

## **Reciprocal License Agreement for Residential Encroachment**

La Vereda Compound Condominium (707 E. Palace Ave.) and La Reina Compound Condominium (729 E. Palace Ave.),  
Santa Fe, New Mexico

**This Reciprocal License Agreement for Residential Encroachment** ("License Agreement") is made by and between **La Vereda Compound Condominium Unit Owners Association, Inc.**, a New Mexico nonprofit corporation ("La Vereda") and **La Reina Compound Association, Inc.**, a New Mexico nonprofit corporation ("La Reina"), and shall be effective as of the date of its recordation ("Effective Date").

### **Recitals**

A. La Vereda Compound Condominium Unit Owners Association, Inc. is the nonprofit corporation organized for the purpose of managing the affairs of the La Vereda Compound Condominium, created by recordation of that certain "La Vereda Compound Declaration of Condominium", as amended, on December 8, 1982, in Book 452, pages 808-830, in the office of the County Clerk, Santa Fe, New Mexico ("La Vereda Declaration"). The Condominium is more particularly described on the Condominium Plat of La Vereda Compound, Phases I & II, City of Santa Fe, prepared by G. Dawson & Associates as File No. 1011 in April 1982, as amended, and on the Condominium Survey Plat of La Vereda Compound, Phases III, IV, IVA, IVB, IVC, V, LLLA, VI & VIB, City of Santa Fe, NM, recorded August 20, 1993, in Book 252, page 48, in the office of the County Clerk, Santa Fe, New Mexico, as amended (collectively: "La Vereda Surveys");

B. La Reina Compound Association, Inc. is the nonprofit corporation organized for the purpose of managing the affairs of the La Reina Compound Condominium which was created by recordation of that certain "Condominium Declaration for La Reina Compound, a Condominium", on the 27<sup>th</sup> day of May, 2008, as Instrument No. 1526834, in the records of the County Clerk of Santa Fe County, New Mexico ("La Reina Declaration"). The Condominium is more particularly described on the condominium survey recorded as Document No. 1526833, in Plat Book 682, pages 041-042, records of the County Clerk of Santa Fe County, New Mexico ("La Reina Survey");

C. La Vereda Compound Condominium and La Reina Compound Condominium share a common boundary line;

D. A portion of the Coyote Fence located along the northeast boundary of the La Reina Compound Condominium ("Coyote Fence") encroaches upon the La Vereda Compound Condominium property, and a portion of the storage shed located along the southwest boundary of the La Vereda Compound Condominium ("Shed") encroaches upon the La Reina Compound Condominium property, each as shown on the La Reina Survey (attached hereto and incorporated herein as Exhibit "A");

E. La Vereda desires to grant to La Reina a license for the encroaching Coyote Fence and La Reina desires to grant to La Vereda a license for the encroaching Shed, so that each may remain in its current location upon the terms and conditions set forth herein.

### **Agreement**

**Now, therefore,** in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, La Reina and La Vereda agree that:

- 1. Reciprocal Grant of Licenses.** La Vereda, its representatives, successors and assigns, hereby grants La Reina, its representatives, successors and assigns, a license for the encroaching Coyote Fence, as shown on the Exhibit "A", to the extent it encroaches upon the La Vereda Compound Condominium property. La Reina, its representatives, successors and assigns, hereby grants La Vereda, its representatives, successors and assigns, a license for the encroaching Shed, as shown on the Exhibit "A", to the extent that it encroaches upon the La Reina Compound Condominium property.
- 2. Termination of License.** The license created in paragraph 1 benefitting La Reina shall terminate upon the destruction or removal of the Coyote Fence to the extent that such destruction or removal of the Coyote Fence eliminates the encroachment. In the event that the Coyote Fence is rebuilt, it shall be located entirely within the boundaries of the La Reina Compound Condominium. The license created in Paragraph 1 benefitting La Vereda shall terminate upon the destruction or removal of the Shed to the extent that such destruction or removal of the Shed eliminates the encroachment. In the event that the Shed is rebuilt or replaced, it shall be located entirely within the boundaries of the La Vereda Compound Condominium.
- 3. Reciprocal License for Maintenance.** Maintenance of the Coyote Fence shall be the sole responsibility of La Reina. To the extent it may be reasonably necessary, La Vereda grants unto La Reina, its representatives, successors and assigns, a license to enter the La Vereda Compound Condominium property for the limited purpose of maintaining and repairing the portion of the Coyote Fence that encroaches upon the La Vereda Compound Condominium Property. Maintenance of the Shed shall be the sole responsibility of La Vereda. To the extent it may be reasonably necessary, La Reina grants unto La Vereda, its representatives, successors and assigns, a license to enter the La Reina Compound Condominium property for the limited purpose of maintaining and repairing the portion of the Shed that encroaches upon the La Reina Compound Condominium Property.

**4. No Other Improvements.** Neither La Vereda nor La Reina, their respective representatives, successors and assigns shall construct or place any new improvements that encroach upon any portion of the other Condominium's property.

**5. No Easements.** Notwithstanding any provision to the contrary contained in this License Agreement or Exhibit "A", this License Agreement shall not be construed or interpreted to create any easement that would burden the La Reina Compound Condominium property or benefit the La Vereda Compound Condominium property, or which would burden the La Vereda Compound Condominium property or benefit for the La Reina Compound Condominium property.

**6. Indemnification.** La Vereda and La Reina, their respective representatives, successors and assigns, hereby agree to indemnify the other against all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the other's property pursuant to this License Agreement. Neither party, however, will be indemnified from their own negligence.

**7. Binding Effect.** This License Agreement shall inure to the benefit of and bind the parties hereto and their respective representatives, successors and assigns.

**8. Construction.** This License Agreement shall not be construed as being drafted by either party, but shall be construed as if drafted by both parties.

**9. Governing Law.** This License Agreement shall be construed, governed, enforced and interpreted in accordance with the laws of the State of New Mexico. Any legal action arising out of or under this Agreement shall be instituted and litigated in the courts of the State of New Mexico located in Santa Fe County and in no other, and the parties hereby agree to submit to the jurisdiction of said courts.

**10. Modifications.** This License Agreement may not be modified or amended unless by a writing signed by both parties or their respective representatives, successors or assigns.

**11. Counterparts.** This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

**12. Mediation.** Any party hereto may request mediation of any dispute arising out of any of the terms, provisions, or conditions of this License Agreement. The mediation shall be non-binding and shall be held in Santa Fe, New Mexico before a mediator selected jointly by the parties. The mediation shall be commenced by any party making a written demand for mediation and serving the demand on the opposing party. Within fifteen (15) days after such demand is made, the parties shall mutually select a mediator. If the parties are unable to agree on a mediator, then either party, on behalf of both, may apply to the Presiding Judge of the First Judicial District for the appointment of such a mediator, and neither party shall raise any question as to the Judge's full power and jurisdiction to entertain the application and make the appointment.

The parties to the mediation shall equally share the costs of the mediation, however, no party shall be required to pay more than \$2,000.00 in connection with any single mediation under this agreement unless such party agrees to do so in writing. Participation in the mediation shall not adversely affect any right or legal remedy the parties hereto may otherwise have.

**13. Attorney's Fees.** In any litigation, arbitration, or other proceeding apart from mediation by which one party either seeks to enforce its rights under this License Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

**14. Representations of the Parties.** All parties to this License Agreement represent and warrant that each person executing this License Agreement has read and understood its provisions, has actual authority to execute this License Agreement on behalf of the pertinent Association, and that each party has executed this License Agreement after conferring with legal counsel.

**La Vereda Compound Condominium Unit Owners Association, Inc.:**

By:   
Michele Martinez, Its President

Date: 11/3/11

**La Reina Compound Association, Inc.:**

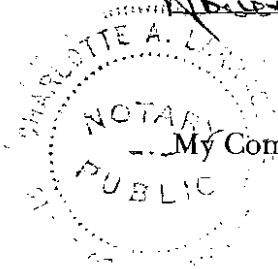
By:   
Alex Rochelle, Its President

Date: 10/28/11

**Acknowledgments**

State of New Mexico       )  
  ) ss.  
County of Santa Fe        )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2011, by Michele Martinez, on behalf of said association.



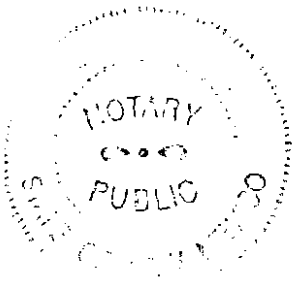
My Commission Expires April 21, 2012

Charlotte A. L...  
Notary Public

State of New Mexico       )  
  ) ss.  
County of Santa Fe        )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 2011, by Alex Rochelle, on behalf of said association.

My Commission Expires: 12/5/11



Julie S...  
Notary Public

