

GF# 98-3495 JAH

598534 -2100

CROSS EASEMENT AGREEMENT

This Cross Easement is effective this 7th day of September, 1999, by and between R & B PROPERTIES, an Oklahoma partnership ("R & B"), and RED CANYON PROPERTIES L.P., a Texas limited partnership ("Red").

RECITALS:

- A. R & B is the owner of certain real property located in Amarillo, Texas, which property is shown on Exhibit A attached hereto (the "R & B Parcel").
- B. Red is the owner of certain real property adjacent to the southern and eastern boundaries of the R & B Parcel and said property is shown on Exhibit B attached hereto (the "Red Parcel").
- C. Red intends to develop the Red Parcel for use by Walgreen (hereinafter defined).
- D. R & B and Red desire to grant to each other nonexclusive ingress and egress easements over a portion of each parcel as shown on Exhibit C attached thereto (the "Site Plan") and legally described on Exhibit D attached hereto (the "Easement Area").
- E. R&B and Red are each an "owner" herein.

GRANT OF EASEMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in reliance upon the above recitals, and in consideration of the promises and covenants contained herein, R & B hereby grants, bargains, sells, and conveys to Red, its employees, agents, contractors, customers, invitees, licensees, tenants or occupant, and Red hereby grants, bargains, sells, and conveys to R & B, its employees, agents, contractors, customers, invitees, licensees, tenants, or occupant, nonexclusive cross easements for ingress and egress over the Easement Area and as shown on the Site Plan, subject to the following terms and conditions:

1. The use of the cross easements will be limited solely for vehicular and pedestrian ingress and egress to Bell Street and 34th Street in Amarillo, Texas. Any use of the cross easements shall not unreasonably interfere with the use of the burdened parcel. At no time shall any party block, close, alter, change, remove, or obstruct access. No parking rights are granted herein to R & B, i.e., neither R & B nor any of its customers, guests, invitees, employees or agents may park vehicles on the Red Parcel. Also, no parking rights are granted herein to Red, i.e., neither Red nor any of its customers, guests, invitees, employees, or agents may park vehicles on the R&B Parcel.
2. The cross easements shall run with and benefit and burden both the R & B Parcel and the Red Parcel. The grant of cross easements as shown on the Site Plan shall run to R & B and Red, their heirs, successors, assigns, agents, licensees, invitees, and tenants.

3. The easements shall become effective upon recording of this document. Red shall complete improvements to the Red parcel within thirty-six (36) months of the date of recording this cross easement. The easements shall be perpetual and may not be terminated without the consent of both parties. During construction of the improvements, R & B grants Red a temporary construction easement on the R & B Parcel for purposes of staging and other uses reasonably necessary for construction. Red shall not unreasonably interfere with R & B's tenants' use of the R & B Parcel.

4. Red is obligated to construct the improvements for this cross easement, which includes the refurbishing of the existing entries on the Easement Area. Each party will be obligated and liable for maintaining the Easement Area, including the roadways located therein, on their own respective parcels. Following the construction of improvements thereon, maintenance shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Easement Area in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Easement Area on the R & B and/or the Red Parcel, the owner of such Parcel shall, at its sole cost and expense, with due diligence, repair, restore and rebuild such Easement Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). Each owner reserves the right to alter, modify, reconfigure, relocate and/or remove the building areas on its Parcel, subject to the following conditions: (i) the reciprocal easements between the Parcels shall not be closed or materially impaired; (ii) the ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all owners and Walgreen; (iii) the same shall not violate any of the provisions and easements granted herein; and (iv) as to the R & B Parcel, the requirements of paragraph 4 of this Agreement shall be complied with. Each party shall keep the easements granted herein in a clean and neat condition and shall take reasonable measures to control grass, weeds, blowing dust, dirt, litter and debris.

5. Nothing contained herein shall prohibit the parties hereto from reconfiguring or altering the parking areas and driveways located on their respective properties or making other alterations to their properties.

6. R & B shall defend, indemnify and hold Red and Walgreen harmless from any claims, damages and/or judgments made by any third party arising out of or resulting from any occurrence within or upon, or pursuant to the use of, the cross easement on the R & B Parcel. Red shall defend, indemnify and hold R & B harmless from any damages and/or judgments made by any third party arising out of or resulting from any occurrence within or upon, or pursuant to the use of, the cross easement on the Red Parcel. The indemnities and duties to defend shall apply for the benefit of R & B and Red, their tenants, guests, invitees, successors and assigns.

7. Throughout the term of this Agreement, each owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 6 above), death, or property damage occurring upon such owner's Parcel, with single limit coverage of not less than an

aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other owner and Walgreen or its assigns (provided the owner obtaining such insurance has been supplied with the name of such other owner in the event of a change thereof) as additional insureds. Walgreen may elect to self insure and/or carry insurance required hereunder under master or blanket policies of insurance.

8. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Red Parcel or the R & B Parcel. No easements, except those expressly set forth herein shall be implied; in that regard and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.

9. As a material document for Red to grant the easement described above, R & B agrees that it shall not, without prior written consent of Red or Walgreen upon execution of a lease covering the Red Parcel, allow any of the following uses on the R & B Parcel:

- (i) the operation of a drug store i.e., a store that would be similar to Walgreen Drug Store;
- (ii) the operation of a bar, disco, bowling alley, pool hall, automobile sales or leasing facility, skating rink, roller rink, adult book store, adult theater, adult amusement facility, or any facility selling or displaying pornographic materials or having such displays, flea market, sleeping quarters or lodging, the outdoor housing or raising of animals, bingo hall, the sale, leasing or storage of automobiles, boats, or other vehicles, any use, storage, disposal or handling on the R & B Parcel of hazardous materials or underground storage tanks.

10. R & B currently leases a portion of the R & B Parcel to Hobby Lobby Stores, Inc. The above use restrictions shall not disturb, restrict, or bind Hobby Lobby Stores, Inc. whose rights and use restrictions are set forth in its lease with R & B.

11. Neither R & B nor Red shall place or erect any fence, barrier, or other obstruction on the easement between the R & B Parcel and Red Parcel.

12. In addition to all other remedies available at law or in equity, upon the failure of a defaulting owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an owner or Walgreen (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Walgreen or any owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting owner and be reimbursed by such defaulting owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by First Chicago NBD (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, and/or (ii) blockage or material impairment of the easement rights, an owner or Walgreen may immediately cure the same and be reimbursed by the other owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

13. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any owner (or to Walgreen in connection with the exercise of its rights set forth in paragraphs 12 and/or 13 above) in enforcing any payment in any suit or

proceeding under this Agreement shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Randall County, Texas; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Randall County, Texas, prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

14. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

15. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

16. In the event of a violation of any of the provisions of this Agreement each owner agrees that such violation or threat thereof shall cause the nondefaulting owner and/or its permittees to suffer irreparable harm and such nondefaulting owner and its permittees shall have no adequate remedy at law. As a result, in the event of a violation of any of the provisions of this Agreement, after providing written notice of default and a reasonable opportunity to cure, the nondefaulting owner and Walgreen, in addition to all remedies available at law for payment of amount due or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation of this Agreement.

17. In the event a party (including Walgreen) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

18. Wherever in this Agreement the consent or approval of an owner or Walgreen is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an owner or Walgreen under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing. Any consent by the owner of the Red Parcel, to be effective, shall also require the consent of Walgreen.

19. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

20. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

21. The grantee of any Parcel or any portion thereof following the recordation of this document, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract, upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

22. Each provision of this Agreement and the application thereof to the Red Parcel and the R & B Parcel are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

23. Time is of the essence of this Agreement.

24. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superceded hereby.

25. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Walgreen may change from time to time their respective addresses for notice hereunder by like notice to the other party and Walgreen. Notice given by any owner hereunder to be effective shall also simultaneously be delivered to Walgreen. The notice addresses of the Red Parcel owner, the R & B Parcel owner and Walgreen are as follows:

Red: c/o Bencor Development
90 S. Cascade Avenue, Suite 330
Colorado Springs, Colorado 80903

Walgreen: Walgreens
Attn: Law Department
Mail Stop No. 2252
200 Wilmet Road
Deerfield, IL 60015

R & B: 3801 N.W. Cache Road
Suite 50
Lawton, Oklahoma 73505

26. Each owner, within twenty (20) days of its receipt of a written request from the other owner(s) or Walgreen, shall from time to time provide the requesting owner or Walgreen, a certificate binding upon such owner stating: (a) to the best of such owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so, identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

27. In the event of any bankruptcy affecting any owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

28. This easement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one document.

29. Walgreen means Walgreen Co., an Illinois corporation. Walgreen and Hobby Lobby Stores, Inc. are third-party beneficiaries of this Cross Easement Agreement. Walgreen is entitled to enforce its provisions of this Cross Easement as subsequent owner of the Red Parcel.

30. This easement shall be governed by the laws of the State of Texas. This easement shall not be modified except in writing signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Cross Easement Agreement as of the date first above written.

R & B PROPERTIES,
an Oklahoma partnership

By Carroll W. Rogers
Its General Partner

RED CANYON PROPERTIES L.P.,
a Texas limited partnership

By: **BENCOR INVESTMENTS, L.L.C.,**
Its: General Partner

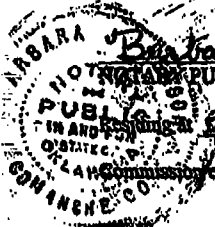
By [Signature]
Its Member

Witness: STATE OF OKLAHOMA

County of Comanche

Before me, a Notary Public in and for said State, on this day personally appeared Carroll Rogers, known to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the foregoing instrument, and known to me to be the general partner of R & B PROPERTIES, an Oklahoma partnership, and who acknowledged to me that he/she executed said instrument for the purpose and consideration therein expressed, and as the act of said partnership.

Given under my hand and seal of office this 25th day of August, 1999.



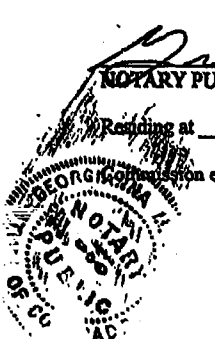
Barbara J. Hemm
NOTARY PUBLIC FOR OKLAHOMA
Residing at 3801 Cache Road, Suite 50, Lawton, OK
Commission expires August 30, 2001

STATE OF COLORADO

County of El Paso

Before me, a Notary Public in and for said State, on this day personally appeared BENJAMIN HERNAN, known to me (or proved to me on the oath of _____), to be the authorized member of BENCOR INVESTMENTS, L.L.C., the general partner of RED CANYON PROPERTIES L.P., a Texas limited partnership, and who acknowledged to me that he/she executed said instrument for the purpose and consideration therein expressed, and as the act of the general partner and of said limited partnership.

Given under my hand and seal of office this 20th day of Aug, 1999.



Ben M. Pa
NOTARY PUBLIC FOR COLORADO
Residing at Colo Spr, CO
Commission expires July 12, 2003

CONSENT

Hobby Lobby Stores, Inc. ("HLS") is a tenant of R & B Properties (R & B") on the R & B Parcel described on Exhibit A. Pursuant to the lease HLS has to occupy a portion of R & B Parcel, HLS must consent to any action by R & B that might impact access to the R & B Parcel. HLS has reviewed the Cross Easement Agreement between R & B and Red Canyon Properties, L.P. and consents to R & B granting such Cross Easement.

HOBBY LOBBY STORES, INC.

By Bill Darrow
Its Vice President

Date

June 23, 1999

Witness: Sandra S. Jantz

Witness: John M. [Signature]

STATE OF Oklahoma

County of Oklahoma :ss

This instrument was acknowledged before me on the 23rd day of June, 1999, by Bill Darrow, known or identified to me to be the person whose name is subscribed to the above and foregoing instrument.

Sandra S. Jantz
NOTARY PUBLIC FOR

Residing at Oklahoma City, Oklahoma
Commission expires May 28, 2001

EXHIBIT A

(The R & B Parcel)

DESCRIPTION:

A 3.399 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 24, BELMAR ADDITION UNIT NO. 16, AN ADDITION TO THE CITY OF AMARILLO, RANDALL COUNTY, TEXAS, BEING A REPEAT OF THE EAST PART OF CORRECTED BELMAR ADDITION UNIT NO. 12, AND FILED OF RECORD IN VOLUME 494, PAGE 517 OF THE RANDALL COUNTY DEED RECORDS, SAID 3.399 ACRE TRACT IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 24, BELMAR ADDITION UNIT NO. 16, BEING ALSO THE NORTHEAST CORNER OF THIS TRACT, AND BEING IN THE WEST RIGHT-OF-WAY LINE OF BELL STREET;

THENCE S 00°28'30" E, 112.00 FEET, ALONG SAID WEST RIGHT-OF-WAY LINE OF BELL STREET, THE MOST NORTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE N 89°47'00" W, 197.00 FEET TO AN INTERIOR CORNER OF THIS TRACT;

THENCE S 00°28'30" E, 300.00 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST 34TH AVENUE, THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE N 89°47'00" W, 131.00 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 24, BELMAR ADDITION UNIT NO. 16;

THENCE N 00°28'30" W, 115.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5, BLOCK 24;

THENCE N 89°47'00" W, 100.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 5, BLOCK 24;

THENCE S 00°28'30" E, 115.00 FEET, TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST 34TH AVENUE, THE SOUTHWEST CORNER OF SAID LOT 5, BLOCK 24;

THENCE N 89°47'00" W, 107.00 FEET, ALONG THE NORTH LINE OF SOUTHWEST 34TH AVENUE TO THE SOUTHWEST CORNER OF LOT 3, BLOCK 24, BELMAR ADDITION UNIT NO. 16 AND OF THIS TRACT, BEING IN THE EAST RIGHT-OF-WAY LINE OF DANVERS DRIVE;

THENCE N 00°28'30" W, 405.54 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF DANVERS DRIVE TO THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 24, AND OF THIS TRACT;

THENCE N 89°31'00" E, 534.96 FEET ALONG THE NORTH LINE OF SAID LOT 3, BLOCK 24, TO THE PLACE OF BEGINNING.

EXHIBIT B

(The Red Parcel)

DESCRIPTION:

A 1.357 ACRE TRACT OF LAND BEING LOT 4, BLOCK 84, BELMAR ADDITION UNIT NO. 18, AN ADDITION TO THE CITY OF AMARILLO, RANDALL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 494, PAGE 517 OF THE DEED RECORDS OF RANDALL COUNTY, TEXAS, ALL OF LOT 1, BLOCK 87, BELMAR ADDITION UNIT NO. 18, AN ADDITION TO THE CITY OF AMARILLO, RANDALL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 417, PAGE 383 OF THE DEED RECORDS OF RANDALL COUNTY, TEXAS PLUS A 0.548 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 84, BELMAR UNIT NO. 18, AN ADDITION TO THE CITY OF AMARILLO, RANDALL COUNTY, TEXAS, SAID PLAT BEING FILED FOR RECORD IN VOLUME 494, PAGE 517 AND 518 OF THE RANDALL COUNTY DEED RECORDS. SAID 1.357 ACRE TRACT IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN "X" FOUND IN CONCRETE AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF BELL STREET AND THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST 34TH AVENUE FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N 89°47'00" W, ALONG THE NORTH LINE OF SOUTHWEST 34TH AVENUE, 197.00 FEET TO A PK NAIL SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 00°28'30" W, 300.00 FEET TO A PK NAIL SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S 89°47'00" E, 197.00 FEET TO A PK NAIL SET IN THE WEST LINE OF BELL STREET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 00°28'30" E, 300.00 FEET TO THE PLACE OF BEGINNING.

EXHIBIT C

(The Site Plan)

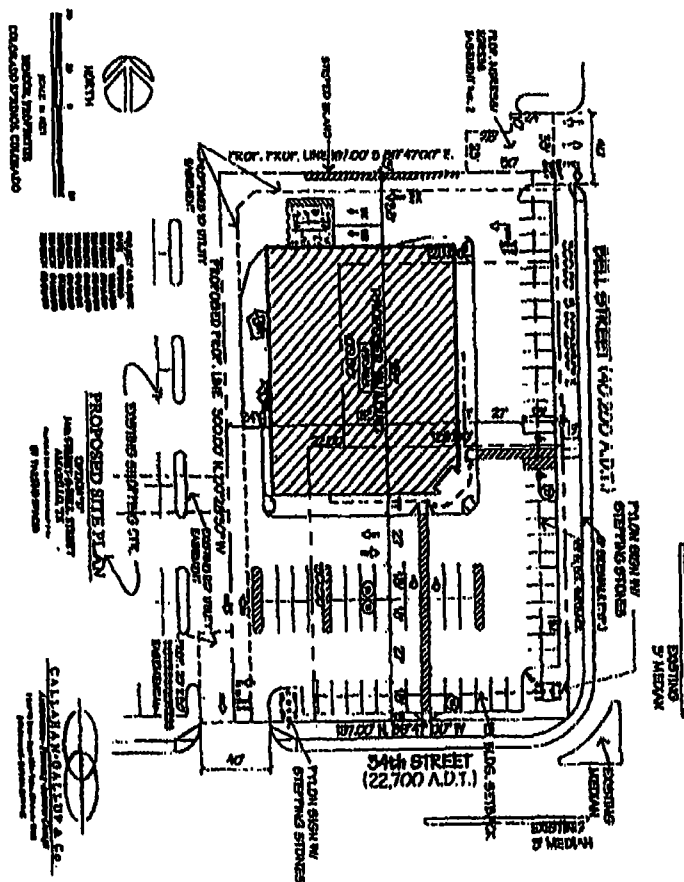


EXHIBIT D

(The Basement Area)

PROPOSED EASEMENT NO. 1:

A 20-FOOT TIMES 50-FOOT INGRESS-EGRESS EASEMENT IN LOT 3, BLOCK 84, BELMAR UNIT NO. 16, AN ADDITION TO THE CITY OF AMARILLO, TEXAS, RECORDED IN VOLUME 494, PAGE 517 OF THE RANDALL COUNTY DEED RECORDS, FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK NAIL SET IN THE NORTH RIGHT-OF-WAY LINE OF S.W. 34TH AVENUE FROM WHENCE AN "X" IN CONCRETE MARKING THE INTERSECTION OF THE NORTH LINE OF SW 34TH AVENUE AND THE WEST LINE OF BELL STREET BEARS N 89°47'00" W, 197.00 FEET;

THENCE CONTINUING N 89°47'00" W, 20.00 FEET ALONG THE NORTH LINE OF SW 34TH AVENUE TO A PK NAIL SET;

THENCE N 00°28'30" E, 50.00 FEET TO A POINT;

THENCE S 89°47'00" E, 20.00 FEET TO A POINT;

THENCE S 00°28'30" W, 50.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1000 SQUARE FEET OF LAND, MORE OR LESS.

PROPOSED EASEMENT NO. 2:

AN IRREGULAR SHAPED INGRESS-EGRESS EASEMENT IN LOT 3, BLOCK 84, BELMAR UNIT NO. 16, AN ADDITION TO THE CITY OF AMARILLO, RANDALL COUNTY, TEXAS, RECORDED IN VOLUME 494, PAGE 517 OF THE RANDALL COUNTY DEED RECORDS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK NAIL SET IN THE WEST RIGHT-OF-WAY LINE OF BELL STREET FROM WHENCE THE INTERSECTION OF THE WEST LINE OF BELL AND THE NORTH LINE OF SW 34TH AVENUE BEARS S 00°28'30" E, 300.00 FEET;

THENCE N 89°47'00" W, 50.00 FEET TO A POINT;

THENCE N 00°28'30" W, 23.00 FEET TO A POINT;

THENCE S 89°47'00" E, 26.00 FEET TO A POINT;

THENCE N 00°28'30" W, 10.00 FEET TO A POINT;

THENCE S 89°47'00" E, 24.00 FEET TO A PK NAIL SET IN THE WEST LINE OF SW 34TH AVENUE;

THENCE S 00°28'30" E, 33.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1390 SQUARE FEET OF LAND, MORE OR LESS.

After recording; please return to
Safeco Land Title
777 Main Street, #10
Fort Worth, TX 76102
Attn: Tammy Steene

598534

CROSS EASEMENT AGREEMENT

R & B PROPERTIES
RED CANYON PROPERTIES LP

to

R & B PROPERTIES
RED CANYON PROPERTIES LP

FILED FOR RECORD
at 9:00 AM O'Clock

September 28, 1999

SUE WICKER HARTVOLLING
County Clerk, Randall County, Texas

By: *[Signature]*
Deputy

Filing Fee: \$ 31.00

SAFE CO LAND TITLE
777 MAIN STREET #10
FORT WORTH TX 76102
ATTN: TERRY STONE

~~UNRECORDED~~
~~DOCUMENT FOR~~

~~WALGREEN CO.~~
~~2002 Wilnot Road, Dept. #2252~~
~~Deerfield, Illinois 60015~~
~~Attn: Chad Mihevic~~

This Instrument Prepared by:
Chad Mihevic, Esq.
200 Wilnot Road, MS #2252
Deerfield, Illinois 60015

MEMORANDUM OF LEASE

By this Memorandum of Lease, made the 7th day of May, 2001, between RED CANYON PROPERTIES, L.P., a Texas limited liability company, hereinafter called "Landlord," and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant;"

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term commencing January 1, 2002, and continuing to and including December 31, 2076, as such dates shall be adjusted pursuant to a lease of even date herewith between the parties hereto (the "Lease") and subject to prior termination as therein provided, the premises to include both the real property and building and other improvements, appurtenances, easements and privileges belonging thereto, at the northwest corner of Bell Street and 34th Street, in the City of Amarillo, County of Randall, State of Texas, as shown on the plan attached hereto and made a part hereof as Exhibit "A" and as legally described on Exhibit "B" attached hereto and made a part hereof and hereinafter referred to as the "Leased Premises".

The Lease, among other things, contains the following provision(s).

PARKING

7. (b) Landlord has entered into that certain cross easement agreement as identified as item 3 on Exhibit "E" attached hereto and a part hereof (the "Cross Easement Agreement"). Tenant agrees to be bound by all of the restrictions contained in the Cross Easement Agreement, and agrees to assume all obligations of Landlord as owner of the Leased Premises which derive from the Cross Easement Agreement. Landlord further covenants and agrees that it will not, without the prior express written consent of Tenant allow, permit or suffer the erection of any barriers or obstructions which prevent or impair the free flow of vehicular and pedestrian traffic to, from and between the Adjacent Parcel, Leased Premises, and adjacent streets and roads (as shown on Exhibit "A" and arising under the Cross Access Agreement).

Provided Tenant notifies Landlord of all actions taken and all responses received as a result of all such action, Tenant, at Tenant's sole expense, may on Landlord's behalf, take any and all action necessary or appropriate to enforce or comply with the provisions of the Cross Access Agreement, of which Tenant shall be deemed a third party beneficiary. Landlord agrees to cooperate, at no expense to Landlord, with such efforts of Tenant. Landlord shall promptly provide Tenant copies of all notices sent or received by Landlord under the Cross Access Agreement.

To the extent Landlord's consent is required or sought with respect to any item governed by the Cross Access Agreement, Landlord shall not grant its consent unless Landlord first notifies Tenant and provides Tenant not less than

fifteen (15) days to also consent (or refuse to) to such request or item for which Landlord's consent is sought. If Tenant shall not expressly and in writing consent, Landlord shall not consent and Landlord shall object in the manner and within the time required under the Cross Access Agreement.

It is understood and agreed that Landlord shall not enter into any agreements terminating the Cross Access Agreement without first obtaining the express written consent of Tenant and such termination without first obtaining Tenant's express written consent shall be of no effect. In addition, Landlord shall not execute any amendment to the Cross Access Agreement which increases Tenant's costs or adversely and materially affects Tenant's use and operation of the Leased Premises without first obtaining the express written consent of Tenant. Landlord agrees to cooperate at no cost to Landlord, with any requests of Tenant to modify the Cross Access Agreement, so long as such modifications do not affect either the value of the Leased Premises or Landlord's intent in this Lease.

If the Cross Access Agreement is subject to any mortgage, deed of trust or other encumbrance in the nature thereof, Landlord, prior to delivering possession of the Leased Premises to Tenant and as a condition precedent thereto shall obtain a recordable agreement from the lender, mortgagee or beneficiary shall subordinate its interest to the Cross Access Agreement.

EXCLUSIVES

8. (a) Subject to the Cross Access Agreement, Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which is contiguous to, or which is within five hundred (500) feet of any boundary of, the Leased Premises, will be used for any one or combination of the following: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic lab or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subsection [ii]); (iii) the sale of so-called health and beauty aids or drug sundries; (iv) the operation of a business in which alcoholic beverages shall be sold for consumption off the premises; (v) the operation of a business in which photofinishing services or photographic film are offered for sale; (vi) the operation of a business in which greeting cards or gift wrap are offered for sale; and (vii) the operation of a business in which prepackaged food items for off premises consumption are offered for sale. In the event that Tenant files suit against any party to enforce the foregoing restrictions, Landlord agrees to cooperate fully with Tenant in the prosecution of any such suit, and reimburse Tenant for all of attorneys' fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution. For purposes hereof "contiguous" shall mean property that is either adjoining the Leased Premises or separated from the Leased Premises only by a public or private street, alley or right-of-way.

RIGHT OF FIRST REFUSAL

25. (a) In the event that Landlord shall receive a Bona Fide Offer to purchase the Leased Premises at any time and from time to time on or after the date hereof and during the Initial Term and Term of this Lease or any extensions thereof from any person or entity, Landlord shall so notify Tenant (Attn.: Law Department) together with a true and correct copy of said Bona Fide Offer. For purposes hereof, a "Bona Fide Offer" shall be deemed to be one made in writing by a person or entity that is not related or affiliated with Landlord which Landlord intends to accept (subject to this Article). In submitting the Bona Fide Offer to

Tenant, Landlord shall segregate the price and the terms of the offer for the Leased Premises from the price and other terms connected with any additional property or properties that such person or entity is offering to purchase from Landlord. Tenant may, at Tenant's option and within fifteen (15) days after receipt of Landlord's notice of said Bona Fide Offer and receipt of a copy thereof, offer to purchase the Leased Premises at the price and upon the terms and conditions as are contained in said Bona Fide Offer, in which event, Landlord shall sell the Leased Premises to Tenant upon said terms and conditions and said price; furthermore, in such event, Landlord shall convey the Leased Premises to Tenant by warranty deed. If Tenant does not accept the Bona Fide Offer to purchase the Leased Premises as provided above, within the above fifteen (15) days and notify Landlord of the same, then Tenant's right shall be deemed not exercised as to that particular Bona Fide Offer. Notwithstanding the foregoing, the price that Tenant shall pay for the Leased Premises shall be reduced by (i) an amount equal to broker's fees or commissions that would have been payable by either the purchaser or Landlord if the Leased Premises were sold pursuant to a Bona Fide Offer; and (ii) the amount of any payment(s) to be made by the proposed purchaser to any entity owned or controlled by, or affiliated with, the proposed purchaser. Landlord shall provide Tenant evidence of the amount of broker's fees or commissions payable in connection with any such Bona Fide Offer. Landlord covenants that it shall accept no such Bona Fide Offer or convey the premises until it has complied with the terms of this Article. Any conveyance of the Leased Premises made in the absence of full satisfaction of this Article shall be void. Tenant may enforce this Article, without limitation, by injunction, specific performance or other equitable relief. Notwithstanding the foregoing, this Article 25 shall have no application whatsoever to, and Tenant shall have no right of first refusal in connection with any voluntary sale by deed in lieu of foreclosure or involuntary sale, conveyance or other involuntary transfer of the Leased Premises to Landlord's first priority mortgagee, whether pursuant to sheriff's sale, trustee's sale, deed in lieu of foreclosure, or other judicial or non-judicial foreclosure proceedings authorized by law; provided, however, that any subsequent sale, conveyance or transfer of the Leased Premises by such mortgagee or any purchaser or transferee of such mortgagee shall then be subject to this Article 25 and Tenant's right of first refusal contained herein (during the continuance of the Term of this Lease). Additionally, Tenant shall not have a Right of First Refusal if the transfer, purchase or sale by Landlord is to an individual or entity that is related to Landlord or Landlord's principal members, shareholder, or other related or affiliated person or entities, or a lineal descendent of any of them (or a trust established for the benefit of same).

(b) Tenant's election not to exercise its Right of First Refusal shall not prejudice Tenant's rights hereunder as to any further Bona Fide Offer. The terms and conditions contained in this Article shall be binding upon the heirs, successors and assigns of Landlord.

Provisions for additional rent and the other terms, covenants and conditions of said letting, including the options on the part of Tenant for prior termination, are set forth at length in the Lease and all of said provisions, terms, covenants and conditions are, by reference thereto, hereby incorporated in and made a part of this Memorandum of Lease.

This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon the parties until it shall have been executed and delivered by both Landlord and Tenant.

This Memorandum of Lease is made and executed by the parties hereto for the purpose of recording the same in the office of the public records of Randall County, Texas, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the Lease, bearing even date herein, between the parties hereto and this Memorandum of Lease is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the rents and other terms, covenants and conditions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease, under seal, as of the day and year first above written.

Tenant:

WALGREEN CO.

By: 

Its: Vice President

Printed Name: Allan M. Resnick

Landlord:

RED CANYON PROPERTIES, L.P.

By: Blackhawk Investments/GP, LLC,
a New Mexico limited liability company
Its: general partner

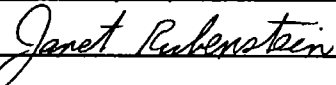
By: Blackhawk Investments, LLC
Its: Manager

By: 

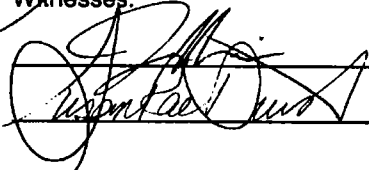
James W. Durst, Manager

Witnesses:





Witnesses:



STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

I, the undersigned, a Notary Public, do hereby certify that Allan M. Resnick personally known to me to be the Vice President of WALGREEN CO., an Illinois corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Vice President of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 7th day of May, 2001.



My commission expires:

STATE OF NEW MEXICO)
) SS
 COUNTY OF BERNALILLO)

I, a Notary Public, do hereby certify that James W. Duest personally known to me to be the MANAGER, respectively, of Blackhawk Investments, LLC, a New Mexico limited liability company, in its capacity as the manager of the general partner of Red Canyon Properties, L.P., a Texas limited partnership, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such manager of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.

Given under my hand and notarial seal this 11th day of May, 2001.



JANIS E. LOWDER
 NOTARY PUBLIC STATE OF NEW MEXICO
 My commission expires: 5-28-01

Janis E. Lowder
 Notary Public

My commission expires: 5-28-01



EXHIBIT "B"

LEGAL DESCRIPTION

0

A 1.357 ACRE TRACT OF LAND BEING LOT 4, BLOCK 84, BELMAR ADDITION UNIT NO. 16, AN ADDITION TO THE CITY OF AMARILLO, RANDALL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 494, PAGE 517 OF THE DEED RECORDS OF RANDALL COUNTY, TEXAS, ALL OF LOT 1, BLOCK 87, BELMAR ADDITION UNIT NO. 19, AN ADDITION TO THE CITY OF AMARILLO, RANDALL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 417, PAGE 383 OF THE DEED RECORDS OF RANDALL COUNTY, TEXAS PLUS A 0.548 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 84, BELMAR UNIT NO. 16, AN ADDITION TO THE CITY OF AMARILLO, RANDALL COUNTY, TEXAS, SAID PLAT BEING FILED FOR RECORD IN VOLUME 494, PAGE 517 AND 518 OF THE RANDALL COUNTY DEED RECORDS. SAID 1.357 ACRE TRACT IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

7

BEGINNING AT AN "X" FOUND IN CONCRETE AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF BELL STREET AND THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST 34TH AVENUE FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N 89°47'00" W, ALONG THE NORTH LINE OF SOUTHWEST 34TH AVENUE, 197.00 FEET TO A PK NAIL SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 00°28'30" W, 300.00 FEET TO A PK NAIL SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S 89°47'00" E, 197.00 FEET TO A PK NAIL SET IN THE WEST LINE OF BELL STREET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 00°28'30" E, 300.00 FEET TO THE PLACE OF BEGINNING.

\$21⁰²
Return to:
Gerri Nash
Stic-San Antonio
300 Convent, Suite 190
San Antonio TX 78205

-7-

FILED FOR RECORD
Sue Wicker Bartolino
County Clerk, Randall County, Texas
By: Chadwick Deputy
May 30, 2001 - 10:30 A
This document has been received by this
Office for recording into the Official
Public Records. We do hereby swear that
we do not discriminate due to Race, Creed,
Color, Sex or National Origin.

1900

AMENDMENT TO CROSS EASEMENT AGREEMENT

This Amendment to Cross Easement ("Amendment") is dated this 6th day of August, 2001 by and between R & B Properties, an Oklahoma partnership ("R & B") and Red Canyon Properties, L.P., a Texas limited partnership ("Red").

RECITALS

A. R & B and Red entered into a Cross Easement Agreement effective September 7, 1999 (the "Easement").

B. The Easement was recorded in Volume 1963, Page 366, in the Official Public Records of Randall County, Texas.

C. Red and R & B wish to amend the Easement by expanding the size of the Easement Area as set forth below.

AMENDMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance upon the above recitals, and in consideration of the promises and covenants contained herein, the parties agree to amend the Easement as follows:

1. All terms, conditions and definitions of the Easement are incorporated herein by this reference. To the extent there is any conflict between the Easement and this Amendment, this Amendment will control.
2. Exhibit C to the Easement is hereby deleted and replaced with Exhibit C attached hereto, which is the new Site Plan.
3. Exhibit D to the Easement is hereby deleted and replaced with Exhibit D attached hereto, which is the new Easement Area. The parties intend by this Amendment to expand the Easement Area as shown on Exhibit D, but the amount of parking spaces on the R & B Parcel shall not be diminished by this expansion of the Easement Area.
4. Except as modified above, the Easement shall remain in full force and affect and unchanged.

Return to:
Lawyers Title of San Antonio
Attn: Garri Nash
300 Convent, Suite 180
San Antonio TX 78205

R & B Properties,
an Oklahoma partnership

By: Carroll Ragan

Its: General Partner

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2

Red Canyon Properties L.P.,

By: **Blackhawk Investments/GP, LLC,**
a New Mexico limited liability company
Its: General Partner

By: **Blackhawk Investments, LLC,**
a New Mexico limited liability
company

Its: Manager

By: James W. Durst
James W. Durst, Manager

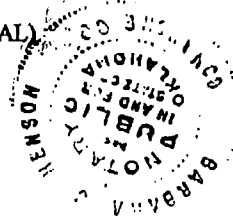
STATE OF OKLAHOMA)
) SS
 COUNTY OF COMANCHE)

Before me, a Notary Public in and for said State, on this day personally appeared Carroll W Rogers, known to me (or provided to me on the oath of _____), to be the person whose name is subscribed to the foregoing instrument, and known to me to be the General Partner of R & B Properties, an Oklahoma partnership, and who acknowledged to me that he/she executed said instrument for the purpose and consideration therein expressed, and as the act of said partnership.

Given under my hand and seal of office this 12th day of July, 2001.

Barbara J Henson
 Notary Public for Oklahoma

(SEAL)



My Commission Expires: August 30, 2001

STATE OF NEW MEXICO)
) SS
 COUNTY OF BEAVALIHO

Before me, a Notary Public in and for said State, on this day personally appeared James W. Durst, known to me (or provided to me on the oath of _____), to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Manager of Blackhawk Investments, LLC, which is manager of Blackhawk Investments/GP, LLC, the general partner of Red Canyon Properties, L.P., a Texas limited partnership, and who acknowledged to me that he executed said instrument for the purpose and consideration therein expressed, and as the act of said partnership.

Given under my hand and seal of office this 20th day of JUNE, 2001.

Janis E. Lowder
 Notary Public for New Mexico

(SEAL)



OFFICIAL SEAL
 JANIS E. LOWDER
 NOTARY PUBLIC-STATE OF NEW MEXICO
 My commission expires: 5-28-05

My Commission Expires: 5-28-05

CONSENT

Hobby Lobby Stores, Inc. ("HLS") is a tenant of R & B Properties ("R & B") on the R & B Parcel described on Exhibit A to the Easement. Pursuant to the lease, HLS has the right to occupy a portion of R & B Parcel. HLS must consent to any action by R & B that might impact access to the R & B Parcel. HLS has reviewed the Amendment to Cross Easement Agreement between R & B and Red Canyon Properties, L.P., ("Red Canyon") and consents to R & B and Red Canyon amending such Cross Easement.

DATE: Aug. 6, 2001

HOBBY LOBBY STORES, INC.

By: [Signature]

Its: PRESIDENT

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

)
) SS
)

This instrument was acknowledged before me on the 6TH day of AUGUST 2001 by DAVID GREEN, known or identified to me to be the person whose name is subscribed to the above and foregoing instrument.

[Signature]

NOTARY PUBLIC FOR OKLAHOMA

Residing at OKLAHOMA

Commission Expires DECEMBER 29, 2004

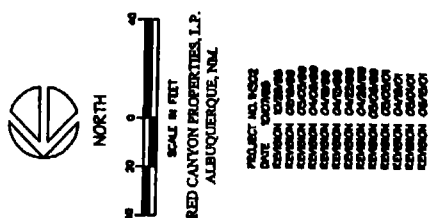


Amendment to Cross Easement Agreement
34th & Bell, Amarillo, TX
06/13/01

FILED FOR RECORD
Sue Wicker Bartolino
County Clerk, Randall County, Texas
By: [Signature] Deputy

August 24, 2001 - 10:58 A

This document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.



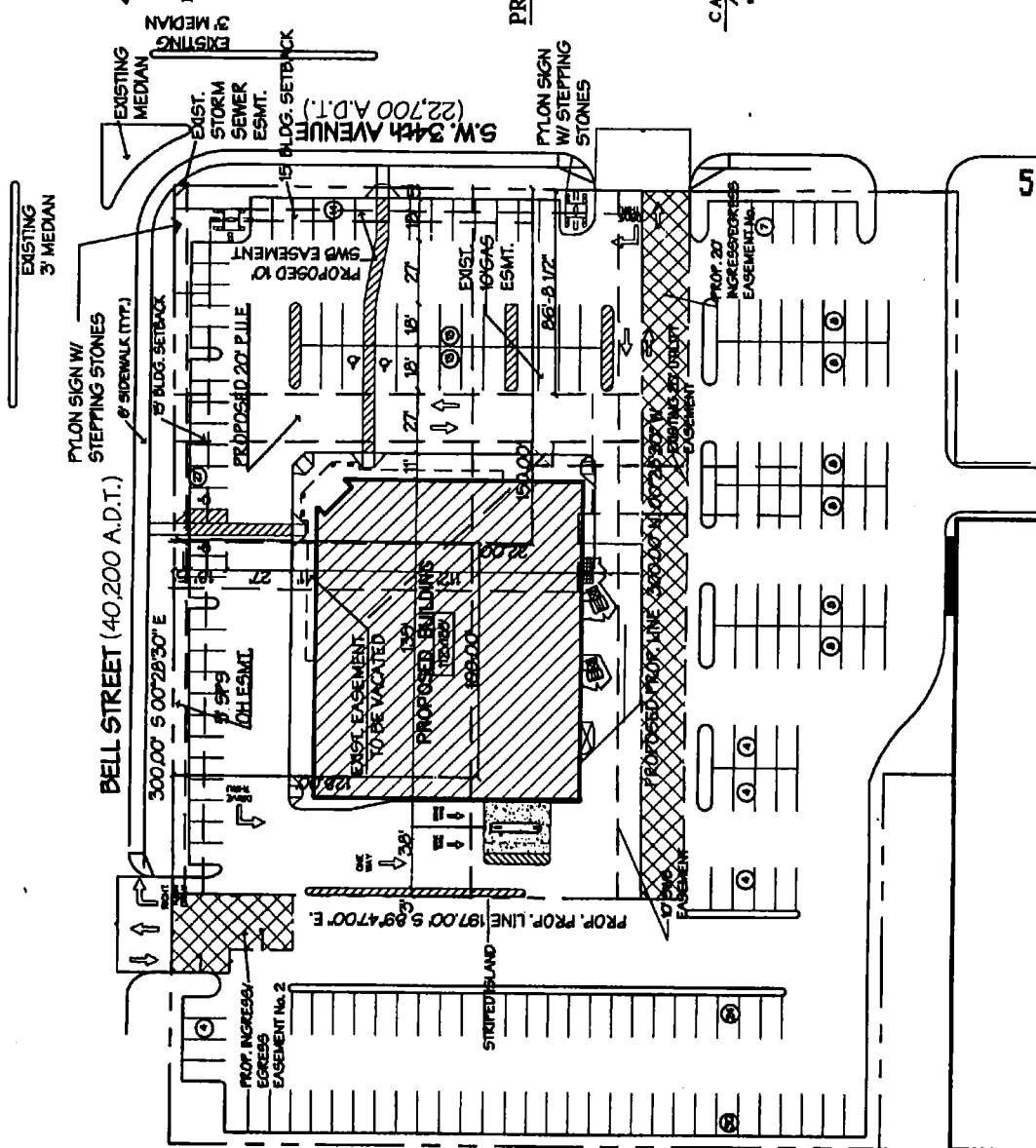
PROPOSED SITE PLAN

OPTION "D"
334th STREET & BELL STREET

67 PARKING SPACES



CALLAHAN GALLUP & Co.
Architecture • Planning • Interior Design
9 Elm St. Suite 1000 Troy, MA 01066
(413) 584-0611 • (413) 584-3889 FAX



EASEMENT AREA

Easement No.1:

A 20-foot times 300-foot ingress-egress easement in Lot 3, Block 84, Belmar Unit No. 16, an addition to the City of Amarillo, Texas, recorded in Volume 494, Page 517 of the Randall County Deed Records, being adjacent to the west line of Lot 4, Block 84, Belmar Unit No. 64 Randall County File Clerk No. 01-9062 Page 1, further described by metes and bounds as follows:

Beginning at a PK nail found in the north right-of-way line of SW 34th Avenue being the southwest corner of said Lot 4, Block 84, Belmar Unit No. 64 from whence an "X" in concrete marking the intersection of the north line of SW 34th Avenue and the west line of Bell Street Bears S 89° 47'00" E, 197.00 feet;

Thence N 89°47'00" W, 20.00 feet along the north line of SW 34th Avenue to a PK nail set;

Thence N 00°28'30" E, 300.00 feet to a point;

Thence S 89°47'00" E, 20.00 feet to a PK nail found for the northwest corner of said Lot 4, Block 84, Belmar Unit No. 64;

Thence S 00°28'30" W, 300.00 feet to the place of beginning and containing 6000 square feet of land, more or less

Easement No. 2:

An irregular shaped ingress-egress easement in Lot 3, Block 84, Belmar Unit No. 16, an addition to the City of Amarillo, Randall County, Texas, recorded in Volume 494, Page 517 of the Randall County Deed Records described by metes and bounds as follows:

Beginning at a PK nail set in the west right-of-way line of Bell Street from whence the intersection of the west line of Bell and the north line of SW 34th Avenue Bears S 00°28'30" E 300.00 feet;

Thence N 89°47'00" W, 50.00 feet to a point;

Thence N 00°28'30" W, 23.00 feet to a point;

Thence S 89°47'00" E, 26.00 feet to point;

Thence N 00°28'30" W, 10.00 feet to a point;

Thence S 89°47'00" E, 24.00 feet to a PK nail set in the west line of SW 34th Avenue;

Thence S 00°28'30" E, 33.00 feet to the place of beginning and containing 1390 Square feet of land, more or less

2500
This document is being rerecorded to attach Exhibit A and Exhibit B which were left off in error.

598043-1500
01 20550

**AMENDMENT TO AGREEMENT CREATING
GRANT OF EASEMENTS
WITH COVENANTS AND
RESTRICTIONS AFFECTING LAND**

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THIS AMENDMENT, made and entered into this 18th day of August, 1999 is between **R & B PROPERTIES ("R & B")**, an Oklahoma partnership and **SunWest Properties N.C., Inc.**, a Texas Corporation ("Parcel I Owner").

RECITALS

- A. Safeway Stores, Incorporated and John W. Burruss ("Safeway") and Gulf-Mart Corporation ("Gulf Mart") entered into an Agreement Creating Grant of Easements with Covenants and Restrictions Affecting Land (the "Agreement"), dated as of May 9, 1973, and recorded in the official records of Randall County, Texas at Volume 500, pages 395 through 404, setting forth certain restrictions on the property owned by Safeway and more particularly described in the Agreement ("Parcel I") and the property owned by Gulf-Mart and more particularly described in the Agreement ("Parcel II"). The Agreement was modified pursuant to a Modification of Agreement and Grant Easements with Covenants and Restrictions Affecting Land dated May 17, 1976 and recorded in the official records of Randall County, Texas at Volume 587, Page 569.
- B. Pursuant to the terms of the Agreement, R & B and Parcel I Owner wish to modify the Agreement to accommodate construction of a new building in the common area.

1

AGREEMENT

IN RELIANCE UPON the above Recitals and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. All terms, conditions and definitions of the Agreement are incorporated herein and shall remain in effect, except as modified herein..
2. Pursuant to Paragraph 10 of the Agreement, the Agreement may be modified only by written consent of seventy-five percent (75%) of the record Owners of Parcel I and the record Owners of seventy-five percent (75%) land area of Parcel II. Parcel I Owner represents and warrants that it is the current record Owner of seventy-five percent (75%) of Parcel I and R&B represents and warrants it is the current record Owner of seventy-five percent (75%) of the land area of Parcel II. Parcel I Owner acknowledges that Safeway has no interest in Parcel I and R&B acknowledges that Gulf Mart has no interest in Parcel II.
3. Exhibits A and B to the Agreement which describe the Building Areas and Common Areas on Parcel I and Parcel II are hereby modified as to the property described in the attached Exhibit A to consent to and allow the construction, repair, replacement and operation of a Walgreen Drug Store which shall be built pursuant to the site plan attached as Exhibit B.
4. R & B and Parcel I Owner further consent to R & B granting to Red Canyon Properties, L.P. and its assigns cross easements for the ingress and egress and moving the current ingress from 34th Street up to twenty (20) feet pursuant to the attached site plan.

VOL. 1962 PAGE 202

**AMENDMENT TO AGREEMENT CREATING GRANT OF EASEMENTS
WITH COVENANTS AND RESTRICTIONS AFFECTING LAND - 1**

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IN WITNESS WHEREOF the parties hereto have executed this Amondment the day and year first written above.

R & B PROPERTIES
A Oklahoma partnership

By: Curtis W. Raper

2

Its: General Partner

SunWest Properties N.C., Inc.
A Texas corporation

By: M. J. Palmer

Its: Vice President

VOL. 1962 PAGE 203

**AMENDMENT TO AGREEMENT CREATING GRANT OF EASEMENTS
WITH COVENANTS AND RESTRICTIONS AFFECTION LAND - 2**

STATE OF Oklahoma)
 County of Comanche)
 :SS

Before me, a Notary Public in an for said State, on this day personally appeared Carroll Rogers known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument and known to me to be the General Partner of R & B PROPERTIES, an Oklahoma partnership, and acknowledged to me that he/she executed the said instrument for the purposes and consideration therein expressed, and as the act of said partnership.

Given under my hand and seal of office this 18th day of August, 1999.

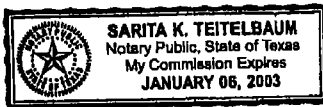


Barbara J. Henson
 NOTARY PUBLIC FOR Oklahoma
 Residing at 3801 Cache Road, Ste 50, Lawton OK.
 Commission expires August 30, 2001

STATE OF TEXAS)
 County of Collin)
 :SS

Before me, a Notary Public in an for said State, on this day personally appeared Robert J. Pierson, Jr. known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President of SunWest Properties N.C., Inc. a Texas Corporation, and acknowledged to me that he/she executed the said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 11th day of August, 1999.



Sarita K. Teitelbaum
 NOTARY PUBLIC FOR TEXAS
 Residing at 17716 Preston Rd, Dallas, Tx
 Commission expires January 6, 2003

VOL. 1962 PAGE 204

AMENDMENT TO AGREEMENT CREATING GRANT OF EASEMENTS
 WITH COVENANTS AND RESTRICTIONS AFFECTION LAND - 3

CONSENT

August 18, 1999

Hobby Lobby Stores, Inc. ("HLS") is a tenant on Parcel I and Parcel II described in the foregoing Amendment. Pursuant to its lease, HLS must consent to any change in access to its store. HLS hereby consents to the foregoing Amendment to Grant of Easement with Restrictive Covenants and Restrictions Affecting Land executed by R & B PROPERTIES and SunWest Properties N.C., Inc., a Texas Corporation.

HOBBY LOBBY STORES, INC.

By Bill Darrow
 Its Vice President
 Date August 23, 1999

4

STATE OF Oklahoma
 County of Oklahoma :SS

This instrument was acknowledged before me on the 23rd day of August, 1999, by Bill Darrow, known or identified to me to be the person whose name is subscribed to the above and foregoing instrument.



Linda S. Jantzi
 NOTARY PUBLIC FOR Oklahoma
 Residing at 3905 NW 56 Place, Okla City, OK
 Commission expires May 28, 2001

After recording, please return to:
~~Safeco Land Title~~
~~777 Main Street #10~~
~~Fort Worth, TX 76102~~

VOL. 1962 PAGE 205

Mr. Jim Durst
 Blackhawk Investments
 6000 Uptown Blvd., NE, Suite 308
 Albuquerque, NM 87110
 AMENDMENT TO AGREEMENT CREATING GRANT OF EASEMENTS
 WITH COVENANTS AND RESTRICTIONS AFFECTING LAND - 4

598043

AMENDMENT TO AGREEMENT CREATING GRANT OF EASEMENTS
WITH CONENANTS AND RESTRICTION AFFECTING LAND

83
R & B PROPERTIES
SUN WEST PROPERTIES NC INC

to

83
R & B PROPERTIES
SUN WEST PROPERTIES NC INC

FILED FOR RECORD
at 9:00 AM O'Clock

September 21, 1999

SUE WICKER BARTOLINO
County Clerk, Randall County, Texas

By: R. McDonald
Deputy

Filing Fee: \$ 15.00

SAFECO LAND TITLE
777 MAIN STREET #10
FORT WORTH TX 76102

VOL. 1962 PAGE 206

DEED
This instrument was filed on the 21st day of September, 1999, at 9:00 AM O'Clock, in the Office of the County Clerk, Randall County, Texas, for the purpose of recording the same as a deed, and the same is hereby acknowledged by me, the undersigned, as being the true and correct deed of the parties herein named.
SUE WICKER BARTOLINO
County Clerk, Randall County, Texas
By: R. McDonald
Deputy

5

0

EXHIBIT "A"

A 0.546 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 84, BELMAR UNIT NO. 16, AN ADDITION TO THE CITY OF AMARILLO, RANDALL COUNTY, TEXAS, SAID PLAT BEING FILED FOR RECORD IN VOLUME 494, PAGE 517 AND 518 OF THE RANDALL COUNTY DEED RECORDS. SAID 0.546 ACRE TRACT IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND WITH CAP STAMPED "KELLY 1593", MARKING THE MOST WESTERLY SOUTHEAST CORNER OF SAID LOT 3, BLOCK 84, BELMAR UNIT NO. 16, BEING ALSO THE SOUTHWEST CORNER OF LOT 1, BLOCK 87, BELMAR UNIT NO. 19, AN ADDITION TO THE CITY OF AMARILLO, TEXAS, AND BEING IN THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST 34TH AVENUE;

THENCE N 89°47'00" W, 47.00 FEET ALONG THE NORTH LINE OF SOUTHWEST 34TH AVENUE TO A 1/2 INCH IRON ROD SET WITH CAP MARKED "CI RPLS 2601" (CI CAP) FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 00°28'30" W, 300.00 FEET, TO A 1/2 INCH IRON ROD SET WITH CI CAP FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S 89°47'00" E, 197.00 FEET TO A 1/2 INCH IRON ROD SET WITH CI CAP IN THE WEST RIGHT-OF-WAY LINE OF BELL STREET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 00°28'30" E, 50.00 FEET ALONG THE WEST LINE OF BELL STREET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 4, BLOCK 84, BELMAR UNIT NO. 16;

THENCE N 89°47'00" W, 128.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 84, BELMAR UNIT NO. 16;

THENCE S 00°28'30" E, 100.00 FEET TO A 1/2 INCH IRON ROD SET WITH CI CAP FOR THE SOUTHWEST CORNER OF SAID LOT 4, BLOCK 84, BELMAR UNIT NO. 16, BEING IN THE NORTH LINE OF LOT 1, BLOCK 87, BELMAR UNIT NO. 19;

THENCE N 89°47'00" W, 22.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 87, BELMAR UNIT NO. 19;

THENCE S 00°28'30" E, 150.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 23,798 SQUARE FEET OF LAND, MORE OR LESS.

EXHIBIT A

0

Lot 4, Block 84, Belmar Addition Unit No. 16, an addition to the City of Amarillo, Randall County, Texas, according to the map or plat thereof, recorded in Volume 494, Page 517 of the Deed Records of Randall County, Texas.

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FILED FOR RECORD
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