

COURTESY RECORDING ONLY NO TITLE LIABILITY ASSUMED

RECORDING REQUESTED BY  
AND AFTER RECORDING RETURN TO:

Stoel Rives LLP  
600 University St. Ste. 3600  
Seattle, WA 98101  
Attn: Sallie Lin

RETURN TO FIRST AMERICAN TITLE CO GF#

2565371  
LMC

**DECLARATION OF PUBLIC ACCESS EASEMENT**

THIS DECLARATION OF PUBLIC ACCESS EASEMENT ("**Declaration**") is made as of March 1, 2022 (the "**Effective Date**"), by Sedona West, LLC, a New Mexico limited liability company ("**Declarant**").

**RECITALS**

A. Declarant is the owner of a parcel of real property in Bernalillo County, New Mexico, which real property is legally described on the attached Exhibit A (the "**Property**").

B. Declarant intends to construct a multi-family residential project (the "**Project**") on the Property. For the purposes of this Declaration, the Project includes any revisions or modifications to the Project.

C. Declarant intends to declare a vehicular access easement over and across a portion of the Property (the "**Access Drive**"), as more particularly described herein. After completion of construction of the Access Drive and the Project, the general public and emergency vehicles shall be permitted to use the Access Drive in accordance with the terms set forth herein, subject to the terms and conditions herein.

**DECLARATION**

NOW, THEREFORE, Declarant covenants and agrees, on behalf of itself and its heirs, successors, and assigns, as follows:

1. Grant of Easement. Declarant hereby declares a non-exclusive ingress and egress access easement (the "**Easement**") over, upon, and across the Access Drive, as legally described in the attached as Exhibit B ("**Easement Area**"), subject to the terms, conditions, and limitations contained herein. The Easement may only be used by (a) emergency vehicles, (b) vehicles of the general public (the "**Easement Users**"). Pedestrians are not permitted to use the Access Drive. Use of the Easement is subject to the rights of any other users and permittees of the Easement Area, including but not limited to the residents and occupants of the Project.

2. Limitations on Use of the Easement Area. In accordance with the Environmental Planning Commission's approval of the Site Plan – EPC (the "***Site Plan***"), the Easement is limited to allow for future traffic calming improvements as follows:

- (a) The speed limit for all vehicles is 15 miles per hour. Declarant may post and maintain signs indicating the speed limit.
- (b) Traffic calming measures, including but not limited to speed humps, speed table, and textured paving, may be installed by Declarant at any time.
- (c) Commercial trucks are prohibited. Declarant may post and maintain signs indicating no commercial vehicles are permitted.
- (d) No vehicular parking is permitted.

Declarant reserves the right to impose additional limitations on the use of the Easement Area, as may be needed to avoid adverse impacts to the condition of the Access Drive or the safety and/or security of residents and occupants of the Project; provided, however, Declarant will not limit the hours of use of the Access Drive or limit local traffic of Paseo del Norte shopping center in any way.

3. Covenants Running with Land. The Easement and the restrictions hereby imposed shall be deemed easements, restrictions and covenants running with the land and shall inure to the benefit of and be binding upon, Declarant and its successors and assigns. Any amendment to this Declaration is subject to an amendment to the Site Plan.

4. Amendments. This Declaration can only be amended or modified with the prior approval of the City of Albuquerque Environmental Planning Commission (or any successor department of the City of Albuquerque).

5. Assumption of Risk; No Warranty. Declarant is providing the Easement Area AS-IS, WHERE-IS and WITHOUT WARRANTY. Notwithstanding the foregoing, after the completion of the construction of the Project, pursuant to the approved Site Plan, Declarant shall maintain the Easement Area in good condition and repair. The use of the Easement shall be limited to the uses set forth in this Declaration, and the Easement User's rights under this Declaration shall not be exercised in any manner which (exigent circumstances, to the extent necessary, excepted), unreasonably interferes with (i) use by the residents of the Property, or (ii) with any and all existing rights and easements relating to the Property or any part thereof; provided, however Declarant agrees that the use contemplated hereunder does not interfere with such use by the residents or with any and all existing rights and easements relating to the Property or any part thereof and that the foregoing provision is intended to limit any use not contemplated by this Declaration which violates these provisions. Any use of the Easement Area is at the Easement Users sole risk, provided, however, only to the extent that any injury or damage to a user occurs as a result of the negligent actions or omissions of Declarant, including but not limited to Declarant's negligent failure to maintain the Easement Area. Declarant shall not be held responsible for the acts or omissions of other users of the Easement Area, including but not limited to the general public or the residents of the Property.

6. Term. This Declaration shall commence on the date of its recording.
7. Access During Construction. The Project and the Access Drive have not yet been constructed on the Property. During construction of the Project and the Access Drive, any rights to use the Easement Area shall be subject to the requirements of the construction of the Project and the Access Drive. After the completion of the construction of the Project and the Access Drive, Declarant may record an update to this Declaration to provide the as-built location of the Access Drive to the extent reconstructed or modified in the Easement Area.
8. Governing Law. This Declaration shall be governed by and construed in accordance with the internal laws of the State of New Mexico.
9. Not a Public Right-of-Way. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property, the Easement Area, or the Access Drive to the general public as a public right-of-way, it being the intention of the Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed. The right of the public to use the Easement and Access Drive, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is subject to the limitations and restrictions contained herein. This Declaration does not create any private right of action by any member of the general public.

*[No further text.]*

IN WITNESS WHEREOF, this Declaration is executed on the day and year first above written.

DECLARANT:

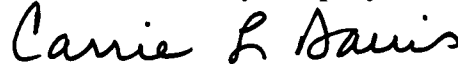
**Sedona West, LLC,**  
a New Mexico limited liability company

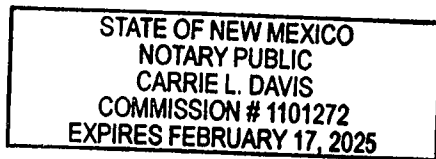
By:   
Name: Ricky E. Davis  
Title: Manager

STATE OF NEW MEXICO

COUNTY OF BERNILILLO

This record was acknowledged before me on March 3, 2022, by Ricky E. Davis,  
as Manager of Sedona West, LLC, a New Mexico limited liability company.

  
Notary Public for the State of New Mexico  
My commission expires: 2-17-2025



## EXHIBIT A

### Legal Description of the Property

The land referred to herein below is situated in the County of Bernalillo, State of NM, and is described as follows:

Tract A-2-A-A, of The Plaza at Paseo Del Norte, City of Albuquerque, Town of Alameda Grant, Bernalillo County, New Mexico, as shown on the Plat of Tracts A-2-A-A & B-1-A The Plaza at Paseo Del Norte, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on December 18, 2007, in Plat Book 2007C, Page 347, as Document No. 2007169358.

EXHIBIT B

Legal Description of Public Easement Area

See attached.

ACCESS DRIVE EASEMENT  
TRACT A-2-A-A  
PLAZA AT PASEO DEL NORTE

An ACCESS DRIVE EASEMENT situate within the Town of Alameda Grant, projected Section 18, Township 11 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being within Tract A-2-A-A, The Plaza at Paseo Del Norte, as the same is shown and designated on said plat, filed for record in the office of the County Clerk of Bernalillo County, New Mexico, on December 18, 2007, in Plat Book 2007C, Page 347, and being more particularly described as follows;

BEGINNING at the southeasterly corner of the herein described Access Drive Easement, from whence the Albuquerque Geographic Reference System Monument "11-C13 1991" bears S02°32'10"W, 1309.19 feet;

THENCE N20°00'04"W, 74.39 feet to a point;

THENCE N51°27'50"W, 376.48 feet to a point;

THENCE N74°59'56"W, 31.16 feet to the southwesterly corner;

THENCE N38°31'51"E, 38.44 feet to the northwesterly corner;

THENCE S51°27'50"E, 420.04 feet to a point;

THENCE S20°00'04"E, 56.82 feet to the northeasterly corner;

THENCE S38°32'03"W, 35.17 feet to the point of beginning and containing 0.2955 acres (12872 SF) more or less.

# ACCESS DRIVE EASEMENT TRACT A-2-A-A PLAZA AT PASEO DEL NORTE



SCALE: 1" = 100'

LINE	BEARING	DISTANCE
L1-TIE	S 02°32'10" W	1309.19'
L2	N 20°00'04" W	74.39'
L3	N 51°27'50" W	376.48'
L4	N 74°59'56" W	31.16'
L5	N 38°31'51" E	38.44'
L6	S 51°27'50" E	420.04'
L7	S 20°00'04" E	56.82'
L8	S 38°32'03" W	35.17'

EAGLE RANCH ROAD N.W.

TRACT A-2-A-A



0.2955 ACRES (12872 SF)

"11-C13 1991"

**ALDRICH LAND  
SURVEYING**

P.O. BOX 30701, ALBU., N.M. 87190  
505-884-1990