

2/10/05

PERMANENT EASEMENT

Grant of Permanent Easement, between _____ Curb, Inc. ("Grantor"), whose address is 5160 San Francisco NE, Albuquerque, NM 87109 and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico, 87103.

Grantor grants to the City an exclusive, permanent easement ("Easement") in, over, upon and across the real property described on Exhibits "A" and "B" attached hereto ("Property") for the construction, installation, maintenance, repair, modification, replacement and operation of *Water, Sanitary Sewer, and Storm Drains, together with the right to remove trees, bushes, undergrowth and any other obstacles upon the Property if the City determines they interfere with the appropriate use of this Easement. *PUBLIC

****B, C & D****

In the event Grantor constructs any improvements ("Improvements") within the Easement, the City has the right to enter upon Grantors property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the City. If the Work effects any Improvements or encroachments made by the Grantor, the City will not be financially or otherwise responsible for rebuilding or repairing the Improvements or encroachments. If in the opinion of the City, the Work to be performed by the City could endanger the structural integrity or otherwise damage the Improvements or encroachments, the Grantor shall, at its own expense, take whatever protective measures are required to safeguard the Improvements or encroachments.


Grantor covenants and warrants that Grantor is the owner in fee simple of the Property, that Grantor has a good lawful right to convey the Property or any part thereof and that Grantor will forever warrant and defend the title to the Property against all claims from all persons or entities.

The grant and other provisions of this Easement constitute covenants running with the property for the benefit of the City and its successors and assigns until terminated.

This Easement shall not be effective unless approved by the City Engineer as shown in the signature block below.

WITNESS my hand and seal this 2nd day of June, 2005.

APPROVED:


City Engineer

7-01-05


Dated

GRANTOR:

(Individual)

GRANTOR: Curb, Inc.

By:


Charles A. Haegelin

Its: President

(Corporation or Partnership)



INDIVIDUAL

STATE OF _____)
)ss
COUNTY OF _____)

This instrument was acknowledged before me on _____ day of _____, 20____, by

Notary Public

My Commission Expires:

CORPORATION

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 2ND day of June, 2005, by
STAN STRICKMAN AS VICE PRESIDENT
Of Curb, Inc. a New Mexico corporation, on behalf of the corporation.

My Commission Expires: _____



OFFICIAL SEAL
MARY S. STRICKMAN Notary Public
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 3-28-07

~~PARTNERSHIP~~ City's Notary

STATE OF New Mexico
)ss
COUNTY OF Bernalillo)

This instrument was acknowledged before me on 1st day of July, 2005, by
Richard Douste partners(s), on behalf of said Corporation a partnership.
City Engineer, Planning Dept, of the City of Albuquerque

Florida S. Saavedra
Notary Public

My Commission Expires:

11-25-2007

(EXHIBIT 'A' ATTACHED)



Mary Herrera

Bern. Co. EASE

R 27.00

2005095322

6291378

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07/01/2005 02:37P

Bk-A99 Pg-5029

LEGAL DESCRIPTIONEASEMENT 'A'

THAT CERTAIN PARCEL of land situate within projected Section 5 Township 9 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being a portion of TRACT 16-D of the BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41, and being more particularly described as a Public Sanitary Sewer and Waterline Easement as follows:

BEGINNING at a point from whence a tie to the northeast corner of said TRACT 16-D bears N 00°33'58" E, 59.13 feet, along the east line of said TRACT 16-D, and said point being the Point of Beginning of the centerline of a 46-foot wide Public Sanitary Sewer and Waterline Easement being 23 feet on each side of the following described centerline;

THENCE, leaving said east line and continuing N 89°26'02" W, 20.00 feet;

The side lines of said easement to be extended or shortened to meet at angle points and to terminate at property lines; said easement contains 0.0211 acres more or less.

Basis of bearing: Easterly line of said TRACT 16-D (N 00°33'58" E) as found on said BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41.





SCALE:
1"=60'

ATRISCO VILLAGE, UNIT J.T.
(11-20-73, D5-200)
BLOCK A

EL RANCHO GRANDE
TRACT 16-F
(1-31-05, 2005C-41)

N 89°26'02" W,
20.00'

TIE:
N 00°33'58" E, 59.13'

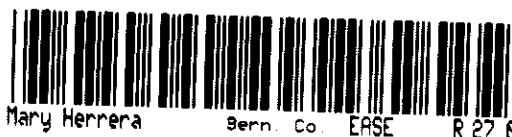
P.O.B.

EASEMENT 'A'
PUBLIC SANITARY SEWER
AND WATERLINE EASEMENT

BASIS OF BEARING:
N 00°33'58" E

EL RANCHO GRANDE
TRACT 16-D
(1-31-05, 2005C-41)

EL RANCHO GRANDE
TRACT 16-E
(1-31-05, 2005C-41)



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EXHIBIT 'A'

LEGAL DESCRIPTION

EASEMENT 'B'

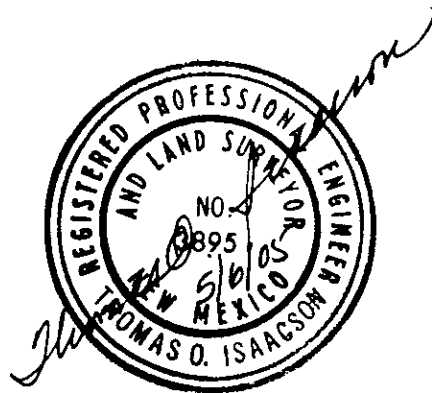
THAT CERTAIN PARCEL of land situate within projected Section 5 Township 9 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being a portion of TRACT 16-D of the BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41, and being more particularly described as a Public Sanitary Sewer and Waterline Easement as follows:

BEGINNING at a point from whence a tie to the northeast corner of said TRACT 16-D bears N 00°33'58" E, 315.13 feet, along the east line of said TRACT 16-D, and said point being the Point of Beginning of the centerline of a 46-foot wide Public Sanitary Sewer and Waterline Easement being 23 feet on each side of the following described centerline;

THENCE, leaving said east line and continuing N 89°26'02" W, 20.00 feet;

The side lines of said easement to be extended or shortened to meet at angle points and to terminate at property lines; said easement contains 0.0211 acres more or less.

Basis of bearing: Easterly line of said TRACT 16-D (N 00°33'58" E) as found on said BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41.



Mary Herrera

Bern. Co. EASE

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Mary Herrera Bern. Co. EASE R 27.00 2005095322
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SCALE:
1"=60'

EL RANCHO GRANDE
TRACT 16-F
(1-31-05, 2005C-41)

EL RANCHO GRANDE
TRACT 16-D
(1-31-05, 2005C-41)

EL RANCHO GRANDE
TRACT 16-E
(1-31-05, 2005C-41)

BASIS OF BEARING:
N 00°33'58" E

N 89°26'02" W,
20.00'

TIE:
N 00°33'58" E, 315.13'

23.00'
23.00'

P.O.B.

EASEMENT 'B'
PUBLIC SANITARY SEWER
AND WATERLINE EASEMENT

EXHIBIT 'B'



LEGAL DESCRIPTION

EASEMENT 'C'

THAT CERTAIN PARCEL of land situate within projected Section 5 Township 9 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being a portion of TRACT 16-D of the BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41, and being more particularly described as a Public Sanitary Sewer and Waterline Easement as follows:

BEGINNING at a point from whence a tie to the northeast corner of said TRACT 16-D bears N 00°33'58" E, 571.13 feet, along the east line of said TRACT 16-D, and said point being the Point of Beginning of the centerline of a 46-foot wide Public Sanitary Sewer and Waterline Easement being 23 feet on each side of the following described centerline;

THENCE, leaving said east line and continuing N 89°26'02" W, 20.00 feet;

The side lines of said easement to be extended or shortened to meet at angle points and to terminate at property lines; said easement contains 0.0211 acres more or less.

Basis of bearing: Easterly line of said TRACT 16-D (N 00°33'58" E) as found on said BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41.



LEGAL DESCRIPTION

EASEMENT 'D'

THAT CERTAIN PARCEL of land situate within projected Section 5 Township 9 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being a portion of TRACT 16-D of the BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41, and being more particularly described as a Public Sanitary Sewer, Waterline and Storm Drain Easement as follows:

BEGINNING at the southeast corner of said Public Sanitary Sewer, Waterline, and Storm Drain Easement from whence a tie to the southeast corner of said TRACT 16-D bears S 10°24'51" W, 102.25 feet, and said point being on the easterly line of said TRACT 16-D;

THENCE, leaving said easterly line and continuing N 81°06'52" W, 23.26 feet;

THENCE, N 78°37'23" E, 11.95 feet;

THENCE, N 11°22'37" W, 38.00 feet;

THENCE, N 82°29'39" E, 22.50 feet to a point of non-tangent curvature, said point being on the easterly line of said TRACT 16-D;

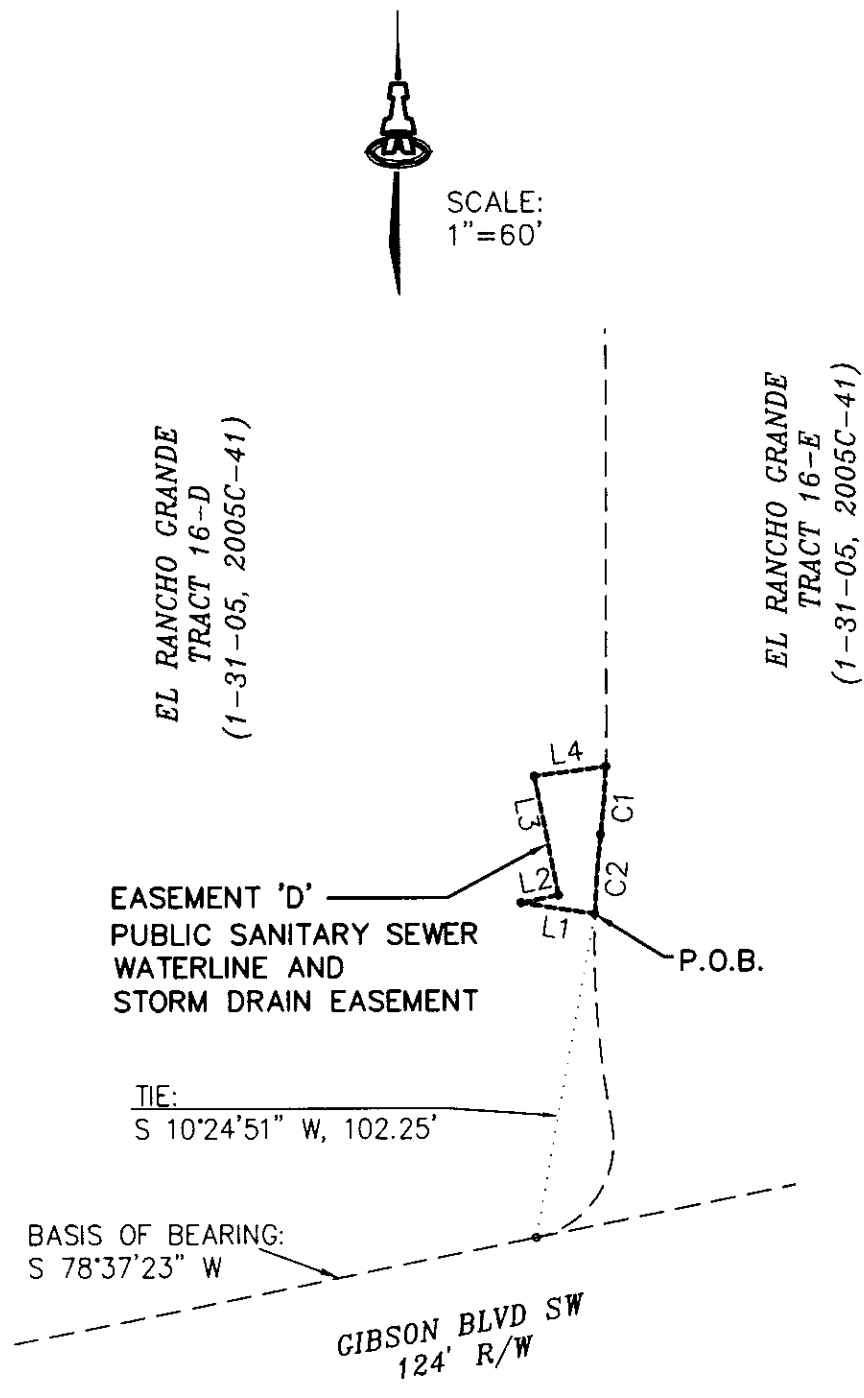
THENCE, continuing along the easterly line of TRACT 16-D 21.40 feet along along the arc of a curve to the right whose radius is 300.00 feet and whose long chord bears S 04°34'38" W, 21.40 feet through a central angle of 4°05'16" to a point of reverse curvature;

THENCE, 24.89 feet along the arc of a curve to the left whose radius is 300.00 feet and whose long chord bears S 04°14'41" W, 24.88 feet through a central angle of 4°45'11" to the POINT OF BEGINNING and containing 0.0170 acres more or less.

Basis of bearing: Southerly line of said TRACT 16-D (S 78°37'23" W) as found on said BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41.



Mary Herrera Bern. Co. EASE R 27.00 2005095322
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 81°06'52" W	23.26
L2	N 78°37'23" E	11.95
L3	N 11°22'37" W	38.00
L4	N 82°29'39" E	22.50

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	300.00	21.40	10.71	21.40	S 04°34'38" W	4°05'16"
C2	300.00	24.89	12.45	24.88	S 04°14'41" W	4°45'11"

EXHIBIT 'D'



21st

742221

AGREEMENT AND COVENANT

This Agreement and Covenant, between the City of Albuquerque, New Mexico ("City") and Curb, Inc., ("User") is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk.

1. Recital. The User is the owner of certain real property ("User's Property") located northwest of the intersection of Messina Drive and Gibson Blvd, in Albuquerque, New Mexico, and more particularly described as:

Tract 16-D and Tract 16-F, of the Bulk Land Plat for Tracts 16-A, 16-B, 16-C, 16-D, 16-E, and 16-F of El Rancho Grande, as filed in the Office of the Bernalillo County Clerk, New Mexico, on January 31, 2005, in Book 2005C, Page 41.

The City is the owner of certain easements ("City's Property") within User's Property, and more particularly described as:

Temporary Drainage Easement.

The User wishes to maintain the following "Improvements" on the City's Property :

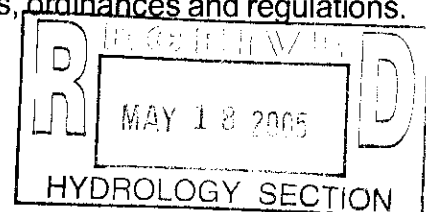
Three temporary storm water retention ponds with overflow spillways.

A sketch of the proposed Improvements is attached as Exhibit A and made a part of this Agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this Agreement.

2. City Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.

3. User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement, all in accordance with standards required by the City as per the approved Grading and Drainage Plan #N9/D4E1 on file at the City Engineer's office. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.



4. Use of the Improvement. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.

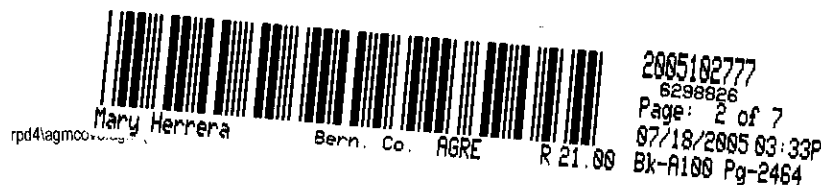
5. Demand for Repair, Modification or Removal. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within 30 days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.

6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.

7. Cancellation of Agreement and Release of Covenant. This Agreement may be canceled and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

8. Condemnation. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.

9. Assessment. Nothing in this Agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.



10. Notice. For purposes of giving formal written notice to the User, User's address is:

Curb, Inc.
Attn: Charles A. Haegelin
5160 San Francisco NE
Albuquerque, NM 87109

Notice may be given to the User either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the User within 3 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.

11. Indemnification. The User agrees to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of User's use of the City's Property. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

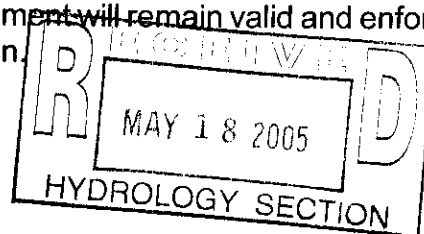
12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.

13. Binding on User's Property. The covenants and obligations of the User set forth herein shall be binding on User, his heirs assigns and successors and on User's Property and constitute covenants running with User's Property until released by the City.

14. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

15. Changes of Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.



-3-



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17. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

CITY OF ALBUQUERQUE:

USER: Curb, Inc.

By: [Signature]
Title: City Engineer

By: Charles A. Haegelin
Title: President

Dated: 7-11-05

Dated: 5-9-05

Heilalos Chalo

CITY'S ACKNOWLEDGMENT

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

This instrument was acknowledged before me on July 11, 2005,
by Richard Sourte, City Engineer, Public Works Department, for the City
of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

11-25-2007



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USER: Mary Herrera

Bern. Co. AGRE

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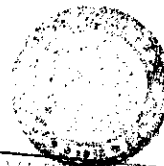
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on MAY 9th, 2005
by Charles A. Haegelin, President, on behalf of Curb, Inc.

[Signature]
Notary Public

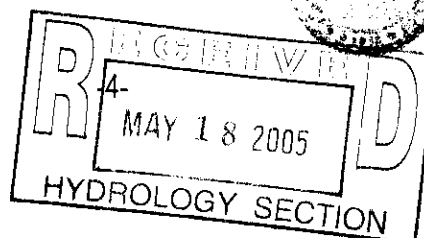
My Commission Expires:

10/1/07



OFFICIAL SEAL
RICHARD J. SQUIRES
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 10/1/07





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LANDS OF GREVEY/LIBERMAN
TRACT 3
(07-17-98, 98C-210)

DRAINAGE
EASEMENT

ATRISCO VILLAGE
UNIT J.T.
(11-20-73, D5-200)
BLOCK A

EL RANCHO GRANDE
TRACT 16-F
(1-31-05, 2005C-41)

OVERFLOW
SPILLWAY

TEMP. RETENTION
POND 1
V10-DAY=1.655 Ac-Ft
VPOND=0.438 Ac-Ft
BTM ELEV=5270.0
TOP ELEV=5273.0
OVERFLOW TO AMOLE ARROYO
AT WSEL=5272.0
VAMOLE=1.217 Ac-Ft

TEMP. RETENTION
POND 2
V10-DAY REQ'D=
0.303 Ac-Ft
VPOND=0.501 Ac-Ft
WSEL=5258.0
BTM ELEV=5256.0
TOP ELEV=5258.5

LANDS OF RIO BRAVO PARTNERS
PARCEL 2-A
(4-17-96, 96C-160)

EL RANCHO GRANDE
TRACT 16-D
(1-31-05, 2005C-41)

DRAINAGE
EASEMENT

10'
OVERFLOW
SPILLWAY

EXISTING:

EL RANCHO GRANDE
TRACT 16-E
(1-31-05, 2005C-41)

CPN 742881

TEMP. RETENTION
POND 3
V10-DAY REQ'D=2.316 Ac-Ft
VPOND=3.070 Ac-Ft
WSEL=5258.1
BTM ELEV=5255.0
TOP ELEV=5259.0

10' OVERFLOW
SPILLWAY

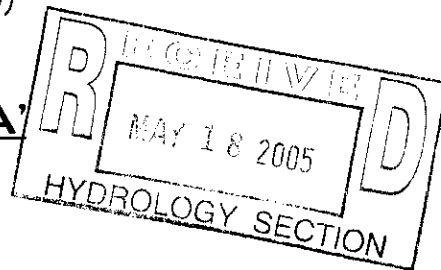
GIBSON BOULEVARD SW
124' R/W

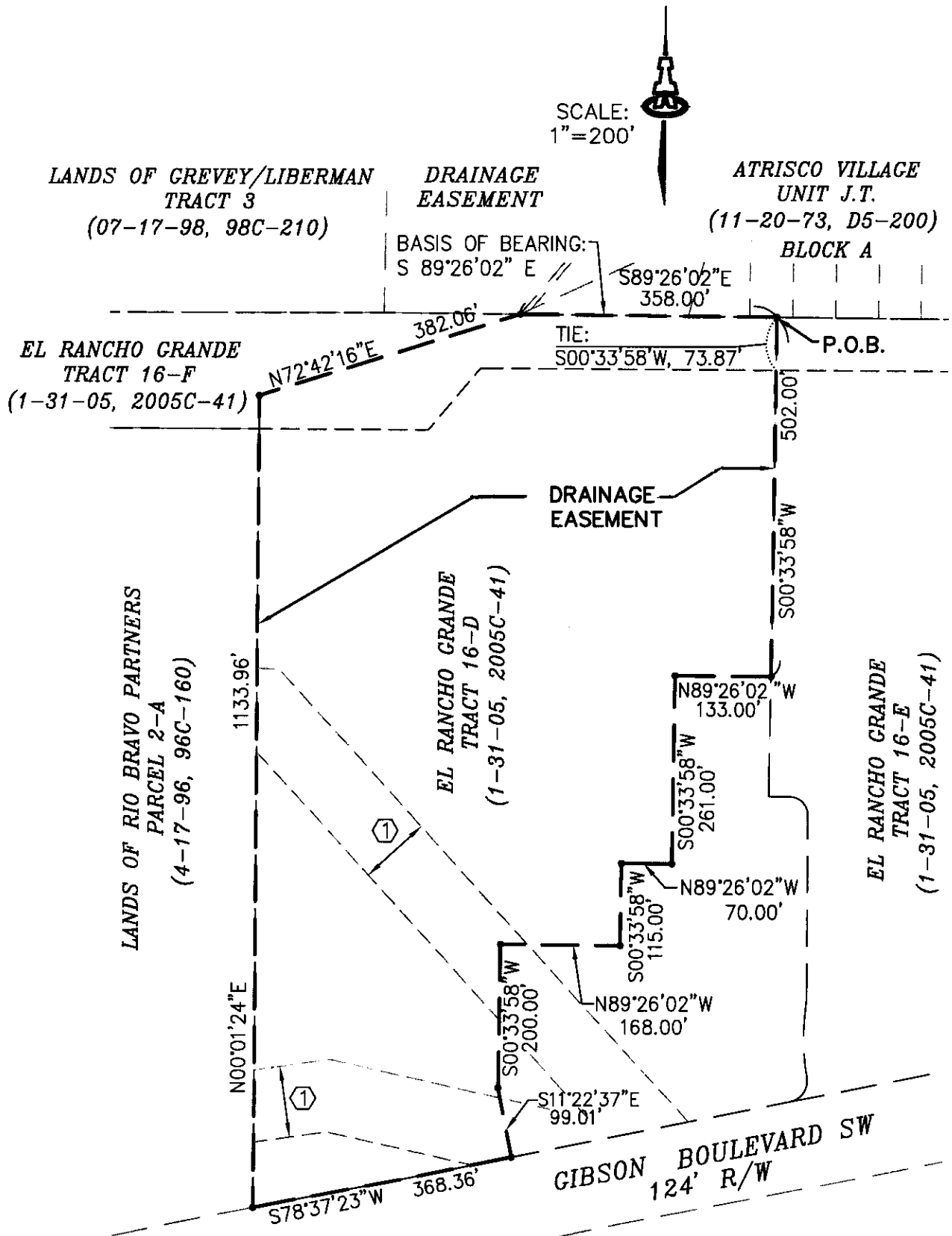
① EXISTING 100' AMAFCA DRAINAGE EASEMENT
(07-19-90, 90C-163)



SCALE:
1"=200'

EXHIBIT 'A'





① EXISTING 100' AMAFCA DRAINAGE EASEMENT (07-19-90, 90C-163)



Mary Herrera

Bern. Co. AGRE

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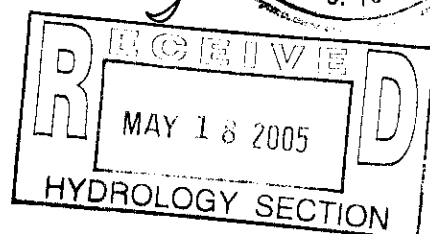
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EXHIBIT 'A'

1394EXH POND ESMT.DWGanw 5/5/05

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LEGAL DESCRIPTION

THAT CERTAIN PARCEL of land situate within projected Section 5 Township 9 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being a portion of TRACT 16-D and a portion of TRACT 16-F, of the BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41, and being more particularly described as a Temporary Drainage Easement as follows:

BEGINNING at the northeast corner of said Temporary Drainage Easement, said point being on the northerly line of said TRACT 16-F, from whence a tie to the northeasterly corner of said TRACT 16-D bears S 00°33'58" W, 73.87 feet;

THENCE, leaving said northerly line and continuing S 00°33'58" W, 502.00 feet to a point, said point being on the easterly line of said TRACT 16-D;

THENCE, leaving said easterly line and continuing N 89°26'02" W, 133.00 feet;

THENCE, S 00°33'58" W, 261.00 feet;

THENCE, N 89°26'02" W, 70.00 feet;

THENCE, S 00°33'58" W, 115.00 feet;

THENCE, N 89°26'02" W, 168.00 feet;

THENCE, S 00°33'58" W, 200.00 feet;

THENCE, S 11°22'37" E, 99.01 feet to a point being on the southerly line of said TRACT 16-D;

THENCE, continuing along said southerly line S 78°37'23" W, 368.36 feet to a point being common with the southwest corner of said TRACT 16-D;

THENCE, N 00°01'24" E, 1133.96 feet;

THENCE, N 72°42'16" E, 382.06 feet to a point being on the northerly line of said TRACT 16-F;

THENCE, continuing along said northerly line S 89°26'02" E, 358.00 feet to the POINT OF BEGINNING of the herein described Temporary Drainage Easement and containing 15.3302 acres more or less.

Basis of bearing: Northerly line of said TRACT 16-F (S 89°26'02" E) as found on said BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41.



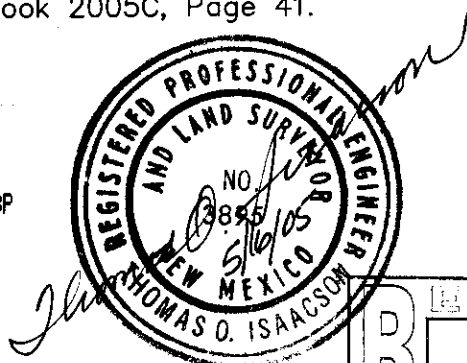
Mary Herrera

Bernal. Co. AGRE

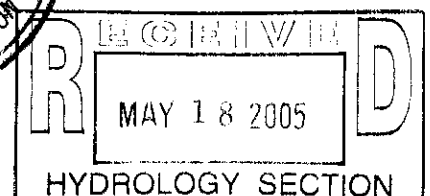
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Page: 7 of 7
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1394EXH POND ESMT.DWGanw 5/5/05



Page 3 of 3



2/10

742881

AGREEMENT AND COVENANT

This Agreement and Covenant, between the City of Albuquerque, New Mexico ("City") and Curb, Inc., ("User") is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk.

1. Recital. The User is the owner of certain real property ("User's Property") located northwest of the intersection of Messina Drive and Gibson Blvd, in Albuquerque, New Mexico, and more particularly described as:

Tract 16-D of the Bulk Land Plat for Tracts 16-A, 16-B, 16-C, 16-D, 16-E, and 16-F of El Rancho Grande, as filed in the Office of the Bernalillo County Clerk, New Mexico, on January 31, 2005, in Book 2005C, Page 41.

The City is the owner of certain easements ("City's Property") within User's Property, and more particularly described as:

Temporary Drainage Easement.

The User wishes to maintain the following "Improvements" on the City's Property :

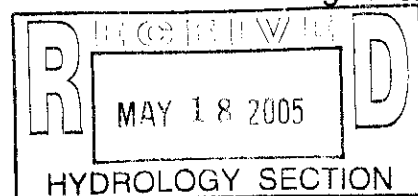
A temporary storm water retention pond with standpipe inlet.

A sketch of the proposed Improvements is attached as Exhibit A and made a part of this Agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this Agreement.

2. City Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.

3. User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement, all in accordance with standards required by the City as per the approved Grading and Drainage Plan #N9/D4E1 on file at the City Engineer's office. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.



4. Use of the Improvement. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.

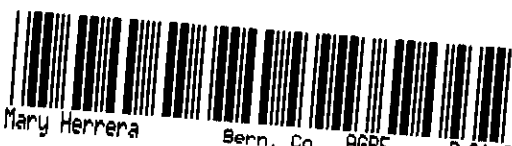
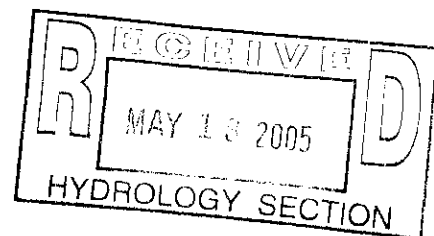
5. Demand for Repair, Modification or Removal. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within 30 days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.

6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.

7. Cancellation of Agreement and Release of Covenant. This Agreement may be canceled and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

8. Condemnation. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.

9. Assessment. Nothing in this Agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.



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Page: 2 of 7
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Mary Herrera
Bern. Co. AGRE
R 21.00

10. Notice. For purposes of giving formal written notice to the User, User's address is:

Curb, Inc.
Attn: Charles A. Haegelin
5160 San Francisco NE
Albuquerque, NM 87109

Notice may be given to the User either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the User within 3 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.

11. Indemnification. The User agrees to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of User's use of the City's Property. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

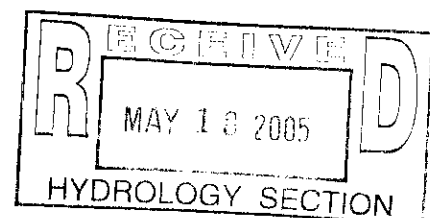
12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.

13. Binding on User's Property. The covenants and obligations of the User set forth herein shall be binding on User, his heirs assigns and successors and on User's Property and constitute covenants running with User's Property until released by the City.

14. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

15. Changes of Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.



17. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

CITY OF ALBUQUERQUE:

USER: Curb, Inc.

By: [Signature]
Title: City Engineer

By: Charles A Haegelin
Title: President

Dated: 7-11-05

Dated: 5-9-05

kg-datos

CITY'S ACKNOWLEDGMENT

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

This instrument was acknowledged before me on July 11, 2005,
by Richard Xourte, City Engineer, Public Works Department, for the City
of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

11-25-2007



USER'S ACKI

Mary Herrera

Bern. Co. AGRE

R 21.00

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Page: 4 of 7
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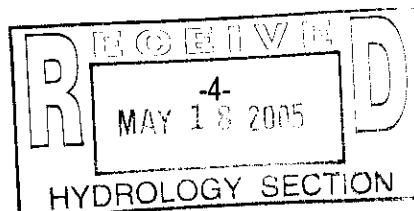
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on MAY 9th, 2005
by Charles A. Haegelin, President, on behalf of Curb, Inc.

[Signature]
Notary Public

My Commission Expires:

10/1/07



OFFICIAL SEAL
RICHARD J. SQUIRES
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 10/1/07

LANDS OF GREVEY/LIBERMAN
TRACT 3
(07-17-98, 98C-210)

DRAINAGE
EASEMENT

ATRISCO VILLAGE
UNIT J.T.
(11-20-73, D5-200)
BLOCK A

EL RANCHO GRANDE
TRACT 16-F
(1-31-05, 2005C-41)

LANDS OF RIO BRAVO PARTNERS
PARCEL 2-A
(4-17-96, 96C-160)

EL RANCHO GRANDE
TRACT 16-D
(1-31-05, 2005C-41)

EXISTING:
EL RANCHO GRANDE
TRACT 16-E
(1-31-05, 2005C-41)

PROPOSED:
EL RANCHO GRANDE,
UNIT 16
CPN 742881

TEMP. 12" PVC
STANDPIPE INLET

DRAINAGE
EASEMENT

GIBSON BOULEVARD SW
124' R/W

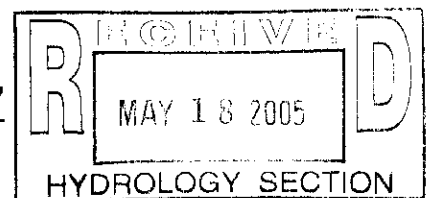
① EXISTING 100' AMAFCA DRAINAGE EASEMENT
(07-19-90, 90C-163)

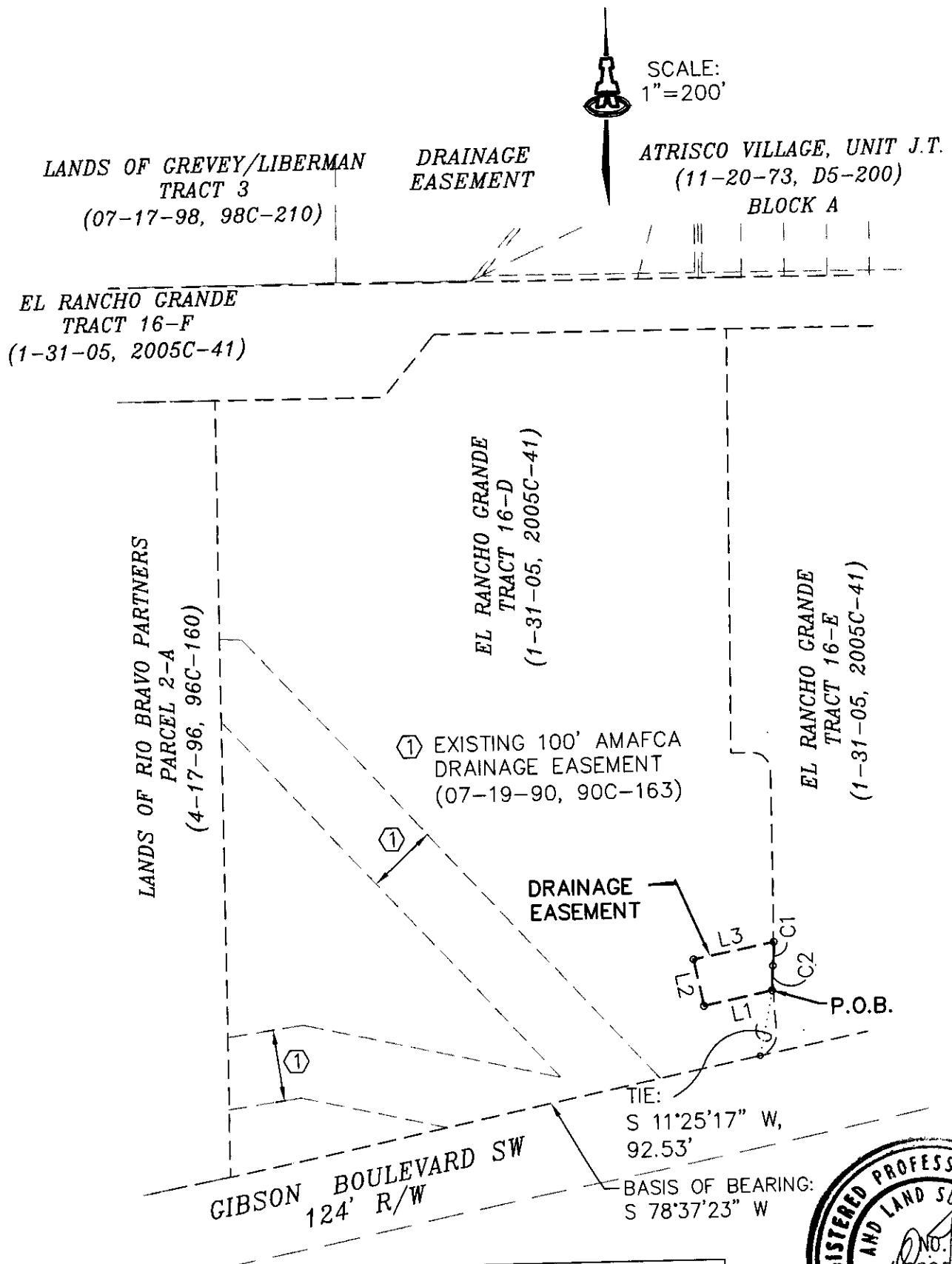


SCALE:
1"=200'

EXHIBIT 'A'

Page 1 of 3





LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 78°37'23" W	97.44
L2	N 11°22'37" W	67.00
L3	N 78°37'23" E	115.00

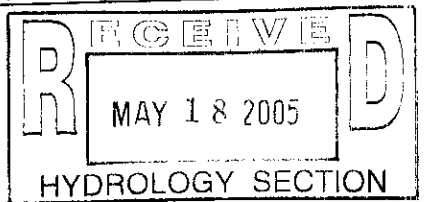
CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	300.00	34.55	17.29	34.53	S 03°19'20" W	6°35'52"
C2	300.00	34.76	17.40	34.74	S 03°18'08" W	6°38'16"



EXHIBIT 'A'

1394EXH POND ESMT.DWGanw 5/5/05

Page 2 of 3



LEGAL DESCRIPTION

THAT CERTAIN PARCEL of land situate within projected Section 5 Township 9 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being a portion of TRACT 16-D of the BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41, and being more particularly described as a Temporary Drainage Easement as follows:

BEGINNING at the southeast corner of said Temporary Drainage Easement, said point being on the easterly line of said TRACT 16-D, from whence a tie to the southeasterly corner of said TRACT 16-D bears S 11°25'17" W, 92.53 feet;

THENCE, leaving said easterly line and continuing S 78°37'23" W, 97.44 feet;

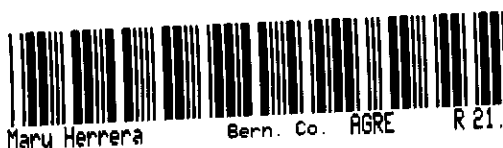
THENCE, N 11°22'37" W, 67.00 feet;

THENCE, N 78°37'23" E, 115.00 feet to a point of non-tangent curvature;

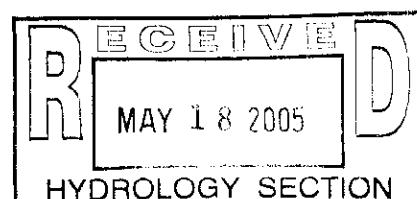
THENCE, 34.55 feet along along the arc of a curve to the right whose radius is 300.00 feet and whose long chord bears S 03°19'20" W, 34.53 feet through a central angle of 6°35'52" to a point of reverse curvature;

THENCE, 34.76 feet along the arc of a curve to the left whose radius is 300.00 feet and whose long chord bears S 03°18'08" W, 34.74 feet through a central angle of 6°38'16" to the POINT OF BEGINNING of the herein described Temporary Drainage Easement and containing 0.1634 acres more or less.

Basis of bearing: South line of said TRACT 16-D (S 78°37'23" W) as found on said BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41.



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Page: 7 of 7
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1700

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PERMANENT EASEMENT

Grant of Permanent Easement, between Curb, Inc. ("Grantor"), whose address is 5160 San Francisco NE, Albuquerque, NM 87109 and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico, 87103.

Grantor grants to the City an exclusive, permanent easement ("Easement") in, over, upon and across the real property described on Exhibit "A" attached hereto ("Property") for the construction, installation, maintenance, repair, modification, replacement and operation of Public Storm Drainage Improvements, together with the right to remove trees, bushes, undergrowth and any other obstacles upon the Property if the City determines they interfere with the appropriate use of this Easement.

In the event Grantor constructs any improvements ("Improvements") within the Easement, the City has the right to enter upon Grantors property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the City. If the Work effects any Improvements or encroachments made by the Grantor, the City will not be financially or otherwise responsible for rebuilding or repairing the Improvements or encroachments. If in the opinion of the City, the Work to be performed by the City could endanger the structural integrity or otherwise damage the Improvements or encroachments, the Grantor shall, at its own expense, take whatever protective measures are required to safeguard the Improvements or encroachments.

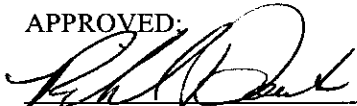
Grantor covenants and warrants that Grantor is the owner in fee simple of the Property, that Grantor has a good lawful right to convey the Property or any part thereof and that Grantor will forever warrant and defend the title to the Property against all claims from all persons or entities.

The grant and other provisions of this Easement constitute covenants running with the property for the benefit of the City and its successors and assigns until terminated.

This Easement shall not be effective unless approved by the City Engineer as shown in the signature block below.

WITNESS my hand and seal this 14th day of June, 2005.

APPROVED:



City Engineer

7-11-05

Dated

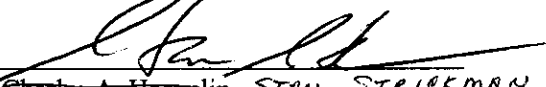
7-11-05

GRANTOR:

(Individual)

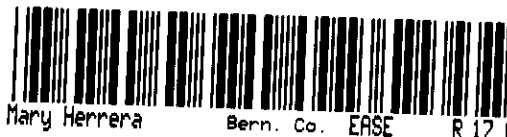
GRANTOR: Curb, Inc.

By:


Charles A. Huegelin STAN STRICKMAN

Its, Vice
President

(Corporation or Partnership)



INDIVIDUAL

STATE OF _____)
)ss
COUNTY OF _____)

This instrument was acknowledged before me on _____ day of _____, 20____, by
_____.

Notary Public

My Commission Expires:

CORPORATION

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on June 14, 2005,
by Stan Strickman, Vice President
Of Curb, Inc. a New Mexico corporation, on behalf of the corporation.



MARY S. STRICKMAN
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 3-28-07

Mary S. Strickman
Notary Public

My Commission Expires:

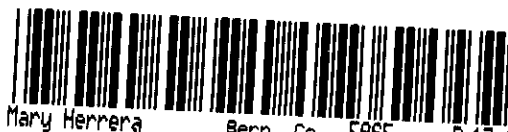
PARTNERSHIP

STATE OF _____)
)ss
COUNTY OF _____)

This instrument was acknowledged before me on _____ day of _____, 20____, by
_____, partners(s), on behalf of _____, a partnership.

Notary Public

My Commission Expires:



2005102780
6298829
Page: 2 of 5
07/18/2005 03:33P
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(EXHIBIT 'A' ATTACHED)



Mary Herrera

Bern. Co. ERSE

R 17.00

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Page: 3 of 5

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LANDS OF GREVEY/LIBERMAN
TRACT 3
(07-17-98, 98C-210)

DRAINAGE
EASEMENT

ATRISCO VILLAGE
UNIT J.T.
(11-20-73, D5-200)
BLOCK A

EL RANCHO GRANDE
TRACT 16-F
(1-31-05, 2005C-41)

LANDS OF RIO BRAVO PARTNERS
PARCEL 2-A
(4-17-96, 96C-160)

EL RANCHO GRANDE
TRACT 16-D
(1-31-05, 2005C-41)

EXISTING:
EL RANCHO GRANDE
TRACT 16-E
(1-31-05, 2005C-41)

PROPOSED:
EL RANCHO GRANDE,
UNIT 16
CPN 742881

TEMP. 12" PVC
STANDPIPE INLET

DRAINAGE
EASEMENT

24" SD

36" SD

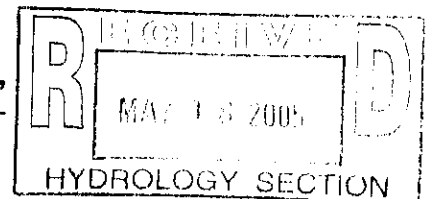
GIBSON BOULEVARD SW
124' R/W

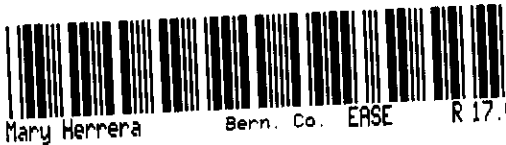
① EXISTING 100' AMAFCA DRAINAGE EASEMENT
(07-19-90, 90C-163)

SCALE:
1"=200'

EXHIBIT 'A'

Page 1 of 3

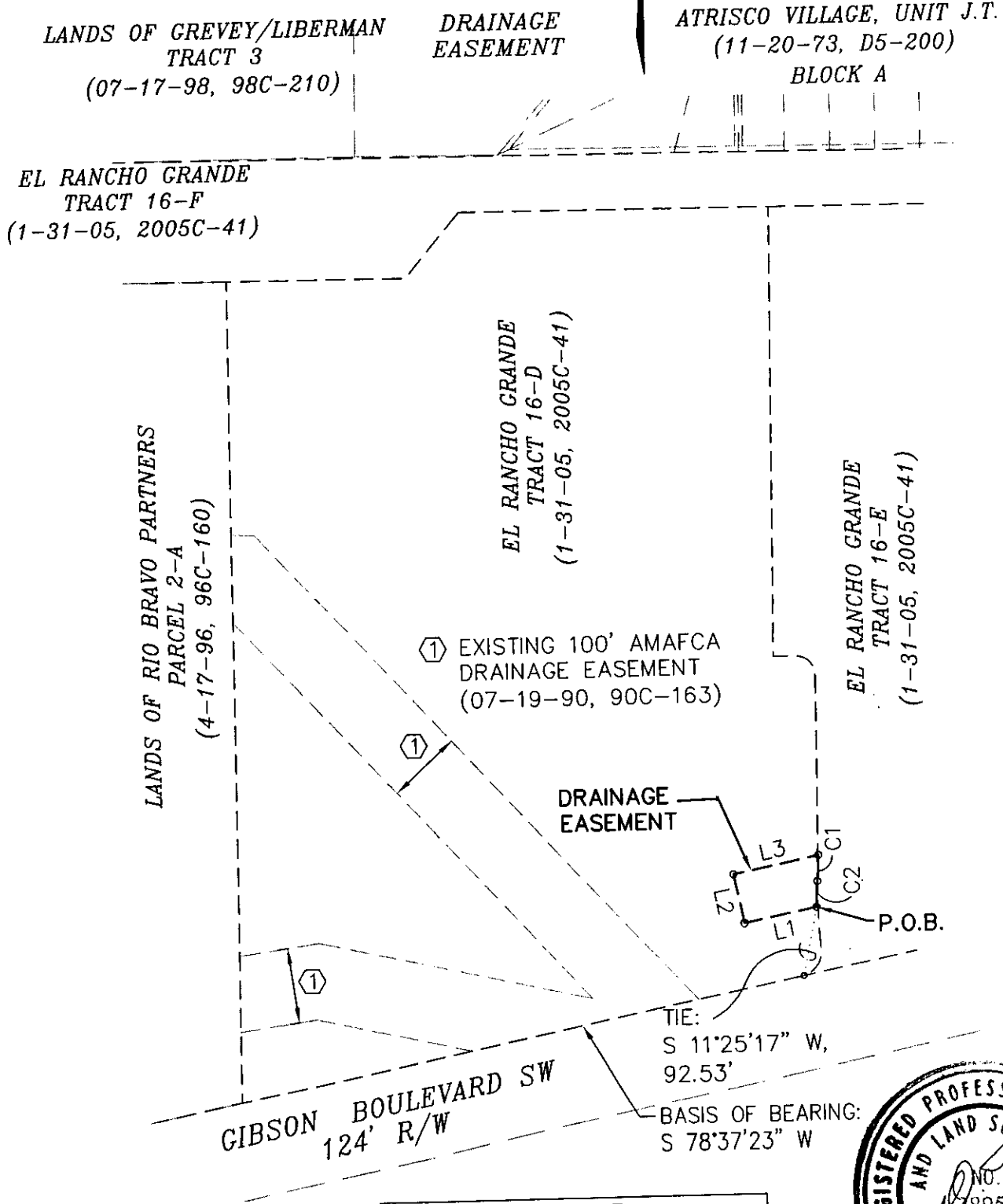




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Page: 4 of 5
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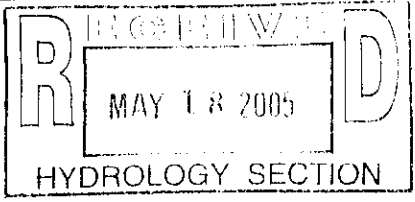
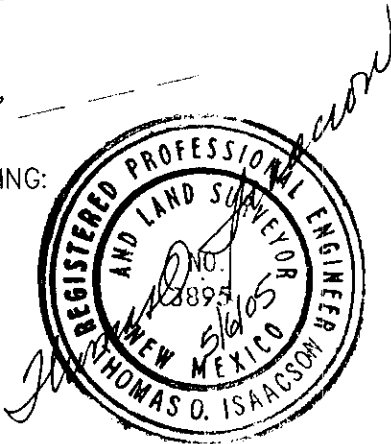


SCALE:
1"=200'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 78°37'23" W	97.44
L2	N 11°22'37" W	67.00
L3	N 78°37'23" E	115.00

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	300.00	34.55	17.29	34.53	S 03°19'20" W	6°35'52"
C2	300.00	34.76	17.40	34.74	S 03°18'08" W	6°38'16"



LEGAL DESCRIPTION

THAT CERTAIN PARCEL of land situate within projected Section 5 Township 9 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being a portion of TRACT 16-D of the BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41, and being more particularly described as a Temporary Drainage Easement as follows:

BEGINNING at the southeast corner of said Temporary Drainage Easement, said point being on the easterly line of said TRACT 16-D, from whence a tie to the southeasterly corner of said TRACT 16-D bears S 11°25'17" W, 92.53 feet;

THENCE, leaving said easterly line and continuing S 78°37'23" W, 97.44 feet;

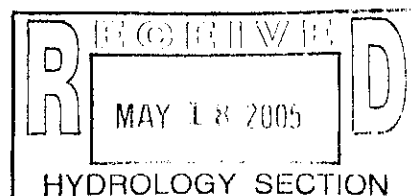
THENCE, N 11°22'37" W, 67.00 feet;

THENCE, N 78°37'23" E, 115.00 feet to a point of non-tangent curvature;

THENCE, 34.55 feet along the arc of a curve to the right whose radius is 300.00 feet and whose long chord bears S 03°19'20" W, 34.53 feet through a central angle of 6°35'52" to a point of reverse curvature;

THENCE, 34.76 feet along the arc of a curve to the left whose radius is 300.00 feet and whose long chord bears S 03°18'08" W, 34.74 feet through a central angle of 6°38'16" to the POINT OF BEGINNING of the herein described Temporary Drainage Easement and containing 0.1634 acres more or less.

Basis of bearing: South line of said TRACT 16-D (S 78°37'23" W) as found on said BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41.



PERMANENT EASEMENT

Grant of Permanent Easement, between Curb, Inc. ("Grantor"), whose address is 5160 San Francisco NE, Albuquerque, NM 87109 and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico, 87103.

Grantor grants to the City an exclusive, permanent easement ("Easement") in, over, upon and across the real property described on Exhibit "A" attached hereto ("Property") for the construction, installation, maintenance, repair, modification, replacement and operation of Public Storm Drainage Improvements, together with the right to remove trees, bushes, undergrowth and any other obstacles upon the Property if the City determines they interfere with the appropriate use of this Easement.

In the event Grantor constructs any improvements ("Improvements") within the Easement, the City has the right to enter upon Grantors property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the City. If the Work effects any Improvements or encroachments made by the Grantor, the City will not be financially or otherwise responsible for rebuilding or repairing the Improvements or encroachments. If in the opinion of the City, the Work to be performed by the City could endanger the structural integrity or otherwise damage the Improvements or encroachments, the Grantor shall, at its own expense, take whatever protective measures are required to safeguard the Improvements or encroachments.

Grantor covenants and warrants that Grantor is the owner in fee simple of the Property, that Grantor has a good lawful right to convey the Property or any part thereof and that Grantor will forever warrant and defend the title to the Property against all claims from all persons or entities.

The grant and other provisions of this Easement constitute covenants running with the property for the benefit of the City and its successors and assigns until terminated.

This Easement shall not be effective unless approved by the City Engineer as shown in the signature block below.

WITNESS my hand and seal this 14th day of JUNE, 2005.

APPROVED:

[Signature]
City Engineer

7-11-05
Dated

[Signature]

GRANTOR:

[Signature]
(Individual)

GRANTOR: Curb, Inc.

By: [Signature]

Its: VICE-PRES.
(Corporation or Partnership)



OFFICIAL SEAL
RICHARD J. SQUIDES
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires:



INDIVIDUAL

STATE OF _____)
)ss
COUNTY OF _____)

This instrument was acknowledged before me on _____ day of _____, 20____, by
_____.

Notary Public

My Commission Expires:

CORPORATION

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 14th day of June, 2005, by
STAN STRICKMAN, IT VICS - PRESIDENT
Of Curb, Inc. a New Mexico corporation, on behalf of the corporation.

Notary Public

My Commission Expires:
10/1/07



OFFICIAL SEAL
RICHARD J. SQUIRES
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 10/1/07

PARTNERSHIP

STATE OF _____)
)ss
COUNTY OF _____)

This instrument was acknowledged before me on _____ day of _____, 20____, by
_____, partners(s), on behalf of _____, a partnership.

Notary Public

My Commission Expires:

(EXHIBIT 'A' ATTACHED)

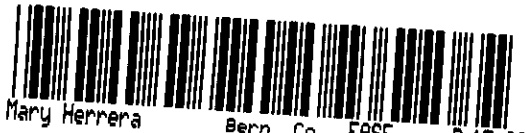


Mary Herrera

Bern. Co. EASE

R 17.00

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Mary Herrera

Bern. Co. ERSE

R 17.00

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LANDS OF GREVEY/LIBERMAN
TRACT 3
(07-17-98, 98C-210)

DRAINAGE
EASEMENT

ATRISCO VILLAGE
UNIT J.T.
(11-20-73, D5-200)
BLOCK A

EL RANCHO GRANDE
TRACT 16-F
(1-31-05, 2005C-41)

OVERFLOW
SPILLWAY

TEMP. RETENTION
POND 1
V10-DAY=1.655 Ac-Ft
VPOND=0.438 Ac-Ft
BTM ELEV=5270.0
TOP ELEV=5273.0
OVERFLOW TO AMOLE ARROYO
AT WSEL=5272.0
VAMOLE=1.217 Ac-Ft

TEMP.
RETENTION
POND 2
V10-DAY REQ'D=
0.303 Ac-Ft
VPOND=0.501 Ac-Ft
WSEL=5258.0
BTM ELEV=5256.0
TOP ELEV=5258.5

LANDS OF RIO BRAVO PARTNERS
PARCEL 2-A
(4-17-96, 96C-160)

EL RANCHO GRANDE
TRACT 16-D
(1-31-05, 2005C-41)

DRAINAGE
EASEMENT

EXISTING:

EL RANCHO GRANDE
TRACT 16-E
(1-31-05, 2005C-41)

PROPOSED:
EL RANCHO GRANDE,
UNIT 16
CPN 742881

10'
OVERFLOW
SPILLWAY

TEMP.
RETENTION
POND 3
V10-DAY REQ'D=2.316 Ac-Ft
VPOND=3.070 Ac-Ft
WSEL=5258.1
BTM ELEV=5255.0
TOP ELEV=5259.0

10' OVERFLOW
SPILLWAY

GIBSON BOULEVARD SW
124' R/W

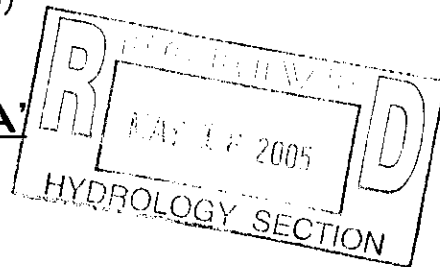
① EXISTING 100' AMAFCA DRAINAGE EASEMENT
(07-19-90, 90C-163)

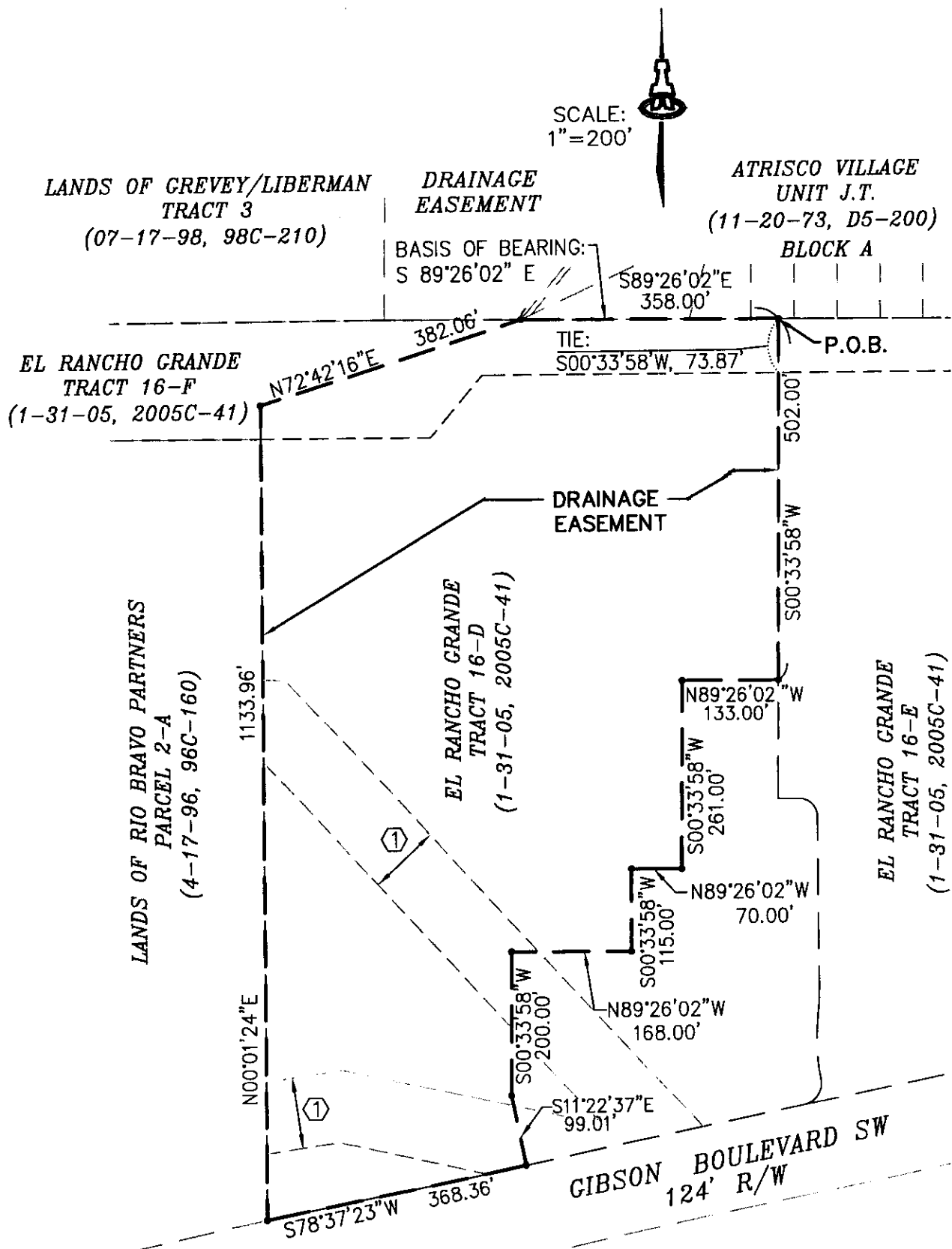


SCALE:
1"=200'

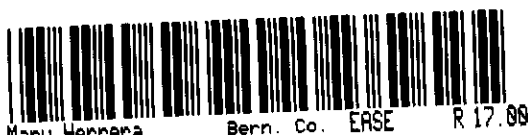
EXHIBIT 'A'

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① EXISTING 100' AMAFCA DRAINAGE EASEMENT
(07-19-90, 90C-163)

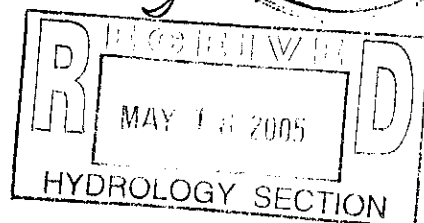
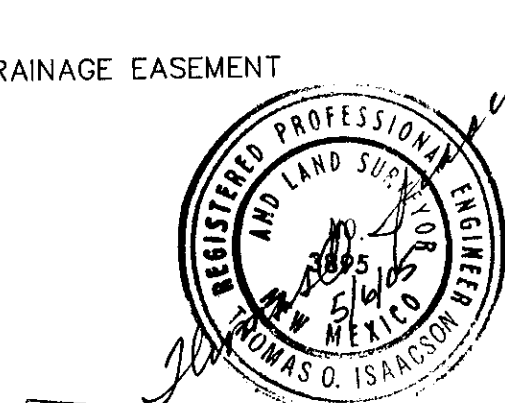


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LEGAL DESCRIPTION

THAT CERTAIN PARCEL of land situate within projected Section 5 Township 9 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being a portion of TRACT 16-D and a portion of TRACT 16-F, of the BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41, and being more particularly described as a Temporary Drainage Easement as follows:

BEGINNING at the northeast corner of said Temporary Drainage Easement, said point being on the northerly line of said TRACT 16-F, from whence a tie to the northeasterly corner of said TRACT 16-D bears S 00°33'58" W, 73.87 feet;

THENCE, leaving said northerly line and continuing S 00°33'58" W, 502.00 feet to a point, said point being on the easterly line of said TRACT 16-D;

THENCE, leaving said easterly line and continuing N 89°26'02" W, 133.00 feet;

THENCE, S 00°33'58" W, 261.00 feet;

THENCE, N 89°26'02" W, 70.00 feet;

THENCE, S 00°33'58" W, 115.00 feet;

THENCE, N 89°26'02" W, 168.00 feet;

THENCE, S 00°33'58" W, 200.00 feet;

THENCE, S 11°22'37" E, 99.01 feet to a point being on the southerly line of said TRACT 16-D;

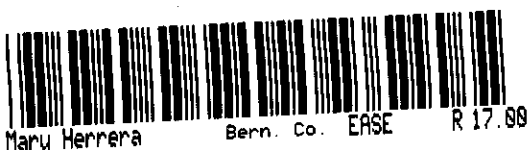
THENCE, continuing along said southerly line S 78°37'23" W, 368.36 feet to a point being common with the southwest corner of said TRACT 16-D;

THENCE, N 00°01'24" E, 1133.96 feet;

THENCE, N 72°42'16" E, 382.06 feet to a point being on the northerly line of said TRACT 16-F;

THENCE, continuing along said northerly line S 89°26'02" E, 358.00 feet to the POINT OF BEGINNING of the herein described Temporary Drainage Easement and containing 15.3302 acres more or less.

Basis of bearing: Northerly line of said TRACT 16-F (S 89°26'02" E) as found on said BULK LAND PLAT FOR TRACTS 16-A, 16-B, 16-C, 16-D, 16-E, AND 16-F, EL RANCHO GRANDE, as the same is shown and designated on the plat recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 31, 2005, in Book 2005C, Page 41.



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