

**DECLARATION OF RECIPROCAL ACCESS
AND DRAINAGE EASEMENTS**

WHEREAS, **G & A LTD. CO.**, a New Mexico limited liability company ("G & A") is the owner of the following described real property located in the County of Bernalillo, State of New Mexico, to-wit:

Lot 4, Meridian Business Park, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 16, 1997 in Volume 97C, folio 157, as Document No. 97-049625.

("Lot 4"); and

WHEREAS, **MERIDIAN REALTY LTD. CO.**, a New Mexico limited liability company ("MERIDIAN") is the owner of the following described real property located in the County of Bernalillo, State of New Mexico, to-wit:

Lot 5, Meridian Business Park, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 16, 1997 in Volume 97C, folio 157, as Document No. 97-049625.

("Lot 5"); and

WHEREAS G & A and MERIDIAN desire to provide for reciprocal access and drainage easements on Lot 4 and Lot 5.

NOW, THEREFORE:

1. G & A and MERIDIAN hereby declare that each Lot is subject to reciprocal non-exclusive perpetual easements over, through and across the "Access Areas" (as hereinafter defined) located on each Lot for the purposes of access, ingress, egress and movement by vehicular and pedestrian traffic for the benefit of the other Lot.

2. The "Access Areas" are the portions of each Lot designated and used by the respective owners thereof from time to time for vehicular and pedestrian ingress and egress.



3. G & A and MERIDIAN hereby declare that each Lot is subject to reciprocal non-exclusive perpetual easements for drainage over, through and across the Access Areas located on each Lot for the benefit of the other Lot.

4. The Access Areas on each Lot may be relocated from time to time by the respective owners thereof provided the Access Areas are reasonably accessible for ingress and egress to and from the Lots and for drainage for the Lots.

5. Except during construction, repairs, maintenance and replacements, the Access Areas shall not be blocked, nor shall any barriers or other obstructions be placed within or adjoining the Access Areas to prevent the reasonable ingress, egress or drainage within said Access Areas.

6. The owner of each Lot shall maintain the Access Areas on said owner's Lot in good repair, with such maintenance to include, but not be limited to, lighting, signage, removal of snow, ice, rubbish and debris, and the surfacing, resurfacing and striping of said Access Areas.

7. The owner of each Lot agrees to maintain general commercial liability insurance in an amount of not less than \$1,000,000.00 single limit, naming the owner(s) of the other Lot as additional insured(s) for claims related to this Declaration, and said policies shall provide for not less than thirty (30) days prior written notice to each other owner of any cancellation or change in said policies. Each such policy shall further include provisions which deny to the insurer acquisition by subrogation of rights of recovery against the other owner(s) to the extent that such provisions may be effective without making it impossible to obtain insurance coverage from responsible companies qualified to do business in the State of New Mexico. Each owner hereby waives all rights of recovery against the other owner(s) for loss or injury against which the waiving party is or may be protected by insurance containing said provisions.



8. In the event the owner of either Lot fails to maintain the Access Areas on said owner's Lot in compliance with this Declaration, the other Lot's owner may serve written notice on the defaulting Lot owner, and if said defaulting Lot owner does not cure said default within thirty (30) days of the receipt of said notice, the non-defaulting Lot's owner shall have the right to undertake the repairs, maintenance and/or replacements required within the Access Areas and the defaulting Lot owner shall reimburse the other Lot's owner for said expenses, plus interest at 18% per annum from the date of each expenditure until repaid. Further, if either Lot owner pays maintenance, repair or replacement expenses for a defaulting Lot owner pursuant to the provisions of this paragraph, the non-defaulting Lot owner shall have the right to file a lien against the defaulting owner's Lot for the amount of said expenditures, and said lien shall be subject to foreclosure in the same manner as mortgages and judgment liens.

9. In the event the owner of either Lot is required to enforce the provisions of this Declaration by judicial proceedings, the prevailing party shall be entitled to reasonable attorneys' fees and court costs from the non-prevailing party.

10. Notices given pursuant to the provisions of this Declaration which are necessary to carry out the provisions of this Declaration shall be in writing and delivered personally to the person to whom notice is to be given, or mailed, postage prepaid, addressed to the person.

11. To the extent, if at all, §56-7-1 N.M.S.A. 1978 as amended invalidates any indemnity, hold harmless or insurance provision of this Declaration, the remaining indemnity, hold harmless and insurance provisions shall remain in full force and effect.

12. This Declaration shall be binding upon the undersigned, their successors and assigns in all respects, and shall be deemed to run with the land forever.



HUNT &
DAVIS, P.C.
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Please refer to: 1623.120

October 4th, 2015

Angelo Brunacini
P.O. Box 6992
Albuquerque, NM 87197-6992

Re: General

Dear Mr. Brunacini:

Our firm has closed the above file. Attached below are the following original documents:

1. Declaration of Reciprocal Access and Drainage Easements

Unless you advise us that you wish us to reopen the above file or want the file returned to you, we will be storing the paper file for five (5) years. After December 2020, the file will be shredded. We will not monitor this file, nor will we take any action in this matter, unless you contact us and request that we do so.

Thank you for allowing us to represent you on this matter. If you need anything further, please do not hesitate to contact us.

Sincerely yours,

HUNT & DAVIS, P.C.

Catherine F. Davis for
Kenneth A. Hunt
KAH:md