

Stewart Title
Gail Torino GF# 1017480

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT is made as of April 20, 2021, by Ashcraft Real Estate & Development Corporation, a New Mexico corporation ("Ashcraft") and KLG 10, LLC, a New Mexico limited liability company ("KLG") (Ashcraft and KLG, collectively referred to as "Owners" and each individually, and "Owner").

WHEREAS, KLG owns certain real estate described as follows (the "Tract B-1-A"):
Tracts B-1-A of the Plat of Tracts B-1-A and B-1-B of the Replat of Tract B-1, MESA DEL NORTE ADDITION, Albuquerque, New Mexico, as the same is shown and designated on said Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 24, 2011, in Map Book 2011C, folio 48 (the "Plat").

WHEREAS, Ashcraft owns certain real estate described as follows (the "Tract B-1-B"):
Tracts B-1-B of the Plat.

WHEREAS, Tract B-1-A and Tract B-1-B are collectively referred to herein as the "Property".

WHEREAS, Note 9 of the Plat grants a private reciprocal cross lot access, parking, and drainage easement for the benefit and use of the Property, one tract to the other.

WHEREAS, the Owners desire to terminate the private reciprocal cross parking and cross drainage portions of the easement shown on Note 9 of the Plat.

NOW, THEREFORE, in consideration of the mutual agreements hereinbelow, the Owners agree as follows:

1. A private, reciprocal cross lot parking and drainage easement (the "Cross Parking and Drainage Easement") was granted by Note 9 of the Plat on and across both Tract B-1-A and Tract B-1-B of the Property. The Cross Parking and Drainage Easement is hereby terminated and shall be of no further effect, including all rights, duties and obligations associated therewith.
2. A private, reciprocal cross lot access easement (the "Cross Access Easement") was also granted by Note 9 of the Plat on and across both Tract B-1-A and Tract B-1-B of the Property. The Cross Access Easement was established for the benefit and use by and for the owner both Tract B-1-A and Tract B-1-B of the Property, to be maintained by the Owners of the Property, and consists of the entire Property, exclusive of building areas and parking areas. The Cross Access Easement remains in full force and effect.
3. Maintenance responsibility for the Cross Access Easement is hereby amended to provide that each owner of Tract B-1-A and Tract B-1-B of the Property shall bear the sole cost, expense, and responsibility for the Cross Assess Easement on each said Owner's Tract.