

90-6409

C19/0006

3355
CON # 9000465
9000645
2428

TEMPORARY EASEMENT

This grant of Temporary Easement, between [state the name of the present real property owner exactly as shown on the real estate document conveying title to the present owner and state the legal status of the owner, for example, "single person," "husband and wife," "corporation of the State of X," "partnership":] James A. Parker, P.O. Box 253 Albuquerque 87103 and James A. Borland, 222 14TH, NW Albuquerque 87104 "Grantor"), whose address is _____

and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P. O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Grantor signs this Temporary Easement.

1. Recital. Grantor is the owner of certain real property located at [give general description, for instance, subdivision, lot and block or street address:] Lot 31, Block 17, Tract, 2, Unit 3 North Albuquerque Acres in Bernalillo County, New Mexico (the "Property").

2. Grant of Easement. The Grantor grants to the City a temporary easement ("Temporary Easement") in, over, upon and across the Property for [state the kind of easement, for example, "public street and highway purposes (including all utilities)," "water line," "sewer line," etc.:] Temporary Public Storm Drainage Easement - See Exhibit "A"

The Temporary Easement is more particularly described in the attached Exhibit A. [State on the exhibit either the metes and bounds description of the Temporary Easement or state the exact dimensions and location in a manner which would enable a surveyor to locate the Temporary Easement on the ground.] ~~THE TEMPORARY EASEMENT IS GRANTED IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT TO GRANT EASEMENT BETWEEN GRANTORS AND THE PUBLIC COMPANY DATED 12-6-89.~~

The grant of the Temporary Easement includes the right of the City to enter upon the Temporary Easement at any time for inspection, installation, maintenance, repair or modification and the right to remove trees, bushes, undergrowth and any other obstacles if the City determines they interfere with the appropriate use of the Temporary Easement. This grant includes the right of access to the easement across the Grantor's adjoining property.

Grantor agrees for itself and its successors in interest that it has been paid in valuable consideration and that the grant of this Temporary Easement is not a gift or donation.

This Temporary Easement is worded pursuant to the provisions of §§47-1-27 to 47-1-44, NMSA 1978 or successor statutes.

3. Ownership Offer. Grantor states that it is the owner in fee simple of the Property and that it has a good lawful right to convey the Property or any part thereof.

(Approved by Legal Dept.
as to form only-6/15/86)

4. Binding on Grantor's Property. The grant and other provisions of this Temporary Easement constitute covenants running with the land for the benefit of the City and its successors and assigns until terminated.

5. Termination of Temporary Easement. This Temporary Easement shall remain in effect until [state date of termination or event which will cause Temporary Easement to end:] Upon construction of permanent storm drainage facilities @Wyoming/Anaheim, N.M. ("Termination"). Upon Termination and demand by the Grantor the City will execute and deliver to Grantor a release of this Temporary Easement.

6. Indemnification. As a part of the consideration for this grant, subject to the provisions of the New Mexico Tort Claims Act and all other applicable New Mexico laws, the City agrees to save Grantor harmless from any and all liability arising from the City's negligent use of the Temporary Easement for the purposes set forth herein. The City does not agree to save Grantor harmless from any liability which may arise from Grantor's use of the Temporary Easement and the Property.

7. Form Not Changed. Grantor agrees that changes to this form are not binding upon the City unless initialed by the Grantor and approved and signed by the City Legal Department in writing on this form.

CITY OF ALBUQUERQUE

Approved:

By:

Title:

Dated:

STATE OF New Mexico)

COUNTY OF Bernalillo)

ss

GRANTOR: JAMES A. PARKER

By:

Its:

Dated: 1-8-90

GRANTOR: JAMES A. BORLAND

By:

Its:

Dated: 1-10-90

The foregoing instrument was acknowledged before me this 8 day of Jan., 1990, by [name of person signing:] James A. Parker, [title or capacity, for instance, "President" or "Owner":] Owner of [name of the entity which owns the Property if other than the individual signing, for instance, the name of the corporation, partnership, or joint venture:] _____.

Sharon K Moore
Notary Public

My Commission Expires:

8-30-90

(Approved by Legal Dept.
as to form only-6/15/86)

44444444

2430

STATE OF New Mexico)
) SS
COUNTY OF Bernalillo)

The foregoing instrument was acknowledged before me this 10 day
of January, 1990, by James A. Borland, [title or capacity,
for instance, "President" or "Owner":] Owner of [name of
the entity which owns the Property if other than the individual signing, for
instance, the name of the corporation, partnership, or joint venture:] _____

Sharon K Moore
Notary Public

My Commission Expires:

8/30/90

EXHIBIT "A"

2431

DESCRIPTION OF TEMPORARY PUBLIC STORM DRAINAGE EASEMENT

The twenty (20) most Easterly feet of Lot 31, Block 17, Tract Two, Unit Three, North Albuquerque Acres, all being the same as 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 (Book D-1, Page 20).

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

90 JAN 24 PM 3:44

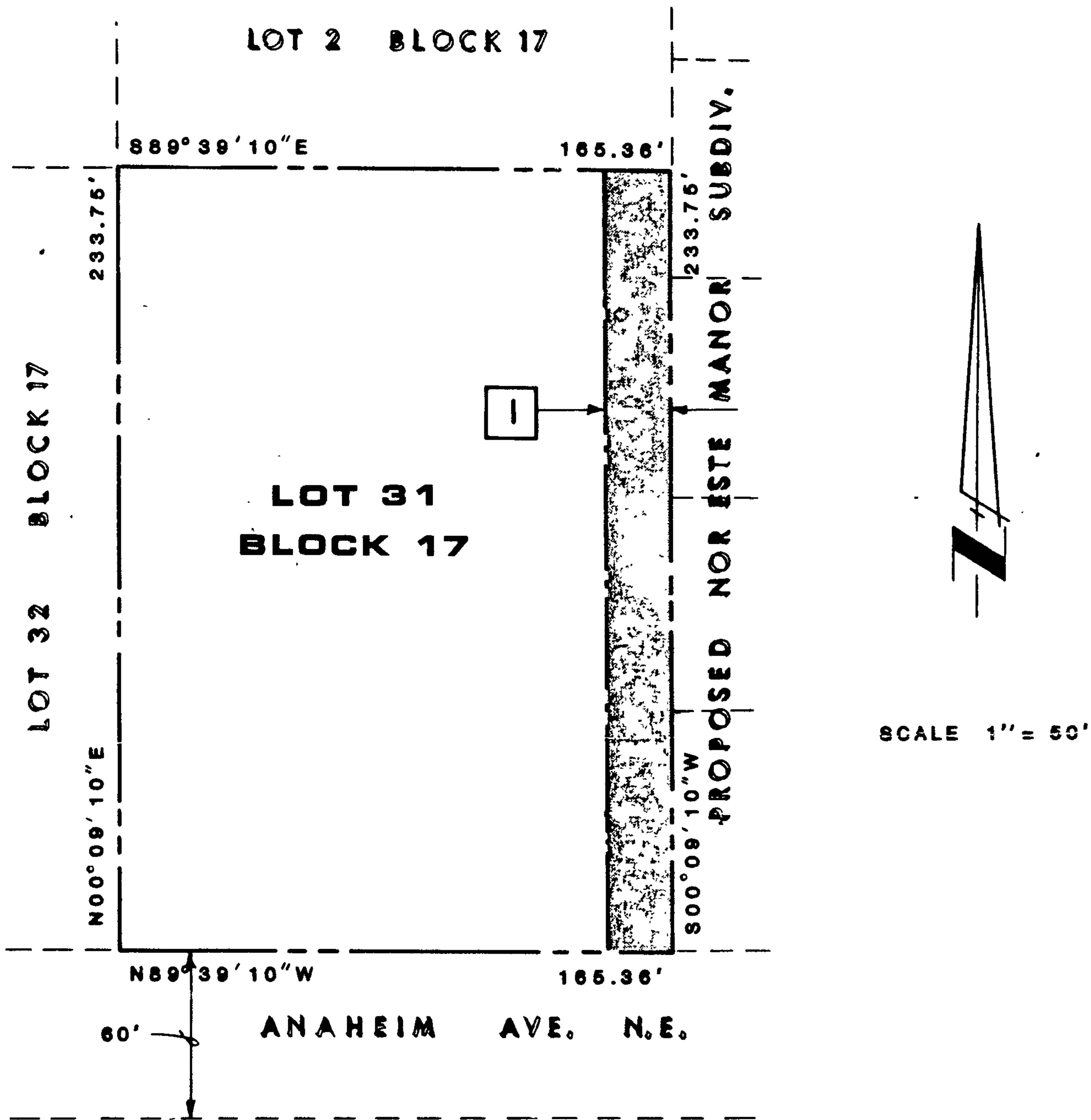
EX BCR 902 PG 2428-2436
GLADYS M. DAVIS
CO CLERK & RECORDER

DEPUTY

PROPOSED PUBLIC STORM DRAINAGE EASEMENT WITHIN

2432

LOT 31, BLOCK 17, NORTH ALBUQUERQUE ACRES, TRACT 2, UNIT 3



PROPOSED 20' WIDE PUBLIC STORM DRAINAGE EASEMENT

NOTES :

1. BEARING & DISTANCES PER FIELD SURVEY BY EH&A
2. VACATION OF THIS EASEMENT IS SUBJECT TO CONSTRUCTION OF FUTURE DOWNSTREAM STORM DRAINAGE FACILITIES.

eh

ESPEY, HUSTON & ASSOC. INC.
Engineers • Planners • Surveyors
317 COMMERCIAL STREET N.E.
ALBUQUERQUE, NEW MEXICO 87102
(505) 242-1909

10-17-89

A G R E E M E N T

2433

THIS AGREEMENT dated this 6th day of December, 1989, is by and between THE PRESLEY COMPANIES, a California corporation, hereinafter referred to as "Presley," and JAMES A. PARKER and JAMES A. BORLAND, hereinafter "Parker and Borland."

1. Parker and Borland are the owners of Lots numbered 31 and 32, in Block Seventeen (17), Tract 2, Unit 3, NORTH ALBUQUERQUE ACRES, Bernalillo County, New Mexico.

2. Presley wishes to acquire a temporary public storm drainage easement which will pass over and across Lot 31 in the area and location shown on the survey prepared by Espey-Huston & Associates, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

3. The exact length of term of the easement is at present unknown, but in any event the easement shall terminate at such time as the permanent improvements are installed by the City of Albuquerque in Anaheim Boulevard. During the life of the easement that portion of Lot 31 subject to the easement will contain storm sewer facilities installed by Presley at its expense.

The facilities shall be Class 3 reinforced concrete pipe, 42 inches in diameter, with a burial depth of four feet to six feet. Backfill of the pipe shall require 12-inch soil lifts placed at 95% compaction, as required by the applicable geotechnical engineering recommendations. Copies of the soil compaction test results shall be available to Parker and Borland. At such time as the pipe is abandoned, Presley shall comply with any pipe venting requirements

imposed by the City of Albuquerque.

4. In consideration of the grant of easement, Presley will do the following at its sole expense and unless otherwise stated:

A. Presley will install or cause to be installed the sewer and water line extensions in Anaheim Boulevard and will thereafter waive payment of any pro rata assessment by Parker and Borland as to their portion of the expense incurred for tie-in charges or installation of those facilities. Presley will also install a sewer service stub-out to the property line common to Lots 31 and 32.

B. Presley will install or cause to be installed permanent paving in Anaheim Boulevard the length of the frontage of Lots 31 and 32 on Anaheim Boulevard up to the future right-of-way line of Wyoming Boulevard.

C. Presley will level and fill those portions of Lots 31 and 32 so as to preserve a reasonable appearance of the property in its exposure to public view. Such filling and grading will not include any compaction nor site preparation for construction for general or any particular purpose, and Presley will not warrant that the lots are or have been prepared for installation of footings or other construction. Parker and Borland or their successors will be responsible for any further engineering compaction and site work.

D. Presley will comply with the City of Albuquerque requirement with regard to the Environmental Health Department Top Soil Disturbance Program and will obtain a Top Soil Disturbance

Permit and comply with the terms and conditions contained therein with reference to Lots 31 and 32.

5. Attached hereto as Exhibit "B" is a document which describes the improvements to be done by Presley as provided in Paragraphs 4A thru D hereof.

6. Addresses for purposes of notices are as follows:

THE PRESLEY COMPANIES
1909 Carlisle N.E.
Albuquerque, New Mexico 87110

JAMES A. PARKER
~~1113 Madison N.E.~~ P.O. Box 253
Albuquerque, New Mexico ~~87110~~
87103

JAMES A. BORLAND
222 14th N.W.
Albuquerque, New Mexico 87104

7. This Agreement shall be binding upon the heirs, successors in interest, and assigns of the parties.

EXECUTED the day and year first above written.

THE PRESLEY COMPANIES

By Louis J. Whit

Its S. VP

James A. Parker
JAMES A. PARKER

James A. Borland
JAMES A. BORLAND

44
44
44
44

2436

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

The foregoing instrument was acknowledged before me this
6 day of December, 1989, by Lewis N Wilmot,
_____ of THE PRESLEY COMPANIES, a California
corporation, on behalf of said corporation.

My commission
expires 8/30/90.

Sharon K Moore
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this
6 day of December, 1989, by JAMES A. PARKER.

My commission
expires 8/30/90.

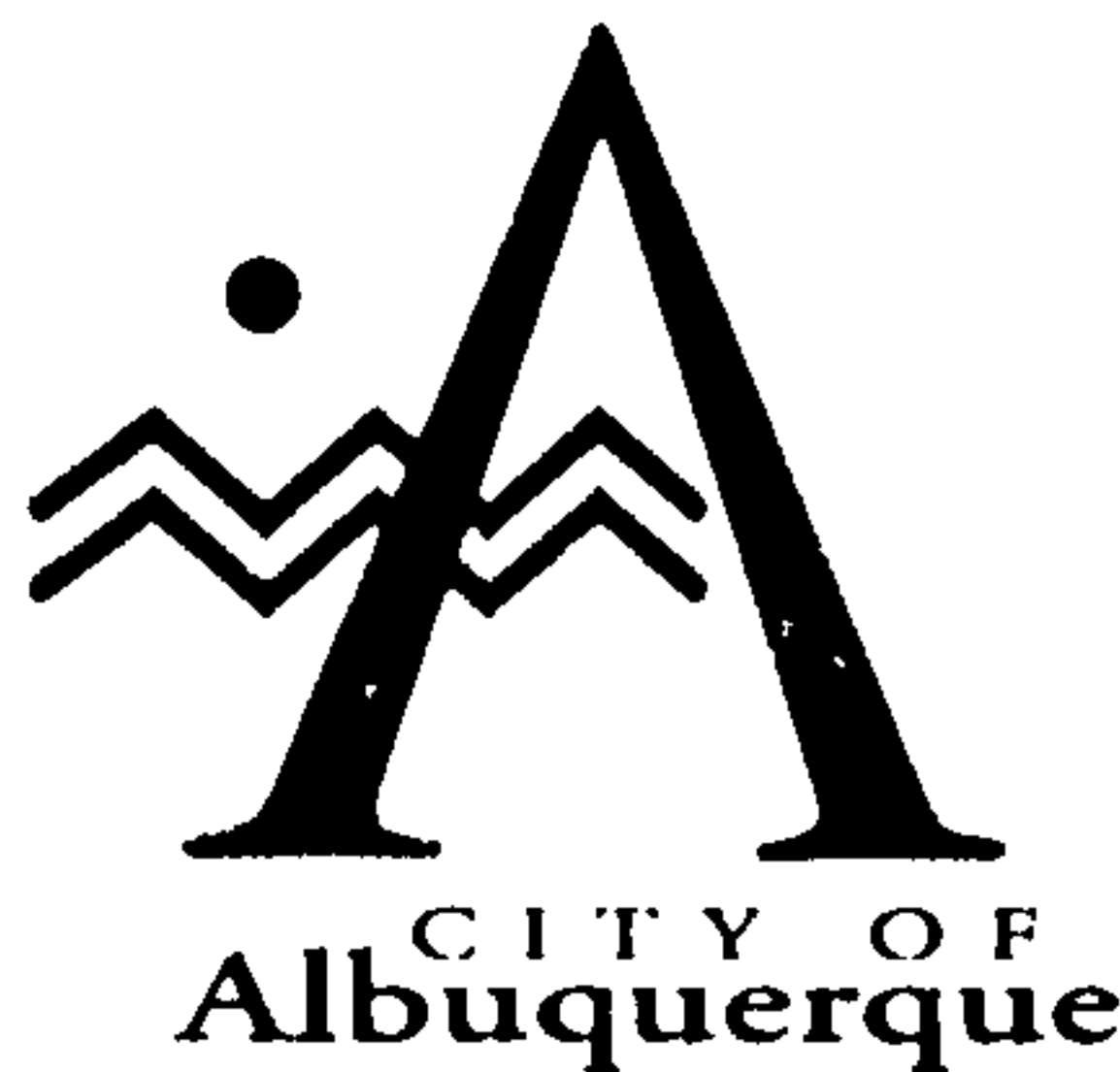
Sharon K Moore
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this
6 day of December, 1989, by JAMES A. BORLAND.

My commission
expires 8/30/90.

Sharon K Moore
NOTARY PUBLIC



Public Works Department
March 17, 1996

Martin J. Chávez, Mayor

Robert E. Gurulé, Director

R.P. Bohannon
Easterling & Associates, Inc
10131 Coors Road NW
Suite H-7
Albuquerque, NM 87114

**RE: LACUEVA CORONA SUBDIVISION (C19-D6). GRADING AND DRAINAGE PLAN
FOR FINAL PLAT APPROVAL. ENGINEER'S STAMP DATED MARCH 6, 1997.**

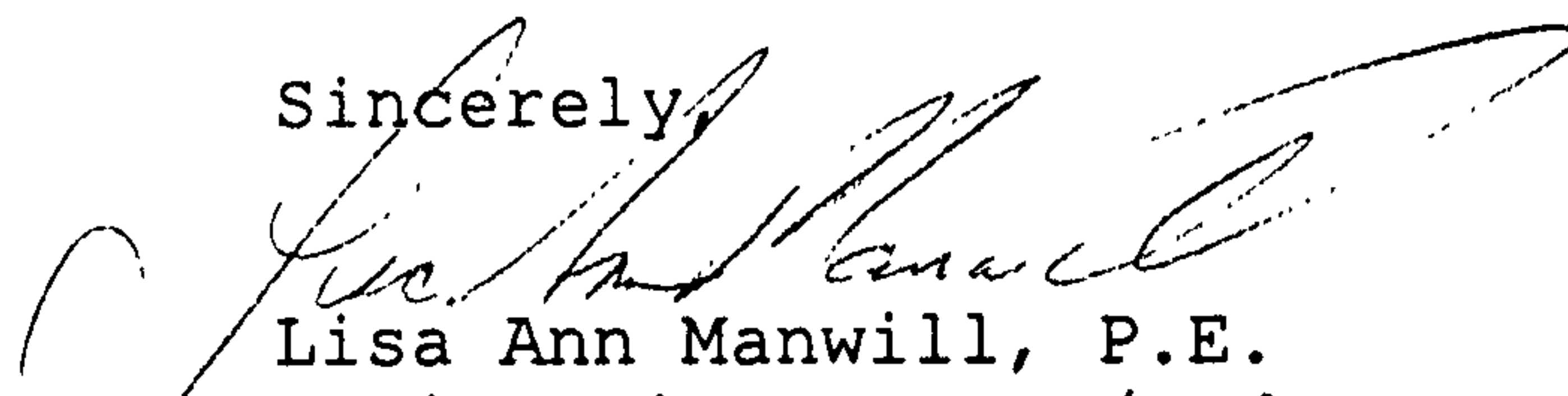
Dear Mr. Bohannon:

Based on the information provided on your March 7, 1997 submittal, the above referenced project is approved for Final Plat.

Please provide this office with an Engineer's Certification for grading and drainage prior to release of financial guarantees.

If I can be of further assistance, please feel free to contact me at 924-3984.

Sincerely,



Lisa Ann Manwill, P.E.
Engineering Assoc./Hyd.

c: Andrew Garcia
File-->

Good for You, Albuquerque!

P.O. Box 1293, Albuquerque, New Mexico 87103





City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

February 12, 1999

R. P. Bohannon, P.E.
Easterling & Associates, Inc.
2600 American Road SE, Suite 100
Rio Rancho, New Mexico 87124

***RE: Grading and Drainage Certification for La Cueva Corona Subdivision (C19/D6)
Submitted for Release of Financial Guarantees, Engineer's Stamp Dated 1/5/99.***

Dear Mr. Bohannon:

The above referenced plan is adequate to satisfy the Grading and Drainage Certification requirement per the Infrastructure List dated January 28, 1997, and revised on July 22, 1997, for the release of the Subdivision Improvements Agreement.

If you have any questions, or if I may be of further assistance to you, please call me at 924-3982.

Sincerely,

Susan M. Calongne, P.E.
City/County Floodplain Administrator

c: Terri Martin, City Project #565381

File



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

December 10, 1997

J. Martin Lewis
Easterling & Associates, Inc.
10131 Coors Road NW
Suite H-7
Albuquerque, NM 87114

RE: LA CUEVA CORONA SUBDIVISION (C19-D6). UPDATED GRADING AND DRAINAGE PLAN FOR FINAL PLAT, GRADING, AND PAVING PERMIT APPROVAL. ENGINEER'S STAMP DATED NOVEMBER 21, 1997.

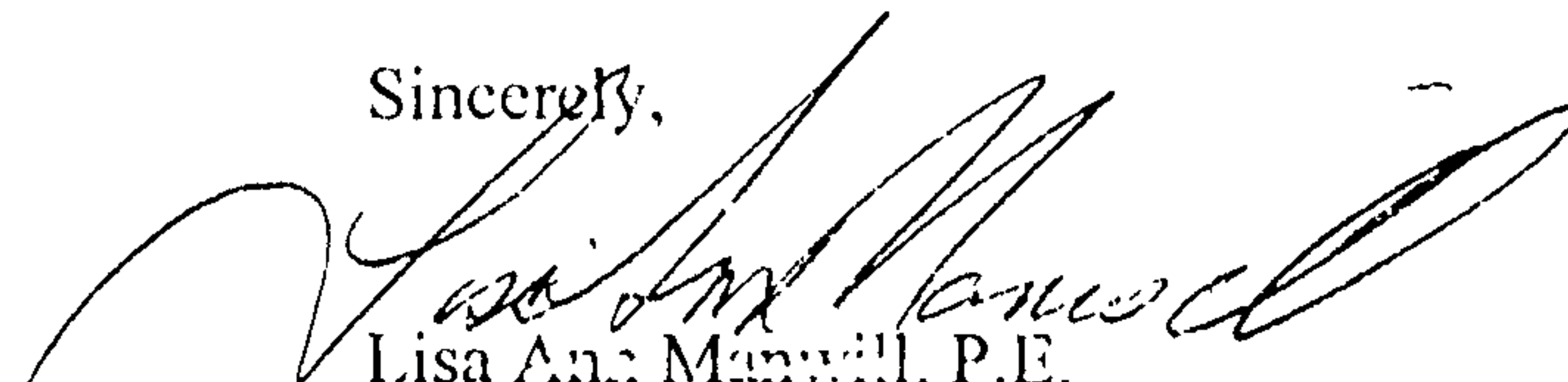
Dear Mr. Lewis:

Based on the information provided on your November 24, 1997 submittal, the above referenced project is approved for Final Plat, Grading, and Paving Permits.

An Engineer's Certification will be required upon completion of construction.

If I can be of further assistance, please feel free to contact me at 924-3984.

Sincerely,



Lisa Ann Manwell, P.E.
Hydrology

c: Andrew Garcia
File



CITY OF
Albuquerque

Public Works Department
January 27, 1996

Martin J. Chávez, Mayor

Robert E. Gurulé, Director

R.P. Bohannon
Easterling & Associates, Inc
10131 Coors Road NW
Suite H-7
Albuquerque, NM 87114

**RE: LACUEVA CORONA SUBDIVISION (C19-D6). GRADING AND DRAINAGE PLAN FOR
PRELIMINARY PLAT, FINAL PLAT, AND GRADING PERMIT APPROVAL. ENGINEER'S
STAMP DATED JANUARY 17, 1997.**

Dear Mr. Bohannon:

Based on the information provided on your January 21, 1997 submittal, the above referenced project is approved for Preliminary Plat and Grading Permit. Prior to Final Plat or Work Order approvals, please address the following comments:

1. Under the paragraph titled "METHOD," please delete the word "Conceptual."
2. Prior to final plat approval, a maintenance agreement for the temporary retention pond will have to be resolved.
3. You will need to fence the 3-foot retention pond. Retention ponds greater than 18-inches must be fenced.
4. Show finish pad elevation to mean sea level.
5. On section A-A, show future 24-inch RCP from pond to Wyoming. The details can be cleared up at DRC, however, I'd like to see the general idea on the referenced section.
6. Provide an overflow for the double "C" inlet.

If I can be of further assistance, please feel free to contact me at 924-3984.

Sincerely,


Lisa Ann Manwill
Engineering Assoc./Hyd.

c: Andrew Garcia

~~File~~

Good for You, Albuquerque!

P.O. Box 1293, Albuquerque, New Mexico 87103

