

CROSS ACCESS EASEMENT AND DRAINAGE AGREEMENT

THIS CROSS ACCESS EASEMENT AND DRAINAGE AGREEMENT is made as of the 10 day of March, 2014, by **YOUTH AND FAMILY CENTERED SERVICES OF NEW MEXICO, INC.**, a New Mexico corporation ("Owner").

RECITALS:

A. Owner is the owner of the following described properties (collectively referred to as the "Tracts" and individually referred to as "Tract 22-A" and "Tract 22-B-1"):

Tract Twenty-Two-A (22-A) of the Corrected Replat of Tract 22 of CORONA DEL SOL, a subdivision in the City of Albuquerque, New Mexico, as the same is shown and designated on the replat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico on February 2, 1990, in Volume 90C, Folio 24 ("Tract 22-A"); and

Tract Twenty-Two-B-1 (22-B-1), CORONA DEL SOL, a subdivision in the City of Albuquerque, New Mexico, as the same is shown and designated on that certain plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on May 20, 1994, in Vol. 94-C, Folio 171 ("Tract 22-B-1").

B. The Tracts abut one another and both front on Sequoia Road, NW.
C. The City of Albuquerque (the "City") has approved a site development plan for building purposes (City Case No. 13EPC-40154) for the Tracts (the "Project"). The City's approval of the Project was conditioned upon the Owner providing a cross access agreement between the Tracts.

D. The conceptual drainage plan for the Project, prepared by Bohannan-Huston, Inc. (the "Drainage Plan"), provides for the flow of storm drainage waters between the two Tracts, with the storm drainage water eventually flowing to an 84" storm drain located in Sequoia Road.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the Owner agrees as follows:

1. Grant of Cross-Access Easement. Owner grants a cross access easement to and from the Tracts.
2. Grant of Drainage Easement. The Owner grants a drainage easement over both Tracts for the passage of storm drainage water over and between Tract 22-B-1 and Tract 22-A, as shown on the conceptual Drainage Plan attached hereto as Exhibit "A".
5. Duration. The easements shall be in perpetuity.
6. Exclusivity. The easements shall be non-exclusive.
7. General Provisions.
 - 7.1 Insurance. The Owner shall maintain adequate liability insurance to cover liabilities resulting from the use of the easements.
 - 7.1 Inurement. This Agreement and the easements, covenants, restrictions, benefits and obligations created hereby shall be appurtenant to, run with and inure to the benefit of and be binding upon successor owners of the Tracts, shall run with the Tracts, and be appurtenant thereto.

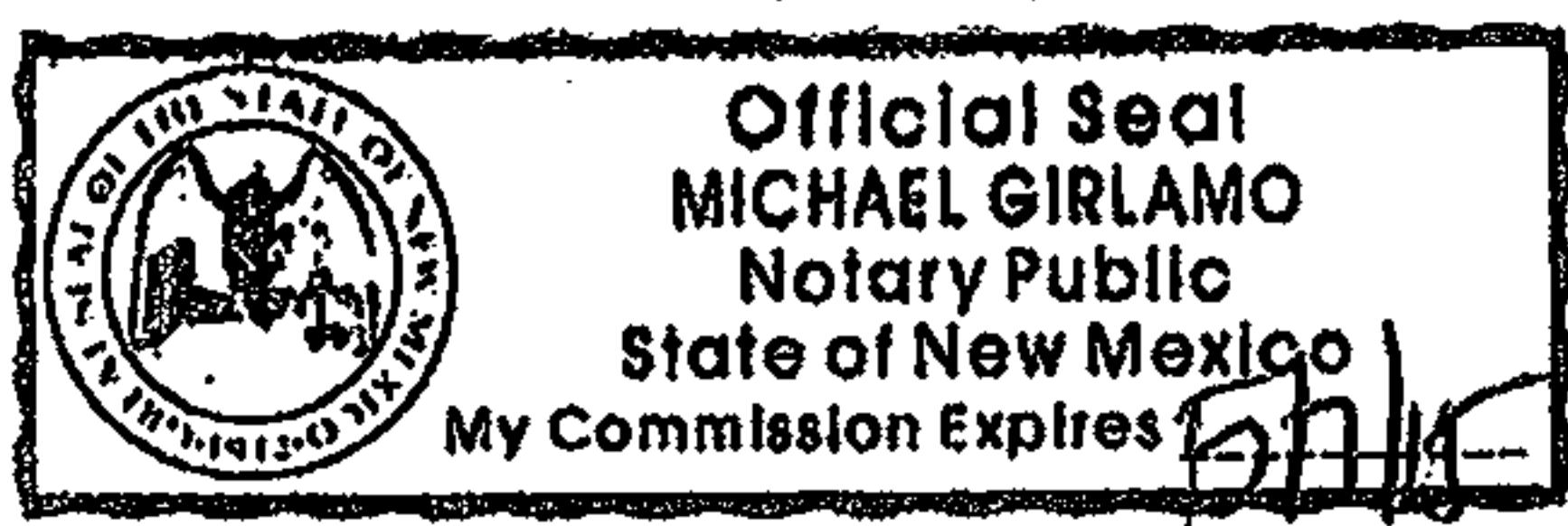
EXECUTED the day and year first set out above.

YOUTH AND FAMILY CENTERED SERVICES
OF NEW MEXICO, INC., a New Mexico
corporation

Carol Bickelman
By: Carol Bickelman
Its: Carol Bickelman

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

The foregoing instrument was acknowledged before me on March 10th, 2014,
by Carol Bickelman, the CEO of Youth and Family Centered Services
of New Mexico, Inc., a New Mexico corporation.



M. Giralamo

Notary Public

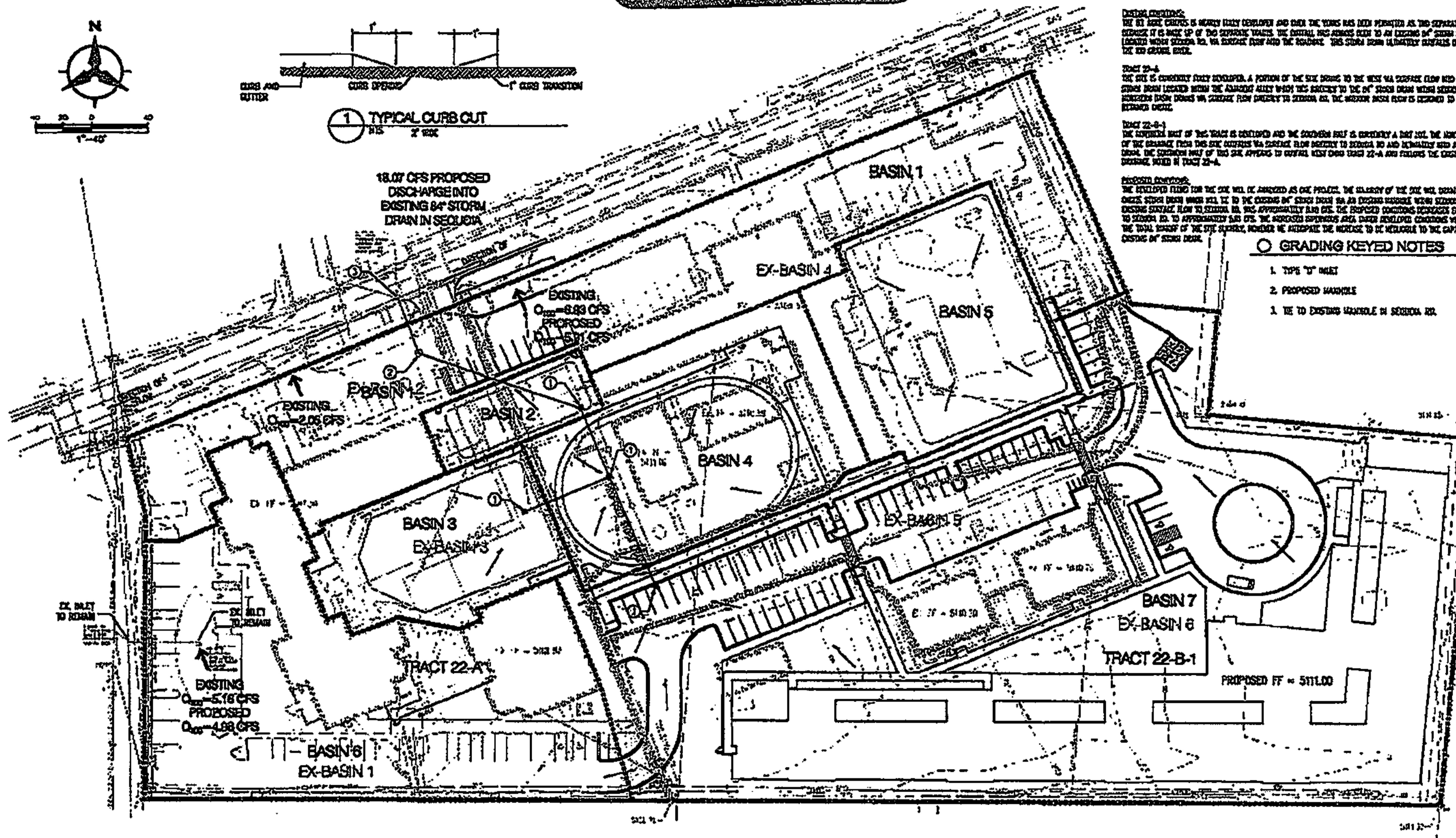
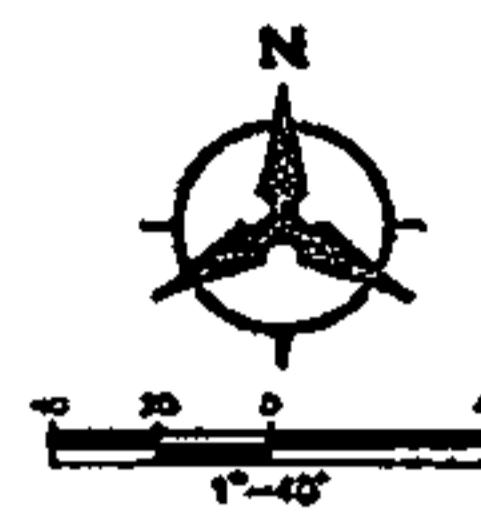
My Commission Expires:

May 7, 2015

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EXHIBIT

Tables



DESERT HILLS

Existing Conditions Basis Data Tab

DESERT H

Proposed ultimate Development Conditions Basis Data Tab

GENERAL NOTES

CIVILISATION

CAMPUS MODELLATION
AHC DESERT HILLS OF NEW MEXICO
ALBUQUERQUE, NEW MEXICO



DRB SUBMITTAL

Bohemian Hillside

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DEVELOPMENT PLAN BUILDING PERMIT

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