

87197039

FIFTH AMENDMENT TO DECLARATION  
OF EASEMENTS WITH COVENANTS  
AND RESTRICTIONS AFFECTING LAND (ECR)

001 5014

Ym

This Fifth Amendment to Declaration of Easements with Covenants and Restrictions Affecting Land ("ECR") is made effective as of the 1st day of May, 1997, by and among the City of Albuquerque, New Mexico, a municipal corporation, ("Owner"); Arby's Partnership; Susa Partnership, L.P.; South Coors Limited Partnership; Werner Kindermann, a resident of Weinheim, Federal Republic of Germany; Giant Industries, Inc.; and Westland Development Co., Inc., a New Mexico corporation, and amends that certain Declaration of Easements With Covenants and Restrictions Affecting Land (ECR), recorded in the Bernalillo County New Mexico real estate records on July 18, 1986, in Book Misc. 373A, pages 732-758 (hereinafter referred to as "Declarations"), which was amended and restated by that certain First Amendment to Declaration of Easements With Covenants and Restrictions Affecting Land (ECR) (hereinafter referred to as "First Amendment"), recorded in the Bernalillo County, New Mexico real estate records on August 29, 1986, in Book Misc. 389A, pages 506-535, and which was amended by that certain Second Amendment to Declaration of Easements With Covenants and Restrictions Affecting Land (hereinafter referred to as "Second Amendment"), recorded in the Bernalillo County, New Mexico real estate records on October 23, 1991, in Book BCR 91-18, pages 7805-7808, and which was amended by that certain Third Amendment to Declaration of Easements With Covenants and Restrictions Affecting Land (hereinafter referred to as "Third Amendment"), recorded in the Bernalillo County, New Mexico real estate records on October 25, 1993, in Book BCR 93-29, pages 9337-9347 and re-recorded on February 4, 1994, in Book BCR 94-4, pages 9146-9158 and which was amended by that certain Fourth Amendment to Declaration of Easements With Covenants and Restrictions Affecting Land (hereinafter referred to as "Fourth Amendment"), recorded in the Bernalillo County, New Mexico real estate records on August 27, 1996 in Book BCR 96-23,

001 5918 5915  
pages 5132-5146. All documents referred to hereinabove will be referred collectively to in this Fifth Amendment as "ECR"; all references to ECR paragraphs contained herein refer to the paragraph numbers of the First Amendment.

RECITALS

- A. Owner is the owner of the property described in Exhibit "A" attached hereto and incorporated herein (hereafter referred to as "Tract D-1A") and Tract A-2 described on Exhibit "C" attached hereto and incorporated herein.
- B. Arby's Partnership is the owner of Tract D-2 described on Exhibit "B" attached hereto and incorporated herein.
- C. Susa Partnership, L.P. is the owner of Tract A-1A-1 described on Exhibit "C" attached hereto and incorporated herein.
- D. South Coors Limited Partnership is the owner of Tracts A-1A-2, A-1A-3 described on Exhibit "C" attached hereto and incorporated herein and Tracts D-1 and E-1 referenced in the ECR.
- E. Werner Kiudermann is the owner of Tracts B-1A and B-1B described on Exhibit "C" attached hereto and incorporated herein.
- F. Giant Industries, Inc. is the owner of Tract C-1A described on Exhibit "C" attached hereto and incorporated herein.
- G. Westland Development Co., Inc. is the owner of Tract F described on Exhibit "C" attached hereto and incorporated herein.

NOW, THEREFORE, the parties agree to further amend the ECR as follows:

- 1. Paragraph 4 of the Fourth Amendment, set forth on page 3 of said Fourth Amendment, is hereby deleted in its entirety and is of no further force and effect.
- 2. The ECR and all of the amendments thereto, including, without limitation, the Fourth Amendment, this Fifth Amendment and any future amendments, shall not alter, amend,

9.1 5916

modify or in any manner whatsoever affect that certain Declaration of Covenants and Restrictions made by First Security Bank of New Mexico, N.A., encumbering Tract D-1A for the benefit of Tract B-1A and Tract B-1B, dated as of August 1, 1996, and recorded in the real estate records of Bernalillo County, New Mexico on August 27, 1996 in Book BCR 96-23, pages 5147-5152 (the "Declaration of Covenants and Restrictions"), it being confirmed by the parties that the Declaration of Covenants and Restrictions has at all times, is and shall hereafter continue to be in full force and effect as a declaration independent and separate from the ECR.

3. Except as modified herein the ECR shall remain in full force and effect.
4. This agreement may be executed simultaneously in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

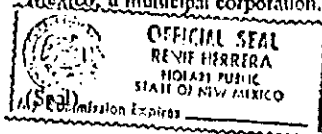
CITY OF ALBUQUERQUE, NEW MEXICO  
a municipal corporation.

By [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW MEXICO )  
COUNTY OF Bernalillo )

ss.

This instrument was acknowledged before me on December 19, 1997, by Lawrence Rael as Chief Administrative Officer of the City of Albuquerque, New Mexico, a municipal corporation.



[Signature]  
Notary Public

My commission expires:

1/3/98

(Signatures continued on the next page)

Doc 5917

ARBY'S PARTNERSHIP,

a

By

Name:

Title:

Allen R. Helms  
Manager General Partner  
Arby's Partnership

8/30/97

STATE OF New Mexico )

COUNTY OF Bernalillo )

ss.

This instrument was acknowledged before me on Aug 30, 1997, by  
Allen R. Helms as Manager General Partner of Arby's Partnership.



NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires April 2000

Jackie Sierra  
Notary Public

(Seal)

My commission expires:

April 1, 2000

[Signatures continued on the next page]

5918

SUSA PARTNERSHIP, L.P.,  
a Tennessee limited partnership

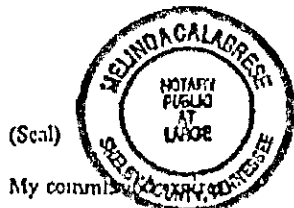
BY: STORAGE USA, INC., its general partner

By Morris J. Kriger  
Name: Morris J. Kriger  
Title: Executive Vice President

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

ss.

This instrument was acknowledged before me on October 6, 1997, by  
Morris J. Kriger as Exec. Vice President of Storage USA, Inc., general partner of  
Susa Partnership, L.P.



Melinda Calabrese  
Notary Public

[Signatures continued on the next page]

01:5919

SOUTH COORS LIMITED PARTNERSHIP,  
a New Mexico limited partnership

BY: WADE INVESTMENTS COMPANY,  
its General Partner

By Robert W. Eaton  
Name: Robert W. Eaton  
Title: President

STATE OF New Mexico )  
COUNTY OF Bernalillo )

ss.

This instrument was acknowledged before me on Sept 23<sup>rd</sup>, 1997, by  
ROBERT W. EATON as PRESIDENT of Wade Investment Company, general  
partner of South Coors Limited Partnership.

Anita Kozlowski  
Notary Public

(Sent)

My commission expires:

5/17/98



OFFICIAL SEAL  
ANITA KOZLOWSKI  
NOTARY PUBLIC - STATE OF NEW MEXICO  
Notary Public Filed with Secretary of State  
My Commission Expires \_\_\_\_\_

[Signatures continued on the next page]

01:5920

Werner Kindermann by John M. Retting  
WERNER KINDERMANN attorney-in-fact

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

ss.

On the 13<sup>th</sup> day of May, 1997, before me personally came John M. Retting, to me known to be the attorney-in-fact of Werner Kindermann, the individual described in and who by his said attorney-in-fact executed the foregoing instrument, and duly acknowledged before me that he executed the same as the act and deed of Werner Kindermann, therein described, and for the purpose therein mentioned, by virtue of a power-of-attorney duly executed by Werner Kindermann, dated March 8, 1996, and recorded in the Office of the Clerk of the County of Bernalillo, New Mexico on April 15, 1996.

John M. Retting  
Notary Public

JOHN M. LONGOBARDI  
NOTARY PUBLIC, State of New York  
No. 31-5011418  
Qualified in New York County  
Commission Expires April 18, 1997

[Signatures continued on the next page]

0115024 5921

ARIZONA  
GIANT INDUSTRIES, INC.  
an Arizona Corporation  
(fka Giant Industries, Inc.)

By [Signature]  
Name: John Hooper  
Title: DIRECTOR, REGIONAL DEVELOPMENT

STATE OF Arizona )  
COUNTY OF Maricopa )

53.

This instrument was acknowledged before me on Sept 8, 1997, by  
John Hooper as Director, Regional Development of Giant Industries, Inc.



[Signature]  
Notary Public

My commission expires:

2-1-2000

(Signatures continued on the next page)

0015828 5922

WESTLAND DEVELOPMENT CO., INC.,  
a New Mexico corporation

By Barbara Page  
Name: Westland Dev Co Inc  
Title: President & CEO

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

This instrument was acknowledged before me on October 17, 1997, by  
Barbara Page as President & CEO of Westland Development Co., Inc., a New  
Mexico corporation.

Robert S. Simon  
Notary Public

My commission expires  
OFFICIAL SEAL  
ROBERT S. SIMON  
NOTARY PUBLIC STATE OF NEW MEXICO  
Notary Bond filed with Secretary of State  
My Commission Expires May 15, 1998

0115923

Exhibit "A"

Tract D-1A, Coors Central North, as shown on the plat thereof recorded July 25, 1991, as Document No. 91-060937, Book 91C, Page 154, records of Bernalillo County, New Mexico.

06:5924

Exhibit "B"

Tract D-4A, Coors Central North, as shown on the plat thereof recorded July 25, 1991, as Document No. 91-060937, Book 91C, Page 154, records of Bernalillo County, New Mexico.

0005925

Exhibit "C"

Tract A-1A-1, Hubbell Plaza, as shown on the replat thereof recorded on June 4, 1992, as Document No. 92-053187, Book 92C, Page 108, records of Bernalillo County, New Mexico.

Tract A-1A-2, Hubbell Plaza, as shown on the replat thereof recorded on June 4, 1992, as Document No. 92-053187, Book 92C, Page 108, records of Bernalillo County, New Mexico.

Tract A-1A-3, Hubbell Plaza, as shown on the replat thereof recorded on June 4, 1992, as Document No. 92-053187, Book 92C, Page 108, records of Bernalillo County, New Mexico.

Tract A-2, Hubbell Plaza, as shown on the replat thereof recorded on September 29, 1987, as Document No. 87-101431, Book C34, Page 166, records of Bernalillo County, New Mexico.

Tract B-1A, Hubbell Plaza, as shown on the replat thereof recorded on November 24, 1987, as Document No. 87-119915, Book C35, Page 47, records of Bernalillo County, New Mexico.

Tract B-1B, Hubbell Plaza, as shown on the replat thereof recorded on November 24, 1987, as Document No. 87-119915, Book C35, Page 47, records of Bernalillo County, New Mexico.

Tract C-1A, Hubbell Plaza, as shown on the replat thereof recorded on June 5, 1989, as Document No. 89-049216, Book C39, Page 66, records of Bernalillo County, New Mexico.

Tract F, Hubbell Plaza, as shown on the plat thereof recorded on August 15, 1986, as Document No. 86-076580, Book C31, Page 75, records of Bernalillo County, New Mexico.

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD

1997 DEC 30 PM 2:17

EX-9736 PG 5914-5925  
JUL 11 1998  
CO. CLERK, BERNALILLO COUNTY

*Dr. [Signature]*

96095287

5132

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①

FOURTH AMENDMENT TO DECLARATION  
OF EASEMENTS WITH COVENANTS  
AND RESTRICTIONS AFFECTING LAND (ECR)

This Fourth Amendment to Declaration of Easements with Covenants and Restrictions Affecting Land ("ECR") is made effective as of the 16<sup>th</sup> day of August, 1996, by and among First Security Bank of New Mexico, N.A. ("Owner"); Arby's Partnership; Susa Partnership, L.P., d/b/a Storage, USA; South Coors Partnership; The City of Albuquerque, New Mexico; Werner Kindermann ("Kindermann"); Giant Industries, Inc.; and Westland Development Co., Inc., a New Mexico corporation, and amends that certain Declaration of Easements With Covenants and Restrictions Affecting Land (ECR) recorded in the Bernalillo County New Mexico real estate records on July 18, 1986, in Book Misc. 373A, pages 732-758 (hereinafter referred to as "Declarations"), which was amended and restated by that certain First Amendment to Declaration of Easements With Covenants and Restrictions Affecting Land (ECR) (hereinafter referred to as "First Amendment") recorded in the Bernalillo County, New Mexico real estate records on August 29, 1986, in Book Misc. 389A, pages 506-535, and which was amended by that certain Second Amendment to Declaration of Easements With Covenants and Restrictions Affecting Land (hereinafter referred to as "Second Amendment") recorded in the Bernalillo County, New Mexico real estate records on October 23, 1991, in Book BCR 91-18, pages 7805-7808, and which was amended by that certain Third Amendment to Declaration of Easements With Covenants and Restrictions Affecting Land (hereinafter referred to as "Third Amendment") recorded in the Bernalillo County, New Mexico real estate records on October 25, 1993, in Book BCR 93-29, pages 9337-9347 and re-recorded on February

PAGE 11-34957 CLOSER VULNERABLE PG

4, 1994, in Book BCR 94-4, pages 9146-9158. All documents referred to hereinabove will be referred collectively to in this Fourth Amendment as "ECR"; all references to ECR paragraphs contained herein refer to the paragraph numbers of the First Amendment.

RECITALS

1. Owner is the owner of the property described in Exhibit "A" attached hereto and incorporated herein (hereafter referred to as "Tract D-1A").

2. Arby's Partnership is the owner of Tract D-2 described on Exhibit "B" attached hereto and incorporated herein.

3. Susa Partnership, L.P., d/b/a Storage, USA, is the owner of Tract A-1A-1 described on Exhibit "C" attached hereto and incorporated herein.

4. South Coors Partnership is the owner of Tracts A-1A-2, A-1A-3, D-1 and E-1 described on Exhibit "C" attached hereto and incorporated herein.

5. The City of Albuquerque is the owner of Tract A-2 described on Exhibit "C" attached hereto and incorporated herein.

6. Werner Kindermann is the owner of Tracts B-1A and B-1B described on Exhibit "C" attached hereto and incorporated herein.

7. Giant Industries, Inc. is the owner of Tract C-1A described on Exhibit "C" attached hereto and incorporated herein.

8. Westland Development Co., Inc. is the owner of Tract F described on Exhibit "C" attached hereto and incorporated herein.

9. Except as specifically provided herein, all of the parties to this Fourth Amendment desire that all of the property described in Exhibits "A", "B" and "C" be subject to the easements, covenants,

conditions and restrictions stated in the Declarations, First Amendment, Second Amendment and Third Amendment referred to above.

NOW, THEREFORE, the parties agree to further amend the ECR as follows:

1. The parties agree and acknowledge that Tract D-1A comprises a portion of the Additional Property referred to in the ECR. Tract D-1A is planned to be developed with residential housing. The parties agree that to provide access from their property to Bluewater Road N.W. a private road thirty feet wide will be provided on and over Tract D-1A, the exact location of such road to be determined by the owner of Tract D-1A

2. The parties agree and acknowledge that, except as specifically provided herein, Tract D-1A shall be excepted from any and all easements, covenants, conditions, restrictions, obligations, duties, liabilities and limitations contained in the ECR and the ECR shall be terminated and be of no further force and effect as to Tract D-1A as of the date hereof.

3. Except as modified herein the ECR shall remain in full force and effect.

4. Owner agrees with Kindermann that, in the event that Tract D-1A is not developed for residential uses, the ECR as to Tracts B-1A and B-1B described on Exhibit "C" as it existed under the Third Amendment will be reinstated.

5. This agreement may be executed simultaneously in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

5135

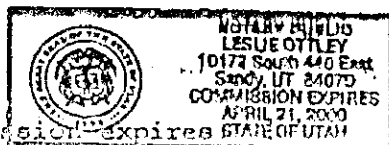
FIRST SECURITY BANK OF NEW MEXICO, N.A.,  
a national banking association

By Brian K. Jeppesen  
Name: Brian K. Jeppesen  
Title: Asst. Vice President  
Date: June 10, 1996

STATE OF ~~NEW MEXICO~~ UTAH )  
COUNTY OF Salt Lake ) ss.  
EDMUND

This instrument was acknowledged before me on June 10,  
1996, by Brian K. Jeppesen as Asst. Vice President,  
First Security Bank of New Mexico, N.A., a national banking  
association.

(Seal)



My commission expires

Leslie Ottley  
Notary Public

~~ARBY'S PARTNERSHIP,~~  
a ~~\_\_\_\_\_~~

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_,  
1996, by \_\_\_\_\_ as \_\_\_\_\_,  
Arby's Partnership.

(Seal)

Notary Public

My commission expires:

5136

~~FIRST SECURITY BANK OF NEW MEXICO, N.A.,  
a national banking association~~

~~By Allen R. Gelman  
Name: Allen R. Gelman  
Title: Managing General Partnership  
Date: 4/8/96~~

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

~~This instrument was acknowledged before me on \_\_\_\_\_,  
1996, by \_\_\_\_\_ as \_\_\_\_\_  
First Security Bank of New Mexico, N.A., a national banking  
association.~~

~~(Seal)~~

~~Notary Public~~

~~My commission expires:~~

ARBY'S PARTNERSHIP,  
a \_\_\_\_\_

By Allen R. Gelman  
Name: Allen R. Gelman  
Title: Managing General Partnership  
Date: 8/4/96

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) ss.

This instrument was acknowledged before me on April 8  
1996, by Allen R. Gelman as Managing General Partnership  
Arby's Partnership.

(Seal)

[Signature]  
Notary Public

My commission expires:

6-12-98

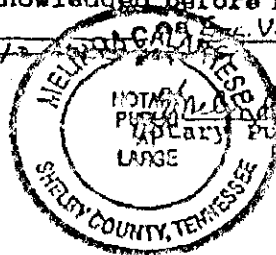
5137

SUSA PARTNERSHIP, L.P.  
a TENNESSEE limited partnership,  
By ~~data~~ Storage, USA, INC. its general partner

By Morris J. Kriger Exec. V.P.  
Name: MORRIS J. KRIGER  
Title: EXECUTIVE VICE PRES.  
Date: 7-16-96

STATE OF TENNESSEE )  
COUNTY OF SHUTLEY ) ss.

This instrument was acknowledged before me on July 16,  
1996, by MORRIS J. KRIGER  
of SUSA Partnership, L.P., ~~data~~ Exec. V.P. of Storage USA, Inc. general partner



(Seal)

My commission expires:

MY COMMISSION EXPIRES MARCH 16, 1999

SOUTH COORS PARTNERSHIP,  
a \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_,  
1996, by \_\_\_\_\_ as \_\_\_\_\_  
South Coors Partnership.

Notary Public

(Seal)

My commission expires:

5138

SUSA PARTNERSHIP, L.P.,

a \_\_\_\_\_  
d/b/a Storage, USA

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_,  
1996, by \_\_\_\_\_ as \_\_\_\_\_  
Susa Partnership, L.P., d/b/a Storage, USA.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires:  
\_\_\_\_\_

LIMITED  
SOUTH COORS PARTNERSHIP,  
a New Mexico limited partnership  
By: WADE INVESTMENT COMPANY, General Partner  
By: Robert W. Eaton  
Name: ROBERT W. EATON  
Title: President  
Date: 8-13-96

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) ss.

This instrument was acknowledged before me on August 14, 1996,  
1996, by ROBERT W. EATON as president of Wade Investment Company, General Partner  
of South Coors Partnership.  
limited

Anita Kozlowski  
Notary Public

(Seal)

My commission expires:  
5/19/98



OFFICIAL SEAL  
ANITA KOZLOWSKI  
NOTARY PUBLIC - STATE OF NEW MEXICO  
Notary Public Filed with Secretary of State  
My Commission Expires \_\_\_\_\_

5139

CITY OF ALBUQUERQUE,  
a \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_,  
1996, by \_\_\_\_\_ as \_\_\_\_\_,  
City of Albuquerque.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires:  
\_\_\_\_\_

*Werner Kindermann by John M. Retting attorney in fact*  
Werner Kindermann  
Date: 8-5-96

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On the 5th day of August, 1996, before me personally came John M. Retting, to me known to be the attorney-in-fact of Werner Kindermann, the individual described in and who by his said attorney-in-fact executed the foregoing instrument, and duly acknowledged before me that he executed the same as the act and deed of Werner Kindermann, therein described, and for the purpose therein mentioned, by virtue of a power-of-attorney duly executed by Werner Kindermann, dated March 8, 1996, and recorded in the Office of the Clerk of the County of Bernalillo, New Mexico on April 25, 1996.

*Joann M. Longobardi*  
\_\_\_\_\_  
Notary Public

JOANN M. LONGOBARDI  
NOTARY PUBLIC, State of New York  
No. 31-5011418  
Qualified in New York County  
Commission Expires April 19, 1997

5140

CITY OF ALBUQUERQUE,

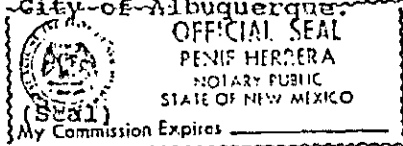
a New Mexico Municipal Corporation

By ERB

Name: Lawrence Rael  
Title: Chief Administrative Officer  
Date: 4/23/96

STATE OF New Mexico )  
COUNTY OF Bernalillo ) ss.

This instrument was acknowledged before me on April 23  
1996, by Lawrence Rael as Chief Administrative Officer,  
City of Albuquerque



Penie Herrera  
Notary Public

My commission expires:  
1/3/98

Werner Kinderman

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_,  
1996, by Werner Kinderman.

\_\_\_\_\_  
Notary Public

(Seal)  
My commission expires:  
\_\_\_\_\_

5141

GIANT INDUSTRIES, INC.,

a Arizona Corp.

By [Signature]

Name: John C. Hosmar  
Title: Director, Retail Development  
Date: 2-12-96

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) ss.

This instrument was acknowledged before me on February 12,  
1996, by John C. Hosmar as Director, Retail Development  
Giant Industries, Inc.



[Signature]  
Notary Public

My commission expires:

September 12, 1997

Tasso Chronis

Anna Chronis

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_,  
1996, by Tasso Chronis and Anna Chronis.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires:

5142

C.A.P. II, a New Mexico general partnership

By: Peterson Properties Real Estate Services, Inc., a New Mexico corporation, its Managing General Partner

By: James A. Peterson  
James A. Peterson  
President

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

This instrument was acknowledged before me on June 3, 1996, by James A. Peterson, President of Peterson Properties Real Estate Services, a New Mexico corporation, Managing General Partner of C.A.P. II, a New Mexico general partnership.

My commission expires:  
February 16, 1997



Betty L. Peterson  
Notary Public  
OFFICIAL SEAL  
BETTY L. PETERSON  
NOTARY PUBLIC - NEW MEXICO  
Notary Bond Filed with Secretary of State  
My Commission Expires 2-16-97

5143

Westland Development Co., Inc., a New Mexico corporation

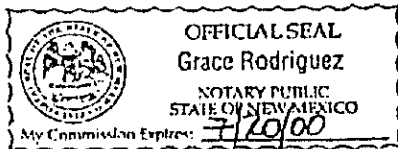
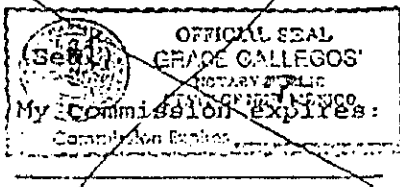
By: Barbara Page  
Barbara Page, President

Date: 8-16-96

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

This instrument was acknowledged before me on August 16, 1996, by Barbara Page, President, Westland Development Co., Inc., a New Mexico corporation.

Grace Rodriguez  
Notary Public



5144

Exhibit "A"

Tract D-1A, Coors Central North, as shown on the plat thereof recorded July 25, 1991, as Document No. 91-060937, Book 91C, Page 154, records of Bernalillo County, New Mexico.

5145

Exhibit "B"

Tract D-4A, Coors Central North, as shown on the plat thereof recorded July 25, 1991, as Document No. 91-060937, Book 91C, Page 154, records of Bernalillo County, New Mexico.

THIS DOCUMENT RERECORDED  
TO REFLECT ADDITIONAL  
SIGNATURE PAGE AND  
ACKNOWLEDGMENT OF WERNER KINDERMAN.

93118960 94016974

9337-9146

12

THIRD AMENDMENT TO DECLARATION  
OF EASEMENTS WITH COVENANTS AND RESTRICTIONS  
AFFECTING LAND (ECR)

THIS AMENDMENT TO DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR") is made as of the 1st day of September, 1993, by and among FRANCINE COORS RETAIL, LTD., a Colorado limited partnership ("Francine"), Werner Kinderman, an individual ("Kinderman"), TASSO CHRONIS and ANNA CHRONIS, husband and wife ("Chronis"), GIANT INDUSTRIES ARIZONA, INC., an Arizona corporation ("Giant") and EMPIRE NATIONAL CORPORATION, a Delaware corporation ("Empire"), and amends that certain Declaration of Easements With Covenants and Restrictions Affecting Land (ECR) entered into by Coors Central, Ltd., a New Mexico limited partnership ("Coors") and Chronis, and recorded in the Bernalillo County, New Mexico real estate records on July 18, 1986, in Book Misc. 372A, pages 732-558, which was amended and restated by that certain First Amendment to Declaration of Easements With Covenants and Restrictions Affecting Land (ECR) entered into between Coors, Mex/Tex Realty Company, a Texas corporation, and Chronis and recorded in the Bernalillo County, New Mexico real estate records on August 29, 1986, in Book Misc. 389A, pages 506-535, and which was amended by that certain Second Amendment to Declaration of Easements With Covenants and Restrictions Affecting Land made by Coors, and recorded in the Bernalillo County, New Mexico real estate records on October 23, 1991, in Book 91-18, pages 7805-7808 [as amended herein referred to as the "ECR"]; all references to ECR

REC-27070-008754-1X PG

paragraphs contained herein refer to the paragraph numbers of the First Amendment to Declaration of Easements With Covenants and Restrictions Affecting Land.

RECITALS:

1. Francine, Giant and Empire are successors to portions of Parcel II as defined in the ECR;
2. Kinderman is the successor to Parcel I as defined in the ECR;
3. The parties desire to amend the ECR.

NOW, THEREFORE, the parties agree to further amend the ECR as follows:

1. Estoppel Statement. The parties agree and acknowledge that as of the date of this Amendment there are no violations of the ECR, including, but not limited to the location of the improvements constructed, and the manner in which the improvements are being used.

2. Exhibit "G". The Exhibit "G" attached to this Amendment is incorporated into the ECR as Exhibit "G".

3. Building Area. Paragraph 3(a) of the ECR is deleted in its entirety and the following is substituted therefore:

3. Building/Common Area.

(a) "Building Areas" as used herein shall mean those portions of the Property designated on Exhibit "G" as "Building Area". Notwithstanding the right of the Owners to build within the Building Areas, all other limitations or restrictions contained within this ECR apply to construction within the Building Areas, including but not limited to:

- (1) the requirement set out in Section 4(1)(2) regarding the height limitation of

Paragraph 4(g) of the ECR are no longer applicable and ~~933~~ Deleted therefrom.

5. Restaurants. Paragraph 4(i)(1) of the ECR is deleted and the following is substituted therefrom:

(1) Restaurants. Developer will not place a restaurant within Buildings shown as Existing Buildings 1 and 2 on Exhibit "G", without the prior written consent of Owner. Any restaurant located in the Shopping Center, whether or not requiring prior approval of Owner, must have sufficient parking to satisfy applicable zoning requirements on the subdivided parcel of the Shopping Center upon which the restaurant is located. Any consent under this subparagraph may be withheld pending receipt of such information and satisfaction of such requirements as is appropriate in planning for the operation of a supermarket and shopping center.

6. Except as modified herein, the ECR shall remain in full force and effect.

FRANCINE COORS RETAIL, LTD.,  
a Colorado limited partnership

By: \_\_\_\_\_  
Its: \_\_\_\_\_

WERNER KINDERMAN

  
Tasso Chronis

  
Anna Chronis

GIANT INDUSTRIES ARIZONA, INC., an  
Arizona corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) ss.

9340

9149

914

This instrument was acknowledged before me on Oct. 12,  
1993, by Tasso Chronis and Anna Chronis, husband and wife.

Kimberly L. Blag  
Notary Public

My Commission Expires:

5.26.95

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_,  
1993, by Edward Gilbert.

\_\_\_\_\_  
Notary Public

My Commission Expires:

amendment.ecr/klw/legsl.doc.dlr

9150

9341

GIANT INDUSTRIES ARIZONA, INC., an  
Arizona corporation

By: [Signature]  
Its: Per Return

EMPIRE NATIONAL CORPORATION, a  
Delaware corporation,

By: Edward Gilbert

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on September \_\_\_\_\_,  
1993, by \_\_\_\_\_ of Francine Retail,  
Ltd., a Colorado limited partnership.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on September \_\_\_\_\_,  
1993, by Werner Kinderman.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

9751

9342

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

This instrument was acknowledged before me on \_\_\_\_\_,  
1993, by Tasso Chronis and Anna Chronis, husband and wife.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

This instrument was acknowledged before me on \_\_\_\_\_,  
1993, by Edward Gilbert, President of Empire National Corpora-  
tion, a Delaware corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on October 8,  
1993, by Ronald S. Williams, Vice President Retail Operations of  
Giant Industries Arizona, Inc., an Arizona corporation.

Hilda U. Clegg  
Notary Public

My Commission Expires:  
2-2-96



9343 9/52

GIANT INDUSTRIES ARIZONA, INC., an  
Arizona corporation

915,

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EMPIRE NATIONAL CORPORATION, a  
Delaware corporation,

By: Edward Gilbert  
Edward Gilbert

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on September \_\_\_\_\_,  
1993, by \_\_\_\_\_ of Francine Retail,  
Ltd., a Colorado limited partnership.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on September \_\_\_\_\_,  
1993, by Werner Kinderman.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

9153

STATE OF NEW MEXICO       )  
COUNTY OF BERNALILLO    ) ss.

9344

This instrument was acknowledged before me on \_\_\_\_\_  
1993, by Tasso Chronis and Anna Chronis, husband and wife.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF NEW MEXICO       )  
COUNTY OF SANTA FE       ) ss.

This instrument was acknowledged before me on September 28  
1993, by Edward Gilbert, President of Empire National Corporation,  
a Delaware corporation.

Robin N. Smell  
Notary Public

My Commission Expires:

3-31-97

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9345 9154  
buildings constructed on the pad designated as  
"F - Future" on Exhibit "A";

(ii) the parking area/building area ratio  
requirement set out in Section 4(i)(3).

4. Provision No Longer Applicable. Paragraph 4(e) and  
Paragraph 4(g) of the ECR are no longer applicable and are deleted  
therefrom.

5. Restaurants. Paragraph 4(i)(1) of the ECR is deleted and  
the following is substituted therefrom:

(1) Restaurants. Developer will not place a  
restaurant within Buildings shown as Existing Buildings  
1 and 2 on Exhibit "G", without the prior written consent  
of Owner. Any restaurant located in the Shopping Center,  
whether or not requiring prior approval of Owner, must  
have sufficient parking to satisfy applicable zoning  
requirements on the subdivided parcel of the Shopping  
Center upon which the restaurant is located. Any consent  
under this subparagraph may be withheld pending receipt  
of such information and satisfaction of such requirements  
as is appropriate in planning for the operation of a  
supermarket and shopping center.

6. This Amendment may be executed in counterparts.

7. Except as modified herein, the ECR shall remain in full  
force and effect.

FRANCINE COORS RETAIL, LTD.,  
a Colorado limited partnership

By: Robert J. Murray  
Its: PRESIDENT

Werner Kinderman

Tasso Chronis

Anna Chronis

9346

9/15/93

GIANT INDUSTRIES ARIZONA, INC., an  
Arizona corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EMPIRE NATIONAL CORPORATION, a  
Delaware corporation,

By: Edward Gilbert  
Edward Gilbert

STATE OF NEW YORK }  
COUNTY OF Westchester } ss.

This instrument was acknowledged before me on October 21<sup>st</sup> 1993 by  
Robert V. Tiburzi, Jr. as President of Francine Mortgage and Realty Corp., a  
Colorado corporation, general partner of Francine Coors Retail, Ltd., a Colorado limited  
partnership.

Teresa E. Bolton  
Notary Public

My Commission Expires: 8/14/95

THERESA E. BOLTON  
Notary Public, State of New York  
No. 4864737  
Qualified in Westchester County  
Commission Expires August 14, 1995

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

This instrument was acknowledged before me on September  
\_\_\_\_\_, 1993, by Warner Kinderman.

Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
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JUDY D. WOODWARD  
CO. CLERK & RECORDER  
Carroll

9:56

buildings constructed on the pad designated as "F - Future" on Exhibit "A";

(ii) the parking area/building area ratio requirement set out in Section 4(i)(3).

4. Provision No Longer Applicable. Paragraph 4(e) and Paragraph 4(g) of the ECR are no longer applicable and are deleted therefrom.

5. Restaurants. Paragraph 4(i)(1) of the ECR is deleted and the following is substituted therefrom:

(1) Restaurants. Developer will not place a restaurant within Buildings shown as Existing Buildings 1 and 2 on Exhibit "G", without the prior written consent of Owner. Any restaurant located in the Shopping Center, whether or not requiring prior approval of Owner, must have sufficient parking to satisfy applicable zoning requirements on the subdivided parcel of the Shopping Center upon which the restaurant is located. Any consent under this subparagraph may be withheld pending receipt of such information and satisfaction of such requirements as is appropriate in planning for the operation of a supermarket and shopping center.

6. This Amendment may be executed in counterparts.

7. Except as modified herein, the ECR shall remain in full force and effect.

FRANCINE COORS RETAIL, LTD.,  
a Colorado limited partnership

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Werner Kinderman  
Werner Kinderman

\_\_\_\_\_  
Tasso Chronis

\_\_\_\_\_  
Anna Chronis

9157

GIANT INDUSTRIES ARIZONA, INC., an  
Arizona corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EMPIRE NATIONAL CORPORATION, a  
Delaware corporation,

By: \_\_\_\_\_  
Edward Gilbert

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on September \_\_\_\_\_,  
1993, by \_\_\_\_\_ of Francine Retail,  
Ltd., a Colorado limited partnership.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss. FEDERAL REPUBLIC OF GERMANY  
LAND HESSEN  
CITY OF FRANKFURT AM MAIN  
CONSULATE GENERAL OF THE  
UNITED STATES OF AMERICA

This instrument was acknowledged before me on ~~September~~  
DEC 9 0 1993, 1993, by Werner Kinderman.

My Commission Expires:  
INDEFINITE

*Janet Petronis*  
\_\_\_\_\_  
JANET PETRONIS  
Consul of the  
United States of America

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD


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CLERK & RECORDER  
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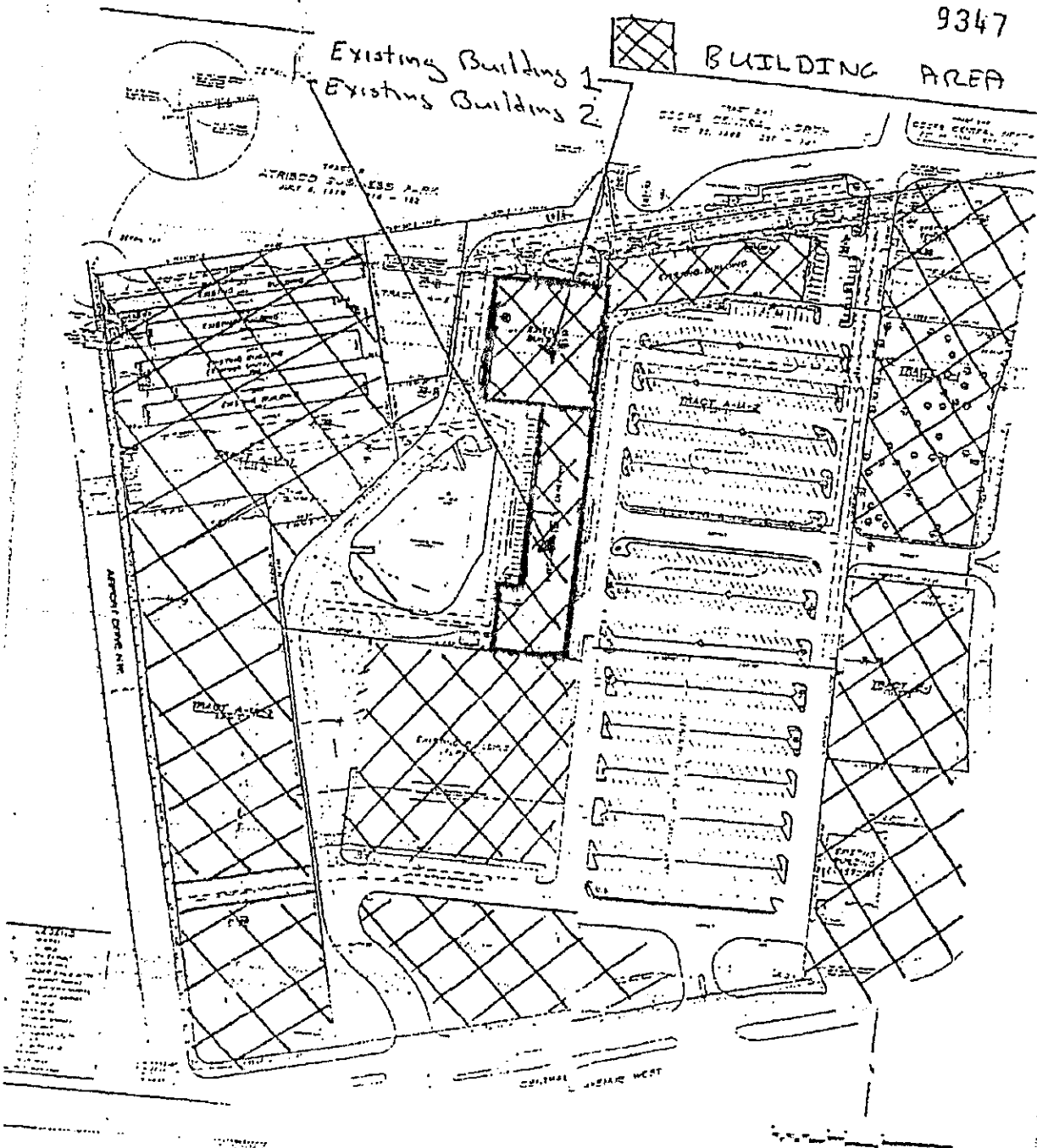
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EXHIBIT "G"

9347

 BUILDING AREA

Existing Building 1  
Existing Building 2



91088336

0007805

SECOND AMENDMENT TO DECLARATION  
OF EASEMENTS WITH COVENANTS AND RESTRICTIONS  
AFFECTING LAND (ECR)

Coors Central, Ltd. a New Mexico limited partnership  
("Developer") hereby declares:

1. Recitals. Developer established a Declaration of Easements with Covenants and Restrictions Affecting Land (ECR) dated July 18, 1986 and recorded July 18, 1986 in Book Misc. 373A, pages 732 to 758, records of Bernalillo County, New Mexico, as amended by a First Amendment to Declaration of Easements with Covenants and Restrictions Affecting Land (ECR) dated August 28, 1986, recorded August 29, 1986 in Book Misc. 389A, pages 506 to 535, records of Bernalillo County, New Mexico (together, the "Declaration"). Developer wishes to amend certain provisions of the Declaration with respect to a portion of the Additional Property (as defined in the Declaration), pursuant to Developer's authority to so amend the Declaration as provided in paragraph 5(a)(2) and paragraph 10 of the Declaration. By deed of even date with this Second Amendment, Developer is conveying to Diamond Shamrock Stations, Inc., a Delaware corporation that portion of Additional Property described on Exhibit A attached to this Second Amendment (the "Diamond Shamrock Parcel").

2. Amendments with Respect to the Diamond Shamrock Parcel. Developer hereby declares that the Easement Property as described in paragraph 5(a)(2) of the Declaration is not located within or upon any portion of the Diamond Shamrock Parcel.

Developer hereby declares that the Access Drives as described in paragraph 5(a)(4) of the Declaration are not located within or upon any portion of the Diamond Shamrock Parcel.

3. Attorney-in-Fact. Developer hereby relinquishes and forfeits any right it may have had to act as the attorney-in-fact for the owner of the Diamond Shamrock Parcel pursuant to paragraph 10(c) of the Declaration.

4. No Other Change. Except as amended hereby, the Declaration remains unchanged, in full force and effect.

Dated 27 July, 1991.

COORS CENTRAL, LTD.

By Cecilia Acari  
Its General Partner

0007806

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

The foregoing instrument was acknowledged before  
me on July 29, 1991,  
by Charles P. Price III, general  
partner, on behalf of Coors Central, Ltd.

Melinda Searle  
Notary Public

My commission expires:

9-28-93

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FIRST AMENDMENT TO DECLARATION OF EASEMENTS  
WITH COVENANTS AND RESTRICTIONS  
AFFECTING LAND (ECR)

BY

COORS CENTRAL, LTD. (DEVELOPER)  
and  
TASSO and ANNA CHRONIS (CHRONIS)  
and  
MEX/TEX REALTY COMPANY (OWNER)

COORS CENTRAL SHOPPING CENTER

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
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DOLORES C. WALLER  
CO. CLERK & RECORDER

DEPUTY

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- A - Site Plan - Parcels I and II
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- E - Legal Description - Additional Property
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FIRST AMENDMENT TO DECLARATION OF EASEMENTS  
WITH COVENANTS AND RESTRICTIONS  
AFFECTING LAND (ECR)

COORS CENTRAL, LTD., a New Mexico limited partnership ("Developer"), MEX/TEX REALTY COMPANY, a Texas corporation ("Owner") and TASSO and ANNA CHRONIS, husband and wife ("Chronis") declare and agree:

1. Recitals. Owner is the owner of Parcel I as shown on the plan attached hereto as Exhibit A, and which is more particularly described as Parcel I on Exhibit B. Developer is the owner of Parcel II as shown on the plan attached hereto as Exhibit A, and which is more particularly described on Exhibit C. Developer is also the owner of the "Additional Property" lying adjacent to Parcel II on the north and described on Exhibits D and E attached hereto. Owner and Developer desire that Parcel I and Parcel II (excepting from Parcel II that land labeled "Future Development" on Exhibit A) be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial shopping center (the "Shopping Center"). Owner and Developer further desire that all of Parcels I and II and the Additional Property be subject to the easements and the covenants, conditions and restrictions hereinafter set forth. Chronis owns the property labeled as the "Chronis Property" on Exhibit A and more particularly described on Exhibit F. Chronis desires to join in certain of the reciprocal easements, covenants and conditions granted hereby, to assure the orderly development of the Shopping Center and to enhance the value of the Chronis Property. This First Amendment to Declaration of Easements with Covenants and Restrictions Affecting Land (ECR), amends and replaces in its entirety the Declaration of Easements with Covenants and Restrictions Affecting Land (ECR) dated July 18, 1986 and recorded July 18, 1986 in Book Misc. 373-A, pages 732-758, records of Bernalillo County, New Mexico.

2. Consideration. Owner, Developer and Chronis mutually subject Parcel I, Parcel II, the Additional Property and the Chronis Property to the conditions of this ECR in consideration that the following conditions will be binding upon the parties hereto and will attach to and run with Parcels I, II, the Additional Property, and the Chronis Property and will be for the benefit of and will be limitations upon all future owners of Parcels I, II, the Additional Property and the Chronis Property and agree that all easements herein set forth will be appurtenant to the dominant estates, and in consideration of the mutual promises, covenants, conditions, restrictions, easements and encumbrances contained herein.

3. Building/Common Areas.

(a) "Building Areas" as used herein will mean that portion of Parcel I shown on Exhibit A as "Food Supermarket" and that portion of Parcel II adjacent to the Food Supermarket and labeled "Building Area," and that portion of the Chronis Property shown as "Existing Tasso's Restaurant" and will also mean and include any and all areas upon which buildings hereafter may be constructed on the Shopping Center, subject to the restrictions contained herein.

(b) "Common Areas" will be all of the Shopping Center and the Chronis Property except the Building Areas.

(c) Conversion to Common Areas: Those portions of the Building Areas on each parcel which are not or cannot from time to time be used will become part of the Common Area for the uses permitted hereunder and will be improved, kept and maintained as provided in this ECR. An area converted to Common Area may be converted back to Building Area by the development as Building Area, if at the time of conversion back to Building Area it meets the requirements of this ECR.

4. Buildings.

(a) Use: Buildings in the Shopping Center will be for commercial purposes of the type usually found in a retail shopping center. The tenants occupying the buildings will be primarily retail and service tenants of the type normally associated with a retail shopping center. During the term of this ECR, the building on Parcel I identified on Exhibit A as "Food Supermarket" (the "Supermarket") will be continuously operated (except for reasonable periods for repair and restoration) during customary supermarket operating periods, as a food supermarket or related uses. Provided, however, the Supermarket may cease operation as a food supermarket (i) for a period of up to 12 consecutive months, but not more often than once every 10 years, or (ii) for a reasonable period to complete repairs, remodeling or restoration, so long as such repair, remodeling, or restoration is being diligently pursued to completion, or (iii) for a period of up to 18 months in the event of a labor dispute involving employees of the Supermarket, but no longer than 3 months after the resolution of such labor dispute (notwithstanding the provisions of paragraph 18 hereof, the 18 month period set forth herein will not be extended). Owner will be in default under this paragraph after notice from Developer of Owner's failure to comply with this paragraph, and after the expiration of ninety (90) days from Owner's receipt of such notice, if Owner has not cured the failure to comply within such ninety (90) day period. Such notice may be given at any time during the 12 month and 18 month shut-down periods referenced above, but will not serve to shorten such periods. Chronis will have no rights or obligations under this paragraph.

(b) Developer's Remedy for Owner's Breach of Use Restrictions: Developer's sole remedy for Owner's breach of the use restrictions set forth in the preceding paragraph will be to be relieved of the use restriction regarding no other supermarket, as set forth in paragraph 4(i)(4) of this ECR. In the event of Owner's default and failure to timely cure, Developer may, at any time thereafter but before such failure is cured, record with the Clerk of Bernalillo County, New Mexico, a notice of Owner's failure to comply with such use restriction, and the restriction regarding no other supermarket use will automatically be deemed removed from all properties subject to this ECR. Developer will provide Owner a copy of such recorded notice, within ten (10) days after such recording, in accordance with the "Notice" provisions of this ECR.

(c) Location: No building will be constructed on the Shopping Center, except within the Building Areas. Chronis will have no rights or obligations under this Paragraph.

(d) Design and Construction of the Shopping Center: The Supermarket and the remaining buildings in the Shopping Center will be designed so that the exterior elevations will be architecturally and aesthetically compatible with each other. The design and construction will be in conformity with sound architectural and engineering standards and the construction will be first quality. Developer and Owner will coordinate with each other as to the exterior design and landscaping of improvements in the Shopping Center, and each will have the right to reasonably approve the exterior architectural design and landscaping for the other party's respective improvements within the Shopping Center and any modifications thereof. Chronis will have no rights or obligations under this paragraph.

(e) Owner Construction on Parcel I: Owner will commence construction of the Supermarket and will diligently pursue construction of the Supermarket to completion, so as to complete construction and open the Supermarket for business no later than December 31, 1987. Owner will be in default under this paragraph if Developer has completed construction of a portion of "Developer's Buildings" (pursuant to paragraph 4(f) below) and after notice from Developer of failure to comply with this paragraph, and after the expiration of ten (10) days from receipt of such notice, if Owner has not cured the failure to comply within such ten (10) day period. Chronis will have no rights or obligations under this paragraph.

(f) Developer Construction on Shopping Center Portion of Parcel II: Developer will commence construction of the buildings on the Shopping Center portion of Parcel II, excepting the buildings designated on Exhibit A as "F" and "G" ("Developer's Buildings") as soon as reasonably practical, and Developer will diligently pursue construction of Developer's Buildings to

completion. Developer will, by December 31, 1987, complete construction of tenant space in Developer's Buildings adjacent to Parcel I on the north with frontage extending at least 345 feet to the north measured from the boundary of the Supermarket and with an average depth of at least 65 feet. Developer will be in default under this paragraph if Owner has completed construction of the Supermarket and is open for business, pursuant to paragraph 4(e) above, and after notice from Owner of Developer's failure to comply with this paragraph, and after expiration of ten (10) days from Developer's receipt of such notice, if Developer has not cured the failure to comply within such ten (10) day period. Chronis will have no rights or obligations under this paragraph.

(g) Failure to Comply with Construction Deadlines: If Owner or if Developer fails to comply with the deadlines set forth in subparagraphs (e) and (f) above, after notice and opportunity to cure as required above, then the other party will be entitled to collect from the defaulting party a penalty in the amount of \$1,000 per day. Such penalty will commence on the day after expiration of the applicable cure period after notice of default, and will continue until the defaulting party complies with the construction provisions set forth above. However, a party is not entitled to assert a right to the \$1,000 per day penalty until the party seeking to assert such right is itself in compliance with the construction deadline set forth above. In addition, upon Owner's failure to comply with the construction deadline and after applicable notice of opportunity to cure, provided Developer has completed construction for a portion of Developer's Buildings pursuant to paragraph 4(f) above, Developer will be released from the use restriction regarding no other supermarket. Developer will be entitled to record a notice of such failure to comply with construction deadline with the Clerk of Bernalillo County, New Mexico and the use restriction set forth in paragraph 4(i) (4) hereof will automatically be deemed released from all properties subject to this ECR. Developer will provide Owner a copy of such recorded notice, within ten (10) days after such recording, in accordance of the "Notice" provisions of this ECR. Chronis will have no rights or obligations under this paragraph.

(h) Construction on Chronis Property: Any substantial exterior modifications to the existing building or signs on the Chronis Property, and any new building or signs on the Chronis Property, will be architecturally and aesthetically compatible with the Shopping Center. The design and construction will be in conformity with sound architectural and engineering standards and the construction will be first quality. Chronis will submit any plans for such improvements to Developer and Owner for prior approval of exterior design, signs and landscaping. Failure of Developer or Owner to respond in writing within thirty (30) days after receipt of such plans will be deemed

approval thereof by such party. In no event will the building on the Chronis Property ever exceed the height of the building existing on the date of this ECR, without the consent of Owner and Developer.

(i) Other Use Restrictions: The following additional restrictions apply to the properties subject to this ECR, except that Chronis will have no rights or obligations under this paragraph:

(1) Restaurants. Developer will not place a restaurant on Parcel II in Developer's Buildings without the prior written consent of Owner. Owner will not place a restaurant in Parcel I, without the prior written consent of Developer. Any restaurant located in Parcel II and approved by Owner must have sufficient parking located on Parcel II to satisfy applicable zoning requirements. Any consent under this subparagraph may be withheld pending receipt of such information and satisfaction of such requirements as is appropriate in planning for the operation of a supermarket and shopping center. Developer's right to approve Owner's restaurant use will expire upon Developer's conveyance of Parcel II to any person or entity other than Developer.

(2) Developer's Pad. The Pad on Parcel II labeled on Exhibit A with a building labeled "F-Future" and located adjacent to Tasso's Restaurant on Coors Road will be limited to one story in height.

(3) All Pads. All portions of the Shopping Center subdivided into "Pads" for outlying buildings will contain at least 3 feet of property area per square foot of building area.

(4) Supermarkets. So long as Parcel I contains an operating Supermarket, no other grocery supermarket may be operated on Parcel II or on the Additional Property; however, Developer may operate a convenience grocery store, such as a "7-11" or "Circle K."

(5) General Limitation. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Shopping Center which use or operation is obnoxious to or out of harmony with the development or operation of a first-class neighborhood shopping center, including, but not limited to the following:

- A. any public or private nuisances;
- B. any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;
- C. any obnoxious odor;

D. any noxious, toxic, caustic or corrosive fuel or gas;

E. any dust, dirt or fly ash in excessive quantities;

F. any unusual fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks;

G. any warehouse (any area for the storage of goods intended to be sold at any retail establishment in the Shopping Center will not be deemed to be a warehouse);

H. assembling, manufacturing, distilling, refining, smelting agriculture or mining operation.

(6) Parcel II Prohibitions. In addition to the above limitations, Parcel II may not be used for the following purposes:

A. any facility for the washing or steam-cleaning of automobiles or other motor vehicles, including a self-service operation;

B. any facility the primary activity of which is the repair of motor-vehicles; provided, however, that the foregoing restriction will not apply to a gasoline or other motor vehicle fuel service station, the primary activity (i.e., the activity generating more than 50% of such establishment's annual gross revenues) of which is the furnishing of gasoline, fuels, lubricating oils, tires, batteries or accessories for use in motor vehicles, and provided further, the foregoing restriction will not apply to a "Pep Boys" store or to any store whose primary activity is the sale of parts and accessories for automobiles;

C. any facility for the renting, leasing or sale of any motor vehicle or trailer wherein such motor vehicles or trailers are stored uncovered on any portion of Parcel II, or any facility for displaying (for the purposes of renting, leasing or sale) any vehicle or trailer;

D. any facility for the sale of newspapers, magazines, periodicals or books if persons under eighteen years of age are excluded from such facility or any part thereof by reason of age without regard to whether such persons are accompanied by parent, guardian, husband or wife;

E. in the buildings labeled "B", "C" or "D", any restaurant, tavern or other establishment all or any part

of which is licensed for the sale of alcoholic beverages for on-premises consumption and (i) that derives, during any calendar month, less than fifty percent (50%) of its gross receipts from on-premises sales of prepared food for on-premises consumption, or (ii) that offers at any time and/or from time to time, either in general or on a selective basis, alcoholic beverages for sale at prices or on a selective basis, alcoholic beverages for sale at prices or on a basis not constant during all hours of operation and/or not available during all hours of operation to all patrons individually, including, for purposes of example only and not by way of limitation, discount prices offered during periods commonly known as "happy hours", multiple servings and/or enlarged portions offered at the price of a lesser number of servings and/or lesser portions, "all you can drink" pricing, and alcoholic beverages provided "free" or at "discount prices" to any customers or class of customers, whether or not in connection with the payment of any "cover charge", "minimum" or other amount covering or purporting to cover charges for goods, services and/or entertainment;

F. any facility for the showing of motion pictures;

G. in buildings "B", "C" or "D", any establishment which provides patrons with a space for dancing except in connection with a health club or aerobics exercising facility;

H. in buildings "B", "C" or "D", any health club or aerobics exercise facility.

5. Common Areas Use.

(a) Grant of Easements: The following easements are granted:

(1) Common Areas. Each party, as grantor, hereby grants to the other party for the benefit of the other party, its customers, invitees and employees, a nonexclusive easement for roadways, walkways, ingress and egress to and from the public rights-of-way adjacent to the properties subject to this ECR, drainage of storm waters, irrigation, landscaping, the parking of motor vehicles and use of facilities installed for the comfort and convenience of customers, invitees, employees, agents and contractors on the Common Areas of the grantor's parcel. In no event, however, will Parcels I or II have the right to drain storm waters onto or to pond waters upon, the Chronis Property, nor will Chronis have the reciprocal right upon Parcels I and II. Further, Chronis will at all times

maintain sufficient parking on the Chronis Property to meet appropriate zoning code standards.

(2) Easement Property: Developer also declares and grants an easement to Owner and for the benefit of Parcel I and Parcel II, upon a portion of the Additional Property, for the use by the owners, their customers, invitees and employees, a non-exclusive easement for ingress and egress and for parking. The portion of the Additional Property subject to the ingress, egress and parking easement is depicted generally as the "Easement Property" on Exhibit A. Developer may at any time determine the exact location of the Easement Property by legal description and record a definitive description thereof in the real property records of Bernalillo County, New Mexico.

(3) Access to Airport Drive: Developer reserves an easement upon generally those portions of Parcel II labeled on Exhibit A as "Future Access" across the "Future Development" Property for the benefit of Parcels I and II and for the benefit of the Additional Property, for the use by the owners, their customers, invitees and employees, non-exclusive easements for ingress and egress. Developer, with the consent of Owner, may at any time determine the exact location of the "Future Access" easements by legal description and record definitive descriptions thereof in the real property records of Bernalillo County, New Mexico.

(4) Access to Bluewater Road N.W.: Developer reserves an easement upon generally those portions of the Additional Property labeled on Exhibit B as "Access Drives" across the Additional Property for the benefit of Parcels I and II, for use by the owners, their customers, invitees and employees, non-exclusive easements for ingress and egress. Developer may at any time determine the exact location of the "Access Drives" by legal description and record definitive descriptions thereof in the records of Bernalillo County, New Mexico. Regardless of the exact location, the Access Drives will provide at least two (2) access lanes and one service drive from Parcel II to Bluewater Road N.W. within each drive, to be at least thirty feet (30') wide.

(b) Use: Subject to existing easements of record, the Common Areas will be used for roadways, walkways, storm water drainage, irrigation, landscaping, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, for driveway purposes, and for the comfort and convenience of customers, invitees and employees of all businesses and occupants of the buildings constructed on the Building Areas.

(c) No Barriers: No party will construct or maintain any walls, fences, or barriers of any kind on the Common Areas, or any portion thereof, which will prevent or impair the use or

exercise of any of the easements granted herein, or the free access and movement, including without limitation, pedestrians and vehicular traffic between the various parcels, provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking areas in the Common Areas are not closed or blocked. The only exceptions to this provision will be (1) for changes to the Building Areas and Common Areas permitted by this ECR, and (2) for incidental non-permanent encroachments upon the Common Areas which may occur as a result of the use of ladders, scaffolding, store-front barricades and similar facilities resulting in temporary obstruction of the Common Areas, all of which are permitted so long as their use is kept within reasonable requirements of construction work being expeditiously pursued.

(d) Limitations on use:

(1) Customers: Customers and invitees will not be permitted to park on the Common Areas except while shopping or transacting business on the properties subject to this ECR.

(2) Employees: Employees will not be permitted to park on the Common Areas, except in areas designated as "employee parking areas," if such areas are so designated by Owner or Developer on their own parcels. The parties may individually require that the employees of the other parcels park on such parcels.

(3) General: All of the uses permitted within the Common Areas will be used with reason and judgment so as not to interfere with the primary purpose of the Common Areas which is to provide for parking for the customers, invitees and employees of those businesses conducted within the Building Areas and for the servicing and supplying of such businesses. Persons using the Common Areas in accordance with this ECR will not be charged any fee for such use.

(e) Utility and service easements: The parties and future owners of the Properties subject hereto will cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities, ponding areas, bus bays and shelters, and other proper services necessary for the orderly development and operation of the Common Areas and buildings to be erected upon the Building Areas. All such parties will use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas.

(f) Additional Property: Developer or Developer's successors and assigns may develop the Additional Property as a shopping center. If the Additional Property is developed as a shopping center, the owner of the Additional Property and the

Owners of Parcels I and II will mutually subject the Additional Property and Parcels I and II to non-exclusive easements for roadways, walkways, ingress and egress, parking and other uses similar to the easements for common areas granted by this ECR. Chronis will have no rights or obligations under this paragraph.

6. Common Areas: Development, Maintenance and Taxes.

(a) Development.

(1) Landscaping: The respective portions of the Shopping Center will at all times have landscaping in accordance with applicable City of Albuquerque ordinances, regulations, rules and requirements. The owners of Parcels I and II may require additional landscaping upon the Chronis Property for aesthetic purposes. Chronis will cooperate in the placement of such additional landscaping, provided that the cost of installation and maintenance of such landscaping will be borne by the owners of Parcels I and II.

(2) Development Timing: When any building is constructed within the Building Areas on a parcel, the Common Areas on that parcel will be developed in accordance with Exhibit A at the expense of the owner of such parcel. The owners of Parcels I and II may elect to share site improvement costs as to the Shopping Center and the Easement Property on a pro rata basis according to the floor area of the improvements then planned in the Shopping Center. If either party constructs improvements on its parcel prior to the development of the other parcel, the developing party may grade, pave and use any portion of the Common Areas of the other party's parcel. The developing party will cause all of such work to be separately bid on a competitive basis, and the costs and proposed work will be approved in advance by the other party in writing, provided that such approval will not be unreasonably withheld, and the other party agrees to reimburse the developing party for such costs when any portion of its parcel is so developed. Reimbursement will be within thirty (30) days after receipt of an itemized billing. If not paid within such thirty (30) day period, such billing will bear interest from the date of completion of such work to the date of payment at the rate of 12% per annum. Chronis will have no rights or obligations under this paragraph.

(3) Grading and Drainage Plan: Developer has prepared and obtained City of Albuquerque approval of a preliminary grading and drainage plan, a copy of which has been furnished to Owner. Owner and Developer will perform all site work on their respective parcels in compliance with the grading and drainage plan approved by the City of Albuquerque. Chronis will have no rights or obligations under this paragraph.

(b) Maintenance.

(1) Standards: Following completion of the improvement of the Common Areas, the owners thereof will maintain the Common Areas in good condition and repair. The maintenance is to include, without limiting the generality of the foregoing, the following:

A. Maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as will in all respects be equal in quality, use and durability.

B. Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition, and free of snow and ice.

C. Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines.

D. Operating and keeping in repair and replacing, where necessary, such artificial lighting facilities as will be reasonably required.

E. Maintaining all perimeter walls in good condition and state of repair; and

F. Maintaining all landscaped areas and making such replacements of shrubs and other landscaping as is necessary; however Chronis's responsibility for maintenance of landscaping is limited in paragraph 6(a)(1) hereof.

(2) Responsibility: Owner and Developer may mutually agree that Developer or Developer's representative will assume responsibility for maintenance of the parking, driveways and landscaping portions of the Common Areas located in the Shopping Center. At any time, upon at least sixty (60) days' prior written notice, Developer may discontinue the practice of maintaining such portions of the Common Areas located on Parcel I, at which time Owner will continue responsibility for maintenance of Owner's Common Areas. Chronis will have no rights or obligations under this paragraph.

(3) Expenses:

A. The respective owners will pay the maintenance expense of their parcels, except that, during the period that Developer is maintaining Parcel I parking, driveways and landscaping, Owner will pay Developer, monthly in advance, that portion of the Shopping Center Common Area Costs (hereinafter defined) that the number of square feet of Parcel I bears to the total number of square feet in the Shopping Center. Parcel

I's share of Shopping Center Operating Costs will be estimated in advance by Developer and will be computed on the basis of periods of twelve (12) consecutive calendar months except that the first such period may be of greater or less duration, commencing and ending on such dates as may be designated by Developer. Such estimate will be paid in advance by Owner promptly upon receipt of monthly bills therefor from Developer without any deduction or set-off whatsoever. Owner will pay to Developer on demand the amount, if any, equal to the difference between Owner's proportionate share of the actual Shopping Center Common Area Cost and the estimated Shopping Center Common Area Cost. The balance, if any, of such estimate remaining after the payment of the actual Shopping Center Common Area Cost will be held by Developer and applied to the next monthly payment provided to be paid in this section. Owner will not be entitled to receive interest on any additional payments paid hereunder. Developer may, at its option, adjust the twelve (12) month estimate of payments provided to be paid in this section quarter-annually in order to reduce discrepancies between the estimated payments and the payments actually required to pay the actual Shopping Center Common Area Cost.

B. For the purpose of this section, the term "Shopping Center Common Area Cost" is hereby defined to mean the total cost and expense incurred in operating, managing, equipping, lighting, repairing, insuring, replacing and maintaining the Common Areas, excluding only items of expense commonly known and designated as carrying charges, but specifically including, without limitation, repair and maintenance of clocks and fountains, gardening and landscaping, storm drainage systems and other utility systems, sprinkler systems, security personnel, traffic control equipment, the cost of public liability and property damage insurance, repairs, line painting, lighting, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, removal and/or repair of graffiti or damage caused by vandals, depreciation on or rentals of machinery and equipment used in such maintenance, the cost of personnel to implement such services, to direct parking, and to police the Common Areas and ten percent (10%) of all the foregoing costs to cover Developer's administrative and overhead costs.

(c) Taxes: Each owner of the properties subject hereto will agree to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

7. Signs. Chronis will have no rights or obligations under this paragraph. Owner and Developer will not at any time hereafter install or use or permit the installation or use of any signs or other advertising devices on the exterior of the

Parcel II (as to Developer), and the Supermarket (as to Owner) or any part or parts thereof (or the interior thereof when such signs or advertising devices would be visible from outside of the particular premises) which does not strictly comply with the requirements set forth in this paragraph. The occupants of Parcels I and II or any portion or portions thereof will comply with the requirements set forth in this paragraph.

(a) General Sign Guidelines. All signs erected within the Shopping Center will be consistent with signs customarily erected in first-class shopping centers situated in the County, and all signs erected by or through a party will be erected only on the exterior of the building or buildings on that party's parcel except as expressly provided below. Notwithstanding the foregoing, each party will have the right to install signs which are located on the interior side of windows in its buildings.

(b) Shopping Center Sign and Reader Board. Developer will have the right to place pylon sign structures on Parcel I at such locations as are designated on Exhibit A (such signs being referred to in this paragraph as the "Shopping Center Sign"). The Shopping Center Sign will identify the Shopping Center, Owner and all of the occupants of Parcel II which Developer opts to identify. The Shopping Center Sign will be lighted and constructed out of plexiglass, or other such materials and the parties may agree. Developer may attach a lighted reader board at the bottom of the Shopping Center Sign. Owner will reimburse Developer for fifty percent (50%) of the cost of manufacture, installation and erection of the poles to support the Shopping Center Sign and reader board and all of the cost of manufacture, installation and erection of the Shopping Center Sign; provided, however, that if other occupants of the Shopping Center are identified on the Shopping Center Sign in addition to Owner, each occupant identified, including Owner, will pay its pro rata share of such costs based on the total square footage leased or owned by each such occupant within the Shopping Center divided by the total square footage of all occupants identified on the Shopping Center Sign. Developer will pay all costs of manufacture, installation and erection of the reader board to be installed below the Shopping Center Sign.

(c) Restrictions. No exterior identification sign attached to the exterior of a building will be:

(1) placed on canopy roofs extending above the building roof, placed on penthouse walls, or placed so as to project above the parapet on top of the wall upon which it is mounted; provided, however, that, subject to the approval of Developer (which approval will not be unreasonably withheld), the Company may place a sign which may so project above the parapet on top of the wall of the Supermarket.

(2) placed at any angle to any building; provided, however, the foregoing will not apply to signs located under a sidewalk canopy if such sign is at least eight feet (8') above the sidewalk; or

(3) painted on the surface of any building.

(d) Informational Signs. Each party will be permitted to place within the Common Area on its parcel, directional signs or informational signs, such as "Handicapped Parking". Except as permitted under (c) above and (f) below, signs identifying occupants, products or services will not be permitted within the Common Area; provided, however, that the foregoing will not prohibit the erection of one sign identifying each contractor working on a construction project and one sign identifying each financial institution providing construction or permanent financing to a party.

(e) Prohibited Signs. Notwithstanding anything herein contained to the contrary, the following types of signs or sign components within the Common Area or attached to the exterior of a building located within the Shopping Center (as distinguished from signs or sign components placed in the interior of any building whether visible from the Common Area or not) will be prohibited unless required by appropriated governmental authorities having jurisdiction over the Shopping Center or any portion thereof;

(1) flashing, pulsating, rotating, moving or audible signs;

(2) signs employing exposed raceways, exposed tubes, exposed ballast boxes or transformers;

(3) paper or cardboard signs, temporary signs (exclusive of contractor or lender signs), stickers or decals, provided, however, the foregoing shall not prohibit the placement at the entrance of each occupant's space of a sticker or decal, indicating hours of business, emergency telephone numbers, etc.

(f) Owner's Sign. Owner will have the right to place signs identifying Owner within the Common Area on Parcel I provided such signs and the placement thereof comply with applicable municipal code requirements and do not block the visibility of the Shopping Center.

(g) Sign Approval. Developer and Owner will have the right to approve all signs to be erected within the Shopping Center; provided, however, that signs temporarily placed in such locations within the Shopping Center as not to obstruct visibility and accessibility to and through the Shopping Center may be placed by Owner or Developer on such party's parcel

during periods of construction (i.e., signs identifying contractors and construction lenders) without prior approval of the other party. Detailed plans of the structural design and configuration of all signs must be submitted to Developer and Owner for review at least thirty (30) days prior to the date they are to be erected and will be deemed approved unless Developer or Owner makes objections thereto within fifteen (15) days of receipt of said plans.

8. Indemnification/Insurance.

(a) Indemnification: The owner of each parcel subject hereto will indemnify and save the other owners harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property and occurring on its own parcel, except if caused by the act or neglect of the other owner(s).

(b) Insurance: Each owner will provide comprehensive general liability insurance affording protection to itself and the other party, naming the other owners as an "additional insured" under the policy or policies, for a combined bodily injury and property damage limit of liability of not less than \$1,000,000 each occurrence.

9. Eminent Domain.

(a) Right to award: Nothing herein will 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 the other owner's parcel or give the public or any government any rights in the properties subject to this ECR. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas, the award attributable to the land and improvements of such portion of the Common Areas will be payable only to the owner in fee thereof and no claim thereon will be made by the owners of any other portion of the Common Areas.

(b) Collateral claims: All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

(c) Tenant's Claim: Nothing in this paragraph will prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

(d) Restoration of Common Areas: Provided that the condemnation has not rendered the business conducted on a parcel economically infeasible to operate, the owner of the fee of each portion of the Common Areas so condemned will promptly

repair and restore the remaining portion of the Common Areas so owned as near as practicable to its condition immediately prior to such condemnation or transfer to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

10. Modifications:

(a) Modification - cancellation: This ECR may be modified or cancelled only by written consent of all record owners of the parcels affected by such action, which consents will not be unreasonably withheld. Chronis will execute such modifications hereof as may be reasonably required by the lenders or tenants of Parcels I and II.

(b) Delegation of authority. At least as long as either Owner or Developer is the initial user and/or operator of Parcels I and II, whether as owner or lessee, the authority for modifying this ECR will rest with them alone as to the parcels they own, use or operate.

(c) Attorney in Fact. Any purchaser, lender, lessee, assignee, grantee, sublessee or other party having any interest in the portions of Parcels I or II or the Additional Property that Owner and Developer has an interest in, will be deemed to have appointed Owner or Developer as their attorneys-in-fact for their respective parcels for the purpose of negotiating and entering into any modifications of this ECR, except for extending the duration hereof. Cancellation of this ECR will not be considered a modification.

11. Remedies.

(a) Parties Entitled to Relief. In the event of breach of this ECR, only all record owners of Parcel I as a group, or all the record owners of Parcel II as a group, or all record owners of the Additional Property as a group, or Owner so long as it has an interest as Owner or tenant in Parcel I, or Developer so long as it has an interest in any part of Parcel II, or all the record owners of the Chronis Property as a group, will be entitled to institute proceedings at law or in equity for full and adequate relief from the consequences of said breach (except as set forth in sections 4(b) and (g) hereof). The unsuccessful party in any action will pay to the prevailing party a reasonable sum for attorney's fees, costs and expenses of such action, which will be deemed to have accrued on the commencement of such action and will be enforceable whether or not such action is prosecuted to judgment.

(b) Remedies for default: If the owner of any parcel will, during the term of this ECR, default in the full, faithful and punctual performance of any obligation required

hereunder, and if at the end of thirty (30) days after written notice from any owner of a parcel or the party to whom its authority has been delegated, stating with particularity the nature and extent of such default, the defaulting owner has failed to cure such default, or, if such default is not susceptible of cure within thirty (30) days, if a diligent effort is not then being made to cure such default, then any other owner of a parcel of land subject to this ECR or the party to whom its authority has been delegated will, in addition to all other remedies it may have at law or in equity, have the right to perform such obligation of this ECR on behalf of such defaulting owner and be reimbursed by such defaulting owner of the cost thereof with interest at the rate of twelve percent (12%) per annum. Any such claim for reimbursement, together with interest, will be a secured right and a lien will attach and take effect upon recordation of a proper claim of lien by the claimant in the office of the Bernalillo County Clerk, New Mexico. The claim of lien will include the following: (1) the name of the claimant; (2) a statement concerning the basis of the claim of the lien, (3) the last known name and address of the owner or reputed owner of the parcel against which the lien is claimed; (4) a description of the property against which the lien is claimed; (5) a description of the work performed or payment made which has given rise to the claim of lien hereunder and a statement itemizing the amount thereof; and (6) a statement that the lien is claimed pursuant to the provisions of this ECR reciting the date, book and page of the recordation hereof. The notice will be duly verified, acknowledged and contain a certificate that a copy thereof has been delivered to the party against whom the lien is claimed, in accordance with the notice provisions of this ECR, and otherwise to the address for mailing of tax statements with respect to the property against which the lien is claimed. The lien so claimed will attach from the date of recordation solely in the amount claimed thereby and it may be enforced in any manner allowed by law for the foreclosure of liens. Notwithstanding the foregoing, such liens will be subordinate to any mortgage or deed of trust given in good faith and for value now or hereafter encumbering the property subjected to the lien, and any purchaser at any foreclosure or (as well as any grantee by deed in lieu of foreclosure) under any first mortgage or deed of trust will take free and clear from any such then existing lien, but otherwise subject to the provisions of this ECR. The failure of the owner or owners of any of the parcels subject to this ECR to insist in any one or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions or agreements herein, will not be construed as a waiver or relinquishment for the future breach of the provisions hereof.

(c) Duration: Unless otherwise cancelled and terminated, this ECR and all the easements, rights and obligations hereof will automatically terminate and be of no further force or

effect after fifty-seven (57) years after the date hereof, except that the access and/or utility easements described herein, if any, will continue in full force and effect until terminated in writing by the parties entitled to modify this ECR in accordance with the provisions of 10(a) hereof.

12. Rights and Obligations of Lenders. The charges and burdens of this ECR are, and will at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust made in good faith and for value affecting the properties subject to this ECR or any improvements now or hereafter placed thereon. However, a breach of any of the easements, covenants, or restrictions hereof will not defeat or render invalid the lien or charge of any mortgage or deed of trust. The superiority of this ECR will be limited to the extent that title to any property acquired through sale under foreclosure of any mortgage or deed of trust effected by powers of sale, judicial proceedings, or otherwise, will be subject to all the charges and burdens affecting the properties subject to this ECR.

13. Release From Liability. Any persons acquiring fee or leasehold title to the properties subject to this ECR or any portion thereof will be bound by this ECR only as to the parcel or portion of the parcel acquired by such person. Such person will be bound by this ECR only during the period such person is the fee or leasehold owner of such parcel or portion of the parcel, except as to obligations, liabilities or responsibilities that accrue during such period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this ECR will continue to be benefits and servitudes upon the properties subject to this ECR, running with the land.

14. Rights of Successors. The easements, restrictions, benefits, and obligations hereunder will create mutual benefits and servitudes upon the properties subject to this ECR running with the land. This ECR will bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, tenants, successors, and/or assigns. The singular number includes the plural and any gender includes all other genders.

15. Paragraph Headings. The paragraph headings herein contained 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 document nor in any way affect the terms and provision hereof.

16. Not a Public Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the Common Areas to the general public or for the general public or for any public purposes whatsoever, it being the intention of the

parties hereto that this ECR will be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Common Areas of the parcels herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, this ECR, a deed or a dedication) is by permission, and subject to the control of the owner of such parcel. Notwithstanding any other provisions herein to the contrary, the owners of the parcels affected hereby may periodically restrict ingress and egress from the Common Areas in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress will be limited to the minimum period necessary to prevent the creation of a prescriptive easement and will occur at such a time as to have a minimum effect on the parties hereto.

17. Document Execution and Change. Once this document is fully executed and delivered it contains the entire ECR between the parties hereto, in executing it, the parties do not rely upon any statement, promise or representation not herein expressed. This ECR once executed and delivered will not be modified, changed, or altered in any respect except by a writing executed and delivered in the same manner as required for this ECR.

18. Force Majeure. Except in the event of labor disputes as set forth in paragraph 4(a), neither Owner nor Developer will be in default of any provision of this ECR to the extent such performance is delayed or prevented by strike, war, act of God, or other cause beyond the control of the party seeking to excuse performance.

19. Notices. Any notice, demand, approval or disapproval, consent or submission for approval or consent permitted or required hereunder (any "Notice") will be in writing, and any such Notice will be sent to the parties hereto by registered or certified mail, return receipt requested, postage prepaid, addressed to the parties at the address(es) set forth following their signatures, with a copy, in the case of Owner, to Gardere & Wynne, Attorneys & Counselors, 1500 Diamond Shamrock Tower, Dallas, Texas 75201, Attention: Mr. Larry Schoenbrun.

DATED: August 28, 1996

DEVELOPER:

COORS CENTRAL, LTD., a New Mexico limited partnership

By: [Signature]  
Its: General partner

By: Orion, Ltd., Its General Partner

528

By: [Signature]  
Its: General Partner

c/o Wiggins & Price, Lawyers  
P.O. Box 25424  
Albuquerque, New Mexico 87125

CHRONIS:

[Signature]  
TASSO CHRONIS

[Signature]  
ANNA CHRONIS

5925 Central Avenue N.W.  
Albuquerque, New Mexico 87105

OWNER:

MEX/TEX REALTY COMPANY, a Texas  
corporation

By: J. S. P. L.  
Its: Attorney

Address:

1708 Avenue G.  
Lubbock, Texas 79901

STATE OF NEW MEXICO       )  
                                      ) ss  
COUNTY OF BERNALILLO    )

The foregoing instrument was acknowledged before me this  
28th day of August, 1980 by Steven J. Beckman  
and Orion, Ltd. General Partners of Cocora Central,  
Ltd., a New Mexico limited partnership, on behalf of said  
partnership.

[Signature]  
Notary Public

My commission expires:

10-14-86

STATE OF NEW MEXICO )  
 ) ss  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this  
27<sup>th</sup> day of August, 1986, by Tasso Chronis and Anna  
Chronis, his wife.

W. M. Leach  
Notary Public

My Commission Expires:

10-14-86

STATE OF New Mexico;  
 ) ss  
COUNTY OF Bernalillo )

The foregoing instrument was acknowledged before me this  
21<sup>st</sup> day of August, 1986, by JAMES S. PLEASANT,  
Attorney of MEX/TEX Realty Company, a Texas corpo-  
ration, on behalf of said corporation.

Charles S. Price  
Notary Public

My Commission Expires:

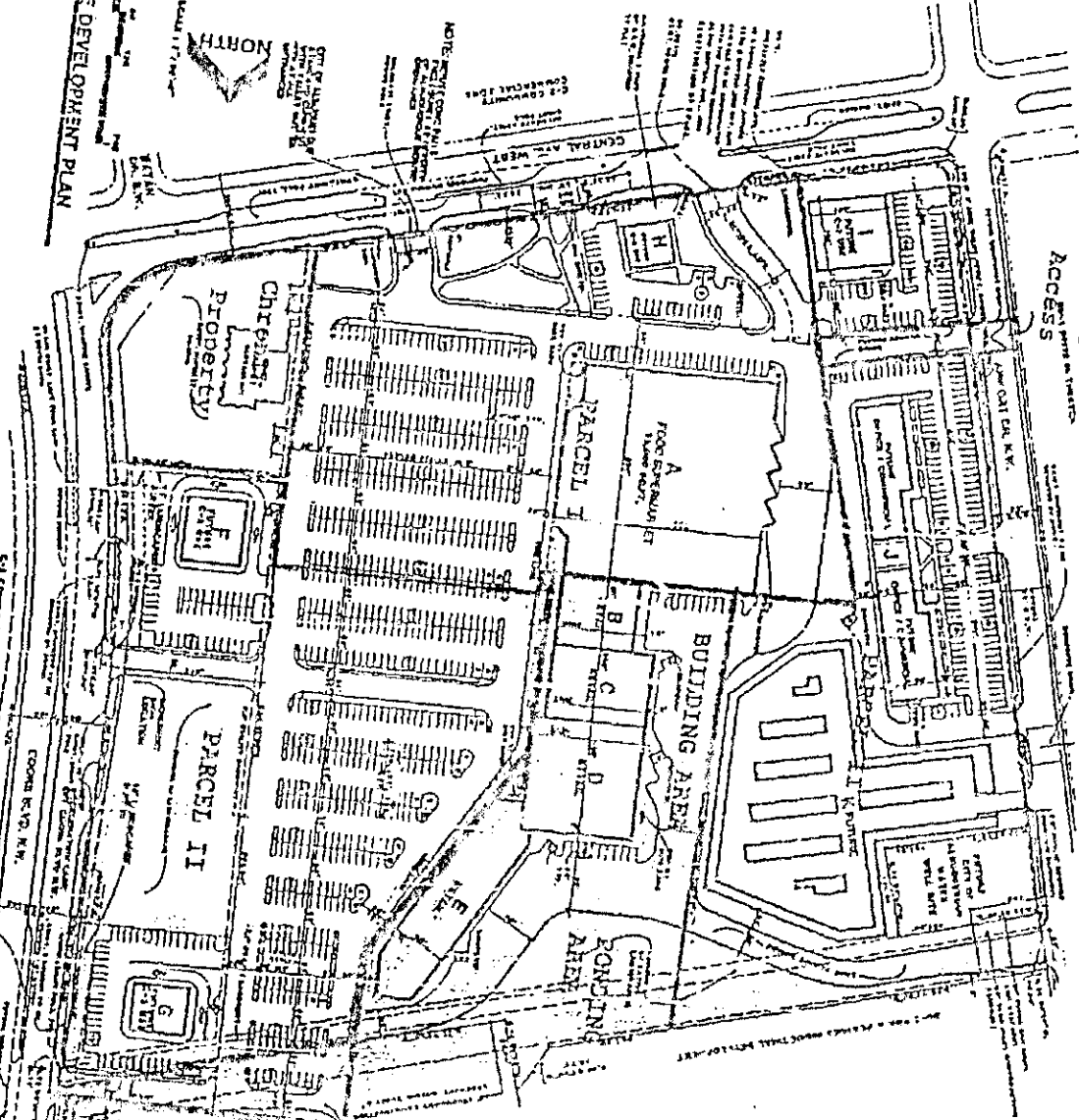
18 Feb 89

530

Future Access

SITE DEVELOPMENT PLAN

NORTH



COURS CENTRAL SHOPPING CENTER

Architects - Engineers  
VOGT & SYMONS P.A.  
1011 10th Avenue N.W.  
Atlanta, Georgia 30309

EXHIBIT A

EXHIBIT B

cc 531

LEGAL DESCRIPTION

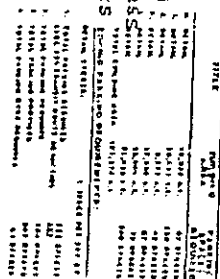
Tract B, HUBBELL PLAZA, City of Albuquerque, New Mexico as shown and designated on the replat dated June 10, 1986, recorded August 15, 1986, as Document No. 8676580 in Volume C31, Folio 75 records of Bernalillo County, New Mexico.

EXHIBIT C

CC 532

LEGAL DESCRIPTION

Tracts A, C, D, and E, HUBBELL PLAZA, City of Albuquerque, New Mexico as shown and designated on the replat dated June 10, 1986, recorded August 15, 1986, as Document No. 8676580 in Volume C31, Folio 75 records of Bernalillo County, New Mexico.



COPIES CENTRAL

EXHIBIT D

EXHIBIT E

LEGAL DESCRIPTION

CC 534

A certain tract or parcel of land being situate within Unit No. 1 of Atrisco Business Park, being designated as Tract D, filed October 3, 1972, in Volume D-5, page 62, County of Bernalillo, State of New Mexico.

EXHIBIT F

cc 535

LEGAL DESCRIPTION

Tract F, HUBBELL PLAZA, City of Albuquerque, New Mexico as shown and designated on the replat dated June 10, 1986, recorded August 15, 1986, as Document No. 8676580 in Volume C31, Folio 75 records of Bernalillo County, New Mexico.

SUPERSEDED

86 65812

Shaw ✓

cc 732.

DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS  
AFFECTING LAND (ECR)

BY

COORS CENTRAL, LTD. (DEVELOPER)  
and  
TASSO and ANNA CHRONIS (CHRONIS)

Steve Maestas

COORS CENTRAL SHOPPING CENTER

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD

1966 JUN 18 PM 1:29

Doc 373A 722-758

DOLORES C. WALLER  
CO. CLERK & RECORDER

Deputy

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AFFECTING LAND (ECR)

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- A - Site Plan - Parcels I and II
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- D - Site Plan - Additional Property
- E - Legal Description - Additional Property
- F - Legal Description - Chronis Property

(11)

DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS  
AFFECTING LAND (ECR):

COORS CENTRAL, LTD., a New Mexico limited partnership ("Developer") and TASSO and ANNA CHRONIS, husband and wife ("Chronis") declare and agree:

1. Recitals. Developer is the owner of Parcel I and II as shown on the plan attached hereto as Exhibit A, and which are more particularly described on Exhibit B and Exhibit C. Developer is also the owner, through a related entity, of the "Additional Property" lying adjacent to Parcel II on the north and described on Exhibits D and E attached hereto. Developer desires that Parcel I and Parcel II (excepting from Parcel II that land labeled "Future Development" on Exhibit A) be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial shopping center (the "Shopping Center") and desire that Parcel I and Parcel II and the Additional Property be subject to the easements and the covenants, conditions and restrictions hereinafter set forth. Chronis desires to join in certain of the reciprocal easements granted hereby, to assure the orderly development of the Shopping Center and to enhance the value of the Chronis Property. Chronis owns the property labeled as the "Chronis Property" on Exhibit A and more particularly described on Exhibit F.

2. Consideration. Developer and Chronis mutually subject Parcel I, Parcel II, the Additional Property and the Chronis Property to the conditions of this ECR in consideration that the following conditions will be binding upon the parties hereto and will attach to and run with Parcels I, II, the Additional Property, and the Chronis Property and will be for the benefit of and will be limitations upon all future owners of Parcels I, II, the Additional Property and the Chronis Property and that all easements herein set forth will be appurtenant to the dominant estates, and in consideration of the mutual promises, covenants, conditions, restrictions, easements and encumbrances contained herein.

3. Building/Common Areas.

(a) "Building Areas" as used herein will mean that portion of Parcel I shown on Exhibit A as "Food Supermarket" and that portion of Parcel II adjacent to the Food Supermarket and labeled "Building Area," and that portion of the Chronis Property shown as "Existing Tasso's Restaurant" and will also mean any area upon which buildings may be constructed on the Shopping Center, subject to the restrictions contained herein.

(b) "Common Areas" will be all of the Shopping Center and the Chronis Property except the Building Areas.

(c) Conversion to Common Areas: Those portions of the Building Areas on each parcel which are not or cannot from time to time be used will become part of the Common Area for the uses permitted hereunder and will be improved, kept and maintained as provided in this ECR. An area converted to Common Area may be converted back to Building Area by the development as Building Area, if at the time of conversion back to Building Area it meets the requirements of this ECR.

#### 4. Buildings.

(a) Use: Buildings in the Shopping Center will be for commercial purposes of the type usually found in a retail shopping center. The tenants occupying the buildings will be primarily retail and service tenants of the type normally associated with a retail shopping center. During the term of this ECR, the building on Parcel I (the "Supermarket") will be continuously operated (except for reasonable periods for repair and restoration) during customary supermarket operating periods, as a food supermarket or related uses. If Parcel I is conveyed by Developer and Developer retains ownership of Parcel II, the owner of Parcel I will be in default under this paragraph after notice from Developer of such owner's failure to comply with this paragraph, and after the expiration of thirty (30) days from such owner's receipt of such notice, if such owner has not cured the failure to comply within such thirty (30) day period. Chronis will have no rights or obligations under this paragraph.

(b) Developer's Remedy for Breach of Use Restrictions: Developer's sole remedy for an owner's breach of the use restrictions set forth in the preceding paragraph will be to be relieved of the use restriction regarding no other supermarket, as set forth in paragraph 4(i)(4) of this ECR. In the event of such owner's default and failure to timely cure, Developer may, at any time thereafter, record with the Clerk of Bernalillo County, New Mexico, a notice of such owner's failure to comply with such use restriction, and the restriction regarding no other supermarket use will automatically be deemed removed from all properties subject to this ECR.

(c) Location: no building will be constructed on the Shopping Center, except within the Building Areas. Chronis will have no rights or obligations under this Paragraph.

(d) Design and Construction of the Shopping Center: The Supermarket and the remaining buildings in the Shopping Center will be designed so that the exterior elevations will be architecturally and aesthetically compatible with each other. The design and construction will be in conformity with sound architectural and engineering standards and the construction will be first quality. Owners of Parcels I and II will

coordinate with each other as to the exterior design and landscaping of improvements in the Shopping Center, and each will have the right to reasonably approve the exterior architectural design and landscaping for their respective improvements within the Shopping Center and any modifications thereof. Chronis will have no rights or obligations under this paragraph.

(e) Construction on Parcel I: The owner of Parcel I will commence construction of the Supermarket as soon as reasonably practical, will diligently pursue construction of the Supermarket to completion, and will complete construction and open the Supermarket for business no later than August 1, 1987. The owner of Parcel I will be in default under this paragraph after notice from Developer of failure to comply with this paragraph, and after the expiration of ten (10) days from receipt of such notice, if such owner has not cured the failure to comply within such ten (10) day period. Chronis will have no rights or obligations under this paragraph.

(f) Developer Construction on Shopping Center Portion of Parcel II: Developer will commence construction of the buildings on Shopping Center portion of Parcel II ("Developer's Buildings") as soon as reasonably practical, and Developer will diligently pursue construction of Developer's Buildings to completion. Developer will, by August 1, 1987, complete construction of at least 15,000 square feet of tenant space in Developer's Buildings adjacent to Parcel I on the north. Developer will be in default under this paragraph after notice from the owner of Parcel I (if conveyed by Developer) of Developer's failure to comply with this paragraph, and after expiration of ten (10) days from Developer's receipt of such notice, if Developer has not cured the failure to comply within such ten (10) day period. Chronis will have no rights or obligations under this paragraph.

(g) Failure to Comply with Construction Deadlines: If the owner of Parcel I or of Parcel II fails to comply with the deadlines set forth in subparagraphs (e) and (f) above, after notice and opportunity to cure as required above, then the other party will be entitled to collect from the defaulting party a penalty in the amount of \$1,000 per day. Such penalty will commence on the day after expiration of the applicable cure period after notice of default, and will continue until the defaulting party complies with the construction provisions set forth above. However, a party is not entitled to assert a right to the \$1,000 per day penalty until the party seeking to assert such right is itself in compliance with the construction deadline set forth above. In addition, upon failure of the owner of Parcel I to comply with the construction deadline and after applicable notice of opportunity to cure, Developer will be released from the use restriction regarding

no other supermarket. Developer will be entitled to record a notice of such failure to comply with construction deadline with the Clerk of Bernalillo County, New Mexico and the use restriction set forth in paragraph 4(i)(4) hereof will automatically be deemed released from all properties subject to this ECR. Chronis will have no rights or obligations under this paragraph.

(h) Construction on Chronis Property: Any substantial exterior modifications to the existing building on the Chronis Property, and any new building on the Chronis Property, will be architecturally and aesthetically compatible with the Shopping Center. The design and construction will be in conformity with sound architectural and engineering standards and the construction will be first quality. Chronis will submit any plans for such improvements to Developer and any owner of Parcel I for prior approval of exterior design and landscaping. Failure of Developer or any owner of Parcel I to respond in writing within thirty (30) days after receipt of such plans will be deemed approval thereof by such party. In no event will the building in the Chronis Property ever exceed the height of the building existing on the date of this ECR, without the consent of the owners of Parcels I and II.

(i) Other Use Restrictions: The following additional restrictions apply to the properties subject to this ECR, except that Chronis will have no rights or obligations under this paragraph:

(1) Restaurants. In that portion of the Shopping Center adjacent to Parcel I, Developer will not place a restaurant on Parcel II within 150 feet of Parcel I, without the prior written consent of the owner of Parcel I. The owner of Parcel I will not place a restaurant in Parcel I, without the prior written consent of Developer. Any consent under this subparagraph may be withheld pending receipt of such information and satisfaction of such requirements as is appropriate in planning for the operation of a supermarket and shopping center, and will not be unreasonably withheld.

(2) Developer's Pad. The Pad on Parcel II labeled on Exhibit A with a building labeled "F-Future" and located adjacent to Tasso's Restaurant on Coors Road will be limited to one story in height.

(3) All Pads. All portions of the Shopping Center subdivided into "Pads" for outlying buildings will contain at least 3 feet of property area per square foot of building area.

(4) Supermarkets. So long as Parcel I contains an operating Supermarket, no other grocery supermarket may be operated on Parcel II or on the Additional Property; however,

Developer may operate a convenience grocery store, such as a "7-11" or "Circle K."

5. Common Areas Use.

(a) Grant of Easements: The following easements are granted:

(1) Common Areas. Each party, as grantor, hereby grants to the other party for the benefit of the other party, and Developer declares, for the mutual benefit of the Property subject hereto, its customers, invitees and employees, a nonexclusive easement for roadways, walkways, ingress and egress to and from the public rights-of-way adjacent to the Properties subject to this ECR, drainage of storm waters, irrigation, landscaping, the parking of motor vehicles and use of facilities installed for the comfort and convenience of customers, invitees, employees, agents and contractors on the Common Areas of the grantor's parcel. In no event, however, will Parcels I or II have the right to drain storm waters onto or to pond waters upon, the Chronis Property, nor will Chronis have the reciprocal right upon Parcels I and II. Further, Chronis will at all times maintain sufficient parking on the Chronis Property to meet appropriate zoning code standards.

(2) Easement Property: Developer also declares and grants an easement for the benefit of Parcel I and Parcel II, upon a portion of the Additional Property, for the use by the owners, their customers, invitees and employees, a non-exclusive easement for ingress and egress and for parking. The portion of the Additional Property subject to the ingress, egress and parking easement is depicted generally as the "Easement Property" on Exhibit A. Developer may at any time determine the exact location of the Easement Property by legal description and record a definitive description thereof in the real property records of Bernalillo County, New Mexico.

(3) Access to Airport Drive: Developer reserves an easement upon generally those portions of Parcel II labeled on Exhibit A as "Future Access" across the "Future Development" Property for the benefit of Parcels I and II and for the benefit of the Additional Property, for the use by the owners, their customers, invitees and employees, non-exclusive easements for ingress and egress. Developer may at any time determine the exact location of the "Future Access" easements by legal description and record definitive descriptions thereof in the real property records of Bernalillo County, New Mexico.

(4) Access to Bluewater Road N.W.: Developer reserves an easement upon generally those portions of the Additional Property labeled on Exhibit D as "Access Drives" across the Additional Property for the benefit of Parcels I

and II, for use by the owners, their customers, invitees and employees, non-exclusive easements for ingress and egress. Developer may at any time determine the exact location of the "Access Drives" by legal description and record definitive descriptions thereof in the records of Bernalillo County, New Mexico. Regardless of the exact location, the Access Drives will provide at least two (2) access lanes and one service drive from Parcel II to Bluewater Road N.W. within each drive, to be at least thirty feet (30') wide.

(b) Use: Subject to existing easements of record, the Common Areas will be used for roadways, walkways, storm water drainage, irrigation, landscaping, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, for driveway purposes, and for the comfort and convenience of customers, invitees and employees of all businesses and occupants of the buildings constructed on the Building Areas.

(c) No Barriers: No party will construct or maintain any walls, fences, or barriers of any kind on the Common Areas, or any portion thereof, which will prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, pedestrians and vehicular traffic between the various parcels, provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking areas in the Common Areas are not closed or blocked. The only exceptions to this provision will be (1) for changes to the Building Areas and Common Areas permitted by this ECR, and (2) for incidental encroachments upon the Common Areas which may occur as a result of the use of ladders, scaffolding, store-front barricades and similar facilities resulting in temporary obstruction of the Common Areas, all of which are permitted so long as their use is kept within reasonable requirements of construction work being expeditiously pursued.

(d) Limitations on use:

(1) Customers: Customers and invitees will not be permitted to park on the Common Areas except while shopping or transacting business on the properties subject to this ECR.

(2) Employees: Employees will not be permitted to park on the Common Areas, except in areas designated as "employee parking areas," if such areas are so designated by Owner or Developer on their own parcels. The parties may individually require that the employees of the other parcels park on such parcels.

(3) General: All of the uses permitted within the Common Areas will be used with reason and judgment so as not

to interfere with the primary purpose of the Common Areas which is to provide for parking for the customers, invitees and employees of those businesses conducted within the Building Areas and for the servicing and supplying of such businesses. Persons using the Common Areas in accordance with this ECR will not be charged any fee for such use.

(c) Utility and service easements: The parties and future owners of the Properties subject hereto will cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities, ponding areas, bus bays and shelters, and other proper services necessary for the orderly development and operation of the Common Areas and buildings to be erected upon the Building Areas. All such parties will use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas.

(f) Additional Property: Developer or Developer's successors and assigns may develop the Additional Property as a shopping center. If the Additional Property is developed as a shopping center, the owner of the Additional Property and the owners of Parcels I and II will mutually subject the Additional Property and Parcels I and II to non-exclusive easements for roadways, walkways, ingress and egress, parking and other uses similar to the easements for common areas granted by this ECR. Chronis will have no rights or obligations under this paragraph.

6. Common Areas: Development, Maintenance and Taxes.

(a) Development.

(1) Landscaping: The respective portions of the Shopping Center will at all times have landscaping in accordance with applicable City of Albuquerque ordinances, regulations, rules and requirements. The owners of Parcels I and II may require additional landscaping upon the Chronis Property for aesthetic purposes. Chronis will cooperate in the placement of such additional landscaping, provided that the cost of installation and maintenance of such landscaping will be borne by the owners of Parcels I and II.

(2) Development Timing: When any building is constructed within the Building Areas on a parcel, the Common Areas on that parcel will be developed in accordance with Exhibit A at the expense of the owner of such parcel. The owners of Parcels I and II may elect to share site improvement costs as to the Shopping Center and the Easement Property on a pro rata basis according to the floor area of the improvements then planned in the Shopping Center. If either party constructs improvements on its parcel prior to the development of the other parcel, the developing party may grade, pave and

use any portion of the Common Areas of the other party's parcel. The developing party will cause all of such work to be separately bid on a competitive basis, and the costs and proposed work will be approved in advance by the other party in writing, provided that such approval will not be unreasonably withheld, and the other party agrees to reimburse the developing party for such costs when any portion of its parcel is so developed. Reimbursement will be within thirty (30) days after receipt of an itemized billing. If not paid within such thirty (30) day period, such billing will bear interest from the date of completion of such work to the date of payment at the rate of 12% per annum. Chronis will have no rights or obligations under this paragraph.

(3) Grading and Drainage Plan: The owners of Parcels I and II will perform all site work on their respective parcels in compliance with the grading and drainage plan approved by the City of Albuquerque. Chronis will have no rights or obligations under this paragraph.

(b) Maintenance.

(1) Standards: Following completion of the improvement of the Common Areas, the owners thereof will maintain the Common Areas in good condition and repair. The maintenance is to include, without limiting the generality of the foregoing, the following:

A. Maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as will in all respects be equal in quality, use and durability.

B. Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition, and free of snow and ice.

C. Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines.

D. Operating and keeping in repair and replacing, where necessary, such artificial lighting facilities as will be reasonably required.

E. Maintaining all perimeter walls in good condition and state of repair; and

F. Maintaining all landscaped areas and making such replacements of shrubs and other landscaping as is necessary; however Chronis' responsibility for maintenance of landscaping is limited in paragraph 6(a)(1) hereof.

(2) Responsibility: The owners of Parcels I and II may mutually agree that Developer or Developer's representative will assume responsibility for maintenance of the parking, driveways and landscaping portions of the Common Areas located in the Shopping Center. At any time, upon at least sixty (60) days' prior written notice, Developer may discontinue the practice of maintaining such portions of the Common Areas located on Parcel I, at which time owner will continue responsibility for maintenance of such owner's Common Areas. Chronis will have no rights or obligations under this paragraph.

(3) Expenses:

(a) The respective owners will pay the maintenance expense of their parcels, except that, during the period that Developer is maintaining Parcel I parking, driveways and landscaping, the owner of Parcel I will pay Developer, monthly in advance, that portion of the Shopping Center Common Area Costs (hereinafter defined) that the number of square feet of Parcel I bears to the total number of square feet in the Shopping Center. Parcel I's share of Shopping Center Operating Costs will be estimated in advance by Developer and will be computed on the basis of periods of twelve (12) consecutive calendar months except that the first such period may be of greater or less duration, commencing and ending on such dates as may be designated by Developer. Such estimate will be paid in advance by the owner of Parcel I promptly upon receipt of monthly bills therefor from Developer without any deduction or set-off whatsoever. The owner of Parcel I will pay to Developer on demand the amount, if any, equal to the difference between such owner's proportionate share of the actual Shopping Center Common Area Cost and the estimated Shopping Center Common Area Cost. The balance, if any, of such estimate remaining after the payment of the actual Shopping Center Common Area Cost will be held by Developer and applied to the next monthly payment provided to be paid in this section. Such owner will not be entitled to receive interest on any additional payments paid hereunder. Developer may, at its option, adjust the twelve (12) month estimate of payments provided to be paid in this section quarter-annually in order to reduce discrepancies between the estimated payments and the payments actually required to pay the actual Shopping Center Common Area Cost.

(b) For the purpose of this section, the term "Shopping Center Common Area Cost" is hereby defined to mean the total cost and expense incurred in operating, managing, equipping, lighting, repairing, insuring, replacing and maintaining the Common Areas, excluding only items of expense commonly known and designated as carrying charges, but specifically including, without limitation, repair and maintenance of clocks and fountains, gardening and landscaping, storm

drainage systems and other utility systems, sprinkler systems, security personnel, traffic control equipment, the cost of public liability and property damage insurance, repairs, line painting, lighting, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, removal and/or repair of graffiti or damage caused by vandals, depreciation on or rentals of machinery and equipment used in such maintenance, the cost of personnel to implement such services, to direct parking, and to police the Common Areas and fifteen percent (15%) of all the foregoing costs to cover Developer's administrative and overhead costs.

(c) Taxes: Each owner of the properties subject hereto will agree to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

7. Signs. Developer may impose reasonable sign standards upon the properties subject hereto.

8. Indemnification/Insurance.

(a) Indemnification: The owner of each parcel subject hereto will indemnify and save the other owners harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property and occurring on its own parcel, except if caused by the act or neglect of the other owners.

(b) Insurance: Each owner will provide comprehensive general liability insurance affording protection to itself and the other party, naming the other owners as an "additional insured" under the policy or policies, for a combined bodily injury and property damage limit of liability of not less than \$1,000,000 each occurrence.

9. Eminent Domain.

(a) Right to award: Nothing herein will 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 the other owner's parcel or give the public or any government any rights in the properties subject to this ECR. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas, the award attributable to the land and improvements of such portion of the Common Areas will be payable only to the owner in fee thereof and no claim thereon will be made by the owners of any other portion of the Common Areas.

(b) Collateral claims: All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

(c) Tenant's Claim: Nothing in this paragraph will prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

(d) Restoration of Common Areas: Provided that the condemnation has not rendered the business conducted on a parcel economically infeasible to operate, the owner of the fee of each portion of the Common Areas so condemned will promptly repair and restore the remaining portion of the Common Areas so owned as near as practicable to its condition immediately prior to such condemnation or transfer to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

#### 10. Modifications:

(a) Modification - cancellation: This ECR may be modified or cancelled only by written consent of all record owners of the parcels affected by such action, which consents will not be unreasonably withheld. Chronis will execute such modifications hereof as may be reasonably required by the lenders or tenants of Parcels I and II.

(b) Delegation of authority. At least as long as Developer is the initial user and/or operator of Parcels I and II or both the parcels, whether as owner or lessee, the authority for modifying this ECR will rest with Developer alone as to the parcels Developer owns, uses or operates.

(c) Attorney in Fact. Any purchaser, lender, lessee, assignee, grantee, sublessee or other party having any interest in the portions of Parcels I or II or the Additional Property that Developer has an interest in, will be deemed to have appointed Developer as their attorney-in-fact for their respective parcels for the purpose of negotiating and entering into any modifications of this ECR, except for extending the duration hereof. Cancellation of this ECR will not be considered a modification.

#### 11. Remedies.

(a) Parties Entitled to Relief. In the event of breach of this ECR, only all record owners of Parcel I as a group, or all the record owners of Parcel II as a group, or all record owners of the Additional Property as a group, or Developer so long as it has an interest in any part of Parcel I or Parcel

II, or all the record owners of the Chronis Property as a group, will be entitled to institute proceedings at law or in equity for full and adequate relief from the consequences of said breach (except as set forth in sections 4(b) and (g) hereof). The unsuccessful party in any action will pay to the prevailing party a reasonable sum for attorney's fees, costs and expenses of such action, which will be deemed to have accrued on the commencement of such action and will be enforceable whether or not such action is prosecuted to judgment.

(b) Remedies for default: If the owner of any parcel will, during the term of this ECR, default in the full, faithful and punctual performance of any obligation required hereunder, and if at the end of thirty (30) days after written notice from any owner of a parcel or the party to whom its authority has been delegated, stating with particularly the nature and extent of such default, the defaulting owner has failed to cure such default, or, if such default is not susceptible of cure within thirty (30) days, if a diligent effort is not then being made to cure such default, then any other owner of a parcel of land subject to this ECR or the party to whom its authority has been delegated will, in addition to all other remedies it may have at law or in equity, have the right to perform such obligation of this ECR on behalf of such defaulting owner and be reimbursed by such defaulting owner of the cost thereof with interest at the rate of twelve percent (12%) per annum. Any such claim for reimbursement, together with interest, will be a secured right and a lien will attach and take effect upon recordation of a proper claim of lien by the claimant in the office of the Bernalillo County Clerk, New Mexico. The claim of lien will include the following: (1) the name of the claimant; (2) a statement concerning the basis of the claim of the lien, (3) the last known name and address of the owner or reputed owner of the parcel against which the lien is claimed; (4) a description of the property against which the lien is claimed; (5) a description of the work performed or payment made which has given rise to the claim of lien hereunder and a statement itemizing the amount thereof; and (6) a statement that the lien is claimed pursuant to the provisions of this ECR reciting the date, book and page of the recordation hereof. The notice will be duly verified, acknowledged and contain a certificate that a copy thereof has been delivered to the party against whom the lien is claimed, in accordance with the notice provisions of this ECR, and otherwise to the address for mailing of tax statements with respect to the property against which the lien is claimed. The lien so claimed will attach from the date of recordation solely in the amount claimed thereby and it may be enforced in any manner allowed by law for the foreclosure of liens. Notwithstanding the foregoing, such liens will be subordinate to any mortgage or deed of trust given in good faith and for value now or

hereafter encumbering the property subjected to the lien, and any purchaser at any foreclosure or (as well as any grantee by deed in lieu of foreclosure) under any first mortgage or deed of trust will take free and clear from any such then existing lien, but otherwise subject to the provisions of this ECR. The failure of the owner or owners of any of the parcels subject to this ECR to insist in any one or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions or agreements herein, will not be construed as a waiver or relinquishment for the future breach of the provisions hereof.

(c) Duration: Unless otherwise cancelled and terminated, this ECR and all the easements, rights and obligations hereof will automatically terminate and be of no further force or effect after fifty-seven (57) years after the date hereof, except that the access and/or utility easements described herein, if any, will continue in full force and effect until terminated in writing by the parties entitled to modify this ECR in accordance with the provisions of 10(a) hereof.

12. Rights and Obligations of Lenders. The charges and burdens of this ECR are, and will at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust made in good faith and for value affecting the properties subject to this ECR or any improvements now or hereafter placed thereon. However, a breach of any of the easements, covenants, or restrictions hereof will not defeat or render invalid the lien or charge of any mortgage or deed of trust. The superiority of this ECR will be limited to the extent that title to any property acquired through sale under foreclosure of any mortgage or deed of trust effected by powers of sale, judicial proceedings, or otherwise, will be subject to all the charges and burdens affecting the properties subject to this ECR.

13. Release From Liability. Any persons acquiring fee or leasehold title to the properties subject to this ECR or any portion thereof will be bound by this ECR only as to the parcel or portion of the parcel acquired by such person. Such person will be bound by this ECR only during the period such person is the fee or leasehold owner of such parcel or portion of the parcel, except as to obligations, liabilities or responsibilities that accrue during such period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this ECR will continue to be benefits and servitudes upon the properties subject to this ECR, running with the land.

14. Rights of Successors. The easements, restrictions, benefits, and obligations hereunder will create mutual benefits and servitudes upon the properties subject to this ECR running with the land. This ECR will bind and inure to the

benefit of the parties hereto, their respective heirs, personal representatives, tenants, successors, and/or assigns. The singular number includes the plural and any gender includes all other genders.

15. Paragraph Headings. The paragraph headings herein contained 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 document nor in any way affect the terms and provision hereof.

16. Not a Public Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the Common Areas to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this ECR will be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Common Areas of the parcels herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, this ECR, a deed or a dedication) is by permission, and subject to the control of the owner of such parcel. Notwithstanding any other provisions herein to the contrary, the owners of the parcels affected hereby may periodically restrict ingress and egress from the Common Areas in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress will be limited to the minimum period necessary to prevent the creation of a prescriptive easement and will occur at such a time as to have a minimum effect on the parties hereto.

17. Document Execution and Change. Until this document is fully executed and delivered by Chronis and Developer, there is not and will not be an ECR of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. Once this document is fully executed and delivered it contains the entire ECR between the parties hereto, in executing it, the parties do not rely upon any statement, promise or representation not herein expressed. This ECR once executed and delivered will not be modified, changed, or altered in any respect except by a writing executed and delivered in the same manner as required for this ECR.

18. Notices. Any notice, demand, approval or disapproval, consent or submission for approval or consent permitted or required hereunder (any "Notice") will be in writing, and any such Notice will be sent to the parties hereto by registered or certified mail, return receipt requested, postage prepaid, addressed to the parties at the address(es) set forth following their signatures.

DATED: \_\_\_\_\_, 1986

DEVELOPER:

COORS CENTRAL, LTD., a New Mexico limited partnership

By: [Signature]  
Its: General partner

By: [Signature]  
Its: General Partner

Address:

c/o Wiggins & Price, Lawyers  
P.O. Box 25424  
Albuquerque, New Mexico 87125  
CHRONIS:

[Signature]  
TASSO CHRONIS

[Signature]  
ANNA CHRONIS

Address:

5925 Central Avenue N.W.  
Albuquerque, New Mexico 87105

CONSENTED AND AGREED TO:

COORS ROAD SOUTH PARTNERSHIP,  
a New Mexico general partnership

By: [Signature]  
Its: General Partner

P.O. Box 25424  
Albuquerque, New Mexico 87125

STATE OF NEW MEXICO       )  
COUNTY OF BERNALILLO    ) ss

The foregoing instrument was acknowledged before me this  
2nd day of July, 1986, by John F. Black  
and Myra S. Black, General Partners of Coors Central,  
Ltd., a New Mexico limited partnership, on behalf of said  
partnership.

W. M. Roach  
Notary Public

My commission expires:

10-14-86

STATE OF NEW MEXICO       )  
COUNTY OF BERNALILLO    ) ss

The foregoing instrument was acknowledged before me this  
1st day of July, 1986, by Tasso Chronis and Anna  
Chronis, his wife.

W. M. Roach  
Notary Public

My Commission Expires:

10-14-86

STATE OF NEW MEXICO       )  
COUNTY OF BERNALILLO    ) ss

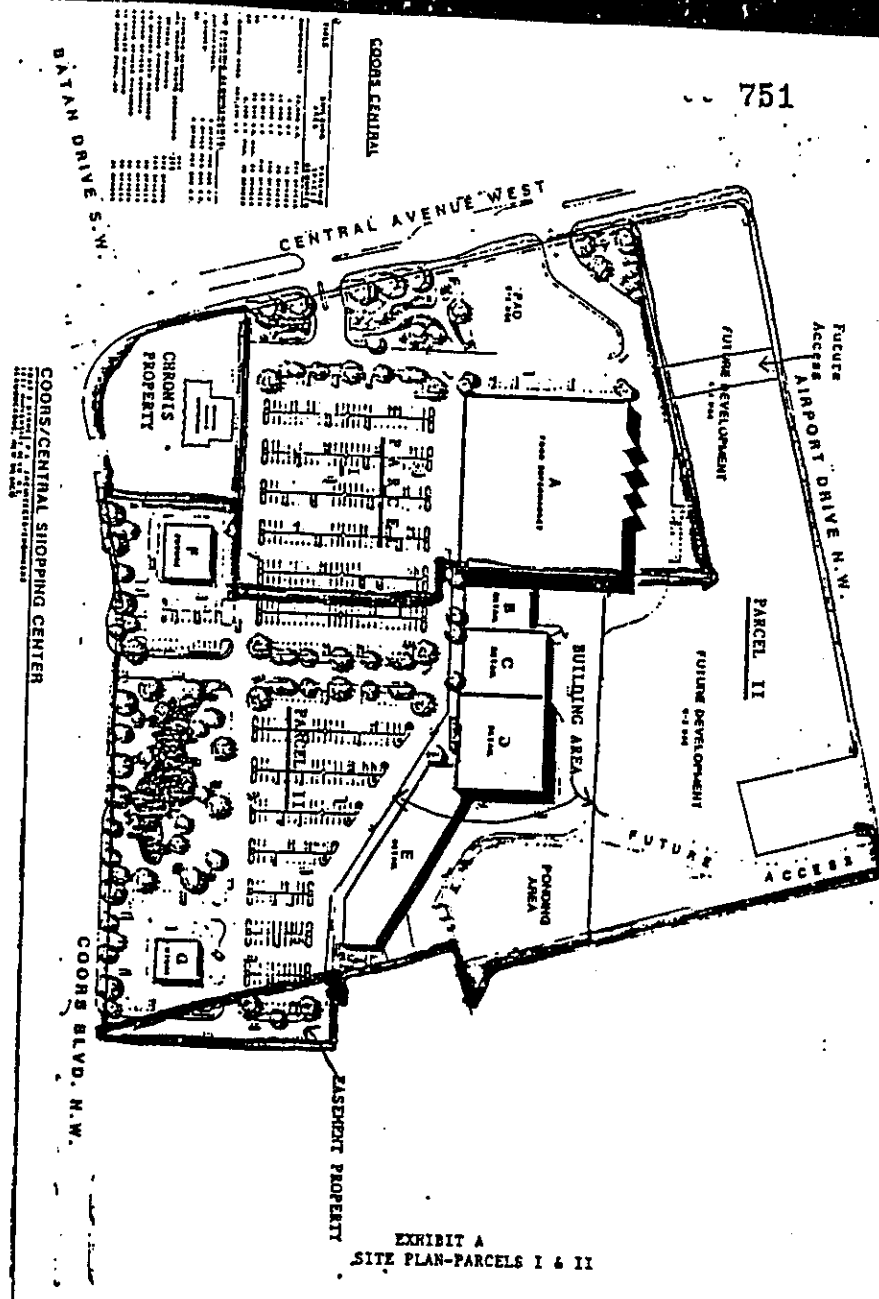
The foregoing instrument was acknowledged before me this  
2nd day of July, 1986, by John F. Black, general  
partner of Coors Road South Partnership, a New Mexico general  
partnership, on behalf of said partnership.

W. M. Roach  
Notary Public

My Commission Expires:

10-14-86

751



ORIGINAL COPY TOO LIGHT  
IN DENSITY TO PHOTOGRAPH  
BY MICROFILM PROPERLY.

EXHIBIT B  
PARCEL I  
LEGAL DESCRIPTION

LEGAL DESCRIPTION

That certain parcel of land situate within the Town of Alameda Grant in projected Section 22, Township 10 North, Range 1 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, comprising a portion of Lot 2, as the same is shown and designated on the plat entitled "LOTS 1 & 2 OF TRACT C-27, AIRPORT UNIT OF THE TOWN OF ATRISCO GRANT" filed in the office of the County Clerk of Bernalillo County, New Mexico, on February 15, 1983, in Volume C20, folio 170, and a portion of Tracts C-23 and C-24, as the same are shown and designated on the plat entitled "PLAT SHOWING A PORTION OF TRACTS ALLOTTED FROM TOWN OF ATRISCO GRANT IN SCHOOL DISTRICT 28, BERNALILLO COUNTY, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico, on December 2, 1944, in Volume D, folio 117, and a portion of Tract C-24A, as the same is shown and designated on the plat entitled "LOT 1, CHRONIS BUSINESS PARK, REPLAT OF PART OF TRACTS C-22, C-23, & C-24, TOWN OF ATRISCO GRANT, AIRPORT UNIT 4 INTO TRACT C-24A", filed in the office of the County Clerk of Bernalillo County, New Mexico, on September 23, 1976, in Volume C11, folio 112, more particularly described as follows:

BEGINNING at the Southeast corner of the parcel herein described, said corner being the Southeast corner of said Tract C-24A, a point on the Northerly right of way line of Central Avenue West, whence the New Mexico State Highway Commission Monument "NM-448-N1A" bears N 74° 51' 10" E, 337.25 feet distant; Thence,

S 74° 50' 33" W, 631.15 feet along the Southerly line of said Tracts C-24A, C-23, C-24 and Lot 2, and said Northerly right of way line of Central Avenue West to the Southwest corner of the parcel herein described; Thence,

N 12° 55' 56" W, 591.81 feet to the Northwest corner of the parcel herein described; Thence,

S 89° 22' 10" E, 406.52 feet to a point; Thence,

N 00° 37' 50" E, 31.40 feet to a point; Thence,

S 89° 22' 10" E, 340.00 feet to the Northeast corner of the parcel herein described, a point on the Easterly line of said Tract C-24A; Thence,

S 00° 37' 50" W, 436.40 feet along said Easterly line of Tract C-24A to the Southeast corner and point of beginning of the parcel herein described.

Said parcel contains 8.0000 acres, more or less.

## EXHIBIT C

PARCEL II  
LEGAL DESCRIPTION

Lot numbered Two (2) of Lots 1 and 2 of Tract C-27, AIRPORT UNIT OF THE TOWN OF ATRISCO GRANT, Bernalillo County, New Mexico, as the same is shown and designated on the Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on February 15, 1983.

Tract C-24-A, CHRONIS BUSINESS PARK, Replat of part of Tracts C-22, C-23 and C-24, Town of Atrisco Grant Airport Unit 4, into Tract C-24-A, Bernalillo County, New Mexico, as the same is shown and designated on the Replat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on September 23, 1976.

Parcel C-25, a certain tract of land, lying and being within the boundaries of said Atrisco Land Grant, in the County of Bernalillo, State of New Mexico. Bounded on the North by land of the Atrisco Grant, on the East by land of the Atrisco Grant, on the South by U.S. Highway 66, and on the West by land now or formerly owned by George Lovato, being one of the several tracts allotted from the Atrisco Land Grant, along one of the several tracts allotted from the Atrisco Land Grant, along the North line of U.S. Highway 66, and more particularly described as follows:

Beginning at the NW corner No. 1 whence the NE corner of Section 3, T. 10 N., R. 2 E., N.M.P.M. bears N. 2°26' E., 17,083.01 ft. distant and running thence N. 74°54' E., 210.00 ft. to the NE corner No. 2; thence S. 15°06' E., 1037.00 ft. to the SE corner No. 3; thence S. 74°54' W., 210.00 ft. along the North line of U.S. Highway 66 to the SW corner No. 4; thence N. 15°06' W., 1037.00 ft. to point of beginning.

Parcel C-26, a certain tract of land situate in School District No. 22, Bernalillo County, N.M., bounded on the North by land of the Atrisco Grant; on the South by U.S. Highway 66; and on the East by land of the Atrisco Grant; and on the West by land now or formerly owned by Trinidad Lovato, being one of the several tracts of land allotted from the Atrisco Land Grant along the north line of Highway 66, and more particularly described as follows:

Beginning at the NE corner No. 1 whence the NE corner of Section 3, T. 10 N., R. 2 E., N.M.P.M., bears N. 2°26' E., 17,083.01 ft. distant and running thence S. 15°06' E., 1037.00 ft. to the SE corner No. 2; thence S. 74°54' W., 210.00 ft. along the north line of U.S. Highway 66 to the SW corner No. 3; thence N. 15°06' W., 1037.00 ft. to the NW corner No. 4; thence N. 74°54' E., 210.00 ft. to point of beginning.

PLUS,

That certain parcel of land situate within the Town of Atrisco Grant in project Section 22, Township 10 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, comprising Lot 1-A, as the same is shown and designated on the plat entitled "REPLAT OF LOT 1, CHRONIS BUSINESS PARK, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico, on November 25, 1980, in Volume B18, folio 85, and the Northerly portion of Lot 1-B1, as the same is shown and designated on the plat entitled "SUMMARY PLAT, LOTS 1-B1 & 1-B2, BEING A REPLAT OF LOT 1-B, CHRONIS BUSINESS PARK, ALBUQUERQUE, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 22, 1984, in Volume B20, folio 145, more particularly described as follows:

BEGINNING at the the Northeast corner of said Lot 1-A and the Northeast corner of the parcel herein described, a point on the Westerly right of way line of Coors Road North, whence the New Mexico State Highway Commission Monument "NM-448-N1A" bears S 06° 39' 21" E, 1046.43 feet distant; Thence,

S 00° 37' 50" W, 523.54 feet along said Westerly right of way line of Coors Road North to a point of curvature; Thence,

Southeasterly . 184.65 feet along said Westerly right of way line of Coors Road North on the arc of a curve to the left (said curve having a radius of 1972.00 feet and a chord which bears S 02° 02' 17" E, 184.58 feet) to a point on curve; Thence,

S 85° 15' 37" W, 10.00 feet along said Westerly right of way line of Coors Road North to a point on curve; Thence,

Southeasterly . 108.12 feet along said Westerly right of way line of Coors Road North on the arc of a curve to the left (said curve having a radius of 1982.00 feet and a chord which bears S 06° 18' 09" E, 108.11 feet) to a point on curve and the Southeast corner of the parcel herein described; Thence,

N 89° 22' 10" W, 203.56 feet to the Southwest corner of the parcel herein described, a point on the West line of said Lot 1-B1; Thence,

N 00° 37' 50" E, 752.58 feet to the Northwest corner of said Lot 1-A and the Northwest corner of the parcel herein described; Thence,

N 75° 01' 28" E, 199.16 feet to the Northeast corner and point of beginning of the parcel herein described.

plus,

Tract C of Unit No. 1 of Atrisco Business Park as shown and designated on plat filed on October 3, 1972, in Volume D5, page 62 records of Bernalillo County, New Mexico.

Less:

LEGAL DESCRIPTION

That certain parcel of land situate within the Town of Alameda Grant in projected Section 22, Township 10 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, comprising a portion of Lot 2, as the same is shown and designated on the plat entitled "LOTS 1 & 2 OF TRACT C-27, AIRPORT UNIT OF THE TOWN OF ATRISCO GRANT", filed in the office of the County Clerk of Bernalillo County, New Mexico, on February 15, 1963, in Volume C20, folio 170, and a portion of Tracts C-25 and C-26, as the same are shown and designated on the plat entitled "PLAT SHOWING A PORTION OF TRACTS ALLOTTED FROM TOWN OF ATRISCO GRANT IN SCHOOL DISTRICT 28, BERNALILLO COUNTY, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico, on December 5, 1944, in Volume D, folio 117, and a portion of Tract C-24A, as the same is shown and designated on the plat entitled "LOT 1, CHRONIS BUSINESS PARK, REPLAT OF PART OF TRACTS C-22, C-23, & C-24, TOWN OF ATRISCO GRANT, AIRPORT UNIT 4 INTO TRACT C-24A", filed in the office of the County Clerk of Bernalillo County, New Mexico, on September 23, 1976, in Volume C11, folio 112, more particularly described as follows:

BEGINNING at the Southeast corner of the parcel herein described, said corner being the Southeast corner of said Tract C-24A, a point on the Northerly right of way line of Central Avenue West, whence the New Mexico State Highway Commission Monument "NM-448-N1A" bears N 74° 51' 10" E, 337.25 feet distant; Thence,

S 74° 53' 33" W, 631.15 feet along the Southerly line of said Tracts C-24A, C-25, C-26 and Lot 2, and said Northerly right of way line of Central Avenue West to the Southwest corner of the parcel herein described; Thence,

N 12° 53' 56" W, 591.81 feet to the Northwest corner of the parcel herein described; Thence,

S 89° 22' 10" E, 406.52 feet to a point; Thence,

N 00° 37' 30" E, 31.40 feet to a point; Thence,

S 89° 22' 10" E, 340.00 feet to the Northeast corner of the parcel herein described, a point on the Easterly line of said Tract C-24A; Thence,

S 00° 37' 30" W, 436.40 feet along said Easterly line of Tract C-24A to the Southeast corner and point of beginning of the parcel herein described.

Said parcel contains 8.0000 acres, more or less.

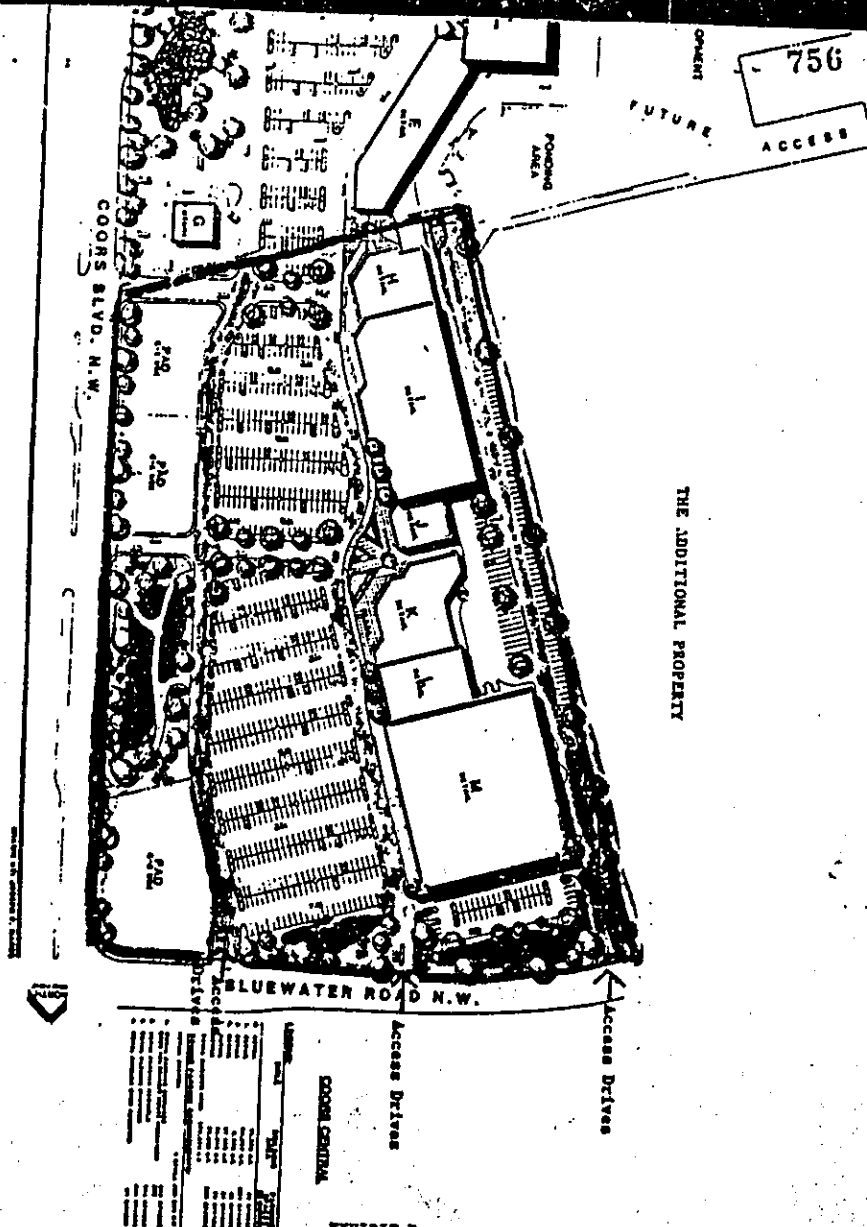


EXHIBIT D  
SITE PLAN - ADDITIONAL PROPERTY

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IN DENSITY TO PHOTOGRAPH  
BY MICROFILM PROPERLY.

EXHIBIT E

ADDITIONAL PROPERTY

A certain tract or parcel of land being situate within Unit No. 1 of Atrisco Business Park, being designated as Tract D, filed October 3, 1972, in Vol. D-5, page 62, County of Bernalillo State of New Mexico.

## EXHIBIT F

## CHRONIS PROPERTY

Lot 1-B2 and Lot 1-B1, as the same is shown and designated on the plat entitled "Summary Plat, Lots 1-B1 & 1-B2, Being a replat of Lot 1-B, Chronis Business Park, Albuquerque, New Mexico", filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 22, 1984, in Volume B290, folio 145, less the Northerly portion of Lot 1-B1 more particularly described as follows:

BEGINNING at the the Northeast corner of said Lot 1-A and the Northeast corner of the parcel herein described, a point on the Westerly right of way line of Coors Road North, whence the New Mexico State Highway Commission Monument "NM-445-N1A" bears S 06° 39' 21" E, 1046.43 feet distant; Thence,

S 00° 37' 50" W, 523.54 feet along said Westerly right of way line of Coors Road North to a point of curvature; Thence,

Southeasterly 184.65 feet along said Westerly right of way line of Coors Road North on the arc of a curve to the left (said curve having a radius of 1972.00 feet and a chord which bears S 02° 03' 17" E, 184.58 feet) to a point on curve; Thence,

S 85° 15' 37" W, 10.00 feet along said Westerly right of way line of Coors Road North to a point on curve; Thence,

Southeasterly 108.12 feet along said Westerly right of way line of Coors Road North on the arc of a curve to the left (said curve having a radius of 1982.00 feet and a chord which bears S 06° 18' 09" E, 108.11 feet) to a point on curve and the Southeast corner of the parcel herein described; Thence,

N 89° 22' 10" W, 203.56 feet to the Southwest corner of the parcel herein described, a point on the West line of said Lot 1-B1; Thence,

N 00° 37' 50" E, 742.58 feet to the Northwest corner of said Lot 1-A and the Northwest corner of the parcel herein described; Thence,

N 75° 01' 28" E, 199.16 feet to the Northeast corner and point of beginning of the parcel herein described;