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AMENDED EASEMENT AGREEMENT

THIS AGREEMENT is entered into effective the 31st day of December, 1996, by and between JULIAN CULL, a single man ("CULL"); MARTHA D. RISDAL, f/k/a MARTHA D. ROMERO, a married woman dealing in her sole and separate property ("RISDAL"), VERA GONZALES, a/k/a VERA MOYA, a married woman dealing in her sole and separate property ("GONZALES") and WINDMILL MANOR LIMITED PARTNERSHIP, a New Mexico Limited Partnership ("WINDMILL MANOR").

WHEREAS, CULL is the legal owner and RISDAL and GONZALES are the equitable owners of the following described real property located in the County of Bernalillo, State of New Mexico, to wit:

Tracts "A" and "B", WINDMILL MANOR, as the same are shown and designated on the Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on October 31, 1985 in Plat Book C28, Folio 151.

("Tract A and Tract B"); and

WHEREAS, WINDMILL MANOR is the owner of the following described real property located in the County of Bernalillo, State of New Mexico, to wit:

Lots 1, 2, and 3, WINDMILL MANOR, as the same are shown and designated on the Plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico on October 31, 1985 in Plat Book C28, Folio 151.

("Lots 1, 2, and 3"); and

WHEREAS, the parties executed an Easement Agreement dated August 2, 1996, filed August 2, 1996, in Book BCR 96-21, Pages 3469-3475, as Document No. 96-086160 ("Easement Agreement") which provided reciprocal cross access and drainage easements and a

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private drainage easement for the benefit of Tract A, Tract B and Lots 1, 2, and 3; and

WHEREAS, the parties desire to rescind and terminate the Easement Agreement; and

WHEREAS, the parties desire to provide for a new reciprocal cross access and drainage easements and a private drainage easement for the benefit of Tract A, Tract B and Lots 1, 2, and 3.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. The Easement Agreement is hereby declared null and void and of no further force and effect.

2. The parties hereby declare that Tract A, Tract B and Lots 1, 2, and 3 are subject to a non-exclusive perpetual reciprocal cross access and drainage easement as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE.

("Reciprocal Easement").

3. The Reciprocal Easement shall provide for ingress and egress to and from Valle Vista Drive, N.W. and Tract A, Tract B and Lots 1, 2, and 3.

4. The Reciprocal Easement shall further provide for drainage for the benefit of Tract A, Tract B and Lots 1, 2, and 3.

5. CULL, RISDAL and GONZALES hereby declare that Tract A is subject to a non-exclusive perpetual easement as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE.

("Private Drainage Easement").

6. The Private Drainage Easement shall provide for drainage for the benefit of Tract A, Tract B and Lots 1, 2, and 3.

7. Coincident with the further subdivision of Lots 1, 2, and 3 and the development of townhouses thereon, WINDMILL MANOR will improve the Reciprocal Easement and the Private Drainage Easement as required by the City of Albuquerque.

8. The repair and maintenance expenses for the Reciprocal Easement and Private Drainage Easement shall be initially borne by the owner(s) of Lots 1, 2 and 3, however, at such time as the owners of Tract A and/or Tract B utilize the Reciprocal Easement and/or Private Drainage Easement, said owners shall contribute prorata to the repair and maintenance expenses related to each such easement.

9. Vehicles shall not be parked within the Reciprocal Easement, nor shall any other obstructions be placed within the Reciprocal Easement.

10. Expenses related to the repair and maintenance of the Reciprocal Easement and Private Drainage Easement shall be due and payable by the owners responsible therefor within fifteen (15) days of written demand requesting payment; thereafter, said obligations shall bear interest at one and one-half percent (1.5%) per month until paid in full and shall be a lien upon the property of the owner failing to pay said amounts, which lien shall be subject to

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foreclosure in the same manner as mortgages and transcripts of judgment.

11. In the event the parties to this Agreement, their heirs, successors or assigns are required to enforce the provisions hereof by judicial proceedings, the prevailing party or parties shall be entitled to reasonable attorney's fees and court costs from the non-prevailing party.

12. The easements, rights and obligations created hereby shall be deemed to run with the land forever, and shall be binding upon and inure to the benefit of the undersigned, their heirs, successors and assigns in all respects.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals effective the date first hereinabove set forth.

Julian Cull
JULIAN CULL

Martha D. Risdal
MARTHA D. RISDAL

Vera Gonzales
VERA GONZALES

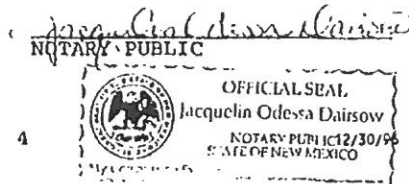
WINDMILL MANOR LIMITED
PARTNERSHIP, a New Mexico
Limited Partnership

By: Joseph M. Gonzales
Its: General Partner

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on December 31, 1996, by JULIAN CULL, a single man.

MY COMMISSION EXPIRES:
10/17/97



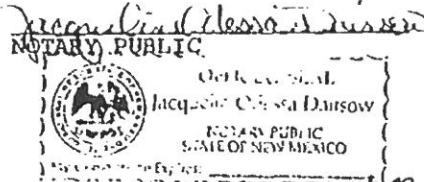
STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

g. Resendiz This instrument was acknowledged before me on 31st day
of December, 1996, by MARTHA D. RISDAL, a married woman.

MY COMMISSION EXPIRES:

10/17/97

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

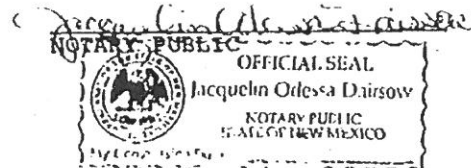


g. Resendiz This instrument was acknowledged before me on 31st day
of December, 1996, by VERA GONZALES, a married woman.

MY COMMISSION EXPIRES:

10/17/97

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)



g. Resendiz This instrument was acknowledged before me on 31st day
of December, 1996, by *Joseph M. Hamble* *General Partner*
of WINDMILL MANOR LIMITED PARTNERSHIP, a New
Mexico Limited Partnership.

MY COMMISSION EXPIRES:

10/17/97

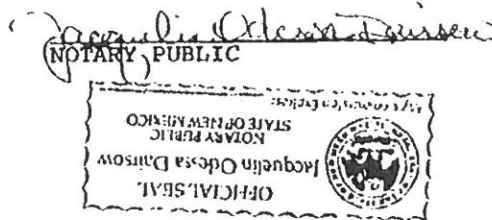


EXHIBIT "A"

RECIPROCAL CROSS ACCESS AND DRAINAGE EASEMENT

SEE ATTACHED

A reciprocal cross access and drainage easement comprising a portion of Tracts A, B, and Lot One (1), WINDMILL MANOR, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on October 31, 1985 in Volume C28, Folio 151, situate within Section 26, Township 11 North, Range 2 East, N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico, being more particularly described as follows:

Beginning at the northeast corner of said easement being the northeast corner of said Tract B lying on the west right of way line of Valle Vista Drive, N.W. from whence a tie to ACS monument "NM 448-N6A" bears S 01°36'37" E, a distance of 1742.23;

Thence from said beginning point, leaving said right of way line, N 89°40'15" W, a distance of 151.80 feet to the northwest corner of said easement;

Thence S 00°14'49" W, a distance of 318.86 feet to a point of curvature;

Thence along a tangent curve to the right having a radius of 15.00 feet, an arc length of 23.58 feet, and a delta angle of 90°04'56" to a point of tangency;

Thence N 89°40'15" W, a distance of 23.00 feet to a point;

Thence S 00°14'49" W, a distance of 40.00 feet to the southwest corner of said easement;

Thence S 89°40'15" E, a distance of 108.00 feet to the southeast corner of said easement;

Thence N 00°14'49" E, a distance of 40.00 feet to a point;

Thence N 89°40'15" W, a distance of 23.00 feet to a point of curvature;

Thence along a tangent curve to the right having a radius of 15.00 feet, an arc length of 23.54 feet, and a delta angle of 89°55'04" to a point of tangency;

Thence N 00°14'49" E, a distance of 269.89 feet to a point;

Thence along a tangent curve to the right having a radius of 15.00 feet, an arc length of 23.58 feet, and a delta angle of 90°04'56" to a point of tangency;

Thence S 89°40'15" E, a distance of 104.78 feet to a point lying on said west right of way line of Valle Vista Drive, N.W.;

Thence N 00°14'49" E, a distance of 34.00 feet to the point of beginning containing 19,224 square feet (0.441 acre) more or less.

EXHIBIT "B"

PRIVATE DRAINAGE EASEMENT

SEE ATTACHED

EXHIBIT "B"

A private drainage easement comprising a portion of Tracts A and B, WINDMILL MANOR, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on October 31, 1985 in Volume C28, Folio 151, situate within Section 26, Township 11 North, Range 2 East, N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico, being more particularly described as follows:

Beginning at the northeast corner of said easement being the northeast corner of said Tract A lying on the west right of way line of Valle Vista Drive, N.W. from whence a tie to ACS monument "NM 448-N6A" bears S 02°02'53" E, a distance of 1408.42;

Thence from said beginning point, leaving said right of way line, N 89°40'15" W, a distance of 80.00 feet to the northwest corner of said easement;

Thence S 00°14'49" W, a distance of 65.00 feet to the southwest corner of said easement;

Thence S 89°40'15" E, a distance of 80.00 feet to the southeast corner of said easement lying on the west right of way line of Valle Vista Drive, N.W.;

Thence N 00°14'49" E, a distance of 65.00 feet to the point of beginning containing 5200.00 square feet (0.119 acre) more or less.

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M. C. Valencia