THIS DOCUMENT SIGNED IN COUNTERPARTS

#### TEMPORARY ACCESS EASEMENT AGREEMENT

This Temporary Access Easement Agreement (this "Easement Agreement"), is by and between **the City of Albuquerque**, a New Mexico political subdivision of the State of New Mexico, its successors and assigns ("City") whose address is P.O. Box 1293, Albuquerque, NM, 87103, and **SANPREVEST**, **LLC** ("Grantor"), whose address is c/o Novel Commercial, 501 S Cherry St, Suite 1100, Glendale, CO 80246.

#### **RECITALS**

WHEREAS, Grantor owns that certain portion of road that has unfettered access to the property generally described as 9201 San Mateo Blvd NE Albuquerque NM 87113 and as more specifically shown on **Exhibit A**, attached hereto and made a part hereof ("<u>Property</u>"); and

WHEREAS, Grantee owns an abutting parcel to the Property; the parcel directly to the east and the parcel directly to the north as more specifically depicted on **Exhibit A** (collectively the "Grantee's Properties"); and

WHEREAS, Grantee desires to obtain a temporary access easement on the existing road as detailed in Exhibit A attached hereto; and

WHEREAS, Grantor is willing to grant the requested easement on the Property to Grantee subject to the terms and conditions set forth herein.

#### **AGREEMENT**

NOW THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

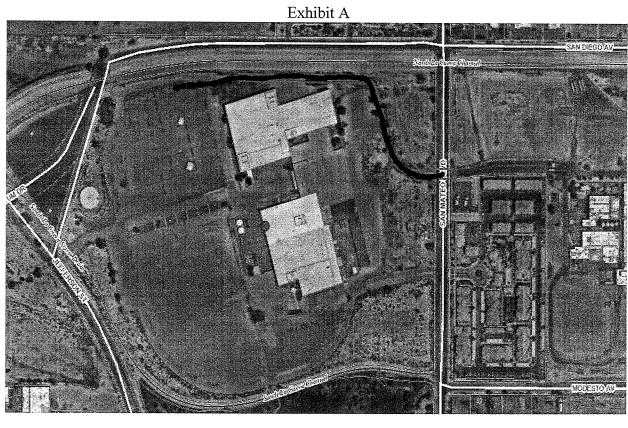
- 1. Grantor hereby grants to Grantee a temporary access easement in, over, upon, and across a particular portion of the Property as more specifically described and shown on **Exhibit A** (the "Easement") for use as a thoroughfare during the Albuquerque Balloon Fiesta: specifically, October 1 through October 15, 2024.
- 2. The the rights granted hereunder to Grantee shall become effective upon October 1, 2024 ("Effective Date") and shall, unless otherwise agreed in writing by the parties, automatically expire at midnight on October 15, 2024 ("Expiration Date"). The time period beginning on the Effective Date and ending on the Expiration Date shall constitute the "Term" of this Easement Agreement.
- 3. In accordance with the terms of this Easement Agreement, the Grantee shall at all times (i) maintain the Easement, including but not limited to the Path and the Wall, in a safe, sanitary, and usable condition; (ii) shall ensure that the Easement remains free of trash and weeds; (iii) shall timely and appropriately remove snow and ice; (iv) shall promptly repair any damage to the Easement; (v) shall promptly remediate any vandalism on the Easement; (vi) shall immediately remedy any dangerous condition on the Easement; (vii) shall construct, monitor,

and maintain temporary barriers which limit access to only the Easement area and not any portion of the remaining Property; and (viii) shall promptly remove all placed items and debris from the Easement prior to the expiration of the Term. Nothing herein shall be construed to grant or otherwise extend to the Grantee any rights to remove any obstructions from outside the boundaries of the Easement or to use any property outside of the Easement for any purpose.

- 4. The Grantee shall not cause or allow any liens to be filed against the Easement or the Property. The Grantee shall, within thirty (30) days after it receives notice of any such lien, remove such lien in the manner provided by applicable law.
- 5. In accordance with the terms of this Easement Agreement, the Grantee shall promptly repair any damage caused to the Easement or the Property as a result of use by the users or activities on or relating to the Easement of Grantee, its contractors, or representatives.
- 6. Upon expiration or earlier termination of this Easement Agreement, unless otherwise agreed between the parties, Grantee shall return the Easement to the same condition it was in prior to grant of the Easement, reasonable wear and tear excepted.
- 7. Grantor covenants that it is the owner in fee simple of the Property and that Grantor has a good and lawful right to convey the Property or any part thereof subject to the terms and conditions set forth herein.
- 8. The City of Albuquerque is self-insured for its general liability and automobile liability exposures. The City of Albuquerque is self-insured to the limits of liability prescribed in Section 41 4-19 of the New Mexico Tort Claims Act. The City of Albuquerque's liability shall not exceed:
  - a. The sum of \$200,000 for damage to or destruction of property arising out of a single occurrence; and,
  - b. The sum of \$300,000 for all past and future medical and medically related expenses arising out of a single occurrence; and,
  - c. The sum of \$400,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical and medically related expenses as permitted under the Tort Claims Act; or
  - d. The sum of \$750,000 for all claim other than medical or medically related expenses arising out of a single occurrence.
- 9. Indemnity. Grantee agrees to defend, indemnify and hold harmless the Grantor, its officers, agents, and employees from and against all suits, actions or claims of any character brought because of any injury, including death, or damage received or sustained by any person, persons or property arising out of Grantees or Grantee's invitees, agents, employees, contractors and subleases use of or activities on the Property including but not limited to the Easement and the Path, or arising out of any condition of the Property, Easement, Path, or any improvements on the Property, or by reason of any act or omission, neglect or misconduct of Grantee or of Grantee's agents, contractors, employees, invitees or sublessees. This indemnity provision shall equally apply to injuries to Grantee's employees occurring on the Property, Easement, or Path. The indemnity required hereunder shall not be limited due to the specification of any particular insurance coverage in this Easement Agreement.

10. This Easement shall not be effective unless and until duly approved and executed by the City's Chief Administrative Officer or her designee. [signatures begin on following page]



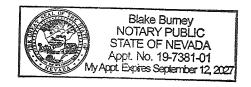


## GRANTEE:

# CITY OF ALBUQUERQUE, A New Mexico municipal corporation By: Samantha Sengel, EdD Chief Administrative Officer Date: STATE OF NEW MEXICO ) ss COUNTY OF BERNALILLO ) This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_\_, 2024, by Samantha Sengel, Chief Administrative Officer of the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation. Notary Public: \_\_\_\_\_\_

My Commission Expires:

GRANTOR – SANPREVEST, LLC:	
<u>By</u> :	
Ilya Klein President	
8/15/24	
Date: Nevada 33	
STATE OF NEW MEXICO  COUNTY OF BERNALILLO	)
This instrument was acknowl 20 <u>14</u> , by Ilya Aleksandir Klein.	edged before me this hay of August,
	Notary Public
	My Commission Expires: September 12,2007



#### TEMPORARY ACCESS EASEMENT AGREEMENT

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immediately remedy any dangerous condition on the Easement; (vii) shall construct, monitor, and maintain temporary barriers which limit access to only the Easement area and not any portion of the remaining Property; and (viii) shall promptly remove all placed items and debris from the Easement prior to the expiration of the Term. Nothing herein shall be construed to grant or otherwise extend to the Grantee any rights to remove any obstructions from outside the boundaries of the Easement or to use any property outside of the Easement for any purpose.

- 4. The Grantee shall not cause or allow any liens to be filed against the Easement or the Property. The Grantee shall, within thirty (30) days after it receives notice of any such lien, remove such lien in the manner provided by applicable law.
- 5. In accordance with the terms of this Easement Agreement, the Grantee shall promptly repair any damage caused to the Easement or the Property as a result of use by the users or activities on or relating to the Easement of Grantee, its contractors, or representatives.
- 6. Upon expiration or earlier termination of this Easement Agreement, unless otherwise agreed between the parties, Grantee shall return the Easement to the same condition it was in prior to grant of the Easement, reasonable wear and tear excepted.
- 7. Grantor covenants that it is the owner in fee simple of the Property and that Grantor has a good and lawful right to convey the Property or any part thereof subject to the terms and conditions set forth herein.
- 8. The City of Albuquerque is self-insured for its general liability and automobile liability exposures. The City of Albuquerque is self-insured to the limits of liability prescribed in Section 41 4-19 of the New Mexico Tort Claims Act. The City of Albuquerque's liability shall not exceed:
  - a. The sum of \$200,000 for damage to or destruction of property arising out of a single occurrence; and,
  - b. The sum of \$300,000 for all past and future medical and medically related expenses arising out of a single occurrence; and,
  - c. The sum of \$400,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical and medically related expenses as permitted under the Tort Claims Act; or
  - d. The sum of \$750,000 for all claim other than medical or medically related expenses arising out of a single occurrence.
- 9. Indemnity. Grantee agrees to defend, indemnify and hold harmless the Grantor, its officers, agents, and employees from and against all suits, actions or claims of any character brought because of any injury, including death, or damage received or sustained by any person, persons or property arising out of Grantees or Grantee's invitees, agents, employees, contractors and subleases use of or activities on the Property including but not limited to the Easement and the Path, or arising out of any condition of the Property, Easement, Path, or any improvements on the Property, or by reason of any act or omission, neglect or misconduct of Grantee or of Grantee's agents, contractors, employees, invitees or sublessees. This indemnity provision shall equally apply to injuries to Grantee's employees occurring on the Property, Easement, or Path. The indemnity required hereunder shall not be limited due to the specification of any particular

insurance coverage in this Easement Agreement.

10. This Easement shall not be effective unless and until duly approved and executed by the City's Chief Administrative Officer or her designee.

[signatures begin on following page]

GRANTOR – SANPREVEST, LLC:	
<u>By</u> :	
Ilya Klein	
Date:	
STATE OF NEW MEXICO )SS	
COUNTY OF BERNALILLO	)
This instrument was acknown 20, by	wledged before me thisday of,
	Notary Public
	My Commission Expires:

#### **GRANTEE:**

CITY	OF	ALB	HO	HER	OHE.
$\sim$	$\mathbf{v}$	4334	-		$\mathbf{v}$

A New Mexico municipal corporation

Samantha Sengel, EdD

Chief Administrative Officer

Date:

atc. <u>- 01/01/24</u>

STATE OF NEW MEXICO

) ss

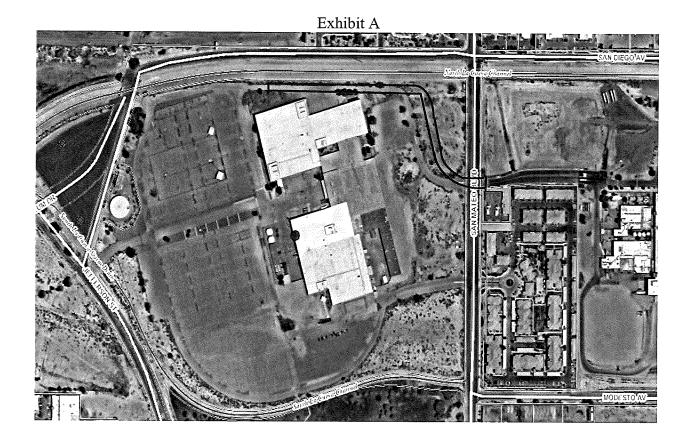
COUNTY OF BERNALILLO

This instrument was acknowledged before me on this <u>15</u> day of <u>August</u>, 2024, by Samantha Sengel, Chief Administrative Officer of the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

Notary Public:

My Commission Expires: 0

REYLENE GARCIA Notary Public State of New Mexico Commission # 1101723 My Comm. Expires Aug 19, 2025



## ALTA/NSPS LAND TITLE SURVEY

A proposed resterly portion of Tract 1-A-1-A of the Nonywell Site, Althouseveryet, New Mariso, as the some is shown and recorded on the Althouseveryet, first in the Office of the County Clerk of Bernaillo County or 19, 1989, in Plat Book 99C, Page 92, as more particularly described as follows: WESTERLY 21.04 ACRES LEGAL DESCRIPTION:

THEVEC continuing along the mathety property line of the partian heads described. Some to the right, howing a rodus of 2986.57 feet, on one health of 2817.78 et, and literated angle of 5 33 1 fe<sup>2</sup>, a chard bearing of 4 81 to 45 25 c. a deliance of 28164 feet, to the northeast corner of the portion herein described of 28164 feet, to the northeast THENCE, continuing along the northerly property line of the partion herein described, N 78° 18° 38°E, 106.72 feet to a point of curvature; deginning at the northwest corner of the portion herein described, also being the northwest corner of fract 1—A—1—A of the Honeywell Site;

THENCE, continuing along the easterly property line of the portion herein described, S 15' 31' 38'E, 1559.19 feet to the southeast corner of the portion herein described;

THENCE, continuing along the southerly property line of the portion herein described, N 89° 59' 16'W, 75.25 feet to a point of curvature; PRECCE, continuing along the southerly property line of the portion therein described, a curve to the right, howing a callus of 884.00 feet, on are leopth of 174.83 feet, and internal ongle of 14 38 '41', a chord bearing of S 82' 42' 14'W, a distance of 174.35 feet, to a point of targets;

THENCE, continuing along the westerly property line of the portion herein described, N 35' 45' 41'W, 65.34 feet to a point; PREVCC, continuing along the southerly property line of the portion brevin described, or used to the right, howing a radius of 484,00 feet, on one tength of 449,65 feet, and internal onlige of 33 '13' 51', a chard of the sering of N 53' 22' 25'H, a distance of 433,65 feet, to a point of tengency; HENCE, continuing along the westerly property line of the portion herein Jescribed, N 43 31' 05'W, 84.97 feet to a point;

HERDCE, continuing along the westerly properly line of the portion herein described a curve to the left, throing a radius of 2043,00 feet, an arc length of 1,30,85 feet, and internal angle of 0.32 of 14°, a characteristic bearing at N. 37. 53° 30° Nr, a distance of 1,30,85 feet, to a point of reverse curvature; THENCE, continuing along the southerly property line of the portion herein described, S 53' 14' 25'W, 29.52 feet to a point;

THEVICE, continuing along the westerly properly line of the portion herein described, a curve in the playt, bening a radius (15,000 feet, on are length of 33.28 feet, and internal angle of 12 42 41; a chiral bening of N 27 82 16°W, a distance of 33.21 feet, to a point of reverse curvature;

PREVEC, continuing along the westerly property line of the partion herein described, a curve to the fulf, honing a radius of 190.00 feet, and extends the continuing of 14 42' 01', a chard bearing of 14 28' 31', a chard bearing of 14 28' 25' 57'W, a distance of 38.38 feet, to a point of compound curvature:

THENCE, continuing along the westerly property line of the portion herein described, N 41' 55' 49'W, 82.39 feet to a point; HRECE, continuing along the westerly property line of the portion herain describest, a curve to the right, having a radius of 2051.50 text, on are length of 218.89 feet, and internal angle of 06 06 487, a chord bearing of 18.36 52' 24" W, a distance of 218.78 feet, to a point of tangency;

MEMCE, continuing along the southerly property line Tract 1-A-1-B, Honeywell Site, S 71: 41° 24°E, 125.49 feet to the southeast property corner of Tract 1-A-1-B; HRECE, continuing strong the westerly property line of the particle herein described, N IS 18 J. SEC, 183.56 feet to the sculments property control of text 1—A—1—B, Hendywell Site, Absourceque, New Mexico, on the source is above, not designated on the polit breach, find in the grant is above, not of Bernation Country, New Mexico, on April 19, 1989. In find took 90, Togs 2 St.

② Essement(s), if ony, due to the existence of light podes, buried sonalong Seer lines and buried Storm Doni, on shown on ALTA/SEPS Land Tille Survey, prepared by Thomas D, Johnston Licease Nb. 14259 dated Suayest 1, 2024, Item partially offects subject property. See Surveyor's Note S, Ibris shreet.

PHENCE, continuing along the westerly edge of the portion herein described, N 18' 18' 38'E, 321.52 feet to the northwest corner property corner of the potion herein described and point of beginning, containing 21.04 acres, more or less. THENCE, continuing along the northerly property line of Tract 1-A-1-B, Honeywell Site, described, N 71° 41° 24°W, 76.70 feet to the northwest property corner of Tract 1-A-1-B, Honeywell Site; THENCE, continuing along the easterly property line of Tract 1-A-1-B, Haneywell Site, described, N 15' 09' 40'W, 204.72 feet to a point; THENCE, continuing along the easterly property line of Tract 1—A-1—B, Honeywell Site, described, N 29° 50° 20° E, 86.89 feet to a point; THENCE, continuing along the easterly property line of Tract 1-A-1-B, Honeywell Site, described, N 73' 50' 10'E, 56.70 feet to a point;

> NOTES CORRESPONDING TO SCHEDULE B: STEWART TITLE OF ALBUQUERQUE, LLC COMMITMENT NO. 2301476 EFFECTIVE DATE APRIL 12, 2024 AT 8:00 A.M.

(II) Reservations and exceptions in the Patent by the United States America recorded on October 27, 1923, in Book 80, Page 353, records of Benatilio County, New Markoo, Item offects subject property. Item is not plotted hereon. Item is blanket in nature.

Essements and Motes, os shown on the recorded jalt, recorded in Plat Book CIE, Poge 1881, in Plat Book CIE, Poge 391, in Plat Book CZ7, Poge 110; in Plat Book CZ3, Poge 110; in Plat Book CZ3, Poge 134 and in Plat Book 99C, Poge 82, records of Bernalillo Caunly, New Mexico, Item affects subject property. Item is plotted hereon.

or 20 Foot Wide Public Sondroy Sewer Enament
b: 10 Foot Wide Public Divilogia Ecentrack
c: South 10 Feet of Public Sondroy Sewer Enament
d: 10 Foot Wide Public Utility Enament
c: 3 Foot by 10 Foot Public Utility Enament
f: 7 Foot Wide Public Utility Enament
f: 92 Foot Wide Public Utility Enament
h: Public Utility Enament
h: 90 Foot by 35 Foot Public Wider Neter Reternant
h: Public Utility Enament

© Essement, and incidental purposes thereto, granted to Public Service Company of New Mactico. On the Mactico Chrystophin, and The Authorities Telephone and Telephon Company, a Colorado Barriero Company, and the Company, a Colorado 815, as Date, Mariel Syldyi, necessarial Elemental Courte, Blath. Page Mactico. Nam does not appear to offset subject property, item is not potited hereon.

© Essement, and incidental purposes thereto, granted to Public Service Company of New Mexico. In New Mexico Composito, and The Mountain States Telephone and Telegraph Company, o Colorado Composition, recorded January 23, 1982 in Besch Mars. 208, Page 1897 on Drc., No. 92, 4694, records of Bernallito County, New Maxico, Inon orlects assighed polyphy. Lenn s polytical breach.

Ecasment Encroachment Agreement, recorded July 24, 1985 in Book Misc. 2524, Page 174 os Document No. 85 59617, records of Bernoello County, New Mexico, Item no longer appears to affect subject property. Item is not plotted hereon.

**©** 

(ii) Underground Essament, and incidential purposes threito, granted to the Public Service Company of New Nesto, a New Nestico Corporation and The Marnichin States Felephone and Telegraph Company, a calcurate Corporation, recorded Septamber 16, 1988 in Book Mac. Calcurate 1991 on Doc. Ne. 8894240, records of Bernellin County, New Martico. Inner artists analysis properly, Lann b political hereon.

3 Gesement, ond incidental purposes therefor, grouted to Public Service Company of New Marcico, o New Marcia Cooprostion, and This Mountain States Helphone and Telegraph Company, a Colorado Corporation, recorded April 2, 1992, in Book 92–72, Page 9280 os Doc. No. 920394, records of Bernellilo County, New Marico, Item diffects subject properly. Item is political bereon.

© Essemant, and incidental purposes therefo, granted to Public Services (On Company of New Mexico, Carlos Mexico Corporatillon, and U.S. West Communications, a Colorado Corporation, recorded November 6, 1936 in Book 59-29, Page 28244 as Doc. No. 98121316, records 1936 Bennatio County, New Mexico, Item affects subject property, Item is pioted hereon.

(a) Any consequences and/or disputes arising as to property described in Schedule Yv, hercin, not being assessed as it is being conveyed. Item affects subject property. Item is not plotted hereon, Item is blanket in noture. (9) Use Restriction as contained in Special Warranty Deed recorded September 6, 2019 as Document No. 201907(5695, records of Bernoillio County), New Mactico. Item affects subject property. Item is not plotted hereon. Item is blanket in nature.

Any consequences resulting in any violation of the New Mexico 3) subdivision Act. Hern affects subject property. Item is not plotted hereon. Item is blanket in nature.

② Deviation of fencing inside the northerly and southwesterly portions of the insured premises as shown on ALTA /NSPS Land Title Survey, prepared by Thomas D. Johnston Licases No. 14259 detect August 1, 2024, Item affects subject property, Item is plotted hereon.

BASIS OF BEARINGS:

Beorings shown hereon are New Mexico Stale Plane Grid, based on Albuquerque Control System Manumentation, All beorings and distances are "field measured. Record bearings and/or distances are shown in parentheses.

FLOOD INFORMATION:

This properly does lie in an area covered by a formal F.E.M. Road Study. Properly lies with 2 roan. Y' (No. Fload Hazard) and is not subject to 100-year (Incal hazards etelence Flood Insurance Ratie May Abstracture). Beamilie County No. Mer Medico. Pronel 350002 0129 H; Effective Date: August 16, 2012.

Note: North Diversion Channel lies within Flood Zone A (No Base Flood Elevation)

STATEMENT OF ENCROACHMENTS:

(A) THERE ARE NO EDIFICIAL ENGROACHMENTS AT THE TIME OF THIS SURVEY.

	-	- Contraction			
	\$	*	ž	3.	( C12 )
	S 82" +2" 14" W	14.36.41	684.00	174,83	Ω 2
	¥	H,	N.	A.A.	(01)
	H 81' 04' 53" E	5' 35' 14'	2906.57	261.75	9
	N 89" 49" 52" W	0" 51" 02"	2905.57	4214	(00)
	H 89" 59" 52" W	0' 51' 01"	2905.57	43.12	8
	H 38" 52" 21" W	6' 06' 48'	2051.50	218.90	(8)
N	N 38 52 24" W	6. 04. 49.	2051.50	218.89*	2
	N 28' 27' 34" W	14' 42' 06'	150.00	38.49	9
	N 28' 27' 57" W	14' 42' 01"	150,00	38.49	8
	5 27 28 15 E	17 47 44	150,00	33.25	(0)
	5 27 28' 16' E	12' 42' 41"	150,00	33.28	9
Ī	H 31' 59' 18" W	3' 40' 32"	2043.00	131.08"	3
	N 31' 59' 30" W	3. 40, 14.	2043.00	130.86	8
	S 63' 22' 48' E	53" 14" 53"	484.00	449.76	3
	5 63" 22" 25" €	SG 13' 51"	484.00	449.66'	8
	3 .00. 56. 19 H	16' 00' 50"	684.00	191.17	9
	N 82" 01" 23" E	16' 00' 21"	684.00	191.08	2
	S 56' 14' 15" W	24' 30' 20"	716.00	308.24	(0)
	S 86" 14" 01" W	24" 29' 58"	716.00	306.16	2
	S 85° 30° 06° E	7' 59' 05"	954.00	137.14'	(0)
-	S 85' 31' 43' E	7 58 45	984.00	137.03	ន
	S 83' 22' 15" W	10' 07' 10"	2905.37	51135	( g
	S 83' 21' 44' W	10' 08' 57'	2906.57	513.17	Ω
СНОЯ	CHORD BEARING	DELTA ANGLE	RADIUS	ARC LENGTH	CURVE#
		בייטאני יאטרב	2		

## SURVEYOR'S NOTES:

Ingress and Egress to the subject property is provided by Son Maleo Boulevard N.E. and Jefferson Street, N.E. dedicated and accepted Rights-of-Way maintained by the City of Abuquerque.

2. The title lines and actual possession lines are the same.

. Monumentation recovered, accepted or set is as noted hereon. The subject property is not served and is not serviced by any adjoining property for drainage, ingress and egress except as shown.

. Public Utility Easements as noted:

o. 20' Wide Sanitary Sewer Easement (17,444.49 sq.ft.)
b. 20' Wide Storm Drain Easement (2,172.31 sq.ft.)
c. 20' Wide Storm Drain Easement (13,788.66 sq.ft.) Inrecorded at the time of this survey. Easements are displayed hereon at the client's request and are for reference only.

			£	ž	( (12 )
	S 62' 42' 14' W		684.00	174.83	Ω 2
	*	¥	¥	A.A.	( (11)
	H 81' 04' 53" E	5' 35' 14'	2906.57	261.75	2
43.14	N 89' 49' 52" W	0" 51" 02"	2905.57	4214	( 00)
43.12	H 89' 59' 52" W	0' 51' 01"	2905.57	43.12	8
218.79	H 38" 52" 21" W	6' 06' 48'	2051.50	218.90	3
218.79	N 38" 52" 24" W	8: 06: 48	2051.50	218.89*	8
38.36	N 28" 27" 34" W	14. 42, 08,	150.00	38.49	8
38.36	N 28' 27' 57" W	14' 42' 01"	150,00	38.49	8
	S 27 28 13' E	17 17 44	150,00	33.25	9
	5 27 28' 16' E	12' 42' 41"	150,00	33.28	9
	H 31' 59' 16" W	3. 40, 32,	2043.00	131.08	3
130.85	N 31' 59' 30" W	3. 40. 14.	2043.00	130.88	8
	S 63' 22' 40' E	SJ: 14" SJ.	484.00	449.76	3
	5 63" 22" 25" E	SG 13' 51'	484.00	449.66'	8
	3.00.56.19 H	16' 00' 50"	684.00	191.17	9
	N 82" 01" 23" E	16' 00' 21"	684.00	191.08	2
307.81,	S 86' 14' 15' W	24' 30' 20"	715.00	308.24	8
303.83	S 86" 14" 01" W	24' 29' 58"	716.00	306.16	8
137.03	S 85° 30° 06° E	7' 59' 05"	954.00	137.14	3
	3 ,57 ,15,58 S	7 58' 45'	984.00	137.03	ន
	S 83" 22" 15" W	10' 07' 10"	2905.57	51135	(0)
	S 83' 21' 44' W	10' 08' 57'	2906.57	513.17	ū
CHORD LENGTH	CHORD BEARING	DELTA ANGLE	RADIUS	ARC LENGTH	CURVE #
		CURVE TABLE	CL		

SITE RESTRICTIONS:
SETBACKS (MANULU):
SETBACKS (MAN

PARKING (WEST 21.04 ACRES):
665 STANDARD SPACES
0 HANDROPPED SPACES
1 NOTRACTICE SPACES
1 OTHER SPACES

AREA (WEST 21.04 ACRES): 916,502.40 sq. ft 21.0400 Acres AREA (TRACT 1-A-1-A):
2.598.442.83 sq. ft
59.6520 k/rs

SITE RESTRICTIONS ARE AVAILABLE FROM CITY OF ALBUQUERQUE ZONING CODE.
CITY OF ALBUQUERQUE ZONING DEPARTMENT (505) 924—3880.

LIGHT MANUFACTURING ZONE DISTRICT (NR-LM)

ZONE: NON-RESIDENTIAL

# (BIVER), City of Abbuquerque (LENDER), TBD (TITLE COMPANY), Stewart Title of Abbuquerque, LLC (UNDERWRITER), Stewart Title Guaronty Company URVEYOR'S CERTIFICATION:

This is to certify that this map or plat and the survey on which it is based were made in accordance with Machinen Standard Until Requirements for ALTA/MSPS Land Title Surveys", jointly satisfaints and coloped by ALTA and MSPS in 2021, and finited literal, 2, 3, 4, 6, 7, 8, 9, 10 & 11(0) (location of utilities per visible, above-spound, one-list desarrowing) of Totale A. hereof. Presunt town-spound can relate desarrowing of Totale A. hereof. Presunt and in affect on the date of this certification, undexigned ACSM certifies that the Positional Merchandelies resulting from the survey measurements made on the survey do not exceed the ollowable Positional Merchandelies resulting from the survey.



Thomas D. Johnston, NUPS 14269

Company of the second

August 1, 2024

SURVEYING INC

1609 2nd Street, N.W., Albuquerque, NM 87102 Phone: (505) 255-2052 Fax: (505) 255-2887

Date of Survey: July 2024 Draftsmon: T R J
Date of Last Revision: 8/18/24 Job No.: ALTA-8-02-2024

SHEET 1 UF 4

VICINITY MAP

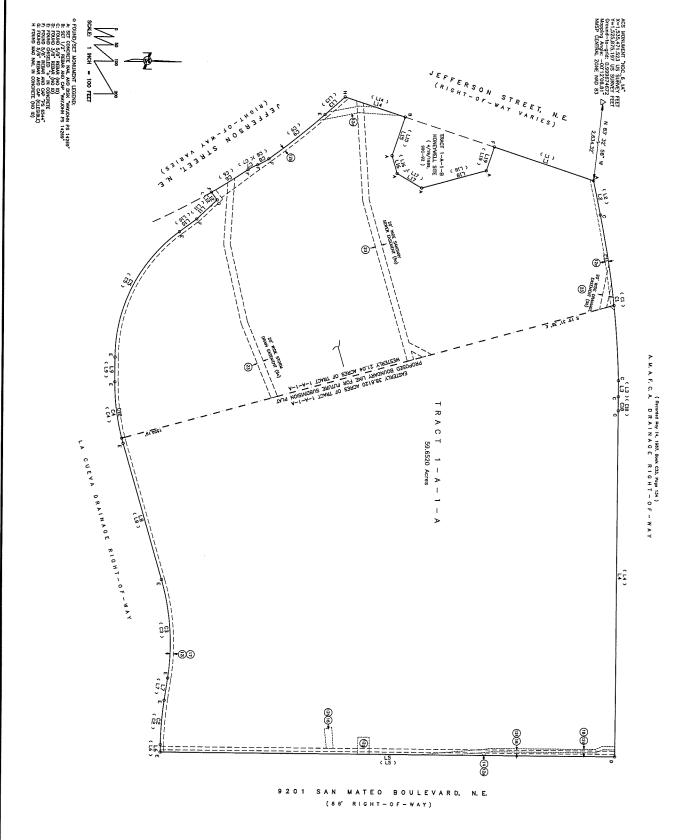
19504 **HESTA** ñ 1350 1 ORDEN OF 21

Sate.

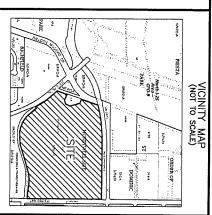
DOMINIC

25.50 4.010

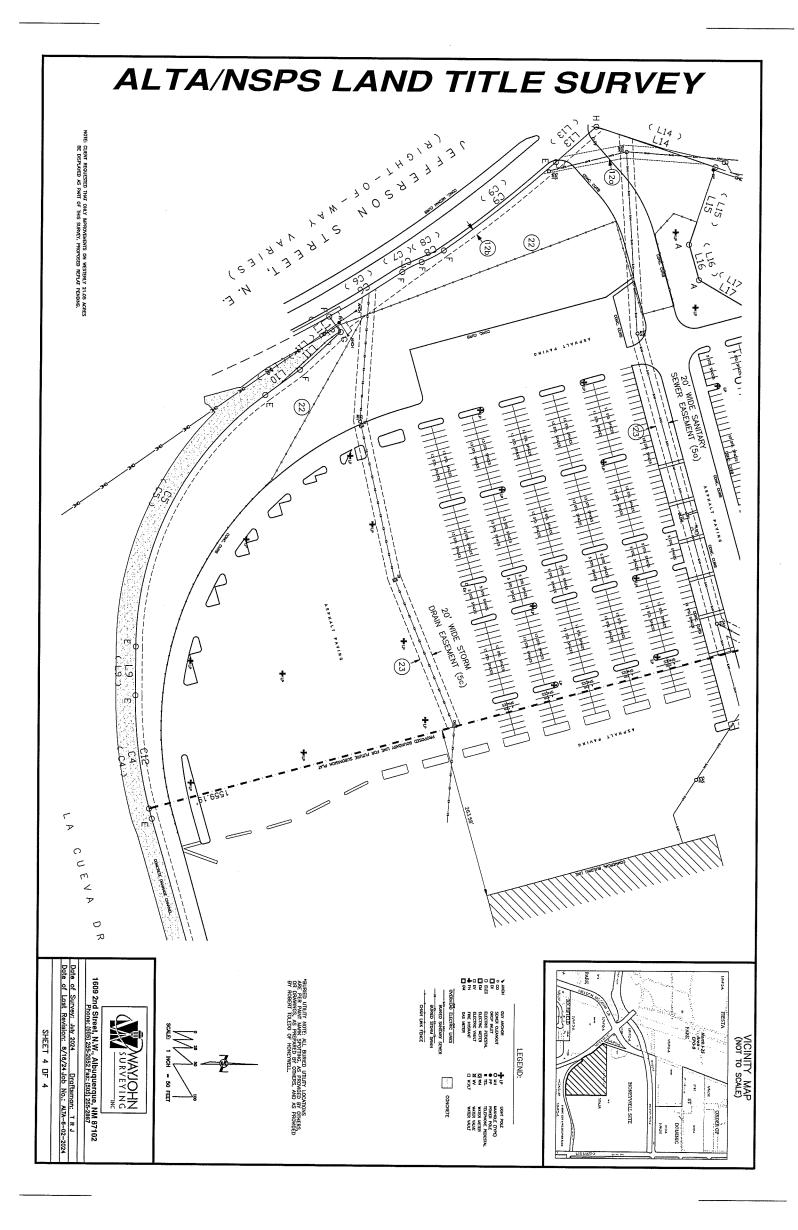
## ALTA/NSPS LAND TITLE SURVEY



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SURVEY OF THE SURVEY



# ALTA/NSPS LAND TITLE SURVEY JEFFERSON (RIGHT-OF-WAY VARIES) Ν. *ε*. TRACT 1-A-1-B ASPHALT PAVING Z $\triangleright$ $\bigcirc$ Date of Survey: July 2024 Draftsman: TR J Date of Last Revision: 8/18/24 Job No.: ALTA-6-02-2024 1609 2nd Street, N.W., Albuquerque, NM 87102 Phone: (505) 255-2052 Fax: (505) 255-2887 SHEET 3 OF 4 VICINITY MAP (NOT TO SCALE)



#### THIS DOCUMENT SIGNED IN COUNTERPARTS

#### **EASEMENT AGREEMENT**

This EASEMENT AGREEMENT (the "Agreement") is made and entered into this day of August, 2024 by and between the City of Albuquerque, a New Mexico municipal corporation, and its heirs, successors and assigns (collectively, the "Grantor"), and Sanprevest, LLC, a New Mexico limited liability company, and its successors and assigns (collectively, the "Grantee"). In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

- Grant of Easement. Grantor hereby grants and conveys to Grantee and Grantee's employees, contractors, agents, and representatives, a perpetual non-exclusive easement and right of way in, on, along, under and over that certain real property of Grantor being more particularly described in the attached Exhibit A ("Easement Legal Description") and Exhibit B ("Survey") (describing and showing the "Easement Property") to: (a) enter upon and, at Grantee's sole cost, to survey, construct, install, operate, use, maintain, test, inspect, modify, change the size of, repair, replace, renew, relocate, re-construct, and remove improvements related to Grantee's operation of a sanitary sewer and storm drainage ("System"), together with all necessary and convenient valves, pipes, meters, markers, lines, covers, manholes, equipment, appurtenances, appurtenant structures, and connections attached thereto (collectively, the "Facilities"); (b) operate, maintain, repair and replace the Facilities in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the System. Grantor further grants to Grantee, and Grantee's employees, contractors, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property and adjoining lands of Grantor for access to the Facilities and the use and enjoyment of the Easement Property as permitted by this Agreement; provided that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property. Grantor retains the right to tie into the System, at its own cost, at a later date subject to the approval of the ABCWUA, provided, however, that any tie into the System by Grantor shall not reduce the functionality and appropriateness for the use of Grantee's purposes and after any tie into the System by Grantor, the obligations, burdens, and costs set forth in Section 4 and Section 5 of this Agreement shall change from Grantee to Grantor.
- 2. **Temporary Construction Easement.** Grantor hereby grants to Grantee and Grantee's employees, contractors, agents, and representatives, a temporary easement over such additional portions of the lands of Grantor adjacent to the Easement Property as is available and reasonably necessary for equipment and materials. Grantee agrees to provide written notice to Grantor two (2) weeks prior to any intended exercise of the rights granted in this Section 2 of this Agreement. Grantee shall not have access, except under exceptional circumstances, for the following periods every year: a) The two (2) days prior to Memorial Day through the two (2) days after Memorial Day; b) July 1<sup>st</sup> through July 5<sup>th</sup>; and c) September 1<sup>st</sup> through October 31<sup>st</sup>. As used herein, "exceptional circumstances" shall include, without limitation, an event of flooding or if utilization of the System for Grantee's purposes would result in flooding.
  - 3. Grantor's Rights and Obligations. Subject to the express limitations in Section

3 of this Agreement, Grantor reserves the right to use and enjoy the Easement Property for purposes which are not inconsistent with the rights and privileges granted under this Agreement.

- a. Grantor shall not (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Easement Property; or (ii) change the grade of the Easement Property by more than 36 inches without prior written authorization from Grantee, which authorization may be granted or withheld in Grantee's sole discretion; provided, however, that the limitation in item (i) above shall not prohibit Grantor's erection, construction, installation or maintenance of landscaping, driveways, curbs, sidewalks, pavement or parking spaces to the extent that such improvements do not change the grade of the Easement Property by more than 36 inches.
- b. Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Premises; provided, however, that any such easement shall (i) be granted subject to the easement granted in this Agreement and shall not materially interfere with the rights granted under this Agreement; and (ii) not allow for the location of any facilities or improvements within 10 feet to either side from the centerline of the Facilities.
- 4. **Maintenance and Repair.** Grantee, at its sole cost, shall maintain, repair, replace, and service the Facilities as reasonably necessary for the safe and efficient operation of the System, but have no obligation to maintain the surface of the Easement Property. Grantor, at its sole cost, shall maintain the Easement Property so that Grantee's rights under this Agreement and the Facilities (both surface and subsurface occupancies, as applicable) are not disturbed, including, without limitation, the care of grass, the mowing of grass or weeds, the removing of silt, debris, and any other obstruction to the free and unobstructed use of the Easement Property by Grantee.
- 5. **Restoration.** After completion of any work contemplated or permitted by this Agreement within and upon the Easement Property, Grantee, at its sole cost, shall restore the Easement Property or applicable portion thereof as nearly as practicable to substantially its condition existing immediately prior to the commencement of the work by Grantee. In addition, Grantee agrees that in connection with its use of the Easement Property, Grantee shall, at its sole cost, promptly repair any damage caused to the Easement Property, the improvements located thereon, or any adjacent real or personal property of Grantor as a result of Grantee's exercise of the rights granted by this Agreement; provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage. For the avoidance of doubt, Grantee shall not be obligated to repair any damage to any improvements located on the Easement Property, or any adjacent real property of Grantor to the extent such improvements were constructed, erected or otherwise placed on or about the Easement Property in violation of the terms and conditions of this Agreement.
- 6. **Perpetual Easement.** The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which touch and concern the Easement Property. The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall bind Grantor and its grantees, successors, and assigns, and inure to the benefit of Grantee and its grantees, successors, and assigns.

Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico. The section headings or captions are included only for convenience, and shall not be construed to modify, limit or otherwise affect the covenants, terms or provisions of any section of this Agreement. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision. This Agreement represents the entire understanding between Grantor and Grantee with respect to the subject matter hereof, and except as otherwise expressly identified in this Agreement, no other agreements or promises, oral or written exists between them. This Agreement may be modified or released only by the express, written consent of both Grantor and Grantee, duly recorded, and any such modification, when duly recorded, shall run with the Easement Property.

**TO HAVE AND TO HOLD** the easements provided herein, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, and its respective successors and permitted assigns, forever.

[Signatures appear on the following pages.]

**IN WITNESS WHEREOF,** Grantor and Grantee have signed, sealed and delivered this Agreement as of the day and year first set forth above.

GRANTOR: CITY OF ALBUQUERQUE, A NEW MEXICO	O MUNICIPAL CORPORATION
C	
Samantha Sengel, EdD	
Chief Administrative Officer	
Date:	
Date.	
THE STATE OF NEW MEXICO	
COUNTY OF BERNALILLO	
COUNT I OF BERNALIEEO	
This instrument was acknowledged before me on	, 2024, by
, as	of the City of
Albuquerque, on behalf of said Grantor.	
NOTA DV DITUIG CO CN M	
NOTARY PUBLIC, State of New Mexico	

#### **GRANTEE:**

SANPREVEST, LLC a New Mexico limited liability company

By: \_\_\_\_\_

Name: 3 Ilya Klein

Title: President

THE STATE OF NEW MEXICO

COUNTY OF BERNALILLO

§ § §

This instrument was acknowledged before me on the 16th day of August, 2024, by 11/9 Aleksandr klein, 1725, 2024, by of Sanprevest, LLC, a New Mexico limited liability company, on behalf of said Grantee.

NOTARY PUBLIC, State of New Mexico

Nevada M

Blake Burney
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 19-7381-01
My Appt. Expires September 12, 2027

#### **EXHIBIT A**

#### TO EASEMENT AGREEMENT

#### **Easement Legal Description**

#### 20' WIDE PUBLIC SANITARY SEWER EASEMENT METES AND BOUNDS

A twenty-foot (20') wide public sanitary sewer easement, located within a parcel of land containing the westerly 21.04 acres of Tract 1-A-1-A (hereinafter called subject parcel), of the Honeywell Site, Albuquerque, New Mexico, as the same is shown and recorded on the plat thereof, filed in the Office of the County Clerk of Bernalillo County on April 19, 1989, in Plat Book 99C, Page 92, being more particularly described as follows:

Beginning for a tie at the southwest property corner of Tract 1-A-1-B of the Honeywell Site, Albuquerque, New Mexico, as the same is shown and recorded on the plat thereof, filed in the Office of the County Clerk of Bernalillo County on April 19, 1989, in Plat Book 99C, Page 92, S 18° 18' 36" W, 135.18 feet to the northwest corner of 20 foot wide public sanitary sewer easement, a point located on the westerly property line of subject parcel, and point of beginning;

THENCE, leaving the westerly property line of subject parcel, continuing along the northerly edge of 20 foot wide public sanitary sewer easement, N 86° 09′ 29" E, 297.52 feet to a point;

THENCE, continuing along the northerly edge of 20 foot wide public sanitary sewer easement, N 74° 08' 23" E, 455.49 feet to a point;

THENCE, continuing along the northerly edge of 20 foot wide public sanitary sewer easement, N 27° 33' 48" E, 79.25 feet to the northeast corner of 20 foot wide public sanitary sewer easement, a point located on the easterly property line of subject parcel;

THENCE, continuing along the easterly edge of 20 foot wide public sanitary sewer easement and easterly property line of subject parcel, S 15° 31' 38" E, 29.28 feet to a point;

THENCE, leaving the easterly property edge of subject parcel, continuing along the southerly edge of 20 foot wide public sanitary sewer easement, S 27° 33′ 48″ E, 38.86 feet to a point;

THENCE, continuing along the northerly edge of 20 foot wide public sanitary sewer easement, N 74° 08′ 23" E, 26.55 feet to a point located on the easterly property line of subject parcel;

THENCE, continuing along the easterly edge of 20 foot wide public sanitary sewer easement and property line of subject parcel, S 15° 31' 38" E, 20.00 feet to the southeast corner of 20 foot wide public sanitary sewer easement;

THENCE, leaving the easterly property line of subject parcel, continuing along the southerly edge of 20 foot wide public sanitary sewer easement, S 74° 08' 23" W, 511.57 feet to a point;

THENCE, continuing along the southerly edge of 20 foot wide public sanitary sewer easement, S 86° 09′ 29" W, 307.77 feet to a point located on the westerly property line of subject parcel;

THENCE, continuing along the westerly edge of 20 foot wide public sanitary sewer easement and westerly property line of subject parcel, N 18° 18' 36" E, 21.59 feet to the northwest corner of the 20 foot wide public sanitary sewer easement and point of beginning, containing 17,444.49 square feet (0.4005 acres), more or less.

EXHIBIT B

TO EASEMENT AGREEMENT

Survey

#### **EASEMENT AGREEMENT**

This EASEMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of August, 2024 by and between the City of Albuquerque, a New Mexico municipal corporation, and its heirs, successors and assigns (collectively, the "Grantor"), and Sanprevest, LLC, a New Mexico limited liability company, and its successors and assigns (collectively, the "Grantee"). In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

- Grant of Easement. Grantor hereby grants and conveys to Grantee and Grantee's employees, contractors, agents, and representatives, a perpetual non-exclusive easement and right of way in, on, along, under and over that certain real property of Grantor being more particularly described in the attached Exhibit A ("Easement Legal Description") and Exhibit B ("Survey") (describing and showing the "Easement Property") to: (a) enter upon and, at Grantee's sole cost, to survey, construct, install, operate, use, maintain, test, inspect, modify, change the size of, repair, replace, renew, relocate, re-construct, and remove improvements related to Grantee's operation of a sanitary sewer and storm drainage ("System"), together with all necessary and convenient valves, pipes, meters, markers, lines, covers, manholes, equipment, appurtenances, appurtenant structures. and connections attached thereto (collectively, the "Facilities"); (b) operate, maintain, repair and replace the Facilities in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the System. Grantor further grants to Grantee, and Grantee's employees, contractors, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property and adjoining lands of Grantor for access to the Facilities and the use and enjoyment of the Easement Property as permitted by this Agreement; provided that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property. Grantor retains the right to tie into the System, at its own cost, at a later date subject to the approval of the ABCWUA, provided, however, that any tie into the System by Grantor shall not reduce the functionality and appropriateness for the use of Grantee's purposes and after any tie into the System by Grantor, the obligations, burdens, and costs set forth in Section 4 and Section 5 of this Agreement shall change from Grantee to Grantor.
- 2. **Temporary Construction Easement.** Grantor hereby grants to Grantee and Grantee's employees, contractors, agents, and representatives, a temporary easement over such additional portions of the lands of Grantor adjacent to the Easement Property as is available and reasonably necessary for equipment and materials. Grantee agrees to provide written notice to Grantor two (2) weeks prior to any intended exercise of the rights granted in this Section 2 of this Agreement. Grantee shall not have access, except under exceptional circumstances, for the following periods every year: a) The two (2) days prior to Memorial Day through the two (2) days after Memorial Day; b) July 1<sup>st</sup> through July 5<sup>th</sup>; and c) September 1<sup>st</sup> through October 31<sup>st</sup>. As used herein, "exceptional circumstances" shall include, without limitation, an event of flooding or if utilization of the System for Grantee's purposes would result in flooding.
  - 3. Grantor's Rights and Obligations. Subject to the express limitations in Section

3 of this Agreement, Grantor reserves the right to use and enjoy the Easement Property for purposes which are not inconsistent with the rights and privileges granted under this Agreement.

- a. Grantor shall not (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Easement Property; or (ii) change the grade of the Easement Property by more than 36 inches without prior written authorization from Grantee, which authorization may be granted or withheld in Grantee's sole discretion; provided, however, that the limitation in item (i) above shall not prohibit Grantor's erection, construction, installation or maintenance of landscaping, driveways, curbs, sidewalks, pavement or parking spaces to the extent that such improvements do not change the grade of the Easement Property by more than 36 inches.
- b. Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Premises; provided, however, that any such easement shall (i) be granted subject to the easement granted in this Agreement and shall not materially interfere with the rights granted under this Agreement; and (ii) not allow for the location of any facilities or improvements within 10 feet to either side from the centerline of the Facilities.
- 4. **Maintenance and Repair.** Grantee, at its sole cost, shall maintain, repair, replace, and service the Facilities as reasonably necessary for the safe and efficient operation of the System, but have no obligation to maintain the surface of the Easement Property. Grantor, at its sole cost, shall maintain the Easement Property so that Grantee's rights under this Agreement and the Facilities (both surface and subsurface occupancies, as applicable) are not disturbed, including, without limitation, the care of grass, the mowing of grass or weeds, the removing of silt, debris, and any other obstruction to the free and unobstructed use of the Easement Property by Grantee.
- Agreement within and upon the Easement Property, Grantee, at its sole cost, shall restore the Easement Property or applicable portion thereof as nearly as practicable to substantially its condition existing immediately prior to the commencement of the work by Grantee. In addition, Grantee agrees that in connection with its use of the Easement Property, Grantee shall, at its sole cost, promptly repair any damage caused to the Easement Property, the improvements located thereon, or any adjacent real or personal property of Grantor as a result of Grantee's exercise of the rights granted by this Agreement; provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage. For the avoidance of doubt, Grantee shall not be obligated to repair any damage to any improvements located on the Easement Property, or any adjacent real property of Grantor to the extent such improvements were constructed, erected or otherwise placed on or about the Easement Property in violation of the terms and conditions of this Agreement.
- 6. **Perpetual Easement.** The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which touch and concern the Easement Property. The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall bind Grantor and its grantees, successors, and assigns, and inure to the benefit of Grantee and its grantees, successors, and assigns.

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Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico. The section headings or captions are included only for convenience, and shall not be construed to modify, limit or otherwise affect the covenants, terms or provisions of any section of this Agreement. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision. This Agreement represents the entire understanding between Grantor and Grantee with respect to the subject matter hereof, and except as otherwise expressly identified in this Agreement, no other agreements or promises, oral or written exists between them. This Agreement may be modified or released only by the express, written consent of both Grantor and Grantee, duly recorded, and any such modification, when duly recorded, shall run with the Easement Property.

**TO HAVE AND TO HOLD** the easements provided herein, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, and its respective successors and permitted assigns, forever.

[Signatures appear on the following pages.]

**IN WITNESS WHEREOF,** Grantor and Grantee have signed, sealed and delivered this Agreement as of the day and year first set forth above.

GRANTOR: CITY OF ALBUQUERQUE, A NEW MEXICO MUNICIPAL CORPORATION

Samantha Sengel, EdD

Chief Administrative Officer

Date:

THE STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on fleguest 18, 2024, by Samontha Sencel, as while City of Albuquerque, on behalf of said Grantor.

NOTARY PUBLIC, State of New Mexico

REYLENE GARCIA Notary Public State of New Mexico Commission # 1101723 My Comm. Expires Aug 19, 2025

GRANTEE:
SANPREVEST, LLC a New Mexico limited liability company
By:
Name:
Title:
THE STATE OF NEW MEXICO
COUNTY OF BERNALILLO  §  §  §
This instrument was acknowledged before me on the day of, 2024, by  of Sanprevest, LLC, a New Mexico limited
of Sanprevest, LLC, a New Mexico limited liability company, on behalf of said Grantee.
NOTARY PUBLIC, State of New Mexico

#### **EXHIBIT A**

#### TO EASEMENT AGREEMENT

#### Easement Legal Description

#### 20' WIDE PUBLIC SANITARY SEWER EASEMENT METES AND BOUNDS

A twenty-foot (20') wide public sanitary sewer easement, located within a parcel of land containing the westerly 21.04 acres of Tract 1-A-1-A (hereinafter called subject parcel), of the Honeywell Site, Albuquerque, New Mexico, as the same is shown and recorded on the plat thereof, filed in the Office of the County Clerk of Bernalillo County on April 19, 1989, in Plat Book 99C, Page 92, being more particularly described as follows:

Beginning for a tie at the southwest property corner of Tract 1-A-1-B of the Honeywell Site, Albuquerque, New Mexico, as the same is shown and recorded on the plat thereof, filed in the Office of the County Clerk of Bernalillo County on April 19, 1989, in Plat Book 99C, Page 92, S 18° 18' 36" W, 135.18 feet to the northwest corner of 20 foot wide public sanitary sewer easement, a point located on the westerly property line of subject parcel, and point of beginning;

THENCE, leaving the westerly property line of subject parcel, continuing along the northerly edge of 20 foot wide public sanitary sewer easement, N 86° 09' 29" E, 297.52 feet to a point;

THENCE, continuing along the northerly edge of 20 foot wide public sanitary sewer easement, N 74° 08′ 23" E, 455.49 feet to a point;

THENCE, continuing along the northerly edge of 20 foot wide public sanitary sewer easement, N 27° 33' 48" E, 79.25 feet to the northeast corner of 20 foot wide public sanitary sewer easement, a point located on the easterly property line of subject parcel;

THENCE, continuing along the easterly edge of 20 foot wide public sanitary sewer easement and easterly property line of subject parcel, S 15° 31' 38" E, 29.28 feet to a point;

THENCE, leaving the easterly property edge of subject parcel, continuing along the southerly edge of 20 foot wide public sanitary sewer easement, S 27° 33′ 48″ E, 38.86 feet to a point;

THENCE, continuing along the northerly edge of 20 foot wide public sanitary sewer easement, N 74° 08' 23" E, 26.55 feet to a point located on the easterly property line of subject parcel;

THENCE, continuing along the easterly edge of 20 foot wide public sanitary sewer easement and property line of subject parcel, S 15° 31' 38" E, 20.00 feet to the southeast corner of 20 foot wide public sanitary sewer easement;

THENCE, leaving the easterly property line of subject parcel, continuing along the southerly edge of 20 foot wide public sanitary sewer easement, S 74° 08' 23" W, 511.57 feet to a point;

THENCE, continuing along the southerly edge of 20 foot wide public sanitary sewer easement, S 86° 09' 29" W, 307.77 feet to a point located on the westerly property line of subject parcel;

and the second of the second

THENCE, continuing along the westerly edge of 20 foot wide public sanitary sewer easement and westerly property line of subject parcel, N 18° 18' 36" E, 21.59 feet to the northwest corner of the 20 foot wide public sanitary sewer easement and point of beginning, containing 17,444.49 square feet (0.4005 acres), more or less.

EXHIBIT B

TO EASEMENT AGREEMENT

Survey

### ALTA/NSPS LAND TITLE SURVEY

HEKEC, continuing along the notherly property line of the portion herein described, a care to the light, having a rodius of 2805.57 feet, on are length of 281.75 feet, and internal ougle of \$ 33 14°, a chord bearing of N 810 4 35°E, a distance of 281.54 feet, to the northeest corner of the portion herein described; THENCE, continuing along the southerly property line of the portion herein described, N 89° 59° 16°W, 75.25 feet to a point of curvature; PIRECE, continuing along the southerly property line of the portion them on our tength of 174,83 feet, and internal maps of 174,38 feet, and internal maps of 174,38 feet, and channel maps of 174,35 feet, to a point bearing of 5 82 42 14 W, a distance of 174,35 feet, to a point dispenser; THENCE, cantinuing along the easterly property line of the partian herein described, S 15' 31' 38'E, 1559,19 feet to the southeast corner of the partian herein described; THENCE, continuing along the northerly property line of the partion rerein described, N 78° 18° 38°E, 106.72 feet to a point of curvature; beginning at the northwest corner of the portion herein described, also being the northwest corner of Tract 1—A—1—A of the Honeywell Site; A proposed vesterly portion of Tract 1-A-T-A of the thoneywell Site, bloquerque, twe Mexico, as the some is shown out recorded on the old thereof, lifted in the Office of the County Clerk of Bernoillio County no April 19, 1989, in Plot Book 99C, Page 92, as more particularly searched os follows: ESTERLY 21.04 ACRES LEGAL DESCRIPTION:

PREVCE, continuing along the southerly property line of the partian therein described, a curve to the right, howing a radius of 484.00 feet, on are length of 449.65 feet, and internal length of 32° 13° 5°; a chard bening of N 53° 22° 25°W, a distance of 433.65 feet, to a point of tangency; THENCE, continuing along the westerly property line of the portion herein described, N 36° 45° 41°W, 65.34 feet to a point;

HEVECE, continuing along the westerly properly line of the portion herein described a curve to the left, knowing a roduc of 2043,00 feet, and relegish of 130,88 feet, and laternal targle of 03' 40' 14', a charm bearing of N 31' 59' 30" N, a distance of 130,05 feet, to a point of reverse curvature: THENCE, continuing along the southerly property line of the portion herein described, S. 53'.14' 25'W;-29.62' feet to a point; THENCE, continuing along the westerly property line of the portion herein described, N 43' 31' 05'W, 84.97 feet to a point;

PHEVEC, continuing along the westerly properly line of the portion herein described, a cavel to the sight, having a redius of 150,00 feet, on orc traph of 132.08 feet, and internal angle of 12.42.41, a chard bening of N.27.28 1614, a distance of 33.21 feet, to a point of reverse currenture.

HREACE, continuing along the westerly properly line of the parties herein described, a curve in the right, hereing a radius of 2021,50 feet, an archaelth of 208,90 feet, and internal angle of 06' 06' 48', a chard bearing of N 35' 52' 24' W, a distance of 218,78 feet, to a point of targency: PHENCE, continuing along the westerly properly line of the portion herein described, a curve to the Helt hooking a radius of 150,000 test, not releasible of 38,49 test, and internal angle of 14 \* 42' 01', a chard booking of 1 \* 28' 25' 14', a distance of 38,38 fest, to a point of compound curvature;

THENCE, continuing along the westerly property line of the portion herein described, N 41° 55′ 48°W, 82.39 feet to a point;

PRESCE, continuing along the washing properly line of the parties herein described, N IE IF 3.5E, 19.3.5E feet to the comment properly comment of text 1–A-1–B, becapied Site, Absolutegate, New Monko, as the same is shown out designated on the polit branch, filed in the Office of the County Cinck of Bertaillio County, New Marico, on April 19, 1989, in Pal Book 800, Fig. 92 52. THENCE, continuing along the southerly property line Tract 1-A-1-B, Honeywell Site, S 71' 41' 24'E, 125.49 feet to the southeast property corner of Tract 1-A-1-B;

THENCE, continuing along the easterly property line of Tract 1—A-1—B, Honeywell Site, described, N 15°09°40°W, 204.72 feet to a point; THENCE, continuing along the easterly property line of Tract 1—A—1—B, Honeywell Site, described, N 29° 50° 20° E, 86.89 feet to a point; THENCE, continuing along the easterly property line of Troct 1—A—1—B, Haneywell Site, described, N 73 50' 10'E, 56.70 feet to a point;

THENCE, continuing clong the northerly property line of Tract 1-A-1-B, Honeywell Site, described, N 71° 41° 24°W, 76.70 feet to the northwest property comer of Tract 1-A-1-B, Haneywell Site; THENCE, conlinuing along the westerly edge of the partion herein described, N 16' 18' 35' E, 321.52' feet to the northwest carner property corner of the partion herein described and point of beginning, contoining 21.04 cares, more or less.

> STEWART TITLE OF ALBUQUERQUE, LLC COMMITMENT NO. 2301476 EFFECTIVE DATE APRIL 12, 2024 AT 8:00 A.M. NOTES CORRESPONDING TO SCHEDULE B:

(ii) Reservations and exceptions in the Potent by the United States America recorded on October 27, 1923, in Book 80, Page 353, records of Bernállis County, New Marico, Item offects subject property. Item is not plotted hereon. Item is blanket in nature.

Casemails and Notes, on shown on the recorded pict, recorded; b) Plot Book CTS, Pope 189; in Plot Book CTY, Pope 199; in Plot Book CTX, Pope 110; in Plot Book CTX, Pope 110; in Plot Book CTX, Pope 134 and in Plot Book CTX Pope 92, recorde of Berneillo County, New Areston, Item olfacts subject property. Item is plotted hereon.

8: 20 Fool Wide Public Sonlary Sewer Essament
bs: 10 Fool Wide Public Sonlary Sewer Essament
ds: 10 Fool Wide Public Sonlary Sever Essament
ds: 10 Fool Wide Public Utility Essament
es: 3 Fool Wide Public Utility Essament
for 7 Fool Wide Public Utility Essament
for 92 Fool Wide Public Utility Essament
https: 42 Fool Wide Public Wider Meter Essament
https: 42 Fool Wide Public Wider Meter Essament

Essenzard, and indicated purposes thereto, greated to Public Service Company of New Auction. a New Busice Comproteion, and The Humbian Stress Telephone and Integraph, Company, a Claimoto Corporation, recorded October 3M, 1981 in Blook Marc. 889, Page 815, on Doc. No.81 57801, neareds of Bernellin County, New Marcha, Illenn does not oppser to offect subject property, Item is not plotted hereon.

⊕ Essement, and indicted purposes thereits, grouted to Public Service Company of New Mexico, o New Mexico Carposolino, and The Mountain States Telephone and Tetagoph Company, a Colorado Carporolcian, Tecarded Johanny 25, 1982 in Back Mars, 508, Pope 1989 on Dos. No. 82 4694, records of Burnalillo County, New Mexico, Inm affects subject peoplety, Burn is pointed breen.

Essement Encroachment Agreement, recorded July 24, 1985 in Book Misc. 2524, Page 174 os Document No. 85 59817, records of Bernañilo County, New Mestico, Item no fourer oppears to affect subject properly. Item is not plotted hereon.

(ii) Undergrand Exement, and incidental purposes thresh granted to public Service Company of the steaker, a ther sheato Corporation, and The Manufain States Telephone and Telegraph Company, on Colorado Corporation, recorded September 16, 1988 in Blook Mac, Colorado Corporation, recorded September 16, 1988 in Blook Mac, New March, Inno nifeta subject peoptry, turn to place thereous, tee March, Inno nifeta subject peoptry, turn to place thereous. ② Essenat, and incidental purposes thereto, granted to Public Service Dempary of New Heatron, a New Heatron Corporation, and The Heatroith Stotes Telephone and Telegraph Company, a Colorado Corporation, recorded Ayal 2, 1289 in Baos 82-7, Page 9280 o Dac, No. 9203040, records of Bernatila County, New Mexico, Item affects subject property. Hear is epiloted herean.

(B) Essement, and incidented purposes, thereto, granted to Public Service Communications, a Calcarda Companion, cond U.S. West Communications, a Calcarda Companion, Services (Companion), and Calcarda Companion, and Calcarda (1996) in Book 198-29, Page 2644 to 50c. No. 381/21316, record of 1996 Bernellin County, New Medico, Item affects subject property, Item is professed present.

(a) Any consequences and/or disputes arising as to properly described in Schedula VY, herein, not being assessed as it is being conveyed. Item offects suchet properly. Item is not plotted hereon. Item is blanket in nature. (9) Use Restriction as contained in Special Warranty Deed recorded September 6, 2019 as Document No. 20190/56059, records of Bernollia County, New Mackico. Item diedet subject property, Item is not plotted hereon. Item is blanket in nature.

Any consequences resulting in any violation of the New Mexico Subdivision Act, Item affects subject property, Item is not plotted hereon. Item is blanket in nature.

Deviotion of fencing inside the northerly and southwesterly portions of the insured premises as shown on ALTA /NSPS Land Title Survey, prepared by Thomass D. Johnston License No. 14269 deted August 1, 2024. Item offects subject property, Item is plotted hereon.

Coannet(s), if ony, due to the existence of light poles, buried sanitary Sever lines and buried Storm Dorin, on shown on. ALTY/NSPS Land Title Survey, prepared by Thomas D. Johnston License No. 14289 dotted August 1, 2024, Item partially offects subject property. See Surveyor's Note 5, this sheet.

(3)

BASIS OF BEARINGS:

Bearings shown hereon are New Mexico State Plane Grid, based on Albuquerque Control System Manumentation. All bearings and distances are filed measured. Record bearings and/or distances are shown in parentheses.

A-Disk

HESTA

ORDEN OF 34.65

pip. in the VICINITY MAP

# FLOOD INFORMATION:

This properly does lie in an orae covered by a formal FEMA.
Flood Study, Properly Les within Zona Y." (The Flood Hazard)
and is not, subject to 1000-year, flood hazards closely, New Manko, Abenquiran, Brandillo Cololly, New Manko,
Ponel 350002 0129 H; Effective Obte. August 16, 2012.

STATEMENT OF ENCROACHMENTS:

(A) THERE ARE NO EDIFICIAL ENCROACHMENTS AT THE TIME OF THIS SURVEY,

: North Diversion Channel lies within Flood Zone A (No Flood Elevation)

(m)	(E)	(U)	(18	(55	G.	(E	댎	( L12 )	(11)	(110)		5 6	(m)	5		(u)	5		(11)	Ξ	Ē G	2	2	6.5	LINE Y	Γ
N 71" 41" 24" W H 71" 43" 21" W	N 15' 09' 40' W	H 29' 50' 20' E H 27' 50' 23' E	H 73" 50" 10" E	S 71" 41" 24" E S 71" 41" 21" E	N 10, 18, 30, E	41" 55" 46"	H 41' 55' 49" W	S 53" 14" 25" W	H 42 31, 02, M	36' 45' 32'	5 3	N 89' 59' 16' W	\$ 73" 55" 05" 1	2 23. 25. 10. A	9	4 89" 29" 41" Y	N 90. 50, 17. A	Ξ.	\$ 98. 11. 11. 0	3 47 47 EB S	5 89" 55" 22" E	H 78" 18" 41" E	N 78' 18' 38' E	N 18. 18, 29, E	BEWKING	LINE TABLE
76.70°	204.72° 204.77	86.89°	56,70	125,49	197.00	97.70	82.39	29,67 29.57	84.97	63.49"	W. C.	75.25	434.29°	434.14	66.86	202	22.47	1389.98	1063.29	1062.96*	15.35 X.35	106.87	106.72	321.72	DISTANCE	

1		1			
174.20	20 24 20 2	: 8	W.#00		9
			2	74.67	3
*	3	ž	X.	₹	<u>.</u>
. + 9*182	N 61" 04" 53" E	5 X 14	2906.57	281.75	5
43.14	H 89" 49" 52" W	d. 21, 02,	2905.57	4714,	( 010 )
43.12	N 89' 59' 52' W	0" 51" 01"	2905.57	43.12	8
214.79"	N 36 52 21" W	6.00.49.	2051.50	218.90	(69)
218.79	N 38" 52" 24" W	8' 08' 48'	2051,50	218.89	8
34.36	N 25 27 34" N	14: 42, 06.	150.00	36.00	(8)
36.36	N 28' 27' 57" W	14" 42" 01"	150,00	38.49	8
72.21	S 27 28 15 E	12 12 14	150.00	33.28	(a)
33.21	S 27" 28" 16" E	12' 42' 41"	150.00	33.20	9
131,04	N 31 39 18 N	3. 40. Tr.	2043.00	131.08*	(04)
130.85	N 31. 20. 30, M	5 40 14.	2043.00	130.86	8
5CT579	S 83" 22" 48" E	25. ±. 52	484.00	449,76	î
433.66	S 63' 22' 25' E	53" 13" 51°	184.00	449.66	2
190.53	¥ 61' 55' 30' €	16' 00' 50'	884,00"	191,17	2
190.46	H 82' 01' 23' €	16' 00' 21	684,00	191.08'	2
707.81,	S 86" 14" 15" W	24' 30' 20"	716.00	306.24	3
303.83	2 86, 14, 01, A	24' 29' 56'	716.00	306.16	e
137,03"	3 W. 30, 08, E	7 59' 05"	984,00	137,14"	(a)
138.92	3 .C+ .It .52 S	7 56 45	984.00	137.03	ន
512.69	S 43' 22' 18" W	10.02.10.	2905.57	513.35	(0)
512.50	S 63' 21' 44" W	10' 06' 57"	2906.57	513.17	2
снояо семетн	_ CHORD BEARING	DELTA ANGLE	RADIUS .	ARC LENGTH	CURVE #
		CURVE IABLE	0		

281.84	47.14	43.12	214.79	218.79	36.36	36.36	,trx	33.21	131.04	130.85	433.76	433.66	190.55	190.46	NAT AL
and adopted by ALI	Requirements for AL	is based were made	This is to certify th	(UNDERWRIER), Stei	(BILLE COMPANY), SI	(LENDER), TBO	(BUYER), City of Alb	10:	ONALION O	SI IDVEVOD'S			CITY OF AUDODIENCOE	SITE RESTRICTIONS ARE	

218.89 218.90 43.12 43.14 43.14 201.75 HA
---

The subject property is not served and is not serviced by any adjoining property for drainage, ingress and egress except as shown.

4. Monumentation recovered, accepted or set is as noted hereon.

SURVEYOR'S NOTES:

5. Public Utility Easements as noted:

Ingress and Egress to the subject property is provided by Son Maleo Boulward, NE., and Jeffraon Street, NE., deficiated and accepted Rights-of-Way maintained by the City of Abuquerque.

2. The title lines and actual possession lines are the some,

a. 20' Wide Sonitory Sewer Easement (17,444,49 sq.ft.)
b. 20' Wide Storm Orain Easement (2,172,31 sq.ft.)
c. 20' Wide Storm Orain Easement (13,788.66 sq.ft.)

Unrecorded at the time of this survey. Easements are displayed hereon at the client's request and are for reference only.

CERTIFICATION

SETBACKS (MINNUM/JAKNUM)):
FROMT:
SDE:
FROMT:
FR

ZONING DEPARTMENT (505) 924—3860.

LIGHT MANUFACTURING ZONE DISTRICT (NR-LM)

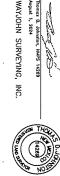
SITE RESTRICTIONS:

PARKING (WEST 21.04 ACRES):

AREA (WEST 21.04 ACRES):
916,502.40 sq. ft
21.0400 Acres AREA (TRACT 1-A-1-A): 2.538.442.63 sq. ft 59.6520 Acres

Slewart Title of Albuquerque, LLC Swart Title Guaranty Company

This is a certify that this map or plot and the survey on which it is based were mode in accordance with Minimum Shordard Datell Requirements for ALTA/MSPS Land Title Surveys\*, jointly established and despited by ALTA and MSPS in 2021, and indicate strent is, 2, 3, 4, 6, 7, 8, 9, 10 & 11(6) (location of utilities per visible, above-apound, one-site despending) of Table A. hiereof. Persunal books—apound, one-site despending of Tables, thereof. Persunal and the first on the date of the certification, undersigned further certifies that, the Positional (horseholites resulting from the survey Positional Despending of the testing of the survey of and secreed the allowable Positional (horseholites resulting).



Thomas D. Johnston, NUPS 14269 August 1, 2024

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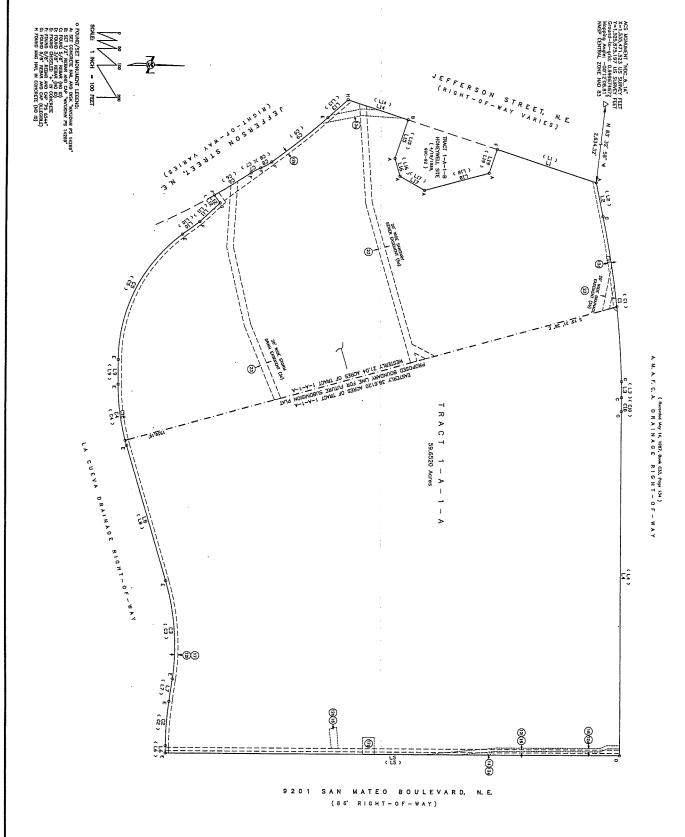


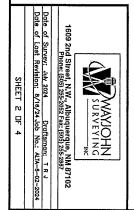
1609 2nd Street, N.W., Albuquerque, NM 87102 Phone: (505) 255-2052 Fax: (505) 255-2887

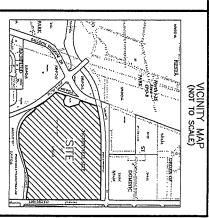
Date of Survey: July 2024 Draftsman: T R J
Date of Last Revision: 8/16/24 Job No.: AJTA-6-02-2024

SHEET 1 FF 4

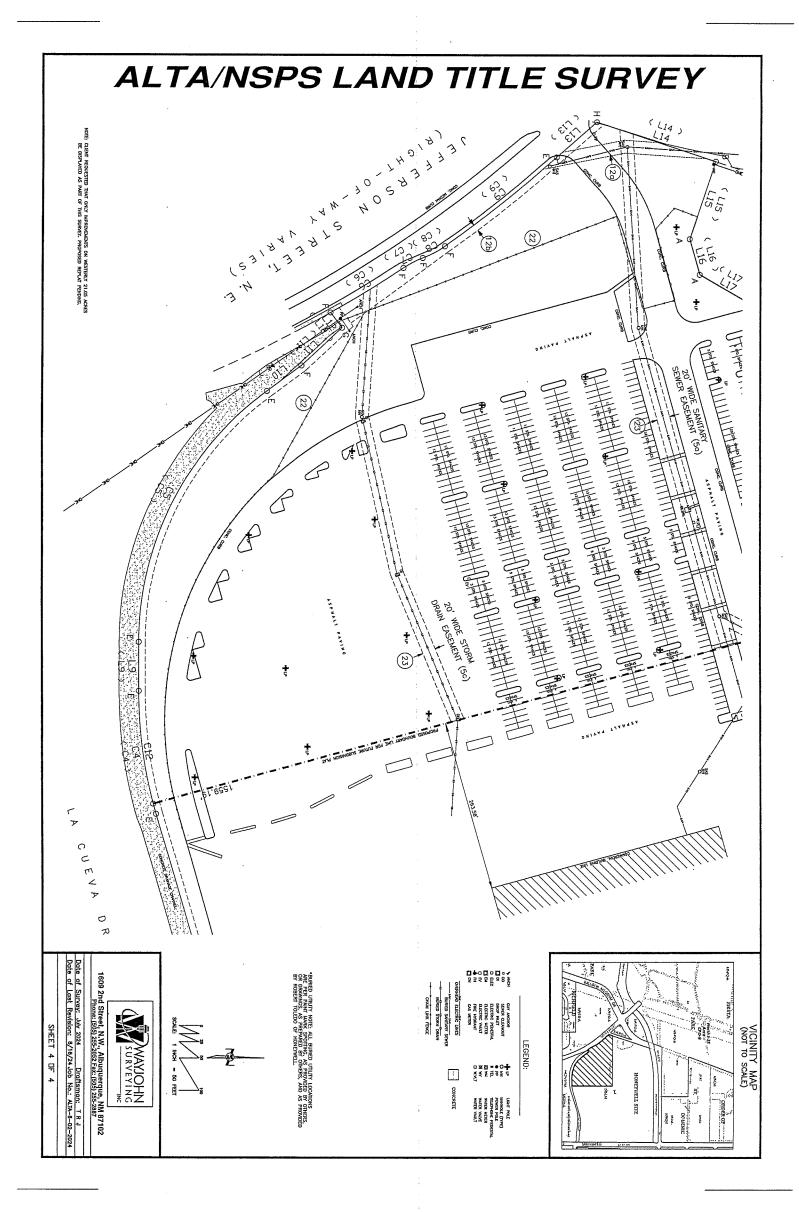
## ALTA/NSPS LAND TITLE SURVEY







# ALTA/NSPS LAND TITLE SURVEY JEFFERSON (RIGHT-OF-WAY VARIES) HONEYWELL SITE TRACT 1-A-1-B $\sqrt{20}$ $\triangleright$ $\bigcirc$ Date of Survey: ப்பு 2024 Draftsman: T R J Date of Last Revision: 6/16/24 Job No.: AIA-6-02-2024 1609 2nd Street, N.W., Albuquerque, NM 87102 Phone: (505) 255-2052 Fax: (505) 255-2887 SHEET 3 DF 4 VICINITY MAP (NOT TO SCALE) SURVEYING



THIS DOCUMENT SIGNED IN COUNTERPARTS

#### **EASEMENT AGREEMENT**

This EASEMENT AGREEMENT (the "Agreement") is made and entered into this day of August, 2024 by and between the City of Albuquerque, a New Mexico municipal corporation, and its heirs, successors and assigns (collectively, the "Grantor"), and Sanprevest, LLC, a New Mexico limited liability company, and its successors and assigns (collectively, the "Grantee"). In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

- **Grant of Easement**. Grantor hereby grants and conveys to Grantee and Grantee's employees, contractors, agents, and representatives, a perpetual non-exclusive easement and right of way in, on, along, under and over that certain real property of Grantor being more particularly described in the attached Exhibit A ("Easement Legal Description") and Exhibit B ("Survey") (describing and showing the "Easement Property") to: (a) enter upon and, at Grantee's sole cost, to survey, construct, install, operate, use, maintain, test, inspect, modify, change the size of, repair, replace, renew, relocate, re-construct, and remove improvements related to Grantee's operation of a sanitary sewer and storm drainage ("System"), together with all necessary and convenient valves, pipes, meters, markers, lines, covers, manholes, equipment, appurtenances, appurtenant structures, and connections attached thereto (collectively, the "Facilities"); (b) operate, maintain, repair and replace the Facilities in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the System. Grantor further grants to Grantee, and Grantee's employees, contractors, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property and adjoining lands of Grantor for access to the Facilities and the use and enjoyment of the Easement Property as permitted by this Agreement; provided that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property. Grantor retains the right to tie into the System, at its own cost, at a later date subject to the approval of the ABCWUA, provided, however, that any tie into the System by Grantor shall not reduce the functionality and appropriateness for the use of Grantee's purposes and after any tie into the System by Grantor, the obligations, burdens, and costs set forth in Section 4 and Section 5 of this Agreement shall change from Grantee to Grantor.
- 2. **Temporary Construction Easement.** Grantor hereby grants to Grantee and Grantee's employees, contractors, agents, and representatives, a temporary easement over such additional portions of the lands of Grantor adjacent to the Easement Property as is available and reasonably necessary for equipment and materials. Grantee agrees to provide written notice to Grantor two (2) weeks prior to any intended exercise of the rights granted in this Section 2 of this Agreement. Grantee shall not have access, except under exceptional circumstances, for the following periods every year: a) The two (2) days prior to Memorial Day through the two (2) days after Memorial Day; b) July 1<sup>st</sup> through July 5<sup>th</sup>; and c) September 1<sup>st</sup> through October 31<sup>st</sup>. As used herein, "exceptional circumstances" shall include, without limitation, an event of flooding or if utilization of the System for Grantee's purposes would result in flooding.
  - 3. Grantor's Rights and Obligations. Subject to the express limitations in Section

- 3 of this Agreement, Grantor reserves the right to use and enjoy the Easement Property for purposes which are not inconsistent with the rights and privileges granted under this Agreement.
- a. Grantor shall not (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Easement Property; or (ii) change the grade of the Easement Property by more than 36 inches without prior written authorization from Grantee, which authorization may be granted or withheld in Grantee's sole discretion; provided, however, that the limitation in item (i) above shall not prohibit Grantor's erection, construction, installation or maintenance of landscaping, driveways, curbs, sidewalks, pavement or parking spaces to the extent that such improvements do not change the grade of the Easement Property by more than 36 inches.
- b. Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Premises; provided, however, that any such easement shall (i) be granted subject to the easement granted in this Agreement and shall not materially interfere with the rights granted under this Agreement; and (ii) not allow for the location of any facilities or improvements within 10 feet to either side from the centerline of the Facilities.
- 4. **Maintenance and Repair.** Grantee, at its sole cost, shall maintain, repair, replace, and service the Facilities as reasonably necessary for the safe and efficient operation of the System, but have no obligation to maintain the surface of the Easement Property. Grantor, at its sole cost, shall maintain the Easement Property so that Grantee's rights under this Agreement and the Facilities (both surface and subsurface occupancies, as applicable) are not disturbed, including, without limitation, the care of grass, the mowing of grass or weeds, the removing of silt, debris, and any other obstruction to the free and unobstructed use of the Easement Property by Grantee.
- 5. **Restoration.** After completion of any work contemplated or permitted by this Agreement within and upon the Easement Property, Grantee, at its sole cost, shall restore the Easement Property or applicable portion thereof as nearly as practicable to substantially its condition existing immediately prior to the commencement of the work by Grantee. In addition, Grantee agrees that in connection with its use of the Easement Property, Grantee shall, at its sole cost, promptly repair any damage caused to the Easement Property, the improvements located thereon, or any adjacent real or personal property of Grantor as a result of Grantee's exercise of the rights granted by this Agreement; provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage. For the avoidance of doubt, Grantee shall not be obligated to repair any damage to any improvements located on the Easement Property, or any adjacent real property of Grantor to the extent such improvements were constructed, erected or otherwise placed on or about the Easement Property in violation of the terms and conditions of this Agreement.
- 6. **Perpetual Easement.** The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which touch and concern the Easement Property. The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall bind Grantor and its grantees, successors, and assigns, and inure to the benefit of Grantee and its grantees, successors, and assigns.

Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico. The section headings or captions are included only for convenience, and shall not be construed to modify, limit or otherwise affect the covenants, terms or provisions of any section of this Agreement. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision. This Agreement represents the entire understanding between Grantor and Grantee with respect to the subject matter hereof, and except as otherwise expressly identified in this Agreement, no other agreements or promises, oral or written exists between them. This Agreement may be modified or released only by the express, written consent of both Grantor and Grantee, duly recorded, and any such modification, when duly recorded, shall run with the Easement Property.

**TO HAVE AND TO HOLD** the easements provided herein, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, and its respective successors and permitted assigns, forever.

[Signatures appear on the following pages.]

**IN WITNESS WHEREOF,** Grantor and Grantee have signed, sealed and delivered this Agreement as of the day and year first set forth above.

GRANTOR: CITY OF ALBUQUERQUE, A NEW MEXICO MUNICIPAL CORPORATION
Samantha Sengel, EdD Chief Administrative Officer
Date:
THE STATE OF NEW MEXICO
COUNTY OF BERNALILLO
This instrument was acknowledged before me on this day of, 2024, by Samantha Sengel, Chief Administrative Officer of the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.
Notary Public:
My Commission Expires:

#### **GRANTEE:**

SANPREVEST, LLC a New Mexico limited liability company

By: LX
Name: Ilya Klein

Title: President

THE STATE OF NEW MEXICO

COUNTY OF BERNALILLO

§ § §

This instrument was acknowledged before me on the had of high, 2024, by I had Aleksand Klein, had of Sanprevest, LLC, a New Mexico limited liability company, on behalf of said Grantee.

NOTARY PUBLIC, State of New Mexico

Newda 3B

Blake Burney
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 19-7381-01
My Appt. Expires September 12, 2027

#### **EXHIBIT A**

#### TO EASEMENT AGREEMENT

#### Easement Legal Description

20' WIDE PUBLIC STORM DRAIN EASEMENT METES AND BOUNDS (NORTH)

A twenty-foot (20') wide public storm drain easement, located within a parcel of land containing the westerly 21.04 acres of Tract 1-A-1-A (hereinafter called subject parcel), of the Honeywell Site, Albuquerque, New Mexico, as the same is shown and recorded on the plat thereof, filed in the Office of the County Clerk of Bernalillo County on April 19, 1989, in Plat Book 99C, Page 92, being more particularly described as follows:

Beginning for a tie at the southwest property corner of Tract 1-A-1-B of the Honeywell Site, Albuquerque, New Mexico, as the same is shown and recorded on the plat thereof, filed in the Office of the County Clerk of Bernalillo County on April 19, 1989, in Plat Book 99C, Page 92, N 35° 28' 43" E, 770.50 feet to the northwest corner of twenty-foot wide public storm drain easement, a point located on the northerly property line of subject parcel and point of beginning;

THENCE, continuing along the northerly edge of twenty-foot wide public storm drain easement, a curve to the right, having a radius of 2906.57 feet, an arc length of 60.65 feet, and internal angle of 01° 11′ 44″, a chord bearing of N 81° 55′ 51″ E, a distance of 60.65 feet, to the northeast corner of twenty-foot wide public storm drain easement, being a point on the northerly property line of subject parcel;

THENCE, continuing along the northeasterly edge of twenty-foot wide public storm drain easement, S 78° 48′ 53" E, 74.63 feet to the northeast corner of twenty-foot wide public storm drain easement, being a point of the easterly property line of subject parcel;

THENCE, continuing along the easterly edge of twenty-foot wide public storm drain easement, S 15° 31′ 38" E, 22.39 feet to the southeast corner of twenty-foot wide public storm drain easement, being a point of the easterly property line of subject parcel;

THENCE, continuing along the southwesterly edge of twenty-foot wide public storm drain easement, N 78° 48′ 53" W, 141.96 feet to a point located on the northerly property line of subject parcel, being the northwest corner of twenty-foot wide public storm drain easement and point of beginning, containing 2,172.31 square feet (0.0499 acres), more or less.

#### EXHIBIT B

TO EASEMENT AGREEMENT

Survey

#### **EASEMENT AGREEMENT**

This EASEMENT AGREEMENT (the "Agreement") is made and entered into this day of \_\_\_\_\_\_\_, 2024 by and between the City of Albuquerque, a New Mexico municipal corporation, and its heirs, successors and assigns (collectively, the "Grantor"), and Sanprevest, LLC, a New Mexico limited liability company, and its successors and assigns (collectively, the "Grantee"). In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

- Grant of Easement. Grantor hereby grants and conveys to Grantee and Grantee's 1. employees, contractors, agents, and representatives, a perpetual non-exclusive easement and right of way in, on, along, under and over that certain real property of Grantor being more particularly described in the attached Exhibit A ("Easement Legal Description") and Exhibit B ("Survey") to: (a) enter upon and, at Grantee's sole cost, to survey, construct, install, operate, use, maintain, test, inspect, modify, change the size of, repair, replace, renew, relocate, re-construct, and remove improvements related to Grantee's operation of a sanitary sewer and storm drainage ("System"), together with all necessary and convenient valves, pipes, meters, markers, lines, covers, manholes, equipment, appurtenances, appurtenant structures, and connections attached thereto (collectively, the "Facilities"); (b) operate, maintain, repair and replace the Facilities in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the System. Grantor further grants to Grantee, and Grantee's employees, contractors, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property and adjoining lands of Grantor for access to the Facilities and the use and enjoyment of the Easement Property as permitted by this Agreement; provided that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property. Grantor retains the right to tie into the System, at its own cost, at a later date subject to the approval of the ABCWUA, provided, however, that any tie into the System by Grantor shall not reduce the functionality and appropriateness for the use of Grantee's purposes and after any tie into the System by Grantor, the obligations, burdens, and costs set forth in Section 4 and Section 5 of this Agreement shall change from Grantee to Grantor.
- 2. **Temporary Construction Easement.** Grantor hereby grants to Grantee and Grantee's employees, contractors, agents, and representatives, a temporary easement over such additional portions of the lands of Grantor adjacent to the Easement Property as is available and reasonably necessary for equipment and materials. Grantee agrees to provide written notice to Grantor two (2) weeks prior to any intended exercise of the rights granted in this Section 2 of this Agreement. Grantee shall not have access, except under exceptional circumstances, for the following periods every year: a) The two (2) days prior to Memorial Day through the two (2) days after Memorial Day; b) July 1<sup>st</sup> through July 5<sup>th</sup>; and c) September 1<sup>st</sup> through October 31<sup>st</sup>. As used herein, "exceptional circumstances" shall include, without limitation, an event of flooding or if utilization of the System for Grantee's purposes would result in flooding.
- 3. **Grantor's Rights and Obligations.** Subject to the express limitations in Section 3 of this Agreement, Grantor reserves the right to use and enjoy the Easement Property for purposes

and provided the second of the

which are not inconsistent with the rights and privileges granted under this Agreement.

- a. Grantor shall not (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Easement Property; or (ii) change the grade of the Easement Property by more than 36 inches without prior written authorization from Grantee, which authorization may be granted or withheld in Grantee's sole discretion; provided, however, that the limitation in item (i) above shall not prohibit Grantor's erection, construction, installation or maintenance of landscaping, driveways, curbs, sidewalks, pavement or parking spaces to the extent that such improvements do not change the grade of the Easement Property by more than 36 inches.
- b. Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Premises; provided, however, that any such easement shall (i) be granted subject to the easement granted in this Agreement and shall not materially interfere with the rights granted under this Agreement; and (ii) not allow for the location of any facilities or improvements within 10 feet to either side from the centerline of the Facilities.
- 4. **Maintenance and Repair.** Grantee, at its sole cost, shall maintain, repair, replace, and service the Facilities as reasonably necessary for the safe and efficient operation of the System, but have no obligation to maintain the surface of the Easement Property. Grantor, at its sole cost, shall maintain the Easement Property so that Grantee's rights under this Agreement and the Facilities (both surface and subsurface occupancies, as applicable) are not disturbed, including, without limitation, the care of grass, the mowing of grass or weeds, the removing of silt, debris, and any other obstruction to the free and unobstructed use of the Easement Property by Grantee.
- Agreement within and upon the Easement Property, Grantee, at its sole cost, shall restore the Easement Property or applicable portion thereof as nearly as practicable to substantially its condition existing immediately prior to the commencement of the work by Grantee. In addition, Grantee agrees that in connection with its use of the Easement Property, Grantee shall, at its sole cost, promptly repair any damage caused to the Easement Property, the improvements located thereon, or any adjacent real or personal property of Grantor as a result of Grantee's exercise of the rights granted by this Agreement; provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage. For the avoidance of doubt, Grantee shall not be obligated to repair any damage to any improvements located on the Easement Property, or any adjacent real property of Grantor to the extent such improvements were constructed, erected or otherwise placed on or about the Easement Property in violation of the terms and conditions of this Agreement.
- 6. **Perpetual Easement.** The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which touch and concern the Easement Property. The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall bind Grantor and its grantees, successors, and assigns, and inure to the benefit of Grantee and its grantees, successors, and assigns.

7. **Miscellaneous.** This Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico. The section headings or captions are included only for convenience, and shall not be construed to modify, limit or otherwise affect the covenants, terms or provisions of any section of this Agreement. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision. This Agreement represents the entire understanding between Grantor and Grantee with respect to the subject matter hereof, and except as otherwise expressly identified in this Agreement, no other agreements or promises, oral or written exists between them. This Agreement may be modified or released only by the express, written consent of both Grantor and Grantee, duly recorded, and any such modification, when duly recorded, shall run with the Easement Property.

**TO HAVE AND TO HOLD** the easements provided herein, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, and its respective successors and permitted assigns, forever.

[Signatures appear on the following pages.]

**IN WITNESS WHEREOF,** Grantor and Grantee have signed, sealed and delivered this Agreement as of the day and year first set forth above.

GRANTOR: CITY OF ALBUQUERQUE, A NEW MEXICO MUNICIPAL CORPORATION

Samantha Sengel, EdD

Chief Administrative Officer

Date:

THE STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on this 15 day of 14, 2024, by Samantha Sengel, Chief Administrative Officer of the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

Notary Public:

My Commission Expires: \_\_\_\_\_\_

REYLENE GARCIA Notary Public State of New Mexico Commission # 1101723 My Comm. Expires Aug 19, 2025

GRANTEE:
SANPREVEST, LLC a New Mexico limited liability company
By:
Name:
Title:
THE STATE OF NEW MEXICO
COUNTY OF BERNALILLO § § §
This instrument was acknowledged before me on the day of, 2024, by of Sanprevest, LLC, a New Mexico limited liability company, on behalf of said Grantee.
NOTARY PUBLIC, State of New Mexico

#### **EXHIBIT A**

#### TO EASEMENT AGREEMENT

#### **Easement Property**

20' WIDE PUBLIC STORM DRAIN EASEMENT METES AND BOUNDS (NORTH)

A twenty-foot (20') wide public storm drain easement, located within a parcel of land containing the westerly 21.04 acres of Tract 1-A-1-A (hereinafter called subject parcel), of the Honeywell Site, Albuquerque, New Mexico, as the same is shown and recorded on the plat thereof, filed in the Office of the County Clerk of Bernalillo County on April 19, 1989, in Plat Book 99C, Page 92, being more particularly described as follows:

Beginning for a tie at the southwest property corner of Tract 1-A-1-B of the Honeywell Site, Albuquerque, New Mexico, as the same is shown and recorded on the plat thereof, filed in the Office of the County Clerk of Bernalillo County on April 19, 1989, in Plat Book 99C, Page 92, N 35° 28' 43" E, 770.50 feet to the northwest corner of twenty-foot wide public storm drain easement, a point located on the northerly property line of subject parcel and point of beginning;

THENCE, continuing along the northerly edge of twenty-foot wide public storm drain easement, a curve to the right, having a radius of 2906.57 feet, an arc length of 60.65 feet, and internal angle of 01° 11′ 44″, a chord bearing of N 81° 55′ 51″ E, a distance of 60.65 feet, to the northeast corner of twenty-foot wide public storm drain easement, being a point on the northerly property line of subject parcel;

THENCE, continuing along the northeasterly edge of twenty-foot wide public storm drain easement, S 78° 48' 53" E, 74.63 feet to the northeast corner of twenty-foot wide public storm drain easement, being a point of the easterly property line of subject parcel;

THENCE, continuing along the easterly edge of twenty-foot wide public storm drain easement, S 15° 31′ 38" E, 22.39 feet to the southeast corner of twenty-foot wide public storm drain easement, being a point of the easterly property line of subject parcel;

THENCE, continuing along the southwesterly edge of twenty-foot wide public storm drain easement, N 78° 48' 53" W, 141.96 feet to a point located on the northerly property line of subject parcel, being the northwest corner of twenty-foot wide public storm drain easement and point of beginning, containing 2,172.31 square feet (0.0499 acres), more or less.

#### EXHIBIT B

TO EASEMENT AGREEMENT

Survey

### ALTA/NSPS LAND TITLE SURVEY

THENCE, continuing along the southerly property line of the portion herein described, N 85' 59' 16'W, 75.25 feet to a point of curvature; MERKE, continuing along the easterly property line of the portion herein described, S 15 31 38°E, 1559.19 feet to the southeast corner of the portion herein described; PIRECE, continuing along the notherly paperty line of the portion therein described, a curve to the right, being a ordius of 2005.77 tet, on are tength of 281.75 tet, and internal angle of 5 33 144, a chord bearing of N 81 OM 531.5, a distinct of 281.64 feet, to the northeast corner of the portion herein described; Beginning ot the northwest corner of the portion herein described, also being the northwest corner of Tract 1-A-1-A of the Honeywell Site; A proposed westerly portion of Tract 1-A-1-A of the Honeywell Site, Albequerape, New Lestica as the same is shown and recorded on the plot thereat, filed in the Office of the County Clerk of Bernallia County on April 19, 1989, in Plet Book 1990, Page 92, as more particularly described as follows: HENCE, continuing along the northerly property line of the partion versin described, N 78° 18' 38'E, 105.72' feet to a point of curvature; ESTERLY 21.04 ACRES LEGAL DESCRIPTION:

PRECEC, continuing along the seatherly property fine of the portion herein described, a curve to the right, howing a redius of 684.00 feet, and are length of 174.33 feet, and internal angle of 14 38 41; a chool bearing of 5 82 42 14 W, a distance of 174.35 feet, to a point of tangency;

PRECE, continuing along the southerly property line of the portion therein described, a curve to the right, howing a colus of 484.00 feet, no are teight of 449.56 feet, and internal onests of 53° 13° 51°, a chard other bening of N 53° 22° 25° N, a distance of 433.66 feet, to a point of tangency. THENCE, continuing along the westerly property line of the portion herein described, N 36' 45' 41'W, 65.34 feet to a point;

PHERCE, continuing along the westerly properly line of the partition hersin described a curve to the left, throning a radius of 2043,00 feet, and relegish of 130,385 feet, and internal maje of 03° 40° 14°, a chord or browing of N 31° 53° 30° Nr, a distance of 130,055 feet, to a point of treverse curvature; THENCE, continuing along the southerly property line of the partion herein described, S-53-14' 25'W; 29.52 feet to a point; THENCE, continuing along the westerly property line of the portion herein described, N 43' 31' 05'W, 84.97 feet to a point;

HRECE, continuing along the westerly properly line of the parties herein described, a curve in the right, having a radius of 2021.50 feet, on are length of 218.99 feet, and internal angle of 08° 08° 48°, a chard bearing of 18 38° 52° 24° W, a distance of 218.79 feet, to a paint of languarcy; HRECC, continuing along the westerly properly line of the portion herein described a curve to the HAL houngs a rodum of 155.000 test, nor length of 38.49 test, and internal range of 14\* 42' 01', a chard bearing of N 28' 25' 57'% a distance of 38.38 test, to a point of compound curvature;

THENCE, continuing along the westerly property line of the portion herein described, N 41° 55′ 49°W, 82.39 feet to a point;

THENCE, continuing along the southerly property line Tract 1—A-1—B, Honeywell Site, S 71°41° 24°E, 125.49 feet to the southeast property corner of Tract 1—A-1—B; PIERCE continuing along the westerly properly line of the portion herein described, N II EI 3 PEC, 19.3.56 Fect to the content of properly corner of Treat 1-A-1-B, hency-rell Site, Absoucceque, New Mexico, as the same is shown out designated on the poli thereof, finel in the Clarify Carlo B Benginillo County, New Mexico, on April 19, 1989, in Plu Book SOC, Page 52;

THENCE, continuing clong the easterly property line of Tract 1—A—1—8, Honeywell Site, described, N 15° 09′ 40°W, 204.72 feet to a point; THENCE, continuing along the easterly property line of Tract 1—A—1—B, Honeywell Site, described, N 29° 50° 20° E, 86.89 feet to a point; THENCE, continuing along the easterly property line of Tract 1—A—1—B, Honeywell Site, described, N 73° 50° 10° E, 56.70 feet to a point;

THENCE, continuing along the westerly edge of the partian herein described, N 18' 18' 35' E, 321.52' feet to the northwest corner property corner of the partion herein described and point of beginning, containing 21.04 acres, more or less. THENCE, continuing along the northerty property line of Tract 1-A-1-B, Honeywell Site, described, N 71° 41° 24°W, 76.70 feet to the northwest property corner of Tract 1-A-1-B, Honeywell Site;

> STEWART TITLE OF ALBUQUEROUE, LLC COMMINIENT NO. 2301476 EFFECTIVE DATE APRIL 12, 2024 AT 8:00 A.M. NOTES CORRESPONDING TO SCHEDULE B:

(1) Reservations and exceptions in the Patent by the United States of America recorded on October 27, 1933, in Book 80, Page 353, records of Bernallia County, New Assico, Item offsets subject property. Item is not pictled hereon, Item is blanket in nature.

Eastments and Moles, as shown on the recorded jold, recorded in Plat Book C16, Page 185: in Plat Book C17, Page 185: in Plat Book C27, Page 110; in Plat Book C33, Page 114 and in Plat Book 99C, Page 82, records of Bernalila County, New Mexico, New offseth poperty, Item is plated hereon.

This properly deas lis in on area covered by a formal F.E.MA.
Road Sludy. Properly lies within Zone X\* (No Road Hazard).
Road sludy. Properly lies within Zone X. (No Road Hazard).
Insurance Role July, Abbuqurrout, Bembilio County, New Mexico,
Panel 350002 0129 H; Effective Date: August 16, 2012.

North Diversion Channel lies within Flood Zone A (No Flood Elevation)

FLOOD INFORMATION:

Bearings shown hereon are New Mexico State Plane Grid, based on Abbuquerque Control System Manumentation, All bearings and distances are 'field measured. Recard bearings and/or distances are the measured. Recard bearings and/or distances are shown in parentheses.

BASIS OF BEARINGS:

WORK

MESTA

ORDEN OF ž

ğ. is de VICINITY MAP (NOT TO SCALE)

es 20 Feel Wed Public Sonlory Sever Ecestment
bs 10 Feel Wide Public Challege Ecement
cs South 10 Feet of Public Sonlory Sever Ecestment
ds 10 Feel Wed Public Unity Ecement
es 3 Feel by 10 Feel Public Unity Ecement
f; 7 Feel Wed Public Unity Ecement
f; 7 Feel Wed Public Unity Seament
https://doi.org/10.1001/j.

Exament, and incidental purposes thereto, granted to Public Service Company of the Marciaco. o New Marcia Corgonation, and The Maunifant States Telephone and Etilegoph Company, a Blanca's Corgonation, received Costabe 201, 1981 in another Marc. Bibl. Page 81,5 police, No.81 57661, records of Bernellio Comby, New Marciaco, Ilem does not oppear to offect subject property, Item is not political instean.

STATEMENT OF ENCROACHMENTS:

THERE ARE NO EDIFICIAL ENCROACHMENTS AT THE TIME OF THIS SURVEY.

© Cossensit, and Incidental purposes thereto, granted to Public Service Dempany of New Nestico, a New Auctico Corporation, and The Mountain States Telephone and Teleproph Company, a Colorado Corporation, recented January 28, 1982 in Book Mars. 906, Page 259 ara Dic., No. 52 4894, records of Bernatillo Comiye, New Marico, Item affects shalped property, Item is plotted heren.

Easement Encroachment Agreement, recorded July 24, 1985 in Book Misc. 2524, Page 174 as Document No. 85 59517, records of Bernotillio County, New Mexico, Liem no longer appears to affect subject property. Hem is not plotted hereon.

(ii) Underground Exastrack, and incidential purposase thrests, grounded to oblibit Service Company of Inse Vestoco, a New Markio Corporation, and Tine Mountoin States Telephone and Telegraph Company, on Caberdo Corporation, recuried September 16, 1988 in Beak Mac. 6864, Page 491 on Dac. No. 6864/240, records of Jermidillo County, New Audico, Marin orienta subject properly, Letta I jointed Record.

© Essenshi, and Incidential purposes thereto, gronted to Public Service Company of New Instance, a New Heatico Corporation, and The Mountain Stotes Telephone and Telephon Company, o Colorado Corporation, rescorded April 2, 1289-73 in Book 827-7, Page 92800 a Dac, No. 9203040, rescorde of Bennalin County, New Mexico, Item offects subject property. Item is political hereon.

(B) Ensement, and incidental purposes thereto, granted to Public Service Communications, a Colorado Composition, accorded Newment 6, 1996 in Book 59-29, Page 8244 to Boc. No. 921316, records Bernallia County, New Mexico, Item offects subject property, Item is published began.

(20) Any consequences and/or disputes arising as to property described in Schedule Yr, herein, not being assessed as it is being conveyed. Item affects subject property, Item is not piothed hereon. Item is blanket in nature. (9) Use Restriction as contained in Special Warranty Deed recorded September 6, 2019 as Document No. 2019076059, records of Benofillo County, New Mexico. Item affects subject property, Item is not plotted hereon, Item is blanket in nature.

(CI2) NA

(2) Any consequences resulting in any violation of the New Mexico Subdivision Act. Item offects subject property. Item is not plotted hereon. Item is blanket in nature.

Deviation of feacing inside the northerly and southwesterly portions of the insured premises as shown on ALTA /NSPS Land Title Survey, prepared by Thomas D, Johnston Ucense No. 14258 detect August 1, 2024. Item offects subject property: Item is plotted hereon.

Essennel(é), if ony, due to the existence of light poles, buried Sonalony Sever lines and buried Slorm Doin, as shown on: AITA/NSPS Land Title Survey, prepared by Thomas D. Johnston Lienas the 14589 doied August 1, 2024, Item partially offects subject property. See Surveyor's Note 5, this sheet.

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174.63	A.K	281.75	43.14*	43.12	218.90	218.89	34.49	36.49	33.26	33.26	131.08"	130.88	449,76	149.56	191,17*	191.08*	308.24"	306.16	137.14	137,03	513.35	513.17	ARC LENGTH	
684.00	NA	2906.57	2905.57	2905.57	2031,50	2051.50	150.00	150,00	150,00	150,00*	2043.00	2043.00	484,00	484,00	884.00	684.00	718,00	716.00	984,00	954,00	2905.57	2906.57	.RADIUS _	Ω
14:36:41	н	5. 33. 14.	0. 11. 03.	0.21, 01,	8.00, 49,	6. 09, 49,	14: 42' 06"	14' 42' 01"	12.42.44.	12' 42' 41"	3' 40' X2"	4 6 14	23.11.52	SG' 13' 51'	16' 00' 50"	16' 00' 21"	24' 30' 20"	24' 29' 58"	7 59 06	7' 58' 45"	10" 07" 10"	10' 06' 57'	DELTA ANGLE	CURVE TABLE
S 82" 42" 14" W	*	3 .CS , 40 .19 N	N 85 49 52 W	N 89' 59' 52" W	H 35' 52' 21" W	N 36' 52' 24" W	H 26' 27' 34" W	N 25 27 57 W	S 27" 28" 15" E	5 27 28 16 E	H 31' 39' 18' X	H 31. 28, 30, M	3 49. 22. 59 5	S 63' 22' 25' E	N 91, 20, 20, E	N 82" 01" 23" €	S 86" 14" 13" W	S 86' 14' 01" W	S 85' 30' 08' E	3 55' 31' 43' E	S EU: 22" 16" W	5 85 21' 11' W .	. CHORD BEARING	
174.35	A.A.	251.54	4214	4712	216.79	218.79	38.36	36.36	31.21.	33.21	131.04	130,85	433.75	433.60	190.33*	190,46	30781,	303.63	137,03*	136,92	312.69	512.50	CHORD LENG	

# SITE RESTRICTIONS: SETBACHS (MINNIUM/MAXIMUM): FROM: S PERF SON: S

PARKING (WEST 21.04 ACRES):

AREA (TRACT 1-A-1-A):
2.598.442.83 sq. ft
59.6520 &cra AREA (WEST 21.04 ACRES): 916,502,40 14, II 21,0400 Acres

SITE RESTRICTIONS ARE AVAILABLE FROM CITY OF ALBUQUERQUE ZONING CODE. CITY OF ALBUQUERQUE ZONING DEPARTMENT (505) 924-3860.

ZONE: NON-RESIDENTAL — LIGHT MANUFACTURING ZONE DISTRICT (NR-LM)

SURVEYOR'S CERTIFICATION

(BIVER), City of Albuquerque ((LENDER), TBD ((LENDER), TBD ((TITLE COMPANY), Slewort Title Of Albuquerque, LLC (UNDERWRITER), Slewort Title Guaranty Campany

This is to easily that this map or plot and the surey on which it is based aven model in accordance with Maintonn Standard Obteal Requirements for ALIVANSPS Land Title Surveys", jointly established and despited by ALIV and MSSPS in 2021, and includes them 1, 2, 3, 4, 6, 7, 8, 9, 10 & 11(6) (accoltan of children per visible, above-spound, ornalize absenciate) of Inight A. hiereact. Persunal above-spound, ornalize absenciate) of Inight A. hiereact. Persunal and in ALIVANSP states of the performance from the survey measurements made on the survey do not secreed the ollowable Positional Incention.



 Ingress and Egress to the subject property is provided by Son Maleo Boulevord, N.C., and bufferson Street, N.C., dedated and accepted Rights—of—Way maintained by the City of Albuquerque. 2. The little lines and actual possession lines are the same.

SURVEYOR'S NOTES:

The subject property is not served and is not serviced by any adjoining property for drainage, ingress and egress except as shown.

4. Monumentation recovered, accepted or set is as noted hereon.

5. Public Utility Eosements as noted:

o. 20' Wide Sanitary Sewer Eosement (17,444.49 sq.ft.) b. 20' Wide Storm Droin Eosement (2,172.31 sq.ft.) c. 20' Wide Storm Droin Eosement (13,788.66 sq.ft.) recorded at the lime of this survey. Easements are displayed hereon at the client's request and are for reference only.

Thomas D. Johnston, NUPS 14269 August 1, 2024 WAYJOHN SURVEYING, INC. The second of th

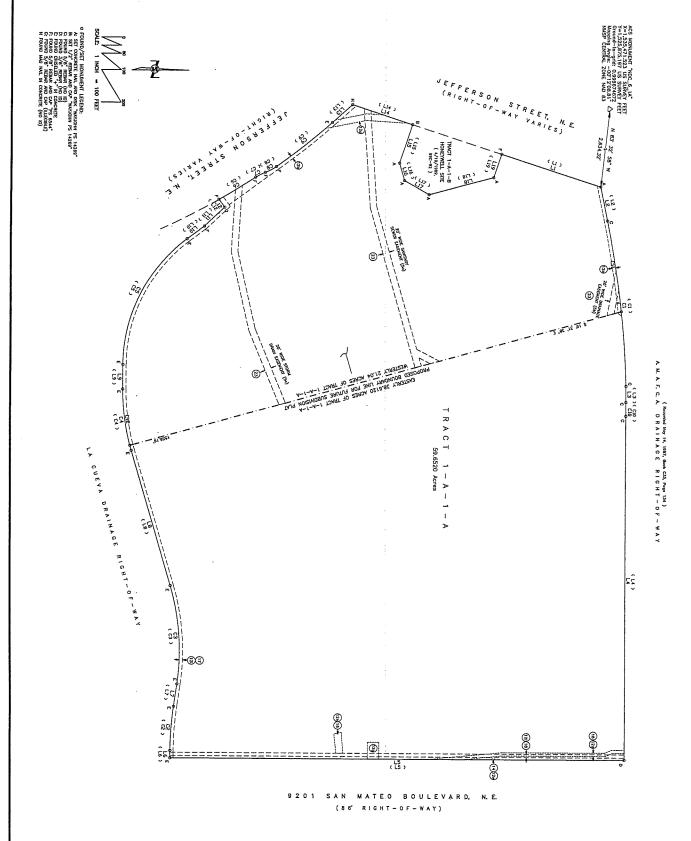
SURVEYING

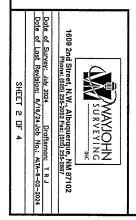
1609 2nd Street, N.W., Albuquerque, NM 87102 Phone: (505) 255-2052 Fax: (505) 255-2887

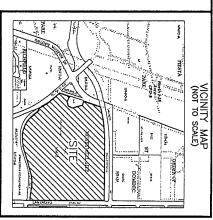
Date of Survey: July 2024 Draftsman: TR J
Date of Last Revision: 8/16/24 Job No.: ALTA-6-02-2024

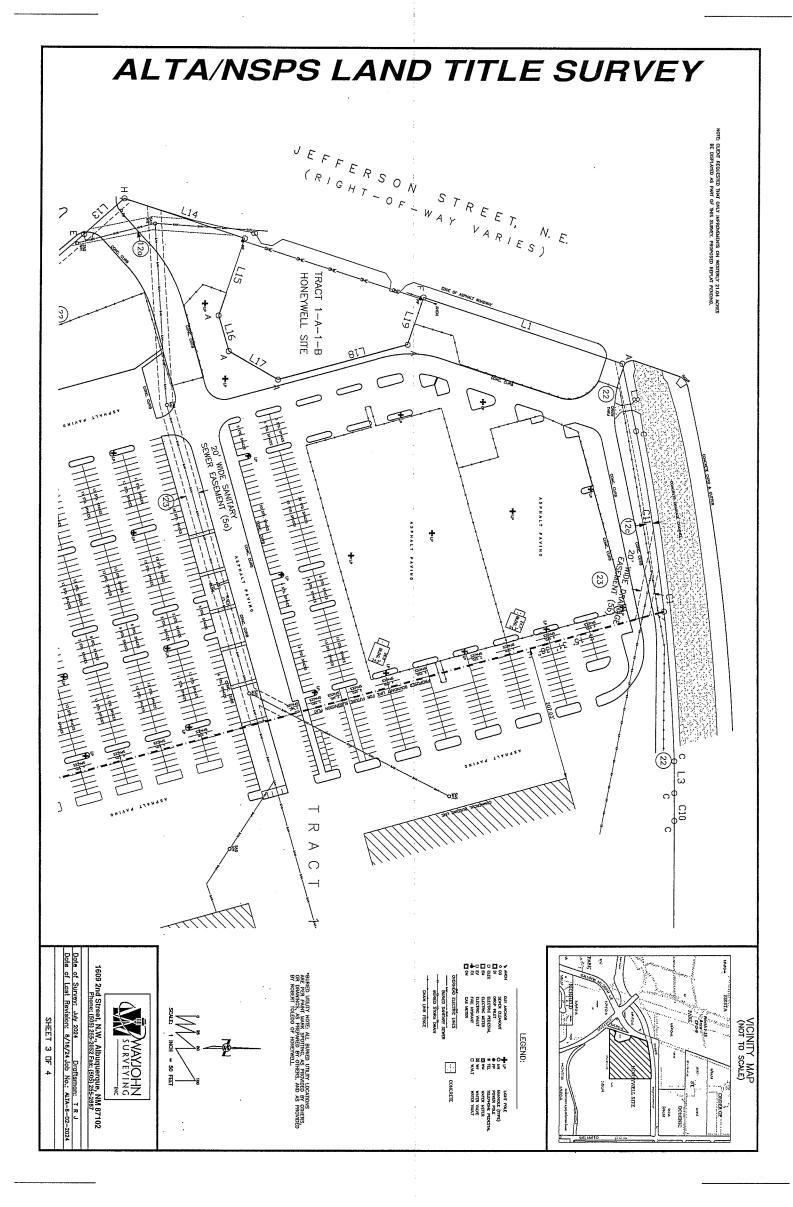
SHEET 1 DF 4

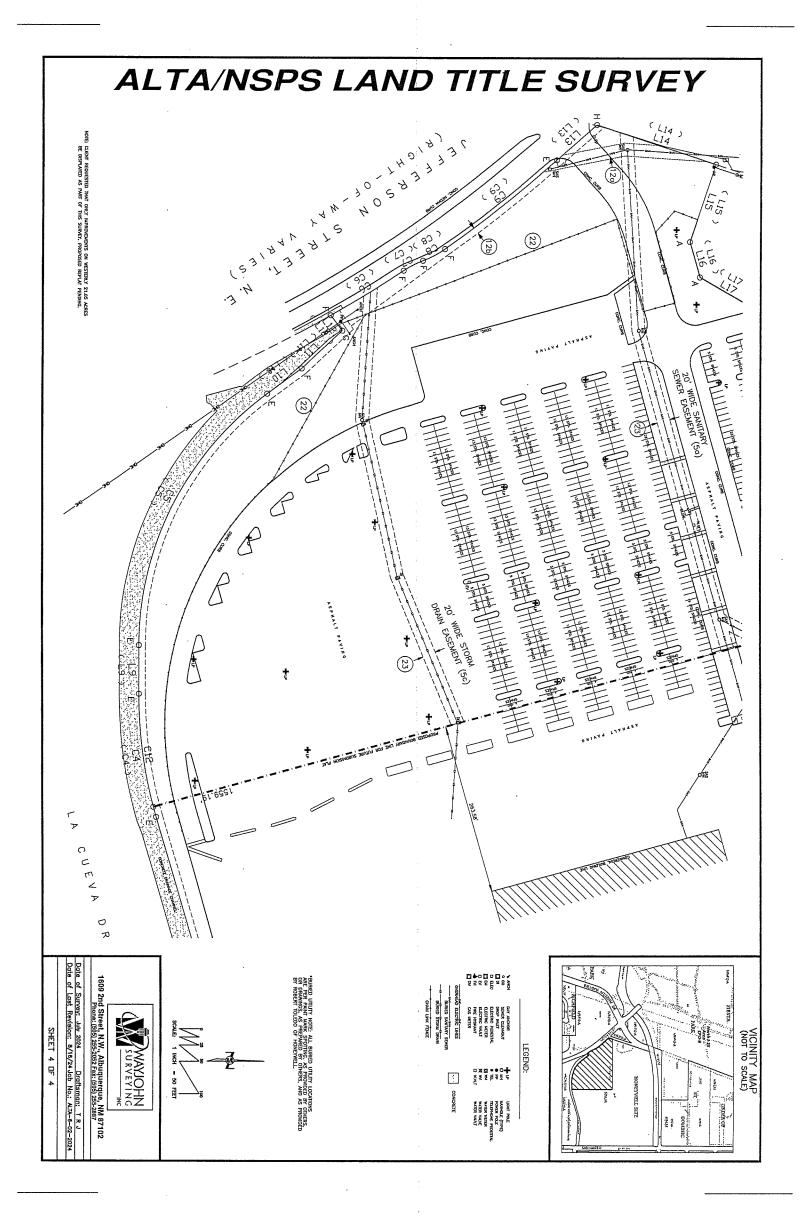
### ALTA/NSPS LAND TITLE SURVEY











THIS DOCUMENT SIGNED IN COUNTERPARTS

#### **EASEMENT AGREEMENT**

This EASEMENT AGREEMENT (the "Agreement") is made and entered into this day of August, 2024 by and between the City of Albuquerque, a New Mexico municipal corporation, and its heirs, successors and assigns (collectively, the "Grantor"), and Sanprevest, LLC, a New Mexico limited liability company, and its successors and assigns (collectively, the "Grantee"). In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

- Grant of Easement. Grantor hereby grants and conveys to Grantee and Grantee's employees, contractors, agents, and representatives, a perpetual non-exclusive easement and right of way in, on, along, under and over that certain real property of Grantor being more particularly described in the attached Exhibit A ("Easement Legal Description") and Exhibit B ("Survey") (describing and showing the "Easement Property") to: (a) enter upon and, at Grantee's sole cost, to survey, construct, install, operate, use, maintain, test, inspect, modify, change the size of, repair, replace, renew, relocate, re-construct, and remove improvements related to Grantee's operation of a sanitary sewer and storm drainage ("System"), together with all necessary and convenient valves, pipes, meters, markers, lines, covers, manholes, equipment, appurtenances, appurtenant structures, and connections attached thereto (collectively, the "Facilities"); (b) operate, maintain, repair and replace the Facilities in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the System. Grantor further grants to Grantee, and Grantee's employees, contractors, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property and adjoining lands of Grantor for access to the Facilities and the use and enjoyment of the Easement Property as permitted by this Agreement; provided that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property. Grantor retains the right to tie into the System, at its own cost, at a later date subject to the approval of the ABCWUA, provided, however, that any tie into the System by Grantor shall not reduce the functionality and appropriateness for the use of Grantee's purposes and after any tie into the System by Grantor, the obligations, burdens, and costs set forth in Section 4 and Section 5 of this Agreement shall change from Grantee to Grantor.
- 2. **Temporary Construction Easement.** Grantor hereby grants to Grantee and Grantee's employees, contractors, agents, and representatives, a temporary easement over such additional portions of the lands of Grantor adjacent to the Easement Property as is available and reasonably necessary for equipment and materials. Grantee agrees to provide written notice to Grantor two (2) weeks prior to any intended exercise of the rights granted in this Section 2 of this Agreement. Grantee shall not have access, except under exceptional circumstances, for the following periods every year: a) The two (2) days prior to Memorial Day through the two (2) days after Memorial Day; b) July 1st through July 5th; and c) September 1st through October 31st. As used herein, "exceptional circumstances" shall include, without limitation, an event of flooding or if utilization of the System for Grantee's purposes would result in flooding.
  - 3. Grantor's Rights and Obligations. Subject to the express limitations in Section

- 3 of this Agreement, Grantor reserves the right to use and enjoy the Easement Property for purposes which are not inconsistent with the rights and privileges granted under this Agreement.
- a. Grantor shall not (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Easement Property; or (ii) change the grade of the Easement Property by more than 36 inches without prior written authorization from Grantee, which authorization may be granted or withheld in Grantee's sole discretion; provided, however, that the limitation in item (i) above shall not prohibit Grantor's erection, construction, installation or maintenance of landscaping, driveways, curbs, sidewalks, pavement or parking spaces to the extent that such improvements do not change the grade of the Easement Property by more than 36 inches.
- b. Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Premises; provided, however, that any such easement shall (i) be granted subject to the easement granted in this Agreement and shall not materially interfere with the rights granted under this Agreement; and (ii) not allow for the location of any facilities or improvements within 10 feet to either side from the centerline of the Facilities.
- 4. **Maintenance and Repair.** Grantee, at its sole cost, shall maintain, repair, replace, and service the Facilities as reasonably necessary for the safe and efficient operation of the System, but have no obligation to maintain the surface of the Easement Property. Grantor, at its sole cost, shall maintain the Easement Property so that Grantee's rights under this Agreement and the Facilities (both surface and subsurface occupancies, as applicable) are not disturbed, including, without limitation, the care of grass, the mowing of grass or weeds, the removing of silt, debris, and any other obstruction to the free and unobstructed use of the Easement Property by Grantee.
- Agreement within and upon the Easement Property, Grantee, at its sole cost, shall restore the Easement Property or applicable portion thereof as nearly as practicable to substantially its condition existing immediately prior to the commencement of the work by Grantee. In addition, Grantee agrees that in connection with its use of the Easement Property, Grantee shall, at its sole cost, promptly repair any damage caused to the Easement Property, the improvements located thereon, or any adjacent real or personal property of Grantor as a result of Grantee's exercise of the rights granted by this Agreement; provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage. For the avoidance of doubt, Grantee shall not be obligated to repair any damage to any improvements located on the Easement Property, or any adjacent real property of Grantor to the extent such improvements were constructed, erected or otherwise placed on or about the Easement Property in violation of the terms and conditions of this Agreement.
- 6. **Perpetual Easement.** The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which touch and concern the Easement Property. The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall bind Grantor and its grantees, successors, and assigns, and inure to the benefit of Grantee and its grantees, successors, and assigns.

Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico. The section headings or captions are included only for convenience, and shall not be construed to modify, limit or otherwise affect the covenants, terms or provisions of any section of this Agreement. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision. This Agreement represents the entire understanding between Grantor and Grantee with respect to the subject matter hereof, and except as otherwise expressly identified in this Agreement, no other agreements or promises, oral or written exists between them. This Agreement may be modified or released only by the express, written consent of both Grantor and Grantee, duly recorded, and any such modification, when duly recorded, shall run with the Easement Property.

**TO HAVE AND TO HOLD** the easements provided herein, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, and its respective successors and permitted assigns, forever.

[Signatures appear on the following pages.]

**IN WITNESS WHEREOF,** Grantor and Grantee have signed, sealed and delivered this Agreement as of the day and year first set forth above.

GRANTOR: CITY OF ALBUQUERQUE, A NEW MEXICO MUNICIPAL CORPORATION
Samantha Sengel, EdD Chief Administrative Officer
Date:
THE STATE OF NEW MEXICO
COUNTY OF BERNALILLO
This instrument was acknowledged before me on this day of, 2024, by Samantha Sengel, Chief Administrative Officer of the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.
Notary Public:
My Commission Expires:

#### **GRANTEE:**

SANPREVEST, LLC a New Mexico limited liability company

Name: Ilya Klein

Title: B President

THE STATE OF NEW MEXICO

COUNTY OF BERNALILLO

**§ § §** 

This instrument was acknowledged before me on the 15th day of August, 2024, by 1/9 Aleksandr Klein, 1/125:16/1/ of Sanprevest, LLC, a New Mexico limited liability company, on behalf of said Grantee.

NOTARY PUBLIC, State of New Mexico

Nevada 33

Blake Burney
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 19-7381-01
MyAppt. Expires September 12, 2027

#### **EXHIBIT A**

TO EASEMENT AGREEMENT

**Easement Legal Description** 

20' WIDE PUBLIC STORM DRAIN EASEMENT METES AND BOUNDS (SOUTH)

A twenty-foot (20') wide public storm drain easement, located within a parcel of land containing the westerly 21.04 acres of Tract 1-A-1-A (hereinafter called subject parcel), of the Honeywell Site, Albuquerque, New Mexico, as the same is shown and recorded on the plat thereof, filed in the Office of the County Clerk of Bernalillo County on April 19, 1989, in Plat Book 99C, Page 92, being more particularly described as follows:

Beginning for a tie at the southwest property corner of Tract 1-A-1-B of the Honeywell Site, Albuquerque, New Mexico, as the same is shown and recorded on the plat thereof, filed in the Office of the County Clerk of Bernalillo County on April 19, 1989, in Plat Book 99C, Page 92, S 20° 13' 43" E, 552.97 feet to the northwest corner of twenty-foot wide public storm drain easement, a point located on the westerly property line of subject parcel, and point of beginning;

THENCE, leaving the westerly property line of subject parcel, continuing along the northerly edge of twenty-foot wide public storm drain easement, S 86° 33′ 36" E, 202.53 feet to the northeast corner of twenty-foot wide public storm drain easement, being located on the easterly property line of subject parcel;

THENCE, continuing along the easterly edge of twenty-foot wide public storm drain easement and property line of subject parcel, S 15° 15' 58" E, 20.15 feet to the southeast corner of twenty-foot wide public storm drain easement;

THENCE, leaving the easterly property line of subject parcel, continuing along the southerly edge of twenty-foot wide public storm drain easement, S 67° 44′ 24″ W, 246.22 feet to a point;

THENCE, continuing along the southerly edge of twenty-foot wide public storm drain easement, S 77° 22' 28" W, 248.32 feet to a point;

THENCE, continuing along the southerly edge of twenty-foot wide public storm drain easement, N 86° 33' 36" W, 191.04 feet to the southwest corner of twenty-foot wide storm drain easement, a point located on the westerly property line of subject parcel;

THENCE, continuing along the westerly edge of twenty-foot wide public storm drain easement and property line of subject parcel, a curve to the left, having a radius of 2043.00 feet, an arc length of 24.59 feet, an internal angle of 00° 41' 23", a chord bearing of N 32° 08' 34" W, a distance of 24.59 feet, to the northwest corner of twenty-foot wide public storm drain easement and point of beginning, containing 13,788.66 square feet (0.3165 acres), more or less.

#### EXHIBIT B

TO EASEMENT AGREEMENT

Survey

#### **EASEMENT AGREEMENT**

This EASEMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of August, 2024 by and between the City of Albuquerque, a New Mexico municipal corporation, and its heirs, successors and assigns (collectively, the "Grantor"), and Sanprevest, LLC, a New Mexico limited liability company, and its successors and assigns (collectively, the "Grantee"). In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

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  - 3. Grantor's Rights and Obligations. Subject to the express limitations in Section

3 of this Agreement, Grantor reserves the right to use and enjoy the Easement Property for purposes which are not inconsistent with the rights and privileges granted under this Agreement.

- a. Grantor shall not (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Easement Property; or (ii) change the grade of the Easement Property by more than 36 inches without prior written authorization from Grantee, which authorization may be granted or withheld in Grantee's sole discretion; provided, however, that the limitation in item (i) above shall not prohibit Grantor's erection, construction, installation or maintenance of landscaping, driveways, curbs, sidewalks, pavement or parking spaces to the extent that such improvements do not change the grade of the Easement Property by more than 36 inches.
- b. Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Premises; provided, however, that any such easement shall (i) be granted subject to the easement granted in this Agreement and shall not materially interfere with the rights granted under this Agreement; and (ii) not allow for the location of any facilities or improvements within 10 feet to either side from the centerline of the Facilities.
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- Agreement within and upon the Easement Property, Grantee, at its sole cost, shall restore the Easement Property or applicable portion thereof as nearly as practicable to substantially its condition existing immediately prior to the commencement of the work by Grantee. In addition, Grantee agrees that in connection with its use of the Easement Property, Grantee shall, at its sole cost, promptly repair any damage caused to the Easement Property, the improvements located thereon, or any adjacent real or personal property of Grantor as a result of Grantee's exercise of the rights granted by this Agreement; provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage. For the avoidance of doubt, Grantee shall not be obligated to repair any damage to any improvements located on the Easement Property, or any adjacent real property of Grantor to the extent such improvements were constructed, erected or otherwise placed on or about the Easement Property in violation of the terms and conditions of this Agreement.
- 6. **Perpetual Easement.** The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which touch and concern the Easement Property. The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall bind Grantor and its grantees, successors, and assigns, and inure to the benefit of Grantee and its grantees, successors, and assigns.

7. **Miscellaneous.** This Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico. The section headings or captions are included only for convenience, and shall not be construed to modify, limit or otherwise affect the covenants, terms or provisions of any section of this Agreement. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision. This Agreement represents the entire understanding between Grantor and Grantee with respect to the subject matter hereof, and except as otherwise expressly identified in this Agreement, no other agreements or promises, oral or written exists between them. This Agreement may be modified or released only by the express, written consent of both Grantor and Grantee, duly recorded, and any such modification, when duly recorded, shall run with the Easement Property.

**TO HAVE AND TO HOLD** the easements provided herein, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, and its respective successors and permitted assigns, forever.

[Signatures appear on the following pages.]

**IN WITNESS WHEREOF**, Grantor and Grantee have signed, sealed and delivered this Agreement as of the day and year first set forth above.

GRANTOR: CITY OF ALBUQUERQUE, A NEW MEXICO MUNICIPAL CORPORATION

Samantha Sengel, EdD

Chief Administrative Officer

Date:

THE STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on this 15 day of 1024, by Samantha Sengel, Chief Administrative Officer of the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

Notary Public:

My Commission Expires: 8 7 7-20

REYLENE GARCIA
Notary Public
State of New Mexico
Commission # 1101723
My Comm. Expires Aug 19, 20

My Comm. Expires Aug 19, 2025

GRANTEE:
SANPREVEST, LLC a New Mexico limited liability company
By:
Name:
Title:
THE STATE OF NEW MEXICO
COUNTY OF BERNALILLO  §  §  §  §
This instrument was acknowledged before me on the day of, 2024, by of Sanprevest, LLC, a New Mexico limited liability company, on behalf of said Grantee.
liability company, on behalf of said Grantee.
NOTARY PUBLIC, State of New Mexico

#### **EXHIBIT A**

TO EASEMENT AGREEMENT

**Easement Legal Description** 

20' WIDE PUBLIC STORM DRAIN EASEMENT METES AND BOUNDS (SOUTH)

A twenty-foot (20') wide public storm drain easement, located within a parcel of land containing the westerly 21.04 acres of Tract 1-A-1-A (hereinafter called subject parcel), of the Honeywell Site, Albuquerque, New Mexico, as the same is shown and recorded on the plat thereof, filed in the Office of the County Clerk of Bernalillo County on April 19, 1989, in Plat Book 99C, Page 92, being more particularly described as follows:

Beginning for a tie at the southwest property corner of Tract 1-A-1-B of the Honeywell Site, Albuquerque, New Mexico, as the same is shown and recorded on the plat thereof, filed in the Office of the County Clerk of Bernalillo County on April 19, 1989, in Plat Book 99C, Page 92, S 20° 13' 43" E, 552.97 feet to the northwest corner of twenty-foot wide public storm drain easement, a point located on the westerly property line of subject parcel, and point of beginning;

THENCE, leaving the westerly property line of subject parcel, continuing along the northerly edge of twenty-foot wide public storm drain easement, S 86° 33' 36" E, 202.53 feet to the northeast corner of twenty-foot wide public storm drain easement, being located on the easterly property line of subject parcel;

THENCE, continuing along the easterly edge of twenty-foot wide public storm drain easement and property line of subject parcel, S 15° 15′ 58" E, 20.15 feet to the southeast corner of twenty-foot wide public storm drain easement;

THENCE, leaving the easterly property line of subject parcel, continuing along the southerly edge of twenty-foot wide public storm drain easement, S 67° 44' 24" W, 246.22 feet to a point;

THENCE, continuing along the southerly edge of twenty-foot wide public storm drain easement, S 77° 22' 28" W, 248.32 feet to a point;

THENCE, continuing along the southerly edge of twenty-foot wide public storm drain easement, N 86° 33' 36" W, 191.04 feet to the southwest corner of twenty-foot wide storm drain easement, a point located on the westerly property line of subject parcel;

THENCE, continuing along the westerly edge of twenty-foot wide public storm drain easement and property line of subject parcel, a curve to the left, having a radius of 2043.00 feet, an arc length of 24.59 feet, an internal angle of 00° 41' 23", a chord bearing of N 32° 08' 34" W, a distance of 24.59 feet, to the northwest corner of twenty-foot wide public storm drain easement and point of beginning, containing 13,788.66 square feet (0.3165 acres), more or less.

EXHIBIT B

TO EASEMENT AGREEMENT

Survey

### ALTA/NSPS LAND TITLE SURVEY

WESTERLY 21.04 ACRES LEGAL DESCRIPTION:

PHERCE, continuing along the northerly property line of the partial breish described, a curve to the right, having a redius of 280.6.3 Feet, on are length of 281.75 feet, and internal angle of 5 33 °44", a chard boaring of NR 104 '52", a distinct of 281.64 feet, to the northeast corner of the partial herich described; THENCE, conlinving along the easterly properly line of the portion herein described, S 15° 31° 38° E, 1559.19 feet to the southeast corner of the portion herein described: THENCE, continuing along the northerly property line of the portion herein described, N 78° 18° 38°E, 106.72 feet to a point of curvature; deginning at the northwest corner of the portion herein described, also being the northwest corner of Tract 1—A—1—A of the Honeywell Site; proposed setterly portion of Tract I-A-I-A of the theorywell Site, bipaperous, hew heirico, as the same is shown ond recorded on the dat thereof, illed in the Office of the County Clerk of Bernaillia County o April 19, 1989, in Plot Book 99C, Fege 92, as more particularly tearlibed as follows:

PRECEC, continuing along the scatterty property line of the portion herein described, a curve to the right, broing a rotius of 684.00 feet, on are leopib of 174.83 feet, and internal ongle of 14\* 38\* 41°, a point chord bearing of S 82\* 42\* 14\* 14, a distance of 174.35 feet, to a point of tangency; THENCE, continuing along the southerly property line of the portion herein described, N 88' 59' 16'W, 75.25 feet to a point of curvature;

PRESCE, continuing along the southerly property line of the pardian brein described, a curve to the right, howing a radian of 484,00 feet, on are leight of 484,86 feet, and internal origin of 33 13 15 15; according of 18 53 22 25 W, a distance of 433,85 feet, to a point of longency; IHENCE, continuing along the westerly property line of the portion herein tescribed, N 43' 31' 05'W, 84.97 feet to a point; HENCE, continuing along the westerly property line of the partion herein tescribed, N 35' 45' 41'W, 65.34 feet to a paint;

PRENCE, continuing along the westerly properly line of the portion herein described a curve to the right, howing a radius of 150,00 feet, on arc length of 33,28 feet, and internal angle of 17.27 24% a chard bearing of 18.27 25 15 W, a distance of 33,21 feet, to a paint of reverse curvalure: PREVICE, continuing along the westerly properly line of the portion herein described a curve to the Int. I having a rodau of 2043,00 feet, an are length of 130,88 feet, and internal ongle of 0.3° 40° 14°, a chord are bearing of N. 31° 53° 30° Nr. a distance of 130,85 feet, to a point of reverse curvature; THENCE, continuing along the southerly property line of the portion herein described, S-53 14 25 W,-29.62 feet to a point;

HERCE, continuing along the westerly properly line of the portion herein described, a curve to the self, thoring a radius of 190.00 feet, on are length of 38.49 feet, and internal angle of 14 ° 42' 01'; a chard basing of 18 ° 22' 57'W, a distance of 38.38 feet, to a point of compound curvature;

HERCE, continuing along the westerly property line of the partish herein described, a curve in the right, howing a radius of 2015,50 feet, and a teaghh of 208.95 feet, and internal angle of 06 06 48; a chard to bearing of 1N 38 52 24° W, a distance of 218.79 feet, to a paint of languarry; THENCE, continuing along the westerly property line of the partion herein described, N 41° 55′ 49°W, 82.39 feet to a point;

THEVEC. continuing along the westerly prosety line of the portion herein described, N IS IS 3 EC. 193368 lets to the southerst property corner of Troct 1-A-1-B, Honoyrell Site, Abouterque, New Marico, or the same is them and despinated on the polit hereof, finel in the Goody Creek of Bernollia County, New Marico, on April 19, 1985, in Pal Boak Spr. Togs 92: THENCE, continuing along the southerly property line Tract 1—A-1—B, Honeywell Site, S 71°41° 24°E, 125.49 feet to the southeast property corner of Tract 1—A-1—B;

THENCE, continuing along the northerly property line of fract 1-A-1-B, Honeywell Site, described, N 71° 41° 24°W, 76.70 feet to the northwest property corner of fract 1-A-1-B, Haneywell Site; THENCE, continuing along the easterly property line of Tract 1-A-1-B, Honeywell Site, described, N 15' 09' 40'W, 204.72 feet to a point; THENCE, continuing along the easterly property line of Tract 1—A-1—B, Honeywell Site, described, N 29° 50° 20°E, 86.89 feet to a point; THENCE, continuing along the easterly property line of Tract 1—A-1—B, Honeywell Site, described, N 73° 50° 10°E, 56,70 feet to a point;

THENCE, continuing along the westerly edge of the portion herein described. N 18' 18' 35'E, 321.52' feet to the northwest corner property corner of the portion herein described and point of beginning, containing 21.04 acres, more or less.

STEWART TITLE OF ALBUQUERQUE, LLC COMMINIENT NO. 2301476 EFFECTIVE DATE APRIL 12, 2024 AT 8:00 A.M. NOTES CORRESPONDING TO SCHEDULE B:

(i) Reservations and exceptions in the Potent by the United States America recorded an October 27, 1923, in Book 80, Page 333, records of Bernallia County, New Markon Item dietas subject property. Item is not pictied hereon. Item is blanket in nature.

© Essements and Molets, as shown on the recorded plot, recorded in the Book Cit, Poge 188; in Piot Book Cit, Poge 39; in Piot Book CZT, Poge 110; in Piot Book Cit, Poge 134 and in Piot Book 91 Poge 92, recorded to Benefilin County, New Mexico. Item offects subject property. Item is piotted hereon.

to 20 Fool Wide Poblic Sandory Sewer Eceannesh
b: 10 Fool Wide Fabilis Chairlege Conversed.
c: South 10 Feet of Poblic Sandory Sever Eceannesh
d: 10 Fool Wide Fabilis Utility Eceannesh
e: 3 Fool by 10 Fool Poblic Utility Eceannesh
f: 7 Fool Wide Poblic Utility Eceannesh
f: 92 Fool Wide Poblic Utility Eceannesh
h: Poblic Utility Eceannesh

(S) Construct, and incidental purposess threats, agented to Public Service Company of New Harica, a New Havisto Comprosition, and The Neumann States Telephone and Telephon Company, a Colorodo Corproration, rescurided Orchiter SM, 1981 in Book Marc. 888, Page 815, as Doc. No.81 57601, mercids of Bernalinio County, New 1985, and Doc. No.81 57601, mercids of Bernalinio County, New 1985, and Doc. No.81 57601, mercids of Bernalinio County, New 1985, and 198

© Essemant, and incidental purposes thereits, granted to Positic Service Company of New Mexico, o New Mexico Composition, and The Mountain States Telephone and Telegraph Company, o Columado Carponition, recorded January 22, 1982 in Blook Mars, 906, Page 295 on Doc. No. 82 4994, records of Enmallia County, New Mexico, Item affects Josephson Properly, Item 1s plated thereon.

(Easement Encroachment Agreement, recorded July 24, 1985 in Book Misc. 252b, Page 174 as Document No. 85 59617, records of Benoillio County, New Healtoo, Item no longer appears to affect subject properly, Item is not plotted hereon.

(ii) Undergound Exernett, and Incidential purposes threits, granted to public Service Company of New Heatics, of New Heatic Comprosition and The Humidin States Telephone and Telegraph Company, o Cidenais Corporation, recorded September 16, 1988 in Basis Marie 8654, Page 891 or Dac. No. 8884240, records of Bernollia County, New Marico. Nem orlietts subject properly. Hern by political heroot.

© Essenant, and incidental purposes thresto, graduat lo Public Service Company of New Hartico, a New Hactico Copproplient, and The Hamiliah States Telephone and Telephol Company, o Colorado Comproplies, researded April 2, 1289-78 in Book 927-7, Page 9280 a Disc. No. 9230340, rescords of Brinalia County, New Hanico, Item offetts subject property. Nem is policied herean.

© Ecsement, and incidential gurgasess thereta, granded to Public Service Commony of New Isotaca, a New Hearto Corporotion, and U.S. New Communications, a Colorado Corporotion, recorded November 6, 1986 in Book 96-27, page 8244 os tope, No. 96(2)310s, records of Bernallio Counly, New Marico, Item offects subject property, Item to pibited hereon.

(9) Use Restriction as contained in Special Warranty Deed recorded September 6, 2019 as Document No. 20190/5059, records of Bernallia County, New Mexico, larm affects subject property, Item is not plotted hereon. Item is blanket in nature. (20) Any consequences and/or disputes arising as to properly described in Schedule 'A', herein, not being assessed as it is being conveyed. Item affects subject properly. Item is not piotted hereon. Item is blanket in nature.

(2) Any consequences resulting in any violation of the New Maxico Subdivision Act. Item offects subject property. Item is not piotted hereon. Item is blanket in nature.

② Deviotion of feating inside the northerly and southwesterly portions of the insured premises as shown on ALTA /NSPS Land Title Survey, prepared by Thomas D, Johnston License No. 14256 duted Jagusl 1, 2024. Item offects subject properly. Item is polled hereon.

Essempl(s), If only, due to the existence of light poles, buried sonalong Sever fines and buried Storm Dind on 8 shown on AITA/NSPS Land Tille Survey, prepared by Thomas St., Johnston License, No. 12595 dotted Juyusi 1, 2024, Item partiely offects subject property. See Surveyor's Note 5, this absect.

BASIS OF BEARINGS:

Bearings shown hereon are New Mexico State Plane Grid, based on Albuquerque Control System Monumentation, All bearings and distances are "fled measured. Record bearings and/or distances are shown in parentheses."

# FLOOD INFORMATION:

This properly does lie in an area covered by a famal FEJIA.

Flood Sludy, Properly lies whith Zone X\*\* (No Flood Hozord).

Flood Sludy, Properly lies whith Zone X\*\* (No Flood Hozord).

Brown white No Boy Properly flood bacords, relatence: Flood insurance Role 840; Mbryuerque, Bernollio Coonly, New Hoston Panel 330002 0128 H: Effective Dote: August 16, 2012. : North Diversion Channel lies within Flood Zone A (No Flood Elevation)

STATEMENT OF ENCROACHMENTS:

(A) THERE ARE NO EDIFICAL ENCROACHMENTS AT THE TIME OF THIS SURVEY.

<u> </u>	(m)	5	( 25	1	Ę	(EF	114	(113)	٤	( L12 )	ទ	(11)	Ξ	(110)	5	ŝ	6	(2)	5	(9)	5	(u)	5	(E)	5	(14)	2	(0)	5	(2)	z	(u)	=	LINE #	
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Ω		321.52	N 16" 18" 36" E	5
CURVE #	:	DISTANCE	BEARING	LINE #
			FINE (WOLE	
			DIC TAGE	

		Ω	CURVE TABLE		
CURVE #	ARC LENGTH	.RADIUS_	DELTA ANGLE	- CHORD BEARING	CHORD LENGTH
Ω	512.17	2906.57	10' 06' 57"	S 83" 21" #4" W	512.50
9	513.35"	2906.57	10'07'10"	S &U' 22' 16" W	512.69"
ន	137.03	984.00	.59 .85 .4	2 92, 31, 42, E	138.92
(12)	137,14"	984,00	7 59 06	3 .00 OC. 58 S	137.03
ខ	306.16*	718.00	24' 29' 58"	2 BS: 14' O1" W	COTOC
(8)	308.24	715.00	24' 30' 20"	5 86" 14" 13" W	303.91*
2	191.08*	684.00	16" 00" 21"	H 82" O1" 23" E	91-061
(4)	191,17	684,00	18: 00: 20	H 81' 55' 30' [	190.35
ខ	149.66	484.00	27: 12: 21.	S 63' 22' 25' E	433.66
â	449.76	191,00	53" 14" 53"	5 65' 22' 48' E	433.75
8	130,88	2043.00	5 40 1.	H 31" 59" 30" W	130.65
<u>Ω</u>	131.06	2043.00	3' 40' 32"	H 31' 39' 18' W	131.04
9	X1.26	150.00	12' 42' 41'	S 27" 28" 18" E	X1.21°
9	N.ZE	150.00	12 42 45	5 27 28 15 E	32.21
ß	38.49	50.00	14' 42' 01"	H 28' 27' 57" W	36.36
( B	34.46°	150.00	14' 42' 06"	H 28' 27' 54" W	34.36
8	218.89	2051.50	6. 05. 48.	H 36" 52" 24" W	216.79
9	218.90	2051.50	6' 06' 48'	8 38' 57' 21" W	218.79
6	43.12	2905.57	0" 51" 01"	H 89" 59" 52" W	43.12
(00)	43.14*	2505.57	0. 21, 05,	H 68' 49' 52' W	43.14*
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ខ្ព	174.63	884.00	14:36:41.	S 82" 42" 14" W	174.35
( 012 )	¥	на	¥	£	ž

# SURVEYOR'S NOTES:

Ingress and Egress to the subject property is provided by Son Mateo Boulevard, N.E., and Jeffrson Street, N.E., descated and accepted Rights-of-Way mointained by the City of Albuquerque.

(LIB) N 71. 41. 31. M 20.70.

The subject property is not served and is not serviced by any adjoining property for drainage, ingress and egress except as shown.

5. Public Utility Eosements as noted: 4. Manumentation recovered, accepted or set is as noted hereon.

2. The title lines and actual possession lines are the same.

20' Wide Sanltary Sewer Easement (17,444.49 sq.ft.)
 20' Wide Storm Drain Easement (2,172.31 sq.ft.)
 20' Wide Storm Drain Easement (13,788.66 sq.ft.)

nrecorded at the lime of this survey. Easements are displayed hereon at the client's request and are for reference only.

TO: (BUYER), City of Albuquerque (LENDER), TBD	SURVEYOR'S CERTIFICATION:

ZONE: NON-RESIDENTIAL — LORT WANK-CTURNO ZONE DISTRICT (NR-LLJ)

SITE RESTRICTIONS

PARKING (WEST 21.04 ACRES): AREA (WEST 21.04 ACRES):

AREA (TRACT 1-A-1-A):

59.6520 Acres

SITE RESTRICTIONS ARE AVAILABLE FROM CITY OF ALBUQUEROUE ZONING CODE. CITY OF ALBUQUERQUE ZONING DEPARTMENT (505) 924—3860.

This is to carify that this map or joil and the surey on which it based were made in accordance with Minimum Standard Ohrall Requirements for ALTA/MSPS Land Title Surveys", jointly sateblished and despited by ALTA and MSPS in 2021, and includes litera 1, 2, 3, 4, 6, 7, 8, 9, 10 & 11(6) (location of utilities per visible, abover-ground, or sate absenced) of Table A threesf. Persuant abover-ground, or sate absenced in despitation of the strategy. Strategy of the despitation of the survey are strategy and a strategy. Strategy of the strategy are strategy to not exceed the allowable Positional Information. (TITLE COMPANY), Stewart Title of Albuquerque, LLC (UNDERWRITER), Stewart Title Guaronty Company



Thomas D. Johnston, NUPS 14269 August 1, 2024

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1609 2nd Street, N.W., Albuquerque, NM 87102 Phone: (505) 255-2052 Fax: (505) 255-2887

Date of Survey; July 2024 Draftsman; T.R.J.

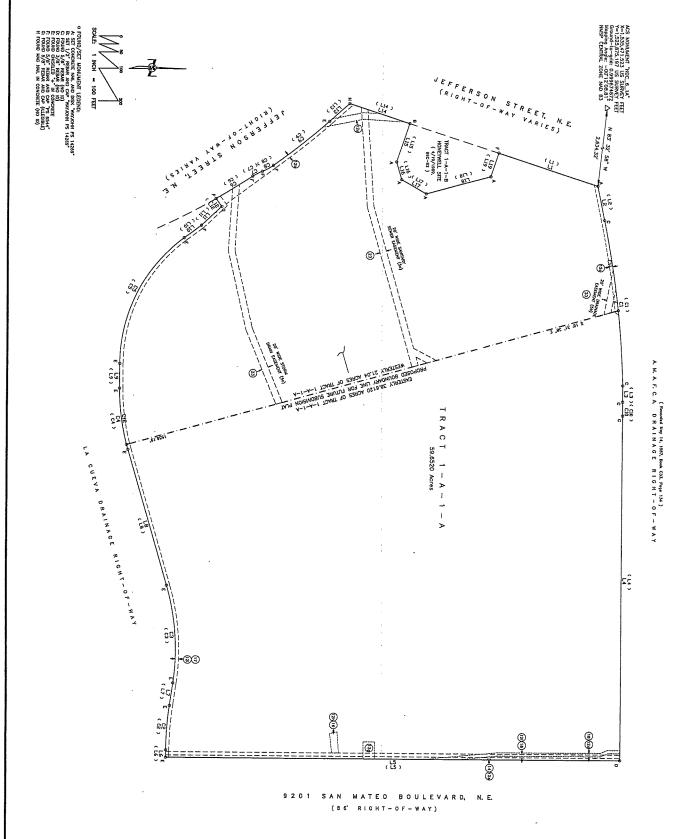
Date of Last Revision; 8/16/24 Job No.; ATX-6-02-2024

SHEET 1 UF 4

VICINITY MAP

10460 KESTA ű iš. ORDEN OF 7

# ALTA/NSPS LAND TITLE SURVEY



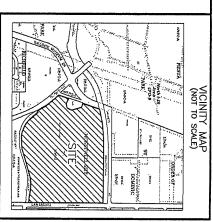
Those 1609 2nd Street, N.W., Albuquerque, NM 87102

Phone: 1609 2nd Street, N.W., Albuquerque, NM 87102

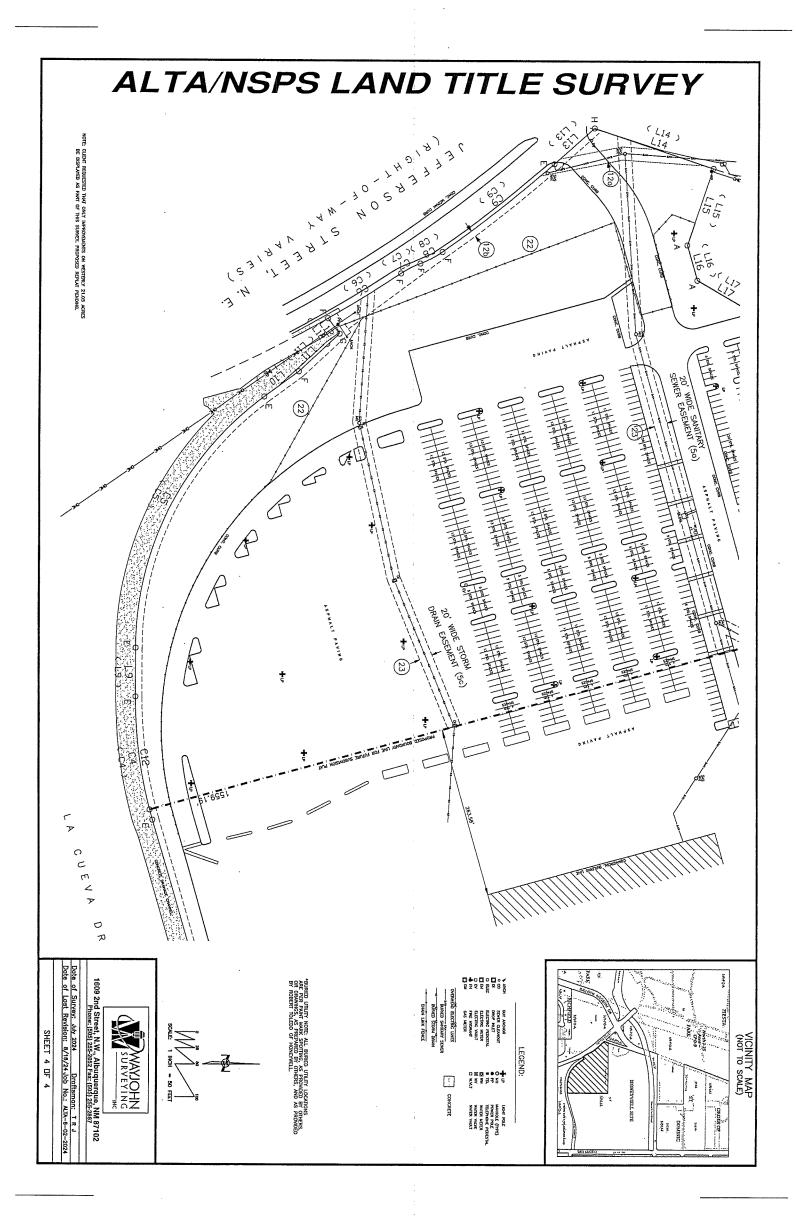
Date of Survey: July 2024 Direftsmoor: T R J

Date of Last Revision: 8/16/24 Job No.: Al7x-8-02-2024

SHEET 2 DF 4



# ALTA/NSPS LAND TITLE SURVEY VEFFERSON (RIGHT-OF-WAY STREET, N.E. TRACT 1-A-1-B N $\triangleright$ $\bigcirc$ Date of Survey: July 2024 Draftsman: T.R.J. Date of Last Revision: 8/18/24.Job No.: AJA-6-02-2024 1609 2nd Street, N.W., Albuquerque, NM 87102 Phone: (505) 255-2052 Fax: (505) 255-2887 SHEET 3 OF 4 VICINITY MAP (NOT TO SCALE) SURVEYING | N



Stewart File No.: 2301476

#### SPECIAL WARRANTY DEED

Sanprevest, LLC, a New Mexico limited liability company

for consideration paid, grant(s) to

City of Albuquerque, a New Mexico municipal corporation

whose address is P.O. Box 1293, Albuquerque, NM 87103

the following described real estate in Bernalillo County, New Mexico:

EXHIBIT 'A' FOR LEGAL DESCRIPTION

Subject to patent reservations, restrictions and easements of record and to taxes for the current year and years thereafter.

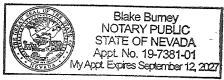
with special warranty covenants.

Executed this day of August, 2024.

ILYA Klein, Trustee of IGFALK Trust dated July 17, 2009, managing member of Impressive, LLC, as

Manager

State of Nevada
County of Clark
This instrument was acknowledged before me on this
SEAL
My Commission Expires: September 12,2027



File No.: 2301476 Warranty Deed Individual to Individual MO

## EXHIBIT "A" LEGAL DESCRIPTION

File No.: 2301476

A proposed westerly portion of Tract 1-A-1-A of the Honeywell Site, Albuquerque, New Mexico, as the same is shown and recorded on the plat thereof, filed in the Office of the County Clerk of Bernalillo County on April 19, 1989, in Plat Book 99C, Page 92, as more particularly described as follows:

Beginning at the northwest corner of the portion herein described, also being the northwest corner of Tract 1-A-1-A of the Honeywell Site;

THENCE, continuing along the northerly property line of the portion herein described, N 78° 18' 38" E, 106.72 feet to a point of curvature;

THENCE, continuing along the northerly property line of the portion herein described, a curve to the right, having a radius of 2906.57 feet, an arc length of 281.75 feet, and internal angle of 5° 33' 14", a chord bearing of N 81° 04' 53" E, a distance of 281.64 feet, to the northeast corner of the portion herein described;

THENCE, continuing along the easterly property line of the portion herein described, S 15° 31' 38" E, 1559.19 feet to the southeast corner of the portion herein described;

THENCE, continuing along the southerly property line of the portion herein described, a curve to the right, having a radius of 684.00 feet, an arc length of 174.83 feet, and internal angle of 14° 38' 41", a chord bearing of S 82° 42' 14" W, a distance of 174.35 feet, to a point of tangency;

THENCE, continuing along the southerly property line of the portion herein described, N 89° 59' 16" W, 75.25 feet to a point of curvature;

THENCE, continuing along the southerly property line of the portion herein described, a curve to the right, having a radius of 484.00 feet, an arc length of 449.66 feet, and internal angle of 53° 13' 51", a chord bearing of N 63° 22' 25" W, a distance of 433.66 feet, to a point of tangency;

THENCE, continuing along the westerly property line of the portion herein described, N 36° 45' 41" W, 65.34 feet to a point;

THENCE, continuing along the westerly property line of the portion herein described, N 43° 31' 05" W, 84.97 feet to a point;

THENCE, continuing along the southerly property line of the portion herein described, S 53° 14' 25" W, 29.62 feet to a point;

THENCE, continuing along the westerly property line of the portion herein described, a curve to the left, having a radius of 2043.00 feet, an arc length of 130.88 feet, and internal angle of 03° 40' 14", a chord bearing of N 31° 59' 30" W, a distance of 130.85 feet, to a point of reverse curvature;

File No.: 2301476 Page 1 of 2

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THENCE, continuing along the westerly property line of the portion herein described, a curve to the right, having a radius of 150.00 feet, an arc length of 33.28 feet, and internal angle of 12° 42' 41", a chord bearing of N 27° 28' 16" W, a distance of 33.21 feet, to a point of reverse curvature;

THENCE, continuing along the westerly property line of the portion herein described, a curve to the left, having a radius of 150.00 feet, an arc length of 38.49 feet, and internal angle of 14° 42' 01", a chord bearing of N 28° 27' 57" W, a distance of 38.38 feet, to a point of compound curvature;

THENCE, continuing along the westerly property line of the portion herein described, a curve to the right, having a radius of 2051.50 feet, an arc length of 218.89 feet, and internal angle of 06° 06' 48", a chord bearing of N 38° 52' 24" W, a distance of 218.79 feet, to a point of tangency;

THENCE, continuing along the westerly property line of the portion herein described, N 41° 55′ 49″ W, 82.39 feet to a point;

THENCE, continuing along the westerly property line of the portion herein described, N 18° 18' 36" E, 193.86 feet to the southwest property corner of Tract 1-A-1-B, Honeywell Site, 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 April 19, 1989, in Plat Book 99C, Page 92;

THENCE, continuing along the southerly property line Tract 1-A-1-B, Honeywell Site, S 71° 41′ 24″ E, 125.49 feet to the southeast property corner of Tract 1-A-1-B;

THENCE, continuing along the easterly property line of Tract 1-A-1-B, Honeywell Site, described, N 73° 50' 10" E, 56.70 feet to a point;

THENCE, continuing along the easterly property line of Tract 1-A-1-B, Honeywell Site, described, N 29° 50' 20" E, 86.89 feet to a point;

THENCE, continuing along the easterly property line of Tract 1-A-1-B, Honeywell Site, described, N 15° 09' 40" W, 204.72 feet to a point;

THENCE, continuing along the northerly property line of Tract 1-A-1-B, Honeywell Site, described, N 71° 41' 24" W, 76.70 feet to the northwest property corner of Tract 1-A-1-B, Honeywell Site;

THENCE, continuing along the westerly edge of the portion herein described, N 18° 18' 36" E, 321.52 feet to the northwest corner property corner of the portion herein described and point of beginning.

File No.: 2301476

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