



DRAINAGE POND MAINTENANCE AGREEMENT AND COVENANT

This Drainage Pond Maintenance Agreement and Covenant between the City of Albuquerque (“City”) Diamond Tail Realty, LLC, a New Mexico Limited Liability Company, whose address is 20 Fall Pippin Lane, # 203, Asheville, N.C. 28803 (“Diamond Tail”), and Ventana Ranch Community Association, a New Mexico non-profit corporation, whose address is 8700A Education Place NW Albuquerque, NM 87114 (“VRCA”), is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk, State of New Mexico.

1. Recital. Diamond Tail is the owner of the following described real property (“Diamond Tail Property”) located in Albuquerque, Bernalillo County, New Mexico:

Tracts H-5A, H-6B, and H-9A, Plat for Tracts H-5A, H-6A, H-6B, H-7A, H-8A, and H-9A, Ventana Square at Ventana Ranch (being comprised of Tracts H-5 through H-9), City of Albuquerque, New Mexico, as the same are shown and designated on the Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on August 20, 2021 in Plat Book 2021C, Folio 96, as Document No. 2021098753.

A copy of the Plat depicting the Diamond Tail Property is attached hereto as **Exhibit A**.

VRCA is the owner of certain real property (“VRCA Property”) located in Albuquerque, Bernalillo County, New Mexico, described as:

Tract B of Vittoria Subdivision at Ventana Ranch (a replat of Tract J, Ventana Ranch), filed in the office of the Bernalillo County Clerk on January 29, 2003 in Book 2003C, Page 21, as Document No. 2003015325.

A copy of the Plat depicting the VRCA Property is attached hereto as **Exhibit B**.

Diamond Tail and VRCA shall hereinafter be referred to as the “Users,” and the Diamond Tail Property and the VRCA Property shall hereinafter be referred to collectively as the “Users’ Property.”

The VRCA and the City of Albuquerque are parties to a Drainage Covenant pertaining to a “Temporary Retention Pond”, which Covenant was filed in the office of the County Clerk of Bernalillo County, New Mexico on February 7, 2003 in Book A50, page 495, as Document No. 2003020531. A copy of this Drainage Covenant is attached hereto as **Exhibit C**.

Diamond Tail and the City of Albuquerque have entered into a Public Infrastructure Agreement pertaining to construction of public infrastructure for certain property in Ventana Square at Ventana Ranch, and the City has required that Diamond Tail deepen and otherwise improve the “Temporary Retention Pond” per the “Ventana Square Retention Pond Improvements” depicted on the Plan Sheet attached hereto as **Exhibit D** (the “Improvement”).

The City, pursuant to ordinances, regulations, and other applicable laws, as a condition of allowing the public infrastructure project to proceed, has required that an Agreement and Covenant between the City and Users pertaining to maintenance of the “Improvement” be executed.

2. City’s Right of Entry and City Liability. The City has the right to enter upon the Users’ Property at any time and perform whatever inspection, installation, maintenance, repair, or modification or removal (“Work”) it deems appropriate without liability to Users. If the Work affects the Improvement, the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The Users promptly will repair the Improvement to the City’s satisfaction. The cost of repairing the Improvement will be paid by Users.

3. Responsibility for Improvement. Diamond Tail shall be solely responsible for constructing the Improvement as per the approved Plan Sheet and any other City requirements for the “Ventana Square Pond Improvements.” Thereafter, the Users shall be solely responsible for 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 on file at the City Engineer’s Office. The Users will be solely responsible for paying all related costs. The Users 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 Users will conform with all applicable laws, ordinances, and regulations.

4. Demand for Repair, Modification, or Removal. The City may send written notice (“Notice”) to the Users requiring Users to repair, modify or remove the Improvement within thirty (30) days (“Deadline”), and the Users will comply promptly with the requirements of the Notice. If removal is demanded, the City may also require the Improvement to be returned to its original condition by the Deadline. The Users will perform all required work by the Deadline, at the Users’ sole expense.

5. Failure to Perform by Users and Emergency Work by the City. If the Users fail 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 may then assess the Users for the cost of the work and any other expenses or damages which result from the Users’ failure to perform. The Users agree promptly to pay the City for the amount assessed. If the Users fail to pay the City within thirty (30) days after the City gives the Users written notice of the amount due, the City may impose a lien against the Users’ property for the total resulting amount.

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

Cancellation of this Agreement for any reason shall not release the Users from any liability or obligation relating to the installation operation, maintenance, or removal of the Improvement or any other term of this Agreement.

7. Condemnation. If any part of the Users' Property is ever condemned by the City, the Users will forego all claims to compensation for any portion of Users' structures which encroach on City Property and for severance damage to the remaining portion of the Users' structures on Users' Property.

8. Assessment. Nothing in this Agreement shall be construed to relieve the Users, or their successors or assigns, from an assessment against Users' Property for improvements to 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.

9. Notice. For purposes of giving formal written notice to the Users, the Users' addresses are as follows:

Ventana Ranch Community Association, Inc.
c/o HOAMCO
8700A Education Place NW
Albuquerque, NM 87114

Diamond Tail Realty, LLC
20 Fall Pippin Lane, Suite 203
Asheville, NC 28803

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

10. Indemnification of City by Users. The Users shall be solely responsible for maintaining the premises upon which the Improvement is being constructed in a safe

condition. The Users agree to indemnify and hold harmless the City and its officials, agents and employees from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Users, their agents, representatives, contractors or subcontractors or arising from the failure of the Users, their agents, representatives, contractors or subcontractors to perform any act or duty required by the Users herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

11. Indemnification of VRCA by Diamond Tail. Diamond Tail agrees to indemnify and hold harmless the VRCA and its officials, agents, contractors and employees from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of Diamond Tail, its agents, representatives, contractors or subcontractors or arising from the failure of Diamond Tail, its agents, representatives, contractors or subcontractors in constructing or maintaining the Improvement and performing any act or duty required by Diamond Tail herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico. This Indemnification obligation shall be binding upon Diamond Tail's successors and assigns.

12. Allocation of Maintenance Costs as between Diamond Tail and VRCA. Diamond Tail and VRCA agree, as between themselves and on behalf of their successors and assigns, that, except for the cost of reseeding the Improvement (which cost shall be paid solely by Diamond Tail), ongoing maintenance costs associated with the Improvement shall be allocated between them on the basis of 30% of the maintenance costs being paid by Diamond Tail or its successors and assigns, and 70% of the maintenance costs being paid by VRCA or its successors or assigns. "Maintenance," shall include all costs related to the Improvements, including repairs and replacements and all work required by the City.

The Improvements subject to this agreement are located only on the VRCA Property. VRCA will perform the necessary Maintenance on the Improvements. VRCA will send an annual statement to the owners of the Diamond Tail Property identifying the costs of maintenance of the Improvements. The percentage of costs owed by the Diamond Tail Property owners shall be subtracted from the deposit identified below until half of the deposit amount has been used. The remaining amount shall be held as part of a reserve to fund repairs of the Improvements that exceed regular annual costs. When such repairs are required, 30% of such costs shall be deducted from the second half of the deposit amount and shall be reflected on the annual statements to the owners of the Diamond Tail Property.

After half of the original deposit amount has been used to pay the Diamond Tail percentage of costs, the owners of the Diamond Tail Property shall pay the cost of maintenance to VRCA within thirty (30) days of receipt of the annual statement. The

owners of the Diamond Tail Property shall be jointly and severally liable to VRCA, *in personam* and *in rem*, for all amounts owed.

Any amounts owed by the owners of the Diamond Tail Property not paid when due shall be deemed delinquent and shall bear interest from thirty (30) days after the due date until paid at a rate of eighteen percent (18%) per annum and the owners of the Diamond Tail Property shall be liable for all taxable and incidental costs, including attorney's fees, which may be incurred by VRCA in collecting the same. Late fees may also be established by VRCA to be adjusted from time to time. VRCA may also record a Notice of Delinquency against the Diamond Tail Property as to which any such amount is delinquent. VRCA may establish a fixed fee to reimburse VRCA for VRCA's cost in recording such Notice, processing the delinquency and recording a notice of payment, which fixed fee shall be treated as a collection cost of VRCA secured by a lien on the Diamond Tail Property.

All amounts owed by owners of the Diamond Tail Property shall constitute a continuing lien against the Diamond Tail Property and shall likewise be the obligation, *in personam*, of the owners of the Diamond Tail Property. If owners of the Diamond Tail Property fail to pay the amounts owed per the terms of this agreement, VRCA may take either or both of the following actions:

- a. Bring an action at law, to recover judgment *in personam* against the owners of the Diamond Tail Property obligated to pay the amounts under this Agreement;
- b. Foreclose the lien against Diamond Tail Property in accordance with the then prevailing New Mexico law relating to the foreclosure of realty mortgages (including the right to recover any deficiency) and the Diamond Tail Property may be redeemed after foreclosure sale as provided by law. VRCA shall have the right to bid at any foreclosure sale.

13. Diamond Tail Maintenance Deposit with VRCA. Diamond Tail and VRCA have entered into a separate agreement providing for a maintenance cost deposit by Diamond Tail with VRCA intended to cover the 30% share of the anticipated maintenance costs associated with Diamond Tail Property for twenty (20) years and the cost of reseedling the Improvement for up to five (5) years. That agreement is contractual only, does not run with the land, and is not a part of this Covenant.

14. Term. The Agreement shall continue until canceled by the City pursuant to Paragraph 6 above.

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

16. 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.

17. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by all parties.

18. 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.

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

CITY OF ALBUQUERQUE

By: 
Sarita Nair
Chief Administrative Officer

Date: 4/4/22

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO ss:

This instrument was acknowledged before me on this 4 day of
April, 2022, by Sarita Nair, Chief Administrative Officer for the City of
Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.




Notary Public

My commission expires: 20 August 2024

CITY OF ALBUQUERQUE

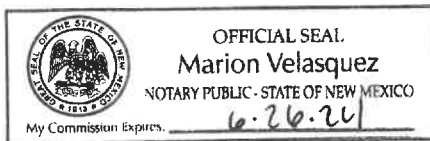
DocuSigned by:
By: Shahab Biazar
Shahab Biazar, P.E.
City Engineer

Date: 3/31/2022 | 8:15 AM MDT

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO ss:

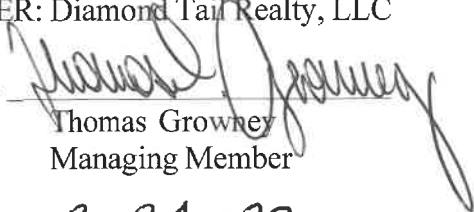
This instrument was acknowledged before me on this 31st day of March, 2022, by Shahab Biazar, P.E. City Engineer, for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.



[Signature]
Notary Public
My commission expires: June 26, 2024

USER: Diamond Tail Realty, LLC

By:


Thomas Gowney
Managing Member

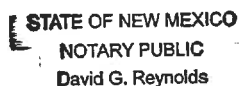
Date:

3.24.22

USER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO ss:

This instrument was acknowledged before me on this 24th day of March, 2022, by Thomas D. Gowney, Managing Member of Diamond Tail Realty, LLC, on behalf of the LLC.


STATE OF NEW MEXICO
NOTARY PUBLIC
David G. Reynolds

Commission Number 1100246

My Commission Expires August 20, 2024



Notary Public

My commission expires: 8/20/2024

USER: Ventana Ranch Community Association

By: David A. Catanzaro
President

USER'S ACKNOWLEDGEMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO ss:

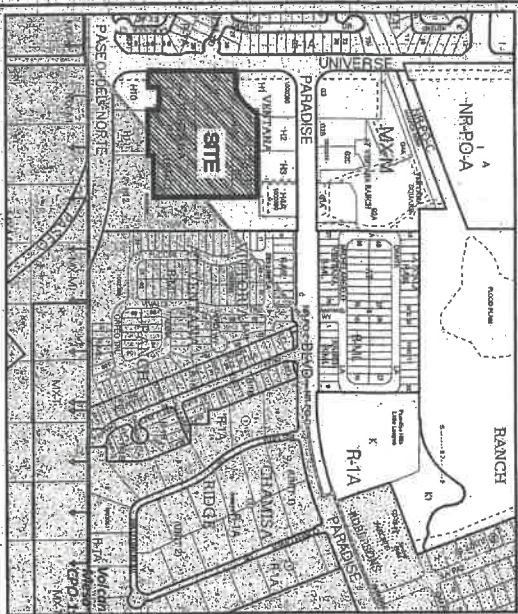
This instrument was acknowledged before me on this 29 day of March, 2022, by David A. Catanzaro, President of Ventana Ranch Community Association, a New Mexico non-profit corporation, on behalf of the corporation.



OFFICIAL SEAL
Amber Rodriguez
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 01/12/2025

Amber Rodriguez
Notary Public

My commission expires: _____



Vicinity Map - Zone Atlas B-10-Z

Documents

1. TITLE COMMITMENT FOR TRACT "H-10", PROVIDED BY OLD REPUBLIC NATIONAL TITLE, HAVANA FILE NO. 180010 AND AN EFFECTIVE DATE OF MAY 2, 2018.
2. PLAT OF RECORD FOR VENTANA SQUARE AT VENTANA RANCH FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON MARCH 4, 2003, IN BOOK 2003C, PAGE 50.
3. WARRANTY DEED FOR TRACTS "H-6", "H-11", FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON JANUARY 9, 2004, IN BOOK A71, PAGE 2892, DOC. NO. 2004002902.
4. WARRANTY DEED FOR TRACT "H-5", FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON APRIL 12, 2004, IN BOOK A75, PAGE 2110, 0000000001, NO. 20040047250.

Free Consent & Dedication

THE SUBDIVISION SHOWN AND DESCRIBED HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERDESIGNED OWNER(S) HEREOF AND GRANT EASEMENTS AS SHOWN HEREON, EXISTING AND/OR GRANTED PUBLIC UTILITY EASEMENTS (P.U.E.) AS SHOWN HEREON, UNLESS NOTED OTHERWISE, ARE FOR THE COMMON AND JOINT USE OF ALL ELECTRIC, WATER AND GAS UTILITIES AND SERVICES FOR THE BENEFIT OF THE SUBDIVISION. THE SUBDIVISION IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SUBDIVISION OWNER(S). THE SUBDIVISION IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SUBDIVISION OWNER(S). THE SUBDIVISION IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SUBDIVISION OWNER(S).

THOMAS B. GORMEY, MANAGING MEMBER
DIAMOND TAIL REALTY, LLC

DATE

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

THIS INSTRUMENT WAS FORWARDED BEFORE ME ON 7.9 2021

BY: THOMAS B. GORMEY, MANAGING MEMBER, DIAMOND TAIL REALTY, LLC

NOTARY PUBLIC

MY COMMISSION EXPIRES 03/02/2026

Indexing Information

Projected Section 10, Township 11 North, Range 2 East, N.M.P.M. Town of Alameda Grant, Subdivision: Ventana Square of Bernalillo Ranch, Owner: Diamond Tail Realty LLC
UIC # 10100500020830065 (Tract H-5)
10100500020830065 (Tract H-6)
10100500020830065 (Tract H-7)
10100500020830065 (Tract H-8)
10100500020830065 (Tract H-9)

Purpose of Plat

1. SUBDIVIDE EXISTING 5 TRACTS INTO 6 TRACTS, AS SHOWN HEREON.
2. GRANT EASEMENTS AS SHOWN HEREON.
3. VACATE EASEMENTS AS SHOWN HEREON.
4. DEDICATE RIGHT OF WAY AS SHOWN HEREON.

Subdivision Data

GROSS ACRES: 8.7797 ACRES
ZONE: B-10-2
NUMBER OF EXISTING LOTS: 5
NUMBER OF LOTS CREATED: 6
MILES OF FULL-WIDTH STREETS: 0.000 MILES
MILES OF HALF-WIDTH STREETS: 0.000 MILES
MILES OF RAILROADS: 0.000 MILES
DATE OF SURVEY: OCTOBER 2020

Legal Description

TRACTS "H-5" THRU "H-9" OF VENTANA SQUARE AT VENTANA RANCH (A REPLAT OF TRACT H-A, VENTANA RANCH) 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 MARCH 4, 2003, IN BOOK 2003C, PAGE 50, AS DOCUMENT NO. 2003035708.

Notes

1. FIELD SURVEY PERFORMED IN AUGUST 2015 AND SUPPLEMENTAL DATA IN OCTOBER 2020.
2. ALL DISTANCES ARE GROUND DISTANCES, U.S. SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).
4. UNDEVELOPED LAND SHOWN HEREON AS "UNDEVELOPED LAND".
5. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FROM THE FOLLOWING FILED DOCUMENTS:
 - DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS FILED JULY 15, 2003, DOC. NO. 200321810
 - FIRST AMENDMENT FILED JANUARY 7, 2004, DOC. NO. 2004000871
 - SECOND AMENDMENT FILED JANUARY 7, 2004, DOC. NO. 2004000872
 - THIRD AMENDMENT FILED MAY 13, 2004, DOC. NO. 2004006091
 - ASSIGNMENT OF DECLARANT'S RIGHTS FILED JANUARY 27, 2005, DOC. NO. 2005012298
 - FOURTH AMENDMENT FILED APRIL 11, 2006, DOC. NO. 2006051001
 - FIFTH AMENDMENT FILED APRIL 11, 2006, DOC. NO. 2006051002
 - SIXTH AMENDMENT FILED APRIL 11, 2006, DOC. NO. 2006051003
 - SEVENTH AMENDMENT FILED OCTOBER 30, 2012, DOC. NO. 2012141245
 - EIGHTH AMENDMENT FILED SEPTEMBER 2, 2015, DOC. NO. 2015077196

Solar Collection Note

NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT, OR BUILDING AGREEMENT PROHIBITING SOLAR COLLECTIONS FROM BEING INSTALLED ON BUILDINGS OR ERECTED ON THE LOTS OR PARCELS WITHIN THE AREA OF PROPOSED PLAT. THE FOREGOING REQUIREMENT SHALL BE A CONDITION TO APPROVAL OF THIS PLAT.

Treasurer's Certificate

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND PAID ON UIC #:

- 10100500020830065
- 10100500020830064
- 10100500020830063
- 10100500020830062
- 10100500020830061
- 10100500020830060

PROPERTY OWNER OF RECORD
Diamond Tail Realty LLC
BERNALILLO COUNTY TREASURER'S OFFICE

Plat

for

Tracts H-5A, H-6A, H-6B, H-7A, H-8A and H-9A,

Ventana Square at Ventana Ranch
Being Comprised of
Tracts H-5 thru H-9

Ventana Square at Ventana Ranch
City of Albuquerque
Bernalillo County, New Mexico

Project Number: PR-2020-004024

Application Number: SD-2021-00155

Plat Approvals:

| | |
|-------------------|--------------|
| City Engineer | Jul 20, 2021 |
| City Surveyor | Jul 20, 2021 |
| City Clerk | Jul 20, 2021 |
| City Attorney | Jul 20, 2021 |
| City Auditor | Jul 20, 2021 |
| City Treasurer | Jul 20, 2021 |
| City Commissioner | Jul 20, 2021 |
| City Council | Jul 20, 2021 |
| City Mayor | Jul 20, 2021 |

City Approvals:

| | |
|-------------------|--------------|
| City Engineer | 7/9/2021 |
| City Surveyor | Aug 9, 2021 |
| City Clerk | Aug 10, 2021 |
| City Attorney | Aug 9, 2021 |
| City Auditor | Aug 10, 2021 |
| City Treasurer | Aug 11, 2021 |
| City Commissioner | Aug 11, 2021 |
| City Council | Aug 11, 2021 |
| City Mayor | Aug 11, 2021 |

Surveyor's Certificate

I, WILL PLOTNER, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WERE PREPARED BY ME OR UNDER MY SUPERVISION, SHOWS ALL THE EASEMENTS AS SHOWN ON THE PLAT OF RECORD OR MADE KNOWN TO THE OWNERS AND/OR PROPRIETORS OF THE LAND SHOWN HEREON, AND THAT THE UTILITY REQUIREMENTS FOR MONUMENTATION AND SURVEYS FOR THE CITY OF ALBUQUERQUE AND FURTHER MEETS THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF NEW MEXICO AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner, Jr.
7/9/2021

CSI-CARTESIAN SURVEYS, INC.

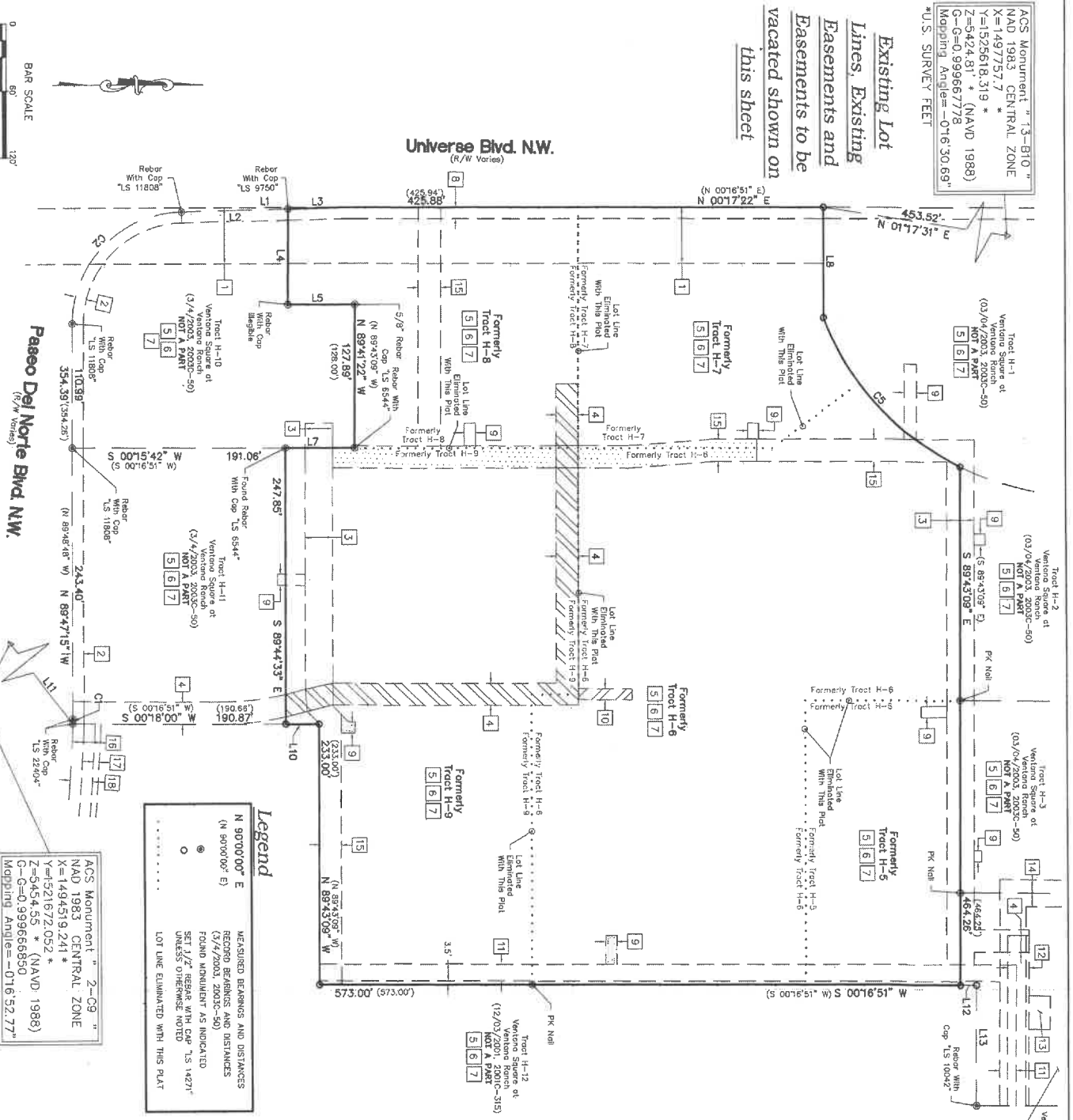
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244
willplotnerjr@gmail.com



2021C-96

ACS Monument "13-B10"
 NAD 1983 CENTRAL ZONE
 X=1497757.1
 Y=1525618.319
 Z=5424.81 (NAVD 1988)
 G-G=0.999667778
 Mapping Angle = -016 30.69"
 *U.S. SURVEY FEET

Existing Lot Lines, Existing Easements and Vacated shown on this sheet



Legend

MEASURED BEARINGS AND DISTANCES
 BEGRO REPERENCES AND DISTANCES
 (3/4/2003, 2003C-50)
 FOUND INDEPENDENT AS INDICATED
 SET 1/2\"/>

Plat for
Tracts H-5A, H-6A, H-6B,
H-7A, H-8A and H-9A,
Ventana Square at
Ventana Ranch
Being Comprised of
Tracts H-5 thru H-9
City of Albuquerque
Bernalillo County, New Mexico
July 2021

Easement Notes

- 1 EXISTING 50' ELECTRIC RIGHT-OF-WAY EASEMENT (05/08/1953, BK. MISC. 14, PG. 341, DOC. NO. 35019489)
- 2 EXISTING 10' P.U.E. (12/03/2001, 2001C-315)
- 3 EXISTING 25' PUBLIC WATERLINE AND PUBLIC SANITARY SEWER EASEMENT (03/04/2003, 2003C-50)
- 4 EXISTING 20' PUBLIC SANITARY SEWER EASEMENT (03/04/2003, 2003C-50)
- 5 EXISTING PRIVATE NON-EXCLUSIVE PERPETUAL DRAINAGE EASEMENT AND PUBLIC UTILITIES EASEMENT, BLANKET IN ALL AREAS (03/04/2003, 2003C-50) (7/15/2003, BK. A00, PG. 1545, DOC. NO. 200321810)
- 6 EXISTING PRIVATE NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC, BLANKET IN NATURE ACROSS THAT PORTION OF THE COMMON AREAS (03/04/2003, 2003C-50) (7/15/2003, BK. A00, PG. 1545, DOC. NO. 200321810)
- 7 EXISTING PRIVATE NON-EXCLUSIVE PERPETUAL EASEMENT ACROSS THE COMMON AREAS FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF FREE STANDING SIGNS (7/15/2003, BK. A00, PG. 1545, DOC. NO. 200321810)
- 8 EXISTING 10' P.U.E. (03/04/2003, 2003C-50)
- 9 EXISTING 10' PUBLIC WATERLINE EASEMENT (03/04/2003, 2003C-50)
- 10 EXISTING 10' PUBLIC SANITARY SEWER EASEMENT (03/04/2003, 2003C-50) VACATED BY THE FILING OF THIS PLAT SHOWN HEREON AS [X]
- 11 EXISTING PUBLIC 15' WATERLINE EASEMENT (7/30/2002, BK. A39, PG. 52201, DOC. NO. 2002095491) (07/30/2002, BK. A39, PG. 5223, DOCUMENT NO. 2002095494)
- 12 EXISTING PUBLIC 20' PUBLIC SANITARY SEWER EASEMENT (07/30/2002, BK. A39, PG. 5218, DOC. NO. 2002095494) AND (7/30/2002, BK. A39, PG. 5223, DOC. NO. 2002095494)
- 13 EXISTING 20' X 30' PUBLIC WATERLINE AND PUBLIC SANITARY SEWER EASEMENT (03/04/2003, 2003C-50)
- 14 EXISTING PRIVATE 24' ACCESS EASEMENT (07/30/2002, BK. A39, PG. 5217, DOC. NO. 2002095494)
- 15 EXISTING 20' PUBLIC WATERLINE EASEMENT (03/04/2003, 2003C-50)
- 16 EXISTING 25' PUBLIC ORANGEAGE EASEMENT (07/30/2002, BK. A39, PG. 5223, DOCUMENT NO. 2002095494)
- 17 EXISTING 5' PUBLIC PERMANENT EASEMENT FOR SANITARY SEWER (07/30/2002, BK. A39, PG. 5223, DOCUMENT NO. 2002095494)
- 18 EXISTING 20' PUBLIC UTILITY EASEMENT (11/03/2001, 2001C-35)

CSI-CARTESIAN SURVEYS INC.
 P.O. BOX 4414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244
 vploneir@gmail.com

2021C-916



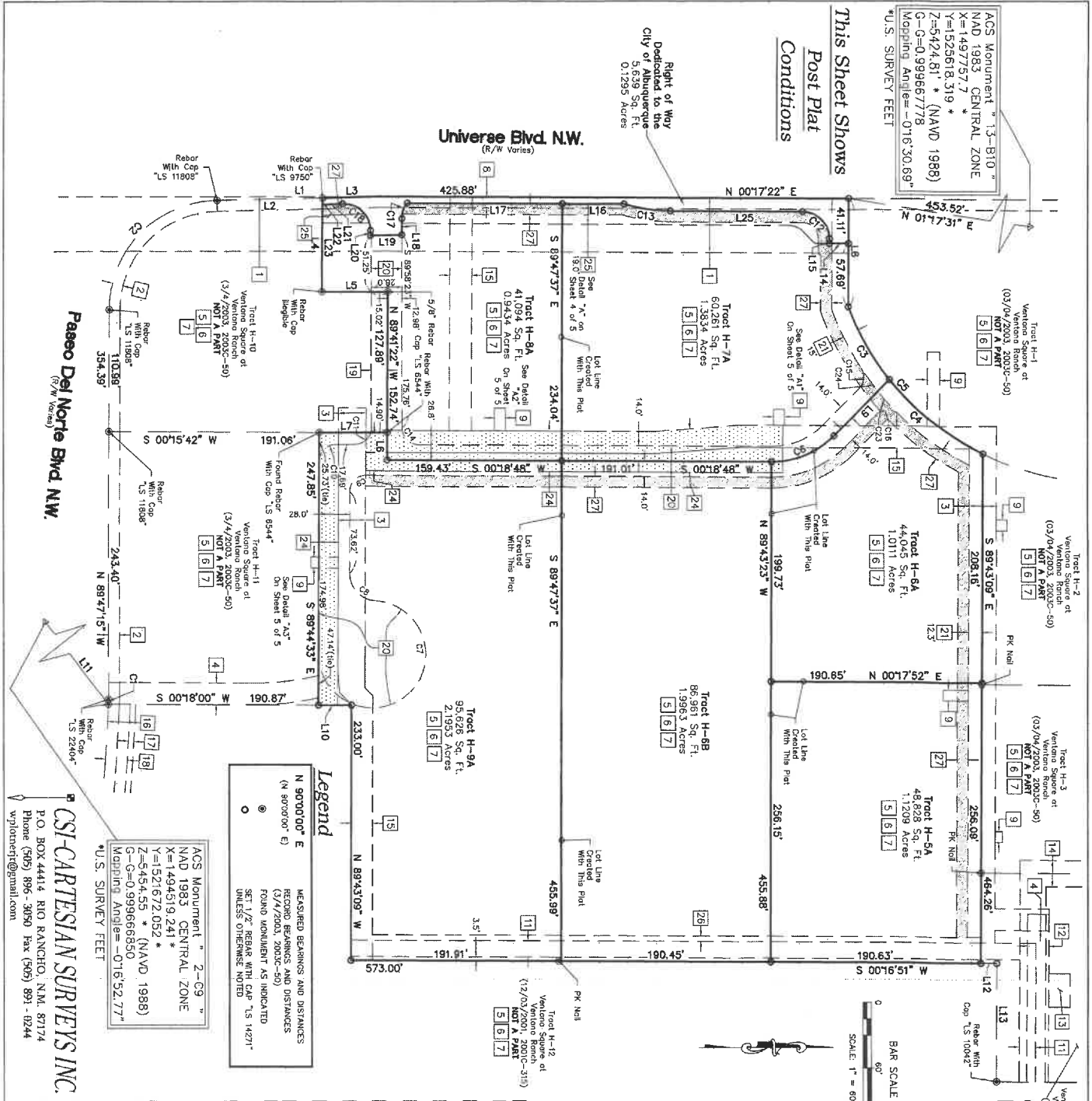
AOS Monument "13-B10"
 NAD 1983 CENTRAL ZONE
 X=1497757.7
 Y=1525618.319
 Z=5424.81' (NAD 1988)
 G-O=0.99966778
 Mopping Angle=-016°30.69"
 U.S. SURVEY FEET

This Sheet Shows
Post Plat
Conditions

Right of Way
 Dedicated to the
 City of Albuquerque
 5,639.59 Ft.
 0.1295 Acres

Universe Blvd. N.W.
 (R/W Varies)

Paseo Del Norte Blvd. N.W.
 (R/W Varies)



Easement Notes

- 1 EXISTING 50' ELECTRIC RIGHT-OF-WAY EASEMENT (05/09/1953, BK. MISC. 14, PG. 341, DOC. NO. 8201849)
- 2 EXISTING 10' P.U.E. (12/03/2001, 2001C-315)
- 3 EXISTING 25' PUBLIC WATERLINE AND PUBLIC SANITARY SEWER EASEMENT (03/04/2003, 2003C-50)
- 4 EXISTING 20' PUBLIC SANITARY SEWER EASEMENT (03/04/2003, 2003C-50)
- 5 EXISTING PRIVATE NON-EXCLUSIVE PERPETUAL DRAINAGE EASEMENT AND PUBLIC UTILITIES EASEMENT BLANKET IN NATURE OVER COMMON AREAS (03/04/2003, 2003C-50) (7/15/2003, BK. A60, PG. 1545, DOC. NO. 2003121810)
- 6 EXISTING PRIVATE NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS BY VEHICLES AND FOOTSTEPS IN NATURE OVER COMMON AREAS (03/04/2003, 2003C-50) (7/15/2003, BK. A60, PG. 1545, DOC. NO. 2003121810)
- 7 EXISTING PRIVATE NON-EXCLUSIVE PERPETUAL EASEMENT ACROSS THE COMMON AREAS FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF FREE STANDING SIGNS (7/15/2003, BK. A60, PG. 1545, DOC. NO. 2003121810)
- 8 EXISTING 10' P.U.E. (03/04/2003, 2003C-50)
- 9 EXISTING 10' PUBLIC WATERLINE EASEMENT (03/04/2003, 2003C-50) SEE SHEET 5 OF 5 FOR DETAILS
- 10 INTENTIONALLY OMITTED
- 11 EXISTING PUBLIC 15' WATERLINE EASEMENT (7/30/2002, BK. A39, PG. 5223, DOC. NO. 2002095441) (07/30/2002, BK. A39, PG. 5223, DOC. NO. 2002095441)
- 12 EXISTING PUBLIC 20' PUBLIC SANITARY SEWER EASEMENT (07/30/2002, BK. A39, PG. 5218, DOC. NO. 2002095448) AND (7/30/2002, BK. A39, PG. 5223, DOC. NO. 2002095449)
- 13 EXISTING 20' X 30' PUBLIC WATERLINE AND PUBLIC SANITARY SEWER EASEMENT (03/04/2003, 2003C-50)
- 14 EXISTING PRIVATE 24' ACCESS EASEMENT (07/30/2002, BK. A39, PG. 5217, DOC. NO. 2002095448)
- 15 REMAINING PORTION OF AN EXISTING 20' PUBLIC WATERLINE EASEMENT (03/04/2003, 2003C-50)
- 16 EXISTING 25' PUBLIC DRAINAGE EASEMENT (07/30/2002, BK. A39, PG. 5223, DOC. NO. 2002095441)
- 17 EXISTING 5' PUBLIC PERMANENT EASEMENT FOR SANITARY SEWER (07/30/2002, BK. A39, PG. 5223, DOC. NO. 2002095441)
- 18 EXISTING 20' UTILITY EASEMENT (12/03/2001, 2001C-35)
- 19 PRIVATE ACCESS EASEMENT BENEFITING AND MAINTAINED BY THE OWNERS OF TRACTS H-5A THRU H-9A, H-10 AND H-11, GRANTED BY DOCUMENT (08/05/2002, DOC. NO. 2002092825)
- 20 PRIVATE ACCESS EASEMENT GRANTED WITH THE FILING OF THIS PLAT BENEFITING TRACTS H-5A THRU H-9A, H-10 AND H-11, TO BE MAINTAINED BY THE OWNERS OF SAID TRACTS, H-5A THRU H-9A, H-10 AND H-11, TO BE MAINTAINED BY SAID OWNERS.
- 21 PRIVATE ACCESS EASEMENT GRANTED WITH THE FILING OF THIS PLAT BENEFITING TRACTS H-5A THRU H-9A, H-10 AND H-11, TO BE MAINTAINED BY SAID OWNERS.
- 22 INTENTIONALLY OMITTED
- 23 PUBLIC WATERLINE AND PUBLIC SEWER EASEMENT GRANTED WITH THE FILING OF THIS PLAT, SHOWN HEREON AS [] SEE DETAIL "A4" ON SHEET 5 OF 5.
- 24 PUBLIC MULTI-USE TRAIL EASEMENT GRANTED WITH THE FILING OF THIS PLAT, SEE DETAIL "A" ON SHEET 4 OF 5.
- 25 PUBLIC UTILITY EASEMENT GRANTED WITH THE FILING OF THIS PLAT.
- 26 ADDITIONAL 5' PUBLIC WATERLINE EASEMENT GRANTED WITH THE FILING OF THIS PLAT TO THE ALBUQUERQUE-BERNALILLO COUNTY WATER UTILITY AUTHORITY.
- 27 10' PUBLIC UTILITY EASEMENT GRANTED WITH THE FILING OF THIS PLAT.

Plat for
Tracts H-5A, H-6A, H-6B,
H-7A, H-8A and H-9A,
Ventana Square at Ventana Ranch
Being Comprised of
Tracts H-5 thru H-9
Ventana Square at Ventana Ranch
City of Albuquerque
Bernalillo County, New Mexico
July 2021

Legend

MEASURED BEARINGS AND DISTANCES
 (N 90°00'00" E)
 RECORD BEARINGS AND DISTANCES
 (3/4/2003, 2003C-50)
 FOUND MONUMENT AS INDICATED
 SET 1/2" BEARS WITH CAP "S 14271"
 UNLESS OTHERWISE NOTED

AOS Monument "2-C9"
 NAD 1983 CENTRAL ZONE
 X=1494519.241
 Y=1521672.052
 Z=5454.55' (NAD 1988)
 G-O=0.99966850
 Mopping Angle=-016°52.77"
 U.S. SURVEY FEET

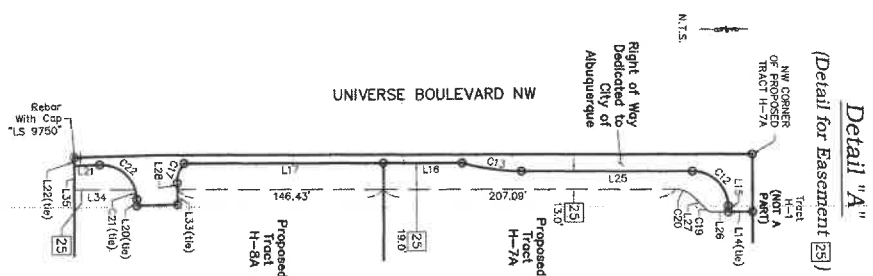
CSI-CARTESIAN SURVEYS INC.
 P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-10244
 wplanner@gmail.com

2021C-96

**Note: To Provide Pedestrian Access Among
All Tracts, Each Tract Owner Shall be
Responsible for Constructing Sidewalks
Along the Private Access Easement so that
All Tracts Can Access the Public
Right-of-Way**

| Line Table | | | Line Table | | |
|------------|-------------------------------|-------------------|------------|---------------|-------------|
| Line # | Direction | Length (ft) | Line # | Direction | Length (ft) |
| L1 | S 00°00'00" E | 363.16' | L20 | N 89°56'07" W | 4.88' |
| L2 | N 01°16'32" W (N 01°15'40" W) | 98.43' (95.96') | L21 | S 01°42'44" E | 17.98' |
| L3 | N 01°16'32" W | 54.11' | L22 | N 89°38'39" W | 5.90' |
| L4 | S 89°38'39" E (S 89°43'09" E) | 86.48' (88.54') | L23 | N 89°38'39" W | 79.98' |
| L5 | S 00°27'28" W (S 00°16'51" W) | 60.17' (60.00') | L24 | S 00°22'36" W | 120.74' |
| L6 | N 89°41'22" W | 24.84' | L25 | N 00°00'00" E | 12.13' |
| L7 | S 00°13'42" W | 62.01' (62.00') | L26 | N 45°22'26" E | 13.68' |
| L8 | S 89°43'09" E (S 89°43'09" E) | 98.80' (98.80') | L27 | S 89°56'33" W | 4.50' |
| L9 | S 45°10'40" E | 71.86' | L28 | N 89°43'23" W | 10.83' |
| L10 | S 00°18'00" W (S 00°16'51" W) | 30.00' (30.00') | L29 | N 00°13'48" E | 10.00' |
| L11 | S 32°26'41" W | 4842.68' | L30 | N 00°13'48" E | 10.00' |
| L12 | N 00°16'51" E (S 00°16'51" E) | 14.58' (14.00') | L31 | N 89°43'23" W | 32.37' |
| L13 | S 89°43'09" E (S 89°43'09" E) | 107.37' (107.46') | L32 | N 04°09'42" W | 77.46' |
| L14 | S 00°00'00" E | 17.10' | L33 | N 89°56'18" E | 10.83' |
| L15 | S 89°53'13" W | 4.24' | L34 | S 00°22'26" W | 43.12' |
| L16 | S 00°16'51" W | 55.85' | L35 | S 89°38'39" E | 17.10' |
| L17 | S 00°16'51" W | 141.52' | L36 | N 89°41'22" W | 1.95' |
| L18 | N 89°38'39" E | 15.12' | L37 | N 00°13'42" E | 19.40' |
| L19 | S 00°59'33" E | 28.68' | L38 | N 89°43'09" W | 34.82' |

• L24 INTERNALLY OMITTED



**Plat
for
Tracts H-5A, H-6A, H-6B,
H-7A, H-8A and H-9A,
Ventana Square at
Ventana Ranch
Being Comprised of
Tracts H-5 thru H-9
Ventana Square at Ventana Ranch
City of Albuquerque
Bernalillo County, New Mexico
July 2021**

Public Utility Easements

PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of:

- Public Service Company of New Mexico, ("PNM"), a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.
- New Mexico Gas Company for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas services.

- Quest Corporation d/b/a CenturyLink, LLC, for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.
- Cable TV for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above, together with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantor, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (aboveground or subsurface), hot tub, spa, shed, or other structure shall be erected or placed on the easement, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of poles, decking, or any structures adjacent to or near easements shown on this plat.

Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

Disclaimers: In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGCO) did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGCO do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.

CSI-CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244
wplancrj@gmail.com

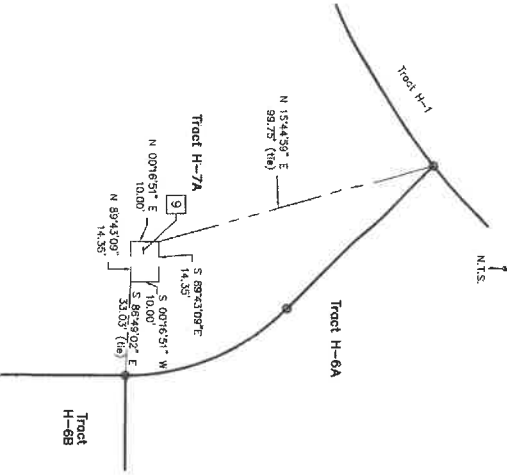


Sheet 4 of 5
20710

2021C-946

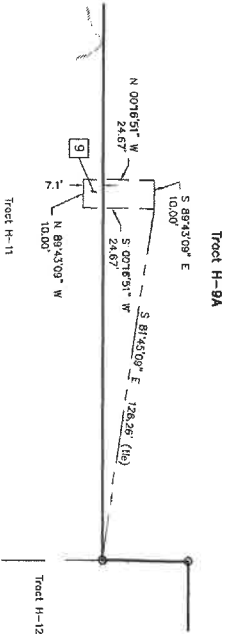
Detail "A1"

(Detail for Easement [9])



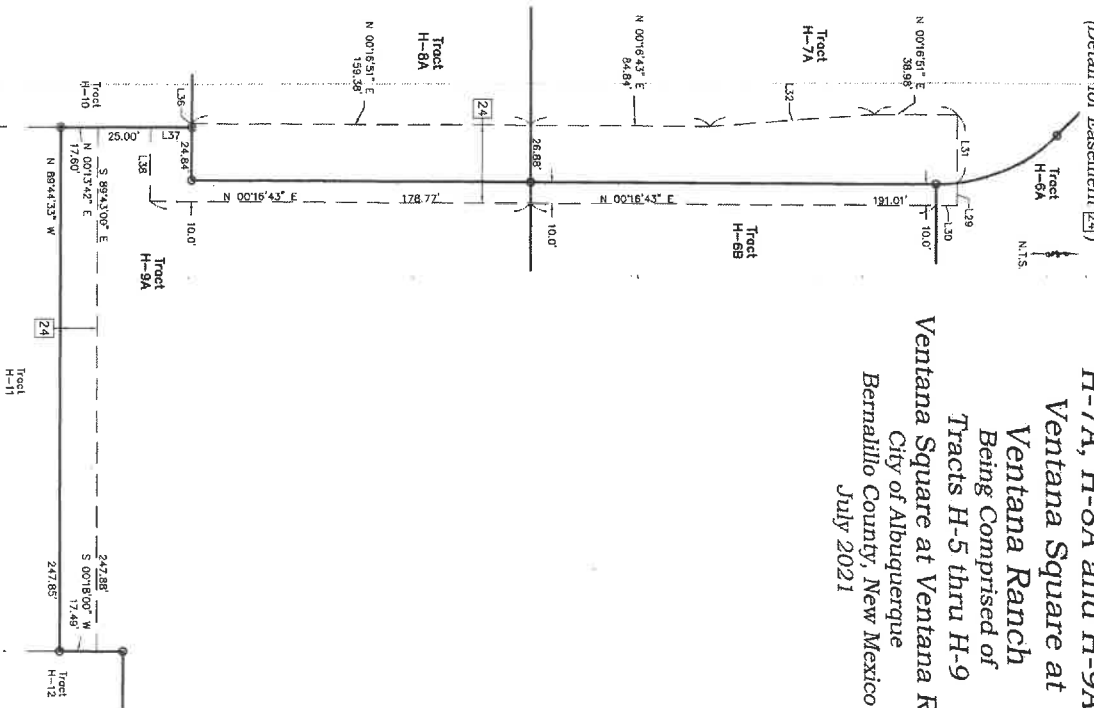
Detail "A3"

(Detail for Easement [9])



Detail "A4"

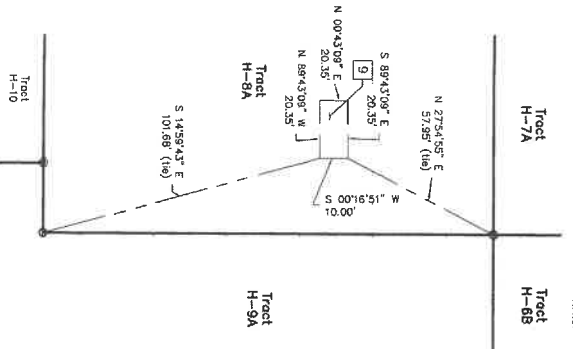
(Detail for Easement [24])



Plat
for
Tracts H-5A, H-6A, H-6B,
H-7A, H-8A and H-9A,
Ventana Square at
Ventana Ranch
Being Comprised of
Tracts H-5 thru H-9
Ventana Square at Ventana Ranch
City of Albuquerque
Bernalillo County, New Mexico
July 2021

Detail "A2"

(Detail for Easement [9])



CSI-CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244
wplotner@gmail.com

2021C-916

(5)

[illegible]

The purpose of the filing of this prior is no advisory threat, as the PLAT by VERNIAZ, RUIZ, Albuquerqque, New Mexico on the same is shown and designated on the plot thereof recorded in the office of the County Clerk of Bernalillo County, New Mexico on November 20, 1955 in Volume 98C, folio 430 as Document No. 515235; Into One hundred ten (110) Lots A Four (4) Tracts, to grant said interests, various easements and dedicate additional public street right-of-way to the City of Albuquerque.

4. **Public Utility:** Services for the disabled include maintenance and service equipment, repairs, improvements, and related facilities necessary to provide residential service.
5. **Public Services:** For residential maintenance and service of individuals with disabilities, the following are included:
 - a. **Caregivers:** For the disabled, maintenance and service of the following items are included: wheelchair, walker, cane, and other mobility equipment; hearing aids; prosthetic devices; and related facilities necessary to provide residential care.
 - b. **Medical Services:** For residential maintenance and service of individuals with disabilities, the following are included:
 - 1. **Communication:** Telephone, radiophone, and service of all faxed communication lines and other related equipment and facilities.
 - 2. **Transportation:** For the disabled, maintenance and service of all facilities necessary to provide residential care, including but not limited to: cars, vans, and other vehicles and related facilities.
 - 3. **Conspicuous Color:** For the individual, maintenance and service of all facilities, including but not limited to: signs, and other related equipment and facilities necessary to provide color identification.

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and public sanitary sewer and public waterline easement to be granted to New Mexico Utility, Inc. and City of Albuquerque.

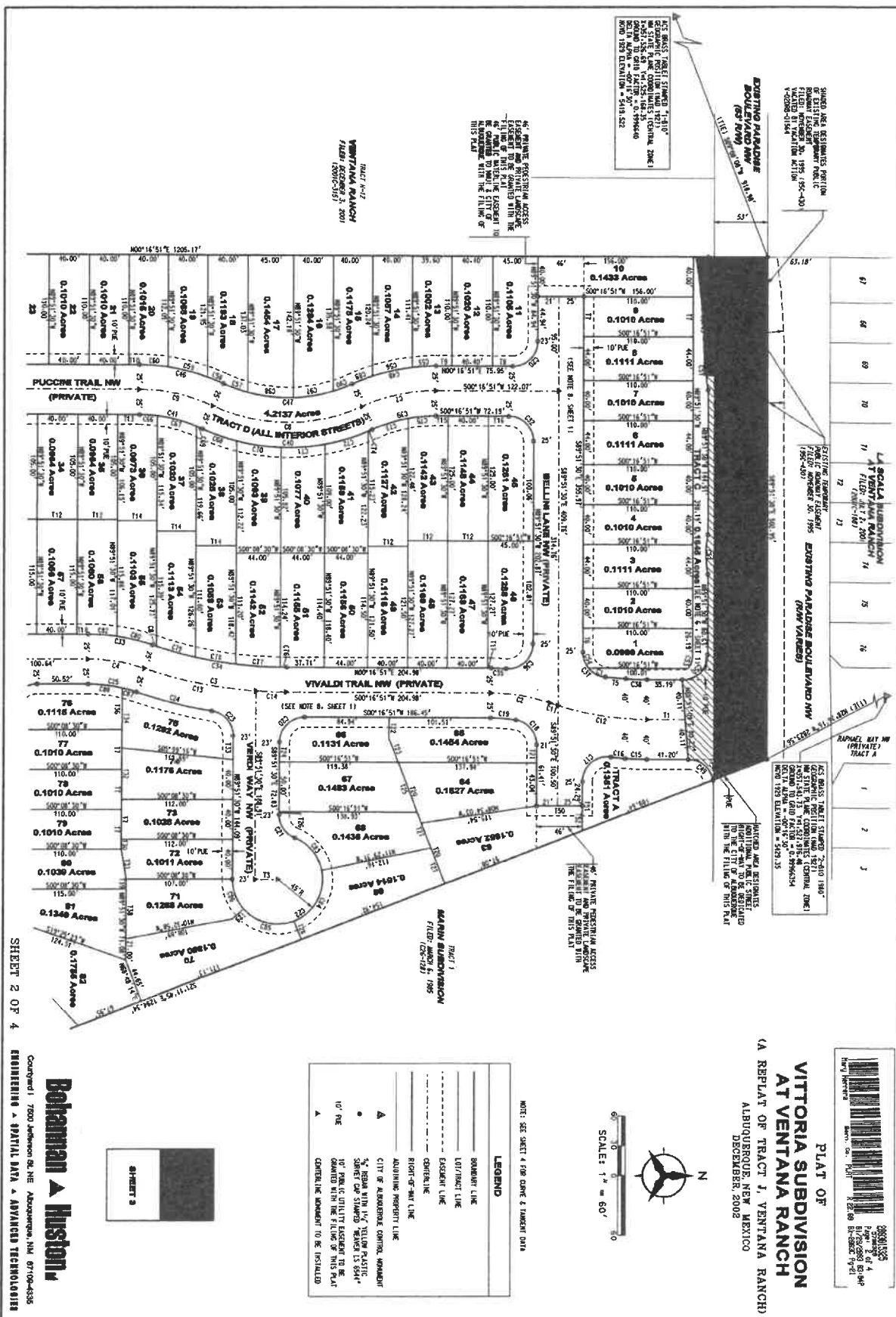
**VITTORIA SUBDIVISION
AT VENTANA RANCH**
(A REPLAT OF TRACT J, VENTANA RANCH
ALBUQUERQUE, NEW MEXICO
DECEMBER, 2002

Project # 1002380 / 03DRB-00050

PROPERTY OWNER OR RECORD ASSIGNEE(S) 1018 PETERSON
1018
 DEPUTY COUNTY TREASURER'S OFFICE 02/29/03
 DATE

In opposing this plan, Paul Electric Services and Gas Services (PESG) did not conduct a Title Search of the properties shown herein. Consequently, PESG does not waive nor release any easement or easement rights to which it may be entitled.

Countyd I 7600 Jefferson St. NE Albuquerque, NM 87108-4336
ENGINEERING & SPATIAL DATA & ADVANCED TECHNOLOGIE
P 1010121, Sub ver 1, 0068001, 19970301, 0101213, 19970301, 1997
DEC-2002 AOB MW 015073



7003817/12/8/14.

DRAINAGE COVENANT
Vittoria Subdivision – Ventana Ranch
Temporary Retention Pond

216/03



This Drainage Covenant, between Ventana Ranch Community Association ("Owner"), whose address is 10 Tramway Loop, NE, Albuquerque, New Mexico 87122, and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is PO Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County New Mexico and is entered into as of the date Owner signs this Covenant.

1. Recital. Owner is the owner of certain real property described as Tract B of Vittoria Subdivision at Ventana Ranch (a replat of Tract J, Ventana Ranch) filed in the office of the Bernalillo County Clerk on January 29, 2003 in Book 2003C, Page 21 (the "Plat").

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain Drainage Facilities on the Property, and the parties wish to enter into this Agreement to establish the obligations and responsibilities of the parties.

2. Description and Construction of Drainage Facilities. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standard plans and specifications approved by the City pursuant to Drainage File No. B-10/03F. VITTORIA SUBDIVISION Temporary Retention Pond, Ventana Ranch, City Project #700381.

The Drainage Facility is more particularly described in the attached Exhibit A. The Owner will not permit the Drainage Facility to constitute a hazard to the health or safety of the general public.

3. Maintenance of Drainage Facility. The Owner will maintain the Drainage Facility at Owner's cost in accordance with the approved Drainage Reports and plans until the permanent Drainage Facility connection is constructed with Paseo Del Norte, at which time this Agreement may be released pursuant to Paragraph 9 and the Owner shall leave Tract B as Open Space or develop as a Park pursuant to Note 7 on the Vittoria Plat.

4. City's Right of Entry. The City has the right to enter upon the Property at any time and perform whatever inspection, maintenance or repair of the Drainage Facility it deems appropriate, without liability to the Owner.

5. Demand for Construction or Repair. The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within 30 days ("Deadline") of receipt of the Notice, as provided in Section 10, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.



Mary Herrera

Bern. Co. COV

R 21.00

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

7. Liability of City for Repair after Notice or as a Result of Emergency. The City shall not be liable to the Owner for any damages resulting from the City's repair or maintenance following notice to the Owner as required in this agreement or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City.

8. Indemnification. Owner agrees to indemnify and save the City, its officials, agents and employees harmless from all claims, actions, suits and proceedings arising out of or resulting from the Owner's negligent maintenance, construction, repair or use of the Drainage Facility. 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 instruction is the primary cause of bodily injury to persons or damage to property.

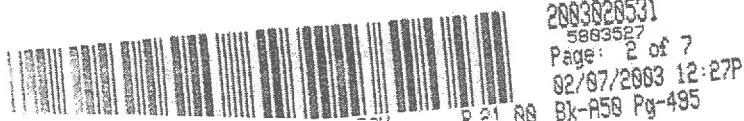
9. Cancellation of Agreement and Release of Covenant. This Agreement may be released if the Drainage Facility is no longer required for the protection of the public health, safety and welfare by the City filing "Notice of Release" with the Bernalillo County Clerk. The Notice of Release must be signed by the City's Chief Administrative Officer, or his designee, and the approval of the City Hydrologist must be endorsed thereon.

10. Notice. For purposes of given form written notice to the Owner, Owner's address is:

Ventana Ranch Community Association
10 Tramway Loop, NE
Albuquerque, NM 87122

Notice may be given to the Owner 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 Owner within three days after the notice is mailed if there is not actual evidence of receipt. The Owner may change Owner's address by giving written notice of the change by Certified Mail, return receipt requested, to the City Public Works Department, PO Box 1293, Albuquerque, New Mexico, 87103.

11. Term. This Agreement shall continue until terminated by the City pursuant to Section 9 above.



12. Binding on Owner's Property. The covenants and obligations of the Owner said forth herein shall be binding on Owner, its heirs, personal representatives, assigns and successors and on owner's Property and shall constitute covenants running with the Owner's Property until released by the City.

13. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understanding, oral or written, whether previous to the execution hereof or contemporaneous herewith regarding this subject matter.

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

15. 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.

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

CITY OF ALBUQUERQUE:

By: J. Czar
Jay Czar
Chief Administrative Officer

Dated: 2-6-03

APPROVED:

Frank J. Aguin 2/6/03
Director, Public Works Department

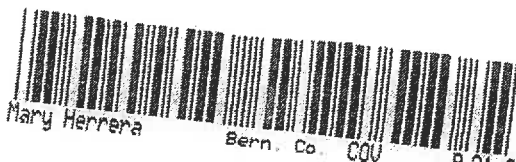
**OWNER: VENTANA RANCH
COMMUNITY ASSOCIATION**

By: Robert M. Murphy
Robert M. Murphy, President
Ventana Ranch Community
Association

Dated: _____

REVIEWED BY:

Frank J. Aguin 2/8/03
City Engineer
1-21-07
KJE. 2/5/03



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Page: 3 of 7
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CITY'S ACKNOWLEDGMENT

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

This instrument was acknowledged before me on February 6, 2003 by Fred J. Aguirre
for Jay Czar, Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal
corporation, on behalf of the corporation.

My commission expires: 11-15-2003

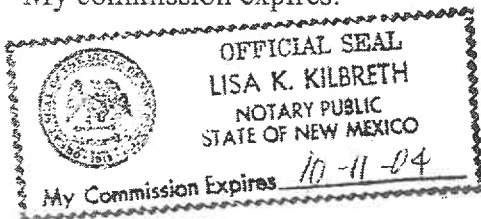
Maria D. Laavola
Notary Public

OWNER'S ACKNOWLEDGEMENT

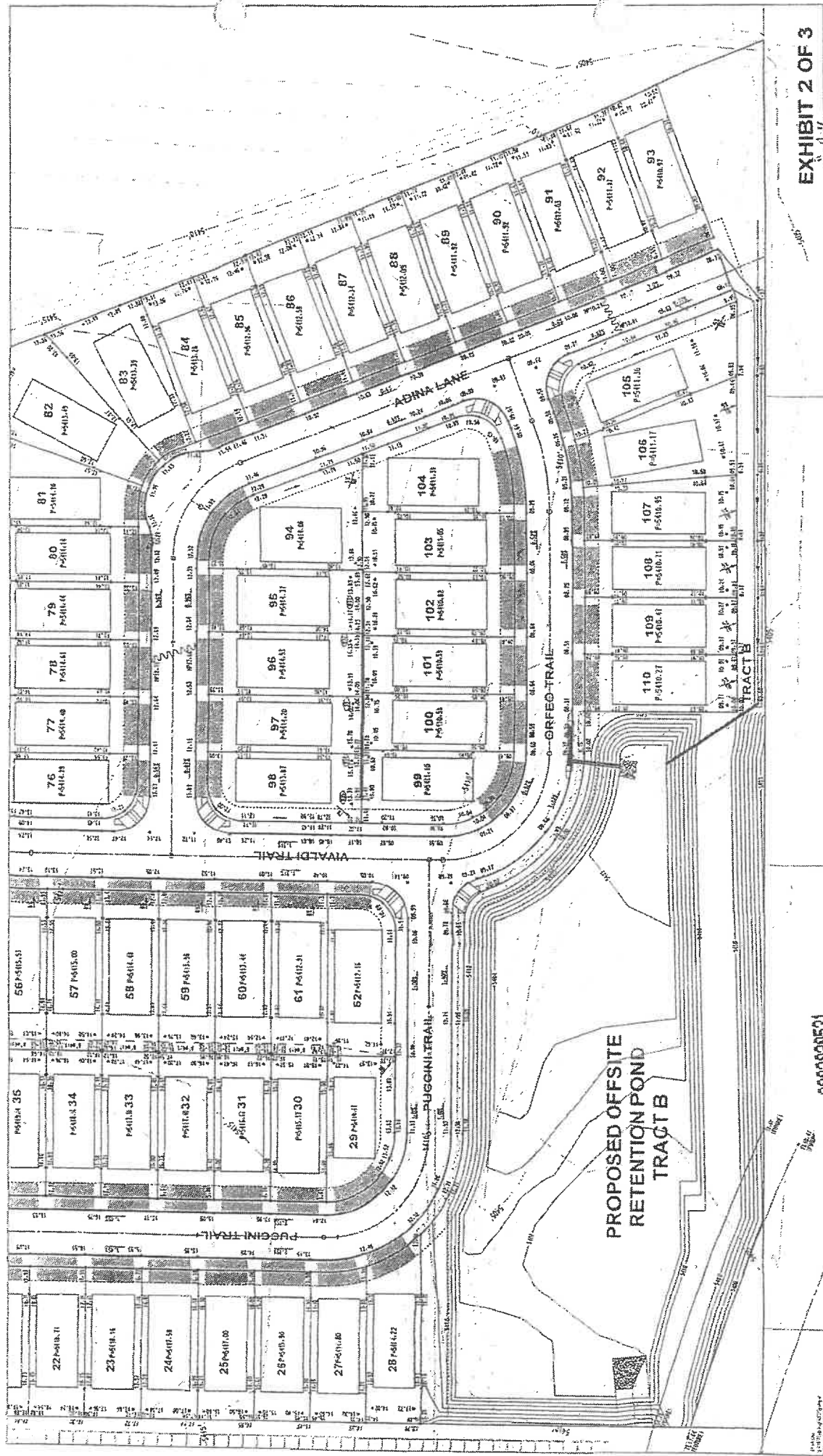
STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on January 20, 2003
by Robert M. Murphy, President, Ventana Ranch Community Association, a New Mexico non-
profit corporation.

My commission expires:



Lisa K. Kilbreth
Notary Public



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PLAT OF

VITTORIA SUBDIVISION
AT VENTANA RANCH

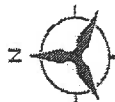
(A REPLAT OF TRACT J, VENTANA RANCH;
ALBUQUERQUE, NEW MEXICO
DECEMBER, 2002

LEGEND

- BOUNDARY LINE
- LOT/TRACT LINE
- EXISTING LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- ADJOINING PROPERTY LINE

1/4" BEAR WITH 1/4" YELLOW PLASTIC
SURVEY CHAIN STAMPED
10' PUBLIC UTILITY EASEMENT TO BE
GRANTED WITH THE FILING OF THIS PLAT
CENTERLINE MONUMENT TO BE INSTALLED

TRACT 1
MARIN SUBDIVISION
FILED: JUNE 5, 1985
(26-102)



SCALE: 1" = 60'

SHEET 2



UNPLATTED LAND

Bohannon & Huston

Courtyard 1 7600 Jefferson St. NE Albuquerque, NM 87105-4235
ENGINEERING & SPATIAL DATA & ADVANCED TECHNOLOGIES

EXHIBIT 3 OF 3

SHEET 3 OF 4

2003020531

Page: 7 of 7

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Bern. Co., COU

May Herrera

PRODUCED SECTION 10
PRODUCED SECTION 13
T10N R10E, M7W

