

AGREEMENT AND COVENANT

City Project No. 5926.62LOT 1-A, PASEO MARKETPLACE

This Agreement and Covenant ("Agreement"), between the City of Albuquerque, New Mexico ("City") and CAMEL ROCK DEVELOPMENT, 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, State of New Mexico.

1. Recital. The User is the owner of certain real property ("User's Property") located at SAN PEDRO DRIVE AND PASEO DEL NORTE, in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)
LOT 1-A, FLAT OF LOTS 1-A AND 2-A, RECORDED IN THE
BERN. CO. CLERK'S OFFICE ON MAY 1, 2018 and is attached as Exhibit A.
DOC# 2018037781, PAGE 2 OF 4, BOOK 2018C, PAGE 0089.
 The City is the owner of a 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:

PUBLIC STORM DRAIN WITHIN
DRAINAGE EASEMENT

If the City's Property is an easement, then give legal description and filing information:
SEE EXHIBIT A.

The User wishes to construct upon, improve or repair and to maintain the following drainage Improvement ("Improvement") on the City's Property (or already has done so): CONSTRUCT
SD MANHOLE ON EXISTING SD LINE, AND MAKE
CONNECTION TO PUBLIC SD.

A sketch of the proposed or existing Improvement is attached as Exhibit B and made a part of the 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, or 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. The cost of repairing the Improvement will be paid by User.

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 "PASEO MARKETPLACE,
CONCEPTUAL PLAN dated 4/11/18 on file at the City Engineer's office. 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

County Clerk's Recording Label

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, State of New Mexico. 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 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 User from any liability or obligation relating to the installation, operation, maintenance, or removal of the Improvement or any other term of this Agreement.

8. Condemnation. If any part of the User's Property is ever condemned by the City, 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:

JAMES R. ACHEN
11512 BEDINGER AVE. NE
ALB. 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 shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The User agrees 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 User, its agents, representatives, contractors or subcontractors or arising from the failure of the User, its agents, representatives, contractors or subcontractors to perform any act or duty required of the User 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.

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: CAMEL ROCK DEVELOPMENT, LLC

By: SM
Sarita Nair
Chief Administrative Officer
Date: 10/28/18

By: James R. Achen Sr.
Name: James R. Achen, Sr.
Title: Manager
Date: October 2, 2018

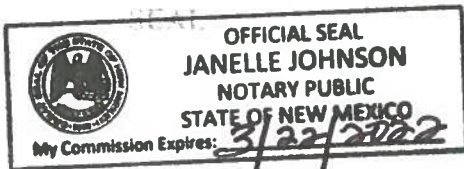
APPROVED:

[Signature] (AV)
Shahab Biazar, P.E., City Engineer

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 28th day of October, 2018 by Sarita Nair, Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.



My Commission Expires: 3/22/2022
Notary Public: [Signature]

USER'S ACKNOWLEDGMENT

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

This instrument was acknowledged before me on this 2nd day of October, 2018 by James R. Achen, Sr. (name of person signing) Manager (title of person signing) on behalf of Camel Rock Development, LLC (User).
New Mexico Limited Liability Company

My Commission Expires: 11-18-2021
Notary Public: Karen Lee Ward



Consulting Surveys
204 Valley View Drive, N.E.
Albuquerque, New Mexico 87116
FAX 505-987-5377
PHONE 505-987-3368

THE ELEVA CALLOSOS GRANT
IN
PROJECTED SECTION 13
TOWNSHIP 11 NORTH, RANGE 8 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MARCH, 2018

[illegible]

ACKNOWLEDGMENT
STATE OF NEW MEXICO
COUNTY OF BERNALILLO SS
This instrument was acknowledged before me on this 12th day
of MARCH, 2012, by JAMES R. ACHEN Sr. as
Managing Member of Carmel Rock Development, LLC.

Noted _____
My attention serves _____
3/30/74

DOC# 201837761
 RECEIVED 11:30 AM Dec: 2 4 Linda Stover, Normalita County
 JAN 8:26 PM 2019

**SECTION 14-14-4-7. PROHIBITION ON PRIVATE RESTRICTIONS
ON THE INSTALLATION OF SOLAR COLLECTORS**

"No property within the area of this plat shall at any time be subject to a deed restriction, easement, or covenant, agreement, or other instrument, which prohibits, restricts, or otherwise burdens the installation of solar collectors within the area of proposed plat. The foregoing requirement shall be a condition is surveyed of this plat."

[illegible]

SHEET 2 OF 4

FLAT OF
LOTS 1-A AND 2-A
PASEO MARKETPLACE
 (BEING A REPLAT OF LOTS 1 THRU 5, PASEO MARKETPLACE)
 SITUATE WITHIN
 THE ELENA GALLEGOS GRANT

PROJECTED SECTION 19
 TOWNSHIP 11 NORTH RANGE 9 EAST
 NEW MEXICO PRINCIPAL MERIDIAN
 CITY OF ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO
 MARCH, 2018

CURVE	LENGTH	RADIUS	TANGENT CHORD	CHORD BEARING	DELTA
C1	82.11'	60.00'	48.84'	S41°26'54"W	78°24'38"
C2	8.64'	153.37'	5.97'	S73°38'37"E	5°24'31"
C3	42.04'	158.00'	21.19'	S18°18'12"E	10°15'55"
C4	30.28'	36.00'	33.80'	S81°20'33"E	88°34'40"



PASEO DEL NORTE NE.
 PASEO
 ACCESS CONTROLLED
 606.14'

LOT 3
 PASEO MARKETPLACE
 Filed November 1, 2017, Plat Book 2017C, Page 120

LOT 4
 PASEO MARKETPLACE
 Filed November 1, 2017, Plat Book 2017C, Page 120

LOT 5
 PASEO MARKETPLACE
 Filed November 1, 2017, Plat Book 2017C, Page 120

LOT 1
 PASEO MARKETPLACE
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LOT 2
 PASEO MARKETPLACE
 Filed November 1, 2017, Plat Book 2017C, Page 120

LOT 3
 PASEO MARKETPLACE
 Filed November 1, 2017, Plat Book 2017C, Page 120

LOT 4
 PASEO MARKETPLACE
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LOT 5
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 Filed November 1, 2017, Plat Book 2017C, Page 120

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 Filed November 1, 2017, Plat Book 2017C, Page 120

LOT 1
 PASEO MARKETPLACE
 Filed November 1, 2017, Plat Book 2017C, Page 120



FLOOD ZONE DETERMINATION
 The subject property (as shown herein) lies within Zone "X" (Areas determined to be outside 0.2% annual chance floodplain) in accordance with the National Flood Insurance Program Risk Map No. 22000100171C, effective date 6-18-2012.

170664.DWG

DAVID P. SMITH, Surveyor
 No. 0150
 State of New Mexico

FLOOD ZONE DETERMINATION

The subject property (as shown herein) lies within Zone "X" (Areas determined to be outside 0.2% annual chance floodplain.) In accordance with the National Flood Insurance Program Rate Map No. 55001C0137 H, Effective Date 8-15-2012.

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C1	85.11'	90.00'	48.04'	75.85'	S45.38.44 W	20.74.50"
C2	69.41'	143.37'	4.87'	8.64'	S75.59.47 E	3.24.45"
C3	47.04'	158.62'	21.15'	41.91'	N61.50.35 W	13.78.48"
C4	50.28'	30.00'	53.80'	44.83'	S41.00.03 E	8.56.40"

THE ELENA CALLEGOS GRANT

PROTECTED SECTION 13

PROJECTED SECTION B
TOWNSHIP 1 NORTH RANGE 3 EAST

MEXICO PRINCIPAL MIER

CITY OF ALBUQUERQUE

BERNALILLO COUNTY, NEW MEXICO

1980

NE

LOT 1-A
4.0752 AC

LOT 2-A
2.6603 Ac.

EXISTING DRAINAGE ELEMENT

[illegible]

PAGE 4 OF 4

SURV-TEK, INC.

Customer Surveys

5304 Volney Drive, N.E. Albuquerque, New Mexico 87114 Fax: 505-267-1871

901/95/2818 1170 67 Page: 6 of 6
WJL 6:34 PM C:\6:28\AC P; 0053 Lingo Stover, Bernalillo County

THE UNIVERSITY OF CHICAGO PRESS

170664_SHT 4. DWG

PASEO DEL NORTE NE

R/W VARIES

Temporary Bench Mark
PK Nail with aluminum Disk
Stamped "SURVEX"
Elevation = 5239.35'

PRIVATE STORM DRAIN
BY LOT 1-A

EX. PUBLIC STORM DRAIN
JUNCTION BOX BY OTHERS
PUBLIC STORM DRAIN
CONNECTION
BY LOT 1-A

EX. FENCEMENT
EASEMENT

Lot 1-A

Lot 2-A

PHASE II
30.67 INV 1,800 S.F.

PROPOSED
ROOF DRAINS
AND RIPRAP

PROPOSED
ROOF DRAINS
AND RIPRAP

PROPOSED
WQ POND 2

Storm Drain Easement
No. 165
dated 12/22/2000
filed by 2000113866.

30" RCP SD
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