

16-0001

TEMPORARY PUBLIC DRAINAGE EASEMENT

B-10/D001

THIS GRANT OF TEMPORARY EASEMENT, is executed by and between CAPITAL ALLIANCE INVESTMENTS, L.L.C. a New Mexico limited liability company ("Grantor"), whose address is 6300 Jefferson St., N.E., Suite 102, Albuquerque, NM 87109, in favor of the CITY OF ALBUQUERQUE, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico 87103

1. Grant of Temporary Public Drainage Easement. The Grantor grants to the City an non-exclusive, temporary public drainage easement ("Easement"), as shown on Exhibit "A" for construction and maintenance of fill slopes, retaining walls, drainage channels, detention ponds/outfalls, and miscellaneous grading and drainage items to stabilize and complete the approved Grading & Drainage Plan for the Paradise View Subdivision, stamp dated received by the city of Albuquerque Hydrology Department on March 14, 2005 and stamped by Wilson & Company Engineer Stamp 3-13-05 (B10/D1) and referenced by the letter dated May 6, 2005 to Steve Metro from Bradley Bingham ("Public Improvements"), on, over, across, and through the property described on Exhibit "A", attached hereto ("Property"), together with the right of the City to operate, maintain, repair, replace and construct the Public Improvement and the right to remover trees, bushes, undergrowth and any other obstacles upon the Property if the City determines they interfere with the appropriate use of this Easement.

2. Binding on Grantors' Property. The grant and other provisions of this Easement constitute covenants running with title to the Property for the benefit of the City and its successors and assigns until terminated.

3. Termination. This easement will be terminated and released by the City when the City Engineer determines that the Public Improvements are no longer required and the Easement is thus no longer required.

4. Expenses. The Grantor will have no duty or obligation relating to the construction, maintenance or repair of the Public Improvements and no liability for the payment of any cost or expense attributable to the Easement, the construction of the Public Improvements, the removal of the Public Improvements or the restoration of the Property.

WITNESS my hand and seal this 3rd day of October, 2005.

GRANTOR :

CAPITAL ALLIANCE INVESTMENTS, LLC

By: [Signature]
Name: Mike MALLA
Title: Authorized Agent

Approved:

CITY OF ALBUQUERQUE

By: [Signature]
Name: City Engineer
Title: Richard D. [Signature]



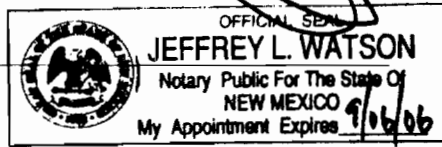
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Page: 1 of 6
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STATE OF NEW MEXICO)
)SS
COUNTY OF BERNALILLO)

This instrument was acknowledged before me this 3rd day of Oct, 2015 by Mike MARRA, its Authorized Agent, on behalf of CARIN ALVAREZ INVESTMENTS LLC

BY: 
Notary Public

My Commission Expires:
Revised 06/05



Mary Herrera

Bern. Co. EASE

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Page: 2 of 6

10/11/2005 04:25P

Bk-A105 Pg-546

MANAGEMENT AUTHORIZATION

The undersigned, being all of the members of CAPITAL ALLIANCE INVESTMENTS, LLC, a New Mexico limited liability company (the "Company"), represent, warrant and covenant that:

1. The Company is a limited liability company, formed and existing under the law of the state of New Mexico.

2. Any person, when dealing with any one of the Authorized Agents, named below, and authorized to act for the Company, (a) shall be entitled to accept the representations of the Authorized Agent, acting alone, that the purpose of exercising the authority herein given is within the scope of the business of the Company; (b) shall be under no obligation to make any inquiries in order to verify or confirm the Authorized Agent's authority; and (c) shall in no way be responsible any of the acts taken by the Authorized Agent by virtue of the authority herein given.

3. H. GRIFFIN PICKARD, JR., JEFFREY WATSON or MICHAEL L. MARRA (hereafter "Authorized Agent") are each separately authorized, empowered and directed to take all action on behalf of the Company that may necessary or required in the pursuance of the purposes and powers of and the management of the Company. The Authorized Agents are granted, without limitation, the right, power and authority to:

(a) execute such documents as the Authorized Agent may deem necessary or desirable for Company purposes, including but not limited to contracts, deeds, conveyances, documents concerning loans and including documents concerning Company bank accounts and other Company assets and activities;

(b) sell, assign, convey, lease, mortgage, or otherwise dispose of or deal with all or any part of the Company assets, including the execution, modification or amendment of agreements entered into by the Company;

(c) borrow money, upon any terms and conditions (including the subordination of such loans), grant mortgages and security interests in assets of the Company to secure indebtedness or other obligations of the Company or others, and guarantee indebtedness or obligations of others;

(d) perform or cause to be performed all of the Company's obligations under any agreement to which the Company is a party; and

(e) sign checks on Company accounts, grant powers of attorney to one or more persons, firms, or corporations with respect to the Company bank accounts, and execute and/or accept any instrument or agreement or power of attorney, incident to or connected with the Company business and in furtherance of its purposes (and any such



Mary Herrera

Bern. Co. EASE

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2005150965

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Page: 3 of 6

10/11/2005 04:25P

Bk-A105 Pg-546

instrument or agreement or power of attorney so executed or accepted by the Members in its name shall be deemed executed and accepted on behalf of the Company by the Members).

(a) to borrow the Loan from Lender, for and in the name of Company, and on such terms as may be agreed to by Authorized Agent; (b) to execute in Company's name for such moneys so borrowed, credits extended and interest, any notes, drafts, guaranties, applications for letters of credit and agreements of any type as evidence thereof.

4. The authority herein confirmed shall be retroactive and any and all acts authorized hereunder performed prior to the date hereof are hereby approved and ratified.

5. This Authorization shall remain in full force and effect until revoked and until any person acting in reliance hereof shall actually receive written notice of its revocation and discontinuance.

6. The undersigned hereby certify that they are all of the Members of the Company.

IN WITNESS WHEREOF this instrument is hereby executed this 22nd day of December, 2004

MEMBERS:

BUILDERS INVESTMENT COMPANY OF NEW MEXICO, LTD. CO.

By: [Signature]
Name: H. Griff Pickard, Jr.
Title: Authorized Agent

THE GOODING FAMILY LIMITED PARTNERSHIP

By: [Signature]
Name: Richard Gooding
Title: General Partner

[Signature]
Pierre Arnestoy

[Signature]
Soloman Travelstead



2005150965
6347014
Page: 4 of 6
10/11/2005 04:25P
Bk-R105 Pg-546

SL

EXHIBIT A

Sheet 1 of 2

TEMPORARY DRAINAGE AND GRADING EASEMENT
Within Tracts 2 and 3 SUNDANCE ESTATES

A parcel of land being designated as a "Temporary Drainage and Grading Easement" situate within the Town of Alameda Grant, projected Sections 10 and 11, Township 11 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being comprised of a portion of Tracts Numbered Two (2) and Three (3), SUNDANCE ESTATES, as the same are shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on December 13, 2004 in Volume 2004C, Folio 385, being more particularly described as follows:

Beginning at the intersection of Northeast Corner of said Tract 2 and the Southerly Right of Way of Paradise Boulevard NW, whence the A.C.S. Monument "B-C10" (Standard Brass Tablet) bears S.09°12'56"E. a distance of 4590.69 feet; thence,

S.31°27'01"E. along the Northeasterly line of said Tract 2 a distance of 498.04 feet to the Southwest Corner of Tract 1 SUNDANCE ESTATES (December 13, 2004 in Volume 2004C, Folio 385), the TRUE POINT OF BEGINNING; thence,

N.69°21'20"E. along the Southerly line of Tract 1, a distance of 1973.57 feet to the Southeast Corner of said Tract 1 being the most Northerly corner of said parcel herein described; thence,

S.20°38'40"E., a distance of 200.00 feet; thence,

S.69°21'20"W. and parallel to the Southerly line of said Tract 1, a distance of 200.00 feet; thence,

N.20°38'37"W., a distance of 170.00 feet to a point being 30 feet South of said Southerly line of said Tract 1; thence,

S.69°21'20"W. and parallel to said Southerly line of Tract 1, a distance of 738.58 feet; thence,

S.24°46'14"E., a distance of 400.03 feet; thence,

S.69°21'33"W., a distance of 400.00 feet to the most Southerly corner of said parcel herein described; thence,

N.24°46'14"W., a distance of 400.00 feet to a point being 30 feet South of said Southerly line of Tract 1; thence,

S.69°21'20"W. and parallel to said Southerly line of Tract 1, a distance of 628.73 feet to a point on a curve; thence,

Northwesterly, along a curve to the right through a central angle of 3°07'51" having a radius of 350.00 feet and an arc length of 19.13 feet (chord = N.33°00'56"W., 19.12') to a point of tangency; thence,

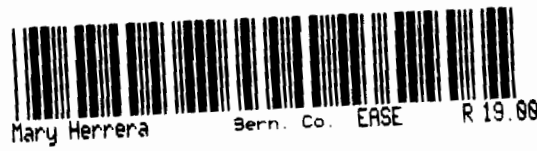
N.31°27'01"W., a distance of 11.53 feet to the most Westerly corner of said parcel herein described, the point of beginning and containing an area of 252,709.22 square feet or 5.8014 acres, more or less.


Christopher S. Croshaw NMPLS No. 14733



6-3-05
Date

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Page: 5 of 6
10/11/2005 04:25P
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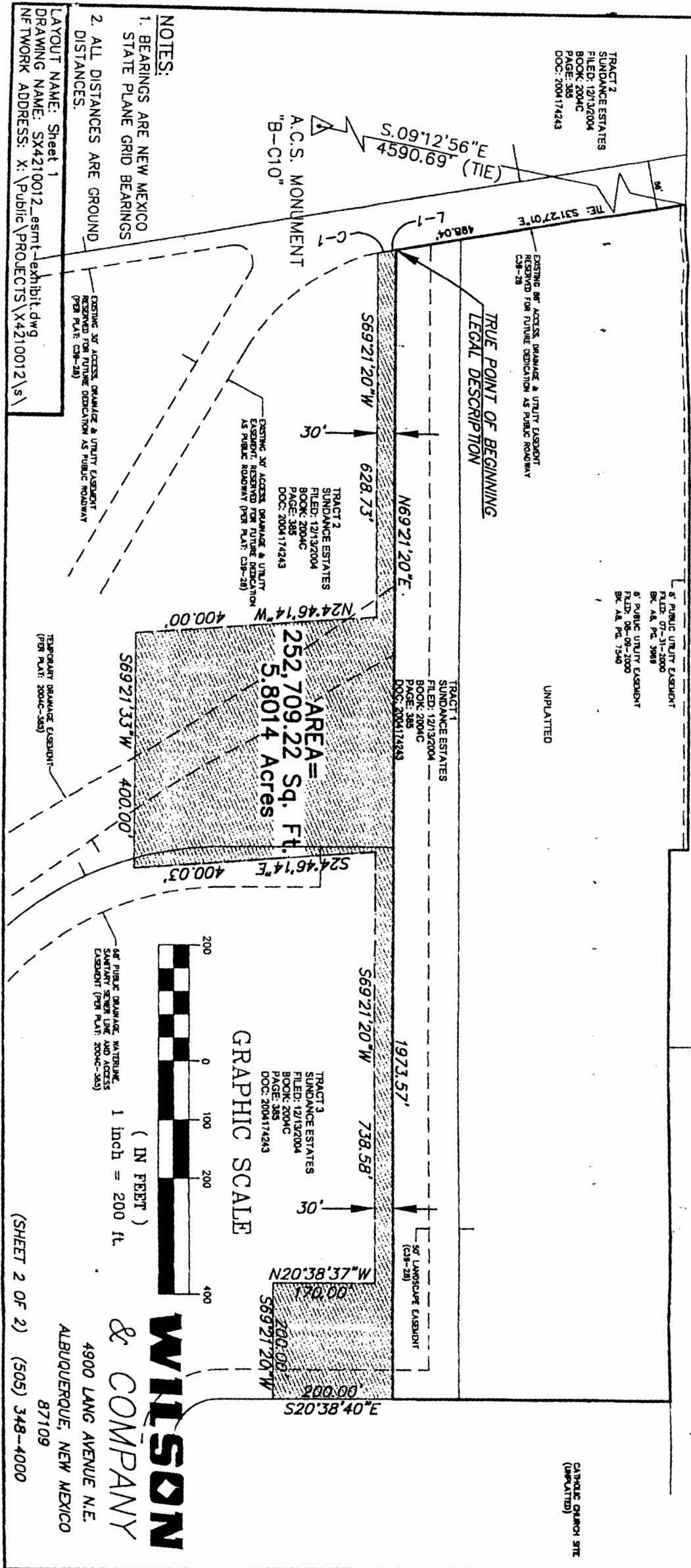
EXHIBIT A

TEMPORARY DRAINAGE AND GRADING EASEMENT

CURVE TABLE	Delta	Radius	Length	Tangent	Chord	Chord Bearing
C-1	307.51°	350.00'	19.13'	9.56'	19.12'	N33°00'56"W

LINE TABLE	Bearing	Distance
L-1	N31°27'01"W	11.53'

PARADISE BLVD., N.W.



NOTES:
 1. BEARINGS ARE NEW MEXICO STATE PLANE GRID BEARINGS
 2. ALL DISTANCES ARE GROUND DISTANCES.

LAYOUT NAME: Sheet 1
 DRAWING NAME: SX4210012_esmt_exhibit.dwg
 NETWORK ADDRESS: X:\Public\PROJECTS\X4210012\



WILSON & COMPANY
 4900 LANG AVENUE N.E.
 ALBUQUERQUE, NEW MEXICO
 87109
 (SHEET 2 OF 2) (505) 348-4000

ADDENDUM TO COVER PAGE

10-10-25
(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT NAME: Haradon View Subst PROJECT # 762081

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted.

ITEM	ACTION		Comments
	Review & Approval	Reference	
Procedure "A".....	□□□□	□□□□	_____
Procedure "B".....	□□□□	□□□□	_____
Procedure "B" Modified Non Work Order.....	□□□□	□□□□	_____
Procedure "C".....	□□□□	□□□□	_____
Procedure "C" Modified.....	□□□□	□□□□	_____
Special Agreement.....	□□□□	□□□□	_____
Sidewalk Deferral Agreement.....	□□□□	□□□□	_____
Amendment.....	□□□□	□□□□	_____
Assignment.....	□□□□	□□□□	_____
Financial Guarantee.....	□□□□	□□□□	_____
Construction Paperwork:			
Contractors Proposal.....	□□□□	□□□□	_____
Performance/Warranty Bonds.....	□□□□	□□□□	_____
Labor/Material Bonds.....	□□□□	□□□□	_____
Certificate of Insurance.....	□□□□	□□□□	_____
Engineers Cost Estimate.....	□□□□	□□□□	_____
Extension.....	□□□□	□□□□	_____
Release/Agreement.....	□□□□	□□□□	_____
Release/Financial Guarantee.....	□□□□	□□□□	_____
Calling Notice.....	□□□□	□□□□	_____
Letter of Commitment.....	□□□□	□□□□	_____
Reduction Letter.....	□□□□	□□□□	_____
License Agreement.....	□□□□	□□□□	_____
Monitoring Well Permit.....	□□□□	□□□□	_____
Agreement & Covenant.....	□□□□	□□□□	_____
Drainage Covenant.....	□□□□	□□□□	_____
Revocable Permit.....	□□□□	□□□□	_____
Encroachment.....	□□□□	□□□□	_____
Permanent Easement.....	□□□□	□□□□	_____
Temporary Easement.....	□□□□	□□□□	_____
Power of Attorney.....	□□□□	□□□□	_____
Certificate of Work Order Completion.....	□□□□	□□□□	_____
Certificate of Completion and Acceptance.....	□□□□	□□□□	_____
Grading & Drainage Certification.....	□□□□	□□□□	_____
Notice of Acceptance - Centerline Monu.....	□□□□	□□□□	_____
Corporate Resolution.....	□□□□	□□□□	_____

Other:

Please Call _____ at _____ if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments (_____)