

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

October 7, 2021

Scott Medina P.E.
AECOM
6501 Americas Parkway NE
Suite 900
Albuquerque, NM, 87110

RE: ABCWUA Customer Service and Operations Facility
6000 Alexander Blvd NE
Permanent C.O. - Approved
Engineer's Certification Date: 9/26/21
Engineer's Stamp Date: 7/24/2020
Hydrology File: F16D014C

PO Box 1293

Dear Mr. Medina:

Albuquerque

Based on the certification and a site visit on 10/6/21, this certification is approved for Permanent Certificate of Occupancy by Hydrology.

NM 87103

If you have any questions, please contact me at 924-3986 or earmijo@cabq.gov.

www.cabq.gov

Sincerely,

Ernest Armijo, P.E.
Principal Engineer, Planning Dept.
Development Review Services



City of Albuquerque

Planning Department
Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

Project Title: WUA Customer Service & Op Building Permit #: Bldg A BP-2019-09361 Hydrology File #: F16F014C
DRB#: _____ **EPC#:** _____ **Work Order#:** _____

Legal Description: _____

City Address: 6000 Alexander Blvd NE, Albuquerque NM 87113

Applicant: Albuquerque Bernalillo County Water Utility Authority **Contact:** John Stomp

Address: PO Box 568 Albuquerque, NM 87103

Phone#: 505-289-3301 **Fax#:** _____ **E-mail:** jstomp@abcwua.org

Other Contact: AECOM **Contact:** Scott Medina

Address: 6501 Americas Parkway NE, Albuquerque, NM

Phone#: 505-855-7477 **Fax#:** _____ **E-mail:** scott.medina@aecom.com

TYPE OF DEVELOPMENT: _____ PLAT (# of lots) _____ RESIDENCE _____ DRB SITE ☒ ADMIN SITE

IS THIS A RESUBMITTAL? ☒ Yes _____ No

DEPARTMENT _____ TRANSPORTATION ☒ HYDROLOGY/DRAINAGE

Check all that Apply:

TYPE OF SUBMITTAL:

- ☒ ENGINEER/ARCHITECT CERTIFICATION
☐ PAD CERTIFICATION
☐ CONCEPTUAL G & D PLAN
☐ GRADING PLAN
☐ DRAINAGE REPORT
☐ DRAINAGE MASTER PLAN
☐ FLOODPLAIN DEVELOPMENT PERMIT APPLIC
☐ ELEVATION CERTIFICATE
☐ CLOMR/LOMR
☐ TRAFFIC CIRCULATION LAYOUT (TCL)
☐ TRAFFIC IMPACT STUDY (TIS)
☐ STREET LIGHT LAYOUT
☐ OTHER (SPECIFY) _____
☐ PRE-DESIGN MEETING?

TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

- ☐ BUILDING PERMIT APPROVAL
☒ CERTIFICATE OF OCCUPANCY
PERM.
☐ PRELIMINARY PLAT APPROVAL
☐ SITE PLAN FOR SUB'D APPROVAL
☐ SITE PLAN FOR BLDG. PERMIT APPROVAL
☐ FINAL PLAT APPROVAL
☐ SIA/ RELEASE OF FINANCIAL GUARANTEE
☐ FOUNDATION PERMIT APPROVAL
☐ GRADING PERMIT APPROVAL
☐ SO-19 APPROVAL
☐ PAVING PERMIT APPROVAL
☐ GRADING/ PAD CERTIFICATION
☐ WORK ORDER APPROVAL
☐ CLOMR/LOMR
☐ FLOODPLAIN DEVELOPMENT PERMIT
☐ OTHER (SPECIFY) _____

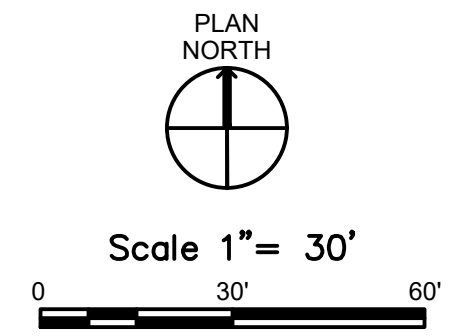
DATE SUBMITTED: 9/28/2021 **By:** Scott Medina

COA STAFF:

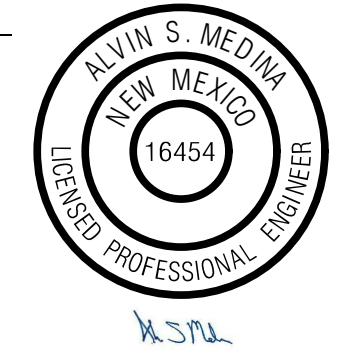
ELECTRONIC SUBMITTAL RECEIVED: _____

FEE PAID: _____

	EXISTING GRADE CONTOUR
	EXISTING STORM DRAIN
	NEW GRADE CONTOUR
	NEW GRADE SPOT ELEVATION
	LIMITS OF GRADING
	NEW STORM DRAIN PIPE
	NEW RIP RAP SLOPE PROTECTION



ALVIN S MEDINA, NMPE 16454
09/28/2021
DATE



AECOM Imagine it.
Delivered.
One Park Square, 6501 Americas Pkwy NE,
Suite 900 Albuquerque, New Mexico 87110
(505)-855-7500



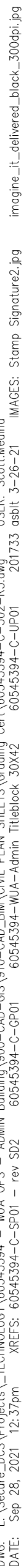
WUA CUSTOMER SERVICE AND OPERATIONS FACILITIES

ALBUQUERQUE, NM

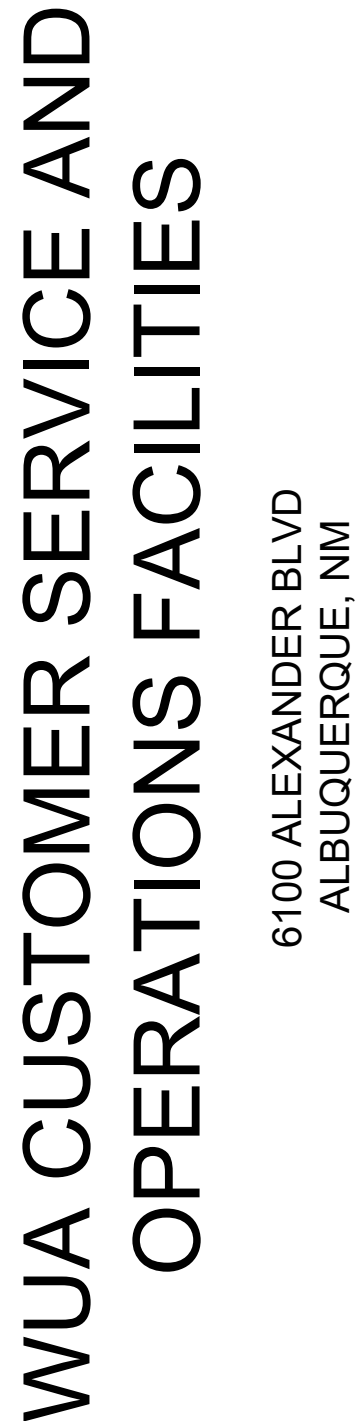
6.	2020-7-24	LANDSCAPE
5.	2020-5-28	LANDSCAPE
4.	2019-10-14	REV. BERM
3.	2019-07-26	BLDG COORD.
2.	2019-06-26	REV GRADES
1.	2019-04-11	ADDENDUM 3
NO	DATE	DESCRIPTION
DATE:		5/15/19
PROJECT #:		18018
DRAWN BY:		DRW
CHD BY:		CR
<p>Copyright: SMPC Architects © 2016</p> <p>These documents were prepared for this specific project only. SMPC Architects' liability is limited to this specific project, and does not extend to reuse of these documents for other projects</p>		
SHEET TITLE		

ENLARGED GRADING PLAN

C-301R6



1. PONDS SHALL BE BACKFILLED WITH SOILS MEETING THE REQUIREMENTS OF STRUCTURAL FILL. DURING PLACEMENT OF STRUCTURAL FILL THE POND SIDEWALLS SHOULD BE BENCHESO AS TO ALLOW FOR THE STRUCTURAL FILL TO KEY INTO NATIVE SOILS. BENCHES SHOULD BE A MINIMUM OF 2-FEET WIDE AND SHOULD BE DENSIFIED PRIOR TO PLACEMENT OF STRUCTURAL FILL.



	EXISTING GRADE CONTOUR
	EXISTING STORM DRAIN
	NEW GRADE CONTOUR
	NEW GRADE SPOT ELEVATION
	LIMITS OF GRADING
	NEW 24" STORM DRAIN PIPE
	NEW RIP RAP SLOPE PROTECTION

1. CONSTRUCT RIP RAP RUNDOWN PER 6/C-500
2. CONSTRUCT 16" PVC WELL WASH LINE. ALL JOINTS SHALL BE FULLY RESTRAINED. CONNECT TO EXIST 16" WELL WASH LINE
3. CONSTRUCT CONCRETE DISCHARGE STRUCTURE AND WIRE ENCLOSED RIP RAP PER "LARGE SCALE RECHARGE DEMONSTRATION - WELL EQUIPPING PROJECT" DRAWING 10-S-02
4. INSTALL 32 LF 18" PVC DRAIN PIPE WITH 18" CMP END SECTION.
5. INSTALL 3' x 2' DROP INLET
6. WIRE ENCLOSED RIPRAP, NMDOT CLASS A, 12" THICK, SLOPE NOT TO EXCEED 1:1, PER NMDOT STD DETAIL 602-01-1/1, TYPE
7. 2:1 TRANSITION SIDEWALK TO BACK OF CURB

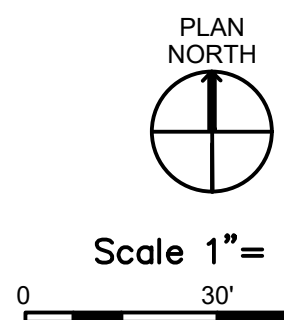
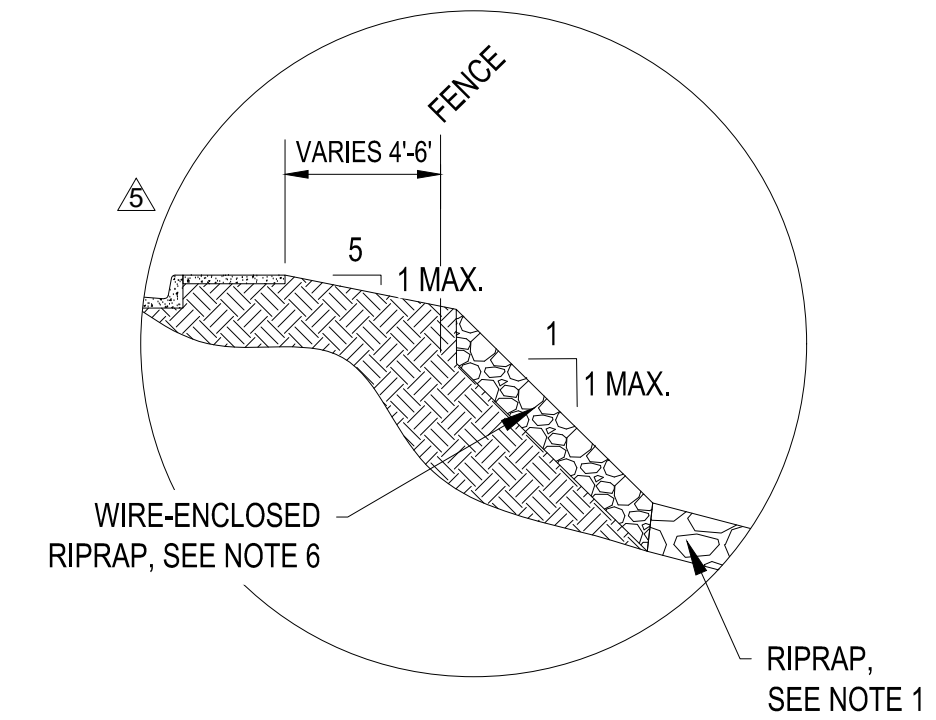
DRAINAGE CERTIFICATION

I, ALVIN S. MINDE, NYPE #16454, OF THE FIRM AECOM, HEREBY CERTIFY THAT THIS PROJECT HAS BEEN GRADED AND WILL DRAIN IN SUBSTANTIAL COMPLIANCE WITH AND IN ACCORDANCE WITH THE DESIGN INTENT OF THE APPROVED PLAN DATED 7/8/2018, THE DESIGN OF WHICH WAS PREPARED BY THE FIRM AECOM. THIS DOCUMENT HAS BEEN OBTAINED BY ANDREW MINDE, NMP# #12469, OF THE FIRM SANDIA LAND SURVEY I FURTHER CERTIFY THAT I HAVE PERSONALLY VISITED THE PROJECT SITE ON 9/12/2020 AND HAVE DETERMINED BY VISUAL INSPECTION THAT THE SURVEY DATA PROVIDED IS REPRESENTATIVE OF ACTUAL SITE CONDITIONS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATION IS SUBMITTED IN SUPPORT OF A REQUEST FOR TEMPORARY CERTIFICATE OF OCCUPANCY.

EXCEPTIONS: ADDITIONAL GRADING IS REQUIRED FOR WEST POND AND DRAINAGE SWALE ALONG NORTH ACCESS ROAD.

IT IS THE POLICY OF AECOM THAT THE OPINION IS NOT NECESSARILY COMPLETE AND INTENDED ONLY TO VERIFY SUBSTANTIAL COMPLIANCE OF THE GRADING AND DRAINAGE ASPECTS OF THIS PROJECT. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY OTHER PURPOSE.

ALVIN S MEDINA, NMPE 16454
09/28/2021
DATE



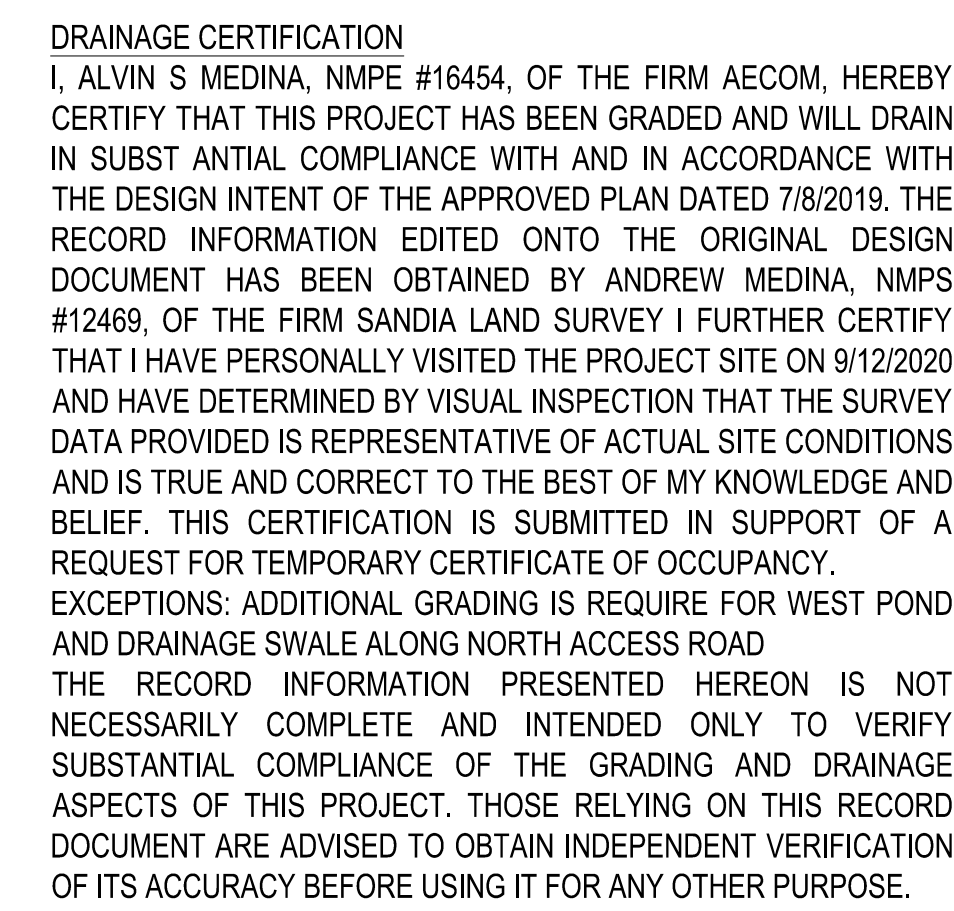
Enlarged Grading Plan



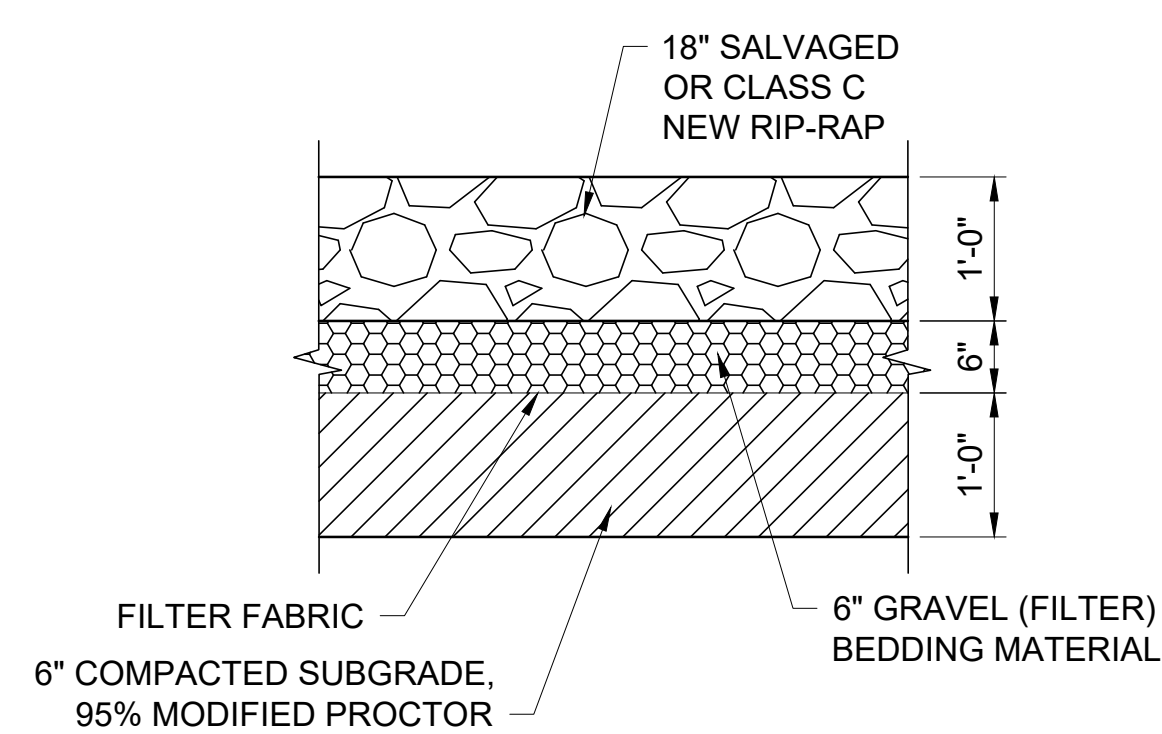
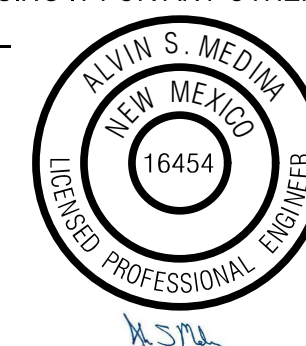
DWG: L:\Secu
DATE: Sep 28

Scale 1"= 30'

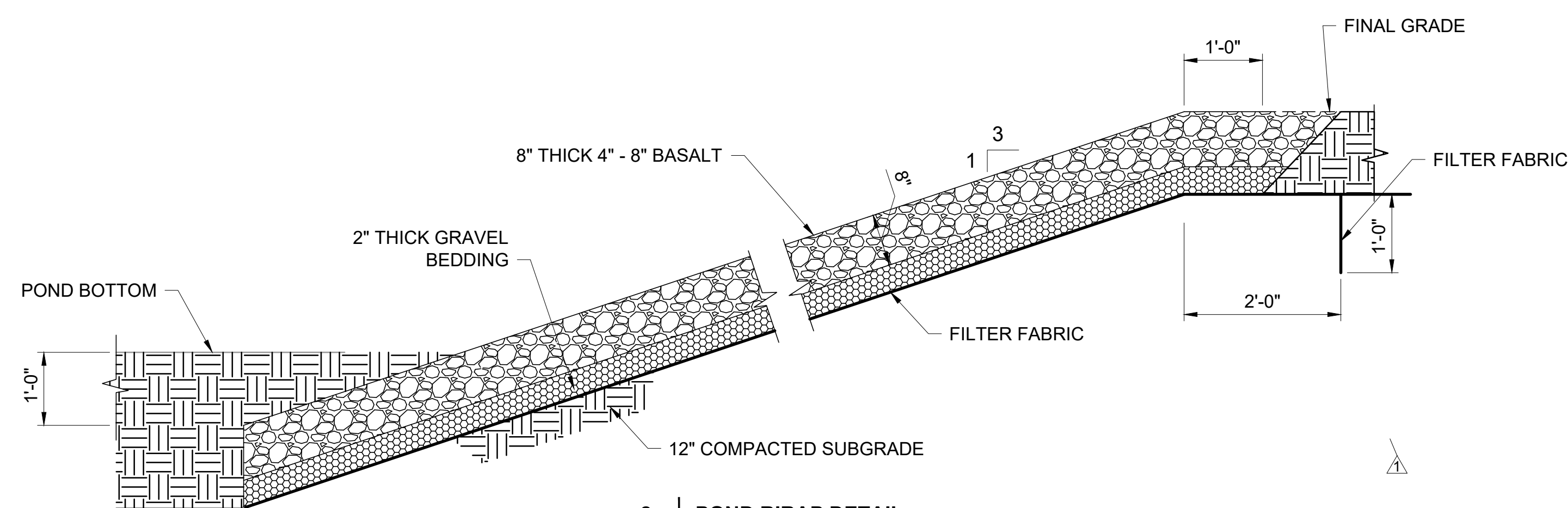
C-303R2
SHEET OF



09/28/2021
DATE



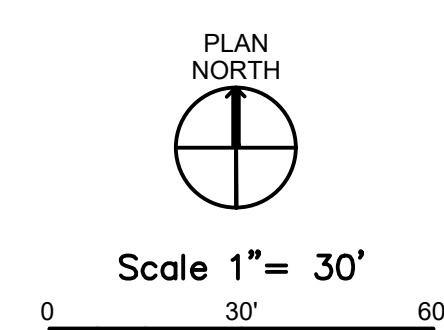
1	RIRAP DETAIL
-	Scale 3/4"=1'-0"



2	POND RIRAP DETAIL
-	Scale 3/4"=1'-0"

1. 124 LF OF CMU WALL RETAINING WALL
2. INSTALL NEW STORM INLET TYPE A PER COA STD DWG 2201.
GRATE ELEV= 43.5
NE INV = 38.0
3. INSTAL 74 LF OF 24" RCP
4. INSTALL NEW STORM INLET TYPE DOUBLE D PER COA STD DWG 2206.
GRATE ELEV = 42.4
NE INV = 38.7
5. INSTALL 24 LF OF 24" RCP
6. INSTALL NEW 6" TYPE 'C' MANHOLE
RIM = 43.00
SW INV = 36.0
SE INV = 35.5
NE INV = 31.0
7. INSTALL 41 LF OF 30" RCP
8. INSTALL CONCRETE HEADWALL PER NMDOT STD DWG 511-03 W/ 5'X5' RIPRAP APRON
INV = 30.1
9. INSTALL NEW STORM INLET DOUBLE D, PER COA STD DWG 2206
GRATE ELEV = 42.4
N INV = 38.7
10. INSTALL 14 LF OF 24" RCP
11. INSTALL NEW STORM INLET TYPE 'A' PER COA STD DWG 2201
GRATE ELEV = 45.9
W INV = 40.0
12. INSTALL 45 LF OF 18" RCP
13. INSTALL NEW 6" TYPE 'C' MANHOLE
RIM = 43.00
S INV = 35.5
E INV = 38.0
NE INV = 31.0
14. INSTALL 41 LF OF 30" RCP
15. INSTALL 4" CONCRETE BETWEEN CURB & GUTTER
16. INSTALL 30'X10' RIPRAP APRON
17. SEGMENTAL RETAINING WALL (SRW) START/END.
18. SRW H = 5044.67
19. SRW H = 5045.33
20. SRW H = 5046.00
21. SRW H - 5047.33
22. SRW H = 5048.00

	EXISTING GRADE CONTOUR
	EXISTING STORM DRAIN
	NEW GRADE CONTOUR
	NEW GRADE SPOT ELEVATION
	LIMITS OF GRADING
	NEW STORM DRAIN PIPE
	NEW RIP RAP SLOPE PROTECTION
	NEW STORM INLET
	NEW SEGMENTAL RETAINING WALL



WUA CUSTOMER SERVICE AND OPERATIONS FACILITIES

ALBUQUERQUE, NM

DATE:	2019-04-16	POND SLOPES
PROJECT #:		DESCRIPTION
DRAWN BY:		12/20/19
FILED BY:		18018
		ASM/CAM
		ASM

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documents for other projects

SHEET TITLE

ENLARGED SITE PLAN

C-305-R1

D:\Secure\DCS\Projects\TECHNOLOGY\60545394 - WUA OPS - ADMIN Building\900-CAD-QS\910-CAD_BIM\CIVIL PLAN SHEETS\Gooding_Cer\60545394-C-305REV.dwg
 USER: Scott Medino
 60545394-C-305
 201733 edit 3-26-21
 IMAGES: Stamp Signature2.jpg
 DATE: Sep 28, 2021 11:36am
 XREFS: 60545394-C-301 - rev S02
 60545394-WUA-Admin Titleblock 30X42



DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between Albuquerque Bernalillo County Water Utility Authority ("Owner"), whose address is 6000 Alexander Blvd NE, Albuquerque, NM 87107 and whose telephone number is (505) 842-9287 and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. 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 current owner of certain real property described as: TR A PLAT OF TRACT A CITY OF ALBUQUERQUE WATERTREATMENT FACILITY CONT 162.5256 AC in Bernalillo County, New Mexico (the "Property"). (Give legal description and filing information).

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities ("Drainage Facility") on the Property, and the parties wish to enter into this Covenant 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. F16D014C

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 the Owner's cost in accordance with the approved Drainage Report and plans.

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 thirty (30) days ("Deadline") of receipt of the Notice, as provided in Section 11, 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.

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 maintenance or repair following Notice to the Owner as required in this Covenant or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City

8. Indemnification. The 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 Covenant, this Covenant to indemnify will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the Owner or its agents or employees; or (2) the giving of or the failure to give directions or instructions by the Owner, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

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

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

6000 Alexander Blvd NE, Albuquerque, NM 87107

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 (3) days after the Notice is mailed if there is no 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 City Hydrologist, P.O. Box 1293, Albuquerque, New Mexico 87103.

12. **Term.** This Covenant shall continue until terminated by the City pursuant to Section 9 above.

13. **Binding on Owner's Property.** The covenants and obligations of the Owner set 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.

14. **Entire Agreement.** This Covenant 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 regarding this subject matter.

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

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

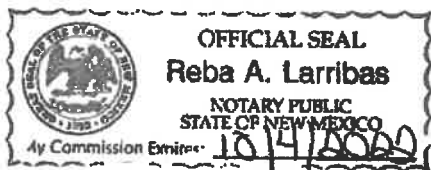
17. **Captions.** The captions to the sections or paragraphs of this Covenant are not part of this Covenant and will not affect the meaning of construction of any of its provisions.

By [signature]: 
Name [print]: Mark S. Sanchez 
Title: Executive Director
Dated: 4/23/2021

By: Shahab Biazar, P.E., City engineer
Dated: _____

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 28th day of June, 2021, by Mark S. Sanchez (name of person signing permit),
Executive Director, Albuquerque Bernalillo County Water Utility Authority (title of person signing permit) of
(Owner).



Rebecca G. Zarzabal
Notary Public
My Commission Expires: 10/4/2002

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

Notary Public
My Commission Expires: _____

4

CITY OF ALBUQUERQUE:

By:

Shahab Biazar, P.E., City Engineer

Dated:

9/10/2021 | 10:04 AM

Signed by:

Shahab Biazar

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DS

C C

DS

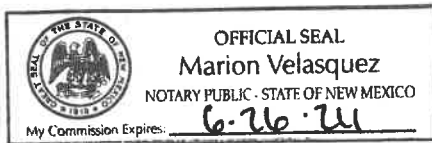
MS

CITY'S NOTARY

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)

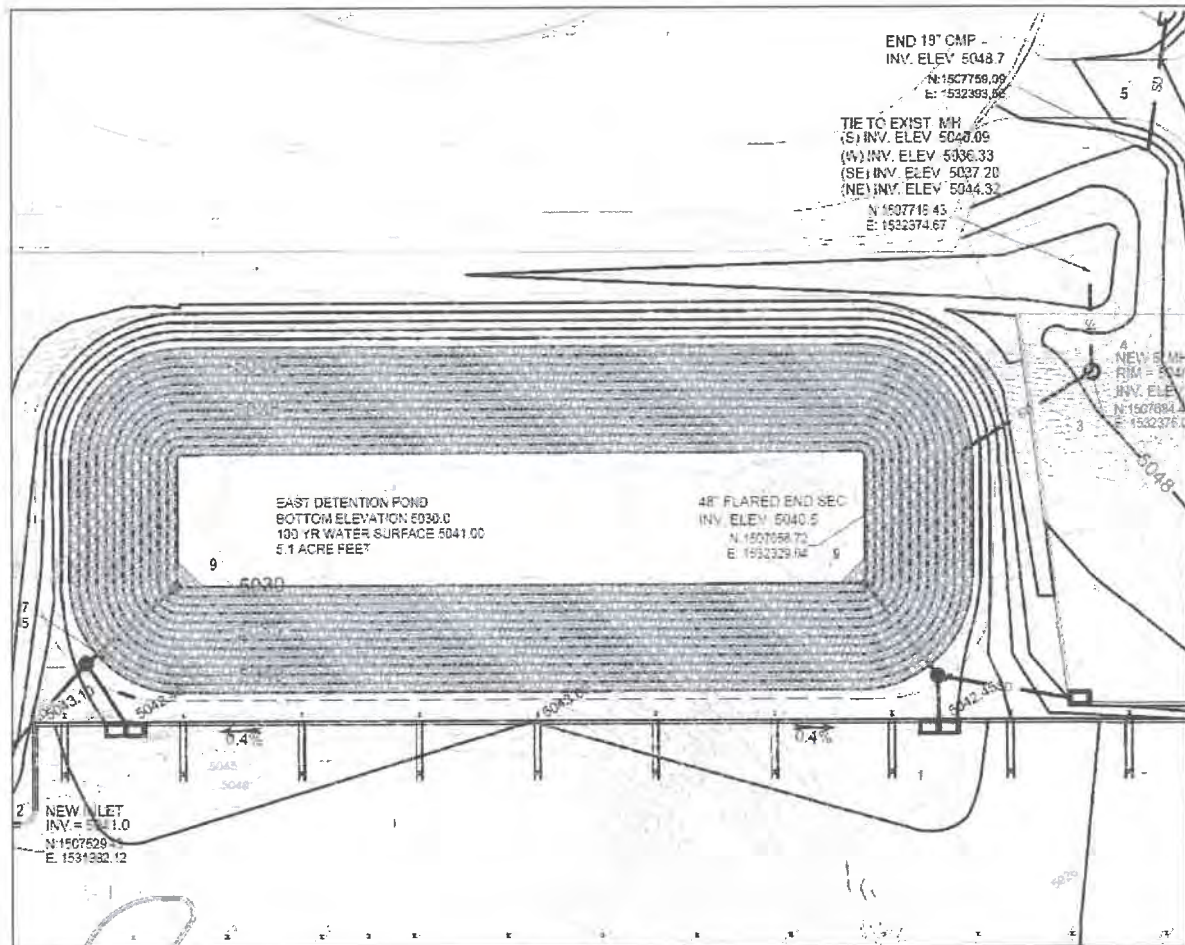
This instrument was acknowledged before me on 10th day of September, 2021, by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



Notary Public

My Commission Expires: June 26 24

EAST STORM WATER DETENTION POND, PER CABQ DRAINAGE FILE: F16D014C



AGREEMENT AND COVENANT
City Project No. F16D014C

This Agreement and Covenant ("Agreement"), between the City of Albuquerque, New Mexico ("City") and Albuquerque Bernalillo County Water Utility Authority ("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 6000 ALEXANDER BLVD NE, in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)
TR A PLAT OF TRACT A CITY OF ALBUQUERQUE WATERTREATMENT FACILITY
CONT 162.5256 AC and is attached as **Exhibit A**.

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:

Drainage Easement - South Pond

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

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):

Storm water Detention Pond

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

F16D014C 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

Doc# 2021107610

09/10/2021 01:30 PM Page: 1 of 12
COV R:\$25.00 Linda Stover, Bernalillo County



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:

6000 Alexander Blvd NE, Albuquerque, NM 87107

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:

By: _____
Sarita Nair
Chief Administrative Officer
Date: _____

By: _____
Name: Mark S. Sanchez
Title: Executive Director
Date: 6/23/2021

APPROVED:

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 ____ day of _____, 2021, by Sarita Nair, Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

My Commission Expires: _____
Notary Public: _____

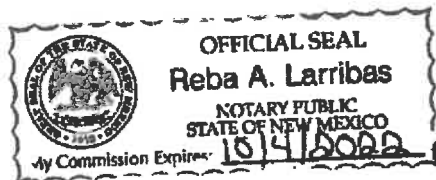
USER'S ACKNOWLEDGMENT

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

This instrument was acknowledged before me on this 23rd day of June, 2021, by Mark S. Sanchez, (name of person signing) Executive Director (title of person signing) on behalf of Albuquerque Bernalillo County Water Utility Authority (User).

My Commission Expires: 10/4/2022
Notary Public

Reba A. Larribas



CITY OF ALBUQUERQUE:

By:

Shahab Biazar, P.E., City Engineer

Dated:

9/10/2021 | 10:04 AM MDT

DocuSigned by:

Shahab Biazar

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DS

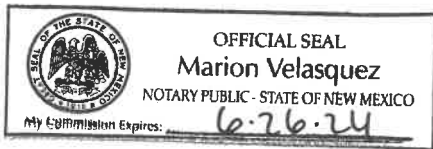
DS

CITY'S NOTARY

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 10th day of September, 2021, by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



Notary Public

My Commission Expires: June 26.24

EXHIBIT 'A'
PUBLIC DRAINAGE EASEMENT SURVEY

EASEMENT DESCRIPTIONS

A certain tract of land located within the Corporate Limits of the City of Albuquerque, New Mexico, comprising a portion of Tract A, City of Albuquerque Water Treatment Facility as the same is shown and designated on the Plat filed in the Office of the County Clerk of Bernalillo County, New Mexico on November 16, 2006, Plat Book 2006C, Page 355, Doc. #2006173289, and being more particularly described as follows:

EASEMENT NO. 1 – WEST POND

Beginning at an angle point on the western line of the easement herein described, thence N 16°43'02" E a distance of 125.32 feet along said west right-of-way line to the northernmost corner of the easement herein described; thence S 74°16'58" E a distance of 118.95 feet; thence S 27°22'44" E a distance of 352.64 feet to the northeastern corner of the easement herein described; thence S 36°47'13" W a distance of 220.32 feet; thence S 00°00'22" E a distance of 334.09 feet; thence S 61°25'26" W a distance of 142.76 feet to the southernmost corner of the easement herein described; thence N 60°36'35" W a distance of 160.61 feet; thence N 76°42'05" W a distance of 38.73 feet to the southwestern corner of the easement herein described, whence a western property corner of said Tract A bears S 60°12'08" W a distance of 137.54 feet; thence N 09°50'56" E a distance of 726.52 feet along said eastern right-of-way line to the point of beginning and containing 5.2869 acres more or less.

EASEMENT NO. 2 – SOUTH POND

Beginning at the northwest corner of the easement herein described whence the southwest property corner of said Tract A bears S 58°23'10" W a distance of 406.11 feet; thence N 80°08'11" E a distance of 198.54 feet to the northeast corner of the easement herein described; thence S 00°00'23" E a distance of 202.59 feet to the southeast corner of the easement herein described; thence S 89°39'13" W a distance of 48.16 feet; thence N 85°00'56" W a distance of 148.66 feet to the southwest corner of the easement herein described; thence N 00°14'00" E a distance of 155.96 feet to the point of beginning and containing 0.8139 acres more or less.



EXHIBIT 'A'
PUBLIC DRAINAGE EASEMENT SURVEY

Notes:

1. An easement survey was performed in April, 2021 verifying platted property information obtained at the Bernalillo County Clerk's Office and title information provided by the owner. Property corners were found as indicated.
2. Site located within projected Sections 27 and 34, Township 11 North, Range 3 East, N.M.P.M. (Elena Gallegos Grant).
3. All distances are ground distances.
4. Bearings shown hereon are New Mexico State Plane Grid Bearings, Central Zone (NAD 83). These bearings are positioned from a HMCg temporary benchmark (TBM #1) established from RTK observations by a Topographic Survey, prepared by this firm, in November of 2018. Record bearings and distances are shown in parenthesis.
5. Purpose of this survey is to describe the new public drainage easements being granted to the City of Albuquerque.

SURVEYORS CERTIFICATION

I, Joseph M. Solomon, Jr., New Mexico Professional Surveyor No. 15075, do hereby certify; that this easement survey and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that this survey meets the Minimum Standards for Surveying in New Mexico, and that it is true and correct to the best of my knowledge and belief.


Joseph M. Solomon, Jr., NMPS 15075



June 16, 2021
Date



EXHIBIT 'A'
PUBLIC DRAINAGE EASEMENT SURVEY

KEYED NOTES

EASEMENTS

- ① 10' PUBLIC UTILITY EASEMENT GRANTED BY PLAT 2006C-355
- ② 10' PNM ELECTRIC SERVICES EASEMENT GRANTED BY DOCUMENT FILED 04-08-1999, BOOK 9905, PAGE 6931
- ③ 50' PNM ELECTRIC EASEMENT GRANTED BY PLAT 2006C-355
- ④ PNM SUBSTATION EASEMENT GRANTED BY PLAT 2006C-355
- ⑤ PNM GAS EASEMENT GRANTED BY PLAT 2006C-355
- ⑥ 20' WIDE WATER UTILITY EASEMENT GRANTED TO THE CITY OF ALBUQUERQUE BY PLAT 2006C-355
- ⑦ 20' EASEMENT FOR WATER UTILITIES GRANTED BY DOCUMENT FILED 04-18-1975, MISC. BOOK 417, PAGE 381
- ⑧ 10' PNM AND US WEST EASEMENT GRANTED BY DOCUMENT FILED 06-20-1995, BOOK BCR 95-14, PAGE 6619, DOC. #1995060558
- ⑨ 106' ROADWAY EASEMENT GRANTED BY AGREEMENT FILED 06-29-1968, MISC. BOOK 107, PAGE 778
- ⑩ 60' ROADWAY EASEMENT GRANTED BY DOCUMENT FILED 05-05-1988, MISC. BOOK 617A, PAGES 836-852
- ⑪ 10' PNM EASEMENT GRANTED BY DOCUMENT FILED 08-07-1970, MISC. BOOK 183, PAGE 542
- ⑫ 10' GAS EASEMENT GRANTED BY DOCUMENT FILED 07-02-1971, MISC. BOOK 219, PAGE 799
- ⑬ 10' PNM AND US WEST EASEMENT GRANTED BY DOCUMENT FILED 04-12-1995, BOOK BCR 95-9, PAGE 1184, DOC. #1995036220
- ⑭ 5' GAS EASEMENT GRANTED BY DOCUMENT FILED 06-22-1970, MISC. BOOK 177, PAGE 999
- ⑮ 7' PNM AND MOUNTAIN BELL EASEMENT GRANTED BY DOCUMENT FILED 04-01-1970, MISC. BOOK 169, PAGE 438
- ⑯ PORTION OF RESERVED EXCAVATION EASEMENT TO AMAFCA GRANTED BY DOCUMENT FILED 04-21-1972, BOOK D916, PAGE 971
- ⑰ PNM ELECTRIC UNDERGROUND AND TRANSFORMER EASEMENT GRANTED BY DOCUMENT FILED 10-04-2005, BOOK A104, PAGE 6267, DOC. #2005146669
- ⑱ CROSS LOT BLANKET DRAINAGE EASEMENT FOR TRACT A, MISSION ELEMENTARY SCHOOL FILED 07-11-1996, BOOK BCR 96-19, PAGE 2173, DOC. #1996077358
- ⑲ DRAINAGE COVENANT WITH RENAISSANCE CENTER AND THE CITY OF ALBUQUERQUE TO ACCEPT CERTAIN DRAINAGE WATERS FILED 03-06-1985, MISC. BOOK 207A, PAGE 380, DOC. #1985017070

MONUMENTS

- Ⓐ FOUND BRASS CAP STAMPED "AGP/AGP PROPERTY CORNER"
- Ⓑ FOUND P.K. NAIL W/WASHER STAMPED "LS 4971"
- Ⓒ FOUND BRASS CAP STAMPED "UCI PROP COR 1965"
- Ⓓ FOUND #4 REBAR W/CAP, ILLEGIBLE, W/WASHER STAMPED "LS 7476"
- Ⓔ CALCULATED POSITION FOR PROPERTY CORNER, POINT NOT SET



EXHIBIT 'A'

PUBLIC DRAINAGE EASEMENT SURVEY

BOUNDARY TABLES

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L1	N 11°52'57" E	525.50'	L10	S 00°00'01" W	199.62'
(L1)	N 11°54'46" E	525.71'	(L10)	S 00°00'23" W	199.62'
L2	S 79°35'55" E	25.20'	L11	S 03°48'50" E	210.46'
(L2)	S 79°01'34" E	25.18'	(L11)	S 03°48'28" E	210.47'
L3	N 08°49'00" E	56.70'	L12	S 00°00'01" W	942.49'
(L3)	N 08°49'04" E	836.57'	(L12)	S 00°00'23" W	942.49'
L4	N 21°10'39" E	988.18'	L13	S 01°41'53" E	168.70'
(L4)	N 21°10'40" E	988.21'	(L13)	S 01°41'31" E	168.70'
L5	S 81°24'15" E	864.21'	L14	S 00°00'01" W	185.83'
(L5)	S 81°22'27" E	864.17'	(L14)	S 00°00'23" W	185.82'
L6	S 00°02'00" W	1180.26'	L15	N 87°54'38" W	2961.16'
(L6)	S 00°02'22" W	1180.28'	(L15)	N 87°54'22" W	2960.76'
L7	S 89°51'09" E	1965.95'	L16	N 21°50'20" E	6.88'
(L7)	S 89°50'47" E	1965.95'	(L16)	N 18°26'50" E	6.87'
L8	S 00°08'50" W	47.56'	L17	N 10°42'03" E	658.90'
(L8)	S 00°09'13" W	47.56'	(L17)	N 10°42'25" E	658.90'
L9	S 89°51'10" E	5.21'	L18	N 79°12'44" W	637.60'
(L9)	S 89°50'47" E	5.21'	(L18)	N 79°12'22" W	637.60'

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
C1	35.00'	54.89'	S 44°55'34" E	49.43'	89°51'10"
(C1)	35.00'	54.89'	S 44°55'12" E	49.43'	89°51'10"
C2	35.00'	56.25'	N 46°02'38" E	50.39'	92°05'15"
(C2)	35.00'	56.25'	S 46°03'00" W	50.39'	92°05'15"

EASEMENT TABLES

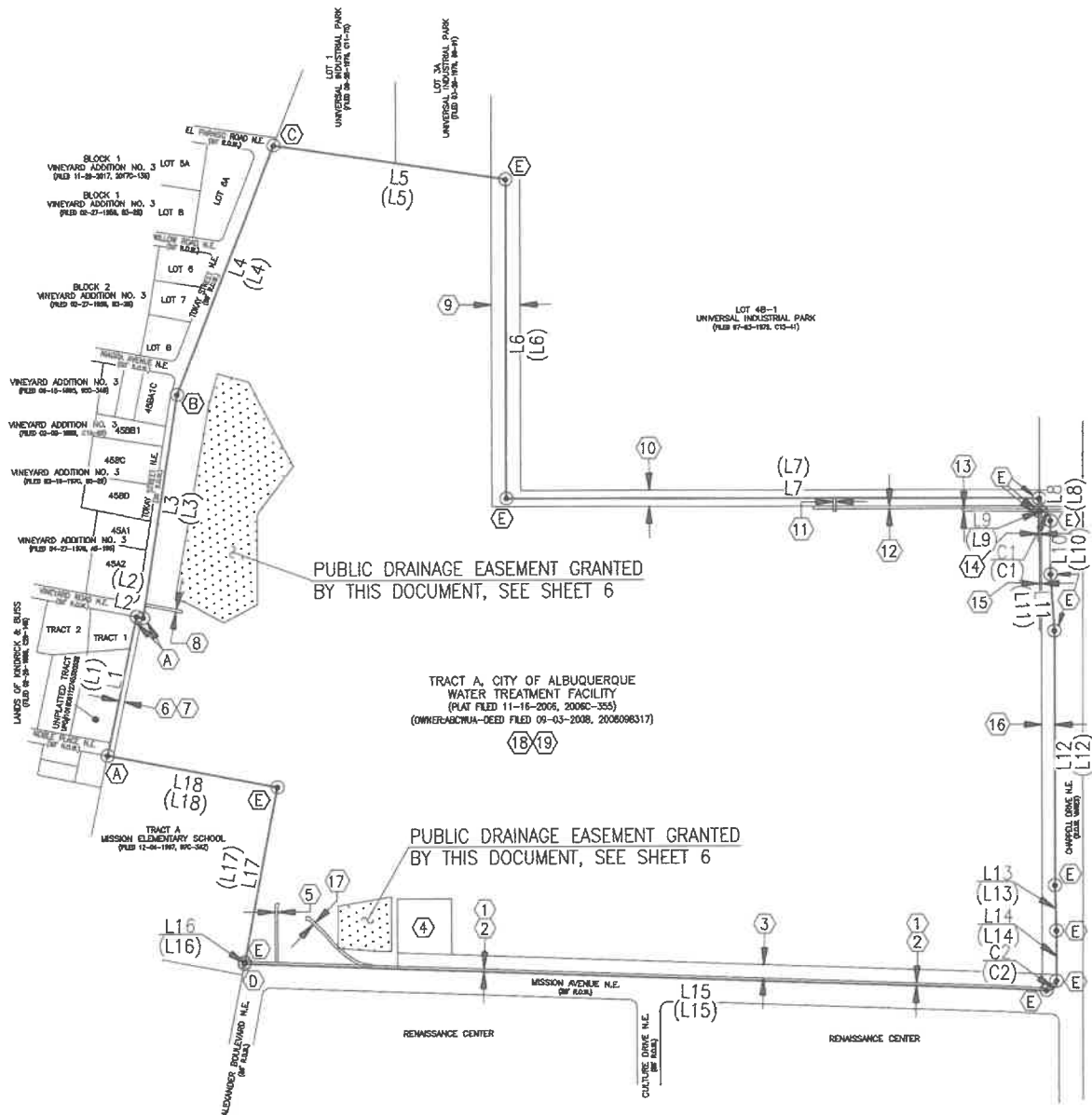
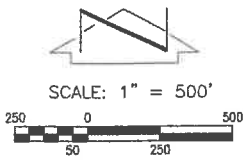
EASEMENT NO. 1 – WEST POND		
LINE	DIRECTION	DISTANCE
E1	N 16°43'02" E	125.32'
E2	S 74°16'58" E	118.95'
E3	S 27°22'44" E	352.64'
E4	S 36°47'13" W	220.32'
E5	S 00°00'22" E	334.09'
E6	S 61°25'26" W	142.76'
E7	N 60°36'35" W	160.61'
E8	N 76°42'05" W	38.73'
E9	N 09°50'56" E	726.52'
T1	S 60°12'08" W	137.54'

EASEMENT NO. 2 – SOUTH POND		
LINE	DIRECTION	DISTANCE
E10	N 80°08'11" E	198.54'
E11	S 00°00'23" E	202.59'
E12	S 89°39'13" W	48.16'
E13	N 85°00'56" W	148.66'
E14	N 00°14'00" E	155.96'
T2	S 58°23'10" W	406.11'



EXHIBIT 'A'

PUBLIC DRAINAGE EASEMENT SURVEY



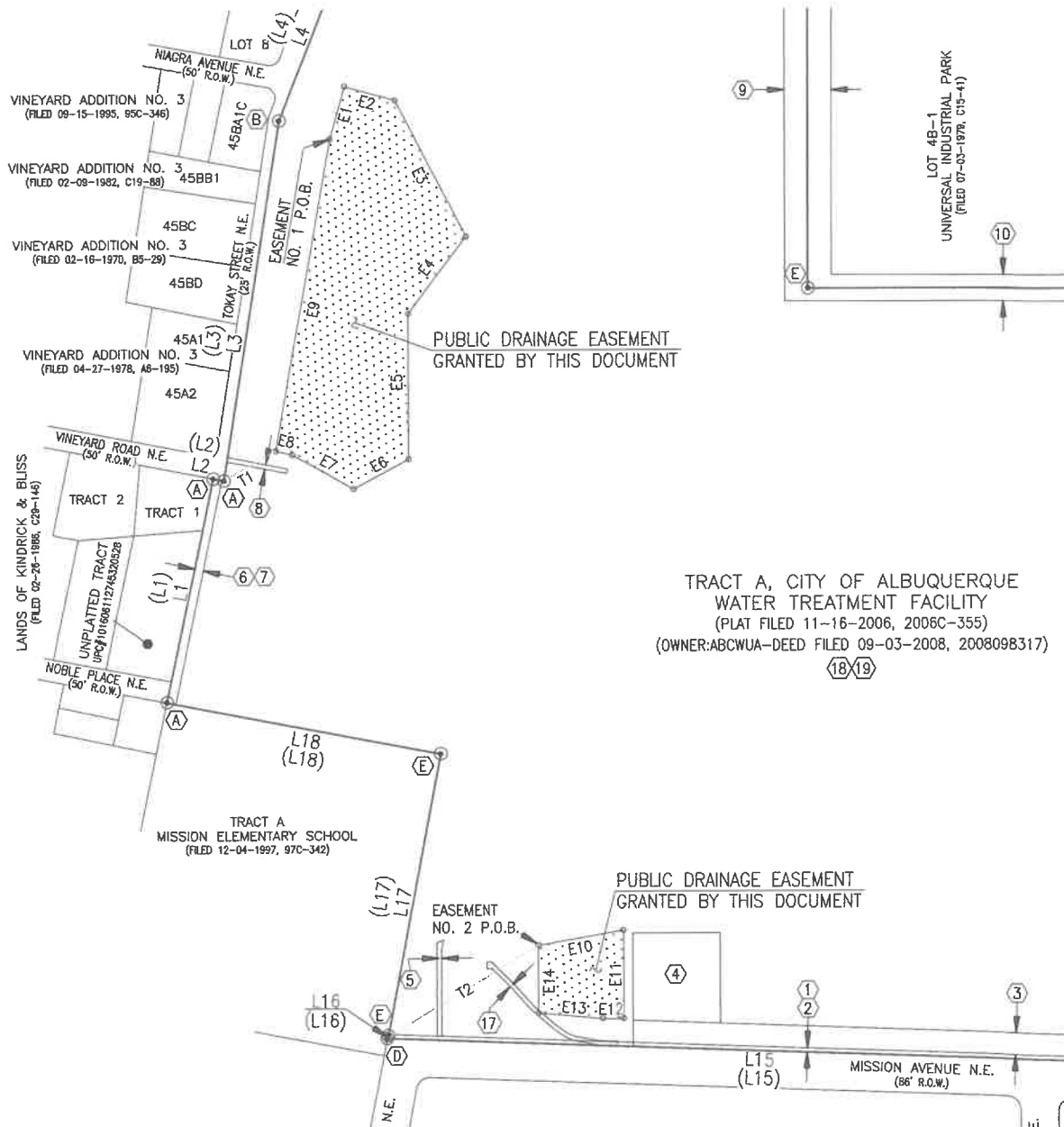
HIGH MESA Consulting Group
Engineers, Surveyors & Subsurface Utility Consultants

6010-B Midway Park Blvd. NE • Albuquerque, New Mexico 87109
Phone: 505.345.4250 • Fax: 505.345.4254 • www.highmesacg.com
JOB NO. 2021.018.1 EASEMENT_R1

SCALE: 1" = 300'



A graphic scale bar with markings at 0, 50, 100, 150, and 200 feet. The bar is divided into segments, with alternating black and white segments for the first 100 feet.

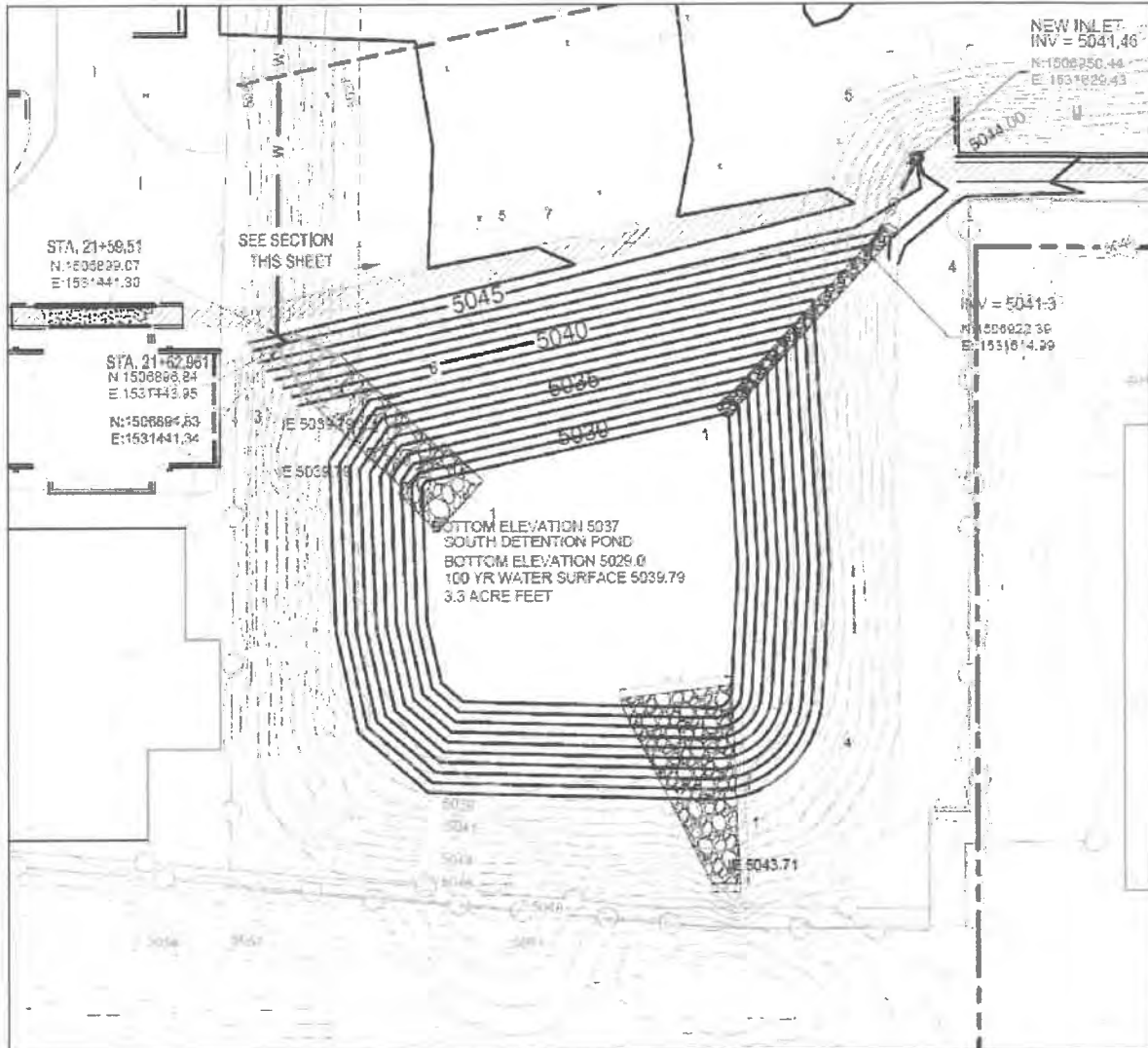


HIGH MESA Consulting Group
Engineers, Surveyors & Subsurface Utility Consultants

SHEET 6 OF 6

EXHIBIT B

SOUTH STORM WATER DETENTION POND, PER CABQ DRAINAGE FILE: F16D014C



AGREEMENT AND COVENANT
City Project No. F16D014C

This Agreement and Covenant ("Agreement"), between the City of Albuquerque, New Mexico ("City") and Albuquerque Bernalillo County Water Utility Authority ("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 6000 ALEXANDER BLVD NE, in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)
TR A PLAT OF TRACT A CITY OF ALBUQUERQUE WATERTREATMENT FACILITY
CONT 162.5256 AC and is attached as **Exhibit A**.

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:

Drainage Easement - West Pond

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

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):
Storm water Detention Pond

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

F16D014C 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

Doc# 2021107611

09/10/2021 01:30 PM Page: 1 of 12
COV R: \$25.00 Linda Stover, Bernalillo County



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:

6000 Alexander Blvd NE, Albuquerque, NM 87107

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:

By: _____
Sarita Nair
Chief Administrative Officer
Date: _____

USER:

By: _____
Name: Mark S Sanchez
Title: Executive Director
Date: 6/23/2021

APPROVED:

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 ____ day of _____, 20____,
by Sarita Nair, Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal
corporation, on behalf of the corporation.

My Commission Expires: _____
Notary Public: _____

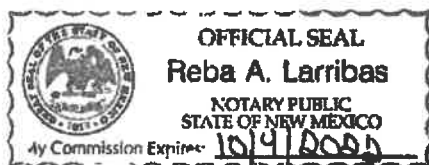
USER'S ACKNOWLEDGMENT

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

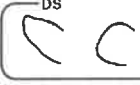
This instrument was acknowledged before me on this 23rd day of June, 2021,
by Mark S. Sanchez, (name of person signing)
Executive Director (title of person signing) on behalf of Albuquerque Bernalillo County Water Utility Authority
(User).


My Commission Expires: 10/4/2022
Notary Public

Reba A. Larrivas



CITY OF ALBUQUERQUE:

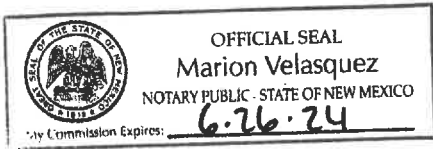
By: Shahab Biazar 
Shahab Biazar, P.E., City Engineer C7E1CB5481E9486...

Dated: 9/10/2021 | 10:04 AM MDT 

CITY'S NOTARY

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 10th day of September, 2021, by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.




Notary Public
My Commission Expires: June 26 24

EXHIBIT 'A'
PUBLIC DRAINAGE EASEMENT SURVEY

EASEMENT DESCRIPTIONS

A certain tract of land located within the Corporate Limits of the City of Albuquerque, New Mexico, comprising a portion of Tract A, City of Albuquerque Water Treatment Facility as the same is shown and designated on the Plat filed in the Office of the County Clerk of Bernalillo County, New Mexico on November 16, 2006, Plat Book 2006C, Page 355, Doc. #2006173289, and being more particularly described as follows:

EASEMENT NO. 1 – WEST POND

Beginning at an angle point on the western line of the easement herein described, thence N 16°43'02" E a distance of 125.32 feet along said west right-of-way line to the northernmost corner of the easement herein described; thence S 74°16'58" E a distance of 118.95 feet; thence S 27°22'44" E a distance of 352.64 feet to the northeastern corner of the easement herein described; thence S 36°47'13" W a distance of 220.32 feet; thence S 00°00'22" E a distance of 334.09 feet; thence S 61°25'26" W a distance of 142.76 feet to the southernmost corner of the easement herein described; thence N 60°36'35" W a distance of 160.61 feet; thence N 76°42'05" W a distance of 38.73 feet to the southwestern corner of the easement herein described, whence a western property corner of said Tract A bears S 60°12'08" W a distance of 137.54 feet; thence N 09°50'56" E a distance of 726.52 feet along said eastern right-of-way line to the point of beginning and containing 5.2869 acres more or less.

EASEMENT NO. 2 – SOUTH POND

Beginning at the northwest corner of the easement herein described whence the southwest property corner of said Tract A bears S 58°23'10" W a distance of 406.11 feet; thence N 80°08'11" E a distance of 198.54 feet to the northeast corner of the easement herein described; thence S 00°00'23" E a distance of 202.59 feet to the southeast corner of the easement herein described; thence S 89°39'13" W a distance of 48.16 feet; thence N 85°00'56" W a distance of 148.66 feet to the southwest corner of the easement herein described; thence N 00°14'00" E a distance of 155.96 feet to the point of beginning and containing 0.8139 acres more or less.



6010-B Midway Park Blvd. NE • Albuquerque, New Mexico 87109
Phone: 505.345.4250 • Fax: 505.345.4254 • www.highmesacg.com
JOB NO. 2021.018.1 EASEMENT_R1

EXHIBIT 'A'
PUBLIC DRAINAGE EASEMENT SURVEY

Notes:

1. An easement survey was performed in April, 2021 verifying platted property information obtained at the Bernalillo County Clerk's Office and title information provided by the owner. Property corners were found as indicated.
2. Site located within projected Sections 27 and 34, Township 11 North, Range 3 East, N.M.P.M. (Elena Gallegos Grant).
3. All distances are ground distances.
4. Bearings shown hereon are New Mexico State Plane Grid Bearings, Central Zone (NAD 83). These bearings are positioned from a HMCg temporary benchmark (TBM #1) established from RTK observations by a Topographic Survey, prepared by this firm, in November of 2018. Record bearings and distances are shown in parenthesis.
5. Purpose of this survey is to describe the new public drainage easements being granted to the City of Albuquerque.

SURVEYORS CERTIFICATION

I, Joseph M. Solomon, Jr., New Mexico Professional Surveyor No. 15075, do hereby certify; that this easement survey and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that this survey meets the Minimum Standards for Surveying in New Mexico, and that it is true and correct to the best of my knowledge and belief.


Joseph M. Solomon, Jr., NMPS 15075



June 16, 2021
Date



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Phone: 505.345.4250 • Fax: 505.345.4254 • www.highmesacg.com
JOB NO. 2021.018.1 EASEMENT_R1

EXHIBIT 'A'
PUBLIC DRAINAGE EASEMENT SURVEY

KEYED NOTES

EASEMENTS

- ① 10' PUBLIC UTILITY EASEMENT GRANTED BY PLAT 2006C-355
- ② 10' PNM ELECTRIC SERVICES EASEMENT GRANTED BY DOCUMENT FILED 04-08-1999, BOOK 9905, PAGE 6931
- ③ 50' PNM ELECTRIC EASEMENT GRANTED BY PLAT 2006C-355
- ④ PNM SUBSTATION EASEMENT GRANTED BY PLAT 2006C-355
- ⑤ PNM GAS EASEMENT GRANTED BY PLAT 2006C-355
- ⑥ 20' WIDE WATER UTILITY EASEMENT GRANTED TO THE CITY OF ALBUQUERQUE BY PLAT 2006C-355
- ⑦ 20' EASEMENT FOR WATER UTILITIES GRANTED BY DOCUMENT FILED 04-18-1975, MISC. BOOK 417, PAGE 381
- ⑧ 10' PNM AND US WEST EASEMENT GRANTED BY DOCUMENT FILED 06-20-1995, BOOK BCR 95-14, PAGE 6619, DOC. #1995060558
- ⑨ 106' ROADWAY EASEMENT GRANTED BY AGREEMENT FILED 06-29-1968, MISC. BOOK 107, PAGE 778
- ⑩ 60' ROADWAY EASEMENT GRANTED BY DOCUMENT FILED 05-05-1988, MISC. BOOK 617A, PAGES 836-852
- ⑪ 10' PNM EASEMENT GRANTED BY DOCUMENT FILED 08-07-1970, MISC. BOOK 183, PAGE 542
- ⑫ 10' GAS EASEMENT GRANTED BY DOCUMENT FILED 07-02-1971, MISC. BOOK 219, PAGE 799
- ⑬ 10' PNM AND US WEST EASEMENT GRANTED BY DOCUMENT FILED 04-12-1995, BOOK BCR 95-9, PAGE 1184, DOC. #1995036220
- ⑭ 5' GAS EASEMENT GRANTED BY DOCUMENT FILED 06-22-1970, MISC. BOOK 177, PAGE 999
- ⑮ 7' PNM AND MOUNTAIN BELL EASEMENT GRANTED BY DOCUMENT FILED 04-01-1970, MISC. BOOK 169, PAGE 438
- ⑯ PORTION OF RESERVED EXCAVATION EASEMENT TO AMAFCA GRANTED BY DOCUMENT FILED 04-21-1972, BOOK D916, PAGE 971
- ⑰ PNM ELECTRIC UNDERGROUND AND TRANSFORMER EASEMENT GRANTED BY DOCUMENT FILED 10-04-2005, BOOK A104, PAGE 6267, DOC. #2005146669
- ⑱ CROSS LOT BLANKET DRAINAGE EASEMENT FOR TRACT A, MISSION ELEMENTARY SCHOOL FILED 07-11-1996, BOOK BCR 96-19, PAGE 2173, DOC. #1996077358
- ⑲ DRAINAGE COVENANT WITH RENAISSANCE CENTER AND THE CITY OF ALBUQUERQUE TO ACCEPT CERTAIN DRAINAGE WATERS FILED 03-06-1985, MISC. BOOK 207A, PAGE 380, DOC. #1985017070

MONUMENTS

- Ⓐ FOUND BRASS CAP STAMPED "AGP/AGP PROPERTY CORNER"
- Ⓑ FOUND P.K. NAIL W/WASHER STAMPED "LS 4971"
- Ⓒ FOUND BRASS CAP STAMPED "UCI PROP COR 1965"
- Ⓓ FOUND #4 REBAR W/CAP, ILLEGIBLE, W/WASHER STAMPED "LS 7476"
- Ⓔ CALCULATED POSITION FOR PROPERTY CORNER, POINT NOT SET



EXHIBIT 'A'

PUBLIC DRAINAGE EASEMENT SURVEY

BOUNDARY TABLES

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L1	N 11°52'57" E	525.50'	L10	S 00°00'01" W	199.62'
(L1)	N 11°54'46" E	525.71'	(L10)	S 00°00'23" W	199.62'
L2	S 79°35'55" E	25.20'	L11	S 03°48'50" E	210.46'
(L2)	S 79°01'34" E	25.18'	(L11)	S 03°48'28" E	210.47'
L3	N 08°49'00" E	56.70'	L12	S 00°00'01" W	942.49'
(L3)	N 08°49'04" E	836.57'	(L12)	S 00°00'23" W	942.49'
L4	N 21°10'39" E	988.18'	L13	S 01°41'53" E	168.70'
(L4)	N 21°10'40" E	988.21'	(L13)	S 01°41'31" E	168.70'
L5	S 81°24'15" E	864.21'	L14	S 00°00'01" W	185.83'
(L5)	S 81°22'27" E	864.17'	(L14)	S 00°00'23" W	185.82'
L6	S 00°02'00" W	1180.26'	L15	N 87°54'38" W	2961.16'
(L6)	S 00°02'22" W	1180.28'	(L15)	N 87°54'22" W	2960.76'
L7	S 89°51'09" E	1965.95'	L16	N 21°50'20" E	6.88'
(L7)	S 89°50'47" E	1965.95'	(L16)	N 18°26'50" E	6.87'
L8	S 00°08'50" W	47.56'	L17	N 10°42'03" E	658.90'
(L8)	S 00°09'13" W	47.56'	(L17)	N 10°42'25" E	658.90'
L9	S 89°51'10" E	5.21'	L18	N 79°12'44" W	637.60'
(L9)	S 89°50'47" E	5.21'	(L18)	N 79°12'22" W	637.60'

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
C1	35.00'	54.89'	S 44°55'34" E	49.43'	89°51'10"
(C1)	35.00'	54.89'	S 44°55'12" E	49.43'	89°51'10"
C2	35.00'	56.25'	N 46°02'38" E	50.39'	92°05'15"
(C2)	35.00'	56.25'	S 46°03'00" W	50.39'	92°05'15"

EASEMENT TABLES

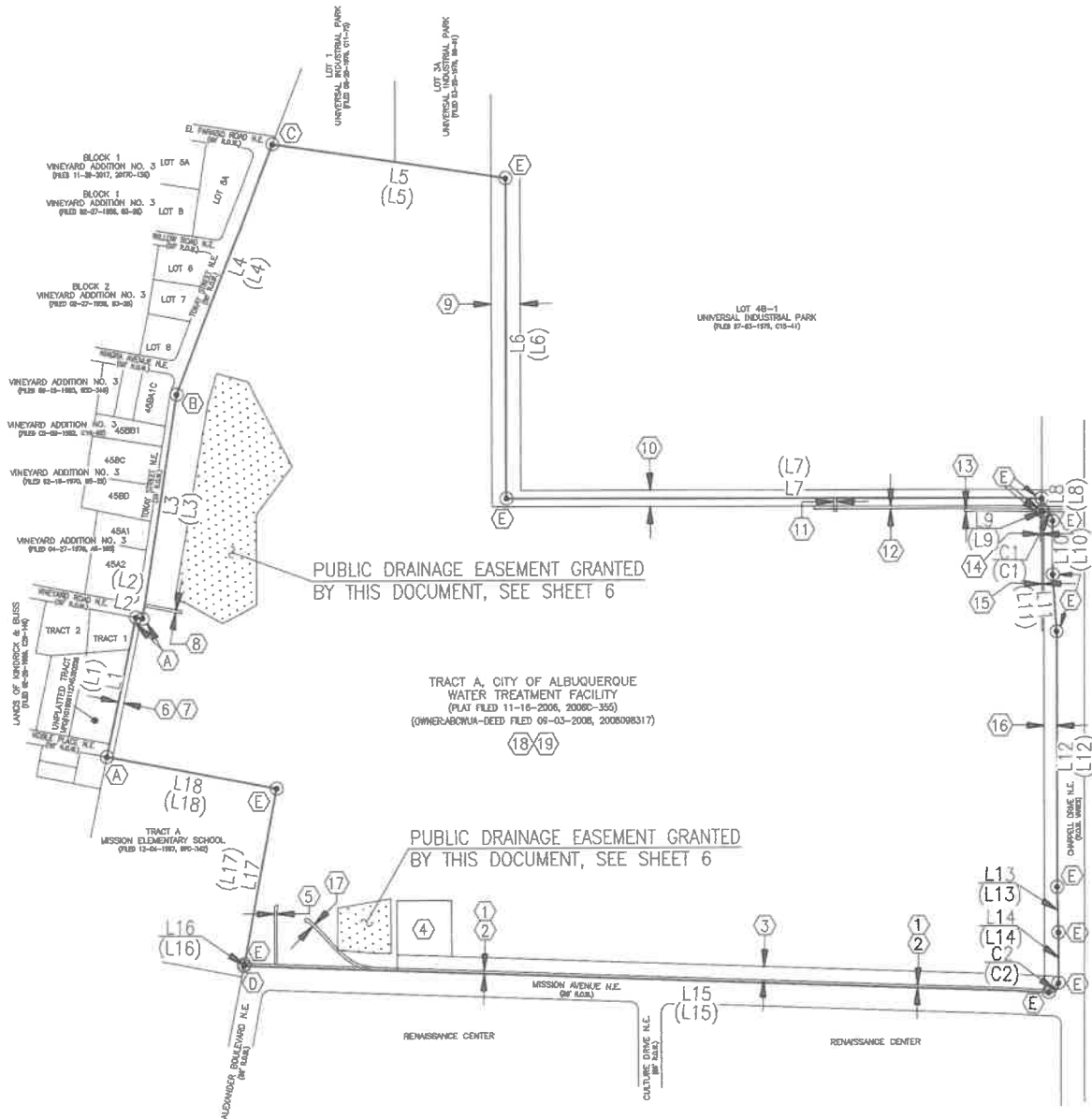
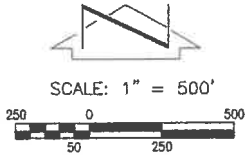
EASEMENT NO. 1 - WEST POND		
LINE	DIRECTION	DISTANCE
E1	N 16°43'02" E	125.32'
E2	S 74°16'58" E	118.95'
E3	S 27°22'44" E	352.64'
E4	S 36°47'13" W	220.32'
E5	S 00°00'22" E	334.09'
E6	S 61°25'26" W	142.76'
E7	N 60°36'35" W	160.61'
E8	N 76°42'05" W	38.73'
E9	N 09°50'56" E	726.52'
T1	S 60°12'08" W	137.54'

EASEMENT NO. 2 - SOUTH POND		
LINE	DIRECTION	DISTANCE
E10	N 80°08'11" E	198.54'
E11	S 00°00'23" E	202.59'
E12	S 89°39'13" W	48.16'
E13	N 85°00'56" W	148.66'
E14	N 00°14'00" E	155.96'
T2	S 58°23'10" W	406.11'



EXHIBIT 'A'

PUBLIC DRAINAGE EASEMENT SURVEY

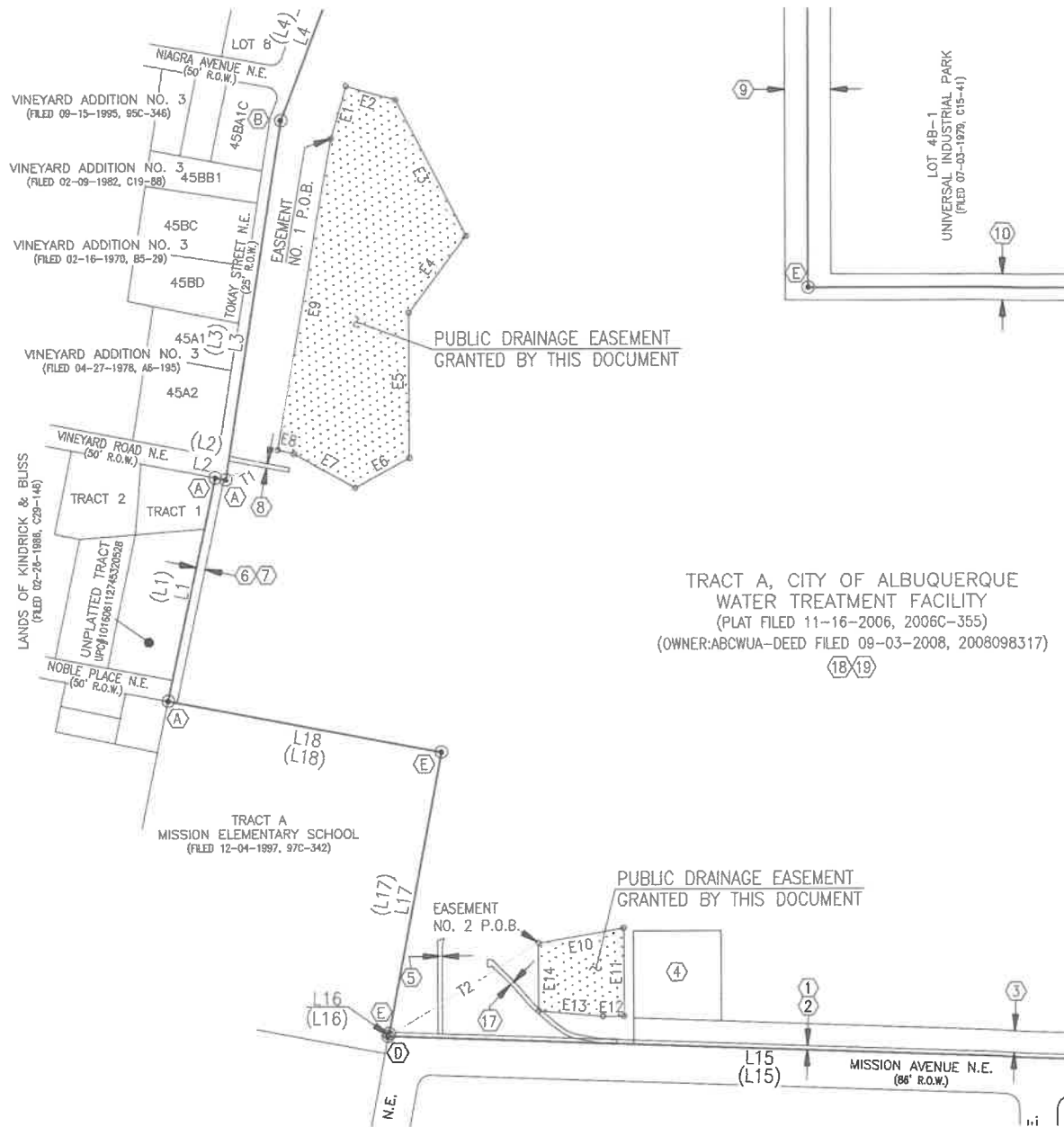
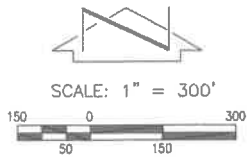


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EXHIBIT 'A'

PUBLIC DRAINAGE EASEMENT SURVEY

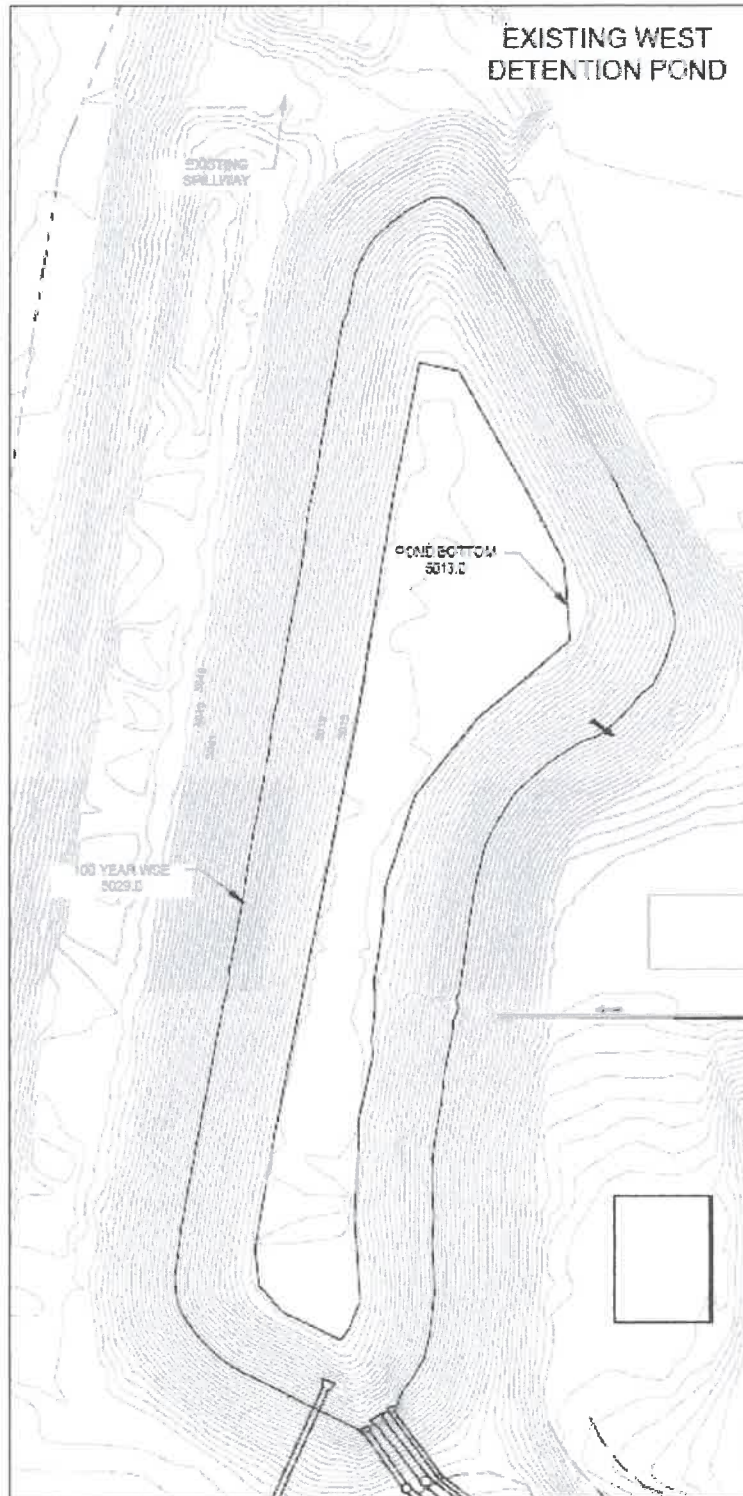


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EXHIBIT B

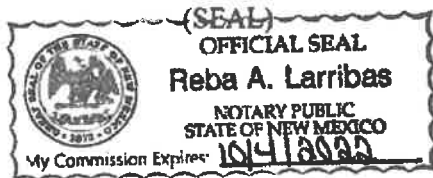
WEST STORM WATER DETENTION POND, PER CABQ DRAINAGE FILE: F16D014C



GRANTOR'S NOTARY

STATE OF New Mexico)
) ss
COUNTY OF Bernalillo)

This instrument was acknowledged before me on 13th day of June, 2021,
by Mark S. Sanchez (name), Executive Director (title)
of Albuq.Bernalillo Cty Water Utility Auth (entity), a political subdivision of the State of New Mexico (i.e. a
New Mexico) corporation, on behalf of the corporation.



Reba A. Larribas
Notary Public

My Commission Expires: 10/4/2022

(EXHIBIT "A" ATTACHED)

CITY OF ALBUQUERQUE:

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

DS
C C

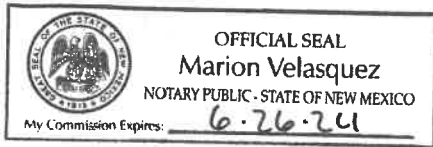
DS
km

Dated: 9/10/2021 | 10:04 AM MDT

CITY'S NOTARY

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 10th day of September, 2021, by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



[Signature]
Notary Public
My Commission Expires: June 26 24

EXHIBIT 'A'
PUBLIC DRAINAGE EASEMENT SURVEY

EASEMENT DESCRIPTIONS

A certain tract of land located within the Corporate Limits of the City of Albuquerque, New Mexico, comprising a portion of Tract A, City of Albuquerque Water Treatment Facility as the same is shown and designated on the Plat filed in the Office of the County Clerk of Bernalillo County, New Mexico on November 16, 2006, Plat Book 2006C, Page 355, Doc. #2006173289, and being more particularly described as follows:

EASEMENT NO. 1 — WEST POND

Beginning at an angle point on the western line of the easement herein described, thence N 16°43'02" E a distance of 125.32 feet along said west right-of-way line to the northernmost corner of the easement herein described; thence S 74°16'58" E a distance of 118.95 feet; thence S 27°22'44" E a distance of 352.64 feet to the northeastern corner of the easement herein described; thence S 36°47'13" W a distance of 220.32 feet; thence S 00°00'22" E a distance of 334.09 feet; thence S 61°25'26" W a distance of 142.76 feet to the southernmost corner of the easement herein described; thence N 60°36'35" W a distance of 160.61 feet; thence N 76°42'05" W a distance of 38.73 feet to the southwestern corner of the easement herein described, whence a western property corner of said Tract A bears S 60°12'08" W a distance of 137.54 feet; thence N 09°50'56" E a distance of 726.52 feet along said eastern right-of-way line to the point of beginning and containing 5.2869 acres more or less.

EASEMENT NO. 2 — SOUTH POND

Beginning at the northwest corner of the easement herein described whence the southwest property corner of said Tract A bears S 58°23'10" W a distance of 406.11 feet; thence N 80°08'11" E a distance of 198.54 feet to the northeast corner of the easement herein described; thence S 00°00'23" E a distance of 202.59 feet to the southeast corner of the easement herein described; thence S 89°39'13" W a distance of 48.16 feet; thence N 85°00'56" W a distance of 148.66 feet to the southwest corner of the easement herein described; thence N 00°14'00" E a distance of 155.96 feet to the point of beginning and containing 0.8139 acres more or less.



EXHIBIT 'A'
PUBLIC DRAINAGE EASEMENT SURVEY

Notes:

1. An easement survey was performed in April, 2021 verifying platted property information obtained at the Bernalillo County Clerk's Office and title information provided by the owner. Property corners were found as indicated.
2. Site located within projected Sections 27 and 34, Township 11 North, Range 3 East, N.M.P.M. (Elena Gallegos Grant).
3. All distances are ground distances.
4. Bearings shown hereon are New Mexico State Plane Grid Bearings, Central Zone (NAD 83). These bearings are positioned from a HMCG temporary benchmark (TBM #1) established from RTK observations by a Topographic Survey, prepared by this firm, in November of 2018. Record bearings and distances are shown in parenthesis.
5. Purpose of this survey is to describe the new public drainage easements being granted to the City of Albuquerque.

SURVEYORS CERTIFICATION

I, Joseph M. Solomon, Jr., New Mexico Professional Surveyor No. 15075, do hereby certify; that this easement survey and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that this survey meets the Minimum Standards for Surveying in New Mexico, and that it is true and correct to the best of my knowledge and belief.


Joseph M. Solomon, Jr., NMPS 15075



June 16, 2021
Date



EXHIBIT 'A'
PUBLIC DRAINAGE EASEMENT SURVEY

KEYED NOTES

EASEMENTS

- ① 10' PUBLIC UTILITY EASEMENT GRANTED BY PLAT 2006C-355
- ② 10' PNM ELECTRIC SERVICES EASEMENT GRANTED BY DOCUMENT FILED 04-08-1999, BOOK 9905, PAGE 6931
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- ⑨ 106' ROADWAY EASEMENT GRANTED BY AGREEMENT FILED 06-29-1968, MISC. BOOK 107, PAGE 778
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- ⑪ 10' PNM EASEMENT GRANTED BY DOCUMENT FILED 08-07-1970, MISC. BOOK 183, PAGE 542
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- ⑲ DRAINAGE COVENANT WITH RENAISSANCE CENTER AND THE CITY OF ALBUQUERQUE TO ACCEPT CERTAIN DRAINAGE WATERS FILED 03-06-1985, MISC. BOOK 207A, PAGE 380, DOC. #1985017070

MONUMENTS

- (A) FOUND BRASS CAP STAMPED "AGP/AGP PROPERTY CORNER"
- (B) FOUND P.K. NAIL W/WASHER STAMPED "LS 4971"
- (C) FOUND BRASS CAP STAMPED "UCI PROP COR 1965"
- (D) FOUND #4 REBAR W/CAP, ILLEGIBLE, W/WASHER STAMPED "LS 7476"
- (E) CALCULATED POSITION FOR PROPERTY CORNER, POINT NOT SET



EXHIBIT 'A'

PUBLIC DRAINAGE EASEMENT SURVEY

BOUNDARY TABLES

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
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(L1)	N 11°54'46" E	525.71'	(L10)	S 00°00'23" W	199.62'
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(L2)	S 79°01'34" E	25.18'	(L11)	S 03°48'28" E	210.47'
L3	N 08°49'00" E	56.70'	L12	S 00°00'01" W	942.49'
(L3)	N 08°49'04" E	836.57'	(L12)	S 00°00'23" W	942.49'
L4	N 21°10'39" E	988.18'	L13	S 01°41'53" E	168.70'
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CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
C1	35.00'	54.89'	S 44°55'34" E	49.43'	89°51'10"
(C1)	35.00'	54.89'	S 44°55'12" E	49.43'	89°51'10"
C2	35.00'	56.25'	N 46°02'38" E	50.39'	92°05'15"
(C2)	35.00'	56.25'	S 46°03'00" W	50.39'	92°05'15"

EASEMENT TABLES

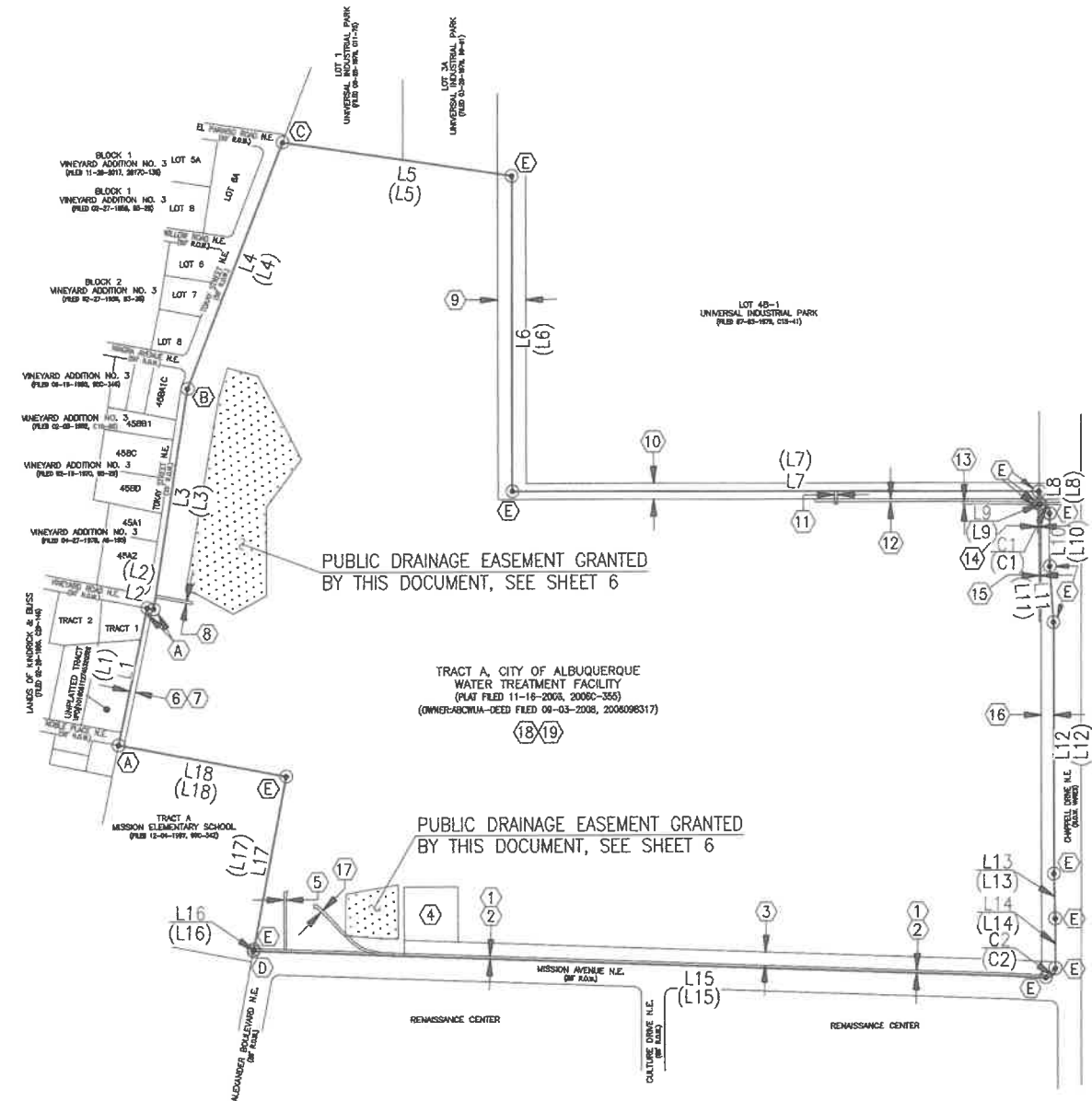
EASEMENT NO. 1 -- WEST POND		
LINE	DIRECTION	DISTANCE
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E9	N 09°50'56" E	726.52'
T1	S 60°12'08" W	137.54'

EASEMENT NO. 2 -- SOUTH POND		
LINE	DIRECTION	DISTANCE
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SCALE: 1" = 500'

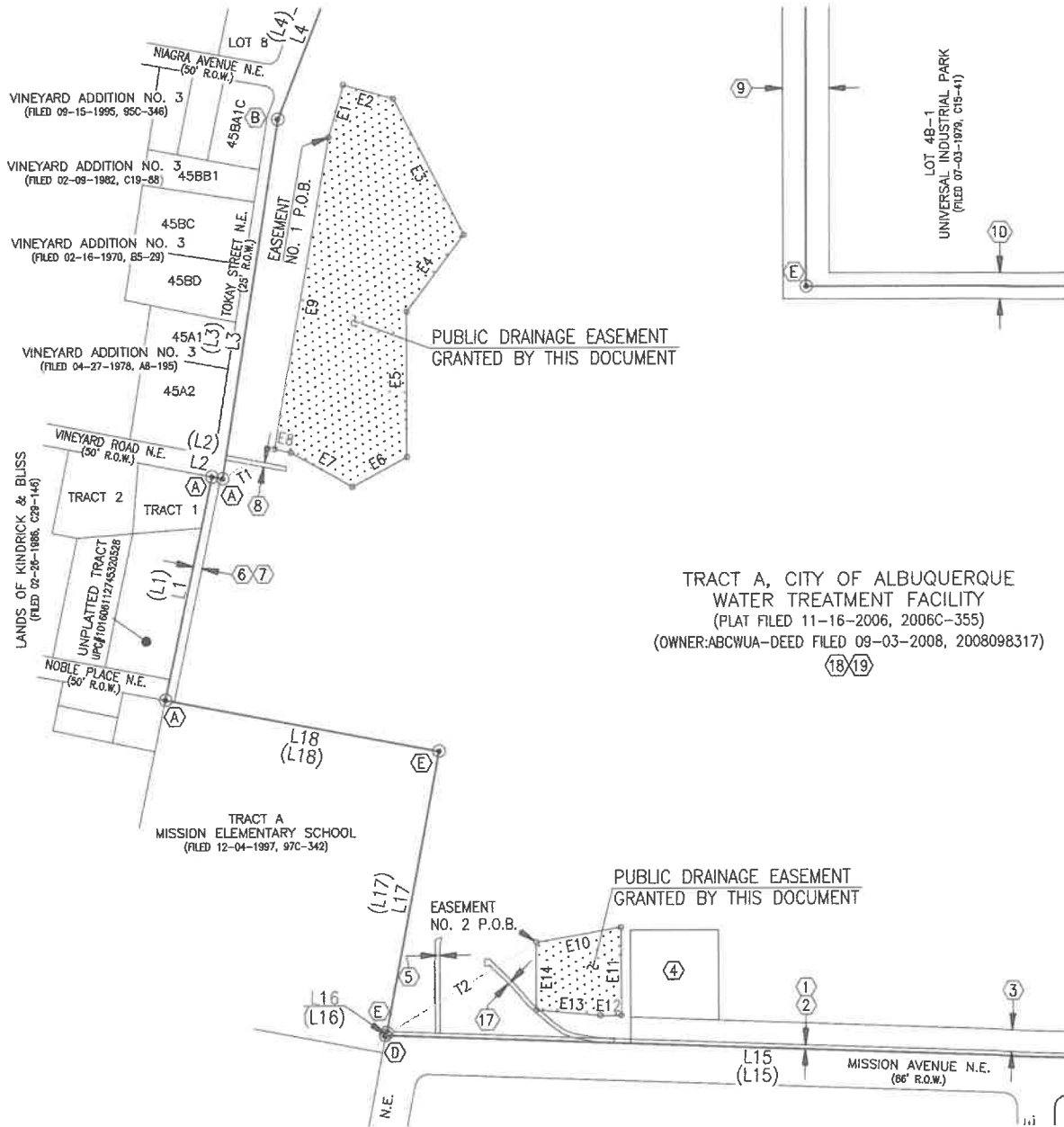
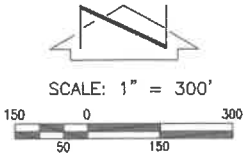
A graphic scale bar with alternating black and white segments. It is marked with 0, 250, and 500 feet. Below the bar, there are additional markings for 50 and 250 feet, indicating that each segment represents 50 feet.

HIGH MESA Consulting Group
Engineers, Surveyors & Subsurface Utility Consultants

SHEET 5 OF 6

EXHIBIT 'A'

PUBLIC DRAINAGE EASEMENT SURVEY



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EXHIBIT 'A'

PUBLIC DRAINAGE EASEMENT SURVEY

DS
RB

EASEMENT DESCRIPTIONS

A certain tract of land located within the Corporate Limits of the City of Albuquerque, New Mexico, comprising a portion of Tract A, City of Albuquerque Water Treatment Facility as the same is shown and designated on the Plat filed in the Office of the County Clerk of Bernalillo County, New Mexico on November 16, 2006, Plat Book 2006C, Page 355, Doc. #2006173289, and being more particularly described as follows:

EASEMENT NO. 1 – WEST POND

Beginning at an angle point on the western line of the easement herein described, thence N 16°43'02" E a distance of 125.32 feet along said west right-of-way line to the northernmost corner of the easement herein described; thence S 74°16'58" E a distance of 118.95 feet; thence S 27°22'44" E a distance of 352.64 feet to the northeastern corner of the easement herein described; thence S 36°47'13" W a distance of 220.32 feet; thence S 00°00'22" E a distance of 334.09 feet; thence S 61°25'26" W a distance of 142.76 feet to the southernmost corner of the easement herein described; thence N 60°36'35" W a distance of 160.61 feet; thence N 76°42'05" W a distance of 38.73 feet to the southwestern corner of the easement herein described, whence a western property corner of said Tract A bears S 60°12'08" W a distance of 137.54 feet; thence N 09°50'56" E a distance of 726.52 feet along said eastern right-of-way line to the point of beginning and containing 5.2869 acres more or less.

EASEMENT NO. 2 – SOUTH POND

Beginning at the northwest corner of the easement herein described whence the southwest property corner of said Tract A bears S 58°23'10" W a distance of 406.11 feet; thence N 80°08'11" E a distance of 198.54 feet to the northeast corner of the easement herein described; thence S 00°00'23" E a distance of 202.59 feet to the southeast corner of the easement herein described; thence S 89°39'13" W a distance of 48.16 feet; thence N 85°00'56" W a distance of 148.66 feet to the southwest corner of the easement herein described; thence N 00°14'00" E a distance of 155.96 feet to the point of beginning and containing 0.8139 acres more or less.

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Registered Surveyors & Subcontractors Utility Consultants

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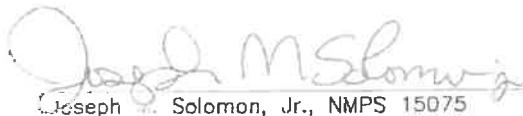
EXHIBIT 'A'
PUBLIC DRAINAGE EASEMENT SURVEY

Notes:

1. An easement survey was performed in April, 2021 verifying platted property information obtained at the Bernalillo County Clerk's Office and title information provided by the owner. Property corners were found as indicated.
2. Site located within projected Sections 27 and 34, Township 11 North, Range 3 East, N.M.P.M. (Elena Gallegos Grant).
3. All distances are ground distances.
4. Bearings shown hereon are New Mexico State Plane Grid Bearings, Central Zone (NAD 83). These bearings are positioned from a HMCg temporary benchmark (TBM #1) established from RTK observations by a Topographic Survey, prepared by this firm, in November of 2018. Record bearings and distances are shown in parenthesis.
5. Purpose of this survey is to describe the new public drainage easements being granted to the City of Albuquerque.

SURVEYORS CERTIFICATION

I, Joseph M. Solomon, Jr., New Mexico Professional Surveyor No. 15075, do hereby certify; that this easement survey and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that this survey meets the Minimum Standards for Surveying in New Mexico, and that it is true and correct to the best of my knowledge and belief.


Joseph M. Solomon, Jr., NMPS 15075



June 16, 2021
Date



DS
RB

EXHIBIT 'A'

PUBLIC DRAINAGE EASEMENT SURVEY

KEYED NOTES

EASEMENTS

- ① 10' PUBLIC UTILITY EASEMENT GRANTED BY PLAT 2006C-355
- ② 10' PNM ELECTRIC SERVICES EASEMENT GRANTED BY DOCUMENT FILED 04-08-1999, BOOK 9905, PAGE 6931
- ③ 50' PNM ELECTRIC EASEMENT GRANTED BY PLAT 2006C-355
- ④ PNM SUBSTATION EASEMENT GRANTED BY PLAT 2006C-355
- ⑤ PNM GAS EASEMENT GRANTED BY PLAT 2006C-355
- ⑥ 20' WIDE WATER UTILITY EASEMENT GRANTED TO THE CITY OF ALBUQUERQUE BY PLAT 2006C-355
- ⑦ 20' EASEMENT FOR WATER UTILITIES GRANTED BY DOCUMENT FILED 04-18-1975, MISC. BOOK 417, PAGE 381
- ⑧ 10' PNM AND US WEST EASEMENT GRANTED BY DOCUMENT FILED 06-20-1995, BOOK BCR 95-14, PAGE 6619, DOC. #1995060558
- ⑨ 106' ROADWAY EASEMENT GRANTED BY AGREEMENT FILED 06-29-1968, MISC. BOOK 107, PAGE 778
- ⑩ 60' ROADWAY EASEMENT GRANTED BY DOCUMENT FILED 05-05-1988, MISC. BOOK 617A, PAGES 836-852
- ⑪ 10' PNM EASEMENT GRANTED BY DOCUMENT FILED 08-07-1970, MISC. BOOK 183, PAGE 542
- ⑫ 10' GAS EASEMENT GRANTED BY DOCUMENT FILED 07-02-1971, MISC. BOOK 219, PAGE 799
- ⑬ 10' PNM AND US WEST EASEMENT GRANTED BY DOCUMENT FILED 04-12-1995, BOOK BCR 95-9, PAGE 1184, DOC. #1995036220
- ⑭ 5' GAS EASEMENT GRANTED BY DOCUMENT FILED 06-22-1970, MISC. BOOK 177, PAGE 999
- ⑮ 7' PNM AND MOUNTAIN BELL EASEMENT GRANTED BY DOCUMENT FILED 04-01-1970, MISC. BOOK 169, PAGE 438
- ⑯ PORTION OF RESERVED EXCAVATION EASEMENT TO AMAFCA GRANTED BY DOCUMENT FILED 04-21-1972, BOOK D916, PAGE 971
- ⑰ PNM ELECTRIC UNDERGROUND AND TRANSFORMER EASEMENT GRANTED BY DOCUMENT FILED 10-04-2005, BOOK A104, PAGE 6267, DOC. #2005146669
- ⑱ CROSS LOT BLANKET DRAINAGE EASEMENT FOR TRACT A, MISSION ELEMENTARY SCHOOL FILED 07-11-1996, BOOK BCR 96-19, PAGE 2173, DOC. #1996077358
- ⑲ DRAINAGE COVENANT WITH RENAISSANCE CENTER AND THE CITY OF ALBUQUERQUE TO ACCEPT CERTAIN DRAINAGE WATERS FILED 03-06-1985, MISC. BOOK 207A, PAGE 380, DOC. #1985017070

MONUMENTS

- Ⓐ FOUND BRASS CAP STAMPED "AGP/AGP PROPERTY CORNER"
- Ⓑ FOUND P.K. NAIL W/WASHER STAMPED "LS 4971"
- Ⓒ FOUND BRASS CAP STAMPED "UCI PROP COR 1965"
- Ⓓ FOUND #4 REBAR W/CAP, ILLEGIBLE, W/WASHER STAMPED "LS 7476"
- Ⓔ CALCULATED POSITION FOR PROPERTY CORNER, POINT NOT SET

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JOB NO. 2021.018.1 EASEMENT_R1

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BOUNDARY TABLES

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L1	N 11°52'57" E	525.50'	L10	S 00°00'01" W	199.62'
(L1)	N 11°54'46" E	525.71'	(L10)	S 00°00'23" W	199.62'
L2	S 79°35'55" E	25.20'	L11	S 03°48'50" E	210.46'
(L2)	S 79°01'34" E	25.18'	(L11)	S 03°48'28" E	210.47'
L3	N 08°49'00" E	56.70'	L12	S 00°00'01" W	942.49'
(L3)	N 08°49'04" E	836.57'	(L12)	S 00°00'23" W	942.49'
L4	N 21°10'39" E	988.18'	L13	S 01°41'53" E	168.70'
(L4)	N 21°10'40" E	988.21'	(L13)	S 01°41'31" E	168.70'
L5	S 81°24'15" E	864.21'	L14	S 00°00'01" W	185.83'
(L5)	S 81°22'27" E	864.17'	(L14)	S 00°00'23" W	185.82'
L6	S 00°02'00" W	1180.26'	L15	N 87°54'38" W	2961.16'
(L6)	S 00°02'22" W	1180.28'	(L15)	N 87°54'22" W	2960.76'
L7	S 89°51'09" E	1965.95'	L16	N 21°50'20" E	6.88'
(L7)	S 89°50'47" E	1965.95'	(L16)	N 18°26'50" E	6.87'
L8	S 00°08'50" W	47.56'	L17	N 10°42'03" E	658.90'
(L8)	S 00°09'13" W	47.56'	(L17)	N 10°42'25" E	658.90'
L9	S 89°51'10" E	5.21'	L18	N 79°12'44" W	637.60'
(L9)	S 89°50'47" E	5.21'	(L18)	N 79°12'22" W	637.60'

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
C1	35.00'	54.89'	S 44°55'34" E	49.43'	89°51'10"
(C1)	35.00'	54.89'	S 44°55'12" E	49.43'	89°51'10"
C2	35.00'	56.25'	N 46°02'38" E	50.39'	92°05'15"
(C2)	35.00'	56.25'	S 46°03'00" W	50.39'	92°05'15"

EASEMENT TABLES

EASEMENT NO. 1 - WEST POND			EASEMENT NO. 2 - SOUTH POND		
LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
E1	N 16°43'02" E	125.32'	E10	N 80°08'11" E	198.54'
E2	S 74°16'58" E	118.95'	E11	S 00°00'23" E	202.59'
E3	S 27°22'44" E	352.64'	E12	S 89°39'13" W	48.16'
E4	S 36°47'13" W	220.32'	E13	N 85°00'56" W	148.66'
E5	S 00°00'22" E	334.09'	E14	N 00°14'00" E	155.96'
E6	S 61°25'26" W	142.76'			
E7	N 60°36'35" W	160.61'			
E8	N 76°42'05" W	38.73'			
E9	N 09°50'56" E	726.52'			
T1	S 60°12'08" W	137.54'	T2	S 58°23'10" W	406.11'

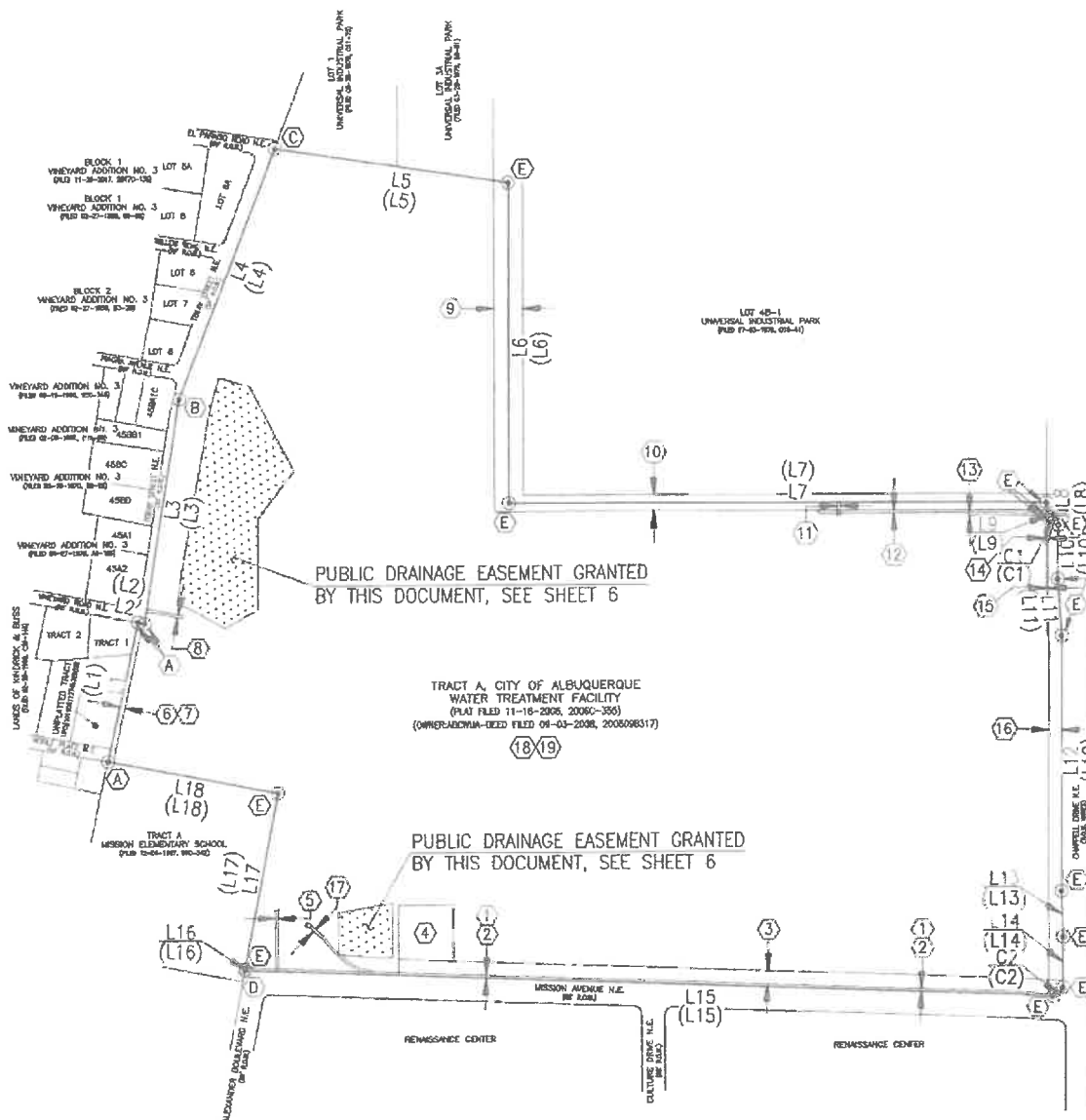
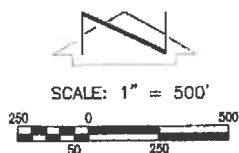
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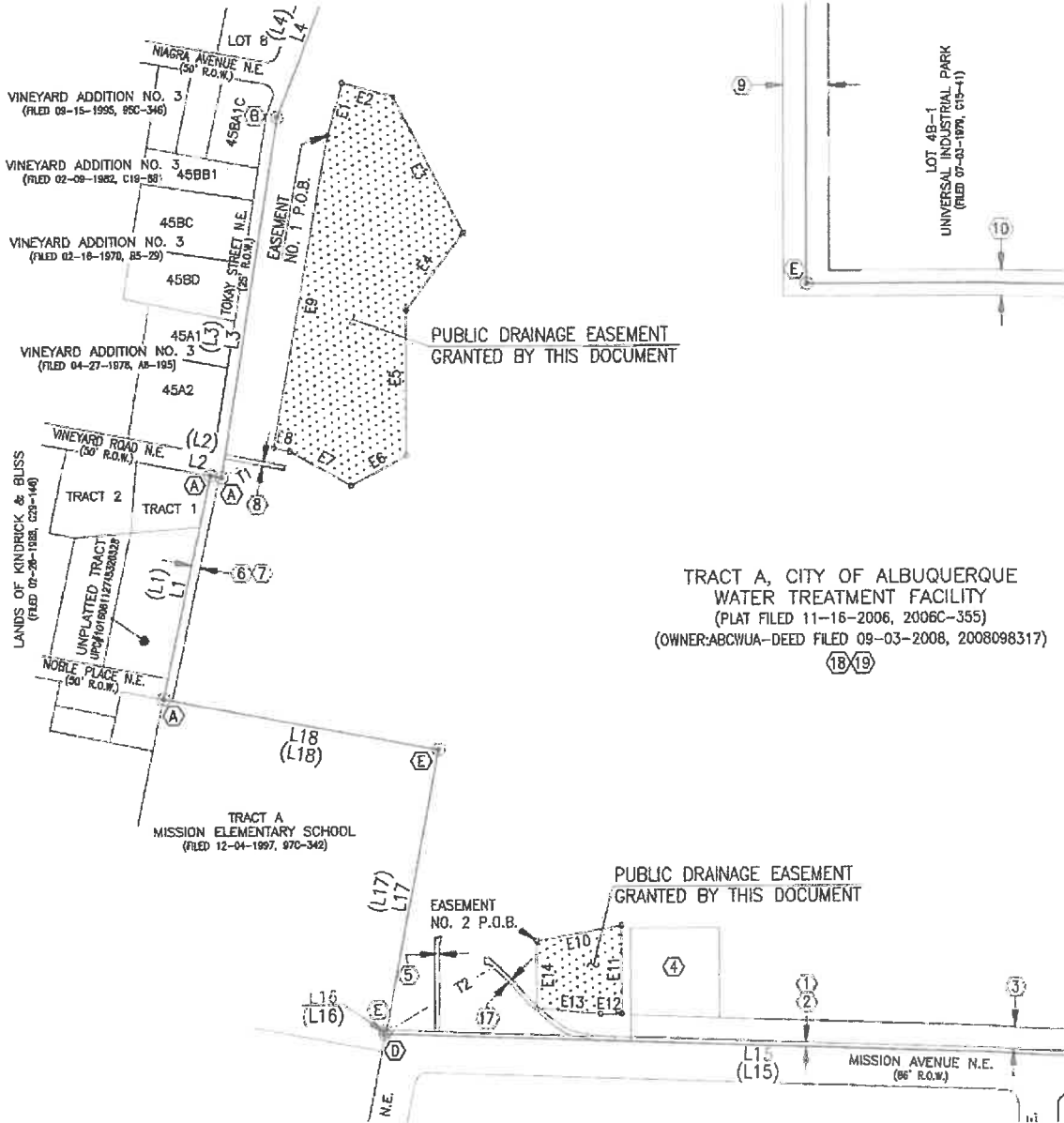
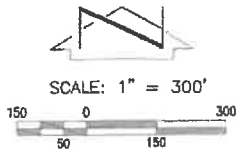
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TRACT A, CITY OF ALBUQUERQUE
WATER TREATMENT FACILITY
(PLAT FILED 11-16-2006, 2006C-355)
(OWNER: ABCVUA-DEED FILED 09-03-2008, 2008098317)
(18)(19)

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