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PROJECT: 5142X
 DATE: 05/13/2000
 SURVEYOR: JAG/DT
 DRAWN BY: WDR/BJB

INTERMOUNTAIN PROFESSIONAL SERVICES, INC.
 5801 OSAGE AVE W/ CHEYENNE, WYOMING 82009 PHONE (307) 637-5128

PROJECT: FINAL PLAN
 DELL RANGE MARKETPLACE
 2ND FILING

Sheet 7 of 7

LAND DESCRIPTION
 A certain portion of the S.W. 1/4 of Section 25, T.17 N., R.56 W., M. 5 P.M., as shown on the plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117.

NOTES
 1. The area shown on this plan is the same as that shown on the plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117.
 2. The area shown on this plan is the same as that shown on the plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117.
 3. The area shown on this plan is the same as that shown on the plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117.
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 9. The area shown on this plan is the same as that shown on the plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117.
 10. The area shown on this plan is the same as that shown on the plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117.

STATEMENT OF SURVEYOR
 I, the undersigned, being a duly licensed and sworn Surveyor of the State of Wyoming, do hereby certify that the foregoing is a true and correct copy of the original plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117, and that the same is a true and correct copy of the original plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117.

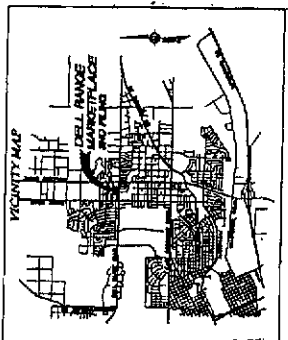


REPLAT STATEMENT
 This replat was prepared by the undersigned Surveyor, JAG/DT, on the basis of the original plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117, and that the same is a true and correct copy of the original plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117.

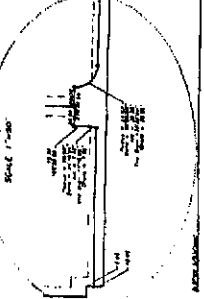
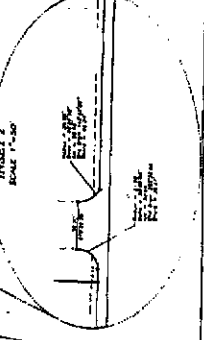
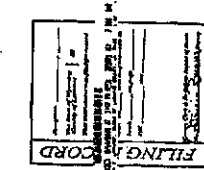
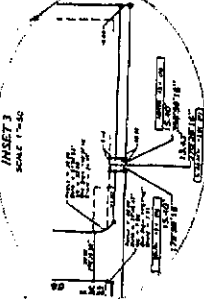
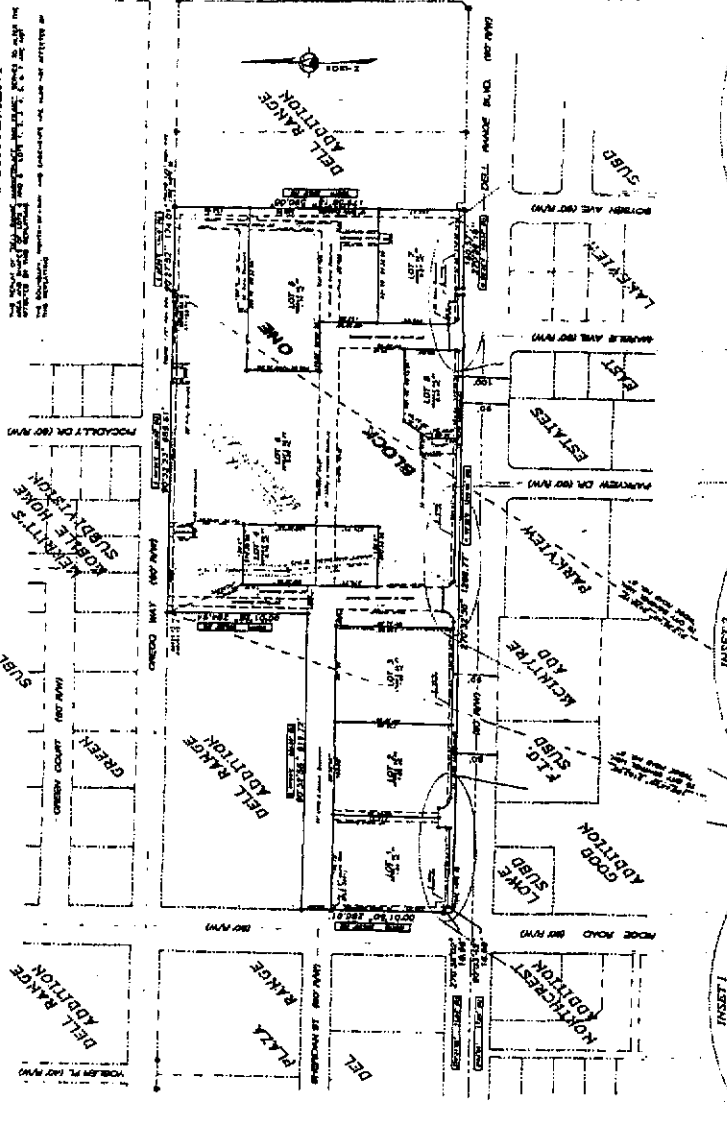
DEDICATION
 The undersigned, being a duly licensed and sworn Surveyor of the State of Wyoming, do hereby dedicate to the public use of the State of Wyoming the following described land, to-wit: the land described in the foregoing plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117, and that the same is a true and correct copy of the original plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117.

ACKNOWLEDGEMENT
 I, the undersigned, being a duly licensed and sworn Surveyor of the State of Wyoming, do hereby acknowledge the foregoing dedication of the land described in the foregoing plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117, and that the same is a true and correct copy of the original plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117.

APPROVALS
 I, the undersigned, being a duly licensed and sworn Surveyor of the State of Wyoming, do hereby approve the foregoing dedication of the land described in the foregoing plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117, and that the same is a true and correct copy of the original plat of the Dell Range Addition, Cheyenne, Wyoming, recorded in the public records of the State of Wyoming, Book 11, Page 117.



**DELL RANGE MARKETPLACE
 2ND FILING**
 BEING A REPLAT OF
 ALL OF THE LAND SHOWN ON THE
 ORIGINAL PLAT OF THE
 DELL RANGE ADDITION, CHEYENNE, WYOMING,
 RECORDED IN THE PUBLIC RECORDS OF THE
 STATE OF WYOMING, BOOK 11, PAGE 117, AS SHOWN
 ON THE VICINITY MAP ATTACHED HERETO.



Building Area: Any area of Lots 1-8 improved with building improvements now or in the future, any area of Lots 1, 2, 3, 7 or 8 containing outdoor dining areas, retail or service areas under a canopy or roof, and drive-up and drive-through areas.

CAMA: The Agreement for Operation and Maintenance for Common Areas for Dell Range Marketplace recorded immediately after this Declaration.

Center Access/Utility Common Area: Those access areas shown on Exhibit B and the Final Plat as "utility and access easement" lanes. The area shall include any curbs within that area to back of curb.

Common Area: All areas of the Shopping Center not designated as Building Area. For maintenance purposes the Common Area is defined to comprise the "Center Access/Utility Common Areas", the "Anchor/Shops Common Area" and the "Drainage/Detention Common Areas" as more fully defined in the CAMA as well as general Common Area on each Lot.

Drainage/Detention Common Area: Those facilities in the Shopping Center utilized for the flow, transmittal, control, discharge or detention of stormwater from more than one Lot in the Shopping Center and detention ponds located in the northerly portion of Lot 6 that accept drainage from the property to the north.

Kings: Dillon Companies, Inc., a Kansas corporation, d/b/a King Soopers, Inc. ("Dillon") and any of the following who acquire a leasehold, license or fee ownership in any portion of the Shopping Center: any entity controlled by or under common control with Dillon; any parent entity or subsidiary entity of Dillon; any resulting company after merger with Dillon; any successor of Dillon resulting from reorganization or acquisition of a substantial portion of Dillon's assets; any assignee or transferee of Dillon (including a mortgagee exercising its rights under foreclosure) who at the time of assignment or transfer acquires one or more of Dillon's leaseholds, fee ownerships or businesses being operated in the Shopping Center.

Maintenance Director: The person or entity responsible for certain maintenance obligations as provided for in the CAMA. Initially the Declarant (Developing Party under the CAMA) is the Maintenance Director, subject to removal or resignation as provided for in Article V of the CAMA.

**ARTICLE II
EASEMENTS**

SECTION 2.1 (A) Declarant hereby establishes a non-exclusive easement over the portion of the Common Area defined as the Center Access/Utility Common Areas in favor of each Lot to permit unobstructed pedestrian and vehicular passage by the owner thereof and its agents, contractors, employees, tenants, licensees and invitees.

(B) Parking on that portion of the Common Area located on Lots 1, 2, 3 and 7 is reserved exclusively for the owner and tenants of the Lot on which such portion of the Common Area is located and their respective contractors, agents, employees, licensees and invitees. Declarant hereby grants reciprocal non-exclusive easements for pedestrian and vehicular ingress and egress and for parking over and across Lots 4, 5, 6 and 8 in that portion of the Common Area defined as Anchor/Shops Common Area that may now or in the future be designated entryways, access lanes and parking areas in favor of the owners of Lots 4, 5, 6 and 8 and their respective agents, employees, tenants, licensees and invitees. Except as provided for in the preceding sentence, no easement or license, express or implied, is granted or shall be deemed or construed to be granted by this Declaration for parking on any Lot for the benefit of any other Lot, and any such easement or license is expressly denied. Declarant, Kings (as a beneficiary of this Declaration) and the owner of Lot 1, if they will impact the occupant of Lot 1 then may promulgate, and all Lot owners shall adhere to commercially reasonable rules and regulations promoting the general benefit of the Shopping Center as a unified retail development. Nothing herein shall prevent the Lot 6 owner or its tenants or licensees from storing bascars or selling merchandise on the Common Area portion of Lot 6 and further provided that nothing herein shall prevent the exclusive use of any receiving area situated on a servient Lot by the owner thereof or its tenants or licensees.

SECTION 2.2 Declarant hereby establishes non-exclusive easements over the Access/Utility Common Area and the Common Area between any Lot line and the Access/Utility Common Area in favor of each Lot to permit the construction, maintenance and use of all apparatus necessary to provide utility services to a Lot, including telephone, electricity, water, natural gas and storm and sanitary sewers, provided that same, with exception of stormwater collection facilities, are constructed underground. Any disruption or demolition of a servient Lot by reason of the use of this easement shall be subject to the provisions of Section 2.6 below, shall to the extent commercially reasonable be done in a fashion that limits its impact on the business operation of the servient lot and shall be kept to a minimum which shall not exceed one (1) day in duration except during the period when the Shopping Center is initially constructed, unless such disruption or demolition cannot be reasonably completed within such one (1) day period, in which event the period will be extended to such time period as reasonably is required and such area forthwith shall be restored as quickly as possible by the dominant Lot owner to its original condition at no expense to the servient Lot owner.

SECTION 2.3 Declarant hereby establishes a non-exclusive easement over each Lot in favor of the other Lots to permit the flow, transmittal, control, discharge or detention of stormwater over

the Drainage/Detention Common Area as such is constructed in the Shopping Center consistent with Declarant's Master Drainage Plan for the Shopping Center.

SECTION 2.4 Declarant hereby establishes an exclusive easement over Lots 2, 3, 7 and 8 in favor of the owner of Lot 6 and Kings to permit the construction, use and maintenance of signs for the Shopping Center, including any electrical lines required to illuminate such signs, provided that all lines are constructed underground. The sign locations are designated on the Site Plan. All Shopping Center signs shall be constructed and maintained in compliance with applicable laws and regulations.

SECTION 2.5 Declarant hereby reserves for itself and establishes, grants, and conveys a non-exclusive temporary easement over Lots 4 and 5 personal to Kings and any affiliate of Kings for the construction of improvements, including, but not limited to, utilities, parking and driveway areas, and all other activities related or incidental to the development and construction of the building to be occupied by Kings on Lot 6 of the Shopping Center. This easement shall terminate upon completion of the building and the Shopping Center.

SECTION 2.6 Any owner of a dominant Lot who desires to use the easements set forth in Article II herein, shall provide the owner of the servient Lot with written notice not less than ten (10) days prior to entry for such use (unless due to emergency circumstances in which event telephonic or facsimile notice) a copy of the plans and specifications for the improvements contemplated to be installed or constructed on such servient Lot and a proposed construction schedule. The owner of the dominant Lot covenants not to commence construction of such improvements without the written consent of the owner of the servient Lot (and Kings if Lot 6 is the servient Lot), which consent shall not be unreasonably withheld, conditioned or delayed except that the owner of the servient Lot may condition such consent to require the owner of the dominant Lot to make reasonable accommodations in scheduling such work around the servient Lot occupant's business operations. The failure of the servient Lot owner to provide written notice of disapproval of the work or schedule within five (5) days of receipt of notice shall be deemed consent.

SECTION 2.7 The dominant Lot owner shall indemnify and save harmless the other Lot owners and their respective tenants and licensees from all claims, liens, damages and expenses, including reasonable attorneys' fees, arising out of its use of any of the easements established in this Article II.

SECTION 2.8 Nothing herein shall create a gift or dedication of any portion of the Shopping Center to the general public. Notwithstanding any other provision hereof to the contrary, each Lot owner periodically may restrict ingress and egress on its Lot in order to prevent a prescriptive easement from arising by continued public use of same. Any restriction on ingress or egress shall be limited to the minimum time period necessary to prevent the creation of a prescriptive easement and shall occur at such times as to have minimum effect on the construction or operation of the Shopping Center.

**ARTICLE III
MAINTENANCE & UPKEEP OF COMMON AREA**

The CAMA has been created to delineate the repair and maintenance responsibilities of all owners in the Shopping Center for their respective Lots(s).

**ARTICLE IV
LIABILITY INSURANCE**

SECTION 4.1 The owner of each Lot shall maintain comprehensive general liability insurance, including contractual liability coverage, naming the other owners and Kings as additional insureds and providing coverage with a combined bodily injury, death and property damage limit of Two Million Dollars (\$2,000,000) or more per occurrence. Upon written request, the owner of a Lot shall provide any other Lot owners and Kings with a certificate of insurance. Any insurance required to be maintained by a tenant of a Lot may be used to satisfy the owner of such Lot's obligations hereunder.

SECTION 4.2 Notwithstanding any provision in this Declaration to the contrary, the owner of any Lot may elect to self-insure for all of the insurance coverages required in this Declaration to the extent that it is not prohibited by law from doing so and so long as the Lot owner has a net worth, calculated in accordance with generally accepted accounting principles, consistently applied, of at least Fifty Million Dollars (\$50,000,000.00).

**ARTICLE V
DAMAGE OR DESTRUCTION**

SECTION 5.1 In the event that any part of the Common Area not a part of the Center Access/Utility Common Area, the Anchor/Shop Common Area or the Drainage/Detention Common Area is destroyed or damaged by fire, casualty or force majeure, the owner of the affected Lot, at its sole expense, forthwith shall clear and restore such area. The Maintenance Director shall be responsible for clearing and restoring the Center Access/Utility Common Area, the Anchor/Shop Common Area, and the Drainage/Detention Common Area if any of those areas are destroyed or damaged by fire, casualty or force majeure.

SECTION 5.2 In the event that any part of a building improvement on a Lot is damaged by fire, casualty or force majeure, the owner thereof shall not be obligated to restore same, provided that such owner, at its sole expense, forthwith shall raze the damaged structures, remove all debris, shall pave such area for parking in general conformity with the parking layout shown in the Site Plan and shall install adequate lighting and stormwater drainage. Any area restored in this manner

shall be maintained as though it were part of the Common Area until improved with building improvements, and shall be maintained at the sole cost and expense of the owner of such Lot.

SECTION 5.3 In the event that any part of the Common Area is condemned, the owner of the affected Lot, forthwith shall restore such area as much as practicable to provide the same approximate configuration and size of all utilities and drainage improvements benefitting other Lots and driveways and walkways to adjacent Lots existing prior to the condemnation. Any award on account of a condemnation of the Common Area first shall be used in the restoration of same, and any claim to the award made by a Lot owner or its tenant or licensee hereunder shall be expressly subject and subordinate to its use in such restoration. In the event the award in condemnation is not sufficient to restore all utilities and drainage improvements benefitting other Lots and driveways and walkways to adjacent Lots, then any deficiency shall be paid pro rata by the benefitted Lot owners. Each Lot owner's pro rata contribution shall be determined by dividing the square footage of each benefitted Lot by the total square footage of all benefitted Lots. Payment shall be made within thirty (30) days of billing for same from the Lot owner performing the restoration work, but in no event prior to any actual taking and completion of the restoration work. The term "condemnation" as used herein shall include all conveyances made in anticipation or lieu of an actual taking.

Nothing herein shall be construed to give any Lot owner an interest in any award or payment made to another Lot owner in connection with any exercise of the power of eminent domain or any transfer in lieu thereof affecting said other Lot owner's Lot or giving the public or any government any rights in said Lot. In the event of any exercise of the power of eminent domain or transfer in lieu thereof of any part of the Common Area, the award attributable to the land and improvements of such portion of the Common Area shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Area.

All other owners of the Common Area may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another Lot owner. Nothing in this Section shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between such tenant and such Lot owner for all or a portion of any such award or payment.

If there shall be any building improvements located on the condemned area, the owner of said condemned area shall, at its sole cost, risk and expense, and at its option, either restore the remainder of said building as much as practicable out of the same materials used for the original structure or shall raze the remainder of the condemned structure, shall remove all debris, shall pave the remaining area so razed for parking in general conformity with the parking layout shown on the Site Plan and shall install adequate lighting and stormwater drainage. Any area restored in this manner shall be maintained as though it were part of the Common Area, and shall be maintained at the sole cost and expense of the owner of such Lot.

**ARTICLE VI
RESTRICTIONS**

SECTION 6.1 With the exception of any portion of Lots 4, 5, 6 and 8 from time to time under lease to, owned or occupied by Kings, its licensees, subtenants, successors or assigns (the "Kings Store"), no part of the Shopping Center shall be used as a cigarette store or smoke shop, a drug store or for a pharmacy requiring the services of a registered pharmacist, provided that the applicable restrictions shall cease to be in force and effect if the occupant of the Kings Store fails to sell cigarettes and tobacco products, operate a drug store, or a pharmacy department, for a period of three hundred sixty-five (365) consecutive days or longer subsequent to the opening for business of the Kings Store except when such failure is caused by labor disputes, force majeure (including reconstruction as a result of fire or other casualty) or conditions beyond the control of the occupant. Notwithstanding the foregoing, Kings approves the occupants use in the Shopping Center of a beauty supply store such as Sally's Beauty Supply.

SECTION 6.2 No part of the Shopping Center, except the Kings Store, shall be used as a food store or food department, or for the sale of groceries, meats, fish, produce, dairy products, bakery products, or any of them, for off-premises consumption or for the sale of, provided that nothing herein shall prevent (i) any occupant of the Shopping Center from selling such products as an incidental part of its principal business so long as the total number of square feet devoted to the display for the sale of such products does not exceed five percent (5%) of the total number of square feet of Building Area occupied by same or eight hundred (800) square feet, including, in either case, one-half (½) of the aisle space adjacent to any such display area, whichever is smaller, (ii) the operation of a restaurant (subject to the provisions of Section 6.3, 6.4 and 6.5 hereof) which permits customers to "take out" orders on Lots 1, 2, 3 or 7, or (iii) the operation of a retail operation which derives at least seventy-five percent (75%) of its gross revenues from the sale of ice cream and similar related dairy products, and further provided that this restriction shall cease to be in force and effect if the occupant of the Kings Store fails to conduct a business for the sale of groceries, meats, fish, produce, dairy products, bakery products, or any of them, for off-premises consumption, for three hundred sixty-five (365) consecutive days or longer subsequent to the opening for business of the Kings Store, except when such failure is caused by labor disputes, force majeure (including reconstruction as a result of a fire or other casualty) or conditions beyond the control of the occupant. Notwithstanding the foregoing Lot 1 may be used as a restaurant.

SECTION 6.3 No portion of Lots 2 and 3 shall be used or occupied as a restaurant of any kind for a period of twenty (20) years from the date of recording of this Declaration. No portion of Lots 7 and 8 shall be used or occupied for a period of twenty (20) years from the date of recording of this Declaration by a "Quick Service Restaurant." The term "Quick Service Restaurant" as used in this Section shall mean food service establishments which serve hamburgers or other type of ground beef products served in sandwich form. However, any food service establishment which offers as a primary method of service food and drink orders taken by and served by a waiter or waitress at the customer's table is excluded from the term "Quick Service Restaurant."

In addition, and not by way of example, the following restaurants operating under the listed trade names, or operating under any successor trade name, are prohibited:

Burger King	Wendy's
Taco Bell	Hardee's
Carl's Jr.	Good Times
Jack-In-The-Box	In and Out Burgers
Arby's	Rally's

SECTION 6.4 No portion of Lots 1, 2, 3, 4, 5 or 7 shall be used or occupied as a vehicle fuel site which means an operation which directly pumps into vehicles petroleum products, gasoline, kerosene, benzol or naphtha, or any fuel to be used by internal combustion engines.

SECTION 6.5 No portion of the Shopping Center or any Lot, excluding the Kings Store for uses xi, xii, xiii, xviii, xix, xxi, xxii, xxiii, and xxiv below, shall be used as or to cause any of the following:

- (i) Any obnoxious odor (odors originating from a wholly enclosed dry cleaning establishment or a pad type restaurant shall not be considered obnoxious under this provision);
- (ii) Any noxious, toxic, caustic or corrosive fuel or gas operation (a gasoline station, fuel site or similar operation, or the sale or exchange of propane by the occupant of Kings Store is not restricted under this provision);
- (iii) Any dust, dirt, or fly ash in excessive quantities;
- (iv) Any unusual fire, explosive, or other damaging or dangerous hazard, including the storage, display or sale of explosives or fire works (except fireworks as may be sold by the occupant of the Kings Store);
- (v) Any warehouse (except for storage by retail tenants of merchandise for resale), assembly, manufacture, distillation, refining, smelting, agriculture, or mining operations or other industrial use;
- (vi) Any mobile home or trailer court, labor camp, junk yard, stock yard, or animal raising shop that boards animals (except veterinary uses that keep pets on site are permitted);
- (vii) Any dumping, disposal, incineration, reduction of garbage or refuse (except tenant trash compactors);

or any other non-retail business (except, subject to the further provisions of this section and Section 6.3 above, a restaurant), on Lots 4, 5, 6 or 7 which requires extensive use of the parking areas.

SECTION 6.6 No portion of the Shopping Center or any Lot, excluding the Kings Store, shall be used as a restaurant which permits the "take out" of gourmet to go or home meal replacement items such as Gourmet To Go, Boston Market, Marty's, eatZi's, etc. The foregoing is not intended to restrict a pizza restaurant, Mexican food restaurant, oriental food restaurant, salad bar or restaurant selling primarily prepared sandwiches.

SECTION 6.7 No portion of the Shopping Center or any Lot shall be used as a business which principally features sexually explicit products or drug related paraphernalia.

SECTION 6.8 No portion of the Shopping Center or any Lot shall be used for office use not ancillary to a retail business or as a car wash without the written consent of Kings and no portion of any Building Area located within one hundred (100) feet of the nearest point of the Kings Store as it exists on the date of execution of this Declaration shall be used as a restaurant without the written consent of Kings.

SECTION 6.9 With the exception of the Kings Store no portion of the Building Area on any Lot shall exceed twenty-eight (28) feet in height from ground level or one (1) story, without the prior written consent of Kings and the Lot 6 owner. The square foot area of all buildings on Lots 4, 5, 7 and 8, respectively, shall be subject to approval by the Lot 6 owner and Kings.

Prior to the commencement of the construction of any building or improvement, or exterior alteration or addition costing Thirty-Five Thousand and No/100 Dollars (\$35,000.00) or more, to be constructed or placed upon any Lot, a Lot owner shall submit all exterior plans, specifications and elevations showing the general placement of its buildings, initially and ultimately, with set-backs from all Lot lines, location and dimensions of parking areas, driveways and service areas, to the Lot 6 owner and Kings for their approval from an appearance standpoint only, to insure that the buildings and improvements constructed upon the respective Lots are reasonably harmonious with the architectural design and materials of other buildings and improvements then existing or in the process of construction in the general vicinity of the Lot. The Lot 6 owner's and Kings' consent shall not be unreasonably withheld, conditioned or delayed. The Lot 6 owner and Kings shall have twenty (20) days after receipt of a Lot owner's plans and specifications to give the Lot owner written notice of, and the reason for, disapproval. A Lot owner's plans and specifications will be considered approved if timely notice of disapproval is not provided. If the building plans and specifications are disapproved, Lot owner may request the formation of a panel of three architects to review the plans and specifications and make necessary changes to achieve the purpose of this provision. The first architect shall be appointed by the Lot 6 owner and Kings within 10 days of a Lot owner's request, the second by the Lot owner 10 days after the Lot 6 owner's and Kings' appointment, and the third shall be appointed within 10 days after the Lot owner's appointment by the two architects so appointed. The Lot owner shall pay its appointed architect's fees. The Lot 6 owner and Kings shall pay their appointed third architect's fees and the third architect's fees shall

be paid 50% by the Lot owner and 50% by the Lot 6 owner and Kings. A decision by the majority of the architects will be binding.

Each Lot owner shall perform construction on its Lot in compliance with any rules and regulations established by the Lot 6 owner for construction activities so as not to cause any unreasonable increase in the cost of construction of the remainder of the Shopping Center, or any part thereof; unreasonably interfere with any other construction being performed on any of the other Lots; unreasonably interfere with the operations conducted on any other Lot [in compliance with any rules and regulations established by the Lot 6 owner for construction activities].

Each Lot owner agrees that in the event any mechanic's lien or other statutory liens shall be filed against its Lot or any other Lot by reason of work, labor, services or materials supplied to or at the request of it pursuant to any construction on its Lot, or supplied to or at the request of its tenant pursuant to any construction by said tenant, it shall pay and discharge the same of record within thirty (30) days after the filing thereof, subject to the provisions of the following sentence. Each Lot owner shall have the right to contest the validity, amount or applicability of any such liens by appropriate legal proceedings, and, so long as it shall furnish bond or indemnify as hereinafter provided and be prosecuting such contest in good faith, the requirement that it pay and discharge such liens within said thirty (30) days shall not be applicable; provided, however, that in any event such Lot owner shall, within thirty (30) days after the filing thereof, bond or indemnify against such liens in amount and in form satisfactory to induce the title insurance company which insured title to the respective Lots to each of the Lot owners, to insure over such liens in any future policy to be issued insuring any interest in such Lot or to update its existing policy, binder or commitment without showing title exception by reason of such liens, and shall indemnify and save harmless the other Lot owners from all loss, damage, liability, expense or claim whatsoever (including reasonable attorneys' fees) resulting from the assertion of any such liens. In the event such legal proceeding shall be finally concluded (so that no further appeal may be taken) adversely to the Lot owner contesting such liens, such Lot owner shall, within ten (10) days thereafter, cause the liens to be discharged of record.

SECTION 6.10 All electrical and telephone wires and all other utility lines serving the Shopping Center (and each Lot) shall be buried below grade such that the same shall not be visible.

SECTION 6.11 No fence, structure or landscaping of any kind shall be placed, kept, permitted or maintained upon the Center Access/Utility Common Areas or the Anchor/Shops Common Area of the Shopping Center without the prior written consent of the Lot 6 owner and Kings which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 6.12 All lighting structures and standards erected in the Common Area of any Lot shall be erected by and at the expense of the respective Lot owner, shall be erected prior to commencement of business on each such Lot. All lighting structures and standards erected in the

Common Area of Lots 4, 5, 7 and 8 shall be located in such areas and in accordance with such plans and specifications as shall be approved by the Lot 6 owner and Kings.

SECTION 6.13 Parking areas on each of Lots 1, 2, 3 and 7 shall be sufficient under City of Cheyenne zoning standards for the use or uses being conducted on each respective Lot.

SECTION 6.14 After construction of initial building improvements approved under Section 6.9 above, the Common Area on Lots 4, 5, 6 and 7 shall not be altered or improved with additional building improvements without the prior written consent of the Lot 6 owner and Kings, provided that nothing herein shall prevent a minor alteration of the Common Area by the servient Lot owner so long as such improvement or alteration does not materially interfere with parking on or pedestrian or vehicular passage across the Common Area. No portion of the Common Area shall be encumbered by any easement, right-of-way, license or other servitude for the purpose of parking on or vehicular passage across the Common Area benefitting property outside of the Shopping Center without the prior written consent of the Lot 6 owner and Kings, which consent shall be in their sole discretion.

SECTION 6.15 Nothing herein shall require the owner of any Lot to improve any portion thereof with building improvements or, except as provided in Section 5.2 hereof, Common Area, or to occupy its Lot or to conduct a business in same.

SECTION 6.16 The remedies for breach of any of the restrictions set forth in this Article shall be cumulative, not exclusive, and shall include injunctive relief.

ARTICLE VII TAXES

SECTION 7.1 Each Lot owner shall pay (or cause to be paid) before delinquency all real estate taxes and assessments (herein collectively "Taxes") levied on its Lot and the improvements situated thereon.

SECTION 7.2 Each Lot owner may, at its own cost and expense by appropriate proceeding, contest the validity, applicability and/or the amount of any Taxes. Nothing in this Article shall require a Lot owner to pay any Taxes so long as it contests the validity, applicability or the amount thereof in good faith and so long as it does not allow the affected Lot to be forfeited to the imposer of such Taxes as a result of its nonpayment.

SECTION 7.3 If a Lot owner fails to comply with this Article, either the Lot 6 owner or Kings may pay the Taxes in question and shall be entitled to prompt reimbursement from the defaulting Lot owner for the sums so expended with interest thereon at the rate provided in Section 8.2 hereof.

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**ARTICLE VIII
DEFAULT**

SECTION 8.1 Should a Lot owner breach any of its obligations hereunder and such breach continues for a period of thirty (30) days after its receipt of notice, the other Lot owner(s) and/or Kings, for so long as Kings has a legal, equitable or leasehold interest in a Lot, shall be entitled, but not obligated, to cure such breach in addition to all remedies at law or in equity, and further provided that no notice is required should the breach create an emergency or interfere with use of a Lot. All expenses required to cure the breach shall be paid by the defaulting Lot owner to the curing party within thirty (30) days after its receipt of written evidence confirming the payment of such expenses. Notwithstanding the foregoing, if any nonfinancial default hereunder cannot be remedied within thirty (30) days after notice of default, then the defaulting party shall have such additional time as shall be reasonably necessary to remedy such default, provided that the cure of such default is commenced within said period of thirty (30) days and thereafter diligently and continuously prosecuted to completion without interruption.

SECTION 8.2 Any sum required to be paid under this Declaration and which remains unpaid beyond its due date shall bear interest at a rate equal to four percent (4%) in excess of the prime rate charged then by The Chase Manhattan Bank, N.A., New York, New York, or any successor thereto, or at the highest annual interest rate allowed by law, whichever is less, from the due date thereof until paid, and may be secured by a lien on the Lot of the owner in default and may be perfected in accordance with the laws of the state in which the Shopping Center is located, provided that such lien shall be subordinate to any mortgage, deed of trust or other financial encumbrance on the Lot of the owner in default.

SECTION 8.3 In the event of litigation by reason of this Declaration, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees.

SECTION 8.4 Kings shall be a beneficiary of all of the rights and easements set forth herein and shall be entitled to enforce same for so long as Kings, any affiliate of Kings, or its successors or assigns, may have any legal, equitable or leasehold interest in a Lot.

**ARTICLE IX
ENVIRONMENTAL COMPLIANCE**

SECTION 9.1 Each Lot owner agrees to (i) comply with all governmental laws, rules or regulations related to the use, storage, treatment, transportation, removal or disposal of Hazardous Materials (as defined below); (ii) give notice to the Lot owners immediately upon acquiring knowledge of the Hazardous Materials Contamination (as defined below) with a full description thereof; and (iii) promptly, at such Lot owner's sole cost and expense, to comply with any governmental laws, rules or regulations requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide the other Lot owners with

satisfactory evidence of such compliance. A Lot owner shall be deemed in compliance for the purposes of this Section for releases or discharges of Hazardous Materials if the Lot owner remediates and brings the level of contamination below applicable action levels.

SECTION 9.2 Each Lot owner shall defend, indemnify and hold harmless the other Lot owner(s) from and against any and all liabilities (including strict liability), suits, actions, claims, demands, penalties, damages (including, without limitation, interest, penalties, fines and monetary sanctions), losses, costs or expenses (including reasonable attorneys' fees) which may now or in the future be incurred or suffered by the other Lot owner(s) by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any covenant of a Lot owner contained in or referred to in this Article or which may be asserted as a direct or indirect result of the presence of Hazardous Materials on or under any Lot as a result of that Lot owner's operations on its Lot, or the escape, seepage, leakage, spillage, discharge, emission or release from the Lot owner's Lot of any Hazardous Materials or any Hazardous Materials Contamination arising out of or resulting from the environmental condition of the Lot owner's Lot, if occasioned wholly or in part by any condition, accident or event caused by any act or omission of the Lot owner.

SECTION 9.3 As used in this Article the term "Hazardous Materials" shall mean (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) any substance, the presence of which on a Lot is prohibited by any governmental law, rule or regulation; (f) any petroleum-based products stored or used other than in compliance with governmental laws, rules or regulations; (g) underground storage tanks not in compliance with governmental laws, rules or regulations; and (h) any other substance which by any governmental law, rule or regulation requires special handling in its collection, storage, treatment or disposal. As used in this Article the term "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of a Lot's facilities, soil, ground water, air or other elements on or of a Lot by Hazardous Materials, or the contamination of the buildings, facilities, soil, ground water, air or other elements on or of any other real property as a result of Hazardous Materials at any time (whether before or after the date of this Agreement) being discharged or released upon or emanating from a Lot.

ARTICLE X MISCELLANEOUS PROVISIONS

SECTION 10.1 No part of this Declaration with the exception of Section 6.1, Section 6.2 and Section 6.3 may be terminated or modified without the prior consent of the Lot 6 owner, Kings, the Lot 1 owner and the owner(s) of at least two (2) other Lots. Any proposed amendment shall be provided to all Lot owners for review and approval. Approvals shall not be unreasonably

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conditioned, withheld or delayed. Any Lot owner may vote to disapprove any proposed amendment that does not promote the integrated use of the Lots as a first class, retail, grocery-anchored Shopping Center or if an unreasonable burden will be imposed on any Lot owner or group of Lot owners as a result of the amendment. All proposed amendments submitted shall be deemed approved unless written notice of disapproval is submitted within thirty (30) days of receipt of the request for approval provided the request specifically states that failure to disapprove in writing is deemed approval. Notwithstanding the foregoing (i) no amendment of Article II, Easements, shall be valid without the unanimous consent of all Lot Owners, (ii) no additional retail use restriction shall be valid on any Lot without the consent of the Lot owner, (iii) Section 6.3 may be amended to lessen or remove use restrictions only by the Lot 1 owner, and no additional consents of any other Lot owners shall be required for any such amendment, and (iv) Section 6.1 and Section 6.2 may be amended to lessen or remove use restrictions only by the Lot 6 owner and Kings, and no additional consents of any other Lot owners shall be required for any such amendment.

SECTION 10.2 This Declaration shall not create an association, partnership, joint venture or a principal and agency relationship between the owners of the Lots or their tenants or licensees.

SECTION 10.3 No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

SECTION 10.4 To the extent the invalidity of any provision does not affect the basic intent of this Declaration, should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

SECTION 10.5 All notices, statements, demands, approvals, or other communications to be given under or pursuant to this Declaration shall be in writing, addressed to the Lot owners at their respective addresses as provided below, and will be delivered in person, or by certified or registered mail, postage prepaid, return receipt requested or by overnight delivery, telegraph, facsimile or cable, charges prepaid and receipt at the recipient's office verified. The notice will be deemed to have been given upon receipt or upon attempted delivery if delivery is rejected.

The addresses of Lot owners to which such notices are to be sent will be those designated by written notice to the other Lot owners or, if none other has been designated, the addresses shown on the then current real property tax rolls and until further notice are as follows:

DEVELOPING PARTY:

R&KS Dell Range Development, LLC
c/o Regency Realty Corporation
1873 S. Bellaire Street, Suite 600
Denver, CO 80222
FAX: (303) 691-6905

With a copy to:

Heidi Williams
Regency Realty Corporation
8140 Walnut Hill Lane, Suite 400
Dallas, TX 75231
FAX: (214) 696-9512

Lot 1 Owner:

System Capital Real Property Corporation
c/o McDonald's Corporation
One McDonald's Plaza
Oak Brook, Illinois 60523
Attn: Director, U.S. Legal Department
FAX: (630)623-8161

With a copy to:

McDonald's Corporation
5251 DTC Parkway, Suite 300
Englewood, CO 80111
Attn: Real Estate Manager
FAX: (303) 779-4716

DILLON:

Dillon Companies, Inc.
Attention: Director of Real Estate
65 Tejon
Post Office Box 5567 T.A.
Denver, CO 80217
FAX: (303) 871-9262

With a copy to:

Montgomery Little & McGrew, P.C.
Attention: James J. Soran, III
5445 DTC Parkway, Suite 800
Englewood, CO 80111
Fax: (303) 220-0412

The persons and addresses may be changed at any time by written notice to the other Lot owners.

SECTION 10.6 All of the provisions hereof shall run with the land in perpetuity and shall be binding on Declarant and its successors and assigns.

SECTION 10.7 This Declaration contains the entire undertaking of Declarant and there are no other terms, express or implied, except as contained herein.

SECTION 10.8 Each Lot owner shall be excused from performing any covenant or obligation under this Declaration while and for so long as the performance of the obligation is

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prevented, delayed or otherwise hindered by acts of God, fire, earthquake, floods, explosion, actions of the elements, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lock-outs, actions of labor unions, condemnation, court orders, laws, ordinances, governmental regulations, or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Lot owner which has the obligation to perform (other than lack of or inability to procure monies to fulfill its commitments and obligations under this Declaration or inability to procure and supply evidence of insurance).

SECTION 10.9 No default under this Declaration shall entitle any of the Lot owners to cancel or otherwise rescind this Declaration, provided, however, that this limitation shall not affect any of the rights or remedies that such Lot owner may have by reason of any default hereunder.

SECTION 10.10 In the event of any violation or threatened violation of any of the provisions of this Declaration by any Lot owner, any other Lot owner or Kings shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation.

Section 10.11 The right of Kings to grant or withhold its consent to any matter as provided herein shall be operative only for so long as Kings, any affiliate of Kings, or its tenants, successors or assigns, has a legal, equitable or leasehold interest in a Lot.

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APPROVED:

DILLON COMPANIES, INC., a
Kansas corporation, d/b/a
KING SOOPERS, INC.

By: [Signature]
Print Name: John Burgoon
Title: Vice President

STATE OF Colorado)
COUNTY OF Denver) ss

On this 16 day of October, 2000, before me appeared John Burgoon to me personally known, who, being by me duly sworn, did say that he/she is the Vice-President of Dillon Companies, Inc., a Kansas corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said person acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My term expires: 7/12/2003



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Dell Range Marketplace, Second Filing, according to
the official plat filed for record in Plat Cabinet 7, Slot 140

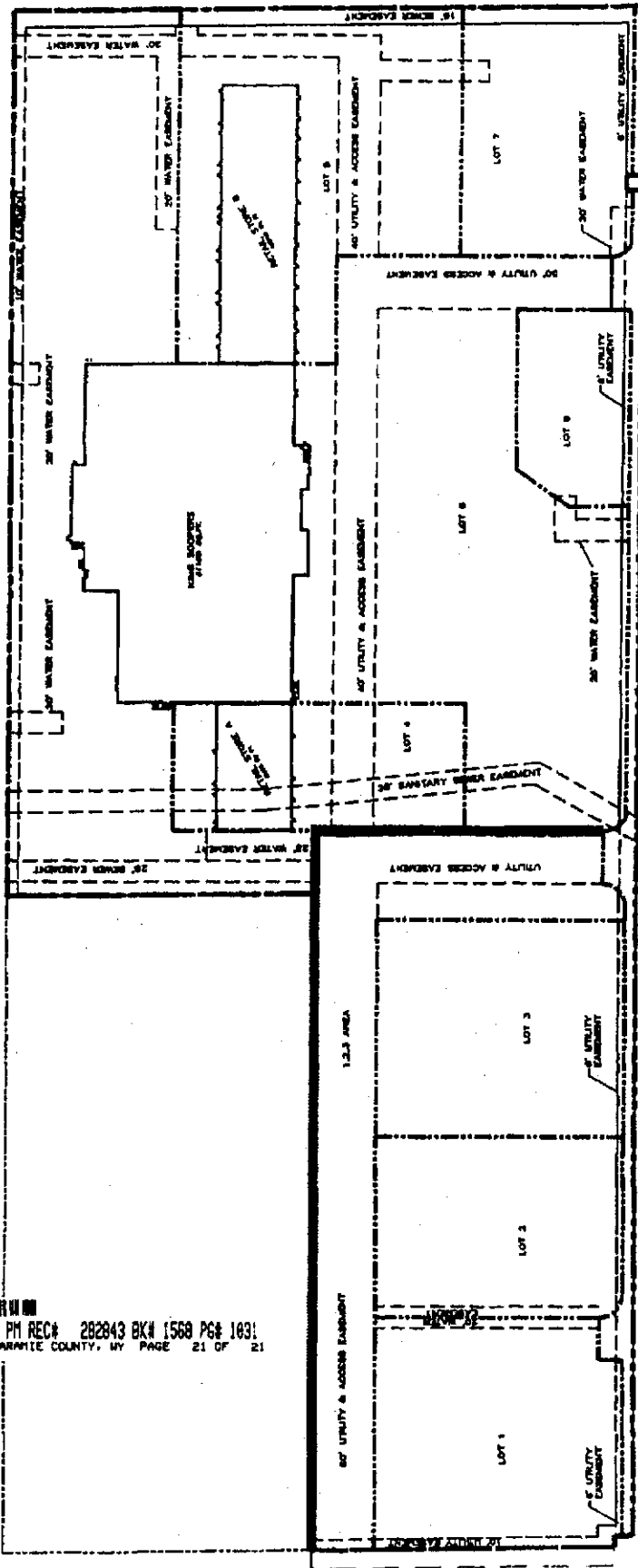
Laramie County
State of Wyoming

EXHIBIT 1
A PART OF DELL RANGE MARKETPLACE 2ND FILING
A PORTION OF THE S 1/2 OF SECTION 22, T.14 N., R.66 W., 6th
P.M.,
CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING

GREGG WAY (80' R/W)

DELL RANGE BLVD. (80' R/W)

SCALE = N.T.S.



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HOOK ENGINEERING, INC.
 5601 OSAGE AVENUE CHEYENNE, WYOMING 82009
 PH: (307) 632-3138 FAX: (307) 632-3194
 JOB NO. 3148 DATE: 10/18/00 DWN. BY: JPC

SUBDIVISION SETUP FORM

RECEPTION INFORMATION:

Subdivision Proper Name: DELL RANGE MARKETPLACE 2ND FILING

Reception # RECORDED 9/14/2000 AT 1:47 PM REC# 27000 JK# 7 PG# 140 Time: _____
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Received From: INTERMOUNTAIN PROFESSIONAL SERVICES Date: _____

Grantor: R& KS DELL RANGE DEVELOPMENT LLC Doc Date: 7/24/2000

Grantee: IN RE DELL RANGE MARKETPLACE 02F

Legal Description: DELL RANGE MARKETPLACE

SUBDIVISION INFORMATION:

Short Alpha Name: DELL RANGE MARKETPLACE 02F Number: 2770

Block Name: BLOCK Lot Name: LOT

Correction of Plat(PC): _____/_____ Replat of Subdivision #: 2757

Covenants Book/Page: _____/_____

ABSTRACTING INFORMATION:

For suffix 40-69 (Existing Parcels Affected)

TWN/SUBD	RNG/BLOCK	BEGIN SEC/LOT	END SEC/LOT	R/V SW
<u>2757</u>	<u>1</u>	<u>1</u>	<u>7</u>	<u>R</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

For suffix 70-99 (New Parcels Created)

BLOCK #	BEGIN LOT	END LOT	BLOCK #	BEGIN LOT	END LOT
<u>2770</u>	<u>1</u>	<u>8</u>	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____