

EASEMENT AGREEMENT

7-16-2014

Easement Agreement ("Agreement") among Dai Rey Investments TSM II, LLC ("Grantor"), whose address is 6300 Riverside Plaza Lane NW, Suite 200, Albuquerque, NM 87120, the City of Albuquerque ("City"), a New Mexico municipal corporation, whose address is PO Box 1293 Albuquerque, NM 87103, and the Albuquerque Bernalillo County Water Utility Authority ("Water Authority"), a New Mexico political subdivision, whose address is P.O. Box 1293, Albuquerque, New Mexico.

1. City Storm Drain Easement. Grantor grants to the City a permanent easement ("City Easement") in, over, upon and across the real property ("City Easement Property") described on Exhibit "A" attached hereto for the construction, installation, maintenance, repair, modification, replacement and operation of public storm drains, public water and appurtenances, and facilities (collectively "Storm Drains"), together with right to remove trees, shrubs, undergrowth and any other obstacles upon the City Easement Property if the City determines they interfere with the appropriate use of the City Easement.

2. Water Authority Waterline Easement. Grantor grants to the Water Authority a permanent easement ("WA Easement") in, over, upon and across the real property ("WA Easement Property") described on Exhibit "B" attached hereto for the construction, installation, maintenance, repair, modification, replacement and operation of public water and sanitary sewer lines and appurtenances, and facilities (collectively "Waterlines"), together with the right to remove trees, shrubs, undergrowth and any other obstacles upon the WA Easement Property if the Water Authority determines they interfere with the appropriate use of the WA Easement.

3. Exclusive Easements, Exceptions. The City Easement and the WA Easement, together, are exclusive easements, except that Grantor reserves (i) the right to construct improvements upon the City Easement Property and the WA Easement Property (collectively "Joint Easement Property") that do not unreasonably interfere with the rights granted to the City and the Water Authority, or either of them, in this Agreement and (ii) the right to permit third parties ("Third Party Rights"), by grant of easements, licenses or other means, to place and install improvements in, on, or under the Joint Easement Property that are perpendicular to and cross the Joint Easement Property and that do not unreasonably interfere with the rights granted to the City and the Water Authority, or either of them, in this Agreement. Third Party Rights shall be subject to and subordinate to the rights granted to the City and the Water Authority in this Agreement.

4. Grantor and Third Party Improvements. In the event Grantor or third parties construct or place any improvements or encroachments (collectively "Improvements") within or upon the Joint Easement Property, the City and the Water Authority, or either of them, have the right to enter upon the Joint Easement Property at any time to inspect, install, maintain, repair, modify, replace or remove (collectively "Work") the Storm Drains and Waterlines as the City and the Water Authority, or either of them, deem necessary or appropriate. If the Work affects any Improvements, the City and the Water Authority shall not be financially liable or otherwise responsible for replacing, rebuilding or repairing the Improvements. If, in the opinion of the City and the Water Authority, or either of them, the Work could endanger the structural integrity or otherwise damage the Improvements, the Grantor shall, at its own expense, take whatever protective measures the Grantor deems necessary or appropriate to safeguard the Improvements.

5. Good Title. Grantor covenants and warrants that Grantor is the owner in fee simple of the Joint Easement Property, that Grantor has a good lawful right to convey the Joint Easement Property or any interest therein, including the City Easement and the WA Easement, and that Grantor will forever warrant and defend the title to the Joint Easement Property against all claims from all persons or entities.

6. Covenants Run With The Land. The grant and other provisions of this Agreement constitute covenants running with the Joint Easement Property for the joint and several benefit of the City and the Water Authority and their successors and assigns until both the City Easement and the WA Easement are terminated.

7. City and Water Authority Cooperation. The City and the Water Authority shall coordinate their activities in the Joint Easement Property and cooperate with each other in the exercise of the rights granted to them in this Agreement and shall not engage in any act that will or that may damage the other party's improvements or that will or may interfered with the construction, installation, maintenance, repair, modification, replacement and operation of the improvements of the other party or the rights granted to the other party in this Agreement. The City and the Water Authority shall cooperate with each other and coordinate their activities and the exercise of the rights granted to them with the other party so that the exercise of the rights of each party shall not be unreasonable prevented or hindered by the exercise of the rights of the other party.

8. As-built Drawings. The Grantor will construct a Storm Drain and a Waterline in the Joint Easement Property as part of the Grantor's development of its property. Within a reasonable time after the Grantor has completed construction of both the Storm Drain and the Waterline and the City and the Water Authority have accepted ownership of the Storm Drain and the Waterline, the Grantor shall deliver to the City and the Water Authority as-built drawings of both the Storm Drain and the Waterline.

9. Effective Date. The effective date of this Agreement is the date on which the last party to sign this Agreement has signed this Agreement as shown below the signatures of the parties.

Dei Rey Investments TSM II, LLC

By: BSR
Manager

Date: 7-7, 2014

City of Albuquerque

By: [Signature]
~~Shahab Riazar, Acting City Engineer~~
Robert J. Perry, Chief Administrative Officer

Date: 7/16/, 2014

Recommended:

7-10-14
m
m/K

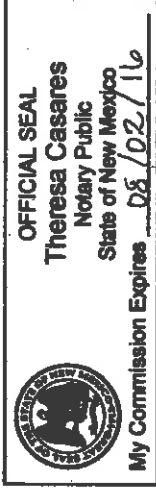
Albuquerque Bernalillo County
Water Utility Authority

By: [Signature]
Mark S. Sanchez, Executive Director

Date: 6/26/14, 2014

Recommended:

(Acknowledgments appear on the following page)



STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss

This instrument was acknowledged before me on July 17th
2014 by BEN SPENCER, Manager of Del Rey Investments TSM 2014
LLC, a New Mexico limited liability company. II

Theresa Casares
Notary Public

My Commission Expires:

August 02, 2016

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss

SHARAB BIAZAR Acting City Engineer
This instrument was acknowledged before me on July 16th
2014 by Robert J. Perry, Chief Administrative Officer of the City of Albuquerque, a
New Mexico municipal corporation.

Linda C. Jenkins
Notary Public



My commission expires:

10-17-16

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss

This instrument was acknowledged before me on June 26, 2014
2014 by Mark S. Sanchez, Executive Director of the Albuquerque Bernalillo
County Water Utility Authority, a New Mexico political subdivision.

Patricia A. Jenkins
Notary Public

My commission expires:

2-11-2017

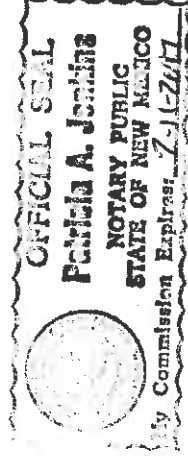


EXHIBIT A

LEGAL DESCRIPTION - CITY STORM DRAIN EASEMENT

An easement within the Elena Gallegos Grant, in Projected Section 24, Township 11 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, comprising a portion of Tract 1, Santa Monica Place, as the same is shown and designated on the plat entitled "BULK LAND PLAT OF TRACTS 1 THRU 4, SANTA MONICA PLACE (BEING A REPLAT OF BLOCKS 18 AND 19, TRACT A, UNIT A, NORTE ALBUQUERQUE ACRES, AND A VACATED PORTION OF DEL REY AVENUE N.E.) SITUATE WITHIN THE ELENA GALLEGOS GRANT IN PROJECTED SECTION 24, TOWNSHIP 11 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico, on January 6, 2012, in Plat Book 2012C, Page 2, as Document No. 2012001338, more particularly described by New Mexico State Plane Grid Bearings (Central Zone - NAD 83) and ground distances as follows:

BEGINNING at the northwesterly corner of the easement herein described, said point also being a point on the easterly line of an existing Public Storm Drain Easement, filed June 19, 2012, Document No. 2012061477, whence (1) Albuquerque Control Survey Monument "I-25-14" bears S 85°43'58" W, 2,756.99 feet distant, and (2) the point of curvature on the northerly boundary at the northwesterly corner of said Lot 1, Santa Monica Place, bears N 00°06'18" W, 38.00 feet and N 89°40'00" W, 253.06 feet distant; Thence,

S 89°40'00" E, 211.58 feet to an angle point; Thence,

S 78°25'00" E, 33.32 feet to an angle point; Thence,

S 89°49'00" E, 505.43 feet to the northeasterly corner of the easement herein described, said point being a point on the easterly boundary of said Tract 1, Santa Monica Place, and also being a point on the westerly boundary of said Tract 3, Santa Monica Place, whence the northeasterly corner of said Tract 1 bears N 00°14'31" E, 44.50 feet distant; Thence, along said easterly boundary of Tract 1, Santa Monica Place,

S 00°14'31" W, 15.00 feet to the southeasterly corner of the easement herein described; Thence,

N 89°40'00" W, 506.83 feet to an angle point; Thence,

M 78°25'00" W, 33.45 feet to an angle point; Thence,

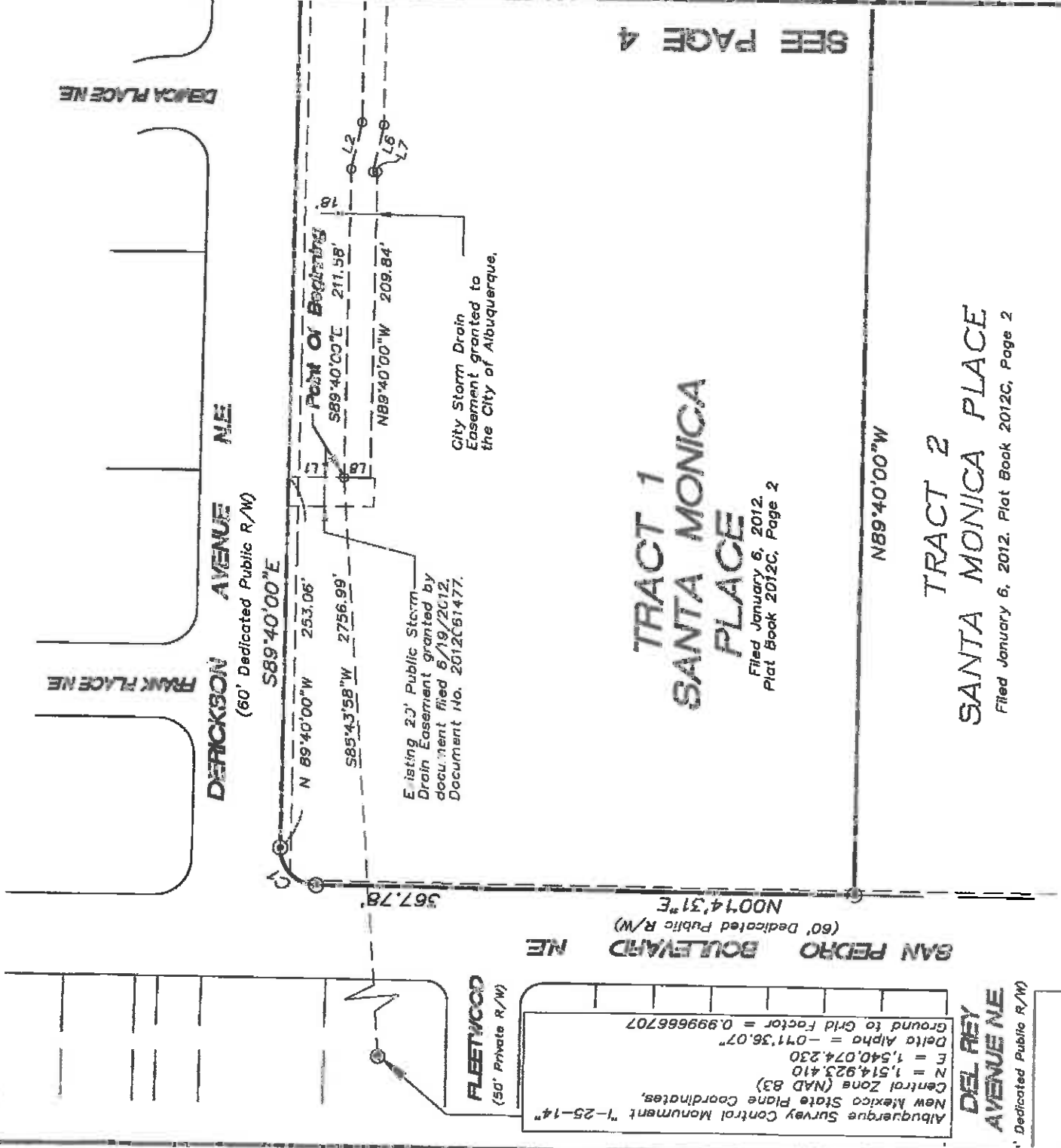
S 00°20'00" W, 3.03 feet to an angle point; Thence,

N89°40'00" W, 209.84 feet to the southwesterly corner of the easement herein described, said point also being a point on said easterly line of Public Storm Drain Easement; Thence,

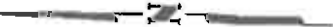
N 00°06'18" W, 18.00 feet to the point of beginning.

Said easement contains 0.2726 acres, more or less,



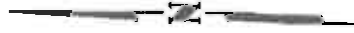
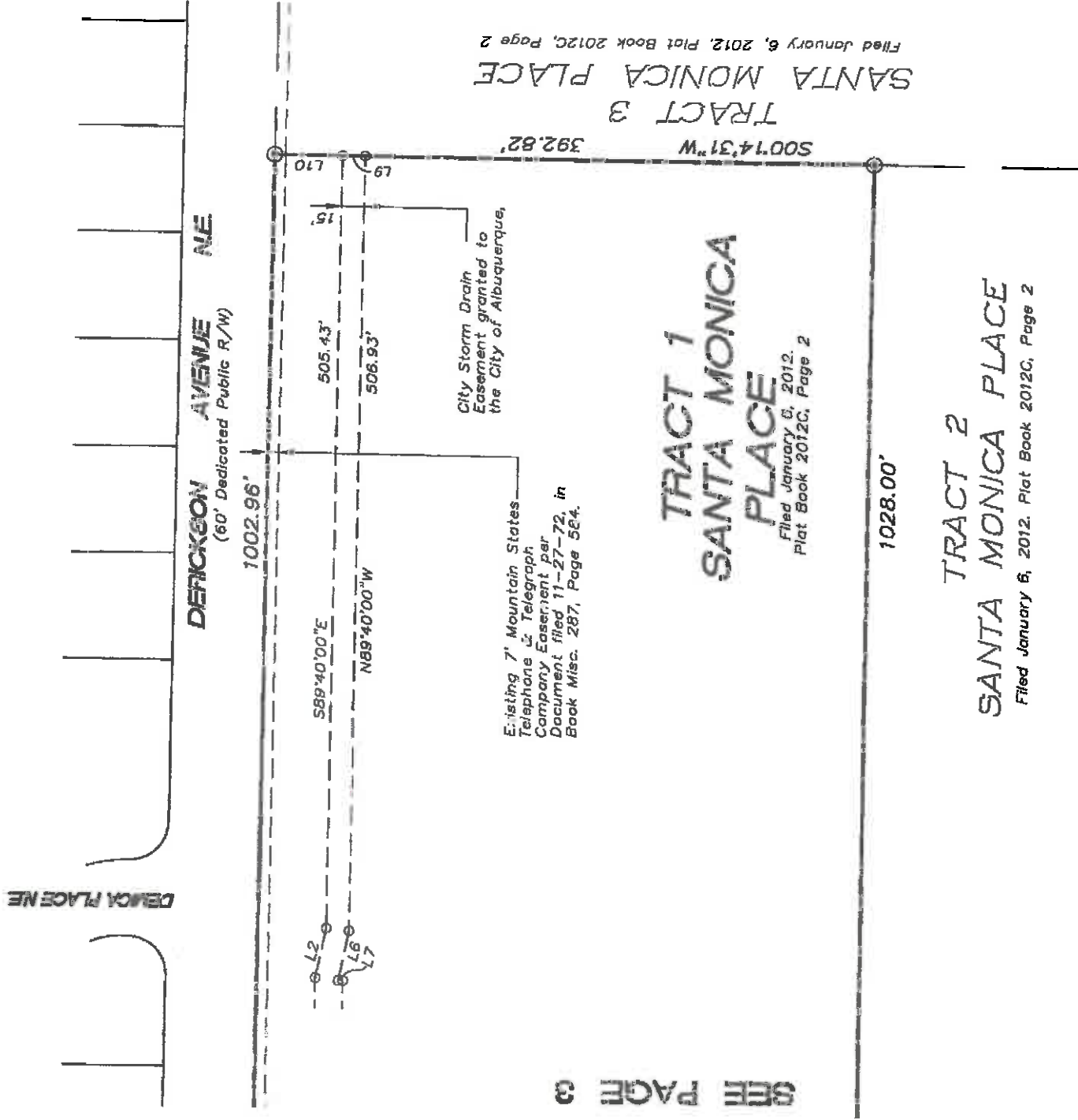


CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING
C1	39.31'	25.00'	25.04'	35.38'	N 45°17'15"E
					DELTA
					90°05'29"



Scale 1" = 100'

LINE TABLE	
LINE	BEARING
L1	N 00°06'18"W
L2	S 78°25'00"E
L3	DELETED
L4	DELETED
L5	DELETED
L6	N 78°25'00"W
L7	S 00°20'00"W
L8	N 00°06'18"W
L9	S 00°14'31"W
L10	N 00°14'31"E



Scale 1" = 100'

LINE TABLE		
LINE	LENGTH	BEARING
L1	38.00	N00°06'18"W
L2	33.32	S78°25'00"E
L3	DELETED	
L4	DELETED	
L5	DELETED	
L6	33.45	N78°25'00"W
L7	3.03	S00°20'00"W
L8	18.00	N00°06'18"W
L9	15.00	S00°14'31"W
L10	44.50	N00°14'31"E

LEGAL DESCRIPTION - WATER AUTHORITY WATERLINE EASEMENT

An easement within the Elena Gallegos Grant, in Projected Section 24, Township 11 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, comprising a portion of Tract 1, Santa Monica Place, as the same is shown and designated on the plat entitled "BULK LAND PLAT OF TRACTS 1 THRU 4, SANTA MONICA PLACE (BEING A REPEAT OF BLOCKS 18 AND 19, TRACT A, UNIT A, NORTH ALBUQUERQUE ACRES, AND A VACATED PORTION OF DEL REY AVENUE N.E.) SITUATE WITHIN THE ELENA GALLEGOS GRANT IN PROJECTED SECTION 24, TOWNSHIP 11 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico, on January 6, 2012, in Plat Book 2012C, Page 2, as Document No. 2012001338, more particularly described by New Mexico State Plane Grid Bearings (Central Zone - NAD 83) and ground distances as follows:

BEGINNING at the northwesterly corner of the easement herein described, said point also being a point on the westerly line of an existing Public Storm Drain Easement, filed June 19, 2012, Document No. 2012061477, whence (1) Albuquerque Control Survey Monument "I-25-14" bears S 85°29'26" W, 2,737.81 feet distant, and (2) the point of curvature on the northerly boundary at the northwesterly corner of said Lot 1, Santa Monica Place, bears N 00°06'18" W, 28.00 feet and N 89°40'00" W, 233.06 feet distant; Thence,

S 89°40'00" E, 232.64 feet to an angle point; Thence,

S 78°25'00" E, 33.32 feet to an angle point; Thence,

S 89°49'00" E, 504.42 feet to the northeasterly corner of the easement herein described, said point being a point on the easterly boundary of said Tract 1, Santa Monica Place, and also being a point on the westerly boundary of said Tract 3, Santa Monica Place, whence the northeasterly corner of said Tract 1 bears N 00°14'31" E, 34.50 feet distant; Thence, along said easterly boundary of Tract 1, Santa Monica Place,

S 00°14'31" W, 10.00 feet to the southeasterly corner of the
easement herein described; Thence,

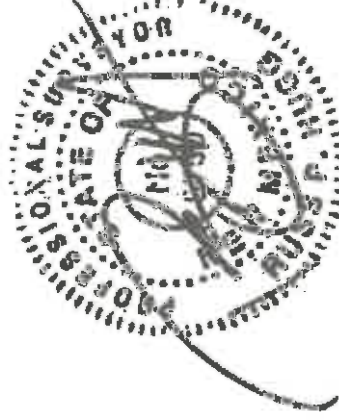
N 89°40'00" W, 505.43 feet to an angle point; Thence,

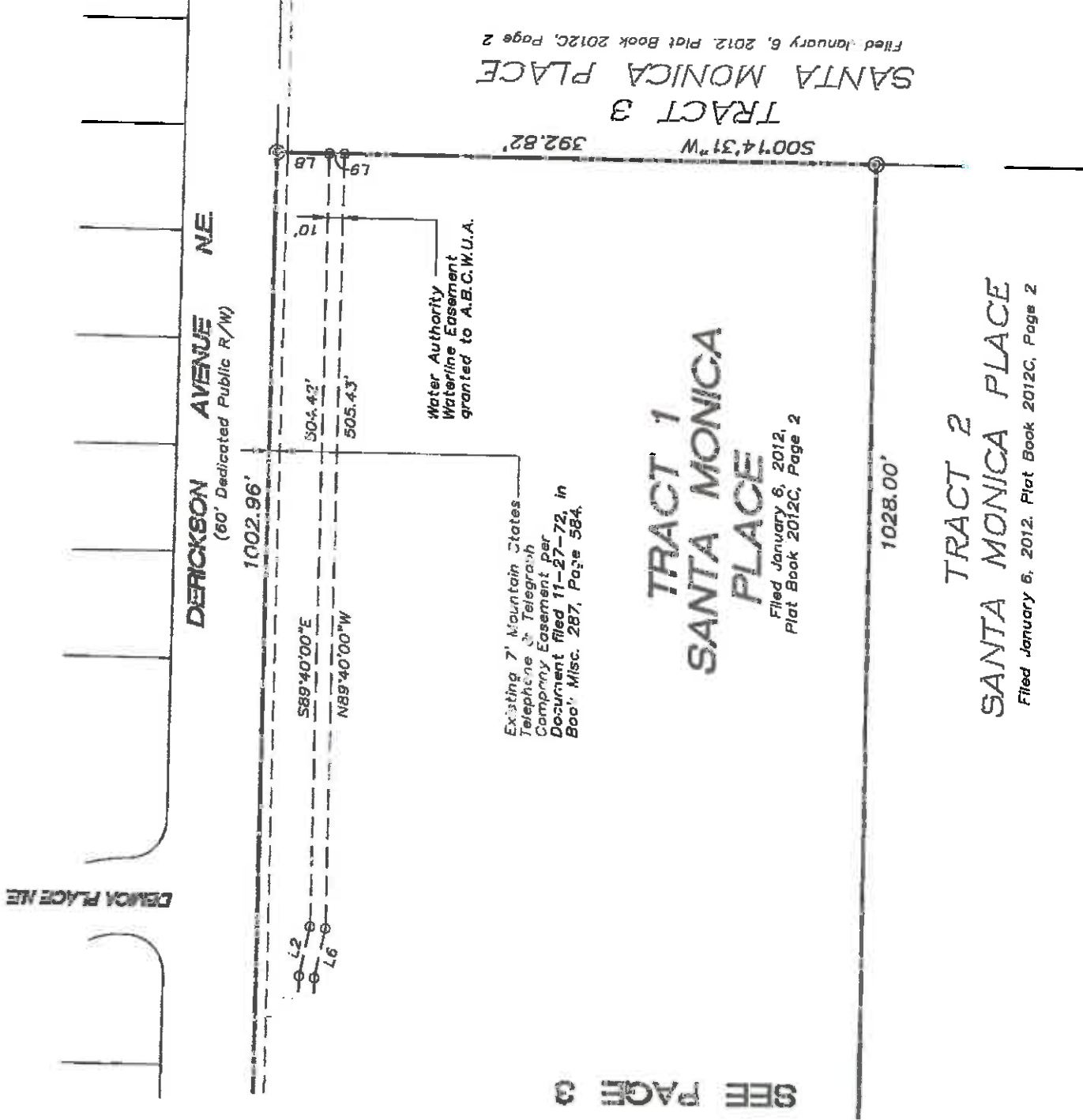
N 79°25'00" W, 33.32 feet to an angle point; Thence,

N 89°40'00" W, 231.52 feet to the southeasterly corner of the
easement herein described, said point also
being a point on said westerly line of
Public Storm Drain Easement; Thence,

N 00°06'18" W, 10.00 feet to the point of beginning.

Said easement contains 0.1763 acres, more or less.

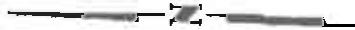




SEE PAGE 3

TRACT 3
SANTA MONICA PLACE
Filed January 6, 2012, Plat Book 2012C, Page 2

TRACT 2
SANTA MONICA PLACE
Filed January 6, 2012, Plat Book 2012C, Page 2



Scale 1" = 100'

LINE TABLE		
LINE	LENGTH	BEARING
L1	23.00	N00°06'18"W
L2	33.32	S78°25'00"E
L3	DELETED	
L4	DELETED	
L5	DELETED	
L6	33.32	N78°25'00"W
L7	10.00	N00°06'18"W
L8	34.50	N00°14'31"E
L9	10.00	S00°14'31"W