



Vicinity Map - Zone Atlas B-13-Z

N.T.S.

Documents

- TITLE COMMITMENT PROVIDED BY FIDELITY NATIONAL TITLE, HAVING FILE NO. SP000070684 AND AN EFFECTIVE DATE OF NOVEMBER 20, 2019.
- PLAT FOR SECOND REVISION PLAT OF COTTONWOOD MALL FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON JANUARY 31, 1997 IN BOOK 97C, PAGE 33.
- SPECIAL WARRANTY DEED FOR SUBJECT PROPERTY FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON JUNE 16, 2017 IN BOOK, DOC. NO. 2017058178.

Legal Description

TRACT B-4-A, PLAT OF SECOND REVISION PLAT OF COTTONWOOD MALL, ALBUQUERQUE, NEW MEXICO, AS SHOWN ON RECORDED PLAT FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON JANUARY 31, 1997, IN PLAT BOOK 97C, FOLIO 33.

Free Consent

THE SUBDIVISION SHOWN AND DESCRIBED HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF. EXISTING AND/OR GRANTED PUBLIC UTILITY EASEMENTS (P.U.E) AS SHOWN HEREON, UNLESS NOTED OTHERWISE, ARE FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUIT AND PIPES FOR UNDERGROUND UTILITIES. SAID UTILITY COMPANIES HAVE THE RIGHT OF INGRESS/EGRESS FOR CONSTRUCTION OF, MAINTENANCE OF AND REPLACEMENT OF SAID UTILITIES INCLUDING THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS WITHIN SAID P.U.E.. SAID OWNERS CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED.

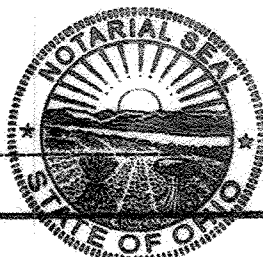
Daniel Scott 6/2/2020
 DANIEL SCOTT, SENIOR VICE PRESIDENT,
 DEVELOPMENT-ANCHOR LEASING
 MALL AT COTTONWOOD II, LLC

STATE OF OHIO }
 COUNTY OF } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON June 2, 2020
 DANIEL SCOTT, SENIOR VICE PRESIDENT, DEVELOPMENT-ANCHOR LEASING,
 MALL AT COTTONWOOD II, LLC

By: *Shelley L. Stevens*
 NOTARY PUBLIC

MY COMMISSION EXPIRES 10-31-2022



SHELLEY L. STEVENS
 Notary Public, State of Ohio
 My Commission Expires 10-31-2022

Indexing Information

Projected Section 7, Township 11 North, Range 3 East,
 N.M.P.M. Alameda Grant
 Subdivision: Second Revision Plat, Cottonwood Mall
 Owner: Mall at Cottonwood II LLC
 UPC #: 101306546539410602

Purpose of Plat

- SUBDIVIDE AS SHOWN HEREON.

Subdivision Data

GROSS ACREAGE.....11.6524 ACRES
 ZONE ATLAS PAGE NO.....B-13-Z
 NUMBER OF EXISTING TRACTS.....1
 NUMBER OF TRACTS CREATED.....2
 MILES OF FULL-WIDTH STREETS.....0.00 MILES
 MILES OF HALF-WIDTH STREETS.....0.00 MILES
 RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE.....0.00 ACRES
 DATE OF SURVEY.....April 2020

Notes

- FIELD SURVEY PERFORMED IN DECEMBER 2019.
- ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
- THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).

Treasurer's Certificate

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND
 PAID ON UPC #: 101306546539410602

PROPERTY OWNER OF RECORD
Mall at Cottonwood LLC
 BERNALILLO COUNTY TREASURER'S OFFICE
George Stone 10-14-20

DOCH 2023067224
 10/19/2023 05:11 PM Page: 1 of 3
 PLAT R: \$25.00 B: 2023C P: 0084 Linda Stover, Bernalillo County

Plat for
Tracts B-4-A-1 & B-4-A-2,
2nd Revision Cottonwood Mall
Being Comprised of
Tract B-4-A,
2nd Revision Cottonwood Mall
City of Albuquerque
Bernalillo County, New Mexico
May 2020

Project Number: PR-2019-003222

Application Number: SD-2020-00116

Plat Approvals:

PNM 6/18/2020
 PNM Electric Services
 Don Davalos Digitally signed by Don Davalos
 Date: 2020.06.19 15:05:26 -06'00'

Qwest 6/15/2020
 Qwest Corp. d/b/a CenturyLink QC
 New Mexico Gas Company

Comcast 6/7/20
 Comcast

City Approvals:

Loann N. Reinhardt P.S. 6/11/2020
 City Surveyor
 Jeannette Wolfenbarger Aug 26, 2020
 Jeannette Wolfenbarger Aug 26, 2020 2:53:12 MDT
 Traffic Engineer
 Oct 19, 2023

Carl Garcia Aug 30, 2020
 ABCWUA
 Carl Garcia/AUG 30, 2020 2:53:12 MDT
 Code Enforcement

Nickel Gredt 6/15/2020
 AMAFCA
 Ernest Arroyo Aug 26, 2020
 Ernest Arroyo
 City Engineer
 Oct 19, 2023

Willy Oct 19, 2023
 Parks and Recreation
 DRB Chairperson, Planning Department

Surveyor's Certificate

I, WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WERE PREPARED BY ME OR UNDER MY SUPERVISION, SHOWS ALL EASEMENTS AS SHOWN ON THE PLAT OF RECORD OR MADE KNOWN TO ME BY THE OWNERS AND/OR PROPRIETORS OF THE SUBDIVISION SHOWN HEREON, THE UTILITY COMPANIES OR OTHER INTERESTED PARTIES AND MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS FOR THE CITY OF ALBUQUERQUE AND FURTHER MEETS THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF NEW MEXICO AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr. 5/22/2020
 Will Plotner Jr. Date
 N.M.R.P.S. No. 14271



CSI-CARTESIAN SURVEYS INC.

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

Plat for
Tracts B-4-A-1 & B-4-A-2,
2nd Revision Cottonwood Mall
 Being Comprised of
Tract B-4-A,
2nd Revision Cottonwood Mall
 City of Albuquerque
 Bernalillo County, New Mexico
 May 2020

THIS PROPERTY IS SUBJECT TO:

1. TERMS AND CONDITIONS AS CONTAINED IN THAT CERTAIN CONSTRUCTION, OPERATION, AND RECIPROCAL EASEMENT AGREEMENT FILED DECEMBER 28, 1995, IN BOOK 95-31, PAGE 5334, AS DOCUMENT NO. 95132176, RECORDS OF BERNALILLO COUNTY.
2. AGREEMENT REGARDING RESTRICTION OF RESERVE TRACTS FILED DECEMBER 28, 1995, IN BOOK 95-31, PAGE 5550, AS DOCUMENT NO. 95132177, RECORDS OF BERNALILLO COUNTY, NEW MEXICO. ASSIGNMENT & ASSUMPTION AGREEMENT FILED MARCH 3, 2006, IN BOOK A113, PAGE 1112, AS DOCUMENT NO. 2006031219, RECORDS OF BERNALILLO COUNTY, NEW MEXICO.

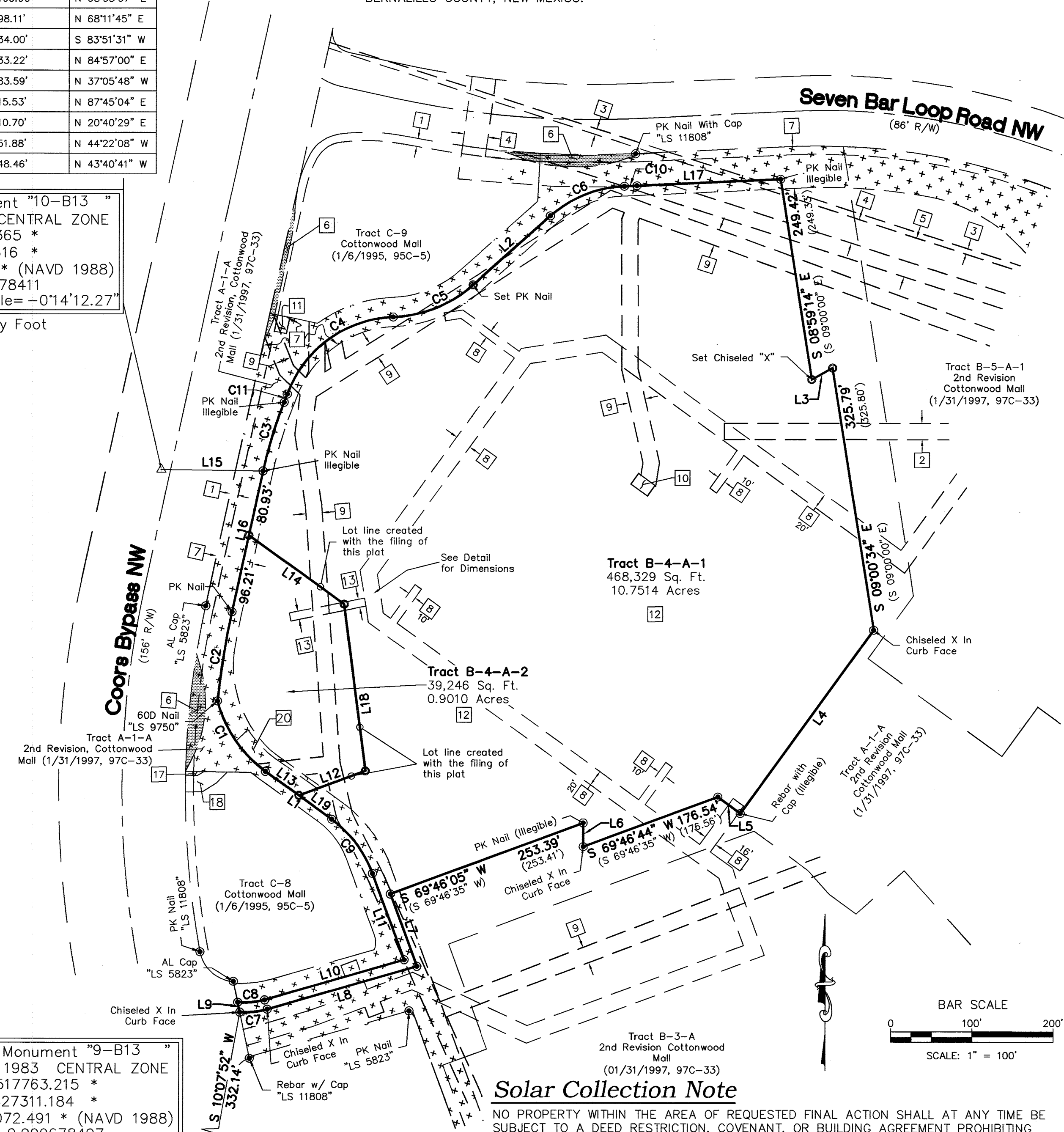
Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	106.78' (106.89')	156.00' (156.00')	39°13'08"	104.71'	N 34°19'51" W
C2	111.03' (110.95')	1034.49' (1034.50')	6°08'58"	110.98'	N 09°12'57" E
C3	88.36' (88.36')	540.50' (540.50')	9°22'00"	88.26'	N 17°00'46" E
C4	170.87' (170.87')	144.00' (144.00')	67°59'08"	161.02'	N 54°00'17" E
C5	108.04' (108.04')	156.00' (156.00')	39°40'56"	105.90'	N 68°08'07" E
C6	100.12' (100.12')	144.00' (144.00')	39°50'07"	98.11'	N 68°11'45" E
C7	34.17' (34.17')	100.00' (100.00')	19°34'36"	34.00'	S 83°51'31" W
C8	33.42' (33.42')	88.00' (88.00')	21°45'32"	33.22'	N 84°57'00" E
C9	84.81' (84.82')	144.00' (144.00')	33°44'48"	83.59'	N 37°05'48" W
C10	15.53' (15.53')	1227.60' (1227.63')	0°43'29"	15.53'	N 87°45'04" E
C11	10.70' (10.70')	359.49' (359.50')	1°42'19"	10.70'	N 20°40'29" E
C12	52.12'	156.00'	19°08'33"	51.88'	N 44°22'08" W
C13	48.72'	136.00'	20°31'27"	48.46'	N 43°40'41" W

ACS Monument "10-B13"
 NAD 1983 CENTRAL ZONE
 X=1517724.365 *
 Y=1528304.616 *
 Z=5074.478 * (NAVD 1988)
 G-G=0.999678411
 Mapping Angle=-0°14'12.27"
 * U.S. Survey Foot

Line Table		
Line #	Direction	Length (ft)
L1	N 53°58'12" W (N 53°58'12" W)	100.61' (100.61')
L2	N 48°17'39" E (N 48°17'39" E)	127.82' (127.76')
L3	S 61°00'00" W (N 61°00'00" E)	29.26' (29.26')
L4	S 36°00'20" W (S 36°00'00" W)	278.91' (278.80')
L5	N 53°55'54" W (N 54°00'00" W)	34.29' (34.35')
L6	N 00°19'19" W (N 00°13'28" W)	29.24' (29.26')
L7	S 20°13'24" E (S 20°13'24" E)	94.75' (94.84')
L8	S 74°04'14" W (S 74°04'14" W)	191.43' (191.43')
L9	N 11°52'39" W (N 11°52'39" W)	12.52' (12.52')
L10	N 74°04'14" E (S 74°04'14" W)	178.50' (178.50')
L11	N 20°13'24" W (N 20°13'24" W)	113.12' (113.12')
L12	S 69°47'31" W	87.20'
L13	N 53°58'12" W	50.76'
L14	S 54°03'54" E	144.79'
L15	N 89°20'21" W	125.28'
L16	N 12°19'46" E (N 12°19'46" E)	177.14' (177.14')
L17	N 87°23'25" E (N 87°24'14" E)	176.99' (176.99')
L18	S 07°20'32" E	206.46'
L19	S 53°58'12" E	49.84'
L20	N 78°52'07" E	28.30'
L21	S 09°00'00" E	10.01'
L22	S 78°52'07" W	26.15'
L23	N 07°20'32" W	7.57'
L24	S 78°52'07" W	67.65'
L25	S 11°07'53" E	10.00'
L26	N 78°52'07" E	65.87'
L27	N 54°03'54" W	3.35'
L30	N 45°54'28" E	20.31'
L31	S 53°58'12" E	64.12'
L32	S 69°47'31" W	24.06'

* L28 and L29 Intentionally Omitted

ACS Monument "9-B13"
 NAD 1983 CENTRAL ZONE
 X=1517763.215 *
 Y=1527311.184 *
 Z=5072.491 * (NAVD 1988)
 G-G=0.999678497
 Mapping Angle=-0°14'11.91"
 * U.S. Survey Foot



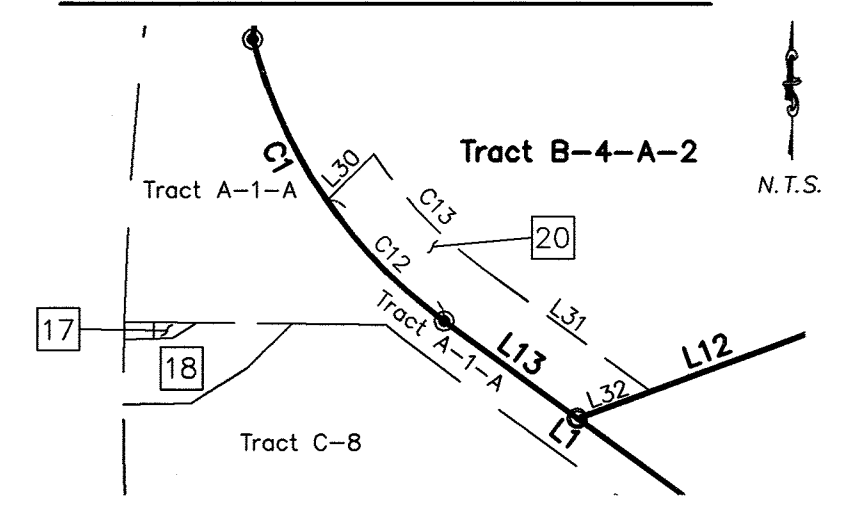
Solar Collection Note

NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT, OR BUILDING AGREEMENT PROHIBITING SOLAR COLLECTORS FROM BEING INSTALLED ON BUILDINGS OR ERECTED ON THE LOTS OR PARCELS WITHIN THE AREA OF PROPOSED PLAT, THE FOREGOING REQUIREMENT SHALL BE A CONDITION TO APPROVAL OF THIS PLAT.

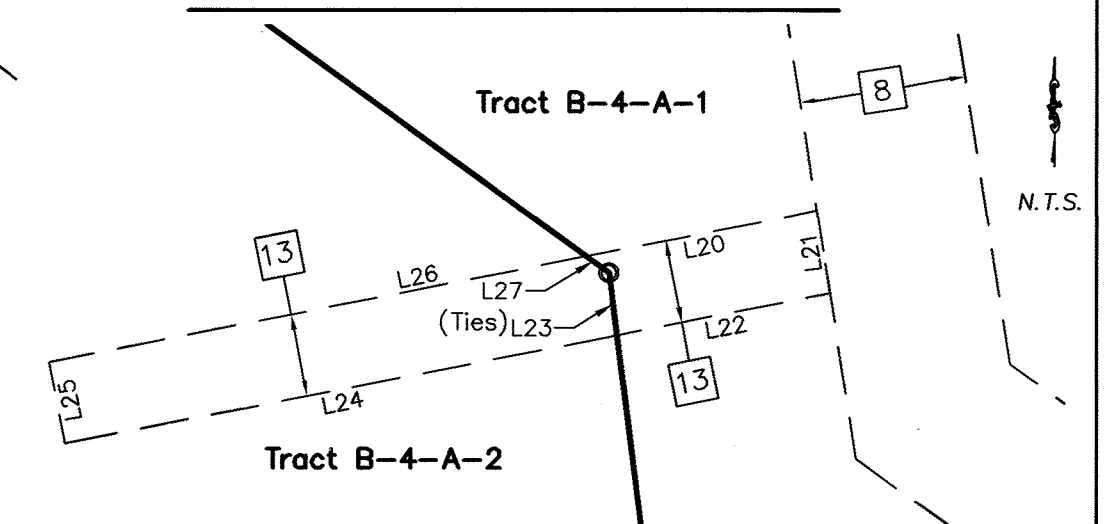
Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES PER PLAT (1/31/1997, 97C-33)
●	FOUND PK NAIL "LS 5978" UNLESS OTHERWISE INDICATED
○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED

Easement No. 20 Detail



Easement No. 13 Detail


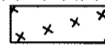


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City of Albuquerque
Bernalillo County, New Mexico
May 2020**

Easement Notes

- 1 EXISTING 10' P.U.E. (1/6/1995, 95C-5)
- 2 EXISTING 20' SANITARY SEWER EASEMENT (1/5/1995, BK. 95-1, PG. 2894-2900)
- 3 EXISTING 7' MOUNTAIN BELL UNDERGROUND TELEPHONE EASEMENT (4/21/1965, MISC. R/W 143, Pg. 329)
- 4 EXISTING 30' GAS TRANSMISSION LINE EASEMENT (9/19/1994, BK. MISC. 94-26, Pg. 9234-9339)
- 5 EXISTING 50' SOUTHERN UNION EASEMENT (9/16/1930, BK. MISC. 112, PG. 515), (12/11/1931, BK. MISC. 123, PG. 152), (1/14/1946, BK. MISC. 220, PG. 547), (3/29/1956, BK. MISC. D346, PG. 356), AND (3/7/1961, BK. MISC. D585, PG. 409)
- 6 EXISTING PUBLIC PEDESTRIAN ACCESS EASEMENT (1/6/1995, 95C-5) SHOWN HEREON AS 
- 7 EXISTING PERMANENT PRIVATE ACCESS EASEMENT (1/6/1995, 95C-5) SHOWN HEREON AS 
- 8 EXISTING WATERLINE EASEMENT, WIDTHS VARY, AS SHOWN HEREON (1/31/1997, 97C-33)
- 9 EXISTING 20' P.U.E. (1/31/1997, 97C-33)
- 10 EXISTING 25' X 16' PNM TRANSFORMER EASEMENT (1/31/1997, 97C-33)
- 11 EXISTING 15' X 20' TRANSFORMER EASEMENT (7/18/95, 95C-263)
- 12 EXISTING PRIVATE RECIPROCAL ACCESS, DRAINAGE AND UTILITY EASEMENT (1/6/95, 95C-5) AND (12/28/1995, BK. 95-31, PG. 5334-5549, DOC. NO. 95132176) (BLANKET) **
- 13 10' PUBLIC WATERLINE EASEMENT GRANTED WITH THE FILING OF THIS PLAT. SEE DETAIL FOR DIMENSIONS
- 14 INTENTIONALLY OMITTED
- 15 INTENTIONALLY OMITTED
- 16 INTENTIONALLY OMITTED
- 17 PRIVATE SEWER EASEMENT BENEFITING TRACT B-4-A-2 TO BE MAINTAINED BY THE SAME (10/18/2023, AS DOCUMENT NO. 2023066683)
- 18 20' PUBLIC SEWER EASEMENT TO ABCWUA (10/18/2023, AS DOCUMENT NO. 2023066684)
- 19 INTENTIONALLY OMITTED
- 20 PUBLIC SEWER EASEMENT GRANTED TO ABCWUA WITH THE FILING OF THIS PLAT. SEE DETAIL FOR DIMENSIONS.

**** Note from Construction, Operation and Reciprocal Easement Agreement**

DOCUMENT FILED ON DECEMBER 28, 1995 AS DOC. NO. 95132176
SECTION 1.34 SEPARATE UTILITY LINES.

THE TERM "SEPARATE UTILITY LINES" SHALL MEAN ANY OF THE FOLLOWING NOT INSTALLED UNDER THE PROVISIONS OF THE REA AS TO THE COMMON IMPROVEMENT WORK WHICH ARE NOT WITHIN THE DEFINITION OF COMMON UTILITY LINES: UTILITY FACILITIES TO SERVICE ANY STORE SITUATED ON ANY TRACT, INCLUDING UNDERGROUND SEWER SYSTEMS (INCLUDING WITHOUT LIMITATION, UNDERGROUND STORM AND PUBLIC OR PRIVATE SANITARY SEWER SYSTEMS), UNDERGROUND DOMESTIC WATER SYSTEMS, UNDERGROUND NATURAL GAS SYSTEMS (IF GAS IS AVAILABLE), UNDERGROUND ELECTRICAL SYSTEMS, UNDERGROUND FIRE PROTECTION WATER SYSTEMS, UNDERGROUND TELEPHONE SYSTEMS, UNDERGROUND ELECTRIC DATA INTERCHANGE SYSTEMS, UNDERGROUND CABLE TELEVISION SYSTEMS, IF ANY.

Note from Construction, Operation and Reciprocal Easement Agreement

DOCUMENT FILED ON DECEMBER 28, 1995 AS DOC. NO. 95132176
SECTION 2.3 UTILITIES.

EACH PARTY HEREBY GRANTS TO EACH OF THE OTHER PARTIES, RESPECTIVELY, EASEMENTS IN THE COMMON AREA OF ITS TRACT (OTHER THAN AN STORE SITE AND THE ENCLOSED MALL) FOR THE INSTALLATION, OPERATION, FLOW AND PASSAGE, USE, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION, AND REMOVAL OF SEPARATE UTILITY LINES AND COMMON UTILITY LINES (COLLECTIVELY THE "UTILITY LINES"). ALL UTILITY LINES (WHETHER OR NOT INSTALLED PURSUANT TO THE EASEMENTS GRANTED HEREIN) SHALL BE UNDERGROUND. THE LOCATION OF ALL EASEMENTS GRANTED BY THE PARTIES IN THIS SECTION 2.3 OTHER THAN THOSE EXISTING ON THE DATE HEREOF SHALL BE SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE PARTY IN WHOSE TRACT THE SAME ARE TO BE LOCATED. NO UTILITY LINES MAY BE LOCATED (i) AS TO MAY, WITHIN TEN (10) FEET, AND (ii) AS TO THE OTHER PARTIES, WITHIN FIVE (5) FEET, OF ANY STORE SITES OR EXPANSION AREAS SHOWN ON EXHIBIT B.

SUBJECT TO ARTICLE 6 OF THIS REA, THE GRANTEE OF ANY OF THE SEPARATE UTILITY LINE EASEMENTS SHALL BE RESPONSIBLE AS BETWEEN THE GRANTOR AND THE GRANTEE THEREOF FOR THE INSTALLATION, MAINTENANCE AND REPAIR AT GRANTEE'S COST OF ALL SUCH SEPARATE UTILITY LINES INSTALLED PURSUANT TO SUCH GRANT. ANY SUCH INSTALLATION, MAINTENANCE, AND REPAIR SHALL BE PERFORMED ONLY AFTER TWO (2) WEEKS NOTICE TO THE GRANTOR OF THE GRANTEE'S INTENTION TO DO SUCH WORK ACCOMPANIED BY A DESCRIPTION OF SUCH WORK AND AFTER CONSULTATION WITH THE APPROVAL OF THE GRANTOR AS TO THE TIMING OF SUCH WORK (EXCEPT IN THE CASE OF AN EMERGENCY, WHERE ANY SUCH WORK MAY BE IMMEDIATELY PERFORMED AFTER SUCH ADVANCE NOTICE TO GRANTOR AS IS PRACTICABLE UNDER THE CIRCUMSTANCES), AND ANY SUCH WORK SHALL BE DONE WITHOUT COST OR EXPENSE TO THE GRANTOR, ONLY DURING A TIME APPROVED BY GRANTOR, AND IN SUCH MANNER AS TO CAUSE AS LITTLE DISTURBANCE TO GRANTOR AN IN THE USE OF THE COMMON AREA AS MAY BE PRACTICABLE UNDER THE CIRCUMSTANCES. THE GRANTOR SHALL NO UNREASONABLY WITHHOLD ITS APPROVAL TO SUCH WORK AND THE TIMING THEREOF. ALL PORTIONS OF THE SURFACE AREA OF GRANTOR'S TRACT WHICH MAY HAVE BEEN EXCAVATED, DAMAGED OR OTHERWISE DISTURBED AS A RESULT OF SUCH WORK SHALL BE PROMPTLY RESTORED AT THE SOLE COST AND EXPENSE OF GRANTEE TO ESSENTIALLY THE SAME CONDITION AS THE SAME WERE IN PRIOR TO THE COMMENCEMENT OF ANY SUCH WORK. THE GRANTEE SHALL INDEMNIFY GRANTOR IN CONNECTION WITH GRANTEE'S EXERCISE OF THE SEPARATE UTILITY LINE EASEMENTS UNDER THIS SECTION, EXCEPT TO THE EXTENT OF GRANTOR'S SOLE NEGLIGENCE OR WILLFUL ACT OR OMISSION. NONE OF SUCH WORK OR RESTORATION OF THE GRANTOR'S TRACT, EXCEPT EMERGENCY REPAIR WORK, SHALL BE INITIATED OR CARRIED ON DURING THE PERIOD FROM NOVEMBER 20 OF ANY YEAR THROUGH JANUARY 15 OF THE IMMEDIATELY SUCCEEDING YEAR OR DURING THE TWO (2) WEEKS PRIOR TO EASTER OR ANY WORK AND/OR RESTORATION THERETOFORE IN PROGRESS SHALL BE PROSECUTED TO COMPLETION PRIOR TO THE ABOVE PERIODS.

AT ANY TIME, THE GRANTOR OF ANY OF THE UTILITY EASEMENTS GRANTED PURSUANT TO THIS SECTION 2.3 SHALL HAVE THE RIGHT TO RELOCATE ON THE TRACT OF THE GRANTOR ANY SUCH UTILITY LINES THEN LOCATED ON THE TRACT OF THE GRANTOR PROVIDED THAT SUCH RELOCATION SHALL BE PERFORMED ONLY AFTER THIRTY (30) DAYS' NOTICE OF THE GRANTOR'S INTENTION TO SO RELOCATE SHALL HAVE BEEN GIVEN TO ALL GRANTEES (OR TO ONLY THOSE GRANTEES AFFECTED IN THE CASE OF RELOCATION OF A SEPARATE UTILITY LINE), AND SUCH RELOCATION: (A) SHALL NOT INTERFERE WITH OR DIMINISH THE UTILITY SERVICES TO SUCH GRANTEES (HOWEVER, TEMPORARY INTERFERENCES WITH AND DIMINUTIONS IN UTILITY SERVICES SHALL BE PERMITTED IF THEY ARE SCHEDULED TO OCCUR AND OCCUR DURING NONBUSINESS HOURS OF SUCH GRANTEES AND DURING SUCH HOURS AS SUCH GRANTEES MAY APPROVE IN THEIR REASONABLE DISCRETION AND GRANTOR PROMPTLY REIMBURSES GRANTEES FOR ALL COST, EXPENSE AND LOSS INCURRED BY SUCH GRANTEES AS A RESULT OF SUCH INTERFERENCES AND/OR DIMINUTIONS), (B) SHALL NOT REDUCE OR UNREASONABLY IMPAIR THE USEFULNESS OR FUNCTION OF SUCH UTILITY LINES, (C) SHALL BE PERFORMED WITHOUT COST OR EXPENSE TO SUCH GRANTEES, AND (D) SHALL BE UNDERGROUND. NOTWITHSTANDING SUCH RELOCATION, MAINTENANCE OF SUCH UTILITY LINES SHALL BE, SUBJECT TO SECTIONS 10.2 AND 13.1, THE OBLIGATION OF THE GRANTEE; PROVIDED THAT, IF THERE SHALL BE ANY MATERIAL INCREASE IN THE COST OF SUCH MAINTENANCE ON ACCOUNT OF THE RELOCATION, THE GRANTOR SHALL BEAR SUCH EXCESS. NO SUCH RELOCATION WORK SHALL BE INITIATED OR CARRIED ON DURING THE PERIOD FROM NOVEMBER 20 OF ANY YEAR THROUGH JANUARY 15 OF THE IMMEDIATELY SUCCEEDING YEAR OR DURING THE TWO (2) WEEKS PRIOR TO EASTER AND ANY WORK AND/OR RESTORATION THERETOFORE IN PROGRESS SHALL BE PROSECUTED TO COMPLETION PRIOR TO THE ABOVE PERIODS.

SUBJECT TO SECTION 2.11, BOTH THE COMMON UTILITY LINE EASEMENTS AND THE SEPARATE UTILITY LINE EASEMENTS GRANTED BY THIS SECTION 2.3 SHALL BE PERPETUAL, AND SHALL SURVIVE THE TERMINATION DATE.

FROM AND AFTER THE TERMINATION DATE, THERE SHALL BE NO ADDITION, EXPANSION OR RELOCATION BY GRANTEE OF ANY UTILITY LINES ON THE GRANTOR'S TRACT, AND THE OBLIGATIONS FOR MAINTENANCE, REPAIR, RECONSTRUCTION AND REPLACEMENT (AND FOR THE COST OF ANY SUCH ITEMS) OF THE UTILITY EASEMENTS AND THE UTILITY LINES THEREIN SHALL BE GOVERNED BY COMMON AND STATUTORY LAWS APPLICABLE TO SUCH EASEMENTS; PROVIDED HOWEVER, THAT ALL OTHER PROVISIONS OF THIS SECTION 2.3 (INCLUDING THE INDEMNITY PROVISIONS) SHALL NOT BE AFFECTED AND SHALL CONTINUE IN FULL FORCE AND EFFECT FOR SO LONG AS ANY SUCH EASEMENTS SHALL REMAIN IN EFFECT.

DOCH 2023067224

10/19/2023 05:11 PM Page: 3 of 3
PLAT R:\$25.00 B: 2023C P: 0084 Linda Stover, Bernalillo County

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