

STEWART T. TLE

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**DECLARATION AND AGREEMENT  
RELATING TO RECIPROCAL EASEMENTS**

VALENCIA COUNTY  
SALLY PEREA, CLERK  
200722268  
Book 361 Pg 22268  
1 of 6  
12/11/2007 03:55:34  
BY LKOWERO

This Declaration and Agreement Relating to Reciprocal Easements ("Declaration and Agreement") is entered into effective this 26<sup>th</sup> day of November, 2007, by and between Los Lunas Riverfront LLC, a New Mexico limited liability company ("Los Lunas Riverfront") and Act Now II, LLC, a New Mexico limited liability company ("Act Now").

WITNESSETH:

WHEREAS, Los Lunas Riverfront is the owner of Lot B-2-A ("Lot B-2-A") and Lot B-2-B ("Lot B-2-B") as shown on the Plat of Tracts B-2-A and B-2-B, Lands of Marvin Causey which was filed for record in the Valencia County Clerk's Office on October 1, 2007 in Book L, Page 851 as Document No. 200718360;

WHEREAS, Los Lunas Riverfront is the owner of Tract B-1 ("Tract B-1") as the same is shown on the Summary Replat and Land Division of Tract "B", Lands of Marvin Causey which was filed for record in the Office of the Valencia County Clerk on December 5, 1995 in Book I, Page 823;

WHEREAS, Act Now is under contract to purchase Lot B-2-B; and

WHEREAS, as a condition of closing of the sale of Lot B-2-B, Los Lunas Riverfront and Act Now have agreed that certain reciprocal easements, covenants and restrictions shall be placed upon all of the above referenced property which shall benefit and/or burden all of said property as a part of the closing of the sale of Lot B-2-B to Act Now.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Easement for Ingress and Egress. Los Lunas Riverfront hereby grants, conveys and establishes a perpetual non-exclusive easement of not less than twenty-five feet (25') in

width for ingress and egress of vehicular traffic and across the easterly portion Tract B-1 as is generally depicted on Exhibit "A" attached hereto and made a part hereof. It is understood and agreed that neither party shall take any action which impedes or is reasonably likely to impede vehicles or pedestrians from flowing freely from New Mexico State Road 6 across the easterly portion of Tract B-1 so that access shall be freely available to Lots B-2-A and B-2-B.

2. Reciprocal Easement for Access. Los Lunas Riverfront and Act Now hereby grant, convey and establish a reciprocal easement approximately twenty (20) feet wide, ten (10) feet of which shall be located on the northerly portion of Lot B-2-B and ten (10) feet of which shall be located on the southerly portion of Lot B-2-A. It is understood and agreed that neither Los Lunas Riverfront nor Act Now shall take any action which impedes or is reasonably likely to impede vehicles from flowing on such driveway or from flowing freely from Lot B-2-B to Lot B-2-A or freely from Lot B-2-A to Lot B-2-B in accordance with the vehicular traffic and parking scheme generally depicted on Exhibit "A".
3. Reciprocal Easement for Parking. Los Lunas Riverfront and Act Now hereby grant, convey and establish perpetual non-exclusive easements for the purpose of parking vehicles (the "Parking Easements"), which Parking Easements shall include those areas of Lot B-2-A and Lot B-2-B upon which parking improvements are made generally in accordance with the plan shown on Exhibit "A" and shall include areas upon which parking improvements will be made in the future on Tract B-1 in accordance with a Site Plan which shall be approved by the Village of Los Lunas, New Mexico.
4. Burdens and Benefits Run With the Land. All provisions of this Declaration and Agreement which create a burden and/or a benefit shall run with the land and shall be

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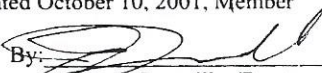
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binding upon and inure to the benefit of the assigns, successors-in-interest and/or subsequent owners of all of the real property described herein.


5. Attorneys Fees. Either party may enforce this instrument by legal action and should it prevail in such action, it shall be entitled to recover its reasonable costs and reasonable attorneys fees.
6. Easements Not Modified. Neither the location, configuration and/or scope of the easements described in this Declaration and Agreement shall be materially modified or amended from what is generally depicted on the attached Exhibit without the prior written consent of both parties, which consent shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, Los Lunas Riverfront and Act Now have executed this Declaration and Agreement effective the 30 day of November, 2007.

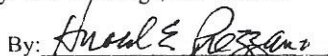
Los Lunas Riverfront, LLC  
By: James A. Jaramillo Revocable Trust u/t/a  
dated October 10, 2001, Member

By:   
James A. Jaramillo, Trustee

Act Now II, LLC, a New Mexico limited  
liability company

By:   
Joe E. Gilmore, Manager

By: H+P Holdings, Inc. Member

By:   
Harold E. Prezanno, President

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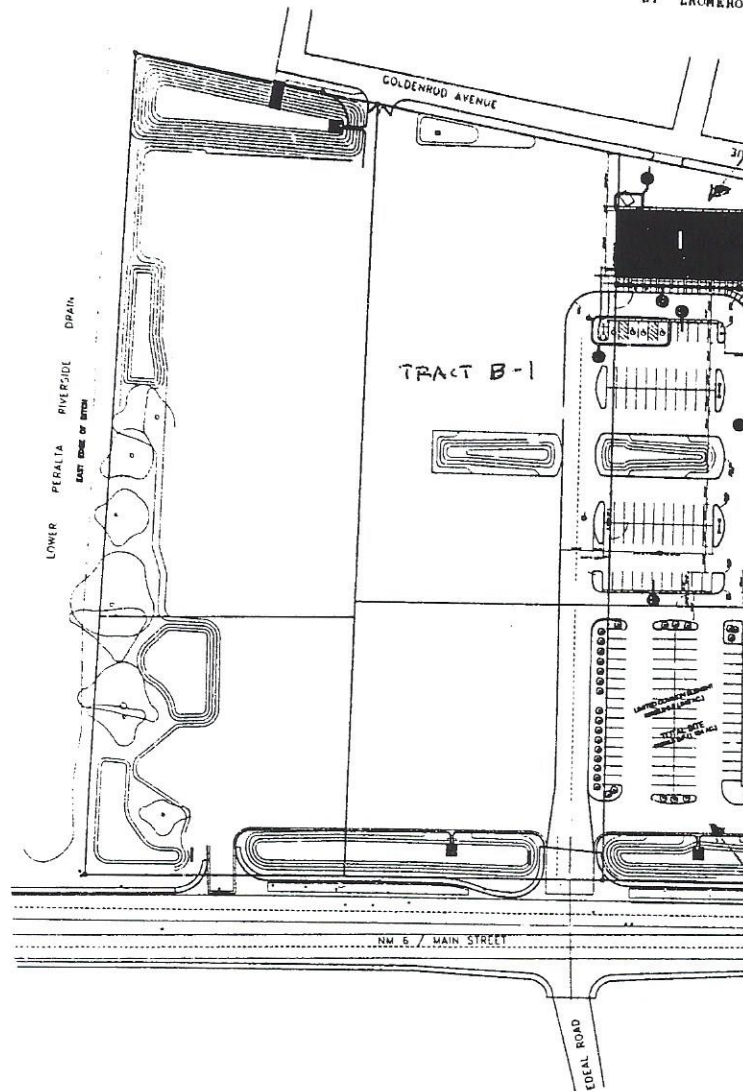


EXHIBIT A