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9205376

ALBUQUERQUE, NEW MEXICO

EASEMENTS WITH COVENANTS AND  
RESTRICTIONS AFFECTING LAND ("ECR")

THIS AGREEMENT is made as of the 15th day of January, 1992, between WAL-MART STORES, INC., a Delaware corporation, of 702 S.W. Eighth Street, Bentonville, Arkansas 72716 ("Wal-Mart"), CAMBRIDGE PROPERTIES, INC., a California corporation, of 4021 Port Chicago Highway, Concord, California 94520 ("Developer"), and PACE MEMBERSHIP WAREHOUSE, INC., a Colorado corporation, of 5680 Greenwood, Plaza Boulevard, Englewood, Colorado 80111 ("Pace").

W I T N E S S E T H :

WHEREAS, Wal-Mart is the owner of Tract 1 as shown on the plan attached hereto as Exhibit A hereof, said tract being more particularly described in Exhibit B attached hereto;

WHEREAS, Developer is the owner of Tract 2 and the Outparcel(s) shown on the plan attached hereto as Exhibit A hereof, the same being more particularly described in Exhibit C hereof; and

WHEREAS, Wal-Mart and Developer desire that Tracts 1 and 2 be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial Shopping Center (sometimes hereinafter referred to as the "Shopping Center"), and further desire that said tracts and the Outparcel(s) be subject to the easements and the covenants, conditions and restrictions hereinafter set forth;

WHEREAS, Pace and Developer have entered into a lease on a portion of Tract 2, and Pace is joining in the ECR solely to evidence its consent to this ECR as a tenant to a portion of Tract 2.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

1. Building/Common Areas.

- a. "Building Areas" as used herein shall mean that portion of Tract 1 and those portions of Tract 2 shown on Exhibit A as "Building Area" (and "Future Building Area" and "Future Expansion Area"). Canopies may encroach from the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas.

- b. "Common Areas" shall be all of Tracts 1 and 2 except the Building Areas.
- c. Common Areas: Those portions of the Building Areas on each tract which are not from time to time used or cannot, under the terms of this Agreement (including Paragraph 5a(3)), be used for buildings shall be utilized as Common Area for the uses permitted hereunder and shall be improved, kept and maintained as provided herein until such time as the same are developed as Building Area.

2. Use. Buildings in the Shopping Center shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, and retail stores. No cafeteria, theater, bowling alley, arcade, game room, skating rink, massage parlor, billiard parlor, night club, adult bookstore, bar, tavern, pub, ballroom, dance hall, discotheque, beauty school, barber college, theater, health club, offices (other than a full service bank office, savings & loan association office, or credit union), place of instruction, reading room, any operation catering primarily to students or trainees rather than to customers, or other place of recreation or amusement, or any business serving alcoholic beverages, except as an incidental part of the business, shall occupy space within the shopping center without the prior written consent of Wal-Mart. Nothing herein shall prohibit Pace from operating a pharmacy and selling products incidental thereto which may normally be found in a drugstore so long as such sales shall be an incidental part of Pace's primary business. No restaurant shall occupy space in the Shopping Center within 300 feet of the Wal-Mart building wall. Notwithstanding anything to the contrary contained herein it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by Wal-Mart on Tract 1. Developer recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Agreement, cease the operation of its business on Tract 1; and Developer hereby waives any legal action for damages or for equitable relief which might be available to Developer because of such cessation of business activity by Wal-Mart.

3. Buildings.

- a. Design and Construction. The Buildings Areas shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one tract onto another tract except as provided for in Subsection 3(d) below. The design and construction shall be of high quality. No building shall exceed thirty-five feet (35') in height above finished grade. No building shall have a metal exterior.
- b. Location. No building shall be constructed on Tracts 1 and 2 (as either immediate development or future expansion) except within the Building Areas and no improvements or alterations which substantially vary from those shown on Exhibit A may be made without the prior written consent of Wal-Mart. Pace may make improvements and alterations consistent with their lease without written consent as long as not outside the Building Areas defined in Exhibit A. The front wall(s) of the building(s) on Tracts 1 and 2 shall be constructed in the location shown in Exhibit A.
- c. Fire Protection. Any building constructed in the Shopping Center shall be constructed and operated in such a manner which will preserve the sprinklered rate for insurance purposes on the other buildings in the Shopping Center.
- d. Easements. In the event building wall footings encroach from one tract onto another, despite efforts to avoid that occurrence, the party onto whose tract the footings encroach shall cooperate in granting an encroachment permit or easement to the party whose building wall footings encroach.
- e. Outparcel(s) Development. The Outparcel(s) shall be developed only under the following guidelines:
  - (1) The building constructed on the Outparcel(s) shall not exceed the lesser of one story or twenty two (22) feet in height, as measured from the mean finished elevation of the parking area of the Shopping Center;

- (2) Any buildings to be constructed on the Outparcel(s) shall not exceed 5,000 square feet in size, except as shown on Exhibit A.
- (3) Any rooftop equipment shall be screened in a manner satisfactory to the Developer;
- (4) No rooftop sign shall be erected on the building constructed;
- (5) No freestanding identification sign may be erected on the Outparcel(s) without approval of the Developer, and in no event shall such freestanding identification sign exceed the height of the shopping center pylon sign or block the visibility of the Wal-Mart Store. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'3" in height, the type and location of such signs to be approved by Developer. All signs installed or erected within the Outparcels and Tracts 1 and 2 shall be as approved by the governmental agencies having jurisdiction.
- (6) No improvements shall be constructed, erected, expanded or altered on the Outparcel(s) until the plans for same (including site layout, exterior building materials and colors and parking) have been approved in writing by Developer. No building or structure of any kind shall be erected on the Outparcel(s) except upon that area designated as a building area on the Site Plan; provided, there may be constructed and maintained a canopy or canopies projecting from said building area; normal foundations and doors for ingress and egress may project from such building area; and signs may be erected upon said canopy or canopies, so long as said signs do not obstruct the signs of any other owner or tenant of the Shopping Center.
- (7) In developing and using the Outparcel(s), the owner of the Outparcel(s) shall provide and maintain parking on the Outparcel(s) a ratio of ten (10) spaces for every one

thousand (1,000) square feet of building space for any restaurant or entertainment use, or six (6.0) spaces per one thousand (1,000) square feet of building space for any other use, unless otherwise shown on Exhibit A. In addition, the owner shall cause landscaping areas to be added and maintained in conjunction with any building or other improvement constructed on the Outparcel(s).

- (8) The Outparcel(s) shall be kept neat, orderly, planted in grass, or raked dirt and trimmed until improved and constructed.
- (9) Subject to the prior written consent of Developer, any building, structure or improvement on the Outparcel(s) shall be used for retail or commercial purposes only, consistent with Paragraph 2 herein.
- (10) The owner(s) of the Outparcel(s) or Developer shall maintain comprehensive public liability insurance, property damage and all-risk hazard insurance on the Outparcel(s) their buildings, appurtenances and other improvements located thereon. Such insurance shall (i) be carried with reputable companies licensed to do business in the state in which the Outparcel(s) are located; (ii) have liability limits of at least \$1,000,000.00 for each occurrence, bodily injury and property damage combined; (iii) provide for full replacement value for the buildings and improvements covered thereunder and (iv) not be subject to change, cancellation or termination without at least thirty (30) days prior written notice to Developer. Wal-Mart agrees that the Developer may self-insure the coverages required in this Subparagraph 3(e)(10).

#### 4. Common Areas.

- a. Grant of Easements. Each party, as grantor, hereby grants to the other party, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of grantee, a nonexclusive easement over, through and around the common areas of their respective tracts for roadways, walkways, ingress and egress,

parking of motor vehicles, loading and unloading of commercial and other vehicles, and the use of facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the Building Areas defined above. In addition to the foregoing, Wal-Mart and Developer hereby grant for the benefit of those certain Outparcel(s) now owned by Developer and identified on Exhibit C, nonexclusive easements for vehicular and pedestrian access to the common areas of ingress, egress, and parking over and across Tract 1 and Tract 2, (except Building Areas on Tract 1 and 2).

**b. Limitations on Use.**

- (1) Customers. Each party shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park in the parking area portions of the Common Areas except while shopping or transacting business on Tracts 1 and 2.
- (2) Employees. Each party shall use reasonable efforts to ensure that employees shall not park in the parking area portions of the common Areas, except in areas designated on Exhibit A as "employee parking areas," if any. The parties hereto may from time to time mutually designate and approve "employee parking areas" not shown on Exhibit A.
- (3) General. Any activity within the Common Areas other than the primary purpose of the Common Areas, which is to provide for parking for the customers, invitees and employees of those businesses conducted with the Building Areas and for the servicing and supplying of such businesses, shall be permitted so long as such activity shall not unreasonably interfere with such primary purpose. Persons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use.

- c. Utility and Service Easements.** The parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and

operation of the Shopping Center and the Outparcel(s). Both parties shall use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas. No such lines, sewers, utilities or services of one party shall be installed within the Building Areas on the other party's parcel. Construction activities related to installation and maintenance of utilities and service lines shall be performed in such a manner as to not disrupt the other parties' business operations or use and enjoyment of their Tract. The party causing such work to be performed shall indemnify and hold the other parties hereto free and harmless from any and all liabilities, costs, expenses, damages and claims (including but not limited to claims for personal injury or death) arising or resulting from the performance of such work.

- d. Water Flow. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements substantially as shown on Exhibit A (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.

5. Development, Maintenance, and Taxes.

a. Development.

- (1) Arrangement. The arrangement of the Common Areas shall not be changed in a manner inconsistent with the provisions of this Agreement.
- (2) "Parking Area" Ratio. Each party hereto agrees that at all times there shall be maintained for the entire parking area of the Shopping Center sufficient to accommodate not fewer than five and one-half (5.5) car spaces for each one thousand (1,000) square feet of Building Area, excluding outlots which are controlled under Paragraph 3(E).
- (3) Development Timing. Concurrent with any building being constructed within the Building Areas of either tract by the owner of said tract (the "Developing Party"), the Common Areas of that tract shall be developed in accordance with Exhibit A at the expense of such Developing Party. In the

event such construction by the Developing Party shall occur prior to the development of the other tract, the Developing Party, with two weeks prior written notice, shall have the right to grade, pave and use any portion of the Common Areas of the non-developing party's tract for access and for construction of, but not limited to, drainage structures and utility lines as is necessary to provide essential services to the Developing Party's tract. The Developing Party shall present an itemized statement of expenses incurred in the construction of said improvements to and upon the non-developing party's tract, and the non-developing party agrees to reimburse the Developing Party for such costs within thirty (30) days of receipt thereof.

- (4) Service Drive. Developer agrees that if on Exhibit A hereof a service drive is delineated on Tract 2 by crosshatching and is labelled as a "Service Drive," it shall develop the same simultaneously with the development and construction on Tract 1 by Wal-Mart. In the event Developer does not comply with the provisions of the preceding sentence, in addition to any other legal remedies, Wal-Mart shall have the right to cause the Service Drive delineated on Tract 2 to be developed and to be reimbursed by Developer for its costs in doing so within thirty (30) days of receipt of an itemized statement of expenses.

b. Maintenance.

- (1.) Standards. Following completion of the improvements on the Common Areas, the parties hereto shall maintain the Common Areas in good condition and repair. The maintenance is to include, without limitation, 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 shall in all respects be equal in quality, use, and durability;



- (b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- (c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;
- (d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required and which shall be operated at such times and in such a manner to accommodate the Shopping Center as a whole and to provide for the safety and security of the Shopping Center and the customers, guests and invitees of the users thereof;
- (e) Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair; and
- (f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.
- (g) All parties shall have the right to enter upon the other's tract for the purpose of repairing or maintaining underground utilities which run through and service both tracts. Construction activities related to installation and maintenance of utilities and service lines shall be performed in such a manner as to not disrupt the other parties' business operations or use and enjoyment of their Tract. The party causing such work to be performed shall indemnify and hold the other parties hereto free and harmless from any and all liabilities, costs, expenses, damages and claims (including but not limited to claims for personal injury or death) arising or resulting from the performance of such work.

(2.) Expenses. The respective owners shall pay the maintenance expense of their tracts.

(3.) By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

c. Taxes. Each of the parties hereto agrees 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.

6. Signs. There shall be no more than two (2) signs advertising businesses conducted thereon on the Common Areas on Tract 1 and two (2) signs on the Common Areas on Tract 2. No signs shall obstruct the ingress and egress shown on Exhibit A.

7. Indemnification/Insurance.

a. Indemnification. Each party for itself, agents, successors, and assigns hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act omission or negligence of the other party hereto, its agents, employees and business invitees.

b. Insurance.

(1) Wal-Mart and the Developer (for Tract 2 and the Outparcel(s) until such time as the Outparcel(s) are sold or leased to other parties who shall thereby assume this obligation) shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than

\$1,000,000.00 for any one occurrence, and to the limit of not less than \$100,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be cancelled without ten (10) days prior written notice to the other party.

- (2) At all times during the term of this Agreement, each party shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements.
- (3) Policies of insurance provided for in this Paragraph 8 shall name Wal-Mart and Developer as insureds as their respective interests may appear, and each of them shall provide to the other certificates evidencing the fact that such insurance has been obtained.
- (4) Wal-Mart for itself and its property insurer hereby releases Developer, and Developer for itself and its property insurer hereby releases Wal-Mart from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits of either Wal-Mart or Developer resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party

is obligated hereunder to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

- (5) Notwithstanding anything to the contrary contained in this Paragraph 8, so long as the net worth of Wal-Mart shall exceed One Hundred Million Dollars (\$100,000,000.00), and so long as Wal-Mart is owner or Lessee of Tract 1, Wal-Mart shall have the right to retain the financial risk for up to One Million Five Hundred Thousand Dollars, (\$1,500,000.00) per claim. Wal-Mart agrees that the Developer and Pace may self-insure the coverages required herein.

8. Eminent Domain.

- a. Owner's Right To Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's tract or giving the public or any government any rights in said tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located on Tracts 1 and 2, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall 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 8 shall 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. The owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas within its respective tract

as nearly as practicable to the condition of the same 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.

9. Rights And Obligations Of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon the tract of either party hereto, such lien shall expressly be subordinate and inferior to the lien of any first lienholder now or hereafter placed on such tract. Except as set forth in the preceding sentence, however, any holder of a first lien on Tracts 1 or 2, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.

10. Expansion Of Shopping Center. The parties agree that in the event the Shopping Center is expanded by ownership, control of the parties or agreement with a third party, all of the provisions of this Agreement shall apply to the expanded area and the parking to the Building Area ratio in the expanded area shall not be less than that provided in Paragraph 5a(2).

11. Release from Liability. Any person acquiring fee or leasehold title to Tracts 1 or 2, or any expansion of the Shopping Center pursuant to Paragraph 11 or any portion thereof, shall be bound by this Agreement only as to the tract or portion of the tract acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such tract or portion of the tract, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land.

12. Breach. In the event of breach of this Agreement, the record owner(s) or lessee(s) of either Tract 1 or 2 and the record owner(s) or lessee(s) of the Outparcels shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees as may be awarded by a court having jurisdiction, which shall be deemed to have accrued on the date such action was filed.

13. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

14. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by Developer, Pace and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or cancelled only by the mutual agreement of Wal-Mart as long as it or its affiliate has any interest as either owner or lessee of Tract 1, Pace and Developer, as long as they or their affiliate has any interest as either owner or lessor of Tract 2.

15. Non-Merger. So long as Wal-Mart or its affiliate is owner or lessee of Tract 1, this Agreement shall not be subject to the doctrine of merger.

16. Duration. Unless otherwise cancelled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

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

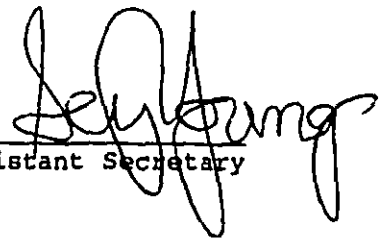
18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

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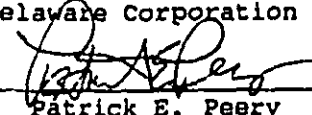
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST

  
Its Assistant Secretary

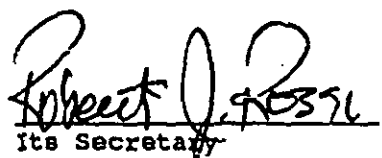
(SEAL.)

WAL-MART STORES, INC.  
a Delaware Corporation

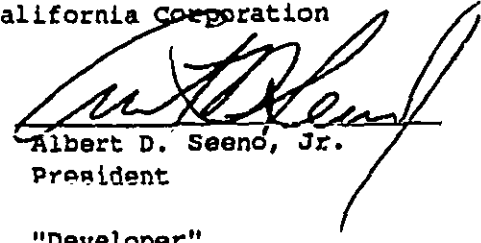
By:   
Patrick E. Peery  
Asst. Vice President  
of Real Estate

"Wal-Mart"

ATTEST

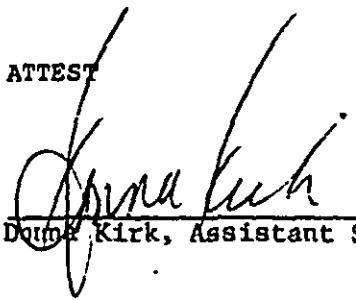
  
Its Secretary

CAMBRIDGE PROPERTIES, INC.,  
a California Corporation

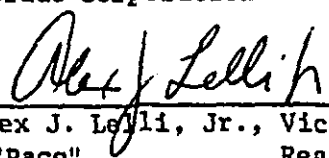
By:   
Albert D. Seeno, Jr.  
President

"Developer"

ATTEST

  
Donna Kirk, Assistant Secretary

PACE MEMBERSHIP WAREHOUSE, INC.  
a Colorado corporation

By:   
Alex J. Lelli, Jr., Vice President/  
"Pace" Real Estate

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## CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS)

) SS

COUNTY OF BENTON )

Be it remembered that on this 20<sup>th</sup> day of January, 1992, before me a notary public in and for the county and state aforesaid, came Patrick E. Peery, Asst. Vice President of Real Estate of WAL-MART STORES, INC., a Delaware corporation, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Joan Mladucky  
Joan Mladucky  
Notary Public

(SEAL)

My commission expires December 28, 1996.

## CORPORATE ACKNOWLEDGMENT

STATE OF California )

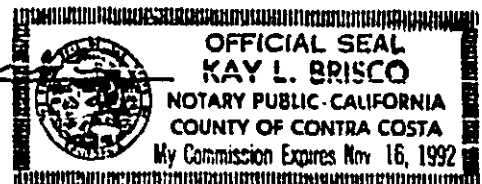
) SS

COUNTY OF Contra Costa )

Be it remembered that on this 15<sup>th</sup> day of January, 1992, before me a notary public in and for the county and state aforesaid, came Albert D. Seeno, Jr., President of Cambridge Properties, Inc., a corporation, who personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Kay L. Brisco  
Notary Public



(SEAL)

My commission expires November 16, 1992

## CORPORATE ACKNOWLEDGMENT

STATE OF Chesado )

) SS

COUNTY OF Stepadon )

Be it remembered that on this 16<sup>th</sup> day of January, 1992, before me a notary public in and for the county and state aforesaid, came Alex J. Bellis Jr., Vice-President/Real Estate of FACE Membership Services, Inc., a corporation, who personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Margie S. Gordon  
Notary Public

(SEAL)

My commission expires 1/15, 1992



0001149

EXHIBIT\_ "B"  
LEGAL DESCRIPTION  
(WAL-MART TRACT)

A certain tract of land situate within the City of Albuquerque, Bernalillo County, New Mexico, being within the west one-half (W1/2) of the west one-half (W1/2) of Section 21, T10N, R4E, N.M.P.M., said tract being and comprising all of Tract B-1 of the Plat of Towne Park Plaza, as the same is shown and designated on the plat filed in the office of the County Clerk of Bernalillo County, New Mexico on November 13, 1991 in Volume 91C, Folio 254.

1 of 1

INITIAL

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*[Handwritten initials]*  
*[Handwritten initials]*

*[Handwritten initials]*

0001150

**EXHIBIT\_ "C"**  
**LEGAL DESCRIPTION**  
**(DEVELOPER TRACTS)**

Certain tracts of land situate within the City of Albuquerque, Bernalillo County, New Mexico, being within the west one-half (W1/2) of the west one-half (W1/2) of Section 21, T10N, R4E, N.M.P.M., said tracts being and comprising all of Tract B-2, B-3, C-1, C-2, C-3, C-4 and C-5 of the Plat of Towne Park Plaza, as the same is shown and designated on the plat filed in the office of the County Clerk of Bernalillo County, New Mexico on November 13, 1991 in Volume 91C, Folio 254.

1 of 1

INITIAL

*[Handwritten initials: NMS, CJS, RJS, RJS]*

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD

92 JAN 22 PM 2:33

BK BCR 12-2-1133  
GLADYS M. DAVIS  
CO CLERK & RECORDER

*[Handwritten signature]* DEPUTY

P

C

K

F

SERVICE DRIVE

O

M

N

Z

CC61151

COPPER AVE.

BEARING  
IN 89° 45' 51" W

5' SIDEWALK

B

14

20

14

GARDEN  
CENTER

291'-0"

CURB  
BUILT

P=30'

STOP

CC

CC

K

PAINTED PEDESTRIAN  
CROSSWALK

HH

P=30'

CC

N

HH

A

B

10'-4"

14'-9"

37

38

60

51

152'-1"

(S 00° 14' 09" W)

62'

62'

62'

6

A

23'-6"

22'  
TYP.

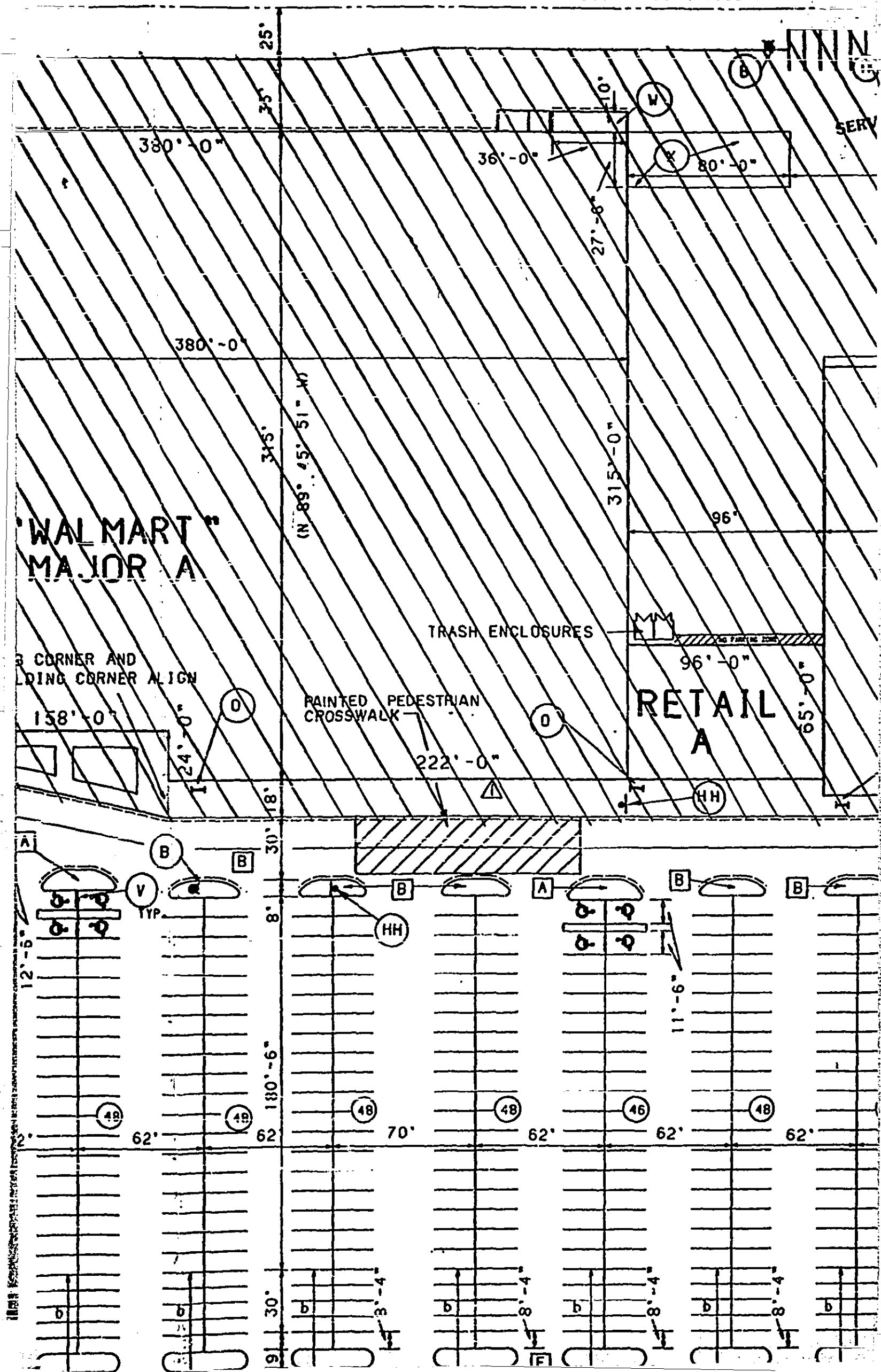
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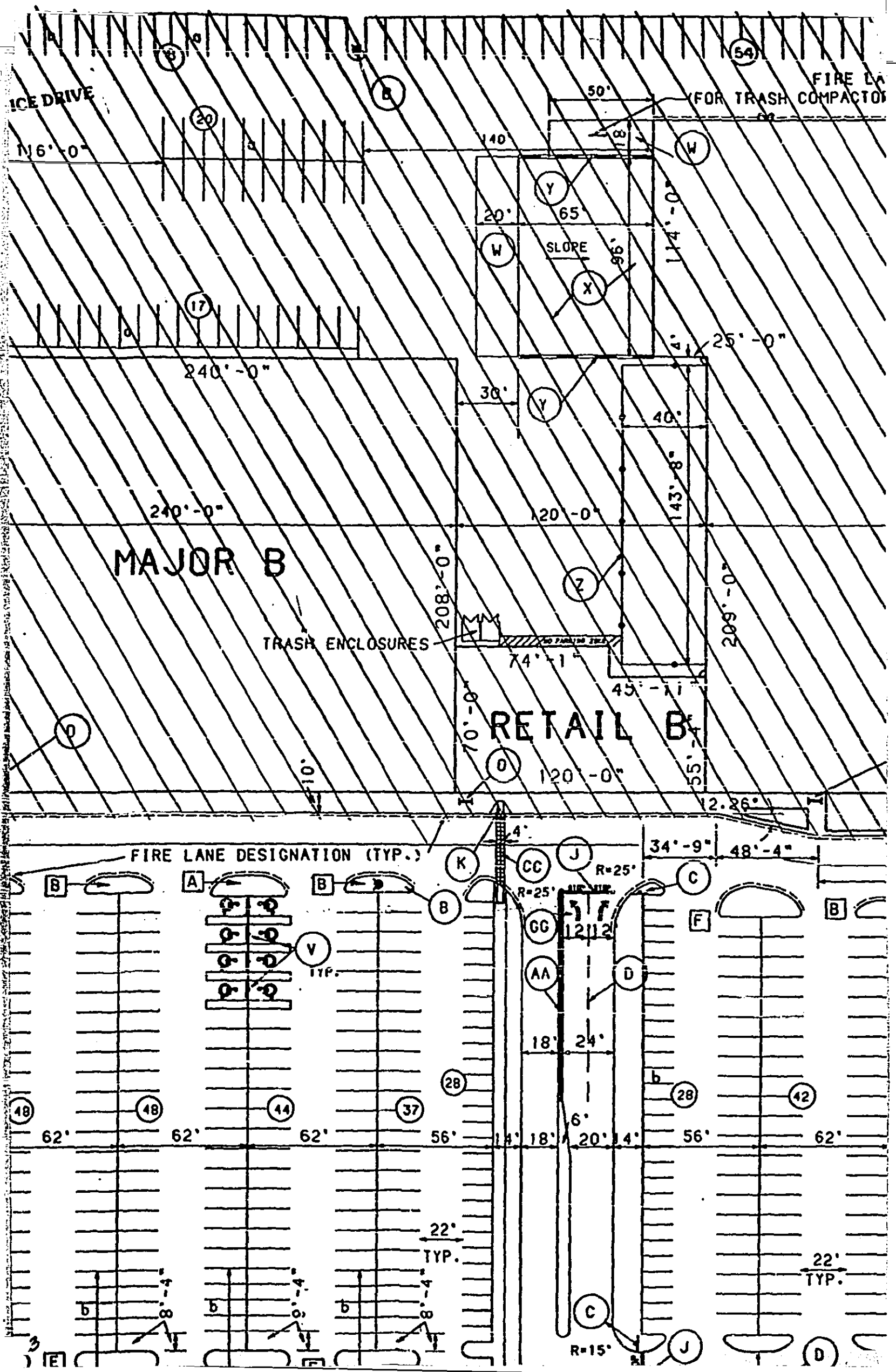
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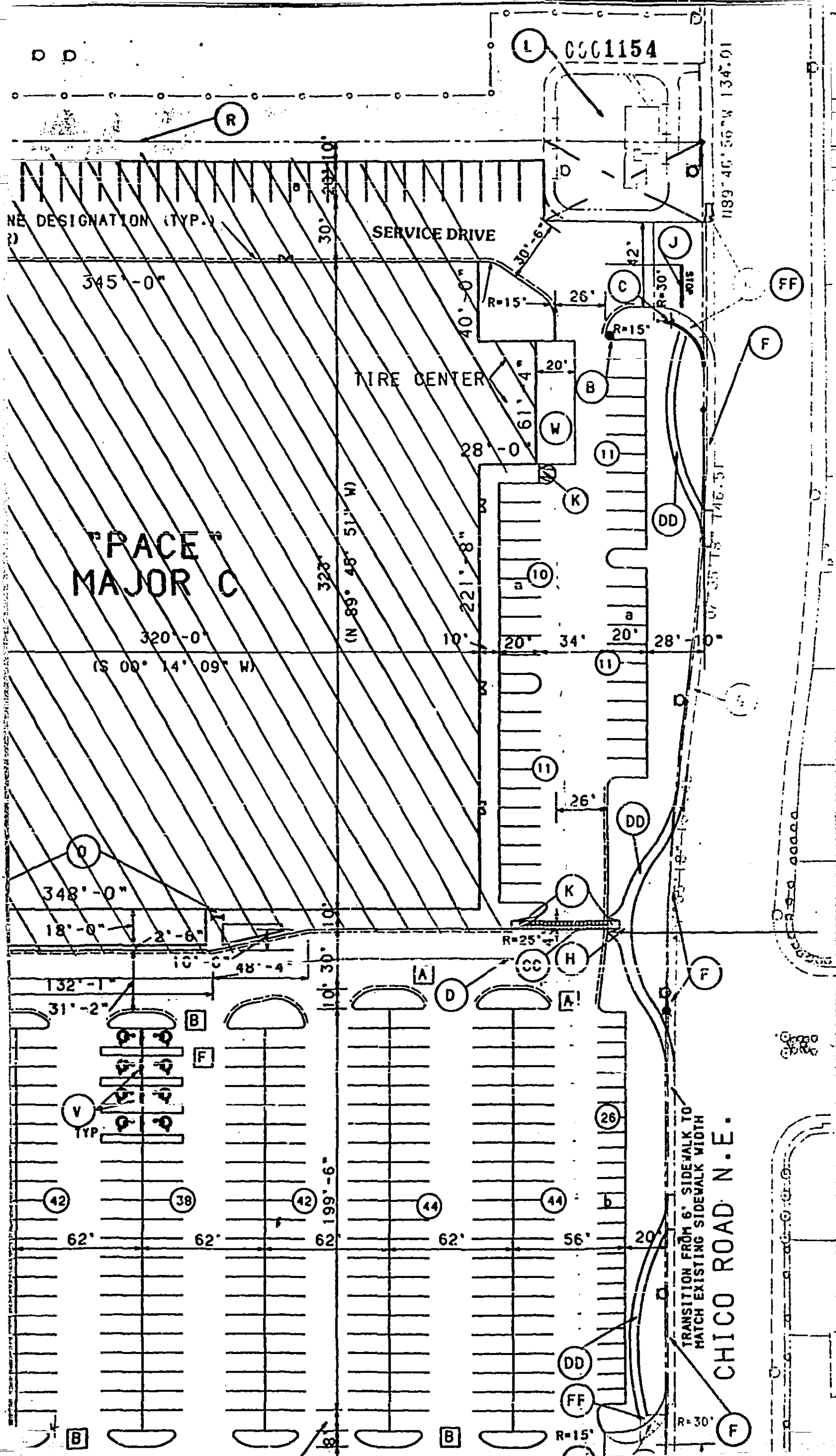
b

b

S00°14'09"W 1800.19







## KEYED NOTES

0001155

- (A) EXISTING FIRE HYDRANT
- (B) NEW FIRE HYDRANT : SEE UTILITIES SHEET C-5
- (C) NEW STOP SIGN
- (D) NEW 3" PAINTED LANE DESIGNATION STRIPING
- (E) BUS SHELTER : CONSTRUCTED UNDER SEPARATE CONTRACT
- (F) PORTION OF EXISTING SIDEWALK, AND/OR CURB AND GUTTER TO BE REMOVED
- (G) EXISTING 4' SIDEWALK TO REMAIN
- (H) NEW 6' SIDEWALK (UNLESS SIZE NOTED OTHERWISE)
- (I) EXISTING CURB AND GUTTER
- (J) PAINTED STOP BAR AND LETTERING
- (K) NEW HANDICAP RAMP : CONSTRUCT AS PER C.O.A. STANDARD DRAWING NO. 2441.
- (L) EXISTING ELECTRICAL SUBSTATION AND EASEMENT
- (M) PROJECT SIGN - SEE ARCHITECTURAL.
- (N) FUTURE BUILDING AND/OR PARKING LOT EXPANSION AREA
- (O) BIKE RACK
- (P) PAD ENVELOPE - INSTALL WOOD PAVEMENT HEADER AS PER DETAIL : PAVEMENT SHEET C-6
- (Q) CENTERLINE
- (R) PROPERTY LINE
- (S) NEW 8'-0" ASPHALT BIKE PATH TO EXTEND TO END OF EXISTING BIKE PATH : APPROXIMATELY 230'-0" TO THE NORTH (INCLUDING 12' EASEMENT)
- (T) MODIFIED TRAFFIC SIGNAL THIS INTERSECTION
- (U) NEW ROADWAY EASEMENT CONFIGURATION
- (V) HANDICAP PARKING SPACE SIGN - SEE ARCHITECTURAL
- (W) CONCRETE PAD
- (X) TRUCK DOCK
- (Y) RETAINING WALL
- (Z) FENCE - BY BUILDING CONTRACTOR
- (AA) "CHATTER STRIP" THIS AREA : SEE DETAIL : PAVEMENT SHEET C-6
- (BB) 3" PAINTED STRIPING
- (CC) BRICK CROSSWALK - CONSTRUCT AS PER C.O.A. STANDARD DRAWING NO. 2412
- (DD) MEANDERING SIDEWALK : SEE DETAIL SHEET C-10
- (EE) CLEAR SITE TRIANGLE AS REQUIRED PER C.O.A. ZONING CODE
- (FF) HANDICAP RAMPS CONSTRUCTED UNDER SEPARATE CONTRACT (WORK ORDER NO. 4237.90). SIDEWALKS TO BE CONSTRUCTED UNDER THIS CONTRACT.
- (GG) PAINTED DIRECTIONAL TRAFFIC ARROWS
- (HH) PEDESTRIAN CROSSING SIGN

## GENERAL NOTES

1. PERIMETER STREET IMPROVEMENTS FOR EUBANK BLVD., COPPER AVE., AND CHICO RD., ARE CONSTRUCTED UNDER SEPARATE CONTRACT (WORK ORDER NO. 4237.90)

CENTERLINE RADIUS  $\pm 291' \pm 10"$

CENTERLINE RADIUS  $\pm 711' \pm 0"$

ORIGINAL COPY TOO LIGHT  
IN DENSITY TO PHOTOGRAPH  
BY MICROFILM PROPERLY

230'  $\pm 1'$

23'-6"

A

0001156

34

U

9

B

C

J

STOP

36'

B

34' 8" 20"

M

EE

H

93'-4"

NO  
10 CA  
OR 5 CA

R=30'

35'

145'-2"

217.50'  $\pm$  P.L.

280.00' P.L. TO P.L. (P)

(S 00° 14' 09" W)

R=1500'-0"

R=5026.88'

T

R=150'

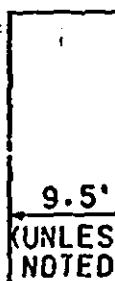
A

COPPER AVE. N.E.

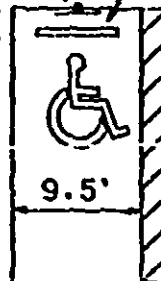
LOS ALTOS PARK  
AND  
GOLF COURSE

## PARKING SPACE DETAILS

NO SCALE



OTHERWISE)  
TYPICAL FULL  
SIZE SPACE  
DESIGNATED 'S'  
ON PLAN

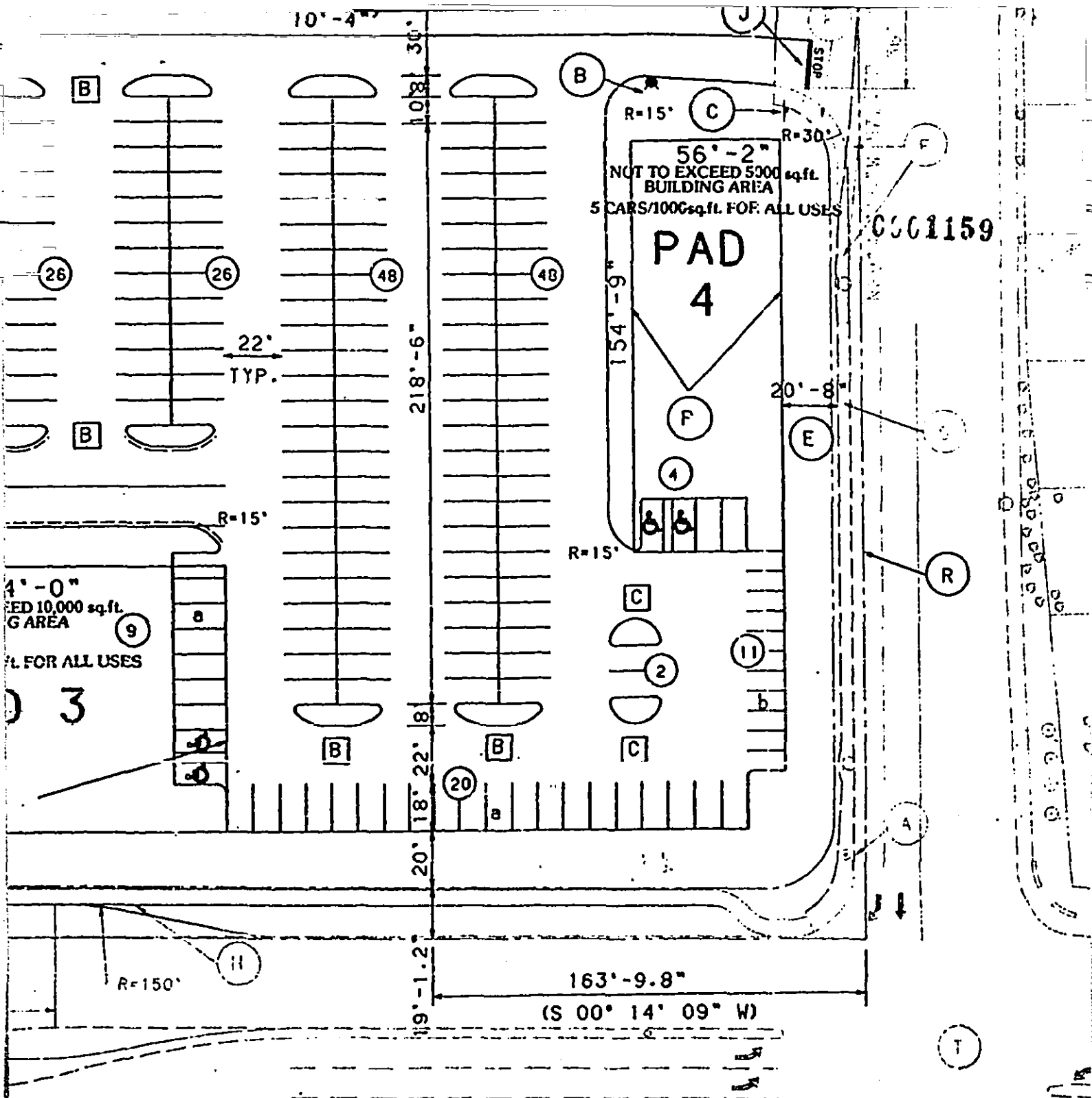


TYPICAL  
HANDICAP  
SPACE

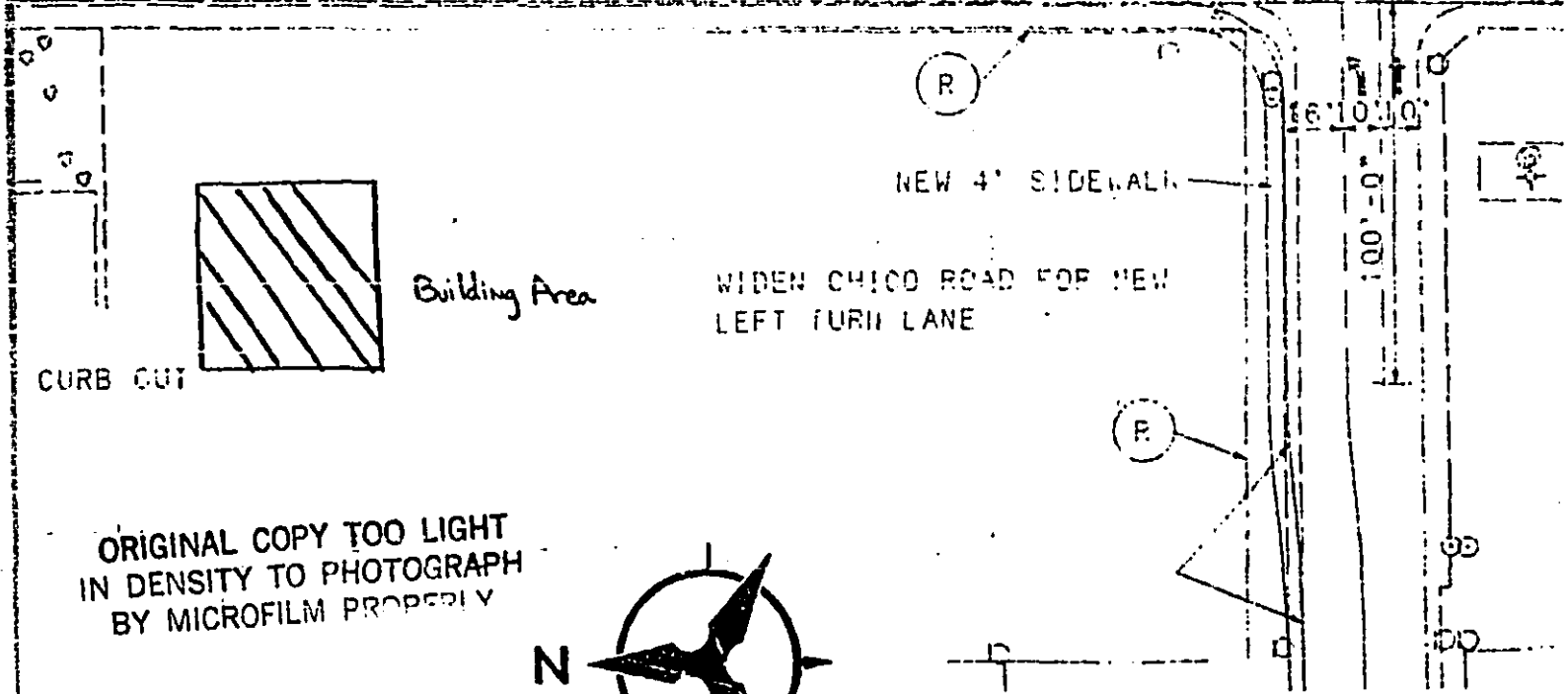




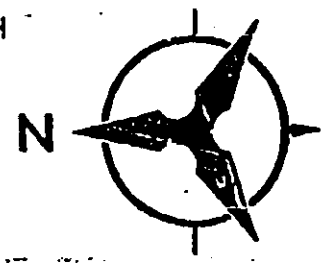




UBANK BOULEVARD N.E.



ORIGINAL COPY TOO LIGHT  
IN DENSITY TO PHOTOGRAPH  
BY MICROFILM PROPERLY



50 25 0 25

SCALE: 1" = 50'

- 0501160

10