

1700

11/DOO-1

#660481

5/14/2001

AGREEMENT AND COVENANT

This Agreement and Covenant, between the City of Albuquerque, New Mexico ("City") and **LOS SUENOS LLC**, ("User") is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk.

1. Recital. The User is the owner of certain real property ("User's Property") located at **NIGHT WHISPER ROAD NW & DESERT DREAMER ST NW**, in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)

**TRACT H, LOS SUENOS SUBDIVISION
(A TRACT OF LAND LYING WITHIN PROJECTED SECTION 2, TOWNSHIP 11
NORTH, RANGE 2 EAST, TOWN OF ALAMEDA GRANT COMPRISING OF THE
NORTHEAST ¼ OF THE NORTHWEST ¼ OF TRACT 12, BLACK RANCH, AS
DESIGNATED IN THE WARRANTY DEED FROM HORIZON-ALBUQUERQUE
PROPERTIES TO BERTRAM D. COHN RECORDED ON DECEMBER 29, 1960
IN BOOK D576, PAGE 336, SAID TRACT 12, BLACK RANCH DESCRIBED IN
SURVEY BY CLIFTON H COLE, NMPS 601, DATED OCTOBER 29, 1959,
IN BOOK T.D. 130, PAGE 241.)**

The City is the owner of certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as:

SEE ATTACHED EXHIBIT "B"

The User wishes to construct upon, improve or repair and to maintain the following "Improvement" on the City's Property (or already has done so):

A sketch of the proposed or existing Improvement is attached as Exhibit A and made a part of this Agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this Agreement.

2. City Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. User will pay the cost of repairing the Improvement.

3. User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement, all in accordance with standards required by the City as per the approved Grading and Drainage Plan **A11/D4** on file at



the City Engineer's office. The User will be solely responsible for paying all related costs. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.

4. Use of the Improvement. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.

5. Demand for Repair, Modification or Removal. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within 30 days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.

6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages, which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.

7. Cancellation of Agreement and Release of Covenant. This Agreement may be canceled and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

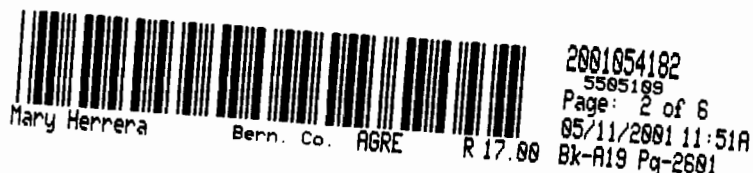
8. Condemnation. If the City ever condemns any part of the User's Property, the User will forego all claims to compensation for any portion of User's structure, which encroaches, on City Property and for severance damage to the remaining portion of User's structure on User's Property.

9. Assessment. Nothing in this Agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.

10. Notice. For purposes of giving formal written notice to the User, User's address is:

**LOS SUENOS LLC
12512 MODESTO AVE NE
ALBUQUERQUE, NM 87122**

Notice may be given to the User either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the User within 3 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.



11. Indemnification. The User agrees to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of User's use of the City's Property. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.

13. Binding on User's Property. The covenants and obligations of the User set forth herein shall be binding on User, his heirs assigns and successors and on User's Property and constitute covenants running with User's Property until released by the City.

14. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

15. Changes of Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

17. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

CITY OF ALBUQUERQUE:

USER: LOS SUENOS LLC

By: Richard D. Dorte
Chief Administrative Officer
Dated: May 9, 2001

By: [Signature]
Title: President
Dated: 4-17-01

APPROVED:

Reviewed by:

Richard D. Dorte May 9, 2001
Director, Public Works Dept.

Richard D. Dorte May 9, 2001
City Engineer

5/9/01
5/9/01



CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on the 9th day of May, 2001, by Richard Douthett Jr., Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

Zenon Ching
Notary Public

My Commission Expires:
3-20-2004

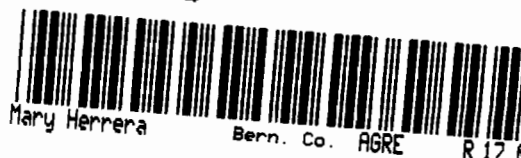
USER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on the 17th day of April 2001, by FRED M. MONTANO, on behalf of LOS SUENOS, LLC.

Karen Duran
Notary Public

My Commission Expires:
10/13/2002



LEGAL DESCRIPTION

PROPOSED TRACT H - LOS SUENOS SUBDIVISION TEMPORARY PUBLIC DRAINAGE EASEMENT

A TRACT OF LAND LYING AND SITUATE WITHIN PROJECTED SECTION 2, TOWNSHIP 11 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF ALAMEDA GRANT, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, COMPRISING OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF TRACT 12, BLACK RANCH, AS DESIGNATED IN THE WARRANTY DEED FROM HORIZON-ALBUQUERQUE PROPERTIES TO BERTRAM D. COHN RECORDED ON DECEMBER 29, 1960 IN BOOK D576, PAGE 336, SAID TRACT 12, BLACK RANCH DESCRIBED IN SURVEY BY CLIFTON H COLE, NMPS 601, DATED OCTOBER 29, 1959, IN BOOK T.D. 130, PAGE 241, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT, LYING ON THE SOUTH RIGHT-OF-WAY LINE OF NIGHT WHISPER ROAD, N.W., FROM WHENCE A TIE TO NGS MONUMENT "SANDBERN 1969" BEARS N 88°35'38" W, A DISTANCE OF 2254.07 FEET;

THENCE S 89°36'47" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 129.34 FEET TO A POINT OF TANGENCY, MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID ARC HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 91°26'51" AND A CHORD WHICH BEARS N 43°53'21" W, 35.80 FEET) TO A POINT OF COMPOUND CURVATURE AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF DESERT DREAMER STREET, N.W., MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE ALONG SAID RIGHT-OF-WAY LINE, A CURVE TO THE RIGHT (SAID ARC HAVING A RADIUS OF 677.00 FEET, A DELTA ANGLE OF 13°33'04" AND A CHORD WHICH BEARS N 08°36'36" E, 159.74 FEET) TO A POINT MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE LEAVING SAID RIGHT-OF-WAY N 69°23'03" W, A DISTANCE OF 139.88 FEET TO A POINT MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE N 00°17'21" E, A DISTANCE OF 135.37 FEET TO THE POINT OF BEGINNING, CONTAINING 0.5445 ACRES, MORE OR LESS.



Mary Herrera

Bern. Co. AGRE

R 17.00

2001054182

5505189

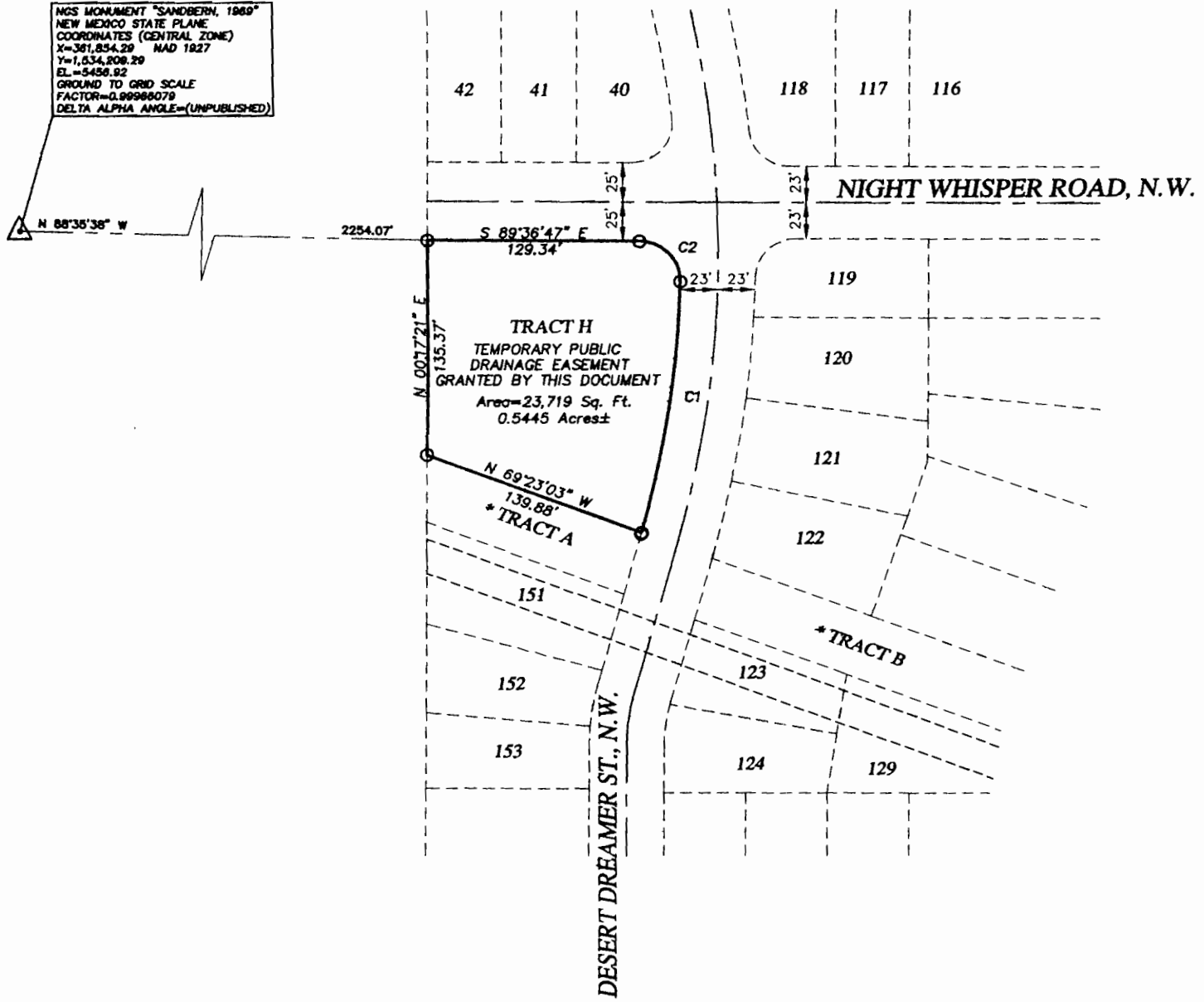
Page: 5 of 6

05/11/2001 11:51A

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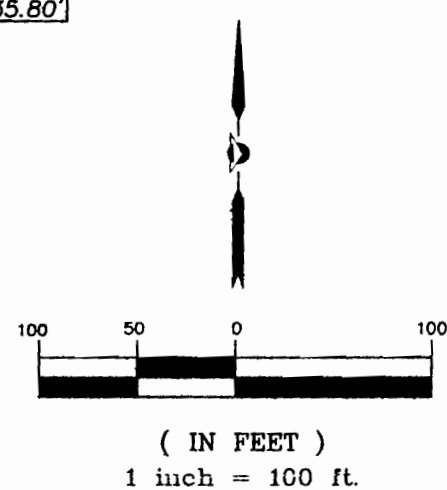
EXHIBIT "A"

NGS MONUMENT "SANDBERN, 1989"
NEW MEXICO STATE PLANE
COORDINATES (CENTRAL ZONE)
X=361,854.29 Y=1,634,808.29
E.L.=5450.92
GROUND TO GRID SCALE
FACTOR=0.99986079
DELTA ALPHA ANGLE=(UNPUBLISHED)



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIST
C1	160.12'	677.00'	13°33'04"	80.43'	N 08°36'36" E	159.74'
C2	39.90'	25.00'	91°26'51"	25.64'	N 43°53'21" W	35.80'


Mary Herrera Bern. Co. AGRE R 17.00 2001054182 5585189 Page: 6 of 6 05/11/2001 11:51A Bk-A19 Pg-2601



SURVEYOR'S CERTIFICATE

I, LARRY W. MEDRANO LICENSED UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS EASEMENT SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION FROM NOTES OF AN ACTUAL FIELD SURVEY, AND THE SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Larry W. Medrano
LARRY W. MEDRANO
NEW MEXICO
11993
REGISTERED PROFESSIONAL SURVEYOR
N.M.L.S. NO. 11993

 **PRECISION SURVEYS**
8414-D JEFFERSON STREET NE PHONE 505 856 5700
ALBUQUERQUE, NEW MEXICO 87113 FAX 505 856 7900

AGREEMENT AND COVENANT

5/4/2001

This Agreement and Covenant, between the City of Albuquerque, New Mexico ("City") and **LOS SUENOS LLC**, ("User") is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk.

1. Recital. The User is the owner of certain real property ("User's Property") located at **WESTSIDE BLVD. NW & NIGHT ROSE AVE. NW**, in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)

TRACT I, LOS SUENOS SUBDIVISION

(A TRACT OF LAND LYING WITHIN PROJECTED SECTION 2, TOWNSHIP 11 NORTH, RANGE 2 EAST, TOWN OF ALAMEDA GRANT COMPRISING OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF TRACT 12, BLACK RANCH, AS DESIGNATED IN THE WARRANTY DEED FROM HORIZON-ALBUQUERQUE PROPERTIES TO BERTRAM D. COHN RECORDED ON DECEMBER 29, 1960 IN BOOK D576, PAGE 336, SAID TRACT 12, BLACK RANCH DESCRIBED IN SURVEY BY CLIFTON H COLE, NMPS 601, DATED OCTOBER 29, 1959, IN BOOK T.D. 130, PAGE 241.)

The City is the owner of certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as:

SEE ATTACHED EXHIBIT "A"

The User wishes to construct upon, improve or repair and to maintain the following "Improvement" on the City's Property (or already has done so):

A sketch of the proposed or existing Improvement is attached as Exhibit A and made a part of this Agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this Agreement.

2. City Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. User will pay the cost of repairing the Improvement.

3. User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement, all in accordance with standards required by the City as per the approved Grading and Drainage Plan **A11/D4** on file at



the City Engineer's office. The User will be solely responsible for paying all related costs. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.

4. Use of the Improvement. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.

5. Demand for Repair, Modification or Removal. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within 30 days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.

6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages, which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.

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8. Condemnation. If the City ever condemns any part of the User's Property, the User will forego all claims to compensation for any portion of User's structure, which encroaches, on City Property and for severance damage to the remaining portion of User's structure on User's Property.

9. Assessment. Nothing in this Agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.

10. Notice. For purposes of giving formal written notice to the User, User's address is:

**LOS SUENOS LLC
12512 MODESTO AVE NE
ALBUQUERQUE, NM 87122**

Notice may be given to the User either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the User within 3 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.



11. Indemnification. The User agrees to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of User's use of the City's Property. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.

13. Binding on User's Property. The covenants and obligations of the User set forth herein shall be binding on User, his heirs assigns and successors and on User's Property and constitute covenants running with User's Property until released by the City.

14. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

15. Changes of Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

17. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

CITY OF ALBUQUERQUE:

USER: LOS SUENOS LLC

By: Michael D. Davis
Chief Administrative Officer
Dated: May 9, 2001

By: St. P. B. Montero 4/12/01
Title: Managing Member
Dated: 4-19-01

APPROVED:

Reviewed by:

Michael D. Davis May 9, 2001
Director, Public Works Dept.

Michael D. Davis May 9, 2001
City Engineer

cf
5/9/01

5/9/01



CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on the 9th day of May 2001, by Richard Dowdle Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

Lenora O'Har
Notary Public

My Commission Expires:

3-20-2004

USER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on the 17th day of April 2001, by FRED M. MONTANO, on behalf of Los Suenos, LLC.

Karen D. Duran
Notary Public

My Commission Expires:

10/13/2002



LEGAL DESCRIPTION



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5505118
Page: 5 of 7
05/11/2001 11:51A
Bk-A19 Pg-2602

PROPOSED TRACT I - LOS SUENOS SUBDIVISION PERMANENT PUBLIC DRAINAGE EASEMENT

A TRACT OF LAND LYING AND SITUATE WITHIN PROJECTED SECTION 2, TOWNSHIP 11 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF ALAMEDA GRANT, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, COMPRISING OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF TRACT 12, BLACK RANCH, AS DESIGNATED IN THE WARRANTY DEED FROM HORIZON-ALBUQUERQUE PROPERTIES TO BERTRAM D. COHN RECORDED ON DECEMBER 29, 1960 IN BOOK D576, PAGE 336, SAID TRACT 12, BLACK RANCH DESCRIBED IN SURVEY BY CLIFTON H COLE, NMPS 601, DATED OCTOBER 29, 1959, IN BOOK T.D. 130, PAGE 241, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT, LYING ON THE SOUTH RIGHT-OF-WAY LINE OF WESTSIDE BOULEVARD N.W., FROM WHENCE A TIE TO ACS MONUMENT "S36, S31, S1, & S6" BEARS N 89°45'50" E, A DISTANCE OF 8190.95 FEET;

THENCE S 89°36'47" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF WESTSIDE BOULEVARD N.W., A DISTANCE OF 293.83 FEET TO THE NORTHEAST CORNER OF DESCRIBED TRACT, MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE LEAVING SAID RIGHT-OF-WAY S 00°17'21" W, A DISTANCE OF 322.00 FEET TO A POINT MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE N 89°42'39" W, A DISTANCE OF 102.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DREAMY WAY DRIVE, N.W., MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE ALONG SAID RIGHT-OF-WAY LINE N 00°17'21" E, A DISTANCE OF 1.30 FEET TO A POINT MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE LEAVING SAID RIGHT-OF-WAY LINE N 89°42'39" W, A DISTANCE OF 46.00 FEET TO A POINT MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE 39.31 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°05'52" A CHORD OF S 45°20'17" W, AND A DISTANCE OF 35.39 FEET ALONG NIGHT ROSE AVENUE, N.W. RIGHT-OF-WAY TO A POINT MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE ALONG SAID RIGHT-OF-WAY N 89°36'47" W, A DISTANCE OF 114.96 FEET MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE LEAVING SAID RIGHT-OF-WAY LINE N 00°23'13" E, A DISTANCE OF 100.00 FEET TO A POINT MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE N 89°42'39" W, A DISTANCE OF 6.42 FEET TO A POINT MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE N 00°23'13" E, A DISTANCE OF 73.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NIGHT SHADOW AVENUE, N.W., MARKED BY A SET REBAR WITH CAP "PS 11993";

EXHIBIT "A"
Page 1 of 3

THENCE ALONG NIGHT SHADOW AVENUE, N.W. RIGHT-OF-WAY LINE S 89°36'47" E, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NIGHT SHADOW AVENUE, N.W., MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE ALONG SAID RIGHT-OF-WAY LINE N 00°23'13" E, A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NIGHT SHADOW AVENUE, N.W., MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE N 89°36'47" W, A DISTANCE OF 40.00 FEET TO A POINT MARKED BY A SET REBAR WITH CAP "PS 11993";

THENCE LEAVING SAID RIGHT-OF-WAY LINE N 00°23'13" E, A DISTANCE OF 73.00 FEET MARKED BY A SET REBAR WITH CAP "PS 11993" TO THE POINT OF BEGINNING, CONTAINING 2.1441 ACRES, MORE OR LESS.

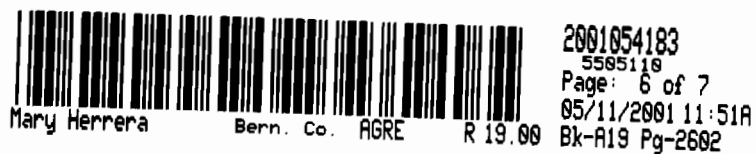
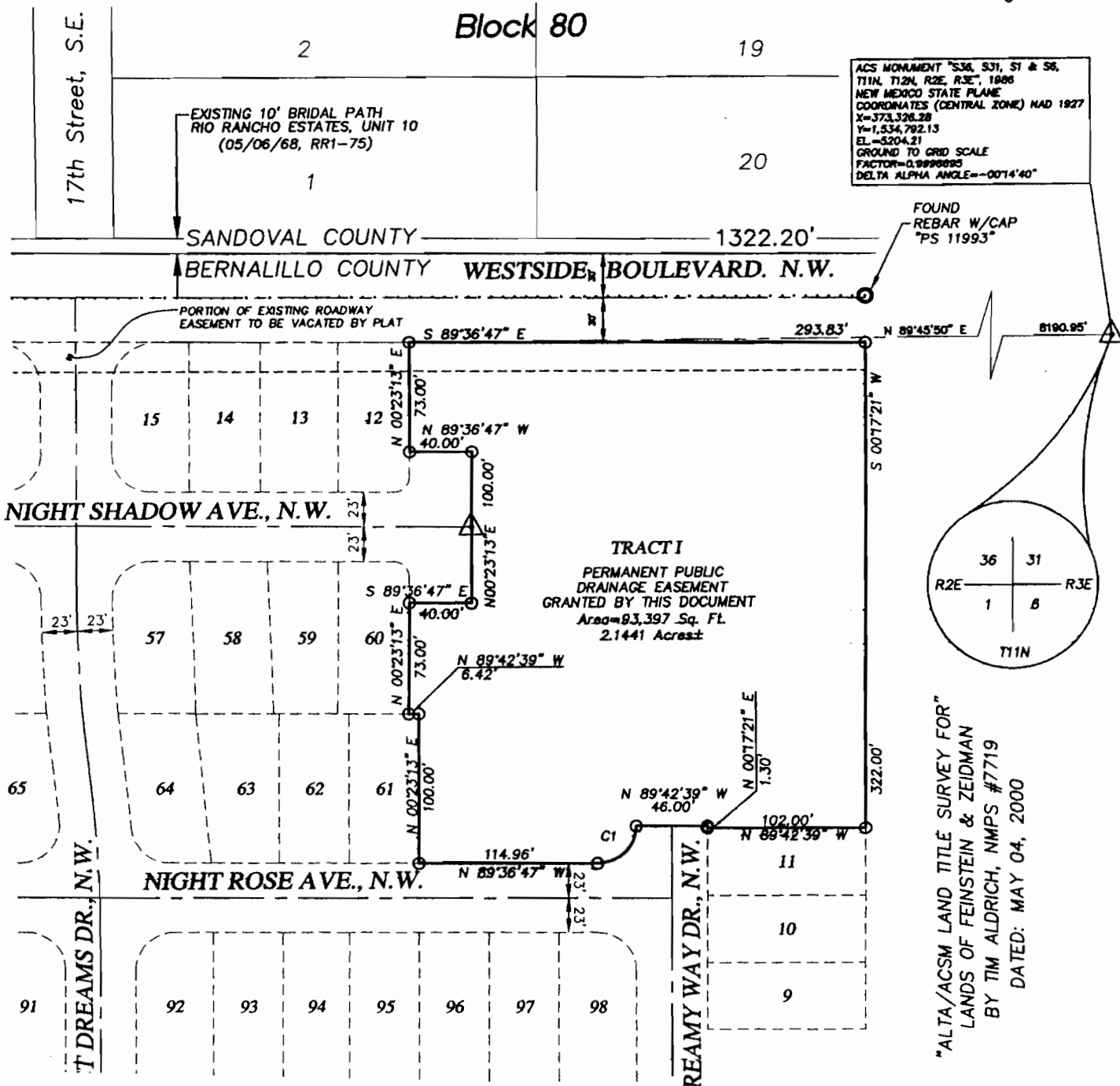


EXHIBIT "A"
page 2 of 3



CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Contact Person Kathy Jaramillo
Phone No. 924-39960

Project # 660481
CCN# 200101162
New or Ext. # _____

Type of Agreement: 2 agreements & covenants

Description/Project Name: Los Sueños Subal.

Public Works Dept./Div.: Design Review

Developer: Los Sueños, LLC

Contract Amount \$ - 0 -

SIA Contract Period: 5/4/01 - 12/31/2021

Contract Amount \$ - 0 -

SIA Contract Period: 5/4/01 - 12/31/2021

Contract Amount \$ _____

S/W Contract Period: _____ - _____

DRAFT CONTRACT:

Rec'd by Legal: _____ Rejected/Returned to Dept.: _____ / _____

Returned to Legal: _____ / _____ Approved: _____ Initials: _____

FINANCIAL GUARANTY:

Letter of Credit No.: _____ Date: _____ Attached: Yes ___ No ___ Initial _____

Other: Type _____ Date: _____ Attached: Yes ___ No ___ Initial _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Utility Div	<u>4/30/01</u>	<u>5/7/01</u>	<u>BKB</u>	<u>5/7/01</u>
Hydrology Div				
Transportation Div				
DRC Chairman	<u>5/7/01</u>	<u>5/9/01</u>	<u>Or</u>	<u>5/9/01</u>
Legal Dept	<u>5/8/01</u>	<u>5-9-01</u>	<u>2/</u>	<u>5/9/01</u>
City Engineer	<u>5/4/01 Amp</u>	<u>5-09-01</u>	<u>KLP</u>	<u>5-09-01</u>
PWD Director				
Finance				
City Clerk				
CAO				

DISTRIBUTION:

User Department. 5/11/01 By: [Signature]
Vendor 5-29-01 CP
City Clerk _____
Treasury _____
Other: _____

ADDENDUM TO COVER PAGE

4/30/01

(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT TITLE: Los Sueños PROJECT # 660481

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted.

5/1/01

ITEM	ACTION		
	Review & Approval	Reference	Comments
Procedure "A".....	□□□	□□	_____
Procedure "B".....	□□□	□□	_____
Procedure "B" Modified Non Work Order.....	□□□	□□	_____
Procedure "C".....	□□□	□□	_____
Procedure "C" Modified.....	□□□	□□	_____
Special Agreement.....	□□□	□□	_____
Sidewalk Deferral Agreement.....	□□□	□□	_____
Amendment.....	□□□	□□	_____
Assignment.....	□□□	□□	_____
Financial Guarantee.....	□□□	□□	_____
Construction Paperwork:			
Contractors Proposal.....	□□□	□□	_____
Performance/Warranty Bonds.....	□□□	□□	_____
Labor/Material Bonds.....	□□□	□□	_____
Certificate of Insurance.....	□□□	□□	_____
Engineers Cost Estimate.....	□□□	□□	_____
Extension.....	□□□	□□	_____
Release/Agreement.....	□□□	□□	_____
Release/Financial Guarantee.....	□□□	□□	_____
Calling Notice.....	□□□	□□	_____
Letter of Commitment.....	□□□	□□	_____
Reduction Letter.....	□□□	□□	_____
License Agreement.....	□□□	□□	_____
Monitoring Well Permit.....	□□□	□□	_____
Agreement & Covenant.....	□□□	□□	_____
Drainage Covenant.....	□□□	□□	_____
Revocable Permit.....	□□□	□□	_____
Encroachment.....	□□□	□□	_____
Permanent Easement.....	□□□	□□	_____
Temporary Easement.....	□□□	□□	_____

Other:

Please Call Kathy at 3996 if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments (2)