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AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL EASEMENTS

THIS AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL EASEMENTS ("Declaration") is made and executed as of this Jorg day of June, 1992, by and between C.C. LIMITED, a New Mexico limited partnership, its successors or assigns, whose address is c/o A. Rolfa Black, 10200 Corrales Road, N.W., Suite E-3, Albuquerque, New Mexico 87048 ("CCL") and CORRALES SHOPPING CENTER, LTD., a New Mexico limited partnership, its successors or assigns, and whose address is c/o A. Rolfa Black, 10200 Corrales Road, N.W., Suite E-3, Albuquerque, New Mexico 87048 ("CSC") (collectively and including all successors or assigns, as owners of all or any portion of the property covered by this Declaration, hereinafter referred to as the "Parties" or, individually, as a "Party") which amends in its entirety the Declaration and Grant of Reciprocal Easements recorded in the office of the Bernalillo County Clerk on June 5, 1992 as Document No. 09253534.

RECITALS:

- A. CCL is the fee owner of the real property located within the City of Albuquerque, New Mexico, described on Exhibit "A", attached hereto and incorporated herein by this reference ("CCL Property").
- B. CSC is the fee owner of the real property located within the City of Albuquerque, New Mexico, described on Exhibit "B", attached hereto and incorporated herein by this reference ("CSC Property"). The CCL Property and the CSC Property are hereinafter referred to as the "Properties".
- C. Subsequent to recordation of this Amended and Restated Declaration and Grant of Reciprocal Easements and simultaneous therewith CCL will convey a portion of the CCL Property to Waban Inc., a Delaware corporation or an affiliate corporation of Waban Inc. ("Waban").
- D. In connection with the previous subdivision of the CCL Property into Tracts D-4-G thru D-4-L (these tracts along with Tract A-1-1-A (the tract designation for the CSC Property) and any tracts resulting from further subdivision of these tracts shall be referred to as "Subtract" or "Subtracts") the Parties had executed and recorded a Daclaration and Grant of Reciprocal Easements to grant to each other certain easements for vehicular and pedestrian access, ingress and egress, utilities, drainage, and for the encroachment of a proposed structure on a portion of the CSC Property for the benefit of the CCL Property which they now desire to revise to include provisions setting forth the maintenance obligations for certain drainage facilities.

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NOW, THEREPORE, in consideration of the benefits and burdens relative to the Properties created hereby and the convents and agreements set forth herein, the parties agree as follows:

1. Establishment of Easements.

- 1.1 Grant of Easements by CCL. CCL, as the owner of the CCL Property, hereby declares, establishes, grants and conveys for the benefit of CSC and the CSC Property for the use by CSC, and its tenants, employees, agents subtenants, licensees, contractors, guests, occupants, invitees and/or permittee (collectively, the "CSC Permittee"), the following perpetual, non-exclusive easements, the precise location and use of which easements are hereby described as follows:
 - A non-exclusive easement (the "CCL Access Easement") for ingress and egress by vehicular and pedestrian traffic (but specifically excluding trucks and delivery vehicles) over and across the driveway access points and the driveway areas and the drive isles of the CCL Property, as the same may be, from time to time, constructed, configured and maintained. construction, configuration and maintenance, from time to of the portion of the CCL Property which constitutes this essement shall be in the sole and absolute discretion of the owner of the CCL Property. Notwithstanding anything to the contrary contained, CCL shall have the absolute right at its sole and absolute discretion, to restrict access to the CCL Access Easement area upon its property during periods of construction or repair upon its property. The CCL Access Easement does not include any reciprocal or other parking rights, it being expressly understood and agreed by the parties that the CCL Access Easement is for the purpose of ingress and egress by vahicular and pedestrian traffic only and not for parking purposes. CCL covenants and agrees that no fence or other structure or barrier which would unreasonably percent or obstruct the passage of pedestrian or vehicular traffic for the purposes herein permitted shall be erected or permitted within or across the easement area.
 - (b) A non-exclusive utility easement (the "CCL Utility Easement") over the paved areas existing from time to time over the CCL Property, except Tract D-4-G, for the installation, maintenance, repair and replacement of telephone or electrical conduits or systems, gas mains or other public utility facilities necessary for the development and operation of the CSC Property.
 - (c) A non-exclusive easement (the "CCL Storm Drain Easement") over the certain portion of the CCL Property

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depicted on Exhibit "C" ("Storm Drainage Easement Area") attached hereto and by reference made a part hereof for the installation and maintenance of a storm drain line together with the installation of two surface storm drains to be located within the Storm Drainage Easement Area.

- (d) An easement (the "CCL Surface Drainage Easement") over that portion of the CCL Property depicted on Exhibit "C" attached hereto and incorporated herein by this reference (the "CCL Surface Drainage Easement") for the purpose of providing the CSC Property with surface drainage over the paved areas existing from time to time on the CCL Surface Drainage Easement Area (specifically excluding any existing or future building improvements or other structures located thereon). In the event of the expansion of existing improvements or the construction of new improvements on the CCL Surface Drainage Easement area the CCL urface Drainage Easement shall not be adversely affected, although the parties acknowledge that the drainage pattern over the CCL Property may be changed pursuant to such construction or expansion.
- 1.2 Grant of Easement by CSC. CSC, as the owner of the CSC Property, hereby declares, establishes, grants and conveys for the benefit of CCL and the CCL Property for the use by CCL, and its tenants, employees, agents, subtenants, licensees, contractors, quests, occupants, invitees and/or persittee (collectively, the "CCL Permittee"), the following perpetual, non-exclusive easements, the precise location and use of which easements are hereby described as follows:
 - A non-exclusive easement (the *CSC Access (a) Easement") for ingress and egress by vehicular and pedestrian traffic (but specifically excluding trucks and delivery vehicles) over and access the driveway access points and the driveway areas and the drive isles of the CSC Property, as the same may be, from time to time, and maintained. constructed, configured construction, configuration and maintenance, from time to time, of that portion of the CSC Property which constitutes this easement shall be in the sole and absolute discretion of the owner of the CSC Property. anything to the Notwithstanding contrary contained, CSC shall have the absolute right in its sole and absolute discretion , to restrict access to the CSC Access Easement area upon its property during periods of construction or repair upon its property. The CSC Access Easement does not include any reciprocal or other parking rights, it being expressly understood and agreed by the parties that the CSC Access Easement is for the purpose of ingress and egress by vehicular and pedestrian traffic

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only and not for parking purposes. CSC covenance and agrees that no fence or other structure or barrier which would unreasonably prevent or obstruct the passage of pedestrian or vehicular traffic for the purposes herein permitted shall be erected or permitted within or across the easement area.

- (b) A non-exclusive easement (the "CSC Building Encroachment Easement") over that portion of the CSC Property depicted on Exhibit "D" attached hereto and incorporated herein by this reference for the purpose of the encroachment of an overhang from the building to be constructed on the adjacent CCL Property, together with the right of ingress and egress over the CSC Building Encroachment Easement for the purpose of maintenance of the encroachment.
- (c) A non-exclusive easement (the "CSC Storm Drain Easement") over the certain portion of the CCL Property depicted on Exhibit "C" ("Storm Drainage Easement Area") attached hereto and by reference made a part hereof for the installation and maintenance of a storm drain line together with the installation of two surface storm drains to be located within the Storm Drainage Easement Area.

The above-reference easements shall hereinafter sometime individually be referred to as the "Easement" and shall collectively be referred to as the "Easements" and the areas where the Easements are located shall be individually referred to as an "Easement Area" and shall be collectively referred to as the "Easement Areas".

1.2 General Management of Easement Areas.

- (a) No Obstruction. Except as specifically provided in this Declaration, no Party nor any of such Parties' Permittee' shall obstruct in any manner any portion of an Easement Area in any way which will impair the continuous and uninterrupted use of any Easement Area for the purposes set forth in this Declaration.
- (b) No Charges. No party shall collect, attempt to collect or permit the collection of any charge for access to or through any portion of any Easement Area located on the properties.

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1.3 Reasonable Care. The Parties shall each exercise reasonable care in the use and enjoyment of the Easement Areas and in exercising any of their respective rights under the Easements. The Parties shall not utilize portions of the other Parties' Property other than the

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Easement Areas without obtaining the prior written approval of the other Party, which approval may be withheld in the sole discretion of the other Party.

2. Maintenance and Use of Easement and Utility Areas.

2.1 Access Easements

- (a) Maintenance of the CCL Access Easement and CSC Access Easement, whether ordinary or extraordinary, capital or expense in nature, major or minor, of such Easement Area and all improvements constructed thereon shall be performed by the Party owning the Property on which such maintenance and repair work is required, at such Party's sole cost and expense. All such work shall be performed in such manner and at such intervals by the Parties of the properties covered by the Easement Area as shall be required to at all times maintain such Easement Area in a first class condition throughout the term of the Easement. Without limiting the generality of the foregoing, each Party shall perform the following work as often as shall be required to so maintain such Easement Area:
 - (i) Re-pave, re-brick and re-stripe, as appropriate, that portion of the Easement Area on its property;
- (ii) Repair, re-paint and otherwise maintain all improvements now or hereafter located on such portion of the Easement Area; and
- (iii) Remove all trash and other obstacles or impediments from such portion of the Easement Area.

2.2 Use of Utility Easements

(a) CSC in their use of the CCL Utility Easement hereby acknowledge and agree that the exercise of such Easements at all times shall be in such a manner as to cause the least interference with the normal operation of the CCL Property by CCL and shall further acknowledge, that except in an emergency, the right of CSC, to enter into the Easement areas located on the CCL Property shall be conditioned upon obtaining the prior written consent of CCL, which consent shall not be unreasonably withheld. All such construction, to the extent possible, shall be installed and maintained below the ground level and surface of such Easement areas. CSC further covenants and agrees that it will, at its sole cost and expense, restore the Easement Area to its condition prior

to the commencement of construction, including, but not limited to, the replacement of asphalt paving and landscaping.

(b) CCL in their use of the CSC Storm Drainage Easement, CCL Storm Drainage Easement and the CCL Surface Drainage Easement hereby acknowledge and agree that the exercise of such Easements at all times shall be in such a manner as to cause the least interference with the normal operation of the CSC Property by CSC and shall further acknowledge, that except in an emergency, the right of CCL, to enter into the Easement Areas located on the CSC property shall be conditioned upon obtaining the prior written consent of CSC, which consent shall not be unreasonably withheld. All such construction, to the extent possible, shall be installed and maintained below the ground level and surface of such Easement Areas. CCL further covenants and agrees that it will, at its sole cost and expense, restore the Easement Area to its condition prior to the commencement of construction, including, but not limited to, the replacement of asphalt paving and landscaping.

2.3 Drainage Facilities

In order to comply with the City of Albuquerque drainage regulations and to provide satisfactory surface and underground drainage facilities and harmonious enjoyment and development of the Properties, the owner or assigns of the Properties or the owners or assigns of each of the Subtracts and their respective assigns, grantees and successors in interest (the "Subtract Owners") hereby agree to the maintenance and allocation of costs associated with each of the drainage facilities shown on Exhibit "E" attached hereto ("Drainage Facility") as set forth below:

Drainage Facility 1:

The maintenance of this facility shall be performed by the Subtract Owner of Tract D-4-G who is responsible for 76% of the maintenance costs and who shall bill the Subtract Owners of the following tracts for the specified percentage of the remaining maintenance costs which bill is due and payable thirty (30) days after receipt:

Tract	D-4-I	14*
Tract	ロー4ーブ	7*
Tract	D-4-K	31

Orainage Facility 2:

The maintenance of this facility shall be performed by the Subtract Owner of Tract D-4-G who is responsible for 96% of the maintenance costs and

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who shall bill the Subtract Owners of the following tracts for the specified percentage of the remaining maintenance costs which bill is due and payable thirty (30) days after receipt:

Tract D-4-K

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Drainage Facility 3:

The maintenance of this facility shall be performed by the Subtract Owner of Tract D-4-L who is responsible for 100% of the maintenance costs.

Drainage Facility 4:

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The maintenance of this facility shall be performed by the Subtract Owner of Tract D-4-G who is responsible for 60% of the maintenance costs and who shall bill the Subtract Owners of the following tracts for the specified percentage of the remaining maintenance costs which bill is due and payable thirty (30) days after receipt:

Tract	D-4-I	118
Tract	D-4-J	61
Tract	D-4-K	5%
Tract	A-1-1-A	18%

Drainage Pacility 5:

The maintenance of this facility shall be performed by the Subtract Owner of Tract D-4-L who is responsible for 100% of the maintenance costs.

Drainage Pacility 6:

The maintenance of this facility shall be performed by the Subtract Owner of Tract D-4-G who is responsible for 60% of the maintenance costs and who shall bill the Subtract Owners of the following tracts for the specified percentage of the remaining maintenance costs which bill is due and payable thirty (30) days after receipt:

Tract	D-4-I	11*
Tract	D-4-J	68
Tract	D-4-K	5%
Tract	A-1-1-A	18%

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Sums due the Subtract Owner of the tract maintaining the facility shall constitute a valid lien on the real estate and

improvements of the other tracts who are responsible for the specified percentages and may be foreclosed upon in accordance with governing law. Any sums still due and owing following the thirty (30) day period above shall accrue an interest rate of 1% over the prime rate charged by Citibank, N.A. (Manhattan), from the date of receipt of billing until paid.

Failure to Maintain. If any Subtract Owner fails obligation to maintain his Subtract and the to meet his improvements thereon in accordance with the requirements set forth in this Declaration, any other Subtract Owner(s) may deliver written notice of such failure to such Subtract Owner. If such If such Subtract Owner fails to commence with such maintenance within thirty (30) days of the giving of such notice, any other Subtract Owner(s) shall have the absolute and unconditional right, but not the obligation, at any time thereafter to cause to be performed, on behalf of such Subtract Owner, any and all maintenance and/or repair of parking areas, sidewalks or other paved surfaces on any Subtract, maintenance and/or repair of building exteriors, exterior lighting, signs, walls, drainage facilities or other facilities on such Subtract Owner's Subtract, required to be maintained under this Declaration. Notwithstanding the foregoing, with respect to emergency situations, no notice or cure rights need be afforded to a noncomplying owner of a Subtract before another Subtract owner may effectuate a cure described above. The cost of any such maintenance and/or repair shall be charged to, and paid by, the Subtract Owner upon whose Subtract or Subtracts such work was performed within thirty (30) days after the giving of written notice by the other Subtract Owner(s) who caused such work to be performed, to such Owner, setting forth the nature of the work performed, the name and address of the party or parties who performed the work, and the amount of costs incurred for such In the event a Subtract Owner so billed fails to performance. reimburse the other Subtract Owner(s) for the amount of such cost within such thirty (30) day period, then (1) such other Subtract Owner(s) shall have the right to enforce payment by an action at law and/or in equity, and (ii) a lien in favor of such other Subtract Owner(s) shall automatically attach to the Subtract or Subtracts owned by such Subtract Owner in an amount equal to the sum of all unpaid costs billed to such Subtract Owner, plus interest on such amount at the prime rate charged by Citibank, N.A. (Manhattan), from the date of billing until paid, plus any and all attorneys's face, costs, and disbursements incurred by such other Subtract Owner(s) in collecting the same, enforcing the provisions of this Declaration against such Subtract Owner, and filing and foreclosing such lien. Such other Subtract Owner(s) may file such lien of record, in the form required by law, in the real property records in the county which the Premises are located. Such lien may be foreclosed in the manner provided by applicable law.

2.5. Notice. Any notice, payment, demand, offer, or communication required or permitted to be given by an provision of

this Declaration shall be deemed to have been sufficiently given or served for all purposes if personally delivered, sent by registered or certified mail, postage and charges prepaid, or by Federal Express or other reputable overnight courier or delivery service, addressed as follows:

Tracts D-4-C or for Drainage Facilities 1, 2 4, 6

HomeBawe, Inc. 140 Orangefair Mall, Suite 100 Fullerton, California 92632 Attention: Vice President/Treasurer

Tracts D-4-H, I, J, K, L or for Drainage Facilities 1, 2, 3, 4, 5, 6

C.C. Limited C/O A. Rolfe Black 10200 Corrales Road NW Suita E-3

Albuquerque, New Mexico 87048

Tract A-1-1-A or for Drainage Facilities 4, 6

Corralas Shopping Center, Ltd. c/o A. Rolfe Black 10200 Corrales Road NW Suite E-3 Albuquerque, New Mexico 87048

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1. Insurance.

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Public Liability Insurance. 3.1 Each Subtract Owner shall, at its own cost and expense, pay for and keep or cause to be kept in full force and effect a policy or policies of commercial general liability insurance with coverage limits of not less than One Million Dollars (1,000,000), combined single limit bodily injury, and property damage, liability for each occurrence, insuring against any and all liability of such Subtract Owner with respect to the Easement or arising out of the use of the Easement Areas or related to the exercise of any rights of such Subtract owner, its occupants, invitees and permittees pursuant to this Declaration (the "Insurance Obligations"). Further, all such insurance shall include coverage for blanket contractual, cross liability and severability of interest clauses, product/completed operations coverage, broad form property damage coverage, and coverage for independent contractors. Each Subtract Owner shall, upon execution hereof and thereafter at least ten (10) days of any written request therefor by the other Subtract Owner, deliver to the other Subtract Owner, a certificate evidencing such insurance. Each Subtract Owner may insure, in whole or in part, under any plan of self-insurance which such Subtract Owner (or the parent, subsidiary or affiliated companies of such Subtract Owner) may, from time to time, have in force and effect provided it shall have a net worth of more than fifty Million Dollars (\$50,000,000).

- J.2 Policy Porm. Each policy of insurance provided for herein shall name the other Subtract Owner as an additional insured as its interest appear and shall be for the mutual and joint benefit, and protection of such Parties. Each policy of insurance must contain a provision requiring at least thirty (30) days' notice in writing in advance to all named and additional insured of any cancellation or lapse thereof and the effective date of any reduction in the amounts of insurance.
- 3.3 <u>Indemnity</u>. To the fullest extent permitted by law, each Party shall defend, indemnify, protect and hold other Party harmless from any and all liability whatsoever on account of any damage, injury, lien, claim or demands arising from the use by the indemnifying Party and its Permittee of the Easements, or related to the breach by the indemnifying Party of its duties and obligations under this Declaration. The obligations to indemnify set forth above shall also include reasonable attorneys' fees.
- 3.4 At such time as the CCL Property is subdivided and in the event any of the Properties are further subdivided, each successive owner shall be responsible to individually comply with the provisions of this Section 3.

4. General Provisions.

- 4.1 <u>Compliance with Law</u>. The Parties shall comply with all applicable laws, ordinances, rules, regulations and requirements of all appropriate governmental authorities in connection with the Parties' use and enjoyment of the Easements.
- 4.2 Easements and Covenants Binding on Successors and Assigns. The Easements and the terms, rights, conditions, restrictions and limitations contained herein with respect thereto shall burden and run with the Properties, shall be appurtenant to and run with the Properties, and shall inure to the benefit of the Properties and any subsequent owner of the Properties and their respective successors and assigns. The benefits and burdens of the Easements and covenants contained in this Declaration shall run with the Properties as covenants and aquitable servitudes running with the land.
- 4.3 Exclusivity. The Easements granted hereunder are non-exclusive and Parties reserve the right to grant other easement rights in and to the Easement Areas, provided that such cosment rights shall not substantially interfere with the easement rights granted hereunder.
- 4.4 <u>Dedication</u>. The provisions of this Declaration shall not be deemed to constitute a dedication for public use nor create any rights to the general public.

4.5 Enforcement Rights.

- (a) Any Party may enforce the provisions of this Daclaration (i) by a suit at law for damages for any compensable breach of or noncompliance with any of the terms hereof or for declaratory relief to determine the enforceability of any such terms, (ii) by an action in equity or otherwise for specific performance to enforce compliance with the terms hereof or for any injunction to enjoin the continuance of any breach or violation thereof, or (iii) through any other right or remedy to which such Party may be entitled at law or in equity.
- (b) The rights and remedies established under this Declaration shall be deemed to be cumulative; and no one of such rights and remedies shall be exclusive of any other right or remedy which any Party might otherwise have by virtue of the terms of this Declaration or under law. The exercise of any particular right or remedy shall not impair the right to exercise any other right or remedy.
- 4.6 No Waiver. No waiver of any default hereunder shall be implied from any omission by any Party to take any action in respect to such default, if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. A waiver of any default in the performance of any provision contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other provision contained herein. The consent or approval of any Party to or of any act or request requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests.
- 4.7 <u>Invalidation</u>. The invalidation of any of the provisions contained in this Declaration, or the application thereof to any person by legislation, judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect.
- 4.8 Mortgagee Protection. A breach of any or all of the terms, conditions, covenants or restrictions of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust on any of the Properties, but such terms, covenants, conditions and restrictions shall be binding upon and effective against any parties whose title to such properties, or any portion thereof, is acquired by foreclosure, trustee's sale or otherwise.

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- 4.9 Attorneys' Pees. In the event of any controversy, claim of dispute relating to this Declaration or any breach thereof, the prevailing Party shall be entitled to recover from the other Party(ies) its reasonable attorneys' fees and costs.
- 4.10 No Rights in Public. Nothing herein contained shall be deemed to be a gift or a dedication of any portion of any of the Properties to or for the general public or for any public purpose whatsoever, including but not limited to, the tenants and Permittees of any Party, it being the intention that this Declaration shall be strictly limited to and for the purposes herein expressed. The provisions of this Declaration are for the exclusive benefit of the Parties and their Permittees, their successors and assigns, and not for the benefit of any third person, and this Agreement shall not be deemed to have conferred any rights upon any third person.

4.11 General Interpretation.

- (a) This Declaration shall be governed by, enforced and construed in accordance with the laws of the State of New Mexico. If any term, provision or condition contained in this Declaration (or the application of any such term, provision or condition) shall to any extent be invalid or unenforceable, the remainder of this Declaration shall be valid and enforceable to the fullest extent permitted by law. The Exhibits attached hereto are hereby incorporated by this reference for all purposes.
- (b) When the context in which the words are used herein indicates that such is the intent, words in the singular number shall include the plural and vice verse. All pronouns and any variations thereof shall be deemed to refer to all genders, and the term "Party" shall include natural individuals, associations, trusts, estates and all other forms of business entities. The captions of the Articles and Sections herein are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation or construction.
- (c) In all cases the language in all parts of this Declaration shall be construed simply, according to its fair meaning under New Mexico law. Because all entities who are a party to this Declaration have been represented by counsel in connection with the negotiation and preparation of this Declaration for execution, the language of this Declaration shall not be construed for or against any of the parties hereto, or the party on whose word processing system this Declaration is finally prepared.

IN WITNESS WHEREOP, this Declaration is executed on the date above.

DECLARANTS:

C.C. Limited, a New Mexico limited partnership

By: Seven Bar Land and Cattle Company, a New Mexico limited partnership, its general partner

A. Rolfe Brack, general partner

CORRALES SHOPPING CENTER, LTD., a New Mexico limited partnership

By: Seven Bar Land and Cattle, a New Mexico limited partnership, its general partner

A. Rolfe Mack/general partner

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this of day of dunce, 1992, by A. Rolfe Black, general partner of Seven Bar Land and Cattle Company, general partner of C.C. Limited.

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NOTARY PUBLIC
STATE OF NEW MEXICO
TY COMMISSION EXPLISE:
MY COMMISSION EXPLISE:

Notary Public

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this day of ______, 1992, by A. Rolfe Black, general partner of Seven Bar Land and Cattle Company, general partner of Corrales Shopping Centar, Ltd.

Notary Public

OFFICIAL SEAL

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NOTARY PUBLIC

STATE OF NEW MEXICO

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CCL PROPERTY DESCRIPTION

Tract D-4-G thru D-4-L, Seven Bar Ranch, as shown on the replat antitled "Tracts D-4-G thru D-4-L, Seven Bar Ranch, (Being a Replat of Tract D-4-A thru D-4-F), Seven Bar Ranch, albuquerque, New Mexico" as filed in the office of the Bernalillo County Clerk on June 5, 1992, Document No. 09253678.

KIHIBIT "A"

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CBC PROPERTY DESCRIPTION

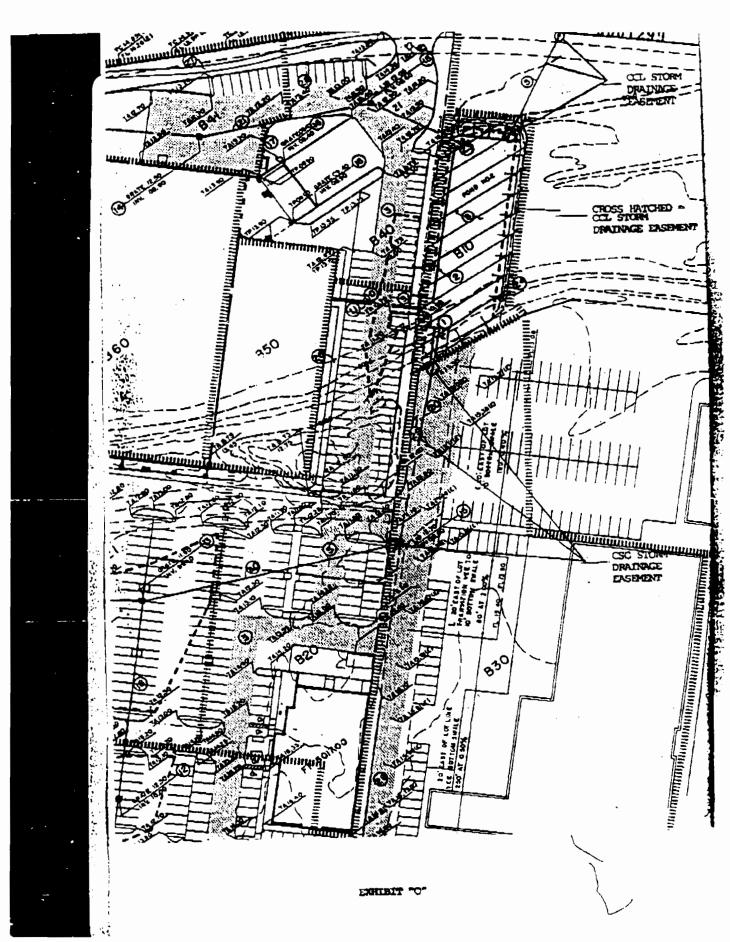
Tract A-1-1-A, Seven Bar Ranch, as reflected on the replat for Corrales Center filed and recorded in the office of the Bernalillo County Clerk on September 10, 1980, Vol. C17, Pg. 64.

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STATE OF NEW MEXICO COUNTY OF BERNALILLO FILED FOR PECOPO

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EXHIBIT "B"



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