Out Parcels shall be used for retail purposes only (banks, savings and loans and other financial institutions, restaurants, and offices being deemed to be retail purposes), and no building, structure or other improvement on the Out Parcels shall be used as a cafeteria (provided that Wendy's and other fast food restaurants serving cafeteria style shall not be restricted hereby), nor as a theater, night club, bowling alley, health spa, billiard parlor, or other place of recreation or amusement, nor as a business serving or selling alcoholic beverages (unless the sale or service of alcoholic beverages is incidental to such business, such as a restaurant serving alcoholic beverages) nor as a discount department store, a variety, general or "dollar" store.
- (3) No building, structure or other improvement on the Out Parcels shall be used for the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs for a fee or remuneration of any kind, whether direct or indirect, nor for the operation of a business the principal portion of which is the sale of so-called health and beauty aids and drug sundries or which contains more than one thousand (1,000) square feet devoted to the sale of so-called health and beauty aids, nor for the operation of a business in which alcoholic beverages shall be sold for consumption off the premises.
- (4) No building, structure or other improvement on the Out Parcels shall be used for the sale of groceries, meats, poultry, seafood, dairy products, fruits, vegetables or baked goods for consumption and preparation off of the premises, provided, however,

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that the foregoing shall not be construed so as to prohibit the operation of any restaurant on the Out Parcels.

(F) Additional Obligations

- (1) In the event the Common Areas, or any part thereof, are damaged or destroyed as a result of the activities of any Occupant, or Permittee of any Occupant, of an Out Parcel, then such Out Parcel Occupant shall indemnify and hold harmless the Occupant(s) and/or Permittee(s) of the Tract upon which the damaged or destroyed Common Areas are located from and against any and all claims and demands and from and against any and all liability, damage, loss, cost and expense whatsoever (including the expense of defending against the foregoing, such expense to include attorney's fees) resulting or occurring by reason of the activities of such Out Parcel Occupant and/or Permittee.
- (2) Each Occupant of an Out Parcel shall keep improvements on its Out Parcel properly insured at all times against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the State of Iowa, with such insurance to be for the full replacement value of the insured improvements. Each Occupant of an Out Parcel shall provide the Declarant 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 said Occupant of an Out Parcel, which may cover other premises in addition to the Out Parcel. Such insurance shall provide that the same may not be cancelled without thirty (30) days' prior written notice to the Declarant.
- (3) In the event any building, structure or other improvement on any Out Parcel shall be damaged or destroyed by any casualty, the Occupant of such Out Parcel shall promptly (i) repair and/or reconstruct such improvement to the condition required by this Article 6 or (ii) level such improvement, remove the debris from the Out Parcel and keep the Out Parcel neat, orderly, planted in grass and trimmed, until subsequently improved and constructed upon.

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ARTICLE 7
REMEDIES UPON BREACH

7.1 Remedies Upon Breach. In the event of a breach, or attempted or threatened breach, of any of the terms, covenants and conditions hereof by any Occupant of a Tract, including a failure of payment of taxes and assessments, any fee owner of a Tract shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach. Any provision contained in any deed, lease, assignment, conveyance or contract made in violation of this Declaration shall be void and may be set aside upon petition of any fee owner of a Tract. All costs and expenses incurred by any fee owner of a Tract in successfully maintaining any such suit or proceeding shall be assessed against the defaulting Occupant to the extent of such Occupant's interest in its Tract, and not personally, and, until paid, shall constitute a lien against the real estate or the interest therein with respect to which such suit or proceeding was maintained or against the real estate or the interest therein wrongfully deeded, leased, assigned, conveyed or contracted for, until paid, effective upon recording notice thereof in the Office of the Recorder in and for Wapello County, Iowa, but any such lien shall be subordinate to any first mortgage covering any portion of the Entire Premises and any purchaser at any foreclosure sale (as well as any grantee of a deed in lieu of foreclosure under any such first mortgage) shall take title free from any such existing lien but otherwise subject to the provisions hereof. The remedies of any such fee owner of a Tract shall be cumulative, and shall not exclude any other remedies permitted at law or in equity. Notwithstanding anything to the contrary contained herein, the obligations and restrictions imposed on the use of the Out Parcels as set forth in Article 6 hereof shall only be enforceable by Declarant.

ARTICLE 8
CONDEMNATION

8.1 Condemnation. In the event of condemnation by any duly constituted authority for public or quasi-public use of all or any part of the Entire Premises, that portion of the award attributable to the value of any land within the Common Areas so taken shall be payable only to the owner in fee, as the case may be, with respect to the portion condemned, and no claim thereon shall be made by other owners of any other portion of the Entire Premises, provided, however, all other owners of the Entire Premises may file collateral claims with the condemning authority, over and above the value of the land within the Common Areas so taken, to the extent of any damage suffered to their respective improvements resulting from the severance of the appurtenant Common Areas or utility easements and facilities so taken, provided further however, that the owner in fee of the portion of the Common Areas so condemned shall promptly repair and

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restore such part, if any, of that remaining portion of the Common Areas so owned by such owner as shall provide the sole means of access from any Tract to a public highway to a condition as near as practicable to the condition of same immediately prior to such condemnation without contribution from any other owners of the remainder of the Entire Premises, except to the extent that the proceeds of such award are not sufficient to pay the costs of such restoration and repair.

No party shall by virtue of this Deed of Declaration have any right to any award made by the condemning authority for the value of any rights or other benefits relating to property outside of the Entire Premises which may be taken by the condemnation.

ARTICLE 9
LIMITATION OF LIABILITY

9.1 Limitation of Liability. Notwithstanding any of the covenants and conditions contained herein, no owner of all or any part of the Entire Premises, nor its partners, shareholders, officers, executors, transferees, heirs, successors and assigns shall be personally liable for any of the obligations arising from this Deed of Declaration, and any money judgment rendered hereon shall be limited to said owner's interest in its Tract as aforesaid. No deficiency or other personal judgment, order or decree shall be rendered against said owner or its partners, whether general and/or limited, the assets of the partnership, nor against its shareholders, officers, executors, transferees, heirs, successors and/or assigns in any action or proceeding brought hereunder.

ARTICLE 10
COVENANTS RUNNING WITH THE LAND

10.1 Covenants Running with the Land. The easements hereby granted by Declarant and the agreements, duties, responsibilities and covenants herein contained shall be easements and covenants running with the land, and shall inure to the benefit of, and be binding upon, Declarant, and all future owners of all or any portion of the Entire Premises, and the successors and assigns, and all persons claiming under them, for a term of ninety- nine (99) years from the date hereof, unless otherwise terminated by unanimous consent of all of the owners of the Entire Premises, provided further however that the easements contained in Article 2 shall continue beyond the expiration of the term of this Deed of Declaration for so long as any Occupant benefitted by said easement shall continue to use same.

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ARTICLE 11
SEVERABILITY

11.1 Severability. The invalidation of any of the grants or covenants contained herein, by order of court or otherwise, shall not affect any of the other provisions hereof and such other provisions shall remain in full force and effect.

ARTICLE 12
GOVERNING LAW

12.1 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Iowa.

ARTICLE 13
MODIFICATIONS

13.1 Modifications. The provisions of this Deed of Declaration may be abrogated, modified, rescinded, terminated or amended in whole or in part only with the unanimous consent of all fee owners and of each and every mortgagee under any first mortgage covering all or any part of the Entire Premises or any Tract or part thereof by agreement in writing, executed and delivered with the necessary formalities of a deed by all of said parties, duly recorded in the appropriate public records where the Entire Premises are located. This Deed of Declaration may not otherwise be abrogated, modified, rescinded, terminated or amended in whole or in part. Notwithstanding the foregoing, Declarant reserves the unilateral right to waive any restrictions contained in Article 6 hereof or to modify the whole or any part of Article 6 hereof so as to remove, or reduce the severity of, any restrictions contained therein.

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IN WITNESS WHEREOF, the undersigned has caused this Deed of Declaration to be signed as of the day and year first above written.

DECLARANT: OTTUMWA SQUARE ASSOCIATES
LIMITED PARTNERSHIP, an Ohio
limited partnership

By: W & M PROPERTIES,
an Ohio general
partnership,
its General Partner

WITNESSES:

John McGill
Elizabeth A. Berry

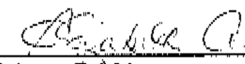
By: John R. McGill
General Partner

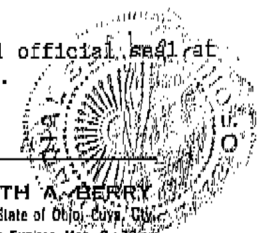
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STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared OTTUMWA SQUARE ASSOCIATES LIMITED PARTNERSHIP, an Ohio limited partnership, by its General Partner, W & M PROPERTIES, an Ohio general partnership, by its General Partner, JOHN R. MCGILL, who acknowledged that he did execute the foregoing instrument and that the same is his free act and deed and the free act and deed of said limited partnership and said general partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Moreland Hills, Ohio this 24th day of April, 1989.


Notary Public


ELIZABETH A. BERRY
Notary Public, State of Ohio, Cuyahoga County
My Commission Expires March 8, 1995

THIS INSTRUMENT PREPARED BY:

Joan Allgood, Esquire
Wolstein & Allgood
34555 Chagrin Boulevard
Moreland Hills, Ohio 44022
(216) 247-4700

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Out Lot "A" or Tract-1.DESCRIPTIONS

A part of Government Lot One (1), in Section Twenty six (26), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, being otherwise known and described as a part of Auditor's Lot One (1) of said Government Lot One (1) located in the Northeast Quarter (NE $\frac{1}{4}$) of said Section 26, being more particularly described as follows, to-wit:

A part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 26, Township 72 North, Range 14 West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Commencing at the North One-quarter (N $\frac{1}{4}$) Corner of said Section 26; thence North 89° - 55' - 50" East along the North line of said Section 26, a distance of 30.00 feet to the Northeast Corner of the right of way of Quincy Avenue running South from the said North line of Section 26; thence South 00° - 14' - 30" West along the East right of way line of said Quincy Avenue, a distance of 48.36 feet to the point of beginning of the Tract of Land herein described; thence South 89° - 53' East, a distance of 187.41 feet; thence South 00° - 07' West, a distance of 270.00 feet; thence NORTH 89° - 53' West, a distance of 188.00 feet to a point on the said East right of way line of Quincy Avenue, said point also being 30.00 feet East of the West line of the said NE $\frac{1}{4}$ of Section 26; thence North 00° - 14' - 30" East along the said East right of way line of Quincy Avenue, a distance of 270.00 feet to the point of beginning, containing 50,680.71 square feet or 1.163 Acres.

EXHIBIT A

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Out Lot "B" or Tract-2

A part of Government Lot Four (4), in Section Twenty-three (23), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, being otherwise known and described as a part of Auditor's Lot Three (3) and also a part of Auditor's Lot One (1), of said Government Lot Four (4) located in the Southeast Quarter (SE $\frac{1}{4}$) of said Section 23, being more particularly described as follows, to-wit:

A part of the Southeast Quarter (SE $\frac{1}{4}$) of Section 23, Township 72 North, Range 14 West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Commencing at the South One-Quarter (SE $\frac{1}{4}$) Corner of said Section 23; thence North 89°- 55'- 50" East along the South line of the said SE $\frac{1}{4}$ of Section 23, a distance of 52.01 feet to the Southeast Corner of the right of way acquired by the State of Iowa by Warranty Deed from David J. Thorne and Anna Thorne, filed for Record on the 5th Day of February 1963 in Book 307, Page 376 in the Office of the Recorder, Wapello County, Iowa; thence North 00°- 40'- 30" East along the East right of way line of Quincy Avenue, a distance of 49.58 feet to the point of beginning of the Tract of Land herein described; thence continuing North 00°- 40'- 30" East along the said East right of way line of Quincy Ave., a distance of 235.01 feet; thence leaving the said right of way line and running South 89°- 53' East, a distance of 182.51 feet; thence South 00°- 07' West, a distance of 235.00 feet; thence North 89°- 53' West, a distance of 184.80 feet to the point of beginning, containing 13,158.62 square feet or 0.991 Acre.

EXHIBIT B

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Out Lot "C" or Tract-3

A part of Government Lot Four (4), in Section Twenty-three (23), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, being otherwise known and described as a part of Auditor's Lot Three (3) and of said Government Lot Four (4) located in the Southeast Quarter (SE $\frac{1}{4}$) of said Section 23, being more particularly described as follows, to-wit:

A part of the Southeast Quarter (SE $\frac{1}{4}$) of Section 23, Township 72 North, Range 14 West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Commencing at the South One-quarter (S $\frac{1}{4}$) Corner of said Section 23; thence North 89° - 55' - 50" East along the South line of the said SE $\frac{1}{4}$ of Section 23, a distance of 52.01 feet to the Southeast Corner of the right of way acquired by the State of Iowa by Warranty Deed from David J. Thorne and Anna Thorne, filed for Record on the 5th Day of February 1963 in Book 307, Page 376 in the Office of the Recorder, Wapello County, Iowa; thence North 00° - 40' - 30" East along the East right of way line of Quincy Avenue, a distance of 349.59 feet to the point of beginning of the Tract of Land herein described; thence continuing North 00° - 40' - 30" East along the said East right of way line of Quincy Avenue, a distance of 193.01 feet to an angle point in said right of way line; thence South 89° - 53' East along the South right of way line of U. S. Highway No. 34 as found described in said Book 307, Page 376 on a line that is 135 feet normally distant Southerly from centerline of Primary Road No. U. S. 34, a distance of 180.00 feet; thence leaving the said right of way line and running South 00° - 07' West, a distance of 193.00 feet; thence North 89° - 53' West, a distance of 181.88 feet to the point of beginning, containing 34,921.91 square feet or 0.802 Acre.

EXHIBIT C

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DESCRIPTIONWal-Mart Parcel (Dept. Store "A") or Tract-4

A part of Government Lot Four (4), in Section Twenty-three (23), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa together with a part of the Accretions belonging to said part of Government Lot Four (4), being otherwise known and described as a part of Auditor's Lot One (1), a part of Auditor's Lot Three (3) and a part of Auditor's Lot Five (5) of said Government Lot Four (4) located in a part of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 23, ALSO, a part of Government Lot One (1), in Section Twenty-six (26), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, together with all of the accretions belonging to said part of Government Lot One (1), being otherwise known and described as a part of Auditor's Lot One (1) and a part of Auditor's Lot Two (2) of said Government Lot One (1) located in the Northeast Quarter (NE $\frac{1}{4}$) of said Section 26, being more particularly described as follows, to-wit:

A part of the Southeast Quarter (SE $\frac{1}{4}$) of Section 23 and also a part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 26, all in Township 72 North, Range 14 West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Commencing at the North One-quarter (N $\frac{1}{4}$) Corner of said Section 26; thence North 89°-55'-50" East along the North line of said Section 26, a distance of 52.01 feet to the Southeast Corner of the right of way acquired by the State of Iowa by Warranty Deed from David J. Thorne and Anna Thorne, filed for Record on the 5th Day of February 1963 in Book 307, Page 376 in the Office of the Recorder, Wapello County, Iowa, said point also being the point of beginning of the Tract of Land herein described; thence North 00°-40'-30" East along the East right of way line of Quincy Ave., a distance of 49.58 feet; thence leaving the said right of way line and running South 89°-53' East, a distance of 184.80 feet; thence North 00°-07' East, a distance of 235.00 feet; thence North 89°-53' West, a distance of 182.51 feet to a point on the said East right of way line of Quincy Ave.; thence North 00°-40'-30" East along the said East right of way line of Quincy Ave., a distance of 65.00 feet; thence leaving the said right of way line and running South 89°-53' East, a distance of 18.88 feet; thence North 00°-07' East, a distance of 193.00 feet to a point on the South right of way line of U. S. Highway No. 34 as found described of Record in said Book 307, Page 376; thence South 89°-53' East along the said South right of way line of U. S. Highway No. 34 as found described in Book 307, Page 376 and also found described in Book 307, Page 378, in the said Office of the Recorder, Wapello County, Iowa on a line that is 135 feet normally distant Southerly from centerline of Primary Road No. U. S. 34, a distance of 534.00 feet; thence leaving the said right of way line and running South 00°-07' West, a distance of 566.00 feet; thence North 89°-53' West, a distance of 104.00 feet; thence South 00°-07' West, a distance of 152.70 feet; thence South 89°-53' East, a distance of 150.00 feet; thence South 00°-07' West, a distance of 90.00 feet; thence South 45°-07' West, a distance of 14.14 feet; thence North 89°-53' West, a distance of 778.14 feet to a point on the East right of way line of the said Quincy Ave., said point also being 30.00 feet East of the West line of the said NE $\frac{1}{4}$ of Section 26; thence North 00°-14'-30" East along the said East right of way line of Quincy Ave., a distance of 64.70 feet; thence leaving the said right of way line and running South 89°-53' East, a distance of 188.00 feet; thence North 00°-07' East, a distance of 270.00 feet; thence North 89°-53' West, a distance of 187.41 feet to a point on the said East right of way line of Quincy Ave.; thence North 00°-14'-30" East along the said East right of way line of Quincy Ave., a distance of 18.36 feet to a point on the North line of the said NE $\frac{1}{4}$ of Section 26; thence North 89°-55'-50" East along the said North line of the NE $\frac{1}{4}$ of Section 26, a distance of 22.01 feet to the point of beginning, containing 536,786.53 square feet or 12.322 Acres.

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