### AGREEMENT AND COVENANT

City Project No. 775684

This Agreement and Covenant ("Agreement"), between the City of Albuquerque, New Mexico ("City") and \_\_MDS Investments, 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 the southeast corner of Fellini Blvd and North Mesa del Sol Blvd., in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)

### Bulk Land Plat Tracts 1 Through 18 Document # 20220014343 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:

### Permanent Easement (Drainage Easement)

If the City's Property is an easement, then give legal description and filing information: **Permenenat Easement Document #2022008148** and is attached as Exhibit B.

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):

**Regional Retention Pond** 

A sketch of the proposed or existing Improvement is attached as **Exhibit C** 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. <u>City Use of City's Property and City Liability</u>. 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. <u>User's Responsibility for Improvement</u>. 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 <u>COA Hydro File</u> #R16/D097A 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 User will conform with all applicable laws, ordinances and regulations.
- 4. <u>Use of the Improvement.</u> 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. <u>Demand for Repair, Modification or Removal</u>. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within <u>30</u> 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. <u>Cancellation of Agreement and Release of Covenant</u>. 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. <u>Condemnation</u>. 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. <u>Assessment</u>. 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.

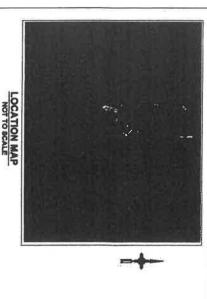
Notice may be given to the User either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the User within 3 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written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

- 11. <u>Indemnification</u>. 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. <u>Term.</u> This Agreement shall continue until revoked by the City pursuant to Section 7 above.
- 13. <u>Binding on User's Property</u>. 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. <u>Entire Agreement</u>. 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. <u>Changes of Agreement</u>. Changes to this Agreement are not binding unless made in writing, signed by both parties.
- 16. <u>Construction and Severability</u>. 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. <u>Captions</u>. 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: DocuSigned by:  |  |
| Lawrence Racker   |  |
| Chief Administrative Officer  |  |
| Date:7/5/2022   4:31 PM MDT   |  |
|   |  |
| APPROVED:   |  |
| DocuSigned by:  |  |
| Shahab Biayar   |  |
| Shahab Binzur, F.P.E., City Engineer                                    |  |
|   |  |
| CITY'S A  | CKNOWLEDGMENT  |
| STATE OF NEW MEXICO )   |  |
| ) ss  |  |
| COUNTY OF BERNALILLO )  |  |
| This is etwant was columnyaled and                                      | Thefore me on thic the day of 1 1 1 1 1 1 20 2 2   |
| Inis instrument was acknowledged by Sarita Nair Chief Administrative Of | I before me on this day of, 20 22, ficer for the City of Albuquerque, a New Mexico municipal |
| corporation, on behalf of the corporation.                              | neer for the end of inouque que, a free free manie par                                       |
|   |  |
| OFFICIAL SEAL   | My Commission Expires: //-9-2025   |
| Rachael Miranda   | Notary Public Kachael W Juanda   |
| NOTARY PUBLIC<br>STATE OF NEW MEXICO                                    |  |
| My Commission Expires: 11-9-2025  |  |

| By: Sh B. CLIBUEZ  Name: STEVEN B. CLIBUEZ  Title: MANAGING PARTNERZ.  Date: 6/7/22                | STATE OF NEW MEXICO NOTARY PUBLIC PATRICIA A. GUZMAN COMMISSION NUMBER 1084947 EXPIRATION DATE 11-02-2025 |  |  |  |  |  |  |  |
|--|---|--|--|--|--|--|--|--|
| USER'S ACKNOWLEDGMENT  |   |  |  |  |  |  |  |  |
| STATE OF NEW MEXICO ) ss. COUNTY OF BERNALILLO )   |   |  |  |  |  |  |  |  |
| This instrument was acknowledge by Steven B. Chauez  Managing Manher (title of person sign (User). | ed before me on this 14h day of 10ne , 2033, (name of person signing) ning) on behalf of 10ne , 2033,     |  |  |  |  |  |  |  |
| SEAL   | My Commission Expires: 11/2/25 Notary Public  |  |  |  |  |  |  |  |

**USER:** 



### SUBDIVISION DATA

- 1. DRB No.
  2. Zone Asia Index Note: R416, R416, R417, 8414, S416, S416, S417, T419 AND T417.
  3. Gross Subdivision Acreage: 1,588.5337/Acres
  4. Number of Existing Treats: 1, Thesis Created: 18 Treats: 1 partial width right-of-ways: 0.0 partial width mises: 0.74 miles 511 width.
  6. Plat is located within Sections 11, 22, 23, 26, 27, 28, 29, 34 and 35, TWN, R35, N.M.P. M.
  6. Zening: PC
  7. Date of Survey: DECEMBER, 2021.

### PURPOSE OF PLAT

The purpose of this first but Substated Trast A-LA-IA, Masso Deal of Incoming Time, as the serial is shown and delegated on the joint beautiful 1992 (2002) and the control of the Control

### DOCUMENTS:

Plats of record as noted hereon.

### LEGAL DESCRIPTION

Tract. A-1-4-FA of the Bulk Land Plet, Tract A-1-A-5 And Tract A-1-A-1-A, for Mesa Dei Soil Innovation Park, Albuquerque, New Macco as the samre is shown and dealgrashed on the plet thereof, fitted in the Ciffice of the Country Clerk of Bernstellio County, New Madco on October 26, 2020 in Book 20200; Page 105 as Document No. 2020/105296.

Tract contains 1,596.6337 scree more or less.

### HOTES

- Bearings are New Hexico State Plane Grid Bearings (Central Zone) NAO 1663. Basis of Bearings to between City of Aboqueryus Goodelin Control stations "1, R15 and 3, C15" Bearing « K12"150"/TE. Record Gearings and detainces are the same as shown on this pat and the same as shown on the pats shown hereon.
- Distances are ground distances "US SURVEY FOOT" Record desempints tailor, from record data as shown !
- Record seaminsts lates from record data as shown hereon.

  Furusant to Section 14-44-47 file to try of Absuquantus Code of Ordinances, the property within this.

  Furusant to the property of the Code of the Code of Ordinances, the property within this.

  Foreign of the detail at any time he subject to a dead matching, coverant, or having agreement prohibiting sold code of the Let of parcals within 19 and of proposed Part. The foreigning requirement shall as a condition to approved of this place.

  All contents created with the place will be in convincented with a 6th close and places covery cap attempted THILLIPS PS (15517).

## LANDFILL DISCLOSURE STATEMENT

The subject property is located near or is a former landfill site. Due to the subject property bainty on or near a former isnofill, certain precursionary measures may need to be laken to ensure the health and - nearly of the public Roccettmendetions must be to professional engineer with expertise in landfills and landfill gas issues de required by the most current version of the share's displained for Development within 1000 lises of Landfills) shall be consulted prior to development of the shall.

### BULK LAND NOTE

Future audofinition of the lands within this plat, zoning Site Development Plan approvals, and development parmits may be conflicted upon deducation of rights-of-way and seasonants, and/or upon intrashrbuture insprovements by the owner for water, sanitary severe, sheater, defeape, grading and partia in accordance with current resolutions, ordinances and publishe in effect of the for any specific proposal.

BULK L'AND PLAT
TRACTS 1 THROUGH 18.
ARTISTE
ARTISTE
(AREATOT TRACT A.1.4.4. MEXIDEL SI, INVOKIDON PARO)
BERNALILLO COUNTY, NEW MEXICO.

DECEMBER, 2021

The City and AMAFCA, (with inforence to draftage) may require and/or permit essements to be added, modified, or removed when future plate and/or Site Development Plans are approved.

By the approval of this subdivision the CNy matter no representation or warranties se to aveilability of utilities, or final approval of all requirements including (but not limited by) the following fitting water and samitary sewer aveilability. Name strack distinctions afford improvements and excending, fitting or parties of the province of tender within this publishment. Any person trending development of tende within this juddington is caudioned to impedigate the stratus of these litera.

At each time as all such conditions have been settlectorly met, the City Engineer shell approve a recordable document, removing such conditions from all or from a portion of the area within the subject aubdivision.

## THER CONSENT AND DEDICATION

The naples from hereon is made with fine consent and in accordance of the desires of the underlayed contracting the security. The security of this plate is their fine as and deed and and do contract of part of a public machinery and securious's shown hereon. Those slighting as commer(s) wereast tight they had among them, complete indefensable title in he simple to the land about the fines. Owner(s) hereby after that the described property shown on this plat. Owner(s) his platting and subdivision in jurisdiction of City of Nationarysa, here ideation.

If any is a security is the security of the security shown on this plat lies within the platting and subdivision.

MDS INVESTMENTS, LLC a New

State of New Mexico )

County of Bermalillo )

This instrument was acknowledged before me on 4 day of JOHLOCK 2022

by Stave B. Chavaz, MDS INVESTMENTS, LLC

My Commission Expires: 5/26/24 Notary Public Q Carridge





# DOCK 2022014343 III MELETIK ALVANAKUN NYANTANAKUN MENALITIK CONTY

## JURISDICTIONAL AFFIDAVIT

I Barry S. Thilips, a registry of Professional New Massics Surveyor, hereby affirm that the property described close lie within the platform of the City of Albuquanque.

M Burveyor 15517

## SURVEYOR'S CERTIFICATION:

(L. BARRY S. PHILLIPS a Registered Professional Republication Surveyor, certify that I am responsible for this survey and that this fact was present by meror under my subprovious, stone all enabling seasonances as about on the parts of record, or much around not me by the owner, utility companies, or other interested parties and conforms to the Minimum Requirements of the Sound of Registration for Professional Engineers and ordering to the Minimum Requirements of the Sound of Registration for Professional Engineers and contents to the best of my forther things and balant.



iel Burveyor 15617



PROJECT NUMBER: PR-2021-005628

PLAT APPROVAL

**Application Number:** 

Utility Approvals: Will Shaddle Sarvices

Abdul A Bhimper Century Link New Mexico Gas Company

Jeff Estvanko

Dete

01/21/2022

Mike Mortru

Comcast

2

1/18/22

City Approvals:

Tenne Wolfenbarger raffic Engineering, Transportation

City Surveyor

oren N. Risenkoover P.S.

Blaine Carter

arka apd Reca Am etion Department

City Engineentrydrology Left Falmer Smeat amijo

12/6/2021

Feb 4, 2022

Feb 10, 2022 Feb 10, 2022

Feb 4, 2022 1/24/2020

DRB Chairperson, Planning Department Feb 11,

Feb 4, 2022

TAX CERTIFICATION

TRACT A-1-A-1-A: UPC #101508020628120101 THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON UPC #

PROPERTY OWNER OF RECORD: TRACT A-1-A-1-A: MOB INVESTMENTS, LLC

BERNALILLO COUNTY TREASURESTS OFFICE DATE

SHEET 1 OF 4

Bohannan ▲ Huston

21-52 top

귏

78,00

119

608.37

S14'03'50'E \$14"03"55"E N01\*5534\*W

1090.08 509.94

T30 N43°57'38'W 729 S46°02'24"W

776.00

66.1 862

87.00

S57"27"46"W

270.38

8

358.47

454.00" 454.00

187.99 100.65

44\*59\*15\* 25"00"00"

347.38

S68\*32'01'W

198.53

C10 171.84°

533.00

86.67

18°28'21"

171.10°

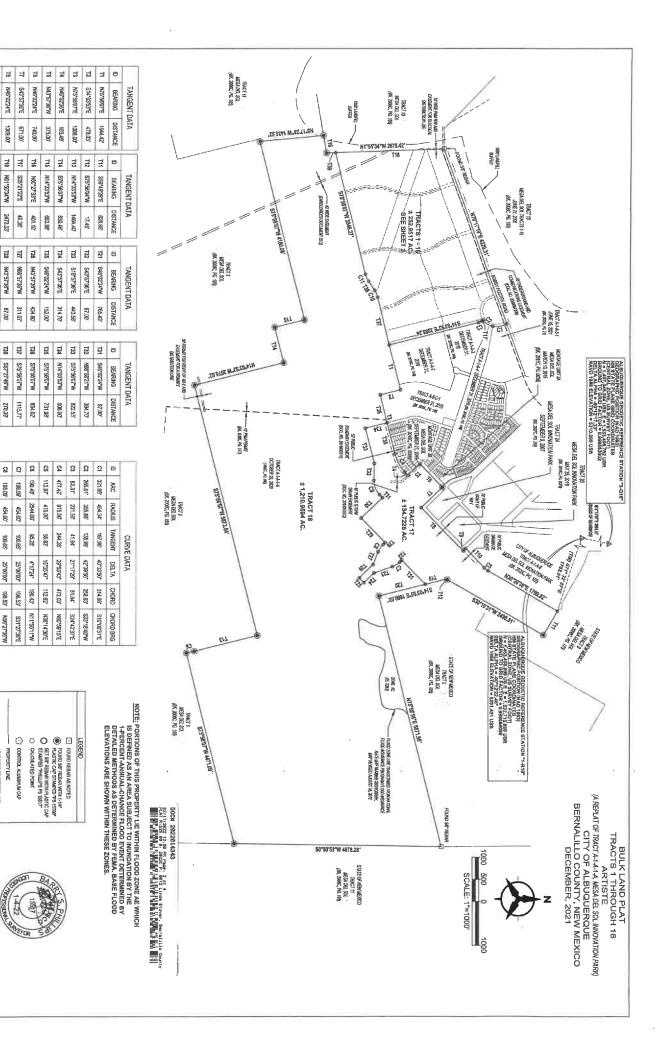
S66°41'56"W W-96-27-36-M

NEW EASEMENT CENTERLINE ADJOINING PROPERTY LINE
NEW EASEMENT LINE

18°28'21"

SHEET 2 OF 4

Bohannan 🛦 Huston



1000 LANDFILL BUFFER SO WIDE PARA SECTION.
SO WIDE PARA SECTION. TRACT 14 ± 30.1256 AC. TRACT 11 STEEL PARTABULE TRACT 2 ± 8,4480 AC. OCCUMENT SLO) S" WIDE PARTIAL RIGHT-OF WAY GRANTED BY THIS PLAT ROW = ±6.6388 AC." 글 TRACT 15 ± 27.3447 AC. BOBBY FOSTER ROAD TRACT 3 ± 19.2211 AC. STATE OF THE PARTY. TRACT 12 ± 7.5712 AC. FOR SHEET 3 LINE AND CURVE TABLES TRACT 7 ± 13.3610 AC. TRACT 1 ± 26.9158 AC. SEE SHEET 4 OF 4 TRACT 16 ± 8.7018 AC. NOTE STON TRACT 4 ± 22.1719 AC. TRACT 8 ± 25,4003 AC. ENSUBHERT NOTE

FILDATING PUBLIC ACCESS, DRAINAGE, PUBLIC WATER AND PUBLIC SEWER BASEMENTS WITH CENTERLINES PROVIDED BETWEEN THE PROPOSED RESIDENTIAL TRACTS, THE ENSURENTS WITH SERVICED AND DEPLACED WITH PUBLIC PROSTRES—WHY OPEDICATION AND DRAINAGE EASEMENTS WITH FUTURE PLATTING ACTIONS. SEE ROW DETAIL SHEET ± 12.7130 AC. TRACT 5 TRACT 9 ±17.2015 AC. ±4.2530 AC TRACT 13 THE SERVICE 510 CALBENTION
ET MODE ROUTTON
MY PARTE BY
THE PLAT
ROW = 21,201 A.C.
TRACT 6
± 5,4880 A.C. ENSEMENT GRANTED BY THAT ENSEMENT GRANTED BY THAT PLAT CHICAGO DRIVE 67 WIDE RIGHT OF WAY GRANTED BY THIS PLAT ROW-BO GRAN AC SHEET 3 OF 4 ± 8.2884 AC. TRACT 10 BULK/LAND PLAT
TRACTS 1 THROUGH 18
ARTISTE
(AREATOF TRACTA ALANGE SOLIMOUNTONPAR)
CITY OF ALBUQUERQUE
BERNALILO COUNTY, NEW MEXICO
DECEMBER, 2021 Bohannan A Huston NEW EASEMENT CENTER AND THE PRIVATE THAT IS NOT THE PRIVATE OF STAFF PRIVATE OF S PROPERTY LINE CONTROL ALLMHAM DAF O CALCULATED POINT ACTONING NEODESTALTING



## PUBLIC UTILITY EASEMENTS.

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

- A. Public Service Company of New Mexico (TPNAT), a New Mexico cooporation, (TPNAT Electric) for installation, marismance, and service of overhead and underground electrical lines, insudements and other optigitizent and related facilities near-only incontent to graphs.
- New Mexico Gas Company for insession, maintenance, and service of natural pas lines; valves and other equipment and facilities researably necessary to provide natural gas.
- C. Qheet Corporation of the Ceinland Lift COC for the healedon, marketnerice, and service of such lines; cable, and other releted equipment and facilities reasonably increasely to provide communication services.

Cable TV for the installation, meintenance, and service of such lines, cable, and other related equipment and facilities resonably necessary to provide Cable services.

includined, it that right to bold, includid, contentual, reconstant, broatle, ratiocate, change, harmone, rigados, model), network, operation and metabols for purposes described above, outpriffer with the appeals to form, of concernition and co

Estements for electric transformed switchgoers, as installed; aheal extend ten (10) beet in front of transformed switchgest doors and five (5) level on each aide.

in appromissi in sight. Padia: Servides Ummenry of Heye, Massion (Piled), Here Messaco Cas.
Choreany (MeliCo) sad Chere Choronadero (Balk) Colestary Jak (CRISET) data in al conduct a Tile
Secreta of the propyriese above in the secret Consequencily, Hele, MeliCo and CHISET on part Mering
Melice any secondario (or desposato) (agla witholing) (here have been graded by place juik, papiel
un offere document a few of helice be not above not in the juik.

|              | 8        | 7           | 귏           | đ           | 2           | எ           | ᆲ          | #            | ם             | 2         | 3          | ₫            | 112          | 큺            | 7            | 3           | 14           | 3            | 3           | 글           |            |
|--------------|----------|-------------|-------------|-------------|-------------|-------------|------------|--------------|---------------|-----------|------------|--------------|--------------|--------------|--------------|-------------|--------------|--------------|-------------|-------------|------------|
| TANGENT DATA | BEARING  | 8367172°E   | W99.72.198  | M.PE.95.10N | 1281.ZI.02N | N70"17"19"E | N70*1718*E | STEVETE      | M.St. SPr.BIN | 518*4618* | \$3572727E | \$14°03'53'E | \$75°56°07"W | M.YESS.10N   | M. 16.55.10N | M.76.95.10N | 3.61.13.02K  | N34'27'48'E  | 806*1251*W  | 375'66'07'W | W.1099,025 |
| ATA          | DISTANCE | 40.36       | 270,39*     | 39,68       | 102.00      | 83.20       | 75.888     | 48,41        | 41,82*        | 41,931    | 25.23      | 85.00*       | 77.00*       | 267,09'      | 31.50        | 342.36      | 289.48       | 21.17        | 50.46       | 251.00      | 28108      |
|              | 5        | ם           | ī           | 텶           | 킾           | S.          | 로          | 8            | 걸             | 걸         | 귏          | 렆            | 굺            | 료            | 귳            | 뷵           | 럹            | 3            | 료           | 로           | 퓛          |
| TANGENT DATA | BEARING  | \$76°5007~W | S76"56"07"W | \$19*4249°E | S04'20'44"W | 311°1103°E  | \$101111B  | \$29°57'43'E | 814*00'53"E   | WESERAIN  | 81470353°E | \$19"42"49"E | \$32'08'51'E | \$14°03'53'E | 875'56'07"W  | \$80"4541"W | \$10*12'49'5 | S18*34'69"W. | S14*00'53'E | M.BOSSCOS   | WEZZ1-48N  |
| MTA          | DISTANCE | 285.86      | 12.5        | 81.79       | 177.02"     | 45.23       | 148.15     | 276.96       | 133.02        | 33,06     | 32.94      | 225,88*      | 185.54       | 311.98       | 472.29       | 262.96      | 225,86"      | 158.29       | 348.66      | 51.03       | 204.10     |

| R         | 8           | æ           | -            | <u>6</u>    | 83          | 8           | 爱         | ģ            | ğ            | E          | g        | N          | =            | 2         |            | 8           | O,         | 40          | -          | R        |              |
|-----------|-------------|-------------|--------------|-------------|-------------|-------------|-----------|--------------|--------------|------------|----------|------------|--------------|-----------|------------|-------------|------------|-------------|------------|----------|--------------|
| 1         | 展           | 펉           | 릐            | 렃           | 뷵           | 귳           | 료         | 굺            | 뎦            | 귏          | 豆        | 럹          | 력            | 豆         | E.         | 킾           | 륁          | ij          | ם          | 5        |              |
| WEZZI"48N | M.BOSS, SSE | S14*03'53'E | S18*34'69"W. | \$10*4249°E | \$80"4541"W | 875'56'07"W | 31410353E | \$32"08"51"E | \$19'42'49'E | 8147035376 | WESERAIN | 814*0353°E | \$29*57*43*E | 310111113 | 311"1103"E | S04'20'44"W | S19*4249*E | 876*56'07"W | 876°5007~W | BEARING  | TANGENT DATA |
| 204.10*   | 51.03       | 348.567     | 158.29       | 225.86      | 262.98      | 472.29      | 311.98    | 185.54"      | 225,88*      | 32.94      | 33,06    | 133.02*    | 276.96       | 148.10    | 45.23      | 177.02      | 81.79*     | 12.57       | 285.86     | DISTANCE | MTA          |
|           |             |             |              |             |             |             |           |              |              |            |          |            |              |           |            |             |            |             |            |          |              |
|           |             |             |              |             |             |             |           |              |              |            |          |            | 2            | 2 3       | ėΙ         | 7           | 1          | 1           | I          |          |              |

| 20  | TANGENT DATA | VIVOI    |
|-----|--------------|----------|
| =   | BEARING      | DISTANCE |
| 코   | NIB*A3H8W    | 72.30    |
| 742 | 319°46'15"E  | 66.68    |
| E   | 835*2f*22*E  | 41 32    |

BULK LAND PLAT
TRACTS 1 THROUGH 1.8
ARTISTE
(AREPUTOF TRACTA-1-1-4 MESS DEL SOL IMPOINTION PARS)
CITY OF ALBUQUERQUE
BERNALILO COUNTY, NEW MEXICO
DECEMBER, 2021

|  |        |               |                |        |              | ı |
|--|--------|---------------|----------------|--------|--------------|---|
| 524'42'5T'E                              |        | 21'1728' 7223 | 38.75          | 185.50 | 72.60        |   |
| 35888.78 178'56'25" -858'74" N70'45'32'E | 659.74 | 178'56'25"    | 35668.78       | 329.86 | 30.05 32.00° | 4 |
| CHORD BRO                                | CHORD  | DELTA         | RADIUS TANGENT | RADIUS | ARC          |   |
|  |        | EDATA         | ROW CURVE DATA |        |              |   |

| PROTACAS<br>DECEMBER 21<br>2019<br>SECTION 21<br>SECTION 21 | TAS WAY GRANTED BY THIS PLAT ROW = 1.4201 AC. | ±4,2530 AC. COUDERA DOP | BOBBY FOSTER THE RATE FAME OF THE FAME OF | A ROAD |
|---|---|-------------------------|--|--------|
| ż   |   |                         |  |        |

|   |          |   |   |                                | 2        | 974      | 8          |
|---|----------|---|---|--------------------------------|----------|----------|------------|
|   |          |   |   |                                | 5244257E | N704832E | CHORD BRO  |
|   |          |   |   | . 1                            |          |          |            |
| 52 WIE<br>WAY C   |          |   | 1 | 1                              | \        | 8        |            |
| CHICAGO DRIVE<br>52 WIDE RIGHT OF<br>WAY GRANTED BY<br>THIS PLAT<br>ROW=£2.6784 AC. |          | _ | H | THE TRACT 13 &<br>± 4 2530 AC. | 1        | \ \ \ \  | WAS KELSUS |
| 1   | TRACT 6. | - |   | 37 13 A                        | 1        | 1        | 田田         |

| •                       |  | 52 WIDE RIGHT OF WAY GRANTED BY THIS PLAT ROWS \$2.6764 AC. | CHICAGO DRIN |
|-------------------------|--|---|--------------|
|                         |  | -   | 9 7<br>OA 06 |
| TRACT 10<br>± 82884 AC. |  |   | 52           |
|                         | IRECTA-CARR DECEMBER 31, 2019 Sec and rec. reg | ام.   |              |

| юсн 2022014343 | -1 |                      |  | No. of the Control of |
|----------------|----|----------------------|--|--|
|                |    | 01 T3A)<br>-3A 4885. | )¥   |  |
|                |    | 01.150               | ACCEPTANT ACCEPTANT OF THE PROPERTY OF THE PRO | DOCTAGA-2  |
|                | 39 | · V,                 |  |  |

92411/2933, 18: 89 5025250; de 02 Linda Stover, Bernatitito County

SHEET 4 OF 4

Bohannan A Huston

FASCISARADZ - 1200-JA, FISONI N.; BPSELES PLOGESCONSURVEYOR, CAPICEDI, PLATIQUEZZOS, PLAT, BATT 14.00Q 21-22206

2

39.27 25.00

25.00 26.00

90'00'00" 36.36' N59'03'5"W

C36 129.73\*

84.93

6-11:39

3.4089.01S 810°25'22'W

12\*1941\*

322.12 N72\*5532\*E

134.00

12"44"30" 288.35 301"29"55"5

118.60

15,06,00, 24'43'57"

232.11" 129,67

C17 223.35 355.05 CH 38.27 25.00

101.74

31"54"32" 195.64" 26"03"14".

N82"15'43"E

2 2

39,36 220.22 162.00

8"27"10" 78.56" S61"41"21"W

82.34

988'45'24'E

35'57'32' 218.70' 837'45'01'E 90'00'00" 35.36" N30'56'07'E 90'00'00" 36.36" N30'56'07"E

C37 437.32 1500.00° C38 522.75 1500.00° C34 286.90" 1200.00"

184215 435.77 N872830TE

83.21 78.63' 538.00"

533.00

45.72

10"01"11" 93,09"

870°55°32"W

2

62,99

C12 34.16 25.00

2037 78'20'12 31.58' N74'31'25'W

214772°

E3 E3

N24-4237-W

C32 451.86 1000.07 C33 232.48 1200.07

219.25

428.32 N03"36"24"E

3 3

72.45

355.88

36.35

11"39"48" 72.32" N80"28"32"E

583.38" 355.28" 381.11"

C9 38.24° 25,00° 2

74.97 89"58"25" 35.34" NB4"44"25"W

93°55'18" 520.22" 986°43'55"E

C20 303.12' 1800.00' 151.92'

12"26"02"

101.28

825°65'60"E

9'38'55" 30278" S71'36'08'W

C31 406.19' 1000.00' 208.96'

23"23"16" 405.3T" N20"27"13"W

38.30

25.03

30°03'34°

35.37

S25"15"2"W

C28 143.30" 1800.00" CZZ 972.96 1200.00° CZ6 148.89 1200.00

71,69\* 74.54 18.34

4'33'41" 143.26" 878'4127"W 174832" 371.48 N72"04"01"E 7'06'32" 148.79" 365"43'02"W

180.01

C7- 949.05 303.65 32643.75 178"55"23" 507.74" N70"4533"E

CS 152.18" 472.00" 76.75" 18"28"21" 151.52"

100'4136E

C25 118.62\*

1200.00

5'39'49"

118.57

WZ1.90.E.IS

C46 77.77 200.00

39.38

22\*16'45" 77.28"

C44 55.41 1200.00 27.71 273044 55.41 NIP183TE C43 253.44\* 1200.00\* 127.20\* 12\*0804\* 252.97 NO9\*53\*13\*E CH2 23128 1200.00 117.01 1110818 222.02 M114358W C45 259.84 1200.00 130.48 12'2441" 259.44 N18'30'28"W

351.45 32"3852" 874.56

W.EE.S. 205

C2A 332.95 1200.07 187.55 15°53'85° 331.86 N22'03'46"W

39.70

25.00 25,00

25.44

90"59"25" 34.86"

W64.1584A

C4 171,84" 533.00"

86.67 18"28"21" 171.10" 988"41"56"W

8231 221.50

214725 40"53"50"

124°42'37"W

C22 325.25 1200.00°

198.42

18"45"40" 391.52" S20"34"23"E

CZ 265.01" 355.88" 138.89" 42"28"55" 258.93" N33"18"40"E

ARC RADIUS TANGENT DELTA CHORD

CURVE DATA

(07.90) 41.60

314,98 1838

M.19.00.21.M

C21 335.93 800.00 170.46 24\*0333 338.47 H07\*41\*C2\*W

183.63° 15"31"47" 324.26° S03"25'08"E

ID ARC RADIUS TANGENT DELTA

CHORD CHORD BRG

ID ARC RADIUS TANGENT DELTA

CHORD

CHORDBRG

CURVE DATA

CURVE DATA

CHORDERG

### PERMANENT EASEMENT

PROJECT NO: 775684

| Grant of Permanent Easement, between MDS Inves   | iments, LLC  | ("Grantor"),   |
|--|--|--|
| whose address is 4020 Vassar Dr. NE Sulle H  |  | and whose  |
| telephone number is (505) 259-8000 and the City corporation ("City"), whose address is P.O. Box 1293,  | y of Albuquerque, a New Mea<br>Albuquerque, NM, 87103.   | xico municipal   |
| Subject to existing rights of record, Grantor gra<br>("Easement") in, over, upon and across the real property<br>("Property") for the construction, installation, maintena<br>of Temporary Relention Pond, together with the right to<br>obstacles upon the Property if the City determines they   | y described on Exhibit "A" a<br>nce, repair, modification, rep<br>o remove trees, bushes, under  | attached hereto<br>lacement and operation<br>rgrowth and any other   |
| In the event Grantor constructs any improvement has the right to enter upon Grantor's property at any time maintenance, repair, modification or removal ("Work") the Work effects any Improvements or encroachments or otherwise responsible for rebuilding or repairing the the City, the Work to be performed by the City could enter the Improvements or encroachments, the Grantor shall, measures are required to safeguard the Improvements or | ne and perform whatever insp<br>it deems appropriate without<br>made by the Grantor, the City<br>Improvements or encroachment<br>adanger the structural integrity<br>at its own expense, take what | pection, installation, the liability to the City. If will not be financially ents. If in the opinion of ty or otherwise damage |
| Grantor covenants and warrants that Grantor is has a good lawful right to convey the Property or any padefend the title to the Property against all claims from a  | art thereof and that Grantor w   | e Property, that Grantor vill forever warrant and  |
| The grant and other provisions of this Easementhe benefit of the City and its successors and assigns un  |  | g with the Property for  |
| This Easement shall not be effective until approbelow.   | wed by the City Engineer in t  | the signature block  |
| WITNESS my hand and seal this day of   | F_JANUARY20  | 022.   |
| CITY OF ALBUQUERQUE:   | GRANTOR: MOS In By [signature]: Sa. B.   | westments, LLC   |
| Ву:  |  |  |
| Shahab Biazar, P.E., City Engineer   | Name [print]: _STEVEN  |  |
| Date:  | Title: Managing Part   | ne &   |
|  | Date: 1/04/22  |  |
|  |  |  |

### PERMANENT EASEMENT

PROJECT NO: 775684

| Grant of Permanent Easement, between whose address is 4020 Vassar Dr. NE Sumo H telephone number is (505) 259-8000 and the City corporation ("City"), whose address is P.O. Box 1293, A  | of Albuquerque, a New Mexico municipal  |
|--|---|
| ("Easement") in, over, upon and across the real property ("Property") for the construction, installation, maintenant   | nce, repair, modification, replacement and operation remove trees, bushes, undergrowth and any other  |
| In the event Grantor constructs any improvement has the right to enter upon Grantor's property at any time maintenance, repair, modification or removal ("Work") the Work effects any Improvements or encroachments or otherwise responsible for rebuilding or repairing the I the City, the Work to be performed by the City could enthe Improvements or encroachments, the Grantor shall, a measures are required to safeguard the Improvements or | it deems appropriate without liability to the City. If nade by the Grantor, the City will not be financially improvements or encroachments. If in the opinion of danger the structural integrity or otherwise damage at its own expense, take whatever protective |
| Grantor covenants and warrants that Grantor is t<br>has a good lawful right to convey the Property or any pa<br>defend the title to the Property against all claims from al  | the owner in fee simple of the Property, that Grantor art thereof and that Grantor will forever warrant and I persons or entities.  |
| The grant and other provisions of this Easement the benefit of the City and its successors and assigns unt   | constitute covenants running with the Property for il terminated.   |
| This Easement shall not be effective until appro-  | ved by the City Engineer in the signature block   |
| WITNESS my hand and seal this $4$ day of   | JANUARY , 2022  |
| CITY OF ACTIOUTERQUE:  By: Shahab Biacyar  Shahab Biacyar  Shahab Biacyar  Shahab Biacyar  Shahab Biacyar  Am MST  Date: 1/21/2022   8:27 AM MST   | GRANTOR: MDS Investments, 44C By [signature]: SE B. Chaufe Name [print]: STEVEN B. CHAUF2 Title: Managing Parine Date: 1/04/22  |

### **GRANTOR'S NOTARY**

STATE OF NEW MEXICO

| COUNTY OF BERNALILLO   |    |
|--|----|
| This instrument was acknowledged before me on 4th day of JANUARY , 203 by STEVEN B, CHAVEZ (name), MANGING PARTNER (title of MDS I NVESTMENTS, LLC (entity), a NEW MEXICO LIC (i.e. and the state of the | =) |
| New Mexico) corporation, on behalf of the corporation.   |    |
| OFFICIAL SEAL  David S. Campbell  NOTARY PUBLIC STATE OF NEW MEXICO  My Commission Expires: 419  | _  |

(EXHIBIT "A" ATTACHED)

COA# \_\_\_\_\_

### EXHIBIT "A" A PORTION OF TRACT A-1-A-1-A

### DESCRIPTION

A PORTION OF TRACT OF LAND LOCATED WITHIN TRACT A-1-A-1-A OF THE BULK LAND PLAT TRACT A-1-A-6 AND TRACT A-1-A-1-A (A REPLAT OF TRACT A-1-A-1 PER PLAT TRACT A-6-C-1, A-1-A-1, A-1-A-2, A-1-A-3, A-1-A-4 AND A-1-A-5 OF MESA DEL SOL INNOVATION PARK) CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED OCTOBER 29, 2020, IN BOOK 2020C, PAGE 105 AS DOCUMENT NO. 2020108296 IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO MORE PARTICULARLY DESCRIBED AS NEW MEXICO STATE PLANE GRID BEARINGS (NAD83 CENTRAL ZONE) AND GROUND DISTANCES AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR, WITH PINK PLASTIC CAP STAMPED "PHILLIPS PS 15517" AT THE SOUTHWEST CORNER OF TRACT A-1-A-6 OF SAID PLAT WHENCE A CITY OF ALBUQUERQUE MONUMENT LABELED "1\_R16" BEARS N 05°17'30" W A DISTANCE OF 2628.13 FEET, THENCE S 43° 57' 36" E A DISTANCE OF 78.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT AND THE POINT OF BEGINNING;

THENCE N 46° 02' 24" E A DISTANCE OF 751.30 FEET ALONG THE NORTHERLY BOUNDARY TO THE NORTHEAST CORNER OF SAID TRACT;

THENCE S 11° 07' 27" W A DISTANCE OF 580.60 FEET ALONG THE EASTERLY BOUNDARY OF SAID TRACT TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34° 54' 57", HAVING A RADIUS OF 376.00 FEET, A CHORD BEARING OF S 28° 34' 55" W A DISTANCE OF 225.60 FEET AND AN ARC DISTANCE OF 229.13 FEET ALONG THE EASTERLY BOUNDARY OF SAID TRACT:

THENCE TANGENT WITH THE PREVIOUS DESCRIBED CURVE S 46° 02' 24" W A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT:

THENCE N 43° 57' 36" W A DISTANCE OF 400.00 FEET ALONG THE SOUTHWESTERLY BOUNDARY OF SAID TRACT AND THE POINT OF BEGINNING.

TRACT CONTAINS ± 4.2361 ACRES (184525 SQ. FT.), MORE OR LESS.

### NOTES:

- BASIS OF BEARINGS IS S 05°17'30"E, BETWEEN FOUND SURVEY MONUMENTS AS SHOWN HEREON.
- THIS SURVEY IS BASED ON NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83, US SURVEY FOOT, GROUND DISTANCES.

### SURVEYOR'S CERTIFICATION

I, BARRY S, PHILLIPS, NEW MEXICO PROFESSIONAL SURVEYOR NO. 15517, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO FOR LEGAL DESCRIPTIONS AS DEFINED IN NMAC 12.8.2.7.4(7); AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

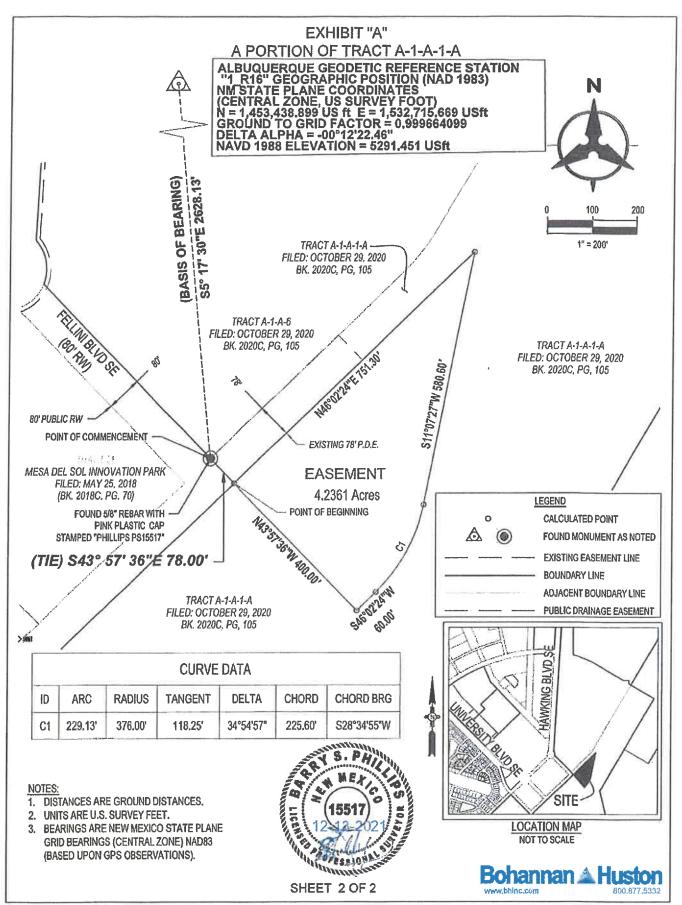
BARRY S. PHILLIPS

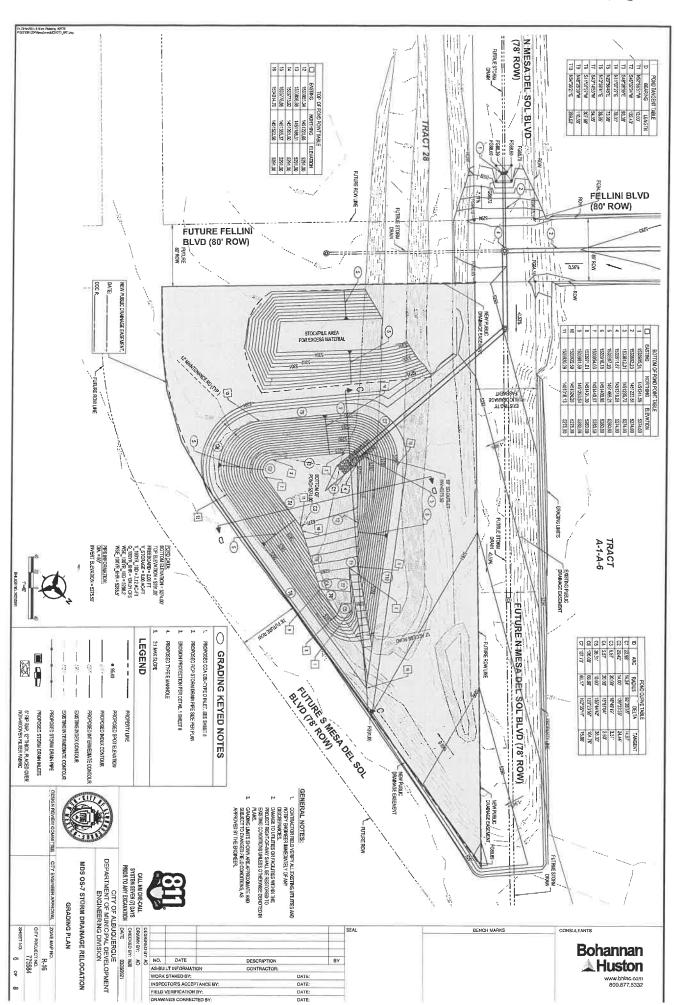
DATE

12-13-2021

NEW MEXICO PROFESSIONAL SURVEYOR NO. 15517

SHEET 1 OF 2





Bernalillo County, NM 415 Silver Ave. SW, 2nd Floor P.O. Box 542 Albuquerque, NM 87102

### Receipt: 1365271

|                              | -502/1   |   |  |
|------------------------------|--|---|--|
| <b>Prod</b><br>AGRE          |  | Extended<br>\$25.00<br>15<br>2022066874 |  |
| Total                        | The state of the s | 0                                       |  |
| Tender (                     | (Check)  | \$25.00                                 |  |
| Check#<br>Paid By<br>Phone # | 212379   | \$25.00                                 |  |

Thank Youl

7/18/22 11:32 AM msouchet

### **CONTRACT CONTROL FORM**

| <b>PROJECT:</b> 775684                     | CONTAC                               | T PERSON:                    | Carrie Compton |  |  |
|--|--------------------------------------|------------------------------|----------------|--|--|
| CCN: 2023000                               | 057                                  |                              |                |  |  |
| (New/Existing) New                         |                                      |                              |                |  |  |
| Type of Paperwork Project Name/Description | Drainage Agreement and C             |                              |                |  |  |
| (From CTS):                                | Mesa del Sol Regional Retention Pond |                              |                |  |  |
| Developer/Owner/Vendor                     | MDS Investments, LLC                 |                              |                |  |  |
| Contract Amount\$ Contract Period:         |                                      |                              |                |  |  |
| FINAL CONTRACT REVIEW APPROVALS REQUIRED:  |                                      |                              |                |  |  |
| DRC Manager                                | Approved By                          | Approval Date 7/5/2022   1:2 | 1 PM MDT       |  |  |
| Legal Department                           | Bluk                                 | 7/5/2022   1:2               | 23 PM MDT      |  |  |
| City Engineer                              | SB                                   | 7/5/2022   2:4               | 4 PM MDT       |  |  |
| Hydrology Engineer                         | Ea                                   | 7/1/2022   11:               | 36 AM MDT      |  |  |
| Transportation Engineer                    | <del>,</del>                         |                              |                |  |  |
| Construction Engr.                         | ps                                   |                              |                |  |  |
| OTHER: <u>CAO</u>                          | - De                                 | 7/5/2022   4:3:              | 1 PM MDT       |  |  |
| DISTRUBUTION:                              | Date:                                | Ву:                          |                |  |  |
| Received by City clerk                     |                                      |                              |                |  |  |