

AGREEMENT AND COVENANTCity 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. **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 **COA Hydro File #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. **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

Doc# 202206687407/18/2022 11:32 AM Page: 1 of 15
AGRE R:\$25.00 Linda Stover, Bernalillo County

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:

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:

DocuSigned by:
By: 
Lawrence Rael
Chief Administrative Officer

Date: 7/5/2022 | 4:31 PM MDT

APPROVED:

DocuSigned by:
Shahab Biazar
Shahab Biazar, P.E., City Engineer

CITY'S ACKNOWLEDGMENT

[illegible]

This instrument was acknowledged before me on this 5th day of July, 2022 by Sarita Nair, Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.



My Commission Expires: 11-9-2025
Notary Public: Rachael Miranda

USER:

By: St B. Chavez

Name: STEVEN B. CHAVEZ

Title: MANAGING PARTNER

Date: 6/7/22

STATE OF NEW MEXICO
NOTARY PUBLIC
PATRICIA A. GUZMAN
COMMISSION NUMBER 1084947
EXPIRATION DATE 11-02-2025

USER'S ACKNOWLEDGMENT

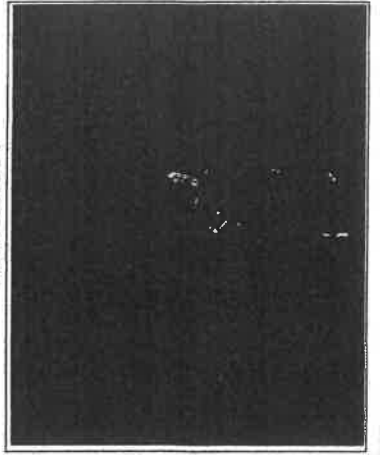
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 7th day of June, 2022,
by Steven B. Chavez, (name of person signing)
Managing Member (title of person signing) on behalf of MDS Investments, LLC
(User).

SEAL

My Commission Expires: 11/2/25
Notary Public

LOCATION MAP NOT TO SCALE



SUBDIVISION DATA

1. DRS No. _____
2. Zone Atlas Index Nos.: R-15, R-16, R-17, S-14, S-15, S-16, S-17, T-18 AND T-17.
3. Gross Subdivision Acreage: 1.988387/acre
4. Tract(s) Located: 18 Tract(s), 1 partial width right-of-way and 2 full width right-of-way.
5. Total of Acreage: 0.80
6. Plat is located within Sections 21, 22, 23, 24, 25, 26, 27, 28, 29, 34 and 35, T1N, R2E, N.M.P.M.
7. Date of Survey: DECEMBER, 2021.

PURPOSE OF PLAT

The purpose of this Plat is to Subdivide Tract A-1-A-1-A, known as the City of Albuquerque, New Mexico, as the same is shown and designated on the plat bearing date 1/29/2022, as Document No. 2020108286, into eight (8) tracts, one (1) partial width right-of-way, one (1) full width right-of-way and grant easements as shown.

DOCUMENTS

1. Plat of record as noted herein.

LEGAL DESCRIPTION

Tract A-1-A-1-A of the Bulk Land Plat, Tract A-1-A-1-A and Tract A-1-A-1-A, by the City of Albuquerque, New Mexico, as the same is shown and designated on the plat bearing date 1/29/2022, as Document No. 2020108286, into eight (8) tracts, one (1) partial width right-of-way, one (1) full width right-of-way and grant easements as shown.

Tract contains 1,590.0537 square more or less.

NOTES

1. Bearings are New Mexico State Plane Grid Bearings (Central Zone) NAD 1983. South of Bearings is between City of Albuquerque Geographic Control Station 1, R10 and 2, R17.
2. Record Bearings and distances are the same as shown on the plat and the same as shown on the plat shown herein.
3. Distances are ground distances unless SURVEY FOOT.
4. Record easements taken from record data as shown herein.
5. Pursuant to Section 14-1-4-7 of the City of Albuquerque Code of Ordinances, the property within the area of this Plat shall at any time be subject to a deed restriction, covenant, or binding agreement between the parties to the subdivision.
6. The plat of record shall be a correction to the plat of record.
7. All corners created with this plat will be marked with a black survey cap stamped "PHILLIPS PG 15517" or nail and weather stamped "PHILLIPS PG 15517".

LANDFILL DISCLOSURE STATEMENT

The subject property is located near or is a former landfill site. Due to the subject property being on or near a former landfill, certain precautionary measures may need to be taken to ensure the safety of the public. Recommendations made by a professional engineer with expertise in landfills and landfill gas issues (as required by the most current version of the Technical Guidelines for Development within 1000 feet of Landfills) shall be consulted prior to development of the site.

BULK LAND NOTE

From a subdivision of the land within the plat, applying Site Development Plan approval, and developed lands may be conditioned upon dedication of rights-of-way and easements, and/or upon installation of improvements by the owner, including, but not limited to, the following: sewer, water and sanitary sewer easements, utility easements, and easements for the time for any specific proposal.

The City and ALABEZA, (with reference to drainage) may require and/or permit easements to be added, modified, or removed when there are plans under Site Development Plan approval.

By its approval of this subdivision the City makes no representation or warranties as to availability of utilities or final approval of any subdivision (but not limited to) the following: sewer, water and sanitary sewer easements, utility easements, and easements for the time for any specific proposal. Any person installing development of lands within the subdivision is conditioned to investigate the status of these items.

At such time as all such conditions have been satisfactorily met, the City Engineer shall approve a recordable document, removing such conditions from all or from a portion of the area within the subject subdivision.

FREE CONSENT AND DEDICATION

The undersigned herein is made with free consent and in accordance with the desires of the undersigned owner(s), the recordation of this plat in their true and legal and said owner(s) do grant all public easements and dedications herein, and the City of Albuquerque, New Mexico, shall have the right to use the same for the purposes herein shown on the plat. City and/or hereby certify that the described property is within the plat line within the plat and subdivision jurisdiction of City of Albuquerque, New Mexico.

State of New Mexico)
County of Bernalillo)
MDS INVESTMENTS, LLC a New Mexico limited liability company
Date: 1/10/22
By: Steve B. Chavez, MDS INVESTMENTS, LLC

This instrument was acknowledged before me on 4 day of January, 2022
by Steve B. Chavez, MDS INVESTMENTS, LLC

My Commission Expires: 5/26/24
Notary Public: *Steve A. Canales*



JURISDICTIONAL AFFIDAVIT

I, Barry S. Phillips, a registered Professional New Mexico Surveyor, hereby affirm that the property described comes within the plat and subdivision jurisdiction of the City of Albuquerque.

Barry S. Phillips
New Mexico Professional Surveyor 15517

SURVEYOR'S CERTIFICATION:

I, BARRY S. PHILLIPS, a Registered Professional New Mexico Surveyor, certify that I am responsible for the survey and that the plat was prepared by me or under my supervision, shows all existing easements as shown on the plat of record, or maps known to me by the owner, utility companies, or other interested parties and conforms to the Minimum Requirements of the Board of Registration for Professional Engineers and Professional Surveyors and is true and accurate to the best of my knowledge and belief.

Barry S. Phillips
New Mexico Professional Surveyor 15517

Date: 1-4-2022



BULK LAND PLAT
TRACTS 1 THROUGH 18
ARTISTE
(A) REALTOR: A-1-A-1-A, NEW DE SO L INNOVATION PARK
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
DECEMBER, 2021

PROJECT NUMBER: BR-2021-005508

Application Number: BR-2021-005514

PLAT APPROVAL

UTILITY APPROVAL:

PHS Electric Services
Jeff Estevanco
New Mexico Gas Company
Abdel A. Bligher
Century Link
Mile Thru
Concast

CITY APPROVAL:

Leanne H. Rendon P.S.
City Surveyor
Trevor Wolfenbarger
Traffic Engineering, Transportation
Division
Blaire Carter
ABCMU
City Engineer
Parks and Recreation Department
Miyca
Eunice Damiya
City Engineer
Jeff Palmer
Code Enforcement
Dagmar
Dagmar

TAX CERTIFICATION

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON UPC #
13607-A1-A-1-A-UPC #1360700000170101

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

CURVE DATA						
ID	RDC	RADIUS	TANGENT	DELTA	CHORD	CHORD BEG
C1	321.96	454.94	167.90	49°33'50"	314.68	S70°05'15"E
C2	256.07	355.88	138.99	42°39'35"	254.83	S33°18'40"E
C3	85.37	215.50	41.94	17°17'29"	81.84	S04°34'25"E
C4	477.42	971.87	214.28	29°53'45"	470.46	N89°24'25"E
C5	112.57	415.00	58.83	15°35'47"	112.82	N08°14'45"E
C6	390.46	2544.00	85.28	47°17'4"	160.43	N1°55'11"E
C7	189.00	451.00	100.65	25°00'00"	195.53	S31°27'35"E
C8	189.00	451.00	100.65	25°00'00"	198.83	N69°27'35"E
C9	354.47	454.00	161.99	44°59'15"	371.40	S69°12'01"E
C10	171.94	533.00	98.67	19°28'21"	171.33	S69°11'59"E
C11	152.16	427.00	76.75	16°28'21"	151.52	S68°41'55"E

LEGEND

☐ FOUND REBAR AS NOTED

☒ FOUND 90° REBAR WITH 1.0" PLASTIC CAP STAMPED P98 1510P

☐ SET 90° REBAR WITH PLASTIC CAP STAMPED PHILLIPS P98 1661P

☐ CALCULATED POINT

☐ CONTROL ALUMINUM CAP

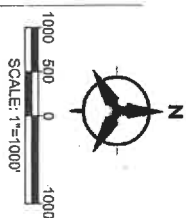
_____ PROPERTY LINE

_____ ADJOINING PROPERTY LINE

_____ NEW EASEMENT LINE

_____ NEW EASEMENT CENTERLINE

Doc# 2022014343



BULK LAND PLAT
TRACTS 1 THROUGH 18
ARTISTE
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
DECEMBER, 2021

PERMANENT EASEMENT**PROJECT NO:** 775684

Grant of Permanent Easement, between MDS Investments, LLC ("Grantor"),
 whose address is 4020 Vassar Dr. NE Suite H and whose
 telephone number is (505) 269-8000 and the City of Albuquerque, a New Mexico municipal
 corporation ("City"), whose address is P.O. Box 1293, Albuquerque, NM, 87103.

Subject to existing rights of record, Grantor grants to the City an exclusive, permanent easement ("Easement") in, over, upon and across the real property described on **Exhibit "A"** attached hereto ("Property") for the construction, installation, maintenance, repair, modification, replacement and operation of Temporary Retention Pond, together with the right to remove trees, bushes, undergrowth and any other obstacles upon the Property if the City determines they interfere with the appropriate use of this Easement.

In the event Grantor constructs any improvements ("Improvements") within the Easement, the City has the right to enter upon Grantor's property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the City. If the Work effects any Improvements or encroachments made by the Grantor, the City will not be financially or otherwise responsible for rebuilding or repairing the Improvements or encroachments. If in the opinion of the City, the Work to be performed by the City could endanger the structural integrity or otherwise damage the Improvements or encroachments, the Grantor shall, at its own expense, take whatever protective measures are required to safeguard the Improvements or encroachments.

Grantor covenants and warrants that Grantor is the owner in fee simple of the Property, that Grantor has a good lawful right to convey the Property or any part thereof and that Grantor will forever warrant and defend the title to the Property against all claims from all persons or entities.

The grant and other provisions of this Easement constitute covenants running with the Property for the benefit of the City and its successors and assigns until terminated.

This Easement shall not be effective until approved by the City Engineer in the signature block below.

WITNESS my hand and seal this 4 day of JANUARY, 2022.

CITY OF ALBUQUERQUE:

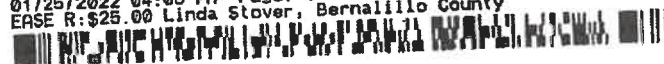
By: _____

Shahab Biazar, P.E., City Engineer

Date: _____

GRANTOR: MDS Investments, LLCBy [signature]: Stev B. ChavezName [print]: STEVEN B. CHAVEZTitle: Managing PartnerDate: 1/04/22

Doc# 2022008148

01/25/2022 04:05 PM Page: 1 of 5
 EASE R: \$25.00 Linda Stover, Bernalillo County

PERMANENT EASEMENT

PROJECT NO: 775684

Grant of Permanent Easement, between MDS Investments, LLC ("Grantor"),
whose address is 4020 Vassar Dr. NE Suite H and whose
telephone number is (505) 259-8000 and the City of Albuquerque, a New Mexico municipal
corporation ("City"), whose address is P.O. Box 1293, Albuquerque, NM, 87103.

Subject to existing rights of record, Grantor grants to the City an exclusive, permanent easement
("Easement") in, over, upon and across the real property described on Exhibit "A" attached hereto
("Property") for the construction, installation, maintenance, repair, modification, replacement and operation
of Temporary Retention Pond, together with the right to remove trees, bushes, undergrowth and any other
obstacles upon the Property if the City determines they interfere with the appropriate use of this Easement.

In the event Grantor constructs any improvements ("Improvements") within the Easement, the City
has the right to enter upon Grantor's property at any time and perform whatever inspection, installation,
maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the City. If
the Work effects any Improvements or encroachments made by the Grantor, the City will not be financially
or otherwise responsible for rebuilding or repairing the Improvements or encroachments. If in the opinion of
the City, the Work to be performed by the City could endanger the structural integrity or otherwise damage
the Improvements or encroachments, the Grantor shall, at its own expense, take whatever protective
measures are required to safeguard the Improvements or encroachments.

Grantor covenants and warrants that Grantor is the owner in fee simple of the Property, that Grantor
has a good lawful right to convey the Property or any part thereof and that Grantor will forever warrant and
defend the title to the Property against all claims from all persons or entities.

The grant and other provisions of this Easement constitute covenants running with the Property for
the benefit of the City and its successors and assigns until terminated.

This Easement shall not be effective until approved by the City Engineer in the signature block
below.

WITNESS my hand and seal this 4 day of JANUARY, 2022.

CITY OF ALBUQUERQUE:

By: Shahab Biazar

Shahab Biazar, P.E., City Engineer

Date: 1/21/2022 | 8:27 AM MST

GRANTOR: MDS Investments, LLC

By [signature]: Steven B. Chavez

Name [print]: STEVEN B. CHAVEZ

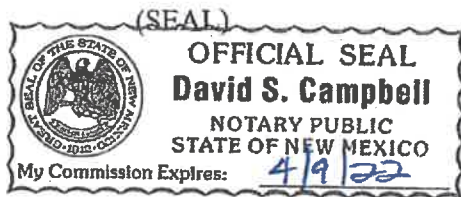
Title: Managing Partner

Date: 1/04/22

GRANTOR'S NOTARY

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 4th day of JANUARY, 2022,
by STEVEN B. CHAVEZ (name), MANAGING PARTNER (title)
of HDS INVESTMENTS, LLC (entity), a NEW MEXICO LLC (i.e. a
New Mexico) corporation, on behalf of the corporation.



Notary Public

My Commission Expires: 4/9/22

(EXHIBIT "A" ATTACHED)

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:

1. BASIS OF BEARINGS IS S 05°17'30"E, BETWEEN FOUND SURVEY MONUMENTS AS SHOWN HEREON.
2. 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.A(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
NEW MEXICO PROFESSIONAL SURVEYOR NO. 15517

12-13-2021

DATE



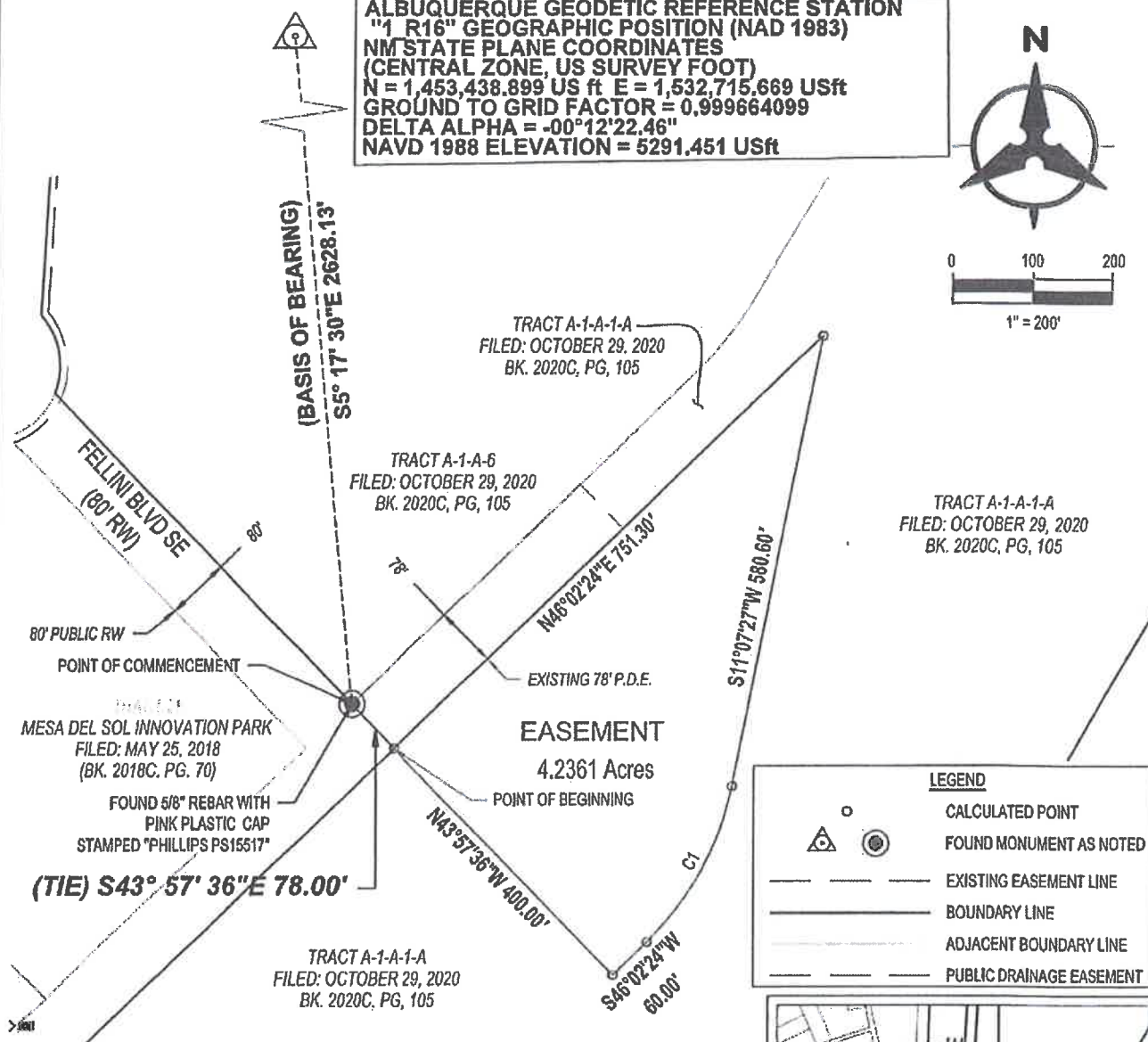
SHEET 1 OF 2

Bohannon & Huston
www.bhinc.com 800.877.5332

EXHIBIT "A"

A PORTION OF TRACT A-1-A-1-A

ALBUQUERQUE GEODETIC REFERENCE STATION
 "1 R16" GEOGRAPHIC POSITION (NAD 1983)
 NM STATE PLANE COORDINATES
 (CENTRAL ZONE, US SURVEY FOOT)
 N = 1,453,438.899 US ft E = 1,532,715.669 USft
 GROUND TO GRID FACTOR = 0.999664099
 DELTA ALPHA = -00°12'22.46"
 NAVD 1988 ELEVATION = 5291.451 USft



LEGEND

- CALCULATED POINT
- FOUND MONUMENT AS NOTED
- EXISTING EASEMENT LINE
- BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- PUBLIC DRAINAGE EASEMENT

CURVE DATA

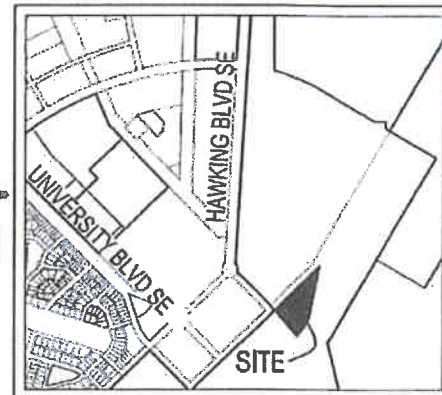
ID	ARC	RADIUS	TANGENT	DELTA	CHORD	CHORD BRG
C1	229.13'	376.00'	118.25'	34°54'57"	225.60'	S28°34'55"W

NOTES:

- DISTANCES ARE GROUND DISTANCES.
- UNITS ARE U.S. SURVEY FEET.
- BEARINGS ARE NEW MEXICO STATE PLANE GRID BEARINGS (CENTRAL ZONE) NAD83 (BASED UPON GPS OBSERVATIONS).



SHEET 2 OF 2



LOCATION MAP
 NOT TO SCALE

Bohannon & Huston
 www.bhinc.com 800.677.5332

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

Receipt: 1365271

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	15
	Document #	2022066874
	# Of Entries	0
Total		\$25.00
Tender (Check)		\$25.00
Check#	212379	
Paid By	bohannan huston	
Phone #	505-823-1000	

Thank You!

7/18/22 11:32 AM msouchet

CONTRACT CONTROL FORM



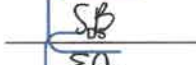

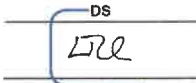
PROJECT: 775684
CCN: 202300057
 (New/Existing) New

CONTACT PERSON: Carrie Compton

Type of Paperwork Drainage Agreement and Covenant
 Project Name/Description
 (From CTS): Mesa del Sol Regional Retention Pond
 Developer/Owner/Vendor MDS Investments, LLC

Contract Amount \$ _____ Contract Period: 7/5/22 - indefinite

FINAL CONTRACT REVIEW**APPROVALS REQUIRED:**

	Approved By	Approval Date
DRC Manager		7/5/2022 1:21 PM MDT
Legal Department		7/5/2022 1:23 PM MDT
City Engineer		7/5/2022 2:44 PM MDT
Hydrology Engineer		7/1/2022 11:36 AM MDT
Transportation Engineer	_____	_____
Construction Engr.		7/5/2022 4:31 PM MDT
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

_____ Date: _____ By: _____
 Received by City clerk _____