

Courtesy Recording-No Title Liability

## DECLARATION OF RECIPROCAL EASEMENT AGREEMENT

THIS DECLARATION OF RECIPROCAL EASEMENT AGREEMENT (this "**Declaration**") is entered into as of this 19<sup>th</sup> day of May, 2016, by CPP SIERRA VISTA LLC, a Delaware limited liability company (the "**Declarant**"), to set forth certain easements and agreements pertaining to the real property described on the attached Exhibit A (the "**Property**"), under the following circumstances:

- A. Declarant owns the Property in fee simple by virtue of a Special Warranty Deed recorded in Document No. 2013134471 in the records of Bernalillo County, New Mexico.
- B. Declarant has created a separate parcel consisting of an approximate 0.7197 acre tract of land which is further described on the attached Exhibit B ("**Parcel 1**"). The Property less and the excepting Parcel 1 is referred to herein as the "**Parcel 2**". Parcel 1 and Parcel 2 shall each be referred to herein from time to time as a "**Parcel**" and collectively as the "**Parcels**."
- C. The Property is currently improved with retail buildings and is commonly known as the Sierra Vista Shopping Center.
- D. The general layout of the Property is depicted on the attached Exhibit C (the "**Site Plan**").
- E. Declarant by this Declaration is creating a series of easements to provide for the orderly operation of the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that from and after the date first set forth above, the Property shall be subject to this Declaration, as follows:

1. Effect of Declaration. This Declaration shall constitute a covenant running with the land, shall encumber the Property, and shall be binding and enforceable against Declarant, its successors and assigns, and all tenants, subtenants, licensees and occupants of any portion of the Property.

2. Grant of Access Easement. Declarant hereby irrevocably declares and grants for the benefit of Declarant, its successors and assigns, and all tenants, subtenants, licensees and occupants of the Property, of any portion thereof, including the fee simple owners, tenants, subtenants, licensees and occupants of Parcel 1 and Parcel 2, and all of their respective invitees, customers and contractors (collectively, the "**Benefitted Parties**"), a non-exclusive easement and right of way for purposes of vehicular and pedestrian ingress and egress upon, over and across all paved surfaces now or hereafter located on the Property.

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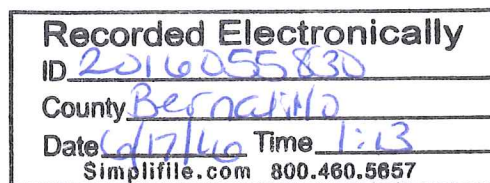
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3. Grant of Parking Easement. Declarant hereby irrevocably declares and grants for the benefit of the Benefitted Parties, a non-exclusive easement for the purpose of exclusive parking of motor vehicles over and across all paved surfaces which now or hereafter are designated for parking purposes located on the Property.

4. Grant of Utility Easement. Declarant hereby irrevocably declares and grants for the benefit of the Benefitted Parties, a non-exclusive easement in, under, across and through the Property for sewer, water, electric, data transmission and any other utilities in their existing locations as of the date of this Declaration, as well as stormwater management required for all portions of the Property.

5. Relocation of Utilities. In connection with the development of improvements and buildings on Parcel 1, Declarant shall be permitted to relocate certain utilities currently located on Parcel 1 to other locations on the Property in accordance with sound engineering practices and in such a manner that does not materially interfere with or obstruct improvements and buildings located elsewhere on the Property. All such utility relocation costs shall be borne by Parcel 1 and no such relocation shall result in other than minor temporary shutdown of any utilities serving the Property.

6. Maintenance of Utilities. All maintenance costs for utilities located on the Property shall be shared prorata between Parcel 1 and Parcel 2, based on occupied building square footage on each of Parcel 1 and Parcel 2. In the event the fee simple owner of either Parcel 1 or Parcel 2 determines that maintenance costs for utilities are required, such owner shall notify the other owner in writing of the need therefor and estimated timing and cost. Unless objection is timely made, the fee simple owner providing such notice shall undertake such maintenance and bill the other fee simple owner its prorata share of the cost thereof as above provided. The fee simple owner receiving such billing shall pay the same within fifteen (15) days. Failure to pay such bill within fifteen (15) days shall result in interest being charged in such delinquent amount at the lesser of twelve percent (12%) per annum or the highest rate permitted by law. Notwithstanding the foregoing, all maintenance costs for utilities caused by the negligence or willful misconduct of a Benefitted Party, shall be paid by such Benefitted Party. In the event any Benefitted Party does not pay the maintenance costs required to be paid by such Benefitted Party pursuant to this Section 6, the Benefitted Party paying such maintenance costs may be an action at law or in equity to obtain reimbursement and in connection therewith, place a lien on the Parcel that is delinquent in such payment. Any lien placed on a Parcel shall at all times be subject and subordinate to any deed of trust or mortgage encumbering such Parcel.

7. Limitation of Liability of Declarant. Declarant for all purposes of this Declaration shall mean the Declarant first above named and its successors and assigns. Upon transfer of the Property, no former owner shall have any personal liability hereunder, all covenants herein being covenants running with the Property. In no event shall any member, partner, director, officer, employee, agent or other principal of Declarant or its successors and assigns have any personal liability with respect to this Declaration. Any liability of Declarant or its successors and assigns shall be enforced solely against such person's equity interest in the Property and no other assets of such person shall be subject to this Declaration.

8. No Dedication. The grants contained in this Declaration are not intended and shall not be construed as a dedication of the Property or any portion thereof for public use and Declarant, its successors and assigns, may take whatever steps necessary to avoid dedication.

9. Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of New Mexico.

10. Entire Agreement. This Declaration sets forth the entire understanding with respect to its subject matter, and may not be amended, modified or terminated except in writing by Declarant or its successors and assigns.

11. Covenants Running with the Land. The covenants contained in this Declaration shall run with the land, shall be binding and enforceable against the successors and assigns of the parties hereto, and shall be perpetual.

*Signature Page Follows*

IN WITNESS WHEREOF, Declarant has executed and delivered this Declaration effective as of the date first set forth above.

DECLARANT:

CPP SIERRA VISTA LLC, a Delaware limited liability company

By: Brian Shirken, Authorized Signer

**ACKNOWLEDGEMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA           )  
  ) SS  
COUNTY OF LOS ANGELES    )

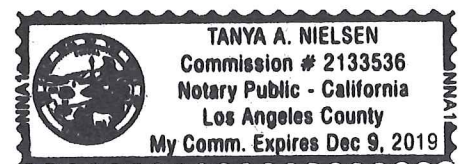
On May 19, 2016, before me, Tanya A. Nielsen, a Notary Public, personally appeared Brian Shirken, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tanya A. Nielsen

(Seal)





### DEED OF TRUST SUBORDINATION

The undersigned, as current Lender under that certain Deed of Trust, Security Agreement, Assignment of Leases and Fixture Filing by and among Declarant, Stewart Title of Albuquerque, LLC and Cantor Commercial Real Estate Lending, L.P. dated May 8, 2015, filed May 8, 2015, and recorded in as Document No. 2015039595, records of Bernalillo County, New Mexico, and assigned to the undersigned by \_\_\_\_\_ dated \_\_\_\_\_, filed \_\_\_\_\_, and recorded in \_\_\_\_\_ Book \_\_\_\_\_, Page \_\_\_\_\_, as Document No. \_\_\_\_\_ records of Bernalillo County, New Mexico (the "Deed of Trust"), hereby subordinates the Deed of Trust to the attached Declaration.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Deed of Trust Subordination.

Wilmington Trust, National Association, as trustee, in trust for the registered holders of Deutsche Mortgage COMM 2015-LC21, Commercial Mortgage Pass-Through Certificates, Series 2015-LC21

By: Midland Loan Services, a Division of PNC Bank, National Association, its master servicer and attorney-in-fact

By:   
Printed Name: Gregory L. McFarland  
Title: Senior Vice President

Servicing Officer  
**ACKNOWLEDGEMENT**

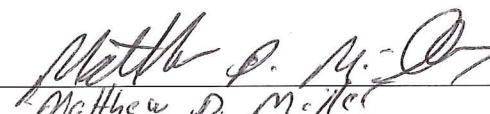
STATE OF KANSAS                     )  
  ) ss.  
COUNTY OF JOHNSON            )

On this day of June 3, 2016, before me, a Notary Public in and for the State of Kansas, personally appeared Gregory L. McFarland, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that he is the Senior Vice President and Servicing Officer of Midland Loan Services, a division of PNC Bank, National Association to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

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

(seal)



  
(Print Name)  
NOTARY PUBLIC in and for the State of

Kansas.

My appointment expires 7/29/2019

## **EXHIBIT A**

### **Property**

Tract A-3-A of Plat of Tract A-3-A and A-3-B, SIERRA VISTA SHOPPING CENTER within Section 5, Township 10 North, Range 4 East, N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 11, 2005, recorded in Book 2005C, page 97.

AND

Tracts B-2 and E, of the Revised and Amended Plat of Tracts lettered "A-3", "B-2" and "E", SIERRA VISTA SHOPPING CENTER, Albuquerque, New Mexico, as the same is shown and designated on the Plat of said Subdivision, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on July 5, 1979, in Plat Book D9, folio 146.

## **EXHIBIT B**

### **Parcel 1**

*That certain parcel of land situate within Section 5, Township 10 North, Range 4 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, comprising a portion of Tract A-3-A, Sierra Vista Shopping Center, as the same is shown and designated on the plat entitled, "PLAT OF TRACT A-3-A AND A-3-B, SIERRA VISTA SHOPPING CENTER WITHIN SECTION 5, TOWNSHIP 10 NORTH, RANGE 4 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO"; March 11, 2005, in Book 2005C, page 97, records of Bernalillo County, New Mexico, and being more particularly described by survey performed by Russ P. Hugg, New Mexico Professional Surveyor Number 9750, using New Mexico State Plane Coordinate System, Central Zone (NAD83), grid bearings and ground distances as follows:*

*BEGINNING at the Southwest corner of the parcel herein described, a point on the Westerly boundary line of said Tract A-3-A, Sierra Vista Shopping Center, whence the Southwest corner of said Tract A-3-A, Sierra Vista Shopping Center (a concrete nail with disc stamped "LS 3516", found in place) bears S 00° 04' 08" E, 49.83 feet distant; Thence,*

*N 00° 04' 08" W, 240.37 feet along said Westerly boundary line of Tract A-3-A, Sierra Vista Shopping Center to the Northwest corner of the parcel herein described; Thence,*

*S 89° 50' 18" E, 131.08 feet to Northeast corner of the parcel herein described, Thence,*

*S 00° 10' 36" W, 239.86 feet, including a portion along the Westerly face of an existing building, to the Southeast corner of the parcel herein described, Thence,*

*S 89° 56' 16" W, 130.06 feet to the point of beginning of the parcel herein described.*

*Said parcel contains 0.7197 acres (3,135 square feet), more or less.*



**EXHIBIT C**

**Site Plan**

