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Return To:
FIDELITY NATIONAL TITLE INSURANCE CO.

**STORM WATER DETENTION PONDS AND
STORM DRAIN EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Mesa Del Sol, LLC, a New Mexico limited liability company ("Grantor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Pacifica Mesa Studios, LLC, a California limited liability company ("Grantee"), permanent easements, for purposes of constructing, using and maintaining, in accordance with this Grant, storm-water detention ponds and improvements benefiting the property shown on Exhibit A as the Albuquerque Studios Site and described in Exhibit E (the "Dominant Estate") over the premises described as follows, to-wit:

(a) See Exhibit A attached hereto (the "Regional Pond"), on the real property described in Exhibit B attached; and

(b) See Exhibit A attached hereto ("Detention Pond 1"), on the real property described in Exhibit C attached; and

(c) See Exhibit A attached hereto ("Detention Pond 2"), on the real property described in Exhibit D attached.

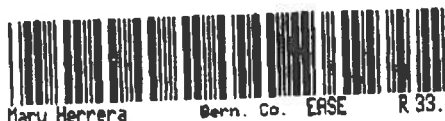
In addition to the foregoing, Grantor grants to Grantee a temporary construction easement on the real property labeled as such in Exhibit A attached hereto. This temporary construction easement herein granted shall be effective only for and during the time of the initial construction of the Regional Pond, Detention Pond 1, Detention Pond 2, and the Storm Drain.

Grantee, in consideration of the above, and of the terms and conditions herein stated, grants unto Grantor a permanent easement, for purposes of maintaining, in accordance with this Grant, a storm drain over the premises shown on Exhibit A attached hereto and marked as "Studio Storm Drain" ("Storm Drain").

TO HAVE AND TO HOLD the above-described easements unto Grantee and Grantor, as stated above, in accordance with the conditions and covenants as follows:

(1) Grantee is responsible for the construction of the Regional Pond, Detention Pond 1, Detention Pond 2, and the Storm Drain. The Regional Pond, Detention Pond 1, Detention Pond 2, and the Storm Drain shall be constructed in accordance with the drainage plan for such prepared by Bohannon-Huston (two sheets submitted to the City for rough grading approval) dated 6/9/06 and stamped 6/6/06) as revised and accepted by the City (the "Drainage Plan").

(2) Each contractor hired by Grantee to construct the Regional Pond, Detention Pond 1, and Detention Pond 2 shall be licensed New Mexico contractors who shall provide Grantor, prior to the commencement of any work to construct the Regional Pond, Detention Pond 1, and Detention Pond 2, a Certificate of Insurance which contains



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Page: 1 of 13

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a provision for notification to Grantor thirty (30) days in advance of any material change in coverage or cancellation, and which certificate names Grantor as an additional insured under the Commercial General Liability policy. The insurance provided on each contractor's Certificate of Insurance shall include the following insurance coverages:

(i) Commercial General Liability Insurance, with bodily injury limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage; and

(ii) Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the construction of the Regional Pond, Detention Pond 1, and Detention Pond 2, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.

In addition, each contractor shall provide evidence that it has in place Worker's Compensation in accordance with New Mexico Statutory limits.

(3) Grantee shall hold Grantor harmless and save Grantor from agrees to indemnify and save harmless Grantor, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the construction of the Regional Pond, Detention Pond 1, and Detention Pond 2, other than for claims resulting from Grantor's negligent or intentional actions or as proscribed by Section 56-7-1 NMSA 1978 Comp. This indemnity shall only apply to and cover liabilities, claims, demands, damages, fines, fees, expenses, and penalties arising during the initial construction of the Regional Pond, Detention Pond 1, and Detention Pond 2 and shall expire upon substantial completion of the work to construct the Regional Pond, Detention Pond 1, and Detention Pond 2 by Grantee excepting any claim, demand, damage, fine, fee, expense or penalty, thereafter stated, that arose during such construction.

(4) Grantee shall have in place and maintain during the construction of the Regional Pond, Detention Pond 1, and Detention Pond 2 a Storm Water Pollution Prevention Plan ("SWPPP") in accordance with a National Pollutant Discharge Elimination System General Permit for Construction Activity ("Permit") for the Dominant Estate. Upon substantial completion of the Regional Pond, Detention Pond 1, and Detention Pond 2, Grantee will issue a letter terminating the SWPPP and the Permit as such pertains to the Regional Pond, Detention Pond 1, and Detention Pond 2.

(5) The cost of maintaining the Regional Pond, Detention Pond 1, Detention Pond 2, and the Storm Drain (including the cost of general public liability insurance) shall be shared by Grantor, Grantee and any other party making use of such improvements based on acreage of each parcel of land benefited by the use of such improvements (herein, said formulae the "Benefit Basis"). For example, if Detention

Pond 1, as constructed, accommodates and benefits only the Benefited Area, as shown on Exhibit A, by detaining storm water that would otherwise flow onto the Dominant Estate, but the Storm Drain, as constructed, accommodates and benefits both the Benefited Area and the Dominant Estate by accepting water from the Detention Ponds and from the Dominant Estate, owner(s) of the Benefited Area shall bear the entire cost of the maintenance of Detention Pond 1, and the owners of the Benefited Area and the Dominant Estate shall share the cost of maintenance of the Storm Drain proportionately based on the acreage of the land benefited by the Storm Drain. If the Detention Ponds and/or Regional Pond are later expanded to accommodate more benefited land, the maintenance of such, as altered, shall be shared by the owners benefited by such improvements in proportion to the amount of acreage benefited. The parties may, by agreement, assign the maintenance obligations arising under this Grant to an owners' association formed by Grantor.

(6) Grantor and Grantee shall share, on a Benefit Basis, the cost of the initial construction of the Regional Pond, Detention Pond 1, Detention Pond 2 and Storm Drain, once such are substantially completed by Grantee. From and after substantial completion of the Regional Pond, Detention Pond 1, and Detention Pond 2, Grantor shall have the right, following the initial construction of Regional Pond, Detention Pond 1, Detention Pond 2 and Storm Drain, as contemplated in the construction drawings attached hereto as Exhibit A), to make changes and additions to the Regional Pond, Detention Pond 1, Detention Pond 2 and Storm Drain provided that such changes and/or additions do not negatively impact the storm water detained for the benefit of the Dominant Estate, with the cost of such to be shared on a Benefit Basis once such changes and additions are substantially completed. Grantee retains the right to alter, reconstruct and, if appropriate, relocate the Storm Drain Easement provided such does not negatively impact the Benefited Area. If and when the Storm Drain is no longer necessary for detention of water that would otherwise flow from the Benefited Area onto the Dominant Estate, Grantee and Grantor agree, by written instrument, to terminate the permanent easement herein created for the Storm Drain.

The permanent easements shall include, for the benefit of Grantee, during the construction of the Regional Pond, Detention Pond 1, and Detention Pond 2, the right to cut and remove from said easement any trees, shrubs and other obstructions which may interfere with the construction of the Regional Pond, Detention Pond 1, and Detention Pond 2; the right to remove dirt excavated as a result of the construction of the Regional Pond, Detention Pond 1, and Detention Pond 2 and, with respect thereto, use such to balance the site that comprises the Dominant Estate, at no cost to the Grantee; and the right of ingress and egress to and over said above-described premises at any and all times for the purpose of inspecting and maintaining the open drainage detention basin.

Grantor shall have the right to relocate and/or reconfigure Detention Ponds 1 and 2 so long as the drainage characteristics of the storm drainage waters flowing from the Grantor's property onto the Dominant Estate are not altered from those shown in the Drainage Plan.



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Page: 3 of 13
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Grantee, upon substantial completion of Regional Pond, Detention Pond 1, and Detention Pond 2, shall restore the premises of Grantor, and any improvements disturbed by Grantee, other than in the areas wherein the Regional Pond, Detention Pond 1, and Detention Pond 2 have been installed, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and natural vegetation.

This Grant of Easements is intended to benefit the parcel of land acquired by Grantee from Grantor shown in Exhibit A hereto as the Albuquerque Studio Site and legal described in Exhibit E hereto and any other parcel of land hereafter described by supplemental Grant of Easement executed by both Grantor and Grantee (the "Dominant Estate").

This Grant of Easements may be executed in duplicate original counterpart.

IN WITNESS WHEREOF, Grantor has executed and delivered this Grant of Easements the date and year stated below.

Dated: June 23, 2006

MESA DEL SOL, LLC, a New Mexico limited liability company

By: FC Covington Manager, LLC, a New Mexico limited liability company, Member

By: FC Mesa, Inc., a New Mexico corporation, Member


By: 
Harry Relkin
Director of Land Development

Dated: June 23, 2006

Pacifica Mesa Studios, LLC,
A California limited liability company

By _____

Its: _____


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Page: 4 of 13
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Grantee, upon substantial completion of Regional Pond, Detention Pond 1, and Detention Pond 2, shall restore the premises of Grantor, and any improvements disturbed by Grantee, other than in the areas wherein the Regional Pond, Detention Pond 1, and Detention Pond 2 have been installed, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and natural vegetation.

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By: FC Mesa, Inc., a New Mexico corporation, Member

By: 
Harry Reikin
Director of Land Development

Dated: June ²⁴23, 2006

Pacifica Mesa Studios, LLC,
A California limited liability company

By: 

Its: 



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Page: 5 of 13
07/07/2006 11:05A
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STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on June 23, 2006, by Harry Relkin as Director of Land Development of FC Mesa, Inc., a New Mexico limited liability company as Managing Member FC Covington Manager, LLC, a New Mexico limited liability company, as Managing Member of Mesa Del Sol, LLC, a New Mexico limited liability company

WITNESS my hand and official seal.

Karen L. Bapman
Notary Public (Seal)
My Commission Expires
11-18-2009
California
State of ~~New Mexico~~)
Los Angeles) ss
County of ~~Bernalillo~~)

This Grant of Easement was acknowledged on this 26th day of June, 2006, by _____
Harold A. Katersky, as Manager of Pacifica Mesa Studios,
LLC, a California limited liability company, on behalf of said company.

Jennifer Smith
Notary Public

My Commission Expires: 3/13/09



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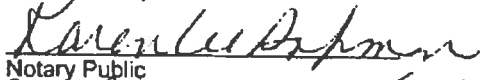
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Page: 6 of 13
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STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on June 23, 2006, by Harry Relkin as Director of Land Development of FC Mesa, Inc., a New Mexico limited liability company as Managing Member FC Covington Manager, LLC, a New Mexico limited liability company, as Managing Member of Mesa Del Sol, LLC, a New Mexico limited liability company

WITNESS my hand and official seal.


Notary Public

(Seal)

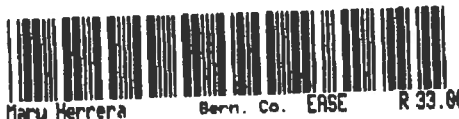
*My Commission Expires
11-18-2009*

State of New Mexico)
) ss
County of Bernalillo)

This Grant of Easement was acknowledged on this 23rd day of June, 2006, by _____
_____, as _____ of Pacifica Mesa Studios,
LLC, a California limited liability company, on behalf of said company.

Notary Public

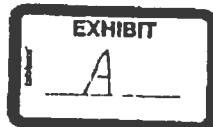
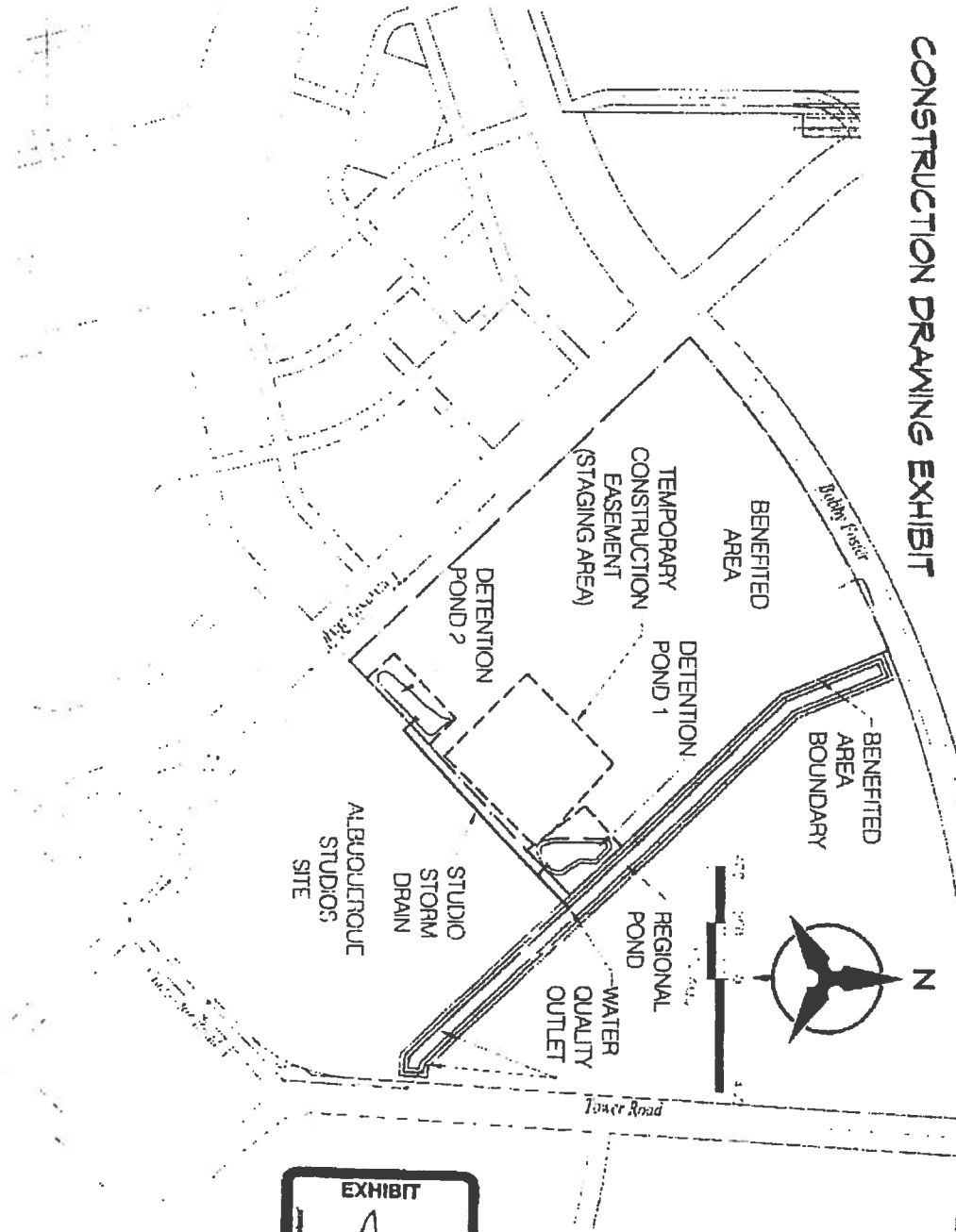
My Commission Expires: _____



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Page: 7 of 13
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Exhibit A
Construction Drawing

CONSTRUCTION DRAWING EXHIBIT



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Page: 8 of 13
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Exhibit B
Legal Description of Land within Regional Pond

EXHIBIT "B"
DRAINAGE EASEMENT

DESCRIPTION

A certain tract of land situated within Section 22, Township 9 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being and containing a portion of Tract 4-A of PLAT OF MESA DEL SOL, TRACTS 4-A, 4-B & 4-C, Albuquerque, New Mexico as the same is shown and designated on the plat thereof, recorded in the office of the County Clerk of Bernalillo County, New Mexico on June 22, 2006 in Book 2006C, Page 187 as Document No. 2006086510 and being more particularly described by New Mexico State Plane (NAD 83) and ground distances as follows:

BEGINNING at a point being the most easterly corner of the tract herein described, whence the City of Albuquerque survey monument 11-A18, 1884' having New Mexico State Plane GRS coordinates for the Central Zone; X=1,632,342.828, Y=1,423,933.354 bears N08°46'38"E a distance of 1734.94 feet, thence;
S33°17'52"E a distance of 102.30 feet to a point being the most westerly corner of the tract herein described, also being the most easterly corner of Tract 4-B of said PLAT OF MESA DEL SOL, TRACTS 4-A, 4-B & 4-C, thence along the north boundary line of said Tract 4-B
N48°42'58"W a distance of 100.00 feet to a point, thence;
N43°57'18"W a distance of 1832.55 feet to a point being the most westerly corner of the tract herein described, thence;
S22°41'52"E a distance of 400.00 feet to a point of curvature, thence;
S70°21'56"E along the arc of a non-tangent curve to the right having a radius of 3744.32 feet and a chord bearing N88°02'05"E a distance of 1160.01 feet and an interior angle of 81°31'49" to a point of non-tangency and being the most northerly corner of the tract herein described, thence;
S22°43'50"E a distance of 179.32 feet to a point, thence;
N43°57'36"E a distance of 1774.47 feet to a point, thence;
S48°42'58"E a distance of 60.45 feet to the point and place of beginning

11.27 ACRES, 17.76% & 22.51 ACRES, 22.9% OF 88.5

SURVEYOR'S CERTIFICATION

I, Allen R. Bohannon, New Mexico Professional Surveyor No. 15700, do hereby certify that this Easement Plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision, that I am responsible for the survey, that this survey meets the Minimum Standards for Surveying in New Mexico, and that it is true and correct to the best of my knowledge and belief. I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this instrument is an Easement Survey for use in granting a new easement.

Allen R. Bohannon
Allen R. Bohannon
New Mexico Professional Surveyor No. 15700

Date 06/23/06



Bohannon & Huston

Surveyors 1 1500 Jefferson St. NE Albuquerque, NM 87102-4336
ENGINEERING SPATIAL DATA ADVANCED TECHNOLOGIES

SHEET 1 OF 2



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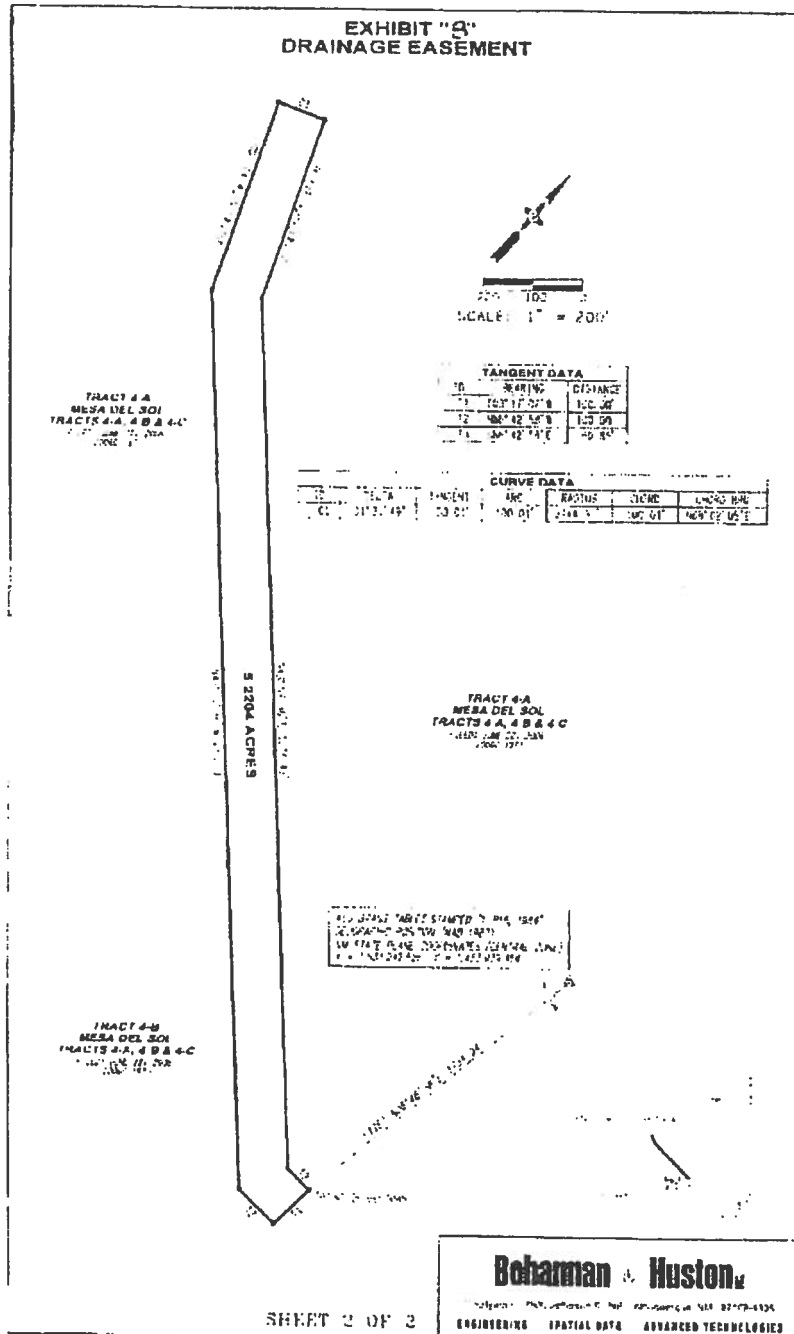
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Page: 9 of 13
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**EXHIBIT "G"
DRAINAGE EASEMENT**



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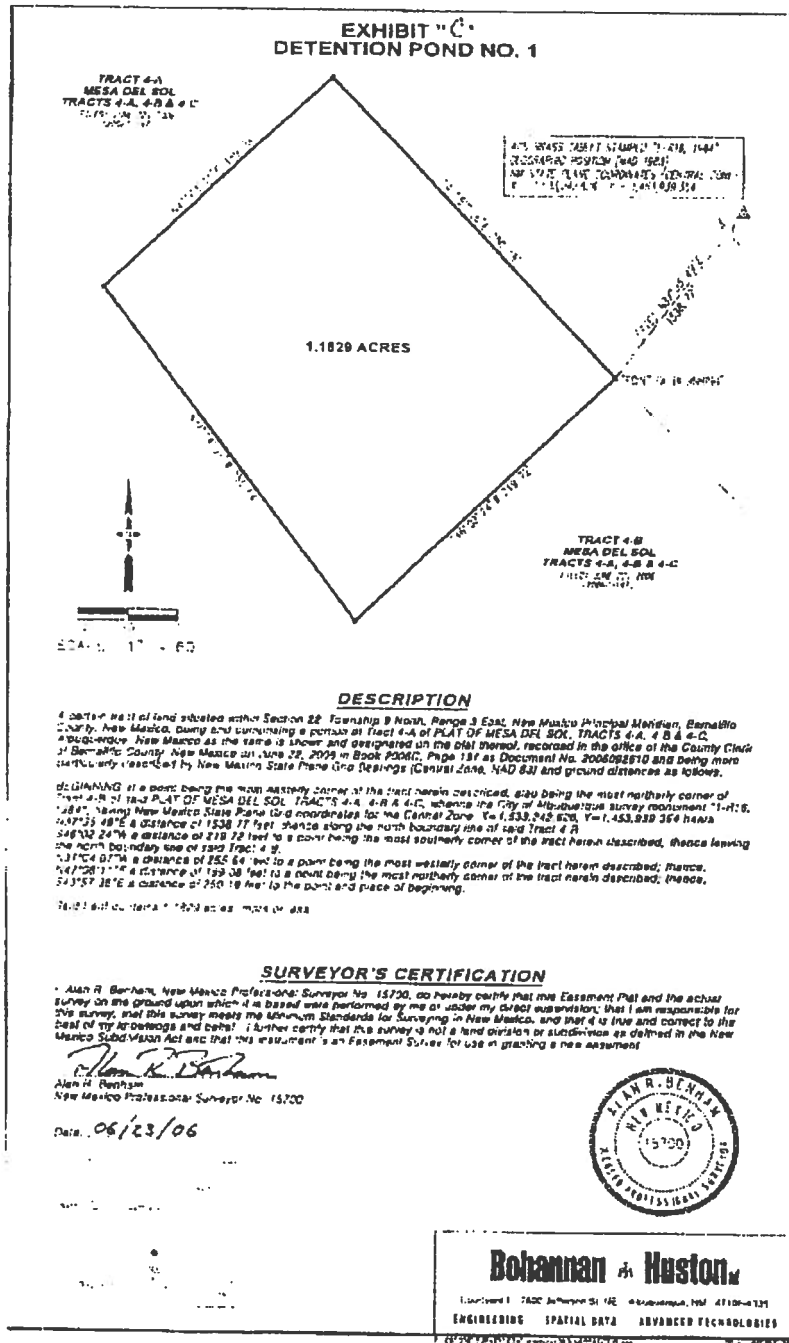
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Page: 18 of 13

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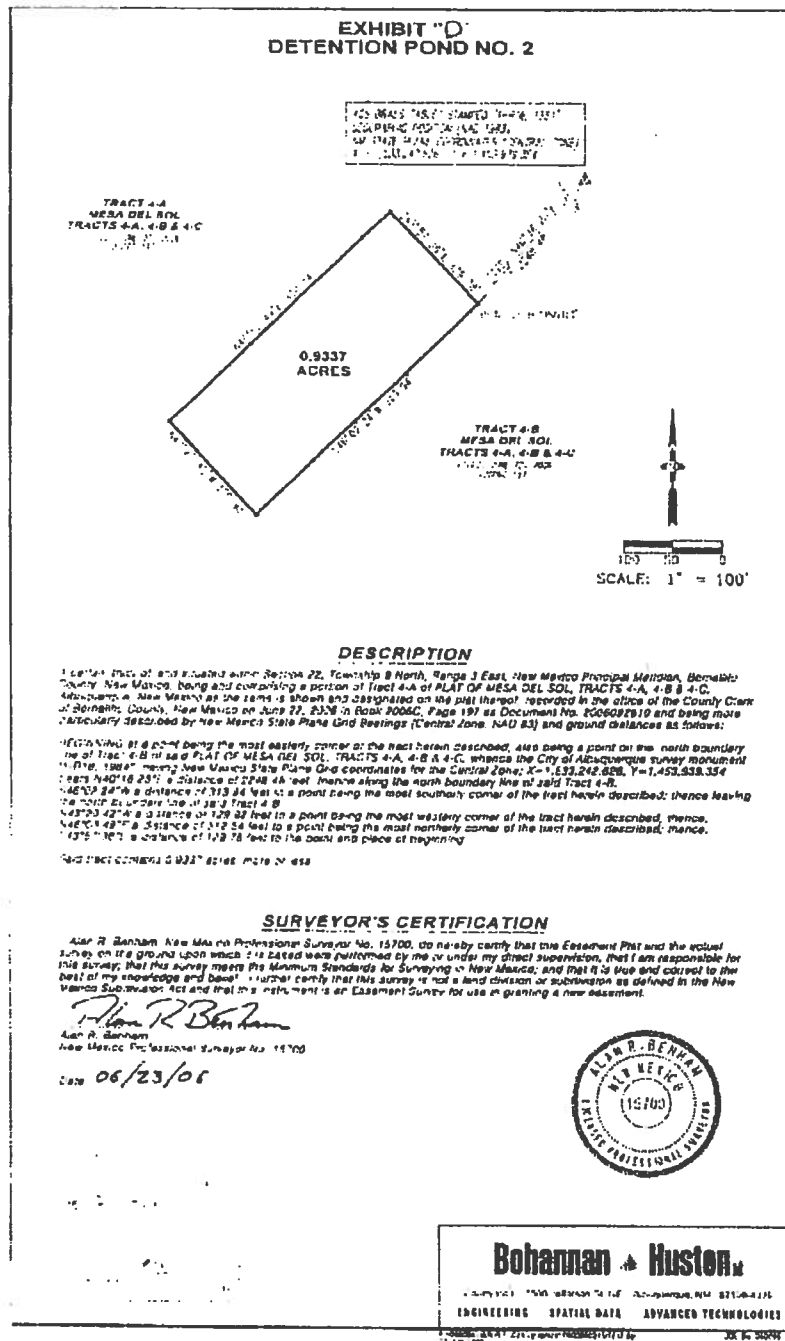
Exhibit C Legal Description of Land within Detention Pond 1



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Page: 11 of 13
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Exhibit D Legal Description of Land within Detention Pond 2



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Page: 12 of 13
07/07/2006 11:05A
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Exhibit E
Legal Description of Land comprising Dominant Estate

TRACT 4-B of PLAT OF TRACTS 4-A, 4-B & 4-C, MESA DEL SOL, Albuquerque, New Mexico as the same is shown and designated on the plat thereof, recorded in the office of the County Clerk of Bernalillo County, New Mexico on June 22, 2006, in Book 2006-C, Page 197.

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Page: 13 of 13
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