

## TEMPORARY PUBLIC DRAINAGE EASEMENT

THIS GRANT OF TEMPORARY EASEMENT, by and between Randall Homes, LLC, PO Box 90848 Albuquerque, NM 87199, and 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 exclusive, temporary public drainage easement ("Easement"), for a Temporary Detention Pond ("Public Improvement"), on, over, across, and through the property described below ("Property"), together the right of the City to operate, maintain, repair, replace and construct the Public Improvement and the right to remove trees, bushes, undergrowth and any other obstacles upon the Property if the City determines they interfere with the appropriate use for the Easement. The property is described as follows:

*Lot 4, Block 12, Unit 3, Tract 1, NAA, filed in Bernalillo County clerk's office  
9/10/31, Vol D1, Folio 121*

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

**3. Binding on Grantor's 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.

**4. Temporary.** This Easement will be released by the City when the City Engineers determine that the Easement is no longer required.

WITNESS MY HAND AND SEAL THIS March 14 DAY OF March, 2003.

APPROVED:

[Signature]  
CITY ENGINEER

GRANTOR:

BY: [Signature]

ITS: [Signature]

STATE OF NEW MEXICO )  
 ) SS  
COUNTY OF BERNALILLO )

This Instrument was acknowledged before me this 14 day of March, 2003 by Randall Schmile, its Managing Member, on behalf of Randall Homes, LLC.

My Commission Expires: 12/14/05

[Signature]  
NOTARY PUBLIC

CHARRITTE LARES

NOTARY PUBLIC - STATE OF NEW MEXICO

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My commission expires: 3/14/05



Maru Herrera

Bern. Co. EASE

R 11.00

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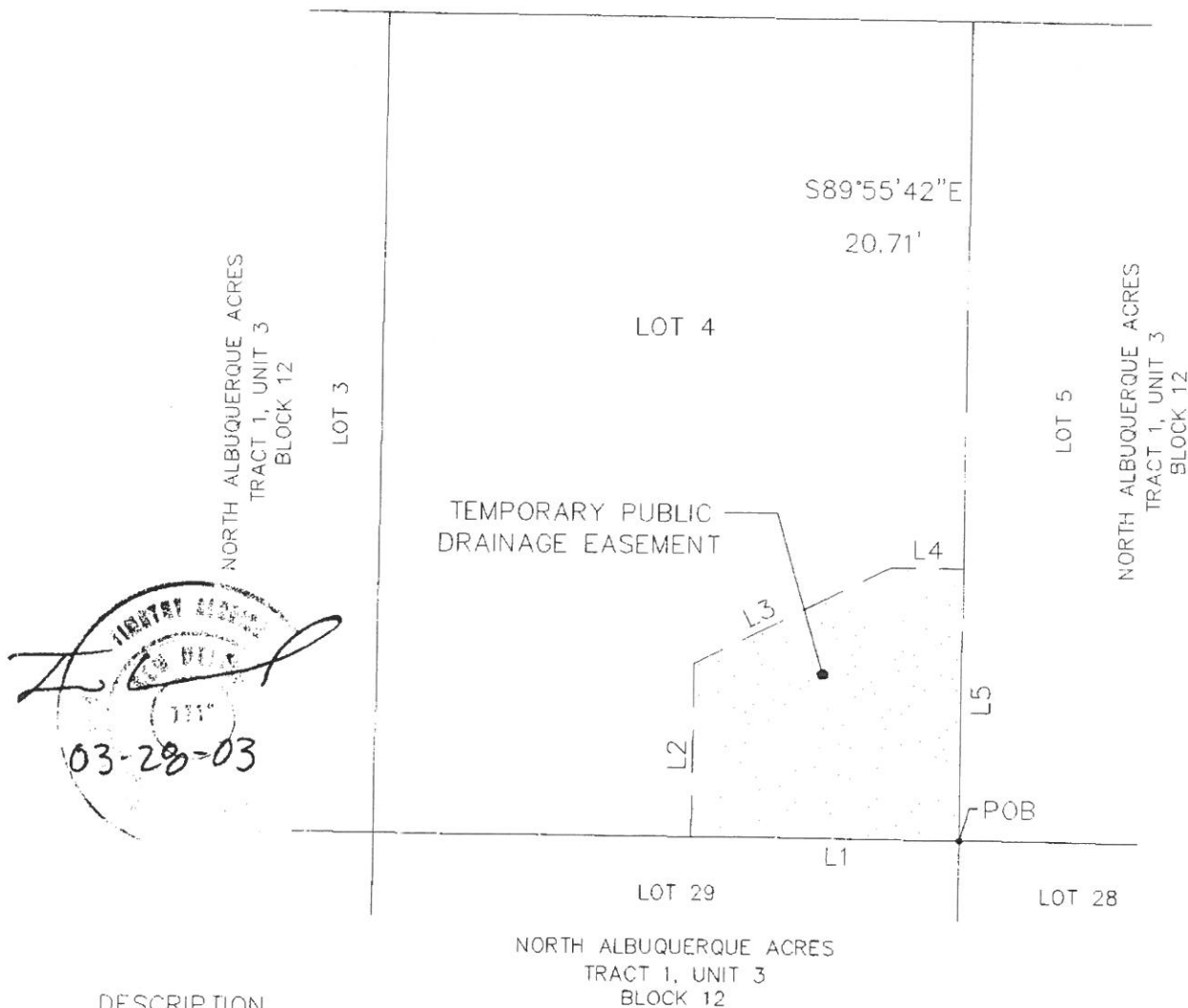
"EXHIBIT A"  
TEMPORARY PUBLIC DRAINAGE EASEMENT



SCALE: 1" = 50'

GLENDALE AVENUE N.E.

LINE	DIRECTION	DISTANCE
L1	N89°42'28"W	76.00'
L2	N00°04'18"E	49.83'
L3	N63°15'04"E	61.96'
L4	S89°55'42"E	20.71'
L5	S00°04'18"W	78.08'



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 Maru Herrera

DESCRIPTION

A Temporary Public Drainage Easement within LOT 4, BLOCK 12, TRACT 1, UNIT 3, NORTH ALBUQUERQUE ACRES as the same is shown and designated on said plat filed for record in the office of the County Clerk of Bernalillo County, New Mexico on September 10, 1931 in Volume D, Folio 121 and being more particularly described as follows:

BEGINNING at the southeast corner of the herein described easement said point being common with the southeast corner of said LOT 4;

THENCE N 89°42'28" W, 76.00 feet to the southwest corner;

THENCE N 00°04'18" E, 49.83 feet to a point;

THENCE N 63°15'04" E, 61.96 feet to a point;

THENCE S 89°55'42" E, 20.71 feet to the northeast corner;

THENCE S 00°04'18" W, 78.08 feet to the point of beginning and containing 0.1182 acres more or less.

300

702781

PERMANENT EASEMENT

Grant of Permanent Easement, between Randall Homes, LLC ("Grantor"), whose address is PO Box 90848, Albuquerque, NM 87199 and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico 87103.

Grantor grants to 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 a public drainage easement together with the right to remove trees, bushes, undergrowth and any other obstacles upon the Property if 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 Grantors 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 financially or otherwise responsible for rebuilding or repairing of 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 City and its successors and assigns until terminated.

WITNESS my hand and seal this 24 day of Sept, 2002.

APPROVED:

[Signature]  
City Engineer

4-18-03  
Dated

GRANTOR:

[Signature]  
(Individual)

GRANTOR: Randall Homes, LLC

By: [Signature]

Its: Managing Member

(Corporation or Partnership)



INDIVIDUAL

STATE OF NEW MEXICO )  
 ) SS  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

CORPORATION

STATE OF NEW MEXICO )  
 ) SS  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ of \_\_\_\_\_,  
on behalf of the Corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

LIMITED LIABILITY COMPANY

STATE OF NEW MEXICO )  
 ) SS  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on 24 day of Sep, 2002,  
by Randy Schmille, managing member, on behalf of Randall Homes, LLC, a New Mexico  
limited liability company.

My Commission Expires:

12/14/05

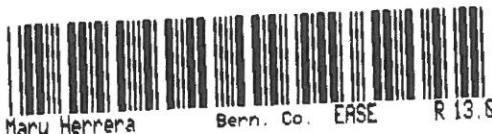


Bernadette Mares  
Notary Public  
BERNADETTE MARES  
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 12/14/05

(EXHIBIT "A" ATTACHED)

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"EXHIBIT A"  
20' PUBLIC DRAINAGE EASEMENT



SCALE: 1" = 50'

LINE	DIRECTION	DISTANCE
L1	S00°04'18"W	233.58'
L2	N89°42'28"W	20.00'
L3	N00°04'18"E	233.69'
L4	S89°36'37"E	20.00'

LENDALE AVENUE N.E.

L4 POB

20' PUBLIC  
DRAINAGE EASEMENT

LOT 4

L3

L1

LOT 5

NORTH ALBUQUERQUE ACRES  
TRACT 1, UNIT 3  
BLOCK 12

NORTH ALBUQUERQUE ACRES  
TRACT 1, UNIT 3  
BLOCK 12

LOT 3

L2

LOT 29

LOT 28

NORTH ALBUQUERQUE ACRES  
TRACT 1, UNIT 3  
BLOCK 12

*[Handwritten signature]*  
01-20-03

DESCRIPTION

A 20' Public Drainage Easement within LOT 4, BLOCK 12, TRACT 1, UNIT 3, NORTH ALBUQUERQUE ACRES as the same is shown and designated on said plat filed for record in the office of the County Clerk of Bernalillo County, New Mexico on September 10, 1931 in Volume D, Folio 121 and being more particularly described as follows:

BEGINNING at the northeast corner of the herein described easement said point being common with the northeast corner of said LOT 4;

THENCE S 00°04'18" W, 233.58 feet to the southeast corner;

THENCE N 89°42'28" W, 20.00 feet to the southwest corner;

THENCE N 00°04'18" E, 233.69 feet to the northwest corner;

THENCE S 89°36'37" E, 20.00 feet to the point of beginning and containing 0.1073 acres more or less.

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Bern. Co. EASE  
Naru Herrera