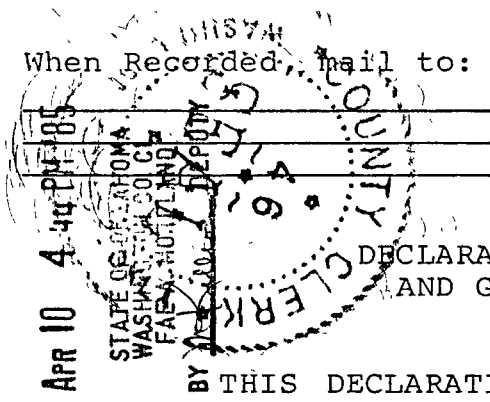


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DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

STATE OF OKLAHOMA
WASHINGTON CO. CL.
FAE A. HOSLAND
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BY THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS is made as of the 7th day of March, 1984, by and between AMERICAN STORES PROPERTIES, INC., a Delaware corporation ("ASPI") and PRICE-75 DEVELOPMENT COMPANY, a Missouri general partnership ("Developer"), who are collectively referred to herein as the "Declarants".

R E C I T A L S

WHEREAS, ASPI is, or will be at the time of this document's recordation, the owner of that certain real property located in the City of Bartlesville, County of Washington, State of Oklahoma, designated and shown as Parcel Two ("Parcel Two") on the site plan attached hereto as Exhibit "A" and incorporated herein by reference (the "Site Plan"); and

WHEREAS, Developer is, or will be at the time of this document's recordation, the owner of that certain real property located in the City of Bartlesville, County of Washington, State of Oklahoma, designated and shown as Parcel One and Parcel Three on the Site Plan ("Parcel One" and "Parcel Three" respectively); and

WHEREAS, the legal descriptions of Parcels One, Two and Three are set forth on Exhibit "B" attached hereto and incorporated herein by reference, all of which collectively are referred to herein as the "Shopping Center"; and

WHEREAS, Declarants desire that each of their respective parcels and any portion thereof, be developed in conjunction with each other for the mutual benefit of Declarants and of each and all of the parcels and of every portion thereof, and accordingly do hereby establish a general plan for the improvement, protection, development, maintenance and use of each and all of the parcels as a commercial shopping center and for such purposes Declarants do hereby establish easements, covenants, restrictions, liens and charges (hereinafter collectively referred to as "Restrictions") as are hereinafter set forth, subject to which each and every parcel, and any portion thereof, shall be improved, held, exchanged, leased, sold and/or conveyed. The Restrictions shall inure to the benefit of and bind the owners of each and every parcel, and any portion thereof, in

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the Shopping Center and their respective successors in interest, and each of the Restrictions is imposed upon each parcel in the Shopping Center as a mutual equitable servitude in favor of each and every other parcel and every part and portion thereof in the Shopping Center. Each of the Restrictions shall create reciprocal rights and obligations among each of the owners of any parcel, and any portion thereof, in the Shopping Center; they shall further create a privity of contract and an estate between the owners of each and every parcel and their heirs, successors and assigns; and they shall, as to the owners of each and every parcel, their heirs, successors and assigns, operate as covenants running with the land for the benefit of the Shopping Center, and each of every part and portion thereof;

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements set forth herein, Declarants agree as follows:

I. INCORPORATION. Recitals (A) through (D) are incorporated herein and made a part hereof.

II. DEFINITIONS. The following terms shall have the meaning specified below:

A. Owner. The term "Owner" or "Owners" means the Owner of Parcel One, Owner of Parcel Two and/or Owner of Parcel Three and their respective assigns, grantees and successors in interest.

B. Owner of Parcel Two. The term "Owner of Parcel Two" means ASPI and its respective assigns, grantees and successors in interest having fee record title to all or any portion of Parcel Two; and in the event that any ASPI Affiliate (as defined herein) does not have record fee title to any portion of Parcel Two but is leasing all or a portion of Parcel Two pursuant to a lease, sale-leaseback or other similar transaction giving the ASPI Affiliate a right of occupancy to all or any portion of Parcel Two pursuant to a recorded instrument, such ASPI Affiliate shall also be deemed to be an Owner of Parcel Two.

C. Owner of Parcel One. The term "Owner of Parcel One" means Developer and its respective assigns, grantees and successors in interest having fee record title to all or any portion of Parcel One.

D. Owner of Parcel Three. The term "Owner of Parcel Three" means Developer and its respective assigns, grantees and successors in interest having fee record title to all or any portion of Parcel Three.

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E. ASPI Affiliate. The term "American Affiliate" shall mean ASPI or any other entity which is wholly owned or ultimately wholly owned (i.e., through various subsidiaries) by ASPI Stores Company, a Delaware corporation or any successor thereto by merger, consolidation or acquisition of its assets substantially as an entirety; provided that there shall be deemed to be no ASPI Affiliate hereunder so long as ASPI or any other entity which is wholly owned or ultimately owned (i.e., through various subsidiaries) by ASPI Stores Company, a Delaware corporation or any successor thereto by merger, consolidation or acquisition of its assets substantially as an entirety has fee ownership of Parcel Two.

F. Building Area. The Building Area in the Shopping Center are the portions thereof upon which buildings may be constructed as identified by the words "Building Area" or words of similar meaning on the Site Plan.

G. Floor Area. For purposes herein, "Floor Area" shall be defined as the area of each floor within the exterior surfaces of the exterior walls of each building or structure; excluding trash enclosures (whether enclosed or not), loading and delivery docks (whether enclosed or not), covered areas attached to loading and delivery docks, canopies, roof overhangs (including supporting columns or pillars) and mezzanines (so long as any such mezzanine is used only for storage areas, employee convenience areas and office areas, all of which areas are incidental to the retail business conducted within such building).

H. Common Area. The Common Area is all real property within the Shopping Center except the Building Area; provided, those portions of the Building Area upon which buildings are not located or being constructed shall be deemed to be Common Area until such time as the construction of buildings thereon commences.

III. BUILDING AREA AND COMMON AREA.

A. Building Area. No building or other structure shall be constructed upon any parcel in the Shopping Center other than within the confines of the Building Area on such parcel; notwithstanding the foregoing, canopies and roof overhangs (including supporting columns or pillars), normal foundations, doors, trash enclosures, and loading and delivery docks, covered and enclosed areas attached to such docks, doors for ingress and egress, and any "Vestibule" located on Parcel Two as described in

paragraph B of this Article, may project from any building or structure up to a distance of twenty (20) feet over or outside of the Building Area on any parcel; provided, however, that any such projection or extension must comply with all applicable laws, rules, ordinances and regulations of every governmental body having jurisdiction over the Shopping Center; and, provided further, that no such extension or projection shall be allowed if it would (i) materially alter the parking configuration, vehicular (including, but not limited to service drives) and pedestrian circulation in the Shopping Center, or access to the entire Shopping Center from adjacent streets and between parcels within the Shopping Center from that shown on the Site Plan or (ii) decrease the width of any service drives.

All Building Areas not improved with buildings or other structures shall be maintained in a level and clean condition, and improved by the Owner thereof with temporary paving or in a graded and planted condition.

B. Maximum Building Area. The total square footage of all Floor Area of all buildings and other structures within the Building Area on any parcel in the Shopping Center shall not exceed the square footage designated for such Building Area on the Site Plan; provided, however, that the building to be located on Parcel Two may have a "Vestibule", whether enclosed or not, at the front of such building running the full length of such building at a depth of not to exceed 12 feet, which vestibule shall not count as Floor Area. It is understood and agreed that the designated maximum square footage of Floor Area for any parcel is only a limitation on building size and imposes no obligation whatsoever on the Owner of such parcel to place, erect or construct a building or structure thereon having the maximum Floor Area.

C. Common Area. The Common Area shall be used only for vehicular access, circulation and parking, pedestrian traffic and the comfort and convenience of the Owners, tenants, customers, invitees, licensees, agents and employees of the Owners and business occupants of the buildings constructed in the Shopping Center, and for the servicing and supplying of such businesses. In addition, the Common Area may be used (i) in connection with the construction, maintenance and repair of any buildings in the Shopping Center or access to and from the adjacent streets; (ii) in connection with construction and maintenance of utility lines, so long as such activity is undertaken in strict compliance with the requirements of Article IV, Paragraph B hereof; and (iii) for any other use required by

any governmental authority having jurisdiction thereof. No building, barricade or structure may be placed, erected or constructed within the Common Area on any parcel except the "Vestibule" to be located on Parcel Two, loading and delivery docks and covered areas attached to such docks, trash enclosures, outside storage areas shall not be located in the front of any building within the Shopping Center), pylon (to the extent not herein prohibited) and directional signs, bumper guards or curbs, paving, landscaping and landscape planters, lighting standards, driveways, sidewalks, walkways, parking stalls, columns or pillars supporting roof overhands, and the other items that may extend outside of Building Areas as provided in Paragraph A of this Article III, and any other improvements as may be required under applicable laws, rules, ordinances and regulations of any governmental body having jurisdiction over the Shopping Center. In addition, the Owner of Parcel Two may from time to time place temporary structures and conduct seasonal sales from that portion of the Common Area labeled as "Seasonal Sales Area" on the Site Plan, as the Owner of Parcel Two deems advisable.

D. Parking Areas. There shall be no charge or other validation for parking on the Common Area (unless required by governmental regulations) without the prior written consent of all Owners. The parking and vehicular traffic patterns on Parcels One through Three shall be designed and constructed as shown on the Site Plan and installed so that the entire Common Area of the Shopping Center constitutes an integrated parking area to serve all the buildings located within the Shopping Center, which configuration may be modified by the prior written consent of all the Owners. Each Owner shall maintain on its Parcel sufficient parking spaces to insure that the Shopping Center as a whole meets the requirements of any governmental entity having jurisdiction thereof.

E. Design and Construction of Buildings. All buildings constructed in the Shopping Center shall be designed so that the exterior design and elevation of each building will be architecturally and aesthetically compatible with the others, the design of the Common Area and the architectural theme of the Shopping Center, as initially determined pursuant to a development agreement entered into by the Owners of Parcels One through Three for the purpose of jointly planning and constructing the Shopping Center (the "Development Agreement"); and will be in compliance with the Site Plan. No building constructed within the Shopping Center shall exceed one (1) story (excluding mezzanines, so long as any such mezzanine is used only for

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storage areas, employee convenience areas and office areas, all of which areas are incidental to the retail business conducted within such building) nor thirty-six (36) feet in height, provided, in the event the Owner of Parcel Two shall elect to terminate the Shopping Center use restriction created hereunder as specified in Article VIA hereof, the height limitation created herein shall terminate.

In the event that any buildings are constructed upon Parcels One or Three, which buildings are not constructed pursuant to the covenants of the Development Agreement, the Owner of the parcel upon which such building is proposed to be constructed, before the commencement of construction of any such building, shall submit to all other Owners the plans and specifications for each such building (showing at least the exterior design, color, elevation, dimensions and location in the Building Area), and shall obtain written approval of such building's compliance with the Restrictions imposed by this Declaration from the other Owners, which approvals shall not be unreasonably withheld or delayed. All buildings shall be constructed so as not to extend beyond the building setback lines shown on the Site Plan. Even though a wall on the boundary of Parcel Two may abut a wall on the boundary of another Parcel, they shall not be deemed to be party walls.

All buildings in the Shopping Center shall be located, constructed and maintained in such a manner as to enable each building to be fire rated as a separate and distinct unit without deficiency charge. In the event it is necessary to sprinkler a building in order to achieve the foregoing result, the Owner of such building shall cause it to be sprinklered.

IV. EASEMENTS.

A. Ingress, Egress and Parking. Each Owner, as grantor with respect to each parcel owned by such Owner, hereby grants to the other Owner, as grantee, for the benefit of such other Owner and its respective tenants, employees, agents, customers and invitees of such tenants, and for the benefit of each parcel owned by each grantee, a non-exclusive easement appurtenant to each parcel owned by each grantee for ingress and egress by vehicular and pedestrian traffic and for vehicular parking upon, over and across the Common Area within each parcel or parcels owned by the grantor. Such easements shall be for the Common Area uses described in Article III Paragraph C above and shall be subject to all restrictions imposed on such uses by this Declaration; provided, such easements

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shall not pertain to the construction and/or maintenance of utility lines which shall be solely governed by the provisions of Paragraph B of this Article.

B. Utility Lines. Each Owner, as grantor with respect to each parcel owned by such party, hereby grants to each other Owner, as grantee, for the benefit of each Owner and its parcel or parcels, non-exclusive easements appurtenant to each parcel owned by each grantee, under, through and across the Common Area of each parcel owned by the grantor for the installation, movement, maintenance, repair and replacement of water drainage systems or structures, water mains, storm sewers, sanitary sewers, water sprinkler system lines, telephone or electrical conduits or systems, gas mains and other public utility facilities necessary for the orderly development and operation of the Common Area and each building in the Shopping Center; provided, that the rights granted pursuant to such easements shall at all times be exercised in such a manner as to cause the least interference with the normal operation of the Shopping Center; and provided further, except in an emergency, the right of any Owner to enter upon the parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon obtaining the prior written consent of such other Owner, which consent shall not be unreasonably withheld. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be, to the extent reasonably possible, installed and maintained below the ground level or surface of such easements. In the event an Owner deems it to be necessary to cause the installation or relocation of any utility line across the Common Area of any other parcel or parcels subsequent to the initial paving and improving thereof, the Owner of the parcel on which such improvements are to be made agrees not to unreasonably withhold the grant of consent herein required; provided, however, that in no event will such installation be permitted if it would unreasonably interfere with the normal operation of any business on such parcel. Notwithstanding the terms of any such consent, in the event an Owner, in exercising the foregoing granted rights, disturbs or otherwise damages any portion of the Common Area improvements, such Owner shall expeditiously prosecute to completion the utility work and at its sole expense shall immediately restore and repair the Common Area improvements to their condition prior to the commencement of construction. In the event that it should be necessary to grant any of the foregoing easements and rights to the local utility companies as a condition of their providing or continuing service, such grant shall not be unreasonably withheld.

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C. Building Encroachment. Each Owner hereby grants to the other Owners an easement to maintain footings, foundations, eaves, walls, roof overhangs and other portions of a building to the extent they encroach upon an adjoining Parcel by no more than six (6) inches, and each Owner agrees to grant easements for such purposes to the other Owners if the encroachment is greater than six (6) inches on an adjoining Parcel, if such encroachments are, in the reasonable opinion of the grantor, of a minor or inconsequential nature. Any such footings shall not be nearer than two (2) feet to the surface. The Owner so encroaching agrees not to interfere with an existing structure on the servient Parcel. The easement granted in this paragraph shall survive this Declaration and shall last so long as the building of which such encroachments are a part is standing. The exercise by one Owner of the rights herein granted shall be at no cost to the other Owner unless agreed to in writing by the other Owner and shall be performed so as to interfere as little as possible with the other Owner's use and enjoyment of its Parcel; and, if the surface of either Owner's Parcel and/or any improvements thereon shall be disturbed by an Owner's exercise of the rights herein granted, such surface and/or improvements shall be promptly restored by such Owner, at such Owner's sole cost and expense, to its condition just prior to such disturbance.

The Owner of Parcel One hereby grants a permanent easement (which shall survive the expiration of this document) to the Owner of Parcel Two for the purpose of constructing and maintaining a concrete pad, stairway and such additional improvements as are necessary for the maintenance of a fire exit from the building proposed to be constructed upon Parcel Two, which easement is located upon that area depicted and labeled "Fire Exit" on the Site Plan.

V. COMMON AREA MAINTENANCE. Each Owner, at its own expense, shall maintain the Common Area located on its parcel, together with the sidewalks immediately adjacent to the buildings located thereon, at all times in good and clean condition and repair, which maintenance shall include, but not be limited to the following:

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

(b) Removing all papers, debris, filth, refuse, snow, ice and water and thoroughly sweeping the

area to the extent reasonably necessary to keep the area in a clean and orderly condition;

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

(d) Operating, keeping in repair, and replacing, where necessary, such artificial lighting facilities as shall be reasonably required; all of which shall be separately metered to the parcel on which they are located;

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

(f) Maintaining free and unobstructed access to and from its parcel and the adjoining portions of the Shopping Center and to and from its parcel and the streets adjacent thereto.

As to those privately owned sanitary sewers, storm drains, utility lines and water lines which are shared in common by the Owners, if any, the maintenance and repair costs of such items shall be prorated among the Parcel Owners as follows:

<u>Owner</u>	<u>Percent</u>
Parcel One	28.7%
Parcel Two	63.5%
Parcel Three	7.8%

Any Owner shall obtain the written consent of all other Owners prior to the incurring of any costs for the maintenance and repair of common utility, sewer and water lines, which consent shall not be unreasonably withheld. Any such costs so incurred, shall be paid by the Owners upon receiving a billing therefor from the Owner doing such work, which bill shall include such reasonable detail as (i) a copy of the bill, payment application or invoice for the work performed, including a breakdown of the costs showing the prorata share to be paid by each of the other Owners; (ii) evidence of payment for such work by the Owner incurring such costs; and (iii) copies of lien releases or waivers from all potential lien claimants or other reasonable evidence that the work has been completed lien free. In the event of an emergency, an Owner may repair common utility, sewer and water lines without the prior consent of the other Owners, and such other Owners shall reimburse the Owner so repairing, in the event the costs incurred were reasonable, and a billing is received in the form

above-stated. Payment of any such bills shall be made within fifteen (15) days after the receipt by any Owner of a proper billing therefor. Amounts not paid when due shall bear interest at the rate of twelve percent per annum from the due date until paid, unless the highest legal rate allowed by law is lower. In such event, such amount shall bear interest at the highest legal rate from the due date until paid.

In the event an Owner desires to have the Common Area lighting on another Owner's Parcel lit during hours when such other Owner would not normally have such lighting lit, such other Owner shall cause its Common Area lighting to be lit during the hours requested in writing, upon the Owner so requesting agreeing in writing to pay the entire cost of the additional lighting hours, which costs shall include, but not be limited to, the cost of electricity, maintenance and bulbs; provided, however, that an Owner may refuse to so light its Common Area lighting if such Owner determines, in its reasonable opinion, that allocation of such costs would be unduly cumbersome or burdensome.

VI. RESTRICTIONS.

A. Use Restrictions. The Parties hereby agree that the Shopping Center and all parts thereof may be used only for the purposes of constructing operating and maintaining a commercial Shopping Center thereon, with such uses as are customarily incidental thereto; provided, that the Owner of Parcel Two may elect, at any time after the expiration of fifteen (15) years from the date of this Declaration, to terminate the restriction requiring commercial shopping center uses. Such election shall be made by the Owner of Parcel Two by submitting to the other Owners written notice, in recordable form, reciting such election and the termination of such commercial shopping center use restriction. Upon such election, the commercial Shopping Center use restriction shall be forever terminated, subject however to the Owners right to reinstate the same through formal amendment hereto.

No part of the Shopping Center shall be devoted to use for a drive-in restaurant (a restaurant customarily providing "car hop" service to patrons dining in motor vehicles); for leasing or displaying for the purposes of selling, renting or leasing any motor vehicle or trailer, billiard room, bar (that is not a part of a restaurant) or tavern, adult bookstore, massage parlor, dance hall, flea market, car wash, amusement arcade, steam baths, "head shop", pornographic shop, bowling alley, theatre, skating rink, beauty college, barber college, reading room, library, gymnasium or education facility. No

electronic game rooms may be located upon Parcel One or Parcel Three; provided that the location of electronic games as an incidental use to a permitted use hereunder is allowed. No more than one health spa may be located upon Parcel One or Parcel Three, and such use may not exceed 3,000 square feet of Floor Area, and must be located at least 150 feet from any portion of the Building Area on Parcel Two. No more than five thousand (5,000) feet of Floor Area in the buildings constructed on Parcel One and Parcel Three may be devoted to "office use"; provided, that any office space incidental to and used in conjunction with a retail business conducted on Parcel One or Parcel Three shall not be considered office use for the purposes of this restriction. Notwithstanding the breadth of the term "office use", it is agreed that the following uses shall not be restricted: office providing retail financial services and travel agencies. No building featuring drive-in, drive-up or drive-through traffic shall be located in the Shopping Center, without the prior written consent of all Owners, including consent to the location of the drive-in, drive-up or drive-through lanes of such facility, which consent shall not be unreasonably withheld or delayed so long as such facility will not alter or impede access to or from the Shopping Center or alter or impede vehicular or pedestrian traffic within the Shopping Center from that shown on the Site Plan.

B. Parking Restrictions. No persons, other than Owners, tenants and occupants of the Shopping Center, and their customers, employees and invitees, shall be permitted to park in the Common Area, unless all Owners give prior written approval thereto.

C. Employee Parking Restrictions. Specific areas within the Common Area of the Shopping Center to be used for motor vehicle parking purposes by employees of occupants of the Shopping Center may be designated from time to time by the unanimous written consent of the Owners. In the event employee parking areas are designated as provided herein, employees of any Owner, tenant or other occupant of any building in the Shopping Center shall use only those portions of the Common Area designated for such employee motor vehicle parking purposes. The authority herein granted shall be exercised in such manner as not to discriminate against any Owner or commercial establishment in the Shopping Center.

VII. SIGNS. Each Owner shall have the right to maintain such signs on the interior of buildings located on its parcel as it desires, whether or not such signs are visible from the exterior. As permitted by local ordinances

and other applicable governmental regulations, each Owner shall have the right to erect, maintain and replace signs on the exterior of buildings located on its parcel; provided, that in no event shall signs be located on the roofs of any buildings in the Shopping Center without the prior written consent of all Owners.

The Parties agree that there shall be two (2) locations within the Shopping Center where free-standing or pylon signs may be located, as follows:

A. Either the Owner of Parcel One or the Owner of Parcel Two may elect to construct a pylon sign at that location upon Parcel Two identified on the Site Plan by the words "Pylon Site". The location of such sign may be relocated within the traffic island depicted on the Site Plan (within which the approved location is shown) upon mutual agreement of the Owners of Parcel One and Parcel Two. The Pylon Sign shall contain no more than two (2) designations thereon, one to be selected by the Owner of Parcel One and one to be selected by the Owner of Parcel Two. The designations chosen by the Owners of Parcel One and Parcel Two shall each have equal prominence and be of equal square footage, if so requested by the Owner of Parcel Two. In the event the Owner of Parcel One desires to depict a "Shopping Center name" upon the Pylon Sign, such designation may be at the top of such sign; otherwise, the designation of the Owner of Parcel Two shall be on the top.

The Owner, who first desires to construct the Pylon Sign, shall give written notice thereof to the other Owner of its intent to construct the Pylon Sign. Upon receipt of such notice, the other Owner shall have thirty (30) days within which to elect to participate on such sign, and, in the event an affirmative election is so made, to specify the designation its desires to appear on such sign. In the event the nonconstructing Owner elects to have a specified designation appear on such sign, such Owner shall bear one-half the cost of constructing the Pylon Sign and thereafter maintaining the same in good order & repair; the balance of the costs of construction and maintenance of the Pylon Sign shall be borne by the constructing Owner.

B. The Owner of Parcel Three may construct a monument sign (the "Monument Sign") at that location upon Parcel Three identified by the words "Monument Sign" or such other location as is agreed upon by the Owners of Parcel One, Parcel Two and Parcel Three.

The Monument Sign shall be solely for the use of identifying businesses occupying Parcel Three and

all costs incidental to the construction and maintenance thereof shall be borne solely by the Owner of Parcel Three. Prior to the construction of the Monument Sign, the Owner of Parcel Three shall first obtain the approval of the Owner of Parcel One and the Owner of Parcel Two as to the size, type, script, design and content of the proposed sign, which consent shall not be unreasonably withheld.

Other than as provided in this Article, no other pylon, monument or other free-standing sign (excluding traffic directional signs) shall be permitted within the Shopping Center without the prior written approval of the Owner of Parcel Two.

VIII. INDEMNIFICATION.

A. Indemnification of Owners. Each Owner agrees to indemnify, hold harmless and defend all other Owners from all claims, actions, liabilities, damages, expenses and judgments, including but not limited to attorneys' fees, reasonable investigative and discovery costs, court costs and all other sums on account of any injury to persons, loss of life or damage to property occurring on any parcel owned by each such indemnifying Owner (including within any building located thereon) and on the streets and sidewalks adjacent thereto or arising from or connected with the use, non-use, condition or occupation of such parcel, streets or sidewalks, which are not caused, in whole or in part, by the active or passive negligence of the Owner (or its agents, contractors or employees) claiming such indemnification.

B. Waiver of Certain Rights. Each Owner hereby waives any rights it may have against another Owner on account of any loss or damage occasioned to each Owner, as the case may be, their respective parcels (including buildings and contents of buildings thereon) or to other portions of the Shopping Center, arising from any risk generally covered by fire and extended coverage insurance whether or not such an insurance policy is maintained or there are insurance proceeds sufficient to cover the loss. Each Owner hereby waives any right of subrogation that it may have against the other Owners in connection with any risk or claim covered by any such fire and extended coverage insurance and shall procure from its insurers under all policies of fire and extended coverage insurance a waiver of all rights of subrogation which the insurers might otherwise have under such policies.

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IX. LIABILITY INSURANCE.

A. General Coverage and Limits. Each Owner agrees to maintain or cause to be maintained liability insurance against claims for bodily injury, death and property damage occurring on, in or about its parcel or parcels (including within the buildings thereon) and the streets and sidewalks adjacent to its parcel or parcels, with a limit for one occurrence of not less than a "Combined Single Limit" (covering bodily injury, death and property damage liability) of One Million Dollars (\$1,000,000). Such insurance may be in the form of blanket liability coverage applicable to the Owner's parcel and other property owned or occupied by the Owner or the party carrying such insurance coverage for the benefit of such Owner. So long as any Owner or party carrying such insurance coverage (or the responsible parent, subsidiary or affiliated companies of such Owner or party) shall have a net worth of more than Fifty Million Dollars (\$50,000,000), such Owner or party may insure, in whole or in part, under any plan of self-insurance which such Owner or party (or the parent, subsidiary or affiliated companies of such Owner or party) may, from time to time, have in force and effect. Such Owner or party shall, upon request, provide the other Owners with evidence of such coverage and a description of any plan of self-insurance being used.

Each such policy of liability insurance on Parcels One and Three shall not be subject to a deductible in excess of Ten Thousand Dollars (\$10,000) unless first approved in writing by the Owner of Parcel Two.

B. Coverage and Limits During Construction. During the period of construction of a building on any Building Area or the performance of any offsite or onsite work in or about the Common Area, the Owner so constructing or performing agrees that it will maintain or cause to be maintained, at its expense, insurance covering such construction taking place which will insure against liability for bodily injury, death and property damage with limits, for one occurrence, of not less than a "Combined Single Limit" (covering bodily injury, death and property damage liability) of Five Million Dollars (\$5,000,000). Such insurance may be in the form of blanket liability coverage applicable to the Owner's parcel and other property owned or occupied by the Owner or the party carrying such insurance coverage. So long as any Owner or party carrying such insurance coverage (or the responsible parent, subsidiary or affiliated companies of such Owner or party) has a net worth of more than Fifty Million Dollars (\$50,000,000), such Owner or party may insure in whole

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or in part under any plan of self-insurance which such Owner or party (or the parent, subsidiary or affiliated companies of such Owner or party) may, from time to time, have in force and effect. Such Owner or party using such self-insurance plan shall, upon demand, provide the other Owners with sufficient evidence of such coverage and a description of any such plan of self-insurance.

C. Performance of Indemnity Agreements. All policies of insurance required under this article shall insure the performance of the Owner insured thereunder of the indemnity agreements contained in Article VIII and shall contain a provision that the insurance company will give all Owners twenty (20) days advance written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. Each Owner shall deliver to the other Owners upon demand a certificate from the applicable insurer that such insurance required in this Article IX is in full force and effect and that such insurance insures the performance by the Owner insured of the indemnity agreements to limits not less than those specified in this Article. Each Owner shall promptly notify another Owner of any asserted claim with respect to which such Owner is or may be indemnified against hereunder and shall deliver to such Owner copies of process and pleadings.

D. Increase of Limits. The Owner of Parcel Two may, in its reasonable discretion, increase the minimum limits of any insurance coverage required under this Article; provided, however, that such increase limits may not exceed the average limits customarily being carried by comparable shopping centers in the State of Oklahoma, without the consent of the Owners of Parcels One and Three. Any increase in the minimum limits of any insurance coverage shall apply to all Owners, and shall become effective hereunder within thirty (30) days after an Owner's receipt of such written notice. Upon the giving of such notice, an amendment hereto establishing such new limits shall be executed and recorded. Within thirty (30) days after the effective date of such increase in coverage, the Owners shall deliver or cause to be delivered to each other evidence that the limits of the insurance coverage which were the subject of such notice have been increased in accordance therewith and that such insurance is in full force and effect.

X. DAMAGE OR DESTRUCTION. In the event any building in the Shopping Center is damaged or destroyed by fire or other casualty or any other cause whatsoever, the Owner of the parcel upon which such building is located

shall, in its discretion, commence to tear down or rebuild the damaged building within three (3) months from the time of such damage or destruction. Once commenced, such tearing down or rebuilding shall be diligently prosecuted to completion. However, if an Owner determines to tear down a damaged building, such Owner shall either rebuild on the same location or leave and maintain the parcel of land on which the building was located in a smooth, level condition, free and clear of all refuse and sealed with temporary paving against dust. In the event the Common Area of the Shopping Center or any portion thereof shall be damaged or destroyed by fire or other casualty or any other cause whatsoever, the Owner of the Common Area so damaged or destroyed shall forthwith proceed with due diligence to restore such Common Area to a condition to permit free and safe vehicular and pedestrian access and circulation and vehicular parking (in a manner consistent with this Declaration) in the Shopping Center from and to all adjacent streets.

XI. TAXES. Each Owner and its respective successors and assigns shall pay direct to the tax collector when due, the real property taxes and other special taxes and assessments assessed against the property owned by such Owner, including the portion of the Common Area owned by such Owner. If any Owner protests the validity of any such tax or assessment by judicial or administrative proceedings and if during the pendency of such proceedings the governmental authority assessing or collecting such tax undertakes to attach or foreclose any real property owned by such Owner in the Shopping Center (including any portion of the Common Area), then such Owner shall either (i) immediately pay the tax and at its election designate such payment as being made under protest; or (ii) post a bond for the payment of the tax in the event that the proceedings are resolved unfavorably to such Owner; provided, that such bond is accepted by the governmental entity responsible for the collection of any such taxes in lieu of any right to attach or foreclose any real property owned by the protesting Owner in the Shopping Center. Such bond shall name such Owner as principal and all other Owners and the governmental entity responsible for the collection of such taxes, jointly and severally, as obligees, with a corporate surety or sureties approved by the Owners. Such bond shall be in an amount equal to the full amount of the tax being contested, together with all penalties and interest thereon for which such Owner may be liable.

In the event any Owner fails at any time to pay before delinquency its taxes or assessments on any portion of the property in the Shopping Center, (which taxes or assessments may become a lien on the Common Area) and fails to comply with the provisions of the preceding paragraph, then any other Owner may pay such taxes and assessments

together with interest, penalties and costs, and in any such event, the Owner obligated to pay such taxes and assessments, shall promptly reimburse such other Owner for all such taxes and assessments, interest, penalties and costs, and until such reimbursement has been made, the amount thereof shall constitute a lien and charge on the property hereinabove described of the defaulting Owner, subject and subordinate, however to any mortgage or deed of trust then outstanding against the property.

XII. GENERAL PROVISIONS.

A. Covenants Run With The Land. Each easement, restriction and covenant over each parcel or parcels in the Shopping Center shall be appurtenant to and for the benefit of each other parcel in the Shopping Center and each part thereof. Each covenant, restriction and undertaking as to each parcel in the Shopping Center shall be a burden thereon for the benefit of each other parcel and each part thereof, and shall run with the land.

B. Inurement. This Declaration and the easements, covenants, restrictions, benefits and obligations created hereby shall inure to the benefit of and be binding upon each Owner and its successors and assigns; provided, however, that if any Owner conveys any portion or all of its interest in any parcel owned by it, such Owner shall thereupon be released and discharged from any and all further obligations under this Declaration as it had in connection with the property conveyed by it if the buyer assumes in writing all of such obligations, and provided further, that no such sale shall release such Owner from any liabilities, actual or contingent, existing as of the time of such obligations, and provided further, that no such sale shall release such Owner from any liabilities, actual or contingent, existing as of the time of such conveyance.

C. Duration. Except as otherwise provided herein, this Declaration shall remain in full force and effect for a term of seventy-five (75) years from the date hereof.

D. Injunctive Relief. In the event of any violation or threatened violation of any provision in this Declaration by any Owner, lessee, or occupant of any portion of the Shopping Center, any or all of the Owners shall have the right, in addition to the other remedies herein provided, to enjoin such violation or threatened violation. Notwithstanding the foregoing, tenants in the Shopping Center, other than any ASPI Affiliate, shall not have the foregoing rights but

shall rather be limited to their rights granted by law and by their respective leases.

E. Right to Cure. Should any Owner fail to timely perform any of its obligations hereunder and thereafter fail to cure such default within fifteen (15) days of its receipt of any other Owner's written demand therefor (unless such default cannot by its nature be cured within 15 days and the defaulting Owner commences to cure such default within such 15 day period and thereafter diligently proceeds to cure such default), the Owner giving such notice shall, in addition to any other remedy provided at law or in this Declaration, have the right (but not the obligation) to perform such obligation on behalf of the defaulting Owner and the defaulting Owner shall reimburse the curing Owner for the cost of performing such work within fifteen (15) days after receipt of billing therefor and proof of payment thereof. In the event the defaulting Owner does not reimburse the curing Owner within such fifteen (15) day period, such amount shall bear interest at the rate of twelve percent (12%) per annum from the date of billing until paid unless the highest legal rate allowed by law is lower. In such event, such amounts shall bear interest at the highest legal rate from the date of billing until paid. The curing Owner shall have (i) the right to exercise any and all rights which such curing Owner might have at law to collect the same, and (ii) have a lien on the property owned by the defaulting Owner to the extent of the amount paid by the curing Owner but not reimbursed by the defaulting Owner, plus interest. Such lien may be filed for record by the curing Owner as a claim against the defaulting Owner, in the form required by law, in the Office of the County Recorder of Washington County, State of Oklahoma, signed and certified, which lien shall contain at least the following information:

- (a) The name of the lien claimant;
- (b) The name of the defaulting party;
- (c) A description of the work performed on behalf of such Owner and a statement itemizing the cost thereof;
- (d) A description of the property being liened.

The lien so claimed shall attach from the date of recordation in the amount claimed by the Owner curing the default and it may be enforced and foreclosed in any manner allowed by law, including but not limited to suits to foreclose a mortgage or mechanic's

lien under the applicable law of the State of New Mexico. Such lien, when so established against the real property described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or attached to such real property after the time of recording the claim of lien.

F. Modification. This Declaration may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the written consent of the Owners of seventy-five percent (75%) of the total Building Area set forth in the Site Plan, which shall in any event require the consent of the Owner of Parcel Two. Any modification or rescission of this Declaration may be made only by written instrument duly executed and acknowledged by the appropriate Owners.

G. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for any public purposes whatsoever, it being the intention of the Declarants that this Declaration shall be strictly limited to and for the purposes herein expressed.

H. Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Owner to Cancel, rescind or otherwise terminate this Declaration, but such limitations shall not affect in any manner, any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

I. Non-Merger. So long as any ASPI Affiliate has any interest in any parcel referred to herein, this Declaration shall not be subject to the doctrine of merger, even though the underlying fee ownership to the parcels described herein, or any parts thereof, is vested in one party or entity.

J. Attorneys' Fees. In the event that legal proceedings are brought or commenced to enforce any of the terms of this Declaration against any Owner or other party with an interest in the Shopping Center, the successful party in such action shall be entitled to receive and shall receive from the defaulting Owner or party a reasonable sum as attorneys' fees and costs, to be fixed by the court in the same action.

BOOK 813 PAGE 825 BOOK 830 PAGE 517

XIII. EMINENT DOMAIN

A. Owner's Right to Award. Nothing herein shall be construed to give an Owner any interest in any award or payment made to any other Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting any other Owner's parcel or giving the public or any government any rights in the parcels. In the event of any part of the Common Area located within the Shopping Center, the award attributable to the land and improvements of such portion of the Common Area shall be payable only to its Owner, and no claim thereon shall be made by any other Owner.

B. Collateral Claims. All other Owners or persons having an interest in the Common Area so condemned 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.

C. Tenant's Claim. Nothing in this article shall prevent a tenant of the Shopping Center from making a claim against an Owner pursuant to the provisions of any lease between the tenant and Owner for all or a portion of any such award or payment.

D. Restoration of Common Area. The Owner of each portion of the Common Area so condemned shall promptly repair and restore the remaining portion of the Common Area so owned as near as practicable to its condition immediately prior to such condemnation or transfer to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other Owner; provided, however, that in any event the Common Area shall be restored to a condition which permits the uses thereof which are contemplated herein.

E. Restoration of Building Area. In the event any building located in the Shopping Center is partially condemned, the remaining portion of the building, if it is not restored, shall be demolished by the Owner of the parcel on which it is located and such Owner shall remove all debris resulting therefrom, and thereafter maintain such parcel in a smooth, level condition, free and clear of all refuse and sealed against dust and shall restore the Common Area surrounding such building to the condition required by this Declaration.

XIV NOTICES. Any notice or demand given or served by one Owner to another shall not be deemed to have been duly given or served, unless in writing and forwarded

by certified or registered mail, postage prepaid, or by another commercially recognized means of delivery, addressed as follows:

TO AMERICAN: ASPI Stores Properties, Inc.
Attn: Legal Department
709 East South Temple
Salt Lake City, Utah 84103

TO DEVELOPER: Price-75 Development Company
c/o Leo Eisenberg & Co.
800 Mercantile Tower
1101 Walnut
Kansas City, Mo. 64106

The person and the place to which notices are to be given may be changed by any Owner upon giving written notice thereof to the other Owners.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first written above.

"ASPI"

AMERICAN STORES PROPERTIES, INC.,
a Delaware Corporation

By: *Ralph B. Davis*
~~Ralph B. Davis~~, President

APPROVED
ASPI
LEGAL DEPT.
BY: *M.B.*

Attest: *Michael Miller*
~~Frederick P. Miller~~
Assistant Secretary

"DEVELOPER"

PRICE-75 DEVELOPMENT COMPANY,
a Missouri General Partnership

By: *J. Kenneth Bagmore*
A General Partner

BOOK 813 PAGE 828 BOOK 830 PAGE 519

STATE OF Utah X
COUNTY OF Salt Lake X

On March 7, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared FREDERICK P. McBRIER and MICHAEL MILLER, personally known to me to be the persons who executed the within instrument as Senior Vice President and Assistant Secretary, on behalf of AMERICAN STORES PROPERTIES, INC., the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Lisa A. McGeary
Lisa McGeary, Notary Public
Residing at Midvale, Utah

My commission expires: January 31, 1987

* * * * *

STATE OF Missouri X
COUNTY OF Jackson X

On March 8, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared J. Kenneth Zagoni, who upon being duly sworn did state that he is a general partner of PRICE-75 DEVELOPMENT COMPANY and that he did execute the foregoing instrument on behalf of such partnership as a free and willing act with intent to bind such partnership.

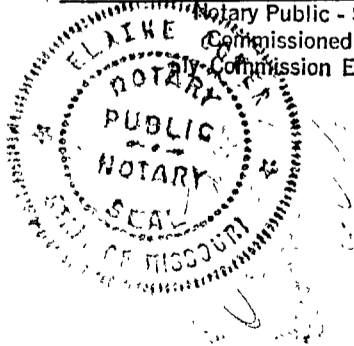
WITNESS my hand and official seal.

Elaine Gower
Notary Public
Residing at Kansas City, Mo

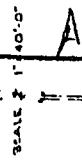
My commission expires:

Elaine Gower

Notary Public - State of Missouri
Commissioned in Clay County
Commission Expires Dec. 5, 1987

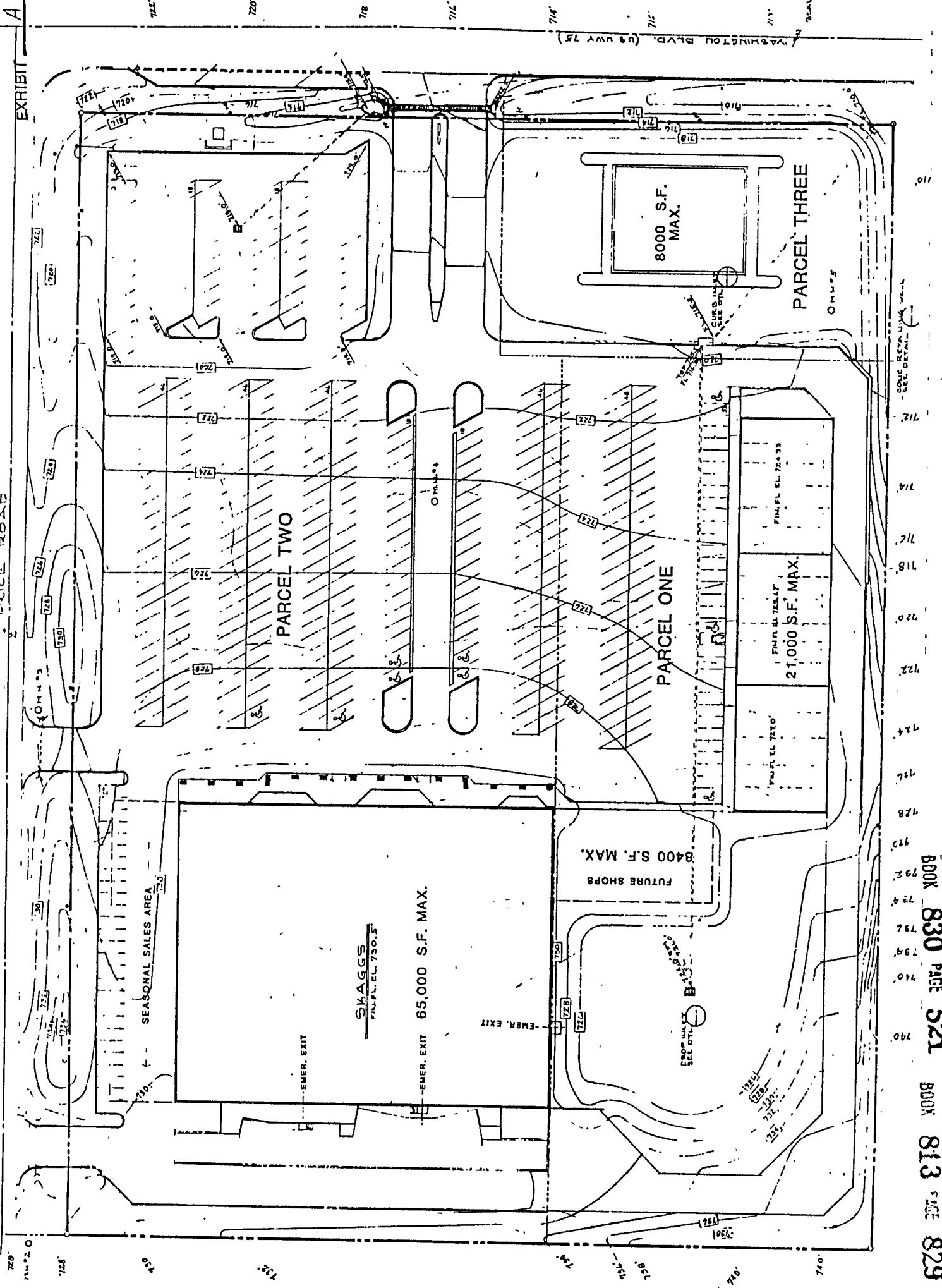


EXHIBIT



EXHIBIT

PRICE ROAD



BOOK 830 PAGE 521 BOOK 813 PAGE 829

**FIRST AMENDMENT
TO DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("First Amendment") is made and entered into effective as of the 2nd day of March, 1998, by and between the **Irvin B. Maizlish Restated Trust UTA Dated 4/11/96, d/b/a Price-75** (the "Maizlish Trust"), **Retail Buildings Inc.**, an Oklahoma corporation ("RBI") and **Albertson's, Inc.**, a Delaware corporation ("Albertson's") in connection with the following facts and circumstances:

A. The parties hereto are successors in interest to the parties to that certain Declaration of Restrictions and Grant of Easements, dated March 7, 1984 and recorded May 9, 1984, in Book 830 at Page 499, in the official records of Washington County, Oklahoma (the "Declaration").

B. Article XII, Paragraph F. of the Declaration provides that the Declaration may not be modified except with the written consent of the Owners of seventy-five percent (75%) of the total Building Area set forth on the Site Plan.

C. Albertson's is the Owner of Parcel Two, Maizlish Trust is the Owner of Parcel One and RBI is the Owner of Parcel Three; and together Albertson's, Maizlish Trust and RBI are the Owners of more than seventy-five percent (75%) of the total Building Area set forth on the Site Plan.

D. Albertson's desires to change the Building Area on Parcel Two.

E. The parties hereto wish to amend the Declaration, to among other things reflect the change in the Building Area on Parcel Two and to substitute a revised Site Plan.

WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Declaration as follows:

AGREEMENTS

1. **Definitions.** (a) Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Declaration. The term "parcel" as used in the Declaration shall mean Parcel One, Parcel One-A, Parcel Two, Parcel Two-A and Parcel Three individually as shown on Exhibit "A." The definition of "Owner" as set forth in Article II, Paragraph A of the Declaration is hereby revised as follows: The term "Owner" means the record holder of fee simple title to a parcel, its heirs, personal representatives, successors and assigns.

2. **Site Plan.** The Site Plan attached to the Declaration as Exhibit "A" is hereby deleted and the revised site plan attached hereto as Exhibit "A" is substituted therefor. All references to Site Plan in the Declaration shall hereinafter refer to the site plan attached as Exhibit "A" to this First Amendment and incorporated herein by reference.

3. **Subdivision of Parcel Two/Building Area on Parcel Two-A.** Anything to the contrary in the Declaration notwithstanding, Albertson's may, at its election, subdivide Parcel Two to create an outparcel generally as shown on Exhibit "A" hereto as Parcel Two-A. If so requested by Albertson's, Maizlish Trust and RBI shall cooperate with Albertson's, at Albertson's expense, to obtain any necessary governmental approvals for such subdivision of Parcel Two. Albertson's may construct a building, not to exceed 5,000 square feet of floor area and not to exceed 22 feet in height, within the Building Area shown on Parcel Two-A. The Owners hereby acknowledge that all terms, conditions, and restrictions applicable to Parcel Two in the Declaration shall apply to, and restrict, Parcel Two and Parcel Two-A and all references in the Declaration to Parcel Two shall mean and refer to Parcel Two and Parcel Two-A.

4. **Subdivision of Parcel One.** Anything to the contrary in the Declaration notwithstanding, Maizlish Trust may, at its election, subdivide Parcel One to create an outparcel generally as shown on Exhibit "A" hereto as Parcel One-A. If so requested by Maizlish Trust, Albertson's and RBI shall cooperate with Maizlish Trust, at Maizlish Trust's expense, to obtain any necessary governmental approvals for such subdivision of Parcel One. The Owners hereby acknowledge that all terms, conditions, and restrictions applicable to Parcel One in the Declaration

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shall apply to, and restrict, Parcel One and Parcel One-A and all references in the Declaration to Parcel One shall mean and refer to Parcel One and Parcel One-A.

5. **Fueling Center.** Anything to the contrary in the Declaration notwithstanding, Albertson's may, at its election, construct, operate and maintain a fueling center, with drive-up and drive-through, within the Building Area on Parcel Two-A. Any such fueling center shall be subject to the height and all other restrictions of the Declaration as amended by this First Amendment.

6. **Signs.** (a) Anything to the contrary in the Declaration notwithstanding, in addition to the pylon sign permitted under Article VII of the Declaration, Albertson's may, at its option, construct a pylon sign structure in the location shown on Exhibit "A" hereto as "Albertson's Pylon Sign" for use by the businesses occupying Parcel Two and/or Parcel Two-A. In the event Albertson's elects not to install a fueling center on Parcel Two-A and elects to use or lease for another use or sell Parcel Two-A for an alternative use, Maizlish Trust shall have the right to install, light and maintain, at its expense and subject to governmental approval, designations on the Albertson's Pylon Sign for up to six (6) businesses located on Parcel One. Any such designations shall be installed below, and shall be smaller in size than, the Albertson's designation on the Albertson's Pylon Sign and the size, type, script and content of such designations shall be subject to the prior written approval of the Albertson's, which approval shall not be unreasonably withheld.

(b) The parties hereto acknowledge that RBI has constructed a pylon sign pursuant to Article VII of the Declaration in the location shown on Exhibit "A" as the "Center Pylon Sign" and hereby agree that RBI may, at its election, remove said pylon sign and replace the same with a pylon sign on Parcel Three.

7. **Execution/Effective Date.** This First Amendment may be signed in counterparts, each of which shall be deemed an original and together shall be deemed one instrument. This First Amendment shall be effective as of the date of recording in Washington County, Oklahoma, of an original of this First Amendment properly executed and acknowledged by Maizlish Trust, RBI and Albertson's as the Owners of more than seventy-five percent (75%) of the Building Area set forth on the Site Plan. In connection therewith, (i) the Maizlish Trust warrants and represents that it is the Owner, and there are no lenders or other lienholders, of Parcel One, except The 1987 Maizlish Insurance Trust; and (ii) Albertson's warrants and represents that it is the Owner, and there are no lenders or other lienholders, of Parcel Two; and RBI warrants and represents that it is the Owner, ~~and there are no lenders or other lienholders,~~ of Parcel Three.

8. **Ratification.** The Declaration, as modified herein, is hereby ratified and confirmed. Except as specifically modified by this First Amendment, the terms and conditions of the Declaration shall remain in full force and effect. This covenants and agreements set forth herein shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, assigns and personal representatives, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

EXECUTED as of the day and year first above written.

RETAIL BUILDINGS INC.,
an Oklahoma corporation

ALBERTSON'S, INC.,
a Delaware corporation

BY: W. Anthony Bostwick
W. Anthony Bostwick
Vice President

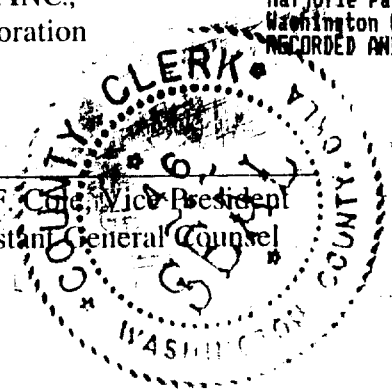
BY: _____
Charles F. Cline, Vice President
and Assistant General Counsel

IRVIN B. MAIZLISH RESTATED
TRUST U/T/A 4/11/96, d/b/a Price-75

BY: _____
Ted Greene, Jr., Co-Trustee

BY: _____
Phyllis Maizlish, Co-Trustee

DOC NUMBER 99023524
BOOK 921
PAGES 2115 - 2125
TIME 3:40:25
FEE 28.00
01/27/1999
Marjorie Parrish
Washington County Clerk
RECORDED AND FILED



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shall apply to, and restrict, Parcel One and Parcel One-A and all references in the Declaration to Parcel One shall mean and refer to Parcel One and Parcel One-A.

5. **Fueling Center.** Anything to the contrary in the Declaration notwithstanding, Albertson's may, at its election, construct, operate and maintain a fueling center, with drive-up and drive-through, within the Building Area on Parcel Two-A. Any such fueling center shall be subject to the height and all other restrictions of the Declaration as amended by this First Amendment.

6. **Signs.** (a) Anything to the contrary in the Declaration notwithstanding, in addition to the pylon sign permitted under Article VII of the Declaration, Albertson's may, at its option, construct a pylon sign structure in the location shown on Exhibit "A" hereto as "Albertson's Pylon Sign" for use by the businesses occupying Parcel Two and/or Parcel Two-A. In the event Albertson's elects not to install a fueling center on Parcel Two-A and elects to use or lease for another use or sell Parcel Two-A for an alternative use, Maizlish Trust shall have the right to install, light and maintain, at its expense and subject to governmental approval, designations on the Albertson's Pylon Sign for up to six (6) businesses located on Parcel One. Any such designations shall be installed below, and shall be smaller in size than, the Albertson's designation on the Albertson's Pylon Sign and the size, type, script and content of such designations shall be subject to the prior written approval of the Albertson's, which approval shall not be unreasonably withheld.

(b) The parties hereto acknowledge that RBI has constructed a pylon sign pursuant to Article VII of the Declaration in the location shown on Exhibit "A" as the "Center Pylon Sign" and hereby agree that RBI may, at its election, remove said pylon sign and replace the same with a pylon sign on Parcel Three.

7. **Execution/Effective Date.** This First Amendment may be signed in counterparts, each of which shall be deemed an original and together shall be deemed one instrument. This First Amendment shall be effective as of the date of recording in Washington County, Oklahoma, of an original of this First Amendment properly executed and acknowledged by Maizlish Trust, RBI and Albertson's as the Owners of more than seventy-five percent (75%) of the Building Area set forth on the Site Plan. In connection therewith, (i) the Maizlish Trust warrants and represents that it is the Owner, and there are no lenders or other lienholders, of Parcel One, except The 1987 Maizlish Insurance Trust; and (ii) Albertson's warrants and represents that it is the Owner, and there are no lenders or other lienholders, of Parcel Two; and RBI warrants and represents that it is the Owner, and there are no lenders or other lienholders, of Parcel Three.

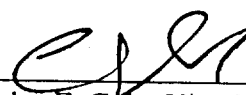
8. **Ratification.** The Declaration, as modified herein, is hereby ratified and confirmed. Except as specifically modified by this First Amendment, the terms and conditions of the Declaration shall remain in full force and effect. This covenants and agreements set forth herein shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, assigns and personal representatives, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

EXECUTED as of the day and year first above written.

RETAIL BUILDINGS INC.,
an Oklahoma corporation

ALBERTSON'S, INC.,
a Delaware corporation

BY: _____
W. Anthony Bostwick
Vice President

BY:  _____
Charles F. Cole, Vice President
and Assistant General Counsel

IRVIN B. MAIZLISH RESTATED
TRUST U/T/A 4/11/96, d/b/a Price-75

BY: _____
Ted Greene, Jr., Co-Trustee

BY: _____
Phyllis Maizlish, Co-Trustee

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shall apply to, and restrict, Parcel One and Parcel One-A and all references in the Declaration to Parcel One shall mean and refer to Parcel One and Parcel One-A.

5. **Fueling Center.** Anything to the contrary in the Declaration notwithstanding, Albertson's may, at its election, construct, operate and maintain a fueling center, with drive-up and drive-through, within the Building Area on Parcel Two-A. Any such fueling center shall be subject to the height and all other restrictions of the Declaration as amended by this First Amendment.

6. **Signs.** (a) Anything to the contrary in the Declaration notwithstanding, in addition to the pylon sign permitted under Article VII of the Declaration, Albertson's may, at its option, construct a pylon sign structure in the location shown on Exhibit "A" hereto as "Albertson's Pylon Sign" for use by the businesses occupying Parcel Two and/or Parcel Two-A. In the event Albertson's elects not to install a fueling center on Parcel Two-A and elects to use or lease for another use or sell Parcel Two-A for an alternative use, Maizlish Trust shall have the right to install, light and maintain, at its expense and subject to governmental approval, designations on the Albertson's Pylon Sign for up to six (6) businesses located on Parcel One. Any such designations shall be installed below, and shall be smaller in size than, the Albertson's designation on the Albertson's Pylon Sign and the size, type, script and content of such designations shall be subject to the prior written approval of the Albertson's, which approval shall not be unreasonably withheld.

(b) The parties hereto acknowledge that RBI has constructed a pylon sign pursuant to Article VII of the Declaration in the location shown on Exhibit "A" as the "Center Pylon Sign" and hereby agree that RBI may, at its election, remove said pylon sign and replace the same with a pylon sign on Parcel Three.

7. **Execution/Effective Date.** This First Amendment may be signed in counterparts, each of which shall be deemed an original and together shall be deemed one instrument. This First Amendment shall be effective as of the date of recording in Washington County, Oklahoma, of an original of this First Amendment properly executed and acknowledged by Maizlish Trust, RBI and Albertson's as the Owners of more than seventy-five percent (75%) of the Building Area set forth on the Site Plan. In connection therewith, (i) the Maizlish Trust warrants and represents that it is the Owner, and there are no lenders or other lienholders, of Parcel One, except The 1987 Maizlish Insurance Trust; and (ii) Albertson's warrants and represents that it is the Owner, and there are no lenders or other lienholders, of Parcel Two; and RBI warrants and represents that it is the Owner, and there are no lenders or other lienholders, of Parcel Three.

8. **Ratification.** The Declaration, as modified herein, is hereby ratified and confirmed. Except as specifically modified by this First Amendment, the terms and conditions of the Declaration shall remain in full force and effect. ~~The~~^e covenants and agreements set forth ~~herein~~^{herein} shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, assigns and personal representatives, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

EXECUTED as of the day and year first above written.

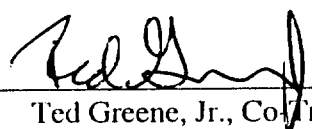
RETAIL BUILDINGS INC.,
an Oklahoma corporation

ALBERTSON'S, INC.,
a Delaware corporation

BY: _____
W. Anthony Bostwick
Vice President

BY: _____
Charles F. Cole, Vice President
and Assistant General Counsel

IRVIN B. MAIZLISH RESTATED
TRUST U/T/A 4/11/96, d/b/a Price-75

BY: 
Ted Greene, Jr., Co-Trustee

BY: 
Phyllis Maizlish, Co-Trustee

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CONSENT AND SUBORDINATION

The 1987 Maizlish Insurance Trust ("Lender") is the beneficiary under that certain Deed of Trust recorded in the official records of Washington County, Oklahoma on _____ as _____ ("Deed of Trust"). Lender hereby consents to and approves this First Amendment to Declaration of Restrictions and Grant of Easements ("First Amendment") and hereby acknowledges and agrees that the Deed of Trust and any other security instruments securing Lender's loan on the property encumbered by this First Amendment shall be subordinate to, and subject to, the terms and conditions of this First Amendment.

The 1987 Maizlish Insurance Trust

Guaranty Abstract Co
320 S Boulder
PO Box 3048
Tulsa OK 74101-3048

BY: Ted Greene, Jr.
Name: Ted Greene, Jr.
Title: Trustee

STATE OF KANSAS)
) ss.
COUNTY OF Johnson)

On this 23rd day of November, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Ted Greene, Jr., to me known to be the Trustee of The 1987 Maizlish Insurance Trust, and acknowledged to me that the said instrument is the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

August 11, 1999 

LaVon DeGross
Notary Public in and for the State of KS
Residing at 6822 W. 76th St, O.P. KS 66204

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me known to be the _____ of The 1987 Maizlish Insurance Trust, and acknowledged to me that the said instrument is the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Notary Public in and for the State of _____
Residing at _____

BK 0921 PG 2119

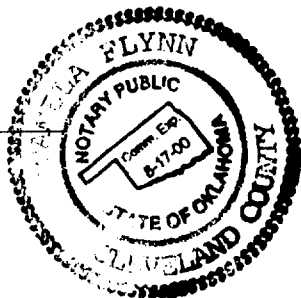
STATE OF OK)
) ss.
COUNTY OF OK)

On this 1 day of September 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **W. Anthony Bostwick**, to me known to be the Vice President of **Retail Buildings Inc.**, an Oklahoma corporation, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

8/17/2000



Pamela Flynn
Notary Public in and for the State of Oklahoma
Residing at _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **Charles F. Cole**, to me known to be the Vice President and Assistant General Counsel of **Albertson's, Inc.**, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Notary Public in and for the State of Idaho
Residing at Boise, Idaho

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ted Greene, Jr.**, Co-Trustee of the **Irvin B. Maizlish Restated Trust UTA Dated 4/11/96, d/b/a Price-75**, and acknowledged to me that the said instrument is the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Notary Public in and for the State of _____
Residing at _____

BK 0 9 2 1 Pg 2 1 2 0

STATE OF Florida)
) ss.
COUNTY OF Collier)

On this 7 day of December, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **Phyllis Maizlish**, Co-Trustee of the **Irvin B. Maizlish Restated Trust UTA Dated 4/11/96, d/b/a Price-75**, and acknowledged to me that the said instrument is the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Aug 19, 2002

Sandra J Lindke
Notary Public in and for the State of Florida
Residing at Naples
2560 Aspen Creek Ln.

NOTARY PUBLIC - STATE OF FLORIDA
SANDRA J LINDKE
COMMISSION # CC768795
EXPIRES 8/19/2002
BONDED THRU ASA 1-888-NOTARY1

BK0921PG2121

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **W. Anthony Bostwick**, to me known to be the Vice President of **Retail Buildings Inc.**, an Oklahoma corporation, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Notary Public in and for the State of _____
Residing at _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ___ day of _____, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **Charles F. Cole**, to me known to be the Vice President and Assistant General Counsel of **Albertson's, Inc.**, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Notary Public in and for the State of Idaho
Residing at Boise, Idaho

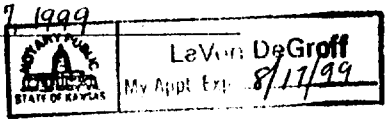
STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 23rd day of November, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ted Greene, Jr.**, Co-Trustee of the **Irvin B. Maizlish Restated Trust UTA Dated 4/11/96, d/b/a Price-75**, and acknowledged to me that the said instrument is the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

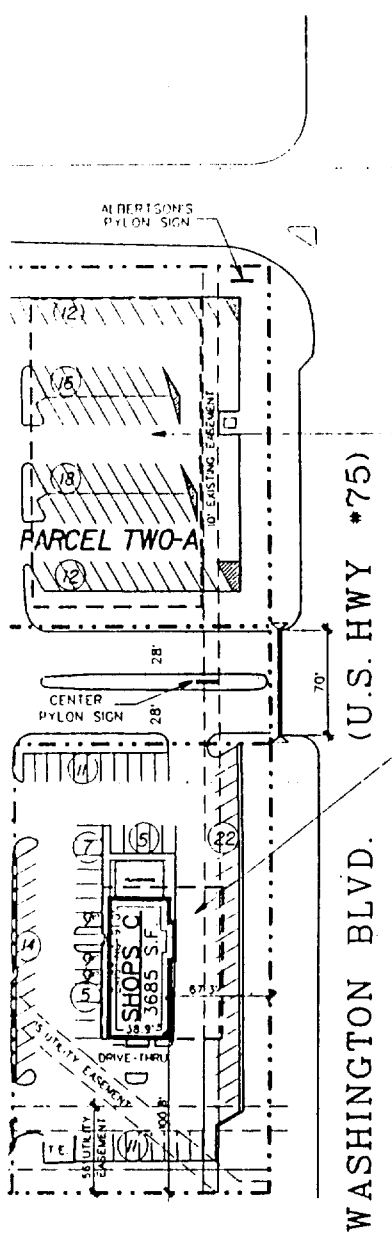
My commission expires:

August 17 1999



LeVon DeGroff
Notary Public in and for the State of KS
Residing at 6822 W. 76th St., O.P., KS 66204

BK 0921 PG 2122



GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY
NO TRUCK WELLS, NATURAL DOCK ONLY
PARKING REQUIREMENTS:

USED 1/200 S.F. OF G.B.A.

BUILDING SETBACK REQUIREMENTS:
BY CITY REVIEW.

LANDSCAPE REQUIREMENTS:
BY CITY REVIEW.

ZONING REQUIREMENTS:
EXISTING-
REQUIRED- COMMERCIAL

PAD
5,000 S.F.
MAX.
(SELF-PARK)

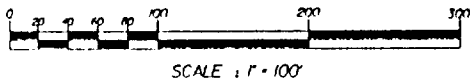
PARCEL THREE
8,000 S.F. MAX.

LEGEND

- PROPERTY/PARCEL LINE
- EXISTING BUILDINGS
- HEAVY DUTY PAVING
- EASEMENT
- BUILDING AREA
- SEASONAL SALES AREA

EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	94,461 S.F.
TOTAL CARPARKS REQUIRED	472
TOTAL CARPARKS PROVIDED	455 (-17)
TOTAL SITE AREA (+/-)	512,947 S.F. (11.78 ac.)



APPROVED BY:	DATE:
CHAIRMAN _____	
PRESIDENT _____	
EXEC. V.P./S.D. _____	
EXEC. V.P./OPS. _____	
SR. V.P./REG. _____	
GROUP V.P./R.E. _____	
V.P./ARCH. & ENG. _____	

REVISIONS	
1-15-'98	CSD REDRAWN FOR ELECTRONIC FILE COPY
7-9-'98	CSD ADD PARCEL LINES & PAD
3-11-'98	REV SHOPS AND PADS PER ORIGINAL RECORDED SITE PLAN
7-8-'98	PW ADD SEASONAL SALES AREA

Albertsons
DESIGN & CONSTRUCTION
250 PARKCENTER BLVD
BOISE, IDAHO 83726
(208)385-6200

PROJECT S.W.C.
WASHINGTON BLVD. (US HWY 75)
AND PRICE ROAD
BARTLESVILLE, OK. STORE NO. 2224
DRAWN: CSD CHECKED: RAC DATE: 1-15-'98
SHEET TITLE EXHIBIT "A" SITE PLAN
SHEET 1
2224.dgn

BK0921 PG 2124

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **W. Anthony Bostwick**, to me known to be the Vice President of **Retail Buildings Inc.**, an Oklahoma corporation, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Notary Public in and for the State of _____
Residing at _____

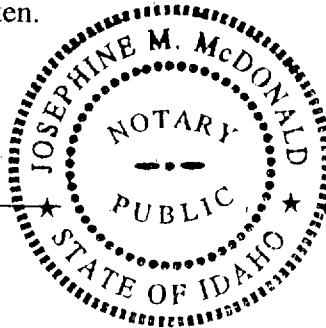
STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 21 day of August, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **Charles F. Cole**, to me known to be the Vice President and Assistant General Counsel of **Albertson's, Inc.**, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

2-01-99



Josephine M. McDonald
Notary Public in and for the State of Idaho
Residing at Boise, Idaho
Champa

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ted Greene, Jr.**, Co-Trustee of the **Irvin B. Maizlish Restated Trust UTA Dated 4/11/96, d/b/a Price-75**, and acknowledged to me that the said instrument is the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Notary Public in and for the State of _____
Residing at _____

BK 0921 PG 2125

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT (this "Restrictive Covenant") is made and entered into effective as of the 2nd day of March, 1998 by and between **Retail Buildings Inc.**, a Oklahoma corporation, (herein "RBI") and **Albertson's Inc.**, a Delaware corporation (herein "Albertson's"), in connection with the following facts and circumstances:

A. Albertson's is the owner of that certain real property shown as Parcel Two and Parcel Two-A on Exhibit "A" attached hereto and incorporated herein and more particularly described as Parcel II on Schedule I attached hereto and incorporated herein (the "Albertson's Property"); and

B. RBI is the owner of that certain real property shown as Parcel Three on Exhibit "A" attached hereto and incorporated herein and more particularly described on Schedule II attached hereto and incorporated herein (the "RBI Property").

23525

NOW, THEREFORE, for valuable consideration, RBI and Albertson's hereby covenant and agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by this reference.

2. For a period of five (5) years beginning as of the date of this Restrictive Covenant, the portion of the Albertson's Property shown as Parcel Two-A on Exhibit "A" hereto shall not be used as a "fast food" restaurant. The foregoing restriction shall not be construed to prohibit the operation of a supermarket or convenience store on Parcel Two-A.

3. This Restrictive Covenant shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This restriction set forth herein shall be a burden on Parcel Two-A and shall run with the land for the benefit of the RBI Property. The term of this Restrictive Covenant shall be five (5) years from and after the date of this Restrictive Covenant and at the end of said five (5) years term, this Restrictive Covenant shall automatically terminate and be of no further force or effect. This Restrictive Covenant may be modified only by written instrument duly executed and acknowledged by RBI and Albertson's and recorded in the office of the recorder of the county in which Parcel Two-A is located.

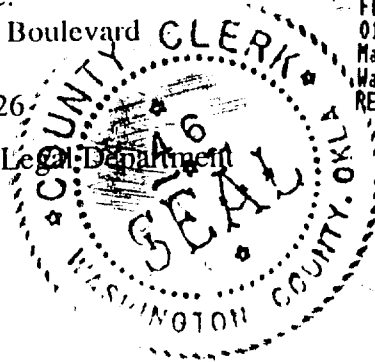
4. (a) All notices given pursuant to this Restrictive Covenant shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of the county in which the Albertson's Property is located. All notices to RBI or Albertson's shall be sent to the person and address set forth below:

RBI: Retail Buildings Inc./Braums Ice Cream
P.O. Box 25429
Oklahoma City, OK 73125
Attention: Mr. W. Anthony Bostwick,
Vice President

Albertson's: Albertson's, Inc.
250 Parkcenter Boulevard
P.O. Box 20
Boise, ID 83726

Attention: Legal Department

DOC NUMBER 99023525
BOOK 921
PAGES 2126 - 2132
TIME 3:40:25
FEE 20.00
01/27/1999
Marjorie Parrish
Washington County Clerk
RECORDED AND FILED



BK 0921 PG 2126

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Restrictive Covenant shall be deemed given upon receipt.

(b) For the purpose of this Restrictive Covenant, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

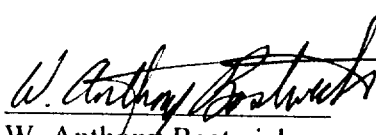
5. This Restrictive Covenant is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein. This Restrictive Covenant contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Restrictive Covenant shall be construed as a whole and not strictly for or against any party. In construing the provisions of this Restrictive Covenant and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. This Restrictive Covenant may be executed by the parties in duplicate counterparts and, upon such execution by all parties, the executed signature pages may be consolidated and this Restrictive Covenant shall then be effective as if all parties had signed the same original.

EXECUTED as of the day and year first above written.

RETAIL BUILDINGS INC.,
an Oklahoma corporation

ALBERTSON'S, INC.,
a Delaware corporation

BY:


W. Anthony Bostwick
Vice President

BY:

Charles F. Cole, Vice President
and Assistant General Counsel

BK0921PG2127

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Restrictive Covenant shall be deemed given upon receipt.

(b) For the purpose of this Restrictive Covenant, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

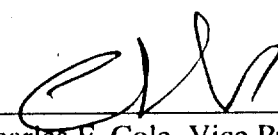
5. This Restrictive Covenant is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein. This Restrictive Covenant contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Restrictive Covenant shall be construed as a whole and not strictly for or against any party. In construing the provisions of this Restrictive Covenant and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. This Restrictive Covenant may be executed by the parties in duplicate counterparts and, upon such execution by all parties, the executed signature pages may be consolidated and this Restrictive Covenant shall then be effective as if all parties had signed the same original.

EXECUTED as of the day and year first above written.

RETAIL BUILDINGS INC.,
an Oklahoma corporation

ALBERTSON'S, INC.,
a Delaware corporation

BY: _____
W. Anthony Bostwick
Vice President

BY: 
Charles F. Cole, Vice President
and Assistant General Counsel

BK 0 9 2 1 PG 2 1 2 8

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles F. Cole, to me known to be the , Vice President and Assistant General Counsel of **Albertson's, Inc.**, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Notary Public in and for the
State of Idaho
Residing at Boise, Idaho

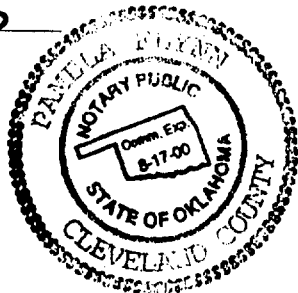
STATE OF Oklahoma)
) ss.
County of Oklahoma)

On this 1st day of September, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Anthony Bostwick, to me known to be the Vice President of **Retail Buildings Inc.**, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

8/17/2000



Pamela Flynn
Notary Public in and for the
State of Oklahoma
Residing at _____

BK 0921 PG 2129

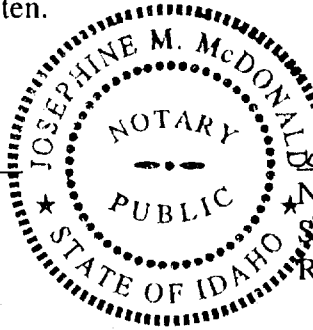
STATE OF IDAHO)
) ss.
County of Ada)

On this 21 day of August, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles F. Cole, to me known to be the , Vice President and Assistant General Counsel of **Albertson's, Inc.**, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

2-01-99



Josephine M. McDonald
Notary Public in and for the
State of Idaho
Residing at Boise, Idaho
ampa

STATE OF)
) ss.
County of)

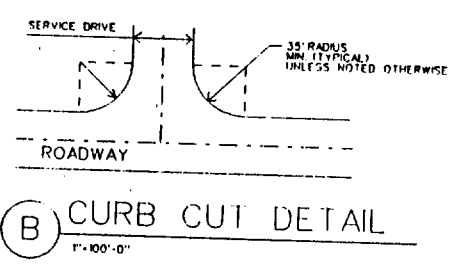
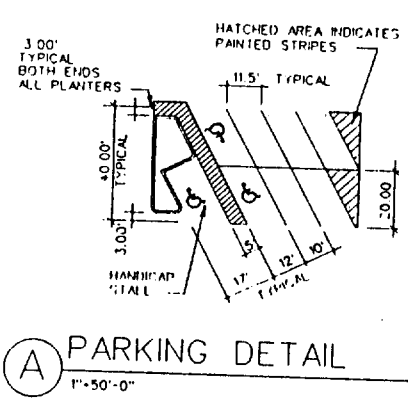
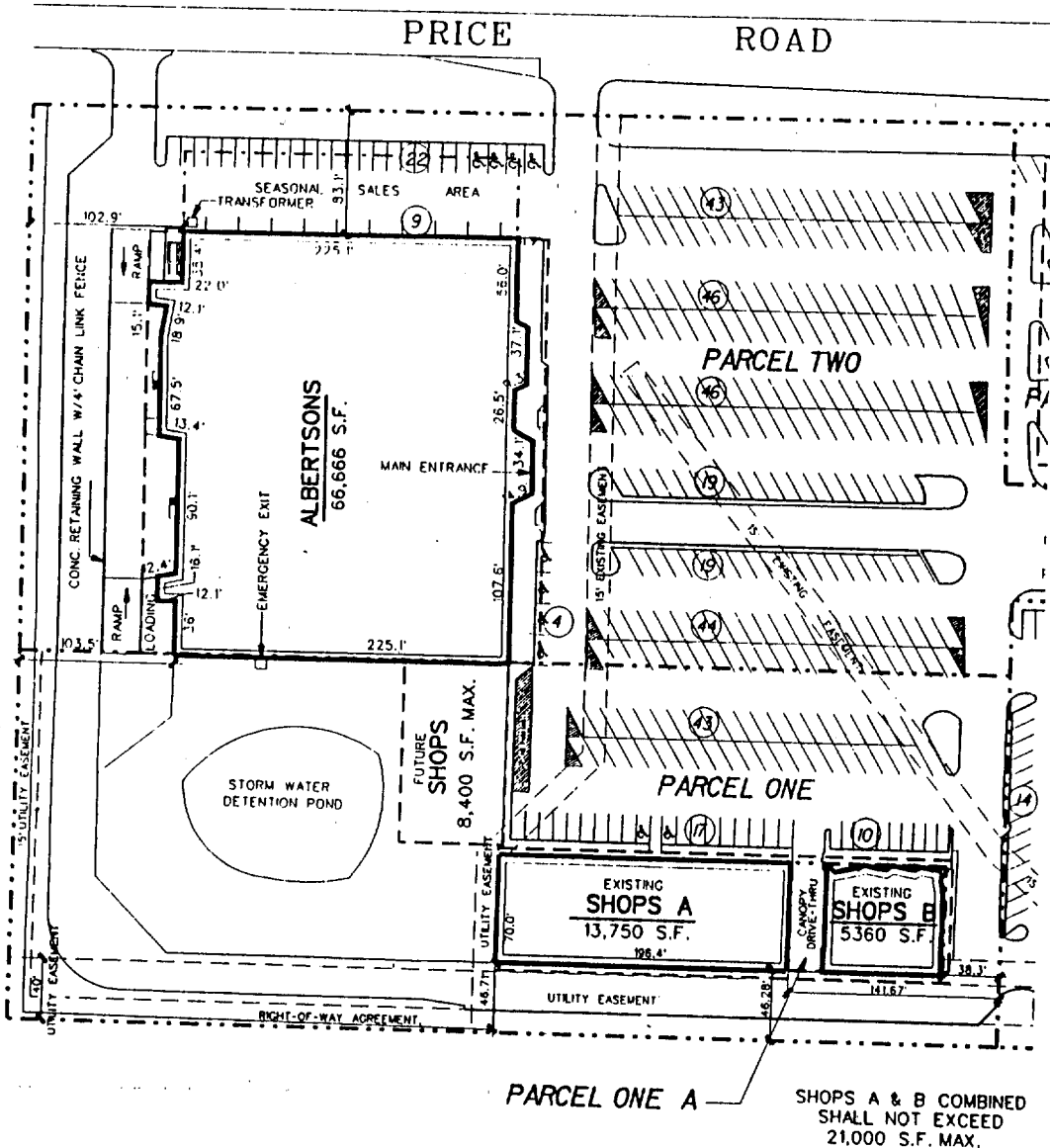
On this _____ day of _____, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Anthony Bostwick, to me known to be the Vice President of **Retail Buildings Inc.**, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

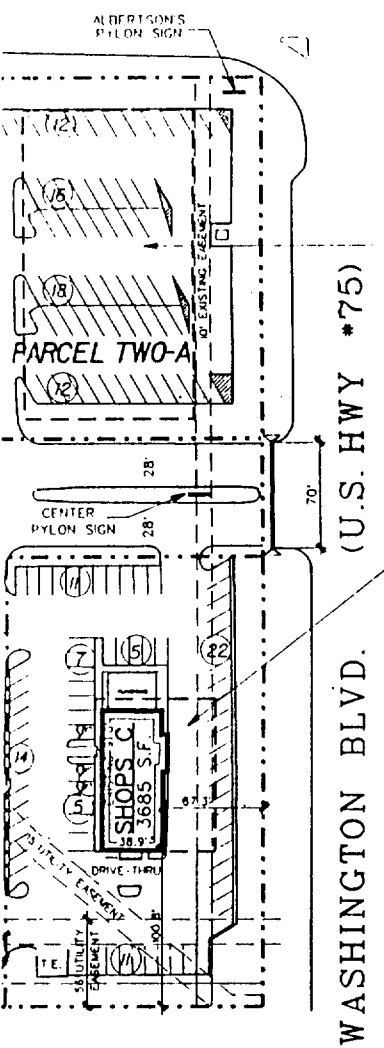
WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Notary Public in and for the
State of _____
Residing at _____

BK 0921 Pg 2 | 30





GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY
 NO TRUCK WELLS, NATURAL DOCK ONLY
 PARKING REQUIREMENTS:

USED 1/200 S.F. OF G.B.A.

BUILDING SETBACK REQUIREMENTS:
 BY CITY REVIEW.

LANDSCAPE REQUIREMENTS:
 BY CITY REVIEW.

ZONING REQUIREMENTS:
 EXISTING-
 REQUIRED- COMMERCIAL

PAD
 5,000 S.F.
 MAX.
 (SELF-PARK)

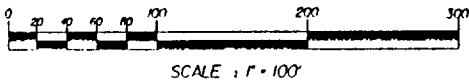
PARCEL THREE
 8,000 S.F. MAX.

LEGEND

- PROPERTY/PARCEL LINE
- EXISTING BUILDINGS
- HEAVY DUTY PAVING
- EASEMENT
- BUILDING AREA
- SEASONAL SALES AREA

EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA 94,461 S.F.
 TOTAL CARPARKS REQUIRED 472
 TOTAL CARPARKS PROVIDED 455 (-17)
 TOTAL SITE AREA (-/-) 512,947 S.F. (11.78 ac.)



APPROVED BY:	DATE:
CHAIRMAN _____	_____
PRESIDENT _____	_____
EXEC. V.P./S.D. _____	_____
EXEC. V.P./OPS. _____	_____
SR. V.P./REG. _____	_____
GROUP V.P./R.E. _____	_____
V.P./ARCH. & ENG. _____	_____

MR
MR
MR

REVISIONS	
1-15-'98	CSD REDRAWN FOR ELECTRONIC FILE COPY
2-9-'98	CSD ADD PARCEL LINES & PAD
3-11-'98	REV SHOPS AND PADS PER ORIGINAL RECORDED SITE PLAN
7-8-'98	RW ADD SEASONAL SALES AREA.



PROJECT
 S.W.C.
 WASHINGTON BLVD.
 (US HWY 75)
 AND
 PRICE ROAD
 BARTLESVILLE, OK.
 STORE NO.
2224

DRAWN CSD CHECKED RAC
 DATE 1-15-'98

SHEET TITLE
EXHIBIT "A" SITE PLAN

SHEET
1
 2224.dgn