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COPY TO ASSESSOR

LARAMIE COUNTY CLERK
CHEYENNE, WY.

'95 DEC 21 PM 4 24

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS ("Declaration") is made this 21 day of December, 1995, by and among THE AMERICAN NATIONAL BANK, CHEYENNE, AS TRUSTEE OF THE ROBERT P. McCANN TRUST NO. 2, UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1964 ("American"), DHARAM CORPORATION, a Wyoming corporation ("Dharam"), and NORTH CENTRAL FOOD SYSTEMS INC., a Minnesota corporation ("NCFS"); and

WHEREAS, American is the owner of fee title to a certain parcel of real estate located in the City of Cheyenne, Laramie County, Wyoming, described on Exhibit A attached hereto (the "American Land"); and

WHEREAS, Dharam is the owner of fee title to a certain parcel of real estate located in the City of Cheyenne, Laramie County, Wyoming, described on Exhibit B attached hereto (the "Dharam Land"); and

WHEREAS, NCFS has on the date hereof acquired from American and Dharam fee title to a certain parcel of real estate located in the City of Cheyenne, Laramie County, Wyoming, described on Exhibit C attached hereto (the "NCFS Land"); and

WHEREAS, the parties hereto desire to develop and utilize the American Land, the Dharam Land and the NCFS Land (each hereinafter sometimes referred to as a "Site" and collectively referred to as the "Entire Parcel") as an integrated and unified development; and

WHEREAS, the parties hereto desire to provide various easements for ingress, egress, driveway, utilities in, over, upon, across and through the Entire Parcel and to create certain covenants affecting the development and use of the Entire Parcel (the Site having the benefit of any of the easements or other rights created hereby being referred to as a "Benefitted Site" and the Site over or through which any of the easements or other rights created hereby run being referred to as a "Burdened Site");

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

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ARTICLE I
Definitions

1.01. Easements. The term "Easements" shall mean and refer to Easement No. 1 and Easement No. 2 as granted and defined in Sections 2.01 and 2.02 below.

1.02. Occupant. The term "Occupant" shall mean and include each of the parties hereto, their respective heirs, successors and assigns (including mortgagees) and any person who shall be from time to time entitled to the use and occupancy of space located within the Entire Parcel under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.03. Owner. The terms "Owner" and "Owners" shall mean and refer to each individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding an ownership interest in fee in any part of the American Land, Dharam Land or NCFS Land, as the case may be.

1.04. Permittees. The term "Permittees" shall mean and refer to all Occupants and all customers, employees, licensees and other business invitees of Occupants.

1.05. Parties. The term "parties" shall mean and refer to American, Dharam and NCFS, severally and not jointly.

ARTICLE II
Easements

2.01. Grant of Easement No. 1. American hereby grants to each of Dharam and NCFS, and to each Owner of any part of the Dharam Land or the NCFS Land, the following easement ("Easement No. 1") for use by the Occupants of the Dharam Land and the NCFS Land and their respective Permittees, without payment of any fee or charge, except as otherwise specified herein or agreed in writing among the Owners:

A perpetual, non-exclusive, appurtenant easement in favor of Dharam and NCFS, their successors and assigns, for ingress, egress, access, driveway and utility purposes, over and across that portion of the American Land adjacent to the Dharam Land and the NCFS Land described on Exhibit D attached hereto.

2.02. Grant of Easement No. 2. Dharam hereby grants to NCFS, and to each Owner of any part of the NCFS Land, the following easement ("Easement No. 2") for use by the Occupants of the NCFS Land and their respective Permittees, without payment of any fee or charge, except as otherwise specified herein or agreed in writing among the Owners:

A perpetual, non-exclusive, appurtenant easement in favor of NCFS, its successors and assigns, for ingress, egress, access, driveway and utility purposes, over and across that portion of the Dharam Land adjacent to the NCFS Land described on Exhibit E attached hereto.

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2.03. Release of Prior Easements. Dharam and NCFS hereby agree that the foregoing Easement No. 1 created in favor of Dharam and NCFS and their respective successors, assigns, Occupants and Permittees, are the only easements affecting the American Land, for the benefit of the Dharam Land or the NCFS Land, and all prior easements granted by American or its predecessors in title for the benefit of the Dharam Land or the NCFS Land (including without limitation the easement granted by American to Dharam in that certain instrument dated March 8, 1993 and recorded March 10, 1993 in Book 1339 at Pages 458 through 459 as Document No. 115713) are hereby released to the extent, and only to the extent, affecting portions of the American Land not included within Easement No. 1 granted above. Further, Dharam hereby releases and terminates all prior easements granted by American or its predecessors in title for the benefit of the Dharam Land (including without limitation the easement granted by American to Dharam in that certain instrument dated March 8, 1993 and recorded March 10, 1993 in Book 1339 at Pages 458 through 459 as Document No. 115713) to the extent affecting portions of the NCFS Land.

ARTICLE III
Covenants

3.01. Maintenance and Repair. Each Owner shall, at its sole expense, repair any damage to the Easements resulting from such Owner's negligence or unreasonable use of the Easements, or the negligence or unreasonable use of the Easements by the Occupants of the Site owned by such Owner or their Permittees, or resulting from installation or repair of utilities serving such Owner's Site. Except as provided herein, no Owner shall have the responsibility of providing repair and maintenance for the benefit of another Owner and no Owner undertaking repairs or maintenance for its own benefit shall have any right to reimbursement in whole or in part from any other Owner without the consent of that Owner.

3.02. Initial Improvements to Easements. In the course of constructing its improvements on the NCFS Land, NCFS shall have the right and obligation, at its sole cost and expense, to improve the Easements as determined necessary by NCFS to serve NCFS's proposed use of the NCFS Land, and to construct all improvements to the drives and parking areas on the Dharam Land immediately adjacent to the Easements as necessary to integrate the drives and site improvements on the Easements with those on the Dharam Land; provided, however, that no such improvement shall in any way impair or obstruct existing access to improvements now located on the Dharam Land.

3.03. Limitations. No party shall be entitled to injunctive relief with respect to the construction or location of any improvements on the Easements unless an action for such injunctive relief shall be commenced and filed with the Laramie County District Court, within six (6) months after the improvements are completed.

3.04. American Non-Compete. American agrees that prior to December 20, 2025, it will not permit any portion of the American Land to be used or occupied for purposes of operation of a restaurant under any of the following trade names:

21

McDonalds
Wendy's
Dairy Queen
Rax
Domino's Pizza
Subway

Burger King
Kentucky Fried Chicken
Arby's
Taco Bell
Pizza Hut

American agrees that each and every lease or deed of any portion of the American Land hereafter entered into by American shall contain restrictions prohibiting such uses. American acknowledges and agrees that this covenant shall be specifically enforceable, or NCFS shall be entitled to damages for the breach thereof, or both, and agrees that if this covenant is found unreasonable by any court, the duration and/or scope of this covenant shall be reduced by such court so as to be held reasonable and enforceable.

3.05. Dharam Non-Compete. Dharam agrees that prior to December 20, 2025, it will not permit any portion of the Dharam Land to be used or occupied for purposes of operation of a restaurant under any of the following trade names:

McDonalds
Wendy's
Dairy Queen
Rax
Domino's Pizza
Subway

Burger King
Kentucky Fried Chicken
Arby's
Taco Bell
Pizza Hut

Dharam agrees that each and every lease or deed of any portion of the Dharam Land hereafter entered into by Dharam shall contain restrictions prohibiting such uses. American acknowledges and agrees that this covenant shall be specifically enforceable, or NCFS shall be entitled to damages for the breach thereof, or both, and agrees that if this covenant is found unreasonable by any court, the duration and/or scope of this covenant shall be reduced by such court so as to be held reasonable and enforceable.

3.06. Dharam Sign Parcel. Dharam agrees that the portion of the Dharam Land described on Exhibit F attached hereto shall be used only for a prime sign, including maintenance, replacement and operation, advertising the business operated, from time to time, on the Dharam Land. NCFS, its successors and assigns, shall have the right and easement to use and improve such portion of the Dharam Land described on Exhibit F for driveway and parking purposes only, so long as such use does not interfere with Dharam's use thereof for prime sign purposes (including any landscaping requirements of the City of Cheyenne) and provided NCFS shall maintain such driveway and parking facilities in good condition and repair.

ARTICLE IV
Nature of Easements and Rights Granted

4.01. Appurtenant Easements and Rights. Each and all of the easements and rights

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granted or created herein are appurtenances to the affected portions of the Entire Parcel and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the Benefitted Site shall constitute the dominant estate, and the Burdened Site shall constitute the servient estate.

4.02. Run with the Land. Each and all of the easements, covenants, restrictions and provisions contained in this Declaration:

- (a) Are made for the direct, mutual and reciprocal benefit of the Owners, Occupants and Permittees of the respective Sites;
- (b) Create mutual equitable servitudes upon each parcel in favor of the other Sites;
- (c) Constitute covenants running with the land; and
- (d) Shall bind every person or entity having any fee, leasehold or other interest in any, portion of the Entire Parcel at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

4.03. Successors and Assigns. The acceptance of any transfer or conveyance of title from any party hereto or its respective heirs, representatives, successors or assigns of all or any part of its interest in its Site shall be deemed to:

- (a) Require the prospective grantee to agree not to use, occupy or allow any lessee or occupant of such Site to use or occupy the Site in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and
- (b) Require the prospective grantee to assume and agree in writing to perform each and all of the obligations of the conveying party under this Declaration with respect to any such Site which will be conveyed to each grantee.

Upon such assumption by the new grantee and the service of notice thereof on the Owners of the Benefitted Site, the conveying party shall thereupon be released from any future obligation under this Declaration with respect to the parcel so conveyed to the prospective grantee in compliance with this document, but shall not be relieved from past obligations. The parties hereto agree to execute and deliver any and all documents or assurances necessary or desirable to evidence such release for the purpose of recording or otherwise. When a grantee is a mortgagee, no personal liability or responsibility shall be deemed to be assumed by such mortgagee until and unless such mortgagee actually takes possession of a Site in connection with a mortgage foreclosure action.

ARTICLE V
Enforcement - Injunctive Relief

5.01. Injunctive Relief. In the event of any violation by any party hereto or by any Permittee or Occupant of any part of the Entire Parcel of any of the terms, restrictions, covenants and conditions provided herein, any of the parties, or their respective successors or assigns, as the case may be, shall have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, thirty (30) days' written notice of the violation will be given to all other parties to this Declaration and to the persons or entity guilty of such violation or threatened violation.

5.02. Lien. The parties hereby grant to each other party hereto a lien on the portion of the Entire Parcel owned by such granting party to secure such granting party's obligations (and the obligations of its successors and assigns) to the other parties hereunder (and their respective successors and assigns), such liens to have priority as of the date of recording of this Declaration and to be enforced in the manner provided by statute for the foreclosure of mechanic's liens on real property; provided that such liens shall be subject and subordinate to the lien of any first mortgages now or hereafter placed on any of the Sites, and the lien securing all obligations accruing prior to the expiration of the period of redemption from foreclosure of any such first mortgage shall be extinguished as against the purchaser at the foreclosure sale.

5.03. Notice of Default; Self Help. A party will not be in default under this Declaration unless such party shall have been served with a written notice specifying the default and shall fail to cure such default within thirty (30) days after receipt of such notice, or shall fail to commence to cure the default within such period of time if the default cannot be cured within the said thirty (30) day period, and thereafter, to proceed diligently to complete the curing of the default. In the event either party defaults in its obligations hereunder, then the other party shall have the right, but not the obligation, to cure such default and to enter upon the Site of the defaulting party and upon any easement areas as reasonably necessary to cure such default; and the defaulting party shall, upon demand, pay all costs incurred by the non-defaulting party in curing such default.

5.04. No Right of Termination. It is expressly agreed that no breach of this Declaration shall entitle any party to cancel, rescind or otherwise terminate this Declaration, but this limitation shall not affect, in any manner, any other rights or remedies which the parties may have by reason of any breach of this Declaration.

ARTICLE VI
Mutual Indemnification

6.01. Each party, with respect to its Site, shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indemnify, defend and hold each other party harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not

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limited to, costs and reasonable attorneys' fees) arising out of or in any way related to the negligence or intentional misconduct by such party or the failure by such party to maintain its Site in accordance with this Declaration. Each party shall give each other party prompt and timely notice of any claim made or suit or action commenced which, in any way could result in indemnification hereunder. Each party shall obtain and maintain comprehensive general liability insurance (which may be blanket average including other properties) covering injuries to persons and property on, in or about its Site, including the Easements, with a single limit of not less than One Million Dollars (\$1,000,000). All such policies of insurance shall be issued by responsible insurance companies authorized to do business in the State of Wyoming, and all such policies shall contain a waiver of the right of subrogation against the non-insured parties.

ARTICLE VII
Miscellaneous

7.01. Perpetual Duration. The easements, covenants, restrictions and other provisions of this Declaration shall be of perpetual duration, except as expressly stated herein.

7.02. Amendment and Termination. This Declaration, or any easement, covenant, restriction or undertaking contained herein, may be terminated, extended or amended as to each of the portions of the Entire Parcel only by the recording of the appropriate document in the office of the Recorder of Laramie County, Wyoming, which document must be executed by all of the Owners and mortgagees of each Benefitted Site and Burdened Site with reference to the particular Easement or covenant being terminated, extended or amended, and other holders, as of the date of such document, of recorded interests in the Benefitted Site and Burdened Site affected thereby.

7.03. No Dedication. Nothing contained in this Declaration shall, or shall be deemed to, constitute a gift or dedication of any portion of the Entire Parcel to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration will be strictly limited to and for the purposes expressed herein.

7.04. Recording. A fully executed counterpart of this Declaration shall be recorded in the real estate records of Laramie County, Wyoming.

7.05. Benefit. This Declaration shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, representatives, successors and assigns.

7.06. Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed, as or constitute a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

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7.07. Severability. If any term or provision of this Declaration shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

7.08. Applicable Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Wyoming.

7.09. Counterparts. This Declaration shall be executed in several counterparts, each of which shall be deemed an original.

7.10. Notices. All notices under this Declaration shall be effective if personally-delivered (by courier service or otherwise) or if mailed certified mail, return receipt requested, to the following addresses, or such other addresses as may be designated by the parties by similar notice given not less than ten (10) days prior to the effective date of the change of address:


A. If to American: American National Bank Trust Department
1912 Capitol Avenue
Cheyenne, Wyoming 82001
Attention: Leroy Harvey

B. If to Dharam: Dharam Corporation
3839 East Lincolnway
Cheyenne, Wyoming 82001
Attention: Sam Patel

B. If to NCFS: North Central Food Systems Inc.
2901 Metro Drive - Suite 330
Minneapolis, MN 55425
Attention: President

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the day and year first above written.

THE AMERICAN NATIONAL BANK,
CHEYENNE, AS TRUSTEE OF THE
ROBERT P. McCANN TRUST NO. 2
UNDER TRUST AGREEMENT DATED
SEPTEMBER 1, 1964

By: 
Vice President and Trust Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

(21)

DHARAM CORPORATION

By: Suresh C. Patil
Its Pres

NORTH CENTRAL FOOD SYSTEMS INC.

By: William P. Lawrence
Its C.F.O.

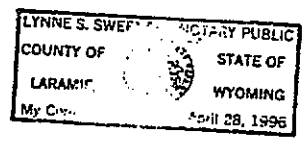
[SIGNATURE PAGE TO DECLARATION OF EASEMENTS, COVENANTS AND
RESTRICTIONS]

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BOOK 1413

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 19th day of December, 1995, by Leroy C. Harvey, Vice President and Trust Officer of The American National Bank, Cheyenne, a National banking association, as Trustee of The Robert P. McCann Trust No. 2, under Trust Agreement dated September 1, 1964, on behalf of the association.



Lynne S. Sweeney
Notary Public
My Commission Expires: April 28, 1996

STATE OF Wyoming)
) ss
COUNTY OF Laramie)

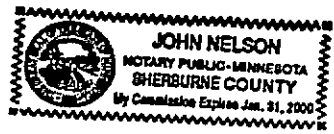
The foregoing instrument was acknowledged before me this 20th day of December 1995, by Suresh C. Patel the President of Dharam Corporation, a Wyoming corporation, on behalf of the corporation.



[Signature]
Notary Public
My Commission Expires: January 7, 1996

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 15th day of December, 1995, by William P. Henneman the C.F.O. of North Central Food Systems Inc., a Minnesota corporation, on behalf of the corporation.



[Signature]
Notary Public
My Commission Expires: 1-31-2000

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EXHIBIT A

American Land

All that portion of the NW1/4SW1/4 of Section 34 T. 14 N., R. 66 W. of the 6th P.M., Wyoming, being described by metes and bounds as follows:

Beginning at a point on the west boundary of said Section 34 from which the west quarter corner hereof bears N.00°08'36"E. a distance of 19.52 feet; thence N.88°09'18"E. a distance of 429.94 feet to a point on a circular curve concave to the southwest, the radius of which is 166.16 feet; thence along said curve through a central angle of 91°48'03" a distance of 266.23 feet; thence S.00°02'39"E. a distance of 177.57 feet; then S.89°57'21"W a distance of 233.57 feet, more or less, to a point on the southeast boundary of Block 2 in the McCann Addition to the City of Cheyenne, Laramie County, Wyoming; thence N.46°43'36"E. along the southeast boundary of said Block 2 a distance of 125.59 feet to a point on a circular curve concave to the southwest the radius of which is 80.00 feet and at which point a line tangent to said curve bears N.46°42'36"E.; thence along said curve, said curve also being the northeast boundary of said Block 2, through a central angle of 145°12'30" a distance of 202.75 feet; thence S.81°30'06"W. along the northerly boundary of said Block 2 a distance of 397.0 feet to a point on the west boundary of said Section 34; thence N.00°08'36"E. along the west boundary of said Section 34 a distance of 165.43 feet, more or less, to the point of beginning.

EXCEPT that portion described as follows:

Commencing at a point on the west boundary of said Section 34 from which the west quarter corner thereof bears N.00°08'36"E., a distance of 19.52 feet; thence N.88°09'18"E. along the southerly right-of-way line of East Lincolnway Highway, a distance of 300.00 feet to the point of beginning of the parcel to be described; thence continuing N.88°09'18"E. along the southerly right-of-way line of East Lincolnway Highway, a distance of 129.94 feet to a point on a circular curve concave to the southwest, the radius of which is 166.16 feet; thence along said curve (the long chord of which bears S.45°56'40"E. a distance of 238.65 feet), being the southerly right-of-way line of East Lincolnway Highway and the westerly right-of-way line of Ridge Road, through a central angle of 91°48'03", a distance of 266.23 feet; thence S.00°02'38"E. along the westerly right-of-way line of Ridge Road, a distance of 177.57 feet to a point on the northerly line of "Parcel No. 6" as described in that certain Quit Claim Deed dated December 4, 1980 from the Wyoming State Highway Commission to the City of Cheyenne, recorded as Reception No. 603764; thence S. 89°57'21"W. along the northerly boundary of said Block 2 in the McCann Addition to the City of Cheyenne, Laramie County, Wyoming; thence N.46°44'09"E., along the southeast boundary of said Block 2, a distance of 125.47 feet to a point on a circular curve concave to the southwest the radius of which is 80.00 feet and at which point a line tangent to said curve bears N.46°42'36"E.; thence along said curve, said curve also being the northeast boundary of said Block 2, through a central angle of 145°12'30", a distance of 202.75 feet; thence S.81°30'49"W., along the northerly boundary of said Block 2, a distance of 89.08 feet; thence N.01°50'42"W., a distance of 129.67 feet to the point of beginning.

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EXHIBIT B

Dharam Land

All of Block 2, McCann Addition to the City of Cheyenne, Laramie County, Wyoming.

EXCEPT that portion described as follows:

Commencing at a point on the west boundary of Section 34, T.14N., R.66W. of the 6th P.M., from which the west quarter corner thereof bears N.00°08'36"E., a distance of 19.52 feet; thence N.88°09'18"E., along the southerly right-of-way line of East Lincolnway Highway, a distance of 300.00 feet; thence S.01°50'42"E., a distance of 129.67 feet to a point on the northerly line of said Block 2 and the point of beginning of the parcel to be described; thence N.81°30'49"E., along said northerly line, a distance of 89.08 feet; thence easterly, southerly and westerly, a distance of 202.75 feet along a curve concave to the southwest, said curve also being the northeasterly boundary of said Block 2, having a radius of 80.00 feet and a central angle of 145°12'30" (chord bearing of S.25°53'39"E., 152.68 feet); thence S.46°44'09"W., along the southeasterly line of said Block 2, a distance of 125.47 feet to the northwesterly corner of "Parcel No. 6" as described in that certain Quit Claim Deed dated December 4, 1980 from the Wyoming State Highway Commission to the City of Cheyenne, recorded as Reception No. 603764; thence S.89°57'21"W., a distance of 56.70 feet; thence N.01°50'42"W., a distance of 179.73 feet; thence N.88°09'18"E., a distance of 23.20 feet; thence N.01°50'42"W., a distance of 26.45 feet; thence S.88°09'18"W., a distance of 23.20 feet; thence N.01°50'42"W., a distance of 4.22 feet to the point of beginning.

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BOOK 1413

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EXHIBIT C

NCFS Land

PARCEL A

All that portion of the NW¼SW¼ of Section 34, T.14N., R.66W. of the 6th P.M., City of Cheyenne, Laramie County, Wyoming, being described by metes and bounds as follows:

Commencing at a point on the west boundary of said Section 34 from which the west quarter corner thereof bears N.00°08'36"E., a distance of 19.52 feet; thence N.88°09'18"E. along the southerly right-of-way line of East Lincolnway Highway, a distance of 300.00 feet to the point of beginning of the parcel to be described; thence continuing N.88°09'18"E. along the southerly right-of-way line of East Lincolnway Highway, a distance of 129.94 feet to a point on a circular curve concave to the southwest, the radius of which is 166.16 feet; thence along said curve (the long chord of which bears S.45°56'40"E. a distance of 238.65 feet), being the southerly right-of-way line of East Lincolnway Highway and the westerly right-of-way line of Ridge Road, through a central angle of 91°48'03", a distance of 266.23 feet; thence S.00°02'38"E. along the westerly right-of-way line of Ridge Road, a distance of 177.57 feet to a point on the northerly line of "Parcel No. 6" as described in that certain Quit Claim Deed dated December 4, 1980 from the Wyoming State Highway Commission to the City of Cheyenne, recorded as Reception No. 603764; thence S. 89°57'21"W. along the northerly boundary of said Parcel No. 6, a distance of 233.57 feet, more or less, to a point on the southeast boundary of Block 2 in the McCann Addition to the City of Cheyenne, Laramie County, Wyoming; thence N.46°44'09"E., along the southeast boundary of said Block 2, a distance of 125.47 feet to a point on a circular curve concave to the southwest the radius of which is 80.00 feet and at which point a line tangent to said curve bears N.46°42'36"E.; thence along said curve, said curve also being the northeast boundary of said Block 2, through a central angle of 145°12'30", a distance of 202.75 feet; thence S.81°30'49"W., along the northerly boundary of said Block 2, a distance of 89.08 feet; thence N.01°50'42"W., a distance of 129.67 feet to the point of beginning

PARCEL B

A portion of Block 2, McCann Addition to the City of Cheyenne, Laramie County, Wyoming more particularly described as follows:

Commencing at a point on the west boundary of Section 34, T.14N., R.66W. of the 6th P.M., from which the west quarter corner thereof bears N.00°08'36"E., a distance of 19.52 feet; thence N.88°09'18"E., along the southerly right-of-way line of East Lincolnway Highway, a distance of 300.00 feet; thence S.01°50'42"E., a distance of 129.67 feet to a point on the northerly line of said Block 2 and the point of beginning of the parcel to be described; thence N.81°30'49"E., along said northerly line, a distance of 89.08 feet; thence easterly, southerly and westerly, a distance of 202.75 feet along a curve concave to the southwest, said curve also being the northeasterly boundary of said Block 2, having a radius of 80.00 feet and a central angle of 145°12'30" (chord bearing of S.25°53'39"E., 152.68

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feet); thence S.46°44'09"W., along the southeasterly line of said Block 2, a distance of 125.47 feet to the northwesterly corner of "Parcel No. 6" as described in that certain Quit Claim Deed dated December 4, 1980 from the Wyoming State Highway Commission to the City of Cheyenne, recorded as Reception No. 603764; thence S.89°57'21"W., a distance of 56.70 feet; thence N.01°50'42"W., a distance of 179.73 feet; thence N.88°09'18"E., a distance of 23.20 feet; thence N.01°50'42"W., a distance of 26.45 feet; thence S.88°09'18"W., a distance of 23.20 feet; thence N.01°50'42"W., a distance of 4.22 feet to the point of beginning.

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EXHIBIT D

Easement No. 1

An easement for ingress, egress, access and driveway purposes across a portion of the NW ¼ of the SW ¼ of Section 34, T.14N., R.66W. of the 6th P.M., City of Cheyenne, Laramie County, Wyoming, more particularly described as follows:

Commencing at a point on the west boundary of said Section 34 from which the west quarter thereof bears N.00°08'36"E., a distance of 19.52 feet; thence N.88°09'18"E., a distance of 228.91 feet to the point of beginning of the easement to be described; thence continuing N.88°09'18"E. along the Southerly right-of-way line of East Lincolnway Highway, a distance of 71.09 feet; thence S.01°50'42"E., a distance of 129.67 feet to the north line of Block 2, McCann Addition to the City of Cheyenne; thence S.81°30'49"W., along said north line, a distance of 51.04 feet; thence N.05°10'03"W., a distance of 43.86 feet; thence N.09°54'33"W., a distance of 61.47 feet; thence N.18°27'21"W., a distance of 32.27 feet to the point of beginning.

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BOOK 1413

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EXHIBIT E

Easement No. 2

An easement for ingress, egress, access and driveway purposes across a portion of Block 2, McCann Addition to the City of Cheyenne, Laramie County, Wyoming, more particularly described as follows:

Commencing at a point on the west boundary of Section 34, T.14N., R.66W. of the 6th P.M., from which the west quarter corner thereof bears N.00°08'36"E., a distance of 19.52 feet; thence N.88°09'18"E. along the southerly right-of-way line of East Lincolnway Highway, a distance of 300.00 feet; thence S.01°50'42"E., a distance of 129.67 feet to the point of beginning of the easement to be described; thence S.01°50'42"E., a distance of 210.40 feet; thence N.89°57'21"E., a distance of 56.70 feet to a point on the southeasterly line of said Block 2 also being the northwest corner of "Parcel No. 6" as described in that certain Quit Claim Deed dated December 4, 1980 from the Wyoming State Highway Commission to the City of Cheyenne, recorded at Reception No. 603764; thence S.46°44'09"W., along said southeasterly line of Block 2, a distance of 87.60 feet to the southwest corner of said Parcel No. 6; thence S.89°57'21"W., a distance of 31.00 feet; thence N.01°50'42"W., a distance of 264.51 feet to a point on the northerly line of said Block 2; thence N.81°30'49"E., along said northerly line, a distance of 40.27 feet to the point of beginning.

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EXHIBIT F

Dharam Sign Parcel

A portion of Block 2, McCann Addition to the City of Cheyenne, Laramie County, Wyoming more particularly described as follows:

Commencing at a point on the west boundary of Section 34, T.14N., R.66W. of the 6th P.M., from which the west quarter corner thereof bears N.00°08'36"E., a distance of 19.52 feet; thence N.88°09'18"E., along the southerly right-of-way line of East Lincolnway Highway, a distance of 300.00 feet; thence S.01°50'42"E., a distance of 129.67 feet to a point on the northerly line of said Block 2; thence continuing S.01°50'42"E., a distance of 4.22 feet to the point of beginning of the parcel to be described; thence N.88°09'18"E., a distance of 23.20 feet; thence S.01°50'42"E., a distance of 26.45 feet; thence S.88°09'18"W., a distance of 23.20 feet; thence N.01°50'42"W., a distance of 26.45 feet to the point of beginning.

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1657