

ENCROACHMENT PERMIT AGREEMENT FOR IMPROVEMENTS  
WITHIN 20' MUTUAL ACCESS EASEMENT

WHEREAS, the INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL ("CHURCH") and AHMET & MARTHA TIRYAKI & JASON M & COLLEEN BUCHANNAN & ROB & BANU MCKINLEY (AJR) possesses a 20' mutual access easement within **Lot H-1, La Questa Subdivision**, as the same has been filed for public record in Bernalillo County, New Mexico, on **3/3/2000 in book A9, page 924, as document # 2000021020**; and


WHEREAS, said easement reserves to the owners, their successors and assigns, the right to use said lands for purposes which will not interfere with the rights and easements granted, providing that the owners obtain mutual written approval for such use from; and

WHEREAS, the owners of said lot, AJR, desire to encroach into said easement area and construct thereon certain appurtenances ("IMPROVEMENTS") with the intent that neither the present use shall be significantly altered or changed.

NOW, THEREFORE, in return for the promises and covenants contained herein, CHURCH hereby grants to AJR, their successors and assigns, this Permit to encroach upon the easement and to construct, operate and maintain the IMPROVEMENTS shown on attached **Exhibit "A"**, subject to the following terms and conditions:

1. OWNERS shall obtain CHURCH's written approval for the following:
  - a. All pertinent plans for installation of the IMPROVEMENTS, which must be obtained prior to construction. .
  - b. All changes to subject plans.
  - c. All future repair, modification, removal, or other activities affecting the completed IMPROVEMENTS.
2. CHURCH shall have the authority to cause the installation of any of the IMPROVEMENTS to be stopped or to require the IMPROVEMENTS to be removed from the easement area if the construction does not comply with the approved plans, or if the IMPROVEMENTS are not maintained.
3. All construction, operation, maintenance, repair, relocation and removal of the IMPROVEMENTS shall be accomplished at AJR' sole expense and in such a manner as shown on the plans approved by CHURCH. AJR will be responsible for obtaining any additional permits as may be required.
4. ABM shall maintain the IMPROVEMENTS as shown on the approved plans in good operating order. AJR shall immediately repair any damage, which may occur to the IMPROVEMENTS within the easement. CHURCH does not maintain this improvement, and AJR shall be responsible for protecting their property.

Who is  
"ABM" ?



5. AJR shall indemnify and hold CHURCH harmless from all claims or judgments for damages or injury to property or persons arising from the construction, operation, maintenance, relocation or removal of the IMPROVEMENTS and use of related equipment, and shall defend CHURCH against any such claim. AJR shall reimburse CHURCH for all costs and expenses incurred by CHURCH resulting from the installation, operation, maintenance or removal of the IMPROVEMENTS should such activities be required to prevent damage to CHURCH or others.
6. In the event that any of the IMPROVEMENTS become ineffective or endanger the function of the remaining portion of the easement, CHURCH shall notify AJR, and AJR shall promptly commence to correct such condition . In the event that AJR fail to undertake or complete such repairs, CHURCH may modify or remove the IMPROVEMENTS constructed on easement, provided that CHURCH gives AJR thirty (30) days notice of such modification or removal.
7. Should AJR fail to properly and timely maintain or repair any IMPROVEMENTS after timely notice from CHURCH, CHURCH may terminate this Permit and all rights and privileges herein granted. CHURCH will provide AJR with thirty (30) days notice of such intent to terminate.
8. This Permit shall be in full force from the date of signature from CHURCH and shall run with the land or are binding upon and insure to the benefit of the successors and assigns to the parties hereto and shall be
9. Nothing in this Permit shall be construed to create in any person or entity, other than CHURCH and AJR, any rights whatsoever, including, but not limited to, the rights of a third party beneficiary, nor to authorize any third party to maintain a suit or any other claim.
10. AJR covenant and warrant that they are the owners in fee simple of the property and that they have a good and lawful right to enter into this Agreement.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties hereto.

Witness our hands and seals this 22<sup>nd</sup> day of October, 2013.

TERMS AND CONDITIONS OF PERMIT AGREED TO AND ACKNOWLEDGED.


AHMET & MARTHA TIRYAKI & JASON M & COLLEEN BUCHANNAN & ROB & BANU MCKINLEY:

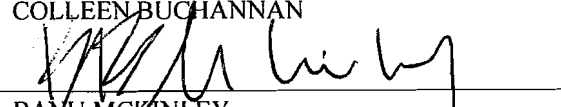
  
\_\_\_\_\_  
AHMET TIRYAKI

  
\_\_\_\_\_  
MARTHA TIRYAKI

  
\_\_\_\_\_  
JASON M. BUCHANNAN

  
\_\_\_\_\_  
COLLEEN BUCHANNAN

  
\_\_\_\_\_  
ROB MCKINLEY

  
\_\_\_\_\_  
BANU MCKINLEY

INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL:

By:   
\_\_\_\_\_

ACKNOWLEDGMENTS

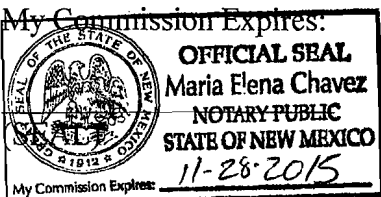
STATE OF NEW MEXICO )

)s.s.

COUNTY OF BERNALILLO )

This instrument was acknowledged before me on October 22<sup>nd</sup>, 2013  
by AHMET & MARTHA TIRYAKI.

My Commission Expires:



*Maria Elena Chavez*  
Notary Public

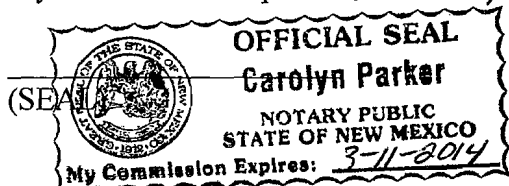
STATE OF NEW MEXICO )

)s.s.

COUNTY OF BERNALILLO )

This instrument was acknowledged before me on October 22, 2013  
by JASON M & COLLEEN BUCHANNAN.

My Commission Expires: 3-11-2014



*Carolyn Parker*  
Notary Public

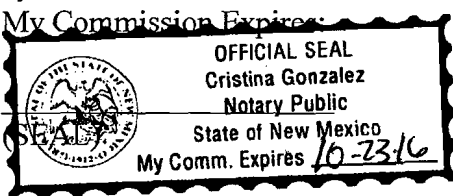
STATE OF NEW MEXICO )

)s.s.

COUNTY OF BERNALILLO )

This instrument was acknowledged before me on October 22<sup>nd</sup>, 2013  
by ROB & BANU MCKINLEY.

My Commission Expires:



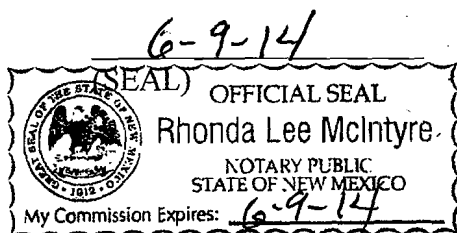
*Cristina Gonzalez*  
Notary Public

STATE OF NEW MEXICO )

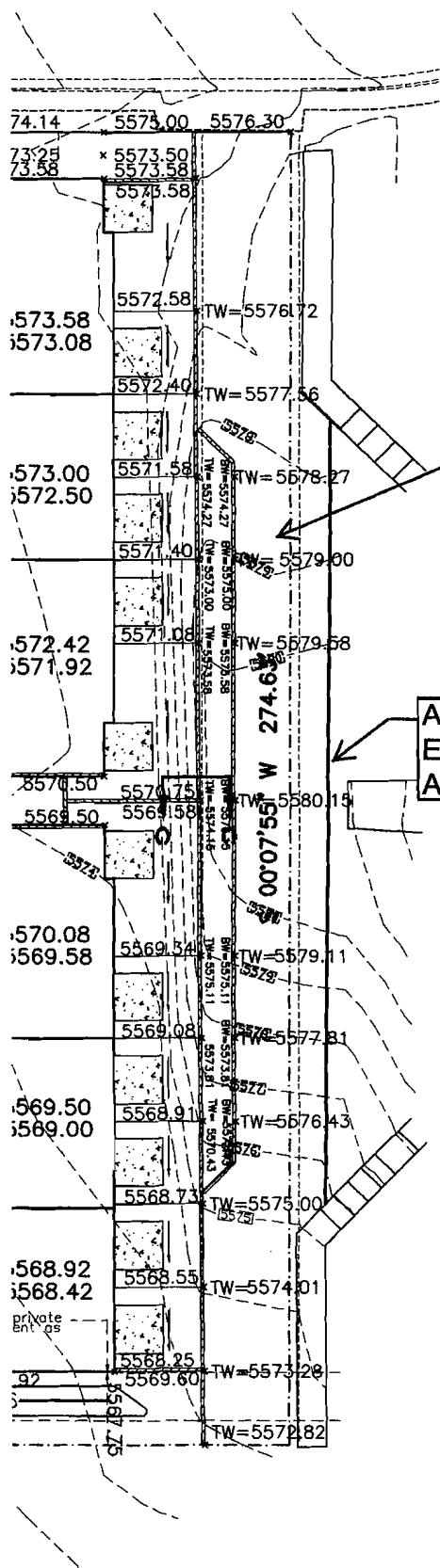
)s.s.

COUNTY OF BERNALILLO )

This instrument was acknowledged before me on October 22, 2013  
by Jon Wheeler of INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL  
My Commission Expires:



*Rhonda Lee McIntyre*  
Notary Public



Grading Plan calls for invert to divert runoff from flowing over top of wall.

What is the offset distance from the wall to Easement?

MINIMUM ASPHALT WIDTH OF 16' MUST BE MAINTAINED

APPROXIMATE EDGE OF EXISTING ASPHALT

