

GRANT OF EASEMENT
FOR RETAINING WALL FOOTING

786 SUNPORT, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY, ("Grantor"), being the owner of property described herein, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to the LOT 4B, BLOCK 4B, SUNPORT PARK Subdivision in Bernalillo County ("Grantee"), the permanent right and easement for retaining wall footing, and the temporary right of access for construction and maintenance of the retaining wall footing, and access to, area as may be necessary on and across the following described real estate:

The land in which the foregoing rights and easement are granted is located on the westerly 8 feet within Lot 4A, Block B, Sunport Park Subdivision in Bernalillo County, New Mexico as shown on plat filed March 7, 1987 in Volume 97C, Folio 73, being more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference.

Except with the mutual approval of Grantee and Grantors, the grading within said easement will conform to **Exhibit "A-1"**. Once wall construction is complete, Grantee shall restore Grantor property to existing condition. All pavements, curbs and landscaping will be restored. Once wall constructed no detrimental obstructions may be placed or maintained in said easement, and there shall be no alteration of the grade or contours in said easement. Grantee shall only maintain as constructed wall and/or improvements that it specifically agrees, by written agreement filed for public record, to maintain. Grantee shall hold Grantor harmless from any and all costs and liabilities, whether direct or incidental that may result from the granting of this easement or from Grantee's work in the easement. Grantee shall also ensure that Grantor's business is not impacted from Grantee's work in the easement area and will ensure that Grantor has the required parking spaces at all times. Landscaping or maintenance work by the Grantors, within the easement hereby conveyed, shall not alter the grade, of the easement area, except in an emergency. If emergency work is performed, Grantors shall notify Grantee as soon as practical thereafter.

Grantors covenant and warrant that they are the owners in fee simple of the property and that they have a good and lawful right to grant the easement described herein. The grant and other provisions of this easement constitute covenants running with the land for the benefit of Grantee and its successors and assigns until terminated.

TO HAVE AND TO HOLD the said right and easement for the uses and purposes aforesaid, unto Grantee, its successors and assigns, to run with the land forever. .

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THERE IS RESERVED to the Grantors, their successors and assigns, the right to use said lands as needed. Such uses shall not interfere with the rights and easements granted to Grantee. Other purposes, which will not interfere with the rights and easements hereby granted, may be permitted, provided that Grantors obtain Grantee's written licensed approval for such use, not to be unreasonably withheld.

WITNESS my hand and seal this 7th day of October, 2013.

GRANTORS:

Tushar Patel

Managing Member
786 Sunport, LLC

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
)SS
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on Oct 7, 2013
by Tushar Patel,

My commission expires:



5/21/17

Amanda Bryant
Notary Public

