

10/13/82

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ARDIS W. SCHMITT
El Paso County Clerk & Recorder

BOOK 3621 PAGE 592

COVENANTS FOR OPERATION,
MAINTENANCE AND RECIPROCAL EASEMENTS

10.00

THIS AGREEMENT is made this 15th day of February,
1982 by WALDORF ASSOCIATIONS, (WALDORF), a Texas Limited Partner-
ship, with its principal place of business at 4500 South Pinemont,
Houston, Texas, 77040

W I T N E S S E T H:

WHEREAS, WALDORF is the owner of those certain tracts of
land more fully described in Exhibits A, B, C & D, attached
hereto. The said four (4) tracts of land are designated as
Parcels A, B, C and D, respectively, being located in the
County of El Paso, State of Colorado, and hereinafter some-
times referred to collectively as the "Shopping Center" or
the "Entire Premises" and depicted on the plot plan attached
hereto as Exhibit F and made a part hereof; and

WHEREAS, the Entire Premises are more fully described on
Exhibit E attached hereto, and made a part hereof; and

WHEREAS, CIMARRON CORPORATION OF AMERICA, a Delaware Corpor-
ation, is the holder of a Deed of Trust concerning a portion of the
property, recorded May 12, 1980 in Book 3310, at Page 370, and who
are willing to subordinate their lien to these Covenants for
Operating, Maintenance and Reciprocal Easements.

WHEREAS, ALLIED BANK OF TEXAS, a Texas Corporation is the
holder of a Deed of Trust concerning a portion of the property
recorded March 11, 1982, in Book 3541, Page 62,
and is willing to subordinate its lien to these Covenants for
Operation, Maintenance and Reciprocal Easements;

WHEREAS, WALDORF will execute a Lease with respect to Parcel
A with K MART CORPORATION (K MART), a Memorandum of which Lease
will be recorded in the office of the County Clerk, El Paso County,
Colorado, and WALDORF hereby grants unto said Tenants all of the
rights, privileges and easements herein created for the benefit
of Parcels A, B, C and D; and the K MART CORPORATION is willing
to consent to this Covenants for Operation, Maintenance and
Reciprocal Easements by executing said consent; and

WHEREAS, WALDORF may lease and/or sell Parcels B, C and D to other tenants and/or owners and WALDORF, K MART and future owners are hereinafter sometimes referred to collectively as "The Parties"; and,

WHEREAS, The Parties desire to subject each and every portion of the Entire Premises to the covenants, conditions and restrictions hereinafter set forth, and to provide for certain rights and easements in order that each owner, their tenants, subtenants and concessionaires, and the suppliers, customers, patrons, employees, and invitees thereof may freely use the Common Areas (as hereinafter defined) for the parking of automobiles and other light vehicles of transportation, and for the ingress and egress of pedestrians and such automobiles and other vehicles to the commercial areas of the Shopping Center.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, The Parties agree as follows:

1. Uses and Restrictive Covenants.

1.1 Commercial Purposes. The Shopping Center shall be used for commercial purposes only. Such purposes shall be limited to the construction, leasing, operation and maintenance of mercantile, business, service and professional establishments, and related facilities such as the Shopping Center Common Area.

1.2 Building Areas. For the purpose of this Agreement, the Shopping Center is divided into two (2) categories which relate to use, and are referred to herein as "Building Area" and "Common Area", respectively. The construction, establishment and maintenance of buildings upon the Shopping Center shall be confined within the Building Area designated on the Site Plan. Buildings will be limited to one story in height, not to exceed 18 feet in height. A mezzanine or balcony shall not be considered a second story.

1.3 Common Area. "Common Area" includes all of the areas within the Shopping Center to be used in common for the benefit of the Parcels and the owners and occupants of every part thereof or interest therein. Common Area includes all areas with-

in the Shopping Center not from time to time improved with buildings. (Building area includes loading docks, trash and trash pads). The Common Area of the Shopping Center is shown on the Site Plan.

2. Easements.

2.1 Use of Common Area. The Common Area shall be used only for the following purposes related to the businesses and activities conducted in the Shopping Center and each party hereto grants to the other party non-exclusive easements for use of its Parcel, as follows:

(a) The parking of passenger vehicles and the pedestrian and vehicular traffic of persons, firms or entities who possess or occupy the Shopping Center, or any part thereof or space therein, whether as owners, lessees, sublessees or concessionaires (but only during such period of possession and occupancy) including such use by their officers, directors, employees, agents, contractors, customers, invitees and licensees (all of said persons entitled to use Common Area being referred to herein as "Entitled Users");

(b) Ingress and egress by any Entitled User, and the vehicles thereof, to any and from any portion of the Common Area and the public streets adjacent to the Common Area.

(c) The installation, maintenance and operation, within the confines of the Common Area of public utilities services and appurtenances necessary for servicing the Building and Common Areas, all of which shall, whenever reasonably feasible, be below the surface of the finished paving or above ground improvements. Any of the foregoing permitted installations which are located above the surface shall be located so that there shall be an unimpeded access for vehicles and trucks to and from the loading areas of the Building Area and to and from the public streets to the loading areas of the Building Area;

(d) The construction, maintenance, repair, replacement, rearrangement and construction of parking sites or stalls, sidewalks, ramps, driveways, lanes, curbs, gutters, traffic

control areas, signals, traffic islands, traffic and parking, lighting facilities, planters, planting boxes, edgers, sprinklers, valves and landscape shrubery which shall not substantially affect or change the Common Area as shown on the Site Plan; and provided, that any activity hereby permitted shall require the consent of the owner of the Parcel upon which the same is to be done, and K MART so long as it is a Tenant of Parcel A, or has a leasehold interest in Parcel A, which consent shall not be unreasonably withheld;

(e) The ingress, egress, and temporary parking of delivery and service trucks and vehicles to and from the Building Area or any portion thereof and the public streets adjacent to the Shopping Center, for the delivery of goods, wares, merchandise, furniture, fixtures, supplies and equipment, and the rendition of services to any Entitled User;

(f) The installation, repair, replacement and maintenance of (i) building foundations; (ii) building canopies and canopy support columns; and (iii) pilasters or other building columns or pillars from any Building Area, over, onto and in the pedestrian sidewalks, the Common Area and Building Area;

(g) The temporary use (including erection of ladders, scaffolding and store front barricades) during periods of construction, remodeling or repair, and ingress and egress for vehicles transporting construction materials and equipment and use thereof by construction equipment, upon the conditions, however, that all construction, remodeling or repair of buildings and building appurtenances is diligently performed and such ladders, scaffolding and barricades are promptly removed upon completion of such work.

2.2 Description of Easements. Each owner, pursuant to this Paragraph 2, grants to the other owner an easement to the Parcel owned by the grantor of such easement; and, in each instance, such easement shall be non-exclusive for the use in common with grantee, and the Entitled Users of its Parcel.

2.3 Utility Easements.

(a) Each party shall have the right and easement, at the expense of the party benefited thereby, to connect to and continually use, for the benefit of its Parcel, any and all storm drains, utility lines, sewers, and other services which have previously been installed in, to, under, upon and over the Common Area of the other party.

(b) None of the parties or their tenants shall interfere with such storm drains, utility lines, sewers and other services on their respective Parcels if such interference would disrupt the orderly development and operation of the business to be conducted on any other party's Parcel, except for the relocation thereof and the necessary maintenance and repair thereof after reasonable notice of the nature and extent of such relocation, maintenance and repair given to the other party. In the event such notice is given, the other affected parties shall have the option to require that such relocation, maintenance and repair be carried on at such times as would minimize the disruption of the orderly development and operation of the other party's Common Area or Building Area, in which event such benefitted party shall bear the cost of any overtime pay or other additional expense necessitated by such request.

(c) In the event it is necessary for any party to cause the installation of a storm drain, utility line or sewer line across the Common Area located on the Parcel of another party subsequent to the initial paving and improving of such Common Area, the other party shall not unreasonably withhold the granting of an additional easement or easements for such purpose; provided, however, that such easement or easements shall not unreasonably interfere with normal operation of the business of such other party, and the party benefitted thereby shall bear all costs related to the creation of such easement. Any such work of installation shall be conducted at such times and in such manner as to minimize the

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interference with normal operations of the business of such other party, and any additional expense caused to minimize interference shall be borne by the party benefitting from such installation; provided, however, that neither party shall be obligated to pay or incur overtime labor costs to complete any such installation unless the installation is conducted during the premium business time of thirty (30) days prior to Easter or thirty (30) days prior to Christmas.

2.4 No Walls, Fences or Barriers. No walls, fences or other barriers shall be constructed or erected in the Shopping Center which would prevent or impair the use or exercise of the foregoing easements or the free access of pedestrians and vehicular traffic between the various Parcels; provided, however, that curb stops, or such other reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic, may be installed so long as the access driveways are not closed or blocked. The Parties specifically reserve the right to close, temporarily, all or any portion of the said easement areas as may be deemed legally necessary and sufficient to prevent a dedication thereof or an accrual of any rights in any person other than as aforesaid or in the public generally therein. Any such temporary closing shall, however, be further subject to the reasonable consent of the owners of the Entire Premises and K mart Corporation while it is a Tenant of Parcel A, or has a leasehold interest in Parcel A.

3. Maintenance/Taxes.

3.1 Common Area Maintenance. Each owner, at its own cost and expense, shall maintain, or cause to be maintained, the Common Area on its respective parcel, unless the parties by separate written agreement provide for sharing expenses and responsibilities of such Common Area maintenance. The Common Area of each Parcel shall at all times be maintained in a safe, sightly and serviceable condition and repair, said maintenance to include but not be limited to the following:

(a) Maintaining the surfaces in a smooth and evenly covered condition with the type of surfacing material originally installed, or such substitute as shall in all respects be equal in quality, use and durability;

(b) Removing all standing water, papers, debris, filth and refuse and thoroughly sweeping the Common Area to the extent reasonably necessary to keep the Common Area in a clean and orderly condition;

(c) Placing, keeping in repair and replacing any appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, when necessary, such parking lot lighting facilities as shall reasonably be required;

(e) Maintaining all landscaped areas and repairing automatic sprinkler systems or water lines in the Common Area and making replacements of shrubs and other landscaping as is necessary, and

(f) Maintaining and repairing any and all common storm drains, utility lines, sewers and other utility systems and services which are necessary for the operation of the building and improvements within the Shopping Center.

3.2 Building Maintenance. All buildings constructed within the Shopping Center shall be maintained in a good and serviceable condition and in accordance with all applicable governmental rules and regulations. In the event a building is damaged or destroyed (partially or totally) by fire, the elements, or any other casualty, the owner of the parcel on which such building is located shall either (i) cause such building to be promptly repaired, rebuilt and restored as nearly as practicable to its condition just prior to such damage or destruction; or (ii) promptly raze said building and cause the former building area to be paved, marked, lighted, drained and maintained in accordance with the terms of this Agreement until such time as the owner, at its option, elects to reconstruct the building in accordance with the terms of this agreement.

3.3 Property Taxes. The owners and their respective successors in interest shall pay, or cause to be paid, unless otherwise required by the terms of any lease, directly to the Tax Collector, prior to delinquency, all real property taxes and other special taxes and assessments which may be levied or assessed against the parcel owned by said party, including any assessments attributable to its appurtenant interests created by this Agreement, subject to the right of any party to contest such taxes and assessments in the manner provided by law.

4. Parking Ratio.

The owners of all or any portion of the Shopping Center shall maintain, within its respective Parcel, the number of automobile parking spaces of the size and configuration shown on the Site Plan, or not less than five (5) automobile parking space for each one thousand (1,000) square feet of total building floor area, including all basements and mezzanines and none of the parties shall alter or rearrange the Common Area on its Parcel from and after the completion of construction without the prior written consent of the other owners and K MART so long as it is a Tenant of Parcel A, or has a leasehold interest in Parcel A.

5. Insurance/Indemnification.

Each owner (and/or tenant if obligated to do so pursuant to any lease) of a parcel shall purchase and maintain on its own parcel comprehensive liability insurance covering injuries to person or property within the area of its respective parcel in the amount of at least Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) with respect to injuries to any one person; and in the amount of at least One Million and No/100 Dollars (\$1,000,000.00) with respect to any one accident; and in the amount of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) with respect to damage to property, and shall indemnify, hold harmless and defend the other party or parties from damages arising out of any accident occurring on its parcel except where caused by negligence of the other party or parties.

6. Condemnation.

In the event of condemnation by a duly constituted authority for a public or quasi-public use of all or any part of the Entire Premises, that portion of the award attributable to the value of any land and improvements so taken shall be payable only to the owner in fee, as the case may be with respect to the portion condemned, and no claim thereon shall be made by other owners of any other portion of the Entire Premises, provided, however, all other owners and tenants of the Entire Premises may file collateral claims with the condemning authority, over and above the value of the land and improvements so taken, to the extent of any damage suffered to their respective interests resulting from the severance of the appurtenant property or utility easements and facilities so taken, provided further, however, that the owner in fee of the portion of the premises so condemned shall, if feasible, promptly cause the remaining portion of the Building Area and Common Area so owned by such owner to be repaired and restored as near as practicable to the condition of same immediately prior to such condemnation. In the event an owner determines that it is impractical to rebuild any building so taken by condemnation proceedings, such building shall be promptly razed, and the building area site cleared, cleaned, graded and fenced at such owner's expense.

7. General Provisions.

7.1 Negation of Partnership. None of the terms or provisions hereof shall be deemed to create a partnership between or among The Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures, or members of any joint enterprise.

7.2 Covenants Shall Run With The Land. All of the agreements, rights, covenants and grants of easements contained in this Agreement shall be binding upon and inure to the benefit of The Parties hereto, their respective heirs, successors (by merger,

consolidation, or otherwise), assigns, devisees, administrators, representatives, lessees and all other persons acquiring said land or any part thereof, whether by operation of law or in any manner whatsoever.

7.3 Termination; Amendment. This Agreement shall continue for a period of seventy-five (75) years from the date hereof and may be cancelled, changed, modified or amended in whole or in part only by written and recorded agreement executed by all of the record owners of the Entire Premises and K Mart Corporation while it is a Tenant of Parcel A, or has a leasehold interest in Parcel A.

7.4 Enforcement.

(a) In the event of a default or breach in the performance of any of the obligations or agreements hereunder, any owner, tenant or mortgagee shall have the right, but not the obligation, to cure such default for the account of and at the expense of the defaulting party, and the party curing such default shall have the right to recover from the defaulting party, all costs and other sums expended in connection therewith, plus interest thereon at the maximum legal rate.

(b) All costs and expenses of curing any default hereunder and interest on said amounts at the maximum legal rate pursuant to subparagraph (a) above, and all costs and expenses of any suit or proceedings, including attorney's fees shall be assessed against the defaulting party or person and shall constitute a lien against the real property or the interest therein of such party or person until paid, effective upon recording a notice thereof in the office of the County Recorder. No person or party, nor its partners, shareholders, officers, executors, transferees, heirs, successors and assigns shall be personally liable for a default in the obligations imposed by the terms of this Agreement requiring the payment of monetary sums. No deficiency or other monetary judgment shall be sought against said owner or owners or its partners, whether general and/or limited, the assets of

the partnership, shareholders, officers, executors, transferees, heirs, successors and assigns, in any action or proceeding brought because of a default hereunder. Any such lien shall be subordinate to any bona fide mortgage or Deed of Trust encumbering any portion of the property of the defaulting party or person, except if the defaulting party or person is a lessee (who shall have been given written notice of the default) such lien shall not be subordinate to said Lease, and any Purchaser at any foreclosure or trustee's sale (as well as any grantee by Deed in lieu of foreclosure or trustee's sale) under any such mortgage or Deed of Trust shall take title free from any such lien, but otherwise subject to all of the provisions of this Agreement, which run with the land. Subject to the provisions hereof, in the event of a default, any owner, tenant or mortgagee may seek full and adequate relief by injunction and/or such other legal and equitable remedies as may be available.

7.5 Severability. In validation of any of the covenants, conditions, restrictions or other provisions contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

7.6 Headings. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification only, and shall not be deemed to limit, expand or define the contents of their respective sections or paragraphs.

7.7 Minimization of Damages In all situations arising under this Agreement, all parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

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BOOK 3621 PAGE 603

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

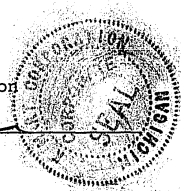
WALDORF ASSOCIATES, a Texas Limited Partnership, by WALTERS INVESTMENTS, a Texas Limited Partnership, General Partner

By: *[Signature]*
ROLAND E. WALTERS, General Partner

CONSENTED TO BY:

K MART CORPORATION, a Michigan Corporation

By: *[Signature]*
J. Johnson
Vice President



APPROVED
[Signature]

ATTEST:
[Signature]
C. E. Lotzar, Jr.
Assistant Secretary

CIMARRON CORPORATION OF AMERICA, a Delaware Corporation

By: *[Signature]*
Secretary



ATTEST:
[Signature]
office secretary

ALLIED BANK OF TEXAS, a Texas Corporation

By: *[Signature]*
FRANK J. [Signature] VICE PRESIDENT

ATTEST:
[Signature]

10/13/82

THE STATE OF TEXAS
COUNTY OF HARRIS

X
X

BOOK 3621 PAGE 607

BEFORE ME, the undersigned authority, on this day personally appeared ROLAND E. WALTERS, the General Partner of WALTERS INVESTMENTS, a Texas Limited Partnership, the General Partner of WALDORF ASSOCIATES, a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State this 15th day of February, 1982.

Mary E. Lanigan
NOTARY PUBLIC in and for the
STATE OF T E X A S

My commission expires:
11-10-84

MARY E. TREMPER
Notary Public, State of Texas
My Commission Expires November 10, 1984
Bonded by Cravens, Warren Co., Lawyers Surety Corp.



STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

I do hereby certify that on this 8th day of June, 1982, before me, Margaret T. Grant, a Notary Public in and for the State aforesaid, and duly commissioned, personally appeared J. P. JOHNSON and C. E. LOTZAR, JR., known to me to be the Vice President and Assistant Secretary of K Mart Corporation, who, being by me duly sworn did depose and say that they reside in Birmingham, Michigan; that they are the Vice President and Assistant Secretary respectively of K Mart Corporation, the Corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that, on behalf of said corporation and by order of its board of directors, they signed, sealed and delivered said instrument for the uses and purposes therein set forth, as its and their free and voluntary act; and that they signed their names thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and affixed my official seal the day and year in this certificate first above written.

Margaret T. Grant
Notary Public in and for
OAKLAND COUNTY, MICHIGAN



My commission expires:
MARGARET T. GRANT
Notary Public, Oakland County, Mich.
My Commission Expires May 29, 1985

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BOOK 3621 PAGE 605

STATE OF DELAWARE COLORADO #
COUNTY OF El Paso #

BEFORE ME, the undersigned authority, on this day personally appeared Paula Biles, known to me to be the Sec - Treasurer of CIMARRON CORPORATION OF AMERICA, a Delaware Corporation, who, being duly sworn, did acknowledged to me that he executed the foregoing instrument in his capacity and as the free act and deed of said Corporation, and for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at said County and State this 5th day of March, 1982.

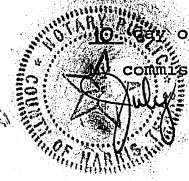


Elaine Coleman
NOTARY PUBLIC in and for the
County of El Paso,
State of Delaware COLORADO

My commission expires:
June 6, 1982

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority on this day personally appeared Charles O. Kelly, Vice President of ALLIED BANK OF TEXAS, a Texas Banking Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said banking corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16th day of March, 1982.

My commission expires:
July 02, 1984

Olivia Kelly
NOTARY PUBLIC in and for
THE STATE OF TEXAS

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K MART DEMISED PREMISES

Legal Description - PARCEL A

A tract of land located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 6, T 14 S, R 65 W of the 6th P.M., in El Paso County, Colorado, described as follows:

Commencing at the NW Corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Sec. 6, thence S 00° 28' 24" W for 50.00 feet, thence S 89° 59' 47" E for 255.00 feet to the point of beginning of the tract described hereby, said point being on the South R/W Line of Palmer Park Blvd., thence

- (1) S 89° 59' 47" E for 609.99 feet along said R/W Line,
- (2) S 14° 18' 25" W for 461.25 feet,
- (3) N 89° 31' 36" W for 281.87 feet,
- (4) S 00° 28' 24" W for 91.36 feet,
- (5) N 89° 31' 36" W for 367.81 feet,
- (6) N 00° 28' 24" E for 358.00 feet,
- (7) S 89° 31' 36" E for 150.00 feet,
- (8) N 00° 28' 24" E for 176.23 feet to the point of beginning,

Containing 7.36 acres of land, more or less, and being subject to a 22' wide sanitary sewer and water line easement along Course (2) above and to a 10' wide gas main easement along Course (6) above.

EXHIBIT "A"

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G. L. WILLIAMS & PARTNERS, LTD.
SURVEYING — PLANNING — ENGINEERING
WATER RESOURCES



423 SOUTH CASCADE
COLORADO SPRINGS, COLO. 80903
TEL. (303) 633-1773

Legal Description - Lot.2 PARCEL B

A tract of land located in the SW $\frac{1}{2}$ of the SW $\frac{1}{2}$ of Section 6, T 14 S, R 65 W of the 6th P.M., in El Paso County, Colorado, described as follows:

Commencing at the NW Corner of the SW $\frac{1}{2}$ of the SW $\frac{1}{2}$ of said Section 6, thence S 00° 28' 24" W for 50.00 feet, thence S 89° 59' 47" E for 255.00 feet to the point of beginning of the tract described hereby, said point being on the South R/W Line of Palmer Park Blvd., thence

- (1) S 00° 28' 24" W for 176.23 feet,
- (2) N 89° 31' 36" W for 150.00 feet,
- (3) N 00° 28' 24" E for 75.82 feet,
- (4) On a curve to the right having a radius of 100.00 feet, a central angle of 89° 31' 49", an arc distance of 156.26 feet, and the chord of which bears N 45° 14' 12" E for 140.84 feet,
- (5) S 89° 59' 47" E for 50.82 feet along South R/W Line of Palmer Park Blvd. to the point of beginning,

Containing 0.55 acres of land, more or less, and being subject to a 10' wide gas main easement as described in Book 2520 at page 933.

EXHIBIT "B"

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Legal Description - PARCEL C

A tract of land located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 6,
T 14 S, R 65 W of the 6th P.M., in El Paso County, Colorado,
described as follows:

Commencing at the NW Corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said
Sec. 6, thence S 00° 28' 24" W for 50.00 feet, thence S 89°
59' 47" E for 105.00 feet, thence S 00° 28' 24" W for 533.00
feet to the point of beginning of the tract described hereby,
thence

- (1) S 89° 31' 36" E for 150.00 feet,
- (2) S 00° 28' 24" W for 175.00 feet,
- (3) N 89° 31' 36" W for 150.00 feet,
- (4) N 00° 28' 24" E for 175.00 feet to the point of begin-
ning,

Containing 0.60 acres of land, more or less, and being
subject to a 10' wide gas main easement along course (4)
above.

EXHIBIT "C"

1013182

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G. L. WILLIAMS & PARTNERS, LTD.
SURVEYING — PLANNING — ENGINEERING
WATER RESOURCES



423 SOUTH CASCADE
COLORADO SPRINGS, COLO. 80903
TEL. (303) 633-1773

Legal Description - Lot 4 PARCEL D

A tract of land located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 6, T 14 S, R 65 W of the 6th. P.M., in El Paso County, Colorado, described as follows:

Commencing at the NW Corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Sec. 6, thence S 00° 28' 24" W for 50.00 feet, thence S 89° 59' 47" E for 105.00 feet, thence S 00° 28' 24" W for 708.00 feet to the point of beginning of the tract described hereby, thence

- (1) S 89° 31' 36" E for 150.00 feet,
- (2) N 00° 28' 24" E for 175.00 feet,
- (3) S 89° 31' 36" E for 217.81 feet,
- (4) N 00° 28' 24" E for 91.36 feet,
- (5) S 89° 31' 36" E for 281.87 feet,
- (6) S 14° 18' 25" W for 93.57 feet,
- (7) S 16° 39' 11" W for 607.81 feet,
- (8) S 00° 00' 13" W for 110.00 feet to a point on the North R/W Line of Omaha Blvd.,
- (9) N 89° 59' 47" W for 358.03 feet along said R/W Line to a point of curve,
- (10) On a curve to the right having a radius of 100.00 feet, a central angle of 90° 28' 11", for an arc distance of 157.90 feet,
- (11) N 00° 28' 24" E for 421.17 feet to the point of beginning,

Containing 8.36 acres of land, more or less, and being subject to a 22' wide sanitary sewer and water line easement along Courses (6), (7), and (8) above and to a 10' wide gas main easement as described in Book 2520 at page 933.

EXHIBIT "D"

101382

ENTIRE PREMISES

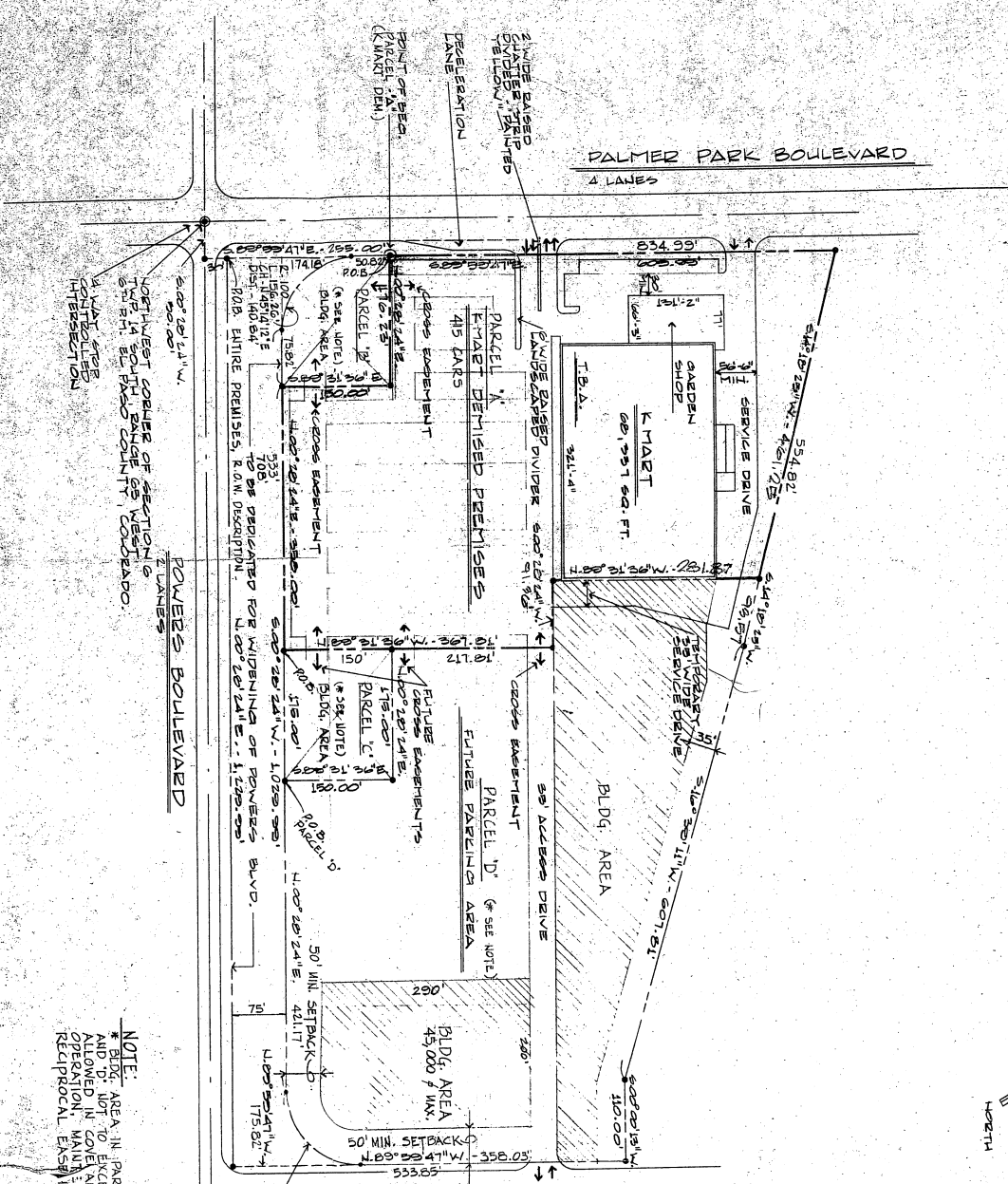
(PARCELS A, B, C, AND D) BOOK 3621 PAGE 610

A tract of land located in the SW 1/4 of the SW 1/4 Section 6, T-14-5, R-65-W of the 6th P.M. in El Paso County, Colorado, more particularly described as: Commencing at the Northwest Corner of the SW 1/4 of the SW 1/4 of said Section 6, thence S 89°59'47" E a distance of 30.00 feet, thence S 00°28'24" W a distance of 50.00 feet to the Point of Beginning, said point being the intersection of the South R/W Line of Palmer Park Blvd. and the East R/W Line of Powers Blvd., thence;

S 89°59'47" E along said South R/W Line for 834.99 feet,
S 14°18'25" W for 554.82 feet,
S 16°39'11" W for 607.81 feet,
S 00°00'13" W for 110.00 feet to a point on the North R/W
Line of Omaha Blvd.,
N 89°59'47" W along said North R/W for 533.85 feet to the
East R/W Line of Powers Blvd.,
N 00°28'24" E along said R/W Line for 1229.99 feet to the
Point of Beginning.

Containing 19.09 acres of land more or less.

EXHIBIT "E"



PALMER PARK BOULEVARD
4 LANES

POWERS BOULEVARD
2 LANES

OMAHA BOULEVARD

WESTWEST CORNER OF SECTION 6
SUBMIT BY PLANNING COUNTY, COLORADO.
4' WIDE
EASEMENT
INTERSECTION

NOTE:
* BLDG. AREA IN PARCEL C, 167,500 SQ. FT.
* BLDG. AREA IN PARCEL D, 45,000 SQ. FT.
* BLDG. AREA IN PARCEL E, 115,000 SQ. FT.
* BLDG. AREA IN PARCEL F, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL G, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL H, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL I, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL J, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL K, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL L, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL M, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL N, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL O, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL P, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL Q, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL R, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL S, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL T, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL U, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL V, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL W, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL X, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL Y, 175,000 SQ. FT.
* BLDG. AREA IN PARCEL Z, 175,000 SQ. FT.

2 LANES W/ EXPANSION
POTENTIAL TO 4 LANES

R. 100'
L. 157.30'
D. 11.44'
D. 51.48' W



STORE 1972
S.E. OF PALMER PARK BLVD.
AND POWERS BLVD.
COLORADO SPRINGS COLORADO

EXHIBIT "E"
SCALE: 1"=100'-0"

DATE:
MAY 12, 1982

10 | 13 | 82

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G. L. WILLIAMS & PARTNERS, LTD.
SURVEYING - PLANNING - ENGINEERING
WATER RESOURCES



423 SOUTH CASCADE
COLORADO SPRINGS, COLO. 80903
TEL. (303) 633-1773

Legal Description - R. O. W. Description

A tract of land located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, T.14 S, R 65 W of the 6th. P.M., El Paso County, Colorado, described as follows:

Commencing at the NW Corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 6, thence S 00° 28' 24" W for 50.00 feet, thence S 89° 59' 47" E for 30.00 feet to the point of beginning, said point being the intersection of the South R/W Line of Palmer Park Blvd. and the East R/W Line of Powers Blvd., thence

- (1) S 00° 28' 24" W for 1229.99 feet along said East R/W Line to a point of intersection with the North R/W Line of Omaha Blvd.,
- (2) S 89° 59' 47" E for 175.82 feet along said North R/W Line,
- (3) On a curve to the left having a radius of 100.00 feet, a central angle of 90° 28' 11", an arc length of 175.90 feet, and the chord of which bears N 44° 45' 48" W for 142.00 feet,
- (4) N 00° 28' 24" E for 1029.99 feet to a point of curve,
- (5) On a curve to the right having a radius of 100.00 feet, a central angle of 89° 31' 49", an arc length of 156.26 feet, and the chord of which bears N 45° 14' 12" E for 140.84 feet to the South R/W Line of Palmer Park Blvd.,
- (6) N 89° 59' 47" W for 174.18 feet along said South R/W Line to the point of beginning,

Containing 2.22 acres of land, more or less.

EXHIBIT "C"