

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 ("Property"); 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:

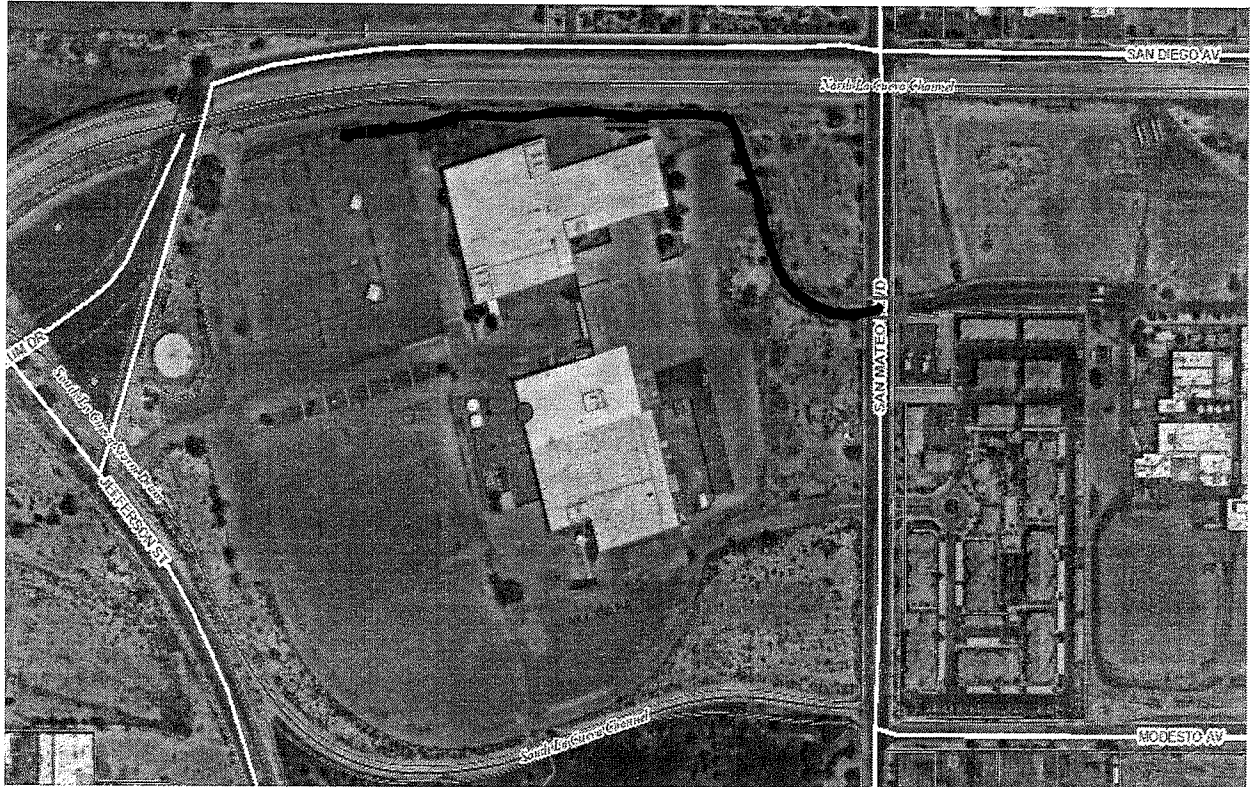
- a. The sum of \$200,000 for damage to or destruction of property arising out of a single occurrence; and,
- b. The sum of \$300,000 for all past and future medical and medically - related expenses arising out of a single occurrence; and,
- c. The sum of \$400,000 to any person for any number of claims 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]

Exhibit A



GRANTEE:

CITY OF ALBUQUERQUE,
A New Mexico municipal corporation

By: Samantha Sengel, EdD
Chief Administrative Officer

Date: _____

[illegible]

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:

By:

Ilya Klein *President*

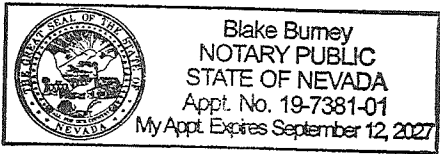
8/15/24
Date:

Nevada BB
STATE OF ~~NEW MEXICO~~)
Clark BB) SS
COUNTY OF ~~BERNALILLO~~)

This instrument was acknowledged before me this 15th day of August, 2024, by Ilya Alexander Klein.

BB
Notary Public _____

My Commission Expires: September 12, 2027



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 ("Property"); 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.

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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]

**GRANTOR –
SANPREVEST, LLC:**

By:

Ilya Klein

Date:

STATE OF NEW MEXICO)
)**SS**
COUNTY OF BERNALILLO)

This instrument was acknowledged before me this ____ day of _____, 20__, by_____.

Notary Public _____

My Commission Expires: _____

GRANTEE:

CITY OF ALBUQUERQUE,
A New Mexico municipal corporation

Not By: *Samantha Sengel*
Samantha Sengel, Esq.
Chief Administrative Officer

Date: 8/15/24

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

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

Notary Public: *Reylene Garcia*

My Commission Expires: 8-19-2025

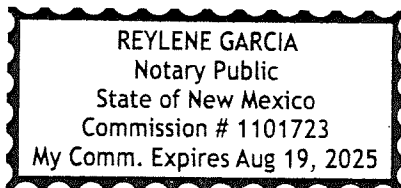
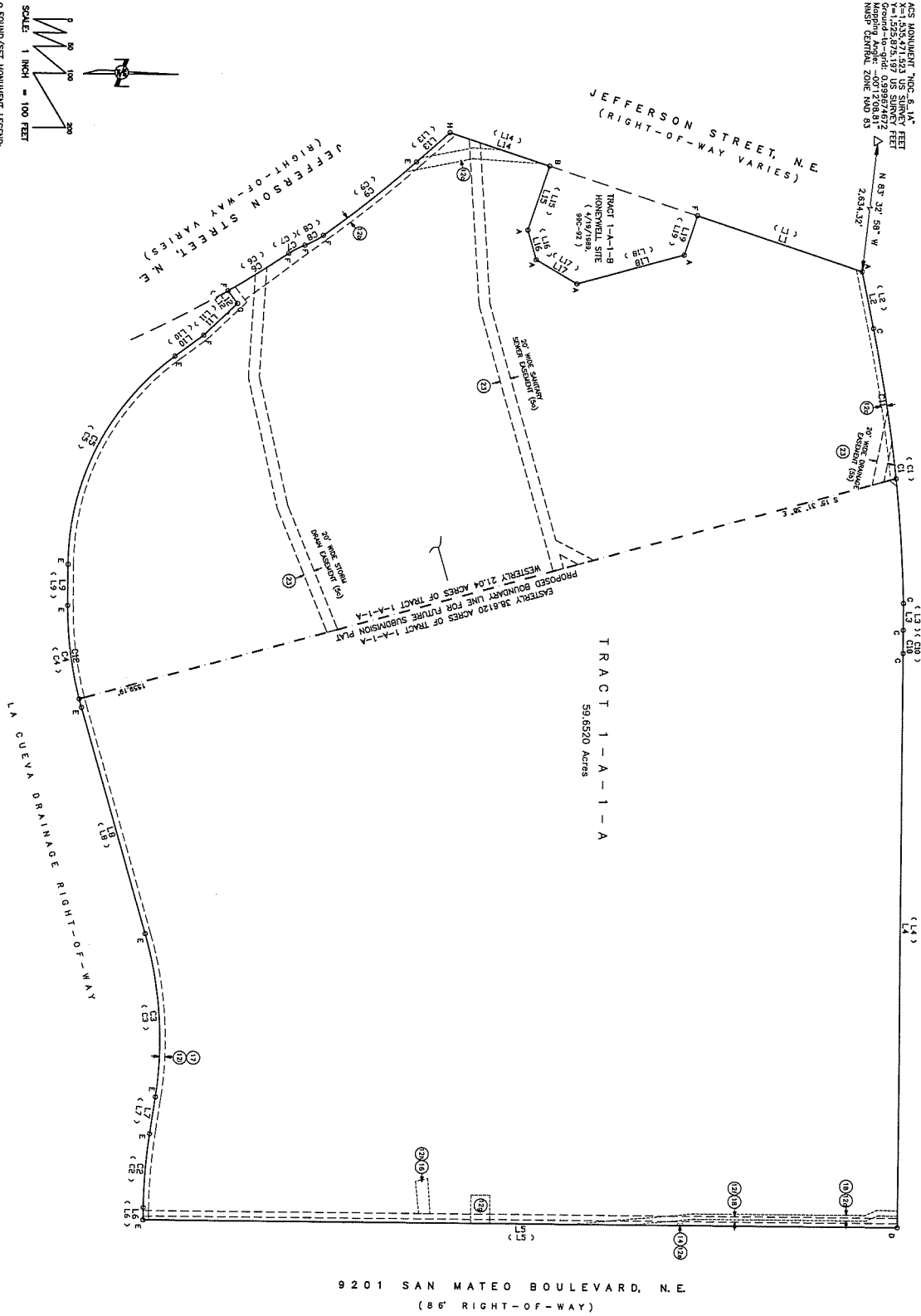


Exhibit A



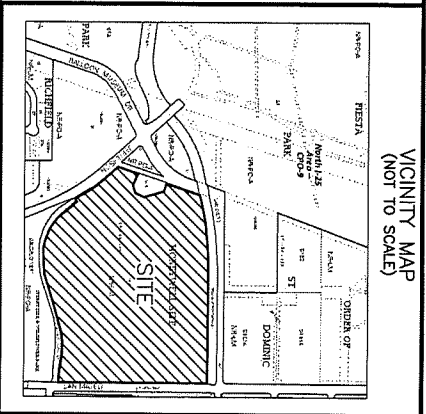
ALTA/NSPS LAND TITLE SURVEY



A.M.A.F.C.A. DRAINAGE RIGHT-OF-WAY
(Recorded May 14, 1997, Book C33, Page 134)

ACS MONUMENT NO. 8, 1/4\"/>

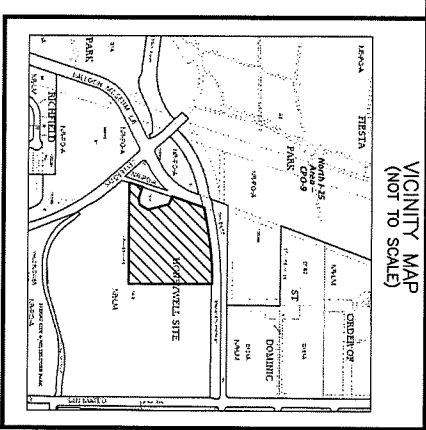
- FOUND/SET MONUMENT LEGEND:
- A. 1/4\"/>



1609 2nd Street, N.W., Albuquerque, NM 87102
Phone: (505) 255-2052 Fax: (505) 255-2897

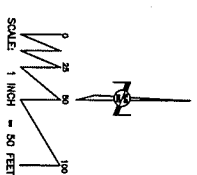
Date of Survey: July 2024 Draftsmen: T R J
Date of Last Revision: 8/19/24 Job No.: ALTA-6-02-2024

NOTE: CLIENT REQUESTED THAT ONLY IMPROVEMENTS ON WESTERLY 21.04 ACRES BE DISPLAYED AS PART OF THIS SURVEY. PROPOSED REPLAT PENDING.



•BURIED UTILITY NOTE: ALL BURIED UTILITY LOCATIONS ARE PER PAINT MARK SPOTTING, AS PROVIDED BY OTHERS, OR DRAWINGS, AS PREPARED BY OTHERS, AND AS PROVIDED BY ROBERT TOLEDO OF HONEYWELL.

- [illegible]



WAYJOHN
SURVEYING
INC.

1609 2nd Street, N.W., Albuquerque, NM 87102
Phone: (505) 277-0050 Fax: (505) 277-8002

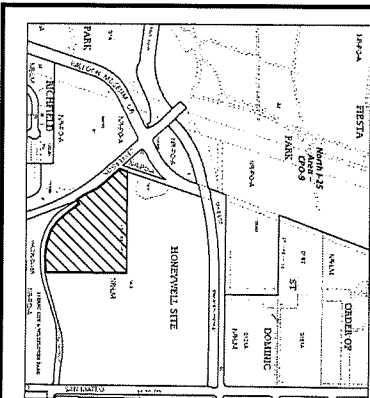
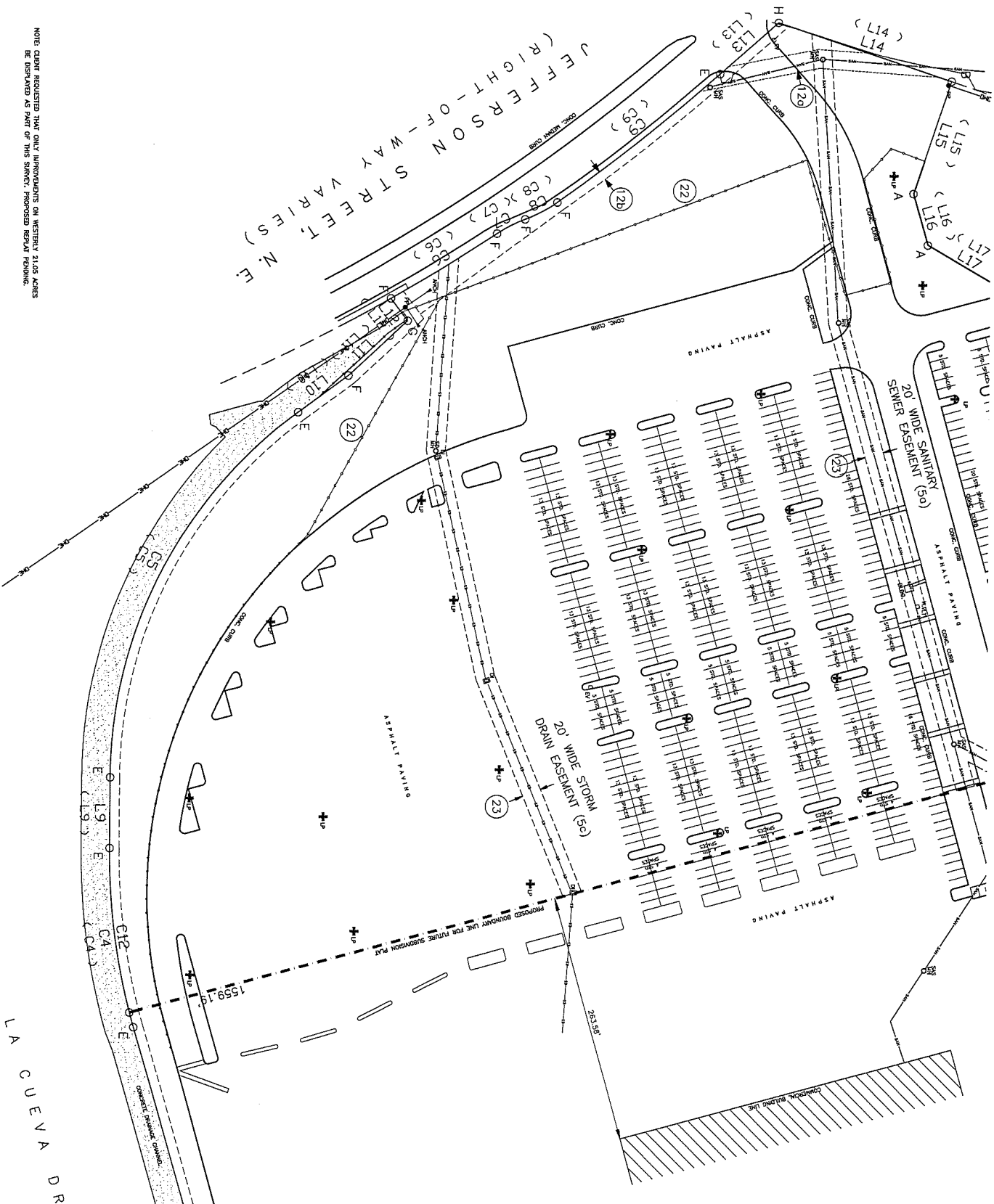
Phone: (505) 255-2052 Fax: (505) 255-2887

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.: ALTA-6-02--2022

ALTA/NSPS LAND TITLE SURVEY

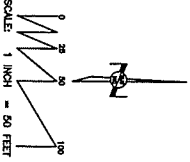
NOTE: CLIENT REQUESTED THAT ONLY IMPROVEMENTS ON WESTERNLY 21.03 ACRES BE DISPLAYED AS PART OF THIS SURVEY. PROPOSED REPLAN FENNING.



LEGEND:

- OUR ANCHOR
- CONCRETE
- CHAINED STORM DRAIN
- CHAIN LINE FENCE
- CONCRETE
- CHAINED STORM DRAIN
- CHAIN LINE FENCE

*BURIED UTILITY NOTE: ALL BURIED UTILITY LOCATIONS ARE PER PAINT MARK SPOTTING, AS PROVIDED BY OTHERS OR DOMAINS, AS PREPARED BY OTHERS, AND AS PROVIDED BY ROBERT TOLAND OF HOMEWELL.



1609 2nd Street, N.W., Albuquerque, NM 87102
Phone: (505) 255-2621 Fax: (505) 255-2887

Date of Survey: July 2024 Draftsmen: T R U
Date of Last Revision: 8/16/24 Job No.: ALTA-02-2024

THIS DOCUMENT SIGNED IN COUNTERPARTS

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Agreement") is made and entered into this 16th 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:

1. **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.

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.

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 _____, 2024, by _____, as _____ of the City of Albuquerque, on behalf of said Grantor.

NOTARY PUBLIC, State of New Mexico

GRANTEE:

SANPREVEST, LLC
a New Mexico limited liability company

By: [Signature]

Name: Illya Klein

Title: President

Nevada MB
THE STATE OF ~~NEW MEXICO~~
Clark MB
COUNTY OF ~~BERNALILLO~~
§
§
§

This instrument was acknowledged before me on the 15th day of August, 2024, by Illya Alexander Klein, President of Sanprevest, LLC, a New Mexico limited liability company, on behalf of said Grantee.

[Signature]
NOTARY PUBLIC, State of ~~New Mexico~~
Nevada MB

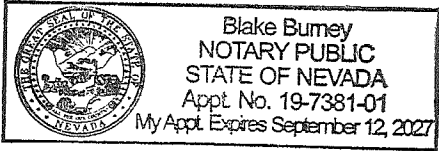


EXHIBIT A

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:

1. **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.

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.

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



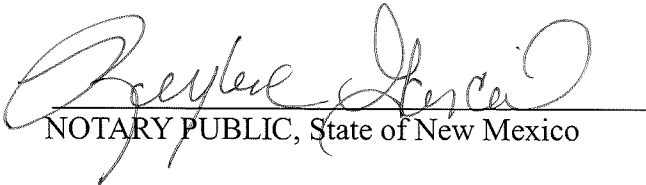
Samantha Sengel, Esq.
Chief Administrative Officer

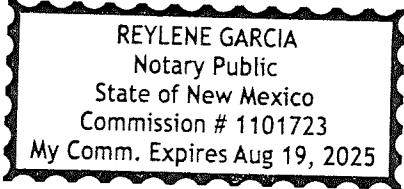
Date: 8/15/24

THE STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on August 15th, 2024, by Samantha Sengel, as Chief Administrative Officer of the City of Albuquerque, on behalf of said Grantor.


NOTARY PUBLIC, State of New Mexico



GRANTEE:

SANPREVEST, LLC
a New Mexico limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF NEW MEXICO

COUNTY OF BERNALILLO

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§
§

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 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

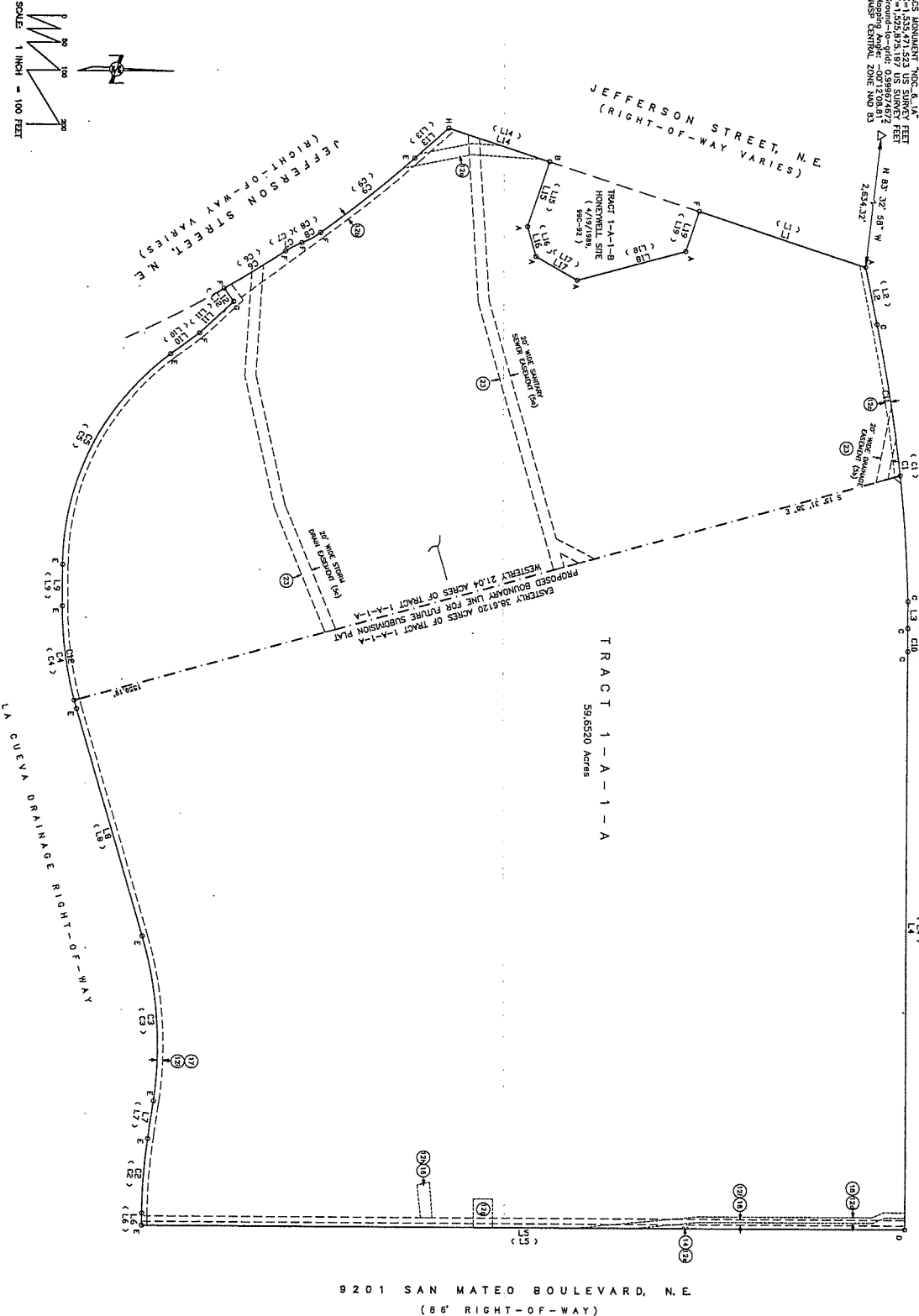
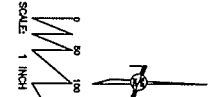
TO EASEMENT AGREEMENT

Survey

ALTA/NSPS LAND TITLE SURVEY

FOUND/SET MONUMENT LEGEND:
A SET CONCRETE NAIL AND DISK, WAYPOINT PS 14289*
B SET CONCRETE NAIL AND DISK, WAYPOINT PS 14289*
C SET CONCRETE NAIL AND DISK, WAYPOINT PS 14289*
D SET CONCRETE NAIL AND DISK, WAYPOINT PS 14289*
E FOUND 5/8" IRON AND CAP (ELEGANT)
F FOUND 5/8" IRON AND CAP (ELEGANT)
G FOUND 5/8" IRON AND CAP (ELEGANT)
H FOUND 5/8" IRON AND CAP (ELEGANT)
I FOUND 5/8" IRON AND CAP (ELEGANT)
J FOUND 5/8" IRON AND CAP (ELEGANT)

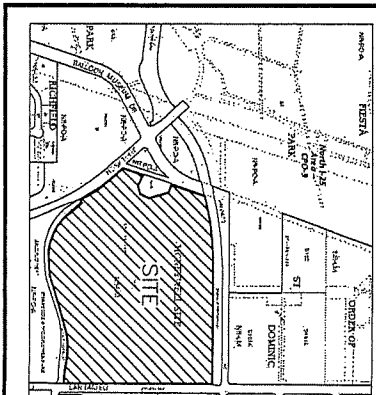
SCALE: 1 INCH = 100 FEET



A.M.A.F.C.A. DRAINAGE RIGHT-OF-WAY
(Revised by 14, 1987 Book 234 Page 134)

TRACT 1-A-1-A
59.6520 Acres

9201 SAN MATEO BOULEVARD, N.E.
(86' RIGHT-OF-WAY)



VICINITY MAP
(NOT TO SCALE)



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

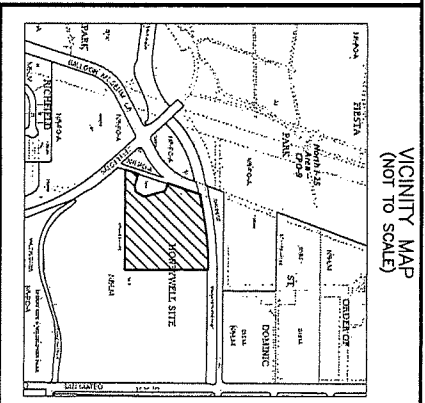
Phone: (505) 255-2052 Fax: (505) 255-2887

Date of Survey: July 2024

Draftsman: T.R.J.

Date of Last Revision: 8/19/24 Job No.: ALTA-6-02-2024

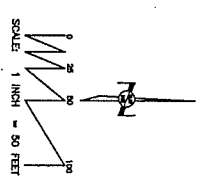
NOTE: CLIENT REQUESTED THAT ONLY IMPROVEMENTS ON WESTERLY 21.04 ACRES BE DISPLAYED AS PART OF THIS SURVEY. PROPOSED REPLAT PENDING.



LEGEND:

- [illegible]

*BURIED UTILITY NOTE: ALL BURIED UTILITY LOCATIONS ARE PER PAINT MARK SPOTTING, AS PROVIDED BY OTHERS, OR DRAWINGS, AS PREPARED BY OTHERS, AND AS PROVIDED BY ROBERT TOLEDO OF HONEWELL.



WAYJOHN
SURVEYING
INC

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

Phone: (505) 255-2052 Fax: (505) 255-2887

Date of Survey: July 2024	Draftsman: T R J
Date of Last Revision: R/18/24, Job No.: ATY-6-02-2024	

THIS DOCUMENT SIGNED IN COUNTERPARTS

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Agreement") is made and entered into this 16th 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:

1. **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.

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.

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 ____ 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: [Signature]

Name: Ilya Klein

Title: President

Nevada MB
~~THE STATE OF NEW MEXICO~~
Clark MB
~~COUNTY OF BERNALILLO~~
§
§
§

This instrument was acknowledged before me on the 15th day of August, 2024, by Ilya Alexander Klein, President of Sanprevest, LLC, a New Mexico limited liability company, on behalf of said Grantee.

[Signature]
NOTARY PUBLIC, State of ~~New Mexico~~
Nevada MB

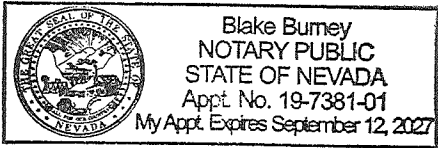


EXHIBIT A

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 16th 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:

1. **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") 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.

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.

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: 8/15/24

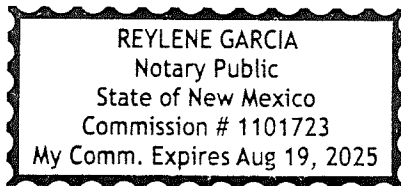
THE STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on this 15th day of August, 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: 8-19-2025



GRANTEE:

SANPREVEST, LLC
a New Mexico limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF NEW MEXICO

COUNTY OF BERNALILLO

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§
§

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.

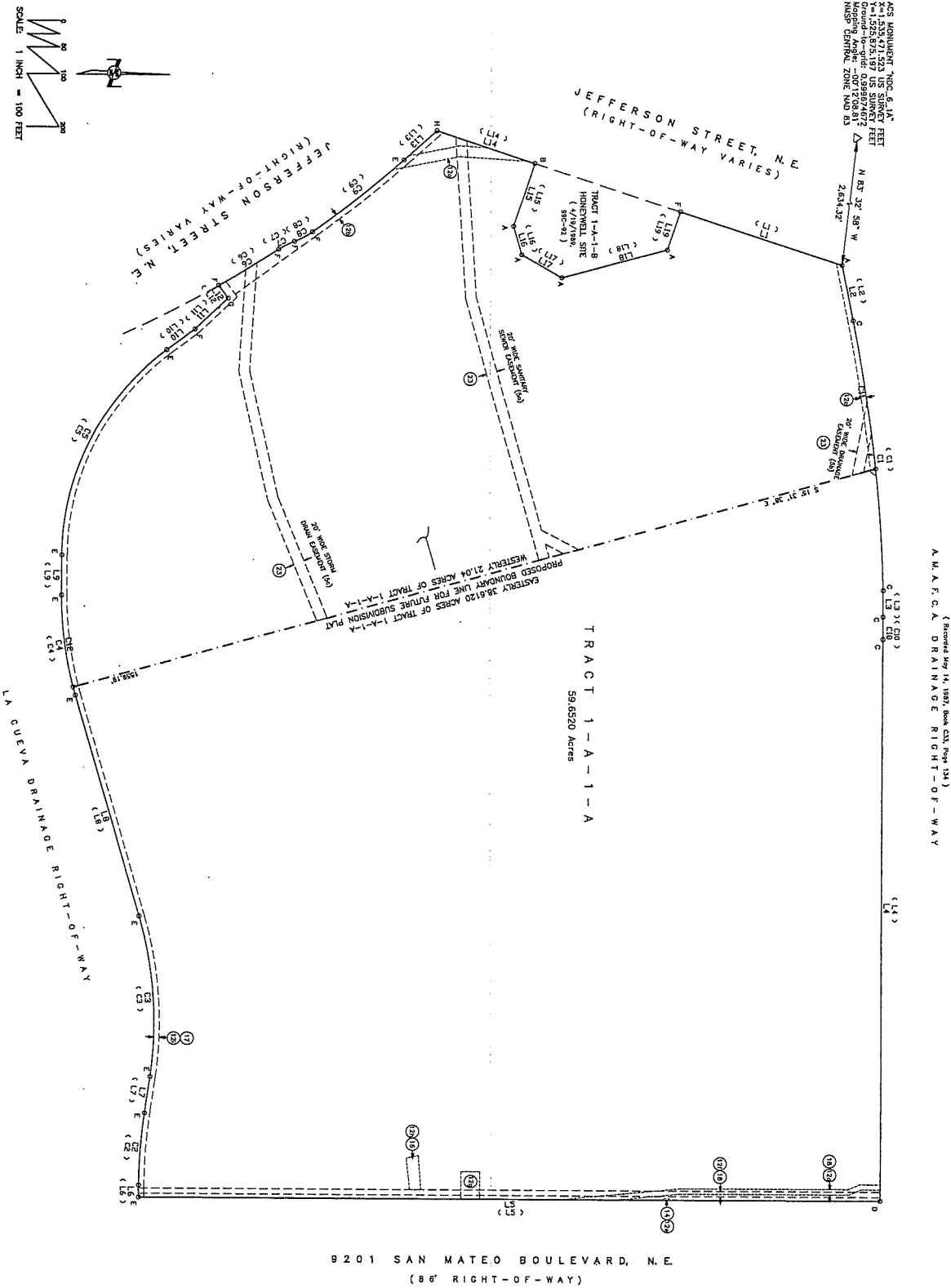
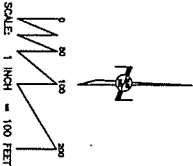
EXHIBIT B

TO EASEMENT AGREEMENT

Survey

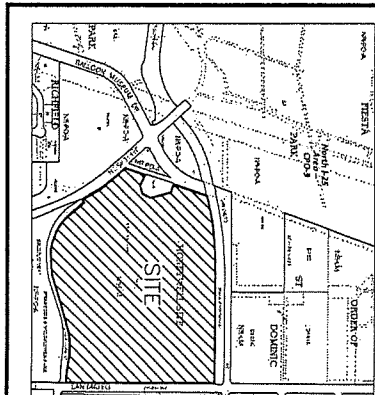
ALTA/NSPS LAND TITLE SURVEY

FOUND/SET MONUMENT LEGEND:
A SET CONCRETE NAIL AND DISK, WAZOON PS 14288
B SET 2" DIA. ALUMINUM DISK, WAZOON PS 14288
C FOUND 5/8" REBAR (NO DISK)
D FOUND 2" DIA. ALUMINUM DISK, WAZOON PS 14288
E FOUND 5/8" REBAR (NO DISK)
F FOUND 5/8" REBAR AND DISK, WAZOON PS 14288
G FOUND 5/8" REBAR AND DISK, WAZOON PS 14288
H FOUND MET NAIL IN CONCRETE (NO DISK)



A.M.A.F.C.A. DRAINAGE RIGHT-OF-WAY
(Recorded May 14, 1987, Book 63X, Page 134)

ACS MONUMENT TNGS 6.11°
X=1,325,471.523 US SURVEY FEET
Y=1,325,875.197 US SURVEY FEET
Easting: 1,325,471.523
Northing: 1,325,875.197
Mapping Angle: -001204.91°
NAD83 CENTRAL ZONE NAD 83



VICINITY MAP
(NOT TO SCALE)



1608 2nd Street N.W., Albuquerque, NM 87102
Phone: (505) 265-2052 Fax: (505) 265-2887

Date of Survey: July 2024 Draftsman: T.R.J.
Date of Last Revision: 8/19/24 Job No.: ALTA-8-02-2024

THIS DOCUMENT SIGNED IN COUNTERPARTS

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Agreement") is made and entered into this 16th 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:

1. **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.

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.

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 ____ 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: [Signature]

Name: Ilya Klein

Title: President

Nevada MB
THE STATE OF ~~NEW MEXICO~~
Clark MB
COUNTY OF ~~BERNALILLO~~

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This instrument was acknowledged before me on the 15th day of August, 2024, by
Ilya Aleksandr Klein, President of Sanprevest, LLC, a New Mexico limited
liability company, on behalf of said Grantee.

[Signature]
NOTARY PUBLIC, State of ~~New Mexico~~
Nevada MB

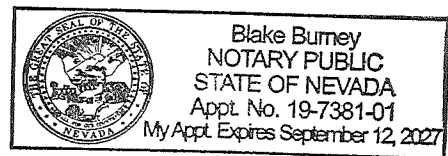


EXHIBIT A

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:

1. **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.

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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.

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.

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, Esq.
Chief Administrative Officer

Date: 8/15/24

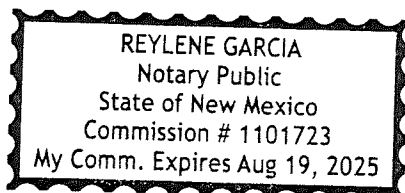
THE STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on this 15th day of August, 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: 8-19-2025



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 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

WESTERN 21.04 ACRES LEGAL DESCRIPTION:

A proposed western portion of Tract 1-A-1-1-A of the Honeywell Site, Albuquerque, New Mexico, on the eastern side of the Honeywell Site, as shown on the plat hereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, in Plat Book 98C, Page 92, as more particularly described as follows:

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

THENCE, continuing along the northern property line of the portion herein described, N 28° 18' 38" E, 680.12 feet to a point of curvature;

THENCE, continuing along the northern property line of the portion herein described, a curve to the right, having a radius of 484.00 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 281.04 feet, to the northeast corner of the portion herein described;

THENCE, continuing along the eastern property line of the portion herein described, S 15° 31' 38" E, 1359.18 feet to the southeast corner of the portion herein described;

THENCE, continuing along the southern property line of the portion herein described, S 82° 42' 14" W, a distance of 174.35 feet, to a point of tangency;

THENCE, continuing along the southern property line of the portion herein described, N 88° 58' 16" W, 75.25 feet to a point of curvature;

THENCE, continuing along the southern property line of the portion herein described, a curve to the right, having a radius of 484.00 feet, an arc length of 281.75 feet, and internal angle of 5° 33' 14", a chord bearing of N 83° 22' 25" W, a distance of 433.08 feet, to a point of tangency;

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

THENCE, continuing along the western property line of the portion herein described, N 43° 31' 05" W, 44.87 feet to a point;

THENCE, continuing along the southern property line of the portion herein described, S 53° 14' 23" W, 23.82 feet to a point;

THENCE, continuing along the western 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 63° 46' 14", a chord bearing of N 12° 28' 16" W, a distance of 130.85 feet, to a point of reverse curvature;

THENCE, continuing along the western property line of the portion herein described, a curve to the right, having a radius of 2043.00 feet, an arc length of 130.88 feet, and internal angle of 12° 42' 41", a chord bearing of N 27° 28' 16" W, a distance of 130.21 feet, to a point of reverse curvature;

THENCE, continuing along the western property line of the portion herein described, a curve to the right, having a radius of 2043.00 feet, an arc length of 130.88 feet, and internal angle of 12° 42' 41", a chord bearing of N 28° 27' 57" W, a distance of 38.38 feet, to a point of compound curve;

THENCE, continuing along the western property line of the portion herein described, a curve to the right, having a radius of 2051.50 feet, an arc length of 130.88 feet, and internal angle of 63° 46' 14", a chord bearing of N 38° 52' 24" W, a distance of 216.73 feet, to a point of tangency;

THENCE, continuing along the western property line of the portion herein described, N 41° 35' 48" W, 62.39 feet to a point;

THENCE, continuing along the western property line of the portion herein described, N 18° 18' 38" E, 38.49 feet to the northeast corner of Tract 1-A-1-1-B, Honeywell Site, Albuquerque, New Mexico, on the corner of the corner of the Honeywell Site, as shown on the plat hereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, in Plat Book 98C, Page 92;

THENCE, continuing along the southern property line of Tract 1-A-1-1-B, Honeywell Site, S 71° 41' 24" E, 125.48 feet to the southeast property corner of Tract 1-A-1-1-B;

THENCE, continuing along the eastern property line of Tract 1-A-1-1-B, Honeywell Site, described, N 75° 50' 10" E, 55.70 feet to a point;

THENCE, continuing along the eastern property line of Tract 1-A-1-1-B, Honeywell Site, described, N 28° 50' 20" E, 88.49 feet to a point;

THENCE, continuing along the eastern property line of Tract 1-A-1-1-B, Honeywell Site, described, N 15° 08' 40" W, 206.72 feet to a point;

THENCE, continuing along the northern property line of Tract 1-A-1-1-B, Honeywell Site, described, N 71° 41' 24" E, 125.48 feet to the northeast property corner of Tract 1-A-1-1-B, Honeywell Site;

THENCE, continuing along the western edge of the portion herein described, N 18° 18' 38" E, 38.49 feet to the northwest corner property corner of the portion herein described and point of beginning, containing 21.04 acres, more or less.

NOTES CORRESPONDING TO SCHEDULE B:

STATE OF NEW MEXICO, COUNTY OF BERNALILLO, RECORD NO. 2031478

RECORD DATE: APRIL 12, 2024 AT 8:00 AM.

1. Reproduction and recording in the Public by the United States of records of Bernalillo County, New Mexico, item affects subject property. Item is not plotted herein. Item is blank in nature.

2. Easement and Notes, as shown on the recorded plat, recorded in Plat Book C16, Page 188, in Plat Book C17, Page 39, in Plat Book Page 52, recorded in Plat Book C23, Page 134, and in Plat Book 98C, Page 92, recorded in Plat Book 98C, Page 92, item affects subject property. Item is not plotted herein.

3. 20 Feet Wide Public Sanitary Sewer Easement

4. 10 Feet Wide Public Sanitary Sewer Easement

5. 10 Feet Wide Public Utility Easement

6. 10 Feet Wide Public Utility Easement

7. 10 Feet Wide Public Utility Easement

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43. 10 Feet Wide Public Utility Easement

44. 10 Feet Wide Public Utility Easement

45. 10 Feet Wide Public Utility Easement

46. 10 Feet Wide Public Utility Easement

BASIS OF BEARINGS:

Bearings shown herein are New Mexico State Plane Grid, based on the North American Datum of 1983. All bearings are true bearings, and distances are true distances. Record bearings and/or distances are shown in parentheses.

FLOOD INFORMATION:

This property does lie in an area covered by a formal F.E.R.A. Flood Study Report, titled "Flood Hazard and Flood Insurance Rate Map, Albuquerque, Bernalillo County, New Mexico, and Flood Insurance Study, Albuquerque, Bernalillo County, New Mexico, Panel 350002 0123 H, Effective Date: August 16, 2012. Note: North Direction Channel lies within Flood Zone A (No Base Flood Elevation).

STATEMENT OF ENCROACHMENTS:

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

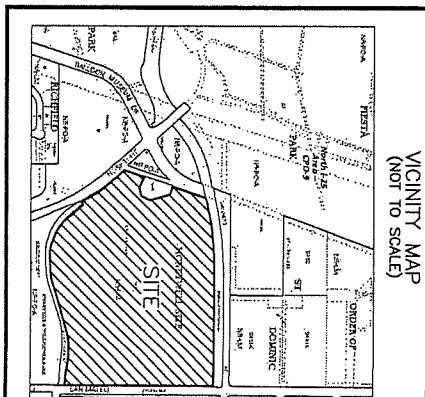
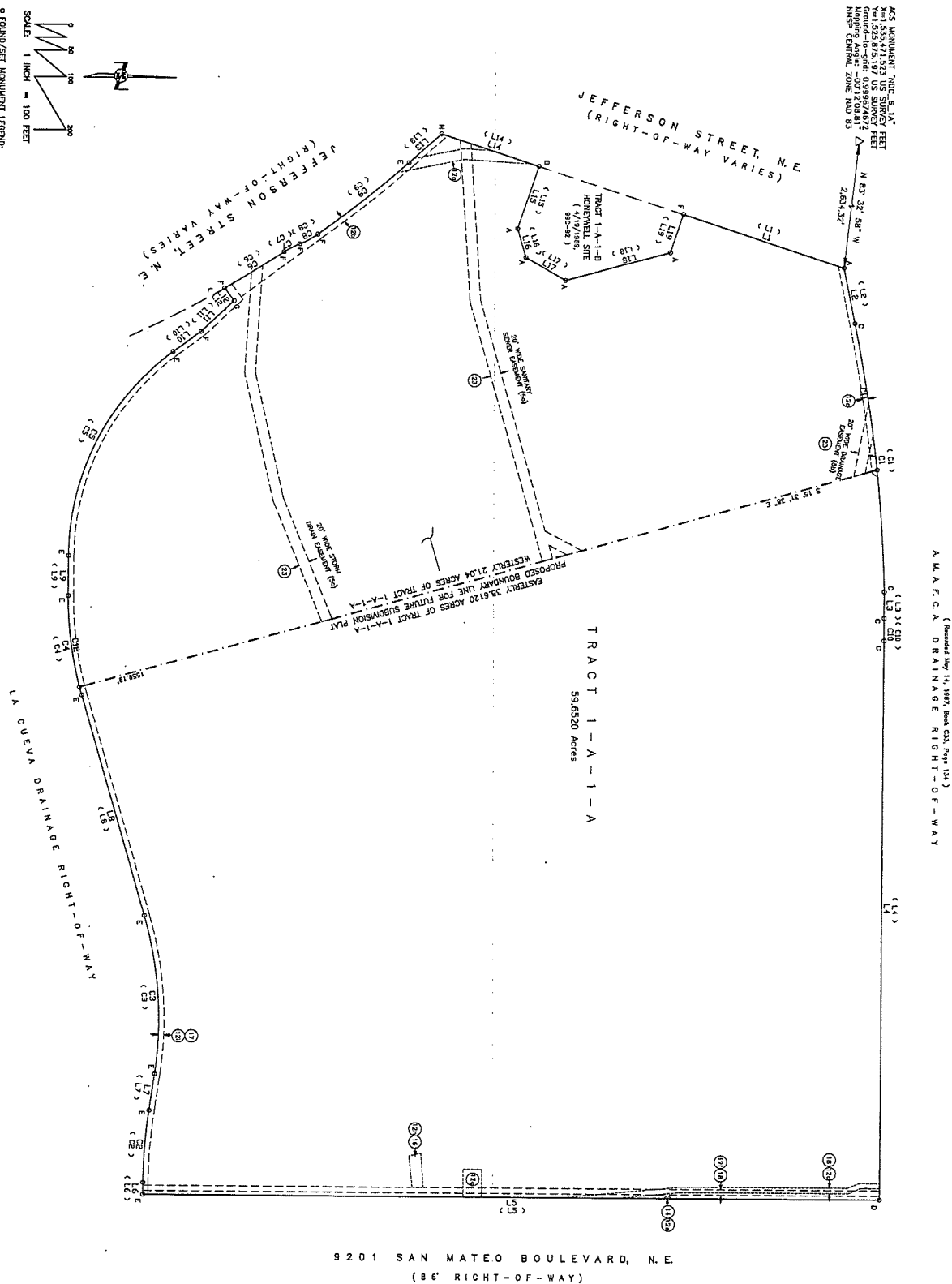
LINE #	BEARING	DISTANCE
1	N 18° 18' 38" E	38.49
2	N 75° 50' 10" E	55.70
3	N 28° 50' 20" E	88.49
4	N 15° 08' 40" W	206.72
5	N 71° 41' 24" E	125.48
6	N 18° 18' 38" E	38.49
7	N 75° 50' 10" E	55.70
8	N 28° 50' 20" E	88.49
9	N 15° 08' 40" W	206.72
10	N 71° 41' 24" E	125.48
11	N 18° 18' 38" E	38.49
12	N 75° 50' 10" E	55.70
13	N 28° 50' 20" E	88.49
14	N 15° 08' 40" W	206.72
15	N 71° 41' 24" E	125.48
16	N 18° 18' 38" E	38.49
17	N 75° 50' 10" E	55.70
18	N 28° 50' 20" E	88.49
19	N 15° 08' 40" W	206.72
20	N 71° 41' 24" E	125.48
21	N 18° 18' 38" E	38.49
22	N 75° 50' 10" E	55.70
23	N 28° 50' 20" E	88.49
24	N 15° 08' 40" W	206.72
25	N 71° 41' 24" E	125.48
26	N 18° 18' 38" E	38.49
27	N 75° 50' 10" E	55.70
28	N 28° 50' 20" E	88.49
29	N 15° 08' 40" W	206.72
30	N 71° 41' 24" E	125.48
31	N 18° 18' 38" E	38.49
32	N 75° 50' 10" E	55.70
33	N 28° 50' 20" E	88.49
34	N 15° 08' 40" W	206.72
35	N 71° 41' 24" E	125.48
36	N 18° 18' 38" E	38.49
37	N 75° 50' 10" E	55.70
38	N 28° 50' 20" E	88.49
39	N 15° 08' 40" W	206.72
40	N 71° 41' 24" E	125.48
41	N 18° 18' 38" E	38.49
42	N 75° 50' 10" E	55.70
43	N 28° 50' 20" E	88.49
44	N 15° 08' 40" W	206.72
45	N 71° 41' 24" E	125.48
46	N 18° 18' 38" E	38.49
47	N 75° 50' 10" E	55.70
48	N 28° 50' 20" E	88.49
49	N 15° 08' 40" W	206.72
50	N 71° 41' 24" E	125.48
51	N 18° 18' 38" E	38.49
52	N 75° 50' 10" E	55.70
53	N 28° 50' 20" E	88.49
54	N 15° 08' 40" W	206.72
55	N 71° 41' 24" E	125.48
56	N 18° 18' 38" E	38.49
57	N 75° 50' 10" E	55.70
58	N 28° 50' 20" E	88.49
59	N 15° 08' 40" W	206.72
60	N 71° 41' 24" E	125.48
61	N 18° 18' 38" E	38.49
62	N 75° 50' 10" E	55.70
63	N 28° 50' 20" E	88.49
64	N 15° 08' 40" W	206.72
65	N 71° 41' 24" E	125.48
66	N 18° 18' 38" E	38.49
67	N 75° 50' 10" E	55.70
68	N 28° 50' 20" E	88.49
69	N 15° 08' 40" W	206.72
70	N 71° 41' 24" E	125.48
71	N 18° 18' 38" E	38.49
72	N 75° 50' 10" E	55.70
73	N 28° 50' 20" E	88.49
74	N 15° 08' 40" W	206.72
75	N 71° 41' 24" E	125.48
76	N 18° 18' 38" E	38.49
77	N 75° 50' 10" E	55.70
78	N 28° 50' 20" E	88.49
79	N 15° 08' 40" W	206.72
80	N 71° 41' 24" E	125.48
81	N 18° 18' 38" E	38.49
82	N 75° 50' 10" E	55.70
83	N 28° 50' 20" E	88.49
84	N 15° 08' 40" W	206.72
85	N 71° 41' 24" E	125.48
86	N 18° 18' 38" E	38.49
87	N 75° 50' 10" E	55.70
88	N 28° 50' 20" E	88.49
89	N 15° 08' 40" W	206.72
90	N 71° 41' 24" E	125.48
91	N 18° 18' 38" E	38.49
92	N 75° 50' 10" E	55.70
93	N 28° 50' 20" E	88.49
94	N 15° 08' 40" W	206.72
95	N 71° 41' 24" E	125.48
96	N 18° 18' 38" E	38.49
97	N 75° 50' 10" E	55.70
98	N 28° 50' 20" E	88.49
99	N 15° 08' 40" W	206.72
100	N 71° 41' 24" E	125.48

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
(C1)	53.17	206.57	10° 06' 57"	S 83° 21' 44" W	51.20
(C2)	53.17	206.57	10° 06' 57"	S 83° 21' 44" W	51.20
(C3)	131.14	886.07	7° 36' 02"	S 83° 14' 03" E	130.87
(C4)	305.14"	715.07	31° 32' 30"	S 82° 14' 07" W	303.87
(C5)	191.00"	716.07	18° 00' 21"	N 82° 01' 23" E	190.46"
(C6)	191.17	684.00"	0° 00' 50"	N 81° 59' 50" E	190.31
(C7)	449.00"	484.00"	53° 13' 51"	S 83° 22' 20" E	433.66"
(C8)	449.00"	484.00"	5° 03' 22' 40"	S 83° 22' 40" E	423.97
(C9)	130.00"	703.00"	3° 40' 14"	N 31° 59' 30" W	130.00"
(C10)	305.14"	715.07	31° 32' 30"	S 82° 14' 07" W	303.87
(C11)	203.37	1505.07	12° 42' 44"	S 82° 38' 15" E	203.31
(C12)	38.49"	1505.07	12° 42' 44"	S 82° 38' 15" E	38.30"
(C13)	218.00"	1505.07	14° 42' 50"	N 20° 27' 54" W	218.30"
(C14)	218.00"	1505.07	6° 06' 44"	N 30° 52' 24" W	218.30"
(C15)	43.17	2065.57	0° 31' 07"	N 89° 59' 52" W	43.17
(C16)	2065.57	2065.57	0° 31' 07"	N 89° 59' 52" W	43.17
(C17)	2065.57	2065.57	0° 31' 07"	N 89° 59' 52" W	43.17
(C18)	2065.57	2065.57	0° 31' 07"	N 89° 59' 52" W	43.17
(C19)	14.14	14.14	14.14	N 89° 59' 52" E	20.14
(C20)	174.63	684.00"	14° 38' 41"	S 82° 42' 14" W	173.40"

SURVEYOR'S NOTES:

1. Ingress and Egress to the subject property is provided by San Mateo Boulevard, N.E., and Jefferson Street, N.E., dedicated and accepted

ALTA/NSPS LAND TITLE SURVEY



WAYJOHN
SURVEYING
INC.

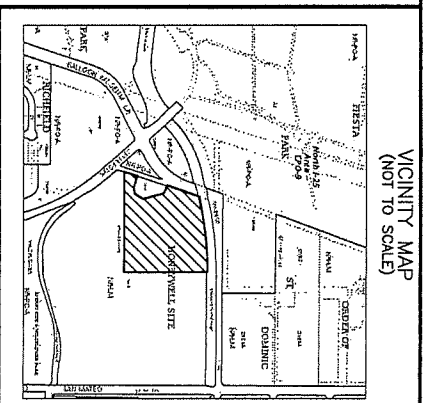
1609 2nd Street, N.W., Albuquerque, NM 87102
Phone (505) 966-0020 E-mail: (505) 966-0027

Phone: (505) 255-2052 Fax: (505) 255-2887

Date of Survey: July 2024 Draftsman: T R J

SHEET 2 OF 4

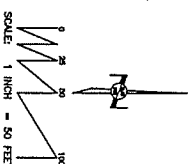
NOTE: CLIENT REQUESTED THAT ONLY IMPROVEMENTS ON WESTERLY 21.04 ACRES BE DISPLAYED AS PART OF THIS STUDY. PROPOSED REEAT PERMITS

VICINITY MAP
(NOT TO SCALE)

LEGEND:

- [illegible]

*BURIED UTILITY NOTE: ALL BURIED UTILITY LOCATIONS ARE PER PAINT MARK SPOTTING, AS PROVIDED BY OTHERS, OR DRAWINGS, AS PREPARED BY OTHERS, AND AS PROVIDED BY ROBERT TOLEDO OF HONEYWELL.



SCALE: 1 INCH = 50 FEET



MAYJOHN
SURVEYING
INC.

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

Phone: (505) 255-2052 Fax: (505) 255-2887

FILE NO. (000) 000

Date of Survey: July 2024

Date of Last Revision: 8/2024

Date of Last Revision: 8/2012

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SHEE

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100

Draftsman: T R

Division: 1 R 0

24 Job No.: ALJA-6-0

2019年12月31日

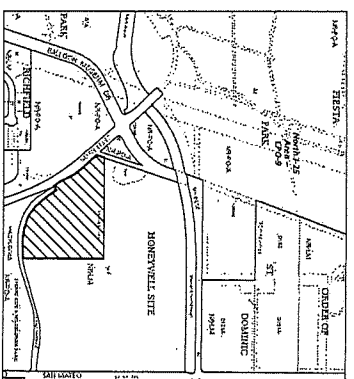
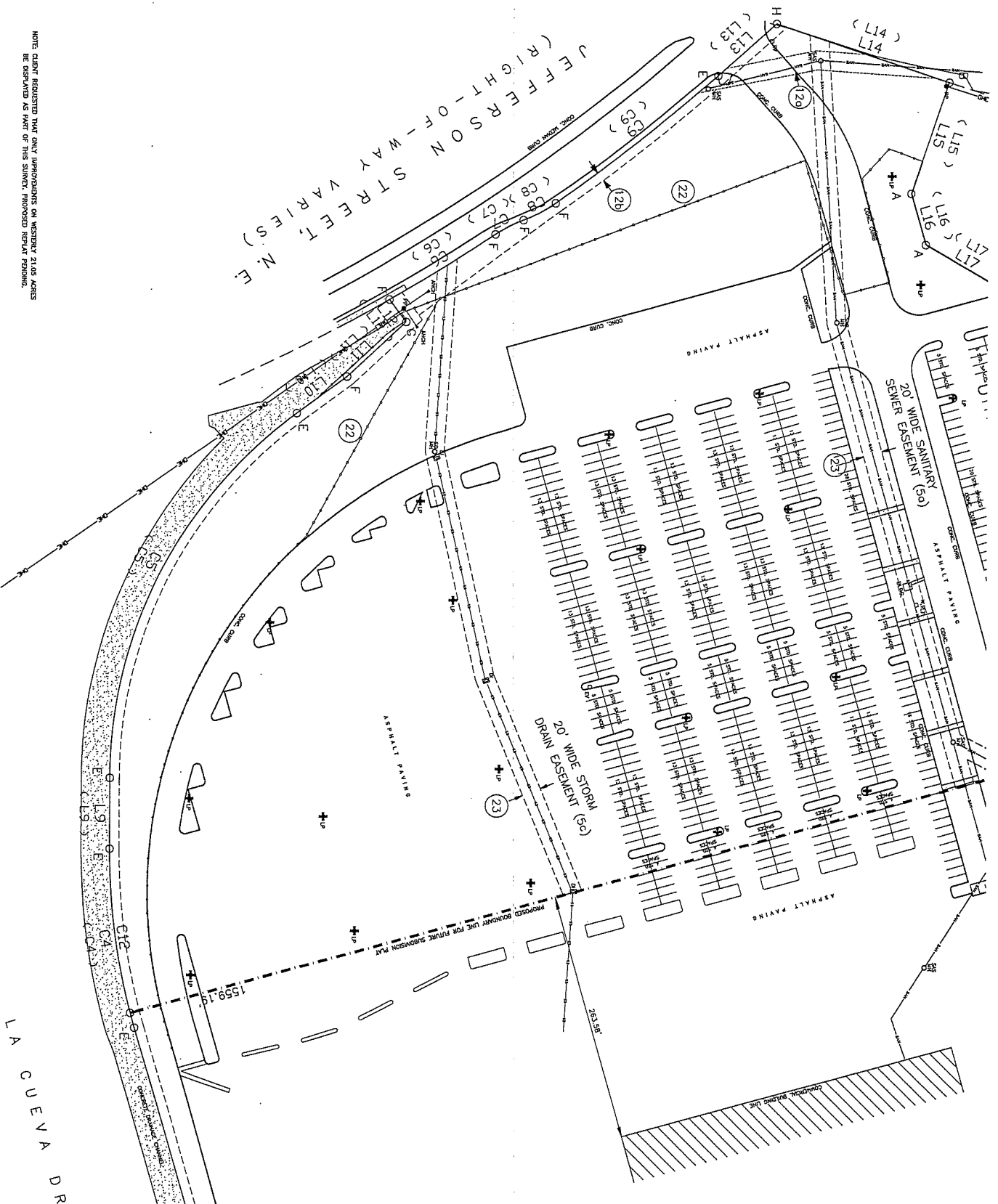
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ALTA/NSPS LAND TITLE SURVEY

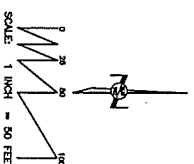
NOTE: CLIENT REQUESTED THAT ONLY IMPROVEMENTS ON WESTERLY 21.05 ACRES BE DISPLAYED AS PART OF THIS SURVEY. PROPOSED REPLAY PENDING.

VICINITY MAP
(NOT TO SCALE)

LEGEND:

- [illegible]

*BURIED UTILITY NOTE: ALL BURIED UTILITY LOCATIONS ARE PER PAINT MARK SPOTTING, AS PROVIDED BY OTHERS, OR DRAWINGS, AS PREPARED BY OTHERS, AND AS PROVIDED BY ROBERT TOLEDO OF HONEYWELL



SCALE: 1 INCH = 50 FEET



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

Phone: (505) 255-2052 Fax: (505) 255-2887

Phone: (505) 233-

Date of Survey: July 2024

Date of Survey: July 2024 Draftsman: T R J

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

SHEET 4 OF 4

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 15th day of August, 2024.

By: [Signature]
ILYAKlein, 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 15th day of August, 2024 by ILYA Klein, Trustee of IGFALK Trust dated July 17, 2009, managing member of Impressive, LLC, as Manager of Sanprevest, LLC, a New Mexico limited liability company.

[Signature]
My Commission Expires: September 12, 2027

SEAL

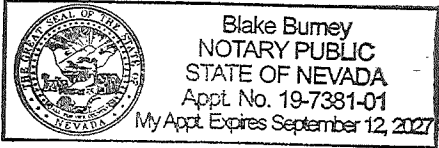


EXHIBIT "A" LEGAL DESCRIPTION

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;

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.