DECLARATION OF EASEMENTS

This, Declaration of Easements (the "**Declaration**") is made this 14th day of June, 2023, by GDCLV, LLC, a New of Mexico Limited Liability Company ("**Declarant**").

A. Declarant is the current owner of the following property:

Plat for Lots 2-A, 2-B, and 2-C, Tract S-1 Atrisco Business Park, Unit 2. Being comprised of Lot 2, Tract S-1 Atrisco Business Park, Unit 2

B. The City of Albuquerque has approved a site plan that provides for a single dumpster pad straddling the boundary line between the Lots (hereinafter defined) having an area of approximately 634 square as shown in Exhibit A attached hereto and incorporated herein by reference.

C. Declarant desires to create the casements and covenants described below for the shared use of the dumpster pad shown on the attached Exhibit A.

D. **NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, Declarant creates this Declaration intending to be legally bound:

1. Recitals and Certain Definitions. The Recitals set forth above are hereby incorporated and made a part of this Declaration. In addition to defined terms otherwise designated herein, Lots 2-B and 2-A may be referred to herein individually as a "**Lot**" and together as the "**Lots**," the owners of the Lots may be referred to herein individually as an "**Owner**" and together as the "**Owners**."

2. Grant of Easements. Declarant hereby creates easements on Lot 2-C and Lot 2-B (individually an "**Easement"** and together the "**Easements**") in the 634 square foot area depicted on Exhibit A attached hereto and incorporated herein by reference (the "**Easement Area**") for the shared benefit of Lot 2-B and Lot 2-C for the location a dumpster pad and related improvements and for the operation of a shared trash dumpster. The Easement on Lot 2-C is for the benefit of the Owner of Lot 2-B and the Easement on Lot 2-B is for the benefit of the Owner of Lot 2-C, and their respective successors and assigns, and their respective tenants, subtenants and licensees, to be used for the operation of a joint use dumpster with enclosure. The Easements constitute a single integrated joint use area and are not severable.

3. Construction of Improvements. The first Owner to construct improvements on such Owner's Lot (the "**First Owner**") shall construct within the Easement Area at its sole cost and expense (subject to reimbursement set forth below) a dumpster pad and all related improvements required or reasonably appropriate for the operation of a joint use trash dumpster. The First Owner shall keep and maintain accurate records of the costs attributable to the construction of the dumpster pad and related improvements, separated from the expenses of other construction. The First Owner shall provide written notice to the second Owner to construct improvements on such Owner's Lot (the "**Second Owner**") of the costs attributable to the construction of the dumpster pad and related improvements (including reasonable back up documentation) after construction commences on the Second Owner's Lot or earlier if requested, and the Second Owner shall reimburse the First Owner for one-half (1/2) of the costs attributable to the construction of the dumpster pad and related improvements by the later to occur of (a) the Second Owner Start Date (defined below), or (b) thirty (30) days after the when the Second Owner receives notice of the costs attributable to the construction of the dumpster pad and related improvements, including reasonable back up documentation.

4. Maintenance and Operation. Maintenance, repair and operation of the Easement Area and the dumpster pad and related improvements, including without limitation trash removal service, and all expenses associated therewith (collectively, the "**Operation Expenses**"), shall be the sole obligation of the First Owner until the date which is one hundred and fifty (150) days after the date when the Second Owner commences the construction of improvements on the Second Owner's Lot (the "**Second Owner Start Date**"). From and after the Second Owner Start Date, maintenance, repair and operation of the Easement Area and the dumpster pad and related improvements shall be the shared obligation of the Owners, and the Operation Expenses shall be shared equally between the Owners, subject to the next following sentence. In the event that after the Second Owner Start Date one Owner regularly and on a consistent basis has a materially greater demand for the dumpster trash service than the other Owner (deposits a materially greater volume of trash in the dumpster), then at the request of either Owner the Owners shall equitably adjust the sharing ratio between the Owners for the Operation Expenses consistent with their relative demands for the dumpster trash service.

5. Enforcement. An Owner shall be entitled to pursue any legal or equitable remedy for the breach or violation of the provisions of this Declaration. In any action to enforce or interpret this Declaration, the

prevailing party shall be entitled to recover reasonable attorneys' fees and expenses incurred and costs of court.

6. Miscellaneous. All terms and conditions set forth in this Declaration are intended to be and shall be construed as covenants running with the land. The foregoing restrictions may be modified only by written instrument executed by both Owners.

(Signature Page Follows)

**GDCLV, LLC**
a New Mexico limited liability company,

By: _____

Its: Member

STATE OF NEW MEXICO )
) ss.
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 14th day of June, 2025, by Ventura Ruybal, Member of GDCLV, LLC [COMPANY NAME] a New Mexico limited liability company.

_____ Notary Public, State of New Mexico

My Commission Expires: 08/30/2025

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**State of New Mexico**
**Notary Public**
**Sally Rizzieri**
**Commission Number 1102855**
**Commission Expires August 30, 2025**

Exhibit A

(Attached after this sheet)