

LOCATION MAP
ZONE ATLAS PAGE H-15-Z

SUBDIVISION DATA

1. PROJECT NO.:
2. ZONE ATLAS INDEX NO.: H-15-Z
3. GROSS SUBDIVISION ACREAGE: 8.3091 ACRES
4. TOTAL NUMBER OF EXISTING LOTS: 3 LOTS
5. TOTAL NUMBER OF PROPOSED LOTS: 3 LOTS
6. DATE OF SURVEY: OCTOBER 2004
7. TALOS LOG NO.: 2004-42-3184
8. ZONING: C-3

NOTES

1. BEARINGS SHOWN ARE BASED ON THE RECORDED PLAT. DISTANCES ARE GROUND. BEARING AND DISTANCES ARE FIELD AND RECORD DATA. ROTATE BEARINGS 0°10'56" CLOCKWISE TO OBTAIN GRID BEARINGS (NM STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 27 DATUM).
2. UNLESS SHOWN OTHERWISE ALL PROPERTY CORNERS ARE MARKED WITH P.K. NAIL WITH SHINER, CHISELED "X" IN CONCRETE OR 1/2" REBAR AND CAP STAMPED "PS 10464".
3. THE PURPOSE OF THIS PLAT IS TO ADJUST LOCATION OF PROPERTY LINES BETWEEN EXISTING PARCELS AND TO GRANT ADDITIONAL ACCESS EASEMENTS AS SHOWN.
4. ACCESS EASEMENTS GRANTED BY THIS PLAT ARE TO BENEFIT PARCELS IIA-1 (SOUTH EASEMENT) AND PARCEL IIB-1 (NORTH EASEMENT). THE MAINTENANCE OF EACH EASEMENT IS THE RESPONSIBILITY OF OWNERS OF PARCELS BENEFITTING FROM THE EASEMENTS.
5. THE ENTIRE PROPERTY IS SUBJECT TO RECIPROCAL DRAINAGE EASEMENT, DOCUMENT NO. 86 58320, FILED JUNE 28, 1986 IN BOOK MSC. 368A, PAGE 550.
6. THE SUBJECT PROPERTY IS LOCATED WITHIN THE TOWN OF ALBUQUERQUE GRANT, PROJECTED SECTION 9, T10N, R3E, N1PM.

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON UPC#:

101505941503190101-1015059432046420105-1015059328905040104

PROPERTY OWNER OF RECORD: BURBONANT INVESTMENTS INC OWNER ETAL

BERNALILLO COUNTY TREASURER'S OFFICE: ROSA ALDRETT 5-17-05

LEGAL DESCRIPTION

PARCELS I, IIA AND IIB, AS SHOWN AND DESIGNATED ON THE PLAT "REDIVISION OF TRACT 'A' (NOW COMPRISING PARCEL I, PARCEL IIA & PARCEL IIB), UNIVERSITY TOWERS, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO" FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON FEBRUARY 27, 1985, IN VOLUME C26, FOLIO 108, AS DOCUMENT NO. 85 14584.

OWNER'S CERTIFICATION

THE SUBDIVISION SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) THEREOF. SAID OWNERS WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED, AND SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY GRANT ALL ACCESS, UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON FOR THE PURPOSES NOTED. SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DO HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED.

James A. Arias
FOR UNIVERSITY TOWERS PARTNERSHIP
DATE 11-10-04

ACKNOWLEDGEMENT

STATE OF New Mexico
COUNTY OF Bernalillo

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 10th DAY OF Nov, 2004, BY James A. Arias



OFFICIAL SEAL
Paula J. Myers
NOTARY PUBLIC-STATE OF NEW MEXICO
MY COMMISSION EXPIRES: 9/24/05
My commission expires: 9/24/05 NOTARY PUBLIC

James A. Arias
FOR BURBONANT INVESTMENTS, INC., A NEW MEXICO CORPORATION
DATE 11-10-04

ACKNOWLEDGEMENT

STATE OF New Mexico
COUNTY OF Bernalillo

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OFFICIAL SEAL
Paula J. Myers
NOTARY PUBLIC-STATE OF NEW MEXICO
MY COMMISSION EXPIRES: 9/24/05
My commission expires: 9/24/05 NOTARY PUBLIC

PLAT OF PARCELS I-A, IIA-1 AND IIB-1 UNIVERSITY TOWERS ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO OCTOBER 2004

APPROVED AND ACCEPTED BY:

ADRB-01768 #1003781
PROJECT NO.

Sharon Matson
C.O.A. PLANNING DEPARTMENT
DATE 4/13/05

Sharon M. Matson
A.M.A.F.B.A.
DATE 4-14-05

PHB Gal
CITY SURVEYOR
DATE 11-12-04

Bradley D. Bishop
CITY ENGINEER
DATE 4/13/05

Rogert Alsea
UTILITIES DEVELOPMENT DIVISION
CITY OF ALBUQUERQUE PUBLIC WORKS
DATE 4-13-05

Christina Sandoval
PARKS & RECREATION
DATE 4/13/05

N/A
PROPERTY MANAGEMENT
DATE

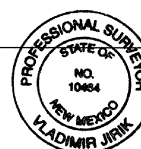
HH Sy
TRAFFIC ENGINEER
DATE 4-13-05



SURVEYOR'S CERTIFICATION

I, VLADIMIR JIRIK, A DULY QUALIFIED PROFESSIONAL SURVEYOR REGISTERED UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, SHOWS ALL EASEMENTS MADE KNOWN TO ME BY THE OWNER, UTILITY COMPANIES OR OTHER PARTIES EXPRESSING AN INTEREST AND THAT THE SURVEY MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS OF THE CITY OF ALBUQUERQUE SUBDIVISION ORDINANCE, AND THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF NEW MEXICO, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Vladimir Jirik
VLADIMIR JIRIK, NNPS 10464



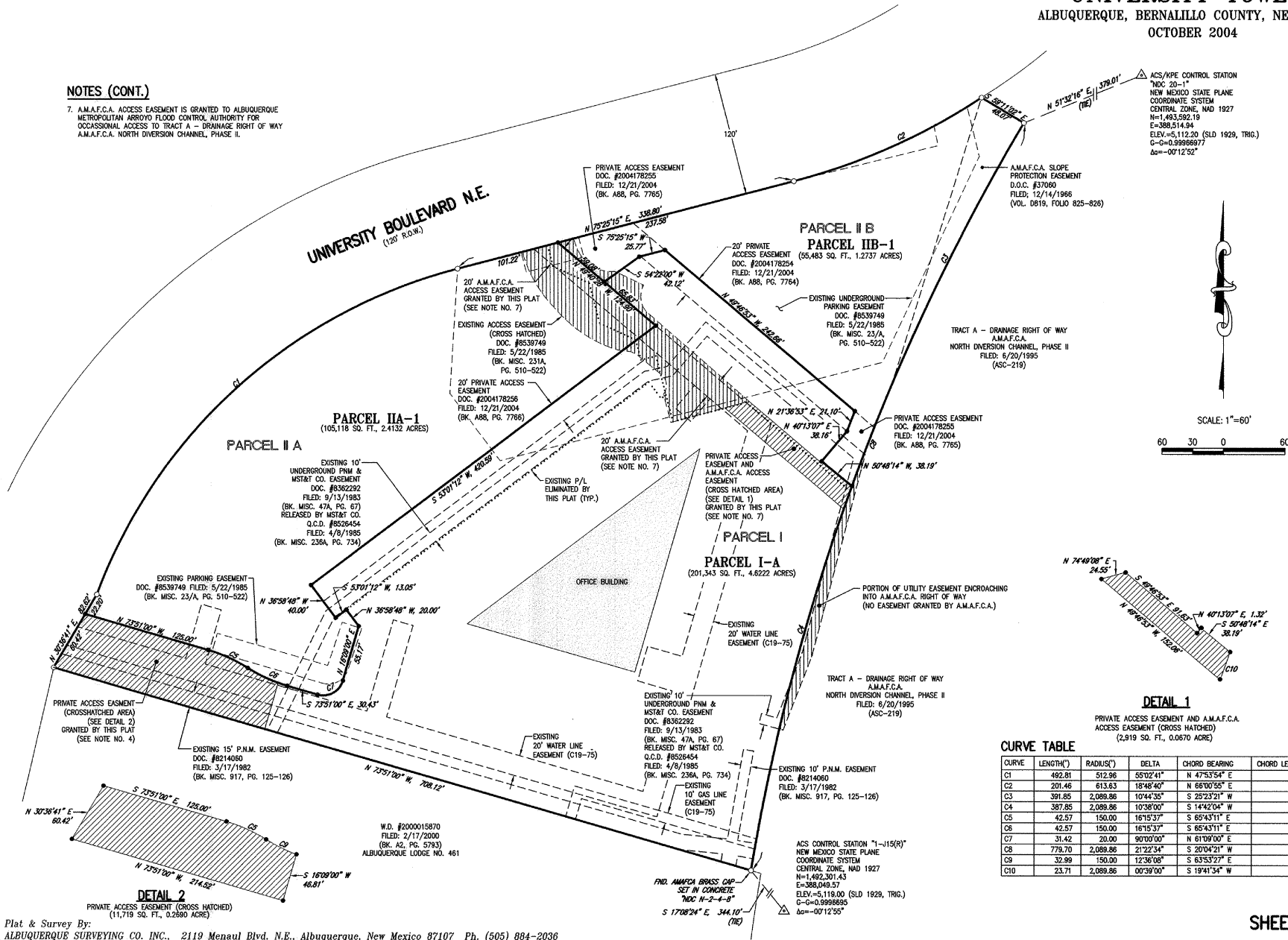
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DATE

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Page: 2 of 2
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Harry Herrera Bern. Co. PLRT

PLAT OF
PARCELS I-A, IIA-1 AND IIB-1
UNIVERSITY TOWERS
ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
OCTOBER 2004

NOTES (CONT.)

7. A.M.A.F.C.A. ACCESS EASEMENT IS GRANTED TO ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY FOR OCCASIONAL ACCESS TO TRACT A - DRAINAGE RIGHT OF WAY A.M.A.F.C.A. NORTH DIVERSION CHANNEL, PHASE II.



CURVE TABLE

CURVE	LENGTH(")	RADIUS(")	DELTA	CHORD BEARING	CHORD LENGTH(")
C1	492.81	512.86	55°02'41"	N 47°53'54" E	474.07
C2	201.46	613.63	18°46'40"	N 66°00'55" E	200.56
C3	391.85	2,089.86	10°44'35"	S 25°23'21" W	391.28
C4	387.85	2,089.86	10°38'00"	S 14°42'04" W	387.29
C5	42.57	150.00	16°15'37"	S 69°43'11" E	42.43
C6	42.57	150.00	16°15'37"	S 65°43'11" E	42.43
C7	31.42	20.00	90°00'00"	N 61°09'00" W	28.28
C8	779.70	2,089.86	21°22'34"	S 20°04'21" W	775.18
C9	32.99	150.00	12°36'08"	S 63°53'27" E	32.93
C10	23.71	2,089.86	00°39'00"	S 19°41'34" W	23.71

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Agreement") is made this 16th day of December, 2004, by and between **Burmound Investments, Inc.**, a New Mexico corporation, and **James A. Arias**, a married man dealing with his sole and separate estate, (referred to herein as "Grantor"), whose address is 1650 University NE, Suite 5-100, Albuquerque, New Mexico 87102, and **FOR 1031 University LLC**, an Idaho Limited Liability Company (referred to herein as "Grantee"), whose address is 12426 W. Explorer Dr., Ste 220, Boise, Idaho 83713, as follows:

RECITALS

WHEREAS By Warranty Deed dated December 16, 2004, and filed December 16, 2004, in the Office of the County Clerk of Bernalillo County, New Mexico, where it is recorded in Book A 88 at pages 5869, of the real estate records of Bernalillo County, New Mexico, **University Towers Partnership**, a New Mexico general partnership, sold and conveyed to Grantee a tract of land located in Bernalillo County, New Mexico, and more fully described in the deed therein, which legal description is incorporated herein by this reference (hereinafter referred to as the "Acquired Property"), and

WHEREAS the Grantee desires an access easement for ingress and egress to provide adequate room to facilitate and accommodate parking in the parking area adjacent to the easement granted herein; and,

WHEREAS, the Grantor, as owner of the property adjacent to the Acquired Property, has agreed to grant the Grantee an access easement for ingress and egress to provide adequate room to facilitate and accommodate parking in the parking area adjacent to the easement granted herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

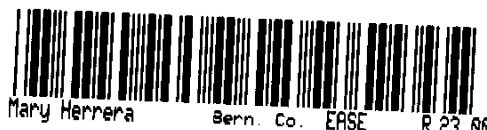
1. **Recitals.** The Recitals are incorporated into this Agreement by reference as if fully set forth.
2. **Grant of Easement.** Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee an access easement for ingress and egress for the benefit of the Acquired Property, which easement is more fully defined and described as follows:

See Exhibits "A" and "C" attached hereto and incorporated herein by this reference, and made a part of this Agreement,

(hereinafter referred to herein as the "Easement.")

3. **Easement to Run with the Land.** This Easement is intended to attach to and run with the lands described herein. It is further understood and agreed that the Easement granted by this Agreement is to be held by the respective parties as appurtenant to their respective properties. The grant and conveyance of the Easement by Grantor to Grantee made by this Agreement is intended for and shall inure to the benefit of Grantee, and any and all successors in interest of Grantee in and to any portion of the Acquired Property.

4. **Binding Effect.** The Easement created and granted by this Agreement is binding upon and shall inure to the benefit of the parties to this Agreement, and their respective heirs, successors, assigns and personal representatives, and any and all future grantees, transferees, parties of interest, and all guests and invitees of any of them.



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Page: 1 of 8
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Grant of Easement
Page 1 of 4

5. **Maintenance of the Easement.** Grantor and Grantee and the successors in interest to the Grantor and the Grantee shall be responsible for the care and maintenance of the Easement hereby created and granted and shall at all times use and maintain the Easement in such manner that it shall not in any way impair or damage any portion of property not included in the Easement. Grantor and Grantee and the successors in interest to the Grantor and the Grantee. Grantor and Grantee shall be responsible to see that no trash or litter is allowed to accumulate or remain upon the Easement, that it shall at all times be used in such manner that it shall not be or become a nuisance, and that its use, grading and maintenance shall not be conducted and used in such manner as to cause waste, erosion or damage to the property surrounding the easement.

6. **Amendment of Easement.** This Agreement shall be binding upon Grantor and Grantee, and all assigns and successors in interest of either them, and may not be amended except by a document in writing executed by and on behalf of Grantor and Grantee, or any successors in interest to Grantor and Grantee.

7. **Recording of Easement.** This Agreement shall be filed for record in the real estate records of the Office of the County Clerk of Bernalillo County, New Mexico.

8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings between them with respect to such matters.

9. **Notices.** Any notice to be given hereunder shall be in writing signed by the party giving notice, and shall be delivered to Grantor or to Grantee at the address set forth above in the introductory paragraph of this Agreement or to any such future address as to which notice has been given in accordance with this provision. Notice may be given by personal delivery to a managing agent or authorized agent of Grantor or Grantee or by certified mail to the address of Grantor or Grantee, return receipt requested. Notice by personal delivery shall be effective as of the date of delivery. Notice by certified mail, return receipt requested, shall be effective three days following the deposit of such notice in the United States mail with the proper amount of postage prepaid.

10. **Severability.** In the event it is claimed that any party is in default or has breached the terms of this Agreement, notice shall be given setting forth herein, describing in detail the nature of the breach or default and allowing the party to whom notice has been given not less than 30 days to correct or cure the breach or default.

11. **Attorneys Fees.** In the event legal action is brought with respect to this Agreement, the prevailing party shall be entitled to the recovery of its reasonable costs and expenses, including reasonable attorney fees, in such amount as may be awarded by the court.

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico. Each of the parties hereto, and all assigns and successors in interest to the parties hereto, consent and are subject to the personal jurisdiction of the appropriate court or courts within the State of New Mexico for the enforcement of or with regard to disputes relating to this Agreement.

13. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written.

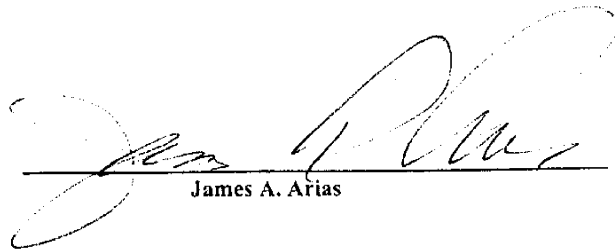
Burmout Investments, Inc., a New Mexico corporation.

By: _____

Its _____



Grant of Easement
Page 2 of 4

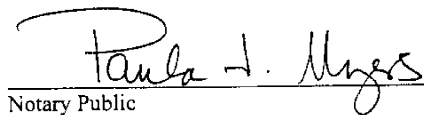

James A. Arias


FOR 1031 UNIVERSITY LLC

By: _____
Name:
Title:

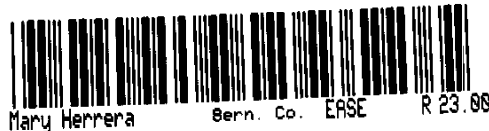
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on December 16th, 2004, by **James A. Arias**, a married man, dealing with his sole and separate estate.


Notary Public

 OFFICIAL SEAL
My Commission Expires
(SEAL) NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 9/26/2005

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



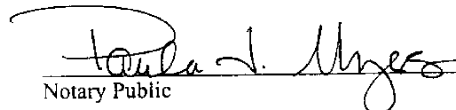
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Mary Herrera

Bern. Co. EASE

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This instrument was acknowledged before me on December 16th, 2004, by JAMES A. ARIAS as Vice President of **Burmout Investments, Inc.**, a New Mexico corporation.


Notary Public

My Commission Expires:
 OFFICIAL SEAL
Paula J. Myers
(SEAL) NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 9/26/2005

Grant of Easement
Page 3 of 4

STATE OF BOISE)
)ss.
COUNTY OF ADA)

This instrument was acknowledged before me on December ____, 2004, by _____, as
_____ of FOR 1031 UNIVERSITY LLC, on behalf of said company.

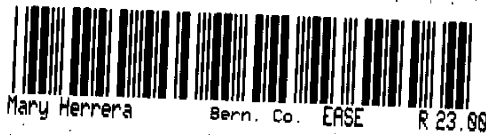
Notary Public

My Commission Expires:
(SEAL)

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EASE
Bern. Co.
Mary Herrera

Grant of Easement
Page 4 of 4

EXHIBIT A



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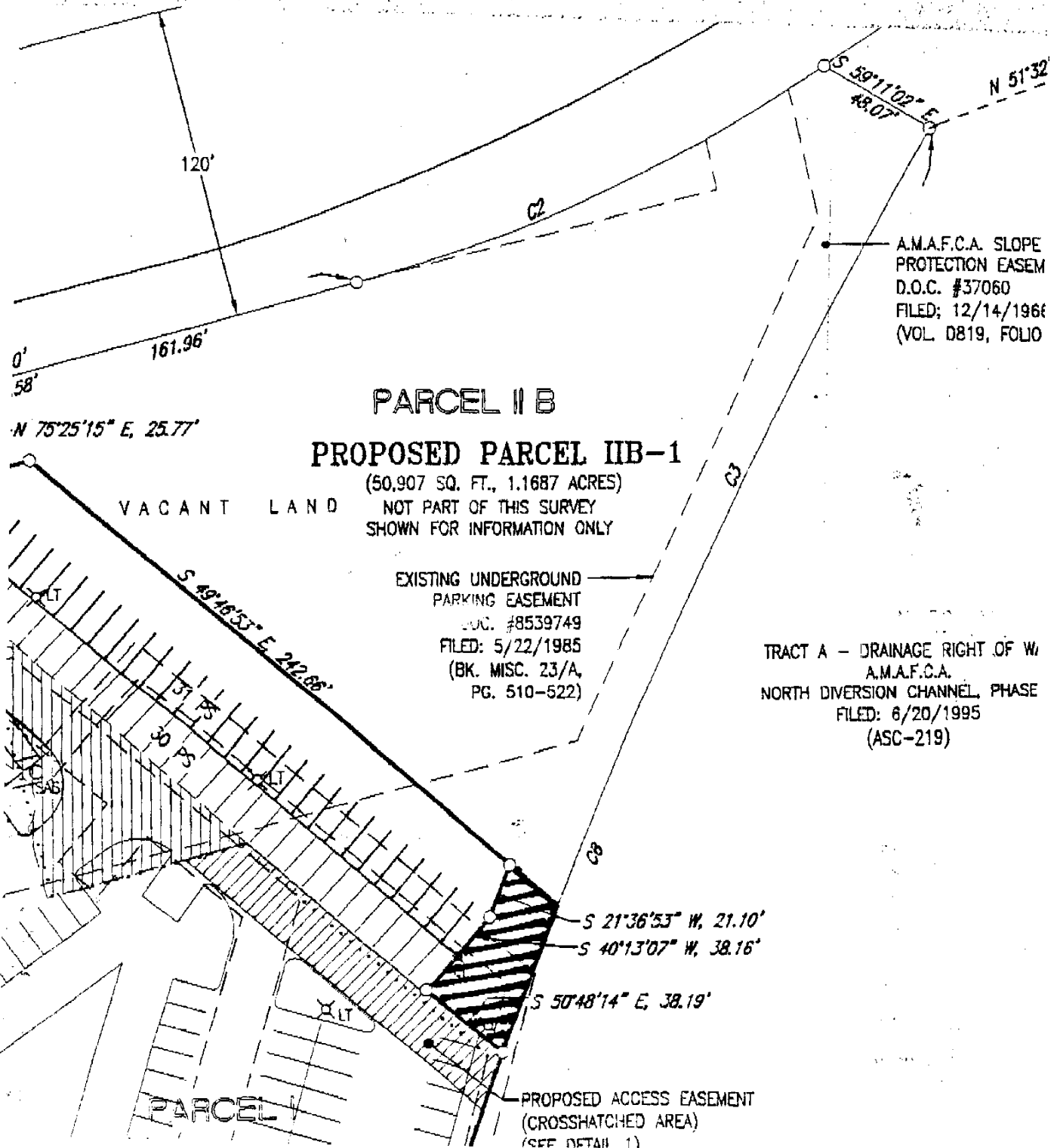
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Mary Herrera

Bern. Co. EASE

R 23.00



**ALBUQUERQUE SURVEYING COMPANY INC.**

2119 MENAUL BOULEVARD, N.E. • ALBUQUERQUE, N.M. 87107

PHONE (505) 884-2036

FAX (505) 884-3796

EXHIBIT A**LEGAL DESCRIPTION****ACCESS EASEMENT WITHIN PROPOSED PARCEL IIB-1****UNIVERSITY TOWERS****ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO**

BEING THAT CERTAIN PARCEL OF LAND SITUATED WITHIN THE TOWN OF ALBUQUERQUE GRANT, WITHIN PROJECTED SECTION 9, TOWNSHIP 10 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, BEING IDENTIFIED AS A PORTION OF PROPOSED PARCEL IIB-1 (PORTION OF EXISTING PARCEL IIB), UNIVERSITY TOWERS, AS SAID PARCEL IIB IS SHOWN AND DESIGNATED ON THE PLAT "REDIVISION OF TRACT 'A' (NOW COMPRISING PARCELS I, PARCEL IIA & PARCEL IIB), UNIVERSITY TOWERS, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON FEBRUARY 27, 1985, IN VOLUME C26, FOLIO 108, AS DOCUMENT NO. 85 14584, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED BEING A POINT ON THE WESTERLY LINE OF TRACT A - DRAINAGE RIGHT-OF-WAY, ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY (A.M.A.F.C.A.) NORTH DIVERSION CHANNEL, PHASE II, WHENCE THE ALBUQUERQUE CONTROL STATION "1-J15(R)" BEARS S 00°15'16" E, 703.44 FEET DISTANCE; THENCE,

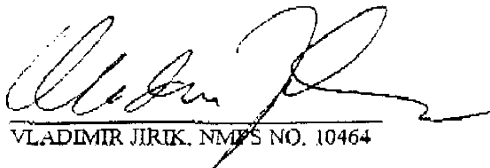
N 50°48'14" W, 38.19 FEET DISTANCE TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE,

N 40°13'07" E, 38.16 FEET DISTANCE TO A POINT; THENCE,

N 21°36'53" E, 21.10 FEET DISTANCE TO THE NORTHWEST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE,

S 49°46'53" E, 24.71 FEET DISTANCE TO THE NORTHEAST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED BEING A POINT ON CURVE ON THE WESTERLY LINE OF TRACT A - DRAINAGE RIGHT-OF-WAY, ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY (A.M.A.F.C.A.) NORTH DIVERSION CHANNEL, PHASE II; THENCE,

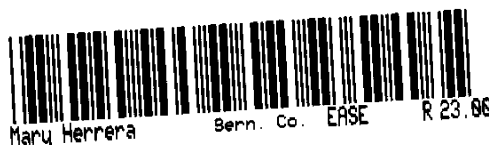
SOUTHWESTERLY, 60.92 FEET DISTANCE ALONG THE ARC OF A CURVE BEARING TO THE LEFT (SAID ARC HAVING A RADIUS OF 2,089.86 FEET, A CENTRAL ANGLE OF 01°40'13" AND A CHORD WHICH BEARS S 20°51'10" W, 60.92 FEET DISTANCE) TO THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND CONTAINING 1,685 SQUARE FEET (0.0387 ACRE), MORE OR LESS.


VLADIMIR JIRIK, N.M.S. NO. 10464

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DATE



Mary Herrera

Bern. Co. EASE

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ALBUQUERQUE SURVEYING COMPANY INC.
2119 MENAUL BOULEVARD, N.E. • ALBUQUERQUE, N.M. 87107

PHONE (505) 884-2036
FAX (505) 884-3796

EXHIBIT C

LEGAL DESCRIPTION ACCESS EASEMENT WITHIN PROPOSED PARCEL IIB-1 UNIVERSITY TOWERS ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

BEING THAT CERTAIN PARCEL OF LAND SITUATED WITHIN THE TOWN OF ALBUQUERQUE GRANT, WITHIN PROJECTED SECTION 9, TOWNSHIP 10 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, BEING IDENTIFIED AS A PORTION OF PROPOSED PARCEL IIB-1 (PORTION OF EXISTING PARCEL IIB), UNIVERSITY TOWERS, AS SAID PARCEL IIB IS SHOWN AND DESIGNATED ON THE PLAT "REDIVISION OF TRACT 'A' (NOW COMPRISING PARCELS I, PARCEL IIA & PARCEL IIB), UNIVERSITY TOWERS, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON FEBRUARY 27, 1985, IN VOLUME C26, FOLIO 108, AS DOCUMENT NO. 85 14584, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED BEING A POINT ON THE NORTHERLY LINE OF EXISTING ACCESS EASEMENT (DOC. #8539749 FILED MAY 22, 1985 IN BK. MISC. 231A, PG. 510-522), WHENCE THE ALBUQUERQUE CONTROL STATION "1-J15(R)" BEARS S 14°17'18" E, 940.19 FEET DISTANCE; THENCE,

N 64°25'26" W, 2.34 FEET DISTANCE TO THE POINT ON CURVE; THENCE,

NORTHWESTERLY, 51.33 FEET DISTANCE ALONG THE ARC OF A CURVE BEARING TO THE RIGHT (SAID ARC HAVING A RADIUS OF 36.75 FEET, A CENTRAL ANGLE OF 80°02'07" AND A CHORD WHICH BEARS N 55°08'23" W, 47.26 FEET DISTANCE) TO A POINT; THENCE,

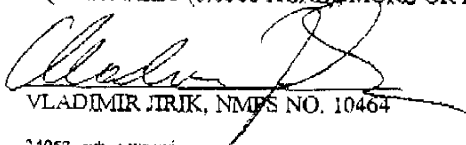
N 19°26'30" W, 5.31 FEET DISTANCE TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD N.E.; THENCE,

N 75°25'15" E, 60.00 FEET DISTANCE TO THE NORTHWEST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE,

S 49°46'53" E, 40.64 FEET DISTANCE TO THE NORTHEAST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE,

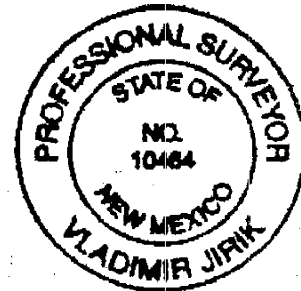
S 75°25'15" W, 25.77 FEET DISTANCE TO A POINT; THENCE,

S 54°22'00" W, 26.45 FEET DISTANCE TO THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND CONTAINING 2,473 SQUARE FEET (0.0568 ACRE) MORE OR LESS.


VLADIMIR JIRIK, NMES NO. 10464

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NOV 30 2004
DATE



Mary Herrera

Bern. Co. ERSE

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DECLARATION CREATING CROSS
ACCESS EASEMENT AND USE RESTRICTIONS

Whereas, Burmount Investments, Inc., a New Mexico corporation, and James A. Arias, a married man dealing in his sole and separate property, are the owners of the following parcels of land, to wit;

Parcel IIA-1, UNIVERSITY TOWERS, an Addition to the City of Albuquerque, Bernalillo County, New Mexico, 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 May 17, 2005, in Plat Book 2005C, Folio 161 ("Parcel IIA-1"); and

Parcel IIB-1, UNIVERSITY TOWERS, an Addition to the City of Albuquerque, Bernalillo County, New Mexico, 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 May 17, 2005, in Plat Book 2005C, Folio 161 ("Parcel IIB-1");

Whereas, promptly following the execution and recording of this Declaration, Burmount Investments, Inc., and James A. Arias intend to sell, deed and convey Parcel IIA-1 by general warranty deed to Check-Inn Express Inc., a New Mexico corporation; and

Whereas, the purpose of this Declaration is to create an access easement for Parcel IIB-1 over and across Parcel IIA-1, as more specifically described below, and to use restrict Parcel IIA-1, as more specifically described below.

Now, therefore, in consideration of the above and such other good and valuable consideration, the receipt of which is hereby acknowledged, Burmount Investments, Inc., and James A. Arias, for themselves, their successors and assigns, covenant and agree as follows:

1. Burmount Investments, Inc., and James A. Arias, as owners of Parcel IIA-1, hereby subject Parcel IIA-1 to easement and right of way over and across Parcel IIA-1 for vehicular and pedestrian access from University Blvd. NE (lying adjacent to the Property herein conveyed) to Parcel IIB-1. The location of the easement herein granted for the benefit of the Parcel IIB-1 is the "Access Easement" as said easement is shown and described in the Easement Agreement filed May 22, 1985, recorded in Book Misc. 231A, page 510, as Document No. 8539749, records of Bernalillo County, New Mexico. The easement herein granted for the benefit of Parcel IIB-1 is non-exclusive and shall run with the land and benefit Parcel IIB-1 and the present and future owners, successors and assigns of Parcel IIB-1.

2. Burmount Investments, Inc., and James A. Arias, as owners of Parcel IIA-1, hereby restrict Parcel IIA-1 from use as an "adult amusement establishment" as said term is defined in the City of Albuquerque zoning ordinance. Notwithstanding the foregoing or anything to the contrary, it is agreed that adult content movies available as pay for view or otherwise by television sets located within all hotel rooms developed on or within Parcel IIA-1 shall not, alone, result in a hotel developed on Parcel IIA-1 being considered an "adult amusement establishment." This restrictive use covenant shall run with the land, shall continue for a period of twenty-five (25) years after the date of recording of this Deed in the Office of the County Clerk of Bernalillo County, New Mexico. By its acceptance and recording of a deed of conveyance on Parcel IIA-1, the grantee therein (including specifically Check-Inn Express Inc.), for itself and its successors in ownership of all or any portion of the Parcel IIA-1, specifically approves and accepts this use restriction. This use restriction can be modified, amended or

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Bern. Co., DEC
Mary Herrera

waived, once title to Parcel IIA-1 has been conveyed by Burmount Investments, Inc., and James A. Arias, only by the then fee simple owner(s) of Parcel IIB-1.

WITNESS the Grantors' hands and seal this 1 day of November, 2006.

Burmount Investments, Inc.,
a New Mexico corporation

By [Signature]
James A. Arias, Vice President

s/ [Signature]
James A. Arias, personally

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

This instrument was acknowledged before me this 1st day of November, 2006, by James A. Arias, personally and as vice president of Burmount Investments, Inc., a New Mexico corporation.

[Signature]
NOTARY PUBLIC

My commission expires:

12-14-2009



Mary Herrera

Bern. Co. DEC

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Return to: First American Title Ins. Co. OF# 899794

(3)

AGREEMENT WAIVING CERTAIN RIGHTS AND BENEFITS
UNDER EASEMENT AGREEMENT

Burmout Investments, Inc., a New Mexico corporation, and James A. Arias, a married man dealing in his sole and separate property, herein collectively the Party of the First Part, and Check-Inn Express Inc., a New Mexico corporation, herein the Party of the Second Part, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

RECITALS:

1. The Party of the First Part owns Parcel IIB-1, UNIVERSITY TOWERS, an Addition to the City of Albuquerque, Bernalillo County, New Mexico, 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 May 17, 2005, in Plat Book 2005C, Folio 161.

2. The Party of the Second Part owns or is acquiring from the Party of the First Part, contemporaneously with the execution and delivery of this Agreement, Parcel IIA-1, UNIVERSITY TOWERS, an Addition to the City of Albuquerque, Bernalillo County, New Mexico, 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 May 17, 2005, in Plat Book 2005C, Folio 161.

3. Both Parcels IIA-1 and IIB-1, as described above, are subject to that certain Easement Agreement filed May 22, 1985, recorded in Book Misc. 231A, page 510, as Document No. 8539749, records of Bernalillo County, New Mexico (the "Easement Agreement").

AGREEMENT:

1. The Party of the First Part, as owner of Parcel IIB-1, and the Party of the Second Part, as owner of Parcel IIA-1, as further described above, waive all right to and/or benefit from the Underground Parking Easement as said term is defined in the Easement Agreement (the "Underground Parking Easement"). To and only to the extent of the interest, if any, of the Party of the First Part in and to the portion of the Underground Easement encumbering Parcel IIA-1, as described above, the Party of the First Part assigns all such interest to the Party of the Second Part.

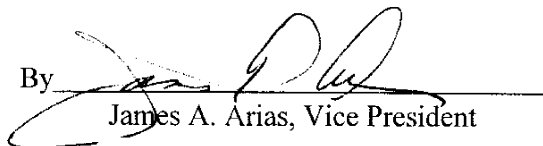
2. This waiver is intended to run with the land.

3. This instrument is intended to vacate the Underground Parking Easement to the extent of each Party's right, title and interest therein.

WITNESS the hands and seal the parties hereto this 1 day of November, 2006.

Burmout Investments, Inc.,
a New Mexico corporation

By

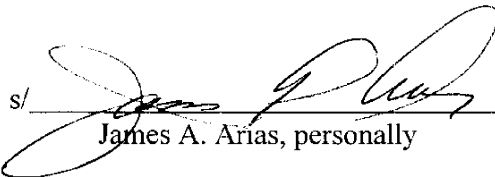

James A. Arias, Vice President



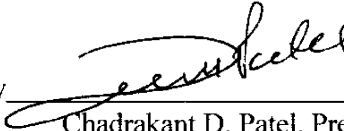
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s/ 
James A. Arias, personally

Check-Inn Express Inc.,
a New Mexico corporation

By 
Chadrakant D. Patel, President

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

This instrument was acknowledged before me this 1 day of NOV, 2006, by
Chadrakant D. Patel, as president of Check-Inn Express Inc., a New Mexico corporation.




NOTARY PUBLIC

My commission expires: 12-14-2009

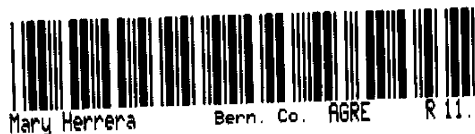
STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me this 1st day of November, 2006, by
James A. Arias, personally and as vice president of Burmount Investments, Inc., a New Mexico
corporation.




NOTARY PUBLIC

My commission expires: 12-14-2009



Mary Herrera

Bern. Co. AGRE

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RECIPROCAL DRAINAGE AGREEMENT

This Reciprocal Drainage Agreement is made and executed this day of June, 1986, by and between Pan American Plaza, Ltd., a New Mexico Limited Partnership (hereinafter referred to as "Pan American"), and University Gardens, Ltd., a New Mexico Limited Partnership (hereinafter referred to as "University Gardens"). Pan American and University Gardens are hereinafter collectively referred to as the "Owners."

WHEREAS, Pan American and University Gardens are owners of the following described real property (hereinafter referred to as the "Premises") with the City of Albuquerque:

Parcel I, University Towers, of the "Redivision of Tract 'A' (now comprising Parcel I, Parcel IIA and Parcel IIB)" as filed and recorded in the office of the Bernalillo County Clerk on February 27, 1985 Volume C26, Folio 108. Owner: Pan American.

Parcels IIA and IIB, University Towers, of the "Redivision of Tract 'A'" (now comprising Parcel I, Parcel IIA and Parcel IIB)" as filed and recorded in the office of the Bernalillo County Clerk on February 27, 1985 Volume C26, Folio 108. Owner: University Gardens.

WHEREAS, a building permit has been requested by the Owners for approval by the City of Albuquerque, New Mexico:

WHEREAS, the City of Albuquerque has required a reciprocal private drainage agreement for storm water runoff to be executed by the Owners in connection with the approval of the building permit:

WHEREAS, the Owners desire to grant a reciprocal private drainage agreement to allow storm water flow across each of their respective Premises;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pan American hereby grants, conveys and sells an easement to University Gardens and University Gardens hereby grants, conveys and sells an easement to Pan American over and across the asphalt paved portions of their respective Premises as indicated by crosshatching on the attached plan, Exhibit "A" (hereinafter referred to as "Easement") and the Owners hereby and herein agree to the following:

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1. The Owners of the Premises shall allow and accept the flow of storm water runoff developed on the Premises in the Easement in accordance with standards prescribed by the approved drainage plan filed with the City of Albuquerque.

2. The Easement shall be maintained by each of the respective Owners of the Premises upon which the Easement is located, at its cost, in accordance with standards prescribed by the City of Albuquerque.

3. The Owners of the Premises and any future Owners of the Premises shall have the right to maintain the Easement as a paved area and to permit the parking of vehicles within any portion of the Easement. However, the Easement must not be used for any purpose which would interfere with the rights granted herein to each of the Owners.

4. Said Easement is intended to be permanent in nature for the uses and purposes recited in the approved drainage report filed with the City of Albuquerque, until such time as the Easement is no longer necessary as determined by the City Engineer or his representative.

5. The benefits and obligations of the Owners set forth herein shall be binding upon the Owners, their successors, or assigns, and upon the Premises as described herein and will benefit and run with said Premises until released by or abandoned by the Owners of the Premises if the condition precedent set forth in paragraph 4 of this document has satisfied their successors or assigns, at which time the Easement and the rights granted herein shall cease and revert back to each of the respective Owners of the Premises upon which the Easement is located, its successors or assigns.

6. Each of the Owners agrees to defend, indemnify, and hold harmless, the other Owner from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the drainage runoff provided for herein.

7. The written notice provided for herein shall be accomplished by mailing same to:

In the case of Pan American:

Pan American Plaza, Ltd.
Attention: Charles W. Greener
c/o Greener & Sumner
900 St. Paul Street, Suite 200
Richardson, Texas 75080

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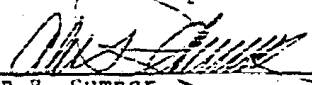
In the case of University Gardens:

University Gardens, Ltd.
Attention: Charles W. Greener
c/o Greener & Sumner
300 St. Paul Street, Suite 200
Richardson, Texas 75080


Each of the Owners may change said address by written notice, certified mail, return receipt requested to each of the above parties and addressees.

IN WITNESS WHEREOF, the Owners have set their hands and seals this 2nd day of June, 1986.

OWNER - Parcel I
Pan American Plaza, Ltd., a New Mexico
Limited Partnership

By 
Alan R. Sumner
Title: General Partner

OWNER - Parcels IIA and IIB
University Gardens, Ltd., a New Mexico
Limited Partnership

By 
Alan R. Sumner
Title: General Partner

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STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 20th day of June, 1986, by Alan R. Sumner, General Partner of Pan American Plaza, Ltd., a New Mexico Limited Partnership, on behalf of said partnership.

Dee Dee McAlister
Notary Public

My commission expires:

10/29/88



DEE DEE McALISTER

Notary Public, State of New Mexico

My Commission Expires Oct. 29, 1988

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 20th day of June, 1986, by Alan R. Sumner, General Partner of University Gardens, Ltd., a New Mexico Limited Partnership, on behalf of said partnership.

Dee Dee McAlister
Notary Public

My commission expires:

10/29/88



DEE DEE McALISTER

Notary Public, State of New Mexico

My Commission Expires Oct. 29, 1988

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
RECORDED

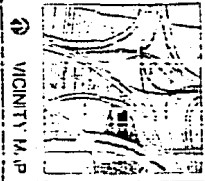
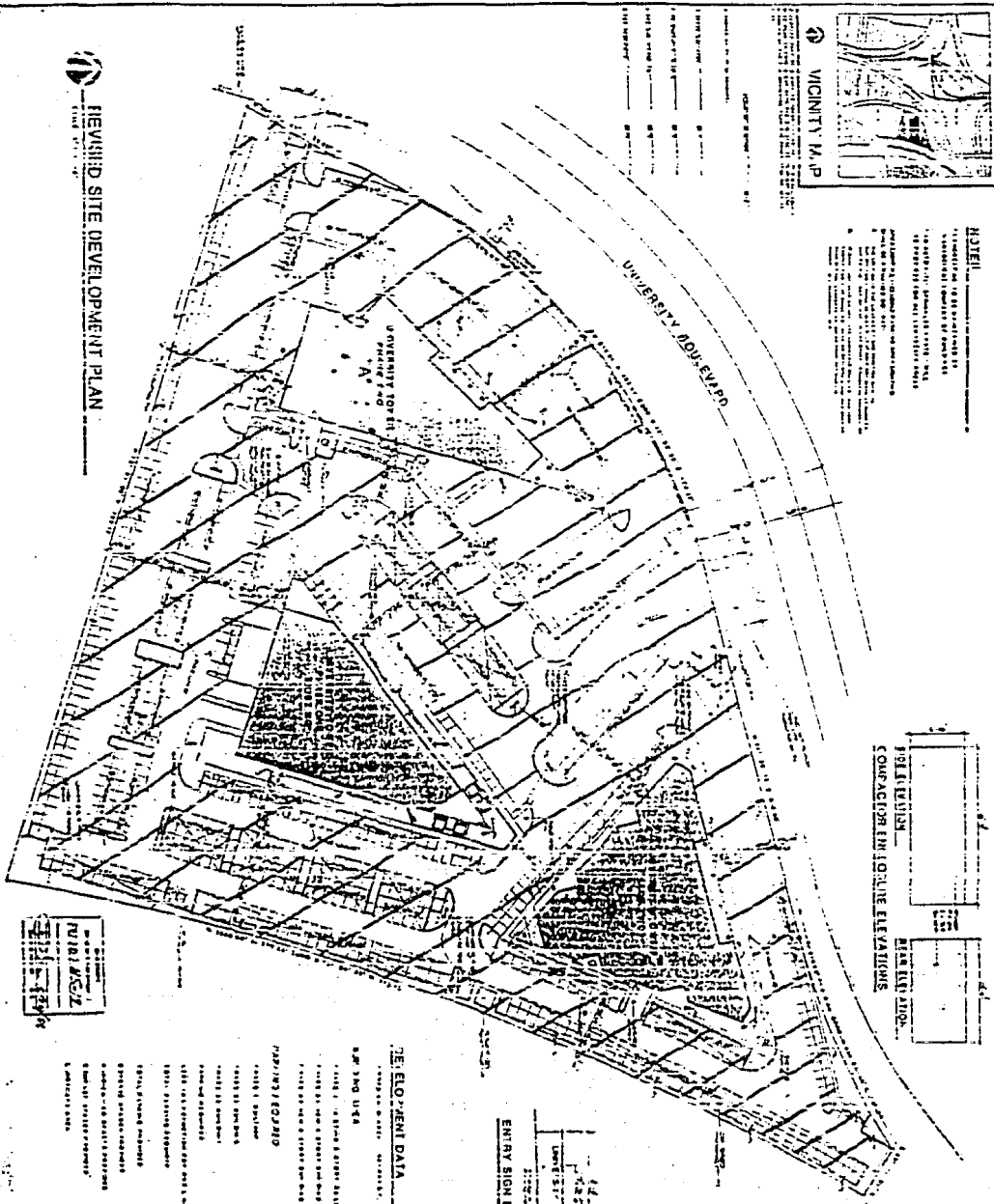
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Dee Dee McAlister
550-554
Deputy



REVENUE SITE DEVELOPMENT PLAN



VICINITY MAP

Hotel

University Ave. S.W.

University Ave.

University Ave. N.E.

University Ave. E.

University Ave. W.

University Ave. S.

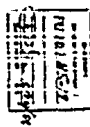
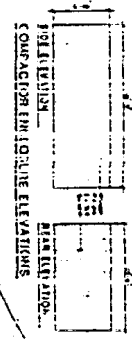
University Ave. N.

University Ave. E.

University Ave. W.

University Ave. S.

University Ave. N.



DEVELOPMENT DATA

Lot	Area	Volume	Weight
1	1.00	1.00	1.00
2	1.00	1.00	1.00
3	1.00	1.00	1.00
4	1.00	1.00	1.00
5	1.00	1.00	1.00
6	1.00	1.00	1.00
7	1.00	1.00	1.00
8	1.00	1.00	1.00
9	1.00	1.00	1.00
10	1.00	1.00	1.00
11	1.00	1.00	1.00
12	1.00	1.00	1.00
13	1.00	1.00	1.00
14	1.00	1.00	1.00
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17	1.00	1.00	1.00
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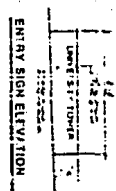


Exhibit "A"

UNIVERSITY TOWER PHASE II A&B

ALBUQUERQUE

NEW MEXICO

