



Please check the appropriate box(es) and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.		
SUBDIVISIONS	<input type="checkbox"/> Final Sign off of EPC Site Plan(s) (Forms P2)	<input type="checkbox"/> Extension of IIA: Temp. Def. of S/W (Form V2)
<input type="checkbox"/> Major – Preliminary Plat (Forms S & S1)	<input type="checkbox"/> Amendment to Site Plan (Forms P & P2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input type="checkbox"/> Major – Bulk Land Plat (Forms S & S1)	MISCELLANEOUS APPLICATIONS	<input type="checkbox"/> Vacation of Public Easement(s) DRB (Form V)
<input type="checkbox"/> Extension of Preliminary Plat (Form S1)	<input type="checkbox"/> Extension of Infrastructure List or IIA (Form S1)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)
<input type="checkbox"/> Minor Amendment - Preliminary Plat (Forms S & S2)	<input type="checkbox"/> Minor Amendment to Infrastructure List (Form S2)	PRE-APPLICATIONS
<input type="checkbox"/> Minor - Final Plat (Forms S & S2)	<input type="checkbox"/> Temporary Deferral of SW (Form V2)	<input checked="" type="checkbox"/> Sketch Plat Review and Comment (Form S2)
<input type="checkbox"/> Minor – Preliminary/Final Plat (Forms S & S2)	<input type="checkbox"/> Sidewalk Waiver (Form V2)	<input type="checkbox"/> Sketch Plan Review and Comment (Form P2)
SITE PLANS	<input type="checkbox"/> Waiver to IDO (Form V2)	APPEAL
<input type="checkbox"/> DRB Site Plan (Forms P & P2)	<input type="checkbox"/> Waiver to DPM (Form V2)	<input type="checkbox"/> Decision of DRB (Form A)
BRIEF DESCRIPTION OF REQUEST		
Parking Lot Addition, approximately 22,000sf needed for fire lane/escape lane, DT Modification & Existing Single Lane OMD Canopy Extension to Dual Lane, Transformer Relocation		

APPLICATION INFORMATION		
Applicant/Owner: Chick-fil-A, Inc.		Phone:
Address: 5200 Buffington Road		Email:
City: Atlanta	State: GA	Zip: 30349
Professional/Agent (if any): Interplan LLC		Phone: 407-645-5008
Address: 220 East Central Parkway, Suite 4000		Email: abishop@interplanllc.com
City: Altamonte Springs	State: FL	Zip: Altamonte Springs, FL 32701
Proprietary Interest in Site:	List <u>all</u> owners: Levine Investments Limited Partnership / Red Shamrock 4 LLC	
SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)		
Lot or Tract No.: <small>LT 6 PLAT OF LOTS 1 THRU 9 COORS PAVILION / LT 5 PLAT OF LOTS 1 THRU 9 COORS PAVILION</small>	Block:	Unit:
Subdivision/Addition:	MRGCD Map No.:	UPC Code:
Zone Atlas Page(s):	Existing Zoning: NR-C	Proposed Zoning NR-C
# of Existing Lots:	# of Proposed Lots:	Total Area of Site (Acres):
LOCATION OF PROPERTY BY STREETS		
Site Address/Street: <small>4001 Coors Boulevard NW, Albuquerque, NM</small>	Between: Coors Boulevard	and: St. Josephs
CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)		

I certify that the information I have included here and sent in the required notice was complete, true, and accurate to the extent of my knowledge.

Signature:	Date: 08/08/2022
Printed Name: Amanda Bishop; Interplan LLC c/o Chick-fil-A, Inc.	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

Please refer to the DRB minor case schedule for meeting dates and deadlines. Your attendance is required.

SKETCH PLAT REVIEW AND COMMENT

Interpreter Needed for Hearing? _____ if yes, indicate language: _____

A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.

Zone Atlas map with the entire site clearly outlined and labeled

Letter describing, explaining, and justifying the request

Scale drawing of the proposed subdivision plat

Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use

MAJOR SUBDIVISION FINAL PLAT APPROVAL

Interpreter Needed for Hearing? _____ if yes, indicate language: _____

___ A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.

___ Zone Atlas map with the entire site clearly outlined and labeled

___ Proposed Final Plat

___ Design elevations & cross sections of perimeter walls

___ Landfill disclosure and EHD signature line on the plat if property is within a landfill buffer

SUBDIVISION OF LAND – MINOR (PRELIMINARY/FINAL PLAT APPROVAL)

Interpreter Needed for Hearing? _____ if yes, indicate language: _____

___ A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.

___ Zone Atlas map with the entire site clearly outlined and labeled

___ Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(K)

___ Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)

___ Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements (to include sidewalk, curb & gutter with distance to property line noted) if there is any existing land use

___ Sidewalk Exhibit and/or cross sections of proposed streets

___ Proposed Infrastructure List, if applicable

___ Required notice with content per IDO Section 14-16-6-4(K)

___ Office of Neighborhood Coordination inquiry response and proof of emailed notice to applicable Neighborhood Association representatives, copy of notification letter, completed notification form(s), and proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b)

___ Sensitive Lands Site Analysis for new subdivisions of land in accordance with IDO Section 5-2(C)

___ Landfill disclosure and Environmental Health Department signature line on the plat if property is within a landfill buffer

Note: Any application that requires major public infrastructure must be processed as a Subdivision of Land - Major. See Form S1.

MINOR AMENDMENT TO PRELIMINARY PLAT / INFRASTRUCTURE LIST

Interpreter Needed for Hearing? _____ if yes, indicate language: _____

___ A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.

___ Zone Atlas map with the entire site clearly outlined and labeled

___ Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)

___ Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan

___ Original Preliminary Plat, Infrastructure List, and/or Grading Plan

___ Infrastructure List, if applicable

Note: Any application that does not qualify as a Minor Amendment in IDO Section 14-16-6-4(X) must be processed as a Major Amendment. See Form S1.

Levine Investments Limited Partnership

2801 East Camelback Road • Suite 450 • Phoenix Arizona • 85016
Phone 602.248.8181 • Facsimile 602.248.0884

August 1, 2022

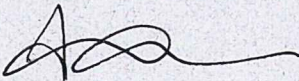
Reference: Chick-fil-A #04107 Coors Boulevard FSU
4001 Coor Boulevard Northwest, Albuquerque, NM 87120
IP No.: 2021.1239
Letter of Authorization

To Whom It May Concern:

Please accept this letter as authorization for Interplan, LLC, to act as agent in correspondence and representation of all approval and permitting matters required for the Chick-fil-A parking expansion project at the location referenced above and only to the extent outline in the attached plan dated 4/12/22.

If you have any questions, please contact me at 602-248-8181 or via email tony@levineinvestments.com.

Sincerely,



Andrew M. Cohn
Authorized Representative

Subscribed and sworn to before me this 1st day of August, 2022.

Notary Public Lisa C. Bullington
Seal

My Commission Expires: 4-12-2023



March 4, 2022

Reference: Chick-fil-A #04107 Coors Boulevard FSU
4001 Coors Boulevard Northwest, Albuquerque, NM 87120
IP No.: 2021.1239
Letter of Authorization

To Whom It May Concern:

Please accept this letter as authorization for Interplan LLC, to act as agent in correspondence and representation of all approval and permitting matters required for (project name) at the location referenced above.

If you have any questions, please contact me at 505-998-9093 or via email, josh@retailSouthwest.com.

Sincerely,
Red Shamrock 4, LLC

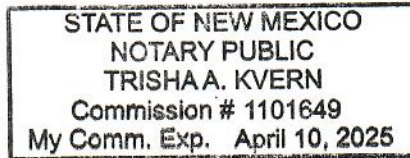
Joshua Skensgard
Title Managing member

Subscribed and sworn to before me this 14 day of July, 2022.

Notary Public JLK

Seal

My Commission Expires: 4/10/2025



August 8, 2022

Jay Rodenbeck
City of Albuquerque Planning Department
Development Review Services
600 Second NW
Albuquerque, NM 87102
505-924-3994
jrodenbeck@cabq.gov

Reference: Chick-fil-A #4107 Coors Boulevard FSU
4001 Coors Boulevard, Albuquerque, NM 87120
IP No.: 2021.1239
Sketch Plat

To Whom It May Concern,

Chick-fil-A is proposing modifications to the existing restaurant located at the address referenced above. The scope of work involves a Parking Lot Addition, approximately 22,000sf needed for fire lane/escape lane, DT Modification, Transformer relocation & Existing Single Lane OMD Canopy Extension to Dual Lane, which will serve to protect employees and customers against the elements as well as help expedite the ordering process, alleviate traffic congestion and circulation to the site and surrounding properties. Due to the City of Albuquerque's Integrated Development Ordinance, it has been determined that the proposed modifications do not meet the requirements for the Minor Amendment and instead it constitutes a Major Amendment requiring approval by the original body, the Development Review Board based on the following;

- Table 6-4-4 of the IDO states that an application is not an allowable amendment if there is more than a 10% increase in a numerical standard as established on the original Site Plan approval. The original Site Plan was approved with fifty (50) parking spaces, and the proposed application depicts seventy-eight (78) parking spaces which is an increase of approximately 36%, and exceeds the allowed 10% threshold for the Minor Amendment.
- 6-4(y)(2)(a)9. Of the IDO states that an applicant is not an allowable Minor Amendment if the amendment increases traffic accessing the subject property from local streets and does not increase or decrease the number of through streets, sidewalks, trails or trail connections passing through the property. Our application is adding additional points of access to the Chick-fil-A by adding a new access point to the new northern parking lot from the West as well as from the adjoining property to the North.



Chick-fil-A #04107 Coors Boulevard

July 22, 2022

Page 2 of 2

- 6-4(y)(2)(a)9. Of the IDO states that an application is not an allowable Minor Amendment if the amendment causes significant changes to access or circulation patterns on the subject property. Our application is adding an additional drive-thru lane, affecting circulation patterns on the site, and the additional point of access are affecting access patterns on the site.

Now that staff has reviewed our application and determined that a Major Site Plan Amendment is required we would like to proceed with the Sketch Plat.

Upon review, please let me know if you have any questions or require additional information regarding the proposed modifications. I can be reached at 407-645-5008 or by email at abishop@interplanllc.com. If I am unavailable, Nancy Carreras is the Permit Manager and can be reached at ncarreras@interplanllc.com for further assistance.

Sincerely,

INTERPLAN LLC

Amanda Bishop

Amanda Bishop

Development Services/ Permit Coordinator

enclosures

ec: K. Teresa, C. Efford; Chick-fil-A, Inc.
E. Cogswell, R. Osegueda, M. McRae; JLL
D. Jenkins, M. Medina; Ensign Engineering
N. Carreras, T. Vu; Interplan LLC

August 8, 2022

Jay Rodenbeck
City of Albuquerque Planning Department
Development Review Services
600 Second NW
Albuquerque, NM 87102
505-924-3994
jrodenbeck@cabq.gov

Reference: Chick-fil-A #4107 Coors Boulevard FSU
4001 Coors Boulevard, Albuquerque, NM 87120
IP No.: 2021.1239
Parking Agreement

To Whom It May Concern,

Chick-fil-A is proposing modifications to the existing restaurant located at the address referenced above. The scope of work involves a Parking Lot Addition, approximately 22,000sf needed for fire lane/escape lane, DT Modification, Transformer relocation & Existing Single Lane OMD Canopy Extension to Dual Lane, which will serve to protect employees and customers against the elements as well as help expedite the ordering process, alleviate traffic congestion and circulation to the site and surrounding properties.

Please see the below snippet of the parking agreement for the said lots 5 and 6.

B. Grant of Private Non-Exclusive Cross Parking Easement. Declarant (and each successive Owner of any Lot) does hereby declare, for the benefit of the other Lot(s) in the Shopping Center and the Owner(s) of said Lot(s) and their respective successors in interest, Occupants, employees, agents, customers, licensees and invitees and for the benefit of the Lot(s) owned by each such grantee, a perpetual non-exclusive and reciprocal easement for parking on and over the parking areas, as the same exist or may exist, from time to time, on Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9. In accordance with Article X below, each Owner shall be responsible for (with no contribution from the adjacent Lot Owner, except as expressly set forth in this Declaration) (i) the cleaning, maintenance, snow removal and repair of the individual parking stalls or parking lot located on such Owner's Lot, and (ii) ensuring adequate parking lot lighting for the individual parking stalls or parking lot located on such Owner's Lot.



Chick-fil-A #4107 Coors Boulevard

August 8, 2022

Page 2 of 2

Should you have any questions or need any additional information, you can contact me at (407)645-5008 or via email at abishop@interplanllc.com. If I am not available, Nancy Carreras, is the permit manager and can also be reached at the office or via email at ncarreras@interplanllc.com. Thank you for your assistance.

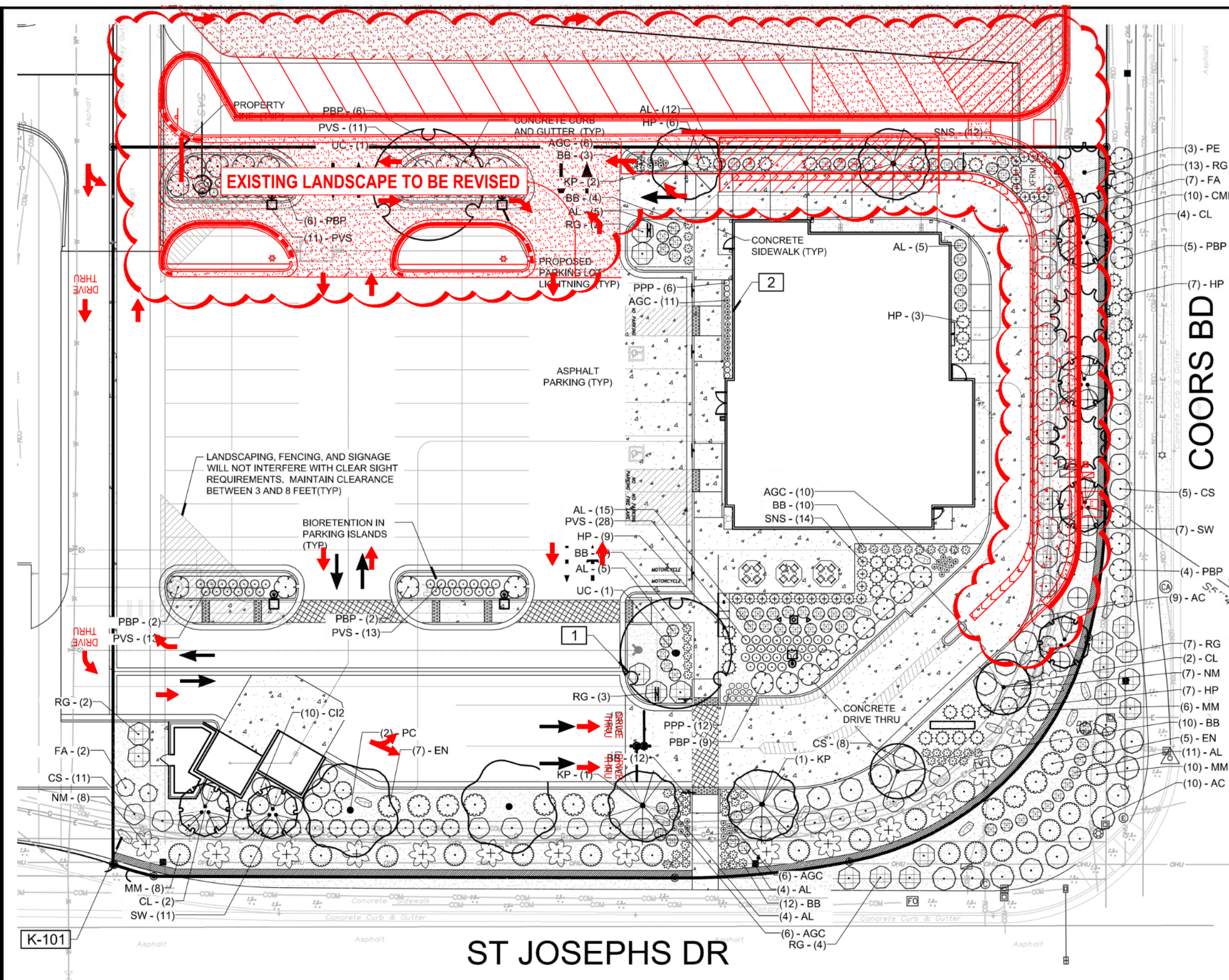
Sincerely,

INTERPLAN LLC

A. Bishop

Amanda Bishop

Site Development /Permit Coordinator

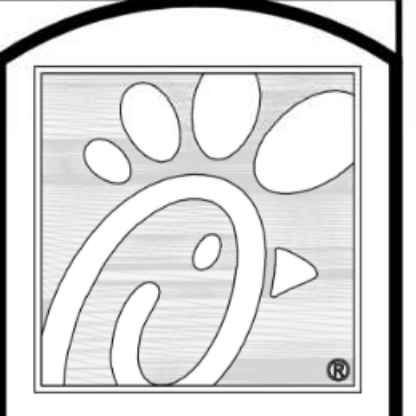


PLANT SCHEDULE ON-SITE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	GAL
	CL	8	CHILOPSIS LINEARIS / DESERT WILLOW	B#B	2.0" CAL MULTISTEM
	KP	4	KOELREUTERIA PANICULATA / GOLDEN RAIN TREE	B#B	2" CAL
	PE	3	PINUS EDULIS / PINON PINE	10-12' HT	
	PC	2	PISTACHIA CHINENSIS / CHINESE PISTACHE	B # B	2" CAL
	UC	2	ULMUS 'ACCOLADE' / ACCOLADE ELM	B # B	2" CAL
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	AL	61	AMORPHA CANESCENS / LEADPLANT	2 GAL	
	AC	19	ARCTOSTAPHYLOS X COLORADOENSIS 'CHIEFTAIN' / MANZANITA	5 GAL	
	CI2	10	CERCOCARPUS INTRICATUS / LITTLE LEAF MOUNTAIN MAHOGONY	5 GAL	
	CMF	10	CHAMAEBATIARIA MILLEFOLIUM 'FERNBUSH' / FERNBUSH	5 GAL	
	CS	24	CYTISUS SCOPARIUS 'MOONLIGHT' / MOONLIGHT SCOTCH BROOM	5 GAL	
	EN	12	ERICAMERIA NAUSEOSA / RUBBER RABBITBRUSH	5 GAL	
	FA	9	FALLUGIA PARADOXA / APACHE PLUME I 2356D	5 GAL	
	HP	32	HESPERALOE PARVIFOLIA / RED YUCCA	5 GAL	
	PBP	34	PRUNUS BESSEYI 'PAWNEE BUTTES' / SAND CHERRY	5 GAL	
	RG	31	RHUS TRILOBATA 'AUTUMN AMBER' / AUTM N AMBER SUMAC	5 GAL	
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	BB	57	BOUPELOUA GRACILIS 'BLONDE AMBITION' / BLUE GRAMA	1 GAL	
	NM	15	NOLINA MICROCARPA / SACAHUISTA	1 GAL	
	PVS	76	PANICUM VIRGATUM 'SHENENDOAH' / BURGUNDY SWITCH GRASS	1 GAL	
	SNS	26	SORGHASTRUM NUTANS 'SIOUX BLUE' / INDIAN GRASS	1 GAL	
	SW	18	SPOROBOLUS WRIGHTII / BIG SACATON	1 GAL	
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	AGC	39	AGASTACHE CANA 'SONORAN SUNSET' / SONORAN SUNSET HYSSOP	1 GAL	
	MM	24	MIRABILIS MULTIFLORA / COLORADO FOUR O' CLOCK	1 GAL	
	PPP	18	PENSTEMON PINIFOLIUS / THREADLEAF BEARDTONGUE	4" POT	
MULCHES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	RM	16,739 SF	ROCK MULCH / RIVER ROCK MIXTURE PER OWNER APPROVAL PLACE TO A UNIFORM DEPTH OF 3" OVER PERMEABLE WEED BARRIER FABRIC.	MULCH	

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
[1]	PLACE SHREDDED CEDAR MULCH AROUND BASE OF ALL PERENNIALS AND GRASSES IN LARGE COBBLE AREAS. MASSED PERENNIALS TO RECEIVE LARGE RING AROUND ENTIRE GROUP (TYP).		
[2]	MINIMUM 3" ROOTBALL OFFSET FROM BUILDING, TYP.		
SYMBOL	DESCRIPTION	QTY	DETAIL
[K-101]	ROCK GRANITE/MOSS ROCK BOULDER--DECORATIVE. 1/2 TON AVG SIZE	16	



5200 Buffington Rd.
Atlanta, Georgia
30349-2998

Revisions:

Mark	Date	By
△		
△		
△		

Seal

MERRICK & COMPANY
5970 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-751-0741

STORE
CHICK-FIL-A
FSU #04107
COORS BLVD.

COORS BLVD NW
& St. JOSEPHS DR NW
ALBUQUERQUE, NM
87120

SHEET TITLE
LANDSCAPE PLAN

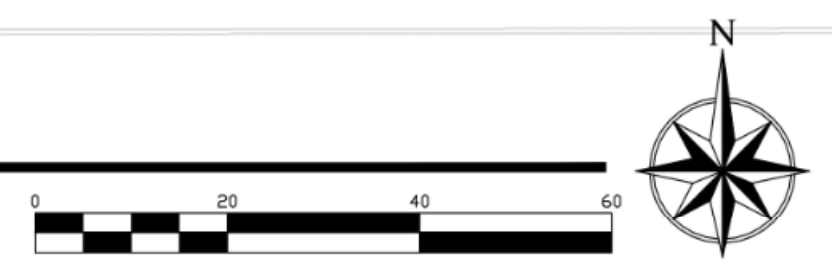
DWG EDITION ---

Job No. : 65119594
Store : 04107
Date : 08/02/19
Drawn By : JRO
Checked By : NAM

Sheet
L1.0

LANDSCAPE PLAN

SCALE: 1" = 20'



SITE CATEGORY REQUIREMENTS

OVERALL LANDSCAPING PROVIDED: 13,214 SF	Site Area: 50,691 SF
Groundplane Veg Cover % Req/Provided: 13,214 / 75 - 9910 Req / 10,215 sf provided = 77.30% cover)	Building Area: 4,867 SF
Total Trees: 19	Net Lot Area: 45,824
Total Shrubs: 183	Required Landscaping (15%): 6,874 sf
	Provided Landscaping = 13,125
	Percentage = 28.68%

PARKING BUFFERS / INTERNAL

Frontage and LF	Bed Width / Coverage %	# of Spaces	Trees Req / Prov	Shade Trees Req / Prov
South - St Josephs NW - 316 ft	10' / 80%	53	5 / 5 (1 per 10)	5 / 5
East - Coors Bd NW - 164 ft	10' / 75%			

NO PARKING SPACE MAY BE LOCATED MORE THAN 100' FROM TREE TRUNK

STREET TREES (1 - 30 LF)

Frontage and LF	Trees Req / Provided
East - 164 LF	5 / 5
South - 316 LF	9 / 9

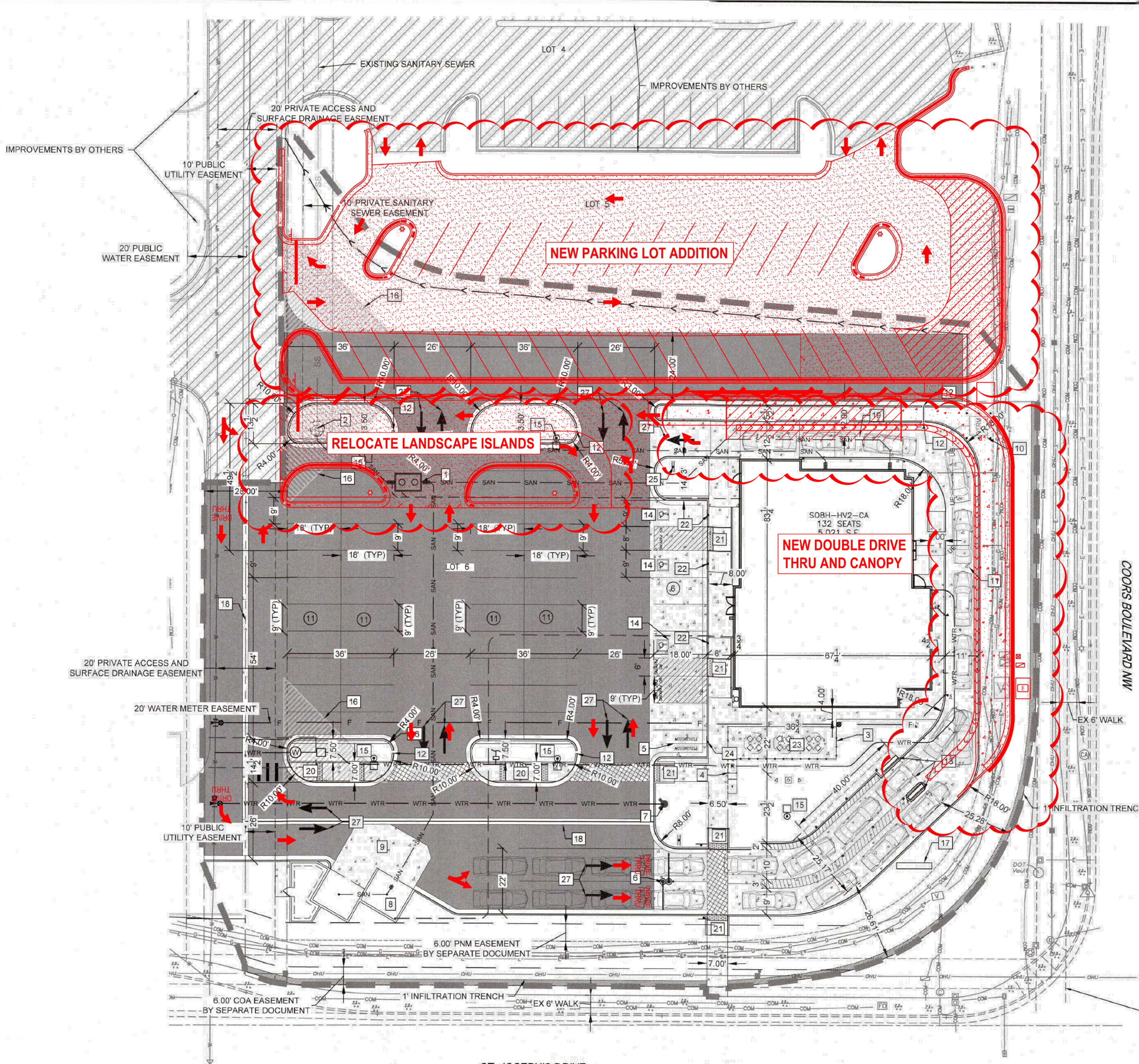
PLAN NOTES:

- STREET TREE PROVIDED PER SECTION 6-1-1-1.
- NO SOD IS PROPOSED.
- PROVIDE A 2' PARKING OVERHANG FOR ALL PLANTS WHERE APPLICABLE.
- LANDSCAPING AND SIGNING WILL NOT INTERFERE WITH CLEAR SIGHT REQUIREMENTS. THEREFORE, SIGNS, WALLS, TREES, AND SHRUBBERY BETWEEN 3 AND 8 FEET TALL (AS MEASURED FROM THE GUTTER PAN) WILL NOT BE ACCEPTABLE IN THESE AREAS.
- ALL IRRIGATION TO COMPLY WITH WATER CONSERVATION LANDSCAPING AND WATER WASTE ORDINANCE FOR ALBUQUERQUE.
- PROPOSED LANDSCAPING COMPLIES WITH CITY OF ALBUQUERQUE WATER CONSERVATION ORDINANCE (RE: SEC. 6-1-1)
- LANDSCAPE BEDS TO BE DEPRESSED AT LEAST 6" BELOW GRADE TO ALLOW FOR RAINWATER HARVESTING.
- THIS PLAN COMPLIES WITH CITY CODE 14-16-3-10, GENERAL LANDSCAPING REGULATIONS, WITH THE INCLUSION OF REQUIREMENTS TABLE AND REQUIRED LANDSCAPE MATERIAL SIZE AND LOCATIONS AS SPECIFIED IN AFOREMENTIONED CODE.

(1) Landscaping shall be installed according to the approved plan; installation shall be completed within 60 days of the related building's occupancy.
 (2) Any damage to utility lines resulting from the negligence of the abutting landowner, his agents, or employees in the installation and maintenance of the landscaped area in the public right-of-way shall be the responsibility of such landowner. Any damage to utility lines resulting from the growth of plant materials, which have been approved by the applicable public utility as part of a plan for landscaping on the public right-of-way, shall be the responsibility of such public utility. If a public utility disturbs a landscaped area in the public right-of-way, it shall make every reasonable effort to preserve the landscaping materials and return them to their prior locations after the utility work. If, nonetheless some plant materials die, it is the obligation of the abutting landowner to replace the plant materials.
 (3) Landscaping shall have adequate maintenance. Landscaping which dies shall be replaced by the owner as expeditiously as possible, but in no case longer than 60 days after notification.



Natural Design Solutions
Landscape Architecture
Land Planning · Irrigation Design
5539 Colt Drive, Longmont, CO 80503
(303) 443-0388 · neil@ndscolorado.com



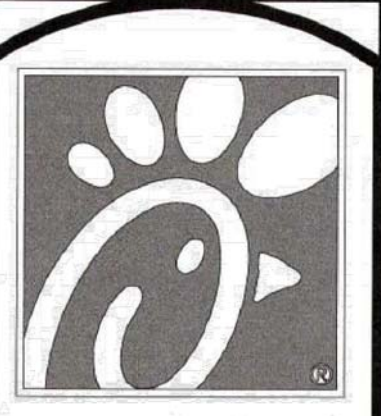
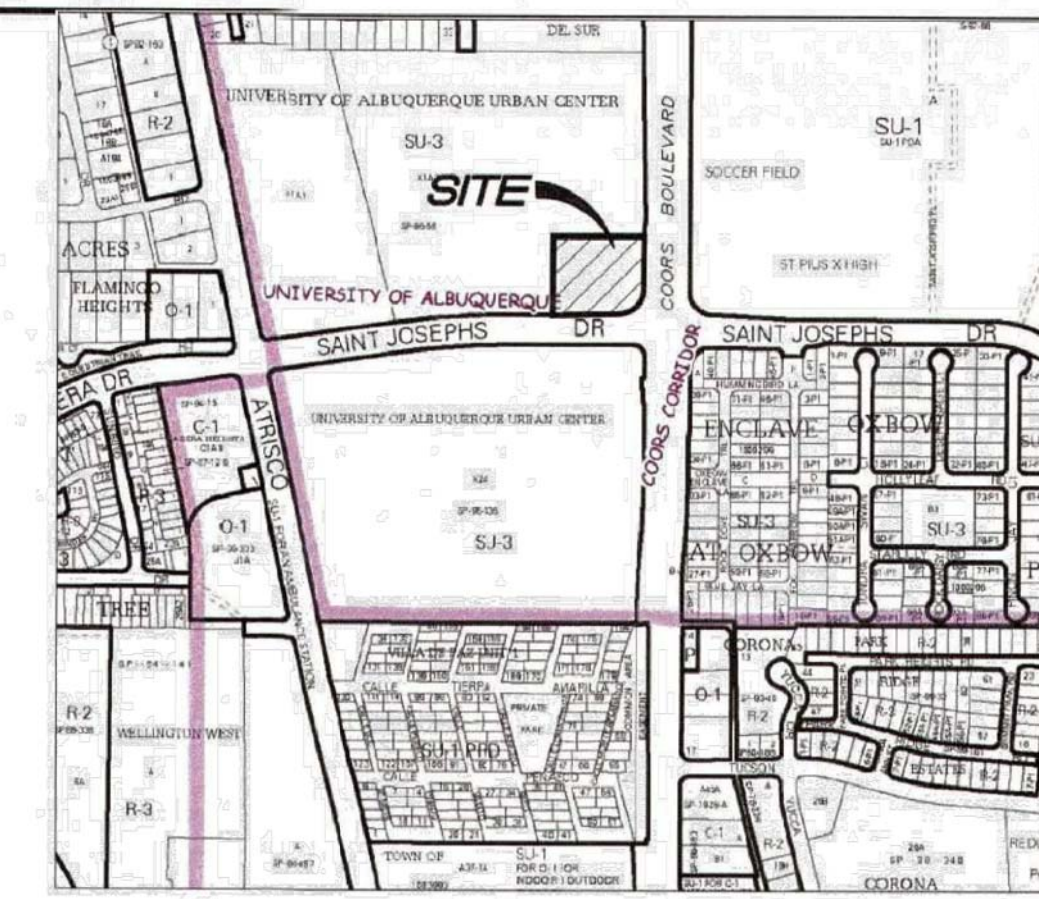
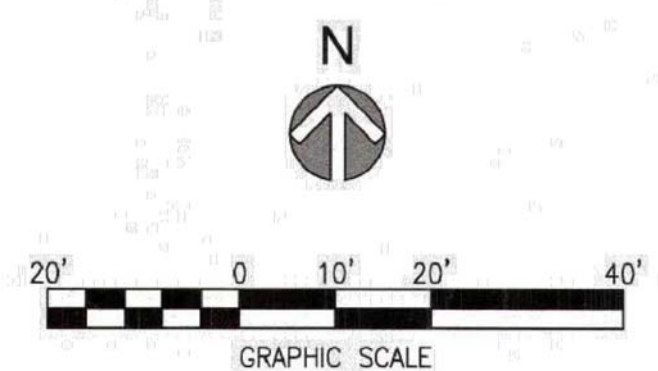
SITE PLAN DESIGN NOTES & KEY PLAN

- 1 GREASE INTERCEPTOR
- 2 EXISTING SANITARY MANHOLE
- 3 42" PATIO ALUMINUM GUARDRAIL RE. DETAIL THIS SHEET
- 4 BIKE RACK
- 5 MOTORCYCLE PARKING STALLS
- 6 HEIGHT CLEARANCE ARM
- 7 FIRE HYDRANT (PRIVATE)
- 8 TRASH ENCLOSURE
- 9 CONCRETE APRON
- 10 ELECTRIC TRANSFORMER
- 11 CONCRETE DRIVE THROUGH
- 12 1" CURB OPENING
- 13 ORDER POINT CANOPY AND MENU BOARDS
- 14 ACCESSIBLE PARKING STALL
- 15 25' LIGHT POLE (TYP)
- 16 SIGHT DISTANCE TRIANGLE (35' X 35'). SEE NOTE 5
- 17 MONUMENT SIGN
- 18 2' CONCRETE PAN
- 19 PICK UP WINDOW CANOPY
- 20 AT GRADE WALK
- 21 ACCESSIBLE RAMP
- 22 ACCESSIBLE PARKING SIGN
- 23 PUBLIC OUTDOOR SEATING AREA
- 24 MOTORCYCLE PARKING SIGN
- 25 THANK YOU / DO NOT ENTER SIGN
- 26 ROLL OVER CURB
- 27 PAVEMENT DIRECTIONAL ARROWS

COORS BOULEVARD NW

GENERAL NOTES

1. DESIGN GROUND-MOUNTED EQUIPMENT SCREENING TO ALLOW FOR ACCESS TO UTILITY FACILITIES ALL SCREENING AND VEGETATION SURROUNDING GROUND-MOUNTED TRANSFORMERS AND UTILITY PADS ARE TO ALLOW 10 FEET OF CLEARANCE IN FRONT OF THE EQUIPMENT DOOR AND 5-6 FEET OF CLEARANCE ON THE REMAINING THREE SIDES FOR SAFE OPERATION, MAINTENANCE, AND REPAIR PURPOSES. REFER TO THE PNM ELECTRIC SERVICE GUIDE AT WWW.PNM.COM FOR SPECIFICATIONS.
2. SITE PLAN SHALL COMPLY AND BE IN ACCORDANCE WITH ALL APPLICABLE CITY OF ALBUQUERQUE REQUIREMENTS, INCLUDING THE DEVELOPMENT PROCESS MANUAL AND CURRENT ADA CRITERIA.
3. APPLICANT SHALL BE RESPONSIBLE TO ABIDE BY ANY CONDITIONS OR TERMS OF UTILITY EASEMENTS.
4. ALL IMPROVEMENTS LOCATED IN THE RIGHT OF WAY MUST BE INCLUDED ON A PUBLIC WORK ORDER.
5. LANDSCAPING, FENCING AND SIGNING WILL NOT INTERFERE WITH CLEAR SIGHT REQUIREMENTS. THEREFORE, SIGNS, WALLS, TREES, AND SHRUBBERY BETWEEN 3 AND 8 FEET TALL (AS MEASURED FROM THE GUTTER PAN) WILL NOT BE ACCEPTABLE IN THE CLEAR SIGHT TRIANGLE.
6. ALL THE BUILDINGS CONSTRUCTED WITHIN THE COORS PAVILION PROPERTY SHALL HAVE EXTERIOR SECURITY CAMERAS.



5200 Buffington Rd.
Atlanta, Georgia
30349-2998

Revisions:

Mark	Date	By
△		
△		
△		

LEGEND

LIMITS OF CONSTRUCTION	---
PROPERTY LINE	---
BUILDING LINE	---
NEW CURB AND GUTTER	---
NEW SIDEWALK	---
EASEMENT LINE	---
VEHICLE (20'-0" LENGTH TYPE)	
CONCRETE PAVEMENT	
ASPHALT PAVEMENT	
EXISTING ASPHALT PAVEMENT	

SITE DATA CHART

LEGAL DESCRIPTION OF LEASE AREA: LOT 6 COORS PAVILION WITHIN THE TOWN OF ALBUQUERQUE GRANT IN PROJECTED SECTION 2, TOWNSHIP 10 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, COUNTY OF BERNALILLO, STATE OF NEW MEXICO.

ZONE DISTRICT: SU-3 WITH C-2 USES ALLOWED
PROPOSED USE: QUICK SERVICE RESTAURANT

	SQ FT	ACRES	PERCENTAGE
TOTAL AREA OF PROPERTY:	50,690	1.16	100%
LANDSCAPE AREA:	13,858	0.32	27%
HARDSCAPE AREA:	2,720	0.06	5%
TOTAL PARKING AND DRIVE AREA:	29,091	0.66	58%
TOTAL BUILDING AREA:	6,021	0.12	10%

REQUIRED PARKING CALCULATION - RESTAURANT WITH DRIVE-THRU AT LEAST 1 PARKING SPACE PER 4 SEATS IN BUILDING = 33 SPACES
REQUIRED HANDICAP ACCESSIBLE PARKING SPACES = 3

STANDARD PARKING SPACES:	47
ACCESSIBLE PARKING SPACES:	3
TOTAL AUTO PARKING SPACES PROVIDED:	50
MOTORCYCLE PARKING SPACES:	2

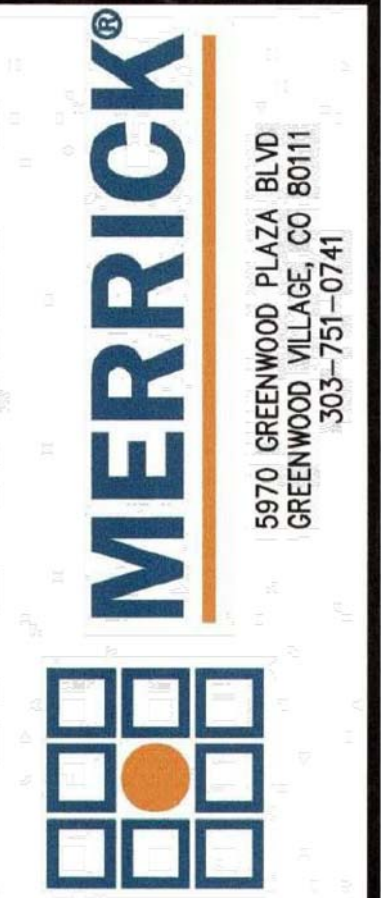
BIKE RACK SPACES:	4		
TOTAL PARKING AREA:	39,232	0.90	100%
LANDSCAPE AREA:	10,352	0.24	26%
HARDSCAPE AREA:	28,880	0.66	74%

FORMER PROJECT NUMBER: 1000032
PROJECT NUMBER: PR-2019-002574 (1000032)
APPLICATION NUMBER: SI-2019-00191

Is an Infrastructure List Required? () Yes () No. If yes, then a set of approved DRC plans with a work order is required for any construction within Public Right-of-way or for construction of public improvements.

SITE DEVELOPMENT PLAN APPROVAL

TRAFFIC ENGINEER, TRANSPORTATION DIVISION	8-14-19
DATE	8-16-19
ABCWUA	08-14-19
DATE	08-14-19
PARKS AND RECREATION DEPARTMENT	9-16-19
DATE	9-16-19
CITY ENGINEER	8/14/19
DATE	8/14/19
SOLID WASTE MANAGEMENT	8/14/19
DATE	8/14/19
DRB CHAIRPERSON, PLANNING DEPARTMENT	9-16-19
DATE	9-16-19



STORE
CHICK-FIL-E
FSU #04107
COORS BLVD.
4001 COORS BLVD NW
ALBUQUERQUE, NM
87120

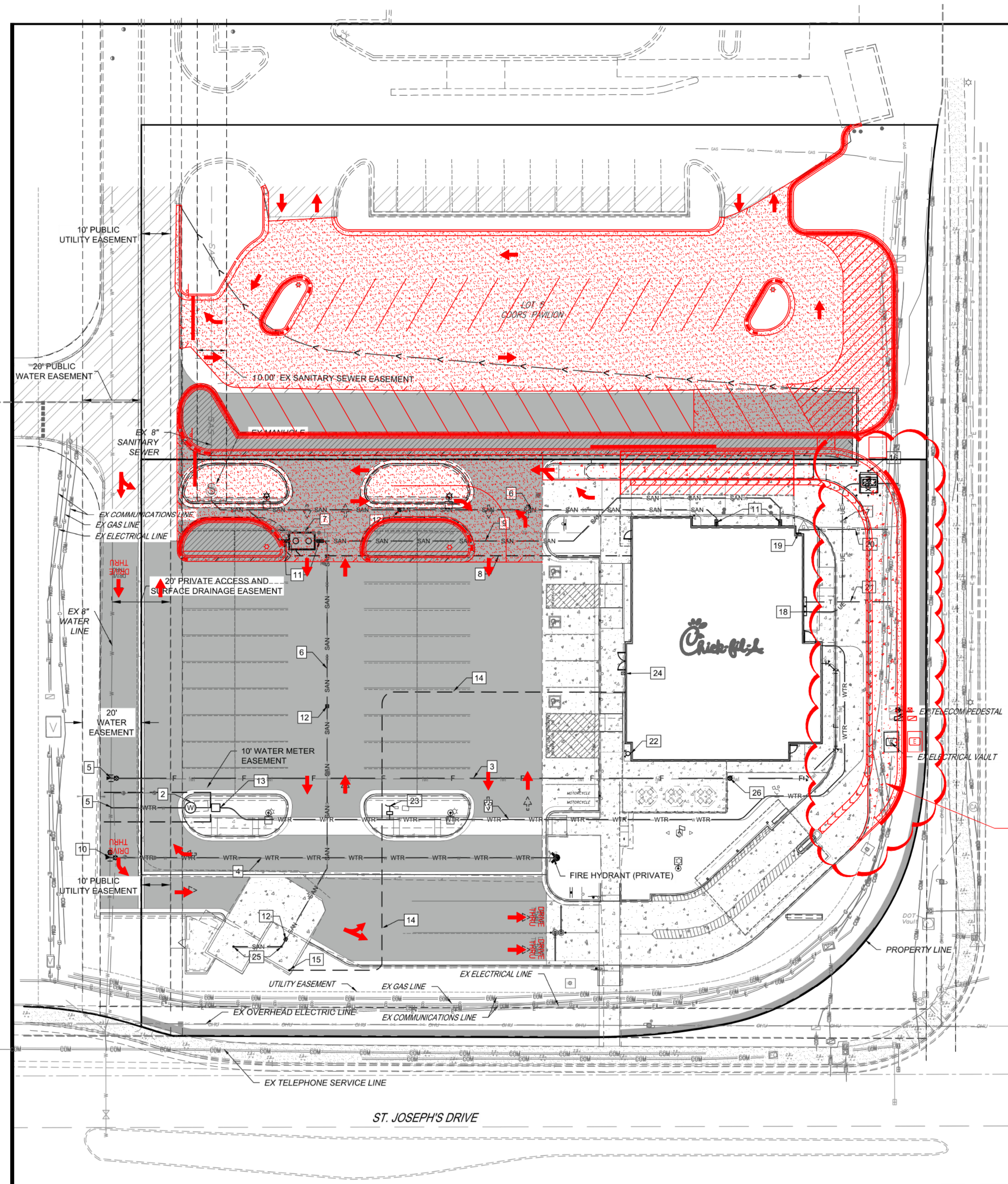
SHEET TITLE
SITE PLAN

DWG EDITION ---

Job No. : 65119594
Store : 04107
Date : 8/1/19
Drawn By : LV
Checked By : KW

Sheet
1





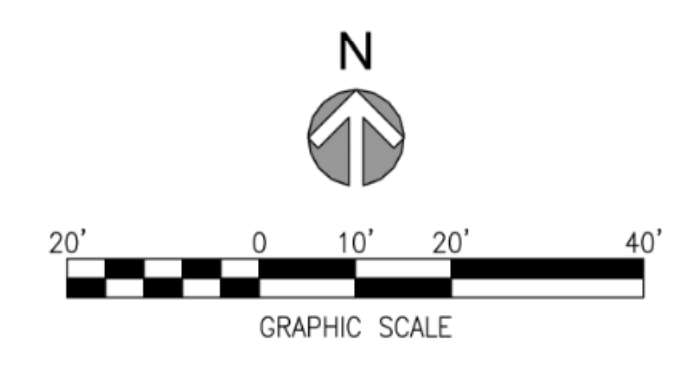
PLUMBING SITE PLAN DESIGN NOTES & KEY PLAN

- 1 2" TYPE K COPPER DOMESTIC WATER SERVICE (PRIVATE)
- 2 2" WATER METER (PRIVATE)
- 3 4" D.I.P. FIRE LINE (PRIVATE)
- 4 6" D.I.P. FIRE SERVICE (PUBLIC)
- 5 CONNECT TO EXISTING WATER MAIN
- 6 4" PVC WASTEWATER SERVICE LINE (PRIVATE)
- 7 GREASE INTERCEPTOR (PRIVATE)
- 8 3" VENT LINE (PRIVATE)
- 9 4" PVC KITCHEN WASTE LINE (PRIVATE)
- 10 6" FIRE SERVICE CONNECTION (PUBLIC)
- 11 4" TWO-WAY CLEANOUT (TRAFFIC RATED) (PRIVATE)
- 12 4" ONE-WAY CLEANOUT (TRAFFIC RATED) (PRIVATE)
- 13 2" REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY (RPBA)
- 14 3/4" TYPE K COPPER WATER SERVICE TO YARD HYDRANT (PRIVATE)
- 15 3/4" YARD HYDRANT (PRIVATE)
- 16 ELECTRIC TRANSFORMER
- 17 ELECTRIC SERVICE LINE
- 18 ELECTRIC METER AND DISTRIBUTION PANEL
- 19 GAS METER
- 20 GAS SERVICE LINE
- 21 TELEPHONE SERVICE LINE
- 22 FIRE DEPARTMENT CONNECTION
- 23 CONNECT TO IRRIGATION SYSTEM
- 24 KNOX BOX
- 25 TRASH ENCLOSURE AREA DRAIN, CONNECT TO PROPOSED SANITARY SEWER LINE.
- 26 POST INDICATOR VALVE

LEGEND:

- PROPERTY LINE
- WATER METER
- IRRIGATION METER
- GREASE TRAP
- SINGLE CLEANOUT
- TWO-WAY CLEANOUT
- TRANSFORMER
- STORM INLET
- STORM MANHOLE
- LIGHT POLE
- PROPOSED TRAFFIC SIGN
- PAVEMENT STRIPING
- PARKING STALL COUNT
- F — FIRE LINE
- WTR — WATER LINE
- SAN — SANITARY SEWER
- G — GAS SERVICE
- E — ELECTRIC SERVICE
- T — TELEPHONE SERVICE
- STORM SEWER
- 5555 — PROPOSED MAJOR CONTOUR
- 5555 — PROPOSED MINOR CONTOUR
- EX STORM MANHOLE
- EX SANITARY MANHOLE
- EX STORM INLET
- EX LIGHT POLE
- EX UNDERGROUND ELECTRIC
- EX GAS SERVICE
- W — EX WATER LINE
- SD — EX STORM SEWER
- SS — EX SANITARY SEWER
- UT — EX TELEPHONE SERVICE
- EX GUARDRAIL
- EX FIRE HYDRANT
- EX TRAFFIC SIGN
- 5555 — EX MAJOR CONTOUR
- 5555 — EX MINOR CONTOUR
- EX TREE
- EX IRRIGATION VALVE
- EX WATER VALVE
- EX TELEPHONE BOX
- EX ELECTRIC BOX
- RWY — EX RECLAIMED WATER MAIN
- EX STORM SEWER

EXISTING UNDERGROUND UTILITIES



5200 Buffington Rd.
Atlanta, Georgia
30349-2998

Revisions:

Mark	Date	By
△		
△		
△		

Seal

5970 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-751-0741

STORE
CHICK-FIL-A
FSU #04107
COORS BLVD.
4001 COORS BLVD NW
ALBUQUERQUE, NM
87120

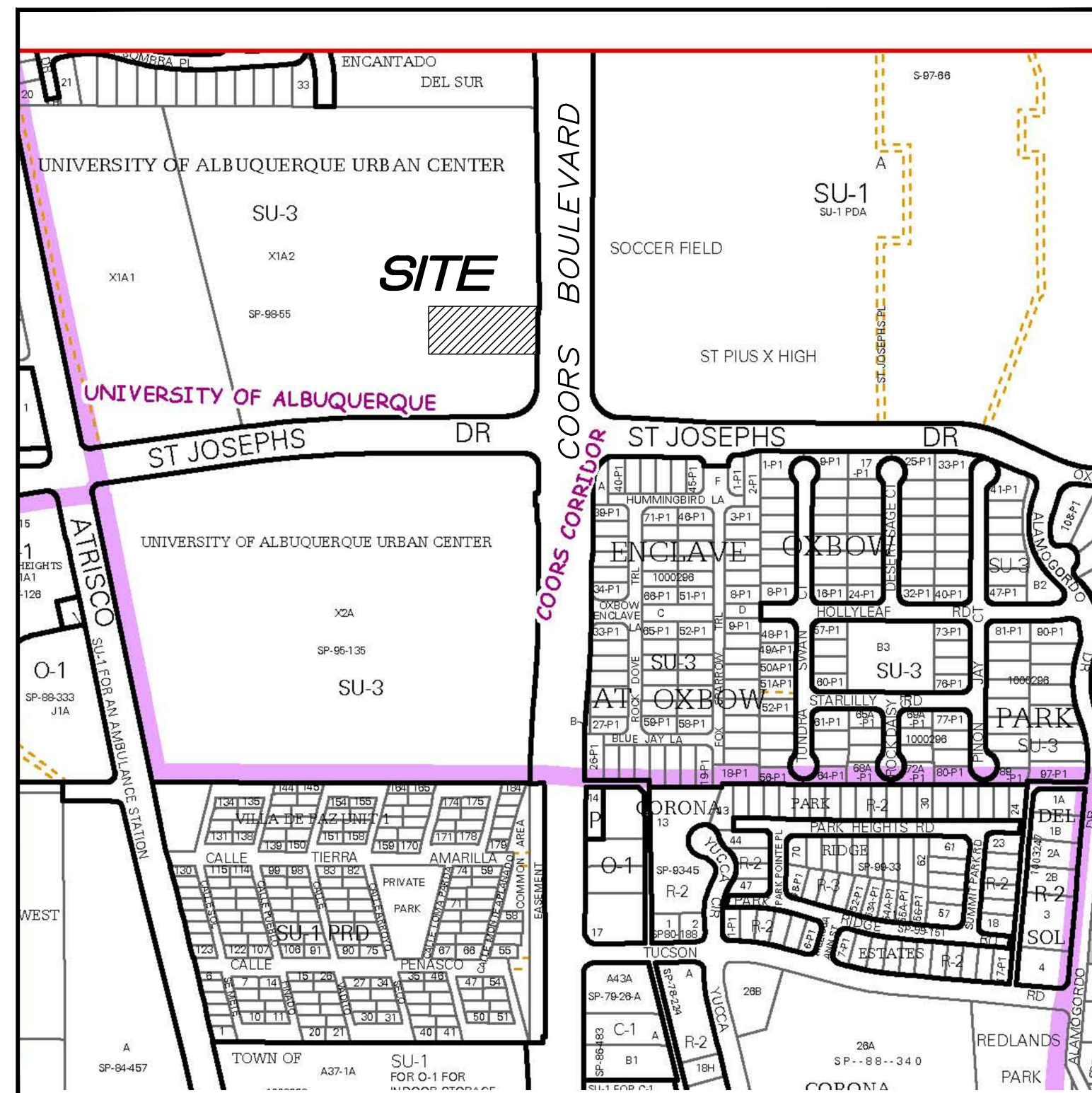
SHEET TITLE
UTILITY PLAN
DWG EDITION ---

Job No. : 65119594
Store : 04107
Date : 8/1/19
Drawn By : LV
Checked By : KW

Sheet
4

CALL NMOC
TWO WORKING DAYS
BEFORE YOU DIG
NM811
OR
1-888-NM-GAS-CO
NMOCALL.ORG

AL.T.A. / N.S.P.S. LAND TITLE SURVEY OF
LOT 5
COORS PAVILION
 WITHIN
 THE TOWN OF ALBUQUERQUE GRANT
 IN
 PROJECTED SECTION 2, TOWNSHIP 10 NORTH, RANGE 2 EAST
 NEW MEXICO PRINCIPAL MERIDIAN
 CITY OF ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO
 FEBRUARY, 2022



VICINITY MAP
 Not To Scale

UTILITY DISCLAIMER

SOURCE INFORMATION FROM PLANS AND MARKINGS HAVE BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

THERE MAY BE PRIVATE UNDERGROUND UTILITY LINES NOT WITHIN DOCUMENTED EASEMENTS THAT WERE NOT MARKED OUT BY UTILITY LINE-SPOTTING COMPANIES NOTIFIED BY NM811 THIS PROJECT WAS CALLED IN TO NM811 AS A "DESIGN LOCATE". SOME UTILITY LINE-SPOTTING COMPANIES NOTIFIED BY NM811 CONSIDER "DESIGN LOCATE" CALLS AS LOW PRIORITY AND IN SOME CASES DELAY RESPONSE, PARTIALLY COMPLETE OR NOT RESPOND AT ALL.

THE RETAINING OF A PRIVATE UTILITY LINE-SPOTTING COMPANY MAY BE NECESSARY FOR COMPLETE UTILITY LINE-SPOTTING OF A SUBJECT PROPERTY.

PAINT MARKS AND FLAGGING SET ON THE GROUND BY UTILITY COMPANIES AND OTHERS ARE USED TO DESIGNATE UNDERGROUND UTILITIES AS SHOWN HEREON: RED FOR ELECTRIC, BLUE FOR WATER, YELLOW FOR GAS, ORANGE FOR COMMUNICATIONS, GREEN FOR SEWER.

ANY PIPE SIZES OR MATERIAL TYPES SHOWN HEREON WERE DERIVED FROM ASBUILT PLANS AS PROVIDED BY THE VARIOUS UTILITY COMPANIES. SURV-TEK, INC. MAKES NO REPRESENTATION THAT SAID INFORMATION IS CURRENT OR CORRECT.

ARCHITECT, ENGINEER, AND CONTRACTOR WILL BE RESPONSIBLE FOR VERIFICATION OF SAID INFORMATION DURING THEIR DESIGN PROCESS.

QUALIFIED SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES MAY BE REQUIRED FOR OBTAINING INACCESSIBLE UTILITY DATA AND MUNICIPAL AUTHORIZATION AND PERMITTING FOR TRAFFIC BLOCKADING AND BARRICADE PLANS.

UTILITIES LABELED WITH AN ASTERISK (*) ARE DERIVED OR TRANSCRIBED FROM PROVIDED PLANS AND MUST BE VERIFIED BY THE APPROPRIATE UTILITY.

UTILITIES LABELED WITH AN POUND SIGN (#) ARE ASSUMED UTILITY LOCATIONS AND MUST BE VERIFIED BY THE APPROPRIATE UTILITY.

NOTE: UNOPENED MANHOLES ARE LABELED ACCORDING TO THE DESIGNATION ON THE MANHOLE TOP. MANHOLES LABELED SANITARY OR STORM DRAIN MAY NOT BE SO. ONLY UPON OPENING OF A MANHOLE CAN ITS TRUE PURPOSE BE DETERMINED.

GENERAL NOTES

- Bearings are grid based on New Mexico State Plane Coordinate System, Central Zone (NAD 83).
- Distances are ground. (U.S. Survey Foot)
- Distances along curved lines are arc lengths.
- Record Plat or Deed bearings and distances, where they differ from those established by this field survey, are shown in parentheses ().
- All corners found in place and held were tagged with a brass disk stamped "P.S. 8911" unless otherwise indicated hereon.
- All corners that were set are either a 5/8" rebar with aluminum cap stamped "P.S. 8911" or a concrete nail with brass disk stamped "P.S. 8911" unless otherwise indicated hereon.
- Field surveys were performed during the month of January, 2022.
- This property is subject to all exceptions pertaining to this property as listed in the Title Commitment prepared for this property by Fidelity National Title Insurance Company, Commitment SPO00123119, Commitment Date: November 9, 2021.
- The above described Title Commitment was used in defining easements as shown hereon. Numbers in circles in the easements description correspond to the Title Commitments SCHEDULE B, PART II, item number. Where possible, said easements have been plotted. Only easements as provided for in said SCHEDULE B, SECTION II section of the Commitment described above are shown on this survey.
- The word Certify or Certification as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information and belief, as such, and does not constitute a guarantee, nor a warranty, expressed or implied.
- There were 12 marked parking spaces within the subject property observed in the process of conducting the field work.
- There was no observed evidence of recent earth moving work, building construction, or building additions within the subject property observed in the process of conducting the field work.
- There are no apparent changes in street right of ways. There was no evidence of recent sidewalk construction or repairs adjacent to the subject property observed in the process of conducting the field work.
- The nearest intersecting streets are Louisiana Boulevard NE and San Antonio Drive NE, 530'± directly south of the southeast corner of the site.

EXCEPTIONS

As listed in the Title Commitment prepared for this property by First American Title Insurance Company, Commitment SPO00123119, Commitment Date: November 9, 2021.

- Power Lines as per Agreement between Fred A. White and Public Service Company of New Mexico under Letter dated June 22, 1954. (Offsite Does Not Affect Subject Property)
- Grant of Easement for Municipal Water Lines granted to the City of Albuquerque, New Mexico, a municipal corporation by instrument recorded in Book Misc. 468, page 165 as Document No. 7615317, records of Bernalillo County, New Mexico. (Offsite Does Not Affect Subject Property)
- Easements and Notes as shown, noted and provided for on the plot in Plat Book C35, page 29, and in Plat Book 2017C, page 42, records of Bernalillo County, New Mexico.
- Easements, Notice of Subdivision Plat Conditions and Notes as shown, noted and provided for on the
- Declaration of Easements, Covenants and Conditions recorded December 13, 2016 as Document No. 2016116329, and First Amendment to Declaration of Easements, Covenants and Conditions recorded September 25, 2019 as Document No. 2019081522, records of Bernalillo County, New Mexico.
- Declaration of Temporary Storm Water Drainage Easement recorded January 19, 2017 as Document No. 2017005194, records of Bernalillo County, New Mexico.
- Unrecorded Lease by and between Red Shamrock Investments, LLC, a New Mexico limited liability company; Red Shamrock 10, LLC, a New Mexico limited liability company and Retail Equity Development 6, LLC, a New Mexico limited liability company, as Landlord, and Starbucks Corporation, a Washington corporation, as Tenant, as evidenced by that certain Memorandum of Lease recorded April 7, 2017 as Document No. 2017033172 and April 12, 2017 as Document No. 2017034619, records of Bernalillo County, New Mexico. (Offsite Does Not Affect Subject Property)
- Declaration of Public Utility Easement recorded as Document 2018090929, records of Bernalillo County, New Mexico. (Offsite Does Not Affect Subject Property)
- Declaration of Access, Parking and Improvements Maintenance Agreement recorded February 9, 2018 as Document No. 2018012382, records of Bernalillo County, New Mexico. (Affects Subject Property)
- Construction Reimbursement Agreement recorded as Document No. 2019081525, records of Bernalillo County, New Mexico. (Offsite Does Not Affect Subject Property)
- Exclusive Use Restriction Lot 5, Lot 8 and Lot 9 of Coors Pavilion Shopping Center, dated December 4, 2020, by Red Shamrock 4, LLC, a New Mexico limited liability company, filed December 7, 2020, as Document No. 2020123256, records of Bernalillo County, New Mexico. (Affects Subject Property)
- Vacation of Existing Ten Foot (10') Private Sanitary Sewer Easement dated March 1, 2021, filed March 23, 2021, as Document No. 2021034014, records of Bernalillo County, New Mexico. (Does Not Affect Subject Property)
- Permanent Easement to the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, filed March 23, 2021, as Document No. 2021034015, records of Bernalillo County, New Mexico.

LEGAL DESCRIPTION

Lot numbered Five (5), of COORS PAVILION, within the Town of Albuquerque Grant in projected Section 2, Township 10 North, Range 2 East, New Mexico Principal Meridian, 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 April 11, 2017 in Map Book 2017C, folio 42.

TOGETHER WITH all rights of ingress, egress and parking as set forth in that certain Declaration of Easements, Covenants and Conditions recorded December 13, 2016 as document number 2016116329, and First Amendment to Declaration of Easements, Covenants and Conditions recorded September 25, 2019 as document number 2019081522, records of Bernalillo County, New Mexico, subject to the terms and conditions therein.

FLOOD ZONE DETERMINATION

The subject property lies with "Zone X" (Areas determined to be outside the 0.2% annual chance floodplain) as shown on the National Flood Insurance Program Flood Insurance Rate Map Number 35001C0114 H, Map Dated 08/16/2012.

SURVEYORS CERTIFICATION

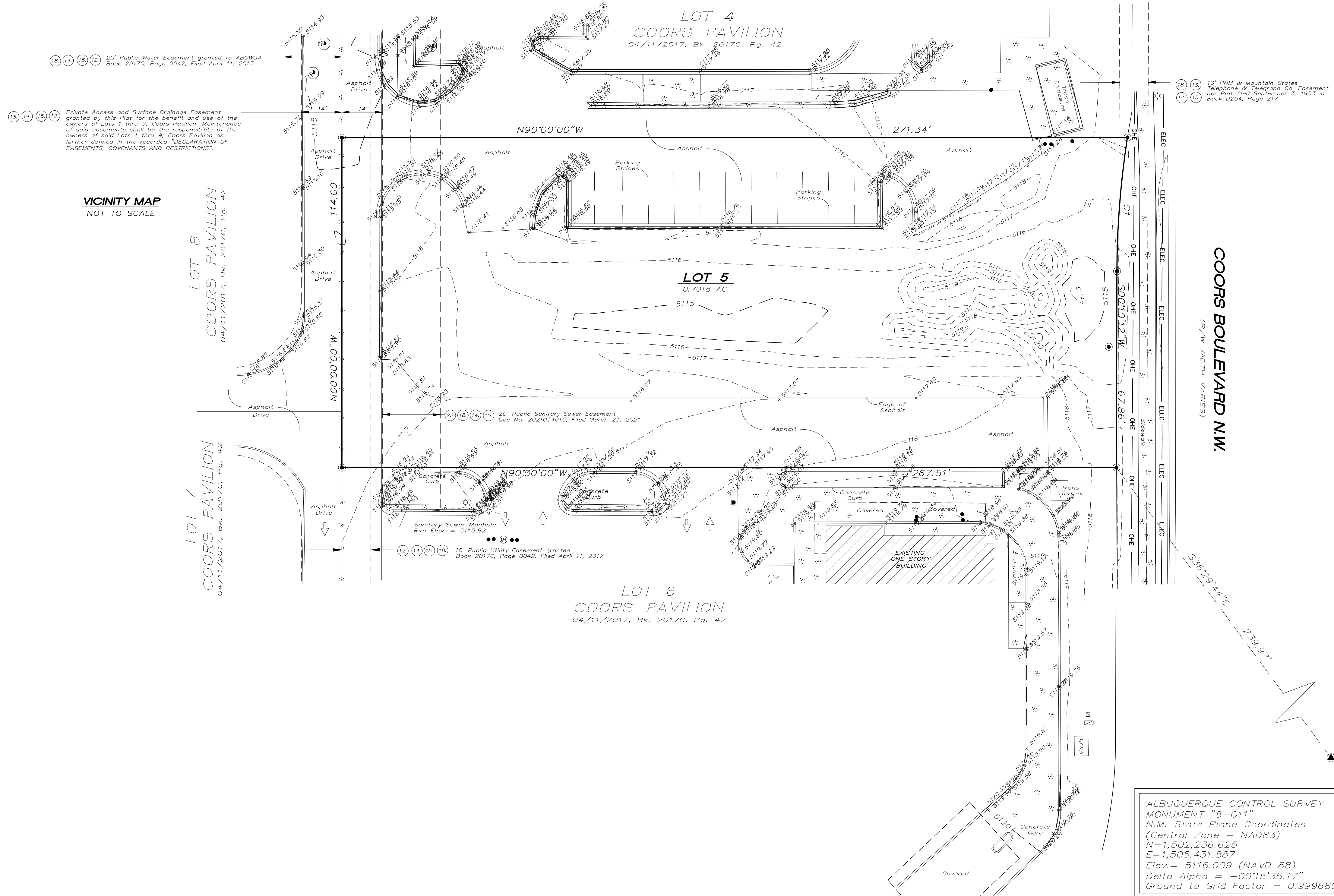
To: Chick-fil-A, Inc., a Georgia corporation; Red Shamrock 4, a New Mexico limited liability company; and First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/N.S.P.S. Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a)(b), 7(a)(b)(c), 8, 9, 10, 17, 14, 16, 17, 18, and 19 of Table A thereof.

David Vigil
 NMPS No. 8911
 2/17/2022



A.L.T.A. / N.S.P.S. LAND TITLE SURVEY OF
LOT 5
COORS PAVILION
 WITHIN
 THE TOWN OF ALBUQUERQUE GRANT
 IN
 PROJECTED SECTION 2, TOWNSHIP 10 NORTH, RANGE 2 EAST
 NEW MEXICO PRINCIPAL MERIDIAN
 CITY OF ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO
 FEBRAURY, 2022



(18) (14) (13) (12) 20' Public Water Easement granted to ABCWUA Book 2017C, Page 0042, Filed April 11, 2017

(16) (14) (13) (12) Private Access and Surface Drainage Easement granted by this Plat for the benefit and use of the owners of Lots 1 thru 9, Coors Pavilion. Maintenance of said easements shall be the responsibility of the owners of said Lots 1 thru 9, Coors Pavilion as further defined in the recorded "DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS".

(14) (13) 10' PNM & Mountain States Telephone & Telegraph Co. Easement per Plat filed September 3, 1953 in Book D254, Page 217

(22) (18) (14) (13) 20' Public Sanitary Sewer Easement Doc. No. 2021034015, Filed March 23, 2021

(12) (14) (13) 10' Public Utility Easement granted Book 2017C, Page 0042, Filed April 11, 2017

VICINITY MAP
 NOT TO SCALE

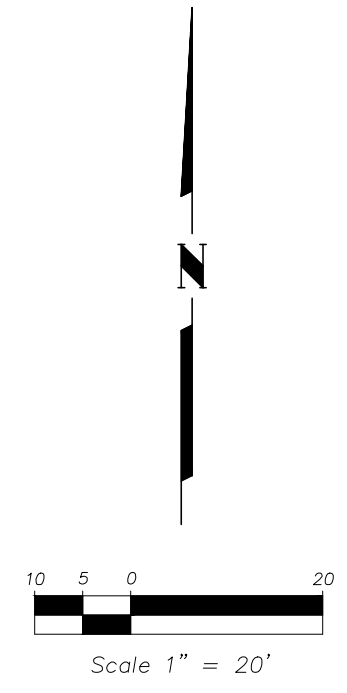
LEGEND

- Property Corner
- ⊙ Sanitary Sewer Manhole
- ⊙ Light Pole
- Sanitary Sewer Clean-out
- ⊙ Flagpole
- ⊙ Water Main Indicator Post
- ⊙ Hydrant
- Water Valve
- ⊙ Irrigation Box
- ⊙ Telephone Pedestal
- ⊙ Traffic Signal Box
- ⊙ Handicap Parking Space
- ⊙ Direction Arrow
- ⊙ Grease Trap Manhole
- ⊙ Concrete Symbol
- ⊙ Gas Meter
- ⊙ Electric Pedestal
- Power Pole
- Guy Wire
- ⊙ Overhead Traffic Light Pole
- GAS — Gas Line
- SAS — Sanitary Sewer Line
- UGE — Underground Electric
- OHE — Overhead Electric
- ⊙ Sign

ALBUQUERQUE CONTROL SURVEY
 MONUMENT "B-G11"
 N.M. State Plane Coordinates
 (Central Zone - NAD83)
 N=1,502,236.625
 E=1,505,431.857
 Elev.= 5116.009 (NAVD 88)
 Delta Alpha = -00'15"35.17"
 Ground to Grid Factor = 0.999680082

Curve Table

CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C1	46.33	307.00	23.21	46.29	S4° 29' 36"W	8°38'47"



210598

ORT 1604663 RJW

DECLARATION OF EASEMENTS, COVENANTS & RESTRICTIONS

**“COORS PAVILION”
Albuquerque, New Mexico (Bernalillo County)
Coors Blvd & St. Joseph’s**

THIS DECLARATION OF EASEMENTS, COVENANTS and RESTRICTIONS (hereinafter, this “**Declaration**”) is made as of the ___ day of December, 2016 (“**Effective Date**”), by **RED SHAMROCK INVESTMENTS, LLC**, a New Mexico limited liability company; **RED SHAMROCK 10, LLC**, a New Mexico limited liability company; and **RETAIL EQUITY DEVELOPMENT 6, LLC**, a New Mexico limited liability company (collectively hereinafter “**Declarant**”).

RECITALS

- A. WHEREAS, Declarant is the owner in fee simple of that certain real property containing a total of approximately 21 acres, more or less, situated in the City of Albuquerque, in Bernalillo County, New Mexico and more particularly described on Exhibit A hereto (referred to hereinafter collectively as the “**Shopping Center**”), which Shopping Center is currently evidenced by the Existing Plat (as hereinafter defined); and
- B. WHEREAS, after the Effective Date of this Declaration, the Declarant desires to perform a subdivision platting action with respect to the Shopping Center to create a development to be entitled “**Coors Pavilion**” comprised of nine (9) separately platted parcels (each such Lot hereinafter may be referred to as a “**Lot**” or “**Lot 1**” through “**Lot 9**” respectively) and a copy of the “**Proposed Plat**” that Declarant intends to obtain approval for and record is attached hereto as Exhibit B (which Proposed Plat may change after the Effective Date hereof in order to obtain final approval thereof); and
- C. WHEREAS, the Declarant desires for Lot 1 to contain approximately 1.06 acres, more or less; Lot 2 to contain approximately 0.77 acres, more or less; Lot 3 to contain approximately 0.94 acres, more or less; Lot 4 to contain 1.12 acres, more or less; Lot 5, to contain approximately 0.707 acres, more or less; Lot 6, to contain approximately 1.108 acres, more or less; Lot 7, to contain approximately 1.35 acres, more or less; Lot 8, to contain approximately 7.17 acres more or less; and Lot 9, to contain approximately 7.01 acres, more or less; as shown on the draft site plan attached hereto as Exhibit C (hereinafter the “**Proposed Site Plan**”). It is understood that Declarant may change these proposed acreages and the Proposed Site Plan during the platting application to the City of Albuquerque and prior to recordation of the final plat; and
- D. WHEREAS, the Declarant desires to establish and impose certain restrictions, conditions, covenants and easements upon the Shopping Center pursuant to the recordation of this Declaration.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Declarant covenants as follows

TERMS

I. INCORPORATION. RECITALS A through D, and Exhibits A through F-2 attached hereto, are incorporated herein and made a part hereof.

II. DEFINITIONS. The following terms shall have the meanings specified below.

A. Access Driveway. The term "**Access Driveway**" shall mean the private vehicular access driveways as depicted and shown on the Proposed Site Plan attached as Exhibit C to this Declaration.

B. Access Improvements. The term "**Access Improvements**" shall mean the private roadway improvements, including any necessary public and private utilities to be constructed within and for the Access Driveway, as approved by the City (as hereinafter defined) and/or the County (as hereinafter defined), as applicable, in conjunction with the approval of the Proposed Plat, Proposed Site Plan, and Grading, Drainage and Utility Plans, as applicable.

C. County and City. The term "**County**" shall mean Bernalillo County, New Mexico. The term "**City**" shall mean the City of Albuquerque, a municipal corporation of the State of New Mexico.

D. Storm Water Pond. The term "**Storm Water Pond**" shall mean the shared water detention and/or retention area as proposed within Lot 9 as depicted and shown on the Proposed Site Plan. Provided however, in the event that the Declarant and the City of Albuquerque cooperate in the installation of a storm water pipe to be located across the west boundary of the Declarant Property then the Storm Water Pond may be rescinded and not constructed.

E. Grading, Drainage and Utility Plans. "**Grading, Drainage and Utility Plans**" shall mean the subdivision grading, drainage, and utility plans attached hereto as Exhibit D as same may be amended and as approved by the City, County and/or other governmental authority or agency as may be necessary to comply with applicable Governmental Requirements (including, without limitation, in conjunction with the approval of the Proposed Plat). The "**Grading, Drainage and Utility Improvements**" shall mean those Improvements (as hereinafter defined) constructed and installed in accordance with the Grading, Drainage and Utility Plans.

F. Governmental Requirements. "**Governmental Requirements**" shall mean all applicable laws, rules, regulations, codes, and ordinances, and all directives and orders of any governmental agency with jurisdiction over the Declarant Property (including the City and the County), as amended.

G. Common Use Area. The term "**Common Use Area**" means all those portions of the Development which shall be designated and improved for common use, including, without limitation: (i) the Access Driveway, (ii) the Access Improvements, (iii) the Monument Sign(s) (as hereinafter defined), (iv) the Storm Water Pond (or in the alternative, the City of Albuquerque storm water pipe proposed along the west boundary of the Declarant Property), and (v) the parking areas, sidewalks, landscaped areas and drive lanes, as the same exist or may exist,

from time to time, on each Lot.

H. Owner. The term “**Owner**”, “**Owners**” or “**Lot Owner**” means the one or more Persons who or which own fee simple title to any of the Lots, and their respective assigns, grantees and successors in interest provided, however, so long as an entire Lot is leased to a single Occupant, such Occupant may, at the request of such Occupant or if designated as such by the Owner of such Lot, be appointed the entity to act as the Owner of such Lot and shall be responsible for the performance of the obligations, duties and payments that the Owner of said Lot would otherwise have hereunder. If two or more Persons are Owners as co-tenants of a single Lot, they shall be considered to constitute a single “Owner”.

I. Improvements. The term “**Improvements**” shall include, without limitation, Buildings (as defined hereinbelow), roads, driveways, curb cuts, parking areas, fences, retaining walls, signs, utility or communication installations (whether above or underground), and any structure and excavation of any type or kind.

J. Lot. The term “**Lot**” and “**Lots**” shall mean the singular and plural, as applicable, of either Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8 or Lot 9.

K. Existing Plat. The term “**Existing Plat**” means that certain plat identified in Exhibit A.

L. Proportionate Share. “**Proportionate Share(s)**” means each Owner’s proportionate share(s) of the Shopping Center with the numerator being the area of the Owner’s Lot(s) and the denominator being the area of the Shopping Center.

M. Development. The term “**Development**” shall mean the development consisting of or to consist of Lot 1 through Lot 9 and the Improvements constructed or to be constructed thereon.

N. Monument Sign. See Article V(A) below.

O. Building. The term “**Building**” shall mean any enclosed structure placed, constructed or located within the Development, which for the purpose of this Declaration shall include any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions.

P. Occupant. The term “**Occupant**” shall mean any Person from time to time entitled to the use and occupancy of any portion of the Shopping Center under an ownership right or any lease, sublease, license, concession or other similar agreement.

Q. Person. The term “**Person**” shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or government entity.

III. PARCEL SUBDIVISION OR RECONFIGURATION AND IMPROVEMENTS;
MODIFICATION OF SITE PLAN.

Each Owner shall have the right to subdivide, reconfigure, and improve its Lot (including the Common Use Area), provided that: (i) the Access Improvements, and vehicular traffic flow are not adversely and materially affected in any manner; (ii) all Governmental Requirements with respect to parking are met on each Lot for that Owner's property; (iii) all other Governmental Requirements are complied with by the Owner; and (iv) the subdivision, reconfiguration, or Improvements (including but not limited to the height, size, location and use of Buildings) do not conflict with or violate any provision of this Declaration.

IV. USE OF PROPERTY and RESTRICTIONS ON USE OF PROPERTY.

A. Restrictions on Use of Property. The following uses shall not be permitted within the Development:

- (1) Any shooting range for guns and rifles.
- (2) Any sporting event auditorium;
- (3) An operation primarily used for an asphalt batching plant, bottling plant, foundry plant, ice plant, gravel removal activities, stone processing facilities, animal raising, poultry or rabbit live storage, killing or dressing, for the auction of livestock, concrete or cement products manufacturing, or sheet metal working;
- (4) Any mobile home park, trailer court, labor camp, junkyard, automotive dismantling yard or stockyard; provided, however, this prohibition shall not be applicable to the commercially reasonable and temporary use of construction trailers during periods of construction, reconstruction or maintenance;
- (5) Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building located on the Property;
- (6) Any adult type book or video store or other establishment selling, displaying or exhibiting pornographic materials, nude or lewd acts, or providing adult type entertainment; provided, however, that this provision does not apply to traditional booksellers, such as Barnes & Noble, for example;
- (7) Any tattoo or body piercing parlor;
- (8) A flea market;
- (9) Any establishment selling or exhibiting drug related paraphernalia or which exhibits either live or by other means to any degree, nude dancers or wait staff;

B. Exclusive Uses. For so long as the tenants (or their successors, assigns or any subtenants thereof) set forth in Exhibit F are occupants or Owner of any Lot within the Shopping Center, no Owner (nor any occupant or licensee thereof) of any other Lot (or portion thereof) within the Shopping Center shall operate (or otherwise allow to operate) in the Shopping Center nor enter into any lease, license agreement or other similar agreement nor permit any premises in the Shopping Center (other than the subject Lot) nor otherwise transfer or allow a possessory interest in any Lot within the Shopping Center (or portion thereof) to be used for the respective exclusive uses set forth in Exhibit F.

V. MONUMENT SIGNS and BUILDING SIGNAGE. All signage at the Property shall be in accordance with all applicable Governmental Requirements.

A. Monument Sign. Declarant shall construct and erect one (1) multi-tenant monument sign at a location within Lot 6 as shown on the Proposed Site Plan (“**Monument Sign**”). If the City of Albuquerque approves and/or allows the Declarant to construct an additional multi-tenant monument sign on Lot 4 and Lot 7 then the Declarant shall construct and erect one (1) additional multi-tenant monument sign at a location within Lot 4 and Lot 7 (collectively “**Two Additional Monument Signs**”).

B. Monument Sign Maintenance. The Monument Sign (and “Two Additional Monument Signs” if approved and/or allowed by the City) shall be maintained as set forth in Paragraph X(A)(2) below. The Owner of Lot 6 (and Lot 4 and Lot 7, if approved by City) hereby grants to the Owners and Occupants of the other Lots within the Shopping Center, and their respective employees, agents, representatives, contractors, licensees, invitees, successors and assigns, for the benefit of such Lots, respectively, a perpetual, non-exclusive and continuous easement on, over and across that portion of Lot 6 (and Lot 4 and Lot 7, if approved by the City) to install and maintain the respective sign panels attributable to the other Lots within the Shopping Center on the Monument Sign (and “Two Additional Monument Signs” if approved by the City) as provided in this Declaration (the “**Sign Easement**”). This Sign Easement is granted and may be used for the purposes of ingress to and egress from Lot 6 (and Lot 4 and Lot 7, if approved by the City) to the extent necessary to install, maintain, repair and/or replace the respective sign panels attributable to Each Lot within the Shopping Center.

C. Building Signage. Each Owner or Occupant shall be allowed to construct building signage in a first class manner and condition customary for comparable developments in the City and the greater Albuquerque, New Mexico area, provided that such signage shall comply with the Governmental Restrictions from the City and County.

VI. ACCESS DRIVEWAY

A. Access Driveway. The Access Driveway shall, pursuant to the easement set forth in Subparagraph C below, be used primarily for vehicular access, circulation, pedestrian traffic and the comfort and convenience of the Owners and their Occupants, customers, invitees, licensees, concessionaires and agents, and for service to and supply of the businesses operating on the Shopping Center. No barricade or other structure may be placed, erected or constructed within the Access Driveway except as shown on the Proposed Site Plan or as otherwise unanimously

approved in writing by the Owners or as may be required in order to comply with any applicable Governmental Requirements. Except as may be reasonably necessary in connection with the construction of the Improvements located or to be located on the Lots, from time to time, no barricade or other structure may be placed, erected or constructed within the drives located on any Lot, except as shown on the Proposed Site Plan or as otherwise unanimously approved in writing by the Owners or as may be required in order to comply with any applicable Governmental Requirements. Notwithstanding the foregoing, no barricade or other structure placed in the Access Driveway during construction on a Lot (or the Lots) may unreasonably interfere with the other Owner's construction and operation of its business on its Lot, as applicable.

B. Construction of Access Improvements and Other Improvements. Declarant shall, at its sole cost and expense, design and construct the Access Improvements and Storm Water Pond shown on the Proposed Site Plan, which Access Improvements and Storm Water Pond shall be constructed in compliance with all applicable Governmental Requirements. Provided however, in the event that the Declarant and the City of Albuquerque cooperate in the installation of a storm water pipe upon the west boundary of the Declarant Property then the Declarant shall NOT construct the Storm Water Pond. The Declarant shall, at its sole cost and expense, construct (or, if responsibility for construction has been allocated to a particular Occupant or Tenant under the terms of the lease between Declarant and such Occupant or Tenant, cause the applicable Occupant or Tenant to construct) the Buildings, drives, curbing, curb cuts, sidewalks, parking lots and other Improvements to be located on their respective Lots and as shown on the Proposed Site Plan in compliance with all applicable Governmental Requirements, and as set forth in their respective leases. It is understood by the Declarant (and each successive Owner of any Lot) that the Proposed Site Plan is only an educated guess as to how the Buildings may be constructed upon the Declarant Property and is subject to change as the project further develops and based upon review from the City of Albuquerque.

C. Grant of Ingress and Egress Easement - Access Driveway. Declarant (and each successive Owner of any Lot) does hereby declare, for the benefit of the other Owners and its Occupants, assigns, employees, agents, customers, guests, contractors, concessionaires, representatives, licensees and invitees, a perpetual non-exclusive and reciprocal easement and right-of-way for pedestrian and vehicular access, ingress and egress on, across and over the Access Driveway and Access Improvements, as same exist, or may exist, from time to time on any such Lot. Each Owner agrees not to obstruct or interfere with the free flow of pedestrian and vehicular traffic pursuant to the foregoing easements except for necessary and reasonable repair, maintenance, and improvement, and traffic regulation and control in compliance with Governmental Requirements and this Declaration. Each Owner agrees to maintain the Access Driveway and Access Improvements as it is located on its Lot.

D. Temporary Construction Easement. Declarant (and each successive Owner of any Lot), hereby grants, conveys and confirms unto the other Owners, and its employees, agents, contractors and licensees, a construction easement (the "**Construction Easement**") in, upon, under and across each Lot for (i) the construction of the Access Improvements pursuant to Paragraph VI(B) above, (ii) the construction of certain public and private utilities in the Shopping Center, (iii) the construction of the Grading, Drainage, and Utilities pursuant to Paragraph VIII(A) below, and (iv) any other related construction, grading, patching, and other work pursuant to this

Declaration. The Construction Easement shall automatically expire and be null and void upon the completion the work contemplated by the immediately preceding sentence. Prior to the use of any of the foregoing easements upon, under or across a Lot with completed Improvements, the benefited party shall notify the burdened Lot Owner and such parties shall meet and confer and develop a schedule reasonably acceptable to the burdened Lot Owner to minimize the interference to such Lot Owner's business operations as may be caused by such construction.

VII. PUBLIC AND PRIVATE UTILITIES. Declarant shall, at its sole cost and expense, construct (or, if responsibility for construction has been allocated to a particular Occupant under the terms of the lease between Declarant and such Occupant, cause the applicable Occupant to construct) the private and public utilities on their respective Lots in compliance with the Proposed Site Plan and Grading, Drainage and Utility Plans, as applicable, which Improvements shall be constructed in compliance with all Governmental Requirements and as set forth in their respective leases.

VIII. GRADING, DRAINAGE AND UTILITIES

A. Construction of Grading and Drainage. Declarant shall, at its sole cost and expense, construct (or, if responsibility for construction has been allocated to a particular Occupant under the terms of the lease between Declarant and such Occupant, cause the applicable Occupant to construct) the Grading, Drainage, and Utility Improvements on the respective Lots in compliance with the Grading, Drainage and Utility Plans, which Improvements shall be constructed in compliance with all Governmental Requirements and in accordance with their respective leases as the case may be.

B. Grant of Storm Drainage Easement. Declarant (and each successive Owner of any Lot) does hereby declare, for the benefit of the other Lot(s) in the Shopping Center and the Owner(s) of said Lot(s) and its or their respective successors in interest, Occupants, employees, agents, customers, licensees and invitees and for the benefit of the Lot(s) owned by each such grantee, a non-exclusive easement appurtenant to each Lot owned by each grantee for the transmission and flow of storm water drainage upon, over and across all Lots to reach the Storm Water Pond (or in the alternative, the City of Albuquerque storm water pipe proposed to be installed along the west boundary of the Declarant Property) in accordance with and as shown on the Grading, Drainage and Utility Plans (as may be amended) and/or on the Proposed Plat (as may be amended) (as applicable, the "**Drainage Easement**"). This may be referred to as the "**Drainage Easement**" or the "**Cross Lot Drainage Easement**". The Declarant acknowledges that the purpose of the Drainage Easement(s) is to effectuate the Grading, Drainage and Utility Plans. Upon the construction of Improvements on any Lot, the Drainage Easement shall automatically terminate and be released for that portion of such Lot upon which the Improvements are constructed, to the extent necessary due to such Improvements' displacement of drainage waters; provided, however, in order to effect such termination and release, the Owner of such Lot must procure an amendment to the approved Grading, Drainage and Utility Plans, if necessary, to accommodate the flow of drainage waters displaced by such building. The Owners agree to execute documents and take actions reasonably necessary to release such Owner's interest in the Drainage Easement so that neither easement interferes with the use of the Property, or any building or other Improvement constructed on or to be constructed on the Property.

C. Grading and Drainage. Each Owner (or, if responsibility has been allocated pursuant to the terms of a lease between Declarant and its Occupant, its respective Occupant) shall maintain its Lot, and any Improvements constructed thereon, including maintenance of the grade of the Lot and any permanent or temporary drainage Improvements constructed thereon in such a manner as to comply with the Grading, Drainage and Utility Plans (as may be amended). Each Owner shall indemnify and hold the other Owners (or respective Occupants) harmless from loss, claims, damages or liabilities resulting from the indemnifying Owner's (or applicable Occupant's) failure to maintain its Lot in conformity with the Grading, Drainage and Utility Plans (as may be amended); provided, however, in no event shall any Owner be liable for any loss, claim, damage, or liability resulting from the other Owner's gross negligence or willful misconduct.

IX. PARKING

A. Parking Requirements. Each Owner shall independently satisfy any applicable Governmental Requirements with respect to parking on such Owner's Lot. Prior to commencing construction of Improvements, each Lot Owner shall ensure that such Owner's construction and site plans provide its respective separately platted Lot sufficient parking spaces (including handicap) to accommodate the applicable Governmental Requirements for such Owner's intended use.

B. Grant of Private Non-Exclusive Cross Parking Easement. Declarant (and each successive Owner of any Lot) does hereby declare, for the benefit of the other Lot(s) in the Shopping Center and the Owner(s) of said Lot(s) and their respective successors in interest, Occupants, employees, agents, customers, licensees and invitees and for the benefit of the Lot(s) owned by each such grantee, a perpetual non-exclusive and reciprocal easement for parking on and over the parking areas, as the same exist or may exist, from time to time, on Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9. In accordance with Article X below, each Owner shall be responsible for (with no contribution from the adjacent Lot Owner, except as expressly set forth in this Declaration) (i) the cleaning, maintenance, snow removal and repair of the individual parking stalls or parking lot located on such Owner's Lot, and (ii) ensuring adequate parking lot lighting for the individual parking stalls or parking lot located on such Owner's Lot.

X. MAINTENANCE OF COMMON USE AREA.

A. Maintenance.

(1) Except as provided below with respect to the Monument Sign (and Additional Monument Signs, if approved by City) or as otherwise expressly provided in this Declaration, each Owner shall maintain and repair, at such Owner's sole cost and expense, such Owner's Lot, including the portions of the Common Use Area, located on such Owner's Lot(s).

(2) The Owner of the Lot upon which the Monument Sign (and Additional Monument Signs, if approved by City) is located (referred to herein as the "**Burdened Owner**") shall maintain and repair the Monument Sign and the Burdened Owner's Sign Panel in a timely manner and keep same in a first class manner and condition customary for comparable

developments in the City and the greater Albuquerque, New Mexico area; provided, however, the other Owners who have sign panels on a Monument Sign shall install, maintain and repair their respective sign panels in a timely manner (including lamp replacement) and keep same in a first class manner and condition customary for comparable developments in the City and the greater Albuquerque, New Mexico area (and such Owners and Occupants shall have an easement from the Burdened Owner to the extent reasonably necessary for such installation, maintenance and repair; provided, however, such Owner's installation, maintenance and repair of its sign panel shall not materially adversely affect the other sign panels on such Monument Sign (and Additional Monument Signs, if approved by City), the Monument Sign (and Additional Monument Signs, if approved by City) itself or the utilities serving such Monument Sign, or any ingress, egress, parking, or other rights granted to the Owners under this Declaration. No Owner shall perform (or cause to be performed) installation, work, maintenance or other repair with respect to its sign panel on a Monument Sign on another Owner's Lot until such Owner has (i) delivered written notice to the Owner of the Lot on which the Monument Sign (and Additional Monument Signs, if approved by City) is located (or the applicable Occupant of such Lot), of its intent to perform (or cause to be performed) such installation, work, maintenance or other repair, (ii) provided insurance evidence requested by and reasonably satisfactory to the Owner of the Lot on which the Monument Sign (and Additional Monument Signs, if approved by City) is located, in connection with such work, (iii) delivered to the Owner of the Lot on which the Monument Sign is located, plans and specifications approved by the applicable governmental authority, if applicable, as to such installation, maintenance, repair, reconstruction and/or replacement, and (iv) received the written approval of such anticipated work from the Owner of the Lot on which the Monument Sign is located. All maintenance, repair, reconstruction and/or replacement by any Owner shall be performed in a good and workmanlike, prompt and diligent manner and so as to minimize to the extent commercially reasonable any interference with the business operations of the Owner of the Lot on which the Monument Sign is located.

(a) A portion of the sums reasonably expended by the Burdened Owner for maintenance and repair of the Monument Sign (and Additional Monument Signs, if approved by City) on its Lot (i.e., all costs associated with the operation, maintenance, management, repair and replacement of the Monument Sign (except for the costs attributable to the supply, installation, repair, and maintenance and replacements of the Burdened Owner's sign panel) including, without limitation: (i) costs of any utilities consumed by the Monument Sign; (ii) taxes attributable to the Monument Sign; (iii) costs of repair to, and maintenance and replacements of, the Monument Sign; and (iv) costs of insurance premiums incurred for all insurance carried by the Burdened Owner, in its sole but reasonable discretion, in respect of the Monument Sign), shall be payable by the other Owners maintaining sign panels on such Monument Sign according to the relative area such Owner's sign panel occupies on such Monument Sign. Reimbursement of said costs to the Burdened Owner shall be paid by the other Owner(s) to the Burdened Owner annually within thirty (30) days after Burdened Owner has provided the other Owner(s) with reasonable evidence of the amounts incurred.

(b) If any Owner fails to maintain and repair its sign panel as required hereunder, the Burdened Owner may complete all or a portion of such work as is necessary for the Burdened Owner to maintain the Monument Sign (and Additional Monument Signs, if approved by City) as required in this Declaration. In such event, the Owner failing to

maintain and repair its sign panel shall pay to the Burdened Owner all sums expended by the Burdened Owner to complete such work, plus interest thereon at a rate per annum equal to the Default Rate (as hereinafter defined), from the date the Burdened Owner incurs such expense until repayment. Reimbursement of the Burdened Owner for the costs of such work shall be paid by the other Owner(s) to Burdened Owner within thirty (30) days after Burdened Owner has provided the other Owner(s) with reasonable evidence of the amounts incurred in connection with such work. Any Owner who fails to timely reimburse in accordance with the foregoing shall be a Defaulting Owner as defined herein, and the Burdened Owner shall be a Non-Defaulting Owner as defined herein, who shall be entitled to all rights of a Non-Defaulting Owner as set forth herein.

(c) The Burdened Owner shall be solely responsible for: (i) reasonably insuring (in coverage amounts and types to be determined by the Burdened Owner in its sole but reasonable discretion) the Monument Sign located on its Lot at its sole cost and expense; and (ii) the cost of all reasonably necessary repairs, maintenance and replacements to the Monument Sign located on its Lot or any Improvements located on its Lot attributable to the supply, installation, operation, maintenance, repair, or replacement of such Monument Sign. Any party performing or causing to be performed installation, maintenance, repair and/or replacement with respect to a sign panel on a Monument Sign (and Additional Monument Signs, if approved by City) must use a sign vendor designated in writing by Burdened Owner or otherwise approved by the Burdened Owner in writing. Each Owner who is not a Burdened Owner with respect to a particular Monument Sign hereby agrees to indemnify and hold harmless the Burdened Owner from any and all loss, costs and reasonable expenses (including reasonable attorney's fees) arising from the indemnifying Owner's (and/or its employees', agents', representatives', contractors', licensees' and invitees') use of the Sign Easement and its sign panel (including any liens of contractors, subcontractors, subsubcontractors, mechanics, laborers, and materialmen and all other items of like character incurred in connection therewith), excepting therefrom any damage caused by the gross negligence or willful acts of the Burdened Owner, its agents, Occupants and/or employees.

(3) Except as otherwise provided in this Declaration, each Owner shall be responsible for the maintenance and repair of the Common Use Area located on such Owner's Lot, and shall keep same at all times in a first class manner and condition customary for comparable developments in the City and the greater Albuquerque, New Mexico area. In the event improvements located within the Common Use Area of any Lot, including but not limited to the Access Driveway, Access Improvements, the Monument Sign, shared utility lines and parking areas, are destroyed or damaged, the Owner of such Lot shall promptly restore or replace such improvements to the condition prior to the date of such damage or destruction.

(4) Maintenance and repair shall include, but not be limited to the following:

(a) Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability (including without limitation repaving and restriping when reasonably necessary);

(b) Removing all papers, debris, filth, refuse, snow and ice 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 reasonably necessary and appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

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

(f) Maintaining and repairing any and all Common Use Area walls, Common Use Area storm drains, sewers and other service installations within the Common Use Area.

B. Emergency. Notwithstanding anything to the contrary, in the event that any circumstance shall occur which an Owner reasonably and in good faith believes: (i) is or may be threatening to the safety of person(s) or property; or (ii) requires repairs or alterations to assure the continued reasonable use of the Common Use Areas or to comply with any applicable legal or insurance requirements (as applicable, an “**Emergency**”), then the Owner shall take such action and cause such things to be done as the Owner reasonably and in good faith believes necessary (including the expenditure of funds whether approved or not by the other Owners). The Owner shall inform the other Owners of any Emergency as soon as practicable. If practicable, the Owner shall obtain the prior approval of the other Owners for any action in response to an Emergency. Reimbursement of the Owner taking action in an Emergency (in accordance with this subparagraph) for commercially reasonable costs incurred by such Owner in connection therewith shall be paid by the Owner of the Lot benefitting from said action within thirty (30) days after the Owner requesting reimbursement has provided the other Owner reasonable evidence of the amounts incurred in connection with such work. An Owner who fails to timely reimburse in accordance with the foregoing shall be a Defaulting Owner as defined below, and the Owner who took the Emergency action shall be a Non-Defaulting Owner as defined herein, who shall be entitled to all rights of a Non-Defaulting Owner as set forth herein.

XI. LIABILITY INSURANCE: INDEMNIFICATION.

A. General Coverage and Limits.

(1) Each Lot Owner shall maintain or cause to be maintained so called “causes of loss, special form” replacement cost fire and extended coverage insurance (including vandalism and malicious mischief insurance, earthquake insurance, and flood insurance) on the portion(s) of the Common Use Area located on such Owner’s Lot in such amounts as such Lot Owner’s mortgagee(s) shall require, or if no mortgagee exists, then in such amounts as are commercially reasonable for a development of the size and quality of the Development.

(2) Each Owner agrees to maintain or cause to be maintained insurance against property damage and public liability arising by reason of occurrences on or about such Owner's Lot by maintaining a policy or policies of commercial general liability insurance, including, if such Lot is leased to another party, contractual liability coverage insuring against the tort liabilities assumed under such lease agreement, with combined single limits of **not less than** One Million Five Hundred Thousand Dollars (\$1,500,000.00) in respect of any one occurrence and Two and a Half Million Dollars (\$2,500,000.00) for bodily injury and property damage.

(3) Each Lot Owner shall and, subject to the terms of the lease between an Owner and its Occupant, shall cause any Occupant or licensee of such Owner's Lot to (a) subscribe to the workers' compensation law in the State of New Mexico, and (b) maintain (at such party's sole cost and expense) workers' compensation and employers' liability insurance covering all of its employees as required of a subscriber to the relevant statutes in the State of New Mexico.

B. Insurance and Subrogation.

(1) It is agreed that the insurance coverages provided for herein may be maintained pursuant to master policies of insurance covering other operations and/or locations of the applicable party obtaining said insurance and/or its corporate affiliates. All insurance policies required to be maintained hereunder shall be with responsible insurance companies, authorized to do business in the State of New Mexico if required by law, shall have a general policy holder's rating of not less than A-, Class VII as rated in the most current "Best's" Insurance Reports. Except for workers' compensation policies, all policies of insurance required under this Article shall contain a provision that the insurance company will give each Owner ten (10) days advance written notice prior to cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. Each Owner shall deliver to the other a statement from the applicable insurer that such insurance insures the performance by the Owner insured thereunder of the indemnity agreements to limits not less than those specified in this Article.

(2) Nothing herein shall be construed from prohibiting an Owner from self-insuring for such insurance coverage provided for herein under a self-insurance program established on its own or under a policy in common with other affiliated entities, provided that such Owner or such Owner's parent entity is a publicly traded company with a market capitalization equal to or greater than \$50,000,000.00, or a privately held company with a net worth equal to or greater than \$50,000,000.00.

(3) All insurance required hereunder shall include provisions denying to the insurer subrogation rights against the other parties to the extent such rights have been waived herein. Each Owner hereby waives any and every claim which arises or may arise in its favor and against the other, its partners, owners, officers, directors, employees, agents and Occupants for any and all loss of, or damage to, and of its property located within or upon, or constituting a part of, the Property, which loss or damage is covered by valid and collectible fire and extended coverage, general liability, liquor liability or worker's compensation insurance policies, to the extent that such loss or damage is recoverable thereunder.

C. Indemnification. Each Owner hereby agrees to indemnify, defend and save the other Owners 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 Lot, except to the extent caused by the negligence or intentional misconduct of the other Owner. Each Owner shall promptly notify the other Owner of any asserted claim with respect to which such Owner is or may be indemnified against hereunder and shall deliver to such Owner copies of process and pleadings.

XII. TAXES. Each Owner and its respective successors and assigns shall pay direct to the County Treasurer when due, the real property taxes and other special taxes and assessments assessed against the Lot owned by such Owner, including the portion of the Common Use Area owned by such Owner. If an Owner is contesting by judicial or administrative proceedings the validity of any such tax or assessment, said Owner will nonetheless pay the tax and at its election designate such payment as being made under protest.

XIII. EMINENT DOMAIN.

A. Owner's Right to Award. Nothing herein shall be construed to give an Owner any interest in any award or payment made to the other Owner(s) in connection with any exercise of eminent domain, inverse condemnation, or transfer in lieu thereof affecting said other Owner(s) Lot or give the public or any government any rights in the Property. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Use Area located within the Property, the award attributable to the land and Improvements of such portion of the Common Use Area 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 Use Area, except to the extent of the other Owner's claim is for damages for loss of access.

B. Collateral Claims. All other Owners of the Common Use Area may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and Improvements taken from another Owner.

C. Occupant's Claim. Nothing herein shall prevent an Occupant from making a claim against an Owner pursuant to the provisions of any lease between such Occupant and Owner for all or a portion of any such award or payment.

XIV. CONSTRUCTION OF IMPROVEMENTS. Staging for construction of Improvements or the replacement, alteration or expansion (to the extent permitted under this Declaration) of any Improvements located in the Development including, without limitation, the location of any temporary buildings or construction sheds/trailers, the storage of building materials, and the parking of construction vehicles and equipment shall: (a) be located solely on the constructing Owner's Lot; and (b) be located in such a way that it will not interfere with the use of the Common Use Areas on any other Lot, including but not limited to the Access Improvements and the Monument Sign. All construction upon the Lots shall: (i) be in a first class manner and condition customary for comparable developments in the City and the greater Albuquerque, New Mexico area and in accordance with all Governmental Requirements and this Declaration, and (ii) be prosecuted with reasonable commercial diligence and minimizing

disruption of the other Owners, Lots or occupants thereof.

XV. ESTOPPEL. Within fifteen (15) business days after written demand is delivered to the Declarant by any Owner, for so long as the Declarant owns any of the Property, the Declarant shall provide any Owner with an estoppel certificate executed by an officer of the Declarant and acknowledged, certifying with respect to any Lot owned by said Owner, that as of the date thereof (i) setting forth whether Declarant is aware of any default by the Owner thereof, and (ii) setting forth any approvals that the Declarant has granted to the Owner of the Lot and (iii) if, to the Declarant's knowledge, any Improvements upon the Lot do not comply with this Declaration, the certificate shall also (a) identify the non-complying Improvements and work and (b) set forth with particularity the cause or causes for such noncompliance. Any purchaser from the Owner, or mortgagee or other encumbrance shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Declarant, and all Owners and such purchaser, and mortgagee.

XVI. GENERAL PROVISIONS.

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

B. Duration. Except as otherwise provided herein, this Declaration, including but not limited to the easements contained herein, shall remain in full force and effect in perpetuity. In the event that this Declaration shall terminate for any reason, the easements referred to in Sections V, VI, VIII, IX or elsewhere in this Declaration which are specified as being perpetual shall continue in full force and effect in perpetuity.

C. Injunctive Relief, Cumulative Remedies and Damages. Any remedies provided for in this Declaration are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity and shall include the right to restrain by injunction any violation or threatened violation by any party of any of the terms, covenants, or conditions of this Declaration and by decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of any such term, covenant, or condition is not adequate.

D. Enforcement; Right to Cure.

(1) In the event an Owner fails to perform its obligations hereunder, then

any other Owner (the “**Non-Defaulting Owner**”) shall have the right to serve written notice of such failure or refusal on the Owner who has failed to so perform, cooperate or pay (the “**Defaulting Owner**”). If the Defaulting Owner fails to cure such default within ten (10) days after receipt of such notice from the Non-Defaulting Owner (provided that if such default cannot reasonably be cured within such 10-day period, then the Defaulting Owner shall have such additional period of time as may be reasonably required within which to cure such default so long as the Defaulting Owner has commenced such cure within the foregoing 10-day period, if such commencement is commercially reasonable under the circumstances, and the Defaulting Owner thereafter diligently pursues such cure to completion), then the Non-Defaulting Owner (and its employees, agents or contractors) shall have the right to enter upon the Defaulting Owner’s Lot for the purpose of undertaking the subject maintenance or repair at its own instance, and to make written demand upon the Defaulting Owner for the entire expense incurred. If the Defaulting Owner’s efforts will result in cure extending beyond ninety (90) days, provided that the Non-Defaulting Owner has not commenced to cure as provided above, the Defaulting Owner shall notify the Non-Defaulting Owner in writing prior to the expiration of such 90-day period and provide reasonable detail showing cure efforts to date and the details of Defaulting Owner’s plan to cure the default. Failure of Defaulting Owner to provide such notice shall constitute a waiver by Defaulting Owner of the right to extend the cure period beyond ninety (90) days.

(2) For purposes of the rights and remedies set forth below, the term “**Defaulting Owner**” shall also apply to an Owner who fails or refuses after written demand to pay the entire expense incurred by the Non-Defaulting Owner for performance of the Defaulting Owner’s obligations hereunder, and to an Owner who fails or refuses to pay its taxes pursuant to Article XII hereof, and the term “**Non-Defaulting Owner**” shall also apply to the Owner who makes demand upon the Defaulting Owner for such payment(s).

(3) Within ten (10) days of written demand thereof (including providing reasonable evidence of such costs, if applicable) the Defaulting Owner shall reimburse the Non-Defaulting Owner for any sum reasonably expended by the Non-Defaulting Owner for the maintenance and repair, taxes or other cost or expense incurred by Non-Defaulting Owner pursuant to this Declaration, or the Defaulting Owner’s taxes, together with interest thereon at the rate of Twelve Percent (12%) per annum (or if a lesser amount, the maximum rate of interest allowed by law, the “**Default Rate**”), and if such reimbursement is not paid within said ten (10) days, the Non-Defaulting Owner shall be entitled to file suit to recover such amounts, as well as interest as provided above and reasonable costs of collection, including without limitation, reasonable attorneys’ fees, expenses and costs of court.

(4) Any claim of a Non-Defaulting Owner for reimbursement, together with interest accrued thereon and collection costs, shall constitute a personal obligation and liability of the Defaulting Owner and shall be secured by an equitable charge and lien on the Lot of the Defaulting Owner and all Improvements located thereon. Such lien shall attach and be effective from the date of recording of the Lien Notice hereinafter described. Upon such recording, such lien shall be superior and prior to all other liens encumbering the subject Lot, except that such lien shall not be prior and superior to any mortgages or deeds of trust of record prior to the recording of such Lien Notice, or any renewal, extension or modification (including increases) of previously recorded mortgages or deeds of trust; and any purchaser at any foreclosure sale, as well

as any grantee by deed in lieu of foreclosure under any such mortgage or deed of trust shall take title subject only to liens accruing pursuant to this section after the date of such foreclosure sale or conveyance in lieu of foreclosure. To evidence a lien accruing pursuant to this section, the Non-Defaulting Owner shall prepare a written notice (a "Lien Notice") setting forth: (i) the amount owing and a brief statement of the nature thereof; (ii) the Lot to which the payment(s) relate; (iii) the name of the Owner or reputed Owner who owns the subject Lot; and (iv) reference to this Declaration as the source and authority for such lien. The Lien Notice shall be signed and acknowledged by the Non-Defaulting Owner desiring to file the same and shall be recorded in the real estate records in San Juan County, New Mexico. A copy of such Lien Notice shall be mailed to the Defaulting Owner within thirty (30) days after such recording. Any such lien may be enforced by judicial foreclosure upon the Lot to which the lien attached in like manner as a mortgage on real property is judicially foreclosed under the laws of the State of New Mexico. In any foreclosure, the Lot being foreclosed shall also be charged with the obligation to pay the reasonable costs, expenses and attorneys' fees in connection with the preparation and filing of the Lien Notice, as provided herein, and all reasonable costs, expenses and attorneys' fees in connection with the foreclosure.

(5) If any Non-Defaulting Owner shall provide notice of default to a Defaulting Owner pursuant to this Article XIII, such Non-Defaulting Owner shall provide a copy of such notice to any and all tenants of the Defaulting Owner's property concurrently therewith, and said tenant(s) shall have the right, but not the obligation, to pay to cure said default and seek reimbursement or remedy from the Defaulting Owner of the Lot as may be permitted under the Lease or otherwise under this Declaration or applicable law.

XIV. MODIFICATION. Except as otherwise provided in this Article XIV, this Declaration may not be modified or terminated in any respect whatsoever or rescinded, in whole or in part, except with the consent of Owners owning a majority area of the Property (based on Proportionate Share) coupled with an approval from the Declarant (if the Declarant owns any Property), and then only by written instrument duly executed and acknowledged by such Owners. No such amendment shall impair a written approval of plans granted by the Declarant. NOTE: A "majority area of the Property" shall be defined as a collection of Owner(s) that meets or exceed 10.6 acres of ownership within the 21 acre Shopping Center.

XV. NOT A PUBLIC DEDICATION. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever (including but not limited to any easement or access rights to any governmental authority for public road right-of-way purposes), it being the intention of the Owners that this Declaration shall be strictly limited to and for the purpose herein expressed.

XVI. BREACH SHALL NOT PERMIT TERMINATION. No breach of this Declaration shall entitle an Owner to cancel, rescind or otherwise terminate this Declaration, but such limitations shall not affect in any manner, any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

XVII. ATTORNEYS' FEES. In the event that legal proceedings are brought or commenced to enforce any of the terms of this Declaration against either or other party with an

interest in the Property, the successful party in such action shall then be entitled to receive and shall receive from the defaulting Owner or party reasonable attorneys' fees and costs of litigation incurred.

XVIII. NOTICES. Any notice required or permitted to be given regarding this Declaration by one party to another will be in writing and the same will be given and be deemed to have been delivered, served and given, (i) if delivered via courier (including "overnight delivery services), when actually delivered to the address specified below, (ii) if mailed, two (2) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the Person to whom notice is given at the address specified below.

DECLARANT: Retail Equity Development 6, LLC
Red Shamrock 10, LLC
Red Shamrock Investments, LLC
Attn: Mr. Josh Skarsgard
8220 San Pedro NE Suite 500
Albuquerque, NM 87113
Phone 505 262 2323

The person and the place to which notices are to be mailed may be changed by an Owner by written notice to the other Owners.

XVIII. GENERAL ACCESS RIGHTS. Notwithstanding anything in this Declaration to the contrary:

A. With the exception of the Access Driveway and the Access Improvements, each Owner shall each have the right to close any portion of such Owner's Lot for a reasonable period of time to the extent required (i) by any Governmental Requirement to prevent prescriptive rights from accruing as to such Lot, and (ii) for necessary construction, maintenance and repair of any Improvements located on their respective Lots, in the manner and to the extent permitted and provided herein;

B. An Owner may erect curbs or other barriers to traffic between the Lots, including but not limited to differences in grade levels, only to the extent that such curbs or other barriers will not unreasonably interfere with or restrict (i) direct access to and between the Lots by the Owners and their employees, customers, licensees and invitees or (ii) the Access Driveway and/or Access Improvements;

C. An Owner may erect Buildings and other Improvements on the portion of the Lots owned by that Owner only to the extent that (i) the Buildings comply with Sections IV(A), (B) and (C) of this Declaration and (ii) the Buildings and other Improvements will not unreasonably interfere with the use of and access to the Common Use Area on such portion of the Lots by the other Owners and their Occupants, agents, employees, contractors, customers, licensees and invitees, and

D. The points of pedestrian and vehicular access, ingress and egress, between, on and/or along the common boundary line(s) of the Lots may not be modified and/or relocated by either Owner without the prior written consent of the other Owners, such consent not to be unreasonably withheld, conditioned and/or delayed.

XIX. MISCELLANEOUS.

A. Compliance with Laws. This Declaration, including without limitation all easements, restrictions, obligations and covenants provided hereunder, shall be subject to Governmental Requirements.

B. Binding Effect; Running with the Land. All the easements and covenants set forth in this Declaration are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the Owners, and their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

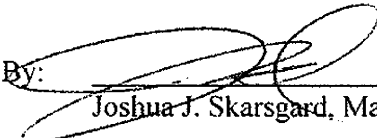
C. New Mexico Statutory Indemnity Limitation. To the extent, if at all, any indemnity, hold harmless or other provision of this Declaration is invalidated pursuant to the terms of Section 56-7-1 NMSA 1978, as amended, the remaining indemnity, hold harmless and other provisions shall remain in full force and effect.

[SIGNATURES ON SUBSEQUENT PAGE]

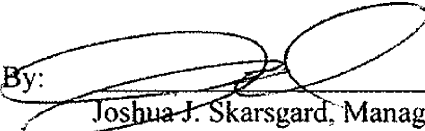
IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

DECLARANT:

RED SHAMROCK INVESTMENTS, LLC,
a New Mexico limited liability company

By: 
Joshua J. Skarsgard, Managing Member

RED SHAMROCK 10, LLC,
a New Mexico limited liability company

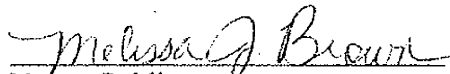
By: 
Joshua J. Skarsgard, Managing Member

RETAIL EQUITY DEVELOPMENT 6, LLC,
a New Mexico limited liability company

By: 
Joshua J. Skarsgard, Manager

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was duly acknowledged before me this 7th day of December, 2016, by Joshua J. Skarsgard, in his capacity as Managing Member of Red Shamrock Investments, LLC, a New Mexico limited liability company; Managing Member of Red Shamrock 10, a New Mexico limited liability company; and Manager of Retail Equity Development 6, LLC, a New Mexico limited liability company, on behalf of said limited liability companies.


Notary Public

My commission expires: 7/7/20

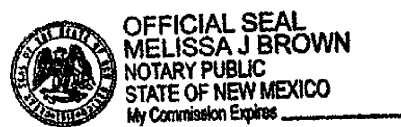


EXHIBIT A

LEGAL DESCRIPTION OF THE DECLARANT PROPERTY (Existing Plat)

Tract X-1-A2, University of Albuquerque Urban Center as the same is shown and designated on the plat entitled "PLAT OF TRACTS X-1-A1 & X-1-A2, UNIVERSITY OF ALBUQUERQUE URBAN CENTER, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 12, 1998, in Plat Book 98C, page 68.

EXHIBIT B
PROPOSED PLAT

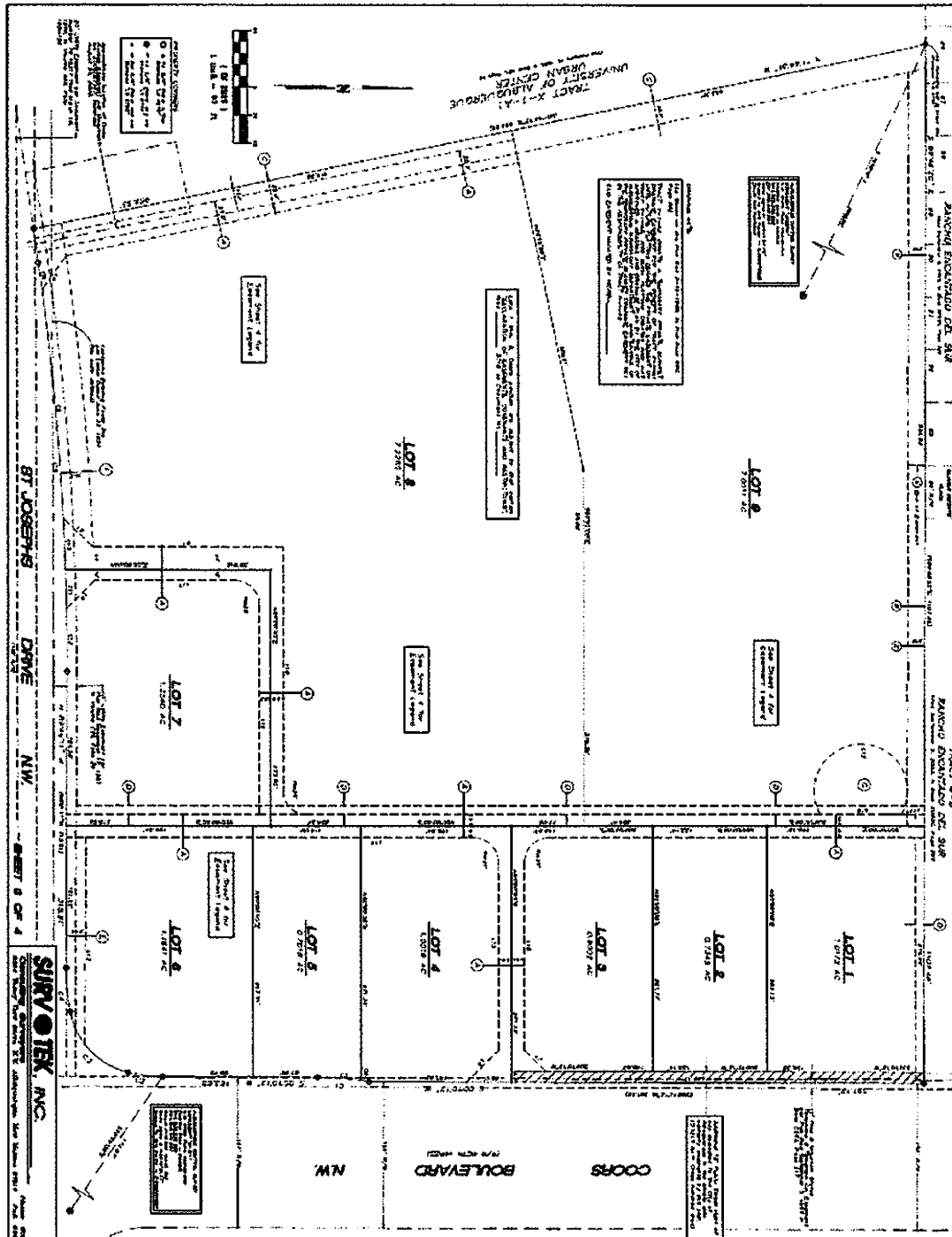
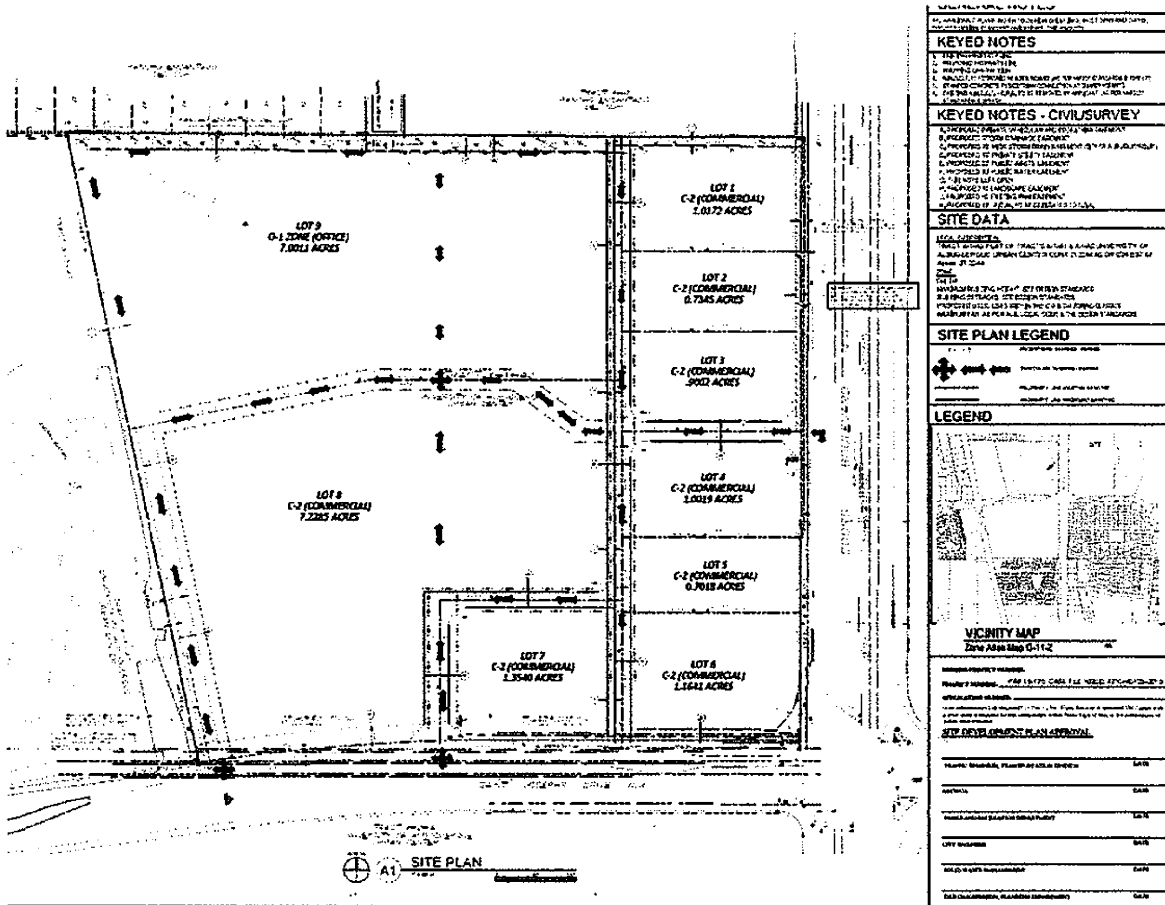


EXHIBIT C

PROPOSED SITE PLAN

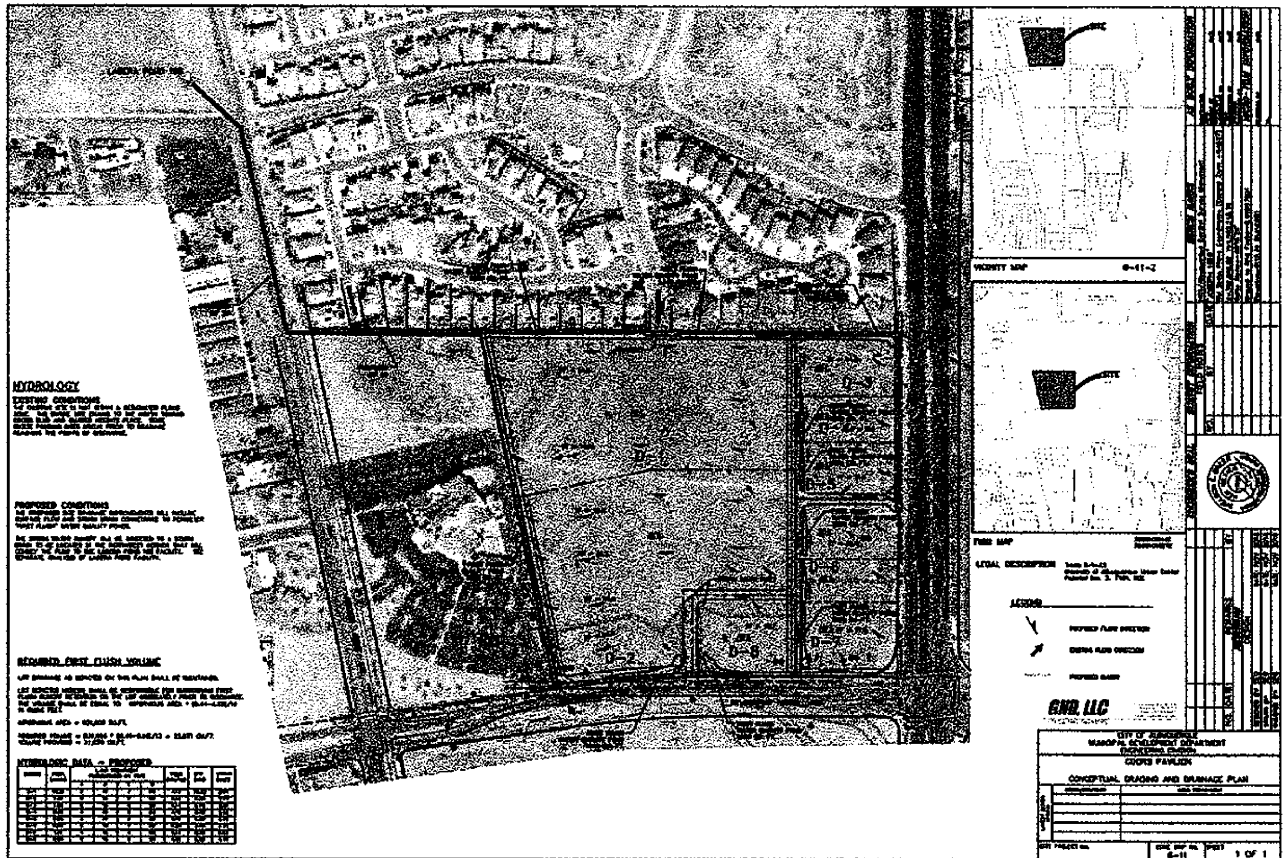


KEYED NOTES	
1. REFERENCE TO THE	
2. REFERENCE TO THE	
3. REFERENCE TO THE	
4. REFERENCE TO THE	
5. REFERENCE TO THE	
6. REFERENCE TO THE	
7. REFERENCE TO THE	
8. REFERENCE TO THE	
9. REFERENCE TO THE	
KEYED NOTES - CIVIL SURVEY	
1. REFERENCE TO THE	
2. REFERENCE TO THE	
3. REFERENCE TO THE	
4. REFERENCE TO THE	
5. REFERENCE TO THE	
6. REFERENCE TO THE	
7. REFERENCE TO THE	
8. REFERENCE TO THE	
9. REFERENCE TO THE	
SITE DATA	
1. REFERENCE TO THE	
2. REFERENCE TO THE	
3. REFERENCE TO THE	
4. REFERENCE TO THE	
5. REFERENCE TO THE	
6. REFERENCE TO THE	
7. REFERENCE TO THE	
8. REFERENCE TO THE	
9. REFERENCE TO THE	
SITE PLAN LEGEND	
1. REFERENCE TO THE	
2. REFERENCE TO THE	
3. REFERENCE TO THE	
4. REFERENCE TO THE	
5. REFERENCE TO THE	
6. REFERENCE TO THE	
7. REFERENCE TO THE	
8. REFERENCE TO THE	
9. REFERENCE TO THE	
LEGEND	
1. REFERENCE TO THE	
2. REFERENCE TO THE	
3. REFERENCE TO THE	
4. REFERENCE TO THE	
5. REFERENCE TO THE	
6. REFERENCE TO THE	
7. REFERENCE TO THE	
8. REFERENCE TO THE	
9. REFERENCE TO THE	
VICINITY MAP	
1. REFERENCE TO THE	
2. REFERENCE TO THE	
3. REFERENCE TO THE	
4. REFERENCE TO THE	
5. REFERENCE TO THE	
6. REFERENCE TO THE	
7. REFERENCE TO THE	
8. REFERENCE TO THE	
9. REFERENCE TO THE	
STUDY DEVELOPMENT PLAN APPROVAL	
1. REFERENCE TO THE	
2. REFERENCE TO THE	
3. REFERENCE TO THE	
4. REFERENCE TO THE	
5. REFERENCE TO THE	
6. REFERENCE TO THE	
7. REFERENCE TO THE	
8. REFERENCE TO THE	
9. REFERENCE TO THE	

EXHIBIT D

GRADING, DRAINAGE AND UTILITY PLANS

(Note: the Grading Plan is subject to change if City of Albuquerque and Declarant cooperate in the installation of a storm water pipe across the western boundary of Declarant Property).



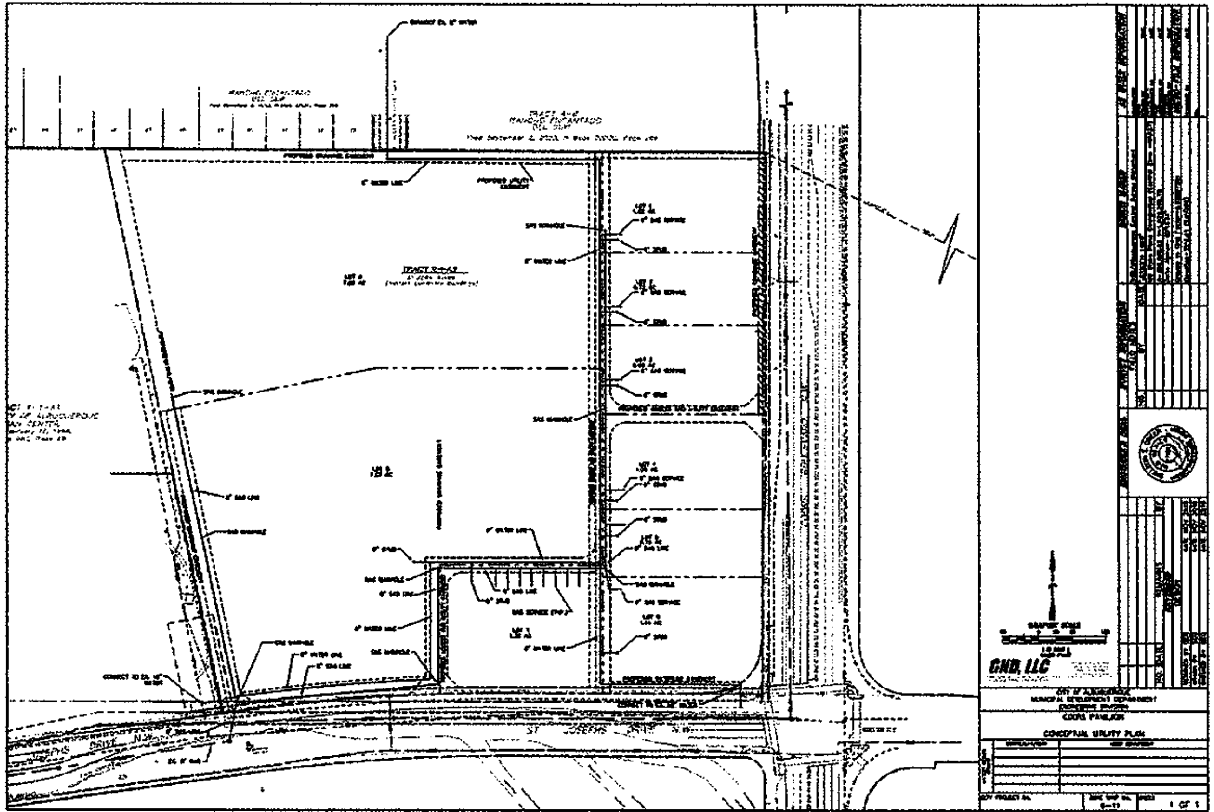


EXHIBIT E

MONUMENT SIGN ELEVATIONS

****Please note the following elevations are pending approval by the City of Albuquerque and have not yet been approved. Should the following elevations not be approved by the City of Albuquerque, this Declaratoin shall be amended to reflect the approved monument signage.****

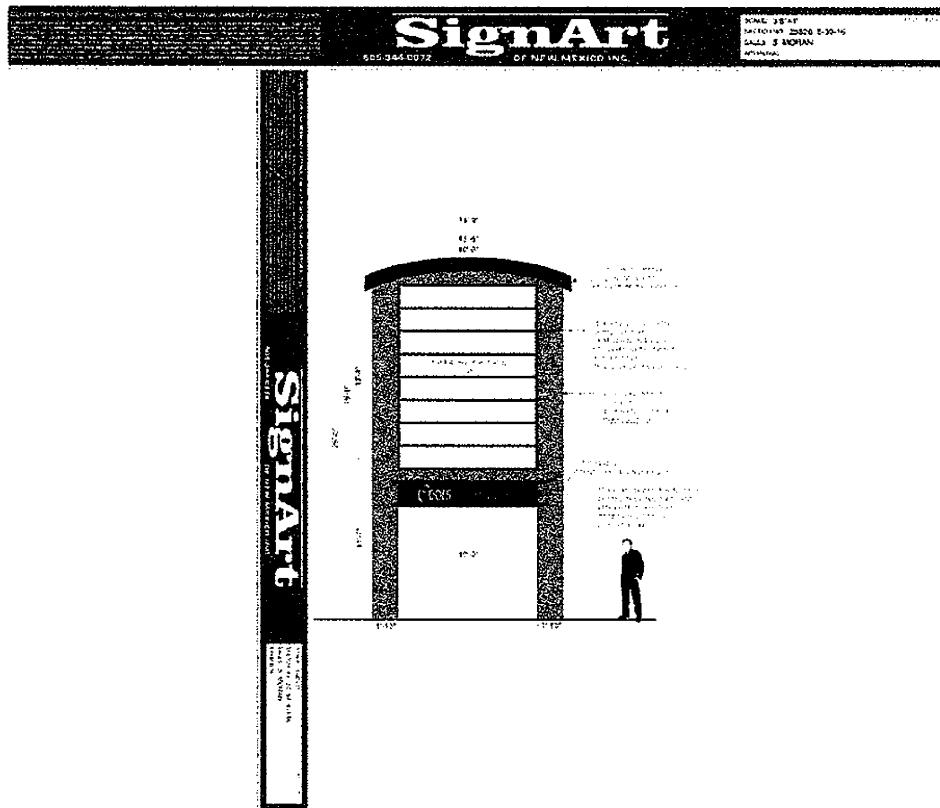
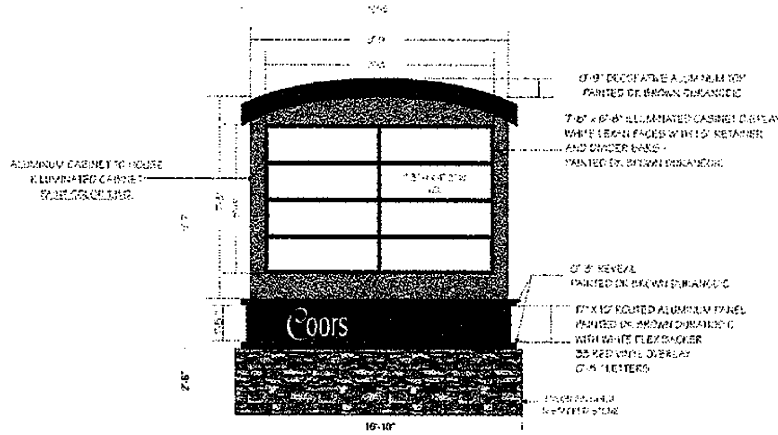


EXHIBIT F

EXCLUSIVE USES

Blake's Lotaburger:

For so long as Blake's Lotaburger is a tenant in the Shopping Center, Blake's Lotaburger shall have the exclusive right within the Shopping Center to have an Occupant whose primary business sales comes from the sale of hamburgers.

Verizon:

For so long as Verizon is a tenant in the Shopping Center, Verizon shall have the exclusive right within the Shopping Center to operate a retail store selling communication equipment and services in the Shopping Center. This exclusive use shall not apply to the sale of cellular phone accessories if the sale of cellular phone accessories constitutes less than three percent (3%) of the retail store's total sales.

Panera:

For so long as Panera is a tenant in the Shopping Center, Panera shall have the exclusive right within the Shopping Center to sell bagels, "bakery-style" baked goods (e.g., without limitation, cookies, muffins, scones, breads, etc.), salads, sandwiches, soups, blended beverages (excluding ice cream shakes and ice cream), coffee, and. The foregoing notwithstanding, Panera's exclusive use right shall not prohibit (a) a grocery store, (b) any full-service, sit-down restaurant with table-side ordering via wait staff, (c) the sale of any of the above-described items as an ancillary part of the occupant's business, with sales of such items not exceeding twenty percent (20%) in the aggregate of gross sales of such business, or (d) Starbucks, Chick-fil-A, or Blake's Lotaburger (including their respective successors operating under the same tradename) (all of whom are herein expressly waived from this Exclusive Use provision). Without limiting the foregoing and for purposes of further description, Tenant's exclusive use right shall prohibit the following: (i) bakeries and bakery restaurants (e.g., without limitation, Corner Bakery); (ii) delis and deli restaurants (e.g., without limitation, Jason's Deli); (iii) sandwich restaurants (e.g., without limitation, Subway, Jersey Mike's, Quizno's, Jimmy Johns, Potbelly, and Firehouse); and (iv) a bagel shop (e.g., without limitation, Einstein's Bagels). Furthermore, Tenant's exclusive use right shall **not** prohibit the following: (1) chicken sandwich style restaurants (e.g., without limitation, Chick-fil-a and Raising Canes); (2) hot dog restaurants (e.g., without limitation, Wienerschnitzel); (3) hamburger restaurants (e.g., without limitation, Wendy's, McDonald's, Burger King, Freddy's, Blake's Lotaburger, Red Robin, In N Out Burger, and Five Guys Burgers); (4) roast beef sandwich restaurants (e.g., without limitation, Arby's); (5) Mexican-style restaurants that serve burritos, tacos, quesadillas, or breakfast burritos (e.g., without limitation, Taco Bell, Qdoba, Del Taco, Taco Bueno, El Pollo Loco, Charritos, Sadies, El Pinto, and Little Anitas); (6) Asian-style restaurants (e.g., without limitation, Panda Express and Pei Wei); (7) pizza restaurants (e.g., without limitation, Pizza Hut, Dominos, Wise Pies, Pizza 9, Dion's, Il Vicino, Papa John's, and Papa

Murphy's); or (8) ice cream, frozen yogurt, gelato, milkshake, or shaved ice blended beverage shops (e.g., without limitation, Dairy Queen, Baskin Robins, TCBY, U Swirl Yogurt, Menchie's, and Bahama Bucks).

Starbucks:

For so long as Starbucks is a tenant in the Shopping Center, Starbucks shall have the exclusive right within the Shopping Center to sell (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, or (e) blended beverages. Notwithstanding the foregoing exclusive use, other tenants may sell brewed coffee or brewed tea which is neither (i) gourmet nor (ii) brand identified. For purposes of this document, "gourmet" shall be defined as: (a) beverages made using Arabica beans or (b) sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or similar branding. For purposes of this document, "brand identified" shall mean beverages advertised or marketed within the applicable retail space using a brand name or served in a brand-identified cup. In addition, other tenants may sell pre-bottled tea or pre-bottled tea-based beverages.

Recording requested by:
First American Title
National Commercial Services

File # 2216027
When Recorded, Return to:
James H. Rees
Pack & Rees, PLLC
638 North 5th Avenue
Phoenix, Arizona 85003

FIRST AMENDMENT TO DECLARATION OF EASEMENTS,
COVENANTS & RESTRICTIONS
"COORS PAVILION"

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS & RESTRICTIONS – "COORS PAVILION" (this "Amendment") is made and entered into as of the 25th day of September, 2019, by RED SHAMROCK 4, LLC, a New Mexico limited liability company ("Declarant").

RECITALS

A. Declarant's predecessors-in-interest, Red Shamrock Investments, LLC, a New Mexico limited liability company, Red Shamrock 10, LLC, a New Mexico limited liability company and Red Shamrock 6, LLC, a New Mexico limited liability company (collectively, "Original Developer"), previously executed delivered that certain Declaration of Easements, Covenants and Restrictions, recorded on December 13, 2016 in the official records of Bernalillo County, New Mexico as Instrument No. 2016116329 (the "Declaration").

B. Declarant is the owner of the entirety of the Shopping Center and is the successor to the right, title, interest, duties and obligations of Original Developer under the Declaration; provided however, Levine Investments Limited Partnership, an Arizona Limited Partnership ("Levine") is the owner of Lot 4 and Kirtland Federal Credit Union, a federally chartered Credit Union, is the owner of Lot 7 ("KFCU").

C. Declarant wishes to amend the Declaration to address changes in the planned Shopping Center, subject to and in accordance with the further terms, covenants and provisions of this Amendment.

NOW, THEREFORE, in consideration of the execution and delivery of the Declaration, the foregoing Recitals, the mutual agreements, covenants and promises contained in this Amendment and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, Declarant covenants as follows:

1. Definitions. Capitalized terms used without definition in this Amendment shall have the meanings assigned to such terms in the Declaration, unless the context expressly requires otherwise.

2. Legal Description. The legal description of the Shopping Center is hereby replaced by Exhibit A attached hereto.

3. Site Plan. The Site Plan of the Shopping Center is hereby replaced by Exhibit C attached hereto.

4. Definitions. The following is added as the final sentence of Article II.G and a new Article II.R.:

"G. Common Use Area shall not include any portion of a Lot improved with a Building or other ancillary Improvements not intended for common use such as patios, drive-thru lanes, trash receptacles and signage.

R. Maintenance Director. "Maintenance Director" shall mean the Owner of Lot 9."

5. Parcel Subdivision or Reconfiguration and Improvements; Modification of Site Plan. The following is added as the final sentence of Article III:

"Notwithstanding the foregoing, in no event may any Owner relocate the Access Driveway or Access Improvements located on its Lot without the prior written approval of all Owners."

6. Restrictions on Use of Property. The following is added to Article IV:

"(10) An amusement park, carnival or circus;

(11) A liquor store, cocktail lounge, bar or tavern; provided, however, (i) a high-end, national chain with no less than twenty locations (e.g., Total Wine and BevMo); (ii) microbrewery; (iii) brewery taproom; and (iv) distillery shall be allowed to operate anywhere in the Shopping Center except Lot 5 and Lot 7. Restaurants that serve alcohol on an incidental basis as opposed to a cocktail lounge or bar (e.g., Applebee's, R Taco, Garduno's, Costa Vida, etc.) shall be allowed to operate anywhere in the Shopping Center (unless otherwise prohibited by law, or local ordinance).

(12) Any new or used motor vehicle sales, or any vehicle repair shop or gas station; provided, however, a national chain auto repair or service operation with no less than twenty locations (e.g., Discount Tire and Jiffy Lube) shall be allowed to operate anywhere in the Shopping Center except Lot 5 and Lot 7."

7. Monument Sign. The first sentence of Article V.A. is hereby deleted in its entirety and replaced with the following:

"Declarant shall construct and erect three multi-tenant monument signs (each a "Monument Sign") consistent with the height, design and location depicted on the Monument Signage Exhibit attached hereto as Exhibit G (after review and approval required by the City of Albuquerque)."

8. Construction of Access Improvements and Other Improvements. The following is added to the end of Article VI.B.:

"Notwithstanding the foregoing, in no event may the Owner or any Occupant of Lot 7 or Lot 8 place or construct a Building within the No Build Area on its Lot as depicted on Exhibit H attached hereto."

9. Public and private utilities. The following is added to the end of Article VII:

"Declarant (and each successive Owner of any Lot) does hereby declare, for the benefit of the other Lot(s) in the Shopping Center and the Owner(s) of said Lot(s) and its or their respective successors in interest, Occupants, employees, agents, customers, licensees and invitees and for the benefit of the Lot(s) owned by each such grantee, a non-exclusive easement appurtenant to each Lot

owned by each grantee for utility suppliers, including, without limitation, gas, electricity, telephone, cable, water and sewer; provided, however, that such easements shall not, in any way, impact the use, operations, or rights of the tenants located on such Lots. Each Owner agrees to execute commercially reasonable easement documents as may be required by utility suppliers to effectuate the foregoing easement; provided, however, in no event shall such utility lines traverse a Lot underneath any planned or existing Building or ancillary improvement, such as a drive-thru lane or trash enclosure, and that such easement documents shall not, in any way, impact the use, operations, or rights of the tenants located on such Lots.

10. Parking Requirements. The second sentence of Article IX.A. is hereby deleted in its entirety and replaced with the following:

“Each Lot Owner shall provide on its respective Lot sufficient parking spaces (including handicap) to satisfy applicable Governmental Requirements for such Owner’s intended use without reliance on any parking spaces provided on another Lot and without a variance from the applicable Governmental Requirements (provided however, the Shopping Center contains non-exclusive cross parking easement rights that are applicable to each Lot and those rights alone, without special application to a particular Lot, shall not be considered a “variance” if included in the City of Albuquerque issuance of a building permit for a building with the Shopping Center)”

11. Maintenance of Monument Sign(s). Article X.A.(2) is hereby deleted in its entirety and replaced with the following:

“(2) The Maintenance Director shall maintain, repair and insure the Monument Sign (and Additional Monument Signs, if approved by City) in a first class manner and condition customary for comparable developments in the City and the greater Albuquerque, New Mexico area; provided, however, the other Owners who have sign panels on a Monument Sign shall install, maintain and repair their respective sign panels in a timely manner (including lamp replacement) and keep same in a first class manner and condition customary for comparable developments in the City and the greater Albuquerque, New Mexico area (and such Owners and Occupants shall have an easement from the Owner of the Lot upon which the Monument Sign is located (referred to herein as the “Burdened Owner”) to the extent reasonably necessary for such installation, maintenance and repair; provided, however, such Owner’s installation, maintenance and repair of its sign panel shall not materially adversely affect the other sign panels on such Monument Sign (and Additional Monument Signs, if approved by City), the Monument Sign (and Additional Monument Signs, if approved by City) itself or the utilities serving such Monument Sign, or any ingress, egress, parking, or other rights granted to the Owners under this Declaration. No Owner shall perform (or cause to be performed) installation, work, maintenance or other repair with respect to its sign panel on a Monument Sign until such Owner has (i) delivered written notice to Maintenance Director and the Burdened Owner of its intent to perform (or cause to be performed) such installation, work, maintenance or other repair, (ii) provided insurance evidence requested by and reasonably satisfactory to the Maintenance Director and Burdened Owner in connection with such work, (iii) delivered to the Maintenance Director and Burdened Owner plans and specifications approved by the applicable governmental authority, if applicable, as to such installation, maintenance, repair, reconstruction and/or replacement, and (iv) received the written approval of such anticipated work from the Maintenance Director and Burdened Owner. In addition to the foregoing, any work to or on the Monument Sign located on Lot 6 shall be performed exclusively on Sundays. All maintenance, repair, reconstruction and/or replacement by

any Owner shall be performed in a good and workmanlike, prompt and diligent manner and so as to minimize to the extent commercially reasonable any interference with the business operations of the Burdened Owner.

(a) A portion of the sums reasonably expended by the Maintenance Director for maintaining, repairing and insuring the Monument Sign (and Additional Monument Signs, if approved by City) (i.e., all costs associated with the operation, maintenance, management, repair and replacement of the Monument Sign (except for the costs attributable to the supply, installation, repair, and maintenance and replacements of the sign panels) including, without limitation: (i) costs of any utilities consumed by the Monument Sign; (ii) taxes attributable to the Monument Sign (if any); (iii) costs of repair to, and maintenance and replacements of, the Monument Sign; and (iv) costs of insurance premiums incurred for all insurance carried by the Maintenance Director with respect to the Monument Sign), shall be payable by the other Owners maintaining sign panels on such Monument Sign according to the relative area such Owner's sign panel occupies on such Monument Sign. Reimbursement of said costs to the Burdened Owner shall be paid by the other Owner(s) to the Maintenance Director annually within thirty (30) days after the Maintenance Director has provided the other Owner(s) with reasonable evidence of the amounts incurred.

(b) If any Owner fails to maintain and repair its sign panel as required hereunder, following written notice with reasonable opportunity to cure, then the Maintenance Director may complete all or a portion of such work as is necessary for the Maintenance Director to maintain the Monument Sign (and Additional Monument Signs, if approved by City) as required in this Declaration. Further, if Maintenance Director fails to maintain the Monument Sign, first, the Burdened Owner and thereafter, if such Burdened Owner fails to timely pursue, any Owner, may perform such maintenance work. In either such event, the Owner failing to maintain the applicable items shall pay to the performing party all sums expended by such party to complete such work, plus interest thereon at a rate per annum equal to the Default Rate (as hereinafter defined), from the date the performing party incurs such expense until repayment. Reimbursement of the costs of such work shall be paid by the other Owner(s) within thirty (30) days after the performing party has provided the other Owner(s) with reasonable evidence of the amounts incurred in connection with such work. Any Owner who fails to timely reimburse in accordance with the foregoing shall be a Defaulting Owner as defined herein, and the performing party shall be a Non-Defaulting Owner as defined herein, who shall be entitled to all rights of a Non-Defaulting Owner as set forth herein.

(c) The Maintenance Director shall be solely responsible for: (i) reasonably insuring (in coverage amounts and types to be determined by the Burdened Owner in its sole but reasonable discretion) the Monument Sign at its sole cost and expense; and (ii) the cost of all reasonably necessary repairs, maintenance and replacements to the Monument Sign or any Improvements attributable to the supply, installation, operation, maintenance, repair, or replacement of such Monument Sign. Any party performing or causing to be performed installation, maintenance, repair and/or replacement with respect to a sign panel on a Monument Sign (and Additional Monument Signs, if approved by City) must use a sign vendor approved in writing by Maintenance Director. Each Owner who is not a Burdened Owner with respect to a particular Monument Sign hereby agrees to indemnify and hold harmless the Burdened Owner from any and all

loss, costs and reasonable expenses (including reasonable attorney's fees) arising from the indemnifying Owner's (and/or its employees', agents', representatives', contractors', licensees' and invitees') use of the Sign Easement and its sign panel (including any liens of contractors, subcontractors, subsubcontractors, mechanics, laborers, and materialmen and all other items of like character incurred in connection therewith), excepting therefrom any damage caused by the gross negligence or willful acts of the Burdened Owner, its agents, Occupants and/or employees."

12. Exclusive Uses. The following exclusive use for the benefit of Lot 6 is hereby added to Exhibit F:

"For so long as Chick-fil-A is a tenant or Owner in the Shopping Center, Chick-fil-A shall have the exclusive right within the Shopping Center to operate a fast food restaurant or quick service restaurant selling or serving chicken as a principal menu item (the "Exclusive Use"). For the purposes of this Declaration, "a restaurant selling or serving chicken as a principal menu item" means a restaurant deriving twenty-five percent (25%) or more of its gross sales from the sale of chicken or for any of the following uses: Arby's, Boston Market, Kenny Roger's, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Chicken Out, Willie May's Chicken, Biscuitville, Zaxby's, Ranch One, El Pollo Loco, Koo-Koo Roo, Pollo Campero, Pollo Tropical, Charo Chicken, Raising Cane's or Chester's. Notwithstanding anything to the contrary contained herein, Chick-fil-A explicitly consents to the use and operation of the existing users in the Shopping Center including: (i) Panera Bread restaurant, (ii) Starbucks Restaurant, (iii) Verizon store; and (iii) Blakes Lotaburger. Additionally Chick-fil-A explicitly consents to the operation of the following prospective users within the Shopping Center as such restaurants operate as of the date hereof: (i) Gardunos Restaurant; (ii) Costa Vida Restaurant; (iii) Olive Garden; (iv) R Taco; (v) Scarpas Pizzeria. The Exclusive Use does not apply to sit down restaurants of more than 7,000 square feet, with no drive-thru service and with tableside waitstaff.

13. Entire Agreement. The Declaration, as amended by this Amendment, 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 superseded hereby.

14. Full Force and Effect. Except as expressly modified by this Amendment, the Declaration remains unmodified and in full force and effect. All references in the Declaration to "this Declaration" shall be deemed references to the Declaration as modified by this Amendment

15. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

LENDER CONSENT:

LEVINE INVESTMENTS, LP,
an Arizona limited partnership

By: 
Name: **Andrew M. Cohn**
Its: **Authorized Rep.**

CENTURY BANK,
a New Mexico banking corporation

By: _____
Name: _____
Its: _____

CONSENTS:

STARBUCKS CORPORATION,
a Washington corporation

By: _____
Name: _____
Its: _____

PANERA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

BLAKES LOTABURGER, LLC
a New Mexico limited liability company

By: _____
Name: _____
Its: _____

Cellular Sales of New Mexico, LLC, a New Mexico
limited liability company

By: _____
Name: _____
Its: _____


KIRTLAND FEDERAL CREDIT UNION,
a federally chartered Credit Union

By: _____
Name: _____
Its: _____

CHICK-FIL-A, INC.,
a Georgia corporation

By: _____
Name: _____
Its: _____

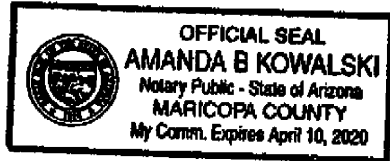
LEVINE INVESTMENTS, LP,
an Arizona limited partnership

By: 
Name: **Andrew M. Cohn**
Its: **Authorized Rep.**

STATE OF Arizona)
) ss.
County of Maricopa)

On May 17, 2019, before me, Amanda B. Kowalski, a Notary Public in and for said state, personally appeared Andrew M. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Amanda B. Kowalski
Notary Public in and for said State

STATE OF Arizona)
) ss.
County of Maricopa)

On May 17, 2019, before me, Amanda B. Kowalski, a Notary Public in and for said state, personally appeared Andrew M. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Amanda B. Kowalski
Notary Public in and for said State

LENDER CONSENT:

LEVINE INVESTMENTS, LP,
an Arizona limited partnership

By: _____
Name: _____
Its: _____

CENTURY BANK,
a New Mexico banking corporation

By: Elizabeth R. Albright
Name: Elizabeth R. Albright
Its: Senior Vice President

CONSENTS:

STARBUCKS CORPORATION,
a Washington corporation

By: _____
Name: _____
Its: _____

PANERA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

BLAKES LOTABURGER, LLC
a New Mexico limited liability company

By: _____
Name: _____
Its: _____

Cellular Sales of New Mexico, LLC, a New Mexico
limited liability company

By: _____
Name: _____
Its: _____

KIRTLAND FEDERAL CREDIT UNION,
a federally chartered Credit Union

By: _____
Name: _____
Its: _____

CHICK-FIL-A, INC.,
a Georgia corporation

By: _____
Name: _____
Its: _____

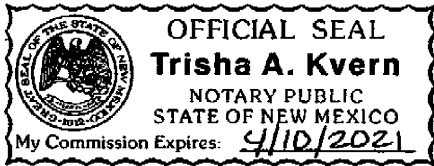
LEVINE INVESTMENTS, LP,
an Arizona limited partnership

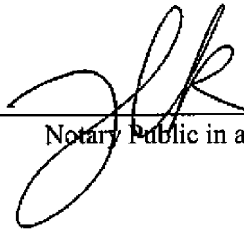
By: _____
Name: _____
Its: _____

STATE OF New Mexico)
County of Bernalillo) ss.

On May 21, 2019, before me, Trisha A. Kvern, a Notary Public in and for said state, personally appeared Elizabeth R. Allbright, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.





Notary Public in and for said State

STATE OF _____)
County of _____) ss.

On _____, 201____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

LENDER CONSENT:

LEVINE INVESTMENTS, LP,
an Arizona limited partnership

By: _____
Name: _____
Its: _____

CENTURY BANK,
a New Mexico banking corporation

By: _____
Name: _____
Its: _____

CONSENTS:

STARBUCKS CORPORATION,
a Washington corporation

By: Kenneth Wan
Name: Kenneth Wan
Its: vp, assistant general counsel

BLAKES LOTABURGER, LLC
a New Mexico limited liability company

By: _____
Name: _____
Its: _____

KIRTLAND FEDERAL CREDIT UNION,
a federally chartered Credit Union

By: _____
Name: _____
Its: _____

LEVINE INVESTMENTS, LP,
an Arizona limited partnership

By: _____
Name: _____
Its: _____

PANERA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

Cellular Sales of New Mexico, LLC, a New Mexico
limited liability company

By: _____
Name: _____
Its: _____

CHICK-FIL-A, INC.,
a Georgia corporation

By: _____
Name: _____
Its: _____

STATE OF Washington)
County of King) ss.

On May 16, 2019, before me, Tamara L. Leff, a Notary Public in and for said state, personally appeared Kenneth War, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for said State

STATE OF _____)
County of _____) ss.

On _____, 201____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

LENDER CONSENT:

LEVINE INVESTMENTS, LP,
an Arizona limited partnership

By: _____
Name: _____
Its: _____

CENTURY BANK,
a New Mexico banking corporation

By: _____
Name: _____
Its: _____

CONSENTS:

STARBUCKS CORPORATION,
a Washington corporation

By: _____
Name: _____
Its: _____

PANERA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

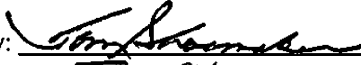
BLAKES LOTABURGER, LLC
a New Mexico limited liability company

By: _____
Name: _____
Its: _____

Cellular Sales of New Mexico, LLC, a New Mexico
limited liability company

By: _____
Name: _____
Its: _____

KIRTLAND FEDERAL CREDIT UNION,
a federally chartered Credit Union

By: 
Name: TOM SHOEMAKER
Its: President/CEO

CHICK-FIL-A, INC.,
a Georgia corporation

By: _____
Name: _____
Its: _____

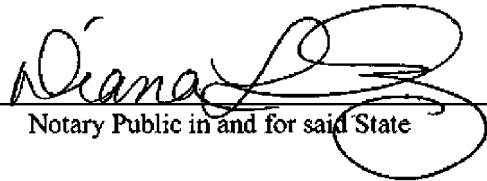
LEVINE INVESTMENTS, LP,
an Arizona limited partnership

By: _____
Name: _____
Its: _____

STATE OF New Mexico)
) ss.
County of Bernalillo)

On May 17, 2019, before me, Diana L. Chavez, a Notary Public in and for said state, personally appeared Tom Shoemaker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public in and for said State

STATE OF _____)
) ss.
County of _____)

On _____, 201____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

LENDER CONSENT:

LEVINE INVESTMENTS, LP,
an Arizona limited partnership

By: _____
Name: _____
Its: _____

CENTURY BANK,
a New Mexico banking corporation

By: _____
Name: _____
Its: _____

CONSENTS:

STARBUCKS CORPORATION,
a Washington corporation

By: _____
Name: _____
Its: _____

BLAKES LOTABURGER, LLC
a New Mexico limited liability company

By: _____
Name: _____
Its: _____


KIRTLAND FEDERAL CREDIT UNION,
a federally chartered Credit Union

By: _____
Name: _____
Its: _____

LEVINE INVESTMENTS, LP,
an Arizona limited partnership

By: _____
Name: _____
Its: _____

PANERA, LLC,
a Delaware limited liability company

By:  _____
Name: **Barry J. Barth**
Its: **Director, Development Counsel**

Cellular Sales of New Mexico, LLC, a New Mexico
limited liability company

By: _____
Name: _____
Its: _____

CHICK-FIL-A, INC.,
a Georgia corporation

By: _____
Name: _____
Its: _____

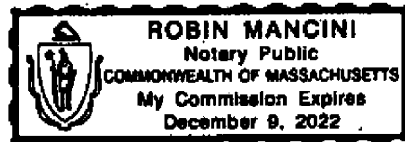
Commonwealth
STATE OF Massachusetts)
County of Norfolk) ss.

On May 16, 2019, before me, Robin Mancini, a Notary Public in and for said state, personally appeared Barry J. Barth, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Robin Mancini

Notary Public in and for said State



STATE OF _____)
County of _____) ss.

On _____, 201____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

LENDER CONSENT:

LEVINE INVESTMENTS, LP,
an Arizona limited partnership

By: _____
Name: _____
Its: _____

CENTURY BANK,
a New Mexico banking corporation

By: _____
Name: _____
Its: _____

CONSENTS:

STARBUCKS CORPORATION,
a Washington corporation

By: _____
Name: _____
Its: _____

BLAKES LOTABURGER, LLC
a New Mexico limited liability company

By: _____
Name: _____
Its: _____

KIRTLAND FEDERAL CREDIT UNION,
a federally chartered Credit Union

By: _____
Name: _____
Its: _____

LEVINE INVESTMENTS, LP,
an Arizona limited partnership

By: _____
Name: _____
Its: _____

PANERA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

Cellular Sales of New Mexico, LLC, a New Mexico
limited liability company

By: 
Name: **REESE K. THOMAS**
Its: **Vice President**

CHICK-FIL-A, INC.,
a Georgia corporation

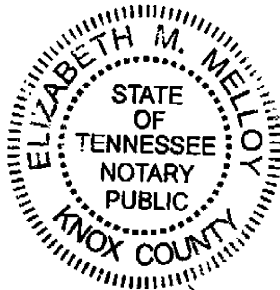
By: _____
Name: _____
Its: _____



STATE OF TENNESSEE)
) ss.
County of KNOX)

On May 28, 2019, before me, a Notary Public, in and for said County and State, Reese K. Thomas, as Vice-President for Cellular Sales of New Mexico, LLC, a New Mexico limited liability company, personally known to me (or 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 capacities, and that by his signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.



Elizabeth M. Melloy
Notary Public in and for said State

STATE OF _____)
) ss.
County of _____)

On _____, 201____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State



LENDER CONSENT:

LEVINE INVESTMENTS, LP,
an Arizona limited partnership

By: _____
Name: _____
Its: _____

CENTURY BANK,
a New Mexico banking corporation

By: _____
Name: _____
Its: _____

CONSENTS:

STARBUCKS CORPORATION,
a Washington corporation

By: _____
Name: _____
Its: _____

PANERA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

BLAKES LOTABURGER, LLC
a New Mexico limited liability company

By: _____
Name: _____
Its: _____

Cellular Sales of New Mexico, LLC, a New Mexico
limited liability company

By: _____
Name: _____
Its: _____

KIRTLAND FEDERAL CREDIT UNION,
a federally chartered Credit Union

By: _____
Name: _____
Its: _____

CHICK-FIL-A, INC.,
a Georgia corporation

By: _____
Name: Vance Burgess
Its: Ex. Director

LEVINE INVESTMENTS, LP,
an Arizona limited partnership

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
County of _____)

On _____, 201____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

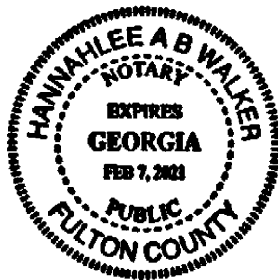
WITNESS my hand and official seal.

Notary Public in and for said State

STATE OF GEORGIA)
)ss:
COUNTY OF FULTON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Vance Burgess, known to me to be the Ex. Director of Chick-fil-A, Inc., the corporation which executed the foregoing instrument, who acknowledged that he/she did sign and seal the foregoing instrument for and on behalf of said corporation being thereunto duly authorized by its Board of Directors, that the same is his/her free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Atlanta, Georgia this 17th day of September, 2019.



Hannah Lee A B Walker
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 9, inclusive, of the Plat of Lots 1 thru 9, Coors Pavilion (being a Replat of Tract X-1-A2, University of Albuquerque Urban Center), within the Town of Albuquerque Grant in Projected Section 2, Township 10 North, Range 2 East New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, filed on April 11, 2017, as Document No. 2017033851, records of Bernalillo County, New Mexico.

EXHIBIT C

SITE PLAN

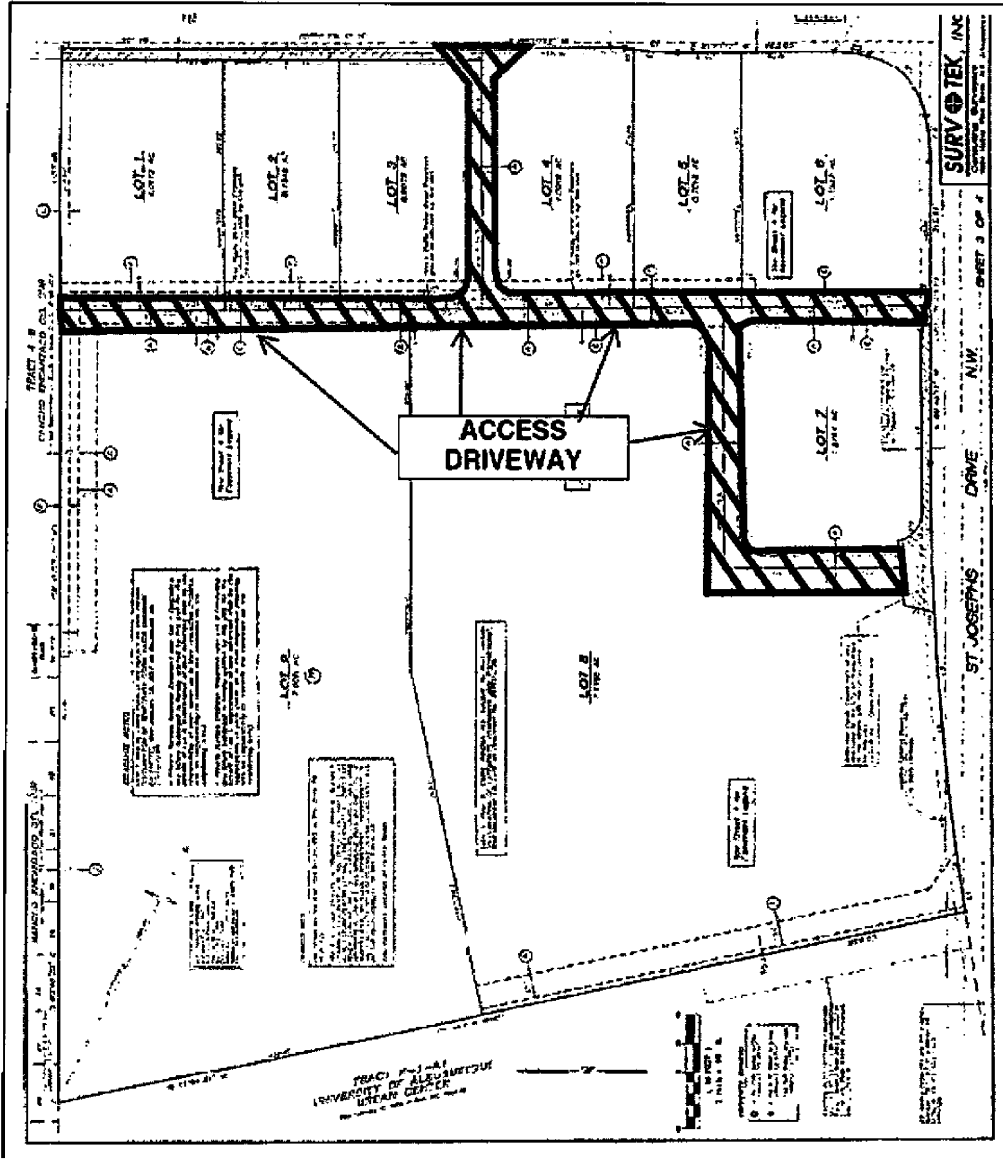
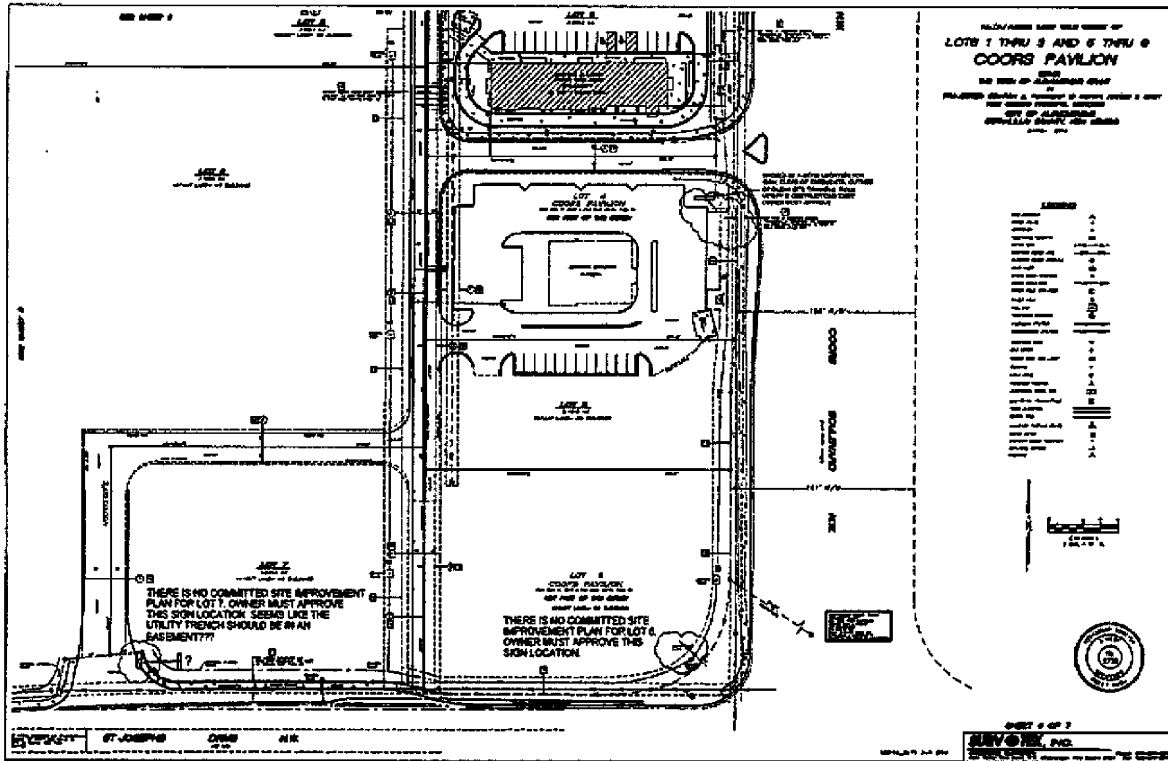


EXHIBIT G

MONUMENT SIGN ELEVATIONS AND SITE PLAN



COORS PAVILION

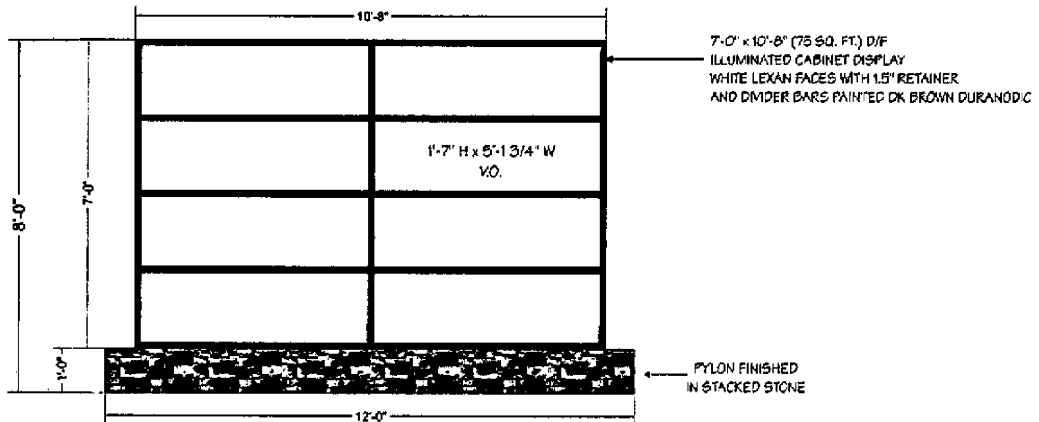
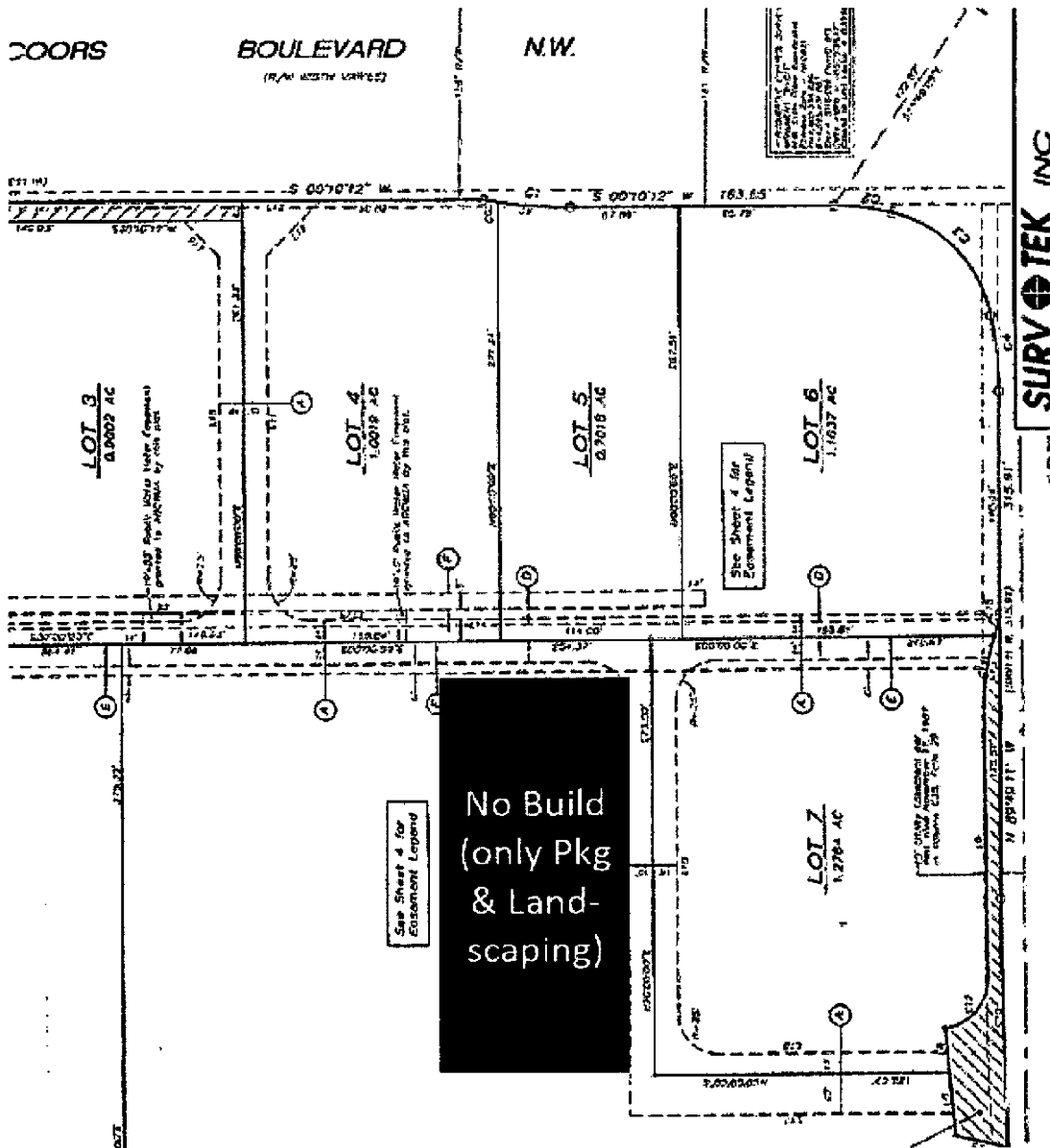


EXHIBIT H

NO BUILD AREA



A-1

215761869.3 56888/312771