

Exhibit 4

GRADING AND IMPROVEMENT AGREEMENT

THIS GRADING AND IMPROVEMENT AGREEMENT ("Agreement") is made this 1st day of April, 2011, by and among William E. Galbreth, and William E. Galbreth Land Development Co., LLC, whose address is 4830 Juan Tabo NE, Suite H, Albuquerque New Mexico 87111 (herein collectively "Galbreth") and AMERICUS, LLC, a New Mexico limited liability company, whose address is 8500 Washington NE, Suite A-5, Albuquerque, NM 87113 (herein "Owner").

RECITALS

WHEREAS, this Agreement is entered into pursuant to the terms of that certain Settlement Agreement and Release dated April 1, 2011 (herein "SAR"), by and between Buyer, William E. Galbreth, Seller and John Mechenbier and Mechenbier Construction, Inc; and

WHEREAS, Galbreth is the owner/developer of certain real property, which is described as Tract N-7-A Tanoan Properties, being a Replat of Tracts N-3, N-4 and N-7, Revision Plat of Tanoan Properties, as the same is shown and designated on the said plat filed for record in the Office of the County Clerk, Bernalillo County, New Mexico, as Document No. 2011032927 (herein "Galbreth's Land"); and

WHEREAS, Owner is the owner of certain real property which is described as Tract N-3-A Tanoan Properties, being a Replat of Tracts N-3, N-4 and N-7, Revision Plat of Tanoan Properties, as the same is shown and designated on the said plat filed for record in the Office of the County Clerk, Bernalillo County, New Mexico, as Document No. 2011032927 (herein "Owner's Land") and

WHEREAS, Galbreth will be improving and developing Galbreth's Land into a subdivision ("Subdivision") which will not include Owner's Land but which will necessitate Galbreth going onto the Owner's Land and Galbreth making certain improvements ("Improvements") to the Owner's Land; and

WHEREAS, in order to complete the construction of the Subdivision, it will be necessary that permanent structural fill be placed upon Owner's Land along the southern and eastern boundary of Galbreth's Land for the structural support of Galbreth's Land ("Improvements"); and

WHEREAS, for the orderly construction of the Subdivision and the Improvements to Owner's Land, it is necessary that the parties agree and cooperate with respect to the construction activities and that Galbreth obtain the right to construct the Improvements and a temporary construction and grading easement and agreement by the Owner to construct the Improvements in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Galbreth and Owner hereby grant, confirm, covenant and agree as follows:

1. Owner hereby grants to Galbreth the right to construct the Improvement on Owner' Land which will consist of a three-to-one retaining slope along the southern and eastern boundaries of Galbreth's Land, as more fully described in the Construction Plan, described below. Owner understands and agrees that the Improvements will be permanently a part of Owner's Land. Owner and its successors and assigns will take no action that will impair or reduce the structural integrity of the Improvements.

2. Owner hereby grants to Galbreth, and its employees, agents, successors and assigns, for the benefit and for the use by Galbreth, a free and unobstructed, non-exclusive temporary construction and grading easement ("Easement") over the Owner's Land in order for Galbreth to complete the Subdivision all in accordance with the proposed grading and construction plan prepared by Bohannon Huston, Inc., dated April 2010, entitled Pino Dam Spillway Modifications ("Construction Plan") and this Agreement and the documents referred to herein. Galbreth, its agents, contractors and assigns may go onto the Owner's Land at any and all times until the Easement is terminated to: a) construct the Subdivision; b) grade the Galbreth Land and the Owner's Land, and c) construct the Improvements and place the fill soil on Owner's Land all as set forth in this Agreement and the Exhibits attached hereto. Galbreth understands, acknowledges and agrees that: i) any soil that is placed on Owner's Land that is not structural fill as required by the Construction Plan must be removed when construction of the subdivision and the Improvements is complete, unless there is an agreement in writing to the contrary signed by Owner and Galbreth; and ii) nothing contained herein shall be deemed as granting to Tract N-7-A the right to drain over, on or across Tract N-3-A at any time.

3. Galbreth shall perform all work on the Owner's Land in accordance with the Construction Plan approved by Albuquerque Metropolitan Arroyo Flood Control Authority ("AMAFCA"), the New Mexico State Engineer and the City of Albuquerque or any other governmental agency having jurisdiction thereof and by Owner, copies of which will be immediately provided to Owner as such Construction Plan becomes available. Owner understands, acknowledges and agrees that the work to be performed by Galbreth will impact Owner's Land and that such work may include, but not be limited to, the following: removal and disposal of the existing vegetation, import of soil from the flood impound limits of Tract N-5-A, mechanical soils compaction and the re-vegetation and landscaping of Owner's Land to the specifications required by Bohannon Huston, Inc. and all applicable governmental agencies. All soil samples, engineering studies, compaction studies and reports that are performed shall be accordance with the Construction Plan and the standard specifications for geotechnical engineering, and specifically in compliance with all AMAFCA and all other governmental agencies having jurisdiction thereof. Owner shall be simultaneously copied on all soil samples, engineering studies, and compaction studies. All tests, studies and engineering specifications shall be certified by Bohannon Huston, Inc., (at the sole cost and expense of Galbreth) and provided to Owner.

Prior to the commencement of any construction activity, Owner shall be provided with a copy of the final Construction Plan that has been approved by AMAFCA and the State Engineer. Galbreth shall not commence construction on Owner's Land until Galbreth has obtained Owner's written consent and approval of the final Construction Plan as it relates to activities on Owner's Land, and such approval shall not be unreasonably withheld or delayed. In the event that Owner has not disapproved the Construction Plan within five (5) days of the date the Construction Plan was delivered to Owner, Owner will be deemed to have approved the Construction Plan, and Galbreth may commence construction on the Owner's Land. If Owner disapproves the Construction Plan, it shall do so by written notice to Galbreth before the end of said five (5) day period, which notice shall specify the grounds upon which Owner disapprove the Construction Plan. In the event the Parties are not able to resolve Owner's disapproval, the dispute will be resolved by Arbitration, which must be completed within thirty (30) days. Upon completion of the Improvements on the Owner's Land all work performed shall be certified as to completion in accordance with the Construction Plan by Bohannon Huston, Inc., and Bohannon Huston, Inc., shall certify that the Owner's Land is in a condition that meets the drainage standards of the City of Albuquerque or any other governmental agency that has jurisdiction thereof. Galbreth represents and

warrants to Owner that all work performed on Owner's Land shall be in accordance with the terms and specifications of this Agreement and the Construction Plan

4. Galbreth shall defend, protect, indemnify and hold harmless Owner, from and against all claims, including any action or proceedings brought thereon, all costs, losses, expenses and liabilities (including reasonable attorneys' fees) arising from, or as a result of, the performance of the work to be performed as specified by this Agreement. Any and all indemnification provisions contained herein shall exclude indemnification for all matters prohibited from indemnification by NMSA Section 56-7-1.

5. All construction and earthmoving activity to be undertaken by Galbreth shall be performed in such a manner as determined in the sole discretion of Galbreth, however, such work will be done in a good and workman-like manner substantially in accordance with the Construction Plan and sound construction standards.

6. Galbreth and Owner, their successors and assigns shall each obtain and maintain liability insurance on their respective property in an amount usual and customary for such property.

7. The Easement granted by this Agreement is not intended nor will it create any prescriptive rights in the public to use the Easement conveyed and granted in this Agreement.

8. This Agreement and the covenants and conditions contained in this Agreement shall inure to the benefit of and be binding upon Owner and the Owner's Land, and Galbreth and Galbreth's Land, and their successors and assigns. The Easement, and the benefits, burdens and obligations in this Agreement will create servitudes upon the Owner's Land and benefits for Galbreth's Land, and it shall run with the Owner's Land and Galbreth Land's until terminated as set forth in paragraph 11. The Improvements will survive the termination of the Easement.

9. The laws of the State of New Mexico will govern this Easement Agreement.

10. The Parties have agreed to terms for Arbitration and Dispute Resolution as set forth in the SAR which Arbitration and Dispute Resolution terms are incorporated herein by reference, and shall control the resolution of all issues pertaining to this Agreement.

11. The grant of the Easement as set forth in this Agreement shall terminate at the conclusion of the thirty-sixth month after the approval of AMAFCA and the State Engineer of the work described in this Agreement but in any event, this Easement shall terminate on the sixth anniversary of the date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the day and year as first set out above.

AMERICUS, LLC, a New Mexico limited liability company

By: 
Its: Managing Member

Date: April 1, 2011

William E. Galbreth

William E. Galbreth

Date: 4-1-11

WILLIAM E. GALBRETH LAND DEVELOPMENT CO., LLC

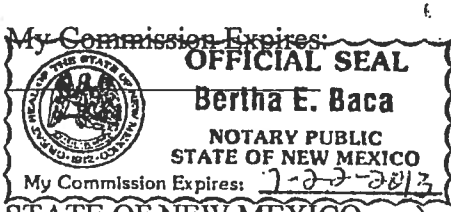
By: *William E. Galbreth*
William E. Galbreth

Date: 4-1-11

ACKNOWLEDGMENTS

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

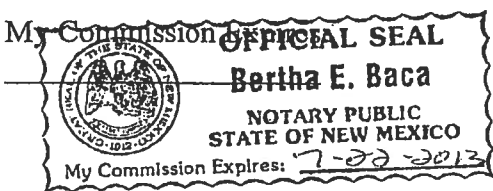
This instrument was acknowledged before me on April 1, 2011, by John Mechenbier, Managing Partner of Americus, LLC, a New Mexico limited liability company, on behalf of said company.



Bertha E. Baca
Notary Public

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

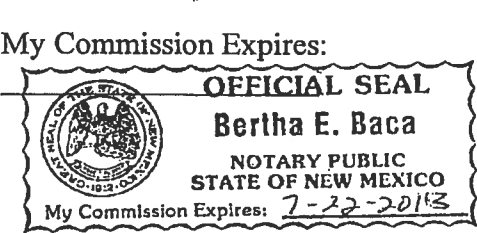
This instrument was acknowledged before me on the 1st day of April, 201¹0, by William E. Galbreth.



Bertha E. Baca
Notary Public

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

This instrument was acknowledged before me on April 1, 2011, by William E. Galbreth, Managing Member of William E. Galbreth Land Development Co., LLC, a New Mexico limited liability company, on behalf of said company.



Bertha E. Baca
Notary Public

