

ORDINANCE 4980

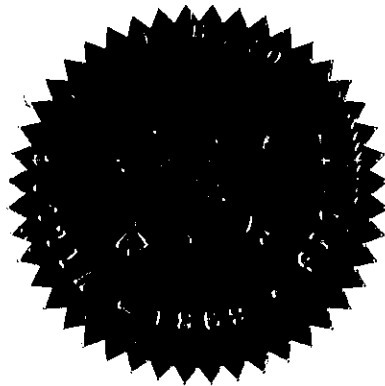
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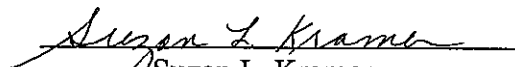
AUTHORIZING THE EXECUTION OF
AN ANNEXATION AGREEMENT

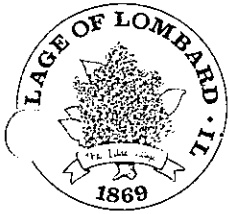
WILTON/CVS PHARMACY

18W583 ROOSEVELT ROAD



PUBLISHED IN PAMPHLET FORM THIS 18th DAY OF JUNE 2001 BY ORDER OF THE
CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY,
ILLINOIS.


Suzan L. Kramer
Village Clerk



I, **Suzan L. Kramer**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a true and correct copy of ORDINANCE 4980

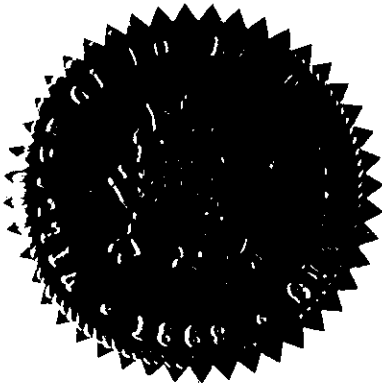
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18W583 ROOSEVELT ROAD

of the said Village as it appears from the official records of said Village duly passed on June 7, 2001.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 18th day of June, 2001.



Suzan L. Kramer
Suzan L. Kramer
Village Clerk
Village of Lombard
DuPage County, Illinois

ORDINANCE 4980

**AN ORDINANCE AUTHORIZING THE
EXECUTION OF AN ANNEXATION AGREEMENT**

(PC 01-07: Wilton/CVS Pharmacy)
(18W583 Roosevelt Road, unincorporated DuPage County)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property generally located on the southeast corner of Roosevelt Road and Westmore/Meyers Road, in unincorporated DuPage County, Illinois to be entered into; and,

WHEREAS, the Agreement has been drafted and a copy is attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS, the developer and the legal owners of the lots of record, which are the subject of said Agreement, are ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and,

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on April 5, 2001.

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President and Village Clerk be and hereby are authorized to sign and attest to the Agreement attached hereto and marked Exhibit "A", by and between the Village of Lombard; and,

SECTION 2: This ordinance is limited and restricted to the property generally located at the southwest corner of Roosevelt and Westmore-Meyers Roads in unincorporated DuPage County, Illinois containing 1.4 acres more or less and legally described as follows:

Parcel 1:

LOTS 1, 2 AND 3 AND THE EAST 12 FEET OF LOT 4 IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE NORTHEAST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

Parcel 2:

LOTS 5 AND THE WEST 40.73 FEET OF LOT 4 (MEASURED ON THE SOUTH PROPERTY LINE AND PARALLEL TO THE EAST PROPERTY LINE OF SAID LOT 5) IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF A SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1929 AS DOCUMENT NUMBER 276750, IN DU PAGE COUNTY, ILLINOIS.

Parcel 3:

LOT SIX (6), SEVEN (7), TWENTY (20), AND TWENTY-ONE (21) IN BLOCK SIX (6), IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER IN SECTION TWENTY-ONE (21), TOWNSHIP THIRTY-NINE (39), NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 1, 1929, AS DOCUMENT 276750, IN DU PAGE COUNTY, ILLINOIS.

Parcel 4:

THE EAST-WEST 20 FOOT PUBLIC ALLEY NORTH OF AND ADJOINING LOTS 6 AND 21 IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT SUBDIVISION, BEING A SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE NORTHEAST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1929 AS DOCUMENT NUMBER 276750, IN DU PAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-21-103-001, 002, 003, 004, 010 & 011

Ordinance No. 4980

Re: PC 01-07

Page 3

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed on first reading this _____ day of _____, 2001.

First reading waived by action of the Board of Trustees this 7th day of June, 2001.

Passed on second reading this 7th day of June, 2001.

Ayes: Trustee DeStephano, Tross, Koenig, Florey, Soderstrom

Nayes: None

Absent: Trustee Sebby

Approved this 7th, day of June, 2001.



William J. Mueller, Village President

ATTEST:



Suzan L. Kramer, Village Clerk

THIS DOCUMENT PREPARED BY:

Henry S. Stillwell III
Rathje, Woodward, Dyer & Burt
300 E. Roosevelt Road
P.O. Box 786
Wheaton, IL 60189

AFTER RECORDING RETURN TO:

Village of Lombard
Department of Community Development
255 E. Wilson Avenue
Lombard, IL 60148

(for Recorder's use only)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this 19th day of April, 2001, by and between the Village of Lombard, a municipal corporation ("**Village**"); RX Funding Business Trust No. 2000-1 ("**Owner**") and Wilton Development Corp., a Delaware corporation ("**Developer**");

WITNESSETH:

WHEREAS, Owner is the record owner of the property legally described in EXHIBIT A, attached hereto and made a part hereof ("**Subject Property**"); and

WHEREAS, Owner is desirous of annexing the entirety of the Subject Property to the Village;
and

WHEREAS, Developer proposes to develop the Subject Property on behalf of Owner; and

WHEREAS, the Subject Property is not yet adjacent to or contiguous with the existing corporate boundaries of the Village; and

WHEREAS, the Owner and Developer are proceeding before the appropriate authorities of the County of DuPage, Illinois ("**County**") to obtain development approvals for the Subject Property substantially consistent with the development concepts hereinafter set forth in this Agreement ("**County Development**") in order to facilitate the development and use of the Subject Property under the County's jurisdiction until the Subject Property becomes contiguous with the corporate boundary of the Village; and

WHEREAS, the Village desires to annex and the Owner and Developer desire to have the Subject Property annexed to the Village as soon as reasonably practicable following the establishment of contiguity between the corporate boundaries of the Village and the Subject Property, and each of the

parties desires to obtain assurances from the other as to certain provisions of the zoning and other ordinances of the Village for the Subject Property when the same has been annexed and to other matters covered by this Agreement for a period of twenty (20) years from and after the execution of this Agreement; and

WHEREAS, the Subject Property consists of approximately 1.435 acres of land and there are no electors residing thereon; and

WHEREAS, all owner(s) of record of the Subject Property have signed a Petition for Annexation of the Subject Property to the Village, which Petition is hereinafter referred to as the "**Annexation Petition**"; and

WHEREAS, all subsequent owners of record of the Subject Property and all electors hereafter residing on the Subject Property shall be bound by the Annexation Petition and shall execute and submit an updated version of the Annexation Petition immediately preceding the annexation of the Subject Property to the Village as provided for in Paragraph 3 of this Agreement; and

WHEREAS, an application has heretofore been filed with the Village Clerk for zoning of the Subject Property; and

WHEREAS, said application was forwarded to the Plan Commission of the Village; and

WHEREAS, a public hearing was held on March 19, 2001, for the purpose of considering whether the Subject Property should be rezoned, upon its annexation, from the R-1 Single Family Residence District to the B-4 Corridor Commercial District with a conditional use for the Subject Property for the construction, operation and maintenance of a drive-thru establishment/service and with variations to applicable ordinances of the Village to increase the maximum area of wall signage from 85 square feet (west wall) and 100 square feet (north wall) up to 136 square feet on each wall and to decrease the minimum setback for the freestanding sign adjacent to Meyers Road from 75 feet to 65 feet from the centerline of Meyers Road, and the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred to as the "**Corporate Authorities**") their findings of fact and recommendations with respect to said application; and

WHEREAS, a public hearing on this Annexation Agreement ("**Agreement**") has been held by the Corporate Authorities on the 5th day of April 2001; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the said annexation, zoning and development and for other related matters pursuant to the provisions of Division 15.1 of Article 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, and upon the terms and conditions contained in this Agreement; and

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Agreement, in order to make the same effective, have been held or taken, including all hearings and actions required in connection with amendments to, variations from and classifications under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code - hereinafter referred to as the “**Zoning Ordinance**”) and the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code - hereinafter referred to as the “**Subdivision Ordinance**”), such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

WHEREAS, the Corporate Authorities of the Village and the Owner and Developer deem it to the mutual advantage of the parties and in the public interest that, as soon as legally permissible, the Subject Property be annexed to and developed as a part of the Village as hereinafter provided; and

WHEREAS, the development of the Subject Property as provided herein will promote the sound planning and development of the Village as a balanced community and will be beneficial to the Village; and

WHEREAS, the Corporate Authorities of the Village have examined the proposed uses by Developer and have determined that said uses and the development of the Subject Property in accordance with this Agreement comply with the Comprehensive Plan of the Village; and

WHEREAS, the Plan Commission has recommended that certain variances or exceptions be granted from the Subdivision and Development Ordinance and/or Zoning Ordinance in accordance with the terms of this Agreement; and

WHEREAS, Developer desires to have the Subject Property rezoned to the B-4 Corridor Commercial District with a conditional use for the Subject Property for the construction, operation and maintenance of a drive-thru and drive-in establishment/service under the Zoning Ordinance.

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth, the parties hereto agree as follows:

1. **Incorporation of Recitals**: The Village, Owner and Developer agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.
2. **Development of Subject Property**: Village, Owner and Developer agree that the Subject Property shall, pursuant to the County Development and following the annexation of the Subject Property to the Village, be developed in accordance with the terms of this Agreement and the exhibits attached hereto.

3. **Annexation:** Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, the parties agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village as promptly as practicable after the execution of this Agreement and following the establishment of contiguity between the corporate boundaries of the Village and the Subject Property. The parties shall cause such annexation to be effected pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes.

4. **Zoning:** Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the entire Subject Property from the R-1 Single Family Residence District to the B-4 Corridor Commercial District under the Zoning Ordinance, with a conditional use for the Subject Property for the construction, operation and maintenance of a drive-thru establishment/service. Owner and Developer agree that all uses carried out upon the Subject Property prior to its annexation, whether or not a permitted use under the County Zoning Ordinance, shall conform with the permitted uses under the B-4 District of the Zoning Ordinance unless otherwise approved by the Village pursuant to proper application and applicable hearings as required by law.

5. **Site Plan Approval:** Developer shall develop the Subject Property in substantial compliance with the Site Plan attached hereto as EXHIBIT B and entitled "Geometry and Paving Plan", prepared by SDI Consultants, Ltd., as last revised on January 30, 2001, ("**Site Plan**"), which Site Plan is hereby incorporated by reference as the same shall be approved by the Village (with any modifications thereto). In addition, the Subject Property shall be landscaped in substantial compliance with the landscape plan attached hereto as EXHIBIT C and entitled "Landscape Plan" ("**Landscape Plan**") prepared by the Sear-Brown Group, dated January 30, 2001, which Landscape Plan is hereby incorporated by reference as the same is approved by the Village (with any modifications thereto). Further, the Subject Property shall be consolidated in substantial compliance with the plat of subdivision attached hereto and incorporated herein by reference as EXHIBIT D and entitled "Final Plat of Subdivision of CVS-Lombard, DuPage County, Illinois" ("**Final Plat**") prepared by SDI Consultants, Ltd. as last revised on April 5, 2001. The building to be constructed upon the Subject Property shall substantially conform to the exterior elevations depicted in EXHIBIT H attached hereto ("**Exterior Elevations**").

Except as otherwise specifically provided for herein, said Site Plan is hereby approved as the site plan for the development of the Subject Property as supplemented by the Landscape Plan. The Final Plat is hereby approved as a combined preliminary and final plat as complying with all applicable requirements of the Subdivision Ordinance, as varied or amended by this Agreement.

In the event final plans for any portion of the Subject Property for the County Development, or for development within the Village following annexation, incorporate modifications to the Site Plan which do not substantially comply with the Site Plan as approved herein, such modifications to the Site Plan shall be reviewed by the Village Plan Commission and if approved by the Plan Commission such

approval shall be final and no further review by the corporate authorities of the Village shall be required. In the event the Plan Commission disapproves all or any of such requested modifications to the Site Plan, Owner or Developer may elect to submit such modified Site Plan to the Village Board for further review and vote, in which event the Plan Commission decision shall constitute its recommendation to the Village Board and the Village Board shall have final authority in approving or denying such requested modifications. In the event such modification to the Site Plan requires a variation under an ordinance of the Village, such modified Site Plan shall require review and approval of the Village Board in addition to the aforesaid review by the Plan Commission.

6. **Signage:** Developer agrees to construct a system of signage throughout the Subject Property in accordance with the Sign Plan attached hereto as EXHIBIT E ("**Sign Plan**") and in full compliance with the Sign Regulations of the Village, as varied or amended by this Agreement. In consideration of the Village's agreement to increase the permitted area of wall signs as provided in paragraph 1 of said Exhibit "G", Owner and Developer agree that the primary freestanding signs identified in the Sign Plan shall have a maximum height of twenty (20) feet and a maximum sign face area per side of fifty (50) square feet (in compliance with the current standards of the DuPage County Zoning Ordinance), notwithstanding any greater height and sign face area permitted under the Zoning Ordinance.

7. **Water Utilities:** The Village represents and warrants to Developer as follows:

- A. That it owns and operates a water distribution system within the Village for water distribution.
- B. That the Village system has sufficient line and service capacity to provide and will provide potable and fire flow water to the Subject Property, such service to be substantially the same as provided to other drug stores and other non-residential users of similar size and character in the Village being provided with water by the Village.

Developer, at its own expense shall install water main extensions in accordance with the Subdivision Ordinance, as varied by this Agreement, and in substantial compliance with the plans and specifications entitled Utility Plan and Construction Details prepared by SDI Consultants, Ltd., dated November 7, 2000, as approved by the Director of Public Works of the Village, or a duly authorized representative, and set forth in EXHIBIT F attached hereto and incorporated by reference ("**Engineering Plans**"), as modified by any final engineering plans hereafter approved by the Village for the Subject Property with changes as required. Owner and Developer shall grant or dedicate all easements required by the Village for the construction of the necessary water main extensions serving the Subject Property. The Village shall fully cooperate with Owner and Developer with respect to the application for and issuance of Illinois Environmental Protection Agency permits for the construction and connection of the water facilities.

8. **Sanitary Sewer Facilities:** The Village represents and warrants to Developer as follows:
- A. That it owns and operates a sanitary sewer system within the Village for sewage disposal.
 - B. That the Village system has sufficient capacity to provide and will provide sanitary sewer service to the Subject Property, such service to be substantially the same as provided to other drug stores and other non-residential users of similar size and character in the Village being provided with sanitary sewer service by the Village.

Developer, at its own expense, shall install sanitary sewer service to the Subject Property in accordance with the Subdivision Ordinance, as varied by this Agreement, and in substantial compliance with the Engineering Plans, as modified by any final engineering plans hereafter approved by the Village for the Subject Property with changes as required. Owner and Developer shall grant or dedicate all easements required by the Village for the construction of the necessary sanitary sewers serving the Subject Property.

The Village, Owner and Developer acknowledge and agree that the Facilities Planning Area (“FPA”) of the Glenbard Wastewater Treatment District may need to be amended to include the entirety of the Subject Property and the FPA of the Hinsdale Sanitary District will need to be amended to exclude any portion of the Subject Property. Owner and Developer shall take all necessary and appropriate actions and file necessary documents with all applicable governmental bodies and agencies to facilitate the FPA amendment as aforesaid. The Village shall fully cooperate with Owner’s and Developer’s activities in seeking said FPA amendment.

9. **Pre-Annexation Sanitary Sewer and Water Service:** At any time following the Effective Date of this Agreement and prior to the annexation of the Subject Property to the Village, upon the payment by Owner or Developer to the Village of fifty percent (50%) of the typical sanitary sewer and water connection fees under the applicable codes and ordinances of the Village, the Village will allow Owner and Developer to connect to the Village’s sanitary sewer system and watermain as necessary to provide sanitary sewer and water supply (domestic and fire flow) to the Subject Property. Upon such connections being made, the Village, subject to all rules, regulations and ordinances of the Village, shall provide sanitary sewer treatment service for and shall supply water to the Subject Property at in-Village rates to such capacity and in such amounts as will adequately service the Subject Property for its intended uses as permitted under this Agreement, provided, however:

- A. The improvements to be constructed pursuant to the Engineering Plans shall not be materially changed, altered, varied or modified without the express written authorization of the Village, signed by the Director of Community Development or someone authorized to act in his/her stead.

- B. Owner will pay promptly upon request by the Village, all rates, fees and charges for such service and supply in effect for in-Village service and supply at the time of such connections or which may be thereafter from time to time imposed therefor by the Village on a uniform basis throughout the Village.

10. **Storm Drainage Facilities:** Onsite storm drainage lines and structures (“**Drainage Facilities**”) and storm water retention and/or detention areas (collectively “**Detention Areas**”) sufficient to service the Subject Property when developed in accordance with this Agreement shall be constructed and paid for by Developer in substantial compliance with the Engineering Plans, as modified by any final engineering plans hereafter approved by the Village for the Subject Property with changes as required. Any Drainage Facilities not conveyed to the Village and all of the Detention Areas shall be maintained by the Owner and/or Developer, or any successor developer or owner, during the course of development, and thereafter shall be maintained by the owner(s) of the lot upon which such Drainage Facility or Detention Area is located. Following annexation of the Subject Property to the Village, a declaration of covenants and restrictions or a reciprocal easement and operating agreement (collectively the “**Declaration**”) shall be recorded against the Subject Property, which Declaration shall require Owner to provide for the care and maintenance of the private Drainage Facilities and/or Detention Area serving the Subject Property and shall also provide for the right, but not the obligation or duty, of the Village to enter upon the Subject Property to maintain, repair and/or replace any private Drainage Facility and/or Detention Area if the same is not suitably maintained by Owners so that they remain fully operational. If the Village takes, in its sole discretion, any such action, the Declaration shall provide that the responsible owner under the Declaration shall immediately upon written demand reimburse the Village for all expenses thereby incurred by the Village, and, if not promptly paid, the Declaration shall provide the Village with the right to record a lien for any such unpaid expenses against the Subject Property and to foreclose on any such lien. The portion of the Declaration pertaining to the foregoing items shall be in accordance with the requirements of the Subdivision Ordinance and subject to the review and approval of the Village Attorney, which approval shall not be unreasonably withheld, prior to the recordation thereof.

11. **Underground Utilities:** All electrical, telephone, cable television and natural gas distribution facilities, except electrical transformers and meters for natural gas and electricity, shall be installed underground or located within buildings.

12. **Easements:** Owner and/or Developer shall provide or obtain all easements, both on-site and off-site (if applicable), which are necessary or appropriate to enable the Subject Property to be properly drained and to receive water, sanitary sewer, electric, telephone, gas, and cable television service, with the Village being named a grantee in all said easements along with the applicable utility companies and cable television operator. The location for all public improvements shall be as approved by the Village and as shown on final engineering plans, to be hereafter approved by the Village.

13. **Contributions:** Due to the non-residential character of the proposed development of the Subject Property, Owner and Developer shall have no obligation to make any contribution, in cash or in land, to any school district, park district or library district provided the Subject Property is developed in substantial conformity with this Agreement or pursuant to such other non-residential development plans as may from time to time be approved by the Village. The foregoing provision shall not eliminate or reduce Owner's and Developer's obligation to pay other fees and charges applicable to the Subject Property pursuant to Village ordinances.

14. **Variations and Exceptions from Local Codes:** The specific variations and exceptions from the Village's ordinances, rules, and codes as set forth in EXHIBIT G attached hereto and made a part hereof have been requested, approved and shall be permitted with respect to the development, construction, and use of the Subject Property ("**Permitted Variations and Deviations**") upon annexation of the Subject Property to the Village.

15. **Reciprocal Easement Agreement:** The Village is desirous of supporting and providing for the commercial development ("**Future Commercial Development**") of additional land located east and southeast of the Subject Property ("**Adjacent Land**"). In the event all or portions of the Adjacent Land are hereafter annexed to the Village and the Future Commercial Development is effectuated by the Village, Owner and Developer agree to cooperate in good faith with the Village in preparing and entering into a reciprocal easement agreement, or similar document ("**REA**"), providing for, among other things, the following:

- A. Cross access easements for ingress and egress over and across driveway aisles within the Subject Property and the Adjacent Land for the mutual benefit of all such property;
- B. Relocation by the Village of the detention facility located upon the Subject Property to a common detention/retention facility serving the Subject Property and the Adjacent Land, without cost to Owner or Developer;
- C. Vacation of the Church Avenue right-of-way adjacent to the Subject Property, with the reservation for the benefit of the Subject Property of an access easement for ingress and egress over and across such vacated right-of-way area or an alternate location with reasonable proximity and convenience of service to the Subject Property;
- D. Reasonable provisions pertaining to the care and maintenance of the access drives over which such cross easements are located and the reasonable cost sharing between the various land owners with respect thereto; and
- E. Such further terms and provisions as may be reasonable and appropriate to effectuate the purpose and intent of the REA and/or to reasonably protect the rights and interests of Owner and/or Developer with respect thereto.

16. **Amendments to Ordinances/Most Restrictive Building Code:**

- A. **Amendments to Ordinances:** Except as otherwise hereinafter provided, all ordinances, regulations and codes of the Village relating to subdivision controls, zoning, drainage, signage, official plan, fees and related restrictions, as they presently exist, except as amended, varied, or modified by the terms of this Agreement, shall apply to the Subject Property and its development and use for a period of ten (10) years from the date of this Agreement. Any amendments, repeal, or additional regulations which are enacted subsequent to the date of this Agreement by the Village shall not be applied to the Subject Property except upon the written consent of Developer during said ten year period. After said ten year period, the Subject Property and its development will be subject to all ordinances, regulations, and codes of the Village in existence on and after the expiration of said ten year period, provided, however, that the application of any such ordinance, regulation or code shall not result in the elimination of the zoning and conditional use hereunder approved for the Subject Property or a reduction in the development rights and variations or deviations herein provided for the Subject Property. All buildings and improvements constructed upon the Subject Property pursuant to proper permits issued by the County prior to annexation shall, upon annexation of the Subject Property to the Village, be grandfathered as fully conforming structures under the ordinances of the Village throughout the term of this Agreement and the issuance for the Subject Property of any building or other permits by the Village thereafter shall not require retrofitting of such structures pursuant to applicable Village ordinances. Notwithstanding the foregoing, the Village shall be able to revise, vary, increase, decrease or impose utility service fees and licensing fees of general application which affect the Subject Property without limitation at all times, including but not limited to, said aforementioned ten (10) year period.
- B. **Most Restrictive Building Code:** Owner and Developer agree that prior to the annexation of the Subject Property to the Village all improvements constructed on the Subject Property under the jurisdiction and permitting authority of the County shall conform to and comply with the most restrictive of the provisions of the Village and County building codes in effect on the date of this Agreement. Following the annexation of the Subject Property to the Village only the applicable Village building code, as provided for in this Agreement shall be applicable to the Subject Property.

17. **Reasonableness of Fees and Charges:** Owner and Developer agree that the connection charges, fees, dedications and easements required by current ordinances of the Village or this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development of the Subject Property.

18. **Dedication of Public Improvements:** Following the annexation of the Subject Property to the Village and when Developer has completed all required public improvements, if any, in accordance with applicable provisions of the Subdivision Ordinance, as varied by this Agreement, and said public improvements have been inspected and approved by the Village Engineer, the Village shall accept said public improvements subject to the two (2) year maintenance provisions of the Subdivision Ordinance, unless such public improvements have been in place a period of two years or more preceding the date of annexation. Notwithstanding this Section, Drainage Facilities and Detention Areas located within the Subject Property shall remain owned by and maintained by the Owner and Developer, and any subsequent owner(s). The acceptance of said public improvements by the Village shall not be a condition precedent to the issuance of any building or occupancy permit requested of the County or the Village for the Subject Property.

19. **Fire District:** By operation of law and in accordance with Illinois Compiled Statutes Chapter 70, Section 705/20, the Subject Property shall, upon its annexation to the Village, be disconnected from the fire protection district in which it is located at no cost to the Village. The Village agrees to cooperate with the Owner and the Developer in said disconnection. Developer, Owner and/or the successor owner of any lot platted within the Subject Property shall be responsible for the disconnection and shall reimburse the Village for any funds expended by the Village, including, but not limited to any payments required by 70 ILCS 705/20(e), any legal fees and litigation costs, relative thereto.

20. **Final Engineering Approval:** All public improvements to be constructed hereunder or under the Subdivision Ordinance, as varied by this Agreement, and which are to be owned by the Village either before or after its annexation of the Subject Property shall be paid for, constructed and installed by Developer in accordance with final engineering plans approved by the Village's Engineer.

21. **Annexation to Lombard Park District:** Owner and Developer agree to petition the Lombard Park District to have the Subject Property annexed to the Lombard Park District upon its annexation to the Village in the event the Subject Property is not currently annexed to said Park District.

22. **Liquor License:** The Village acknowledges that Owner and Developer intend to obtain the applicable County liquor license for the package sale of beer and wine from the drug store to be constructed upon the Subject Property. Owner and Developer agree that in no event shall beer and/or wine be sold, delivered or exchanged through the drive-thru facility. Upon annexation of the Subject Property to the Village, the Village agrees to establish, if necessary, an additional beer and wine package sales liquor license for which the owner/operator of the drug store located upon the Subject Property may make application. Such liquor license application shall be processed by the Village in conformance with its established procedures and shall be approved or rejected in conformity therewith.

23. **Waviers by Director:** The Village Director of Community Development has reviewed all applicable plans pertaining to the development of the Subject Property and the surrounding

conditions and determined that the following waivers are appropriate and are hereby granted pursuant to his authority under the Zoning Ordinance:

- A. The required ten (10) feet wide building perimeter landscaped area is hereby waived (Section 155.708).

24. **Further Cooperation:** Owner and Developer agree to further cooperate with the Village with respect to the following items:

- A. **Cut-Thru Traffic:** In the event a substantial amount of cut-thru traffic from northbound Meyers to eastbound Roosevelt Road is consistently experienced across the southerly service drive as identified on the Site Plan, which results in a material threat to or impairment of public health and safety, Owner and Developer shall, at their expense, upon the written request of the Village, construct a speed table within said southerly service drive to slow down and discourage such cut-thru traffic. Said speed table shall be designed and constructed in accordance with standards approved by Owner, Developer and the Village, which approvals shall not be unreasonably withheld. Nothing contained herein shall be construed to limit the right of Owner and/or Developer to elect to construct such speed table or other traffic controlling device upon the Subject Property without the written request from the Village to do so.
- B. **Courtesy Plan Review:** Owner and Developer shall submit to the Village a courtesy copy of all building permit application materials from time to time submitted by Owner and/or Developer to the County for the Subject Property. Such courtesy copy shall be delivered to the Village within twenty-four (24) hours following the submission to the County. Owner and/or Developer shall further notify, by telephone or facsimile transmission, the Village's Director of Community Development of all scheduled County inspection dates for improvements being constructed upon the Subject Property. The Village shall have the right, through its designated representatives, to enter upon the Subject Property to observe all such County inspections and the work being the subject thereof. No such Village representative shall have direct communication with the construction personnel located at the Subject Property but shall communicate only with Owner, Developer or their legal counsel with respect to any questions, observations or comments concerning said inspections or the work being performed. Nothing contained herein shall be construed to create or vest any building permit review or construction inspection authority in the Village over matters otherwise under the authority and control of the County (however, the Village shall have permitting and inspection authority over the water and sanitary sewer improvements and connections).

25. **General Provisions:**

A. **Notices:** Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed telefacsimile transmission provided a hard copy of such notice is deposited in the regular mail addressed to the recipient within twenty-four hours following the telefacsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

(1) If to the Village or
Corporate Authorities:

President and Board of Trustees
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

With a copy to:

(a) Village Manager
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

(b) Director of Community Development
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

(c) Thomas P. Bayer
KLEIN, THORPE AND JENKINS, LTD.
20 N. Wacker Drive
Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444

(2) If to Owner:

RX Funding Business Trust No. 2000-1
CVS Corporation
1 CVS Drive
Woonsocket, RI 02895
Attn: Construction Services Store No. 2791
Phone: (401) 765-1500
Fax: (401) 770-4695

With a copy to:

Hinckley Allen & Snyder
50 Kennedy Plaza
Suite 1500
Providence, RI 02903
Attn: Elizabeth Hansen
Phone: (401) 274-2000
Fax: (401) 277-9600

(3) If to Developer:

Wilton Development Corp. and
1701 Golf Road
Tower 3, Suite 802
Rolling Meadows, IL 60008
Attn: Tom Lowe
Phone: (847) 709-2902
Fax: (847) 709-2909

Wilton Development Corp.
11111 Santa Monica Blvd.
Suite 500
Los Angeles, CA 90025
Attn: Scott Mayer
Phone: (310) 444-6377
Fax: (310) 444-6378

With a copy to:

Rathje, Woodward, Dyer & Burt
Attn: Henry S. Stillwell, III
300 E. Roosevelt Road
P.O. Box 786
Wheaton, IL 60189
Phone: (630) 668-8500
Fax: (630) 668-7350

or to such other address as any party may from time to time designate in a written notice to the other parties.

B. Continuity of Obligations:

(1) This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, grantees, lessees, and upon any successor municipal authorities of the Village and successor municipalities. Upon the conveyance of any of Owner's or Developer's interest in any portion of the Subject Property or its rights and obligations under this Agreement to the other or a third party ("Transferee"), the rights and obligations of Owner and/or Developer pertaining to such portion of the Subject Property or rights and obligations hereunder, shall be deemed assigned to and assumed by such Transferee, and Owner and Developer shall thereupon be released and discharged by the Village from any further obligation pertaining to such identified rights and duties. Subject to the provisions of subparagraph 3 of this Section 25B, the Transferee shall thereupon be entitled to exercise all rights and authorities and shall perform all duties and obligations of Owner and/or Developer pertaining to such portion of the Subject Property.

(2) In the event of any sale or conveyance by Owner and/or Developer of the Subject Property or any portion thereof, Owner and/or Developer shall notify the Village in writing, within ten (10) working days after the closing of such sale or conveyance, of any and all Transferees to all or any portion of the Subject Property. Such written notice shall include identification of the name(s) of such Transferee(s), the date of such sale or conveyance, and a copy of the title opinion identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title opinion for the sale or conveyance of real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this subsection 25B.

(3) Upon the condition that the requirements of this subsection 25B have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner and/or Developer's Transferees, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality. In the event that the requirements of this subsection 25B have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner and Developer's Transferees until such time as Owner or Developer has given the Village the notice required by this subsection 25B.

- C. **Court Contest:** In the event the annexation of the Subject Property, the classification of the Subject Property for zoning purposes or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period provided in subsection 25S below.
- D. **Remedies:** The Village and Owner and Developer, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to any party to such default, the party seeking to enforce said provision shall have the right of specific performance and if said party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.
- E. **Dedication of Public Lands:** In no event, including (without limitation) the exercise of the authority granted in Section 5/11-12-8 of Division 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, shall the Corporate Authorities of the Village require that any part of the Subject Property be designated for public purposes, except as otherwise provided in this Agreement or except as may be consented to in writing by Owner and Developer. The foregoing notwithstanding, however, Owner and Developer agree to grant to the Village all necessary and appropriate utility easements to service public utility lines and structures located upon the Subject Property which are conveyed to, owned and maintained by the Village.
- F. **Conveyances:** Nothing contained in this Agreement shall be construed to restrict or limit the right of Owner and/or Developer to sell or convey all or any portion of the Subject Property, whether improved or unimproved, except as otherwise specifically set forth herein.
- G. **Survival of Representations:** Each of the parties agrees that the representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.

H. **Captions and Paragraph Headings:** The captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

I. **Reimbursement of Village for Legal and Other Fees and Expenses:**

(1) **To Effective Date of Agreement:** Owner and Developer, concurrently with the approval of this Agreement, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (a) the costs incurred by the Village for engineering services;
- (b) all reasonable attorneys' fees incurred by the Village in connection with this Annexation Agreement and zoning of the Subject Property; and
- (c) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

(2) **From and After Effective Date of Agreement:** Except as provided in this subsection, upon demand by the Village made by and through its President, Owner and Developer from time to time shall promptly reimburse the Village for all reasonable expenses and costs incurred by the Village in the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of public improvements, and the review by Village consultants of plans and materials submitted by Developer.

Such costs and expenses incurred by the Village in the administration of this Agreement shall be evidenced to the Owner and Developer upon their request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by Owner and Developer at their option from additional documents designated from time to time by Developer and Owner relevant to determining such costs and expenses.

Notwithstanding the foregoing, Developer and Owner shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against Owner and/or Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, Owner and Developer, on notice from the Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- (a) Developer and Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
- (b) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between the Village, Owner and/or Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner and Developer shall reimburse the Village, from time to time on written demand from the President of Village and notice of the amount due, for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Owner and/or Developer for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner and/or Developer all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith (and any appeal thereof). Owner and/or Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner and/or Developer.

- J. **No Waiver or Relinquishment of Right to Enforce Agreement:** Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- K. **Village Approval or Direction:** Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.
- L. **Recording:** A copy of this Agreement and any amendments thereto shall be recorded by the Village at the expense of the Owner and Developer.
- M. **Authorization to Execute:** The officers of Owner and Developer executing this Agreement warrant that they have been lawfully authorized by Owner's and Developer's respective Boards of Directors to execute this Agreement on behalf of said Owner and Developer. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and Developer and Village shall deliver to each other upon request copies of all bylaws, joint venture agreements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.
- N. **Amendment:** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner and Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.
- O. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

- P. **Conflict Between the Text and Exhibits:** In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of this Agreement shall control and govern.
- Q. **Definition of Village:** When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.
- R. **Execution of Agreement:** This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he/she signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.
- S. **Term of Agreement:** This Agreement shall be in full force and effect for a term of twenty (20) years from and after the date of execution of this Agreement.
- T. **Venue:** The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.
- U. **Condition Precedent:** Anything contained in this Agreement to the contrary notwithstanding, the Village acknowledges that as of the date of this Agreement Owner is the purchaser under certain contracts to acquire the Subject Property (collectively "**Purchase Contracts**"). Owner expects to close under each of the Purchase Contracts prior to June 1, 2002. Owner's acquisition of fee title to the Subject Property and Owner's giving written notice thereof to the Village shall constitute a condition precedent to the rights and obligations of the Village, Owner and Developer hereunder ("**Condition Precedent**"). In the event the Condition Precedent has not been satisfied by June 1, 2002, this Agreement shall automatically terminate and be of no further force or effect. Upon the timely satisfaction of the Condition Precedent, as evidenced by the recordation in DuPage County of the deeds conveying the Subject Property to Owner, this Agreement shall continue in full force and effect in accordance with the terms and provisions contained herein and the Village shall thereupon re-record this Agreement at the expense of Owner and Developer. The taking of title to the Subject Property by Owner subsequent to the dates of execution and original recordation of this Agreement shall not constitute a defect in or defense to this Agreement and the rights and obligations of the parties hereto and the parties hereby expressly waive all claims and defenses, if any, which could be raised concerning this Agreement based upon said sequence of events.

- V. **Trustee Exculpation:** It is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered by Wilmington Trust Company, not individually or personally but solely as Owner Trustee (in such capacity, the "Owner Trustee") under the Trust Agreement for RX Funding Business Trust No. 2000-1, in the exercise of the powers and authority conferred and vested in it under the Trust Agreement, (b) each of the representations, undertakings and agreements herein made on the part of the Owner Trustee is made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company but is made and intended for the purpose for binding only the Owner Trustee and (c) under no circumstances shall Wilmington Trust Company be personally liable for the payment of any indebtedness or expenses of the Owner Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Owner Trustee under this Agreement or the other related documents.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE:
VILLAGE OF LOMBARD, an Illinois
municipal corporation

ATTEST:

Suzen L. Kramer
Village Clerk

DATED: 6/15/01

By: [Signature]
President

OWNER:

RX FUNDING BUSINESS TRUST NO. 2000-1

By: Wilmington Trust Company, not in its
individual capacity, but solely as Owner
Trustee

ATTEST:

[Signature]
Title: Secretary

DATED: 6/15/01

By: [Signature]
Name: Jeanne M. Oller
Title: Financial Services Officer

DEVELOPER:

WILTON DEVELOPMENT CORP., a
Delaware corporation

ATTEST:

Title: _____

DATED: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE:
VILLAGE OF LOMBARD, an Illinois
municipal corporation

ATTEST:

Suzan F. Kramer
Village Clerk

By: [Signature]
President

DATED: 6/15/01

OWNER:

RX FUNDING BUSINESS TRUST NO. 2000-1

By: Wilmington Trust Company, not in its
individual capacity, but solely as Owner
Trustee

ATTEST:

Title: _____
DATED: _____

By: _____
Name: _____
Title: _____

DEVELOPER:

WILTON DEVELOPMENT CORP., a
Delaware corporation

ATTEST:

[Signature]
Title: ASSISTANT SECRETARY
DATED: JUNE 6, 2001

By: _____
Name: Jay H. Wilton
Title: President

ACKNOWLEDGMENTS

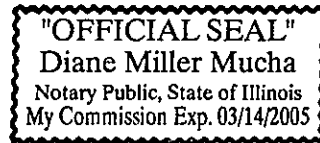
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Suzan L. Kramer, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of June, 2001.

Commission expires 3/14, 05

Diane Miller Mucha
Notary Public



STATE OF DELAWARE

) SS
COUNTY OF NEW CASTLE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above-named Jeanne M. Oler and
Rosemary Pantano, are personally known to me to be the Financial Services Officer
and senior Financial Services Officer of Wilmington Trust Company, acting in its capacity as
Owner Trustee of RX FUNDING BUSINESS TRUST NO. 2000-1, not in its individual
capacity, but solely as Owner Trustee, and also personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such Jeanne M. Oler and
Rosemary Pantano respectively, and that they appeared before me this day in person
and severally acknowledged that as such Financial Services Officer and Senior Financial Services Officer they
signed and delivered the said instrument, pursuant to authority given by said trust as their free
and voluntary act, and as the free and voluntary act and deed of said trust, for the uses and
purposes therein set forth.

2001. GIVEN under my hand and Notary Seal this 5th day of June,

Commission expires Nov. 21, 2001.


Notary Public

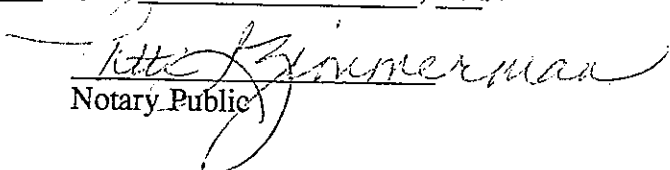
DEBORAH L. GEORGE
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires November 21, 2001

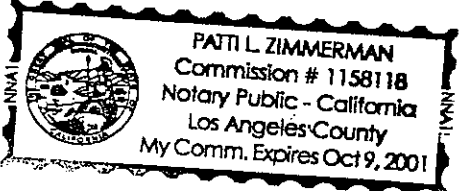
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Jay H. Wilton and Scott D. Mayer, are personally known to me to be the President and Assistant Secretary of Wilton Development Corp. and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary respectively, and that they appeared before me this day in Person and severally acknowledged that as such President and Assistant Secretary they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth, and the said President, then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Corporation caused said seal to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 6th day of June, 2001

Commission expires October 9, 2001


Notary Public



SCHEDULE OF EXHIBITS

- | | |
|------------|---------------------------------------|
| EXHIBIT A: | Legal Description of Subject Property |
| EXHIBIT B: | Site Plan |
| EXHIBIT C: | Landscape Plan |
| EXHIBIT D: | Final Plat |
| EXHIBIT E: | Sign Plan |
| EXHIBIT F: | Engineering Plans |
| EXHIBIT G: | Permitted Variations and Deviations |
| EXHIBIT H: | Exterior Elevations |

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Parcel 1:

LOTS 1, 2 AND 3 AND THE EAST 12 FEET OF LOT 4 IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE NORTHEAST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Parcel 2:

LOTS 5 AND THE WEST 40.73 FEET OF LOT 4 (MEASURED ON THE SOUTH PROPERTY LINE AND PARALLEL TO THE EAST PROPERTY LINE OF SAID LOT 5) IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE NORTHEAST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1929 AS DOCUMENT NUMBER 276750, IN DUPAGE COUNTY, ILLINOIS.

Parcel 3:

LOT SIX (6), SEVEN (7), TWENTY (20), AND TWENTY-ONE (21) IN BLOCK SIX (6), IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER IN SECTION TWENTY-ONE (21), TOWNSHIP THIRTY-NINE (39), NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 1, 1929, AS DOCUMENT 276750, IN DUPAGE COUNTY, ILLINOIS.

Parcel 4:

THE EAST-WEST 20 FOOT PUBLIC ALLEY NORTH OF AND ADJOINING LOTS 6 AND 21 IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT SUBDIVISION, BEING A SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE NORTHEAST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1929 AS DOCUMENT NUMBER 276750, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

SITE PLAN

EXHIBIT C

LANDSCAPE PLAN

WILTON PARTNERS
REAL ESTATE DEVELOPMENT
1000 W. 10TH AVENUE, SUITE 1000
DENVER, COLORADO 80202
303.733.2888 • 303.733.2888

THE HAN-BROWNE GROUP
CONSTRUCTION
1000 W. 10TH AVENUE, SUITE 1000
DENVER, COLORADO 80202
303.733.2888 • 303.733.2888

LANDSCAPE ARCHITECT
DANIEL WERNICH & PARTNERS, LTD.
1000 W. 10TH AVENUE, SUITE 1000
DENVER, COLORADO 80202
303.733.2888 • 303.733.2888

CVS pharmacy
STORE NUMBER: **f291**
1000 W. 10TH AVENUE, SUITE 1000
DENVER, COLORADO 80202

WE HON PARTNERS
1000 W. 10TH AVENUE, SUITE 1000
DENVER, COLORADO 80202
303.733.2888 • 303.733.2888
CONTACT: TOM LOWME

DATE: _____
DRAWING BY: _____
SCALE: _____
JOB NUMBER: _____
TITLE: **LANDSCAPE PLAN**
SHEET NUMBER: **L-1**
COMPILED: _____

EXHIBIT C

NOTE: Pursuant to the direction of the County of DuPage this Landscape Plan shall be deemed amended to move the 6' high wood fence from the south side of the service drive to the southerly property line and the live hedge shown along the southerly property line shall be eliminated.

PLANT LIST	QTY	LOCATION	SIZE	SPACING	REMARKS
1. PLANTING MATERIALS TO BE PROVIDED BY CONTRACTOR					
2. PLANTING MATERIALS TO BE PROVIDED BY OWNER					
3. PLANTING MATERIALS TO BE PROVIDED BY CONTRACTOR					
4. PLANTING MATERIALS TO BE PROVIDED BY OWNER					
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14. PLANTING MATERIALS TO BE PROVIDED BY OWNER					
15. PLANTING MATERIALS TO BE PROVIDED BY CONTRACTOR					
16. PLANTING MATERIALS TO BE PROVIDED BY OWNER					
17. PLANTING MATERIALS TO BE PROVIDED BY CONTRACTOR					
18. PLANTING MATERIALS TO BE PROVIDED BY OWNER					
19. PLANTING MATERIALS TO BE PROVIDED BY CONTRACTOR					
20. PLANTING MATERIALS TO BE PROVIDED BY OWNER					

GENERAL NOTES:
1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE ILLUSTRATIONS AND NOTES ON THIS PLAN.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER AND THE COUNTY OF DUPAGE.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE ILLUSTRATIONS AND NOTES ON THIS PLAN.

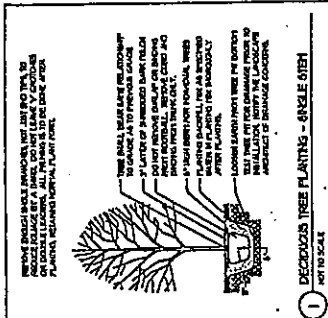
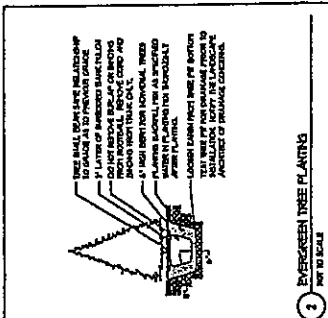
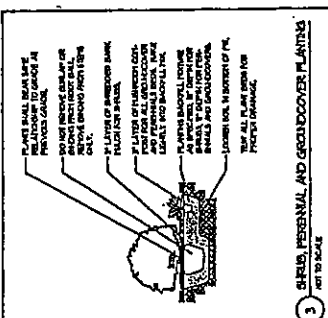
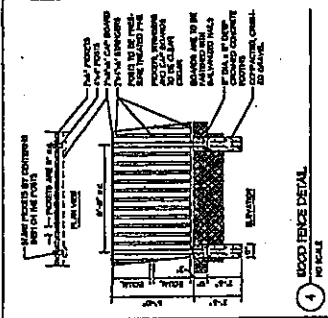
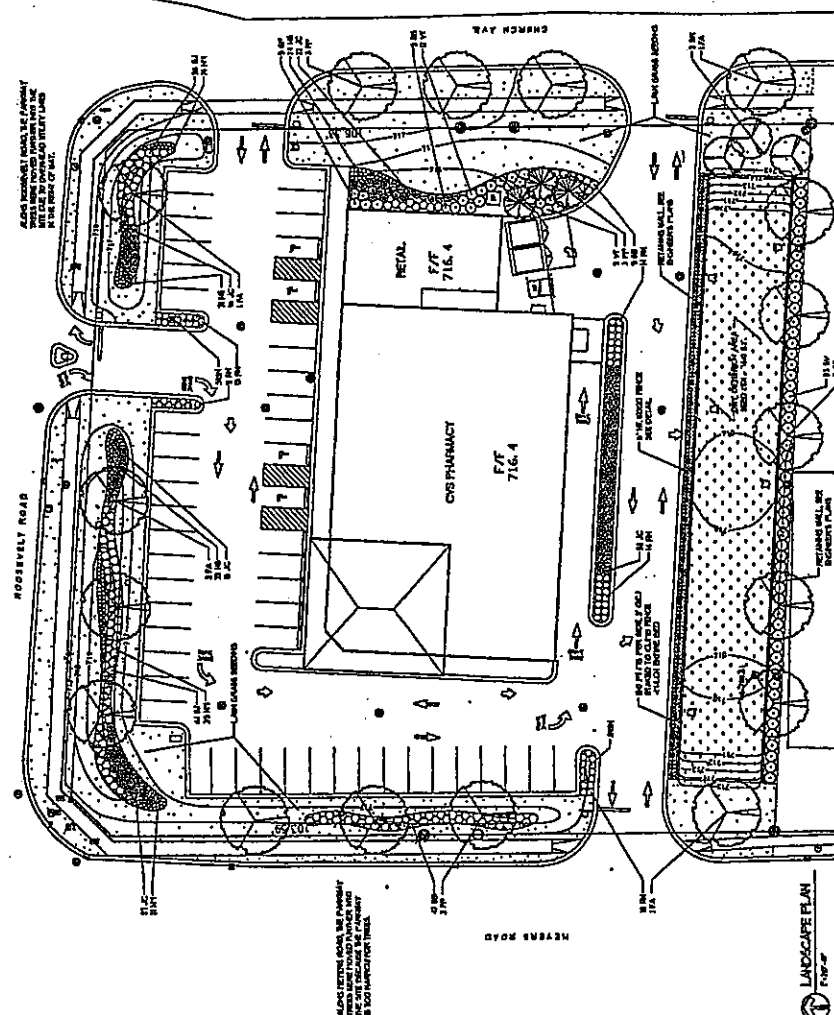
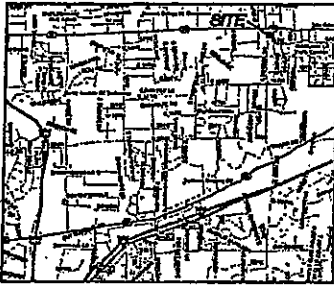


EXHIBIT D

FINAL PLAT

FINAL PLAT OF SUBDIVISION OF CVS - LOMBARD DuPAGE COUNTY, ILLINOIS

BEING A SUBDIVISION OF PART NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 30
NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE
COUNTY, ILLINOIS.



AREA
TOTAL 67,784 S.F. = 1.558 AC. +/-

BASIS OF BEARINGS:
NORTH LINE OF ROOSEVELT RD.
ASSUMED TO BE S 89°32'22"E



LEGEND

	PROPERTY LINE		1/2" PLUMB PIPE
	3/4" PLUMB PIPE		1/4" PLUMB PIPE
	1" PLUMB PIPE		1/2" PLUMB PIPE
	1 1/2" PLUMB PIPE		1" PLUMB PIPE
	2" PLUMB PIPE		3/4" PLUMB PIPE
	3" PLUMB PIPE		1/2" PLUMB PIPE
	4" PLUMB PIPE		1/4" PLUMB PIPE
	6" PLUMB PIPE		1/2" PLUMB PIPE
	8" PLUMB PIPE		3/4" PLUMB PIPE
	10" PLUMB PIPE		1" PLUMB PIPE
	12" PLUMB PIPE		1 1/2" PLUMB PIPE
	14" PLUMB PIPE		2" PLUMB PIPE
	16" PLUMB PIPE		3" PLUMB PIPE
	18" PLUMB PIPE		4" PLUMB PIPE
	20" PLUMB PIPE		6" PLUMB PIPE
	24" PLUMB PIPE		8" PLUMB PIPE
	30" PLUMB PIPE		10" PLUMB PIPE
	36" PLUMB PIPE		12" PLUMB PIPE
	42" PLUMB PIPE		14" PLUMB PIPE
	48" PLUMB PIPE		16" PLUMB PIPE
	54" PLUMB PIPE		18" PLUMB PIPE
	60" PLUMB PIPE		20" PLUMB PIPE
	72" PLUMB PIPE		24" PLUMB PIPE
	84" PLUMB PIPE		30" PLUMB PIPE
	96" PLUMB PIPE		36" PLUMB PIPE
	108" PLUMB PIPE		42" PLUMB PIPE
	120" PLUMB PIPE		48" PLUMB PIPE
	144" PLUMB PIPE		60" PLUMB PIPE
	168" PLUMB PIPE		72" PLUMB PIPE
	192" PLUMB PIPE		84" PLUMB PIPE
	216" PLUMB PIPE		96" PLUMB PIPE
	240" PLUMB PIPE		108" PLUMB PIPE
	270" PLUMB PIPE		120" PLUMB PIPE
	300" PLUMB PIPE		144" PLUMB PIPE
	360" PLUMB PIPE		168" PLUMB PIPE
	432" PLUMB PIPE		192" PLUMB PIPE
	504" PLUMB PIPE		216" PLUMB PIPE
	576" PLUMB PIPE		240" PLUMB PIPE
	648" PLUMB PIPE		270" PLUMB PIPE
	720" PLUMB PIPE		300" PLUMB PIPE
	864" PLUMB PIPE		360" PLUMB PIPE
	1008" PLUMB PIPE		432" PLUMB PIPE
	1152" PLUMB PIPE		504" PLUMB PIPE
	1296" PLUMB PIPE		576" PLUMB PIPE
	1440" PLUMB PIPE		648" PLUMB PIPE
	1728" PLUMB PIPE		720" PLUMB PIPE
	2016" PLUMB PIPE		864" PLUMB PIPE
	2304" PLUMB PIPE		1008" PLUMB PIPE
	2592" PLUMB PIPE		1152" PLUMB PIPE
	2880" PLUMB PIPE		1296" PLUMB PIPE
	3168" PLUMB PIPE		1440" PLUMB PIPE
	3456" PLUMB PIPE		1728" PLUMB PIPE
	3744" PLUMB PIPE		2016" PLUMB PIPE
	4032" PLUMB PIPE		2304" PLUMB PIPE
	4320" PLUMB PIPE		2592" PLUMB PIPE
	4608" PLUMB PIPE		2880" PLUMB PIPE
	4896" PLUMB PIPE		3168" PLUMB PIPE
	5184" PLUMB PIPE		3456" PLUMB PIPE
	5472" PLUMB PIPE		3744" PLUMB PIPE
	5760" PLUMB PIPE		4032" PLUMB PIPE
	6048" PLUMB PIPE		4320" PLUMB PIPE
	6336" PLUMB PIPE		4608" PLUMB PIPE
	6624" PLUMB PIPE		4896" PLUMB PIPE
	6912" PLUMB PIPE		5184" PLUMB PIPE
	7200" PLUMB PIPE		5472" PLUMB PIPE
	7488" PLUMB PIPE		5760" PLUMB PIPE
	7776" PLUMB PIPE		6048" PLUMB PIPE
	8064" PLUMB PIPE		6336" PLUMB PIPE
	8352" PLUMB PIPE		6624" PLUMB PIPE
	8640" PLUMB PIPE		6912" PLUMB PIPE
	8928" PLUMB PIPE		7200" PLUMB PIPE
	9216" PLUMB PIPE		7488" PLUMB PIPE
	9504" PLUMB PIPE		7776" PLUMB PIPE
	9792" PLUMB PIPE		8064" PLUMB PIPE
	10080" PLUMB PIPE		8352" PLUMB PIPE
	10368" PLUMB PIPE		8640" PLUMB PIPE
	10656" PLUMB PIPE		8928" PLUMB PIPE
	10944" PLUMB PIPE		9216" PLUMB PIPE
	11232" PLUMB PIPE		9504" PLUMB PIPE
	11520" PLUMB PIPE		9792" PLUMB PIPE
	11808" PLUMB PIPE		10080" PLUMB PIPE
	12096" PLUMB PIPE		10368" PLUMB PIPE
	12384" PLUMB PIPE		10656" PLUMB PIPE
	12672" PLUMB PIPE		10944" PLUMB PIPE
	12960" PLUMB PIPE		11232" PLUMB PIPE
	13248" PLUMB PIPE		11520" PLUMB PIPE
	13536" PLUMB PIPE		11808" PLUMB PIPE
	13824" PLUMB PIPE		12096" PLUMB PIPE
	14112" PLUMB PIPE		12384" PLUMB PIPE
	14400" PLUMB PIPE		12672" PLUMB PIPE
	14688" PLUMB PIPE		12960" PLUMB PIPE
	14976" PLUMB PIPE		13248" PLUMB PIPE
	15264" PLUMB PIPE		13536" PLUMB PIPE
	15552" PLUMB PIPE		13824" PLUMB PIPE
	15840" PLUMB PIPE		14112" PLUMB PIPE
	16128" PLUMB PIPE		14400" PLUMB PIPE
	16416" PLUMB PIPE		14688" PLUMB PIPE
	16704" PLUMB PIPE		14976" PLUMB PIPE
	16992" PLUMB PIPE		15264" PLUMB PIPE
	17280" PLUMB PIPE		15552" PLUMB PIPE
	17568" PLUMB PIPE		15840" PLUMB PIPE
	17856" PLUMB PIPE		16128" PLUMB PIPE
	18144" PLUMB PIPE		16416" PLUMB PIPE
	18432" PLUMB PIPE		16704" PLUMB PIPE
	18720" PLUMB PIPE		16992" PLUMB PIPE
	19008" PLUMB PIPE		17280" PLUMB PIPE
	19296" PLUMB PIPE		17568" PLUMB PIPE
	19584" PLUMB PIPE		17856" PLUMB PIPE
	19872" PLUMB PIPE		18144" PLUMB PIPE
	20160" PLUMB PIPE		18432" PLUMB PIPE
	20448" PLUMB PIPE		18720" PLUMB PIPE
	20736" PLUMB PIPE		19008" PLUMB PIPE
	21024" PLUMB PIPE		19296" PLUMB PIPE
	21312" PLUMB PIPE		19584" PLUMB PIPE
	21600" PLUMB PIPE		19872" PLUMB PIPE
	21888" PLUMB PIPE		20160" PLUMB PIPE
	22176" PLUMB PIPE		20448" PLUMB PIPE
	22464" PLUMB PIPE		20736" PLUMB PIPE
	22752" PLUMB PIPE		21024" PLUMB PIPE
	23040" PLUMB PIPE		21312" PLUMB PIPE
	23328" PLUMB PIPE		21600" PLUMB PIPE
	23616" PLUMB PIPE		21888" PLUMB PIPE
	23904" PLUMB PIPE		22176" PLUMB PIPE
	24192" PLUMB PIPE		22464" PLUMB PIPE
	24480" PLUMB PIPE		22752" PLUMB PIPE
	24768" PLUMB PIPE		23040" PLUMB PIPE
	25056" PLUMB PIPE		23328" PLUMB PIPE
	25344" PLUMB PIPE		23616" PLUMB PIPE
	25632" PLUMB PIPE		23904" PLUMB PIPE
	25920" PLUMB PIPE		24192" PLUMB PIPE
	26208" PLUMB PIPE		24480" PLUMB PIPE
	26496" PLUMB PIPE		24768" PLUMB PIPE
	26784" PLUMB PIPE		25056" PLUMB PIPE
	27072" PLUMB PIPE		25344" PLUMB PIPE
	27360" PLUMB PIPE		25632" PLUMB PIPE
	27648" PLUMB PIPE		25920" PLUMB PIPE
	27936" PLUMB PIPE		26208" PLUMB PIPE
	28224" PLUMB PIPE		26496" PLUMB PIPE
	28512" PLUMB PIPE		26784" PLUMB PIPE
	28800" PLUMB PIPE		27072" PLUMB PIPE
	29088" PLUMB PIPE		27360" PLUMB PIPE
	29376" PLUMB PIPE		27648" PLUMB PIPE
	29664" PLUMB PIPE		27936" PLUMB PIPE
	29952" PLUMB PIPE		28224" PLUMB PIPE
	30240" PLUMB PIPE		28512" PLUMB PIPE
	30528" PLUMB PIPE		28800" PLUMB PIPE
	30816" PLUMB PIPE		29088" PLUMB PIPE
	31104" PLUMB PIPE		29376" PLUMB PIPE
	31392" PLUMB PIPE		29664" PLUMB PIPE
	31680" PLUMB PIPE		29952" PLUMB PIPE
	31968" PLUMB PIPE		30240" PLUMB PIPE
	32256" PLUMB PIPE		30528" PLUMB PIPE
	32544" PLUMB PIPE		30816" PLUMB PIPE
	32832" PLUMB PIPE		31104" PLUMB PIPE
	33120" PLUMB PIPE		31392" PLUMB PIPE
	33408" PLUMB PIPE		31680" PLUMB PIPE
	33696" PLUMB PIPE		31968" PLUMB PIPE
	33984" PLUMB PIPE		32256" PLUMB PIPE
	34272" PLUMB PIPE		32544" PLUMB PIPE
	34560" PLUMB PIPE		32832" PLUMB PIPE
	34848" PLUMB PIPE		33120" PLUMB PIPE
	35136" PLUMB PIPE		33408" PLUMB PIPE
	35424" PLUMB PIPE		33696" PLUMB PIPE
	35712" PLUMB PIPE		33984" PLUMB PIPE
	36000" PLUMB PIPE		34272" PLUMB PIPE
	36288" PLUMB PIPE		34560" PLUMB PIPE
	36576" PLUMB PIPE		34848" PLUMB PIPE
	36864" PLUMB PIPE		35136" PLUMB PIPE
	37152" PLUMB PIPE		35424" PLUMB PIPE
	37440" PLUMB PIPE		35712" PLUMB PIPE

POL. #
06-21-103-001, 06-21-103-002, 06-21-103-003
06-21-103-004, 06-21-103-010, 06-21-103-011

FINAL PLAT OF SUBDIVISION OF CVS - LOMBARD DuPAGE COUNTY, ILLINOIS

BEING A SUBDIVISION OF PART NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38
NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE
COUNTY, ILLINOIS.

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT SIX FUNDING BUSINESS TRUST NO. 2000-1 DOES
HEREBY CERTIFY THAT IT IS THE LEGAL OWNER OF THE PROPERTY DESCRIBED
HEREIN AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE SURVEYED
AND SUBDIVIDED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN
SET FORTH AND DOES HEREBY APPROVE, ADOPT AND AGREE TO THE SAME UNDER
THE TITLE AND STYLE HEREON SHOWN.

THIS AGREEMENT IS EXECUTED AND DELIVERED BY WILMINGTON TRUST
COMPANY, NOT INDIVIDUALLY OR PERSONALLY BUT SOLELY AS OWNER
TRUSTEE (IN SUCH CAPACITY, THE "OWNER TRUSTEE") UNDER THE
TRUST AGREEMENT, IN THE EXERCISE OF THE POWERS AND AUTHORITY
CONFERRED AND VESTED IN IT UNDER THE TRUST AGREEMENT. EACH OF
THE REPRESENTATIONS, UNDERTAKINGS AND AGREEMENTS HEREIN MADE ON
THE PART OF THE OWNER TRUSTEE IS MADE AND INTENDED NOT AS
PERSONAL REPRESENTATIONS, UNDERTAKINGS AND AGREEMENTS BY
WILMINGTON TRUST COMPANY BUT IS MADE AND INTENDED FOR THE
PURPOSES FOR FINANCING ONLY THE OWNER TRUSTEE. UNDER NO
CIRCUMSTANCES SHALL WILMINGTON TRUST COMPANY BE PERSONALLY
LIABLE FOR THE PAYMENT OF ANY REPRESENTATIONS OR UNDERTAKINGS OF THE
OWNER TRUSTEE OR BE LIABLE FOR THE BREACH OR FAILURE OF ANY
OBLIGATION, REPRESENTATION, WARRANTY OR COVENANT MADE OR
INCURRED BY THE OWNER TRUSTEE UNDER THIS AGREEMENT OR THE
OTHER RELATED DOCUMENTS.

DATED AT _____ DAY OF _____ 2000

BY SIX FUNDING BUSINESS TRUST NO. 2000-1
BY WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY
BUT SOLELY AS OWNER TRUSTEE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____ (TITLE) AND
_____ (TITLE) OF
_____ (TITLE) AND
_____ (TITLE) OF
_____ (TITLE) OF
_____ (TITLE) OF

KNOW ME TO BE THE SAME PERSONS WHO ARE SUBSCRIBED
TO THE FOREGOING CERTIFICATE OF OWNERSHIP, APPEARED
BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE
EXECUTION OF THIS INSTRUMENT IN SUCH MANNER AS TO BE
FREE AND VOLUNTARILY MADE BY THEM AS SUCH AND
VOLUNTARILY ACT AND DEED OF SAID CORPORATION OR BOUQUET
OF SAID CORPORATION.

WITNESSED BY ME AND NOTARIAL SEAL, THIS _____ DAY OF _____

NOTARY PUBLIC
BY COMMISSION EXPIRES _____

OWNERS SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT SIX FUNDING BUSINESS TRUST NO. 2000-1 IS THE
OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND
KNOWN AS CVS LOMBARD, TO THE BEST OF OUR KNOWLEDGE, IS LOCATED WITHIN
SCHOOL DISTRICT _____ COMMUNITY
COLLEGE DISTRICT _____ COMMUNITY HIGH SCHOOL
DISTRICT _____ IN DUPAGE COUNTY, ILLINOIS.

THIS AGREEMENT IS EXECUTED AND DELIVERED BY WILMINGTON TRUST COMPANY, NOT
INDIVIDUALLY OR PERSONALLY BUT SOLELY AS OWNER TRUSTEE (IN SUCH CAPACITY,
THE "OWNER TRUSTEE") UNDER THE TRUST AGREEMENT, IN THE EXERCISE OF THE
POWERS AND AUTHORITY CONFERRED AND VESTED IN IT UNDER THE TRUST
AGREEMENT. EACH OF THE REPRESENTATIONS, UNDERTAKINGS AND AGREEMENTS
HEREIN MADE ON THE PART OF THE OWNER TRUSTEE IS MADE AND INTENDED NOT AS
PERSONAL REPRESENTATIONS, UNDERTAKINGS AND AGREEMENTS BY WILMINGTON TRUST
COMPANY BUT IS MADE AND INTENDED FOR THE PURPOSES FOR FINANCING ONLY THE
OWNER TRUSTEE. UNDER NO CIRCUMSTANCES SHALL WILMINGTON TRUST COMPANY BE
PERSONALLY LIABLE FOR THE PAYMENT OF ANY REPRESENTATIONS OR UNDERTAKINGS OF THE
OWNER TRUSTEE OR BE LIABLE FOR THE BREACH OR FAILURE OF ANY OBLIGATION,
REPRESENTATION, WARRANTY OR COVENANT MADE OR INCURRED BY THE OWNER
TRUSTEE UNDER THIS AGREEMENT OR THE OTHER RELATED DOCUMENTS.

DATED THIS _____ DAY OF _____

BY SIX FUNDING BUSINESS TRUST NO. 2000-1
BY WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY
AS OWNER TRUSTEE

NOTARY PUBLIC

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____ (TITLE) OF _____
PERSONALLY KNOWN TO ME
TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING
SCHOOL DISTRICT CERTIFICATE, APPEARED BEFORE ME, THIS DAY, IN PERSON,
AND ACKNOWLEDGES THE EXECUTION OF THIS STATEMENT AS HIS FREE AND
VOLUNTARILY ACT ON BEHALF OF SAID CORPORATION.

WITNESSED BY ME AND NOTARIAL SEAL, THIS _____ DAY OF _____

NOTARY PUBLIC

SEWERAGE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT SIX FUNDING BUSINESS TRUST NO. 2000-1
IS THE OWNER OF THE LAND HEREON DESCRIBED AND EACH DOES HEREBY
CERTIFY THAT, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THE DRAINAGE
OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH
SUBDIVISION ON ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER
DRAINAGE WILL BE CHANGED, ADJUSTMENTS WILL BE MADE FOR THE
COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC ARTERIALS
OR DRAINAGE WHICH THE SUBDIVISION HAS A RIGHT TO USE, AND THAT SUCH
SURFACE WATER WILL NOT BE DEFLECTED ON THE PROPERTY OF ADJOINING
LAND OWNERS IN SUCH MANNER AS TO CAUSE DAMAGE TO THE
ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

THIS AGREEMENT IS EXECUTED AND DELIVERED BY WILMINGTON TRUST
COMPANY, NOT INDIVIDUALLY OR PERSONALLY BUT SOLELY AS OWNER
TRUSTEE (IN SUCH CAPACITY, THE "OWNER TRUSTEE") UNDER THE
TRUST AGREEMENT, IN THE EXERCISE OF THE POWERS AND AUTHORITY
CONFERRED AND VESTED IN IT UNDER THE TRUST AGREEMENT. EACH OF
THE REPRESENTATIONS, UNDERTAKINGS AND AGREEMENTS HEREIN MADE ON
THE PART OF THE OWNER TRUSTEE IS MADE AND INTENDED NOT AS
PERSONAL REPRESENTATIONS, UNDERTAKINGS AND AGREEMENTS BY
WILMINGTON TRUST COMPANY BUT IS MADE AND INTENDED FOR THE
PURPOSES FOR FINANCING ONLY THE OWNER TRUSTEE. UNDER NO
CIRCUMSTANCES SHALL WILMINGTON TRUST COMPANY BE PERSONALLY
LIABLE FOR THE PAYMENT OF ANY REPRESENTATIONS OR UNDERTAKINGS OF THE
OWNER TRUSTEE OR BE LIABLE FOR THE BREACH OR FAILURE OF ANY
OBLIGATION, REPRESENTATION, WARRANTY OR COVENANT MADE OR
INCURRED BY THE OWNER TRUSTEE UNDER THIS AGREEMENT OR THE
OTHER RELATED DOCUMENTS.

DATED THIS _____ DAY OF _____

BY SIX FUNDING BUSINESS TRUST NO. 2000-1
BY WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE

NOTARY PUBLIC

DRIVER OR ATTORNEY

CERTIFICATE OF DRAINAGE ENGINEER

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
DR. DRAINAGE ENGINEER OF COUNTY
DUPAGE COUNTY, ILLINOIS

CERTIFICATE OF DEPARTMENT OF ENVIRONMENTAL CONCERNS

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
DIRECTOR FOR THE DUPAGE COUNTY
DEPARTMENT OF ENVIRONMENTAL CONCERNS, 201 NORTH COUNTY ROAD, PLAZA AND
SOUTH AND SOUTHWEST CORNERS FOR THE APPROPRIATE TOWNSHIP, THE
INDIVIDUALS OF THE ENVIRONMENTAL CONCERNS DEPARTMENT OF DUPAGE COUNTY.

CERTIFICATE OF HEALTH DEPARTMENT

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
DEPARTMENTAL DEPARTMENT

CERTIFICATE OF COUNTY DEVELOPMENT DEPARTMENT

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
DIRECTOR OF COUNTY DEVELOPMENT
DEPARTMENT, DUPAGE COUNTY

CERTIFICATE OF DATA PROCESSING DEPARTMENT

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
MANAGER OF GEOGRAPHIC INFORMATION SYSTEMS
DATA PROCESSING DEPARTMENT

CERTIFICATE OF TOWNSHIP TOWNSHIP COMMISSIONER

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
SECURITY COORDINATOR

CERTIFICATE OF SUPERINTENDENT OF HIGHWAYS

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
COUNTY ENGINEER

CERTIFICATE OF PLAT OFFICER

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
PLAT OFFICER, DUPAGE COUNTY

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
COUNTY CLERK OF DUPAGE COUNTY
CLERK IN CHARGE, COUNTY CLERK'S OFFICE, 100 NORTH
LAUREL STREET, SUITE 100, JEFFERSON PARK, ILLINOIS 60151

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
COUNTY RECORDER

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
COUNTY RECORDER

COUNTY RECORDER

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
VILLAGE BOARD

VILLAGE BOARD

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
VILLAGE BOARD

VILLAGE BOARD

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
VILLAGE BOARD

VILLAGE BOARD

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
VILLAGE BOARD

VILLAGE BOARD

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
VILLAGE BOARD

VILLAGE BOARD

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
VILLAGE BOARD

VILLAGE BOARD

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
VILLAGE BOARD

VILLAGE BOARD

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED THIS _____ DAY OF _____
BY _____
VILLAGE BOARD

VILLAGE BOARD

SURVEYOR'S AUTHORIZATION CERTIFICATE

I, CHRISTOPHER D. BARTORE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3189, DO
HEREBY AUTHORIZE THE VILLAGE OF LOMBARD TO FILE WITH THE
DUPAGE COUNTY RECORDER'S OFFICE THE PLAT OF SUBDIVISION KNOWN AS
CVS-LOMBARD, BEING A SUBDIVISION OF PART NORTHWEST 1/4 OF SECTION 21,
TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
DUPAGE COUNTY, ILLINOIS.

CHRISTOPHER D. BARTORE, LAND SURVEYOR NO. 3189
201 CONSLANTIA, ILL.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT I, CHRISTOPHER D. BARTORE, A LICENSED LAND
SURVEYOR IN THE STATE OF ILLINOIS, HAVE REVISIONS, RECORDED AND
PLATED FOR THE COUNTY, BEING PART NORTHWEST 1/4 OF SECTION 21,
TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
DUPAGE COUNTY, ILLINOIS.

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 BEING WITH THE 20 FOOT EAST-WEST PUBLIC
ALLEY ALL IN BLOCK 1 IN LAGARRE REALTY COMPANY'S VILLA BORDENWOOD, BEING A
SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE
EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT SHOWING
RECORDING APRIL 09, 1998 AS DOCUMENT NUMBER 273048 IN DUPAGE COUNTY,
ILLINOIS.

ALSO DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 BEING WITH THE 20 FOOT EAST-WEST PUBLIC
ALLEY ALL IN BLOCK 1 IN LAGARRE REALTY COMPANY'S VILLA BORDENWOOD, BEING A
SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE
EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT SHOWING
RECORDING APRIL 09, 1998 AS DOCUMENT NUMBER 273048 AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9, THENCE NORTH 89 DEGREES
58 MINUTES 44 SECONDS WEST ALONG THE EAST LINE OF SECTION 21, 224.43 FEET
TO A POINT OF CURVATURE, THENCE EASTWARD ALONG THE NORTH LINE OF SAID
LOT 9 THROUGH 60 FEET OF THE FOLLOWING WALK CONNECTION (1) THENCE NORTHEASTERLY
ALONG THE END OF A CURVE CONVERSE TO THE SOUTHWEST, HAVING A RADIUS OF
30.00 FEET, A CHORD BEARING OF NORTH 43 DEGREES 35 MINUTES 30 SECONDS
EAST, 66.66 FEET TO A POINT OF TANGENCY, (2) THENCE SOUTHWEST ALONG THE END
OF A CURVE CONVERSE TO THE SOUTHWEST, HAVING A RADIUS OF 30.00 FEET, A
CHORD BEARING OF SOUTH 43 DEGREES 35 MINUTES 30 SECONDS WEST, 66.66 FEET
TO A POINT OF TANGENCY, THENCE SOUTH 89 DEGREES 58 MINUTES 44 SECONDS
WEST ALONG THE WEST LINE OF SAID LOT 9, 224.43 FEET TO THE SOUTHWEST CORNER
OF SAID LOT 9, THENCE NORTH 89 DEGREES 58 MINUTES 44 SECONDS WEST
ALONG THE WEST LINE OF SAID LOT 9, 224.43 FEET TO THE SOUTHWEST CORNER OF
SAID LOT 9, THENCE NORTH 89 DEGREES 58 MINUTES 44 SECONDS WEST ALONG
THE WEST LINE OF SAID LOT 9, 224.43 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT MARGARETTE WILL BE SET AT ALL LIFT STATIONS, POINTS
OF CURVATURE AND TANGENCIES, AS REQUIRED UPON COMPLETION OF CONSTRUCTION, AND
THAT THE CURVATURE LIMITS OF ANY CITY OR VILLAGE, BUT IS LOCATED WITHIN ONE-
AND-ONE-HALF (1-1/2) MILES OF THE VILLAGE OF LOMBARD AND THE VILLAGE OF VILLA
PARK.

I FURTHER CERTIFY THAT ALL NOTATIONS RELATIVE TO PLATS AND SUBDIVISIONS
HAVE BEEN COMPALED WITH IN THE PREPARATION OF THIS PLAT AND IS NOT WITHIN
THE CORPORATE LIMITS OF ANY CITY OR VILLAGE, BUT IS LOCATED WITHIN ONE-
AND-ONE-HALF (1-1/2) MILES OF THE VILLAGE OF LOMBARD AND THE VILLAGE OF VILLA
PARK.

I FURTHER CERTIFY THAT THE PROPERTY FALLS IN ZONE O (ORAS) DETERMINED TO
BE OF UNCLASSIFIED PLACEMENT AS FOR PLANS SURVEYOR BAYC MAP CREATIVITY PANEL
170471 0048 IS WITH AN EFFECTIVE DATE OF APRIL 04, 1994.

DATED AT GARDNER, ILLINOIS, THIS _____ DAY OF _____ A.D. _____

ILLINOIS LAND SURVEYOR NO. 3189-938
201 CONSLANTIA, ILL.

SDI Consulting Engineers
Surveyors
200 3rd St. West
St. Charles, IL 60155
TEL: 630-330-1100

ENCLOSURE FOR:
THE SEAR BROWN GROUP, INC.
85 METRO PARK
ROCHESTER, NEW YORK 14823
(716)475-1440

NO.	DATE	FOR	DESCRIPTION
1	01-08-00	FOR ORIGINAL	
2	01-08-00	FOR ORIGINAL	
3	01-08-00	FOR ORIGINAL	

FINAL PLAT OF SUBDIVISION
CVS - LOMBARD
DRAWING COMPLETED: 31-14-00
FIELD WORK COMPLETED: 02-02-00

Project No: 00773
Group No: 104
SHEET NO: 2
OF 2

EXHIBIT E

SIGN PLAN

**Proposed Signage for CVS/pharmacy
SEC Roosevelt & Meyers
DuPage County (Lombard), IL**

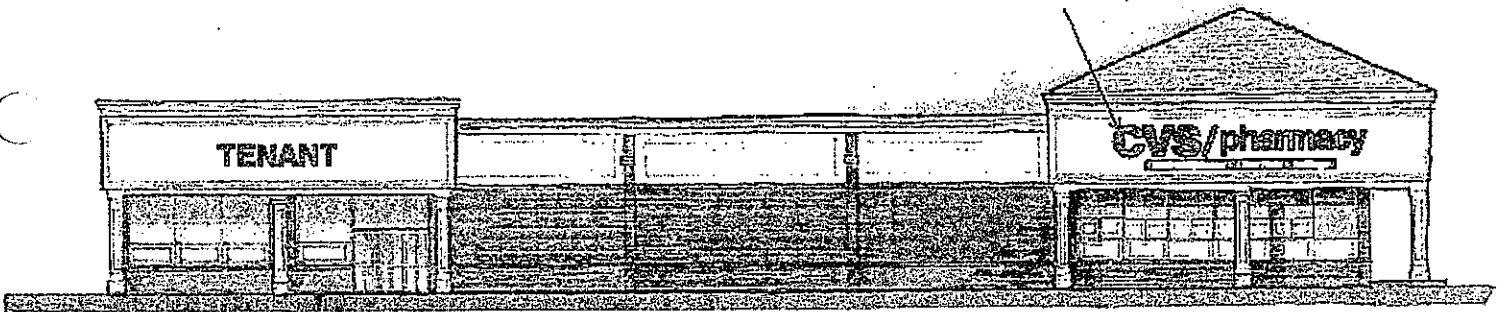
- Roosevelt Elevation: 42" **CVS/pharmacy** (102.33 sq. ft) Illuminated letters
1'x22' Tagline (22 sq. ft.) Illuminated Wall Sign
- Meyers Elevation: 42" **CVS/pharmacy** (102.33 sq. ft) Illuminated letters
1'x22' Tagline (22 sq. ft.) Illuminated Wall Sign
- Freestanding: Shared Pylon (49.56 sq. ft) @ 20' OAH
Shared Monument (29.17 sq. ft) @ 8'10" OAH
- Drive-Thru Canopy: 9" Enter- Drive-Thru/pharmacy Non-ill. **secondary** (7.48 sq. ft.)
9" Exit - Drive-Thru/pharmacy Non-ill. **secondary** (7.08 sq. ft.)
9" Drive-Thru/pharmacy **secondary** (6.31 sq. ft.)
4'x3' Drive-Thru information panel (12 sq. ft.)
4"x3'5³/₄" Pharmacy Pick Up/Drop Off Panel (1.16 sq. ft.)
- Freestanding Directionals: Four (4) CVS/pharmacy Enter w/ arrow (3 sq. ft.)
Four (4) CVS/pharmacy Exit w/ arrow (3 sq. ft.)
Four (4) Drive-Thru Pharmacy w/ arrow (3 sq. ft.)
(1) Do Not Enter/Thank You (2.25 sq. ft.) (Wall Mounted)
- Other Signage: Two (2) "Coming Soon" banners (24 sq. ft.) - temporary
Two (2) "Now Open" banners (24 sq. ft. each) - temporary
Two (2) 3x12 "Coming Soon" Banners (36 sq. ft.) -temporary
Various Pole Banners (15 sq. ft.)
One (1) "1 Hour Photo" Window Sign (.75 sq. ft.)
One (1) "American Greetings" Window Sign (8.75 sq. ft.)
One (1) "Store Hours" Board (3 sq. ft.)
- Contact Person: Aimee Tullos / Collins Signs, Inc.
(314) 963-8868 phone (718) 766-2011 fax

42" Letter x 29'3" span
 1'-0" Bulb x 22'-0" span



Front Elevation

42" Letter x 29'3" span
 1'-0" Bulb x 22'-0" span



Side Elevation

COLLINS SIGNS



4 255 Napier E. H. Road
 Dothan, Alabama 36303
 334.983-8000 Telephone
 334.983-1379 Fax

CVS
pharmacy

Roosevelt & Meyers Road
 (DuPage County)
 Lombard, IL

1002.CDR AAA
 Created: 11/21/2000
 Revised: 02/01/2001

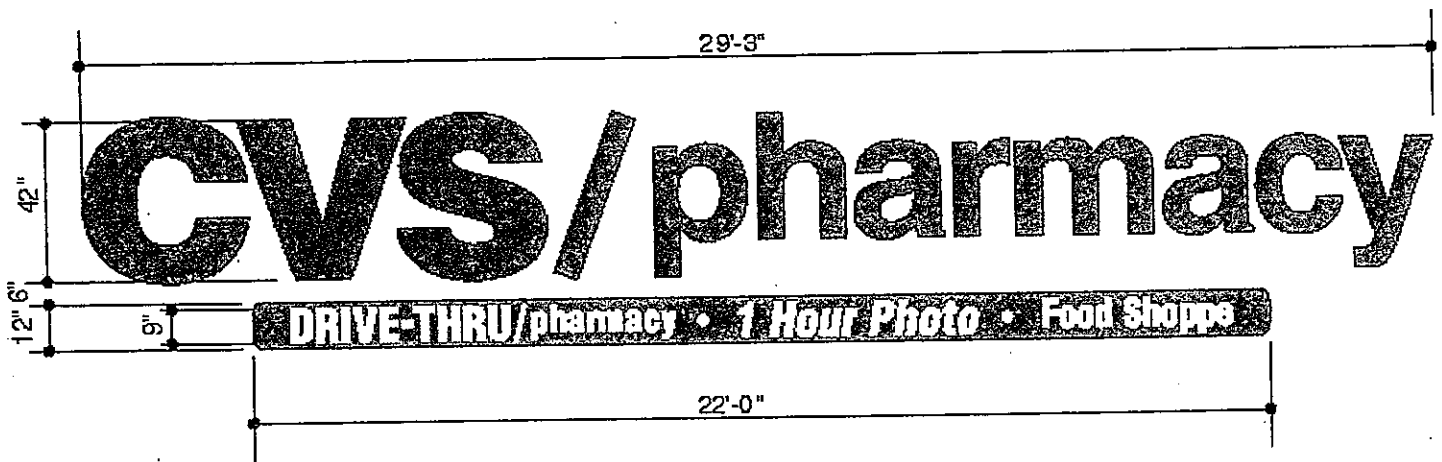
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**Building Logo Channel Letters
& Bullet**

Primary building identification is provided by executing the CVS/pharmacy logo as channel letters. Channel letters are widely considered the most effective and attractive method of building identification. These letters are offered in several sizes and installation options to satisfy a wide variety of site and city code requirements.

- Returns: Bronze outside, white inside.
- Trimcap: Bronze.
- Raceway: Paint to match building background.

- Returns: D40 aluminum.
- Trimcap: 1" x 2" is used for CVS only for sizes 48' and larger.
- Raceway: If required, .090 aluminum.
- Letter backs: .063 aluminum for CVS/ letters up to 36" tall; .090 for 36' and larger .063 for pharmacy.



CVS/pharmacy = 102.38 Square Feet
Bullet = 22 Square Feet

COLLINS SIGNS



4255 Napier Field Road
Dothan, Alabama 36303
334.983-8000 Telephone
334.983-1379 Fax



Roosevelt & Meyers Road
(DuPage County)
Lombard, IL

1002.CIR AAA
Created: 11/21/2000
Revised: 02/01/2001

This sign and any alterations are made by Collins Signs. It is the responsibility of the sign owner to ensure that the sign meets all applicable codes and regulations. Collins Signs is not responsible for any damage to the sign or building caused by fire, theft, or other causes. Collins Signs is not responsible for any damage to the sign or building caused by fire, theft, or other causes.

SECONDARY SIGNAGE

Drive-Thru canopy letters

NON-ILLUMINATED

FLAT ACRYLIC

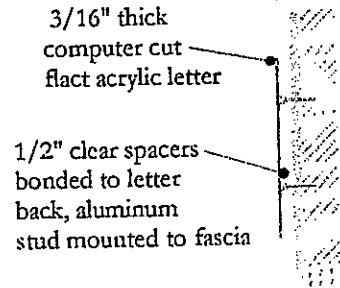
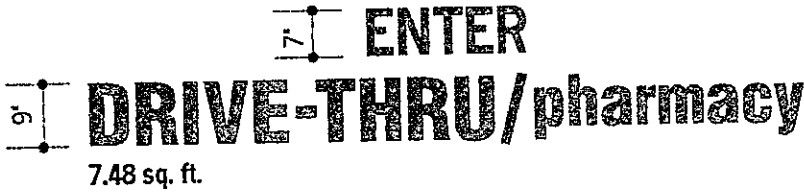
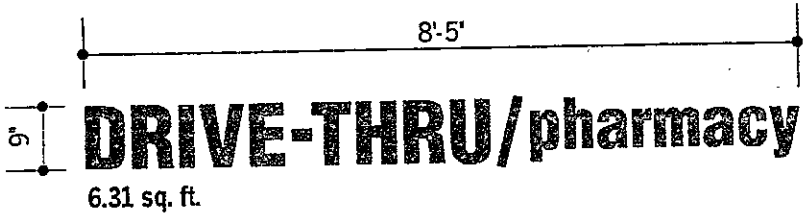
SQUARE FOOTAGE: noted

Identify the drive through pharmacy window area. They also inform customers of the correct approach with the Exit and Enter letters. They are made of flat cut acrylic, stud mounted to fascia with aluminum studs and 1/2" clear spacers.

• Letters: Red

MATERIALS

- Letters: .125" thick x 1 3/4" deep #2662 red acrylic.
- Studs: aluminum.
- Spacer: Clear acrylic.



SECONDARY SIGNAGE

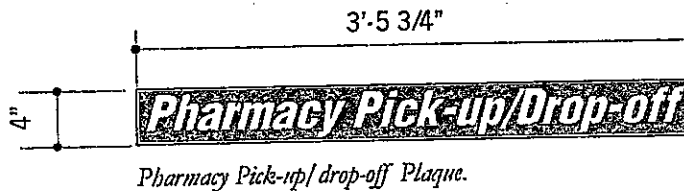
Pharmacy Plaque

NON-ILLUMINATED

WALL MOUNT

1.16 SQUARE FEET

The aluminum *Pharmacy Pick-up/Drop-off* Plaque is mounted to the wall with industrial double stick tape.



COLORS

• Plaque: Red with white copy.

MATERIALS

• Plaque: White .063 aluminum screen printed to match 220-13 Tomato Red

SECONDARY SIGNAGE

Drive-Thru Information Panel

NON-ILLUMINATED

WALL MOUNT

SQUARE FOOTAGE: 12

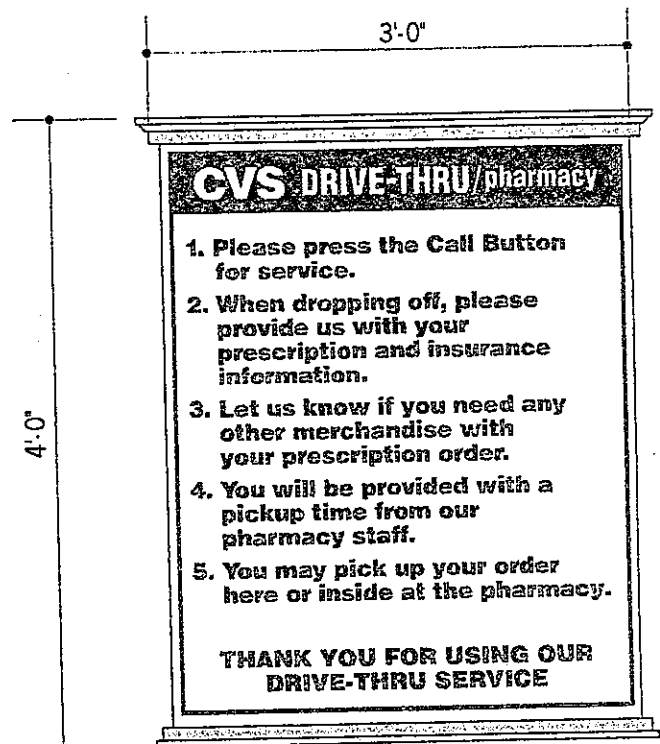
This non-illuminated panel give customers specific instructions and information to help expedite transactions at the drive-thru window.

COLORS

- Graphics: Match 220-13 Tomato Red.
- Panel background: White.
- Top and bottom molding: Seawolf Grey.

MATERIALS

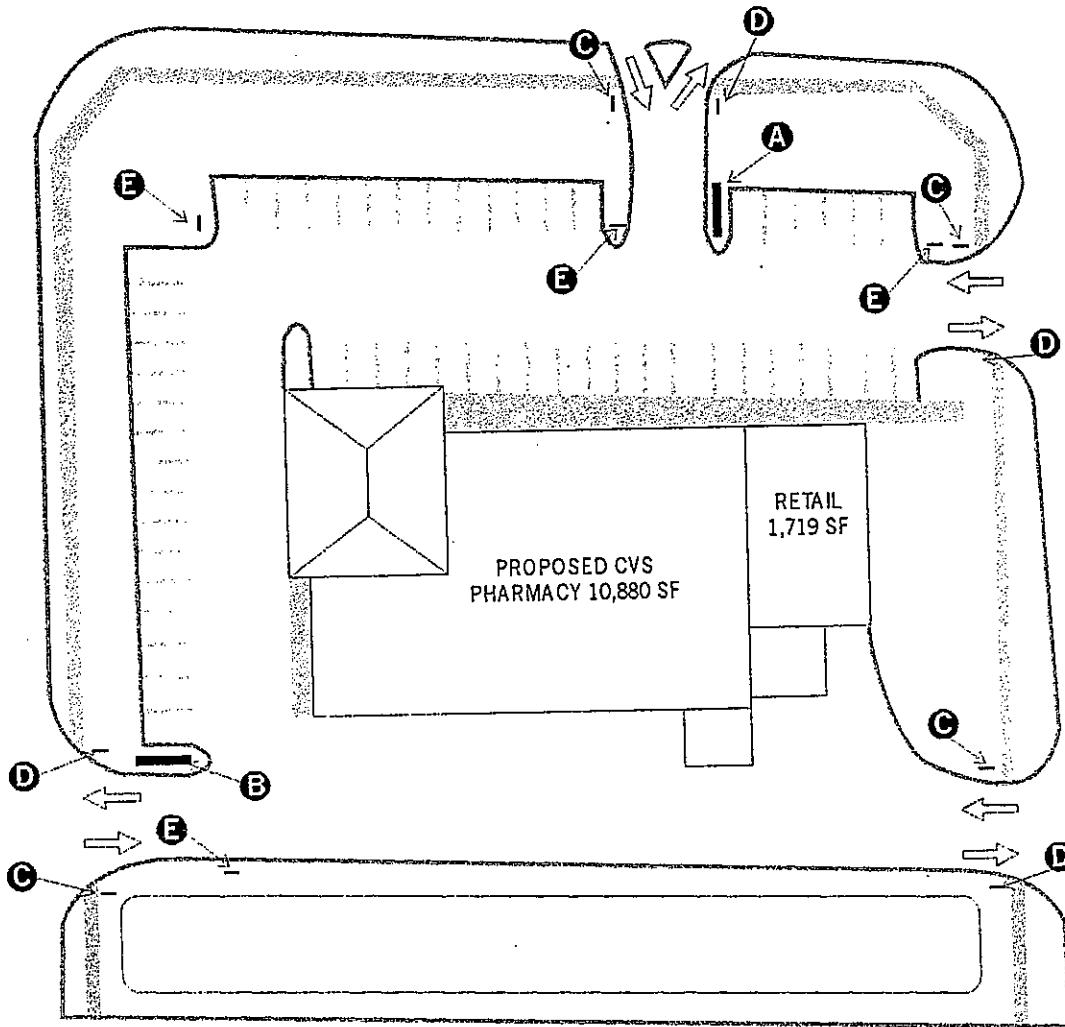
- Graphics: Screen printed to match 220-13 Tomato Red.
- Panel: .063 painted aluminum.
- Top and bottom moldings: Painted acrylic.
- Fasteners: Stainless steel threaded studs in top and bottom moldings.



ROOSEVELT ROAD

MEYERS ROAD

CHURCH AVE



- A** PYLON SIGN - 15'-0" SETBACK
- B** MONUMENT SIGN - 15'-0" SETBACK
- C** ENTER DIRECTIONAL
- D** EXIT DIRECTIONAL
- E** DRIVE-THRU PHARMACY DIR
- F** DO NOT ENTER

COLLINS SIGNS

4255 Napier Field Road
Dothan, Alabama 36303
334.983-8000 Telephone

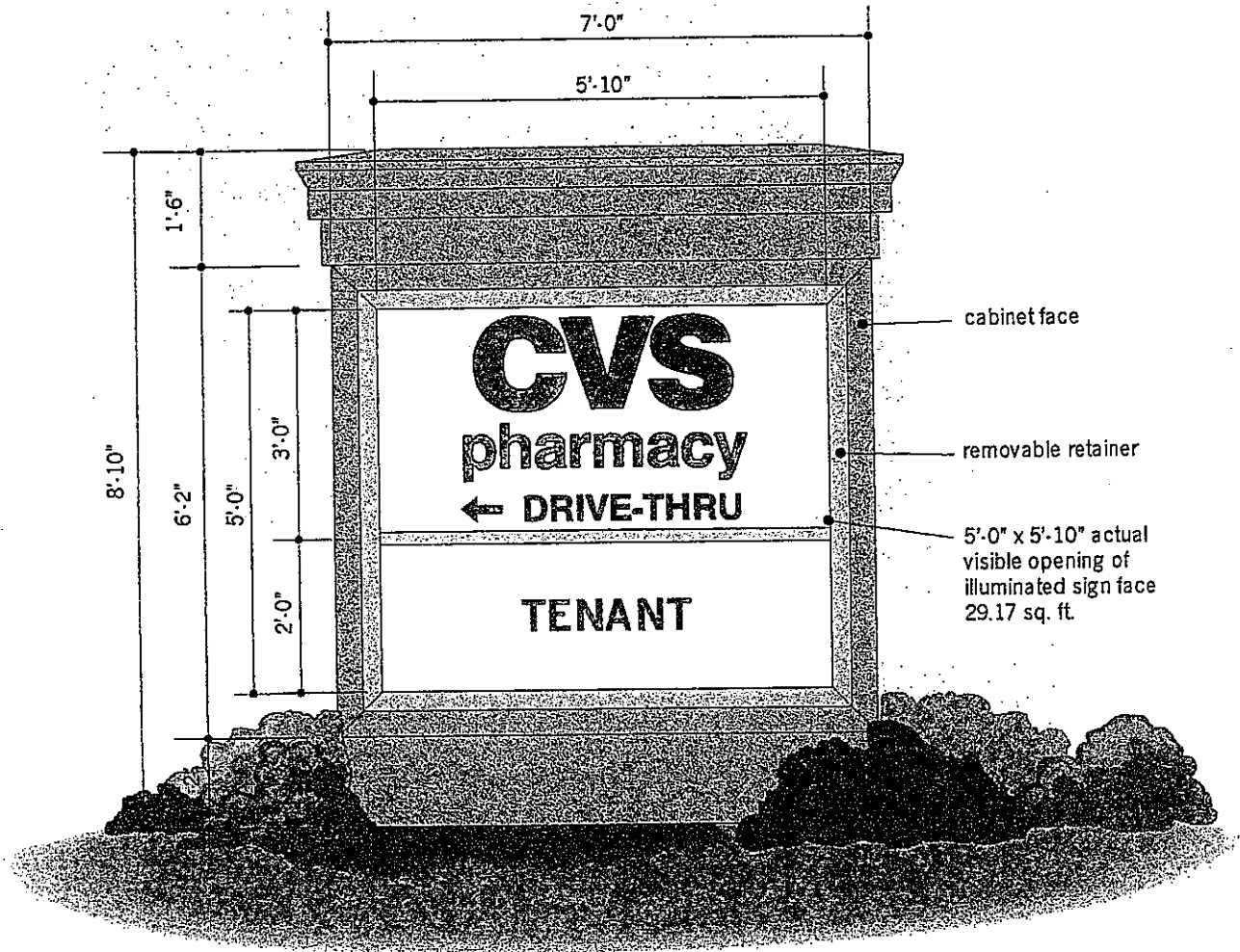


Roosevelt & Meyers Road
(DuPage County)
Lombard, IL

1601.CDR AAA
Created: 11/21/2000

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COLLINS SIGNS



4255 Napier Field Road
Dothan, Alabama 36303
334.983-8000 Telephone



Roosevelt & Meyers Road
(DuPage County)
Lombard, IL

1001.CDR AAA
Created: 11/21/2000

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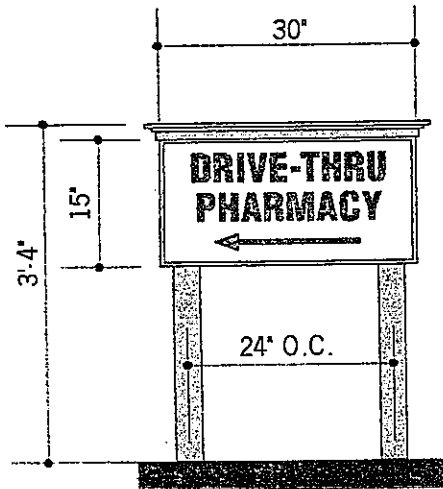
SECONDARY SIGNAGE

Directional Signs

DOUBLE FACED

NON-ILLUMINATED

SQUARE FOOTAGE: 3.12



Use safely direct customers into and out of store property. These are aluminum, non-illuminated signs with reflective backgrounds and graphics.

COLORS

- Copy and arrow: Reflective Red.
- Background: Reflective white.
- All other: Seawolf Grey.

- Copy and arrow: Red acrylic lacquer screen printed on Scotchlite reflective white vinyl background.
- Background: Scotchlite reflective white vinyl.
- Top molding: Painted acrylic.
- Face Panel: .063 painted aluminum.
- Posts: 2" x 3" painted aluminum tube, direct burial.

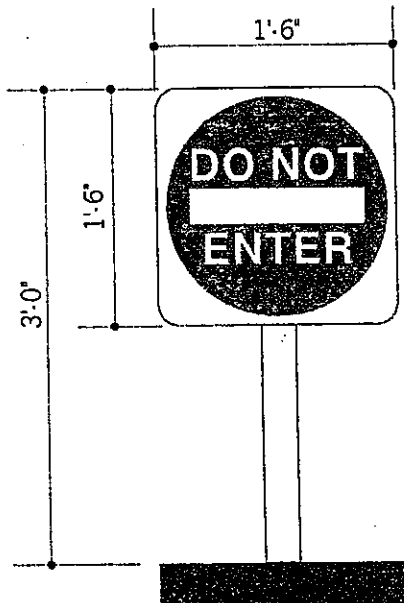


SECONDARY SIGNAGE

Do Not Enter Sign

NON-ILLUMINATED

SQUARE FOOTAGE: 2.25



This non-illuminated sign warns motorists from one direction and thanks them from the other. Reflective background and graphics make this sign stand out when met by automobile headlights.

COLORS

- Copy and arrow: Reflective Red.
- Background: Reflective white.
- Posts: Colonial White.

MATERIALS

- Copy and arrow: Red acrylic lacquer screen printed on Scotchlite reflective white vinyl background.
- Background: Scotchlite reflective white vinyl.
- Posts: 2" x 3" painted aluminum tube, direct burial.

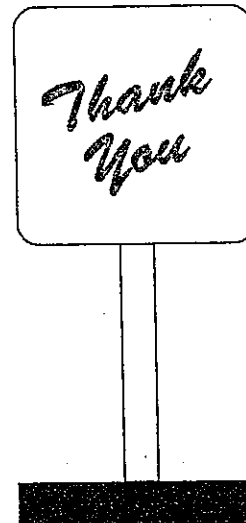


EXHIBIT F

ENGINEERING PLANS



THE SIGN CRON CONSULTANTS, INC.
 1000 W. 10th St., Suite 100
 Oklahoma City, Oklahoma 73106
 Phone: (405) 521-1111
 Fax: (405) 521-1112

CV
phart
 NORTHWEST
 STORE NORTH
 ROBERTS ROAD &
 UNIVERSITY

DEVELOPER:
 THESE PLANS
 WERE PREPARED
 FOR THE
 PROJECT
 BY THE
 ARCHITECT
 AND ENGINEER
 IN CONNECTION
 WITH THE
 CONSTRUCTION
 OF THE
 PROJECT
 AND THE
 SIGNAGE
 THEREON.

DATE:
 10/15/08
SCALE:
 AS SHOWN
PROJECT NO.:
 08-001

PROJECT:
 STORE NORTH
 ROBERTS ROAD &
 UNIVERSITY

OWNER:
 STORE NORTH
 ROBERTS ROAD &
 UNIVERSITY

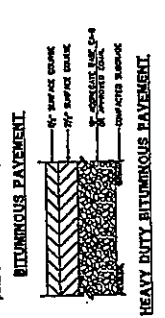
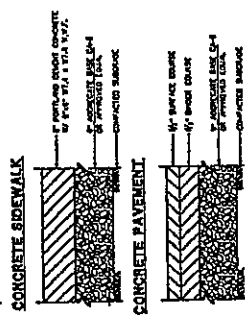
DESIGNER:
 THE SIGN CRON
 CONSULTANTS, INC.

DATE:
 10/15/08
SCALE:
 AS SHOWN

PROJECT:
 STORE NORTH
 ROBERTS ROAD &
 UNIVERSITY

OWNER:
 STORE NORTH
 ROBERTS ROAD &
 UNIVERSITY

DESIGNER:
 THE SIGN CRON
 CONSULTANTS, INC.

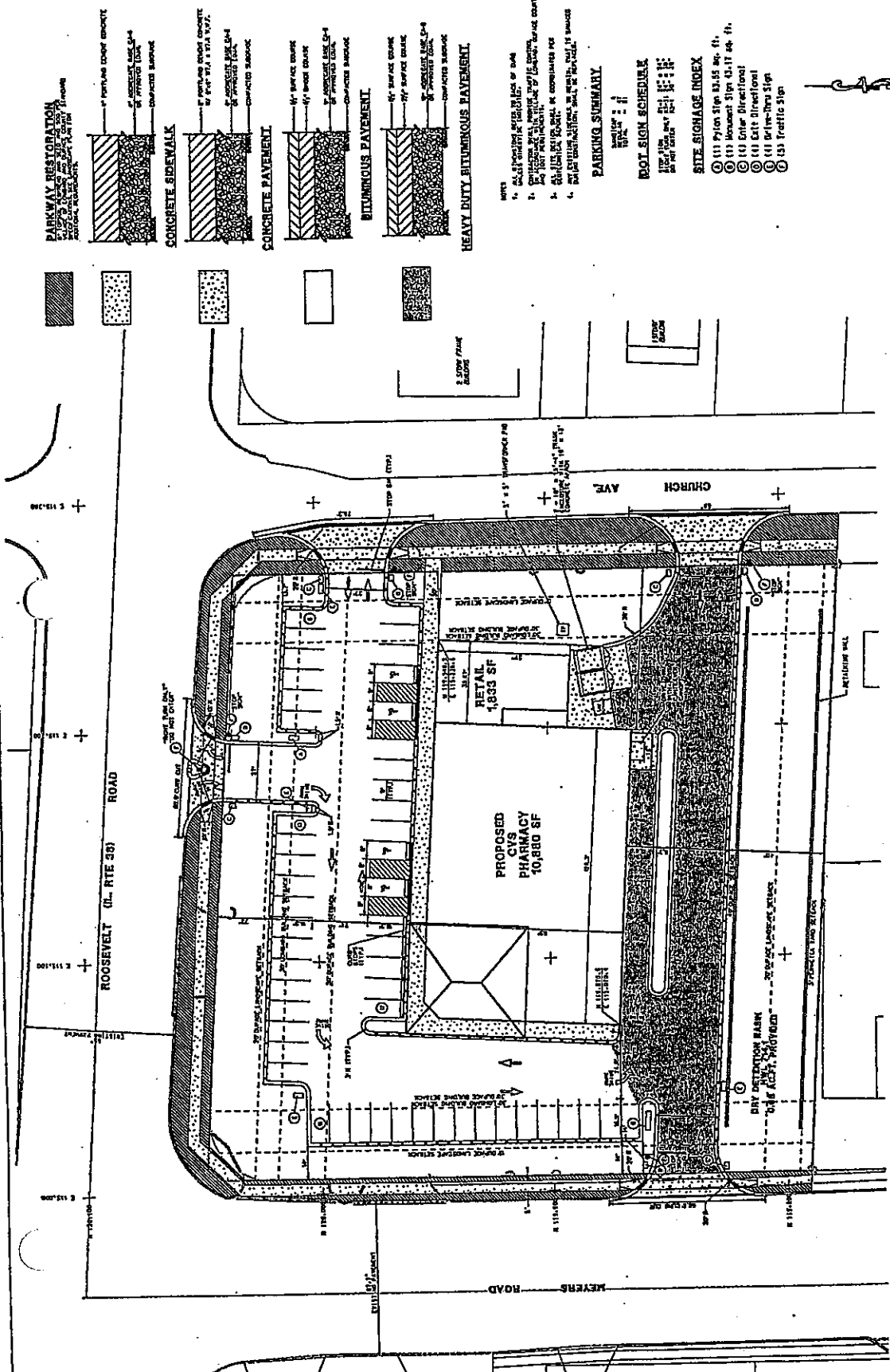


NOTES:
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

PARKING SUMMARY:
 TOTAL SPACES: 40
 TOTAL SPACES: 40

POST SIGN SCHEDULE:
 1. 111 Pylon Sign 12.55 sq. ft.
 2. 111 Monument Sign 43.17 sq. ft.
 3. 111 Exit Directional
 4. 111 Drive-Thru Sign
 5. 111 Traffic Sign

SITE SIGNAGE INDEX:
 1. 111 Pylon Sign 12.55 sq. ft.
 2. 111 Monument Sign 43.17 sq. ft.
 3. 111 Exit Directional
 4. 111 Drive-Thru Sign
 5. 111 Traffic Sign



BUILDING SIGNS		FREESTANDING SIGNS	
CONCRETE SIGN - 10' X 10' X 1.5"	10	CONCRETE SIGN - 10' X 10' X 1.5"	10
ALUMINUM SIGN - 10' X 10' X 1.5"	10	ALUMINUM SIGN - 10' X 10' X 1.5"	10
WOOD SIGN - 10' X 10' X 1.5"	10	WOOD SIGN - 10' X 10' X 1.5"	10
TOTAL SIGNS	30	TOTAL SIGNS	30
TOTAL SQ. FT. ALLOWED	300	TOTAL SQ. FT. ALLOWED	300
TOTAL SQ. FT. USED	300	TOTAL SQ. FT. USED	300

EXHIBIT G

PERMITTED VARIATIONS AND DEVIATIONS

1. Increase the maximum permitted area of wall signs to one hundred thirty-six (136) square feet on the west wall facing Meyers Road (from 85 square feet permitted) and on the north wall facing Roosevelt Road (from 100 square feet permitted).
2. Reduce the minimum setback for a freestanding sign adjacent to Meyers Road from 75 feet down to 65 feet from the centerline of Meyers Road.

EXHIBIT H

EXTERIOR ELEVATIONS

C

C

C