



MUTUAL CROSS-ACCESS AGREEMENT

This Mutual Cross-Access Agreement (“Agreement”) is hereby granted by the owner, Brewer Oil Co, a New Mexico corporation, (“Grantor”) of Lots 1-A-1, 1-B-1, 1-C-1 of Building Corporation of America Complex and Northwesterly Portion of Block C, Duke City Industrial Area City of Albuquerque, Bernalillo County, New Mexico.

1. Recitals. Grantor makes the following recitals which are material parts of this Agreement:

1.1 The Grantor is the owner of the fee simple estates of Lots 1-A-1, 1-B-1, 1-C-1 of Building Corporation of America Complex and Northwesterly Portion of Block C, Duke City Industrial Area City of Albuquerque, Bernalillo County, New Mexico (the “Properties”).

1.2 Grantor now wants to reserve and grant a blanket, mutual, cross-access easement on, over and across the Properties on the terms and conditions stated in this Agreement.

2. Grant of Easement. Grantor grants a non-exclusive, perpetual, permanent mutual cross-access easement to the present and all future owners of the Properties in, over, upon and across the Properties. The easement shall include reasonable uses for access to the buildings and accessory structures and utilities servicing those buildings and accessory structures.

3. Use of Access Easement. The Agreement may be used for (i) Grantor and any future owners of the Properties and their respective employees, agents, customers, invitees and licensees, and (ii) fire, police, emergency vehicles, animal control, solid and liquid waste disposal and any other emergency health and safety services.

4. Terms. The term of this Agreement will begin on the date that this Agreement is filed for record in the office of the County Clerk of Bernalillo County, New Mexico. This appurtenance easement shall run with the Properties.

7. No Dedication to Public. Nothing provided in this Agreement or in the access granted in this Agreement will be deemed to be a gift or dedication of all or any portion of the Properties to, or will not confer any rights on or to, either the public in general or the City of Albuquerque, or Bernalillo County, the State of New Mexico, except as specifically provided in this Agreement.

8. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, will run with the land and will be binding on and will benefit the Grantor and its respective successors, transferees, and duly appointed legal representatives.

9. Termination of Liability on Transfer. Any transfer of all of the Grantor’s respective interests in the Properties will result in the termination of the transferor’s liability for breach of any covenant under this Agreement which occurs at any time after the instrument of transfer or conveyance is filed for record in the Office of the County Clerk of Bernalillo County, New Mexico.

10. Survival of Payment Obligations After Termination of Agreement. Any payment obligation of any of the Grantor or owners, as provided in this Agreement, will survive the termination of this Agreement.

11. Applicable Law. This Agreement will be governed by and construed under and in accordance with the laws of the State of New Mexico.

12. Jurisdiction. Each of the parties to this Agreement irrevocably submits in any suit, action or proceeding arising out of or relating to this Agreement to the jurisdiction of either the Bernalillo County District Court of the State of New Mexico or the United States District Court for the District of New Mexico, and waives any and all objections to jurisdiction that such party may have under the laws of either State of New Mexico or the United States of America.

13. Authority. Each of the signatories to this Agreement warrants and represents that such person has the power and authority to enter into this Agreement in the name, title and capacity stated in this Agreement and on behalf of the entity represented or purported to be represented by such person.

14. Attorneys' Fees. If any party to this Agreement employs an attorney or attorneys to enforce any of the provisions of this Agreement, or to protest the party's interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, then the non-prevailing party in any such action, pursued in courts of competent jurisdiction (the finality of which is not legally contested), agrees to pay to the prevailing party all reasonable costs, damages and expenses, including, without limitation, any attorneys' fees and court costs, expended or incurred in connection with the action.

14. Severability. If any provisions of this Agreement is, for any reason, held to violate any applicable law, and so much of this Agreement is held to be unenforceable, then the invalidity of such specific provision will not be held to invalidate any other provision of this Agreement, which will remain in full force and effect.

15. Entire Agreement; Modifications; Waivers. This Agreement, including any attached exhibits, constitutes the entire understanding and agreement between the parties with respect to the access easements granted in and subject matter of this Agreement, and supersedes all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written, by or between the parties to this Agreement. This Agreement may not be amended or modified except by an instrument, in writing, signed by the Grantors or their respective successors in interest or duly appointed legal representatives. No waiver, release or discharge of any terms or provisions of this Agreement will be enforceable against any party to this Agreement unless such waiver, release or discharge is signed by the party against whom enforcement is sought and then only to the extent set forth in the instrument.

This Agreement is dated as of the date set forth below and will become effective when filed for record in the real property records of the County Clerk of Bernalillo County, New Mexico.

By: Jay Lamberth
Jay Lamberth, Vice President

Date: 9/29/21

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

My Commission Expires:
December 12, 2023

Maria D. Carrillo
Notary Public

