

PLEASE RETURN TO FATCO GF# 47,441 Sh

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DECLARATION OF EASEMENT

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WHEREAS, the undersigned are the Owners of the following described real property located in the County of Bernalillo, State of New Mexico, and more particularly described as follows:

Tracts lettered "C" and "D" Redivision Plat Tracts "A", "B", "C", "D", "E", Formerly a portion of Tracts C-21 and C-22, Atrisco Village, Albuquerque, New Mexico, as the same are shown and designated on said plat, filed in the office of the County Clerk of Bernalillo County, New Mexico on July 16, 1984.

WHEREAS, the undersigned desire to create a Forty-five foot (45') wide Easement for ingress and egress along the Western boundary of both Tracts for the mutual benefit of both Tracts and to access Coors Boulevard N.W.

NOW THEREFORE, the undersigned hereby declare that the West Forty-five feet (W. 45') of Tracts "C" and "D" as hereinabove described, shall hereafter be subject to an Easement for the purposes of ingress and egress to and from Tracts "C" and "D" and to and from Coors Boulevard N.W. The Owner or Owners of Tracts "C" and "D", their heirs, successors and assigns, shall maintain the Easement and share all costs for maintenance equally.

This Easement is permanent, superior and paramount to the rights of any of the parties hereto and the respective estates so created herein, and this Easement shall be deemed to run with the land forever and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 30TH day of ~~Oct~~ Sept, 1985.

Donald Jortner
Donald Jortner

Burman T. Friedman
Burman T. Friedman

Dale J. Morris
Dale J. Morris

Edward W. McNally
Edward W. McNally

Cynthia M. Jortner
Cynthia M. Jortner

Carol Friedman
Carol Friedman

Ethel Morris
Ethel Morris

STATE OF CALIFORNIA)
COUNTY OF Los Angeles } ss.

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The foregoing instrument was acknowledged before me this
25th day of September, 1985, by Donald Jortner
and Cynthia Jortner, his wife.

Cynthia Marie Hernandez
Notary Public

My Commission Expires:
November 4, 1985



STATE OF)
COUNTY OF) ss.

The foregoing instrument was acknowledged before me this
26th day of September, 1985, by Burnam I. Friedman
and Carol Friedman, his wife.

Gaila M. Littleton
Notary Public

My Commission Expires:



STATE OF TEXAS)
COUNTY OF COAHUILA } ss.

The foregoing instrument was acknowledged before me this
27th day of September, 1985, by Dale S. Morris and
Ethel Morris, his wife.

Margaret Spurgin
Notary Public

My Commission Expires:
5-23-87

STATE OF Indiana)
COUNTY OF Posey } ss.

The foregoing instrument was acknowledged before me this
30th day of September, 1985, by Edward W.
McNally, a single man.

Lisa Dawn Ziegler
Notary Public
Lisa Dawn Ziegler, Resident
Posey County

My Commission Expires:
10-15-85

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ACKNOWLEDGMENT FOR A NATURAL PERSON ACTING IN HIS OWN RIGHT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 1st day of October, 1985

by ROBERT S. CASTEEL, AS ATTORNEY IN FACT FOR DALE J. MORRIS
(Name or Names of Person or Persons Acknowledging)

My commission expires:
(Seal)

3-27-89

Francis L. [Signature]
Notary Public

0 158

Handwritten signature
1985 OCT 2 PM 3:07
DEC 2 1984 155-158

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

JOSE C. WALLER
CLERK & RECORDER
TERMIN

STATE OF
COUNTY OF

My Commission Expires

STATE OF TEXAS
COUNTY OF DALLAS

The following instrument was acknowledged before me on this day of 1985, at the City of Dallas, Texas.

My Commission Expires

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me on this day of 1985, at the City of Dallas, Texas.

SHARED PARKING AND ACCESS AGREEMENT

THIS SHARED PARKING AND ACCESS AGREEMENT (this "Agreement") is entered into as of the 19 day of January, 2022 (the "Effective Date"), by and between 120 Coors, LLC, a New Mexico limited liability company ("120 Coors") and 130 Coors, LLC, a New Mexico limited liability company ("130 Coors").

WHEREAS, 120 Coors is the owner of that certain parcel of real estate located at 120 Coors Blvd NW, Albuquerque, NM 87121 (the "120 Coors Parcel") described as follows:

Tract "C2" of Atrisco Village, as the same is shown and designated on the plat entitled "Plat of Tracts C1 & C2, Atrisco Village, within Section 22 & 23, Township 10 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County," filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 7, 2003, in Plat Book 2003C, Page 125.

WHEREAS, 130 Coors is the owner of that certain parcel of real estate located at 130 Coors Blvd NW, Albuquerque, NM 87121 (the "130 Coors Parcel") described as follows:

Tract lettered C-One (C-1), Plat of Tracts C1 and C2, ATRISCO VILLAGE, within the Sections 22 and 23, Township 10 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, 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 May 7, 2003 in Map Book 2003C, folio 125.

WHEREAS, each party desires to grant to each other party certain non-exclusive and perpetual easements for parking, access, ingress and egress on its respective Parcel. The 120 Coors Parcel and the 130 Coors Parcel are herein referenced each as "Parcel" and collectively, as the "Parcels".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Shared Parking. Each party hereby grants to each other party for the use of such parties and the successors, assigns, tenants, invitees, customers, agents, employees, licensees and guests of such parties, a non-exclusive reciprocal easement on each party's respective Parcel for parking of automobiles and other like vehicles. The granting party reserves to itself, its successors and assigns, the same rights for itself and its tenants, and their respective employees, invitees, and guests, together with each and every right not inconsistent with those granted by this Agreement.

2. Shared Access. Each party hereby grants to each other party for the use of such parties and the successors, assigns, tenants, invitees, customers, agents, employees, licensees, and guests of such parties, a non-exclusive reciprocal easement on each party's respective Parcel for access, ingress, and egress as pedestrians and for access, ingress, and egress of automobiles and other like vehicles belonging to or in the custody of such other party and such other party's tenants,

and their respective employees, invitees and guests. The granting party reserves to itself, its successors and assigns, the same rights for itself and its tenants, their respective employees, invitees, and guests, together with each and every right not inconsistent with those granted by this Agreement.

3. Parking Designation. The parties hereto shall not segregate parking rights or significantly impair access on its respective Parcel. The foregoing will not, however, impair the right of any party to declare exclusive parking areas on its Parcel for items such as employee parking, handicap spaces, motorcycle spaces, bicycle spaces, loading or designated timed areas or to take commercially reasonable actions to prevent parking in areas which are not designated parking spaces; provided, however, a party may not designate exclusive parking areas on Parcels owned by another party.

4. Policies. Each party shall have the exclusive right to set policies, rules and regulations regarding parking spaces on its Parcel in its sole discretion, including the right to regulate hours of use, restrict types of vehicles, impose reasonable nondiscriminatory controls in order to comply with all statutes, laws, ordinances and land use controls, such as designating parking areas, driveway areas, providing stop signs and other similar traffic controls. Each party shall cause its tenants and any employees, invitees, and/or guests to strictly observe such policies at all times.

5. Shared Dumpster. There is a dumpster located on the 120 Coors Parcel. The parties agree that the dumpster can be utilized by 120 Coors, 130 Coors, and their respective tenants, employees, invitees, and guests, and that 130 Coors, its tenants, employees, invitees, and guests, will have the right to cross the 120 Coors Parcel to access the dumpster. 120 Coors and 130 Coors shall equally share the cost of the dumpster and its maintenance, as well as any and all costs or fees associated with the disposal of trash placed in the dumpster. 120 Coors may set policies, rules and regulations regarding access to and use of the dumpster, although 120 Coors agrees to provide 130 Coors will reasonable access to and use of the dumpster during regular business hours.

6. Remedies. The damages that would result from the breach of this Agreement would be impossible to calculate. Therefore, the parties hereto hereby agree that any party shall be entitled to injunctive relief (without the posting of any bond or other security) against another party with respect to the enforcement of this Agreement. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Should a party commence any action against another party to enforce any obligations hereunder, the prevailing party shall be entitled to recover from the non-prevailing party its costs and reasonable attorneys' fees. No party shall have liability to another party for compensatory, special or consequential damages.

7. Insurance. Each party shall name the other parties as an additional insured on their general liability policies of insurance and upon request, shall provide each other party with certificates of insurance showing such parties as an additional insured.

8. Indemnification. Each party shall indemnify, defend and hold the other parties harmless from any loss, cost, liability or expense (including, without limitation, reasonable

attorneys' fees) that may be incurred by, or asserted against, such party which involves any matter relating to indemnifying party or the indemnifying party's agents' (including its tenants, and/or any employees, invitees or guests) use of the Agreement.

9. Maintenance. Responsibility for the maintenance, operation, management and repair of the parking areas will be vested in the owner(s) of the Parcels upon which parking areas are located, and their respective successors and assigns.

10. Subordination. The parties hereto intend that this Agreement be subordinate to any and all mortgages, liens or encumbrances (hereinafter collectively, "mortgage" or "mortgages") now placed on the Parcels. As to any mortgage hereafter placed on the Parcels, the mortgage will be deemed subordinate to this Agreement, to insure that this Agreement survives any foreclosure of any such mortgage, provided that nothing in this Agreement will affect the lien or validity of any such mortgage.

11. No Dedication. The easements declared by this Agreement are not intended nor will they create any prescriptive rights in the public to the easements conveyed and granted in this Agreement.

12. Covenants to Run with Land. This Agreement and the covenants and conditions contained in this Agreement will inure to the benefit of and be binding upon each party hereto and their successors and assigns. The easements, restrictions, benefits and obligations in this Agreement will create mutual and reciprocal benefits and servitudes upon all Parcels, which easements are perpetual and will run with and benefit all of the land included in the Parcels.

13. Notice. Any notice to be given as provided in this Agreement will be in writing and will be deemed to have been given when deposited in the United States mail, postage prepaid addressed, to the owner of each Parcel at the address provided for property tax notices.

14. Term. Easements, rights and privileges established by this Agreement will remain in effect until terminated by the written agreement of all of the parties hereto or their successors or assigns. The easements created by this Agreement will run with the Parcels indefinitely and perpetually.

15. Governing Law. The laws of the State of New Mexico will govern this Agreement.

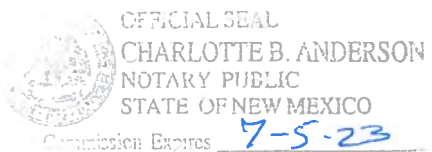
16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF the Parties have executed this Shared Parking and Access Agreement effective as of the Effective Date.

120 COORS, LLC,
a New Mexico limited liability company

By: Lubricar, Inc.,
a New Mexico corporation
Its: Manager



By Richard Jones
Richard Jones, President

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

This instrument was acknowledged before me on this 19th day of January, 2022, by Richard Jones, President of Lubricar, Inc., a New Mexico corporation, the Manager of 120 COORS, LLC, a New Mexico limited liability company, for and on behalf of said company.

Charlotte B. Anderson
Notary Public

My Commission Expires:

July 5, 2023

130 COORS, LLC,
a New Mexico limited liability company

By: Lubricar, Inc.,
a New Mexico corporation
Its: Manager

By Richard Jones
Richard Jones, President

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

This instrument was acknowledged before me on this 19th day of January, 2022, by Richard Jones, President of Lubricar, Inc., a New Mexico corporation, the Manager of 130 COORS, LLC, a New Mexico limited liability company, for and on behalf of said company.

Charlotte B. Anderson
Notary Public

My Commission Expires:

July 5, 2023

