

City of Las Cruces[®]

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 3 Ordinance/Resolution# 10-177 Council District: 4

For Meeting of January 19, 2010
(Adoption Date)

TITLE: A RESOLUTION APPROVING THE EXECUTION OF AN EXCLUSIVE PURCHASE OPTION FOR THE 1.687 ACRE PROPERTY AT THE NORTHEAST CORNER OF CAMPO STREET AND COLORADO AVENUE FROM THE HOUSING AUTHORITY OF THE CITY OF LAS CRUCES FOR THE FUTURE USE AS THE LAS CRUCES SENIOR PROGRAM'S CENTRAL KITCHEN PROJECT.

PURPOSE(S) OF ACTION: Approve a Resolution executing an exclusive purchase option on the property at the northeast corner of Campo Street and Colorado Avenue from the Housing Authority of the City of Las Cruces for the site of the City's Senior Program's Central Kitchen Project.

Name of Drafter: David Dollahon <i>DD</i>		Department: Community Development		Phone: 528-3060	
Department	Signature	Phone	Department	Signature	Phone
Community Development	<i>DD</i>	528-3066	Budget	<i>[Signature]</i>	541-2300
			Assistant City Manager	<i>[Signature]</i>	541-2271
Legal	<i>[Signature]</i>	541-2128	City Manager	<i>[Signature]</i>	541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS: The City of Las Cruces has identified the 1.687 acre property at the northeast corner of Campo Street and Colorado Avenue as the future site of the Senior Program's Central Kitchen project as part of an overall planning process. The site's location was identified by the City's consultant, Huitt-Zollars Architects of Albuquerque in late 2008 and their recommendation was accepted by the City Council on December 1, 2008 by Resolution 09-146.

Once the property was identified by the City's consultants through the site selection process, Staff began the process of appraising and negotiating the purchase of the property. The City staff and the Housing Authority of the City of Las Cruces staff have negotiated an agreement for the exclusive purchase of the property. As the project currently exists, there isn't enough funding from the City's Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development to complete the purchase of the property; therefore, the City is proposing to use the exclusive option process until such time as future CDBG or other funds are dedicated to purchase the property. This will allow the City to secure the price of the property and use multiple years's funding from the CDBG program to complete the purchase.

(Continued on page 2)

The general terms of the exclusive option agreement for purchase are:

- 1) The City will have an exclusive option to close on the purchase of the property through to December 31, 2011.
- 2) Ownership will retain with the Housing Authority until such time as the final closing occurs.
- 3) The City will provide \$1,000 to the purchase immediately from the execution of the agreement.
- 4) The remaining funds, though not identified within the agreement, are proposed to come from the City's future allocation of CDBG funds.

Due to federal CDBG regulations, once the purchase is complete, the City will place a restriction (i.e. covenant) against the property that limits it to its current use or that of the Senior Central Kitchen project.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Community Development Fund 20184110-722190-10406	\$5,000	\$5,000

1. Resolution
2. Exhibit "A" – Exclusive Option Agreement for Purchase of Real Property
3. Attachment "B" – Updated Appraisal Summaries and Certifications
4. Attachment "C" – Resolution 09-146 (site selection resolution)

OPTIONS / ALTERNATIVES:

1. Vote YES and approve the Resolution, approving the exclusive purchase option on the property at the northeast corner of Campo Street and Colorado Avenue for the future development of the Senior Program's Central Kitchen Project.
2. Vote NO and deny the Resolution, thus **not** approving the exclusive purchase option on the property at the northeast corner of Campo Street and Colorado Avenue for the future development of the Senior Program's Central Kitchen Project.
3. Modify the Resolution and vote YES to approve the modified Resolution. Modification would be at the direction of the City Council to staff.
4. Table/Postpone the Resolution and direct staff accordingly.

RESOLUTION NO. 10-177

A RESOLUTION APPROVING THE EXECUTION OF AN EXCLUSIVE PURCHASE OPTION FOR THE 1.687 ACRE PROPERTY AT THE NORTHEAST CORNER OF CAMPO STREET AND COLORADO AVENUE FROM THE HOUSING AUTHORITY OF THE CITY OF LAS CRUCES FOR THE FUTURE USE AS THE LAS CRUCES SENIOR PROGRAM'S CENTRAL KITCHEN PROJECT.

The City Council is informed that:

WHEREAS, the City of Las Cruces has identified the need for the creation of a Senior Programs Central Kitchen Project to assist with current overcrowding at current Senior Program Food Kitchens; and

WHEREAS, the City of Las Cruces undertook the effort to preliminarily identify the need, preliminary design, and primary/preferred location for a new Senior Central Kitchen under Resolution 09-146; and

WHEREAS, the 1.687 acre parcel at the northeast corner of Campo Street and Colorado Avenue, currently owned by the Housing Authority of the City of Las Cruces, was identified as the preferred site; and

WHEREAS, the City staff has developed an Exclusive Option Agreement for the Purchase of Real Property with the Housing Authority of the City of Las Cruces through December 31, 2011 to complete the closing on the property's purchase.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the Exclusive Option Agreement for Purchase of Real Property between the City of Las Cruces and the Housing Authority of the City of Las Cruces, as shown in Exhibit "A," attached hereto and made part of this Resolution, is hereby approved.

(II)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2010

(SEAL)

APPROVED:

Mayor

ATTEST:

City Clerk

Moved by: _____

Seconded by: _____

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Connor: _____

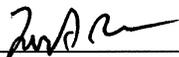
Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Thomas: _____

APPROVED AS TO FORM:



City Attorney

EXCLUSIVE OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY

This Option Agreement ("Agreement") is made and entered into on this _____ day of _____, 2010, by and between the HOUSING AUTHORITY OF THE CITY OF LAS CRUCES, whose address is 926 S. San Pedro Street, Las Cruces, NM 88001, hereinafter referred to as "Seller" and the CITY OF LAS CRUCES, a New Mexico municipal corporation, whose address is P.O. Box 20000, Las Cruces, NM 88004, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller is the fee simple owner of a 1.687 acre tract located between Colorado Street and Arizona Street east of Campo Street ("Premises"), which Premises is a paved parking lot formerly leased by Seller to Purchaser, and being more particularly described as follows:

A 1.687 acre tract of land situate within the corporate limits of the City of Las Cruces, Dona Ana County, New Mexico, located in Section 18, T.23 S. R.2E., N.M.P.M. of the U.S.R.S., being part of U.S.R.S. Tract 11C-1, and being more particularly described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, Purchaser desires to obtain an option to purchase the Premises upon the terms and provisions as hereinafter set forth:

1. Grant of Option. For and in consideration of the option payment to Seller as set forth herein, Seller hereby grants to Purchaser the exclusive right and option ("Option") to purchase the Premises upon the terms and conditions as set forth herein.
2. If Purchaser exercises its Option and if the parties enter into a contract for the purchase and sale of the Premises, Purchaser shall pay the sum of Two Hundred Twenty-one Thousand, Five Hundred Dollars (\$221,500) for the Premises. The payment terms shall be set forth in the contract.
3. The option sum of \$5,000 Five Thousand Dollars shall be paid to Seller within sixty (60) days from the City Council approval of this Agreement and execution by Seller.
4. Exercise of Option. Purchaser may exercise the Option at any time during the Option Term by giving written notice thereof to Seller. The Option Term shall expire on October 31, 2011. In the event the Purchaser does not exercise the Option on or before October 31, 2011, this Agreement shall become absolutely null and void and neither party hereto shall have any other liability, obligation or duty herein under or pursuant to this Agreement except that Seller shall refund to Purchaser \$4,000 of the \$5,000 Option payment. Said refund payment shall be paid to Purchaser on or before December 31, 2011. Seller may retain \$1,000 of the \$5,000 Option payment if Purchaser fails to exercise the Option on or before October 31, 2011.

Option Agreement to Purchase Real Property, page 2

5. Contract for Purchase and Sale of Real Property. In the event that Purchaser exercises the Option as provided for in the preceding paragraph, Seller agrees to sell and Purchaser agrees to buy the Premises and both parties agree to execute a Contract for the Purchase and Sale ("Contract") of the Premises for the purchase price of Two Hundred Twenty-one Thousand, Five Hundred Dollars (\$221,500) as agreed to on paragraph two (2); however, Purchaser shall receive a credit toward such purchase price in the amount of the Option payment. Thus Purchaser shall pay to Seller the remaining balance of the purchase price at closing.
6. Closing Date and Costs. The Closing date shall occur on or before December 31, 2011 or a date as agreed to by both parties. Purchaser's and Seller's costs of closing on the Contract shall be paid by Purchaser.
7. Default by Purchaser; Remedies of Seller. In the event Purchaser, after exercise of the Option, fails to proceed with the closing of the purchase of the Premises pursuant to the terms and provisions as contained herein and/or under the Contract, Seller shall be entitled to retain the Option payment as liquidated damages and shall have no further recourse against Purchaser.
8. Default by Seller, Remedies of Purchaser. In the event Seller, after Purchaser exercising the Option, fails to close the sale of the Premises pursuant to the terms and provisions of this Agreement and/or under the Contract, Purchaser shall be entitled to either sue for specific performance of the Contract or terminate the Contract and sue for money damages.
9. Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both Purchaser and Seller.
10. After execution of this Agreement and prior to closing, Seller shall remain the owner of the Premises, and Purchaser shall have no right to occupy or use the Premises unless such right is separately negotiated in writing between the parties.
11. This Agreement contains all of the terms, covenants, conditions and representations made or entered into by or between Seller and Purchaser and supersedes all prior discussions and agreements whether written or oral between Seller and Purchaser with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser with the formalities hereof.

rio bravo appraisers @ housing support, inc.

housing and valuation consultants

715 sundown court . las cruces, new mexico 88011 . (575) 522-4474 . fax (775) 361-0895.

Ken Odenheim . state certified general real estate appraiser . New Mexico .

January 8, 2010

Bill Hamm
City Land Manager
P.O. Drawer CLC
Las Cruces, NM 88004

Ref: Recertification of Value HALC Site on S. Campo

Dear Bill:

After researching our own data bases and Harry's & Scott's, there have been no additional R-3/R-4 sales in small acreages or even large lots since our original appraisal, except for an R-4c half acre sale on Majestic Ridge and Telshor on 7/7/09 for \$180K or \$7.84 sf. There is an interesting side to this sale however, it is a PAIRED SALE for sales date, having sold previously (8/06) for \$160K or \$6.97 sf a gain of 12.5% over three years or 4.17% per year. We did the original appraisal in August 2008. I would have no problem believing there could be up to an 8.34% increase (\$3.04 to \$3.29 sf) for the site 73,486 sf X \$3.29 = 242,028 rounded to \$242,000. It goes without saying that the Telshor comp would be very lightly waited in terms of its sales price because of its substantially superior location.

Since one sales does not a market make, I believe you could support a value anywhere from \$3.04 to \$3.29. **Certainly we can say without equivocation that the site is worth no less than it was at the time of our appraisal in August 2008.**



Ken Odenheim, NM 380-G
Chief Operating Officer

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(Original File # C-2357)

Appraisal Update and/or Completion Report

File # C-20100

The purpose of this report form is to provide the lender/client with an accurate update of an appraisal and/or to report a certification of completion. The appraiser must identify the service(s) provided by selecting the appropriate report type.

Property Address East Side of Campo St. Between Arizona and Colorado Ave. Unit # _____
 City Las Cruces State NM Zip Code 88001
 Legal Description Part of Section 18, Township 23 South, Range 2 East County Dona Ana
 Borrower Not Applicable Contract Price \$ Not Applicable Date of Sale Not Applicable Effective Date of Original Appraisal 11/06/2008
 Property Rights Appraised Fee Simple Leasehold Other (describe) _____ Original Appraised Value \$ 220,000
 Original Appraiser Karen I. Mundy, MAI Company Name Mundy Appraisal Services
 Original Lender/Client City of Las Cruces Address 575 S. Alameda Blvd., Las Cruces, NM 88001

SUMMARY APPRAISAL UPDATE REPORT

INTENDED USE: The intended use of this appraisal update is for the lender/client to evaluate the property that is the subject of this report to determine if the property has declined in value since the date of the original appraisal for a mortgage finance transaction.
INTENDED USER: The intended user of this appraisal update is the lender/client.
SCOPE OF WORK: The appraiser must, at a minimum: (1) concur with the original appraisal, (2) perform an exterior inspection of the subject property from at least the street, and (3) research, verify, and analyze current market data in order to determine if the property has declined in value since the effective date of the original appraisal.
HAS THE MARKET VALUE OF THE SUBJECT PROPERTY DECLINED SINCE THE EFFECTIVE DATE OF THE PRIOR APPRAISAL? Yes No
 The subject property was appraised subsequent to the tightening of credit markets, and in spite of a lack of new sale data, in my opinion market conditions have not deteriorated since the effective date of the original appraisal for well-located sites suitable for multi-family development.

APPRAISER'S CERTIFICATION: The appraiser certifies and agrees that:
 1. I have, at a minimum, developed and reported this appraisal update in accordance with the scope of work requirements stated in this appraisal update report and concur with the analysis and conclusions in the original appraisal.
 2. I performed this appraisal update in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal update was prepared.
 3. I have updated the appraisal by incorporating the original appraisal report.
 4. I have summarized my analysis and conclusions in this appraisal update and retained all supporting data in my work file.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:
 1. I directly supervised the appraiser for this appraisal update assignment, have read the appraisal update report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
 2. I accept full responsibility for the contents of this appraisal update report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

CERTIFICATION OF COMPLETION

INTENDED USE: The intended use of this certification of completion is for the lender/client to confirm that the requirements or conditions stated in the appraisal report referenced above have been met.
INTENDED USER: The intended user of this certification of completion is the lender/client.
HAVE THE IMPROVEMENTS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS STATED IN THE ORIGINAL APPRAISAL REPORT? Yes No If No, describe any impact on the opinion of market value.

APPRAISER'S CERTIFICATION: I certify that I have performed a visual inspection of the subject property to determine if the conditions or requirements stated in the original appraisal have been satisfied.
SUPERVISORY APPRAISER'S CERTIFICATION: I accept full responsibility for this certification of completion.

SIGNATURES

ADDITIONAL CERTIFICATION: I/we certify that if this report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this report containing a copy or representation of my signature, the report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

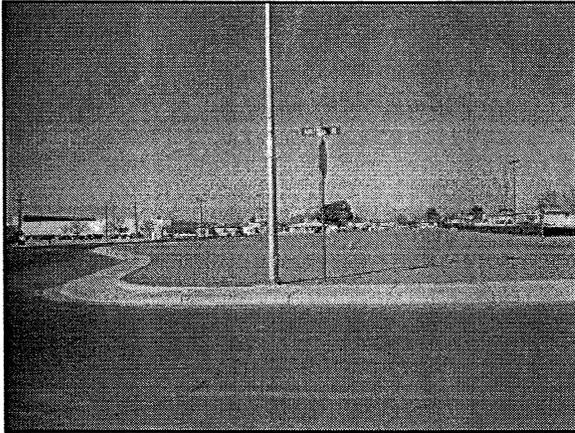
<p>APPRAISER Signature <u>Karen I. Mundy</u> Name <u>Karen I. Mundy, MAI</u> Company Name <u>Mundy Appraisal Services</u> Company Address <u>456 N. Alameda Blvd., Las Cruces, NM 88005</u> Telephone Number <u>575.527.9260</u> Date of Signature and Report _____ Effective Date of Appraisal Update <u>January 08, 2010</u> Date of Inspection <u>January 08, 2010</u> State Certification # <u>001219-G</u> or State License # _____ or Other (describe) _____ State # _____ State <u>New Mexico</u> Expiration Date of Certification or License <u>April 30, 2011</u></p>	<p>SUPERVISORY APPRAISER (ONLY IF REQUIRED) Signature _____ Name _____ Company Name _____ Company Address _____ Telephone Number _____ Date of Signature _____ State Certification # _____ or State License # _____ or Other _____ State _____ Expiration Date of Certification or License _____</p>
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CURRENT LENDER/CLIENT
 Name Mr. William Hamm
 Company Name City of Las Cruces
 Company Address 575 S. Alameda Blvd., Las Cruces, NM 88001

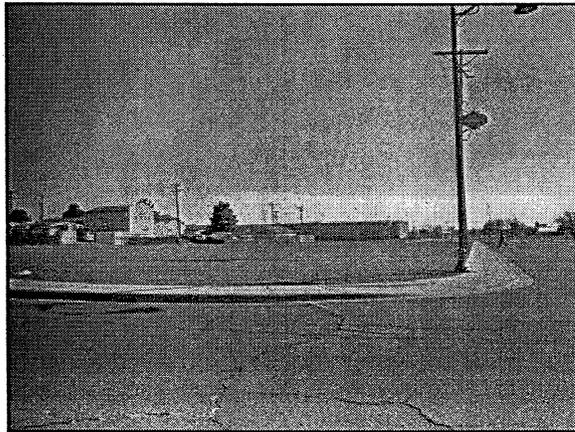
SUPERVISORY APPRAISER
 Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

55
Subject Photo Page

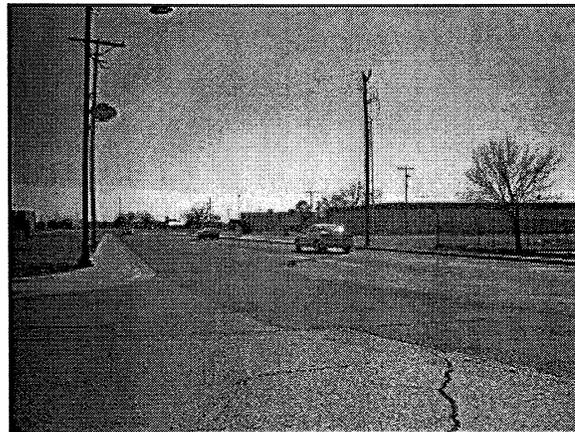
Borrower/Client	Not Applicable						
Property Address	East Side of Campo St. Between Arizona and Colorado Ave.						
City	Las Cruces	County	Dona Ana	State	NM	Zip Code	88001
Lender	City of Las Cruces						



View of Site Facing North
Photo Taken January 8, 2010



View of Site Facing South
Photo Taken January 8, 2010



Campo Street Facing South
Photo Taken January 8, 2010

RESOLUTION NO. 09-146

A RESOLUTION APPROVING THE PROPOSED SITE FOR THE NEW SENIOR PROGRAMS MEALS ON WHEELS (MOW) CENTRAL KITCHEN FOR THE CITY OF LAS CRUCES AND THE PRELIMINARY DESIGN FOR SAID CENTRAL KITCHEN AND ADMINISTRATIVE SPACES.

The City Council is informed that:

WHEREAS, the City Council approved Resolution No. 06-07-332 on September 4, 2007, to obligate U.S. Department of Housing and Urban Development Community Development Block Grant funds to locate and recommend a site and do a preliminary design for the future City of Las Cruces MOW Central Kitchen and administrative spaces; and

WHEREAS, all work necessary to choose a site for the MOW Kitchen and a preliminary design for the facility is completed; and

WHEREAS, staff are ready to proceed with acquiring the recommended site for the MOW facility from the Housing Authority of the City of Las Cruces; and

WHEREAS, staff are ready to work with appropriate State officials to procure construction funds for the project once the site and design are in place.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the location for the new MOW Central Kitchen and administrative spaces is the Housing Authority of Las Cruces' (HACL) parking lot on South Campo Street as shown in Exhibit "A," attached hereto and made a part of this Resolution, is approved.

(II)

THAT the preliminary design for the new MOW Central Kitchen and administrative spaces facility as proposed and shown in Exhibit "B," attached hereto and made a part of this Resolution, is approved.

(III)

THAT City staff are hereby authorized to pursue all appropriate avenues to obtain funds for building the MOW facility.

(IV)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this 1st day of December, 2008.

(SEAL)

APPROVED:



Mayor

ATTEST:



City Clerk

VOTE:

Mayor Miyagishima:	<u>Aye</u>
Councilor Silva:	<u>Aye</u>
Councilor Connor:	<u>Aye</u>
Councilor Archuleta:	<u>Aye</u>
Councilor Small:	<u>Aye</u>
Councilor Jones:	<u>Aye</u>
Councilor Thomas:	<u>Aye</u>

Moved by: Archuleta

Seconded by: Jones

Approved as to Form:



City Attorney

WARRANTY DEED

FAMILIA de VARGAS, LTD., A New Mexico Limited Partnership, for consideration paid, grants to Housing Authority of the City of Las Cruces whose address is 926 S. San Pedro Street, Las Cruces, NM 88001, the following described real estate in Dona Ana County, New Mexico:

A tract of land situate within the Corporate Limits of the City of Las Cruces, Dona Ana County, New Mexico, located in Section 18, T.23S., R.2E., N.M.P.M. of the U.S.R.S., being part of U.S.R.S. Tract 11C-1, and being more particularly described in Exhibit "A" attached hereto and made a part hereof:

THIS WARRANTY DEED IS BEING RE-RECORDED IN CORRECTION OF BUT NOT IN LIEU OF THAT CERTAIN WARRANTY DEED RECORDED ON APRIL 15, 2002 IN BOOK 331 AT PAGE 1540, OF OFFICIAL RECORDS, TO INCLUDE THE LEGAL DESCRIPTION.

SUBJECT to all reservations contained in the Patent, property taxes for the current year and subsequent years, and all covenants, easements and restrictions of record.

with warranty covenants.

WITNESS our hands and seals this 12th day of April, 2002.

FAMILIA de VARGAS, LTD., A

COMMUNITY FIRST NATIONAL BANK, N.A.,

New Mexico Limited Partnership

BY: Eva U. Manzanarez
Eva Vargas Manzanarez, Trustee

BY: Diana Seward
Diana Seward, Trust Officer



ACKNOWLEDGEMENT

§
§
§

This Acknowledgement was acknowledged before me this 12th day of April, 2002, by Eva Vargas Manzanarez, Trustee for FAMILIA de VARGAS, Ltd., a New Mexico Limited Partnership and Diana Seward, Trust Officer for COMMUNITY FIRST NATIONAL BANK, N.A., Trustee of Amended and Restates Trust Agreement for Samuel H. Vargas and Ramona A. Vargas Revocable Trust dated July 24, 1995 which was created by the original trust dated December 29, 1982 as General Partners, in favor of Las Cruces Housing Authority.

[Signature]
Notary Public

My Commission Expires: 3/17/06

State of New Mexico County of Dona Ana, ss
RECEPTION NO. 11472
I hereby certify that this instrument
was filed for recording and duly recorded on
APR 15 2002
at 12:58 o'clock PM
Book 331 Page 1540
of the Records of said County, Ruben S. Ballas
County Clerk by [Signature] Deputy



757

7540

STREET DEDICATION

EXIENSION PLAT

No. 3847 P. 2

TIE TO A BRASS CAP FOUND FOR THE MOST EASTERLY CORNER OF BLOCK 24, OF THE DOWNTOWN URBAN RENEWAL PROJECT N.M.R.-4

TOWNE CENTRE # 2
ED SEPT. 5, 1989 IN
LAT BK. 16 PP. 117

C-4 ZONE

07'15" E 343.00'

C-2 ZONE

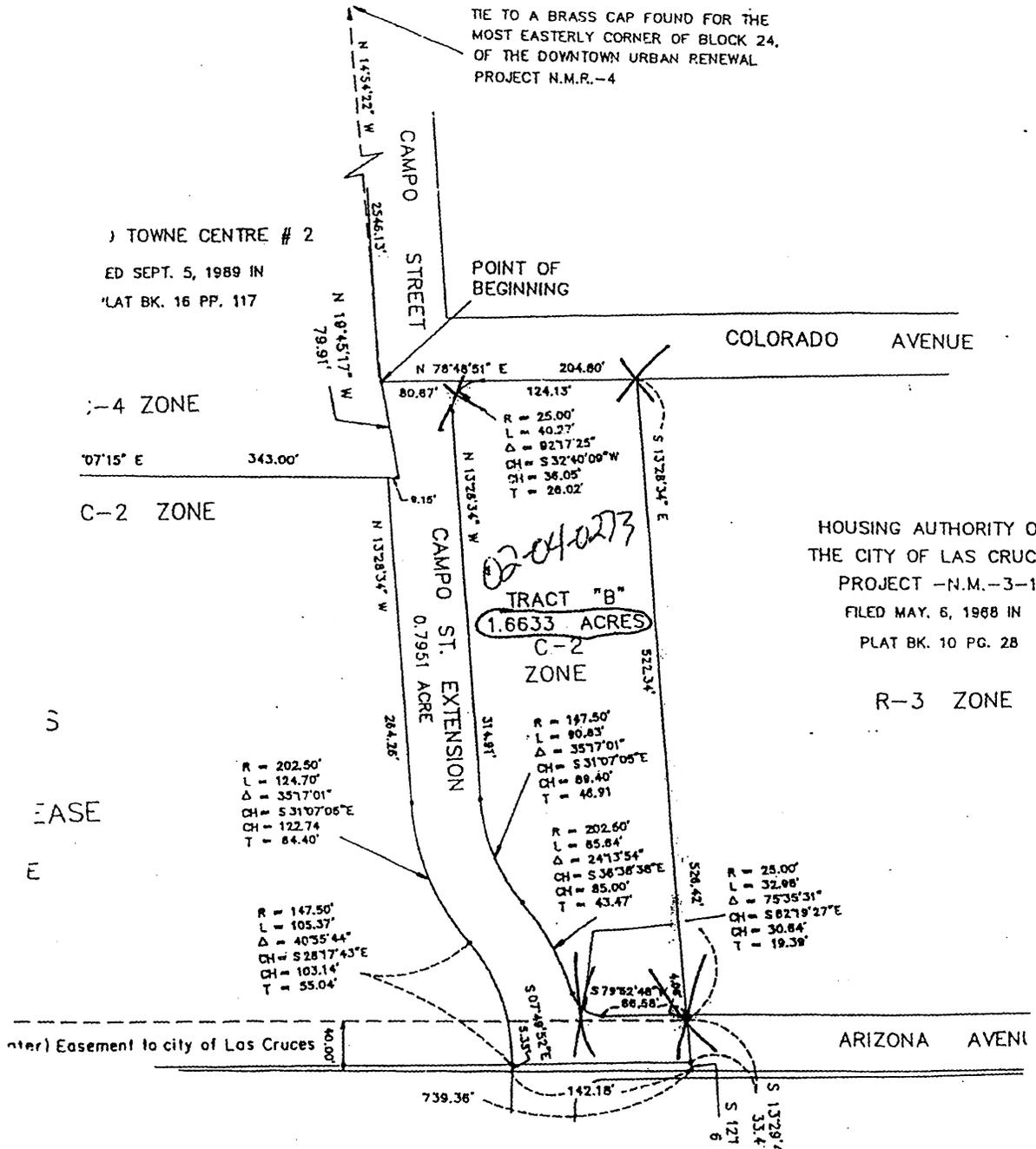
COLORADO AVENUE

HOUSING AUTHORITY OF
THE CITY OF LAS CRUCES
PROJECT -N.M.-3-1
FILED MAY. 6, 1988 IN
PLAT BK. 10 PG. 28

R-3 ZONE

02-04-0273
TRACT "B"
1.6633 ACRES
C-2 ZONE

CAMPO ST. EXTENSION
0.7951 ACRE



(enter) Easement to city of Las Cruces

ARIZONA AVENUE

17844

tract of land situate within the Corporate Limits of the City of Las Cruces, Dona Ana County, New Mexico, located in Section 18, T.23S., R.2E., N.M.P.M. of the U.S.R.S., being part of U.S.R.S. Tract 11C-1, and being more particularly described as follows, to wit:

BEGINNING at a 1/2" iron rod found on the Easterly line of the Campo Street Extension for the Northwest corner of this tract; WHENCE the Northeast corner of Lot 4, Vargas Subdivision No. 1, plat filed November 12, 1998, in Book 19, Pages 201-202, of the Dona Ana County Records, bears S.34 deg., 43'18"W., 74.28 feet;

THENCE, from the point of beginning, leaving the Campo Street Extension, and along the arc of a curve to the right, with a radius of 25.00 feet, an arc length of 41.75 feet, a central angle of 95 deg., 40'51", and a long chord bearing N.31 deg., 46'16"E., a distance of 37.06 feet to a mark set on the Southerly line of Colorado Street for a point of tangency;

THENCE, along the Southerly line of Colorado Street, N.78 deg., 48'51"E., a distance of 124.13 feet to a capped (#8081) 1/2" iron rod found for the Northeast corner of this tract;

THENCE, leaving Colorado Street, S.13 deg., 28'34"E., a distance of 528.86 feet to a concrete monument found on the Northerly line of Arizona Street for the Southeast corner of this tract;

THENCE, along the Northerly line of Arizona Street, S.79 deg., 52'48"W., a distance of 66.58 feet to a mark set on the Easterly line of the Campo Street Extension for the Southwest corner of this tract;

THENCE, leaving Arizona Street, and along the Easterly line of the Campo Street Extension the following four courses and distances; along the arc of a curve to the right, with a radius of 25.00 feet, an arc length of 32.98 feet, a central angle of 75 deg., 35'31", and a long chord bearing N.62 deg., 19'27"W., a distance of 30.64 feet to a mark set at a point of reverse curvature;

THENCE along the arc of a curve to the left, with a radius of 202.50 feet, an arc length of 85.64 feet, a central angle of 24 deg., 13'54", and a long chord bearing N.36 deg., 38'38"W., a distance of 85.00 feet to a mark set at a point of reverse curvature;

THENCE along the arc of a curve to the right, with a radius of 147.50 feet, an arc length of 90.83 feet, a central angle of 35 deg., 17'01", and a long chord bearing N.31 deg., 07'05"W., a distance of 89.40 feet to a mark set for a point of tangency'

THENCE N.13 deg., 31'34"W., a distance of 320.32 feet to the point of beginning, enclosing 1.687 acres of land, more or less.



State of New Mexico County of Dona Ana, ss
RECEPTION NO 17844
I hereby certify that this instrument
was filed for recording and duly recorded on

JUN 13 2002
at 10:07 o'clock A.M.
Book 293 Page 257-258
of the Records of said County, Ruben Ceballos,
County Clerk B. Rubén Ceballos

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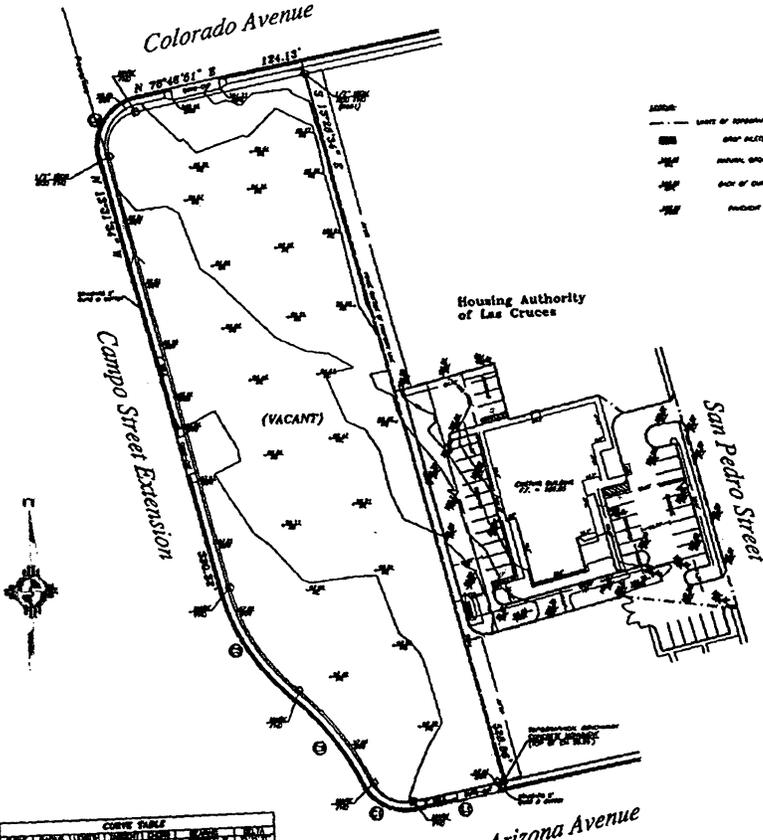
TOPOGRAPHICAL SURVEY

OF A 1.887 ACRE TRACT
 LOCATED IN SECTION 18, T.23S., R.2E.
 N.M.P.M. OF THE U.S.R.S. SURVEYS
 BEING PART OF U.S.R.S. TRACT 11C-1
 CITY OF LAS CRUCES
 DONA ANA COUNTY
 NEW MEXICO

- NOTES:
1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 2. ALL ANGLES ARE IN DEGREES AND MINUTES.
 3. ALL CURVES ARE TO BE RUN AS SHOWN ON THIS PLAN.
 4. ALL DISTANCES ARE TO BE RUN AS SHOWN ON THIS PLAN.
 5. ALL ANGLES ARE TO BE RUN AS SHOWN ON THIS PLAN.
 6. ALL DISTANCES ARE TO BE RUN AS SHOWN ON THIS PLAN.

LEGEND:

---	LINE OF TOPOGRAPHICAL SURVEY
---	PROPERTY LINE
---	ROADWAY
---	RAILROAD
---	BOUNDARY OF THE CITY OF LAS CRUCES



CURVE DATA

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
1	N 15° 13' 14" E	124.13	15° 13' 14"	124.13
2	S 70° 46' 01" E	124.13	70° 46' 01"	124.13
3	N 15° 13' 14" E	124.13	15° 13' 14"	124.13

LINE DATA

LINE NO.	BEARING	DISTANCE
1	N 70° 46' 01" E	124.13
2	S 70° 46' 01" E	124.13
3	N 15° 13' 14" E	124.13

PROFESSIONAL SURVEYOR

STATE OF NEW MEXICO

THE STATE ENGINEER HAS EXAMINED THE SURVEY AND CERTIFIES THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT.

DATE: 10/15/1988

BY: [Signature]

scanton white

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