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County Folio 87

Clerk & Recorder

Deputy Clerk

SUMMARY PLAT

OF

GABALDON'S TRACT "A"

AND

MONTGOMERY-EUBANK PARTNERSHIP TRACT "B"
CODA DEVELOPMENT SUBDIVISION

ALBUQUERQUE, NEW MEXICO

FEBRUARY, 1979

V THE
NOTARY

THE FOREGOING REPLAT OF THAT CERTAIN TRACT OF LAND SITUATE IN SECTION 4, TOWNSHIP 10 NORTH, RANGE 4 EAST, NEW MEXICO PRINCIPAL MERIDIAN, WITHIN THE CITY LIMITS OF THE CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, BEING AND COMPRISING A NORTHWESTERLY PORTION OF LOT NUMBERED ONE (1) OF THE CODA DEVELOPMENT SUBDIVISION TO THE CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON SAID SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON JULY 27, 1962.

BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS SURVEY AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED; SAID SOUTHWEST CORNER BEING COMMON TO THE SOUTHWEST CORNER OF GABALDON'S TRACT "A", CODA DEVELOPMENT SUBDIVISION, AS THE SAME IS SHOWN AND DESIGNATED ON THE "PLAT OF GABALDON'S TRACT 'A', COMPRISING A REPLAT OF PORTION OF LOT ONE (1), CODA DEVELOPMENT SUBDIVISION, ALBUQUERQUE, NEW MEXICO", FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON JANUARY 10, 1979, (SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE EASTERLY LINE OF EUBANK BOULEVARD, N.E.); THENCE, LEAVING SAID BEGINNING POINT,

N 09°15'50"W, 344.70 FEET DISTANCE ALONG THE EASTERLY LINE OF SAID EUBANK BOULEVARD, N.E. TO THE NORTHWEST CORNER OF AFOREMENTIONED GABALDON'S TRACT "A"; THENCE,

N 07°54'40"E, 200.00 FEET DISTANCE TO A POINT; THENCE,

N 04°19'50"E, 200.00 FEET DISTANCE TO A POINT ON THE SOUTHEAST LINE OF MONTGOMERY BOULEVARD, N.E.; THENCE,

N 23°24'00"E, 340.00 FEET DISTANCE ALONG SAID SOUTHERLY LINE OF MONTGOMERY BOULEVARD, N.E. TO THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED (SAID NORTHEAST CORNER BEING COMMON TO THE NORTHWEST CORNER OF THE TANK HILL-TAYLOR ADDITION TO THE CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON JUNE 27, 1972); THENCE,

S 00°19'50"E, 534.19 FEET DISTANCE TO THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, (SAID SOUTHEAST CORNER BEING COMMON TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED TANK HILL-TAYLOR ADDITION); THENCE,

S 09°54'40"W, 540.00 FEET DISTANCE TO THE SOUTHWEST CORNER, THE POINT AND PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED, AND CONTAINING 5.825 ACRES, MORE OR LESS.

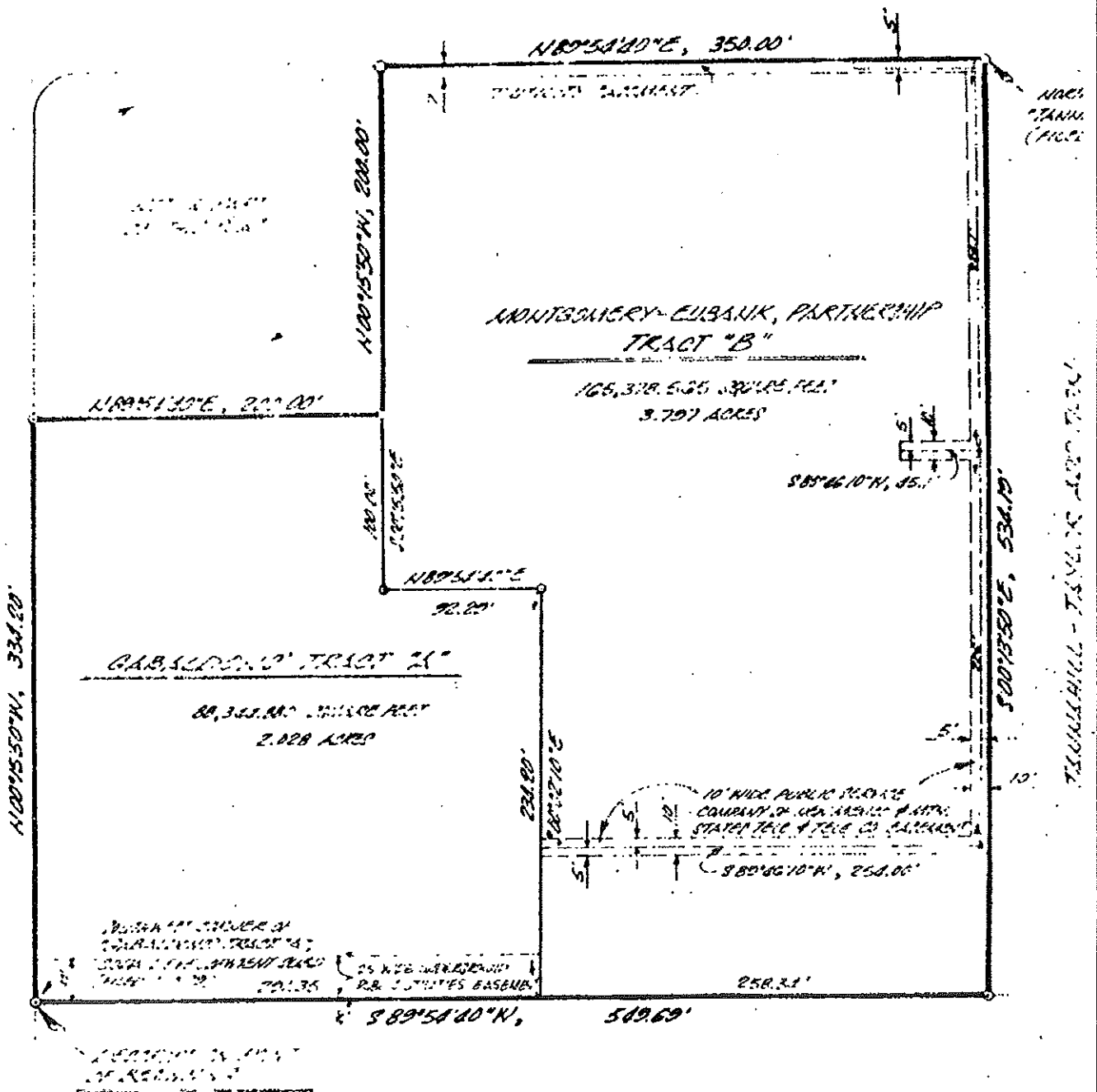
SURVEYED, REPLATTED, AND NOW BEING IDENTIFIED AS "GABALDON'S TRACT 'A'" AND "MONTGOMERY-EUBANK PARTNERSHIP TRACT 'B'", OF THE CODA DEVELOPMENT SUBDIVISION TO THE CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, WITH THE FREE CONSENT OF, AND IN ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S), THEREOF; THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S) OF THE SUBJECT PREMISES DO HEREBY AGREE AND COVENANT THAT THEY ARE BOUND BY SHOPPING CENTER PLAN PROVISIONS OF THE COMPREHENSIVE ZONING CODE. THEY FURTHER AGREE AND COVENANT THAT THEY WILL ALLOW FREE CIRCULATION OF VEHICLES AND PEDESTRIANS THROUGHOUT THE SHOPPING CENTER AREA FOR PURPOSES OF PARKING OR GOING TO AND FROM BUSINESSES. THIS AGREEMENT AND COVENANT RUNS WITH THE LAND. THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S) OF GABALDON'S TRACT "A", (AS SHOWN ON THE PLAT HEREON), DO HEREBY DEDICATE THE SOUTHWEST 25' OF SAID TRACT LETTERED "A" AS A 20' WIDE UNDERGROUND UTILITY EASEMENT.

GABALDON'S TRACT "A"

BY: OF PARTNERSHIP, INC.
(A NEW MEXICO CORPORATION)

MONTGOMERY BLVD. N.E.

EUBANK BLVD. N.E.



③ RETURN TO ALBUQUERQUE TITLE

TX # 101/03JMT

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- 9202593

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (the "Declaration") is made as of the 10th day of January, 1992, by and between CAROL & GARY, INC., a New Mexico corporation ("CGI"), and BIRD OF PARADISE, INC., a New Mexico corporation ("Paradise").

W I T N E S S E T H:

WHEREAS, Paradise is the fee simple owner of the property situated in Albuquerque, Bernalillo County, New Mexico, more particularly described in Exhibit A hereto (the "Paradise Tract") and as depicted on Exhibit E hereto;

WHEREAS, CGI is, at the time of the recordation of this Declaration, the fee simple owner of the property situated in Albuquerque, Bernalillo County, New Mexico, more particularly described in Exhibit B hereto (the "CGI Tract") and as depicted on Exhibit E hereto; and

WHEREAS, CGI and Paradise wish to establish and provide for certain covenants, perpetual cross-easements, and liens and charges with respect to the CGI Tract and the Paradise Tract that shall run with the land in perpetuity and apply to and bind the respective successors-in-interest thereto;

NOW THEREFORE, for and in consideration of the foregoing, the agreements contained in this Declaration, the benefits accruing to each of the CGI Tract and the Paradise Tract described herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

Section 1.01. For purposes of this Declaration, the following terms shall have the definitions set forth below:

Access Areas. The term "Access Areas" shall mean the portions of the Tracts designated and used by the Owners thereof from time to time for vehicular and pedestrian ingress and egress. The Access Areas shall not be deemed to include the Parking Areas.

Effective Date. The term "Effective Date" shall mean the postmark date of any notice or other communication, if mailed in accordance with the terms of this Declaration, or the actual date of delivery of any notice or other communication, if delivered by hand.

Improvements. The term "Improvements" shall mean any permanent building or structure hereafter erected on all or any portion of the Tracts. The term "Improvements" as used in this Declaration shall not be deemed to include any Pavement.

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Lender. The term "Lender" shall mean any person or entity that is the holder of a first priority security interest in or lien on all or any portion of, or any interest in, a Tract.

Owner. The term "Owner" shall mean each individual, partnership, joint venture, corporation, trust, unincorporated association, government agency, or other business entity now or hereafter holding an ownership interest in fee in all or any portion of a Tract, and their respective grantees and successors-in-interest.

Paradise Easement Area. The term "Paradise Easement Area" shall mean that portion of the Paradise Tract described on Exhibit C hereto and depicted on Exhibit E hereto.

Parking Areas. The term "Parking Areas" shall mean the one-level parking areas constructed on the Tracts, including all paving, curbs, sidewalks, signage, site lighting, and landscaping.

Pavement. The term "Pavement" shall mean any concrete or asphalt surface or other covering installed over any portion of the Parking Areas or the Access Areas.

Tract or Tracts. The term "Tract" singularly shall mean either the CGI Tract or the Paradise Tract and "Tracts" collectively shall mean both Tracts.

Work. The term "Work" shall mean any maintenance, repair, replacement, or restoration work or services performed by any Owner pursuant to this Declaration.

II. CREATION OF EASEMENTS

Section 2.01. Paradise, as grantor, hereby grants to CGI, as grantee, for the benefit of the Owner of the CGI Tract and its tenants, invitees, employees, agents, customers, and invitees of such tenants, for the benefit of and appurtenant to the CGI Tract and as a burden upon the Paradise Tract, a nonexclusive perpetual easement over, through, and across the Access Areas located on the Paradise Tract for the purpose of access, ingress, egress, and movement by vehicular and pedestrian traffic. Paradise, as grantor, also hereby grants to CGI, as grantee, for the benefit of the Owner of the CGI Tract and its tenants, invitees, employees, agents, customers, and invitees of such tenants, for the benefit of and appurtenant to the CGI Tract and as a burden upon the Paradise Tract, a nonexclusive perpetual easement over, upon, and across the Parking Areas located on the Paradise Tract for the purpose of parking automobiles, trucks, and other motor vehicles.

Section 2.02. CGI, as grantor, hereby grants to Paradise, as grantee, for the benefit of the Owner of the Paradise Tract and its tenants, invitees, employees, agents, customers, and

invitees of such tenants, for the benefit of and appurtenant to the Paradise Tract and as a burden upon the CGI Tract, a nonexclusive perpetual easement over, through, and across the Access Areas located on the CGI Tract for the purpose of access, ingress, egress, and movement by vehicular and pedestrian traffic. CGI, as grantor, also hereby grants to Paradise, as grantee, for the benefit of the Owner of the Paradise Tract and its tenants, invitees, employees, agents, customers, and invitees of such tenants, for the benefit of and appurtenant to the Paradise Tract and as a burden upon the CGI Tract, a nonexclusive perpetual easement over, upon, and across the Parking Areas located on the CGI Tract for the purpose of parking automobiles, trucks, and other motor vehicles.

Section 2.03. Paradise, as grantor, hereby grants to CGI, as grantee, for the benefit of the Owner of the CGI Tract and its tenants, invitees, employees, agents, customers, and invitees of such tenants, for the benefit of and appurtenant to the CGI Tract and as a burden upon the Paradise Easement Area, a nonexclusive perpetual easement over, upon, and across the Paradise Easement Area for the purposes of (i) installing, constructing, and maintaining one directional sign to be located in the Paradise Easement Area, (ii) ingress and egress over, upon, and across the Paradise Easement Area for such installation, construction, and maintenance activities, and (iii) installing, constructing, and maintaining across the Paradise Easement Area underground electrical lines and service to the directional sign located in the Paradise Easement Area. Paradise, as grantor, hereby also grants to CGI, as grantee, for the benefit of the Owner of the CGI Tract and its tenants, invitees, employees, agents, customers, and invitees of such tenants, for the benefit of and appurtenant to the CGI Tract and as a burden upon the Paradise Tract, a nonexclusive perpetual easement upon, over, across, and under the Paradise Tract for the purpose of (i) maintaining, repairing, replacing, and further improving or enhancing storm water drainage lines and facilities to provide drainage of storm and surface water from the CGI Tract and (ii) allowing for the sheet and surface drainage of storm and surface water from the CGI Tract.

III. MAINTENANCE

Section 3.01. Except as set forth in Section 3.02, each Owner shall, at all times, keep and maintain its respective Tract in a clean and sightly condition consistent with the character and quality of Improvements constructed on such Tract. The obligation of all Owners contained in this Section 3.01 shall include, without limitation, the obligation to:

(a) Maintain all Pavement on such Owner's Tract in a level, smooth, and evenly covered condition;

(b) Remove all papers, debris, filth, and refuse and thoroughly sweep its Tract to the extent reasonably necessary to keep such Tract in a clean and orderly condition;

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without limitation, those obligations set forth in Section 3.01 above), and any such failure continues for ten (10) days after the Effective Date of a notice from another Owner demanding such compliance, then the Owner sending the notice shall have the right to perform, at the expense of the nonperforming Owner, such Work as may be necessary to effect such compliance. Upon the completion of such Work, the performing Owner shall have the right to be reimbursed by the nonperforming Owner for all expenses it has incurred in connection with such Work within ten (10) days of the Effective Date of a written statement setting forth all such expenses. The outstanding balance of such statement shall accrue interest from and after the expiration of such ten (10) day period at the lesser of (i) the highest interest rate permitted by applicable law, or (ii) twelve percent (12%) per annum.

IV. TAXES AND LIENS

Section 4.01. Each Owner shall pay, prior to delinquency, all real and personal property taxes and assessments levied against its Tract directly to the appropriate taxing authorities.

Section 4.02. Each Owner shall keep any other Tract on which such Owner may be performing Work free and clear of all mechanic's, materialman's, and laborer's liens. Subject to Section 8.01 below, in the event any such lien or claim of lien is levied, the Owner performing such Work shall, within ten (10) days of the Effective Date of a written notice from the Owner against whose Tract such lien or claim of lien was levied, bond or discharge such lien or claim of lien.

V. AMENDMENT TO DECLARATION UPON ACQUISITION OF ADJOINING TRACT

Section 5.01. In the event that the Owner of the Paradise Tract acquires all or a portion of the Montgomery-Eubank Partnership Tract (described in Exhibit D hereto and depicted in Exhibit E hereto), such Owner shall amend this Declaration so as to provide that the easements, restrictions, and covenants set forth in this Declaration shall be made applicable to the Montgomery-Eubank Partnership Tract or portion thereof acquired.

VI. INDEMNIFICATION, INSURANCE, AND EMINENT DOMAIN

Section 6.01. Each Owner hereby indemnifies and saves the other Owner(s) harmless from and against any and all liabilities, damages, expenses, causes of action, suits, claims, or judgments (including, without limitation, attorneys' fees and court costs) arising from personal injury, death, or property damage and occurring on or from such Owner's own Tract; provided, however, if such personal injury, death, or property damage was caused by the act or negligence of another Owner (a "Responsible Owner") or the Responsible Owner is

otherwise liable therefor, then such Responsible Owner shall not be protected or held harmless by this indemnity.

Section 6.02.

(a) Each Owner agrees with the other Owner(s) to obtain and maintain in full force and effect general public liability insurance and property damage insurance against claims for personal injury, death, or property damage occurring upon, in, or about its respective Tract, the insurance to afford protection to the limit of not less than One Million and No/100 Dollars (\$1,000,000.00) for injury or death of a single person, to the limit of not less than Five Million and No/100 Dollars (\$5,000,000.00) for any one occurrence, and to the limit of not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) for property damage. Upon written request therefor, each Owner shall provide the other Owner(s) with certificates of such insurance from time to time to evidence that such insurance is in force. Such insurance may be written by an additional premises endorsement on any master policy of insurance that may cover other property in addition to the Tracts covered by this Declaration, and each insurance policy maintained by an Owner pursuant to this Section 6.02 shall name the other Owner(s) as additional insured(s). Such insurance shall provide that its coverage may not be cancelled without thirty (30) days prior written notice to the other Owner(s).

(b) Each Owner shall keep the Improvements on its Tract insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in New Mexico, with such insurance to be for the full replacement value of the insured Improvements. Upon written request therefor, each Owner shall be receive insurance certificates demonstrating compliance with the terms of this Article VI.

(c) Each Owner and its respective property insurers hereby release the other Owner(s) and their respective property insurers of and from any and all claims, demands, liabilities, or obligations whatsoever for damage to each other's property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate, or employee of the party being released, provided, however, that this release is only to the extent that such damage or loss is covered by the property insurance which the releasing Owner is obligated hereunder to carry. Each Owner shall provide, upon the written request of any other Owner, evidence that such Owner's insurance policy contains a waiver of subrogation by such Owner's property insurer.

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Section 6.03.

(a) Nothing herein shall be construed to give any Owner any interest in any award or payment made to any other Owner in connection with any exercise of eminent domain, or transfer in lieu thereof, affecting such other Owner's Tract or giving the public or any government any rights in such Tract.

(b) Nothing in this Section 6.03 shall prevent a tenant leasing any portion of a Tract from making a claim against the Owner of such portion of a Tract pursuant to the provisions of any lease between such tenant and such Owner for all or a portion of any such award or payment.

(c) Any Owner whose Tract is affected by any damage, destruction, condemnation, or taking shall have no obligations to any other Owner whatsoever to restore or rebuild all or any portion of the Improvements now or hereafter located on such Tract; provided, however, each Owner agrees that if it does not intend to restore the Improvements on its Tract after such damage, destruction, condemnation, or taking, then, within a reasonable period of time thereafter, it shall raze the Improvements located on its Tract and restore its Tract to a clean and sightly condition.

Section 6.04. The Owner of the CGI Tract, in addition to maintaining the insurance coverages required with respect to the CGI Tract pursuant to Section 6.02 above, further agrees to include under such coverages (and bear the insurance costs associated with such coverages) the Paradise Easement Area.

VII. REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION

Section 7.01. Paradise hereby represents and warrants to the Owner of the CGI Tract that (i) Paradise has the unencumbered right and authority to grant the easements established and granted by Paradise pursuant to this Declaration, and (ii) the execution of, and granting of easements pursuant to, this Declaration do not violate and are not prohibited by the terms and provisions of any of the following instruments (the "Instruments") or any other agreement, lease, instrument, or other document applicable to the Paradise Tract:

(i) Lease, dated May 17, 1982, between Paradise and Splash International;

(ii) Lease, dated February 3, 1987, between Paradise and Nobel-Sysco, Inc.;

(iii) Mortgage, dated November 24, 1980, from Albert Gabaldon and Carmen Gabaldon to American Bank of Commerce;

(iv) Warranty Deed, dated September 14, 1978, from Albert Gabaldon and Carmen Gabaldon to Paradise;

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(v) Mortgage, dated August 19, 1975, from Albert Gabaldon and Carmen Gabaldon to American Bank of Commerce;

(vi) Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated August 2, 1991, from American Seafood Partners to Stewart Title Limited as trustee for Citicorp North America, Inc.;

(vii) Conditional Assignment of Ground Lease, dated December 8, 1989, from American Seafood Partners to First National Bank in Wichita;

(viii) Contingent Assignment of Lease, dated December 27, 1989, from American Seafood Partners to Citicorp North America, Inc.;

(ix) Landlord's Consent, dated May 18, 1989, from Paradise to Citicorp North America, Inc.;

(x) Memorandum of Lease, dated November 16, 1989, between Paradise and American Seafood Partners;

(xi) Lease, dated May 6, 1988, between LJS-South Sixth, Inc., and Paradise;

(xii) Mortgage, dated November 13, 1990, from Paradise to First National Bank in Albuquerque;

(xiii) Summary Plat of Gabaldon's Tract "A" and Montgomery-Eubank Partnership Tract "B" Coda Development Subdivision, dated February 15, 1979;

(xiv) Agreement, dated August 21, 1989, among Paradise, American Seafood Partners, L.P., and Montgomery-Eubank Company, Ltd.; and

(xv) Guaranty, dated May 6, 1988, between Paradise and LJS-South Sixth, Inc.

Section 7.02. Paradise hereby agrees to indemnify, defend, save and hold the Owner of the CGI Tract harmless from and against any and all costs, losses, liabilities, damages, claims, and expenses, including, without limitation, reasonable attorney's fees, incurred by the Owner of the CGI Tract as a result of (i) the enforcement or attempted enforcement of any agreement, lease, instrument, or other document (except for the Instruments) against the Paradise Tract or the rights and easements granted with respect to the Paradise Tract pursuant to this Declaration, or (ii) the violation of any of the representations and warranties of Paradise under this Declaration.

Section 7.03. CGI hereby agrees to indemnify, defend, save and hold the Owner of the Paradise Tract harmless from and

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against any and all costs, losses, liabilities, damages, claims, and expenses, including, without limitation, reasonable attorney's fees, incurred by the Owner of the Paradise Tract as a result of (i) the enforcement or attempted enforcement of any agreement, lease, instrument, or other document against the CGI Tract or the rights and easements with respect to the CGI Tract granted pursuant to this Declaration, or (ii) the violation of any of the representations and warranties of CGI under this Declaration.

VII. NONPAYMENT OF TAXES AND INSURANCE

Section 8.01. Upon written request therefor, each Owner shall send to the other Owner(s), prior to the due dates therefor, copies of receipts for the payment of all ad valorem and other assessments and charges assessed against its Tract, or interest therein, and for the payment of all premiums on insurance policies required to be maintained by Owners hereunder.

Section 8.02. If any Owner fails to pay any such tax or assessment, as required by Section 4.01 above, prior to delinquency or any such insurance premium, as required by Section 6.01 above, prior to the due date therefor, then any other Owner may pay such tax, assessment, or premium, and, upon submission to the nonperforming Owner of a written statement demanding reimbursement together with a receipt for such payment, such performing Owner shall be entitled to reimbursement for all such amounts expended (including, without limitation, reasonable attorneys' fees) plus interest from the date of payment at the lesser of (i) the highest rate of interest permitted by applicable law or (ii) or twelve percent (12%) per annum.

IX. MISCELLANEOUS

Section 9.01. Any person or entity acquiring fee or leasehold title to any Tract (or any interest therein) shall be bound by this Declaration only as to the Tract or portion of the Tract (or interest therein) acquired by such person or entity. In addition, such person or entity shall be bound by this Declaration only during the period such person or entity is the fee or leasehold Owner of such Tract or portion thereof (or interest therein), except as to obligations, liabilities, or responsibilities that accrue during such period. Although persons or entities may be released by virtue of this Section 9.01, the easements and restrictions in this Declaration shall continue to be benefits and servitudes upon such Tracts and to run with the title thereto. In the event of a breach or threatened breach of this Declaration, only record Owners affected thereby shall be entitled to institute proceedings for full and adequate relief from the consequences of such breach or threatened breach.

Section 9.02. The easements, benefits, and obligations hereunder shall create mutual benefits and servitudes running with the title to each Tract. This Declaration shall bind and inure to the benefit of the Owners, their respective heirs, representatives, lessees, successors, and assigns.

Section 9.03. In the event of any violation or threatened violation of any provision in this Declaration by any Owner, lessee, or occupant of any portion of the Tracts, only the Owners (and not any lessee or occupant) shall have the right, in addition to any other remedies which may be available at law or in equity, to enjoin such violation or threatened violation.

Section 9.04. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Tracts to the general public or for any public purposes whatsoever, it being the intention of the Owners that this Declaration shall be strictly limited to and for the purposes herein expressed.

Section 9.05. No breach of this Declaration shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, but such limitation 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.

Section 9.06. In the event legal proceedings are brought or commenced to enforce any of the terms of this Declaration against any Owner or other person with an interest in the Tracts, the prevailing party in such action shall be entitled to receive, and shall receive from the nonperforming Owner, a reasonable sum as attorneys' fees and costs, to the extent permitted by applicable law.

Section 9.07. Unless otherwise cancelled or terminated by all Owners, this Declaration and all the easements, rights, and obligations created hereby shall remain in effect in perpetuity.

Section 9.08. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Declaration nor in any way affect the terms and provisions hereof.

Section 9.09. This Declaration constitutes the entire agreement with respect to the subject matter hereof. The Owners from time to time shall not be entitled to rely upon any statement, promise, or representation not herein expressed, and this Declaration shall not be modified or altered in any respect except by a writing executed and delivered by all Owners and any lender which is the holder of a first priority security interest in or lien on any portion of the Tracts.

Section 9.10.

(a) Every notice, demand, consent, approval, or other document or instrument required or permitted to be served upon

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or given to any Owner shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, and if addressed to the either of the parties hereto, to the following addresses:

Carol & Gary, Inc.:
1451 Elm Hill Pike
Suite 311
Nashville, Tennessee 37211

Bird of Paradise, Inc.:
9800 Montgomery Blvd. NE
Albuquerque, New Mexico 87111

Any person or entity that becomes an Owner after the date of this Declaration shall notify the then existing Owners of such new Owner's address for notices in the manner prescribed by this Section 9.10(a).

(b) If a Lender has heretofore sent a written notice to an Owner that expressly states that it is the holder of a security interest in or lien on all or a portion of a Tract, describes the nature of the security interest or lien, and sets forth the name and address of such Lender, then until such Owner receives a written notice to the contrary from such Lender, such Owner shall send to such Lender copies of all notices it sends, pursuant to Section 9.10(a) above, to any other Owner hereto.

Section 9.11. Each Owner agrees with the other Owners that all mortgages, deeds of trust, deeds to secure debt, and other encumbrances placed upon each Owner's Tract for the purpose of constructing, or financing the ownership of, the Improvements thereon shall be senior and superior to any lien or charge created by this Declaration, provided, however, that any person or entity foreclosing any such mortgage, deed of trust, deed to secure debt, or other encumbrance, or acquiring title to a Tract or portion thereof by deed in lieu of foreclosure, shall acquire title to the Tract or portion thereof subject to all of the terms of this Declaration.

Section 10. Nothing contained in this Declaration and no action by the Owners will be deemed or construed by the Owners or any third person to create a relationship of principal and agent or partnership or joint venture or any association between the Owners.

Section 11. Time is the essence of this Declaration.

Section 12. This Declaration may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute but one

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and the same instrument and shall become effective only upon execution of one or more of such counterparts by each of the Owners.

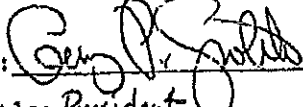
Section 13. The captions in this Declaration are for convenience only and do not constitute a part of the provisions hereof.

Section 14. In the event any of the provisions, or portions thereof, of this Declaration are held to be unenforceable or invalid by any court, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

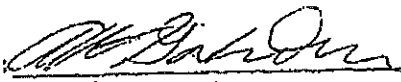
Section 15. When required by context, the singular shall include the plural and the neuter gender shall include a person, corporation, firm, association, or other business arrangement.

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

CAROL & GARY, INC.

By: 
Title: President

BIRD OF PARADISE, INC.

By: 
Title: President

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

92 JAN 10 PM 12:50

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OK BY CLERK
GLADYS H. DAVIS
CO CLERK & RECORDER


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STATE OF TENNESSEE)
COUNTY OF Davidson) ss:

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Before me, a notary public (or justice of the peace, etc.), in and for said county, personally appeared GARY P. SPOLETA, known to me to be the person who, as President (or other proper officer) of CAROL & GARY, INC., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; that he was duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal (if officer has seal), at Nashville, this 2nd day of JANUARY, 1991. 92

Phyllis Spencer
Notary Public

My Commission Expires: 11-26-94

STATE OF New Mexico)
COUNTY OF Bernalillo) ss:

Before me, a notary public (or justice of the peace, etc.), in and for said county, personally appeared Albert Gabaldon, known to me to be the person who, as President (or other proper officer) of BIRD OF PARADISE, INC., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; that he was duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal (if officer has seal), at Albuquerque, this 8 day of November, 1991.

W. C. Val
Notary Public

My Commission Expires: 2/8/95

0005125

CONSENT AND SUBORDINATION

The undersigned United New Mexico Bank at Albuquerque, as the mortgagee under the Mortgages of record in Book MD399A, Page 506 as Document Number 80-68683, and Book MD109A, Page 818 as Document Number 80516, in the Office of the County Clerk of Bernalillo County, New Mexico (such Mortgages, as hereafter modified or amended, are hereinafter referred to as the "United Mortgages"), which encumber the Paradise Tract as defined in the foregoing Declaration, hereby consents to the execution of the foregoing Declaration by Bird of Paradise, Inc., subordinates its interests under such United Mortgages to the foregoing Declaration, and agrees that the exercise of any rights and remedies of the undersigned under such United Mortgages, including but not limited to foreclosure or acceptance of a deed in lieu of foreclosure, shall not extinguish, disturb, or impair the easements, rights, and privileges afforded under the foregoing Declaration to the Owner of the CGI Tract as defined therein.

UNITED NEW MEXICO BANK AT
ALBUQUERQUE

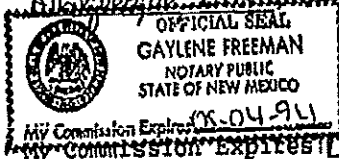
By: [Signature]

Title: SENIOR VICE PRESIDENT

STATE OF New Mexico)
COUNTY OF Bernalillo) ss:

Before me, a notary public (or justice of the peace, etc.), in and for said county, personally appeared Gary P. Williams, known to me to be the person who, as SVP (or other proper officer) of UNITED NEW MEXICO BANK AT ALBUQUERQUE, the bank which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said bank as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said bank; that he was duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said bank.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal (if officer has seal), at Albuquerque, New Mexico this 14 day of November, 1991.



Gaylene Freeman
Notary Public

0005120

CONSENT AND SUBORDINATION

The undersigned First National Bank in Albuquerque, as the mortgagee under the Mortgage of record in Book BCR90-18, Page 5891 as Document Number 90-88244, as modified by Revision Agreement of record in Book BCR91-1, Page 1150 as Document Number 91-41703, in the Office of the County Clerk of Bernalillo County, New Mexico (such Mortgage, as so modified and as hereafter modified or amended, is hereinafter referred to as the "FNB Mortgage"), which encumbers the Paradise Tract as defined in the foregoing Declaration, hereby consents to the execution of the foregoing Declaration by Bird of Paradise, Inc., subordinates its interests under such FNB Mortgage to the foregoing Declaration, and agrees that the exercise of any rights and remedies of the undersigned under such FNB Mortgage, including but not limited to foreclosure or acceptance of a deed in lieu of foreclosure, shall not extinguish, disturb, or impair the easements, rights, and privileges afforded under the foregoing Declaration to the Owner of the CGI Tract as defined therein.

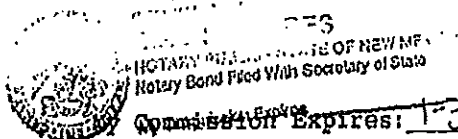
FIRST NATIONAL BANK IN
ALBUQUERQUE

By [Signature]
Title Asst. Vice President

STATE OF NM)
COUNTY OF Bernalillo) ss:

Before me, a notary public (or justice of the peace, etc.), in and for said county, personally appeared [Signature] known to me to be the person who, as AVP (or other proper officer) of FIRST NATIONAL BANK IN ALBUQUERQUE, the bank which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said bank as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said bank; that he was duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said bank.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal (if officer has seal), at Albuquerque, this 8th day of November, 1991.



[Signature]
Notary Public
My Commission Expires _____

0005127

SCHEDULE OF EXHIBITS

Exhibit A	Paradise Tract Property Description
Exhibit B	CGI Tract Property Description
Exhibit C	Paradise Easement Area Description
Exhibit D	Montgomery-Eubank Partnership Tract
Exhibit E	Site Plan

3353P/09-03-91

EXHIBIT AParadise Tract

A certain Tract of land situate within Section 4, Township 10 North, Range 4 East of the New Mexico Principal Meridian, Bernalillo County, New Mexico, being and comprising all of Cabaldons' Tract "A" as such tract is shown and so designated on the Plat of Cabaldons' Tract "A" filed in the office of the Bernalillo County Clerk on January 10, 1979, Vol C14, Folio 89, and being more particularly described as follows:

Beginning at the northwest corner of the tract herein described, whence, ACS Monument "M-1A" bears N45°30'23"E, 355.82 feet and running; thence,

S89°13'41"E, 200.00 feet to the northeast corner; thence,

S00°35'49"W, 100.00 feet; thence,

S89°13'41"E, 92.29 feet; thence,

S00°49'29"W, 234.20 feet to the southeast corner; thence,

N89°13'41"W, 291.35 feet to the southwest corner, being a point on the easterly right-of-way of Eubank Blvd NE; thence, following said right-of-way,

N00°35'49"E, 334.20 feet to the northwest corner and point of beginning of the tract herein described and containing 2.0281 acres (88,346 Sq. Ft.) more or less.

Excluding the following tract:

Beginning at the southwest corner of the portion hereon being described, from whence the southwest corner of said Tract "A" bears S00°15'50"E, 25.00 feet,

Thence N00°15'50"W, 220.00 feet along the west line of said Tract "A" to the northwest corner of the portion hereon being described; thence,

N89°56'10"E, 90.00 feet to the northeast corner of the portion hereon being described; thence,

S00°15'50"E, 220.00 feet to the southeast corner of the portion hereon being described; thence,

S89°56'10"W, 90.00 feet to the point of beginning, and containing 0.4545 acres, more or less.

0005129

EXHIBIT B

CGI Tract

A certain tract of land situate within Section 4, Township 10 North, Range 4 East of the New Mexico Principal Meridian, Bernalillo County, New Mexico, being and comprising "Lot 1-A" as such lot is shown and so designated on the Plat of American Bank of Commerce Lot 1-A, filed in the office of the Bernalillo County Clerk on March 5, 1979, Vol C-14, Folio 131, and being more particularly described as follows:

Beginning at the northeast corner of the tract herein described, whence A.C.S. Monument "M-1A" bears N44°49'12"E 73.42 feet and running; thence,

S00°35'49"W, 200.00 feet to the southeast corner (a found #4 rebar in the asphalt); thence,

N89°13'41"W 200.00 feet to the southwest corner (a found #5 rebar) and being a point on the easterly right-of-way of Eubank Blvd NE; thence, following said right of way,

N00°35'49"E, 174.92 feet to a point of curvature; thence, leaving the easterly right-of-way of Eubank Blvd NE,

Northeasterly, 39.35 feet along the arc of a curve bearing to the right, said arc having a radius of 25.00 feet and a delta of 90°10'34" to a point of tangency, being a point on the southerly right-of-way of Montgomery Blvd NE, and following said right-of-way,

S89°13'41"E, 174.92 feet to the northeast corner and point of beginning of the tract herein described and containing 0.9152 of an acre (39,864 Sq. Ft.) more or less.

0005130

EXHIBIT C

Paradise Easement Area

A certain tract of land situate within Section 4, Township 10 North, Range 4 East of the New Mexico Principal Meridian, Bernalillo County, New Mexico comprising of the northerly 94 feet of Gabaldons' Tract "A", as such tract is shown and so designated on Plat of Gabaldons' Tract "A", filed in the office of the Bernalillo County Clerk on January 10, 1979, Vol. C14, Folio 89, and being more particularly described as follows:

Beginning at the northwest corner of the tract described, said point being the northwest corner of the above-mentioned Gabaldons' Tract "A", whence, ACS Station "M-1A" bears N45°30'23"E, 355.82 feet, and running; thence,

S89°13'41"E, 200.00 feet to the northeast corner; thence,

S00°35'49"W, 94.00 feet to the southeast corner; thence,

N89°13'41"W, 110.00 feet; thence,

N00°35'49"E, 4.76 feet; thence,

N89°12'11"W, 90.00 feet to the southwest corner, a point on the easterly right-of-way of Eubank Blvd NE; thence, following said right-of-way,

N00°35'49"E, 89.20 feet to the northwest corner and point of beginning of the tract herein described and containing 0.4217 acres (18,370 Sq. Ft.) more or less.

EXHIBIT D

0005131

Montgomery-Eubank Partnership Tract

A certain tract of land situate within Section 4, Township 10 North, Range 4 East of the New Mexico Principal Meridian, Bernalillo County, New Mexico, being and comprising Tract "B" of the Montgomery-Eubank Partnership, as such tract is shown and so designated on the Summary Plat filed February 26, 1980, Vol. C-16, Folio 87, and being more particularly described as follows:

Beginning at the northwest corner of the tract herein described, whence, A.C.S. Monument "M-1A" bears N44°49'12"E, 73.42 feet, and running along the southerly right-of-way of Montgomery Blvd. NE; thence,

S89°13'41"E, 350.00 feet to the northeast corner; thence, leaving the southerly right-of-way of Montgomery Blvd. NE,

S00°37'49"W, 534.19 feet to the southeast corner; thence,

N89°13'41"W, 258.34 feet to the southwest corner; thence,

N00°49'29"E, 234.20 feet; thence,

N89°13'41"W, 92.29 feet; thence,

N00°35'49"E, 300.00 feet to the northeast corner and point of beginning of the tract herein described and containing 3.7966 acres (165,380 Sq. Ft.) more or less.

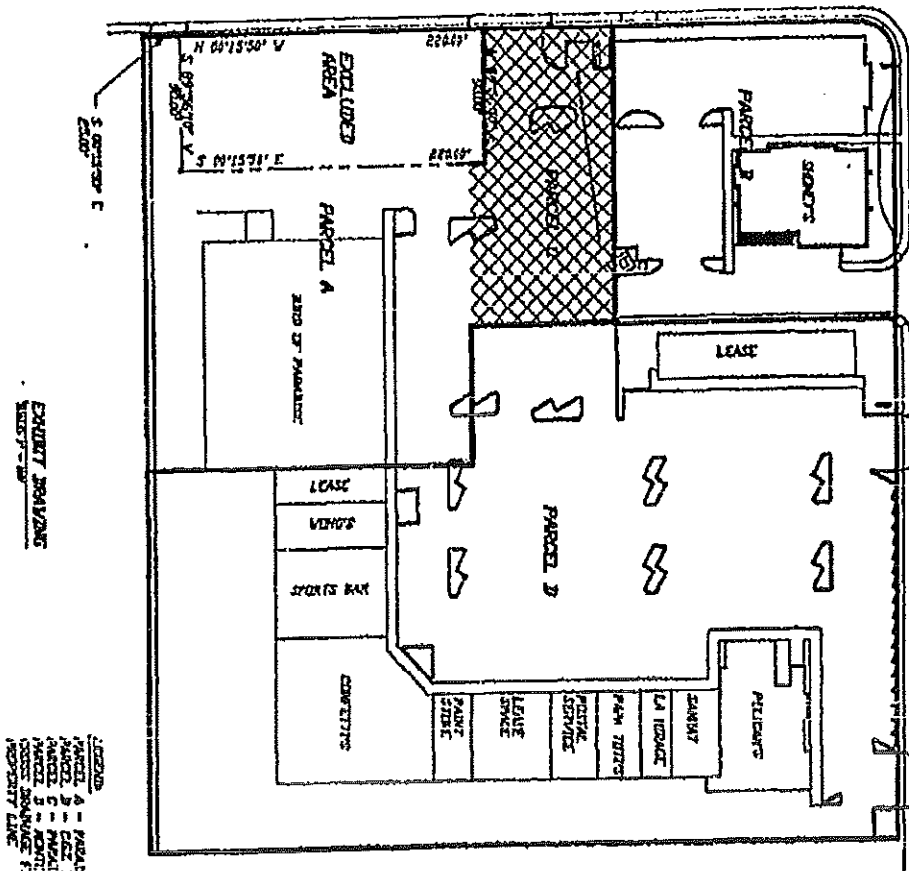
EXHIBIT E

SITE PLAN

0005132

EUBANK BOULEVARD NE

MONTGOMERY BOULEVARD NE



DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS ("Declaration") is made effective the 21st day of APRIL, 1998, by and between MONTGOMERY-EUBANK COMPANY, LTD., a New Mexico Limited Partnership ("MONTGOMERY-EUBANK") and BIRD OF PARADISE, INC., a New Mexico Corporation ("BIRD OF PARADISE").

WHEREAS, MONTGOMERY-EUBANK is the owner of the following described real property located in the County of Bernalillo, State of New Mexico, to-wit:

Tract "B" as shown and designated on the SUMMARY PLAT OF GABALDON'S TRACT "A" AND MONTGOMERY-EUBANK, PARTNERSHIP TRACT "B" CODA DEVELOPMENT SUBDIVISION, the plat thereof being recorded February 26, 1980 in the office of the County Clerk of Bernalillo County, New Mexico in Volume C16, folio 87.

("Tract B"); and

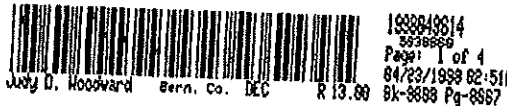
WHEREAS, BIRD OF PARADISE is the owner of the following described real property adjoining Tract B to the west, and more particularly described as follows:

Tract "A" as shown and designated on the SUMMARY PLAT OF GABALDON'S TRACT "A" AND MONTGOMERY-EUBANK, PARTNERSHIP TRACT "B" CODA DEVELOPMENT SUBDIVISION, the plat thereof being recorded February 26, 1980 in the office of the County Clerk of Bernalillo County, New Mexico in Volume C16, folio 87.

("Tract A"); and

WHEREAS, the parties desire to provide for reciprocal ingress and egress easements across their respective tracts.

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NOW THEREFORE:

1. BIRD OF PARADISE hereby grants to MONTGOMERY-EUBANK for the benefit of the owner of Tract B, and its tenants, invitees, employees, agents, customers and invitees of such tenants, for the benefit of and appurtenant to Tract B and as a burden upon Tract A, a non-exclusive perpetual easement over, through, and across the "access areas" (hereinafter defined) located on Tract A for the purpose of access, ingress, egress and movement by vehicular and pedestrian traffic to and from Tract B.

2. MONTGOMERY-EUBANK hereby grants to BIRD OF PARADISE for the benefit of the owner of Tract A, and its tenants, invitees, employees, agents, customers and invitees of such tenants, for the benefit of and appurtenant to Tract A and as a burden upon Tract B, a non-exclusive perpetual easement over, through, and across the access areas located on Tract B for the purpose of access, ingress, egress and movement by vehicular and pedestrian traffic to and from Tract A.

3. Access areas shall mean the portions of each Tract designated and used by the owners thereof from time to time for vehicular and pedestrian ingress and egress; each owner may change the access areas on said owners' Tract, provided, at all times, reasonable access, ingress and egress is provided for the benefit of the other Tract.

4. The owner of each Tract shall maintain the access areas on said owners' Tract at said owners' sole cost and expense.

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5. The parties specifically acknowledge and agree that the access areas on Tract A for the benefit of Tract B shall be to and from Eubank Boulevard, N.E. and that the access areas on Tract B for the benefit of Tract A shall be to and from Montgomery Boulevard, N.E.

6. Each owner agrees to obtain and maintain in full force and effect general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its respective Tract, the insurance to afford protection to the limit of not less than \$1,000,000.00 in the aggregate. Each insurance policy required to be maintained pursuant to this paragraph shall name the other owner as an additional insured and shall provide that coverage may not be canceled without thirty (30) days prior written notice to the other owner. Each owner agrees to provide the other owner a copy of the certificate of insurance upon request.

7. MONTGOMERY-EUBANK hereby waives any and all prescriptive rights it now has as to Tract A.

8. BIRD OF PARADISE hereby waives any and all prescriptive rights it now has as to Tract B.

9. In the event the provisions of this Declaration are required to be enforced by judicial proceedings, the prevailing party or parties shall be entitled to reasonable attorney's fees and court costs from the non-prevailing party.

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Judy D. Woodward Barn. Co. DEC

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10. This Declaration shall be binding upon the undersigned, their successors and assigns in all respects and shall be deemed to run with the land forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first above written.

MONTGOMERY-EUBANK COMPANY, LTD.,
a New Mexico Limited Partnership

By: [Signature]

Its: Gen Partner

BIRD OF PARADISE, INC.,
a New Mexico Corporation

By: [Signature]

Its: V-P

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on APRIL 23, 1998, by GENE E. HINKLE, GENERAL PARTNER of MONTGOMERY-EUBANK COMPANY, LTD., a New Mexico Limited Partnership.

MY COMMISSION EXPIRES:
1/19/99

[Signature]
NOTARY PUBLIC

JULIE H. BUCKALEW
NOTARY PUBLIC STATE OF NEW MEXICO

My commission expires 1/19/99

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on APRIL 21, 1998, by RICHARD A. GABALDON, VICE PRESIDENT of BIRD OF PARADISE, INC., a New Mexico Corporation.

MY COMMISSION EXPIRES:
Oct. 31, 1998

[Signature]
NOTARY PUBLIC

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PARTY WALL AGREEMENT

THIS AGREEMENT is entered into effective the 21ST day of APRIL, 1998, by and between MONTGOMERY-EUBANK COMPANY, LTD., a New Mexico Limited Partnership ("MONTGOMERY-EUBANK") and BIRD OF PARADISE, INC., a New Mexico Corporation ("BIRD OF PARADISE").

WHEREAS, MONTGOMERY-EUBANK is the owner of the following described real property located in the County of Bernalillo, State of New Mexico, to-wit:

Tract "B" as shown and designated on the SUMMARY PLAT OF GABALDON'S TRACT "A" AND MONTGOMERY-EUBANK, PARTNERSHIP TRACT "B" CODA DEVELOPMENT SUBDIVISION, the plat thereof being recorded February 26, 1980 in the office of the County Clerk of Bernalillo County, New Mexico in Volume C16, folio 87.

("Tract B"); and

WHEREAS, BIRD OF PARADISE is the owner of the following described real property adjoining Tract B to the west, and more particularly described as follows:

Tract "A" as shown and designated on the SUMMARY PLAT OF GABALDON'S TRACT "A" AND MONTGOMERY-EUBANK, PARTNERSHIP TRACT "B" CODA DEVELOPMENT SUBDIVISION, the plat thereof being recorded February 26, 1980 in the office of the County Clerk of Bernalillo County, New Mexico in Volume C16, folio 87.

("Tract A"); and

WHEREAS, shopping center improvements have been built on both Tract A and Tract B which adjoin each other and have a narrow air space between the walls on the property line; and

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Judy D. Woodward Bern. Co. REC

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WHEREAS, the parties desire to provide for easements on each others Tract for maintenance of the walls.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. MONTGOMERY-EUBANK hereby grants an easement on Tract B for BIRD OF PARADISE, as owner of Tract A, to maintain, repair or rebuild the wall on Tract A which adjoins the wall of Tract B to the extent the use of Tract B is reasonably necessary for such maintenance, repair or rebuilding.

2. BIRD OF PARADISE as owner of Tract A agrees to repair all damage to Tract B by reason of its exercising the easement on Tract B and agrees to indemnify and hold MONTGOMERY-EUBANK, as owner of Tract B, harmless from all claims related to its use of the easement on Tract B.

3. BIRD OF PARADISE hereby grants an easement on Tract A for MONTGOMERY-EUBANK, as owner of Tract B, to maintain, repair or rebuild the wall on Tract B which adjoins the wall of Tract A, to the extent the use of Tract A is reasonably necessary for such maintenance, repair or rebuilding.

4. MONTGOMERY-EUBANK as owner of Tract B agrees to repair all damage to Tract A by reason of its exercising the easement on Tract A and agrees to indemnify and hold BIRD OF PARADISE, as owner of Tract A, harmless from all claims related to its use of the easement on Tract A.

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Judy D. Woodward Bern. Co. AGRE R 13.88

5. In the event either owner fails to commence rebuilding the wall on its Tract within three (3) months after the destruction or removal thereof, the easement on the adjoining Tract will be deemed to terminate.

6. To the extent, if at all, §56-7-1 N.M.S.A. 1978 is applicable to this Agreement, no indemnity obligation provided in this Agreement will extend to any liability, claims, damages, losses or expenses, including attorney's fees relating to the construction, installation, alteration, modification, repair, maintenance, servicing, demolition, excavation, drilling, reworking, grading, paving, clearing, site preparation or development of any real property or of any improvement on, above or under real property and arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications by the indemnitee, or the agents or employees of the indemnitee, or (ii) the giving or the failure to give directions or instructions by the indemnitee, or the agents or the employees of the indemnitee where the giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

7. In the event any of the parties to this Agreement is required to enforce the provisions hereof by judicial proceedings, the prevailing party or parties shall be entitled to reasonable attorney's fees and court costs from the non-prevailing party or parties.

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8. This Agreement shall be deemed to run with the land forever and shall be binding upon the undersigned, their successors and assigns in all respects.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands effective the date first hereinabove set forth.

MONTGOMERY-EUBANK COMPANY, LTD.,
a New Mexico Limited Partnership

By: [Signature]

Its: [Signature]

BIRD OF PARADISE, INC.,
a New Mexico Corporation

By: [Signature]

Its: V-P



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Judy D. Woodward Bern. Co. AGRE R 13.08

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on APRIL
23, 1998, by GENE E. HINKLE GENERAL PARTNER of
MONTGOMERY-EUBANK COMPANY, LTD., a New Mexico Limited Partnership.

MY COMMISSION EXPIRES:
1/19/99

[Signature]
NOTARY PUBLIC JULIE H. TSJCKALEW

NOTARY PUBLIC STATE OF NEW MEXICO

My commission expires 1/19/99

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on APRIL
21, 1998, by RICHARD A. CABALDON, VICE PRESIDENT of
BIRD OF PARADISE, INC., a New Mexico Corporation.

MY COMMISSION EXPIRES:
Oct. 30, 1998

[Signature]
NOTARY PUBLIC