

**AGREEMENT FOR RECIPROCAL USE OF EASEMENT
FOR COMMON ACCESS**

This Agreement is made and executed this 22nd day of March, 1994, by and between G. Blake Chanslor, Trustee of the G. Blake and June L. Chanslor Revocable Trust, hereinafter referred to as "Chanslor Trust" and Lynn K. Ford, a married woman, joined by her husband, Creed L. Ford, hereinafter referred to as "Ford".

RECITALS:

1. Chanslor Trust was the owner of the following described property situate in the City of Albuquerque, County of Bernalillo, State of New Mexico, and described as follows:

A certain parcel of land situate within Section 10, Township 10 North, Range 3 East, N.M.P.M., being all of Tracts A-1 and A-2 of Tracts A-1 and A-2, Blocks 24 and 26, Timoteo Chavez Addition, 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 3, 1993, in Volume 93-C, Folio 315.

2. Chanslor Trust and Ford entered into a Purchase Agreement wherein Ford purchased and Chanslor Trust sold a portion of the above described property to Ford.

3. While Chanslor Trust was the owner of the property described above, Chanslor Trust placed a private easement on said property, which easement lies partly on the portion Ford purchased and partly on the part the Chanslor Trust retained.

4. In order to sell the portion of the property to Ford, Chanslor Trust had the above described property replatted and a copy of the property as replatted is attached hereto as Exhibit "A"



and incorporated by reference herein. The property sold to Ford is described on Tract A-1-A and Tract A-2-A on the replat.

5. The private easement that Chanslor Trust placed on the said property is reflected on Exhibit "A" attached hereto as a thirty foot (30') joint access easement, which runs from Carlisle Blvd., NE, on the west side of the property, in an easterly direction, then turning and running south to Prospect Ave., NE.

6. In conjunction with the sale of Tract A-1-A and Tract A-2-A to Ford by Chanslor Trust, with the Chanslor Trust retaining Tract A-1-B, both Chanslor Trust and Ford are desirous of entering into this Agreement for reciprocal development, use, and maintenance of the easement for common access on the terms and conditions set forth below.

NOW THEREFORE, FOR GOOD AND SUFFICIENT CONSIDERATION the parties agree as follows:

1. The easement is acknowledged to be a private easement for the non-exclusive right and privilege of access to and ingress and egress for vehicular and pedestrian purposes through, over, under and across the easement that is shown on Exhibit "A" hereto.

2. Chanslor Trust and Ford agree that the easement may be used by, or will be used by each for the benefit and enjoyment of the parcels of the Chanslor Trust and of Ford. It is agreed that the easement will be improved, which will or may necessitate curb cuts, curbing, drive pads, asphalt paving, base course, striping, marking, signing, and any other items required in order to comply with any governmental regulations.

3. All work required to initially improve the easement as set forth in paragraph 2 above will be paid 50% by Chanslor Trust and 50% by Ford. The details for improving the easement will be handled by separate agreement between the parties.

4. After initial improvement of the easement, Chanslor Trust shall be responsible for seeing that the easement area is repaired and maintained, including but not limited to resurfacing, filling of pot holes, and restriping. The cost of repairs and maintenance shall be borne 50% by the Chanslor Trust and 50% by Ford. Upon completion and payment for repairs and/or maintenance Chanslor Trust shall bill Ford and Ford agrees to immediately reimburse Chanslor Trust for Ford's 50%. For purposes of billing or any other notification required under this Agreement, Ford's address is 9303 Timber Hollow Circle, Dallas, TX 75231.

5. Each owner will be responsible for the payment of the ad valorem taxes on the property owed by them and there shall be no allocation or proration with regard to taxes based on the easement.

6. If either Chanslor Trust or Ford transfers all the ownership of the their tracts referred to herein, the liability of the party so transferring for any breach of this Agreement occurring after the transfer, automatically terminates to the extent of the property transferred. However, the transferring party will remain liable for any breaches of the Agreement occurring before the date of transfer. Liability for a breach of this Agreement and for sharing of costs as set forth herein will be the obligation of the transferee of either Chanslor Trust or Ford.

7. Should any litigation be instituted with respect to this Agreement, or the rights created hereunder, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorneys' fees and costs.

8. All provisions of this Agreement, including the benefits and burdens run with the land and are binding on and will inure to the benefit of the successors and assigns of each party to this Agreement.

9. In the event of a condemnation proceeding, no portion of any award will be attributed to the value of the easement and no portion of any such award shall be paid to Chanslor Trust for that portion of the easement lying on Ford property, nor to Ford for that portion of the easement lying on Chanslor Trust property.

10. Each party will obtain and maintain liability insurance on its respective parcel in an amount usual and customary for such property. Each party agrees to indemnify, defend, save and hold harmless the other party from any loss or expense, arising out of the use of the easement and caused by the acts or omissions of the indemnifying party and/or the employees or agents of the indemnifying party.

11. The parties recognize and expressly state their intent that allowing use of the easement by one another is not intended to, nor will it create any rights, prescriptive or otherwise in the public to the easement for the public to pass through the easement from Carlisle Blvd., NE to Prospect Ave., NE, or for parking thereon, but the use of the roadway on the easement confers solely



on Chanslor Trust and/or Ford, the right of ingress and egress to and from their respective tracts from Carlisle Blvd., NE and Prospect Ave., NE. The parties reserve the right to cancel this Agreement and to vacate the private easement granted by the Chanslor Trust by mutual consent of the parties and no other party, including the public shall have an interest herein or standing to object to such cancellations for the reason that this Agreement creates no third party rights; provided that, both parties recognize that the vacation of the easement by mutual consent may require a replatting in order to comply with City and/or County zoning or platting requirements.

12. This Agreement shall be binding upon the heirs, personal representatives, devisees, assigns and successors in interest of the parties hereto.

G. BLAKE AND JUNE L. CHANSLOR
REVOCABLE TRUST

BY G. Blake Chanslor, Trustee
G. Blake Chanslor, Trustee

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

Acknowledged before me on March 22, 1994 by G. Blake Chanslor, Trustee of the G. Blake and June L. Chanslor Revocable Trust.

Barbara Myers
Notary Public

My commission expires:

Oct. 24, 1995

Lynn K Ford
LYNN K. FORD

Cl L Ford
CREED L. FORD

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

Acknowledged before me on March 23, 1994 by Lynn K. Ford, a married woman, joined by her husband Creed L. Ford.

Vici J Wilkerson
Notary Public

My commission expires:

2/20/96



