

THIS AGREEMENT made this 9 day of MAY, 1973, between
SAFeway STORES, INCORPORATED, a Maryland corporation, and JOHN W. BURRUS,
herein jointly called "Safeway", and GULF-MART REALTY CORP., a Texas
corporation, herein called "Developer".

R E C I T A L S

1. Safeway is or will be the fee and/or leasehold owner of Parcel I as shown on the plan attached hereto as Exhibit "A" hereof, and which is more particularly described as Parcel I on Exhibit "B" hereof.
2. Developer is the owner of Parcel II as shown on the plan attached hereto as Exhibit "A" hereof, and which is more fully described as Parcel II on Exhibit "B" hereof.
3. Safeway and Developer desire that said Parcel I and Parcel II be developed in conjunction with each other to form a commercial shopping center (sometimes hereinafter referred to as the "shopping center") and desire said Parcel I and Parcel II be subject to the easements and the covenants, conditions and restrictions hereinafter set forth, pursuant to a general plan of improvement of said Parcel I and Parcel II.

A G R E E M E N T

In consideration that the following encumbrances shall be binding upon the parties hereto and shall attach to and run with Parcel I and Parcel II, and shall be for the benefit of and shall be limitations upon all future owners of said Parcel I and Parcel II and that all easements herein set forth shall be appurtenant to the dominant estates, and in consideration of the promises, covenants, conditions, restrictions, easements and encumbrances contained herein, Safeway and Developer do hereby agree as follows:

T E R M S

1. "Building Areas" as used herein shall mean that portion of Parcel I ~~as shown on Exhibit "A" as "Proposed Handy Dan" and "Reserve B" and "Reserve C".~~ and that portion of Parcel II shown on Exhibit "A" as "Proposed Handy Dan" and "Reserve B" and "Reserve C". "Common Areas" shall be all of Parcels I and II except said Building Areas.
2. No building shall be constructed on Parcel I or II, except within the building areas or shall exceed one story in height (35 feet) (plus mezzanines) and such buildings shall be for commercial purposes of the type usually found in a retail shopping center and that the tenants occupying same shall be primarily retail and service tenants of the type normally associated with a retail shopping center and buildings shall be designed and built in conformity with sound architectural and engineering standards. It being further agreed that the buildings will be of first quality construction and architecturally designed so that the exterior elevation of each will be architecturally and aesthetically compatible with the other buildings, all as shown on Exhibit "A"; and furthermore, the parties shall cooperate to provide common footings and encroachment permits or easements for same to permit the construction of any adjoining walls, or reach agreement on construction and use of a party wall with easements for same and the footings of such wall, if use of a party wall is deemed acceptable by both parties. It is further agreed and understood that Safeway will construct a sprinklered building on Parcel I and Developer will provide

* located west of the easterly wall of the Safeway store shown on Exhibit "A"
EXHIBIT "C"

100-36

that any building constructed immediately adjacent to the Safeway building will also be sprinklered.

3. Subject to existing easements of record, the common area shall be used for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, for driveway purposes, and for the convenience and comfort of customers, invitees and employees of all businesses and occupants of the buildings constructed within said building areas. Each party, as grantor, hereby grants to the other party for the benefit of said other party, its employees, customers and invitees a nonexclusive easement for roadways, walkways, ingress and egress, the parking of motor vehicles, use of facilities installed for the comfort and convenience of employees, customers and invitees on the common areas of the grantor's parcel. Customers and invitees shall not be permitted to park in the common areas except while shopping or transacting business on Parcel I or Parcel II. Employees shall not be permitted to park in the common area, except in areas designated as employee parking areas which may be from time to time mutually approved between the parties hereto. Persons using common areas in accordance with this agreement shall not be charged any fee for such use. All of the uses permitted within the common areas shall be used with reason and judgment so as not to interfere with the primary purpose of the common areas which is to provide for parking for the customers, invitees and employees of those businesses conducted within the business areas and for the servicing and supplying of such businesses.

The foregoing shall not be construed as forbidding the granting of appropriate and proper easements for installation, repair and replacement of storm drains, utilities, sewers and other proper services necessary for the orderly development and operation of the common areas and the buildings to be erected upon the building area. Both parties will use their best effort to cause the installation of such utility lines prior to the paving of the common area. The parties shall cooperate in the granting of easements between the parties hereto to provide for such utilities and services serving such buildings and the common area.

4. When any building is constructed within the building area on Parcels I and II, the common areas on Parcels on which the buildings are constructed shall be developed in accordance with Exhibit "A" at the expense of the owner of said Parcel. Developer agrees to develop the service drives (part of common area) delineated on the attached Exhibit "A" simultaneously with the development and construction of Parcel I by Safeway. Developer further agrees that any portion of Parcel II which is not initially developed with building or common area as required by this agreement shall be graded and graveled and maintained in a neat and clean condition. Both parties agree that at all times there shall be maintained on both Parcels I and II not less than ~~thousand~~ square feet of developed common area for each one (1) square foot of total building floor area on said Parcels, including all basements and mezzanines.

Following completion of the improvement of the common area, as aforesaid, parties hereto shall maintain said common area in good condition and repair, said maintenance to include, without limiting the generality of the foregoing, the following:

(A) Maintaining the 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 in quality, use and durability.

(B) Removing all papers, debris, filth and refuse 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 appropriate directional signs, markers and lines.

* Two point seven five (2.75)

1M1 500 21335

(E) Maintaining all perimeter walls in a good condition and state of repair; and

(F) Maintaining all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

All portions of the common areas shall be maintained as outlined above at the expense of the respective owners thereof. The arrangement of the common areas shall not be changed except by mutual agreement of the owners of 75% of the land area of Parcel I and Parcel II, together with Safeway's written consent so long as it has an interest either as tenant or owner of Parcel I and the consent of Developer so long as it has an interest as owner/tenant in Parcel II. Subject to the mutual agreement of the above-mentioned parties, a third party may be appointed as an agent of said parties to maintain the common area in a manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees which sums are to be included in the general maintenance expense paid by the respective owners of the common area.

Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the common area owned by it.

5. No signs shall be located on the common areas on Parcels I or II except signs advertising businesses conducted thereon with no more than two (2) signs on the common areas on Parcel I and two (2) signs on the common areas on Parcel II. No signs shall obstruct the ingress and egress shown on Exhibit "A".

6. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person or property and occurring on its own parcel except if caused by the act or neglect of the other party. Each party shall provide public liability insurance with limits of not less than \$100,000/\$300,000 covering its obligations under this paragraph.

7. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's parcel or give the public or any government any rights in Parcels I or II, it being agreed that in the event of any such exercise of eminent domain or transfer in lieu thereof of any part of the common areas located on Parcel I or Parcel II, that the award attributable to the land and improvements of such portion of the common areas shall be payable only to the owner in fee thereof and no claim thereon shall be made by the owners of any other portion of the common areas; provided further, however, that all such other owners of the common areas may file collateral claims with the condemning authority over and above the value of the land area and improvements to be taken, and provided that nothing in this paragraph shall prevent a claimant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment. It is further agreed that the owner of the fee 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 the condition of same immediately prior to such condemnation or transfer to the extent that the proceeds of such award are sufficient to pay the costs of such restoration and repair and without contribution from any other owner.

8. The covenants, restrictions, benefits, and obligations hereunder shall extend to all benefits and servitudes upon Parcels I and II running with the land. This agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives,

FWK 500 PAGE 388

9. In event of breach or threatened breach of this agreement, only all record owners of Parcel I as a group, or record owners of 75% of the land area of Parcel II as a group, or Safeway so long as it has an interest as owner or tenant in Parcel I, or Developer so long as it has an interest as an owner, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach.

Amended

10. This agreement may be modified or cancelled only by the written consent of ~~xxx~~ 75% of the owners of Parcel I and 75% of the land area of Parcel II, together with Safeway's written consent as long as it has an interest as either tenant or owner in Parcel I, and together with the written consent of Developer, so long as it has an interest as an owner in Parcel II, which consents shall not be unreasonably withheld.

11. Each and every charge or burden imposed or that may be imposed upon said Parcel I and Parcel II or any part thereof pursuant to any provision of this agreement, is, and shall at all times be, subject and subordinate to the lien or charge of any mortgage or deed of trust made in good faith and for value, affecting said Parcel I or Parcel II or any part thereof, or any improvements now or hereafter placed thereon, and a breach of any of the covenants or conditions hereof shall not defeat or render invalid the lien or charge of any such mortgage or deed of trust; provided, however, that title to any said property acquired through sale under foreclosure of any such mortgage or deed of trust whether foreclosure is affected by power of sale, judicial proceedings, or otherwise, shall be subject to all such charges and burdens affecting said Parcel I or Parcel II; and further provided, that except to the extent hereinabove set forth, nothing contained in this paragraph shall impair the priority of this agreement over the lien or charge of any such mortgage or deed of trust.

12. If during the existence of this agreement, Safeway shall sell or transfer or otherwise terminate its interest as owner or tenant in Parcel I or in the event Developer shall sell or transfer its interest in all or a part of Parcel II, then from and after the effective date of such sale, transfer or termination of interest, Safeway or Developer shall be released and discharged from any and all obligations, responsibilities and liabilities under this agreement, except those which have already accrued as of such date.

13. Unless otherwise cancelled and terminated, this agreement and all the covenants, rights and obligations hereof shall automatically terminate and be of no further force or effect after June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

SAFEMART STORES, INCORPORATED
(a Maryland corporation)

By [Signature]
Its Assistant Vice President

By [Signature]
Its Assistant Secretary

JOHN V. BURNETT, an individual
[Signature]
("Safeway")

DEVELOPER CORP.
(a Texas corporation)
[Signature]
("Developer")



PROPOSED STREET

PARCEL I

PROPOSED
SAFEWAY

PROPOSED
HANDY PAN

PARCEL II

RESERVE 'C'

EXHIBIT "A"

DANVERS DR

BELL ST

2W 240 ST

[Handwritten signature]

1. SURVEY
2. PLANNING
3. PRELIMINARY
4. CIVIL ENGINEERING

THE ENGINEERING
FIRM OF
JAMES H. HARRIS & SONS
INCORPORATED
1000 BROADWAY
NEW YORK 10003

PARCEL I

Vol 500
Page 900

A tract of land out of the Easterly portion of Corrected Belmar Addition Unit No. 12, an addition to the City of Amarillo, Randall County, Texas and being described by metes and bounds as follows:

BEGINNING at the Northeast corner of Section 27, Block 9, B.S.&F. Survey, Potter and Randall Counties, Texas;

THENCE N. 89° 57' W., 60 feet to a point;

THENCE S. 00° 28' 30" E., 4834.59 feet to the Southeast and BEGINNING CORNER of this tract;

THENCE S. 89° 31' 30" W., 534.96 feet to a point in the Easterly R. O. W. line of Danvers Drive;

THENCE N. 00° 28' 30" W., 6.47 feet to the Beginning of a curve to the left, with a radius of 212.0 feet;

THENCE Northwesterly along said curve, a distance of 79.65 feet to a point;

THENCE Northeasterly on a curve to the right, with a radius of 218.11 feet, a distance of 153.53 feet to the end of said curve;

THENCE N. 89° 31' 30" E., 408.64 feet to a point, the Northwest corner of this tract, same being a point in the Westerly R. O. W. line of Bell Street;

THENCE S. 00° 28' 30" E., 136.12 feet to the BEGINNING CORNER of this tract.

TOGETHER WITH the following described real property:

A tract of land containing 38307 square feet or 0.811 acres out of the Southeasterly portion of Corrected Belmar Addition Unit No. 12, an addition to the City of Amarillo, Randall County, Texas and being described by metes and bounds as follows:

BEGINNING at the Northeast corner of Section 27, Block 9, B. S. & F. Survey, Potter and Randall Counties, Texas;

THENCE S. 89° 57' W., 60 feet to a point;

THENCE S. 00° 28' 30" E., 4834.59 feet to a point;

THENCE S. 89° 31' 30" W., 534.96 feet to the Northeast and BEGINNING CORNER of this tract;

THENCE S. 00° 28' 30" E., 6.47 feet to a point;

THENCE S. 89° 31' 30" W., 534.96 feet to a point in the Easterly R. O. W. line of Danvers Drive;

THENCE N. 00° 28' 30" W., 79.65 feet to an iron rod;

THENCE N. 89° 31' 30" E., 153.53 feet to the BEGINNING CORNER of this tract.

Survey No.
Page 11

PARCEL II

A tract of land containing 5.272 acres out of the Southeasterly portion of Belmar Addition Unit No. 12, an addition to the City of Amarillo, Randall County, Texas, and being described by metes and bounds as follows:

BEGINNING at the Northeast corner of Section 27, Block 9, B.S.&F. Survey, Potter and Randall Counties, Texas;

THENCE N. $89^{\circ} 57'$ W. 50 feet to a point;

THENCE S. $00^{\circ} 28' 30''$ E., 4834.59 feet to a point;

THENCE S. $89^{\circ} 31' 30''$ W., 10 feet to the BEGINNING CORNER of this tract;

THENCE S. $00^{\circ} 28' 30''$ E., with the West R. O. W. line of Bell Street, 328 feet to a point;

THENCE N. $89^{\circ} 47' 00''$ W., 150 feet to a point;

THENCE S. $00^{\circ} 28' 30''$ E., 150 feet to a point on the North R. O. W. line of Southwest 34th Avenue;

THENCE N. $89^{\circ} 47' 00''$ W., with the North R. O. W. line of Southwest 34th Avenue, 385 feet to the intersection of the North R. O. W. line of Southwest 34th Avenue and the East R. O. W. line of Danvers Drive;

THENCE N. $00^{\circ} 28' 30''$ W., with the East R. O. W. line of Danvers Drive 471.54 feet to a point;

THENCE N. $89^{\circ} 31' 30''$ E., 534.96 feet to the BEGINNING CORNER of this tract.

EXCEPT FOR the following described real property:

A tract of land containing 35307 square feet or 0.811 acres out of the Southeasterly portion of Corrected Belmar Addition Unit No. 12, an addition to the City of Amarillo, Randall County, Texas and being described by metes and bounds as follows:

BEGINNING at the Northeast corner of Section 27, Block 9, B. S. & F. Survey, Potter and Randall Counties, Texas;

THENCE S. $89^{\circ} 57'$ W., 50 feet to a point;

THENCE S. $00^{\circ} 28' 30''$ E., 4834.59 feet to a point;

THENCE S. $89^{\circ} 31' 30''$ W., 10 feet to the Northeast and BEGINNING CORNER of this tract;

THENCE S. $00^{\circ} 28' 30''$ E., 66.0 feet to a point;

THENCE S. $89^{\circ} 31' 30''$ W., 534.96 feet to a point in the Easterly R. O. W. line of Danvers Drive;

THENCE N. $00^{\circ} 28' 30''$ W., 66.0 feet to an iron rod;

THENCE N. $89^{\circ} 31' 30''$ E., 534.96 feet to the BEGINNING CORNER of this tract.

500-401

PAGE 500 NOV 1972

ACKNOWLEDGMENT:

STATE OF TEXAS)
COUNTY OF POTTER) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOHN W. BURRUSS, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, and declared that they have willingly signed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of March, 1973.

My commission expires: June 1, 1973

(Notarial Seal)

James H. Harris
NOTARY PUBLIC for Potter
County and Texas State.

STATE OF CALIFORNIA }
COUNTY OF ALABAMA } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOHN W. BURRUSS and RICHARD H. COLEMAN, known to me to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed, and declared that they have willingly signed the same for the purposes and consideration therein expressed, and in the act and deed of said instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of February, 1973.

(Notarial Seal)
NOTARY PUBLIC
JOHN W. BURRUSS
POTTER COUNTY, TEXAS

James H. Harris
NOTARY PUBLIC in and for the State of
Texas, my official office is
in the County of Potter.

These Acknowledgments.

STATE OF California)
COUNTY OF Los Angeles) ss.

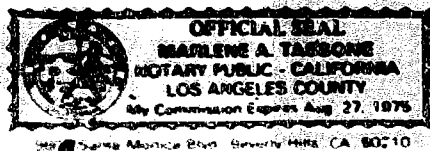
Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lee and Don M. Bell, known to me to be the persons whose names are subscribed to the foregoing instrument as Vice President and Secretary, respectively of Jeff M. Bell Corp., a corporation, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12 day of March, 1973.

My commission expires: August 27, 1975

(Notarial Seal)

NOTARY PUBLIC for Los Angeles
County, California



ACKNOWLEDGMENT:

STATE OF California)
COUNTY OF Los Angeles) ss.

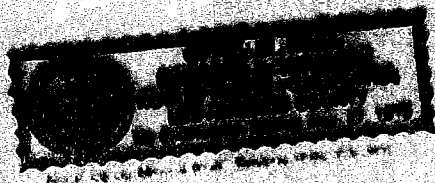
Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lee and Don M. Bell, known to me to be the persons whose names are subscribed to the foregoing instrument as Vice President and Secretary, respectively of Jeff M. Bell Corp., a corporation, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12 day of March, 1973.

My commission expires: August 27, 1975

(Notarial Seal)

NOTARY PUBLIC for Los Angeles
County, California

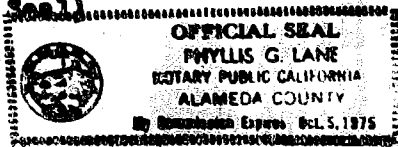


IN 500 403

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared PATRICK S. TOTMAN and RICHARD H. COSTELLO, known to me to be the persons whose names are subscribed to the foregoing instrument as Assistant Vice President and Assistant Secretary, respectively, of SAFWAY STORES, INCORPORATED, a Maryland corporation, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of February, 1973. My commission expires: 10/5/75.

(Notarial Seal)



Phyllis G. Lane
PHYLLIS G. LANE
NOTARY PUBLIC in and for the State of
California, with principal office in
the County of Alameda.

Texas Acknowledgment.

540301

Safeway Stores, Inc.

to
Self-Hart Realty Corp.

RECORDED
INDEXED

RECORDED
INDEXED

6-11-73

RECORDED

RECORDED
INDEXED
6-11-73

W I T N E S S E T H :

3. It is understood that there shall be and there is hereby eliminated from the provisions of paragraph 4 for a change of the arrangement of the common areas and of paragraph 4 for the modification or cancellation of this agreement, the following portions of the common area:

587 563

2. A rectangular strip of land 28 feet wide lying immediately to the north of Reserve "B," but extending in an easterly direction to a point 43.8 feet east of the eastern boundary of Reserve "B," and

3. A rectangular strip of the common area 43.8 feet wide lying immediately to the east of the eastern boundary of Reserve "B."

All as is shown on the attached plot plan, Exhibit A, and shaded in yellow. These portions of the common area shall be used for the same driveway purposes as are the other driveways shown on Exhibit A, as well as for ingress to and egress from Reserve "B." Within the shaded area there shall be no change, modification, rearrangement or cancellation other than is approved by Richard K. Archer, M.D.P.A. or its successors or assigns.

The parties agree that the yellow stripes presently on the pavement indicating five parking spaces directly to the east of Reserve "B" shall be painted out and obliterated at the cost of Richard K. Archer, M.D.P.A. "

4. That the Exhibit "A" plot plan attached to said ECR Agreement shall be replaced and superseded by the Exhibit "A" plot plan dated June 25, 1976 attached hereto as Exhibit "A" and signed by all parties hereto.

5. That this agreement shall be effective and enforceable as of the date hereof.

6. That except as amended hereby said ECR Agreement dated May 9, 1973 recorded June 11, 1973 shall in all other particulars, terms and conditions remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this agreement as of the date and year first above written.

JOHN W. BURRUSS, Trustee


John W. Burruss

SAFEWAY STORES, INCORPORATED
(a Maryland corporation)

By 

Its

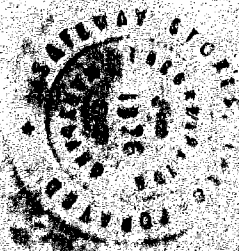
By 

Its

RICHARD K. ARCHER, M.D., P.A.

By 

Richard K. Archer, President



100-587-570


BARRY REALTY, INC.
(a Texas corporation)

By  President

By  Vice President

The above agreement is approved and consented to this
day of June, 1976.

WESTERN NATIONAL LIFE INSURANCE CO.


By  Vice President

THE STATE OF TEXAS

COUNTY OF POTTER

BEFORE ME, the undersigned authority, in and for said
County and State, on this day personally appeared JOHN W.
BURRUSS, known to me to be the person whose name is subscribed
to the foregoing instrument, and acknowledged to me that
executed the same for the purposes and consideration there
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2 day
of July, A.D. 1976.


Notary Public, Potter County,

THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

BEFORE ME, the undersigned, a Notary Public, in and
for said county and state, on this day personally appeared
Patrick J. Tolman and Richard H. Costello
known to me to be the persons and officers whose names are
subscribed to the foregoing instrument and acknowledged to
me that the same was the act of the said SAFEWAY STORES,
INCORPORATED, a corporation, and that they executed the
same as the act of such corporation for the purposes and
consideration therein expressed, and in the capacities
therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20 day of
July, A.D. 1976.




Notary Public, Alameda County,
California

567 571

OL 587 REC 572

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared RICHARD K. ARCHER, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said RICHARD K. ARCHER, M.D., P.A., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of June, A.D. 1976.

Judy Watson
Notary Public, Potter County, Texas

THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared JIMMAE HARRIS and THOMAS ANDERSEN, known to me to be the officers and persons whose names are subscribed to the foregoing instrument and acknowledged to me they the same was the act of the said GULF-MART, INCORPORATED, a corporation, and that they executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of AUGUST, A.D. 1976.

M. J. ...
Notary Public, LOS ANGELES County,
CALIFORNIA

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a notary public in and for said county and state, on this day personally appeared John A. Garner and John A. Garner, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said BARKO REALTY, INC., a corporation, and that they executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of June, A.D. 1976.

Shirley A. Fowler
Notary Public, _____ County,

THE STATE OF Idaho

COUNTY OF Pellon

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared J. J. Kelly, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said WESTERN NATIONAL LIFE INSURANCE CO., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this
day of July, A.D. 1976.

Robert Pellon
Notary Public, Pellon

Cover



587-613

87 574

WESTERN NATIONAL LIFE INSURANCE CO.

By

Its

RICHARD K. ARCHER, M.D., P. A.

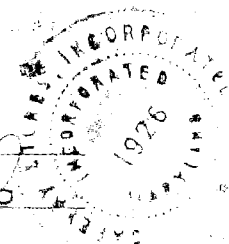
By

Richard K. Archer, President

SAFeway STORES, INCORPORATED
(a Maryland corporation)

By

By



GULF-MART, INCORPORATED
(a Texas corporation)

By

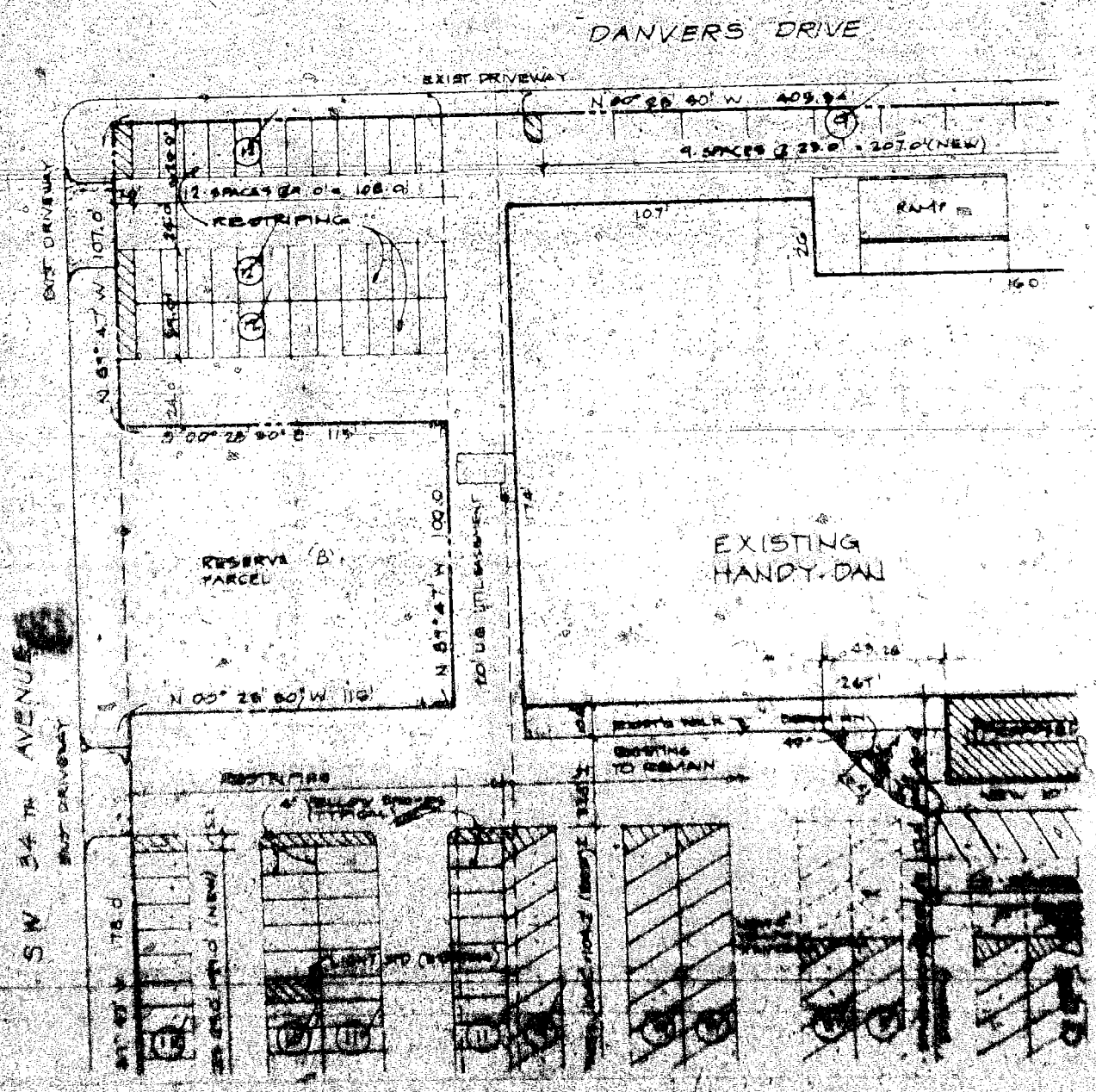
By

BARRO REALTY, INC.

By

By

June 23, 1976





SITE PLAN

SCALE: 1" = 40'

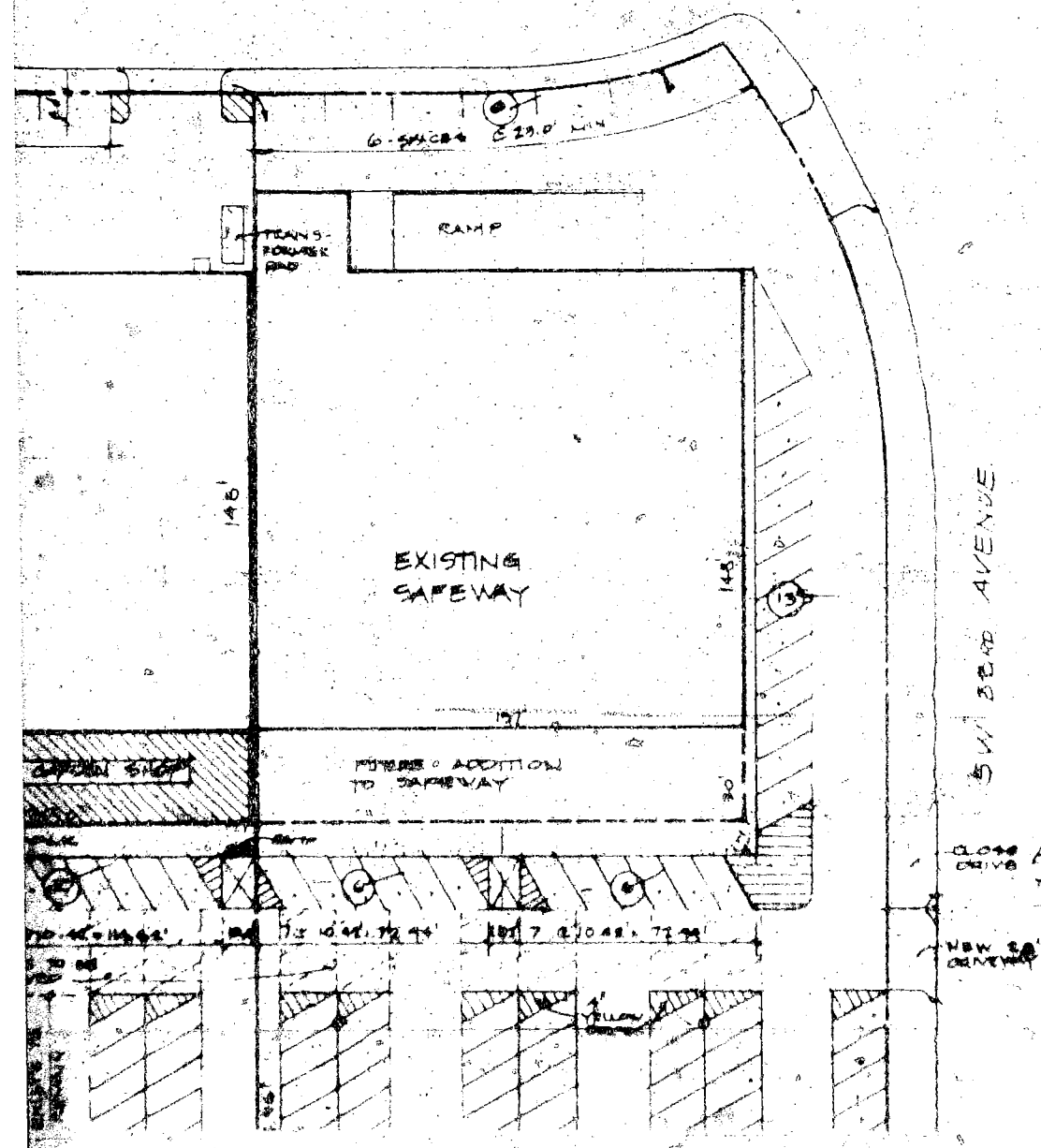
SAFARIWAY 1A	29,016	SF
(EXISTING LOT 100.0)		
HANDY CARPORTING	42,298	SF
1 OF 100.000 SHOP	5,600	SF
TOTAL	74,928	SF

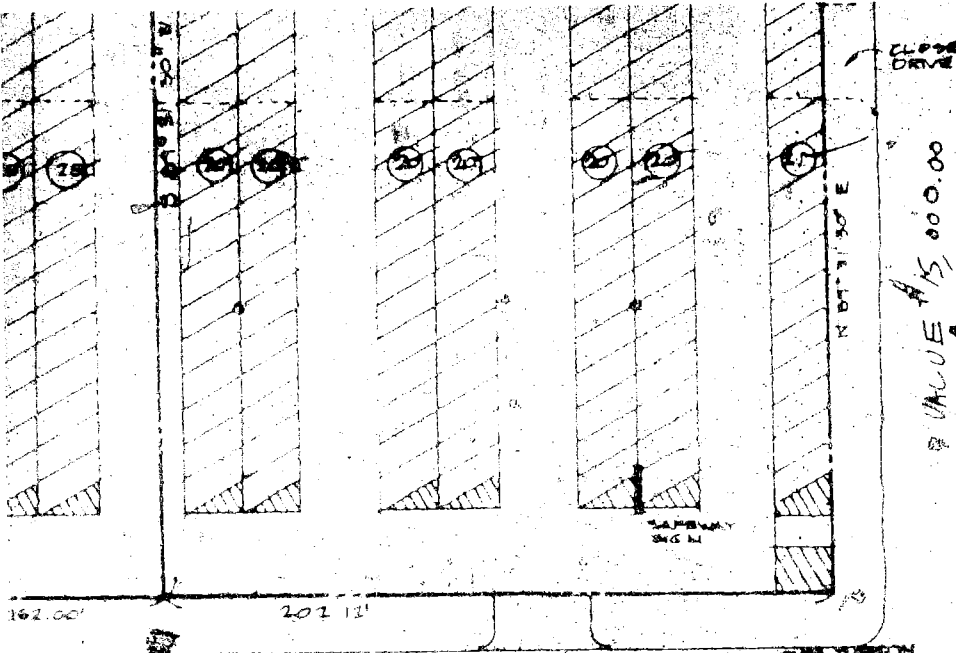
SAFARIWAY 1A	1 CAR PER 100 SF
TOTAL PARKING SPACES FOR SAFARIWAY	418 SPACES
HANDY CARPORTING	418 SPACES
LESS SPACE FOR PIZZA HUT	28 SPACES
TOTAL PER 100.000 SAFARIWAY	507 SPACES
TOTAL PARKING SPACES FOR	
HANDY CARPORTING	378 SPACES
TOTAL	17 SPACES

REVISIONS
 7 APR 76
 21 APR 76
 25 JUNE 76

GARDEN SHOP FOR HANDY-DAN
 AMARILLO, TEXAS

8680
 7027





VALUE \$15,000.00
FEE \$95.00

EXCEPT WHERE NOTATIONS APPEAR THEREON
THESE PLANS ARE APPROVED WITH NOTATIONS APPEAR THEREON
ANY SUBSTANTIAL CHANGE INVOLVING FIRE RATING OR STRUCTURAL
CONDITIONS MUST BE APPROVED BY THE BUILDING OFFICIAL ANY
CONDITION NOT COVERED IN THE PLANS OR SPECIFICATIONS IS
NOT APPROVED.

BUILDING OFFICIAL [Signature] PLANNING [Signature]
UTILITIES [Signature] TRAFFIC ENGR. [Signature]
CITY ENGR. [Signature] FIRE MARSHAL [Signature]

A COPY OF THE PLANS BEARING THIS STAMP OF APPROVAL SHALL BE
ON THE JOB AT ALL TIMES.

LANDY DASH PARKING
NCL 20 SPACES FOR
PIZZA HUT
SAFETY PARKING
TOTAL PARKING PROVIDED = 410 SPACES



EXHIBIT A

PLOT PLAN JUNE 25, 1976

149667

REPLICATION OF AGREEMENT TO ABANDON
OF EASEMENTS WITH CUMULATIVE
RESTRICTIONS AFFECTING LAND

John W. Galtus, Trustee, Safeway Stores, Inc.,
Richard A. Archer, M.D., P.A.,
Barrio Realty, Inc.

John W. Galtus, Trustee, Safeway Stores, Inc.,
Richard A. Archer, M.D., P.A.,
Barrio Realty, Inc.

FILED FOR RECORD
ALB. O'Connell

SEP 14 1976

LAWY-HUTTON
County Clerk, Galveston County, Texas

Recorded
9-13-76
10

Box 25002
Oklahoma City, Oklahoma
ATTN: J. P. Berry, Jr.

587 578

PAUL MAYEUX : ASBLOC
ARCHITECT'S PLA
2223 WEST LOOP 713-682
HOUSTON TEXAS