

ZAP A10

GRANT OF EASEMENT
FLOODWAY AND STORM DRAINAGE WORKS

ALBUQUERQUE TECHNICAL VOCATIONAL INSTITUTE

____ (name(s)) _____ (marital status), Grantor(s), being the owner(s) of the property described herein, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to the ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY, a political subdivision of the State of New Mexico, (AMAFCA), its successors and assigns, the permanent right and easement for drainage, flood control and the conveyance and storage of storm water, and for the construction, reconstruction, operation and maintenance of, and access to, such appurtenant facilities as may be necessary on, in, under, over and across the following described real estate:

The land in which the foregoing rights and easement are granted is located within Lot(s) _____, Block _____, Tract _____, Unit _____ of LANDS OF ALBUQUERQUE T-VI subdivision in Bernalillo County, New Mexico, being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Except with the written approval of AMAFCA, no fence, wall, building, or other obstruction may be placed or maintained in said easement, and there shall be no alteration of the grades or contours in said easement. The granting of this easement shall not obligate AMAFCA to maintain any arroyo, drainage channel or other facility, nor shall this easement require AMAFCA to provide for the protection of property lying outside of the easement granted. AMAFCA shall only maintain property and/or improvements that it specifically agrees, by written agreement filed for public record, to maintain. Unless AMAFCA specifically so agrees to maintain property and/or improvements, all maintenance responsibility shall remain with the Grantor. Landscaping or maintenance work by the Grantor, within the easement hereby conveyed, shall not alter the present flowline, capacity, or permeability of the present flood way area, except in an emergency. If emergency work is performed, Grantor shall notify AMAFCA as soon as practical thereafter. AMAFCA will then determine if the emergency work can remain or must be removed or modified. Safe locations for structures built on lands adjacent to the easement described herein may be substantially outside of the described area.

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

TO HAVE AND TO HOLD the said right and easement for the uses and purposes aforesaid, unto AMAFCA, its successors and assigns, to run with the land forever. However, to the extent any portion of the above granted easement area is declared unnecessary for flood

Revised
April 2, 2001

AMAFCA



Mary Herrera

Bern. Co. EASE

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control or drainage by the Board of Directors of the Albuquerque Metropolitan Arroyo Flood Control Authority, said portion of the easement shall revert to the Grantor. Any such reversion shall be accomplished by way of a quitclaim deed to Grantor, its successors or assigns.

THERE IS RESERVED to the Grantors, their successors and assigns, the right to use said lands for open space and landscaping. Such open space and landscaping shall not interfere with the rights and easements granted to AMAFCA. Other purposes, which will not interfere with the rights and easements hereby granted, may be permitted, provided that Grantor obtains AMAFCA's written licensed approval for such use, not to be unreasonably withheld.

WITNESS _____ hand__ and seal__ this 22 day of May, 2002.

GRANTORS:

Michael J. Glennon

Michael J. Glennon

ACKNOWLEDGMENT FOR NATURAL PERSONS

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

This instrument was acknowledged before me on _____, 200__ by _____.

My commission expires: _____

Notary Public

ACKNOWLEDGMENT FOR CORPORATIONS/PARTNERSHIPS

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

This instrument was acknowledged before me on May 22, 2002 by Michael J. Glennon, the President of Albuquerque TVI.

My commission expires: 8/4/04

Elizabeth Lucio
Notary Public

Revised
April 2, 2001

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EXHIBIT A

LANDS OF ALBUQUERQUE TECHNICAL VOCATIONAL INSTITUTE
 WARRANTY DEED
 Doc No 84 19449

SCALE: 1" = 200'

FUTURE RAINBOW BOULEVARD

UNIVERSE BOULEVARD

PROPOSED FENCE

PROPOSED ACCESS ROAD

PRUDENT LINE OF THE WEST BRANCH OF THE CALABACILLAS ARROYO

78.00' EASEMENT FOR PUBLIC ROADWAY, DRAINAGE AND UTILITIES

30' EASEMENT FOR PUBLIC UTILITIES

EASEMENT FOR DRAINAGE AND FLOODWAY FOR THE WEST BRANCH OF THE CALABACILLAS ARROYO WITHIN LANDS OF ALBUQUERQUE TECHNICAL VOCATIONAL INSTITUTE

PRUDENT LINE

51.20' EASEMENT FOR PUBLIC ROADWAY, DRAINAGE AND UTILITIES

43.00' RIGHT-OF-WAY FOR UNIVERSE BLVD DEDICATED BY SEVILLE Plat filed 03/02/01 Book 2001C, page 223

40' DRAINAGE EASEMENT

50' PLAINS ELECTRIC EASEMENT

A.C.S. STA "1-A10"
 X = 358,933.85
 Y = 1,534,660.24

Survey Data:
 N21°34'25"E 4056.31'
 S89°46'18"E 41.66'
 S00°13'48"W 39.63'
 S52°28'50"E 212.28'
 S34°06'24"E 305.51'
 S47°24'31"E 227.70'
 N70°04'27"E 322.33'
 N70°04'27"E 322.33'
 N84°52'41"E 808.99'
 N89°49'57"W 1187.84'
 N00°16'33"E 98.69'
 N89°49'57"W 136.37'
 N69°03'13"E 249.97'
 N54°24'14"E 249.97'
 S00°16'33"W 98.69'
 S00°13'48"W 39.63'

SURVEY DESCRIPTION

A certain parcel of land being described as an easement for public utilities situate within projected Section 4, Township 11 North, Range 2 East, New Mexico Principal Meridian, in the Town of Alameda Grant, City of Albuquerque, Bernalillo County, New Mexico, comprising a portion of that parcel described in Warranty Deed filed in the office of the County Clerk of Bernalillo County, New Mexico on March 14, 1984, Document No. 8419449; and being more particularly described by New Mexico State Plane grid bearings and ground distances as follows:

Beginning at a point on the South Line of the above described tract of land, from whence the Southeast corner of the above tract bears S89°49'57"E, a distance of 52.69 feet, and the Albuquerque Control Survey Monument Station "1-A10" bears N21°34'25"E, a distance of 4056.31 feet; thence, from said point of beginning, N89°49'57"W, a distance of 1271.53 feet to a point; thence, S00°16'33"W, a distance of 98.69 feet to a point; thence, N89°49'57"W, a distance of 1187.84 feet to a point; thence, N54°24'14"E, a distance of 249.97 feet to a point; thence, N69°03'13"E, a distance of 808.99 feet to a point; thence, N70°04'27"E, a distance of 322.33 feet to a point; thence, N70°04'27"E, a distance of 322.33 feet to a point; thence, S34°06'24"E, a distance of 305.51 feet to a point; thence, S73°28'50"E, a distance of 212.28 feet to a point; thence, S47°24'31"E, a distance of 227.70 feet to a point; thence, S89°46'18"E, a distance of 41.66 feet to a point; thence, S00°13'48"W, a distance of 39.63 feet to the Southeast corner and point of beginning of the parcel herein described; containing 18.189 acres more or less.

SURVEYOR'S CERTIFICATE

I, Gayle D. Jewell, licensed New Mexico Surveyor No. 4071, do hereby certify that this plat and description were prepared by me or under my supervision and directions, and that the same are true and correct to the best of my knowledge and belief.

GAYLE D. JEWELL
 NO. 4071
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF NEW MEXICO

LARKIN GROUP
 8500 MENAUL NE, SUITE A-440
 ALBUQUERQUE, NEW MEXICO 87112
 TELEPHONE (505) 275-7500
 FAX (505) 275-0748

DATE: 05-14-02

I, Gayle D. Jewell, licensed New Mexico Surveyor No. 4071, do hereby certify that this plat and description were prepared by me or under my supervision and directions, and that the same are true and correct to the best of my knowledge and belief.

LARKIN GROUP PLC INC
8500 MENAUL NE. SUITE A-440
ALBUQUERQUE, NEW MEXICO 87112
TELEPHONE (505) 275-7500
FAX (505) 275-0748

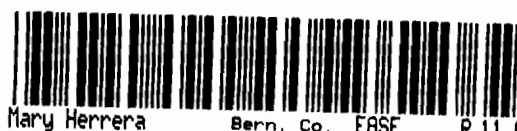
DATE 05-14-02

Gayle D. Jewell

SURVEY DESCRIPTION

A certain parcel of land being described as an easement for public utilities situate within projected Section 4, Township 11 North, Range 2 East, New Mexico Principal Meridian, in the Town of Alameda Grant, City of Albuquerque, Bernalillo County, New Mexico, comprising a portion of that parcel described in Warranty Deed filed in the office of the County Clerk of Bernalillo County, New Mexico on March 14, 1984, Document No. 8419449; and being more particularly described by New Mexico State Plane grid bearings and ground distances as follows:

Beginning at a point on the South Line of the above described tract of land, from whence the Southeast corner of the above tract bears S89°49'57"E, a distance of 52.69 feet, and the Albuquerque Control Survey Monument Station "1-A10" bears N21°34'25"E, a distance of 4036.31 feet; thence, from said point of beginning, N89°49'57"W, a distance of 1271.53 feet to a point; thence, S00°16'33"W, a distance of 98.69 feet to a point; thence, N89°49'57"W, a distance of 1187.84 feet to a point; thence, N54°24'14"E, a distance of 249.97 feet to a point; thence, N69°05'13"E, a distance of 808.99 feet to a point; thence, N84°32'41"E, a distance of 616.62 feet to a point; thence, N70°04'27"E, a distance of 322.33 feet to a point; thence, S72°48'50"E, a distance of 212.28 feet to a point; thence, S34°06'24"E, a distance of 305.51 feet to a point; thence, S47°24'31"E, a distance of 227.70 feet to a point; thence, S89°46'18"E, a distance of 41.66 feet to a point; thence, S00°13'48"W, a distance of 39.63 feet to the Southeast corner and point of beginning of the parcel herein described; containing 18,189 acres more or less.



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Parcel _____
ZAP A10 _____

ENCROACHMENT PERMIT AGREEMENT
IMPROVEMENTS WITHIN FLOODWAY AND STORM DRAINAGE WORKS EASEMENT

WHEREAS, the ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY ("AMAFCA") possesses a floodplain easement within Lot _____ Block _____ Tract _____ Unit _____ (Subdivision Name) Lands of Albuq., T-VI as the same has been filed for public record in Bernalillo County, New Mexico on the 4th day of June, 2002 as Document Number 2002071899; and

WHEREAS, said easement reserves to Owner, and her/his/its successors and assigns, the right to use said lands for purposes which will not interfere with the rights and easements granted, providing that the grantor obtains written approval for such use from AMAFCA; and

WHEREAS, the owner of said lot (name(s) Lands of Albuquerque Technical Vocational Institute (legal status) _____ ("OWNER") desires to encroach into said AMAFCA easement area and construct thereon certain appurtenances ("IMPROVEMENTS") with the intent that neither the present flowline, capacity, nor permeability of the present flood way shall be altered or changed.

NOW, THEREFORE, in return for the promises and covenants contained herein, AMAFCA hereby grants to OWNER, her/his/ its successors and assigns, this Permit to encroach upon the AMAFCA easement and to construct, operate and maintain the IMPROVEMENTS shown on attached Exhibit "A", subject to the following terms and conditions:

1. OWNER shall obtain AMAFCA's written approval for the following:
 - a. All pertinent plans for installation of the IMPROVEMENTS, which must be obtained prior to construction. Should such IMPROVEMENTS include a fence, plans shall include sufficient detail to assure that it will open and permit the free flow of storm water with related debris.
 - b. All changes to subject plans;
 - c. The commencement date of work within the AMAFCA easement; and
 - d. All future repair, modification, removal, or other activities affecting the completed IMPROVEMENTS.
2. OWNER shall provide AMAFCA with one set of "As Built" plans within thirty (30) days of completion of the IMPROVEMENTS.
3. AMAFCA shall have the authority to cause the installation of any of the IMPROVEMENTS to be stopped, or to require the IMPROVEMENTS removed from the easement area, if the construction does not comply with approved plans or if the IMPROVEMENTS are not maintained and the present flowline, capacity, or permeability of the present flood way has been altered or changed in such manner that prohibits or changes the continued free and unrestricted

Revised
April 2, 2001

Mary Herrera Bern. Co. AGRE R 13.00
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4. All construction, operation, maintenance, repair, relocation and removal of the IMPROVEMENTS shall be accomplished at OWNER's sole expense and in such a manner as shown on the plans approved by AMAFCA. The OWNER will be responsible for obtaining any additional permits as may be required.
5. OWNER shall maintain the IMPROVEMENTS as shown on the approved plans in good operating order. OWNER shall immediately repair any damage, which may occur to the IMPROVEMENTS within the arroyo. The arroyo included in this easement is a natural channel and is subject to erosion (degradation), sedimentation (aggradation), and meandering and flow path alteration by vegetation and rocks. AMAFCA does not maintain this arroyo to prevent these natural processes, and OWNER shall be responsible for protecting his property from stormwater flows in the arroyo, and any changes in the arroyo that may occur.
6. OWNER shall indemnify and hold AMAFCA harmless from all claims or judgments for damages or injury to property or persons arising from the construction, operation, maintenance, relocation or removal of the IMPROVEMENTS and related equipment, and shall defend AMAFCA against any such claim. Licensee shall reimburse AMAFCA for all costs and expenses incurred by AMAFCA resulting from the installation, operation, maintenance or removal of the IMPROVEMENTS should such activities be required to prevent damage to AMAFCA or others. Determination of whether such damage is likely shall be by AMAFCA, which determination shall be reasonable. This agreement to indemnify shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of: (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by AMAFCA, its agents or employees; or, (b) the giving of or the failure to give directions or instructions by AMAFCA, its agents or employees, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.
7. In the event that any of the IMPROVEMENTS become ineffective or endanger the flood control function of the arroyo, AMAFCA shall notify OWNER and OWNER shall promptly commence to correct such condition and restore the flood control function of the arroyo. In the event that OWNER fails to undertake or complete such repairs, AMAFCA may modify or remove the IMPROVEMENTS constructed on AMAFCA's easement, provided that AMAFCA gives OWNER thirty (30) days notice of such modification or removal.
8. Should OWNER fail to properly and timely maintain or repair any IMPROVEMENTS after timely notice from AMAFCA, AMAFCA may terminate this Permit and all rights and privileges herein granted. AMAFCA will provide the OWNER with thirty (30) days notice of such intent to terminate. Should AMAFCA need to terminate this Permit for any other reason, AMAFCA will provide OWNER with at least six (6) months notice of such.
9. If OWNER asserts that any AMAFCA action under this permit is unreasonable, OWNER shall have the right to appeal to the AMAFCA Board of Directors.
10. This permit shall be in full force and effect for 30 years from the date of signature from AMAFCA, must be renewed upon expiration, and the burden of timely renewal shall be on OWNER.

Revised
April 2, 2001



Mary Herrera

Bern. Co. AGRE

R 13.00

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11. Nothing in this Permit shall be construed to create in any person or entity, other than AMAFCA and Owner, any rights whatsoever, including but not limited to the rights of a third party beneficiary, nor to authorize any third party to maintain a suit or any other claim.
12. OWNER covenants and warrants that they are the owners in fee simple of the property and that they have a good and lawful right to enter into this Agreement.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties hereto.

Witness our hands and seals this 22 day of May, 2002.

TERMS AND CONDITIONS OF PERMIT AGREED TO AND ACKNOWLEDGED.

OWNER:

Michael J. Glennon

Michael J. Glennon

ALBUQUERQUE METROPOLITAN ARROYO FLOOD
CONTROL AUTHORITY:

By:

John P. Kelly
John P. Kelly, P.E., Executive Engineer

ACKNOWLEDGMENTS

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

This instrument was acknowledged before me on May 22, 2002 by Michael J. Glennon (OWNER).

My Commission Expires: 8/4/04
(SEAL)

Elizabeth Lucero
Notary Public

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

This instrument was acknowledged before me on June 4th, 2002 by John P. Kelly, Executive Engineer of the Albuquerque Metropolitan Arroyo Flood Control Authority, a political subdivision of the State of New Mexico, on behalf of said political subdivision.

My Commission Expires:

July 2, 2004 OFFICIAL SEAL
(SEAL) Martin Eckert, Jr.
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 7/2/04

Martin Eckert, Jr.
Notary Public

Revised
April 2, 2001



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Mary Herrera

Bern. Co. AGRE

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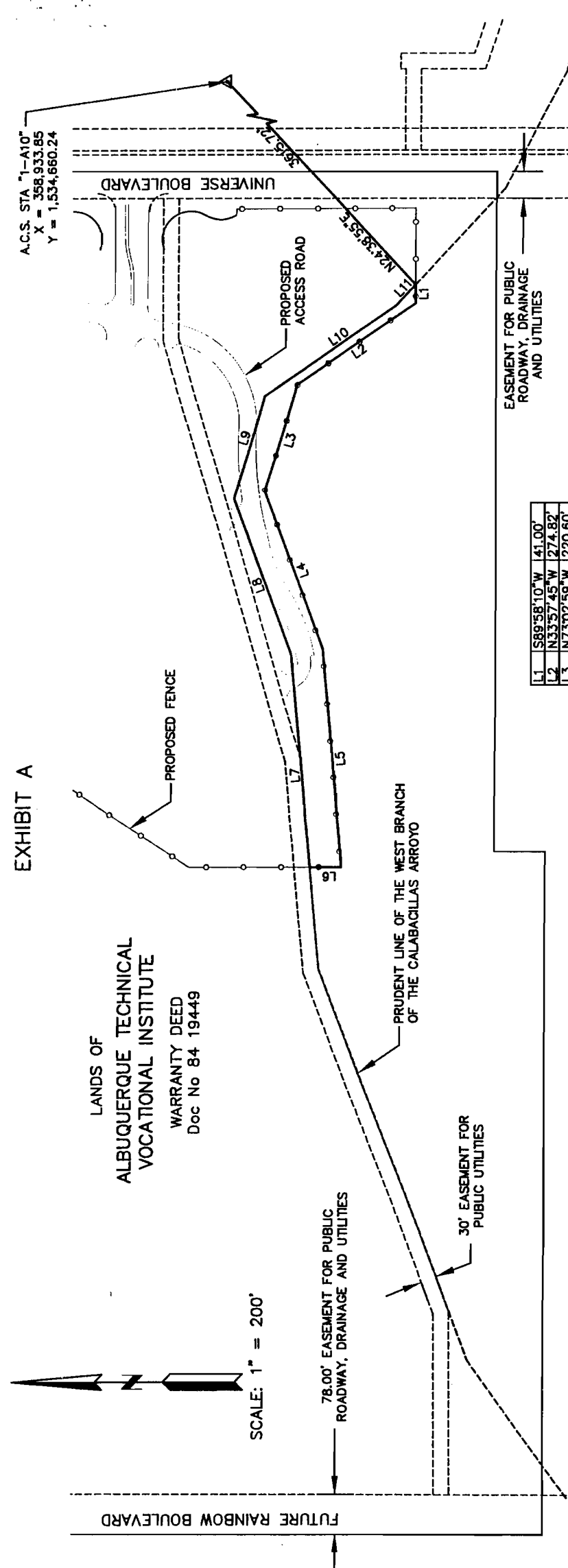
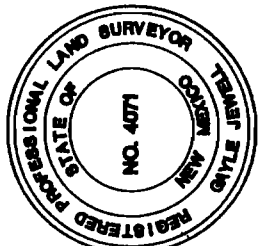


EXHIBIT A

LANDS OF
ALBUQUERQUE TECHNICAL
VOCATIONAL INSTITUTE
WARRANTY DEED
Doc No 84 19449

SCALE: 1" = 200'

L1	S89°58'10"W	41.00'
L2	N33°57'45"W	274.82'
L3	N73°02'59"W	220.60'
L4	S70°16'24"W	329.07'
L5	S85°00'00"W	424.29'
L6	N00°03'39"E	61.21'
L7	N84°52'41"E	416.21'
L8	N70°04'23"E	322.33'
L9	S73°28'50"E	212.28'
L10	S34°06'24"E	305.51'
L11	S47°24'31"E	155.91'



EASEMENT FOR IMPROVEMENTS WITHIN
THE PRUDENT LINE OF THE WEST
BRANCH CALABACILLAS ARROYO

SURVEY DESCRIPTION

A certain parcel of land being described as an easement for public utilities situate within projected Section 4, Township 11 North, Range 2 East, New Mexico Principal Meridian, in the Town of Alameda Grant, City of Albuquerque, Bernalillo County, New Mexico, comprising a portion of that parcel described in Warranty Deed filed in the office of the County Clerk of Bernalillo County, New Mexico on March 14, 1984, Document No. 8419449; and being more particularly described by New Mexico State Plane grid bearings and ground distances as follows:

Beginning at the most Easterly corner of the parcel herein described, from whence the Albuquerque Control Survey Station "1-A10" bears N24°38'55"E, a distance of 3615.72 feet; thence, from said beginning, S89°58'10"W, a distance of 41.00 feet to a point; thence, N33°57'45"W, a distance of 274.82 feet to a point; thence, N73°02'59"W, a distance of 220.60 feet to a point; thence, S70°16'24"W, a distance of 329.07 feet to a point; thence, S85°00'00"W, a distance of 424.29 feet to a point; thence, N00°03'39"E, a distance of 61.21 feet to a point; thence, N84°52'41"E, a distance of 416.21 feet to a point; thence, N70°04'23"E, a distance of 322.33 feet to a point; thence, S73°28'50"E, a distance of 212.28 feet to a point; thence, S34°06'24"E, a distance of 305.51 feet to a point; thence, S47°24'31"E, a distance of 155.91 feet to the point of beginning of the parcel herein described; containing 1.438 acres more or less.

SURVEYOR'S CERTIFICATE

I, Gayle D. Jewell, licensed New Mexico Surveyor No. 4071, do hereby certify that this plat and description were prepared by me or under my supervision and directions, and that the same are true and correct to the best of my knowledge and belief.



8500 MENAUL NE, SUITE A-440
ALBUQUERQUE, NEW MEXICO 87112
TELEPHONE (505) 275-7500
FAX (505) 275-0748

Gayle D. Jewell
GAYLE D. JEWELL, NMPS 4071
DATE 05-14-02