

SIERRA VISTA OUTLOT DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS SIERRA VISTA OUTLOT DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (the "**Declaration**") is made effective this 19th day of May, 2016, by CPP SIERRA VISTA LLC, a Delaware limited liability (the "**Declarant**").

RECITALS

WHEREAS, Declarant is the fee simple owner of the shopping center known as "Sierra Vista Shopping Center", located at 9400, 9500 and 9600 Montgomery Boulevard NE, Albuquerque, New Mexico, and more accurately described on the attached Exhibit A (the "**Shopping Center**"); and

WHEREAS, Declarant has caused to be created from within the Shopping Center premises described in the attached Exhibit A, the outlot described on the attached Exhibit B (the "**Outlot**"); and

WHEREAS, the Outlot is currently improved with a restaurant facility and various site improvements as depicted on the attached Exhibit C (the "**Outlot Improvements**"), including the parking layout as depicted on such Exhibit C (the "**Outlot Parking**"); and

WHEREAS, the Shopping Center is the subject of that certain Declaration of Easements, Covenants and Restrictions dated January 12, 2005 and recorded January 18, 2005 as Instrument No. 2005-008394, Book A90, Page 8369, in the records of Bernalillo County, New Mexico (the "**Shopping Center Declaration**"); and

WHEREAS, as a consequence of creation of the Outlot, Declarant desires to place certain easements, covenants and restrictions on the Outlot pursuant to this Declaration.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Declarant hereby declares that the Outlot shall be subject to the easements, covenants and restrictions contained herein, as follows:

1. Easements for Ingress and Egress. The Outlot, and all owners, occupants, tenants, invitees, customers and visitors thereto, are hereby granted the right to continue to use the Easements for Ingress and Egress set forth in Section 1 of the Shopping Center Declaration; provided that the fee simple owner of the Outlot shall have no right to relocate any access points, driveways, vehicular traffic lanes or drives now existing on or adjacent to the Outlot without the prior written consent of the Declarant, its successors and assigns (excluding the fee simple owner of the Outlot). Any such consent by the Declarant, its successors and assigns may be withheld in the sole discretion of the Declarant, its successors and assigns.

2. No Expansion or Relocation of Building Area on Outlot. The building constituting a part of the Outlot Improvements currently situated on the Outlot, as depicted on

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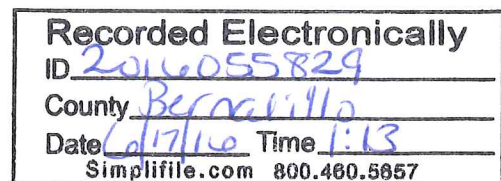
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2. No Expansion or Relocation of Building Area on Outlot. The building constituting a part of the Outlot Improvements currently situated on the Outlot, as depicted on



the attached Exhibit C, shall not be expanded beyond its current size of 2,510 sq. ft. or relocated on the Outlot.

3. Outlot Parking. No portion of the Outlot Parking shall be removed, restriped or reconfigured in any manner such that the Outlot contains less than the thirty-five (35) full size parking spaces currently constituting the Outlot Parking. Additionally, notwithstanding the provisions of Section 2 of the Shopping Center Declaration, at all times all owners, occupants, tenants, invitees, customers and visitors of and to the Outlot shall park their motor vehicles solely on the Outlot and not on other areas of the Shopping Center. The express purpose of this Section 3 is that the Outlot shall at all times self-park and other areas of the Shopping Center shall not be available to provide parking for owners, occupants, tenants, invitees, customers or visitors of and to the Outlot, notwithstanding any provisions to the contrary contained in the Shopping Center Declaration granting easements for parking and other portions of the Shopping Center.

4. Maintenance and Insurance. The fee simple owner of the Outlot (the “**Outlot Owner**”) shall be responsible for and bear all costs associated with the repair, maintenance and insuring of the Outlot, the Outlot Improvements and the Outlot Parking.

5. Common Area Maintenance Obligations. Due to the fact that pursuant to the Shopping Center Declaration, the Outlot has the right to use certain access points, driveways, vehicular traffic lanes and drives existing from time to time throughout the Shopping Center (collectively, the “**Common Areas**”), the fee simple owner of the Outlot shall be responsible for the Outlot’s prorata share of maintenance and insurance costs associated with the Common Areas, including but not limited to, locating, relocating, paving, repaving, striping, restriping, cleaning, signing or signalizing and other general maintenance pertaining to the Common Areas and general liability and property/casualty insurance for the Common Areas (collectively, “**CAM Charges**”), all as determined by the fee simple owner of the Shopping Center from time to time in accordance with sound shopping center operations and maintenance. CAM Charges shall not include any parking areas of the Shopping Center adjacent to the Common Areas so long as the fee simple owner of the Outlot, its tenants, invitees, contractors, subcontractors and other visitors to the Outlot do not violate the provisions of Section 3 hereof, requiring all such persons to park exclusively on the Outlot. The Outlot’s prorata share of CAM Charges shall be calculated by taking the square footage of the building improvements located on the Outlot and dividing same by the total square footage of all buildings located from time to time within the Shopping Center and expressing the quotient obtained as a percentage. The fee simple owner of the Shopping Center shall be permitted to bill CAM Charges as above provided and allocated to the Outlot at least quarterly or such longer billing periods as the fee simple owner of the Shopping Center may elect. All billings for CAM Charges shall be due and payable within thirty (30) days of billing. Any CAM Charges not paid within thirty (30) days of billing shall accrue interest at the lesser of twelve percent (12%) per annum or the highest rate permitted by applicable law. Any CAM Charges not paid within thirty (30) days of billing shall constitute a lien on the Outlot upon the filing of a notice of lien or other document required by applicable law to perfect such lien.

6. Running Benefits and Burdens with the Land. All provisions of this Declaration which create a benefit in favor of or impose a burden upon the Outlot shall run with the land and

shall be binding upon and inure to the benefit of the assigns, successors in interest and/or transferees of the Outlot, according and subject to the terms and conditions hereof.

7. Attorney's Fees; Enforcement. Either party may enforce this instrument by legal action and should it prevail in such litigation it shall recover as part of its reasonable costs and reasonable attorney's fees. The easements, covenants and restrictions created and granted herein shall be enforceable by suit for specific performance and injunctive relief, in addition to any other remedy provided by law or equity.

8. Notice. Declarant's address is CPP Sierra Vista LLC, c/o Columbus Pacific Properties, 429 Santa Monica Boulevard, Suite 600, Santa Monica, California 90401. All notices under this Declaration shall be sent by U.S. Mail, Certified, Return Receipt Requested to the address provided for in this paragraph and shall be deemed given upon receipt or refusal.

9. No Modification. Neither the location, configuration and/or scope of easements described in Section 1 of this Declaration shall be materially modified or amended, from what is shown on the attached exhibits, without the prior written consent of the party benefited thereby, which consent shall not be unreasonably withheld, conditioned or delayed. This Declaration may be modified by written instrument executed by each of the Declarant, its successors or assigns, and the Outlot Owner, or such portion or portions thereof as are affected by such modification. The consent of tenants of the Shopping Center or the Outlot, or any portion thereof, shall not be required for such modification to be effective.

10. Purpose; No Public Dedication. In no event shall any of the rights and easements hereby created benefit or be appurtenances to any property that is now or hereafter owned by or dedicated to any government or governmental authority, for public road right-of-way purposes; nor shall any of the rights and easements hereby created benefit or be exercisable by the general public.

11. Compliance with Laws. Any easement provided hereunder shall be subject to compliance with all laws, ordinances and regulations as may be applicable for continuous operation of the businesses located on the parcels affected hereby. The Declarant, its successors and assigns, and the Outlot Owner shall comply with all laws, ordinances, regulations and other governmental requirements with respect to such owner's parcel.

Signature Page Follows

IN WITNESS WHEREOF, the Declarant has executed 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.

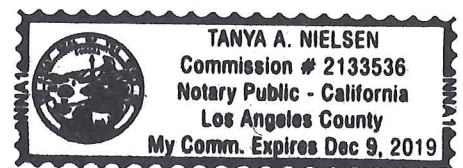
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tanya A. Nielsen

(Seal)

(Seal)



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.

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: 
Printed Name: **Gregory L. McFarland**
Title: **Senior Vice President**
Servicing Officer

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

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

 **NOTARY PUBLIC - State of Kansas**
MATTHEW D. MILLER
My Appt. Expires _____

Matthew D. Miller
Matthew D. Miller
(Print Name)
NOTARY PUBLIC in and for the State of

My appointment expires

EXHIBIT A

Shopping Center

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

Outlot

That certain parcel of land situate within Section 5, Township 10 North, Range 4 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico being and comprising a Northeasterly portion of Tract A-3-A, Sierra Vista Shopping Center 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 more particularly described by survey performed by Russ P. Hugg, New Mexico Professional Surveyor Number 9750 using New Mexico State Plane, Central Zone (NAD 83) grid bearings and ground distances as follows:

Beginning at the Northeast corner of the parcel herein described, a point on the Northerly line of said Tract A-3-A, also being a point on the Southerly right of way line of Montgomery Boulevard N.E. whence (1) the Northeast corner of said Tract A-3-A bears S 89°50'06" E, 28.00 feet distant and (2) the Albuquerque Control Survey Monument "12-F20A" bears N 87°06'41" W, 1501.80 feet distant; Thence,

S 00°03'21" E, 137.66 feet to the Southeast corner of the parcel herein described; Thence,

S 89°56'39" W, 202.97 feet to the Southwest corner of the parcel herein described; Thence,

N 00°15'31" E, 138.44 feet to a point on said Southerly right of way line of Montgomery Boulevard N.E. and the Northwest corner of the parcel herein described; Thence,

S 89°50'06" E, 202.21 feet along said Southerly right of way line of Montgomery Boulevard N.E. to the Northeast corner and point of beginning of the parcel herein described.

Said parcel contains 0.6420 acre, more or less.

Outlot Improvements and Outlot Parking

