

**GRANT OF RECIPROCAL PARKING EASEMENTS AND ACCESS EASEMENTS
AND MUTUAL MAINTENANCE AND REPAIR DECLARATION**

This Grant of Reciprocal Parking Easements and Access Easements and Mutual Maintenance and Repair Declaration ("Declaration") is made March 29, 2021, by Welcome Veterinary Practices, LLC, a New Mexico limited liability company ("WVP" or "Grantor")

Recitals:

- A. WVP owns the real property located at 3601 Central Ave. NE, Albuquerque, New Mexico, more fully described as Tract Lettered "A-1" in Block Numbered One (1) of College View Business Addition, Albuquerque, New Mexico, as the same is shown and designated on the Replat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico on December 12, 1989 in Volume C40, Folio 67. ("Lot 1").
- B. WVP also owns the real property located at 3625 Central Ave. NE, Albuquerque, New Mexico, more fully described as Lots Ten (10), Eleven (11) and Twelve (12), in Block Numbered One (1), of College View Business Addition, to the City of Albuquerque, New Mexico, as the Same are Shown and Designated on the Plat of said Subdivision, filed in the Office of the County Clerk of Bernalillo County, New Mexico on March 28, 1928, in Plat Book C2, Folio 114 ("Lot 2") (Lot 1 and Lot 2 are collectively referred to herein as "the Lots").
- C. There are an existing building and improvements on Lot 1 and an existing building on Lot 2. Grantor wishes to grant reciprocal easements over portions of Lot 1 and Lot 2, for the mutual benefit of the Lots, for (1) parking and (2) ingress and egress. (collectively "Easements"). The Easements will be defined by the designated areas in Exhibit A, which is attached hereto and defined as the "Easement Areas."
- D. Grantor desires to specify the terms of the Easements for the benefit of the Grantor, the successor owners of the Lots and the future tenants thereof. (Grantor and the successor owners of the Lots are collectively referred to herein as "Lot Owners.")

NOW THEREFORE, in consideration of the mutual covenants contained in this Declaration, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor declares as follows:

- 1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference.
- 2. Grant of Easements for Parking. Grantor hereby grants and conveys for the benefit of the Lots and the Lot Owners a perpetual, non-exclusive easement for the purpose of parking vehicles over those areas of each of the Lots upon which parking spaces are located or will be located in the future ("Parking Easements").
- 3. Cross Access Easements. Grantor hereby grants and conveys for the benefit of the Lots and the Lot Owners a perpetual, non-exclusive, mutual cross access easement for purposes of vehicular and pedestrian ingress and egress on, over, upon, and across the areas on Lot 1 and Lot 2 defined in the Easement Areas ("Cross Access Easements").

4. **Maintenance, Repair, Replacement and Improvements.** All maintenance, repair, replacement and improvements of the Parking Easements and Cross Access Easements will be the primary responsibility of and will be paid by each Lot Owner with respect to the easements located on such Lot Owner's Lot. It is understood and agreed, however, that the Owner of Lot 2 will be required upon written request of the Lot Owner of Lot 1 to participate in the pro-rata cost of maintenance, repair, replacement and improvements of the Parking Easements and Cross Access Easements located on Lot 1 in proportion to the square footage of the heated floor space of the building on Lot 2 divided by the total heated floor space of the buildings on both Lot 1 and Lot 2. Each respective Lot Owner will also be responsible for the maintenance, repair, replacement and improvement of lighting fixtures and electric service charges for such fixtures located within the Easements on such Lot Owner's Lot.

5. **Negligent or Intentional Damage.** Notwithstanding anything else to the contrary in this Declaration, in the event the property subject to the Easements granted herein (and/or the improvements upon such property) is damaged in any way by the negligence or intentional act of any Lot Owner or the tenants, agents or invitees of such Lot Owner, as between the Lot Owners, the damaging party shall be solely responsible for the restoration, repair or replacement of the damaged property or improvements. This shall not limit such responsible Lot Owner's claims against persons who caused or negligently permitted such damage.

6. **Covenants to Run.** All provisions of this Declaration, including the benefits and burdens, run with the Lots and are binding upon and inure to the benefit of the Grantor and the successor owners of the Lots.

7. **Amendments.** This Declaration may be amended by the mutual written consent of the Lot Owners to clarify the areas of the Easements and the maintenance and repair obligations of the Lot Owners.

8. **Enforcement.** Any party, its successors or assigns, may enforce this instrument against another, its successors or assigns, by appropriate action. The prevailing party in any action will be entitled to recover its reasonable attorneys' fees and costs.

9. **Notices.** Any notices to the Lot Owners will be delivered to the buildings located on the applicable Lot and any other address a Lot Owner provides to the other Lot Owner in writing.

9. **Governing Law.** This Declaration shall be governed by and enforced in accordance with the laws of the State of New Mexico.

10. **Release or Termination of Easements.** The Easements may be released, modified or terminated by a written document signed by all Lot Owners at the time, and subject to any governmental restrictions that may apply.

IN WITNESS WHEREOF, Grantor has executed this Amendment effective as of the date set forth above.

