

## **EASEMENT AGREEMENT**

**THIS EASEMENT** is given this 18<sup>th</sup> day of November, 2015, by KAPLAN JUAN TABO LLC, a Colorado limited liability company, registered as a foreign limited liability company, qualified to do business in the State of New Mexico ("Grantor") to G & R PARTNERSHIP, a New Mexico general partnership, (Grantee"). As used herein, the term "Grantor" shall include any successor or assignee of Grantor and the term "Grantee" shall include any successor or assignee of Grantee.

### **WITNESSETH**

WHEREAS, Grantor is the owner of the following described property ("Parcel 1-B"):

Parcel Numbered 1-B of the Monarch Village, City of Albuquerque, New Mexico, as the same is shown and designated on the Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico on August 21, 2013, in Plat Book 2013C, Page 101.

WHEREAS, Grantee is the owner of the following described property ("Parcel 2") which is adjacent to and lies north of Parcel 1-B:

Parcel Numbered 2 of the Monarch Village, City of Albuquerque, New Mexico, as the same is shown and designated on the Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico on June 27, 1977, in Plat Book B13, Page 38.

WHEREAS, Grantor has agreed to grant and convey to Grantee a permanent, non-exclusive easement over, on, upon, and across Parcel 1-B for the specific and limited purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions, set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual easement for and in favor of Grantee as legally described, set forth and shown on the Exhibit attached hereto and incorporated herein as Exhibit "A" (the "Easement Property").

The scope, nature, and character of this Easement shall be as follows:

1. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.
2. It is the purpose of this Easement to grant a permanent easement over, on, upon, and across the Easement Property for the purpose of vehicular,

**Doc# 2015100942**

11/19/2015 04:13 PM Page: 1 of 7  
EASE R:\$25.00 M. Toulouse Oliver, Bernalillo County



including trucks, ingress and egress by Grantee, its owners, agents, representatives and employees, as well as the general public, to and from Parcel 2, and for any other purposes whatsoever related to the use of Parcel 2 by Grantee, as described above.

3. The easement, rights and privileges granted by this Easement are exclusive and Grantor covenants not to convey any other easement or conflicting rights within the Easement Property.

4. Grantor retains, reserves, and shall continue to enjoy the use of the Easement Property for any and purposes that do not interfere with or prevent the use by Grantee of the Easement Property. Grantor will be responsible to maintain the Easement Property in its present condition, for the benefit of Grantee, ordinary wear excepted.

5. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto, or their respective successors or assigns.

6. Grantor hereby warrants and covenants to Grantee, and its successors and assigns, that Grantor is lawfully seized and possessed of the Easement Property; and that Grantor has a good and lawful right to make this conveyance.

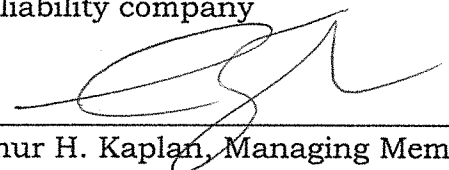
7. This Agreement is intended to be a covenant running with and appurtenant to the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico.

8. If legal action is initiated by either party for the purpose of enforcing or interpreting the Easement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the date and year first above written.

GRANTOR:

KAPLAN JUAN TABO LLC, a Colorado  
limited liability company

By:   
Arthur H. Kaplan, Managing Member

By: [Signature]  
Toya Vivian Kaplan, Managing  
Member

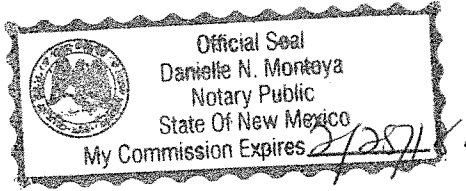
STATE OF NEW MEXICO     )  
  ) ss  
COUNTY OF BERNALILLO    )

This instrument was acknowledged before me on Nov 10, 2015, by  
Arthur Henry Kaplan and Toya Vivian Kaplan, Managing Members of KAPLAN  
JUAN TABO LLC, a Colorado limited liability company, on behalf of said limited  
liability company.

[Signature]  
Notary Public

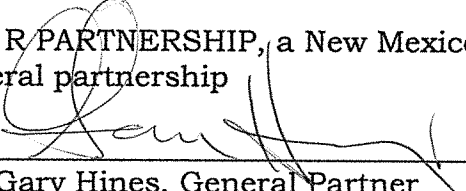
My Commission Expires:

2/28/18




GRANTEE:

G & R PARTNERSHIP, a New Mexico  
general partnership

By:   
Gary Hines, General Partner

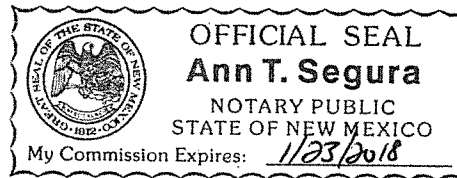
STATE OF NEW MEXICO     )  
  ) ss  
COUNTY OF BERNALILLO    )

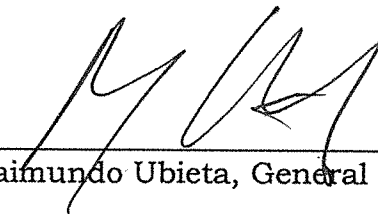
This instrument was acknowledged before me on Nov. 18, 2015, by  
Gary Hines, general partner of G & R PARTNERSHIP, a New Mexico general  
partnership, on behalf of said partnership.

  
Notary Public

My Commission Expires:

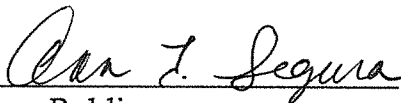
1/23/2018



By:   
Raimundo Ubieta, General Partner

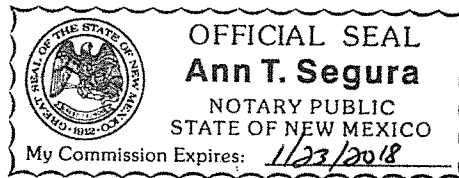
STATE OF NEW MEXICO     )  
  ) ss  
COUNTY OF BERNALILLO    )

This instrument was acknowledged before me on Nov 18, 2015, by Raimundo Ubieta, general partner of G & R PARTNERSHIP, a New Mexico general partnership, on behalf of said partnership.

  
Notary Public

My Commission Expires:

1/23/2018



*Exhibit A*  
**Private Access Easements**  
**Within Parcel 1-B**  
**Monarch Village**  
*City of Albuquerque*  
*Bernalillo County, New Mexico*  
*August 2015*

**Legal Description**

A CERTAIN PARCEL WITHIN PARCEL NUMBERED 1-B OF THE MONARCH VILLAGE, CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON AUGUST 21, 2013, IN PLAT BOOK 2013C, PAGE 101, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL, WHENCE THE NORTHWEST CORNER OF SAID PARCEL 1-B, BEARS N 88°50'43" W, A DISTANCE OF 33.81 FEET, WHENCE A TIE TO ACS MONUMENT "11\_H21" BEARS N 08°08'06" W A DISTANCE OF 10209.97' FEET;

THENCE, FROM THE POINT OF BEGINNING, S 88°50'43" E, A DISTANCE OF 30.00 FEET, TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE, S 01°36'34" W, A DISTANCE OF 74.05 FEET TO A POINT OF CURVATURE;

THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00, AN ARC LENGTH OF 23.71 FEET, DELTA OF 90°34'34", AND A CHORD BEARING AND DISTANCE OF S 43°40'43" E, 21.32 FEET, TO A POINT ON THE WEST SIDE OF AN EXISTING 30 FOOT WIDE ACCESS ROAD (FILED ON 8/21/13 AS DOC. NO. 201309418);

THENCE, S 88°58'00" E, A DISTANCE OF 89.86 FEET TO A POINT OF CURVATURE;

THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00, AN ARC LENGTH OF 23.56 FEET, DELTA OF 89°58'53", AND A CHORD BEARING AND DISTANCE OF N 46°02'33" E, 21.21 FEET, TO A POINT ON THE WEST SIDE OF AN EXISTING 30 FOOT WIDE ACCESS ROAD (FILED ON 8/21/13, 2013C-101);

THENCE, COINCIDING SAID ACCESS ROAD, NON-TANGENT TO THE PREVIOUS COURSE, S 01°03'06" W, A DISTANCE OF 54.00;

THENCE, ALONG A CURVE TO THE LEFT, NON-TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 15.00, AN ARC LENGTH OF 23.57, DELTA OF 90°01'07", AND A CHORD BEARING AND DISTANCE OF N 43°57'27" W, 21.22 FEET, TO A POINT OF TANGENCY;

THENCE, N 88°58'00" W, A DISTANCE 120.09 FEET, TO A POINT OF CURVATURE;

THENCE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00, AN ARC LENGTH OF 23.71 FEET, DELTA OF 90°34'34", AND A CHORD BEARING AND DISTANCE OF N 43°40'43" W, 21.32 FEET, TO A POINT OF TANGENCY;

THENCE, N 01°36'34" E, A DISTANCE OF 98.12 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.1464 ACRES, (6,377 SQ. FT.) MORE OR LESS.



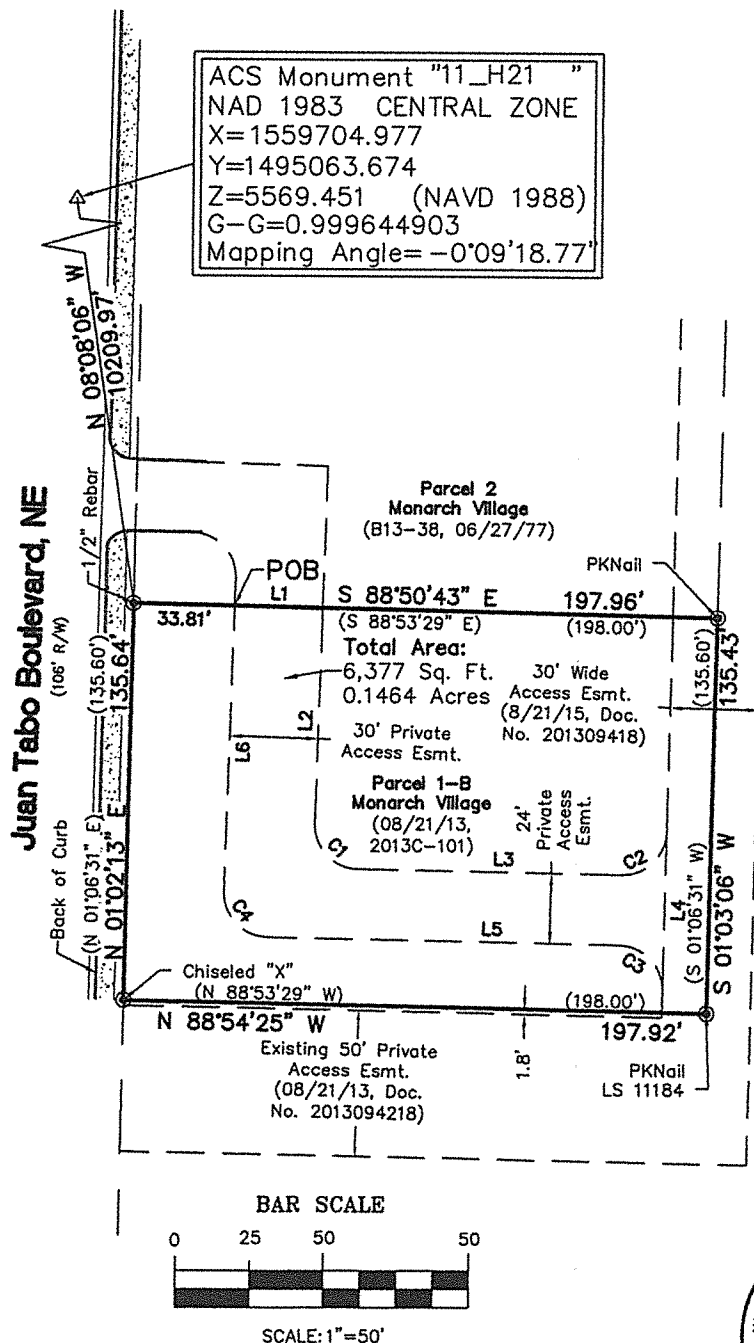
**CARTESIAN SURVEYS INC.**

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



# Private Access Easements Within Parcel 1-B Monarch Village

City of Albuquerque  
Bernalillo County, New Mexico  
August 2015



CARTESIAN SURVEYS INC.

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

