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Easement Within Tract B-14

**GRANT OF SLOPE EASEMENT FOR
FLOODWAY AND STORM DRAINAGE WORKS
Unser Diversion**

Helen Mary Van Atta Ellis and James Ellis, her husband; John G. Keleher and Linda B. Keleher, his wife; Michael L. Keleher and Margaret W. Keleher, his wife; Thomas F. Keleher and Gretchen C. Keleher, his wife; William B. Keleher and Jan R. Keleher, his wife; Myrle Amanda Van Atta Redmond, a married person; Elizabeth Redmond Albright, a married person; Margaret Amanda Redmond, F/K/A Margaret Redmond Haughton, a single person; Kirby H. Oehmke as Personal Representative of the Estate of Rebecca Clare Van Atta Spence Oehmke; and Kirby H. Oehmke, a widower, Grantors, being the owner of the property described herein, for good and valuable consideration, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY, a political subdivision of the State of New Mexico, Grantee, and its successors and assigns; the permanent right and easement for drainage, flood control and conveyance of storm water and the construction, reconstruction, operation and maintenance of, and access to such facilities, on, in, under, over and across the real estate located within Bernalillo County, New Mexico, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Except by the written approval of Grantee, no fence, wall, building, or other structure may be placed or maintained in said easement. Should the proposed flood control or drainage improvements, to be constructed by the Grantee, include an earth fill rising slope that adjoins the outer limits of the area herein described, the Grantors may fill over and use said slope area conditional that any improvements constructed thereon do not penetrate or are placed below the original contour of said fill slope as constructed by the Grantee. Any construction that does penetrate said slope area, would require written approval from the Grantee.

TO HAVE AND TO HOLD the said easement for the uses and purposes aforesaid, unto the Grantee, its successors and assigns, forever; PROVIDED, HOWEVER, that conditioned upon completion of a drainage plan for lands of the Grantors, acceptable to Grantee, or the City of Albuquerque, showing the easement or portion thereof is not required for drainage purposes, such unceded portion of the easement granted herein shall, from time to time, be vacated at no charge or expense to the Grantors, their successors or assigns, to the extent such easement or portion thereof is declared unnecessary for drainage, flood control or storm water facilities by the Board of Directors of Grantee, or, if the rights of Grantee have been assigned to the City of Albuquerque, by the City of Albuquerque. Any vacation shall be evidenced by quitclaim deed, disclaimer or other appropriate document.

THERE IS RESERVED to use said lands for open space, landscaping and other purposes which

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will not interfere with the rights and easements hereby granted, provided that Grantors obtains Grantee's written approval for such use, not to be unreasonably withheld.

This document may be executed in counterparts.

DATED this 26th day of October 1995.

Helen Mary Van Atta Ellis
Helen Mary Van Atta Ellis

James Ellis
James Ellis, her husband

John G. Kelcher
John G. Kelcher

Linda B. Kelcher
Linda B. Kelcher, his wife

Michael L. Kelcher
Michael L. Kelcher

Margaret W. Kelcher
Margaret W. Kelcher, his wife

Thomas F. Kelcher
Thomas F. Kelcher

Gretchen C. Kelcher
Gretchen C. Kelcher, his wife

William B. Kelcher
William B. Kelcher

Jan R. Kelcher
Jan R. Kelcher, his wife

Myrle Amanda Van Atta Redmond
Myrle Amanda Van Atta Redmond, a married person

Elizabeth Redmond Albright
Elizabeth Redmond Albright, a married person

Margaret Amanda Redmond
Margaret Amanda Redmond, F/K/A Margaret Redmond Haughton, a single person

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1996 OCT 15 PM 3:07
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M. Marling 4234

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Kirby H. Oehmke
Kirby H. Oehmke
as Personal Representative of the Estate of
Rebecca Clare Van Atta Spence Oehmke

Kirby H. Oehmke
Kirby H. Oehmke, a widower

ACKNOWLEDGEMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on November, 1995, by
Helen Mary Van Atta Ellis and James Ellis, her husband.

Nichelle L. Hunter
Notary Public *My commission expires 10/17/97*

ACKNOWLEDGEMENT

STATE OF NEW MEXICO ~~COLORADO~~
COUNTY OF BERNALILLO ~~PITKIN~~

This instrument was acknowledged before me on October 30, 1995, by
John G. Kelcher and Linda B. Kelcher, his wife.

Louise Breunel
Notary Public
MY COMMISSION EXPIRES: May 6, 1996
Bonded Through NOTARY PUBLIC AGENCY

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ACKNOWLEDGEMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on November 3, 1995, by
Michael L. Keleher and Margaret W. Keleher, his wife.

Lucy M. Contreras

Notary Public

My commission expires May 19, 1995

ACKNOWLEDGEMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on OCTOBER 27, 1995, by
Thomas F. Keleher and Gretchen C. Keleher, his wife.

Paula H. Koeler

Notary Public

My commission expires 1-27-98

ACKNOWLEDGEMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on November 3, 1995, by
William B. Keleher and Jan R. Keleher, his wife.

Lucy M. Contreras

Notary Public

*My commission expires
May 19, 1995*

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ACKNOWLEDGEMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on November 1, 1995, by
Myrle Amanda Van Atta Redmond, a married person.

Michelle F. Haughton
Notary Public My Commission Expires: 10/19/97

ACKNOWLEDGEMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on November 1, 1995, by
Elizabeth Redmond Allbright, a married person.

Michelle F. Haughton
Notary Public My Commission Expires: 10/19/97

ACKNOWLEDGEMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on November 1, 1995, by
Margaret Amanda Redmond, F/K/A Margaret Redmond Haughton, a single person.

Michelle F. Haughton
Notary Public My Commission Expires: 10/19/97

ACKNOWLEDGEMENT

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STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on November 1, 1995, by
Kirby H. Ochmke as Personal Representative of the Estate of Rebecca Clare Van Atta Spence
Ochmke.

Bette Jean Stephens
Notary Public

My commission
expires 9/13/97.

ACKNOWLEDGEMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on November 1, 1995, by
Kirby H. Ochmke, a widower.

Bette Jean Stephens
Notary Public

My Commission expires 9-13-97

EXHIBIT A

TRACT 7
ATRISCO BUSINESS PARK
UNIT 2
Filed - June 14, 1973 Vol. 03, Folio 157

Albuquerque City Survey Monument "10-K10"
Y=1,487,056.22
X=357,373.04
Delta Alpha=-0076'27"
Ground to Grid Factor = 0.99987258
New Mexico State Plane Coordinates (Central Zone)

SURV  TEK, INC.

Consulting Surveyors
5543 Paradise Blvd. N.W. Albuquerque, New Mexico 87114

Phone: 608-497-3366
Fax: 608-497-3377

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LEGAL DESCRIPTION-TEMPORARY SLOPE EASEMENT

An easement situate within projected Sections 16 and 21, Township 10 North, Range 2 East, New Mexico Principal Meridian, Town of Atrisco Grant, Bernalillo County, New Mexico comprising an Easterly portion of Tract B-14, Town of Atrisco Grant, Unit 5 as the same is shown and designated on the plat entitled "PLAT SHOWING A PORTION OF TRACTS ALLOTTED FROM TOWN OF ATRISCO GRANT IN SCHOOL DISTRICT 28" filed in the office of the County Clerk of Bernalillo County, New Mexico on December 5, 1944 in Volume D, folio 117 being more particularly described by survey performed by Gary P. Hugg, New Mexico Professional Surveyor Number 5823 using plat bearings and ground distances as follows:

Beginning at a Northeasterly corner of the easement herein described, a point on the Northerly line of said Tract B-14 and a point on the Southerly right of way line of Daytona Road whence (1) the Northeast corner of said Tract B-14, (a 1 inch iron pipe found in place) bears N 85° 47' 44" E, 128.08 feet distant and (2) the Albuquerque Control Survey Monument "10-K10" bears S 69° 20' 59" E, 1785.63 feet distant; Thence,

S 00° 39' 36" W , 510.34 feet to a point; Thence,

S 89° 20' 24" E , 130.64 feet to an Easterly corner of the easement herein described and a point on the Easterly line of said Tract B-14; Thence,

S 00° 19' 40" W , 365.76 feet along the line common to said Tract B-14 and an unplatted parcel of land to a Southeasterly corner of the easement herein described and the Northeast corner of a City of Albuquerque Well site per deed filed October 23, 1961 in Volume D616, folio 35; Thence Southwesterly along said Well Site for the following two (2) courses,

S 86° 17' 40" W , 150.00 feet to a point; Thence,

S 00° 19' 40" W , 150.00 feet to the Southeast corner of the easement herein described, a point on the Southerly line of said Tract B-14 and a point on the Northerly right of way line of Los Volcanes Road; Thence,

S 86° 17' 40" W , 44.19 feet along said Northerly right of way line of Los Volcanes Road to the Southwest corner of the easement herein described; Thence,

N 00° 39' 36" E , 601.53 feet to a point; Thence,

S 89° 20' 24" E , 15.00 feet to a point; Thence,

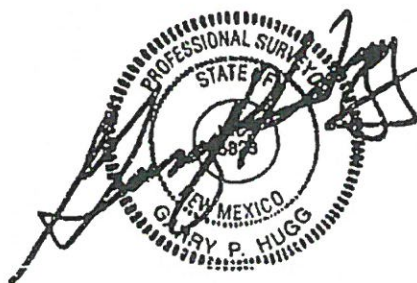
EXHIBIT A
Sheet 2 of 3

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N 00° 39' 36" E , 435.51 feet to the Northwest corner of the easement herein described, a point on said Northerly line of Tract B-14 and a point on said Southerly right of way line of Daytona Road; Thence,

N 85° 47' 44" E , 45.16 feet along said Southerly right of way line of Daytona Road to the Northeast corner and point of beginning of the easement herein described.

Said easement contains 2.3421 acres, more or less.



93093160

AGREEMENT
FOR
ATRISCO BUSINESS PARK
STORM WATER IMPROVEMENTS

THIS AGREEMENT is entered as of the 16th day of July, 1993, by and among the City of Albuquerque, a municipal corporation, ("City"), Albuquerque Metropolitan Arroyo Flood Control Authority, a political subdivision of the State of New Mexico ("AMAFCA"), Sunwest Bank of Albuquerque, N.A., a national banking association ("Sunwest"), The Bell Group Inc., a New Mexico corporation ("Bell"), and William B. Keleher, Michael L. Keleher, John G. Keleher, Thomas F. Keleher, Clare Van Atta Oehmke, James Ellis, Mary Van Atta Ellis, Myrle Van Atta Redmond, Margaret Redmond Haughton, and Elizabeth Redmond Albright (collectively, "KVA").

WHEREAS, Sunwest and Bell own real estate within Unit No. 2, Atrisco Business Park, a subdivision shown on the plat filed for record on June 14, 1972 in the records of Bernalillo County, New Mexico and recorded in Book D-5 Folio 157, a portion of which real estate has since 1973 been replatted (the "Sunwest-Bell Lands"); and

WHEREAS, the Sunwest-Bell Lands are currently partially encumbered by a floodplain as shown on Exhibit "A" attached hereto and incorporated herein by reference, and are therefore in need of storm water drainage facilities to reduce or eliminate the floodplain and address other drainage issues; and

WHEREAS, the reduction or elimination of the floodplain provides a public benefit in that it reduces the flood potential to existing facilities and development which have experienced flood problems in the last several years, and also creates developable land in an area zoned for commercial and industrial uses, and such uses will generate jobs and revenue for the community, and

WHEREAS, KVA owns real estate (The "KVA Lands") to the west of and abutting the Sunwest-Bell Lands, and

WHEREAS, AMAFCA is willing to construct, and for a period following such construction, operate and maintain storm water drainage facilities, desilting basins and sediment storage ponds, earthen swale, diversion dikes, maintenance road and underground culverts at the Los Volcanes and Bluewater Road crossings and appurtenances, ("Stormwater Drainage Facilities") all as shown conceptually on Exhibit B, attached hereto and incorporated herein by reference (the "Unser Diversion") to reduce or eliminate the floodplain and address other drainage problems existing upon the Sunwest-Bell Lands, and

WHEREAS, AMAFCA's construction of the Unser Diversion is necessary because the City would be unable to finance such construction for several years, yet such construction is an

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JUD. E. WOODWARD
CLERK OF DISTRICT COURT
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integral part of a larger AMAFCA and City drainage system identified as Amole del Norte Storm System, and

WHEREAS, the construction of the Unser Diversion facilitates conveyance of drainage to the Amole del Norte watershed and reduces the flows that would reach the Westbluff Outfall, thereby allowing the Westbluff Outfall to carry flows from other areas, and

WHEREAS, although the construction, operation and maintenance of the Unser Diversion will provide no present benefits to the Lands of KVA the Unser Diversion will ultimately provide, at such times as the KVA Lands are developed, benefits to the KVA Lands, and

WHEREAS, the City is willing to assume all responsibility for the operation and maintenance of the Unser Diversion following the expiration of the initial period of operation and maintenance by AMAFCA, and

WHEREAS, conceptual plans for the Unser Diversion have been prepared by Easterling & Associates, Inc., Professional Engineers ("Easterling") as shown on Exhibit "B"; and

WHEREAS, a Drainage Report prepared for Sunwest by Easterling will be approved by City and AMAFCA prior to commencement of construction of the Unser Diversion; and

WHEREAS, the contributions of Sunwest, Bell and KVA towards the construction of regional stormwater facilities necessary to control floodwater will be of material assistance to AMAFCA and the City in constructing regional stormwater and flood control facilities, all as more fully shown on Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, Sunwest and Bell have each agreed, as described in this Agreement, to make contributions of cash and provide for design work, and Sunwest, Bell and KVA have each agreed to grant to AMAFCA, right-of-way, either in fee or by easement, in order that the design and construction of the proposed Unser Diversion can proceed; and

WHEREAS, Sunwest and City have heretofore entered into Drainage Agreement #4383.82 dated September 14, 1992, and filed with the City Clerk's Office on September 14, 1992 as Document #09291792, for the construction of drains known as the Airport Storm Drain and the Coors Connection Storm Drain; and propose to enter into an agreement for the construction of the Airport Bluewater Storm Drain (the "Airport/Bluewater Storm Drain Agreement"); and

WHEREAS, the estimated right-of-way necessary for AMAFCA to construct the Unser Diversion, and to be granted to AMAFCA, either on a permanent or interim basis, by Sunwest, Bell and KVA is shown on Exhibit "D" attached hereto and incorporated herein by reference; and

WHEREAS, the flow of storm water from the Unser Diversion will require the construction of the Tierra Bayita Storm Drain, and the City has agreed, subject to passage of a bond issue, to

construct the Tierra Bayita Storm Drain with an anticipated construction start date no sooner than January 1, 1994; provided, however, that City funds for the Tierra Bayita Storm Drain are contingent upon passage of a bond issue and sale of the bonds by the City no earlier than November of 1993; and

WHEREAS, AMAFCA's long range plans anticipate that between the years 1995 and 2000 it will commence the construction of a drainage channel presently identified as the West Bluff Channel which is to be located on the north side of I-40 (the "West Bluff Channel"); and

WHEREAS, AMAFCA is currently negotiating with the City of Albuquerque to assume the responsibility for the West Bluff Channel; provided, however, that funds for right-of-way and construction for the West Bluff Channel are contingent upon passage of bond issues and sale of bonds by AMAFCA and the City in the future; and

WHEREAS, conditioned upon the agreement of Sunwest and Bell (i) to contribute funds to AMAFCA and grant right-of-way for the Unser Diversion, and (ii) contribute funds to the City for design modifications to the SAD 214 Pond now located on Parcel A-1 of the replat of the Atrisco Business Park, the connection of the SAD 214 Pond to the Tierra Bayita Storm Drain and the connection of the Unser Diversion to the Tierra Bayita Storm Drain/SAD 214 Pond (the "SAD 214 Pond Improvements"), all as shown conceptually on Exhibit "B", KVA has agreed to contribute right-of-way to AMAFCA in order that AMAFCA can construct the Unser Diversion.

NOW, THEREFORE, THE PARTIES HERETO IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN AGREE AS FOLLOWS:

Section One - General:

- 1.1 The parties to this agreement each agree to the commitments contained herein for the construction of the Unser Diversion and the SAD 214 Pond Improvements.
- 1.2 Each party to this agreement agrees to timely provide its, his or her contribution as stated herein.

Section Two - AMAFCA Agrees:

- 2.1 To be responsible for the following regarding the Unser Diversion:
 - a. Conditioned upon receipt of required right-of-way easements or a quitclaim deed from Sunwest, Bell and KVA, and receipt of the funds required to be contributed by Sunwest and Bell pursuant to Sections 5.1 and 6.1, respectively, hereof, to pay for the construction of the Unser Diversion, currently estimated to be approximately \$800,000.00.
 - b. In conjunction with the City, conduct timely review and approval of designs of the Unser Diversion.
 - c. Be the contracting agency for construction of the Unser Diversion. As contracting agency, AMAFCA

- agrees that its responsibilities include, but are not limited to, the preparation of final construction documents, bid letting, associated activities, construction engineering, surveying and testing services, and final acceptance of the Unser Diversion.
- d. Operate and maintain the Unser Diversion for thirty-six (36) months following completion and acceptance by AMAFCA or until completion of the Tierra Bayita Storm Drain by the City, whichever occurs first.
 - e. Upon acceptance by the City of the operation and maintenance of the Unser Diversion, AMAFCA shall convey the real estate acquired by it and assign the easements and other interests granted to AMAFCA for the Unser Diversion, to the City.
- 2.2 To request from the Federal Emergency Management Agency ("FEMA") a Conditional Letter of Map Revision ("CLOMR") upon completion of the preliminary design of the Unser Diversion, which request as prepared shall be a joint request of and executed by AMAFCA and the City. Upon receipt of the CLOMR, AMAFCA shall cause the design of the Unser Diversion, to be completed, bids to be let, construction to be commenced, and be completed as soon as possible thereafter.
- 2.3 As soon as possible following completion of the construction of the Unser Diversion AMAFCA agrees to request, and use its best efforts to obtain, a Letter of Map Revision ("LOMR") issued by FEMA, deleting the Sunwest-Bell lands as a floodplain. Such request shall be a joint request of and executed by AMAFCA and the City.

Section Three - City Agrees:

- 3.1 To join with AMAFCA in requesting from FEMA a CLOMR upon completion and approval of preliminary design of the Unser Diversion.
- 3.2 Conditioned upon receipt of funds required to be contributed by Sunwest and Bell, pursuant to Sections 5.1 and 6.1, respectively hereof to design the SAD 214 Pond Improvements.
- 3.3 To join with AMAFCA, as soon as possible following completion of the construction of the Unser Diversion, in requesting from FEMA, and to use its best efforts to obtain from FEMA, a LOMR.
- 3.4 Thirty-six (36) months after completion and acceptance by AMAFCA or upon the completion of the Tierra Bayita Storm Drain, whichever occurs first, and upon inspection and acceptance by the City to assume full and complete responsibility for the operation and maintenance of the Unser Diversion.

- 3.5 To operate and maintain the SAD 214 Pond Improvements after their completion and acceptance by the City.
- 3.6 Subject to passage of a bond issue and subsequent sale of the bonds, to construct, operate and maintain the SAD 214 Pond Improvements and the Tierra Bayita Storm Drain.
- 3.7 At such time as the Unser Diversion is funded, to accept from the owners of the Sunwest-Bell Lands applications for development including, but not limited to, subdivision approvals, zone changes and building permits on lands currently encumbered by the flood plan shown on Exhibit "A". The City makes no representation or warranty that the applications will be approved.

Section Four - City and AMAFCA jointly agree:

- 4.1 To work with each other in order to expedite the Unser Diversion, the SAD 214 Pond Improvements and the related improvements.
- 4.2 To keep Sunwest and Bell advised of the progress of the application for the CLOMR and the LOMR.
- 4.3 That (i) prior to the completion of the Unser Diversion, the SAD 214 Pond Improvements, the Tierra Bayita Storm Drain and the West Bluff Channel, the discharge of storm water from the KVA Lands shall be limited by the City Drainage Ordinance, and (ii) upon completion of the Unser Diversion, the SAD 214 Pond Improvements, the Tierra Bayita Storm Drain and the West Bluff Channel, stormwater discharge from the KVA Lands, following construction of improvements upon the KVA Lands, shall be permitted at a minimum of a design rate of 1.3 cubic feet per second per gross acre of KVA Lands.
- 4.4 To continue to plan for the construction of West Bluff Channel.
- 4.5 AMAFCA and the City make no representation or warranty that the application for CLOMR or the LOMR will be approved, it being understood only that AMAFCA and the City will use best efforts to seek approval of the applications.
- 4.6 Until the Unser Diversion is accepted by the City, AMAFCA shall be solely responsible for maintaining the premises upon which the Unser Diversion is being constructed in a safe condition. Until the Unser Diversion is accepted by the City, AMAFCA agrees to defend, indemnify and hold harmless the City and its officials, agents, and employees from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of its agents, representatives, contractors or subcontractors or arising from the failure of AMAFCA, its agents, representatives, contractors or subcontractors to

perform any act or duty required herein. After the Unser Diversion is accepted by the City, the City shall be solely responsible for maintaining the premises upon which the Unser Diversion has been constructed in a safe condition. After the Unser Diversion is accepted by the City, the City agrees to defend, indemnify and hold harmless AMAFCA and its officials, agents and employees from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of its agents, representatives, contractors or subcontractors or arising from the failure of the City, its agents, representatives contractors or subcontractors to perform any act or duty required herein. Provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give directions or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. The indemnification required hereunder shall not be limited as a result of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

Section Five - Sunwest Agrees:

- 5.1 To contribute, (i) by quitclaim deed from land owned by Sunwest, land for the Unser Diversion, (ii) design services as described in paragraph 7.1 hereof at a cost presently estimated to be Forty-Seven Thousand One Hundred Eighty Six Dollars (\$47,186), (iii) the costs described in Section 5.2 hereof, (iv) pay to AMAFCA Twenty-Eight Thousand Four Hundred Twenty-Five Dollars (\$28,425) for the Unser Diversion, and (v) pay to the City an amount not to exceed Five Thousand Six Hundred Eighty-Five Dollars (\$5,685) for the design of the SAD 214 Pond Improvements. The present estimate of the size of the land parcel required from Sunwest for the Unser Diversion has been estimated by Easterling at 8.4 acres, as shown on Exhibit "D." The exact size of the land area to be contributed by Sunwest is to be determined, subject to Sunwest's approval, when final design of the Unser Diversion has been completed.

- 5.2 Said land shall be granted by Sunwest to AMAFCA (and its successors and assigns) by quitclaim deed, prior to the commencement of the construction of the Unser Diversion. Costs of necessary surveys, title searches, plat preparations and filings shall be paid by Sunwest and Bell in such proportions as they have agreed. Sunwest will retain the right to landscape the areas contributed by it in order to help meet landscaping or other requirements that may be imposed on other land by the City of Albuquerque, County of Bernalillo, or other regulatory authorities, so long as (a) in the opinion of AMAFCA and the City, such landscaping does not interfere with or increase the flow of storm water or adversely affect the operation, maintenance and integrity of the Unser Diversion and (b) such landscaping is consistent with applicable City Ordinances then in effect; however, Sunwest shall have no obligation whatsoever to landscape such right-of-way. City does not, by this Agreement agree that any applicable zoning code requirements for landscaping or detached open space will be met by reason of the retained right to landscape the right-of-way.
- 5.3 To the extent any portion of the land granted by quitclaim deed is, from time to time, no longer used for Stormwater Drainage Facilities, in the opinion of the City, then all of the right, title and interests of AMAFCA, the City, and their successors and assigns will revert to the Grantor, its successors and assigns; provided, however, that if there has been constructed within such land utilities, (including but not limited to water or sanitary sewer facilities) the City will retain an easement for such utilities.
- 5.4 That so long as Sunwest is the owner of all or any part of the Sunwest-Bell Land, it will not object to rezoning or special use applications of KVA for all, or any portion of, the KVA Lands.

Section Six - Bell Agrees:

- 6.1 To contribute, (i) by quitclaim deed from land owned by Bell land for the Unser Diversion, (ii) design services as described in paragraph 7.1 hereof at a cost presently estimated to be Thirty-Five Thousand Eight Hundred Fifteen Dollars (\$35,815), (iii) the costs described in Section 6.2 hereof, (iv) pay to AMAFCA Twenty-One Thousand Five Hundred Seventy-Five Dollars (\$21,575) for the Unser Diversion, and (v) pay to the City an amount not to exceed Four Thousand Three Hundred Fifteen Dollars (\$4,315) for the design of the SAD 214 Pond Improvements. The present estimate of the size of the land parcel required from Bell for the Unser Diversion has been estimated by Easterling as 1.8 acres, as shown

on Exhibit "D." The exact land area is to be determined, subject to Bell's approval, when design of the Unser Diversion has been completed.

- 6.2 Said land shall be granted by Bell to AMAFCA (and its successors and assigns) by quitclaim deed, prior to the commencement of the Unser Diversion. Costs of necessary surveys, title searches, plat preparations and filings shall be paid by Bell and Sunwest in such proportions as they have agreed. Bell will retain the right to landscape the areas contributed by it in order to help meet landscaping or other requirements that may be imposed on other land by the City of Albuquerque, County of Bernalillo or other regulatory authorities so long as (a) in the opinion of AMAFCA and the City, such landscaping does not interfere with or increase the flow of storm water, or adversely affect the operation, maintenance, and integrity of the Unser Diversion, and (b) such landscaping is consistent with applicable City ordinances then in effect; however, Bell shall have no obligation whatsoever to landscape such right of way. City does not by this Agreement agree that any applicable zoning code requirements for landscaping or detached open space will be met by reason of the retained right to landscape the right-of-way.
- 6.3 To the extent any portion of the land granted by quitclaim deed is, from time to time, no longer used for Stormwater Drainage Facilities, in the opinion of the City, then all of the right, title and interests of AMAFCA, the City, and their successors and assigns will revert to the Grantor, its successors and assigns; provided, however, that if there has been constructed within such land utilities (including but not limited to water or sanitary sewer facilities) the City will retain an easement for such utilities.

Section Seven - Sunwest and Bell Jointly Agree:

- 7.1 Sunwest and Bell agree to jointly engage, a professional engineering firm (the "Engineer"), to prepare a comprehensive drainage report and to design the Unser Diversion. Such drainage report and design shall meet professional standards and code requirements, and shall be approved by AMAFCA and the City in advance of any construction. All of the costs of the Engineer, the cost of necessary surveys, title searches, plat preparations, filing fees for all easements contributed by KVA, the services of the Engineer in providing all technical data and reports and review fees required for the CLOMR and LOMR to be issued by FEMA shall be paid for by Sunwest and Bell.

- 7.2 Sunwest and Bell each agree that it will not enter into any agreement, or execute, or permit to be executed on its behalf, any replat of lands owned by it which would cause either Bluewater Road NW or Los Volcanes Road NW to be realigned between the KVA Lands and the present intersection of such roads with Unser Boulevard NW. Each acknowledges that a material consideration in the agreement of KVA to contribute a disproportionate quantity of land to AMAFCA is access to the KVA Lands from Unser Boulevard by both Bluewater Road NW and Los Volcanes Road NW.
- 7.3 That all water and sewer extensions within Bluewater or Los Volcanes Road designed or constructed to serve the Sunwest-Bell Lands shall be (i) designed so as to permit such facilities to be extended to the KVA Lands and (ii) at such time as water and sewer facilities are constructed to serve a lot or tract within the Sunwest-Bell Lands, if such lot or tract is contiguous to the KVA Lands such water and sewer facilities shall be constructed within the public right-of-way to the east-west boundary line between the Sunwest-Bell Lands and the KVA Lands.

Section Eight - KVA Agrees:

- 8.1 To contribute from land owned by KVA right-of-way to AMAFCA for the Unser Diversion. The present size of the land parcel required has been estimated by Easterling as a permanent requirement of 6.4 acres and an interim requirement of 7.2 acres, as shown on Exhibit "D". An exact description of the land to be contributed for the right-of-way, not to exceed 13.6 acres, is to be determined when design of the Unser Diversion has been completed. The land required for the permanent area shall be granted by quitclaim deed. The land required for the interim area shall be granted by easement.
- 8.2 No cost of surveys, title searches, plat preparations, or filings for the easements from KVA shall be paid by KVA and such costs shall be paid by Sunwest and Bell. KVA will retain the right to landscape the areas contributed by quitclaim deed, in order to help meet landscaping or other requirements that may be imposed on other land by the City of Albuquerque, County of Bernalillo or other regulatory authorities as long as (a) in the opinion of AMAFCA and the City, such landscaping does not interfere with or increase the flow of storm waters or adversely affect the operation, maintenance, and integrity of the Unser Diversion and (b) such landscaping is consistent with applicable City ordinances then in effect; however, KVA shall have no obligation whatsoever to landscape such right of way.

City does not by this agreement agree that any applicable zoning code requirements for landscaping or detached open space will be met by reason of the retained right to landscape the right-of-way.

- 8.3 To the extent any portion of the land granted by quitclaim deed or easement is, from time to time, no longer necessary for Stormwater Drainage Facilities, in the opinion of the City, then all the right, title and interests of AMAFCA, the City and their successors and assigns will revert to the Grantors, their heirs, successors and assigns (and not to adjoining or abutting property owners) in the proportion of the ownership interests of KVA, as Grantors at the date of the execution of such quitclaim deed or easement.

Section Nine - All Parties Further Agree:

- 9.1 All parties will strive for prompt action and timely response.
- 9.2 If any situation arises which adversely affects a party's participating in the Agreement, said party will immediately, and in writing, notify the other parties.
- 9.3 Any circumstance, including the above, which materially affects this Agreement will be promptly and equitably resolved by all parties, and if necessary, an amendment to this Agreement shall be executed.
- 9.4 Unresolvable differences shall be referred to binding arbitration under the provisions of the New Mexico Uniform Arbitration Act; however, KVA shall not be required to increase its contribution by reason of such arbitration.
- 9.5 All storm drainage facilities will be designed and constructed to City, AMAFCA and professional standards and as constructed shall meet all applicable codes and professional standards.
- 9.6 AMAFCA shall consult with City regarding the execution of change orders and resolve contract claims relating to design and construction of the Unser Diversion. AMAFCA shall assume financial commitments resulting from any change order or resolution of a contract claim from construction of the Unser Diversion, unless such change order or claim is the result of actions by another party to this Agreement.
- 9.7 The Agreement shall not be assignable by any of the parties to this agreement without the written consent of the other parties to the Agreement, which shall not be unreasonably withheld.
- 9.8 Any future alteration to the Unser Diversion or any change or modification in operation which affects the Unser Diversion's capacity or functioning shall be agreed to, in writing, and in advance of such change or alteration, by all parties to this agreement.

- 9.9 Strict accountability shall be required for all funds received and disbursed under the terms of this agreement and upon request, any party shall furnish to the other an accounting of expenditures.
- 9.10 This agreement may be modified only by mutual written agreement of the parties hereto.
- 9.11 The parties understand and agree that the obligation of each party under this agreement shall be performed in compliance with all applicable laws, statutes and ordinances. Nothing herein is intended to constitute any agreement for the parties to perform any activity in violation of the Constitution or Laws of the State of New Mexico or the Ordinances of the City of Albuquerque.
- 9.12 If any clause or provision in this agreement is illegal, invalid, or unenforceable, under present or future laws effective during the term of this agreement, then and in that event, it is the intention of the parties hereto that the remainder of this agreement shall not be affected thereby.
- 9.13 No landowner granting a quitclaim deed or easement, nor any successor or assign of such landowner, shall have any responsibility for the design, construction, maintenance or operation of any improvements constructed pursuant to this agreement. All such responsibilities are acknowledged to be the responsibility of the City and AMAFCA.
- 9.14 It is specifically agreed between the parties executing this agreement that this agreement does not and is not intended to create in the public, or any member thereof, any rights whatsoever, such as, but not limited to, the rights of a third party beneficiary, or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s), and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
- 9.15 That City and AMAFCA are expressly not committed to expenditure of any funds until such time as they are authorized by bond issue, budgeted, appropriated by their respective public bodies, and approved for expenditure.
- 9.16 Sunwest, Bell, and KVA are expressly not committed to contribute any right-of-way, execute any easements or expend any funds as otherwise required by this agreement, until such time as the City and AMAFCA are authorized to expend funding as herein provided and have notified Sunwest, Bell and KVA that such entity is fully authorized to proceed with construction.
- 9.17 Said right-of-way shall be conveyed to AMAFCA (and its successors and assigns) by quitclaim deed or easement,

in a form containing appropriate reversionary language, prior to construction of the Unser Diversion. The form of quitclaim deed and easement shall be substantially in the form shown on Exhibits "E" and "F", respectively attached hereto and incorporated herein by reference.

- 9.18 Each individual who is a co-owner of KVA Lands, in lieu of granting right-of-way by easement for the interim area, may, at his or her respective option, convey all or part of such right-of-way by quitclaim deed, and the balance of such right-of-way, if any, by easement. Such quitclaim deed shall contain reversionary language consistent with this agreement.

Section 10 - NOTICES:

Notices to the extent and the notices required or others as necessary under this agreement shall be mailed first class mail, postage prepaid, or sent by fax as follows:

To AMAFCA:

Attn: Larry Blair
Executive Engineer
2600 Prospect Ave., NE
Albuquerque, NM 87107

To City:

Attn: Chief Administrative
Officer
P.O. Box 1293
Albuquerque, NM 87103

To KVA:

William B. Keleher
Michael L. Keleher
Thomas F. Keleher
Attn: Michael L. Keleher
P.O. Drawer AA
Albuquerque, NM 87103
FAX (505) 247-4429

John G. Keleher
P. O. Box 2412
Aspen, CO 81612

Clare Van Atta Oehmke
2629 Pajarito Road, SW
Albuquerque, NM 87105

James Ellis
Mary Van Atta Ellis
3009 Colonnade Ct, NW
Albuquerque, NM 87107

Myrle Van Atta Redmond
Margaret Redmond Haughton
Elizabeth Redmond Allbright
3220 Texas, NE
Albuquerque, NM 87110

To Sunwest:

Attn: Patrick J. Romo
P.O. Box 25500
Albuquerque, NM 87125-0500
FAX (505) 765-2590

To Bell:

3103

Hugh Bell
The Bell Group
6901 Washington, NE
Albuquerque, NM 87109

A party may designate by notice to the other parties a new address to which any notice may thereafter be given.

Section 11 - SUCCESSORS AND ASSIGNS:

The Agreement and the rights, interests, and obligation hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed as of the day and year set forth above.

ALBUQUERQUE METROPOLITAN ARROYO
FLOOD CONTROL AUTHORITY

CITY OF ALBUQUERQUE

By [Signature]
Its Chairman, Board of Directors
and

By [Signature]
Its Chief Administrative
Officer

By [Signature]
Its Secretary
Dated July 27, 1993

Dated July 1, 1993
August 17

SUNWEST BANK OF ALBUQUERQUE, N.A.,
a National Banking Association

THE BELL GROUP INC., a New
Mexico corporation

By [Signature]
Its [Signature]
Dated July 14, 1993

By [Signature]
Its PRESIDENT
Dated July 19, 1993

[Signature]
William B. Keleher
Dated July 16, 1993

[Signature]
Michael L. Keleher
Dated July 19, 1993

[Signature]
John G. Keleher
Dated July 24, 1993

[Signature]
Thomas F. Keleher
Dated July 14, 1993

Clare Van Atta Oehmke

Clare Van Atta Oehmke
Dated July 17, 1993

Mary Van Atta Ellis

Mary Van Atta Ellis
Dated July 19, 1993

Myrtle Van Atta Redmond

Myrtle Van Atta Redmond
Dated July 6, 1993
Aug.

James Ellis

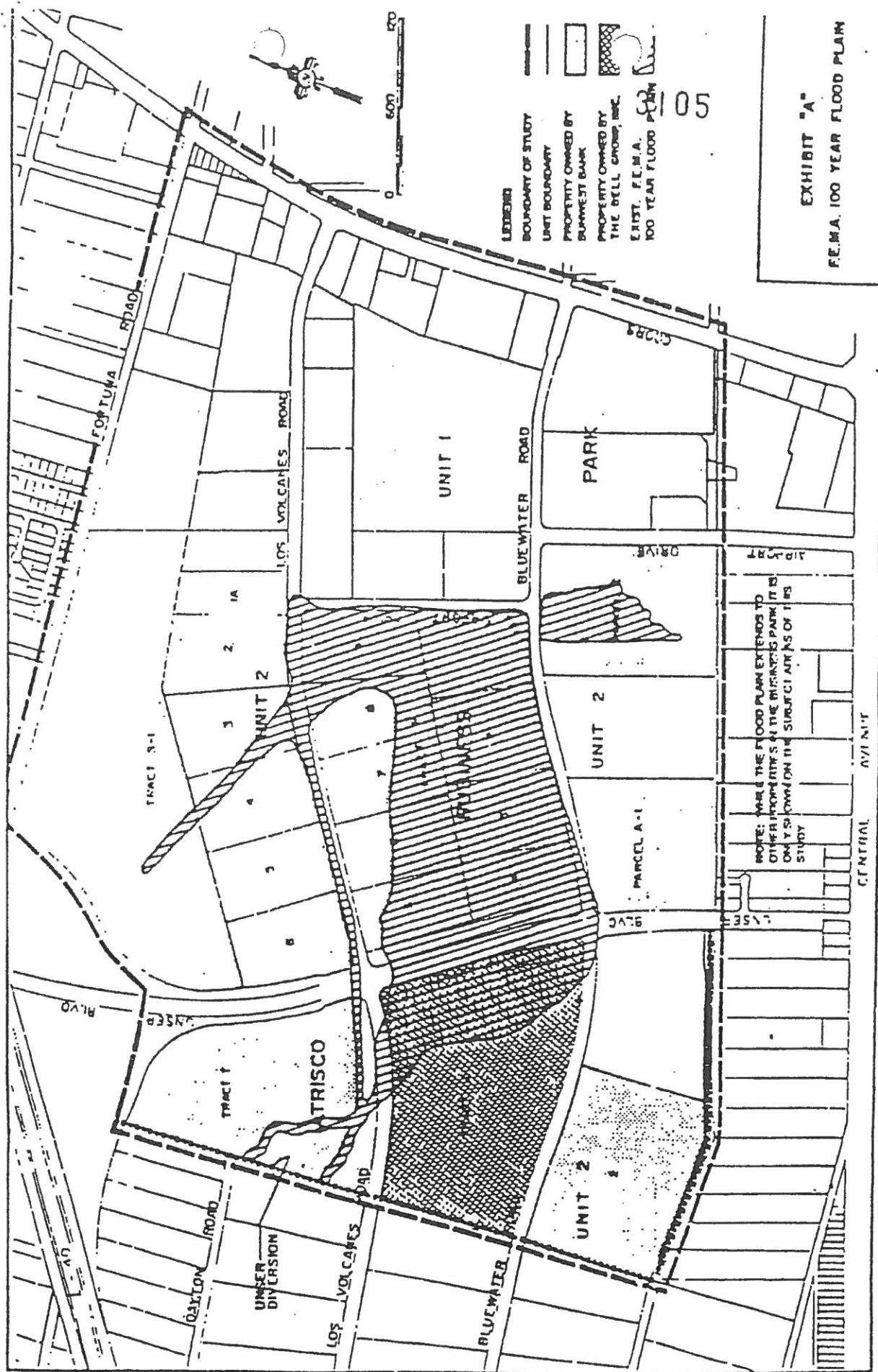
James Ellis
Dated July 20, 1993

Elizabeth Van Redmond Albright

Elizabeth Redmond Albright
Dated July , 1993
August 2, 1993

Margaret Redmond Haughton

Margaret Redmond Haughton
Dated July 7, 1993
Aug.



3106

NOTE

ALL STORM DRAINS AND PONDS 1, 2, 3, 4, AND 6 ARE ASSUMED TO BE PERMANENT FACILITIES. THE DIVERSION DIKS LOCATED ALONG THE WESTERN SIDE OF THE PONDS ARE ASSUMED TO BE INTERIM FACILITIES, WHICH WILL BE PARTIALLY OR FULLY REPLACED BY ONSITE COLLECTION FACILITIES LOCATED ON ADJACENT PROPERTIES AT THE TIME OF THEIR DEVELOPMENT.

POND 5 IS ASSUMED TO BE AN INTERIM FACILITY REQUIRED TO DESILT WATER FROM THE UNDEVELOPED WATERSHED. CONTINGENT UPON THE DEVELOPMENT PLANS FOR PROPERTY LOCATED TO THE WEST OF THIS POND, AND THE ELIMINATION OF FLOWS FROM NORTH OF I-40, POND 5 MAY NOT BE REQUIRED AS A PERMANENT FACILITY.

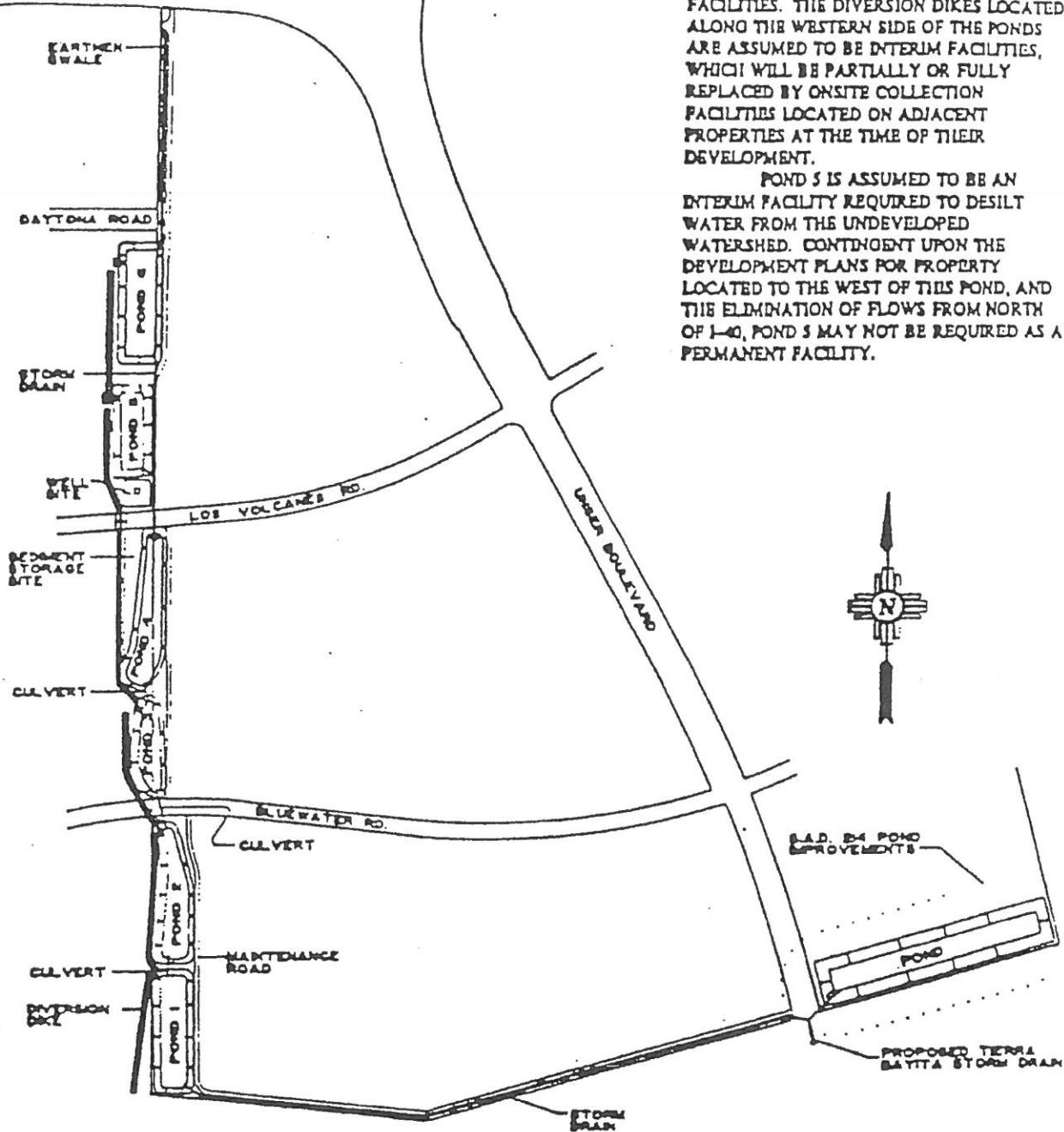


EXHIBIT "B"

UNSER DIVERSION
AND

S.A.D. 214 POND IMPROVEMENTS CONCEPTUAL LAYOUT

EXHIBIT "C" - Atrisco Business Park Offsite Proposed Drainage Expenditures Participation Matrix

	Estimated Date For Start Of Construction	Proposed Contribution Sunwest Bank Of Albuquerque	Proposed Contribution The Bell Group Inc.	Proposed Contribution Keleher - Van Atta	Proposed Contribution George Brunacini	Proposed Contribution City of Albuquerque Econ Develo	Proposed Contribution City of Albuquerque Drainage	Proposed Contribution AMAFCA	TOTAL ESTIMATED COSTS	TOTAL PERCENTAGE
#1 - Airport Drive Storm Drain Improvement Cost Engineering Design Cost Total Estimated Project Cost Project Participation Percentage	02/01/93	\$125,000 4,500 \$129,500 27.06%			\$25,000 \$25,000 6.22%	\$100,000 \$100,000 20.89%	\$224,109 \$224,109 46.83%		\$474,109 4,500 \$478,609	100.00%
#2 - Unser Diversion Value of Contributed Land (1) Improvement Cost Engineering Design Cost Surveys, Titles, Plans, and Filings Total Estimated Project Cost Project Participation Percentage	10/01/93	\$365,904 28,425 47,186 8,528 \$450,042 25.14%	\$78,408 21,575 35,815 6,473 \$142,270 7.96%	\$444,312					\$888,624 803,658 83,000 15,000 \$1,790,282 42.10%	100.00%
#3 - Tierra Bayita Storm Drain (2) Improvement Cost S.A.D. 214 Pond Modification Cost S.D. (214 Pond to Tierra Bayita S.D.) Cost S.D. (Unser to Tierra Bayita S.D.) Cost Engineering Design Cost Total Estimated Project Cost Project Participation Percentage	01/01/94						\$1,078,000 29,887 36,497 19,143 \$85,527 7.29%		\$1,078,000 \$29,887 \$36,497 \$19,143 \$10,000 \$1,173,627 91.86%	100.00%
#4 - Coors Connection Storm Drain Improvement Cost Engineering Design Cost Total Estimated Project Cost Project Participation Percentage	05/01/93	\$134,643 20,000 \$154,643 100.00%							\$134,643 20,000 \$154,643	100.00%
#5 - Airport/Bluewater Storm Drain Improvement Cost Engineering Design Cost Total Estimated Project Cost Project Participation Percentage	08/01/93	\$55,210 23,000 \$78,210				\$250,000 \$250,000 76.17%			\$305,210 23,000 \$328,210	76.17%
TOTAL ESTIMATED COSTS		\$818,080	\$146,585	\$444,312	\$25,000	\$435,527	\$1,302,109	\$763,668	\$3,925,271	
TOTAL PARTICIPATION PERCENTAGE		20.84%	3.73%	11.32%	0.64%	11.10%	33.17%	19.20%		100.00%
(1) Value of Contributed Land:										
Value/Acre			Total Value							
Sunwest Bank	8.4	\$43,560	\$365,904							
The Bell Group Inc.	1.8	43,560	\$78,408							
Keleher-Van Atta	13.6	32,670	\$444,312							
TOTAL	23.8		\$888,624							
(2) Total Private Sector Cash, Land, and Engineering Design and Analysis Contribution Equals \$1,433,977.00 or 36.53% of Total Estimated Costs.										
(3) Tierra Bayita Storm Drain, S.A.D. 214 modifications, and all connections to Tierra Bayita Storm Drain are assumed to be funded by City of Albuquerque 1993 Bond Issue.										
(4) All of the above figures represent cash contributions unless noted otherwise and do not include New Mexico Gross Receipts Tax @ 5.8125%, C.O.A. Plan Review Fee @ 6.6%, Testing Fee @ 2%, Staking Fee @ 3%, and Inspection Fee @ 4%.										
(5) The figures above represent approximate cost estimates based on conceptual design.										

EXHIBIT "D"

6-8-93

UNSER DIVERSION ESTIMATED EASEMENT AREAS

PROPERTY OWNER	AREA 1 (ACRES)	AREA 2 (ACRES)	AREA 3 (ACRES)	TOTAL (ACRES)	TOTAL (PERCENT)
Sunwest Bank (Permanent)①	2.5	--	5.9	8.4	35.3
(Total)	2.5	--	5.9	8.4	35.3
Kelcher-Van Atta (Permanent)①	2.3	3.6	0.5	6.4	26.9
(Interim)②	3.6	1.8	1.8	7.2	30.3
(Total)	5.9	5.4	2.3	13.6	57.1
The Bell Group	--	1.8	--	1.8	7.6
Total	8.4	7.2	8.2	23.8	100.0

Area 1 = North of Los Volcanes Road

Area 2 = Between Los Volcanes Road and Bluewater Road

Area 3 = South of Bluewater to the east line of Lot 2, Unit 2, Arisco Business Park

① Estimated permanent easement area required to contain and facilitate maintenance of the permanent diversion facilities.

② Estimated easement area required to contain and facilitate maintenance of interim collection facilities and temporary sedimentation/retention ponds. These facilities will be required until the upstream watershed becomes developed. Subject to future drainage plans for the upstream watershed, some or all of the land required for these facilities has potential to be reclaimed for development.

QUITCLAIM DEED

_____ for consideration paid,
quitclaims to ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL
AUTHORITY, a political subdivision of the State of New Mexico,
Grantee, and its successors and assigns; whose address is 2600
Prospect Avenue, Albuquerque, New Mexico 87107, the following
described real estate in Bernalillo County, New Mexico:

[DESCRIPTION TO BE FURNISHED]

Grantors Reserve all oil, gas and other minerals.

Title to the above described real estate, or portions thereof
shall revert to the Grantors, their successors and assigns (and
not to adjoining property owners) as and to the extent such real
estate, or portion thereof, are from time to time declared
unnecessary for drainage, flood control or stormwater facilities
by the Board of Directors of Grantee, or, if the rights of
Grantee have been assigned to the City of Albuquerque, by the
City of Albuquerque.

IN WITNESS whereas this Quitclaim Deed has been
executed this ____ day of _____, 1993.

[Execute by Landowners with appropriate acknowledgements.]

EXHIBIT "E"

GRANT OF EASEMENT
WITH REVERSIONARY CLAUSE ON ABANDONMENT 3110

FLOODWAY AND STORM DRAINAGE WORKS
UNSER DIVERSION

The undersigned Grantors, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey unto the ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY, a political subdivision of the State of New Mexico, Grantee, and its successors and assigns; an easement for the purpose of constructing, reconstructing, operating, and maintaining drainage, flood control, and storm water facilities, on, in, under, over and across the following described real estate:

[DESCRIPTION TO BE FURNISHED]

TO HAVE AND TO HOLD the said easement for the uses and purposes aforesaid, unto the Grantee, its successors and assigns, forever; PROVIDED, HOWEVER, that such portions of the easement granted herein shall, from time to time, revert to the Grantor, its successors or assigns, (and not to adjoining property owners) as and to the extent such real estate or portion thereof is declared unnecessary for drainage, flood control or stormwater facilities by the Board of Directors of Grantee, or, if the rights of Grantee have been assigned to the City of Albuquerque, by the City of Albuquerque.

IN WITNESS, Whereof this Grant of Easement has been executed this ____ day of _____, 1993.

[Execution by Landowners with appropriate acknowledgements.]

EXHIBIT "F"

QUITCLAIM DEED

The ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY, a political subdivision of the State of New Mexico, for consideration paid, quitclaims to City of Albuquerque, a municipal corporation whose address is One Civic Plaza, Albuquerque, New Mexico, the following described real estate in Bernalillo County, New Mexico, to wit:

See Attached Exhibit A

The real property herein conveyed shall revert to Grantor if it is sold by CITY without written permission from AMAFCA.

Witness my hand and seal this 10th day of December, 1998.

Albuquerque Metropolitan Arroyo Flood Control Authority

BY: Michael Murphy
Michael Murphy, Chairman

ATTEST:

Linda Stover
Linda Stover, Secretary/Treasurer

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

The foregoing instrument was acknowledged before me on December 10, 1998 by Michael Murphy, as Chair of the Board of Directors of Albuquerque Metropolitan Arroyo Flood Control Authority, a political subdivision of the State of New Mexico, as the free act and deed of said entity, as duly authorized by the Board of Directors on April 23, 1992.

[Signature]
Notary Public

My commission expires:

12/31/2001



EXHIBIT A

Tracts B-8B and B-14B (Quitclaim deed, Doc. NO. 96124867)
Tract J-2 (Quitclaim deed, Doc. NO. 96124864)
Tracts T-2 and T-5, and Lot 2-A1 (Quitclaim deed, Doc. NO. 96124868)
Tracts T-3, T-4 and J-3, and Lot 2-A2 (Quitclaim deed, Doc. NO. 96124869)

all as shown and designated on the Plat entitled

"RIGHT OF WAY MAP, UNSER DIVERSION CHANNEL CORRIDOR, (BEING A REPLAT OF A PORTION OF ATRISCO BUSINESS PARK, UNIT 2; A PORTION OF TOWN OF ATRISCO GRANT, UNIT 5; AND AN UNPLATTED PARCEL OF LAND), TOWN OF ATRISCO GRANT, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO"

filed in the office of the County Clerk of Bernalillo County, New Mexico, on February 21, 1996, in Volume 96C, folio 77.



ASSIGNMENT OF EASEMENTS

THIS ASSIGNMENT OF EASEMENTS is made this 23rd day of April, 1998, by the Albuquerque Metropolitan Flood Control Authority (AMAFCA), a political subdivision of the State of New Mexico, to the City of Albuquerque (CITY), a municipal corporation.

WITNESSETH:

That for and in consideration of the mutual promises and covenants contained in, and as required by the terms of, the Agreement for Atrisco Business Park Storm Water Improvements, between AMAFCA and CITY and dated July 16, 1993, AMAFCA does hereby irrevocably assign and transfer unto CITY all of its right, title, claim and interest in and to those certain easement agreements listed below:

GRANT OF SLOPE EASEMENT FOR FLOODWAY AND STORM DRAINAGE WORKS Unser Diversion, between AMAFCA as Grantee, and The Bell Group, Inc. as Grantor, dated October 11, 1995, recorded in the Office of the County Clerk of Bernalillo County, New Mexico, on November 15, 1996, in Book 96-30, pages 6206-6209, document NO. 96124870;

GRANT OF SLOPE EASEMENT FOR FLOODWAY AND STORM DRAINAGE WORKS Unser Diversion, between AMAFCA as Grantee, and Helen Mary Van Atta Ellis and James Ellis, her husband, John G. Keleher and Linda B. Keleher, his wife, Michael L. Keleher and Margaret W. Keleher, his wife, Thomas F. Keleher and Gretchen C. Keleher, his wife, William B. Keleher and Jan R. Keleher, his wife, Myrle Amanda Van Atta Redmond, a married person, Elizabeth Redmond Allbright, a married person, Margaret Amanda Redmond, F/K/A Margaret Redmond Haughton, a single person, Kirby H. Oehmke, as Personal Representative of the Estate of Rebecca Clare Van Atta Spence Oehmke and Kirby H. Oehmke, a widower, as Grantors, dated October 26, 1995, recorded in the Office of the County Clerk of Bernalillo County, New Mexico, on November 15, 1996, in Book 96-30, pages 6210-17, document NO. 96124871;

GRANT OF SLOPE EASEMENT FOR FLOODWAY AND STORM DRAINAGE WORKS Unser Diversion, between AMAFCA as Grantee, and Helen Mary Van Atta Ellis and James Ellis, her husband, John G. Keleher and Linda B. Keleher, his wife, Michael L. Keleher and Margaret W. Keleher, his wife, Thomas F. Keleher and Gretchen C. Keleher, his wife, William B. Keleher and Jan R. Keleher, his wife, Myrle Amanda Van Atta Redmond, a married person,



Elizabeth Redmond Albright, a married person, Margaret Amanda Redmond, F/K/A Margaret Redmond Haughton, a single person, Kirby H. Oehmke, as Personal Representative of the Estate of Rebecca Clare Van Atta Spence Oehmke and Kirby H. Oehmke, a widower, as Grantors, dated October 26, 1995, recorded in the Office of the County Clerk of Bernalillo County, New Mexico, on November 15, 1996, in Book 96-30, pages 6218-25, document NO. 96124872;

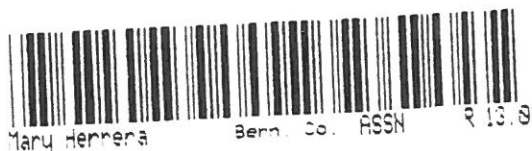
GRANT OF SLOPE EASEMENT FOR FLOODWAY AND STORM DRAINAGE WORKS Unser Diversion, between AMAFCA as Grantee, and Helen Mary Van Atta Ellis and James Ellis, her husband, John G. Keleher and Linda B. Keleher, his wife, Michael L. Keleher and Margaret W. Keleher, his wife, Thomas F. Keleher and Gretchen C. Keleher, his wife, William B. Keleher and Jan R. Keleher, his wife, Myrle Amanda Van Atta Redmond, a married person, Elizabeth Redmond Albright, a married person, Margaret Amanda Redmond, F/K/A Margaret Redmond Haughton, a single person, Kirby H. Oehmke, as Personal Representative of the Estate of Rebecca Clare Van Atta Spence Oehmke and Kirby H. Oehmke, a widower, as Grantors, dated October 26, 1995, recorded in the Office of the County Clerk of Bernalillo County, New Mexico, on November 15, 1996, in Book 96-30, pages 6226-34, document NO. 96124873;

GRANT OF SLOPE EASEMENT FOR FLOODWAY AND STORM DRAINAGE WORKS Unser Diversion, between AMAFCA as Grantee, and Sunwest Bank of Albuquerque, N.A., as Grantor, dated November 7, 1995, recorded in the Office of the County Clerk of Bernalillo County, New Mexico, on November 15, 1996, in Book 96-30, pages 6235-38, document NO. 96124874; and,

GRANT OF SLOPE EASEMENT FOR FLOODWAY AND STORM DRAINAGE WORKS Unser Diversion, between AMAFCA as Grantee, and Sunwest Bank of Albuquerque, N.A., as Grantor, dated November 7, 1995, recorded in the Office of the County Clerk of Bernalillo County, New Mexico, on November 15, 1996, in Book 96-30, pages 6239-43, document NO. 96124875.

This Assignment is subject to all the conditions, stipulations and covenants contained in the aforesaid Grants of Slope Easement. No portion of the easements assigned herein shall be sold by CITY without written permission from AMAFCA.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the day and year set forth above.



Albuquerque Metropolitan Arroyo
Flood Control Authority

Michael Murphy

Michael Murphy, Chairman

Attest:

Linda Olmsted

Linda Olmsted, Secretary/Treasurer

ACKNOWLEDGMENT

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

This instrument was acknowledged before me on April 23, 1998, 1998, by Michael Murphy, Chairman of the Board of Directors, Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA), a political subdivision of the State of New Mexico.



OFFICIAL SEAL
Gwendolyn A. Vigil

NOTARY PUBLIC
STATE OF NEW MEXICO

Gwendolyn A. Vigil
Notary Public

My commission expires 3/31/99

Lawrence Rael
City of Albuquerque

Lawrence Rael
Chief Administrative Officer

Attest:

Chico-Lee G. Galt
City Clerk



24-1/4