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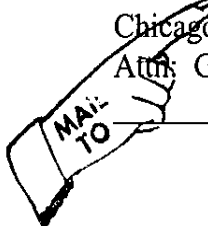
PINS:
07-12-400-052
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2002-05-22 11:39:42
Cook County Recorder 33.50

After Recording Mail to:

PIPER RUDNICK
203 North LaSalle Street
Chicago, IL 60601
Attn: Grace Poe, Esq.



Lot 4A Parking Easement Agreement Windy Point of Schaumburg

This Parking Easement Agreement ("Agreement") is made as of the 21st day of May, 2002, by and between **Wells Operating Partnership, L.P.**, a Delaware limited partnership ("Wells") and **Windy Point of Schaumburg II, LLC**, a Delaware liability company ("Lot 4A Owner"). Wells and Lot 4A Owner are hereinafter sometimes referred to individually as a "Party" and collectively as "Parties".

RECITALS

*near north north
Htu Corp
01012216 T.J.*

A. Wells is the owner of a 10.26-acre subdivided lot at 1500 McConnor Parkway in Schaumburg, Illinois which is improved with a seven story office building and paved surface parking area, and is legally described as:

Lot 1 in Windy Point of Schaumburg, being a subdivision of part of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded on February 9, 1999 as Document No. 99137488 [PIN 07-12-400-052],

and is hereinafter referred to as "Lot 1".

B. Lot 4A Owner is the owner of a 1.73-acre subdivided lot at approximately 1530 McConnor Parkway in Schaumburg, Illinois which is unimproved, and is legally described as:

Lot 4A in Windy Point of Schaumburg Unit 1, being a resubdivision of Lot 4 of Windy Point of Schaumburg in Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded on November 1, 1999 as Document No. 09026116 [PIN 07-12-400-055],

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and is hereinafter referred to as "Lot 4A".

C. Lot 4A is adjacent to and south of Lot 1.

D. Lot 1 and Lot 4A, and the owners thereof, are subject the Declaration of Covenants, Conditions, Restrictions, Reciprocal Rights and Easements for the Windy Point of Schaumburg development recorded as Document No. 99137489 (2/9/99), together with the First and Second Amendments thereto recorded as Document Nos. 99474175 (5/17/99) and 09025166 (11/1/99) respectively, hereinafter collectively referred to as the "Declaration".

E. Lot 4A Owner intends to develop Lot 4A for use as a restaurant.

F. Wells and Lot 4A Owner have agreed that, upon development of a restaurant on Lot 4A, Wells will permit and make available 20 parking spaces on Lot 1 in close proximity to Lot 4A for the non-exclusive use of restaurant customers.

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the adequacy of which is hereby acknowledged, Wells and Lot 4A Owner agree, covenant and grant as follows:

1. **Recitals.** The foregoing recitals are incorporated herein as though fully set forth in this Paragraph 1.

2. **Parking Space Use Easement.** Wells hereby grants a non-exclusive easement to Lot 4A Owner and its successors and assigns in title to Lot 4A, and to their tenants, customers and invitees, to use the 20 Lot 1 parking spaces identified on Exhibit A hereto for parking of motor vehicles while utilizing any restaurant operating on Lot 4A, the use of such parking spaces to be in common with Wells and its successors and assigns in title to Lot 1, and to their tenants, customers and invitees and any other parties having the right to use such parking spaces under the Declaration. This easement shall be in effect only when a restaurant is operating on Lot 4A, and provided that such restaurant is not a prohibited restaurant. For purposes of this Agreement, a "prohibited restaurant" shall mean any restaurant which serves alcoholic beverages for on-premises consumption and liquor, wine and other alcoholic beverage sales represent forty percent (40%) or more of the gross revenues of such restaurant.

3. **Time Limit on Parking.** The grant of easement made in Paragraph 2 of this Agreement is contingent upon the owner or operator of the restaurant on Lot 4A posting a sign at the front of each parking space identified on Exhibit A hereto which states: **OFFICE VISITOR OR RESTAURANT PARKING 90 MIN.** The method of posting and the size and graphics of such signs shall be subject to the reasonable prior written approval of the then owner of Lot 1. Such signs shall not be posted prior to the commencement of the operation of a restaurant on Lot 4A and may be removed or altered by the owner of Lot 1 whenever the easement granted in Paragraph 2 of this Agreement shall not be in effect.

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4. **Development and Use of Lot 4A.** All improvements now or hereafter constructed on Lot 4A shall be developed, constructed, occupied, used and maintained in accordance with the Declaration, and all applicable governmental laws, codes, ordinances, rules, regulations and requirements, including the land use, zoning and building ordinances and codes of the Village of Schaumburg, Illinois. Without limiting the foregoing, the improvements to be constructed on Lot 4A shall include on-site surface parking as required by the Village of Schaumburg. Lot 4A shall not be developed or used at any time for the operation of a prohibited restaurant, nor shall any restaurant now or hereafter developed and operated on Lot 4A engage in the sale of alcoholic beverages for off-premises consumption.

5. **Rights Under Declaration.** The easement, covenants and restrictions granted and made herein are in addition to all easements, rights and obligations granted and stated in the Declaration, provided that Wells and its successors and assigns in title to Lot 1 shall not exercise their authority under Section 10.01(b) of the Declaration (as amended in the Second Amendment thereto) to designate the parking spaces identified on Exhibit A hereto for the exclusive use of occupants of Lot 1 or Lot 2 at any time that the easement granted in Paragraph 2 of this Agreement shall be in effect.

6. **Binding Effect.** The easement granted in Paragraph 2 of this Agreement shall be appurtenant to Lot 4A, and the restriction granted in Paragraph 4 shall be for the benefit of Lot 1 and that certain subdivided lot at 1600 McComer Parkway in Schaumburg, Illinois which is improved with an eleven story office building and paved surface parking area and parking garage, and is legally described as Lot 2 in Windy Point of Schaumburg, being a subdivision of part of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded on February 9, 1999 as Document No. 99137488 ("Lot 2"). The easement and covenants granted and made in this Agreement shall remain in effect so long as Lot 1, Lot 2 and Lot 4A are within a business classification under the zoning regulations of the Village of Schaumburg. The terms of this Agreement and all easements and restrictions granted hereunder shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors-in-title and assigns to Lot 1, Lot 2 and Lot 4A.

7. **Enforcement.** The easement, covenants and restriction granted and made in this Agreement may be enforced by action at law or suit in equity by any owner from time to time of Lot 1 or Lot 4A, provided that at least thirty (30) days notice must be given to the person alleged to be in breach before any action or suit is filed. Without limitation of any other right or remedy, any breach or default hereunder shall be enforceable by injunctive relief. Any such action or suit shall be initiated in the Circuit Court for Cook County, Illinois. Enforcement of this Agreement shall be subject to the laws of the State of Illinois.

[SIGNATURES BEGIN ON NEXT PAGE]


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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WELLS:

WELLS OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership

By: Wells Real Estate Investment Trust, Inc., a
Maryland corporation, general partner

By: 
Name: Douglas P. Williams
Title: Executive Vice President

(CORPORATE SEAL)

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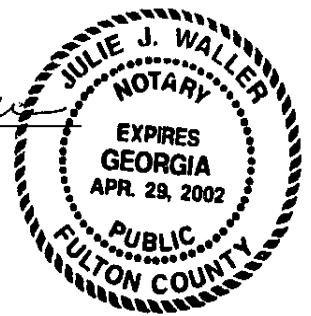
NOTARY CERTIFICATES

State of Georgia)
) SS
 County of Fulton)

The undersigned, a Notary Public in and for said county and state, does hereby certify that Douglas P. Williams, as Exec. V.P. of Wells Real Estate Investment Trust, Inc., which is the general partner of Wells Operating Partnership, L.P., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer, appeared before me this day and acknowledged the he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein stated.

Given under my hand and notarial seal this 28th day of December, 2001.

Julie J. Waller
 Notary Public



State of Illinois)
) SS
 County of Cook)

The undersigned, a Notary Public in and for said county and state, does hereby certify that _____, as _____ of _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day and acknowledged the he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein stated.

Given under my hand and notarial seal this ___ day of _____, 2002.

 Notary Public

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LOT 4A OWNER:

WINDY POINT OF SCHAUMBURG II, LLC,
a Delaware liability company

By: FRC Windy Point II L.L.C., an Illinois limited
liability company, its Manager

By:  _____

Name: _____

Title: _____

Property of Cook County Clerk's Office

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NOTARY CERTIFICATES

State of Georgia)
) SS
County of Fulton)

The undersigned, a Notary Public in and for said county and state, does hereby certify that _____, as _____ of Wells Real Estate Investment Trust, Inc., which is the general partner of Wells Operating Partnership, L.P., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day and acknowledged the he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein stated.

Given under my hand and notarial seal this ____ day of December, 2001.

Notary Public

State of Illinois)
) SS
County of Cook)

The undersigned, a Notary Public in and for said county and state, does hereby certify that Steven D. Fifield, as Manager of FRC Windy Point II L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day and acknowledged the he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein stated.

Given under my hand and notarial seal this 8th day of May, 2002.

Kathryn A. Hutcheson
Notary Public



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