

When recorded return to:
Darrel E. Davis Jr.
Wal-Mart Stores Inc.
2001 S.E. 10th St. Dept 9385
Bentonville, AR. 72716-0550

UTILITY EASEMENT AGREEMENT

THE EASEMENT AGREEMENT (this "Agreement") dated July 12, 2001, is between **WAL-MART REAL ESTATE BUSINESS TRUST** a Delaware business trust with address at 702 S.W. 8th Street Bentonville, Arkansas 72716 and mailing addresses of Sam M. Walton Development Complex 2001 S.E. 10th Street Bentonville, Arkansas 72716 Attn: Realty Management ("Grantor") and **SYSTEM CAPITAL REAL PROPERTY CORPORATION**, a Delaware corporation address is One McDonald's Plaza, Oak Brook, Illinois 60523, Attention: Director, U.S. Legal Department-091, L/C: 001-0421("Grantee"). The following statements are a material part of this Agreement:

WHEREAS, Grantor is the owner of a tract of land depicted as Parcel 1 on Exhibit A, attached;

WHEREAS, Grantee is the purchaser of a tract of land depicted as Parcel 2 on Exhibit A, attached;

WHEREAS, Grantor wishes to grant, and Grantee wishes to receive, easements over, under and across Parcel 1 for Storm Water Drainage and Sanitary Sewer only.

THEREFORE, in consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Grantor grants to Grantee perpetual, non-exclusive right, privilege and easement for the benefit of the Grantee to tie into, use, maintain, replace and repair the existing storm water drainage and sanitary sewer lines collectively, the ("Utility System"), as such utility lines exist from time to time. as depicted in Exhibit B.
2. Grantee must perform all of the initial work and bear all of the initial cost to tie into, or otherwise utilize, existing Utility System.
3. After the initial work, Grantee shall maintain and keep in good repair the portion of any Utility System benefiting Parcel 2 located: (i) on Parcel 2; and (ii) on any portion of Parcel 1 to the extent such portion of the Utility System serves Parcel 2 exclusively and shall restore at its sole cost expense the surface and improvements disturbed in connection with the construction, installation, maintenance or repair of such Utility System to a condition equal or better than the condition which existed prior to its commencement of such work. Any owner of any Parcel whose negligence or intentional conduct causes the need for repair or maintenance of the Utility System shall promptly cause such repair or maintenance to be made at its own expense.
4. Each owner of each Parcel shall have the right, at its sole cost and expense, to relocate, alter or change all or any portion of the Utility System located on its Parcel, provided (i) that such relocation, alteration or change does not result in any interruption of service or use and: (ii) such relocation, alteration or change is completed so as to minimize interference to the owners and occupants of the other parcels.

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5. Each owner of each Parcel shall have the right to use the surface of its Parcel over all or any part of the underground Utility System to the extent such use does not unreasonably interfere with the underground Utility System.
6. Any maintenance and repair of any portion of the Utility System located on a Parcel owned by another or any change, alteration or relocation of any portion of the Utility System servicing another Parcel or Parcels shall be performed only after five (5) days notice to the owner of such Parcel on which such activity is required (except in an emergency, when the work may be initiated with reasonable notice), shall be done after normal business hours whenever possible, and otherwise shall be performed in such a manner as to cause as little disturbance in the use of such Parcel as is practicable under the circumstances.
7. The rights contained in this Agreement shall run with the land and inure to, and be for the benefit of, Grantor and Grantee, their successors and assigns, and the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such parties.
8. Grantee shall indemnify and hold harmless Wal-Mart from any damages or liability to persons or property that might arise directly from the use of the Utility System by Grantee, its customers, suppliers, employees, and tenants or anyone else using the Utility System. Grantee further agrees that Grantee will at all times during the duration of this easement maintain and pay for comprehensive general liability insurance affording protection to Grantor and Grantee naming Wal-Mart as an additional insured on the policy or policies for a combined bodily injury and property damage limit of liability not less than \$2,000,000.00 for each occurrence. Grantee further agrees, upon request to deliver to Grantor a certificate or certificates from an insurance company or insurance companies satisfactory to Grantor evidencing the existence of such insurance and naming Wal-Mart as an additional insured. Notwithstanding any provision in this Agreement to the contrary, Grantee, or McDonald's corporation as tenant, may self insure for all of the insurance coverage's required in this Agreement to the extent that it is not prohibited by law from doing so as long as net worth is over one hundred million dollars.
9. This Agreement may be executed in one or more counterparts (including by facsimile), all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

To indicate their consent to this Agreement, Grantor and Grantee, or their authorized officers or representatives, have signed this document.

GRANTOR: WAL-MART REAL
REAL ESTATE BUSINESS TRUST


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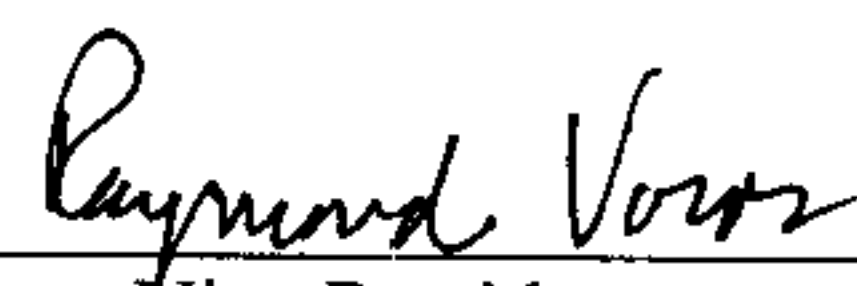
ATTEST:

By: 


WITNESS:



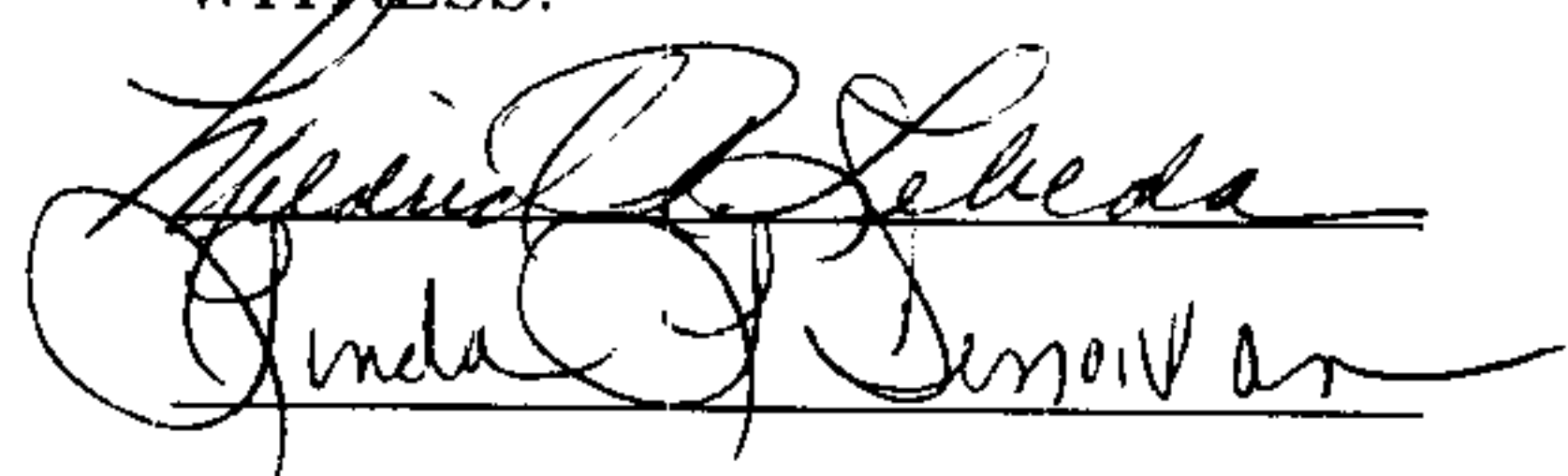
GRANTEE: SYSTEM CAPITAL
PROPERTY CORPORATION

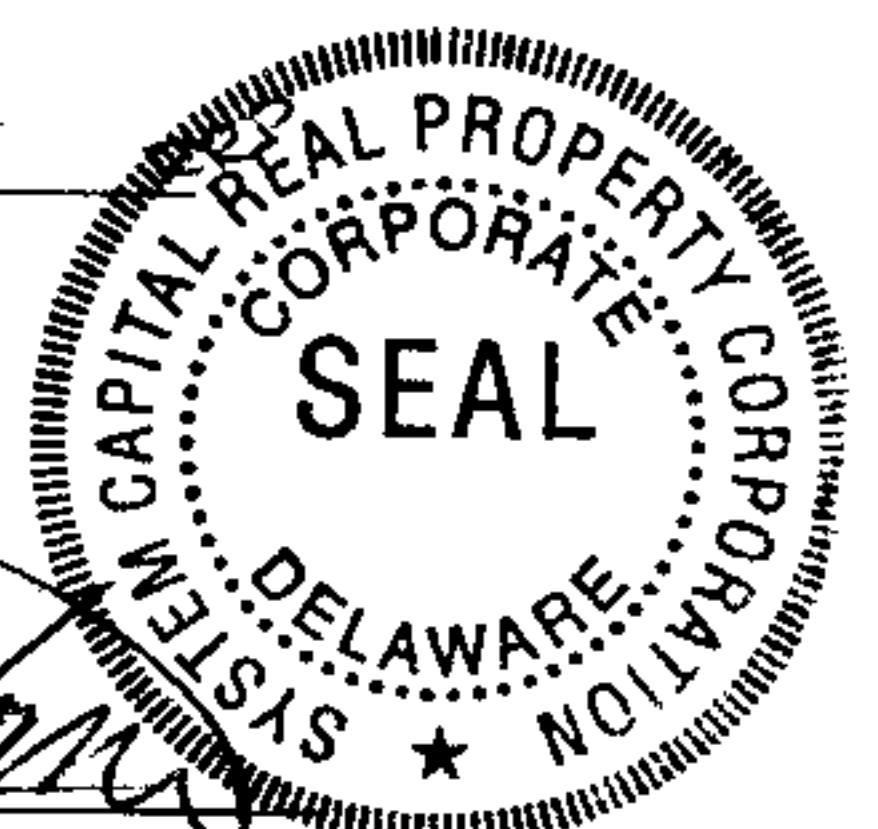

Vice President

ATTEST:

By: 
Assistant Secretary

WITNESS:

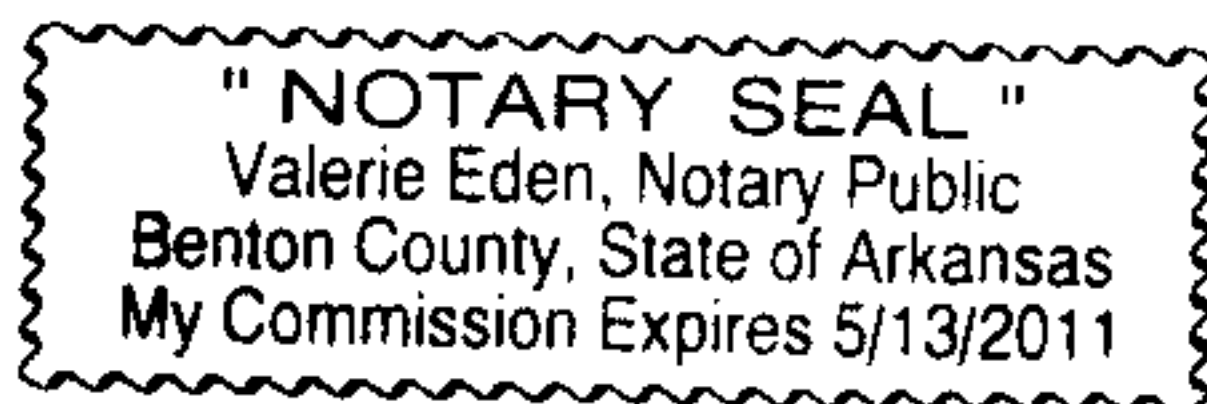




STATE OF ARKANSAS))SS
COUNTY OF BENTON)

On this 9th day of July, 2001 before me personally appeared Carl Ownby + Michael Kersting, to me known to be the persons described in and who executed the foregoing instrument and acknowledges that they executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Benton County, on the day and year first above written.



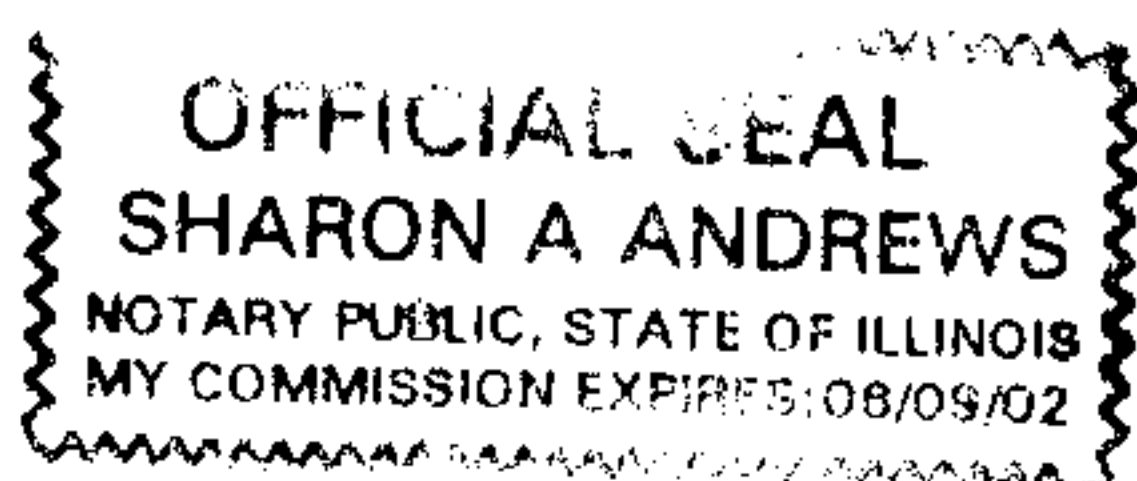
Valerie Eden
Notary Public

My Commission expires: 5-13-11

STATE OF ILLINOIS)
COUNTY OF COOK)SS

On this 12th day of July, 2001 before me personally appeared Raymond Voros, to me known to be the persons described in and who executed the foregoing instrument and acknowledges that they executed the same as his free act and deed.

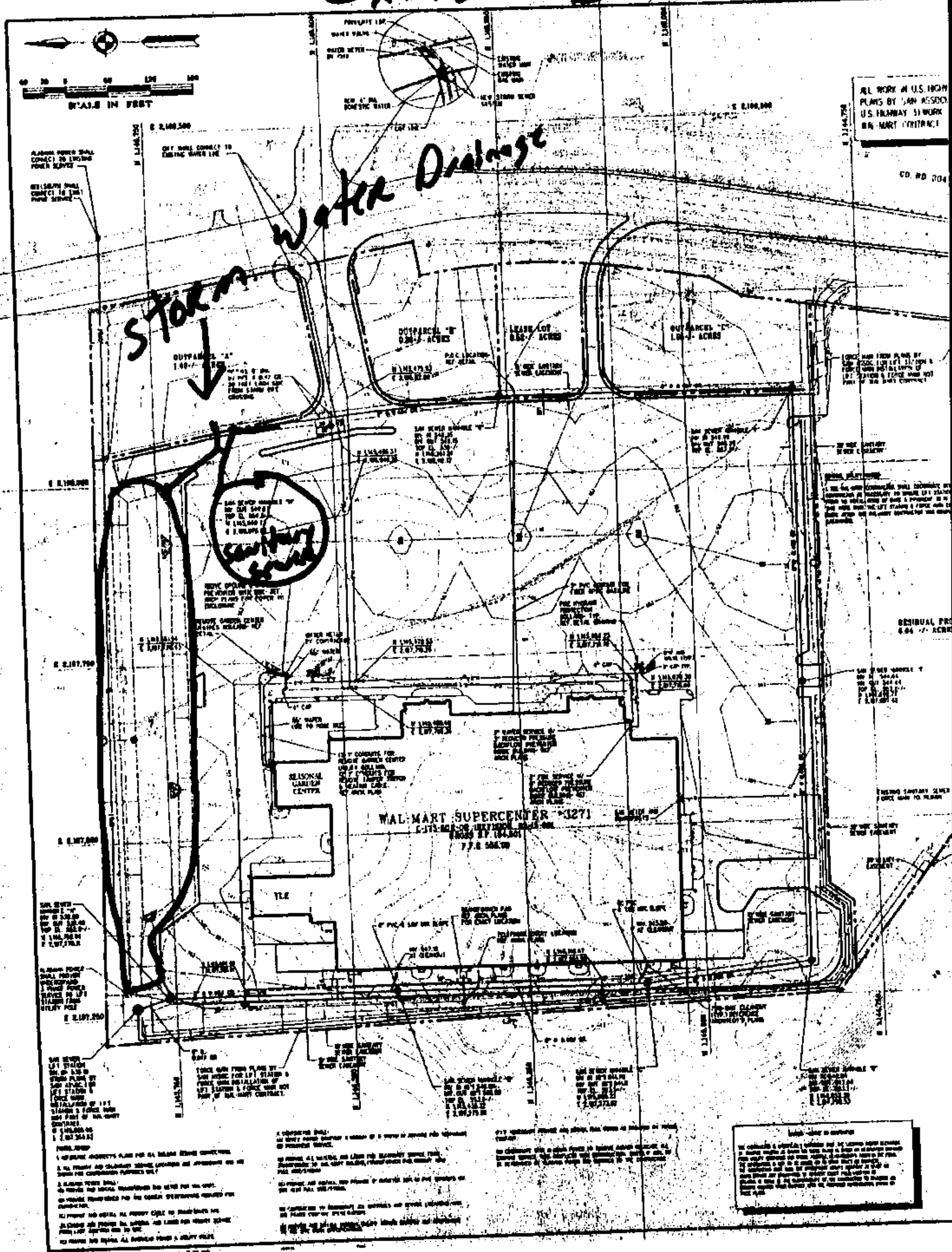
In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Cook county, on the day and year first above written.



Charles A. Anderson
Notary Public

My Commission expires: June 9, 2002

Exhibit B



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SHELBY COUNTY JUDGE OF PROBATE

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