**DECLARATION OF ACCESS AND PARKING EASEMENTS**

(3615 Highway 528, Albuquerque, New Mexico)

3615 HIGHWAY 528, LLC, a New Mexico limited liability company, as owner (“Owner”) of the two parcels described on attached Exhibit A (“Tract C-4-A1” and “Tract C-4-A2”, respectively, currently under one address, 3615 Highway 528, Albuquerque, Bernalillo County, New Mexico), hereby declares and establishes a perpetual, non-exclusive easement for vehicular access, ingress and egress, and for the parking of vehicles ( the “Access and Parking Easements” or the “Easements”) to benefit and burden each of Tract C-4-A1 and Tract C-4-A2, in accordance with the Site Plan (“Site Plan”) approved by the City of Albuquerque, attached as Exhibit B. These Easements shall be for the benefit and use of the respective owners of Tract C-4-A1 and Tract C-4-A2, their employees and customers, and shall exist only for reasonable use in connection with development under the Site Plan or any other applicable site plan for the premises approved by the City of Albuquerque.

The Owner of each Tract shall maintain and keep in good repair the Easements located on each Tract, and shall keep such easement areas free of obstruction of every nature. Notwithstanding the foregoing, in instances of abnormal wear and tear, the cost of maintenance attributable to such abnormal wear and tear shall be paid by the Owner(s) having the user or users to which such abnormal wear and tear is attributable.

Upon any party's default under the maintenance obligations set forth in this Agreement (such party is hereinafter referred to as the "Defaulting Party"), the other party (hereinafter referred to as the "Affected Party") after giving the Defaulting Party written notice and thirty (30) days in which to cure such default, shall have the right to enter upon such necessary portions of the property of the Defaulting Party and to perform such maintenance. In such event, the Defaulting Party shall reimburse the Affected Party for the cost thereof within fifteen (15) days after receipt of a written request for reimbursement in reasonable detail. Any sums not paid to the Affecteded Party within such fifteen (15) day period shall bear interest thereafter at the rate of ten percent (10%) per annum until paid, but such amounts shall not constitute liens on any part of the Property.

This Agreement runs with the land, binds Owner and its successors and assigns, and may be modified only in writing. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New Mexico. Collection of any costs incurred by a party hereto in enforcing the provisions hereof in the event of an Owner’s failure to perform may be sought in any appropriate court of law with the non-prevailing party paying all costs of action, including the prevailing party’s attorneys’ fees.

Date: \_\_\_\_\_\_\_, 2017.

3615 HIGHWAY 528, LLC

By

Its

STATE OF )

) ss:

COUNTY OF )

This instrument was acknowledged before me on , 2017, by , Manager of 3615 Highway 528, LLC, on behalf of the company.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

Tract C-4-A1 and Tract C-4-A2 as shown on the Plat Tracts C-4-A1 and C-4-A2, Seven Bar Ranch, recorded \_\_\_\_\_\_\_\_\_\_\_, 2017, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Bernalillo County, New Mexico records.

**EXHIBIT B**

**Site Plan**