

EASEMENT

THIS EASEMENT ("Agreement") by and between the CITY OF ALBUQUERQUE, a New Mexico municipal corporation ("City") and The Regents of the University of New Mexico, a body corporate of the State of New Mexico ("UNM")

RECITALS:

- A. City is the owner of that certain real property legally described as Tract A, West Route 66 Addition and shown on Exhibit "A" attached hereto (the "City Parcel").
- B. City is the owner of that certain real property legally described as Tract A-1 Nuevo Atrisco, as shown on Exhibit "D", attached hereto (the "Access Parcel").
- C. UNM is the owner of that certain real property legally described as Lot 1A West Route 66 Addition II, and shown on Exhibit "B" attached hereto ("UNM Parcel").
- D. The City desires to grant UNM an easement for parking spaces, and access to such parking spaces, on and across the City Parcel.
- E. The City desires to grant UNM an access easement to the parking easement upon and across the Access Parcel.
- F. It is the intention of the City and UNM that the easement for parking spaces granted by this Agreement will replace and relocate the easement for parking spaces granted by that certain Parking Easement executed by the City in favor of UNM and recorded on October 16, 2009, Document No. 2009115620 in the records of the County Clerk of Bernalillo County, New Mexico.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easements by City. City hereby grants and conveys to UNM for the use and benefit of the UNM Parcel and the contractors, patients, clients, vendors, staff, guest, licensees and invitees and the tenants and occupants of the UNM Parcel (collectively "UNM Parcel Permittees"), an exclusive perpetual parking easement for the eleven (11) parking spaces ("UNM Parking Spaces") on the portion of the City Parcel

Doc# 2019030712

04/17/2019 11:20 AM Page: 1 of 11
EASE R:\$25.00 Linda Stover, Bernalillo County



Easement (Parking & Access)
UNM and Transit, Central & Unser

described and depicted on Exhibit "C", together with a non-exclusive perpetual easement and right-of-way for ingress and egress for pedestrians and vehicular traffic over and across such portion of the City Parcel and the Access Parcel as is necessary to obtain full use and benefit of the UNM Parking Spaces ("Easement Parcel"). In the event the UNM Parking Spaces are not available for use by UNM Parcel Permittees, The UNM Parcel Permittees may park in any other parking spaces located on the City Parcel.

2. Maintenance. City, at its sole cost, shall maintain the Easement Parcel and the UNM Parking Spaces, including maintenance of sufficient paved areas on the City Parcel so that UNM has the full use and benefit of the UNM Parking Spaces.

3. Liability Insurance. City agrees that UNM shall be covered, to the same extent as City, for liability pursuant to the State of New Mexico Risk Management, such that UNM shall effectively be an "additional insured" regarding the Easement Parcel, including, but not limited to, all drive lanes, private roads, entranceways, driveways, sidewalks and pedestrian walkways. All successors in interest and assigns to UNM under this Agreement will be required to provide liability insurance, including coverage of City regarding the Easement Parcel and the Access Parcel, that is reasonably acceptable to the City.

4. No Barriers. None of the parties hereto will construct or maintain, or permit to be constructed or maintained, any barrier, curb, fence or other temporary or permanent structure on the City Parcel that would adversely impact use of the UNM Parking Spaces by the UNM Parcel Permittees. Notwithstanding the forgoing, the City may respond to any emergency situation as the City deems necessary, which may result in a temporary period of time (not to exceed twelve (12) hours) when access and/or parking by UNM pursuant to this Agreement is prevented.

5. No Public Dedication. The provisions of this Agreement shall not constitute nor be construed as a dedication for public use, and the rights and easements granted herein are private and solely for the benefit of the UNM Parcel Permittees.

6. Exhibits. The Exhibits attached to this Agreement are incorporated herein by this reference.

7. Captions. Captions and paragraph headings used in this Agreement are for convenience of reference only, shall not be deemed to define, limit or alter any provision of this Agreement, and shall not be deemed relevant in construing this Agreement.

8. Access Easements. It is not the intention of the City or UNM that this Agreement terminate, modify, limit, or relocate the existing fifty foot private access easements created by either that certain Plat of UNM Hospitals Clinic recorded in the Real Property Records of the County Clerk of Bernalillo County, New Mexico on January 22, 2009 as Document No. 2009006044 or that certain Permanent Easement created by the Plat recorded in the Real Property Records of the County Clerk of Bernalillo County New Mexico on May 15, 2009 as Document No. 2009054146, and such access easements created by those Documents are hereby ratified and confirmed.

9. Binding Effect. This Agreement and the agreements (including the easements benefiting the UNM Parcel) contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors (including successors-in-title to all or any portion of the UNM Parcel) and assigns, shall be appurtenant to the UNM Parcel, and shall run with the land.

10. Changes. This Agreement may only be amended by an instrument executed by all of the parties hereto or their successors and recorded in the official records of Bernalillo County, New Mexico.

11. Default. In the event a party breaches or defaults regarding any obligation pursuant to this Agreement, after ten (10) days written notice from such party to the breaching or defaulting party and the breaching or defaulting party's failure to cure, the non-defaulting party shall be entitled to all rights and remedies available at law, in equity, pursuant to this Agreement or otherwise.

12. Severability. In the event any term or condition in this Agreement is adjudicated invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall, nonetheless, continue in full force and effect.

13. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and may be either hand-delivered, sent by recognized overnight courier (for next day delivery) or mailed, postage prepared, certified mail, return receipt requested, addressed to the parties as follows:

CITY:

City of Albuquerque
Mayor's Office
P.O. Box 1293
Albuquerque, NM 87103

UNM:

c/o Real Estate Office
Attn: Thomas M. Neale, Director
University of New Mexico
2811 Campus Blvd. NE
Albuquerque, NM 87131-3181

If any notice is hand-delivered, it shall be deemed given upon delivery. If any notice is sent by recognized overnight courier, it shall be deemed given upon delivery by the courier. If any notice is mailed, it shall be deemed given three business days after deposit in the United States mail. A party may change its address for notices by sending a notice to the other party pursuant to the terms of this paragraph.

14. Authority. Each party signing this Agreement represents and warrants to the other party that it has full legal power, authority and right to execute, deliver and perform the obligations under this Agreement. Each party represents and warrants to the other party that the transactions contemplated hereby and all persons signing have been duly authorized by all requisite actions and that no remaining action or third-party consent is required to make this Agreement binding.

15. Governing Law. This Agreement shall be governed by the law of the State of New Mexico. This Agreement shall be construed equally against the parties hereto and no party shall be considered the party responsible for the drafting of this Agreement.

16. Waiver. No waiver or failure by any party to enforce any breach or deviation from any provision of this Agreement shall be considered to be a waiver of any subsequent breach, regardless of the time, nature or form of the subsequent breach. All waivers must be in writing to be effective.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date set forth below.

CITY:

CITY OF ALBUQUERQUE, a New Mexico municipal corporation

By: _____

for Bernie Toon, Director, Transit Department

By: *David S. Campbell*

David S. Campbell, Director, Planning Department

ACKNOWLEDGMENTS

COUNTY OF BERNALILLO)

) ss

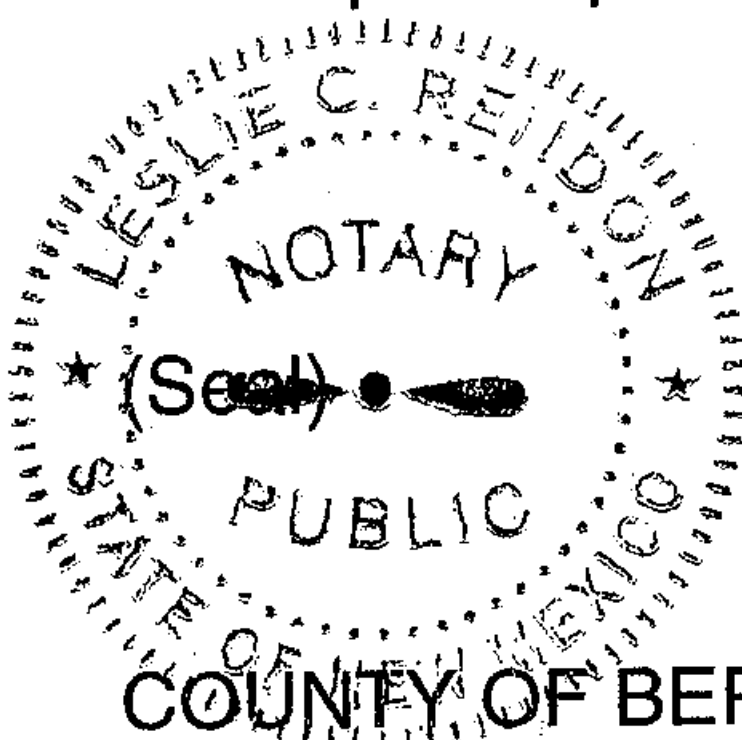
STATE OF NEW MEXICO)

This instrument was acknowledged before me on April 16, 2019, 2019, by ~~Bernie Toon~~ ^{Annette S. Paez, Deputy-}, Director, Transit Department, City of Albuquerque, a New Mexico municipal corporation on behalf of said corporation.

Leslie C. Rendon

Notary Public

My Commission Expires: 03.17.20



ACKNOWLEDGMENTS

COUNTY OF BERNALILLO)

) ss

STATE OF NEW MEXICO)

This instrument was acknowledged before me on April 16, 2019, 2019, by David S. Campbell, Director, Planning Department, City of Albuquerque, a New Mexico municipal corporation on behalf of said corporation.

Lucinda Montoya

Notary Public

My Commission Expires: 6/28/2021

(Seal)



OFFICIAL SEAL
LUCINDA MONTOYA
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 6/28/2021

UNM:

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a body corporate of the State of New Mexico

By: [Signature]

Print Name: Craig White

Its: SVP for Finance & Administration

REVIEWED AND APPROVED BY:

By: [Signature]

THOMAS M. NEALE, University of New Mexico
Director of Real Estate

APPROVED AS TO FORM FOR UNM:

HURLEY, TOEVS, STYLES, HAMBLIN & PANTER, P.A.

By: [Signature]

MARK STYLES

COUNTY OF BERNALILLO)

) ss

STATE OF NEW MEXICO)

This instrument was acknowledged before me on April 16, 2019,
by Craig White, SVP F&A on
behalf of the Regents of the University of New Mexico, a body corporate of the State of
New Mexico.

[Signature]

Notary Public

My Commission Expires: 1/29/2020

(Seal)

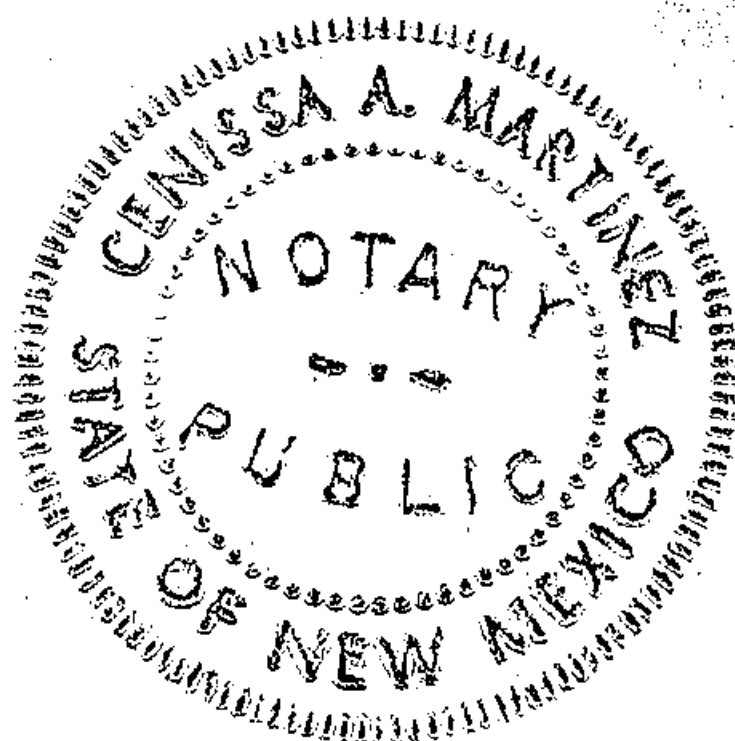


EXHIBIT A

CITY PARCEL

A certain tract of land designated as Tract A of West Route 66 Addition, situate within Projected Section 22, T. 10 N., R. 2 E., N.M.P.M., Town of Atrisco Grant, City of Albuquerque, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on the 12th day of August, 2013, in Book 2013C, Page 0091M as Document No. 2013089889.

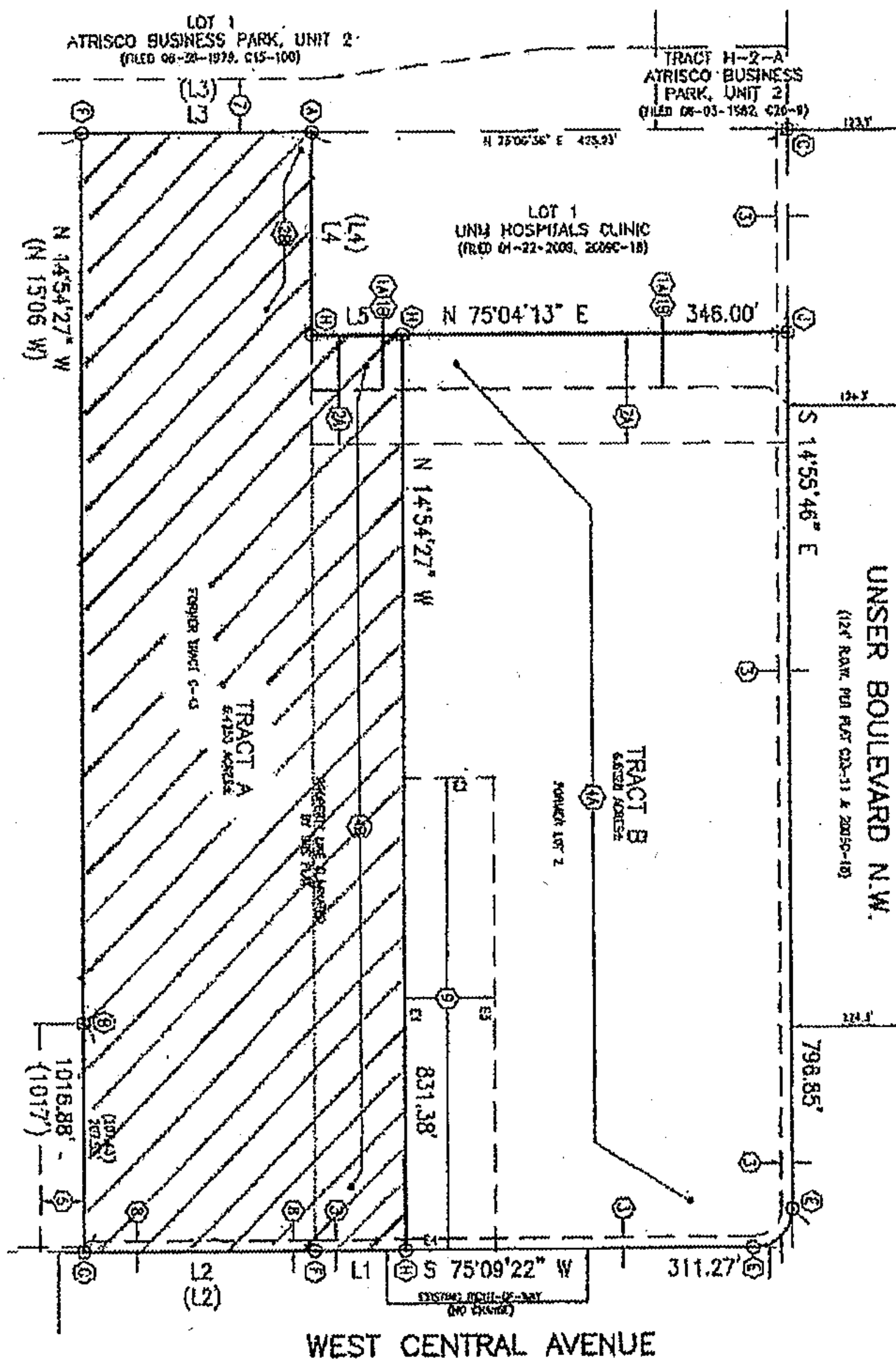


EXHIBIT B

Lot number One (1) of UNM Hospital Clinic, situate within Projected Section 22, T. 10 N., R. 2 E., N.M.P.M., Town of Atrisco Grant, City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on January 22, 2009, in Book 2009C, Page 18, as Document No. 2009006044.

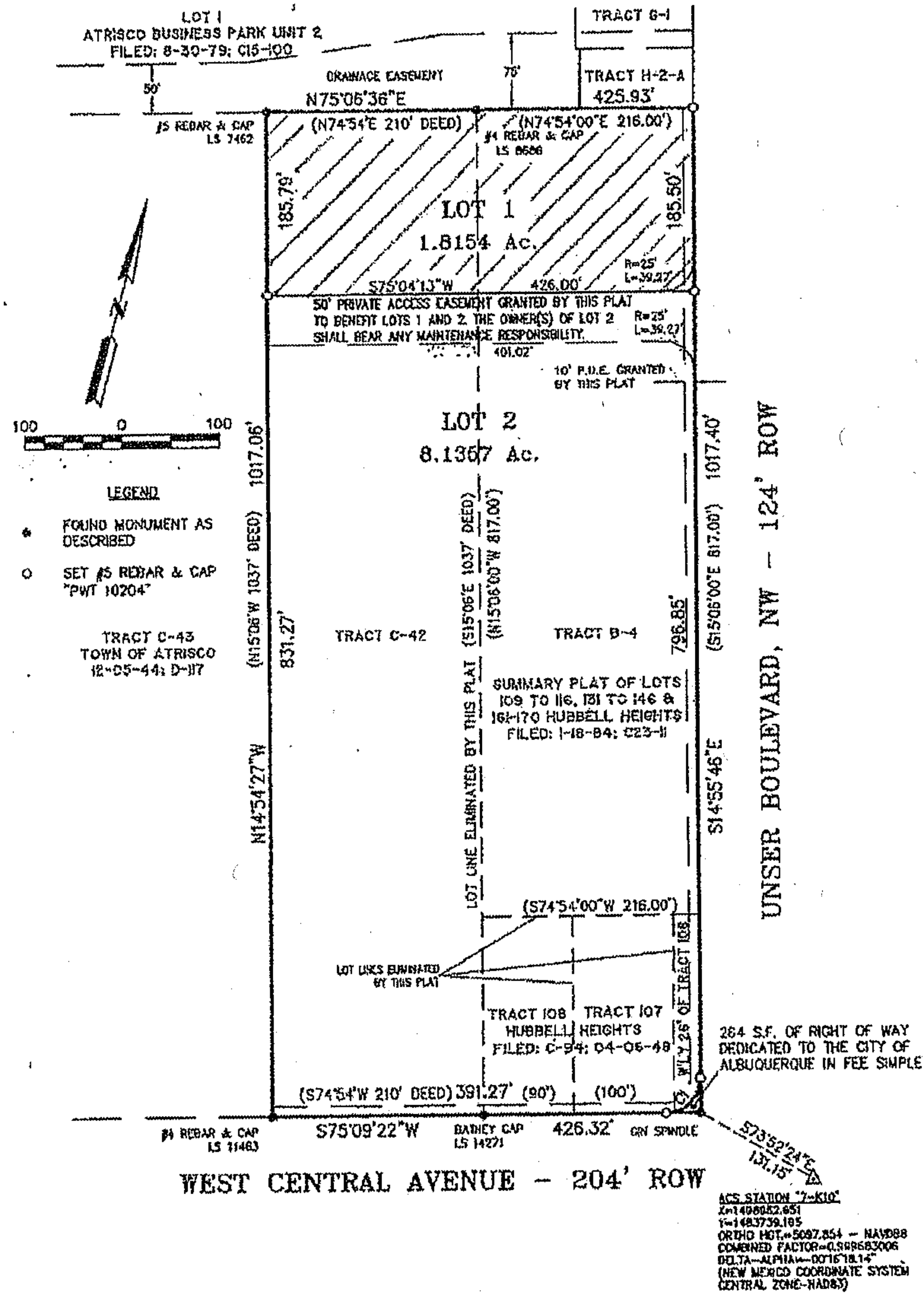


EXHIBIT C

**LEGAL DESCRIPTION - UNM PARKING SPACES
EASEMENT (page 1 of 2)**

That certain parcel of land situate within the Town of Atrisco Grant in Projected Section 22, Township 10 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico comprising a Northeasterly portion of Tract A, West Route 66 Addition as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on August 12, 2013 in Plat Book 2013C, Page 191, more particularly described by survey performed by Russ P. Hugg New Mexico Professional Surveyor Number 9750 using New Mexico State Plane Coordinate System, Central Zone (NAD 83) grid bearings and ground distances as follows:

BEGINNING at the Northwest corner of the easement herein described, a point within the interior of said Tract A whence the Northeast corner of said Tract A (a 1/2" Rebar and cap stamped L.S. 11184" found in place) bears N 28°27'56" E, 41.55 feet distant; Thence,

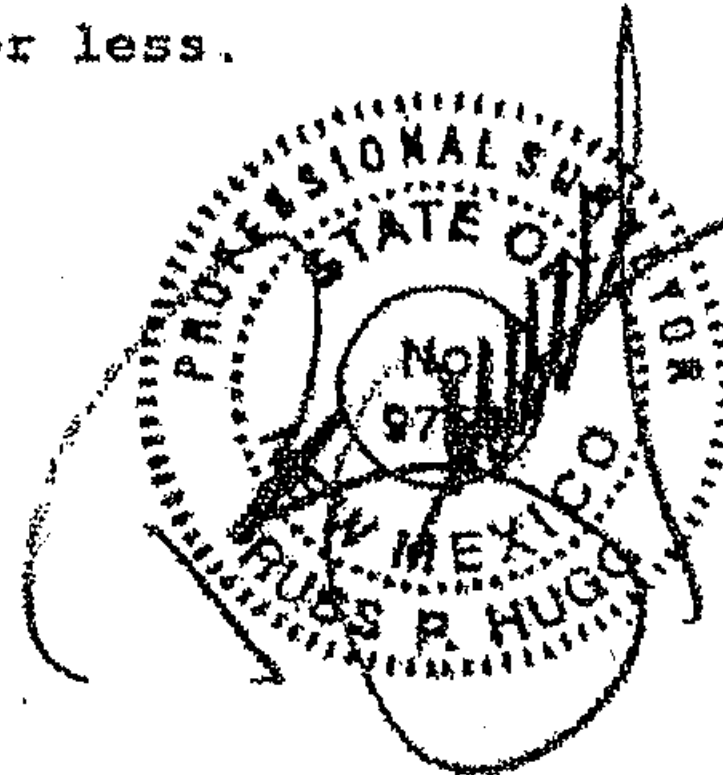
N 75°05'39" E, 18.40 feet to the Northeast corner of the easement herein described; Thence,

S 14°54'21" E, 93.37 feet to the Southeast corner of the easement herein described; Thence,

S 75°05'39" W, 18.40 feet to the Southwest corner of the easement herein described; Thence,

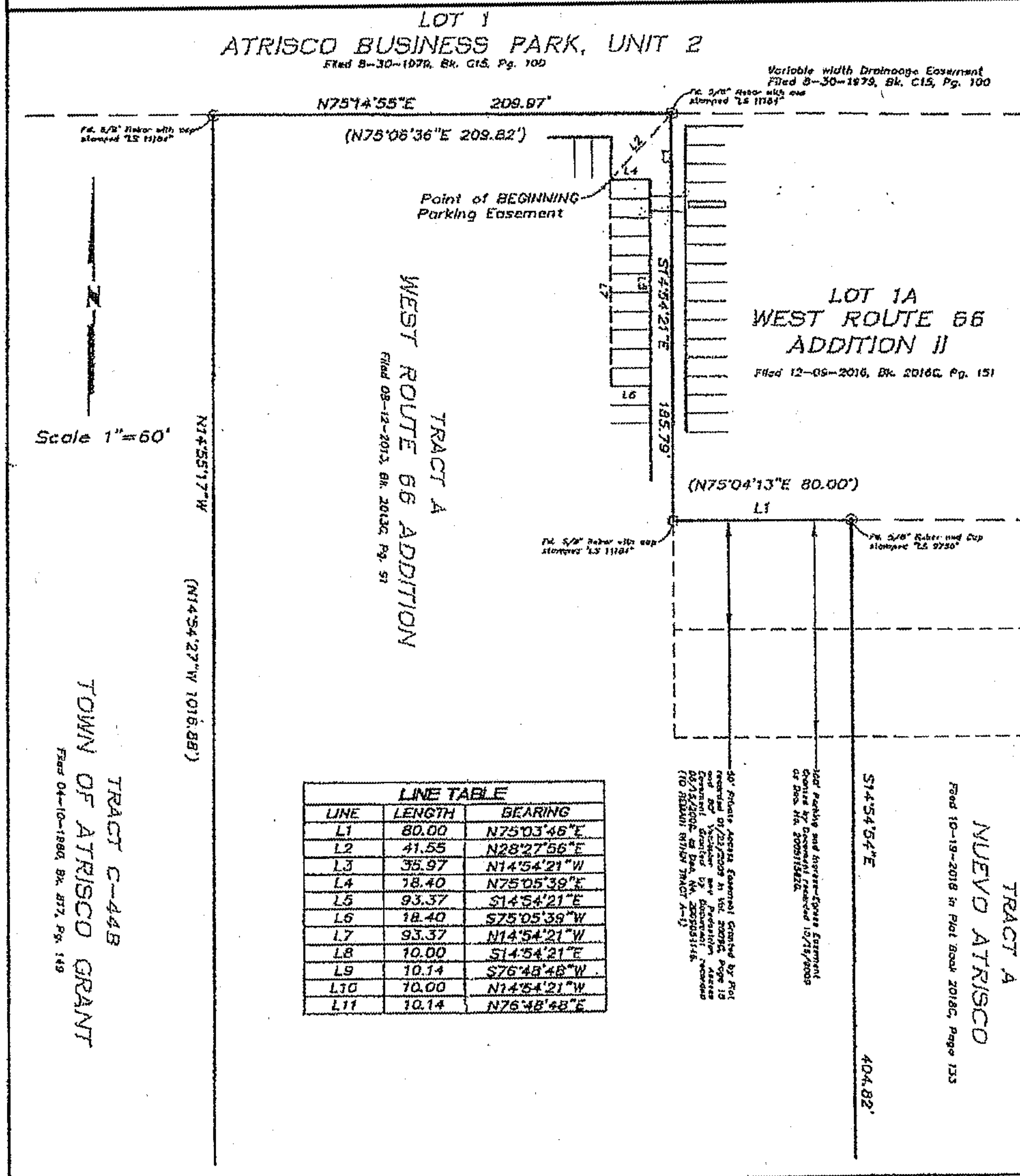
N 14°54'21" W, 93.37 feet to the point of beginning of the easement herein described.

Said parcel contains 0.0394 acres, more or less.



1/3

EXHIBIT "C" UNM PARKING SPACES EASEMENT (page 2 of 2)



Sheet 3 of 3
180732_EASE EXHIBIT

SURV TEK

Consulting Surveyors
9384 Valley view Drive N.W. Albuquerque, New Mexico 87114

Phone: 505-897-3366
Fax: 505-897-3377

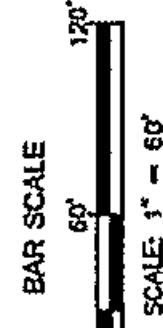
**Plat for
Tracts A-1 & A-2
Nuevo Atrisco
Being Comprised of
Tract A**

**Nuevo Atrisco
City of Albuquerque
Bernalillo County, New Mexico
March 2019**

Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES (10/19/2018, 2018C-133)
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES (12/09/2016, 2016C-151)
●	FOUND MONUMENT AS INDICATED
○	SET BATTERY MARKER "LS 14271" UNLESS OTHERWISE NOTED

**Exhibit "D"
Access Parcel
Tract A-1, Nuevo Atrisco**

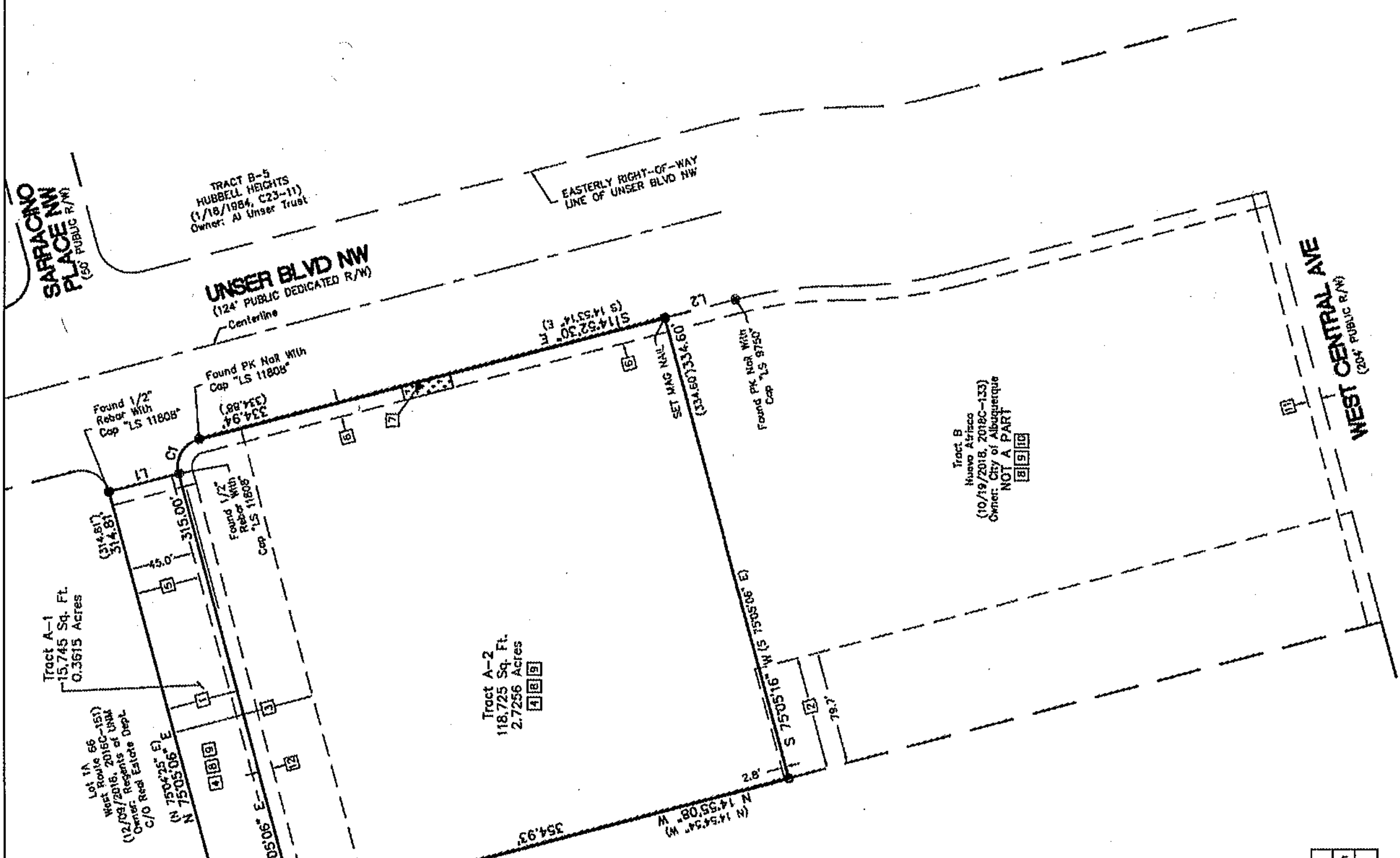


Flood Notes

BASED UPON SCALING, THIS PROPERTY LIES WITHIN FLOOD ZONE X WHICH IS DEFINED AS AN AREA OF MINIMAL FLOOD HAZARD, AS DETERMINED BY F.E.M.A. AND SHOWN ON THE FLOOD INSURANCE RATE MAP DATED NOVEMBER 04, 2016, MAP NO. 35001C0328J.

CSI-CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244



ACS Monument "9-K10"
NAD 1983 CENTRAL ZONE
X=1498430.817 *
Y=1485617.623 *
Z=5117.72 * (NAVD 1988)
G-G-0.99968223
Mopping Angle=0°16'22.01"
*U.S. SURVEY FEET

Easement Notes

- EXISTING 50' PRIVATE ACCESS EASEMENT BENEFITING LOT 1A, WEST ROUTE 66, AND TRACT A-2 SHOWN HEREON AND TRACT B, NUEVO ATRISCO TO BE MAINTAINED BY THE OWNERS OF TRACT A-2 AND TRACT B, NUEVO ATRISCO (1/22/2009, 2009C-18) AND EXISTING 50' PERMANENT PRIVATE ACCESS EASEMENT BENEFITING TRACT A, WEST ROUTE 66 (05/15/2009, DOC. NO. 2009054446)
- EXISTING PRIVATE TRAFFIC AND CIRCULATION EASEMENT BENEFITING TRACT A, WEST ROUTE 66 ADDITION TO BE MAINTAINED BY THE SAME (08/12/2013, 2013C-91)
- EXISTING 100' PARKING EASEMENT BENEFITING LOT 1A, WEST ROUTE 66 MAINTAINED BY THE CITY OF ALBUQUERQUE (10/16/2009, DOC. NO. 2009115620)
- EXISTING BLANKET DRAINAGE EASEMENT BENEFITING THE OWNERS OF LOT 1A, WEST ROUTE 66 MAINTAINED BY THE INDIVIDUAL OWNERS OF TRACT A-1 AND A-2 AS SHOWN HEREON (10/16/2009, DOC. NO. 2009115619)
- EXISTING 45' ACCESS EASEMENT GRANTED TO THE OWNERS OF THE TRACT FORMERLY KNOWN AS TRACT C-44B NOW BEING LOTS B-1 THRU B-3, LANDS OF STEWART TO BE MAINTAINED BY THE CITY OF ALBUQUERQUE (07/05/2016, DOC. NO. 2016061382)
- EXISTING 10' P.U.E. (10/19/2018, 2018C-133)
- EXISTING 10'x35' WATER METER VAULT EASEMENT (10/19/2018, 2018C-133) SHOWN HEREON AS []
- PRIVATE BLANKET DRAINAGE EASEMENT BENEFITING THE OWNERS OF TRACT A AND 1A, WEST ROUTE 66 TO BE MAINTAINED BY THE OWNERS OF TRACT A-1, A-2 AND TRACT B, NUEVO ATRISCO (10/19/2018, 2018C-133)
- PRIVATE CROSS-LOT ACCESS & PARKING EASEMENT BENEFITING THE OWNERS OF TRACT A-1, A-2, AND TRACT B TO BE MAINTAINED BY THE SAME (10/19/2018, 2018C-133)
- FLOATING PRIVATE 20' WIDE STORM DRAIN EASEMENT TO BE DEFINED LATER (10/19/2018, 2018C-133)
- EXISTING 10' P.U.E. (08/12/2013, 2013C-91) ONLY AFFECTS TRACT B
- 10' P.U.E. GRANTED WITH THE FILING OF THIS PLAT

Line Table	
Line #	Direction
L1	S 15°07'58" E (S 14°51'21" E) 50.00' (50.00')
L2	S 14°52'30" E (S 14°53'14" E) 50.77' (50.76')
L3	S 75°05'06" W (S 75°04'25" E) 79.91' (79.91')

Curve Table			
Curve #	Length	Radius	Chord Length
C1	31.28' (31.42')	20.00' (20.00')	66°37'25"
			28.19'
			S 58°41'43" E