



**CROSS ACCESS, PARKING, UTILITY, AND DRAINAGE**  
**COVENANT AND EASEMENT AGREEMENT**

THIS CROSS ACCESS, PARKING, UTILITY, AND DRAINAGE COVENANT AND EASEMENT AGREEMENT (the “Agreement and Covenant”) is made as of 11/13, 2025 (the “Date Hereof”), is made by SKYVIEW WEST INDUSTRIAL PARK, LLC, a New Mexico limited liability company (“Declarant”).

WHEREAS, Declarant is the owner of that certain real property located in Bernalillo County, New Mexico and shown and described on Exhibit A (the “Property”).

WHEREAS, the Property consists of two tracts of land (each, a “Tract”) known as Tract I-1 and Tract I-2, as such are shown and described on the plat thereof. Each Tract may be further subdivided. Any subdivided portion of the Property, whether being the entirety of a Tract or any further subdivided portion thereof shall be referred to, generally, as a “Lot”.

NOW, THEREFORE in consideration of the mutual agreements hereinbelow, the Declarant declares as follows:

1. Grant of Access Easement. The Declarant hereby declares that the Property is subject to reciprocal non-exclusive perpetual easements for the benefit of each and every Lot, over, through and across the “Access Area” (as hereinafter defined) located on said Lot for access, ingress, egress and movement by vehicular and pedestrian traffic, including to and from public rights of way.

2. Grant of Parking Easement. The Declarant hereby declares that the Property is subject to reciprocal non-exclusive perpetual easements over the “Parking Area” (hereinafter defined) for the benefit of each and every Lot for the purpose of vehicular parking.

3. Grant of Utility Easement. The Declarant hereby declares that the Property is subject to reciprocal non-exclusive perpetual easements for the benefit of each and every other Lot for the purposes of construction, placement, use, maintenance, and repair of utilities (the “Utility Easement”) over, through, across, under and along each of the Lots.

4. Grant of Drainage Easement. The Declarant hereby declares that the Property is subject to reciprocal non-exclusive, perpetual easements for the benefit of each Lot for the purpose of ponding, water retention, drainage, drainage connections, removal of stormwater or other similarly situated hydrology related matter (collectively, the “Drainage Easement”). The Drainage Easement shall be blanket in nature, but shall be limited in scope such that (i) the Drainage Easement provides for only typical and routine drainage over, through and across each Lot; or (ii) as reasonably necessary to comply with federal, state or local law, statute, rule, code or regulation, zoning approval, or governmental or quasigovernmental entity approval, ruling or drainage plans.

5. Limitations to Easement Areas. 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. The “Parking Areas” are the portions of each Lot designated and used by the respective owners thereof from time to time for vehicular parking.

6. Right to Relocate. The Access Areas and Parking Areas on each Lot may be relocated from time to time by the respective owners thereof, provided the relocated Access Areas and Parking Areas are reasonably accessible for ingress and egress to and from each developed Lot within the Property and the public right of way and parking within the Property.

7. Easement Areas Not to be Obstructed. Except during periods of construction, repairs, maintenance and replacements, the Access Areas, Parking Areas or areas serving the Drainage Easement or Utility Easement shall not be blocked, nor shall any barriers or other obstructions be placed within or adjoining the area to prevent the reasonable use of the easements as provided for herein.

8. Maintenance; Repair. The owner of any Lot (each, an “Owner”) shall maintain the Access Areas on said Owner’ land in good order and repair, with such maintenance to include, but not be limited to lighting; signage; removal of snow, ice, rubbish, debris and other hazards; and the surfacing, resurfacing and striping of said Access Areas.

9. Insurance Requirements. The owner of each Lot agrees to: (a) maintain commercial general liability insurance in an amount of not less than \$1,000,000.00 single limit (the “Financial Limits of Coverage”), naming the owner of the other Lot as an additional insured for claims related to this Agreement and Covenant; (b) said policies shall provide for not less than thirty (30) days prior written notice to each other Lot owner of any cancellation or change in said policies; (c) each such policy shall further include provisions which deny to the insurer acquisition by subrogation of rights of recovery against the other Lot owner 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; and (d) each Lot owner hereby waives all rights of recovery against the other Lot owners for loss or injury against which the waiving party is or may be protected by insurance containing said provisions.

10. Default. In the event the owner of any Lot fails to maintain the easement areas on said owner’s Lot in conformity with the reasonable and customary use of said easement (a) another Lot owner may serve written notice on the defaulting Lot owner, and if said defaulting Lot owner does not cure said default within fifteen (15) days of the receipt of said notice, the non-defaulting Lot owner shall have the right to undertake the repairs, maintenance and/or replacements required within the Access Areas, as applicable, and the defaulting Lot owner shall reimburse the other Lot owner for said expenses, plus interest at 18% per annum from the date of each expenditure until repaid; and (b) 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 alien against the defaulting owner's Lot for the amount of said expenditures, plus interest thereon, and said lien shall be subject to foreclosure in the same manner as mortgages and judgment liens.

11. Attorney Fees; Costs. In the event the owner of either Lot is required to enforce the provisions of this Agreement and Covenant by judicial proceedings, the prevailing party shall be entitled to reasonably attorneys' fees and court costs from the non-prevailing party.


12. Notice. Notices given pursuant to the provisions of this Agreement and Covenant that are necessary to carry out the provisions of this Agreement and Covenant shall be in writing and delivered personally to the owner or its representative, or mailed, postage prepaid, registered or certified, return receipt requested, and properly addressed to the owner/representative shown on the records of the (i) Bernalillo County Assessor for the Lot; and (ii) New Mexico Secretary of State for the owner of the Lot, if the owner of the Lot is an entity, unless the owner of a Lot has previously provided notice, as requires herein, to the owner to the other Lot of a different address.

13. Binding; Runs With Land. This Agreement and Covenant shall be binding upon the undersigned, their successors and assigns in all respects, and shall be deemed to run with the land forever.

[Remainder of page intentionally left blank.]

WITNESS MY HAND the day and year first above written.

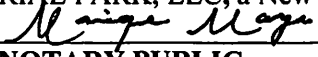
SKYVIEW WEST INDUSTRIAL PARK, LLC,  
a New Mexico limited liability company

By:   
George Brunacini, its Member

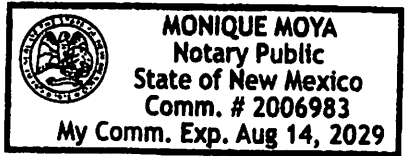
Date of Execution: 11/13/2025

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

This instrument was acknowledged before me on 11/13, 2025, by Angelo Brunacini, as  
Manager of SKYVIEW WEST INDUSTRIAL PARK, LLC, a New Mexico limited liability company.

  
NOTARY PUBLIC

My Commission Expires:



**EXHIBIT A**

**PROPERTY**

TRACTS I-1 and I-2, as such are shown and described on the Plat thereof entitled "PLAT FOR TRACTS I-1 AND I-2, COORS PLAZA, BEING COMPRISED OF REMAINING PORTIONS OF TRACT I, COORS PLAZA, AND TRACTS 54 AND 55, UNIT 6, TOWN OF ATRISCO GRANT, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, MAY 2023", as such is recorded on October 15, 2024, in the records of Bernalillo County, in Book 2024C, Page 97, as Document Number 2024072723.