## Figure 23.6.3 <u>RECIPROCAL EASEMENTS FOR COMMON ACCESS</u>

This Easement Agreement is entered into between <u>Joseph Brian Velasquez</u> owner of Lot 22, block F, Atlantic & Pacific Addn of <u>Velasquez</u> owner of <u>Lot 23, block F, Atlantic &</u>, City of <u>(Bernalillo)</u>, State of New Mexico, and , State of New Mexico.

The parties have an interest in adjoining real estate situated in the City of Albuquerque, County of Bernalillo, State of New Mexico and described as follows:

The New adjacent Townhomes on these lots mentioned above will have a common shared curb-cut that straddles a length crossing the projected common lots property line

The parties desire to create a common access easement between the above-described adjoining lots providing access, from a single access point on the abutting street, to said lots owned by them for the benefit of each of them; and therefore agree as follows.

An easement for a common access in favor of Lot 22 & 23 owned by Joseph Brian Velasquez, is created over the strip of land <u>16'-17'</u> feet wide along the <u>Southern</u> boundary line of Lot <u>23</u>, owned by <u>Velasquez</u> and an easement for a common access in favor of Lot <u>22</u>, owned by Joseph Brian Velasquez, is created over the strip of land <u>16'-17'</u> feet wide along the <u>Southern</u> boundary of Lot <u>22</u>; owned by <u>Velasquez</u> for the purpose of creating a common access <u>32'-34'</u> feet wide for the benefit of both of the above described lots.

This easement is superior and paramount to the rights of any of the parties hereto in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land.

The maintenance of the easement areas are the responsibility of the respective property owners.

In witness whereof, the parties hereto have executed this agreement as follows:

ACKNOWLEDGED:

Date OC+24, 19 202 (Owner #1)

## WITNESSED: STATE OF NEW MEXICO ) COUNTY OF BERNALILLO )

On this <u>74</u> day of <u>Utober</u>, <u>before</u> me personally appeared <u>Isep Build</u>, and to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

fary 1st Parts

My Commission Expires  $\frac{9/19}{27}$ 



STATE OF NEW MEXICO NOTARY PUBLIC Jordan Samuel Levick Commission No. 1127055 Expires: September 19, 2027

ACKNOWLEDGED:

Date Oc + 2400

WITNESSED:

STATE OF NEW MEXICO )

## COUNTY OF BERNALILLO )

On this  $\underline{\mathcal{U}}_{day}^{h}$  of  $\underline{\mathcal{U}}_{dbw}^{h}$ ,  $\underline{\mathcal{W}}_{day}^{h}$ , before me personally appeared  $\underline{\mathcal{V}}_{day}^{h}$  and to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

Notary 2nd Party

My Commission Expires:

STATE OF NEW MEXICO NOTARY PUBLIC Jordan Samuel Levick Commission No. 1127055 Expires: September 19, 2027