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(12)

PERMANENT EASEMENT

Grant of Permanent Easement, between Bosque School ("Grantor"), whose address is 4000 Learning Road NW, Albuquerque, NM, 87120, and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, NM 87103.

WHEREAS, Bosque School ("Bosque"), a New Mexico non-profit corporation is the owner of certain real property described as Tract 9, North Andalucia at La Luz, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk, Bernalillo County, New Mexico on October 13, 2005, in Plat Book 2005c, Folio 342 (the "Bosque Property"); and

WHEREAS, Silver Leaf Ventures, LLC, a New Mexico limited liability company ("Silver Leaf") is the owner and developer of certain real property adjacent to the Bosque Property described as Tracts 1, 2 and 3, North Andalucia at La Luz, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk, Bernalillo County, New Mexico on October 12, 2005, in Plat Book 2005c, Folio 342 (the "Silver Leaf Property"); and

WHEREAS, as a condition to the site development plan approval of the Silver Leaf Property, Silver Leaf has requested that Bosque School grant this Easement to the City; and

WHEREAS, Bosque School and Silver Leaf have entered into an agreement (the "Agreement") dated September 20, 2006. Bosque School is willing to grant this Easement to the City.

THEREFORE: Document #2006180367 Document #2006180368
Bk. # A127 Pg. 9870 Bk. 127 Pg. 9871

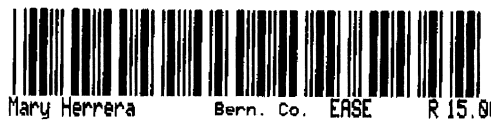
Grantor grants to the City and its assigns an exclusive, permanent easement ("Easement") in, over, upon and across the real property described on Exhibit "A" attached hereto ("Property") for the construction, installation, maintenance, repair, modification, replacement and operation of **public drainage pond**, 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 Grantor's 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 affects 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.

Notwithstanding any provision of the Agreement to the contrary, Bosque School agrees that the failure of Silver Leaf to perform any duty or obligation under the Agreement shall not affect the validity of this grant of Easement or Bosque's obligations and duties under this Easement, nor shall Bosque School have any cause of relief against the City based on the Agreement, nor will the Agreement give cause to terminate or breach this grant of Easement.

Grantor has the right at any time in the future to redesign or relocate the Easement, in whole or in part, at its sole cost and expense and without liability to the City, subject to its compliance with all rules, regulations and restrictions of the City then in effect, and further subject to the City's approval that such redesign or relocation will not compromise or endanger the structural integrity or otherwise damage existing improvements or encroachments on the Easement or on the relocated easement. This right to redesign or relocate the Easement shall not be extinguished by its exercise.

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



2006180369
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Page: 1 of 4
11/30/2006 04:33P
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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 until approved by the City Engineer as shown in the signature block below.

WITNESS my hand and seal this 15th day of November, 2006

APPROVED:

City Engineer

Date: 11-30-06

GRANTOR:

By:

Andrew Wooden

Title: Head of School

Date: 11-15-06

ACKNOWLEDGMENT FOR GRANTOR

STATE OF NEW MEXICO)

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COUNTY OF BERNALILLO)

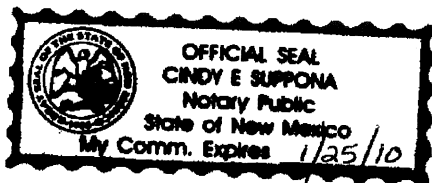
This instrument was acknowledged before me on this 15th day of November, 2006 by Andrew Wooden, Head of School of Bosque School, a non-profit New Mexico corporation.

(SEAL)

My Commission Expires:

1/25/2010

Notary Public



Mary Herrera

Bern. Co. EASE

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Page: 2 of 4

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(EXHIBIT "A" ATTACHED)

Legal Description- Public Drainage Pond Easement

A PUBLIC DRAINAGE POND EASEMENT SITUATE WITHIN TRACT 9, NORTH ANDALUCIA AT LA LUZ, AS THE SAME IS SHOWN AND DESIGNATED THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON OCTOBER 13, 2005 IN MAP BOOK 2005C, PAGE 342, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE COORDINATE GRID BEARINGS (CENTRAL ZONE-NORTH AMERICAN DATUM OF 1927) AND GROUND DISTANCES (US SURVEY FOOT) AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF DESCRIBED EASEMENT LYING ON THE WEST LINE OF THE LOWER CORRALES RIVERSIDE DRAIN, FROM WHENCE A TIE TO USCE MONUMENT "R898-1-A" BEARS S 04°28'24" E, A DISTANCE OF 5071.28 FEET;

THENCE LEAVING SAID WEST LINE, N 89°41'51" W, A DISTANCE OF 145.04 FEET TO THE SOUTHWEST CORNER OF DESCRIBED EASEMENT;

THENCE N 22°46'22" E, A DISTANCE OF 75.44 FEET TO AN ANGLE POINT;

THENCE N 36°35'24" E, A DISTANCE OF 218.13 FEET TO AN ANGLE POINT;

THENCE N 36°19'45" E, A DISTANCE OF 550.00 FEET TO THE NORTHWEST CORNER OF DESCRIBED EASEMENT;

THENCE S 58°14'46" E, A DISTANCE OF 100.32 FEET TO THE NORTHEAST CORNER OF SAID EASEMENT LYING ON SAID WEST LINE OF THE LOWER CORRALES RIVERSIDE DRAIN;

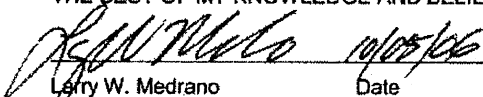
THENCE S 36°19'45" W, A DISTANCE OF 558.00 FEET TO A POINT OF CURVATURE;

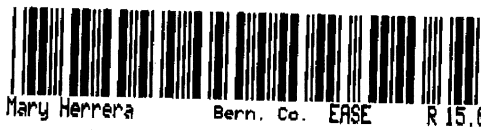
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 548.22 FEET, WITH AN ARC LENGTH OF 129.78 FEET, A DELTA ANGLE OF 13°33'41", HAVING A CHORD BEARING OF S 29°32'55" W, AND A CHORD LENGTH OF 129.46 FEET;

THENCE S 22°46'22" W, A DISTANCE OF 79.82 FEET TO THE POINT OF BEGINNING HAVING AN AREA OF 1.9407 ACRES (84,538 SQUARE FEET) MORE OR LESS, ALL AS SHOWN ON EXHIBIT "A".

Surveyor's Certificate

I, LARRY W. MEDRANO, A REGISTERED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM REQUIREMENTS FOR THIS CLASSIFICATION OF SURVEY AS PER THE MINIMUM STANDARDS FOR LAND SURVEYING IN NEW MEXICO AS ADOPTED BY THE N.M. BOARD OF REGISTRATION FOR ENGINEERS AND SURVEYORS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


Larry W. Medrano Date



Mary Herrera

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Page: 3 of 4
11/30/2006 04:33P
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Exhibit A

Curve Table

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	548.22'	128.78'	153.43°	63.15'	N 28°32'53" E	128.48'

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Page: 4 of 4

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Surveyor's Certificate

I, LARRY W. MEDRANO LICENSED UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS EASEMENT SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION FROM NOTES OF AN ACTUAL FIELD SURVEY, AND THE SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.



PRECISION
SURVEYS, INC.

8500-A Jefferson Street, NE
Albuquerque, NM 87113

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Page 2 of 2
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