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DECLARATION AND AGREEMENT
REGARDING DRAINAGE, ACCESS
AND UTILITY EASEMENTS

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To Allow Subject
Site to drain
thru drainage
swale into inlet
A14D011

This Declaration and Agreement Regarding Drainage, Access and Utility Easements is made and executed this 21st day of July, 1993 by C.C. LIMITED, a New Mexico limited partnership (hereinafter referred to as "CC") and CORRALES OFFICE PLAZA, LTD., a New Mexico limited partnership (hereinafter referred to as "COP"), for themselves, their successors or assigns.

RECITALS

WHEREAS, CC is the owner of certain real property in Bernalillo County, New Mexico known as D-4-L, Seven Bar Ranch as shown on the replat entitled "Tracts D-4-G thru D-4-L, Seven Bar Ranch" City of Albuquerque, Bernalillo County, New Mexico, as recorded in the office of the Bernalillo County Clerk on June 5, 1992 in Vol. 92C, Folio 109 (hereinafter referred to as the "Property"); and

WHEREAS, COP is the owner of certain real property in Bernalillo County, New Mexico known as Tracts C-6A-1, 2 and 4, Seven Bar Ranch as shown on the replat entitled "Tracts C-6A-1 thru C-6A-4 (Being A Replat Of Tract C-6A, Seven-Bar Ranch), Seven-Bar Ranch", City of Albuquerque, Bernalillo County, New Mexico, as recorded in the office of the Bernalillo County Clerk on August 11, 1989, in Volume C39, Folio 138 (hereinafter referred to as the "Corrales Office Plaza Property"); and

WHEREAS, Seven Bar is presently replatting the Property and will record said replat in the records of Bernalillo County, therein creating two (2) subtracts of land referred to as Tract D-4-L-1 and D-4-L-2, Seven Bar Ranch (the "Subtracts"); and

WHEREAS, subsequent to the recordation of the above-mentioned replat. CC will convey a portion of the Property known as Tract D-4-L-1, Seven Bar Ranch to K & S General Partnership VII, a New Mexico general partnership, for the construction of storage units; and

WHEREAS, for the benefit of the owners of Tracts D-4-L-1, D-4-L-2, C-6A-1, 2, and 4, D-5 and D-4-K, its successors or assigns, certain drainage, access and utility easements and covenants need to be established to handle the surface storm waters, access and utilities; and

WHEREAS, the parties wish to establish certain private drainage, access and utility easements and covenants and associated rights of access and obligations of maintenance as required by the City of Albuquerque in connection with the subdivision of the Property.

NOW, THEREFORE, in consideration of the benefits and burdens relative to the Subtracts created by the subdivision, Seven Bar establishes the following easements and sets forth the following rights and obligations related to said easements.

A. Establishment of Easements.

CC, for itself, its successors or assigns, hereby declares, establishes, grants and conveys for the benefit of the owner of the Corrales Office Plaza Property and Tract D-4-L-1, their successors or assigns the following: 1) a non-exclusive 5' private drainage and sanitary sewer easement as reflected on Exhibit "A" attached hereto and located on Tract D-4-L-1 for the purpose of conveying and collecting surface storm water, including but not limited to, all developed and historical flows from the

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Corrales Office Plaza Property and Tract D-4-L-1, in and across the easements and for the installation of a sanitary sewer line; and 2) a non-exclusive 45' by 120' private temporary drainage pond easement as reflected on Exhibit "A" attached hereto and located on Tract D-4-L-1 for the purpose of conveying and ponding surface storm water, including but not limited to, all developed and historical flows from the Corrales Office Plaza Property and Tract D-4-L-1, in and across the easement; and 3) a non-exclusive 10' sanitary sewer and temporary drainage easement as reflected on Exhibit "A" attached hereto and located on Tract D-4-L-2 for the purpose of conveying and collecting surface storm water from Tract D-4-L-2, Tract D-4-K, Tract D-4-G and the private temporary drainage pond easement described in A.2) above, including but not limited to all developed and historical flows, and for the installation of a sewer line to service Tract D-4-L-1; and 4) an approximately 50' by 50' non-exclusive temporary public and private drainage easement as shown on the attached Exhibit "A" and located on Tract D-4-L-2 for the purpose of conveying and ponding surface storm water from Tract D-4-L-2, Tract D-4-K, Tract D-4-G, D-5, Ellison Drive, Calle Cuervo and the private temporary drainage pond easement described in A.2) above, including but not limited to all developed and historical flows; and 5) a non-exclusive 5' access, drainage and sanitary easement as shown on the attached Exhibit "A" and located on Tract D-4-L-1 for the purpose of allowing vehicular and pedestrian traffic, for the purpose of conveying and collecting surface storm water from the Corrales Office Plaza Property, including but not limited to all developed and historical flows and for installation of a sanitary sewer line; and 6) a 22.5' joint

access easement as shown on the attached Exhibit "A" and located on Tract D-4-L-2 for the purpose of allowing ingress and egress to the owners of Tracts D-4-L-1 and 2.

B. Maintenance.

Maintenance of the easements described in A.1) and 2) above, whether ordinary or extraordinary, capital or expense in nature, major or minor, shall be performed by the owner or owners of Tract D-4-L-1, its successors or assigns. Maintenance of the easements described in A.3) and 4) above, whether ordinary or extraordinary, capital or expense in nature, major or minor, shall be performed by the owner or owners of Tract D-4-L-2, its successors or assigns. Maintenance of the easements described in A.5) above, whether ordinary or extraordinary, capital or expense in nature, major or minor, shall be performed by the owner or owners of Tracts C-6A-1, 3 and 4, its successors or assigns. Maintenance of the easements described in A.6) above, whether ordinary or extraordinary, capital or expense in nature, major or minor, shall be performed by the owner or owners of Tracts D-4-L-1, its successors or assigns.

C. Access

CC, for itself and for its successors and assigns, hereby agrees to allow the present and the future owners of Tracts C-6A-1, C-6A-2, C-6A-4, D-4-L-1 and D-4-L-2 the right of ingress and egress on, above and across the respective easements for the purpose of maintaining the easements described above.

D. Reservation

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Each party to this Agreement hereby reserves unto itself, its successors or assigns, the right to use the easements for any purpose which will not interfere with the rights and easements hereby granted. All temporary easements conveyed hereby shall terminate and cease to exist at such time as they are no longer necessary for the purposes for which they were granted in this Agreement.

E. Reversionary

The development of Tract U-4-L-2 may require a permanent drainage facility to handle the storm drainage flows. It is anticipated that once a permanent drainage facility is constructed, the easements described in A.3) and 4) or a portion thereof will no longer be required to intercept and pond the flows. Therefore, as and to the extent that any easements are no longer necessary for the purpose of conveying or ponding surface storm waters, then it shall terminate and close to exist and all rights therein shall revert to the then owner of the tract upon which that portion of the easement is located.

F. Indemnification

Each party to this Agreement, its respective successors or assigns, hereby agree to save harmless all other parties hereto from any and all claims, losses or liability arising from or which might be claimed to arise from the acts or omissions of said party or its successors, assigns, tenants, employees, agents, licensees, contractors, guests, occupants, invitees and/or all other permittees relating directly or indirectly to its use of and

4758

maintenance of the above described easements for the purposes set forth herein.

G. Binding on Successors or Assigns

This Declaration and the terms, rights, conditions, restrictions and limitations contained herein with respect thereto shall burden and run with the Subtracts, shall be appurtenant to and run with the Subtracts and shall inure to the benefit of the Subtracts and any subsequent owner of the Subtracts and their respective successors or assigns. The benefits and burdens of this Declaration and covenants contained in this Declaration shall run with the Subtracts as covenants and equitable servitudes running with the land.

IN WITNESS WHEREOF, the parties set their hands and seals on the day first written above.

By: C.C. LIMITED, a New Mexico limited partnership,

By: SEVEN BAR LAND AND CATTLE COMPANY,
a New Mexico limited partnership,
its general partner

By: A. Rolfe Black
A. Rolfe Black, general partner

and,

By: CORRALES OFFICE PLAZA, LTD., a New Mexico limited partnership,

By: SEVEN BAR LAND AND CATTLE COMPANY,
a New Mexico limited partnership,
its general partner,

By: A. Rolfe Black
A. Rolfe Black, general partner

4759

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on July 21, 1993, by A. Rolfe Black, general partner of Seven Bar Land and Cattle Company, a general partner of C.C. Limited, a New Mexico limited partnership, on behalf of C.C. Limited.

Kimberly J. Minixie
Notary Public

My Commission Expires:

June 14, 1997

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on July 21, 1993, by A. Rolfe Black, general partner of Seven Bar Land and Cattle Company, a general partner of Corrales Office Plaza, Ltd., a New Mexico limited partnership, on behalf of Corrales Office Plaza, Ltd.

Kimberly J. Minixie
Notary Public

My Commission Expires:

June 14, 1997

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COUNTY OF BERNALILLO
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H-1234567890
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 Date: Apr 10 - 1973
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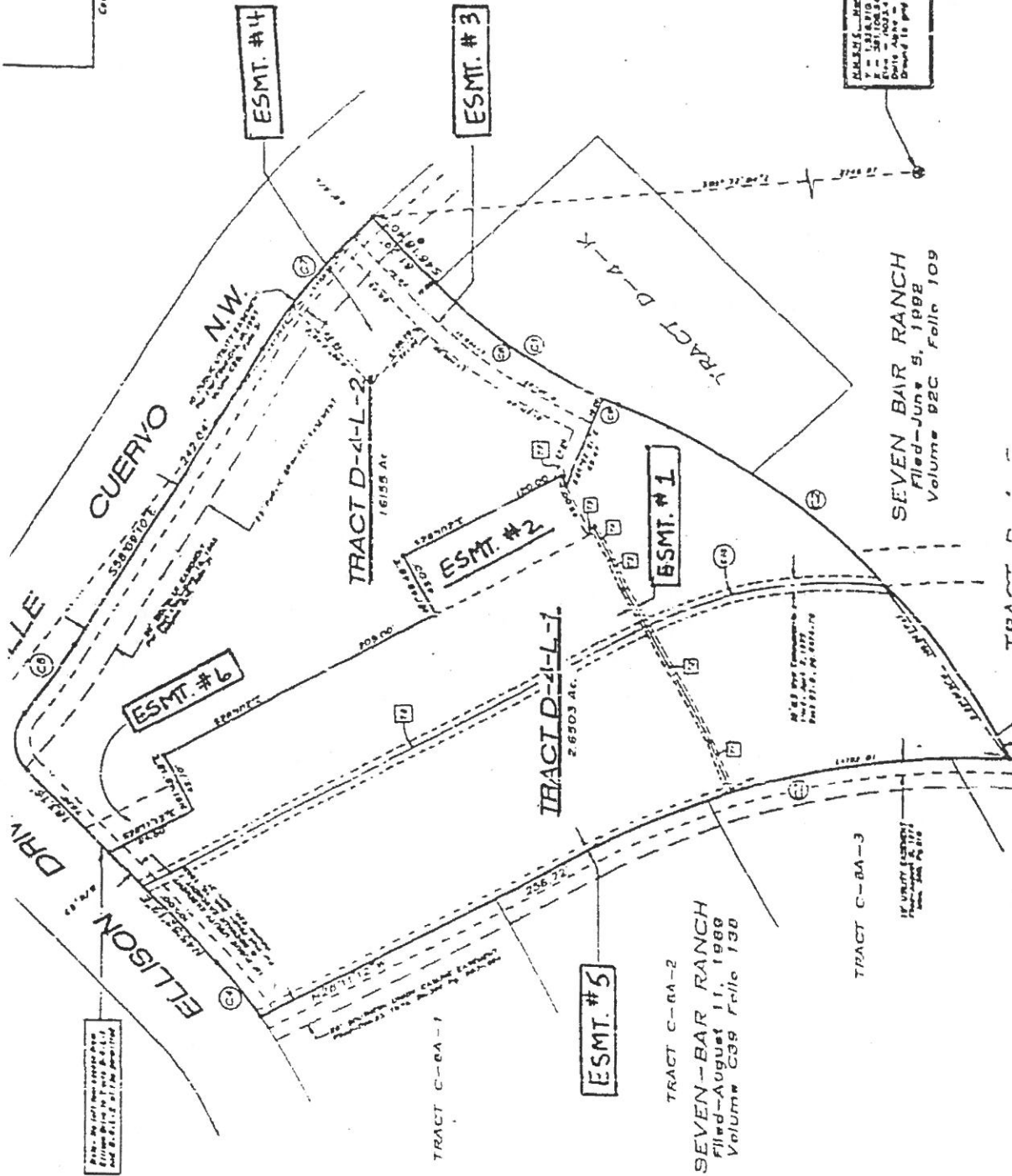


EXHIBIT "A"

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Return to: *See Q*

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Lawyer's Title Insurance Corp.

TI # *84275*

AMENDMENT TO DECLARATION AND AGREEMENT *970*
REGARDING DRAINAGE, ACCESS AND UTILITY EASEMENTS

THIS AMENDMENT is made this *28th* day of July, 1993, by and between Corrales Office Plaza, Ltd., a New Mexico limited partnership, and C.C. Limited, a New Mexico limited partnership.

This Amendment shall be deemed to amend and supplement that certain Declaration and Agreement Regarding Drainage, Access and Utility Easements (herein, the "Declaration") recorded in the Office of the Clerk of Bernalillo County, New Mexico, on July 21, 1993, in Book 93-19, Pages 4753 to 4760.

THEREFORE, in consideration of the Recitals (which are hereby incorporated into and shall be deemed part of this Agreement), of the covenants and agreements hereafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, it is agreed by and between the parties hereto as follows:

1. Each present and future owner of a tract of land burdened by an easement created in the Declaration may make any subsurface use of such easement which does not unreasonably interfere with use of the easement provided in the Declaration.
2. Each present and future owner of a tract of land burdened by an easement created in the Declaration may make any surface use of such easement which does not unreasonably interfere with the use of the easement provided in the Declaration.
3. Each present and future owner of a tract of land burdened by an easement created in the Declaration is granted the right to relocate such easement to a different location on the tract burdened by the easement provided that the relocation of such easement shall not materially affect the benefits of the easement as provided in the Declaration. Any expense related to the relocation of the easement shall be borne by the party desiring to relocate the easement.
4. Notwithstanding anything herein to the contrary, no party shall make surface or subsurface use of an easement, or relocate such easement, if such may violate an ordinance or regulation issued by a governmental agency having jurisdiction over the easement or its relocation or issues related thereto, unless said party first applies for and obtains the approval from such governmental agency to such use or relocation.
5. This Amendment may be changed, amended and supplemented only by written agreement signed by all owners of the tracts described in the Declaration.

Amendment to Declaration

Page 1

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
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RECORDED
INDEXED
CORDER

6. This Amendment shall be recorded in the real estate records for Bernalillo County, New Mexico.

7. This Amendment supplements and amends the terms of the Declaration. Unless specifically contradicted by the terms of this Amendment, the terms of the Declaration shall govern the obligations and rights of the parties.

THIS AMENDMENT is executed as of date above and amends and supplements the Declaration identified above.

Date: July 26th 1993

C.C., LTD.
a New Mexico limited partnership

By: Seven Bar Land and Cattle Company,
a New Mexico limited partnership,
its general partner

By: 
A. Rolfe Black, General Partner

Date: July 26th 1993

CORRALES OFFICE PLACE, LTD.
a New Mexico limited partnership

By: Seven Bar Land and Cattle Company,
a New Mexico limited partnership,
its general partner

By: 
A. Rolfe Black, General Partner

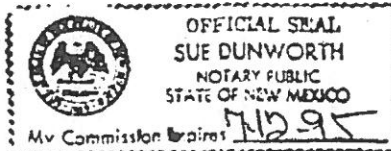
STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

3972

This instrument was acknowledged before me on 28th day of July, 1993, by A. Rolfe Black, as General Partner of Seven Bar Land and Cattle Company, a New Mexico limited partnership, as General Partner of Corrales Office Plaza, Ltd., a New Mexico limited partnership, in behalf of said partnership.

Sue Dunworth
Notary Public

My Commission Expires: _____



STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 28th day of July, 1993, by A. Rolfe Black, as General Partner of Seven Bar Land and Cattle Company, a New Mexico limited partnership, as General Partner of C.C., LTD., a New Mexico limited partnership, on behalf of said partnership.

Sue Dunworth
Notary Public

My Commission Expires: _____

