

RESERVATION OF EASEMENTS

This RESERVATION OF EASEMENTS is made by SANDIA FOUNDATION, a New Mexico non-profit corporation. ("Sandia").

1. **The Properties.** Sandia owns Tracts 1 and 2 as shown on the Plat of Tracts 1 and 2 Lands of Sandia Foundation (the "Plat") recorded in the real property records of Bernalillo County, New Mexico in Book 2005C at page 287 on August 25, 2005.

2. **Reservation of Easements.** Sandia Foundation reserves unto itself, its successors and assigns a fifteen (15) foot easement on each side of the northern boundary line of Tract 2 for ingress and egress (each an "Easement" and jointly the "Easements"). The Easement over Tract 1 shall be a non-exclusive easement for the benefit of Tract 2. The Easement over Tract 2 shall be a non-exclusive easement for the benefit of Tract 1.

3. **Perpetual Easements.** The Easements reserved herein shall run with the land and shall be possessed and enjoyed by Sandia, its successors and assigns, perpetually.

4. **Access Easements.** The owners of Tract 1 and Tract 2, their employees, contractors, guests, tenants, representatives, successors and assigns shall have a permanent right of access, ingress and egress, and travel to, from, and over and across the Easements for travel by any and all motor and other vehicles, persons on foot, and all other means of transportation.

5. **Effect Upon Subsequent Parties.** This Reservation of Easements shall be binding upon the legal representatives, successors and assigns of Sandia.

6. **No Dedication.** Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Easements to the general public or for the general public or for any public purpose whatsoever.

7. **Maintenance and Repair.** (1) Sandia will build the access way across the Easements, (2) the owners of Tract 1 and of Tract 2 shall each be responsible for the maintenance and repair of the Easement located on its own tract, and shall keep the Easement located on its own tract in a reasonable state of repair.

8. **Indemnity.** The owners of Tract 1 and Tract 2 shall each indemnify and hold the other harmless from any loss, liability or expense (including attorney's fees) arising out of its use of the Easement or exercise of its right under the Easements reserved and granted hereby.



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DATED: 8/24/06

SANDIA FOUNDATION, a New Mexico
Non-Profit Corporation

By: [Signature]
Name: Patrick Glennon
Title: Executive Director

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on August 24, 2006, by Patrick Glennon, Executive Director of Sandia Foundation, a New Mexico non-profit corporation.



OFFICIAL SEAL
CATHERINE B. KELLEY
NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires Dec 22, 2009

Catherine B. Kelley
Notary Public

My commission expires: Dec 22, 2009

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Mary Herrera Bern. Co. EASE R 11.00

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