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COPY TO ASSESSOR

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RECEIVED  
LARAMIE COUNTY CLERK  
WYOMING LIMITED WARRANTY DEED

STATE OF WYOMING )  
LARAMIE COUNTY )

1994 DEC 27 PM 4:19

KNOW ALL MEN BY THESE PRESENTS, that CBL PERIPHERAL PROPERTIES LIMITED PARTNERSHIP, a Tennessee limited partnership ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of all of which consideration is hereby acknowledged, has granted, bargained and sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto FRONTIER MEDICAL PLAZA LLC, a Wyoming limited liability company ("Grantee"), its successors and assigns, that certain real estate (the "Property"), situated in the City of Cheyenne, Laramie County, State of Wyoming, more particularly described in Exhibit "A" annexed hereto and made a part hereof.

TOGETHER WITH a non-exclusive easement for parking upon and vehicular and pedestrian ingress to and egress from the portions of the adjacent property known as Frontier Mall (the "Shopping Center") from time to time utilized as parking areas, driveways and entranceways in conjunction with the development and operation of the Shopping Center as set forth in that certain Construction, Operating and Reciprocal Easement Agreement recorded in Book 1162, Page 944, Laramie County, Wyoming Records as amended by First Amendment recorded in Book 1374, Page 500 aforesaid Records (collectively, the "CORE Agreement").

SUBJECT TO all easements, encumbrances, liens, restrictions and obligations set forth on Exhibit "B" annexed hereto and made a part hereof and all other matters of records.

TO HAVE AND TO HOLD said Property with the hereditaments thereunto belonging to said Grantee, its successors and assigns, forever in fee simple.

Grantor covenants that it has not made, done executed or suffered any act or thing whereby the Property hereby conveyed or any part thereof now are or at any time hereafter shall or may be imperiled, charged or encumbered in any manner whatsoever, except as herein set forth; and the Grantor will forever warrant and defend the title to the Property herein conveyed against all persons lawfully claiming the same from, through or under it, but not otherwise.

IN WITNESS WHEREOF, CBL PERIPHERAL PROPERTIES LIMITED PARTNERSHIP has caused this conveyance to be duly executed and delivered this 27th day of December, 1994.

CBL PERIPHERAL PROPERTIES LIMITED PARTNERSHIP  
By CBL & Associates, Inc., general partner

By: Jay Wiston  
Name: JAY WISTON  
Title: E.V.P.

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me by JAY WISTON, Executive V.P. of CBL & ASSOCIATES, INC., a corporation, in its capacity as general partner of CBL PERIPHERAL PROPERTIES LIMITED PARTNERSHIP, this 27th day of December, 1994.

Witness my hand and official seal.

Pat Taylor  
Notary Public



My commission expires:

11/9/98

THIS INSTRUMENT PREPARED BY:  
Shumacker & Thompson  
5th Fl. First Tenn. Bldg.  
Chattanooga, Tennessee 37402

BOOK 1390

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EXHIBIT "A"

Legal Description of the Property

LOT 1, BLOCK 1, FRONTIER MALL, SECOND FILING, A REPLAT OF FRONTIER MALL, CHEYENNE, WYOMING, BEING PART OF THE SW $\frac{1}{4}$  OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LARAMIE COUNTY, WYOMING.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments, right-of-way, easements, appendants, appurtenances, reversions, remainders, riparian or littoral rights, belonging or in anywise appertaining to the land.

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EXHIBIT "B"

TITLE EXCEPTIONS

1. Taxes for the year 1995 and subsequent years, a lien, but not yet due and payable.
2. All encumbrances, easements or encroachments of record or discernable from a visual inspection or survey of the property, except for the lien of any deed of trust or mortgage, and provided such matters do not interfere with Grantee's proposed use of the Property.
3. Zoning and building laws and subdivision ordinances and regulations for Cheyenne, Laramie County, Wyoming.
4. Utility easements, if any (provided such easements do not interfere with Grantee's proposed use of the Property) as shown on the recorded plat of Frontier Mall, 2nd Filing.
5. Reservation of all oil, gas, coal and other minerals reserved by A.R. Carpenter and Dorothy K. Carpenter, his wife, as set forth in Warranty Deed dated June 16, 1919, recorded July 30, 1919 in Book 218 at Page 201, Laramie County, Wyoming Records.
6. Sign Easement dated August 16, 1994 recorded in Book 1381, Page 1367, Laramie County, Wyoming Records.
7. Water Well Easement dated August 16, 1994 recorded in Book 1381, Page 1372, Laramie County, Wyoming Records.
8. The building and other improvements, including utility lines, driveways, signs, parking areas, lights, curb-cuts, access ways, landscaping, and site preparation and site development work erected or performed on the Property from time to time shall be performed in accordance with a complete set of detailed plans and specifications (architectural, civil/grading and landscaping) therefor which have been stamped/sealed by an architect or engineer which shall be submitted to Grantor or its designee, within one hundred twenty (120) days after the date of this Deed and approved or objected to by Grantor or its designee within twenty-one (21) days following receipt thereof from Grantee. Changes to the grade of the Property shall not be allowed to obstruct the visibility of improvements and signs on Frontier Mall (the "Shopping Center") or to produce an adverse drainage condition or flow from the Property over, across or upon surrounding properties. Any building constructed on the Property shall not exceed twenty-seven (27) feet in height. No building or other improvement will be constructed within forty feet (40') of the exterior boundaries of the Property or outside of the "Building Area" as shown on Exhibit "B" to the CORE Agreement for Frontier Mall. The portion of the Property located outside of the Building Area may be used for paved parking area, entrance and driveways as well as for landscaping, light standards and permitted signage. The acreage of land covered by the building or above-grade structure constructed on the Property shall not exceed one-third (1/3) of the total acreage of the Property. The building or structure constructed on the Property shall not extend upon or over more than fifty percent (50%) of the length of the Property along any adjacent roadway (whether abutting streets, Shopping Center, or the access roads to abutting streets, upon which the Property fronts; provided, however, the proposed building shown on the Site Plan of the Shopping Center dated 10-18-76, last revised 8-15-94, a portion of which is attached hereto as Exhibit "C" is hereby approved notwithstanding subject fifty percent (50%) length limitation. The onsite parking on the Property must provide for at least five and one-half (5.5) spaces for every one thousand (1,000) square feet of building floor area.

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9. All exterior signs to be erected on the building to be constructed upon the Property shall be subject to the prior written approval of Grantor or its designee. Grantee may install two (2) exterior building mounted signs on separate facades of the building to be constructed on the Property which signs shall not exceed thirty-six (36) inches in height. Grantee shall be permitted to place one (1) low profile monument sign on the Property which shall not exceed four (4) feet in height and nine (9) feet in width with a thickness not to exceed thirty (30) inches and has a sign panel which contains an area of not more than thirty-six (36) square feet. The design and location of all free-standing signs shall be subject to the prior written approval of Grantor or its designee.
  10. All outside areas of the Property herein conveyed shall be maintained in a neat, clean and sanitary condition, free of trash, garbage, litter and obstructions of any kind. Following construction, the portions of the Property not occupied by improvements will be landscaped as shown on Grantee's approved plans. Landscaping shall not, because of initial size or untrimmed growth, be allowed to obstruct the visibility of improvements and signs on the Shopping Center. In the event Grantee or its successors and assigns do not maintain the Property in the aforesaid manner, after thirty (30) days' written notice to the then owner of the Property, Grantor, its successors, assigns, and designees shall have the right as often as may be reasonably necessary to enter upon the Property and restore the same to a neat, clean and sanitary condition. Grantee covenants and agrees on behalf of itself and its successors and assigns to reimburse Grantor, its successors, assigns, or designees, as the case may be, upon demand for the reasonable expenses thus incurred. Any such claim for reimbursement shall be a secured obligation, and a lien therefor shall attach to the Property.
  11. Grantee's access to the Property shall be by two (2) curb cuts onto the Frontier Mall ring road as shown on Exhibit "C". Relocation of such curb-cuts shall be subject to the prior written approval of Grantor. The location of such curb-cuts, once established, shall not be relocated without the prior written consent of Grantor, which shall not be unreasonably withheld.
  12. If Grantee or its successors or assigns receives a bona fide, written offer or offers, (A) to purchase or lease the Property or a portion thereof, or (B) for the option to purchase or lease the Property as aforesaid (such offers and options being hereinafter referred to as the "Offer"), prior to acceptance of an Offer, Grantee shall give Grantor written notice (the "Offer Notice") enclosing a copy of the Offer. Grantor shall have thirty (30) days following receipt of the Offer Notice to elect to acquire the interest in the Property that is the subject of the Offer on the terms and conditions set forth in the Offer. If Grantor exercises the rights herein granted, then Grantor and Grantee shall enter into a contract having the same terms and conditions as the Offer. If Grantor does not exercise the rights herein granted, Grantee may accept the Offer and close the transaction contemplated thereby; provided, however, if such transaction is not completed on the same terms and conditions contained in the Offer Notice within the closing period provided in the Offer, such transaction shall not take place and the requirements of this subparagraph shall remain in full force and effect as to any future offers. The covenants of this subparagraph are of a continuing nature and shall not be exhausted by one or more sales or leases of the Property.
  13. In each instance that (A) Grantee desires to change the use of the Property from a medical office building or from any other use for which the Property is in fact being utilized, or (B) Grantee closes the business being operated on the Property

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for more than one hundred twenty (120) consecutive days (excluding periods of remodeling of the improvements constructed upon the Property), or (C) the improvements constructed by Grantee are destroyed by fire or other casualty and Grantee does not commence the process of acquiring all permits required for the reconstruction of the improvements within three (3) months of their destruction and thereafter diligently pursue to completion said restoration, Grantor shall have the right to reacquire the Property, including all improvements (except the trade fixtures, equipment and other personal property) used in the operation of the business being conducted on the Property, upon thirty (30) days' written notice to Grantee, for the price hereinafter specified. Grantee shall give Grantor immediate notice of its intention to change the use of the Property or to discontinue Grantee's business therein, and Grantor shall make its election to reacquire the Property within thirty (30) days thereafter. The price to be paid for the Property by Grantor shall be the fair market value of the Property as established by the majority vote of three (3) M.A.I. appraisers, one of whom shall be chosen by Grantor, one of whom shall be chosen by Grantee and the third to be selected by the appraisers chosen by Grantor and Grantee. If any party shall fail to select an appraiser within ten (10) days following notice from the other party, the party giving such notice may choose an appraiser on behalf of the other party. Each party shall be responsible for the cost of the appraiser selected by (or for) it and one-half (1/2) of the cost of the third appraiser. Grantor shall have the right to rescind its election to reacquire the Property by written notice to Grantee given not later than ten (10) days after receipt of notice of the Property's fair market value, provided Grantor pays the cost of all appraisers. Notwithstanding the foregoing, the rights granted to Grantor to reacquire the Property in this subparagraph shall not apply during the period an Offer is in effect (Grantor's rights in the Property during said period being determined by Section 12 hereof). In the event Grantor does not reacquire the Property as aforesaid, then such right shall lapse as to the occurrence which gave rise to such right, but shall remain in full force and effect as to any future occurrences. The covenants of this Section 13 are of a continuing nature and shall not be exhausted by one or more occurrences.

14. The Property shall not be used for any of the following purposes:
- (A) A bingo parlor, bowling alley, game room, game arcade or amusement center;
  - (B) A gasoline or automobile service station;
  - (C) Automobile or motorcycle sales, leasing, repair or display, a used car lot, storage yard or junk yard;
  - (D) Any activity or service resulting in an obnoxious odor, noise or sound;
  - (E) Any warehousing, assembling, manufacturing, distilling, refining, smelting, agricultural, mining or drilling operation;
  - (F) A supermarket, grocery store or convenience type food market;
  - (G) A store selling any of the following: health foods, delicatessen foods, meats, groceries or other items normally sold by supermarkets;
  - (H) A health spa;

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- (I) For the sale, rental or display or pornographic materials;
  - (J) A massage parlor;
  - (K) A movie theatre;
  - (L) A department store, junior department store, variety store or a store for the mass retailing of general merchandise;
  - (M) A lounge, tavern or night club, or any other establishment, including restaurants, which serve alcoholic beverages for on premises consumption;
  - (N) A mortuary;
  - (O) A mobile home, trailer court, labor camp, stockyard, or animal raising establishment (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);
  - (P) Dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located in the rear of the building);
  - (Q) A fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
  - (R) A dry cleaning plant; and
  - (S) Living quarters, sleeping apartment or lodging rooms.

- 15. Grantee, its successors and assigns shall pay to the Developer under the CORE Agreement annually in advance no later than the twentieth day of January in each year a share of the cost of maintaining and repairing the perimeter drive of the Shopping Center in an amount equal to Six Hundred Dollars (\$600.00) per year, said amount to be increased on the fifth anniversary of the closing and every five (5) years thereafter by an amount equal to ten (10) percent of the amount payable during the last year of the preceding five year period.
- 16. The foregoing covenants and restrictions shall constitute a servitude upon the Property, shall run with said land, and shall continue until December 30, 2041. Said restrictions shall not apply to any other property of Grantor or its affiliates.
- 17. Grantee agrees to use its diligent efforts to construct a medical office building on the Property and use its diligent efforts to open a medical office building on the Property within one (1) year after the closing hereunder. In the event that Grantee has not commenced a continuous program of construction of a permanent structure on the Property within ninety (90) days after the date of this Deed, as contained in the aforementioned plans and specifications, Grantor, its successors or assigns, shall have the right and option exercisable at its sole discretion at any time after each date but prior to the date on which such conditions are fulfilled, to repurchase the Property from Grantee for the purchase price paid therefor by Grantee. If Grantee is delayed or prevented from performing any of its obligations as set forth in this subsection (xi) by reason of strike or labor troubles or adverse weather conditions or any cause whatsoever beyond its control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by Grantee. Notwithstanding the



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forgoing, Grantor's rights under this subsection shall expire if not exercised within five (5) years after closing.

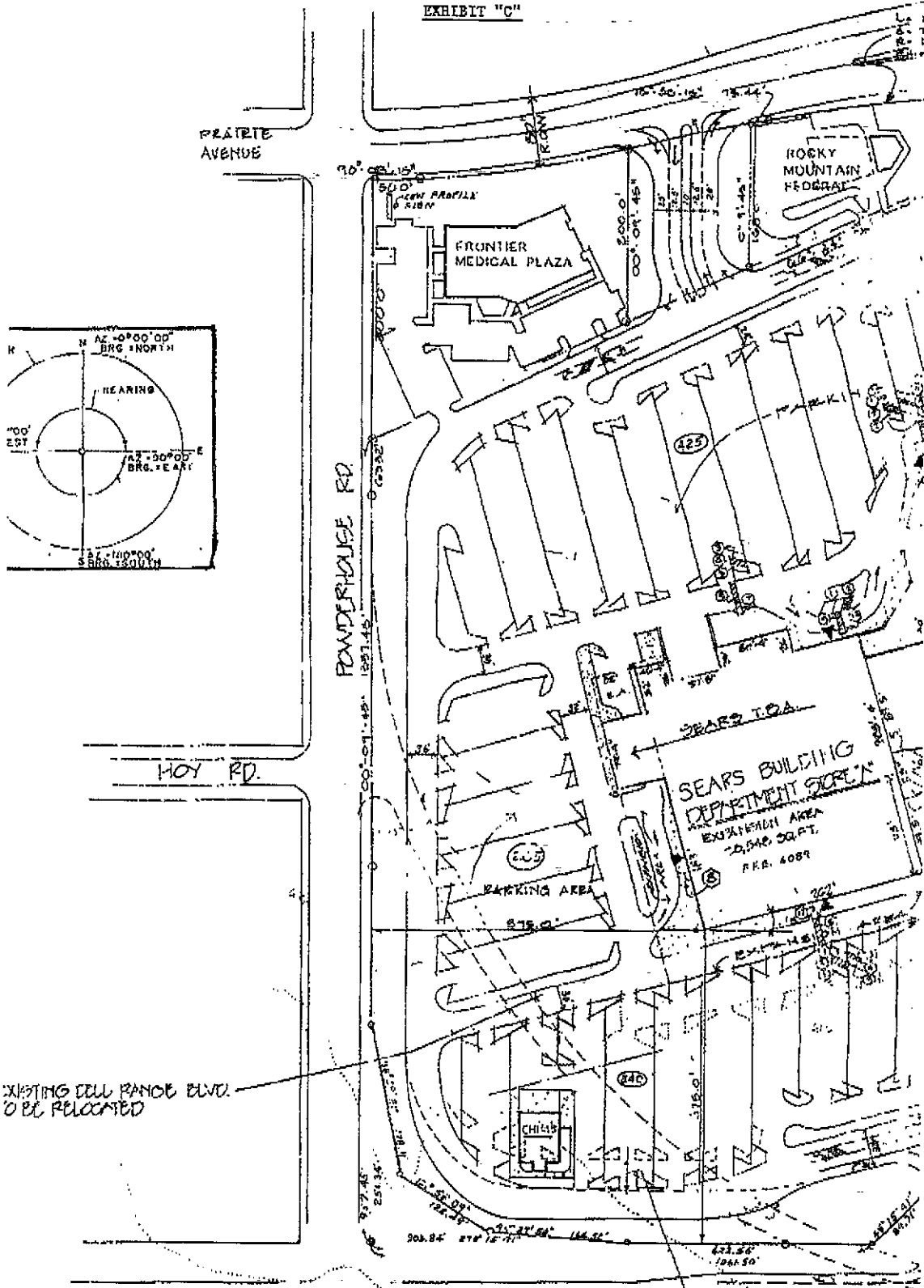
18. In the event Grantee or its successors or assigns or any party or parties claiming under them shall violate or attempt to violate any of the foregoing covenants or restrictions, Grantor, its designee, or its successors and assigns may prosecute any proceedings at law or in equity to enjoin such violation and to recover damages for such violation, including reasonable attorney's fees.

BOOK 1390

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SITE LOCATION MAP

EXHIBIT "C"



EXISTING CELL RANGE ELVD. TO BE RELOCATED

BOOK 1390

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