

PERMANENT EASEMENT

ORT 2300813 KJW

PROJECT NO: 406581

Grant of Permanent Easement, between Titan JC6, LLC, a New Mexico limited liability company ("Grantor"), whose address is 6300 Riverside Plaza Lane NE, Suite 200, Albuquerque, NM 87120 and whose telephone number is (505) 998-0163 and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, NM, 87103.

Subject to existing rights of record, Grantor grants to the City an exclusive (except to the extent otherwise stated herein), permanent easement ("Easement") in, over, upon and across the real property described on **Exhibit "A"** attached hereto ("Property") for the construction, installation, maintenance, repair, modification, replacement, and operation of a public multi-use trail and related access ("Trail"), together with the right to remove trees, bushes, undergrowth and any other obstacles upon the Property if the City determines they interfere with the appropriate use of this Easement.

Grantor shall not construct any structures or improvements ("Grantor Improvements") in, on, over, upon, across, or encroaching upon the Easement granted hereunder without first obtaining the prior, written consent of the City, with the exception of the original construction and installation of the drainage facilities, including water, sanitary sewer, surface, and subsurface stormwater drainage and/or infrastructure, that are caused to be installed by Grantor beneath and/or adjacent to the Trail prior to the Trail's initial construction (collectively "Drainage Facilities") which shall not require such prior written consent of City. Utilities, structures, or improvements existing or encroaching upon the Easement as of the recorded date of this Easement are not considered Grantor Improvements.

The parties further acknowledge and agree that in the event Grantor intends to perform repair, maintenance, modification, and/or replacement of the Drainage Facilities (i) where such work is an emergency, Grantor may perform such work immediately as necessary to address such emergency condition, and Grantor shall thereafter provide notice to City as soon as reasonably possible; and (ii) where such work will or is likely to materially interfere with or preclude the City or the public from use of the Trail for any duration of time (a "Material Interference"), Grantor shall provide at least ten (10) days' advance, written notice to City of the planned work, which notice shall specify the nature and the specific location of the work and the desired dates for work performance, and Grantor and Grantee will work in good faith to reasonably, mutually agree upon the scheduling, safety measures, and signage for the work. In the event Grantor does construct any Grantor Improvements within or encroaching upon the Easement in violation of the requirements hereunder, the City, in its sole discretion, has the right to enter upon Grantor's property at any time and perform whatever modification or removal it deems appropriate without liability to the City, in which case, the City will not be financially or otherwise liable or responsible for such removal, modification, and/or relocation of Grantor Improvements, and Grantor shall promptly reimburse City for costs incurred by City for such removal or modification of Grantor Improvements.

Grantor covenants and warrants that Grantor is the owner in fee simple of the Property, that Grantor has a good lawful right to convey the Property or any part thereof and that Grantor will forever warrant and defend the title to the Property against all claims from all persons or entities.

The grant and other provisions of this Easement constitute covenants running with the Property for the benefit of the City and its successors and assigns until terminated.

This Easement shall not be effective until approved by the City Engineer in the signature block below.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF ALBUQUERQUE:

GRANTOR: TITAN JC6, LLC

By: Titan Property Management, LLC, its Manager

By [signature]: \_\_\_\_\_

Name [print]: Ben F. Spencer

Title: Manager

Date: \_\_\_\_\_

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DocuSigned by:

By: Shahab Biazar

Shahab Biazar, P.E., City Engineer

Date: 4/18/2023 | 3:40 PM MDT

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County Clerk's Recording Label

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This Easement shall not be effective until approved by the City Engineer in the signature block below.

WITNESS my hand and seal this 3<sup>rd</sup> day of April, 2023.

CITY OF ALBUQUERQUE:

By: \_\_\_\_\_  
Shahab Biazar, P.E., City Engineer  
Date: \_\_\_\_\_

GRANTOR: TITAN JC6, LLC  
By: Titan Property Management, LLC, its Manager  
By [signature]: [Signature]  
Name [print]: Ben F. Spencer  
Title: Manager  
Date: April 3, 2023

County Clerk's Recording Label





