

CROSS ACCESS AGREEMENT

This Cross-Access Agreement ("Agreement") is made and entered on this 5th day of October, 2022, by Frank Sanchez as both Grantor and Grantee on behalf of himself, his heirs, successors and assigns.

RECITALS

WHEREAS, Frank Sanchez, is the owner of three adjacent parcels of real property and more particularly described as:

Parcel No. 1:

A certain parcel of land situate within the City Limits of the City of Albuquerque, New Mexico, and being identified as the major portions of Lots numbered Eight (8), Nine (9), and Ten (10) in Block lettered "A" of the TORREON ADDITION, as the same is shown and designated on Anderson and Thaxton's Replat of a portion of said Torreon Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on March 24, 1943, and being more particularly described by metes and bounds survey as follows:

BEGINNING at the Northwest corner of the parcel herein described, and said Northwest corner being the Northwest corner of aforementioned Lot numbered Eight (8) in Block lettered "A" of Torreon Addition (New Mexico State Highway Department "T" Rail in place) and a point on the Southerly line of a Sixteen (16) foot alley; THENCE, S. 67 deg. 45'00" E., 150.00 feet distance along said Southerly line of a sixteen (16) foot alley to the Northeast corner of the parcel herein described, said Northeast corner being the Northeast corner of aforementioned Lot numbered Ten (10) in Block lettered "A" of Torreon Addition; THENCE S. 22 deg. 15'00" W., 90.00 feet distance along the Easterly boundary of said Lot numbered Ten (10) in Block lettered "A" to the Southeast corner of the parcel herein described, said Southeast corner being a point on the Northerly Right-of-Way line of Miles Road, S.E., as shown on New Mexico State Highway Department Right-of-Way Map (Sheet 3 of 7) for New Mexico State Highway Department Project No. F-003-3 (5); THENCE, N. 84 deg. 28'00" W., 76.20 feet distance along said Northerly Right-of-Way line of Miles Road,

S.E. (New Mexico State Highway Department Project No. F-003-3 (5) to a point of Curvature; THENCE, Northwesterly, 77.11 feet distance continuing along said Northerly Right-of-Way line of Miles Road S.E. (New Mexico State Highway Department Project No. F-003 (5) along the arc of a curve bearing to the Right (said arc having a radius of 5675.00 feet and a Chord which bears N. 70 deg. 30'00" W., 77.11 feet distance) to a point on Curve being the Southwest corner of the parcel herein described; THENCE, N. 22 deg. 15'00" E., 115.61 feet distance to the Northwest corner of the parcel herein described and place of BEGINNING.

Parcel No. 2:

A certain tract of parcel of land, lying and being situate in Lots 11 and 12 of Block A of the Anderson & Thaxton's Replat of a portion of the Toreon Addition, in the City of Albuquerque, County of Bernalillo, State of New Mexico, being more particularly bounded and described as follows, to wit:

Beginning at a point for the northwesterly corner of Lot 11 of Block A; thence southeasterly along the northeasterly line of Lots 11 and 12 a distance of 100 feet to the northeasterly corner of Lot 12; thence southwesterly along the easterly line of said Lot 12 a distance of 60 feet to a point on the

westerly right of way line of NMP 1-025-4 (1) 218, County of Bernalillo, State of New Mexico; thence N. 84° 07' 30" W. along said westerly right of way line, a distance of 104.38 feet to a point on the westerly line of Lot 11; thence northeasterly along the westerly line of said Lot 11 a distance of 90.03 feet to the point and place of beginning.

Parcel No. 3:

A certain tract of parcel of land, lying and being situate in Lots 13 and 14 of Block A of the Anderson & Thaxton's Replat of a portion of the Torean Addition, in the City of Albuquerque, County of Bernalillo, State of New Mexico, being more particularly bounded and described as follows, to wit:

Beginning at a point for the northwest corner of Lot 13 of Block A; thence southeasterly along the northeasterly line of Lots 13 and 14 a distance of 100.0 feet to the northeasterly corner of Lot 14, a point on the westerly right of way line of NMP 1-025-4(1) 218, County of Bernalillo, State of New Mexico; thence southerly along the easterly line of said Lot 14 and the westerly right of way line of NMP 1-025-4(1) 218 a Distance of 60.0 feet; thence N. 67° 25' 30" W., along said westerly right of way line a distance of 100.00 feet to a point on the westerly line of Lot 13; thence northeasterly along the westerly line of said Lot 13 a distance of 60.0 feet to the point and place of beginning.

WHEREAS, Frank Sanchez desires to grant exclusive, permanent and private access in, over, and upon a portion of Parcel No. 1 ("the Servient Tenement") to Parcel No. 2 and Parcel No. 3 ("the Dominant Estates") for the shared use of parking access across the Servient Tenement, which access is to benefit the Dominant Estates.

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and other good and valuable consideration set forth herein, Frank Sanchez agrees as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated by reference as though set forth in detail.

2. **Grant of Easement.**

a. Frank Sanchez hereby dedicates, grants, and establishes for the benefit of the Dominant Estates ("Parcel No. 2" and Parcel No. 3"), as described above, its employees, agents, tenants, lessees, subtenants, heirs, successors, and assigns, an exclusive perpetual easement for the shared use of parking access across the Servient Tenement ("Parcel No. 1").

b. No employees, agents, tenants, lessees, subtenants, heirs, successors, and assigns of the Servient Tenement shall, without express written consent of Frank Sanchez take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstructing or preventing the employees, agents, tenants, lessees, subtenants, heirs, successors, and assigns of the Dominant Estates from full and complete use and enjoyment of the easement herein granted. Without limiting the generality of the foregoing, free and full access to, from, and across the Easement Property shall not be blocked, obstructed, or impeded.

c. The easement, covenants, and restrictions herein provided shall be appurtenant to and run with the Easement Properties in perpetuity and shall not expire or terminate by any unilateral action of the owner of the fee simple interest of the Easement Properties.

d. This Easement and rights created hereby, including, but not limited to, the easements granted hereunder shall be paramount and superior to all leases, conveyances, transfers,

assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Easement Property. Any person acquiring possession of, title to, or interest in the Easement Property or any part thereof shall do so subject to this Easement. Any transfer of any interest in any portion of the Easement Property shall be deemed, by acceptance of such interest, to have agreed to be bound by all the provisions of this Easement.

3. **Governing Law and Forum.** This Agreement shall be construed and administered in accordance with the laws of the State of New Mexico.

4. **Further Actions.** Frank Sanchez agrees to execute any further documents and to take any necessary actions to complete this Cross-Access Agreement.

5. **Severability.** In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired and shall continue in full force and effect.

6. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter. All other promises, understandings, or agreements are merged into this Agreement.

IN WITNESS WHEREOF, this Agreement is officially signed and executed by Frank Sanchez this 5 day of October, 2022.


Frank Sanchez

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

Subscribed and Sworn to before me on this 5 day of October, 2022.



My commission expires 6/21/26 Notary Public

STATE OF NEW MEXICO
NOTARY PUBLIC
ROBERTO ARELLANO
Commission number 1138204
My Commission Expires June 21 2026