

EASEMENT AGREEMENT

THIS EASEMENT is given this 18th day of November, 2015, by G & R PARTNERSHIP, a New Mexico general partnership, through its partners, Gary Hines and Raimundo Ubieta ("Grantor") to KAPLAN JUAN TABO LLC, a Colorado limited liability company, registered as a foreign limited liability company, qualified to do business in the State of New Mexico (Grantee"). As used herein, the term "Grantor" shall include any successor or assignee of Grantor and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, Grantor is the owner of the following described property ("Parcel 2"):

Parcel Numbered 2 of the Monarch Village, City of Albuquerque, New Mexico, as the same is shown and designated on the Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico on June 27, 1977, in Plat Book B13, Page 38.

WHEREAS, Grantee is the owner of the following described property ("Parcel 1-B") which is adjacent to and lies south of Parcel 2:

Parcel Numbered 1-B of the Monarch Village, City of Albuquerque, New Mexico, as the same is shown and designated on the Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico on August 21, 2013, in Plat Book 2013C, Page 101.

WHEREAS, Grantor has agreed to grant and convey to Grantee a permanent, non-exclusive easement over, on, upon, and across Parcel 2 for the specific and limited purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions, set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual easement for and in favor of Grantee as legally described, set forth and shown on the Exhibit attached hereto and incorporated herein as Exhibit "A" (the "Easement Property").

The scope, nature, and character of this Easement shall be as follows:

1. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.

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EASE R:\$25.00 M. Toulouse Oliver, Bernalillo County



2. It is the purpose of this Easement to grant a permanent easement over, on, upon, and across the Easement Property for the purpose of vehicular, including trucks, ingress and egress by Grantee, its owners, agents, representatives and employees, as well as the general public, to and from Parcel 1-B, and for any other purposes whatsoever related to the use of Parcel 1-B by Grantee, as described above.

3. The easement, rights and privileges granted by this Easement are exclusive and Grantor covenants not to convey any other easement or conflicting rights within the Easement Property.

4. Grantor retains, reserves, and shall continue to enjoy the use of the Easement Property for any and purposes that do not interfere with or prevent the use by Grantee of the Easement Property. Grantor will be responsible to maintain the Easement Property in its present condition, for the benefit of Grantee, ordinary wear excepted.

5. This Easement may be amended, altered, released, or revoked by Grantor and Grantee, or their respective successors or assigns, upon entering into a written agreement between them. Any cost associated with bringing Parcel 2 into the condition existing at the time of signing this Easement will be borne by Grantee.

6. Grantor hereby warrants and covenants to Grantee, and its successors and assigns, that Grantor is lawfully seized and possessed of the Easement Property; and that Grantor has a good and lawful right to make this conveyance.

7. This Agreement is intended to be a covenant running with and appurtenant to the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico.

8. If legal action is initiated by either party for the purpose of enforcing or interpreting the Easement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

9. Notwithstanding anything in this Easement to the contrary, and in addition to the ability of Grantor and Grantee to amend, alter, release, or revoke this Easement by their agreement, Grantor reserves the right to cancel the grant of this Easement upon thirty (30) days written notice to Grantee if, in exercising Grantor's reasonable discretion, Grantor determines the use of the Easement by Grantee adversely impacts and/or financially impacts the operation of the business located on Parcel 2. The notice under this Paragraph will be hand delivered or mailed to Grantee via certified mail, return receipt

requested, at the following address, or at such other address as Grantee shall provide:

Kaplan Juan Tabo, LLC
c/o Arthur Henry Kaplan
3921 Louisiana Blvd. NE
Albuquerque, NM 87110

The notice shall be effective upon receipt if hand delivered or upon receipt by Grantor of proof of delivery if sent by mail.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the date and year first above written.

GRANTOR:

G & R PARTNERSHIP, a New Mexico
general partnership

By: [Signature]
Gary Hines, General Partner

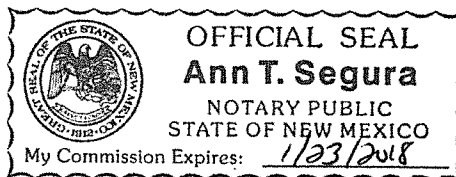
STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

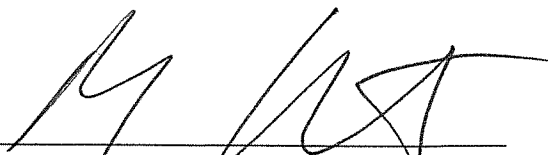
This instrument was acknowledged before me on Nov. 18, 2015, by Gary Hines, general partner of G & R PARTNERSHIP, a New Mexico general partnership, on behalf of said partnership.

[Signature]
Notary Public

My Commission Expires:

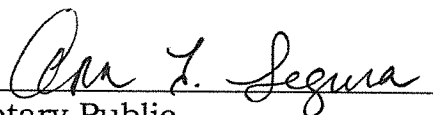
1/23/2018



By: 
Raimundo Ubieta, General Partner

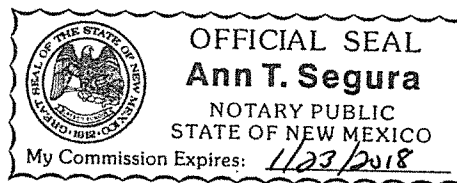
STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on Nov. 18, 2015, by Raimundo Ubieta, general partner of G & R PARTNERSHIP, a New Mexico general partnership, on behalf of said partnership.


Notary Public

My Commission Expires:

1/23/2018



GRANTEE:

KAPLAN JUAN TABO LLC, a Colorado
limited liability company

By: [Signature]
Arthur Henry Kaplan, Managing
Member

By: [Signature]
Toya Vivian Kaplan, Managing
Member

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on Nov 10, 2015, by
Arthur Henry Kaplan and Toya Vivian Kaplan, Managing Members of KAPLAN
JUAN TABO LLC, a Colorado limited liability company, on behalf of said limited
liability company.

[Signature: Danielle N. Montoya]
Notary Public

My Commission Expires:

2/25/18

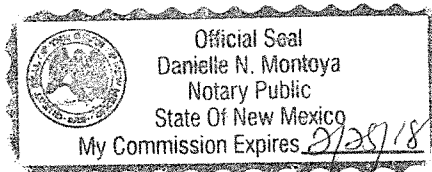


Exhibit A
Private Access Easements
Within Parcel 2, Monarch Village
City of Albuquerque
Bernalillo County, New Mexico
August 2015

Legal Description

A CERTAIN PARCEL WITHIN PARCEL NUMBERED 2 OF THE MONARCH VILLAGE, CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON JUNE 27, 1977, IN PLAT BOOK B13, PAGE 38, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL, WHENCE THE SOUTHWEST CORNER OF SAID PARCEL 2, BEARS N 88°50'43" W, A DISTANCE OF 33.81 FEET, WHENCE A TIE TO ACS MONUMENT "11_H21" BEARS N 08°08'06" W A DISTANCE OF 10209.97' FEET;

THENCE, FROM THE POINT OF BEGINNING, N 01°36'34" E, A DISTANCE OF 9.65 FEET, TO A POINT OF CURVATURE;

THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00, AN ARC LENGTH OF 23.56 FEET, DELTA OF 90°00'31", AND A CHORD BEARING AND DISTANCE OF N 43°23'42" W, 21.21 FEET, TO A POINT OF TANGENCY;

THENCE, N 88°23'57" W, A DISTANCE OF 19.06 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF JUAN TABO BOULEVARD NE;

THENCE, COINCIDING SAID RIGHT-OF-WAY, N 01°02'13" E, A DISTANCE OF 24.00 FEET TO AND AN ANGLE POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE, LEAVING SAID RIGHT-OF-WAY, S 88°23'57" E, A DISTANCE OF 64.30 FEET TO AN ANGLE POINT;

THENCE, S 01°36'34" W, A DISTANCE OF 48.42 FEET TO AN ANGLE POINT LYING ON THE SOUTH PROPERTY LINE OF SAID PARCEL 2;

THENCE, COINCIDING SAID PROPERTY LINE, S 88°50'43" W, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.0534 ACRES, (2,325 SQ. FT.) MORE OR LESS.

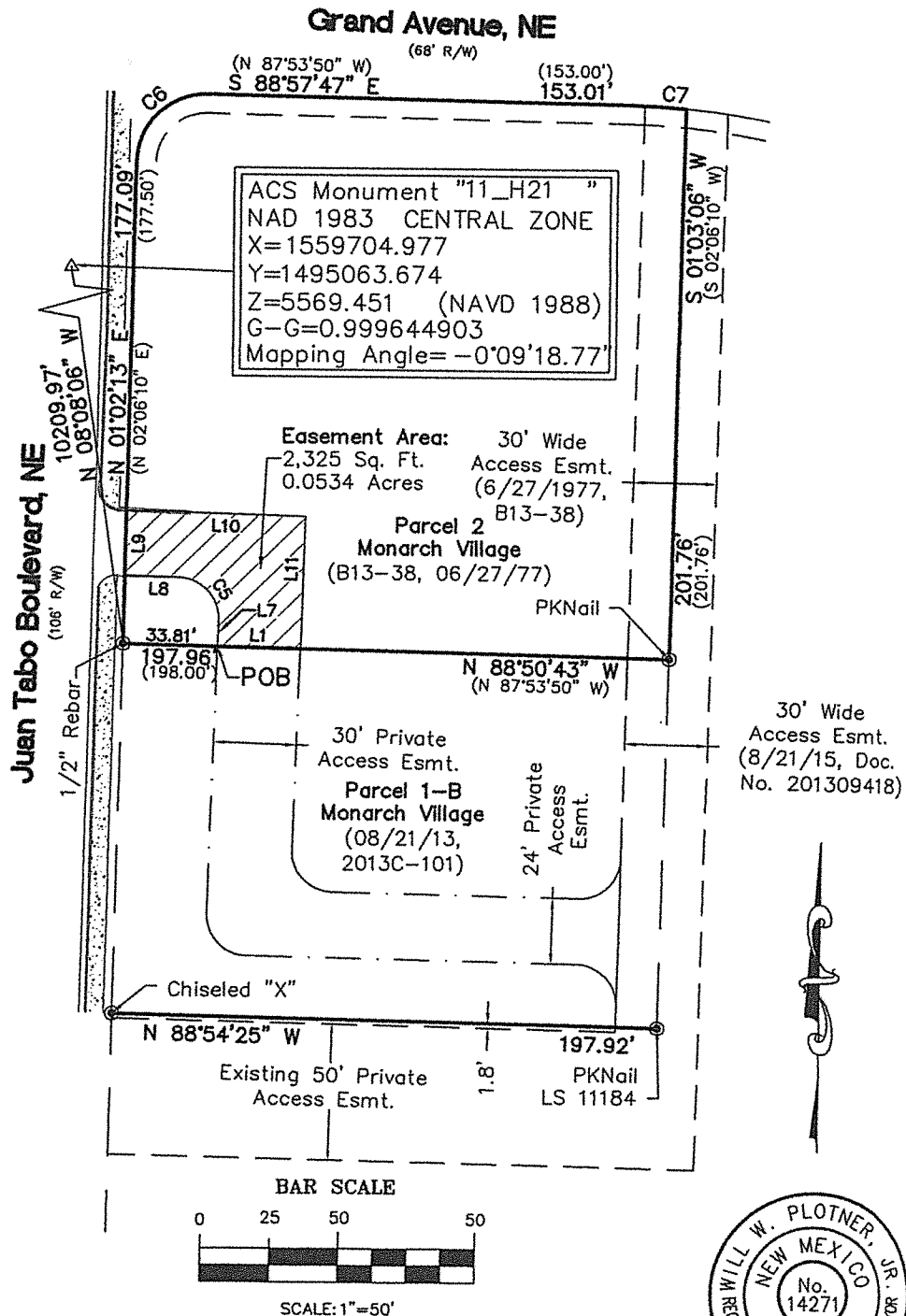


CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244



Private Access Easements Within Parcel 2, Monarch Village City of Albuquerque Bernalillo County, New Mexico August 2015



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